

HAROLD LANE
REVISED RESTRICTIVE COVENANTS

The undersigned is the owner of real properties in the County of Ravalli, State of Montana, more particularly described as Lots A-1, B-1 and C of COS 477399-R, being Located in Section 5, Township 6N, Range 20W in Ravalli County, Montana. These covenants negate and supersede the previous covenants for Parcels A & B of COS 2315, written on September 12, 1979. The purpose of these restrictive covenants is to maintain fair and adequate property values and is in consideration of adjoining property owners. The following covenants shall be binding on all parties and all persons claiming under them, and shall continually run with the land unless revised by unanimous vote of the owners of the properties herein described.

All persons or corporations who now or shall hereafter acquire an interest in and to the above described property or any part thereof, shall be taken and held to agree and covenant with owners of property and with heirs, successors and assigns, to conform to and observe the following covenants, restrictions and conditions as to use thereof and improvements thereon.

These covenants and restrictions are designed to provide a uniform plan for the development of the whole said property. All easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall be for the benefit of and be binding upon each successor in interest of such owners.

PROPERTY RESTRICTIONS:

Parcel B-1 may be used for residential and normal agricultural purposes or for home based business. The term "normal agricultural" explicitly excludes the raising of any fowl or fur bearing animals for the commercial purpose and the operation of a commercial confinement feedlot for any animal. Parcels A-1 & C may be used for residential, normal agricultural purposes, home based business and/or light commercial activity. No noxious or offensive activities shall be carried on upon any tract nor shall anything be done thereon which may become an annoyance to the neighborhood.

PERMANENT BUILDING AND STRUCTURES:

Said properties may be improved by the erection of family dwellings, private garages and reasonable outbuildings to house animals that may be kept. All buildings shall be of good and sound construction, erected in good craftsman-like manner of durable and good appearing materials. Dwellings shall be constructed of new materials, except that other than new materials may be used providing these materials are for design or décor. Any well and septic system to be located in designated area approved by the county sanitarian and property is to be designated by the Montana Dept. of Environmental Quality to accommodate such dwellings.

No old building, whether intended for use in whole or in part as the main residential structure or for use of a garage or any other outbuilding, shall be moved on to the premises. Dwellings shall be of at least 1,000 sq. ft. of interior living area, of which patios, covered decks and attached garages are excluded. All buildings shall be in color harmony with the natural

C&R NOTE COVE BK 153-72 & 153-97

Cart: William A. McCuskey 330 Horse Ridge Way Hamilton MT 59840

surroundings and each other. Dwelling exteriors shall be completed within one (1) year from the beginning of construction and prior to occupancy. No dwelling shall be occupied until exterior is completed.

TEMPORARY DWELLINGS:

No mobile homes of any size or type are permitted on any parcel. Manufactured homes are permitted as long as they are put on a permanent foundation and have a roof pitch of 3 on 12 or greater. Campers, motor homes or recreational vehicles may be used as a residence during the period of construction. Pickup campers, camp trailers, motor homes and travel trailers may be maintained as a residence temporarily for not more than six (6) months while the family dwelling is being constructed, provided however, that no trailer shall be maintained as a temporary residence until such time as the water and septic system have been installed and approved by all applicable government agencies. A major intention of this paragraph is to ban the use of or the parking or storage of any mobile home (single or double wide) on said property except the following: Campers used on a truck, self propelled motor homes or camper trailers used for travel and off-premise recreation purposes. These exceptions may be stored on site, but not closer than 50 ft. to any adjoining owners property line or any public road.

SETBACK RESTRICTIONS:

All buildings and construction of any kind must be set back at least fifty (50) feet from all roadway easements and property lines except on Lot B-1. The metal building that was pre-existing will be permitted, unless removed by the lot owner. If removed, this 50 ft. setback restriction on Lot B-1 applies to any new structure.

STORAGE AND WASTE:

No trash or debris shall be allowed to accumulate on the property but shall be promptly disposed of. Waste and garbage shall be kept in covered containers. No part or parcel of the said property shall be used for the storage of any old or wrecked automobile, machinery or parts thereof, antiques, junk or other matter unless same be done in a completely enclosed building constructed in accordance with these covenants.

ENVIRONMENT:

The construction of natural ponds or other changes to the landscape which enhance the value of the property shall not be considered waste upon the property.

Motorcycles, trail bikes and/or other loud motor driven devices may be operated but not in such a way as to become a public nuisance.

All septic tanks and drain fields shall be designed and installed as approved by the Ravalli County sanitarian.

(Covenants-Page 3)

SUBDIVISION

Parcels A-1 and B-1 may only by subdivided 1 time each with no parcel being created of less than 2 acres in size. Parcel C may be subdivided 1 time only and no parcel shall be created from Parcel C of less than 1 acre in size.

ANIMALS:

All parcels may be used for a reasonable number of domestic and agricultural animals, provided they are well cared for and do not unreasonably annoy or disturb any other owner or natural wildlife. No pigs or hogs shall be permitted at any time. Any owner who shall permit any animals to be kept on the premises, shall fence accordingly to prevent trespassing on any adjoining properties.

NUISANCE:

No owner shall permit or cause the existence of a private nuisance, (ex: nauseous odors).

ENFORCEMENT:

These covenants and restrictions may be enforced by any property owner by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The prevailing party in such proceedings shall be entitled to recover reasonable attorney fees and court costs incurred.

Dated this 22ND day of May 2001.

I am in approval of and do hereby grant permission for these new covenants to be applied to previous parcels of A & B of COS 2315.

William A. McCluskey
(William A. McCluskey)
Roberta R. Atkins
(Roberta R. Atkins)

State of Montana)

County of Ravalli)

On this 22ND day of May 2001, before me a Notary Public for the State of Montana, personally appeared William A. McCluskey and Roberta R. Atkins. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year first above written.



Suzanne McCluskey
Notary Public for the State of Montana
Residing at: Hamilton
My commission expires: Sept. 1, 2002

**HAROLD LANE
AMENDED RESTRICTIVE COVENANTS**

Setback Restrictions:

The setback restriction is hereby revised to read 10 feet from all Roadway easements and property lines.

1) Parcel A-1 COS # 477399R

Terry W. Boivin
Terry W. Boivin

2) Parcel B-1 COS #477399R

Harold Richter
Harold Richter

3) Parcel C-1 COS # 486543F

Thomas M. Hower
Thomas M. Hower

4) Parcel C-2 COS #486543F

Charles W. Gifford Jr.
Charles W. Gifford Jr.

Signed or attested before me on September 25, 2003
by Terry W. Boivin, Harold Richter, Thomas M. Hower, Charles W. Gifford Jr.



Suzanne K. McCluskey
Notary Public for the State of Montana
Residing at Hamilton
My Commission Expires Sept. 1, 2006

Ret: Bill Mccluskey 330 Horse Ridge Way
Hamilton, MT 59840

Doc# 479377