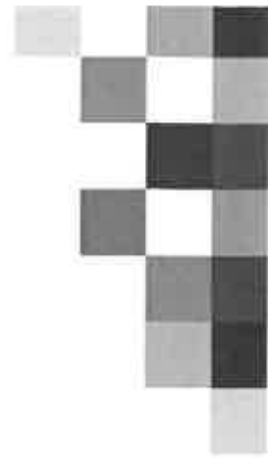




# Fidelity National Title

Trusted everywhere,  
every day.



## 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:** 9/2/2022 LP365

**PREPARED FOR:**

Kelly Whitmoyer  
Glacier Sotheby's

**PREPARED FOR YOU BY:**

Ariel Joseph

**You have requested information regarding the following land:**

**Owner(s):** Barbara Davis and Fred Davis Sr.

**Property Address:** 3320 DVN Ln. Darby, MT 59829

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

See Attached Deed

<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	1102830
<input checked="" type="checkbox"/>	Geo Code	1176-11-2-03-14-0000

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: 09/02/22  
Time: 11:51:55 am

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 1102830  
Type: Real

Name and Address  
DAVIS BARBARA & FRED ALLEN  
SR  
617 GOLD CREEK LOOP  
HAMILTON MT 59840

Property Tax Query TW Range SC Description  
Blk/Lot / 03 Geo 1176-11-2-03-14-0000 9-3 DVN COMMERCIAL SUBD  
LOT 3 1.10 AC

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	21	12/08/21	11/30/21	450.86	0.00	0.00	<b>901.70</b>
Paid	21	06/06/22	05/31/22	450.84	0.00	0.00	
Paid	20	12/04/20	12/04/20	523.48	0.00	0.00	<b>1,046.94</b>
Paid	20	06/02/21	06/01/21	523.46	0.00	0.00	
Paid	19	12/03/19	12/02/19	518.69	0.00	0.00	<b>1,056.29</b>
Paid	19	07/31/20	05/31/20	518.68	10.39	8.53	
Paid	18	12/26/18	11/30/18	203.16	4.06	1.35	<b>411.70</b>
Paid	18	03/13/19	05/31/19	203.13	0.00	0.00	
Paid	17	11/24/17	11/30/17	203.53	0.00	0.00	<b>407.04</b>
Paid	17	05/16/18	05/31/18	203.51	0.00	0.00	
Paid	16	12/19/16	12/09/16	229.76	4.59	0.37	<b>471.79</b>
Paid	16	07/11/17	05/31/17	229.73	4.59	2.75	
Paid	15	12/07/15	11/30/15	229.29	0.00	0.00	<b>465.98</b>
Paid	15	07/08/16	05/31/16	229.28	4.59	2.82	
Paid	14	02/23/15	12/01/14	347.09	6.94	7.51	<b>708.60</b>
Paid	14	05/19/15	06/01/15	347.06	0.00	0.00	
Paid	13	01/17/14	12/02/13	318.69	6.38	1.57	<b>674.49</b>
Paid	13	02/23/15	06/02/14	318.69	6.38	22.78	
Paid	12	11/15/12	11/30/12	284.85	0.00	0.00	<b>578.66</b>
Paid	12	07/15/13	05/31/13	284.83	5.70	3.28	
Paid	11	12/27/11	11/30/11	259.12	5.19	2.20	<b>525.61</b>
Paid	11	05/19/12	05/31/12	259.10	0.00	0.00	

© Copyright 2022. All Rights Reserved.

## Ravalli County | Detail

Date: 09/02/22  
Time: 11:52:12 am

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 1102830  
Type: Real

Name and Address  
DAVIS BARBARA & FRED ALLEN  
SR  
617 GOLD CREEK LOOP  
HAMILTON MT 59840

Property Print TW Range SC Description  
03- DVN COMMERCIAL SUBD Geocode: 1176-11-2-03-14-0000 LOT 3  
1.10 AC

<b>Class Taxable/\$</b>	<b>Dist</b>	<b>Quantity</b>	<b>Market</b>
42107 Commercial Tract Land 2,217.00	9-3	1.10	117,280.00
990051 SOIL & WATER CONSERVATION 2,217.00	51	0	0.00
990068 DARBY COMMUNITY PUBLIC LIBRARY 2,217.00	68	0	0.00
999302 2014 OPEN SPACE 2,217.00	RO14	0	0.00
999304 2020 OPEN SPACE 2,217.00	RO20	0	0.00

© Copyright 2022. All Rights Reserved.

# Ravalli County | Detail

Date: 09/02/22  
Time: 11:52:23 am

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 1102830  
Type: Real

Name and Address  
DAVIS BARBARA & FRED ALLEN  
SR  
617 GOLD CREEK LOOP  
HAMILTON MT 59840

Taxes Due Query TW Range SC Description  
Blk/Lot / 03 DVN COMMERCIAL SUBD LOT 3 1.10 AC Geo: 1176-11-2-  
03-14-0000

District	Tax Date	Int Date	PD?	Tax Amt	Penalty	Interest
51 SOIL & WATER CONSERVATION	11/30/21	09/02/22	Y	2.10	0.00	0.00
68 DARBY PUBLIC LIBRARY	11/30/21	09/02/22	Y	8.88	0.00	0.00
9-3 DARBY RURAL+RURAL FIRE	11/30/21	09/02/22	Y	434.42	0.00	0.00
RO14 2014 OPEN SPACE	11/30/21	09/02/22	Y	1.88	0.00	0.00
RO20 2020 OPEN SPACE	11/30/21	09/02/22	Y	3.58	0.00	0.00
51 SOIL & WATER CONSERVATION	05/31/22	09/02/22	Y	2.09	0.00	0.00
68 DARBY PUBLIC LIBRARY	05/31/22	09/02/22	Y	8.88	0.00	0.00
9-3 DARBY RURAL+RURAL FIRE	05/31/22	09/02/22	Y	434.42	0.00	0.00
RO14 2014 OPEN SPACE	05/31/22	09/02/22	Y	1.87	0.00	0.00
RO20 2020 OPEN SPACE	05/31/22	09/02/22	Y	3.58	0.00	0.00
Totals for 21				901.70	0.00	0.00
Total Tax, Penalty and Interest				901.70		

© Copyright 2022. All Rights Reserved.



DOCUMENT: 728804 WARRANTY DEED

RECORDED: 2/13/2019 3:35:31 PM

Regina Plettenberg, CLERK AND RECORDER

Fee \$14.00 By

*Carrianna M Newton*

Deputy

When recorded return to:  
Barbara Davis and Fred Allen Davis, Sr.  
617 Gold Creek Loop  
Hamilton, MT 59840

File No.: RAV50303  
Parcel No.: 1102830

### WARRANTY DEED

FOR VALUE RECEIVED Mark Smith and Laura Patricia Aguirre-Smith, hereinafter called Grantor, does hereby grant, bargain, sell and convey unto Barbara Davis and Fred Allen Davis, Sr., as joint tenants, of 617 Gold Creek Loop, Hamilton, MT 59840, hereinafter called Grantee, the following described property, in Ravalli County, Montana, to-wit:

**Lot 3, DVN Commercial Subdivision, Ravalli County, Montana, according to the recorded plat thereof.**

TOGETHER WITH all water, water rights, ditches, dams, flumes and easements appurtenant to said lands or usually had and enjoyed with the same.

SUBJECT TO Covenants, Conditions, Restrictions, Provisions, Easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD, the said property, with its appurtenances unto the said Grantee, and to Grantee's heirs and assigns FOREVER. And the said Grantor does hereby covenant to and with Grantee, Grantor is the owner in fee simple of said property; that it is free from all encumbrances except for taxes and assessments for current and subsequent years and it will warrant and defend same from all lawful claims whatsoever.

DATED this 9 day of February 2019.

*Mark Smith*  
\_\_\_\_\_  
Mark Smith

*Laura Patricia Aguirre-Smith*  
\_\_\_\_\_  
Laura Patricia Aguirre-Smith

*jam*

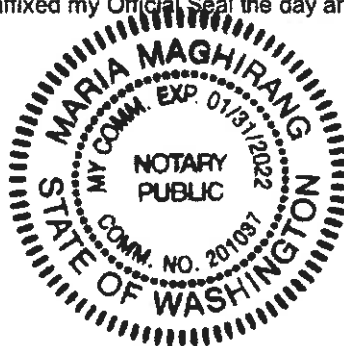


STATE OF Washington )  
COUNTY OF King ) ss:

On 9th of February 2019, before me, the undersigned, a Notary Public for the State of Washington, personally appeared Mark Smith, Laura Patricia Aquino-Smith, known to me, or proven to me by reasonable evidence, to be the person whose name is subscribed to the above 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 in this certificate first above written.

Maria Maghirang  
Notary Public, State of Washington  
Printed Name: MARIA MAGHIRANG  
Residing at Renton, Washington  
My Commission expires: 01/31/22



RECORDED: 11/24/2004 3:22 COVENANTS

CLERK AND RECORDER BY: Tena L. Miller FEE: \$84.00**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

by

**Danny M. Vines and Nancy T. Vines**

THIS DECLARATION made this 15 day of October, 2004, by Danny M. Vines and Nancy T. Vines, owners of the following described real property, hereinafter referred to as the "Declarant";

**WITNESSETH:**

WHEREAS, the Declarant is the owner of certain real property in Ravalli County, State of Montana known as DVN Commercial Subdivision and more particularly described in Exhibit "A", being the Plat of DVN Commercial Subdivision, attached hereto and by this reference incorporated herein; and

WHEREAS, the Declarant intends to develop DVN Commercial Subdivision into a commercial subdivision of individual units consisting of buildings designed for commercial offices and retail businesses. Each unit shall be subject to this Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant desires to provide for the preservation of the distinctive quality of DVN Commercial Subdivision and for the maintenance of a common area and the buildings and for these purposes, the Declarant desires to subject the real property hereinafter described to this Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant hereby declares that all the property described in Exhibit "A" attached shall be held, sold, and conveyed subject to the following limitations, restrictions, regulations and uses upon and of such real property as restrictive and protective covenants, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the DVN Commercial Subdivision by providing a reasonably uniform plan for the development and maintenance of the same as a desirable commercial development. This Declaration of Covenants, Conditions and Restrictions 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.

**ARTICLE I****Property Subject to Covenants and Restrictions**

**Section 1. Description of DVN Commercial Subdivision.** The real property to which this Declaration relates, and which is subject to the Covenants and Restrictions, is the property which Declarant is developing, and said real property is legally described as follows:

A parcel of land in the S1/2NW1/4 of Section 11, Township 3 North, Range 21 West, P.M.M., Ravalli County, Montana, and being more particularly described as Parcel C, Certificate of Survey No. 294. EXCEPTING AND RESERVING THEREFROM that portion deeded to the State of Montana in Book 186 of Deeds, page 775.

**Section 2. DVN Commercial Subdivision Subject to Covenants and Restrictions.** DVN Commercial Subdivision is hereby made and declared to be subject to the conditions, covenants, restrictions, reservations, grants and easements contained in this Declaration, and the sale, transfer, mortgage, conveyance, use of the Lots and the Common Areas are and shall at all times hereafter be subject to the Covenants and Restrictions.

## ARTICLE II

### General Purpose of Declaration

**Section 1. Statement of Purpose.** The purpose of this Declaration of Covenants and Restrictions is to insure a use and development of DVN Commercial Subdivision consistent with the desire and intention of Declarant to establish a commercial subdivision of high quality; to protect the Owners of structures therein against use of DVN Commercial Subdivision, or any part of DVN Commercial Subdivision in a manner that conflicts with complimentary and permissible uses as provided for in this Declaration and incompatible with the proper enjoyment of such a subdivision; to insure that the DVN Commercial Subdivision is at all times carefully and efficiently maintained and that the lawns, private roadways, walks, and open spaces within DVN Commercial Subdivision are always so maintained and operated that they may be enjoyed and used with comfort and pleasure by the Owners of structures within the DVN Commercial Subdivision and by the customers who visit the commercial entities therein. It is the purpose of this Declaration, in general, to provide that DVN Commercial Subdivision will be so managed, maintained, and preserved that it will at all times be regarded as a commercial subdivision of outstanding excellence.

**Section 2. Declarant/Subdivision Association.** As of the Date of this original Declaration, a Subdivision Association has not yet been formed to oversee and promulgate Rules and Regulations for the DVN Commercial Subdivision. At some time in the future, a Subdivision Association may be formed. Such Subdivision Association will require Owners to pay an annual fee and will assume all of the powers conveyed to the Declarant herein, among other Rules and Regulations.

**Section 3. Declarant's Right to Transfer Title to Association.** Until the Lots shall have been sold, the development of DVN Commercial Subdivision has been completed by Declarant, and a Subdivision Association has been formed, all of the rights, powers and obligations granted in this Declaration are to be vested in, and possessed by, Declarant.



### ARTICLE III

#### Enforcement

**Section 1. Interested Parties.** Declarants or their Assigns shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declarant. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by the Declarants or by an Owner of the other adjoining property to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Costs of Enforcement.** Should any lawsuit or other legal proceeding be instituted by any person entitled to enforcement against any owner of property who is alleged to have violated one or more of the provisions of this Declaration, the party that loses shall pay the attorneys fees for both the Plaintiff and the Defendant.

**Section 3. 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.

### ARTICLE IV

#### The Lots and The Owners

**Section 1. Creation of Lots.** Lots were created by the recording of a Plat of Subdivision. Said Plat of Subdivision shows, for each Lot, a lot number, the legal description, boundary dimensions, and configuration.

**Section 2. Designation of Lot.** Each Lot may for all purposes, including but without limitation, conveyances and mortgages, be identified and referred to as "Lot Number \_\_\_\_, as described and delineated on DVN Commercial Subdivision Plat or Subdivision, recorded in the Clerk and Recorder's Office of Ravalli County, Montana, as Book \_\_\_\_ and Page \_\_\_\_."

**Section 3. Owner.** By purchasing or otherwise acquiring a Lot or Lots, each Owner agrees to be bound by all the Covenants and Restrictions contained in this Declaration.

### ARTICLE V

#### Term

The provisions of this Declaration shall be binding unless modified, revoked or amended by unanimous approval of the owners of the properties described and delineated on DVN Commercial Subdivision Plat or Subdivision, recorded in the Clerk and Recorder's Office of Ravalli County, Montana, as Book \_\_\_\_ and Page \_\_\_\_.

**ARTICLE VI**  
**Restrictions**

**Section 1. Easements.** Easements and rights-of way are reserved for the creation, construction, and maintenance of utilities, including gas, water, telephone, electricity, sewers, storm drains, public, quasi-public, and private, as well as for any public, private, or quasi-public utility or function necessary or expedient for the public health and welfare. The easements and rights-of-way shall be confined to the rear six feet of every lot and six feet along the side of every building plot, and along every street of the subdivision, and as more particularly shown and described on the plat of DVN Commercial Subdivision.

**Section 2. Building Plans.** Plans and specifications for construction on any and all structures and Lots must be submitted to the Declarant, for written approval as to quality of workmanship and materials, harmony of external design, size, and existing structures, and as to location with respect to topography and finish grade elevation prior to the commencement of any construction in the subdivision.

The Declarant shall have sole and exclusive decision making authority in connection with the architectural control of the property. Each Owner of a Lot shall comply strictly with the conditions of plat approval for the DVN Commercial Subdivision and shall further comply with any and all laws, regulations, rules, ordinances and building codes pertaining to and governing the improvements and structures erected, constructed or contained on the property. No structural modifications of any structure or Lot shall be undertaken or completed by any Lot Owner, or any third person, without first obtaining the written approval of the Declarant. The Declarant shall be under no obligation to approve exterior structural modifications to structures or to the Lots.

The Declarant may require payment of fees for application for review of proposed modifications, review of complaints or protests alleging violation of these restrictions as to matters within the jurisdiction of the Declarant. Fees as set by the Declarant shall be in an amount sufficient to recently compensate the Declarant for its administrative costs and expenses likely to be incurred in connection with its activities. The Declarant may require payment of the fee in advance as a condition of making its review or determination. Unless waived by the Declarant, failure to pay any fee required for Declarant's review or action shall be interpreted as though the matter was not presented for review and no action of the Declarant is required. The Declarant shall not be liable to any Owner for any damage, loss or prejudice suffered as a result of performance of the Declarant; provided, however, that such Declarant has, with the actual knowledge possessed by it, acted in good faith.

Prior to the commencement of construction of any kind on any Lot, the Lot Owner shall be required to submit to the Declarant for approval in writing the following information:

- (a) Location of the proposed structure;
- (b) Landscaping;

- (c) Building floor plans;
- (d) Exterior elevations and exterior openings of buildings;
- (e) Intended building use;
- (f) Exterior finishes and materials;
- (g) Square footage;
- (h) Exterior color of all structures. Buildings and structures shall have colors compatible with the general concept of the DVN Commercial Subdivision, which shall be construed in the sole discretion of the Declarant.

**Section 3. Utility Installation Fee.** No construction of any kind shall be commenced until the utility installation fee has been paid, or arrangements for payment satisfactory to the Declarant have been made.

**Section 4. Signs.** No sign of any kind shall be exhibited in any way on or above the property of the subdivision without the written approval of the Declarant of its duly authorized agent, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale of rent, or signs used by a builder to advertise the property during the construction and sales period, and except for signs in commercial zones advertising accredited businesses.

**Section 5. Fences.** No fence or hedge shall be erected or maintained on the property of the subdivision which materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence should, if possible, be maintained at no greater than four feet, and shall not in any manner impair the general scheme of the subdivision area. The Declarant may, in its discretion, approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any Lot until after the Height, type, design, and location has been approved in writing by the Declarant, or its duly authorized agent.

**Section 6. Outside Lighting.** Outside illumination equipment shall not be constructed unless the same is attached to the main structure or, in the alternative, as attached to a pole not to exceed eight (8) feet in height. All outside illumination must be downward pointed and side shielded. "All night" mercury or farm-style outdoor lights are expressly prohibited.

**Section 7. Water and Sewage.** The laws of the State of Montana and County of Ravalli, as well as the rules and regulations of their administrative agencies, now or in the future in effect with regard to sewage disposal, water supply, and sanitation apply to the subdivision under this instrument. All buildings shall connect with central water and sewer utilities within 90 days when made available. However, wells may be maintained for outside use, including watering of lawns, etc., subject to approval of duly constituted public health authorities.

**Section 8. Trucks and Trailers.** No Lot shall be used as a junkyard or auto graveyard. No semi-trucks or trailers shall be permitted to be parked in the subdivision for a period of more than four hours, unless the same is present in the actual construction or repair of buildings located on the land, and no trucks or trailers shall be parked overnight.

**Section 9. Exterior Maintenance.** Each Owner of a Lot shall provide exterior maintenance upon such Lot and structures, if any, to include painting and repairing the structures. The Lot Owner shall maintain the lawn and landscaping of each Lot, including watering. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding area and consistent with the conditions of the County of Ravalli for plat approval and further consistent with the concept for the DVN Commercial Subdivision. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Declarant shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty-day period, the Declarant may then enter such Lot and provide the required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty days after the Owner is billed therefore and shall become a special assessment upon that Lot. The Declarant may exercise all legal rights to collect that assessment. Such entry in the Lot by the Declarant shall not be deemed a trespass.

**Section 10. Landscaping Controls.** Initial landscaping shall be done by the Lot Owner, and changes in such landscaping shall be made by an Owner only with the prior approval of the Declarant. All landscaping shall be in general conformance with the Parking & Drainage Plan attached hereto as Exhibit B, and by this reference incorporated herein. The Declarant has the right, in making a judgment as to the giving or withholding of approval of proposed changes in landscaping submitted in writing to the Declarant, to consider the desirability of the proposed landscaping or grading in relation to other landscaping and grading in DVN Commercial Subdivision, and to consider the character and qualities of the commercial development existing or being created within the DVN Commercial Subdivision.

**Section 11. Parking in Frontage.** The Declarant has agreed to pave a parking access road. For the purpose of this provision, the parking access road is described as, approximately 30 feet in width and is located between the southern boundary of Lot 2 and approximately 30 feet north of the northern boundary of Lot 4. Any additional paving that may be required on any lot shall be the sole responsibility of the owner of said lot.

Any additional maintenance, replacement, resurfacing or other requirements relating to the parking access road shall be as set forth in a Road Maintenance Agreement which relates to the real property and which is recorded in the Clerk's and Recorder's Office of Ravalli County, State of Montana. and shall become a special assessment upon that Lot. The Declarant may exercise all legal rights to collect that assessment. Such entry in the Lot by the Declarant shall not be deemed a trespass.

**Section 12. Prohibition of Animals.** No animals or fowl, domestic or wild shall be kept on any of the Lots without prior written approval of Declarant. In no event may any animal be raised, bred or maintained for any commercial purpose. Animals shall not be permitted to become a nuisance or annoyance to the neighborhood. Violations of the requirements regarding animals shall be considered a breach of these Restrictions, giving rise to such remedies as are allowed by law for the breach of any other Covenants contained herein.

**Section 13. Prohibition of Vehicles.** Boats and recreational vehicles shall not be stored or parked overnight on any Lot within DVN Commercial Subdivision or elsewhere within the Common Area. Trailers, mobile homes, campers and similar vehicles are included in this prohibition against recreational vehicles. Violation of the foregoing restrictions shall entitle Declarant to enforce the rights and remedies hereinafter specified, whether or not said violation constitutes a nuisance.

**Section 14. Garbage.** No rubbish, trash, garbage or other waste shall be allowed to accumulate on any Lot except in sanitary containers which shall be emptied on at least a weekly basis by a local garbage collection firm. On garbage collection days, garbage cans may be placed in a location convenient for collection. All garbage shall be stored in containers of metal, plastic or other suitable material, which shall have sufficiently tight fitting covers to prevent the escape of noxious odors and to prevent entrance by pets. Garbage cans shall be stored indoors. There shall be no burning of leaves or trash.

**Section 15. Nuisances.** No noxious or offensive activities shall be carried on or permitted upon any of the Lots or on the property, nor shall anything be done thereon which may or may become an annoyance or nuisance to the subdivision, nor shall the property or any Lot be used in any way or for any purpose which may endanger the health or safety of, or unreasonably disturb the structure on any Lot. No business or commercial activities dealing in pornographic or adult materials or adult entertainment shall be carried on or permitted upon any of the Lots or on the property. No tent, shack, garage, temporary or permanent building or structure of any kind on the lot shall be used at any time as either a temporary or permanent residence. No plants or seeds or other things or conditions, harboring or breeding or likely to attract noxious insects or creatures, or likely to be conducive to plant disease, shall be brought into or permitted to exist or to be maintained within DVN Commercial Subdivision.

**Section 16. Damaged Property.** Any structure damaged by fire or other casualty must be removed from the premises or repairs commenced within 120 days unless an extension of time for such removal or repair is granted by the Declarant. Any damaged structure not so removed or repaired may be removed at the Owner's expense and the Declarant may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection herewith. Any costs incurred by the Declarant in relation to this Section shall become a special assessment upon the Lot of the Owner. The Declarant may exercise all legal rights to collect that assessment.

Any damaged structure shall be reconstructed in its original exterior design and shape. The reconstruction or repair of any damaged structure shall strictly comply with the conditions of plat approval of the County of Ravalli and shall further comply with any and all restrictions of any law, regulations, ordinances and building codes pertaining to the design and exterior of the structure. Prior to commencement of construction of the damaged structure, the Lot Owner shall submit to the Declarant for approval written plans and specifications.

**Section 17. Noxious Weed Control.** The Owner of any lot shall not allow noxious weeds to remain or grow on the lot. Weeds shall be controlled by the use of allowable chemicals, cutting, pulling, tillage or some other form of weed management allowed under the guidelines of the Ravalli County weed control program. Ground disturbance caused by construction or maintenance shall be revegetated with beneficial species at the first appropriate opportunity.

**Section 18. Wildlife and Wildlife Habitat.** Lot owners shall accept responsibility for the general proximity of wildlife, the potential wildlife/human interactions, and be responsible for protecting their vegetation from damage, or plant only non-palatable vegetation. There is potential for vegetation damage by wild life to lawns, landscaping, flowers and ornamental shrubs located on or near the property. Lot owners shall keep pets on the lot owner's land or under the immediate control of its owner. Harassment of big game animals by dogs is illegal. Montana law also prohibits supplemental feeding of game animals and artificial feeding is prohibited. For more information in the regard, please refer to the Montana Fish, Wildlife and Parks at (406) 542-5500. *(Effects on Wildlife and Wildlife Habitat)*

**Section 19. Radon Exposure.** The owner understands and accepts the potential health risk from radon concentrations, which are presently undetermined at this location. Unacceptable levels of radon can be reduced through building design and abatement techniques incorporated into structures. *(Effects on Public Health and Safety)*

**Section 20. Primary Heat Source.** The primary heat source for any newly constructed buildings in this subdivision shall be at least 75% efficient. *(Effects on Natural Environment)*

**Section 21. Wavier of Protest to Creation of RSID/SID.** Owners and their successors in interest waive all rights in perpetuity to protest the creation of a city/rural improvement district for any purpose allowed by law, including, but not limited to creating and/or improving a community water or wastewater treatment system and improving and/or maintaining the roads that access the subdivision, including related right-of-way, drainage structures, and traffic control signs. *(Effects on Local Services)*

**Section 22. Required Posting of County-Issued Addresses for Lots within this Subdivision.** The uniform Fire Code 901.4.4 requires lot owners to post the County-issued addresses at the intersection of the interior subdivision road and the parking area for each primary commercial building as soon as construction on the building begins. *(Effects on Local Services-Fire Protection & Public Health and Safety)*

**Section 23. Required Installation of On-Site Stormwater Drainage Facilities.** Each lot owner is required to install additional stormwater drainage facilities, water supply, and waste water treatment systems on each lot in accordance with the Montana Department of Environmental Quality Certificate of Subdivision Plat Approval filed with the final subdivision plat. Additionally, each lot owner is required to maintain all stormwater drainage facilities located on each lot as shown on the Montana Department of Environmental Quality Certificate of Subdivision Plat Approval including those within the 60' wide easement for the common parking access/interior road adjacent to U.S. Highway 93 and the additional stormwater drainage facilities required to be installed on each lot by the lot owner. *(Effects on Local Services-Road & the Natural Environment)*

**Section 24. Covenants and Restrictions - Running With Land.** The Covenants and Restrictions created by this Declaration run with the land both as to burden and benefit, and every conveyance or other instrument affecting DVN Commercial Subdivision shall be deemed subject to these Covenants and Restriction and bound thereby as fully and as firmly as if said Covenants and Restrictions were fully set forth in said conveyance or other instrument.

## ARTICLE VII

### Easements

**Section 1. Easements Reserved by Declarant.** Notwithstanding any provision herein to the contrary, until such time as the Declarant is no longer vested with or controls title to any part of DVN Commercial Subdivision, the Declarant and its agents and contractors shall have the right (a) to place and maintain on the Property model structures, sales offices, advertising signs, parking spaces and lighting in connection therewith, at such location and in such forms as the Declarant may determine in its discretion, to be used by the Declarant in connection with the promotion, sale, or lease of the Lots or of the structures constructed thereon or to be constructed thereon, (b) to come over, across and upon the Property for the purpose of making alterations or improvements to the structures, Lots or Common Areas, and (c) to store on the Common Areas equipment and materials used in connection with such work on the structures, Lots or Common Areas, all without the payment of any fees or charges whatsoever.

**Section 2. Easements for Public Utilities, Sanitary and Storm Sewers, Storm Water Drainage.** Declarant, in the Plat of Subdivision for DVN Commercial Subdivision established and reserved, or may establish and reserve, easements over portions of DVN Commercial Subdivision for sanitary and storm sewers, Storm Water Drainage and for all other public utility purposes including electricity, gas, water, cable, television, and telephones, and Declarant has the concomitant right, in connection with said grant of easements, including, but without limitation, the right of maintenance, repair and replacement. Declarant is fully authorized and empowered to execute and deliver any and all documents necessary to implement these provisions, and the Owners shall be deemed to have approved and confirmed such documents, and to be bound thereby. No structure of any kind shall be erected, placed or permitted to remain on such easements.

## ARTICLE VIII

### Party Walls

**Section 1. Owner's Rights and Obligations.** Each of the Owners immediately adjacent to a party wall shall have the obligations and be entitled to the rights and privileges granted herein and, to the extent not inconsistent herewith, the general rules of law regarding party walls. If any party wall is damaged or destroyed or destroyed through the act or acts of an adjoining Owner, or his agents, servants, guests, or members of his family, whether such act is willful, negligent or accidental, such Owner shall rebuild or repair the wall in as good a condition as formerly without cost to the other adjoining Owner. Any party wall damaged or destroyed by some act or event other than that produced by one of the adjacent Owners, his agents, servants, guests or family, shall be rebuilt or repaired by both adjoining Owners to the same good condition as formerly, at their joint and equal expense, as promptly as reasonably possible. Any Owner who proposes to modify, rebuild, repair or make additions to its own residence or any reconstruction upon his Lot in any manner which requires the extension, alteration or modification of any party wall, shall first obtain the written consent of the adjacent Owner, in addition to obtaining written consent from the Declaration.

## ARTICLE IX

### Assessments

#### Section 1.      **Assessment for Taxes and Maintenance Prior to Transfer to an Association.**

All taxes and expenses for maintenance and operation of the Common Areas and for the services hereinabove specified, performed upon Lots, shall be paid by assessments upon the Owners. Declarant shall make assessments for maintenance and operations on a quarterly basis. The assessments for maintenance and operations shall be subject to periodic adjustment, upward or downward, each such adjustment to be based upon the estimate then made by Declarant of the expense of managing and operating DVN Commercial Subdivision during the period for which the estimate has been made. The Owners shall make assessment payments in a prompt manner after the Declarant has forwarded the assessment amounts to the Owners.

Section 2.      **Allocation of Assessment Liability Among Owners.** All taxes and expenses in connection with maintenance, improvement, management and operation of the Subdivision, herein sometimes referred to as "Maintenance Expense" shall be borne in equal shares by all the Owners. Each Owner agrees to be liable for and to pay all assessments herein provided for.

Section 3.      **Lien for Assessments.** If an Owner fails to pay an assessment portion thereof for which he is liable, then the Declarant shall have a lien, effective as of the date on which payment was due, on such Owner's Lot for the purpose of securing the obligation of the Owner in respect of said unpaid assessment or portion thereof.

Section 4.      **Lien Rights of Declarant.** All of the lien rights and other rights herein provided for shall be possessed by the Declarant as fully and as effectively in ever respect.

## ARTICLE X

### Compliance, Breach of Covenants, and Default

Section 1.      **Rights and Remedies of Declarant.** Each Owner is bound by and shall comply with the terms of this Declaration and the Rules and Regulations adopted pursuant thereto and by all amendments to them. A failure by an Owner to comply with this Declaration, or any authorized amendment to said Declaration, shall constitute a Default by such Owner. If a default occurs, the Declarant shall have the right to recover damages at law, to procure injunctive relief, to foreclose on any lien rights the Declarant may have, or to avail itself of any other rights or remedies permitted at law or in equity including court costs and attorney's fees and all other expenses of the proceeding, and all damages, liquidated or otherwise, together with interest thereon at 15% per annum. The rights and remedies of the Declarant shall be cumulative and shall be enforceable concurrently in a single proceeding.

Section 2.      **Liability of Owners for Negligence.** Each Owner shall be liable for any damage caused by his act or negligence, or by the act or negligence of any party whose right to be upon the DVN



Commercial Subdivision is derived from such Owner, but only to the extent that such damage is not covered by insurance carried by the Declarant.

## ARTICLE XI

### Amendment of Declaration

**Section 1. Amendment.** This Declaration may be amended by the Declarant, in its sole discretion or by a vote consenting of such Amendment by an affirmative vote of Seventy-Five Percent (75%) of the voting Members of a later formed Subdivision Association. Amendment other than in accordance with this Article is not permissible. All amendments must be provided, by way of notice, to all Owners within thirty (30) days after adoption of said amendment. In addition, any adopted Amendment must be filed with the Clerk and Recorder's office of Ravalli County, State of Montana.

## ARTICLE XII

### General Provisions

**Section 1. Notices - In General.** Notices given pursuant to this Declaration or in connection therewith shall be written, and shall be delivered in person or by mail. Notices shall be deemed delivered on the date personal delivery is made or on the date of mailing. Notice to an Owner may be given to the Owner at his Lot. Notice to the Declarant may be given to the Declarant's address as set forth below.

**Section 2. Non-Waiver Except by Written Instrument.** No conditions, covenants, restrictions, reservations, grants or other provisions of this Declaration shall be deemed to have been waived by silence, or inaction, or failure to enforce rights or by any other matters whatsoever, other than a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been effected by the failure to enforce rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights, which have occurred.

**Section 3. Partial Invalidity - Severability.** The invalidity of any of the conditions, covenants, restrictions or reservations herein contained, or of any other provision of whatever nature of this Declaration shall not in any way impair or affect the validity or enforceability of any other provisions of this Declaration, and any such invalidity shall be deemed partial and separable, and all of this Declaration shall be deemed valid, effective and binding except for the invalid provision.

**Section 4. Captions.** Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text thereof.

Section 5. Recordation. Prior to consummation of the sale of the first Lot in DVN Commercial Subdivision by delivery of a deed to said Lot and immediately following the recording of the Final Plat of Subdivision, this Declaration shall be recorded in the office of the Clerk and Recorder of Ravalli County, Montana. All amendments to the Declaration shall also be recorded in said Recorder's Office.

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

DECLARANT: Danny M. Vines and Nancy T. Vines

SS: [Signature]  
Danny M. Vines  
P.O. Box 151507  
Lufkin, Texas 75915-1507

SS: Nancy T. Vines  
Nancy T. Vines  
P.O. Box 151507  
Lufkin, Texas 75915-1507

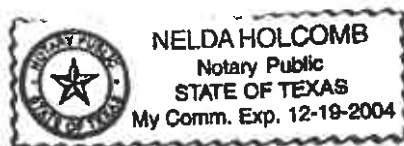
STATE OF Texas }  
County of Angelina } :SS

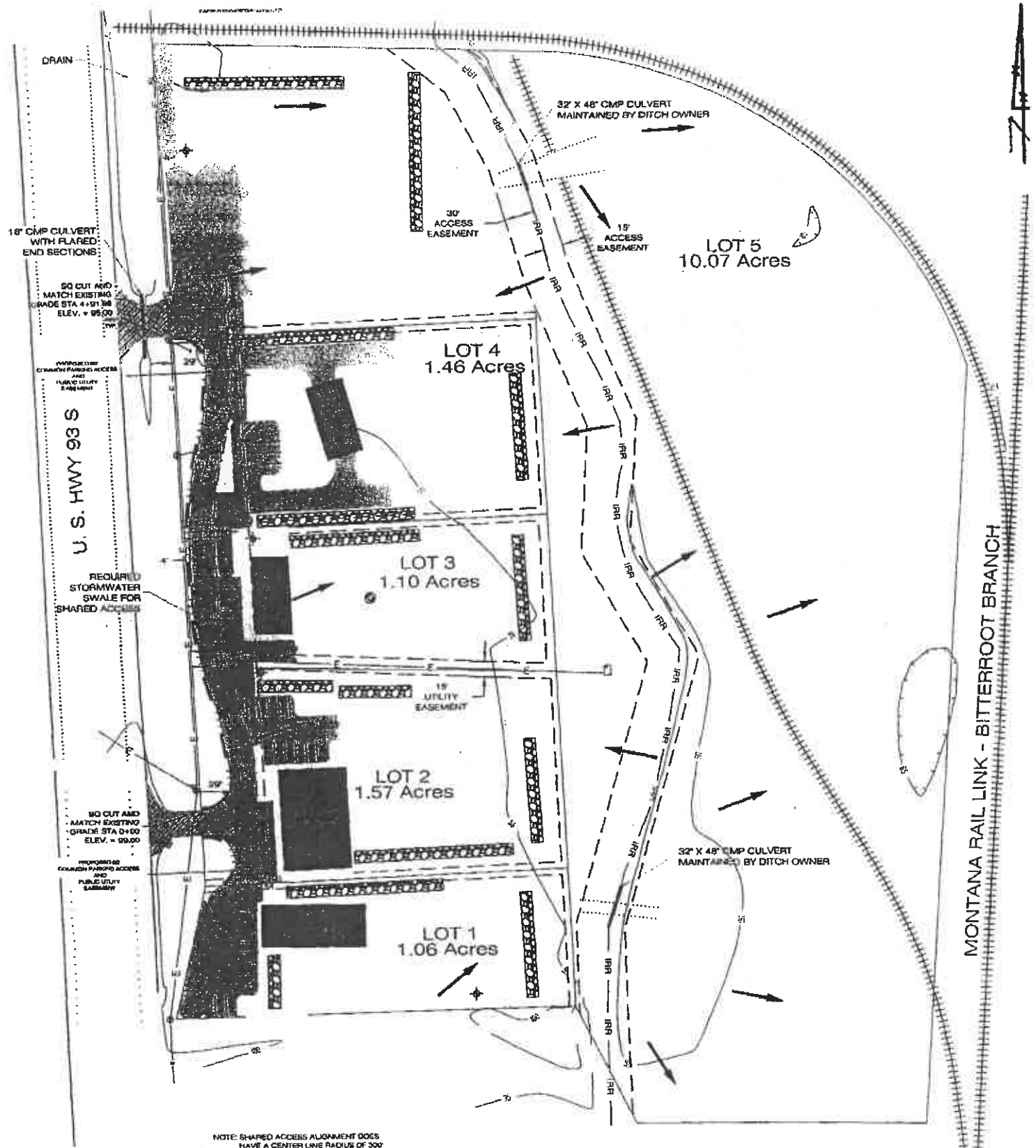
This instrument was acknowledged before me by Danny M. Vines and Nancy T. Vines

on October 15, 2004.

SS Nelda Holcomb  
Print Name Nelda Holcomb  
Notary Public for the State of Texas  
Residing at Lufkin, TX  
My commission expires 12-19-04

- SEAL -





NOTE: SHARED ACCESS ALIGNMENT DOES HAVE A CENTER LINE RADIUS OF 300'

**Landworks**  
Consulting & Design, Inc.

• Civil Engineering • Land Consulting

Ph: (406) 342-1413  
Fax: (406) 342-8252

PO Box 7708  
Missoula, MT 59807

OVERFLOW RELIEF  
EVERY 100'  
OF DITCH LENGTH

GRASSSED SWALE

SHARED ACCESS DRAINAGE SWALE DETAIL

NO SCALE

60 0 60  
SCALE IN FEET

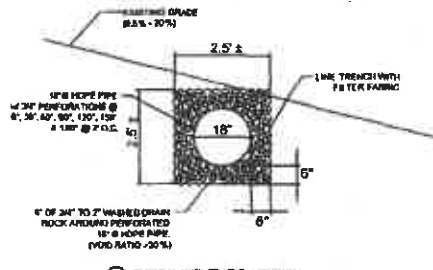
## LEGEND

	EXISTING WELL (ABANDONED)
	PROPOSED WELL
	DRAINAGE ARROWS
	EASEMENTS
	PROPERTY LINE
	RAILROAD
	EDGE OF ROAD
	INTERMEDIATE CONTOUR (1' INT)
	INDEX CONTOUR (5' INT)
	EDGE OF SHARED ACCESS ROAD TO BE INSTALLED PRIOR TO FILING THE PLAT
	APPROXIMATE PROPOSED STORM DRAINAGE LOCATIONS
	ROADSIDE DITCH
	IRRIGATION DITCH
	SHARED ACCESS DRAINAGE SWALE
	EXISTING ELECTRIC
	PROPOSED DRAINFIELD AND REPLACEMENT AREAS (4' X 10' APPROVED FLOW 200 GPD)
	EXISTING DRAINFIELD AREA
	PIN DOWN CURB
	REQUIRED LANDSCAPING, ALSO CAN BE USED AS POTENTIAL LOCATION FOR STORM WATER MANAGEMENT/STORM DRAINAGE
	OTHER GRASSED/LANDSCAPED AREAS OR POTENTIAL STORM DRAINAGE AREAS
	ASPHALT PAVING ACCESS/PARKING AREAS
	EXISTING ASPHALT AT APPROACH
	STATION AND SPOT ELEVATION OF ASPHALT FOR SHARED ACCESS ROAD

Direction	%	Lot 1		Lot 2		Lot 3		Lot 4		Lot 5	
		Impervious	Flow (cfs)	Storage (cfs)	Flow (cfs)	Storage (cfs)	Flow (cfs)	Storage (cfs)	Flow (cfs)	Storage (cfs)	Flow (cfs)
Area (acres)		1.09		1.57		1.10		1.46		2.00	
Pre-Development		0.11	0	0.17	0	0.12	0	0.16	0	0.22	0
Post-Development	80.00%	0.31	720	0.48	1080	0.32	750	0.43	980	0.59	1350
Pre-Development		0.30	870	0.45	1000	0.31	700	0.41	930	0.57	1270
Post-Development	70.00%	0.29	830	0.43	930	0.30	690	0.40	870	0.54	1180
Pre-Development		0.28	590	0.41	860	0.28	610	0.39	800	0.52	1100
Post-Development	60.00%	0.26	540	0.39	800	0.27	560	0.36	740	0.50	1020
Pre-Development		0.25	500	0.37	730	0.26	510	0.35	680	0.47	930
Post-Development	50.00%	0.24	450	0.35	670	0.25	470	0.33	620	0.45	850
Pre-Development		0.23	410	0.33	600	0.23	420	0.31	560	0.43	780
Post-Development	40.00%	0.21	360	0.32	530	0.22	380	0.29	500	0.40	680
Pre-Development		0.20	320	0.30	470	0.21	330	0.28	440	0.38	590
Post-Development	30.00%	0.19	270	0.28	400	0.20	280	0.26	370	0.36	510

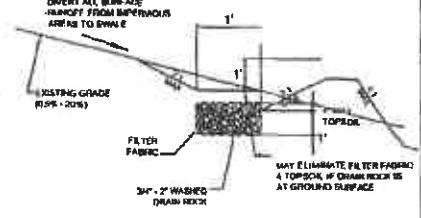
## STORM WATER MANAGEMENT

1. LOT OWNER/CONTRACTOR SHALL UTILIZE A OR B SHOWN BELOW, TO RETAIN 100% OF ALL STORMWATER GENERATED FROM IMPERVIOUS AREA. SEE ABOVE FOR SIZING CRITERIA.
2. APPROXIMATE LOCATIONS ARE SHOWN ON PLAN. EXACT LOCATIONS TO BE DETERMINED BY EACH LOT OWNER.
3. MAINTENANCE OF STORMWATER FACILITY SHALL BE RESPONSIBILITY OF EACH LOT OWNER. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO PERIODIC INSPECTIONS & CLEANING OF FACILITIES.
4. LOTS SHALL BE DEVELOPED IN ACCORDANCE W/ THE 'MONTANA SEDIMENT AND EROSION CONTROL MANUAL' CHAPTER 5.



A TYPICAL INFILTRATION TRENCH

NOTE: STORAGE VOLUME = 5 CU. FT. PER ONE (1) FOOT OF TRENCH  
MUST DIRECT ALL ROOF DRAIN, DRIVEWAY, & PARKING DRAINAGE TO SWALE.

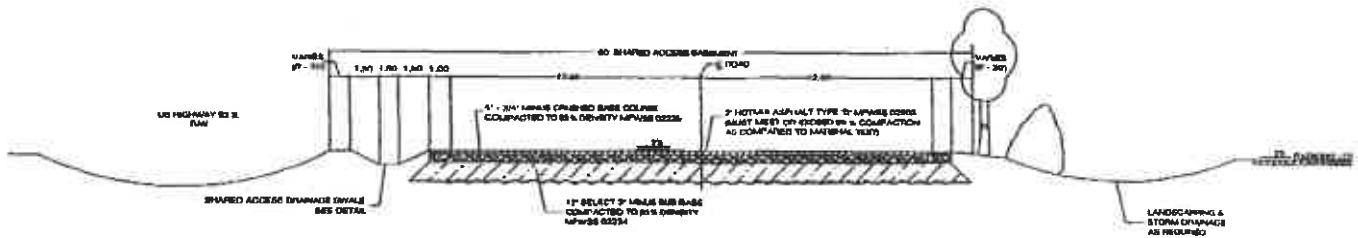


B TYPICAL INFILTRATION DRAINAGE SWALE

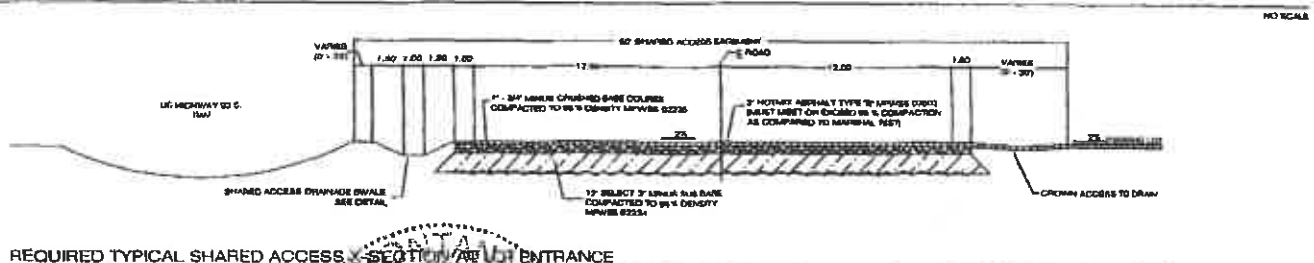
NOTE: STORAGE VOLUME = 4 CU. FT. PER ONE (1) FOOT OF TRENCH  
MUST DIRECT ALL ROOF DRAIN, DRIVEWAY, & PARKING DRAINAGE TO TRENCH.

## PARKING PLAN:

1. THE UN-OBTAINED TRAVEL WAY AT THE FRONT OF EACH LOT SHALL BE 24' WIDE AND CONSTRUCTED AS SHOWN IN THE REQUIRED TYPICAL SHARED ACCESS CROSS SECTION AND SHOULD BE CONSTRUCTED TO THE INTO ANY EXISTING ACCESS CONSTRUCTED FOR ADJACENT LOTS. THE SHARED ACCESS SHALL BE BUILT WITHIN 120 DAYS AFTER CLOSING THE FIRST SALE OF ANY LOT.
2. PARKING LAYOUTS SHOWN ARE TYPICAL, OTHER DESIGNS MAY BE ACCEPTABLE AS LONG AS ALL STIPULATED MINIMUM REQUIREMENTS ARE MET.
3. PRIVATE ACCESS, OFF THE SHARED ACCESS, SHOULD BE A MINIMUM OF 20 FEET WIDE FOR ONE WAY TRAFFIC AND 24 FEET FOR TWO WAY TRAFFIC AND SHALL NOT EXCEED 60 FEET IN EITHER CASE.
4. PARKING SPACES SHALL BE A MINIMUM OF 10' X 20'.
5. THE MINIMUM LANDSCAPING AT THE FRONT OF EACH LOT SHALL BE 15 FEET WIDE AND AT LEAST 30 % OF THE TOTAL FRONTAGE. EXACT LOCATIONS OF LANDSCAPING SHALL BE DETERMINED BY THE PROPERTY OWNER.
6. LANDSCAPING SHALL INCLUDE: A) A COMBINATION OF Boulders, Corbels, AND OTHER DECORATIVE OBJECTS TO A MAXIMUM COVERAGE OF 20 % - 30% OF THE REQUIRED LANDSCAPED AREA.  
B) PLANT MATERIAL FOR A MINIMUM COVERAGE OF 70 % - 80% OF THE REQUIRED LANDSCAPED AREA AT MATURITY. THE PLANT MATERIAL SHOULD BE DROUGHT TOLERANT AND/OR NATIVE AND INCLUDE A COMBINATION OF SHRUBS AND TREES.



REQUIRED TYPICAL SHARED ACCESS X-SECTION AT LANDSCAPING



REQUIRED TYPICAL SHARED ACCESS SECTION AT ENTRANCE

REVISIONS	
DATE	DESCRIPTION
5-7-04	ACCESS

DATE: MARCH 10, 2004  
PLACE: 13470 PE  
LICENSED PROFESSIONAL ENGINEER

DVN COMMERCIAL  
SUBDIVISION

PARKING & DRAINAGE  
PLAN

LOCATION: Z/2003 PROJECTS/1047 - DANNY VINES/DWG/3 - 1047 BASE

LOCATION:

SECTION 11, T03N, R21W, PMM  
RAVALLI COUNTY, MONTANA

PREPARED FOR:

DANNY VINES

LANDWORKS PROJECT NO. 03-1047

FLAT FILE NO. XX

SHEET 1 of 1

RECORDED: 11/24/2004 3:25 ROAD AGREE

*Nedra Taylor*

CLERK AND RECORDER BY:

*Tena L. Miller*

FEE: \$24.00

**ROAD MAINTENANCE AGREEMENT**

This Road Maintenance Agreement, hereafter referred to as "agreement" is made this 15 day of Oct., 2004 by Danny M. Vines and Nancy T. Vines, hereinafter referred to as the "Declarant".

**ARTICLE 1  
GENERAL PROVISIONS**

*Purpose of Agreement.* The Declarant states that the purpose of this agreement is to establish a formal mechanism to allow proper road maintenance for the benefit of the Declarant and successors in interest.

*Property Subject to Agreement.* The following real property in Ravalli County, Montana, and subsequent divisions thereof, are subject to this agreement: Lots 1 – 5 of DVN Commercial Subdivision

*Road(s) Subject to Agreement.* This agreement shall apply to both approaches off US Highway 93, and the access road that is located within the DVN Commercial Subdivision.

*Applicability.* This agreement shall run with the land and shall be binding upon and enforceable by all parties having or acquiring any right, title, or interest in any real property subject to this agreement.

*Term.* This agreement is perpetual and cannot be rescinded or revoked unless the county or the state agrees to maintain the road(s) described by the agreement in perpetuity.

*Amendments.* This agreement may be amended, but not so as to make any provision less strict or less inclusive.

*Severability.* If a court of competent jurisdiction holds that a part(s) of this agreement is invalid for any reason, the validity of the remaining portions shall continue in full force and effect and the rights of the parties shall be construed as if the part(s) was never part of this agreement.

*Venue.* If legal action is necessary by any owner concerning this agreement, exclusive venue will lie with the District Court of the Twenty-First Judicial District of the State of Montana, located in Hamilton, Montana.

*Litigation Fees.* Should any party initiate litigation, arbitration, or mediation concerning this agreement, the prevailing party(ies) shall receive from the opposing party(ies) financial compensation for all related costs, including reasonable attorney's fees and expert witness fees.

*Entire Agreement.* This agreement embodies the complete agreement, superseding all previous and contemporary oral and/or written communications.

*Waiver or Abandonment.* The waiver of, or failure to enforce any breach or violation of any provision of this agreement, shall not be deemed to be a waiver or abandonment of such provision, or waiver of the right to enforce any subsequent breach or violation of such provision.

*Definitions.* For the purpose of this agreement, certain terms and phrases are defined below and shall have the meaning ascribed to them.

MT NW 00  
 PO Box 8777  
 Missoula MT 59807

Ret

**Owner:** The record owner (including without limitation the Declarant), whether one or more persons or entities, of the fee simple title to any tract of land subject to this agreement, except that where such a tract of land has been sold on an installment sale basis pursuant to a security instrument, the buyer (provided he is not in default under said security instrument) shall be deemed the owner. The term shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Road Maintenance:** Dust control, snow removal, ordinary maintenance, reconstruction, and maintenance of entire roadway, including ditches or storm water detention/retention facilities, as appropriate.

**Waiver of Liability.** All users of the road(s) subject to this agreement shall use it at their own risk and hazard. The Declarant or any owner shall not be liable for any damage or loss of any kind which may be suffered by any person using the road. Accordingly, all persons using the road(s) for any reason are deemed to have consented to the provisions of this paragraph, and waive any claim they may have for any such liability, and agree to release and hold harmless all owners.

**Use of Easement for Public Utilities.** Any person, firm, or corporation, whether public or private, that provides or offers to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public has the right to the joint use of the easement for the construction, maintenance, repair, and removal of their lines in, over, under, and across each area designated on the final plat for this subdivision as "utility easement".

## ARTICLE 2 ASSESSMENTS

**Generally.** By entering into an installment purchase of a tract of land subject to this agreement or by acceptance of a deed thereof, said owner agrees to pay annual and special assessments as may be established by or as subsequently approved pursuant to this agreement. These assessments shall be used exclusively for road maintenance.

**Annual Assessments.** An annual payment (of \$\_\_\_\_\_) or (as decided pursuant to this agreement) is due on or before April 1st of each year. The annual payment will cover normal operating expenses and repairs.

**Special Assessments.** Special assessments may be established and collected from time to time for expenses not covered by annual assessments. The due date of the special assessment shall be fixed by majority vote.

**Basis for Assessment.** All costs incurred pursuant to this agreement shall be assessed equally among the owners. If any lot within DVN Commercial Subdivision is further developed, the cost incurred pursuant to this agreement shall be equally split between all lots.

**Creation of the Lien and Personal Obligation of Assessments.** Any assessment not paid by the due date shall become a lien on the property and a personal obligation as described below. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of one (1) percent per month.

- (a) **Liens.** Any unpaid assessment together with interest thereon and the costs of collection shall be a charge on the land and shall become a continuing lien on the property against which each assessment is made. This lien shall be subordinate to the lien of any first mortgage. The owner(s) who enters into a contract for the authorized work and/or the contractor completing the authorized work is entitled to a construction lien by following the procedure as outlined in Title 71, Chapter 3, Part 5, MCA.

- (b) *Personal Obligations.* Each such assessment, together with interest, collection costs, and reasonable attorney's fees, shall be the personal obligation of the person(s) who was the owner of such property at the time when the assessment fell due. No owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his property, or conveyance or transfer of title to the property. This personal obligation shall not pass to a successor in title unless the obligation is expressly assumed by the successor in title.

#### ARTICLE 4 ADMINISTRATION

*Meetings.* The owners may conduct an annual meeting and special meetings to discuss operation and maintenance of the road(s) and conduct other business as appropriate.

*Election of Officers.* The owners may elect from its membership a president, treasurer, and secretary to run meetings, collect and administer funds, and record decisions, respectively.

*Decision-Making with Petition.* Any owner may initiate a petition for amendment of this agreement, repair/maintenance of the road(s), or general administration of this agreement as described below.

- (a) *Owner Notification of Petition.* The owner(s) that initiates the petition shall notify, in writing, each of the other owners of the proposal.
- (b) *Content of Petition.* The petition shall be in writing and include each of the following:
  - (1) A description of the proposal,
  - (2) Cost estimates if work is to be performed,
  - (3) A request for a written response indicating their approval of, or opposition to, the petition within at least fourteen (14) days for a response.
  - (4) A statement that if no response is received within the allowed timeframe, it is assumed that the owner is in favor of the petition and can be counted as a vote of approval, and
  - (5) Other information as appropriate.
- (c) *Voting.* Each tract of land shall entitle the owner to one (1) vote regarding the decision at hand. Multiple owners of one (1) tract shall be entitled to one (1) vote. A person owning multiple tracts shall be entitled to one (1) vote per tract. Each decision shall be approved by a majority vote of all owners.
- (d) *Owner Notification of Petition Results.* The owner(s) that initiates the petition shall notify, in writing, each of the other owners the results of the petition.
- (e) *Implementation of Petition.* If the majority of the owners approve of the petition, any owner may implement the decision.

*Decision-Making At Meeting.* Any owner may call a meeting for amendment of this agreement, repair/maintenance of the road(s), or general administration of this agreement as described below.

- (a) *Owner Notification of Meeting.* The owner(s) that calls a meeting shall notify, in writing all of the other owners, not less than 14 days or more than 30 days in advance of the meeting.
- (b) *Content of Notice.* The notice shall be in writing and include each of the following:
  - (1) The date and time of the meeting,
  - (2) The location of the meeting, and
  - (3) The general purpose of the meeting.
- (c) *Quorum.* One-third (1/3) of the owners shall constitute a quorum for decision-making.
- (d) *Voting.* Each tract of land shall entitle the owner to one (1) vote regarding the decision at hand. Multiple owners of one (1) tract shall be entitled to one (1) vote. A person owning multiple tracts shall be entitled to one (1) vote per tract. Each decision shall be approved by a majority vote of all owners. An owner may vote by proxy.
- (e) *Owner Notification of Decision.* The owner(s) that initiates the meeting shall notify, in writing, all of the other owners the results of the meeting.

- (f) *Implementation of Petition.* If the majority of the owners approve of the action, any owner may implement the decision.

IN WITNESS WHEREOF, this document has been executed on the day and year written below.

SS: [Signature]

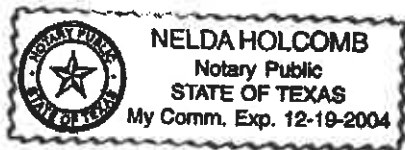
Danny M. Vines  
P.O. Box 151507  
Lufkin, Texas 75915-1507

SS: Nancy T. Vines

Nancy T. Vines  
P.O. Box 151507  
Lufkin, Texas 75915-1507

STATE OF Texas }  
County of Angelina } :ss

This instrument was acknowledged before me by Danny M. Vines and Nancy T. Vines  
on October 15, 2004.



- SEAL -

SS: Nelida Holcomb  
Print Name Nelida Holcomb  
Notary Public for the State of Texas  
Residing at Lufkin, Texas  
My commission expires 12-19-04



RECORDED: 11/24/2004 3:27 MISC

*Nedra P. Taylor*

CLERK AND RECORDER BY:

*Tana L. Miller*

FEE: \$60.00

**Notification to Future Property Owners**

***The Lots with this subdivision do not have the right to take irrigation water from the Lou Overturff Irrigation Ditch traversing this subdivision. These Lots do not have irrigation water rights. Taking water without a water right for irrigation purposes is illegal.*** For more information on irrigation water rights contact Bill Schultz of the Department of Natural Resources Conservation District, Water Resources Division, P.O. Box 5004, Missoula, Montana, 59808-5004, and (406) 721-4284. (*Effects on Agricultural Water User Facilities*)

***Notification of Irrigation Ditch Easement.*** Within this subdivision there is an irrigation easement for the Lou Overturff Irrigation Ditch. All downstream water right holders have the right to maintain and repair their ditch and diversion structures whenever necessary to keep them in good condition. The filed subdivision plat shows irrigation ditch and easement on the property. The downstream water rights holders, or the Lou Overturff Ditch Company or water distribution association responsible for allocating water rights the manager of the district or association, must approve any relocation or alteration (i.e. installation of a culvert) of the irrigation ditch. Any act which damages or destroys a ditch, interferes with its operation or maintenance in any way, or restricts access to the ditch so as to interfere with its maintenance is expressly prohibited. The downstream water right holders have the right to use the easement to maintain the ditch. Please contact the Lou Overturff Ditch Company, Wayne Buhler, 1313 Old Darby Road, Darby, Montana, 59829, (406) 821-3851 for more information. (*Effects on Agricultural Water User Facilities*)

***Notification of Storm water Drainage and Utility Easements.*** Within this subdivision there are storm water drainage and utility easements as shown on the filed plat. No structures may be placed in these easements that are not needed for storm water management or utilities. (*Effects on Local Services-Road & Provision of Easements for Utilities*)

***Notification of Road Maintenance.*** Ravalli County, the State of Montana, or any other governmental entity does not maintain the road within this subdivision and, therefore, does not assume any liability for improper maintenance or the lack thereof. A Road Maintenance Agreement was filed with this subdivision and outlines what parties are responsible for road maintenance and under what conditions. (*Effects on Local Services-Roads*)

***Notification of Soils Rated as Severe for Building and Road Construction.*** Within this subdivision there may be soils rated as severe for building and road construction. The approximate location of the soils rates as severe are shown on the attached map with the soil(s) description(s). Information on these soils is provided by the USDA Soil Conservation Service, Soil Survey, Bitterroot Valley Area, Montana; and by the Special Soil Interpretations Report to Complement Published Soil Survey of the Bitterroot Valley Area, Montana, dated May 1959. (A reduced copy of the plat showing

*But  
mt NW 00  
Po Box 8777  
Missoula MT 59809*

approximate location of severe soils and information on severe soils shall be attached to the notifications document.) (*Effects on Public Health and Safety*)

***Limitation of Access Onto State Road.*** A non-ingress/egress zone exists along U.S. Highway 93, which restricts vehicular access onto this State-maintained road to the approved interior subdivision road. This restriction may be amended or lifted with County and /or Montana Department of Transportation approval as appropriate. (*Effects on Local Services-Roads*)

***Notification of Potential Dam Inundation Area in the Event of a Catastrophic Failure of the Painted Rocks Reservoir Dam.*** The property is within the potential dam inundation area in the event of a catastrophic failure of the Painted Rocks Reservoir Dam. The areas subject to inundation during an actual failure may be different depending upon the mode of failure and reservoir inflow conditions. The Painted Rocks Reservoir Dam is owned and operated by the State of Montana, Department of Natural Resources and Conservation District, Water Resources Division, Dam Safety Program (48 Last Chance Gulch, P.O. Box 201601, Helena, Montana, 59620-1621). For more information regarding the dam, please contact the above agency. (*Effects on Public Health and Safety*)

***Notification of Restrictive Covenant on Warranty Deed Instrument Number 506986.*** The Warranty Deed for this property contains a restrictive covenant stating that no portion of the property may be used for a retail grocery/food store, or convenience store selling grocery items and the restriction shall be lifted when no member of the Bergren family (Terry, Phil, their spouses or lineal descendants) has an interest in People's Market located in Darby, Montana. (*Consistency with Existing Covenants*)

***Notification of Required Montana Department of Transportation Approach Permit or Amendment to Existing Permit Upon the Development of Lot 5.*** This subdivision is within a Montana Department of Transportation (MDT) Access Control Area. MDT has approved the approach permits for the two existing approaches for Lots 1-4. When Lot 5 is developed further, the approach permits are required to be amended. Any new access or change in use of a current access requires an approach permit to be approved by MDT. Please contact the MDT Missoula District Traffic Engineer at the Missoula District Office, P.O. Box 7039, Missoula, Montana, 59807-7039 for further information. (*Effects on Local Services-Roads & Provision of Legal and Physical Access*)

***Notification of Proximity to Montana Rail-Link Railroad.*** This subdivision is located adjacent to the Montana Rail-Link railroad grade and a private spur of the railroad grade. Standard operation of the railroad can include elevated noise levels, exhaust fumes, and engine headlights, which may be objectionable to some people. In addition, there are inherent hazards associated with railroad operations. Every train that uses this railroad track will sound a warning whistle for the U.S. Highway 93 grade crossing, as required by federal law. In the event Lot 5 is utilized for residential purposes in the future, safety measures may be needed along the northern and eastern boundary of the railroad right-of-

way, depending on the proximity of the residence(s) to the railroad grade. (*Effects on Public Health and Safety*)

IN WITNESS WHEREOF, this document has been executed on the day and year written below.

SS: 

Danny M. Vines  
P.O. Box 151507  
Lufkin, Texas 75915-1507

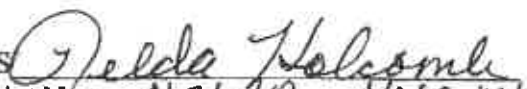
SS: Nancy T. Vines

Nancy T. Vines  
P.O. Box 151507  
Lufkin, Texas 75915-1507

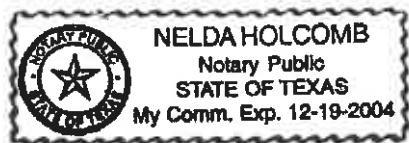
STATE OF Texas }  
County of Angelina } :ss

This instrument was acknowledged before me by Danny M. Vines and Nancy T. Vines

on October 15, 2004.

SS:   
Print Name NEIDA HOLCOMB  
Notary Public for the State of Texas  
Residing at Lufkin, TX  
My commission expires 12-19-04

- SEAL -





SCALE IN FEET

1 INCH = 40 FEET

RECORDED BOOK

RECORDED 11/24/04

BASE OF BEARING COS 294

VERTICAL CURVE APPROXIMATE ELEVATION

100.0 FT TO THE 2% (SEE SHEET 3) EAST SIDE

OF PARCELS

OWNER/DEVELOPER

DVH ENTERPRISES, LLC

DARBY M. VINES, PRESIDENT

LAND USE	ACRES	PERCENTAGE
RESIDENTIAL LOT	0	0
COMMERCIAL LOT	15.25	100
RAILROAD RIGHT-OF-WAY	0	0
ROAD	0	0
OTHER AREA	15.25	100
TOT. AREA	15.25	100

DARBY LUMBER

700 S. 1st St.

DARBY, MONT.



PIPE HD.

PIPE HD.

PIPE HD.

PIPE HD.

PIPE HD.

U. S. HIGHWAY 93

TOWN OF DARBY (CEMETERY)

**UTILITY EASEMENT NOTE "A"**

PROPOSED PRIVATE UTILITY EASEMENTS  
FOR PRIVATE OR PUBLIC UTILITIES SERVING  
THE LOTS SHOWN.

**LEGEND**

- = SET 5/8" X 24" REBAR WITH 1-1/2" ALUM. CAP (MONTANA HW 8330 L3)
- ▲ = FOUND 5/8" REBAR WITH 1-1/4" YELLOW PLASTIC CAP (SCHWAB 51022)
- = FOUND REBAR (AS NOTED)
- = FOUND 2" ALUMIN. CAP DEPARTMENT OF HIGHWAYS (AS NOTED)
- (H) = RECORD PER COS 294
- (F) = FOUND THIS SURVEY
- (TM) = TEMPORARY BENCHMARK
- = DRAINAGE DITCH FLOWLINE
- = POWERPOLE
- CLP = CORRUGATED METAL PIPE
- ~~~~~ = SOIL TYPE BOUNDARY

**VICINITY MAP**



MONTANA RAIL LINK - BITTERROOT BRANCH

ORR, LACY

CURTIS, MERLE

**LEGAL DESCRIPTION**

Parcel C, Certificate of Survey No. 284, Ravalli County,  
Montana, in and being a portion of the parcel described  
in the Certificate of Survey No. 1, Township 2 North, Range 21 West,  
13th N.E. 1/4, Section 16, T.2N., R.21W., P.M.M.,  
Ravalli County, Montana.

EXCEPTING AND RESERVING THEREFROM that portion  
shown in the State of Montana to Book 146, Page 776.

Containing 15.25 acres more or less, and being subject to all  
easements and rights-of-way, existing or of record.

**SURVEYOR'S CERTIFICATION**

I hereby certify that the attached plat represents a survey made under  
my direct supervision and substantially completed on the date above shown.

28

Don E. Jensen  
Professional Land Surveyor  
Montana Registration No. 5330 L3

1/4 SEC.	T.	R.
15	21	21W

SHEET 1 OF 1  
DVH  
COMMERCIAL SUBDIVISION  
A MINOR SUBDIVISION IN  
RAVALLI COUNTY, MONTANA



MONTANA NORTHWEST COMPANY  
SURVEYING, MAPPING, PLANNING CONSULTING  
P.O. BOX 877, MISSOULA, MT 59702 PHONE 406-723-0888 FAX 406-723-0888

PREPARED FOR DARBY VINES

WITNESS PROJECT NO. 1181-00 00-70



2000 0 2000 4000  
SCALE IN FEET

**Landworks**  
Consulting & Design, Inc.

✦ Civil Engineering ✦ Land Consulting

Ph: (406) 542-1415  
Fax: (406) 542-8252

PO Box 7908  
Missoula, MT 59807

**DVN COMMERCIAL SUBDIVISION**  
**SOILS MAP**  
**COS #294**  
**SEC. 11, T3N, R21W**  
**RAVALLI COUNTY**

Table 3. (Cont'd.)

Map- ping Unit	Soil Name and Phase 1/	Slope Range	Building Sites 2/ (Resident.)	Lawns and Landscapes- Streets	Roads- and Streets	Parking Areas	Play- ground	Camping Areas	Picnic Areas	Comestibles Landfills	Trench Type	Seepage Disposal		
												Septic Tank Use	Pond Area	Enhancement Lagoon
B4b	Riveride loam, S.P. drained, moderately steep	13-25	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8 2c, 12, 6e	Severe 8	Severe 8 12	Severe 8 2c, 6d, 12	Poor - Seepage Potential
C5	Castner stony loam, sloping and strongly sloping	9-15	Severe 7d 10e	Severe 7d 10a	Severe 7d 10a	Severe 7d 8	Severe 7d 8	Moder. 8 10a	Moder. 8	Severe 7d	Severe 7d	Severe 7d 8	Severe 7d, 8, 10a	Poor - Shallow depth & stony
C6	Castner stony loam, moderate- ly steep and steep	15-21	Severe 7d, 8, 10a	Severe 7d, 8, 10a	Severe 7d, 8, 10a	Severe 7d, 8, 10a	Severe 7d, 8, 10a	Severe 8 10c	Severe 8	Severe 7d, 8	Severe 7d, 8	Severe 7d, 8	Severe 7d, 8, 10a	Poor - Shallow Depth & Stony
C7	75% Chamokane stony loam, level	0-2	Severe 1, 2c	Severe 1, 2c, 14	Severe 1, 2c, 4	Severe 1, 2c, 4	Severe 1, 2c	Severe 1, 2c	Severe 1, 2c	Severe 1, 2c	Severe 1, 12	Severe 1, 2c, 12	Severe 1, 2c, 6d, 12	Poor - Seepage Potential
C8	25% Chamokane stony loam, moderately deep, level	0-2	Severe 1, 2c	Severe 1, 2c, 14	Severe 1, 2c, 4	Severe 1, 2c, 4	Severe 1, 2c	Severe 1, 2c	Severe 1, 2c	Severe 1, 2c	Severe 1, 12	Severe 1, 2c, 12	Severe 1, 2c, 6d, 12	Poor - Seepage Potential
C9	Chamokane fine sandy loam, level	0-2	Severe 1, 2c	Severe 1, 2c, 14	Severe 1, 2c, 4	Severe 1, 2c, 4	Severe 1, 9a, 10a	Moder. 9a, 1	Moder. 9a, 1	Severe 1, 2c	Severe 1, 12	Severe 1, 2c, 12	Severe 1, 2c, 6d, 12	Poor - Seepage Potential
C10	Chamokane gra- velly loamy sand, shallow, level	0-2	Severe 1, 2c	Severe 1, 2c, 14	Severe 1, 2c, 4	Severe 1, 2c, 4	Severe 1, 9a, 10a	Moder. 9a, 1	Moder. 9a, 1	Severe 1, 2c	Severe 1, 12	Severe 1, 2c, 12	Severe 1, 2c, 6d, 12	Poor - Seepage Potential
C11	Chamokane loamy fine sand, level	0-2	Severe 1, 2c	Severe 1, 2c, 14	Severe 1, 2c, 4	Severe 1, 2c, 4	Moder. 9a, 1	Moder. 9a, 1	Moder. 9a, 1	Severe 1, 2c	Severe 1, 12	Severe 1, 2c, 12	Severe 1, 2c, 6d, 12	Poor - Seepage Potential
C12	Chamokane loamy sand-sandy loam, shallow, level	0-2	Severe 1, 2c	Severe 1, 2c, 14	Severe 1, 2c, 4	Severe 1, 2c, 4	Moder. 9a, 1	Moder. 9a, 1	Moder. 9a, 1	Severe 1, 2c	Severe 1, 12	Severe 1, 2c, 12	Severe 1, 2c, 6d, 12	Poor - Seepage Potential
C13	Charles loam, gently sloping	2-5	Slight	Slight	Severe 4	Severe 4	Moder. 8	Slight	Slight	Slight	Slight	Slight	Moder. 6c, 8	Fair to Good-
C14	Charles loam, sloping	3-9	Slight	Slight	Severe 4	Severe 4	Severe 8	Slight	Slight	Slight	Slight	Slight	Moder. 6c, 8	Fair to good-
C15	Charles loam, strongly sloping	9-15	Moder. 8	Moder. 8	Severe 4	Severe 4	Severe 8	Moder. 8	Moder. 8	Moder. 8	Slight	Moder. 8	Severe 8	Fair to good-
C16	Charles silt loam, level	0-2	Slight	Slight	Severe 4	Severe 4	Slight	Slight	Slight	Slight	Slight	Slight	Moder. 6c	Fair to good-



Table 3. (Cont'd.)

Map- ping Unit	Soil Name and Phase	Slope Range	Building Sites (Resident)	Lawns and Landscapes	Roads and Driveways	Parking Areas	Play- ground	Camping Areas	Picnic Areas	Comestorien	Trench Type Sanitary Landfills	Septic Tank Use	Severe Disturbance Lessons	
													Food Area	Embayment
C2d	Clark Fork cobble sandy loam, gently sloping	2-5	Slight	Moder. 10c	Moder. 4	Moder. 8, 4	Severe 10c	Moder. 10c	Moder. 10c	Moder. 10c	Severe 6e, 9b, 12	Slight	Severe 6e, 10c	Poor - Seepage Potential
C2e	Clark Fork cobble sandy loam, sloping	5-9	Slight	Moder. 10c	Moder. 4	Moder. 8, 4	Severe 8, 10c	Moder. 10c	Moder. 10c	Moder. 10c	Severe 6e, 9b, 12	Slight	Severe 6e, 8, 10c	Poor - Seepage Potential
C2f	Clark Fork fine sandy loam, level	0-2	Slight	Slight	Moderate 4	Moder. 4	Slight	Slight	Slight	Slight	Severe 6e, 9b, 12	Slight	Severe 6e, 10c	Poor - Seepage Potential
C2g	Clark Fork fine sandy loam, gently sloping	2-5	Slight	Slight	Moder. 4	Moder. 8, 4	Moder. 8	Slight	Slight	Slight	Severe 6e, 9b, 12	Slight	Severe 6e, 10c	Poor - Seepage Potential
C2h	Clark Fork gravelly fine sandy loam, level	0-2	Slight	Slight	Moder. 4	Moder. 4	Moder. 10a	Slight	Slight	Slight	Severe 6e, 9b, 12	Slight	Severe 6e, 10a	Poor - Seepage Potential
C2k	Clark Fork loam, level	0-2	Slight	Slight	Severe 4	Severe 4	Slight	Slight	Slight	Slight	Severe 6e, 9b, 12	Slight	Severe 6e, 10c	Poor to fair Seepage Potential
C2l	Clark Fork loam, gently sloping	2-5	Slight	Slight	Severe 4	Severe 4	Moder. 8	Slight	Slight	Slight	Severe 6e, 9b, 12	Slight	Severe 6e, 10c	Poor to fair Seepage Potential
C2m	Clark Fork very stony sandy loam, gently sloping and sloping	2-9	Severe 10f	Severe 10f	Moder. 4, 10f	Severe 10f	Severe 8, 10f	Severe 10f	Severe 10f	Severe 10f	Severe 6e, 10f, 12	Severe, 10f	Severe 6e, 10f	Poor - Seepage Potential & Stone
C2n	Clark Fork very stony sandy loam, strongly sloping	5-15	Severe 8, 10f	Severe 10f	Moder. 8, 10f	Severe 8, 10f	Severe 8, 10f	Severe 10f	Severe 10f	Severe 10f	Severe 6e, 10f, 12	Severe, 10f	Severe 6e, 8, 10f	Poor - Seepage Potential & Stone
C2o	Como gravelly coarse sandy loam, gently sloping	2-5	Slight	Moder. 10a, 14	Slight	Moder. 8	Severe 10a	Moder. 10a	Moder. 10a	Slight	Severe 6e, 9b, 12	Slight	Severe 6e, 10a	Poor - Seepage Potential
C2p	Como gravelly coarse sandy loam, sloping	5-9	Slight	Moder. 10a, 14	Slight	Moder. 8	Severe 8, 10a	Moder. 10a	Moder. 10a	Slight	Severe 6e, 9b, 12	Slight	Severe 6e, 8, 10a	Poor - Seepage Potential
C2r	Como gravelly coarse sandy loam, strongly sloping	9-15	Moder. 8	Moder. 8, 10a, 14	Moder. 8	Severe 8	Severe 8, 10a	Moder. 8	Moder. 8	Moder. 8	Severe 6e, 9b, 12	Moder. 8	Severe 6e, 8, 10a	Poor - Seepage Potential
C2s	Como gravelly coarse sandy loam, moderate- ly steep	15-25	Severe 8	Severe 8, 10a, 14	Severe 8	Severe 8	Severe 8, 10a	Severe 8	Severe 8	Severe 8	Severe 6e, 9b, 12	Severe 8	Severe 6e, 8, 10a	Poor - Seepage Potential

Table 3. (Cont'd.)

Map pin ing Unit	Soil Name and Phase 1/ 2	Slope Range	Building Sites (Resident)	Lawns and Landscapes	Roads and Streets	Parking Areas	Recreational Uses				Trench Type Sanitary Landfills	Septic Tank Use	Severe Disposal Locations	
							Play- Areas	Camping Areas	Picnic Areas	Cometories			Pond Area	Subsidence
S2d	70% Shalkabo loam, moderately steep and steep	15-25+	Severe 8 10c	Severe 8 10a	Severe 8	Severe 8 10a	Severe 8 10a	Severe 8 10a	Severe 8 10a	Severe 8 10a	Severe 6a, 10a, 12	Severe 8 10a	Severe 8 10a	Poor - Seepage Potential & Stone
S2e	30% Ravalli stony loam, moderately steep and steep	15-25+	Severe 8 11b	Severe 8 10a, 13	Severe 8 4, 11b	Severe 8, 4 10a, 11b	Severe 8 10a	Severe 8 10a	Severe 8 10a	Severe 8 10a	Severe 7b, 10a	Severe 6b, 7b, 8, 10a	Severe 8 10a	Fair - Some Stone
S2f	Silicium sandy loam, gravelly sandy loam, shallow, slightly saline, level	0-2	Severe 1, 2d	Severe 1, 13	Severe 4, 1 5b, 2d	Severe 1, 4, 2d	Severe 2d 1, 10a	Severe 2d 1	Severe 2d 1	Severe 2d 1	Severe 2d 1, 12	Severe 1, 2d, 12	Severe 1, 2d, 6a, 12	Fair to Poor- Seepage Potential
S2g	Silicium sandy loam, gravelly sandy loam, shallow, moderately saline, level	0-2	Severe 1, 2c	Severe 1, 13	Severe 4, 1 2c	Severe 1, 4, 5b	Moder. 2c 1	Severe 1, 2c	Moder. 2c, 1	Severe 2c, 1 12	Severe 2c, 1 12	Severe 1, 2c, 12	Severe 1, 2c, 6a, 12	Fair - Seepage Potential
S2h	Silicium loam, deep, level	0-2	Severe 1, 2c	Moder. 1	Severe 4, 1 5b	Severe 1, 4, 5b	Moder. 2c, 1	Severe 1, 2c	Moder. 2c, 1	Severe 2c, 1 12	Severe 2c, 1 12	Severe 1, 2c, 12	Severe 1, 2c, 6a, 12	Fair - Seepage Potential
S2i	Silicium loam, slightly saline, level	0-2	Severe 1, 2c	Severe 1, 13	Severe 4, 1 5b	Severe 1, 4, 5b	Moder. 2c, 1	Severe 1, 2c	Moder. 2c, 1	Severe 2c, 1 12	Severe 2c, 1 12	Severe 1, 2c, 12	Severe 1, 2c, 6a, 12	Fair - Seepage Potential
S2j	Silicium loam, poorly drained variant, level	0-2	Severe 1, 2d	Severe 1, 2d	Severe 4, 1 5b, 1, 2d	Severe 1, 4, 5b, 2d	Severe 2d, 1 1	Severe 2d, 1 1	Severe 2d, 1 1	Severe 2d, 1 1	Severe 2d, 1 12	Severe 1, 2c, 12	Severe 1, 2c, 6a, 12	Poor - Seepage Potential
S2k	Silicium sandy loam, gravelly sandy loam, shallow, level	0-2	Severe 1, 2d	Severe 1, 2d	Severe 4, 1 1, 2d	Severe 1, 4, 2d	Severe 2d, 1 1	Severe 2d, 1 1	Severe 2d, 1 1	Severe 2d, 1 1	Severe 2d, 1 6a, 12	Severe 1, 2c, 12	Severe 1, 2c, 6a, 12	Poor - Seepage Potential
S2l	80% Silicium loam, shallow, level	0-2	Severe 1, 2d	Severe 1, 2d	Severe 4, 1 1, 2d	Severe 1, 4, 2d	Severe 2d, 1 1	Severe 2d, 1 1	Severe 2d, 1 1	Severe 2d, 1 1	Severe 2d, 1 6a, 12	Severe 1, 2c, 12	Severe 1, 2c, 6a, 12	Poor - Seepage Potential
S2m	20% Muck <sup>2</sup> , level	0-2	Severe 1, 2d	Severe 1, 2d	Severe 4, 1 2d, 4, 5b	Severe 1, 4, 5b	Severe 2d, 1 9a	Severe 2d, 1 9a	Severe 2d, 1 9a	Severe 2d, 1 9a	Severe 2d, 1 12	Severe 1, 2c, 12	Severe 1, 2c, 6a, 12	Poor - Seepage Potential
S2n	60% Stony loam, stony loam, strongly sloping	9-15	Severe 7d 10c	Severe 7d 10a	Severe 7d 10a	Severe 7d 8, 10a	Severe 7d 10a	Severe 7d 10a	Severe 7d 10a	Severe 7d 10a	Severe 7d 10a	Severe 7d 8	Severe 7d, 8	Poor - Limited Depth & Rock
S2o	40% Shaggs loam, stony loam, strongly sloping	9-15	Moder. 7c, 8	Moder. 8 7c, 10a	Severe 4, 7c	Severe 8, 4 10a	Severe 8 10a	Moder. 8 10a	Moder. 8 10a	Severe 7c 10a	Severe 7c 10a	Severe 7c 8	Severe 8 7c	Poor to Fair- Some stone Limited Depth



Table 3. (Cont'd.)

Map- ping Unit	Soil Name and Phase 1/	Slope Range	Building Sites 2/ (Resident)	Lawns and Landscapes	Roads and Streets	Parking Areas	Recreational Uses				Tranche Type Sanitary Landfills	Septic Tank Use	Severe Disturbance	
							Play- ground	Camping Areas	Picnic Areas	Cemeteries			Pond Area	Embayment
5v	Skalkaho gravel- ly coarse sandy loam, micaceous variant, strongly sloping	9-15	Moder. 8	Moder. 8 10a	Moder. 8	Severe 8	Severe 8 10a	Moder. 8 10a	Moder. 8 10a	Moder. 8	Severe 6a, 9b, 12	Moder. 8	Severe 6a, 8, 10a	Poor - Seepage Potential
5v	Skalkaho gravel- ly loam, moder- ately steep	15-25	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8 10a	Severe 8	Severe 8	Severe 8	Severe 6a, 9b, 12	Severe 8	Severe 8 6a, 10a	Poor - Seepage Potential
5x	Skalkaho gravel- ly coarse-sandy loam, micaceous variant, moder- ately steep	15-25	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8	Severe 6a, 9b, 12	Severe 8	Severe 8 6a, 10a	Poor - Seepage Potential
5y	70% Skalkaho loam, gently sloping	2-5	Slight	Slight	Moder. 4	Moder. 8	Moder. 8 10c	Slight	Slight	Slight	Severe 6a, 9b, 12	Slight	Severe 6a	Fair - Seepage Potential
	30% Ravalli loam, gently sloping	2-5	Moder. 7b	Severe 11b, 13	Severe 4,	Severe 4,	Moder. 8, 10c	Moder. 7b	Slight	Severe 7b 13	Severe 7b	Severe 6b, 7b	Moder. 8	Fair to good-
5z	70% Skalkaho loam, sloping	5-9	Slight	Moder. 10c	Moder. 4	Moder. 4, 8	Severe 8 10c	Slight	Slight	Slight	Severe 6a, 9b, 12	Slight	Severe 6a	Fair - Seepage Potential
	30% Ravalli loam, sloping	5-9	Moder. 7b	Severe 11b, 13	Severe 4, 11b	Severe 4, 8, 11b	Severe 8 10c	Moder. 6b, 8	Slight	Severe 7b 13	Severe 7b	Severe 6b, 7b	Moder. 7b, 8	Fair to good-
52a	70% Skalkaho loam, strongly sloping	9-15	Moder. 8	Moder. 8, 10c	Moder. 4, 8	Severe 8	Severe 8 10a	Moder. 8	Moder. 8	Moder. 8	Severe 6a, 9b, 12	Moder. 8	Severe 6a, 8	Fair - Seepage Potential
	30% Ravalli loam, strongly sloping	9-15	Moder. 7b, 8	Severe 11b, 13	Severe 4, 8, 11b	Severe 8, 4, 11b	Severe 8 10c, 11b	Moder. 6b, 8	Moder. 8	Severe 7b 13	Severe 7b	Severe 6b, 7b, 8	Severe 8	Fair to good-
52b	70% Skalkaho loam, moderate- ly steep	15-25	Severe 8	Severe 8	Severe 8	Severe 8	Severe 8 10c	Severe 8	Severe 8	Severe 8	Severe 6a, 9b, 12	Severe 8	Severe 8	Fair - Seepage Potential
	30% Ravalli loam, moderate- ly steep	15-25	Severe 8	Severe 8, 11b, 13	Severe 8, 11b, 4	Severe 8, 4, 11b	Severe 8 10c, 11b	Severe 8	Severe 8	Severe 8 13, 7b	Severe 7b, 7b, 8	Severe 6b, 7b, 8	Severe 8	Fair to good-
52c	70% Skalkaho stony loam, sloping and strongly sloping	5-15	Moder. 8	Severe 10a	Moder. 4, 8	Severe 10a 8	Severe 8 10c	Severe 8 10a	Moder. 8 10a	Severe 10a	Severe 6a, 10a, 12	Moder. 10a 8	Severe 6a, 8, 10a	Poor - Seepage Potential & Stone
	30% Ravalli stony loam, sloping and strongly sloping	5-15	Moder. 7b, 8	Severe 10a, 13	Severe 4, 11b	Severe 8, 4, 11b	Severe 8 10a	Severe 10a	Moder. 8 10a	Severe 13, 10c	Severe 7b	Severe 6b, 7b, 8, 10a	Severe 8 10a	Fair - Some Stone

Limiting Soil Properties Designated by Number in Table 3.

1. Flood hazard
2. Depth to seasonal or permanent water table
  - a. 6 to 10 feet
  - b. 40 to 60 inches
  - c. 20 to 40 inches
  - d. 20 inches or less
3. Shrink-Swell potential
  - a. moderate
  - b. high
4. Frost action potential
5. Load-bearing capacity
  - a. moderate
  - b. low
6. Hydraulic conductivity (permeability)
  - a. less than 0.2 in/hr
  - b. 0.2 to 0.63 in/hr
  - c. 0.63 to 2.00 in/hr
  - d. 2.00 to 6.30 in/hr
  - e. more than 6.30 in/hr
7. Depth to bedrock or loose sand, gravel, and cobble
  - a. more than 60 inches
  - b. 40 to 60 inches
  - c. 20 to 40 inches
  - d. less than 20 inches
8. Slope
9. Unfavorable soil texture
  - a. surface
  - b. subsoil or substratum
10. Coarse fragments
  - a. 20 to 50% gravel
  - b. > 50% gravel
  - c. 15 to 35% cobble
  - d. > 35% cobble
  - e. 10 to 25% stone and/or boulders
  - f. > 25% stone and/or boulders
11. Erosivity
  - a. moderate
  - b. high



# **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**

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS, OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

