

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That GEORGE A. CHILCOTT and BARBARA L. CHILCOTT, husband and wife, and the First State Bank of Stevensville, Montana, being all of the persons owning any interest in the following described real property situate in Ravalli County, Montana, to-wit:

That portion of SW 3/4 Sec. 1, EXCEPT the North 417.44 feet of the West 417.44 feet thereof, in Section 27, Township 9 North, Range 20 West, N.M., included in the plat annexed hereto, marked Exhibit "A";

do hereby declare the following covenants governing the use of the land, covenants being designed to provide a uniform plan for the development of the land according to survey of the same heretofore filed with the office of the Clerk and Recorder of Ravalli County, Montana, and being covenants running with the land.

SECTION 1. Land Use. The above lands shall be used for residential purposes only, and no business, trade or manufacturing shall be conducted thereon, excepting as hereinafter provided. The premises shall not be sub-divided into lesser tracts than is provided on the plat for the above-described property as filed with the Clerk and Recorder. No buildings shall be erected, placed or permitted to remain any part of the above-described property other than detached single-family or duplex dwellings, and private garage for each dwelling and reasonable outbuildings consistent with the use of the property for suburban dwelling. All structures on the said lots shall be of new construction and of good quality material and workmanship and no buildings shall be moved from any other location onto any of the said lots. The family dwelling must be either of new on-the-site construction, or a modular home, but mobile homes, or double-wide mobile homes shall be prohibited. The exterior of the dwelling must be completed with stained or painted siding, painted block or stucco, or brick, and the same may not be occupied until the exterior is completed.

SECTION 2. Animals. No livestock or animals will be permitted to be maintained on the above-described premises, excepting household pets, but in no event may household pets be raised commercially thereon, nor shall the premises be used for commercial kennels.

SECTION 3. Nuisance. No noxious or offensive activities shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the owners of any of the other lots of the above-described property, nor shall be premises be used in any way for any purpose which may endanger the health or safety of or unreasonably disturb the residents of the above-described property. The premises shall be kept free of debris and junked cars or parts thereof, but the residents shall be permitted to store on the lot, on the side of the dwelling away from the street, summer and winter recreation vehicles and camp trailers while not in use, but the camp trailers may not be lived in on the premises.

SECTION 4. Acceptable Business Use. While occupied as a residence, one room of the dwelling may be used as an office for a professional person or as a beauty shop, or other similar private business commonly operated in conjunction with the operator's residence which does not anticipate congesting the parking area of the roadway adjoining, but no outbuilding may be used for such business.

SECTION 5. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted to remain on any part of the above-described real property, excepting "for sale" signs or resident business signs which must be white letters on dark brown wooden background 18 inches by 36 inches in size. The same shall be mounted as provided in Exhibit "B" annexed hereto.

SECTION 6. Sanitary Restrictions. The purchaser of any part of the above-described real property shall comply with all state laws and all regulations of the Montana State Board of Health and Ravalli County Health Department relative to location and construction of water supply, sanitation, sewage disposal, garbage disposal and air pollution. Unless required otherwise by Board of Health, the well shall be at the end of the lot near the street and and sewage disposal near the opposite end.

SECTION 7. Roadway Usage. The roadway in front of the lots shall be kept free of debris and shall not be used to park camp trailers or oversized vehicles. The location of mailboxes, if used, shall all be of commercial type and located at the side of the roadway in a manner acceptable to the United State Post Office Department.

SECTION 8. Uniformity. To provide slightly appearance of all dwellings on the property, all fences and garbage storage units in each block shall be uniform in construction and type and fences where constructed, shall be continuous in appearance.

SECTION 9. Building Committee. To assist the residents in assuring construction of all buildings, fences and curbing in conformance with these restrictions, there shall be a committee, consisting of three persons, all of whom shall have title or other financial interest in the above real property to act as a committee, known as the Building Committee. Before construction of any fences, foundations or buildings on any of the lots, the owner of the lot shall present plans to the building committee for inspection and approval. The guidelines to be used by the building committee shall be the restrictions herein set forth. The Committee shall be elected by the owners of the property every two years, and George A. Chilcott, Barbara L. Chilcott and D. L. Scothorn shall act as such committee for the first two years from the date of these restrictions.

SECTION 10. Enforcement. Failure to enforce any of the restrictions, rights, reservations, limitations and covenants contained herein shall not in any event be construed or held to be a waiver thereof, or consent to any further or succeeding breach or violation thereof. All deeds shall be given and accepted upon the express understanding that the above-described real property has been carefully planned as choice suburban tract area exclusively, and to assure the owners that under no pretext will there be an abandonment of the original plan to preserve the property as a choice suburban tract area. Upon the breach of any of the said covenants or restrictions, anyone owning land in the above-described real property may bring a proper action in the proper court to enjoin or restrain such violation, or to collect damages or other dues on account thereof. In case the violation results from a failure to take affirmative action required by these covenants and restrictions, then the use for any purpose of a tract on which the violation occurs, may be enjoined.

SECTION 11. Amendments. These covenants are understood and agreed to be and shall be taken and held for the benefit of all tract owners, be they such now, or become such hereafter, and may be amended by approval in writing of owners of more than two-thirds of the lots according to the plat in the above-described real property.

All covenants herein contained shall attach to the land, and run with the title thereto, and shall be binding upon all owners of the tracts in the said real property.

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

IN WITNESS WHEREOF, the undersigned have caused his Declaration of Covenants, Conditions and Restrictions to be executed this _____ day of June, 1973.

George A. Chilcott
GEORGE A. CHILCOTT

Barbara L. Chilcott
BARBARA L. CHILCOTT

FIRST STATE BANK OF STEVENSVILLE

BY: J. L. SCOTHORN
President

STATE OF MONTANA }
COUNTY OF RAVALLI } ss.

On this 27th day of June, 1973, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George A. Chilcott and Barbara L. Chilcott, husband and wife, 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 affixed my Notarial Seal the day and year first above written.

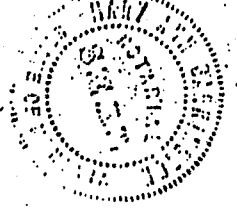
Marjorie B. ...
NOTARY PUBLIC FOR THE STATE OF MONTANA
Res. at Stevensville. My comm. expires
Dec 2, 1974

STATE OF MONTANA }
COUNTY OF RAVALLI } ss.

On this 29th day of June, 1973, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Donald L. Scothorn, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Marjorie B. ...
NOTARY PUBLIC FOR THE STATE OF MONTANA
Res. at Stevensville. My comm. expires
Dec 2, 1974



FILED IN RECORDS
COUNTY OF RAVALLI } ss.
-3-
FILED FOR RECORD
AT 3:46 P.M. JUN 29 1973
BY D. ...
COUNTY CLERK & EX-Officio

THIS 3rd DAY OF June 1973
ON 5:22

BY George A. Chilcott
DEPUTY
RESIDING TO Stevensville Mont.

Book 137 Page 961 (2 pages)

AMENDMENT TO
DECLARATION OF RESTRICTIVE
COVENANTS

INDEXED
215157

KNOW ALL MEN BY THESE PRESENTS: That George A. Chilcott and Barbara L. Chilcott, husband and wife, and the First State Bank of Stevensville, Montana, being all of the persons who own any interest in the following described real property, situate in Ravalli County, Montana, to-wit:

That portion of SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the North 417.44 feet of the West 417.44 feet thereof, in Section 27, Township 9 North, Range 20 West, MPM.

having heretofore declared restrictive covenants governing the use of the land, and filed the same with the office of the Clerk and Recorder of Ravalli County, Montana, in Book 133 of Deeds, at Page 522, do hereby amend the said covenants pursuant to Section 11 thereof, as follows:

Section 4 of the Declaration of Restrictive Covenants heretofore filed shall be amended to read as follows:

SECTION 4. Acceptable Business Use. Lots 1, 2, 15 and 16, in Block 1, Lots 1, 2, 23 and 24, in Block 2, Lots 1, 2, 23 and 24, in Block 3, Lots 1, 2, 23 and 24, in Block 4, and Lots 1 and 2 in Block 5 of the George A. Smith Subdivision in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 9 North, Range 20 West, MPM. shall be designated as commercial lots and may be used for retail, mercantile establishments and parking area for customers, EXCEPT service stations, repair shops and other businesses which would store explosives or highly inflammable materials on the premises. The remaining property, while occupied as a residence, one room of the dwelling may be used as an office for a professional person or as a beauty shop, or other similar private business commonly operated in conjunction with the operator's residence which does not anticipate congesting the parking area of the roadway adjoining, but no outbuilding may be used as such business.

IN WITNESS WHEREOF, the undersigned have caused this amendment to Declaration of Restrictive Covenants, conditions and restrictions to be executed this 7th day of October, 1975.

X George A. Chilcott
George A. Chilcott
Barbara L. Chilcott
Barbara L. Chilcott

FIRST STATE BANK OF STEVENSVILLE

BY: D. L. Acetta
President

STATE OF MONTANA }
COUNTY OF RAVALLI } ss.

On this 7th day of October, 1975, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George A. Chilcott and Barbara L. Chilcott, known to me personally 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 affixed my Notarial Seal the day and year first above written.

Robert B. Brown
NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at Stevensville, My comm. ex.
9/2/76.

STATE OF MONTANA)
COUNTY OF RAVALLI) ss.

On this 7th day of October, 1976, before me, the undersigned Notary Public for the State of Montana, personally appeared G. L. Mathern, known to me personally to be the president of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

Robert B. Brown
NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at Stevensville, My comm. ex.
9/2/76.

State of Montana, County of Ravalli:
Recorded Apr. 30 1976 at 11:11 Book 139 Page 961
Marlene S. Hanger Deputy
Fee \$4.00 Return to Robert Brown
Stevensville, mt.

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

25886J

INDEXED

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of more than two-thirds of the Lots in the following described real property, situated in Ravalli County, Montana, to-wit:

That portion of SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the North 417.44 feet of the west 417.44 feet thereof, in Section 27, Township 9 North, Range 20 West, MPM, included in the plat of the George A. Smith Subdivision,

having heretofore declared Restrictive Covenants governing the use of the land, and filed the same with the office of the Clerk and Recorder of Ravalli County, Montana, in Book 135 of Deeds, Page 522, do hereby amend the said covenants pursuant to Section 11 thereof as follows:

Section 1. of the Declaration of Restrictive Covenants heretofore filed shall be amended to read as follows:

"Section 1. Land Use. The above lands shall be used for residential purposes only, and no businesses, trade or manufacturing shall be conducted thereon, excepting as hereinafter provided. The premises shall not be subdivided into lesser tracts than is provided on the plat for the above-described property as filed with the office of the Clerk and Recorder excepting only for easements. No buildings shall be erected, placed or permitted to remain on any part of the above-described property other than detached single-family or duplex dwellings and private garage for each dwelling and reasonable outbuildings consistent with the use of the property for suburban dwelling on Lots 5 through 19 of each block; an easement for a street has been set aside on the East 60 feet of Lots 3 and 22, Blocks 2, 3 and 4, and the remaining portion of the said Lots, together with Lots 4 and 21, of Blocks 2, 3 and 4, may be used for single family units or multi-family units or for buildings to be used for offices, beauty shops or barber shops provided that sufficient off-street parking is also provided thereon. All structures on the said lots shall be of new construction and of good quality material and workmanship and no buildings shall be moved from any other location onto any of the said lots. Mobile homes and couple-wide mobile homes shall be prohibited. The exterior of the dwelling must be completed with stained or painted siding. Painted block or stucco or brick shall be permitted, and the same shall not be occupied until the exterior is complete."

In witness whereof, the undersigned have caused this Amendment to Declaration of Restrictive Covenants, Conditions and Restrictions to be executed this 30th day of December, 1980.

Don J. Foreman
Barney G. Fisher, JR.

George A. Chilcott
Barbara L. Chilcott

TBC LAND COMPANY

By W. L. Turner
President

ATTEST:

Robert B. Brown
Secretary

STATE OF MONTANA)
County of Ravalli)

On this 30th day of December, 1980, before me, the undersigned, personally appeared George A. Chilcote
Barbara Chilcote
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 set my hand and affixed my official seal the day and year first above written.

Eleanor Hoyle
NOTARY PUBLIC for the State of Montana
Residing at: Hamilton, Montana
My Commission expires: 1/10/83

STATE OF MONTANA)
County of Ravalli)

On this 30th day of December, 1980, before me, the undersigned, personally appeared W. Deak Turner
Robert Brown
known to me to be the President and Secretary of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Eleanor Hoyle
NOTARY PUBLIC for the State of Montana
Residing at: Hamilton, Montana
My Commission expires: 1/10/83

State of Montana, County of Ravalli:
Recorded Mar 3, 1981 2:50 Clock P. M. Book 158 Page 368
Walter E. Hughes Notary Public, By Betty T. Ford Deputy
Fee \$ 4.00 Return to Deak Turner
Rt 2 Box 624
Stevensville, MT 59770

Book 159

Page 472

261348

(4 pages)

INDEXED

AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of more than two-thirds of the Lots in the following described real property, situated in Ravalli County, Montana, to-wit:

That portion of SW.1/4, EXCEPT the North 417.44 feet of the West 417.44 feet thereof, in Section 27, Township 9 North, Range 20 West, MPM, included in the plat of the George A. Smith Subdivision,

having heretofore declared Restrictive Covenants governing the use of the land, and filed the same with the office of the Clerk and Recorder of Ravalli County, Montana, in Book 133 of Deeds, Page 522, do hereby amend the said covenants pursuant to Section 11 thereof as follows:

Section 1. of the Declaration of Restrictive Covenants heretofore filed shall be amended to read as follows:

"Section 1. Land Use. The above lands shall be used for residential purposes only, and no businesses, trade or manufacturing shall be conducted thereon, excepting as hereinafter provided. The premises shall not be subdivided into lesser tracts than is provided on the plat for the above-described property as filed with the office of the Clerk and Recorder excepting only for easements or planned unit development. No buildings shall be erected, placed or permitted to remain on any part of the above-described property other than detached single-family or duplex dwellings and private garage for each dwelling and reasonable outbuildings consistent with the use of the property for suburban dwelling on Lots 5 through 11 and 14 thru 20 of blocks 1 thru 4; an easement for a street has been set aside on the East 60 feet of Lots 3 and 22, Blocks 2, 3 and 4. Lots 12 and 13 of Blocks 2, 3 and 4 and all of Block 5 may be used for planned unit development. Any townhouse shall be constructed under an approved plan for uniformity. The remaining portion of the said Lots, together with Lots 4 and 21, of Blocks 2, 3 and 4, may be used for single family units or multi-family units or for buildings to be used for offices, beauty shops or barber shops provided that sufficient off-street parking is also provided thereon. All structures on the said lots shall be of new construction and of good quality material and workmanship and no buildings shall be moved from any other location onto any of the said lots. The exterior of the dwelling must be completed with stained or painted siding. Painted block or stucco or brick shall be permitted, and the same shall not be occupied until the exterior is completed."

SECTION 2. Animals. No livestock or animals will be permitted to be maintained on the above-described premises, excepting household pets, but in no event may household pets be raised commercially thereon, nor shall the premises be used for commercial kennels.

State of Montana, County of Ravalli:

Recorded June 26 1981 at 1:45 o'clock P. M., Book 159 Page 472
Washburn & Schuchman Clerk & Recorder, By Victor Johnson Deputy
Fee \$ 8.00 Return to Bank, Warner

Box 62-A
Victor, mt. 59875

SECTION 3. Nuisance. No noxious or offensive activities shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the owners of any of the other lots of the above-described property, nor shall the premises be used in any way for any purpose which may endanger the health or safety of or unreasonably disturb the residents of the above-described property. The premises shall be kept free of debris and junked cars or parts thereof, but the residents shall be permitted to store on the lot, on the side of the dwelling away from the street, summer and winter recreation vehicles and camp trailers while not in use, but the camp trailers may not be lived in on the premises.

SECTION 4. Acceptable Business Use. Lots 1, 2, 15 and 16, in Block 1, Lots 1, 2, 23 and 24, in Block 2, Lots 1, 2, 23 and 24, in Block 3, Lots 1, 2, 23 and 24 in Block 4, and Lots 1 and 2 in Block 5 of the George A. Smith Subdivision in the SW, SE, of Section 27, Township 9 North, Range 20 West, MPM, shall be designated as commercial lots and may be used for retail, mercantile establishments and parking area for customers, EXCEPT service stations, repair shops and other businesses which would store explosives or highly inflammable materials on the premises. The remaining property, while occupied as a residence, one room of the dwelling may be used as an office for a professional person or as a beauty shop, or other similar private business commonly operated in conjunction with the operator's residence which does not anticipate congesting the parking area of the roadway adjoining, but no outbuilding may be used as such business.

SECTION 5. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted to remain on any part of the above-described real property, excepting "for sale" signs or resident business signs which must be white letters on dark brown wooden background 18 inches by 36 inches in size. The same shall be mounted as provided in Exhibit "B" annexed hereto.

SECTION 6. Sanitary Restrictions. The purchaser of any part of the above-described real property shall comply with all State laws and all regulations of the Montana State Board of Health and Ravalli County Health Department relative to location and construction of water supply, sanitation, sewage disposal, garbage disposal and air pollution. Unless required otherwise by Board of Health, the well shall be at the end of the lot near the street and sewage disposal near the opposite end.

SECTION 7. ROADWAY USAGE. The roadway in front of the lots shall be kept free of debris and shall not be used to park camp trailers or oversized vehicles. The location of mailboxes, if used, shall be of commercial type and located at the side of the roadway in a manner acceptable to the United State Post Office Department.

SECTION 8. Uniformity. To provide slightly appearance of all dwellings on the property, all fences and garbage storage units in each block shall be uniform in construction and type and fences where constructed, shall be continuous in appearance.

SECTION 9. Building Committee. To assist the residents in assuring construction of all buildings, fences and curbing in conformance with these restrictions, there shall be a committee, consisting of three persons, all of whom shall have title or other financial interest in the above real property to act as a committee, known as the Building Committee. Before construction of any fences, foundations or buildings on any of the lots, the owner of the lot shall present plans to the building committee for inspection and approval. The guidelines to be used by the building committee shall be the restrictions herein set forth. The committee shall be elected by the owners of the property every two years.

SECTION 10. Enforcement. Failure to enforce any of the restrictions, covenants, easements, limitations and covenants contained herein shall not in any event be construed or held to be a waiver thereof, or consent to any further or succeeding breach or violation thereof. All deeds shall be given and accepted upon the express understanding that the above-described real property has been carefully planned as choice suburban tract area exclusively, and to assure the owners that under no pretext will there be an abandonment of the original plan to preserve the property as a choice suburban tract area. Upon the breach of any of the said covenants or restrictions, anyone owning land in the tract to enjoin or restrain such violation, or to collect damages or other dues on account thereof. In case the violation results from a failure to take affirmative action required by these covenants and restrictions, then the use for any purpose of a tract on which the violation occurs, may be enjoined.

SECTION 11. Amendments. These covenants are understood and agreed to be and shall be taken and held for the benefit of all tract owners, be they such now, or become such hereafter, and may be amended by approval in writing of owners of more than two-thirds of the lots according to the plat in the above-described real property.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Declaration of Restrictions, Covenants, Conditions and Restrictions to be executed this 16th day of June, 1981.

George A. McCall
Richard A. McCall

TBC LAND COMPANY

By Richard A. McCall
President

ATTEST:

Robert H. Brown
Secretary

STATE OF MONTANA)
) :SS.
County of Ravalli)

On this 26th day of June, 1981, before me, the undersigned,
personally appeared _____

Heena Chhabra and Richard S. Chhabra
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 set my hand and affixed my Notarial Seal
the day and year first above written.

Eleanor J. Wolf
NOTARY PUBLIC for the State of Montana
Residing at: Helena, Montana

My Commission expires: January 10, 1983

STATE OF MONTANA)
) :SS.
County of Ravalli)

On this 26th day of June, 1981, before me, the undersigned,
personally appeared _____

(W. Paul) Jensen and Robert B. Brown
known to me to be the President and Secretary of the corporation that
executed the within instrument and acknowledged to me that such cor-
poration executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
Official Seal the day and year in this certificate first above written.

Eleanor Wolf
NOTARY PUBLIC for the State of Montana
Residing at: Helena, Montana

My Commission expires January 10, 1983

STATE OF MONTANA
RECORDED

MAY 12, 1959

COUNTY OF RAVALLI
BOOK 203 DEEDS

368013

1 OF 17 PAGES

PAGE 438

DEPUTY \$102.00

Betty J. Lund

CLERK AND RECORDER BY *Colleen Reynolds*

DECLARATION OF RESTRICTIVE
COVENANTS

KNOW ALL MEN BY THESE PRESENTS: J. Richard Vishneski, Hal J. and Susan L. Madson, James W. and Janet L. Edwards, Dan L. Severson, Stanley L. and Billie Anne Swartz, Greg G. Chilcott, Brenda L. Chilcott, Carol Timmons, Robert B. Brown, W. Derek Turner and George A. Chilcott of Stevensville, Montana, being 2/3 of all the persons owning any interest in the following described real property situated in Ravalli County, Montana, to-wit:

That portion of SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the north 417.44 feet of the West 417.44 feet thereof, in Section 27, Township 9 North, Range 20 West, M.P.M., included in the plat annexed hereto, marked Exhibit "A".

Do hereby declare the following covenants governing the use of the land, covenants being designed to provide a uniform plan for the development of the land according to survey of the same heretofore filed with the office of the Clerk and Recorder of Ravalli County, Montana, and being Covenants running with the land.

These declaration of restrictive covenants replace the following past covenants which are hereinafter null and void.

1. Book 133 page 522
2. Book 139 page 961
3. Book 158 page 368
4. Book 159 page 472

These covenants are regarding the George A. Smith subdivision, Ravalli County, Montana.

LAND USE RESTRICTIONS

IN ACCORDANCE WITH THE PURPOSES OF THIS DECLARATION, EACH OF THE FOLLOWING RESTRICTIONS AND PROVISIONS ARE EXPRESSLY SUBJECT TO

DECLARATION OF
RESTRICTIVE COVENANTS

RT: PCI, PO Box 311, MISSOULA, MT 59801

STRICT ENFORCEMENT AND LEGAL PENALTIES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7.

SECTION 1: LAND USE

A) The above lands shall be used for residential purposes only (single or multi-family), and no further business, trade or manufacturing shall be conducted thereon, excepting as hereinafter provided. All structures on the said lots shall be of new construction and of good quality materials and workmanship and no buildings shall be moved from any other location onto any of the said lots. Manufactured homes, mobile homes and double wide mobile homes shall be prohibited. The exterior of the dwelling must be completed with stained or painted siding. Painted block, steel, stucco, brick or vinyl shall be permitted, and the same shall not be occupied until the exterior is completed.

B) An easement for a street has been set aside on the east 60 feet of Lots 3 and 22, Block 2.

SECTION 2: ANIMALS

No livestock or animals will be permitted to be maintained on the above-described premises, excepting household pets, but in no event may household pets be raised commercially thereon nor shall the premises be used for commercial kennels. All household pets shall be confined to the property of their owners unless on a leash.

SECTION 3: NUISANCE

No noxious or offensive activities shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the owners of any other lots of the above-described property, nor shall the premises be used in any way for any purpose which may endanger the health or safety of or unreasonably disturb the residents of the above-described property. Each parcel and the external appearance of improvements thereon shall be maintained in a clean, neat and orderly condition and in good repair. No trash, junk, debris, abandoned vehicles, equipment, metal salvage materials, used building materials, cut growth, noxious odor or other waste shall be allowed or permitted on any said parcels. Notwithstanding the foregoing, each lot owner may store one recreation vehicle or camp trailer in the backyard. It is the intent that the front yards of each lot shall be kept in a neat and orderly condition.

The work of constructing, altering or repairing any structure shall be diligently prosecuted from its commencement until completion and, in any event, the exterior appearance thereof shall be completed within six (6) months after the commencement of the work.

Each parcel shall provide underground power to the property when deemed necessary and no overhead power shall be allowed.

SECTION 4: ACCEPTABLE BUSINESS USE

Lots 1, 2, 15 and 16, in Block 1; Lots 1, 2, 3, 4, 23, and 24 in Block 2; Lots 1, 2, 23, and 24, in Block 3; Lots 1, 2, 23, and 24, in Block 4; and Lots 1 and 2 in Block 5 of the George A. Smith subdivision in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 9 North, Range 20 West, M.P.M., shall be designated as commercial lots and may be used for retail, office buildings, mercantile establishments and parking areas for customers, EXCEPT service stations, repair shops and other businesses that would store explosives or highly flammable materials on the premises are prohibited. In the remaining property used for residential purposes, one room of the residence may be used as an office for a professional person or other comparable home occupation.

SECTION 5: SIGNS

In regards to the residential lots, there shall be no advertising signs, billboards or unsightly objects erected, placed or permitted to remain on any part of the above-described real property excepting "for sale" signs. Resident business signs must be no larger than 6" by 18" in size.

SECTION 6: ROADWAY USAGE

The roadway in front of the lots shall be kept free of debris and shall not be used to park camp trailers, oversized vehicles, or recreational vehicles.

SECTION 7: ENFORCEMENTS

Failure to enforce any of the restrictions, rights, reservations, limitations and covenants contained herein shall not in any event be construed or held to be a waiver thereof, or consent to any further or succeeding breach or violation thereof. All deeds shall be given and accepted upon the express understanding that the above-described real property has been carefully planned as a choice suburban tract area exclusively, and to assure the owners that under no pretext will there be an abandonment of the original plan to preserve the property as a choice suburban tract area. Upon the breach of any of the said

covenants or restrictions, anyone owning land in the above-described real property may bring a proper action in the proper court to enjoin or restrain such violation, or to collect damages or other dues on account thereof. In case the violation results from a failure to take affirmative action required by these covenants and restrictions, then the use for any purpose of a tract on which the violation occurs, may be enjoined. In the event of litigation over the enforcement of any one of the covenants set forth herein, the losing party shall pay the prevailing parties court costs and attorney's fees.


SECTION 8: AMENDMENTS

These covenants are understood and agreed to be and shall be taken and held for the benefit of all tract owners, be they such now, or become such hereafter, and may be amended by approval in writing of owners of a majority of the lots according to the plat in the above-described real property.

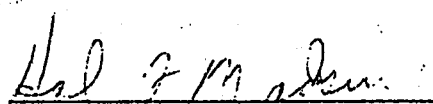
All covenants herein contained shall attach to the land, and run with the title hereto, and shall be binding upon all owners of the tracts in the said real property.

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

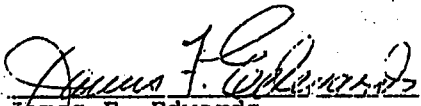
IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants, Conditions and Restrictions to be executed this ____ day of _____, 1993.



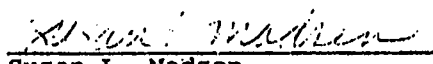
J. Richard Vishneski
(54 Lots)



Hal J. Madsen
(Lot 9 Block 1)



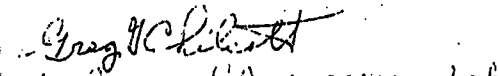
James F. Edwards
(Lots 1,2,25,26 Block 1)

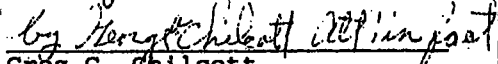


Susan L. Madsen



Janet L. Edwards



by  att in fact
Greg G. Chilcott
(Lot 1 & 2 Block 4)

Dan L. Severson
D & J Developers By
Dan L. Severson
(Lots 1, 2, 23, 24, Block 2)

Brenda L. Chilcott
Brenda L. Chilcott

James F. Edwards
D & J Developers By
James F. Edwards

Carol A. Timmons
Townhouse Associates By
Carol A. Timmons
(Lot 13 Block 2)

Stanley L. Swartz
Stanley L. Swartz
(Lots 23 & 24 Block 3)

Robert B. Brown
Townhouse Associates By
Robert B. Brown

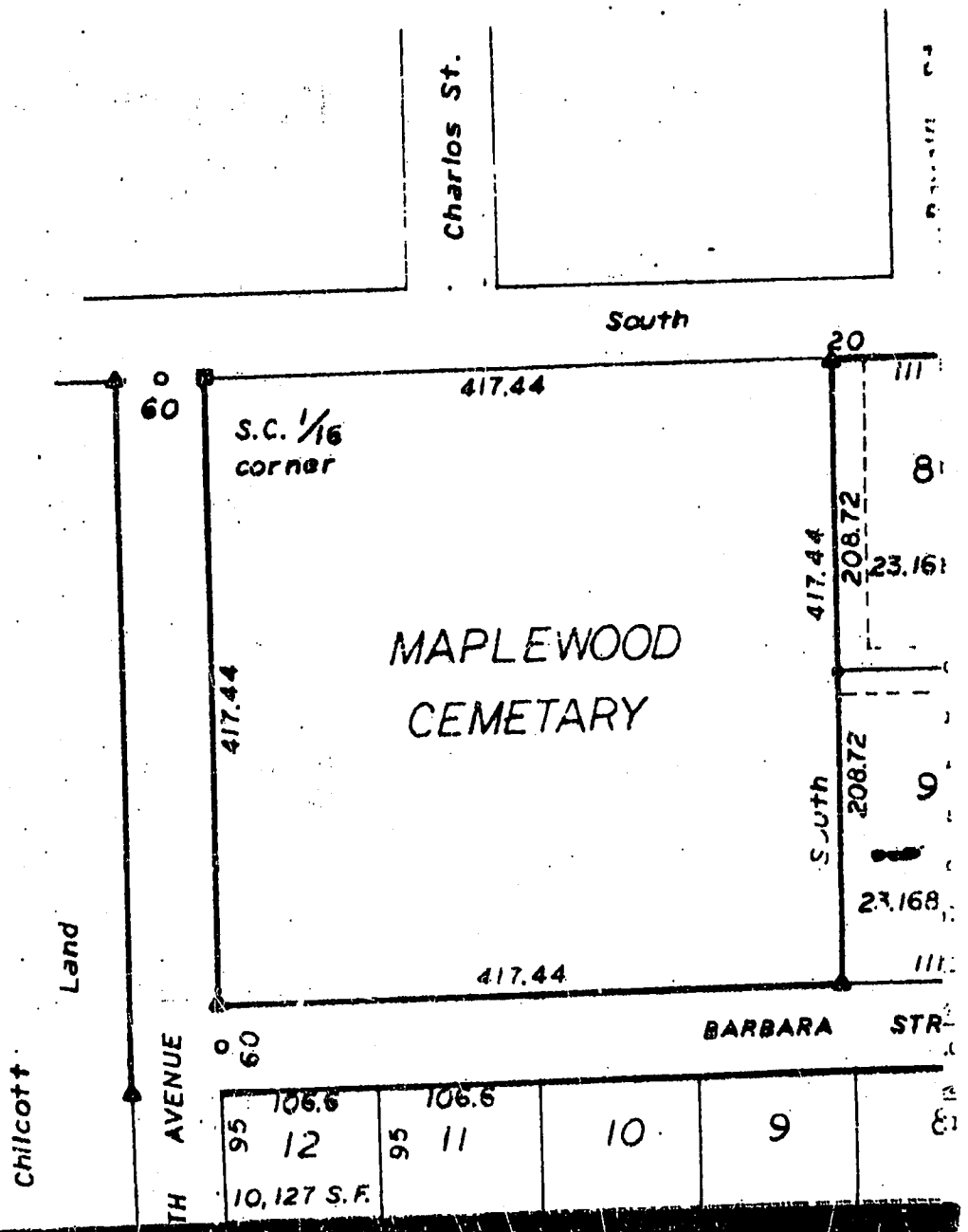
Billie Anne Swartz
Billie Anne Swartz

W. Derek Turner
Townhouse Associates By
W. Derek Turner

George A. Chilcott
Townhouse Associates By
George A. Chilcott

The above owners constitute a
2/3 majority vote to replace the
original covenants and the three
amended covenants.

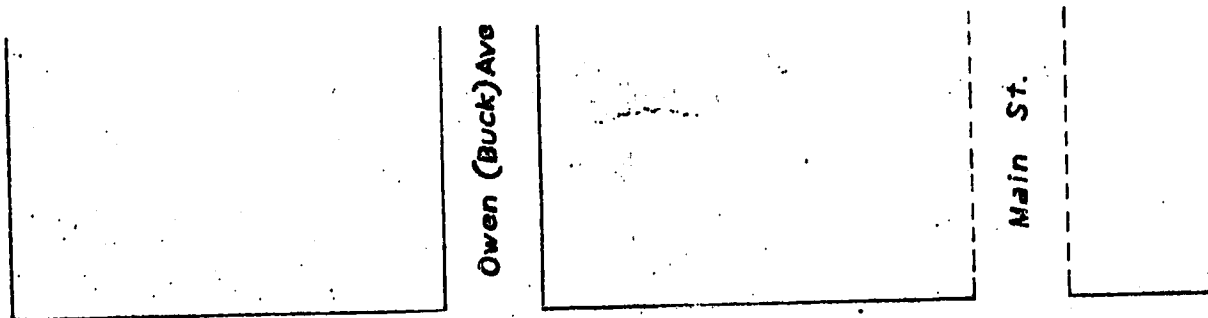
These covenants now supersede all the past covenants and
amendments and are in full effect as of the date hereof.



ORGE A SMITH SUBDIVISION

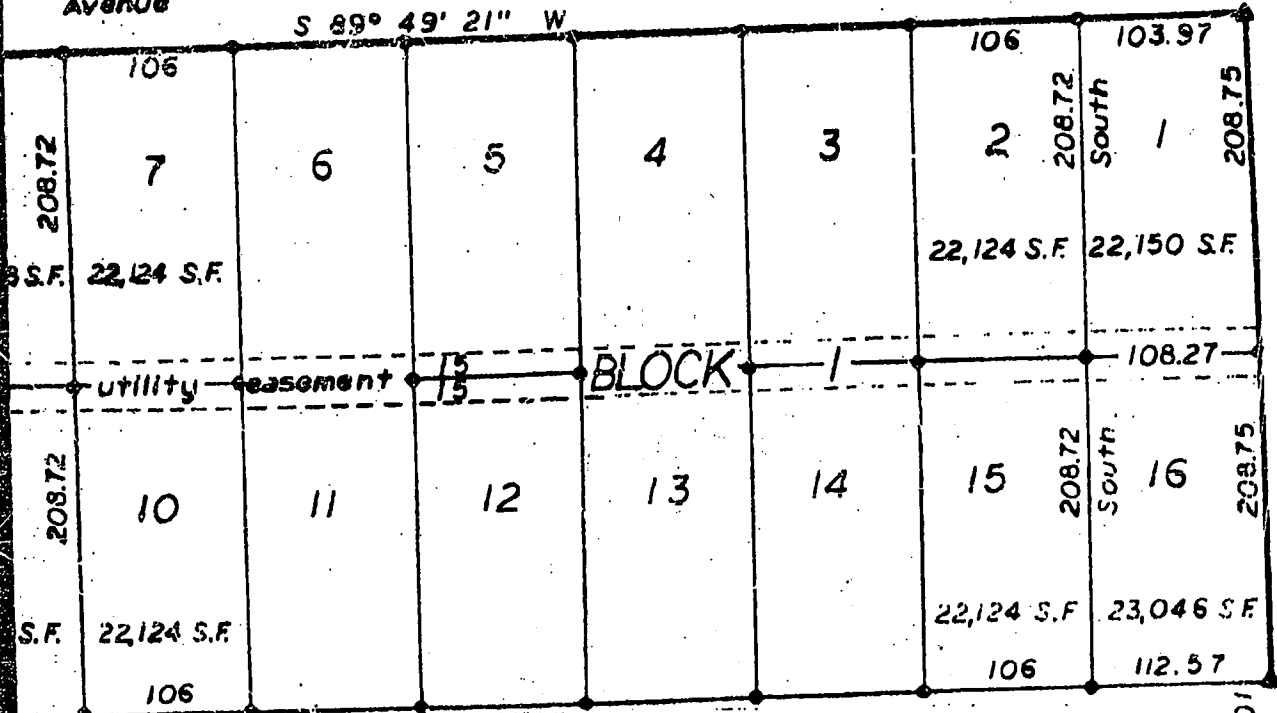
STEVENSVILLE

PLEASANTVALE ADDITION



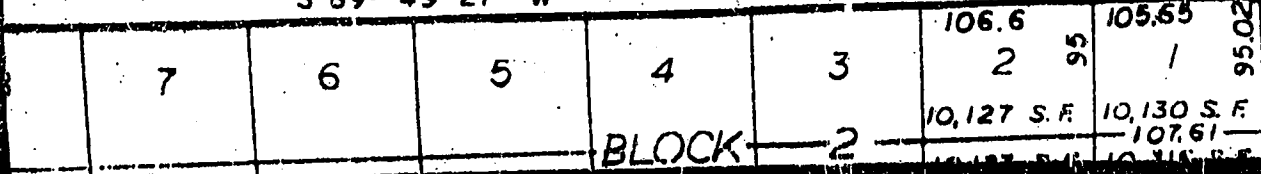
Avenue

S 89° 49' 21" W



FEET

S 89° 49' 21" W



(Side Highway)

STATE OF MONTANA +

: ss

County of Ravalli +

THEODORE R. NEUMAN, being first duly sworn on his oath, a survey and plat of the GEORGE A SMITH SUBDIVISION was made Sections 11-601 through 11-613 Revised Codes of the State of registered Land Surveyor in the State of Montana and said sur 1973.

SUBSCRIBED AND SWORN before me this 13 day of July

Theodore
Mabel
Notary Public
Residing at
My Commission E

1386.23

S¹/₁₆
corner
Sect. 27
Sect. 26

We, GEORGE A. CHILCOTT and BARBARA L. CHILCOTT, husband and wife, we have caused to be surveyed, subdivided, and platted into 1/16 avenues as shown by the plat and certificate of survey hereunto described tract of land, to-wit:

A tract of land in the S¹/₄ S¹/₄ Section 27, T9N, R20W, P.M.M. described as follows: all of the SW¹/₄, SE¹/₄, Section 27, T9N, State Highway No. 269 (East Side Highway), also a parcel described as center 1/16 corner of Section 27, T9N, R20W, P.M.M., a corner of 60.00 feet; thence S89° 49' 21" W, 60.00 feet; thence north 1227.44 feet 60.00 feet to the point of beginning, containing 36.666 acres of the George A. Smith Subdivision, and all lands in streets and avenues hereby donated, granted, and dedicated to the use of the public.

DATED this 13 day of July, 1973

George
GEORGE A. CHILCOTT
Barbara
BARBARA L. CHILCOTT

STATE OF MONTANA +

102

Bk 203 PG 438

(13) 67

death and says that the annexed
regarding to the provisions of
Montana, 1947, that he is a
was made by him in the year

B. Newman
_____, 1973.

the State of Montana
Billings

_____, 1973

_____, wife, do hereby certify that
lots, blocks, and streets and
attached, the following-

_____, Ravalli County, Montana,
_____, 20W, P.M.M. lying west of
described as beginning at the south
of record; thence south, 1227.44
feet; thence N 89° 49' 21" E,
more or less, to be known as
avenues shown on said plat are
to forever.

A. Chilcatt

COTT
L. Chilcatt

COTT

BE 203 16438
(14) 8.7

George
Agricultural

SM	10,127 S.F. 95 13 106.6	95 14 106.6	15	16
60	106.6 95 12 10,127 S.F.	106.6 95 11	10	9
60	10,127 S.F. 95 13 106.6	95 14 106.6	15	16
60	106.6 95 12 10,127 S.F.	106.6 95 11	10	9
60	10,127 S.F. 95 13 106.6	95 14 106.6	15	16
60	97.27 106.6 12 10,365 S.F. 106.6	97.20 106.6 11 10,358 S.F. 106.6	97.13 10 10,350 S.F.	97.06 9 10,343 S.F.

1/4
corner
Sect. 27
Sect. 34

George Frazer

	18	19	20	21	22	23	24
						106.6	109.57
S 89° 49' 21" W							
3	7	6	5	4	3	2	1
						106.6	110.8
						10,127 S.F.	10,619 S.F.
BLOCK						3	112.76
7	18	19	20	21	22	23	24
						106.6	114.72
						10,127 S.F.	10,805 S.F.
S 89° 49' 21" W							
3	7	6	5	4	3	2	1
						106.6	115.96
						10,127 S.F.	11,110 S.F.
BLOCK						4	117.92
7	18	19	20	21	22	23	24
						106.6	119.88
						10,127 S.F.	11,296 S.F.
S 89° 49' 21" W							
8	7	6	5	4	3	2	1
						106.6	121.11
						106.6	123.09
						10,290 S.F.	11,177 S.F.
						106.6	123.09
N 89° 47' 06" E							

EX 203 AC 438 (15) 1/4

Route 269

60.01 95.02 60.01 95.02 60.01 95.02

Agricultural Land

Francis Potter

- o 1 5/16 Plastic Caps on 5/8 Rebar
- ▲ 1 1/2 Al. Caps on 5/8 Rebar
- Corner of Record
- o Stone

Deeds 6337
 1/4 Section 36, Township 36N, Range 10E, County of Lincoln, Nebraska
 15th to 20th 1/4 Sec. 36, T. 36N., R. 10E., Co. Lincoln, Nebr.

Restrictive Covenants

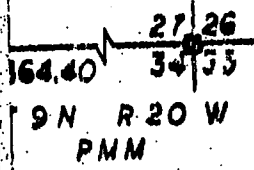
Book 133 Page 522

BK 203
AC 438
(16) 8 17



Scale
1" = 100'

Sect.
corner



County of Ravalli

On this 13 day of July, 1973, before me, Notary Public for the State of Montana, personally appeared CHILCOTT, husband and wife, known to me to be the persons who executed within instrument, and acknowledged to me that they executed

Mabel M.
Notary Public
Residing at
My Commission

The First State Bank of Stevensville, a Montana Banking Interest in the above-described premises, hereby certifies and subdivision of the premises.

By *[Signature]*

ATTENTY:
Carl Springer Sec.
(Corp. Verification)

TITLE APPROVED this 16 day of July,
Doc.
Ravalli County

APPROVED THIS 17th day of July

ATTESTED THIS 17th day of July
[Signature]
Ravalli

BOA
[Signature]
[Signature]
[Signature]
[Signature]
Ravalli

Date received Ravalli County
Clerk + Recorder office, 8-2-73
Letter of lifting of sanitation
restriction dated 6-30-73
from the State Board of
Health according to Chapter
95 of the Laws of Montana,
1961 reg. No. 136 (Addition)

[Handwritten notes and scribbles in the bottom left corner]

BK 201 AS 438

(17) & 17

ore no. Wells Fargo
GEORGE A. CHILCOTT and BARRACK L.
se names are subscribed to the
the same.

of the State of Montana.

Expires Nov. 7, 1973

orporation, which has a security
at it consents to the platting

FIRST STATE BANK

President

, 1973.

Paul C. Harbin
Attorney

*Amended Petition
159-472*

, 1973.

RAVALLI COUNTY
OF COMMISSIONERS

[Signature]
[Signature]
[Signature]

, 1973

E. Hughes
County Clerk & Recorder

199107

I certify that I received and filed this

on the 22nd day of March, 1973, at 3:45 P.M.

E. Hughes
County Recorder

159-472
DEPT

AMENDMENT TO
DECLARATION OF RESTRICTIVE
COVENANTS

KNOW ALL MEN BY THESE PRESENTS: Murk F. Tate and Dora J. Tate of Stevensville, Montana, being a majority of all the persons owning any interest in the following described real property situated in Ravalli County, Montana, to-wit:

That portion of the George Smith subdivision located in Section 27, Township 9 North, Range 20 West, M. P. M., included in the plat annexed hereto marked Exhibit "A". Also known as Lots 4A thru 21A, Block 3; Lots 4A thru 24, Block 4; and Lots 1-12, Block 5.

Do hereby declare the following covenants to run with the restrictive covenants recorded May 12, 1993 in Ravalli County, book 203 Deeds page 438 governing the use of the land. The more restrictive covenant of the two will apply and shall govern the use of the land. These covenants being recorded, along with the covenants recorded May 12, 1993 in Ravalli County, book 203 Deeds page 438 are designed to provide a uniform plan for the development of the land according to survey of the same heretofore filed with the office of the Clerk and Recorder of Ravalli County, Montana, and being Covenants running with the land. These covenants will attach to the Declaration of Restrictive Covenants recorded May 12, 1993 in Ravalli County, book 203 Deeds page 438 as applied to the above described property. These covenants are regarding the George A. Smith subdivision, Ravalli County, Montana.

LAND USE RESTRICTIONS

IN ACCORDANCE WITH THE PURPOSES OF THIS DECLARATION, EACH OF THE FOLLOWING RESTRICTIONS AND PROVISIONS ARE EXPRESSLY SUBJECT TO STRICT ENFORCEMENT AND LEGAL PENALTIES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7.

SECTION 1: LAND USE & MAINTENANCE

All buildings on said lots shall be completely constructed on site, shall be constructed of wood, stone, brick, concrete, or any combination of same, and no buildings, regardless of the material of which they are made, shall be moved onto any of said land. It is the intention of this paragraph to ban the use of, or the parking or storage of, any mobile (single or double-wide), portable, or preconstructed building or home on said land.

The exterior of the dwelling must be completed with stained or painted siding (no T-1-11 siding). Painted block, steel, stucco, brick or vinyl shall be permitted, and the same will not be occupied until the exterior is completed.

No metal roofs. All soffits to be enclosed. No out buildings except a garden shed (not to exceed 10' x 12') and garden sheds must have the same siding and roof as the house or main structure.

Sub: Dora Tate 256E Stevensville Mt 57512

SECTION 1: LAND USE & MAINTENANCE (cont.)

All single family homes to have a minimum of 1100 sq. ft. of living space on the main floor and a minimum of a one car garage.

All single family homes shall have driveways and shall be paved with concrete or asphalt from the road to the garage and a minimum of twelve (12) feet wide. All multi-family and commercial lots shall have parking areas and shall be either concrete or asphalt.

No outside "all area" lights, such as commercial street, spot, or yard lights, shall be installed on any of the property. This covenant is not intended to prohibit outside lights such as on garages, porches, along sidewalks, or decorative landscaping lights.

All lots and all improvements thereon shall be kept and maintained by the owner hereof, in a clean, safe, attractive and sightly condition and in good repair.

All yards to be in within one year from the date construction commences. All yards to be kept clean, irrigated, and mowed.

SECTION 2: ANIMALS

No livestock or animals will be permitted to be maintained on the above-described premises, excepting household pets such as dogs and cats, but in no event may household pets be raised commercially thereon nor shall the premises be used for commercial kennels. All household pets shall be confined to the property of their owners unless on a leash. Household pets will be subject to expulsion from the property upon complaint by two (2) or more land owners, and upon a finding by the majority of land owners that said animal creates a continuing nuisance.

SECTION 3: NUISANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed on any lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Nor shall the premises be used in any way for any purpose which may endanger the health or safety of or unreasonably disturb the residents of the above-described property.

No part or parcel of said property shall be used for the storage, repair, or restoration of any old wrecked automobile, machinery, or part thereof, antiques, junk, or other matters unless same is done in a completely enclosed building constructed in accordance with these restrictive covenants.

No trash cans or receptacles of any description (whether for gas, oil, and any other substance) shall be visible but rather shall be protected by enclosure or screened from view until the day of garbage pick-up.

No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate.

SECTION 3: NUISANCE (cont.)

The work of constructing, altering or repairing any structure shall be diligently prosecuted from its commencement until completion and, in any event, the exterior appearance thereof shall be completed within six (6) months after the commencement of the work.

Each parcel shall provide underground power to the property when deemed necessary and no overhead power shall be allowed.

SECTION 4: ACCEPTABLE BUSINESS USE

Lots 1, 2, 15 and 16, in Block 1; Lots 1, 2, 3, 4, 21A, 23 and 24, in Block 2; Lots 1, 2, 4A, 21A, 23 and 24, in Block 3; Lots 1, 2, 4A, 21A, 23 and 24, in Block 4; and Lots 1, 2, 3, and 4, in Block 5 of the George A. Smith subdivision in the SW 1/2 SE 1/4 of Section 27, Township 9 North, Range 20 West, M. P. M., shall be designated as commercial lots. All remaining lots will be used for residential purposes. On the residential lots, one room of the residence may be used as an office for a professional person or other comparable home occupation.

SECTION 5: SIGNS

In regards to the residential lots, there shall be no advertising signs, billboards or unsightly objects erected, placed or permitted to remain on any part of the above-described real property excepting "for sale" or "for rent" signs. Resident business signs must be no larger than 6" x 18" in size.

SECTION 6: ROADWAY USAGE

The roadway in front of the lots shall be kept free of debris and shall not be used to park camp trailers, oversized vehicles, or recreational vehicles. R. V. parking areas other than the driveway can be graveled.

SECTION 7: ENFORCEMENT

Failure to enforce any of the restrictions, rights, reservations, limitations, and covenants contained herein shall not in any event be construed or held to be a waiver thereof, or consent to any further or succeeding breach or violation thereof.

All deeds shall be given and accepted upon the express understanding that the above-described real property has been carefully planned as a choice suburban tract area exclusively, and to assure the owners that under no pretext will there be an abandonment of the original plan to preserve the property as a choice suburban tract area.

Upon the breach of any of the said covenants or restrictions, anyone owning land in the above-described real property may bring a proper action in the proper court to enjoin or restrain such

SECTION 7: ENFORCEMENT (cont.)

violation, or to collect damages or other dues on account thereof. In case the violation results, from a failure to take affirmative action required by these covenants and restrictions, then the use for any purpose of a tract on which the violation occurs, may be enjoined.

In the event of litigation over the enforcement of any one of the covenants set forth herein, the losing party shall pay the prevailing parties court costs and attorney's fees.

SECTION 8: AMENDMENTS

These covenants are understood and agreed to be and shall be taken and held for the benefit of all tract owners, be they such now, or become such hereafter, and may be amended by approval in writing of owners of a majority of the lots according to the plat in the above-described real property. In order to change the covenants recorded May 12, 1993 in Ravalli County, book 203 Deeds page 438 the owners need to abide by the amendments section of those covenants.

All covenants herein contained shall attach to the land, and run with the title hereto, and shall be binding upon all owners of the tracts in the said real property.

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

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants, Conditions and Restrictions to be executed this 17th day of AUGUST, 1997.

Mark F. Tate
Mark F. Tate

Dora J. Tate
Dora J. Tate

Beverly L. Sachette
Notary

COVENANT.DOC/DTATE/8/2/97

Beverly L. Sachette
NOTARY PUBLIC for the State of Montana
Residing at Stevensville, Montana
My Commission Expires March 4, 2000

Betty Lund

CLERK AND RECORDER BY:

G. L. McChristian

PAGE: 938

FEE: \$30.00

**AMENDMENT TO
DECLARATION OF RESTRICTIVE
COVENANTS**

KNOW ALL MEN BY THESE PRESENTS: Mark F. Tate and Dora J. Tate of Stevensville, Montana, being a majority of all the persons owning any interest in the following described real property situated in Ravalli County, Montana, to-wit:

That portion of the George Smith subdivision located in Section 27, Township 9 North, Range 20 West, M. P. M., included in the plat annexed hereto marked Exhibit "A". Also known as Lots 4A thru 21A, Block 3; Lots 4A thru 24, Block 4; and Lots 1-12, Block 5.

Do hereby declare the following covenants to run with the restrictive covenants recorded May 12, 1993 in Ravalli County, book 203 Deeds page 438 governing the use of the land. The more restrictive covenant of the two will apply and shall govern the use of the land. These covenants being recorded, along with the covenants recorded May 12, 1993 in Ravalli County, book 203 Deeds page 438 are designed to provide a uniform plan for the development of the land according to survey of the same heretofore filed with the office of the Clerk and Recorder of Ravalli County, Montana, and being Covenants running with the land. These covenants will attach to the Declaration of Restrictive Covenants recorded May 12, 1993 in Ravalli County, book 203 Deeds page 438 as applied to the above described property. These covenants are regarding the George A. Smith subdivision, Ravalli County, Montana.

LAND USE RESTRICTIONS

IN ACCORDANCE WITH THE PURPOSES OF THIS DECLARATION, EACH OF THE FOLLOWING RESTRICTIONS AND PROVISIONS ARE EXPRESSLY SUBJECT TO STRICT ENFORCEMENT AND LEGAL PENALTIES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7.

SECTION 1: LAND USE & MAINTENANCE

All buildings on said lots shall be completely constructed on site, shall be constructed of wood, stone, brick, concrete, or any combination of same, and no buildings, regardless of the material of which they are made, shall be moved onto any of said land. It is the intention of this paragraph to ban the use of, or the parking or storage of, any mobile (single or double-wide), portable, or preconstructed building or home on said land.

The exterior of the dwelling must be completed with stained or painted siding (no T-1-11 siding). Painted block, steel, stucco, brick or vinyl shall be permitted, and the same will not be occupied until the exterior is completed.

No metal roofs. All soffits to be enclosed. No out buildings except a garden shed (not to exceed 10' x 12') and garden sheds must have the same siding and roof as the house or main structure.

All single family homes to have a minimum of 1100 sq. ft. of living space on the main floor and a minimum of a one car garage.

Ret: Dora Tate 2568 Home Ave Stevensville MT

Doc# 368013

SECTION 1: LAND USE & MAINTENANCE (cont.)

All single family homes shall have driveways and shall be paved with concrete or asphalt from the road to the garage and a minimum of twelve (12) feet wide. All multi-family and commercial lots shall have parking areas and shall be either concrete or asphalt.

No outside "all area" lights, such as commercial street, spot, or yard lights, shall be installed on any of the property. This covenant is not intended to prohibit outside lights such as on garages, porches, along sidewalks, or decorative landscaping lights.

All lots and all improvements thereon shall be kept and maintained by the owner hereof, in a clean, safe, attractive and sightly condition and in good repair.

All yards to be in within one year from the date construction commences. All yards to be kept clean, irrigated, and mowed.

SECTION 1A: LAND USE & MAINTENANCE

The following lots have been or will be sold with the agreement that they will only be used for the purposes of single family housing: Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, & 17 - Block 3; Lots 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17 - Block 4; and Lots 8, 9, 10, 11, & 12 - Block 5.

SECTION 2: ANIMALS

No livestock or animals will be permitted to be maintained on the above-described premises, excepting household pets such as dogs and cats, but in no event may household pets be raised commercially thereon nor shall the premises be used for commercial kennels. All household pets shall be confined to the property of their owners unless on a leash. Household pets will be subject to expulsion from the property upon complaint by two (2) or more land owners, and upon a finding by the majority of land owners that said animal creates a continuing nuisance.

SECTION 3: NUISANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed on any lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Nor shall the premises be used in any way for any purpose which may endanger the health or safety of or unreasonably disturb the residents of the above-described property.

No part or parcel of said property shall be used for the storage, repair, or restoration of any old wrecked automobile, machinery, or part thereof, antiques, junk, or other matters unless same is done in a completely enclosed building constructed in accordance with these restrictive covenants.

No trash cans or receptacles of any description (whether for gas, oil, and any other substance) shall be visible but rather shall be protected by enclosure or screened from view until the day of garbage pick-up.

No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate.

SECTION 3: NUISANCE (cont.)

The work of constructing, altering or repairing any structure shall be diligently prosecuted from its commencement until completion and, in any event, the exterior appearance thereof shall be completed within six (6) months after the commencement of the work.

Each parcel shall provide underground power to the property when deemed necessary and no overhead power shall be allowed.

SECTION 4: ACCEPTABLE BUSINESS USE

Lots 1, 2, 15 and 16, in Block 1; Lots 1, 2, 3, 4, 21A, 23 and 24, in Block 2; Lots 1, 2, 4A, 21A, 23 and 24, in Block 3; Lots 1, 2, 4A, 21A, 23 and 24, in Block 4; and Lots 1, 2, 3, and 4, in Block 5 of the George A. Smith subdivision in the SW 1/2 SE 1/4 of Section 27, Township 9 North, Range 20 West, M. P. M., shall be designated as commercial lots. All remaining lots will be used for residential purposes. On the residential lots, one room of the residence may be used as an office for a professional person or other comparable home occupation. All lots referred to in this Section 4 are exempt from the building standards referred to in Section 1 Land Use & Maintenance.

SECTION 5: SIGNS

In regards to the residential lots, there shall be no advertising signs, billboards or unsightly objects erected, placed or permitted to remain on any part of the above-described real property excepting "for sale" or "for rent" signs. Resident business signs must be no larger than 6" x 18" in size.

SECTION 6: ROADWAY USAGE

The roadway in front of the lots shall be kept free of debris and shall not be used to park camp trailers, oversized vehicles, or recreational vehicles. R. V. parking area's other than the driveway can be graveled.

SECTION 7: ENFORCEMENT

Failure to enforce any of the restrictions, rights, reservations, limitations, and covenants contained herein shall not in any event be construed or held to be a waiver thereof, or consent to any further or succeeding breach or violation thereof.

All deeds shall be given and accepted upon the express understanding that the above-described real property has been carefully planned as a choice suburban tract area exclusively, and to assure the owners that under no pretext will there be an abandonment of the original plan to preserve the property as a choice suburban tract area.

Upon the breach of any of the said covenants or restrictions, anyone owning land in the above-described real property may bring a proper action in the proper court to enjoin or restrain such

SECTION 7: ENFORCEMENT (cont.)

violation, or to collect damages or other dues on account thereof. In case the violation results, from a failure to take affirmative action required by these covenants and restrictions, then the use for any purpose of a tract on which the violation occurs, may be enjoined.

In the event of litigation over the enforcement of any one of the covenants set forth herein, the losing party shall pay the prevailing parties court costs and attorney's fees.

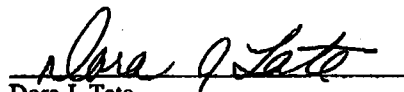
SECTION 8: AMENDMENTS

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

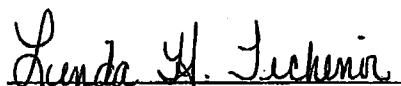
IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants, Conditions and Restrictions to be executed this 21st day of September, 1999.



Dora J. Tate
President
M.V. Development, Inc.

I HEREBY ACKNOWLEDGE THAT DORA J. TATE APPEARED BEFORE ME ON THIS DATE OF 21ST OF SEPTEMBER, 1999. SHE IS PRESIDENT OF M.V. DEVELOPMENT, INC.

SIGNED AT HAMILTON, MONTANA, RAVALLI COUNTY, MONTANA


Notary

COVENANT.DOC/DTATE/9/16/99



NOTARY PUBLIC-MONTANA

Residing at Hamilton, Montana

My Comm. Expires June 18, 2002

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P. 01

EXHIBIT A

Lots 4A and 21 A, Block 3, Amended Subdivision Plat No. 858, being a portion of Lots 3, 4, 21 and 22, Block 3, George A. Smith Subdivision, Ravalli County, Montana, according to the official recorded plat thereof.

Also conveying Lots 4A and 21A, Block 4, Amended Subdivision Plat No. 858, being a portion of Lots 3, 4, 21 and 22, Block 4, George A. Smith Subdivision, Ravalli County, Montana, according to the official recorded plat thereof.

Also conveying Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 3, George A. Smith Subdivision, Ravalli County, Montana, according to the official recorded plat thereof.

Also conveying Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23 and 24, Block 4, George A. Smith Subdivision, Ravalli County, Montana, according to the official recorded plat thereof.

And also conveying Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 5, George A. Smith Subdivision, Ravalli County, Montana, according to the official recorded plat thereof.

SUB-STANDARD QUALITY WHEN FILMED