

803996 DECLARATION OF COVENANTS
BORDERLINE RANCH – PHASE 4 Amended Record of Survey

ROCKY MOUNTAIN TIMBERLANDS, INC., a Montana corporation registered to do business in Wyoming, of P. O. Box 1153, Bozeman, MT 59771-1153, herein the Grantor, is the titled owner of that certain property located in Campbell County, Wyoming, more particularly described as follows:

SEE EXHIBIT "A"

The immediate Grantor and all future Grantees, (which includes present Grantees) their successors, heirs and assigns forever, of any portion of the said property, covenant and agree by the acceptance of a conveyance to faithfully observe and comply with the following restrictions, conditions, covenants and limitations, which shall be deemed covenants running with the land.

1. Any and all animals kept on the property must be fenced or contained within the boundaries of said property. Pets shall not be allowed to run at large and shall be in control at all times. No property owner or resident shall be permitted to operate a commercial hog farm, a commercial feedlot, or a commercial chicken farm on the property. Any animals kept on this property shall be for domestic or household use, including pets. Commercial dog kennels or boarding will not be allowed. Livestock operations will need to be approved in writing on a case by case basis. Said approval will be in writing by an active board member of Rocky Mountain Timberlands, Inc.
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 roads giving access to this property are not maintained by Grantor. All future Grantees are totally responsible for providing and maintaining non-public roads. This is to say that if a purchaser wants the roads maintained he or she may do so but is not required to do so. 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. When installing a driveway, an eighteen-inch (18") culvert is required on any road approach.
4. All future Grantees covenant and agree that the Grantor is reserving a sixty-foot (60') easement for general ingress and egress and for public utilities as recorded on the Record of Survey or as said Record of Survey is amended; a fifteen foot (15') easement for public utilities will run parallel to all surveyed property lines as shown on the Record of Survey. Subdivision

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non-reflective and non-metallic materials must have been factory installed. No mobile home may be installed on subject property and then covered with wood siding. This covenant is not intended to prohibit a property owner from storing a factory constructed recreational vehicle on the subject property following completion of Grantees residence. A property owner may use a factory constructed recreational vehicle for temporary use on this property such as during hunting season, during vacations, or during construction. In the case of construction, two (2) years shall be the maximum use, but never as a permanent residence. During such construction said construction must be obvious to Grantor or 90 days per year is maximum time said recreation vehicle may be kept on subject property prior to permanent residence being completed. Construction must be on-going. 90 days shall be the maximum use in the case of hunting season and/or vacations. Tent or teepee camping will be restricted to 21 days or less in any calendar year.

9. All future grantees covenant and agree that no signs or advertisements shall be placed on this property except for a sign designating the owner's name, lot number and/or address. This restriction shall not preclude any future grantee from placing a "For Sale" sign on the property. "No trespassing" signs will be allowed with a minimum of 200 feet spacing between signs. Businesses shall be allowed only to the extent that they can be operated out of an established residence or garage, and are secondary to the residence itself. Grantor will determine what use is or is not secondary to the residence itself. No bed and breakfast inns, quarries or recreational complexes to be allowed. Any proposed commercial activity on this property will require written permission from a corporate officer of Rocky Mountain Timberlands, Inc. its assigns or heirs prior to use on subject property.

10. All future grantees covenant and agree not to further subdivide the property and that grantor will allow no more than two (2) single-family residences and accompanying out buildings per each thirty-five (35) acre or larger lot. Each residence may have a guest house and out buildings, such as unattached garage, barn, etc.

11. Any provisions herein, with the exception of provision number 10, may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by the owners of record of not less than 60% of the parcels covered under these covenants as described in the legal description herein. Provision number 10 may not be amended or revoked.

12. The subject property has an existing grazing lease that extends through December 31, 2002. In the event any landowner does not want livestock on his or her land, the landowner maintains the right to fence the livestock out at the landowner's expense.

13. In the event it should become necessary for any party, which shall include a landowner,

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THIRTY TRACTS OF LAND BEING PORTIONS OF SECTIONS 19, 20, 21, 29, AND 30 TOWNSHIP 58 NORTH, RANGE 73 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER COMMON TO SAID SECTION 29 AND SECTION 28, TOWNSHIP 58 NORTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING, SAID POINT LYING SOUTH $0^{\circ}08'25''$ EAST A DISTANCE OF 1317.37 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT BL-13 OF BORDERLINE - PHASE 2 AS FILED IN THE OFFICE OF COUNTY CLERK AND RECORDER FOR CAMPBELL COUNTY, WYOMING;

THENCE SOUTH $70^{\circ}07'33''$ WEST ALONG THE NORTH LINE OF LOT BL-35, BORDERLINE - PHASE 3 AS RECORDED IN SAID OFFICE OF CLERK AND RECORDER FOR CAMPBELL COUNTY, A DISTANCE OF 536.83 FEET TO THE SOUTHEAST CORNER OF LOT BL-36 OF SAID BORDERLINE - PHASE 3;

THENCE NORTH $36^{\circ}10'22''$ WEST ALONG THE EAST LINES OF LOTS BL-36 AND BL-38 A DISTANCE OF 1860.93 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT BL-38 SAID POINT ALSO LYING ON THE NORTH LINE OF SAID SECTION 29;

THENCE SOUTH $67^{\circ}07'33''$ WEST ALONG THE NORTH LINE OF SAID LOT BL-38 A DISTANCE OF 1790.75 FEET TO THE MOST NORTHWESTLY CORNER THEREOF;

THENCE NORTH $56^{\circ}16'28''$ WEST ALONG THE NORTH LINE OF LOT BL-39 OF SAID BORDERLINE - PHASE 3 A DISTANCE OF 411.57 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH $57^{\circ}35'52''$ WEST ALONG THE NORTH LINE OF LOT BL-40 OF SAID BORDERLINE - PHASE 3 A DISTANCE OF 300.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.13;

THENCE ALONG SAID NORTH LINE AND CURVE THROUGH A CENTRAL ANGLE OF $68^{\circ}16'42''$ AN ARC DISTANCE OF 298.08 FEET;

THENCE SOUTH $54^{\circ}07'26''$ WEST ALONG SAID LOT BL-40 NORTH LINE A DISTANCE OF 143.79 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH $86^{\circ}39'35''$ WEST ALONG THE NORTH LINE OF LOT BL-41 OF SAID BORDERLINE - PHASE 3 A DISTANCE OF 352.09 FEET;

THENCE NORTH $63^{\circ}46'28''$ WEST ALONG SAID LOT BL-41 NORTH LINE AND LOT BL-42 OF SAID BORDERLINE - PHASE 3 A DISTANCE OF 629.09 FEET;

THENCE NORTH $76^{\circ}15'52''$ WEST ALONG SAID LOT BL-42 NORTH LINE A DISTANCE OF 46.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 303.87 FEET;

THENCE ALONG SAID CURVE AND SAID LOT BL-42 NORTH LINE AND LOT BL-72 OF SAID BORDERLINE - PHASE 3 THROUGH A CENTRAL ANGLE OF $72^{\circ}46'47''$ AN ARC DISTANCE OF 365.99 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 975.00 FEET;

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THENCE ALONG SAID CURVE AND SAID LOT BL-72 NORTH LINETHROUGH A CENTRAL ANGLE OF 51°00'49" AN ARC DISTANCE OF 868.10 FEET;

THENCE NORTH 54°42'18" WEST ALONG SAID LOT BL-72 NORTH LINE A DISTANCE OF 103.77 FEET;

THENCE SOUTH 75°49'28" WEST ALONG THE NORTH LINE OF LOT BL-71 OF SAID BORDERLINE - PHASE 3 A DISTANCE OF 130.91 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 51°28'28" WEST ALONG SAID LOT BL-71 NORTH LINE A DISTANCE OF 314.73 FEET;

THENCE SOUTH 37°24'27" WEST ALONG SAID LOT BL-71 NORTH LINE A DISTANCE OF 278.44 FEET;

THENCE SOUTH 59°04'06" WEST ALONG SAID LOT BL-71 NORTH LINE A DISTANCE OF 341.28 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 69°08'50" WEST ALONG THE NORTH LINE OF LOT BL-70 OF SAID BORDERLINE - PHASE 3 A DISTANCE OF 252.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 193.77 FEET;

THENCE ALONG SAID CURVE AND SAID LOT BL-70 NORTH LINE THROUGH A CENTRAL ANGLE OF 57°49'47" AN ARC DISTANCE OF 195.57 FEET;

THENCE NORTH 53°01'23" WEST ALONG SAID LOT BL-70 NORTH LINE A DISTANCE OF 250.70 FEET;

THENCE NORTH 57°22'52" WEST ALONG SAID LOT BL-70 NORTH LINE A DISTANCE OF 162.32 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 12°01'28" WEST ALONG THE WEST LINE OF SAID LOT BL-70 A DISTANCE OF 1885.48 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE CENTER-NORTH SIXTEENTH CORNER OF SAID SECTION 30;

THENCE NORTH 89°55'04" WEST ALONG THE NORTH SIXTEENTH LINE OF SAID SECTION 30 A DISTANCE OF 1319.25 FEET TO THE SE CORNER OF GOVERNMENT LOT 5 OF SAID SECTION 30;

THENCE NORTH 0°06'15" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 1323.27 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO LYING ON THE NORTH LINE OF SAID SECTION 30;

THENCE NORTH 89°53'02" WEST ALONG THE NORTH LINE OF SAID SECTION 30 A DISTANCE OF 1247.94 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 0°08'33" EAST ALONG THE WEST LINE OF SAID SECTION 19 A DISTANCE OF 2639.87 FEET TO WEST QUARTER CORNER OF SAID SECTION 19 SAID POINT ALSO BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 8 OF SAID SECTION 19;

THENCE SOUTH 89°53'13" EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8 A DISTANCE OF 1250.52 FEET TO THE SOUTHEAST CORNER THEREOF;

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THENCE NORTH 0°07'59" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 8 A DISTANCE OF 1442.46 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 19 AND ON THE STATE BOUNDARY LINE FOR WYOMING AND MONTANA;

THENCE SOUTH 89°56'24" EAST ALONG SAID STATE BOUNDARY LINE AND THE NORTH LINE OF SAID SECTION 19 A DISTANCE OF 1071.64 FEET TO MILE POST 267;

THENCE NORTH 89°47"15" EAST ALONG SAID STATE BOUNDARY LINE AND THE NORTH LINES OF SAID SECTIONS 19 AND 20 A DISTANCE OF 5095.45 FEET TO MILE POST 268;

THENCE SOUTH 89°38'53" EAST ALONG SAID STATE BOUNDARY LINE AND THE NORTH LINE OF SAID SECTION 20 A DISTANCE OF 3052.81 FEET TO THE NORTH EAST CORNER OF SAID SECTION 20;

THENCE SOUTH 0°03'58" EAST ALONG THE EAST LINE OF SAID SECTION 20 A DISTANCE OF 1460.81 FEET TO THE EAST QUARTER CORNER THEREOF;

THENCE SOUTH 0°01'20" EAST A DISTANCE OF 1317.66 FEET TO THE NORTH SIXTEENTH CORNER COMMON TO SAID SECTIONS 20 AND 21;

THENCE NORTH 89°57'10" EAST ALONG THE SOUTH SIXTEENTH LINE OF SAID SECTION 21 A DISTANCE OF 2643.01 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER THEREOF;

THENCE SOUTH 0°00'33" EAST ALONG THE NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 21 A DISTANCE OF 1318.04 FEET TO THE SOUTH QUARTER CORNER THEREOF;

THENCE SOUTH 89°57'40" WEST ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 2642.71 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 0°08'25" EAST ALONG THE EAST LINE OF SAID SECTION 29 A DISTANCE OF 1317.37 FEET AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 1104.922 ACRES. THE BASIS OF BEARING FOR THE ABOVE DESCRIBED PARCEL IS THE PLAT BEARING OF NORTH 89°59' EAST FROM THE SOUTHWEST SECTION CORNER TO THE SOUTHEAST SECTION CORNER OF SECTION 28, TOWNSHIP 58 NORTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING.

SUBJECT TO AND INCLUDING EASEMENTS FOR ROAD AND PUBLIC UTILITIES ACCESS PURPOSES ACROSS SAID TRACTS. EASEMENTS ARE AS DESCRIBED AND OR SHOWN ON THE ATTACHED PLAT.

SUBJECT TO ALL OTHER EXISTING EASEMENTS OF RECORD AND FACT.

STATE OF WYOMING } ss.	Campbell County					
Filed for record this	1st	day of October	A.D. 2002	at 11:54 o'clock	AM.	and recorded in Book 1799
of	Photos	on page	316-322	Fees \$	26.00	803396
<i>Quinton Benders</i> County Clerk and Ex-Officio Register of Deeds			RECORDED ABSTRACTED INDEXED CHECKED	By Deputy	<i>Denise Research</i>	