

DECLARATION OF COVENANTS

YELLOWSTONE BASIN PROPERTIES, INC., herein the Grantor is a contract purchaser from CENTRAL STATES RANCH COMPANY, a Montana Corporation, of that certain real property located in Park County, Montana, more particularly described as:

TOWNSHIP 2 SOUTH, RANGE 9 EAST, M.P.M.

- Section 31: All.
- Section 32: All.
- Section 29: All.

YELLOWSTONE BASIN PROPERTIES, INC., as the Grantor and CENTRAL STATES RANCH COMPANY, as fee owners, hereby subject said property to the conditions, covenants and restrictions set forth herein. These restrictions, conditions, covenants and limitations shall run with the land and shall be binding upon the present owners and all subsequent Grantees of any portion of any area included within the aforesaid legal description.

The immediate Grantor and all future Grantees, their heirs and assigns forever, of any portion of said property, covenant and agree by the acceptance of a conveyance to faithfully observe and comply with said restrictions, conditions, covenants and limitations.

1. Any and all animals kept on the property must be fenced in within the boundaries of said property. No property owner shall be permitted to operate a hog farm, chicken farm or feedlot on the property.

2. Any property owner must assume the burden of supplying and developing water and sewage facilities for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency having authority over same.

3. All future Grantees consent and agree that any summer forest roads giving access to the property are not maintained by Grantor or any state, local or federal governmental entity. All future Grantees are totally responsible for providing and maintaining roads. All future Grantees covenant and agree that until such Grantees have developed the access to their individual property to county standards that said Grantees will not petition or request any assistance or development by the county for road improvements.

4. All future Grantees covenant and agree that the Grantor is reserving a sixty-foot (60') easement for general ingress and egress and a general an easement for public utilities across the property sold herein. Public utilities will follow roads where possible. All future Grantees covenant and agree that Grantor is granting said Grantees an easement for ingress and egress to the property sold herein over and across all roads which Grantor has the right to travel to said property.

5. All future Grantees covenant and agree not to build, maintain, operate or construct, or in anyway cause to be placed within fifty (50) feet of the boundary lines of the subject property, any structure or condition that will cause the accumulation or existence of animal waste, garbage, junk or condition causing a noxious odor.

6. All future Grantees covenant and agree that no more than two (2) residences and accompanying outbuildings will be allowed per twenty (20) acre or larger lot. Each residence may have a guest house.

7. All future Grantees covenant and agree that no signs or advertisements shall be placed on the property except for a sign designating the owners' name, lot number and/or address. This restriction shall not preclude any future Grantees from placing a "for sale" sign on the property.

8. All future Grantees covenant and agree that no gates, fences or other obstructions shall be placed upon any access road. This restriction shall not prevent a future Grantee from placing a gate on an access road if the road terminates on that Grantee's property.

9. All future Grantees covenant and agree that mobile homes may be placed on the property subject to the following restrictions:

A. Any mobile home placed on the property must be fully skirted within thirty (30) days of being placed on the property.

B. Any mobile home placed on the property must have a pitched roof or must have a pitched roof constructed over it.

10. All future Grantees covenant and agree that any construction of homes, outbuildings or any other buildings must be completed on the exterior within eighteen (18) months of the commencement of construction.

11. Yellowstone Basin Properties, Inc. reserves the right to graze the subject premises until the owner of any individual parcel or tract of land fences such individual parcel or tract of land. Yellowstone Basin Properties, Inc. will not

share in the cost of fencing or the maintenance of any partition fence.

DATED this 1st day of OCTOBER, 1984.

YELLOWSTONE BASIN PROPERTIES, INC., a Montana corporation,

By Wayne Joyner, Vice Pres.

CENTRAL STATES RANCH COMPANY, a Montana corporation,

By H. J. Weathersby

STATE OF MONTANA)
County of Gallatin) : ss.

On this 1st day of October, 1984, before me, a Notary Public for the State of Montana, personally appeared WAYNE JOYNER, known to me to be the ^{vice} President of YELLOWSTONE BASIN PROPERTIES, INC., and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that such corporation executed the same.

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

Janet M. Brink
Notary Public for the State of Montana
Residing at Bozeman, Montana.
My commission expires: August 17, 1987

STATE OF TENNESSEE)
County of SHELBY) : ss.

On this 26th day of SEPTEMBER, 1984, before me, a Notary Public for the above-captioned state, personally appeared H. J. WEATHERSBY, known to me to be the VICE PRESIDENT of CENTRAL STATES RANCH COMPANY, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that such corporation executed the same.

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

Martha J. Jefferson
Notary Public for the State of
Residing at: MEMPHIS, TN SHELBY CO.
My commission expires: 10-19-86



Filed for record this 9th day of October, A.D. 1984, at 11:09 AM, Book A, Page 1527-1530, recorded in Roll 48.

James J. [Signature]
County Clerk & Recorder Deputy

Recording Fee \$ 8.00 Document No. 182462 Return to: Amerson Land Title
Leavenworth, Md

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