

RECORDED: 11/24/2004 3:22 COVENANTS

Nedra P. Taylor

CLERK AND RECORDER BY: *Tena L Miller*

FEE: \$84.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

by

Danny M. Vines and Nancy T. Vines

THIS DECLARATION made this 15 day of October, 2004, by Danny M. Vines and Nancy T. Vines, owners of the following described real property, hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property in Ravalli County, State of Montana known as DVN Commercial Subdivision and more particularly described in Exhibit "A", being the Plat of DVN Commercial Subdivision, attached hereto and by this reference incorporated herein; and

WHEREAS, the Declarant intends to develop DVN Commercial Subdivision into a commercial subdivision of individual units consisting of buildings designed for commercial offices and retail businesses. Each unit shall be subject to this Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant desires to provide for the preservation of the distinctive quality of DVN Commercial Subdivision and for the maintenance of a common area and the buildings and for these purposes, the Declarant desires to subject the real property hereinafter described to this Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant hereby declares that all the property described in Exhibit "A" attached shall be held, sold, and conveyed subject to the following limitations, restrictions, regulations and uses upon and of such real property as restrictive and protective covenants, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the DVN Commercial Subdivision by providing a reasonably uniform plan for the development and maintenance of the same as a desirable commercial development. This Declaration of Covenants, Conditions and Restrictions shall run with the real property and shall be binding upon all parties having or acquiring any right, title, or interest in the described property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the owner thereof.

ARTICLE I

Property Subject to Covenants and Restrictions

Section 1. Description of DVN Commercial Subdivision. The real property to which this Declaration relates, and which is subject to the Covenants and Restrictions, is the property which Declarant is developing, and said real property is legally described as follows:

DECLARATION OF COVENANTS
DVN COMMERCIAL SUBDIVISION

PAGE 1 OF 12

Ret
MT NWC0
PO B178777
MISSOULA MT
59807

A parcel of land in the S1/2NW1/4 of Section 11, Township 3 North, Range 21 West, P.M.M., Ravalli County, Montana, and being more particularly described as Parcel C, Certificate of Survey No. 294. EXCEPTING AND RESERVING THEREFROM that portion deeded to the State of Montana in Book 186 of Deeds, page 775.

Section 2. DVN Commercial Subdivision Subject to Covenants and Restrictions. DVN Commercial Subdivision is hereby made and declared to be subject to the conditions, covenants, restrictions, reservations, grants and easements contained in this Declaration, and the sale, transfer, mortgage, conveyance, use of the Lots and the Common Areas are and shall at all times hereafter be subject to the Covenants and Restrictions.

ARTICLE II

General Purpose of Declaration

Section 1. Statement of Purpose. The purpose of this Declaration of Covenants and Restrictions is to insure a use and development of DVN Commercial Subdivision consistent with the desire and intention of Declarant to establish a commercial subdivision of high quality; to protect the Owners of structures therein against use of DVN Commercial Subdivision, or any part of DVN Commercial Subdivision in a manner that conflicts with complimentary and permissible uses as provided for in this Declaration and incompatible with the proper enjoyment of such a subdivision; to insure that the DVN Commercial Subdivision is at all times carefully and efficiently maintained and that the lawns, private roadways, walks, and open spaces within DVN Commercial Subdivision are always so maintained and operated that they may be enjoyed and used with comfort and pleasure by the Owners of structures within the DVN Commercial Subdivision and by the customers who visit the commercial entities therein. It is the purpose of this Declaration, in general, to provide that DVN Commercial Subdivision will be so managed, maintained, and preserved that it will at all times be regarded as a commercial subdivision of outstanding excellence.

Section 2. Declarant/Subdivision Association. As of the Date of this original Declaration, a Subdivision Association has not yet been formed to oversee and promulgate Rules and Regulations for the DVN Commercial Subdivision. At some time in the future, a Subdivision Association may be formed. Such Subdivision Association will require Owners to pay an annual fee and will assume all of the powers conveyed to the Declarant herein, among other Rules and Regulations.

Section 3. Declarant's Right to Transfer Title to Association. Until the Lots shall have been sold, the development of DVN Commercial Subdivision has been completed by Declarant, and a Subdivision Association has been formed, all of the rights, powers and obligations granted in this Declaration are to be vested in, and possessed by, Declarant.

ARTICLE III

Enforcement

Section 1. Interested Parties. Declarants or their Assigns shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declarant. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by the Declarants or by an Owner of the other adjoining property to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Costs of Enforcement. Should any lawsuit or other legal proceeding be instituted by any person entitled to enforcement against any owner of property who is alleged to have violated one or more of the provisions of this Declaration, the party that loses shall pay the attorneys fees for both the Plaintiff and the Defendant.

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

ARTICLE IV

The Lots and The Owners

Section 1. Creation of Lots. Lots were created by the recording of a Plat of Subdivision. Said Plat of Subdivision shows, for each Lot, a lot number, the legal description, boundary dimensions, and configuration.

Section 2. Designation of Lot. Each Lot may for all purposes, including but without limitation, conveyances and mortgages, be identified and referred to as "Lot Number _____, as described and delineated on DVN Commercial Subdivision Plat or Subdivision, recorded in the Clerk and Recorder's Office of Ravalli County, Montana, as Book ___ and Page _____."

Section 3. Owner. By purchasing or otherwise acquiring a Lot or Lots, each Owner agrees to be bound by all the Covenants and Restrictions contained in this Declaration.

ARTICLE V

Term

The provisions of this Declaration shall be binding unless modified, revoked or amended by unanimous approval of the owners of the properties described and delineated on DVN Commercial Subdivision Plat or Subdivision, recorded in the Clerk and Recorder's Office of Ravalli County, Montana, as Book ___ and Page _____.

ARTICLE VI
Restrictions

Section 1. Easements. Easements and rights-of way are reserved for the creation, construction, and maintenance of utilities, including gas, water, telephone, electricity, sewers, storm drains, public, quasi-public, and private, as well as for any public, private, or quasi-public utility or function necessary or expedient for the public health and welfare. The easements and rights-of-way shall be confined to the rear six feet of every lot and six feet along the side of every building plot, and along every street of the subdivision, and as more particularly shown and described on the plat of DVN Commercial Subdivision.

Section 2. Building Plans. Plans and specifications for construction on any and all structures and Lots must be submitted to the Declarant, for written approval as to quality of workmanship and materials, harmony of external design, size, and existing structures, and as to location with respect to topography and finish grade elevation prior to the commencement of any construction in the subdivision.

The Declarant shall have sole and exclusive decision making authority in connection with the architectural control of the property. Each Owner of a Lot shall comply strictly with the conditions of plat approval for the DVN Commercial Subdivision and shall further comply with any and all laws, regulations, rules, ordinances and building codes pertaining to and governing the improvements and structures erected, constructed or contained on the property. No structural modifications of any structure or Lot shall be undertaken or completed by any Lot Owner, or any third person, without first obtaining the written approval of the Declarant. The Declarant shall be under no obligation to approve exterior structural modifications to structures or to the Lots.

The Declarant may require payment of fees for application for review of proposed modifications, review of complaints or protests alleging violation of these restrictions as to matters within the jurisdiction of the Declarant. Fees as set by the Declarant shall be in an amount sufficient to recently compensate the Declarant for its administrative costs and expenses likely to be incurred in connection with its activities. The Declarant may require payment of the fee in advance as a condition of making its review or determination. Unless waived by the Declarant, failure to pay any fee required for Declarant's review or action shall be interpreted as though the matter was not presented for review and no action of the Declarant is required. The Declarant shall not be liable to any Owner for any damage, loss or prejudice suffered as a result of performance of the Declarant; provided, however, that such Declarant has, with the actual knowledge possessed by it, acted in good faith.

Prior to the commencement of construction of any kind on any Lot, the Lot Owner shall be required to submit to the Declarant for approval in writing the following information:

- (a) Location of the proposed structure;
- (b) Landscaping;

- (c) Building floor plans;
- (d) Exterior elevations and exterior openings of buildings;
- (e) Intended building use;
- (f) Exterior finishes and materials;
- (g) Square footage;
- (h) Exterior color of all structures. Buildings and structures shall have colors compatible with the general concept of the DVN Commercial Subdivision, which shall be construed in the sole discretion of the Declarant.

Section 3. Utility Installation Fee. No construction of any kind shall be commenced until the utility installation fee has been paid, or arrangements for payment satisfactory to the Declarant have been made.

Section 4. Signs. No sign of any kind shall be exhibited in any way on or above the property of the subdivision without the written approval of the Declarant of its duly authorized agent, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale of rent, or signs used by a builder to advertise the property during the construction and sales period, and except for signs in commercial zones advertising accredited businesses.

Section 5. Fences. No fence or hedge shall be erected or maintained on the property of the subdivision which materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence should, if possible, be maintained at no greater than four feet, and shall not in any manner impair the general scheme of the subdivision area. The Declarant may, in its discretion, approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any Lot until after the Height, type, design, and location has been approved in writing by the Declarant, or its duly authorized agent.

Section 6. Outside Lighting. Outside illumination equipment shall not be constructed unless the same is attached to the main structure or, in the alternative, as attached to a pole not to exceed eight (8) feet in height. All outside illumination must be downward pointed and side shielded. "All night" mercury or farm-style outdoor lights are expressly prohibited.

Section 7. Water and Sewage. The laws of the State of Montana and County of Ravalli, as well as the rules and regulations of their administrative agencies, now or in the future in effect with regard to sewage disposal, water supply, and sanitation apply to the subdivision under this instrument. All buildings shall connect with central water and sewer utilities within 90 days when made available. However, wells may be maintained for outside use, including watering of lawns, etc., subject to approval of duly constituted public health authorities.

Section 8. Trucks and Trailers. No Lot shall be used as a junkyard or auto graveyard. No semi-trucks or trailers shall be permitted to be parked in the subdivision for a period of more than four hours, unless the same is present in the actual construction or repair of buildings located on the land, and no trucks or trailers shall be parked overnight.

Section 9. Exterior Maintenance. Each Owner of a Lot shall provide exterior maintenance upon such Lot and structures, if any, to include painting and repairing the structures. The Lot Owner shall maintain the lawn and landscaping of each Lot, including watering. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding area and consistent with the conditions of the County of Ravalli for plat approval and further consistent with the concept for the DVN Commercial Subdivision. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Declarant shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty-day period, the Declarant may then enter such Lot and provide the required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty days after the Owner is billed therefore and shall become a special assessment upon that Lot. The Declarant may exercise all legal rights to collect that assessment. Such entry in the Lot by the Declarant shall not be deemed a trespass.

Section 10. Landscaping Controls. Initial landscaping shall be done by the Lot Owner, and changes in such landscaping shall be made by an Owner only with the prior approval of the Declarant. All landscaping shall be in general conformance with the Parking & Drainage Plan attached hereto as Exhibit B, and by this reference incorporated herein. The Declarant has the right, in making a judgment as to the giving or withholding of approval of proposed changes in landscaping submitted in writing to the Declarant, to consider the desirability of the proposed landscaping or grading in relation to other landscaping and grading in DVN Commercial Subdivision, and to consider the character and qualities of the commercial development existing or being created within the DVN Commercial Subdivision.

Section 11. Parking in Frontage. The Declarant has agreed to pave a parking access road. For the purpose of this provision, the parking access road is described as, approximately 30 feet in width and is located between the southern boundary of Lot 2 and approximately 30 feet north of the northern boundary of Lot 4. Any additional paving that may be required on any lot shall be the sole responsibility of the owner of said lot.

Any additional maintenance, replacement, resurfacing or other requirements relating to the parking access road shall be as set forth in a Road Maintenance Agreement which relates to the real property and which is recorded in the Clerk's and Recorder's Office of Ravalli County, State of Montana. and shall become a special assessment upon that Lot. The Declarant may exercise all legal rights to collect that assessment. Such entry in the Lot by the Declarant shall not be deemed a trespass.

Section 12. Prohibition of Animals. No animals or fowl, domestic or wild shall be kept on any of the Lots without prior written approval of Declarant. In no event may any animal be raised, bred or maintained for any commercial purpose. Animals shall not be permitted to become a nuisance or annoyance to the neighborhood. Violations of the requirements regarding animals shall be considered a breach of these Restrictions, giving rise to such remedies as are allowed by law for the breach of any other Covenants contained herein.

Section 13. Prohibition of Vehicles. Boats and recreational vehicles shall not be stored or parked overnight on any Lot within DVN Commercial Subdivision or elsewhere within the Common Area. Trailers, mobile homes, campers and similar vehicles are included in this prohibition against recreational vehicles. Violation of the foregoing restrictions shall entitle Declarant to enforce the rights and remedies hereinafter specified, whether or not said violation constitutes a nuisance.

Section 14. Garbage. No rubbish, trash, garbage or other waste shall be allowed to accumulate on any Lot except in sanitary containers which shall be emptied on at least a weekly basis by a local garbage collection firm. On garbage collection days, garbage cans may be placed in a location convenient for collection. All garbage shall be stored in containers of metal, plastic or other suitable material, which shall have sufficiently tight fitting covers to prevent the escape of noxious odors and to prevent entrance by pets. Garbage cans shall be stored indoors. There shall be no burning of leaves or trash.

Section 15. Nuisances. No noxious or offensive activities shall be carried on or permitted upon any of the Lots or on the property, nor shall anything be done thereon which may or may become an annoyance or nuisance to the subdivision, nor shall the property or any Lot be used in any way or for any purpose which may endanger the health or safety of, or unreasonably disturb the structure on any Lot. No business or commercial activities dealing in pornographic or adult materials or adult entertainment shall be carried on or permitted upon any of the Lots or on the property. No tent, shack, garage, temporary or permanent building or structure of any kind on the lot shall be used at any time as either a temporary or permanent residence. No plants or seeds or other things or conditions, harboring or breeding or likely to attract noxious insects or creatures, or likely to be conducive to plant disease, shall be brought into or permitted to exist or to be maintained within DVN Commercial Subdivision.

Section 16. Damaged Property. Any structure damaged by fire or other casualty must be removed from the premises or repairs commenced within 120 days unless an extension of time for such removal or repair is granted by the Declarant. Any damaged structure not so removed or repaired may be removed at the Owner's expense and the Declarant may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection herewith. Any costs incurred by the Declarant in relation to this Section shall become a special assessment upon the Lot of the Owner. The Declarant may exercise all legal rights to collect that assessment.

Any damaged structure shall be reconstructed in its original exterior design and shape. The reconstruction or repair of any damaged structure shall strictly comply with the conditions of plat approval of the County of Ravalli and shall further comply with any and all restrictions of any law, regulations, ordinances and building codes pertaining to the design and exterior of the structure. Prior to commencement of construction of the damaged structure, the Lot Owner shall submit to the Declarant for approval written plans and specifications.

Section 17. Noxious Weed Control. The Owner of any lot shall not allow noxious weeds to remain or grow on the lot. Weeds shall be controlled by the use of allowable chemicals, cutting, pulling, tillage or some other form of weed management allowed under the guidelines of the Ravalli County weed control program. Ground disturbance caused by construction or maintenance shall be revegetated with beneficial species at the first appropriate opportunity.

Section 18. Wildlife and Wildlife Habitat. Lot owners shall accept responsibility for the general proximity of wildlife, the potential wildlife/human interactions, and be responsible for protecting their vegetation from damage, or plant only non-palatable vegetation. There is potential for vegetation damage by wild life to lawns, landscaping, flowers and ornamental shrubs located on or near the property. Lot owners shall keep pets on the lot owner's land or under the immediate control of its owner. Harassment of big game animals by dogs is illegal. Montana law also prohibits supplemental feeding of game animals and artificial feeding is prohibited. For more information in the regard, please refer to the Montana Fish, Wildlife and Parks at (406) 542-5500. *(Effects on Wildlife and Wildlife Habitat)*

Section 19. Radon Exposure. The owner understands and accepts the potential health risk from radon concentrations, which are presently undetermined at this location. Unacceptable levels of radon can be reduced through building design and abatement techniques incorporated into structures. *(Effects on Public Health and Safety)*

Section 20. Primary Heat Source. The primary heat source for any newly constructed buildings in this subdivision shall be at least 75% efficient. *(Effects on Natural Environment)*

Section 21. Wavier of Protest to Creation of RSID/SID. Owners and their successors in interest waive all rights in perpetuity to protest the creation of a city/rural improvement district for any purpose allowed by law, including, but not limited to creating and/or improving a community water or wastewater treatment system and improving and/or maintaining the roads that access the subdivision, including related right-of-way, drainage structures, and traffic control signs. *(Effects on Local Services)*

Section 22. Required Posting of County-Issued Addresses for Lots within this Subdivision. The uniform Fire Code 901.4.4 requires lot owners to post the County-issued addresses at the intersection of the interior subdivision road and the parking area for each primary commercial building as soon as construction on the building begins. *(Effects on Local Services-Fire Protection & Public Health and Safety)*

Section 23. Required Installation of On-Site Stormwater Drainage Facilities. Each lot owner is required to install additional stormwater drainage facilities, water supply, and waste water treatment systems on each lot in accordance with the Montana Department of Environmental Quality Certificate of Subdivision Plat Approval filed with the final subdivision plat. Additionally, each lot owner is required to maintain all stormwater drainage facilities located on each lot as shown on the Montana Department of Environmental Quality Certificate of Subdivision Plat Approval including those within the 60' wide easement for the common parking access/interior road adjacent to U.S. Highway 93 and the additional stormwater drainage facilities required to be installed on each lot by the lot owner. *(Effects on Local Services-Road & the Natural Environment)*

Section 24. Covenants and Restrictions - Running With Land. The Covenants and Restrictions created by this Declaration run with the land both as to burden and benefit, and every conveyance or other instrument affecting DVN Commercial Subdivision shall be deemed subject to these Covenants and Restriction and bound thereby as fully and as firmly as if said Covenants and Restrictions were fully set forth in said conveyance or other instrument.

ARTICLE VII

Easements

Section 1. Easements Reserved by Declarant. Notwithstanding any provision herein to the contrary, until such time as the Declarant is no longer vested with or controls title to any part of DVN Commercial Subdivision, the Declarant and its agents and contractors shall have the right (a) to place and maintain on the Property model structures, sales offices, advertising signs, parking spaces and lighting in connection therewith, at such location and in such forms as the Declarant may determine in its discretion, to be used by the Declarant in connection with the promotion, sale, or lease of the Lots or of the structures constructed thereon or to be constructed thereon, (b) to come over, across and upon the Property for the purpose of making alterations or improvements to the structures, Lots or Common Areas, and (c) to store on the Common Areas equipment and materials used in connection with such work on the structures, Lots or Common Areas, all without the payment of any fees or charges whatsoever.

Section 2. Easements for Public Utilities, Sanitary and Storm Sewers, Storm Water Drainage. Declarant, in the Plat of Subdivision for DVN Commercial Subdivision established and reserved, or may establish and reserve, easements over portions of DVN Commercial Subdivision for sanitary and storm sewers, Storm Water Drainage and for all other public utility purposes including electricity, gas, water, cable, television, and telephones, and Declarant has the concomitant right, in connection with said grant of easements, including, but without limitation, the right of maintenance, repair and replacement. Declarant is fully authorized and empowered to execute and deliver any and all documents necessary to implement these provisions, and the Owners shall be deemed to have approved and confirmed such documents, and to be bound thereby. No structure of any kind shall be erected, placed or permitted to remain on such easements.

ARTICLE VIII

Party Walls

Section 1. Owner's Rights and Obligations. Each of the Owners immediately adjacent to a party wall shall have the obligations and be entitled to the rights and privileges granted herein and, to the extent not inconsistent herewith, the general rules of law regarding party walls. If any party wall is damaged or destroyed or destroyed through the act or acts of an adjoining Owner, or his agents, servants, guests, or members of his family, whether such act is willful, negligent or accidental, such Owner shall rebuild or repair the wall in as good a condition as formerly without cost to the other adjoining Owner. Any party wall damaged or destroyed by some act or event other than that produced by one of the adjacent Owners, his agents, servants, guests or family, shall be rebuilt or repaired by both adjoining Owners to the same good condition as formerly, at their joint and equal expense, as promptly as reasonably possible. Any Owner who proposes to modify, rebuild, repair or make additions to its own residence or any reconstruction upon his Lot in any manner which requires the extension, alteration or modification of any party wall, shall first obtain the written consent of the adjacent Owner, in addition to obtaining written consent from the Declaration.

ARTICLE IX

Assessments

Section 1. Assessment for Taxes and Maintenance Prior to Transfer to an Association.

All taxes and expenses for maintenance and operation of the Common Areas and for the services hereinabove specified, performed upon Lots, shall be paid by assessments upon the Owners. Declarant shall make assessments for maintenance and operations on a quarterly basis. The assessments for maintenance and operations shall be subject to periodic adjustment, upward or downward, each such adjustment to be based upon the estimate then made by Declarant of the expense of managing and operating DVN Commercial Subdivision during the period for which the estimate has been made. The Owners shall make assessment payments in a prompt manner after the Declarant has forwarded the assessment amounts to the Owners.

Section 2. Allocation of Assessment Liability Among Owners.

All taxes and expenses in connection with maintenance, improvement, management and operation of the Subdivision, herein sometimes referred to as "Maintenance Expense" shall be borne in equal shares by all the Owners. Each Owner agrees to be liable for and to pay all assessments herein provided for.

Section 3. Lien for Assessments.

If an Owner fails to pay an assessment portion thereof for which he is liable, then the Declarant shall have a lien, effective as of the date on which payment was due, on such Owner's Lot for the purpose of securing the obligation of the Owner in respect of said unpaid assessment or portion thereof.

Section 4. Lien Rights of Declarant.

All of the lien rights and other rights herein provided for shall be possessed by the Declarant as fully and as effectively in ever respect.

ARTICLE X

Compliance, Breach of Covenants, and Default

Section 1. Rights and Remedies of Declarant.

Each Owner is bound by and shall comply with the terms of this Declaration and the Rules and Regulations adopted pursuant thereto and by all amendments to them. A failure by an Owner to comply with this Declaration, or any authorized amendment to said Declaration, shall constitute a Default by such Owner. If a default occurs, the Declarant shall have the right to recover damages at law, to procure injunctive relief, to foreclose on any lien rights the Declarant may have, or to avail itself of any other rights or remedies permitted at law or in equity including court costs and attorney's fees and all other expenses of the proceeding, and all damages, liquidated or otherwise, together with interest thereon at 15% per annum. The rights and remedies of the Declarant shall be cumulative and shall be enforceable concurrently in a single proceeding.

Section 2. Liability of Owners for Negligence.

Each Owner shall be liable for any damage caused by his act or negligence, or by the act or negligence of any party whose right to be upon the DVN

Commercial Subdivision is derived from such Owner, but only to the extent that such damage is not covered by insurance carried by the Declarant.

ARTICLE XI

Amendment of Declaration

Section 1. Amendment. This Declaration may be amended by the Declarant, in its sole discretion or by a vote consenting of such Amendment by an affirmative vote of Seventy-Five Percent (75%) of the voting Members of a later formed Subdivision Association. Amendment other than in accordance with this Article is not permissible. All amendments must be provided, by way of notice, to all Owners within thirty (30) days after adoption of said amendment. In addition, any adopted Amendment must be filed with the Clerk and Recorder's office of Ravalli County, State of Montana.

ARTICLE XII

General Provisions

Section 1. Notices - In General. Notices given pursuant to this Declaration or in connection therewith shall be written, and shall be delivered in person or by mail. Notices shall be deemed delivered on the date personal delivery is made or on the date of mailing. Notice to an Owner may be given to the Owner at his Lot. Notice to the Declarant may be given to the Declarant's address as set forth below.

Section 2. Non-Waiver Except by Written Instrument. No conditions, covenants, restrictions, reservations, grants or other provisions of this Declaration shall be deemed to have been waived by silence, or inaction, or failure to enforce rights or by any other matters whatsoever, other than a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been effected by the failure to enforce rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights, which have occurred.

Section 3. Partial Invalidity - Severability. The invalidity of any of the conditions, covenants, restrictions or reservations herein contained, or of any other provision of whatever nature of this Declaration shall not in any way impair or affect the validity or enforceability of any other provisions of this Declaration, and any such invalidity shall be deemed partial and separable, and all of this Declaration shall be deemed valid, effective and binding except for the invalid provision.

Section 4. Captions. Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text thereof.

Section 5. **Recordation.** Prior to consummation of the sale of the first Lot in DVN Commercial Subdivision by delivery of a deed to said Lot and immediately following the recording of the Final Plat of Subdivision, this Declaration shall be recorded in the office of the Clerk and Recorder of Ravalli County, Montana. All amendments to the Declaration shall also be recorded in said Recorder's Office.

IN WITNESS WHEREOF, this document has been executed on the day and year first above written.

DECLARANT: Danny M. Vines and Nancy T. Vines

SS: [Signature]
Danny M. Vines
P.O. Box 151507
Lufkin, Texas 75915-1507

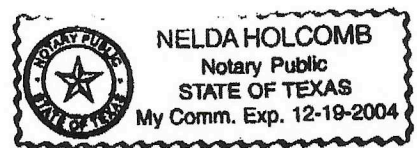
SS: Nancy T. Vines
Nancy T. Vines
P.O. Box 151507
Lufkin, Texas 75915-1507

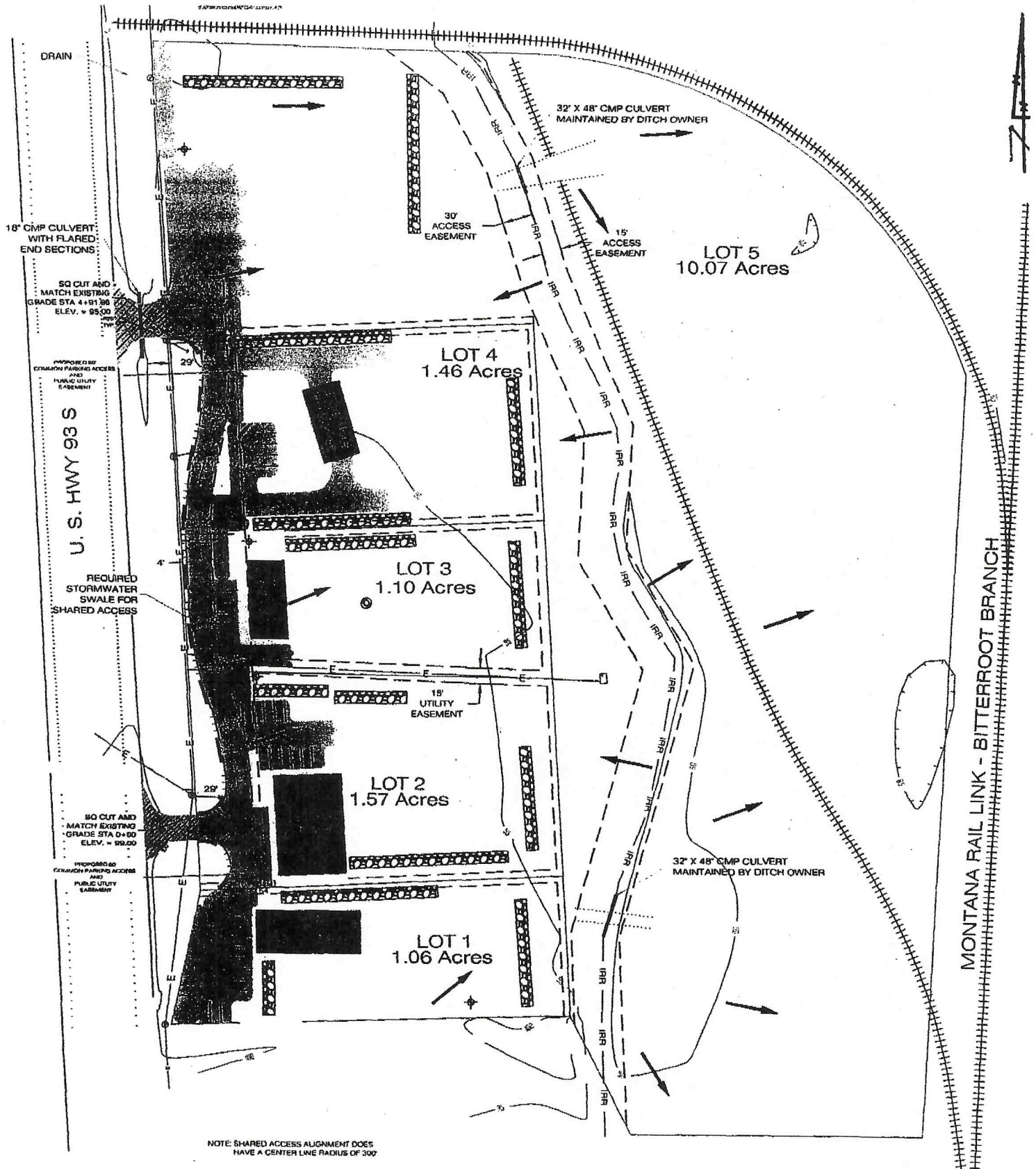
STATE OF Texas }
County of Angelina } :ss

This instrument was acknowledged before me by Danny M. Vines and Nancy T. Vines
on October 15, 2004.

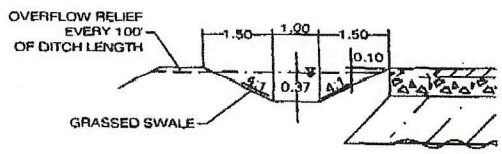
SS Nelda Holcomb
Print Name Nelda Holcomb
Notary Public for the State of Texas
Residing at Lufkin, TX
My commission expires 12-19-04

- SEAL -





NOTE: SHARED ACCESS ALIGNMENT DOES HAVE A CENTER LINE RADIUS OF 300'



SHARED ACCESS DRAINAGE SWALE DETAIL

NO SCALE

landworks
 Consulting & Design, Inc.
 Civil Engineering Land Consulting
 Ph: (406) 542-1415
 Fax: (406) 542-8232
 PO Box 7908
 Missoula, MT 59807

