

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND
HOMEOWNER ASSOCIATION GENERAL RESPONSIBILITIES
FOR
PLEASANT VIEW HOMES**

THIS DECLARATION, made this 14th day of March, 2000 by JOHN DIDDEL.

WITNESSETH:

WHEREAS, JOHN DIDDEL, hereinafter referred to as "Declarant", is the owner of certain real property in Missoula County, Montana, more particularly described as follows:

A tract of land located in the Southwest one-quarter (SW 1/4) of Section 7, Township 13 North, Range 19 West, Principal Meridian, Montana, Missoula County, Montana, containing 10.83 acres;

WHEREAS, the Declarant has caused the above named real property to be subdivided into forty-four (44) Lots, platted and filed with the Missoula County Clerk and Recorder as PLEASANT VIEW HOMES.

SUBJECT TO:

(1) All easements existing, shown and/ or of record. Declarant retains rights of ingress and egress to upon and from premises for purposes of locating, installing, erecting, constructing, maintaining or using sewer lines, water lines, electrical lines, telephone lines, and other utilities.

Said property is hereinafter referred to as the "Protected Property."

The undersigned hereby declare that all the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These restrictions, covenants, conditions, and easements shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the protected property and shall inure to the benefit of and be binding upon each successor in interest to the owner thereof.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to the England's Pleasant View Homeowner Association, its successors and assigns, Articles of Incorporation for which have been filed with the Montana Secretary of State.
2. "Common Area" shall mean the land owned in common by the owners of the lots through the England's Pleasant View Homeowner Association; namely, these areas include the central common area/ park and the buffer areas as shown on the preliminary subdivision plat.
3. "Dwelling" shall mean any building or portion thereof, designed for use as permanent living quarters having sleeping cooking and complete sanitary facilities.
4. "Easement" shall refer to the private access and public utility easements described as part of any conveyance made by Declarant subsequent to the date of these covenants and any correction thereto.
5. "Greenway" shall mean the 30-foot public utility and drainage easement east of and along this subdivision, connecting with the park in the central area.
6. "Home Occupations" shall mean an occupation with very little or no accessory traffic, which could be run at a home-type office without disturbing the reasonable sense of residential quality to the tract. (See Section 4.03(D), Missoula County Zoning Resolution.)
7. "Improvements" shall mean any Dwelling, Accessory Building, fence, bridge, road, driveway, well, water line, sewer line, utility, satellite dish, antenna, sign, and other Structure or every type and kind, whether above or below the surface.
8. "Industrial Use" shall mean the refining, smelting, milling, processing, manufacture, production, sale or bulk storage of raw materials for ultimate use in the making of a finished good, including the extraction thereof, such as mining or lumbering.
9. "Junk Area" shall mean the use of the land for the wrecking, dismantling and/ or storage of junk, including, but not limited to, inoperable motor vehicles and scrap materials of every sort.
10. "Livestock" shall mean cattle, horses, colts, foals, ponies, mules, llamas and donkeys and other such animals.

11. "Lot" shall mean a share of one of several parcels into which property is divided. Any portion, piece, division or parcel of land.
"Corner Lot" shall mean a lot with frontage to two named streets. Frontage to buffer areas or to the alley as shown on the plat does not constitute a corner lot.
12. "Mobile Home" shall mean any movable dwelling which is prefabricated or constructed off of a building site, including, but not limited to, campers, trailers, houses, recreational vehicles and modular homes.
13. "Owner" shall mean and refer to every person or entity who is the owner of a fee interest or of an equitable interest in any tract, parcel, or lot, including buyers under a contract for deed, but excluding having such interest merely as security for performance of an obligation. Each Owner is automatically a member of the Homeowner Association.
14. "Premises" shall mean lands and tenements; an estate, including land and buildings thereon.
15. "Residential Use" shall mean the occupying of a dwelling for living purposes.
16. "Setback" shall mean the horizontal distance required between any structure and a road, lot line, or public or private access easement line. This distance is to be measured at right angles to the road, property line, or access easement line.
17. "Sign" shall mean any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from outside the building in which it is situated, which identifies, advertises, displays, or otherwise attracts attention to either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing, or happening of whatever nature, and by any means, including words, letters, numerals, figures, designs, symbols, fixtures, colors, mottos, illumination, projection, contrast, conspicuous and the like.
18. "Structure" shall mean any above ground improvement to real estate.
19. "Subdivision" shall mean a division of land, or so divided, resulting in the creation of two or more tracts of land out of a single, larger tract in order that title to, possession or occupancy of the tract(s) so created may be sold, rented, leased or otherwise conveyed or transferred and shall include any re-subdivision.
20. "Tract" or "Parcel" shall mean and refer to the above-described real property on file and of record in the office of the Clerk and Recorder of Missoula County, Montana.

ARTICLE II

PROTECTIVE COVENANTS

The following protective covenants shall constitute a covenant running with the land:

1. Land Use and Building Types- All lots shall be used for single family residential purposes only. All homes shall have a finished above ground area of not less than 1150 square feet. Homes in this subdivision shall not have basements. Mobile or manufactured homes are not permitted. Home occupational use of these premises is allowed only with a conditional use permit in accordance with Missoula County zoning regulations. Commercial (not to include home occupations as permitted by the County zoning regulations and the conditional use permit process), manufacturing, and industrial uses are not permitted.
2. Utility Lines- All utility lines, wherever located, shall be underground.
3. Water and Sewage - All water systems and sewage disposal systems must be located and constructed in accordance with the requirements of appropriate governmental authorities.
4. Hunting, Firearms and Fireworks - No firearms may be discharged and no fireworks used on any Lot or Common Area. This provision is for protection against injury and damage from fire.
5. Fire and Casualty Damage- Any building or portion thereof damaged by fire or other casualty must be completely repaired as to external appearances within six (6) months after the occurrence of such damage and, if not repaired, shall be completely removed.
6. Nuisances- No noxious or offensive activity shall be carried on or permitted on any Lot, nor shall any Lot be used in any way which may endanger the health or safety of or unreasonably disturb the neighborhood. No rubbish, trash or other waste shall be allowed to accumulate on any Lot, except in sanitary containers which shall be emptied and removed from the premises on at least a weekly basis. All garbage shall be stored in containers of metal, plastic or other suitable material with sufficiently tight fitting covers to prevent the escape of noxious odors and to deter entrance or destruction by animals. There shall be no burning of refuse out-of-doors.
7. Junk Vehicles and Scrap Materials- use of the land is prohibited for the wrecking, dismantling and/ or storage of junk, including, but not limited to, inoperable or unlicensed motor vehicles and scrap materials of every sort.

8. Signs and Billboards- No sign or billboard, or other advertising structure of any kind shall be erected or maintained in any portion of the Premises for any purposes whatsoever, except real estate signs of not more than 3'x3'.
9. Maintenance - The owner of each Lot shall provide proper exterior maintenance of all structures, fences, yard areas, landscaping, and all areas within any boulevard or greenways adjacent to the Lot. Premises and Improvements thereon shall be continually maintained in a safe, clean, neat and orderly condition. (See also Article III(1)(C)).
10. Temporary Dwellings - No structure of a temporary character shall be constructed, placed or used on any Lot at any time as a residence. Campers, RV's, or trailers shall not be parked on the street for more than 24 hours and in no case shall they be used as a permanent or temporary dwelling.
11. Pets and Animals/ Kennels- Livestock: There shall be no livestock whatsoever allowed upon any Lot. No more than two (2) dogs and two (2) cats may reside on each lot. Any kennel or dog house constructed must be placed out of sight behind the residence. No commercial breeding operation may be maintained on any Lot. Dogs shall be kept within the Owner's Lot when not under the direct supervision of the owner. Pets and animals shall not be allowed to become a nuisance and shall be leashed when not on the homeowner's property.
12. Antennas, Satellite dishes, etc.- Owners may have one (1) parabolic dish style antenna not to exceed 18" in diameter. Rod type antenna styles can not exceed five feet (5') in height measured from grade of the respective yard.
13. Parking- No vehicles shall at any time be placed or parked so as to impede, obstruct or interfere with pedestrian or vehicular traffic along any road, access easement, or right-of-way within the premises. Alleys are reserved for access and utility placement. Parking in the alley, whole or in part, is strictly prohibited to maintain safe access, especially for emergency vehicles. The parking of trailers, boats, recreational vehicles, automobiles, etc. parked adjacent to garages shall not exceed twenty feet (20') in length and in no event shall they project into any street or alley.
14. Maintenance of Common Areas and Alleys - The England's Pleasant View Homeowner Association shall be responsible for the maintenance of the Common Areas and alleys including but not limited to landscape maintenance and irrigation, snow removal of walkways within the Common Areas, etc. Individual Owners are responsible for landscape maintenance, irrigation, etc. of the street trees, grass, and other landscaping within any adjacent greenway and/ or boulevard and within their Lot.

15. Fences- All fences shall be neatly constructed and maintained and shall not exceed four feet (48") in height. *6' privacy fences OK in back of front house corner. Front fences not to exceed 4' in height, must be 50% opaque.*
16. Maintenance of Fire Hydrants – The England's Pleasant View Homeowner Association shall be responsible for the maintenance of all fire hydrants within the subdivision, in accordance with fire department and/ or Mountain Water Company procedures.
17. Installation and Maintenance of Common Area Equipment – The England's Pleasant View Homeowner Association shall be responsible for the installation and continual maintenance of Common Area equipment such as play structures, benches, and the like.
18. Colors- Exterior colors shall be aesthetically pleasing. In the event an Owner wishes to repaint the exterior of his or her home, the Association shall be provided a color sample and shall approve the exact color to be used to paint the home.
19. Initiation Fee – Each lot owner shall pay a \$100 initiation fee to the Homeowner Association upon closing of the property.
20. Property Located in Former Grant Creek Drainage System – A portion of the subdivision is located within the former drainage system of Grant Creek. In other areas west of Flynn Lane, flooding has occurred outside of the designated floodplain. Missoula County has not reviewed the subdivision to the extent that guarantees can be made about the potential for high groundwater or flooding on the property.
21. Airport Influence Area – This property is located within the Missoula County Airport Influence Area and is outside the 65 decible level zone as indicated in the Airport Master Plan. The property is subject to the requirements of the Missoula County Airport Influence Area Resolution. An Avigation Easement for this subdivision in favor of the Missoula County Airport Authority and its successors and assigns has been filed with the Missoula County Clerk & Recorder in Book 603, Pages 984-985. The Avigation Easement places specific permanent limitations and restrictions on the rights of Property Owners within the subdivision and the use of the property now and in the future. The Avigation Easement should be reviewed carefully by all prospective Owners before purchasing the property within this subdivision, keeping in mind that operations at the airport may change and/ or expand in the future thereby changing and/or increasing the impacts felt on the property within the subdivision. Prospective Owners must understand prior to purchasing a Lot within this subdivision that noise and other disturbances from overhead aircraft may be heard or felt by persons within the subdivision which may cause them inconvenience or annoyance that may vary from Lot to Lot within the boundaries of the subdivision and that may have different impacts on different individuals.

- 22. Adjacent Agricultural Operations – This property is located within an agricultural area. Prospective Owners must understand prior to purchasing a Lot within this subdivision that adjacent land use activities may create noise, dust, and odor as associated with agricultural operations.
- 23. Approvals by the Declarant- The approval by the Declarant provided for herein may be given by the Declarant, their dutiful authorized agents, their successors or assigns, or a committee appointed by the Declarant, until the authority to give such approvals shall be transferred by the Declarant, its successors, or assigns to the Association.
- 24. Annexation - The Declarant and membership contemplate development of additional properties in the surrounding area known as Pleasant View Ranch. It is contemplated and understood that the England’s Pleasant View Homeowners Association, Inc., which serves this subdivision, will also serve a number of other residential subdivisions in the area. Membership within that entity shall include owners of all properties served by the Association.

ARTICLE III

PLANNED VARIATION STANDARDS

1. Planned Variation Standards- The following standards shall be strictly adhered to, as these are in part reasons for approval of permitted, conditional variations to the existing CRR-3 zoning for the Pleasant View subdivision as proposed to Missoula County officials.

A. Intent. The intent of the Planned Variation as granted the Pleasant View Homes subdivision is to provide single family residential lots of a reasonable size. The allowance recognizes the need for the relaxation of larger-lot single family zoning requirements, thereby making more efficient use of infrastructure, utilities, and nearby community services. These standards are intended to provide adequate yard and building areas, and increased landscaping to promote an aesthetic neighborhood quality.

B. Space and Bulk Requirements

Minimum Lot Size (Net) 5440 square feet

Minimum Lot Width 68 feet

Minimum Yard - Front 20 feet
 Rear 20 feet
 Side 5 feet

Corner Lots: (Lots 1, 17, 33, 38) 20 feet on street frontage with access, 12.5 feet minimum to other non-access street frontage; setbacks to Flynn Lane always 20 feet. Setbacks are measured from structure to nearest lot line or access easement line.

Maximum Building Height 30 feet

C. Landscaping

A minimum of one street tree (1-1/2" caliper, 6' height) centered within the boulevard per every 30 feet on average, withstanding clear sight triangles and driveway accesses, shall be planted by the adjacent property owner within six months of completion of home construction, weather permitting. The plantings shall occur within the central area of the boulevard of the street(s) fronting the lot. Said street trees shall be continually and properly maintained by the property owner. A minimum of two trees and two shrubs (vertically branching, 5-gallon) shall also be planted by the property owner on each lot in locations preferred by the lot owner. These plantings shall occur within six months of completion of home construction, weather permitting. Tree and shrub species shall be approved by the Declarant or Association prior to installation. All areas of the lot not covered by walkway, driveway, or building shall be planted in grass within six months of completion of home construction, weather permitting. Lawns shall be regularly mowed and irrigated as needed, and otherwise properly maintained. Property owners shall keep lawns reasonably weed-free. All grass within the boulevard and any greenway adjacent to the lot as well as that within the individual lot shall be mowed, irrigated, and otherwise properly maintained at all times by the property owner of the lot. The developer shall initially plant street trees within the boulevard of the common area park and in the buffer areas; these park and buffer areas shall then be maintained by the Homeowner Association.

D. Building Orientation

The front facade of all homes shall be oriented toward the street to which the lot fronts. All homes on Flynn Lane shall face Flynn Lane without accessing directly to Flynn Lane by using alley access. All homes on Fleet Street shall face toward Fleet Street, except for corner lots which may face either street.

ARTICLE IV**GENERAL PROVISIONS**

1. **Duration-** The covenants, conditions and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, or by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten (10) years thereafter; provided, however, that these covenants may be modified, changed or eliminated by an instrument in writing filed with the Missoula County Clerk and Recorder Office and signed by the owners of seventy five percent (75%) or more of the Lots to which these covenants apply. The Association may not be dissolved without permission from the governing body.
2. **Enforcement**
 - A. The Declarant, any owner or the Association shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or thereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any owner, the Association, or by the Declarant to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.
 - B. Should any lawsuit or other legal proceeding be instituted against an owner who is alleged to have violated one or more of the provisions of this Declaration, and should the plaintiffs be wholly or partially successful in such proceeding, the offending owner shall be obligated to pay costs of such proceeding, including a reasonable attorney's fee.
3. **Severability-** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.
4. **Liability of Declarant-** The Declarant shall have no liability for any of its actions or failures to act, or for any actions or failures to act of the Association or any Owners of property within the Protected Property. The relationship between the Declarant, the Association, and the Property Owners shall be deemed to be that of independent contractors, and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant has expressly assumed herein.

ARTICLE V**HOMEOWNER ASSOCIATION
GENERAL RESPONSIBILITIES**

1. **Membership-** Each owner shall be a member of an Association to be known as ENGLAND'S PLEASANT VIEW HOMEOWNER ASSOCIATION, hereinafter called the "Association."
2. **Voting-** Members shall have one (1) vote for each Lot. If there is more than one owner of a single Lot, the vote or votes for such shall be exercised in the manner which the owners of the Lot themselves determine. The Association shall form before any property is sold. There shall be an organizational meeting of the Association arranged by Declarant when two thirds (2/3) of the lots have been sold. Notice of this meeting shall be provided two (2) weeks in advance of the meeting, by certified mail sent to all purchasers of record. At the first meeting the Board of Directors shall be elected, Bylaws adopted and the next meeting of the Association scheduled.
3. **Board of Directors-** The Board of Directors shall consist of a President, Secretary, and Treasurer. The business affairs of the Association shall be managed by the Board of Directors.
4. **Purpose-** The purpose of the Association shall be to enforce provisions of this Declaration.
5. **Assessments-**
 - A. **Creation of the Lien of Assessments-** Each Lot owner hereby covenants and agrees to pay to the Association annual assessments, all such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessment, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof is hereinafter provided, shall be the obligation of the Owner of such Lot from the date when such assessment becomes payable. Prior to the first meeting of the Association, each Owner will be charged on a pro rata basis for common area and maintenance assessments by the developer.
 - B. **Purposes of Assessments-** The assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association or as required. The assessments will include maintenance of the fire hydrants, maintenance of Common Areas and alleys including but not limited to landscape maintenance, irrigation, snow removal, illumination, etc., as well as Common Area structures such as play equipment, benches,

and other commonly owned facilities or other expenditures deemed necessary by the Association. Individual property owners are responsible for landscape maintenance, irrigation, etc. of street trees, grass, and other landscaping within the boulevard portion of their Lot and all landscaping within the remainder of their Lot.

- C. Amount of Annual Assessments- The Board of Directors of the Association shall set the amount of assessments. The Board may, after consideration of the current maintenance costs and future needs of the Association, fix or adjust the annual assessment for each year to meet changing needs.
- D. Payment of Annual Assessments- The assessments provided for herein shall be computed on a yearly basis, commencing on the first day of January each year and terminating on the thirty-first day of December the same year. The assessments shall become due and payable on the schedule determined by the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the properties and assessments applicable hereto, which shall be kept in the residence of the Association president of year of tenure or any other location chosen by the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject hereto and may be prorated in proportion to the total assessment for the entire year.
- E. Effect of Non-Payment of Assessment- If the assessments are not by midnight on the date when due (being the date specified by the Board of Directors), then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the Lot which shall run thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law but not in excess of fourteen percent (14%). The obligation of the then Owner to pay any assessment or interest shall not be affected by any conveyance or transfer of title to said Lot. The Association may bring action against the Owner obligated to pay the same and/ or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of collecting the same for foreclosing the lien thereof, including reasonable counsel fees.
6. Annexation- By a vote of the majority of the members of this Association, adjoining properties may be annexed into the Association. It is highly recommended that adjacent subdivisions be annexed in order to more efficiently administer services, including maintenance of the park.

7. Regular Meetings- The Association shall meet regularly, whether monthly, quarterly or otherwise, at a time and place set at the first meeting. The Board of Directors and interested members may meet at any time to respond to any complaints or violations of these covenants.

8. General Provisions-

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1. The Association shall be formed before any property is sold.
2. Membership is mandatory for each property buyer and any subsequent buyer.
3. The open space restrictions shall be perpetual.
4. The Association shall be responsible for liability insurance, local taxes, and the maintenance of facilities as provided herein.
5. The permission of the governing body is required before the Association can be dissolved or the restrictions modified.
6. The Association shall set up a regular maintenance program for common area and facilities.

* * * * *

IN WITNESS WHEREOF, the undersigned have caused these Declaration of Covenants, Conditions and Restrictions, and Homeowner Association General Responsibilities for the PLEASANT VIEW HOMES Subdivision to be executed this 14th day of March, 2000.

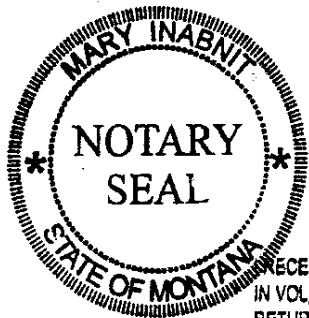
John Diddel
John Diddel

State of Montana County of Missoula

On this 14th day of March, 2000, before me personally appeared John Diddel, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Mary Inabnit
Notary Public for the state of Montana; Residing at Missoula, Montana.
My commission expires 10/20/01

200005325



RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 21 DAY OF APR 2000 AT 8:05 O'CLOCK A M AND IT IS RECORD IN VOL. 611 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 418 FEE 78 PAID CA RETURN TO Clay & Associates WITNESS MY HAND, VIGOR M. ZEJER, COUNTY RECORDER, ADDRESS 200 W. 11th St. BY [Signature] (REPLTY DOC)

AVIGATION EASEMENT

Name of
Grantor(s) JOHN DIDDEL

hereinafter called "Grantor" which shall also mean for Grantor and the successors in interest and assigns of Grantor, being the owner of the real property (hereinafter called "Grantor's property") situated in Missoula County, State of Montana, described as follows:

TRACT Δ C.O.S. 4980 - NW ¼ SEC 7, T. 13 N., R. 19 W. MISSOULA CO, MT.

hereby grants to the Missoula County Airport Authority (Authority),

1. An assignable easement and right-of-way, for the use and benefit of the public, for the free and unobstructed passage of aircraft in, through, and across all of the airspace above Grantor's property lying and being above an elevation of 3349 feet (Insert height limit above nearest runway end, as might be required in the zoning ordinance, or as required by Federal Aviation Regulations (FAR) Part 77, "Objects Affecting Navigable Airspace," for Johnson Bell Field.) mean sea level.
2. The right of flight for the passage of aircraft for the use and benefit of the public in the airspace above the Grantor's property, together with the continuing right to cause in said airspace such noise, vibration, dust, fumes, smoke, vapor, and other effects as may be inherent for navigation of or flight in air, using said airspace, or landing at, taking off from, or operating on Johnson Bell Field.
3. The full waiver and release by the Grantor of any right or cause of action which they or any of them now have or may have in the future against the Authority, its successor and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor, and other effects heretofore and hereafter caused by the operation of aircraft in said airspace.
4. The covenant and agreement that from and after the execution of the document, the Grantor shall not erect any structure or object or allow to grow any tree or other vegetation to a height above an elevation of 3349 feet (Insert height limit above nearest runway end, as might be required in the zoning ordinance, or as required by Federal Aviation Regulations (FAR) Part 77, "Objects Affecting Navigable Airspace," for Johnson Bell Field.) mean sea level or encroach upon or extend in any way into said easement and right-of-way.
5. The continuing right of the Authority to clear and keep clear Grantor's property of any and all obstructions that encroach upon or extend in any way into said easement and right-of-way above an elevation of 3349 feet (Insert height limit above nearest runway end, as might be required in the zoning ordinance, or as required by Federal Aviation Regulations (FAR) Part 77, "Objects Affecting Navigable Airspace," for Johnson Bell Field.) mean sea level, and for such purpose to enter upon the surface of Grantor's property and cut and remove any tree or other vegetation, or to remove, raze, or destroy those portions of buildings or other structures that would infringe upon or extend into said elevation. Such right includes the right of ingress to and egress from, and passage over Grantor's property for the purpose of effecting and maintaining such clearances as aforesaid.
6. The covenant and agreement that from and after the execution of this document, the Grantor shall not put the Grantor's property to any of the following uses which would:

A. Create unreasonable interference with (1) radio communication for aircraft using the airport and (2) electronic navigational aids or devices such as instrument landing systems, generators, motors, and artificial lighting devices which creates excessive static are examples of equipment that can cause interference.

B. Create a hazard to flying by materially reducing visibility, such as incinerators, rock crushers, smelters, chemical manufacturing, and similar uses.

C. Make it difficult for fliers to distinguish between airport or other navigational lights or markers and other lights; or cause glare to fliers using the airport, such as any arrangement and use of lights which resemble a layout or color of a landing area, or search lights or flash-type advertising signs.

D. Result in any business, structure, tree, occupation or use which is dangerous or hazardous to the safety of aircraft using Johnson Bell Field or to property or persons using Johnson Bell Field or flying in the vicinity thereof. Towers, poles, smokestacks, advertising balloons, above-ground bulk storage of petroleum products, and fireworks manufacturing are examples of potentially dangerous uses, structures, and activities.

E. Result in a land use or activity that is not ordinarily considered to be compatible with aircraft operations because of aircraft noise. Such land uses and activities shall include but shall not be limited to all types of residential development, schools, hospitals, religious facilities, and others whereby the aircraft noise could be disturbing to the conduct of the intended activity or could interfere with speech or sleep.

It is being understood and agreed that the aforesaid covenants, conditions, and restrictions shall run with the land and shall be binding upon the successors and assigns of all of the parties signing below.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year written below.

DATED: Dec 7, 1999

'99 DEC 7 PM 3:4

GRANTOR:

[Handwritten signature]

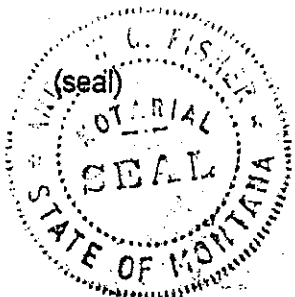
STATE OF MONTANA
County of Missoula

This instrument was acknowledged before me on Dec 7, 1999 by Janet Diddel.

[Handwritten signature]

(Title)

My commission expires 1/20/2000



199932025

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 7 DAY OF Dec 1999 AT 3:42 O'CLOCK P M AND IT IS RECORDED IN VOL 603 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 984 FEE 0 PAID 0
RETURN TO Obiigation Courtment BY Randy WITNESS MY HAND, VICKIE M. ZEIER, COUNTY RECORDER DEPUTY DOC E