

237124
STATE OF MONTANA)
County of Beaverhead)

INDEXED

Filed for record this 16 day of October, 1999 at 10:00 o'clock A.M., and recorded in Book 298 of Deed on Page 167-168 of the records of the County of Beaverhead, State of Montana. Lawrence B. Johnson, Clerk and Recorder, By Christy Anderson
#3000 McKee Anderson 27 S. Pacific - Dillon

AMENDMENT TO PROTECTIVE COVENANTS

THIS AGREEMENT is entered into to amend the Protective Covenants for real property located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 6 South, Range 9 West, of Beaverhead County, Montana, more completely described as Exhibit A of the Warranty Deed filed in Book 218, Pages 506 through 509 of the records of the Clerk and Recorder of Beaverhead County, Montana. A copy of which is attached and by reference incorporated herein.

The current owners of the lots of said development are as follows: Darrell Sunderlin, Linda Sunderlin, George Schisler, Frances Schisler, James Antosh, James Paddock, ⁰¹⁶³⁹ Joyce Paddock, Clyde Walker, and Judith Walker. This encompasses all of the current owners of record in said development.

The parties hereby mutually agree to amend paragraph 3 as follows:

3. Farm animals permissible are horses, mules, donkeys, cows, and sheep, and in the amount of three animal units per acre of useable pasture:

- 1 horse = two animal units
- 1 mule = two animal units
- 1 donkey = two animal units
- 1 cow = one animal unit
- 1 sheep = .2 animal unit (not to exceed 20 sheep)
- 1 offspring up to one year old = 1/2 of parent animal unit

By Darrell J. Sunderlin 10-15-99
Darrell Sunderlin Date

By Linda Sunderlin 10-15-99
Linda Sunderlin Date

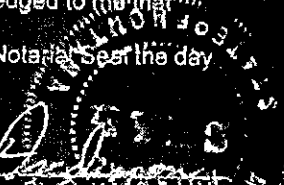
By George Schisler 10-15-99
George Schisler Date

By Frances Schisler 10-15-99
Frances Schisler Date

STATE OF MONTANA)
 :56
County of Beaverhead)

On this 15 day of October 1999, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George Schister, known to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.

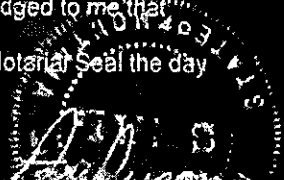
IN WITNESS WHEREOF, I have hereunto set my hand affixed my Notarial Seal the day and year in this certificate first above written.


Melvin Anderson
Notary Public for the State of Montana
Residing in Dallas
My Commission Expires: 9/5/2000

STATE OF MONTANA)
 :55
County of Beaverhead)

On this ___ day of October 1999, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Frances Schister, known to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.

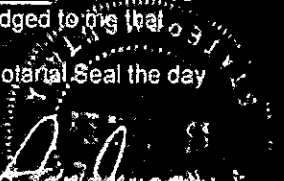
IN WITNESS WHEREOF, I have hereunto set my hand affixed my Notarial Seal the day and year in this certificate first above written.


Melvin Anderson
Notary Public for the State of Montana
Residing in Dallas
My Commission Expires: 9/5/2000

STATE OF MONTANA)
 :55
County of Beaverhead)

On this 15 day of October 1999, before me, the undersigned, a Notary Public for the State of Montana, personally appeared James Hatosh, known to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.

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


Melvin Anderson
Notary Public for the State of Montana
Residing in Dallas
My Commission Expires: 9/5/2000

Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires 10/15/2000

On this 15 day of October 1998, before me, the undersigned, a Notary Public for the State of Montana, personally appeared David Walker, known to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires 10/15/2000

On this 15 day of October 1999, before me, the undersigned, a Notary Public for the State of Montana, personally appeared David Walker, known to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand affixed my Notarial Seal the day and year in this certificate first above written.

X The signatures above represent a majority of the lots in the development on this date, October 15 1999.

By James Paddock
By James Paddock
By James Paddock
By James Paddock
By James Paddock
By James Paddock
By James Paddock
By James Paddock

Date 10/15/99
Date 10/15/99
Date 10/15/99
Date 10/15/99
Date 10/15/99
Date 10/15/99
Date 10/15/99
Date 10/15/99

WARRANTY DEED

(JOINT TENANCY)

For Value Received TOLMAN LIVESTOCK COMPANY, Dillon, Montana

REVENUE STAMPS

the grantor , does hereby grant, bargain, sell, convey and confirm unto
DOUGLAS M. LAKEY and SYLVIA K. LAKEY, 4400 Laknar Lane,
Dillon, Montana,

the grantees, as joint tenants (and not as tenants in common), and to the survivor of said
named joint tenants, and their assigns, and to the heirs and assigns of such survivor, the
following described premises, in Beaverhead County, Montana, to-wit:

Described in Exhibit "A"
attached hereto and by
this reference made a
part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, as
joint tenants with right of survivorship (and not as tenants in common) and their assigns, and to the heirs
and assigns of the survivor of said named joint tenants forever. And the said Grantor does
hereby covenant to and with the said Grantees, that ~~he~~ it is the owner
in fee simple of said premises; that they are free from all incumbrances

and that ~~he~~ it will warrant and defend the same from all lawful claims whatsoever.

Dated: September 30, 1980

TOLMAN LIVESTOCK CO.

By: Donald H. Tolman
Its President

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162482

PLATTED

STATE OF MONTANA, COUNTY OF

On this 30 day of September, 1980,
before me, a notary public in and for said State, personally
appeared DONALD G. TOLMAN, known to me
to be the President of TOLMAN LIVE-
STOCK CO., the corporation that
executed

~~XXXXXX~~
the within instrument, and acknowledged to
me that such corporation executed the same.

James L. Mayfield
Notary Public for the State of Montana

STATE OF MONTANA, COUNTY OF BEAVERHEAD

I hereby certify that this instrument was filed for record at
the request of Earl MOONEY

at 45 minutes past 2 o'clock P.m.
this 3rd day of October,
1980, in my office, and duly recorded in Book 223
of Deeds at page 1499-1502

Margaret E. Thompson
County Clerk and Recorder

By Richard E. Allen

EXHIBIT "A"
Parcel 4

A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, T6S, R9W, County of Beaverhead, State of Montana, and more completely described as follows:

Beginning at the NE property corner of the D. Taylor property shown on C.O.S. No. 157, thence, S88°47'00" W. 397.95 feet to the point of beginning; thence, first course, N 15°36'35" W 179.22 feet; thence, second course, N 65°52'11" W 139.21 feet; thence, third course, N 13°39'47" E 215.18 feet; thence, fourth course, N 16°24'30" W 303.20 feet; thence, fifth course, N 13°40'25" E 161.58 feet; thence, sixth course, N 13°31'10" W 230.07 feet; thence, seventh course, N 89°23'35" W 638.23 feet; thence, eighth course, S 01°42'32" W 1001.18 feet; thence, ninth course, S 08°39'11" E 1031.50 feet; thence, tenth course, N 88°00'20" E 123.11 feet; thence, eleventh course, N 65°44'07" E 100.50 feet; thence, twelfth course, N 42°40'16" E 83.88 feet; thence, thirteenth course, N 15°09'23" E 119.10 feet; thence, fourteenth course, N 36°01'20" E 252.80 feet; thence, fifteenth course, N 49°06'15" E 92.87 feet; thence, sixteenth and final course, N 27°34'06" E 469.63 feet to the point of beginning. Said parcel 4 containing 29.86 acres. Shown on C.O.S. 224 filed with Clerk & Recorder, Beaverhead County, Montana.

TOGETHER with an easement for ingress and egress to and from said Parcel #4 and U.S. Highway #91 over and across the westerly thirty feet of the easterly ninety feet of Parcel #2 of the aforementioned Certificate of Survey #224, being a strip of land 30 feet in width and adjacent to the West Side Canal easement, which shall not be obstructed by closed gates.

ALSO TOGETHER WITH an easement for ingress and egress to and from said Parcel #4 and U.S. Highway #91 over and across the south sixty feet of Parcel #3 of the aforementioned Certificate #224, being a strip of land 60 feet in width and adjacent to the south boundary of said Parcel #3.

RESERVING unto Tolman, its heirs and assigns, one-quarter of all minerals, oil and gas saved and produced from the real property described above.

AND SUBJECT TO an easement to keep and maintain a buried sprinkler irrigation mainline from a sump on Parcel #4 on the northwesterly side of the West Side Canal to Parcel #5 of said Certificate of Survey #224.

AND ALSO SUBJECT to a restrictive covenant running with the land whereby grantees shall not subdivide the aforementioned real property so that any parcel thereof is less than five (5) acres.

EXHIBIT "A"

Continued-

BUT SUBJECT, HOWEVER, to any and all easements, existing in, over or upon such real property, or any part thereof, whether or not appearing of record; and SUBJECT, ALSO, to any and all reservations and exceptions set out and contained in any patent or other instrument whereby said real property, or any part thereof, passed from public to private ownership.

FURTHER SUBJECT to any and all reservations of minerals, oil and gas saved and produced from said real property, heretofore reserved by the predecessors in interest of Grantor.

And subject to the PROTECTIVE COVENANTS attached.

PROTECTIVE COVENANTS

It is understood and agreed that this conveyance is made and accepted and the realty is hereby granted, on and subject to the following covenants, conditions, restrictions, and reservations (in addition to any hereinabove or hereinafter mentioned), which covenants, conditions, restrictions, and reservations shall apply to and run with the conveyed land; all successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties hereto.

1. This tract shall be used only for residential homes and approved out buildings. Houses shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property. A double wide mobile home is permitted when set on a permanent foundation. An attached or unattached garage is permitted. Unattached garages must follow the construction practices of out buildings as described in paragraph 2 herein.

2. Any out buildings shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property.

3. Farm animals permissible are horses, cows, and sheep and in the amount of three animal units per acre of useable pasture:

Animal units are computed as follows:

1 horse = two animal units

1 cow = one animal unit

1 sheep = .2 animal unit (not to exceed 20 sheep)

1 offspring up to one year old = $\frac{1}{2}$ of parent animal unit

4. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Board of Health of the State of Montana. No septic tank or field system shall be nearer than 50 feet to any side except with the consent of the appropriate health officials of the County and State, and no sewage, wastewater, trash, garbage or debris shall be permitted to drain into any body of water in or adjacent to the development.

5. No commercial business or trade shall be carried on upon this tract nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood. This paragraph does not prevent the operation of a professional business such as that of a lawyer, doctor, dentist or engineer.

6. The said premises shall at all times be kept clean, sightly and in a wholesome condition, and no trash, litter, or junk shall be permitted to remain unexposed upon the premises.

7. The protective covenants may be changed in whole or in part at any time by recording in the office of the Clerk and Recorder, Beaverhead County, Montana, a written instrument describing any modification and signed by the owners of a majority of the lots of said development.

8. This tract may not be divided in less than 5 acre parcels.

9. If the owner of this tract, or any part thereof, or any person, shall violate any of the covenants or restrictions herein set forth, it shall be lawful for any owners of the adjoining property to prosecute proceedings at law or in equity against such tract owner or person either to prevent the violation or to recover damages for such violations.

STATE OF MONTANA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 through 76-4-131, MCA)To: County Clerk and Recorder
Beaverhead County
Dillon, Montana

No.1-79-S38-1771

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as : Parker Occasional Sale

PARCEL A

A parcel of land located in the SE 1/4 NE 1/4 of Section 25, T6S, R9W, M.P.M., County of Beaverhead, State of Montana, and more completely described as follows:

Beginning at the N.W. property corner of Parcel 2 shown on COS No. 224, which is also the point of beginning; thence first course, S 48° 59' 02" E 913.28 feet; thence, second course, N 51° 14' 34" E 308.87 feet; thence, third course, N 70° 03' 05" E 364.87 feet; thence, fourth course, N 01° 09' 28" E 268.25 feet; thence, fifth and final course, N 89° 23' 35" W 1279.12 feet to the point of beginning. Said parcel containing 10.04 acres.

PARCEL B

A parcel of land located in the SE 1/4 NE 1/4 and the NE 1/4 SE 1/4 of Section 25, T6S, R9W, M.P.M., County of Beaverhead, State of Montana, and more completely described as follows:

Beginning at the N.W. property corner of Parcel 2 shown on COS No. 224, which is also the point of beginning; thence, first course, S 01° 42' 32" W 957.00 feet; thence, second course, S 89° 23' 35" E 638.23 feet; thence, third course, N 13° 31' 10" W 176.30 feet; thence, fourth course, N 20° 02' 27" E 144.50 feet; thence, fifth course, N 51° 14' 34" E 91.34 feet; thence, sixth and final course, N 48° 59' 02" W 913.28 feet to the point of beginning. Said parcel containing 10.04 acres.

consisting of 2 parcels have been reviewed by personnel of the Subdivision Bureau, and,

THAT the documents and data required by Section 76-4-101 through 76-4-131, M.C.A. 1979 and the rules of the Department of Health and Environmental Sciences made and promulgated pursuant thereto have been submitted and found to be in compliance therewith, and,

THAT approval of the Certificate of Survey (COS) is made with the understanding that the following conditions shall be met:

THAT the parcel size as indicated on the COS to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each parcel shall be used for one single-family dwelling, and,

THAT the individual water system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in ARM 16-2.14(10)-S14340 and the most current standards of the Department of Health and Environmental Sciences, and,

THAT data provided indicates an acceptable water source at a depth of 60 feet, and,

THAT the individual sewage treatment system will consist of a septic tank and subsurface drainfield of such size and description as will comply with Beaverhead County Septic System Regulations and ARM 16-2.14(10)-S14340, and,

THAT each subsurface drainfield shall have an absorption area of sufficient size to provide 220 square feet per bedroom, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply and sewage treatment systems will be located as shown on the approved plans, and,

THAT plans for the proposed water and individual sewage treatment systems will be reviewed and approved by the Beaverhead County Health Department before construction is started, and,

THAT the developer shall provide each purchaser of property with a copy of the COS, approved location of water supply and sewage treatment system and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT departure from any criteria set forth in the approved plans and specifications and ARM 16-2.14(10)-S14340 when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Health and Environmental Sciences.

YOU ARE REQUESTED to record this certificate by attaching it to the COS filed in your office as required by law.

DATED this 11th day of July, 1979.



A.C. KNIGHT, M.D., F.C.C.P.
DIRECTOR

By: Edward W. Casne
Edward W. Casne, P.E., Chief
Subdivision Bureau
Environmental Sciences Division

Owners Name:

Bruce Parker

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155302

STATE OF MONTANA—COUNTY OF BEAVERHEAD ss
Recorded on the 16th day of July
A. D. 19 79 at 4:32
o'clock P.M. Book 218 Page 1431-32

Harriet S. Thompson
County Recorder
By: Richard D. Alley
Deputy Recorder

n.e. C.S. # 242



PROTECTIVE COVENANTS

It is understood and agreed that this conveyance is made and accepted and the realty is hereby granted, on and subject to the following covenants, conditions, restrictions, and reservations (in addition to any hereinabove or hereinafter mentioned), which covenants, conditions, restrictions, and reservations shall apply to and run with the conveyed land; all successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties hereto.

1. This tract shall be used only for residential homes and approved out buildings. Houses shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property. A double wide mobile home is permitted when set on a permanent foundation. An attached or unattached garage is permitted. Unattached garages must follow the construction practices of out buildings as described in paragraph 2 herein.

2. Any out buildings shall be of new construction in accordance with modern construction practices that do not detract from the appearance of that property or adjacent property.

3. Farm animals permissible are horses, cows, and sheep and in the amount of three animal units per acre of useable pasture:

Animal units are computed as follows:

1 horse = two animal units

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1 offspring up to one year old = $\frac{1}{2}$ of parent animal unit

4. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Board of Health of the State of Montana. No septic tank or field system shall be nearer than 50 feet to any side except with the consent of the appropriate health officials of the County and State, and no sewage, wastewater, trash, garbage or debris shall be permitted to drain into any body of water in or adjacent to the development.

5. No commercial business or trade shall be carried on upon this tract nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood. This paragraph does not prevent the operation of a professional business such as that of a lawyer, doctor, dentist or engineer.

6. The said premises shall at all times be kept clean, sightly and in a wholesome condition, and no trash, litter, or junk shall be permitted to remain unexposed upon the premises.

7. The protective covenants may be changed in whole or in part at any time by recording in the office of the Clerk and Recorder, Beaverhead County, Montana, a written instrument describing any modification and signed by the owners of a majority of the lots of said development.

8. This tract may not be divided in less than 5 acre parcels.

9. If the owner of this tract, or any part thereof, or any person, shall violate any of the covenants or restrictions herein set forth, it shall be lawful for any owners of the adjoining property to prosecute proceedings at law or in equity against such tract owner or person either to prevent the violation or to recover damages for such violations.