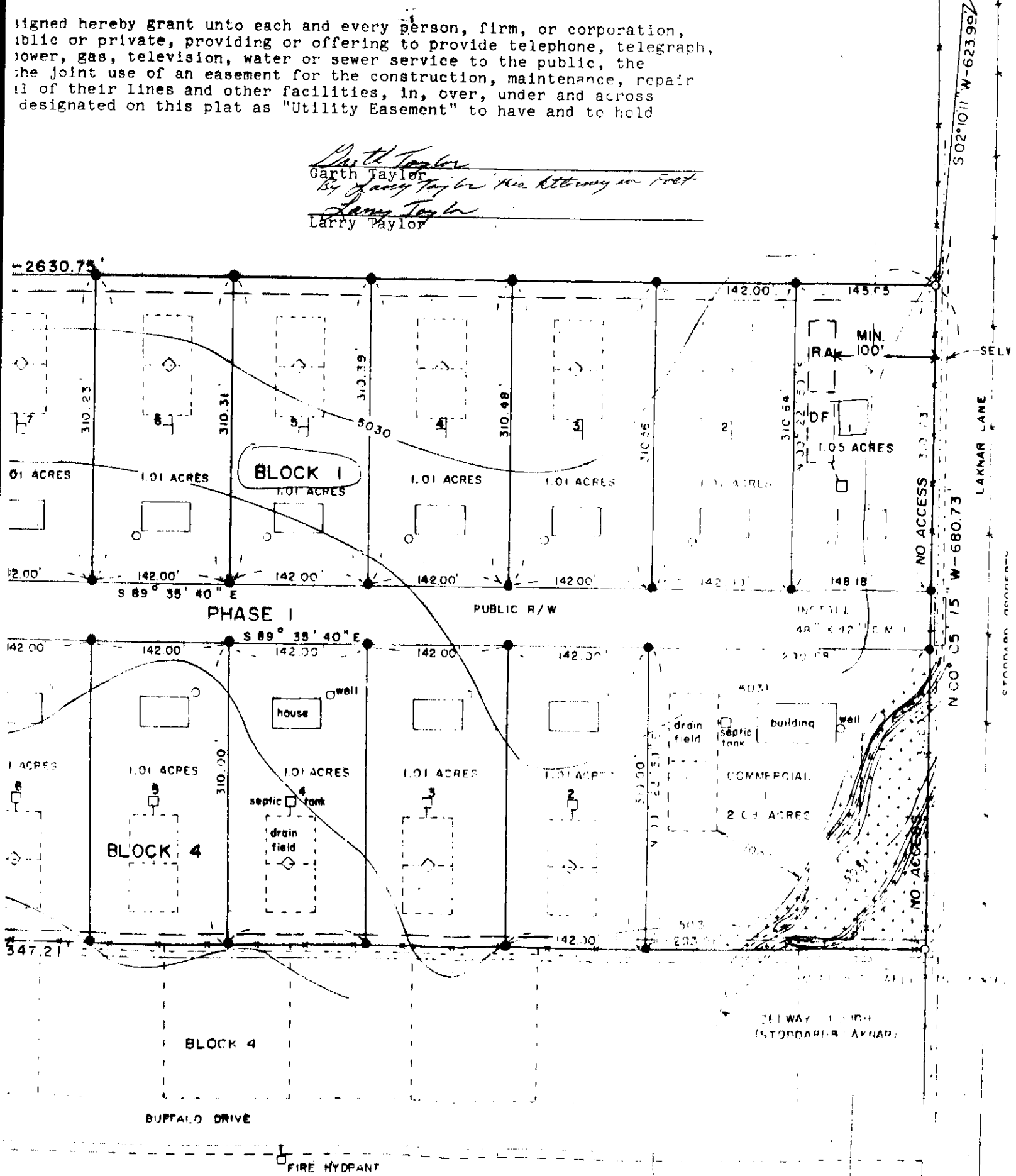


UTILITY EASEMENT GRANT

I hereby grant unto each and every person, firm, or corporation, public or private, providing or offering to provide telephone, telegraph, power, gas, television, water or sewer service to the public, the joint use of an easement for the construction, maintenance, repair of their lines and other facilities, in, over, under and across designated on this plat as "Utility Easement" to have and to hold

Garth Taylor
 Garth Taylor
 By *Larry Taylor* His Attorney in Fact
Larry Taylor
 Larry Taylor



S 02° 10' 11\" W-623.99'

LAKNAR LANE

STANDARD PROPERTY

N 00° 05' 15\" W-680.73'

NO ACCESS

NO ACCESS

SEELWAY LIGHT (STODDARD LAKNAR)

BUFFALO DRIVE

FIRE HYDRANT



DESCRIPTION

Section 6, Towns... 7 South, Range 8... State of Montana, and more completely describe... corner Section 6, Township 7 South, Range 8... to the TRUE POINT OF BEGINNING... 6630.75 feet, thence, second course, S 00° 21' 27" E 89° 37' 04" E 1288.84 feet, thence, fourth course, fifth and final course, N 69° 05' 15" E...

Certificate of Survey No. 429.

RECORDED

Records of Beaverhead County, Montana, instrument was filed in my office this 10th day of May, in the presence of... [Signatures]

Notary Public

CERTIFICATE

I hereby certify that I am a Registered Land Surveyor in the State of Montana, and that the Survey represented on this plat was made 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 the monuments set, together with the original field notes, are of the type shown, and are sufficient to enable the land to be located and returned to the original owner...

[Signature: J. J. Schellack]

UTILITY EASEMENT GRANT

The undersigned hereby grant unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephones, telegraph, electric power, gas, television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "Utility Easement" to have and to hold forever.

[Signature: Terry Taylor]

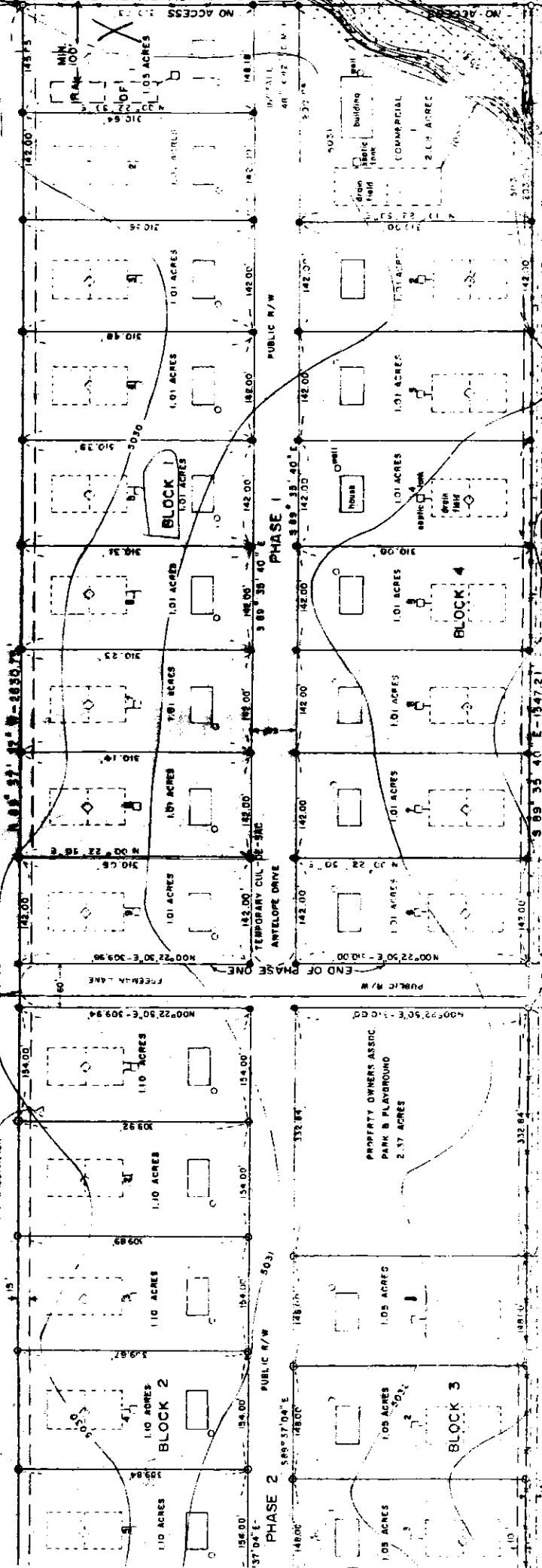
FINAL PLAT

BURIED IRRIGATION MAINLINE

TAYLOR PROPERTY C.O.S. NO. 208

TEMPORARY CUL-DE-SAC

MONITORING WELL NO. 5 THIS SUBDIVISION



MONITORING WELL NO. 2 (EXISTING) WATER II' BELOW SURFACE

PROPERTY OWNERS ASSOC. PARK & PLAYGROUND 2.37 ACRES

TAYLOR SUBDIVISION

FIRE HYDRANT

WATER MAIN - 6" PVC

R.S.U. CONSTRUCTION PROPERTY (WELLER SUBDIVISION NO. 21)

NOTICE: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

STATE OF MONTANA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 through 76-4-131, MCA 1979)

To: County Clerk and Recorder
Beaverhead County
Dillon, Montana

No. 1-85-L1-35
0072x

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Taylor Subdivision, located in the N 1/2, NE 1/4, Section 6, T 7 S, R 8 W, P.M.M., County of Beaverhead consisting of 31 parcels have been reviewed by personnel of the Water Quality Bureau, and,

THAT the documents and data required by Section 76-4-101 through 76-4-131, MCA 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 Plat is made with the understanding that the following conditions shall be met:

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

THAT each lot shall be used for one single-family dwelling except for lot 1, block 4 which shall be commercial, and,

THAT each individual water system will consist of a well drilled to a minimum depth of 50 feet constructed in accordance with the criteria established in Title 16, Chapter 16, Sub-Chapters 1, 3, & 6 ARM 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 67 feet and all wells should be developed to this depth to prevent depletion of the aquifer, and,

THAT each 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 Title 16, Chapter 16, Sub-Chapters 1, 3 & 6 ARM, and,

THAT each subsurface drainfield shall have an absorption area of sufficient size to provide 140 square feet per bedroom for lot 7, block 1; lots 1, 2 & 8, block 2; lots 7 & 8, block 4; 160 square feet per bedroom for lots 1 & 3, block 1; lot 4, block 2; lots 2 & 6, block 3; lots 4 & 6, block 4; 190 square feet per bedroom for lots 2 & 8, block 1; lots 3 & 7, block 2; lot 3, block 3; lot 2, block 4; 220 square feet per bedroom for lots 4, 5 & 6, block 1; lots 5 & 6, block 2; lots 1 & 4, block 3; lots 1 & 3, block 4; 250 square feet per bedroom for lot 9, block 1; 280 square feet per bedroom for lot 5, block 3; 300 square feet per bedroom for lot 5, block 4, and,

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

Page 2
Taylor Subdivision
Beaverhead County
1-85-L1-35

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 Title 16, Chapter 16, Sub-Chapter 1, 3, & 6 AMM 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 February, 1985.

JOHN J. DRYNAN, M.D.
DIRECTOR

By: Steven L. Pilcher
Steven L. Pilcher, Chief
Water Quality Bureau
Environmental Sciences Division

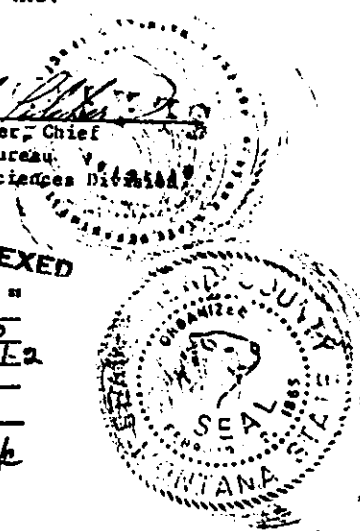
Owner's Name:

Garth and Larry Taylor

183755 INDEXED

STATE OF MONTANA—COUNTY OF BEAVERHEAD as
Recorded on the 9th day of April
A. D. 1985 at 2:30
o'clock P.M. Book 240 Page 166-2
By Mary B. Clark
County Recorder

Filed - Garth Taylor Plat nk



SECRETARY OF STATE
STATE OF MONTANA

CERTIFICATE OF INCORPORATION

I, JIM WALTERMIRE, Secretary of State of the State of Montana, do hereby certify that the Articles of Incorporation for the incorporation of TAYLOR SUBDIVISION OWNERS' ASSOCIATION, INC., a Montana corporation, duly executed pursuant to the provisions of Section 35-2-203, Montana Code Annotated, have been received in my office and conform to law.

NOW, THEREFORE, I, JIM WALTERMIRE, as such Secretary of State, by virtue of the authority vested in me by law, hereby issue this Certificate of Incorporation to TAYLOR SUBDIVISION OWNERS' ASSOCIATION, INC., a Montana corporation, and attach hereto a copy of the Articles of Incorporation.

IN WITNESS WHEREOF, I
have hereunto set my hand and
affixed the Great Seal of the
State of Montana, at Helena,
the Capital, this March 5,
A.D. 1985.


JIM WALTERMIRE
Secretary of State



BOOK 240 702
295950
STATE OF MONTANA

FILED

MAR 5 1985

JIM WALTERMIRE
SECRETARY OF STATE
Jim Waltermire
Done
gub
20.0

ARTICLES OF INCORPORATION
OF
TAYLOR SUBDIVISION
OWNERS' ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned for the purpose of forming a non-profit corporation pursuant to the provisions of Chapter 23, Title 15, Revised Codes of Montana, do hereby certify as follows:

ARTICLE I

The name of the corporation shall be TAYLOR SUBDIVISION OWNERS' ASSOCIATION, INC.

ARTICLE II

The duration of the corporation shall be perpetual.

ARTICLE III

The purposes for which the corporation is formed are:

(a) To own, manage and develop park land within Taylor Subdivision, a subdivision of Beaverhead County, Montana, and to conduct any activities incidental thereto.

(b) To engage in any lawful activity presently or hereafter permitted under the Montana Nonprofit Corporation Act, as amended, of the State of Montana, including all powers authorized thereby.

ARTICLE IV

The corporation does not contemplate pecuniary gain or profit to its members.

ARTICLE V

The name of the corporation's registered agent is Garth Taylor, and he can be found at the corporation's registered address, which is:

6825 Highway 91 North
Dillon, Montana 59725

ARTICLE VI

The number of directors, offices, and officers of the corporation shall be governed by the corporation's By-Laws and may be changed by amendment to the corporation's By-Laws, provided, however, that there shall be at all times at least three (3) directors of the corporation.

The initial board of directors of the corporation shall consist of three persons whose names and addresses are:

Garth Taylor	6825 Highway 91 N, Dillon, MT 59725
Norma Taylor	6825 Highway 91 N, Dillon, MT 59725
Larry Taylor	4775 Laknar Lane, Dillon, MT 59725

ARTICLE VII

The qualification, voting rights, and privileges of members of the corporation, the classes of membership, and the amount of assessments and the method of their collection shall be set forth in the corporation's By-Laws.

ARTICLE VIII

The name and address of the incorporator is:

John Warren P.O. Box 28, Dillon, MT 59725

ARTICLE IX

Upon dissolution of the corporation its assets shall be applied and distributed in the following manner only:

1. First, all liabilities and obligations of the corporation shall be paid and discharged or adequate provisions shall be made therefore;
2. Second, assets held by the corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accord with such requirements.
3. Third, assets received and held by the corporation subject to limitations permitting their use only for public recreation, or similar purposes, but not held upon a condition requiring return, transfer, or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, organizations, or governmental organizations engaged in activities substantially similar to those of the corporation.
4. Fourth, any remaining assets may be distributed to such persons, societies, organizations, or foreign or domestic corporations, or governmental entities, whether for profit or

non-profit, as may be specified in the corporation's plan of dissolution.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 22 day of February, 1985.

John Warren

THE STATE OF MONTANA)
County of Beaverhead) ss.

On this 22 day of Feb., 1985, before me the undersigned, a Notary Public for the State of Montana, personally appeared JOHN WARREN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Lois Brown
Notary Public for State of Montana
Residing at Dillon, Montana
My Commission expires Sept. 26, 1986

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 covenant 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) No building or structure of any kind whatsoever other than a single dwelling house shall be erected on the property, and any such dwelling house shall be used for residential purposes only.

(2) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(3) No structure shall be placed within twenty-five (25) feet of any street or road or within ten (10) feet of any lot boundary. The area of ground covered by any dwelling structure, exclusive of any garage, shall not be less than nine hundred (900) square feet. Construction on any structure shall be completed within twelve months of commencement.

(4) The property shall at all times be kept clean, sightly, and in a wholesome condition, and no trash, litter, or junk shall be permitted to remain exposed upon the property. No inoperable vehicle shall remain on the property or nearby street for a period longer than 90 days. No chickens, pigs, goats, cattle, horses, or any other livestock or animal of an offensive nature may be kept on the property either temporarily or permanently. Pets, such as dogs and cats, shall be kept under control and shall not be permitted to wander or roam at will.

(5) No commercial business or trade shall be carried on upon the property, nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood.

(6) The property shall not be subdivided.

(7) These protective covenants shall limit the use of each lot of the Taylor Major Subdivision, Beaverhead County, Montana, provided however, that the use of Lot 1, Block 4, thereof shall not be burdened by the restrictions of paragraphs (1) and (5) above if its owner or owners desire to use said Lot 1, Block 4, for operation of a retail store. If any owner of a lot in said subdivision, or any person, shall violate any of the covenants or restrictions herein set forth, it shall be lawful for any owner or owners of property in said subdivision to initiate appropriate proceedings at law or in equity either to prevent the violation or to recover damages for such violation.

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

(9) These covenants and restrictions are to run with the land and be perpetual.

(10) All zoning laws, rules and regulations of any government agency having jurisdiction over this land are considered to be part hereof and enforceable hereunder.

(11) Invalidation of any of these restrictive covenants, or any provision hereof, shall in no wise affect any of the other restrictive covenants or provisions hereof, all of which shall remain in full force and effect.

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 covenant 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) No building or structure of any kind whatsoever other than a single dwelling house shall be erected on the property, and any such dwelling house shall be used for residential purposes only.
- (2) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (3) No structure shall be placed within twenty-five (25) feet of any street or road or within ten (10) feet of any lot boundary. The area of ground covered by any dwelling structure, exclusive of any garage, shall not be less than nine hundred (900) square feet. Construction on any structure shall be completed within twelve months of commencement.
- (4) The property shall at all times be kept clean, sightly, and in a wholesome condition, and no trash, litter, or junk shall be permitted to remain exposed upon the property. No inoperable vehicle shall remain on the property or nearby street for a period longer than 90 days. No chickens, pigs, goats, cattle, horses, or any other livestock or animal of an offensive nature may be kept on the property either temporarily or permanently. Pets, such as dogs and cats, shall be kept under control and shall not be permitted to wander or roam at will.
- (5) No commercial business or trade shall be carried on upon the property, nor shall anything be done thereon which shall become an annoyance or nuisance in the neighborhood.
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- (9) These covenants and restrictions are to run with the land and be perpetual.
- (10) All zoning laws, rules and regulations of any government agency having jurisdiction over this land are considered to be part hereof and enforceable hereunder.
- (11) Invalidation of any of these restrictive covenants, or any provision hereof, shall in no wise affect any of the other restrictive covenants or provisions hereof, all of which shall remain in full force and effect.

SUPPLEMENTAL UTILITY EASEMENT GRANT

The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on the hereinafter described Taylor Subdivision Plat as Utility Easement.

This grant is supplemental to Grant made by Garth Taylor and Larry Taylor, and is to be annexed to and made a part of Taylor Subdivision Plat, filed April 3, 1985, at 11 o'clock A.M. in the office of the County Clerk and Recorder of Beaverhead County, Montana, Reception No. 183697.

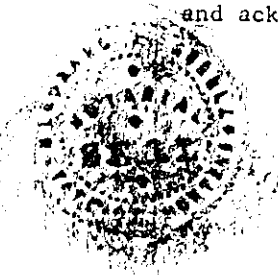
Dated April 15, 1985.

Norma Taylor
Norma Taylor

STATE OF MONTANA)
County of Beaverhead) ^{ss}

On this 15th day of April, 1985, before me, the undersigned, a Notary Public, personally appeared NORMA TAYLOR, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Frank [Signature]
Notary Public for State of Montana
Residing at Dillon, Montana
My commission expires Feb. 4, 1988



183736 INDEXED
STATE OF MONTANA...
16th day April
1985
240 697
Filed - Plat Case