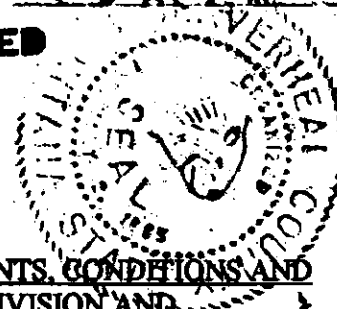


After Recording Return to:  
Paul Rebich  
PO Box 1037  
Frenchtown, MT 59834

276118 Bk 371 Pg 14 - 19  
BEAVERHEAD COUNTY Recorded 2/6/2012 At 4:35 PM  
Debra L. Scott, Clk & Rcdr By *Paul Rebich*  
Fee: \$ 52.00 Return to: PAUL REBICH  
P.O. BOX 1037 FRENCHTOWN MT 59834

INDEXED



**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST VIEW SUBDIVISION AND WEST VIEW 2 SUBDIVISION**

This Second Amended Declaration of Covenants, Conditions and Restrictions ("Declaration") is made this 3<sup>rd</sup> day of February, 2012, by the Canyon Land Company LLC, 1120 Eliason Lane, Dillon, Montana 59725, as "Declarant," Tightline Properties LLC, 950 Fiber Glass Road, Nashville TN 37243, and John D. Heckman and Donna I. Heckman, 1152 South Chokecherry Circle, Grantsville UT 84029, Lee J. Hiniker Construction, Inc., 80 Ten Peaks, Dillon, MT 59725, as Owners of certain lots within the Real Property, and provides as follows:

**RECITALS**

1. Declarant is the Owner of certain real property located in Beaverhead County, Montana, known as Lot 3 of the West View Subdivision and Lots 1C and 6-10 of the West View 2 Subdivision Amending Amended Lot 1 of West View Subdivision, according to the official plats thereof, recorded in the records of Beaverhead County, Montana and located in the SE ¼ of Section 10, T.8S, R.9W, Principal Meridian, Montana.
2. Tightline Properties LLC is the Owner of Lot 2, Lee J. Hiniker Construction, Inc. is the Owner of Lot 4 and John and Donna Heckman are the owners of Lot 5, all of the West View Subdivision, according to the official plat thereof, recorded in the records of Beaverhead County, Montana and located in the SE ¼ of Section 10, T.8S, R.9W, Principal Meridian, Montana.
3. Collectively, the parties to this Declaration are the owners of all the Lots within the West View Subdivision and the West View 2 Subdivision Amending Amended Lot 1 of West View Subdivision, according to the official plats thereof, recorded in the records of Beaverhead County, Montana (the "Real Property").
4. Canyon Land Company LLC previously recorded a Declaration of Covenants, Conditions and Restrictions for West View Subdivision in Book 364, Page 42, records of Beaverhead County, as document No. 273020 (the "Original Covenants").
5. The parties subsequently recorded an Amended Declaration of Covenants, Conditions and Restrictions for West View Subdivision and West View 2 Subdivision on November



3, 2011 in Book 369, Page 1261, records of Beaverhead County, as document No. 275526 (the "Amended Declaration").

6. The parties further desire to further amend the Covenants, Conditions and Restrictions as provided herein for the use and benefit of the property and its future Owners.

NOW THEREFORE, Declarant and all owners declare that the AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST VIEW SUBDIVISION AND WEST VIEW 2 SUBDIVISION is amended as follows:

Section 4 of the Amended Declaration is amended to add the following subsection 4.c:

- c. Water Share. At the request of the Canyon Ditch Irrigation Company, the Association shall hold title to the one Share of Stock in the Company and shall allocate the use of the water associated with the Share to Lot 1C. Any costs associated with the ownership of the Share or the use of the water shall be borne by the owner of the lot or lots to which it is allocated. This Section 4.c. shall not be amended (pursuant to Section 13) without the consent of the owner of Lot 1C.

Section 6.e. of the Amended Declaration is amended and replaced in its entirety as follows:

- e. Residential Use. All lots except Lot 2 of the West View Subdivision shall be known and described as residential Lots and no business, trade, or commercial activity of any kind or description shall be conducted thereon. This restriction shall not be deemed to prohibit the rental of a Single Family Dwelling for residential purposes or to prohibit home occupations which are incidental to the residential use of the structure. Lot 2 may be used as a hunting/fishing lodge or retreat center which may include the sale of fishing/hunting licenses and supplies, but only if such sales are to patrons of the lodge and not to the general public. Residential use shall not be construed to prohibit the historical agricultural use of the Lot 1C so long as such use is ancillary to the residential use.

Section 6.e. of the Amended Declaration is amended and replaced in its entirety as follows:

- v. Temporary Dwellings. No structure of a temporary character shall be constructed, placed or used on any Lot at any time as a residence or otherwise, nor shall any building be occupied for residential purposes until it is completely finished in accordance with the plans approved by the Architectural Control Committee. Campers, trailers, mobile homes or recreational vehicles shall not be used as either permanent or temporary dwellings. This restriction shall not be deemed to prohibit guests from staying in their own RV so long as the stay does not exceed 2 weeks in duration.





Owner of Lot 2, West View Subdivision

TIGHTLINE PROPERTIES LLC  
A Tennessee limited liability company.

By: *Lawrence E. Wilson*  
Lawrence E. Wilson, Managing Member

STATE OF Tennessee

County of Williamson

This instrument was acknowledged before me on this 31 day of Jan, 2012,  
by Lawrence E. Wilson, known to me to be the Managing Member of Tightline Properties, LLC,  
a Tennessee limited liability company.

*Denise Ann Payne*  
Printed Name of Notary Denise Ann Payne  
Notary Public for the State of Tennessee  
Residing at Brentwood, TN  
My Commission Expires 8/3/2015





