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LISTING PACKAGE REQUEST

A fast and efficient title company will be important to the prompt closing of your transaction. When you specify FIDELITY NATIONAL TITLE COMPANY, you will receive professional title services and nationally known insurance policy that is instantly acceptable to local lenders.

Date: 6/28/2022 LP266

PREPARED FOR:

Kelly Whitmoyer
Glacier Sotheby's

PREPARED FOR YOU BY:

Ariel Joseph

You have requested information regarding the following land:

Owner(s): Ramona Housman

Property Address: NHN Cutthroat Trl. Victor, MT 59875

Legal Description and/or Assessors Designation (per county tax records):

See Attached Deed-Please verify the property address with the GIS Dept 406-375-6622.

<input checked="" type="checkbox"/>	The last deed appearing of record affecting the land	
<input type="checkbox"/>	Deeds of trust or mortgages recorded subsequent to the last deed of record	
<input checked="" type="checkbox"/>	A plat map reproduction of the property in question	
<input checked="" type="checkbox"/>	Tax Roll	
<input checked="" type="checkbox"/>	Covenants, Restrictions and By-Laws	
<input checked="" type="checkbox"/>	Assessor Code	856070
<input checked="" type="checkbox"/>	Geo Code	1564-16-1-01-18-0000

Caution: A street address is a designation given to a property by municipal government and it may not be the exact equivalent of the legal description for the parcel of land in which you are interested. Do not rely upon a street address alone in negotiating for the sale or purchase of real property.



Ravalli County | Detail

Date: 06/28/22
Time: 09:05:07 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 856070
Type: Real

Name and Address
HOUSMAN RAMONA
111 TRESANA BLVD UNIT 31
JUPITER FL 33478

Property Tax Query TW Range SC Description
7 /21 /16 Geo 1564-16-1-01-18-0000 7-2 IN NESW IN NWSW INDEX 19
CS #4775-G TRACT 35 20.00 AC

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	21	11/22/21	11/30/21	3,333.63	0.00	0.00	6,667.22
Paid	21	05/12/22	05/31/22	3,333.59	0.00	0.00	
Paid	20	11/30/20	12/04/20	3,470.17	0.00	0.00	6,940.31
Paid	20	05/04/21	06/01/21	3,470.14	0.00	0.00	
Paid	19	11/19/19	12/02/19	3,327.31	0.00	0.00	6,654.58
Paid	19	05/11/20	05/31/20	3,327.27	0.00	0.00	
Paid	18	11/13/18	11/30/18	3,277.13	0.00	0.00	6,554.23
Paid	18	05/13/19	05/31/19	3,277.10	0.00	0.00	
Paid	17	11/20/17	11/30/17	3,256.75	0.00	0.00	6,513.45
Paid	17	05/10/18	05/31/18	3,256.70	0.00	0.00	
Paid	16	11/21/16	12/09/16	3,128.66	0.00	0.00	6,257.28
Paid	16	05/12/17	05/31/17	3,128.62	0.00	0.00	
Paid	15	11/16/15	11/30/15	3,118.28	0.00	0.00	6,337.30
Paid	15	07/01/16	05/31/16	3,118.23	62.37	38.42	
Paid	14	11/20/14	12/01/14	2,707.48	0.00	0.00	5,414.90
Paid	14	11/20/14	06/01/15	2,707.42	0.00	0.00	
Paid	13	11/23/13	12/02/13	2,687.66	0.00	0.00	5,375.29
Paid	13	01/08/14	06/02/14	2,687.63	0.00	0.00	
Paid	12	11/10/12	11/30/12	2,516.49	0.00	0.00	5,032.94
Paid	12	05/19/13	05/31/13	2,516.45	0.00	0.00	
Paid	11	11/17/11	11/30/11	2,433.22	0.00	0.00	4,866.42
Paid	11	11/17/11	05/31/12	2,433.20	0.00	0.00	

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Ravalli County | Detail

Date: 06/28/22
Time: 09:05:19 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 856070
Type: Real

Name and Address
HOUSMAN RAMONA
111 TRESANA BLVD UNIT 31
JUPITER FL 33478

Property Print TW Range SC Description
7 21 16 IN NESW IN NWSW INDEX 19 Geocode: 1564-16-1-01-18-0000
CS #4775-G TRACT 35 20.00 AC

Class Taxable/\$	Dist	Quantity	Market
42003 1 Acre Bldg. Site - Forest 1,351.00	7-2	1.00	100,100.00
43301 Improvements on Rural Land 15,158.00	7-2	0.00	1,122,820.00
101901 Forestland 41.00	7-2	19.00	12,171.00
990042 BITTERROOT PUBLIC LIBRARY 16,550.00	42	0	0.00
990051 SOIL & WATER CONSERVATION 16,550.00	51	0	0.00
990059 VICTOR PARK DISTRICT 0.00	59	1.00	0.00
990092 FOREST PROTECTION 0.00	92	0	0.00
990142 BITTERROOT PUBLIC LIBRARY 2020 16,550.00	142	0	0.00
999302 2014 OPEN SPACE 16,509.00	RO14	0	0.00
999304 2020 OPEN SPACE 16,509.00	RO20	0	0.00

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Ravalli County | Detail

Date: 06/28/22
Time: 09:05:31 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 856070
Type: Real

Name and Address
HOUSMAN RAMONA
111 TRESANA BLVD UNIT 31
JUPITER FL 33478

Taxes Due Query TW Range SC Description
7 /21 /16 IN NESW IN NWSW INDEX 19 CS #4775-G TRACT 35 20.00
AC Geo: 1564-16-1-01-18-0000

District	Tax Date	Int Date	PD?	Tax Amt	Penalty	Interest
142 BITTERROOT PUBLIC LIBRARY 2020	11/30/21	06/28/22	Y	23.26	0.00	0.00
42 BITTERROOT PUBLIC LIBRARY	11/30/21	06/28/22	Y	69.93	0.00	0.00
51 SOIL & WATER CONSERVATION	11/30/21	06/28/22	Y	15.64	0.00	0.00
59 VICTOR PARK DISTRICT	11/30/21	06/28/22	Y	5.00	0.00	0.00
7-2 VICTOR LESS RURAL FIRE	11/30/21	06/28/22	Y	3155.76	0.00	0.00
92 FOREST PROTECTION	11/30/21	06/28/22	Y	23.43	0.00	0.00
RO14 2014 OPEN SPACE	11/30/21	06/28/22	Y	13.95	0.00	0.00
RO20 2020 OPEN SPACE	11/30/21	06/28/22	Y	26.66	0.00	0.00
142 BITTERROOT PUBLIC LIBRARY 2020	05/31/22	06/28/22	Y	23.25	0.00	0.00
42 BITTERROOT PUBLIC LIBRARY	05/31/22	06/28/22	Y	69.92	0.00	0.00
51 SOIL & WATER CONSERVATION	05/31/22	06/28/22	Y	15.64	0.00	0.00
59 VICTOR PARK DISTRICT	05/31/22	06/28/22	Y	5.00	0.00	0.00
7-2 VICTOR LESS RURAL FIRE	05/31/22	06/28/22	Y	3155.75	0.00	0.00
92 FOREST PROTECTION	05/31/22	06/28/22	Y	23.42	0.00	0.00
RO14 2014 OPEN SPACE	05/31/22	06/28/22	Y	13.95	0.00	0.00
RO20 2020 OPEN SPACE	05/31/22	06/28/22	Y	26.66	0.00	0.00
Totals for 21 Total Tax, Penalty and Interest				6,667.22 6,667.22	0.00	0.00

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Kelly Allen

After Recording Return To (Name and Address):

Ramona C. Housman
P.O. Box 1293
Victor, MT. 59875

P# 854070

TERMINATION OF JOINT TENANCY

Ramona C. Housman are/is the surviving joint tenant of the decedent DONALD Housman *, who died on the date of Jan. 16, 2021

in Ravalli County, Montana, and as such is the sole owner of the following described real property situated in Ravalli County, Montana: who Acquired title as Don Housman R/LH

Tract 35, certificate of survey No. 4775-G located in the SW 1/4 of section 16, Township 7 North, Range 21 West, R.M.M. Ravalli County, Montana.

Ramona C. Housman

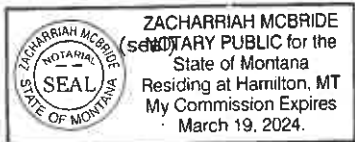
Signature of surviving joint tenant

Ramona C. Housman

Printed name of surviving joint tenant

STATE OF MONTANA)
) : ss
County of Ravalli)

This instrument was acknowledged before me this 15th day of July, 2021, by Ramona C. Housman
(name(s) of person(s) whose signatures are being witnessed)



Zachariah McBride
Notary Public for the State of Montana

Zachariah McBride
Printed Name of Notary Public

Residing at: Hamilton

My commission expires: 3/19/2024

TMA

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

17 pages

THIS DECLARATION, made this 4th day of December, 1992, by Jasand Partners Ltd., an Illinois Limited Partnership of 1427 Glenwood Avenue, Glenview, Illinois 60025, the Owner of the following-described real property, hereinafter referred to as the "Declarant".

RECITALS:

WHEREAS, the Declarant is the Owner of certain real property in Ravalli County, Montana, hereunder described as Totem Peak and more particularly described as follows, to wit:

Township 7 North, Range 21 West, P.M.M.

Section 8: W1/2NE1/4 and SE1/4, EXCEPTING AND RESERVING THEREFROM Tract 3, Certificate of Survey No. 4775G

Section 9: SW1/4, W1/2SW1/4SE1/4 and that portion of the SE1/4NW1/4 south of Bear Creek, EXCEPTING AND RESERVING THEREFROM Tract A, Certificate of Survey No. 4309.

Section 16: W1/2, S1/2SE1/4 and NW1/4NE1/4

Section 17: E1/2

WHEREAS, the Declarant wishes to place restrictions, covenants and conditions upon said real property for the use and benefit of itself as present Owner and for the future Owner(s) thereof, in order to enhance the value, desirability and attractiveness of this and adjacent land;

NOW, THEREFORE, the Declarant hereby declares that all the property described above 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 by providing a reasonably uniform plan for the development of the same as a desirable residential development. These restrictions, covenants, conditions, and easements shall run with the real property and shall be binding upon all parties having or 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 to the Owner thereof.

State of Montana County of Ravalli
Recorded Jan 28 19 92 at 1:48 PM
Book 201 of Books Page 230
Betty T. Lund Clerk & Recorder
By Colin Reynolds Dep. Fee 8102.00

Ret: Warden, Lane & Associates
PO Box 4747
Missoula, mt 59806

ARTICLE I.

Definitions

Section 1. "Declarant" shall mean Jasand Partners, Ltd., its successors and assigns.

Section 2. "Declaration" shall mean this document of Declaration of Covenants, Conditions and Restrictions of TOTEM PEAK, as may be amended from time to time.

Section 3. "Drainway" shall mean and refer to all channels, watercourses, draws, depressions, ditches, whether or not any of these shall constitute recognizable ravines or gorges of any size, and whether natural or artificial, over and in which surface water flows or is meant to flow.

Section 4. "Tract" shall mean and refer to any plot of land shown upon any recorded survey map of the Properties which shall be used exclusively for residential purposes.

Section 5. "Owner" shall mean and refer to every person or entity who is a record Owner of a fee, or undivided fee interest in any Tract which is subject to covenants of record. Record Owners who have sold any Tract under a recorded contract shall not be considered Owners, while the purchaser of any Tract, which is a part of the properties, under a recorded contract, shall be considered the Owner for all purposes herein. Persons or entities having an interest in any Tract merely as security for the performance of an obligation are hereby excluded.

Section 6. "Person" shall mean any individual, corporation, partnership, association, trust or other legal entity or combination thereof.

Section 7. "Properties" shall mean and refer to that certain property described herein as TOTEM PEAK. "Properties" shall also mean and refer to any addition of real properties as may subsequently be brought within the restrictions and covenants.

ARTICLE II.

Easements, Roads and Bridges

Section 1: Ownership. The Declarant hereby declares that the Owners shall own the easements, roads and bridges appurtenant to their Tract. The Declarant hereby covenants that it will transfer, convey and assign to the Owners all of Declarant's right, title and interest in and to the easements, roads and bridges appurtenant to the Tract sold to an Owner. If a site for stockpiling of road materials, including gravel and sand is set aside in the future, such site shall also be subject to Owner's control.

Section 2: Maintenance. The use of the easements, roads and bridges shall be governed by the Owners and such Owners shall have the responsibility of maintaining all such easements, roads and bridges as required except for maintenance provided by a governmental agency. After maintenance of the easements, roads and bridges begins, the cost shall be allocated among the Owners on the basis of 1/40th for each Tract owned. Should a Tract be subdivided, the allocation shall be adjusted to reflect the addition of the new tracts.

ARTICLE III

Expenses

Section 1: Creation of Personal Obligation. The Declarant, for each Tract owned within the properties, covenants to, and each other Owner of any Tract by acceptance of a deed or contract for purchase of any lot within the Properties whether or not it shall be so expressed in said deed or contract, is deemed to covenant and agree to and be subject to, the levy of expenses herein stated. Each expense levied shall be the personal obligation of the Owner of each Tract as of the date of levy. This personal obligation shall pass to a successor-in-title if unpaid by his predecessor.

Section 2: Purpose of Expenses. The expenses levied by the Owners shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties,

and in particular for the improvement, operation and maintenance of roads, bridges and easements.

Section 3: Initial and Uniform Rate of Expenses. Both annual and special expenses must be fixed at a uniform rate for all Tracts and shall be collected pursuant to Section 5 of this Article III. However, where an Owner is utilizing more than one Tract as a single homesite, and has commenced construction of a dwelling thereon, the Owners may, in their discretion, elect to treat such Owner the same as a single Tract Owner for expense purposes. Subject to Section 2, ARTICLE II, expenses may be based on a flat rate or on usage.

Section 4: Types of Expenses. The expenses levied by the Owners shall be utilized to provide funds consistent with the purposes of this Declaration. The expenses may include, but shall not be limited to, the following:

(a) Annual Expenses. Subject to the provisions contained in Article V. annual expenses shall be levied for maintenance of roads, bridges and easements, and other normal expenses the Owners may find necessary, to be consistent with the restrictions and covenants set forth herein. The annual expenses for the year ending December 31, 1993 shall be Two Hundred Fifty (\$250.00) Dollars per Tract, with the amount of subsequent annual expenses to be set by majority vote of the Owners.

(b) Special Expenses. The Owners may levy in any year special expenses for the purpose of defraying in whole or in part, the costs of any construction, reconstruction or unexpected repair or replacement of any roads, easements or bridges, or for such other improvements as are determined necessary or desirable. However, no special expenses shall be levied which have not been approved by the affirmative vote of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called to consider such special expenses. No such expense shall be levied to cover a period in excess of five (5) years.

Section 5: Payment of Expenses. The expenses provided for herein shall be computed on a yearly basis, commencing on the 1st

day of January of each year and terminating on the 31st day of December of the same year. The expenses for any year shall become due and payable monthly, quarterly, annually and/or in advance, at the discretion of the Owners. The Owners shall fix the amount of the expense against each Tract for each expense period at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the properties and expenses applicable thereto. Written notice of the levy of expenses shall thereupon be sent to every Owner subject thereto. The amount of the expense which may be levied on any Tract initially purchased shall be prorated in proportion to the total expenses for the entire year.

Section 6: Effect of Non-Payment of Expenses. If the expenses are not paid by midnight on the date when due, then such expenses shall become delinquent and shall, together with any interest thereon, become a continuing lien on the Tract which shall run with the land. If the delinquent expenses remain unpaid for thirty (30) days after such levy, the delinquent expenses shall bear interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the then Owner to pay any expenses or interest shall not be affected by any conveyance or transfer of title to said Tract. Any Owner or Owners may bring an action at law against the Owner obligated to pay the same and/or to foreclose the lien against the Tract, and there shall be added to the amount of such expenses any costs of collecting the same for foreclosing the lien thereof, including reasonable attorneys' fees.

ARTICLE IV.

Covenants

The following protective covenants are designed to provide a uniform plan for the development of the properties. They shall constitute a covenant running with the land for each Tract within the properties.

Section 1: Land Use. All Tracts in the above-described property shall be used for single-family residential purposes only and no business, trade or manufacture shall be conducted

thereon. A Tract may be subdivided, provided however that no Tract shall have a minimum size less than 10.0 acres unless used by all Owners for the storage of road maintenance materials or equipment necessary to such maintenance.

Section 2: Building Type. There shall be no more than one (1) single-family dwelling and a private garage on each Tract. All dwellings shall be of good quality, permanent and new construction, affixed to the land upon permanent foundations and aesthetically compatible with the other structures on said real property. If the garage is not attached to the house, it is to be constructed of a material and design similar to the house. The Owners are authorized in their absolute discretion to approve exceptions to this section and may approve a guest house, small barn or other reasonable outbuildings to serve the residents of the principal dwelling house. Any outbuildings shall be aesthetically compatible with the main residences and surrounding developments. Each dwelling shall have not less than one thousand (1,000) square feet on the main floor, measured on the outside perimeter of the top of the foundation, exclusive of porches, basements and garages. No dwelling house shall have more than two and one-half (2 1/2) stories. All the houses, buildings or structures shall be of natural materials and painted or stained in earth tone colors or left natural to blend aesthetically into the forest environment. All structures shall be constructed of new materials, except suitable used materials such as used bricks or beams may be utilized. The Owners are authorized in their absolute discretion to approve exceptions to this section. No structure of a temporary character shall be constructed, placed or used on any Tract at any time as a residence or otherwise, except that unoccupied travel trailers and campers which are not unsightly may be stored on the premises when not in use, provided that they are suitably screened from view by shrubbery, fences, or garages. However, an occupied travel trailer or camper may be allowed for a period of time, not to exceed twelve (12) months, as a temporary residence for a

property Owner while a permanent residence is being constructed. At no time may a mobile home or modular home be allowed as a permanent residence. In addition, a contractor may provide a temporary structure for office and storage on the land during active construction but such structure shall be immediately removed upon completion of the dwelling house. No old buildings may be moved onto said Tract. All structures shall be completed within twelve (12) months of commencement of construction. Notwithstanding the foregoing, Tracts 10, 11, 26, 27 and 28 shall be excluded from the square foot requirement for a dwelling only, but shall nonetheless be subject to all other terms of this Section 2.

Section 3: Location of Buildings. No building shall be located on any Tract closer than one hundred (100) feet from any property line of any Tract. For purposes of this section, the building location shall be considered to be the building's foundation lines; and eaves, steps and open porches shall be considered as part of the building. The Owners shall have the right to permit reasonable modifications to this setback requirement by a majority vote. No dwelling shall be located in any drainway, gully, ravine, or other natural drainage course.

Section 4: Signs and Billboards. No signs, billboards, posters or advertising displays or devices of any kind or character shall be erected, placed or permitted to remain on any Tract except land sale promotion signs, mailboxes, or signs to identify the residences. A small "For Sale" sign shall be permitted but shall not exceed a surface area of five (5) square feet.

Section 5: Maintenance. Each property Owner shall provide exterior maintenance upon such Tract and structures, to include painting and repairing the structures, maintaining the lawn and grounds, and not permitting refuse piles or other unsightly objects to accumulate or remain on the ground. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding areas and

consistent with generally accepted concepts for desirable residential developments.

Section 6: Garbage. No Tract shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage, or other waste be allowed to accumulate except in sanitary containers which shall be emptied on at least a weekly basis. All garbage shall be stored in containers of metal, plastic or other suitable materials which have sufficiently tight-fitting covers to prevent the escape of noxious odors and to prevent entrance by pets or wildlife. Except for garbage collection, no such receptacles shall be placed closer than one hundred (100) feet from any property line of any Tract unless the same is constructed so as to be located underground or to be completely screened from sight by a suitable enclosure which does not create an unsightly area or interfere with the surrounding residential development. No trash or garbage shall be burned anywhere on the properties except in fire-safe masonry or metal incinerators. All such garbage disposal or incineration shall conform to local and state health and fire regulations.

Section 7: Commercial Usage Prohibited. No store, manufacturing plant, farm, feed lot, dairy, shop, beauty parlor or salon of any kind or any other manufacturing, industrial, or mineral enterprise of any type shall be carried on or conducted on any Tract. Additionally, no noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighboring Owners or residents. Hobbies may be pursued, including but not limited to breeding of animals, provided that the same are not raised for commercial purposes and comply with and are permitted by the other covenants herein.

Repair of cars or other machines, provided that such repair is not done as a business, and other recreational pursuits shall be allowed, provided such activities are pursued in a suitable enclosure and do not constitute a nuisance or become noxious to surrounding land Owners. For the purposes hereof, leasing or

renting of the property shall not constitute a commercial use or enterprise

Section 8: Fences. Property Owners may fence their respective Tracts and portions thereof provided that all fences must be well built of natural materials to blend aesthetically into the forest environment and be properly maintained.

Section 9: Animals. Domestic animals are allowed, but they shall be maintained by each property Owner in a reasonable manner so as not to interfere with the quiet enjoyment of the property described, or with game habitats, and in such a manner as to be compatible with the serenity and natural character of the area. In particular, it is recognized that the described property is range for numerous wild game. Domestic animals shall be controlled to insure preservation of said wild game. The preservation and support of wild game, wild life, and their habitat shall be encouraged. Each Owner shall maintain wild game and bird habitat, including ground cover, plants, vegetation and stream beds, in their natural condition as long as such maintenance does not interfere with the normal or planned use of the premises by each property Owner.

It is recognized that livestock may be pastured upon the ground described herein. It is required that all livestock be within an enclosed area with good and proper fencing so that the livestock will not be allowed to roam at large or trespass upon other properties. Each property Owner shall be responsible for maintaining fences on any area enclosing livestock including horses, cattle, sheep, and other livestock which may be allowable.

No commercial kennels, or the commercial breeding, raising, training or boarding of dogs, cats, livestock, or any other animals shall be allowed, nor shall feed lots of any type be kept or maintained on any of the Tracts in these properties. Sales of animals are permitted only as related to hobbies as hereinabove set forth and directly incidental thereto.

All animals kept on any Tract shall be properly fed, watered, and sheltered from the elements in such manner and as shall be consistent with their good health, and each Owner thereof, or persons responsible therefor shall treat and care for such animals in a humane and merciful fashion, so that other persons in the area shall not be required to tolerate or condone inhumane treatment of the said animals. Moreover, all animals shall be kept in suitable enclosures so as to prevent their being a nuisance to other occupants of the area; provided, however, that inhumane or cruel confinement of animals shall not be permitted. Violations of these requirements regarding animals shall be considered a complete breach of these protective and restrictive covenants, giving rise to such remedies as are allowed by law for the breach of any other covenants contained herein.

Section 10: Nuisances. No noxious or offensive activities shall be carried on or permitted on any Tract, nor shall the property be used in any way which might endanger the health or safety of, or unreasonably disturb the surrounding residents.

Section 11: Vehicles. No motor vehicle which cannot be moved under its own power may be left on any Tract or parcel other than a garage for more than seventy-two (72) hours, or left on the road in said area. Scrap or junk vehicles, or any parts thereof, will not be permitted on any Tract. No trucks exceeding one (1) ton, trailers, semi-trailers, or other large commercial machinery, or any other unsightly vehicle shall be parked or allowed to remain on said properties unless stored in a garage or otherwise completely screened from view by screening approved by the Owners.

Section 12: Sanitary Restrictions: The Owner of every Tract shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and

recommendations of the Montana State Department of Health and Ravalli County, Montana, which shall be notified and allowed to inspect any sewer system installed on any Tract.

Section 13: Recreational Vehicle and Power Equipment Use.

No recreational vehicles, including motorcycles, snowmobiles, all-terrain vehicles, go-carts, dune buggies and all other types of recreational vehicles shall be operated or used on the properties without a functional muffler and spark arrestor and such vehicles shall be operated on the vehicle Owner's property, common roadways, and only as permitted by state law. Such vehicles and other types of power equipment shall not be operated in a manner which creates a nuisance or annoyance to the other property Owners and shall be operated only between the hours of 8:00 a.m. and 9:00 p.m.

Section 14: Fire and Casualty Damage. Any dwelling damage by fire or other casualty must be removed from the premises or repairs commenced within one hundred twenty (120) days unless an extension of time for such removal or repair is granted by a majority vote of the Owners. Any damaged dwelling not so removed or repaired may be removed at the Owner's expense and the Owners may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection herewith.

Section 15: Utilities. All utility lines shall be placed underground except for locations where underground lines cannot be buried in the opinion of the public utility involved.

Section 16: Firearms. No firearms shall be discharged on any Tract at any time.

Section 17: Surrounding View. In order to ensure that the view of surrounding Tract Owners shall not be impaired by unsightly objects, clutter or illuminants, no pole (except for a flag pole placed no closer than one hundred (100) feet from the Tract's boundary) or other object (except for satellite dishes) which disturbs the view from other Tracts shall be allowed for yard lighting, television reception, radio communication, or any

other similar purpose. Detached yard lights shall be limited to pedestals not more than ten (10) feet in height and shall be shielded to direct light only in a downward direction.

Section 18: Easements and Road Use. Easements are hereby reserved and dedicated on the property described herein for all existing roads (including unimproved roads) and existing utility lines. In addition, easements for roads, utilities, and water or sewer lines shall be property reserved and dedicated for any further sub-divisions or Certificates of Survey for the property described herein. All property Owners within the real property described herein shall have reasonable general use of the roads within the property; recognizing that said roads may provide exterior access to their property.

Section 19: Tree Removal. Unless approved by a majority vote of the Owners, no harvest of merchantable timber or substantial tree removal shall be permitted except within fifteen (15) feet of a planned house wall. Such tree removal or site clearance shall begin only when excavation for the building site is scheduled. In addition, trees may be removed for driveways, roads, fire and safety purposes, disease control, and to create view corridors, but, otherwise the existing timber shall be maintained or preserved on each Tract.

Section 20: Fires and Fire Safety. All wood burning equipment, including stoves and fireplaces, shall comply with all local and state laws and regulations. Barbecue pits shall be allowed provided that they are surrounded by a minimum of ten (10) feet of non-combustible material.

There shall be no fires started without local permission and adequate supervision necessary to protect the other Tracts in the area. Fires shall be controlled and managed in accordance with local and state laws and regulations. Any Owner who fails to control any fire he has started which damages all or portions of other Tracts shall be liable for all damages caused by said fire.

Section 21: Control of Hazardous Materials. There shall not be stored or maintained on any Tract more than ten (10)

gallons of flammable or volatile liquid or gas except for the storage of residential heating fuel or motor vehicle fuel contained in tanks which are screened from view and installed in accordance with Montana law. No other materials of any kind constituting a fire, environmental or toxic hazard shall be stored or allowed to accumulate on any Tract.

Section 22: Mining. No mining or mineral removal activity, including the removal of gravel or sand except for landscaping purposes, shall be permitted on any Tract or roadway.

Section 23: Building and Fire Codes. All construction shall comply with provisions of the following codes: Uniform Building Code, National Plumbing Code, Uniform Fire Code, National Electrical Code, and any other applicable established codes.

Section 24: Easement Reservations. Except for the Owner's right to locate a well on the Tract owned by him or her, Declarant shall have and does hereby reserve the right to locate, install, erect, construct, maintain, and use, or authorize the location, installation, erection, construction, maintenance, and the use of water lines, drains, sewer lines, electrical lines, telephone lines, and other utilities, and to give or grant of right-of-way easement, not more than twenty (20) feet in width, therefore: (a) over any part of the easements and roadways so far as possible, and (b) over any part of any Tract within the Properties, providing that such location, installation, erection, construction, maintenance, and use as harmonious with the development of the Properties. In addition, the Properties are subject to easements, and right-of-way for roads. All such road easements shall include a security corresponding easement for any utilities or other service.

Owners by a majority vote shall have and do hereby reserve for the safety and security of the Properties the right to locate, install, erect, construct, maintain, or use or authorize the location, installation, erection, construction, maintenance and use of irrigation flumes, ditches, culverts, pipes, or lines.

If any construction undertaken by an Owner violates the safety or security of the Properties in the opinion of the majority of the Owner's, the cost to correct the problem shall be borne by the Owner involved.

Section 25: Ingress and Egress. Declarant retains rights of ingress and egress to, upon, and from the properties for the purpose of locating, installing, erecting, constructing, maintaining or using water lines, drains, sewer lines, electrical lines, telephone lines and other utilities.

Section 26: Weed Control. The Owner of each Tract shall be responsible for the control of noxious weeds as defined by Ravalli County regulations and vegetation thereon. In the event an Owner fails to provide such control, the remaining Owners are authorized to enter the lot and provide such control, including mowing of noxious weeds and vegetation, and application of herbicides, at the expense of the Owner of the Tract concerned. The Owners are hereby authorized to enter into cooperative agreements with state or county entities and/or private groups to further weed control.

Section 27: Approval by the Declarant. The approval by the Declarant provided for herein may be given by the Declarant, its duly authorized agent, and successors or assigns, or a committee appointed by the Declarant until the authority to give such approval shall be transferred by the Declarant, its successors or assigns, to the Owners.

ARTICLE V.

Declaration of Reciprocal Easement - Roadway Easement

Declarant does hereby grant and convey unto the present and future Owners of the Tracts herein described an easement for ingress, egress, utility and roadway purposes over and across those roadways described more particularly in the first paragraph of the Recitals and known as Totem Peak. This grant of easement shall run perpetually with the land benefitted.

ARTICLE VI.

General Provisions

Section 1: Duration. The covenants, conditions and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owners of any Tract subject to this declaration, their respective legal representatives, heirs, successors, or assigns for a term of thirty (30) years from the date this declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten (10) years thereafter; provided, however, that these covenants may be modified, changed or eliminated by an instrument in writing filed with the Ravalli County Clerk and Recorder and signed by the Owner or Owners of two-thirds (2/3) of the Tracts to which these covenants apply.

Section 2: Enforcement. Any Owner or the Declarant, shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any Owner, or by the Declarant to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter.

Should any lawsuit or other legal proceeding be instituted by the Declarant against an Owner who is alleged to have violated one or more of the provisions of this declaration, and should the Declarant be wholly or partially successful in such proceeding, the offending Owner shall be obligated to pay the costs of such proceeding, including a reasonable attorney's fee.

Section 3: Voting. Each Owner shall be entitled to one vote for each Tract owned and the vote of a majority of the Owners shall be necessary to authorize any actions contemplated hereby, except as to provisions herein otherwise calling for a

different vote. In the case of multiple of Owners of single Tract, there shall only be one vote per Tract.

Section 4: Notices. Any notice required to be sent to any person or entity under the provisions of this declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person or entity.

Section 5: Severability. Invalidation of any one 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 6: Annexation. Additional properties that border property subject to these covenants may be added, provided that such annexation shall have the consent of the Declarant.

Section 7: Liability of Declarant. The Declarant shall have no liability for any of its actions or failures to act, or for any action or failure to act of any Owner of any Tract. The relationship between the Declarant and the property Owner shall be deemed not that of principal and agent, partnership, or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant has expressly assumed herein.

IN WITNESS WHEREOF, this document has been executed the day and year first above written.

Jasand Partners, Ltd., Declarant

By Tomel Land Development Corporation,
General Partner

By: *Tom O'Bryan*
Tom O'Bryan, President

Attest by: *Melvyn H. Zahn*
Melvyn H. Zahn, Secretary



STATE OF Montana)
County of Missoula) : ss.

On the 4th day of December, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Tom O'Bryan known to me (or proved to me on the oath of Tom O'Bryan) to be the President of the Corporation that executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Harry A. Haines

(SEAL)

Notary Public for the State of Montana
Residing at Missoula, Montana
My commission expires: Sept 12, 1993

STATE OF Montana)
County of Missoula) : ss.

On the 4th day of December, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Melvyn H. Zahn known to me (or proved to be on the oath of Melvyn H. Zahn) the Secretary of the corporation that executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Harry A. Haines

(SEAL)

Notary Public for the State of Montana
Residing at Missoula, Montana
My commission expires: 9-12-93

/lgb

Betty S. Lund
CLERK AND RECORDER

Wendy C. May
DEPUTY

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT, made this 26th day of November, 1993, by JASAND PARTNERS, LTD., an Illinois limited partnership, of 1427 Glenwood Avenue, Glenview, Illinois 60025 (the "Declarant").

R E C I T A L S:

WHEREAS, Jasand Partners, Ltd., an Illinois limited partnership, is currently the Owner of all tracts of land in Totem Peak Development as shown by Certificate of Survey No. 4775G, except for Tract 3 thereof, which real property is located in Ravalli County, Montana;

AND WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded on the 28th of December, 1992, in Book 201 of Deeds, page 230, Records of Ravalli County, Montana, relating to Totem Peak which Jasand Partners, Ltd., wishes to modify pursuant to the authority reserved in ARTICLE VI, Section 1;

NOW, THEREFORE, Jasand Partners, Ltd., pursuant to the authority previously described, does hereby amend the Declaration of Covenants, Conditions and Restrictions by providing that the Owner of Tract 22 may construct and operate a bed and breakfast business on such tract, which tract shall otherwise be subject to the covenants, conditions and restrictions previously recorded in Book 201 of Deeds, page 230, Records of Ravalli County, Montana.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first above written.

JASAND PARTNERS, LTD.

By Tomel Land Development Corporation,
General Partner

By: *Tom O'Bryan*
Tom O'Bryan, President

ATTEST:

By: *Melvin B. Zahn*
Melvin B. Zahn, Secretary

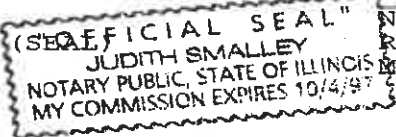
TI-5386

Return to Worden, Thane, & Hanes, Suite 600 111 N. Higgins, PO Box 4747, Missoula, MT. 59806

STATE OF IL)
County of Cook) : ss.

On the 26 day of November, 1993, before me, the undersigned, a Notary Public for the State of IL, personally appeared TOM O'BRYAN, known to me (or proved to me on the oath of TOM O'BRYAN) to be the President of the corporation that executed the within instrument on behalf of such corporation and acknowledged to me that such corporation executed the same.

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



Judith Smalley
Notary Public for the State of IL
Residing at 1415 GLENWOOD AV GLENVIEW IL
My commission expires: 10-4-97

STATE OF IL)
County of COOK) : ss.

On the 26 day of NOVEMBER, 1993, before me, the undersigned, a Notary Public for the State of IL, personally appeared MELVIN H. ZAHN, known to me (or proved to me on the oath of MELVIN H. ZAHN) to be the Secretary of the corporation that executed the within instrument on behalf of such corporation and acknowledged to me that such corporation executed the same.

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

(SEAL)



Judith Smalley
Notary Public for the State of IL
Residing at 1415 GLENWOOD GLENVIEW
My commission expires: 10-4-97

/me1

STATE OF MONTANA
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DEPUTY \$60.00

Betty J. Lund

CLERK AND RECORDER BY

Linda D. Beisel

RESTATEMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this ____ day of March, 1995, by Jasand Partners Ltd., an Illinois Limited Partnership of 1427 Glenwood Avenue, Glenview, Illinois 60025, the Owner of two-thirds (2/3) of the tracts located on the following-described real property, hereinafter referred to as the "Declarant."

RECITALS:

WHEREAS, the Declarant is currently the Owner of two-thirds (2/3) of the tracts located on certain real property in Ravalli County, Montana, hereunder described as Totem Peak and more particularly described as follows, to wit:

Township 7 North, Range 21 West, P.M.M.

Section 8: W $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$, EXCEPTING AND RESERVING THEREFROM Tract 3, Certificate of Survey No. 4775G

Section 9: SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ south of Bear Creek EXCEPTING AND RESERVING THEREFROM Tract A, Certificate of Survey No. 4309

Section 16: W $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 17: E $\frac{1}{2}$

WHEREAS, the Declarant had previously placed restrictions, covenants and conditions upon the above described real property by DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") recorded December 28, 1992 at Book 201 of Deeds at Page 230 of the official records of Ravalli County, Montana, which Declaration was amended by AMENDMENT TO DECLARATION OF COVENANTS,

*11) BETTY J. LUND, CLERK, P.C. ATTY. HARRY HANSEN
P.O. Box 4747
Missoula, MT 59806*

ARTICLE I.

Definitions

Section 1. "Declarant" shall mean Jasand Partners, Ltd., its successors and assigns.

Section 2. "Declaration", shall mean this document of Declaration of Covenants, Conditions and Restrictions of TOTEM PEAK, as may be amended from time to time.

Section 3. "Tract" shall mean and refer to any plot of land shown upon any recorded survey map of the Properties which shall be used exclusively for residential purposes.

Section 4. "Owner" shall mean and refer to every person or entity who is a record Owner of a fee, or undivided fee interest in any Tract which is subject to covenants of record. Record Owners who have sold any Tract under a recorded contract shall not be considered Owners, while the purchaser of any Tract, which is a part of the properties, under a recorded contract, shall be considered the Owner for all purposes herein. Persons or entities having an interest in any Tract merely as security for the performance of an obligation are hereby excluded.

Section 5. "Person" shall mean any individual, corporation, partnership, association, trust or other legal entity or combination thereof.

Section 6. "Properties" shall mean and refer to that certain property described herein as TOTEM PEAK. "Properties" shall also mean and refer to any addition of real properties as may subsequently be brought within the restrictions and covenants.

ARTICLE II.

Covenants

Section 1: Land Use. Except as to Tract 22, all Tracts in the above-described property shall be used for single family residential purposes only and no business, trade or manufacture

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CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Amendment"), as to Tract 22 only, said Amendment recorded December 8, 1993, at Book 206 Deeds, Page 481 of the official records of Ravalli County, Montana; covenants and conditions upon said real property for the use and benefit of itself as present Owner and for the future Owner(s) thereof, in order to enhance the value, desirability and attractiveness of this and adjacent land; and,

WHEREAS, Declarant wishes to restate its Declaration, and intends that this Restatement supersede the prior Declaration, and to the extent that this RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Restatement") is inconsistent with the prior Declaration, Declarant intends that this Restatement shall control, except that the Amendment as to Tract 22 shall remain in full force and effect,

NOW, THEREFORE, the Declarant hereby declares that all the property described above 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 by providing a reasonably uniform plan for the development of the same as a desirable residential development. These restrictions, covenants, conditions and easements shall run with the real property and shall be binding upon all parties having or 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 to the Owner thereof.

shall be conducted thereon. A Tract may be subdivided, provided however that no Tract shall have a minimum size less than 5.0 acres unless used by all owners for storage of road maintenance materials or equipment necessary to such maintenance.

Section 2: Building Type. All dwellings shall be permanent and affixed to the land upon permanent foundations. No dwelling shall have more than two and one-half (2 1/2) stories. No structure of a temporary character shall be constructed, placed or used at any time as a residence except that unoccupied travel trailers and campers may be stored on the premises when not in use. However, an occupied travel trailer or camper may be used for a period of time not to exceed twelve (12) months as a temporary residence while a permanent residence is being constructed.

Section 3: Location of Buildings. No Building shall be located on a Tract closer than one hundred (100) feet from any property line of any Tract. For purposes of this section, the building location shall be considered the buildings foundation lines. The Owners shall have the right to permit modifications to this setback requirement by a simple majority vote. The one hundred (100) foot setback requirement shall not apply to a Tract that borders Bear Creek Trail Road.

Section 4: Signs and Billboards. No signs, billboards, posters or advertising displays or devices of any kind or character shall be erected, placed or permitted to remain on any Tract except land sale promotion signs, mailboxes or signs to identify residences. A small 'For Sale' sign not exceeding five (5) square feet shall be permitted.

Section 5: Garbage. No Tract shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary

containers which shall be emptied on at least a bi-weekly basis. All garbage shall be stored in containers of metal, plastic or other suitable materials which have sufficiently tight-fitting covers to prevent the escape of noxious odors and to prevent entrance by pets or wildlife. Except for garbage collection, no such receptacles shall be placed closer than one hundred (100) feet from any property line of any Tract unless the same is constructed to be located underground or to be completely screened from sight.

Section 6: Commercial Use Prohibited. No store, manufacturing plant, farm, feed lot, dairy, shop, beauty parlor, commercial machine or auto repair, or salon of any kind or other manufacturing, industrial or mineral enterprise of any type shall be carried on or conducted on any Tract.

Section 7: Animals. Domestic animals shall be maintained by each property owner in a reasonable manner so as not to interfere with the quiet enjoyment of the property described. In particular, it is recognized that the described property is range for numerous wild game. Domestic animals shall be controlled to insure preservation of said wild game. All domestic animals (including livestock) must be kept within the property owner's property. Livestock must be kept within an enclosed area with good and proper fencing so that the livestock will not be allowed to trespass upon other properties. Each property owner shall be responsible for maintaining their own fences on any area enclosing livestock.

Section 8: Recreational Vehicle and Power Equipment Use. No recreational vehicles, including motorcycles, snowmobiles, all-terrain vehicles, go-carts, dune buggies and all other types of recreational vehicles shall be operated or used on the properties without a functional muffler and spark arrestor and any such vehicles shall be operated only on the vehicle owner's

property, common roadways and only as permitted by state law. Such vehicles and other types of power equipment shall be operated only between the hours of 8:00 a.m. and 9:00 p.m.

Section 9: Fire and Casualty Damage. Any dwelling damaged by fire or other casualty must be removed from the premises or repairs commence within one hundred twenty (120) days unless an extension of time is granted by a majority of Owners. Any damaged dwelling not so removed or repaired may be removed at the Owner's expense and the Owner may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection herewith.

Section 10: Tree Removal. Unless approved by a majority vote of the Owners, no harvest of merchantable timber or substantial tree removal shall be permitted except within thirty (30) feet of a planned house wall. In addition, trees may be removed for driveways, roads, fire and safety purposes, disease control and to create view corridors, but otherwise, the existing timber shall be maintained.

Section 11: Fires and Fire Safety. Any Owner who fails to control any fire he has started which damages all or portions of other Tracts shall be liable for all damages caused by said fire.

ARTICLE III.

Easements and Roads

Section 1: Ownership. The Declarant hereby declared that the Owners shall own the easements and roads appurtenant to their Tract. The Declarant hereby covenants that it will transfer, convey and assign to the Owners all of Declarant's right, title and interest in and to the easements and roads appurtenant to the Tract sold to the Owner. If a site for stockpiling of road

materials, including gravel and sand is set aside in the future, such site shall also be subject to Owner's control.

Section 2: Maintenance. The use of the easements and roads shall be governed by the Owners and such Owners shall have the responsibility of maintaining such easements and roads as required. Such maintenance shall be shared by all Owners as determined by the following: Divide the complete expense of maintenance by the total linear footage of the road serviced. That number is the 'price per foot' of maintenance expense. Each Owner's share shall be the number of linear feet of road serviced on their property times the 'price per foot' cost. Should a Tract be subdivided and sold, the new Owners of record shall be included and responsible for their portion of the road serviced. Due to the geographic divisions caused by Bear Creek and Fred Burr Creek, road maintenance will be divided into three separate groups: South of Fred Burr Creek, North of Fred Burr Creek to South of Bear Creek, and North of Bear Creek.

ARTICLE IV.

Expenses

Section 1: Creation of Personal Obligation. The Owner understands and agrees to be subject to the expenses listed in Article III Section 2. Each said expense shall be the personal obligation of the Owner as of the date due and shall pass on to any successor-in-title if unpaid by his predecessor.

Section 2: Purpose of Expenses. The purposes of these expenses shall be used only to promote the health, safety and welfare of the residents of the Properties and in particular for the improvement, operation and maintenance of the roads and easements.

Section 3: Types of Expenses.

(a) Annual Expenses. Annual expenses are to include maintenance of roads and easements, and other normal expenses the Owners may find necessary to be consistent with the Covenants set forth herein. These may include snow removal, road blading, removal of fallen trees and rocks.

(b) Special Expenses. Due to unforeseen circumstances, i.e. avalanche, flood, earthquake, erosion, etc., it may be necessary to institute a special expense at some time in the future. This can only be done by a two-thirds (2/3) majority vote of the Owners whose roadfront is affected by such unforeseen circumstances.

Section 4: Payment of Expenses. The expenses listed above shall be due and payable within thirty (30) days after written notice has been sent to the Owner.

Section 5: Non-Payment of Expenses. If the expenses are not paid by the due date, then such expenses shall become delinquent and shall together with any interest thereon, become a continuing lien on the property which shall run with the land. If the expenses remain unpaid for thirty (30) days, they shall begin bearing interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the Owner to pay the expenses and interest shall not be affected by any conveyance or transfer of title to the property. Any owner may bring an action at law against the Owner obligated to pay the same, and there shall be added to the expenses any costs of collecting the same, including reasonable attorney fees.

STATE OF MONTANA
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MARCH 30, 1995

COUNTY OF RAVALLI
11:40AM BOOK 212 DEEDS

392688

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IN WITNESS WHEREOF, this document has been executed the day and year first above written.

Jasand Partners, Ltd., Declarant

By Tomel Land Development Corporation,
General Partner

By: Tom O'Bryan
Tom O'Bryan, President

Attest by: Melvyn H. Zahn
Melvyn H. Zahn, Secretary

STATE OF ILLINOIS)
) : ss.
County of Cook)

On the 26 day of March, 1995, before me, the undersigned, a Notary Public for the State of Illinois, personally appeared Tom O'Bryan, known to me (or proved to me on the oath of Tom O'Bryan) to be the President of the corporation and the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Wendy O'Bryan
Notary Public for the State of Illinois
Residing at Genevieve, IL
My commission expires: 5-6-98

STATE OF MONTANA
RECORDED MARCH 30, 1995

COUNTY OF RAVALLI
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STATE OF ILLINOIS)
)
) : ss.
County of Cook)

On the 26 day of March, 1995, before me, the undersigned, a Notary Public for the State of Illinois, personally appeared Melvin H. Zahn, known to me (or proved to me on the oath of Melvin H. Zahn) to be the Secretary of the corporation and the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



W. J. Ryan
Notary Public for the State of Illinois
Residing at Meridian St
My commission expires: 5-6-98

Patty J. Lund

CLERK AND RECORDER

BY *Jena L. Miller*

**AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT made this 21 day of April, 1997, by JASAND PARTNERS, LTD., an Illinois limited partnership, of 1427 Glenwood Avenue, Glenview, Illinois 60025, Elizabeth Zahn, of 117 Belle Avenue, Highland Park, Illinois 60062, Karen Zahn, of 117 Belle Avenue, Highland Park, Illinois 60062, Andrew Zahn and Sandee Zahn, of 526 Madison Avenue, Glencoe, Illinois 60022, Old Kent Bank, as Trustee of the Melvin Zahn Trust, of Sears Tower, Mezzanine Level, Trust Department, Chicago, Illinois 60606, Tom D. O'Bryan and Wendy O'Bryan, 1427 Glenwood, Glenview, Illinois 60075, and John Celarek and Carol Celarek, of 225 Brampton Lane, Lake Forest, Illinois 60045 ("Declarants").

RECITALS

WHEREAS, the Declarants are the owners of two-thirds (2/3) of the tracts of land located on certain real property in Ravalli County, Montana, hereafter described as Totem Peak and more particularly described as follows:

Township 7 North, Range 21 West, P.M.M.

Section 8: W1/2NE1/4 and SE1/4, EXCEPTING AND RESERVING THEREFROM Tract 3, Certificate of Survey No. 4775G

Section 9: SW1/4, W1/2SW1/4SE1/4 and that portion of the SE1/4NW1/4 south of Bear Creek EXCEPTING AND RESERVING THEREFROM Tract A, Certificate of Survey No. 4309

Section 16: W1/2, S1/2SE1/4 and NW1/4NE1/4

Section 17: E1/2

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded on December 28, 1992, at Book 201 of Deeds at Page 230 of the official records of Ravalli County, Montana, which Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions, said Amendment recorded December 8, 1993, at Book 206 Deeds, Page 481 of the official records of Ravalli County, Montana, and which Declaration was restated by Restatement of Declaration of Covenants, Conditions and Restrictions recorded on March 30, 1995, at Book 212 of Deed, Page 784 of the official records of Ravalli County, Montana, which Declaration the Declarants further wish to amend pursuant to ARTICLE VI, Section 1;

NOW, THEREFORE, the Declarants, pursuant to the authority previously described, do hereby amend the Declaration of Covenants, Conditions and Restrictions, as amended and *to*

TI-6987 Tax Parcel #956005

Return to: Harry Haines
Warden, Thane & Haines
PO Box 4747
Missoula, MT 59808

restated, by providing that as Tract 6 can only be accessed by Bear Creek Trail Road, the Owners of Tract 6 shall be responsible for their equal share of any expenses for maintenance or repair assessed for Bear Creek Trail Road only. The expense of maintenance or repair for roads located in Totem Peak other than Bear Creek Trail Road shall not be assessed against the Owners of Tract 6. Tract 6 shall otherwise be subject to the Declaration of Covenants, Conditions and Restrictions as previously amended and restated.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first above written. This Amendment may be executed simultaneously in one or more counterparts, and such agreements taken collectively shall be considered an original, valid and binding document.

IASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner THE TOMEL LAND
DEVELOPMENT CORPORATION

By: 
Thomas D. O'Bryan, Its President

ATTEST:

Melvyn Zahn, Its Secretary


Elizabeth Zahn

Karen Zahn

Andrew Zahn

Sandee Zahn


Thomas D. O'Bryan


Wendy O'Bryan


John Celarek


Carol Celarek

By: _____
Old Kent Bank, Trustee of the Melvyn Zahn
Trust

restated, by providing that as Tract 6 can only be accessed by Bear Creek Trail Road, the Owners of Tract 6 shall be responsible for their equal share of any expenses for maintenance or repair assessed for Bear Creek Trail Road only. The expense of maintenance or repair for roads located in Totem Peak other than Bear Creek Trail Road shall not be assessed against the Owners of Tract 6. Tract 6 shall otherwise be subject to the Declaration of Covenants, Conditions and Restrictions as previously amended and restated.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first above written. This Amendment may be executed simultaneously in one or more counterparts, and such agreements taken collectively shall be considered an original, valid and binding document.

JASAND PARTNERS, LTD., an Illinois Limited Partnership, by and through its General Partner THE TOMEL LAND DEVELOPMENT CORPORATION

By: Thomas D. O'Bryan
Thomas D. O'Bryan, Its President

ATTEST:

Meivyn Zahn
Meivyn Zahn, Its Secretary

Elizabeth Zahn
Elizabeth Zahn

Karen Zahn
Karen Zahn

Andrew Zahn
Andrew Zahn

Sandee Zahn
Sandee Zahn

Thomas D. O'Bryan

Wendy O'Bryan

John Celarek

Carol Celarek

By: Meivyn Zahn
Old Kent Bank, Trustee of the Meivyn Zahn Trust

CLERK & RECORDER'S MEMO:
LEGIBILITY OF WRITING, TYPING OR
PRINTING FOR REPRODUCTIVE PURPOSES
WERE UNSATISFACTORY IN THIS DOCUMENT
WHEN RECEIVED.

STATE OF ILLINOIS)

: ss

County of Cook)

On this 30 day of April, 1997, before me, a notary public in and for said state, personally appeared Thomas D. O'Bryan and Melvyn Zahn, known to me to be the President and Secretary of THE TOMEL LAND DEVELOPMENT CORPORATION, a General Partner of JASAND PARTNERS, LTD., the limited partnership that executed the within and foregoing instrument and acknowledged this instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership.

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



(SEAL)

Wendy O'Bryan
Notary Public for the State of Illinois
Residing at 1427 Glenwood Ave, Glenwood
My commission expires: 5-6-98

STATE OF ILLINOIS)

: ss.

County of Cook)

This instrument was acknowledged before me on 4-30, 1997, by Elizabeth Zahn.



(SEAL)

Wendy O'Bryan
Notary Public for the State of Illinois
Residing at 1427 Glenwood Ave, Glenwood
My commission expires: 5-6-98

STATE OF ILLINOIS)
)
) : ss.
County of Cook)

This instrument was acknowledged before me on 4-30, 1997, by Karen Zahn.

Wendy O'Bryan
Notary Public for the State of Illinois
Residing at 1427 Glenwood Ave, Glenview
My commission expires: 5-6-98



STATE OF ILLINOIS)
)
) : ss.
County of Cook)

This instrument was acknowledged before me on 4-30, 1997, by Andrew Zahn and Sandee Zahn.

Wendy O'Bryan
Notary Public for the State of Illinois
Residing at 1427 Glenwood Ave, Glenview
My commission expires: 5-6-98



STATE OF ILLINOIS)
)
) : ss.
County of Cook)

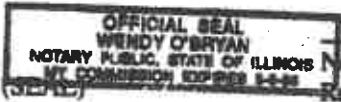
This instrument was acknowledged before me on 4-29, 1997, by Thomas D. O'Bryan and Wendy O'Bryan.

Wendy O'Bryan
Notary Public for the State of Illinois
Residing at 1427 Glenwood Ave
My commission expires: 5-6-98



STATE OF ILLINOIS)
)
County of Cook) : ss.

This instrument was acknowledged before me on 4-30, 1997, by Melvin Zehn, Old Kent Bank, as Trustee of the Melvin Zehn Trust.



Wendy O'Bryan
Notary Public for the State of Illinois
Residing at 1427 Glenwood Ave. Glenview
My commission expires: 5-6-98

STATE OF ILLINOIS)
)
County of Cook) : ss.

This instrument was acknowledged before me on 4-30-97, 1997, by John and Carol Celarek.

(SEAL)

Wendy O'Bryan
Notary Public for the State of Illinois
Residing at 1427 Glenwood Ave. Glenview
My commission expires: 5-6-98

RECORDED: 07/20/2001 7:45 COVENANTS

Nedra P. Taylor

CLERK AND RECORDER BY:

Jamilla A. Laddell

FEE: \$276.00

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT made this 18th day of July, 2001 by a majority of the owners of the tracts of land described below ("Declarants").

RECITALS

WHEREAS, the Declarants are owners of a majority of the tracts of land located on certain real property in Ravalli County, Montana, hereinafter described as Totem Peak and more particularly described as follows:

Township 7 North, Range 21 West, P.M.M.

Section 8: W $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$, EXCEPTING AND RESERVING THEREFROM Tract 3, Certificate of Survey No. 4775G

Section 9: SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ south of Bear Creek, EXCEPTING AND RESERVING THEREFROM Tract A, Certificate of Survey No. 4309.

Section 16: W $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 17: E $\frac{1}{2}$

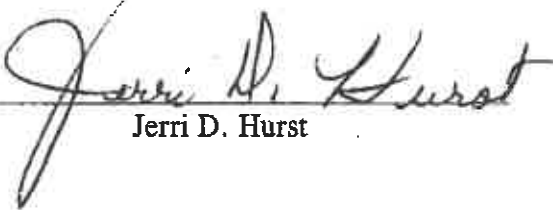
WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded on December 28, 1992, at Book 201 of Deeds, Page 230 of the official records of Ravalli County, Montana, which Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions, said Amendment recorded December 8, 1993, at Book 206 Deeds, Page 481 of the official records of Ravalli County, Montana, which Declaration was restated by Restatement of Declaration of Covenants, Conditions and Restrictions recorded on March 30, 1995, at Book 212 of Deed, Page 784 of the official records of Ravalli County,

RET: JEFF HAYS, PO Box 638, HAMILTON MT 59840

Montana, and which Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions, said Amendment recorded May 15, 1997, at Book 221 Deeds, Page 880 of the official records of Ravalli County, Montana, which Declaration the Declarants further wish to amend pursuant to ARTICLE II, Section 3;

NOW, THEREFORE, the Declarants, pursuant to the authority previously described, do hereby amend the Declaration of Covenants, Conditions and Restrictions, as amended and restated, by providing that because Tract 4B1 borders Bear Creek Trail Road, said Tract shall not be subject to the setback requirements of Article II, Section 3.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first above written. This Amendment may be executed simultaneously in one or more counterparts, and such agreements taken collectively shall be considered an original, valid and binding document.



Jerri D. Hurst

Stephanie K. Ward

Tamatha Hurst Dekay

Daniel C. Rutherford

Fleeta Mathes

Deann F. Rutherford

Theodore Heiden

Fernando Villanueva

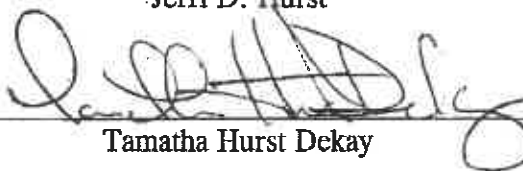
Deborah Heiden

Jeff Dolan

Montana, and which Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions, said Amendment recorded May 15, 1997, at Book 221 Deeds, Page 880 of the official records of Ravalli County, Montana, which Declaration the Declarants further wish to amend pursuant to ARTICLE II, Section 3;

NOW, THEREFORE, the Declarants, pursuant to the authority previously described, do hereby amend the Declaration of Covenants, Conditions and Restrictions, as amended and restated, by providing that because Tract 4B1 borders Bear Creek Trail Road, said Tract shall not be subject to the setback requirements of Article II, Section 3.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first above written. This Amendment may be executed simultaneously in one or more counterparts, and such agreements taken collectively shall be considered an original, valid and binding document.

Jerri D. Hurst


Tamatha Hurst Dekay

Stephanie K. Ward

Daniel C. Rutherford

Fleeta Mathes

Deann F. Rutherford

Theodore Heiden

Fernando Villanueva

Deborah Heiden

Jeff Dolan

STATE OF Montana

County of Ravalli : ss.

On this 7th day of March, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **TAMATHA HURST DEKAY**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



(NOTARIAL

Jackie Hays
Notary Public for the State of Montana
Residing at Hamilton, Montana
My Commission expires: 9-6-2003

Montana, and which Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions; said Amendment recorded May 15, 1997, at Book 221 Deeds, Page 880 of the official records of Ravalli County, Montana, which Declaration the Declarants further wish to amend pursuant to ARTICLE II, Section 3;

NOW, THEREFORE, the Declarants, pursuant to the authority previously described, do hereby amend the Declaration of Covenants, Conditions and Restrictions, as amended and restated, by providing that because Tract 4B1 borders Bear Creek Trail Road, said Tract shall not be subject to the setback requirements of Article II, Section 3.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first above written. This Amendment may be executed simultaneously in one or more counterparts, and such agreements taken collectively shall be considered an original, valid and binding document.

Jerri D. Hurst

Stephanie K. Ward

Tamatha Hurst Dekay

Daniel C. Rutherford

Fleeta Mathes 2-6-01

Fleeta Mathes

Deann F. Rutherford

Theodore Heiden

Fernando Villanueva

Deborah Heiden

Jeff Dolan

STATE OF TN
County of Blount ; SS.

On this 7th day of March, 2001, before me, the undersigned, a Notary Public for the State of TN, personally appeared **FLEETA MATHES**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



Amy M. Cowden

Notary Public for the State of TN

Residing at Kizer & Black 329 Cates Street
My Commission expires: 11/5/2003 Maryville
37801

Sue Dolan

Brian K. Baker

Tamara Agard Bierk

Tamara Agard Bierk

Patrick Zurcher

Stacy Lewis

Becky Zurcher

Robert Agard

John E. Celarek

Claudette L. Agard

Carol R. Celarek

Barry K. Sloan

Darren Elliott

Theresa Anne Danscuk-Sloan

Sherrie Elliott

Robert J. Veltri

Virgil Kyle Kyle III

Leann B. Veltri

Diane Rose Kyle

Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Viki Cherewatenko

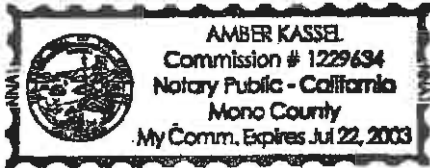
Kathryn Agard-Morris

Ronald Miller

STATE OF California : ss.
County of Mono

On this 13th day of March, 2001, before me, the undersigned, a Notary Public for the State of California, personally appeared **TAMARA AGARD BIERK**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



(NOTARIAL SEAL)

Amber Kassel
Notary Public for the State of California
Residing at Monmouth Falls, CA
My Commission expires: July 22, 2003

Sue Dolan

Brian K. Baker

Tamara Agard Bierk

Patrick Zurcher



Stacy Lewis

Becky Zurcher

Robert Agard

John E. Celarek

Claudette L. Agard

Carol R. Celarek

Barry K. Sloan

Darren Elliott

Theresa Anne Danscuk-Sloan

Sherrie Elliott

Robert J. Veltri

Virgil Kyle Kyle III

Leann B. Veltri

Diane Rose Kyle

Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Viki Cherewatenko

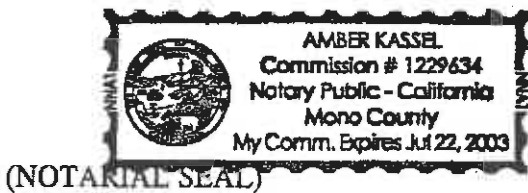
Kathryn Agard-Morris

Ronald Miller

STATE OF California : ss.
County of Mono)

On this 13th day of March, 2001, before me, the undersigned, a Notary Public for the State of California, personally appeared STACY LEWIS, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



Amber Kassel
Notary Public for the State of California
Residing at Mammoth Lakes, CA
My Commission expires: July 22, 2003

Sue Dolan

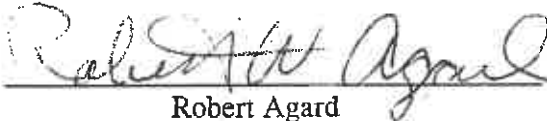
Brian K. Baker

Tamara Agard Bierk

Patrick Zurcher

Stacy Lewis

Becky Zurcher



Robert Agard

John E. Celarek



Claudette L. Agard

Carol R. Celarek

Barry K. Sloan

Darren Elliott

Theresa Anne Danscuk-Sloan

Sherrie Elliott

Robert J. Veltri

Virgil Kyle Kyle III

Leann B. Veltri

Diane Rose Kyle

Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Viki Cherewatenko

Kathryn Agard-Morris

Ronald Miller

*Document Amendment
to 00015 - Montana Property*

STATE OF California
County of Inyo : ss.

On this 30th day of March, 2001, before me, the undersigned, a Notary Public for the State of California, personally appeared **ROBERT AGARD**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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

Mary Lou Sipherd
Notary Public for the State of California
Residing at Bishop Ca.
My Commission expires: 10-25-02

(NOTARIAL SEAL)



STATE OF California
County of Inyo : ss.

On this 30th day of March, 2001, before me, the undersigned, a Notary Public for the State of California, personally appeared **CLAUDETTE L. AGARD**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



(NOTARIAL SEAL)

Mary Lou Sipherd
Notary Public for the State of California
Residing at Bishop Ca.
My Commission expires: 10-25-02

Sue Dolan

Brian K. Baker

Tamara Agard Bierk

Patrick Zurcher

Stacy Lewis

Becky Zurcher

Robert Agard

John E. Celarek

Claudette L. Agard


Carol R. Celarek

Barry K. Sloan

Darren Elliott

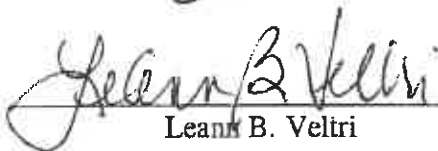
Theresa Anne Danscuk-Sloan

Sherrie Elliott



Robert J. Veltri

Virgil Kyle Kyle III



Leann B. Veltri

Diane Rose Kyle

Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Viki Cherewatenko

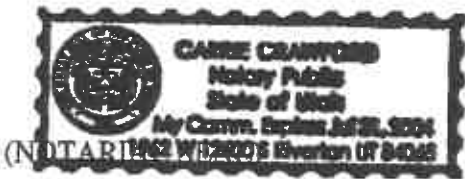
Kathryn Agard-Morris

Ronald Miller

STATE OF Utah)
County of Salt Lake : ss.

On this 8th day of March, 2001, before me, the undersigned, a Notary Public for the State of Utah, personally appeared **ROBERT J. VELTRI**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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

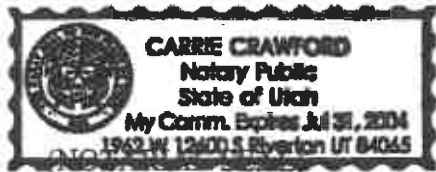


Carrie Crawford
Notary Public for the State of Utah
Residing at Riverton, Utah
My Commission expires: 7-31-2004

STATE OF Utah)
County of Salt Lake : ss.

On this 8th day of March, 2001, before me, the undersigned, a Notary Public for the State of Utah, personally appeared **LEANN B. VELTRI**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



Carrie Crawford
Notary Public for the State of Utah
Residing at Riverton, Utah
My Commission expires: 7-31-2004

Sue Dolan

Brian K. Baker

Tamara Agard Bierk

Patrick Zurcher

Stacy Lewis

Becky Zurcher

Robert Agard

John E. Celarek

Claudette L. Agard

Carol R. Celarek

Barry K. Sloan

Darren Elliott

Theresa Anne Danscuk-Sloan

Sherrie Elliott

Robert J. Veltri

Virgil Kyle Kyle III

Leann B. Veltri

Diane Rose Kyle

Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Deward L. Morris

Viki Cherewatenko

Kathryn Agard-Morris

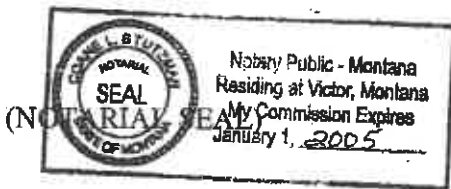
Kathryn Agard-Morris

Ronald Miller

STATE OF Montana)
: ss.
County of Ravalli)

On this 6th day of March, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **DEWARD L. MORRIS**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same. Deward L. Morris

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

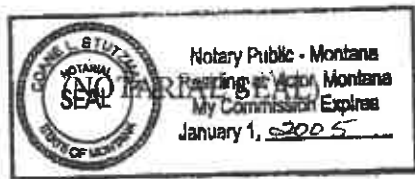


Coone L. Stutzman
Notary Public for the State of Montana
Residing at Victor
My Commission expires: Jan 1 2005

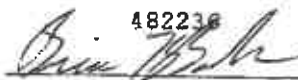
STATE OF Montana)
: ss.
County of Ravalli)

On this 6th day of March, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **KATHRYN AGARD-MORRIS**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same. Kathryn Agard-Morris

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



Coone L. Stutzman
Notary Public for the State of Mont
Residing at Victor
My Commission expires: Jan 1 2005



Sue Dolan

Brian K. Baker

Tamara Agard Bierk

Patrick Zurcher

Stacy Lewis

Becky Zurcher

Robert Agard

John E. Celarek

Claudette L. Agard

Carol R. Celarek

Barry K. Sloan

Darren Elliott

Theresa Anne Danscuk-Sloan

Sherrie Elliott

Robert J. Veltri

Virgil Kyle Kyle III

Leann B. Veltri

Diane Rose Kyle

Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Viki Cherewatenko

Kathryn Agard-Morris

Ronald Miller

STATE OF Montana
County of Ravalli : ss.

On this 2nd day of March, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **BRIAN K. BAKER**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



(NOTARIAL SEAL)

Jackie Hays
Notary Public for the State of Montana
Residing at Hamilton, MT
My Commission expires: 9-6-2003

Sue Dolan

Brian K. Baker

Tamara Agard Bierk

Patrick Zurcher 2-10-01
Patrick Zurcher

Stacy Lewis

Becky Zurcher 2-10-01
Becky Zurcher

Robert Agard

John E. Celarek

Claudette L. Agard

Carol R. Celarek

Barry K. Sloan

Darren Elliott

Theresa Anne Danscuk-Sloan

Sherrie Elliott

Robert J. Veltri

Virgil Kyle Kyle III

Leann B. Veltri

Diane Rose Kyle

Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Viki Cherewatenko

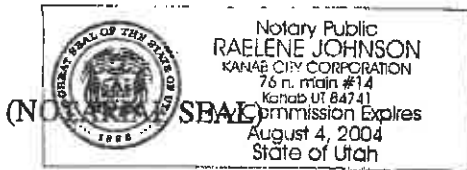
Kathryn Agard-Morris

Ronald Miller

STATE OF Utah
County of Kane : SS.

On this 9 day of March, 2001, before me, the undersigned, a Notary Public for the State of Utah, personally appeared **PATRICK ZURCHER**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



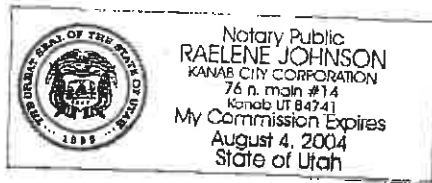
Raeleene Johnson
Notary Public for the State of Utah
Residing at Kanab
My Commission expires: 8-4-04

STATE OF Utah
County of Kane : SS.

On this 9 day of March, 2001, before me, the undersigned, a Notary Public for the State of Utah, personally appeared **BECKY ZURCHER**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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

(NOTARIAL SEAL)



Raeleene Johnson
Notary Public for the State of Utah
Residing at Kanab
My Commission expires: 8-4-04

Sue Dolan

Brian K. Baker

Tamara Agard Bierk

Patrick Zurcher

Stacy Lewis

Becky Zurcher

Robert Agard

John E. Celarek

Claudette L. Agard


Carol R. Celarek

Barry K. Sloan


Darren Elliott

Theresa Anne Danscuk-Sloan


Sherrie Elliott

Robert J. Veltri

Virgil Kyle Kyle III

Leann B. Veltri

Diane Rose Kyle

Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Viki Cherewatenko

Kathryn Agard-Morris

Ronald Miller

STATE OF WA.

County of PIERCE

: ss.

On this 3 day of MARCH, 2001, before me, the undersigned, a Notary Public for the State of WASHINGTON, personally appeared **DARREN ELLIOTT**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



Gary G. Stinner

Notary Public for the State of WA
Residing at Puyallup
My Commission expires: 12/9/04

STATE OF WA.

County of PIERCE

: ss.

On this 3 day of MARCH, 2001, before me, the undersigned, a Notary Public for the State of WASHINGTON, personally appeared **SHERRIE ELLIOTT**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



Gary G. Stinner

Notary Public for the State of WA
Residing at Puyallup
My Commission expires: 12/9/04

Sue Dolan

Brian K. Baker

Tamara Agard Bierk

Patrick Zurcher

Stacy Lewis

Becky Zurcher

Robert Agard

John E. Celarek

Claudette L. Agard

Carol R. Celarek

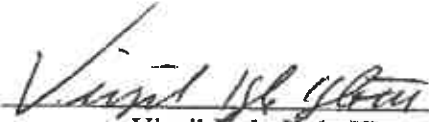
Barry K. Sloan

Darren Elliott

Theresa Anne Danscuk-Sloan

Sherrie Elliott

Robert J. Veltri


Virgil Kyle Kyle III

Leann B. Veltri


Diane Rose Kyle

Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Viki Cherewatenko

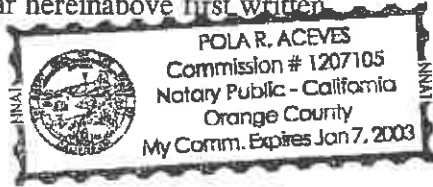
Kathryn Agard-Morris

Ronald Miller

STATE OF California
: ss.
County of Orange

On this 02 day of March, 2001, before me, the undersigned, a Notary Public for the State of California, personally appeared **VIRGIL KYLE KYLE, III**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



(NOTARIAL SEAL)

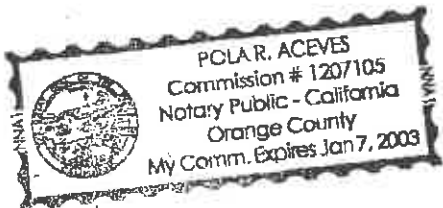
Notary Public for the State of California
Residing at Laguna Niguel
My Commission expires: Jan 07, 2003

STATE OF California
: ss.
County of Orange

On this 02 day of March, 2001, before me, the undersigned, a Notary Public for the State of California, personally appeared **DIANE ROSE KYLE**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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

(NOTARIAL SEAL)



Notary Public for the State of California
Residing at Laguna Niguel
My Commission expires: Jan 07, 2003

Sue Dolan

Brian K. Baker

Tamara Agard Bierk

Patrick Zurcher

Stacy Lewis

Becky Zurcher

Robert Agard

John E. Celarek

Claudette L. Agard

Carol R. Celarek

Barry K. Sloan

Darren Elliott

Theresa Anne Danscuk-Sloan

Sherrie Elliott

Robert J. Veltri

Virgil Kyle Kyle III

Leann B. Veltri

Diane Rose Kyle

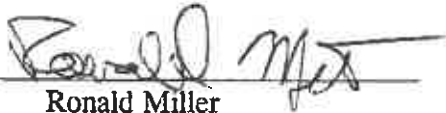
Raymond J. Flores

James W. Cherewatenko

Deward L. Morris

Viki Cherewatenko

Kathryn Agard-Morris


Ronald Miller

Voni Miller

Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff

Elizabeth Ann Zahn-Innes

Michael J. McDonald

Tom Stellick

Mary Tanori-McDonald

Wendy Selene

Gary F. Gill

Karen Zahn

Lora C. Gill

Judy Zahn, Trustee

David L. Zinkowich

Andrew Zahn

Margaret M. Zinkowich

Santee Zahn

Donald L. Chapman
JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION

William J. Thurston

By _____
Thomas D. O'Bryan, President

Patricia S. Thurston

Roland Turney

Richard Lee Johnston

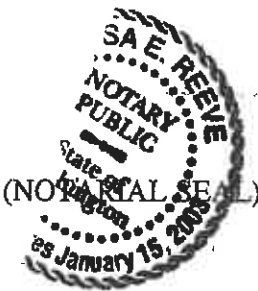
Melvyn Zahn, Trustee

STATE OF Washington

County of Kitsap) : ss.

On this 16th day of March, 2001, before me, the undersigned, a Notary Public for the State of Washington, personally appeared **RONALD MILLER**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



Tessa E. Reeve

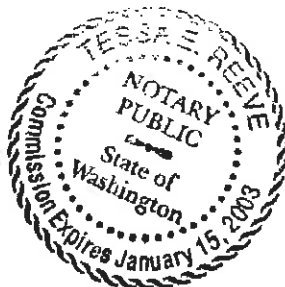
Notary Public for the State of Washington
Residing at Port Orchard
My Commission expires: 01-15-03

STATE OF Washington

County of Kitsap) : ss.

On this 16th day of March, 2001, before me, the undersigned, a Notary Public for the State of Washington, personally appeared **VONI MILLER**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



Tessa E. Reeve

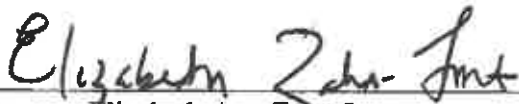
Notary Public for the State of Washington
Residing at Port Orchard
My Commission expires: 01-15-03

Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff


Elizabeth Ann Zahn-Innes

Michael J. McDonald

Tom Stellick

Mary Tanori-McDonald

Wendy Selene

Gary F. Gill

Karen Zahn

Lora C. Gill

Judy Zahn, Trustee

David L. Zinkowich

Andrew Zahn

Margaret M. Zinkowich

Sandee Zahn

Donald L. Chapman
JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION

William J. Thurston

By _____
Thomas D. O'Bryan, President

Patricia S. Thurston

Roland Turney

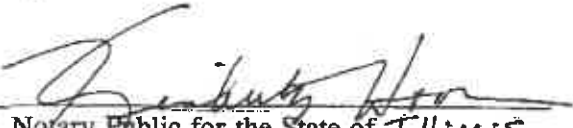
Richard Lee Johnston

Melvyn Zahn, Trustee

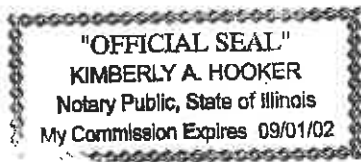
STATE OF Illinois)
: ss.
County of Cook)

On this 5th day of June, 2001, before me, the undersigned, a Notary Public for the State of Illinois, personally appeared **ELIZABETH ANN ZAHN-INNES**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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


Notary Public for the State of ILLINOIS
Residing at Oak Park, Illinois
My Commission expires: 9/1/02

(NOTARIAL SEAL)



Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff

Elizabeth Ann Zahn-Innes

Michael J. McDonald



Tom Stellick

Mary Tanori-McDonald

Wendy Selene

Gary F. Gill

Karen Zahn

Lora C. Gill

Judy Zahn, Trustee

David L. Zinkowich

Andrew Zahn

Margaret M. Zinkowich

Sandee Zahn

Donald L. Chapman

William J. Thurston

JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION

Patricia S. Thurston

By _____
Thomas D. O'Bryan, President

Richard Lee Johnston

Roland Turney

Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff

Elizabeth Ann Zahn-Innes

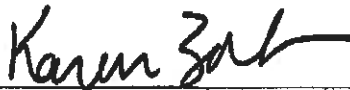
Michael J. McDonald

Tom Stellick

Mary Tanori-McDonald

Wendy Selene

Gary F. Gill



Karen Zahn

Lora C. Gill

Judy Zahn, Trustee

David L. Zinkowich

Andrew Zahn

Margaret M. Zinkowich

Donald L. Chapman

JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION

William J. Thurston

By _____
Thomas D. O'Bryan, President

Patricia S. Thurston

Roland Turney

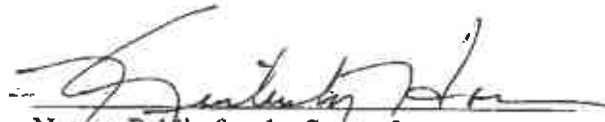
Richard Lee Johnston

Melvyn Zahn, Trustee

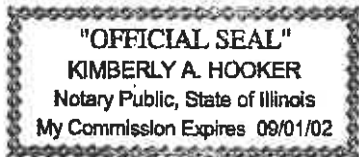
STATE OF Illinois)
County of Cook : ss.

On this 5th day of June, 2001, before me, the undersigned, a Notary Public for the State of Illinois, personally appeared ^{Karen} ~~JODY~~ ZAHN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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


Notary Public for the State of Illinois
Residing at Cook Park, IL
My Commission expires: 9/1/02

(NOTARIAL SEAL)



Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff

Elizabeth Ann Zahn-Innes

Michael J. McDonald

Tom Stellick

Mary Tanori-McDonald

Wendy Selene

Gary F. Gill

Karen Zahn

Lora C. Gill

Judy Zahn, Trustee

David L. Zinkowich

Andrew Zahn

Margaret M. Zinkowich


Sandra Zahn

Donald L. Chapman
JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION

William J. Thurston

By _____
Thomas D. O'Bryan, President

Patricia S. Thurston

Roland Turney


Richard Lee Johnston

Melvyn Zahn, Trustee

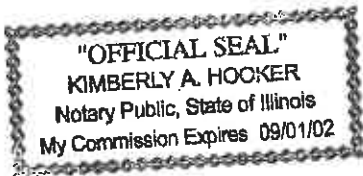
STATE OF Illinois)
County of Cook) : ss.

On this 5th day of June, 2001, before me, the undersigned, a Notary Public for the State of Illinois, personally appeared SANDEE ZAHN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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


Notary Public for the State of Illinois
Residing at Cook Park, IL
My Commission expires: 9/1/02

(NOTARIAL SEAL)



Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff

Elizabeth Ann Zahn-Innes

Michael J. McDonald

Tom Stellick

Mary Tanori-McDonald

Wendy Selene

Gary F. Gill

Karen Zahn

Lora C. Gill

Judy Zahn, Trustee

David L. Zinkowich

Andrew Zahn

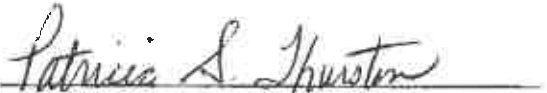
Margaret M. Zinkowich

Sandee Zahn

Donald L. Chapman
JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION


William J. Thurston

By _____
Thomas D. O'Bryan, President


Patricia S. Thurston

Roland Turney

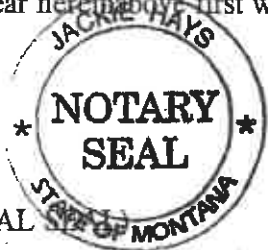
Richard Lee Johnston

Melvyn Zahn, Trustee

STATE OF Montana
County of Ravalli : ss.

On this 26th day of March, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **WILLIAM J. THURSTON**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



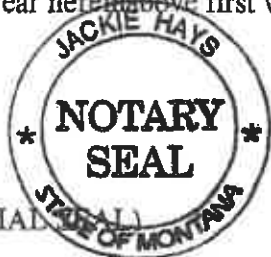
(NOTARIAL SEAL)

Jackie Hays
Notary Public for the State of Montana
Residing at Hamilton, MT
My Commission expires: 9-6-2003

STATE OF Montana
County of Ravalli : ss.

On this 26th day of March, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **PATRICIA S. THURSTON**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



(NOTARIAL SEAL)

Jackie Hays
Notary Public for the State of Montana
Residing at Hamilton, MT
My Commission expires: 9-6-2003

Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff

Elizabeth Ann Zahn-Innes

Michael J. McDonald
Michael J. McDonald

Tom Stellick

Mary Tanori McDonald
Mary Tanori-McDonald

Wendy Selene

Gary F. Gill

Karen Zahn

Lora C. Gill

Judy Zahn, Trustee

David L. Zinkowich

Andrew Zahn

Margaret M. Zinkowich

Sandee Zahn

Donald L. Chapman
JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION

William J. Thurston

By _____
Thomas D. O'Bryan, President

Patricia S. Thurston

Roland Turney

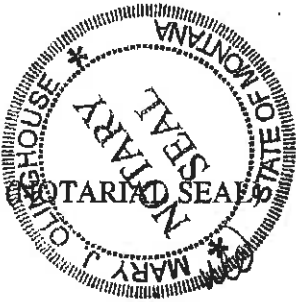
Richard Lee Johnston

Melvyn Zahn, Trustee

STATE OF Montana
County of Ravalli : ss.

On this 14th day of March, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **MICHAEL J. MCDONALD**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for the State of Montana
Residing at Hamilton
My Commission expires: 10-22-2001

STATE OF Montana
County of Ravalli : ss.

On this 14th day of March, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **MARY TANORI-MCDONALD**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



[Signature]
Notary Public for the State of Montana
Residing at Hamilton
My Commission expires: 10-22-2001

Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff

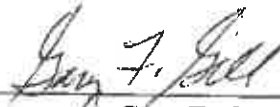
Elizabeth Ann Zahn-Innes

Michael J. McDonald

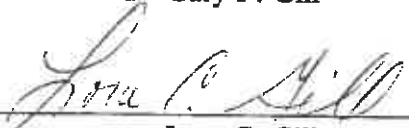
Tom Stellick

Mary Tanori-McDonald

Wendy Selene


Gary F. Gill

Karen Zahn


Lora C. Gill

Judy Zahn, Trustee

David L. Zinkowich

Andrew Zahn

Margaret M. Zinkowich

Sandee Zahn

Donald L. Chapman

JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION

William J. Thurston

By _____
Thomas D. O'Bryan, President

Patricia S. Thurston

Roland Turney

Richard Lee Johnston

Melvyn Zahn, Trustee

STATE OF MONTANA

: ss.

County of Ravalli

On this 1st day of MARCH, 2001, before me, the undersigned, a Notary Public for the State of MONTANA, personally appeared **GARY F. GILL**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



Notary Public for the State of MONTANA
Residing at CORVALLIS, MT
My Commission expires: 12/12/04

STATE OF MONTANA

: ss.

County of Ravalli

On this 1st day of MARCH, 2001, before me, the undersigned, a Notary Public for the State of MONTANA, personally appeared **LORA C. GILL**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



Notary Public for the State of MONTANA
Residing at CORVALLIS, MT
My Commission expires: 12/12/04

Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff

Elizabeth Ann Zahn-Innes

Michael J. McDonald

Tom Stellick

Mary Tanori-McDonald


Wendy Selene

Gary F. Gill

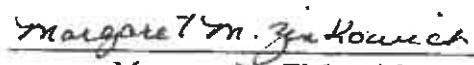
Karen Zahn

Lora C. Gill

Judy Zahn, Trustee


David L. Zinkowich

Andrew Zahn


Margaret M. Zinkowich

Sandee Zahn

Donald L. Chapman
JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION

William J. Thurston

By _____
Thomas D. O'Bryan, President

Patricia S. Thurston

Roland Turney

Richard Lee Johnston

Melvyn Zahn, Trustee

STATE OF Virginia
County of Fairfax : ss.

On this 12 day of March, 2001, before me, the undersigned, a Notary Public for the State of Virginia, personally appeared **DAVID L. ZINKOWICH**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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

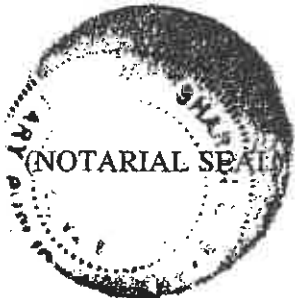


Sharon L Basra
Notary Public for the State of Virginia
Residing at Fairfax Co
My Commission expires: Aug 31, 2001

STATE OF Virginia
County of Fairfax : ss.

On this 12 day of March, 2001, before me, the undersigned, a Notary Public for the State of Virginia, personally appeared **MARGARET M. ZINKOWICH**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



Sharon L Basra
Notary Public for the State of Virginia
Residing at Fairfax Co
My Commission expires: Aug 31, 2001

Voni Miller

James E. Orlikoff

David Riley

Anita Orlikoff

Elizabeth Ann Zahn-Innes

Michael J. McDonald

Tom Stellick

Mary Tanori-McDonald

Wendy Selene

Gary F. Gill

Karen Zahn

Lora C. Gill

Judy Zahn, Trustee

David L. Zinkowich

Andrew Zahn

Margaret M. Zinkowich

Sandee Zahn



Donald L. Chapman

William J. Thurston

JASAND PARTNERS, LTD., an Illinois
Limited Partnership, by and through its
General Partner The TOMEL LAND
DEVELOPMENT CORPORATION

Patricia S. Thurston

By _____
Thomas D. O'Bryan, President

Richard Lee Johnston

Roland Turney

Laura P. Taylor CLERK AND RECORDER BY: *A.L. McChristian* FEE: \$18.00

ADDENDUM TO AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. Doc. #482236

ADDENDUM TO THIS AMENDMENT made this _____ day of _____, 2001 by a majority of the owners of the tracts of land described below ("Declarants").

RECITALS

WHEREAS, the Declarants are owners of a majority of the tracts of land located on certain real property in Ravalli County, Montana, hereinafter described as Totem Peak and more particularly described as follows:

Township 7 North, Range 21 West, P.M.M.

Section 8: W $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$, EXCEPTING AND RESERVING THEREFROM Tract 3, Certificate of Survey No. 4775G

Section 9: SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ south of Bear Creek, EXCEPTING AND RESERVING THEREFROM Tract A, Certificate of Survey No. 4309.

Section 16: W $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 17: E $\frac{1}{2}$

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded on December 28, 1992, at Book 201 of Deeds, Page 230 of the official records of Ravalli County, Montana, which Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions, said Amendment recorded December 8, 1993, at Book 206 Deeds, Page 481 of the official records of Ravalli County, Montana, which Declaration was restated by Restatement of Declaration of Covenants, Conditions and Restrictions recorded on March 30, 1995, at Book 212 of Deed, Page 784 of the official records of Ravalli County.

Att. Jeffrey B Hayes PO Box 638 Mammoth MT 59840

ADDENDUM TO AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, Doc. #482236

PAGE 1 of 3

CER NOTE 363204

11-28-00 488098

17

Montana, and which Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions, said Amendment recorded May 15, 1997, at Book 221 Deeds, Page 880 of the official records of Ravalli County, Montana, which Declaration the Declarants further wish to amend pursuant to ARTICLE II, Section 3;

NOW, THEREFORE, the Declarants, pursuant to the authority previously described, do hereby amend the Declaration of Covenants, Conditions and Restrictions, as amended and restated, by providing that because Tract 4B1 borders Bear Creek Trail Road, said Tract shall not be subject to the setback requirements of Article II, Section 3.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first above written. This Amendment may be executed simultaneously in one or more counterparts, and such agreements taken collectively shall be considered an original, valid and binding document.

Jerri D. Hurst


Stephanie K. Ward

Tamatha Hurst Dekay

Daniel C. Rutherford

Fleeta Mathes

Deann F. Rutherford



Theodore Heiden

Fernando Villanueva



Deborah Heiden

Jeff Dolan

STATE OF Montana

County of Ravalli : ss.

On this 27th day of November, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **THEODORE HEIDEN**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



(NOTARY SEAL)

Jackie Hays
Notary Public for the State of Montana
Residing at Hamilton, MT
My Commission expires: 9-6-2003

STATE OF Montana

County of Ravalli : ss.

On this 27th day of November, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **DEBORAH HEIDEN**, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

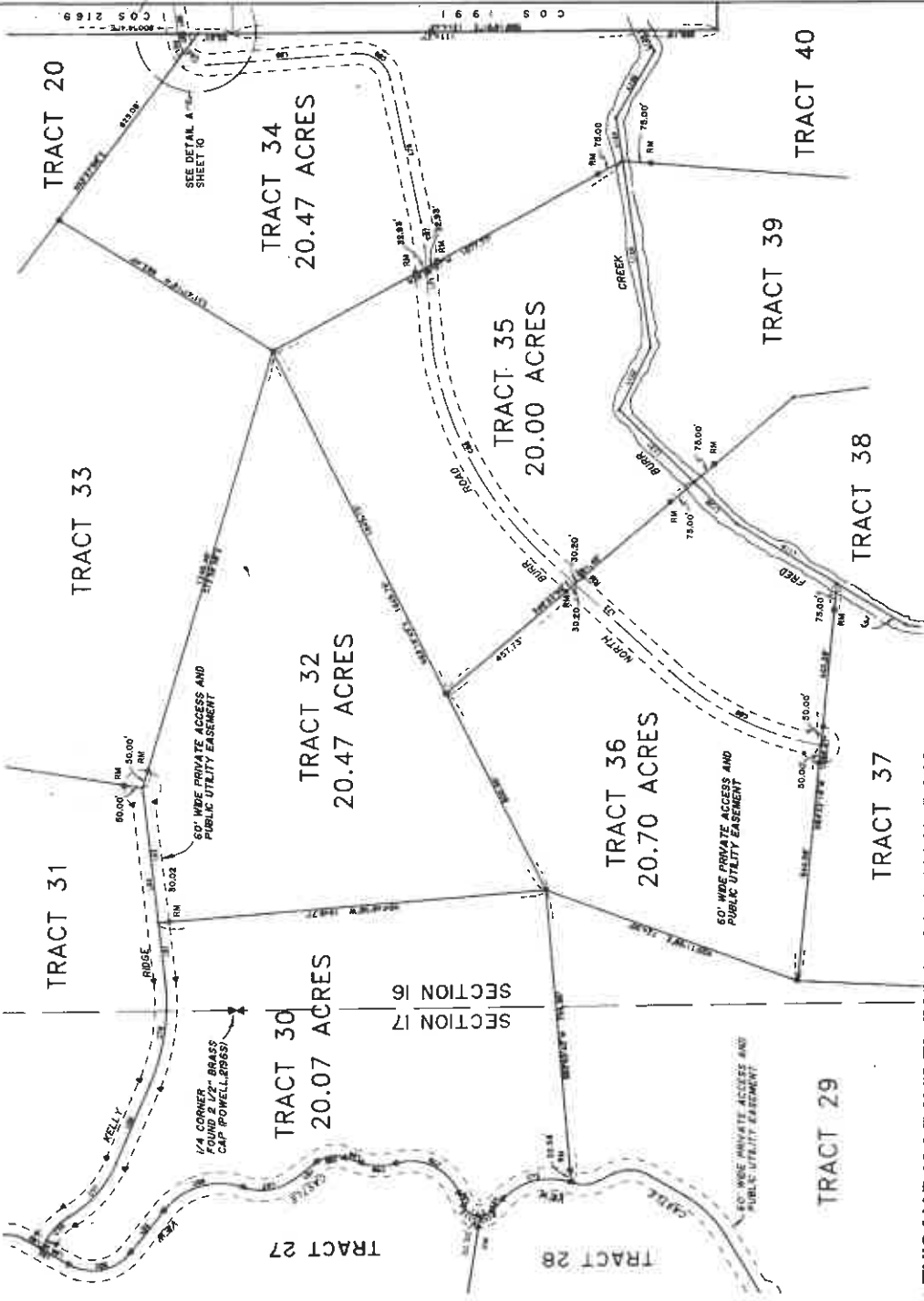
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.



(NOTARY SEAL)

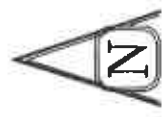
Jackie Hays
Notary Public for the State of Montana
Residing at Hamilton, MT
My Commission expires: 9-6-2003

CERTIFICATE OF SURVEY



LEGEND
 ○ - FOUND AS NOTED
 ● - SET 5/8" X 24" REBAR WITH 1 1/2" A.C. BHANSON 3035ES
 ▲ - SET 5/8" X 24" REBAR WITH 1 1/4" Y.P.C. BHANSON 3035ES
 RM - REFERENCE MONUMENT

OWNER(S)
 JASAND PARTNERS, LTD.



SCALE IN FEET
 0 200 400
 MAY 1992



1/4 Sec	T.	R.
<input checked="" type="checkbox"/>	7N	21W
<input checked="" type="checkbox"/>	7N	21W

THIS MAP IS PROVIDED FOR LOCATION PURPOSES TO OUR CUSTOMERS, AS A COURTESY ONLY. NO LIABILITY IS HEREBY ASSUMED BY FIDELITY NATIONAL TITLE CO. OF MONTANA, WHICH MAY RESULT FROM RELIANCE ON THIS MAP.

TRACTS 30,32,34,35 & 36
 SHEET 15 OF 20
 RAVALLI COUNTY MONTANA
 CERTIFICATE OF SURVEY NO. 4775 G

PREPARED FOR: JASAND PARTNERS PCI PROJECT NO. 4512-91

Customer Agreement for Non-Insured Products and Services

Customer understands that many of the Products and Services available from Fidelity National Financial, Inc., its subsidiaries, affiliates, partners, licensors and/or authorized agents (collectively referred to herein as “the Company”) through a Customer Service representative or other Company employee, the Global Premier Services (“GPS”) website or any derivative website or mobile app, are not insured and do not provide the benefit or protection afforded by a policy of title insurance. If Customer desires such protection, a policy of title insurance, binder, commitment or guarantee should be requested from the Company.

Non-insured products that may be available via the GPS site or app include, but are not limited to: Property Profiles, eFarms, Lead Locators, AVMs, Foreclosure Reports, Subject Property Reports, Property Valuation Reports, Premium Leads and Owners and Encumbrance Reports.

**BY THE EXECUTION AND SUBMISSION OF THIS CUSTOMER AGREEMENT,
CUSTOMER ACKNOWLEDGES AND AGREES:**

- a. That the Company’s sole obligation under a non-insured report and this Customer Agreement shall be to set forth information such as the ownership of and liens and encumbrances against the land as requested and in doing so, the Company is not acting as an abstractor of title.
- b. That the Company shall not be obligated under a non-insured report to pay costs, attorneys’ fees, or expenses incurred in any action, proceeding, or other claim brought against Customer.
- c. That a non-insured report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.
- d. That the Company’s liability under a non-insured report for an error or omission is, as stated below, limited and that if Customer desires that the Company assume additional liability, a policy of title insurance, binder, commitment, or guarantee should be requested from the Company.
- e. That any dissemination of non-insured reports to third parties is subject to all terms, conditions and limitations of this Customer Agreement and Customer agrees to make third parties aware of these limitations of liability.
- f. That the GPS website and mobile app may contain additional Terms and Conditions governing access to and use of the sites themselves. Nothing contained herein should be deemed to alter, amend or conflict with those Terms and Conditions.
- g. That the report is not valid and the Company shall have no liability thereunder unless the Limitations of Liability as stated below are attached thereto.

LIMITATIONS OF LIABILITY

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