

STATE OF MONTANA RAVALLI COUNTY
 RECORDED: 04/25/2001 1:57 COVENANTS
 478123 Page 1 of
 Nedra P. Taylor CLERK AND RECORDER BY: Tera L. Miller FEE: \$18.00

STATE OF MONTANA RAVALLI COUNTY
 RECORDED: 04/20/2001 4:20 COVENANTS
 477897 Page 1 of
 Nedra P. Taylor CLERK AND RECORDER BY: Tera L. Miller FEE: \$18.00

DECLARATION OF PROTECTIVE COVENANTS

1st Addition to Auch Subdivision, Hamilton Heights, Blk 17, Lots 3 and 4, AP

This declaration is made this 20th day of April, 2001, by Steve & Auch,
 Darin S. Patzer & Martin Powell, hereinafter referred to as "declarant".

RECITALS

Whereas, the Declarant is the owner of the subject property as described below.

Now, therefore, Declarant declares that the property described herein shall be held, sold, conveyed, encumbered, used, occupied, and improved subject to the following easements, restrictions, covenants, liens, and conditions, all of which are in furtherance of a uniform plan of development, improvement and sale of said real property and are established to protect the natural environment and promote public health and safety and for the purpose of enhancing the value, desirability, and attractiveness of the real property and every part thereof.

ARTICLE 1.

GENERAL PROVISIONS

Property Subject to Agreement. The following real property in Ravalli County, Montana, and subsequent divisions thereof, are subject to this declaration:

1st Addition to Auch Subdivision, Hamilton Heights, Blk 17, Lots 3 and 4, AP 478119

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

Term. The provisions contained herein shall run in perpetuity.

Amendments. The provisions contained herein are revocable or alterable only with majority approval of lot owners and the consent of the Board of County Commissioners of Ravalli County.

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

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

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

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

Enforcement. The Declarant, any owner, or Ravalli County may enforce by any proceeding at law or in equity these provisions against any person or persons violating or attempting to violate any provision either to restrain violation or to recover damages.

STATE OF MONTANA, County of Ravalli) ss
 I hereby certify that this is a full, true and
 correct copy of the # 477897
 on file and of record in my office.
 Witness my hand and official seal

Return: Bitterroot Development Corp
 P.O. Box 2015
 Hamilton MT 59840

STATE OF MONTANA RAVALLI COUNTY
RECORDED: 05/07/2002 12:43 COVENANTS

495418

Page 1 of 4

Notary P. Taylor CLERK AND RECORDER BY: *James A. Smith*

FEE: \$24.00

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

*NOTE:
lack of notary*

Whereas Declaration of Protective Covenants dated April 20, 2001 and recorded as Document # 477897, records of Ravalli County, Montana were entered into that protected 1" Addition to Auch Subdivision & Hamilton Heights, Block 17, Lots 3 and 4, AP;

Whereas the Declaration of Protective Covenants provide that they can be amended by a majority approval of lot owners and the consent of the Board of County Commissioners of Ravalli County.

Whereas the undersigned are a majority of lot owners (either by #'s of lots or #'s of owners) and desire to amend the covenants as hereinafter set forth.

NOW, THEREFORE, it is agreed as follows:

1. **AMENDMENTS.** Any future amendments after this recording of this amendment shall require a majority of lot owners. For this purpose, each lot shall count as one vote. For example, if an individual or entity or group of individuals owns two lots, they shall have two votes. If they own one lot, they shall have one vote. The consent of the Board of County Commissioners of Ravalli County shall not be required for any future amendment.

2. **ENFORCEMENT.** Any owner may enforce by any proceeding at law or in equity these provisions against any person or persons violating or attempting to violate any provision either to restrain violation or to recover damages. Neither the declarant nor Ravalli County shall have the power to enforce these covenants.

3. **FUTURE SUBDIVISION.** Any lot covered by these covenants may be further subdivided provided that the owner complies with all applicable county and state laws and regulations then in effect.

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

PAGE 1 OF 3

RET. STACEY AUCH, 714 HWY 93 N. HAMILTON MT 59840

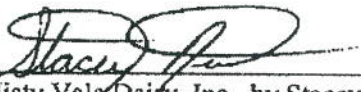
STATE OF MONTANA RAVALLI COUNTY
RECORDED: 05/07/2002 12:43 COVENANTS

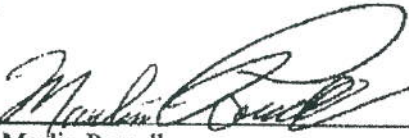
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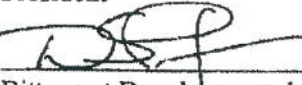
Page 2 of 4

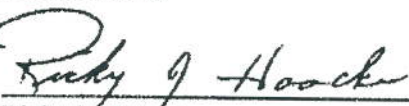
4. Except as set forth herein, the remaining covenants shall not otherwise be altered or amended.

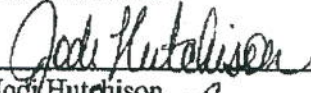
DATED this 7th day of May, 2002.

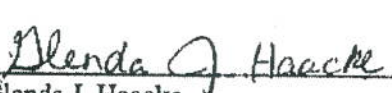

Misty Vale Dairy, Inc., by Stacey Auch,
President

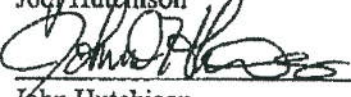

Marlin Powell


Bitterroot Development, by
Darin S. Patzer

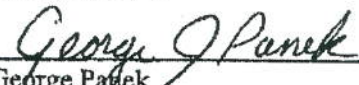

Ricky J. Haacke


Jodi Hutchison


Glenda J. Haacke


John Hutchison


~~Jodi Mickens~~


George Panek

State of Montana)
:ss.
County of Ravalli)

On this ____ day of May, 2002, before me, a Notary Public for the State of Montana, personally appeared Marlin Powell, Ricky J. Haacke, Glenda J. Haacke, John Hutchison, Jodi Hutchison, Jodi Mickens and George Panek, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they did execute the same.

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

(SEAL)

Notary Public for the State of Montana
Residing at: _____
My commission expires: _____

STATE OF MONTANA RAVALLI COUNTY
RECORDED: 04/25/2001 1:57 COVENANTS

478123

Page 3 of

STATE OF MONTANA RAVALLI COUNTY
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477897

Page 3 of

This instrument is a:

Limitation of Access Onto County or State Road. A "no access" restriction exists along Lots 3-1, 4-1 and Lot 12, which precludes permanent vehicular access onto Honeyhouse Lane, a county road.

Stream Channels. All stream channels shall be maintained in their natural state, except for projects done in accordance with a 310 permit as approved by the Bitterroot Conservation District.

Stacey Auch
Print Name

[Signature] 4/11/01
Signature Date

Darin S. Patzer

Martin Powell
Print Name

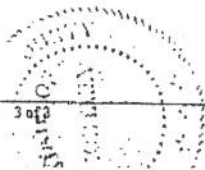
[Signature] 4/11/01
Signature Date

STATE OF Montana }
County of Ravalli }

This instrument was acknowledged before me on April 11, 2001 TP, by Stacey Auch, Darin S. Patzer, Martin Powell



Teresa Polumsky
Notary Public for the State of Montana
My Commission Expires 1/25/03
Residing at Corvallis



STATE OF MONTANA RAVALLI COUNTY
RECORDED: 05/07/2002 12:43 COVENANTS

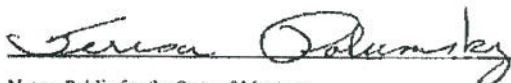
495418

Page 4 of 4

State of Montana
County of Ravalli

This instrument was acknowledged before me on 5/7, 2002, by Stacey Auch, personally known to me to be the person who witnessed the above signatures.


Stacey Auch


Notary Public for the State of Montana
Residing at Corvallis
My Commission Expires 11-25-2003 TB

