

DECLARATION OF PROTECTIVE COVENANTS

SOUTHWIND HOME SUBDIVISION #2

The undersigned, being the owners of all the real property hereinafter described in Article One of this Declaration, hereby adopt the following Declaration of Protective Covenants pertinent to and affecting the use, regulations, easements and development of that certain real property described in Article I.

It is the intent of the undersigned that the real property shall be held, transferred, sold, conveyed and occupied subject to covenants, conditions, restrictions, regulations, easements and reservations hereinafter described in detail and set forth each and all of which shall be binding upon and shall apply to any and all owners of any parcels or tracts of the herein described real property, and to any and all heirs, assigns grantee, personal representatives and/or successors in interest thereto.

ARTICLE I.

Property Subject to this Declaration
of Protective Covenants

The real property which is and shall be conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, regulations, reservations and easements, as set forth in the various clauses and covenants of this Declaration is located in the County of Beaverhead, State of Montana, and more particularly described as that area designated SOUTHWIND SUB-DIVISION #2.

ARTICLE II.

General

The real property described in Paragraph I is subject to the conditions, restrictions, regulations, reservations and easements hereby declared to ensure the best use and most appropriate development and improvement of each building site thereof; and to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property and preserve it so far as it is practicable the natural beauty of such property and to prevent the erection of such structures built of improper or unsuitable materials; to ensure the highest and best use and

development of said property; and to encourage and secure the erection of attractive buildings thereof and in general to provide adequately for a high quality of improvements on said property.

ARTICLE III.
Land Use Regulations

1. All laws, rules and regulations of any government or agency under whose jurisdiction the land lies are considered to be a part of and enforceable hereunder and all the owners of said lands shall be bound by such laws, rules and regulations.

2. No lot shall be further subdivided or reduced in size from lots shown on the official plat of SOUTHWIND #2 on file and of record with the Clerk and Recorder of Beaverhead County.

3. The invalidation of any one of the covenants or agreements contained herein by judgment or a court order or by law shall in no way affect any of the other provisions which shall remain in full force and effect.

4. Principal and accessory from all structures placed on said lots shall be at least forty (40) feet from property lines of said lot. No awnings, porches, decks or other structures or buildings whether attached or unattached to the primary dwelling shall be closer than twenty-five (25) feet from either side or closer than forty (40) feet from the back of the property line.

5. Only one dwelling shall be permitted on one lot, but in addition to the dwelling unit, each lot owner may provide structures to be used as a garage, workshop, storage shed.

6. The construction of the dwelling unit, or any addition thereto the exterior, shall be completed within three hundred and sixty-five (365) days, one year from the time the construction of the same is started.

7. Fences shall be completed within one hundred and twenty (120) days of commencement. Barbed, Page or Welded wire shall not be permitted. Stone, vinyl, chainlink, wood, pole, cinder block, brick or other approved materials may be used.

8. No lot or other improvements thereon shall be used for the purpose of carrying on or conducting commercial business.

9. Trash, old machinery or equipment, or unlicensed or inoperable automobiles shall not be stored or permitted to accumulate on lots.

10. There will be a speed limit of fifteen (15) mph.

11. No arch-style buildings.

12. The exterior covering and roofing materials of the garage(s), carport(s) and accessory buildings shall be compatible with the materials on the main structures. No flat roofs will be permitted on any structure.

13. No pre-owned home will be permitted in SOUTHWIND HOME SUBDIVISION #2.

14. Modular, manufactured or standard homes on concrete foundations will be permitted on Lots 10-11-12-13-14-15-16-17-18-19-20-21-22. Standard built homes will be required on Lots 1-2-3-4-5-6-7-8-9-23-24-25-26.

15. No on-road parking of any cars, trucks, trailers or machinery, etc., will be permitted.

16. Cats, dogs and other indoor household pets may be allowed in the sub-division subject to the following conditions:

A. All animals shall be kept for the sole use and enjoyment of the lot owner and not for commercial use of any type and shall not exceed two animals of each species.

B. All dogs and cats are to be kept upon the lot of the owner or custodian of such animals, and not to be allowed to stray or run loose.

C. All animals or fowl must be properly cared for and in such a manner to prevent such animals or fowl from becoming a nuisance to others and so as to avoid offensive noises and/or odors.

D. All animals and fowl in the subdivision are subject to Beaverhead County animal control ordinances.

17. This is a rural subdivision. Farming operations are adjacent to this subdivision. With farming operations expect animal grazing, expect farm equipment traffic and associated farming noise. As with any rural area, dust and possible objectionable odors are possible.

18. Permanent outside signs are not allowed except for name and address only.

19. Weed control will meet State and County requirements.

20. Easements for drainage, electricity, telephone, lighting, water, sewer, cable television and all other utilities, pedestrian traffic or any other service or utility shall be and are hereby reserved. All utilities shall be underground.

21. No home will be permitted that is less than 24' wide, and must have 1400 sq. ft. of living area excluding garages, porches, etc., and cannot be over 22 ft. high.

22. Roof pitch on homes must be a minimum of 4" rise per 12" of roof run.

23. No fertilizer storage in any form will be allowed on any lot.

24. No above or below ground tanks of any type will be allowed except sanitary systems.

25. No above or below ground gas or diesel fuel or propane storage tanks will be allowed. No large diesel trucks will be allowed in the subdivision, except for material delivery and building supplies.

26. No commercial trucks will be allowed, only to make or take deliveries.

27. The Declarant shall cause a Montana non-profit corporation to be formed, which is hereinafter referred to as "the Association". The purpose of the Association is to care for, protect and maintain the roadways, common improvements, park area, trails, irrigation water distribution system, and any other matters necessary to maintain the property and to benefit the owners of the individual lots within the subdivision. The Association shall assume and perform all functions imposed on it or contemplated for it under this Declaration or any similar function under any Amended Declaration with respect to the property which is the subject of this Declaration.

28. Declarant shall deed the area dedicated as "Park" on the subdivision plat to the Association, which deed shall be recorded in the office of the Clerk and Recorder of Beaverhead County, Montana. The Declarant shall also deed that portion of the roadway located in the Southwind I Subdivision to the Association with a similarly recorded deed. The Association shall assume all responsibilities and liabilities in connection with the park property and irrigation system, including, but not limited to, public liability, insurance, taxes, maintenance, repair, improvements and preservation for the benefit of all owners of lots within the subdivision. The Association may not sell any portion of the dedicated park land.

29. The Association shall have all powers necessary or desirable to effectuate the purposes, including, but not limited to, the following:

(a) The power to levy such annual or special assessments as may be deemed necessary for the proper management of the Association. Such assessments may include taxes, insurance, maintenance, repair, replacement and such other activities reasonably necessary for the proper functioning of the Association, which assessments shall become a lien on the property if not timely paid.

(b) The power to adopt and enforce such reasonable rules and regulations as may be required to effectuate the purposes of this Declaration and the Bylaws of the Association.

(c) The power to enforce this Declaration and the Bylaws, rules and regulations of the Association members.

(d) The power to construct, maintain, repair or replace improvements and make such reasonable annual or special assessments as may be required for such actions.

(e) The power to establish such reserves for capital expenditures as the Association may deem prudent.

(f) The power to suspend the voting rights and the right to use the common improvements of a member for any period during which any assessment against his lot remains delinquent.

30. Every person or entity who is the owner of fee or equitable title to a lot, or who is subject to an assessment by the Association shall automatically be a member of the Association. Membership shall be vested upon delivery of a duly executed deed or contract for deed to the owner. Foreclosure of a security document and repossession of a lot shall terminate an owner's membership and all rights to such membership shall vest in the secured party. Membership shall terminate upon the transfer of an owner's interest in a lot to a purchaser.

31. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person or entity holds such interest in any lot, such persons or entities shall be members, and the vote for such a lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or fractions of one vote, be cast with respect to any such lot on any one issue.

32. Not later than six (6) months after 51% of the lots in the subdivision have been conveyed, the Declarant, or representative, shall call a meeting of all owners to be held within forty-five (45) days of said notice

for the purposes of holding the Association's first annual meeting and establishing the administrative operation of the Association.

33. A quorum for the transaction of any business of the Association shall be 35% of its members, either in person or by proxy. Meetings of the members shall be preceded by written notice mailed to each member at his most recent known address not less than ten (10) days prior to the time of the meeting. Notice of any meeting may be waived by a member, provided the waiver is in writing. A written record of any meeting shall be maintained by the Association. Any issue affecting the rights of the members shall be submitted to a vote, and the majority of those voting on any issue shall prevail, except as may be otherwise provided herein. The property owners in the Southwind I Subdivision shall have the opportunity to join the Association if they so desire.

ARTICLE IV.
Sewer System

1. No residence shall be permitted on any lot that does not have sanitary facilities hooked up to a sewer disposal system in accordance with the State Plumbing Code and local health requirements. Any additional bathroom facilities placed in any other building must be hooked up to the sanitary system in accordance with the State Plumbing Code and local health requirements.

ARTICLE V.
Enforcement, Applicability, and Change

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless changed in whole or in part as hereafter stated.

Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any covenant; and the legal proceedings may be either to restrain violation of the covenants or to recover damages or both. In the event of any action to enforce these covenants the prevailing party shall be entitled to costs and reasonable attorney's fee to be set by the court. Any lot owner, declarant or the Association, or the Board of Beaverhead County Commissioners may enforce these covenants.

The failure of the declarant hereto or of any subsequent lot owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenants.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions, all of which shall remain in full force and effect.

In any conveyance of the above-described real property or of any tract thereon, it shall be sufficient to insert a provision subject to the restrictions and covenants verbatim or in substance in said deed. All of the above-described real property and lots shall be subject to the restrictions and covenants set forth whether or not there is a reference to the same in a deed of conveyance.

A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvement thereon. However, the said restrictions and covenants shall

be binding upon and inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee, sale or otherwise.

Any change of covenants shall be effective upon the filing and recording of such an instrument in the office of the Beaverhead County Clerk and Recorder. Any changes in these covenants shall not affect existing structures or uses of the lots.

ARTICLE VI.
Amendments

These covenants or any portion thereof may be amended, terminated or modified at any time by the written consent, duly executed, acknowledged and recorded with the office of the Clerk and Recorder of Beaverhead County, Montana. However, these covenants may not be repealed or amended without the prior written consent of the Board of Beaverhead County Commissioners, Beaverhead County, Montana.

Any change of covenants shall be effective upon the filing and recording of such an instrument reflecting such change in the office of the Beaverhead County Clerk and Recorder. Any change in these covenants shall not affect existing structures or uses of the lots.

ARTICLE VII.
Severability

A determination of invalidity of any one or more of the covenants hereof by judgment, order or decree of a court, shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the declarant(s) has(have) executed this instrument
this 13 day of September, 2001.

Robert N. Miller

Norma Jean Miller

STATE OF MONTANA)
COUNTY OF BEAVERHEAD)

On this 21 day of September, 2001, before me, a Notary Public
for the State of Montana, personally appeared Robert N. Miller et
Norma Jean Miller, known to me to be the person(s)
who executed the within and foregoing instrument and acknowledged to me that
he(they) executed the same.

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



Patti Thompson Odess
NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at Willam
My Commission Expires May 31, 2003



GUARANTEE



First American Title Insurance Company

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) "the assured": the party or parties named as the assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. This term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in, over, or to, streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statute at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusion from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority, local, state or assessments on real property or by the public records.
- (b) (1) Easements which (a) are not shown as existing liens by the records of any taxing authority, local, state or assessments on real property or by the public records, (2) water rights, ditches or dikes to water, whether or not the same are included by (1), (2) or (3) are shown by the public records.
- (c) Accidents to title or any property beyond the lines of the land currently described in the Guarantee (as shown in Schedule (A)(C) or in Part 2 of this Guarantee, or the Schedule (A)(C) or Part 2, or any other schedule or part thereof) or which shall be shown as existing liens by the records of any taxing authority, local, state or assessments on real property or by the public records.
- (d) (1) Defects, liens, encumbrances, adverse claims or other matters (a) which are not shown by the public records, (b) which are created, suffered, acquired or agreed to by any person or persons (other than the assured) in no way to the benefit of (2) which do not result in the liability or potential liability of any insured or insureds proceeding which is within the scope and purpose of this Guarantee.

3. Notice of Claim to be Given by Assured Claimant.

An assured shall notify the Company promptly in writing in case knowledge shall come to an assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, or stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to this matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, including a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the assured, or to prevent or reduce loss or damage to the assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby accept liability or waive any provision of

this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph (a) the Company shall have the right to select counsel of its choice (subject to the right of such assured to object for reasonable cause) to represent the assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an assured in the defense of those claims of action which above matters not covered by this Guarantee.

- (c) Whenever the Company shall have brought an action or interpreted a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals thereat, and permit the Company to use, at its option, the name of such assured for this purpose. Whenever requested by the Company, an assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, including or without, obtaining witnesses, procuring or deposing the assured or others on which in the opinion of the Company may be appropriate, including to establish the title to the estate or interest as stated herein, or to establish the lien rights of the assured, if the Company is prohibited by the failure of the assured to furnish the required cooperation, the Company's obligations to the insured under the guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and in accordance with the terms of Paragraph 3 of this Guarantee, the assured shall be required to furnish to the Company a proof of loss or damage, and to furnish to the Company all records, books, ledgers, checks, correspondence and memoranda in the custody or control of the assured or any insured or insureds, which reasonably pertain to the loss or damage, and to produce other reasonably requested information or (with permission) to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the assured for that claim.

7. Option to Pay or Otherwise Settle Claims; Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle (or compromise for or in the name of the Assured) any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a liability, the Company shall have the option to purchase the indebtedness secured by said mortgage or liability for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the assured claimant.

which were authorized by the Company up to the time of purchase.

Such payment, payment or tender (if payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company either as insurer and independent, the owner of such independent shall transfer and assign said independent, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation, to conduct the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Deal With Parties Other than the Assured or With the Assured Claimant.

To pay or otherwise deal with other parties for or in the name of an assured claimant any claim asserted against under this guarantee, together with any costs, attorneys' fees and expenses incurred by the assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to conduct the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract covering against any and every loss or damage sustained by the Assured claimant which has not been caused or damaged by means of any other independent source to the Assured and only as the events herein described, and subject to the conditions stated in Paragraph 5.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability covered by Paragraph 4;
(b) the amount of the unpaid principal indebtedness covered by the mortgage of an assured party, as limited or provided under Section 7 of these Conditions and Supplemental Conditions and Article 18 of the Conditions and Supplemental Conditions; or
(c) the difference between the value of the more or interest covered hereby as stated herein and the value of the more or interest subject to any defect, lien or encumbrance covered against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or covers the alleged defect, lien or encumbrance, or covers any other matter covered against by this Guarantee in a reasonably diligent manner by any means, including litigation and the completion of any appeals thereon, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any assured for liability voluntarily assumed by the assured in making any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro rata.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the amount of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unimpaired by any act of the assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The assured shall permit the Company to sue, compromise or settle in the name of the assured and in the name of the assured in any litigation or litigation involving this right or remedy.

If a payment on account of a claim does not fully cover the loss of the assured the Company shall be subrogated to all rights and remedies of the insured after the insured shall have recovered its principal amount, with costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitration means any dispute, but not non-payment of any claim, which is not known to the Company and the insured within ten (10) days of the date of this Guarantee. The insured or the Company or both may demand arbitration for the benefit of a third party provided that such demand is made within the deadline of liability or settlement of this Guarantee. There shall be no arbitration of liability or settlement of this Guarantee unless the amount of liability is in excess of \$1,000.00. There shall be no award of any amount to be paid by the Company and the assured shall not be bound by any award of any amount for funding cost of the parties. The award shall be binding only if the term of the time in which the award is issued is not a contract entered into by a prevailing party that goes against the award rendered by the Arbitrator(s) may be accepted in any court having jurisdiction thereof. The law of the state of the jurisdiction applying to an arbitration under this Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee's Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any attached hereto by the Company is the entire Guarantee and contract between the assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereon signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or a duly authorized officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the member of this Guarantee and shall be addressed to the Company at 114 East Fifth Street, West Ana, California 92701.

GUARANTEE

SUBDIVISION OR
PROPOSED SUBDIVISION:

FEE: \$125.00
POLICY NO.: J 156975

SOUTHWIND NO. 2

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HERRIN CALLED THE COMPANY, GUARANTEES:

ROBERT N. MILLER and NORMA J. MILLER

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH BEAVERHEAD COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$5,000.00.

THAT according to those public records which, under the recording laws of the state of Montana, impart constructive notice of matters affecting the title to the lands described on the attached legal description;

- (1) Parties having record title interest in said lands whose signatures are necessary under the requirements of Beaverhead County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

ROBERT N. MILLER and NORMA J. MILLER

- (2) Parties holding liens or encumbrances on the title to said lands are:

STATE BANK & TRUST COMPANY
BEAVERHEAD COUNTY TREASURER

- (3) Easements, claims of easements and restriction agreements of record are:
- (a) Easement and right-of-way for Montana State Highway No. 91, as same presently exists.

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GUARANTEED - continued

- (b) Power line easement granted to The Montana Power Company affecting in part a portion of the NE¼NE¼ of Section 35, T7S, R9W recorded in Book 139 of Deeds, at Page 427, records of Beaverhead County, Montana.
- (c) Gas line easement granted to The Montana Power Company affecting a portion of the E¼NE¼ of Section 35, T7S, R9W recorded in Book 178 of Deeds, at Page 48, records of Beaverhead County, Montana.
- (d) Right-of-way granted to Mountain States Telephone and Telegraph Company affects area contiguous to Highway right-of-way across Section 35, T7S, R9W, recorded in Book 213 of Microfilm, page 1004, records of Beaverhead County, Montana.
- (e) EASEMENT for Ingress and Egress, granted to James Peterson, Mary Jane Peterson and Grandview Ranch, Inc. affecting in part a portion of Section 35, T7S, R9W recorded in Book 259 of Microfilm. Pages 718-719, records of Beaverhead County, Montana.
- (f) Easements and other matters on the recorded plat to be filed of said subdivision.

DATE: June 6th, 2000 at 7:00 A.M.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 13, 14, 15, 16, 17, 18, 19, 20,
21, 22, 23, 24, 25, 26, 27 and 28,
SOUTHWIND NO. 2, filed for the record on _____
under Clerk & Recorder's Reception No. _____
and being a tract of land located in the NW¼ of
Section 35, T7S, R9W, Montana Principal Meridian.

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION
HELENA, MONTANA 59620-9726
DRIVEWAY APPROACH APPLICATION AND PERMIT

- To be filled in by Department of Transportation Personnel -

TRAFFIC ROUTE NO. 51-282 APPROACH STATION (S)
DISTRICT DUNE NO. 300 DAILY MILEPOST 1.7
COUNTY LEAVENWORTH PROJECT

DESIGNED AND CONSTRUCTED BY DIST. OF TRANSPORTATION
TYPE CONCRETE PIPE Size 16" Length 106'

Approach Recommended by DUNE Approach Application Date
DISTRICT TRAFFIC ENGINEER Approved by
or Traffic Unit District Engineer

APPLICANT (Property Owner)
Name: [Handwritten Name] Phone: 606-25342
Address: [Handwritten Address] District: 1011 22715

hereby request the applicant requests permission to construct
approach, driveway, and/or on attached plot plan of plan and
profile and hereby made a part of this application

Please indicate if permits or approaches are required from units of government
other than the Department of Transportation. Write the number of permits
required in the box:

Federal, State, County, City, V/A
Private: [] Public: []
Use of Property or Facility: [Handwritten Description]

LOCATION:
City or Town: [Handwritten City]
(If rural, direction & approx. distance from
nearest city or town)

Street Name, if any: [Handwritten Street Name]

ROADWAY OR HIGHWAY:
Sight Distance: Left 1000' Right 1000'
Surfacing: [Handwritten Surfacing] Width: [Handwritten Width]

APPROACH:
Estimated number of trips per day: [Handwritten Trips]
Width: [Handwritten Width] View: [Handwritten View] Side of Roadway: [Handwritten Side]
(N, E, S, W)

DRAINAGE: See above as determined by Department of Transportation.

INSTRUCTION CONCERNING USE OF THIS FORM

Applicant will complete and deliver this form in duplicate to the
District Engineer serving the area in which the Approach Permit is requested.
The District Engineer, in conjunction with the District Traffic
Engineer is delegated authority to approve curb cuts, public and private
approaches serving businesses, residences and agricultural uses in rural or
urban areas without further consultation if the traffic conditions are not
congested. In congested areas, usually urban situations, the District
Engineer and District Traffic Engineer can request the Manager, Traffic Unit
in Helena for additional technical assistance. If this is necessary, the
approach should be sealed onto existing plan and profile sheets showing the
highway right-of-way and sent to Helena.

TRAFFIC CONTROL PERMIT TO INSTALL STRUCTURES OR INSTALLATIONS ON STATE HIGHWAYS

Subject to the following terms and conditions, the permit applied for upon the reverse side hereof, is hereby granted:

- 1) **TERM:** This permit shall be in full force and effect from the date hereof until further notice is provided.
- 2) **REVOCATION:** This permit may be revoked by the State upon giving thirty (30) days written notice by ordinary mail, directed to the address shown in the application hereto attached, but the State reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms of this permit.
- 3) **COMMENCEMENT OF WORK:** No work shall be commenced until Permittee notifies the District Engineer, shown in application, when he prepares to commence work.
- 4) **CHANGES IN HIGHWAY:** If the State changes the highway or there are other changes to adjoining streets, alleys, etc., which necessitate alterations in structures or installations installed under this permit, Permittee shall make the necessary alterations at Permittee's sole expense or in accordance with a separate agreement.
- 5) **STATE SHOWN HARMLESS FROM CLAIMS:** In accepting this permit the Permittee, its/his successors or assigns, agree to protect the State and save it harmless from all claims, actions or damage of every kind and description which may occur to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or nature of installation, maintenance or construction, or any other cause or causes arising out of, or by reason of, any of the above, and the Permittee, its/his successors or assigns, will upon notice to it/him of the commencement of such action, defend the same to the extent of its/their sole expense and satisfy any judgment which may be rendered against the State in any such suit or action.
- 6) **PROTECTION OF TRAFFIC:** Insofar as the interests of the State and the travelling public are concerned, all work performed under this permit shall be done under the supervision of the District Engineer or the Department of Transportation and his authorized representatives, and he/she shall indicate barriers to be erected, the lighting to be used at night, signs, cones, etc., and other devices which are to be handled, and shall specify to Permittee how road surface is to be replaced if it is disturbed during operations, but shall supervise and in no way operate to, relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6 thereof.
- 7) **HIGHWAY DRAINAGE:** If the work done under this permit interferes in any way with the drainage of the State Highway affected, Permittee shall, at Permittee's own expense, make such provisions as the State may direct to take care of said drainage.
- 8) **SURFACE AND DRAINAGE:** Upon completion of work contemplated under this permit, all dust and debris shall be immediately removed and the roadway and the roadside left in a neat and presentable condition satisfactory to the State.
- 9) **WORK TO BE SUPERVISED BY STATE:** All work contemplated under this permit shall be done under the supervision of and to the satisfaction of the authorized representatives of the State, and the State hereby reserves the right to order the change or removal of any structure or installation authorized by this permit at any time, said change or removal to be made at the sole expense of the permittee.
- 10) **STATE'S RIGHT NOT TO BE INTERFERED WITH:** All such changes, reconstructing or relocation shall be done by Permittee in such a manner as will avoid the least interference with any of the State's work, and the State shall in no way be liable for any damage to the Permittee by reason of any such work by the State, its agents, contractors or representatives, or by the exercise of any rights by the State upon the highways by the installations or structures placed under this permit.
- 11) **REMOVAL OF INSTALLATIONS OR STRUCTURES:** Unless waived by the State, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of applying for the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
- 12) **MAINTENANCE RE EXPENSE OF PERMITTEE:** Permittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the State.
- 13) **STATE NOT LIABLE FOR DAMAGE TO INSTALLATIONS:** In accepting this permit the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for the State, or by any State employee engaged in construction, alteration, repair, maintenance or improvement of the State Highway, shall be at the sole expense of the Permittee.
- 14) **STATE TO BE REIMBURSED FOR REPAIRING ROADWAY:** Upon being billed therefore Permittee agrees to promptly reimburse State for any expense incurred in repairing surface or roadway due to settlement at installation, or for any other damage to roadway as a result of the work performed under this permit.
- 15) **OTHER CONDITIONS AND/OR REMARKS:**
 - a. All approach side slopes will be constructed on not less than 6 to 1 slope, unless otherwise approved.
 - b. No private signs or devices etc. will be constructed or installed within the Highway Right of Way limits.
 - c. This permit is valid only if approach construction is completed within _____ month from date of issue.

Dated at _____, Montana, this _____ day of _____, 19____.

The undersigned, the Permittee, hereby accepts this permit, together with all of the terms and conditions set forth herein, and agrees to comply with the same.

Permittee

DEPARTMENT OF TRANSPORTATION

District Engineer

Completed approach inspected by:

Date _____
Title _____

-the copy of permit to District Engineer for file.
-the copy of permit to Applicant
D:\s\HC\10.00