Fidelity National Title CHICAGO TITLE

TWO TRUSTED COMPANIES. ONE UNIFIED TEAM.

RESIDENTIAL | COMMERCIAL | BUILDER SERVICES

CUSTOM REPORT PREPARED FOR:

Haydee Caiga | The Hertz Team - ERA Lambros

3587 Trading Post Ln

Stevensville, MT 59870

June 17, 2026

VISIT US ONLINE FOR CONTACT INFO, LOCATIONS, & HELPFUL INFORMATION

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Bozeman | Bigfork | Billings | Great Falls | Lakeside | Missoula | Whitefish | Columbia Falls | Hamilton | Kalispell

Fidelity National Title

PROPERTY INFORMATION

Date:

6/17/2026

Prepared By:

Customer Service

Property Address:

3587 Trading Post Ln Stevensville 59870

Parcel Number:

13176435102430000

Disclaimer

Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Fidelity National Title

Ravalli County Property Profile

Assessor #:	**0000318642**
Parcel #:	**13176435102430000**
Owner:	**Kroschel, Levi**
Co-owner:	
Site:	**3587 Trading Post Ln** **Stevensville MT 59870-8515**
Mail:	3587 Trading Post Ln Stevensville MT 59870-8515
Land Use:	IMP - Improved Property
Zoning:	
School Dist:	Stevensville High
Census:	2009 000204
Legal:	TWIN CREEKS PHASE 1, S35, T09 N, R20 W, 9104 SQUARE FEET, CORR PLAT LOT 42

ASSESSMENT INFORMATION

Assessed Land:	**$110,761.00**
Assessed Impr:	**$338,439.00**
Assessed Total:	**$449,200.00**
Exemption:	
Taxes:	**$1,632.47**
Levy Code:	0732
Levy Rate:	454.2199

SALE & LOAN INFORMATION

Sale Date:	11/12/2020
Sale Amount:	
Document #:	
Deed Type:	Grant Deed
Loan Amount:	$306,900.00
Lender:	MANN MTG LLC
Loan Type:	Bldg/Const Loan
Interest Type:	ADJ
Title Co:	FIRST AMERICAN TITLE

PROPERTY CHARACTERISTICS

Year Built:	2017
Year Remodeled:	
Bedrooms:	3
Bathrooms:	2
Total Area:	1,260 SqFt
1st Floor:	1,260 SqFt
2nd Floor:	
Basement Fin:	
Basement Unfin:	
Lot Size Ac:	0.21 Acres
Lot Size SF:	9,104 SqFt
Garage SF:	360 SqFt
Garage Type:	19 - Garage, Frame, Finished
Heat Source:	3 - Gas 5 - Forced Air
Fireplace:	
Bldg Condition:	
Neighborhood:	213.970.0
Impr Type:	08 Conventional
Waterfront:	

Fidelity National Title

Parcel Information

Assessor Number:	**0000318642**
Parcel:	**13176435102430000**
Site Address:	3587 Trading Post Ln Stevensville MT 59870 - 8515
Owner:	Kroschel, Levi
Owner Address:	3587 Trading Post Ln Stevensville MT 59870 - 8515
Township/Range/Section:	09N / 20W / 35
Parcel Size:	0.2090 Acres (9,104 SqFt)
Plat/Subdivision:	Twin Creeks Phase 1
Census Tract/Block:	000204 / 2009
Waterfront:	
Assessment Year:	2025
Total Land Value:	$110,761.00
Total Impr Value:	$338,439.00
Total Value:	$449,200.00

Tax Information

Tax Year	Annual Tax
2025	$1,632.47
2024	$2,333.32
2023	$2,227.56

Legal

TWIN CREEKS PHASE 1, S35, T09 N, R20 W, 9104 SQUARE FEET, CORR PLAT LOT 42

Land

Land Use:	IMP - Improved Property	Zoning:	
Neighborhood:	213.970.0	School District:	Stevensville High
Sewer:		Watershed:	Burnt Fork Bitterroot River
Recreation Name:		Recreation Type:	

Improvement

Year Built:	2017	Bedrooms:	3	Stories:	1
Bathrooms:	2	Full Baths:	2	Half Baths:	
Build Type:	Conventional	Foundation:	3 - Slab	Heat:	3 - Gas - 5 - Forced Air
Total Area:	1,260	Fin SqFt:	1,260	Roof Covering:	Asphalt Shingle
Basement Fin/Unfin:		Ext Walls:	Masonite	Roof Style:	3 - Gable
Garage:	36 19 - Garage, Frame, Finished	Carport SqFt:		Deck SqFt:	
Porch SqFt:	360				

Transfer Information

Loan Date:	01/23/2026	Loan Amt:	$25,000.00	Doc Num:	811961	Doc Type:	Stand Alone Mortgage
Loan Type:		Finance Type:	New Conv	Lender:	SPRING EQ LLC		

Rec. Date:	11/12/2020			Doc Num:		Doc Type: Grant Deed
Owner:	Levi Kroschel			Grantor:	WALTER	
Orig. Loan Amt:	$306,900.00			Title Co:	FIRST AMERICAN TITLE	
Finance Type:	ADJ	Loan Type:	Bldg/Const Loan	Lender:	MANN MTG LLC	

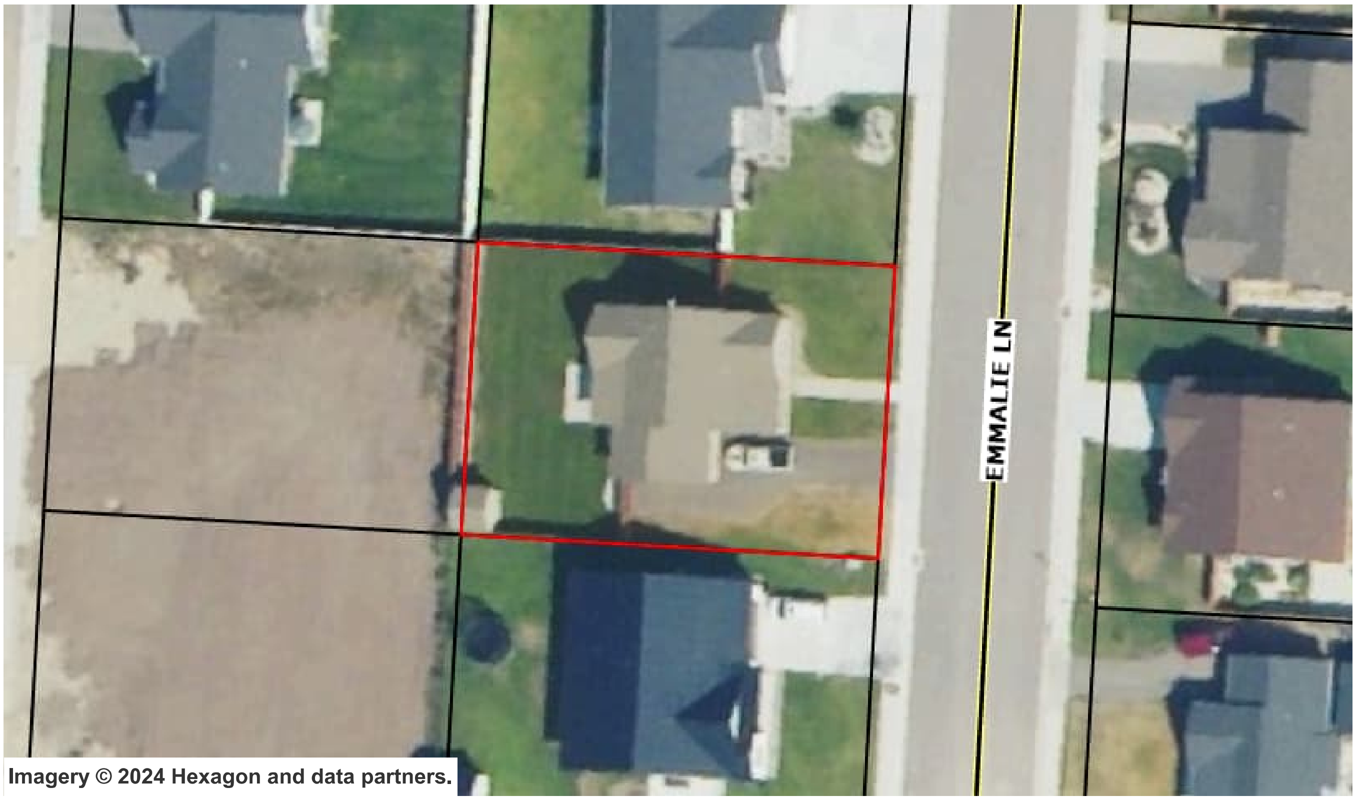
Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Ravalli County Property Profile

Fidelity National Title

Parcel #	13176435102430000	**Owner**	Kroschel, Levi
Ref Parcel		**Owner Address**	3587 Trading Post Ln Stevensville MT 59870 - 8515
Site Address	3587 Trading Post Ln Stevensville MT 59870 - 8515	**Market Total Value**	
Lot Size	0.21 Acres (9,104 SqFt)	**Assessed Total Value**	$449,200.00
Building Area	1,260 SqFt	**Year Built**	2017
School District	Stevensville High	**Zoning**	
Bedrooms	3	**Subdivision**	Twin Creeks Phase 1
Bathrooms	2	**Land Use / Land Use Std**	IMP - Improved Property / 1001 - Single Family Residential

Legal TWIN CREEKS PHASE 1, S35, T09 N, R20 W, 9104 SQUARE FEET, CORR PLAT LOT 42



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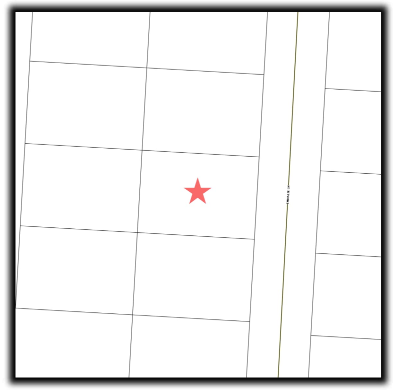
Fidelity National Title

Property Details

Subject Property

3587 Trading Post Ln, Stevensville MT 59870

APN: 13176435102430000



County Name: Ravalli
APN / Parcel Number: 13176435102430000
Current Ownership: Levi Kroschel

Site Address: 3587 Trading Post Ln, Stevensville MT 59870
Mail Address: 3587 Trading Post Ln, Stevensville MT 59870
*Owner Occupied

Tract / Subdivision: / Twin Creeks Phase 1
Census Tract / Block: 000204 / 2009
Lot / Block: 42
Twn / Rng / Sec / Qtr: 09N / 20W / 35
Brief Legal Description: TWIN CREEKS PHASE 1, S35, T09 N, R20 W, 9104 SQUARE FEET, CORR PLAT LOT 42

Sale Information

Sale Recording Date:	11/12/2020	**Title Company:**	FIRST AMERICAN TITLE
Sale Price:		**Document #:**	
Cost/SqFt:		**Vesting:**	
Purchase Loan:	$306,900	**Buyer Name(s):**	Levi Kroschel

Property Characteristics

Property Type:	Single Family Residential				
Land Use:	Improved Property				
Building Type:	Conventional	**Zoning:**			
Total SqFt:	1,260	**Lot Size:**	9,104 SqFt / 0.21 AC	**Year Built:**	2017
Beds:	3	**Basement:**		**Units:**	1
Baths:	2	**Pool:**		**Buildings:**	
Rooms:	5	**Ext / Roof:**	Masonite / Asphalt Shingle	**Heat/AC:**	
Stories:	1	**Condition:**	Good (8)	**Fireplace:**	
Garage:	19 - Garage, Frame, Finished	**Foundation:**	3 - Slab	**View:**	
School District:	Stevensville High				
Watershed:	Burnt Fork Bitterroot River				

Assessment & Tax Info

Total Assessed Value:	$449,200	**Market Value:**		**Tax Year:**	2025
Land Value:	$110,761	**Market Land Value:**		**Tax Exemption:**	
Improvement Value:	$338,439	**Market Improvement:**		**Tax Rate Area:**	0732
Improvement %:		**Tax Amount:**	$1,632.47		

Fidelity National Title

Ravalli County Property Profile

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Co-owner:	
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Land Use:	IMP - Improved Property
Zoning:	
School Dist:	Stevensville High
Census:	2009 000204
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Basement Unfin:	
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Fireplace:	
Bldg Condition:	
Neighborhood:	213.970.0
Impr Type:	08 Conventional
Waterfront:	

Ravalli County Property

Fidelity National Title

Parcel Information	
Parcel Id (APN)	13176435102430000
Tax / Account #	
Site Address	3587 Trading Post Ln Stevensville MT 59870 - 8515
Owner	Kroschel, Levi 3587 Trading Post Ln Stevensville MT 59870 - 8515
Twn Rng Sec Qtr	09N 20W 35
Parcel Size	0.21 Acres (9,104 SqFt)
Plat / Subdivision	Twin Creeks Phase 1
Lot Block	42
Map Grid	
Census Tract Block	000204 2009

Assessment Information	
Market Land Value	$0.00
Market Improv. Value	$0.00
Market Total Value	$0.00
Assessed Total Value	$449,200.00 (2025)

Tax Information	
Levy Code	0732
Levy Rate	454.2199 (2025)
Tax Year 1	2025
Tax Total	$1,632.47

Legal
TWIN CREEKS PHASE 1, S35, T09 N, R20 W, 9104 SQUARE FEET, CORR PLAT LOT 42

Land			
Land Use County	Improved Property	**Building Type**	Conventional
Land Use Standard	Single Family Residential	**Building Use**	
Zoning		**Parcel Type**	Residential
Neighborhood		**School District Name**	Stevensville High

Improvements					
Year Built	2017	**Stories**	1.0	**Finished SqFt**	1,260
Beds (Baths)	3.0 (2.00)	**Garage SqFt**	360	**Unfinished SqFt**	0

Ravalli County | Detail

Date: 06/17/26 Time: 04:08:15 pm	RAVALLI COUNTY TREASURER 215 S 4TH ST STE H	Tax ID: 318642 Type: Real

Name and Address
KROSCHEL LEVI
3587 TRADING POST LN
STEVENSVILLE MT 59870-8512

Property Print TW Range SC Description
42- CORR PLAT TWIN CREEKS PHASE 1 Geocode: 1764-35-1-02-43-0000 LOT 42 0.209 AC

Class **Taxable/$**	**Dist**	**Quantity**	**Market**
42201 Residential City/Town Lots 886.00	2-1	0.21	110,761.00
43501 Improvements on Residential Ci 2,708.00	2-1	0.00	338,439.00
990051 SOIL & WATER CONSERVATION 3,594.00	51	0	0.00
990079 NORTH VALLEY LIBRARY (STEVI) 3,594.00	79	0	0.00
990095 TWIN CREEKS LIGHTING DIST (STE 90.57	95	1.00	0.00
990279 NORTH VALLEY LIBRARY PERMISSIV 3,594.00	279	0	0.00
999302 2014 OPEN SPACE 3,594.00	RO14	0	0.00
999304 2020 OPEN SPACE 3,594.00	RO20	0	0.00
999305 2022 OPEN SPACE 3,594.00	RO22	0	0.00

Ravalli County | Detail

Date: 06/17/26 Time: 04:09:17 pm	RAVALLI COUNTY TREASURER 215 S 4TH ST STE H	Tax ID: 318642 Type: Real

Name and Address KROSCHEL LEVI 3587 TRADING POST LN STEVENSVILLE MT 59870-8512	Property Tax Query TW Range SC Description Sub/Blk/Lot CORR PLAT TWIN / / 42 Geo 1764-35-1-02-43-0000 2-1 CORR PLAT TWIN CREEKS PHASE 1 LOT 42 0.209 AC

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	25	11/26/25	12/01/25	1,044.92	0.00	0.00	**2,089.81**
Paid	25	05/27/26	05/31/26	1,044.89	0.00	0.00	
Paid	24	11/26/24	12/06/24	1,288.13	0.00	0.00	**2,576.22**
Paid	24	05/27/25	06/02/25	1,288.09	0.00	0.00	
Paid	23	11/21/23	11/30/23	1,224.15	0.00	0.00	**2,536.11**
Paid	23	05/28/24	05/31/24	1,311.96	0.00	0.00	
Paid	22	11/21/22	11/30/22	1,083.46	0.00	0.00	**2,166.87**
Paid	22	05/15/23	05/31/23	1,083.41	0.00	0.00	
Paid	21	11/23/21	11/30/21	1,096.58	0.00	0.00	**2,193.10**
Paid	21	05/25/22	05/31/22	1,096.52	0.00	0.00	
Paid	20	12/08/20	12/04/20	944.16	0.00	0.00	**1,888.27**
Paid	20	05/24/21	06/01/21	944.11	0.00	0.00	
Paid	19	11/25/19	12/02/19	927.80	0.00	0.00	**1,855.55**
Paid	19	04/29/20	05/31/20	927.75	0.00	0.00	
Paid	18	11/14/18	11/30/18	845.27	0.00	0.00	**1,690.48**
Paid	18	05/30/19	05/31/19	845.21	0.00	0.00	
Paid	17	11/09/17	11/30/17	204.60	0.00	0.00	**409.16**
Paid	17	05/16/18	05/31/18	204.56	0.00	0.00	
Paid	16	11/07/16	12/09/16	172.65	0.00	0.00	**345.26**
Paid	16	11/07/16	05/31/17	172.61	0.00	0.00	
Paid	15	11/27/15	11/30/15	190.66	0.00	0.00	**381.30**
Paid	15	05/17/16	05/31/16	190.64	0.00	0.00	

Ravalli County | Detail

Date: 06/17/26
Time: 04:09:59 pm

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 318642
Type: Real

Name and Address
KROSCHEL LEVI
3587 TRADING POST LN
STEVENSVILLE MT 59870-8512

Taxes Due Query TW Range SC Description
Sub/Blk/Lot CORR PLAT TWIN / / 42 CORR PLAT TWIN CREEKS PHASE 1
LOT 42 0.209 AC Geo: 1764-35-1-02-43-0000

District	Tax Date	Int Date	PD?	Tax Amt	Penalty	Interest
2-1 STEVENSVILLE, TOWN OF	12/01/25	06/17/26	Y	957.92	0.00	0.00
279 NORTH VALLEY LIBRARY PERMISSIVE MEDICAL	12/01/25	06/17/26	Y	0.87	0.00	0.00
51 SOIL & WATER CONSERVATION	12/01/25	06/17/26	Y	3.47	0.00	0.00
79 NORTH VALLEY LIBRARY (STEVI)	12/01/25	06/17/26	Y	27.78	0.00	0.00
95 TWIN CREEKS LIGHTING DIST (STEVI)	12/01/25	06/17/26	Y	45.29	0.00	0.00
RO14 2014 OPEN SPACE	12/01/25	06/17/26	Y	2.42	0.00	0.00
RO20 2020 OPEN SPACE	12/01/25	06/17/26	Y	4.49	0.00	0.00
RO22 2022 OPEN SPACE	12/01/25	06/17/26	Y	2.68	0.00	0.00
2-1 STEVENSVILLE, TOWN OF	05/31/26	06/17/26	Y	957.92	0.00	0.00
279 NORTH VALLEY LIBRARY PERMISSIVE MEDICAL	05/31/26	06/17/26	Y	0.86	0.00	0.00
51 SOIL & WATER CONSERVATION	05/31/26	06/17/26	Y	3.47	0.00	0.00
79 NORTH VALLEY LIBRARY (STEVI)	05/31/26	06/17/26	Y	27.78	0.00	0.00
95 TWIN CREEKS LIGHTING DIST (STEVI)	05/31/26	06/17/26	Y	45.28	0.00	0.00
RO14 2014 OPEN SPACE	05/31/26	06/17/26	Y	2.42	0.00	0.00
RO20 2020 OPEN SPACE	05/31/26	06/17/26	Y	4.48	0.00	0.00
RO22 2022 OPEN SPACE	05/31/26	06/17/26	Y	2.68	0.00	0.00
Totals for 25				2,089.81	0.00	0.00
Total Tax, Penalty and Interest				2,089.81		

STATE OF MONTANA RAVALLI COUNTY Page: 1 of 2
DOCUMENT: 751644 WARRANTY DEED
RECORDED: 11/12/2020 3:16:15 PM
Regina Plettenberg, CLERK AND RECORDER
Fee $14.00 By Carianna M Newton Deputy

AND WHEN RECORDED MAIL TO:
Levi Kroschel
3587 Trading Post Lane
Stevensville, MT 59870

Filed for Record at Request of:
First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 931099-R
Parcel No.: 318642

WARRANTY DEED

FOR VALUE RECEIVED,

John Walter and Ashley Walter as joint tenants

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Levi Kroschel

whose address is: **3587 Trading Post, Stevensville, MT 59870**

Hereinafter called the Grantee, the following described premises situated in **Ravalli** County, **Montana**, to-wit:

Lot 42 of Corrected Plat of Twin Creeks Phase 1, situated in Ravalli County, Montana, according to the official recorded plat thereof.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 12TH, 2020

LM

John Walter

Ashley Walter

STATE OF Montana)
ss.
COUNTY OF Ravalli)

This instrument was acknowledged before me on Nov 12 2020, by **John Walter and Ashley Walter**.

SHEILA L VEERKAMP
NOTARY PUBLIC for the
State of Montana
Residing at Victor, Montana
My Commission Expires
October 16, 2023

SHEILA L VEERKAMP NOTARIAL SEAL STATE OF MONTANA

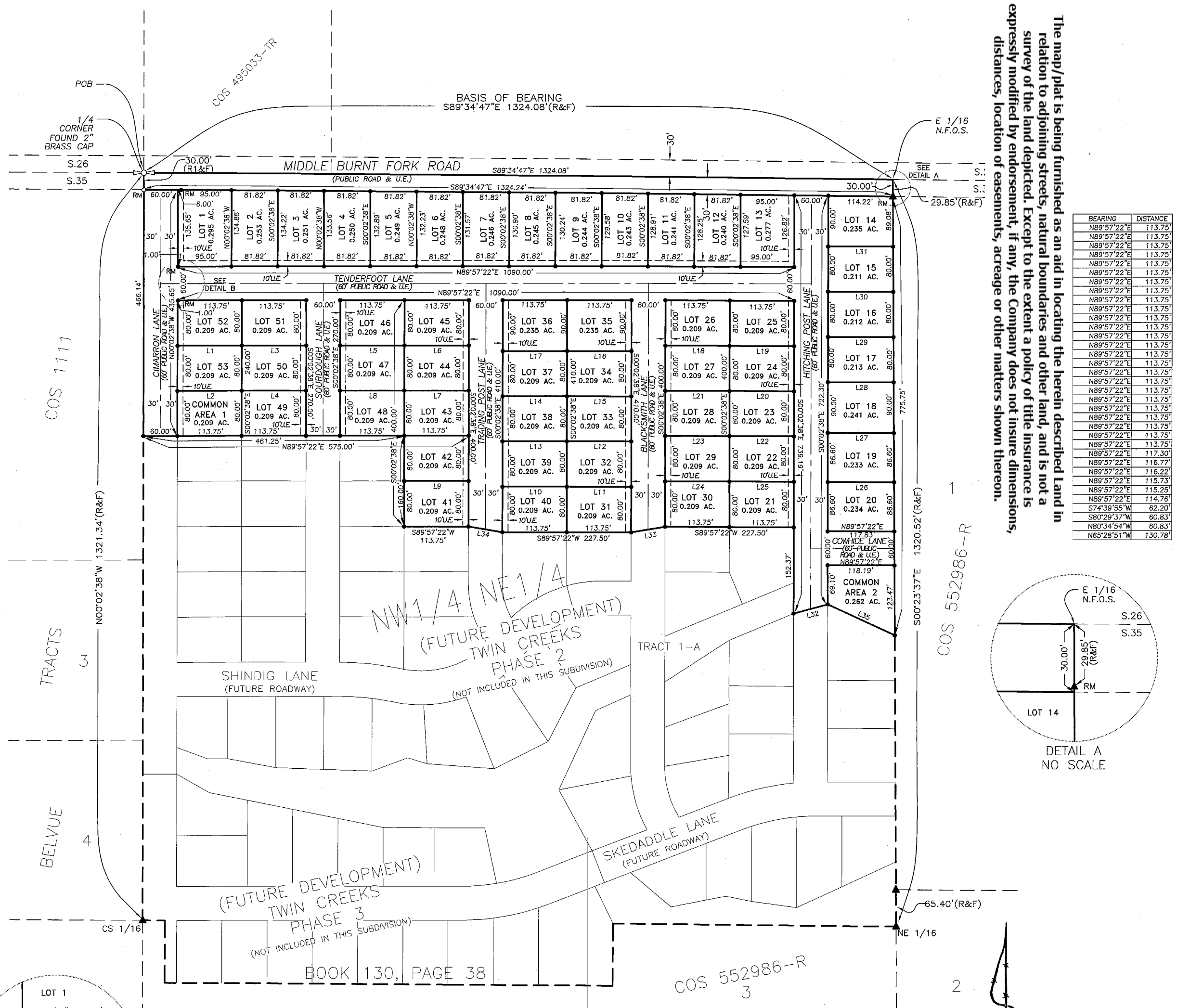
Notary Public for the State of Montana
Residing at: ___________
My Commission Expires: ___________

CORRECTION PLAT OF

TWIN CREEKS, PHASE 1

TO CORRECT ERRORS IN STREET NAMES FOR THE PREVIOUSLY FILED TWIN CREEKS, PLASE 1 PLAT.

A (55) LOT MAJOR SUBDIVISION OF A PORTION OF THE NW1/4, NE1/4 OF SECTION 35, T.9N., R.20W., P.M.M., RAVALLI COUNTY, MONTANA



The map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

BEARING	DISTANCE
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
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N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	113.75'
N89°57'22"E	117.30'
N89°57'22"E	116.77'
N89°57'22"E	116.22'
N89°57'22"E	115.73'
N89°57'22"E	115.25'
N89°57'22"E	114.76'
S74°39'55"W	62.20'
S80°29'37"W	60.83'
N80°34'54"W	60.83'
N65°28'51"W	130.78'

DEDICATION

WE DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED, SUBDIVIDED AND PLATTED IN TO LOTS, ROADS AND COMMON AREAS AS SHOWN HEREON, THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN, MONTANA, RAVALLI COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4NE1/4) OF SECTION 35, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4NE1/4), S.89°34'47"E., 1324.08 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4NE1/4); THENCE ALONG THE EAST BOUNDARY OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4NE1/4), S.00°23'37"E., 805.75 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.65°28'51"W., 130.78 FEET; THENCE S.74°39'55"W., 62.20 FEET; THENCE N.00°02'38"E., 152.37 FEET; THENCE S.89°57'22"W., 227.50 FEET; THENCE S.80°29'37"W., 60.83 FEET; THENCE S.89°57'22"W., 227.50 FEET; THENCE N.80°34'54"W., 60.83 FEET; THENCE S.89°57'22"W., 113.75 FEET; THENCE N.00°02'38"E., 160.00 FEET; THENCE S.89°57'22"W., 461.25 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4NE1/4); THENCE ALONG SAID WEST BOUNDARY, N.00°02'38"E., 466.14 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 17.909 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

FURTHER, THAT THE ABOVE DESCRIBED TRACT OF LAND IS TO BE KNOWN AS TWIN CREEKS, PHASE 1, AND

FURTHERMORE, THAT THE ATTACHED PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVAL GRANTED BY THE STEVENSVILLE TOWN COUNCIL, AND

FURTHERMORE, THAT THIS SUBDIVISION IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO M.C.A. 76-4-125 (2)(d), TO WIT: "DIVISIONS LOCATED WITHIN JURISDICTIONAL AREAS THAT HAVE ADOPTED GROWTH POLICIES PURSUANT TO CHAPTER 1 OR WITHIN FIRST-CLASS OR SECOND-CLASS MUNICIPALITIES FOR WHICH THE GOVERNING BODY CERTIFIES, PURSUANT TO 76-4-127, THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED."

FURTHERMORE, THAT ALL THE ROADS AND RIGHT-OF-WAY SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC FOREVER, AND

FURTHERMORE, COMMON AREAS 1 AND 2 SHOWN HEREON SHALL BE DEDICATED TO THE TWIN CREEKS HOMEOWNER'S ASSOCIATION, AND

FURTHERMORE, FEDERAL, STATE, AND LOCAL PLANS, POLICIES, REGULATIONS, AND/OR CONDITIONS OF SUBDIVISION APPROVAL, AS REQUIRED BY THE REVIEWING AGENCY, THAT MAY LIMIT THE USE OF THE PROPERTY, INCLUDING THE LOCATION, SIZE, AND USE ARE SHOWN ON THIS SHEET OR OTHERWISE STATED, AND

FURTHERMORE, BUYERS OF PROPERTY SHOULD ENSURE THAT THEY HAVE OBTAINED AND REVIEWED ALL SHEETS OF THE PLAT AND ALL DOCUMENTS RECORDED AND FILED IN CONJUNCTION WITH THE PLAT AND THAT BUYERS OF PROPERTY ARE STRONGLY ENCOURAGED TO CONTACT THE LOCAL PLANNING DEPARTMENT AND BECOME INFORMED OF ANY LIMITATIONS ON THE USE OF THE PROPERTY PRIOR TO CLOSING, AND

FURTHERMORE, ALL OR PART OF THE REQUIRED PUBLIC IMPROVEMENTS HAVE BEEN INSTALLED AND/OR SECURITY REQUIREMENTS PURSUANT TO 76-3-507, MCA, SECURING THE FUTURE CONSTRUCTION OF ANY REMAINING PUBLIC IMPROVEMENTS TO BE INSTALLED, AND

FURTHERMORE, THE UNDERSIGNED HEREBY GRANTS UNTO EACH PUBLIC UTILITY, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER, OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND OTHER FACILITIES, IN, OVER, UNDER, AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS "PUBLIC UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER.

MISSOULA FEDERAL CREDIT UNION

BY: [signature]

STATE OF Montana)
COUNTY OF Missoula)SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 19 DAY OF June, 2014 BY Jack Lawson FOR MISSOULA FEDERAL CREDIT UNION.

SS Colleen Murphy
NOTARY PUBLIC FOR THE STATE OF MONTANA

PRINTED NAME OF NOTARY: Colleen Murphy

RESIDING AT: Missoula

MY COMMISSION EXPIRES: 8/20, 2014

COLLEEN MURPHY NOTARY PUBLIC for the State of Montana Residing at Missoula, Montana My Commission Expires August 20, 2014 — NOTARIAL SEAL

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF TWIN CREEKS, PHASE 1 IS A TRUE REPRESENTATION OF A SURVEY CONDUCTED UNDER MY SUPERVISION USING THE MONUMENTS AND RECORDS SHOWN HEREON AND THAT SAID SURVEY WAS MADE IN ACCORDANCE WITH THE MONTANA SUBDIVISION AND PLATTING ACT AND WAS SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.

SS [signature] 5/22/14
MATTHEW JACOBSON
PROFESSIONAL LAND SURVEYOR
MONTANA REGISTRATION NO. 13748LS
DATE

MONTANA — MATTHEW JACOBSON 13748 LS — LICENSED PROFESSIONAL LAND SURVEYOR

CERTIFICATION OF FINAL PLAT APPROVAL

WHEREAS TWIN CREEKS, PHASE 1, IS BEING PLATTED AS A RESIDENTIAL SUBDIVISION, AND THE PARK DEDICATION REQUIREMENT FOR TWIN CREEKS PROPERTIES, LLC HAS BEEN MET BY THE CREATION OF COMMON AREAS. A HOMEOWNER'S ASSOCIATION HAS BEEN CREATED, AND SAID COMMON AREAS SHALL BE DEEDED TO THE HOMEOWNER'S ASSOCIATION; FURTHER, THE SUM OF $300 PER LOT AT THE TIME OF FIRST CONVEYANCE SHALL BE PAID TO THE POLICE DEPARTMENT, AND WHEREAS THE PLAT OF TWIN CREEKS, PHASE 1 WAS APPROVED BY THE STEVENSVILLE TOWN COUNCIL ON THE 19TH DAY OF NOVEMBER, 2007:

THEREFORE, THIS PLAT IS HEREBY CERTIFIED BY THE UNDERSIGNED.

DATED THIS 18TH DAY OF JUNE, 2014.

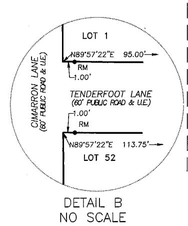
SS [signature]
MAYOR OF STEVENSVILLE, MONTANA

DATED THIS 24th DAY OF June, 2014.

SS [signature]
CLERK TOWN OF STEVENSVILLE, MONTANA

TOWN OF STEVENSVILLE — SEAL

LOT	STREET	NUMBER	LOT	STREET	NUMBER	LOT	STREET	NUMBER	LOT	STREET	NUMBER
1	TENDERFOOT LANE	---	17	HITCHING POST LANE	---	33	BLACKSMITH LANE	---	49	SOURDOUGH LANE	---
2	TENDERFOOT LANE	---	18	HITCHING POST LANE	---	34	BLACKSMITH LANE	---	50	SOURDOUGH LANE	---
3	TENDERFOOT LANE	---	19	HITCHING POST LANE	---	35	BLACKSMITH LANE	---	51	SOURDOUGH LANE	---
4	TENDERFOOT LANE	---	20	HITCHING POST LANE	---	36	TRADING POST LANE	---	52	CIMARRON LANE	---
5	TENDERFOOT LANE	---	21	HITCHING POST LANE	---	37	TRADING POST LANE	---	53	CIMARRON LANE	---
6	TENDERFOOT LANE	---	22	HITCHING POST LANE	---	38	TRADING POST LANE	---			
7	TENDERFOOT LANE	---	23	HITCHING POST LANE	---	39	TRADING POST LANE	---			
8	TENDERFOOT LANE	---	24	HITCHING POST LANE	---	40	TRADING POST LANE	---			
9	TENDERFOOT LANE	---	25	HITCHING POST LANE	---	41	TRADING POST LANE	---			
10	TENDERFOOT LANE	---	26	BLACKSMITH LANE	---	42	TRADING POST LANE	---			
11	TENDERFOOT LANE	---	27	BLACKSMITH LANE	---	43	TRADING POST LANE	---			
12	TENDERFOOT LANE	---	28	BLACKSMITH LANE	---	44	TRADING POST LANE	---			
13	TENDERFOOT LANE	---	29	BLACKSMITH LANE	---	45	TRADING POST LANE	---			
14	HITCHING POST LANE	---	30	BLACKSMITH LANE	---	46	SOURDOUGH LANE	---			
15	HITCHING POST LANE	---	31	BLACKSMITH LANE	---	47	SOURDOUGH LANE	---			
16	HITCHING POST LANE	---	32	BLACKSMITH LANE	---	48	SOURDOUGH LANE	---			

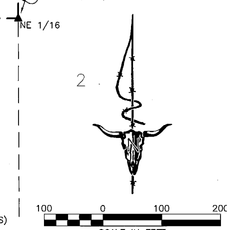


DETAIL B
NO SCALE

NOTE
THE PURPOSE OF THIS SURVEY IS TO MAKE CORRECTIONS TO THE STREET NAMES SHOWN IN THE DETAIL 'B', ADDRESS BLOCK AND ACREAGE SUMMARY. CAMERON LANE CHANGED TO TENDERFOOT LANE, TYLER LEE LAND CHANGED TO SOURDOUGH LANE, EMMALIE LANE CHANGED TO TRADING POST LANE, DYLAN RAY LANE CHANGED TO BLACKSMITH LANE, ALEX LANE CHANGED TO HITCHING POST LANE, AND ASHLEY LANE CHANGED TO COWHIDE LANE.

LEGEND
- ● = SET 5/8"x 24" REBAR WITH 1-1/4" YPC (JACOBSON, 13748LS)
- ○ = FOUND 1-1/4" YPC (JACOBSON, 13748LS)
- ▲ = FOUND 1-1/2" YPC (APPLEBURY, 3701S)
- (F) = FOUND THIS SURVEY
- (R) = RECORD PER COS 560214-TR
- RM = REFERENCE MONUMENT
- YPC = YELLOW PLASTIC CAP
- U.E = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- N.F.O.S. = NOTHING FOUND OR SET
- POB = POINT OF BEGINNING
- COS = CERTIFICATE OF SURVEY

1/4	SEC	T	R
⊠	35	9N	20W



OWNER/DEVELOPER:
MISSOULA FEDERAL CREDIT UNION

PREPARED AT THE REQUEST OF:
MISSOULA FEDERAL CREDIT UNION

DATE:
MAY 2013

BASIS OF BEARING:
COS 560214-TR

ACREAGE SUMMARY

DEDICATED R/W MIDDLE BURNT FORK ROAD:	0.912 ACRES	
DEDICATED INTERIOR ROADWAYS, PHASE 1:	4.716 ACRES	
CIMARRON LANE	0.600 ACRES	
TENDERFOOT LANE	1.501 ACRES	
SOURDOUGH LANE	0.330 ACRES	
TRADING POST LANE	0.558 ACRES	
BLACKSMITH LANE	0.558 ACRES	
HITCHING POST LANE	1.006 ACRES	
COWHIDE LANE	0.163 ACRES	
LOTTED AREA:		11.810 ACRES
COMMON AREAS:		0.471 ACRES
TOTAL AREA (PHASE 1):		17.909 ACRES

Covenants #677875

STATE OF MONTANA RAVALLI COUNTY Page: 1 of 1
DOCUMENT: 678874 SUBDIVISION
RECORDED: 6/26/2014 12:15:10 PM
Regina Plettenberg, CLERK AND RECORDER
Fee $25.50 By [signature] Deputy

SURVEY BY:
TERRITORIAL - LANDWORKS, INC.
P.O. BOX 3851
MISSOULA, MONTANA 59806 (406)721-0142
T:\1_ACTIVE FILES\2006 PROJECTS\06-1223-ANDERSON\DWG\PLS-PHASE1-REV-8-12-08.DWG

SHEET 1 OF 1
TWIN CREEKS, PHASE 1
AN SUBDIVISION OF RAVALLI COUNTY, MONTANA

DOCUMENT: 811961 DEED OF TRUST
RECORDED: 1/23/2026 9:04:12 AM
Regina Plettenberg, CLERK AND RECORDER
Fee $120.00 By Sarah Miller Deputy

After Recording Return To:
SPRING EQ, LLC
1 WEST ELM ST. SUITE 450
CONSHOHOCKEN, PA 19428-4152
888-978-9978

[Space Above This Line For Recording Data]

DEED OF TRUST
(TRUST INDENTURE UNDER THE SMALL TRACT FINANCING ACT)

KROSCHEL
Loan #: **3000306313**
PIN: **318642**
MIN: **101369830003063139**
MERS Phone: **1-888-679-6377**

THIS DEED OF TRUST is made this **16TH** day of **JANUARY, 2026**, among the Grantor, **LEVI KROSCHEL** (herein "Borrower"), the Trustee, **JASON J. HENDERSON, ATTORNEY MACKOFF KELLOG LAW FIRM** (herein "Trustee"), whose address is **38 2ND AVENUE, EAST DICKINSON, ND 58601**, and the Beneficiary, MERS. MERS is Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for **SPRING EQ, LLC**, its successors and assigns. 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. **SPRING EQ, LLC** (herein "Lender"), is organized and existing under the laws of **DELAWARE**, whose address is **1 WEST ELM ST. SUITE 450, CONSHOHOCKEN, PA 19428-4152**. Lender has appointed MERS as the nominee for Lender for the monetary amounts secured by this Deed of Trust, and attached a MERS Rider to this Deed of Trust, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Deed of Trust.

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **RAVALLI**, State of Montana:
SEE ATTACHED LEGAL DESCRIPTION
which has the address of **3587 TRADING POST LN, STEVENSVILLE, MT 59870-8515** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property."

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated **JANUARY 16, 2026** and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. **$25,000.00**, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **FEBRUARY 1, 2046**; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of

Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower for interest payable on the Note, then to the principal of the Note, and then to amounts under paragraph 2 hereof, if any.

If Lender receives a payment from Borrower for a delinquent periodic payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic payment is outstanding, Lender may apply any payment received from

Borrower to the repayment of the periodic payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more periodic payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or miscellaneous proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has a priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days or as otherwise specified by applicable law from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fee and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Trustee notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender or Trustee shall record a notice of sale in each county in which the property or some part thereof is located, and Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law and after posting on the Property and publication of the notice of sale, Trustee, without demand on Borrower, shall 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or to the clerk or recorder of the county in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. 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.

21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Area of Property. The area of the Property is not more than forty acres.

23. 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 executed and acknowledged by the husband and wife, or by an unmarried person, the undersigned grantors have by separate written waiver, which waiver is incorporated herein 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.

REFERENCE IS HEREBY MADE TO THE RIDER(S) ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☒ Other(s) [specify] MERS RIDER	

3000306313

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

01/16/2026

- BORROWER - LEVI KROSCHEL - DATE -

[Sign Original Only]

State of **MONTANA**

County of **RAVALLI**

This record was acknowledged before me on 1/16/26 by **LEVI KROSCHEL**.

Notary Public

EVERETT HEADLEY
NOTARY PUBLIC for the
STATE OF MONTANA
Residing at Stevensville, Montana
My Commission Expires
12/7/2028

Everett Headley NOTARIAL SEAL STATE OF MONTANA

Individual Loan Originator: **FLOYD LEE FOWLER**, NMLSR ID: **1339613**
Loan Originator Organization: **SERVIS ONE, INC.**, NMLSR ID: **38078**

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

KROSCHEL
Loan #: 3000306313
MIN: 101369830003063139

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **16TH** day of **JANUARY, 2026**, 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 **SPRING EQ, LLC** ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

3587 TRADING POST LN, STEVENSVILLE, MT 59870-8515

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. DEFINITIONS

As used in the Security Instrument, the following terms refer to the following entities:

"Lender" is **SPRING EQ, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DELAWARE**. Lender's address is **1 WEST ELM ST. SUITE 450, CONSHOHOCKEN, PA 19428-4152**. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"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.

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

B. TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the monetary amounts secured, 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.

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 12 of the Security Instrument is amended to read as follows:

12. 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. 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. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or

3000306313

more times without prior notice to Borrower. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. 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. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 17 and the notice of acceleration given to Borrower pursuant to Section 16 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this part.

E. SUBSTITUTE TRUSTEE

Section 21 of the Security Instrument is amended to read as follows:

21. 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.

01/16/2024

- BORROWER - LEVI KROSCHEL - DATE -

Order No.: 2005211256

LEGAL DESCRIPTION
EXHIBIT "A"

The following described property:

SITUATED IN THE COUNTY OF RAVALLI AND STATE OF MONTANA.

LOT 42 OF CORRECTED PLAT OF TWIN CREEKS PHASE 1, SITUATED IN RAVALLI COUNTY, MONTANA, ACCORDING TO THE OFFICIAL RECORDED PLAT THEREOF.

BEING THE SAME PROPERTY CONVEYED TO LEVI KROSCHEL FROM JOHN WALTER AND ASHLEY WALTER AS JOINT TENANTS, DATED 11/12/2020, RECORDED 11/12/2020, DEED INSTRUMENT NO. 751644, COUNTY OF RAVALLI, STATE OF MONTANA.

Assessor's Parcel No: 318642

Twin Creeks Home Owners Association
Covenants Amendments

I am in favor of amending the Twin Creeks HOA Covenants to read as follows:

New Amendment(s):

Section 12. Landscaping: Within six months of the completion or occupancy of any dwelling erected on any lot, whichever occurs first, the owner of such lots shall landscape to prevent erosion. Such landscaping shall not be limited to grass lawns, but shall allow xeriscape and will encourage the cultivation of native trees and plants.

Section 15. Animals and Pets. No animals or fowl, domestic or wild, with the exception of no more than two of each of the following animals including cats, dogs, or household birds, such as canaries, may be kept on any of the properties or in any of the structures thereon, and in no event may any animals or fowl be raised or cared for on a commercial basis, or to become a nuisance or annoyance to the neighbors.* There shall be no Swine (pigs) allowed within the property (Subdivision). Any enclosure temporary or permanent shall be maintained in a manner that is not offensive to other property owners within the Subdivision. The ownership of animals shall not detour from the peaceful enjoyment of others within the development.

***According to the Fair Housing Act, service animals shall not count towards the limit as they are not considered pets. Owners of a service animal(s) shall fill out the Request for Reasonable Accommodation as found on the montanafairhousing.org website. This is to formally recognize each service animal as such to ensure compliance with the covenants and applicable laws and regulations.**

Twin Creeks HOA
PO Box 538
Stevensville MT 59870

1. Patricia Gant
2. [illegible]
3. Debra Skrinseth
4. Kathi Watson
5. Lisa Marie Barlow
6. [illegible]
7. Thomas W. [illegible]
8. Connie McNealy
9. Ann Marie [illegible]
10. [illegible]
11. Elin [illegible]
12. [illegible]
13. Laura Wendlandt
14. [illegible]
15. Jean Moore
16. Heidi Lutter
17. [illegible]
18. Rosemarie K Larson
19. Mona L Betz
20. Jean [illegible]
21. Gladys Parks
22. R Myers
23. [illegible]
24. Daniel [illegible]
25. R. Israel
26. [illegible]
27. [illegible]
28. Shareyah [illegible]

MEGHANN STAAT
NOTARIAL SEAL
STATE OF MONTANA

MEGHANN STAAT
NOTARY PUBLIC for the
State of Montana
Residing at Stevensville, MT
My Commission Expires
September 15, 2023.

STATE OF MONTANA RAVALLI COUNTY Page: 1 of 2
DOCUMENT: 744578 PERMANENT FILE
RECORDED: 6/10/2020 11:54:24 AM
Regina Plettenberg, CLERK AND RECORDER
Fee $5.00 By [illegible] Deputy

Section 6. Topography of Lot. All residential structures shall be situated so the topography of the Lot has positive drainage away from the structure.

Section 7. Fences. All fences and hedges are subject to the approval of the Architectural Control Committee.

Section 8. Trash and Garbage. No trash, garbage or other refuse shall be thrown or dumped on any land within the properties. There shall be no burning of refuse out of doors except as may be approved by the Ravalli County Health Dept. , the Stevensville Rural Fire Department, or the Stevensville City Council. This shall not be construed to prohibit or deny the installation and use of barbeque pits. Each property Owner shall provide suitable receptacles for the temporary storage and collection of refuse by Bitterroot Disposal. All receptacles shall be screened from the public view and protected from disturbance.

Section 9. Temporary Structures and Vehicular Parking. Trucks exceeding one (1) ton capacity, semi-tractors, semi-trailers, heavy construction equipment, unsightly vehicles, and mobile homes (not including RVs) are not permitted on the street or Lots within the subdivision subject to this declaration for more than seventy two (72) hours, unless stored in a garage.

Section 10. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on any Lot. However, an exception is permitted for one (1) small "For Rent" sign or "For Sale" sign per Lot, and for a period of not more than 30 days within a six-month period. For a period of ten (10) years from the date of this Declaration, the Declarant shall be permitted to place signs within the Properties to promote the development of the Properties. As an additional exception, signs pertaining to any political campaign or issue may be placed upon a Lot, but only for a period of thirty (30) days prior to the election to which the sign pertains.

Section 11. Exterior Maintenance. Each Owner of a Lot(s) on which there is a structure shall provide exterior maintenance upon such Lot and structure to include painting and repairing the structure, maintaining any lawn planted at Owner's discretion and the surrounding grounds of any Lot to preclude weeds, underbrush and other unsightly objects to accumulate or remain on the grounds.

Section 12. Seeding and Planting. (a.) Within six (6) months of the completion or occupancy of any dwelling erected on any Lot, whichever occurs first, the Owner of such Lots shall seed, plant and landscape to protect erosion.

Section 13. Vehicles. There shall be no repairing of vehicles on the roads or open Lots within the Properties at any time. Any vehicle repairing shall be done in a garage out of sight of other Properly Owners.

Section 14. Utility Connection Costs. The Owner of each Lot shall pay all utilities and utility connection costs, including those for Television cable.

Section 15. Animals and Pets. No animals or fowl, domestic or wild, with the exception of no more than two of each of the following animals including cats, dogs, or household birds, such as canaries, may be kept on any of the properties or in any of the structures thereon, and in no event may any animals or fowl be raised or cared for on a commercial basis, or to become a nuisance or annoyance to the neighbors. There shall be no Swine (pigs) allowed within the property (Subdivision). Any enclosure temporary or permanent, shall be maintained in a manner that is not offensive to other property owners within the Subdivision. The ownership of animals shall not detour from the peaceful enjoyment of others within the development.

Section 16. Prohibition of Relocated. Moveable or Temporary Structures. No structure of a temporary character such as a mobile home, trailer, modular home, pre-manufactured home, basement, tent, shack,

Ret: Missoula Federal Credit Union
3600 Brooks St.
Missoula, MT 59801

STATE OF MONTANA RAVALLI COUNTY Page: 1 of 12
DOCUMENT: 677875 COVENANTS
RECORDED: 5/21/2014 3:53:10 PM
Regina Plettenberg, CLERK AND RECORDER
Fee $84.00 By Kelly Olen Deputy

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF TWIN CREEKS SUBDIVISION

This Declaration is made this 19 day of May, 2014, by Missoula Federal Credit Union, hereinafter referred to "Declarant", who is the owner in fee simple of real property located in Stevensville, Montana, more particularly described as "Twin Creeks Subdivision."

RECITALS

WHEREAS, Declarant hereby makes, declares and imposes the following limitations, restrictions, regulations and uses upon the real property as restrictive and protective covenants running with the land and binding upon all present and future owners of any part of such real property, and further declares that each lot located within such real property, and any additional property hereinafter made subject to the declarations, are and shall be held, transferred, sold, conveyed and occupied subject to the restrictive and protective covenants, easements, charges and liens set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property.

ARTICLE 1
DEFINITIONS

Section 1. Architectural Control Committee. "Architectural Control Committee" shall mean and refer to a committee comprised of an individual and/or individuals designated by the Declarant, so long as the Declarant owns any Lot in the subdivision, or thereafter owners of Lots within the subdivision appointed by a Majority of the Members of the Homeowners Association having jurisdiction over the enforcement of covenants within the subdivision.

Section 2. Association. "Association" shall mean and refer to the Declarant, until such time as the subdivision has come within the jurisdiction of the Homeowners Association, for purposes of administering and enforcing the covenants hereafter set forth. The Homeowners Association that the Declarant intends to assume jurisdiction over the subdivision is the Twin Creeks Homeowners Association, its successors or assigns.

Within one (1) month after the sale of the last Lot owned by the Declarant in Twin Creeks Subdivision, the responsibility for maintaining, administering and enforcing the covenants, easements, conditions and restrictions, as set forth herein, for Twin Creeks Subdivision shall be assumed by the Twin Creeks Homeowners Association, or its successor entity, if any.

Section 3. Declarant. "Declarant" shall mean Missoula Federal Credit Union, its successors or assigns.

Section 4. Declaration. "Declaration" shall mean this document of Declaration of Covenants, Conditions and Restrictions of Twin Creeks Subdivision, as may be amended from time to time.

Section 5. Lot. "Lot" shall mean and refer to any division of land shown upon any recorded subdivision map of the Properties that shall be used in accordance with applicable zoning by the Town of Stevensville.

Section 6. Manager. "Manager" shall mean any duly authorized property manager employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

Section 7. Owner and Member. "Owner" and "Member" shall mean and refer to every person or entity that is a recorded owner of a fee, or undivided fee interest in any Lot, which is subject to Covenants of record to assessment by the Association. Record Owners who have sold any Lot under a recorded contract shall not be considered Owners, while the purchaser of any Lot, which is a part of the Properties, under a recorded contract, shall be considered the Owner for all purposes herein. Persons or entities having an interest in any Lot merely as security for the performance of an obligation are hereby excluded.

Section 8. Person. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or combination thereof.

Section 9. Properties. "Properties" shall mean and refer to those Properties described herein as Twin Creeks Subdivision.

Section 10. Subdivision. "Subdivision" shall mean the properties contained within the Twin Creeks Subdivision area as noted on the plat filed in the Office of the County Clerk and Recorder, Ravalli County, Montana.

Section 11. Common Property. "Common Property" shall mean Park 1, Park 2, Park 3, Park 4, Park 5, and the flood deterrence berms within Twin Creeks Subdivision.

Section 12. Park Maintenance. "Park Maintenance" shall mean mowing, weed control, installation and regular upkeep of irrigation system(s), installation and regular upkeep of recreational improvements such as play areas or benches, trail maintenance, and maintenance and/or reconstruction of the flood deterrence berms. The flood deterrence berms are imperative to help prevent flooding of the Properties. If any concerns arise about the integrity of the berms within the Twin Creeks Subdivision, the Home Owners Association should consult appropriate professionals such as a professional engineer.

ARTICLE 2
HOMEOWNERS ASSOCIATION

Until such time as Declarant sells Lots, Declarant shall act as the Homeowners Association known as Twin Creeks Homeowners Association. At such time as Lots are sold, Declarant, together with other property owners, shall act as the Homeowners Association. It is Declarant's intention that, within one (1) month after Declarant sells its last Lot in Twin Creeks Subdivision, the responsibility for maintaining, administering and enforcing the covenants, easements, conditions and restrictions set forth herein shall be assumed by the Twin Creeks Homeowners Association, or its successor entity, if any. The term Homeowners Association, as used throughout the covenants, shall refer to Declarant, Declarant and other property owners, or the Twin Creeks Homeowners Association, as may from time to time be applicable.

It shall be the responsibility of the Homeowners Association to:

a) Maintain the parks within the Twin Creeks Subdivision in accordance with the Park Maintenance as defined in Article 1.

b) Assess owners for all costs associated with common property including the maintenance of the parks and flood deterrence berms within the Twin Creeks Subdivision.

ARTICLE 3
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this declaration is located in Stevensville, Montana, and is more particularly described as Twin Creeks Subdivision.

Section 2. Additional Property. At any time during the term of these covenants, and without any requirement of consent by Owners then existing, Declarant shall have the exclusive right, at its option, to subject additional property to this declaration.

Section 3. Common Property: Common Property is to be held by the Twin Creeks Home Owners Association in perpetuity unless otherwise terminated by the Stevensville City Council in writing and supported by written findings of fact.

ARTICLE 4
MEMBERSHIP & VOTING RIGHTS

Section 1. Membership. Every person or entity who is an Owner of record of a fee, or undivided fee, interest in any Lot shall be a member of the Homeowners Association; excepting, however, any person or entity who has sold or is selling any such Lot under a contract shall not qualify as a member. Every person or entity purchasing any such Lot under a contract shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot that is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Acceptance of a deed, notice of purchasers' interest or documentation evidencing an ownership interest in a Lot shall be deemed to be consent to membership in the Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document be the receiver of the interest transferred. This Declaration is binding on any person having an interest in a parcel that is subject to this agreement.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any covenants set forth in this document or any rules or regulations adopted by a majority of the members of the Association.

Section 3. Voting Rights. The Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall not be more than one (1) vote be cast with respect to any Lot except Declarant owned lots which have three (3) votes per lot.

Section 4. Procedures. The procedure concerning meetings, voting, quorums, and administration of the Association shall be established by its members electing a President, Vice President, Secretary and Treasure.

ADMINISTRATION

Meetings. The owners may conduct an annual meeting and special meetings to discuss operation and maintenance of the parks and flood deterrence berms and conduct other business as appropriate.

Decision-Making with Petition. Any owner may initiate a petition for amendment of this agreement, repair/maintenance of the parks, and flood deterrence berms or general administration of this agreement as described below.

a) *Owner Notification* of *Petition.* The owner(s) that initiates the petition shall notify, in writing, *each* of the other owners of the proposal.
b) *Content* of *Petition.* The petition shall be in writing and include each of the following:
   1) A description of the proposal,
   2) Cost estimates if work is to be performed,
   3) A request for a written response indicating their approval of, or opposition to, the petition within at least fourteen (14) days for a response.
   4) A statement that if no response is received within the allowed timeframe, it is assumed that the owner is in favor of the petition and can be counted as a vote of approval, and
   5) Other information as appropriate.
c) *Voting.* Each tract of land shall entitle the owner to one (1) vote regarding the decision at hand. Multiple owners of one (1) tract shall be entitled to one (1) vote. A person owning multiple tracts shall be entitled to one (1) vote per tract. Each decision shall be approved by a majority vote of all owners.
d) *Owner Notification* of *Petition Results.* The owner(s) that initiates the petition shall notify, in writing, each of the other owners the results of the petition.
e) *Implementation* of *Petition.* If the majority of the owners approve of the petition, any owner may implement the decision.

Decision-Making At Meeting. Any owner may call a meeting for amendment of this agreement, repair/maintenance of the parks, repair/maintenance of the flood deterrence berms, or general administration of this agreement as described below.

a) *Owner Notification* of *Meeting.* The owner(s) that calls a meeting shall notify, in writing all of the other owners, not less than 14 days or more than 30 days in advance of the meeting.
b) *Content* of *Notice.* The notice shall be in writing and include each of the following:
   1) The date and time of the meeting,
   2) The location of the meeting, and
   3) The general purpose of the meeting.
c) *Quorum.* A Majority (51%) of the members shall constitute a quorum for decision-making.
d) *Voting.* Each tract of land shall entitle the owner to one (1) vote regarding the decision at hand. Multiple owners of one (1) tract shall be entitled to one (1) vote. A person owning multiple tracts shall be entitled to one (1) vote per tract. Each decision shall be approved by a majority vote of all owners. An owner may vote by proxy.
e) *Owner Notification* of *Decision.* The owner(s) that initiates the meeting shall notify, in writing, all of the other owners the results of the meeting.
f) *Implementation* of *Petition.* If the majority of the owners approve of the action, any owner may implement the decision.

ARTICLE 5
ASSESSMENTS

Section 1. <u>Purpose of Assessments.</u> The assessments levied by the Association (i.e. park maintenance, flood deterrence berm maintenance, etc.) shall be used exclusively for the purpose for which they were levied and for the health, safety and welfare of the residents of the Properties, and in particular for the administration and enforcement of the covenants set forth in this document and any rules or regulations set by a Majority of the Association Members.

Section 2. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, monthly or as needed basis. However, where one owner is utilizing more than one (1) Lot as a single home site, and has commenced construction of a residence thereon, the Association may, at its discretion, elect to treat such Owner the same as a single Lot Owner for assessment purposes. Assessments may be based on a flat rate or on a cost basis for usage.

Section 3. Types of Assessments. The assessments levied by the Association shall be utilized to provide funds consistent with the purposes of the Association. The Association may include, but not be limited to, the following:

a) Annual Assessment. An annual assessment for administration of the Association, including, but not limited to maintenance costs associated with any common property, liability insurance, other normal expenses and to provide funds for such other purposes as the Majority of the Members of the Association may find necessary and consistent with the purposes of the Association. No compensation for service shall be paid to members of the Association and/or the Architectural Control Committee. Reimbursement for actual costs incurred may be paid if deemed appropriate by a Majority of the Members of the Association.

b) Capital Improvement Assessments. The Association may levy in any year a special assessment for the purpose of defraying in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. The special assessment may include new irrigation systems, park infrastructure, or other improvements to the common property within the Subdivision. However, no assessment shall be levied which has not been approved by the affirmative vote of the Majority (51%) of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such special assessment. No such assessment shall be established to cover a period in excess of five (5) years.

c) Emergency Assessments. The members of the Association are authorized to levy in any assessment year an emergency assessment. Additional emergency assessments require the approval of a majority of votes of the Members of the Association who are voting in person or by proxy at a meeting duly called to consider such additional emergency assessment. Emergency assessments shall be levied only to meet cost and expenses precipitated by an emergency causing damage or a change of condition that must be remedied promptly to insure a safe and adequate continuation facilities or services. If any portion of the flood deterrence berm is damaged an emergency assessment shall be levied within 30 days of the event that produced the damage to ensure the damaged portion of the berm is remedied.

d) Legal Reserve and Compliance Assessments. In addition to the assessments herein provided, the Majority of the members of the Association may elect to levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be interpreted to preclude the majority of members of the Association from utilizing other funds for compliance purposes.

Section 4. Payment of Assessments. The assessments provided for herein shall be completed on a yearly basis, commencing on the 1st day of January each year and terminating on the 31st day of December of the same year. The assessment for any year shall become due and payable monthly, quarterly, annually and/or in advance, at the discretion of the majority_of the members of the Association.

The officers of the Association shall fix the amount of the assessment against each residential structure and/or Lot for each assessment period of at least thirty (30)days in advance of the due date specified herein and shall at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Secretary/Treasure of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The amount of the assessment that may be levied on any residential structure shall be prorated in proportion to the total assessment for the entire year.

Section 5. Effect of Non-Payment of Assessment. If the assessments are not paid by midnight on the date when due, then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the residential structure and/or Lot which shall run with the land. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the then Owner to pay any assessment or interest shall not be affected by any conveyance or transfer of title to said Lot. The Association may bring an action of Law against the Owner obligated to pay the same and/or Lot, and there shall be added to the amount of such assessment their costs of collecting the same for foreclosing the lien thereof, including reasonable attorney's fees.

a) *Liens.* Any unpaid assessment together with interest thereon and the costs of collection shall be a charge on the land and shall become a continuing lien on the property against which each assessment is made. This lien shall be subordinate to the lien of any first mortgage. The owner(s) who enters into a contract for the authorized work and/or the contractor completing the authorized work is entitled to a construction lien by following the procedure as outlined in Title 71, Chapter 3, Part 5, MCA

b) *Personal Obligations.* Each such assessment, together with interest, collection costs, and reasonable attorney's fees, shall be the personal obligation of the person(s) who was the owner of such property at the time when the assessment fell due. No owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his property, or conveyance or transfer of title to the property. This personal obligation shall not pass to a successor in title unless the obligation is expressly assumed by the successor in title.

Section 6. Required Assessments. The Home Owners Association is responsible for liability insurance, local taxes, and the maintenance of any Common Property. The Home Owners Association shall assess property owners for all costs associated with the Common Property in accordance with this Article VII, Section 3(a) Annual Assessments.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessment created herein:

a) All properties dedicated to and accepted by a public authority or agency.
b) All properties owned by a charitable organization exempt from taxation by the laws of the State of Montana. However, no land or improvements owned by a charitable organization and devoted to residential use shall be exempt from said assessments.

ARTICLE 6
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Construction Plans. No site clearing shall be commenced, no building or other structure shall be started, constructed, installed, erected or maintained on any Lot, nor shall any addition thereto or change in alteration therein, including exterior surface finish or other appearance changes, be made until the complete plans and specifications for each development, addition, change or alteration thereof have been submitted to and approved in writing by the Architectural Control Committee. Said plans and specifications shall include but not be limited to the following; site clearance, the designs, dimension, location and principal materials, colors and color schemes to be used, as well as a full description of all fences, lighting, off-street parking, ponds or other water retaining structure, and landscaping planned in connection with the construction. The Architectural Control Committee reserves the right to require reasonable fees to be paid with the filing of the plans and specifications and the issuance of building approvals. Any undertaking that is approved under this section shall be concluded in strict accordance with the approved plans and specifications. Approvals and/or disapprovals may be based on engineering, architectural, or aesthetic grounds.

Section 2. Appointment of Architectural Committee. To fulfill the assurances given by the Declarant to the various governmental agencies and authorities for approval of the subdivision, Declarant has a vested interest in ensuring that the quality of the development in the area continues as planned. Accordingly, until such time as Declarant has sold a Lot in the subdivision, Declarant shall constitute the Architectural Control Committee. When Lots are sold in the subdivision, but the Declarant continues to own one (1) or more Lots, the Homeowners Association shall appoint to the Architectural Control Committee such representatives as requested by Declarant. At such time as Declarant no longer holds an ownership interest in any Lot in the subdivision, covered by this declaration, the Association's Members will select from the existing homeowners three (3) persons to serve on the Architectural Control Committee.

Section 3. Stevensville Building Permit Requirements. The Town of Stevensville has ultimate jurisdiction over construction of residences within this subdivision. Homeowner's shall contact the Town of Stevensville Building Inspector to inquire about their building permitting requirements. All residential structures shall be designed and built to meet International Residential Code and the Stevensville Development Code. The Architectural Control Committee shall not make changes to building plans that have received approval by the Town of Stevensville.

ARTICLE 7
GENERAL RESTRICTIONS AND COVENANTS

Section 1. General Purposes. These Covenants are made for the purposes of creating and keeping the premises, insofar as is possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against an unnecessary interference with the value and beauty of the property; all for the mutual benefit and protection of the Owners of Lots within the property.

Section 2. Construction. The Town of Stevensville has jurisdiction over construction of residences within this subdivision. Homeowner's shall contact the Town of Stevensville Building Inspector to inquire about their building permitting requirements. Homes under construction are considered to be in a construction zone until a Certificate of Occupancy is given be the Town of Stevensville.

Section 3. Basements. Homes shall not be constructed to include basements due to high groundwater conditions present on-site. Homes constructed with crawl spaces shall include provisions for mitigating high groundwater conditions. It is recommended that homes are constructed with slab-on-grade construction methods. Sump pumps and other such measures to reduce high groundwater will not be allowed and cannot be connected to the Town of Stevensville sewer system.

Section 4. Flooding. This subdivision is located within an area of potential flooding from Burnt Fork Creek. Homes shall be constructed with finished floor elevations 2' above the sidewalk elevation adjacent to their driveway. Garages should be constructed with appropriate flood vents as recommended by the Federal Emergency Management Agency.

Section 5. Building Roof Drainage. All building roof drainage shall be controlled by Owner to the extent such drainage shall not pass beyond a perimeter located fifteen feet (15') from the foundation of any structure.

Section 6. Topography of Lot. All residential structures shall be situated so the topography of the Lot has positive drainage away from the structure.

Section 7. Fences. All fences and hedges are subject to the approval of the Architectural Control Committee.

Section 8. Trash and Garbage. No trash, garbage or other refuse shall be thrown or dumped on any land within the properties. There shall be no burning of refuse out of doors except as may be approved by the Ravalli County Health Dept. , the Stevensville Rural Fire Department, or the Stevensville City Council. This shall not be construed to prohibit or deny the installation and use of barbeque pits. Each property Owner shall provide suitable receptacles for the temporary storage and collection of refuse by Bitterroot Disposal. All receptacles shall be screened from the public view and protected from disturbance.

Section 9. Temporary Structures and Vehicular Parking. Trucks exceeding one (1) ton capacity, semi-tractors, semi-trailers, heavy construction equipment, unsightly vehicles, and mobile homes (not including RVs) are not permitted on the street or Lots within the subdivision subject to this declaration for more than seventy two (72) hours, unless stored in a garage.

Section 10. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on any Lot. However, an exception is permitted for one (1) small "For Rent" sign or "For Sale" sign per Lot, and for a period of not more than 30 days within a six-month period. For a period of ten (10) years from the date of this Declaration, the Declarant shall be permitted to place signs within the Properties to promote the development of the Properties. As an additional exception, signs pertaining to any political campaign or issue may be placed upon a Lot, but only for a period of thirty (30) days prior to the election to which the sign pertains.

Section 11. Exterior Maintenance. Each Owner of a Lot(s) on which there is a structure shall provide exterior maintenance upon such Lot and structure to include painting and repairing the structure, maintaining any lawn planted at Owner's discretion and the surrounding grounds of any Lot to preclude weeds, underbrush and other unsightly objects to accumulate or remain on the grounds.

Section 12. Seeding and Planting. (a.) Within six (6) months of the completion or occupancy of any dwelling erected on any Lot, whichever occurs first, the Owner of such Lots shall seed, plant and landscape to protect erosion.

Section 13. Vehicles. There shall be no repairing of vehicles on the roads or open Lots within the Properties at any time. Any vehicle repairing shall be done in a garage out of sight of other Properly Owners.

Section 14. Utility Connection Costs. The Owner of each Lot shall pay all utilities and utility connection costs, including those for Television cable.

Section 15. Animals and Pets. No animals or fowl, domestic or wild, with the exception of no more than two of each of the following animals including cats, dogs, or household birds, such as canaries, may be kept on any of the properties or in any of the structures thereon, and in no event may any animals or fowl be raised or cared for on a commercial basis, or to become a nuisance or annoyance to the neighbors. There shall be no Swine (pigs) allowed within the property (Subdivision). Any enclosure temporary or permanent, shall be maintained in a manner that is not offensive to other property owners within the Subdivision. The ownership of animals shall not detour from the peaceful enjoyment of others within the development.

Section 16. Prohibition of Relocated. Moveable or Temporary Structures. No structure of a temporary character such as a mobile home, trailer, modular home, pre-manufactured home, basement, tent, shack,

garage, or other building shall be used at any time as a residence other than an RV while construction is underway for the permanent residence.

Section 17. Propane Tanks. Propane tanks shall be screened from view or placed on Lot in such a manner that they cannot be viewed from the street or by a neighbor.

Section 18. Firearms. The discharging of firearms or hunting on any Lot is strictly forbidden.

Section 19. Mining. No mining or mineral removal activity, including the removal of gravel or sand except for landscaping purposes shall be permitted on any Lot or roadway within the subdivision.

Section 20. Utilities, Wiring and Antennas. All utility service shall be located underground. Television or satellite monitoring devices located upon said premises are to be located so as to be as inconspicuous as possible. Television signal reception dishes may be located on the premises in locations to be as inconspicuous as possible.

Section 21. Construction. All construction on or within the Properties shall be diligently completed and shall in any event be completed within eighteen (18) months after commencement unless the Association gives specific written extension. No construction shall at any time obstruct or interfere with pedestrian or vehicular traffic on Cimarron Lane, Zachary Lane, Cameron Lane, Emmalie Lane, Ashley Lane, Dylan Lane, Alex Lane, Chatatoes Lane, Tyler Lane, or Middle Burnt Fork Road.

Section 22. Approval by Declarant. The approval by the Declarant provided for herein may be given by the Declarant, its duly authorized agent and successors or assigns or a committee appointed by the Declarant until the authority to give such approval shall be transferred by the Declarant, its successors, or assigns to the Association.

Section 23. Living with Wildlife. Homeowners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, livestock feed, and other potential attractants. Homeowners must be aware of potential problems associated with the occasional presence of wildlife such as deer, black bear, mountain lion, coyote, fox, skunk, and magpie. Please contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, MT 59804) for brochures that can help homeowners "live with wildlife." Alternatively, see the Education portion of FWP's web site at www.fwp.mt.gov.

The following covenants are designed to help minimize problems that homeowners could have with wildlife, as well as helping homeowners protect themselves, their property and the wildlife that Montanans value.

- Homeowners must be aware of the potential for vegetation damage by wildlife, particularly from deer feeding on green lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Homeowners should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. Also, consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.
- Gardens and fruit trees can attract wildlife such as deer and bears. Keep produce and fruit picked and off the ground, because ripe or rotting vegetable material can attract bears and skunks. To help keep wildlife such as deer out of gardens, fences should be 8 feet or taller. Netting over gardens can deter birds from eating berries.
- Garbage should be stored in secure animal-resistant containers or indoors to avoid attracting animals such as bears, raccoons, and other wildlife. It is best not to set garbage cans out until the morning of garbage pickup.
- Do not feed wildlife or offer supplements (such as salt blocks), attractants, or bait for 'deer or other wildlife. Feeding wildlife results in unnatural concentrations of animals that could lead to

overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (MCA 87-3-130) to provide supplemental feed attractants if it results in a "concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety." Also, homeowners should be aware that deer might occasionally attract mountain lions to the area.

- Birdseed can attract bears. If used, bird feeders should: 1) be suspended a minimum of 20 feet above ground level, 2) be at least 4 feet from any support poles or points, and 3) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.
- Pets should be confined to the house, in a fenced yard, or in an outdoor kennel area, and not be allowed to roam as they can chase and kill big game and small birds and mammals. Under current state law it is illegal for dogs to chase hooved game animals and the owner may also be held guilty (MCA 87-3-124).
- Pet food and livestock feed should be stored indoors or in animal-resistant containers in order to avoid attracting wildlife such as bears, skunks, raccoons, etc. When feeding pets or livestock do not leave food out overnight. Consider feeding pets indoors so that wild animals do not learn to associate food with your home.
- Barbecue grills should be stored indoors. Keep all portions of the barbecues clean. Food spills and smells on the grill, lid, etc. can all attract bears and other wildlife.
- Consider boundary fencing that is no higher than 3 1/2 feet (at the top rail or wire) and no lower than 18 inches (at the bottom rail or wire) in order to facilitate wildlife movement and help avoid animals such as deer becoming entangled in the fence or injuring themselves when trying to jump the fence.
- Compost piles could attract skunks and bears. If used they should be kept indoors or built to be wildlife-resistant. Compost plies should be limited to grass, leaves, and garden clippings, and plies should be turned regularly. Adding lime can reduce smells and help decomposition. Do not add food scraps. (Kitchen scraps could be composted indoors in a worm box with minimum odor and the finished compost can later be added to garden soil)
- Apiaries (bee hives) could attract bears in this area. (if used, consult Montana Fish, Wildlife, and Parks or the U.S. Fish and Wildlife Service for help in planning and constructing an apiary system that will help deter bears.)

These wildlife covenants cannot be altered or eliminated without consent of the governing body (Ravalli County Commissioners).

Section 24. <u>Robertson Creek Unregulated Floodplain and South Swamp Creek Unregulated Floodplain.</u> The finished floor of any habitable structure within Twin Creeks Subdivision shall be built with a finished floor elevation at least two feet higher than the top back of curb as measured from the middle of the front lot line of each lot. Garage elevations shall be at least one foot above the top back of curb as measured from the middle of the front lot line of each lot. For further floodplain information regarding this Subdivision reference the "Notifications To Future Property Owners Twin Creeks Subdivision" document.

Section 25. <u>Primary heat Source.</u> The primary heat source for the newly constructed residences in this subdivision shall be at least 75% efficient.

Section 26. <u>Lighting for New Construction.</u> Full cut-off lighting shall be required for any new construction within this subdivision. A full cut-off fixture means fixtures, as installed, that are designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane through the lowest point on the fixture where light is emitted. The source of light is fully shielded, top and sides, so as not to emit light upwards or sideways, bout only allowing light to shine down towards the subject that is to be lighted. Spotlighting of flag poles shall be permitted.

Section 27. Weed Control. Lot owners shall control the growth of noxious weeds on their respective lot(s). The Owner of each Lot shall be responsible for the control of noxious weeds and vegetation thereon. In the event he fails to provide such control, the Association is authorized to enter the Lot and provide such control; at the expense of the Owner of the Lot concerned.

Section 28. Radon Exposure. The owners understands and accepts the potential health risk from radon concentrations, which are presently undetermined at this location. Unacceptable levels of radon can be reduced through building design and abatement techniques incorporated into structures.

ARTICLE 8
TERM OF DECLARATION

The provisions of this Declaration shall be only for Article IX, and shall be binding for a term of ten (10) years from the date of this Declaration, after which time the Declaration shall automatically be extended for successive periods of five (5) years each unless there shall be recorded an instrument signed by all the Owners of the Lots who agree to terminate these Covenants.

The perpetual easements, rights, reservations and restrictions contained herein affecting the responsibilities of the Home Owners Association in Article II, shall not be subject to a said term of years and may not be terminated by the Owners.

ARTICLE 9
WAIVER ALTERATION, ABANDONMENT, TERMINATION, OR AMENDMENT

This Declaration may be waived, altered, abandoned, terminated or amended by an instrument signed by seventy-five percent (75%) of the Owners of Lots of the Properties subject to this declaration; provided, however, that any such waiver, alterations, abandonment, termination or amendment which shall affect the water and sewage systems must first be approved by the Montana Department of Environmental Quality, the Montana Public Service Commission and the Declarant.

The right to waive, alter, abandon, terminate or amend certain provisions in this Declaration has been restricted or eliminated not withstanding any provision contained in this Article.

Written Governing Body approval shall be required for amendments to provisions of the covenants that were required to be included as a condition of subdivision approval. These include, but are not limited to, the following:

Article 1 - "Definitions", Sections 11 and 12.
Article 2 - "Home Owners Association"
Article 3 - "Property Subject to This Declaration", Sections 1 and 3.
Article 4 - "Membership & Voting Rights", Section 1, 3 and 4.
Article 5 - "Assessments", Sections 3(a), 5 and 6
Article 7 - "General Restrictions and Covenants", Sections 21 through 27

ARTICLE 10
ENFORCEMENT

The Declarant or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter by the Declarant.

The Association or any Owner of Properties within this subdivision may enforce any Covenant or restriction herein contained and shall not be deemed a waiver or the right to do so thereafter. If any person entitled to do so shall bring legal action to enforce any provision of this agreement, the prevailing party to such action shall be entitled to recover from the other, in addition to any other damages or injunctive relief, reasonable attorney's fees and costs of the action.

ARTICLE 11
SEVER ABILITY

Invalidation of any of these Covenants or restrictions by judgment or court order shall in no way affect the remaining provisions, which shall remain in full force and effect, and in particular the invalidation of any separate paragraph of the provisions relating to building restrictions shall in no way affect the enforceability of any other paragraph.

ARTICLE 12
LIABILITY OF THE DECLARANT

The Declarant shall have no liability for any of its actions or failures to act, or for any actions or failures to act of the Association or any Owners of the property within the Properties. The relationship between the Declarant, the Association and the property Owners shall be deemed to be that of independent contractors, and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant may expressly assume herein.

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

MISSOULA FEDERAL CREDIT UNION

By: Linda J Mayfield, Its SVP   Date: 5/19/2014

STATE OF Montana }
:ss
County of Missoula }

This instrument was acknowledged before me May 19, 2014, a Notary Public, by Linda J Mayfield.

Colleen Murphy
Notary Public for the State of Montana
Residing at Missoula
My commission expires 8/20/2014

- SEAL -

COLLEEN MURPHY
NOTARIAL SEAL
STATE OF MONTANA

COLLEEN MURPHY
NOTARY PUBLIC for the
State of Montana
Residing at Missoula, Montana
My Commission Expires
August 20, 2014

Ret: Missoula Federal Credit Union
3600 Brooks St.
Missoula, MT 59801

STATE OF MONTANA RAVALLI COUNTY Page: 1 of 12
DOCUMENT: 677875 COVENANTS
RECORDED: 5/21/2014 3:53:10 PM
Regina Plettenberg, CLERK AND RECORDER
Fee $84.00 By Kelly Olsen Deputy

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF TWIN CREEKS SUBDIVISION

This Declaration is made this 19 day of May, 2014, by Missoula Federal Credit Union, hereinafter referred to "Declarant", who is the owner in fee simple of real property located in Stevensville, Montana, more particularly described as "Twin Creeks Subdivision."

RECITALS

WHEREAS, Declarant hereby makes, declares and imposes the following limitations, restrictions, regulations and uses upon the real property as restrictive and protective covenants running with the land and binding upon all present and future owners of any part of such real property, and further declares that each lot located within such real property, and any additional property hereinafter made subject to the declarations, are and shall be held, transferred, sold, conveyed and occupied subject to the restrictive and protective covenants, easements, charges and liens set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property.

ARTICLE 1
DEFINITIONS

Section 1. Architectural Control Committee. "Architectural Control Committee" shall mean and refer to a committee comprised of an individual and/or individuals designated by the Declarant, so long as the Declarant owns any Lot in the subdivision, or thereafter owners of Lots within the subdivision appointed by a Majority of the Members of the Homeowners Association having jurisdiction over the enforcement of covenants within the subdivision.

Section 2. Association. "Association" shall mean and refer to the Declarant, until such time as the subdivision has come within the jurisdiction of the Homeowners Association, for purposes of administering and enforcing the covenants hereafter set forth. The Homeowners Association that the Declarant intends to assume jurisdiction over the subdivision is the Twin Creeks Homeowners Association, its successors or assigns.

Within one (1) month after the sale of the last Lot owned by the Declarant in Twin Creeks Subdivision, the responsibility for maintaining, administering and enforcing the covenants, easements, conditions and restrictions, as set forth herein, for Twin Creeks Subdivision shall be assumed by the Twin Creeks Homeowners Association, or its successor entity, if any.

Section 3. Declarant. "Declarant" shall mean Missoula Federal Credit Union, its successors or assigns.

Section 4. Declaration. "Declaration" shall mean this document of Declaration of Covenants, Conditions and Restrictions of Twin Creeks Subdivision, as may be amended from time to time.

Section 5. Lot. "Lot" shall mean and refer to any division of land shown upon any recorded subdivision map of the Properties that shall be used in accordance with applicable zoning by the Town of Stevensville.

Section 6. Manager. "Manager" shall mean any duly authorized property manager employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

Section 7. Owner and Member. "Owner" and "Member" shall mean and refer to every person or entity that is a recorded owner of a fee, or undivided fee interest in any Lot, which is subject to Covenants of record to assessment by the Association. Record Owners who have sold any Lot under a recorded contract shall not be considered Owners, while the purchaser of any Lot, which is a part of the Properties, under a recorded contract, shall be considered the Owner for all purposes herein. Persons or entities having an interest in any Lot merely as security for the performance of an obligation are hereby excluded.

Section 8. Person. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or combination thereof.

Section 9. Properties. "Properties" shall mean and refer to those Properties described herein as Twin Creeks Subdivision.

Section 10. Subdivision. "Subdivision" shall mean the properties contained within the Twin Creeks Subdivision area as noted on the plat filed in the Office of the County Clerk and Recorder, Ravalli County, Montana.

Section 11. Common Property. "Common Property" shall mean Park 1, Park 2, Park 3, Park 4, Park 5, and the flood deterrence berms within Twin Creeks Subdivision.

Section 12. Park Maintenance. "Park Maintenance" shall mean mowing, weed control, installation and regular upkeep of irrigation system(s), installation and regular upkeep of recreational improvements such as play areas or benches, trail maintenance, and maintenance and/or reconstruction of the flood deterrence berms. The flood deterrence berms are imperative to help prevent flooding of the Properties. If any concerns arise about the integrity of the berms within the Twin Creeks Subdivision, the Home Owners Association should consult appropriate professionals such as a professional engineer.

ARTICLE 2
HOMEOWNERS ASSOCIATION

Until such time as Declarant sells Lots, Declarant shall act as the Homeowners Association known as Twin Creeks Homeowners Association. At such time as Lots are sold, Declarant, together with other property owners, shall act as the Homeowners Association. It is Declarant's intention that, within one (1) month after Declarant sells its last Lot in Twin Creeks Subdivision, the responsibility for maintaining, administering and enforcing the covenants, easements, conditions and restrictions set forth herein shall be assumed by the Twin Creeks Homeowners Association, or its successor entity, if any. The term Homeowners Association, as used throughout the covenants, shall refer to Declarant, Declarant and other property owners, or the Twin Creeks Homeowners Association, as may from time to time be applicable.

It shall be the responsibility of the Homeowners Association to:

a) Maintain the parks within the Twin Creeks Subdivision in accordance with the Park Maintenance as defined in Article 1.

b) Assess owners for all costs associated with common property including the maintenance of the parks and flood deterrence berms within the Twin Creeks Subdivision.

ARTICLE 3
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this declaration is located in Stevensville, Montana, and is more particularly described as Twin Creeks Subdivision.

Section 2. Additional Property. At any time during the term of these covenants, and without any requirement of consent by Owners then existing, Declarant shall have the exclusive right, at its option, to subject additional property to this declaration.

Section 3. Common Property: Common Property is to be held by the Twin Creeks Home Owners Association in perpetuity unless otherwise terminated by the Stevensville City Council in writing and supported by written findings of fact.

ARTICLE 4
MEMBERSHIP & VOTING RIGHTS

Section 1. Membership. Every person or entity who is an Owner of record of a fee, or undivided fee, interest in any Lot shall be a member of the Homeowners Association; excepting, however, any person or entity who has sold or is selling any such Lot under a contract shall not qualify as a member. Every person or entity purchasing any such Lot under a contract shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot that is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Acceptance of a deed, notice of purchasers' interest or documentation evidencing an ownership interest in a Lot shall be deemed to be consent to membership in the Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document be the receiver of the interest transferred. This Declaration is binding on any person having an interest in a parcel that is subject to this agreement.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any covenants set forth in this document or any rules or regulations adopted by a majority of the members of the Association.

Section 3. Voting Rights. The Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall not be more than one (1) vote be cast with respect to any Lot except Declarant owned lots which have three (3) votes per lot.

Section 4. Procedures. The procedure concerning meetings, voting, quorums, and administration of the Association shall be established by its members electing a President, Vice President, Secretary and Treasure.

ADMINISTRATION

Meetings. The owners may conduct an annual meeting and special meetings to discuss operation and maintenance of the parks and flood deterrence berms and conduct other business as appropriate.

Decision-Making with Petition. Any owner may initiate a petition for amendment of this agreement, repair/maintenance of the parks, and flood deterrence berms or general administration of this agreement as described below.

a) *Owner Notification* of *Petition.* The owner(s) that initiates the petition shall notify, in writing, *each* of the other owners of the proposal.
b) *Content* of *Petition.* The petition shall be in writing and include each of the following:
   1) A description of the proposal,
   2) Cost estimates if work is to be performed,
   3) A request for a written response indicating their approval of, or opposition to, the petition within at least fourteen (14) days for a response.
   4) A statement that if no response is received within the allowed timeframe, it is assumed that the owner is in favor of the petition and can be counted as a vote of approval, and
   5) Other information as appropriate.
c) *Voting.* Each tract of land shall entitle the owner to one (1) vote regarding the decision at hand. Multiple owners of one (1) tract shall be entitled to one (1) vote. A person owning multiple tracts shall be entitled to one (1) vote per tract. Each decision shall be approved by a majority vote of all owners.
d) *Owner Notification* of *Petition Results.* The owner(s) that initiates the petition shall notify, in writing, each of the other owners the results of the petition.
e) *Implementation* of *Petition.* If the majority of the owners approve of the petition, any owner may implement the decision.

Decision-Making At Meeting. Any owner may call a meeting for amendment of this agreement, repair/maintenance of the parks, repair/maintenance of the flood deterrence berms, or general administration of this agreement as described below.

a) *Owner Notification* of *Meeting.* The owner(s) that calls a meeting shall notify, in writing all of the other owners, not less than 14 days or more than 30 days in advance of the meeting.
b) *Content* of *Notice.* The notice shall be in writing and include each of the following:
   1) The date and time of the meeting,
   2) The location of the meeting, and
   3) The general purpose of the meeting.
c) *Quorum.* A Majority (51%) of the members shall constitute a quorum for decision-making.
d) *Voting.* Each tract of land shall entitle the owner to one (1) vote regarding the decision at hand. Multiple owners of one (1) tract shall be entitled to one (1) vote. A person owning multiple tracts shall be entitled to one (1) vote per tract. Each decision shall be approved by a majority vote of all owners. An owner may vote by proxy.
e) *Owner Notification* of *Decision.* The owner(s) that initiates the meeting shall notify, in writing, all of the other owners the results of the meeting.
f) *Implementation* of *Petition.* If the majority of the owners approve of the action, any owner may implement the decision.

ARTICLE 5
ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association (i.e. park maintenance, flood deterrence berm maintenance, etc.) shall be used exclusively for the purpose for which they were levied and for the health, safety and welfare of the residents of the Properties, and in particular for the administration and enforcement of the covenants set forth in this document and any rules or regulations set by a Majority of the Association Members.

Section 2. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, monthly or as needed basis. However, where one owner is utilizing more than one (1) Lot as a single home site, and has commenced construction of a residence thereon, the Association may, at its discretion, elect to treat such Owner the same as a single Lot Owner for assessment purposes. Assessments may be based on a flat rate or on a cost basis for usage.

Section 3. Types of Assessments. The assessments levied by the Association shall be utilized to provide funds consistent with the purposes of the Association. The Association may include, but not be limited to, the following:

a) Annual Assessment. An annual assessment for administration of the Association, including, but not limited to maintenance costs associated with any common property, liability insurance, other normal expenses and to provide funds for such other purposes as the Majority of the Members of the Association may find necessary and consistent with the purposes of the Association. No compensation for service shall be paid to members of the Association and/or the Architectural Control Committee. Reimbursement for actual costs incurred may be paid if deemed appropriate by a Majority of the Members of the Association.

b) Capital Improvement Assessments. The Association may levy in any year a special assessment for the purpose of defraying in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. The special assessment may include new irrigation systems, park infrastructure, or other improvements to the common property within the Subdivision. However, no assessment shall be levied which has not been approved by the affirmative vote of the Majority (51%) of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such special assessment. No such assessment shall be established to cover a period in excess of five (5) years.

c) Emergency Assessments. The members of the Association are authorized to levy in any assessment year an emergency assessment. Additional emergency assessments require the approval of a majority of votes of the Members of the Association who are voting in person or by proxy at a meeting duly called to consider such additional emergency assessment. Emergency assessments shall be levied only to meet cost and expenses precipitated by an emergency causing damage or a change of condition that must be remedied promptly to insure a safe and adequate continuation facilities or services. If any portion of the flood deterrence berm is damaged an emergency assessment shall be levied within 30 days of the event that produced the damage to ensure the damaged portion of the berm is remedied.

d) Legal Reserve and Compliance Assessments. In addition to the assessments herein provided, the Majority of the members of the Association may elect to levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be interpreted to preclude the majority of members of the Association from utilizing other funds for compliance purposes.

Section 4. Payment of Assessments. The assessments provided for herein shall be completed on a yearly basis, commencing on the 1st day of January each year and terminating on the 31st day of December of the same year. The assessment for any year shall become due and payable monthly, quarterly, annually and/or in advance, at the discretion of the majority_of the members of the Association.

The officers of the Association shall fix the amount of the assessment against each residential structure and/or Lot for each assessment period of at least thirty (30)days in advance of the due date specified herein and shall at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Secretary/Treasure of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The amount of the assessment that may be levied on any residential structure shall be prorated in proportion to the total assessment for the entire year.

Section 5. Effect of Non-Payment of Assessment. If the assessments are not paid by midnight on the date when due, then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the residential structure and/or Lot which shall run with the land. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the then Owner to pay any assessment or interest shall not be affected by any conveyance or transfer of title to said Lot. The Association may bring an action of Law against the Owner obligated to pay the same and/or Lot, and there shall be added to the amount of such assessment their costs of collecting the same for foreclosing the lien thereof, including reasonable attorney's fees.

a) *Liens.* Any unpaid assessment together with interest thereon and the costs of collection shall be a charge on the land and shall become a continuing lien on the property against which each assessment is made. This lien shall be subordinate to the lien of any first mortgage. The owner(s) who enters into a contract for the authorized work and/or the contractor completing the authorized work is entitled to a construction lien by following the procedure as outlined in Title 71, Chapter 3, Part 5, MCA

b) *Personal Obligations.* Each such assessment, together with interest, collection costs, and reasonable attorney's fees, shall be the personal obligation of the person(s) who was the owner of such property at the time when the assessment fell due. No owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his property, or conveyance or transfer of title to the property. This personal obligation shall not pass to a successor in title unless the obligation is expressly assumed by the successor in title.

Section 6. Required Assessments. The Home Owners Association is responsible for liability insurance, local taxes, and the maintenance of any Common Property. The Home Owners Association shall assess property owners for all costs associated with the Common Property in accordance with this Article VII, Section 3(a) Annual Assessments.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessment created herein:

a) All properties dedicated to and accepted by a public authority or agency.
b) All properties owned by a charitable organization exempt from taxation by the laws of the State of Montana. However, no land or improvements owned by a charitable organization and devoted to residential use shall be exempt from said assessments.

ARTICLE 6
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Construction Plans. No site clearing shall be commenced, no building or other structure shall be started, constructed, installed, erected or maintained on any Lot, nor shall any addition thereto or change in alteration therein, including exterior surface finish or other appearance changes, be made until the complete plans and specifications for each development, addition, change or alteration thereof have been submitted to and approved in writing by the Architectural Control Committee. Said plans and specifications shall include but not be limited to the following; site clearance, the designs, dimension, location and principal materials, colors and color schemes to be used, as well as a full description of all fences, lighting, off-street parking, ponds or other water retaining structure, and landscaping planned in connection with the construction. The Architectural Control Committee reserves the right to require reasonable fees to be paid with the filing of the plans and specifications and the issuance of building approvals. Any undertaking that is approved under this section shall be concluded in strict accordance with the approved plans and specifications. Approvals and/or disapprovals may be based on engineering, architectural, or aesthetic grounds.

Section 2. Appointment of Architectural Committee. To fulfill the assurances given by the Declarant to the various governmental agencies and authorities for approval of the subdivision, Declarant has a vested interest in ensuring that the quality of the development in the area continues as planned. Accordingly, until such time as Declarant has sold a Lot in the subdivision, Declarant shall constitute the Architectural Control Committee. When Lots are sold in the subdivision, but the Declarant continues to own one (1) or more Lots, the Homeowners Association shall appoint to the Architectural Control Committee such representatives as requested by Declarant. At such time as Declarant no longer holds an ownership interest in any Lot in the subdivision, covered by this declaration, the Association's Members will select from the existing homeowners three (3) persons to serve on the Architectural Control Committee.

Section 3. Stevensville Building Permit Requirements. The Town of Stevensville has ultimate jurisdiction over construction of residences within this subdivision. Homeowner's shall contact the Town of Stevensville Building Inspector to inquire about their building permitting requirements. All residential structures shall be designed and built to meet International Residential Code and the Stevensville Development Code. The Architectural Control Committee shall not make changes to building plans that have received approval by the Town of Stevensville.

ARTICLE 7
GENERAL RESTRICTIONS AND COVENANTS

Section 1. General Purposes. These Covenants are made for the purposes of creating and keeping the premises, insofar as is possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against an unnecessary interference with the value and beauty of the property; all for the mutual benefit and protection of the Owners of Lots within the property.

Section 2. Construction. The Town of Stevensville has jurisdiction over construction of residences within this subdivision. Homeowner's shall contact the Town of Stevensville Building Inspector to inquire about their building permitting requirements. Homes under construction are considered to be in a construction zone until a Certificate of Occupancy is given be the Town of Stevensville.

Section 3. Basements. Homes shall not be constructed to include basements due to high groundwater conditions present on-site. Homes constructed with crawl spaces shall include provisions for mitigating high groundwater conditions. It is recommended that homes are constructed with slab-on-grade construction methods. Sump pumps and other such measures to reduce high groundwater will not be allowed and cannot be connected to the Town of Stevensville sewer system.

Section 4. Flooding. This subdivision is located within an area of potential flooding from Burnt Fork Creek. Homes shall be constructed with finished floor elevations 2' above the sidewalk elevation adjacent to their driveway. Garages should be constructed with appropriate flood vents as recommended by the Federal Emergency Management Agency.

Section 5. Building Roof Drainage. All building roof drainage shall be controlled by Owner to the extent such drainage shall not pass beyond a perimeter located fifteen feet (15') from the foundation of any structure.

Section 6. Topography of Lot. All residential structures shall be situated so the topography of the Lot has positive drainage away from the structure.

Section 7. Fences. All fences and hedges are subject to the approval of the Architectural Control Committee.

Section 8. Trash and Garbage. No trash, garbage or other refuse shall be thrown or dumped on any land within the properties. There shall be no burning of refuse out of doors except as may be approved by the Ravalli County Health Dept. , the Stevensville Rural Fire Department, or the Stevensville City Council. This shall not be construed to prohibit or deny the installation and use of barbeque pits. Each property Owner shall provide suitable receptacles for the temporary storage and collection of refuse by Bitterroot Disposal. All receptacles shall be screened from the public view and protected from disturbance.

Section 9. Temporary Structures and Vehicular Parking. Trucks exceeding one (1) ton capacity, semi-tractors, semi-trailers, heavy construction equipment, unsightly vehicles, and mobile homes (not including RVs) are not permitted on the street or Lots within the subdivision subject to this declaration for more than seventy two (72) hours, unless stored in a garage.

Section 10. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on any Lot. However, an exception is permitted for one (1) small "For Rent" sign or "For Sale" sign per Lot, and for a period of not more than 30 days within a six-month period. For a period of ten (10) years from the date of this Declaration, the Declarant shall be permitted to place signs within the Properties to promote the development of the Properties. As an additional exception, signs pertaining to any political campaign or issue may be placed upon a Lot, but only for a period of thirty (30) days prior to the election to which the sign pertains.

Section 11. Exterior Maintenance. Each Owner of a Lot(s) on which there is a structure shall provide exterior maintenance upon such Lot and structure to include painting and repairing the structure, maintaining any lawn planted at Owner's discretion and the surrounding grounds of any Lot to preclude weeds, underbrush and other unsightly objects to accumulate or remain on the grounds.

Section 12. Seeding and Planting. (a.) Within six (6) months of the completion or occupancy of any dwelling erected on any Lot, whichever occurs first, the Owner of such Lots shall seed, plant and landscape to protect erosion.

Section 13. Vehicles. There shall be no repairing of vehicles on the roads or open Lots within the Properties at any time. Any vehicle repairing shall be done in a garage out of sight of other Properly Owners.

Section 14. Utility Connection Costs. The Owner of each Lot shall pay all utilities and utility connection costs, including those for Television cable.

Section 15. Animals and Pets. No animals or fowl, domestic or wild, with the exception of no more than two of each of the following animals including cats, dogs, or household birds, such as canaries, may be kept on any of the properties or in any of the structures thereon, and in no event may any animals or fowl be raised or cared for on a commercial basis, or to become a nuisance or annoyance to the neighbors. There shall be no Swine (pigs) allowed within the property (Subdivision). Any enclosure temporary or permanent, shall be maintained in a manner that is not offensive to other property owners within the Subdivision. The ownership of animals shall not detour from the peaceful enjoyment of others within the development.

Section 16. Prohibition of Relocated. Moveable or Temporary Structures. No structure of a temporary character such as a mobile home, trailer, modular home, pre-manufactured home, basement, tent, shack,

garage, or other building shall be used at any time as a residence other than an RV while construction is underway for the permanent residence.

Section 17. Propane Tanks. Propane tanks shall be screened from view or placed on Lot in such a manner that they cannot be viewed from the street or by a neighbor.

Section 18. Firearms. The discharging of firearms or hunting on any Lot is strictly forbidden.

Section 19. Mining. No mining or mineral removal activity, including the removal of gravel or sand except for landscaping purposes shall be permitted on any Lot or roadway within the subdivision.

Section 20. Utilities, Wiring and Antennas. All utility service shall be located underground. Television or satellite monitoring devices located upon said premises are to be located so as to be as inconspicuous as possible. Television signal reception dishes may be located on the premises in locations to be as inconspicuous as possible.

Section 21. Construction. All construction on or within the Properties shall be diligently completed and shall in any event be completed within eighteen (18) months after commencement unless the Association gives specific written extension. No construction shall at any time obstruct or interfere with pedestrian or vehicular traffic on Cimarron Lane, Zachary Lane, Cameron Lane, Emmalie Lane, Ashley Lane, Dylan Lane, Alex Lane, Chatatoes Lane, Tyler Lane, or Middle Burnt Fork Road.

Section 22. Approval by Declarant. The approval by the Declarant provided for herein may be given by the Declarant, its duly authorized agent and successors or assigns or a committee appointed by the Declarant until the authority to give such approval shall be transferred by the Declarant, its successors, or assigns to the Association.

Section 23. Living with Wildlife. Homeowners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, livestock feed, and other potential attractants. Homeowners must be aware of potential problems associated with the occasional presence of wildlife such as deer, black bear, mountain lion, coyote, fox, skunk, and magpie. Please contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, MT 59804) for brochures that can help homeowners "live with wildlife." Alternatively, see the Education portion of FWP's web site at www.fwp.mt.gov.

The following covenants are designed to help minimize problems that homeowners could have with wildlife, as well as helping homeowners protect themselves, their property and the wildlife that Montanans value.

- Homeowners must be aware of the potential for vegetation damage by wildlife, particularly from deer feeding on green lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Homeowners should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. Also, consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.
- Gardens and fruit trees can attract wildlife such as deer and bears. Keep produce and fruit picked and off the ground, because ripe or rotting vegetable material can attract bears and skunks. To help keep wildlife such as deer out of gardens, fences should be 8 feet or taller. Netting over gardens can deter birds from eating berries.
- Garbage should be stored in secure animal-resistant containers or indoors to avoid attracting animals such as bears, raccoons, and other wildlife. It is best not to set garbage cans out until the morning of garbage pickup.
- Do not feed wildlife or offer supplements (such as salt blocks), attractants, or bait for 'deer or other wildlife. Feeding wildlife results in unnatural concentrations of animals that could lead to

overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (MCA 87-3-130) to provide supplemental feed attractants if it results in a "concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety." Also, homeowners should be aware that deer might occasionally attract mountain lions to the area.

- Birdseed can attract bears. If used, bird feeders should: 1) be suspended a minimum of 20 feet above ground level, 2) be at least 4 feet from any support poles or points, and 3) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.
- Pets should be confined to the house, in a fenced yard, or in an outdoor kennel area, and not be allowed to roam as they can chase and kill big game and small birds and mammals. Under current state law it is illegal for dogs to chase hooved game animals and the owner may also be held guilty (MCA 87-3-124).
- Pet food and livestock feed should be stored indoors or in animal-resistant containers in order to avoid attracting wildlife such as bears, skunks, raccoons, etc. When feeding pets or livestock do not leave food out overnight. Consider feeding pets indoors so that wild animals do not learn to associate food with your home.
- Barbecue grills should be stored indoors. Keep all portions of the barbecues clean. Food spills and smells on the grill, lid, etc. can all attract bears and other wildlife.
- Consider boundary fencing that is no higher than 3 1/2 feet (at the top rail or wire) and no lower than 18 inches (at the bottom rail or wire) in order to facilitate wildlife movement and help avoid animals such as deer becoming entangled in the fence or injuring themselves when trying to jump the fence.
- Compost piles could attract skunks and bears. If used they should be kept indoors or built to be wildlife-resistant. Compost plies should be limited to grass, leaves, and garden clippings, and plies should be turned regularly. Adding lime can reduce smells and help decomposition. Do not add food scraps. (Kitchen scraps could be composted indoors in a worm box with minimum odor and the finished compost can later be added to garden soil)
- Apiaries (bee hives) could attract bears in this area. (if used, consult Montana Fish, Wildlife, and Parks or the U.S. Fish and Wildlife Service for help in planning and constructing an apiary system that will help deter bears.)

These wildlife covenants cannot be altered or eliminated without consent of the governing body (Ravalli County Commissioners).

Section 24. Robertson Creek Unregulated Floodplain and South Swamp Creek Unregulated Floodplain. The finished floor of any habitable structure within Twin Creeks Subdivision shall be built with a finished floor elevation at least two feet higher than the top back of curb as measured from the middle of the front lot line of each lot. Garage elevations shall be at least one foot above the top back of curb as measured from the middle of the front lot line of each lot. For further floodplain information regarding this Subdivision reference the “Notifications To Future Property Owners Twin Creeks Subdivision” document.

Section 25. Primary heat Source. The primary heat source for the newly constructed residences in this subdivision shall be at least 75% efficient.

Section 26. Lighting for New Construction. Full cut-off lighting shall be required for any new construction within this subdivision. A full cut-off fixture means fixtures, as installed, that are designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane through the lowest point on the fixture where light is emitted. The source of light is fully shielded, top and sides, so as not to emit light upwards or sideways, bout only allowing light to shine down towards the subject that is to be lighted. Spotlighting of flag poles shall be permitted.

Section 27. Weed Control. Lot owners shall control the growth of noxious weeds on their respective lot(s). The Owner of each Lot shall be responsible for the control of noxious weeds and vegetation thereon. In the event he fails to provide such control, the Association is authorized to enter the Lot and provide such control; at the expense of the Owner of the Lot concerned.

Section 28. Radon Exposure. The owners understands and accepts the potential health risk from radon concentrations, which are presently undetermined at this location. Unacceptable levels of radon can be reduced through building design and abatement techniques incorporated into structures.

ARTICLE 8
TERM OF DECLARATION

The provisions of this Declaration shall be only for Article IX, and shall be binding for a term of ten (10) years from the date of this Declaration, after which time the Declaration shall automatically be extended for successive periods of five (5) years each unless there shall be recorded an instrument signed by all the Owners of the Lots who agree to terminate these Covenants.

The perpetual easements, rights, reservations and restrictions contained herein affecting the responsibilities of the Home Owners Association in Article II, shall not be subject to a said term of years and may not be terminated by the Owners.

ARTICLE 9
WAIVER ALTERATION, ABANDONMENT, TERMINATION, OR AMENDMENT

This Declaration may be waived, altered, abandoned, terminated or amended by an instrument signed by seventy-five percent (75%) of the Owners of Lots of the Properties subject to this declaration; provided, however, that any such waiver, alterations, abandonment, termination or amendment which shall affect the water and sewage systems must first be approved by the Montana Department of Environmental Quality, the Montana Public Service Commission and the Declarant.

The right to waive, alter, abandon, terminate or amend certain provisions in this Declaration has been restricted or eliminated not withstanding any provision contained in this Article.

Written Governing Body approval shall be required for amendments to provisions of the covenants that were required to be included as a condition of subdivision approval. These include, but are not limited to, the following:

Article 1 - "Definitions", Sections 11 and 12.
Article 2 - "Home Owners Association"
Article 3 - "Property Subject to This Declaration", Sections 1 and 3.
Article 4 - "Membership & Voting Rights", Section 1, 3 and 4.
Article 5 - "Assessments", Sections 3(a), 5 and 6
Article 7 - "General Restrictions and Covenants", Sections 21 through 27

ARTICLE 10
ENFORCEMENT

The Declarant or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter by the Declarant.

The Association or any Owner of Properties within this subdivision may enforce any Covenant or restriction herein contained and shall not be deemed a waiver or the right to do so thereafter. If any person entitled to do so shall bring legal action to enforce any provision of this agreement, the prevailing party to such action shall be entitled to recover from the other, in addition to any other damages or injunctive relief, reasonable attorney's fees and costs of the action.

ARTICLE 11
SEVER ABILITY

Invalidation of any of these Covenants or restrictions by judgment or court order shall in no way affect the remaining provisions, which shall remain in full force and effect, and in particular the invalidation of any separate paragraph of the provisions relating to building restrictions shall in no way affect the enforceability of any other paragraph.

ARTICLE 12
LIABILITY OF THE DECLARANT

The Declarant shall have no liability for any of its actions or failures to act, or for any actions or failures to act of the Association or any Owners of the property within the Properties. The relationship between the Declarant, the Association and the property Owners shall be deemed to be that of independent contractors, and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant may expressly assume herein.

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

MISSOULA FEDERAL CREDIT UNION

By: Linda J Mayfield, Its SVP   Date: 5/19/2014

STATE OF Montana }
:ss
County of Missoula }

This instrument was acknowledged before me May 19, 2014, a Notary Public, by Linda J Mayfield.

Colleen Murphy
Notary Public for the State of Montana
Residing at Missoula
My commission expires 8/20/2014

- SEAL -

COLLEEN MURPHY
NOTARY PUBLIC for the
State of Montana
Residing at Missoula, Montana
My Commission Expires
August 20, 2014

NOTARIAL SEAL
COLLEEN MURPHY
STATE OF MONTANA

Customer Agreement for

Non-Insured Products and Services

Customer understands that many of the Products and Services available from Fidelity National Financial, Inc., its subsidiaries, affiliates, partners, licensors and/or authorized agents (collectively referred to herein as "the Company") through a Customer Service representative or other Company employee, the Global Premier Services ("GPS") website or any derivative website or mobile app, are not insured and do not provide the benefit or protection afforded by a policy of title insurance. If Customer desires such protection, a policy of title insurance, binder, commitment or guarantee should be requested from the Company.

Non-insured products that may be available via the GPS site or app include, but are not limited to: Property Profiles, eFarms, Lead Locators, AVMs, Foreclosure Reports, Subject Property Reports, Property Valuation Reports, Premium Leads and Owners and Encumbrance Reports.

BY THE EXECUTION AND SUBMISSION OF THIS CUSTOMER AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES:

a. That the Company's sole obligation under a non-insured report and this Customer Agreement shall be to set forth information such as the ownership of and liens and encumbrances against the land as requested and in doing so, the Company is not acting as an abstractor of title.
b. That the Company shall not be obligated under a non-insured report to pay costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Customer.
c. That a non-insured report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.
d. That the Company's liability under a non-insured report for an error or omission is, as stated below, limited and that if Customer desires that the Company assume additional liability, a policy of title insurance, binder, commitment, or guarantee should be requested from the Company.
e. That any dissemination of non-insured reports to third parties is subject to all terms, conditions and limitations of this Customer Agreement and Customer agrees to make third parties aware of these limitations of liability.
f. That the GPS website and mobile app may contain additional Terms and Conditions governing access to and use of the sites themselves. Nothing contained herein should be deemed to alter, amend or conflict with those Terms and Conditions.
g. That the report is not valid and the Company shall have no liability thereunder unless the Limitations of Liability as stated below are attached thereto.

LIMITATIONS OF LIABILITY

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