

SWEET GRASS TITLE COMPANY

(A/D/B/A MID-MONTANA TITLE OF HARLOWTON)

Title Insurance and Services
for Wheatland, Sweet Grass and
Golden Valley Counties

PO Box 1067
115 W. 2nd Ave.
Big Timber, MT 59011
Email: angie@sweetgrasstitle.com

Ph.: 406-932-4888

Fax: 406-932-5378

March 1, 2024

Attn: Kayla
Realty Billings

Property Profile for: (24 Mountain Vista Dr. Big Timber, MT 59011)

Lot 56 of the Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 filed 7-11-2002 in the records of Sweet Grass County, MT; located in the SE¼ and the SW¼ of Section 16, and in the NE¼ and the NW¼ of Section 21, Township 1 North, Range 15 East, PMM, Sweet Grass County, Montana.

Current vesting:

Warranty Deed filed 6-21-2021 in Book 95 D, Page 981 from Tebikew Seifu and Michaiah Seifu and Corey Claborn.

Certificate of Survey filed: **Plat 135242**

Deeds of Trust or Mortgages, which have not been released as of 2-12-2024:

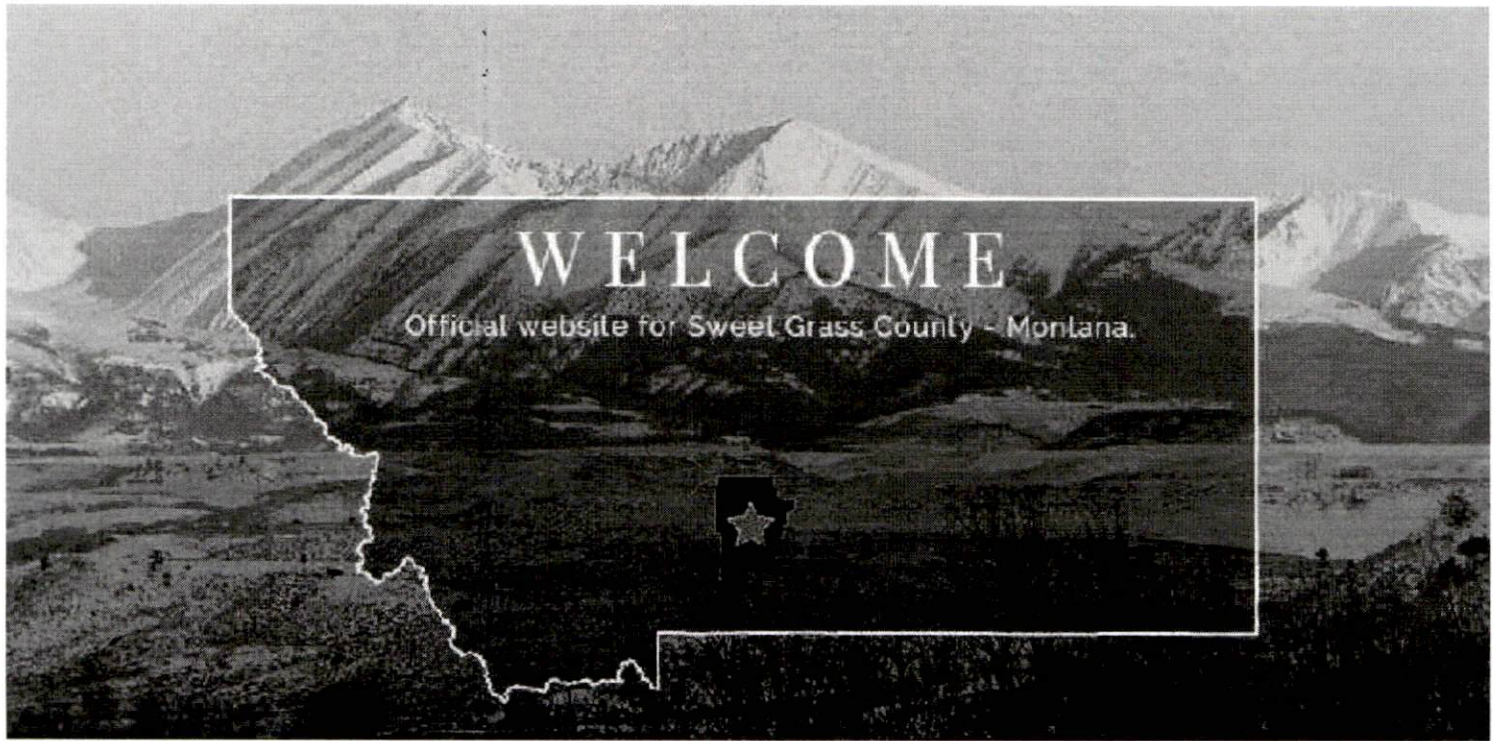
Deed of Trust dated 2-27-2023 filed 3-3-2023 in Book 131 Mtgs., Page 526 from Corey Claborn to Sweet Grass Title Company, Trustee, and Sky Federal Credit Union, Beneficiary for \$250,000.00 plus interest and any legal obligation secured thereby.

CCRs: 64 Misc., Page 412; 72 Misc., Page 790

Tax Information:

Tax Parcel Number: 1R05656. Sweet Grass County reports taxes and assessments for the year 2023 in the amount of \$3,469.38. First half is delinquent in the amount of \$1,734.69 plus penalties and interest, Second half in the amount of \$1,734.69.

This profile does not offer any title insurance, nor does it make any conclusions as to marketable ownership or encumbrances.



Shopping Cart: 0 items [\$0.00]



New Search



History



Payoff



PayTaxes



Help

Tax Payer ID: 0001R05656**Status:** Delinquent**Receipt:** 2633**2023 Owner(s):**
CLABORN COREY**Mailing Address:**PO BOX 1158
BIG TIMBER, MT 590111158**Legal Description:**

YELLOWSTONE MEADOWS SUBDIVISION, S21, T01 N, R15 E



Tax Comparison

2023 Value:

Market: \$643,500
Taxable: \$8,688

Detail

2023 Taxes:



View Pie Charts

First Half: \$1,734.69 **Due:** 11/30/2023
Second Half: \$1,734.69 **Due:** 5/31/2024
Total: \$3,469.38

Show Current Tax Bill



Detail

2023 Payments:

First Half: \$0.00
Second Half: \$0.00
Total: \$0.00

(May include penalty & interest)

2023 Legal Records:

Geo Code: 40-1021-21-2-02-56-0000 **Deed Book:** 95 **Page:** 981 **Instru#:** 161920 **Date:** 2021-06-21**Subdivision:** (YMS) SubDivision YMS **Lot:** 56**TRS:** T01 N, R15 E, Sec. 21**Legal:** YELLOWSTONE MEADOWS SUBDIVISION, S21,
T01 N, R15 E, Lot 56, COS 135242 1.004

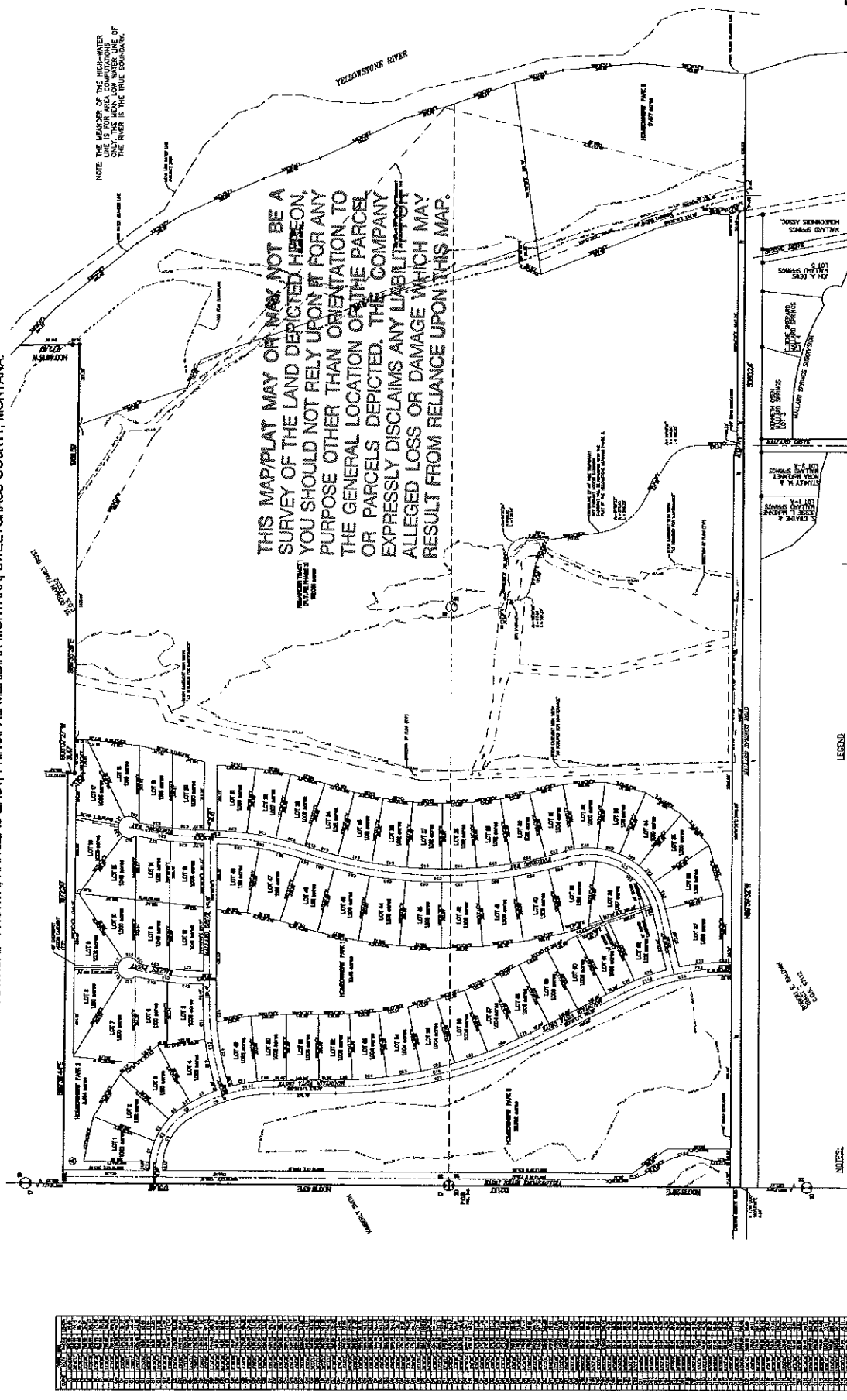
AC

Acres: 1.00

135242

135242

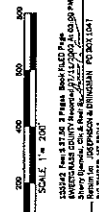
PLAT OF
THE YELLOWSTONE MEADOWS SUBDIVISION PHASES ONE AND TWO
A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER AND THE NORTHWEST ONE-QUARTER SECTION 21,
TOWNSHIP 1 NORTH, RANGE 15 EAST, PRINCIPAL MERIDIAN MONTANA, SWEETGRASS COUNTY, MONTANA.



NOTE: THE MEASURE OF THE HIGH-WATER LINE IS FOR AREA CONTAINING OF THE PLANT IN THE TRAIL BOUNDARY.

SHEET 1 OF 2
YELLOWSTONE MEADOWS
SUBDIVISION

FLUIDYNE
ENGINEERS - INVENTORS
20 NORTH WILSON STREET • SWEETGRASS, MONTANA 59715
505-688-2288 FAX 505-688-2285



LEGEND
• PRINCIPAL ALIENATION CAP (UNLESS NOTED)
○ GPS BENCHMARK REFERENCE OBSERVATION STATION
* MARKERS ARE EXISTING, DERIVED FROM GPS OBSERVATION AND REFERENCED TO THE MERIDIAN AT NORTH NORTH LATITUDE 45° 00' 00" AND WEST LONGITUDE 107° 30' 00" W.

NOTES:
1. UTILITY LOCATIONS EXIST WITHIN ALL SUBDIVISION PHASES. THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED BY THE UTILITY COMPANIES AND SHALL BE SHOWN ON THE FINAL PLAT. THE LOCATION OF ALL UTILITIES SHALL BE SHOWN ON THE FINAL PLAT.
2. SUBDIVISION PHASES SHALL BE USED FOR THE PURPOSES OF THE SUBDIVISION. THE SUBDIVISION SHALL BE USED FOR THE PURPOSES OF THE SUBDIVISION.
3. DUE TO POTENTIAL FOR LOW DEPENDS TO GROUND WATER, SUBDIVISIONS ARE NOT RECOMMENDED.

AREA	ACRES
PHASE 1 & 2 RESIDENTIAL LOTS	102.00
PHASE 1 & 2 COMMERCIAL LOTS	102.00
PHASE 1 & 2 INDUSTRIAL LOTS	102.00
PHASE 1 & 2 AGRICULTURAL LOTS	102.00
PHASE 1 & 2 RECREATION LOTS	102.00
PHASE 1 & 2 TOTAL	510.00

See Attachment: Final Survey, DCA, Set of Survey Notes, Book of Survey, and other documents. This plat is subject to the provisions of the Montana Subdivision Map Act.

BIG TIMBER VOLUNTEER FIRE DEPARTMENT
Big Timber, Montana

July 2, 2002

Board of Sweet Grass County Commissioners
P.O. Box 888
Big Timber, MT 59624-1724

RE: Yellowstone Meadows Subdivision
Dry Hydrant Installation

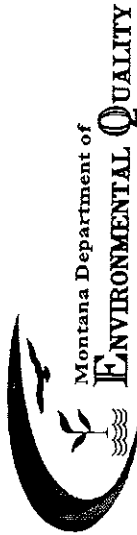
Dear Sweet Grass County Commission:

The BTYFD has inspected and tested the dry hydrant installation at the Yellowstone Meadows Subdivision. The installation meets the BTYFD specifications and is hereby approved.

Sincerely,

Mark A. Stephens

Mark Stephens
Fire Chief, Big Timber Volunteer Fire Department



Montana Department of
ENVIRONMENTAL QUALITY

P.O. Box 280981 • Helena, MT 59620-0981 • (406) 444-2544 • www.deq.state.mt.us

FLUIDDYNE INC
25 N WILLSON SUITE F
BOZEMAN MT 59715

November 26, 2001

RE: Yellowstone Meadows Phase 1 & 2
Sweet Grass County
E.Q. #02-1266

Dear Sir:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require a General Discharge Permit for Storm Water Associated with Construction Activity. Please contact Brian Heckenberger at (406) 444-5310 for more information. Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-136, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

Theresa Blazevich
Theresa Blazevich, Supervisor
Subdivision Section
Water Protection Bureau

TB/rnds

cc: County Sanitarian
County Planning Board

Judy Martinez
Judy Martinez, Governor

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 through 76-4-131, MCA 1995)

TO County Clerk and Recorder
Sweet Grass County
Big Timber, Montana

EQ # 02-1266

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Yellowstone Meadows Subdivision Phases 1 & 2

located in S1/2 Section 16 T1N, R15E, N1/4 Section 21 T1N, R15E, PM04, Sweet Grass County

consisting of 62 lots have been reviewed by personnel of the Permitting and Compliance Division, and

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the lot 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 (1) one single family dwelling, and,

THAT each individual water system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

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

THAT each individual sewage treatment system will consist of a septic tank with filter and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT each subsurface drainfield for a 3 bedroom dwelling for lots 17, 18, 19, 20, 33, 34, 35 & 58 shall be 3 feet wide and no deeper than 12" from natural ground surface and consist of 3 equal gravelless chambers of length 91.6 feet each that are pressure dosed in accordance with Fluidyne Inc. plans & specifications, and

THAT each subsurface drainfield for a 4 bedroom dwelling on lots 17, 18, 19, 20, 33, 34, 35, & 58 shall be 3 feet wide and no deeper than 12" from natural ground surface and consist of 3 equal gravelless chambers of length 87.5 feet that are pressure dosed in accordance with Fluidyne Inc. plans & specifications, and,

THAT each subsurface drainfield for a 3 bedroom dwelling on lots 1 - 16, 21 - 32, & 40 - 57 shall be 2 feet wide and no deeper than 18" from natural ground surface and consist of 3 equal gravelless chambers 91.6 feet that are pressure dosed in accordance with Fluidyne Inc. plans & specifications, and,

THAT each subsurface drainfield for a 4 bedroom dwelling on lots 1 - 16, 21 - 32, & 40 - 57 shall be 3 feet wide and no deeper than 18" from natural ground surface and consist of 3 equal lines of length 87.5 feet that are pressure dosed in accordance with Fluidyne Inc. plans and specifications, and,

THAT lots 36, 37, 59 - 62 shall utilize the multi family sewage disposal system designed in accordance with Fluidyne, Inc. plans and specifications, and,

THAT the multi family sewage disposal system will consist of 3375 sq ft of pressure dosed 3 foot trench, (12 - 93.75

Page 2
Yellowstone Meadows
Sweet Grass County

EQ# 02-1266

feet gravelless chambers), and,

THAT the multi family sewage disposal system trench will not be no deeper than 18" from natural ground level, 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 lake, river, flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

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

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

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

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Sub-chapters 1 and 3, before construction is started,

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local health officer having jurisdiction, before filing a subdivision plat with the county clerk and recorder.

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

DATED this 19 day of November, 2000.

JAN P. SENSEBAUGH
DIRECTOR

Reviewed & Approved

Rodney Hink
Rodney Hink, R.S.

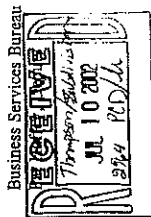
By:

Theresa Blazevich
Theresa Blazevich, Supervisor
Subdivision Section
Permitting and Compliance Division
Department of Environmental Quality

Owner's Name: New Century Const. Co. Inc.
John D. Thompson, President

SECRETARY OF STATE
STATE OF MONTANA
BOB BROWN

PRIORITY



Montana State Capitol
PO Box 202801
Helena, MT 59620-2801
(406)444-3665
<http://www.state.mt.us/sos/>

LAUREN RUDD
JOSEPHSON DRINGMAN & REDMON
PO BOX 1047
BIG TIMBER MT 59011

July 3, 2002

RE: YELLOWSTONE MEADOWS
SUBDIVISION, INC.
ARTICLES OF INCORPORATION
Date of Filing: July 2, 2002
Filing Number: 430621 - D117089

Dear Ms. Rudd:

I've approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

Pursuant to your request, I have deducted \$40.00 from your prepaid account to cover the costs of this transaction.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

Bob Brown

Bob Brown
Secretary of State
Enclosure

SWEET GRASS COUNTY ROAD APPROACH APPLICATION

Date: 8/13/2001

Name of Applicant: Fluidyne, Inc. for New Century Construction Company, Inc. (John Thompson, owner)

Address: 25 N. Willson, Suite F, Bozeman, MT 59715

Phone #: (406) 586-2289

Description of approach location: Within Phase 1 of Yellowstone Meadows Subdivision two roads intersect the Mallard Springs Road; Yellowstone River Road and Mountain Vista Road. Approach permits for intersections in later phases will be submitted prior to construction of those roads.

Purpose and description of approach: The Yellowstone River Road is currently a driveway access, but will be upgraded to a county standard gravel road providing access to the subdivision. Mountain Vista Road is a new gravel road providing access to the subdivision.

Sketch of proposed approach: Please see attached road plans and profiles for detailed information regarding the proposed approaches.

All approaches into county roads and right of ways must meet the standards established in the Sweet Grass County and Big Timber Subdivision Regulations, 1999. Approach applicants are responsible for traffic control during construction and must provide for cross drainage through the approach. Approach locations must be approved by the county road supervisor prior to construction.

Applicant Signature: *Lauren D. Rudd*

Road Supervisors Approval/Disapproval

Signature:

Lauren D. Rudd
17 Aug 01

You can correspond with our office via facsimile. Our fax number is (406) 444-3976. You can now fax in your search, copy, and certificate requests.

Sweet Grass County High School

Box 886
Big Timber, MT 59011Phone 932-5993
Fax 932-5982*Forming Foundation for the Future*

June 27, 2002

Dear Mr. Buchanan,


This note is in reference to the potential impact of the Yellowstone Meadows subdivision on the bus routes offered by Sweet Grass County High School. Presently bus services are provided to the Mallard Springs subdivision, which is literally across the road, so a bus is already available to pick up any potential students from the new additions.

We would probably use the same routine for a new subdivision as we have in the past for Mallard Springs, Twin Ponds, and Indian Rings. If the number of students is low (less than ten), we pick up at the entrance of the subdivision with one stop. When the number increases, we prefer to run a "loop" through the development with a few specified stops within the subdivision. As we have explained on earlier occasions, we do not like to make a bus "turn around" but prefer a circle route in such cases. As with other routes, we expect an agreement that the subdivision group will maintain the roads or "loop" so it remains passable with a bus in all weather conditions.

The only item of concern for SGHS is that the bus presently serving Mallard Springs is near capacity and any extensive development may change the structure of the routes used. Nevertheless, the procedure would still be the same as described in the paragraph above.

If you require further information, feel free to contact me at the high school.

Sincerely,



Alvin Buerkle

YELLOWSTONE MEADOWS SUBDIVISION

WAIVER OF RIGHT TO PROTEST
CREATION OF RURAL SPECIAL IMPROVEMENT DISTRICTS (RSID) OR
MUNICIPAL SPECIAL IMPROVEMENT DISTRICTS (SID)

The undersigned, owner of real property in Sweet Grass County, Montana, and more particularly described as follows:

A tract of land located in the SW1/4 and the SE1/4 of Section 16 and in the NW1/4 and the NE1/4 of Section 21, Township 1 North, Range 15 East, P.M.M., Sweet Grass County, Montana being more particularly described as follows:

Beginning at the Southwest Corner of said Section 16, thence, on the west line of said Section 16, N00°18'43"E a distance of 1751.48 feet to the southwest corner of that Tract shown on Certificate of Survey 123252, Sweet Grass County records. Thence on the south and east line of said tract the following four (4) courses: S89°38'44"E a distance of 1872.30 feet, S03°07'27"W a distance of 31.47 feet, S89°35'28"E a distance of 1958.59 feet, N00°46'18"W a distance of 272.49 feet to a point on the westerly bank of the Yellowstone River. Thence southerly on said bank to a point on the south line of the N1/2NE1/4 of said Section 21. Thence, on the south line of the N1/2NE1/4 and the south line of N1/2NW1/4 of said Section 21, N89°59'32"W a distance of 5080.24 feet to the southwest corner on the N1/2, NW1/4 of Section 21. Thence, N00°13'29"E a distance of 1321.10 feet to the point of beginning.

Said tract contains 335.157 acres along with and subject to all existing easements.

Does hereby waive, for itself, successors and assigns, the right to protest the creation of or inclusion in one or more Rural Special Improvement Districts or municipal Special Improvement Districts for the following improvements:

- a.) Installation of a sewer system and related facilities,
- b.) Installation of a water supply system and related facilities, and
- c.) Installation of signal or safety equipment for the railroad crossing on the Mallard Springs Road

This waiver shall be a covenant running with the land, shall not expire and shall be binding on the heirs, assigns and purchasers of all tracts within this Yellowstone Meadows Subdivision.

YELLOWSTONE MEADOWS SUBDIVISION

WAIVER OF RIGHT TO PROTEST
PARTICIPATION IN GROUNDWATER SAMPLING PROGRAMS

The undersigned, owner of real property in Sweet Grass County, Montana, and more particularly described as follows:

A tract of land located in the SW1/4 and the SE1/4 of Section 16 and in the NW1/4 and the NE1/4 of Section 21, Township 1 North, Range 15 East, P.M.M., Sweet Grass County, Montana being more particularly described as follows:

Beginning at the Southwest Corner of said Section 16, thence, on the west line of said Section 16, N00°18'43"E a distance of 1751.48 feet to the southwest corner of that Tract shown on Certificate of Survey 123252, Sweet Grass County records. Thence on the south and east line of said tract the following four (4) courses: S89°38'44"E a distance of 1872.30 feet, S03°07'27"W a distance of 31.47 feet, S89°35'28"E a distance of 1958.59 feet, N00°46'18"W a distance of 272.49 feet to a point on the westerly bank of the Yellowstone River. Thence southerly on said bank to a point on the south line of the N1/2NE1/4 of said Section 21. Thence, on the south line of the N1/2NE1/4 and the south line of N1/2NW1/4 of said Section 21, N89°59'32"W a distance of 5080.24 feet to the southwest corner on the N1/2 NW1/4 of Section 21. Thence, N00°13'29"E a distance of 1321.10 feet to the point of beginning.

Said tract contains 335.157 acres along with and subject to all existing easements.

Does hereby waive, for itself, successors and assigns, the right to protest participation in groundwater sampling programs for determination and study of nitrate levels in groundwater conducted in behalf of, or at the request of, Sweet Grass County or the Montana Department of Environmental Quality. Participation shall include providing or allowing water sample retrieval from wells within the property as necessary to meet sampling requirements for study purposes. This waiver does not obligate the property owner to pay for the costs of conducting a sampling program and study.

This waiver shall be a covenant running with the land, shall not expire and shall be binding on the heirs, assigns and purchasers of all tracts within this Yellowstone Meadows Subdivision.

Dated this 15th day of May, 2002.

Ted A. Thompson 5-16-02
Signature Date
President
Title

STATE OF Georgia ss.
County of Levy

SWORN TO AND SUBSCRIBED by Ted A. Thompson, President
of THE NEW CENTURY CONSTRUCTION CO., INC before me this the 15th day
of May, 2002.

SEAL

Pamela K. Wilson
Notary Public for the State of GA
Residing at 1000 10th St
My Commission expires _____



Dated this 15th day of May, 2002.

J. D. Thompson 5-15-02
Signature Date
President
Title

STATE OF Idaho ss.
County of Butte

SWORN TO AND SUBSCRIBED by J. D. Thompson, President
of THE NEW CENTURY CONSTRUCTION CO., INC before me this the 15th day
of May, 2002.

SEAL

Dorinda K. Wilson
Notary Public for the State of
Residing at Loganville, GA
My Commission expires _____



**SWEET GRASS COUNTY
MONTANA**
Sweet Grass County Weed District
Stacey L. Barta
Weed Coordinator

Subdivision Letter of Agreement

The following are requirements that apply to all subdivisions in Sweet Grass County.

Any construction equipment is thoroughly washed before entering property, with special attention being paid to the tires and undercarriages of the equipment.

No untreated stockpiles of gravel or soil during or after the construction phase.

No noxious weed contaminated material be removed from the site and placed in an area not infested with noxious weeds.

Any disturbed areas including adjacent right-of-ways must be revegetated in a timely manner with an approved noxious weed seed free mix as to prevent noxious weed establishment.

Subdivider agrees to control all noxious weeds according to the Montana Noxious Weed Control Act, MCA 7-22-2116 and to the standards specified in the subdivision Noxious Weed Management Plan on all properties and rights-of-way. If said property is located within the City Limits of the Town of Big Timber the property owner must also control vegetation according to City code 6-6-2. The plan is subject to future revisions of the County Noxious Weed Management plan. The Subdivider will pass on the obligations of this agreement to the purchaser of a subdivided tract by placing the requirements agreed to in this letter and management plan as a condition of the sale.

A noxious weed management plan must be submitted and approved by the Sweet Grass County Weed District before any construction begins. A base fee of \$70 plus \$20/hour for every hour after the first hour of inspection.

If formation of a homeowners association is required, the homeowners association must designate a person to be responsible for noxious weed control in common/shared areas such as roads and parks and create a fund specifically for weed control.

Upon approval, the Subdivider understands they are responsible for control and/or eradication of noxious weeds until such a time that a homeowner's association is formed or transfer of ownership transpires.

This letter is signed contingent upon Yellowstone Meadows meeting all the requirements of a noxious weed plan (including a plan for phase development) and covenant changes listed Attachment A and following pages.

Signed Stacey L. Barta Date 5/23/02 Signed J. D. Thompson Date 5/15/02
Sweet Grass County Weed District Subdivider

Attachment required Attachment A + 2 pages

Noxious Weed Management Plan Date: 07/01
Subdivision: Yellowstone Meadows
Contact: John Thompson or Larry Brewer
Address:
Phone: 707-972-6591
Noxious Weeds Present: Spotted knapweed, nuttall's oak, Canada thistle, leafy spurge,
Houndstongue and diffuse knapweed.

Level of Infestation: moderate-severe
Management:
Prevention: Any and all construction equipment shall be thoroughly washed prior to leaving Yellowstone Meadows. This is to help insure prevention of noxious weed seeds being transported and infesting other areas.
Control: Yellowstone Meadows will treat noxious weeds during all phases of development. Treatment will consist of herbicide treatments at the recommended time according to the label. This shall occur at a minimum of two times per season. A representative for Yellowstone Meadows shall consult with the Sweet Grass County Noxious Weed Program Coordinator as to herbicide recommendations, application and management evaluation.

Property owners must control noxious weeds in accordance with the Montana County Noxious Weed Control Act, MCA 7-12-2116, MCA 7-12-2116 (7) a) a) states that "When Property is offered for sale, the person who owns the property shall notify the owner's agent and the purchaser of the existence or potential existence of noxious weeds on the property offer for sale."
Revegetation: Common areas that are disturbed must be revegetated with a certified noxious weed seed free seed mix. Areas must be re-sodded and resodded in a timely manner as to prevent further noxious weed establishment.
Comments: Recommend that Yellowstone Meadows meet annually with the Sweet Grass County Noxious Weed Program Coordinator to educate lot owners about noxious weeds and to evaluate noxious weed management efforts

John Thompson
Landowner
John Thompson
Sweet Grass County Weed District

Common areas of Yellowstone Meadows shall consist of all trail easements and common areas, as shown in the Yellowstone Meadows Final Plat. No improvements shall be constructed on such common areas. No gates or obstructions shall be placed upon or shall impede access to any common area.

11. MAINTENANCE

The Yellowstone Meadows Home Owners Association shall maintain the common areas and easements. The Association shall take such steps as are necessary to ensure that all shrubs, trees, and other vegetation do not block, interfere, or hinder the view from any residence. The Association shall take such steps to control noxious weeds in common areas, parks and along all roadsides in the subdivision. The expense of controlling noxious weeds shall be paid by the Association. An annual weed fee of \$39.70 per lot shall be paid and placed in a fund designated for noxious weeds. A member of the Board of the Association shall be appointed to oversee and manage all noxious weed control activities. Noxious weeds shall be controlled and managed according to standards set by Sweet Grass County, Maintenance, repairs, and replacements of Commons Area grounds and improvements shall be the expense of the Yellowstone Meadows Association provided, however, if such damage is caused by a negligent or tortious act of any site owner, members of his family, guest or employee, then such owner shall be responsible and liable for all such damage.

12. INGRESS AND EGRESS

TABLE 1.0
YELLOWSTONE MEADOWS SUBDIVISION PRELIMINARY PLAT
CONDITIONS OF APPROVAL

#	CONDITIONS	BASIS OF CONDITION	COMPLETE/RECEIVED	PHASE 1 & 2	DONE?
25.f	Water rights entitled to the homeowners association shall not be transferred to lot owners.	To mitigate effect on agricultural water user facilities, minimize potential disputes over ditch rights	4.1.3		
25.g	The homeowners association shall be responsible for maintenance of all fences required along the boundary of the subdivision property.	To mitigate effects on public health and safety and agriculture	3.3.2		
25.h	Homeowners shall be advised to evaluate groundwater levels at their lot prior to constructing a basement. Data on groundwater depths, collected for the MDEQ application for sewage disposal facilities, shall be made available to all property owners by the homeowners association.	To mitigate effects on public health and safety	2.2.4		
25.i	Require each resident to contract with a licensed garbage hauler for weekly haulage whenever the residence is occupied.	Required for conformance with Sweet Grass County and Big Timber Subdivision Regulations, Section IV-A-12	1.1.9		
25.j	All lots including Lot 125 shall be restricted from further subdivision. No new building locations shall be allowed in Lot 125.	Required for conformance with Sweet Grass County and Big Timber Subdivision Regulations, Section IV-A-8, (b)	3.3.2		
25.k	Existing trees and other vegetation must be preserved whenever possible on the homeowners association property.	Required for conformance with Sweet Grass County and Big Timber Subdivision Regulations, Section IV-A-8, (b)	1.1.5		
25.l	Homeowners shall submit for the Commissioners approval the below listed revisions to the preliminary plat. These revisions shall cause all fencing around the perimeter of the subdivision to fall under the jurisdiction and responsibility of the homeowners association.	Have reviewed plat revisions submitted by Fluidyne. These revisions were approved by Sweet Grass County.	1.1.15		YES

TABLE 1.0
YELLOWSTONE MEADOWS SUBDIVISION PRELIMINARY PLAT
CONDITIONS OF APPROVAL

#	CONDITIONS	BASIS OF CONDITION	COMPLETE/RECEIVED	PHASE 1 & 2	DONE?
24.0	The following requirements shall be included in the homeowners association by-laws: 1.) The association shall be formed and incorporated before any property is sold or leased; 2.) Every property owner and subsequent buyers must belong to the association; 3.) common property is perpetually reserved for open space and shall not be subdivided; 4.) the association's responsibility for liability insurance, property taxes, and facility maintenance; 5.) how costs will be allocated among property owners, and that assessments will be a lien on the property; 6.) how the association will adjust assessments to meet changing needs and costs; 7.) how the association will enforce the provisions of its by-laws; 8.) the permission of the Board of Commissioners of Sweet Grass County is required before the association can be dissolved or modified; 9.) a description of the association's program for regular maintenance of roads, parks, buildings, drainage facilities and other common facilities; 10.) the appointment of a weed supervisor for the association.	Required for conformance with Sweet Grass County and Big Timber Subdivision Regulations, Section II-C-4			
25.a	Require each property owner to install and maintain a minimum 15" diameter culvert in their driveway.	Required for ventilation of compliance with the design standards included in local regulations	2.3.6		
25.b	Restrict residents from parking on the subdivision roads or cul-de-sacs and require residents to drive within posted speed limits.	To mitigate effects on public safety, allow unencumbered access for emergency providers	2.3.1		
25.c	Include setback requirements for corner lots that restrict structures or plantings that may hinder visibility at intersections.	To mitigate effects on public health and safety	2.3.3		
25.d	Covenant shall include provisions, to be approved by the County, for an "Covenant Enforcement Fund" which requires set fees per lot be paid by each lot buyer and subsequent buyer. These funds shall be designated solely for costs associated with enforcement of covenants.	Required for conformance with Sweet Grass County and Big Timber Subdivision Regulations, Section II-C-4	3.1.4		
25.e	Require residents to contain dogs or companion pets in fenced or indoor areas and be under control of owner when outside these areas.	To mitigate effects on public health and safety and agriculture	1.1.14		

File No: FA-SG-2800

SCHEDULE A

SUBDIVISION GUARANTEE
POLICY NO. H 494295

FEE: \$125.00
DATE: June 17, 2002 at
5:00PM

SUBDIVISION OR PROPOSED SUBDIVISION:

Proposed Yellowstone Meadows Subdivision located within the land described on the attached Exhibit "A."

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 HEREIN CALLED THE COMPANY GUARANTEES:

NEW CENTURY CONSTRUCTION, INC.

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH SWEET GRASS COUNTY SUBDIVISION REGULATIONS, in a sum not exceeding \$5,000.

THAT according to the 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 SWEET GRASS 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:

NEW CENTURY CONSTRUCTION, INC.

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

CITIZENS BANK & TRUST COMPANY by virtue of the Mortgage filed 7-11-2001 in Book 75 Mtg., Page 737 from New Century Construction Co., Inc. to Citizens Bank & Trust Company for \$550,000.00 and any other legal obligation secured thereby.

(3) Easements, claims of easements and restriction agreements of record are:

1. Road Easement Agreement dated 8-18-77 filed 5-15-78 in Book 58 D, page 351, between Kenneth G. Boe and First Big Timber Corporation and Mallard Springs Owners' Assoc., Easement to N½ Sec. 21-1-N-15E.

(Continued)

TABLE 1.0
YELLOWSTONE MEADOWS SUBDIVISION PRELIMINARY PLAT
CONDITIONS OF APPROVAL

#	CONDITIONS	BASIS OF CONDITION	COMPLETE/RECEIVED	
			PHASE 1 & 2	DONE?
26.a	Subdivider shall redesign the lot arrangement on the Eagles' Point and Winding Way cul de sacs so that a minimum 40' wide strip is created directly adjacent to the subdivision's north boundary, adjoining the HOP 2 on the west end and adjoining the HOP 4 area on the east end of the strip. This strip of land shall be designated as HOP lands.			✓
26.b	Subdivider shall redesign the lot arrangement on the East River Park Drive cul de sac so that a minimum 40' wide strip created directly adjacent to the Mallard Springs Road right of way. This strip of land shall be designated as land owned by the homeowners' association.			✓
26.c	Subdivider shall redesign the lot arrangement along the south end of Windsong Way and Mountain Vista Drive so that a minimum 40' wide strip is created directly adjacent to the Mallard Springs Road right of way. This strip of land shall be designated as land owned by the homeowners' association.			✓
27.0	The subdivision development shall be phased with three phases as shown on the drawing submitted by the Subdivider labeled "Site Plan With Phased Boundaries". A minimum of 65% of the lots in Phase 1 and 2 shall be sold by the subdivider prior to beginning development of Phase 3. The County Commissioners shall authorize extensions of the preliminary plat approval period for the Phase 3 portion if necessary as a result of this condition.	To mitigate effects on agriculture, minimize unnecessary reduction of agricultural lands		N/A

SCHEDULE A
Exhibit "A" - Legal Description

File No: FA-SG-2800
SUBDIVISION GUARANTEE-Continued
POLICY NO. H 494295

File No: FA-SG-2800
SUBDIVISION GUARANTEE-Continued
POLICY NO. H 494295

2. Access Road in Warranty Deed dated 3-10-76 filed 4-5-76 in Book 57 D, page 60, from Ellen Boe to Kenneth G. Boe.
3. Easement for Roadway in Warranty Deed dated 3-18-80 filed 3-28-80 in Book 59 D, page 548, from Albert Osen and Barbara Jean Osen, his wife to Kenneth Harold Osen.
4. Easement in Warranty Deed dated and filed 10-27-77 in Book 57 D, page 989, from Kenneth G. Boe to Nancy L. Beauregard.
5. Right-of-Way Easement filed 4-3-89 in Book 66 D, page 164, from Kenneth D. Laubach and Donna L. Laubach to Park Electric Cooperative, Inc., R/W for an underground electric distribution line or system over and across land in Sec. 21-1N-15E.
6. Right-of-Way Easement filed 4-3-89 in Book 66 D, page 163, from David W. Laubach to Park Electric Cooperative, Inc., R/W for an underground electric distribution line or system over and across land in Sec. 21-1N-15E.
7. Right-of-Way Easement filed 5-13-2002 in Book 79 D, Page 873 from New Century Construction, Inc. to Park Electric Cooperative, Inc.

(END)

Township 1 North, Range 15 East, MPM, Sweet Grass County, MT
Section 21: Lot 1, NW¼NE¼
Section 16: Lots 8,9, SW¼SE¼, EXCEPTING ANY PORTION OF THE FOLLOWING TRACTS THAT MAY LIE WITHIN THE DESCRIBED PROPERTY, if any: The tract of land of 11.202 acres more or less, as described on Certificate of Survey #89061 filed 10-31-69, records of Sweet Grass County, MT.
AND the tract of land of 2.664 acres more or less, as described on Certificate of Survey #103937 filed 3-28-80, records of Sweet Grass County, MT.
AND the tract of land of 65.003 acres more or less, as described on Certificate of Survey #98917 filed 10-4-77, records of Sweet Grass County, MT.
AND the tract of land of 100.009 acres more or less, as described on Certificate of Survey #123252 filed 3-21-95 records of Sweet Grass County, MT.

TRACT #2:

Township 1 North, Range 15 East, MPM, Sweet Grass County, MT
Section 21: N¼NW¼
Section 16: SW¼, Lots 6,7 EXCEPTING THE FOLLOWING TRACTS: The tract of land of 11.202 acres more or less, as described on Certificate of Survey #89061 filed 10-31-69, records of Sweet Grass County, MT.
AND the tract of land of 2.664 acres more or less, as described on Certificate of Survey #103937 filed 3-28-80, records of Sweet Grass County, MT.
AND the tract of land of 65.003 acres more or less, as described on Certificate of Survey #98917 filed 10-4-77, records of Sweet Grass County, MT.
AND the tract of land of 100.009 acres more or less, as described on Certificate of Survey #123252 filed 3-21-95 records of Sweet Grass County, MT.

State of Montana
County of Sweet Grass

On this 1st day of July, 2002 before me, personally appeared John D. Thompson, known to me to be President of New Century Construction Inc., the corporation that executed the within instrument and acknowledged to me that such corporation 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.

Debbie Hanson
Notary Public for the State of Montana
Residing at Big Timber, MT
My commission expires May 28, 2003
Debbie Hanson



135242 Fee: \$ 37.50 3 Pages Book FILED Page
SWEETGRASS COUNTY Recorded 07/11/2002 At 03:00 PM
Sherry Bjornedal, Clerk & Recorder By [Signature]
Return to: JOSEPHSON & DRINGMAN PO BOX 1047
BIG TIMBER, MT 59011

LOCATED IN THE SE 1/4 AND THE SW 1/4 OF SECTION 16, AND THE NE 1/4 AND THE NW 1/4 OF SECTION 21
TOWNSHIP 1 NORTH, RANGE 15 EAST, P.M.M.
SWEET GRASS COUNTY, MONTANA

PURPOSE OF SURVEY: TO RELOCATE THE COMMON BOUNDARIES FOR FIVE OR FEWER LOTS WITHIN A PLATTED SUBDIVISION AMENDING LOT 35, LOT 123, REMAINDER TRACT 1, AND HOMEOWNERS' PARK 2 & 6

PREPARED FOR : JUSTIN FORD
PREPARED BY : SANDERSON

CONSTEWART
BOZEMAN, MONTANA

JULY 2011

THE BASIS FOR LATITUDE AND LONGITUDE IS NAD 83 BASED ON GPS OBSERVATION AND OPUS SOLUTION TAKEN AT CD-1. DISTANCES ARE U.S. SURVEY FEET.

NRCS CONTRACT # 6603250900X9M

- o FOUND SURVEY MONUMENT, AS NOTED
- ▲ SET 3.75" X 2.4" REBAR WITH 1.25" DIAMETER YELLOW PLASTIC CAP MARKED "ANDERSON STEWART 19273 LS"
- ↑ WITNESS CORNER FOUND OR SET AS NOTED
- ✕ SECTION CORNER, FOUND AS NOTED
- ¼ QUARTER CORNER FOUND AS NOTED
- o SIXTEENTH CORNER, FOUND OR SET AS NOTED
- ◆ CONTROL POINT AS NOTED
- THE POINT NUMBER

QUALITY OF SUBVIEWS

I, Douglas W. Partridge, a Professional Land Surveyor licensed in the State of Montana, do hereby certify that I have performed the survey shown on the attached Automated PLOT that such survey was made during the month of April 2011, that said survey is true and complete and that the mathematics favor and protect the character and occupy the positions shown thereon.

DATED THIS 25th day of July, 2011,

Douglas W. Stewart
Douglas W. Stewart, Montana Registration #15275 LS
SANDERSON STEWART
100 E. Babcock Street, Bozeman, MT 59715
Phone: (406) 533-0828

TOTAL DESCRIPTION:

TRACT OF LAND BEING THE FOLLOWING MEADOWS SUBDIVISION PHASES ONE AND TWO LOCATED IN THE SE 1/4 AND THE SW 1/4 OF SECTION 16, AND THE NE 1/4 AND THE NW 1/4 OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 15 EAST, PLAIN, SKEET GRASS COUNTY, MONTANA, FILE NO. 133242, AND BEING IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY AS DOCUMENT # 133242.

LEGAL DESCRIPTION; CONSERVATION CASEMENT?

[illegible]

CERTIFICATE OF CLERK & RECORDER:

9929101 Post \$ 5.00 Pages 12 Book FILED Page 01
SHERIFF CLATSOP COUNTY SHERIFFS 7/27/2014 3:58 AM
CLATSOP COUNTY, OR & DISTRICT 2
GUYTON, MT & DISTRICT 2

SHEET 2 OF 2

UNMODIFIED PLAY OF YVES

302-05010, 54

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
YELLOWSTONE MEADOWS SUBDIVISION, MAJOR SUBDIVISION
PLAT NO. 135242
SWEET GRASS COUNTY, MONTANA

THIS DECLARATION OF COVENANTS, made as of this 3 day of July
2002 by JOHN D. THOMPSON, d/b/a NEW CENTURY CONSTRUCTION CO., INC. of
3756 Spain Road, Snellville, GA 30039 (hereinafter called "Declarant").

1. Property Subject to Declaration. Declarant owns property located in Sweet Grass
County, Montana, more particularly described as follows:

Tract #1:

TOWNSHIP 1 NORTH, RANGE 15 EAST, PMM, SWEET GRASS COUNTY, MT

Section 21: Lot 1; NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 16: Lots 8 and 9, SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING therefrom any portion of the
following tracts that may lie within the described property, if any:

The tract of land of 11.202 acres more or less, as described on
Certificate of Survey #89061 filed 10-31-69, records of Sweet Grass
County, MT; and

The tract of land of 2.664 acres more or less, as described on
Certificate of Survey #103937 filed 3-28-80, records of Sweet Grass
County, MT; and

The tract of land of 65.003 acres more or less, as described on
Certificate of Survey #98917 filed 10-4-77, records of Sweet Grass
County, MT; and

The tract of land of 100.009 acres more or less, as described on
Certificate of Survey #123252 filed 3-21-95, records of Sweet Grass
County, MT.

Tract #2:

TOWNSHIP 1 NORTH, RANGE 15 EAST, PMM SWEET GRASS COUNTY, MT

Section 21: N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 16: SW $\frac{1}{4}$, Lots 6 and 7, EXCEPTING therefrom any portion of the
following tracts that may lie within the described property, if any:

The tract of land of 11.202 acres more or less, as described on Certificate of Survey #89061 filed 10-31-69, records of Sweet Grass County, MT; and

The tract of land of 2.664 acres more or less, as described on Certificate of Survey #103937 filed 3-28-80, records of Sweet Grass County, MT; and

The tract of land of 65.003 acres more or less, as described on Certificate of Survey #98917 filed 10-4-77, records of Sweet Grass County, MT; and

The tract of land of 100.009 acres more or less, as described on Certificate of Survey #123252 filed 3-21-95, records of Sweet Grass County, MT.

A portion of the above-described property has been approved as a major subdivision entitled Yellowstone Meadows, Phases I and II, with Major Subdivision Plat No. 135242. This Declaration of Covenants and Restrictions is intended to apply to all lots and common areas within Phases I and II. However, Lot 123 is to be grandfathered out of these covenants, conditions and restrictions, except with regard to new construction. Lot 123 consists of more than 35 acres, and contains an old farm house residence and a number of outbuildings.

Except as otherwise specified, all of the above described real property and sites shall be subject to the restrictions and Covenants set forth herein whether or not there is a reference to the same in a deed or conveyance.

WHEREAS, Declarant intends to sell, dispose of, divide into tracts/lots and convey the real property subject to the following Covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants".

NOW, THEREFORE, Declarant and purchasers of the tracts/lots, do hereby establish, dedicate, declare and impose upon the premises, the following protective and restrictive covenants that shall run with the land and be binding upon all grantees, heirs, successors and assigns of the Owners and any future Owners of any or all of the above-described premises.

2. Definitions.

2.1 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, and including their successors and assigns, of fee simple title to any Tract which is a part of the Property and is subject to this Declaration, including contract purchasers who have a possessory interest pursuant to their contract to purchase. The term "Owner" shall exclude contract sellers having such interest merely as security for the performance of an obligation or others having an interest in the Property merely as

security for the performance of an obligation. If there is more than one Owner, the provisions of this Declaration apply jointly and severally to all Owners.

2.2 Tract/Site. "Tract" or "Site" means each lot, tract, parcel or other division of the property.

2.3 Purpose. This property is a unique mountain setting, which has a high natural and scenic value. The land historically has been used for agriculture and wildlife habitat. These Covenants and Restrictions are adopted to preserve and maintain these values of the property for the benefit of owners of individual sites as well as the surrounding communities.

It is the express intention of the Declarant that these covenants shall be for the purpose of maintaining a uniform and stable value, character, use and development of the premises, and such covenants shall apply to the entire premises, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned. It is the purpose of these Covenants and Restrictions to preserve and protect the beautiful environment, the natural beauty, view, and surroundings of Yellowstone Meadows, and to preserve and protect the interests and investment of the individual owners.

These Protective Covenants and Restrictions shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved. These Protective Covenants and Restrictions are declared for the benefit of the entire property and every part of it and for the benefit of each owner. They shall constitute benefits and burdens to declarants and to all persons or entities hereafter acquiring any interest in the property.

Said Covenants are as follows:

ARTICLE I PERMITTED AND RESTRICTED USE

SECTION 1.1 PERMITTED USE

- 1.1.1 Residential Use. One single family dwelling unit, referred to as the primary residence, will be allowed per site. Only single family homes with attached or non-attached garages will be permitted. All sites will be used solely for private single family residential uses, except as otherwise set forth herein under Section 1, Paragraph 1.c.
- 1.1.2 Commercial Purposes. No sites shall ever be occupied or used for any commercial or business purpose except for an office or studio fully contained within the single family residence, and shall not be used for meeting the general public, customers or clients, except as authorized by

Yellowstone Meadows. Nothing contained herein limits the homeowner's ability to lease the dwelling for residential use.

- 1.1.3 Home Occupations. A home occupation is an occupational use customarily conducted entirely within a dwelling by the inhabitants thereof, which is clearly incidental and secondary to the use of that dwelling as living quarters. The following activities cannot occur with a home occupation: (1) on premises sales of products; (2) on-site employment of persons other than the residents or caretakers of the dwelling; (3) generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the dwelling; (4) use of commercial vehicles for deliveries to or from the premises; (5) signs or structures advertising the occupation; (6) excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations: the making of clothing; the giving of music lessons; a sole practitioner professional practice; service or product providers who maintain a telephone and office within the residence but the services and products are provided and sold off the premises; the pursuit of artistic endeavors such as making of pottery, ceramics, paintings or bronzes, and the like, provided that the products are marketed and sold off the premises, and no foundries are used on the premises.

Home occupations that comply with the requirements listed herein are permitted. Nothing contained in this section or these covenants shall be construed to prohibit the employment of a caretaker(s) for the residence whether such caretaker(s) resides on the premises or off the premises.

- 1.1.4 Combination of Lots: Two contiguous lots/tracts may be combined to constitute one tract. The owner of the contiguous tracts should do a boundary adjustment or otherwise merge the two lots into one, if the intent is to create one tract only. The use restrictions per site shall then apply to the combined tract. However, nothing in this provision is intended to require a purchaser of two contiguous tracts to combine the tracts.
- 1.1.5 Further Subdivision. No site, including Lot 123, may be further subdivided. Any two or more contiguous lots that have been combined to constitute one tract cannot later be subdivided. No new building locations are permitted in Lot 123.
- 1.1.6 Mining Prohibited. To the extent that the Developer of this subdivision has any mineral rights in and to the property which is the subject of this declaration, no prospecting, mining, quarrying, tunneling, excavating or drilling for any substance on or within the earth, including oil, gas, hydrocarbons, minerals, gravel, sand, rock or earth shall be permitted, provided that owners may drill water wells on their home sites for domestic and landscape use subject to the conditions imposed by the Design Review Board provided for in these covenants.

- 1.1.7 Outbuildings and Temporary Structures. No outbuildings shall be erected or maintained upon a home site before the start of construction of a residence and no trailer, mobile home, basement, shack, garage or other outbuildings shall be erected upon any part of the site for use as a temporary or permanent residence. Use and location of any construction, or temporary, structure shall be subject to approval by the Design Review Board. Temporary structures shall be removed within thirty (30) days after completion of construction.
- 1.1.8 Utilities. Each lot owner is required to install and maintain a minimum 15" diameter culvert underneath the end of their driveway.
- 1.1.9 Service yard/garbage facilities. An enclosed service yard on all residences shall be provided for trash receptacles, outside clothes drying, and all other maintenance and service facilities. Service functions shall not be visible from neighboring home sites. No garbage, trash, or unsightly debris shall be collected and/or permitted by an owner to accumulate on any site or in any road adjacent thereto, but shall be promptly and efficiently disposed of by the owner in the local landfill or by a garbage service. No vacant lands or other site shall be used as a dump ground or burial pit by any owner. There shall be no incineration of garbage or trash. Each resident is required to contract with a licensed garbage hauler for weekly haulage whenever the residence is occupied.
- Nothing stated herein shall preclude a central trash collection area as determined by the Design Review Board or Home Owners Association.
- 1.1.10 Nuisance. No noxious, offensive or hazardous activities shall be permitted upon any portion of the property nor shall any activity occur on the property which is or may become a public nuisance.
- 1.1.11 Storage of materials. The storage of supplies or equipment, boxes, material, machinery, parts, inoperable and unlicensed automobiles or vehicles and the like, which are to be stored on the tract/lot shall be placed and stored in a neat and orderly manner in buildings for that purpose.
- 1.1.12 Garbage, junk and refuse disposal. No junk, old cars, garbage, trash, or other waste, including but not limited to, animal manure, shall be allowed to accumulate on any tract/lot. Temporary accumulation shall be kept in sanitary containers and disposed of regularly. All old, inoperative or currently unlicensed vehicles must be placed in a neat and orderly manner. At no time are owners of other lots allowed to use vacant lots as a dump or trash area.

- 1.1.13 Signs: No signs, billboards, posters, displays, advertisements or similar structures shall be permitted except as approved in advance in writing by the Design Review Board.
- 1.1.14 Animals. Animals such as dogs, cats and birds are allowed in the subdivision as pets only and so long as they do not constitute a nuisance to others. No swine, sheep, cattle, horses, goats, llamas or other similar livestock shall be allowed, exclusive of Lot 123. All pets shall be controlled and restrained. All animals shall be strictly controlled by their owners to prevent any interference with wildlife. Residents are required to contain pets in fenced or indoor areas and to ensure the pets are under the control of the owner when outside these areas.
- Yellowstone Meadows may also limit the number of domestic animals on a site or elsewhere and may withdraw permission for any domestic animal to remain on the premises from any owner who, after due notice, violates the restrictions of this paragraph or who's animal is, or has become, a nuisance to wildlife, property, or other owners, invitees or Yellowstone Meadows personnel.
- 1.1.15 Hunting restrictions and regulations. No hunting shall be allowed on any of the lots or common areas.

ARTICLE II
DESIGN CRITERIA

SECTION 2.1 DESIGN REVIEW BOARD.

- 2.1.1 Board membership. There is hereby created a Design Review Board. John Thompson and any persons designated by him shall constitute the Design Review Board until 70% of the lots are sold, and thereafter, the homeowners shall take over the responsibility of the Design Review Board.
- After 70% of the lots are sold, the membership of the Board shall consist of three people. One member of the committee will be appointed by the lot owners and one will be appointed by the developer. Those two members shall select the third member. All Design Review Board members must be lot owners.
- 2.1.2 Construction Approval. No building, construction, remodeling, fencing, parking or other improvement shall be constructed, erected or maintained on any lot or tract until building drawings, plans and specifications, as well as such other information as the board may reasonably require, including with limitation, colors and building materials, have been submitted to and approved by a majority of the board in writing.

- 2.1.3 The Board shall require that all construction complies with the provisions of the Uniform Building Code, National Plumbing Code and National Electric Code or their amendments, to the extent utilized in the community:
- 2.1.4 The Board shall have the authority to reject the materials, designs and colors submitted within plans or the plans themselves if they are not compatible, or are inappropriate, to the rest of the subdivision.
- 2.1.5 All improvements, construction, remodeling or any activity requiring the approval of the Board must be completed in substantial compliance with the plans and specifications initially approved by the Board.
- 2.1.6 The Board has no responsibility for permit issuance. If any permits are required, the lot owner is responsible for all permits.
- 2.1.7 The Board shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and shall have the authority to order the suspension or cessation of any construction or work in violation of these covenants.
- 2.1.8 The Board shall be governed by the requirements set forth in this Declaration, in its consideration of the plans and specifications, as well as the following guidelines:
 - 2.1.8.1 Each lot is part of the overall subdivision and should be in keeping with the subdivision's stated purpose of respecting the natural and scenic values of the area, and maintaining uniform and stable values, and protecting the investments of the individual owners.
 - 2.1.8.2 In considering any plans and specifications, the Board shall examine the suitability of the same to the site, including the materials of which it is to be constructed.
 - 2.1.8.3 All plans and specifications shall be in full compliance with all of the terms and provisions of these covenants, except for any variances, which may have been granted by the Board for such plans or specifications.
 - 2.1.8.4 The Board or individual members may not be held liable by any person for any damages which are alleged to result from the Board's action taken pursuant to these covenants, including, but not limited to, damages which are alleged to result from correction, amendment or change of plans or any delays associated with the review process.

SECTION 2.2 SITE PREPARATION REQUIREMENTS, LIMITATIONS and MAINTENANCE.

- 2.2.1 Construction Schedules. Any and all construction, alterations or improvements shall be diligently worked on to completion and shall be completed within eighteen (18) months following commencement.

During any construction, the site shall be cleaned up daily and shall be maintained free of trash. The owner shall be responsible to clean up wind blown debris both on and off the premises.

- 2.2.2 Landscape Plans. Each owner shall submit a simple landscape plan to the Design Review Board at the time the construction plans are submitted.

- 2.2.3 Noxious Weeds. Each lot owner shall control all noxious weeds and shall destroy them according to county standards.

- 2.2.4 Basements. Each lot owner is advised to evaluate groundwater levels at their lot prior to constructing a basement. Data on groundwater depths, collected by Developer for the purposes of the MDEQ application for sewage disposal facility approval, shall be made available to all lot owners by the Homeowners' Association.

- 2.2.5 Maintenance. Owners shall maintain home sites and improvements in good repair and appearance at all times. All landscaping improvements and property shall be kept and maintained in clean, safe, attractive and sound condition and repair at all times.

SECTION 2.3 BUILDING REQUIREMENTS AND LIMITATIONS.

- 2.3.1 Prohibited Dwellings. Mobile homes, trailers, prefabricated homes, recreational vehicles, and modular homes shall not be permitted, nor can any buildings be moved onto the property. All owners are urged to design and construct buildings that reflect the spectacular views keeping with the spirit of Montana and Yellowstone Meadows.

No outbuildings shall be erected or maintained upon a home site before the start of construction of a residence and no trailer, mobile home, basement, shack, garage or other outbuildings shall be erected upon any part of the site for use as a temporary or permanent residence. Use and location of any construction or temporary structure shall be subject to approval by the Design Review Board. Temporary structures shall be removed within thirty (30) days after completion of construction.

- 2.3.2 Building Requirements. A single level residence shall contain a minimum of 1,500 square feet of heated interior living space. A split-level or two

level residence shall contain a minimum of 1,700 square feet of heated interior living space. The maximum height of a building structure on a site is 34 feet.

- 2.3.3 Setbacks. On a corner lot in any residential district, for a distance of 30 feet from the point of intersection along each street edge, nothing may be erected, placed, planted or allowed to grow in a manner that would impede visibility of vehicles entering the intersection between 2.5 feet and 8 feet from grade. Corner lot property owners must comply with setback requirements that restrict structures or plantings that may hinder visibility at intersections.
- 2.3.4 Materials. Material composition and quality, color and shape are important in the construction of improvements. All exterior surfaces shall have minimum reflection values. Natural and earth colors and materials are encouraged. Trim may be more colorful and contrasting in order to add visual interest. All improvements shall be constructed of highest quality materials.
- 2.3.5 Roofs/Satellite Dishes. Flat roofs and A-frames are prohibited. Television and radio antennas, as well as satellite dishes and other receiving or transmitting devices, must be screened from view. Satellite dishes may be no larger than two (2) feet in diameter.
- 2.3.6 Culverts. Each property owner is required to install and maintain a minimum 15" diameter culvert underneath the end of their driveway.

ARTICLE III HOMEOWNER'S ASSOCIATION

SECTION 3.1 MEMBERSHIP

- 3.1.1 Requirements. Each owner of a lot within this subdivision will be required to be a member of the Yellowstone Meadows Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from the ownership of any lot. The Association shall have one class of voting membership. Members shall be owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot, in the case of multiple ownership, shall be exercised as the owners among themselves decide, but in no event shall more than one vote be cast with respect to that lot.

- 3.1.2 Management. The Association is governed by the terms of these protective covenants, the Articles of Incorporation and By-Laws. The business affairs of the Association shall be managed by a Board of Directors.
- 3.1.3 Dues. The Association must levy sufficient dues to maintain and repair common areas and easements, enforce covenants, conduct weed control, cover administrative expenses of the Association, and to perform other required functions of the Association.
- 3.1.4 Assessments. The lot owners will be initially assessed \$20.00 per year for covenant enforcement. The covenant enforcement fund will be placed in a separate reserve account and will be dedicated solely for covenant enforcement costs. Any reduction or increase of the assessment for covenant enforcement shall be adjusted per a majority vote of the members of the Homeowner's Association and the Sweet Grass County Commissioners.
- A separate account will be designated and an amount determined for additional administrative costs, an annual weed fee, as well as anticipated expenditures for common area maintenance. The Board of Directors shall assess each lot owner an annual dues amount representative of the costs incurred during each of the first three years, in addition to any special assessment. Special assessments must be approved by a majority of the lot owners. Thereafter, the maximum annual assessments may be increased each year by not more than 10% above the assessment for the previous year, without a vote of the membership.
- 3.1.5 Budget. The Board of Directors shall prepare an annual budget setting forth the expected annual dues for the coming calendar year. This budget must be submitted to the Association members for their approval.
- 3.1.6 Billing. Annual dues are due upon receipt of the bill and are delinquent after 30 days. Delinquent dues shall accrue interest at the rate of 10% per annum.

SECTION 3.2 DUTIES OF THE ASSOCIATION / MAINTENANCE

- 3.2.1 Road Maintenance. The Yellowstone Meadows Homeowner's Association shall specifically provide for the continual upkeep, maintenance and periodic improvement of roads within the subdivision boundaries, including but not limited to such actions as: road grading, gravel purchase and spreading, snow removal, sub-grade improvements and surface compaction.

The Yellowstone Meadows Homeowner's Association shall maintain the roads and "school bus loop" so it remains passable with a bus in all weather conditions.

- 3.2.2 Noxious Weed Control of Common Areas: The association shall take such steps to control noxious weeds in common areas, parks and along all roadsides in the subdivision. The expense of controlling noxious weeds shall be paid by the Association. The association will assess an annual weed fee for each lot shall and place said fees in a fund designated for noxious weeds. The amount of the annual weed fee may fluctuate depending on the circumstances and cost of yearly weed control. A member of the Board of the Association shall be appointed to oversee and manage all noxious weed control activities. Noxious weeds shall be controlled and managed according to standards set by Sweet Grass County.

Common areas must be kept free of common, restricted and prohibited noxious weeds by spraying at least twice a season or follow a weed control program approved by the Sweet Grass County Weed Supervisor. Grasses shall be cut, if necessary, to prevent a fire hazard. If the noxious weeds are not sprayed with a chemical by July 1st of each year, all weeds, especially Spotted Knapweed, must be clipped or preferably pulled by August 30th of each year.

SECTION 3.3 COMMON PROPERTY

- 3.3.1 Definition: Common areas

Common areas of Yellowstone Meadows shall consist of all trail and emergency vehicle easements, and common areas, as shown in the Yellowstone Meadows Final Plat. All common areas shall be kept clear of any obstructions. No improvements shall be constructed on such common areas. No gates or obstructions shall be placed upon or shall impede access to any common area.

Residents are restricted from parking on the subdivision roads or cul-de-sacs and are required to drive within the posted speed limits.

- 3.3.2 Maintenance. The Yellowstone Meadows Homeowners' Association shall maintain the common areas and easements. The Association shall take such steps as are necessary to ensure that all shrubs, trees, and other vegetation do not block, interfere, or hinder the view from any residence. Existing trees and other vegetation should be preserved to the extent practicable on common property.

The Association shall be responsible for maintenance of the dry hydrant located on the common Homeowners' Association grounds for fire protection services.

Maintenance, repairs, and replacements of Commons Area grounds and improvements shall be the expense of the Yellowstone Meadows Association provided, however, if such damage is caused by a negligent or intentional act of any site owner, then such owner shall be responsible and liable for all such damage.

The Homeowner's Association will be responsible for maintenance of all fences required along the boundary of the subdivision property.

- 3.3.3 Ingress and egress. An Easement for general ingress and egress to each home site and to all common areas for the general use of all owners and their guests shall exist over all common areas, roads, and trails within Yellowstone Meadows.
- 3.3.4 Utility easement. A general utility easement for such items as electricity, gas, communications, telephone, television, cable communications and other utility equipment is designated on the Yellowstone Meadows Plat. Yellowstone Meadows makes no representation that any of these items shall be available, except for electric and telephone utilities. All owners shall have the right to enter upon and make connections in such easements upon the approval of the Design Review Board. Easements for ingress and egress and for utilities shall not be moved, deleted or restricted without the written approval of all the site owners affected, and approval by the County Commissioners, if necessary. Utility companies and owners must restore disturbed land, as closely as possible, to the natural condition of the land before work commenced.

The covenants and restrictions which govern the Homeowner's Association, provides for a perpetual reservation of the common property. Each tract/lot owner is given the right to use all common areas, roads and easements. Permission is required from the governing body before the Homeowner's Association can modify or dissolve any restrictions placed on the common property. The Homeowner's Association is responsible for regular maintenance for roads, and any other mutually controlled facilities of all common property.

ARTICLE IV HEALTH, SANITATION AND UTILITIES

SECTION 4.1

- 4.1.1 Septic Systems and Wells: Each residential building shall be connected to a private well and a septic sewage system at the owners sole expense. The final plat has specifically located the wells and wastewater drainfields for this development pursuant to certain state and county law requirements. Owners must carefully locate homes in specific areas within their respective

lots to ensure the wells and drainfield locations are protected and not disturbed. The system must conform to all applicable standards of the State of Montana, Sweet Grass County or any other regulatory agency.

- 4.1.2 Utilities. The developer of Yellowstone Meadows shall cause the installation and maintenance of electric power and telephone utility service to the junction of the main access road and driveways. Lots owners shall bear all responsibility and costs from such junction to home sites.

All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed. Each owner shall be responsible for utility installation and maintenance in accordance with state and local regulations.

- 4.1.3 Water and Mineral Rights. In order to protect the scenic, recreational, and wildlife values of the area, no mineral or water rights entitled to or owned by Yellowstone Meadows will be assigned, transferred or conveyed to individual site owners. Yellowstone Meadows covenants and agrees not to develop any owned minerals.

This Declaration of Protective Covenants and Restrictions prohibits adjustment to the spring or its flow without written consent of all parties with rights to the water. These Covenants and Restrictions prohibit changes to the ditch alignments and flow of water.

ARTICLE V JURISDICTION AND ENFORCEMENT

SECTION 5.1

- 5.1.1 Yellowstone Meadows has adopted these conditions, owners' association, and guidelines for the benefit of all the residents living in the area. The provisions of these protective covenants may be enforced by individual owners, Yellowstone Meadows Homeowners' Association, Design Review Board or Yellowstone Meadows.
- 5.1.2 Covenant Enforcement Fund. These Protective Covenants include provisions for a "Covenant Enforcement Fund", which requires set fees per lot to be paid by each lot buyer and subsequent buyer. These funds shall be designated solely for costs associated with enforcement of covenants.
- 5.1.3 Right of access. A right of access shall be reserved for making of emergency repairs in improvements or sites on the property. These repairs may be needed to prevent property damage, personal injury, or continued property damage.

5.1.4 Action. In the event of violation or threatened violation of any of these covenants, or the design regulations or additional covenants and regulations adopted pursuant to the terms of these covenants, legal proceedings may be brought for injunctive relief and damages. In addition, an owner, the Design Review Board or Yellowstone Meadows may enforce these covenants by serving notice in writing on the person or entity violating these covenants which notice shall specify the offense, identify the location and demand compliance with the terms and conditions of these covenants. Such notice shall be personally served. In the event personal service cannot be obtained after reasonable efforts, notice shall be posted at a conspicuous place on the property in question and a copy of the notice shall be mailed by certified mail, return receipt requested, to the last know address of the party or entity.

5.1.5 Enforcement. Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate these Covenants; and the legal proceedings may be either to enjoin or restrain violation of the Covenants or to recover damages or both. In the event of action to enforce these Covenants, the prevailing party shall be entitled to costs and a reasonable attorney's fee to be set by the Court.

Failure by the Grantor, Homeowner's Association, Design Review Board or any lot owner to enforce any covenants or restrictions contained herein shall in no event be deemed a waiver of the right to subsequently enforce the covenant or restriction or to collect damages for any subsequent breach of Covenants.

Invalidation of any one of these Covenants shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

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 site or portion of the real property or any improvements thereon. However, these restrictions and Covenants shall be binding upon and inure to the benefit of any subsequent owner who acquired title by foreclosure, trustee sale or otherwise.

5.1.6. Enforcement by Tract Owner. These covenants may be enforced by any tract owner. In the event a tract owner fails to comply this Declaration after reasonable notice and opportunity to come into compliance, a tract owner shall have the right to enforce the covenants by proceeding at law or in equity. The provisions of this Declaration may be enforced by using either an action for damages arising out of a violation, or by an action to abate a

nuisance, or an action to restrain a threatened or prospective violation, or a continuing violation, or any other remedy permitted by law or equity.

5.1.7 Enforcement by Homeowner's Association.

The Homeowners' Association may enforce these covenants in the same manner set forth above for tract owners.

5.1.7.1 Lien. The Association has a lien on the owner's tract for unpaid dues. The Association may file a lien with the County Clerk and Recorder of Sweet Grass County against the owner's lot for delinquent dues, accrued interest and costs of preparing the lien.

5.1.7.2 Suit. The Association in addition to filing a lien, may bring suit in Sweet Grass County for a judgment for the amount of unpaid dues, accrued interest, costs of filing the lien, and costs of suit including reasonable attorneys fees.

5.1.7.3 Payment. Upon payment of the amount due, the lien or judgement must be released by the Association.

**ARTICLE VI
MISCELLANEOUS**

SECTION 6.1

6.1.1 Amendments. These Covenants shall remain in effect until amended or terminated. These Covenants and Restrictions may not be repealed or amended without prior written consent of the Board of Commissioners of Sweet Grass County. The Board of Commissioners of Sweet Grass County is a party to these Covenants and may enforce the provisions hereof.

Upon written consent of the Board of Commissioners, the Covenants, or any portion thereof, may be amended, terminated or supplemented at any time by the execution of a written document containing the terms of the amendment, supplement or termination of any of the Covenants, duly acknowledged by a Notary Public, and recorded with the office of the Sweet Grass County Clerk and Recorder, executed by at least seventy-five percent (75%) of the owners of the property based on one vote per site. If one or more sites has been combined, the combined site shall represent one vote. If there is more than one owner for a site, each owner must execute the amendment, supplement or termination document to count for one vote towards the seventy-five percent (75%) total.

- 6.1.2 No Waiver. Failure to enforce any provision or condition of these restrictions shall not operate as a waiver of any such provision or condition or any other provision or condition.
- 6.1.3 Invalidity. The invalidity or unenforceability of any provision of these covenants in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision.
- 6.1.4 Perpetuity. These Covenants shall continue in full force and effect and shall run with the land as a legal and equitable servitude in perpetuity unless amended as set forth herein.
- 6.1.5 Non-Dedication to Public Use. Nothing contained in these Covenants and Restrictions shall be construed or be deemed to constitute a dedication, expressed or implied, of any part of the property or the common areas to or for any public use or purpose whatsoever. Notwithstanding the foregoing, the public is granted a utility easement within all subdivision road right-of-ways.

IN WITNESS WHEREOF, this instrument has been executed this 3rd day of July 2002.

YELLOWSTONE MEADOWS SUBDIVISION

BY: John D. Thompson
John D. Thompson

STATE OF MONTANA)

COUNTY OF Silver Bow)
:ss

This instrument was acknowledged before me on July 3rd, 2002,
by JOHN D. THOMPSON of YELLOWSTONE MEADOWS SUBDIVISION.



Lauren M. Rudd
Notary Public for the State of
Written Name: Lauren M. Rudd
Residing at: Box 111, Timpana, UT
My Commission Expires: 3-20-04

After recording return to:
Josephson Law Firm
PO Box 1047
Big Timber, MT 59011

149189 Fee: \$ 189.00 Pages:27 Book:72MISC Page:790
SWEET GRASS COUNTY Recorded 7/26/2011 At 3:42 PM
Sherry Bjorndal, Clk & Rcdr By Catherine McKenzie
Return to: JOSEPHSON LAW FIRM PO BOX 1047
BIG TIMBER, MT 59011

**FIRST AMENDMENT OF THE DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR
YELLOWSTONE MEADOWS SUBDIVISION, MAJOR SUBDIVISION
PLAT NO. 135242
SWEET GRASS COUNTY, MONTANA**

WHEREAS, paragraph 6.1.1 of the Declaration of Protective Covenants and Restrictions for Yellowstone Meadows Subdivision (the "Covenants") allows for amendment of the Covenants by at least 75% of the owners of the subdivision lots; and

WHEREAS, at least 75% of the owners have consented to amend the Declaration of Covenants of the Yellowstone Meadows Subdivision, Major Subdivision filed of record on July 11, 2002 at Book 64 Misc., page 412, to remove any reference to Lot 123 as evidenced by the signed and notarized Consents attached hereto from at least 47 of the 60 lots.

NOW THEREFORE, the owners hereby amend "Section 1. Property Subject to Declaration", on page two, first full paragraph, by replacing it with the following:

A portion of the above-described property has been approved as a major subdivision entitled Yellowstone Meadows, Phases I and II, with Major Subdivision Plat No. 135242. This Declaration of Covenants and Restrictions is intended to apply to all lots and common areas within Phases I and II. However, Lot 123 is to be grandfathered out of these covenants, conditions and restrictions in their entirety.

The owners also hereby amend "Section 1.1.5. Further Subdivision", by replacing it with the following to remove Lot 123 from any provisions of the Covenants:

1.1.5 Further Subdivision. No site, may be further subdivided. Any two or more contiguous lots that have been combined to constitute one tract cannot later be subdivided.

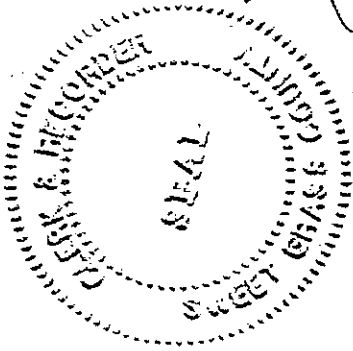
APPROVED AND CONSENTED TO BY THE BOARD OF COUNTY
COMMISSIONERS OF SWEET GRASS COUNTY, MT:

SWEET GRASS COUNTY, MONTANA

By Suea M. Mowse 7/26/2011
Chairman, Board of Commissioners

ATTEST:

Sherry B. Spindal
County Clerk and Recorder



Rebecca Hirsch
Printed Name Rebecca Hirsch
Notary Public for the State of Montana
Residing at Big Timber
My commission expires: April 28, 2012

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 2
Owner Name or Names (include all owners' names): Billy Jone Scott Jr. and Jacque Gaye Scott
Lot Owner's Address: PO Box 45, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.


BILLY JONE SCOTT JR.

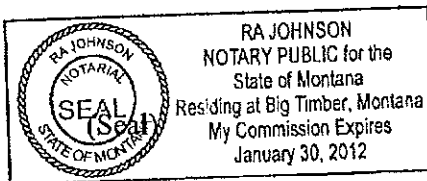

JACQUE GAYE SCOTT

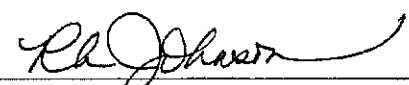
STATE OF Montana)

: ss.

County of Sweet Grass)

Signed before me on the 2nd day of June, 2011, by BILLY JONE SCOTT JR. and JACQUE GAYE SCOTT.




Printed Name _____
Notary Public for the State of _____
Residing at _____
My commission expires: _____

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 3, 4, 11, 39, 40, 41, 50, 55, 56, 57, 58, 59-A
Owner Name or Names (include all owners' names): Justin Ford, Inc.
Lot Owner's Address: PO Box 972, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

JUSTIN FORD, INC.

By: _____

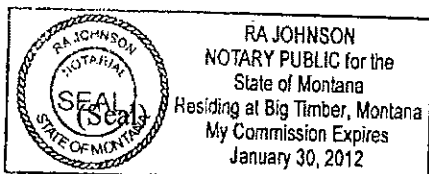
Justin Todd, president

STATE OF Montana)

ss.

County of Sweet Grass)

Signed before me on the 23 day of May, 2011, by JUSTIN TODD as president of JUSTIN FORD, INC.



RA Johnson
Printed Name RA Johnson
Notary Public for the State of Montana
Residing at Big Timber
My commission expires: Jan. 30, 2012

Lot Number(s) in Yellowstone Meadows: 5, 6
 Owner Name or Names (include all owners' names): Curry & Son Stone Design, Inc.
 Lot Owner's Address: PO Box 1536, Big Timber, MT 59011

Printed Name RA Johnson
Notary Public for the State of MT
Residing at Big Timber
My commission expires: Jan. 30 2012

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 7
Owner Name or Names (include all owners' names): Andre and Sandy Toulouse
Lot Owner's Address: PO Box 241, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 13, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

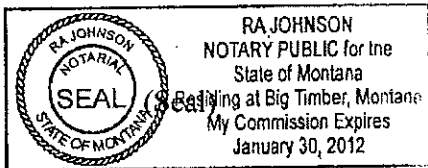
The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

Andre M. Toulouse
ANDRE TOULOUSE

Sandy Toulouse
SANDY TOULOUSE

STATE OF Montana)
County of Sweet Grass) ss.

Signed before me on the 31st day of May, 2011, by ANDRE TOULOUSE and SANDY TOULOUSE.



RA Johnson
Printed Name RA Johnson
Notary Public for the State of MT
Residing at Big Timber
My commission expires: Jan. 30, 2012

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 8
Owner Name or Names (include all owners' names): Marvin and Marilyn Hepola
Lot Owner's Address: 5324 Ward Ave. SE, Auburn, WA 98092-8415

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

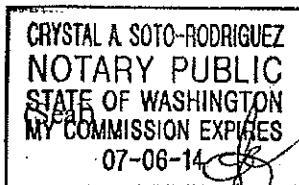
Marvin Hepola
MARVIN HEPOLA

Marilyn Hepola
MARILYN HEPOLA

STATE OF WA)

County of King) : ss.

Signed before me on the 24th day of May, 2011, by MARVIN HEPOLA and MARILYN HEPOLA.



Crystal A. Soto-Rodriguez
Printed Name Crystal A. Soto-Rodriguez
Notary Public for the State of WA
Residing at King Co.
My commission expires: 7/6/14

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

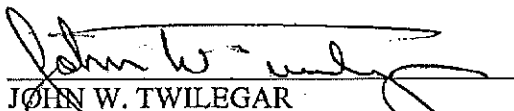
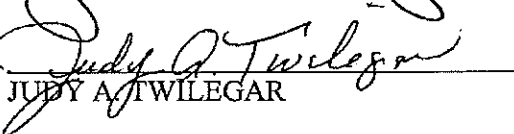
Lot Number(s) in Yellowstone Meadows: 9-A
Owner Name or Names (include all owners' names): John W. and Judy A. Twilegar
Lot Owner's Address: PO Box 742, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

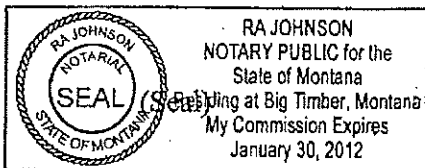
Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.


The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.


JOHN W. TWILEGAR

JUDY A. TWILEGAR

STATE OF Montana)
: ss.
County of Sweet Grass)

Signed before me on the 26 day of May, 2011, by JOHN W. TWILEGAR and JUDY A. TWILEGAR.




Printed Name RA Johnson
Notary Public for the State of Montana
Residing at Big Timber
My commission expires: Jan. 30, 2012

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 12
Owner Name or Names (include all owners' names): Sandra D. Hamilton Trust
Lot Owner's Address: 115 Middle Creek Lane, Bozeman, MT 59718

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

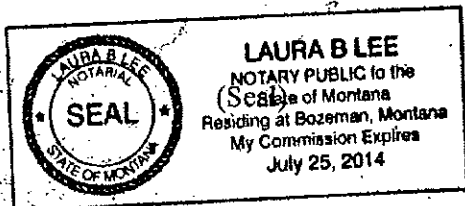
The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

SANDRA D. HAMILTON TRUST

By: Sandra D. Hamilton
Printed Name: Sandra D. Hamilton
Title: Trustee

STATE OF Montana)
County of Gallatin) : ss.

Signed before me on the 31st day of May, 2011, by
Sandra D. Hamilton as trustee of the SANDRA D. HAMILTON TRUST.



Laura B. Lee
Printed Name Laura B. Lee
Notary Public for the State of Montana
Residing at Bozeman, MT
My commission expires: July 25, 2014

CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS

Lot Number(s) in Yellowstone Meadows: 17, 18
Owner Name or Names (include all owners' names): David L. Butler
Lot Owner's Address: 2607 1st St., Lincoln, CA 95648-2832

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

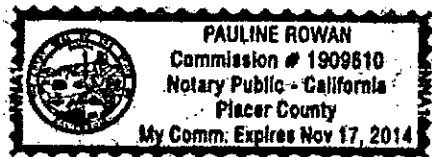
David L. Butler
DAVID L. BUTLER

STATE OF CA)
County of Placer) : ss.

Signed before me on the 15 day of June, 2011, by DAVID L. BUTLER.

Pauline Rowan
Printed Name Pauline Rowan, Notary Public
Notary Public for the State of CA
Residing at Wheatland CA
My commission expires: 11-17-2014

(Seal)



**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 19
Owner Name or Names (include all owners' names): Candace H. Keen Revocable Trust
Lot Owner's Address: 696 Macedonia Dr., Punta Gorda, FL 33950-8013

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

CANDACE H. KEEN REVOCABLE TRUST

By: Candace H. Keen
Printed Name: CANDACE H. KEEN
Title: _____

STATE OF MONTANA)
County of Sweet Grass) ss.

Signed before me on the 19th day of May, 2011, by
Candace H. Keen as trustee of the CANDACE H. KEEN REVOCABLE
TRUST.



James B. Lippert
Printed Name James B. Lippert
Notary Public for the State of Montana
Residing at Bfg Timber
My commission expires: 3/15/2012

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 20, 24

Owner Name or Names (include all owners' names): Richard O. and Candace H. Keen

Lot Owner's Address: PO Box 780, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.


The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.



RICHARD O. KEEN



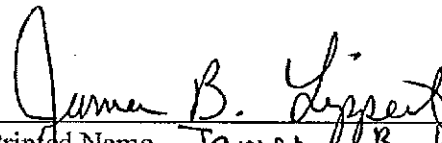
CANDACE H. KEEN

STATE OF MONTANO)

County of Sweet Grass) ss.

Signed before me on the 19th day of May, 2011, by RICHARD O. KEEN and CANDACE H. KEEN.





Printed Name James B. Lippert
Notary Public for the State of MONTANA
Residing at Big Timber
My commission expires: 3/15/2012

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

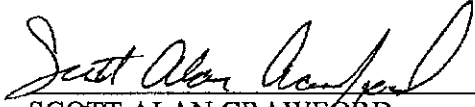
Lot Number(s) in Yellowstone Meadows: 21
Owner Name or Names (include all owners' names): Scott Alan and Sandra L. Crawford
Lot Owner's Address: PO Box 1676, Big Timber, MT 59011

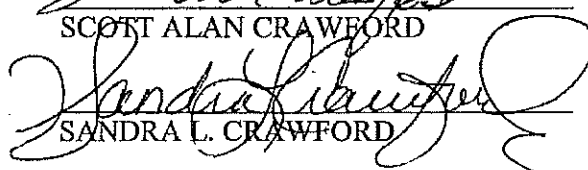
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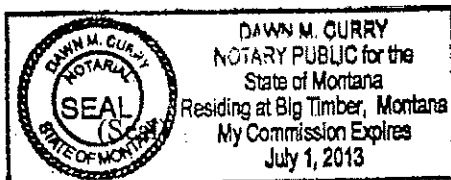
The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

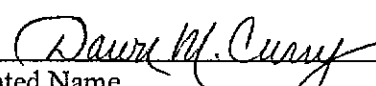

SCOTT ALAN CRAWFORD


SANDRA L. CRAWFORD

STATE OF Montana)
County of Sweet Grass) ss.


Signed before me on the 1st day of June, 2011, by SCOTT ALAN CRAWFORD and SANDRA L. CRAWFORD.




Printed Name _____
Notary Public for the State of _____
Residing at _____
My commission expires: _____

Lot Number(s) in Yellowstone Meadows: 23 ~~4~~
 Owner Name or Names (include all owners' names): Harold Gehmert
 Lot Owner's Address: PO Box 43, Greycliff, MT 59033-0043

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

 (Seal) RA JOHNSON
NOTARY PUBLIC for the
State of Montana
Residing at Big Timber, Montana
My Commission Expires
January 30, 2012

RA Johnson
 Printed Name _____
 Notary Public for the State of _____
 Residing at _____
 My commission expires: _____

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 26, 27

Owner Name or Names (include all owners' names): Jennifer Howe, a/k/a Jennifer H. Mohan

Lot Owner's Address: 1057 Josies Way, Forest, VA 24551-4530

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

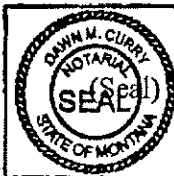
Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.


JENNIFER HOWE a/k/a JENNIFER H. MOHAN

STATE OF Montana)
County of Sweet Grass) ss.

Signed before me on the 31st day of May, 2011, by JENNIFER HOWE a/k/a JENNIFER H. MOHAN.



DAWN M. CURRY
NOTARY PUBLIC for the
State of Montana
Residing at Big Timber, Montana
My Commission Expires
July 1, 2013


Printed Name _____

Notary Public for the State of _____

Residing at _____

My commission expires: _____

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 28, 29

Owner Name or Names (include all owners' names): Hannah Pauli, Steve Pauli, Susan Pauli

Lot Owner's Address: PO Box 582, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 13, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

Hannah Pauli

HANNAH PAULI

Steve Pauli

STEVE PAULI

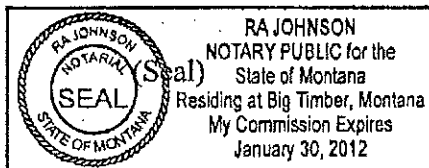
Susan Pauli

SUSAN PAULI

STATE OF Montana)

County of Sweetgrass) : ss.

Signed before me on the 23 day of May, 2011, by HANNAH PAULI,
STEVE PAULI and SUSAN PAULI.



RA Johnson
Printed Name RA Johnson
Notary Public for the State of Montana
Residing at Big Timber
My commission expires: Jan. 30, 2012

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 30
Owner Name or Names (include all owners' names): Holsten Family Trust
Lot Owner's Address: 838 East LeMarche Ave., Phoenix, AZ 85022

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

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The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

HOLSTEN FAMILY TRUST

By: Rose A Holsten
Printed Name: Rose A Holsten
Title: Trustee

STATE OF Arizona : ss.
County of Maricopa

Signed before me on the 21 day of May, 2011, by
Rose A. Holsten as trustee of the HOLSTEN FAMILY TRUST.



Carol Turetsky
Printed Name CAROL Turetsky
Notary Public for the State of _____
Residing at 6102 Bell Phx AZ
My commission expires: 4/20/2014

Printed Name RA Johnson
Notary Public for the State of MT
Residing at Big Timber
My commission expires: Jan. 30, 2012

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 33
Owner Name or Names (include all owners' names): Orville M. and Mary Catherine Meek
Lot Owner's Address: PO Box 1610, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

Orville M. Meek
ORVILLE M. MEEK

Mary Catherine Meek
MARY CATHERINE MEEK

STATE OF Montana)
County of Sweet Grass) ss.

Signed before me on the 31 day of May, 2011, by ORVILLE M. MEEK and MARY CATHERINE MEEK.



Debbie Hanson
Printed Name Debbie Hanson
Notary Public for the State of Montana
Residing at Big Timber, MT
My commission expires: 6/28/2011

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 35, 36, 37, 34

Owner Name or Names (include all owners' names): Michael A. and Michele M. Gregorich

Lot Owner's Address: PO Box 1557, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 13, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

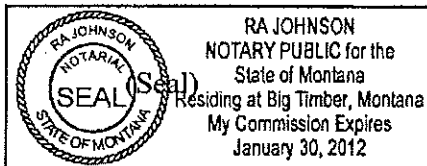
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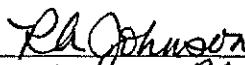

MICHAEL A. GREGORICH

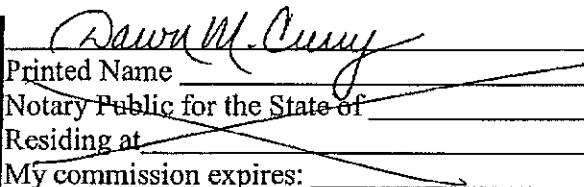

MICHELE M. GREGORICH

STATE OF Montana)
County of Sweet Grass) : ss.

Signed before me on the 23 day of May, 2011, by MICHAEL A. GREGORICH and MICHELE M. GREGORICH.




Printed Name RA Johnson
Notary Public for the State of Montana
Residing at Big Timber
My commission expires: Jan. 30, 2012



**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 44, 45

Owner Name or Names (include all owners' names): Joseph and Marlene Mahlum

Lot Owner's Address: PO Box 524, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

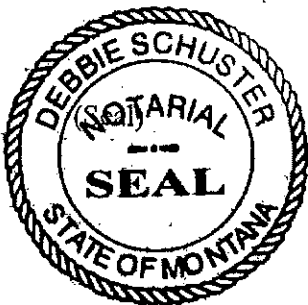
The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.

Joseph Mahlum
JOSEPH MAHLUM

Marlene Mahlum
MARLENE MAHLUM

STATE OF Montana)
County of Sweet Grass) ss.

Signed before me on the 25th day of May, 2011, by JOSEPH MAHLUM and MARLENE MAHLUM.



Debbie Schuster
Printed Name Debbie Schuster
Notary Public for the State of Montana
Residing at Big Timber
My commission expires: August 31, 2011

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

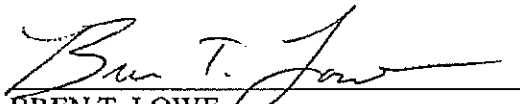
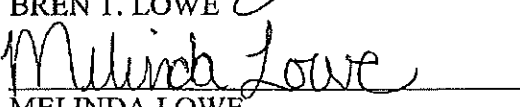
Lot Number(s) in Yellowstone Meadows: 46
Owner Name or Names (include all owners' names): Bren T. Lowe and Melinda Lowe
Lot Owner's Address: PO Box 598, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

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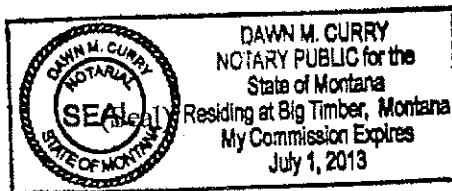
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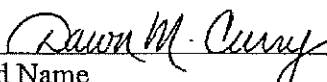
The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.


BREN T. LOWE

MELINDA LOWE

STATE OF Montana)
County of Sweet Grass) ss.

Signed before me on the 31st day of May, 2011, by BREN T. LOWE and MELINDA LOWE.




Printed Name _____
Notary Public for the State of _____
Residing at _____
My commission expires: _____

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 49
Owner Name or Names (include all owners' names): Tyson Gregorich
Lot Owner's Address: PO Box 1472, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 16, 2011.

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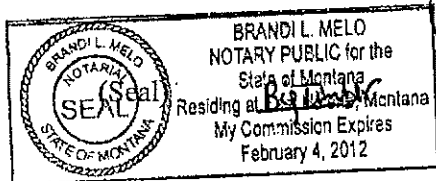
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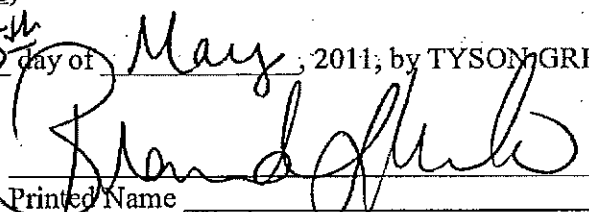


TYSON GREGORICH

STATE OF Montana
County of Lewis & Clark : ss.

Signed before me on the 25th day of May, 2011, by TYSON GREGORICH:





Printed Name _____
Notary Public for the State of _____
Residing at _____
My commission expires: _____

**CONSENT TO JUSTIN FORD, INC. EXCHANGE PROPOSAL AND
AMENDMENT OF COVENANTS**

Lot Number(s) in Yellowstone Meadows: 61, 62

Owner Name or Names (include all owners' names): Ryan Gregorich and Mike Gregorich

Lot Owner's Address: PO Box 1557, Big Timber, MT 59011

The undersigned Owner(s) of the above-referenced Lot or Lots hereby consent to the Yellowstone Meadows Homeowners Association exchanging land with Justin Ford, Inc. in accordance with the proposal outlined in the letter from Josephson Law Firm dated May 13, 2011.

The undersigned(s) further consent to revisions to the Access Easement to the River Homeowners Park as may be necessary to accommodate the exchange.

Further, the undersigned(s) consent and agree to amending the Declaration of Protective Covenants and Restrictions For Yellowstone Meadows Subdivision, Major Subdivision Plat No. 135242 to remove reference to Lot 123.

The undersigned(s) authorize the directors and officers of Yellowstone Meadows Homeowners Association to proceed with and complete the exchange with Justin Ford, Inc. and amendment as set forth in the above referenced Josephson Law Firm letter.



RYAN GREGORICH



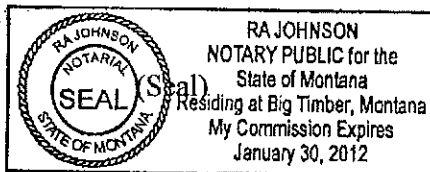
MIKE GREGORICH


STATE OF Montana)

: ss.

County of Sweet Grass)

Signed before me on the 23 day of May, 2011, by RYAN GREGORICH and MIKE GREGORICH.





Printed Name RA Johnson
Notary Public for the State of Montana
Residing at Big Timber
My commission expires: Jan. 30, 2012

ARTICLES OF INCORPORATION
OF
YELLOWSTONE MEADOWS SUBDIVISION, INC.

The undersigned natural person of legal age, acting as incorporator under the provisions of the Montana Nonprofit Corporation Act, Title 35, Chapter 2, M.C.A., (this act as amended from time to time is referred to herein as the "Act"), hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME

The name of the Corporation is:

YELLOWSTONE MEADOWS SUBDIVISION, INC.

ARTICLE II
PERIOD OF DURATION

The period of its duration is perpetual.

ARTICLE III
PURPOSES AND POWERS

Section 3.01. Purpose. The primary purposes for which this Non-Profit Corporation is organized are as follows:

(a) Provide an owners' association for the owners of lots located in Plat No. 135242 Yellowstone Meadows Subdivision, Phases I and II, records of Sweet Grass County, Montana;

(b) Provide a non-profit organization to provide for, own and administer property or property rights of the association; and administer the rights of the owners' association under the Protective Covenants recorded for the Lots and Property;

(c) Provide a non-profit organization to provide for weed control in accordance with the Weed Plan, common area and road maintenance, maintenance of a water point source for fire protection and to determine fencing obligations;

Yellowstone Meadows Subdivision
Articles of Incorporation
Page 1

135244 Fee: \$ 30.00 5 Pages Book 64 MISC Page 0428
SWEETGRASS COUNTY Recorded 07/11/2002 At 03:06 PM
Sherry Bjorndal, Clk & Rodr By Char. Johnson
Return to: JOSEPHSON & DRINGMAN PO BOX 1047
BIG TIMBER, MT 59011

(d) To do everything necessary, proper, advisable, and lawful for the accomplishment of the foregoing purposes, not prohibited by these Articles; and

(e) The corporation is a mutual benefit corporation.

Section 3.02. Powers. The general powers of the Corporation are to have and exercise any and all powers, rights and privileges which a Corporation organized under the Act by law may now or hereafter have or exercise.

The foregoing statement of purposes and powers shall be construed as a statement of both purposes and powers, and purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements or purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Association.

ARTICLE IV LIMITATION OF POWERS

Section 4.01. Non-profit Corporation. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, officers or directors of the Company, except that the Corporation shall be authorized and have power to pay reasonable compensation or fees for goods and services furnished to the Corporation by members, officers or directors and to make payment in furtherance of their purposes.

Section 4.02. Prohibition. Nothing contained in these Articles shall be construed to authorize the Corporation to engage in the business of banking or insurance.

ARTICLE V DISSOLUTION

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation to the members in proportion to each member's interest in the corporation or under such other dissolution plan as may be lawfully adopted by the corporation. All dissolution proceedings shall be conducted in accordance with the Montana Nonprofit Corporation Act's provision relating to dissolution and liquidation, as may be amended, which are currently codified in Title 35, Chapter 2, Part 7, M.C.A.

ARTICLE VI
ADDRESS OF INITIAL REGISTERED OFFICE AND
NAME OF ORIGINAL REGISTERED AGENT

Section 6.01. Registered Office. The address of the initial registered office of the Corporation is 301 West First Avenue, Suite C, Box 788, Big Timber, MT 59011.

Section 6.02. Registered Agent. The name of the initial registered agent of the Corporation, an individual resident of the State of Montana, whose business office is at the above address, is DONALD D. TODD.

ARTICLE VII
BOARD OF DIRECTORS

Section 7.01. Number of Directors. The number of directors constituting the initial board of directors is three (3).

Section 7.02. The number of directors of the Company may be changed by amendment to the By-laws of the Corporation, but may not be less than three (3).

ARTICLE VIII
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is as follows:

JOHN D. THOMPSON, 3756 Spain Road, Snellville, GA 30039

ARTICLE IX
LIMITATION OF DIRECTOR LIABILITY

Pursuant to Section 35-2-213(2)(e), M.C.A., the Directors of the Corporation are not personally liable to the Corporation or its members for monetary damages for breach of a director's duties to the corporation and its members, except:

- (a) For a breach of a director's duty of loyalty to the Corporation or its members;
- (b) For acts or omissions not in good faith or that, involve intentional misconduct or a knowing violation of law;
- (c) For a transaction from which a director derived an improper personal benefit; or,
- (d) Under Section 35-2-418, 35-2-435 or 35-2-436, M.C.A.

ARTICLE X
MEMBERSHIP

The corporation will have members. Membership in the Corporation shall be governed by the By-laws of the Corporation and any applicable covenants, conditions and restrictions applicable to requirements for membership.

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a Corporation pursuant to the "Montana Nonprofit Corporation Act", make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 26th day of June, 2002.

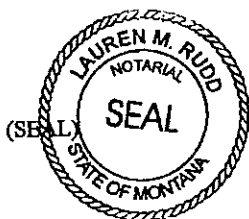
BY:

John D. Thompson

JOHN D. THOMPSON - INCORPORATOR

STATE OF MONTANA)
 :SS
COUNTY OF Sweet Grass)

This instrument was acknowledged before me on the 26th day of June, 2002, by JOHN D. THOMPSON of YELLOWSTONE MEADOWS SUBDIVISION.



Lauren M. Rudd
Notary Public for the State of
Written Name: Lauren M. Rudd
Residing at: Big Timber, MT
My Commission Expires: 3-20-2004

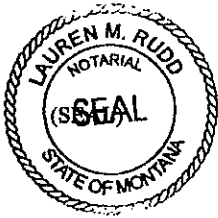
I, the undersigned, being the registered agent hereinbefore named, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 26th day of June, 2002.

BY:

Donald D. Todd
DONALD D. TODD - REGISTERED AGENT

STATE OF MONTANA)
 :SS
COUNTY OF Sweet Grass)

This instrument was acknowledged before me on the 26th day of June, 2002, by DONALD D. TODD.



Lauren M. Rudd
Notary Public for the State of
Written Name: Lauren M. Rudd
Residing at: Bozeman
My Commission Expires: 3-20-2014

**BY-LAWS
OF
YELLOWSTONE MEADOWS HOMEOWNERS' ASSOCIATION, INC.**

The following are the duly adopted By-Laws of the YELLOWSTONE MEADOWS HOMEOWNER'S ASSOCIATION. The purpose of the By-Laws is to govern the affairs of the Association, which is a Montana mutual benefit corporation. In addition to these By-Laws, the Articles of Incorporation of the Yellowstone Meadows Homeowners Association, Inc. and the Declaration of Protective Covenants and Restrictions recorded for the Lots and Property govern this Association.

SECTION 1: DEFINITIONS.

1.01. Association. YELLOWSTONE MEADOWS HOMEOWNER'S ASSOCIATION, INC., a Montana mutual benefit corporation, its successors and assigns.

1.02. Board. The Board of Directors of the Association.

1.03 Common Easements. All streets, avenues, and alleys shown on the Subdivision Plat No. 135242 will not be dedicated to the public; they will be owned by the Homeowner's Association.

1.04 Declaration. Declaration of Covenants, Conditions and Restrictions which may be recorded in the office of the County Clerk and Recorder, Sweet Grass, Montana, and all additions and amendments.

1.05. Declarant. JOHN THOMPSON, as subdivider of the Yellowstone Meadows Subdivision, his heirs, successors and assigns.

1.06. Owner. The recorded Owner of a Tract whether one or more persons, including contract for deed purchasers. Owners do not include those persons having an interest merely as security for the performance of an obligation; or a Lessee from an Owner.

1.07. Real Property. Real property shall mean and refer to that certain real property located in the County of Sweet Grass, Montana, described in the Declaration of Covenants, Conditions and Restrictions of the YELLOWSTONE MEADOWS SUBDIVISION, Phases I and II, Plat No. 135242.

1.08. Tract. A tract of land located in the SW ¼ and the SE ¼ of Section 16 and in the NW ¼ and the NE ¼ of Section 21, Township 1 North, Range 15 East, P.M.M., Sweet Grass County, Montana, as depicted on Subdivision Plat No. 135242.

Yellowstone Meadows
Homeowner's Association
By-Laws, Page 1

135245 Fee: \$ 42.00 7 Pages Book 64 MISC Page 0433
SWEETGRASS COUNTY Recorded 07/11/2002 At 03:07 PM
Sherry Bjornedal, Clk & Recd By Chad J. Johnson
Return to: JOSEPHSON & DRINGMAN PO BOX 1047
BIG TIMBER, MT 59011

program approved by the Sweet Grass County Weed Supervisor. Grasses shall be cut on an annual basis to prevent a fire hazard. Any area disturbed by construction shall be re-seeded to natural vegetation.

4.05 The Association shall be responsible for liability insurance, local taxes and facility maintenance, and maintaining a covenant enforcement fund.

4.06 The Association must provide for a means of enforcement, and of receiving and processing complaints.

4.07 The Association must have required permission of the governing body before the Association can be dissolved or the restrictions be modified.

4.08 The Association is responsible for enforcing the provisions of its By-Laws.

4.09 The Association is responsible for regular maintenance of roads, parks, buildings, drainage facilities and other common facilities as described in the Declaration of Protective Covenants and Restrictions for Yellowstone Meadows Subdivision.

4.10 The Association is responsible for appointing a weed supervisor.

SECTION 5: MEMBERSHIP ASSESSMENTS AND LIEN RIGHTS.

5.01. Regular Assessments. The directors of the Yellowstone Meadows Subdivision Homeowner's Association shall meet to determine the necessary initial administrative charge, which amount will be placed in a separate reserve account for and maintenance. Based on each of the first three year's experience, the Board of Directors shall assess each lot owner an annual dues amount representative of the average costs incurred during each year, in addition to any special assessment. The board may not, without a majority vote of the homeowners, increase the regular annual assessments during any calendar year of the Association by more than twenty percent (20%) above the regular annual assessment for the preceding year. Declarant shall pay all assessments levied by the Association against any Lot owned by it at the same time, in the same manner as any other Homeowner.

5.02. Special Assessments. The lot owners will be assessed \$20.00 per year for covenant enforcement. Any additional special assessments must be recommended by the Board and be approved by a vote of a majority of the membership.

5.03. Assessments a Lien. All assessments, together with interest on unpaid assessments at the rate of ten percent (10%) per annum, shall be a charge on the land and a continuing lien upon the Tract until paid. All assessments shall also be a personal obligation of each Tract Owner. Interest shall not accrue on any assessments that are paid within thirty (30) days of the

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due date.

SECTION 6: MEETINGS OF MEMBERS.

6.01. Annual Meeting of Members. The date and time of the annual meeting of members shall be set by the Board.

6.02. Place of Meetings. The place of all meetings of the members shall be set by the Board.

6.03. Special Meetings. Special meetings of members may be called by the Board of Directors or in accordance with Montana Law.

6.04. Quorum. A Quorum of any meeting of members shall be those members present in person or by proxy.

6.05. Voting. Each member shall have one vote. Voting by members shall be by hand vote or voice vote unless the Chairman of the meeting or a member requests a written secret ballot.

6.06. Proxies. Every person entitled to vote shall have the right to do so in person or by a written proxy. All proxies must be delivered to the Chairman of the meeting or the Secretary of the Association or the Secretary of the meeting prior to the commencement of the meeting.

6.07. Notice of Meetings. Notice of all meetings of the Membership of the Association must be mailed to each Member, which Member is listed of record 5 business days prior to the mailing of the notice. The notice of meeting will be mailed to the last known address of the Member at least 10 days and not more than 60 days before the meeting.

6.08. Contents of Notice. All notices must include the date, time and place of the meeting and an initial agenda of the meeting. A form of proxy must also be mailed to each Member so that, if the Member cannot attend the meeting, the Member has the right to designate someone to represent the Member at the meeting and vote on behalf of the Member at the Meeting.

SECTION 7: DIRECTORS.

7.01. Powers. The business and affairs of the Association shall be managed by a Board of Directors.

7.02. Number of Board Members. The Board of Directors of the Association shall have three (3) members. The Members may increase the size of the Board at any regular annual

meeting. The initial Board of Directors shall consist of John D. Thompson, Sonny Todd and Mary Ann Duffy. Once five or more lots are sold, an election will be held.

7.03. Qualifications. Except for the initial Board of Directors, the Board of Directors will be elected by the membership at an annual meeting. A Board member must be an owner. In the case of a corporation Owner or a partnership Owner any representative of a corporate or partnership Owner may serve on the Board.

7.04. Regular Meetings. A regular meeting of the Board shall be held without notice following the annual meeting of members, or at such time and place following the meeting as the Board may agree.

7.05. Special Meetings. Special meetings of the Board may be called by any Board member or any officer of the Association.

7.06. Notice. Unless the meeting is a consent meeting under Montana Law, notice of any special meeting of the Board of Directors must be at least 10 days prior to the meeting and specify the time and place of the meeting. Notice of a special meeting may be given in writing or may be oral.

7.07. Quorum. A quorum of any meeting of the Board shall be a majority of the Board Members.

7.08. Vacancies. Any vacancy occurring in the Board may be filled by the affirmative vote of the remaining Board. A director elected to fill a vacancy shall be elected for the remaining term of his predecessor in office.

7.09. Limitation on Liability. The Directors of the Association are not personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director, except:

- (a) For a breach of a director's duty of loyalty to the Corporation or its members;
- (b) For acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) For a transaction from which a director derived an improper personal benefit; or,
- (d) Under Section 35-2-418, 35-2-435 or 35-2-436, M.C.A.

SECTION 8: OFFICERS.

8.01. Number of Officers. The officers of the Association shall be President-Vice President and Secretary-Treasurer, and such other offices, as the Board shall determine.

8.02. Election. The Officers shall be elected annually by the Board. Any person may hold more than one office.

8.03. Removal. Any officer, agent, or person elected or appointed by the Board may be removed by the Board.

8.04. Vacancies. All vacancies in any office or position may be filled by the Board.

SECTION 9: CONTRACTS, LOANS, CHECKS, AND DEPOSITS.

9.01. Contracts. The Board may authorize any officers, agents, or persons to enter into any contract or execute and deliver any instruments in the name of the Association.

9.02. Loans. The borrowing of money, property or services must be authorized by the Board.

9.03. Checks, Drafts. All checks, drafts, or other orders for the payment of Association money must be approved by the Board and signed by the Treasurer or President.

9.04. Deposits. All funds of the Association must be deposited in bank accounts approved by the Board.

9.05. Gifts. The Association may accept gifts from its members or other persons. Any funds or property received as gifts must be applied toward the purposes of the Association.

SECTION 10: BOOKS, RECORDS, TAX RETURN.

10.01. Corporate minute book. The corporate minute book and roster of Members and their addresses must be kept by the Secretary at the Association's office.

10.02. Inspection. The records of the Association may be inspected by any Member during regular business hours upon reasonable notice.

10.03. Other Records. All other records, including accounting records, must be kept at the Association office.

10.04. Tax Return. The Board is responsible for filing any required tax and informational returns on behalf of the Association. Any officer may sign such returns.

SECTION 11: AMENDMENT OF BY-LAWS.

11.01. The Board may amend the By-Laws of the Association, except as to dues and assessments. Any amendment regarding dues and assessments must be approved by a majority vote of those members attending in person or by proxy an annual or special meeting of members.

11.02. A majority of the Members of the Association at any meeting of the membership, properly noticed, may amend the By-Laws of the Association.

11.03. Any amendment of the By-Laws is effective upon approval.

SECTION 12: DISSOLUTION/MODIFICATION.

12.01. The permission of the Board of Commissioners of Sweet Grass County is required before the Homeowner's Association can be dissolved or modified.

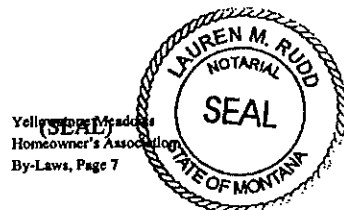
These By-Laws were adopted at the organizational meeting of the Association held the 24 day of July, 2002.

YELLOWSTONE MEADOWS HOME OWNER'S ASSOCIATION
A Montana Non-Profit Corporation

By: John D. Thompson
JOHN D. THOMPSON, INCORPORATOR

STATE OF MONTANA)
 :SS
COUNTY OF Sweet Grass)

This instrument was acknowledged before me on the 3rd day of July, 2002, by JOHN D. THOMPSON of YELLOWSTONE MEADOWS SUBDIVISION.



Lauren M. Rudd
Notary Public for the State of
Written Name: Lauren M. Rudd
Residing at: Big Timber
My Commission Expires: 3-20-2004

57D-60

NO. 6 - WARRANTY DEED

STATE OF MONTANA

THIS INDENTURE, Made this 10th day of March in the year of our Lord one thousand nine hundred and seventy-six, between Ellen. Bae, of Big Timber, Montana

of the part Y. of the first part, and Kenneth G. Bae, of Big Timber, Montana

the part Y. of the second part.
WITNESSETH: That the said part Y. of the first part, for and in consideration of the sum of One & no/100 - - - - - Dollars (\$1.00) lawful money of the United States of America, to in hand paid by said part Y. of the second part, the receipt whereof is hereby acknowledged do. &c. by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns, FOREVER, all the lot, piece or parcel of land, situate, lying and being in County of Sweet Grass and State of Montana, particularly described as follows, to-wit:

Township 1 North, Range 15 East, Principal Meridian,
Section 16: Lots 6 and 7, excepting the following described tract; Beginning at the Southwest corner of said Section 16; thence North 0° 08' East 3407.3 feet along West section line to point of beginning; thence North 0° 08' East 308.7 feet; thence South 62° 57' East 555.3 feet; thence South 70° 42' East 268.6 feet; thence South 65° 46' East 1002.9 feet; thence South 24° 14' West 200 feet; thence North 65° 43' 30" West 650.7 feet; thence South 48° 58' West 215.5 feet; thence North 50° 45' West 965.1 feet; to the true point of beginning, containing 11.202 acres, more or less, together with an access road described as follows: Commencing at the Southwest Corner of Lot 6; thence South 58° 45' West 17.5 feet to the true point of beginning; thence along center line of an access road 30 feet wide South 0° 08' West 4701.5 feet a point on the North right of way of the County Road in the NW 1/4 of Section 21, Township 1 North, Range 15 East.
Section 16: Lots 8, 9, SW 1/4 SE 1/4, SW 1/4
Section 21: Lot 1, NW 1/4, NW 1/4

And together with all water, water rights, and of every kind and description, and all rights in ditches, laterals, and canals, however evidenced, and rights-of-way therefor, - appurtenant to or used in connection with the above described premises.

SUBJECT, HOWEVER, to all reservations, restrictions and exceptions had or contained in prior conveyances or instruments pertaining

...to said premises or any thereof, presently appearing of record,
or apparent from a physical inspection of said premises.

This conveyance is made subject to all of the 1976 taxes and
assessments against the above described premises.

57 82
County of Sweet Grass
County Clerk

Fees \$ 6.00
By Allen L. Schulten
Deputy

Return to Mrs. Montana Little Co.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also, all of the estate, right, title, interest properly, possession, claim and demand whatsoever, as well in law as in equity, of the part...Y... of the first part of, in and to the said premises, and every part and parcel thereof with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, with the appurtenances, unto the said part.Y... of the second part, ...h.s..... heirs and assigns, to their own proper use, benefit and behoof, forever. And the said part.Y... of the first part, for and her..... heirs, executors and administrators, do hereby covenant, promise and agree to and with the said part.Y... of the second part, ...h.s..... heirs and assigns, that the said part.Y... of the first part, at the time of the sealing and delivery of these presents lawfully seized in of a good, absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the said premises, with the appurtenances, and ha..s..... good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner aforesaid. And that the said part.Y... of the second part ...h.s..... heirs and assigns shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party..... of the first part, her..... heirs as assigns or of any other person or persons lawfully claiming or to claim the same; and that the same now are free, clear, discharged and unincumbered, of and from all former and other grants, trusts, uses, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind whatsoever.

IN WITNESS WHEREOF, the said part.Y... of the first part ha..s... hereunto set ..her... hand..... and seal..... the day and year first above written.

INDEXED	Signed	Sealed and Delivered in the presence of	<u>Ellen Roe</u>	(SEAL)
RECORDED	<input checked="" type="checkbox"/>			(SEAL)
COMPALED				(SEAL)
AGD				(SEAL)

STATE OF MONTANA,
County of .. Sweet Grass.....

On this .. 22nd .. day of .. March..... nineteen hundred and .. seventy-six .. before me, .. E.O. Overland..... a Notary Public for the State of Montana, personally appeared .. Ellen Roe, of Big Timber, .. Montana.....

known to me
(XXXXXX XXXXX XXXXX XXXXX)
to be the person..... whose name .. is... subscribed to the within instrument, and acknowledged to me that ...s. he..... executed the same.

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

E.O. Overland
Notary Public for the State of Montana
My Commission expires .. NOV .. 1977



WARRANTY DEED

313 57-989

57D-989

THIS INDENTURE, made the 27th day of October, 1977, between
KENNETH G. BOE, a single man, of Big Timber, Montana, Grantor, and
NANCY L. BEAUREGARD, a married woman, of West Bloomfield, Michigan,
Grantee;

WITNESSETH: That the Grantor, for and in consideration of Ten and no/100th Dollars (\$10.00), and other good and valuable consideration, to him in hand paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, warrant and confirm unto the Grantee, and to her heirs and assigns forever, those certain lands and premises, situated in the County of Sweet Grass, State of Montana, to-wit:

A tract of land located in the W $\frac{1}{4}$ of Section 16, Township 1 North, Range 15 East, Principal Meridian, Sweet Grass County, Montana, more particularly described as follows:

Commencing at the West quarter corner of said Section 16, the true point of beginning; thence N 0°11' W a distance of 782.93 feet; thence S 58°58'40" E a distance of 971.98 feet; thence N 43°37' E a distance of 219.73 feet; thence S 64°39' E a distance of 648.51 feet; thence N 24°30' E a distance of 284.00 feet, more or less, to the low water line of the Yellowstone River; thence downstream along said low water line to a point; thence S 4°33'20" E a distance of 729.63 feet, more or less; thence S 80°43'30" W a distance of 437.70 feet; thence S 2°34' E a distance of 124.92 feet; thence S 89°49' W a distance of 1882.62 feet; thence N 0°11' W a distance of 912.42 feet to the true point of beginning. Said tract contains 65.003 acres, more or less, according to the Certificate of Survey filed October 4, 1977, as Document #98917.

TOGETHER WITH a perpetual easement for ingress to and egress from the above-described property across Grantor's remaining lands along a road right-of-way more particularly described as follows:

A strip of land 30 feet in width located in the W $\frac{1}{4}$ of Section 16 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 1 North, Range 15 East, Principal Meridian, Sweet Grass County, Montana, and being 15 feet wide on each side of the following described centerline:

Commencing at the Northwest corner of the above-described tract of land; thence S 58°58'40" E a distance of 17.5 feet to the true point of beginning; thence S 0°11' E a distance of 4701.5 feet to a point on the North right-of-way line of the county road, as said tract and access road are shown on that particular "Certificate of Survey" filed for record with the Clerk and Recorder of Sweet Grass County, Montana, on the 4th day of October, 1977, as Document No. 98917.

TOGETHER WITH:

(a) All and singular the hereinbefore described premises together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, of the Grantor, of, in or to the premises, and every part and parcel thereof, with the appurtenances thereto belonging;

(b) Ditch and ditch rights and sufficient water rights in the Pioneer Ditch Company (a stock company) to irrigate that portion of the above-described lands lying below the Pioneer Ditch, which right shall not be less than 20 miners inches of water.

SUBJECT TO:

(a) Real estate taxes or levies for all of the year 1978 and all subsequent years thereafter;

(b) All reservations and exceptions contained in record chain of title, and all easements now of record or apparent from a physical examination and inspection of the premises;

(c) Rights-of-way for roads and ditches now laid out and established;

(d) Mineral, quartz, oil and gas rights, reserved or excepted by Grantor's predecessors in title;

(e) Questions of boundary dependent upon actual survey for determination;

(f) Federal, State and local laws and regulations affecting this property;

(g) Roll-back tax lien, if any, caused by change of use of the above-described premises, which Grantee agrees to pay;

(h) The perpetual right in Grantor, his heirs, personal representatives, successors and assigns, to operate, maintain, and reconstruct a pump station on the banks of the Yellowstone River at the present location thereof, to have ingress to and egress from said pump station for the purposes herein set forth, and to convey waters of the Yellowstone River by underground pipeline over, across and upon the lands conveyed hereby to lands adjacent thereto, along the course of the ditch now used for such purpose as the same is now laid out. This easement shall run with the remaining lands now owned by Grantor and shall not be personal to Grantor;

(i) The right in Grantor, his heirs, personal representatives, successors and assigns, to graze livestock upon the property herein conveyed until such time as Grantee erects a legal division fence between the property herein conveyed and Grantor's remaining property.

And the Grantor, and his heirs, does hereby covenant that he will forever warrant and defend all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the Grantee, her heirs and assigns, against the acts and deeds of the Grantor, and all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

Kenneth G. Boe
Kenneth G. Boe

STATE OF MONTANA)
) ss.
County of Sweet Grass)

On this 27th day of October, 1977, before me, the undersigned, a Notary Public for the State of Montana, personally appeared KENNETH G. BOE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

57 5991

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



John M. Schulten
Notary Public for the State of Montana
Residing at Big Timber, Montana
My Commission expires Aug 1st 1980

98948

OF MONTANA } ss.
OF SWEET GRASS }
and this 27th day of October A.D. 1977
at 1:35 o'clock P.M. Record, I the Public 57 of
Douglas County of the State of Montana
do hereby certify
that the within and foregoing
County Clerk
1977 6⁰² by Arthur L. Schulten
Deputy
Return to John Kestley
Box 813
Big Timber Mt.

RECORDED	<u>h</u>
INDEXED	<u>h</u>
FILED	<u>h</u>

ROAD EASEMENT AGREEMENT

52A 58 PAGE 351

THIS AGREEMENT, made this 16 day of AUGUST, 1977, by and between KENNETH G. BOE, a single man, of Big Timber, Montana, hereinafter called "First Party", and

FIRST BIG TIMBER CORPORATION, a Montana corporation, with principal office in Big Timber, Montana, hereinafter called "Second Party", and MALLARD SPRINGS OWNERS' ASSOCIATION, a Montana non-profit corporation, with principal office in Big Timber, Montana, hereinafter called "Third Party":

WITNESSETH:

WHEREAS, the respective parties own lands in the N $\frac{1}{2}$ of Section 21, Township 1 North, Range 15 East, M.P.M., Sweet Grass County, Montana, and

WHEREAS, for years the Parties and their predecessors in interest have gained access to the lands described above by roads along the east-west centerline of said N $\frac{1}{2}$ of Section 21, and

WHEREAS, John O. Boe also has access along a right-of-way described in that certain deed which appears of record in Book 51 of Deeds at page 550, records of Sweet Grass County, and

WHEREAS, it is the desire and intention of the parties to consolidate such accesses for the mutual use of the parties, John O. Boe and their respective successors, personal representatives, heirs, devisees and assigns,

NOW, THEREFORE, it is mutually agreed by and between the parties, as follows:

1. The parties hereby mutually grant and convey to the other parties, their respective successors, personal representatives, heirs, devisees and assigns, a perpetual easement and right-of-way for ingress and egress to lands owned by the parties in the N $\frac{1}{2}$ of Section 21, Township 1 North, Range 15 East, M.P.M., Sweet Grass County, Montana, over, across and upon that certain piece and parcel of land described as follows:

A tract of land situated in that portion of the NE $\frac{1}{4}$ of Section 20 and the N $\frac{1}{2}$ of Section 21, T1N, R15E, P.M.M., Sweetgrass County, Montana, more particularly described as follows:
A strip of land, 60.00 feet in width, lying 30.00

feet on each side of the following described centerline:
Commencing at the southwest corner of the N $\frac{1}{2}$ N $\frac{1}{2}$ of said Section 21; thence S 89°29'51" West a distance of 110.00 feet to the point of beginning; thence N 89°29'51" East along the south line of the N $\frac{1}{2}$ N $\frac{1}{2}$ of said Section 21 a distance of 4620.00 feet, said tract of land containing 6.364 acres, more or less.

2. The parties also agree that John O. Boe and his heirs, devisees, personal representatives and assigns, shall have the perpetual right to use the easement and right-of-way above-described for purposes of ingress and egress to that parcel of land, comprising 1.37 acres, excepted and described in that certain deed which appears of record in Book 51 of Deeds at page 550, records of Sweet Grass County, Montana.

3. The right-of-way and easement above-described shall not be personal to the parties, but shall run with the land and inure to the benefit of the owners of the N $\frac{1}{2}$ of Section 21, Township 1 North, Range 15 East, M.P.M., without restriction as to use.

4. As additional consideration for the foregoing, Second Party agrees to transfer to First Party two (2) shares of the corporate stock owned by Second Party in the Pioneer Ditch Company, a Montana corporation. First Party agrees that the water rights represented by the shares of stock transferred to First Party pursuant hereto shall be of lower priority than the water rights represented by the shares retained by Second Party. In addition, Second Party grants to First Party the right to convey waters represented by said shares of stock through that portion of the "Pioneer Ditch" now located on lands owned by Second Party, described as "Tract 2" on Certificate of Survey No. 97112. In consideration thereof, First Party agrees to construct and maintain a good and sufficient headgate at the point where he intends to divert said waters from said ditch, agrees to construct and maintain a good and sufficient measuring device in his diversion ditch as close to said headgate as practicable, and, on demand by the owner of "Tract 2", Certificate of Survey No. 97112, to construct and maintain a good and sufficient culvert under the road above-described at the point where his diversion ditch crosses said road.

5. This agreement shall inure to the benefit of and be binding upon the respective parties hereto, their heirs, personal representatives, devisees, successors and assigns, and shall run with the land

owned by the respective parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

"FIRST PARTY"

Kenneth G. Boe
Kenneth G. Boe

"SECOND PARTY"

FIRST BIG TIMBER CORPORATION

By Arne M. Petaja
Its President

(CORPORATE SEAL)
ATTEST:
Richard W. Josephson
Its Secretary

"THIRD PARTY"

MALLARD SPRINGS OWNERS' ASSOCIATION

By Arne M. Petaja
Its President

(CORPORATE SEAL)
ATTEST:
Richard W. Josephson
Its Secretary

STATE OF MONTANA)
: ss.
County of Sweet Grass)

On this 25th day of August, 1977, before me, the undersigned, a Notary Public for the State of Montana, personally appeared KENNETH G. BOE, a single man, 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 Notarial Seal the day and year first above written.

Sharon E. Gray Seal
Notary Public for the State of Montana
Residing at Big Timber, Montana
My Commission expires Sept. 24, 1979

STATE OF MONTANA)
: ss.
County of Sweet Grass)

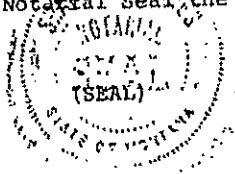
On this 18 day of August, 1977, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ARNE M. PETAJA and RICHARD W. JOSEPHSON, known to me to be the President and Secretary, respectively, of FIRST BIG TIMBER CORPORATION, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Sharon E. Gray Seal
Notary Public for the State of Montana
Residing at Big Timber, Montana
My Commission expires Sept. 24, 1979

5400 58 354

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



Notary Public for the State of Montana
Residing at Big Timber, Montana
My Commission expires Sept. 24, 1979

99721

County, State of Montana,

Agnes M. Williams
County Clerk

Fees \$ 100 By _____

Return to Mr. J. H. Rogers & Co.

RECORDED 2
INDEXED 2
COMPARED _____

STATE OF MONTANA.

59 PAGE 548

County of.....
 Filed for record this.....day of.....19.....at.....o'clock.....M. and
 Recorded in Book.....of Deeds on Page.....of the Records of County of.....
 State of Montana.....Clerk and Recorder By.....

NO. 2 - WARRANTY DEED - SHORT FORM - PHOTO

STATE OF MONTANA - SHELTER, MONT.

This Indenture, Made the.....18th.....day of.....March.....
 A. D. one thousand nine hundred and.....eighty.....
 BETWEEN.....
 ALBERT OSEN and BARBARA JEAN OSEN, his wife,.....of
 Big Timber, Montana.....parties of the FIRST PART
 and.....
 KENNETH HAROLD OSEN.....

of.....Big Timber, Montana.....the part.....of the SECOND PART;

WITNESSETH, that the said parties of the FIRST PART, for and in consideration of the
 sum of.....Ten and other valuable consideration.....Dollars (\$10. & ovc)
 lawful money of the United States of America to.....them.....in hand paid by said party.....of the
 SECOND PART, the receipt whereof is hereby acknowledged; do.....by these presents grant,
 bargain, sell, convey, warrant and confirm unto the said party.....of the SECOND PART, and to
 his.....heirs and assigns forever, the hereinafter described real estate situated in the city or town of

Montana, to-wit:.....County of.....Sweet Grass.....and State of
 Montana, to-wit:.....A tract of land located in Lot 6 of Section 16, Town-
 ship 1 North, Range 15 East, Principal Meridian, Sweet Grass County
 Montana, more particularly described as follows: Commencing at the
 Southwest corner of said Section 16; thence N 12°42' E a distance
 of 3076.86 feet to the true point of beginning; thence N 30°37' E
 LEGAL DESCRIPTION CONTINUED ON REVERSE SIDE

TO-WIT: with all and singular the hereinbefore described premises together with all tenements, hereditaments,
 appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, re-
 mainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of
 dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said
 parties of the FIRST PART, of in or to the said premises, and every part and parcel thereof, with the appur-
 tenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above mentioned and described prem-
 ises unto the said party.....of the SECOND PART, and to.....his.....heirs and assigns forever.
 And the said parties of the FIRST PART, and.....their.....heirs, do hereby covenant that
 they will forever WARRANT and DEFEND all right, title and interest in and to the said premises and the quiet
 and peaceable possession thereof, unto the said party.....of the SECOND PART his.....heirs and assigns, against
 all acts and deeds of the said parties of the FIRST PART, and all and every person and persons whomso-
 ever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said parties of the FIRST PART have.....here-
 unto set.....their.....hand.....s.....and seal.....s.....the day and year first hereinbefore written.

Signed, Sealed and Delivered in
 the presence of

Albert Osen (SEAL)
Barbara Jean Osen (SEAL)
 (SEAL)
 (SEAL)

STATE OF MONTANA,

County of.....Sweet Grass.....

On this.....9th.....day of.....March.....in the year nineteen hundred and
 eighty.....before me.....Otis J. Paulson....., a Notary Public
 for the State of Montana, personally appeared.....

ALBERT OSEN and BARBARA JEAN OSEN, his wife,

known to me.....

(See attached to record book)
 to be the person.....whose name.....are subscribed to the within instrument and acknowledged to me
 that.....of the.....y.....executed the same.

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

Notary Public for the State of Montana,

Residing at

Big Timber, MT

My Commission expires.....May 12.....19 80

103939

WARRANTY DEED

(S.F.)

ALBERT OSEN et ux

TO

KENNETH HAROLD OSEN

Dated March 18, 1980

STATE OF MONTANA.

County of Sweet Grass

Filed for Record this 21st day of

March, A. D. 1980

at 8:20 o'clock P. M., and

Recorded in Book 59 of Deeds

on Page 578 of the Records of

County of Sweet Grass

State of Montana

County Clerk and Recorder.

By Hazel D. Fallang Deputy.

Fee \$ 4.00

Return to Albert & Betty

Big Horn, Mt. 5904

CONTINUATION OF LEGAL DESCRIPTION

a distance of 213.05 feet; thence S 56°58' E a distance of 250.80 feet; thence S 48°58' W a distance of 215.50 feet; thence N 58°45' W a distance of 183.00 feet to the true point of beginning. Said tract contains 1.044 acres.

TOGETHER WITH an easement for a roadway 30 feet in width located in Lot 6 of Section 16, Township 1 North, Range 15 East, Principal Meridian, Sweet Grass County, Montana, and being 15 feet wide on each side of the following described centerline:

Commencing at the Southwest corner of the Albert Ose. tract; thence S 58°45' E a distance of 17.50 feet to the true point of beginning; thence N 60°41'30" E a distance of 17.22 feet; thence S 58°45' E a distance of 755.97 feet to the West side of the 1.044 acre tract.

ALL IN ACCORDANCE with the Certificate of Survey filed in the office of the County Clerk and Recorder of Sweet Grass County, Montana, as Document No. 103938

RIGHT-OF-WAY EASEMENT

BOOK 66 PAGE 163

Location Number _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned _____

DAVID M. LAUBACH

for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Park Electric Cooperative, Inc., a corporation, whose post office address is Livingston, Montana, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Sweet Grass, State of Montana, and more particularly described as follows:

A twenty (20) foot corridor through a portion of Section 21, T.1N.,

R.15E., M.P.M., Sweet Grass County, 1 LAND.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways crossing said lands an underground electric distribution line or system.

The undersigned agrees that all facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____.

David M. Laubach (L.S.) _____ (L.S.)

(L.S.) _____ (L.S.)

STATE OF MONTANA
COUNTY OF PARK

On this _____ day of _____, 19____, before me, a Notary Public in and for said County of _____, State of _____, personally appeared _____ known to me (or proved to me on oath of _____ to be the person (s) whose name (s) _____ 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 in this certificate first above written.



NOTARY PUBLIC FOR THE STATE OF
Residing at _____
My commission expires _____

NOTARY PUBLIC FOR THE STATE OF
Residing at _____
My Commission Expires _____

STATE OF MONTANA
COUNTY OF PARK
Subscribed by _____
Witness _____
Notary _____
Date _____

Location Number _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned _____

KENNETH D. LAUBACH & DONNA L. LAUBACH

for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Foot Electric Cooperative, Inc., a corporation, whose post office address is Livingston, Montana, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Sweet Grass, State of Montana, and more particularly described as follows:

A twenty (20) foot corridor through a portion of Lot #1, NW 1/4 NE 1/4

of Section 21, T.1N., R.15E., N.P.M. Sweet Grass County, Montana.

and to place, construct, operate, repair, maintain, relocate and replace thereof and in or upon all streams, roads or highways within said lands or underground facilities distribution lines or systems.

The undersigned agree that all facilities, including any poles erected or other equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenant that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____.

Kenneth D. Laubach (S) _____ (S) _____
Donna L. Laubach (S) _____ (S) _____

STATE OF MONTANA
 COUNTY OF PARK

On this _____ day of _____, 19____, before me, a Notary Public in and for said County of _____, State of _____, personally appeared _____ known to me (or proved to me on oath of _____ to be the person (s) whose name (s) _____ subscribed to the within instrument, and acknowledged to me that he executed the same.

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



My commission expires _____
 My commission expires _____

STATE OF MONTANA
 COUNTY OF SWEET GRASS
 Notary Public
 My commission expires _____

Witness my hand and official seal this _____ day of _____, 19____.

W/O 201084
Park Electric Cooperative, Inc.
PO Box 1119
Livingston, MT 59047
406-222-3100

RIGHT-OF-WAY EASEMENT

Location # _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

NEW CENTURY CONSTRUCTION CO., INC.

for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Park Electric Cooperative, Inc., a corporation, whose post office address is Livingston, Montana, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of SWEET GRASS, State of Montana, and more particularly described as follows: A Twenty (20) foot corridor through a portion of Lots 6, 7, 8, 9, SW 1/4, SW 1/4 Sec 16, T. 1N., R. 15E., MPM, Sweet Grass County, Montana, and Lot 1, N 1/4 NW 1/4, NW 1/4 NE 1/4, of Section No. 21, T. 1N., R. 15E., MPM, Sweet Grass County, Montana.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways butting said lands an underground electric distribution line or system.

The undersigned agree that all facilities, including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

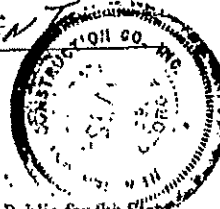
It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

20 22 IN WITNESS WHEREOF, the undersigned has set his hand and seal this 23rd day of April

John D. Thompson, President (L.S.)
New Century Construction Co., Inc.

By: John D. Thompson (L.S.) ITS: PRESIDENT

Printed Name: John D. Thompson

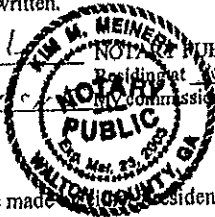


STATE OF Montana
COUNTY OF Sweet Grass

On this 23rd day of April, in the year 2002, before me, a Notary Public for the State of Montana, personally appeared John D. Thompson known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

Kim M. Meiner NOTARY PUBLIC FOR THE STATE OF Montana
Residing at 1000 N. 1st St. Livingston, MT 59047
My commission expires 3/31/2003
PRINTED NAME



Note: Acknowledgment should be made by President or Secretary.

135019 Fee: \$ 8.00 1 Pages Book 79 DEED Page 0879
SWEETGRASS COUNTY Recorded 05/13/2002 At 05:02 PM
Sherry Bjorndal, CLK & Recl By John D. Thompson
Return to: PARK ELECTRIC BOX 1119
LIVINGSTON, MT 59047