Kelly Creek Lodge

849 KELLY CREEK ROAD | BOZEMAN, MONTANA

MIKE SCHLAUCH
Agent | Owner
406.580.8380
mike@suplatinum.com

SALLY UHLMANN
Agent | Owner
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sally@suplatinum.com
Trail’s End

849 KELLY CREEK ROAD | BOZEMAN, MONTANA

PRICE: $2,125,000

MLS# 214380

SQUARE FOOTAGE: 6,830

UPPER LEVEL: 2,462
MAIN LEVEL: 2,576
LOWER LEVEL: 1,792

LOT SIZE: 11 Acres
YEAR BUILT: 1995
HORSES ALLOWED: No

BEDROOMS (4) AND BATHS (6):

UPPER LEVEL: 3 Bedrooms, 3+ Baths
MAIN LEVEL: Master Bedroom, Kitchen, Dining Area, Family Room,
Living Room, Fireplace/Stove, 1 Full Bath, 1 Half Bath, Laundry Room
LOWER LEVEL WALK-OUT: Family/Game Room, Bar, Theatre Room, 1 Half Bath, Extra Room
UPPER LEVEL ABOVE GARAGE: Large Bonus Room with Vaulted Ceilings And Storage

KITCHEN APPLIANCES:
Sub Zero Side X Side Refrigerator/Freezer, Double Ovens, Six Burner Cooktop with Downdraft,
Dishwasher, Microwave, Under Cabinet Wine Cooler, Washer/Dryer

LOWER LEVEL BAR: Under Cabinet Beverage Center, Dishwasher

HEATING | COOLING:
Propane, Radiant, Hot Water, Ceiling Fans, Air To Air Exchange, Hot Water Maker

GARAGE:
3-Car Attached, Oversized

TAXES (2015): $9,643.52 ASSOCIATION FEES: Varies

ADDITIONAL INFORMATION:
Home Theatre with Tiered Seating, Outdoor Fireplace with BBQ Area and Overhead Vent Hood,
Irrigated and Landscaped, Gas Fireplaces

All information contained herein is gathered from a variety of sources deemed reliable, however, it is not guaranteed or verified by the seller.
Platinum Properties, PureWest Christie’s International Real Estate, or any of its associates. We urge independent verification of each and every item submitted to the satisfaction of a prospective purchaser.
Kelly Creek Lodge is the ideal home for those seeking the traditional Montana lifestyle while desiring luxuries and amenities worthy of a world-class resort.

Meticulously designed and built using the finest natural materials, the home is sheltered by towering groves of evergreens and aspens. You can enjoy breathtaking views of the Bridger Mountains as well sun-drenched meadows teeming with wildlife.

Located near Kelly Creek and next to dense forests covering the surrounding foothills and mountains, the location is ideal habitat for elk, deer, coyotes, foxes, moose, and brown bears. Birds fill the skies while wildflowers carpet the meadows.
Bozeman, Montana, is heralded for its Big Sky, open views, neighboring mountains, pure water and air, numerous trail systems, year-round outdoor activities, and wonderful sense of community. You can have it all with the University, abundant arts, culture, celebrations, yet quickly escape into rugged wilderness just minutes from town.

With towering mountains, lush valley canyons, and undulating foothills the Bridger Mountains, Green Mountain, and Bang Tails create the majestic landscape to the north and east of Bozeman. Kelly Canyon, like Jackson Creek further to the east, is a gorgeous valley connecting I-90 east of Bozeman with Bridger Canyon. Kelly Creek Road is in the middle of the canyon’s passage, off the main road and nestled into the forested skirts of the mountains.
Within this ideal location and setting, the home’s architecture is an ode to traditional mountain lodge design. Balanced from one end to the other with symmetrical gables and dormers, arched two-story-high windows, and recessed covered porches with stone exterior walls.

The rich redwood lap-siding exterior is accented by sage-forest green trim as well as river rock stone at the front and side door’s covered porches.

The three-car garage features wood doors with robust decorative metal hinges.

Perennial flower beds rim the home and the cement walkway to the front door.

Featuring underground sprinklers, the lawns make a perfect transition to meadows and forests interspersed with groupings of towering trees to frame the views of the full-front-range of the Bridgers.
Consistency and harmony are the hallmarks of this home, starting with the welcoming covered front porch and oversized glass front door with its two-side glass windows. The door and windows frames are made of wood that has been painted black and finished with a lengthy rubbing and distressing process that gives it a timeless, softened quality. This same technique is utilized elsewhere in the home, beginning with the grand staircase risers and railings to the second floor bedroom suites located by the front foyer.
While the all-suites, four-bedroom, 6,830 square-foot home is large, it keeps its balance by being cozy, comfortable, and inviting. Multiple areas have been designed for family and friends to gather, but includes spaces for a person to enjoy solitude as well. Very much built for Montana, the public rooms have reverse-sawn wood flooring stained a deep walnut brown. Plaster walls in a neutral pale ochre, timber and stone accents, and glass doors with oversized windows presenting glorious views of the spectacular valley finish the design. The woodworking throughout the home is master-craftsman-level quality, from the custom cherry wood kitchen cabinets to the furniture-like bathroom vanities, and very impressive custom bar in the family/game room.
The stage is set the moment you enter the wide and spacious front hall foyer. A relaxed circular floor plan is created by going from the more formal living room on the north wing to the French doors of the south wing Master suite and down the hall to the east-facing kitchen. Two-story-high vaulted ceilings with upper and lower windows flood the space with natural light. The foyer’s exterior wall, with its windows and glass door, is a dramatic deep sienna red, adding warmth and mystery to the space. The open staircase and banister for the hallway connecting the 3 upper-floor bedroom suites is grand and commands the central length of the foyer.
The front entry’s two-story-high vaulted ceiling continues into the formal living room, showcasing west windows to the Bridger Mountains and a north view of the woods.

The large rounded river rock used for the home’s exterior accent walls are used to create gas fireplaces in the living room and adjacent den (or dining room). The sizeable log mantle above the fireplace, the impressive conversation-piece moose antler chandelier, the timber detailing, and of course the views all add to the home’s sense of place.

In this house, you know are in the heart and soul of Montana.

The adjoining den is a wonderful place to relax while still being part of activities in the kitchen or living room. The room could serve as a potential dining room in addition to the farmhouse kitchen or the large mahogany wood deck outside. Glass doors open to the deck from both the den and kitchen, creating yet another circular flow for people to move from space to space with ease.
On the east side of the home, the kitchen overlooks sunny meadows, rolling hills and mountains, and thick forests. It has many special touches that imbue the space with a farmhouse feel, while still being state-of-the-art. The custom cabinetry includes an old-fashioned plate display rack, as well as furniture featuring hand-turned dowel legs supporting a granite two-tiered island with bar seating. The farm-style sink with recessed bay windows is a perfect spot to watch the neighborhood moose with her calf in the backyard.

The counter has a backsplash of Arts and Crafts tile with a decorative acorn and pine motif. Chefs will appreciate the six-burner cook top, double-wall ovens, Sub Zero refrigerator, beverage refrigerator, and the three large double wood door pantries.
The informal dining area in the kitchen allows for large gatherings, and glass doors lead to sizeable entertaining decks — both covered and open — assuring that al fresco dining stays simple. The covered deck features a wood-burning fireplace with slate tile and decorated by a mosaic of a bear rambling through the woods. Essentially an additional room with multiple spaces for furniture and activities, the deck extends the backyard entertaining season. With a powerful exhaust hood over the grill, and expansive dining tables and sitting areas, it’s easy to grill for any sized crowd. Landscaping boulders surrounding parts of the deck and terracing the hillside create fun places to sit and to explore.
On the south side of the home the carpeted Master Suite has the same two-story vaulted and angled ceiling as the grand entry hall and formal living room. A double-story arched window, matching the one in the formal living room, opens up to inspiring western views of the Bridgers.
The spa-like bathroom and walk-in double closets include all the fine touches and materials one could hope for, including travertine marble, unique granite accents with veining in tree-like patterns, custom double vanities resembling fine furniture, as well as windows framing nature’s beauty. The glass-side shower is fit for a king.
The residence’s upper floor, accessible from the grand staircase, is comprised of three carpeted and spacious bedroom suites, each with full baths, and finished to the same high level as the rest of the home. The first bedroom was the home’s original master suite prior to creating the new main floor master. All three bedrooms enjoy wonderful views, natural light, and include large closets.
The home’s lower, walk-out level, is all about having fun!

For starters, there’s the big screen media room, modeled after a real theater with state-of-the-art projectors and sound systems. Tiered seating adds to the theater experience, insuring you can watch movies in comfort with unobstructed views.
Continue your entertainment by going to the Game Room and Bar at the end of the hall. A pot-belly stove warms the space in winter, while glass doors open to the beautiful summer lawns. There is plenty of space for the pool table and quiet seating away from the activities to watch TV or have a conversation.
The centerpiece of this amenity-filled, spacious room is the custom bar. With double counters of polished wood, a mirrored back wall framed with old-fashioned glass-fronted double-door cabinets, furniture-style cabinetry, a copper bar sink, wine racks, beverage refrigerator, microwave, and a dishwasher, the bar is likely to become the most popular spot in your home. People of all ages will enjoying sitting at the bar and feeling like they’ve stepped back in time.
The lodge’s “Back of the House” is as well-appointed as the public and private spaces. On the main floor, a wide foyer connects the den to the laundry room along with the mud room containing generous coat closets. Stairs lead to the second upper-level space, featuring a powder room, and the attached three-car heated garage. The garage includes an extra-large bay for big trucks or a boat, a dog bath, built-in storage, and a workshop. The back hall has convenient doors to both the covered front porch and to a patio leading to the back entertaining deck. The carpeted “Bonus Room” above the garage is finished and ready to be utilized in any number of ways. Large enough to create a caretaker’s or guest quarters, the room is bathed in natural light from its three dormer-style windows facing the Bridger Mountains. The vaulted and pitched ceiling has timber beam detailing, and the plaster walls are trimmed with wood.
The home is in move-in condition, and must be seen to be fully appreciated! There are far too many details and stunning views to ever fully describe. See it for yourself and feel the heart and soul of Montana.
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Property Record Card

Summary

Primary Information

Property Category: RP
Subcategory: Real Property
Geocode: 06-0800-07-1-01-20-0000
Assessment Code: 00RGI33153
Primary Owner:
STONE JAMES C & SHIRLEY S
5594 SW 30TH AVE
OCALA, FL 34474-5869
PropertyAddress: 849 KELLY CREEK RD
BOZEMAN, MT 59715
COS Parcel: 1

NOTE: See the Owner tab for all owner information

Certificate of Survey: 306L
Subdivision:
Legal Description:
S07, T02 S, R07 E, C.O.S. 306L, PARCEL 1, ACRES 11

Last Modified: 2/24/2016 7:41:31 PM

General Property Information

Neighborhood: 003
Property Type: RR - Residential Rural
Living Units: 1
Levy District: 06-235041-7R 41
Zoning: Ownership %: 100
Linked Property:
No linked properties exist for this property

Exemptions:
No exemptions exist for this property

Condo Ownership:
General: 0
Limited: 0

Property Factors

Topography: Fronting:
Utilities: Parking Type:
Access: 2 Parking Quantity:
Location: Parking Proximity:

Land Summary

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Continuous Crop 0.000 00.00
Wild Hay 0.000 00.00
Farmsite 0.000 00.00
ROW 0.000 00.00
NonQual Land 0.000 00.00
Total Ag Land 0.000 00.00
Total Forest Land 0.000 00.00
Total Market Land 11.000 00.00

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Owners

Party #1

Default Information: STONE JAMES C & SHIRLEY S
5594 SW 30TH AVE

Ownership %: 100
Primary Owner: "Yes"
Interest Type: Conversion
Last Modified: 11/15/2007 10:38:30 PM

Appraisals

Appraisal History

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Market Land

Market Land Item #1

Method: Acre
Type: 1 - Primary Site
Width:
Depth:
Square Feet: 00
Acres: 11
Valuation
### Dwellings

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<th>Style</th>
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**Residential Type:** SFR  
**Year Built:** 1994  
**Effective Year:** 2000  
**Story Height:** 2.0  
**Grade:** 8  
**Class Code:** 3301  
**Year Remodeled:** 2005

**Mobile Home Details**
- **Manufacturer:**  
- **Model:**  
- **Serial #:**  
- **Width:** 0  
- **Length:** 0

**Basement Information**
- **Foundation:** 2 - Concrete  
- **Basement Type:** 2 - Part  
- **Finished Area:** 1792  
- **Daylight:** Y  
- **Quality:** 3 - Typical

**Heating/Cooling Information**
- **Type:** Central  
- **System Type:** 2 - Hot Water/Water Radiant  
- **Fuel Type:** 3 - Gas  
- **Heated Area:** 5800

**Living Accomodations**
- **Bedrooms:** 4  
- **Family Rooms:** 3  
- **Full Baths:** 4  
- **Half Baths:** 2  
- **Addl Fixtures:** 7

**Additional Information**
- **Fireplaces:** 1  
- **Openings:** 1  
- **Stacks:** 1  
- **Prefab/Stove:** 2  
- **Cost & Design:** 0  
- **Flat Add:** 0  
- **% Complete:** 0

**Dwelling Amenities**
- **View:**  
- **Access:**

**Area Used In Cost**
- **Basement:** 1792  
- **First Floor:** 2576  
- **Second Floor:** 1560  
- **Additional Floors:** 0  
- **Attic:** 0  
- **Unfinished Area:** 0  
- **SFLA:** 5038

**Depreciation Information**
- **CDU:**  
- **Desirability:**  
- **Physical Condition:** Very Good (9)  
- **Property:** Very Good (9)  
- **Location:** Very Good (9)  
- **Utility:** Very Good (9)
### Depreciation Calculation

| Age: 14 | Pct Good: 0.92 | RCNL: 0 |

### Additions / Other Features

#### Additions

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### Other Buildings/Improvements

#### Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel.

### Commercial

#### Existing Commercial Buildings

No commercial buildings exist for this parcel.

### Ag/Forest Land

#### Ag/Forest Land

No ag/forest land exists for this parcel.
**Property/Parcel TaxID:** RGI33153

**Status:** Current

**Receipt:** 33153

**2015 Owner(s):** STONE JAMES C & SHIRLEY S

### 2015 Value:
- **Market:** $1,350,275
- **Taxable:** $18,229

### 2015 Taxes:
- **First Half:** $4,825.07 Due: 12/4/2015
- **Second Half:** $4,818.45 Due: 5/31/2016
- **Total:** $9,643.52

### 2015 Payments:
- **First Half:** $4,825.07
- **Second Half:** $0.00
- **Total:** $4,825.07 (May include penalty & interest)

### 2015 Legal Records:
- **Geo Code:** 06-0800-01-20-0000
- **Deed Book:** 2196
- **Page:** 939D
- **Date:** 2005-08-05
- **Property address:** 849 KELLY CREEK RD, BOZEMAN MT 59715
- **TRS:** T02 S, R07 E, Sec. 07
- **Legal:** S07, T02 S, R07 E, C.O.S. 306L, PARCEL 1, ACRES 11

**Note:**

**TO OBTAIN PAYMENTS, CLICK ON "HISTORY"**

Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria will result in an incomplete search.

**ATTENTION:** For Owner Name Searches, you must search LastName FirstName.

Website data last updated 04/15/2016 12:00 PM.
849 KELLY CREEK ROAD | BOZEMAN, MONTANA

Welcome to the official website of
Gallatin County
MONTANA

Amsterdam / Churchill • Belgrade • Big Sky • Bozeman • Four Corners • Gallatin Gateway • Manhattan • Three Forks • West Yellowstone

New Search  Detail  View Pie Charts

Tax Year: 2015  Property/Parcel TaxID: RGI33153
Status: Current  Type: RE
Owner: STONE JAMES C & SHIRLEY S

Tax Breakdown:

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1st Half Total: $4,825.07  2nd Half Total: $4,818.45  Total Tax: $9,643.52

Note:
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Website data last updated 04/15/2016 12:00 PM.

Payments can be sent to:
Gallatin County Treasurer
311 West Main, Room 103
Bozeman, MT 59715

Please direct any questions to:
(406)582-3030 or treasurer@gallatin.mt.gov
Property/Parcel TaxID: RGI33153  
Status: Current  
Type: RE  
Owner: STONE JAMES C & SHIRLEY S

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<td>$10,223.01</td>
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<td>$3,596.69</td>
<td>12/20/1999</td>
<td>$1,816.99</td>
<td>$1,779.70</td>
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</table>
** Paid Amount may include penalty & interest

Note:
TO OBTAIN PAYMENTS, CLICK ON "HISTORY"

Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria will result in an incomplete search.

ATTENTION: For Owner Name Searches, you must search LastName FirstName.

Website data last updated 04/15/2016 12:00 PM.

Payments can be sent to:
Gallatin County Treasurer
311 West Main, Room 103
Bozeman, MT 59715

Please direct any questions to:
(406)582-3030 or treasurer@gallatin.mt.gov

<table>
<thead>
<tr>
<th>Year</th>
<th>Parcel #</th>
<th>Payment Date</th>
<th>Payment</th>
<th>Previous Payment</th>
<th>Note</th>
<th>Comment</th>
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<td>10/31/1994</td>
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5/31/1999 $1,896.49
5/25/1998 $1,859.32
5/16/1997 $1,821.89
5/27/1996 $186.44
12/21/1995 $189.41
12/21/1995 $0.00
11/29/1998 $1,858.51
11/21/1996 $1,859.32
11/17/1997 $1,879.98
5/25/1998 $1,842.39
5/16/1997 $1,821.89
5/27/1996 $186.44
5/25/1998 $1,842.39
5/16/1997 $1,821.89
5/27/1996 $186.44
Usage History

Real Estate Agent Name: Sally U Platinum Properties
Property Address: 849 KELLY CREEK RD
                   BOZEMAN, MT

The tables below show your energy usage for the past 24 months. This information may be useful as you look for opportunities to save energy or when you compare offers of energy suppliers. These figures do not include usage for area lighting or other unlimited services.

<table>
<thead>
<tr>
<th>Year</th>
<th>2016</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
<td>Jun</td>
<td>May</td>
<td>Apr</td>
</tr>
<tr>
<td>Usage (KWh)</td>
<td>521.0</td>
<td>616.0</td>
<td>706.0</td>
</tr>
<tr>
<td>Demand</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>$ Billed</td>
<td>63.73</td>
<td>74.69</td>
<td>84.83</td>
</tr>
<tr>
<td>No. Days</td>
<td>30</td>
<td>32</td>
<td>30</td>
</tr>
</tbody>
</table>
STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 41H 96695-00 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners:
JAMES C STONE
5594 SW 30TH AVE
OCALA, FL 34474

SHIRLEY S STONE
5594 SW 30TH AVE
OCALA, FL 34474

Priority Date: DECEMBER 5, 1995 at 09:35 A.M.
Enforceable Priority Date: DECEMBER 5, 1995 at 09:35 A.M.

Purpose (use): DOMESTIC
Maximum Flow Rate: 10.00 GPM
Maximum Volume: 1.00 AC-FT
Source Name: GROUNDWATER
Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<table>
<thead>
<tr>
<th>ID</th>
<th>Govt Lot</th>
<th>Qtr Sec</th>
<th>Sec</th>
<th>Twp</th>
<th>Rge</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SESWNE</td>
<td>7</td>
<td>2S</td>
<td>7E</td>
<td>GALLATIN</td>
<td></td>
</tr>
</tbody>
</table>

Period of Diversion: JANUARY 1 TO DECEMBER 31
Diversion Means: WELL
Well Depth: 160.00 FEET
Static Water Level: 35.00 FEET
Casing Diameter: 4.50 INCHES
Pump Size: 0.75 HP

TRACT 1, CERTIFICATE OF SURVEY NO. 306L AKA SUNDANCE MOUNTAIN MEADOWS SUBDIVISION

Purpose (Use):
Households: 1
Volume: 1.00 AC-FT
Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<table>
<thead>
<tr>
<th>ID</th>
<th>Acres</th>
<th>Govt Lot</th>
<th>Qtr Sec</th>
<th>Sec</th>
<th>Twp</th>
<th>Rge</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>SESWNE</td>
<td>7</td>
<td>2S</td>
<td>7E</td>
<td>GALLATIN</td>
<td></td>
</tr>
</tbody>
</table>

TRACT 1, CERTIFICATE OF SURVEY NO. 306L AKA SUNDANCE MOUNTAIN MEADOWS SUBDIVISION

Geocodes/Valid: 06-0800-07-1-01-20-0000 - Y

Remarks:

OWNERSHIP UPDATE RECEIVED
OWNERSHIP UPDATE TYPE 608 # 144114 RECEIVED 05/23/2016.
MONTANA WELL LOG REPORT

This well log reports the activities of a licensed Montana well driller, serves as the official record of work done within the borehole and casing, and describes the amount of water encountered. This report is compiled electronically from the contents of the Ground Water Information Center (GWIC) database for this site. Acquiring water rights is the well owner's responsibility and is NOT accomplished by the filing of this report.

Site Name: COVIN TERRY
GWIC Id: 153407
DNRC Water Right: 96695

Section 1: Well Owner(s)
1) COVIN, TERRY (MAIL)
PO BOX 6249
BOZEMAN MT 59715 [10/20/1994]

Section 2: Location

<table>
<thead>
<tr>
<th>Township</th>
<th>Range</th>
<th>Section</th>
<th>Quarter Sections</th>
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</thead>
<tbody>
<tr>
<td>02S</td>
<td>07E</td>
<td>7</td>
<td>SE¼ SW¼ NE¼</td>
</tr>
</tbody>
</table>

County: GALLATIN
Geocode: 45.678556 110.903787 TRS-SEC NAD83

Ground Surface Altitude: Method Datum Date: Addition Block Lot
COS 306E SUNDANCE MTN MEADOWS

Section 3: Proposed Use of Water
DOMESTIC (1)

Section 4: Type of Work
Drilling Method: ROTARY
Status: NEW WELL

Section 5: Well Completion Date
Date well completed: Thursday, October 20, 1994

Section 6: Well Construction Details

<table>
<thead>
<tr>
<th>Borehole dimensions</th>
<th>From</th>
<th>To</th>
<th>Diameter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>160</td>
<td>6</td>
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</table>

Casing

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Diameter</th>
<th>Wall Thickness</th>
<th>Pressure Rating</th>
<th>Joint</th>
<th>Type</th>
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<tbody>
<tr>
<td>2</td>
<td>20</td>
<td>6</td>
<td>250</td>
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<td>WELDED</td>
<td>STEEL</td>
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<td>4</td>
<td>160.00</td>
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<td>PVC</td>
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</tbody>
</table>

Completion (Perf/Screen)

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Diameter</th>
<th># of Openings</th>
<th>Size of Openings</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>80</td>
<td>4</td>
<td>1/8X4</td>
<td>DRILL</td>
<td></td>
</tr>
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<td>4</td>
<td>1/8X4</td>
<td>DRILL</td>
<td></td>
</tr>
</tbody>
</table>

Annular Space (Seal/Grout/Packer)

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Description</th>
<th>Cont. Fed?</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>20</td>
<td>BENTONITE</td>
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</tbody>
</table>

Section 7: Well Test Data

Total Depth: 160
Static Water Level: 35
Water Temperature:

Air Test *

10 gpm with drill stem set at feet for hours.
Time of recovery hours.
Recovery water level feet.
Pumping water level feet.

* During the well test the discharge rate shall be as uniform as possible. This rate may or may not be the sustainable yield of the well. Sustainable yield does not include the reservoir of the well casing.

Section 8: Remarks
HAGGERTY FILE NO:94169

Section 9: Well Log
Geologic Source
Unassigned

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
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<td>TOPSOIL</td>
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<tr>
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<td>20</td>
<td>CLAY &amp; ROCK</td>
</tr>
<tr>
<td>20</td>
<td>40</td>
<td>SHALE</td>
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<td>60</td>
<td>SHALE LIVINGSTON FORM</td>
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<tr>
<td>60</td>
<td>80</td>
<td>SHALE HARD -6 GPM</td>
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<tr>
<td>80</td>
<td>100</td>
<td>SHALE SOFT-7 GPM</td>
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<tr>
<td>100</td>
<td>120</td>
<td>SHALE SOFT</td>
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<tr>
<td>120</td>
<td>140</td>
<td>SHALE SOFT-8 GPM</td>
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<tr>
<td>140</td>
<td>160</td>
<td>SHALE MEDIUM HARD-10 GPM</td>
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Driller Certification

All work performed and reported in this well log is in compliance with the Montana well construction standards. This report is true to the best of my knowledge.

Name: HAGGERTY DRILLING
Company: HAGGERTY DRILLING
License No: WWC-353
Date Completed: 10/20/1994
GALLATIN COUNTY WASTEWATER TREATMENT SYSTEM PERMIT

This is a permit to construct, repair, replace or alter a wastewater treatment system in accordance with the Gallatin County Regulations for Wastewater Treatment Systems, adopted April 1, 1993 by the Gallatin City-County Board of Health. This permit is issued to Wastergaard Ave for a wastewater treatment system on the premises of Terry Cobin located at 13970 Kelly Canyon Rd. for a wastewater treatment system on the premises of Terry Cobin located at 13970 Kelly Canyon Rd., Sec. 7, T. 2S, R. 7E, P.M.M., Gallatin County, Montana. This permit is issued on the 17 day of November, 1994 for a fee of $200.00 by the Gallatin City-County Health Department. Final approval of the construction, reparation, replacement or alteration of the wastewater treatment system for which this permit is issued for shall be obtained within 12 months from the issuance date of this permit or said permit shall be voided.

Check No. 0101

Permit Number: 8460

Gallatin City-County Health Department
INSTRUMENT OF POOR

FOR TRACT B OF

CERTIFICATE OF SURVEY 306A

WE, the undersigned, JESS P. OLSON and GRACE L. OLSON, as owners, and ROBERT C. FERGUSON and MARLENE E. FERGUSON, as purchasers;

HEREBY, make the following declaration as to limitations, restrictions and uses, to which the subject property may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said property, this declaration of restriction being designed for the purpose of keeping the said property desirable and uniform in use as hereinafter set forth.

The following terms, covenants and restrictions shall each and all be covenants, running with the land and shall be binding upon the grantor and the grantees and their respective heirs, personal representatives, successors and assigns and upon all subsequent owners of the real property hereinafter described; and the terms, covenants and restrictions herein contained shall be enforceable by the grantor and by the grantees or by any person or persons who shall hereafter own any interest in or part or parcel in the following described real property.

1. REAL PROPERTY: the real property as to which the terms, covenants and conditions herein contained apply is situated in the County of Gallatin, State of Montana and is described and known as TRACT B OF CERTIFICATE OF SURVEY 306A according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

2. ANIMALS AND FOWL. No poultry of any type may be kept upon any part of the property for commercial purposes. No swine of any kind or other objectionable animals shall be permitted for any purpose on the property.

3. TEMPORARY STRUCTURES. Except as provided herein, no structures of a temporary character, including but not limited to trailers, mobile homes, basements, tents, shacks, garages, barns or other outbuildings shall be used upon the real property at any time as a residence. Mobile Homes and trailers shall not be placed on the subject property. Each property owner shall have the right to place a temporary residential structure or mobile home on the property for the purpose of using the structure as a principal residence while a permanent residence is under construction but in no event shall the temporary structure or mobile home remain on the property for more than twelve (12) months.

4. COMMERCIAL ACTIVITY. The subject property shall not be used for any commercial activity unless the same can be conducted within the confines of the residence without generating more than twice the traffic which would normally occur if the property were used solely for residential purposes.

J.P.O.

J.E.O.
5. UTILITIES. Utilities constructed over and across said property shall be installed underground unless otherwise prohibited by law or not permitted by the servicing utility.

6. TERMS OF THESE RESTRICTIVE COVENANTS. These restrictive covenants shall remain in full force and effect until January 1, 2000 A.D. After that date, the said covenants shall automatically be extended and shall continue to run with the land until an instrument has been executed by persons owning more than 50% of the total area of the said real property by which instrument it shall be agreed to change the covenants in full or in part. Such instrument shall not be effective until it has been duly acknowledged and filed for record in the office of the Clerk and Recorder of Gallatin County, Montana.

7. ENFORCEMENT. Enforcement of these covenants shall be by proceedings either at law or in equity against any person violating or attempting to violate any covenant, and the legal proceedings may be either to restrain violation of the covenants or to recover damages or both.

8. EFFECT OF NON-ENFORCEMENT. The failure by any of the parties hereto or of any subsequent tract owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of the covenants.

9. EFFECTS OF PARTIAL INVALIDATION. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions, all of which shall remain in full force and effect.

10. INCORPORATION BY REFERENCE. In any conveyance of the above-described property or of any tract therein, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to the restrictions and covenants herein contained without setting forth such restrictions and covenants verbatim or in substance in said deed. All of the above-described real property shall be subject to the restrictions and covenants herein set forth whether or not there is a reference to the same in the deed or conveyance.

11. EFFECT ON THESE COVENANTS ON MORTGAGE. A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or any portion of the real property or any improvements thereon. However, the said restrictions and covenants shall be binding upon and inure to the benefit of any subsequent owner whose title thereof was acquired by foreclosure, trustee sale or otherwise.

12. PURPOSES OF THESE RESTRICTIVE COVENANTS. The purpose of the foregoing restrictions and covenants are to insure the use of the real property for attractive residences and enjoyable rural living and to secure to each tract owner the full benefit and enjoyment of his property with no greater restrictions upon the free and undisturbed use of his land than is necessary to insure the same advantages to the other owners. These restrictions and covenants should be interpreted to accomplish these purposes.
13. IMPROVEMENT OF ROAD. Each owner or owners, who are successors in interest to Olsons and Fergusons, severally and individually, by accepting a deed to the subject property agrees to contribute an equal share as to the maintenance and improvement of the road easement as the same may be determined by the majority of the owners of the subject property.

IN WITNESS WHEREOF, we have caused these restrictive covenants to be executed this 17 day of December, 1979.

JESS P. OLSON
GRACE L. OLSON

STATE OF MONTANA } ss.
County of Gallatin

On this 17 day of December, 1979 before me the undersigned, a Notary Public for the State of Montana, personally appeared JESS P. OLSON and GRACE L. OLSON, known to be to be the individuals that have executed and signed the above restrictive covenants on the day and year above written.

Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: 4-17-81

ROBERT C. FERGUSON
MARLENE E. FERGUSON

STATE OF MONTANA } ss.
County of Gallatin

On this 17 day of December, 1979 before me the undersigned, a Notary Public for the State of Montana, personally appeared ROBERT C. FERGUSON and MARLENE E. FERGUSON, known to me to be the individuals that have executed and signed the above restrictive covenants on the day and year first above written.

Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: 4-17-81
DECLARATION OF PROTECTIVE COVENANTS

This DECLARATION of Protective Covenants affecting the property below described is made and executed this 19th day of August, 1981.

WITNESSES:

WHEREAS, Sundance Mountain Meadows, a Montana Partnership, hereinafter referred to as "GRANTOR", is the owner of the real property hereinafter described.

NOW, THEREFORE, the GRANTOR hereby establishes, dedicates, declares, publishes and imposes upon the property below described the following Protective Covenants which shall run with the land and shall be binding upon and be for the use, benefit and value of the GRANTOR and all persons claiming under it, their heirs, grantees, successors and assigns, for the purpose of maintaining a uniform and stable value, character, architectural design, use, enjoyment and development of the property.

I. Definitions.

As used herein, certain terms and words are defined as follows:

1. Accessory Building - a building, such as a garage, barn, or tach shed, detached from a dwelling and used for purposes which are incidental and subordinate to a residential or agricultural use.

2. Agricultural Use - the practice of the science, art or occupation of cultivating the soil, growing fruits, vegetables or crops and raising or grazing of domestic livestock or poultry, whether for personal or commercial use, but excluding a feedlot.

3. Commercial Use - the business of engaging in the wholesale or retail solicitation or sale or rental of goods, products or real estate, as well as the providing of any service for which there is a charge or fee or expected profit, but excluding agricultural uses and home occupations.

4. Dwelling - a building, or portion thereof, designed for use as permanent living quarters having sleeping, cooking and complete sanitary facilities.

5. Feedlot - the use of enclosed smaller areas of land for commercial feeding or boarding of animals, which includes, but is not limited to, zoos, menageries and kennels, in addition to other types of familiar "feedlot" operations. The term shall exclude the raising of foxes on a commercial basis.

6. Guest House - a building for use as temporary living quarters by guests of the owner of a dwelling which has no kitchen or cooking facilities and is clearly incidental or subordinate to a dwelling situate on the same tract of land.

7. Home Occupation - any occupational use customarily conducted entirely within a dwelling by the inhabitants thereof, which is clearly incidental and secondary to the use of that dwelling as living quarters and in connection with which there are no sales of products or services not produced on the premises; no on-site employment of persons other than the residents of the dwelling; no generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the dwelling; no use of commercial vehicles for
deliveries to or from the premises; no signs or structures advertising the occupation; no excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations: the making of clothing; the giving of music lessons; a sole-practitioner professional practice, such as accounting; the providing of children day-care services, and the like.

8. Junk Area - the use of land for the wrecking, dismantling and/or storage of junk, including, but not limited to, inoperable motor vehicles and scrap materials of every sort.

9. Mobile Home - a vehicle built and transportable upon a chassis comprised of a frame and wheels which is designed for use as a dwelling.

10. Recreational Vehicle - a vehicle designed for use as a temporary dwelling for travel, recreation and vacation use; provided, that a recreational vehicle occupied as a dwelling on the same site for longer than one hundred eighty (180) days in any one year shall be deemed to be a mobile home.

11. Residential Use - the occupying of a dwelling for living and recreational purposes.

12. Single-Family - one or more persons living together as a single, non-profit housekeeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune and the like.

13. Subdivision - a division of land, or land so divided, resulting in the creation of two or more tracts of land out of a single, larger tract in order that title to, possession or occupancy of the tracts(s) so created may be sold, rented, leased or otherwise conveyed or transferred and shall include any re-subdivision.

14. Tract - a unit of land as designated on the certificate of surveys filed or to be filed in the Office of the Clerk and Recorder of Gallatin County, Montana, within the property described in Exhibit "A" attached hereto, and also including any property not surveyed into separate parcels. The term tract shall also include a tract of land resulting from the subdivision of the original tract.

15. Industrial Use - the refining, smelting, milling, processing, manufacture, production, sale or bulk storage of raw materials for ultimate use in the making of a finished good, including the extraction thereof, such as mining or lumbering.

16. Setback - the horizontal distance required between any structure and a road, lot line, live source of water or stream. This distance is to be measured at right angles to the road, property line, source of water or stream.

17. Signs - any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from outside the building in which it is situated, which identifies, advertises, displays or otherwise attracts attention to either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing or happening of whatever nature, and by any means, including words, letters, numerals, figures, designs, symbols, fixtures, colors, mottos, illumination, projection, contrast, conspicuous and the like.
II. Description of Property Subject To This Declaration Of Protective Covenants.

The real property which is and shall be conveyed, transferred, used, occupied, sold or otherwise transferred subject to these Protective Covenants is located in the County of Gallatin, State of Montana, being more particularly described on Exhibit "A" attached hereto, and by this reference made a part hereof. The real property described in Exhibit "A" shall be known as Sundance Mountain Meadows.

III. Uses.

1. The permitted uses of the tract shall be primarily for single-family residential purposes and secondary for recreational home purposes.

2. The property may also be used for agriculture and the maintenance of horses, livestock and fowl for personal use subject to the conditions herein set forth.

3. Home occupations and hobbies may be conducted in a portion of the dwelling, or in accessory buildings, such as offices, studios, or work rooms by one (1) or more persons residing in the dwelling unit. The activity must be clearly incidental and secondary to the use of the dwelling for residential purposes, and shall not change the character or appearance of the residence or neighborhood, and shall be limited in location to a dwelling, attached appurtenances, or accessory buildings. Accessory buildings shall conform to the architectural style and colors of the residence on the lot upon which it is placed. The accessory buildings shall not be so numerous or so large so as to detract from the aesthetic character of the neighborhood.

4. No feed lots or junk areas shall be allowed on any tract.

5. Except as herein set forth, the tracts shall not be utilized for commercial or industrial purposes, provided however, that the rental of a residence shall not be prohibited and the planting, caring, harvesting, and gardening of grain and produce shall be allowed and the raising of livestock and fowl as permitted herein shall not be considered as a commercial use.

IV. Buildings.

1. (a) Except as herein specifically provided, no mobile homes, trailers, tepees, geodesic domes, recreational vehicles or the similar structures shall be allowed as residences, nor shall such structures be allowed on the premises other than on a temporary basis.

   (b) Recreational vehicles and campers shall be allowed to be stored on the premises after the residence is built, but not for the purposes of residing therein, nor for commercial, industrial or business use on the premises.

   (c) Recreational vehicles and campers shall be allowed to be used on a tract for temporary camping purposes and must be removed if not being used for such purposes.

2. No more than one single-family dwelling for residential or second home use shall be permitted on each tract. One guest house and a reasonable number of accessory buildings shall be allowed with each dwelling, provided the main dwelling is built first.
3. All construction on a dwelling shall be completed within eighteen (18) months of date of commencement.

4. During the course of construction of a dwelling, one mobile home or recreational vehicle or camper for living purposes shall be permitted for a period not to exceed twelve (12) months from the date of commencement of construction, at the expiration of which time the mobile home shall be removed or the recreational vehicle shall no longer be used for living purposes.

5. The visible exterior of all dwellings, guest houses, and accessory structures shall be constructed of natural materials, such as wood, log or stone, and shall be finished in rustic or earthen shades and tones so as to blend with the natural surroundings. All dwellings shall be placed upon a cement foundation.

6. No dwelling shall have less than 1,000 square feet of ground floor area, exclusive of garage, carport, porches, decks, or other additions; no dwelling or other building shall be constructed of a height greater than two (2) stories; no old house or buildings shall be moved upon any tract; new materials shall be used in the construction of all structures; and no building shall be located upon any tract nearer than fifty (50) feet from the outside boundaries. The design, size, color, use, shape and location of each improvement shall conform with and be in harmony with the natural setting of the area and with the existing improvements on the tract and also in harmony with the improvements in the surrounding neighborhood and in conformance with state and county requirements. Any dwelling less than 1,000 square feet shall be required to have an overhanging roof with at least one foot extending over the lateral walls of the dwelling. An A-frame type house with its roof running to the ground need only have a roof overhang on the lateral ends. All exterior window and door frames shall be made of wood or other natural materials. No structure shall be located closer than fifty (50) feet from any road and not less than one hundred (100) feet from any spring or other live source of water. Natural log structures shall be constructed only with logs which have been professionally prepared.

V. No Firearms, Hunting, Tapping or Harassment of Animals.

No hunting, trapping or harassment of game animals shall be allowed, no indiscriminate or wide-range shooting shall be allowed. However, proper pest and predator control shall be permissible in addition to the orderly and safe usage of firearms for sporting purposes, only upon one’s own property.

VI. Water Supply and Sewage Disposal System.

No permanent individual sewage or disposal systems shall be permitted on the tract unless said system is located and constructed and equipped in accordance with the standards and regulations of the Montana State Board of Health and the Gallatin County Board of Health in effect on the date said system is constructed. In no event shall any system, whether temporary or permanent, be located, constructed or equipped in such manner so as to pollute the water of any pond, well, spring or other source of water.

VII. Signs.

1. Except as otherwise expressly permitted, all signs are prohibited.
2. One sign, identifying the owners of a dwelling, made of wood or other natural materials, rustic in appearance, and not exceeding six (6) square feet in area, ten (10) feet in height from the ground, or one (1) per tract, shall be permitted.

3. "For Rent", "For Sale" and signs of similar purposes not exceeding six (6) square feet in area, six (6) feet in height from the ground or one (1) per tract shall be permitted.

4. Signs warning against hunting, fishing, trespassing, etc., not to exceed one (1) square foot in area or five (5) feet in height from the ground shall be permitted.

5. Grantor may place a sign on the property remaining in its ownership, or upon the easements to or through the property identifying the property as Sundance Mountain Meadows.

VIII. Pets, Horses, Livestock and Fowl.

With the exceptions herein noted, pets, horses, livestock and fowl shall be allowed so long as they are strictly controlled by their owners so as to prevent them from creating a nuisance to their neighbors and interfering with any livestock, horses, fowl, pets and wild life or vegetation upon the neighboring tracts or properties. No dogs shall be allowed to roam at large and at all times shall be kept under the control of or restrained on their owner's property. No pigs or goats shall be allowed, except a minor child of an owner may raise one pig or one goat as a 4-H project, provided such pig or goat is kept in a clean and sanitary condition.

IX. Off-Road Vehicles/Snowmobiles and Motorbikes.

The use of any motorized off-road or all-terrain vehicle, including snowmobiles and motorbikes, shall be permitted only on established public or private roads except in cases where the immediate care or safety of life; property or livestock requires their use off of established public or private roads.

X. Noxious Activities/Nuisances.

No noxious or offensive activity shall be permitted upon any of the real property covered by these Protective Covenants, nor shall any use or activity be permitted which may be or may become an annoyance or nuisance to adjacent landowners or which may depreciate the natural environmental amenities of said property.

XI. Garbage and Refuse Disposal.

No part of the property shall be used for or maintained as a dumping ground for rubbish, trash, slash, garbage, debris or other waste, except when kept in sanitary containers which shall be disposed of promptly, on a periodic basis. All containers and equipment for disposal of such material shall be kept in a sanitary condition and reasonable precautions shall be taken against fire hazards. No burning or refuse of any kind shall be permitted except burning of dead plants and trees shall be allowed as long as it is done in a safe manner and a burning permit is obtained if required. No unused machinery, equipment or metal parts or unlicensed autos shall be allowed to permanently be stored on the premises.

XII. Storage of Materials.

The storage of supplies or equipment, boxes, materials,
machinery, or machinery parts, old cars, and the like which are to be permanently stored on a tract, shall be placed and stored in buildings for that purpose.

XIII. Nuisances.

No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as a whole.

XIV. Easements.

An easement for utilities on and across the tracts is reserved unto the Grantor, its, successors and assigns, including the other tract owners to whom Grantor has sold tracts, across each tract for the installation and maintenance of utilities. The utility easement shall be located as close to the exterior boundaries of each tract as is reasonably practical. Such utility easements shall survive the termination of these covenants.

XV. Subdivision.

1. No further subdivision of tracts as originally surveyed and recorded by GRANTOR shall be permitted unless the resulting tracts are equal to or greater than five (5) acres in size. Each tract may only be divided once. However, tracts may be surveyed within an original tract or subsequently divided tract for the purpose of releases or deeding for mortgage purposes. All bona fide boundary line adjustments shall be allowed. Also, tracts resulting from a Court Decree ordering foreclosure or a division of the property shall not be in violation of these covenants.

2. The tracts resulting from any subdivision and the owners thereof shall be bound by the terms of these Protective Covenants.

3. There shall be permitted upon each undeveloped tract resulting from a subdivision the same uses, kinds and number of buildings as would be permitted under these Protective Covenants had the tract so created by the subdivision been originally surveyed and recorded; provided further that any houses located on the resulting tract shall be at least three hundred (300) feet apart.

XVI. Roads.

The only roads permitted on the real property covered by these Protective Covenants shall be those as set forth on the original Certificates of Survey filed by GRANTOR, provided however, that this restriction shall not prohibit the creation of new private roads or driveways for access to dwellings or accessory buildings on existing tracts, or on tracts created by future subdivision, provided that all such private roads or driveways originate from those roads designated on the original Certificate of Survey filed by GRANTOR. In the event of the written approval of seventy-five percent (75%) of the tract owners with one vote per tract, a new road may be constructed, provided the proper recorded easement is obtained from the servient owner. The GRANTOR reserves the right to move road materials from any tract when constructing the original roads. GRANTOR will grade any such area back to a natural state. After the initial road system is installed by the GRANTOR the tract owners shall have the responsibility of maintaining the roads at their own initiative.
XVII. **Utilities.**

Each owner of a tract must assume the burden and expense of supplying electricity, telephone, water and sewer facilities or other utilities for his use. All utilities shall be installed underground from the main line if the utility company provides such underground service.

XVIII. **Enclosure.**

Adequate fences shall be constructed by each owner to contain whatever type of animals or fowl owner maintains on his tract, such fences to be of type and appearance so as not to detract from the general appearance of the lands. In the event a tract owner encloses his property and there is an existing boundary fence built by an adjoining property owner, then such adjoining tract owner may connect his fence to the existing fence provided he pays the adjoining owner one-half (1/2) of the original costs of constructing the fence and thereafter he shall share in fifty percent (50%) of the maintenance thereof. The property owner's association shall share the cost of maintenance of fences on the exterior boundaries of Sundance Mountain Meadows with adjoining property owners as required by Montana law, and shall assess each tract owner his proportionate share thereof.

XIX. **Husbandry.**

Lands must be kept free from noxious weeds, as defined by the Gallatin County Weed Board. Grass and hay shall be cut or grazed on an annual basis to prevent fire hazard. Any area disturbed by construction shall be reseeded to natural vegetation.

XX. **Diversion of Water.**

No diversion of water from any spring or live source of water shall be allowed except for development of springs for domestic use only.

XXI. **Timber Cutting.**

Except as provided herein for thinning purposes, no live trees shall be cut except as shall be necessary for the construction and maintenance of structures or as shall be necessary to remove diseased or dead trees. Selective cutting of trees shall be allowed for the purpose of thinning a stand of trees for improvement of growth and aesthetics, provided the Architectural Committee must first consent in writing to the thinning and provided good forestry practices are followed.

XXII. **Sundance Mountain Meadows Homeowners’ Association.**

1. Every owner of a tract shall be a member of the Sundance Mountain Meadows Homeowners' Association. Membership shall be appurtenant to and may not be separate from the ownership of any tract subject to assessment. Each tract owner shall be responsible for advising the Association of his acquisition of ownership and his current address. Each owner shall be bound by the Bylaws and duly passed Resolutions of the Association. The Association may be incorporated as a non-profit homeowners' association by the GRANTOR or by the vote of a simple majority of the votes of the record owners.

2. The Association shall have two (2) classes of voting membership:
Class "A": Class A members shall be all tract owners with the exception of the Class B members named below. Class A members shall be entitled to one vote for each tract owned. When more than one person holds an interest in any tract, all such persons shall be members. The vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any tract even though the tract is subsequently subdivided.

Class "B": The Class B member shall be the developer, which shall be entitled to two (2) votes for each tract owned. Class B membership shall cease and be converted to Class A membership when seventy percent (70%) of the original Tracts are sold to third parties.

3. The homeowners' association may levy an assessment on each tract and the owner thereof for the purposes of the improvement, repair and maintenance of roads, snow removal, maintenance of the exterior boundary fences of the subdivision and fences along canals constructed by the Association, if any, and for such other purposes as may be approved by two-thirds (2/3) of the total votes of the tract owners. The Grantor for each tract owned within the property herein described hereby covenants, and each owner of any tract or subdivision thereof, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the property owner's association, such assessment as shall be levied by the association on an annual basis. The annual assessment shall be charged upon the land and shall be a continuing lien upon the property and tract upon which the assessment is made. Each assessment shall also be the personal obligation of the person who is the owner of the property at the time the assessment fell due, and in the event of any action to enforce the collection of any assessment, the property owner's association shall be entitled to its costs and interest at the legal rate from the date due and reasonable attorney's fees.

Members of the association shall annually elect three (3) to five (5) directors who shall have the power and responsibility of setting the amount of the assessments on each tract for each year. Such directors shall be elected by a majority of the votes represented at a quorum of any meeting of the association, and may be removed from time to time at any regularly called meeting of the association.

The total assessment shall be divided and paid equally by the owners of each tract regardless of the size of the tract. After the initial assessment is set the assessment against any tract shall not exceed twenty percent (20%) per year without the approval of two-thirds (2/3) of the votes of the owners of tracts. The first assessment shall not exceed $75.00 per tract.

4. Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be mailed to all members not less than 15 days nor more than 30 days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of Class A and Class B members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. The annual assessments provided for herein shall commence as to all tracts on the date determined by the Board of Directors.
The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date of each annual assessment. Written notice of the annual assessment and the due date shall be sent to every owner or member subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a Director of the Association, setting forth whether the assessment of a specified lot have been paid.

6. 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 against the owners personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot. Upon delivery of the notice of assessment to the owner, the assessment shall be a lien upon the owner's tract until paid. The Association may record a notice of the lien with the Clerk and Recorder of Gallatin County, Montana, and in the event of non-payment within thirty (30) days after recording the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The recording of the notice of lien shall be notice to all third parties of the assessment outstanding against the tract.

7. The sale, transfer or encumbrance of any tract shall not affect the assessment lien or the personal liability of the owner except to the extent extinguished by Montana law pertaining to liens. No sale, transfer or encumbrance shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof, provided that if the assessment lien has not been recorded with the Clerk and Recorder of Gallatin County, a good faith purchaser or encumbrancer shall take the property free of the lien.

XXIII. Architectural Committee.

1. The Architectural Committee shall consist of three (3) persons who shall be appointed by a majority of the Board of Directors of the Homeowners Association. After such an appointment the Committee shall have authority to act hereunder until they are removed or their successors are appointed.

2. Prior to the construction or placement of any residence or accessory buildings or other improvements on a lot, a plan of the design, size, color, location, and use shall be first submitted to the Architectural Committee, who shall determine by a majority whether the plans conform with the spirit of these covenants. A majority of the Architectural Committee shall within fifteen (15) days, either deny or approve the plan in writing addressed and delivered to the lot owner. The plan shall consist of a drawing to scale of the improvement and location with sufficient detail for the Architectural Committee to determine its size, color, use and location, and conformance with these covenants. Any two of the Committee may act to deny or approve the plan.

3. In the event the Architectural Committee fails to approve or disapprove such design, location, construction, and materials within fifteen (15) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully complied with, provided the other objective stipulations set forth in these covenants are complied with. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the 15 day period
hereinabove provided, shall then permit the owner to commence construc-
tion in accordance with said plan, provided that the structure
and plan must conform to the minimum building and use restrictions,
but any deviation from said plan which in the judgment of the Committee
is a substantial detriment to the appearance of the structure or of
the surrounding area shall be corrected to conform with the plan as
submitted. Once approval is given to a set of plans, the improvement
must be commenced within one (1) year and if not, the plans shall be
resubmitted to the Architectural Committee. Once construction is
commenced an improvement shall be completed within one (1) year.

4. The Architectural Committee may, by a majority vote,
waive strict compliance with the minimum building and use restrictions
and set back requirements, provided the proposed plans conform to the
spirit of these covenants. Further, the Architectural Committee may,
by a majority, upon application, grant a variance from the minimum
building and use restrictions for good cause shown or in the case of
hardship, and provided that the spirit of these covenants is complied
with.

5. Neither the Association, or the Architectural Committee
directors, nor the individual members thereof, may be held liable to
any person for any damages for any action taken pursuant to these
covenants, including, but not by way of limitation, damages which may
result from approval, correction, amendment, changes or rejection of
plans, the issuance of building permits, or the granting of variances,
or any delays, associated with such action on the part of the committee.

XXIV. Term, Enforcement, Applicability and Change of Covenants.

1. These restrictive covenants shall remain in full force
and effect until December 31, 2001. After that date the said covenants
shall automatically be extended for additional five (5) year periods
until terminated or modified by recording an acknowledged instrument
signed by a simple majority of the votes of tract owners in the sub-
division. Each owner shall have one (1) vote per tract or subdivision
thereof.

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

3. The failure by the GRANTOR or its assigns or the
association of any subsequent tract owner to enforce any covenants
or restriction contained herein shall in no event be deemed a waiver
or in any way prejudice the right to enforce that covenant at any time
against any person breaking the covenant or any other covenant breached
thereafter or to collect damages for any subsequent breach of covenants.

4. Invalidation of any one of these covenants by judgment
or court order shall in no wise affect any of the other covenants or
provisions, all of which shall remain in full force and effect.

5. In any conveyance of the above-described real property
or any tract thereof, 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.
All of the above described real property and tracts shall be subject to the restrictions and covenants set forth whether or not there is a reference to the same in a deed or conveyance.

6. A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvements thereon. However, the said restrictions and covenants shall be binding upon and inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

7. These covenants may be changed in whole or in part by the substitution, acknowledgment and recording of an instrument in writing with the Gallatin County Clerk and Recorder, setting forth the change signed by the owners of at least sixty-six and two-thirds (66 2/3) of the votes of owners of tracts in the subdivision.

IN WITNESS WHEREOF, the said GRANTOR has executed this instrument as of the date and year first above written.

SUNDANCE MOUNTAIN MEADOWS, a Montana Partnership,

BY: ______________________________________
    Managing Partner

STATE OF MONTANA    )
County of Gallatin  )    ss.

On this 19th day of August, 1981, before me, a Notary Public in and for said State, personally appeared _______________________________________, known to me to be the managing partner of Sundance Mountain Meadows, a Montana Partnership, and known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of said partnership.

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

____________________________________
Notary Public for the State of Montana
Residing at Bozeman, Montana
My Commission expires 7-14-82

(Notarial Seal)
STATE OF MONTANA ,

County of Gallatin ,

On this 19th day of October, 1981, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ROBERT C. FERGUSON and MARLENE FERGUSON, husband and wife, 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 my Notarial Seal the day and year first above written.

[Notary Seal]

Notary Public for the State of Montana
Residing at Bozeman
My Commission expires 3-16-12
EXHIBIT "A"

Tract B of Certificate of Survey No. 306A, a tract of land in the NE 1/4 of Section 7, Township 2 South, Range 7 East, M.P.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. EXCEPTING that portion of land described as Certificate of Survey No. 306C located in the NE 1/4 of said Section 7, Township 2 South, Range 7 East, TOGETHER with a non-exclusive easement sixty feet (60') wide from the present Kelly Canyon Road to the property above-described running from the Kelly Canyon Road along the North line of said Section 7 to the West edge of the above-described property.
AMENDMENT TO PROTECTIVE COVENANTS

THIS AMENDMENT TO PROTECTIVE COVENANTS, affecting the property herein described is made and executed this 29th day of December, 1981.

WITNESSETH:

WHEREAS, Sundance Mountain Meadows, a Montana Partnership, made and executed the Declaration of Protective Covenants which was recorded in Film 66 of Miscellaneous, page 1137, of the records of the Clerk and Recorder of Gallatin County, Montana, covering certain real property described therein, to-wit:

Tract B of Certificate of Survey No. 306A, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

and

WHEREAS, the property has been resurveyed and divided into tracts as shown on Certificate of Survey No. 306E and Tract B-2 of Certificate of Survey No. 306D; and

WHEREAS, the undersigned desires to amend said Declaration of Protective Covenants to reflect the new survey and to clarify the said existing Declaration of Protective Covenants and to add certain amendments to said Covenants.

NOW, THEREFORE, Sundance Mountain Meadows, a Montana Partnership, hereinafter referred to as "Grantor" hereby amends the Protective Covenants recorded in Film 66 of Miscellaneous at page 1137, records of the Clerk and Recorder of Gallatin County, Montana, in the following respects.

Paragraph II Description of Property Subject To This Declaration of Protective Covenants is deleted and the following is inserted in its place and stead.

II. Description of Property Subject To This Declaration of Protective Covenants.

The real property which is and shall be conveyed, transferred, used, occupied, sold or otherwise transferred subject to these Protective Covenants is located in the County of Gallatin, State of Montana, being more particularly described as Tract B-2 in Certificate of Survey No. 306D and in Certificate of Survey No. 306E, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. The real property described in said Certificates of Survey shall be known as Sundance Mountain Meadows. Any reference to an original survey in these Covenants shall be interpreted to mean the tracts as surveyed in said Certificates of Survey.

Paragraph XXI Timber Cutting shall be amended by adding the following:

"Notwithstanding anything herein to the contrary, live trees and vegetation may be cut as shall be necessary for the construction and maintenance of the road system in the subdivision and the private roads to the structures. Persons cutting said trees or timber shall clean up the slash resulting from such cutting."
IN WITNESS WHEREOF, the said Grantor has executed this instrument as of the date and year first above written.

SUNDANCE MOUNTAIN MEADOWS, a Montana Partnership,

BY: SUNDANCE FUNDING CORPORATION, Managing Partner,

DANIELL D. HENDERSON, Vice-President

STATE OF MONTANA)

County of Gallatin)

On this 4th day of December, 1981, before me, a Notary Public in and for said State, personally appeared DANIELL D. HENDERSON, known to me to be the Vice-President of Sundance Funding Corporation, the corporation that executed the within instrument as the managing partner of Sundance Mountain Meadows, a Montana Partnership, and acknowledged to me that the corporation executed the same on behalf of said partnership and acknowledge to me that such partnership executed the same.

IN WITNESS WHEREOF, I have heretounto set my hand and affixed my official seal as of the day and year first above written.

[Signature]

Notary Public for the State of Montana
Residing at Bozeman, Montana
My Commission expires 3-11-82

State of Mont., County of Gallatin, ss Filed for record December 4, 1981, at 1:20 AM, and recorded in Book 67 of MISCELLANEOUS page 390

Lucille C. Bridges, Recorder. By Sherry M. Hedges, Deputy

Rt: American Land Title

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MIKE SCHLAUCH
Agent | Owner
406.580.8380 | mike@suplatinum.com

Mike, a native Montanan, graduated from Montana State University with a degree in Construction Engineering Technology. He spent the next 13 years working throughout the U.S., managing complex construction projects in the mining, utility, manufacturing, and refining industries before returning to Montana in 1997. He co-founded Schlauch/Bottcher Construction, Inc. (SBC), one of the largest and most-respected custom home construction companies in the region. As a member of the Platinum team, Mike brings his solid work ethic, extensive construction and business knowledge, along with his love, history, and respect for Montana to all of his clients and transactions.

SALLY UHLMANN
Agent | Owner
406.223.5964 | sally@suplatinum.com

Sally is invested in the Gallatin Valley, owning properties, building high-end homes, hosting numerous non-profit events, and consistently ranking as one of Bozeman’s Top Producing real estate agents. For nearly a decade, she has specialized in high-end properties and in providing clients with concierge-level service. Her solid expertise is built on experience, beginning with her designer clothing company, Salaminder, then raising 3-Day Event horses, followed by helping found Ariat, an internationally acclaimed boot and clothing company. Sally is affiliated with Who’s Who in Luxury Real Estate, and duPont Registry.

TORREY BENSON
Platinum Properties Associate
720.284.8045 | torrey@suplatinum.com

Real Estate is in Torrey Benson’s DNA. A 40-year family business in commercial real estate laid the framework for Torrey’s career path. Growing up in the western suburbs of Minnesota, Torrey spent her childhood learning the ins and outs of client relationships, deal making, hard work, and ethics. A fierce competitor in sports, she served as captain of her high school tennis, softball, and downhill ski teams, winning state championships, and participating in the Junior Olympics. She now channels her desire to win to bringing in the best deals for her clients.

Torrey’s professional real estate career spans many aspects of the industry from serving as Marketing Director for historic development in Denver, being a Commercial Broker in Denver, selling luxury real estate in Vail, and now serving both buyers and sellers in Bozeman.

BRETT EVJE
Platinum Properties Associate
406.223.8332 | brett@suplatinum.com

Brett is an entrepreneur, businessman and fifth generation Montanan. Born and raised in Southwest Montana, Brett has an affinity for travel, innovative design, and working with clients on an individual basis to create a custom, expertly crafted home buying experience. He is a restaurant owner, project developer and former published stone mason. He loves old cars, fine wine, his amazing daughter and extraordinary wife. Brett has a passion for Montana real estate, and the authenticity of people who choose to live here.
Kelly Creek Lodge

849 KELLY CREEK ROAD | BOZEMAN, MONTANA

MEET THE PLATINUM PROPERTIES TEAM

MIKE SCHLAUCH
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