

BEAVERHEAD COUNTY Recorded 05/15/2003 At 10:40 AM.
 Rosalee B. Richardson, Clk & Rcdr By Justin L. Sawyer
 Fee: \$ 24.00 Return to: RICHARD D. EBERLINE
 1100 FRYING PAN RD. DILLON, MT 59725

SUPPLEMENTAL DECLARATION OF PROTECTIVE LAND USE COVENANTS

On the 27th day of May, 1994, Book 275, Page 689, official records of Beaverhead County, Montana, Don's Ranch Company recorded a Declaration of Protective Land Use Covenants relating to Certificate of Survey #801. This document is intended to replace and supersede the document referenced above.

Having obtained written consent of greater than eighty percent of the owners of land in said subdivision, the following Supplement Declaration of Protective Land Use Covenants is hereby adopted and shall be effective upon the date of recording of this document.

This Supplement Declaration of Protective Land Use Covenants shall be for the benefit of all those lots and lands described in COS #801, records of Beaverhead County, Montana and all subsequent conveyances of these lots are made and accepted and the realty is hereby granted on and subject to the following covenants for the benefit of any person having any right, title or interest in the described property which shall be deemed to run with the land and shall be a burden and benefit to any person acquiring any interest in such land, the grantees, successors, heirs, legal representatives and assigns:

1. All property contained in the accompanying deed shall be used only for residential, agricultural, horticultural, or livestock grazing purposes, and all tracts shall be known and described as residential, food and fiber agricultural tracts. These parcels shall specifically not be utilized for the following purposes: livestock feed yards, livestock receiving stations, trailer parks, including KOA type trailer parks, livestock dipping vats, commercial hog operations, commercial poultry operations, auto junkyards, sale yards, shopping centers, night clubs, and/or bars.
2. Not more than one (1) home shall be constructed on each lot, consisting of at least twelve hundred (1200) square feet. This home may consist of a custom built residence, modular home, double wide trailer or a triple wide trailer provided it is on a permanent foundation and balanced with a pitch roof with the pitch not being less than two/twelve (2/12).
3. No construction, or home shall be closer than sixty (60) feet from the adjoining lot line.
4. Each owner shall be responsible for furnishing his own utilities (phone, electricity, etc.) An easement for utilities, gas lines, television cables, telephone cables, electrical power lines and other similar services shall be and are hereby reserved ten (10) feet on either side of the lot boundaries as well as either side of the main road.
5. All lots shall be maintained in a neat and debris free condition. No waste shall be allowed to accumulate.
6. No outside privy shall be allowed. Each property must have its own septic tank or sewage system, constructed on standards accepted by the State Board of Health.
7. No galvanized (shiny or reflective) metal may be used on buildings, on roofs or sidewalls; nor may any be used for windbreaks. Roofing materials commonly known as roll roofing may not be used on any part of any building.
8. The exterior of all improvements to be erected anywhere on said Lot, regardless of the type or nature of the structure being erected, shall be fully completed, including exterior painting, staining or other permanent finishing within twelve (12) months from the date of commencement of construction. Interior finish may extend beyond said period, so long as all building materials and equipment used in said construction or interior finishing being stored on the premises beyond said twelve (12) months be enclosed in a building or buildings.

9. The subdivided shall comply with all State laws and regulations regarding said divisions and that the purchaser shall likewise comply with all laws that pertain to persons who purchase land in subdivisions.
10. No further subdividing shall be done of any lot without the written consent of Eighty Percent (80%) of the subdivision landowners.
11. These restrictions are intended to preserve the recreational residential values for the areas, top maintain the ecology as far as possible, to prevent nuisances, and to maintain the tone of the community. They are deemed perpetual and "run with the land." These restrictions may not be modified or revised except by the written consent of the owners of Eighty Percent (80%) of the land in said subdivision.
12. Each landowner shall be responsible to construct and maintain such fence as needed to contain their livestock and dogs to their own property, not allowing them to roam onto adjoining properties.
13. Should any action be necessary to enforce these covenants, conditions and restrictions, then the Court shall award as the costs of such action attorneys fees and costs, including expert witness fees, to the prevailing party.

CONSENT OF LANDOWNERS TO SUPPLEMENTAL DECLARATION OF PROTECTIVE LAND USE COVENANTS

The undersigned landowners of eighty-percent (80%) of the land in the subdivision described in Certificate of Survey #801, official records of Beaverhead County, Montana hereby consent to the adoption, use and recording of the Supplemental Declaration of Protective Land Use Covenants are true and correct as stated in SUPPLEMENTAL DECLARATION OF PROTECTIVE LAND USE COVENANTS.

Dated this 7 day of May, 2003

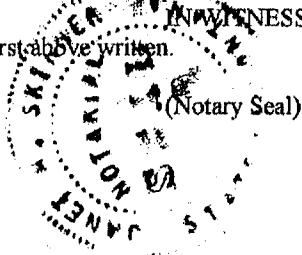
Agnes O. Melton
Agnes O. Melton Pres

Land Owner: Alonsa Ranch Co
 Lots Owned by above: 4-5-6-7-11-12-14-15-16

STATE OF MONTANA)
) ss.
 County of Beaverhead)

On this 7 day of May, 2003, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DONS RANCH Co. Agnes O. Melton, known to me to be the person whose name is subscribed tot he within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my seal the day and year first above written.



Janet M. Skinner
 Notary Public for the State of Montana
 Residing at Dillon, Montana
 My Commission expires Jan. 12, 2005

Richard D. Eberline

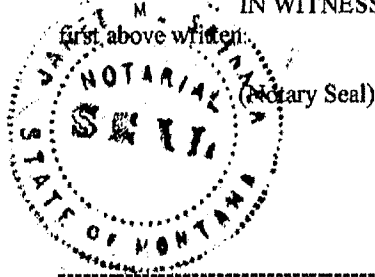
Dated this 7 day of May, 2003

Land Owner: *Richard D. Eberline*
Lots Owned by above: *8 + 18*

STATE OF MONTANA)
County of Beaverhead) ss.

On this 7 day of May, 2003, before me, the undersigned, a Notary Public for the State of Montana, personally appeared *Richard D. Eberline*, known to me to be the person whose name is subscribed tot he within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my seal the day and year



Janet M. Skivier
Notary Public for the State of Montana
Residing at Dillon, Montana
My Commission expires: *Jan. 12, 2005*

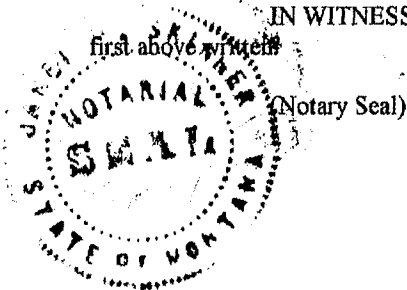
Dated this 7 day of May, 2003

Land Owner: *Dorothy Newman N.D. Newman*
Lots Owned by above: *#3*

STATE OF MONTANA)
County of Beaverhead) ss.

On this 7 day of May, 2003, before me, the undersigned, a Notary Public for the State of Montana, personally appeared *Dorothy Newman AND N.D. Newman*, known to me to be the person whose name is subscribed tot he within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my seal the day and year



Janet M. Skivier
Notary Public for the State of Montana
Residing at Dillon, Montana
My Commission expires: *Jan. 12, 2005*

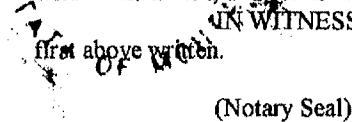
Dated this 8 day of May, 2003

Land Owner: *John A. Seede Marian L. Seede*
Lots Owned by above: *#10*

STATE OF MONTANA)
County of Beaverhead) ss.

On this 7 day of May, 2003, before me, the undersigned, a Notary Public for the State of Montana, personally appeared *John A. Seede and Marian L. Seede*, known to me to be the person whose name is subscribed tot he within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my seal the day and year



Janet M. Skivier
Notary Public for the State of Montana
Residing at Dillon, Montana
My Commission expires: *12-6-2005*

James M. Orr

Dated this 12 day of May, 2003

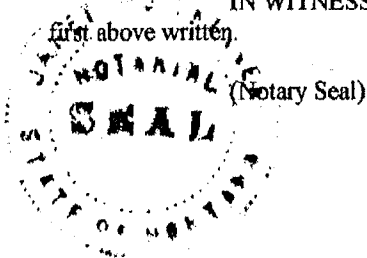
Land Owner: *James M. Orr*
Lots Owned by above: #13

STATE OF MONTANA)
County of Beaverhead) ss.

On this 12 day of May, 2003, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JAMES M. ORR, known to me to be the person whose name is subscribed tot he within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my seal the day and year

first above written,



James M. Orr
Notary Public for the State of Montana
Residing at Dillon, Montana
My Commission expires: 01.12.2005

Dated this 14 day of May, 2003

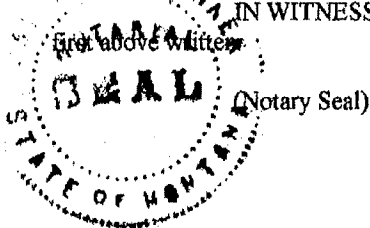
Land Owner: *Wade Stout and Nancy H. Newberg-Stout*
Lots Owned by above: #1 (one)

STATE OF MONTANA)
County of Beaverhead) ss.

On this 14 day of May, 2003, before me, the undersigned, a Notary Public for the State of Montana, personally appeared WADE STOUT AND NANCY H. NEWBERG-STOUT, known to me to be the person whose name is subscribed tot he within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my seal the day and year

first above written,



James M. Orr
Notary Public for the State of Montana
Residing at Dillon, Montana
My Commission expires: 01.12.2005

Dated this _____ day of May, 2003

Land Owner: _____
Lots Owned by above: _____

STATE OF MONTANA)
County of Beaverhead) ss.

On this _____ day of May, 2003, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed tot he within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my seal the day and year

first above written.

(Notary Seal)

Notary Public for the State of Montana
Residing at Dillon, Montana
My Commission expires: _____

STATE OF MONTANA)
 County of Beaverhead)

Filed for record this 27 day of May, 1994, at 12:15 o'clock
 P.M. and Recorded in Book 275 of Deeds on Page 689-901 Records
 of Beaverhead County, Montana. Rosalee B. Richardson, Clerk and
 Recorder. By: [Signature]

#1200 Gilbert Law Office Box 395, Dillon, MT 59725

DECLARATION OF PROTECTIVE LAND USE COVENANTS

Don's Ranch Company, a corporation organized and existing under the laws of the State of Montana, with its principal place of business at 3800 South U.S. Hwy 91, City of Dillon, County of Beaverhead, State of Montana, referred to as declarant, acting pursuant to an adopted resolution of its board of directors, makes this Declaration of Protective Land Use covenants for the benefit of all those lots and lands described in COS #801, Records of Beaverhead County, Montana.

All subsequent conveyances of these lots are made and accepted, and the realty is hereby granted, on and subject to the following covenants for the benefit of any person having any right, title or interest in the described property which shall be deemed to run with the land and shall be a burden and of benefit to any person acquiring any interest in such land, their grantees, successors, heirs, legal representatives and assigns:

1. All property contained in the accompanying deed shall be used only for residential, agricultural, horticultural, or livestock grazing purposes, and all tracts shall be known and described as residential, food and fiber agricultural tracts. These parcels shall specifically not be utilized for the following purposes: livestock feed yards, livestock receiving stations, trailer parks, including KOA type trailer parks, livestock dipping vats, commercial hog operations, commercial poultry operations, auto junkyards, sale yards, shopping centers, night clubs, and/or bars.
2. Not more than one (1) home shall be constructed on each lot, with this home consisting of no less than 1000 square feet, and that no subdividing of said lots shall be permitted.
3. That no construction, or home shall be closer than twenty (20) feet from the adjoining lot line.
4. Each owner shall be responsible for furnishing electricity/ utilities to his/her property.
5. All lots shall be maintained in a neat and debris free condition. No waste accumulation shall be allowed.
6. No outside privy shall be allowed. Each property must have its own septic tank or sewage system, constructed on standards accepted by the State Board of Health. The drain field for such septic tank shall be at least 80 feet from any neighbors' property line.
7. All property shall have garbage cans with lids, and no accumulation of garbage shall be allowed.
8. Each property will be responsible for its own water supply.
9. No nuisance or offensive trade or transition shall be done, suffered or permitted upon the land conveyed.

- 10. These restrictions are intended to preserve the recreational and residential values of the area, to maintain the ecology as far as possible, to prevent nuisances, and to maintain the tone of the community. They are deemed perpetual and "run with the land." These restrictions may not be modified or revised except by the written consent of the owners of Eighty Percent (80%) of the land in said subdivision.
- 11. Each landowner shall be responsible to construct and maintain such fence as needed to contain their livestock and dogs to their own property, not allowing them to roam onto adjoining properties.

Dated this 27th day of May, 1994.

Don's Ranch Company

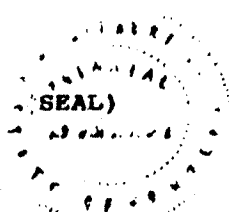
Agnes O. Melton
 Agnes O. Melton, President

Recording Reference COS #801.

STATE OF MONTANA)
) ss.
 County of Beaverhead)

On this 27th day of May, 1994, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Agnes O. Melton, President of Don's Ranch Company, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of Don's Ranch Company and pursuant to the instructions of the Board of Directors.

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



W. B. Smith
 Notary Public for the State of Montana
 Residing at Dillon, Montana
 My Commission expires: Aug 17, 1994

DRAWING

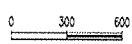
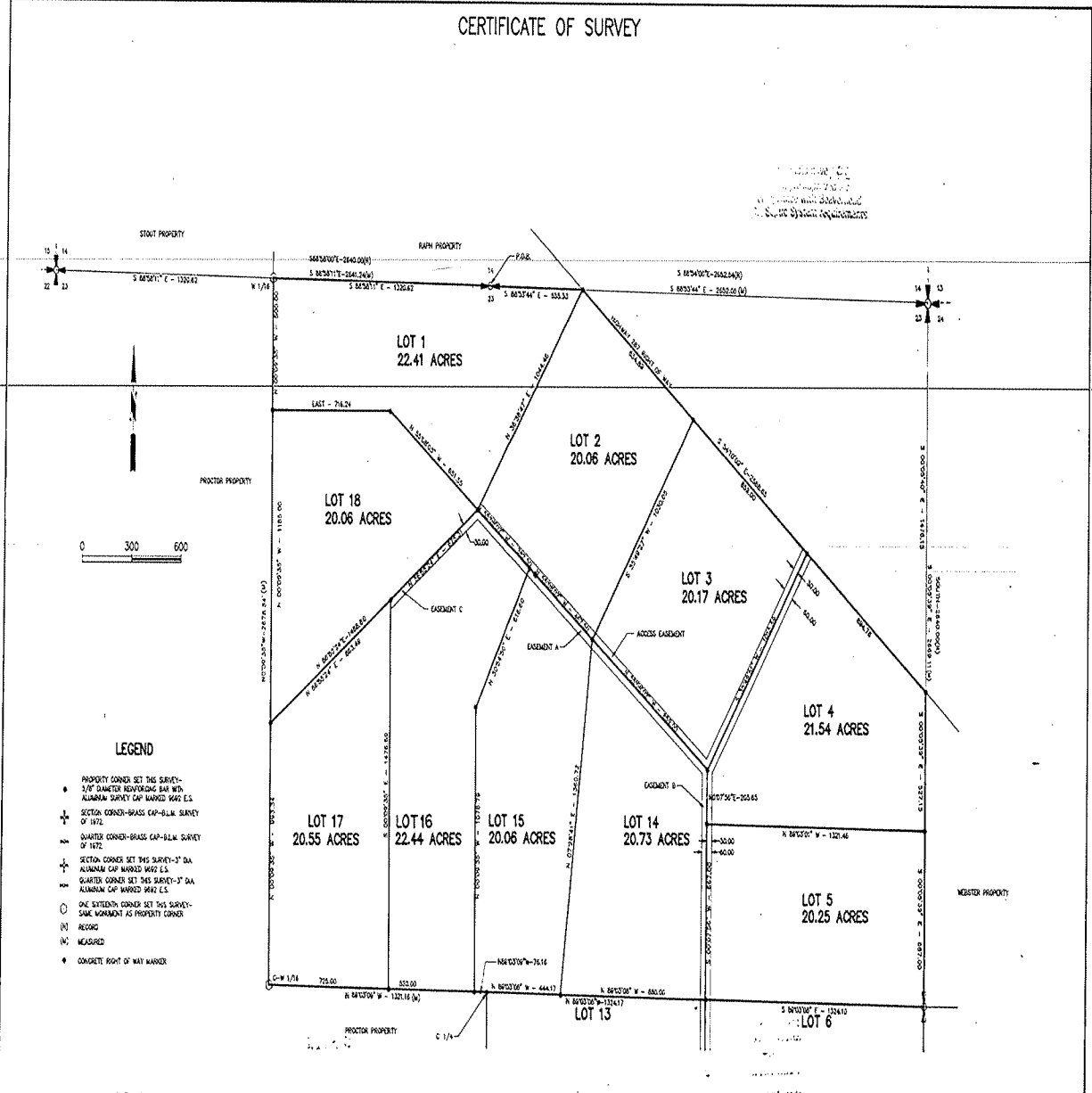
DATE: 11/11/93
BY: [Signature]

DRAWING NUMBER
COS 801

DRAWING NUMBER
P.1 of 2

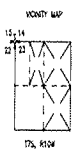
CERTIFICATE OF SURVEY

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT, R.S.M. 24.01, 24.02, 24.03, 24.04, 24.05, 24.06, 24.07, 24.08, 24.09, 24.10, 24.11, 24.12, 24.13, 24.14, 24.15, 24.16, 24.17, 24.18, 24.19, 24.20, 24.21, 24.22, 24.23, 24.24, 24.25, 24.26, 24.27, 24.28, 24.29, 24.30, 24.31, 24.32, 24.33, 24.34, 24.35, 24.36, 24.37, 24.38, 24.39, 24.40, 24.41, 24.42, 24.43, 24.44, 24.45, 24.46, 24.47, 24.48, 24.49, 24.50, 24.51, 24.52, 24.53, 24.54, 24.55, 24.56, 24.57, 24.58, 24.59, 24.60, 24.61, 24.62, 24.63, 24.64, 24.65, 24.66, 24.67, 24.68, 24.69, 24.70, 24.71, 24.72, 24.73, 24.74, 24.75, 24.76, 24.77, 24.78, 24.79, 24.80, 24.81, 24.82, 24.83, 24.84, 24.85, 24.86, 24.87, 24.88, 24.89, 24.90, 24.91, 24.92, 24.93, 24.94, 24.95, 24.96, 24.97, 24.98, 24.99, 25.00.



LEGEND

- PROPERTY CORNER SET THIS SURVEY—3/4" DIA ALUMINUM CAP MARKED 1993 E.S.
- ⊕ QUARTER CORNER—BRASS CAP—S.I.M. SURVEY OF 1972
- ⊙ QUARTER CORNER—BRASS CAP—S.I.M. SURVEY OF 1972
- ⊙ SECTION CORNER SET THIS SURVEY—3" DIA ALUMINUM CAP MARKED 1993 E.S.
- ⊙ QUARTER CORNER SET THIS SURVEY—3" DIA ALUMINUM CAP MARKED 1993 E.S.
- ⊙ ONE SIXTYFOUR CORNER SET THIS SURVEY—S.I.M. MARKED AS PROPERTY CORNER
- (M) RECORD
- (M) MEASURED
- CONCRETE RIGHT OF WAY MARKER



This lot has NOT been pre-approved for compliance with Beaverhead Co. State System requirements

CERTIFICATE OF SURVEY NUMBER **801**

A PARCEL OF LAND LOCATED IN THE E1/2 NW1/4, E1/2 OF SECTION 23, T7S, R10W, P14M., BEAVERHEAD COUNTY, MONTANA

DONS RANCH COMPANY
BOUNDARY SURVEY SECTION 23



30 South Montana / P.O. 1533 / Dillon, Montana 59505
Phone (406) 683-2514 Fax (406) 683-2227

SCALE: 1" = 300' SHEET 1 OF 2 DATE: MAR 9, 1993

DRAWING NUMBER

DRAWING NUMBER
COS 801

DRAWING NUMBER
P 2 of 2

CERTIFICATE OF SURVEY

LEGAL DESCRIPTION

A parcel of land located in the E1/4 NW1/4 and the E1/2 of Section 23, Township 7 South, Range 10 West, P.M.M., County of Beaverhead, State of Montana, and more completely described as follows:

Beginning at the quarter corner between Section 14 and Section 23, T7S, R10W, P.M.M., the TRUE POINT OF BEGINNING, thence first course, S88°53'44"E-555.33 feet along the section line between Section 14 and Section 23 to a point on the Southerly Right-of-way line of Highway 287, thence second course, S54°10'09"E-2588.65 feet along said R.O.W., thence third course departing said R.O.W., S00°05'39"E-3863.26 feet along the section line between Section 23 and 24 to the Southeast section corner of Section 23, thence fourth course, N89°01'00"W-2644.68 feet along the section line between Section 23 and Section 26 to the quarter corner between Section 23 and Section 26, thence fifth course, N00°10'19"W-2607.53 feet to the center quarter of Section 23, thence sixth course, N89°01'09"W-1321.16 feet to the E-W 1/16 corner of Section 23, thence seventh course, N00°09'39"W-2678.74 feet to the W 1/16 corner between Section 14 and Section 23, thence eighth and final course S88°56'11"E-1320.62 feet along the section line between Section 14 and Section 23 to the point of beginning.

Said parcel containing 370.35 acres.

BEARINGS BASED ON THE RECORD BEARINGS OF THE SECTION LINE BETWEEN SECTION 14 AND SECTION 23, T7S, R10W, P.M.M.

This survey was completed March 5, 1993.

PURPOSE OF SURVEY

This survey is filed with the intent to qualify for the exemptions found in Section 76-3-401, M.C.A.

To wit:

Section 76-3-401, a parcel of land in excess of 20 acres which is exempt from review.

ACCESS EASEMENT

Access Easements are granted across the Dons Ranch Company property as shown on this Certificate of Survey.

Access Easements A and B are 60 feet wide, 30 feet each side of the centerline.

Access Easement C is 30 feet wide.

Dons Ranch Company

By Agnes O. Melton President

CERTIFICATE OF NOTARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th DAY OF March, 1993

NOTARY PUBLIC FOR THE STATE OF Montana RESIDING AT Billings

NOTARY SIGNATURE AND SEAL [Signature] MY COMMISSION EXPIRES 12-16-95

CERTIFICATE

I hereby certify that I am a Registered Land Surveyor in the State of Montana, that the Survey represented on this Certificate of Survey has been executed under my supervision in accordance with the requirements of law, that to the best of my knowledge, the Survey is true and complete as shown and that all monuments set, together with those found, are of the type shown, and are sufficient to enable the Survey to be retraced.

[Signature]
William E. Anderson, P.E., L.S.



CERTIFICATE OF EXAMINING LAND SURVEYOR

Reviewed for errors and omissions this the 14th day of March, 1993, pursuant to Section 76-3-611 (2) (c), M.C.A.

[Signature]
Examining Land Surveyor

Reg. No. 3723-5
219323

CLERK AND RECORDER

I, [Signature] Clerk and Recorder of Beaverhead County, Montana, do hereby verify that the foregoing instrument was filed in my office this 14th day of March, A.D., 1993, in the records of the County Clerk and Recorder, Beaverhead County, Montana.

[Signature]
Clerk of Recorder
By [Signature] Deputy
#142



This has been pre-approved for compliance with Beaverhead Co. Septic System requirements
It has been pre-approved for compliance with Beaverhead Co. Septic System requirements

Approved for compliance with Montana DNES and Beaverhead County Solidification Regs.
Date: 7-19-93
[Signature]

CERTIFICATE OF SURVEY NUMBER 801

A PARCEL OF LAND LOCATED IN THE E1/2 NW1/4, E1/2 OF SECTION 23, T7S, R10W, P.M.M., BEAVERHEAD COUNTY, MONTANA

ANDERSON
W.E. Anderson & Associates
Consulting Engineers
30 South Broadway • P.O. 1555 • Billings, Montana 59102
Phone (406) 662-6510 Fax (406) 662-5527

DONS RANCH COMPANY
BOUNDARY SURVEY SECTION 23

SCALE: 1" = 300' SHEET 2 OF 2 DATE: MAR 5, 1993