

Title Services of Mineral County
208 B River Street
PO Box 280
Superior, Montana 59872
406-822-8404 (Office)
406-529-4303 (Cell)
mineral@tsimissoula.com

July 18, 2023

Dear Tiffany,

LISTING REPORT

LEGAL DESCRIPTION: LOT 3 OF MONTE ESTATES MINOR

RECORD OWNERS: RONALD TALLIERE

SUBJECT TO:

1.
- GENERAL COUNTY TAXES

DUE AND PAYABLE FOR THE YEAR:

FIRST INSTALLMENT:

SECOND INSTALLMENT:

DELINQUENT AFTER:

SUID NUMBER:
- \$193.69

\$93.39

\$93.38

5/31/23

512800

2.
- GENERAL COUNTY TAXES FOR THE YEAR 2023 ARE A LIEN, THE AMOUNT OF WHICH HAS NOT YET BEEN DETERMINED AND IS NOT YET DUE OR PAYABLE.

CONTINUED...

3. COVENANTS, CONDITIONS AND RESTRICTIONS
(DELETING THEREFROM ANY RESTRICTIONS INDICATING ANY PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW)
CONTAINED IN: DECLARATION OF CONDITIONS,
 COVENANTS AND RESTRICTIONS
 NOVEMBER 13, 2000
DATED: NOVEMBER 16, 2000
RECORDED:
FOR DEVELOPMENT OF: MONTE ESTATES L.L.C.

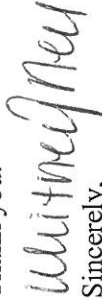
NOTE: ACCORDING TO THE MINERAL COUNTY ASSESSOR'S OFFICE, THE PROPERTY ADDRESS IS 120 MONTE CIRCLE DRIVE SAINT REGIS, MONTANA 59866

Effective Date: JULY 1, 2023

This report is not a commitment is insure, nor is any liability assumed hereunder by Title Services of Mineral County, Inc.

This listing report is intended for information purposes only. It does not include all matters found to affect subject property. If you require information concerning easements, judgments or other restrictions that may affect subject property, please contact our office.

Thank you.



Sincerely,
Whitney Neu
Title Services of Mineral County, Inc.

Mineral County | Detail

Date: 07/18/23
Time: 10:13:42 am

MINERAL COUNTY TREASURER
PO BOX 100 / 300 RIVER ST
SUPERIOR MT 59872

Tax ID: 512800
Type: Real

Name and Address
TALLIERE RONALD
76-6320 KUPUNA ST
KAILUA KONA HI 96740-3215

Property Tax Query TW Range SC Description
Sub/Bik/Lot MONTE ESTATES / / 3 18N/28W /24 Geo 2743-24-4-13-12-
0000 MONTE ESTATES, ACRES 0.442

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	22	02/10/23	11/30/22	93.39	1.86	1.97	193.69
Tax Due	22	07/18/23	05/31/23	93.38	1.86	1.23	
Paid	21	12/13/21	11/30/21	75.30	0.00	0.00	150.59
Paid	21	04/28/22	05/31/22	75.29	0.00	0.00	
Paid	20	12/02/20	11/30/20	91.82	0.00	0.00	183.63
Paid	20	12/02/20	05/31/21	91.81	0.00	0.00	
Paid	19	11/12/19	11/30/19	99.41	0.00	0.00	198.82
Paid	19	11/12/19	05/31/20	99.41	0.00	0.00	
Paid	18	11/30/18	11/30/18	113.17	0.00	0.00	226.31
Paid	18	11/30/18	05/31/19	113.14	0.00	0.00	
Paid	17	01/18/18	11/30/17	119.23	2.39	2.02	246.12
Paid	17	06/27/18	05/31/18	119.21	2.39	0.88	
Paid	16	11/22/16	11/30/16	120.28	0.00	0.00	240.54
Paid	16	05/17/17	05/31/17	120.26	0.00	0.00	
Paid	15	11/20/15	11/30/15	135.32	0.00	0.00	270.63
Paid	15	11/20/15	05/31/16	135.31	0.00	0.00	
Paid	14	11/20/14	11/30/14	179.02	0.00	0.00	358.02
Paid	14	11/20/14	05/31/15	179.00	0.00	0.00	
Paid	13	11/29/13	11/30/13	190.79	0.00	0.00	381.58
Paid	13	11/29/13	05/31/14	190.79	0.00	0.00	
Paid	12	11/08/12	11/30/12	179.45	0.00	0.00	358.88
Paid	12	11/08/12	05/31/13	179.43	0.00	0.00	

22

32

6

<u>OWNER</u>	<u>DATE</u>	<u>OWNER</u>	<u>DATE</u>
J. H. B. & Co.	7-13-20	Wm. C. Davis	8-13-20

NOTARY PUBLIC FOR THE STATE OF MICHIGAN
RESIDING AT
ST. LOUIS
MY COMMISSION EXPIRES 11-30-03

LEGAL DESCRIPTION

[illegible]

ALL LOTS SUBJECT TO EASEMENTS APPARENT OR OF RECORD

NOTE

1. THE RESTRICTIVE COVENANTS FOR MOUNT ESTATES MINERAL SUBDIVISION SHALL NOT BE REPEATED OR AMENDED WITHOUT PRIOR WRITTEN CONSENT OF MINERAL COUNTY BOARD OF COMMISSIONERS. MINERAL COUNTY IS A PARTY TO THESE RESTRICTIVE COVENANTS.

...COUNTY CERTIFIES THAT IT
HAS EXAMINED THIS SUBDIVISION PLAT AND HAVING
FOUND THAT IT CONFORMS TO THE LAW, APPROVES

DATE _____

COUNTY ATTORNEY
STATE OF COUNTY TREASURER



SURVEYORS

96 *Journal of Management Inquiry* 13(1)

LEGEND

- * FOUND 1/2" REBAR W/YELLOW CAP STAMPED "MAY 27 54 S"

0126125

JUN 30 2022 PM12:52

126125 DEEDS Pages: 2
STATE OF MONTANA MINERAL COUNTY
RECORDED: 06/30/2022 12:52 KOI: WARRANTY
KELANN MCLERS CLERK AND RECORDER
FEE: \$16.00 BY: R. Talliere
TO: RONALD TALLIERE 76-6320 KUPUNA ST, KONA, HI 96740,

AND WHEN RECORDED MAIL TO:

Ronald Talliere
76-6320 Kupuna St
Kona, HI 96740

Filed for Record at Request of:
First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 1050933-ML
Parcel No.: 512800

WARRANTY DEED

FOR VALUE RECEIVED,

John Labute and Theresa Labute as joint tenants

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

Ronald Talliere

whose address is: **76-6320 Kupuna St, Kona, HI 96740**

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

Lot 3 of Monte Estates Minor, a platted subdivision in Mineral County, Montana, according to the official recorded plat thereof.

Parcel No. Reference: 512800

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: June 30, 2022

0126125

John LaBute
John LaBute

Theresa LaBute
Theresa LaBute

STATE OF Montana)
COUNTY OF Muskelonge)
SS.)

This instrument was acknowledged before me on June 30, 2022, by John LaBute and Theresa LaBute.

Michelle R. Parkin
Michelle R. Parkin
Notary Public for the State of Montana
Residing at: Superior, MT
My Commission Expires: Nov 1, 2022



DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS

OF
MONTE ESTATES L.L.C.

THIS DECLARATION is made this day of , 2000, by
MONTE ESTATES L.L.C., #47 Montana Highway 135, St. Regis, Montana
59866, hereafter referred to as the Declarant.

RECITALS

1. The Declarant has filed a plat of certain lands in Mineral County, Montana, known as MONTE ESTATES with the Clerk and Recorder of said County, on the 13 day of NOV. , 2000, as Document Number 201 132 affecting the following described property, to-wit: 8938e

Township 18 North, Range 27 West: Section 19: A portion of the
NW1/4SW1/4 Township 18 North. Range 28 West: Section 24:
A portion of the NE1/4SE1/4.

2. The Declarant is THE OWNER of all the lots in said subdivision and is desirous of subjecting said real property to the conditions, covenants and restrictions hereafter set forth, each and all of which are for the benefit of said lot and for each owner and contract purchaser thereof, which shall inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest of any owner or contract purchaser thereof;

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

ARTICLE I DEFINITIONS

Section 1: "Association" shall mean and refer to the MONTE ESTATES HOME OWNERS ASSOCIATION, L.L.C., a non-profit association, its successors and assigns .

Section 2: "Properties" shall mean and refer to that certain property described herein as MONTE ESTATES.

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

Section 4: "Lots" shall mean and refer to any plots of land shown upon any recorded subdivision map of MONTE ESTATES L.L.C. or any further subdivision of said lots thereof with the exception of the common area and roadways.

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

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

Section 7: "Declarant" shall mean and refer to MONTE ESTATES L.L.C. or assigns.

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

Section 9: *Class B" members shall be the Declarant.

ARTICLE II PROTECTIVE COVENANTS

The real property described above is subjected to these conditions, covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot created; to protect the owners and contract purchasers of lots against improper use of surrounding

building lots that may depreciate the value of their property to preserve so far as is practicable the natural beauty of said property; to guard against the construction of buildings of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the construction of attractive buildings and to provide for high quality improvements on said property and thereby to enhance the values of improvements made by purchasers of lots.

Section 1: Interference with Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved over, under, and across affected lots and granted to the present and future owners of lots benefitted as such easements are shown on the recorded plat of MONTE ESTATES L.L.C. and for the use and benefit of any lot owners of any other property annexed as provided herein. Telephone, cable television, and electric service shall be placed underground. Any lot owner who shall place any building, improvement, shrub, hedge or tree on any easement shall be required without notice at the request of any other affected lot owner or utility company to remove such structure, improvement or vegetation if such removal shall facilitate installation, repair or maintenance of utilities within said easement area.

Section 2: Dwelling Size and Type: Generally, the premises shall be used for single-family residential, however, a guest house is permitted in addition to the single family residence. Any business, trade or manufacturing endeavor shall be confined within a conventional shop with doors to carry on a home cottage commercial enterprise so long as it does not create a nuisance. Any outside business activity shall not create a nuisance.

Total main floor area exclusive of open porches, basements, decks and garages shall not be less than 750 square feet. Additional buildings on any parcel such as a horse barn, garage or utility building are permitted for the care and maintenance of livestock, pets and vehicles. All structures shall be constructed of new materials on the outside. However, suitable used material, such as brick or beams and buildings that are considered as modular homes may be used, provided they are aesthetically suitable. Other old buildings, whether intended for use in part or in whole as the structure or for use as a garage or other building, shall not be moved on to a parcel, except that greenhouses and or other produce growing facilities may utilize used materials so long as they are aesthetically suitable.

When construction of the dwelling is commenced it shall be completed as to exterior finish including siding and or masonry, paint and roof, ground rough graded and building debris removed within one (1) year after start of

construction. The dwelling shall not be occupied until such time as the above work is completed and the installation and completion of all plumbing fixtures and utilities. The single family dwellings allowed herein shall include modular homes as long as they consist of at least 750 square feet of floor area and are placed on a permanent perimeter foundation. Exterior finish on such homes must have natural earth color's of wood or masonite siding or vinyl siding and a pitched roof to blend into the surrounding environment. Galvanized siding or roofing shall not be used for any purpose on the property, (except where such materials may be required for greenhouses) but colored nonreflective metal roofing or siding is allowed. Construction shall utilize only Class A or B fire resistant roofing materials as rated by the National Fire Protection Association on all structures. if a modular or frame built home without an attached garage is placed on the property then in that event a garage with doors attached shall be constructed and completed within 18 months of occupancy of the home for the purpose of storing cars, snowmobiles, lawnmower and other equipment which would be unsightly if left uncovered around the property.

Each structure once constructed on a lot shall be kept in the same condition as at the time of its initial construction, excepting only normal wear and tear. All structures shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. if any structure is damaged in any way, the owner shall with due diligence rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Reconstruction shall be completed within eighteen (18) months of the casualty.

No portion of any building shall be more than 35 feet from the ground as measured from the average finished grade of the building site. Each owner shall be responsible for creating and maintaining "defensible space" firebreaks around structures.

Section 3: Nuisances: No noxious or offensive activities shall be carried on upon any building site nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trash, rubbish, building materials or any other unsightly objects shall be stored or allowed to accumulate on any lot.

Section 4: Signs: No signs, billboards or advertising devices of any kind shall be displayed to the public view on any lot except for one sign of not more than eight square feet advertising the property for sale or rent. All house numbers shall be visible from the road either at the driveway entrance or on the house. Except any greenhouse operation (s) may utilize an appropriate sign for identification purposes.

Section 5: Timber: Purchasers (lot owners) may log their respective properties provided it is conducted in accordance with customary good forestry management, practices and procedures.

Section 6: Garbage, Refuse and Sewage Disposal: No building site may be used or maintained as a collection site for rubbish, trash, garbage or waste and shall not be kept except in sanitation containers. No wrecked, disabled or inoperable vehicles or parts thereof, or other unsightly material, shall be dumped on or allowed to remain on any part of any lot. No individual sewage system shall be permitted unless such system is designed, located and constructed in accordance with the requirements of the Montana State Board of Health, Mineral County Sanitarian and the St. Regis Sewer District with design review authority. Enclosed garbage containers shall be used for all household garbage.

Section 7: Livestock, Poultry and Pets: Domestic animals and livestock, except pigs, may be kept on a lot provided they are not bred or maintained for any commercial purpose. Reasonable precaution shall be taken to confine pets and livestock to the tract occupied by the owner. All animals allowed herein shall not be allowed to run free at any time.

Section 8: Fences: Any landowner wishing to keep animals as herein approved shall be responsible to fence his property adequately to keep them from trespassing on the land of another owner.

Section 9: Setback Lines: No dwelling or accessory building shall be located on any parcel closer than 10 feet of any lot line of any parcel, or within the easement boundaries.

Section 10: Subdivision of Lots: If any of the lots in the subdivision are further subdivided then purchasers of the newly created lots shall automatically be subject to these covenants and become members of the association.

Section 11: Seeding, Planting and Weed Control: Any vegetation or weed deemed noxious by the Mineral County Weed Board shall be controlled and removed on a regular basis to prevent them from reaching seed stage. Reasonable precaution shall be taken during construction and thereafter to prevent erosion and drainage problems. All disturbed areas shall be re-vegetated within a reasonable time and fashion to minimize erosion and whenever a structure is constructed on any lot, the owner of said lot shall within a reasonable time thereafter seed and plant a lawn or other vegetable ground cover.

Section 12: Boundary Control Monuments: The Declarant has caused survey monuments to be placed on the corners of each lot, it shall be the responsibility of the owner of each lot to immediately provide for professional replacement of any survey monuments that are removed, lost or obliterated from his lot.

ARTICLE III MEMBERSHIP

Every person or entity who is a record owner of a fee, or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association excepting however, any person or entity who has sold or is selling any such lot under a contract for deed shall not qualify as a member of the Association. Every person or entity purchasing any such lot under a contract for deed shall be a member of the Association.

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

ARTICLE IV VOTING

Section 1: Class A. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot the vote for such lot shall be exercised as such persons among themselves determine but in no event shall more than one (1) class A vote be cast with respect to any lot.

Section 2: Class B. The Declarant shall be entitled to one (1) vote for each lot in which he holds the interest required for membership.

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

- (a) When the total outstanding votes in Class A membership equal the total outstanding votes in Class B. membership;
- (b) January 1, 2002

When such distinction of classes terminates, all members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, the vote



for such lot shall be exercised as such persons among themselves determine but in no event shall more than one (1) vote be cast with respect to any lot.

ARTICLE V
ROADWAY SYSTEM - WATER & SEWER SYSTEMS
AND ASSESSMENTS

Section 1: Roadways, Water & Sewer System's: In accordance with the rules and regulations promulgated by the St. Regis Sewer District the Declarant hereby declares that the Association is either the owner of the roadway, water and service sewer systems described and depicted on the recorded plat and the Montana Department of Environmental Quality approved drawings and specifications and is responsible for the maintenance and service of these systems, which is for the use and benefit of the lot owners of the subdivision.

Section 2: Creation of Personal Obligation: In order to finance the maintenance, repair, taxes, insurance, power and other costs incurred in owning, improving, dust abatement and maintaining the roadway, water and sewer system, the Declarant for each lot owned within the subdivision, and except any lot or lots which do not use the roads in the subdivision, or other lots near by, covenants to and with each other owner of any lot by acceptance of a deed or contract for purchase of any lot within the subdivision or other lot's, whether or not it shall be so expressed in said deed or contract is deemed to covenant and agree to be a member of and subject to the assessments and duly enacted by-laws and other rules of the Association as well as the rules and regulations set by the Montana Department of Health and Environmental Sciences, and the St. Regis Sewer District, as they pertain to the health and welfare of lot owners and occupants. The Association is authorized and directed to determine annually the amount necessary to maintain and improve the roadway, water and sewer systems (in making the annual assessment provided herein as well as the special assessments provided in Section 4 below, the relative cost of disposing of sewage effluent from those parcels through gravity fed sewer lines versus the cost for those which must be pumped to the sewer district's main collection lines, shall be considered) and assess each lot owner accordingly. Each assessment shall be the personal obligation of the owner of each lot as of the date of assessment. This personal obligation shall not pass to successors in title unless expressly assumed by them. The association shall equitably apportion the cost of maintaining and improving the roadway, water and sewer systems among those that are residing on the properties as compared to those that have not yet built on their lots, or as



in the case of the those lots connected to the sewer grinding pump. The intention here is to weigh the cost of maintenance and improvement upon owners who are actually using the roadway, water & sewer systems on a regular basis. The roadway and water system is owned by the Association (lot owners). The sewer service system's (as defined by the St. Regis Sewer District's, Sewers Use Ordinance Document) are the responsibility of each individual lot owner as to maintenance, connection fees and assessments charged by the St. Regis Sewer District. Any written agreement entered into with the Sewer District in order to alleviate any potential impact (pertaining to the Grinder Pump) to other current or future users of the same branch of the St. Regis Sewer line, will be a part of these covenants.

Section 3: Uniform Rate of Annual Assessment: Annual assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors. However, where one owner is utilizing more than one lot as a single home site and has commenced or completed construction of a dwelling thereon, the directors may in their discretion elect to treat such owner the same as a single lot owner for assessment purposes.

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

Section 5: Commencement of Assessments: The Board of Directors of the Association is authorized to make the first annual assessment at such time as it determines appropriate. Such first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of each annual and special assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner of Record at that time. The due dates shall be established by the Board of Directors if the assessment (special) is such as requires a vote of the members, this shall be done before the assessment becomes effective. The Association shall upon demand at any time furnish a

certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid and if not paid the amount owing thereon.

Section 6: Sharing of future costs: The Board of Directors of the St. Regis Sewer District shall have sole authority to apportion sewer district assessments between and among members of the Association and adjacent property owners sharing use of lift stations, sewer lines, or other components of the St. Regis sewer system.

Section 7: Nonpayment of Assessments: Any assessments or installment payments on assessments which are not paid when due shall be charged a late fee, to be established by the Board of Directors, and if the whole amount is not paid within thirty (30) days after the due date, the amount shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Association may bring an action at law to collect the amount of the assessment together with interest, court costs and reasonable attorneys' fees for such action.

ARTICLE VI TERM OF DECLARATION

The provisions of this Declaration shall be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall automatically be extended for successive periods of ten (10) years unless there shall be recorded an instrument signed by the owners of 67 percent of the lots who agree to change this Declaration in whole or in part.

ARTICLE VII AMENDMENTS

This Declaration may be amended from time to time by recording an instrument in writing signed by the owners of at least 67 percent of the lots of Monte Estates L.L.C. and the Board of County Commissioners of Mineral County agreeing to such amendment. Approval by the commissioners is for the purpose of assuring compliance with the original conditions of subdivision plat approved for public health, safety and welfare and for no other purpose. Amendments to be effective must be recorded in the office of the Clerk and Recorder of Mineral County, Montana.

ARTICLE VIII
ENFORCEMENT

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

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

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

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

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

Clark B. Stott

MONTE ESTATES L.L.C. by

CLARK B. STOTT Manager

STATE OF MONTANA)

) ss

County of Mineral)

On this 13th day of Nov., 2000, before me, the undersigned a Notary Public for the State of Montana, personally appeared CLARK B STOTT known to me to be the person whose name is subscribed to the within instrument as Manager and acknowledged to me that he executed the same.

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

Notary Public for the State of Montana

Residing at Deerfield, MontanaMy Commission Expires Aug 3, 2008Shirley Anne Hancock

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Instrument No. 89389 INDEXED

I certify that I received this instrument on this 16 day of November, 2000 A.D. at 9:16 o'clock A M. and that it is recorded in Drawer 2 of Miscellaneous Real Estate records of Mineral County, State of Montana, on Card No. 5894

Return To:

Filed in officeBack of Transits #132

County Recorder

By ShayloFee \$ 78.00 PaidKatherine Jasper5896

Property Record Card

Summary

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 54-2743-24-4-13-12-0000

Assessment Code: 0000512800

Primary Owner:

PropertyAddress: 120 MONTE CIRCLE DR

TALLIERE RONALD

SAINT REGIS, MT 59866

76-6320 KUPUNA ST

COS Parcel:

KAILUA KONA, HI 96740-3215

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: MONTE ESTATES

Legal Description:

MONTE ESTATES, S24, T18 N, R28 W, Lot 3, ACRES 0.442

Last Modified: 7/14/2023 3:10:50 AM

General Property Information

Neighborhood: 254.003.0

Property Type: VAC_R - Vacant Land - Rural

Living Units: 0

Levy District: 54-7581-6IMP3

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0 Limited: 0

Property Factors

Topography:

Utilities:

Access:

Location:

Fronting:

Parking Type:

Parking Quantity:

Parking Proximity:

Land Summary

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.442	47,851.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
6/30/2022			6/30/2022	126125	Warranty Deed
6/29/2021			6/29/2021	123986	Warranty Deed
8/5/2015			8/10/2015	114059	Quit Claim Deed

Owners

Party #1

Default Information: TALLIERE RONALD
76-6320 KUPUNA ST
Ownership %: 100
Primary Owner: "Yes"
Interest Type: Fee Simple
Last Modified: 8/16/2022 2:21:21 PM

Other Names

Name

Type

Other Addresses

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2023	47851	0	47851	COST
2022	16814	0	16814	COST
2021	16814	0	16814	COST

Market Land

Market Land Item #1

Method: Sqft

Width:

Square Feet: 19,254

Valuation

Class Code: 2101

Type: Primary Site

Depth:

Acres:

Value: 47851

Dwellings

Existing Dwellings

No dwellings exist for this parcel

Other Buildings/Improvements

Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

Commercial

Existing Commercial Buildings

No commercial buildings exist for this parcel

Ag/Forest Land

Ag/Forest Land

No ag/forest land exists for this parcel