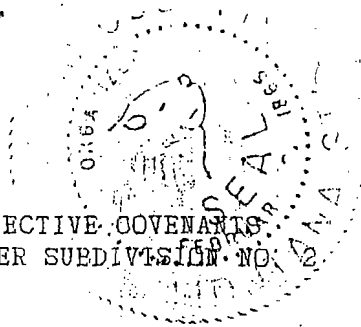


Recorded on the 12th day of Feb 4
A.D. 19 92 at 2:45
o'clock P.M. Book 265 Page 177-180



PROTECTIVE COVENANTS
OF KELLER SUBDIVISION NO. 2

By [Signature] County Recorder
[Signature] Deputy Recorder

*#2400
Carole A. Alcock
3800 Beaverhead Ave Al #23
ill, mt.
59725*

It is understood and agreed that all of the property comprising Keller Subdivision No. 2 is subject to the following covenants, conditions, restrictions, and reservations which covenants, conditions, restrictions, and reservations shall apply to and run with the land in said subdivision. All successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to land in said subdivision as the original owners of said properties.

1. Except as provided herein, the primary building or structure upon the property shall be a single family dwelling house used for residential purposes only. Other buildings upon the property, such as garages and storage sheds, must be attractively finished. No mobile homes or modular homes shall be allowed within the subdivision. The Homeowners Association may enact such other rules as it deems necessary from time to time to regulate the size and location of outbuildings.

2. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the property shall at any time be used as a temporary or permanent residence. No temporary structure shall be used as a residence except motor homes or trailers of persons temporarily visiting residents.

3. No structure shall be placed within twenty-five (25) feet of any street or road or within ten (10) feet of any lot boundary. The area of ground covered by any dwelling structure, exclusive of any garage, shall not be less than nine hundred (900) square feet. Construction of any structure shall be completed within twelve (12) months of commencement. This provision shall not apply to unfinished basements.

4. Each lot and the improvements situated on the lot shall at all times be kept clean, sightly, and in a wholesome condition, and no trash, litter, or junk shall be permitted to remain exposed upon the property. All garbage containers shall be located in appropriate areas. No inoperable or "junk" vehicle shall remain on any lot or nearby street for a period longer than 90 days.

5. No chickens, pigs, goats, cattle, horses, or any other livestock or animal of offensive nature may be kept on the property either

temporarily or permanently. Pets, such as dogs and cats, shall at all time be kept under control and shall not be permitted to wander or roam at will. The Homeowners Association may enact such other rules as it deems necessary from time to time to regulate and control animals within the subdivision.

6. No commercial business or trade shall be carried on upon the property, nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood.

7. Except as provided herein no lot shall be subdivided.

8. The subdivision Homeowners Association may create such rules and regulations as may be necessary for the regulation and maintenance of the Association water system and the regulation, construction and maintenance of swimming pools. Said regulation may include special water rates and water conservation measures. As of October 2, 1991 each lot shall be limited to one 3/4" water hookup. If the owners of a lot should wish to change the location of that hookup, they will do so at their own expense after notification to the Homeowners Association board.

9. These protective covenants shall extend to include, and be enforceable against each lot of the Keller Subdivision No. 2, Beaverhead County, Montana. Provided, however, that the use of Lot 16, Block 1, thereof shall not be burdened by the restrictions of paragraphs (1) or (6) above if its owner or owners desire to use said Lot 16, Block 1, for the operation of a retail store, or by the restrictions of paragraph (7) above if its owner or owners desire to subdivide said Lot 16, Block 1, into two equal lots.

10. If any owner of a lot in said subdivision, or any person shall violate any of the covenants or restrictions herein set forth, it shall be lawful for any owner or owners of property in said subdivision or the Board of Directors of the subdivision Homeowners Association to initiate appropriate proceedings at law or in equity either to prevent the violation, to recover damages for such violation, or pursue any other remedies provided by the laws of the state of Montana. Failure by any person to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so at a later date.

11. These protective covenants may be amended in whole or in part at any time by the owners of a majority of the lots of said subdivision. Said amendments shall be in writing and shall be effective when recorded with the Beaverhead County Clerk.

12. These covenants and restrictions are to run with the land and be perpetual.

13. All zoning laws, rules and regulations of any government agency having jurisdiction over this land are considered to be part hereof and enforceable hereunder.

14. In addition to the remedies contained in paragraph (10) above, the Association may elect to notify in writing any owner who fails to comply with any of these covenants or restrictions. Said notice shall be either served personally or mailed by certified mail, return receipt requested to the owner at the owner's last address.

15. Invalidation of any of these restrictive covenants, or any provision hereof, shall in no wise affect any of the other restrictive covenants or provisions hereof. In the event any provision of these covenants is held to be invalid, the remaining provisions shall be deemed to be in full force and effect.

Stanley

Dee

Sam Young

Clay Dennis

Lawrence W. Keefe

Karla J. Fogel

Dennis A. Hirschbach

Pat Ciglar

Tommy Helms

David Schulz

Scott McDoerpal

James L. Williams

Judy Ulrich

Lucie Bramlette

Sue Karan

Jimmy Baker

Jack J. Powell

Walter W. Bunch

Walter E. Kelleher

Larry A. Robinson

Sharon Worzburger

Christina Y. Lurie

Ann H. L. Lurie

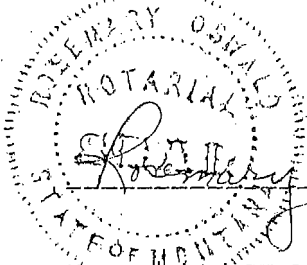
Debbie Jeffers

Rick Jeffers

We the undersigned state the PROTECTIVE COVENANTS OF Keller Subdivison II that were drawn up and voted on at the meeting that was held on Oct. 2, 1991 at the home of P.K. Parikh are correct and follow the wishes of over fifty percent (50%) of the home owners of the Keller Subdivison. This document of fifteen covenants and signatures is contained in three (3) pages.

P. Parikh
P.K. PARIKH 2/6/92

SIGNED BEFORE ME THIS 4th DAY OF THE Feb MONTH OF THE 1992 YEAR


Rosemary Oswald


MY COMMISSION EXPIRES 29th DAY July MONTH 1992 YEAR

Carole A. Alcock
CAROLE A. ALCOCK

SIGNED BEFORE ME THIS 12th DAY OF THE Feb. MONTH OF THE 1992 YEAR

ROSALEE B. RICHARDSON
Clerk & Recorder

Lynne D. Clinton


MY COMMISSION EXPIRES NA DAY _____ MONTH _____ YEAR

"EXHIBIT B"

PROTECTIVE COVENANTS

It is understood and agreed that this conveyance is made and accepted and the realty is hereby granted, on and subject to the following covenants, conditions, restrictions, and reservations (in addition to any hereinabove of hereinafter mentioned), which covenants, conditions, restrictions, and reservations shall apply to and run with the conveyed land; all successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties hereto.

(1) No building or structure of any kind whatsoever other than a single dwelling house shall be erected on the property, and any such dwelling house shall be used for residential purposes only.

(2) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(3) No structure shall be placed within twenty-five (25) feet of any street or road or within ten (10) feet of any lot boundary. The area of ground covered by any dwelling structure, exclusive of any garage, shall not be less than nine hundred (900) square feet. Construction on any structure shall be completed within twelve months of commencement.

(4) The property shall at all times be kept clean, sightly, and in a wholesome condition, and no trash, litter, or junk shall be permitted to remain exposed upon the property. No inoperable vehicle shall remain on the property or nearby street for a period longer than 90 days. No chickens, pigs, goats, cattle, horses, or any other livestock or animal of an offensive nature may be kept on the property either temporarily or permanently. Pets, such as dogs and cats, shall at all times be kept under control and shall not be permitted to wander or roam at will.

(5) No commercial business or trade shall be carried on upon the property, nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood.

(6) The property shall not be subdivided.

(7) These protective covenants shall limit the use of each lot of the Keller Subdivision #2, Beaverhead County, Montana, provided however, that the use of Lot 16, Block 1, thereof shall not be burdened by the restrictions of paragraphs (1) or (5) above if its owner or owners desire to use said Lot 16, Block 1, for the operation of a retail store, or by the restrictions of paragraph (6) above if its owner or owners desire to subdivide said Lot 16, Block 1, into two equal lots. If any owner of a lot in said subdivision, or any person, shall violate any of the covenants or restrictions herein set forth, it shall be lawful for any owner or owners of property in said subdivision to initiate appropriate proceedings at law or in equity either to prevent the violation or to recover damages for such violation.

(8) The protective covenants may be changed in whole or in part at any time by recording in the office of the Clerk & Recorder, Beaverhead County, Montana, a written instrument describing any modification and signed by the owners of a majority of the lots of said subdivision.

(9) These covenants and restrictions are to run with the land and be perpetual.

(10) All zoning laws, rules and regulations of any government agency having jurisdiction over this land are considered to be part hereof and enforceable hereunder.

(11) Invalidation of any of these restrictive covenants, or any provision hereof, shall in no wise affect any of the other restrictive covenants or provisions hereof, all of which shall remain in full force and effect.

INDEXED

157625

STATE OF MONTANA-COUNTY OF BEAVERHEAD ss
Recorded on the 17th day of
December A. D. 19 79 at 1:30
o'clock P. M. Book 220 Page 928
By Margaret J. [Signature] County Recorder
By [Signature] Deputy Recorder
Keller Sub. #2 2:00