

Return To:
Western Skies Land Company, LLC
207 West Main Street, Suite 5
Lewistown, MT 59457



**SUNSET BUTTE RANCHES SUBDIVISION, Restrictive Covenants
Petroleum County, Montana**

RECITALS

It is the intent of these covenants to protect and enhance the value, desirability and attributes of the Sunset Butte Ranches properties, to promote good stewardship of the land, and to prevent the construction of improper and unstable improvements or unsuitable practices. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property and attractive surroundings, free of nuisance, noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

Grantor is the owner of Tracts 1 - 22 located in Petroleum County, Montana, described in Certificate of Survey ("COS") Number 2007-02, filed in Petroleum County, known as Sunset Butte Phase - Ponderosa Ranches Subdivision.

Grantor also owns lands adjacent to Sunset Butte Phase which may be made subject to these Covenants and included in the Association at Grantor's option.

DECLARATION

NOW, THEREFORE, Grantor hereby declares that the real property consisting of Tracts 1 - 22 described in COS 2007-02 and any additional property made subject to this instrument is subject to the provisions set forth herein and in the By-laws and Articles of Incorporation of the Association.

SBHOA 8/13/07
Declaration of Covenants

1

Sunset Butte
Western Skies Land Company

ARTICLE I. DEFINITIONS:

Association - shall mean and refer to Sunset Butte Ranches Owners Association, Inc. its successors and assigns, a Montana nonprofit corporation.

Board - shall mean the board of directors of the Association.

By-laws - shall mean the by-laws of the Association, as such by-laws may be amended from time to time.

Common Expenses - means and includes expenses of administration, operation, and the expenses of maintenance, repair or replacement of the subdivision roads providing access to the Tracts and expenses deemed lawfully assessed common expenses by the Association.

Conservation Values - shall mean those values and methods of land stewardship consistent with the preservation and development of habitat for elk, deer and other wildlife, and the desire to maintain open spaces for the scenic and aesthetic enjoyment of the lot and tract owners.

Covenants - shall mean and refer to this Restrictive Covenants of Sunset Butte Ranches Subdivision recorded in the Office of the Clerk and Recorder of Petroleum County, Montana.

Grantee- The lot/tract owner(s)

Grantor- shall mean and refer to Western Skies Land Company, LLC, developer of Sunset Butte Ranches Subdivision, or in the event of its merger, sale of all or substantially all its assets to another developer, or dissolution, its successor or assign.

Lot or Tract - shall mean and refer to Tracts 1 - 22 of the COS and any additional Properties made subject to these Covenants. Lot and Tract are interchangeable terms as to their meaning set forth herein.

Member - shall include and refer to every person or entity holding membership in the Association.

Owner - shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any of Tracts 1 – 22 and any Property made subject to these Covenants, Association and By-Laws at a future date.

Property or Properties - shall mean and refer to those certain additional Lots or Tracts of Grantor that are expressly made subject to these Covenants, the Association and By-Laws at a later date.

ARTICLE II. COVENANTS, EASEMENTS AND RESTRICTIONS.

In addition to any other governmental ordinance or regulation, the following covenants and restrictions shall apply to those Tracts on COS 2007-02 and any additional Properties made subject to these covenants.

1. Lot owners shall have the right to convey easements, partial interests and/or access rights-of-way only to other lot owners within the subdivision, and owners of other Properties developed or currently owned by Grantor.

2. Lots shall be used only for residential, recreation, agricultural and ranching purposes. Industrial and/or commercial uses are prohibited except those which promote land use such as hunting, wildlife viewing and other such activities which are consistent with the Conservation Values. Hunting, fishing, trapping and predator control in a manner consistent with state and federal laws and regulations, are expressly permitted on the lot. Any commercial activities that would significantly and materially damage or interfere with wildlife or wildlife habitat are prohibited.

3. There shall be only one single family dwelling on each lot and associated outbuildings and accessory structures. Two family and/or multi-family dwellings are prohibited. No building or structure will be more than 35 feet in height at its highest point from the average grade including chimneys, antennas, or any other such extension. Accessory structures and outbuildings shall not include dwelling spaces of any kind nor be used for human habitation. Upon each lot there is the right to construct, reconstruct, maintain and repair, if necessary, utilities and an access road to each residence(s), recreational facility (ies) and associated outbuilding. Any utility corridor and/or roadway must follow the least damaging feasible route.

4. Vegetative cutting is restricted to the following: on any given lot, no more than 35 percent of the trees greater than 6 inches DBH (diameter at breast height) shall be removed in a ten year period.

The following are exceptions to the above cutting restriction:

- a. those trees and/or vegetation within 100 feet from the edge of a residence.
- b. those trees and/or vegetation within 25 feet from the edge of any accessory structure.
- c. those trees and/or vegetation within a power line right-of-way, road right-of-way or driveway less than 25 feet in width.
- d. those trees and/or vegetation within 25 feet from the edge of a sewage disposal system.
- e. any dead, diseased, dying trees or trees that present a health or safety hazard.

5. Vegetative cutting requirements for fire prevention (safety zones) are as follows:

- a. Within 100' of a home site, trees must be cut and/or trimmed so that 12' of open space exists between crowns. Occasional clumps of two to three trees may be retained for natural, landscape effects. Pruning, when necessary, should be done to a height of 10'.
- b. All dead wood must be removed from the ground within 100' of the home site and small patches of scrub and brush directly adjacent to a home site must be separated at least 10' from the structure by non-combustible material.

c. If the home site is within 50' of the crest of a steep hill, trees should be trimmed at least 100' below the home site following the same guidelines for trimming set forth in item a.

d. Except for grass, non-combustible material is required for landscape use immediately around the home site. The use of bark or wood chips is prohibited.

6. All buildings, accessory structures, temporary storage and sewage disposal systems shall adhere to the following setbacks.

- a. 100' from the edge of any pond
- b. 100' from the boundary of any designated wetland
- c. 25' from the side and rear lot lines of each lot
- d. 50' from the edge of any slope greater than 50%

7. All septic systems are required to be designed and approved by an engineer licensed in the state of Montana.

8. Further subdividing of any lot less than 40 acres is prohibited. Limited re-subdivision of lots 40 acres or more is allowable provided all newly created lots are over 20 acres and obtain all required government approvals and have reasonable access.

9. No structure of temporary character, recreational vehicle, camper unit, trailer, mobile home, basement, tent, shack, garage, accessory building or other out-building shall be used on any parcel as a residence. This restriction does not preclude the use of panelized or modular homes, provided they are set on a permanent foundation. A temporary camp, tent or camper unit may be used for recreational purposes but such structures may not be allowed to remain or be stored on any lot for a period of more than 9 months in a given year. Recreational vehicles may be stored longer than the 9 months per year, provided they are stored in a storage facility (e.g. barn or garage), which meets all the requirements set forth herein.

10. Whenever possible, building material and roofing must be non-combustible and fire-resistant.

11. No garbage, junk offensive to the neighbors, or motorized vehicles which are either non-operational or non-licensed shall be dumped, kept or stored on any parcel, except that such vehicle may be stored in a fully enclosed building meeting standards set forth in these covenants. No trash, debris or other non-compostable refuse may be dumped or otherwise disposed of on the Property.

12. The outside finish of all buildings must be completed within nine months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any buildings. All buildings must be constructed and colored so as to blend in harmoniously with the natural environment. Individual lot numbers must be mounted on each house and/or entrance to each driveway or lot/tract so as to be clearly seen from the adjoining road. If the lot has a residence on it, the address of the residence must also be placed in the aforesaid manner. A recreational vehicle, camper unit, trailer, or temporary facility

may be used as living quarters for the duration of the 9 months during construction of a primary residence.

13. Lighting. All outdoor lighting should be low sodium lighting or equivalent affixed to a building and designed to illuminate only the premises and to minimize nuisance to adjoining landowners. Overhead lighting is prohibited. Non-intrusive lampposts are allowed at the edge of a driveway and lower level lighting (less than 30 inches) is permitted along walkways.

14. Drainage. All open areas of any site, lot, tract or parcel should be graded and planted and mulched as appropriate to provide proper drainage and minimize flooding, erosion and pollution.

15. Noxious Weed Control. Lot owners agree to comply with all provisions of Montana Law and the Petroleum County Weed Management Plan, as amended, in connection with their lot and any subdivision.

16. No lot owner shall cause or allow the origination of excessive odors or sounds from his or her parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his or her parcel. Lot owners acknowledge and agree on behalf of themselves, their heirs, successors and assigns that hunting, agricultural and ranching operations exist and operate within the subdivision and on Properties and lands adjoining the subdivision and may continue to exist and operate, and that such activity carried on in the customary manner and methods in the region shall not constitute a nuisance or give rise to a cause of action under this restriction.

17. In an effort to protect and preserve native wildlife and birds, no dogs, cats or other domestic pets shall be allowed to roam free. All pets must be kept on a leash, in a kennel, or under voice control at all times. Pets shall always be kept under the immediate supervision of their owners.

18. All fencing shall be set back at least 30' from the center of all private and county roads or rights of way excluding driveways. A perimeter fence around the edge of the lot cannot be more than 52" high.

19. In the event an item of potential archaeological and/or Native American historical significance, such as Native American artifacts, is found on a lot within the subdivision, the find should be reported to a non-profit organization that is dedicated to archeological preservation, research and education. Items of significance should not be disturbed or removed from the site except by a qualified archeologist and only for necessary historical preservation and educational purposes.

20. The burning or dumping of garbage, junk, trash, oil petroleum, or other liquid or solid waste (except in connection with an approved sanitary system) or littering of any kind on any lot is strictly prohibited.

21. Preexisting structures and uses in existence on any Lot or Tract are not subject to the restrictive covenants set forth herein provided such structures, if destroyed, are rebuilt within two years, or such uses if discontinued are reestablished within two years. Pre-existing nonconforming uses and structures may be maintained and repaired or replaced in kind, but may not be expanded.

22. Grantor hereby grants to each lot owner, and each lot owner grants to all other lot owners, easements for utilities along boundary lines and access for the installation, maintenance and operation of any such utilities to be located as close as practicable to existing roads and boundary lines within the property.

23. All new utilities must be constructed underground except when extreme conditions such as ledge, coulees, wetlands, or government mandates will cause undue economic hardship for the lot owner.

24. The owners of lots over which the Grantor herein reserves easements for access and/or utilities consents to the placement of a gate on said lot in the easement area, provided however, that said lot owner shall be provided a key or combination in the event the gate is locked.

25. Utilities: The lot owner may construct or install utility structures and/or systems, which are necessary for the permitted ranching activities and/or existing or permitted residential, recreational and associated outbuilding facilities. No lot owner may grant a major utility corridor right-of-way. However, in the circumstance where eminent domain status applies and clear public necessity has been demonstrated to the parties, such a right-of-way may be granted by the mutual agreement of the parties.

26. Water Resources: In accordance with applicable laws and regulations, the lot owner may maintain, enhance and develop any new or existing water resources on the Property for permitted agricultural and ranching activities, domestic needs, fish and wildlife uses and private recreation. The lot owner will make reasonable efforts to ensure continuation of in stream flows. Such activities may include stream bank stabilization, improvement to the quality and quantity of water available, and development of watering facilities and ponds, provided such activities are conducted in a manner consistent with state and federal laws and regulations and do not conflict with the intent of these covenants.

27. Agrichemicals and Biological Controls: The lot owner may use agrichemicals and biological controls, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides, but only in accordance with all applicable laws and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and grazing objectives and/or to improve wildlife habitat. The use of such agents shall be conducted in such manner as to minimize any adverse effect upon the natural values of the Property and to avoid any impairment of the natural ecosystems and their processes.

28. Forest Management: Maintenance of a healthy forest and tree cover is integral to wildlife, wildlife habitat, and water quality. As such, all activities affecting the forest and tree cover will be conducted in a manner that maintains healthy forest conditions over time in accordance with sound silvacultural practices and with best management practices for the benefit of wildlife.

Lot owners may: (i) cut trees for posts and poles; (ii) cut and gather dead, dying and down trees for firewood and to abate diseases and infections; (iii) cut or prune trees and brush which constitute a hazard to persons, property, or road; (iv) cut trees within any building site; and (v) in conformance with covenants 4 and 5.

All other proposed tree cutting, to perpetuate a healthy forest, or to provide or enhance diverse habitat for elk and other wildlife, and any commercial timber harvesting, will be conducted in accordance with an approved Timber Management Plan ("TMP") prepared by a professional forester.

The TMP will encompass the long-term management of the forestland to provide diverse habitat for elk and other wildlife, to perpetuate a healthy forest, to maintain scenic quality, and to abate fuels and erosion. Timber harvest activity will be undertaken at times and by methods that will have the most reasonably minimum impact on the use of the Property by wildlife. All applicable state and federal forestry laws, plans, practices, guidelines and regulations shall be met.

29. Cultivation or Farming: Lot owners may plow, cultivate, plant food plots, and/or farm, however, the introduction of any noxious or detrimental species is expressly prohibited.

30. Habitat Improvement: Each lot owner has the right to undertake habitat improvement projects that will enhance aquatic and terrestrial wildlife habitat. All such activities shall be undertaken in a manner consistent with the Conservation Values. No lot owner will introduce into the Lot any plant species as defined or listed as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies. Lot Owners may reseed disturbed areas only with high quality, certified weed-free seed commonly used in Montana.

31. Game Farming or Game Farm Animals: No lot owner shall construct, conduct, or operate a game farm, or raise or hold game farm animals or alternative livestock on the Lot. Game farm animals include penned, enclosed, or privately-owned caribou, black bear, grizzly bear, mountain lion, white-tailed deer, mule deer, black-tailed deer, coues deer, elk, moose, antelope, mountain sheep, mountain goat, red deer, and any other cloven-hoofed ungulate which is indigenous to Montana and any non-indigenous or exotic cloven-hoofed ungulate which could interbreed with or spread disease to any cloven-hoofed ungulate indigenous to Montana, provided however that "traditional" domestic livestock, including domestic cattle, domestic sheep, domestic goat, domestic pigs and domestic llamas are not included in the definition of game farm animals.

32. Wildlife Harassment: Harassment of elk or other wildlife by people, vehicles or domestic animals is prohibited. Lawful hunting is not wildlife harassment.

33. Off-Road Vehicles: No lot owner shall use vehicles off of existing roads and travel ways in a manner that may result in significant erosion or compaction of the soil, impact on the natural appearance of the Property, damage or destruction to vegetation, or interference with use of the natural habitat by the wildlife species occurring on the Property. The parties recognize, however, that the use of off-road vehicles may be necessary in property management and retrieval of harvested big game animals, and such limited use is therefore expressly permitted, provided that all reasonable efforts are made to minimize any adverse impact of the use, consistent with terms and intent of these Covenants.

34. Commercial Feeding: No lot owner shall establish or maintain any commercial feedlot. For the purposes of this covenant, a commercial feed lot shall be defined as a permanently constructed, confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this

subsection shall prevent a lot owner from seasonally confining the lot owner's livestock into an area for feeding consistent with historical practices.

35. Game Proof Fences: No lot owner shall construct any big game proof fences, defined as any fence which cannot be crossed by elk, deer or other big game wildlife.

36. Range Management and Ranching Activities: The lot owner may use the property for common or typical ranching and farming activities, including hay production, grazing, feeding, breeding, raising, and managing livestock, provided these activities do not materially jeopardize the Conservation Values. The term "livestock" includes livestock that are considered "traditional" at the time of the execution of this Easement and within the local area surrounding the lot. Traditional livestock shall not include any of the game farm animals discussed in these covenants. Sound range stewardship and livestock management are integral to the protection of the wildlife habitat and other Conservation Values. As such, all activities affecting range health will be conducted in a manner that fosters and/or maintains the ecological function of the land, water processes and plant community succession. Livestock grazing shall not exceed a degree of use described as moderate by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the range resource and wildlife habitat. The lot owners may install, maintain, replace, and repair, for ranching purposes, the fences, corrals, barns and sheds, and other ranching or agricultural improvements necessary for the foregoing.

37. Western Skies Land Company, LLC reserves the right to vary or to modify the aforesaid covenants, easements and restrictions in cases of hardship or practical difficulty where the basic intent and purposes of said covenants, easements and restrictions would not be violated.

38. These covenants, restrictions and easements may be enforced by the owner(s) of any lot (including Grantor) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof or to recover damages caused thereby. These covenants may also be enforced by the owners of the Properties, and adjoining lots or tracts developed by Grantor that Grantor grants such authority to. The failure to enforce any of these covenants, restrictions or easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any of these covenants, restrictions or easements shall not affect any other of these provisions which shall thereafter remain in full force and effect. Any lot owner who violates any of these covenants, restrictions and easements shall be liable for the reasonable attorneys' fees and legal expenses of any other lot owner or party who is successful in a legal action to enforce such covenant, restriction or easement.

39. The Grantor and Grantee herein covenant and agree that the property conveyed herein shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall bind all lots and tracts in Sunset Butte Ranches Subdivision. These covenants, restrictions and easements shall inure to the benefit of the Grantee and Grantor herein, his, her or their heirs, legal representatives, successors and assigns.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Each owner and each Tract or Lot or Property are subject to these Covenants, the By-Laws and jurisdiction of the Association which is hereby expressly granted the right to enforce the Covenants.

Provisions regarding membership, voting rights and assessments are set forth in the Association By-Laws.

ARTICLE IV. ANNEXATION.

Section 1. Annexation of Additional Property. In addition to the real property presently known as Tracts 1 – 22 of COS 2007-02, other Property of Grantor may be unilaterally annexed to and become subject to this instrument and subject to the jurisdiction of the Association, but only upon Grantor executing an instrument to be recorded in the Clerk and Recorder's Office specifically declaring the Property to be annexed and to be made subject to this instrument.

Section 2. Expansion of Association Membership. Membership in the Association shall be expanded to include owners of lots within any annexed Property.

ARTICLE V. AMENDMENT.

Section 1. Amendment Subsequent to Close of First Sale. Subsequent to the close of the first sale of the Tracts described on COS 2007-02, this instrument may be amended or revoked in any respect by owners of not less than seventy-five percent (75%) of the lots subject to this instrument, by their execution of an instrument amending or revoking the same. The instrument shall make appropriate reference to this document and any amendments thereto and shall be acknowledged and recorded in the office of the Clerk and Recorder of the County.

ARTICLE VI. GENERAL PROVISIONS

1. Enforcement. The Association or any owner shall have the right to enforce all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed or created by the provisions of this instrument or the By-Laws or the Articles.

2. Non-liability. The Grantor, the Association, and the individual members of the Association shall not be held liable for carrying out any duties that are specified in this Declaration as long as such duties are carried out in reasonable manner.

3. Severability. The provisions of this instrument or any amendment shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions thereof shall not invalidate any other provisions thereof.

4. Indemnification of Officers and Directors. Every director and every officer of the Association shall be, and is hereby granted the right to be indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, except in such cases wherein the director or officer is adjudged guilty of willful

misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, all rights to which each such director or each such officer may otherwise be entitled.

5. Waiver Re Unenforceability. Each owner, by acceptance of a deed to his lot, shall be deemed to have agreed that Grantor shall have no liability whatsoever resulting from any term or provision hereof having been found to be unenforceable in whole or in part by any court, agency or tribunal having jurisdiction in the matter.

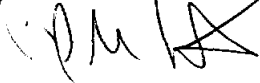
6. Easement Reserved by Grantor. Grantor and in the event of Grantor's merger, sale of all or substantially all its assets to another developer, or dissolution, its successors or assign hereby reserves easements for ingress and egress and easements for all manner of utilities, public or private, over the private roads shown on the COS 2007-02 or providing access to the Tracts or annexed Property.

7. Easement for Administrative Purpose to BLM and State of Montana. The Owners agree that the Bureau of Land Management ("BLM") and the State of Montana ("State") shall each have access over the private roads in the subdivision as shown on the COS 2007-02 and over those lots on the COS 2007-02 that adjoin lands owned by the BLM or State for the sole purpose of administrative review of the lands of BLM or the State. This is not deemed access for the public or any third party other than BLM or State.

8. Attorney's Fees. Should suit be instituted hereon, hereunder or in connection herewith to enforce any of the terms or provisions hereof, or to obtain any of the remedies provided for herein, the prevailing party shall be entitled to an award of reasonable attorney's fees from any court of competent jurisdiction.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this 13 day of September, 2007.

WESTERN SKIES LAND COMPANY, LLC



By: Daniel M. Christmas, President

STATE OF New York)
)ss.
County of Oneida)

On this NY day of September, 2007, before me, the undersigned, a Notary Public for the state of _____, personally appeared Daniel M. Christmas, known to me to be the President of Christmas & Associates of Montana, Inc., Manager for Western Skies Land Company, LLC, and acknowledged to me that he executed the same.

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

Linda M. Ebensperger
Notary Public State of New York
No. 01EB6065891
Qualified in Oneida Co.
My Commission Expires
10/29/09

Linda M. Ebensperger
Print Name: Linda M. Ebensperger
Notary Public for the State of New York
Residing at: Camden, NY Oneida County
My Commission Expires: 10/29/09

(SEAL)

RETURN TO: STOGSDILL LAW OFFICE, P.C.
505 West Main, Suite 313
Lewistown, Montana 59457
Telephone (406) 538-2623

050736 Fee: \$56.00 Pgs: 8
PETROLEUM COUNTY, MT Recorded 2/26/2010 At 8:51 AM
ASHLEY OBRIGEWITCH, Clerk & Recorder
by Paula Kinner
Return To: STOGSDILL LAW OFFICE P C 505 WEST MAIN SUITE 313
LEWISTOWN, MT 59457

AMENDMENT TO SUNSET BUTTE RANCHES
SUBDIVISION, RESTRICTIVE COVENANTS

WHEREAS, on or about September 13, 2007, the owner of tracts 1-22 of C.O.S. No. 2007-02, Petroleum County, Montana, executed Restrictive Covenants. The Restrictive Covenants are recorded as Document Number 049138, in the records of Petroleum County, Montana. The Restrictive Covenants affect the following real property:

Tracts 1-22 of C.O.S. 2007-02, Petroleum County, Montana.

WHEREAS, the undersigned represent more than seventy-five percent (75%) of the tract owners in C.O.S. 2007-2.

WHEREAS, Section 1 of Article V of the above-described covenants permit the amendment of covenants upon the approval of 75% of the owners of the tracts subject to the covenants.

WHEREAS, the undersigned agree that it is beneficial and necessary to amend the Restrictive Covenants so as to prohibit tract owners from maintaining or storing temporary camps, tents or campers on the premises for more than 90 days per year.

THEREFORE, the undersigned hereby amend the Restrictive Covenants, dated September 13, 2007, by substituting the following paragraph in place of Section 9 of Article II:

9. No structure of temporary character, recreational vehicle, camper unit, trailer, mobile home, basement, tent, shack, garage, accessory building or other out-building shall be used on any tract as a residence. This restriction does not preclude the use of panelized or modular homes,

provided they are set on a permanent foundation. A temporary camp, tent or camper unit may be used for recreational purposes, but such structures may not be allowed to remain or be stored on any tract for a period of more than 90 days in a given year. Recreational vehicles may be stored longer than 90 days per year, provided that they are stored in a storage facility (e.g. barn or garage), which meets all the requirements set forth herein.

The remaining terms, restrictions and conditions of the Restrictive Covenants, dated September 13, 2007, shall remain in full force and effect.

Dated this 3 day of July, 2009.

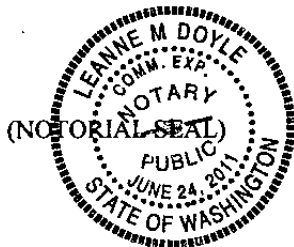
Thomas Roger Witkowski
THOMAS ROGER WITKOWSKI

Barbara C. Witkowski
BARBARA C. WITKOWSKI

STATE OF WASHINGTON)
 : ss
COUNTY OF KING)

On this 3 day of July, 2009, before me the undersigned, a Notary Public for the State of Washington, personally appeared THOMAS ROGER WITKOWSKI and BARBARA C. WITKOWSKI, 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 in this Certificate first above written.



Leanne M Doyle
Print Name
Leanne M Doyle
Notary Public for the State of Washington
Residing at Seattle, WA, Washington
My commission expires: 6/24/11

BE Harvey
BEVERLY E. HARVEY,
a/k/a BEV HARVEY

Marjorie S. Harvey
MARJORIE S. HARVEY,
a/k/a MARGE HARVEY

STATE OF ILLINOIS)
COUNTY OF Will) : ss

On this 16th day of June, 2009, before me the undersigned, a Notary Public for the State of Illinois, personally appeared BEVERLY E. HARVEY, a/k/a BEV HARVEY, and MARJORIE S. HARVEY, a/k/a MARGE HARVEY, 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 in this Certificate first above written.

(NOTORIAL SEAL)



CHRISTINE E. STOTLAND
Print Name
Christine E. Stotland
Notary Public for the State of Illinois
Residing at Norcrossville, Illinois
My commission expires: 1-29-2011

L. G. Shaw

1

: SS

On this 21 day of July

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and

Print Name Tim Walker

Print Name _____

Print Name Lincoln

Notary Public for the State of Oregon

Residing at Eugene, Oregon
My commission expires: June 1, 2012



ANDERSON R. HOWARD, JR.

SHAUNA M. HOWARD

STATE OF WASHINGTON)
 : ss
COUNTY OF CLARK)

On this ____ day of _____, 2009, before me the undersigned, a Notary Public for the State of Washington, personally appeared ANDERSON R. HOWARD, JR. and SHAUNA M. HOWARD, 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 in this Certificate first above written.

Print Name

(NOTORIAL SEAL)

Notary Public for the State of Washington
Residing at _____, Washington
My commission expires: _____

RAY BUCHHOLZ

MARCELLA K. BUCHHOLZ

STATE OF MONTANA)
 : ss
COUNTY OF GALLATIN)

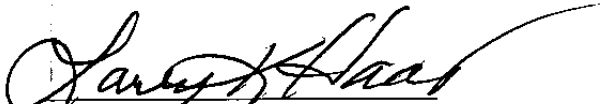
On this ____ day of _____, 2009, before me the undersigned, a Notary Public for the State of Montana, personally appeared RAY BUCHHOLZ and MARCELLA K. BUCHHOLZ, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Print Name

(NOTORIAL SEAL)

Notary Public for the State of Montana
Residing at _____, Montana
My commission expires: _____


LARRY K. HAAS

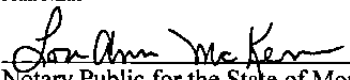

LESLIE LEE HAAS

STATE OF MONTANA)
 : ss
COUNTY OF GALLATIN)

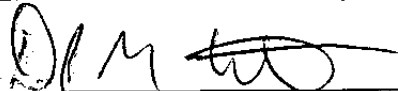
On this 19th day of June, 2009, before me the undersigned, a Notary Public for the State of Montana, personally appeared LARRY K. HAAS and LESLIE LEE HAAS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



LouAnn McKenna
Print Name

Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: 4-22-2011

WESTERN SKIES LAND COMPANY, LLC

By: 

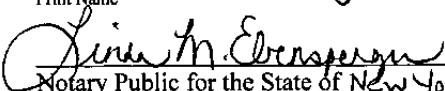
DANIEL M. CHRISTMAS, Authorized Agent

STATE OF New York)
COUNTY OF Oneida) : ss

On this 15 day of June, 2009, before me the undersigned, a Notary Public for the State of New York, personally appeared DANIEL M. CHRISTMAS, Authorized Agent for WESTERN SKIES LAND COMPANY, LLC, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Linda M. Ebensperger
Notary Public State of New York
No. 01EB6065891
Qualified in Oneida Co.
My Commission Expires 10/29/09
(NOTARIAL SEAL)

Linda M. Ebensperger
Print Name

Notary Public for the State of New York
Residing at Camden, N.Y.
My Commission expires: 10/29/09

RETURN TO: STOGSDILL LAW OFFICE, P.C.
505 West Main, Suite 313
Lewistown, Montana 59457
Telephone (406) 538-2623

050828 Fee: \$56.00 Pgs: 8
PETROLEUM COUNTY, MT Recorded 4/26/2010 At 1
ASHLEY OBRIGEWITCH, Clerk & Recorder
by Ashley Obrigewitch
Return To: WESTERN SKIES LAND COMPANY, LLC 2C
LEWISTOWN, MT 59457

SECOND AMENDMENT TO SUNSET BUTTE RANCHES
SUBDIVISION, RESTRICTIVE COVENANTS

WHEREAS, on or about September 13, 2007, the owner of tracts 1-22 of C.O.S. No. 2007-02, Petroleum County, Montana, executed Restrictive Covenants. The Restrictive Covenants are recorded as Document Number 049138, in the records of Petroleum County, Montana. The Restrictive Covenants affect the following real property:

Tracts 1-22 of C.O.S. 2007-02, Petroleum County, Montana.

WHEREAS, the undersigned represent more than seventy-five percent (75%) of the tract owners in C.O.S. 2007-2.

WHEREAS, Section 1 of Article V of the above-described covenants permit the amendment of covenants upon the approval of 75% of the owners of the tracts subject to the covenants.

WHEREAS, the undersigned agree that it is beneficial and necessary to amend the Restrictive Covenants so as to permit the construction of overhead power and utility lines in the utility easement and roadway running the length of the Southern boundary of Sections 19 and 20 of Township 18 North, Range 26 East, Petroleum County, Montana.

THEREFORE, the undersigned hereby amend the Restrictive Covenants, dated September 13,

2007, by substituting the following paragraph in place of Section 23 of Article II:

23. New Utilities may be constructed above or below ground in the roadway and utility easement running the length of the Southern boundary of Sections 19 and 20 of Township 18 North, Range 26 East, Petroleum County, Montana, subject to statutory or regulatory requirements. Utilities in the remainder of the subdivision must be constructed underground except where extreme conditions such as ledges coulees, wetlands or government mandates will cause undue economic hardship for the lot owner.

The remaining terms, restrictions and conditions of the Restrictive Covenants, dated September 13, 2007, shall remain in full force and effect.

Dated this 23 day of March, 2010.

Thomas Roger Witkowski
THOMAS ROGER WITKOWSKI

Barbara C. Witkowski
BARBARA C. WITKOWSKI

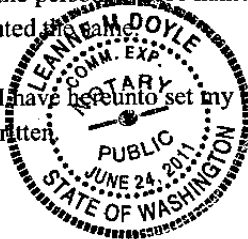
STATE OF WASHINGTON)

: ss

COUNTY OF KING)

On this 23 day of March, 2010, before me the undersigned, a Notary Public for the State of Washington, personally appeared THOMAS ROGER WITKOWSKI and BARBARA C. WITKOWSKI, 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 in this Certificate first above written.



Leanne M. Doyle
Print Name Leanne M Doyle

RealEstate/WesternSkies/
Sunset Butte/AmendmenttoCovenants