

Betty J Sund CLERK AND RECORDER BY: GL McChristian FEE: \$12.00

ANTIGONE ACRES HOMEOWNERS ASSOCIATION, RAVALLI COUNTY, MONTANA
Also covenants on RESTRICTIVE COVENANTS Book # 173 297489
original June 14, 1974 Plat pg 950 Nov. 21, 1985

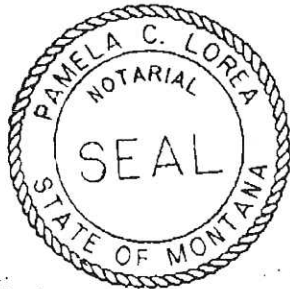
1. No trailers, mobile homes, or modular homes may be used as a dwelling or parked on any lot for any reason excepting camp type trailers which may be stored in a neat and orderly fashion.
2. No more than one dwelling shall be erected on any one lot.
3. No lot may be subdivided in any manner, and no lot shall be broken up by sale of a portion or portions thereof. This paragraph shall not prohibit joint or common ownership of any lot.
4. No basement without a superstructure, shack, garage, barn or other out-buildings shall be used as a residence and the exterior of all buildings must be completed including siding, within 18 months from start of construction.
5. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
6. No junk or inoperable cars or trucks shall be kept on any lot unless they are kept within a garage or shop and out of public view.
7. All lots shall be used strictly for residential purposes and no business, trade or manufacture of any sort or nature shall be conducted thereon; no farming or ranching pursuits shall be conducted on a commercial basis; and no noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. Easements for existing ditches and rights-of-way are reserved.
9. Buildings on lots shall not be located nearer than 15 feet from roadways or nearer than five feet from any adjoining property line.
10. No dwelling shall be constructed on any lot or lots which has ground floor area of the main structure which is less than twelve hundred square feet exclusive of porches, patios and attached garages.
11. No old building whether intended for use in whole or in part as a residential structure, garage or other out-building, shall be moved upon said premises.
12. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the minimum requirements, standards and recommendations of the State Department of Health.

Antigone Acres Homeowners Assoc PG. 4 Box 4 Mammoth

- 13. Wells drilled by individual residents may be used for irrigation purposes. Plumbing for these systems will not be connected to the community water distribution system.
- 14. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 10 years from the date these covenants are recorded at which time said covenants shall automatically extend for an additional period of 10 years unless by vote of a majority of the then owners of the property included, it is agreed to change the same in whole or in part.

Amended March 7, 2000. Supersedes covenants files November 22, 1985

(Notarial Seal)



Steve Bliley
President

Heather H. H. H.
Secretary

SUBSCRIBED AND SWORN before me this 21st day of March, 2000.

Pamela C. Lorea
Notary Public for State of Montana
Residing at Hamilton, Montana
My commission expires 10/3/2000.

Nedra P. Taylor

CLERK AND RECORDER BY

Regina Wilson

FEE: \$62.00

After Recording Return To:
Tom Schmit
308 Thebian Lane
Hamilton, Montana 59840

FOURTH AMENDED RESTRICTIVE COVENANTS FOR ANTIGONE ACRES

We, a majority of the owners in Antigone Acres Subdivision, a platted subdivision in Ravalli County, State of Montana, hereby amend and modify the Restrictive Covenants for Antigone Acres, pursuant to and in accordance with paragraph 13 of the original Restrictive Covenants set forth on the face of the recorded plat, Certificate of Survey No. 205113, and pursuant to and in accordance with paragraph 13 of the first amended Restrictive Covenants for Antigone Acres dated November 22, 1985, and recorded November 22, 1985, as Instrument No. 297489, Book 173, Page 950, and pursuant to and in accordance with paragraph 14 of the second amended Restrictive Covenants for Antigone Acres, dated March 7, 2000 and recorded on May 26, 2000, as Instrument No. 465817, do hereby amend and modify the Restrictive Covenants for Antigone Acres as follows:

RESTRICTIVE COVENANTS

1. For purposes of these Restrictive Covenants, the term "lot" shall mean and include any portion, piece, share, quantity, parcel or part of property located within the boundaries of Antigone Acres Subdivision having fixed boundaries, the ownership of which is transferrable and which is depicted on the final recorded plat for Antigone Acres, Certificate of Survey No. 205113, whether identified on said plat as a "lot" or not, including, but not limited to, the one foot (1') reserve strip depicted on the south and west side of Thebian Lane.

2. The lots numbered 1 through 35 on the plat for Antigone Acres Subdivision, and the lots identified on the plat as "park" or "parks," may not be crossed or used for road purposes for access to any other lot in Antigone Acres Subdivision or for access to property adjoining or adjacent Antigone Acres Subdivision which is located outside of the depicted boundaries of Antigone Acres Subdivision. This restriction shall not and does not apply to the one foot (1') reserve strip depicted on the south and west side of Thebian Lane.

3. It is expressly agreed and understood that the one foot (1') reserve strip depicted on the south and west side of Thebian Lane was not dedicated to the public as an easement for any purpose or for the use of the public in any manner and that said one foot (1') reserve strip is located within the boundaries of and is a part of Antigone Acres Subdivision.

4. No trailers, mobile homes, or modular homes may be used as a dwelling or parked on any lot for any reason excepting camp type trailers which may be stored in a neat and orderly fashion.

5. No more than one dwelling shall be erected on any one lot.

6. No lot, including, but not limited to, the one foot (1') reserve strip depicted on the south and west side of Thebian Lane, may be subdivided in any manner, and no lot, including, but not limited to, the one foot (1') reserve strip depicted on the south and west side of Thebian Lane, shall be broken up by sale of a portion or portions thereof. This paragraph shall not prohibit joint or common ownership of any lot.

7. No basement without superstructure, shack, garage, barn or other out-buildings shall be used as a residence and the exterior of all buildings must be completed including siding, within 18 months from start of construction.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No junk or inoperable cars or trucks shall be kept on any lot unless they are kept within a garage or shop and out of public view.

10. All lots shall be used strictly for residential purposes and no business, trade or manufacture of any sort or nature shall be conducted thereon; no farming or ranching pursuits shall be conducted on a commercial basis; and no noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. Easements for existing ditches and rights-of-way are reserved.

12. Buildings on lots shall not be located nearer than 15 feet from roadways or nearer than five feet from any adjoining property line.

13. No dwelling shall be constructed on any lot or lots which has ground floor area of the main structure which is less than twelve hundred square feet exclusive of porches, patios and attached garages.

14. No old building whether intended for use in whole or in part as a residential structure, garage other out-building, shall be moved upon said premises.

15. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the minimum requirements, standards and recommendations of the State Department of Health.

16. Wells drilled by individual residents may be used for irrigation purposes. Plumbing for these systems shall not be connected to the community water distribution system.

17. The owners in Antigone Acres Subdivision intend that these Restrictive Covenants be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of these Restrictive Covenants is deemed unenforceable by a Court of competent jurisdiction, the remainder of these Restrictive Covenants shall not be impaired and may be enforced in accordance with applicable law.

18. These Restrictive covenants are to run with the land and shall be binding on all parties claiming under them in perpetuity. These Restrictive Covenants may be amended, modified or repealed by vote of a majority of the then owners of the property in Antigone Acres Subdivision.

19. This document, Fourth Amended Restrictive Covenants for Antigone Acres, supersedes and replaces the Third Amended Restrictive Covenants dated May 6, 2005, and recorded 6 May, 2005, as Instrument No. 552998.

Dated this 29 day of July, 2005.

Antigone Acres Homeowners Association

By: [Signature]
President

By: [Signature]
Secretary

STATE OF MONTANA)
County of ~~Missoula~~ Ravalli) ss.

ACKNOWLEDGED before me by Leland K. Yockey as President and Melanie J. Annis as Secretary of Antigone Acres Homeowners Association, this 29th day of July, 2005. Shaffer



Notary Public for the State of Montana
Residing at: Hamilton
My commission expires: 6-15-2008



Voting Owners

	Name (Print and Sign)	Address
1	<u>Thomas Schmitz Marie Antojali</u>	<u>308 Thebian Ln</u>
	<u>TK & A, Marie Antojali</u>	<u>Hamilton, MT 59840</u>
2	<u>Wlad. m. Clark Nancy Clark</u>	<u>229 Antigone</u>
	<u>Slyvia M. Plant Nancy Clark</u>	<u>HAMILTON MT- 59840</u>
3	<u>Jeanette Pliley</u>	<u>231 Antigone Dr.</u>
	<u>Jeanette Pliley</u>	<u>Hamilton, MT</u>
4	<u>Steve Pliley</u>	<u>231 Antigone Dr.</u>
	<u>Steve Pliley</u>	<u>Hamilton, MT.</u>
5	<u>Donna Steffensen</u>	<u>227 Antigone Dr.</u>
	<u>Donna Steffensen</u>	<u>HAMILTON, MT 59840</u>
6	<u>Howard C Greenwood</u>	<u>JOAN N. GREENWOOD 306 Thebian Ln</u>
	<u>Howard C Greenwood</u>	<u>Joan Greenwood Hamilton, MT</u>
7	<u>CHRISTINE CARPENTER BUNCHBORN</u>	<u>217 Antigone Dr</u>
	<u>Christine Carpenter Blackburn</u>	<u>Hamilton MT 59840</u>

- 8 CHRISTINA M. STOFFER Melanie J. Stoffer 250 Antigone Drive
Christina M. Stoffer Melanie J. Stoffer Hamilton, Montana 59840
- 9 ZONA F. FUCHS, EDWARD A. FUCHS 257 Antigone Dr.
Zona F. Fuchs Edward A. Fuchs Hamilton, MT 59840
- 10 Deborah L. Hall Les M. Hall 255 Antigone Dr.
Deborah L. Hall Les M. Hall Hamilton, MT 59840
- 11 HEATHER D. TAYLOR, CHARLES TAYLOR 225 Antigone Dr.
Heather D. Taylor Charles Taylor Hamilton, MT 59840
- 12 James R. Wheatley Peggy S. Wheatley 226 Antigone Dr.
James R. Wheatley Peggy S. Wheatley Hamilton, MT 59840
- 13 Patricia A. Hawks 228 Antigone Dr.
Patricia A. Hawks Hamilton, MT 59840
- 14 ROBIN L. CLUTE 236 Antigone Dr.
Robin L. Clute Hamilton, MT 59840
- 15 Scott Raveling Barb Raveling 246 Antigone
Scott Raveling Barb Raveling Hamilton, MT 59840
- 16 Helen McKillop 230 ANTIGONE DR
Helen McKillop HAMILTON, MT 59840
- 17 CHARLOTTE E COOK 304 Thelma Lane
Charlotte E. Cook Hamilton, MT 59840
- 18 Liz King-Herschell King 253 Antigone Dr.
Elizabeth King Nugent King Hamilton, MT 59840
- 19 Leola B. York Judith York 310 Thelma Lane
Leola B. York Judith York Hamilton, MT 59840
- 20 CHRISTIAN FRANK NANCY FRANK 209 ANTIGONE DR
Christian Frank Nancy Frank HAMILTON, MT 59840

- 21 ~~Leland Yockey Judith Yockey 12 Antigone Acres~~
~~Leland Yockey Judith Yockey "~~
- 22 Roxane Hunt Terry Hunt 248 Antigone Dr.
Gorham Hunt Terry Hunt Hamilton, Mt.
- 23 _____
- 24 _____
- 25 _____
- 26 _____
- 27 _____
- 28 _____
- 29 _____
- 30 _____
- 31 _____
- 32 _____

Debra P. Taylor

CLERK AND RECORDER BY: *Almchristian*

FEE: \$62.00

After Recording Return To:
Tom Schmit
308 Thebian Lane
Hamilton, Montana 59840

FIFTH AMENDED RESTRICTIVE COVENANTS FOR ANTIGONE ACRES

We, a majority of the owners in Antigone Acres Subdivision, a platted subdivision in Ravalli County, State of Montana, hereby amend and modify the Restrictive Covenants for Antigone Acres, pursuant to and in accordance with paragraph 13 of the original Restrictive Covenants set forth on the face of the recorded plat, Certificate of Survey No. 205113, and pursuant to and in accordance with paragraph 13 of the first amended Restrictive Covenants for Antigone Acres dated November 22, 1985, and recorded November 22, 1985, as Instrument No. 297489, Book 173, Page 950, and pursuant to and in accordance with paragraph 14 of the second amended Restrictive Covenants for Antigone Acres, dated March 7, 2000 and recorded on May 26, 2000, as Instrument No. 465817, do hereby amend and modify the Restrictive Covenants for Antigone Acres as follows:

RESTRICTIVE COVENANTS

1. For purposes of these Restrictive Covenants, the term "lot" shall mean and include any portion, piece, share, quantity, parcel or part of property located within the boundaries of Antigone Acres Subdivision having fixed boundaries, the ownership of which is transferrable and which is depicted on the final recorded plat for Antigone Acres, Certificate of Survey No. 205113, whether identified on said plat as a "lot" or not, including, but not limited to, the one foot (1') reserve strip depicted on the south and west side of Thebian Lane.

2. The lots numbered 1 through 35 on the plat for Antigone Acres Subdivision, and the lots identified on the plat as "park" or "parks," may not be crossed or used for road purposes for access to any other lot in Antigone Acres Subdivision or for access to property adjoining or adjacent Antigone Acres Subdivision which is located outside of the depicted boundaries of Antigone Acres Subdivision. This restriction shall not and does not apply to the one foot (1') reserve strip depicted on the south and west side of Thebian Lane.

3. No trailers, mobile homes, or modular homes may be used as a dwelling or parked on any lot for any reason excepting camp type trailers which may be stored in a neat and orderly fashion.
4. No more than one dwelling shall be erected on any one lot.
5. No lot, including, but not limited to, the one foot (1') reserve strip depicted on the south and west side of Thebian Lane, may be subdivided in any manner, and no lot, including, but not limited to, the one foot (1') reserve strip depicted on the south and west side of Thebian Lane, shall be broken up by sale of a portion or portions thereof. This paragraph shall not prohibit joint or common ownership of any lot.
6. No basement without superstructure, shack, garage, barn or other out-buildings shall be used as a residence and the exterior of all buildings must be completed including siding, within 18 months from start of construction.
7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. No junk or inoperable cars or trucks shall be kept on any lot unless they are kept within a garage or shop and out of public view.
9. All lots shall be used strictly for residential purposes and no business, trade or manufacture of any sort or nature shall be conducted thereon; no farming or ranching pursuits shall be conducted on a commercial basis; and no noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. Easements for existing ditches and rights-of-way are reserved.
11. Buildings on lots shall not be located nearer than 15 feet from roadways or nearer than five feet from any adjoining property line.
12. No dwelling shall be constructed on any lot or lots which has ground floor area of the main structure which is less than twelve hundred square feet exclusive of porches, patios and attached garages.
13. No old building whether intended for use in whole or in part as a residential structure, garage other out-building, shall be moved upon said premises.

14. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the minimum requirements, standards and recommendations of the State Department of Health.

15. Wells drilled by individual residents may be used for irrigation purposes. Plumbing for these systems shall not be connected to the community water distribution system.

16. The owners in Antigone Acres Subdivision intend that these Restrictive Covenants be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of these Restrictive Covenants is deemed unenforceable by a Court of competent jurisdiction, the remainder of these Restrictive Covenants shall not be impaired and may be enforced in accordance with applicable law.

17. These Restrictive covenants are to run with the land and shall be binding on all parties claiming under them in perpetuity. These Restrictive Covenants may be amended, modified or repealed by vote of a majority of the then owners of the property in Antigone Acres Subdivision.

18. This document, Fifth Amended Restrictive Covenants for Antigone Acres, supersedes and replaces the Fourth Amended Restrictive Covenants dated 7/29/05, 2005, and recorded 7/29/05, 2005, as Instrument No. 557243.

Dated this 29th day of August, 2005.

Antigone Acres Homeowners Association

By: 

President

By: 

Secretary

STATE OF MONTANA)
) ss.
 County of Missoula)

ACKNOWLEDGED before me by Leland K. Yockey President and Melanie S. Shaffer Secretary of Antigone Acres Homeowners Association, this 29th day of August, 2005.



JO ANNE JOHNSON
 NOTARY PUBLIC-MONTANA
 Residing at Hamilton, Montana
 My Comm. Expires July 23, 2007

Jo Anne Johnson
 Notary Public for the State of Montana
 Residing at: Hamilton
 My commission expires: July 23, 2007

Voting Owners

Name (Print and Sign)	Address
1. <u>Judith K. Yockey Leland K. Yockey</u>	<u>310 Thebiam Ln.</u>
<u>Judith K. Yockey Leland K. Yockey</u>	<u>Hamilton, MT</u>
2. <u>Judith K. Yockey Leland K. Yockey</u>	<u>lot 13</u>
<u>Judith K. Yockey Leland K. Yockey</u>	
3. <u>Elizabeth H. King Hershbell</u>	<u>King & 53 Antigone Dr</u>
<u>Elizabeth H. King Hershbell</u>	<u>Hamilton, MT</u>
4. <u>Melanie J. Shaffer</u>	<u>Melanie J. Shaffer 250 Antigone</u>
<u>Christa Shaffer</u>	<u>CHRISTA SHAFER Drive</u>
5. <u>EDWARD A. FUCHS</u>	<u>251 Antigone Drive</u>
<u>Zona F. Fuchs</u>	<u>251 Antigone Drive</u>
<u>ZONA F. FUCHS</u>	
6. <u>Edward A. Fuchs</u>	
7. <u>HEATHER D. TAYLOR</u>	<u>Heather D Taylor 225 Antigone</u>
<u>CHARLES T. TAYLOR</u>	
<u>Heather D. Taylor</u>	
<u>Charles T Taylor</u>	

- 8 Lloyd & Nancy Clark 229 Antigone Dr
Nancy Clark Lloyd Clark
- 9 ROBIN L. CLUTE 236 Antigone Dr.
Robin L. Clute
- 10 Helen McCallop 230 Antigone Dr
Helen McCallop
- 11 Patricia A. Quants 228 Antigone Dr
Patricia A. Quants
- 12 Steve & Jeanette Piley 231 Antigone Dr
Jeanette Piley Steve Piley
- 13 James R. Whalley & Peggy Schwalley 226 Antigone Dr.
James R. Whalley & Peggy Schwalley
- 14 CHARLOTTE E COOK 304 THEBIFAN LAKE
Charlotte E Cook
- 15 Scott Raveling Barb Raveling 246 Antigone Dr.
Scott Raveling Barb Raveling
- 16 Doug DeMoss Lisa DeMoss 233 Antigone Drive
Doug DeMoss Lisa DeMoss
- 17 GUT KEARNS 255 ANTIGONE DR
GUT KEARNS
- 18 Joni Kearns 235 Antigone Dr.
Joni Kearns 235 " Dr.
- 19 Terry Hunt Roxane Hunt 248 Antigone Dr.
Terry Hunt Roxane Hunt
- 20 Nancy V Frank Christen Frank 209 Antigone DR
Nancy V Frank Christen Frank 209 Antigone DR

NOVA J. BERRY, Trustee, GUSTAV S. BERRY, Trustee
~~21 Nova J. Berry, Trustee, Gustav S. Berry, Trustee~~ 224 Antigone Dr.

22 Donna F. Steffensen 227 Antigone Dr.
Donna F. Steffensen HAMILTON, MT 59840

23 Tom Schmit / Marie Antonioli 308 Theban Ln
Tom Schmit / Marie Antonioli HAMILTON MT 59840

24 _____

25 _____

26 _____

27 _____

28 _____

29 _____

30 _____

31 _____

32 _____

We the majority of the owners of the property of Antigone Acres, Ravalli County, Montana, do hereby amend the Restrictive Covenants dated June 14, 1974, as filed on subdivision plat of Antigone Acres.

Item 10 shall be changed to read as follows:

No dwelling shall be constructed on any lot or lots which has ground floor area of the main structure which is less than twelve hundred square feet exclusive of porches, patios and attached garages. All other covenants shall remain unchanged.

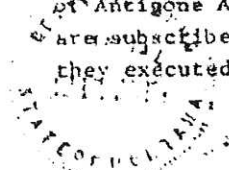
State of Montana, County of Ravalli, Book 175, Page 150
Charles L. Strate, President
Antigone Acres Homeowners Association
Hamilton, MT

- 1. Charles L. Strate 15 Harold R. Mues
- 2. William D. Bickel 16 Jean N. Greenwood
- 3. Edna M. Mindler 17 Wallace W. McLaughlin
- 4. ... 18 Kay K. ...
- 5. ... 19 ...
- 6. Albert ... 20 Ronald ...
- 7. Margaret C. Johnson 21 James D. ...
- 8. E. ... 22
- 9. Ralph E. Boller 23
- 10. ... 24
- 11. James Vandiver 25
- 12. ... 26
- 13. ... 27
- 14. ... 28

STATE OF MONTANA
COUNTY OF RAVALLI

Charles L. Strate

On this 22nd day of November, 1985 before me appeared the above landowners proved to me on the oath of Charles L. Strate, President of Antigone Acres Homeowners Association to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Notary Public, State of Montana
Residing: Hamilton, MT.
Commission Expires: Nov. 19, 1988