

STATE OF MONTANA MADISON COUNTY
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Peggy Kaatz CLERK AND RECORDER BY: Peggy Kaatz
DAN LEADBETTER 9477 RIVER ROAD, BOZEMAN MT 59718

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BOOK 505 PAGE 548

SPACE ABOVE LINE FOR RECORDER'S USE

**SECOND AMENDED DECLARATION OF APPLICATION
OF PRE-RECORDED COVENANTS,
AND RESTRICTIONS
VALLEY GARDEN GOLF VILLAGE - PHASE III
ENNIS, MONTANA**

**VALLEY GARDEN GOLF VILLAGE, PHASE I, Units 1 & 2, and PHASE II
Units 3 & 4, DECLARATION OF COVENANTS AND RESTRICTIONS**, previously
recorded in Book 287, pages 559-589, and amended in Book 303, pages 479-507, and
further amended in Book 309, pages 890-892, and further amended in Book 358, pages
947-950, and adopted for PHASE II, Units 3 & 4, are hereby adopted and will be made
to run with the following described land by VALLEY GARDEN RANCH INC., a Colorado
Corporation, Declarant herein, and owner of the following described property in the
County of Madison, State of Montana, more particularly described as:

VALLEY GARDEN GOLF VILLAGE, PHASE III
according to the official plat thereof on file and of record
in the Office of the Clerk and Recorder in Plat Book 4
page 479, records of Madison County, Montana.

It is the intent of the Declarant herein that these Covenants and Restrictions shall
be and are perpetual in duration and shall run with and bind the real property described
above and be a benefit thereto and shall be enforceable by the individual owners of real
property within the subdivision above-referenced as well as be enforced by other
entities.

IN WITNESS WHEREOF, said Declarant has executed this Application of
Declaration of Covenants and Restrictions this day of , 2004.

VALLEY GARDEN RANCH, INC.,
A Colorado Corporation

BY: Dan Leadbetter
DAN LEADBETTER, President

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

On this 29 day of March, 2004, before me, the undersigned, a Notary
Public for the State of Montana, personally appeared DAN LEADBETTER, known
to me to be the President of VALLEY GARDEN RANCH, INC., a Colorado Corporation, and
acknowledged to me that he executed the within instrument for and on behalf of said
Corporation.

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

Lynn Craig
Notary Public for the State of Montana
Residing at:

My Commission Expires: July 10, 2007





SECOND AMENDMENT TO
AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS

358/947

VALLEY GARDEN GOLF VILLAGE - PHASE 1

ENNIS, MONTANA

THIS AMENDMENT to Amended Declaration of Covenants and Restrictions made this 17 day of Oct, 1991, by VALLEY GARDEN GOLF VILLAGE, a Limited Partnership, of the County of Madison, State of Montana, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant executed "Covenants and Restrictions Valley Garden Golf Village - Phase 1, Ennis, Montana" which "Covenants and Restrictions" was filed for record in the office of the County Clerk and Recorder of Madison County, Montana, October, 1982, in Book 287, Lien and Miscellaneous, page 559; and

WHEREAS, Declarant thereafter executed an "Amended Declaration of Covenants and Restrictions Valley Garden Golf Village - Phase 1, Ennis, Montana" which "Amended Declaration of Covenants and Restrictions" was filed for record in the office of the County Clerk and Recorder of Madison County, Montana, on September 25, 1984 in Book 303, Liens and Miscellaneous, page 479; and

WHEREAS, Declarant thereafter executed an "Amendment to Amended Declaration of Covenants and Restrictions Valley Garden Golf Village - Phase 1, Ennis, Montana", which was filed for record in the office of the County Clerk and Recorder of Madison County, Montana, on the 10th day of July, 1985 in Book 309 of Records on Pages 890 - 892; and

WHEREAS, Article IV of the Existing Amended Declaration of Covenants and Restrictions states as follows:

Filed for record on the 21st day of JANUARY, A.D. 1992
11:40 o'clock A. M. and recorded in book 358
947-953
Of records on page _____, Records of Madison County, Montana.

[Signature]
County Clerk

Fee \$ 54.00 Return to VALLEY GARDEN GOLF VILLAGE
BOX 666
ENNIS, MT. 59729

"This Declaration, or any part thereof, may be amended or modified upon the recording of an instrument signed by the owners of two-thirds (2/3) of the lots agreeing to such amendment or modification"; and

WHEREAS, the Declarant and the present owners of Valley Garden Golf Village desire to amend the Amended Declaration of Covenants and Restrictions to prohibit modular homes and pre-fab structures; and

WHEREAS, the Declarant and the undersigned other existing owners own in excess of two-thirds (2/3) of the lots subject to the Existing Covenants and Restrictions.

NOW, THEREFORE, Declarant does hereby amend those Existing Amended Declaration of Covenants and Restrictions filed for record in the office of the County Clerk and Recorder of Madison County, Montana on September 25, 1984 in Book 303 Liens and Miscellaneous, page 479 and the Amendment to Amended Declaration of Covenants and Restrictions filed for record on the 10th day of July, 1985 at 9:03 o'clock A.M. and recorded in Book 309 of Records on Pages 890-892 Records of Madison County, Montana by amending Section 1 of Article I to read as follows:

1. GENERAL:

"(a) The above described real property and each and every part and parcel thereof shall be used solely for private single family residential purposes, and no part nor portion thereof shall at any time hereinafter be used for business or commercial purposes of any kind or character, except for a sales office as provided in (b) below. Mobile homes or trailers, pre-fabs or modulars will not be permitted. No nuisance shall at any time be maintained upon any part or portion of said real property. No swine, fowl, or other livestock shall be maintained thereon, including horses. Normal family pets are permitted. All pets or animals shall be controlled and restrained so as not to run at large.

"(b) Declarant reserves the right to maintain a sales office on the above described real property for the purposes of selling the unsold lots and the unsold units that are part of Valley Garden Golf Village Subdivision and that are subject to these Covenants, so long as Declarant owns any such lots or any such units. Declarant further reserves the right to maintain said office in any building built for sale as a private single family residence, until such time as Declarant is able to sell said building as a private single family residence. At such time as Declarant no longer owns any lots or units, the reservation of rights contained in this Section 1(b) or Article I shall be extinguished."

"2. THIS SECOND AMENDMENT TO AMENDED DECLARATIONS OF COVENANTS AND RESTRICTIONS VALLEY GARDEN GOLF VILLAGE - PHASE 1, ENNIS, MONTANA is intended to provide, as to real estate affected, that modular homes and pre-fab structures will no longer be permitted on the Valley Garden Golf Village lots."

<u><i>Dan Leadbetter</i></u>	<u>10-17-91</u>
DAN LEADBETTER (24 lots)	DATE
<u><i>Evelyn K. West</i></u>	<u>10-17-91</u>
DEAN STOREY (1 lot)	DATE
<u><i>Dean Storey</i></u>	<u>10-17-91</u>
EVELYN WEST (4 lots)	DATE
<u><i>Barbara S. Brand (Bobbie)</i></u>	<u>11/18/91</u>
BOBBIE BRAND (1 lot)	DATE
<u><i>Tom Hokanson</i></u>	<u>11/21/91</u>
TOM HOKANSON (1 lot)	DATE
<u><i>Pat Howard</i></u>	<u>10-19-91</u>
PAT HOWARD (1 lot)	DATE
_____	_____
BILL KINSELL (1 lot)	DATE

Dean Matzick
DEAN MATZICK (1 lot)

11-25-91
DATE

Bob McDonald
BOB McDONALD (2 lots)

10/17/91
DATE

Joellen Magnuson
JOELLEN MAGNUSON (1 lot)

11-19-91
DATE

Clark Northway
CLARK NORTHWAY (2 lots)

10-17-91
DATE

John Overstreet
JOHN OVERSTREET (1 lot)

10/21/91
DATE

Linda Rice
LINDA RICE (1 lot)

11/18/91
DATE

Jay Shepherdson
JAY SHEPHERDSON (1 lot)

DATE

Tony Shepherdson
TONY SHEPHERDSON (1 lot)

10/23/91
DATE

Gene Sidener
GENE SIDENER (2 lots)

10-18-91
DATE

JACK BRÜTHERS (1 lot)

DATE

STATE OF MONTANA

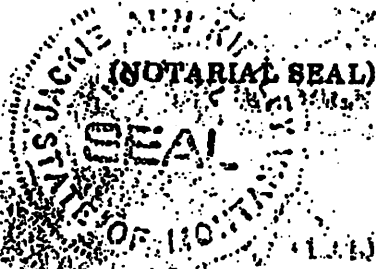
County of Madison

On this 11 day of October, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DAN LEADBETTER, 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 affixed my official Notarial Seal the day and year first above written.

Cherie Ann Kelly
Notary Public for the State of Montana
Residing at Emus
My Commission expires 10-22-91

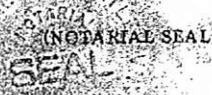
(NOTARIAL SEAL)



STATE OF MONTANA)
) :SS
County of Madison)

On this 17 day of OCTOBER, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DEAN STOREY, 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 affixed my official Notarial Seal the day and year first above written.



Charles Ann Kutler
Notary Public for the State of Montana
Residing at Exxon
My Commission expires 10-22-91

STATE OF MONTANA)
) :SS
County of Madison)

On this 17 day of OCTOBER, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared EVELYN WEST, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Charles Ann Kutler
Notary Public for the State of Montana
Residing at Exxon
My Commission expires 10-22-91

STATE OF MONTANA)
) :SS
County of Madison)

On this 18 day of NOVEMBER, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared BOBBIE BRAND, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Charles Ann Kutler
Notary Public for the State of Montana
Residing at Exxon
My Commission expires 10-22-91

STATE OF MONTANA)
) :SS
County of Madison)

On this 21 day of November, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared TIM HOKANSON, 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 affixed my official Notarial Seal the day and year first above written.

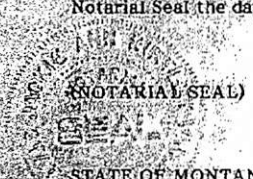


[Signature]
Notary Public for the State of Montana
Residing at _____
My Commission expires 10-22-94

STATE OF MONTANA)
) :SS
County of Madison)

On this 9 day of October, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared PAT HOWARD, 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 affixed my official Notarial Seal the day and year first above written.



[Signature]
Notary Public for the State of Montana
Residing at _____
My Commission expires 10-22-91

STATE OF MONTANA)
) :SS
County of Madison)

On this _____ day of _____, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared BILL KINSELL, 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 affixed my official Notarial Seal the day and year first above written.

(NOTARIAL SEAL) Notary Public for the State of Montana
Residing at _____
My Commission expires _____

STATE OF MONTANA)
) :SS
County of Madison)

On this 25th day of November, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DEAN MATZICK, 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 affixed my official Notarial Seal the day and year first above written.

Charlie Ann Kelley
Notary Public for the State of Montana
Residing at Ennis
My Commission expires 10-22-94



STATE OF MONTANA)
) :SS
County of Madison)

On this 19 day of October, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared BOB McDONALD, 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 affixed my official Notarial Seal the day and year first above written.

Charlie Ann Kelley
Notary Public for the State of Montana
Residing at Ennis
My Commission expires 10-22-94



STATE OF MONTANA)
) :SS
County of Madison)

On this 19 day of November, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JOELLEN MAGNUSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Charlie Ann Kelley
Notary Public for the State of Montana
Residing at Ennis
My Commission expires 10-22-94



STATE OF MONTANA)
)
:SS
County of Madison)

On this 17 day of October, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JACK NORTHWAY, 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 affixed my official Notarial Seal the day and year first above written.

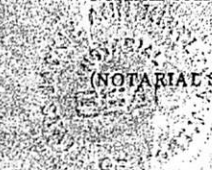


Jackie Ann Kutler
Notary Public for the State of Montana
Residing at Emus
My Commission expires 10-27-94

STATE OF MONTANA)
)
:SS
County of Madison)

On this 21 day of October, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JOHN OVERSTREET, 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 affixed my official Notarial Seal the day and year first above written.



Jackie Ann Kutler
Notary Public for the State of Montana
Residing at Emus
My Commission expires 10-27-94

STATE OF MONTANA)
)
:SS
County of Madison)

On this 18 day of November, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared LINDA RICE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Jackie Ann Kutler
Notary Public for the State of Montana
Residing at Emus
My Commission expires 10-27-94

STATE OF MONTANA)
)
) :SS
)
County of Madison)

On this _____ day of _____, 1991, before me, the undersigned,
a Notary Public for the State of Montana, personally appeared JAY SHEPHERDSON,
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 affixed my official
Notarial Seal the day and year first above written.

(NOTARIAL SEAL) _____
Notary Public for the State of Montana
Residing at _____
My Commission expires _____

STATE OF MONTANA)
)
) :SS
)
County of Madison)

On this 23 day of October, 1991, before me, the undersigned,
a Notary Public for the State of Montana, personally appeared TONY SHEPHERDSON,
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 affixed my official
Notarial Seal the day and year first above written.

(NOTARIAL SEAL) _____
Debra Ann Sullivan
Notary Public for the State of Montana
Residing at Ennis
My Commission expires 12-23-94

STATE OF MONTANA)
)
) :SS
)
County of Madison)

On this 18 day of October, 1991, before me, the undersigned,
a Notary Public for the State of Montana, personally appeared GENE SIDENER, 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 affixed my official
Notarial Seal the day and year first above written.

(NOTARIAL SEAL) _____
Debra Ann Sullivan
Notary Public for the State of Montana
Residing at Ennis
My Commission expires 12-23-94

INDEXED 11/1/85
FILED

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BOOK 309 PAGE 890

AMENDMENT TO
AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS
VALLEY GARDEN GOLF VILLAGE - PHASE 1
ENNIS, MONTANA

THIS AMENDMENT to Amended Declaration of Covenants and Restrictions made this 16 day of July, 1985, by Valley Garden Golf Village, a Limited Partnership, of the County of Madison, State of Montana, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant executed "Covenants and Restrictions Valley Gardon Golf Village - Phase 1, Ennis, Montana" which "Covenants and Restrictions" was filed for record in the office of the County Clerk and Recorder of Madison County, Montana, October, 1982, in Book 287, Lien and Miscellaneous, page 559; and

WHEREAS, Declarant thereafter executed an "Amended Declaration of Covenants and Restrictions Valley Garden Golf Village -Phase 1, Ennis, Montana" which "Amended Declaration of Covenants and Restrictions" was filed for record in the office of the County Clerk and Recorder of Madison County, Montana, on Sept. 25, 1984 in Book 303, Liens and Miscellaneous, page 479; and

WHEREAS, Article IV of the Existing Amended Declaration of Covenants and Restrictions states as follows:

"This Declaration, or any part hereof, may be amended or modified upon the recording of an instrument signed by the owners of two-thirds (2/3) of the lots agreeing to such amendment or modification"; and

WHEREAS, it has always been the intention of the Declarant that Declarant be allowed to maintain a sales office inside of any building built for sale as a private single

family residence, until such time as said building is sold for use as a private single family residence; and

WHEREAS, Declarant desires to amend said Existing Amended Declaration of Covenants and Restrictions to allow the maintenance of a sales office until all lots and units are sold as single family residences; and

WHEREAS, Declarant is the owner of two-thirds (2/3) of the lots affected by this amendment.

NOW, THEREFORE, Declarant does hereby amend those Existing Amended Declaration of Covenants and Restrictions filed for record in the office of the County Clerk and Recorder of Madison County, Montana on Sept. 25, 1984 in Book 303 Liens and Miscellaneous, page 479 by amending Section 1 of Article I to read as follows:

"1. GENERAL:

(a) The above described real property and each and every part and parcel thereof shall be used solely for private single family residential purposes, and no part nor portion thereof shall at any time hereinafter be used for business or commercial purposes of any kind or character, except for a sales office as provided in (b) below. Mobile homes or trailers will not be permitted, and pre-fab structures are discouraged but may be considered by the Architectural Review Committee. No nuisance shall at any time be maintained upon any part or portion of said real property. No swine, fowl, or other livestock shall be maintained thereon, including horses. Normal family pets are permitted. All pets or animals shall be controlled and restrained so as not to run at large.

(b) Declarant reserves the right to maintain a sales office on the above described real property for the purposes of selling the unsold lots and the unsold units that are part of Valley Garden Golf Village Subdivision and that are subject

to these Covenants, so long as Declarant owns any such lots or any such units. Declarant further reserves the right to maintain said office in any building built for sale as a private single family residence, until such time as Declarant is able to sell said building as a private single family residence. At such time as Declarant no longer owns any lots or units, the reservation of rights contained in this Section 1(b) of Article I shall be extinguished.

IN WITNESS WHEREOF, said Declarant has executed this Amendment to Amended Declaration of Covenants and Restrictions this 10 day of July, 1985.

VALLEY GARDEN GOLF VILLAGE
a Limited Partnership

By: [Signature]
Dan Leadbetter, General Partner

STATE OF MONTANA)
County of Madison) :SS

On this 10th day of July, 1985, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DAN LEADBETTER, known to me to be a General Partner of VALLEY GARDEN GOLF VILLAGE, a Limited Partnership, the Declarant herein, and acknowledged to me that he executed the within instrument for and on behalf of said Limited Partnership.

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

[Signature]
Notary Public for the State of Montana
Residing at NOTARY PUBLIC for the State of Montana
My Commission expires August 30, 1986



Filed for Record on the 10th. Day of JULY, 1985 at 9:03 O'clock A.M. and recorded in Book 309 of RECORDS on PAGE 890 - 892, Records of Madison County, Montana.

Fee, \$15.00
Return To: [Signature]
Lorraine P. Mottor, County Clerk and Recorder
VALLEY GARDEN GOLF VILLAGE - P.O. BOX 666, ENNIS, MONTANA - 59729

96176

**AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS****VALLEY GARDEN GOLF VILLAGE - PHASE 1****ENNIS, MONTANA**

THIS AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS, made this 25 day of Sept, 1984, by VALLEY GARDEN GOLF VILLAGE, a Limited Partnership, of the County of Madison, State of Montana, hereinafter referred to as "Declarant" and the other undersigned Existing Owners, hereinafter referred to as "Other Existing Owners,"

WITNESSETH:

WHEREAS, Declarant executed "Covenants and Restrictions Valley Garden Golf Village - Phase 1, Ennis, Montana" which "Covenants and Restrictions" was filed for record in the office of the County Clerk and Recorder of Madison County, Montana, October, 1982, in Book 287, Liens and Miscellaneous, page 559, which Covenants and Restrictions (hereinafter "Existing Covenants and Restrictions") covers the real property legally described on Exhibit "A" to the within Amended Declaration; and

WHEREAS, Declarant is the owner of the real estate described on Exhibit "C" which is within said property described on Exhibit "A"; and

WHEREAS, Declarant and the undersigned Other Existing Owners of properties covered by the Existing Covenants and Restrictions desire that the property described on Exhibit "C" be excluded from that property subject to the Existing Covenants and Restrictions in order to enable Declarant to sell said property described on Exhibit "C" to the Montana Power Company; and

WHEREAS, Article IV of the Existing Covenants and Restrictions states as follows:

"This Declaration, or any part hereof, may be amended or modified upon the recording of an instrument signed by the owners of two-thirds (2/3) of the lots agreeing to such amendment or modification."; and

WHEREAS, Declarant and the undersigned Other Existing Owners own in excess of two-thirds (2/3) of the lots subject to the Existing Covenants and Restrictions.

NOW, THEREFORE, Declarant and the undersigned Other Existing Owners hereby amend those Existing Covenants and Restrictions filed for record in the office of the County Clerk and Recorder of Madison County, Montana, October 1982, in Book 287 Liens and Miscellaneous, page 559, by removing all said covenants and restrictions from that certain tract of land described on Exhibit "C" attached hereto and hereby declare that only the balance of the said property described on Exhibit "A" shall hereafter be conveyed subject to the restrictions, covenants and charges hereinafter set forth, to-wit:

ARTICLE I.

RESTRICTIVE COVENANTS

1. GENERAL:

The above described real property and each and every part and parcel thereof shall be used solely for private single family residential purposes, and no part nor portion thereof shall at any time hereinafter be used for business or commercial purposes of any kind or character. Mobile homes or trailers will not be permitted, and pre-fab structures are discouraged but may be considered by the Architectural Review Committee. No nuisance shall at any time be maintained upon any part or portion of said real property. No swine, fowl, or other livestock shall be maintained thereon, including horses. Normal family pets are permitted. All pets or animals shall be controlled and restrained so as not to run at large.

2. GRADING:

All grading, excavation, fill and site work must be done only in accordance with drawings approved by the Architectural Review Committee, and in such

a manner that the condition of any adjacent homesites and drainage ways is not altered, obstructed or adversely affected.

Since it is expected that the design of the residence will be tailored to the homesite, not the site to the house, the grading of building pads shall be confined to the minimum amount necessary to provide for the architectural concepts. Cut slopes shall have the tops rounded to avoid unnatural sharp edges. Significant rock outcrops and existing trees shall be preserved wherever possible.

3. UTILITIES:

All residential utility, electric and telephone service lines must be underground. All piping must be concealed.

4. HEIGHT RESTRICTIONS:

One story structures are encouraged but two story residences will be permitted if the second story covers no more than 50% of the first story area. The maximum height for the two story section of any residence will be twenty-eight (28) feet.

The height of improvements or vegetation and trees on a building site shall not materially restrict the view of other home owners. The Architectural Review Committee shall be the sole judge of the suitability of such heights which will include landscaping, as well as structures.

5. BUILDING STYLE:

The Architectural Review Committee urges that all owners and their architects design buildings that reflect the mountain and ranch style architecture. It is the intent of these Architectural Review Committee rules to encourage the growth of a residential community with a Montana ranch style spirit.

6. ROOFS:

Roof materials, color and shape are important to the view from other homesites and from the golf course and will be carefully reviewed by the Architectural Review Committee. Flat roofs and "A" frames are strongly discouraged.

Roofs shall be surfaced with wood shakes or shingles, or other approved materials and roof finishes shall be of minimum reflectivity. Roof colors shall have a value within the medium and dark range and earth colors are encouraged.

Although appurtenances on the roof tops such as mechanical equipment, ventilators, openings, solar collectors, and other devices are all admitted to, they are to be concealed from view, and will be controlled. TV and radio antennas will not be permitted where visible from adjacent property.

7. MATERIALS:

All structures on any homesite must be constructed with quality materials. The use of natural weathering materials, such as wood, stained or unstained, wood shingles or shakes, or native stone, is encouraged to harmonize with the environment. The use, placement, color and texture of these external building materials are all sensitive design concerns.

8. BUILDING WALLS:

Building walls shall be of minimum reflectivity and natural earth colors are encouraged. No reflective finishes (other than paint and glass) may be used on exterior surfaces. Owners must submit samples of colors to be used. A complete color scheme must be submitted when changes in color are desired.

Architectural Review Committee approval is not required to repaint a structure in its original colors.

9. BUILDING SETBACKS:

As a general rule, building setbacks for front yards shall be forty (40) feet, for side yards twenty (20) feet, or ten percent (10%) of the width of the

lot, whichever is greater, and for rear yards forty (40) feet. No improvements shall be constructed within 40 feet of any lot line bordering the golf course or the open space which is to be controlled by a Property Owners' Association. To encourage good siting of a residence, the Architectural Review Committee will consider variances in these setbacks.

10. SIZE RESTRICTIONS:

No residence shall be constructed on any lot which is less than 1200 square feet on the ground level. The Architectural Review Committee has not formulated any maximum sizes but wishes to encourage coverages that leave a feeling of ample open area on each homesite.

11. PARKING:

All residences must have a minimum of two and a maximum of four spaces for automobiles. Any covered parking shall be architecturally integrated with the total site development. Uncovered parking shall be designed to limit the visibility of parked automobiles from the roadways and other homesites.

12. DRAINAGE:

Site development shall provide for proper drainage using natural channels whenever possible. Drainage transitions shall be provided in such a manner so as to prevent discharge on to adjacent lots and to blend with the natural topography of the homesite.

13. EXTERIOR LIGHTING:

Exterior lighting may be installed so long as it is not a nuisance to any neighboring property and is approved by the Architectural Review Committee as part of an overall landscape plan for a homesite. The light source of any exterior lighting fixture must not be visible from neighboring property. Mercury vapor lamps are discouraged but if permitted must be in a warm tone and the source must be shielded from neighboring properties.

14. FENCES AND WALLS:

No fence or wall may be constructed on any homesite unless and until approved by the Architectural Review Committee, and then only in strict accordance with the terms of approval. Perimeter walls or fences are strongly discouraged.

Whenever a fence or wall by the nature of its construction and materials has a "good side," the good side must face outward from the property towards adjacent property, adjacent roadway, etc.

15. ADDITIONS AND ENCLOSURES:

Any additions or enclosures to buildings must have the approval of the Architectural Review Committee. In general, additions and enclosures must have matching materials, details, colors, and be in appropriate scale to the existing dwelling. Further, the architectural theme and general quality of the existing dwelling must be maintained.

16. BARBEQUE PITS, HOT HOUSES, STORAGE AND TOOL SHEDS:

Barbeque pits, hot houses, storage and tool sheds and similar structures which are visible from a street or adjacent property will be considered on individual merit.

17. SWIMMING POOLS:

Swimming pools, whirlpool spas or hot tubs constructed above grade (on the ground) may be permitted, provided they are not readily visible from the street or neighboring property.

Applicants for swimming pools, whirlpool spas or hot tubs must concurrently submit details for abatement of filter and skimmer noise. The pump and motor of the filter and skimmer unit shall be adequately soundproofed in order to prevent nuisance to adjacent property occupants.

18. SERVICE YARD:

An enclosed service yard shall be provided containing space for trash receptacles, outside clothes drying and other maintenance or service facilities, all not visible from neighboring homesites, the golf course, roads, or the open space lot. There shall be no dumping or incineration of garbage within the premises.

19. LANDSCAPING:

A complete landscape plan must be submitted by each owner prior to the completion of construction of his residence and all landscaping is to be done only in conformance with a plan approved by the Architectural Review Committee.

A variety of plant materials, lawn area and other outdoor uses are encouraged within the homesite. Shrubs or trees such as certain cottonwoods and poplars which grow to significant heights and which might interfere with views from other homesites are not encouraged. The owner of each homesite shall control the woods and all noxious plants on his property.

20. OUTBUILDINGS AND CONSTRUCTION SHEDS:

No outbuildings shall be erected or maintained upon a building site prior to the start of construction of a residence, and no trailer, mobile home, camper, basement, tent, teepee, shack, garage or other outbuildings shall be erected upon any part of a site for use as a temporary or permanent residence, nor shall any residence of a temporary or pre-fab character be permitted thereon. Approval must be obtained from the Architectural Review Committee for the location of any and all construction or temporary structures. Construction trailers or shacks that are in disrepair or obnoxious will not be permitted. All temporary structures shall be removed within 30 days after the completion of construction.

21. RECREATION VEHICLES & BOATS:

R.V. vehicles, boats, trailers, etc., shall not be stored in the open on any building site or where they are visible from the golf course, roads or adjacent or neighboring properties. If built-in facilities are not provided upon a building site for R.V. vehicles or boats, etc., they must be stored within a fence and locked storage area provided by the developer north of the rodeo grounds or they will not be permitted within this development.

22. PROPERTY OWNERS' ASSOCIATION:

A Property Owners' Association shall be formed to provide for the care and maintenance of the private roads, water system, open spaces, and general care and control of all common matters. The Property Owners' Association however is not responsible for providing fire protection.

23. JOB SITE SANITATION, CLEAN-UP AND DUST CONTROL:

Each job site shall have a chemical toilet placed in an inconspicuous location as possible. Because of wind, and for visual reasons, daily clean-up of areas surrounding the construction site must be maintained by the General Contractor. Dust control must be maintained and daily or more frequent watering will be required when the conditions demand. Re-vegetation will be a required part for all disturbed areas.

24. HUNTING:

No hunting of, shooting at or harassing of birds, animals or any wildlife will be permitted.

25. DOGS:

All dogs shall be strictly controlled by their owners to prevent any interference of cattle on surrounding properties.

26. CONSTRUCTION COMPLETION:

Construction of any structure or private home must be completed within sixteen (16) months from the date of commencement of said construction.

27. ARCHITECTURAL REVIEW COMMITTEE:

An Architectural Review Committee shall be appointed by the developer and will consist of three members. This committee shall review and approve all new construction, remodel and landscape plans for all sites within the Golf Village. Architectural Review Committee approval for all construction shall be as outlined in the attached Architectural Review Committee approval process, designated as Exhibit "B."

ARTICLE II.

ASSOCIATION

1. FORMATION OF ASSOCIATION:

Declarant shall cause to be formed a non-profit corporation under the laws of the State of Montana, membership in which shall be limited to the purchasers or owners of all or part of the above-described lots. The sole purpose of the Association shall be to carry on the functions described in the recitals of this declaration. In addition, said Association shall be empowered to buy, own, sell, assign, mortgage or lease any interest in real estate or personal property and to maintain and operate improvements thereon necessary or incidental to the accomplishment of the purposes set forth above; further, said Association shall be empowered to borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business, and to secure the same as the Association may deem proper, and to accomplish such other lawful purposes and objectives as may be approved by the board of directors of said Association.

2. MEMBERSHIP:

Every person or entity who is a record equitable owner of any lot, including buyers under a contract for deed and contract sellers, which is subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation and, further, is not intended to include mortgagees, beneficiaries under a deed of trust, or lien claimants. All members of the Association shall be governed and controlled by its articles of incorporation and by-laws.

3. VOTING RIGHTS:

The Association shall have one class of voting membership and shall consist of all owners of lots who shall be entitled to one vote for each lot owned. When more than one person holds an interest or interests in any lot, the vote for such lot shall be exercised as they among themselves determine.

4. ASSESSMENTS:

(a) Creation of Lien and Obligation. The owner of each lot covenants, and each owner of any lot by acceptance of a deed or contract for purchase of any lot within the properties, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to be a member of the Association, and shall be subject to the assessments and duly enacted by-laws and other rules and regulations of the Association. All assessments of the Association, together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the real property and shall constitute a lien upon the lot against which assessment is made. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Madison County a verified account of the assessments due, together with a correct description

of the property to be charged with such lien, but any error or mistake in the account or description shall not affect the validity of the lien, if the property can be identified by the description. The priority of such lien shall be determined as of the time of filing with the Madison County Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the owner of such lot at the time when such assessment became due. The Board of Directors of the Association may establish rules and regulations concerning the collection of obligations and the perfecting of liens.

(b) Purpose of Assessments. Assessments levied by the Association shall be used exclusively for those purposes enumerated above, and for the promotion of the recreation, health, safety and welfare of the residents of the above-described real property and in particular for the improvement and maintenance of the properties, services and facilities devoted to those purposes, and of the residential dwellings situated upon the real property.

(c) Rate of Assessments. Assessments for services shall be based on a flat rate and shall be fixed at a uniform rate per lot.

(d) Types of Assessments. Assessments shall be fixed by the Association to fulfill its purposes, in accordance with the following guidelines:

(1) Annual Routine and Service Assessments. Annual routine and service assessments shall be utilized to provide for the administration of the Association, to provide funds for payment of routine expenses and maintenance, to provide services, and to provide funds for such other purposes as the Association may determine consistent with the purposes of said Association. Such assessments shall be set annually, and shall be only authorized upon a majority vote of Association members who are voting in person or by proxy at a meeting duly called to consider such assessment.

(2) Improvements Assessments. The Association may levy in any year a special assessment for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair or replacement of a 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 members who are entitled to vote in person or by proxy at a meeting duly called to consider such capital improvement assessment.

(3) Emergency Assessments. The Board of Directors of the Association is authorized to levy in any assessment year an emergency assessment which shall not exceed two (2) times the amount of the routine assessment for that year. Additional emergency assessments shall have the approval of a simple majority of the votes of members who are voting in person or by proxy at a meeting duly called to consider such additional emergency assessment. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damages or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.

(4) Compliance Assessments. In addition to the other assessments herein provided, the Association may levy an assessment for the purpose of defraying costs, including legal fees, to enforce this Declaration. Any such assessment shall have the approval of a simple majority of the votes of members who are voting in person or by proxy at a meeting duly called to consider such compliance assessment. The Board of Directors is authorized to return funds assessed hereunder if, in connection with such enforcement, it recovers its costs.

(e) Commencement of Assessments. The Board of Directors is authorized to commence initial assessments as herein authorized at such time as it determines appropriate. Written notice of all assessments shall be sent to every owner subject thereto. The due dates of such assessment shall be established by the Board of Directors.

(f) Certificate of Payment. The Association shall at any time, upon demand, furnish a written certificate specifying whether the assessments levied against a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. Such a certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(g) Non-payment of Assessments. Any assessment or installment payments on assessments which are not paid when due shall be delinquent. The Association may establish policies concerning the assessment of interest for delinquent accounts. The Association may bring an action at law to collect the amount of the assessment, together with interest, costs, and reasonable attorney's fees for such action, or take any action to perfect and collect on the lien involved.

(h) Property Subject to Assessment. All lots within the properties, including lots owned by Declarant, shall be subject to assessment by the Association as herein provided.

ARTICLE III.

ENFORCEMENT

Section 1: These covenants and restrictions shall operate as covenants running with the land for the benefit of any and all persons or entities who now may own, or who may hereafter own, any one or more of the above-described lots and such persons, entities and the Association are hereby specifically given the right to enforce these restrictions through any proceeding, at law

or in equity, against any persons or entities violating or threatening to violate such restrictions and covenants, and to recover any damages suffered by them from any violations thereof.

Section 2. In addition to the remedy set forth above, Declarant reserves the right to enforce any restrictions or covenants herein contained by any other appropriate action at its option.

Section 3. In the event that any legal proceeding is instituted by the Association against any lot owner who is alleged to have violated one or more of the provisions of this declaration, and should the Association be wholly or partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including any reasonable attorney's fee.

ARTICLE IV.

AMENDMENT

This Declaration, or any part hereof, may be amended or modified upon the recording of an instrument signed by the owners of two-thirds (2/3) of the lots agreeing to such amendment or modification.

ARTICLE V.

CONCLUSION

1. ENFORCEMENT AND CONCLUSION:

Any provisions herein may be enforced by any owner of any portion of the area included within the plat, or by the developer, either by an action for damages arising out of a violation, or by an action to restrain continuing violation or in any other manner permitted by law. In any action of any kind for the enforcement of these restrictions, if the relief paid for is granted in whole or in part, the applicant for the relief shall be entitled to recover necessary costs of the action, including attorney's fees.

Each, every and all of the restrictions herein contained shall attach to and run with the title to the real property hereinabove described, and every parcel thereof, including all titles, interests, and estates therein, and the same shall conclude and bind the undersigned and all subsequent owners, their heirs, assigns, and personal representatives, and each and every person owning, claiming, holding or occupying any part or portion of said real property with the same force and effect as if the same were expressly embodied and set forth in each and every subsequent conveyance and contract relating to said real property.

Any invalidation of any one or more of these restrictions by judgment or order of a court of competent jurisdiction shall in no way affect any of the other provisions herein contained which shall continue and remain in full force and effect.

The rights of Declarant hereunder shall continue until all of the aforesaid real property be sold, at which time said rights shall vest in a majority of the then owners of the parcels comprising the above described real property.

IN WITNESS WHEREOF, said Declarant has executed this Declaration of Restrictions this 25 day of Sept, 1984.

VALLEY GARDEN GOLF VILLAGE,
a Limited Partnership

By: Dan Leadbetter
Dan Leadbetter, General Partner

STATE OF MONTANA

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: ss.

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County of Madison

On this 25th day of September, 1984, before me,

the undersigned, a Notary Public for the State of Montana, personally appeared DAN LEADBETTER, known to me to be a General Partner of VALLEY GARDEN GOLF VILLAGE, a Limited Partnership, and acknowledged to me that he executed the within instrument for and on behalf of said Limited Partnership.

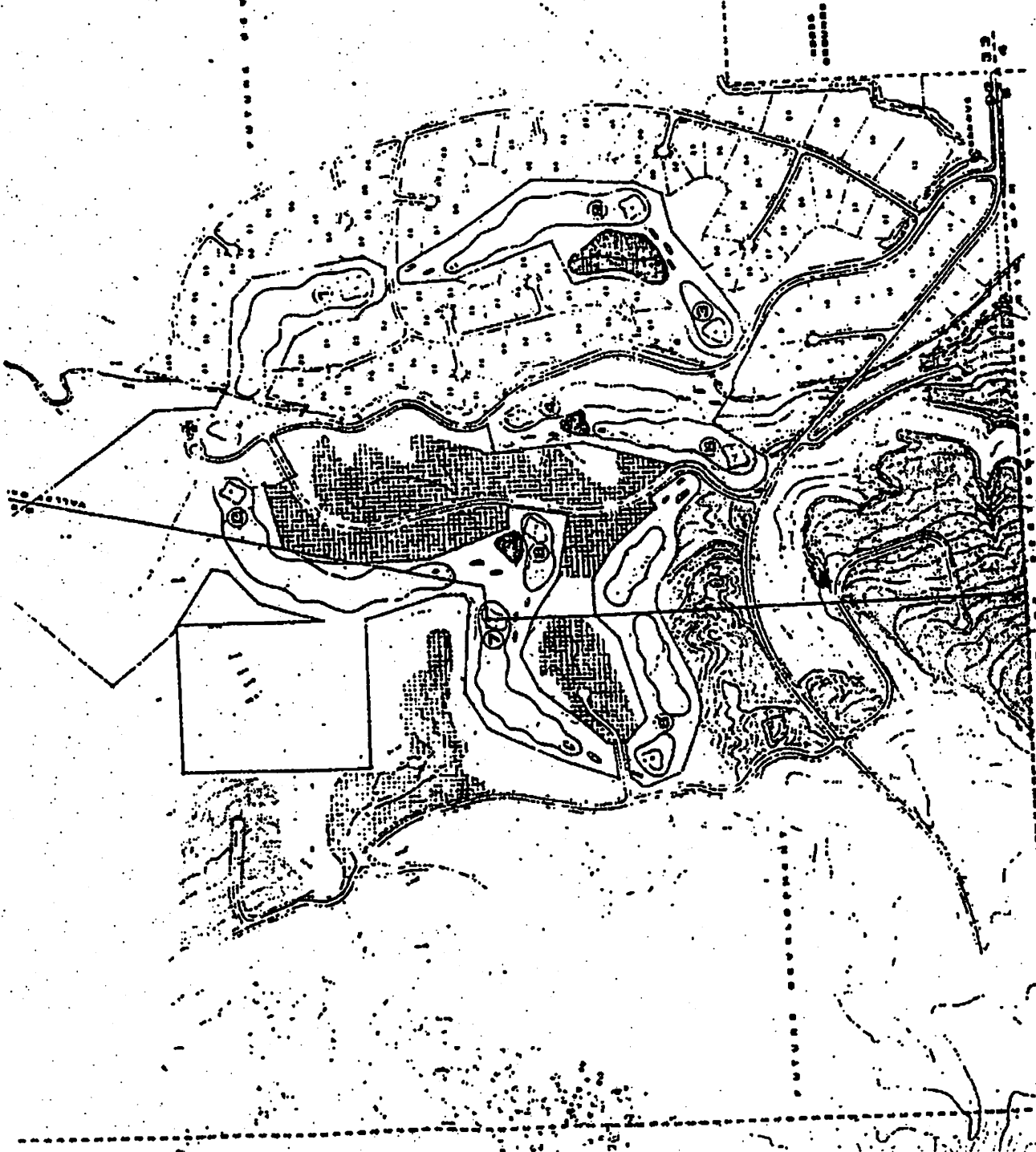
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Notarial Seal the day and year first above written.



Laura W. Dyer
Notary Public for the State of Montana
Residing at Ennis, Montana
My Commission expires March 19, 1985



SEE US AND SCHEDULE
OUR WORK
WE ARE INTERESTED
IN YOUR BUSINESS



VALLEY GARDEN GOLF VILLAGE
ENNIS MONTANA

11/22/83

That certain real property located in Madison County,
State of Montana, more particularly described as follows:

TRACT NO. 1

A tract of land situated within the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 32, T. 5 S., R. 1 W., P.M.M., being more particularly described as follows: Beginning at the South 1/4 Section corner of Section 32, T. 5 S., R. 1 W., P.M.M.; thence N. 00° 21' 39" E. a distance of 1796.84 feet along the North-South Centerline of said Section 32 to a point on the South'ly boundary of Tract 2-A of Certificate of Survey No. 393; thence along the boundary of said Tract 2-A the following courses: Through an Arc of 43° 03' 50" to the right, radius of 200.00 feet, arc length of 150.32 feet, the long chord of which bears S. 82° 41' 13" E. a distance of 146.81 feet; S. 61° 09' 18" E. a distance of 133.25 feet; through an arc of 41° 04' 35" to the left, radius of 168.40 feet, arc length of 120.73 feet, the long chord of which bears S. 81° 41' 34" E. a distance of 118.16 feet; to a point of reverse curve; through an arc of 54° 58' 00" to the right, radius of 160.00 feet, arc length of 153.50 feet, the long chord of which bears S. 74° 44' 54" E. a distance of 147.68 feet; S. 47° 15' 53" E. a distance of 100.91 feet; through an arc of 167° 55' 38" to the left, radius of 60.00 feet, arc length of 175.85 feet, the long chord of which bears N. 48° 46' 18" E. a distance of 119.34 feet; N. 35° 11' 31" W. a distance of 183.93 feet; S. 61° 49' 17" W. a distance of 63.53 feet; N. 40° 25' 15" W. a distance of 310.00 feet; N. 57° 06' 38" W. a distance of 178.63 feet; S. 88° 27' 07" W. a distance of 170.64 feet, to a point on the North-South Centerline of Section 32, T. 5 S. R. 1 W., P.M.M.; thence N. 00° 21' 39" E. a distance of 276.62 feet along said North-South Centerline to a point on the South'ly boundary of Tract 1-A of Certificate of Survey No. 393; thence along the boundary of said Tract 1-A the following courses: S. 57° 21' 53" E. a distance of 220.68 feet; S. 80° 46' 28" E. a distance of 318.12 feet; through an arc of 09° 02' 57" to the left, radius of 1800.00 feet, arc length of 284.28 feet, the long chord of which bears N. 10° 45' 22" E. a distance of 283.99 feet; N. 87° 58' 22" W. a distance of 113.07 feet; N. 19° 55' 20" W. a distance of 402.06 feet; N. 01° 07' 34" W. a distance of 347.47 feet, to a point on the boundary between the Rice Ranches and the Valley Garden Ranch; thence along said boundary, N. 13° 17' 03" E. a distance of 329.83 feet to a point on the boundary of Tract 1-A of Certificate of Survey No. 393; thence along the boundary of said Tract 1-A the following courses: N. 28° 52' 32" E. a distance of 49.78 feet; N. 76° 00' 23" E. a distance of 326.70 feet; S. 28° 04' 21" W. a distance of 34.00 feet; S. 24° 38' 18" E. a distance of 146.32 feet; N. 62° 53' 08" E. a distance of 224.89 feet:

through an arc of $52^{\circ} 28' 14''$ to the right, radius of 362.07 feet, arc length of 331.58 feet, the long chord of which bears S. $03^{\circ} 46' 12''$ E. a distance of 320.11 feet, to a point of reverse curve: through an arc of $51^{\circ} 18' 53''$ to the left, radius of 161.69 feet, arc length of 144.81 feet, the long chord of which bears S. $03^{\circ} 11' 32''$ E. a distance of 140.02 feet: S. $28^{\circ} 50' 58''$ E. a distance of 148.44 feet: through an arc of $65^{\circ} 16' 37''$ to the right, radius of 140.00 feet, arc length of 159.50 feet, the long chord of which bears S. $03^{\circ} 47' 20''$ W. a distance of 151.02 feet: S. $36^{\circ} 25' 39''$ W. a distance of 94.56 feet: through an arc of $64^{\circ} 47' 16''$ to the left, radius of 200.00 feet, arc length of 226.15 feet, the long chord of which bears S. $04^{\circ} 02' 01''$ W. a distance of 214.30 feet: S. $77^{\circ} 10' 53''$ W. a distance of 143.00 feet: S. $05^{\circ} 13' 09''$ E. a distance of 417.73 feet: S. $16^{\circ} 05' 43''$ W. a distance of 472.52 feet: S. $12^{\circ} 05' 56''$ E. a distance of 25.30 feet: Through an arc of $57^{\circ} 05' 56''$ to the right, radius of 120.00 feet, arc length of 119.59 feet, the long chord of which bears S. $16^{\circ} 27' 03''$ W. a distance of 114.70 feet: S. $45^{\circ} 00' 00''$ W. a distance of 118.29 feet: through an arc of $64^{\circ} 26' 49''$ to the left, radius of 140.00 feet, arc length of 157.47 feet, the long chord of which bears S. $12^{\circ} 46' 36''$ W. a distance of 149.30 feet, to a point of curve to curve: through an arc of $79^{\circ} 47' 57''$ to the left, radius of 117.97 feet, arc length of 164.30 feet, the long chord of which bears S. $59^{\circ} 20' 48''$ E. a distance of 151.34 feet: N. $80^{\circ} 45' 14''$ E. a distance of 32.06 feet: N. $36^{\circ} 36' 56''$ E. a distance of 315.20 feet: S. $56^{\circ} 23' 26''$ E. a distance of 196.92 feet, to the Northwest corner of Tract 4 of Certificate of Survey No. 393; thence along the boundary of said Tract 4 the following courses: S. $82^{\circ} 19' 22''$ E. a distance of 65.52 feet: S. $59^{\circ} 34' 27''$ E. a distance of 392.01 feet: through an arc of $52^{\circ} 54' 21''$ to the right, radius of 300.00 feet, arc length of 277.01 feet, the long chord of which bears S. $33^{\circ} 07' 17''$ E. a distance of 267.28 feet: S. $06^{\circ} 40' 06''$ E. a distance of 255.57 feet: through an arc of $45^{\circ} 00' 00''$ to the left, radius of 360.00 feet, arc length of 282.74 feet, the long chord of which bears S. $29^{\circ} 10' 06''$ E. a distance of 275.53 feet: S. $51^{\circ} 40' 06''$ E. a distance of 269.38 feet: through an arc of $51^{\circ} 16' 20''$ to the right, radius of 255.79 feet, arc length of 228.90 feet, the long chord of which bears S. $26^{\circ} 01' 57''$ E. a distance of 221.34 feet, to a point of curve to curve: through an arc of $90^{\circ} 00' 00''$ to the right, radius of 25.00 feet, arc length of 39.27 feet, the long chord of which bears S. $44^{\circ} 36' 17''$ W. a distance of 35.36 feet: S. $00^{\circ} 23' 46''$ E. a distance of 60.00 feet, to a point on the section line common to Section 32, T. 5 S., R. 1 W., and Section 5, T. 6 S., R. 1 W., P.M.M.; thence along said section line, S. $89^{\circ} 36' 14''$ W., a distance of 2126.97 feet to the South 1/4 section corner of Section 32, T. 5 S., R. 1 W., P.M.M., and the point of beginning. This tract contains 85.554 acres.

TRACT NO. 2

A tract of land situated within the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 32,

T. 5 S., R. 1 W., P.M.M., being more particularly described as follows: Beginning at a point on the section line common to said Sections 32 and 33, T. 5 S., R. 1 W., P.M.M., from which the Section corner common to said Sections 32 and 33 bears S. 00° 28' 39" W. a distance of 60.01 feet; thence from said point of beginning, N. 00° 28' 39" E. distance of 2609.59 feet to the 1/4 Section corner common to Sections 32 and 33, T. 5 S., R. 1 W., P.M.M.; thence N. 00° 28' 39" E. a distance of 142.27 feet to a corner; thence N. 89° 31' 21" W. a distance of 74.89 feet to a corner; thence N. 12° 31' 21" W. a distance of 439.95 feet to the beginning of a curve; thence through an arc of 42° 30' 00" to the left, radius of 1330.00 feet, arc length of 986.55 feet, the long chord of which bears N. 33° 46' 21" W. a distance of 964.08 feet, to a point of curve to curve; thence through an arc of 37° 00' 00" to the left, radius of 401.97 feet, arc length of 259.58 feet, the long chord of which bears N. 73° 31' 21" W. a distance of 255.09 feet to the end of curve; thence S. 87° 58' 39" W. a distance of 93.64 feet to the beginning of a curve; thence through an arc of 46° 11' 13" to the right, radius of 15.00 feet, arc length of 12.09 feet, the long chord of which bears N. 68° 55' 45" W. a distance of 11.77 feet, to the end of curve; thence N. 29° 35' 23" W. a distance of 487.06 feet to a corner; thence S. 05° 48' 56" W. a distance of 542.79 feet to a corner; thence S. 19° 17' 24" W. a distance of 211.90 feet to a corner No. 167 of Tract 1-A of Certificate of Survey No. 393; thence along the boundary of said Tract 1-A, the following courses: S. 85° 01' 28" E. a distance of 426.61 feet: S. 47° 35' 22" E. a distance of 140.86 feet: S. 09° 09' 21" E a distance of 553.05 feet: S. 30° 11' 30" W. a distance of 127.26 feet: West a distance of 96.86 feet: through an arc of 73° 50' 20" to the right, radius of 82.70 feet, arc length of 106.58 feet, the long chord of which bears N. 53° 04' 51" W. a distance of 99.35 feet, to a point of reverse curve: through an arc of 41° 18' 20" to the left, radius of 150.00 feet, arc length of 108.14 feet, the long chord of which bears N. 36° 48' 49" W. a distance of 105.81 feet: N. 05° 51' 05" W. a distance of 179.54 feet: N. 26° 44' 43" W. a distance of 142.22 feet: N. 62° 28' 22" W. a distance of 346.19 feet: S. 16° 05' 45" W. a distance of 140.00 feet: S. 08° 04' 21" W. a distance of 66.57 feet: N. 56° 15' 57" W. a distance of 55.00 feet: through an arc of 27° 27' 09" to the right, radius of 422.07 feet, arc length of 202.23 feet, the long chord of which bears S. 08° 44' 20" W. a distance of 200.30 feet, to a point of reverse curve: through an arc of 51° 18' 53" to the left, radius of 101.69 feet, arc length of 91.07 feet, the long chord of which bears S. 03° 11' 30" E. a distance of 88.06 feet: S. 28° 50' 58" E. a distance of 148.44 feet: through an arc of 65° 16' 37" to the right, radius of 200.00 feet, arc length of 227.86 feet, the long chord of which bears S. 03° 47' 21" W. a distance of 215.74 feet: S. 36° 25' 39" W. a distance of 94.56 feet: through an arc of 78° 23' 18" to the left, radius of 140.00 feet, arc length of 191.54 feet, the long chord of which bears S. 02° 45' 59" E. a distance of 176.94 feet: S. 41° 57' 38" E. a distance of 128.26 feet: through an arc of

20° 14' 25" to the right, radius of 435.00 feet, arc length of 153.67 feet, the long chord of which bears S. 31° 50' 26" E. a distance of 152.87 feet: S. 21° 43' 13" E. a distance of 350.93 feet: through an arc of 40° 23' 49" to the right, radius of 260.00 feet, arc length of 183.32 feet, the long chord of which bears S. 01° 31' 18" a distance of 179.54 feet: S. 18° 40' 36" W. a distance of 328.84 feet, to corner No. 32, common to Tract 1-A and Tract 4 of Certificate of Survey No. 393; thence S. 46° 53' 35" E. a distance of 80.44 feet to corner No. 20, common to Tract 3 and Tract 4 of Certificate of Survey No. 393; thence along the boundary of Tract 3 of said Certificate of Survey No. 393 the following courses: Through an arc of 57° 11' 32" to the right, radius of 150.00 feet, arc length of 149.73 feet, the long chord of which bears N. 45° 48' 59" E. a distance of 143.59 feet: N. 74° 24' 45" E. a distance of 31.76 feet: through an arc of 89° 16' 16" to the left, radius of 375.00 feet, arc length of 584.28 feet, the long chord of which bears N. 29° 46' 37" E. a distance of 526.95 feet: N. 14° 51' 31" W. a distance of 86.00 feet: N. 67° 25' 06" E. a distance of 231.77 feet: N. 19° 30' 57" W. a distance of 502.89 feet: N. 02° 33' 15" W. a distance of 269.27 feet: East a distance of 70.00 feet: S. 30° 18' 32" E. a distance of 315.06 feet: S. 35° 00' 43" E. a distance of 468.85 feet: S. 02° 30' 16" W. a distance of 503.48 feet: S. 26° 33' 54" W. a distance of 136.40 feet: S. 77° 22' 35" W. a distance of 196.76 feet: S. 55° 35' 12" W. a distance of 527.28 feet: S. 75° 08' 29" W. a distance of 101.39 feet, to corner No. 15, common to Tract 3 and Tract 4 of Certificate of Survey No. 393; thence along the boundary of said Tract 4 the following courses: S. 59° 34' 27" E. a distance of 170.88 feet: through an arc of 52° 54' 21" to the right, radius of 360.00 feet, arc length of 332.42 feet, the long chord of which bears S. 33° 07' 17" E. a distance of 320.73 feet: S. 06° 40' 06" E. a distance of 255.57 feet: through an arc of 45° 00' 00" to the left, radius of 300.00 feet, arc length of 235.62 feet, the long chord of which bears S. 29° 10' 06" E. a distance of 229.61 feet: S. 51° 40' 06" E. a distance of 269.38 feet: through an arc of 51° 16' 20" to the right, radius of 315.79 feet, arc length of 282.59 feet, the long chord of which bears S. 26° 01' 56" E. a distance of 273.26 feet, to a point of reverse curve: through an arc of 90° 00' 00" to the left, radius of 25.00 feet, arc length of 39.27 feet, the long chord of which bears S. 45° 23' 43" E. a distance of 35.36 feet: N. 89° 36' 14" E. a distance of 411.36 feet to the point of beginning. This tract contains 89.396 acres; excluding the following described tract of land belonging to the Montana Power Company, as monumented on the ground:

Beginning at the southeast corner of the tract herein being described, from which the Section corner common to Sections 32 and 33, T. 5 S., R. 1 W., P.M.M., bears S. 04° 05' 37" E. a distance of 280.81 feet; thence from said point of beginning, N. 89° 54' 32" W. a distance of 250.06 feet to the Southwest

corner; thence N. $00^{\circ} 03' 01''$ E. a distance of 299.78 feet to the Northwest corner; thence S. $89^{\circ} 58' 00''$ E. a distance of 249.99 feet to the Northeast corner; thence S. $00^{\circ} 02' 15''$ W. a distance of 300.04 feet to the Southeast corner of the tract herein being described and the point of beginning. This excluded tract contains 1.721 acres.
For a total of 87.675 acres in Tract 2.

EXHIBIT "B"

THE ARCHITECTURAL REVIEW COMMITTEE APPROVAL PROCESS

As provided in Article 27 of the Declaration of Restrictions, an Architectural Review Committee has been appointed consisting of three members, as follows:

1. Dan Leadbetter
2. One person from the Property Owners' Association
3. One person from the Ennis Golf Association

This Committee has formulated rules to establish the standards required in the construction of all residences and improvements in the homesites at Valley Garden Golf Village. These rules and regulations are intended to provide general guidelines for homesite owners and their architects and are not meant to be complete in all details. The Committee views its function as cooperative, whereby its members and the homesite owners can work together to achieve the best possible residential designs compatible with the unique Valley Garden Golf Village environment. The Architectural Review Committee does not seek to restrict taste or individual preferences, but rather to avoid harsh contrasts in the landscape, and to encourage and foster careful design so that there is harmony between the buildings and their sites and among the buildings themselves.

No improvement, excavation, fill or other work on any homesite may be made which in any way alters a homesite from its natural or improved state except upon strict compliance with the Declaration and the Architectural Review Committee

approval process. Pursuant to these documents, the right of an owner to construct or alter any improvement on his homesite or to make any excavation or add fill thereon, or to make any change in the natural or existing surface drainage thereof; to install any equipment or appurtenances whatsoever on the homesite or protruding through the walls, windows or roof of his residence; or to landscape the homesite is prohibited until the owner has obtained prior written approval therefor from the Architectural Review Committee.

An owner proposing to perform any such work must apply to the Architectural Review Committee for approval. This process requires the owner to submit plans at two points: When preliminary plans are ready - early enough to protect the owner from having to make expensive changes; and when the final working drawings are completed. These two stages are detailed as follows:

Preliminary Plans:

An owner must submit the following preliminary plans for the proposed work.

- A) Site plan at 1/8" = 1'0" showing existing and proposed site topography, building, garage, driveway, retaining and garden walls, site utilities, landscaped areas, pools and other site improvements.
- B) House plan at 1/8" = 1'0" showing floor plans for each floor.
- C) Elevations at 1/8" = 1'0" showing each exposed side of the proposed structure indicating proposed materials and colors for roofs, house walls, garden walls and fences.
- D) Sections at 1/8" = 1'0" through the structure and property commencing at one boundary and extending to the opposite end of the property,

and at least one other section running in a transverse direction.

- E) Sections at $1/8" = 1'0"$ or at appropriate scales showing outdoor planting areas, garden walls, and fences, and any exterior appurtenant structures.

The Architectural Review Committee will approve the submitted preliminary plans provided that they comply with the intent of the Architectural Review Committee rules. Approval may be dependent upon certain special conditions which are found by the Architectural Review Committee to be appropriate in each particular case. However, approval will not be unreasonably withheld. Approval will not be delayed for more than thirty (30) working days following a complete submittal without notifying the owner and/or his authorized representative in writing of the reasons for such delay. The absence of Architectural Review Committee approval within forty-five (45) working days of a complete submittal will be considered an approval.

If the Architectural Review Committee finds it necessary to disapprove a plan, the Declaration makes no provision for appeal to any other body. The Architectural Review Committee will attempt to be specific in indicating the reasons for disapproval. The owner may attempt to review those areas noted as unacceptable or submit a completely new plan.

Working drawings should not be started until the preliminary plans are approved.

Final Plans:

After obtaining the Architectural Review Committee's approval of his preliminary plans, and still prior to commencement of construction, an owner must submit to the Architectural Review Committee three (3) complete sets of the final working drawings and specifications for the building and site work prepared by or under the direct and responsible supervision of an architect or by a person with proven construction experience. These working drawings must include, without limitation, a plot plan showing easements, set back and contour lines, the location of all existing and/or proposed improvements, the proposed drainage plan, the location of all existing trees having a height in excess of six (6) feet and a trunk measuring six (6) inches or more in diameter at ground level and indicating which (if any) the owner plans to remove, and the location of all proposed utility installations. Also, the owner must indicate his proposed construction schedule. The plans and specifications must indicate all exterior materials, finishes and colors.

The Architectural Review Committee will review the working drawings and specifications submitted to it and will either approve or disapprove the same in writing within thirty (30) days. Review of final drawings is based on the Committee's review and approval of the preliminary submittal. If the final drawings reflect the conditions or approval for the preliminary submittal, final approval should follow without problem.

On approval of final plans, the Committee will

sign and put its seal on the final working drawings evidencing its consent to the proposed work. Any disapproval will set forth in writing the reasons for disapproval.

The Committee's seal does not represent an assurance that such plans and specifications are in conformance with established building codes, and the Architectural Review Committee Review process is not intended to detect errors and omissions in such plans and specifications. Before commencing construction, each owner must also obtain all permits required by Madison County and any other public or private agencies which may have jurisdiction over his homesite.

All approvals given by the Architectural Review Committee will be effective for a period of one year and will be deemed revoked if the owner has not commenced work within one year of the date of the Certificate of Architectural Review Committee approval. Once construction begins, an owner must pursue work in a timely fashion to completion. Unless otherwise provided for, all residences must be completed within sixteen (16) months after commencement of construction.

Landscape Plans:

A complete landscape plan must be submitted by each owner prior to completion of construction of his residence indicating all plant materials and their locations on the same detailed plot plan approved by the Architectural Review Committee as a part of its review of the final working drawings. This plan shall include fences, walls, trellises, arbors, decks, trees, ground covers, shrubs, exterior walkways,

sprinkler systems, slope stabilization, grading drainage and plant material list. Tree, shrub and plant selection is subject to review.

Additions, Remodels, Refinishings:

No additions, remodelling, changes of exterior finish, landscaping, decks, fences, balconies or other structures shall be constructed on any lot without the approval of the Architectural Review Committee. The submittal procedure shall be as outlined above except that only the working drawings need be submitted for review and approval.

Architectural Review Committee Fees:

All submissions to the Architectural Review Committee must be accompanied by a fee estimated to cover the Committee's expenses of reviewing the plans. The fee schedule is set by the Committee and may be revised from time to time. As of the date of publication of these Architectural Review Committee rules, the fee schedule is as follows:

Preliminary plans; completed working drawings and specifications; landscape plans ~~\$1000~~ \$500.

Submissions to the Architectural Review Committee may be made by contacting:

Dan Leadbetter
Valley Garden Ranch
P.O. Box 666
Ennis, Montana 59729

State of Montana Requirements:

The transfer of ownership cannot be completed until the second well (or backup well) is connected to the main water system. Any amendment to the covenants and/or by-laws which would affect this requirement must first be approved by the Water Quality Bureau.

EXHIBIT "C"

A tract of land located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, T5S, R1W, PMM Madison County, Montana described as follows:

Beginning at the southeast corner of said Section 32, Thence, N 00°28'39" E 60.01 feet on the east boundary line of said Section 32 to the point of intersection of said boundary line and the north boundary of a recorded 60 foot wide road easement said point being the southeast corner and the true point of beginning of the tract herein described; Thence, FIRST COURSE, N 00°28'39" E 520.13 feet on the east boundary line of said Section 32; Thence, SECOND COURSE, N 89°58'00" W 24.68 feet to the northeast corner of a tract of land recorded in Book 225 of Deeds on Page 880 in the office of the Clerk and Recorder of said county; Thence, THIRD COURSE, S 00°02'15" W 300.04 feet on the east boundary line of said recorded tract of land to the southeast corner of said recorded tract of land; Thence, FOURTH COURSE, N 89°54'32" W 250.00 feet on the south boundary line of said recorded tract of land to the southwest corner of said recorded tract of land; Thence FIFTH COURSE, S 00°03'01" W 222.36 feet to the north boundary line of the aforementioned 60 foot wide road easement; Thence, SIXTH COURSE, N 89°36'14" E 270.75 feet on the north boundary of said easement to the true point of beginning.

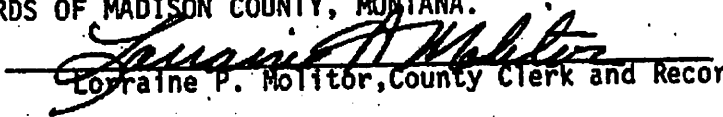
Said tract of land as herein described contains 1.54 acres.

Filed for Record on the 26th. Day of SEPTEMBER, A.D., 1984 at 2:30 O'clock P.M. and recorded in BOOK 303, PAGE 479 - 507, RECORDS OF MADISON COUNTY, MONTANA.

Fee \$72.50

Return to:

DAN LEADBETTER
VALLEY GARDEN GOLF VILLAGE
P.O. BOX 666
ENNIS, MT. - 59729


Lorraine P. Molitor, County Clerk and Recorder

Indexed
Filed

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BOOK 287 PAGE 559

COVENANTS & RESTRICTIONS

VALLEY GARDEN GOLF VILLAGE - PHASE
ENNIS, MONTANA

Filed for record on the 29th day of
SEPTEMBER A. D. 1982 at 9:32
o'clock A. M. and recorded in Volume 287
of RECORDS on Page 559-
Records of Madison County, Montana 589
By *[Signature]*
County Recorder

DECLARATION OF RESTRICTIONS

DECLARATION OF RESTRICTIONS AND COVENANTS made

this _____ day of _____, 198____, by Valley
Garden Golf Village, a Limited Partnership, of the County of
Madison, State of Montana, hereinafter referred to as "Declarant,"
filed in the Office of the County Recorder of Madison County,
Montana, 29 September _____, 1982, in Book 287
Liens and Miscellaneous, File No. Page 559 -.589

WHEREAS, said Declarant is the owner of that
certain tract of land situate in the County of Madison,
State of Montana, and more particularly shown on Exhibit "A"
attached hereto and by this reference made a part hereof,
and

WHEREAS, Declarant desires to subject all of the
real property above described to the respective conditions,
restrictions, covenants and charges hereinafter set forth
for the benefit of the entire property above described.

Declarant states that the purpose of this Declaration
is to establish land use regulations and design criteria to
protect and enhance the value of the land by assuring that
the residences and other improvements constructed on the
homesites are in harmony with the natural beauty of the
area. As additional phases of homesites or residences are

created, they will also be governed by similar declarations so that the special character of the Valley Garden Golf Village will be preserved throughout.

NOW, THEREFORE, Declarant hereby declares that the property hereinabove described, and each and every part and parcel thereof shall be conveyed subject to the restrictions, covenants and charges hereinafter set forth, to-wit:

ARTICLE I.

RESTRICTIVE COVENANTS

1. GENERAL:

The above described real property and each and every part and parcel thereof shall be used solely for private single family residential purposes, and no part nor portion thereof shall at any time hereinafter be used for business or commercial purposes of any kind or character. Mobile homes or trailers will not be permitted, and pre-fab structures are discouraged but may be considered by the Architectural Review Committee. No nuisance shall at any time be maintained upon any part or portion of said real property. No swine, fowl, or other livestock shall be maintained thereon, including horses. Normal family pets are permitted. All pets or animals shall be controlled and restrained so as not to run at large.

2. GRADING:

All grading, excavation, fill and site work must be done only in accordance with drawings approved by the Architectural Review Committee, and in such a manner that

the condition of any adjacent homesites and drainage ways is not altered, obstructed or adversely affected.

Since it is expected that the design of the residence will be tailored to the homesite, not the site to the house, the grading of building pads shall be confined to the minimum amount necessary to provide for the architectural concepts. Cut slopes shall have the tops rounded to avoid unnatural sharp edges. Significant rock outcrops and existing trees shall be preserved wherever possible.

3. UTILITIES:

All residential utility, electric and telephone service lines must be underground. All piping must be concealed.

4. HEIGHT RESTRICTIONS:

One story structures are encouraged but two story residences will be permitted if the second story covers no more than 50% of the first story area. The maximum height for the two story section of any residence will be twenty-eight (28) feet.

The height of improvements or vegetation and trees on a building site shall not materially restrict the view of other home owners. The Architectural Review Committee shall be the sole judge of the suitability of such heights which will include landscaping, as well as structures.

5. BUILDING STYLE:

The Architectural Review Committee urges that all owners and their architects design buildings that reflect

the mountain and ranch style architecture. It is the intent of these Architectural Review Committee rules to encourage the growth of a residential community with a Montana ranch style spirit.

6. ROOFS:

Roof materials, color and shape are important to the view from other homesites and from the golf course and will be carefully reviewed by the Architectural Review Committee. Flat roofs and "A" frames are strongly discouraged.

Roofs shall be surfaced with wood shakes or shingles, or other approved materials and roof finishes shall be of minimum reflectivity. Roof colors shall have a value within the medium and dark range and earth colors are encouraged.

Although appurtenances on the roof tops such as mechanical equipment, ventilators, openings, solar collectors, and other devices are all admitted to, they are to be concealed from view, and will be controlled.

7. MATERIALS:

All structures on any homesite must be constructed with quality materials. The use of natural weathering materials, such as wood, stained or unstained, wood shingles or shakes, or native stone, is encouraged to harmonize with the environment. The use, placement, color and texture of these external building materials are all sensitive design concerns.

8. BUILDING WALLS:

Building walls shall be of minimum reflectivity and natural earth colors are encouraged. No reflective finishes (other than paint and glass) may be used on exterior surfaces. Owners must submit samples of colors to be used. A complete color scheme must be submitted when changes in color are desired.

Architectural Review Committee approval is not required to repaint a structure in its original colors.

9. BUILDING SETBACKS:

As a general rule, building setbacks for front yards shall be forty (40) feet, for side yards twenty (20) feet, or ten percent (10%) of the width of the lot, whichever is greater, and for rear yards forty (40) feet. No improvements shall be constructed within 40 feet of any lot line bordering the golf course or the open space which is to be controlled by a Property Owners' Association. To encourage good siting of a residence, the Architectural Review Committee will consider variances in these setbacks.

10. SIZE RESTRICTIONS:

No residence shall be constructed on any lot which is less than 1200 square feet on the ground level. The Architectural Review Committee has not formulated any maximum sizes but wishes to encourage coverages that leave a feeling of ample open area on each homesite.

11. PARKING:

All residences must have a minimum of two and a

maximum of four spaces for automobiles. Any covered parking shall be architecturally integrated with the total site development. Uncovered parking shall be designed to limit the visibility of parked automobiles from the roadways and other homesites.

-- 12. DRAINAGE:

Site development shall provide for proper drainage using natural channels whenever possible. Drainage transitions shall be provided in such a manner so as to prevent discharge on to adjacent lots and to blend with the natural topography of the homesite.

13. EXTERIOR LIGHTING:

Exterior lighting may be installed so long as it is not a nuisance to any neighboring property and is approved by the Architectural Review Committee as part of an overall landscape plan for a homesite. The light source of any exterior lighting fixture must not be visible from neighboring property. Mercury vapor lamps are discouraged but if permitted must be in a warm tone and the source must be shielded from neighboring properties.

14. FENCES AND WALLS:

No fence or wall may be constructed on any homesite unless and until approved by the Architectural Review Committee, and then only in strict accordance with the terms of approval. Perimeter walls or fences are strongly discouraged.

Whenever a fence or wall by the nature of its construction and materials has a "good side," the good side

must face outward from the property towards adjacent property, adjacent roadway, etc.

15. ADDITIONS AND ENCLOSURES:

Any additions or enclosures to buildings must have the approval of the Architectural Review Committee. In general, additions and enclosures must have matching materials, details, colors, and be in appropriate scale to the existing dwelling. Further, the architectural theme and general quality of the existing dwelling must be maintained.

16. BARBEQUE PITS, HOT HOUSES, STORAGE AND TOOL SHEDS:

Barbeque pits, hot houses, storage and tool sheds and similar structures which are visible from a street or adjacent property will be considered on individual merit.

17. SWIMMING POOLS:

Swimming pools, whirlpool spas or hot tubs constructed above grade (on the ground) may be permitted, provided they are not readily visible from the street or neighboring property.

Applicants for swimming pools, whirlpool spas or hot tubs must concurrently submit details for abatement of filter and skimmer noise. The pump and motor of the filter and skimmer unit shall be adequately soundproofed in order to prevent nuisance to adjacent property occupants.

18. SERVICE YARD:

An enclosed service yard shall be provided containing space for trash receptacles, outside clothes drying and other maintenance or service facilities, all not visible.

from neighboring homesites, the golf course, roads, or the open space lot. There shall be no dumping or incineration of garbage within the premises.

19. LANDSCAPING:

A complete landscape plan must be submitted by each owner prior to the completion of construction of his residence and all landscaping is to be done only in conformance with a plan approved by the Architectural Review Committee.

A variety of plant materials, lawn area and other outdoor uses are encouraged within the homesite. Shrubs or trees such as certain cottonwoods and poplars which grow to significant heights and which might interfere with views from other homesites are not encouraged. The owner of each homesite shall control the weeds and all noxious plants on his property.

20. OUTBUILDINGS AND CONSTRUCTION SHEDS:

No outbuildings shall be erected or maintained upon a building site prior to the start of construction of a residence, and no trailer, mobile home, camper, basement, tent, teepee, shack, garage or other outbuildings shall be erected upon any part of a site for use as a temporary or permanent residence, nor shall any residence of a temporary or pre-fab character be permitted thereon. Approval must be obtained from the Architectural Review Committee for the location of any and all construction or temporary structures. Construction trailers or shacks that are in disrepair or obnoxious will not be permitted. All temporary structures

shall be removed within 30 days after the completion of construction.

21. RECREATION VEHICLES & BOATS:

R. V. vehicles, boats, trailers, etc., shall not be stored in the open on any building site or where they are visible from the golf course, roads or adjacent or neighboring properties. If built-in facilities are not provided upon a building site for R. V. vehicles or boats, etc., they must be stored within a fence and locked storage area provided by the developer north of the rodeo grounds or they will not be permitted within this development.

22. PROPERTY OWNERS' ASSOCIATION:

A Property Owners' Association shall be formed to provide for the care and maintenance of the private roads, water system, open spaces, and general care and control of all common matters. The Property Owner's Association however is not responsible for providing fire protection.

23. JOB SITE SANITATION, CLEAN-UP AND DUST CONTROL:

Each job site shall have a chemical toilet placed in an inconspicuous location as possible. Because of wind, and for visual reasons, daily clean-up of areas surrounding the construction site must be maintained by the General Contractor. Dust control must be maintained and daily or more frequent watering will be required when the conditions demand. Re-vegetation will be a required part for all disturbed areas.

24. HUNTING:

No hunting of, shooting at or harassing of birds,

animals or any wildlife will be permitted.

25. DOGS:

All dogs shall be strictly controlled by their owners to prevent any interference of cattle on surrounding properties.

26. CONSTRUCTION COMPLETION:

Construction of any structure or private home must be completed within sixteen (16) months from the date of commencement of said construction.

27. ARCHITECTURAL REVIEW COMMITTEE:

An Architectural Review Committee shall be appointed by the developer and will consist of three members. This committee shall review and approve all new construction, remodel and landscape plans for all sites within the Golf Village. Architectural Review Committee approval for all construction shall be as outlined in the attached Architectural Review Committee approval process, designated as Exhibit "B".

ARTICLE II.

ASSOCIATION

1. FORMATION OF ASSOCIATION:

Declarant shall cause to be formed a non-profit corporation under the laws of the State of Montana, membership in which shall be limited to the purchasers or owners of all or part of the above-described lots. The sole purpose of the Association shall be to carry on the functions described in the recitals of this declaration. In addition, said

Association shall be empowered to buy, own, sell, assign, mortgage or lease any interest in real estate or personal property and to maintain and operate improvements thereon necessary or incidental to the accomplishment of the purposes set forth above; further, said Association shall be empowered to borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business, and to secure the same as the Association may deem proper, and to accomplish such other lawful purposes and objectives as may be approved by the board of directors of said Association.

2. MEMBERSHIP:

Every person or entity who is a record equitable owner of any lot, including buyers under a contract for deed and contract sellers, which is subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation and, further, is not intended to include mortgagees, beneficiaries under a deed of trust, or lien claimants. All members of the Association shall be governed and controlled by its articles of incorporation and by-laws.

3. VOTING RIGHTS:

The Association shall have one class of voting membership and shall consist of all owners of lots who shall be entitled to one vote for each lot owned. When more than

one person holds an interest or interests in any lot, the vote for such lot shall be exercised as they among themselves determine.

4. ASSESSMENTS:

(a) Creation of Lien and Obligation. The owner of each lot covenants, and each owner of any lot by acceptance of a deed or contract for purchase of any lot within the properties, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to be a member of the Association, and shall be subject to the assessments and duly enacted by-laws and other rules and regulations of the Association. All assessments of the Association, together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the real property and shall constitute a lien upon the lot against which assessment is made. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Madison County a verified account of the assessments due, together with a correct description of the property to be charged with such lien, but any error or mistake in the account or description shall not affect the validity of the lien, if the property can be identified by the description. The priority of such lien shall be determined as of the time of filing with the Madison County Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Each such assessment, together with interest thereon and costs of collection thereof as herein provided,

shall also be the personal obligation of the owner of such lot at the time when such assessment became due. The Board of Directors of the Association may establish rules and regulations concerning the collection of obligations and the perfecting of liens.

(b) Purpose of Assessments. Assessments levied by the Association shall be used exclusively for those purposes enumerated above, and for the promotion of the recreation, health, safety and welfare of the residents of the above-described real property and in particular for the improvement and maintenance of the properties, services and facilities devoted to those purposes, and of the residential dwellings situated upon the real property.

(c) Rate of Assessments. Assessments for services shall be based on a flat rate and shall be fixed at a uniform rate per lot.

(d) Types of Assessments. Assessments shall be fixed by the Association to fulfill its purposes, in accordance with the following guidelines:

(1) Annual Routine and Service Assessments. Annual routine and service assessments shall be utilized to provide for the administration of the Association, to provide funds for payment of routine expenses and maintenance, to provide services, and to provide funds for such other purposes as the Association may determine consistent with the purposes of said Association. Such assessments shall be set annually, and shall be only authorized upon a majority vote of Association.

members who are voting in person or by proxy at a meeting duly called to consider such assessment.

(2) Improvements Assessments. The Association may levy in any year a special assessment for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair or replacement of a 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 members who are entitled to vote in person or by proxy at a meeting duly called to consider such capital improvement assessment.

(3) Emergency Assessments. The Board of Directors of the Association is authorized to levy in any assessment year an emergency assessment which shall not exceed two (2) times the amount of the routine assessment for that year. Additional emergency assessments shall have the approval of a simple majority of the votes of members who are voting in person or by proxy at a meeting duly called to consider such additional emergency assessment. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damages or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.

(4) Compliance Assessments. In addition to

the other assessments herein provided, the Association may levy an assessment for the purpose of defraying costs, including legal fees, to enforce this Declaration. Any such assessment shall have the approval of a simple majority of the votes of members who are voting in person or by proxy at a meeting duly called to consider such compliance assessment. The Board of Directors is authorized to return funds assessed hereunder if, in connection with such enforcement, it recovers its costs.

(e) Commencement of Assessments. The Board of Directors is authorized to commence initial assessments as herein authorized at such time as it determines appropriate. Written notice of all assessments shall be sent to every owner subject thereto. The due dates of such assessment shall be established by the Board of Directors.

(f) Certificate of Payment. The Association shall at any time, upon demand, furnish a written certificate specifying whether the assessments levied against a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. Such a certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(g) Non-payment of Assessments. Any assessment or installment payments on assessments which are not paid when due shall be delinquent. The Association may establish policies concerning the assessment of interest for delinquent accounts. The Association may bring an action at law to

collect the amount of the assessment, together with interest, costs, and reasonable attorney's fees for such action, or take any action to perfect and collect on the lien involved.

(h) Property Subject to Assessment. All lots within the properties, including lots owned by Declarant, shall be subject to assessment by the Association as herein provided.

ARTICLE III.

ENFORCEMENT

Section 1: These covenants and restrictions shall operate as covenants running with the land for the benefit of any and all persons or entities who now may own, or who may hereafter own, any one or more of the above-described lots and such persons, entities and the Association are hereby specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any persons or entities violating or threatening to violate such restrictions and covenants, and to recover any damages suffered by them from any violations thereof.

Section 2. In addition to the remedy set forth above, Declarant reserves the right to enforce any restrictions or covenants herein contained by any other appropriate action at its option.

Section 3. In the event that any legal proceeding is instituted by the Association against any lot owner who is alleged to have violated one or more of the provisions of this declaration, and should the Association be wholly or

partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including any reasonable attorney's fee.

ARTICLE IV.

AMENDMENT

This Declaration, or any part hereof, may be amended or modified upon the recording of an instrument signed by the owners of two-thirds (2/3) of the lots agreeing to such amendment or modification.

ARTICLE V.

CONCLUSION

1. ENFORCEMENT AND CONCLUSION:

Any provisions herein may be enforced by any owner of any portion of the area included within the plat, or by the developer, either by an action for damages arising out of a violation, or by an action to restrain continuing violation or in any other manner permitted by law. In any action of any kind for the enforcement of these restrictions, if the relief paid for is granted in whole or in part, the applicant for the relief shall be entitled to recover necessary costs of the action, including attorney's fees.

Each, every and all of the restrictions herein contained shall attach to and run with the title to the real property hereinabove described, and every parcel thereof, including all titles, interests, and estates therein, and the same shall conclude and bind the undersigned and all subsequent owners, their heirs, assigns, and personal representatives.

and each and every person owning, claiming, holding or occupying any part or portion of said real property with the same force and effect as if the same were expressly embodied and set forth in each and every subsequent conveyance and contract relating to said real property.

Any invalidation of any one or more of these restrictions by judgment or order of a court of competent jurisdiction shall in no way affect any of the other provisions herein contained which shall continue and remain in full force and effect.

The rights of Declarant hereunder shall continue until all of the aforesaid real property be sold, at which time said rights shall vest in a majority of the then owners of the parcels comprising the above described real property.

IN WITNESS WHEREOF, said Declarant has executed this Declaration of Restrictions this 29 day of Sept 1982.

VALLEY GARDEN GOLF VILLAGE,
a Limited Partnership

By: Dan Leadbetter
Dan Leadbetter, General Partner

STATE OF MONTANA)
) :SS.
County of MADISON)

On this 29th day of September, 1982,
County Recorder for Madison County, Montana
before me, the undersigned, a ~~Notary Public~~ for the State of
me
Montana, personally appeared DAN LEADBETTER, known to ~~be~~ to
be a General Partner of VALLEY GARDEN GOLF VILLAGE, a
Limited Partnership, and acknowledged to me that he executed
the within instrument for and on behalf of said Limited
Partnership.

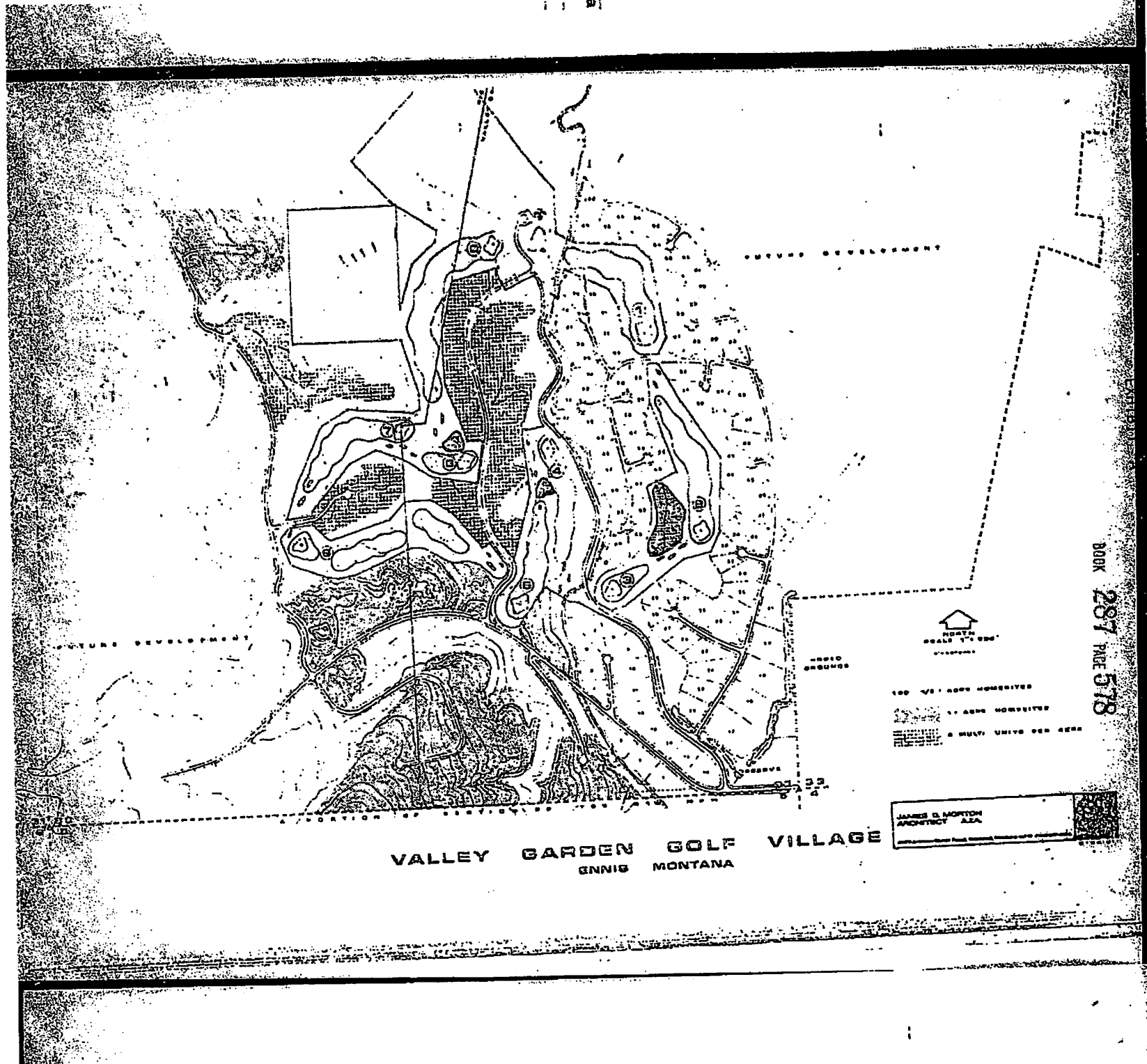
IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official Notarial Seal the day and year first
above written.

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

(NOTARIAL SEAL)

Lorraine P. Molitor
COUNTY RECORDER, MADISON COUNTY, MONTANA

Lorraine P. Molitor
Madison County Recorder
Box 366
Virginia City, MT 59755



BOOK 287 PAGE 578



- 100 +/- ACRE HOMESITES
- 1/2 ACRE HOMESITES
- A MULTI-UNITED PER ACRE

JAMES D. HORTON
ARCHITECT A.P.A.

VALLEY GARDEN GOLF VILLAGE
GNNIS MONTANA

That certain real property located in Madison County,
State of Montana, more particularly described as follows:

TRACT NO. 1

A tract of land situated within the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 32, T. 5 S., R. 1 W., P.M.M., being more particularly described as follows: Beginning at the South 1/4 Section corner of Section 32, T. 5 S., R. 1 W., P.M.M.; thence N. 00° 21' 39" E. a distance of 1796.84 feet along the North-South Centerline of said Section 32 to a point on the South'ly boundary of Tract 2-A of Certificate of Survey No. 393; thence along the boundary of said Tract 2-A the following courses: Through an Arc of 43° 03' 50" to the right, radius of 200.00 feet, arc length of 150.32 feet, the long chord of which bears S. 82° 41' 13" E. a distance of 146.81 feet; S. 61° 09' 18" E. a distance of 133.25 feet; through an arc of 41° 04' 35" to the left, radius of 168.40 feet, arc length of 120.73 feet, the long chord of which bears S. 81° 41' 34" E. a distance of 118.16 feet; to a point of reverse curve: through an arc of 54° 58' 00" to the right, radius of 160.00 feet, arc length of 153.50 feet, the long chord of which bears S. 74° 44' 54" E. a distance of 147.68 feet; S. 47° 15' 53" E. a distance of 100.91 feet; through an arc of 167° 55' 38" to the left, radius of 60.00 feet, arc length of 175.85 feet, the long chord of which bears N. 48° 46' 18" E. a distance of 119.34 feet; N. 35° 11' 31" W. a distance of 183.93 feet; S. 61° 49' 17" W. a distance of 63.53 feet; N. 40° 25' 15" W. a distance of 310.00 feet; N. 57° 06' 38" W. a distance of 178.63 feet; S. 88° 27' 07" W. a distance of 170.64 feet, to a point on the North-South Centerline of Section 32, T. 5 S. R. 1 W., P.M.M.; thence N. 00° 21' 39" E. a distance of 276.62 feet along said North-South Centerline to a point on the South'ly boundary of Tract 1-A of Certificate of Survey No. 393; thence along the boundary of said Tract 1-A the following courses: S. 57° 21' 53" E. a distance of 220.68 feet; S. 80° 46' 28" E. a distance of 318.12 feet; through an arc of 09° 02' 57" to the left, radius of 1800.00 feet, arc length of 284.28 feet, the long chord of which bears N. 10° 45' 22" E. a distance of 283.99 feet; N. 87° 58' 22" W. a distance of 113.07 feet; N. 19° 55' 20" W. a distance of 402.06 feet; N. 01° 07' 34" W. a distance of 347.47 feet, to a point on the boundary between the Rice Ranches and the Valley Garden Ranch; thence along said boundary, N. 13° 17' 03" E. a distance of 329.83 feet to a point on the boundary of Tract 1-A of Certificate of Survey No. 393; thence along the boundary of said Tract 1-A the following courses: N. 28° 52' 32" E. a distance of 49.78 feet; N. 76° 00' 23" E. a distance of 326.70 feet; S. 28° 04' 21" W. a distance of 34.00 feet; S. 24° 38' 18" E. a distance of 146.32 feet; N. 62° 53' 08" E. a distance of 224.89 feet:

through an arc of $52^{\circ} 28' 14''$ to the right, radius of 362.07 feet, arc length of 331.58 feet, the long chord of which bears $S. 03^{\circ} 46' 12'' E.$ a distance of 320.11 feet, to a point of reverse curve: through an arc of $51^{\circ} 18' 53''$ to the left, radius of 161.69 feet, arc length of 144.81 feet, the long chord of which bears $S. 03^{\circ} 11' 32'' E.$ a distance of 140.02 feet: $S. 28^{\circ} 50' 58'' E.$ a distance of 148.44 feet: through an arc of $65^{\circ} 15' 37''$ to the right, radius of 140.00 feet, arc length of 159.50 feet, the long chord of which bears $S. 03^{\circ} 47' 20'' W.$ a distance of 151.02 feet: $S. 36^{\circ} 25' 39'' W.$ a distance of 94.56 feet: through an arc of $64^{\circ} 47' 16''$ to the left, radius of 200.00 feet, arc length of 226.15 feet, the long chord of which bears $S. 04^{\circ} 02' 01'' W.$ a distance of 214.30 feet: $S. 77^{\circ} 10' 53'' W.$ a distance of 143.00 feet: $S. 05^{\circ} 13' 09'' E.$ a distance of 417.73 feet: $S. 16^{\circ} 05' 43'' W.$ a distance of 472.52 feet: $S. 12^{\circ} 05' 56'' E.$ a distance of 25.30 feet: Through an arc of $57^{\circ} 05' 56''$ to the right, radius of 120.00 feet, arc length of 119.59 feet, the long chord of which bears $S. 16^{\circ} 27' 03'' W.$ a distance of 114.70 feet: $S. 45^{\circ} 00' 00'' W.$ a distance of 118.29 feet: through an arc of $64^{\circ} 26' 49''$ to the left, radius of 140.00 feet, arc length of 157.47 feet, the long chord of which bears $S. 12^{\circ} 46' 36'' W.$ a distance of 149.30 feet, to a point of curve to curve: through an arc of $79^{\circ} 47' 57''$ to the left, radius of 117.97 feet, arc length of 164.30 feet, the long chord of which bears $S. 59^{\circ} 20' 48'' E.$ a distance of 151.34 feet: $N. 80^{\circ} 45' 14'' E.$ a distance of 32.06 feet: $N. 36^{\circ} 36' 56'' E.$ a distance of 315.20 feet: $S. 56^{\circ} 23' 26'' E.$ a distance of 196.92 feet, to the Northwest corner of Tract 4 of Certificate of Survey No. 393; thence along the boundary of said Tract 4 the following courses: $S. 82^{\circ} 19' 22'' E.$ a distance of 65.52 feet: $S. 59^{\circ} 34' 27'' E.$ a distance of 392.01 feet: through an arc of $52^{\circ} 54' 21''$ to the right, radius of 300.00 feet, arc length of 277.01 feet, the long chord of which bears $S. 33^{\circ} 07' 17'' E.$ a distance of 267.28 feet: $S. 06^{\circ} 40' 06'' E.$ a distance of 255.57 feet: through an arc of $45^{\circ} 00' 00''$ to the left, radius of 360.00 feet, arc length of 282.74 feet, the long chord of which bears $S. 29^{\circ} 10' 06'' E.$ a distance of 275.53 feet: $S. 51^{\circ} 40' 06'' E.$ a distance of 269.38 feet: through an arc of $51^{\circ} 16' 20''$ to the right, radius of 255.79 feet, arc length of 228.90 feet, the long chord of which bears $S. 26^{\circ} 01' 57'' E.$ a distance of 221.34 feet, to a point of curve to curve: through an arc of $90^{\circ} 00' 00''$ to the right, radius of 25.00 feet, arc length of 39.27 feet, the long chord of which bears $S. 44^{\circ} 36' 17'' W.$ a distance of 35.36 feet: $S. 00^{\circ} 23' 46'' E.$ a distance of 60.00 feet, to a point on the section line common to Section 32, T. 5 S., R. 1 W., and Section 5, T. 6 S., R. 1 W., P.M.M.; thence along said section line, $S. 89^{\circ} 36' 14'' W.$, a distance of 2126.97 feet to the South 1/4 section corner of Section 32, T. 5 S., R. 1 W., P.M.M., and the point of beginning. This tract contains 85.554 acres.

TRACT NO. 2

A tract of land situated within the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 32,

T. 5 S., R. 1 W., P.M.M., being more particularly described as follows: Beginning at a point on the section line common to said Sections 32 and 33, T. 5 S., R. 1 W., P.M.M., from which the Section corner common to said Sections 32 and 33 bears S. 00° 28' 39" W. a distance of 60.01 feet; thence from said point of beginning, N. 00° 28' 39" E. distance of 2609.59 feet to the 1/4 Section corner common to Sections 32 and 33, T. 5 S., R. 1 W., P.M.M.; thence N. 00° 28' 39" E. a distance of 142.27 feet to a corner; thence N. 89° 31' 21" W. a distance of 74.89 feet to a corner; thence N. 12° 31' 21" W. a distance of 439.95 feet to the beginning of a curve; thence through an arc of 42° 30' 00" to the left, radius of 1330.00 feet, arc length of 986.55 feet, the long chord of which bears N. 33° 46' 21" W. a distance of 964.08 feet, to a point of curve to curve; thence through an arc of 37° 00' 00" to the left, radius of 401.97 feet, arc length of 259.58 feet, the long chord of which bears N. 73° 31' 21" W. a distance of 255.09 feet to the end of curve; thence S. 87° 58' 39" W. a distance of 93.64 feet to the beginning of a curve; thence through an arc of 46° 11' 13" to the right, radius of 15.00 feet, arc length of 12.09 feet, the long chord of which bears N. 68° 55' 45" W. a distance of 11.77 feet, to the end of curve; thence N. 29° 35' 23" W. a distance of 487.06 feet to a corner; thence S. 05° 48' 56" W. a distance of 542.79 feet to a corner; thence S. 19° 17' 24" W. a distance of 211.90 feet to a corner No. 167 of Tract 1-A of Certificate of Survey No. 393; thence along the boundary of said Tract 1-A, the following courses: S. 85° 01' 28" E. a distance of 426.61 feet: S. 47° 35' 22" E. a distance of 140.86 feet: S. 09° 09' 21" E a distance of 553.05 feet: S. 30° 11' 30" W. a distance of 127.26 feet: West a distance of 96.86 feet: through an arc of 73° 50' 20" to the right, radius of 82.70 feet, arc length of 106.58 feet, the long chord of which bears N. 53° 04' 51" W. a distance of 99.35 feet, to a point of reverse curve: through an arc of 41° 18' 20" to the left, radius of 150.00 feet, arc length of 108.14 feet, the long chord of which bears N. 36° 48' 49" W. a distance of 105.81 feet: N. 05° 51' 05" W. a distance of 179.54 feet: N. 26° 44' 43" W. a distance of 142.22 feet: N. 62° 28' 22" W. a distance of 346.19 feet: S. 16° 05' 45" W. a distance of 140.00 feet: S. 08° 04' 21" W. a distance of 66.57 feet: N. 56° 15' 57" W. a distance of 55.00 feet: through an arc of 27° 27' 09" to the right, radius of 422.07 feet, arc length of 202.23 feet, the long chord of which bears S. 08° 44' 20" W. a distance of 200.30 feet, to a point of reverse curve: through an arc of 51° 18' 53" to the left, radius of 101.69 feet, arc length of 91.07 feet, the long chord of which bears S. 03° 11' 30" E. a distance of 88.06 feet: S. 28° 50' 58" E. a distance of 148.44 feet: through an arc of 65° 16' 37" to the right, radius of 200.00 feet, arc length of 227.86 feet, the long chord of which bears S. 03° 47' 21" W. a distance of 215.74 feet: S. 36° 25' 39" W. a distance of 94.56 feet: through an arc of 76° 23' 18" to the left, radius of 140.00 feet, arc length of 191.54 feet, the long chord of which bears S. 02° 45' 59" E. a distance of 176.94 feet: S. 41° 57' 38" E. a distance of 128.26 feet: through an arc of

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20° 14' 25" to the right, radius of 435.00 feet, arc length of 153.67 feet, the long chord of which bears S. 31° 50' 26" E. a distance of 152.87 feet: S. 21° 43' 13" E. a distance of 350.93 feet: through an arc of 40° 23' 49" to the right, radius of 260.00 feet, arc length of 183.32 feet, the long chord of which bears S. 01° 31' 18" a distance of 179.54 feet: S. 18° 40' 36" W. a distance of 328.84 feet, to corner No. 32, common to Tract 1-A and Tract 4 of Certificate of Survey No. 393; thence S. 46° 53' 35" E. a distance of 80.44 feet to corner No. 20, common to Tract 3 and Tract 4 of Certificate of Survey No. 393; thence along the boundary of Tract 3 of said Certificate of Survey No. 393 the following courses: Through an arc of 57° 11' 32" to the right, radius of 150.00 feet, arc length of 149.73 feet, the long chord of which bears N. 45° 48' 59" E. a distance of 143.59 feet: N. 74° 24' 45" E. a distance of 31.76 feet: through an arc of 89° 16' 16" to the left, radius of 375.00 feet, arc length of 584.28 feet, the long chord of which bears N. 29° 46' 37" E. a distance of 526.95 feet: N. 14° 51' 31" W. a distance of 86.00 feet: N. 67° 25' 06" E. a distance of 231.77 feet: N. 19° 30' 57" W. a distance of 502.89 feet: N. 02° 33' 15" W. a distance of 269.27 feet: East a distance of 70.00 feet: S. 30° 18' 32" E. a distance of 315.06 feet: S. 35° 00' 43" E. a distance of 468.85 feet: S. 02° 30' 16" W. a distance of 503.48 feet: S. 26° 33' 54" W. a distance of 136.40 feet: S. 77° 22' 35" W. a distance of 196.76 feet: S. 55° 35' 12" W. a distance of 527.28 feet: S. 75° 08' 29" W. a distance of 101.39 feet, to corner No. 15, common to Tract 3 and Tract 4 of Certificate of Survey No. 393; thence along the boundary of said Tract 4 the following courses: S. 59° 34' 27" E. a distance of 170.88 feet: through an arc of 52° 54' 21" to the right, radius of 360.00 feet, arc length of 332.42 feet, the long chord of which bears S. 33° 07' 17" E. a distance of 320.73 feet: S. 06° 40' 06" E. a distance of 255.57 feet: through an arc of 45° 00' 00" to the left, radius of 300.00 feet, arc length of 235.62 feet, the long chord of which bears S. 29° 10' 05" E. a distance of 229.61 feet: S. 51° 40' 06" E. a distance of 269.38 feet: through an arc of 51° 16' 20" to the right, radius of 315.79 feet, arc length of 282.59 feet, the long chord of which bears S. 26° 01' 56" E. a distance of 273.26 feet, to a point of reverse curve: through an arc of 90° 00' 00" to the left, radius of 25.00 feet, arc length of 39.27 feet, the long chord of which bears S. 45° 23' 43" E. a distance of 35.36 feet: N. 89° 36' 14" E. a distance of 411.36 feet to the point of beginning. This tract contains 89.396 acres; excluding the following described tract of land belonging to the Montana Power Company, as monumented on the ground:

Beginning at the southeast corner of the tract herein being described, from which the Section corner common to Sections 32 and 33, T. 5 S., R. 1 W., P.M.M., bears S. 04° 05' 37" E. a distance of 280.81 feet; thence from said point of beginning, N. 89° 54' 32" W. a distance of 250.06 feet to the Southwest

corner; thence N. 00° 03' 01" E. a distance of 299.78 feet to the Northwest corner; thence S. 89° 58' 00" E. a distance of 249.99 feet to the Northeast corner; thence S. 00° 02' 15" W. a distance of 300.04 feet to the Southeast corner of the tract herein being described and the point of beginning. This excluded tract contains 1.721 acres. For a total of 87.675 acres in Tract 2.

THE ARCHITECTURAL REVIEW COMMITTEE APPROVAL PROCESS

As provided in Article 27 of the Declaration of Restrictions, an Architectural Review Committee has been appointed consisting of three members, as follows:

1. Dan Leadbetter
2. One person from the Property Owners' Association
3. One person from the Ennis Golf Association

This Committee has formulated rules to establish the standards required in the construction of all residences and improvements in the homesites at Valley Garden Golf Village. These rules and regulations are intended to provide general guidelines for homesite owners and their architects and are not meant to be complete in all details. The Committee views its function as cooperative, whereby its members and the homesite owners can work together to achieve the best possible residential designs compatible with the unique Valley Garden Golf Village environment. The Architectural Review Committee does not seek to restrict taste or individual preferences, but rather to avoid harsh contrasts in the landscape, and to encourage and foster careful design so that there is harmony between the buildings and their sites and among the buildings themselves.

No improvement, excavation, fill or other work on any homesite may be made which in any way alters a homesite from its natural or improved state except upon strict compliance with the Declaration and the Architectural Review Committee

approval process. Pursuant to these documents, the right of an owner to construct or alter any improvement on his homesite or to make any excavation or add fill thereon, or to make any change in the natural or existing surface drainage thereof; to install any equipment or appurtenances whatsoever on the homesite or protruding through the walls, windows or roof of his residence; or to landscape the homesite is prohibited until the owner has obtained prior written approval therefor from the Architectural Review Committee.

An owner proposing to perform any such work must apply to the Architectural Review Committee for approval. This process requires the owner to submit plans at two points: When preliminary plans are ready - early enough to protect the owner from having to make expensive changes; and when the final working drawings are completed. These two stages are detailed as follows:

Preliminary Plans:

An owner must submit the following preliminary plans for the proposed work.

- A) Site plan at 1/8" = 1'0" showing existing and proposed site topography, building, garage, driveway, retaining and garden walls, site utilities, landscaped areas, pools and other site improvements.
- B) House plan at 1/8" = 1'0" showing floor plans for each floor.
- C) Elevations at 1/8" = 1'0" showing each exposed side of the proposed structure indicating proposed materials and colors for roofs, house walls, garden walls and fences.
- D) Sections at 1/8" = 1'0" through the structure and property commencing at one boundary and extending to the opposite end of the property.

and at least one other section running in a transverse direction.

- E) Sections at 1/8" = 1'0" or at appropriate scales showing outdoor planting areas, garden walls, and fences, and any exterior appurtenant structures.

The Architectural Review Committee will approve the submitted preliminary plans provided that they comply with the intent of the Architectural Review Committee rules. Approval may be dependant upon certain special conditions which are found by the Architectural Review Committee to be appropriate in each particular case. However, approval will not be unreasonably withheld. Approval will not be delayed for more than thirty (30) working days following a complete submittal without notifying the owner and/or his authorized representative in writing of the reasons for such delay. The absence of Architectural Review Committee approval within forty-five (45) working days of a complete submittal will be considered an approval.

If the Architectural Review Committee finds it necessary to disapprove a plan, the Declaration makes no provision for appeal to any other body. The Architectural Review Committee will attempt to be specific in indicating the reasons for disapproval. The owner may attempt to review those areas noted as unacceptable or submit a completely new plan.

Working drawings should not be started until the preliminary plans are approved.

Final Plans:

After obtaining the Architectural Review Committee's approval of his preliminary plans, and still prior to commencement of construction, an owner must submit to the Architectural Review Committee three (3) complete sets of the final working drawings and specifications for the building and site work prepared by or under the direct and responsible supervision of an architect or by a person with proven construction experience. These working drawings must include, without limitation, a plot plan showing easements, set back and contour lines, the location of all existing and/or proposed improvements, the proposed drainage plan, the location of all existing trees having a height in excess of six (6) feet and a trunk measuring six (6) inches or more in diameter at ground level and indicating which (if any) the owner plans to remove, and the location of all proposed utility installations. Also, the owner must indicate his proposed construction schedule. The plans and specifications must indicate all exterior materials, finishes and colors.

The Architectural Review Committee will review the working drawings and specifications submitted to it and will either approve or disapprove the same in writing within thirty (30) days. Review of final drawings is based on the Committee's review and approval of the preliminary submittal. If the final drawings reflect the conditions or approval for the preliminary submittal, final approval should follow without problem.

On approval of final plans, the Committee will

sign and put its seal on the final working drawings evidencing its consent to the proposed work. Any disapproval will set forth in writing the reasons for disapproval.

The Committee's seal does not represent an assurance that such plans and specifications are in conformance with established building codes, and the Architectural Review Committee Review process is not intended to detect errors and omissions in such plans and specifications. Before commencing construction, each owner must also obtain all permits required by Madison County and any other public or private agencies which may have jurisdiction over his homesite.

All approvals given by the Architectural Review Committee will be effective for a period of one year and will be deemed revoked if the owner has not commenced work within one year of the date of the Certificate of Architectural Review Committee approval. Once construction begins, an owner must pursue work in a timely fashion to completion. Unless otherwise provided for, all residences must be completed within sixteen (16) months after commencement of construction.

Landscape Plans:

A complete landscape plan must be submitted by each owner prior to completion of construction of his residence indicating all plant materials and their locations on the same detailed plot plan approved by the Architectural Review Committee as a part of its review of the final working drawings. This plan shall include fences, walls, trellises, arbors, decks, trees, ground covers, shrubs, exterior walkways,

sprinkler systems, slope stabilization, grading drainage and plant material list. Tree, shrub and plant selection is subject to review.

Additions, Remodels, Refinishings:

No additions, remodeling, changes of exterior finish, landscaping, decks, fences, balconies or other structures shall be constructed on any lot without the approval of the Architectural Review Committee. The submittal procedure shall be as outlined above except that only the working drawings need be submitted for review and approval.

Architectural Review Committee Fees:

All submissions to the Architectural Review Committee must be accompanied by a fee estimated to cover the Committee's expenses of reviewing the plans. The fee schedule is set by the Committee and may be revised from time to time. As of the date of publication of these Architectural Review Committee rules, the fee schedule is as follows:

Preliminary plans; completed working drawings and specifications; landscape plans \$50

Submissions to the Architectural Review Committee may be made by contacting:

Dan Leadbetter
Valley Garden Ranch
P.O. Box 666
Ennis, Montana 59729

State of Montana Requirements:

The transfer of ownership cannot be completed until the second well (or backup well) is connected to the main water system. Any amendment to the covenants and/or by-laws which would affect this requirement must first be approved by the Water Quality Bureau.