

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONSOFCRESTVIEW EIGHTY NO. 1

THIS DECLARATION is made this ____ day of August, 1984, by CRESTVIEW EIGHTY, a General Partnership, consisting of HOUSE VENTURES CO., a Montana Corporation, 1290 Swan Hill Drive, Bigfork, Montana 59911, and MAC MILLAN DRUG, a Montana Corporation, 2 Sunset Plaza, Kalispell, Montana 59901; hereinafter referred to as the Declarant.

RECITALS

1. The Declarant has filed a plat of certain lands in Flathead County, Montana, known as CRESTVIEW EIGHTY, No. 1, with the Clerk and Recorder of said County, on the 3rd day of May, 1985 as Document Number 8512308000 in File Case 2-1-22 of Plats, as Abstract Number 801.

2. The Declarant and the persons named at the end of and signing this declaration are the owners of all the lots in said CRESTVIEW EIGHTY, NO. 1 and are desirous of subjecting said real property to the conditions, covenants and restrictions hereinafter set forth, each and all of which are for the benefit of said property and for each owner and contract purchaser thereof, which shall inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest of any owner or contract purchaser thereof;

NOW THEREFORE, the Declarant having established a general plan for the improvement and development of said property does hereby establish the conditions, covenants and restrictions upon which and subject to which all the property and any portions thereof shall be improved or sold and conveyed by them as owner and hereby declare that said property is and shall be held, transferred, sold and conveyed subject to the conditions, covenants and restrictions hereinafter set forth which are to run with the land and shall be binding upon all successors in interest of the Declarant and the present owners.

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ARTICLE I DEFINITIONS

Section 1: "Association" shall mean and refer to the Crestview 80 Homeowners' Association, Inc., a non-profit corporation, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain property described herein as Crestview Eighty No. 1. "Properties" shall also mean and refer to any addition of real properties as may hereafter be brought within the jurisdiction of the Association, excepting that such reference shall in no way subject such additions to the Protective Covenants hereinafter set forth. All future additions to Crestview Eighty No. 1, although being a part of the Association, shall have their own Protective Covenants in keeping with Crestview Eighty Partnership's overall plan of development.

Section 3: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5: "Member" shall mean and refer to every person or entity who is a member of the Association.

Section 6: "Owner" shall mean and refer to every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association. Record owners who have sold any Lot under a contract for deed shall not be considered owners but the Purchasers of any Lot who are purchasing any Lot under a contract for deed shall be considered the owner for all purposes herein. Persons or entities having an interest in any Lot merely as security for the performance of an obligation are hereby excluded.

Section 7: "Declarant" shall mean and refer to CRESTVIEW 80, a general partnership.

Section 8: "Class A" members shall be all members except the Declarant.

Section 9: "Class B" members shall be the declarant.

ARTICLE II PROTECTIVE COVENANTS

The real property described above is subjected to these conditions, covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot created; to protect the owners and contract purchasers of tracts of land against such improper use of surrounding building lots as will depreciate the value of their property; to preserve so far as is practicable the natural beauty of said property;

to guard against the construction of buildings of improper or unsuitable material; to provide for architectural control of buildings proposed to be constructed on a lot; to insure the highest and best development of said property; to encourage and secure the construction of attractive buildings and to provide for high quality improvements on said property and thereby to enhance the values of improvements made by purchasers of lots.

Section 1: Architectural Control Committee.

The Architectural Control Committee shall consist of the Board of Directors of the Association or of a special Architectural Control Committee of at least three persons appointed by the Board of Directors of the Association all of whom must be members of the Association.

Section 2: Architectural Control.

All lot owners intending to construct a dwelling or build any type structure whatever upon any lot or move any building onto any lot, shall first submit their plans and specifications in writing to the Architectural Control Committee. No dwelling, house or other structures, including but not limited to fences, tool sheds, pet enclosures, shall be erected, placed or altered on any lot until the construction plans and specifications and the proposed site have been approved in writing by the Architectural Control Committee as to the quality of workmanship, materials, harmony of external design with existing structures and location of the structure with respect to topography and lot lines and finish grade elevation. The approval herein required shall also be required with respect to any alteration in the exterior appearance of an existing building including changes in the type of siding or roofing.

Section 3: Approval by Committee: Approval or

disapproval by the Architectural Control Committee must be in writing. In the event the Committee fails to act within 30 days after proposed plans and specifications of any structure have been submitted to them in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the entire dwelling, no specific approval shall be required for such structure and the pertinent provisions of this Declaration shall be deemed to have been fully complied with.

Section 4: Interference with Easements: Easements

for installation and maintenance of utilities and drainage facilities are reserved over, under, and across affected lots and granted to the present and future owners of lots benefitted as such easements are shown on the recorded plat of Crestview Eighty No. 1 and for the use and benefit of any lot owners of any other property annexed as provided herein. Telephone, cable television, and electric service shall be placed underground. Any lot owner who shall place any building, improvement, shrub, hedge or tree on any easement shall be required without notice at the request of any other affected lot owner or utility company to remove such structure, improvement or vegetation if such removal shall facilitate installation, repair or maintenance of utilities within said easement area.

Section 5: Land Use and Building Type.

No structure shall be erected, altered, placed or permitted to remain

on any portion of any lot other than a single family private dwelling having a garage no larger than is convenient and necessary for the storage of three (3) automobiles, boats or pickup trucks. Such other buildings as may be incidental to residential use of the property are permitted but in no case shall there be constructed or maintained any garage or storage facility larger than is necessary to accommodate a conventional pickup truck and camper or boat and trailer not to exceed twelve (12) feet in height.

No trade, craft, business, profession, commercial or manufacturing activity at any time shall be carried on or conducted from any single family residence, multiple family residence or commercial residential unit. However those arts, crafts, or professions conducted solely by family members conducted entirely within residential structures shall be permissible as shall be instructional or child care activities such as music lessons, day care and nursery activities for no more than five (5) children. No traffic shall be generated by such home activities in greater volume than would normally be expected in a residential neighborhood. No equipment or process shall be used which creates visual or audible interference with any radio, television, or telephone receivers off the premises or which cause fluctuation in electrical line voltage off the premises. No satellite television or radio receiver or antenna exceeding 4 feet in diameter shall be allowed on any lot unless it is screened from view.

Section 6: Building Site Single Dwellings. No lot shall have more than one dwelling house located upon it and no lot shall be divided. However, the Architectural Control Committee is authorized to approve exceptions to this section and permit a lot to be divided or a structure to be built on portions of two or more lots when in its discretion such action is considered consistent with the objective and purposes of these covenants.

Section 7: Building Site Multiple Dwellings. Notwithstanding Section 5 and Section 6, the Declarant may in their absolute discretion use any lot or lots for multiple family dwellings. However, a multiple family lot may be used for multiple family dwellings only if the lot or lots is served by the Bigfork Sewer District facilities and complies with the State of Montana and County of Flathead sanitary restrictions.

Section 8: Building Standards: The following construction standards shall be followed for all buildings placed on the lots:

(a) All construction once begun shall be completed as to exterior finish within one (1) year after start of construction.

(b) No structure of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built or moved onto any lot.

(c) No structure commonly described as "mobile home" or "trailer" shall be placed or remain on any lot for any purpose except that recreational vehicles and travel trailers may be kept and used subject however to Section 12 of this Article.

(d) No building on any lot shall have metal exterior siding or roofing.

(e) No structure commonly described as "A-frame" shall be permitted on any lot.

(f) Each structure once constructed on a lot shall be kept in the same condition as at the time of its initial construction, excepting only normal wear and tear. All structures shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the owner shall with due diligence rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Reconstruction shall be completed within one year of the casualty.

Section 9: Seeding, Planting and Weed Control.

Wild weeds and grass shall be mowed on a regular basis to prevent them from reaching seed stage. Whenever a structure is constructed on any lot, the owner of said lot shall within a reasonable time thereafter seed and plant a lawn or other vegetable ground cover.

Section 10: Signs. No advertising signs other than one small "for sale" or "for rent" signs shall be exhibited in any way upon a lot; however, for a period of fifteen years the declarant shall be permitted to place signs upon unsold properties.

Section 11: Pets. No animals, reptiles or livestock of any kind other than a dog, cat, or bird shall be kept or maintained on any lot for any purpose. All animals permitted by this section shall be contained within the boundaries of their owner's lot. Provided however, any animal that barks, howls, bites, roams at large or chases vehicles shall not be kept within the subdivision at any time.

Section 12: Recreational Vehicles. No mobile homes, trucks exceeding one-ton capacity, trailers, boats or unsightly vehicles shall at any time be parked on any road or lot within the subdivision except those vehicles or equipment that are stored within the confines of a lot owners garage. Commercial or construction equipment may be stored on a lot site or street only during periods of construction.

Section 13: Lot Appearance. No part of any lot shall be used to store or place rubbish, trash, garbage, junk cars or other unsightly objects.

Section 14: Setback lines. No building shall be located on any lot closer than 5 feet to the property line or utility easement.

Section 15: Exterior Maintenance. Each lot owner shall provide for exterior maintenance of their structures including painting, staining, sealing and repairs. Each lot owner shall avoid accumulation of refuse, unsightly objects or other material prohibited by these covenants.

Section 16: Sewage. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Health and the County of Flathead, Montana. In the event annexation or permission is obtained which would allow the lots in the subdivision to hook up to the Bigfork Sewer District facilities then each lot owner shall hook up to said facilities at their own expense no later than 180 days after annexation or permission is obtained.

Section 17: Garbage. All garbage cans used in connection with any dwelling on any lot shall either be sunk in the ground to ground line, placed in an enclosure completely screened from view or kept in the garage.

Section 18: Nuisances. No noxious or offensive activity shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall a lot be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb the residents of any lot. Outdoor barbecues are not considered nuisances under this section.

Section 19: Boundary Control Monuments. The Declarant has caused survey monuments to be placed on the corners of each lot. It shall be the responsibility of the owner of each lot to immediately provide for professional replacement of any survey monuments that are removed, lost or obliterated from his lot.

ARTICLE III ANNEXATION

Section 1: Crestview Eighty properties. If within twenty-five years of the date of incorporation of the Association, the Declarant should develop additional lands within any of the area described as follows:

Lots 1 to 9 inclusive of Block 1; Lots 1 to 9 inclusive of Block 2; Lots 1 to 8 inclusive of Block 3; Lots 1 to 8 inclusive of Block 4; Lots 1 to 6 inclusive of Block 5; Lots 1,2,3,4,6R and 7 inclusive of Block 6, and all of the corrected plat of Kildare tracts subdivision according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana,

such additional lands shall be annexed to the association (and thereby add to its membership at the request of the Declarant and without the assent of the Class A Members. Although the development of such additional lands shall be in accordance with a general plan for the overall development of the Crestview 80 area by the Declarant, each such additional area so developed shall be subject only to those protective covenants as may be made applicable to that area.

Section 2: Other properties. The association may, at any time, annex additional residential properties and common areas and so add to its membership; provided that any such annexation shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE IV MEMBERSHIP

Section 1: Every person or entity who is a record owner of a fee, or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, whether in Crestview Eighty No. 1 or in any additions thereof, shall be a member of the Association; excepting however, any person or entity who has sold or is selling any such lot under a contract for deed shall not qualify as a member of the Association. Every person or entity purchasing any such lot under a contract for deed shall be a member of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership. Both partners of the Declarant shall be considered as landowners for purposes of association membership, and shall therefore be members of the Association so long as the Declarant owns one or more lots which are subject by covenants of record to assessment by the Association.

ARTICLE V VOTING

Section 1: Class A. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot the vote for such lot shall be exercised as such persons among themselves determine but in no event shall more than one (1) class A vote be cast with respect to any lot except those lots where multi-family dwellings are located in which case one vote shall be allowed for each dwelling situated on the lot.

Section 2: Class B. The Declarant shall be entitled to three (3) votes for each lot in which it holds the interest required for membership. The President of each corporate partner shall exercise the votes which the partnership is entitled to cast.

Section 3. Single Class. The distinction between classes of membership shall terminate on the happening of either of the following events, whichever occurs earlier:

(a) When the total outstanding votes in Class A membership equal the total outstanding votes in Class B membership;

or

(b) January 1, 1994

When such distinction of classes terminates, all members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as such persons among themselves determine but in no event shall more than one (1) vote be cast with respect to any lot except those lots where multi family dwellings are located in which case one vote shall be allowed for each dwelling situated on the lot.

ARTICLE VI ROADWAY SYSTEM AND ASSESSMENTS

Section 1: Roadways. The Declarant hereby declares that the Association is the owner of all the roadways described and depicted on the plat of Crestview Eighty No. 1. for the use and benefit of the lot owners of Crestview Eighty No. 1 and for the use and benefit of owners of lots in any additional land as described in Article III, Section 1 hereof which Declarant may develop in the future, or pursuant to Section 2 of Article III by the owners.

Section 2: Creation of Personal Obligation.
In order to finance the maintenance, repair, taxes, insurance and other costs incurred in owning, improving and maintaining the roadway, the declarant for each lot owned within the properties, covenants to and with each other owner of any lot by acceptance of a deed or contract for purchase of any lot within the properties, whether or not it shall be so expressed in said deed or contract is deemed to covenant and agree to be a member of and subject to the assessments and duly enacted by-laws and other rules of the Association. The Association is authorized and directed to determine annually the amount necessary to maintain and improve the roadway and assess each lot owner accordingly. Each assessment shall be the personal obligation of the Owner of each Lot as of the date of assessment. This personal obligation shall not pass to successors in title unless expressly assumed by them.

Section 3. Uniform rate of annual assessment.
Annual assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the board of directors. However, where one owner is utilizing more than one lot as a single homesite and has commenced or completed construction of a dwelling thereon, the directors may in their discretion elect to treat such owner the same as a single lot owner for assessment purposes. Lots which have multi-family dwellings on them shall be assessed such that each dwelling on the lot is assessed as one lot. For example, if each lot is assessed \$50.00 per annum for

roadway maintenance and improvement then a lot with a four plex (apartment, condominium or townhouse) would be liable for the payment of \$200.00.

Section 4: Special Assessments. In addition to the annual assessment authorized above, the Association, through its Board of Directors, may levy in any assessment year, a special assessment applicable to that year only, which shall be in addition to the annual assessment. Such special assessment shall be exercised and levied only for the purpose of defraying in whole or in part the cost of any installation, construction, or reconstruction repair or replacement of a portion or all of the roadway, provided that before any such special assessment may be levied, it shall have the assent of two-thirds (2/3) of the total of both classes of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5: Commencement of Assessments. The Board of Directors of the Association is authorized to make the first annual assessment at such time as it determines appropriate. Such first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of each annual and special assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every owner of record at that time. The due dates shall be established by the board of directors. If the assessment (special) is such as requires a vote of the members, this shall be done before the assessment becomes effective. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid and if not paid the amount owing thereon.

Section 6: Nonpayment of assessments. Any assessments or installment payments on assessments which are not paid when due shall be delinquent. If the amount is not paid within thirty (30) days after the due date, the amount shall bear interest from the date of delinquency at the rate of 12% per annum. The Association may bring an action at law to collect the amount of the assessment together with interest, court costs and reasonable attorneys' fees for such action.

ARTICLE VII TERM OF DECLARATION

The provisions of this declaration shall be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall automatically be extended for successive periods of ten (10) years unless there shall be recorded an instrument signed by the owners of 75% of the lots who agree to change this declaration in whole or in part.

ARTICLE VIII
AMENDMENTS

This Declaration may be amended from time to time by recording an instrument in writing signed by the owners of at least 75% of the lots in Crestview 80, No. 1 and the Board of County Commissioners agreeing to such amendment.

ARTICLE IX
ENFORCEMENT

Section 1: The Declarant or any lot owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and amendments now or hereafter imposed pursuant to the provisions of this Declaration. The failure of the Declarant, the Architectural Control Committee or any owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. The Declarant shall not have the duty to take any affirmative action to enforce any restrictive covenants nor shall it be subject to any liability for its failure to so act.

Section 2: The Architectural Control Committee may notify any owner violating any restrictive covenant specifying the failure and demanding that it be remedied within a period of thirty (30) days. If the owner fails or refuses to remedy the violation, the committee, at the lot owner's expense, shall correct the deficiencies set forth in the notice. If the lot owner fails to reimburse the committee 30 days after mailing a statement for correcting the deficiencies, the committee through the association may institute a civil action to collect such sum of money together with court costs and reasonable attorneys fees. No entry upon a lot by the committee, or its agent for purposes of enforcing these covenants shall be deemed a civil or criminal trespass.

Section 3: Attorneys Fees. If any person entitled to do so shall commence legal proceedings in court to enforce any provisions of this agreement, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys fees and costs of said action.

Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this instrument to be executed the day and year first above written.

CRESTVIEW EIGHTY

85123 08030

HOUSE VENTURES, CO.

BY: Neil Sliter
Its President

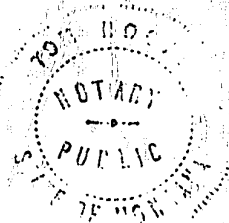
MAC MILLAN DRUG

BY: Wesley House
Its President

STATE OF MONTANA)
County of Flathead) ss

On this 30th day of August, 1984, before me, the undersigned a Notary Public for the State of Montana, personally appeared Neils Sliter, President of Mac Millan Drug and Wesley House, President of House Ventures Co. known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said corporations who are the general partners of CRESTVIEW EIGHTY.

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



Tom Hoover
Notary Public for the State of Montana
Residing at Bigfork, Montana
My Commission Expires May 19, 1985

85123 08030

CONSENT AND RATIFICATION

We, the undersigned do hereby affix our signatures to this declaration by virtue of each of us having an ownership interest in the property subject to these declarations and do hereby agree to be bound by and abide by these covenants and all the terms, conditions and obligations stated therein.

Edmund C. O'Brien

EDMUND C. O'BRIEN

BY:

Kenneth J. O'Brien

His attorney in fact

Kenneth J. O'Brien

KENNETH J. O'BRIEN

Dorothy H. O'Brien

DOROTHY H. O'BRIEN

Alfred E. John

ALFRED E. JOHN

Mildred J. John

MILDRED J. JOHN

Gary S. Zumberge

GARY S. ZUMBERGE

Susan Tharinger Zumberge

SUSAN THARINGER ZUMBERGE

Gerald J. Bygren

GERALD J. BYGREN

Kathryn O. Bygren

KATHRYN O. BYGREN

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Daniel J. Krause
DANIEL J. KRAUSE

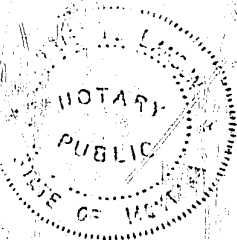
Mary P. Krause
MARY P. KRAUSE

Ruth Fast
RUTH FAST

STATE OF MONTANA)
County of Flathead) ss

On this 23rd day of ^{Jan.} ~~August~~ 1985, before me, the undersigned a Notary Public for the State of Montana, personally appeared Kenneth J. O'Brien, Dorothy H. O'Brien, Alfred E. John, Mildred J. John, Gary S. Zumberge, Susan Tharinger-Zumberge, Gerald J. Bygren, Kathryn O. Bygren, Daniel J. Krause, Mary P. Krause, and Ruth Fast, Kenneth J. O'Brien as attorney in fact for Edmund C. O'Brien 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 hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.



Chie J. Lundon
Notary Public for the State of Montana
Residing at Bigfork, Montana
My Commission Expires 5-17 1985

STATE OF MONTANA)
County of Flathead) ss
Filed for record on the request of Citizens 246
this 31st day of May 1985 at 8:30 o'clock P. M. and
Recorded in Vol. 111 Records of Flathead County, State of
Montana, on page 111
8512308030
By Daniel J. Krause
Deputy
Return to Box 225, Somers, MT 59432

AMENDMENT TO DECLARATION
OF CONDITIONS, COVENANTS AND
RESTRICTIONS OF CRESTVIEW EIGHTY NO 1

THIS AMENDMENT is made this 29 day of August, 1986, by and among the undersigned property owners.

WITNESSES:

A. On the 3rd day of May, 1985, a declaration of conditions, covenants and restrictions was recorded under document number 85-123-08030, records of Flathead County, Montana, establishing certain restrictions on the use of and the benefits of those certain tracts of land described as Crestview Eighty No. 1.

B. There are 38 lots in Crestview Eighty No. 1 and an amendment to the declaration requires the signatures of the owners of at least 29 of the lots (75%) and the agreement of the Board of County Commissioners. The undersigned represent 75% or more of the lots owned in Crestview Eighty No. 1 to which the covenants apply as follows:

Crestview Eighty Partnership owns 26 lots.
 Alfred E. and Mildred J. Johns own 2 lots.
 The remaining owners each own 1 lot.

C. The undersigned desire to amend the Declaration above mentioned as they pertain to the property;

NOW THEREFORE the undersigned do hereby amend the recorded Declaration as follows:

1. The second sentence of the second paragraph of Section 5 of ARTICLE II of the Declaration which reads as follows:

However those arts, crafts, or professions conducted solely by family members conducted entirely within residential structures shall be permissible as shall be instructional or child care activities such as music lessons, day care and nursery activities for no more than five (5) children.

is hereby amended to read as follows:

However, those arts, crafts, or professions conducted solely by family members conducted entirely within residential structures shall be permissible as shall be instructional or child care activities such as music lessons, day care and nursery activities for no more than five (5) children, except the owners of Lot 2 of Block 2 are authorized to operate, with or without family members, a group day care home in the residential structure thereon and in the backyard thereof, for no more than fifteen (15) children.

IN WITNESS WHEREOF the undersigned have set their hands the day and year in this amendment first above written.

CRESTVIEW EIGHTY
 HOUSE VENTURES COMPANY

by: [Signature]
 Its President

MAC MILLIAN DRUG

by: [Signature]
 Its President

0972208

Notary Public for the State of Montana
Residing at Bigfork, Montana
My Commission Expires: September 12, 1988

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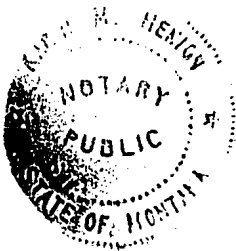
STATE OF MONTANA)
) ss
 County of Flathead)

On this 29th day of August, 1986, before me, the undersigned a
 Notary Public for the State of Montana, personally appeared _____

Gary S. Zumberge and Susan Tharinger Zumberge
Daniel J. Krause and Mary P. Krause KRAUSE
Bernard Ill and Ethel Ill

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 hereunto set my hand and affixed my
 Notary Seal the day and year in this certificate last above written.



Henry P. Aldenburg
 Notary Public for the State of Montana
 Residing at Bigfork, Montana
 My Commission Expires: September 12, 1988

FLATHEAD COUNTY, a body politic

Henry Aldenburg
 Chairman of the Board of County
 Commissioners
Susan W. Haverfield By
Maria Potter, Deputy
 County Clerk

STATE OF MONTANA)
) ss
 County of Flathead)

On this 2nd day of Sept. August, 1986, before me, the undersigned Clerk
 of Court, in and for the County of Flathead, Montana, personally appeared
Henry Aldenburg, known to me to be the Chairman
 of the Board of the County Commissioners and Maria Potter, Deputy
 County Clerk of Flathead County, Montana, respectively, and
 acknowledged to me that they were duly authorized to and did execute
 the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
 Notary Seal the day and year in this certificate last above written.

8625809470

John Van
 Clerk of Court

STATE OF MONTANA)
) ss
 County of Flathead)

Filed for record at the request of Mary P. Krause
 this 18th day of Sept. 1986 at 9:47 o'clock A. M. by
Susan W. Haverfield
 County Clerk & Recorder
Douglas C. Kaufman
 Montana, on page _____

Danna Penryck
 Deputy Clerk

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(V)

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84.212

**SECOND AMENDMENT TO DECLARATION OF
CONDITIONS COVENANTS AND RESTRICTIONS
OF
CRESTVIEW EIGHTY NO. 1**

THIS AMENDMENT is made this ^{29th} ~~31st~~ day of ^{May} ~~March~~, 1992, by and among the undersigned property owners.

RECITALS

A. On the 3rd day of May, 1985, a declaration of conditions, covenants and restrictions were recorded as Document No. 85-123-08030, records of Flathead County, Montana, establishing certain restrictions on the use of and for the benefit of those certain tracts of land described as Crestview Eighty No. 1, a platted subdivision recorded in the office of the Clerk and Recorder of Flathead County, Montana.

B. The declaration of Conditions, covenants and restrictions were amended by instrument recorded as Document No. 86-258-09470, records of Flathead County, Montana.

C. There are 37 lots in Crestview Eighty No. 1 and an amendment to the declaration requires the assent of the owners of at least 28 of the lots (75%). The undersigned represent 75% or more of the lots owned in Crestview Eight No. 1 to which the covenants apply as follows:

Crestview Eight Partnership owns 6 lots
The remaining owners each own one lot.

D. The undersigned desire to amend the Declaration abovementioned

NOW THEREFORE the undersigned do hereby amend the Conditions, covenants and restrictions of Crestview Eighty No. 1 as follows:

1. The second sentence of the second paragraph of Section 5 of ARTICLE II of the Declaration which, as amended, reads as follows:

However, those arts, crafts or professions conducted solely by family members conducted entirely within residential structures shall be permissible as shall be instructional or child care activities such as music lessons, day care and nursery activities for no more than five (5) children except Lot 2 of Block 2 which is authorized to have a group day care home for no more than twelve (12) children

is hereby amended to read as follows:

However, those arts, crafts or professions conducted solely by family members conducted entirely within residential structures shall be permissible. Except however, child care activities such as day care, nursery school or group day care homes shall not be allowed or conducted on any lot or within any residential structure.

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92150 09330

IN WITNESS WHEREOF the undersigned have set their hands the day and year first above written.

Lots:

Lot 1, Block 3 (Seller under contract) 1"
Lot 5, Block 3 (Seller under contract) 4"
Lot 10, Block 4 (Seller under contract) 10"
Lot 3, Block 5 (Seller under Contract) 10"
Lot 5, Block 5 (Seller under contract) 10"
Lot 6, Block 5
Lot 7, Block 5
Lot 8, Block 5
Lot 9, Block 5
Lot 10, Block 5
Lot 11, Block 5

CRESTVIEW EIGHTY
MacMillan Drug Company

by: Everit A. Sliter
Everit Sliter
House Ventures Company

by: Wesley House
Wesley House

Lot 1 of Block 1:

Curtis A. Wolfe

Marquerite Y. Wolfe

Lot 2 of Block 1:

Larry Johnson

Lot 3 of Block 1:

Norman M. Wolfe

Lot 1 of Block 2:

MacMillan Drug Company

by: Everit A. Sliter
Everit Sliter, Seller

Scott Hollinger, Purchaser

Dia Hollinger, Purchaser

Lot 2 of Block 2:

Daniel J. Krause

Mary P. Krause

Lot 3 of Block 2:

BIGFORK INC.

by: _____
Donald J. Ryan

Lot 4 of Block 2:

JOEL A. AND KATHERINE P. NAIVE FAMILY TRUST (1 signature, only required)
Joel A. Naive
Katherine P. Naive

Lot 5 of Block 2:

John A. Maddrell
John A. Maddrell

Beverly J. Maddrell
Beverly J. Maddrell

92150 09330

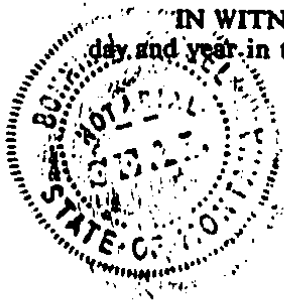
Lot 1 of Block 3 :	<u>William Dickinson</u> William Dickinson	<u>Arlene Dickinson</u> Arlene Dickinson
Lot 2 of Block 3 :	<u>Beryl P. Mahlum</u> Beryl P. Mahlum	<u>Eunice W. Mahlum</u> Eunice W. Mahlum
Lot 3 of Block 3 :	<u>Thomas W. Hilley</u> Thomas W. Hilley	<u>Julie A. Hilley</u> Julie A. Hilley
Lot 4 of Block 3 :	<u>Alton W. Jennings</u> Alton W. Jennings	<u>Cecilia T. Jennings</u> Cecilia T. Jennings
Lot 5 of Block 3 :	<u>Robert E. Petek</u> Robert E. Petek	<u>Debra J. Petek</u> Debra J. Petek
Lot 6 of Block 3 :	<u>Reinhold Lindner</u> Reinhold Lindner	<u>Hannelore Lindner</u> Hannelore Lindner
Lot 1 of Block 4 :	<u>Percy E. Johnson</u> Percy E. Johnson	<u>Gloria M. Johnson</u> Gloria M. Johnson
Lot 2 of Block 4 :	<u>Scott M. Lundal</u> Scott M. Lundal	<u>Janice A. Lundal</u> Janice A. Lundal
Lot 3 of Block 4 :	MEISNER FAMILY TRUST <u>Noel E. Meisner Trustee</u> <u>Ellen E. Meisner Trustee</u> Noel E. Meisner Trustee Ellen E. Meisner, Trustee	
Lot 4 of Block 4 :	<u>Noel E. Meisner</u> Noel E. Meisner	<u>Ellen E. Meisner</u> Ellen E. Meisner
Lot 5 of Block 4 :	<u>Norman M. Work</u> Norman M. Work	
Lot 6 of Block 4 :	<u>Eugene B. Van Artsdale</u> Eugene B. Van Artsdale	<u>Luanne Van Artsdale</u> Luanne Van Artsdale
Lot 7 of Block 4 :	BESSEY FAMILY TRUST <u>Otto Bessey</u> <u>Sue Bessey</u> Otto Bessey Sue Bessey	
Lot 8 of Block 4 :	<u>Ronald D. Knight</u> Ronald D. Knight	
Lot 9 of Block 4 :	<u>Thomas J. Hoover</u> Thomas J. Hoover	<u>Edith E. Hinkle Hoover</u> Edith E. Hinkle Hoover
Lot 10 of Block 4 :	<u>Jack Crookshanks</u> Jack Crookshanks	<u>Susan A. Crookshanks</u> Susan A. Crookshanks
Lot 11 of Block 4 :	<u>George A. Taylor</u> George A. Taylor	<u>Jayne P. Taylor</u> Jayne P. Taylor

92150 09330

STATE OF MONTANA)
)ss.
County of Flathead)

On this 27th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Larry Jochim known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

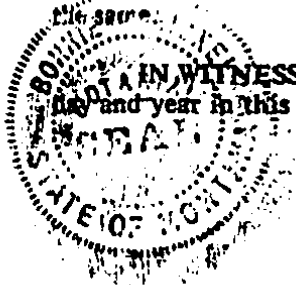
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



Donna H. Hessel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

STATE OF MONTANA)
)ss.
County of Flathead)

On this 26th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Scott Hollinger and Dia Hollinger ^{by phone} 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

Donna H. Hessel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

STATE OF MONTANA)
)ss.
County of Flathead)

On this 18th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Katherine P. Naive on behalf of Joel A. and Katherine P. Naive Family Trust known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Donna H. Hessel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

92150 09330

STATE OF MONTANA)
)ss.
County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared William Dickinson and Arlene Dickinson 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

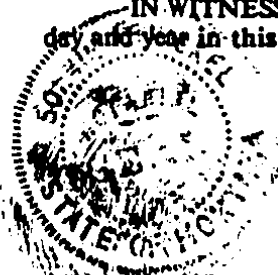


D. Anne L. Reichel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

STATE OF MONTANA)
)ss.
County of Flathead)

On this ^{27th} day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Eunice W. Mahlum and Eunice W. Mahlum on behalf of Beryl P. Mahlum known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



D. Anne L. Reichel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

STATE OF MONTANA)
)ss.
County of Flathead)

On this ^{20th} day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Alton W. Jennings and Cecilia T. Jennings 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



D. Anne L. Reichel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

92150 09330

STATE OF MONTANA)
)ss.
County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert E. Petek and Debra J. Petek 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



[Signature]
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

STATE OF MONTANA)
)ss.
County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Reinhold Lindner and Hannelore Lindner 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



[Signature]
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 9, 1994

STATE OF MONTANA)
)ss.
County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Percy C. Johnson and Gloria M. Johnson, 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



[Signature]
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

92150 09330

STATE OF MONTANA)

County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Noel E. Meisner and Ellen E. Meisner on behalf of Meisner Family Trust, and Noel E. Meisner and Ellen E. Meisner, individually, 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



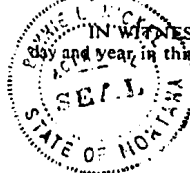
Donna M. Michel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

STATE OF MONTANA)

County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Eugene B. Van Artsdale and Luanne Van Artsdale, 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



Donna M. Michel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

STATE OF MONTANA)

County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Otto Bessey and Suzanne Bessey on behalf of Bessey Family Trust, 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



Donna M. Michel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

92150 09330

STATE OF MONTANA)
)ss.
County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Ronald D. Knight, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Bonnie L. Wheeler
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

STATE OF MONTANA)
)ss.
County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Thomas J. Hoover and Edith E. Hoover, 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

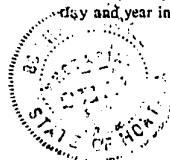


Bonnie L. Wheeler
Notary Public for the State of
Residing at Bigfork, Montana
My Comm. ssion expires May 2, 1994

STATE OF MONTANA)
)ss.
County of Flathead)

On this 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George A. Taylor and Jayne P. Taylor 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



Bonnie L. Wheeler
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

92150 09330

STATE OF MONTANA)

County of Flathead)

)ss.

On this ^{17th} 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Richard P. Gard and Mildred J. Gard, 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



Bonnie L. Nickel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

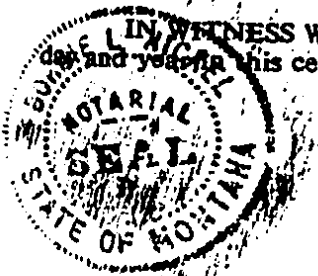
STATE OF MONTANA)

County of Flathead)

)ss.

On this ^{17th} 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Len Fauser, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Bonnie L. Nickel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

STATE OF MONTANA)

County of Flathead)

)ss.

On this ^{17th} 14th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Charles W. Collins and Antoinette S. Collins, 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



Bonnie L. Nickel
Notary Public for the State of
Residing at Bigfork, Montana
My Commission expires May 2, 1994

92150 09330

STATE OF MONTANA)
) ss.
County of Flathead)

On this 28th day of May, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John A. Maddrell and Beverly J. Maddrell, 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



John A. Maddrell
Notary Public for the State of Montana
Residing at Bigfork, Montana
My Commission Expires May 19, 1994

9215009330

Lot 12 of Block 4:

Richard R. Gard
Richard R. Gard

Mildred J. Gard
Mildred J. Gard

Lot 13 of Block 4:

Len Fauser
Len Fauser

Lot 2 of Block 5:

Lee E. Burrington
Lee E. Burrington

Brenda Burrington
Brenda Burrington

Lot 3 of Block 5:

Earl L. Nelson Jr.
Earl L. Nelson Jr.

Lot 4 of Block 5:

Charles W. Collins
Charles W. Collins

Antoinette S. Collins
Antoinette S. Collins

Lot 5 of Block 5:

Robert J. Cherot
Robert J. Cherot

Sandra J. Cherot
Sandra J. Cherot

STATE OF MONTANA)

)ss.

County of Flathead)

On this 31st day of March, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally Wesley House and Everit Sliter, the presidents respectively of MacMillan Drug Company and House Ventures Company known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same on behalf of said corporations.

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



Ken J. [Signature]
Notary Public for the State of Montana
Residing at Big Lake, Montana
My Commission expires 5-19-94

92150 09330

IN WITNESS WHEREOF, the undersigned have set their hands and seals this day and year first above written.

Lot 1 of Block 1:

Curtis A. Wolfe

Marguerite A. Wolfe

Lot 3 of Block 1:

Norman M. Wolf

Lot 3 of Block 2:

BIGFORK, INC.

By:

Donald J. Ryan

Lot 2 of Block 1:

Scott M. Lundal

Janice H. Lundal

Lot 5 of Block 1:

Norman M. Wolf

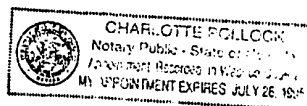
STATE OF Alaska

County of WASHTA

On this 22 day of March, 1992, before me, the undersigned, a Notary Public for the State of said personally appeared Curtis A. Wolfe, Marguerite A. Wolfe, Norman M. Wolf, Donald J. Ryan, Scott M. Lundal, and Janice H. Lundal 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

Notary Public for the State of Alaska
Residing at WASHTA
My Commission expires July 26, 1994



92150 09330

IN WITNESS WHEREOF the undersigned have set their hands the day and year first above written.

Lot 1 of Block 1:

Curtis A. Wolfe

Marquerite Y. Wolfe

Lot 3 of Block 1:

Norman M. Wolk
Norman M. Wolk

Lot 3 of Block 2:

BIGFORK, INC.

by: _____
Donald J. Ryan

Lot 2 of Block 4:

Scott M. Lundal

Janice H. Lundal

Lot 5 of Block 4:

Norman M. Wolk
Norman M. Wolk

STATE OF NEW YORK
County of KINGS) ss.

On this 10 day of March, 1992, before me, the undersigned, a Notary Public for the State aforesaid personally appeared NORMAN M. WOLK 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

Martin Muehlman
Notary Public for the State of NEW YORK
Residing at MASSA COUNTY
My Commission expires FEB 28, 1994
MARTIN MUEHLMAN
NOTARY PUBLIC, State of New York
No. 88-8630778
Qualified in Kings County
My Commission Expires FEB 28, 1994

92150 09330

IN WITNESS WHEREOF the undersigned have set their hands the day and year first above written.

Lot 1 of Block 1:

Curtis A. Wolfe

Marquerite Y. Wolfe

Lot 3 of Block 1:

Norman M. Wolk

Lot 3 of Block 2:

BIGFORK INC.

by Donald J. Ryan
Donald J. Ryan

Lot 2 of Block 4:

Scott M. Lundal

Janice H. Lundal

Lot 5 of Block 4:

Norman M. Wolk

STATE OF ILLINOIS
County of JEFFERSON ss.

On this 21 day of March, 1992, before me, the undersigned, a Notary Public for the State aforesaid personally appeared Norman M. Wolk 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

Karen J. Dempsey
Notary Public for the State of ILLINOIS
Residing at
My Commission expires 1/2/94

"OFFICIAL SEAL"
KAREN J. DEMPSEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/2/94

92150 09330

IN WITNESS WHEREOF the undersigned have set their hands the day and year first above written.

Lot 1 of Block 1:

Curtis A. Wolfe

Marquette T. Wolfe

Lot 3 of Block 1:

Norman M. Wolk

Lot 3 of Block 2:

BIGFORK INC.

by: _____
Donald J. Ryan

Lot 2 of Block 4:

Scott M. Lomdal

Janice H. Lomdal

Lot 5 of Block 4:

Norman M. Wolk

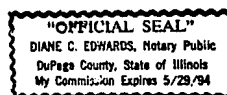
STATE OF ILLINOIS

County of DuPage) ss.

On this 21 day of March, 1992, before me, the undersigned, a Notary Public for the State of Illinois, personally appeared SCOTT M. & JANICE H. LOMDAL 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 hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

Diane C. Edwards
Notary Public for the State of Illinois
Residing at 106 E. Irving, Roselle IL 60172
My Commission expires _____



92150 09330

CONSENT TO AMENDMENT OF COVENANTS

Pursuant to Article VIII of the Declaration of Conditions, Covenants and Restrictions of Crestview Eighty No. 1, recorded among the records of Flathead County, Montana, as Document No. 85-123-08030, the Board of County Commissioners of Flathead County as evidenced by their signatures hereon, hereby consent to said Second Amendment to the Declaration of Conditions, Covenants and Restrictions of Crestview Eighty No. 1, dated the 31st day of March 1992.

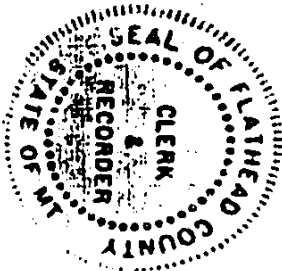
DATED this 29th day of May, 1992

BOARD OF COUNTY COMMISSIONERS
Flathead County

By: L. H. [Signature]

Chairman of the Board of
County Commissioners

Susan W. Haverfield
County Clerk
John J. Schreiner
Deputy



STATE OF MONTANA)

County of Flathead)

ss

On this 29th day of May, 1992, before me the undersigned Clerk of Court, in and for the County of Flathead, Montana, personally appeared HOWARD W. GIFE, known to me to be the Chairman of the Board of County Commissioners and SUSAN W. HAVERFIELD, County Clerk of Flathead County, Montana, respectively, and acknowledged to me that they were duly authorized to and did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal the day and year in this certificate last above written.

John [Signature]
Clerk of Court

Chipp [Signature]
Deputy Clerk



STATE OF MONTANA, }

County of Flathead }

ss

Recorded at the request of Tom Hoover
this 29 day of May 1992 at 9:33 o'clock AM and recorded in
the records of Flathead County, State of Montana.
Fee \$ 96.00 Pd.

RECEPTION NO. 92150 09330

RETURN TO

Tom Hoover
Box 247 Deerfoot MT 59911-0247

Susan W. Haverfield
Flathead County Clerk and Recorder

Rebecca Esch
Deputy

NOTE:
Discrepancies
in Signatures