



DOCUMENT: 744413 WARRANTY DEED

RECORDED: 6/4/2020 4:24:50 PM

Regina Plettenberg, CLERK AND RECORDER

Fee \$14.00 By

*Regina Plettenberg*

Deputy

Return to:  
Lawrence D. Johnson  
P.O. Box 500  
Hamilton, MT 59840

RAW-51389  
P-610613

**WARRANTY DEED**

**THIS INDENTURE**, made the 4 day of JULY, 2020, between Janet Hillery Daily of 5677 West Fork Road, Darby, MT 59829, the party of the FIRST PART; and Shane Kravik and Ria Overholt as joint tenants with rights of survivorship, of 159 Bayberry Lane, Hamilton, MT 59840, the parties of the SECOND PART,

**WITNESSETH:**

that the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns, forever, all the real property situated in Ravalli County, State of Montana, particularly described as follows, to-wit:

Lot 65, The Arbors, Phase 2, Ravalli County, Montana, according to the recorded plat thereof.

SUBJECT TO all easements and encumbrances, apparent, visible and of record.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title and interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every and parcel thereof with the appurtenances.

**TO HAVE AND TO HOLD**, all and singular, the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever. And the said party of the first part and her heirs, do hereby covenant that she will forever warrant and defend all right, title and interest in and to said premises, and the quiet and peaceable possession thereof, unto the said parties of the second part, their heirs and assigns, against the acts and deeds of the said party of the first part, and all and every person and persons whomsoever lawfully claiming or to claim the same.

**IN WITNESS WHEREOF**, the said party of the first part has hereunto set her hand and seal the day and year first above written.

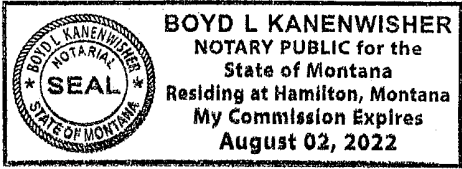


Janet Hillery Daily  
Janet Hillery Daily

STATE OF MONTANA     )  
  :SS.  
County of Missoula     )

This instrument was acknowledged before me on the 4 day of JUNE, 2020, by Janet Hillery Daily.

[Signature]



# Ravalli County | Detail

Date: 04/03/25  
Time: 09:00:50 pm

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 610613  
Type: Real

Name and Address  
KRAVIK SHANE AND OVERHOLT  
RIA  
159 BAYBERRY LN  
HAMILTON MT 59840

Property Tax Query TW Range SC Description  
Sub/Blk/Lot THE ARBORS PHAS/ / 65 Geo 1468-30-2-09-67-0000 3-1  
THE ARBORS PHASE 2 LOT 65 4,500 SQ FT

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Tax Due	24	04/03/25	12/06/24	1,560.30	31.23	50.41	<b>3,202.20</b>
Tax Due	24	04/03/25	06/02/25	1,560.26	0.00	0.00	
Paid	23	11/21/23	11/30/23	1,495.79	0.00	0.00	<b>3,074.98</b>
Paid	23	05/28/24	05/31/24	1,579.19	0.00	0.00	
Paid	22	06/12/23	11/30/22	1,169.27	23.38	63.06	<b>2,453.14</b>
Paid	22	06/12/23	05/31/23	1,169.24	23.38	4.81	
Paid	21	07/12/22	11/30/21	1,182.90	23.66	72.53	<b>2,499.20</b>
Paid	21	07/12/22	05/31/22	1,182.86	23.66	13.59	
Paid	20	11/16/20	12/04/20	1,018.82	0.00	0.00	<b>2,080.32</b>
Paid	20	08/20/21	06/01/21	1,018.80	20.38	22.32	
Paid	19	11/25/19	12/02/19	1,033.95	0.00	0.00	<b>2,067.86</b>
Paid	19	05/21/20	05/31/20	1,033.91	0.00	0.00	
Paid	18	11/20/18	11/30/18	905.71	0.00	0.00	<b>1,811.37</b>
Paid	18	04/04/19	05/31/19	905.66	0.00	0.00	
Paid	17	11/06/17	11/30/17	902.60	0.00	0.00	<b>1,805.16</b>
Paid	17	05/14/18	05/31/18	902.56	0.00	0.00	
Paid	16	01/04/17	12/09/16	813.26	16.27	3.78	<b>1,646.52</b>
Paid	16	05/08/17	05/31/17	813.21	0.00	0.00	
Paid	15	11/24/15	11/30/15	813.98	0.00	0.00	<b>1,627.93</b>
Paid	15	04/01/16	05/31/16	813.95	0.00	0.00	
Paid	14	11/19/14	12/01/14	880.57	0.00	0.00	<b>1,761.10</b>
Paid	14	05/19/15	06/01/15	880.53	0.00	0.00	

# Ravalli County | Detail

Date: 04/03/25  
Time: 09:16:53 pm

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 610613  
Type: Real

Name and Address  
KRAVIK SHANE AND OVERHOLT  
RIA  
159 BAYBERRY LN  
HAMILTON MT 59840

Property Print TW Range SC Description  
65- THE ARBORS PHASE 2 Geocode: 1468-30-2-09-67-0000 LOT 65  
4,500 SQ FT

Class Taxable/\$	Dist	Quantity	Market
42201 Residential City/Town Lots 533.00	3-1	0.10	39,500.00
43501 Improvements on Residential Ci 4,346.00	3-1	0.00	321,900.00
990042 BITTERROOT PUBLIC LIBRARY 4,879.00	42	0	0.00
990051 SOIL & WATER CONSERVATION 4,879.00	51	0	0.00
990052 LIGHTING DISTR #16 ARBORS 43.50	52	0.00	0.00
990057 HAMILTON STREET MAINTENANCE DI 4,879.00	57	0	0.00
990142 BITTERROOT PUBLIC LIBRARY 2020 4,879.00	142	0	0.00
999302 2014 OPEN SPACE 4,879.00	RO14	0	0.00
999304 2020 OPEN SPACE 4,879.00	RO20	0	0.00
999305 2022 OPEN SPACE 4,879.00	RO22	0	0.00

# Ravalli County | Detail

Date: 04/03/25  
Time: 09:17:26 pm

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 610613  
Type: Real

Name and Address  
KRAVIK SHANE AND OVERHOLT  
RIA  
159 BAYBERRY LN  
HAMILTON MT 59840

Taxes Due Query TW Range SC Description  
Sub/Blk/Lot THE ARBORS PHAS/ / 65 THE ARBORS PHASE 2 LOT 65  
4,500 SQ FT Geo: 1468-30-2-09-67-0000

District	Tax Date	Int Date	PD?	Tax Amt	Penalty	Interest
142 BITTERROOT PUBLIC LIBRARY 2020	12/06/24	04/03/25		5.81	0.12	0.19
3-1 HAMILTON CITY OF	12/06/24	04/03/25		1450.76	29.02	46.87
42 BITTERROOT PUBLIC LIBRARY	12/06/24	04/03/25		17.44	0.35	0.56
51 SOIL & WATER CONSERVATION	12/06/24	04/03/25		4.05	0.08	0.13
52 HAM LIGHTING DISTR #16 ARBORS	12/06/24	04/03/25		21.75	0.44	0.70
57 HAMILTON STREET MAINTENANCE DISTRICT	12/06/24	04/03/25		48.79	0.98	1.58
RO14 2014 OPEN SPACE	12/06/24	04/03/25		2.96	0.06	0.10
RO20 2020 OPEN SPACE	12/06/24	04/03/25		5.41	0.11	0.17
RO22 2022 OPEN SPACE	12/06/24	04/03/25		3.33	0.07	0.11
142 BITTERROOT PUBLIC LIBRARY 2020	06/02/25	04/03/25		5.80	0.00	0.00
3-1 HAMILTON CITY OF	06/02/25	04/03/25		1450.75	0.00	0.00
42 BITTERROOT PUBLIC LIBRARY	06/02/25	04/03/25		17.44	0.00	0.00
51 SOIL & WATER CONSERVATION	06/02/25	04/03/25		4.05	0.00	0.00
52 HAM LIGHTING DISTR #16 ARBORS	06/02/25	04/03/25		21.75	0.00	0.00
57 HAMILTON STREET MAINTENANCE DISTRICT	06/02/25	04/03/25		48.79	0.00	0.00
RO14 2014 OPEN SPACE	06/02/25	04/03/25		2.96	0.00	0.00
RO20 2020 OPEN SPACE	06/02/25	04/03/25		5.40	0.00	0.00
RO22 2022 OPEN SPACE	06/02/25	04/03/25		3.32	0.00	0.00
Totals for 24				3,120.56	31.23	50.41
Total Tax, Penalty and Interest				3,202.20		



DOCUMENT: 800003 DEED OF TRUST  
RECORDED: 10/15/2024 9:13:57 AM  
Regina Plettenberg, CLERK AND RECORDER  
Fee \$162.00 By *Regina Plettenberg*

Deputy

After Recording Return To:  
UNITED WHOLESALE MORTGAGE, LLC  
700 SOUTH BLVD EAST  
PONTIAC, MI 48341  
ATTN: POST CLOSING MANAGER  
Loan Number: 1224644160

UNLS1260783 [Space Above This Line For Recording Data]

FHA Case No: 311-2645917-703

**DEED OF TRUST**

**Trust Indenture Under the Small Tract Financing Act of Montana**

MIN: 100032412246441601

MERS Phone: 888-679-6377

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 15, 18, 23 and 24. Certain rules regarding the usage of words used in this document are also provided in Section 16.

**Parties**

(A) "Borrower" is SHANE KRAVIK AND RIA OVERHOLT, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

currently residing at 159 Bayberry Lane, Hamilton, Montana 59840

Borrower is the trustor under this Security Instrument.

(B) "Lender" is United Wholesale Mortgage, LLC

Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of MICHIGAN Lender's address is 585 South Boulevard E, Pontiac, Michigan 48341

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is JASON J. HENDERSON, ESQ. MACKOFF KELLOGG LAW FIRM

Trustee's address is 38 SECOND AVE E, DICKINSON, NORTH DAKOTA 58601

The term "Trustee" includes any substitute/successor Trustee.

(D) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

**Documents**

(E) "Note" means the promissory note dated October 4, 2024, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender THREE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SEVENTY-EIGHT AND 00/100 Dollars (U.S. \$ 399,878.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than November 1, 2054. This Security Instrument secures 150% of the amount of the Note.





(F) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- Adjustable Rate Rider                       Condominium Rider  
 Planned Unit Development Rider       MERS Rider  
 Other(s) [specify]:

(G) "Security Instrument" means this document, which is dated October 4, 2024, together with all Riders to this document.

#### Additional Definitions

(H) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 11(e).

(K) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) "Escrow Items" means: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums.

(O) "Loan" means the debt obligation evidenced by the Note, plus interest, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(P) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(R) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(S) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(T) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(U) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(V) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(W) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument,





"RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(X) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(Y) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(Z) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of RAVALLI :

[Type of Recording Jurisdiction] of RAVALLI [Name of Recording Jurisdiction]  
See Attached  
A.P.N.: 610613

which currently has the address of 159 Bayberry Lane

[Street]  
Hamilton, Montana 59840 ("Property Address");  
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Montana state requirements to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower will pay each Periodic Payment when due. Borrower will also pay late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.



Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Acceptance and Application of Payments or Proceeds.**

(a) **Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) **Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

(c) **Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

(d) **No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.**

(a) **Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) **Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 15; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) **Amount of Funds; Application of Funds.** Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) **Surplus; Shortage and Deficiency of Funds.** In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.



**4. Charges; Liens.** Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

**5. Property Insurance.**

**(a) Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

**(b) Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**(c) Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

**(d) Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.



If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) **Insurance Settlements; Assignment of Proceeds.** If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless: (1) Lender otherwise agrees in writing, which consent will not be unreasonably withheld; (2) Lender determines that this requirements shall cause undue hardship for the Borrower; or (3) extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance, and Protection of the Property; Inspections.** Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

(a) **Protection of Lender's Interest.** If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.



(b) **Avoiding Foreclosure; Mitigating Losses.** If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) **Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) **Leasehold Terms.** If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed, or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

**10. Assignment of Rents.**

(a) **Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) **Notice of Default.** If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) **Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) **Limitation on Collection of Rents.** Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) **No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) **Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) **Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

**11. Assignment and Application of Miscellaneous Proceeds; Forfeiture.**

(a) **Assignment of Miscellaneous Proceeds.** Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) **Application of Miscellaneous Proceeds upon Damage to Property.** If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether



Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

**(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

**(d) Settlement of Claims.** Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

**(e) Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

**12. Borrower Not Released; Forbearance by Lender Not a Waiver.** Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

**13. Joint and Several Liability; Signatories; Successors and Assigns Bound.** Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.



**14. Loan Charges.**

(a) **Flood Determination Fees.** Lender may require Borrower to pay either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) **Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) **Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) **Savings Clause.** If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment. To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices; Borrower's Physical Address.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) **Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 15(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 15(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) **Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) **Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) **Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) **Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument is governed by federal law and the law of the State of Montana. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible,



will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

**17. Borrower's Copy.** One Borrower will be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** For purposes of this Section 18 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

**19. Borrower's Right to Reinstate the Loan after Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. This right to reinstate will not apply in the case of acceleration under Section 18.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (a) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (c) pay all the expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (d) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aa) cash; (bb) money order; (cc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (dd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

**20. Sale of Note.** The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

**21. Loan Servicer.** Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

**22. Notice of Grievance.** Until Borrower or Lender has notified the other party (in accordance with Section 15) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 22. The notice of Default given to Borrower





pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 18 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 22.

**23. Hazardous Substances.**

(a) **Definitions.** As used in this Section 23: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) **Restrictions on Use of Hazardous Substances.** Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) **Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

**24. Electronic Note Signed with Borrower's Electronic Signature.** If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

**25. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**26. Acceleration; Remedies.**

(a) **Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 18 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) **Acceleration; Power of Sale; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) **Notice of Sale; Sale of Property.** If Lender invokes the power of sale, Lender will give written notice to Trustee of the occurrence of an event of Default and of Lender's election to cause the Property to be sold. Lender or Trustee will record a notice of sale in each county in which any part of the Property is located, and Trustee will mail copies of the notice as prescribed by Applicable Law to Borrower and to the other required recipients. At a time permitted, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will sell the





Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

(d) **Trustee's Deed; Proceeds of Sale.** Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it or to the clerk or recorder of the county in which the sale took place.


27. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons will pay any recordation costs associated with such release. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

28. **Substitute Trustee.** Lender may, from time to time, by itself or through the Loan Servicer, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

29. **Area of Property.** The area of the Property is not more than 40 acres.

30. **Waiver of Homestead Exemption Rights.** In conformance with the provisions of §70-32-202, M.C.A., this transaction involving a mortgage upon real property for purposes of securing a debt on premises, as subject hereto, and signed and acknowledged by the husband and wife, or by an unmarried person, the undersigned grantors have by separate written waiver, which waiver is incorporated into this Security Instrument by this reference, waived, renounced, and abandoned for themselves and their family, any and all homestead exemption rights or other exemption law now or subsequently enforced within the State of Montana, or any other state or territory where judgment may be entered by virtue of this agreement, or in the event of a sale pursuant to the provisions of the Montana Small Tract Financing Act.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

  
\_\_\_\_\_  
Shane Kravik (Seal)  
-Borrower

  
\_\_\_\_\_  
Ria Overholt (Seal)  
-Borrower





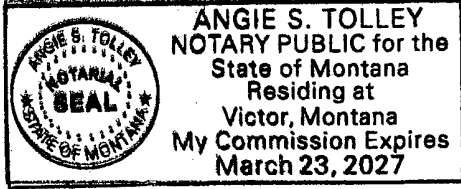
[Space Below This Line For Acknowledgment]

State of MONTANA

County of RAVALLI

This record was acknowledged before me on October 4, 2024  
(date)

by Shane Kravik AND Ria Overholt



(Official Stamp)

*[Handwritten Signature]*  
Signature of notarial officer

Notary  
Title

My commission expires: March 23, 2027

Loan Originator: Alex Bozymowski, NMLSR ID 713803  
Loan Originator Organization: E Mortgage Capital Inc, NMLSR ID 1416824  
Loan Originator Organization: UNITED WHOLESAL MORTGAGE, LLC, NMLSR ID 3038



MIN: 100032412246441601

Loan Number: 1224644160

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER  
(MERS Rider)**

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 4th day of October, 2024, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to UNITED WHOLESALE MORTGAGE, LLC ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

159 Bayberry Lane, Hamilton, Montana 59840

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

**A. LANGUAGE PRECEDING UNIFORM COVENANTS**

1. The definition of the term "MERS", which appears before the Transfer of Rights in the Property section of the Security Instrument is amended as follows:

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Security Instrument is further amended to add the following definition immediately after the paragraph defining the term "MERS", which appears before the Transfer of Rights in the Property section of said Security Instrument:

"Nominee" means one designated to act for another as its representative for a limited purpose.



**B. TRANSFER OF RIGHTS IN THE PROPERTY**

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, with interest, and all renewals, extensions and modifications of the Note; (ii) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (iii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RAVALLI :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Attached  
A.P.N.: 610613

which currently has the address of 159 Bayberry Lane

[Street]

Hamilton MT 59840 ("Property Address")  
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by applicable law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

**C. NOTICES**

Section 14 of the Security Instrument is amended to read as follows:

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice




address if sent by other means, unless applicable law requires use of another method. Notice to any one Borrower shall constitute notice to all Borrowers unless applicable law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Security Instrument.

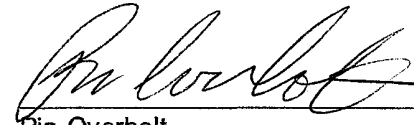
**D. SUBSTITUTE TRUSTEE**

Section 24 of the Security Instrument is amended to read as follows:

**24. Substitute Trustee.** In accordance with applicable law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.

  
\_\_\_\_\_  
Shane Kravik (Seal)  
-Borrower

  
\_\_\_\_\_  
Ria Overholt (Seal)  
-Borrower



# PLANNED UNIT DEVELOPMENT RIDER

Loan Number: 1224644160

FHA Case No.  
311-2645917-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 4th day of October, 2024, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to UNITED WHOLESAL MORTGAGE, LLC "Lender" of the same date and covering the Property described in the Security Instrument and located at:

159 Bayberry Lane, Hamilton, Montana 59840  
[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as:

The Arbors  
[Name of Planned Unit Development]

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then:
  - (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
  - (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.





- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Shane Kravik

(Seal)  
-Borrower

Ria Overholt

(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land referred to herein below is situated in the **State of Montana, County of Ravalli** and is described as follows:

**LOT 65, THE ARBORS, PHASE 2, RAVALLI COUNTY, MONTANA, ACCORDING TO THE RECORDED PLAT THEREOF.**

**Parcel No.: 610613**

**Property Commonly Known As: 159 Bayberry Lane, Hamilton, MT 59840**

The property address and tax parcel identification number listed are provided solely for informational purposes.

**DOCUMENT #**

**575680**

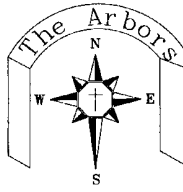
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Is a survey, amended  
plat or subdivision

**SEE PAGE 2  
TO VIEW PLAT**

# Subdivision Plat Of THE ARBORS PHASE 2

DEVELOPER: BITTERROOT LAND CO., LLC



A PORTION OF THE NW¼,  
SECTION 30, T6N, R20W, P.M.M.,  
RAVALLI COUNTY, MONTANA

## Heritage Place

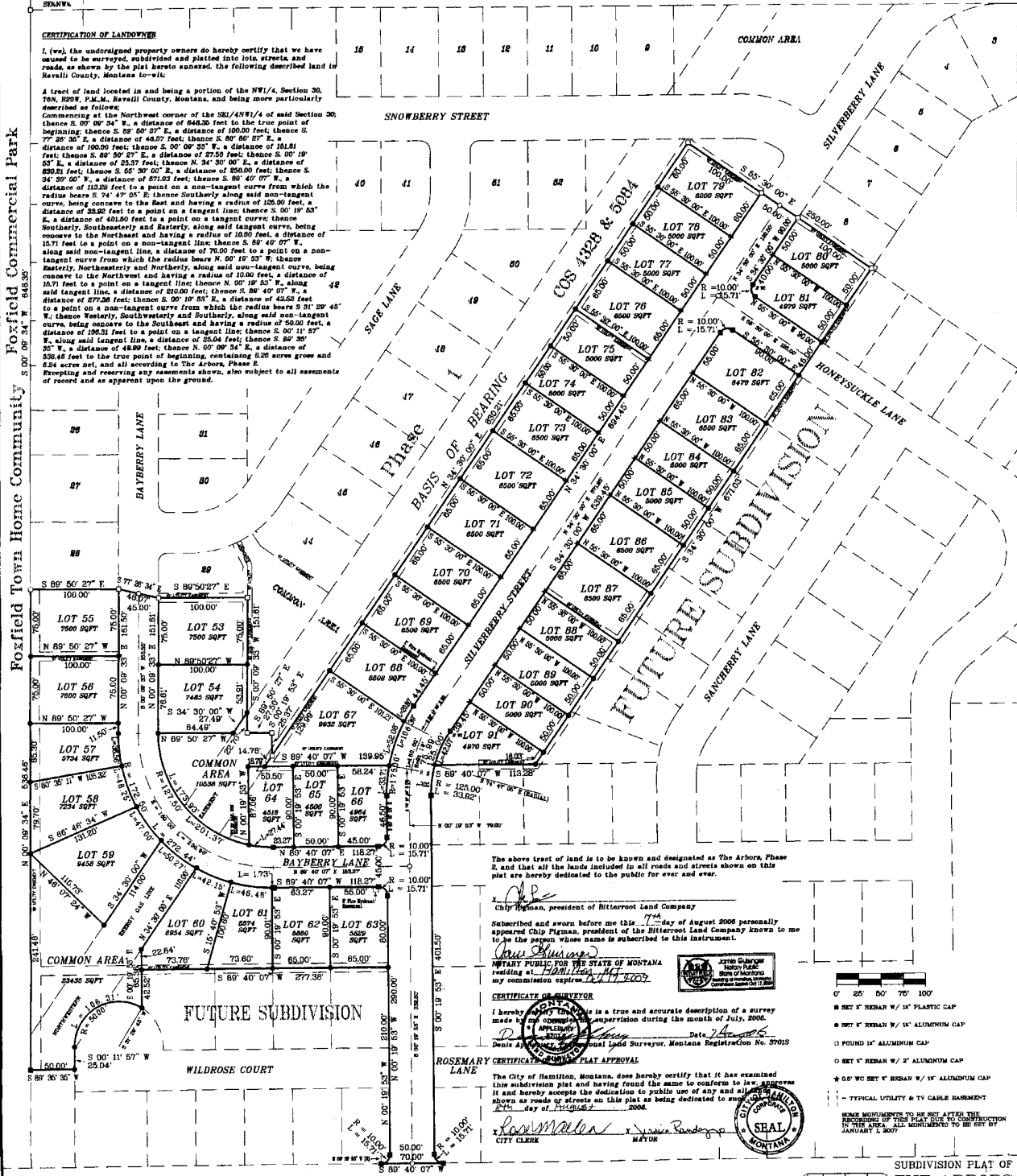
COS 4555

Foxfield Town Home Community

**CERTIFICATION OF LANDOWNER**

I, (we), the undersigned property owners do hereby certify that we have caused to be surveyed, subdivided and platted into lots, streets, and roads, as shown by the plat hereto annexed, the following described land in Ravalli County, Montana to-wit:

A tract of land located in and being a portion of the NW¼, Section 30, T6N, R20W, P.M.M., Ravalli County, Montana, and being more particularly described as follows:  
Commencing at the Northwest corner of the SE¼/4NW¼/4 of said Section 30; thence S. 00° 00' 24" W., a distance of 648.30 feet to the true point of beginning; thence S. 88° 50' 27" E., a distance of 100.00 feet; thence S. 77° 25' 35" E., a distance of 48.07 feet; thence S. 88° 06' 27" E., a distance of 100.00 feet; thence S. 00° 00' 23" W., a distance of 10.00 feet; thence S. 88° 50' 27" E., a distance of 27.50 feet; thence S. 00° 19' 55" E., a distance of 23.37 feet; thence N. 34° 30' 00" E., a distance of 800.81 feet; thence S. 55° 30' 00" E., a distance of 250.00 feet; thence S. 34° 30' 00" E., a distance of 67.03 feet; thence S. 88° 40' 07" W., a distance of 113.29 feet to a point on a non-tangent curve from which the radius bears S. 74° 47' 00" E. thence Southwesterly along said non-tangent curve, being concave to the East and having a radius of 155.00 feet, a distance of 33.92 feet to a point on a tangent line thence S. 00° 19' 55" E., a distance of 40.50 feet to a point on a tangent curve; thence Southwesterly, Southwesterly and Easterly, along said tangent curve, being concave to the Northwest and having a radius of 10.00 feet, a distance of 15.71 feet to a point on a non-tangent line; thence S. 88° 40' 07" W., along said non-tangent line, a distance of 70.00 feet to a point on a non-tangent curve from which the radius bears N. 00° 19' 55" E.; thence Easterly, Northwesterly and Northerly, along said non-tangent curve, being concave to the Northwest and having a radius of 10.00 feet, a distance of 15.71 feet to a point on a tangent line; thence N. 00° 19' 55" E., along said tangent line, a distance of 210.00 feet; thence S. 88° 40' 07" W., a distance of 27.50 feet; thence S. 00° 19' 55" E., a distance of 42.52 feet to a point on a non-tangent curve from which the radius bears S. 31° 29' 45" W.; thence Westerly, Southwesterly and Southerly, along said non-tangent curve, being concave to the Southeast and having a radius of 50.00 feet, a distance of 109.31 feet to a point on a tangent line; thence S. 00° 11' 57" W., along said tangent line, a distance of 25.04 feet; thence S. 88° 35' 55" E., a distance of 48.00 feet; thence N. 00° 00' 34" E., a distance of 338.48 feet to the true point of beginning, containing 8.26 acres gross and 6.24 acres net; and all according to The Arbors, Phase 2.  
Excepting and reserving any easements shown, also subject to all easements of record and as apparent upon the ground.



The above tract of land is to be known and designated as The Arbors, Phase 2, and that all the lands included in all roads and streets shown on this plat are hereby dedicated to the public for ever and ever.

Subscribed and sworn before me this 17th day of August 2006 personally appeared Chip Piggan, president of the Bitterroot Land Company known to me to be the person whose name is subscribed to this instrument.

*Chip Piggan*  
Notary Public for the State of Montana  
Residing at Hamilton, MT  
My commission expires 12/31/2007

**CERTIFICATE OF SURVEYOR**  
I hereby certify that this is a true and accurate description of a survey made by me and supervised during the month of July, 2006.

**ROSEMARY CERTIFICATE OF SUBDIVISION PLAT APPROVAL**  
The City of Hamilton, Montana, does hereby certify that it has examined this subdivision plat and having found the same to conform to law, approves it and hereby accepts the dedication to public use of any and all roads shown as roads or streets on this plat as being dedicated to the public use of the City of Hamilton, Montana, 2006.

*Rosemary*  
CITY CLERK



- 0" 25' 50' 75' 100'
  - SET 1" REBAR W/ 1" PLASTIC CAP
  - SET 2" REBAR W/ 1" ALUMINUM CAP
  - FOUND 1" ALUMINUM CAP
  - SET 1" REBAR W/ 2" ALUMINUM CAP
  - ★ 0.0" WC SET 1" REBAR W/ 1" ALUMINUM CAP
  - TYPICAL UTILITY & TV CABLE GARRMENT
- NOTE: MONUMENTS TO BE SET AFTER THE RECORDING OF THIS PLAT. DATE OF CONSTRUCTION IN THIS CASE, ALL MONUMENTS TO BE SET BY JANUARY 1, 2007.

PREPARED BY  
**Applebury Survey**  
Dennis Applebury  
PROFESSIONAL LAND SURVEYOR  
616 HWY 88 VICTOR, MT 59717  
(406) 841-2927

**LAND USE SUMMARY**

LOTS	5.46 ACRES
PARK	0.78 ACRES
STREETS	2.02 ACRES
TOTAL	8.26 ACRES

1/4 SEC T R  
30 6N 20W  
SUBDIVISION PLAT OF  
**THE ARBORS**  
PHASE 2  
RAVALLI COUNTY, MONTANA  
SHEET 1 OF 1

STATE OF MONTANA RAVALLI COUNTY  
RECORDED: 08/09/2006 12:58 \$3  
CLERK AND RECORDER BY: *Dana Miller*  
578680 Page 1 of 1  
FEE: \$24.50

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS RELATING TO  
THE ARBORS COMMUNITY**

THIS DECLARATION is made this 8th day of November 2004, by Bitterroot Land Company, LLC, a Montana corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Ravalli County, Montana, known as The Arbors, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof as if set forth in full herein; and

WHEREAS, Declarant wishes to place restrictions, covenants, and conditions upon said real property for the use and benefit of the property, the Declarant and the future owners of the property;

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property as a desirable residential development. These easements, 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 each successor in interest to the owner thereto.

**ARTICLE I: DEFINITIONS**

Section 1. Association. "Association" shall be the The Arbors Homeowners Association as created and operated by this declaration.

Section 2. Properties. "Properties" shall be that certain real property described in Exhibit "A" and such other real property as hereafter may be brought within the jurisdiction of the Association.

Section 3. Common Properties. "Common Properties" shall include the maintenance of the roadway system and such other common aspects of the property as may be brought within the jurisdiction of the Association.

Section 4. Lot. "Lot" shall be any plot of land shown upon any recorded plat map of the Properties subject to this Declaration, with the exception of dedicated streets and roads.

Section 5. Member. "Member" shall be every person or entity who is a Member of the Association as described in Article II.

*Per: Bitterroot Land Co  
925 N 1st St  
Hamilton MT 59840*

Section 6. Owner. "Owner" shall be the record owner, whether one or more persons or entities, of any Lot which is a part of the Properties, including buyers under a contract for deed, but excluding those having any such interest merely as security for the performance of an obligation.

Section 7. Declarant. "Declarant" shall be Bitterroot Land Company, LLC., and it's successors and assigns.

## ARTICLE II: MEMBERSHIP & VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record Owner of any Lot, including buyers 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 any Lot which is subject to assessment by the Association. Ownership of any such Lot shall be the sole qualification for membership. The Association, if it acquires an interest in a lot which would otherwise qualify it for membership, shall not be considered a Member either for voting or assessment purposes.

Section 2. Voting Rights. Except as provided herein, the Members of the Association shall be entitled to one vote for each Lot in which they hold interest which qualifies for membership. The Declarant shall be entitled to four (4) votes for each Lot in which he holds an interest which qualifies for membership, so long as he owns two (2) or more Lots. When more than one (1) person or entity owns an interest in any such Lot, their vote shall be exercised as such persons or entities determine, but in no event may more than one (1) vote per Lot be cast, except as previously stated.

Section 3. Meetings. The Association shall have meetings from time to time as called by a majority of the Lot owners by written notice mailed or delivered to each Lot owner at least fifteen days prior to the date of the meeting. Decisions of the Association shall be made by the membership by a simple majority of the Lot Owners present at any meeting. Absentee Lot owners may assign their right to vote by written proxy.

## ARTICLE III: SERVICES

Section 1. Road System. Declarant will install a road system to serve the Properties subject to this Declaration. Streets will be maintained by the City of Hamilton.

Section 2. Common Properties. Every Member shall have a right and an easement of enjoyment in and to the Common Properties (road system), and such easement shall be appurtenant to, and shall pass with the title to, every Lot, subject to the following provisions:

- (a) The right of the Homeowners' Association to provide reasonable restrictions on the use of the Common Properties for the overall benefit of its Members.

- (b) The right of the Homeowners' Association to assess fees for the repair, maintenance and improvement of the Common Properties, and to borrow money for such purposes.
- (c) The right of the Homeowners' Association to suspend the voting rights of any Member for any period during which any fee assessed against such Member's Lot remains unpaid.
- (d) The right of the Homeowners' Association to dedicate or transfer all, or any part, of the Common Properties to any governmental unit, public agency, authority or utility for such purposes, and subject to such conditions, as may be agreed to by the Members. Neither such dedication nor transfer shall be effective unless approved by a vote of two thirds (2/3) of the Members.
- (e) The right of the Homeowners' Association, with the approval of two thirds (2/3) of its Members, to grant easements under any Common Properties to any public agency, authority or utility.

Section 3. Additional Services. The Association may provide additional services as it sees fit. The Association may provide such services for all or a portion of the Properties within its jurisdiction or with which it may contract, and it may levy assessments on such portion of its Members or others as derive benefits from the services provided.

Section 4. Fees. The Association shall establish a fee schedule for providing said services, which fees shall be considered as assessments, to be calculated, billed, and collected together with other assessments as provided in Article IV. Such schedule may include the assessment of:

- (a) charges for availability of a service even though it is not used by the Lot owner;
- (b) charges for an initial hookup;
- (c) charges for use based on a flat rate or meter measurement;
- (d) additional charges for excess use; and/or
- (e) such other charges as may be required to maintain and operate systems or service.

Section 5. Rules and Regulations. The Association shall be authorized to establish such rules and regulations as it deems appropriate for the reasonable provision of the services provided. They may include regulations for usage, restrictions on usage, and such other rules and regulations as are deemed reasonable for assuring proper provision of services or operation of the systems providing the same. Provisions may be made for suspending services for non-payment of assessments or abuse of established rules and regulations. Adjustment procedures may be provided.

#### ARTICLE IV: ASSESSMENTS

Section 1. Creation of Lien and Obligation. Each Lot Owner hereby covenants and agrees to pay to the Association all assessments to be fixed, established and collected from time to time as hereinafter provided. Such assessments, together with interest and costs of collection

as herein provided, shall be a charge on the land and shall constitute a lien upon the Lot against which such assessment is made. Undeveloped Lots owned by the Declarant or its successors shall be subject to assessment at a rate as hereinafter defined. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Ravalli County as an account of the assessments due together with a correct description of the property to be charged with such lien, and it shall continue until all unpaid assessments, interest and costs of collection shall have been fully paid. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder. It shall be deemed subordinate to all previously recorded or filed interest, and shall run with the land. Each such assessment, together, with interest and costs of collection as herein provided, shall also be the personal obligation of the Owner of such Lot as of the time which such assessment became due. Delinquent personal obligations shall not pass to successors in title unless expressly assumed by them. This shall in no way limit the effect or validity of any lien against real property created and filed as provided herein. The Association may establish rules and regulations concerning the collection of obligations and the perfection of liens.

Section 2. Rate of Assessments. All assessments shall be fixed at a uniform rate per Lot. Undeveloped Lots (no structures) owned by the Declarant shall be subject to assessment at one-fourth (25%) the amount of assessment fixed for other Lots.

Section 3. Assessments. The general assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association including, but not limited to: expenditures for construction, reconstruction, repair or replacement of any capital improvement; maintenance, upkeep, real property taxes, hazard and liability insurance, and related expenses in regard to any common properties; and, administrative costs of the Association incurred in enforcing the conditions, restrictions or charges set forth in this Declaration.

Section 4. Commencement of Assessments. The Association is authorized to commence initial assessments as herein authorized at such time as it determines appropriate. Each Lot Owner shall be required to prepay a prorated portion of the annual assessments at the closing of the sale and purchase of every Lot. Written notice of assessments shall be sent to every Owner. The due dates shall be established by the Association. If the assessments are not paid by such due date, then interest shall begin to accrue on them at a rate to be determined by the Association.

Section 5. Certificate of Payment. The Secretary of 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. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. In addition, the Secretary of the Association shall maintain a roster of the individual Lots and the assessments due thereon.

Section 6. Nonpayment of Assessment. Any assessment which is not paid when due shall be delinquent. The Association may bring an action at law to collect the amount of the delinquent assessment together with all interest, costs, and reasonable attorney fees incurred in such action, or it may take action to perfect and foreclose a lien for such assessments.

Section 7. Property Subject to Assessment. All Lots shall be subject to assessments by the Association as herein provided, except those Lots acquired by the Association and the Common Areas.

#### ARTICLE V: PROTECTIVE COVENANTS

The following Protective Covenants are designed to provide a uniform plan for the development of the Properties. They shall constitute a covenant running with the land for each Lot within the Properties.

Section 1. Land Use and Dwellings. With the exception of the Common Area, none of the lots in the subdivision may be used or improved for other than private residential purposes, and no business, trade, nor manufacturing shall be conducted thereon except for homeowner occupations that are conducted entirely inside the residential structure, don't require customers, clients, or suppliers to travel to and from the property, and are not an annoyance or nuisance to the neighborhood. No more than one single family dwelling, garage housing up to three motor vehicles, and the usual and necessary outbuildings, shall be erected, placed or maintained on any lot except for those lots designated for multi-family housing by the Declarant. Outbuildings/sheds shall be constructed with exterior finishes (siding, roofing and paint color) to match the house. All single family dwellings shall be of new frame construction and on a poured foundation. Building materials shall be compatible with other housing in the area. Use of metal siding or roofing is prohibited on any structure.

Section 2. Building Site. No Lot shall have more than one (1) dwelling house located upon it except those lots designated for multi-housing by the declarant. All structures must be completed within one year of commencement of construction and initial landscaping, at least to the extent of establishing a lawn on areas not otherwise occupied by structures, driveways or decorative plantings, must be completed within eighteen months of commencement of construction.

Section 3. Setback Lines. No building shall be located on any Lot in violation of the setback restriction delineated on the plat. For the purposes of this section, the building location shall be considered to be the building foundation line.

Section 4. Temporary Structures. No trailers, modular homes nor structures of a temporary character including, but not limited to, a recreational vehicle, basement, tent, shack, garage, barn, or other outbuilding, shall be used at any time as a residence, either temporarily or permanently, nor shall any building be occupied for residential purposes until it is completely finished.

Section 5. Vehicle Parking and Driveways. Improvements on each residential lot shall provide for off-street parking and no motor vehicles shall be placed or parked so as to impede or obstruct pedestrians or vehicular traffic along any road easement within the Property.

Section 6. Fences. No fence shall be constructed of materials other than cedar with wood or metal posts and fences shall not exceed more than six (6) feet in height. Fences shall be natural or stained with light body stain. Fencing shall be limited to that portion of each lot from the rear of the dwelling to the rear of the property, and no fence shall be permitted on that portion of each lot between the rear of the dwelling and the street.

Section 7. Weed Control. All Lot owners shall take preventive and reasonable measures to exercise weed control over their property.

Section 8. Exterior Maintenance. Each Owner of a Lot shall provide exterior maintenance upon such Lot and structures, if any, to include the painting and repairing of structures; maintenance of the lawn and grounds to preclude weeds, underbrush, and other unsightly growths; and the prevention of refuse piles or other unsightly objects from accumulating or remaining on the grounds. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding area. All exterior colors shall be approved by the Architectural Review Committee. The Declarant shall be the Architectural Review Committee until build out of development at which time the Homeowner's Association shall assume review responsibilities. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty (30) day period, the Association may then enter such Lot and provide required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty (30) days after the Owner is billed therefore and shall become a special assessment upon that Lot. The Association may exercise all such rights to collect that assessment as it may other assessments pursuant to Article V. Such entry on the Lot by the Association shall not be deemed a trespass.

Section 9. Outside Lighting. Outside illumination equipment or fixtures shall not be constructed unless attached to the main residential structure or garage, or unless attached to a pole not to exceed 8 feet in height, which pole will conform with the general architectural plan of the residence. Mercury vapor night lights are not permitted. Any electrical connection between the residence or garage will be underground. All outside wiring shall be subterranean. Television, radio and other antennas located upon said premises are to be located so as to be inconspicuous.

Section 10. Burning of Trash. Outside burning of trash and other materials is prohibited.

Section 11. Animals and Pets. Two dogs and/or two cats per lot or other common household pets may be kept provided they are not bred or maintained for commercial purposes. All household pets shall be kept within the Lot of their owner and shall not be allowed outside their lot unless under control and supervision pursuant to City Ordinance.

Section 12. Vehicles. No equipment, machinery, motor homes/trailers (except for visitors and guests for a period not to exceed two weeks), trucks exceeding one ton capacity, pickups carrying campers, boats, boat trailers, or unsightly vehicles shall be parked or allowed to

remain in front of or along-side any building or in a driveway, on any Lot, or on the adjoining streets. However, storage of such vehicles shall be allowed if they are stored in a garage, or stored behind the rear building line of a dwelling in a fenced area screened from the view of adjoining Lots. The screen fence shall be of minimum of five feet in height but shall not exceed the maximum six feet height limitation set forth in Section 5 of this Article. This provision is not intended to preclude the entry for construction, maintenance, delivery, moving, or other such service vehicles while they are being utilized in connection with services for the property.

Section 13. Signs. No advertising signs, billboards, nor other unsightly objects shall be erected, placed or permitted to remain on any Lot. However, exceptions shall be allowed for one small sign identifying the contractor of a building under construction, or for one small "For Sale" sign per Lot. Until the Declarant sells all of the Lots in the development, it shall be permitted to place signs throughout the Properties to promote the sale of Lots.

Section 14. Nuisances. No noxious nor offensive activity shall be carried on or permitted upon any of the Properties, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way or for any purpose which may endanger the health and safety of, or unreasonably disturb the peace and quiet of, the resident of any Lot. Prohibited activities, for example, include but shall not be limited to, a wrecking or junk yard for automobiles, or equipment/machinery, a rendering plant, and a dumping ground for refuse or garbage. Neither an outdoor barbecue nor a wood stove shall be considered a nuisance.

Section 15. Damaged Property. Any dwelling damaged by fire or other casualty must be removed from the premises or repairs commenced within one hundred twenty (120) days of such damage unless an extension of time for such removal or repair is granted by the Homeowners' Association. The Homeowners' Association may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection therewith. Any cost incurred by the Association under this section shall become a special assessment upon the Lot of the owner. The Association may exercise all such rights to collect that assessment as it may any other assessment pursuant to Article V.

Section 16. Woodpiles. Woodpiles shall be neatly stacked or located so as not to be visible from the street.

Section 17. Damage or Destruction of Common Area by Owner. In the event the Common Area is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Homeowners' Association to repair said damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently. The amount necessary for such repairs shall become a special assessment upon the Lot of the Owner. The Association may exercise all such rights to collect that assessment as it may other assessments pursuant to Article V.

Section 18. Sanitary Restrictions. The Owners of each Lot shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal and air pollution.

Section 19. Discharge of Firearms Prohibited. The discharge of firearms is prohibited except where reasonably necessary to protect property or persons.

#### ARTICLE VI: GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions, charges and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Association, the Declarant or other Owner of any Lot subject to this Declaration, it or their respective legal representatives, heirs, successors, or assigns in perpetuity.

Section 2. Enforcement. Any Owner, the Declarant or the Association shall have the option and right to enforce, by any proceeding at law or inequity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, one to recover damages, or both. Failure by any Owner, or by the Declarant, to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Should any law suit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement, for the costs of such proceeding, including reasonable attorney's fees.

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

Section 4. Amendment. The Declarant reserves the sole right to amend, modify, make additions to, or make deletions from this Declaration he alone deems appropriate. This right of the Declarant to make such amendments shall continue for so long as Declarant is a member in the Association. After that time, the right to amend shall pass to the Association to be exercised only upon concurrence of seventy-five (75%) of the members of the Association. Amendments must be recorded in the office of the Clerk and Recorder, Ravalli County, Montana.

Section 5. Liability of Declarant. The Declarant shall have no liability for any of his actions or failures to act, or for any action or failure to act of any Owner of any Lot in The Arbors.

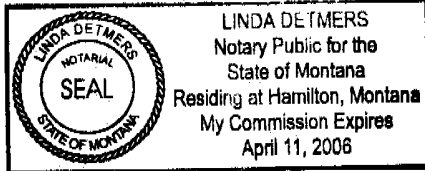
IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the day and year first above written.

Chip Pigman  
Bitterfoot Land Company, LLC  
Chip Pigman, Member

State of Montana )  
  :SS.  
County of Ravalli )

On this 8<sup>th</sup> day of NOVEMBER, 2004, before me, a Notary Public for the State of Montana personally appeared Chip Pigman known to me to be the President of the corporation and acknowledged to me that he did execute the same.

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



Linda Detmers  
Notary Public for State of MONTANA  
Residing at: HAMILTON  
My Commission expires: 4/11/2006

EXHIBIT A:

IN SENW IN SWNE Index 128 CS #489435-ED Tract A1 36.04 acres.





*Kelly Olson*

**AFFIDAVIT  
ADDENDUM TO DOCUMENT #544913  
Declaration of Covenants, Conditions and Restrictions Relating to  
THE ARBORS COMMUNITY  
Filed in the State of Montana, Ravalli County  
on 11/12/2004**

Effective immediately the Board of Directors requests that all title companies processing the transfer of property within The Arbors Community of Hamilton, Montana

- Inform the Board of Directors of such transfer.
- Supply the Board of Directors with the name and mailing address of the new owner(s).
- Collect any homeowners assessments due at the time of transfer and forward such to the Board of Directors.

The current contact information for THE ARBORS HOMEOWNERS ASSOCIATION is

*Ret:*

The Arbors Homeowners Association  
555 Bayberry Ln  
Hamilton, MT 59840  
email: [TheArborsMT@gmail.com](mailto:TheArborsMT@gmail.com)

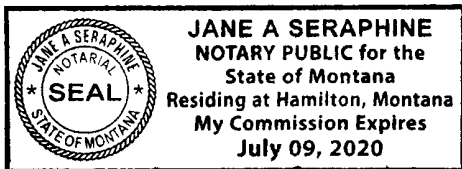
Thank you for your cooperation,

*Renee A Fecteau*  
Renee Fecteau, Secretary, The Arbors Homeowners Association

*Sept 6, 2019*  
Date

State of MONTANA )  
  :SS  
County of RAVALLI )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2019, by Renee Fecteau, Secretary of The Arbors Homeowners Association, who is personally known to me or who has produced Montana Drivers License as identification.



*Jane A Seraphine*  
Notary Public for the State of MONTANA  
Residing at Hamilton  
My Commission Expires 7/9/2020



*Carianna M Newton*

Deputy

Return to:  
The Arbors Homeowners Association  
555 Bayberry Ln  
Hamilton, MT 59840

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
RELATING TO THE ARBORS COMMUNITY  
DOCUMENT #544913 FILED ON 11/12/2004  
IN THE STATE OF MONTANA, RAVALLI COUNTY**

WHEREAS the Covenants of The Arbors Community state in Article VI, Section 4

“Section 4. Amendment. The Declarant reserves the sole right to amend, modify, make additions to, or make deletions from this Declaration he alone deems appropriate. This right of the Declarant to make such amendments shall continue for so long as Declarant is a member of the Association....”

and WHEREAS The Bitterroot Land Company, the Declarant of these Covenants, is as of this date a Member of the Arbors Association,

and WHEREAS Chip Pigman, legal representative of The Bitterroot Land Company, the Declarant of these Covenants, wishes to amend and modify these Covenants

THEREFORE, the following changes are made to the Declaration of Covenants, Conditions and Restrictions Relating to The Arbors Community:

ARTICLE II: MEMBERSHIP & VOTING RIGHTS, SECTION 3 is amended to change “majority of Lot owners” to “a quorum of 30 percent or more of Lot Owners” and to allow electronic proxies as follows:

Section 3. Meetings. The Association shall have meetings from time to time as called by a ~~majority of Lot owners~~ **quorum of 30 percent or more of Lot Owners** by written notice mailed or delivered to each Lot owner at least fifteen days prior to the date of the meeting. Decisions of the Association shall be made by the membership by a simple majority of the Lot Owners present at the meeting. Absentee Lot Owners may assign their right to vote by written **or electronic proxy**.

ARTICLE VI: GENERAL PROVISIONS, SECTION 4 is amended to change Declarant “is a member of the Association” to Declarant “owns two or more Lots”. It is also amended to change “75% of the members of the Association” to “a majority of the members of the Association” as follows:


Section 4. Amendment. The Declarant reserves the sole right to amend, modify, make additions to, or make deletions from this Declaration he alone deems appropriate. This right of the Declarant to make such amendments shall continue for so long as Declarant ~~is a member of the Association~~ **owns two (2) or more Lots**. After that time the right to amend shall pass to the Association to be exercised only upon concurrence of ~~75% of the members of the Association~~ **a majority of the Lot Members of the Association**. Amendments must be recorded in the office of the Clerk and Recorder, Ravalli County, Montana.

No other changes to these Covenants are hereby made.

**IN WITNESS WHEREOF**, the undersigned, Chip Pigman, represents

1. I am legal representative of the Bitterroot Land Company, Declarant in the Declaration of Covenants, Conditions and Restrictions Relating to The Arbors Community.
2. I, as Declarant, reserved the sole right to amend, modify, make additions to, or make deletions from this Declaration as I alone deem appropriate. This right of the Declarant to make such amendments shall continue for so long as Declarant is a member of the Association.
3. I am still a member of the Association, as the Bitterroot Land Company still owns several Lots.

I hereby adopt this First Amendment to The Declaration of Covenants, Conditions and Restrictions Relating to The Arbors Community, which was originally recorded as Document #544913 in the State of Montana, Ravalli County, on November 12, 2004.

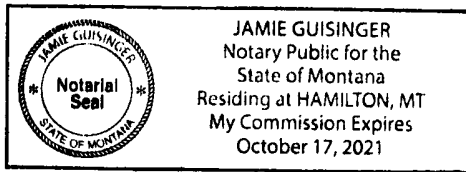
  
 \_\_\_\_\_  
 Bitterroot Land Company, LLC, Chip Pigman, Member

5/26/20  
 \_\_\_\_\_  
 Date

State of MONTANA )  
:SS  
County of RAVALLI )

On this 26 day of May, 2020, before me, a Notary Public for the State of Montana, personally appeared Chip Pigman, known to me to be the President of the Corporation, and acknowledged to me that he did execute the same.

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



Jamie Guisinger  
Notary Public for the State of MONTANA  
Residing at Hamilton, MT  
My Commission Expires Oct 17, 2021

Tax Year: 2025

Scale: 1:428.61 Basemap: Imagery Hybrid



## Summary

### Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 13-1468-30-2-09-67-0000

Assessment Code: 0000610613

#### Primary Owner:

KRAVIK SHANE AND  
159 BAYBERRY LN  
HAMILTON, MT 59840-3634

Note: See Owners section for all owners

#### Property Address:

159 BAYBERRY LN  
HAMILTON, MT 59840

Certificate of Survey:

Legal Description: THE ARBORS PHASE 2, S30, T06 N, R20 W, 4500 SQUARE FEET, LOT 65

Last Modified: 3/22/2025 21:19:23 PM

Tax Year: 2025

## General Property Information

Neighborhood: 213.940.S	Property Type: Improved Property
Living Units: 1	Levy District: 13-0734-3-1
Zoning:	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: 0	Limited: 0

## Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

## Land Summary

Land Type:	Acres:	Value:
Grazing	0	0
Fallow	0	0
Irrigated	0	0
Continuous Crop		
Wild Hay	0	0
Farmsite	0	0
ROW	0	0
NonQual Land	0	0
Total Ag Land	0	0
Total Forest Land	0	0
Total Market Land	0.103	0

## Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
6/4/2020			6/4/2020	744413	Warranty Deed
4/4/2019			4/8/2019	730153	Beneficiary Deed
12/21/2011			12/22/2011	649/843	Warranty Deed
4/10/2008			4/10/2008	602/536	Warranty Deed
4/10/2008			4/11/2008	602/548	Quit Claim Deed

## Owners

Tax Year: 2025

## Party #1

Default Information:	KRAVIK SHANE AND 159 BAYBERRY LN HAMILTON, MT 59840-3634
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	7/8/2020 8:58:18 AM

## Party #2

Default Information:	OVERHOLT RIA 159 BAYBERRY LN HAMILTON, MT 59840-3634
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	7/8/2020 8:58:18 AM

## Appraisals

### Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2024	39500	321900	361400	MKT
2023	39500	321900	361400	MKT
2022	37575	198125	235700	MKT

## Market Land

### Market Land Item #1

Method: Sqft	Type: Primary Site
Width: n/a	Depth: n/a
Square Feet: 4500	Acres: n/a
Class Code: 2201	Value: n/a

## Dwellings

Tax Year: 2025

## Dwelling #1

### Dwelling Information

Dwelling Type	Style	Year Built
SFR	08 - Conventional	2007
Residential Type: SFR	Style: 08 - Conventional	
Year Built: 2007	Roof Material: 10 - Asphalt Shingle	
Effective Year: n/a	Roof Type: 3 - Gable	
Story Height: 2.0	Attic Type: 0 - None	
Grade: 5	Exterior Walls: 1 - Frame	
Class Code: 3501	Exterior Wall Finish: 3 - Masonite	
Year Remodeled: n/a	Degree Remodeled: n/a	

### Mobile Home Details

Manufacturer: n/a	Serial #: n/a
Width: n/a	Length: n/a
Model: n/a	

### Basement Information

Foundation: 2 - Concrete	Finished Area: n/a
Daylight: n/a	Basement Type: 0 - None
Quality: n/a	

### Heating/Cooling Information

Type: Central	System Type: 5 - Forced Air
Fuel Type: 3 - Gas	Heated Area: n/a

### Living Accomodations

Bedrooms: 3	Family Rooms: n/a
Full Baths: 2	Half Baths: 1
Addl Fixtures: 3	

### Additional Information

Fire Places	Stacks: n/a
Stories: n/a	Prefab/Stove: n/a
Openings: n/a	
Garage Capacity: n/a	Cost & Design: n/a
Flat Add: n/a	% Complete: n/a
Description: n/a	

### Dwelling Ammenities

View: n/a	Access: n/a
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### Area Used in Cost

Basement: n/a	Addl Floors: n/a
First Floor: 650	Second Floor: 672
Half Story: n/a	Unfinished Area: n/a
Attic: n/a	SFLA: 1322

### Depreciation Information

Tax Year: 2025

CDU: n/a		Physical Condition: Good (8)	
Desirability Property: Good (8)		Location: Good (8)	
Depreciation Calculation			
Age: 17		Pct Good: 0.86	
RCNLD: n/a			
Additions / Other Features			
Lower Addtns	First	Second	Third
	34 - Deck, Concrete		
	11 - Porch, Frame, Open		
		Area	Year
		100	0
		116	0
		Cost	0
		0	0
No additional features exist for this property			

## Other Buildings

### Outbuilding/Yard Improvement #1

Type: Residential	Description: RPA1 - Asphalt
Quantity: 1	Year Built: 2007
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3501
Dimensions	
Width/Diameter: n/a	Length: n/a
Size/Area: 600	Height: n/a
Bushels: n/a	Circumference: n/a

### Outbuilding/Yard Improvement #2

Type: Residential	Description: RRG3 - Garage, frame, detached, unfinished
Quantity: 1	Year Built: 2007
Grade: 4	Condition: Res Average
Functional: n/a	Class Code: 3501
Dimensions	
Width/Diameter: 20	Length: 20
Size/Area: 400	Height: n/a
Bushels: n/a	Circumference: n/a

## Commercial

No commercial buildings exist for this parcel

Tax Year: 2025

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## Ag/Forest Land

No ag/forest land exists for this parcel

## Easements

No easements exist for this parcel

## Disclaimer

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