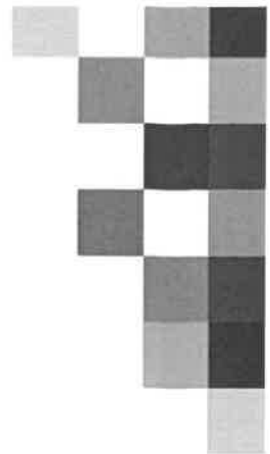




Fidelity National Title

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: 03-22-2023 LP513

PREPARED FOR:

Kelly Whitmoyer

Glacier Sothebys International Realty

PREPARED FOR YOU BY:

Shawna Nichols

You have requested information regarding the following land:

Owner(s): 249 Valhalla Ranch, LLC

Property Address: 249 Valhalla Ranch Stevensville, MT 59870

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 checked="" 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	312240
<input checked="" type="checkbox"/>	Geo Code	1764-13-2-01-22-0000

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.





STATE OF MONTANA RAVALLI COUNTY Page: 1 of 3

DOCUMENT: 774062 WARRANTY DEED

RECORDED: 3/28/2022 12:02:29 PM

Regina Plettenberg, CLERK AND RECORDER

Fee \$24.00 By

Mura Mathews

Deputy

When recorded return to:
249 Valhalla Ranch, LLC
PO Box 1005
Stevensville, MT 59870

File No.: RAV53869

Parcel No.: 312240

WARRANTY DEED

FOR VALUE RECEIVED **Sally Jo Lyon and Myers Electric Inc.**, hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **249 Valhalla Ranch, LLC**, of **PO Box 1005, Stevensville, MT 59870**, hereinafter called Grantee, the following described property, in **Ravalli County, Montana**, to-wit:

Lot 3, Valhalla Ranch Estates, Ravalli County, Montana, according to the recorded plat thereof.

TOGETHER WITH road, utility and drainage basin easement as shown on the recorded plat of Valhalla Ranch Estates.

TOGETHER WITH irrigation easement as granted in Document No. 719862.

ALSO TOGETHER WITH Mailbox Easement Agreement recorded in Document No. 734021.

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 25 day of MARCH, 2022.

TM



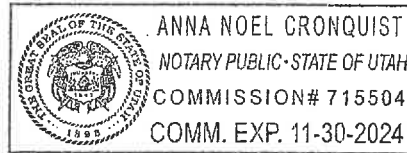
Sally Jo Lyon
Sally Jo Lyon

STATE OF Utah)
COUNTY OF Utah) ss:

On 3-25-2022, before me, the undersigned, a Notary Public for the State of Utah, personally appeared Sally Jo Lyon, 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.

Anna Cronquist
Notary Public, State of Utah
Printed Name: Anna Cronquist
Residing at Pleasant Grove, UT
My Commission expires: 11-30-2024





Myers Electric Inc.

BY: Travis Myers
Travis Myers, Director

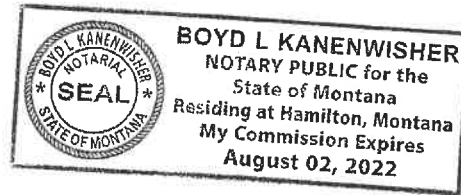
STATE OF MONTANA)
COUNTY OF Faith) ss:

On MARCH 25 2022, before me, the undersigned, a Notary Public for the State of MONTANA, personally appeared Travis Myers, Director of Myers Electric Inc., 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.

BKsh

Notary Public, State of _____
Printed Name: _____
Residing at _____
My Commission expires: _____





Kelly Olson

THIS INSTRUMENT PREPARED BY:
Farmers State Bank - Stevensville Branch
725 Main St., PO Box 280
Stevensville, MT 59870-2846

AFTER RECORDING RETURN TO:
Farmers State Bank
Loan Servicing Center
5501 Old US Hwy 93
Florence, MT 59833

(Space Above This Line For Recording Data)

1050192-R

COMMERCIAL REAL ESTATE DEED OF TRUST
Trust Indenture Under the Small Tract Financing Act of Montana
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is made on June 24, 2022 the grantor(s) 249 Valhalla Ranch LLC, a Montana Limited Liability Company, whose address is 2821 Sunset Ranch Ln, Stevensville, Montana 59870 ("Grantor"). The trustee is First American Title Company, whose address is 1438 North 1st St, Hamilton, MT 59840 ("Trustee"). The beneficiary is Farmers State Bank - Stevensville Branch whose address is 725 Main St., PO Box 280, Stevensville, Montana 59870-2846 ("Lender"), which is organized and existing under the laws of the State of Montana. Grantor owes Lender the principal sum of Three Hundred Fifty-six Thousand Nine Hundred Sixty-four and 50/100 Dollars (U.S. \$356,964.50), which is evidenced by the promissory note dated June 24, 2022. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Three Hundred Fifty-six Thousand Nine Hundred Sixty-four and 50/100 Dollars (U.S. \$356,964.50) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Ravalli, State of Montana:

Address: 249 Abigail Court, Stevensville, Montana 59870
Legal Description: Lot 3, Valhalla Ranch Estates, Ravalli County, Montana, according to the official plat recorded July 11, 2019, as Instrument No. 733039
Parcel ID/Sidwell Number: 312240
Property Size: 1.51 acres.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from 249 Valhalla Ranch LLC and Joshua J Kornoff to Farmers State Bank - Stevensville Branch, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$426,964.50

CROSS COLLATERALIZATION. It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.



Ravalli County | Detail

Date: 03/22/23
Time: 12:28:16 pm

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 312240
Type: Real

Name and Address
249 VALHALLA RANCH LLC
PO BOX 1005
STEVENSVILLE MT 59870-1005

Property Tax Query TW Range SC Description
Sub/Blk/Lot VALHALLA RANCH / / 03 Geo 1764-13-2-01-22-0000 2-3
VALHALLA RANCH ESTATES LOT 3 1.515 AC

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	22	11/22/22	11/30/22	261.00	0.00	0.00	521.96
Paid	22	11/22/22	05/31/23	260.96	0.00	0.00	
Paid	21	11/08/21	11/30/21	260.54	0.00	0.00	521.04
Paid	21	11/08/21	05/31/22	260.50	0.00	0.00	
Paid	20	11/13/20	12/04/20	192.29	0.00	0.00	384.55
Paid	20	11/13/20	05/31/21	192.26	0.00	0.00	

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Ravalli County | Detail

Date: 03/22/23
Time: 12:28:32 pm

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 312240
Type: Real

Name and Address
249 VALHALLA RANCH LLC
PO BOX 1005
STEVENSVILLE MT 59870-1005

Property Print TW Range SC Description
03- VALHALLA RANCH ESTATES Geocode: 1764-13-2-01-22-0000 LOT 3
1.515 AC

Class Taxable/\$	Dist	Quantity	Market
42101 Tract Land 969.00	2-3	1.52	71,808.00
990051 SOIL & WATER CONSERVATION 969.00	51	0	0.00
990079 NORTH VALLEY LIBRARY (STEVI) 969.00	79	0	0.00
990279 NORTH VALLEY LIBRARY PERMISSIV 969.00	279	0	0.00
999302 2014 OPEN SPACE 969.00	RO14	0	0.00
999304 2020 OPEN SPACE 969.00	RO20	0	0.00
999305 2022 OPEN SPACE 969.00	RO22	0	0.00

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Ravalli County | Detail

Date: 03/22/23
Time: 12:28:48 pm

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 312240
Type: Real

Name and Address
249 VALHALLA RANCH LLC
PO BOX 1005
STEVENSVILLE MT 59870-1005

Taxes Due Query TW Range SC Description
Sub/Blk/Lot VALHALLA RANCH / / 03 VALHALLA RANCH ESTATES LOT 3
1.515 AC Geo: 1764-13-2-01-22-0000

District	Tax Date	Int Date	PD?	Tax Amt	Penalty	Interest
2-3 STEVI RURAL RFD	11/30/22	03/22/23	Y	249.20	0.00	0.00
279 NORTH VALLEY LIBRARY PERMISSIVE MEDICAL	11/30/22	03/22/23	Y	0.09	0.00	0.00
51 SOIL & WATER CONSERVATION	11/30/22	03/22/23	Y	0.93	0.00	0.00
79 NORTH VALLEY LIBRARY (STEVI)	11/30/22	03/22/23	Y	7.55	0.00	0.00
RO14 2014 OPEN SPACE	11/30/22	03/22/23	Y	0.80	0.00	0.00
RO20 2020 OPEN SPACE	11/30/22	03/22/23	Y	1.45	0.00	0.00
RO22 2022 OPEN SPACE	11/30/22	03/22/23	Y	0.98	0.00	0.00
2-3 STEVI RURAL RFD	05/31/23	03/22/23	Y	249.19	0.00	0.00
279 NORTH VALLEY LIBRARY PERMISSIVE MEDICAL	05/31/23	03/22/23	Y	0.09	0.00	0.00
51 SOIL & WATER CONSERVATION	05/31/23	03/22/23	Y	0.92	0.00	0.00
79 NORTH VALLEY LIBRARY (STEVI)	05/31/23	03/22/23	Y	7.55	0.00	0.00
RO14 2014 OPEN SPACE	05/31/23	03/22/23	Y	0.79	0.00	0.00
RO20 2020 OPEN SPACE	05/31/23	03/22/23	Y	1.44	0.00	0.00
RO22 2022 OPEN SPACE	05/31/23	03/22/23	Y	0.98	0.00	0.00
Totals for 22				521.96	0.00	0.00
Total Tax, Penalty and Interest				521.96		

PLAT OF VALHALLA RANCH ESTATES SUBDIVISION

TRACT C OF COS 532761
LOCATED IN THE NW 1/4 OF SECTION 13, T9N, R20W, P.M.M.
RAVALLI COUNTY, STATE OF MONTANA

LANDOWNER/DEVELOPER: VALHALLA RANCH ESTATES, LLC

AREA OF SUBDIVISION: 40.472 ACRES

LEGAL DESCRIPTION OF THE UNDEVELOPED PORTION OF THE PLANNED SUBDIVISION OF THIS SURVEY:
A TRACT OF LAND KNOWN AS TRACT C OF CERTIFICATE OF SURVEY NO. 329191, AS RECORDED ON THIS SURVEY,
RANGE 20 WEST 24N., TOWNSHIP 13N., RANGE 20 WEST 24N., COUNTY OF RAVALLI, MONTANA, CONTAINING 40.472 ACRES IN ALL,
SUBJECT TO THE ENCUMBRANCES SHOWN ON THIS PLAN AND ANY OTHER RECORDED OR UNRECORDED ENCUMBRANCES.

GENERAL NOTES:
1. THE PROPERTY SHOWN ON THIS SUBDIVISION OF SURVEY NO. 329191, AS RECORDED ON THIS SURVEY,
WAS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF RAVALLI COUNTY, MONTANA, ON JANUARY 11, 2021.
2. THE PROPERTY SHOWN ON THIS SUBDIVISION OF SURVEY NO. 329191, AS RECORDED ON THIS SURVEY,
WAS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF RAVALLI COUNTY, MONTANA, ON JANUARY 11, 2021.

ACKNOWLEDGMENT:
I, PAUL J. BERG, County Clerk of Ravalli County, Montana, do hereby certify that the foregoing plat was duly filed for record in the public records of this county on 06/18/19 at 1:10 P.M., and that the same is a true and correct copy of the original plat as the same was presented to me for record.



STATE OF MONTANA
COUNTY OF RAVALLI
I, PAUL J. BERG, County Clerk of Ravalli County, Montana, do hereby certify that the foregoing plat was duly filed for record in the public records of this county on 06/18/19 at 1:10 P.M., and that the same is a true and correct copy of the original plat as the same was presented to me for record.

CELEBRATION OF FINAL RESOLUTION:
I, PAUL J. BERG, County Clerk of Ravalli County, Montana, do hereby certify that the foregoing plat was duly filed for record in the public records of this county on 06/18/19 at 1:10 P.M., and that the same is a true and correct copy of the original plat as the same was presented to me for record.



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STATE OF MONTANA
COUNTY OF RAVALLI
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Base Line
Surveying & Mapping
908 Hwy 93 North, Yellowstone, Montana 59717
PHONE: (406) 338-2233 FAX: (406) 338-2234
WEBSITE: www.surveymapping.com
LOCATED IN THE NW 1/4 OF SECTION 13, T9N, R20W, P.M.M.
RAVALLI COUNTY, STATE OF MONTANA

Drawn by: P.J.B. Date: 6/18/19 Sheet # 1 of 1
Scale: 1"=80' Plat #:
COUNTY Page 1 of 1

BASE LINE SURVEYING & MAPPING
3505 N. CENTRAL AVE., SUITE 100
BOZEMAN, MONTANA 59705
PA 733 0502 NEW ABERNATHY, RD. 1/2 MI. S. OF
NEW ABERNATHY, MONTANA 59717
GARY L. BERG, REGISTERED PROFESSIONAL SURVEYOR
COS. 532 761



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.



Carianna M Newton

Deputy

Return to:
Lance Nelsen
2001 Lance Lane
Stevensville, MT 59870

**DECLARATION OF PROTECTIVE COVENANTS
FOR VALHALLA RANCH ESTATES**

KNOW ALL MEN BY THESE PRESENTS:

This Declaration is made this 30th day of May, 2019, by Valhalla Ranch Estates, LLC, whose post office address is 2001 Lance Lane, Stevensville, Montana, 59870, hereinafter referred to as "Declarant," who is the owner of certain real property referred to as the "Real Property" or "Valhalla Ranch Estates." The undersigned Owner holds legal title to the following described real property located in Ravalli County, Montana:

Valhalla Ranch Estates, a platted subdivision, located in Section 13, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana.

Owner does hereby declare that the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are intended to enhance and protect the value, desirability and attractiveness of the real property. These easements, restrictions, covenants, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the above-described property, or any part thereof, and shall endure to the benefit of each subsequent owner.

NOW, THEREFORE, Owner hereby sets forth the following covenants, conditions, and restrictions:

**ARTICLE I.
DEFINITIONS**

Section 1. "Properties" shall mean and refer to that certain real property described above.

Section 2. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Real Properties except for the common area and any dedicated roads.

Section 3. “Owner” shall mean and refer to the record equitable owner, whether one or more persons or entities, of any Lot which is part of the Properties, including buyers and sellers under a contract for deed but excluding those having an interest merely for the performance of an obligation.

Section 4. “Declarant” shall mean and refer to Lance Nelsen, its successors and assigns.

Section 5. “Declaration” shall mean and refer to this Declaration of Protective Covenants for the real property, and may be amended from time to time.

Section 6. “Architectural Control Committee” shall mean and refer to a committee comprised of individuals with the duties as is described in ARTICLE III, Section 3 of this Declaration.

Section 7. “Homeowners’ Association” (HOA) shall mean and refer to the Declarant and/or the Valhalla Ranch Estates Homeowners Association, Inc., as described in ARTICLE II.

Section 8. “Board of Directors” or “Board” shall mean and refer to the Board of Directors of the Homeowners’ Association, duly elected pursuant to the Bylaws of the Homeowners’ Association or appointed by Declarant as herein provided.

Section 9. “Bylaws” shall mean and refer to the Bylaws adopted by the Homeowners’ Association as amended from time to time.

Section 10. “Road” shall mean and refer to any interior road within Valhalla Ranch Estates and its improvements.

ARTICLE II. HOMEOWNERS ASSOCIATION

Section 1. Homeowners’ Association. The Declarant, after execution of this Declaration but before the sale of any Lots, shall incorporate in the State of Montana a nonprofit corporation to be named “Valhalla Ranch Estates Homeowners’ Association.” This association shall be incorporated for the purposes of exercising the powers described in this Declaration and those otherwise reasonable or necessary to carry out the functions of a homeowners’ association.

Section 2. Membership. Every person or entity who is an owner of any lot which is subject to the assessments by the Association shall be a member of the Association, as provided for in the Articles of Incorporation and Bylaws for the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a lot or lots. During any period in

which a Member shall be in default in the payment of any annual or special assessment levied by the Homeowners' Association, or if a Member is in violation of any rules and regulations established by the Board of Directors, the rights of a Member may be suspended, after notice and hearing, until back in full compliance.

Section 3. Voting. Members shall be entitled to vote for each lot in which they hold legal interest required for membership, as provided for in the Articles of Incorporation and Bylaws of the Association. In no event shall more than one vote be cast with respect to each lot within the Association.

Section 4. Procedures. The procedure concerning the meetings, voting quorums, membership rolls, and administration of the Homeowners' Association shall be established in its Articles of Incorporation and Bylaws.

Section 5. Assumption of Duties by Homeowners' Association. Until a Lot is sold by the Declarant, Declarant shall act as the Homeowners' Association. After the Declarant's sale of a Lot, the Homeowners' Association shall assume all duties set forth in this Declaration.

Section 6. Homeowners' Association Duties. Among its other duties set forth in this Declaration, the Homeowners' Association shall be responsible for the following:

- A. **Street Maintenance.** The HOA shall maintain the public streets within the real property, including snow plowing, sanding, cleaning, and repair as appropriate.
- B. **Covenant Enforcement.** The Homeowners' Association Board or any owner shall have the option and right to enforce, by any proceeding at law of in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provision of this Declaration. The method of enforcement may include proceeding to enjoin the violation, to recover damages, or both. Failure by any owner to enforce such provision shall in no event be deemed a waiver of the right to do so thereafter.
- C. **Irrigation Maintenance and Cost.** The HOA shall maintain the irrigation supply ditch and irrigation system delivering water to each of the various lots. Each individual homeowner shall be solely responsible for maintaining the individual lots' irrigation system from the lot boundary servicing each such lot.

Section 7. Assessments. The purpose of Assessments levied by the Homeowners' Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of Valhalla Ranch Estates, and for the administration and enforcement of the covenants and any Bylaws of the Homeowners' Association. Any such assessment may include, but is not limited to, such purposes as road maintenance and repair, snow removal, weed control,

and irrigation maintenance and repair. The initial annual assessment shall be Three Hundred Dollars (\$300.00) per year, due March 1st each year. This amount may be increased or decreased annually with affirmative majority vote of its members. No compensation for service shall be paid to the Architectural Control Committee. Reimbursement for actual costs incurred may be paid if deemed appropriate by the Board of Directors.

- A. Capital Improvement Assessments. The Homeowners' Association may levy in any year a special assessment for defraying in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. However, no assessment shall be levied which has not been approved by the affirmative vote of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such special assessment. No such assessment shall be established to cover a period more than five (5) years.
- B. Legal Reserve and Compliance Assessments. In addition to the assessments herein provided, the Board of Directors may levy an assessment for establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.
- C. Payment of Assessments. The assessments provide for herein shall be computed on a yearly basis, commencing on the 1st day of January each year and terminating on the 31st day of December of the same year. The assessments for any year shall become due and payable monthly, quarterly, annually, and/or in advance, at the discretion of the Board of Directors of the Homeowners' Association. The Board shall fix the amount of the assessment against each Lot for each assessment 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 assessments applicable thereto, which shall be kept on file and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The amount of the assessment which may be levied on any Lot shall be prorated in proportion to the total assessment for the entire year.
- D. Effect and Non-Payment of Assessment. If the assessments are not paid by midnight on the date when due, then such assessments shall become delinquent and shall, together with any interest thereon, become a continuing lien on the Lot, and its improvements, which lien shall run with the land. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law. The Homeowners' Association may bring an action at law against the Owner and/or Lot obligated to pay

the same, and there shall be added to the amount of such assessment their costs of collecting the same for foreclosing the lien thereof, including reasonable attorney's fees.

- E. Exempt Property. Bare lots on which no improvements have been, and which are not being irrigated, shall be exempt from all assessments created herein. Assessments shall be applied to a lot once any improvements are initiated on that lot or a lot owner begins irrigating the lot.

ARTICLE III. PROTECTIVE COVENANTS

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

Section 1. Land Use. All lots are to be known and described as residential Lots.

Section 2. Location of Building. Subject to the restrictions set forth in Section 4 below, no building, house, garage, appurtenance or outbuilding shall be constructed less than twenty feet (20') from the front, back and side property lines.

Section 3. Architectural Control Committee. An Architectural Control Committee will be formed to regulate all improvements within the development and to enhance esthetic harmony with the areas' natural beauty. Declarant has a vested interest in ensuring that the quality of the development in the area continue as planned. Accordingly, Declarant and one other person selected by Declarant shall constitute the initial Architectural Control Committee and shall perform the duties set forth herein. When the Declarant no longer holds an ownership interest in any Lot in Valhalla Ranch Estates covered by the Declaration, the Board of Directors will select from the existing Owners three (3) persons to serve on the Architectural Control Committee.

Section 4. Architectural and Planning Control. No major improvement, including any dwelling house, garage, structure, fence, wall, driveway or road, pipeline, or water well shall be erected, placed or altered on any Lot until the construction plans and specifications together with a site plan showing the location of the proposed exterior improvement(s) have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall consider the quality of workmanship and materials, harmony of design with existing and planned improvements, exterior color(s), height, and location with respect to topography and finish grade elevation. If no suit is commenced to require compliance with the Declaration within six (6) months of occupancy of a dwelling house, said dwelling house shall thereafter be deemed to follow this Declaration.

Section 5. Permits. No construction shall commence until a legal address is obtained.

Section 6. Access and Roadways. No part of any Lot shall be used to provide access to any adjacent land except through a legally approved easement. No roadway shall be used or constructed on any Lot for any purpose except for one driveway access to the dwelling house facilities thereon, except as otherwise approved by the Architectural Control Committee. Each such driveway shall be constructed of concrete or paved with asphalt from the roadway to the dwelling or garage. Any road access that obstructs the flow of water in road drainage ditches shall have an eight inch (8") or larger galvanized steel culvert with faded end sections to allow drainage of the water.

All driveways to residences and outbuildings shall be constructed of asphalt or concrete and shall be completed within twelve (12) months of the beginning of construction of a residence.

Section 7. Maintenance of Roadways. Snow removal, maintenance, and repair of the private roadway providing access to said properties shall be equally shared by Lot owners and shall be paid from the annual Association dues. The HOA Board of Directors will oversee the maintenance of the roadways. A lien may be placed upon any Lot not paying said portion of the road maintenance cost. Each Lot owner is responsible for keeping the roadway clean of garbage and of debris adjacent to their Lot. All Lot owners are responsible for the maintenance of all trees, lawn, and weeds along the roadway in front of their Lot. During the construction phase of the homes each owner shall protect the roadway and keep it clean and free of mud and debris daily.

Decisions to undertake any roadway maintenance is the responsibility of the landowners and shall be based on a majority vote (over 50%) of the members of the Homeowner's Association.

Roadway/common driveway maintenance includes dust control, snow removal, maintenance of stormwater drainage facilities, ordinary maintenance and reconstruction if necessary. Roadway maintenance shall also include on-street parking enforcement provisions, in accordance with on-street parking provided for in the roadway design, because failure to enforce on-street parking may result in the inability of emergency services providers to provide service to lots along this roadway(s).

The provisions in this road maintenance section shall remain in full force and effect unless and until either Ravalli County or the State of Montana agrees to maintain the roadways within the subdivision.

Section 8. Buildings. No Lot shall have more than one (1) dwelling house located upon it, which dwelling house must be constructed to comply with FHA minimum standards. No building shall be erected, altered, placed upon, or permitted to remain upon the Lots other than single family dwellings. All such dwellings shall have no less than one (1) attached double car garage. The area of such dwelling, exclusive of open porches and garages, shall be no less than FIFTEEN HUNDRED (1,500) SQUARE FEET. The minimum square footage requirements are as follows:

- A. Fifteen Hundred (1,500) square feet for a one-story house;
- B. Two story houses shall be a minimum twelve hundred (1,200) square feet on lower level and six hundred (600) square feet on the second level.
- C. All homes shall have a covered front porch with a minimum of 50 square feet.
- D. All homes shall have a garage large enough for at least two vehicles.
- E. All lots shall have a hard surface driveway (2-inch asphalt or 4-inch poured concrete) from the garage doors to the street.
- F. All residences must have at least three different rooflines.

For purposes of clarification, the term “two-story house” shall mean 2 floors above ground. All structures shall be of new construction. No dwelling houses shall be move upon any Lot, provided however, that two detached outbuildings shall be permitted upon Architectural Control Committee approval as to size, construction, color, harmony, and location upon any Lot. Construction of all buildings shall be of the same material as the home. Construction of any dwelling shall be completed within one (1) year after commencement of construction.

All structures shall be constructed of new materials except that suitable used materials, such as bricks or beams, may be utilized if not unsightly.

Section 9. Occupancy. No partially completed building shall be occupied prior to completion of the exterior of the dwelling house. No garage or outbuilding shall be occupied as a residence at any time, unless otherwise approved by the Architectural Control Committee. The exterior of a home, all paving, irrigation, landscaping and driveway shall be completed within one year from the date of the start of construction.

Section 10. Wells and Irrigation Pumps. All wells shall be grouted to a minimum depth of twenty-five feet (25’), drilled by a licensed well driller, and be used strictly for potable use only. All irrigation pumps are to be contained in an enclosed structure.

Section 11. Utilities. All utility lines for domestic service shall be underground, except for those already in existence overhead.

Section 12. Animals and Pets. No horses, cows, sheep, goats, or swine shall be permitted on any Lot. No other animals or fowl, domestic or wild, except a total combination of four (4) household pets and up to eight (8) chickens may be kept on any of the properties. All chickens must be kept in an appropriate pen. In no event may any animal(s) or fowl be raised, bred, or maintained for any commercial purposes. The raising, breeding, or maintenance of domestic animals or pets is permissible provided that no household shall have more than three (3) pets over six (6) months of age. All animals shall be kept within its owner's lot, unless under the immediate presence and control of its owner. Such animals shall not be permitted to become a nuisance or annoyance to the neighborhood. The natural and prior rights of wild game are recognized, and such animals shall not be hunted. The rights of the Lot owner for removal of necessary rodents are recognized and allowed.

Section 13. Vehicles. No inoperative or unsightly vehicles shall be parked or permitted to remain on a Lot unless enclosed in an Architectural Control Committee approved structure or garage. Repairing of vehicles shall not be allowed on streets of the Lots. However, two (2) vehicles can be kept in open space, but placed in the most reasonable aesthetic location for the good of the neighborhood and Lot owner. Motorcycle and ATV riding on Lots is prohibited.

Section 14. Maintenance. No trash, rubbish, debris, garbage, or unsightly items shall be accumulated or permitted to remain on any Lot. Materials from new construction, grasses, weeds, wood, and brush may be burned onsite with the proper permits and precautions. The entire Lot shall be maintained in a neat manner with grasses and landscaping maintained and noxious weeds eliminated.

Section 15. Garbage. All garbage shall be stored in contained of metal, plastic, or other suitable materials which shall prevent the escape of odors, and prevent entrance by pets or wildlife. Garbage shall be disposed of frequently.

Section 16. Sanitation. The owner of each Lot shall comply with all governing laws and regulations relating to water supply, sewage disposal, air pollution, and other sanitary requirements.

Section 17. Trailers, Mobile Homes, Modular Homes, and Campers. Absolutely no trailer house, mobile home, or double-wide mobile home shall be parked or permitted to remain on any Lot year-round. Travel trailers, unattached campers, boats, boat trailers, snowmobiles, snowmobile trailers, and all other similar vehicles and trailers may remain on the property provided they are not used as a primary place of residence. One trailer may be parked outside. All other travel trailers, campers, boats, boat trailers, and similar recreational vehicles must be stored in an enclosed building.

Section 18. Fences. All fencing needs to have approval from the Architectural Control Committee. Front yards shall have an open fence or no fence at all, to help maintain an open space feel for the subdivision.

Section 19. Landscaping. Landscaping shall be done at the time of the completion of the residence, and must be fully completed within six (6) months from the completion of construction. The owner shall seed and plant grass, shrubs, and trees. The owner shall be responsible for maintaining the aesthetics of the property in such a manner that it will enhance and protect the value, desirability and attractiveness of the property. All owners must maintain a minimum of 50% ground cover. No portion of the lot may be left as dirt, but instead must be landscaped or kept in native vegetation.

Section 20. Exterior Maintenance. Each Lot owner shall provide for exterior maintenance of the structure to include painting and reasonable repairs, maintaining lawns and grounds, and avoiding the accumulation of refuse or unsightly objects. If the owner shall fail or neglect to provide such exterior maintenance, the Architectural Control Committee shall notify the owner in writing specifying the failure and demanding that such violation be remedied within a period of thirty (30) days. If the owner fails or refuses to provide such exterior maintenance within the thirty (30) day period, the Architectural Control Committee may, at the Lot owner's expense, correct the deficiencies noted in the notice. If the Lot owner fails to pay such reasonable charges incurred by the Architectural Control Committee, the Committee may commence civil proceedings to collect such sum of money, together with court costs and reasonable attorney's fees. No entry upon any Lot by members of the Architectural Control Committee or its agents for purposes of complying with this section shall be deemed to be a trespass.

Section 21. Signs. No advertising signs or billboards shall be erected or placed upon any Lot, other than signs advertising a property for sale. The American Flag may be flown on the lots at any time if it is flown in a respectful manner.

Section 22. Color of Building. The exterior of all buildings (including the color of the roof, trim, and main structure) shall be painted or finished in natural, neutral, or earth tone colors approved by the Architectural Control Committee. Metal roofing and metal siding is permissible so long as approved by the Architectural Control Committee.

Section 23. Density. All lots shall be restricted from further subdividing.

Section 24. Noxious or Offense Activity. No noxious or offensive activity shall be carried on within the properties. Nor shall anything be done or placed within any lot or right-of-way which may be or become a nuisance, or cause an unreasonable embarrassment, disturbance or annoyance to other owners and their enjoyment of their respective properties.

Section 25. Noxious Weeds. All lot owners shall be responsible for minimization of noxious and other weeds on their property. In the event the owner shall neglect to provide such control of noxious weeds, the Association shall notify the owner, in writing, demanding that the problem be rectified within 30 days. In the event the problem is not addressed, the Association shall have the option of procuring services to correct the same, and may assess the lot owner the cost the Association incurs in remedying this problem.

Section 26. Easements. Easements are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, electricity, sewer, irrigation and any other similar utilities. Such easements shall be confined to the rear 10 feet of every lot and 10 feet along the side of every lot, as well along any street or road located within the Association.

Section 27. Businesses Prohibited. No business may operate within any building on any Property other than an in-home business that does not result in any increased traffic within the development. No business signs may be placed on the property, including in any windows of a residence or any outbuilding.

ARTICLE IV. IRRIGATION.

Irrigation for Lots 1-26 will be provided from the supply ditch with 150 shares of water, or 336 GPM. The point of delivery (“POD”) will be at the southeast corner of Lot 15. There will be a water meter and screen cleaner pump at that location. The irrigation system will supply “low head” gravity water to all 26 lots. Each lot will have a two-inch galvanized pipe with PVC caps stubbed up inside the lot property line.

The irrigation system shall be installed within 15-foot easements as depicted on the final plat. The repair and maintenance of the irrigation system will end at each homeowner’s property line. Repair and maintenance costs for the irrigation system shall be the responsibility of the Valhalla Ranch Estates Homeowners’ Association. All repair costs shall be born equally by the owners of Lots 1-26.

Each lot owner will provide a one and one-half to two horse power booster pumps for their own irrigation system. All 26 lots will irrigate on a rotation basis, three days on and three days off with a 24-hour day. Rotation for Lots 1-26 will be as follows: (1) Lots 7-19 first; then (2) Lots 1, 2, 3, 4, 5, 6, 20, 21, 22, 23, 24, 25 and 26. Each lot will have access to 25 GPM of irrigation water. Continuous flushing filters shall not be allowed.

No lot may cause any road or road right-of-way within the subdivision to be watered as a result of over sprinkling onto the roadway. If irrigation from a lot causes damage to the road or road right-of-way, that lot owner will be responsible for the repair of such damage, at that lot

owner's sole expense. The Homeowners' Association may take any such action the Board of Directors deems appropriate to enforce this repair obligation.

**ARTICLE V.
ANNEXATION**

The Declarant may, at any time, annex additional residential properties that border property within the jurisdiction of the Association so as to add to its membership. Once the Declarant no longer owns a lot within the Association, the Board of Directors may only agree to annex additional residential property that border property within the jurisdiction of the Association by unanimous vote of the members.

**ARTICLE VI.
COUNTY REQUIRED COVENANTS.**

Section 1. Control of Noxious Weeds. A weed control plan has been filed in conjunction with this subdivision. Lot owners shall control the growth of noxious weeds on their respective lot(s). Contact the Ravalli County Weed District for further information.

Section 2. Required Posting of County-Issued Addresses for Lots within this Subdivision. The Corvallis Rural Fire District has adopted the Fire Protection Standards, which require lot owners to post County-issued addresses at the intersection of the driveway leading to each residence and the road providing access to the lot as soon as construction on the residence begins.

Section 3. Access Requirements for Lots within this Subdivision. Stevensville Rural Fire District has adopted the Fire Protection Standards. All accesses, including driveways to residences over 150' in length, must have a minimum unobstructed travel surface width of 20' with 1' shoulders, a vertical clearance of 13'6", and an all-weather surface that can accommodate the weight of a fire truck. Please contact the Stevensville Rural Fire District for further information.

Section 4. Archaeological Resources. If any archaeological, historic, or paleontological sites are discovered during road, utility, or building construction, all work will cease, and the State Historic Preservation Office shall be contacted to determine if the find constitutes a cultural resource, and if any mitigation, or curation, is appropriate.

Section 5. Installation of Wood Stoves. If wood-burning stoves are to be used, lot owners shall install EPA-certified wood stoves to reduce air pollution. It is recommended that wood-burning stoves not be used as the primary heat source. More information is available at

<http://www.epa.gov/woodstoves/index.html>. The State of Montana offers an Alternative Energy Systems Credit for the cost of purchasing and installing a low-emission wood or biomass combustion device, such as a pellet or wood stove.

Section 6. Amendment. Written governing body approval shall be required for amendments to provisions of Article VI of these covenants which were required to be included as a condition of subdivision approval.

ARTICLE VII. GENERAL PROVISIONS.

Section 1. Modifications. An affirmative vote of 75% of the members of the Homeowners' Association is necessary to modify or amend any of the Protective Covenants set forth in this Declaration. So long as Declarant owns at least one lot within the Association, Declarant shall have the sole right to amend or modify the Protective Covenants set forth in this Declaration.

The covenants relating to road maintenance may not be amended to make the road maintenance obligations either less inclusive or less strict than as currently stated in Article III, Section 7.

Written governing body approval shall be required for amendments to provisions of Article VI of these covenants which were required to be included as a condition of subdivision approval.

Section 2. Term. These covenants are to run with the land and shall be binding on all parties and all person(s) claiming under them for a period of thirty (30) years from the date these covenants are recorded. After the thirty (30) year period, said Covenants may be changed in whole or in any part any time by an instrument in writing signed by a majority of the then owners of the Lots affected thereby, recorded in the office of the Clerk and Recorder of Ravalli County, Montana.

Section 3. Attorney's Fees and Costs. In the event any party employs an attorney to enforce the provisions of these Covenants and Restrictions, the successful party shall be entitled to reasonable attorney's fee, together with costs reasonably incurred and all costs of suit where applicable.

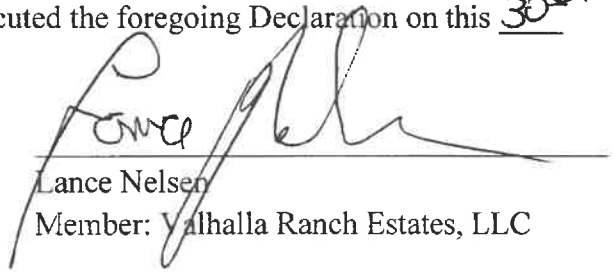
Section 4. Severability. Invalidation of any one of the Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**ARTICLE VIII.
LIABILITY OF THE DECLARANT**

The Declarant shall have no liability for any of its actions or failures to act, or for any actions or failures to act of the Homeowners' Association or any Owners of the Lots. The relationship between Declarant, the Homeowners' Association and the property Owners shall be deemed to be that of independent contractors, and not that of principle 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 obligation as the Declarant may expressly assume herein

ACKNOWLEDGEMENT

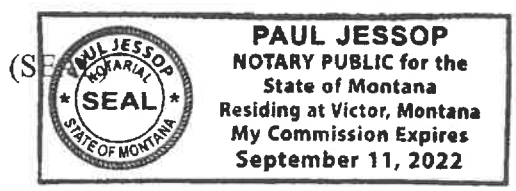
In witness whereof, the Declarant has executed the foregoing Declaration on this 30th day of May, 2019.


Lance Nelsen
Member: Valhalla Ranch Estates, LLC

STATE OF MONTANA)
) ss.
County of Ravalli)

On this 30th day of May, 2019, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Lance Nelsen, member of Valhalla Ranch Estates, LLC, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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





Return To:
Kevin S. Jones
Jones & Associates, PLLC
2625 Dearborn Ave., Ste. 102
Missoula, MT 59802

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR
VALHALLA RANCH ESTATES**

This Amendment to the Declaration of Protective Covenants for Valhalla Ranch Estates is made and entered into this 17 day of July, 2019.

RECITALS:

WHEREAS, the original Declaration of Protective Covenants for Valhalla Ranch Estates, dated ~~June 30~~ ^{July 11}, 2019, was recorded July 11, 2019, as Document No. 733081, records of the Ravalli County Clerk and Recorder; and

WHEREAS, the real property subject to the Protective Covenants for Valhalla Ranch Estates is described as Lots 1-26 of Valhalla Ranch Estates, in Ravalli County, Montana, according to the official recorded plat thereof; and

WHEREAS, Valhalla Ranch Estates, LLC was the Declarant on the original Declaration of Protective Covenants for Valhalla Ranch Estates; and

WHEREAS, Declarant continues to be a Member of the Association and still owns all of the lots within the Homeowner's Association; and

WHEREAS, Declarant has the sole right to amend the Covenants pursuant to Article VII, Section 1, so long as Declarant owns one or more lots within the Association.

AMENDMENT

The Declaration of Protective Covenants for Valhalla Ranch Estates are hereby amended as follows:

1. Article III, Section 2, is hereby amended as follows:

Section 2. Location of Building. Subject to the restrictions set forth in Section 4 below, no building, house, garage, appurtenance or outbuilding shall be

constructed less than twenty feet (20') from the front, back and side property lines. Lot 26 is exempt from this requirement, since the house and garage on Lot 26 pre-existed these Covenants.

2. Article III, Section 4, is hereby amended as follows:

Section 4. Architectural and Planning Control. No major improvement, including any dwelling house, garage, structure, fence, wall, driveway or road, pipeline, or water well shall be erected, placed or altered on any Lot until the construction plans and specifications together with a site plan showing the location of the proposed exterior improvement(s) have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall consider the quality of workmanship and materials, harmony of design with existing and planned improvements, exterior color(s), height, and location with respect to topography and finish grade elevation. If no suit is commenced to require compliance with the Declaration within six (6) months of occupancy of a dwelling house, said dwelling house shall thereafter be deemed to follow this Declaration. Lot 26 is exempt from this requirement, since the house and garage on Lot 26 pre-existed these Covenants.

3. Article III, Section 8, is hereby amended as follows:

Section 8. Buildings. No Lot shall have more than one (1) dwelling house located upon it, which dwelling house must be constructed to comply with FHA minimum standards. No building shall be erected, altered, placed upon, or permitted to remain upon the Lots other than single family dwellings. All such dwellings shall have no less than one (1) attached double car garage. The area of such dwelling, exclusive of open porches and garages, shall be no less than FIFTEEN HUNDRED (1,500) SQUARE FEET. The minimum square footage requirements are as follows:

- A. Fifteen Hundred (1,500) square feet for a one-story house;
- B. Two story houses shall be a minimum twelve hundred (1,200) square feet on lower level and six hundred (600) square feet on the second level.
- C. All homes shall have a covered front porch with a minimum of 50 square feet.
- D. All homes shall have a garage large enough for at least two vehicles.

- E. All lots shall have a hard surface driveway (2-inch asphalt or 4-inch poured concrete) from the garage doors to the street.
- F. All residences must have at least three different rooflines.

For purposes of clarification, the term "two-story house" shall mean two (2) floors above ground. All structures shall be of new construction. No dwelling houses shall be move upon any Lot, provided however, that two detached outbuildings shall be permitted upon Architectural Control Committee approval as to size, construction, color, harmony, and location upon any Lot. Construction of any dwelling shall be completed within one (1) year after commencement of construction.

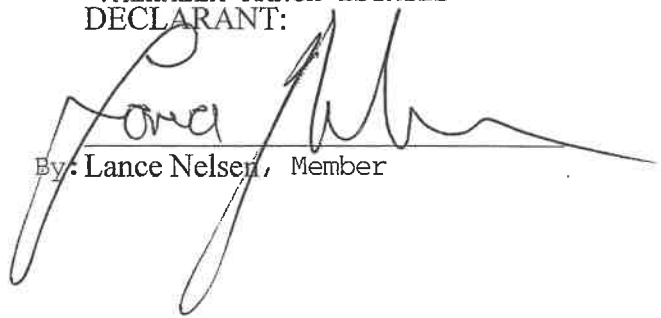
All structures shall be constructed of new materials except that suitable used materials, such as bricks or beams, may be utilized if not unsightly.

Lot 26 is exempt from these requirements, since the house and garage on Lot 26 pre-existed these Covenants.

- 4. Except as amended herein, all remaining Covenants, Conditions and Restrictions as stated in original Declaration of Protective Covenants for Valhalla Ranch Estates shall apply to Lot 26. At such time as the house and garage currently constructed on Lot 26 are removed, any new construction of a residence and garage on the property must fully comply with the Declaration of Protective Covenants for Valhalla Ranch Estates. Any additional construction on Lot 26 also must comply with the Declaration of Protective Covenants for Valhalla Ranch Estates.
- 5. Except as modified herein, the original Declaration of Protective Covenants for Valhalla Ranch Estates shall remain in full force and effect.

DATED this 17 day of July, 2019.

VALHALLA RANCH ESTATES
DECLARANT:


By: Lance Nelsen, Member

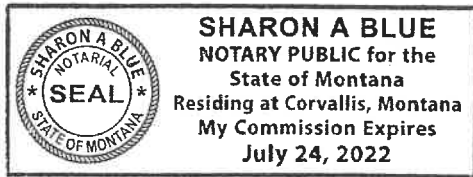
STATE OF MONTANA)
County of Corvallis) ss.

On this 17 day of July, 2019, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Lance Nelsen,* known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
*on behalf of Valhalla Ranch Estates

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

(SEAL)

Sharon A. Blue





Carianna M Newton

Return To:
Kevin S. Jones
Jones & Associates, PLLC
2625 Dearborn Ave., Ste. 102
Missoula, MT 59802

**SECOND AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR VALHALLA RANCH ESTATES**

This Second Amendment to the Declaration of Protective Covenants for Valhalla Ranch Estates is made and entered into this 1 day of Aug, 2019.

RECITALS:

WHEREAS, the original Declaration of Protective Covenants for Valhalla Ranch Estates, dated May 30, 2019, was recorded July 11, 2019, as Document No. 733081, records of the Ravalli County Clerk and Recorder; and

WHEREAS, an Amendment to the Declaration of Protective Covenants for Valhalla Ranch Estates, dated July 17, 2019, was recorded July 26, 2019, as Document No. 733668, records of the Ravalli County Clerk and Recorder; and

WHEREAS, the real property subject to the Protective Covenants for Valhalla Ranch Estates is described as Lots 1-26 of Valhalla Ranch Estates, in Ravalli County, Montana, according to the official recorded plat thereof; and

WHEREAS, Valhalla Ranch Estates, LLC was the Declarant on the original Declaration of Protective Covenants for Valhalla Ranch Estates; and

WHEREAS, Declarant continues to be a Member of the Association and still owns all of the lots within the Homeowner's Association; and

WHEREAS, Declarant has the sole right to amend the Covenants pursuant to Article VII, Section 1, so long as Declarant owns one or more lots within the Association.

AMENDMENT

The Declaration of Protective Covenants for Valhalla Ranch Estates are hereby amended as follows:

1. Article III, Section 10, is hereby amended as follows:

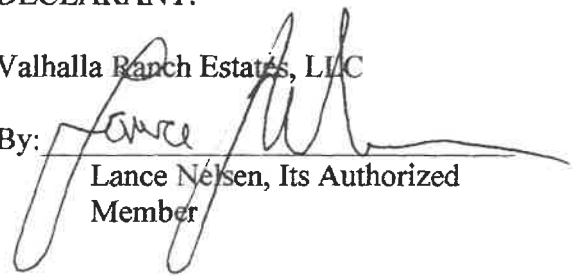
Section 10. Wells and Irrigation Pumps. All wells shall be drilled by a licensed well driller and shall be used strictly for potable use only. All wells shall comply in all respects with Montana law and shall be of a quality consistent with residential use in Montana. All irrigation pumps are to be contained in an enclosed structure.

2. Except as modified herein, the terms contained in the original Declaration of Protective Covenants for Valhalla Ranch Estates and the Amendment to the Declaration of Protective Covenants for Valhalla Ranch Estates shall remain in full force and effect.

DATED this 1 day of Aug., 2019.

DECLARANT:

Valhalla Ranch Estates, LLC

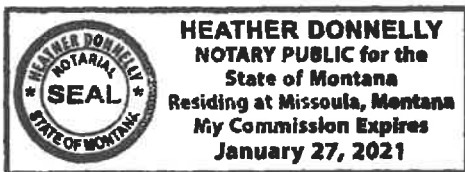
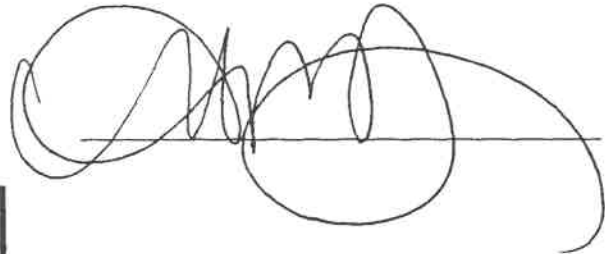
By: 
Lance Nelsen, Its Authorized Member

STATE OF MONTANA)
) ss.
County of RAVALLI)

On this 1ST day of AUGUST, 2019, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Lance Nelsen, known to me to be the Authorized Member of Valhalla Ranch Estates, LLC, and acknowledged to me that he executed the same.

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

(SEAL)





Deputy

Return to:
Lance Nelsen/Declarant
Valhalla Ranch Estates
2001 Lance lane
Stevensville, Mt. 59870

**THIRD AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR VALHALLA RANCH ESTATES**

This Third Amendment to the Declaration of Protective Covenants fro Valhalla Ranch Estates is made and entered into this 1st day of November, 2019.

RECITALS

WHEREAS, the original Declaration of Protective Covenants for Valhalla Ranch Estates date May 30 2019, was recorded July 11, 2019, as Document No. 733081, records of the Ravalli County Clerk and Recorder; and

WHEREAS, an Amendment to the Declaration of Protective Covenants for Valhalla Ranch Estates, dated July 17, 2019, was recorded July 26, 2019, as document No. 733668, records of the Ravalli County Clerk and Recorder; and

WHEREAS, the Second Amendment to the Declaration of Protective Covenants for Valhalla Ranch Estates, dated August 1, 2019, was recorded August 2, 2019 as document No. 733905 records of the Ravalli County Clerk and Recorder; and

WHEREAS, the real property subject to the Protective Covenants for Valhalla Ranch Estates is described as Lots 1-26 of Valhalla Ranch Estates, in Ravalli County, Montana, according to the official recorded plat thereof; and

WHEREAS, Valhalla Ranch Estates, LLC was the Declarant on the Original Declaration of Protective Covenants for Valhalla Ranch Estates; and

WHEREAS, Declarant continues to be a Member of the Association and still owns lots within the Homeowner's Association; and

WHEREAS, Declarant has the sole right to to amend the Covenants pursuant to Article VII, Section 1, as long as Declarant owns one or more lots within the Association.

AMENDMENT

The Declaration of Protective Covenants for Valhalla Ranch Estates are hereby amended as follows:

1. Article III, Section 28 is hereby added to the Protective Covenants of the Valhalla Ranch Estates, as follows;

Section 28. Propane Tanks. All Propane tanks must be Landscaped with trees or shrubs, to disguise the tank, for the aesthetics of the property and that it will enhance and protect the desirability and attractiveness of the property. Propane tanks may also be buried.

2. Except as modified herein, the original Declaration of Protective Covenants for Valhalla Ranch Estates shall remain in full force and effect.

DATED this 1 day of November, 2019

DECLARANT:

Valhalla Ranch Estates , LLC

By: Karen Nelsen
Karen Nelsen , Its Authorized Member

STATE OF MONTANA)
) ss.
COUNTY OF Paralli)

On this 1 day of November, 2019, before me , the undersigned, a Notary Public for the State of Montana, personally appeared Karen Nelsen, known to me to be the Authorized Member of Valhalla Ranch Estates, LLC, and Acknowledged to me that she executed the same.

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

(SEAL)

Sharon A. Blue





Carianna M Newton

Deputy

Return to: Valhalla Ranch Estates, LLC
2001 Lance Lane
Stevensville, MT 59870

IRRIGATION EASEMENT AGREEMENT

This agreement is made this 30th day of May, 2019, by **Valhalla Ranch Estates, LLC**, herein referred to as "Developer", whose post office address is 2001 Lance Lane, Stevensville, MT 59870.

WITNESSETH:

Whereas, the Developer is the owner of the following described property in Ravalli County, Montana:

- Lots 1 – 26 of Valhalla Ranch Estates, Ravalli County, Montana.

Whereas, the Developer has installed an irrigation water delivery system to provide irrigation water to said lots and desires to provide the future owners of said lots with easements to access and maintain said irrigation water delivery system.

Therefore,

1. Developer hereby creates easements for an irrigation water delivery system over the Developer's property, as depicted on the plat of Valhalla Ranch Estates.
2. Said easements shall allow for unobstructed use and maintenance of the irrigation system that is necessary to convey water to the property described above, consistent with historic and legal rights.
3. These easements shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

Return to: Valhalla Ranch Estates, LLC
2001 Lance Lane
Stevensville, MT 59870

VALHALLA RANCH ESTATES

NOTIFICATIONS TO FUTURE PROPERTY OWNERS

Valhalla Ranch Estates, LLC, owners of the Valhalla Ranch Estates subdivision, hereby notify present and future owners of parcels in said subdivision, that the following exist within this subdivision:

Notification of Proximity to Agricultural Operations. This subdivision is located near existing agricultural activities. Some may find agricultural operations objectionable and dangerous.

Notification of Irrigation Facilities and Easements. Within this subdivision, there are irrigation easements, as shown on the final plat. All downstream water right holders have the right to maintain and repair their irrigation facilities, whenever necessary, to keep them in good condition. Activities associated with the maintenance of irrigation facilities may include the operation of heavy equipment, the occasional burning of ditch vegetation, and the use of herbicides. Downstream water right holders must approve any relocation or alteration (e.g. installation of a culvert) of irrigation ditches/pipelines. Any act that damages or destroys an irrigation ditch/pipeline, interferes with its operation or maintenance in any way, or restricts access to the ditch/pipeline so as to interfere with its maintenance, including but not limited to the placement of structures or the planting of vegetation other than grass, is expressly prohibited.

Notification of Roadway Maintenance Agreement. The interior roads within this subdivision are not maintained by Ravalli County, the State of Montana, or any other governmental entity. Neither the County, nor the State, assumes any liability for lacking or improper maintenance. A Roadway Maintenance Agreement was filed with this subdivision, and outlines which parties are responsible for maintenance, and under what conditions.

Notification of Stormwater Drainage Facilities. Within this subdivision, there are stormwater drainage facilities intended to capture and channel stormwater runoff. No structures may be placed within these facilities that are not needed for stormwater management.

Notification of Open Burning Season. Landowners must follow open burning rules, established by MDEQ. Prior to burning, call the MDEQ ventilation hotline at 1-800-

225-6779. The only material that can legally be burned is wood waste from trees, shrubs, and plants originating on the property, and clean, untreated wood generated on the property. You can review Montana open burning laws at <http://deg.mt.gov/dir/legal/Chapters/CH08-06.pdf>. Specific information regarding the Ravalli County Burn Permit procedures is available at <http://ravalli.us/501/Burning-Permits>.

Notification Regarding Lighting for New Construction. To promote public health and safety, reduce energy consumption, and reduce impacts to nocturnal wildlife, full cut-off lighting is recommended for any new construction within this subdivision. A full cut-off fixture means a fixture, as installed, that is designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane through the lowest point on the fixture where light is emitted. The source of light should be fully shielded on the top and sides, so as not to emit light upwards or sideways, but only allowing light to shine down towards the subject that is to be lighted. For more information, visit www.darksky.org.

Notification of Living with Wildlife. Owners and/or renters of lots in this residential subdivision (hereafter, "residents") must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, livestock feed, and other potential attractants. Residents must be aware of potential problems associated with the presence of wildlife such as deer, black bear, coyote, fox, raccoon, skunk, wild turkey, magpie, and other species. Please contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, MT 59804) for brochures that can help owners "live with wildlife." Alternatively, see FWP's web site at <http://fwp.mt.gov>.

The following covenants are designed to help minimize problems that residents could have with wildlife, as well as helping residents protect themselves, their property, and the wildlife that Montanans value.


- a. Residents must be aware of the potential for vegetation damage by wildlife, particularly from deer feeding on landscaping such as green lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Residents should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. Also, consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.
- b. Gardens, fruit trees or orchards can attract wildlife, such as bear and deer. Keep produce and fruit picked and off the ground, because ripe or rotting fruit or organic material can attract bears, skunks, and other wildlife. To help keep wildlife, such as deer, out of gardens, fences should be 8 feet or taller. The top rail should be made of something other than wire to prevent wildlife from entanglement. Netting over gardens can help deter birds from eating berries. To keep wildlife, such as bears, out of gardens, and/or away from fruit trees, use properly constructed

electric fences, and maintain these constantly. (Contact FWP for information on "all-species electric fencing" designed to exclude wildlife from gardens and/or home areas.)

- c. Garbage should be stored in secure animal-resistant containers, or indoors to avoid attracting wildlife, such as raccoon and black bear. If stored indoors, it is best not to set garbage cans out until the morning of garbage pickup; bring cans back indoors by the end of the day.
- d. Do not feed wildlife or offer supplements (such as salt blocks), attractants, or bait for deer, wild turkey or other wildlife, including during the winter. Feeding wildlife results in unnatural concentrations of animals that could lead to overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (§ 87-3-130, MCA) to purposely or knowingly attract any ungulates (deer, elk, etc.), bears, or mountain lions with supplemental food attractants (any food, garbage, or other attractant for game animals) or to provide supplemental feed attractants in a manner that results in "an artificial concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety." Also, residents must be aware that deer and wild turkey can attract mountain lions to an area.
- e. Bears can be attracted to food smells associated with outdoor food storage; therefore, freezers and refrigerators should not be placed outdoors on porches or in open garages or buildings. If a freezer/refrigerator must be located outdoors, attempt to secure it against potential bear entry by using a stout chain and padlock around the girth of the freezer.
- f. Birdseed in bird feeders attracts bears. If used, bird feeders should: a) be suspended a minimum of 20 feet above ground level, b) be at least 4 feet from any support poles or points, and c) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.
- g. Pets must be kept indoors, in a fenced yard, or in an outdoor kennel area when not under the immediate control of the owner, and not be allowed to roam as they can chase and/or kill big game and small birds and mammals. Keeping pets confined also helps protect them from predatory wildlife. Under current state law, it is illegal for dogs to chase hooved game animals, and the owner may be held guilty (§ 87-3-124, MCA).
- h. Pet food and livestock feed should be stored indoors, in closed sheds, or in bear-resistant containers, in order to avoid attracting wildlife, such as bears, mountain lions, skunks, and raccoons. When feeding pets and livestock, do not leave food out overnight. Consider feeding pets indoors, so that wild animals do not learn to associate food with your property.

- i. Barbecue grills should be stored indoors. Keep all portions of the barbecues clean. Food spills and smells on and near the grill can attract bears and other wildlife. (Due to the potential hazard of fire and explosion, propane cylinders for gas-fueled grills should be disconnected and kept outdoors. Under no circumstances should propane cylinders be stored indoors.)
- j. Consider boundary fencing that is no higher than 3-1/2 feet (at the top rail or wire) and no lower than 18 inches (at the bottom rail or wire) in order to facilitate wildlife movement. Contact FWP for information, and/or a brochure, on building fences with wildlife in mind.
- k. Compost piles can attract skunks and bears. If used, they should be kept in wildlife-resistant containers or structures. Compost piles should be limited to grass, leaves, and garden clippings, and piles should be turned regularly. Adding lime can reduce smells and help decomposition. Do not add food scraps. (Due to the potential fire hazard associated with decomposition of organic materials, compost piles should be kept at least 10 feet from structures.)
- l. Apiaries (bee hives) could attract bears in this area. (If used, consult Montana Fish, Wildlife & Parks or the U.S. Fish & Wildlife Service for help in planning and constructing an apiary system that will help deter bears.)
- m. These "living with wildlife" covenants cannot be altered or eliminated without the concurrence of the governing body (County Commissioners).

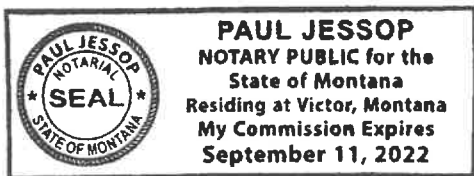
These Notifications to Future Property Owners shall be recorded with the Plat of the J-5 Minor Subdivision



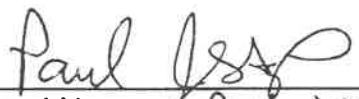
 Valhalla Ranch Estates, LLC
 By: Lance Nelsen, member

STATE OF Montana)
) ss.
 County of Ravalli)

This instrument was acknowledged before me on the 30th day of May, 2019, by Lance Nelsen, member of Valhalla Ranch Estates, LLC.



(NOTARIAL SEAL)



 Printed Name: Paul Jessop
 Notary Public for the State of MT
 Residing at Victor, MT
 My commission expires 9-11-22

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.