

Exhibit "A"

**AMENDED King Ranch Design Standards and Guidelines**

Additionally, the King Ranch design standards and guidelines attached as Exhibit "A" to the Amended Declaration of Covenants, Conditions and Restrictions are Amended as follows:

2.2

**D. GARAGES**

The garage should be designed as an integral part of the house.

Garage doors should be of the overhead type. If possible, a separate garage door should be provided for each car space to give a better overall appearance and to result in a minimum exposure of interior contents when a door is open. A maximum of three (3) stalls is allowed per residence.

Attempts should be made to de-emphasize the garage doors by choosing details that are compatible with the architectural motif but are simplified and have the ability to break up the size of the garage facade. Probably the most important element if this design problem is the selection of the color for the garage door. Typically contrast in color should be kept low, and consideration given to painting the doors the same color as the base siding color.

**P. PRIVACY SCREENS AND FENCING**

The preferred privacy screen is one which is treated as an architectural extension of the building, both in its design and materials, rather than as a separate and unrelated element.

When fence types are proposed, applications to the ACC shall include height, location, color and design of the proposed fence, a sample of the proposed building materials, a paint or stain chip if appropriate, and any such other information as the ACC may request.

Fencing shall not exceed four feet in height and not to exceed 25% of the particular lot. Fence lines should parallel contours wherever possible, and blend with the terrain rather than strike off at an angle against it. Fences running perpendicular to the grade should be stepped and should not drop more than 12" between panels. On lots abutting private or open space, fencing is discouraged along this boundary. Fencing is also not allowed within the designated open space easements.

**Q. LANDSCAPING**

Builders and homeowners are responsible for landscaping their property as a part of construction. Landscaping of single-family homes must be

complete within 90 days of completion in spring and summer and 180 days of fall or winter completion of house.

Certain plants and trees are indigenous to the Missoula and Frenchtown area and have been found to grow well in this location. Recommended plant and tree lists are available from the ACC upon request. All landscaping plants must be submitted to the ACC for approval prior to installation of the material.

The total yard area (except driveways and entry paving) shall be landscaped. All landscaping shall be maintained in a healthy and neat appearance at all times. The landscaping shall be designed in conjunction with and in harmony with the architectural design of the residence and lot.

The following standards shall be followed when designing and installing landscaping:

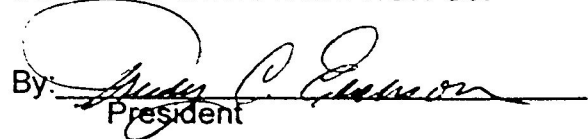
Ground cover shall be live plant material of appropriate density to provide uniform coverage in all growing seasons. Turf is acceptable around structures, but is discouraged next to public open space. Natural, native bark product mulches are recommended in planting beds to hold moisture and add organic matter to the soil, but are not acceptable as permanent ground covers. Gravel, colored rock, painted concrete and Astroturf are not acceptable as overall ground covers, though hard material such as brick, stone and textured concrete may be used for walks and patios.

The owner of each separate residential lot shall, within one (1) year after the completion of a single-family residential dwelling, plant a minimum of six (6) trees on such lot; each tree shall be at least six (6') feet in height and have a diameter at breast height of at least two inches (2").

The form and placement of building, driveway, decks and patios and other man-made features shall be designed to preserve trees. Removal of any trees over six inches (6") in caliper and six feet (6'-0") in height outside the buildable envelope and driveway access is subject to approval by the ACC.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Amended Declaration of King Ranch Design Standards and Guidelines the day and year first hereinabove written.

BUD KING CONSTRUCTION Co.

By:   
President

GENERAL FORM

Wade D. Hoyt of 380 Keith Avenue, Missoula, Montana 59801, the owner of Lot 1 of King Ranch Phase I hereby consents to the amendments to the covenants as set forth in the Amendment executed by Bud King Construction Company on May \_\_\_\_, 1997.

Dated this \_\_\_\_ day of May, 1997.

\_\_\_\_\_  
Wade D. Hoyt, Owner

VERIFICATION

STATE OF MONTANA     )  
                                  : ss.  
County of Missoula     )

Wade D. Hoyt, being first duly sworn upon his oath, deposes and states as follows:

That he is the owner of Lot 1 of King Ranch Phase I and makes this verification.

That he has read the foregoing Complaint and knows the contents thereof, and that the matters stated therein are true of his knowledge, except as to the matters therein stated on information and belief, and that as to those, he believes them to be true.

\_\_\_\_\_  
Wade D. Hoyt, Owner

SUBSCRIBED AND SWORN TO before me this \_\_ day of May, 1997.

(Notarial Seal)

\_\_\_\_\_  
Notary Public for State of Montana  
Residing at \_\_\_\_\_, Montana.  
My Commission Expires: \_\_\_\_\_

GENERAL FORM

Dale M. Evenson of P.O. Box 411, Frenchtown, Montana 59834, the owner of Lot 2 of King Ranch Phase I hereby consents to the amendments to the covenants as set forth in the Amendment executed by Bud King Construction Company on May 22, 1997.

Dated this 22nd day of May, 1997.

Dale M. Evenson  
Dale M. Evenson, Owner

VERIFICATION

STATE OF MONTANA )  
  : ss.  
County of Missoula )

Dale M. Evenson, being first duly sworn upon his oath, deposes and states as follows:

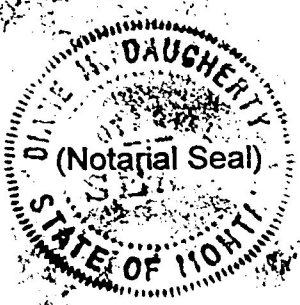
That he is the owner of Lot 2 of King Ranch Phase I and makes this verification.

That he has read the foregoing Complaint and knows the contents thereof, and that the matters stated therein are true of his knowledge, except as to the matters therein stated on information and belief, and that as to those, he believes them to be true.

Dale M. Evenson  
Dale M. Evenson, Owner

SUBSCRIBED AND SWORN TO before me this 22nd day of May, 1997.

Diane M. Daugherty  
Notary Public for State of Montana  
Residing at Missoula, Montana.  
My Commission Expires: 5/22/2000



GENERAL FORM

Washington Funding, Inc. of 101 International Way, Missoula, Montana 59802, the owners of Lot 3 and 8 of King Ranch Phase I hereby consents to the amendments to the covenants as set forth in the Amendment executed by Bud King Construction Company on May 22, 1997.

Dated this 22nd day of May, 1997.

WASHINGTON FUNDING, INC.

By: John H. Crowley  
His Property Development Manager

VERIFICATION

STATE OF MONTANA )  
  ) : ss.  
County of Missoula )

John H. Crowley, being first duly sworn upon his/her oath, deposes and states as follows:

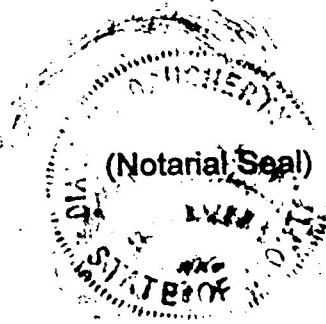
That he/she/they are/ is the owner(s) of Lot 3 and 8 of King Ranch Phase I and makes this verification.

That he/she/they has/have read the foregoing Complaint and knows the contents thereof, and that the matters stated therein are true or their/his/her knowledge, except as to the matters therein stated on information and belief, and that as to those, they/he/she believes them to be true.

John H. Crowley

SUBSCRIBED AND SWORN TO before me this 22nd day of May, 1997.

Diane M. Daugherty  
Notary Public for State of Montana  
Residing at Missoula, Montana.  
My Commission Expires: 5/21/2000





GENERAL FORM

Dennis Petersen and Patricia Peterson of 17880 Mullan Road, Frenchtown, Montana 59834, the owner of Lot 7 of King Ranch Phase I hereby consents to the amendments to the covenants as set forth in the Amendment executed by Bud King Construction Company on May 22, 1997.

Dated this 20<sup>th</sup> day of May, 1997.

Dennis Petersen  
Dennis Petersen, Owner

Patricia Peterson  
Patricia Peterson, Owner

**VERIFICATION**

STATE OF MONTANA )  
                                  : ss.  
County of Missoula )

Dennis Petersen and Patricia Peterson, being first duly sworn upon their oath, deposes and states as follows:

That they are the owner(s) of Lot 7 of King Ranch Phase I and makes this verification.

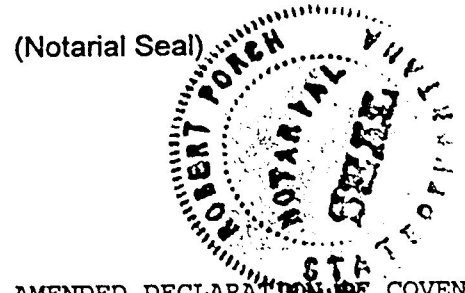
That they have read the foregoing Complaint and knows the contents thereof, and that the matters stated therein are true of their knowledge, except as to the matters therein stated on information and belief, and that as to those, they believe them to be true.

Dennis Petersen  
Dennis Petersen, Owner

Patricia Peterson  
Patricia Peterson, Owner

SUBSCRIBED AND SWORN TO before me this 20 day of May, 1997.

[Signature]  
Notary Public for State of Montana  
Residing at Missoula, Montana.  
My Commission Expires: 4/29/99



GENERAL FORM

Roger Hall and Warren Shepard, d/b/a Hall Construction of P.O. Box 504, Frenchtown, Montana 59834, the owner of Lot 19 of King Ranch Phase II and III hereby consents to the amendments to the covenants as set forth in the Amendment executed by Bud King Construction Company on May\_\_\_\_, 1997.

Dated this \_\_\_\_day of May, 1997.

\_\_\_\_\_  
Roger Hall, Owner

\_\_\_\_\_  
Warren Shepard

VERIFICATION

STATE OF MONTANA )  
  ) : ss.  
County of Missoula )

Roger Hall and Warren Shepard, being first duly sworn upon their oath, deposes and states as follows:

That they are the owner(s) of Lot 19 of King Ranch Phase II and III and makes this verification.

That they have read the foregoing Complaint and knows the contents thereof, and that the matters stated therein are true of their knowledge, except as to the matters therein stated on information and belief, and that as to those, they believe them to be true.

\_\_\_\_\_  
Roger Hall, Owner

\_\_\_\_\_  
Warren Shepard, Owner

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of May, 1997.

(Notarial Seal)

\_\_\_\_\_  
Notary Public for State of Montana  
Residing at \_\_\_\_\_, Montana.  
My Commission Expires: \_\_\_\_\_

9710246

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 13:  
I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 27 DAY OF May 1997 AT 4:29 O'CLOCK P.M. AND IT IS RECORDED  
IN VOL. 506 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 231. FEE 78 PAID ck  
RETURN TO: BOONE, KARLBERG & HADDON BY Cherie R. Shuff WITNESS MY HAND, MICHELE M. ZIEGLER, COUNTY RECORDER  
ADDRESS: MISSOULA, MT DEPUTY DOC DM