



504 E Callender St

Livingston, MT 59047

Phone: 406-222-3037

Email: jamison@gtliv.net

Property Profile

Vested Owner(s): Michael Sparrow and Adele Sparrow

Tax ID: 3188848

Property Addresses: 29 Wineglass Loop, Livingston MT 59047

Legal Description:

Tract 213 of certificate of Survey No. 718, Park County, Montana

Attached:

Vesting Deed, Taxes, Cadastral, Easements, Surveys, Covenants

Thank you!!

Mark Pesa

***Please note that this Property Profile is for information purposes only, additional covenants, conditions and restrictions may apply.
Guardian Title holds no liability for the information contained herein.**

3
Return To
Guardian Title, Inc
504 E Callender
Livingston, MT 59047

MICHAEL SPARROW and ADELE SPARROW
Thirns Farmhouse, Healaugh,
Richmond North Yorshire, England DL11GUW

8-10245

349775 Fee: \$21.00 Roll: R 271 Page(s): 3

Park County Recorded 6/9/2008 At 8:48 AM
, Clk & Rcdr By MR Return To:
GUARDIAN TITLE CO. 504 EAST CALLENDER
LIVINGSTON, MT 59047

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, THOMAS R. BRUCH and CARRIE R. BRUCH, of P.O. Box 1389, Livingston, Montana 59047, Grantor, hereby grants unto MICHAEL SPARROW and ADELE SPARROW, as Joint Tenants, of Thirns Farmhouse, Healaugh, Richmond North Yorshire, England DL11GUW Grantee, real property described as follows:

Tract 213 of Certificate of Survey 718, located in Section 33, Township 2 South, Range 9 East, M.P.M., Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Park County, Montana.

ALSO GRANTING to Grantee a non-exclusive right to ingress and egress on roads, trails and other easements which Grantor holds rights to, as depicted on Certificate of Survey 718.

TOGETHER WITH all easements, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues and profits thereof, and all rights of homestead, possession, claims and demands of the Grantor, whatsoever.

TO HAVE AND TO HOLD unto the Grantee, the survivors thereof, and their heirs and assigns, forever, SUBJECT TO THE FOLLOWING:

- i) 2008 and subsequent years taxes;
- ii) Easements, or claims of easements, not shown by the public records; easements obvious by a visual inspection; and easements of record, including but not limited to:


- a) County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including but not limited to any right of the Public and the County of Park to use and occupy those certain roads and trails.
 - b) Easement Agreement, dated September 26, 1994, and recorded October 21, 1994, at 4:32 p.m., on Roll 104, page 475. in the records of Park County, Montana.
 - c) Right-of-Way Easement, with Grantor, John H. Beck and Cynthia M. Beck, and Grantee, Park Electric Cooperative, Inc., dated October 15, 1994, and recorded December 6, 1994, at 12:45 p.m., on Roll 105, page 146, in the records of Park County, Montana;
- iii) Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof;
 - iv) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records;
 - v) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal, stone and other hydrocarbons; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records;
 - vi) Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity;
 - vii) Declaration of Covenants, Conditions and Restrictions, dated August 22, 1985, and recorded August 23, 1985, at 11:11 a.m., on Roll 52, page 1169, in the records of Park County, Montana;

viii) Terms, conditions, provisions and/or easements contained in the Partial Release Deed, with Grantor, Central States Ranch Company, and Grantee, Yellowstone Basin Properties, Inc. dated August 19, 1985, and recorded September 9, 1985, at 4:15 .m., on Roll 52, page 1490, in the records of Park Count, Montana; and

ix) Terms, conditions, provisions and/or easements contained in the Warranty Deed, with Grantor, Yellowstone Basin Properties, and Grantee, Nicholas J. Ludwig, Jr. and Sandra K. Ludwig, dated December 8, 1992, and recorded January 13, 1993, at 11:06 a.m., on Roll 90, page 1527, in the records of Park County, Montana.

EXCEPT with reference to the items referred to in paragraphs (i) to (x) inclusive, Grantor covenants with the Grantee that Grantor is now seized in fee simple of the property granted; that Grantee shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances; that the Grantor and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to the Grantee, at the expense of the Grantor, any further assurance of the same that may be reasonably required; and that the Grantor will warrant to the Grantee all the said property against every person lawfully claiming the same.

DATED this 9 day of June, 2008.



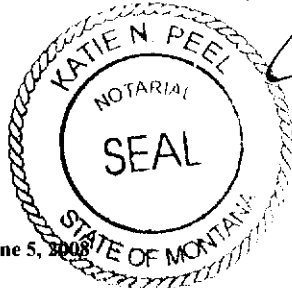
THOMAS R. BRUCH

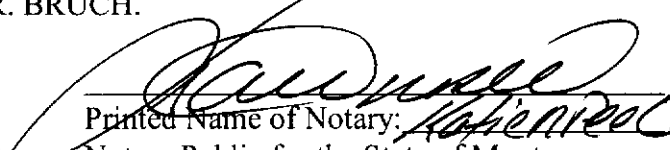


CARRIE R. BRUCH

STATE OF MONTANA)
 : ss.
County of PARK)

This instrument was acknowledged before me on June 9, 2008, by THOMAS R. BRUCH and CARRIE R. BRUCH.




Printed Name of Notary: Katie N. Peel
Notary Public for the State of Montana.
Residing at Winnston Montana.
My Commission expires: 12/20, 2009



Shopping Cart: 0 items [\$0.00]

New Search

History

Payoff

PayTaxes

Help

Property Tax ID: 0003188848

Status: Current

Receipt: 32661

2023 Owner(s):
SPARROW MICHAEL
SPARROW ADELE

Mailing Address:
THIRNS FARMHOUSE, HEALAUGH
RICHMOND NORTH YORKSHIRE
DL11GUW UNITED KINGDOM

Levy District:
1612, DISTRICT 4 OUT / RF 1

2023 Value:

Market: \$878,461
Taxable: \$12,004

Detail

2023 Taxes: **View Pie Charts**

First Half:	\$2,253.57	Due: 11/30/2023
Second Half:	\$2,458.84	Due: 5/31/2024
Total:	\$4,712.41	

Show Current Tax Bill

Detail

2023 Payments:

First Half:	\$2,253.57
Second Half:	\$0.00
Total:	\$2,253.57

(May include penalty & interest)

2023 Legal Records:

Geo Code: 49-0802-33-1-01-10-0000 **Instru#:** D349775 **Date:** 2008-06-09

Property address: 29 WINEGLASS LOOP S, LIVINGSTON MT 59047
Subdivision: (YB2) YELLOWSTONE BASIN PROP TRACTS **Lot:** 213
TRS: T02 S, R09 E, Sec. 33
Legal: YELLOWSTONE BASIN PROP, S33, T02 S, R09 E, Lot 213, WINEGLASS TRACTS, COS 718
Acres: 20.04

Note: 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.

The accuracy of this data is not guaranteed. Property Tax data was last updated 05/21/2024 04:00 PM.

Send Payments To:

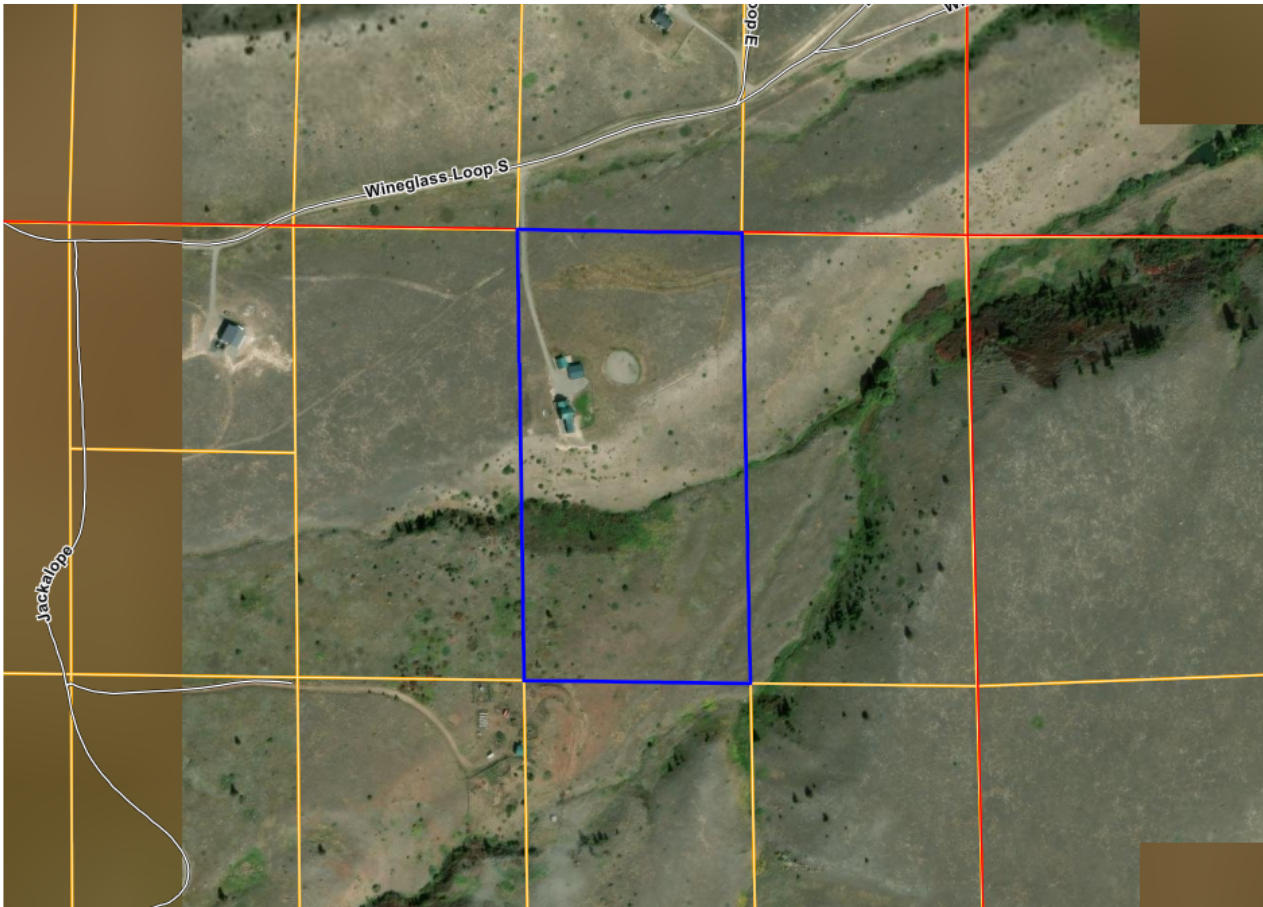
Send Payments to:
Park County Treasurer
414 East Callender
Livingston, MT 59047
PH: (406)222-4121 or 4119



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Tax Year: 2024

Scale: 1:6501.30 Basemap: Imagery Hybrid



Summary

Primary Information

Property Category: RP

Subcategory: Non-Qualified Ag

Geocode: 49-0802-33-1-01-10-0000

Assessment Code: 0003188848

Primary Owner:
SPARROW MICHAEL
THIRNS FARMHOUSE, HEALAUGH

Property Address:
29 WINEGLASS LOOP S
LIVINGSTON, MT 59047

Note: See Owners section for all owners

Certificate of Survey:

Legal Description: YELLOWSTONE BASIN PROP, S33, T02 S, R09 E, Lot 213, WINEGLASS TRACTS, COS 718

Last Modified: 5/18/2024 5:32:17 AM

Tax Year: 2024

General Property Information

Neighborhood: 249.004	Property Type: IMP_R - Improved Property - Rural
Living Units: 1	Levy District: 49-1612-4OUT/RF
Zoning:	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership:	
General: 0	Limited: 0

Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

Land Summary

Land Type:	Acres:	Value:
Grazing	0	0
Fallow	0	0
Irrigated	0	0
Continuous Crop		
Wild Hay	0	0
Farm site	0	0
ROW	0	0
NonQual Land	19.04	1049
Total Ag Land	19.04	1049
Total Forest Land	0	0
Total Market Land	1	69192

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
6/9/2008			6/9/2008	D349775	Warranty Deed
8/30/2000	R150	1549	N/A		
3/27/1992	R-86	477	N/A		

Owners

Tax Year: 2024

Party #1

Default Information:	SPARROW MICHAEL THIRNS FARMHOUSE, HEALAUGH ,
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	3/15/2010 11:52:21 AM

Party #2

Default Information:	SPARROW ADELE THIRNS FARMHOUSE, HEALAUGH ,
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	3/15/2010 11:52:21 AM

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2024	70241	808220	878461	COST
2023	70241	808220	878461	COST
2022	52079	535530	587609	COST

Market Land

Market Land Item #1

Method: Acre	Type: 1 Ac. beneath Improvements (for dwlg on NQ Ag Land)
Width: n/a	Depth: n/a
Square Feet: n/a	Acres: 1
Class Code: 2002	Value: 69192

Dwellings

Tax Year: 2024

Dwelling #1

Dwelling Information

Dwelling Type	Style	Year Built
SFR	11 - Log	1995
Residential Type: SFR		Style: 11 - Log
Year Built: 1995		Roof Material: 5 - Metal
Effective Year: 2000		Roof Type: 3
Story Height: 2.0		Attic Type: 0 - None
Grade: 6		Exterior Walls: 4 - Log (not log over frame)
Class Code: 3301		Exterior Wall Finish: 0 - Other
Year Remodeled: 2010		Degree Remodeled: n/a

Mobile Home Details

Manufacturer: n/a	Serial #: n/a
Width: n/a	Length: n/a
Model: n/a	

Basement Information

Foundation: 2 - Concrete	Finished Area: 840
Daylight: Y	Basement Type: 3 - Full
Quality: 3 - Typical	

Heating/Cooling Information

Type: Central	System Type: 5 - Forced Air
Fuel Type: 3 - Gas	Heated Area: n/a

Living Accommodations

Bedrooms: 6	Family Rooms: n/a
Full Baths: 3	Half Baths: 1
Addl Fixtures: 4	

Additional Information

Fire Places	Stacks: n/a
Stories: n/a	Prefab/Stove: n/a
Openings: n/a	
Garage Capacity: n/a	Cost & Design: n/a
Flat Add: n/a	% Complete: n/a
Description: n/a	

Dwelling Ammenities

View: n/a	Access: n/a
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Area Used in Cost

Basement: 1404	Addl Floors: n/a
First Floor: 2108	Second Floor: 676
Half Story: n/a	Unfinished Area: n/a
Attic: n/a	SFLA: 2784

Depreciation Information

Tax Year: 2024

CDU: n/a		Physical Condition: Very Good (9)				
Desirability Property: Good (8)		Location: Good (8)				
Depreciation Calculation						
Age: 22		Pct Good: 0.87				
RCNLD: 795610						
Additions / Other Features						
Lower Addtns	First	Second	Third	Area	Year	Cost
	33 - Deck, Wood			838	0	13634
	33 - Deck, Wood			30	0	488
	33 - Deck, Wood			328	0	5337
Year 2024	Type BG2 - Basement Garage/2-car	Quantity 1	Value 3600			

Other Buildings

Outbuilding/Yard Improvement #1

Type: Residential	Description: RPA2 - Concrete
Quantity: 1	Year Built: 1995
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3301

Dimensions

Width/Diameter: 20	Length: 24
Size/Area: n/a	Height: n/a
Bushels: n/a	Circumference: n/a

Outbuilding/Yard Improvement #2

Type: Residential	Description: AAP2 - Pole Frame Bldg, 4 sides closed, wood
Quantity: 1	Year Built: 1998
Grade: A	Condition: Res Average
Functional: n/a	Class Code: 3301

Dimensions

Width/Diameter: 24	Length: 24
Size/Area: n/a	Height: n/a
Bushels: n/a	Circumference: n/a

Tax Year: 2024

Outbuilding/Yard Improvement #3

Type: Residential

Description: AAP2 - Pole Frame Bldg, 4 sides closed, wood

Quantity: 1

Year Built: 2002

Grade: A

Condition: Res Average

Functional: n/a

Class Code: 3301

Dimensions

Width/Diameter: 37

Length: 37

Size/Area: n/a

Height: n/a

Bushels: n/a

Circumference: n/a

Commercial

No commercial buildings exist for this parcel

Ag/Forest Land

Ag/Forest Land Item #1

Acre Type: NQ - Non Qualified Ag Land
Class Code: 1701

Irrigation Type: n/a
Timber Zone: n/a

Productivity

Quantity: n/a
Units: Non Qual

Commodity: n/a

Valuation

Acres: 19.04
Value: 1049

Per Acre Value: 55.08

Easements

No easements exist for this parcel

Disclaimer

Tax Year: 2024

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RIGHT-OF-WAY EASEMENT

Location# _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned
JOHN H. BECK AND CYNTHIA M. BECK

for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Park Electric Cooperative, Inc., a corporation, whose post office address is Livingston, Montana, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Park, State of Montana, and more particularly described as follows: A twenty (20) foot corridor through a portion of Section #33, T.2S., R.9E., M.P.M. more particularly described as Tract #213, C.O.S. #718, on file and of record in the office of the Clerk and Recorder, Park County, Montana.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways butting said lands an underground electric distribution line or system.

The undersigned agree that all facilities, including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 25th day of Oct, 1994.

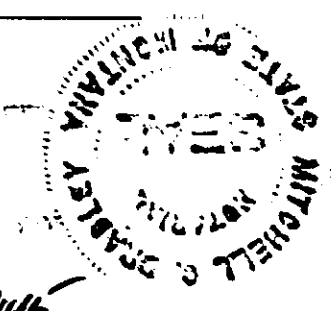
Cynthia M. Beck (L.S.) _____ (L.S.)
John H. Beck (L.S.) _____ (L.S.)

STATE OF Montana
COUNTY OF Park

On this 25 day of Oct, 1994 before me, a Notary Public in and for said County of Gallatin, State of Montana, personally appeared John and Cynthia Beck known to me (or proved to me on oath of Drissa h.) to be the person (s) whose name (s) subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Mitchell C. Badley
NOTARY PUBLIC FOR THE STATE OF Montana
Residing at Bozeman MT
My commission expires April 2, 1995



State of Montana }
County of Park } ss
Filed for record this 6th day of December, A.D. 1994, at Livingston
Recorded in Roll 105, Pages 146
By _____

County Clerk & Recorder
Recording Fee \$ 6.00 Document No. 243466 Return to Park Electric Co. Livingston, Mt. 59047
9/5 718



Yellowstone Basin Properties

A division of Patten Corporation
 1119 North 7th Avenue
 P. O. Box 3027
 Bozeman, Montana 59712-3027

Toll Free: 800-252-5283
 (406) 587-5400

DATE: December 8, 1992

WARRANTY DEED

FOR VALUABLE CONSIDERATION, YELLOWSTONE BASIN PROPERTIES, INC., A Montana corporation, with principal address of 1119 North 7th, Bozeman, Montana 59715, Grantor, does hereby grant and convey to

Nicholas J. Ludwig, Jr. and Sandra K. Ludwig
 as tenants in common
 HC 69 Box 187
 Heartwell, Nebraska 68945

as Grantee(s) of the following described real property situated in the County of Park State of Montana, to wit:

LEGAL DESCRIPTION:

Tract 213 of Certificate of Survey No. 718, located in Section 33, Township 2 South, Range 9 East, M.P.M., Park County, Montana, according to the official plat on file and of record in the office of the County Clerk and Recorder of Park County, Montana. (This tract consists of approximately 20.041 acres). REFERENCE NUMBER: WG-213

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging, including any water rights appurtenant to this property, including a general non-exclusive sixty foot (60') easement for ingress to and egress from the above-described lot or tract and a general easement for public utilities across other lots or tracts described in Certificate of Survey Number(s) 718 for public utilities.

EXCEPTING FROM THIS CONVEYANCE AND RESERVING UNTO THE GRANTOR, AND THE GRANTOR'S SUCCESSORS AND ASSIGNS, a general non-exclusive sixty foot (60') road easement for ingress and egress and a general easement for public utility lines across the above-described land.

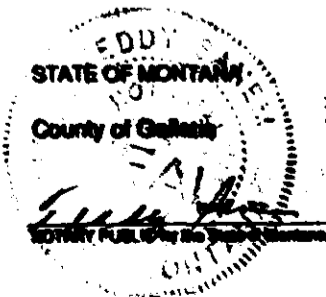
The location of all road easements shall be thirty feet (30') on each side of the center line of the road system constructed by the Grantor during the calendar year(s) 1987. The location of the public utility easements shall follow the road easement where practical.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- A. Patent reservations and exceptions contained in the record chain of title.
- B. All outstanding interests and reservations pertaining to oil, gas, coal and other minerals of record.
- C. Declaration of Covenants, Conditions and Restrictions filed of record in the office of the County Clerk and Recorder of Park County, Montana, and any lawful amendments thereto.

TO HAVE AND TO HOLD, all and singular the above-described premises unto said Grantee(s), and to the heirs, successors and assigns of the Grantee(s) forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be subscribed to this document and signed by the proper corporate officer the date set forth in the acknowledgement.



Gave, 6th day of January 1993
 before me, a Notary Public for the State of Montana, personally appeared Jerome J. LaLonde, known to me to be the President of the corporation whose name is subscribed to the within instrument, and acknowledged to me that each corporation executed the same.
 IN WITNESS WHEREOF, I have hereunto appeared to set my hand and notary seal the day and year first written.
 Residing at Bozeman, Montana
 My Commission expires 2/28/94

YELLOWSTONE BASIN PROPERTIES, INC.
 a Montana corporation

By Jerome J. LaLonde

Jerome J. LaLonde
 Title: PRESIDENT

(CORPORATE SEAL)

State of Montana }
County of Park }

Filed for record this 13 day of January, A.D. 1993 at 11:06
o'clock AM Recorded in Roll 90, Pages 1527, 1528

15718

[Signature] By _____

County Clerk & Recorder

229907

Deputy

Recording Fee \$ 18.00 Document No. _____ Return to Security Title

Copies .754

Livingston, MT

REALTY TRANSFER RECEIVED



A division of Patten Corporation
1119 North 7th Avenue
P. O. Box 3027
Bozeman, Montana 59772-3027
Toll Free: 800-252-5263
(406) 587-5469

DATE: April 2, 1990

WARRANTY DEED

FOR VALUABLE CONSIDERATION, YELLOWSTONE BASIN PROPERTIES, INC., A Montana corporation, with principal address of 1119 North 7th, Bozeman, Montana 59715, Grantor, does hereby grant and convey to

John M. Hughes, Jr., as Sole Owner,
of 6718 Old Wake Forest Road
Raleigh, North Carolina 27619

as Grantee(s) of the following described real property situated in the County of Park State of Montana, to wit:

LEGAL DESCRIPTION:

Tract 213 of Certificate of Survey No. 718, located in Section 33, Township 2 South, Range 9 East, M.P.M., Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Park County, Montana. (This tract consists of approximately 20.0 acres). REFERENCE NUMBER: WG-213

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging, including any water rights appurtenant to this property, including a general non-exclusive sixty foot (60') easement for ingress to and egress from the above-described lot or tract and a general easement for public utilities across other lots or tracts described in Certificate of Survey Number(s) 718 for public utilities.

EXCEPTING FROM THIS CONVEYANCE AND RESERVING UNTO THE GRANTOR, AND THE GRANTOR'S SUCCESSORS AND ASSIGNS, a general non-exclusive sixty foot (60') road easement for ingress and egress and a general easement for public utility lines across the above-described land.

The location of all road easements shall be thirty feet (30') on each side of the center line of the road system to be constructed by the Grantor during the calendar years 1987. The location of the public utility easements shall follow the road easement where practical.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- A. Patent reservations and exceptions contained in the record chain of title.
- B. All outstanding interests and reservations pertaining to oil, gas, coal and other minerals or record.
- C. Declaration of Covenants, Conditions and Restrictions filed of record in the office of the County Clerk and Recorder of Park County, Montana, and any lawful amendments thereto.

TO HAVE AND TO HOLD, all and singular the above-described premises unto said Grantee(s), and to the heirs, successors and assigns of the Grantee(s) forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be subscribed to this document and signed by the proper corporate officer the date set forth in the acknowledgement.

YELLOWSTONE BASIN PROPERTIES, INC.
a Montana corporation

By [Signature]

Title: PRESIDENT

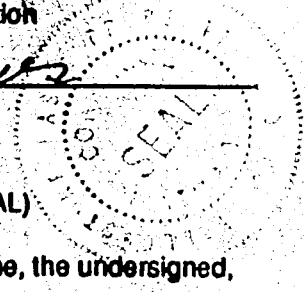
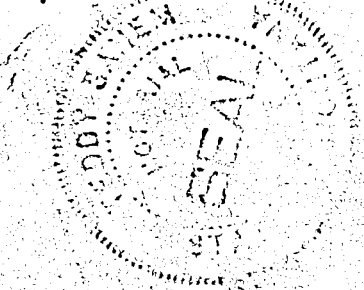
(CORPORATE SEAL)

STATE OF MONTANA)
County of Gallatin)

On this 26th day of March, in the year 1990, before me, the undersigned, a Notary Public for the State of Montana, personally appeared R. W. Pryor known to me to be the President of YELLOWSTONE BASIN PROPERTIES, INC., the corporation that executed the within Warranty Deed, and acknowledged to me that such corporation executed the same.

[Signature]
NOTARY PUBLIC for the State of Montana
Residing at Bozeman, Montana
My Commission expires 3-2-91

Security Title 90-211



State of Mont. }
County of Park }

Filed for record this 2 day of April, A.D. 1990, at 4:52
o'clock P.M. Recorded in Roll 75 of _____, pages 657-58

NANCY HOWESON

County Clerk & Recorder

214032

By Denise Nelson
Deputy

Recording Fee \$ 10.00 Document No. 015 718 Return to: Security Title
Livingston, MT

REALTY TRANSFER RECEIVED

PARTIAL RELEASE DEED

FOR VALUE RECEIVED, CENTRAL STATES RANCH COMPANY, a Montana corporation, having its registered office at 115 West Second Avenue, P.O. Box 1047, Big Timber, Montana 59011, Grantor herein, does hereby grant and convey unto YELLOWSTONE BASIN PROPERTIES, INC., a Montana corporation, with principal office at 1119 North 7th, P.O. Box 3027, Bozeman, Montana 59772-3027, Grantee herein, the following described real property situated in the County of Park, State of Montana, to-wit:

TRACT 213, consisting of 20.041 acres, in Section 33, Township 2 South, Range 9 East, M.P.M., according to Certificate of Survey No. 718 thereof filed of record in the office of the County Clerk and Recorder of Park County, Montana, on October 6, 1983, at 3:44 o'clock P.M.

TOGETHER WITH a perpetual non-exclusive easement and right of way to use all roads that are laid out and established that access the above-described property from U.S. Highway 89, which roads traverse from said U.S. Highway 89 through Section 35, into and through Section 34, into and through Section 27, and into and through Section 28, all in Township 2 South, Range 9 East, M.P.M., Park County, Montana, including any after-acquired right of way which accesses this road system; and

ALSO, TOGETHER WITH a general sixty-foot (60') easement for ingress to and egress from the above-described tracts, and a general easement for public utilities over and across the following described real property situated in Park County, Montana:

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

Section 21: S½.
 Section 28: All.
 Section 33: All.

The location of the road easement shall be thirty feet (30') on each side of the centerline of the road system as now laid out and established or to be constructed by the Grantee during the calendar years 1985, 1986 and 1987. The location of the public utility easement shall follow the road easements where practical.

EXCEPTING FROM THIS CONVEYANCE AND RESERVING UNTO THE GRANTOR, its successors and assigns, a sixty foot (60') easement for a vehicle road for ingress to and egress from and for public utilities through and over the above-described Tracts to all other land owned by the Grantor in Parcel C, which Parcel C is described as follows:

TOWNSHIP 2 SOUTH, RANGE 9 EAST, M.P.M. - Park County, Montana

Section 21: S½.
 Section 28: All.
 Section 33: All.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- (a) Real estate taxes for the year 1984 and all subsequent years;
- (b) Patent reservations and exceptions contained in record chain of title, and all easements, including easements for roads and ditches, now of record or apparent from a physical examination and inspection of the premises;
- (c) All outstanding interests and reservations pertaining to oil, gas, coal and other minerals;
- (d) Questions of boundary dependent upon actual survey for determination;
- (e) Federal, state and local laws and regulations affecting this property, including zoning and land use regulations effecting the premises, if any;
- (f) Grantor does not warrant the physical condition of any access roads and the Grantee, by accepting this deed, expressly under-

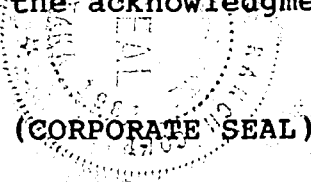
PTC-1953

stands that the Grantor will not maintain any roads hereinabove described. Nothing herein, however, is intended to restrict the owners of tracts serviced by these roads, their successors and assigns, at some time in the future, from entering into a cooperative agreement to build or maintain roads.

TO HAVE AND TO HOLD, all and singular the above-described premises unto the said Grantee, and to its successors and assigns, forever, together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

And, the Grantor, and its successors and assigns, does hereby covenant that it will forever warrant and defend all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the Grantee, its successors and assigns, against the acts and deeds of the Grantor, and all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be subscribed and its corporate seal to be affixed, by its proper officers, thereunto duly authorized, the day, month and year set forth in the acknowledgment hereof.



CENTRAL STATES RANCH COMPANY,
a Montana corporation

By [Signature]
Title: Vice President

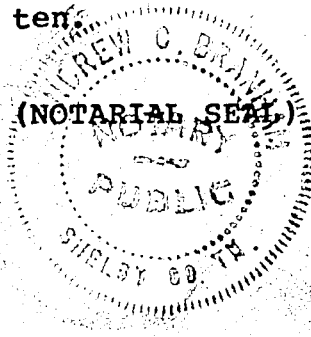
ATTEST:
[Signature]
Title: Secretary

STATE OF TENNESSEE)
County of Shelby)

ACKNOWLEDGMENT

On this 23rd day of August, 1985, before me, the undersigned, a Notary Public for the State of Tennessee, personally appeared H J Weathersby and William H. Stubblefield, known to me to be Vice-Pres. and secretary, respectively, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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



[Signature]
NOTARY PUBLIC for the State of Tennessee
Residing at SHELBY CO., Tennessee
My Commission expires 10/7/87.

Filed for record this 18th day of July, A.D. 1986, at 3:40
clock P.M. Recorded in Roll 56 of _____, pages 905-906
By [Signature] Deputy
County Clerk & Recorder
Recording Fee \$ 10.00 Document No. 192652 Return to Park Title, Inc.
C/S 718 no transfer of water rights Livingstone, Ont 59047
REALTY TRANSFER RECEIVED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 22nd day of August, 1985, by YELLOWSTONE BASIN PROPERTIES, INC., a Montana corporation, with its principal place of business at 1119 North 7th, Bozeman, Montana 59772-3027, hereinafter called the "Declarant".

RECITALS

DECLARANT MAKES THIS DECLARATION UPON THE BASIS OF THE FOLLOWING FACTS AND INTENTIONS:

A. The Declarant is the owner and contract purchaser of the following described real property located in the County of Park, State of Montana, and more particularly described in the following Certificates of Survey, all of which Certificates of Survey have been filed for record in the office of the Clerk and Recorder of Park County, Montana, on the 6th day of October, 1983, to-wit:

TRACTS 161 through 175, Certificate of Survey No. 716, located in the S $\frac{1}{2}$ of Section 21, Township 2 South, Range 9 East, M.P.M.; TRACTS 176 through 206, Certificate of Survey No. 717, located in all of Section 28, Township 2 South, Range 9 East, M.P.M.; TRACTS 207 through 237, Certificate of Survey No. 718, located in all of Section 33, Township 2 South, Range 9 East, M.P.M.

B. CENTRAL STATES RANCH COMPANY, a Montana corporation, as contract seller of the above-described real property, joins in the terms and conditions and grants of easements contained in this document.

C. The Declarant and Central States Ranch Company desire and intend to place these covenants, conditions and restrictions on the above-described land for the benefit of the owners and future owners of said property.

NOW, THEREFORE, Declarant and Central States Ranch Company hereby declare that the above-described property, and any property added by the Declarant at a later date, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of this property and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITION

1. "Tract" shall mean each of the divisions contained in Certificates of Survey Nos. 716, 717 and 718, numbered 161 through 237.

2. "Property" shall include all lots and any other land that is subject to these covenants, conditions and restrictions.

3. "Tract owner" shall mean any present or future Tract owner and any person having an interest in any of the above-described real property, and any tenant or occupant of any Tract.

GENERAL CONDITIONS

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

5. Any Tract 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 the applicable rules and regulations of public agencies having jurisdiction. (County and State Health Departments.)

6. All Tract owners, and all successors and assigns of the Declarant, consent and agree that any of the roads giving access to the property are summer forest roads and are not maintained by the Declarant or any other person or governmental agency. Owners of tracts are responsible for maintaining the roads, and Tract owners are encouraged to cooperate on any necessary road maintenance. Tract owners covenant and agree that until the Tract owners have developed the roads to their individual tracts to meet current county road standards, that said Tract owners will not petition or request any assistance or development by the county for road improvements or maintenance.

7. (a) Each Tract owner shall have a perpetual non-exclusive easement and right of way to use all roads that are laid out and established that access the above-described property from U.S. Highway 89, which roads traverse from said U.S. Highway 89 through Section 35, into and through Section 34, into and through Section 27, and into and through Section 28, all in Township 2 South, Range 9 East, M.P.M., Park County, Montana, including any after-acquired right of way which accesses this road system (see, attached exhibit);

ALSO, a general sixty-foot (60') easement for ingress to and egress from the above-described tracts, and a general easement for public utilities over and across the following described real property situated in Park County, Montana:

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

Section 21: S½.
 Section 28: All.
 Section 33: All.

The location of the road easement shall be thirty feet (30') on each side of the centerline of the road system as now laid out and established or to be constructed by the Grantee during the calendar years 1985, 1986 and 1987. The location of the public utility easement shall follow the road easements where practical.

(b) All Tract owners covenant, agree and understand that the Declarant is reserving a sixty-foot (60') easement for general ingress and egress and a general easement for public utilities across the above-described real property. Public utilities will follow roads where practical. The road easement shall be thirty feet (30') on each side of the centerline of the road system to be constructed by Declarant on said property during the calendar years 1985, 1986 and 1987. It is understood and agreed by all parties to this Declaration and all Tract owners that the summer access roads will be constructed by the Declarant during the calendar years 1985, 1986 and 1987. This Declaration is intended to confirm that each Tract owner will have the right of ingress and egress on said road system from the county road to his property.

8. All Tract owners covenant and agree not to build, maintain, operate or construct, or in anyway cause to be placed within one-hundred feet (100') of a boundary line of the subject property, any structure or condition that will cause the accumulation or existence of animal waste, garbage, junk or a condition causing a noxious odor.

9. All Tract owners covenant and agree that no more than two (2) residences and accompanying outbuildings may be allowed per Tract. Each residence may also have a guest house.

10. All Tract owners covenant and agree that no signs or advertisements shall be placed on the property except for a sign designating the owner or occupant's name, Tract number or address. This restriction shall not preclude any Tract owner from placing a "for sale" sign or a small sign (not to exceed 16 square feet) advertising a business conducted on his Tract.

11. Tract owners covenant and agree that no gates, fences or other obstructions shall be placed upon or block any access road. This restriction shall not prevent a Tract owner from placing a gate on an access road if the road terminates on that Tract owner's property. A Tract owner may place, at his expense, a cattle guard in said road, if the cattle guard is constructed to county road specifications and has a concrete block or concrete foundation. Any cattle guard placed in an access road must have a gate on one side of the cattle guard for use by livestock, horses and by persons using the road for purposes of ingress and egress.

12. Tract owners covenant and agree that mobile homes may be placed on the property subject to the following restrictions:

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

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

c. Nothing herein is intended to prohibit the use by the Tract owner or the Tract owner's guests from parking or using a recreational vehicle on the said property.

13. All Tract owners covenant and agree that any construction of homes, outbuildings or any other buildings must be completed on the exterior within eighteen (18) months from the date construction was commenced.

14. Declarant, or its assigns, reserves the right to graze any Tract until the owner of the Tract fences his property. It is understood and agreed, by all Tract owners, that neither the Declarant or any predecessor in title of the Declarant shall share in the cost of fencing or maintenance of any partition fence. Nothing herein shall restrict adjacent Tract owners from agreeing on the construction and maintenance of a partition fence.

15. All Tract owners agree that growing timber on a Tract may be used by the Tract owner for his own personal firewood, fences on the Tract or for the construction of buildings located on the Tract. However, during the term of any contract for deed, mortgage or other financing arrangement the Tract owner may not cut growing timber for any commercial purpose or for sale or use off of the Tract without first having obtained express written permission of the person who is the contract seller or mortgagee or person having a secured interest in said Tract.

ENFORCEMENT AND MISCELLANEOUS PROVISIONS

16. These covenants, conditions and restrictions, and easements herein provided shall run with the land and shall be binding upon the present owners and all subsequent owners of any Tract within or on a portion of the above-described real property, unless amended by the express written consent of the persons owning at least forty-seven (47) of the original tracts (47 out of 77). In the event any Tract is further subdivided the vote for that Tract must be split on an acreage basis. Any amendment of this Declaration is not valid until all signatures required are acknowledged and the acknowledged amendment is recorded with the Clerk and Recorder of Park County, Montana. No amendment of these covenants may change or increase the obligations of the Declarant without the Declarant's express written consent.

17. The provisions of this Declaration, or any lawful amendments thereto, may be enforced by any Tract owner, either by an action for damages arising out of a violation, or by an action to restrain a threatened or prospective violation or to restrain a continuing violation or in any other manner permitted by law or equity. In any action of any kind for the enforcement of these covenants, conditions and restrictions, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover necessary court costs of the action, including attorney's fees.

18. The owner or grantee of any Tract within the above-described real property covenants and agrees by acceptance of a conveyance, to faithfully observe and comply with the provisions of this Declaration.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

DECLARANT(S):

YELLOWSTONE BASIN PROPERTIES, INC.,
a Montana corporation

CENTRAL STATES RANCH COMPANY,
a Montana corporation

By [Signature]
Title: Vice President

By [Signature]
Title: VICE PRESIDENT

STATE OF MONTANA)
County of Sweet Grass) : ss.

ACKNOWLEDGMENT

On this 22nd day of August, 1985, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Wayne Joyner, known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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

(NOTARIAL SEAL)

[Signature]
NOTARY PUBLIC for the State of Montana
Residing at Bozeman, Montana
My Commission expires 11-12-87

STATE OF TENNESSEE)
County of Shelby) : ss.

ACKNOWLEDGMENT

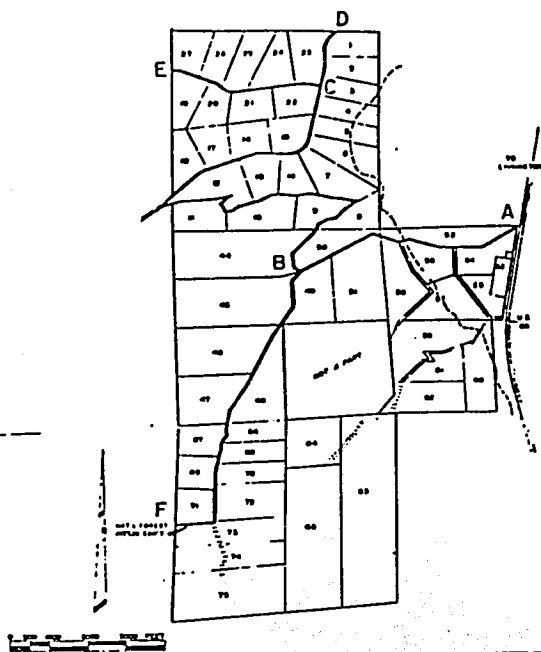
On this 19 day of August, 1985, before me, the undersigned, a Notary Public for the State of Tennessee, personally appeared HI WEATHERSBY VICE PRESIDENT, known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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

(NOTARIAL SEAL)

[Signature]
NOTARY PUBLIC for the State of Tennessee
Residing at SHELBY COUNTY, Tennessee
My Commission expires 10/17/87

E X H I B I T
YELLOWSTONE BASIN PROPERTIES, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS



A 60.00 foot access and utility easement across portions of Sections Twenty-seven, Twenty-eight, Thirty-four and Thirty-five, Township Two South, Range Nine East; and across a portion of Section Three, Township Three South, Range Nine East, Montana Principal Meridian, Park County, Montana; being thirty feet either side of the following described centerline:

EASEMENT #1 (A-B-C-D)

Beginning at Point A, said point being South 88° 40' 43" East a distance of 858.25 feet from the North One-quarter corner of said Section Thirty-five, said point being also the Southeast corner of Tract 52 of Certificate Of Survey No. 540. Thence along the centerline of an existing road as it is presently constructed through the following courses:

- South 89° 19' 06" West a distance of 104.12 feet.
- South 59° 55' 01" West a distance of 394.00 feet.
- South 50° 17' 40" West a distance of 321.13 feet.
- South 66° 27' 20" West a distance of 252.58 feet.
- North 89° 56' 47" West a distance of 1055.52 feet.
- North 73° 52' 16" West a distance of 752.85 feet.
- South 75° 21' 46" West a distance of 341.84 feet.
- North 75° 54' 03" West a distance of 501.01 feet.

North 56° 05' 21" West a distance of 236.63 feet.
 South 58° 36' 27" West a distance of 417.59 feet.
 South 50° 00' 14" West a distance of 219.76 feet.
 South 73° 27' 07" West a distance of 108.99 feet.
 South 49° 26' 17" West a distance of 190.10 feet.
 South 61° 17' 46" West a distance of 572.65 feet.
 South 67° 39' 58" West a distance of 298.79 feet.
 South 71° 23' 42" West a distance of 326.19 feet.

TO POINT B
 FROM POINT B

North 55° 48' 09" West a distance of 208.69 feet.
 North 25° 42' 18" West a distance of 125.91 feet.
 North 01° 15' 32" East a distance of 231.45 feet.
 North 46° 20' 02" East a distance of 336.57 feet.
 North 39° 29' 51" East a distance of 434.11 feet.
 North 34° 23' 54" East a distance of 256.62 feet.
 North 54° 42' 47" East a distance of 230.97 feet.
 North 81° 47' 50" East a distance of 268.01 feet.
 North 46° 56' 13" East a distance of 301.94 feet.
 North 55° 13' 15" East a distance of 427.48 feet.
 North 76° 20' 29" West a distance of 412.99 feet.
 North 82° 43' 34" West a distance of 251.18 feet.
 North 63° 43' 04" West a distance of 227.55 feet.
 South 87° 32' 56" West a distance of 364.88 feet.
 South 78° 16' 03" West a distance of 333.12 feet.
 North 78° 13' 42" West a distance of 377.42 feet.
 South 83° 22' 39" West a distance of 283.28 feet.
 South 57° 28' 55" West a distance of 242.54 feet.
 South 75° 24' 32" West a distance of 558.61 feet.
 South 61° 25' 11" West a distance of 267.44 feet.
 South 80° 45' 47" West a distance of 129.45 feet.
 North 33° 29' 42" West a distance of 275.95 feet.
 North 49° 59' 26" East a distance of 290.06 feet.
 South 80° 01' 21" West a distance of 538.04 feet.
 South 87° 24' 24" West a distance of 723.06 feet.
 South 63° 12' 48" West a distance of 233.10 feet.
 South 68° 29' 02" West a distance of 559.37 feet.
 North 48° 22' 25" East a distance of 1378.13 feet.
 Along a 1102.09 foot radius curve to the right, through a central angle of 23° 10' 49", an arc distance of 445.87 feet.
 North 71° 33' 14" East a distance of 1317.25 feet.
 Along a 500.00 foot radius curve to the right, through a central angle of 21° 57' 21", an arc distance of 191.60 feet.
 South 86° 29' 25" East a distance of 688.53 feet.

Along a 390.72 foot radius curve to the left, through a central angle of $82^{\circ} 16' 26''$, an arc distance of 561.05 feet.

North $11^{\circ} 14' 09''$ East a distance of 1543.79 feet.

TO POINT C

FROM POINT C

North $11^{\circ} 14' 09''$ East a distance of 458.12 feet.

Along a 864.94 foot radius curve to the left, through a central angle of $11^{\circ} 08' 14''$, an arc distance of 168.13 feet.

North $00^{\circ} 05' 55''$ East a distance of 288.88 feet.

Along a 500.00 foot radius curve to the right, through a central angle of $45^{\circ} 08' 02''$, an arc distance of 393.87 feet.

North $45^{\circ} 13' 57''$ East a distance of 236.32 feet, to Point D, being the Northwest corner of Tract 1A of Certificate Of Survey No. 4848, said point being the end of Easement No. 1, said point being North $89^{\circ} 24' 55''$ West a distance of 1120.00 feet from the Northeast corner of said Section Twenty-seven.

EASEMENT #2 (C TO E)

Beginning at Point C, said point being South $47^{\circ} 28' 15''$ West a distance of 2092.38 feet from the Northeast corner of said Section Twenty-seven, said point being also the Southeast corner of Tract 23A of Certificate Of Survey No. 4848. Thence along the centerline of an existing road as it is presently constructed through the following courses:

FROM POINT C

North $78^{\circ} 45' 51''$ West a distance of 119.28 feet.

Along a 1598.58 foot radius curve to the left, through a central angle of $18^{\circ} 28' 33''$, an arc distance of 515.48 feet.

South $82^{\circ} 45' 36''$ West a distance of 1474.30 feet.

Along a 500.00 foot radius curve to the right, through a central angle of $48^{\circ} 46' 22''$, an arc distance of 425.62 feet.

North $48^{\circ} 28' 02''$ West a distance of 80.08 feet.

Along a 700.00 foot radius curve to the left, through a central angle of $22^{\circ} 36' 50''$, an arc distance of 276.28 feet.

North $71^{\circ} 04' 52''$ West a distance of 523.29 feet.

Along a 1150.00 foot radius curve to the left, through a central angle of $20^{\circ} 02' 30''$, an arc distance of 402.26 feet.

South $88^{\circ} 52' 38''$ West a distance of 58.18 feet, to Point E being the Southwest corner of Tract 27A of Certificate Of Survey No. 4848, said point being the end of Easement No. 2, said point being South $00^{\circ} 04' 26''$ East a distance of 1084.75 feet from the Northwest corner of said Section Twenty-seven.

EASEMENT #3 (B TO F)

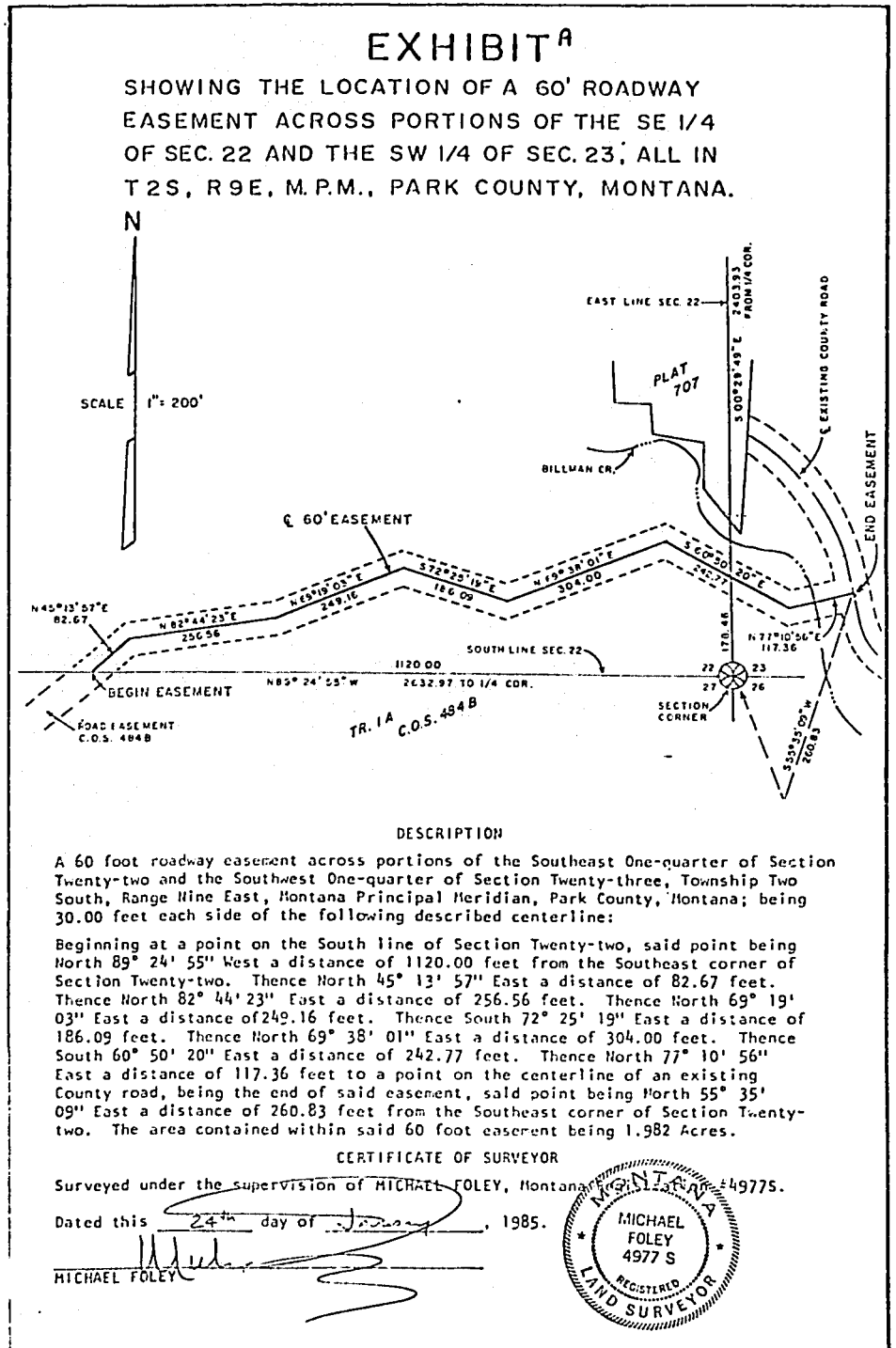
Beginning at Point B, said point being South $27^{\circ} 40' 04''$ East a distance of 1276.67 feet from the North One-quarter corner of said Section Thirty-four. Thence along the centerline of an existing road as it is presently constructed through the following courses:

South $44^{\circ} 28' 43''$ West a distance of 182.39 feet.

South $36^{\circ} 35' 27''$ West a distance of 158.35 feet.

South 11° 24' 54" East a distance of 261.94 feet.
 South 03° 24' 36" West a distance of 416.87 feet.
 South 32° 44' 59" West a distance of 963.91 feet.
 South 12° 42' 09" West a distance of 185.00 feet.
 South 21° 02' 12" West a distance of 426.83 feet.
 South 31° 19' 32" West a distance of 773.54 feet.
 South 41° 17' 16" West a distance of 420.84 feet.
 South 27° 24' 02" West a distance of 185.85 feet.
 South 43° 03' 33" West a distance of 237.26 feet.
 South 11° 41' 36" East a distance of 274.15 feet.
 South 32° 46' 15" West a distance of 198.30 feet.
 South 03° 53' 32" West a distance of 238.43 feet.
 South 21° 45' 10" East a distance of 78.21 feet.
 South 29° 41' 07" West a distance of 266.46 feet.
 South 00° 31' 09" West a distance of 184.20 feet.
 South 16° 30' 17" West a distance of 666.89 feet.
 South 01° 21' 42" West a distance of 911.10 feet.
 South 00° 30' 30" West a distance of 373.74 feet.

Thence South 85° 57' 14" West Thirty feet distant from and parallel to the South line of Tract 71 of Certificate Of Survey No. 541 a distance of 1000.46 feet, more or less, to the Point F, being a point on the West line of the Southwest One-quarter of said Section Three, being the end of said easement, said point being South 02° 38' 08" West a distance of 30.21 feet from the West One-quarter corner of said Section Three.



State of Mont. } ss.
 County of Park }

Filed for record this 23rd day of August, A.D. 1985, at 11:11 o'clock A. M. Recorded in Roll 52 of 1169-1178 pages.

By Richard W. Buchhalter Deputy
JANICE JENNINGS County Clerk & Recorder

Recording Fee \$ 50.00 Document No. 187351 Return to Park Title, Inc
Livingston, Mt.

C/Ss 716, 717, 718

116668866
filed w/ MT SOS
6/13/18 @ 8:31am
BLD: D1084867

DECLARATION OF BY-LAWS FOR SOUTH WINEGLASS PROPERTY OWNERS ASSOCIATION

The following are the duly adopted By-laws of this association. The purpose of the By-laws is to govern the affairs of the association, a Montana nonprofit corporation. In addition to these By-laws, the articles of incorporation and the Declaration of Covenants, Conditions, and Restrictions applicable to the properties encompassed by the Association govern this Association.

ARTICLE I: DEFINITIONS

Section 1. The term "Association" shall mean the South Wineglass Homeowners Association, its successors and assigns. The Association may be incorporated as a Montana nonprofit corporation or a Montana limited liability corporation with its members as active Association members.

Section 2. The term "member" shall mean any lot owner of real property and is up-to-date on Association dues. All membership is voluntary.

Section 3. "Up-to-date" shall be determined from the year this Association is established or from the year the lot owner purchases lot or lots. Owners not previously participating shall be considered "up-to-date" upon receipt of the two most recent years of dues.

Section 4. The terms "properties" and "lots" shall mean all of the real property described as the following lots in Township 2, Range 9 East, Sections 28, 29, 32, 33: Lots 102-119, Lots 148 & 151, and Lots 191-237. In the case of a divided lot, the resulting smaller lots are considered separate lots. Considerations can be taken in the future to include lots 120-132 and lots 142-147, and 149-150 either individually or collectively.

Section 5. The term "owner" or "lot owner" shall mean any person or entity owning a fee simple interest in a lot or a contract purchaser (a person buying a lot pursuant to a contract for a deed). Joint owners will be considered a single owner, and a Lessee of any lot is not considered an owner and shall have no privileges in the Association unless provided for in writing by their Lessor. Voting rights and dues for each owner are determined by Member shares. Single lot owners have one (1) Member share. Multiple lot owners are granted Member shares by the following formula:

Member shares = 1+ (# lots with a residence inhabited more than 30 days per year in excess of 1) + 0.2(# lots with a residence inhabited less than 30 days per year) + 0.1(# lots without a residence)

Section 6. The term "directors" or "board of directors" also referred as the "BOD" shall mean the directors of the Association and shall consist of at least three but no more than seven lot owners who shall be elected at the annual meeting by a simple majority of the Association voting in person or by proxy. Directors shall be elected to a two year term; for the initial BOD, at least half or the majority-minus-one of the BOD shall be elected for a one-year term. Any vacancy occurring in the BOD before the annual meeting shall remain vacant until the next annual meeting.

Section 7. "Notice" and "Notified" shall mean communication either in person, mail, or electronic means.

Article II: Purpose

Section 1. The purpose of the Association shall be to provide for the maintenance, repair, and upkeep of the private road known as "Wineglass Loop South" which will include the approximately 825 foot section between the east border of the area defined in Article I, Section 4 to intersection with the East Loop. Considerations of maintenance, repair and upkeep of side roads leading off of Wineglass Loop South will depend on financial status of the Association. The section from the intersection with Outlaw hill to the intersection with the West Loop (approximately 1400 feet) will not be maintained until adequate reserve funds allow consideration of this section.

Section 2. The Association will provide upon request from "up-to-date" members, a letter for the purposes of selling the member's lot stating that there is an HOA that maintains the road and that the owner is an "up-to-date" member of this Association.

Section 3. The purpose of the Association shall be to provide documentation to members regarding concerns of covenant violations "Declaration of Covenants, Conditions and Restrictions" (Roll 52, pages 1169-1178) and "Declaration of Covenants" (Roll 48, pages 1527-1530) as recorded in Park County, Montana.

Article III: Board of Directors

Section 1. The BOD shall have the authority to act on the behalf of the Association and its members to carry out the purposes defined in Article II.

Section 2. The BOD shall be elected as described in Article I, Section 6. The BOD shall elect from amongst its Directors, a President who shall preside at all meetings of the BOD and the membership, a Vice President who shall assume the duties of the President in his/her absence, and a Secretary/Treasurer who shall keep books and records of the Association.

Section 3. The BOD shall hire contractors and equipment to accomplish Association purpose set forth in Article II, Section 1 as Association funds allow.

Section 4. The BOD shall provide requested information in concerns of covenant violations. Only members may receive the assistance of the Association.

Section 5. Decisions of the BOD shall be determined by a simple majority of the Directors. Electronic means of voting are acceptable.

Section 6. Meetings of the BOD will occur at minimum once per year within 10 days of the annual meeting of the Association. Additional meetings may be called by a minimum of two directors given that all Directors are notified a minimum of 48 hours in advance.

Article IV: Membership meetings and Voting

Section 1. The annual meeting of the Association will occur on a date and location determined by the BOD, and members will be given 60-days notice of said date and location as well as tentative agenda.

Section 2. All membership meetings shall be held within a 6-mile radius of the City of Livingston Montana.

Section 3. Voting rights shall be determined by the "Member Shares" definitions in Article I, Section 5.

Section 4. Members may vote on any question coming before the Association in person or by proxy. All proxies must be in writing, signed by the authorizing member, dated, and must designate by name the member entitled to cast the vote of the authorizing member.

Section 5. Decisions of the Association shall be made by a simple majority (>50.0%) of "Member shares" present in person or by proxy.

Section 6. Special meetings of the Association may be called by a majority of the BOD or by any 5 members of the Association. Notice of a special meeting that specifies date, time, location, and purpose of the meeting will be sent to all members no less than 10 days prior to the meeting.

Section 7. Amendments to these by-laws will require a majority (60.0%) of total "Member shares"

Article V: Books and Records

Section 1. Books and records of the Association shall be kept by the Secretary/Treasurer or the President, shall be open for inspections by any member at any reasonable time, and shall be kept within a 6-mile radius of the City of Livingston, Montana.

Section 2. A bank for the depository of all Association funds shall be determined by the BOD and shall be located in the City of Livingston, Montana.

Section 3. A check drawn upon the Association's funds or other type of withdrawals may be authorized by the signature of any one Director with the approval of the BOD.

Article VI: Association Dues

Section 1. Annual dues will be \$200 starting the year this organization is formed (2018) and increase 4% each year from the previous year.

Section 2. Member will be notified of annual dues based on their "Member shares". Members must pay annual dues within 45 days of the annual meeting to remain an "up-to-date" member. If dues are not paid, the member will be notified and then have a 15 days to pay dues in full to remain an "up-to-date" member.

Section 3. Association dues will be used primarily for the purpose defined in Article II, Section 1. A small amount shall be used for actions of the Association and BOD in the process of carrying out the duties of these by-laws.

Article VII: Dissolution

Section 1. In the event of the dissolution of the Association, the assets, if any, shall be distributed in accordance with the provisions of the Articles of Incorporation of the Association and the of the laws relating to the business corporations of the State of Montana.

ADOPTED by the members of the Association at a duly called meeting thereof this 23rd day of May, 2018.

SOUTH WINEGLASS PROPERTY OWNERS ASSOCIATION

By: Nelson H. King, President
BY: [Signature], Vice President
BY: [Signature], Secretary/Treasurer

On this 17th day of July, 2018, appeared before me, Kirk Lentz, and I affirm his signature above

SONJA TLAMKA
Notary Public
for the State of Montana
Residing at:
Livingston, Montana
My Commission Expires:
January 02, 2020

[Signature]

On this 25th day of July, 2018, appeared before me, Nelson H. King, and I affirm his signature above
Teresa Dorvall

TERESA DORVALL
NOTARY PUBLIC for the
State of Montana
Residing at Livingston, Montana
My Commission Expires
August 20, 2020

On this 26th day of July, 2018, appeared before me, Jeffrey C Lowy, and I affirm his signature above

[Signature]

SONJA TLAMKA
Notary Public
for the State of Montana
Residing at:
Livingston, Montana
My Commission Expires:
January 02, 2020

408755 Fee: \$45.00 Page(s): 5

Park County, MT Recorded 3/28/2019 At 2:04 PM

Maritza H Reddington , Clk & Rcdr By LS PS Return To:

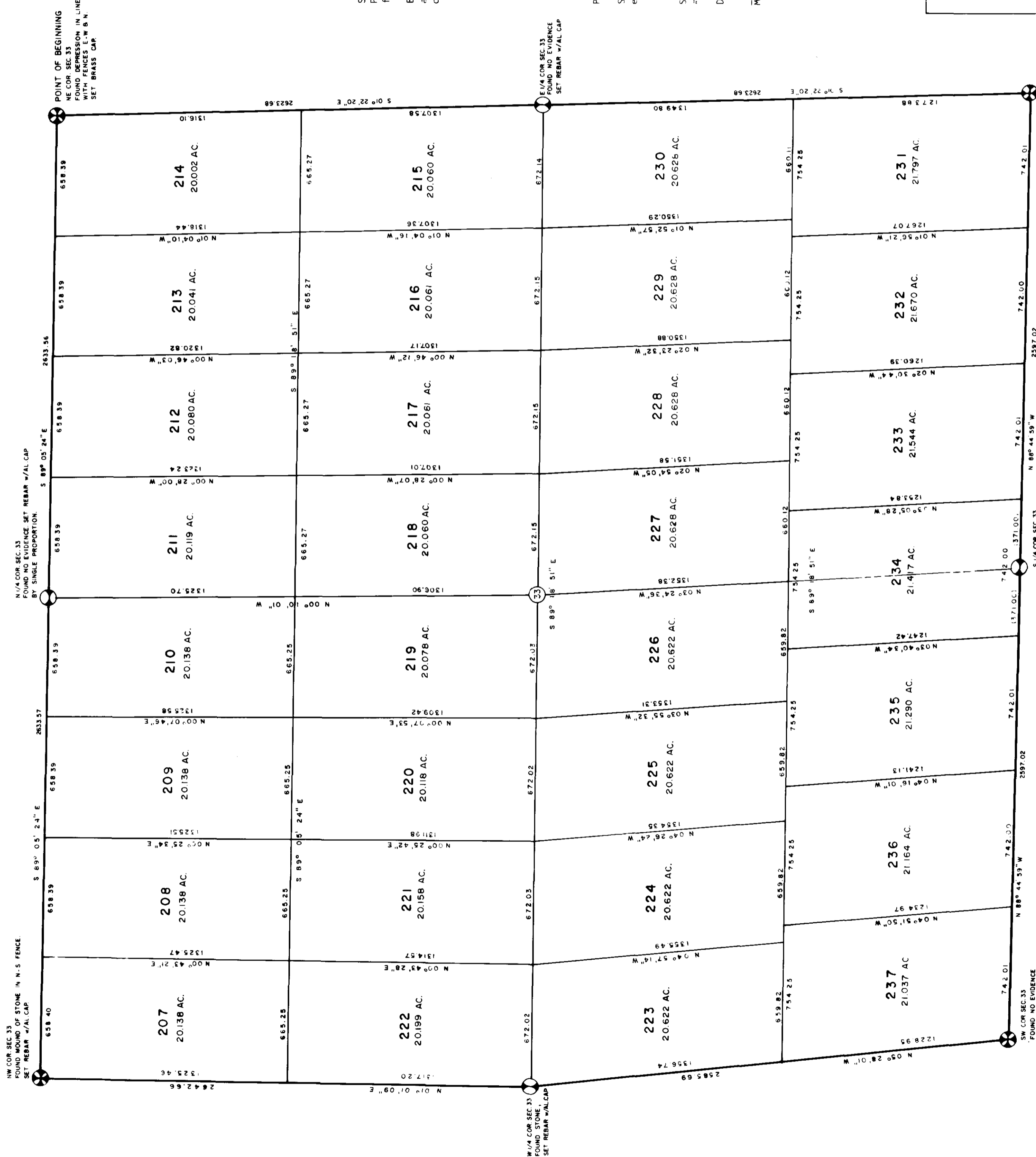
KIRK LENTZ SWPOA

PO BOX 1702 LIVINGSTON, MT 59047

CERTIFICATE OF SURVEY NO. 718

SECTION 33, T2S, R9E, M.P.M.
PARK COUNTY, MONTANA

FOR YELLOWSTONE BASIN PROPERTIES TO SHOW 31 TRACTS OF LAND.



SCALE: 1" = 400'
5/8" x 24" REBAR W/AL CAP
SET AT ALL TRACT CORNERS.
BASIS OF BEARING: C.O.S. NO. 484

DESCRIPTION

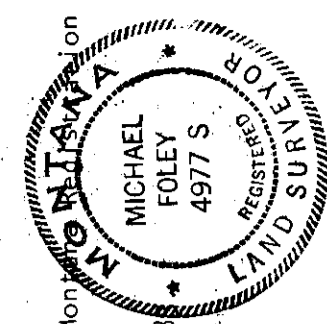
Section Thirty-three, Township Two South, Range Nine East, Montana Principal Meridian, Park County, Montana; being further described as follows:

Beginning at the Northeast corner of said Section Thirty-three, thence along the boundary of said Section Thirty-three through the following courses and distances:

- South 01° 22' 20" East a distance of 2623.68 feet.
- South 01° 22' 20" East a distance of 2623.68 feet.
- North 88° 44' 59" West a distance of 2597.02 feet.
- North 88° 44' 59" West a distance of 2597.02 feet.
- North 05° 28' 01" West a distance of 2585.69 feet.
- North 01° 01' 09" East a distance of 2642.66 feet.
- South 89° 05' 24" East a distance of 2633.57 feet.
- South 89° 05' 24" East a distance of 2633.56 feet to the Point Of Beginning.

Said tract being 636.508 Acres, along with and subject to all existing easements.

CERTIFICATE OF SURVEYOR
Surveyed under the supervision of MICHAEL FOLEY, Montana Registered Professional Land Surveyor
Dated this 4th day of August, 1983
MICHAEL FOLEY



177317

CERTIFICATE OF FILING BY CLERK AND RECORDER
STATE OF MONTANA
COUNTY OF PARK) SS.
Filed for record this 6th day of Oct.
1983, at 3:44 o'clock P.M.
Margaret Trivelpiece
County Clerk and Recorder
Park County, Montana
See 20 50

1/4	SEC.	T	R
XX	33	2S	9E

0 100 200 400 600 FT.

SURVCO, INC.
515 EAST MEMORIAL
BOZEMAN, MT. 59715

TOTAL AREA = 636.508 ACRES