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BOOK 381 PAGE 374

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KM**LONESOME DOVE RANCH****DECLARATION OF PROTECTIVE****COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION, made this 24th day of May, 1994
by Ray Gerawan, and BIG SKY LUMBER CO., an Oregon Joint Venture composed of
The Blixseth Group, Inc., an Oregon corporation; Wiley Mt., Inc., an Oregon
corporation; and Leelynn, Inc., an Oregon corporation, having one of its principal places
of business at 22nd East Mendenhall, Bozeman, Montana 59715, hereinafter collectively
called Declarant,

WITNESSETH:

WHEREAS, Declarant is the Equitable owner of all that certain real property know as
Lonesome Dove Ranch, described particularly as a platted subdivision located in Sections
27 & 35, T7S, R1W, P.M.M., Madison County, State of Montana, all as shown in those
plats annexed hereto and designated Addendum A.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held,
occupied, improved, transferred, sold, leased, and conveyed subject to the easements,
Protective Covenants, Conditions, and Restrictions declared and agreed to be in
furtherance of a uniform scheme of development of the Property; and said Protective
Covenants, Conditions, and Restrictions, and other provisions of the Declaration are
intended to enhance and protect the value and desirability of the Property as a whole and
mutually to benefit each owner or future owner of a part thereof, and to the benefit,
preservation, and maintenance of the roads; and that this Declaration of Protective
Covenants, Conditions, and Restrictions shall be deemed to run with the land and be a
burden and benefit to all persons acquiring and owning an interest in any part of the
Property and their grantees, heirs, devisees, successors, and assigns.

ARTICLE 1: DEFINITIONS

Section 1. "Association" shall mean and refer to Lonesome Dove Ranch Home Owners
Association, a proposed Montana non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property herein before
described, and such additions thereto as may hereafter be brought within the jurisdiction of
the Association.

Section 3. "Tract" shall mean and refer to any parcel of land specified herein as subject to
this Declaration.

Section 4. "Owner" shall mean and refer to every person or entity who is the owner of a fee
or of the equitable title of any Tract which is a part of the Property, including buyers under a
contract for deed, but excluding those having such interest merely as security for the
performance of an obligation.

Section 5. "Declarant" shall mean and refer to Ray Gerawan, his heirs, successors or
assigns, if such heirs, successors or assigns should acquire the entire interest of the said
property.

Section 6. "Declaration" shall mean and refer to this Declaration of Protective Covenants,
Conditions, and Restrictions.

Section 7. "Members" shall mean the Declarant and the Owners together with such persons as the by-laws of the Association may provide.

Section 8. "Class A members" shall be all Members except the Declarant.

Section 9. "Class B Members" shall be the Declarant.

ARTICLE II: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

Every person or entity who is the owner of a fee or the equitable title, when purchasing under a contract for deed, of a Tract which is subject to the Declaration and to assessment by the Association, including buyers under a contract for deed, shall be a Member of the Association. For the purpose of determining membership, such ownership shall be deemed to have vested upon the recording of a duly executed deed or a notice of purchaser's interest to the grantee or vendee with the Clerk and Recorder of Madison County, Montana. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Tract which is subject to assessment by the Association. Ownership of such Tract shall be the sole qualifications for membership.

Section 2. Voting Rights.

The Association shall have two classes of voting membership:

Class A. Class A Members shall be entitled to one (1) vote for each Tract in which they hold the interest required for membership. When more than one person holds such interest in any Tract, the vote for such Tract shall be exercised as such persons among themselves determine, but in no event shall more than one Class A vote be cast with respect to any Tract.

Class B. Class B Members shall be entitled to two (2) votes for each Tract which they hold the interest required for membership. The Class B membership shall cease and be converted to Class A membership when the total outstanding votes in Class A membership equals or exceeds the total outstanding votes in Class B membership.

ARTICLE III: PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Roadways which shall be appurtenant to and shall pass with the title to every assessed Tract, subject to the following provisions:

(a) The right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Tract remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the roads to any public entity or authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members agreeing to such dedication has been recorded.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Roadways to the members of his family, his tenants, or contract purchasers who reside on the property. Limited use may also be granted to guests and invitees as provided for by the by-laws.

(a) Owners agree that Lonesome Dove Ranch is totally private, and that visitors will be permitted by invitation only and the Owner is solely responsible for his visitor's conduct.

(b) A large sign shall be posted at the entrance to Lonesome Dove Ranch stating, "Admittance by Owner or Invitations Only." Other similar signs shall be posted around the perimeter of the Ranch. Maintenance of the signs will be the responsibility of the Association.

ARTICLE IV: EASEMENTS**Section 1. Easements for Utilities.**

Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the roadways.

Section 2. Other Utility Easements.

There is hereby created a blanket utility easement upon, across, over and under the first ten feet of all abutting Tract lines, and twenty feet on Tract lines without adjoining Tracts. Such easement shall be for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, telephone, electricity, and a master television antenna system.

Section 3. Other Easements

An easement is hereby granted to the Association, its officers, agents, and employees, including the employees of any company having a contract with the Association to perform the duties of maintenance and repair of the Roads.

ARTICLE V: ASSESSMENTS**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

The Declarant, for each Tract owned within the Property, hereby covenants, and each Owner of any Tract by acceptance of a deed or a contract for deed thereof, whether or not it shall be expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) a one-time Association membership fee; (2) annual maintenance assessments or charges; and (3) special assessments for capital improvements; and such assessments to be duly enacted and established and collected in accordance with the by-laws and as hereinafter provided. The annual, special and property tax assessments must be fixed at a uniform rate per Tract. However, all undeveloped Tracts owned by Declarants or Class B Members shall only be subject to assessments at one-fourth (1/4) of the amount of the fixed assessment for the annual and special charges. The annual, special and property tax assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Tracts or Tract against which such assessment is made and such lien may be enforced in equity as in the case of any lien foreclosure. In the event Declarant or any Owner fails to pay any assessment when due, as hereinafter provided, the Association may duly record said lien

upon and against any such Tract and such recording thereof shall constitute notice of said lien to all persons, including successors in title, who shall take said Tract subject to that recorded lien. Each annual, special and property tax assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of its Members while in residence on the Property, maintenance of roads, and related to the use and enjoyment of the homes situated upon the Property.

Section 3. Membership Fee.

All new members of the Association or former members rejoining the Association upon the vesting of membership rights and privileges shall be charged a Twenty-five dollar (\$25.00) membership fee. These fees are to be accumulated into a special reserve to be used at the discretion of the Board of Directors of the Association.

Section 4. Maximum Annual Maintenance Assessment.

All Tracts being originally sold for the first time shall upon purchase be assessed at a flat rate of One Hundred dollars (\$100.00) for the first year's maintenance assessment. Thereafter, the annual assessments will be at a maximum annual rate of One Hundred Dollars (\$100.00) per 20 acre Tract, or per 10 acre tract that has been subdivided.

(a) The Board of Directors of the Association may, by majority vote of the Directors, increase the assessment up to but not to exceed the maximum rate of One Hundred Dollars (\$100.00). The maximum amount thereafter may be increased annually only by the addition of the percentage increase shown by the U.S. Bureau of Labor Statistics Consumer Price Index to the previous year's assessment.

(b) The maximum annual maintenance assessment may be increased above the maximum specified herein above only by a vote of two-thirds (2/3) of each class of members voting in accordance with the by-laws of the Association.

(c) The Board of Directors of the Association may fix the annual assessments at an amount not in excess of the maximum allowable.

(d) The limitation of this section shall not apply to any change in the assessments incident to a merger or consolidation under the Articles of Incorporation; nor shall these limitations apply to any special assessments as hereinafter mentioned.

Section 5. Date of Commencement of Annual Assessments; Due Date:

The first annual assessments shall be adjusted according to the number of months remaining in the fiscal year. The Board of Director shall fix the amount of the annual assessments against each Tract at least thirty (30) days in advance of the annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable fee, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law or in equity to collect the amount of the assessment against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such assessment will be added to such assessment. Each such Owner, by his acceptance of a deed to a Tract, hereby expressly vests in the Lonesome Dove Ranch Homeowners Association, Inc., the right and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the owners, shall have the power to bid for an interest foreclosed at the same. No Owner may waive or otherwise escape liability for the assessments provided herein by the abandonment of his Tract.

Section 7. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments credited herein:

- (a) All property dedicated to and accepted by public authority or agencies;
- (b) All property owned by the Association, and
- (c) All properties owned by charitable organizations exempt from taxation by the laws of the State of Montana.

Section 8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI: ARCHITECTURAL CONTROL**Section 1. Architectural Approval**

No building, fence, wall, pole, television antenna or any other structure may be erected upon any Tract; nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location compatible to the concept of Lonesome Dove Ranch by a duly appointed Architectural Control Committee. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Architectural Control Committee

Three or more representatives are to be appointed to the Architectural Control Committee. For a period of three (3) years commencing from the date of this Declaration, the power of appointment to said committee is reserved to the Declarant. Representatives appointed by the Declarant may serve for a term up to but not to exceed this three (3) year limitation. Thereafter, representatives to the Architectural Control Committee are to be appointed by the Board of Directors of the Association as provided in the by-laws.

Section 3. Minimum Standards

The protective covenants found in Article X of this Declaration contain certain minimum standards for all proposed construction.

ARTICLE VII: OWNER'S CASUALTY DAMAGE

In the event of damage or destruction by fire or other casualty to any real property of an Owner, the Owner shall replace, repair or rebuild such damage or destroyed portions of the exterior of the Property in a good workmanlike manner substantially the same as the original plans and specifications of said Property or as approved by the Architectural Control Committee. If the Owner refuses or fails to repair or rebuild the exterior within thirty (30) days, the Association may replace, repair, or rebuild such exterior. The Owner must reimburse the Association for the amount actually expended for such replacement, repairs or reconstruction, and the Association shall have a lien securing such payment in the same manner provided for herein for annual assessments.

Owners of a Lonesome Dove Ranch parcel are aware that the nearest emergency service providers are located in Ennis, which is approximately 12 miles north, and are aware of the delay in response time due to the distance.

ARTICLE VIII: MAINTENANCE OF TRACTS

The grounds of each Tract (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Tract in a neat and attractive condition, the Association may, after ten (10) days notice to such Owner, enter upon such Tract and have the grass, weeds, and other vegetation cut, debris, junk, and other unsightly objects removed, when, and as often as, the same is necessary in its judgment. Such Owner shall be personally liable to the Association for the cost of any cutting, removing of debris, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Tract, enforceable by the Association by any appropriate proceeding at law or in equity.

Notwithstanding the above, the Association may enter upon any Tract without notice, to cut or trim any tree or other growth which may interfere with or menace the construction, maintenance or operation of any utilities. Such expenses as are incurred for this shall be the responsibility of the Association unless such tree or growth is in contravention of the first part of this Article concerning neatness and appearances.

ARTICLE IX: HOLD HARMLESS

Every contract, lease, purchase agreement and any and all other instruments conveying any Tract whether acquired by bargain and sale, mortgage foreclosure, power of sale, or any other means shall contain a "hold harmless" clause for the protection of Declarant and the Association. Furthermore, such clause, by reason of this Article, is deemed to be binding on all Owners even though the clause might have been omitted, for whatever reason, from the conveyancing instrument. The "hold harmless" clause is as follows:

The Owner agrees to protect, indemnify, and hold Declarant and the Association and each of them free and harmless from any and all claims, demands, damages, actions, causes of actions, liability, attorney's fees, costs and expenses of any kind or nature arising out of, or in any way connected with the Owner's use, interest in, possession, occupation, development or resale of any Tract, or with the Owner's and his guest's, invitees and permittee's use, interest in, or enjoyment of roadways or to any duty which may be owed to persons injured, or property damaged by reason of or related to the operation of vehicles, machinery, thereof by any Owner, guests, invitee, or permittee or any violation by the Owners, their agents, employees, invitees, or permittee of any Federal, State or County law, regulation or order.

ARTICLE X: PROTECTIVE COVENANTS

Section 1. Residential Use. No building or structure of any kind whatsoever other than a single family dwelling house, private garage, guest home, and related outbuildings shall be erected on any Tract, and any such dwelling house shall be used for residential purposes only. All Tracts in Lonesome Dove Ranch are designated residential.

Section 2. Dwelling Limitations. No main dwelling house, whatsoever, shall be permitted on any residential Tract that does not have eight hundred (800) square feet per floor for a two story house, and one thousand (1000) square feet for a one story house, exclusive of patios, porches or garages. No mobile homes, basement, tent, shack, garage, or other outbuilding erected on any Tract shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Modular homes are permissible provided that they meet the same architectural standards and design as expressed herein for all structures and dwellings.

Section 3. Architectural Style. No dwelling house, garage, fence, enclosure or other structure including commercial buildings shall be erected, placed, or altered on any Tract until the construction plans and specifications therefore have been approved by the Architectural Control Committee as to materials, size, harmony of external design and compliance with these covenants. The Architectural Control Committee shall adopt general rules to implement the purposes of Article VI of this Declaration and interpret the covenants of this section, including but not limited to rules to regulate antennas, signs, storage and use of recreational vehicles trash containers and the planting, maintenance and removal of vegetation from or on any Tract.

Section 4. Building Line and Height Restrictions. No dwelling, appurtenance, or outbuilding shall be less than one hundred (100) feet to any street or roadway easement nor less than fifty (50) feet to any other property line. No building or other structure including antennas shall exceed thirty (30) feet in height from the general ground level.

Section 5. Other Building Restrictions. All building materials used in constructing any dwelling, commercial building, garage, outbuilding or any other structure, must be new, or

If used, the materials must be architecturally sound. No external mercury vapor lights will be permitted or used on any residential Tract. All buildings and fences shall be painted with a color scheme of earth tones. Unpainted galvanized roofs are prohibited. All commercial buildings shall be compatible in design with the residential structures and such designs must be approved by the Architectural Control Committee.

Section 6. Construction Requirements. The work and construction of all buildings, commercial and residential, and all other structures shall be prosecuted diligently and continuously from the commencement of construction until totally completed. The exterior appearance including finished painting shall be completed within twelve (12) months from the date of commencement. No building materials of any kind shall be stored upon any Tract until and only when an Owner or his building contractor is ready to commence construction and thereupon all such materials shall be stored entirely within the property line of the building site.

Section 7. Restriction on Further Subdivision. No Tract shall be further subdivided or separated into smaller than 10 acres in size by any Owner, and no portion less than 10 acres, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

Section 8. Nuisances. No noxious or offensive activity shall be carried on or permitted on any Tract; nor shall the property be used in any way which may endanger the health or safety of, or unreasonably disturb the neighborhood.

Section 9. Animals. Only normal family pets, and cattle, sheep, and horses may be kept on the premises. Such animals shall be confined within the property of their owners and shall not be permitted to become a nuisance or annoyance to neighbors, such as excessive barking or howling and commercial kennel or breeding operations. The number of animals shall be limited to preclude overgrazing of the land.

Section 10. Advertising Signs. No advertising signs, billboards, or other advertising shall be displayed or permitted to remain upon any residential Tract with the exception of real estate signs showing property for sale within the Tract. Declarant and its assigns may place reasonable signs within the property to promote its development.

Section 11. Water and Sewage. All water systems, wells and sewage disposal systems must be located and constructed in accordance with the requirements, standards, and recommendations of the appropriate state and county governmental authorities.

Section 12. Unsightly Objects. No trucks exceeding one-ton capacity shall be parked or allowed to remain on any Tract unless stored in a garage or completely screened from view by screening as is approved by the Architectural Control Committee. An accumulation of other unsightly objects including junk automobiles, and parts thereof, industrial or construction equipment, building materials (except as provided herein), scrap and wood piles, and other junk-like items shall not be permitted on any Tract. This Section is not to be construed to include cut and stacked firewood which shall be permitted subject to Article VIII herein.

Section 13. Garbage, Storage and Collection. No Tract shall be used as a dumping ground for rubbish, trash, or garbage. Garbage or trash containers shall be contained within an enclosure. The design and material of said enclosure shall be in keeping with the general appearance of the dwelling and its design shall be subject to approval by the Architectural Control Committee. The enclosures must be kept chained or otherwise secured to prevent access by animals and children. Weekly garbage disposal shall be a requirement of each Owner.

Section 14. Use Restrictions. Nothing shall be done or kept on a Tract which would increase the rate of insurance relating thereto without the prior written consent of the

Association, and no Owner shall permit anything to be done or kept on his Tract which would result in the cancellation of insurance on any residence which would be in violation of any law.

Section 15. Fences. All fences adjoining roads shall be constructed with posts and rail or similar wood materials, and the maintenance of said fence shall be the responsibility of the Tract Owner.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Notices. Unless otherwise provided herein, any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Effective Municipal or County Ordinances. Police, fire, aeronautics or other public safety ordinances of any municipal or county authority having jurisdiction over any portion of the properties described herein, shall govern where more restrictive than this Declaration.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Tract Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Tract owners. Any amendment must be recorded.

Section 6. Annexation. Bordering residential property may at any time, be annexed to the Property with consent of two-thirds (2/3) of the votes of each class of membership who are voting in person or by proxy at a meeting duly and properly called in accordance with the by-laws for this purpose and with the assent of the Owner or Owners of the additional property. All annexations are to be made subject to this Declaration and the Covenants, Conditions, and Restrictions contained herein.

Section 7. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Roadways, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE X11: RIGHT TO FARM COOPERATIVE AGREEMENT

I/WE (Lonesome Dove Ranch Landowner) acknowledge that the described property is situated in an agricultural area and may be subjected to conditions resulting from commercial agricultural operations on adjacent lands. Such operations include the cultivation, harvesting, and storage of crops and livestock raising, and the application of

chemicals, operation of machinery, application of irrigation water, and other accepted and customary agricultural activities conducted in accordance with federal and state laws.

THESE activities ordinarily and necessarily produce noise, dust, smoke, and other conditions that may conflict with residential purposes. I/WE (Lonesome Dove Ranch Landowner) hereby waive all common law rights to object to normal and necessary agricultural management activities legally conducted on adjacent lands which may conflict with use of our property for residential purposes. I/We further hold harmless any adjacent property owners from any claim resulting from loose stock.

NOTHING in this addendum shall grant a right to adjacent property owners to ingress or egress upon or across the described property. Nothing in this addendum shall prohibit or otherwise restrict the Landowner from enforcing or seeking enforcement of statutes or regulations of governmental agencies for activities conducted on adjacent property.

ARTICLE X111: CAMERON DITCH COMPANY EASEMENT

No improvements shall be located within the easement granted to the Cameron Ditch Company as recorded in Book 381, Page 365; records of Madison County. A copy of the easement is available to owners for review at their request.

The owners within the Lonesome Dove Subdivision shall be responsible for construction and maintenance of the foot bridge and trail.

No owner shall have any use of nor control over water or water flow through the easement.

The sole exception to the exclusive use provided to Cameron Ditch Company herein is that the Lonesome Dove Subdivision owner at their sole expense may construct and shall maintain after construction a foot bridge and trail over the canal at a location approximately the center of the west line of Section 27 to be used only as a walkway to the property westerly of the canal. Such bridge shall be placed only upon prior approval by Cameron Ditch Company of the location, design and construction. In the event the bridge is not properly maintained as determined by Cameron Ditch Company, then Cameron Ditch Company shall have the right to remove the bridge at the expense of the owners of the Lonesome Dove Subdivision or their successors.

All owners of lots adjacent to the easement shall fence out all animals from the area easterly of the edge of the bench and the lower edge of the canal embankment where it joins the natural slope of the land westerly.

All owners of lots within the Lonesome Dove Subdivision accept ownership of lots and use of common areas based on their own judgement and at their own risk considering all factors of risk, including, but not limited to, the prospect of injury to person or property due to those risks inherent in flowing water and unconsolidated soil conditions as well as unanticipated and unknown risks which may occur therefrom.

IN WITNESS WHEREOF, the Declarant has executed this Instrument this 27th day of May, 1994.

Ray Gerawan
Ray Gerawan

BIG SKY LUMBER CO.
An Oregon Joint Venture
Consisting of:
The Blixseth Group, Inc.
C.E. Holliman and Associates, Inc.
Wiley Mt., Inc.
Leelynn, Inc.

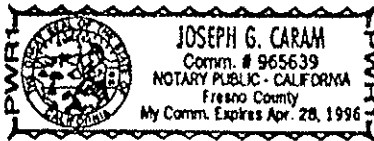
By: _____
Melvin McDougal, its lawful
Attorney-In-Fact

By: _____
Joseph E. Sabol II, its lawful
Attorney-In-Fact

STATE OF CALIFORNIA)
 :SS
, County of Fresno)

On this 27th day of May 1994, before me, a Notary Public for the State of California, personally appeared RAY GERAWAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Joseph G. Caram
Notary Public, State of California
Residing at 997 N EAST - Redondo Beach, CA
My commission expires: April 28, 1996

STATE OF OREGON)
 :SS
County of _____)

On this _____ day of May, 1994, before me, a Notary Public for the State of Oregon, personally appeared MELVIN MCDUGAL, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Notary Public, State of Oregon
Residing at _____
My Commission expires _____

IN WITNESS WHEREOF, the Declarant has executed this instrument this 31st day of May, 1994.

Ray Gerawan

BIG SKY LUMBER CO.
An Oregon Joint Venture
Consisting of:
The Blixseth Group, Inc.
C.E. Holliman and Associates, Inc.
Wiley Mt., Inc.
Leelynn, Inc.

By: [Signature]
Melvin McDougal, Its lawful
Attorney-In-Fact

By: [Signature]
Joseph E. Sabol, Its lawful
Attorney-In-Fact

STATE OF CALIFORNIA)
 :SS
County of _____)

On this _____ day of May 1994, before me, a Notary Public for the State of California, personally appeared RAY GERAWAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Notary Public, State of California
Residing at _____
My commission expires: _____

STATE OF Montana)
 :SS
County of Gallatin)

On this 31 day of May, 1994, before me, a Notary Public for the State of Montana, personally appeared MELVIN MCDUGAL, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

[Signature]
Notary Public, State of Montana
Residing at Boreman, Montana
My Commission expires 10-3-94

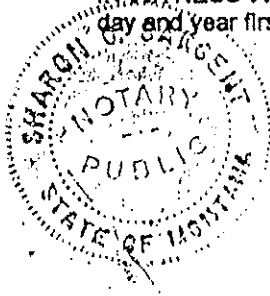


STATE OF MONTANA)

:ss
County of Gallatin)

On this 31 day of May, 1994, before me, a Notary Public for the State of Montana, personally whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Sharon C. Sargent
Notary Public, State of Montana
Residing at Bozeman, Montana
My Commission expires 10-3-94

Filed for record on the 1st day of
JULY A.D. 19 94 at 3:03
o'clock P.M. and recorded in Volume 381
of RECORDS on Page 374 - 386
Records of Madison County, Montana
By [Signature]
County Recorder
Fee \$ 78.00 Return to WESTERN CONNECTION