

AMENDED AND RESTATED
PROTECTIVE COVENANTS
(Formerly referred to as The 5 G's Ranch)

THESE AMENDED AND RESTATED PROTECTIVE COVENANTS are made this 17th day of October, 1996, by RED CREEK RANCH, INC., a Colorado Corporation, registered to do business in Montana, d/b/a Lakeview Ranch, 720 Peakview Drive, Bozeman, Montana, 59715, hereinafter called the "Developer".

RECITALS

WHEREAS, Protective Covenants were recorded in M Book 17 of Records, page 5510, encompassing the following described real property: (These Covenants are referred to as the "Original Covenants".)

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Tract A: A tract of land located in the S $\frac{1}{4}$ of Section 20, T.11 N., R. 2 W., P.M.M., Lewis and Clark County, Montana, shown as Tract "A" on the Certificate of Survey filed under Doc. No. 538852/E, being a correction of the Certificate of Survey filed under Doc. No. 476320/E.

Tract B: A tract of land located in the SE $\frac{1}{4}$ of Section 19, the SW $\frac{1}{4}$ of Section 20, the NW $\frac{1}{4}$ of Section 29, and the NE $\frac{1}{4}$ of Section 30, T. 11 N. R 2 W., P.M.M., Lewis and Clark County, Montana, shown as Tract "B" on the Certificate of Survey filed under Doc. No. 539362/E.

Tract C: A tract of land located in the W $\frac{1}{4}$ of Section 29, and the E $\frac{1}{4}$ of Section 30, T. 11 N., R 2 W., P.M.M., Lewis and Clark County, Montana, shown as Tract "C" on the Certificate of Survey filed under Doc. No. 539363/E, ~~EXCEPTING THEREFROM a tract of land in~~ Section 29, as shown on the Certificate of Survey filed under Doc. 433212/E.

Tract D: A tract of land located in the E $\frac{1}{4}$ of Section 29, T. 11 N., R 2 W., P.M.M., Lewis and Clark County, Montana, shown as Tract "D" on the Certificate of Survey filed under Doc. No. 539364/E.

Tract E: A tract of land located in the W $\frac{1}{4}$ of Section 28, and the SE $\frac{1}{4}$ of Section 29, T. 11 N., R. 2 W., P.M.M., Lewis and Clark County, Montana, shown as Tract "E" on the Certificate of Survey filed under Doc. No. 539656/E.

AND WHEREAS, Paragraph 9, of the Original Covenants allows:

" . . . covenants to be amended at any time by written agreement of sixty percent (60%) of the property owners of lots within these tracts, each lot to have one (1) vote."

AND WHEREAS, RED CREEK RANCH, INC., a Colorado Corporation registered to do business in the State of Montana, is the record owner of all of the Tracts described above and therefore holds all of the votes. RED CREEK RANCH, INC., desires to amend and restate the Original Covenants in their entirety, as set forth herein.

NOW, THEREFORE, RED CREEK RANCH, INC. hereby amends and restates the Original Protective Covenants in their entirety, and adopts all of the following covenants, conditions and restrictions which shall run with the land and shall be binding upon and be for the benefit of all persons owning or using such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, use and development of the premises, and such covenants shall apply to the entire premises, and all improvements placed or erected thereon, unless otherwise specifically excepted, and said covenants shall inure to and pass with each and every parcel, tract, lot or division the real property described in these Covenants including the property described below.

These Amended and Restated Protective Covenants replace and supersede the Original Covenants recorded at M Book 17 of Records, page 5510.

The Developer hereby adds to these Covenants real property located in Lewis & Clark County, Montana, described as follows:

**TOWNSHIP 11 NORTH, RANGE 2 WEST
SECTION 28:**

W $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ as shown on Certificate of Survey filed under Doc. No. 275170 (referred to as Tract 58)

E $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ as shown on Certificate of Survey filed under Doc. No. 275170 (referred to as Tract 57)

W $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$ as shown on Certificate of Survey filed under Doc. No. 275170 (referred to as Tract 56)

E½NE½NW¼ as shown on Certificate of Survey filed under
Doc. No. 275170 (referred to as Tract 55)

These Protective Covenants will apply to any future Plats or
Certificates of Survey as approved by and filed in Lewis & Clark
County encompassing or subdividing into smaller tracts the real
property set forth above.

NOW THEREFORE, Developer hereby declares the all property
described above shall be held, sold and conveyed subject to the
following Protective Covenants, (hereinafter referred to
"Covenants" or Declarations) and these Declarations will bind all
grantees, heirs, successors, and assigns of the owners and any
future owners of all property subject to these Covenants.

DEFINITIONS

1. **Accessory Building.** A building, such as a garage, barn, or
tack shed, detached from a dwelling and used for purposes which
are incidental and subordinate to a residential, agricultural or
permitted commercial uses.

2. **Agricultural Use.** The practice of the science or art of
cultivating the soil, growing fruits, vegetables or crops and
raising or grazing of domestic livestock or poultry, for personal
use, but specifically excluding a feedlot or a commercial poultry
farm.

3. **Association.** The terms "Association" or "Owners Association"
shall mean and refer to the LONEWOOD MEADOWS OWNERS' ASSOCIATION,
INC., A Montana nonprofit corporation, its successors and
assigns. This nonprofit corporation shall be a legal entity
under Montana Law and have the right to sue and be sued under
applicable State and Federal Law. Approval by the Association
shall mean approval by the Association Board of Directors, or a
committee appointed by the Association Directors, unless approval
of Owner members is specifically required.

4. **Commercial Use.** Any enterprise or enterprises of any kind
engaged in for a profit.

5. **Declaration.** The term "Declaration" shall mean and refer to
these Amended and Restated Protective Covenants, including lawful
amendments. The term "Covenants" refers to this Declaration.

6. **Developer.** The Declarant is the "Developer", Red Creek Ranch,
Inc. a Colorado Corporation, registered to do business in
Montana, its successors and assigns, with its principal place of
business at 720 Peakview Drive, Bozeman, Montana, 59715.

7. **Dwelling.** A single family residence, designed for and used as permanent living quarters having sleeping, cooking and complete sanitary facilities.

8. **Guest House.** A building for use as temporary living quarters by guests of owner or a dwelling which is clearly incidental or subordinate to a dwelling situated on the same tract of land. The guest house may have light cooking facilities including a refrigerator, but may not be used as a permanent dwelling.

9. **Junk Area.** The use of land for the wrecking, dismantling and/or storage of junk, including, but not limited to, garbage, inoperable motor vehicles and scrap materials of every sort.

10. **Mortgage.** The term "Mortgage" shall mean and refer to a mortgage, trust indenture, deed of trust or any other security arrangement encumbering a Tract, including a contract for deed.

11. **Mortgagee.** The term "Mortgagee" shall mean and refer to the mortgagee under a mortgage, the beneficiary of a deed of trust, contract seller, or beneficiary under a Montana Trust Indenture.

12. **Owner.** The term "Owner" shall mean and refer to the record owner, including Tracts owned by the Developer, whether one (1) or more persons or entities, of fee simple title to any Tract which is a part of the Property and is subject to this Declaration, including contract purchasers who have a possessory interest pursuant to their contract to purchase, but excluding contract sellers or mortgagees or persons having such interest merely as security for the performance of an obligation. Owner(s) shall include an owner or owners of any subdivided Tract.

If the Developer or any Tract Owner sells a Tract, the Seller will still be considered Owner of the Tract, until a deed, notice of purchaser's interest, or abstract of contract for deed, containing the address of the new owner, is recorded with the County Clerk & Recorder and a copy of the recorded document delivered to the Association. A Contract Seller or Vendor is jointly and severally responsible along with the Vendee or Purchaser for performance of these Covenants, including the payment of dues and assessments.

13. **Property.** The term "Property" shall mean and refer to Final Plats and Certificates of Survey approved and filed within the property described above.

14. **Recreational Vehicle.** A vehicle, with self-contained sanitary facilities, designed for use as a temporary dwelling for travel, recreation and vacation use; provided, that a

recreational vehicle occupied on a Tract for longer than sixty days (60) in any one year shall be deemed to be a prohibited mobile home.

15. Residential Use. The occupying of a dwelling for living purposes.

16. Signs. Any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from outside the building on which it is situated, which identifies, advertises, displays or otherwise attracts attention to either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing or happening of whatever nature, and by any means, including words, letters, numerals, figures, designs, symbols, fixtures, colors, mottos, illumination, projection, contrast, conspicuous and the like.

17. Single Family. One or more persons living together as a single, non-profit, house-keeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune and the like.

18. Subdivision. Any division of land, or land so divided, resulting in the creation of two or more tracts of land out of a single, larger tract in order that title to, possession or occupancy of the tract(s) so created may be sold, rented, leased or otherwise conveyed, transferred or used separately and shall include any re-subdivision. Subdivision shall include the creation or attempted creation of two or more tracts out of a larger tract from whatever process or procedure including court order or lien foreclosure.

19. Tract. The term "Tract" or "Lot" shall mean and refer to any part, plot, lot or Tract of land of the property which is or has been made subject to this Declaration and is shown as a separate lot or tract upon any recorded deed, final plat, or certificate of survey or which can be lawfully transferred as a unit unto itself.

SECTION 1. OWNERS' ASSOCIATION: The Owners of a Tracts 55, 56, 57, & 58, described above are required to belong to the LONEWOOD MEADOWS OWNERS' ASSOCIATION. The Owner of any Tract, including any newly created Tract in Tract "E" as set forth below, shall be entitled to one vote per Tract owned as a member of the Association and shall be required to pay the annual dues to the Association.

1.0.1. Tract "E" Road Use. If the Owner of Tract E, or an Owner of any subdivided Tract in Tract E, uses the access road to the Lonewood Meadows Owners Association Tracts referenced by the Easement described above, for ingress and egress to its Tract, then any such owner must become a member of the LONEWOOD MEADOWS OWNERS' ASSOCIATION, INC. and pay dues to the Association or, in the alternative, enter into an agreement with the Association covering their share of road maintenance.

1.1. Dues to Association. The Association must charge dues to each Tract in the Association to meet the duties and obligations of the Association. Any such dues or charges are a personal obligation of the Tract Owner. Each Tract Owner must pay all properly levied dues to the Association. The Association may file a lien against a Tract for any dues or charges that are delinquent. The Developer is exempt from paying dues on Tracts still owned by the Developer, unless the Developer obtains a tract back from an Owner through foreclosure, equity transfer deed, or deedback.

1.2. Annual Dues. To cover the costs of meeting the Association's obligations, annual dues for each Tract (whether or not more than one Tract is owned by one owner) shall be \$150.00 per year until changed by the Board of Directors of the Association. The Board of Directors shall prepare a proposed annual budget setting forth the expected annual dues for the upcoming year, which proposed budget shall be presented to the members for discussion and voting at the annual meeting of the members of the association.

SECTION 2. SUBDIVISION AND RESIDENTIAL DENSITY.

2.1. Tracts A, B, C, D, and E may be subdivided so long as no Tract created by subdivision is less than five (5) acres. Any Tract created by subdivision of Tracts A, B, C, D, and E shall be used primarily for single family residential purposes, however each dwelling may also have an appurtenant, non-commercial, guest house. Accessory buildings are also allowed.

2.2. No further subdivision is allowed on Tracts 55, 56, 57 and 58. These four Tracts shall be used primarily for single family residential purposes. Each Tract shall contain no more than one (1) dwelling, however each dwelling may also have an appurtenant, non-commercial, guest house. Accessory buildings are also allowed.

SECTION 3. ACCESS ROADS AND EASEMENTS:

3.1. Road Access. Road Access to Tracts 58, 57, 56 and 55 is by way of a 50 foot easement recorded Sept. 10, 1984 in M Book 4 of Records, page 9828 and then across a 40 foot access easement along the southern portion of Certificate of Survey No. 275170 (which is along the southern portions of Tracts 57, 56 and 55). Developer hereby confirms and grants the above described access easements for the benefit of Tracts 57, 56 and 55. The Owner of Tract "E" may use the access road and easement described by the 50 foot easement recorded Sept. 10, 1984 in M Book 4 of Records, page 9828, provided the Owner of Tract "E" complies with the provisions relating to such use in SECTION 1.

3.2. Common Utilities. The Developer reserves to itself and its assigns, and grants to all Tract Owners, and applicable utility companies, utility easements to and across the access road to Tracts 55, 56, 57 and 58 and to each Tract Owner. In addition, common utilities, including telephone, cables and power, may be placed in any road right of way or in a strip of land thirty (30) feet adjacent to a road right of way; and along a thirty (30) foot wide strip adjacent to exterior Tract boundaries, and on any utility easements located on the Certificate of Survey(s); or any combination of the above methods and easements. Utility lines need not be buried except utility lines servicing Tracts 55, 56, 57 and 58 must be buried.

3.2.1. In addition to the utility lines described above, the Developer reserves to itself and grants to the Owners of Tract 58, 57, 56, 55, Tract E and D, and applicable utility companies, a utility easement 30 feet wide along and bordering the east section line of Section 29 and along and bordering that portion of the west section line of Section 28 which borders and is within Tract E, Township 11 North, Range 2 West PMM.

3.3. Snow Removal. The Association has no obligation to plow snow on the access roads or the County Road. Nothing herein will prevent the Owners living in the area from reaching a mutual agreement to share the costs of snow plowing.

3.4. Road Maintenance: Developer shall be responsible for building main access road to Tracts 55, 56, 57, & 58 which are not accessed by public roads. Additionally, until Tracts 55, 56, 57 and 58 are all sold by Developer, Developer shall be responsible for maintaining the main access road to Tracts 55, 56, 57 and 58, however, Developer has no obligation to plow or remove snow. Once Tracts 55, 56, 57 & 58 are sold by the Developer the maintenance of the access road to the Lonewood Meadows Owners' Association Tracts 55, 56, 57 & 58, which road is

described by an Easement recorded September 10, 1984, in M Book 4 of Records, Page 9828, and a 40 foot access easement along the southern portion of Certificate of Survey No. 275170, shall be the responsibility of the Lonewood Meadows Owners' Association. The Association shall have the sole discretion to determine what road maintenance will be performed. Nothing herein shall prohibit a Tract Owner from performing their own maintenance on a road so long as such maintenance is consistent with proper road construction and maintenance standards.

3.5. Obstructions. No gates or obstructions shall be placed upon or block any road unless approved by all Owners using the road for access to their property. Any Owner may place, at Owner's expense, a cattle guard on a road easement if the cattle guard is approved by the Owners and a gate is installed on one side of the cattle guard for livestock, horses, or for persons using the road. Approved cattle guards in any access road must be placed where such road passes through such Tract Owner's boundary.

3.6. Set Backs. All dwellings and other buildings, not including access roads, fences, and utilities, must be set back at least 50 feet from the Tract boundary line or road right of way boundary if the Tract boundary line is within the road right of way.

3.7. Public Services Access. All roads will be open at all times to persons and vehicles providing public services, including but not limited to the fire and sheriff's department, ambulance, county sanitarian, delivery companies and electrical, plumbing and building inspectors and the agents and invitee of a Tract Owner.

SECTION 4. FENCING AND TRESPASS:

4.1. Fence in Livestock. Any Tract Owner must fence in their livestock. The Developer, the Association, and the Tract Owners shall not be required to participate in or pay for the construction of partition fences between Tracts. Tract Owners desiring to fence their land must bear the expense of fencing unless they can arrange to have their neighbor(s) voluntarily participate in the construction of partition fences.

4.2. Trespass. No Owner may bring an action for trespass of livestock unless that Owner has a lawful and maintained fence around the perimeters of the Owner's Tract.

SECTION 5. GENERAL RESTRICTIONS ON ALL PROPERTIES:

5.1. Owner's Livestock. Any animals kept by an Owner must be kept within the boundaries of the Owner's Tract. No Tract Owner may operate a hog farm, livestock feed lot, or commercial poultry farm or conduct any other activities that cause an accumulation of manure on any Tract. Corrals, a barn, and livestock facilities near the Owner's dwelling are allowed, so long as manure is not allowed to accumulate. No Owner may allow animals, dogs or other household pets to run at large.

5.2. Commercial Uses. No Tracts may be used for Commercial Purposes, except as follows:

5.2.1. Normal Agricultural Uses. Consistent with other restrictions in this Declaration, normal agricultural uses and activities, including the raising of horses or cattle in a husband-like manner for the purpose of selling to a third party; or agricultural uses such as the production and sale of any crop produced on any Tract shall be permitted, but said agricultural uses shall be restricted as follows:

(a) **Owner's Livestock.** Any animals kept by an Owner must be kept within the boundaries of the Owner's Tract. No Tract Owner may operate a hog farm, livestock feed lot, or commercial poultry farm or conduct any other activities that cause an accumulation of manure on any Tract. Corrals, a barn, and livestock facilities near the Owner's dwelling are allowed, so long as manure is not allowed to accumulate. No Owner may allow animals, dogs or other household pets to run at large.

5.2.2. Commercial Businesses. Small commercial businesses conducted in the dwelling or in an accessory building next to the dwelling are permitted. Such allowed commercial businesses include activities such as wood working, crafts, studios, offices for professional or consulting businesses and similar type family businesses that do not have non-family employees provided there are no signs anywhere on the Tract or Tract improvements relating to the commercial business or enterprises. However, nothing in this Paragraph shall be deemed to prevent: (a) Developer or its duly authorized agent from using any Tract owned by Developer as a sales office, sales model, property management office or rental office; or (b) any Owner or his duly authorized agent from renting or leasing any residential building for residential uses from time to time, subject to all of the provisions of this Declaration.

5.3. "For Sale" Sign Restriction. Any person subdividing a tract may not place a "For Sale" sign on any tract or near a tract until after October 1, 1998, or until the Developer sells all the Tracts subject to these covenants, whichever comes first.

5.4. Refuse and Junk Prohibited. Owners shall not dump or store refuse, junk, or garbage on any Tract or on any portion of the Property, nor shall Owners build, maintain, operate, or construct, or in any way cause or permit to be placed upon a Tract, any structure, facility, or condition that will cause the accumulation or existence of animal waste, junk, or a condition causing noxious or offensive odors or smoke. Garbage must be disposed of, at the Tract Owner's expense, in an approved governmental solid waste disposal facility or collected by a licensed solid waste disposal company.

5.5. Completion of Construction. Construction of any building or other structure on a Tract must be completed within eighteen (18) months from the date of start of construction, or it will be considered a nuisance, and may be removed or otherwise abated by the Tract Owners, at the sole cost and expense of the Owner of the Tract on which such building or other structure is situated. The Tract Owners may set shorter or longer periods of time for good cause shown.

5.6. Moveable Living Conveniences and Mobile Homes. No single wide mobile homes are allowed on the property subject to these Covenants. Double-wide mobile homes, moveable living conveniences, modular homes, or pre-built homes that meet United States Federal Housing specifications as non-mobile, permanent, residential homes are allowed. Any allowed mobile or moveable home placed on the property must be no older than five (5) years of the date it is placed on the property, be on permanent foundations, and have a pitched roof.

Nothing herein is intended to prohibit the Tract Owner or Tract Owner's guests from parking or using recreational vehicles on said property next to a permanent dwelling on a temporary basis. This provision does not prevent the Owner of a Tract from storing a recreational vehicle on the Tract.

5.7. Maintenance of Property. Each Owner shall maintain his Tract and improvements in good repair and appearance at all times. No Owner may overgraze their premises or allow manure to accumulate. Each Tract Owner shall be responsible for control and removal of noxious weeds on their Tract. In the event a Tract Owner does not remove noxious weeds on their Tract the other Tract Owners subject to these Covenants, or the applicable government authority (currently the county weed board) may enter

the Tract and take whatever steps necessary to remove noxious weeds at the expense of the Tract Owner.

5.8. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done or placed on any portion of the Property which is or may become a nuisance to others.

5.9. No Hazardous Activities. No activities shall be conducted on any portion of the Property and no improvements may be constructed on any portion of the Property which are or might be unsafe or hazardous to any person or property.

5.10. No Annoying Lights, Sounds or Odors. No light shall be emitted from any Tract or other portion of the Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Tract or other portion of the Property which is unreasonably loud or annoying including, but without limitation, speakers, horns, whistles, bells, or other sound devices; and no odors shall be emitted from any Tract or other portion of the Property which are noxious or offensive to others.

5.11. Sanitation requirements. No outside toilets or privies shall be permitted on any Tract, except during periods of construction. All toilet facilities must be part of the residence or other structure and shall be of modern flush type and connected with a proper septic tank system.

Sewage shall be disposed of only by and through a septic system of adequate dimension and capacity and of a type approved by the Board of Health of the State of Montana. No septic tank septic system or drain field of any kind shall be nearer than fifty (50) feet to any Tract line or road right of way if the Tract line is within the road right of way, and no sewage, waste water, trash, or debris shall be permitted to drain into any body of water in or adjacent to these Tracts.

SECTION 6. ENFORCEMENT AND MISCELLANEOUS PROVISIONS:

6.1. Declaration Attaches to the Land. These Covenants and Easements shall run with the land and shall be binding upon the present owners and all subsequent owners of any Tract.

6.2. Amendment of Declarations. This Declaration may be amended by a majority vote of the Tract owners. However, amendments affecting only the LONEWOOD MEADOWS OWNERS' ASSOCIATION, INC. provisions of this Declaration may be amended by a majority vote of the Tract Owner members of the Association, provided no Tract Owner not required to be a member of the Association by this Declaration may be forced into the

Association by amendment without the Tract Owner's consent. Each Tract shall have one vote. No amendment of these Declarations may change or increase the obligations or rights of Developer, without its express written consent, as the case may be. No amendment of these Declarations may diminish a Tract Owner's right of ingress and egress, or burden any Tract with additional easements. Any amendments must be executed in written and recordable form and recorded in the records of Lewis & Clark County, Montana.

6.3. Enforcement. The provisions of this Declaration, or any lawful amendments, may be enforced by the Association, by the Developer prior to the Turn Over Date, and by any Tract Owner by using either an action for damages arising out of a violation, an action to abate a nuisance, an action to restrain a threatened or prospective violation or restrain a continuing violation, or any other remedy permitted by law or equity. In any action for the enforcement of the Declarations, if the relief prayed for is granted in whole or in part, the person or entity bringing the action shall be entitled to recover necessary court costs for the action, including reasonable attorney's fees.

6.4. Annexation. This Declaration shall apply to all Final Plats or Certificates of Survey filed involving the Property described herein.

6.5. Severability. Should any provision of this Declaration be void or become invalid or unenforceable in law or equity by judgment, or court order, the remaining provisions hereof shall be and remain in full force and effect.

6.6. Additional Covenants, Conditions and Restrictions. Any Tract Owner may create additional, more restrictive CCRs on their Tract, so long as they do not create an additional burden on, or affect the rights of, the remaining Tract Owners. The Owners Association is not responsible for enforcing additional CCRs placed on a Tract by the Owner unless the Association affirmatively consents to the additional CCRs, and agrees to share in the enforcement along with the Tract Owners involved.

SECTION 7. MORTGAGE PROTECTION. A breach of any of these Covenants contained herein shall not render invalid the lien, encumbrance of any mortgage, or security interest on any Tract if such mortgage, lien, or security interest is made in good faith and for value. Further any lien for unpaid dues is junior and subject to any valid mortgage, encumbrance, or security interest in any Tract.

IN WITNESS WHEREOF, RED CREEK RANCH, INC. HAS SIGNED THIS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THE DATE
SET FORTH IN THE ACKNOWLEDGEMENT.

RED CREEK RANCH, INC.
a Colorado corporation

By: _____

Jerome J. LaLonde
Vice President

STATE OF MONTANA)

County of Sweet Grass)

SS.

This instrument was acknowledged before me on the 17th day
of October, 1996, by Jerome J. LaLonde, for Red Creek Ranch, Inc.

Shirley W. Noquist
Notary Public for the State of Montana
Residing at Big Timber, Montana
My Commission Expires: 1/20/99

SEAL

554641

PROPERTY DEPARTMENT CLK & REC
10/20/96 10:00 AM

96 OCT 24 PM 4:01

BOOK M 18 PAGE 6103

BY Shirley Noquist

7800



Amendments to By-Laws

Lakeview Ranch Owners Association November 17, 2003

AMENDMENT V

ARTICLE XIV

BUDGET AND DUES

2. Dues and Assessments

d.) Annual dues to the Association are due on December 31 in the year before the dues are assessed. Notice of these dues will be mailed on December 1. An overdue notice for dues not paid by December 31 will be mailed on January 5. A certified letter will be mailed on February 1 stating that unless dues are paid by February 20, a lien will be placed on the property. A lien will be filed at the Clerk and Records Office of Lewis & Clark County between February 20 and March 1. The lien will be for any unpaid balances, plus a fee for filing and processing the lien, plus any additional legal or administrative costs associated with the lien.

Lynn M. Bowman 11/17/03 Scott Newman 11-17-03
Lynn Bowman, President Date Scott Newman, Vice President Date

Scott Mercer 11/17/03 Linda Atkins 11-17-03
Scott Mercer Date Linda Atkins Date

Dick Whitaker 11/29/03
Dick Whitaker Date

Margaret S. Mitchell
Margaret S. Mitchell
Helena, MT
9-15-07



MARGARET S. MITCHELL
Notary Public for the
State of Montana
Residing at Helena, Montana
My Commission Expires
September 15, 2007

Leslie Mercer
collected the signatures.
Leslie Mercer

Cindy Yarberry
Lakeview Ranch Owners Association
P.O. Box 6602
Helena, MT 59604

First Amendment to the Declaration of Covenants, Conditions and Restrictions ("CCR's")

LAKEVIEW RANCH OWNERS ASSOCIATION
June 9, 2009

AMENDMENTS

Page 3, 3. **Association.** The terms "Association" or "Owners" shall mean and refer to the LAKEVIEW RANCH OWNERS ASSOCIATION, INC., A Montana nonprofit corporation, its successors and assigns. This corporation shall be a legal entity under Montana Law and have the right to sue and be sued under applicable State and Federal Law. Approval by the Association shall mean approval by the Association Board of Directors, or a committee appointed by the Association Directors, unless approval of Owner members is specifically required. The Association shall annually renew its corporate status with the Montana Secretary of State office.

Page 8, **Section 4.1.1 Minimum Square Footage.** Any residence constructed on a Tract must have at least 1000 square feet of living space on the main floor exclusive of patios, porches or garages. Any questions or variances from this standard must be answered or approved by the Association and the Developer.

Page 11, **Section 4.9** Owners are required to contact the Board of Directors prior to beginning excavation and/or construction of any residence or structure, excluding small structures under 600 square feet. Owner must provide a description of the residence or structure, a plan to complete the exterior within 18 months, and acknowledge compliance with sanitation, square footage and set back requirements of both the county and the Association. Any variances requested must be obtained in writing prior to beginning excavation and/or construction. Unusual circumstances need the Board's approval.

Page 11, **Section 5.1.1** Owners are prohibited from accumulating and storing quantities of garbage, dismantled vehicles and other assorted junk on their property.





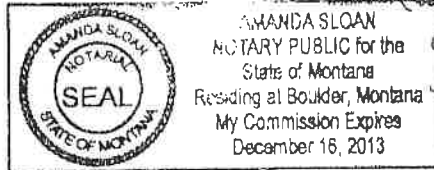
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First Amendment to the Declaration of Covenants, Conditions and Restrictions ("CCR's") - 2

Judy Trevor
Judy Trevor, President

4-29-10
Date

State of MT
Lewis & Clark County
Subscribed and sworn to
(affirmed) before me on 29th
day of April, 2010 by
Judy Trevor, President

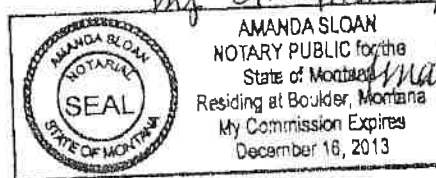


Amanda Sloan

Ann Melvin
Ann Melvin, Vice-President

4-23-2010
Date

State of MT
Lewis & Clark County
Subscribed and sworn to (affirmed)
before me on 23rd day of April, 2010
by Ann Melvin Vice-President

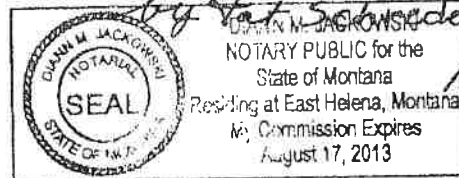


Amanda Sloan

Kat Schroeder
Kat Schroeder, Secretary-Treasurer

4/23/10
Date

State of Montana
Lewis & Clark County
Subscribed & sworn to (affirmed)
before me on 23rd Day of April 2010
by Kat Schroeder, Secretary Treasurer.

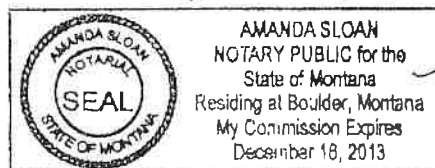


Dawn M. Jackowski

Cindy Yarberry
Cindy Yarberry, Director

4/22/10
Date

State of MT
Lewis & Clark County
Subscribed and sworn to (affirmed)
before me on 22nd day of April 2010
by Cindy Yarberry, Director.



Amanda Sloan

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LAKEVIEW RANCH OWNERS ASSOCIATION

THIS DECLARATION is made this 17th day of October, 1996, by RED CREEK RANCH, INC., a Colorado Corporation, registered to do business in Montana, d/b/a Lakeview Ranch, 720 Peakview Drive, Bozeman, Montana, 59715, hereinafter called the "Developer" or "Declarant".

RECITALS

RED CREEK RANCH, INC. owns property located in Township 11 North, Range 2 West, Lewis & Clark County, Montana, described as follows:

TOWNSHIP 11 NORTH, RANGE 2 WEST, PMM
LEWIS & CLARK COUNTY, MONTANA

Section 14:

Tract 1-N $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 675)
Tract 2-S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 677)
Tract 3-N $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 673)
Tract 4-S $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 674)
Tract 5-N $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 573)
Tract 6-S $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 674)
Tract 7-N $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 678)
Tract 8-S $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 676)

Section 15:

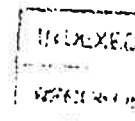
Tract 9-N $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 673)
Tract 10-S $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 678)
Tract 11-N $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 675)
Tract 12-S $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 676)
Tract 59-SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ (Ref: 7 Patents 322)

Section 21:

Tract 60-NE $\frac{1}{4}$ (Ref: 268 Deeds 629)
Tract 61-SE $\frac{1}{4}$ (Ref: 268 Deeds 629)

Section 22:

Tract 13-N $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 678)
Tract 14-S $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 676)
Tract 15-N $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 675)
Tract 16-S $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 677)
Tract 17-N $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 675)
Tract 18-S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 677)
Tract 19-N $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 673)
Tract 20-S $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 674)
Tract 21-N $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 673)



554640
PROPERTY CLERK & REC
LEWIS & CLARK CO
OCT 24 PM 4:00
BOOK 118 PAGE 6102
BY Sherry M. [Signature]
8400
200

Tract 22-S $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 674)
 Tract 23-N $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 678)
 Tract 24-S $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 676)
 Tract 25-N $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ (Ref: 287 Deeds 673)
 Tract 26-S $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ (Ref: 287 Deeds 674)
 Tract 27-N $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ (Ref: 287 Deeds 678)
 Tract 28-S $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ (Ref: 287 Deeds 676)
 Tract 29-N $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 678)
 Tract 30-S $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 676)
 Tract 31-N $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 675)
 Tract 32-S $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 677)
 Tract 33-N $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 675)
 Tract 34-S $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 677)
 Tract 35-N $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 673)
 Tract 36-S $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ (Ref: 287 Deeds 674)

Section 23:

Tract 37-N $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 678)
 Tract 38-S $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 676)
 Tract 39-N $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 675)
 Tract 40-S $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 677)
 Tract 41-N $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 675)
 Tract 42-S $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 677)
 Tract 43-N $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 673)
 Tract 44-S $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ (Ref: 287 Deeds 674)
 Tract 45-N $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 673)
 Tract 46-S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 674)
 Tract 47-N $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 678)
 Tract 48-S $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 676)
 Tract 49-N $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 678)
 Tract 50-S $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 302 Deeds 421)
 Tract 51-N $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ (Ref: 287 Deeds 675)
 Tract 52-S $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM deed for highway in
 Book 255 Deeds, page 184, AND ALSO EXCEPTING THEREFROM
 C.O.S. No. 251360. (Ref: 287 Deeds 677)

Section 27:

Tract 53-W $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ (Ref: 287 Deeds 676)
 Tract 54-E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM deed for highway in
 Book 255 Deeds, page 182. (Ref: 287 Deeds 673)

These Covenants, Conditions and Restrictions ("CCRs") will apply
 to above described real property including any Final Plats,
 Retracement Surveys or Certificates of Survey as approved by and
 filed in Lewis & Clark County encompassing the real property
 described above.

NOW THEREFORE, Declarant hereby declares the above described real property, shall be held, sold and conveyed subject to the following Covenants, Conditions and Restrictions (hereinafter called "CCRs" or "Declarations") and these Declarations will bind all the owners, Declarant, grantees, heirs, successors, and assigns of the owners and any future owners of the above described real property.

DEFINITIONS

1. **Accessory Building.** A building, such as a garage, barn, or tack shed, detached from a dwelling and used for purposes which are incidental and subordinate to a residential, agricultural or permitted commercial uses.
2. **Agricultural Use.** The practice of the science or art of cultivating the soil, growing fruits, vegetables or crops and raising or grazing of domestic livestock or poultry, for personal use, but specifically excluding a feedlot or a commercial poultry farm.
3. **Association.** The terms "Association" or "Owners Association" shall mean and refer to the LAKEVIEW RANCH OWNERS ASSOCIATION, INC., A Montana nonprofit corporation, its successors and assigns. This nonprofit corporation shall be a legal entity under Montana Law and have the right to sue and be sued under applicable State and Federal Law. Approval by the Association shall mean approval by the Association Board of Directors, or a committee appointed by the Association Directors, unless approval of Owner members is specifically required.
4. **Commercial Use.** Any enterprise or enterprises of any kind engaged in for a profit.
5. **Declaration.** The term "Declaration" shall mean and refer to these Declaration of Covenants, Conditions and Restrictions, including lawful amendments. The term "CCRs" refers to this Declaration.
6. **Developer.** The Declarant is the "Developer", Red Creek Ranch, Inc. a Corporation, its successors and assigns, with its principal place of business in Montana is 720 Peakview Drive, Bozeman, Montana 59715.
7. **Dwelling.** A single family residence, designed for and used as permanent living quarters having sleeping, cooking and complete sanitary facilities.

8. **Guest House.** A building for use as temporary living quarters by guests of owner or a dwelling which is clearly incidental or subordinate to a dwelling situated on the same tract of land. The guest house may have light cooking facilities including a refrigerator, but may not be used as a permanent dwelling.

9. **Industrial Use.** The processing, manufacture, production, sale or bulk storage of non-agricultural raw materials. Wood working, crafts, art work, sculpture, and small home businesses enclosed in a single accessory building next to the dwelling are not considered industrial uses and such activities are intended to be permitted commercial uses.

10. **Junk Area.** The use of land for the wrecking, dismantling and/or storage of junk, including, but not limited to, garbage, inoperable motor vehicles and scrap materials of every sort.

11. **Mortgage.** The term "Mortgage" shall mean and refer to a mortgage, trust indenture, deed of trust or any other security arrangement encumbering a Tract, including a contract for deed.

12. **Mortgagee.** The term "Mortgagee" shall mean and refer to the mortgagee under a mortgage, the beneficiary of a deed of trust, contract seller, or beneficiary under a Montana Trust Indenture.

13. **Owner.** The term "Owner" shall mean and refer to the record owner, including Tracts owned by the Developer, whether one (1) or more persons or entities, of fee simple title to any Tract which is a part of the Property and is subject to this Declaration, including contract purchasers who have a possessory interest pursuant to their contract to purchase, but excluding contract sellers or mortgagees or persons having such interest merely as security for the performance of an obligation. Owner(s) shall include an owner or owners of any subdivided Tract.

If the Developer or any Tract owner sells a Tract, the Seller will still be considered Owner of the Tract, until a deed, notice of purchaser's interest, or abstract of contract for deed, containing the address of the new owner, is recorded with the County Clerk & Recorder and a copy of the recorded document delivered to the Association. A Contract Seller or Vendor is jointly and severally responsible along with the Vendee or Purchaser for performance of these CCRs, including the payment of dues and assessments.

14. **Property.** The term "Property" shall mean and refer to Plats, retracement surveys, certificates of survey, proved and filed regarding the above described real property.

15. **Recreational Vehicle.** A vehicle, with self-contained sanitary facilities, designed for use as a temporary dwelling for travel, recreation and vacation use; provided, that a recreational vehicle occupied on a Tract for longer than sixty days (60) in any one year shall be deemed to be a prohibited mobile home.

16. **Residential Use.** The occupying of a dwelling for living purposes.

17. **Signs.** Any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from outside the building on which it is situated, which identifies, advertises, displays or otherwise attracts attention to either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing or happening of whatever nature, and by any means, including words, letters, numerals, figures, designs, symbols, fixtures, colors, mottos, illumination, projection, contrast, conspicuous and the like.

18. **Single Family.** One or more persons living together as a single, non-profit, house-keeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune and the like.

19. **Subdivision.** Any division of land, or land so divided, resulting in the creation of two or more tracts of land out of a single, larger tract in order that title to, possession or occupancy of the tract(s) so created may be sold, rented, leased or otherwise conveyed, transferred or used separately and shall include any re-subdivision. Subdivision shall include the creation or attempted creation of two or more tracts out of a larger tract from whatever process or procedure including court order or lien foreclosure.

20. **Tract.** The term "Tract" or "Lot" shall mean and refer to any part, plot, lot or Tract of land of the property which is or has been made subject to this Declaration and is shown as a separate lot or tract upon any recorded deed, final plat, or certificate of survey or which can be lawfully transferred as a unit unto itself.

21. **Turn-over date.** The "turn-over date" is the date on which the Developer elects, at its discretion, to turn over certain responsibilities to the homeowners' association. This date shall be no earlier than the date on which 80% of the lots are sold and all access roads, main telephone lines and power main lines are completed and no later than when 100% of the lots are sold

provided said improvements are completed.

SECTION 1: OWNERS ASSOCIATION: Each Owner of a Tract within this development will be required to belong to the Owners' Association. The Owner of any allowed subdivided Tract shall also be a member of the Owners' Association. The Owner of any Tract, including any allowed newly created Tract, shall be entitled to one vote per Tract owned as a member of the Association and shall be required to pay the annual dues to the Association.

1.1 Rules and Regulations. No owner shall violate the rules and regulations for the use of the Tracts and the Property as set forth in these CCRS or adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Tract by the owner thereof.

1.2 Dues to Association. The Association shall charge dues to each Tract to meet the duties and obligations of the Association. Any such dues or charges are a personal obligation of the Tract Owner. Each Tract Owner must pay all properly levied dues to the Association. The Association may file a lien against a Tract for any dues or charges that are delinquent. Until the "turn-over date", the Developer is exempt from paying dues on Tracts still owned by the Developer. Following the "turn-over date" the Developer will pay dues on all Tracts owned by the Developer.

1.3 Annual Dues. To cover the costs of meeting the Association's obligations, annual dues for each Tract (whether or not more than one Tract is owned by one owner) shall be \$75.00 per year until changed by the Board of Directors of the Association. The Board of Directors shall prepare a proposed annual budget setting forth the expected annual dues for the upcoming year, which proposed budget shall be presented to the members for discussion and voting at the annual meeting of the members of the association.

SECTION 2: SUBDIVISION & SIZE OF TRACTS.

2.1 Tracts 52, 53, and 54 may be further subdivided.

2.2 Tracts 1 through 51 may not be further subdivided.

2.3 Tract 59, 60 & 61 may be further subdivided, but no subdivided Tract may be less than twenty (20) acres.

SECTION 3: ROAD AND UTILITY EASEMENTS.

3.1 Road Easements. The Developer reserves to itself and its assigns and grants to all Tract Owners a perpetual right of way for ingress and egress on the road system set forth in the Attached Exhibit A. The road right of ways for the road system shall be sixty (60') feet wide measured as being thirty (30') feet on either side of the as-built roads. The roads shall have a road surface of twenty or twenty four feet. The location of these access roads may vary depending upon the physical topographical characteristics of the as-built location. In some cases the road system may divide a Tract. The Developer will obtain an Easement from the United States (Bureau of Land Management) to Tract 59 and this easement shall be part of the road system maintained by the Association. The road rights of way will be surveyed showing the location. The Developer reserves the right to file of record in Lewis and Clark County a plat or certificate of survey showing the location of the roads shown on the attached Exhibit A in which case the perpetual right of ingress and egress on the road system granted herein shall be on the easements shown on any filed plat or certificates of survey. Until the Developer completes the road system any Tract Owner may use existing roads and trails. Until the Developer completes the road system, in the event there is not an existing road or trail to a Tract, the Tract Owner may use a reasonable route across a neighboring Tract or Tracts from an existing road or trail to access the Tract Owner's Tract from the public road. Once the road system is completed Tract Owners must use the road system for accessing their Tracts and shall not use existing roads or trails or other routes which vary from the as-built road system. All roads will be completed in 1997.

3.2 Maintenance of Roads. Until the "Turn-over date" the Developer will be constructing and maintaining all roads except public roads. Following the "Turn-over date" the Association is responsible for maintaining the roads. The Association shall have the sole discretion to determine what road maintenance will be performed by the Association within the terms of the Association's budget. Nothing herein shall prohibit a Tract Owner from performing their own maintenance on the road so long as such maintenance is consistent with proper road construction and maintenance standards.

3.3 Snow removal. The Developer and the Association have no obligation to plow snow on the access roads or the County Road. Nothing herein will prevent the Owners living in the area from reaching a mutual agreement to share the costs of snow plowing.

3.4 Utility Easements. The Developer reserves to itself and its assigns, and grants to all Tract Owners, utility easements to and across each Tract as follows: Common utilities, including telephone, cables and power, may be placed in any road right of way and in a strip of land thirty (30) feet adjacent to a road right of way; and along a thirty foot (30') wide strip adjacent to exterior Tract boundaries, and on any utility easements located on the Certificate of Survey(s); or any combination of the above methods and easements. Utility lines must be buried.

3.5 Obstructions. No gates or obstructions shall be placed upon or block any road unless approved by the Association and by all Owners using the road for access to their property. Any Owner may place, at Owner's expense, a cattle guard on a road easement if the cattle guard is approved by the Association and a gate is installed on one side of the cattle guard for livestock, horses, or for persons using the road. Approved cattle guards in any access road must be placed where such road passes through such Tract Owner's boundary.

3.6 Roads and Driveways. All roads will be open at all times to persons and vehicles providing public services, including but not limited to the fire and sheriff's department, ambulance, county sanitarian, delivery companies and electrical, plumbing and building inspectors and the agents and invitee of a Tract Owner.

SECTION 4: USES ALLOWED, BUILDING RESTRICTIONS, TIMBER CUTTING AND SET BACK REQUIREMENTS.

4.1 Residential Density. Tracts 1 through 51 and any subdivided Tracts within Tracts 59, 60 and 61 shall be used primarily for single family residential purposes. On Tracts 1 through 51 and on any subdivided Tracts within Tracts 59, 60 and 61, there shall be no more than one (1) single family residence, however each dwelling may also have an appurtenant, non-commercial guest house. Accessory buildings are also allowed.

4.1.1 Minimum Square Footage. Any residence constructed on a Tract must have at least 1000 square feet of living space on the main floor exclusive of patios, porches or garages. Any questions or variances from this standard must be answered or approved by the Association and the Developer.

4.1.2 Moveable Living Conveniences and Mobile Homes. Except as provided in herein, no trailers, mobile homes, or other moveable living conveniences shall be lived in upon the property. This restriction does not prevent pre-built

homes on permanent foundations that meet United States Federal Housing specifications as non-mobile, permanent, residential homes. Nothing herein is intended to prohibit the Tract Owner or Tract Owner's guests from parking or using recreational vehicles on said property next to a permanent dwelling on a temporary basis. This provision does not prevent the Owner of a Tract from storing a recreational vehicle on the Tract. Any allowed mobile or moveable home placed on the property must be no older than five (5) years of the date placed on the property, be on permanent foundations, and have a pitched roof.

4.1.3 Recreational Vehicles. Each Tract Owner may live in a recreational vehicle for up to 60 days in any calendar year so long as health and sanitary laws regulating sewage and waste disposal are followed by the Tract Owner using the recreational vehicle. No recreational vehicle may be stored or left on a Tract unless it is next to a permanent dwelling. No sewer waste may be dumped or deposited on any Tract unless it is in an approved septic tank.

4.2 Commercial Uses. No Tracts may be used for Commercial Purposes, except as follows:

4.2.1 Tracts 52, 53, and 54. Tracts 52, 53, and 54 may be used for Commercial Purposes consistent with any zoning or land use restrictions of Lewis and Clark County.

4.2.2 Commercial Businesses. Small commercial businesses conducted in the dwelling or in an accessory building next to the dwelling are permitted. Such allowed commercial businesses include activities such as wood working, crafts, studios, offices for professional or consulting businesses and similar type family businesses that do not have non-family employees, provided there are no signs anywhere on the Tract or Tract improvements relating to the commercial business or enterprises. However, nothing in this Paragraph shall be deemed to prevent: (a) Developer or its duly authorized agent from using any Tract owned by Developer as a sales office, sales model, property management office or rental office; or (b) any Owner or his duly authorized agent from renting or leasing any residential building for residential uses from time to time, subject to all of the provisions of this Declaration.

4.3 Normal Agricultural Uses. Normal agricultural uses and activities, including the raising of horses or cattle in a husband-like manner for the purpose of selling to a third party; or agricultural uses such as the production and sale of any crop

produced on any Tract shall be permitted, but said agricultural uses shall be restricted as follows:

4.3.1 **Owner's Livestock.** Any animals kept by an Owner must be kept within the boundaries of the Owner's Tract. No Tract Owner may operate a hog farm, livestock feed lot, or commercial poultry farm or conduct any other activities that cause an accumulation of manure on any Tract. Corrals, a barn, and livestock facilities near the Owner's dwelling are allowed, so long as manure is not allowed to accumulate. No Owner may allow animals, dogs or other household pets to run at large.

4.4 **Set Backs.** All dwellings and other buildings, not including access roads, fences, and utilities, must be set back at least 50 feet from any Tract boundary line or road right of way boundary if the Tract boundary line is within the road right of way.

4.5 **Sanitation requirements.** No outside toilets or privies shall be permitted on any Tract, except during periods of construction. All toilet facilities must be part of the residence or other structure and shall be of modern flush type and connected with a proper septic tank system.

4.5.1 Sewage shall be disposed of only by and through a septic system of adequate dimension and capacity and of a type approved by the Board of Health of the State of Montana. No septic tank septic system or drain field of any kind shall be nearer than fifty (50) feet to any Tract line or road right of way if the Tract line is within the road right of way, and no sewage, waste water, trash, or debris shall be permitted to drain into any body of water in or adjacent to these Tracts.

4.6 **Completion of Construction.** Construction of any building or other structure on a Tract must become completed within eighteen (18) months from the date of start of construction, or it will be considered a nuisance, and may be removed or otherwise abated by the Association, at the sole cost and expense of the Owner of the Tract on which such building or other structure is situated. The Association may set shorter or longer periods of time for good cause shown.

4.7 **Timber Cutting.** An Owner may clear a building site of timber and shrubs and is encouraged to create fire safe zones around buildings. No other timber cutting is allowed which adversely affects the aesthetic quality of a Tract or Tracts.

4.8 Signs. Signs are not allowed, except a sign no larger than nine square feet identifying the architect and the prime contractor during the course of construction, and a sign no larger than nine square feet for the Owner to advertise his home or Tract for sale. No signs or advertising devices, including, but without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Association as to size, materials, color, and location: (a) as necessary to identify ownership of the Tract and its address; (b) as necessary to give directions; (c) necessary to advise of rules and regulations; (d) necessary to caution or warn of danger; and (e) as may be required by law.

SECTION 5: GENERAL RESTRICTIONS THAT APPLY TO ALL PROPERTY SUBJECT TO THESE COVENANTS.

5.1 Maintenance of Property. Each Owner shall maintain his Tract and improvements in good repair and appearance at all times. No Owner may overgraze their premises or allow manure to accumulate. Each Tract Owner shall be responsible for control and removal of noxious weeds on their Tract. In the event a Tract Owner does not remove noxious weeds on their Tract the Developer prior to the "turn-over date" and Owners' Association, or its agents, after the turn-over date, or the applicable government authority (currently the county weed board) may enter the Tract and take whatever steps necessary to remove noxious weeds at the expense of the Tract Owner.

5.2 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done or placed on any portion of the Property which is or may become a nuisance to others.

5.3 No Hazardous Activities. No activities shall be conducted on any portion of the Property and no improvements may be constructed on any portion of the Property which are or might be unsafe or hazardous to any person or property.

5.4 No Annoying Lights, Sounds or Odors. No light shall be emitted from any Tract or other portion of the Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Tract or other portion of the Property which is unreasonably loud or annoying including, but without limitation, speakers, horns, whistles, bells, or other sound devices; and no odors shall be emitted from any Tract or other portion of the Property which are noxious or offensive to others.

SECTION 6: ENFORCEMENT.

6.1 **Declaration Attaches to the Land.** These Covenants, Conditions, and Restrictions, and Easements shall run with the land and shall be binding upon the present owners and all subsequent owners of any Tract.

6.2 **Amendment of Declarations.** These Declarations may be amended by a majority vote of the Tract Owners. Each Tract shall have one vote. No amendment of these Declarations may change or increase the obligations or rights of the Developer without its express written consent, as the case may be. No amendment of these Declarations may diminish a Tract Owner's right of ingress and egress.

6.3 **Enforcement.** The provisions of this Declaration, or any lawful amendments, may be enforced by the Association, by the Developer prior to the Turn-Over Date, and by any Tract Owner by using either an action for damages arising out of a violation, an action to abate a nuisance, an action to restrain a threatened or prospective violation or restrain a continuing violation, or any other remedy permitted by law or equity. In any action for the enforcement of the Declarations, if the relief prayed for is granted in whole or in part, the person or entity bringing the action shall be entitled to recover necessary court costs for the action, including reasonable attorney's fees.

6.4 **Severability.** Should any provision of this Declaration be void or become invalid or unenforceable in law or equity by judgment, or court order, the remaining provisions hereof shall be and remain in full force and effect.

SECTION 7: MORTGAGE PROTECTION. A breach of any of these Covenants, Conditions and Restrictions contained herein shall not render invalid the lien, encumbrance of any mortgage, or security interest on any Tract if such mortgage, lien, or security interest is made in good faith and for value. Further any lien for unpaid dues is junior and subject to any valid mortgage, encumbrance, or security interest in any Tract.



IC. 768 P23 4 4069225752

NO. 765 Page 2

[illegible]

LEWIS AND CLARK COUNTY, MT.
 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717

PREPARED BY RIES SURVEYING
AND GREEN MEADOW DR.
ITLAKA, VT 58602

IN WITNESS WHEREOF, RED CREEK RANCH, INC. HAS SIGNED THIS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THE DATE
SET FORTH IN THE ACKNOWLEDGEMENT.

RED CREEK RANCH, INC.
a Colorado corporation

By: _____

Jerome J. LaLonde
Jerome J. LaLonde
Vice President

STATE OF MONTANA)

County of Sweet Grass)

ss.

This instrument was acknowledged before me on the 17th day
of October, 1996, by Jerome J. LaLonde, for Red Creek Ranch, Inc.

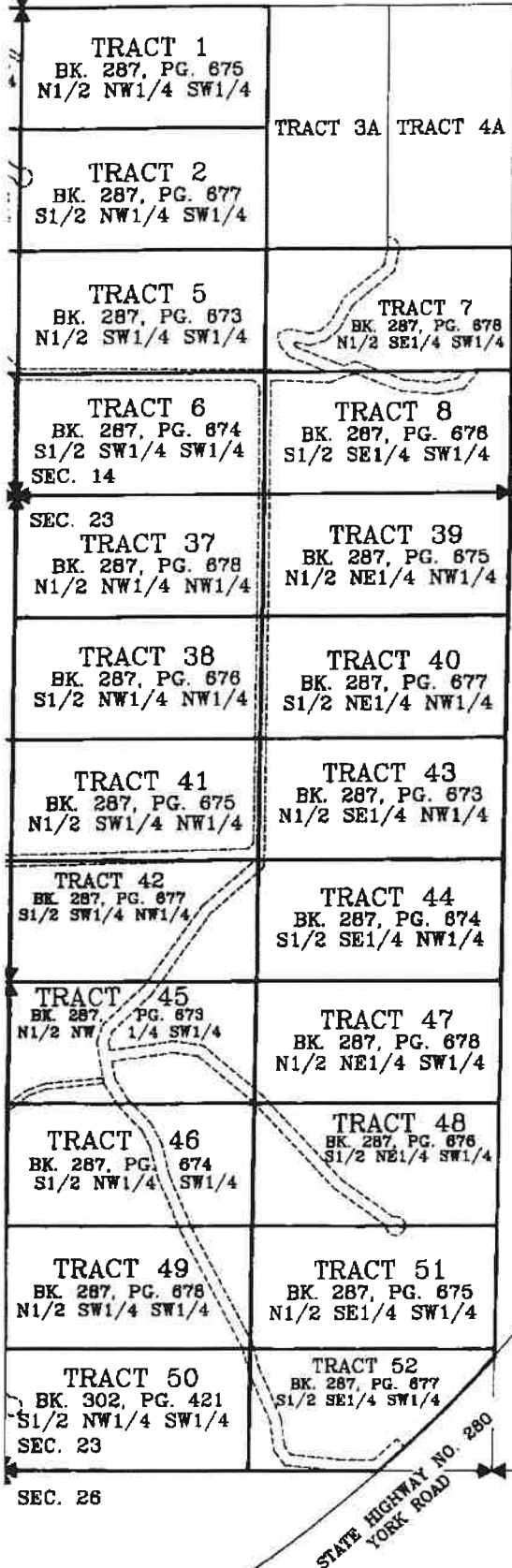


Shirley W. Norquist
Notary Public for the State of Montana
Residing at Big Timber Montana
My Commission Expires: 12/20/99

OF SURVEY

PURPOSE: (1) CREATE A 60 FOOT PRIVATE ACCESS & UTILITY EASEMENT; (2) CREATE A 15 FOOT PEDESTRIAN & EQUESTRIAN EASEMENT

FOR: RED CREEK RANCH INC.



LEGEND

✖ SECTION CORNER
✖ 1/4 CORNER

----- 60' PRIVATE ACCESS & UTILITY EASEMENT

CERTIFICATE OF EXAMINING LAND SURVEYOR

REVIEWED FOR ERRORS AND OMISSIONS THIS _____

DAY OF _____, 199____,
PURSUANT TO SECTION 76-3-611(2)(A), MCA.

EXAMINING LAND SURVEYOR
REG. NO. _____

CERTIFICATE OF SURVEYOR



STEPHEN J. RIES R.S. (47255)

PREPARED BY RIES SURVEYING
6850 GREEN MEADOW DR.
HELENA, MT 59602

1/4	SEC.	T.	R.
☐	14	11N	2W
☐	15	11N	2W
☐	22	11N	2W
☐	23	11N	2W
☐	27	11N	2W

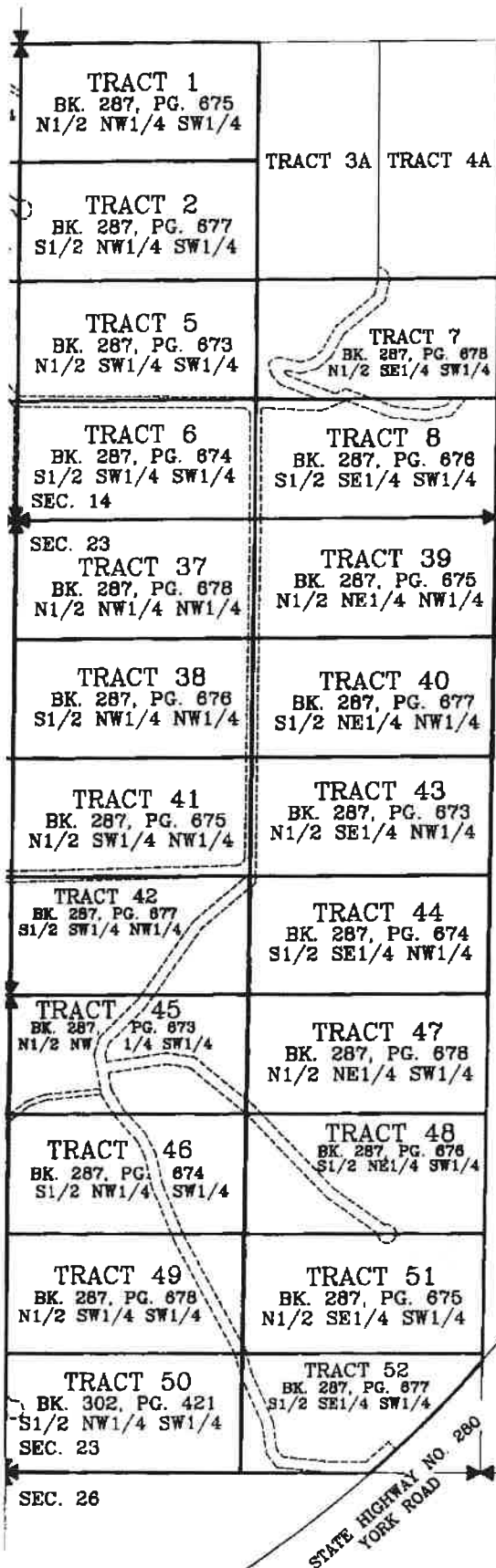


P.M.M.; LEWIS AND CLARK COUNTY, MT.
600 0 600 1200 1800
GRAPHIC SCALE - FEET

OF SURVEY

PURPOSE: (1) CREATE A 60 FOOT PRIVATE ACCESS & UTILITY EASEMENT; (2) CREATE A 15 FOOT PEDESTRIAN & EQUESTRIAN EASEMENT

FOR: RED CREEK RANCH INC.



LEGEND

✦ SECTION CORNER

✧ 1/4 CORNER

----- 60' PRIVATE ACCESS & UTILITY EASEMENT

CERTIFICATE OF EXAMINING LAND SURVEYOR

REVIEWED FOR ERRORS AND OMISSIONS THIS _____

DAY OF _____, 199____
PURSUANT TO SECTION 76-3-611(2)(A), MCA.

EXAMINING LAND SURVEYOR
REG. NO. _____

CERTIFICATE OF SURVEYOR



STEPHEN J. RIES R.S. (41255)

PREPARED BY RIES SURVEYING
6850 GREEN MEADOW DR.
HELENA, MT 59602

1/4	SEC.	T.	R.
	14	11N	2W
	15	11N	2W
	22	11N	2W
	23	11N	2W
	27	11N	2W



P.M.M.; LEWIS AND CLARK COUNTY, MT.

600 0 600 1200 1800

GRAPHIC SCALE - FEET

i/T

FOOT ACCESS & UTILITY
M 20, PG. 106)

OT PRIVATE ACCESS &
(C.O.S. NO. 554945/E)

3
178
1/4

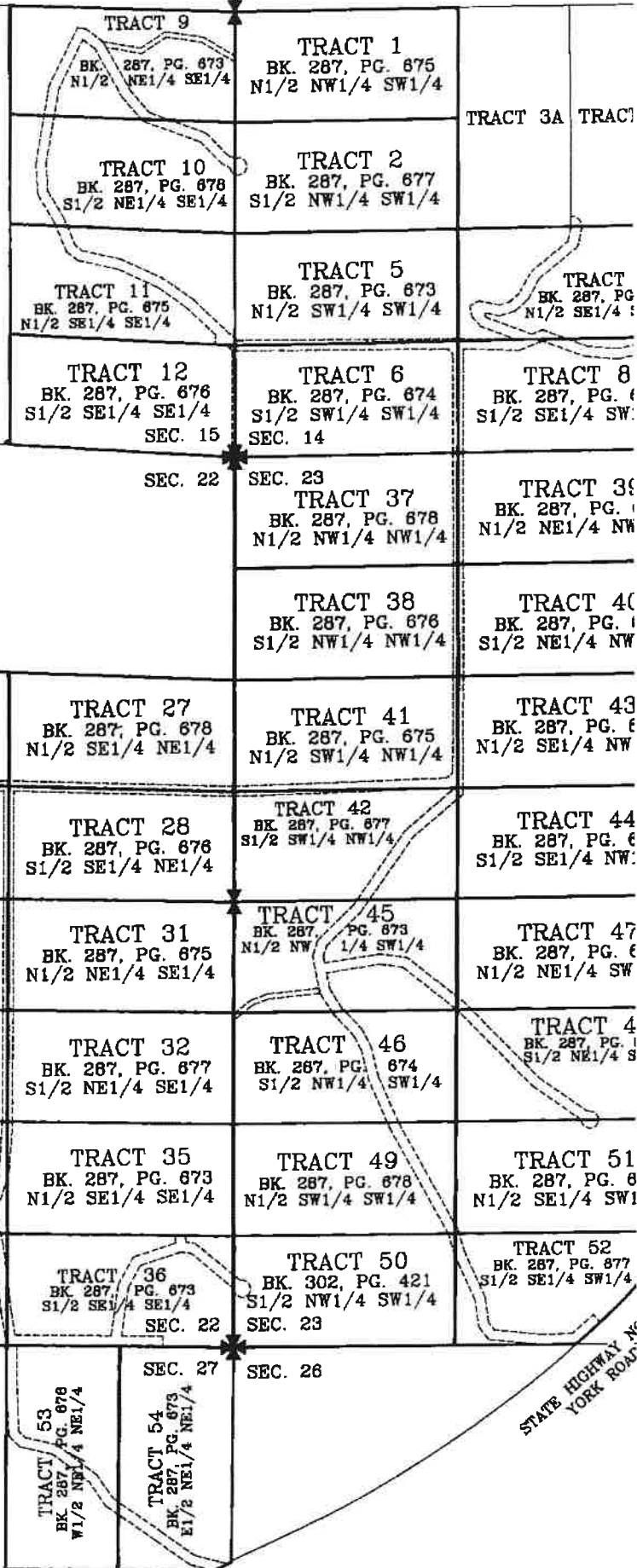
1
176
1/4

1
175
1/4

3
177
1/4

73
/4

74
/4



574 177/R.

PAULETTE DEHART CLK & REG
LEWIS & CLARK CO

93 JAN 23 AM 11:03

BOOK M PAGE

B. Shirley M. DeHart

550
+450.00

CERTIFICATE

TRACT C
(TRACT 60)
C.O.S. NO. 554945/ETRACT D
(TRACT 61)
C.O.S. NO. 554945/ETRACT 59
C.O.S. NO. 571406/T

SEC. 18

SEC. 15

SEC. 21

SEC. 22

RECORDED 20 FOOT ACCESS & UTILITY
EASEMENT (BK. M 20, PG. 108)RECORDED 60 FOOT PRIVATE ACCESS &
UTILITY EASEMENT (C.O.S. NO. 554945/E)TRACT 13
BK. 287, PG. 678
N1/2 SW1/4 NW1/4TRACT 15
BK. 287, PG. 675
N1/2 SE1/4 NW1/4TRACT 25
BK. 287, PG. 673
N1/2 SW1/4 NE1/4TRACT
BK. 287, PG.
N1/2 SE1/4TRACT 14
BK. 287, PG. 676
S1/2 SW1/4 NW1/4TRACT 16
BK. 287, PG. 677
S1/2 SE1/4 NW1/4TRACT 26
BK. 287, PG. 674
S1/2 SW1/4 NE1/4TRACT
BK. 287, PG.
S1/2 SE1/4TRACT 17
BK. 287, PG. 675
N1/2 NW1/4 SW1/4TRACT 19
BK. 287, PG. 673
N1/2 NE1/4 SW1/4TRACT 29
BK. 287, PG. 678
N1/2 NW1/4 SE1/4TRACT
BK. 287, PG.
N1/2 NE1/4TRACT 18
BK. 287, PG. 677
S1/2 NW1/4 SW1/4TRACT 20
BK. 287, PG. 674
S1/2 NE1/4 SW1/4TRACT 30
BK. 287, PG. 676
S1/2 NW1/4 SE1/4TRACT
BK. 287, PG.
S1/2 NE1/4TRACT 21
BK. 287, PG. 673
N1/2 SW1/4 SW1/4TRACT 23
BK. 287, PG. 678
N1/2 SE1/4 SW1/4TRACT 33
BK. 287, PG. 675
N1/2 SW1/4 SE1/4TRACT
BK. 287, PG.
N1/2 SE1/4TRACT 22
BK. 287, PG. 674
S1/2 SW1/4 SW1/4TRACT 24
BK. 287, PG. 676
S1/2 SE1/4 SW1/4TRACT 34
BK. 287, PG. 677
S1/2 SW1/4 SE1/4TRACT
BK. 287, PG.
S1/2 SE1/4

SEC. 21

SEC. 22

SEC. 28

SEC. 27

TRACT 53
BK. 287, PG. 678
N1/2 NE1/4 NE1/4DATE: DECEMBER 10, 1997
DRAFTED BY: CJR

OF SURVEY

ACCESS & UTILITY EASEMENT;
AN & EQUESTRIAN EASEMENT

B.L.M. PROPERTY

N 89°57'26"E

656.97'

656.97'

FND. 1/2" REBAR W/Y.P.C. (2354S)
SET 5/8" REBAR W/ 2" ALUM. CAP
(RIES-4125S), CENTER 1/4 CORNER
SECTION 14

LEGEND

- SET 5/8" REBAR W/Y.P.C. (RIES-4125S)
- SET 5/8" REBAR W/2" ALUM. CAP [4125S (1/16 CORNER)]
- ▲ SET 5/8" REBAR W/1 1/2" ALUM. CAP [4125S (1/64 COR.)]
- △ SET 5/8" REBAR W/1 1/2" ALUM. CAP [4125S (REF. MON.)]
- SET 5/8" REBAR W/Y.P.C. [RIES-4125S (1/64 CORNER)]
- SET 5/8" REBAR W/Y.P.C. [RIES-4125S (1/16 CORNER)]
- CALCULATED POSITION, NOTHING FOUND OR SET
- RIGHT-OF-WAY LIMIT OF PRIVATE ACCESS & UTILITY EASEMENT

TRACT 3-A
C.O.S. NO. 563652/B

TRACT 4-A
C.O.S. NO. 563652/B

658.04'

658.03'

N 89°57'00"E N 120°1'41"E N 89°57'00"E

87.65'

272.78'

60 FOOT PRIVATE ACCESS
& UTILITY EASEMENT

TRACT 7

N1/2 SE1/4 SW1/4

RIDGE CREST ROAD

RIDGE CREST ROAD

60 FOOT PRIVATE ACCESS
& UTILITY EASEMENT

TRACT 8

S1/2 SE1/4 SW1/4

PEAKS VIEW DRIVE

FND. BRASS CAP (B.L.M.),
1/4 CORNER

S 89°56'34"W 1318.20'

1/4	SEC.	T.	R.
14	14	11N	2W
15	15	11N	2W

200 0 200 400

GRAPHIC SCALE - FEET

P.M.M.; LEWIS AND CLARK CO., MT.

SHEET 2 OF 9

CERTIFICATE OF SURVEY NO. _____

W1/4

W1/4

W1/4

W1/4

C.O.S. NO. 259800



SEC. 14

SEC. 23

3 SURVEYING
TADOW DR.
59602

CERTIFICATE OF SURVEY

RTY

PURPOSE: (1) CREATE A 60 FOOT PRIVATE ACCESS & UTILITY EASEMENT;
(2) CREATE A 15 FOOT PEDESTRIAN & EQUESTRIAN EASEMENT

B.L.M. PROPERTY

SEC. 15 SEC. 14

1313.95'

656.9

FOOT RECORDED PRIVATE ACCESS & UTILITY EASEMENT (BK. M 19, PG. 5097)

(FND. 1/2" REBAR W/Y.P.C. (23545).
SET 5/8" REBAR W/ 2" ALUM. CAP
(RIES-4125S), SEE CORNER FORM

TRACT 9
2 NE1/4 SE1/4

TRACT 1
N1/2 NW1/4 SW1/4

LEGEND

- SET 5/8" RE
- SET 5/8" RE
- ▲ SET 5/8" RE
- △ SET 5/8" RE
- SET 5/8" RE
- SET 5/8" RE
- CALCULATED
- RIGHT-OF-WA

TRACT
C.O.S. NO. 51

60 FOOT PRIVATE ACCESS & UTILITY EASEMENT

0
E1/4

TRACT 2
S1/2 NW1/4 SW1/4

TRACT 5
N1/2 SW1/4 SW1/4

TRACT 6
S1/2 SW1/4 SW1/4

(FND. 5/8" REBAR W/Y.P.C. (23545).
SET 5/8" x 30" ROD W/3 1/4"
ALUMINUM CAP (RIES-4125S).
SEE CORNER FORM,
SECTION CORNER

15' PEDESTRIAN & EQUESTRIAN
EASEMENT
(NO MOTORIZED VEHICLES ALLOWED)

RIDGE CREST ROAD

328.12'
S 87°17'49"E

30' FOOT PRIVATE
& UTILITY EASE

PEAKS VIEW DR

SEC. 15 SEC. 14

S 89°56'34"W

SEC. 22 SEC. 23

1318.20'

TRACT 37

TRA

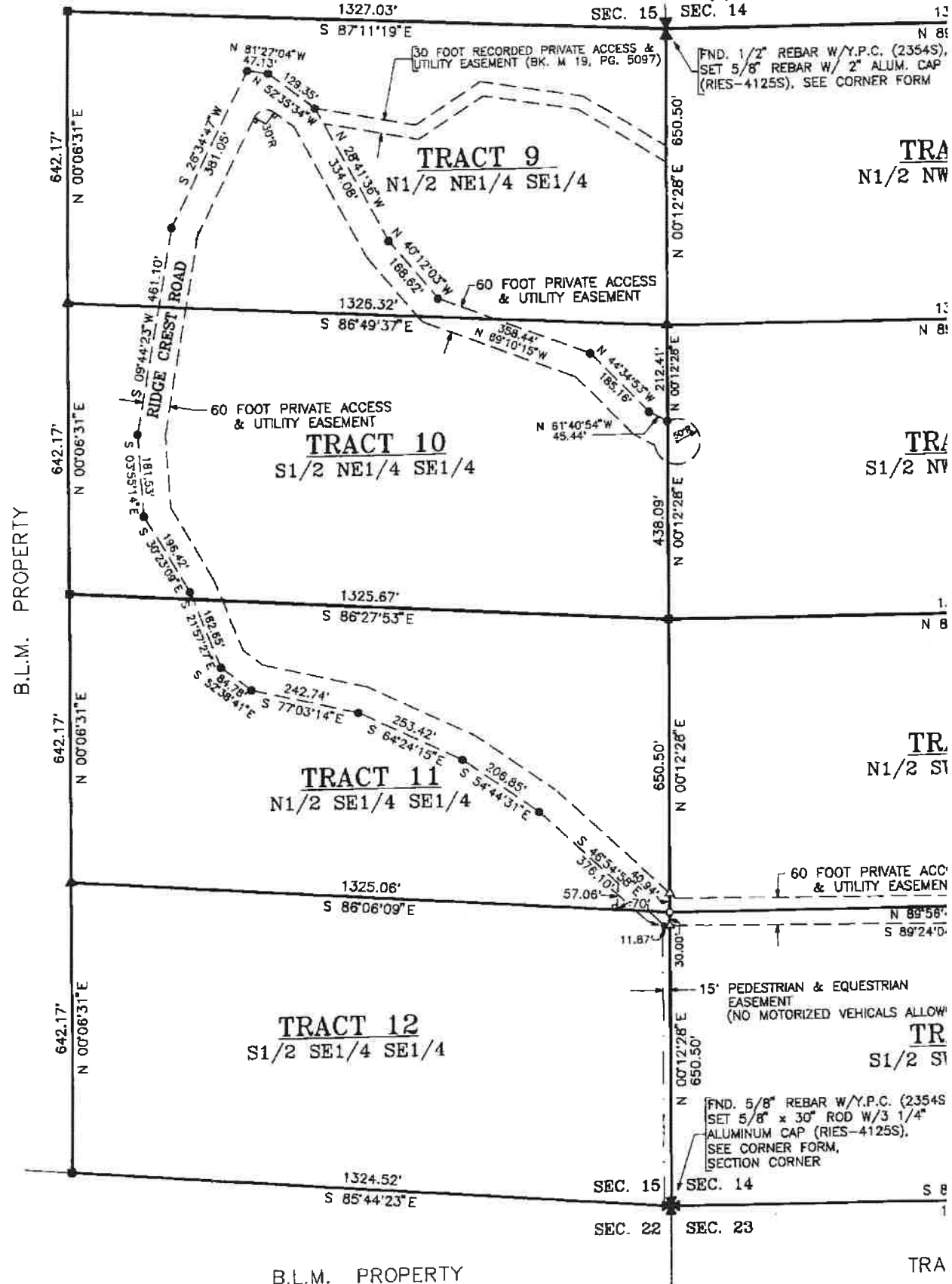
PREPARED BY RIES SURVEYING
6850 GREEN MEADOW DR.
HELENA, MT 59602

CERTIFICATE

NOTE: SEE C.O.S. NO. 571406/T
FOR SECTION 15 BREAKDOWN

B.L.M. PROPERTY

PURPOSE: (1) CREATE A 60 FOOT PR
(2) CREATE A 15 FOOT PE



B.L.M. PROPERTY

TRA

DATE: DECEMBER 10, 1997
DRAFTED BY: CJR
JOB NO. 96200-2

PREPARED
6850 GF
HELEI

[illegible]

92 JUN 23 PM 11:03

FILE
FBI
MICHAEL M. S. [Signature]

CERTIFICATE OF SURVEY

PURPOSES

(1) CREATE A POSTOFFICE PRIVATE ADDRESS & CREDIT ACCOUNT; (2) CREATE A 15 FOOT PERIMETER OF BARRICADES SURROUNDING

FOR RENT CHECK RANCHE, INC.

THE CHAIRMAN

1/4" cover

**PRIVATE ADDRESS
VALLEY PARKWAY**

COMMUNITY OF FAMILIES PAGE K145109

REMOVED FOR ERRORS AND QUESTIONS WAS 1075

Pursued to section 70-3-011(2)(A), MCA.

REC. NO. 33215

CERTIFICATE OF SUBSTITUTION



STONEM & SONS INC. (41725)

PREPARED BY RUES SURVEYING
8650 GREEN MEADOW DR.
HELENA, MT 59602

HELENA, MT 59602

1/4 sec.	1.	2.



P.M.V.; LEWIS AND CLARK COUNTY, MT.

CHARTER SCALES - FIRST

SHEET 1 OF 9
CERTIFICATE OF SURVEY NO.

DATE: DECEMBER 10, 1997
DRAFTED BY: CJR
JOB NO. 96300

SHEET 2 OF 9
CERTIFICATE OF SURVEY NO. ---

CERTIFICATE OF SURVEY

PURPOSE: (1) CREATE A 60 FOOT PRIVATE ACCESS & UTILITY EASEMENT
FOR: RED CREEK RANCH INC.

SEC. 16 / SEC. 15
SEC. 21 SEC. 22
FOR: BASS CUP (ALL)
BELOW CORNER

1324.88'
S 88°58'11"E

1325.01'
S 88°57'36"E

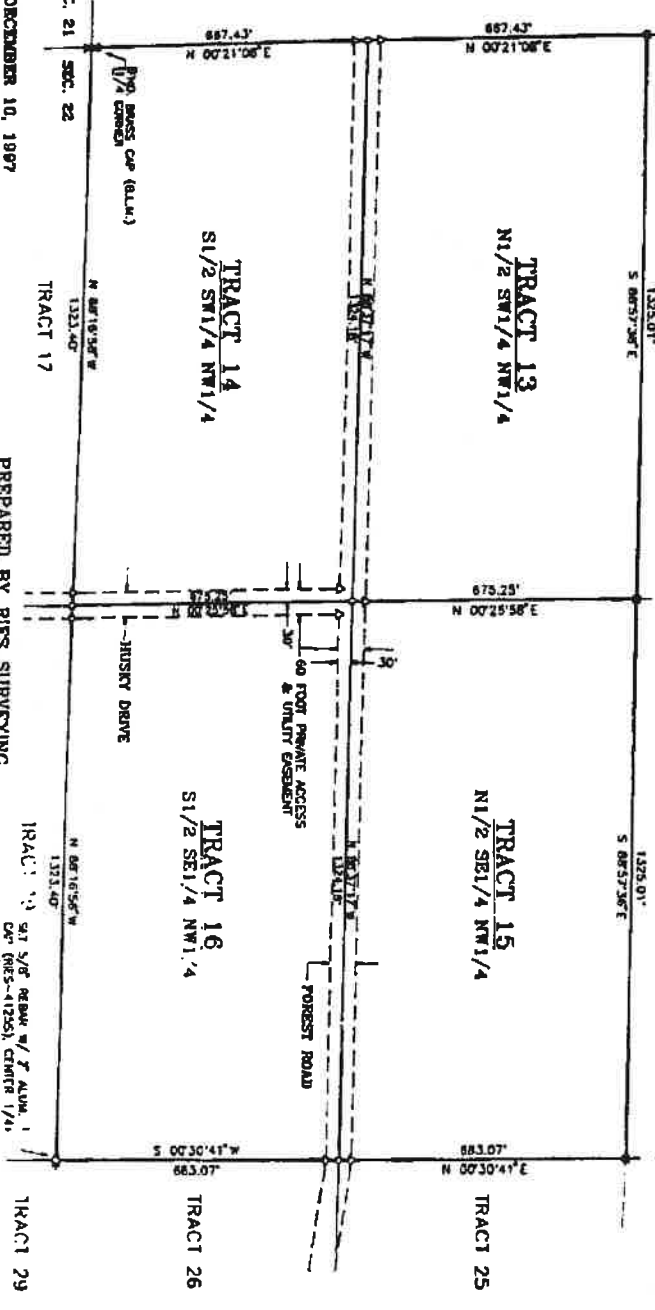
SEC. 16
SEC. 22

FOR: BASS CUP (ALL)
BELOW CORNER
FOR: BASS CUP (ALL)
BELOW CORNER

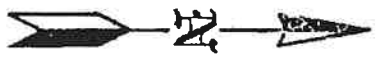
LEGEND

- SET 5/8" REBAR W/T.P.C. (RECS-41255)
- SET 5/8" REBAR W/T.P.C. ALTH. CAP (41255 (1/16 CORNER))
- SET 5/8" REBAR W/1 1/2" ALTH. CAP (41255 (1/4 COR.))
- SET 5/8" REBAR W/1 1/2" ALTH. CAP (41255 (PER. COR.))
- SET 5/8" REBAR W/T.P.C. (RECS-41255 (1/4 CORNER))
- SET 5/8" REBAR W/T.P.C. (RECS-41255 (1/16 CORNER))
- CALCULATED POSITION, NOTHING FOUND OR SET
- RIGHT-OF-WAY LIMIT OF PRIVATE ACCESS & UTILITY EASEMENT

TRACT C. C.O.S. NO. 554945/E



1/4	SEC.	T.	R.
81	22	11N	28E



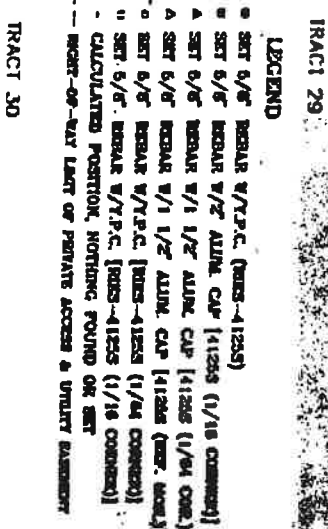
DATE: DECEMBER 10, 1987
DRAWN BY: C.R.
JOB NO. 98200-3

PREPARED BY: RIES SURVEYING
6850 GREEN MEADOW DR.
HELENA, MT 59602

P.M.M. LEWIS AND CLARK CO., MT.
SHEET 3 OF 8
CERTIFICATE OF SURVEY NO.

PURPOSE: (1) CREATE A GO FOOT PRIVATE ACCESS & UTILITY EASEMENT FOR: FIED CREEK RANCH INC.

FOR: RED CREEK RANCH INC



WZEND

IRACI 29

TRACT 26

TRACT 30

TRACT 33

TRACT 34

END. PRESS CUP (BLM.)
(1/4 CORNER
SEC. 22
SEC. 27

1/4	SEC.	T.	R.
	22	11N 2W	
			



Graphic scale - feet

DATE: DECEMBER 10, 1967
DRAFTED BY: CJR
JOB NO. 96200-4

NOVAK PROPERTY
PREPARED BY RIES SURVEYING
6850 GREEN MEADOW DR.
HELLEN, MT 59602

P.M.M.: LEWIS AND CLARK CO., MT.
SHEET 4 OF 9
CERTIFICATE OF SURVEY NO. _____

PURPOSE: (1) CREATE A 60 FOOT PRIVATE ACCESS & UTILITY EASEMENT FOR RED CREEK RANCH INC.

PNO. W/E same w/P.C. from
ST 8/6 - ST and W/C b/c
MUSKIEB DOE PETS-11200.
SEE COMBAT TOWNS
PETERSON COMBAT

EC. 14



Graphic scale - feet

P.M.M.; LEWIS AND CLARK CO., MT.
SHEET 6 OF 9
CERTIFICATE OF SURVEY NO. _____