



**FIRST  
MONTANA  
TITLE**

## PROPERTY PROFILE

2907 Clarks Point Drive

Amber Uhren

Realty Billings

406.670.1942

[amber@realtybillings.com](mailto:amber@realtybillings.com)

PROPERTY PROFILE PREPARED FOR YOU BY:

JIMI LOHRENZ

JIMI@FIRSTMONTANATITLE.COM

406.445.4026

This information is furnished without charge, liability, or obligation by First Montana Title Company of Billings in conformance with the rules established by Montana Insurance Commissioner.

DATE: August 2, 2024

PROPERTY PROFILE

RECORD OWNER: Renee Parra

ADDRESS: 2907 Clarks Point Drive

TRUST INDENTURES/MORTGAGES/CONTRACTS:

A Deed of Trust to secure an indebtedness of \$225,000.00, and any other amounts payable under the terms thereof; Recorded May 1, 2024, under Document No. 4072975, of Official Records.

Dated: April 26, 2024

Grantor: Renee Parra and Paul Parra, wife and husband

Trustee: Old Republic National Title Insurance Company

Lender: Rocket Mortgage, LLC

Beneficiary: Mortgage Electronic Registration Systems, Inc.

TAX INFORMATION: Tax Code No. C15835 See Attached.

RECORDED CCR's: See Attached

LEGAL DESCRIPTION:

Lot 17, of Clark's Fork River Ranch Subdivision, 2nd Filing, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3421834.



# Yellowstone County, Montana Property Tax Detail For C15835



**TaxCode: C15835**

**Owner Listed On Last Tax Statement**

**Last Updated: July 22, 2024**

Primary Owner: PARRA, RENEE

**Owner as of July 22, 2024**

Primary Owner Name: PARRA, RENEE

**2024 Mailing Address**

Mailing Address: PARRA, RENEE  
2907 CLARKS POINT DR  
LAUREL, MT 59044-8518

**Property Information**

Property Address: 2907 CLARKS POINT DR  
Township: 02 S Range: 24 E Section: 23  
Subdivision: CLARKS FORK RVR RANCH 2ND (08) Block: Lot: 17  
Full Legal: CLARKS FORK RVR RANCH 2ND (08), S23, T02 S, R24 E, Lot 17,  
3.962 AC (08)  
GeoCode: 03-0821-23-4-04-03-0000

Levy District: O7L - LAUREL OUTSIDE W/PLANNING (469.25 Mills)

**2023 Assessed Value Summary**

Assessed Land Value =	\$227,909.00
Assessed Building(s) Value =	\$622,691.00
Personal Property Value =	\$0.00
Total Assessed Value =	\$850,600.00

**Assessed Value Detail Tax Year: 2023**

Description	Tax Rate	Amount
Tract Land	1.35%	\$227,909.00
Improvements on Rural Land	1.35%	\$622,691.00
		Total: \$850,600.00

**SID Payoff Information**

**Rural SID**

**NONE**

**Property Tax Billing History**

<b>Year</b>	<b>1st Half</b>	<b>2nd Half</b>	<b>Total</b>
<a href="#">2023</a>	2,941.99 P	2,941.98 P	5,883.97
<a href="#">2023</a>	0.00	198.66 P	198.66
<a href="#">2022</a>	2,378.77 P	2,378.74 P	4,757.51
<a href="#">2021</a>	723.69 P	723.67 P	1,447.36
<a href="#">2020</a>	677.17 P	677.15 P	1,354.32
<a href="#">2019</a>	656.35 P	656.33 P	1,312.68
<a href="#">2018</a>	768.30 P	768.28 P	1,536.58
<a href="#">2017</a>	710.82 P	710.80 P	1,421.62
<a href="#">2016</a>	662.80 P	662.79 P	1,325.59
<a href="#">2015</a>	654.57 P	654.56 P	1,309.13
<a href="#">2014</a>	512.65 P	512.64 P	1,025.29
<a href="#">2013</a>	503.18 P	503.17 P	1,006.35
<a href="#">2012</a>	487.89 P	487.88 P	975.77
<a href="#">2011</a>	449.09 P	449.08 P	898.17
<a href="#">2010</a>	165.99 P	165.99 P	331.98
<a href="#">2009</a>	165.47 P	165.46 P	330.93
<a href="#">2008</a>	165.17 P	165.15 P	330.32

(P) indicates paid taxes.

**Jurisdictional Information**

**Commissioner:**

[District - 1](#)  
[John Ostlund \(R\)](#)  
 PO Box 35000  
 Billings, MT 59107  
 406-256-2701 - Work

**Senate:**

[District - 27](#)  
[Dennis Lenz \(R\)](#)  
 PO BOX 20752  
 Billings,  
 MT 59104  
 (406) 671-7052 -  
 Home

**House:** [District - 54](#)

[Terry Moore \(R\)](#)  
 5414 Green Teal  
 Dr.  
 Billings,  
 MT 59106  
 406-671-5393 -  
 Work

**Ward:** Outside City Limits

**Precinct:** [57](#)

**High School:** Laurel

**Middle School:** Laurel

**Elementary School:** Laurel

Trustee: [School District](#)  
[Trustee Links](#)

**Clerk & Recorder Documents For Tax Code:**

<b>Recording #</b>	<b>Document type</b>	<b>Recorded Date</b>	<b>Document Date</b>	<b>Book Page</b>
4013866	Termination of Joint Tenancy by Death	4/12/2022	2/25/2022	
3957223	Warranty Deed	1/26/2021	1/25/2021	
3774764	Warranty Deed	4/21/2016	4/21/2016	
3690154	Warranty Deed	11/14/2013	11/14/2013	
3690154	Warranty Deed	11/14/2013	11/8/2013	
3497273	Warranty Deed	3/2/2009		
3497274	Quit Claim Deed	3/2/2009		
3497275	Warranty Deed	3/2/2009		
			5/8/2007	SP34 21834

**Orion Detail**

**Owner Information**

**Primary Owner:** PARRA, RENEE

**Tax Code:** C15835

**GeoCode:** 03-0821-23-4-04-03-0000

**Property Address:** 2907 CLARKS POINT DR LAUREL 59044

**Legal Description:** CLARKS FORK RVR RANCH 2ND (08), S23, T02 S, R24 E, Lot 17, 3.962 AC (08)

**Property Type:** IMP\_R - Improved Property - Rural

**Site Information - [View Codes](#)**

**Levy District:** 03-2970-O7L      **Location:**

**Neighborhood Code:** 203.004.1U      **Fronting:**

**Parking type:**      **Parking Prox:**

**Utilities:**      **Access:**

**Lot Size:** 3.962 Acres      **Topography:**

**Residential Building**

**Type:** SFR

**Index:** 0.93

**Year Built:** 2021 **ECF:** 0.65  
**Year Remodeled:** **Degree Remodeled:**  
**Effective Year:** **Utility:** Very Good (9)  
**Style:** 02 - Split Level **Exterior:** 1 - Frame - 3 - Masonite  
**Story Height:** 1.0 **Condition:** Excellent (10)  
**Roof Type:** 3 - Gable **Roof Material:** 10 - Asphalt Shingle  
**Foundation:** 2 - Concrete **Basement:** 3 - Full  
**Central/AC:** 3 - Gas **Grade-Factor:** 7-1.57  
**Percent Complete:** 100% **CDU:**

**Bedrooms:** 6 **Full Baths:** 3  
**Family Rooms:** **Half Baths:** 1 **Addl Fixtr:** 5  
**1st Floor:** 2345 **2nd Floor:** 0  
**Additional Area:** 0 **Bsmt Fnsh:** 1337  
**Basement:** 1485 **Heated Flr:**  
**Half Floor:** 0 **Daylight Basement:** Y  
**Attic:** 0 **Built-in Garage:**  
**Attic Type:** 0 - None **Masonry F/P:**  
**Total:\*** 3830 **F/P Stacks:**  
**Pre Fab F/P:**

\* includes finished,unfinished & attic footprint area(s).

**Residential Building Additions**

Addition Code	Area(Sq Ft)
43 - Deck, Wood Polymer	240
19 - Garage, Frame, Finished	1249
11 - Porch, Frame, Open	315

**Other Building and Yard Improvements**

Code - Type	Quantity	Area/Unit	Classcode
RPA2 - Concrete	1		3301
RPA1 - Asphalt	1	3360	3301
RRG1 - Garage, frame, detached, finished	1		3301

**GENERAL TAX DETAIL**

Levy Description	1st Half	2nd Half	Total
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**COUNTY**

BRIDGE	\$19.98	\$19.98	\$39.96
EXTENSION SERVICE	\$4.08	\$4.08	\$8.16
GENERAL FUND	\$189.87	\$189.87	\$379.74
LAUREL COUNTY PLANNING	\$10.79	\$10.79	\$21.58
LIABILITY & PROPERTY INSURANCE	\$12.06	\$12.06	\$24.12
LIBRARY	\$33.47	\$33.47	\$66.94
MENTAL HEALTH	\$5.17	\$5.17	\$10.34
METRA (CIVIC CENTER)&COUNTY FAIR	\$46.16	\$46.16	\$92.32
MUSEUM	\$10.16	\$10.16	\$20.32
PERMISSIVE MEDICAL LEVY	\$54.20	\$54.20	\$108.40
PUBLIC HEALTH	\$38.07	\$38.07	\$76.14
PUBLIC SAFETY - MENTAL HEALTH	\$17.11	\$17.11	\$34.22
PUBLIC SAFETY - SHERIFF	\$150.31	\$150.31	\$300.62
PUBLIC SAFETY- COUNTY ATTORNEY	\$64.02	\$64.02	\$128.04
ROAD	\$215.82	\$215.82	\$431.64
SENIOR CITIZENS-ELDERLY ACTIVITIES	\$21.88	\$21.88	\$43.76
WEED CONTROL	\$4.48	\$4.48	\$8.96
<b>COUNTY TOTALS:</b>	<b>\$897.63</b>	<b>\$897.63</b>	<b>\$1,795.26</b>

**OTHER**

BIG SKY ECONOMIC DEVELOPMENT AUTHORITY	\$17.28	\$17.28	\$34.56
<b>OTHER TOTALS:</b>	<b>\$17.28</b>	<b>\$17.28</b>	<b>\$34.56</b>

**SCHOOL**

ELEM & HIGH SCH TRANSPORTATION	\$14.07	\$14.07	\$28.14
ELEMENTARY RETIREMENT	\$131.94	\$131.94	\$263.88
HIGH SCHOOL RETIREMENT	\$75.21	\$75.21	\$150.42
SD #7 (LAUREL) - ELEM BUILDING RESERVE	\$49.43	\$49.43	\$98.86
SD #7 (LAUREL) - ELEM BUS RESERVE	\$15.21	\$15.21	\$30.42
SD #7 (LAUREL) - ELEM DEBT SERV	\$70.68	\$70.68	\$141.36
SD #7 (LAUREL) - ELEM GENERAL	\$284.38	\$284.38	\$568.76
<b>SD #7 (LAUREL) - ELEM NEW BOND*</b>	<b>\$299.94</b>	<b>\$299.94</b>	<b>\$599.88</b>
SD #7 (LAUREL) - ELEM TECHNOLOGY	\$3.73	\$3.73	\$7.46
SD #7 (LAUREL) - ELEM TRANSPORTATION	\$37.43	\$37.43	\$74.86



SD #7 (LAUREL) - ELEM TUITION	\$17.40	\$17.40	\$34.80
SD #7 (LAUREL) - HS BUILDING RESERVE	\$24.52	\$24.52	\$49.04
SD #7 (LAUREL) - HS BUS RESERVE	\$7.64	\$7.64	\$15.28
SD #7 (LAUREL) - HS DEBT SERVICE	\$53.97	\$53.97	\$107.94
SD #7 (LAUREL) - HS GENERAL	\$162.43	\$162.43	\$324.86
SD #7 (LAUREL) - HS TECHNOLOGY	\$1.89	\$1.89	\$3.78
SD #7 (LAUREL) - HS TRANSPORTATION	\$18.77	\$18.77	\$37.54
SD #7 (LAUREL) - HS TUITION	\$21.47	\$21.47	\$42.94
<b>SCHOOL TOTALS:</b>	<b>\$1,290.11</b>	<b>\$1,290.11</b>	<b>\$2,580.22</b>

**STATE**

ACCREDITED HIGH SCHOOL	\$103.35	\$103.35	\$206.70
GENERAL SCHOOL	\$155.02	\$155.02	\$310.04
STATE EQUALIZATION AID	\$188.90	\$188.90	\$377.80
UNIVERSITY MILLAGE	\$34.45	\$34.45	\$68.90
VOCATIONAL-TECHNICAL SCHOOLS	\$7.46	\$7.46	\$14.92
<b>STATE TOTALS:</b>	<b>\$489.18</b>	<b>\$489.18</b>	<b>\$978.36</b>

<b>TOTAL GENERAL TAXES</b>	<b>\$2,694.20</b>	<b>\$2,694.20</b>	<b>\$5,388.40</b>
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\* = Voted Levy to impose a New Mill Levy

\*\* = Voted Levy Increase to a Levy Submitted to Electors

\*\*\* = Voted Levy to Exceed Levy Limit (MCA 15-10-420)

**SPECIAL ASSESSMENTS**

Description	1st Half	2nd Half	Total
ELEM GENERAL ADD'L MILLS	\$0.00	\$68.90	\$68.90
HS GENERAL ADD'L MILLS	\$0.00	\$45.93	\$45.93
LFD7 LAUREL FIRE DISTRICT #7	\$90.66	\$90.66	\$181.32
RSID 709M: ROAD MAINT	\$155.00	\$155.00	\$310.00
SOIL SOIL CONSERVATION	\$2.13	\$2.12	\$4.25
STATE EQUAL ADD'L MILLS	\$0.00	\$81.53	\$81.53
VO-TECH EQUAL ADD'L MILLS	\$0.00	\$2.30	\$2.30
<b>TOTAL SPECIAL ASSESSMENTS</b>	<b>\$247.79</b>	<b>\$446.44</b>	<b>\$694.23</b>

General Taxes	District	Mill Levy	1st Half	2nd Half
LAUREL OUTSIDE W/PLANNING	O7L	469.25	2,694.20	2,694.20

<b>TOTAL TAXES DUE CURRENT YEAR:</b> <b>\$6,082.63</b>
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This property may qualify for a Property Tax Assistance Program. This may include: Intangible Land Value Assistance, Property Tax Assistance, Disabled or Deceased Veteran's Residential Exemption, and/or Elderly Homeowner's Tax Credit. Contact the Department of Revenue at (406)896-4000 for further information.

This Information is current as of 8/2/2024 10:24:56 AM

Plat Of

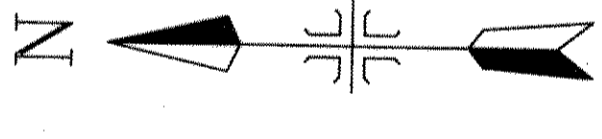
# CLARK'S FORK RIVER RANCH SUBDIVISION, 2nd Filing

Situated In Gov't. Lot 11, Sec. 23 & NW1/4NE1/4 of Section 26, T.2S., R.24E., P.M.M.  
Yellowstone County, Montana

For: Clint Reynolds  
January, 2007

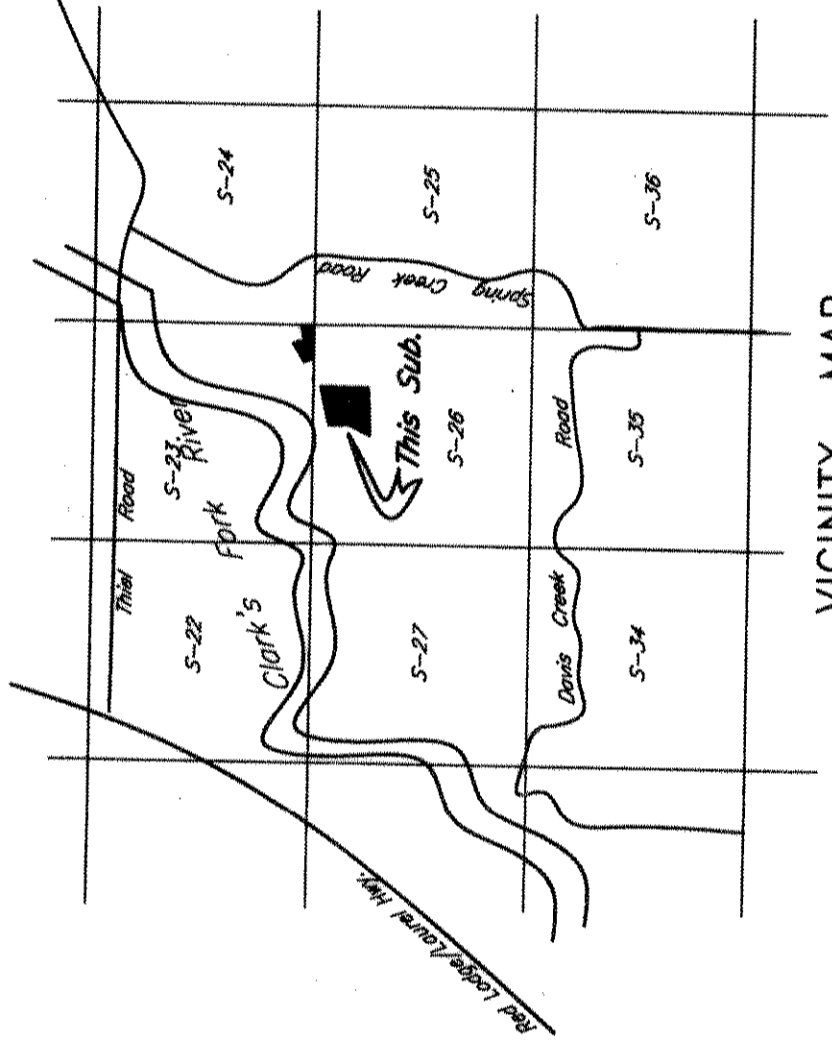
Prepared By: Zuck-Soelster Surveying

MONUMENT LEGEND	
	Indicates 5/8-in. Rebar w/ Plastic Cap MK'd. "Z-S Survey 9959 LS" Set This Survey
	Indicates 5/8-in. Rebar w/ Plastic Cap MK'd. "Z-S Survey 9959 LS"
	Indicates 5/8-in. Rebar w/ Plastic Cap MK'd. "Z-S Survey 9959 LS" (E. Road R/W)

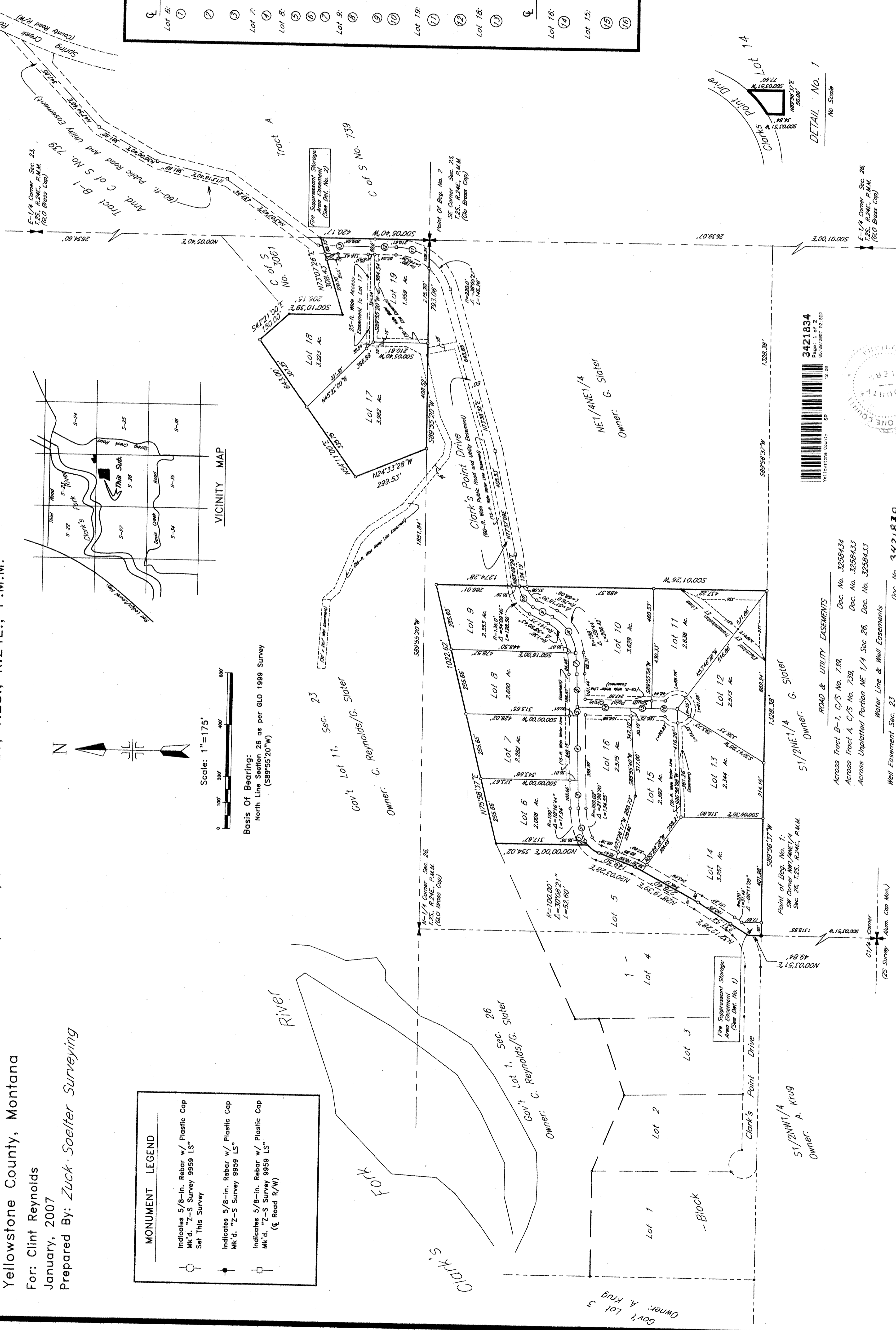


Scale: 1"=175'

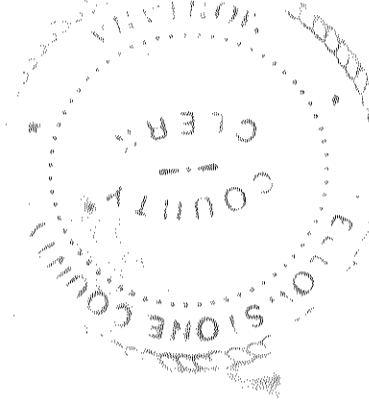
Basis Of Bearing:  
North Line Section 26 as per GLO 1999 Survey  
(S89°55'20"W)



LEGEND	
Clark's Point Drive	Lot 6: ① R=100' L=17.94' Δ=10°16'44"
	② R=359.0' L=134.55' Δ=21°28'20"
	③ N88°14'46"E L=102.75'
	Lot 7: ④ N88°14'46"E 248.15'
	Lot 8: ⑤ N88°14'46"E 38.72'
	⑥ N88°14'46"E 129.45'
	⑦ N85°39'30"E 82.31'
	Lot 9: ⑧ R=168.0' L=175.15' Δ=59°44'00"
	⑨ N25°55'30"E 80.95'
	⑩ R=106.0' L=94.92' Δ=51°18'30"
	Lot 19: ⑪ R=220.0' L=136.14' Δ=35°27'25"
	⑫ N00°05'40"E 83.11'
	Lot 18: ⑬ N00°05'40"E 200.50'
	Lot 15: ⑭ S00°40'50"W 206.80'
	⑮ S00°40'50"W 80.11'
	⑯ S00°40'50"W 98.74'
South Point Drive	



3421834  
Page 1 of 2  
3/10/2007 02:00  
Yellowstone County SP



ROAD & UTILITY EASEMENTS

Across Tract B-1, C/S No. 739, Dec. No. 3258434  
 Across Tract A, C/S No. 739, Dec. No. 3258433  
 Across Unplatted Portion NE 1/4 Sec 26, Dec. No. 3258433

Water Line & Well Easements

Well Easement Sec. 23 Doc. No. 3421838  
 Water Line Easement Sec. 23 & 26 Doc. No. 3421838

DETAIL No. 1  
No. Scale

DETAIL No. 2  
No. Scale

Plat Of  
CLARKS FORK RIVER RANCH SUBDIVISION, 2nd Filing  
Sited in Gov't. Lot 11, Sec. 23 & NW1/4NE1/4 of Section 26, T.2S., R.24E., P.M.M.  
Yellowstone County, Montana  
For: Clint Reynolds  
January, 2007  
Prepared By: Zuck-Soelter Surveying

YELLOWSTONE COUNTY TREASURER

I HEREBY CERTIFY that all real property taxes and special assessments have been paid per Montana Code Annotated 76-3-611-1b/76-3-207-(3)  
Date: April 13, 2007

Yellowstone County Treasurer  
Dennis D. Soelter  
Deputy

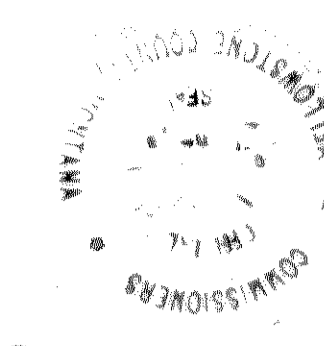
CERTIFICATE OF APPROVAL

WE HEREBY CERTIFY that we have examined the annexed Plat of CLARKS FORK RIVER RANCH SUBDIVISION, 2nd FILING and that said plat conforms with the requirements of the laws of the State of Montana; requirement for park land dedication is being met with a cash donation in the amount of \$4,016.46 as per Section 76-3-621 (1) M.C.A.

IN WITNESS WHEREOF, we have set our hands and affixed the Official Seal of Yellowstone County, Montana this 7 day of May, 2007

Commissioner  
Bill Reynolds  
Commissioner

Clerk & Recorder  
Tom Lane



COUNTY ATTORNEY'S OFFICE

This document has been reviewed by the County Attorney's Office and is acceptable as to form.

Date: April 18, 2007

Reviewed by: Mark A. Emelin

SANITARY RESTRICTIONS DOC. NO. 3421835

T. Reynolds REHS/RS 4/18/07  
Health Officer/Authorized Representative  
Yellowstone City-County Health Department

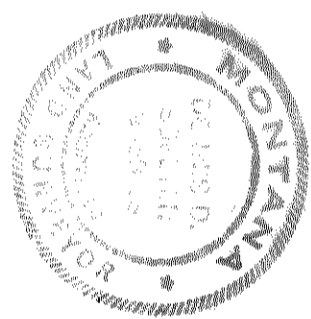
SUBDIVISION S.I.A. & WAIVER: 3421836  
SUBDIVISION COVENANTS: 3421837  
Doc. No. 3421838  
Date: Jan 29, 2009

CERTIFICATE OF SURVEY

STATE OF MONTANA) ss  
County of Yellowstone)

THIS IS TO CERTIFY that I, Dennis D. Soelter, Professional Land Surveyor, Montana Registration No. 99591S, being first duly sworn, depose and say that during the months of April thru May, 2006, I supervised the survey and plotting of a tract of land situated in Government Lot 11 Section 23 and the NW1/4 NE1/4 of Section 26, Township 2 South, Range 24 East, P.M.M., Yellowstone, Montana, into lots, blocks and roads at the request of the owners thereof, said plotting, description of boundaries, and dimensions being in accordance with the CERTIFICATE OF DEDICATION and as shown on the annexed plat; that the plat conforms to the work on the ground; that area of said tract is 37.892 Acres; and that said tract is to be known as "CLARKS FORK RIVER RANCH SUBDIVISION, 2nd FILING".

Dennis D. Soelter  
Dennis D. Soelter, Montana Registration No. 99591S



STATE OF MONTANA) ss  
County of Yellowstone)

On this 22<sup>nd</sup> day of March, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Dennis D. Soelter, known to me to be the person whose name is subscribed to the above CERTIFICATE OF SURVEY 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 herein first above written.

Joan K. Soelter  
Notary Public of the State of Montana  
Residing at Billings, Montana  
My commission Expires Jan. 28, 2009

Notary printed name  
Joan K. Soelter



NOTICE OF APPROVAL

STATE OF MONTANA) ss  
County of Yellowstone)

On this 7 day of April, 2007, the annexed PLAT OF CLARKS FORK RIVER RANCH SUBDIVISION, 2nd FILING has been approved by the Laurel-Yellowstone City-County Planning Board and it conforms to the requirements of that Board. We, therefore, recommend that it be accepted for filing by the Board of County Commissioners of Yellowstone County.

Director  
Mark A. Emelin

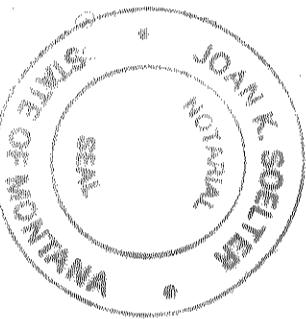
STATE OF MONTANA) ss  
County of Yellowstone)

On this 30<sup>th</sup> day of March, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Leslie Clinton Reynolds Jr., known to me to be the person whose name is subscribed to the above CERTIFICATE OF DEDICATION and acknowledged to me that he executed the same in his capacity as Trustee of THE LESLIE CLINTON REYNOLDS JR. TRUST.

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

Joan K. Soelter  
Notary printed name

Joan K. Soelter  
Notary Public of the State of Montana  
Residing at Billings, Montana  
My commission Expires Jan. 29, 2009



CERTIFICATE OF DEDICATION

STATE OF MONTANA) ss  
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That The Gene D. Slater and Corinna M. Slater Family Trust and The Leslie Clinton Reynolds Jr. Trust does hereby certify that they have caused to be surveyed, subdivided and plotted into lots, blocks and roads a parcel of land situated in Government Lot 11 of Section 23 and the Northwest One-quarter Northeast One-quarter (NW1/4NE1/4) of Section Twenty-six (S26), Township Two South (T2S), Range Twenty-four East (R24E), P.M.M., Yellowstone County, Montana, being more particularly described as follows, to wit:

Lots 6 thru 16.

BEGINNING at the southwest corner of the Northwest One-Quarter Northeast One-Quarter (NW1/4NE1/4) of Section Twenty-six (S26), Township Two South (T2S), Range Twenty-four East (R24E), P.M.M., Yellowstone County; thence from said POINT OF BEGINNING on and along the easterly boundary of the Clark Fork River Ranch Subdivision, record of Yellowstone County, Montana, Document No. 3258430 through the following six courses, North 00°03'51" East a distance of 49.84 feet; thence North 32°12'28" East a distance of 231.54 feet; thence North 28°19'39" East a distance of 278.40 feet; thence North 20°03'28" East a distance of 149.50 feet to the point of tangency of a curve to the right; thence on and along said curve to right, having a radius of 100.00 feet and a central angle of 38°08'21", for a distance of 52.60 feet; thence North 00°00'00" East a distance of 354.02 feet to the northeast corner of said Clark Fork River Ranch Subdivision; thence North 75°58'37" East a distance of 1,022.62 feet to the east line of said NW1/4NE1/4 of Section 26; thence South 00°01'28" West a distance of 1,274.28 feet to the southeast corner of said NW1/4NE1/4; thence South 89°58'37" West a distance of 1,328.38 feet to the POINT OF BEGINNING, said tract containing 28.848 Acres.

Lots 17, 18 and 19.

BEGINNING at the southeast corner of Section Twenty-three (S23), Township Two South (T2S), Range Twenty-four East (R24E), P.M.M., Yellowstone County, Montana; thence from said POINT OF BEGINNING South 88°55'20" West on and along the south line of said Section 23 a distance of 793.06 feet; thence North 24°33'28" West a distance of 299.53 feet; thence North 54°11'00" East a distance of 643.00 feet; thence South 42°21'00" East a distance of 150.00 feet to the northwest corner of Certificate of Survey No. 3061, record of Yellowstone County, Montana; thence South 00°10'39" East a distance of 206.15 feet to the southwest corner of said Certificate of Survey No. 3061; thence North 73°07'26" East a distance of 308.43 feet to the southeast corner of said Certificate of Survey No. 3061; said corner being on the east line of said Section 23; thence South 00°05'40" West a distance of 420.17 feet to the POINT OF BEGINNING, said tract containing 9.044 acres.

The aforesaid described tracts are to be known as, CLARKS FORK RIVER RANCH SUBDIVISION, 2nd FILING, park, land dedication is to be a cash donation in the amount of \$4,016.46 as per Section 76-3-621 (1), M.C.A., and there is no dedication of lands to the public.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana law and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across areas designated on the plat as "UTILITY EASEMENT" to have and hold forever.

RECORD OWNER:  
THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST

By: Gene D. Slater  
Gene D. Slater, Trustee

By: Corinna M. Slater  
Corinna M. Slater, Trustee

By: Leslie Clinton Reynolds Jr.  
Leslie Clinton Reynolds Jr., Trustee

CO-OWNER, CONTRACT FOR DEED PURCHASER:  
THE LESLIE CLINTON REYNOLDS JR. TRUST

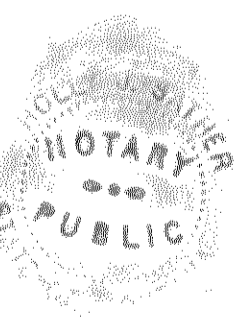
STATE OF MONTANA) ss  
County of Yellowstone)

On this 29<sup>th</sup> day of March, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Gene D. & Corinna M. Slater, husband and wife, known to me the persons whose names are subscribed to the above CERTIFICATE OF DEDICATION and acknowledged to me that they executed the same in their capacity as Trustees of THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST.

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

Holly S Soelter  
Notary printed name

Holly S Soelter  
Notary Public of the State of Montana  
Residing at Billings, Montana  
My commission Expires March 30, 2010



C



**SUBDIVISION IMPROVEMENTS AGREEMENT**

**CLARKS FORK RIVER RANCH SUBDIVISION, 2<sup>nd</sup> Filing**

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of May, 2007, by and between The Leslie Clint Reynolds Jr. Trust and The Gene D. Slater and Corinna M. Slater Family Trust, hereinafter referred to as "Subdivider", and COUNTY OF YELLOWSTONE, MONTANA, hereafter referred to as "County".

WITNESSETH:

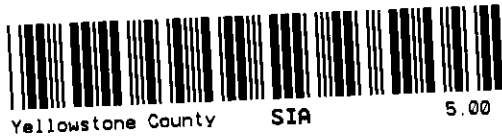
WHEREAS, the Preliminary Plat of Clarks Fork River Ranch Subdivision, 2<sup>nd</sup> Filing, located in Yellowstone County, Montana, was submitted to the Laurel-Yellowstone City-County Planning Department on the 14th day of October, 2005, which recommended, subject to certain conditions, its approval to the Board of County Commissioners of Yellowstone County.

WHEREAS, at a regular meeting held on the 10th day of January, 2006, said Board of Commissioners approved, subject to certain recommendations, a preliminary plat of Clarks Fork River Ranch Subdivision, 2<sup>nd</sup> Filing.

WHEREAS, a Subdivision Improvement Agreement is required between the County and Subdivider/Owner prior to the filing of the final plat.

NOW, THEREFORE, the parties to this Agreement, for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

- (1) a. No street improvements are proposed for Spring Creek Road at this time but are included in the Waiver.
- (2) Access to the subdivision will be via Clarks Point Drive, a public access road, located off Spring Creek Road. Clarks Point Drive was recently constructed to Yellowstone County Standards and no improvements are needed at this time. The maintenance of Clarks Point Drive will be accomplished with RSID



No. 709M, which was created for such purposes. The existing RSID will be revised to include this subdivision.

The future access road along the west boundary of Lot 14 is to allow access for future development and will not be constructed until required by such development, and shall be at the expense of said development.

The emergency vehicle pull-outs shall be constructed to Yellowstone County Road Standards and no buildings or planting of shrubbery, trees, etc. shall be allowed. These pull-outs are to remain vacant and clear of any obstructions and shall have adequate signage to insure of the public notification of this policy.

(3) Fire Protection:

- a. Fire protection shall be provided by the Laurel Volunteer Fire Department.
- b. Each lot shall have a 4x4 post with the approved address installed at the intersection of the driveway and Clarks Point Drive at the earliest stages of lot development.
- c. The subdivider, Leslie Clinton Reynolds Jr., has installed two underground water storage tanks for the use of fire resuppressants. Said tanks are of 14,000 and 18,000 gallons and were installed as per the Laurel Volunteer Fire Department's Standards and was inspected and approved by said Department.

The general maintenance and upkeep of this system shall be the responsibility of the Clarks Fork River Ranch Subdivision Property Owners Association.

Tanks are to be refilled by a private water hauler employed by the Clarks Fork River Ranch Association. Water used by the fire department outside the subdivision shall be replaced by the said fire department.

- (4) Public water and sanitary sewer are not available in the Subdivision at this time. Individual on site sewer systems shall be installed as approved by the State Department of Environmental Quality.

Water shall be supplied by individual wells located outside the subdivision boundaries (offsite). The wells and water service lines shall be installed as approved by the Montana Department of Environmental Quality.

The Subdivider, Leslie Clinton Reynolds Jr., shall construct the individual water service lines to each lot. The individual lot owners shall be responsible for the construction and installation of their individual well and pumping systems. Upon completion of construction, easements shall be created for these wells and service lines based upon their true as-built locations, said



easements shall be filed with the Yellowstone County Clerk and Recorder with-in 10-days of as-build survey of said wells and water lines. A copy of the easements shall be provided to the Laurel-Yellowstone City-County Planning Board.

- (5) Stormwater surface runoff will be handled by on-site absorption.
- (6) All noxious weeds on the latest Yellowstone County Noxious Weeds List will be controlled on all properties in the subdivision. A Noxious Weed Plan will be filed and updated annually for approval by the Yellowstone County Weed Board. It must contain the noxious weeds being addressed and the plan for control of those weeds. All cost of noxious weed control is the responsibility of the property owners of record.
- (7) The Owner of record shall provide for the restoration of sites within the public right of way disturbed during construction of driveways and culverts, as follows:

- A. Broadcast Seed
- B. Seed Type and Rate of Application
 

Smooth Bromegrass	8-lbs per Acre
Crested Wheatgrass	4-lbs per Acre
Winter Wheat	10-lbs per Acre

- C. Fertilizer
  - 100-lbs of 0-45-0 Phosphate per Acre

- D. Roller pack a minimum of three times after broadcasting seed to pack seed ¼-in. into soil.

- E. Seed November to March, or as authorized by Yellowstone County Weed District.

- F. Seed must be certified noxious weed seed free.

- (8) Subdivider notes that there are no regular police patrols in the area of the subdivision and emergency medical services have to come from either Laurel by ground ambulance or from Billings via air ambulance. Please note, due to the subdivisions rural location, the response time for emergency services are longer than it would be for a subdivision located closer to the community providing such services.



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- (9) Subdivider agrees to provide for any necessary adjustments or alterations to existing improvements which are necessary, but such adjustments or alterations are limited to those improvements required to make the improvements contemplated by this agreement, without cost to the County.
- (10) There is attached hereto a Waiver covering the right to protest creation of a Rural Special Improvements District (RSID), or Special Improvements District (SID), which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point.
- (11) In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, or to give any notice required herein, then the prevailing party, or the party giving notice, shall be entitled to reasonable attorney fees and costs.
- (12) The covenants, agreements and statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.
- (13) Any amendments or modifications of this Agreement, or any provision herein shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of this document.
- (14) The owners of the properties involved in this proposed subdivision by signature subscribed herein below agree, consent and shall be bound by the provisions of this Agreement.
- (15) Survey monuments will be installed in compliance with the State of Montana Administrative Rules.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.





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"SUBDIVIDERS"

Leslie Clinton Reynolds Jr.  
The Leslie Clinton Reynolds Jr., subdivider/developer  
By: Leslie Clinton Reynolds Jr. Trustee

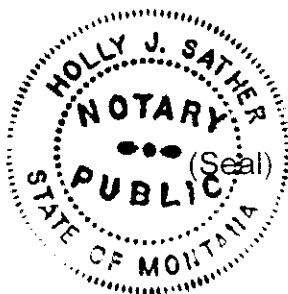
STATE OF MONTANA )ss:  
County of Yellowstone)

On this 29<sup>th</sup> day of March, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Leslie Clinton Reynolds Jr., known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same in his capacity as Trustee of THE LESLIE CLINTON REYNOLDS JR. TRUST.

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

Holly J Sather  
Notary printed name

Holly J Sather  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission expires March 31, 2010





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Gene D. Slater Trustee

Corinna M. Slater Trustee

The Gene D. Slater and Corinna M. Slater Family Trust, record owners  
By: Gene d. Slater, Trustee By: Corinna M. Slater, Trustee

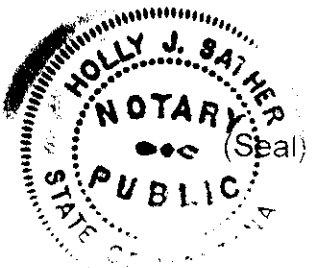
STATE OF MONTANA )ss:  
County of Yellowstone)

On this 29<sup>th</sup> day of March, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Gene D. & Corinna M. Slater, husband and wife, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same in their capacity as Trustees of THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST.

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

Holly J Sather  
Notary printed name

Holly J Sather  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission expires March 30, 2010





This agreement is hereby approved and accepted by Yellowstone County, this 7<sup>th</sup> day of May, 2007.

STATE OF MONTANA )  
: ss  
County of Yellowstone )

County of Yellowstone  
Board of County Commissioners

By: [Signature]  
Chairman  
Bill Kennedy  
Commissioner  
John Ostlund  
Commissioner

Attest: [Signature]  
County Clerk and Recorder

STATE OF MONTANA )  
: ss  
County of Yellowstone )

On this 7<sup>th</sup> day of May, 2007, before me, a Notary Public in and for the State of Montana, personally appeared James E. Rebo, Bill Kennedy, John Ostlund, and Tony Nave, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

Jeri Reitz  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Jeri Reitz  
PRINTED NAME OF NOTARY  
RESIDING AT Billings  
MY COMMISSION EXPIRES 2-27-2010





**WAIVER OF RIGHTS TO PROTEST**

FOR VALUABLE CONSIDERATION, the undersigned, Owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement District (RSID), or Special Improvement District (SID), for the construction and maintenance of streets, curbs and gutter, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance of improvements, traffic control devices on site and off site as determined by an overall traffic accessibility study, sanitary sewer lines, water lines, valley gutters, culverts, storm sewer lines either within or without the area to provide drainage for runoff water from the real property hereinafter described, park improvements and park maintenance district, and other incidental improvements which the County of Yellowstone may require.

The waiver and agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property herein above mentioned is more particularly described as follows, to-wit:

All of Clarks Fork River Ranch Subdivision 2<sup>nd</sup> Filing, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

WAIVER signed and dated this 29<sup>th</sup>, day of March, 2007.

"SUBDIVIDERS"

LESLIE CLINTON REYNOLDS JR. TRUST

By Leslie Clinton Reynolds Jr.  
Leslie Clinton Reynolds Jr., Trustee

THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST

By: Gene D. Slater Jr. By: Corinna M. Slater Tr.  
Gene D. Slater, Trustee Corinna M. Slater, Trustee

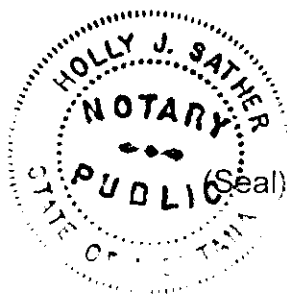


STATE OF MONTANA )ss:  
County of Yellowstone)

On this 25<sup>th</sup> day of March, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Leslie Clinton Reynolds Jr., known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same in his capacity as Trustee of THE LESLIE CLINTON REYNOLDS JR. TRUST.

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

Holly J Sather  
Notary printed name



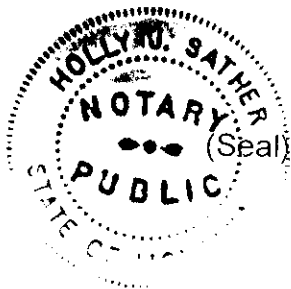
Holly J Sather  
Notary Public for the State of Montana  
Residing at Yellowstone CO, Montana  
My Commission expires March 30, 2010

STATE OF MONTANA )ss:  
County of Yellowstone)

On this 25<sup>th</sup> day of March, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Gene D. & Corinna M. Slater, husband and wife, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same in their capacity as Trustees of THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST.

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

Holly J Sather  
Notary printed name



Holly J Sather  
Notary Public for the State of Montana  
Residing at Yellowstone CO, Montana  
My Commission expires March 30, 2010

DECLARATION OF RESTRICTIONS

THE LESLIE CLINTON REYNOLDS JR. TRUST, Dated November 6, 1989 ("Trust"), is the Buyer pursuant to an Agreement dated January 26, 2000, and GENE D. SLATER and CORINNA M. SLATER, ("Slaters") are the Sellers of certain real property described as:

PARCEL 1:  
Government Lots 6, 11, and 12, Section 23, Township 2 South, Range 24 East, M.P.M., according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

PARCEL 2:  
Government Lot 1, and the NW1/4NE1/4, Section 26, Township 2 South, Range 24 East, M.P.M., according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

(hereinafter "Purchased Property")

Furthermore, the Trust has an Option to Purchase, dated January 26, 2000, from the Slaters certain real property also owned by the Slaters and described as:

SL/2NE1/4, Section 26, Township 2 South, Range 24 E., M.P.M.,  
NE1/4NE1/4, Section 26, Township 2 South, Range 24 E., M.P.M., and

Government Lot 2, Section 26, Township 2 South, Range 24 East, M.P.M., according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

(hereinafter "Optioned Property").

The Trust intends to subdivide the Purchased Property for resale and residential use.

The Trust and the Slaters hereby establish and declare the following building and use restrictions which shall be applicable to both the Purchased Property and the Optioned Property.

Except as otherwise expressly provided herein, the covenants, restrictions and conditions herein contained shall run with the land and shall be binding on all parties and persons and all persons claiming under them.

The Trust and the Slaters, for themselves and anyone claiming under or through them, agree that they will faithfully observe and abide by all of these conditions, covenants and restrictions governing use of the properties.

1. None of the properties shall be used or improved for anything other than private residential purposes.

2. No building or other structure shall be located less than thirty (30) feet from the front of a lot line, nor less than <sup>300</sup> ~~five (5)~~ feet from any side lot line, nor less than <sup>300</sup> ~~five (5)~~ feet from the rear lot line. *CMS* *Cor - . 200*

*1/12* *CMS* - Any single story, split level or tri-level residence erected on any lot shall have a ground floor area of not less than 900 sq. ft. in the main structure within the perimeter of the exterior walls, exclusive of open porches and garages; two-story residences shall have not less than 500 sq. ft. on the ground floor. Each residence shall have a one, two or three car enclosed garage. Garages which house more than three cars shall not be permitted.

4. All residences, buildings and structures erected on said property shall be of new construction and no old buildings shall be moved upon any lot. Any structure erected on any lot shall be completed within one hundred eighty (180) days after equipment and/or materials to be used in construction have been moved on to the location, and all construction shall be pursued with reasonable diligence. No excavations,





shall be permitted on any lot until such time as the actual construction of the house is to begin, except that the owners may test the supply of water under said lands and may drill and excavate for that purpose, as well as to test for subsoil conditions, provided that such test sites are replaced to their original condition.

5. Back and side fences shall not exceed 6 feet in height. Fences adjacent to road shall not exceed 4 feet in height. All fences must be constructed of materials that do not interfere with sight lines (chain link pvc, barbed wire and split rail are acceptable). Fences shall be maintained by their owner so that they are not unsightly in their appearance.

6. All outbuildings or structures, including garages and storage sheds must be constructed to be in harmony with other improvements located on said premises, with the same type and color of siding and roof as used on the main residential structure; all outbuildings shall be kept in a good state of repair and shall not be allowed to become rundown or an eyesore to the neighbors. Partially enclosed carports shall not be permitted.

7. All utility lines and pipes shall be placed underground; no overhead lines shall be permitted.

8. None of the properties subject to these restrictions, nor any building or improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing, or business of any description. Provided, however, that the Slaters may continue to use the retained property for existing grazing and agricultural purposes. Owners of subdivided lots may keep domestic pets not kept for commercial purposes including, but not limited to, for breeding or boarding; no more than two horses may be kept on any subdivided lot.

9. No noxious or offensive activity shall be carried on, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

10. No trailer, tent, garage, or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure, of whatsoever nature, of a temporary character, be used as a residence.

11. Vacation-type trailers and boats may be parked only in enclosed garages or on paved pads to the rear or side of the lots. No motor homes shall be stored on any lot except in enclosed garages. Motor homes may be temporarily parked on streets or driveways, for periods not exceeding 7 consecutive days or 30 total days in any calendar year.

12. No swine, goats, sheep, cows, ~~horses~~ livestock and/or poultry of any nature shall be kept or permitted on any of said premises. *Cons. [Signature]* All pets shall be kept on the lot owned or leased by the occupant unless under the control of the occupant outside the said premises. No resident shall keep a pet which is a nuisance to other residents.

13. No junk, trash, debris, organic or inorganic waste, shall be permitted to accumulate on any lot or in any street; all junk shall be promptly and effectively disposed of, and no lot shall be used as a dumping ground or burial pit. Garbage containers shall be concealed from view by fences, hedges or other means.

14. No inoperable or unlicensed vehicle shall be parked on any lot or on any public street for a period of more than 24 hours unless located inside a closed garage.

15. No signs, billboards, posters, or advertising or political devices of any kind or character shall be erected or displayed upon any of the lots, excepting subdivision promotion signs, signs displayed to identify the occupants of a dwelling, realtors' signs for sale signs, and contractors' construction signs.

*\* Until such time as the land is subdivided it can be used for grazing* *[Signature]* *Cons*

16. ~~No clothes lines, wires or devices for hanging clothes~~ shall be erected in the front, side or rear yard of any home, except retractable clothes lines, which shall be permitted in rear yards only and must be retracted when not in use.

17. ~~No television or satellite dishes~~ shall be permitted on any lot unless the dish is placed in an inconspicuous location not visible from the lot boundaries.

18. All owners shall be obligated to maintain their homes, garages, outbuildings and yards so that they are clean, tidy and in good repair. Owners shall not permit peeling paint, broken sidewalks or driveways, broken shingles, or any other unsightly condition on their property. Lawns must be kept mowed and dead or dying trees and shrubs must be removed so that all properties reflect a high pride of ownership.

19. No subdivided lot on the Purchased Property or on the Optioned Property may be less than 20 acres in area, except for a five-acre parcel the Slaters are, contemporaneously with execution of this document, leasing and optioning to purchase from the Trust. In the event that, at any time, neither of the Slaters are still personally residing on either of the properties, and the Trust has exercised its option to purchase the Optioned Property, the Optioned Property may, at the Trust's election, be subdivided into smaller parcels which shall otherwise be subject to all of the terms of this Declaration of

Restrictions.

20. *So long as the Slaters or either of them continues to personally reside on the property described in attached Exhibit 1, none of these Declaration of Restrictions shall apply to use of the property described in Exhibit 1.* **RIGHT TO ENFORCE**

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, and assigns; and any and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees, trustees, and assigns, and with each of the owners of said lots, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon; but no restrictions herein set forth shall be personally binding upon any corporation or person except in respect to breaches committed during its or his ownership of or interest in said land. The owner or owners of any of the above lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions set forth above, in addition to the ordinary legal action for damages; and the failure of the present owners, or the owner or owners of any lot in this subdivision to enforce the restrictions herein set forth at the time of any violation thereof shall not be construed as a waiver of the right to do so. In the event of a suit to enforce these Restrictions, the losing party shall be obligated to pay all costs and attorney fees incurred by the prevailing party.

These restrictions may be amended or rescinded, in whole or in part, only with written consent of the owners of at least eighty (80%) percent of the lots subject to these restrictions. Until such time as the Trust or its assigns have completed subdivision and sale of all lots subject to these restrictions, such amendment or restriction must also be approved, in writing, by the Trust. No amendment or revocation of these restrictions shall be effective unless it is signed by the requisite owners and filed of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

DATED this 26 day of January, 2000.

THE LESLIE CLINTON REYNOLDS  
JR. TRUST

By: [Signature] Trustee.  
LESLIE CLINTON REYNOLDS JR.,  
Trustee

*Handwritten initials: JMS, CMS*



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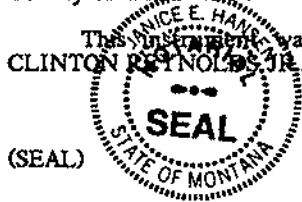


Gene D. Slater  
GENE D. SLATER

Corinna M. Slater  
CORINNA M. SLATER

STATE OF MONTANA )  
County of Yellowstone ) : ss.

This instrument was acknowledged before me on January, 2000, by LESLIE CLINTON REYNOLDS JR., Trustee of THE LESLIE CLINTON REYNOLDS JR. TRUST.



Janice E. Hansen  
Notary Public for the State of Montana  
My Commission Expires 7/19/03

STATE OF MONTANA )  
County of Yellowstone ) : ss.

This instrument was acknowledged before me on January, 2000, by GENE D. SLATER and CORINNA M. SLATER.



Janice E. Hansen  
Notary Public for the State of Montana  
My Commission Expires 7/19/03

A parcel, the boundary of which commences at the Southeast corner of Government Lot 12, Section 23, Township 2 South, Range 24 East, MPM, and continues North along the Eastern boundary of Government Lot 12 a distance of 726 feet, then west for a distance of 300 feet, then south a distance of 726 feet, then East along the Southern boundary of Government Lot 12 back to the Southeast corner thereof.



Yellowstone County RES 30.00

**3079646**

Page: 5 of 5  
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A handwritten signature in black ink, appearing to be 'Chris'.

Exhibit 1

ST 35051



AMENDMENT TO DECLARATION OF RESTRICTIONS

The undersigned being the owners of 80% of the following lots subject to the following described Declaration of Restrictions hereby amend the Declaration of Restrictions recorded in the office of the Yellowstone County Clerk and Recorder on January 27, 2000, under Document No. 3079646 as follows:

The description of the real property hereafter subject to the Declaration of Restrictions is:

PARCEL 1:

Government Lots 6, 11 and 12, Section 23, Township 2 South, Range 24 East, M.P.M., according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

PARCEL 2:

Government Lot 1, and the NW1/4NE1/4, Section 26, Township 2 South, Range 24 East, M.P.M., according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, except Lots 1, 2, 3, 4 and 5, Block 1, of Clark's Fork River Ranch Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3258430, recorded October 16, 2003.

PARCEL 3:

S1/2NE1/4, Section 26, Township 2 South, Range 24 E., M.P.M.; NE1/4NE1/4, Section 26, Township 2 South, Range 24 E., M.P.M., and

Government Lot 2, Section 26, Township 2 South, Range 24 East, M.P.M., according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.



The purpose of this Amendment is to exclude the following described real property from the provisions of the above described Declaration of Restrictions:

Lots 1, 2, 3, 4 and 5, Block 1, of Clark's Fork River Ranch Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3258430, recorded October 16, 2003.

In all other respects the above-described Declaration of Restrictions shall remain as written.

Dated this 10 day of November, 2004.

THE GENE D. SLATER AND CORINNA M. SLATER FAMILY TRUST

By: Gene D. Slater Trustee  
GENE D. SLATER, Trustee

By: Corinna M. Slater Trustee  
CORINNA M. SLATER, Trustee

CLARKS FORK RIVER RANCH LLC

By: The Leslie Clinton Reynolds Jr. Trust, Member

By: Leslie Clinton Reynolds Jr.  
Leslie Clinton Reynolds Jr., Trustee

THE LESLIE CLINTON REYNOLDS JR. TRUST

By: Leslie Clinton Reynolds Jr.  
Leslie Clinton Reynolds Jr., Trustee

Douglas C. Smith

Kenneth A. Smith

Robert S. McFarland  
ROBERT S. MCFARLAND

Bonnie J. McFarland  
BONNIE J. MCFARLAND

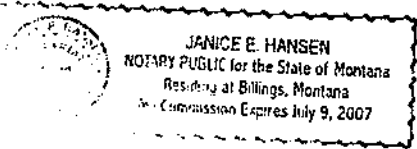
Roy Bragg  
ROY BRAGG

Robin L. Bragg  
ROBIN L. BRAGG



STATE OF MONTANA )  
County of Yellowstone ) : SS.

This instrument was acknowledged before me on Nov 11, 2004, by GENE D. SLATER and CORINNA M. SLATER, Trustees of THE GENE D. SLATER AND CORINNA M. SLATER FAMILY TRUST.

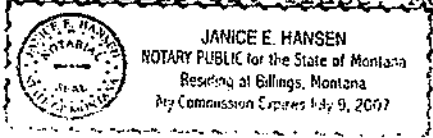


Janice E. Hansen  
(print or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_\_, 200\_\_

(SEAL)

STATE OF MONTANA )  
County of Yellowstone ) : SS

This instrument was acknowledged before me on Nov 11, 2004, by Leslie Clinton Reynolds Jr., Trustee of The Leslie Clinton Reynolds Jr. Trust, Member of CLARKS FORK RIVER RANCH LLC.

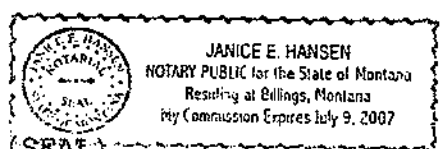


Janice E. Hansen  
(print or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_\_, 200\_\_

(SEAL)

STATE OF MONTANA )  
County of Yellowstone ) : SS

This instrument was acknowledged before me on Nov 11, 2004, by Leslie Clinton Reynolds Jr., TRUSTEE OF THE LESLIE CLINTON REYNOLDS JR. TRUST.



Janice E. Hansen  
(print or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_\_, 200\_\_

(SEAL)

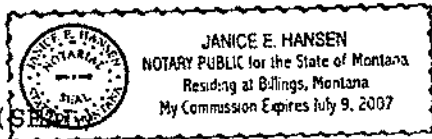


[Signature]  
Witness

STATE OF MONTANA )  
County of Yellowstone ) : ss.

On this 11 day of November, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Lester Clinton Reynolds known to me to be the person whose name is subscribed to the foregoing instrument as a witness thereto and stated that (he/she was present and saw ROBERT S. McFARLAND, BONNIE J. McFARLAND, ROY BRAGG and ROBIN L. BRAGG execute the annexed instrument and that affiant subscribed (his/her) name thereto as a witness to said execution.

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



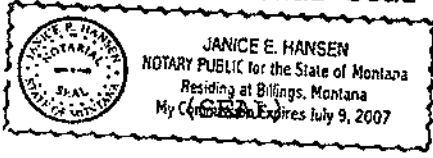
Janice E. Hansen  
(Print or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_\_, 200\_\_



STATE OF MONTANA )  
 )  
 ) SS:  
 )  
COUNTY OF YELLOWSTONE )

On this 28th day of October, 2004, before me the undersigned Notary Public for the State of Montana, personally appeared DOUGLAS C. EPPERLY and LYNNETTE A. SMITH, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



*Janice E. Hansen*  
\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, MT  
My Commission expires: July 9, 2007

# Clarks Fork River Ranch Property Owners Association

1936 Spring Creek Road, Laurel, Montana 92648

## BY LAWS OF

**CLARKS FORK RIVER RANCH PROPERTY OWNERS' ASSOCIATION**  
(As Amended August 25th, 2003)

### ARTICLE I

#### Name

The name of this organization is and shall be, **CLARKS FORK RIVER RANCH PROPERTY OWNERS' ASSOCIATION**, and for convenience, shall be referred to hereinafter as the "Association".

### ARTICLE II

#### Objects and Purposes

The objects and purposes of the Association shall be to further and promote the community welfare of the owners of the lots within the recorded subdivisions known as Clarks Fork River Ranch situated in Yellowstone County, Montana, which are developed and subdivided by Leslie Clinton Reynolds Jr. Trust, and which the owner of record is The Gene D. Slater and Corinna M. Slater Family Trust for which a Declaration of Restrictions has been recorded requiring the subdivider/developer to become a member of this Association. The Association shall be authorized to do whatever may be deemed necessary, conducive, incidental, or advisable to accomplish and promote said objects or purposes, except carrying on a business, trade, or profession for profit, including but not limited to:

- (a) owning, improving and maintaining recreational facilities, streets, ponds, streams, parks and/or public areas in Clarks Fork River Ranch;
  - (b) providing protective service to members and their families;
  - (c) caring for vacant lots, removing rubbish and unsightly growth therefrom and doing any and all other things necessary or desirable to keep them in a neat and orderly condition;
  - (d) enforcing any and all restrictions, covenant, and conditions imposed at any time on the residential lots in Clarks Fork River Ranch for the general benefit of the owners thereof;
  - (e) paying all taxes, utilities, charges, and assessments, and other levies upon property owned or managed by the Association;
  - (f) making and collecting charges and assessments by which to further the foregoing objects and purposes;
  - (g) providing informational services for members,
- and to do any other act or thing in any way connected with the foregoing or related to the objects and purposes of the Association.

### ARTICLE III

#### Membership

Section I. Membership in the Association shall be limited to the owners of not less



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than one (1) lot in Clarks Fork River Ranch. For the purpose of these Bylaws, lots shall consist of those lots described and set forth in the subdivision maps for the Clarks Fork River Ranch Lots 1 thru 5 filed in the office of the County Recorder of Yellowstone County, Montana, relating to Clarks Fork River Ranch; and each unit of any housing unit, living facilities constructed in Clarks Fork River Ranch. A purchaser of any such lots under contract shall also be deemed to be an owner for purposes of these Bylaws. A lot held as community property shall qualify the owners thereof for one (1) membership only in the Association, which membership shall be in the name of the husband as manager of the community. Only one (1) of any number of co-owners of any such lot or lots shall be a member of the Association.

Section 2. All persons who become owners of lots in Clarks Fork River Ranch, as defined and described above in Section 1 of this Article III, shall by reason of such ownership become and hereby are made members of the Association.

Section 3. Each member shall be entitled to one (1) vote for each lot owned by said member. Each member of the Association shall have the same rights, privileges, liabilities, and responsibilities as any other member. The right to vote may not be severed or alienated in any way from the membership to which it is appurtenant, and any sale, transfer or conveyance of the lot to which the membership is appurtenant to a new owner shall operate to transfer the appurtenant vote to said new owner.

Any vote taken for the election of Directors shall be by secret ballot in form prescribed by the Board. Unless otherwise provided in these Bylaws, all other issues presented at any meeting for a vote by the membership shall be voted upon either by voice vote or by raise of hands or by secret written ballot at the option of the chairman of the meeting.

In any election of Directors in which more than two (2) positions on the Board are to be filled, every member entitled to vote may cumulate his votes and give any one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which his membership is entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be deemed elected.

A majority vote of members who are present at any special or annual meeting at which a quorum is present and are entitled to vote shall decide any question brought before any such special or annual meeting unless the question is one upon which, by express provision of statute, the Articles of Incorporation, the Declaration or these Bylaws, a different vote is required, in which case such express provision shall govern and control.

#### ARTICLE IV

##### Certificates of Membership and Transfer

Section 1. The Association may issue certificates of membership in such form as the Board of Directors shall designate, and such certificates shall contain the signature of the duly authorized officers. In such an event, a certificate book shall be maintained which shall contain a margin on which shall be shown the number, date and name of the member as set forth in the corresponding certificate. In the event



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that no such certificates are issued, a membership book shall be maintained showing the date and name of the owner, and the lot or lots owned by said member.

Section 2. A certificate of Membership (or the membership itself if no such certificates are issued) shall be appurtenant to the lots in Clarks Fork River Ranch as described in Section 1 of Article III of these By-Laws and shall not be transferable except with the conveyance of the lot for which said certificate is issued. Such conveyance shall affect the transfer of the certificate or membership appurtenant to that particular lot to its purchaser.

Section 3. In the event a member who is the owner of more than one lot, but has only one membership in the Association as provided for in these Bylaws, conveys one of said lots while still retaining one or more lots in Clarks Fork River Ranch, then and in that event, a new certificate or membership shall be issued to the purchaser without the cancellation or transfer of the existing member's certificate of membership.

#### ARTICLE V

##### Meetings of Members

Section 1. The annual meeting of the members of the Association shall be held at 11:00 A.M. on the first Monday of June of each year, and shall be held in the County of Yellowstone at the address designated in the written notice. The secretary shall mail or deliver to each member written notice of such meeting at least ten (10) days prior to the date appointed therefor. The notice shall specify the place, date and hour of the meeting. Notice mailed to the last address given to the Secretary of the Association by any member shall be sufficient. If for any reason the annual meeting of the members shall not be held on the date herein provided for, or shall be held at a time or at a place other than that provided for herein, a delayed annual meeting may be called and held, or a new meeting site shall be provided for upon the giving of like notice thereof, which notice may be contained in the newsletter or newspaper published by the Association provided it is mailed in the manner set forth above.

Section 2. Special meetings of members may be called at any time by the President, a majority of the Board of Directors, or not less than twenty five per cent (25%) of the members of the Association, to be held at a convenient place in Yellowstone County, Montana. Upon receipt of a request in writing setting forth the purpose of such proposed special meeting, signed by the President, or a majority of the Board of Directors, or not less than twenty five per cent (25%) of the members of the Association, the Secretary shall fix a time and place for such meeting which shall not be less than ten (10) nor more than thirty (30) days after the receipt of such request, and shall cause written notice thereof, setting forth the time and place and purpose of the meeting, to be given each member by personal delivery or by mailing to the last address given the Secretary of the Association, at least ten (10) days prior to the time fixed for such meeting; and if the Secretary shall neglect or refuse to issue such call, the President, Directors, or members making the request may do so. A special meeting of the members may be held at any time without notice when all of the members are present in person or by proxy or when all of the members waive notice and consent in writing to the holding thereof.



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**Section 3. The presence in person or by proxy of twenty-five percent (25%) of all members of the Association shall constitute a quorum for the transaction of business at any meeting of the members. The members present at a duly called and held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough members to leave less than a quorum.**

**Any meeting of members of Association, annual or special, may be adjourned from time to time by the vote of a majority of the members in good standing present in person or by proxy thereat, but in the absence of a quorum no other business shall be transacted at any such meeting. When any meeting of members, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat other than by announcement at the meeting at which such adjournment is taken.**

**If any meeting, annual or special, cannot be held for lack of a quorum, the meeting shall, except as otherwise provided by law, be adjourned to a date not less than five (5) days nor more than thirty (30) days from the date the original meeting was held. At any meeting of the members of Association each member in good standing may vote in person or by proxy holder duly appointed by a written proxy, executed by the member entitled to vote or by his duly authorized attorney-in-fact, and filed with the Secretary of the Association at or before any meeting at which a vote may be cast by such proxy holder. Any such proxy shall not be valid after the expiration of eleven (11) months from the date of its execution unless otherwise expressly provided therein, provided that in no case shall any proxy be valid for more than seven (7) years from the date of its execution. Any proxy shall be revocable, and shall be deemed to be revoked when (i) an instrument revoking it or a duly executed proxy bearing a later date is filed with the Secretary of Association, (ii) written notice of the death or incapacity of the member executing such proxy is actually received by the Secretary of Association, or (iii) the lot owned by the member executing such proxy is conveyed, thus terminating the status of the person executing such proxy as a member.**

**Section 4. The written consent of a majority of the members, at a duly called meeting of the members, shall be required for the Association to transact the following types of business: (a) To borrow money, to cause to be executed and delivered therefor in the Association's name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and security therefore; (b) Make any expenditure of a capital nature which will result in the assessment against a member's equity in his lot.**

**Section 5. Any action which may be taken, or is required to be taken, at a meeting of the members of Association, with the exception of the election or removal of Directors, may be taken without a meeting if such action is authorized by a writing or writings, setting forth the action, signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of Association.**



Section 6. The Board of Directors may fix a time in the future as a record date for the determination of the members entitled to notice of and to vote at any meeting of members. The record date so fixed shall be not more than forty-five (45) days prior to the date of the meeting. When a record date is so fixed, only members of record on the date shall be entitled to notice of and to vote at the meeting, notwithstanding any transfer, or issuance of membership certificates, on the books of the Association on or after the record date.

## ARTICLE VI

### Directors

Section 1. The business, property and affairs of the Association shall be managed by a Board of Directors composed of three (3) members. The first Directors of the Association shall be those individuals named as Directors in the Articles of Organization, or their successors determined pursuant to Section 6 of this Article VI. Thereafter, Directors shall be elected by the members of the Association. The terms of the Directors shall be staggered, with the term of office of two (2) Directors being two (2) years and the term of office of one (1) Directors being three (3) years. Successors for Directors whose terms of office are then expiring shall be elected at the annual meeting of members in the year such term expires, and shall serve until their successors are elected and have qualified, or until their death, resignation or removal, whichever shall first occur.

During such time as a majority of the voting power of Association resides in the subdivision, not less than one (1) of the Directors shall be elected solely by the votes of members other than the subdivider. In the event members of the Association other than the subdivider do not have a sufficient percentage of the voting power of the Association to elect at least one (1) Director at any election through the cumulating of all of their votes, the subdivider shall be excluded from voting for one (1) Board directorship at such election.

Section 2. The number of Directors constituting the Board of Directors shall be three (3), until changed by a Bylaw duly adopted by the members of the Association.

Section 3. The Board of Directors shall have the general management and control of the business and affairs of the Association and shall exercise any and all of the powers that may be exercised or performed by the Association under the law, the Articles of Organization, and these Bylaws. The Board of Directors may make and enforce such rules and regulations as they deem necessary, conducive, incidental or advisable to accomplish or promote the objects and purposes of the Association and the use of its property, assets and facilities.

### Section 4.

a. Regular Meetings. Regular meetings of the Board of Directors shall be held immediately after the annual meeting of members and at such other regular time and at such place as may be established by a majority of the Board, provided that not less than one (1) such regular meeting shall be held during any fiscal year. Notice of the time and place of such regular meetings shall be posted at a prominent place or places within Clarks Fork River Ranch. Notice of such regular meetings, other than the regular meeting following the annual meeting of members, shall be given each Director, personally or by mail, telephone or telegraph at least seventy-



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two (72) hours prior to the scheduled time for such meeting unless such notice is waived.

**b. Special Meetings.** Special meetings may be called at any time by the President, a Vice President, or any one (1) Directors at such times and places as shall be set forth in the notice thereof. Written notice of the time and place of the meeting and the nature of any special business to be considered shall be given to each Director personally or by mail, not less than seventy-two (72) hours prior to the scheduled time of the meeting. Written notice shall also be posted at a prominent place or places within Clarks Fork River Ranch.

**c. Attendance, Participation by Members.** Regular and special meetings of the Board of Directors shall be open to all members of the Association, provided, however, that Association members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

**d. Executive Sessions.** The Board may, with the approval of a majority of a quorum of Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and other business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**Section 5.** A majority of the Directors shall constitute a quorum for the transaction of business, and a majority of such quorum shall determine any question except as otherwise provided by law, the Articles of Organization, or these Bylaws; provided, however, that if a quorum not be present, the majority of those Directors present may adjourn to such future time and place as they shall determine, notice of such adjournment to be given to each Director as herein provided for meetings of the Board of Directors.

**Section 6.** Any vacancy in the Board or Directors caused by the death, resignation, or disability of a Director shall be filled by a majority of the remaining Directors, or by the sole remaining Director. A Director elected to fill any vacancy shall hold office only for the unexpired term of his predecessor.

**Section 7.** Subject to limitations of the Articles of Organization, these Bylaws and the laws of Montana governing nonprofit corporations, and in addition to any powers granted thereby, the Directors shall have the following specific powers, to wit:

**First:** To change the principal office for the transaction of the business of the Association from one location to another; to prescribe the forms of certificates of membership, and to alter the form of the Association's seal and of such certificates from time to time as in their judgment they may deem best, provided such seal and such certificates at all times comply with the provisions of the law.

**Second:** To authorize the issuance of certificates of membership of the Association from time to time upon such terms as may be lawful.

**Third:** To make and enter into contracts for any legal purpose; provided however, that the Directors shall not take any of the following actions except with the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider:



**(a) Enter into any contract with a third person wherein the third person will furnish goods or services for the common area or the Association for a term longer than one (1) year, with the following exceptions:**

**(i) A management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration.**

**(ii) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.**

**(iii) Prepaid casualty and/or liability insurance policies of not more than three (3) years duration, provided that the policy allows for short rate cancellation by the insured.**

**(b) Incur aggregate expenditures for capital improvements to the common area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.**

**(c) Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.**

**Fourth: To appoint an Executive Committee and other committees, and to delegate to the Executive Committee any of the powers and authority of the Board in the management of the business and affairs of the Association except the power to adopt, amend, or repeal Bylaws. The Executive Committee shall be composed of two (2) or more directors.**

**Section 8. At any annual or special meeting, the entire Board of Directors or any individual Director may be removed from office by a vote of members of Association, present in person or by proxy, entitled to vote. However, unless the entire Board is removed, an individual Director shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast under cumulative voting procedure by a number equal to one (1) plus the authorized number of Directors. If any or all Directors are so removed, new Directors may be elected at the same meeting.**

**A Director who had been elected to office solely by the votes of members of the Association other than the subdivider may be removed from office prior to the expiration of his term by the vote of at least a simple majority of the voting power residing in members other the subdivider.**

## **ARTICLE VII**

### **Officers**

**Section 1. The officers of the Association shall be a President, one or more Vice Presidents, and a Secretary/Treasurer. Such officers shall be elected for a term of one (1) year by the Board of Directors at the first meeting of the Board after the annual meeting of members or any adjournment thereof and shall serve until the successor of each is elected and qualified.**

**Section 2. The President shall be the executive head of the Association, and shall preside at all meetings of the Board of Directors and all meetings of the members.**



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The President, together with the Secretary, shall sign all certificates of membership, contracts, deeds bonds and other obligations of the Association and other instruments authorized by the Board of Directors.

Section 3. A Vice President shall perform, in the absence of the President or in the event of the President's inability to act, the same duties and functions as are provided to be performed by the President. A Vice President shall also perform the duties of the Secretary in the Secretary's absence or inability to act insofar as the same shall pertain to the calling of meetings of members or Directors.

Section 4. The Secretary/Treasurer shall be the custodian of all records and documents pertaining to the Association and its property and shall keep fair and correct minutes and records of all meetings of members and of the Board of Directors. The Secretary/Treasurer shall sign with the President, where appropriate all certificates of membership, contracts, deeds, bonds and other obligations of the Association, and other instruments authorized by the Board of Directors. The Secretary shall give notice of all meetings of members of the Association and of the Board of Directors as set forth in these Bylaws. If, at any meeting of the members or the Board of Directors, the Secretary shall be absent or unable to perform his duties, the President shall appoint a Secretary/Treasurer pro tem.

Section 5. The Secretary/Treasurer shall receive and safely keep all monies and securities belonging to the Association and shall disburse the same under the direction of the Board of Directors. At each annual meeting of the members and at any other time when directed by the Board of Directors, he shall submit a report on the financial affairs of the Association and the status of all monies, funds and assets then on hand or received and disbursed since the Secretary/Treasurer's last report.

Section 6. Any officer may be removed as such by the Board or Directors at any properly called meeting, for any reason deemed sufficient to the Directors.

Vacancies in any office, whether caused by resignation, removal, death, or otherwise, shall likewise be filled by appointment of the Board of Directors.

#### ARTICLE VIII

##### Charges and Assessments

Section 1. For the purpose of securing funds to meet the capital outlays, operating expenses, and other expenditures required to accomplish the objects and purposes authorized in Article II of these Bylaws, the Board or Directors shall be authorized to determine and levy charges and assessments against each and every property owner and/or lot in the Clarks Fork River Ranch as it may from time to time fix and establish by resolution. Such charges and assessments shall constitute liens on the affected lots from and after the time each such charge and assessment becomes due and payable and until the same is paid in full. A purchaser under a contract for purchase of a lot or lots in Clarks Fork River Ranch shall also cover interest on such charges and assessments and costs of collecting the same, if any, including attorney's fees. The authority to levy such charges and assessments upon lots in Clarks Fork River Ranch is granted to the Association by Leslie Clinton Reynolds Jr. Trust., as owner and developer, as part of the declaration of conditions and restrictions imposed from time to time upon the subdivisions comprising Clarks Fork River Ranch Lots 1-5 and recorded in the office of the County Recorder of Yellowstone



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County, Montana. Such liens shall be superior to any and all other liens (except as provided in Section 7 hereof) at any time levied or imposed upon such lots. The validity of such charges and assessments against individual lots shall in no event be dependent upon the authority of the Association to determine and levy such charges and assessments against all of such lots that may at any time exist in Clarks Fork River Ranch, but such charges and assessments shall be valid to the extent that such authority has been granted to the Association.

Section 2. Each owner or owners of a lot or lots in Clarks Fork River Ranch shall, by the acceptance of a deed for such lot or lots or by the signing of a contract or agreement to purchase the same, whether from Leslie Clinton Reynolds Jr. Trust, or by a subsequent owner of such lot or lots, bind himself, his heirs, personal representative and assigns to pay all such charges and assessments as shall be determined and levied upon such lot or lots, including interest on such charges and assessments and collection costs thereof, if any, including attorney's fees, and the obligation to pay such charges, assessments, interest, and costs thereby constitutes an obligation running with the land.

Section 3. Charges and assessments shall be determined and levied equally against each lot and each said lot shall be subject to said charges and assessments at the time such determination is made.

Section 4. The total of all charges and assessments authorized to be imposed by the Board of Directors shall not exceed the sum of \$800.00 per membership for any twelve-month period of assessment, based on the fiscal year January 1 through December 31. Charges and assessments for the first such period of assessment shall commence when established by the Board of Directors, are hereby set and established at \$100.00 per membership, and shall remain at such amount until changed pursuant to these Bylaws.

Section 5. The annual charges and assessments shall be determined by the Board of Directors on or before October 15<sup>th</sup> of each year to cover the fiscal year of the Association next following said determination. All such charges and assessments shall be considered delinquent if not paid prior to the first day of the fiscal year for which said charges and assessments shall be considered delinquent of not paid prior to the first day of the fiscal year for which said charges and assessments are applicable.

Section 6. All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages and/or trust deeds. No proceeding for foreclosure of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien or liens becomes due and payable.

Section 7. Any lien created or granted under the provisions of this declaration is expressly made subject and subordinate to the rights of the beneficiary of any first deed of trust upon any lot in the Development, made in good faith and for value, and no such lien shall in way defeat, invalidate, or impair the obligation or the priority of such trust deed unless the beneficiary thereof shall expressly subordinate his interest, in writing, to such lien.

Section 8. Title to any residential lot acquired under or by virtue of a proceeding for



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the enforcement of any lien or liability under these Bylaws shall always be subject to all of the reservations, limitations, restrictions, covenants, and conditions imposed upon said lot by contract of sale or deed from the Leslie Clinton Reynolds Jr. Trust or its assignees, or by declaration of Clarks Fork River Ranch or the Association or these Bylaws.

**ARTICLE IX**

**Principal Office**

The principal office for the transaction of the business of the Association is as may be hereafter fixed and located by the Board of Directors in the County of Yellowstone, State of Montana. The Board of Directors may at any time, or from time to time, change the location of the principal office from one location to another in said County.

**ARTICLE X**

**Dissolution**

In the event of the dissolution of this Association, any and all assets of the Association, and any and all funds, shall be distributed to any charitable subdivision of the State of Montana, or to any non-profit organization for purposes similar to that of this Association, or for charitable purposes as may be determined by the Board of Directors.

**ARTICLE XI**

**Notice**

Any notice required to be given pursuant to these Bylaws shall be a written notice, unless otherwise specifically provided herein. Such written notice may be given by depositing the same in the United States mail in an envelope, postage prepaid, addressed to the recipient at his last known address, and the time when the same shall be mailed shall be deemed the time of giving such notice. A written waiver of notice, signed before or after the time stated in such waiver for holding a meeting, or attendance at a meeting, shall be deemed equivalent to notice thereof required to be given by these Bylaws.

**ARTICLE XII**

**Amending or Repealing Bylaws**

New Bylaws may be adopted or these Bylaws may be amended only by the vote or written assent of members constituting at least a bare majority of a quorum and at least a bare majority of the votes of members other than the subdivider. Notwithstanding the foregoing, wherever a particular percentage of the voting power is prescribed for action to be taken under a specific clause or provision of these Bylaws, the percentage of the voting power necessary to amend such clause or provision shall be not less than the prescribed percentage required for action to be taken thereunder.

**ARTICLE XIII**

**Miscellaneous**

Section 1. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, or



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other person shall have any power or authority to bind the Association by any contract or engagement or to breach its credit or to render it liable for any purpose or to any amount.

Section 2. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the laws of Montana relating to nonprofit corporations shall govern the construction of these Bylaws.

Section 3. The rules contained in Roberts' Rules of Order, Revised, shall govern all members' meetings and Directors' meetings of the Association except in instances of conflict between said Rules of Order and the Articles of Incorporation or Bylaws of the Association or provisions of law.

Section 4. Any assessment made by the Association pursuant to authority granted by these Bylaws, if not fully paid by the date set forth by the members of the Association, shall bear interest at the rate of nine percent (9%) per annum from such due date, and pursuant to the Declaration of Conditions, Covenants, and Restrictions filed in connection with Clarks Fork River Ranch. Such assessment, together with interest and costs of collection including reasonable attorney's fees and costs as determined by court order, shall become and be a lien upon and enforceable by the Association against the owner of the parcel who failed to make such payment.

Section 5. The membership register, books of account, and minutes of meetings of the members and of the Board of Directors of the Association shall be made available for inspection and copying by any member of the Association, or by his duly-appointed representative, at any reasonable time and for a purpose reasonable related to his interest as a member, at the office of the Association or at such other place as the Board of Directors shall prescribe.

The Board of Directors shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the member desiring to make the inspection.
  - (b) Hours and days of the week when such an inspection may be made.
  - (c) Payment of the cost of reproducing copies of documents requested by a member.
- Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

Section 6. Financial statements for the Association shall be regularly prepared and copies thereof shall be distributed to each member of the Association as follows.

- (a) A budget for each fiscal year shall be distributed not less than sixty (60) days prior to the beginning of the fiscal year.
- (b) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed within ninety (90) days after the close of the fiscal year.

An external independent audit of the financial statements (other than budgets) shall be prepared for any fiscal year in which the gross income of the Association exceeds \$10,000.00.



**THIS IS TO CERTIFY:**

**That I am the duly elected, qualified and acting Secretary of CLARKS FORK RIVER RANCH HOMEOWNERS ASSOCIATION and that the foregoing Bylaws, as amended, were adopted as the Bylaws of said Association on the 25th day of, August 2003, by a majority of the members present and voting at a duly called meeting of members, at which members possessing fifty-one percent (51%) of the voting power were present.**

**In Witness Whereof, I have hereunto set my hand this 27<sup>th</sup> day of August 2003.**

*Leslie Clinton Reynolds Jr. Trustee, Secretary*  
**Leslie Clinton Reynolds Jr. Trustee, Secretary**



**3258436**  
Page: 12 of 18  
10/16/2003 09:57A

WITNESS WHEREOF, the Declarants has executed this Declaration on the day and year first above set forth,

BY: Leslie Clinton Reynolds Jr. Trustee  
The Leslie Clinton Reynolds Jr. Trust, subdivider/developer  
by Leslie Clinton Reynolds Jr. Trustee

BY: Gene D. Slater Trustee Corinna M. Slater Trustee  
The Gene D. Slater and Corinna M Slater Family Trust, record owner  
by Gene D. Slater, Trustee Corinna M. Slater, Trustee

STATE OF MONTANA    )  
  : ss  
County of Yellowstone    )

On this 20th day of August, 2003, before me, a Notary Public for the State of Montana, personally appeared Leslie Clinton Reynolds Jr. Trustee known to me to be the person whose name is signed above, executing this Declaration.

Holly J Sather  
\_\_\_\_\_

Holly J Sather  
Notary Public for the State of Montana  
Residing at Billings, Montana  
Commission expires on: March 30, 2006

(Notarial Seal)



**3258436**

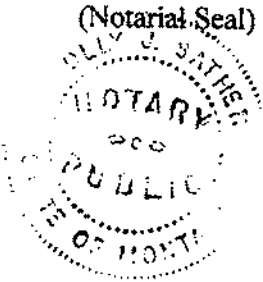
STATE OF MONTANA )  
 : ss  
County of Yellowstone )

On this 28<sup>th</sup> day of August, 2003, before me, a Notary Public for the State of Montana, personally appeared Gene D. & Corinna M. Slater, husband and wife known to me to be the person who signed the forgoing instrument and who acknowledged to me that they executed the same in their capacity as Trustee of THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST.

Jolly J Sather

Jolly J Sather

Notary Public for the State of Montana  
Residing at Billings, Montana  
Commission expires on: March 30, 2006



THE ORIGINAL OF THE ABOVE DOCUMENT WAS DULY SIGNED BY THE ABOVE AND PROPERLY NOTARIZED AND FILED WITH AND DULY RECORDED WITH THE YELLOWSTONE COUNTY RECORDER ON \_\_\_\_\_, 2003 IN BOOK \_\_, PAGES \_\_ THRU \_\_, FILE NUMBER \_\_\_\_\_. A COPY MAY BE OBTAINED FROM THE YELLOWSTONE COUNTY BUILDING DEPARTMENT OR FROM THE BOARD OF DIRECTORS.



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10/16/2003 08:57A

Yellowstone County DCL 114.00

# Addendum A

## Clarks Fork River Ranch

### Property Owners Association

1936 Spring Creek Road, Laurel Montana

## Architectural Guidelines Revised August 25th, 2003

### Statement of Policy

Property in the Clarks Fork River Ranch is subject to the recorded subdivision Declaration of Covenants, Conditions and Restrictions for the Clarks Fork River Ranch (the "Restrictions"). These Restrictions provide that design of building construction or property improvements of any kind require the approval of the Clarks Fork River Ranch Architectural Control and Planning Committee (the "Committee").

### Committee Structure and Review process.

The Committee meets once a month on the last Tuesday of each month except the months of November and December to conduct business for the Clarks Fork River Ranch Property Owners Association (the "Association"). The Committee can submit plans at these meetings for subsequent review. The plan approval process is as follows:

1. Two (2) sets of drawings are required to be submitted, pursuant to the Restrictions, paragraph 3. Each set shall provide all side elevations, a plot plan showing setbacks from property lines, well location, septic location and orientation of buildings. All construction material samples need to be submitted along with the plans when required.
2. Colors and material need to be submitted with plans. Pantone colors/shades selected should be stated on plans. Samples submitted will not be returned upon plan approval. The samples submitted are retained for record keeping purposes.
3. Plans will be reviewed outside of the normal monthly meeting and will be available for pickup at subsequent Committee meetings.
4. If plans are not in compliance with the Restrictions or the guidelines set forth herein, the areas of the drawings will be notated and returned to the owner for changes.
5. Approved plans are valid for one year from time of approval and if construction has been started it must be completed as set forth in the Restrictions.

### Specific Requirements.

1. In order to preserve the individuality of the Clarks Fork River Ranch, duplication of plans is strongly discouraged. In no event shall the same plan (regardless of exterior treatment and or reversal of layout) be approved on lots within 2500 feet in all directions.
2. Foundations: Foundations exposed more than two feet above grade shall be finished in natural wood or native rock or equal materials.
3. Roof Pitch: Pitch is to be no less than six (6) rise for every twelve (12) inches of run.



Yellowstone County

DCL

114.00

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4. No, modular homes, geodesic domes, A-frame homes, mobile homes, or other temporary housing will be allowed.

### **Exterior Surfaces.**

In all cases, the intent of the Restrictions is to have the home and outlying buildings blend into the natural surroundings as much as possible.

#### **1. Siding. Siding shall be:**

- Native rock, brick or split face cinder block. Brick and split face cinder block must comply with the colors as per Appendix B.
- Logs must be stained or clear stained.
- Plywood, metal, and vinyl sidings, or vertical board and batten of any type are not allowed
- Materials of composite construction are acceptable as long as they are textured to represent horizontal shiplap wood siding, wood shingles may be used as accents only..
- In no case will stucco or concrete block be used as an exterior siding material.
- Natural wood siding, or wood shingles may be used for accents.

### **Roofing.**

Class A roofing materials are the only acceptable roofing materials. Asphalt shingles shall be thick butt in approved colors only. See Appendix A for approved colors. Tiles shall be used only if they resemble wood shingles in shape and color.

### **Windows.**

Windows shall be wood framed, bronzed or trim color anodized or trim colored vinyl.

### **Doors.**

Doors shall be wood or metal finished in colors and hues per Appendix B.

### **Exterior lighting.**

Incandescent lighting must be functional and not interfere with vehicles or be a nuisance to neighbors. It is recommended that outside lights that can be seen from adjoining property be limited to 45 watts per fixture. Vapor lights of any kind such as mercury or sodium vapor are not permitted.

### **Landscaping**

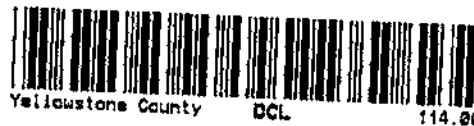
Each lot shall be landscaped with grass, plants and trees within the first growing season after the completion of the residence. At least five (5) trees shall be planted and maintained per lot, with a minimum height of ten (10) feet. Each lot shall erect a natural stone veneered pilaster with lighting per the details supplied by the Committee.

### **Regular Painting and Maintenance**

Normal maintenance and repainting will not need approval as long as the finish and colors are identical to those previously approved by the Committee.

### **Fences.**

Fences are to be constructed of wood or native rock, natural or synthetic. Metal fence and PVC is permitted with the Committee's approval only. Chain Link, welded wire or expanded wire, and barbed wire are not allowed. Corrals, pens and enclosures for animals must have Committee approval.



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**Signs.**

Only those signs permitted in the Restrictions, paragraph 5.(m) are permitted.

**Antennae.**

Antennae of any type may not extend more than three feet above the house roof ridge or grade depending on where the antenna is installed on the property.

**Winter Construction.**

It is highly recommended that all construction be planned to be done exclusive of the months of November through March. Any damage to any road in the Clarks Fork River Ranch caused by movement of heavy equipment or semi trailers used in the construction of buildings or improvements will result in the property owner being liable for the repair costs incurred to repair the road surface.

**Variance Process.**

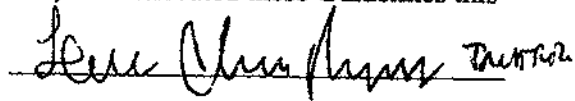
The Committee may allow reasonable variances and adjustments of these guidelines in order to overcome practical difficulties. In no case will a variance be granted for solely economic convenience. All variances have to follow the guidelines as follows:

The Committee must approve every request for a variance according to the Restrictions and the guidelines stated herein. If the Committee approves of the variance request, all property owners adjacent to the subject property will be notified of the variance request via certified letter sent by the Committee. If no adjacent property owner notifies the Committee in writing, within five (5) days of the date of the certified letter, the variance will be approved. If any property owner notifies the Committee of an objection to the variance request, the variance is denied.

The Committee strongly suggests to each property owner that he first contact the Yellowstone County Building Department and obtain the current local and state regulations regarding well and septic system permits as well as current Yellowstone County Building Department regulations and necessary permits and fee schedules. (Yellowstone County Building Department, 510 No. Broadway, Billings, MT. 59101. Telephone 406-657-8246).

Montana State Licensed contractors/sub-contractors must be used for constructing/remodeling homes in the Clarks Fork River Ranch except when the property owner is the owner/builder and performing all work. All Yellowstone County building Codes must be conformed to.

IN WITNESS WHEREOF, the undersigned, being the Board of Directors of the Clarks Fork River Ranch Property Owner's Association, have executed these Guidelines this 16th day of October, 2003.



Leslie Clinton Reynolds Jr. Trusee

A signed and recorded copy of these guidelines is available from the Yellowstone County Building Department, Clerk and Recorder's Office of Yellowstone County (Addendum A to the Restrictions) or the Clarks Fork River Ranch Association.



**3258436**

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WITNESS WHEREOF, the Declarants has executed this Declaration on the day and year first above set forth,

BY: *Leslie Clinton Reynolds Jr. Trustee*  
The Leslie Clinton Reynolds Jr. Trust, subdivider/developer  
by Leslie Clinton Reynolds Jr. Trustee

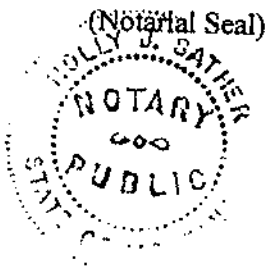
BY: *Gene D. Slater Trustee Corinna M. Slater Trustee*  
The Gene D. Slater and Corinna M Slater Family Trust, record owner  
by Gene D. Slater, Trustee Corinna M. Slater, Trustee

STATE OF MONTANA )  
: ss  
County of Yellowstone )

On this 29<sup>th</sup> day of August, 2003, before me, a Notary Public for the State of Montana, personally appeared Leslie Clinton Reynolds Jr. Trustee known to me to be the person whose name is signed above, executing this Declaration.

*Holly J Sather*

*Holly J Sather*  
Notary Public for the State of Montana  
Residing at Billings, Montana  
Commission expires on: March 30, 2003



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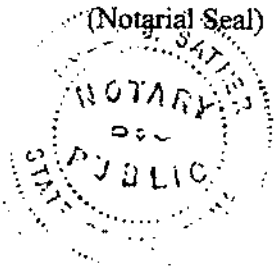
STATE OF MONTANA )  
 : ss  
County of Yellowstone )

On this 28<sup>th</sup> day of August, 2003, before me, a Notary Public for the State of Montana, personally appeared Gene D. & Corinna M. Slater, husband and wife known to me to be the person who signed the forgoing instrument and who acknowledged to me that they executed the same in their capacity as Trustee of THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST.

Holly J Sather

Holly J Sather

Notary Public for the State of Montana  
Residing at Billings, Montana  
Commission expires on: March 30, 2004



THE ORIGINAL OF THE ABOVE DOCUMENT WAS DULY SIGNED BY THE ABOVE AND PROPERLY NOTARIZED AND FILED WITH AND DULY RECORDED WITH THE YELLOWSTONE COUNTY RECORDER ON \_\_\_\_\_, 2003 IN BOOK \_\_, PAGES \_\_\_ THRU \_\_\_, FILE NUMBER \_\_\_\_\_ A COPY MAY BE OBTAINED FROM THE YELLOWSTONE COUNTY BUILDING DEPARTMENT OR FROM THE BOARD OF DIRECTORS.



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STATE OF MONTANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CERTIFICATE OF SUBDIVISION APPROVAL  
(Section 76-4-101 et. seq., MCA)

TO: County Clerk and Recorder  
Yellowstone County  
Billings, Montana

E.Q. # 06-2909  
Y.C. #2489

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **CLARKS FORK RIVER RANCH SUBDIVISION, 2<sup>ND</sup> FILING**, situated in Government Lot 11, Section 23 and the NW1/4 NE1/4 of SECTION 26, T.2S., R.24E., P.M.M., YELLOWSTONE COUNTY, MONTANA, consisting of 14 parcels 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 approval of the PLAT of subdivision is made with the understanding that the following conditions shall be met:

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

THAT each lot shall be used for ONE SINGLE-FAMILY DWELLING, and,

THAT each individual water system will consist of a SHARED 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 supply at a depth of 40-67 feet, and,

That each of the seven (7) shared wells for the fourteen (14) lots will be located within the well easement area (300'X 100') and that there is a easement for the water lines, use and maintenance of each lots water line as shown on the filable plat, and,

THAT each individual sewage treatment system for LOTS 7, 8, 9, 11, 12, 15, 16, 17, 18, and 19 will consist of a septic tank with effluent 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,



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05/08/2007 02:09P

PAGE 2 of 3  
CLARKS FORK RIVER RANCH SUB. 2<sup>ND</sup> FILING  
LESLIE REYNOLDS, JR.  
YELLOWSTONE CO.  
E.Q. #06-2909

THAT each individual sewage treatment system for LOTS 6, 10, 13 and 14 will consist of a 1000-gallon septic tank with effluent filter, 1000-gallon dose tank followed by a pressure dosed subsurface drainfield constructed in accordance with plans and specifications of Engineering Inc. dated received April 24, 2006 and be of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the subsurface drainfield for LOTS 6, Lot 10, Lot 13, and Lot 14 shall have an absorption area of sufficient size to provide for an application rate of 0.2 gallons per square feet per day, and,

THAT the subsurface drainfield for LOTS 7, 11, 12, 15, and 19 shall have an absorption area of sufficient size to provide for an application rate of 0.3 gallons per square feet per day, and,

THAT the subsurface drainfield for LOTS 8, 9, 16, 17, and 18 shall have an absorption area of sufficient size to provide for an application rate of 0.4 gallons per square feet per day, and,

THAT the depth of the drainfield trenches shall not exceed 24 inches, and,

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

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

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

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

THAT the developer shall provide the 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,



PAGE 3 of 3  
CLARKS FORK RIVER RANCH SUB. 2<sup>ND</sup> FILING  
LESLIE REYNOLDS, JR.  
YELLOWSTONE CO.  
E.Q.# 06-2909

THAT plans and specifications for any proposed sewage treatment system will be reviewed and approved by the Yellowstone City-County Health Department and will comply with Yellowstone City-County Board of Health Rule #3 and Title 17, Chapter 36, Sub-Chapters 3 and 9, ARM, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapter 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), a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of Health under section 50-2-116 (1) (i), before filing a subdivision plat with county clerk and recorder.

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

DATED this 19th day of May, 2006.

RICHARD OPPER  
DIRECTOR

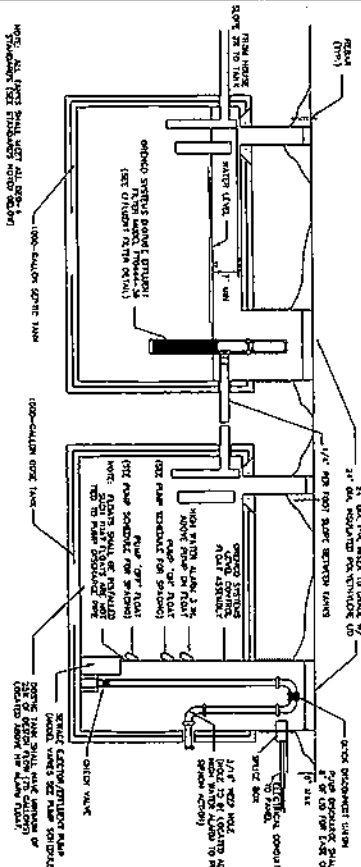


REVIEWED AND APPROVED:

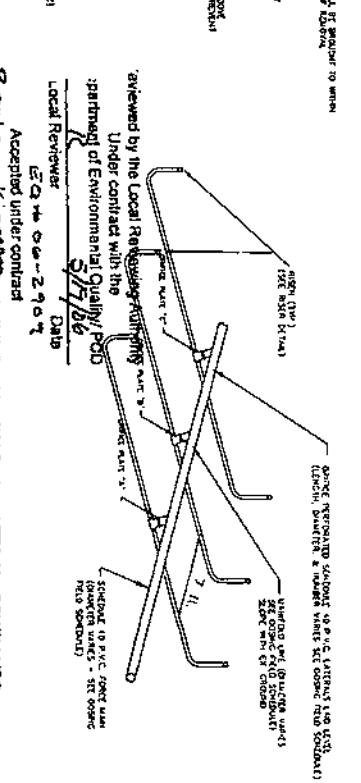
T. Kylan  
TED KYLANDER, R.S.  
ENVIRONMENTAL HEALTH PROGRAM  
YCCHD

Barbara Kingery for  
STEVE KILBREATH, SUPERVISOR  
SUBDIVISION SECTION  
PERMITTING & COMPLIANCE DIVISION  
DEPARTMENT OF ENVIRONMENTAL  
QUALITY

OWNERS NAME:  
LESLIE REYNOLDS, JR.



PRECAST SEPTIC TANK DOSING TANK DETAIL  
NOT TO SCALE

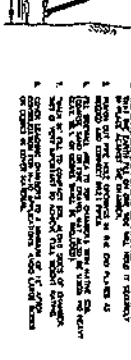
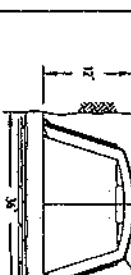
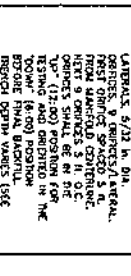
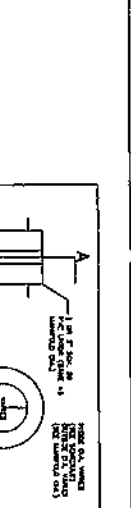
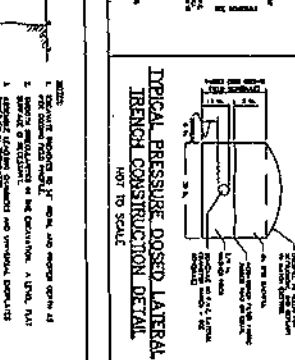
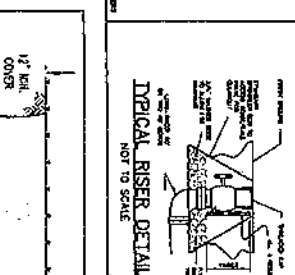
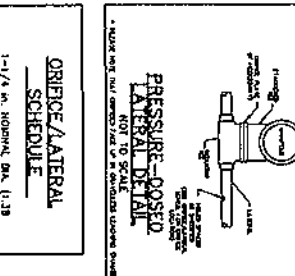
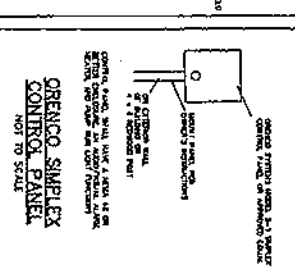
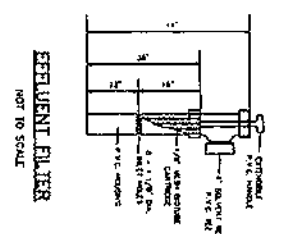


MANIFOLD & LATERAL SCHEMATIC  
NOT TO SCALE

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Page: 4 of 7  
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Yellowstone County HEALTH 0.00

**NOTES**

- 1) Check Engineer at the project site to determine if the proposed system is in compliance with the local health department's rules and regulations. The engineer shall be responsible for obtaining all necessary permits and approvals.
- 2) Contractor and/or supplier shall submit a schedule of materials for the system components for verification and approval.
- 3) Before installation, all materials shall be approved by the engineer. Shop drawings and piping curves must be submitted to the engineer for approval.
- 4) If detection difference differs by more than 3 feet, contact engineer to determine if a pump is required to maintain proper flow.
- 5) If there is any leakage from the system, contact the engineer to determine the cause of the leakage and the necessary repairs.
- 6) All PVC pipe shall be Schedule 40.



1) After testing, the system shall be inspected by the engineer. The engineer shall determine if the system is in compliance with the local health department's rules and regulations. The engineer shall be responsible for obtaining all necessary permits and approvals.

2) The system shall be installed in accordance with the local health department's rules and regulations. The contractor shall be responsible for obtaining all necessary permits and approvals.

3) The system shall be tested and approved by the engineer before the final inspection. The contractor shall be responsible for obtaining all necessary permits and approvals.

4) The system shall be maintained in accordance with the local health department's rules and regulations. The contractor shall be responsible for obtaining all necessary permits and approvals.

5) The system shall be inspected and approved by the engineer before the final inspection. The contractor shall be responsible for obtaining all necessary permits and approvals.

6) The system shall be tested and approved by the engineer before the final inspection. The contractor shall be responsible for obtaining all necessary permits and approvals.

7) The system shall be installed in accordance with the local health department's rules and regulations. The contractor shall be responsible for obtaining all necessary permits and approvals.

8) The system shall be tested and approved by the engineer before the final inspection. The contractor shall be responsible for obtaining all necessary permits and approvals.

9) The system shall be maintained in accordance with the local health department's rules and regulations. The contractor shall be responsible for obtaining all necessary permits and approvals.

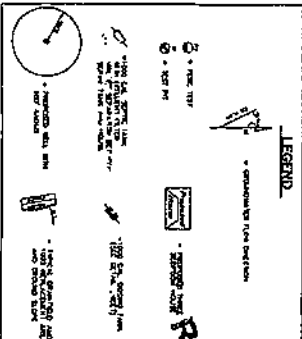
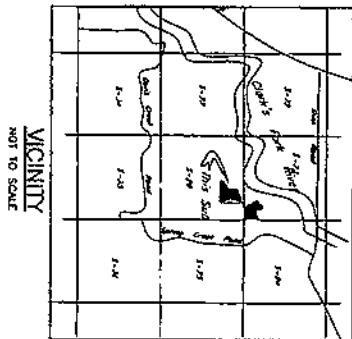
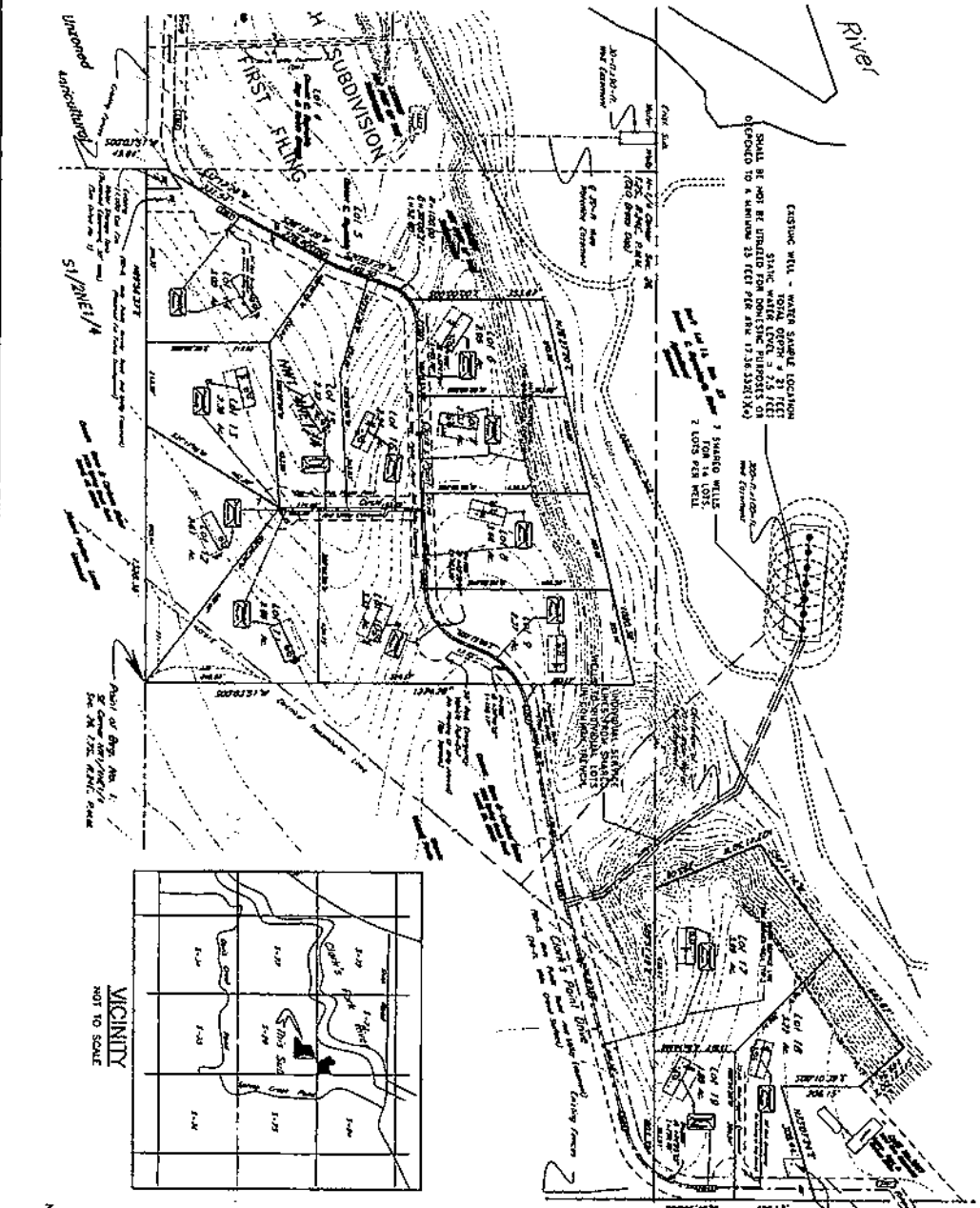
10) The system shall be inspected and approved by the engineer before the final inspection. The contractor shall be responsible for obtaining all necessary permits and approvals.

MT DEP HEALTH DIVISION RECEIVED MAY 20 2007

ENGINEERING, INC.  
Consulting Engineers and Land Surveyors  
BIRMINGHAM • ROCKY HAVEN

OVERALL SITE LAYOUT  
CORKOVER RANCH SUBDIVISION, SECOND PLUNG  
2007-05-09

PREPARED FOR: CLINT REYNOLDS  
 PREPARED BY: ENGINEERING, INC.  
 SCALE: 1" = 300'  
 SITE LAYOUT OF  
**CLARKS FORK RIVER RANCH SUBDIVISION, SECOND FILING**  
 SITUATED IN GOV'T. LOT 11 SEC. 25 & THE NW1/4NE1/4 OF SEC. 26, T25S., R24E., P.M.M.  
 YELLOWSTONE COUNTY, MONTANA



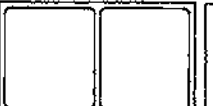
Accepted under contract  
 5-23-04  
 DEO Representative  
 Date  
 Local Reviewer  
 Department of Environmental Quality/DEQ  
 Under contract with the  
 Reviewed by the Local Reviewing Authority  
 EQ# 06-2909  
 Point of Day, No. 2  
 725 Park Blvd.  
 100 West  
 Billings, MT 59102

RECEIVED  
 MAY 9 2007  
 MT DEQ PUBLIC WORKS  
 & BUILDING DIVISION

Note: 2'-11" Contour Interval Within Sub. Building Area  
 10'-11" Contour Interval Outside Sub. Building Area

DATE	BY
ISSUED	JZ/ALD
REVISED	
APPROVED	
QUANTITY	
PRICE	
TOTAL	

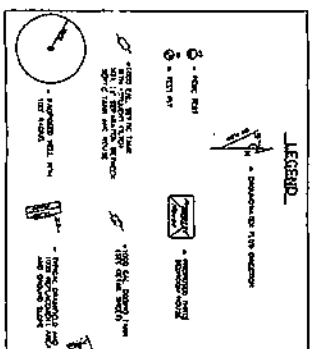
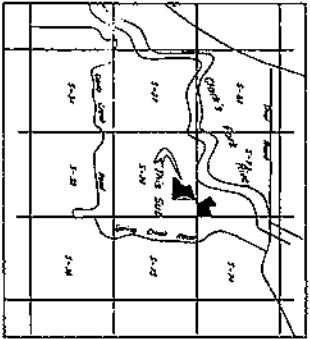
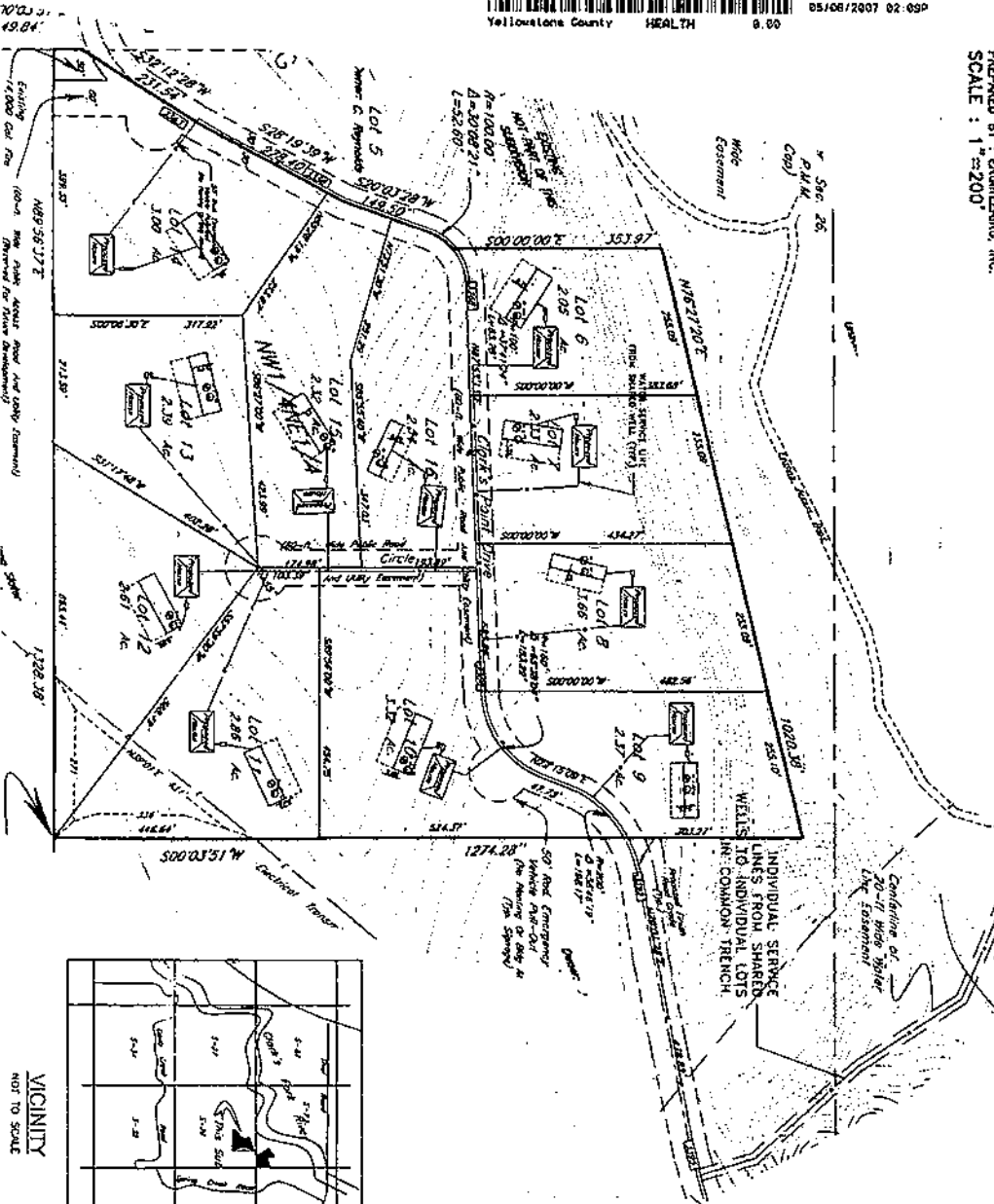
CLARKS FORK RIVER RANCH SUBDIVISION, SECOND FILING  
 (PARTIAL) LOT 11 SEC. 25 AND NW1/4 NE1/4 OF SEC. 26, T25S., R24E., P.M.M.  
 YELLOWSTONE COUNTY, MONTANA  
 OVERALL SITE LAYOUT



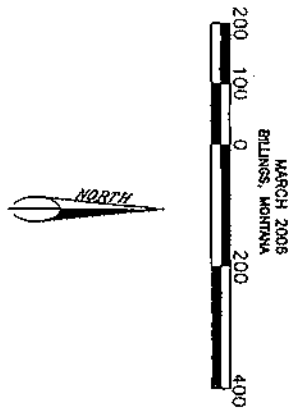
**ENGINEERING, INC.**  
 Consulting Engineers and Land Surveyors  
 BILLINGS • BOZEMAN

PREPARED FOR: CLINT RENOLDS  
 PREPARED BY: ENGINEERING, INC.  
 SCALE: 1"=200'

**SITE LAYOUT OF**  
**CLARKS FORK RIVER RANCH SUBDIVISION, SECOND FILING**  
 SITUATED IN GOV'T. LOT 11 SEC. 23 & THE NW1/4NE1/4 OF SEC. 26, T.25., R.24E., P.M.M.  
 YELLOWSTONE COUNTY, MONTANA



EG-06-2409  
 Reviewed by the Local Reviewing Authority  
 Under contract with the  
 Department of Environmental Quality/POD  
 5/22/06  
 Local Reviewer  
 Accepted under contract  
 5-23-06  
 Date



Note: 2-11. Contour Interval within Sub. Building Area  
 10-11. Contour Interval Outside Sub. Building Area

RECEIVED  
 MAY 23 2006  
 MT DEQ BUILDING DIVISION

CLARKS FORK RIVER RANCH SUBDIVISION, SECOND FILING  
 ENGINEERING, INC.  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 NORTON - GONTIER







C

**SUBDIVISION IMPROVEMENTS AGREEMENT**

**CLARKS FORK RIVER RANCH SUBDIVISION, 2<sup>nd</sup> Filing**

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of May, 2007, by and between The Leslie Clint Reynolds Jr. Trust and The Gene D. Slater and Corinna M. Slater Family Trust, hereinafter referred to as "Subdivider", and COUNTY OF YELLOWSTONE, MONTANA, hereafter referred to as "County".

WITNESSETH:

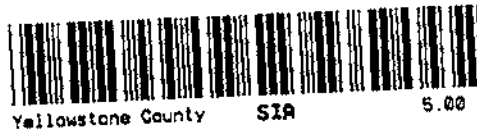
WHEREAS, the Preliminary Plat of Clarks Fork River Ranch Subdivision, 2<sup>nd</sup> Filing, located in Yellowstone County, Montana, was submitted to the Laurel-Yellowstone City-County Planning Department on the 14th day of October, 2005, which recommended, subject to certain conditions, its approval to the Board of County Commissioners of Yellowstone County.

WHEREAS, at a regular meeting held on the 10th day of January, 2006, said Board of Commissioners approved, subject to certain recommendations, a preliminary plat of Clarks Fork River Ranch Subdivision, 2<sup>nd</sup> Filing.

WHEREAS, a Subdivision Improvement Agreement is required between the County and Subdivider/Owner prior to the filing of the final plat.

NOW, THEREFORE, the parties to this Agreement, for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

- (1) a. No street improvements are proposed for Spring Creek Road at this time but are included in the Waiver.
- (2) Access to the subdivision will be via Clarks Point Drive, a public access road, located off Spring Creek Road. Clarks Point Drive was recently constructed to Yellowstone County Standards and no improvements are needed at this time. The maintenance of Clarks Point Drive will be accomplished with RSID



No. 709M, which was created for such purposes. The existing RSID will be revised to include this subdivision.

The future access road along the west boundary of Lot 14 is to allow access for future development and will not be constructed until required by such development, and shall be at the expense of said development.

The emergency vehicle pull-outs shall be constructed to Yellowstone County Road Standards and no buildings or planting of shrubbery, trees, etc. shall be allowed. These pull-outs are to remain vacant and clear of any obstructions and shall have adequate signage to insure of the public notification of this policy.

(3) Fire Protection:

- a. Fire protection shall be provided by the Laurel Volunteer Fire Department.
- b. Each lot shall have a 4x4 post with the approved address installed at the intersection of the driveway and Clarks Point Drive at the earliest stages of lot development.
- c. The subdivider, Leslie Clinton Reynolds Jr., has installed two underground water storage tanks for the use of fire resuppressants. Said tanks are of 14,000 and 18,000 gallons and were installed as per the Laurel Volunteer Fire Department's Standards and was inspected and approved by said Department.

The general maintenance and upkeep of this system shall be the responsibility of the Clarks Fork River Ranch Subdivision Property Owners Association.

Tanks are to be refilled by a private water hauler employed by the Clarks Fork River Ranch Association. Water used by the fire department outside the subdivision shall be replaced by the said fire department.

(4) Public water and sanitary sewer are not available in the Subdivision at this time. Individual on site sewer systems shall be installed as approved by the State Department of Environmental Quality.

Water shall be supplied by individual wells located outside the subdivision boundaries (offsite). The wells and water service lines shall be installed as approved by the Montana Department of Environmental Quality.

The Subdivider, Leslie Clinton Reynolds Jr., shall construct the individual water service lines to each lot. The individual lot owners shall be responsible for the construction and installation of their individual well and pumping systems. Upon completion of construction, easements shall be created for these wells and service lines based upon their true as-built locations, said



easements shall be filed with the Yellowstone County Clerk and Recorder with-in 10-days of as-build survey of said wells and water lines. A copy of the easements shall be provided to the Laurel-Yellowstone City-County Planning Board.

- (5) Stormwater surface runoff will be handled by on-site absorption.
- (6) All noxious weeds on the latest Yellowstone County Noxious Weeds List will be controlled on all properties in the subdivision. A Noxious Weed Plan will be filed and updated annually for approval by the Yellowstone County Weed Board. It must contain the noxious weeds being addressed and the pan for control of those weeds. All cost of noxious weed control is the responsibility of the property owners of record.
- (7) The Owner of record shall provide for the restoration of sites within the public right of way disturbed during construction of driveways and culverts, as follows:
  - A. Broadcast Seed
  - B. Seed Type and Rate of Application
 

Smooth Bromegrass	8-lbs per Acre
Crested Wheatgrass	4-lbs per Acre
Winter Wheat	10-lbs per Acre
  - C. Fertilizer
    - 100-lbs of 0-45-0 Phosphate per Acre
  - D. Roller pack a minimum of three times after broadcasting seed to pack seed ¼-in. into soil.
  - E. Seed November to March, or as authorized by Yellowstone County Weed District.
  - F. Seed must be certified noxious weed seed free.
- (8) Subdivider notes that there are no regular police patrols in the area of the subdivision and emergency medical services have to come from either Laurel by ground ambulance or from Billings via air ambulance. Please note, due to the subdivisions rural location, the response time for emergency services are longer than it would be for a subdivision located closer to the community providing such services.



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- (9) Subdivider agrees to provide for any necessary adjustments or alterations to existing improvements which are necessary, but such adjustments or alterations are limited to those improvements required to make the improvements contemplated by this agreement, without cost to the County.
- (10) There is attached hereto a Waiver covering the right to protest creation of a Rural Special Improvements District (RSID), or Special Improvements District (SID), which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point.
- (11) In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, or to give any notice required herein, then the prevailing party, or the party giving notice, shall be entitled to reasonable attorney fees and costs.
- (12) The covenants, agreements and statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.
- (13) Any amendments or modifications of this Agreement, or any provision herein shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of this document.
- (14) The owners of the properties involved in this proposed subdivision by signature subscribed herein below agree, consent and shall be bound by the provisions of this Agreement.
- (15) Survey monuments will be installed in compliance with the State of Montana Administrative Rules.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.



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"SUBDIVIDERS"

Leslie Clinton Reynolds Jr.  
The Leslie Clinton Reynolds Jr., subdivider/developer  
By: Leslie Clinton Reynolds Jr. Trustee

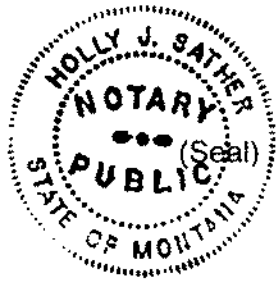
STATE OF MONTANA )ss:  
County of Yellowstone)

On this 29<sup>th</sup> day of March, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Leslie Clinton Reynolds Jr., known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same in his capacity as Trustee of THE LESLIE CLINTON REYNOLDS JR. TRUST.

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

Holly J Sather  
Notary printed name

Holly J Sather  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission expires March 30, 2010





Gene D. Slater Trustee      Corinna M. Slater Trustee

The Gene D. Slater and Corinna M. Slater Family Trust, record owners  
By: Gene d. Slater, Trustee                      By: Corinna M. Slater, Trustee

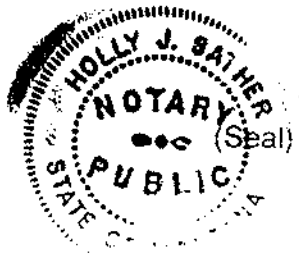
STATE OF MONTANA )ss:  
County of Yellowstone)

On this 29<sup>th</sup> day of March, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Gene D. & Corinna M. Slater, husband and wife, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same in their capacity as Trustees of THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST.

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

Holly J Sather  
Notary printed name

Holly J Sather  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission expires March 30, 2010





This agreement is hereby approved and accepted by Yellowstone County, this 7<sup>th</sup> day of May, 2007.

STATE OF MONTANA )  
                                  : ss  
County of Yellowstone )

County of Yellowstone  
Board of County Commissioners

By: [Signature]  
                                  Chairman  
[Signature]  
                                  Commissioner  
[Signature]  
                                  Commissioner

Attest: [Signature]  
                                  County Clerk and Recorder

STATE OF MONTANA )  
                                  : ss  
County of Yellowstone )

On this 7<sup>th</sup> day of May, 2007, before me, a Notary Public in and for the State of Montana, personally appeared James E. Reed, Bill Kennedy, John Ostlund, and Tony Nave, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

[Signature]  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Jeri Reitz  
PRINTED NAME OF NOTARY  
RESIDING AT Billings  
MY COMMISSION EXPIRES 2-27-2010







**WAIVER OF RIGHTS TO PROTEST**

FOR VALUABLE CONSIDERATION, the undersigned, Owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement District (RSID), or Special Improvement District (SID), for the construction and maintenance of streets, curbs and gutter, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance of improvements, traffic control devices on site and off site as determined by an overall traffic accessibility study, sanitary sewer lines, water lines, valley gutters, culverts, storm sewer lines either within or without the area to provide drainage for runoff water from the real property hereinafter described, park improvements and park maintenance district, and other incidental improvements which the County of Yellowstone may require.

The waiver and agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property herein above mentioned is more particularly described as follows, to-wit:

All of Clarks Fork River Ranch Subdivision 2<sup>nd</sup> Filing, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

WAIVER signed and dated this 29<sup>th</sup>, day of March, 2007.

"SUBDIVIDERS"

LESLIE CLINTON REYNOLDS JR. TRUST

By: Leslie Clinton Reynolds Jr.  
Leslie Clinton Reynolds Jr., Trustee

THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST

By: Gene D. Slater Jr. By: Corinna M. Slater Tr.  
Gene D. Slater, Trustee Corinna M. Slater, Trustee



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05/08/2007 02:09P

STATE OF MONTANA )ss:  
County of Yellowstone)

On this 25<sup>th</sup> day of March, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Leslie Clinton Reynolds Jr., known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same in his capacity as Trustee of THE LESLIE CLINTON REYNOLDS JR. TRUST.

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

Holly J Sather  
Notary printed name



Holly J Sather  
Notary Public for the State of Montana  
Residing at Yellowstone CO, Montana  
My Commission expires March 30, 2010

STATE OF MONTANA )ss:  
County of Yellowstone)

On this 25<sup>th</sup> day of March, 2007, before me, a Notary Public in and for the State of Montana, personally appeared Gene D. & Corinna M. Slater, husband and wife, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same in their capacity as Trustees of THE GENE D. SLATER & CORINNA M. SLATER FAMILY TRUST.

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

Holly J Sather  
Notary printed name



Holly J Sather  
Notary Public for the State of Montana  
Residing at Yellowstone CO, Montana  
My Commission expires March 30, 2010



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05/08/2007 02:09P

Return to:  
Clint Reynolds  
2930 Wise Lane  
Billings, MT 59101

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE CLARKS FORK RIVER RANCH  
1936 Spring Creek Road, Laurel, Montana**

This amendment to the Declaration of Covenants, Conditions and Restrictions for the Clarks Fork River Ranch (the "Ranch") is made this 25<sup>th</sup> day of March, 2006 by the undersigned parties. 2007

**RECITALS:**

WHEREAS, on October 16, 2003 the Declaration of Covenants, Conditions and Restrictions for the Clarks Fork River Ranch (the "Original Covenants") were duly recorded with the records of the Clerk and Recorder for Yellowstone County, Montana under Document No. 3258435.

WHEREAS, pursuant to its Section 1, entitled "Applicability, Term, and Modification" the Original Covenants can be modified with written consent, duly recorded with the Yellowstone County Clerk and Recorder, of the Declarants and not less than seventy percent of the owners of the parcels of the Clarks Fork River Ranch (the "Ranch").

WHEREAS, the undersigned include the Declarants of the Original Covenants and at least seventy percent of the owners of parcels in the Ranch.

WHEREAS, the purpose of this agreement is to amend the terms of the Original Covenants by the terms stated herein. All other terms of the Original Covenants not specifically amended herein shall remain unamended.

**AMENDMENT TERMS:**

**1. Amendment to definition of Declarants:**

The term "Declarants," whenever used herein or in the Original Covenants shall hereafter mean the "Leslie Clinton Reynolds Jr. Trust". Wherever consent of the "declarants" is required, only the consent of the Leslie Clinton Reynolds JR. Trust, or its successors or assigns is required.

**2. Amendment to properties governed by Original Covenants:**

All covenants, conditions, and restrictions of the Original Covenants and any modifications thereto, including those modifications listed herein, apply to and govern the following:



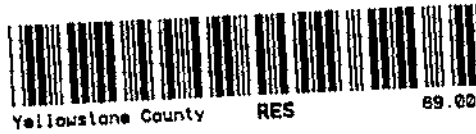
All five (5) lots of the Clarks Fork River Ranch Subdivision, (1<sup>st</sup> Filing), listed as Lots 1, 2, 3, 4, and 5 of Government Lot 1 and the NW¼ NE¼ of Section 26, T.2S., R.24E., P.M.M., as described on the plat duly recorded with the records of the Clerk and Recorder for Yellowstone County, Montana under Document No. 3258430, and

All additional lots of the Clarks Fork River Ranch Subdivision, 2<sup>nd</sup> Filing, listed as Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 of Government Lot 11, Section 23 and the NW¼ NE¼ of Section 26, T.2S., R.24E., P.M.M., as described on the plat duly recorded with the records of the Clerk and Recorder for Yellowstone County, Montana under Document No. 3421834.

It is the intent of the Declarants that only Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, as shown on the two plats described immediately above, (hereafter known as the "Ranch Parcels") are bound by the terms of the Original Covenants and any modification thereto, including those modifications listed herein. Any and all land that is shown on the above-described plats and that are not denoted herein as a Ranch Parcel, including land that is denoted on the plats as "unzoned" "vacant" "pasture" or "agricultural" are not bound by the Original Covenants and any modifications thereto, including those listed modifications herein.

**3. Amendment to Paragraph 1 entitled "Applicability, Term and Modification":**  
The Restrictions and uses created and established herein and in the Original Covenants may be amended at any time by being waived, abandoned, terminated, modified, altered, added to, or changed as to the whole of the Ranch or any portion thereof with the written consent, duly recorded with the Yellowstone County Clerk and Recorder, of 1) the Declarant so long as the Declarant or Leslie Clinton Reynolds owns any interest, equitable or legal, in one or more Ranch Parcels, and 2) not less than seventy percent of the owners of Ranch Parcels affected by the amendment. The seventy percent may include the Declarant's written consent. If Declarant or Leslie Clinton Reynolds does not own any interest, equitable or legal, in one or more Ranch Parcels at the time of the proposed waiver, abandonment, termination, modification, alteration, addition, or change, the written consent of Declarant is not required, but written consent of not less than seventy percent of the owners of the Ranch Parcels affected by the amendment is required.

**4. Amendment and addition to Paragraph 3 entitled "Architectural Control and Planning Committee":**  
The Committee shall consist of not less than three (3) and not more than five (5) owners of Ranch Parcels elected at the annual meeting of the Board of Directors by a simple majority. Directors can but are not required to be elected to the Committee. The Committee shall be elected for a term set by a simple majority vote of the Board of Directors, but not less than one year. Any vacancy in the Committee occurring before the next annual meeting of the Board of Directors shall be filled by simple majority vote of the Board of Directors. The Committee shall adopt by simple majority the procedures for



application, consideration, and approval of any building or landscaping pursuant to the Architectural Guidelines, a copy of which is attached hereto as Addendum A.

**5. Amendment and addition to Paragraph 4 entitled "Size and Placement of Structural Improvements":**

No mobile homes, modular homes, or prefabricated structures used for residential living shall be allowed on any Ranch Parcel.

Residences or dwellings are not required to have at least fifty percent of its exterior finish unpainted natural wood.

All fences installed on any property covered by these restrictions shall be a minimum of three rails and be made of wood or PVC materials. All wood fence designs shall be turned 3" - 3 1/2" rails doweled into turned 5" to 6" wood posts. All wood fences shall be stained and sealed and maintained with a natural color semitransparent stain or equal product. All wood fences shall reflect a maintained look and be sealed regularly. All fences made of PVC materials shall be constructed of tan colored PVC with 6" X 6" square posts slotted to receive 2" X 6" rails. Other fence types are not allowed unless approved in writing by the Committee. Any discrepancy or dispute about fencing materials under this Paragraph shall be resolved by the Committee.

**6. Amendment and addition to Paragraph 5 entitled "General Restrictions and Requirements":**

Paragraph 5d) and 5s): Propane tanks are allowed on the Property, but must be buried underground. No other tank shall be installed on the Ranch or buried below the ground. No other liquid fuel is allowed to be stored on the property.

Paragraph 5p): Every Improvement constructed or placed on any Ranch Parcel must be completed within six (6) months after such construction or placement began, including repairs commenced pursuant to Paragraph 5(o) herein. During construction and maintenance of any improvement constructed or placed on any Ranch Parcel, the owner of the Ranch Parcel is responsible to keep all street surfaces that are impacted by the construction clean and free of damage beyond normal wear and tear. Upon reasonable written notice to the owner, the Association may opt to pay for cleaning and repair of any street made dirty or damaged by the negligence of the offending owner. If the Association pays for the cleaning or repair the owner is responsible to reimburse the Association within 15 calendar days of the Association's service on him/her/them of a copy of the invoice paid. If the owner fails to reimburse the Association by the 16<sup>th</sup> day after the Association's service on him/her/them, the Association may assess him/her/them charges under the procedures set forth in Paragraph 7. Service under this section shall be defined as placing such notice or invoice, addressed to the owner, in the United States Postal Service with pre-paid postage affixed.



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Paragraph 5t): Manufactured metal coral fencing may be used to create a coral not more than 1600 sq. ft. within the 5000 sq. ft. open area. Metal coral fencing must be maintained and painted to reflect a new appearance.

Paragraph 5z): Hunting is not allowed on any Ranch Parcel. Fireworks are not allowed on any Ranch Parcel.

**7. Amendment and addition to Paragraph 7 entitled "Clarks Fork River Ranch Property Owners Association":**

The Bylaws of the Clarks Fork River Ranch Property Owners' Association, recorded on October 16, 2003 with the records of the Yellowstone County Clerk and Recorder under Document No. 3258436 (the "Bylaws"), and its amendments, are incorporated herein. Any discrepancy between these restrictions or the Original Restrictions and the Bylaws shall be resolved in favor of the terms of the Bylaws.

Paragraph 7b): The Association shall have a Board of Directors, the members and powers of which are appointed and determined as stated in the Articles of Organization/Incorporation and the Bylaws.

Paragraph 7c): Membership interests of property held as common property or owned by more than one owner is determined as stated in the Bylaws.

This Paragraph contains two subparagraphs that are both denoted as subparagraph "e)." The latter subparagraph should be changed to be denoted as subparagraph "f)."

**8. Amendment and addition to Paragraph 8 entitled "Ownership of Streets":**

Paragraph 8 will be changed to be entitled "Ownership of Streets and Common Areas." The following language will be added to this paragraph: All areas of property governed by these restrictions which are denoted in writing by the Association as common to all owners of property within the Subdivision ("Common Areas") will allow only foot and equestrian traffic and no motorized vehicles shall be allowed. Hours of use of Common Areas shall be limited to 7:00 a.m. to 10:00 p.m.

**9. Amendment and addition to Paragraph 10 entitled "Grantee's Title":**

Paragraph 10c): The reservation to Declarants of all rights that Declarant owned on the date of the conveyance to the oil, gas, gasoline, and other hydrocarbon substances and all other minerals underlying and within the boundaries of such parcel below a depth of 100 feet, without right to surface entry.

In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive covenants without setting forth such restrictions and covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and



covenants set forth herein and the Original Restrictions, whether or not there is a specific reference to the same in a deed or conveyance.

**10. Amendment to Paragraph 17 entitled "Notice":**

If notice is required pursuant to these Restrictions, it shall be sent to the Clarks Fork River Ranch Association c/o Mr. Clint Reynolds of 2930 Wise Lane, Billings, MT 59101.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above set forth,

Leslie Clinton Reynolds Jr. Trustee

BY: [Signature]

STATE OF MONTANA )

: ss

County of Yellowstone )

On this 25<sup>th</sup> day of March, 2007, before me, a Notary Public for the State of Montana, personally appeared the Leslie Clinton Reynolds Jr. Trustee, known to me to be the person whose name is signed above, executing this Declaration.



Holly J Sathler  
[Signature]  
Notary Public for the State of Montana  
Residing at Billings, Montana  
Commission expires on: March, 30 2010



IN WITNESS WHEREOF, the following has hereunto set their hands as of this

29<sup>th</sup> day of ~~September~~, 2006.

*29<sup>th</sup>*

*March 2007*

*Gene D. Slater Jr.*  
*Corinna M. Slater W.*

STATE OF MONTANA )

:ss.

County of Yellowstone )

On this *29<sup>th</sup>* day of ~~September~~, *March 2007*, before me, the undersigned, a Notary Public of the State of Montana, personally appeared *Gene D. Slater*, *Corinna M. Slater*, known to me to be the persons that executed the within instrument and acknowledged to me they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



*Holly J. Sather*

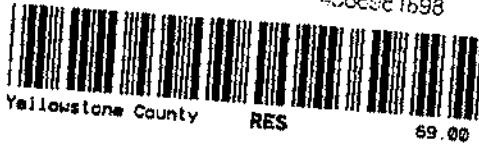
NOTARY PUBLIC for the State of Montana

Printed Name: *Holly J. Sather*

Residing at *Yellowstone County*

My Commission expires *March 30, 2010*





3421837

Page: 7 of 7  
05/08/2007 02:09P

IN WITNESS WHEREOF, the following has hereunto set their hands as of this  
2nd day of ~~September, 2006~~  
January 2007

Mary H. Feil  
Douglas L. Feil

STATE OF MONTANA )  
Flathead ) ss.  
County of Yellowstone )

On this 2nd day of ~~September, 2006~~ January 2007, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Mary H. Feil Douglas L. Feil known to me to be the persons that executed the within instrument and acknowledged to me they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written

Sheila D. Henderson

NOTARY PUBLIC for the State of Montana  
Printed Name: Sheila D. Henderson  
Residing at Kaispell, MT  
My Commission expires May 31, 2007





Return to:  
Clint Reynolds  
2930 Wise Lane  
Billings, MT 59101

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE CLARKS FORK RIVER RANCH  
1936 Spring Creek Road, Laurel, Montana**

This amendment to the Declaration of Covenants, Conditions and Restrictions for the Clarks Fork River Ranch (the "Ranch") is made this 25<sup>th</sup> day of March, ~~2006~~ 2007 by the undersigned parties.

**RECITALS:**

WHEREAS, on October 16, 2003 the Declaration of Covenants, Conditions and Restrictions for the Clarks Fork River Ranch (the "Original Covenants") were duly recorded with the records of the Clerk and Recorder for Yellowstone County, Montana under Document No. 3258435.

WHEREAS, pursuant to its Section 1, entitled "Applicability, Term, and Modification" the Original Covenants can be modified with written consent, duly recorded with the Yellowstone County Clerk and Recorder, of the Declarants and not less than seventy percent of the owners of the parcels of the Clarks Fork River Ranch (the "Ranch").

WHEREAS, the undersigned include the Declarants of the Original Covenants and at least seventy percent of the owners of parcels in the Ranch.

WHEREAS, the purpose of this agreement is to amend the terms of the Original Covenants by the terms stated herein. All other terms of the Original Covenants not specifically amended herein shall remain unamended.

**AMENDMENT TERMS:**

**1. Amendment to definition of Declarants:**

The term "Declarants," whenever used herein or in the Original Covenants shall hereafter mean the "Leslie Clinton Reynolds Jr. Trust". Wherever consent of the "declarants" is required, only the consent of the Leslie Clinton Reynolds JR. Trust, or its successors or assigns is required.

**2. Amendment to properties governed by Original Covenants:**

All covenants, conditions, and restrictions of the Original Covenants and any modifications thereto, including those modifications listed herein, apply to and govern the following:



All five (5) lots of the Clarks Fork River Ranch Subdivision, (1<sup>st</sup> Filing), listed as Lots 1, 2, 3, 4, and 5 of Government Lot 1 and the NW¼ NE¼ of Section 26, T.2S., R.24E., P.M.M., as described on the plat duly recorded with the records of the Clerk and Recorder for Yellowstone County, Montana under Document No. 3258430, and

All additional lots of the Clarks Fork River Ranch Subdivision, 2<sup>nd</sup> Filing, listed as Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 of Government Lot 11, Section 23 and the NW¼ NE¼ of Section 26, T.2S., R.24E., P.M.M., as described on the plat duly recorded with the records of the Clerk and Recorder for Yellowstone County, Montana under Document No. 3421834.

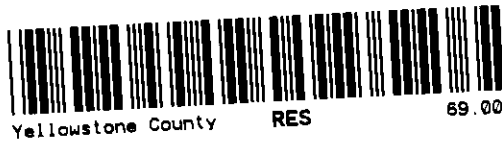
It is the intent of the Declarants that only Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, as shown on the two plats described immediately above, (hereafter known as the "Ranch Parcels") are bound by the terms of the Original Covenants and any modification thereto, including those modifications listed herein. Any and all land that is shown on the above-described plats and that are not denoted herein as a Ranch Parcel, including land that is denoted on the plats as "unzoned" "vacant" "pasture" or "agricultural" are not bound by the Original Covenants and any modifications thereto, including those listed modifications herein.

**3. Amendment to Paragraph 1 entitled "Applicability, Term and Modification":**

The Restrictions and uses created and established herein and in the Original Covenants may be amended at any time by being waived, abandoned, terminated, modified, altered, added to, or changed as to the whole of the Ranch or any portion thereof with the written consent, duly recorded with the Yellowstone County Clerk and Recorder, of 1) the Declarant so long as the Declarant or Leslie Clinton Reynolds owns any interest, equitable or legal, in one or more Ranch Parcels, and 2) not less than seventy percent of the owners of Ranch Parcels affected by the amendment. The seventy percent may include the Declarant's written consent. If Declarant or Leslie Clinton Reynolds does not own any interest, equitable or legal, in one or more Ranch Parcels at the time of the proposed waiver, abandonment, termination, modification, alteration, addition, or change, the written consent of Declarant is not required, but written consent of not less than seventy percent of the owners of the Ranch Parcels affected by the amendment is required.

**4. Amendment and addition to Paragraph 3 entitled "Architectural Control and Planning Committee":**

The Committee shall consist of not less than three (3) and not more than five (5) owners of Ranch Parcels elected at the annual meeting of the Board of Directors by a simple majority. Directors can but are not required to be elected to the Committee. The Committee shall be elected for a term set by a simple majority vote of the Board of Directors, but not less than one year. Any vacancy in the Committee occurring before the next annual meeting of the Board of Directors shall be filled by simple majority vote of the Board of Directors. The Committee shall adopt by simple majority the procedures for



application, consideration, and approval of any building or landscaping pursuant to the Architectural Guidelines, a copy of which is attached hereto as Addendum A.

**5. Amendment and addition to Paragraph 4 entitled "Size and Placement of Structural Improvements":**

No mobile homes, modular homes, or prefabricated structures used for residential living shall be allowed on any Ranch Parcel.

Residences or dwellings are not required to have at least fifty percent of its exterior finish unpainted natural wood.

All fences installed on any property covered by these restrictions shall be a minimum of three rails and be made of wood or PVC materials. All wood fence designs shall be turned 3" - 3 1/2" rails doweled into turned 5" to 6" wood posts. All wood fences shall be stained and sealed and maintained with a natural color semitransparent stain or equal product. All wood fences shall reflect a maintained look and be sealed regularly. All fences made of PVC materials shall be constructed of tan colored PVC with 6" X 6" square posts slotted to receive 2" X 6" rails. Other fence types are not allowed unless approved in writing by the Committee. Any discrepancy or dispute about fencing materials under this Paragraph shall be resolved by the Committee.

**6. Amendment and addition to Paragraph 5 entitled "General Restrictions and Requirements":**

Paragraph 5d) and 5s): Propane tanks are allowed on the Property, but must be buried underground. No other tank shall be installed on the Ranch or buried below the ground. No other liquid fuel is allowed to be stored on the property.

Paragraph 5p): Every Improvement constructed or placed on any Ranch Parcel must be completed within six (6) months after such construction or placement began, including repairs commenced pursuant to Paragraph 5(o) herein. During construction and maintenance of any improvement constructed or placed on any Ranch Parcel, the owner of the Ranch Parcel is responsible to keep all street surfaces that are impacted by the construction clean and free of damage beyond normal wear and tear. Upon reasonable written notice to the owner, the Association may opt to pay for cleaning and repair of any street made dirty or damaged by the negligence of the offending owner. If the Association pays for the cleaning or repair the owner is responsible to reimburse the Association within 15 calendar days of the Association's service on him/her/them of a copy of the invoice paid. If the owner fails to reimburse the Association by the 16<sup>th</sup> day after the Association's service on him/her/them, the Association may assess him/her/them charges under the procedures set forth in Paragraph 7. Service under this section shall be defined as placing such notice or invoice, addressed to the owner, in the United States Postal Service with pre-paid postage affixed.



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Paragraph 5t): Manufactured metal coral fencing may be used to create a coral not more than 1600 sq. ft. within the 5000 sq. ft. open area. Metal coral fencing must be maintained and painted to reflect a new appearance.

Paragraph 5z): Hunting is not allowed on any Ranch Parcel. Fireworks are not allowed on any Ranch Parcel.

**7. Amendment and addition to Paragraph 7 entitled "Clarks Fork River Ranch Property Owners Association":**

The Bylaws of the Clarks Fork River Ranch Property Owners' Association, recorded on October 16, 2003 with the records of the Yellowstone County Clerk and Recorder under Document No. 3258436 (the "Bylaws"), and its amendments, are incorporated herein. Any discrepancy between these restrictions or the Original Restrictions and the Bylaws shall be resolved in favor of the terms of the Bylaws.

Paragraph 7b): The Association shall have a Board of Directors, the members and powers of which are appointed and determined as stated in the Articles of Organization/Incorporation and the Bylaws.

Paragraph 7c): Membership interests of property held as common property or owned by more than one owner is determined as stated in the Bylaws.

This Paragraph contains two subparagraphs that are both denoted as subparagraph "e)." The latter subparagraph should be changed to be denoted as subparagraph "f).".

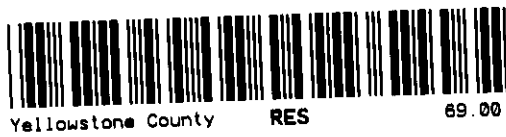
**8. Amendment and addition to Paragraph 8 entitled "Ownership of Streets":**

Paragraph 8 will be changed to be entitled "Ownership of Streets and Common Areas." The following language will be added to this paragraph: All areas of property governed by these restrictions which are denoted in writing by the Association as common to all owners of property within the Subdivision ("Common Areas") will allow only foot and equestrian traffic and no motorized vehicles shall be allowed. Hours of use of Common Areas shall be limited to 7:00 a.m. to 10:00 p.m.

**9. Amendment and addition to Paragraph 10 entitled "Grantee's Title":**

Paragraph 10c): The reservation to Declarants of all rights that Declarant owned on the date of the conveyance to the oil, gas, gasoline, and other hydrocarbon substances and all other minerals underlying and within the boundaries of such parcel below a depth of 100 feet, without right to surface entry.

In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive covenants without setting forth such restrictions and covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and



covenants set forth herein and the Original Restrictions, whether or not there is a specific reference to the same in a deed or conveyance.

**10. Amendment to Paragraph 17 entitled "Notice":**

If notice is required pursuant to these Restrictions, it shall be sent to the Clarks Fork River Ranch Association c/o Mr. Clint Reynolds of 2930 Wise Lane, Billings, MT 59101.

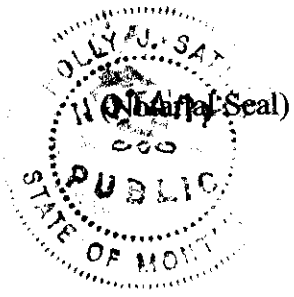
IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above set forth,

Leslie Clinton Reynolds Jr. Trustee

BY: [Signature]

STATE OF MONTANA     )  
  : SS  
County of Yellowstone     )

On this 25<sup>th</sup> day of March, <sup>2007</sup>~~2006~~, before me, a Notary Public for the State of Montana, personally appeared the Leslie Clinton Reynolds Jr. Trustee, known to me to be the person whose name is signed above, executing this Declaration.



Holly J Sathyer  
Holly J Sathyer  
Notary Public for the State of Montana  
Residing at Billings, Montana  
Commission expires on: March, 30 2010



IN WITNESS WHEREOF, the following has hereunto set their hands as of this

29<sup>th</sup> day of ~~September~~, 2006.

*ems*

*MS* March 2007

*Gene D. Slater Jr.*

*Corinna M. Slater W.*

STATE OF MONTANA )

:SS.

County of Yellowstone )

On this 29<sup>th</sup> day of ~~September~~, March 2007, before me, the undersigned, a Notary Public of the State of Montana, personally appeared *Gene D. Slater*, *Corinna M. Slater*, known to me to be the persons that executed the within instrument and acknowledged to me they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



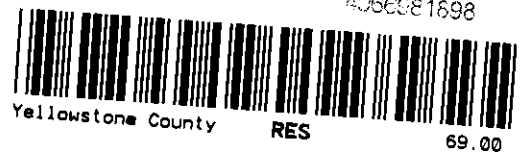
*Holly J. Sakher*

NOTARY PUBLIC for the State of Montana

Printed Name: *Holly J. Sakher*

Residing at *Yellowstone County*

My Commission expires *March 30, 2010*



IN WITNESS WHEREOF, the following has hereunto set their hands as of this  
~~2nd~~ day of ~~September, 2006~~  
January 2007

Mary H. Feil  
Douglas L. Feil

STATE OF MONTANA )  
                  Flathead ) ss.  
County of Yellowstone )

On this 2nd day of January 2007  
~~September, 2006~~, before me, the undersigned, a Notary  
Public of the State of Montana, personally appeared Mary H. Feil Douglas L. Feil  
known to me to be the persons that executed the within instrument and acknowledged to  
me they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal as of the day and year first above written

Sheila D. Henderson  
NOTARY PUBLIC for the State of Montana  
Printed Name: Sheila D. Henderson  
Residing at Kalspell, MT  
My Commission expires May 31, 2007

