PROTECTIVE COVENANTS FOR
SADDLE RIDGE ESTATES

WHEREAS, the undersigned, GRAND VIEW ESTATES, INC., and GEORGE E. COOK and ALICE M. COOK, of P. O. Box A, Bozeman, Montana, are the owners of a tract of land described as GRAND VIEW ESTATES, INC., filed in the office of the Clerk and Recorder of Gallatin County, Montana.

WHEREAS, Grand View Estates, Inc., and George E. Cook and Alice M. Cook, hereinafter called "Declarant", or "Grantor", intends to sell, dispose of, divide into tracts, and convey the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as "Saddle Ridge Estates".

WHEREAS, Declarant desires to subject all of said real property and the tracts and subdivisions thereof to Protective and Restrictive Covenants, conditions, restrictions, and reservations herein set forth, and referred to as "Covenants";

NOW, THEREFORE, Declarant and the purchasers of tracts, do hereby establish, dedicate, declare, publish and impose upon the premises, the following protective and restrictive covenants which shall run with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the premises, and such covenants shall apply to the entire premises, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and said covenants shall inure to and pass with each and every parcel, tract, lot, or division. Said Covenants are as follows:

ARTICLE I. MINIMUM BUILDING AND USE RESTRICTIONS

Section 1. No Further Subdivision. No lot or tract may be further subdivided except as provided herein. The tracts may not be divided into smaller than five (5) acre tracts, except a division may be made for mortgage survey purposes provided the laws, rules and regulations of the state of Montana and its political subdivisions pertaining to mortgage surveys are complied with. In the event of a court action for foreclosure or otherwise which results in a Court order which shall effectively cause further division of any tract, the resulting tracts shall not be in violation of these covenants. Any further division of a tract shall comply with the laws, rules, resolutions and ordinances of the State of Montana, County of Gallatin, and local governing authorities.

Section 2. Use Permitted. The permitted uses of the tracts shall be primarily for single family residential purposes. Accessory buildings, which are incidental and secondary to the residential use of the property, shall be allowed. A guest house may be placed upon a lot or tract provided that the main dwelling house is built first and is the primary residence of the owner. That portion of the lot or tract not used for residential purpose may be used for agricultural and the maintenance of horses and livestock for personal use.

Section 3. Size of Dwelling and Set Back. No dwelling shall have not less than 1,200 square feet of ground floor area, exclusive of garage, carport, porches, decks, or other aduitions; no dwelling shall be constructed of a height greater than two and one-half (2 1/2) stories; no old houses or buildings shall be moved upon any tract. No buildings shall be located upon any tract. No buildings shall be located upon any tract nearer than thirty (30) feet from the outside boundaries. The size, color, use, shape and location of each improvement shall conform with and be in harmony with the existing improvements on the tract and also in harmony with the improvements in the surrounding neighborhood and in conformance with state and county requirements. Also the location of buildings and drain-fields are subject to the setback requirements shown on the plat, if any.

Section 4. Home Occupation. Home occupations and hobbies may be conducted in a portion of the dwelling, or in accessory buildings, such as offices, studios, or work rooms by one (1) or more persons residing in the dwelling unit. The activity must be clearly incidental, and secondary to the use of the dwelling for residential purposes, and shall not change the character or appearance of the residence or the neighborhood, and shall be limited in location to a dwelling, attached appurtenances, or accessory buildings. Accessory buildings shall conform to the architectural style and clors of the residence on the lot upon which it is placed. The accessory buildings shall not be so numerous or so large so as to deter from the asthetic character of the neighborhood.

Section 5. Storage of Materials. The storage of supplies or equipment, boxes, materials, machinery, or machinery parts, unlicensed automobiles, and the like which are to be permanently stored on a tract, shall be placed and stored in buildings for that purpose.

Section 6. Garbage, Junk and Refuse Disposal. No junk, garbage, trash, slash, garbage, debris, or other waste, including animal waste or manure, shall be allowed to permanently accumulate on any tract, and temporary accumulation shall be kept in sanitary containers, and shall be disposed of regularly. All incinerators or other equipment for disposal of such material shall be kept in sanitary conditions and reasonable precautions shall be taken against fire hazards.

Section 7. Sewage Systems. No permanent individual sewage or disposal systems shall be permitted on the tract unless said system is located and constructed and equipped in accordance with the standards and regulations of the Montana State Board of Health, and the Gallatin County Board of Health and other public regulating authorities in effect on the date said system is constructed. In no event shall any system, whether temporary or permanent, be located, constructed, or equipped in such manner so as to pollute the water of any pond, well, spring, or other source of water.

Section 8. Parks. The parks in the subdivision, if any, shall be controlled, operated, and maintained by the Homeowner's Association unless a public body takes over the control, maintenance and operation of such parks.

Section 9. Utilities. Each owner of a tract must assume the burden and expense of supplying electricity, telephone, water and sewer facilities or other utilities for his use. Developer will install the main electrical and telephone line along existing easements near each tract. The tract owner shall pay the cost of hooking up his improvement to the main line. If underground utilities are made available to the tract line, the owners shall be required to place utilities underground throughout their tracts.

Section 10. Enclosure. Adequate fences shall be constructed by each owner to contain whatever type of animals owner allows on his tract, such fences to be of type and appearance so as not to detract from the general appearance of the lands. In the event a tract owner encloses his property and there is an existing boundary fence built by an adjoining property owner, the such adjoining tract owner may connect his fence to the existing fence provided he pays the adjoining owner one-half (1/2) of the then cost of constructing a like fence and thereafter shall share in fifty percent (50%) of the maintenance thereof. The property owner's association shall share the cost of maintenance of fences on the exterior boundaries of the subdivision with adjoining property owners as required by Montana law, and shall assess each tract owner his proportionate share thereof.

Section 11. Pets and Livestock. With the exceptions herein noted, pets and livestock shall be allowed so long as they are strictly controlled by their owners so as to prevent them from creating a nuisance to their neighbors and interfering with any livestock or fowl or wild life upon the neighboring tracts or properties. No animals shall be allowed to roam at large except livestock as allowed by the homeowners association, and at all times shall be kept under the control of or on their owners' property. No pigs or goats shall be allowed.

Section 12. Husbandry. Lands must be kept free from noxious weeds, as defined by the Gallatin County Weed Board. Grass and hay shall be cut on an annual basis to prevent fire hazard. Any area disturbed by construction shall be reseeded to natural vegetation. No owner shall allow more livestock upon his land than the vegetation can support in accordance with good farming practices prevalent in Gallatin County, and no owner shall allow his land to become overgrazed or allow manure or animal waste to cause an unsightly or smelly condition.

Section 13. Easements. An easement for utilities on and across the tracts is reserved unto Grand View Estates, Inc., and George E. Cook and Alice M. Cook, their successors and assigns, across each tract for the purpose of installation and maintenance of utilities. Furthermore, Declarant, its successors and assigns, reserves the right to remove road materials from any lot to construct the initial road system prior to improvement thereof by the lot owner, provided that it shall replace the top soil and landscape the lot back to its natural condition after the material is removed. After the initial road system is constructed, the right to remove materials shall cease. Declarant may waive this right to remove road materials as to any lot by an agreement in writing.

Section 14. Conflict with Zoning or Use Ordinance. In the event these covenants are in conflict with any zoning or use laws, regulations, or ordinances made applicable to the land by any public or governmental body or law, rule, ordinance, or regulation, these covenants shall control to the extent legally permissible by such law, rule, ordinance or regulation.

Section 15. No Mobile Homes or Trailers. No mobile home or trailers or the like shall be allowed, except that recreational campers and trailers shall be allowed if the permanent residence is completed, but not for the purpose of residing therein nor for office use.

Section 16. Roads. Each tract or lot shall be limited to one access for ingress and egress from the private roads shown on the plat. All accesses for ingress and egress from the private road shall conform to the Gallatin County roadway standards as the same exist from time to time, shall be designed and constructed so as to provide safe travel by the users thereof and those using the private roadways and, if drainage structures are required adjacent to or under said accesses, they shall conform to the Gallatin county roadway standards in effect from time to time.

All roadways shown on the plat are now, and shall hereafter be, private roadways, initially constructed by the declarant pursuant to the Gallatin County roadway standards, as the same exist at the time of construction thereof and, which roadways, once approved by the appropriate authority of and for Gallatin County, shall thereafter be transferred to the homeowners association hereinafter created which association, and the membership thereof, shall maintain, protect and preserve said roadways, including the removal of snow therefrom.

Section 17. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property, no shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as a whole.

ARTICLE II. SADDLE RIDGE PROPERTIES HOMEOWNERS ASSOCIATION

Section 1. Every owner of a tract shall be a member of the Saddle Ridge Homeowners Association. Membership shall be appurtenant to and may not be separate from the ownership of any tract subject to assessment. Each Tract owner shall be responsible for advising the Association of his acquisition of ownership and his current address. The address of the Association initially shall be 611 West Main Street, Bozeman, Montana. Each owner shall be bound by the By Laws and duly passed Resolutions of the Association.

Section 2. The Associatin shall have two (2) classes of voting membership:

Class "A": Class A member shall be all owners with the exception of the Class B members named below. Class A members shall be entitiled t one vote for each tract owned. When more than one person holds an interest in any tract, all such persons shall be members. The vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be case with respect to any tract. If a tract is divided as permitted herein, the owners of each resulting tract shall have one vote per tract.

Class "B": The Class B member shall be the Developer which shall be entitled to two votes for each tract owned. Class B membership shall cease and be converted to Class A membership when seventy percent (70%) of the original Tracts are sold to third parties.

Section 3. The homeowners association shall levy an assessment on each tract and the owner thereof for the purposes of the improvement, repair, and maintenance of parks, roads, snow removal, maintenance of the exterior boundary fences of the Subdivisions and fences along canals constructed by the Association, if any, and for such other purposes as may be approved by two-thirds (2/3) of the votes of a

quorum of tract owners present at a homeowners meeting duly noticed as provided herein and containing in said notice a notification of the purpose of the proposed assessment. The Declarant for each tract owned within the property herein described hereby covenant, and each owner of any tract or subdivision thereof by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the property owners association, such assessment as shall be levied by the association on an annual basis. The annual assessment shall be a charge upon the land and shall be levied by the association on an annual basis. The assessment interest therein shall be a continuing lien upon property and tract upon which the assessment is made. Each assessment shall also be the personal obligation of the person who is the owner of the property at the time the assessment fell due, and in the event of any action to enforce the collection of any assessment or lien, the property owners association shall be entitled to its costs and interest from the date due and reasonable attorney's fees.

Members of the association shall, on March 1 of each year, elect not less than three (3) or more than five (5) directors who shall have the power and responsibility of setting the amount of the assessments on each lot for each year. Such directors shall be elected by majority of the votes represented at a quorum of any meeting of the association, and may be removed from time to time at any regularly called meeting of the association.

The total assessment shall be divided and paid equally by the owners of each tract regardless of the size of the tract. After the initial assessment is set the assessment against the tracts shall not increase by more than twenty percent (20%) per year without the approval of two-thirds (2/3) of the votes of the owners present at a regularly called meeting.

Section 4. Notice and Quorum for Meeting and Actions. Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be mailed to all members not less than 15 days nor more than 30 days in advance of the meeting. At such meeting called, the presence of members or of written proxies entitled to cast 60% of all the votes of Class A and Class B members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The notices called for herein shall state the purposes of the meeting.

Section 5. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all tracts on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each tract at lease thirty (30) days in advance of the due date of each annual assessment. Written notice of the annual assessment and the due date shall be sent to every owner or member subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and

for a reasonable charge, furnish a certificate signed by a Director of the Association setting forth whether the assessment of a specified tract have been paid.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owners personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, if any, or abandonment of his tract. Upon delivery of the Notice of Assessment to the owner, the assessment shall be a lien upon the owner's tract until paid. The Association may record a notice of the lien with the Clerk and Recorder of Gallatin County, Montana, and in the event of non-payment within thirty (30) days after recording the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property.

Section 7. Sale or Transfer of a Tract. Sale or transfer of any tract shall not affect the assessment lien or the personal liability of the owner except to the extent extinguished by Montana law pertaining to liens, mortgages and trust indentures. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof, provided that if the assessment lien has not been recorded with the Clerk and Recorder of Gallatin County, a good faith purchaser without notice of the lien shall take the property free of the lien.

ARTICLE III. ARCHITECTURAL COMMITTEE

Section 1. The Architectural Committee shall consist of three (3) persons who shall be appointed by a majority of the Board of Directors of the Homeowners Association. After such an appointment the Committee shall have authority to act hereunder until they are removed or their successors are appointed.

Section 2. Submission of Plans before Construction. Prior to the construction or placement of any residence or accessary buildings or other improvements on a lot, a plan of the design, size, color, location, and use shall be first submitted to the Architectural Committee, who shall determine by a majority whether the plans conform with the spirit of these covenants. A majority of the Architectural Committee shall within fifteen (15) days, either deny or approve the plan in writing addressed and delivered to the lot owner. The plan shall consist of a drawing to scale of the improvement and location with sufficient detail for the Architectural Committee to determine its size, color, use and location, and conformance with these covenants. Any two of the Committee may act to deny or approve the plan.

Section 3. Approval or Failure to Disapprove. In the event the Architectural Committee fails to approve or disapprove such design, location, construction, and materials within

fifteen (15) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully complied with, provided the requirements and stipulations set forth in these covenants are complied with. Any plans specifications and proposals so approved, either expressly in writing or by the expiration of the 15 day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, provided that the structure and plan must conform to the minimum building and use restrictions, but any deviation from said plan which in the judgment of the Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Once approval is given to a set of plans, the improvement must be commenced within one year and if not, the plans shall be resubmitted to the Architectural Committee. Once construction is commenced an improvement shall be completed within one year.

Section 4. The Architectural Committee may, by a majority vote, waive the minimum square feet requirements provided the proposed plans conform to the spirit of these covenants. Further, the Architectural Committee may, by a majority, upon application, grant a variance from the Minimum Building and Use Restriction and other requirments of these covenants for good cause shown or in the case of hardship, and provided that the spirit of these covenants is complied with.

Section 5. Neither the Association, or the Architectural Committee directors, nor the individual members thereof, may be held liable to any person for any damages for any action taken pursuant to these covenants, including, but not be way of limitation, damages which may result from assessments, correction, amendment, changes, or rejection of plans, the issuance of building approvals, or any delays, associated with such action on the part of the committee.

ARTICLE IV. TERM, ENFORCEMENT, APPLICABILITY AND CHANGE OF COVENANTS

Section 1. These restrictive covenants shall remain in full force and effect until December 31, 2005. After that date the said covenants shall automatically be extended for additional five (5) year periods until terminated or modified as hereinafter set forth by recording an acknowledged instrument signed by a majority of the lot owners in the subdivision. Each owner shall have one (1) vote per tract or subdivision thereof.

Section 2. Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any covenants; and the legal proceedings may be either to restrain violation of the covenants or to recover damages or both. In the event of any action to enforce these covenants, the prevailing party shall be entitled to costs and a reasonable attorney's fee to be set by the Court. Any tract owner, Declarant or the Association may enforce these covenants.

Section 3. The failure by the Declarant hereto or of any subsequent tract owner to enforce any covenant or restriction

contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenants.

Sectin 4. Invalidation of any one of these covenants by judgment of Court order shall in no wise affect anyof the other covenants or provisions, all of which shall remain in full force and effect.

Section 5. In any conveyance of the above-described real property or of any tract thereof, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to the restrictions and covenant herein contained without setting forth such restrictions and covenants verbatim or in substance in said deed. All of the above described real property and tracts shall be subject to the restrictions and covenants set forth whether or not there is a reference to the same in a deed or conveyance.

Section 6. A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvement thereon. However, the said restrictions and covenants shall be binding upon and inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 7. These covenants may be changed in whole or in part, except Section 16 entitled ROADS, by the execution, acknowledgement and recording of any instrument in writing setting forth the change signed by the owners of at least sixty-six and two-thirds (66 2/3) of the votes of owners of tracts in the subdivision. In this connection, the owner of each tract shall have one (1) vote per tract, provided however, that the Declarant shall have two votes per lot until 70% of the lots are sold to third parties.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of the 21st day of November, 1983.

GRANDVIEW ESTATES, INC.

By Marshall Bennett
Marshall Bennett, President

GRANDVIEW ESTATES, INC. CORPORATE SEAL MONTANA

Attest:

Peter W. McGee, Secretary

George E. Cook
GEORGE E. COOK

Alice M. Cook
ALICE M. COOK

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 8th day of February, 1983, before me, a Notary Public in and for said State, personally appeared MARSHALL BENNETT, known to me to be the President, and PETER M. McGEE, known to me to be the Secretary, of Grand View Estates, Inc., the corporation that executed the within instrument and asknowledged to me that such Partnership executed the same.

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

PATRICIA J. KICKER NOTARIAL SEAL STATE OF MONTANA

Notary Public for the State of Montana
Residing at Bozeman
My Commission Expires February 20, 1986

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 15th day of November, 1983, before me, a Notary Public in and for said State, personally appeared GEORGE E. COOK and ALICE M. COOK, known to me to be the persons whose names are subscribed to the within instrument and asknowledged to me that they executed the same.

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

PATRICIA J. KICKER NOTARIAL SEAL STATE OF MONTANA

Notary Public for the State of Montana
Residing at Bozeman
My Commission Expires February 20, 1986

EXHIBIT "A"

A tract of land being Tracts 1 through 10 and Tract 13 of Certificate of Survey Number 350A and Tract 12A of Certificate of Survey Number 350B, located in the Southeast One-Quarter and Southwest One-Quarter of Section 29, Township 2 South, Range 6 East, Principal Meridian Montana, Gallatin County, Montana, and being further described as follows:

Beginning at the Northeast corner of said Southeast One-Quarter of Section 29 (East One-Quarter corner, Section 29). Thence South 00-15-16 West along the East line of said Southeast One-Quarter a distance of 2651.45 feet to the Southeast corner of said Southeast One-Quarter (Southeast corner, Section 29). Thence North 89-34-12 West along the South line of said Southeast One-Quarter a distance of 2644.41 feet to the Southwest corner of said Southeast One-Quarter (South One-Quarter corner, Section 29). Thence North 89-34-32 West along the South line of the said Southwest One-Quarter a distance of 1925.85 feet. Thence North 00-59-36 East along the West line of said Certificate of Survey Number 350A a distance of 1021.54 feet. Thence North 58-58-56 East along the Northwesterly line of said Tract 12A of Certificate of Survey Number 350B a distance of 801.94 feet. Thence North 07-38-53 West along the Easterly line of said Certificate of Survey Number 350B a distance of 1222.96 feet. Thence South 89-35-00 East along the North line of said Certificate of Survey Number 350A a distance of 4040.00 feet to the point of beginning.

Said Tract of land being 257.493 acres along with and subject to any existing easements.

INDEXED / PLATTED

117505

State of Mont., County of Gallatin. ss Filed for record November 17, 19 83
at 1:35 P M., and recorded in Book 80 of MISCELLANEOUS page 1006
Gary W Pringle Recorder. By Janet A Mac Deputy

Rt: American Land Title $25.50

EASEMENT AND FENCING AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of December, 1983, by and between GRANDVIEW ESTATES INC., GEORGE E. COOK and ALICE M. COOK, 611 West Main, Bozeman, Montana, hereinafter referred to as "GRANTORS" and THEODORE C. KARTES and THEODORE W. KARTES of 4551 Southwest Willow, Seattle, Washington, hereinafter referred to as "GRANTEES".

Grantors, for and in consideration of One Dollar and other valuable consideration, including a reciprocal easement, all paid to Grantors, receipt of which is hereby acknowledged, grant to Grantees, their successors and assigns, an easement appurtenant 60' in width for the purpose of ingress and egress to the lands held by Grantees in the North One-half of Section 32, Township 2 South, Range 6 East, P.M.M., Gallatin County, Montana, said easement more specifically described on Certificate of Survey No. 350C, filed and of record with the Clerk and Recorder of Gallatin County, Montana, and referred to as "Trooper Trail" and more specifically described as follows:

A 60 foot access and utility easement across Certificate of Survey No. 350B and Certificate of Survey No. 350A, located in the Southwest One-quarter and Southeast One-quarter of Section 29 and in the Northeast One-quarter of Section 32, Township 2 South, Range 6 East, Principal Meridian Montana, Gallatin County, Montana, and being 30 feet each side of the following described centerline:

Beginning at a point on the West Line of Tract 11A of said Certificate of Survey No. 350B, said point being South 89-35-00 East a distance of 660.41 feet, and South 01-08-37 West a distance of 634.97 feet from the Northwest corner of the said Southwest One-quarter of Section 29. Thence South 89-28-35 East a distance of 90.25 feet.
Thence South 00-59-36 West a distance of 270.14 feet.
Thence South 47-23-09 East a distance of 515.96 feet.
Thence South 05-54-37 West a distance of 333.23 feet.
Thence South 50-16-17 East a distance of 506.21 feet.
Thence South 39-06-03 East a distance of 811.81 feet.
Thence North 54-35-30 East a distance of 280.00 feet.
Thence South 73-47-52 East a distance of 552.74 feet.
Thence South 88-16-05 East a distance of 221.92 feet.
Thence South 46-47-38 East a distance of 433.32 feet.

Thence North 37-29-06 East a distance of 209.27 feet.
Thence North 64-11-43 East a distance of 349.83 feet.
Thence North 35-32-12 East a distance of 580.84 feet
to the centerline of Saber Circle.

In addition, Grantors, in consideration of a reciprocal 60' easement made and entered into the 27th day of October, 1983, given by Theodore C. Kartes and Theodore W. Kartes, as Grantors, over certain lands in said North One-half of Section 30, Township 2 South, Range 6 East, P.M.M., agree to restore the fencing of Theodore C. Kartes and Theodore W. Kartes so as to prevent a conflict between the use of said easement over the Kartes' property by Grandview Estates and the Cooks and the use of the property by the Kartes'.

DATED This 1st day of ~~November~~ December, 1983. T.C.K.

GRANTORS:

GRANDVIEW ESTATES INC.

By _____

Its Sec.

_____
George E. Cook

_____
Alice M. Cook

GRANTEES:

_____ (TM)
Theodore C. Kartes

_____
Theodore W. Kartes

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 14th day of November, 1983, before me, a Notary Public for the State of Montana, personally appeared Peter N. McLeer, known to me to be the Secretary of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

JOANNE Mc MORRIS NOTARY (SEAL) PUBLIC STATE OF MONTANA

Joanne Mc Morris
NOTARY PUBLIC For the State of Montana
Residing at Bozeman
My Commission expires: Aug 25, 1986

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 14th day of November, 1983, before me, a Notary Public for the State of Montana, personally appeared GEORGE E. COOK and ALICE M. COOK, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

JOANNE Mc MORRIS NOTARY (SEAL) PUBLIC STATE OF MONTANA

Joanne Mc Morris
NOTARY PUBLIC For the State of Montana
Residing at Bozeman
My Commission expires: Aug 25, 1986

STATE OF WASHINGTON)
: ss.
County of KING)

On this 28th day of ~~November, 1983~~ January, 1986, before me, a Notary Public for the State of Montana, personally appeared THEODORE C. KARTES and THEODORE W. KARTES, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

TIMOTHY R. McGOWAN (SEAL) NOTARY PUBLIC COMMISSION EXPIRES 4-10-1989 STATE OF WASHINGTON

Timothy R. McGowan
NOTARY PUBLIC For the State of Montana
Residing at FEDERAL WAY
My Commission expires: 4/10/89

INDEXED

160835

State of Mont., County of Gallatin. ss Filed for record September 16th, 19 86
at 10:36A M., and recorded in Book 93 of MISCELLANEOUS page 4084
Gary W. Prinzle Recorder. By Janet C. Moe Deputy

Rt: American Land Title $15.00pd

ALTR (AKS) pd

AMENDMENT TO PROTECTIVE COVENANTS

COMES NOW, the undersigned, being the owners, legal or equitable, of any interest in the following described real property located in Gallatin County, Montana, to wit:

A tract of land being Tracts 1 through 10, and Tracts 12 and 13 of Certificate of Survey Number 350A and Tracts 11A and 12A of Certificate of Survey Number 350B, located in the Southeast One-Quarter and Southwest One-Quarter of Section 29, Township 2 South, Range 6 East, Principal Meridian Montana, Gallatin County, Montana,

and amends the Protective Covenants dated the 15th day of November, 1983, which were filed and recorded November 17, 1983 in Film 80 of Miscellaneous, at Page 1006, records of Gallatin County, Montana, as follows:

Article I, Section 1, is amended as follows:

"Section 1. No Further Subdivision. No lot or tract may be further subdivided except as provided herein. The tracts may not divided into smaller than ten acre tracts. Any further division of a tract shall comply with the laws, rules, resolutions and ordinances of the State of Montana, County of Gallatin, and local governing authorities."

Except as herein specifically mentioned, the rest of Article I, Section 1, is deleted.

Except as herein amended, the Protective Covenants recorded on November 17, 1983, in Film 80 of Miscellaneous, at Page 1006, records of Gallatin County, Montana, shall remain in full force and effect, and the real property herein described shall be subject to the said Covenants and this Amendment and the Covenants as amended shall run with each tract.

IN WITNESS WHEREOF, the owners have set their hands as of this 10th day of September, 1986, being the owners of more than 66 2/3rds of the votes required by the Covenants to amend the said Covenants.

GRANDVIEW ESTATES, INC.,
a Montana Corporation

BY: Marshall Bennett
Its Pres.

(Corporate Seal)

ATTEST:

BY: Secretary

GEORGE E. COOK

ALICE M. COOK

DUNCAN T. PATTEN

EVA C. PATTEN

JOHN R. FOSTER

PATRICIA K. FOSTER

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 11th day of September, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Marshall Bennett and Edwin McGee, known to me to be the President and Secretary of GRANDVIEW ESTATES, INC., a Montana Corporation, and acknowledged to me that they executed the same on behalf of said Corporation.

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

JOANNE MC MORRIS NOTARY PUBLIC

(Notarial Seal)

Notary Public for State of Montana
Residing at Bozeman, Montana
My Commission expires Aug 25, 1989

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 11th day of September, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE E. COOK and ALICE M. COOK, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

JOANNE MC MORRIS NOTARY PUBLIC

(Notarial Seal)

Notary Public for State of Montana
Residing at Bozeman, Montana
My Commission expires Aug 25, 1989

STATE OF ~~MONTANA~~)
: ss.
County of ~~Gallatin~~)

On this ____ day of September, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared DUNCAN T. PATTEN and EVA C. PATTEN, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

(Notarial Seal)

Notary Public for State of ~~Montana~~
Residing at ~~Bozeman, Montana~~
My Commission expires _____

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 19 day of September, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN R. FOSTER and PATRICIA K. FOSTER, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

(Notarial Seal)

Notary Public for State of Montana
Residing at Bozeman, Montana
My Commission expires 7-6-88

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State of Mont., County of Gallatin, ss Filed for record September 16th, 19 86
at 10:37A M., and recorded in Book 93 of MISCELLANEOUS page 4087
Gary W. Prinzie Recorder. By Janet C. Moe Deputy

Rt: American Land Title $15.00pd