

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 26th day of January, 1987,  
by RAYMOND J. ROSE, LORA MAY ROSE, DAVID D. ROSE, BERNICE M.  
ROSE, DONALD MacDONALD, IV, P.C., Trustee In Bankruptcy for the  
Estate of David D. Rose, Jr. and Bernice M. Rose, Bankrupts,  
FIRST INTERSTATE BANK of OF MISSOULA, N.A, JAMES J. BENN, SHARON  
M. BENN, MARY A. BISHOP, a/k/a Mary Rose Bishop individually and  
as the sole surviving trustee, hereinafter collectively referred  
to as "Declarants".

## WITNESSETH:

WHEREAS, Declarants are the owners of certain real pro-  
perty located in Missoula County, Montana, which is more  
particularly described in the attached Exhibit "A"; and

WHEREAS, Declarants deem it desirable to create certain  
covenants, conditions and restrictions on the above-  
described real property; and

WHEREAS, Declarants deem it desirable to clarify the  
status of certain easements which exist on some of the  
hereinconcerned real property;

NOW, THEREFORE, Declarants hereby declare that all the  
real property described herein shall be held, sold and con-  
veyed subject to the following easements, covenants, con-  
ditions and restrictions, all of which are for the purpose  
of enhancing and protecting the value, desirability and  
attractiveness of said real property. Such easements,  
covenants, conditions and restrictions shall run with the  
real property and shall be binding on all parties having or  
acquiring any right, title or interest in the above-  
described real property or any part thereof, and shall inure  
to the benefit of each owner thereof.

## ARTICLE I: DEFINITION

Section 1: "lot" shall mean and refer to any tract or  
plot of land shown upon any recorded subdivision map, cer-  
tificate of survey or other recorded document relating to

the herebefore described real property, with the exception of streets, utility sites, easement or any other tract or plot of land upon which no dwelling may be erected. Lot shall include within its meaning all contiguous ownership of any individual, including property owned by his or her spouse.

Section 2. "Owner" shall mean and refer to the record or equitable owner, whether one or more persons or entities, of any lot which is a part of the herein concerned real property, including buyers under a contract for deed and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

#### ARTICLE II: PROPERTY RIGHTS

Section 1. Easements. Every owner of the hereinconcerned real property shall have the right to use and maintain the existing roadway access which abuts and commences to run in a northerly direction from the Frontage Road which lies north of Interstate 90. Said access easements are more specifically set forth in Exhibit "B" attached hereto and expressly incorporated herein by reference.

#### III. PROTECTIVE COVENANTS

The following protective covenants are designed to protect the agricultural and rural residential values of the hereinconcerned real property. They shall constitute a covenant running with the land for each lot within the hereindescribed real property:

Section 1. Land Use. No lot shall be used for any purpose other than residential dwellings or agricultural purposes or activities directly related thereto. No building site shall be used or maintained as a commercial camping ground. No lot shall be subdivided or otherwise created that contains less than twenty (20) acres. This restriction shall not apply to any existing parcel which is of record that is less than twenty (20) acres, nor shall it apply so as to preclude the granting of any security interest in the real property of twenty (20) acres or less. It is

the intention of this provision to preclude active commercial or other similar operations which will unduly disturb the rural character of the property or otherwise alter its character or quality.

Section 2. No buildings shall be erected, altered, placed or permitted to remain on any lot other than residences, normal and usual outbuildings, including barns or sheds, or buildings which are used or are capable of being used in productive agricultural activities. All such buildings or structures shall be of permanent construction and must be newly constructed. All structures shall be completed as to their external appearance within twelve (12) months of commencement of construction. No trailers, mobile homes or any other structures which are moved onto the premises in a substantially finished condition shall be utilized as a residence. Provided, however, that a trailer or mobile home may be utilized during the construction of a residence on any of the herein described real property so long as said mobile home or trailer is removed from said property within nine (9) months from the date it is originally placed upon such property.

Section 3. Nuisances. No noxious or offensive activities shall be carried on or permitted on any lots; nor shall the property be used in any way which may endanger the health or safety of, or unreasonably disturb the area.

Section 4. Easements. No structure of any kind shall be erected, permitted or maintained on any easement on the hereinconcerned property, whether said easement is for purposes of ingress or egress or whether it is for utility purposes. In that regard, all future utility lines placed on any of the property shall be located underground.

Section 5. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted to

remain on any lot.

#### ARTICLE IV. ENFORCEMENT

Section 1. Interested Parties. Any owner of any of the hereinconcerned real property shall have the option and right to enforce, by proceeding at law or in equity, all easements, restrictions, conditions, covenants and reservations now or hereinafter imposed by the provisions of this Declaration. Method of enforcement may include proceedings to enjoin the violation, to recover damages or both. Failure by any owner to enforce any provision hereunder shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Cost of Enforcement. 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, the successful party in such litigation shall be obligated to pay the cost of such proceeding, including a reasonable attorney's fee.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall in no way affect any other provision which shall remain in full force and effect.

#### ARTICLE V. TERM

These covenants are to run with the land and shall be binding for a term of twenty (20) years from the date they are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all the owners of the real property subject to this Declaration has been recorded agreeing to terminate this Declaration.

#### ARTICLE VI. AMENDMENT

Section 1. Covenants. Covenants listed herein may be amended or modified by a properly recorded instrument signed

by the owners of three-fourths (3/4ths) of the lots which are subject to this declaration. Provided, however, that Sections 1 and 2 of Article III, Protective Covenants, may not be deleted, altered or otherwise amended without the consent of all owners of the hereinconcerned real property. Said consent shall be evidenced by a properly recorded instrument signed by all the then owners of the hereinconcerned real property.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

Raymond J. Rose  
Raymond J. Rose

Lora May Rose  
Lora May Rose

David D. Rose  
David D. Rose

Bernice M. Rose  
Bernice M. Rose

Donald MacDonal, IV, Trustee  
Donald MacDonal, IV, Trustee  
in Bankruptcy

FIRST INTERSTATE BANK OF MISSOULA,  
N.A.

By: David L. Calahan  
Its President

James J. Benn  
James J. Benn

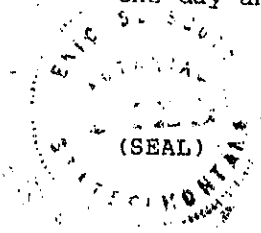
Sharon M. Benn  
Sharon M. Benn

x Mary M. Bishop  
Mary M. Bishop, a/k/a Mary  
Rose Bishop, Individually and  
as Sole Surviving Trustee

STATE OF MONTANA )  
 ) ss  
County of Missoula )

On this 28th day of January, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Raymond J. Rose, Lora May Rose, David D. Rose, Bernice M. Rose, James J. Benn and Sharon M. Benn, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

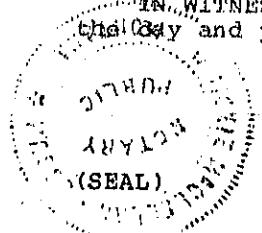


Eric N. Vioer  
Notary Public for the State of Montana  
Residing at Missoula, MT  
My commission expires: 12-22-1988

STATE OF MONTANA )  
 ) ss  
County of Missoula )

On this 29th day of January, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Donald MacDonald, IV, known to me to be the President of Donald MacDonald, IV, P.C., the corporation whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of said corporation.

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



Vickie M. Collier, Esq.  
Notary Public for the State of Montana  
Residing at Missoula, MT  
My commission expires: 11-1-89

STATE OF MONTANA )  
 ) ss  
County of Missoula )

On this 29th day of January, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared David A. Calabam, known to me to be the President of First Interstate Bank of Missoula, N.A, the national banking association that executed this instrument and acknowledged to me that such association executed the same.

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



T. E. Burman  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 1-30-89

STATE OF MONTANA )  
 ) ss  
County of Missoula )

On this 28<sup>th</sup> day of January, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Mary A. Bishop, a/k/a Mary Rose Bishop, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same individually and as sole surviving trustee.

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



Shirley Wall  
Notary Public for the State of Montana  
Residing at Missoula, MT  
My commission expires: March 9, 1988

EXHIBIT "A"

PROPERTY SUBJECT TO THIS DECLARATION

The East half (E½) of Section 24, Township 15 North, Range 22 West, P.M.M., Missoula County, Montana.

The Northeast one-quarter (NE¼) of Section 25, Township 15 North, Range 22 West, P.M.M., Missoula County, Montana.

EXCEPTING THEREFROM all that portion thereof taken by the State of Montana by and through the Montana State Highway Commission and public roads and highways.

FURTHER EXCEPTING THEREFROM all that portion thereof lying south of Interstate 90 as it exists as of the date of these covenants.

FURTHER EXCEPTING Tract B-1-A as set forth in Certificate of Survey No. 3157.



## EXHIBIT "B"

## EASEMENT

THIS INDENTURE, Made this 29 day of November, 1975, between MARY ROSE BISHOP, a widow, of Portland, Oregon, party of the first part, hereinafter called "Grantor," and DAVID D. ROSE, JR. and BERNICE M. ROSE, his wife, whose post office address for these purposes is Ada Lane No. 5, Missoula, Montana, 59801, parties of the second part, hereinafter called "Grantees":

## WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No./100 Dollars (\$10.00) and other valuable consideration to her in hand paid, the receipt whereof is hereby acknowledged, has remise, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantees and their heirs and assigns an easement and right of way for an existing road, over, upon and across the following-described property, to-wit:

The Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Twenty-two (22) West, Principal Meridian Montana, Missoula County, Montana, as shown in red on the attached plat marked Exhibit "A"

If the road is substantially located as shown on the attached plat, the centerline of the road is hereby deemed acceptable by the Grantor as the true centerline of the easement granted.

The easement herein granted is specifically and expressly made subject to the following exemptions, limitations and conditions, to-wit:

The grantor hereby specifically reserves unto herself, and her successors and assigns, the right to cross over, on and upon the lands herein described whenever in the usual course of business it may become necessary, advisable, or convenient for the Grantor, and her successors or assigns to do so. That is to say, the said Grantor, and her successors and assigns, reserve a right of use over, on and across the rights of way herein conveyed, for all purposes, as may be necessary or convenient; provided, however, that such use of said right of way shall be exercised in common with the rights of the Grantees and shall not operate to exclude the Grantees from the use and enjoyment of the rights herein granted.

Grantees assume the risk of injuries to persons and damage to property arising out of Grantees' use of this easement, and shall indemnify and defend Grantor from any

claim, loss, damage or expense in any way resulting from Grantees' use of the road, except to the extent such loss, damage or expense is caused or contributed to by Grantor's negligence.

Grantees shall keep Grantor's property free from liens arising in any manner out of the activities of Grantees and shall promptly discharge any such liens that are asserted.

The easement and right of way herein granted is subject to all previously granted easements and rights of way for railroads, roads, or highways, for ditches, pipelines, pole lines accomodating telephone, telegraphic and electric wires in effect and relating to any portion of the lands hereinabove described; it being the intention of the parties hereto that the Grantees take and accept this conveyance subject to all prior easements, and in case of conflict between the easement and right of way herein granted and previously granted easements, it shall be the obligation of the Grantees to obtain grants of possession or other appropriate releases from the former Grantees, or their successors in interest.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in her name the day and year first above written.

Mary Rose Bishop

STATE OF MONTANA )  
  ) ss.  
County of Missoula )

On this 29<sup>th</sup> day of November, 1975, before me, the undersigned, a Notary Public for the State of Montana, personally appeared MARY ROSE BISHOP, 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 seal the day and year in this Certificate first above written.

*Robert E. Shindler Jr.*  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at Missoula, Montana  
My Commission Expires: 6/17/76

*The following Exhibit 375355*  
I received and read this instrument as recorded on the 26 day of November 1975 at Missoula, Montana and it is recorded on Vol. 77 Page 1391 of Book 254 of the State of Montana on the 27 day of November 1975 at Missoula, Montana.  
Notary Public, Robert E. Shindler Jr.  
Address Missoula By Therese Shindler Deputy



8703255

THE FIRST NATIONAL BANK OF THE UNITED STATES  
 INCORPORATED IN THE DISTRICT OF COLUMBIA  
 FIRST NATIONAL BANK OF THE UNITED STATES  
 WASHINGTON, D. C.

THE FIRST NATIONAL BANK OF THE UNITED STATES  
 INCORPORATED IN THE DISTRICT OF COLUMBIA  
 FIRST NATIONAL BANK OF THE UNITED STATES  
 WASHINGTON, D. C.

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MT-29757

BOOK 440 PAGE 2091 24

AMENDED  
DECLARATION OF PROTECTIVE  
RESTRICTIONS, COVENANTS AND CONDITIONS

THIS INDENTURE is made this 27th day of April, 1995, between J.R. HOLDINGS, INC., a Montana corporation, hereinafter "J.R. HOLDINGS", JOHN D. HURD and JILL J. HURD, hereinafter "HURDS", and COLLIN ROSE, KAREN ROSE, RAYMOND J. ROSE and LORA MAY ROSE, hereinafter "ROSES" and collectively referred to as "declarants", who own contiguous parcels of real property located in Sections 24 and 25, Township 15 North, Range 22 West principal meridian Missoula County, Montana,

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of record filed at book 254, page 1382 in the Clerk and Recorders office of Missoula County, Montana, which relates to the property described herein; however, the parties further acknowledge that they wish to amend those covenants already of record as to the above described property;

NOW, THEREFORE, Declarants hereby modify Article III, Section 1 of said Declaration of Covenants, Conditions and Restrictions as follows:

III. PROTECTIVE COVENANTS

Section 1. Land Use. No lot shall be used for any purpose other than residential dwellings or agricultural purposes or activities directly related thereto. No building site shall be used or maintained as a commercial camping ground. No lot shall be subdivided or otherwise created that contain less than twenty (20) acres, except for Lots A, B, C, D and E of Certificate of Survey No. 4245 which shall not be subdivided or otherwise created that contain less than nineteen (19) acres. This restriction shall not apply to any existing parcel which is of record that is less than twenty (20) acres, nor shall it apply so as to preclude the granting of any security interest in the real property of twenty (20) acres or less. It is the intention of this provision to preclude active commercial or other similar operations which will unduly disturb the rural character of the property or otherwise alter its character or quality.

J.R. HOLDINGS, INC.,  
A Montana Corporation

DATED: 5/8/95

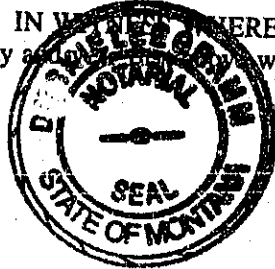
By: J.B. Richardson

J.B. Richardson  
Authorized Agent

State of Montana )  
 : ss.  
MSIA County )

On this 8th day of May, 1995, before me, the undersigned Notary Public for Montana, personally appeared J.B. Richardson, known to me to be an authorized agent of J.R. Holdings, Inc., a Montana corporation, that executed the within instrument and acknowledged to me that such corporation executed the same and stated that he was authorized to execute the instrument on behalf of such corporation.

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



Missie L. Gurn  
Notary Public for: MT  
Residing at: MSIA  
My Commission Expires: 8.17.95

DATED: 5/3/95

John D. Hurd  
John D. Hurd

DATED: 5/4/95

Jill J. Hurd  
Jill J. Hurd

STATE OF INDIANA )  
County of Allen : ss.

On this 3 day of MAY, 1995, before me, the undersigned Notary Public for the State of Montana, personally appeared John D. Hurd and ~~John D. Hurd~~, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Thomas J. Locke  
Notary Public for the State of INDIANA  
Residing at: Ellettsville, IN 47424  
My Commission Expires: 9-21-95  
Allen County Res...

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS:

On this 4<sup>th</sup> day of May, 1995, before me, the undersigned Notary Public for the State of Texas, personally appeared Jill J. Hurd, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

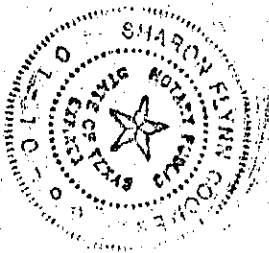
IN WITNESS WHEREOF, I have set my hand and affixed my Notarial Seal the day and year first above written.

SHARON FLYNN COOMER

(Printed Name)

Notary Public for the State of Texas  
Residing at: DALLAS MEDALLION

My commission expires: 1-10-99



DATED: 5/10/95

Collin D Rose  
Collin Rose

DATED: 5-10-95

Karen M Rose  
Karen Rose

DATED: 4/27/95

Raymond J Rose  
Raymond J. Rose

DATED: 4/27/95

Lora May Rose  
Lora May Rose

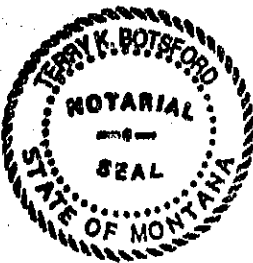
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STATE OF MONTANA )  
                                  ) : ss.  
County of Missoula )

On this 27th day of April, 1995, before me, the undersigned Notary Public for the State of Montana, personally appeared , Raymond J. Rose and Lora May Rose known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

[Signature]  
Notary Public for the State of Montana  
Residing at:                                   
My Commission Expires: 8/13/98



STATE OF MONTANA  
COUNTY OF MISSOULA

This instrument was acknowledged before me on May 10, 1995, by Collin D. Rose and Karen Rose.

                                  
Notary Public  
My commission expires 8-17-95



RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 10 DAY OF May 1995 AT 2:57 P.M. AND IT IS RECORDED IN VOL. 440 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 2094 OF THE 440 PAGES RETURNED TO WESTERN TITLE & ESCROW MISSOULA, MT BY Quinn D. [Signature] CLERK COUNTY RECORDER SERVING DOC Dm

MT-29757

DECLARATION OF PROTECTIVE  
RESTRICTIONS, COVENANTS AND CONDITIONS

THIS INDENTURE is made this 3 day of May, 1995, between J.R. HOLDINGS, INC., a Montana corporation, hereinafter "J.R. HOLDINGS" and JOHN D. HURD and JILL J. HURD, hereinafter "HURDS" and collectively referred to as "deciarants", who own contiguous parcels of real property located in Sections 24, Township 15 North, Range 22 West principal meridian Missoula County, Montana, and which lots are more particularly outlined in COS nos. 4245 which is on file in Missoula County, Montana.

WITNESSETH:

WHEREAS, J.R. HOLDINGS is the record owner of Lot B of C.O.S. No. 4245; and

WHEREAS, the HURDS are the records owners of Lots A, C, D and E of C.O.S. No. 4245; and

WHEREAS, the declarants hereto own parcels of real property which adjoin each other and desire to place restrictions, convents and conditions upon said real property for the use and benefit of themselves as present owners and for the future owners thereof;

WHEREAS, the declarants acknowledge that there is currently a Declaration of Covenants, Conditions and Resurictions of record filed at book 254, page 1382 in the Clerk and Recorders office of Missoula County, Montana, which relates to the property described herein; however, the parties further acknowledge that they wish to clarify and add to those covenants already of record as to the above described property.

NOW, THEREFORE, Declarants hereby declare that all the real property described herein shall be held, sold and conveyed subject to the following additional covenants, conditions and restrictions, all of which are of the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. Such covenants, conditions and restrictions shall be binding on all parties having or acquiring any right, title or interests in the above described real property or any part thereof and shall inure to the benefit of each owner thereof.

1. Land Use. All Lots in the above described property shall be used for residential purposes only. No business trade, manufacture, or other commercial activity shall be conducted thereon except a home office that requires no client/customer visitation to the premises. No lot shall be subdivided so that any residential site contains less than nineteen (19) acres and there shall not be more than one residential dwelling per lot.

2. Buildings. No buildings shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling and other reasonable outbuildings. All single family dwellings shall have a minimum of Fifteen Hundred (1500) square feet of living area. All construction must be in accordance with all State and local building codes and conforming to building plans and specifications for said construction, which



shall be designed and approved by an architect licensed by the State of Montana. All such house, buildings or structures shall be of permanent construction and must be newly constructed, however, suitable used materials may be utilized in such new construction. All structures shall be completed as to external appearance within nine(9) months of commencement of construction. No trailers, mobile homes, or other non-permanent structures shall be utilized as a residences.

3. Maintenance. Each property owner shall provide exterior maintenance. The premises, improvements, and appurtenances shall be maintained in a safe, clean, neat and orderly condition. No rubbish or other waste shall be allowed to accumulate on the property. All containers for the storage and disposal of garbage shall be kept in a clean and orderly condition.

4. Hunting. No hunting of any kind shall be permitted within the boundaries of these tracts.

5. Sanitation. The owner of each tract shall comply with all governing laws and regulations relating to water supply, sewage disposal, air pollution, solid waste disposal, hazardous waste disposal and other sanitary requirements.

In the event that either party institutes legal action for the enforcement of any right, obligation, provision or covenant of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to costs of suit.

These protective restrictions, covenants and conditions, their burdens and restrictions, shall run with the land and shall bind the Grantors, their successors and assigns.

J.R. HOLDINGS, INC.,  
A Montana Corporation

DATED: 5/8/95

By: J.B. Richardson  
J.B. Richardson, Authorized

Agent

State Montana )  
                  ) ss.  
County Missoula )

On this 8th day of May, 1995, before me, the undersigned Notary Public for Montana, personally appeared J.B. Richardson, known to me to be an authorized agent of J.R. Holdings, Inc., a Montana corporation, that executed the within instrument and acknowledged to me that such corporation executed the same and stated that he was authorized to execute the instrument on behalf of such corporation.

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



Neushie Lee Grant

Notary Public for: MT  
Residing at: MSLA  
My Commission Expires: 8.17.95

DATED: 5/3/1995

John D. Hurd  
John D. Hurd

DATED: 5/4/95

Jill J. Hurd  
Jill J. Hurd

STATE OF INDIANA )  
~~Montana~~ )  
County of Allen ) ss.

On this 3 day of <sup>MAY</sup> ~~April~~, 1995, before me, the undersigned Notary Public for the State of Montana, personally appeared John D. Hurd and ~~\_\_\_\_\_~~ known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Thomas J. Locke  
Notary Public for the State of ~~Montana~~ Indiana  
Residing at: FT. Wayne, IN 46802  
My Commission Expires: 4.22.95  
Allen County, IN

STATE OF TEXAS )  
                          ) SS:  
COUNTY OF DALLAS )

On this 4th day of May, 1995, before me, the undersigned Notary Public for the State of Texas, personally appeared Jill J. Hurd, 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 set my hand and affixed my Notarial Seal the day and year first above written.

SHARON FLYNN COOPER

(Printed Name)

Notary Public for the State of Texas  
Residing at: DALLAS MEDALLION

My commission expires: 1-10-99



95 MAY 10 AM 2 57

9508714

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 10 DAY OF May 1995 AT 2:57 O'CLOCK P M AND IT IS RECORDED IN VOL 440 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 2087 FEE 24 PAID CK  
RETURN TO WESTERN TITLE & ESCROW WITNESS MY HAND, VICTOR M. ZIEGLER, COUNTY RECORDER  
ADDRESS MISSOULA, MT BY Carol A. Ziegler DEPUTY DOC. DM