



# Yellowstone County, Montana

**Disclaimer:** Not all fields are currently maintained. The accuracy of the data is not guaranteed. Please notify the Appraisal/Assessment Office of any inaccuracies.

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[Full Camera Detail](#)

## Owner Information

Ownership Data Last updated: 9/30/2008

Tax ID: D11396 Tax Status: Active

Primary Owner Name: REYNA, ROY

Additional Legal Owner:  
REYNA, NANETTE

Mailing Address: REYNA, ROY  
PO BOX 133  
LAUREL, MT 59044

Property Address: 5920 CHIEF BUFFALO HORN TRL

Township: 02 S Range: 23 E Section: 04

Full Legal: S04, T02 S, R23 E, 2307, PARCEL 137, TR 137 COS 2307 IN SECS 27-28 AND 33-34  
IN 1S 23E & SEC 4 IN 2S 23E

GeoCode: 03-0819-04-3-03-01-0000

[Show on Map](#)

## Property Assessment Information

Levy District: LAUREL OUTSIDE W/PLANNING

Assessed value (Base date 1/1/2002)

Assessed Land Value = \$ 10,285.00

Assessed Building(s) Value = \$ 110,100.00

Total Assessed Value = \$ 120,385.00

## Taxable Market Value\*

Tax Year: 2008

Class Code	Amount
NON-QUAL AG LAND 20-160AC = \$	885.00
1 A BLDG SITE N/Q AG LAND = \$	6,204.00
IMPS ON RURAL LAND = \$	75,240.00
Total = \$	82,329.00

\* The values shown are for the given tax year as supplied by the Department of Revenue. This value is used to calculate the property tax and is not the true market value of the property. The most recent market value is not allowed to be used by the Legislature. For questions regarding how the taxable market value is derived, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](tel:406-896-4000).

## Rural SID Payoff Information

NONE

## Property Tax Billing History

[Pay Taxes Online](#)

Year	1st Half	2nd Half	Total
<u>2000</u>	699.48 P	699.47 P	1,398.95
<u>2001</u>	735.35 P	735.33 P	1,470.68
<u>2002</u>	807.34 P	807.32 P	1,614.66
<u>2003</u>	784.62 P	784.61 P	1,569.23
<u>2004</u> ♦	776.96 P	776.96 P	1,553.92
2004 ♦	50.00 P	0.00	50.00

<u>2005</u>	814.68 P	814.67 P	1,629.35
<u>2006</u>	800.72 P	800.71 P	1,601.43
<u>2007</u>	780.66 P	780.66 P	1,561.32
<u>2008</u>	733.92	733.89	1,467.81

(P) indicates paid taxes.

Click on year for detail.

◆-Current records indicate tax bill protected under a bankruptcy filing.

#### Jurisdictional Information

Commissioner Dist: 1 - John Ostlund (R)  
 Senate: 29 - Daniel McGee (R)  
 House: 58 - Krayton Kerns (R)  
 Ward: Outside City Limits  
 Precinct: 65

School Attendance Areas  
 High: LAUREL  
 Middle: LAUREL  
 Elem: WEST

Any comments or questions regarding the web site may be directed to the [webmistress](#).



# Yellowstone County, Montana

Assessment Department

## CAMA Detail

Disclaimer: Not all fields are currently maintained. The accuracy of the data is not guaranteed. Please notify the Appraisal/Assessment Office (406-896-4000) of any inaccuracies. CAMA(Computer Assisted Mass Appraisal) data was last updated 01/24/08.

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[Property Tax Detail](#)

### Owner Information

**Legal Owner:** REYNA, ROY  
**Tax ID:** D11396  
**Geo Code:** 03-0819-04-3-03-01-0000  
**Property Address:** 05920 CHIEF BUFFALO HORN 59057  
**Legal Description:** TR 137 COS 2307 IN SECS 27-28 AND 33-34 IN 1S 23E & SEC 4 IN 2S 23E  
**Clerk Recording #:** 3385130      **Recording Date:** 07/17/06      **Document:**  
**Clerk Recording #:** 3345976      **Recording Date:** 08/29/05      **Document:**  
**Property Type Code:** Residential-Rural  
**Property Indicator Code:** Dwelling

### Site Data

**Levy District:** 2970      **Municipal Code:** XXX  
**Neighborhood Code:** 1      **ECF:** 105%  
**Utilities:** Septic      **Access:** Semi Improved Road  
**Lot Size:** 20.140 Acres      **Topology:** Ag/Timber Land  
Nuuc

### Residential Building Data

**Year Built:** 1999      **Lot Improve:** Dwelling  
**Year Remodel:** N/A      **Effective Year:** 99  
**Style:** Ranch      **Exterior:** Frame - Wood Side/Sheath  
**Story Height:** 1.0      **Condition:** Good  
**Roof Type:** Gable      **Roof Material:** Asphlt Shngle  
**Foundation:** Concrete      **Basement:** Full  
**Heat/Cool:** Central A/C      **Grade:** 5  
**Heating Type:** Gas / Forced Air      **CDU:** AV  
**Percent Complete:** 100

### Interior Data

<b>Bedrooms:</b>	3	<b>Full Baths:</b>	2	
<b>Family Rooms:</b>	0	<b>Half Baths:</b>	0	<b>Addl Fixtr:</b> 3
<b>1st Floor:</b>	1,620 SQ FT	<b>Total Fixtures:</b>	09	
<b>2nd Floor:</b>	N/A	<b>Bsmt Finsh:</b>		
<b>Basement:</b>	1,620 SQ FT	<b>Heated Flr:</b>	N/A	
<b>Half Floor:</b>	N/A	<b>Bsmt Garage:</b>	N/A	
<b>Attic:</b>	N/A	<b>Built-in Garage:</b>	N/A	
<b>Attic Type:</b>	None	<b>Masonry F/P:</b>	N/A	
<b>Total:*</b>	3,240 SQ FT	<b>F/P Height:</b>	0.0 OPENING(S) - 0	
		<b>Pre Fab F/P:</b>	2	

\* includes finished, unfinished & attic footprint area(s).

### Other Residential Additions

Addition(s) Code	Definition	Area (Sq Ft)
33		280
33		84

<b>Other Residential Building &amp; Yard Improvements</b>					
<b>Type Code Definitions</b>		<b>Dimensions/SqFt</b>		<b>Area (Sq Ft)</b>	
RS1		10X12			120
<b>Ag Land Data</b>					
<b>Cont Crop AC:</b>	N/A	<b>Fallow AC:</b>	N/A	<b>Irrigated AC:</b>	N/A
<b>Grazing AC:</b>	N/A	<b>Wild AC:</b>	N/A	<b>Timber AC:</b>	N/A
<b>Total AC:</b>	20.140				
Any comments or questions regarding the web site may be directed to the <a href="#">webmistress</a> .					



WHEN RECORDED RETURN TO:

Name: Roy Reyna and Nanette Reyna  
Address: 5920 Chief Buffalo Horn Trail  
Laurel, MT 59044  
ST44597

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, Vanderbilt Mortgage and Finance Inc., Grantor, does hereby grant, bargain, sell and convey unto Roy Reyna and Nanette Reyna the Grantees, as joint tenants with rights of survivorship, whose address is 5920 Chief Buffalo Horn Trail, Laurel, MT 59044 the following described premises, in Yellowstone County and State of Montana, to wit:

That part of Section 4, Township 2 South, Range 23 East, M.P.M., described as Tract 137 of Certificate of Survey No. 2307, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1344215.

TO HAVE AND TO HOLD unto the Grantees, the survivor thereof, and to their heirs and assigns, forever, SUBJECT TO THE FOLLOWING.

- (a) Reservations and exceptions in patents from the United States or the State of Montana.
- (b) Visible easements, easements of record and rights of way.
- (c) All building, use, zoning, sanitary and environmental restrictions.
- (d) Taxes and assessments for 2006 and subsequent years.
- (e) All prior conveyances, leases or transfers of any interest in water and/or minerals, including but not limited to oil, gravel, gas, coal and other hydrocarbons.

EXCEPT with reference to the states referred to in paragraphs (a) through (e) inclusive, this deed given with usual covenants expressed in Mont. Code Ann. Section 30-11-110.

Dated this 13 day of July, 2006.

Vanderbilt Mortgage and Finance Inc.

[Signature]  
Robert Morris  
Marketing Manager

STATE OF MT )  
COUNTY OF Blount )

This instrument was acknowledged before me this 13 day of July, 2006, by Robert Morris as the Marketing Manager of Vanderbilt Mortgage and Finance Inc., the corporation that executed the instrument and the foregoing instrument was signed on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]  
Printed Name: Lucy A. Smular  
Notary Public in and for the State of MT  
Residing at: Blount  
My commission expires: 3-11-07



After Recording Return To:  
COUNTRYWIDE HOME LOANS,  
INC.



3385131  
Page 1 of 31  
07/17/2006 03:58P

MS SV-79 DOCUMENT  
PROCESSING  
P.O. Box 10423  
Van Nuys, CA 91410-0423

ST 44597

Prepared By:  
GLORIA FAWKINS

[Space Above This Line For Recording Date]

00013919965807006  
(Doc ID #)

### DEED OF TRUST

Trust Indenture Under the Small Tract Financing Act of Montana

MIN1000157-0006909661-4

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 13, 2006 together with all Riders to this document.

(B) "Borrower" is  
ROY REYNA, AND NANETTE REYNA

Borrower is the master under this Security Instrument.

(C) "Lender" is  
COUNTRYWIDE HOME LOANS, INC.

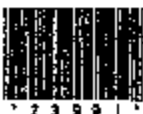
Lender is a  
CORPORATION  
organized and existing under the laws of NEW YORK  
Lender's address is  
4500 Park Granada MEN# SVE-314, Calabasas, CA 91302 1610

(D) "Trustee" is  
CHARLES J PETERSON, ATTORNEY AT LAW  
46 WEST 2ND STREET, DICKINSON, ND 58601

MONTANA-Single Family-Fannie Mae/Freddie Mac UNIFORM  
INSTRUMENT WITH MERS

Page 1 of 31  
-GASHT) (0402) CHL (08/05(d) YMP Mortgage Solutions, Inc. (300)021-729)

FORM 3027 1/01 (rev. 12/03)







3385131

Page: 3 of 11  
07/17/2006 09:50P

DOC ID #: 06013919965807006

THAT PART OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 23 EAST,  
M.P.M., DESCRIBED AS TRACT 137 OF CERTIFICATE OF SURVEY NO.  
2307, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF  
THE CLERK AND RECORDER OF YELLOWSTONE COUNTY, MONTANA, UNDER  
DOCUMENT NO. 1344215.

Parcel ID Number: 11396  
address of

which currently has the

5920 Chief Buffalo Horn Trl, Laurel

(State/City)

Montana 55044-9461 ("Property Address"):

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any subordination of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or equity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.



# Yellowstone County, Montana

Yellowstone County, Montana - 2008 Property Tax Information

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[Back to Search Form](#)

[Full Cama Detail](#)

## Owner Information

Ownership Data Last updated: 9/30/2008

Tax ID: D11397 Tax Status: Active

Primary Owner Name: REYNA, NANETTE

Mailing Address: REYNA, NANETTE

PO BOX 133

LAUREL, MT 59044

Property Address:

Township: 02. S Range: 23. E Section: 04

Full Legal: S04, T02 S, R23 E, 2307, PARCEL 138, TR:138 C/S 2307 IN SECS 27, 28 33 & 34 IN 1S 23E & SEC 4 2S 23E

GeoCode: 03-0819-04-3-05-01-0000

[Show on Map](#)

## Property Assessment Information

Levy District: LAUREL OUTSIDE W/PLANNING

Assessed value (Base date 1/1/2002)

Assessed Land Value = \$ 926.00

Assessed Building(s) Value = \$ 0.00

Total Assessed Value = \$ 926.00

## Taxable Market Value\*

Tax Year: 2008

Class Code	Amount
NON-QUAL AG LAND 20-160AC	= \$ 926.00
<b>Total</b>	<b>= \$ 926.00</b>

\* The values shown are for the given tax year as supplied by the Department of Revenue. This value is used to calculate the property tax and is not the true market value of the property. The most recent market value is not allowed to be used by the Legislature. For questions regarding how the taxable market value is derived, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](tel:406-896-4000).

## Rural SID Payoff Information

NONE

## Property Tax Billing History

[Pay Taxes Online](#)

Year	1st Half	2nd Half	Total
<u>2000</u>	36.70 P	36.69 P	73.39
<u>2001</u>	38.99 P	38.98 P	77.97
<u>2002</u>	43.79 P	43.77 P	87.56
<u>2003</u>	47.53 P	47.51 P	95.04
<u>2004</u>	48.38 P	48.38 P	96.76
<u>2005</u>	52.56 P	52.55 P	105.11
<u>2006</u>	53.24 P	53.23 P	106.47
<u>2007</u>	51.91 P	51.91 P	103.82
<u>2008</u>	97.28 P	97.24 P	194.52

(P) indicates paid taxes.  
Click on year for detail.

**Jurisdictional Information**

<b>Commissioner Dist:</b> 1 - <u>John Ostlund</u> (R)	<b>School Attendance Areas</b>
<b>Senate:</b> 29 - <u>Daniel McGee</u> (R)	<b>High:</b> LAUREL
<b>House:</b> 58 - <u>Kmyton Kerns</u> (R)	<b>Middle:</b> LAUREL
<b>Ward:</b> Outside City Limits	<b>Elem:</b> WEST
<b>Precinct:</b> 65	

Any comments or questions regarding the web site may be directed to the webmistress.



# Yellowstone County, Montana

Yellowstone County, Montana Department of Revenue

## CAMA Detail

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[Back to Search Form](#)

[Property Tax Detail](#)

### Owner Information

**Legal Owner:** REYNA, NANETTE  
**Tax ID:** D11397  
**Geo Code:** 03-0819-04-3-05-31-0000  
**Property Address:** AG-LAND 59000  
**Legal Description:** TR:138 C/S 2307 IN SECS 27, 28 33 & 34 IN 1S 23E & SEC 4 2S 23E  
**Clerk Recording #:** 3360614 **Recording Date:** 12/16/05 **Document**  
**Clerk Recording #:** 1902603 **Recording Date:** 12/15/97  
**Property Type Code:** Vacant-Rural  
**Property Indicator Code:** Vacant

### Site Data

<b>Levy District:</b>	2970	<b>Municipal Code:</b>	XXX
<b>Neighborhood Code:</b>	1	<b>ECF</b>	105%
<b>Utilities:</b>	None	<b>Access:</b>	
<b>Lot Size:</b>	20.035 Acres	<b>Topology:</b>	Ag/Timber Land None

### Ag Land Data

<b>Cont Crop AC:</b>	N/A	<b>Fallow AC:</b>	N/A	<b>Irrigated AC:</b>	N/A
<b>Grazing AC:</b>	N/A	<b>Wild AC:</b>	N/A	<b>Timber AC:</b>	N/A
<b>Total AC:</b>	20.035				

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When Recorded Mail To:

Nanette Rayza  
PO Box 133  
Laurel, MT 59044

**QUITCLAIM DEED**  
(Joint Tenancy)

Order No: B-469ZE

Parcel No: D-11397

FOR VALUE RECEIVED, ONE DOLLAR AND 00/100 DOLLARS (\$1.00)

**Bradley Alexander**

Hereinafter called, Grantors do hereby release, remise and forever quitclaim unto

**Nanette Rayza**

Whose address is:

5920 Chief Buffalo Horn Trail, Laurel, MT 59044

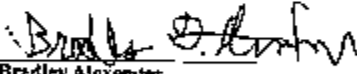
hereinafter called Grantees, as joint tenants (and not as tenants in common) and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, the following described premises, in Yellowstone, Montana, to-wit:

Tract 138, of Certificate of Survey No. 2307, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 1344215.

Together with all the tenements, hereditaments, and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title interest, dower, right of dower, property, possession, claim and demand whatsoever as well in law as in equity, of said parties, in or to the said premises and every part and parcel thereof.

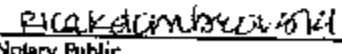
TO HAVE AND TO HOLD, all and singular the said premises with the appurtenances thereto belonging unto Grantees, as joint tenants and not as tenants in common and to their heirs and assigns of the survivor of said named tenants forever.

Dated: June 16, 2008

  
Bradley Alexander

STATE OF MONTANA, COUNTY OF YELLOWSTONE

This instrument was acknowledged before me on this 16 day of June, 2008, by Bradley Alexander, who personally appeared before me the undersigned notary public

  
Notary Public

Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  


**36**

5534 Ac.

S. 70° 32' 59" W.  
944.24'

S. 31° 03' 27" W.  
944.24'

887.04'  
550.00'

**137**  
20.1396 Ac.

S. 43° 51' 14" E.  
915.00'

340.00'

1387.00'

**9**  
10 Ac.

20.1068 Ac.

**133**

1083.38'

N. 03° 54' 07" W.

N. 89° 54' 58" W.

864.67'

20.0346 Ac.

**138**

793.69'

275.00'

505.00'

1024.15'

N. 00° 02' 43" W.

1529.15'

375.00'

**13**

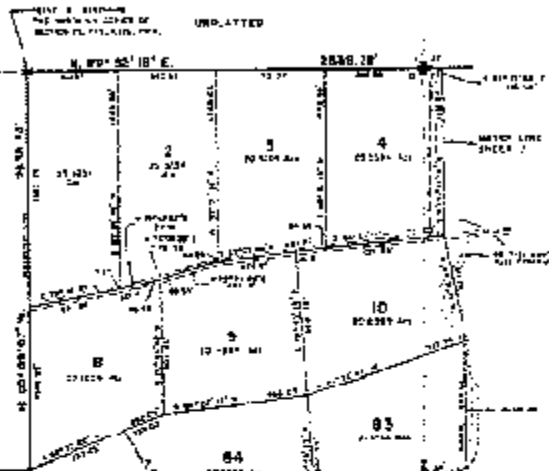
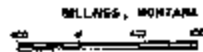
20.22 Ac.

660

# CERTIFICATE OF SURVEY No. 2307

SITUATED IN SECTIONS 27, 28, 33, AND 34 OF T.1 S., R.23 E AND  
SECTION 4 OF T.2 S., R.23 E., P.M.M.  
YELLOWSTONE COUNTY, MONTANA

FOR: BIG TIMBER LIVESTOCK CO.  
PREPARED BY: SANDERSON / STEWART / GASSON ENGINEERING INC.  
SCALE: 1" = 400'



NOTE:  
THE 1/4 SECTION CORNER IS  
LOCATED WHERE THE  
SECTION CORNER IS NOT  
INDICATED BY THE SURVEY

WATER LINE  
LINES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

# CERTIFICATE OF SURVEY No. 2507

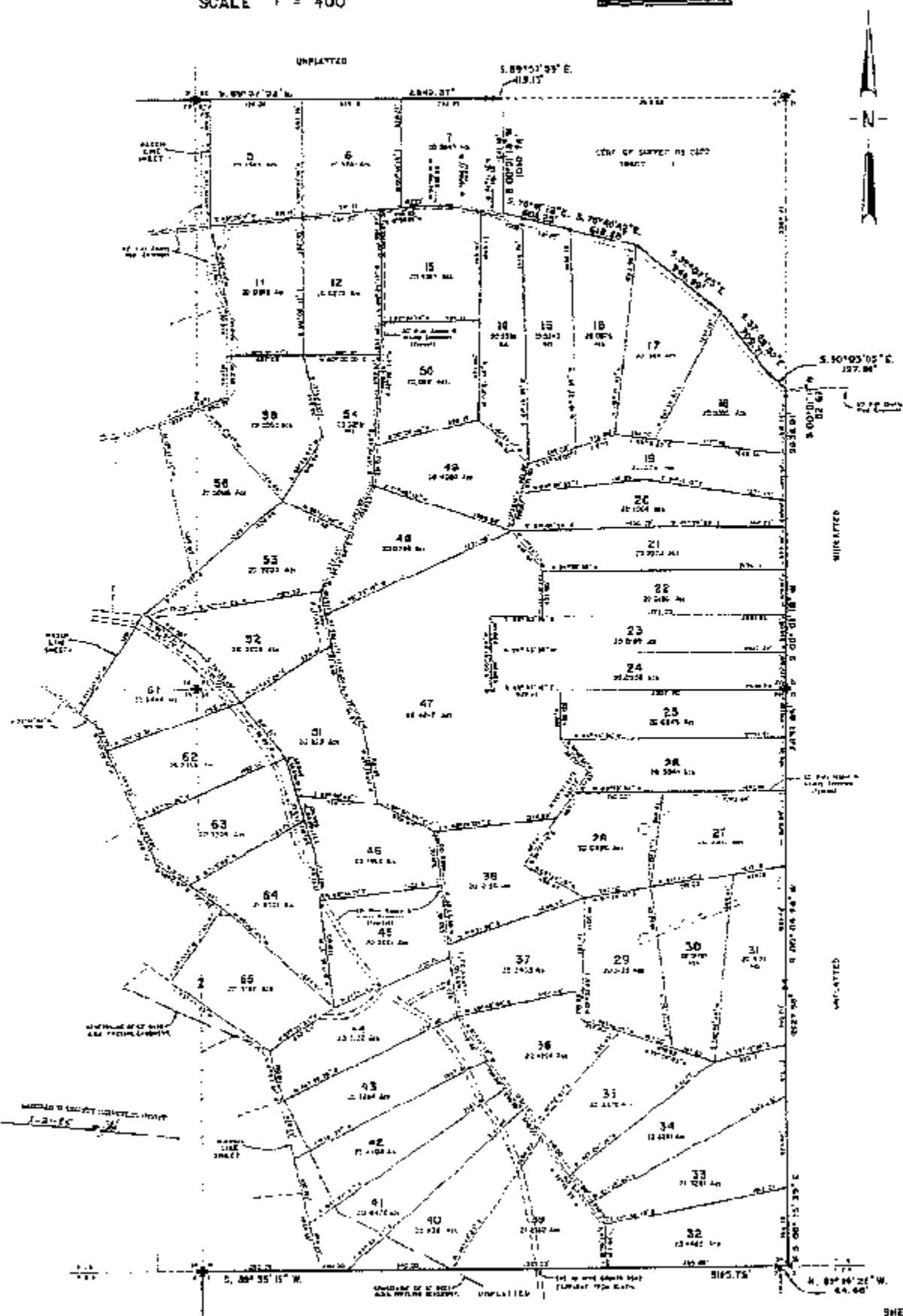
SITUATED IN SECTIONS 27, 28, 33, AND 34 OF T.1S., R.23E AND  
SECTION 4 OF T.2S., R.23E., R.M.  
YELLOWSTONE COUNTY, MONTANA

FOR: BIG TIMBER LIVESTOCK CO.

PREPARED BY: JAMESON / STEWART / BAILEY ENGINEERING CO.

BILLINGS, MONTANA

SCALE 1" = 400'





175116

DECLARATION OF COVENANTS  
KIMROCK VISTA

ROCKY MOUNTAIN TIMBERLANDS, INC.  
P. O. BOX 1153  
BOZEMAN, MONTANA 59721-1153

WILLIAM WAYNE JOYNER, SUSAN P. JOYNER, AND MICHAEL F. HOGG, AS TENANTS IN COMMON IN EQUAL SHARES, OF P. O. BOX 1153, BOZEMAN, MT 59721-1153, HEREIN THE GRANTOR, IS THE TITLED OWNER OF THAT CERTAIN PROPERTY LOCATED IN YELLOWSTONE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF SECTIONS 27, 28, 33 AND 34 IN TOWNSHIP 1 SOUTH, RANGE 20 EAST, AND SECTION 4 IN TOWNSHIP 2 SOUTH, RANGE 20 EAST, N.P.M., YELLOWSTONE COUNTY, MONTANA, DESCRIBED AS TRACTS J THROUGH K6 AND 48 THROUGH 137 INCLUSIVE, OF CERTIFICATE OF SURVEY NO. 2307, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER DOCUMENT NO. 1344215.

THE IMMEDIATE GRANTOR AND ALL FUTURE GRANTEEES, THEIR HEIRS AND ASSIGNS FOREVER, OF ANY PORTION OF SAID PROPERTY, COVENANT AND AGREE BY THE ACCEPTANCE OF A CONVEYANCE TO FAITHFULLY OBSERVE AND COMPLY WITH SAID RESTRICTIONS, CONDITIONS, COVENANTS AND LIMITATIONS.

1. ANY AND ALL ANIMALS KEPT ON THE PROPERTY, MUST BE FENCED OR CONTAINED WITHIN THE BOUNDARIES OF SAID PROPERTY. PETS SHALL NOT BE ALLOWED TO RUN AT LARGE, AND SHALL BE IN CONTROL AT ALL TIMES. NO PROPERTY OWNER SHALL BE PERMITTED TO OPERATE A COMMERCIAL HOG FARM, A COMMERCIAL PORKBUTT, OR A COMMERCIAL CHICKEN FARM ON THE PROPERTY. ANY ANIMALS KEPT ON THIS PROPERTY SHALL BE FOR DOMESTIC OR HOUSEHOLD USE ONLY, INCLUDING PETS, AND ARE SUBJECT TO PARAGRAPH 5 HEREIN, COMMERCIAL DOG KENNELS OR BOARDING WILL NOT BE ALLOWED.

2. ANY PROPERTY OWNER MUST ASSUME THE BURDEN OF SUPPLYING AND DEVELOPING WATER AND SEWAGE FACILITIES FOR HIS OWN DOMESTIC USE. WELLS AND WATER SYSTEMS SHALL BE DRILLED, INSTALLED AND MAINTAINED AT ALL TIMES IN ACCORDANCE WITH ALL APPLICABLE RULES AND REGULATIONS OF ANY PUBLIC AGENCY HAVING AUTHORITY OVER SAME.

3. ALL FUTURE GRANTEEES CONSENT AND AGREE THAT ANY ROADS GIVING ACCESS TO THE PROPERTY ARE NOT MAINTAINED BY GRANTOR. ALL FUTURE GRANTEEES ARE TOTALLY RESPONSIBLE FOR PROVIDING AND MAINTAINING NON PUBLIC ROADS. THIS IS TO SAY THAT IF A PURCHASER WANTS THE ROADS MAINTAINED HE OR SHE MAY DO SO BUT IT IS NOT REQUIRED TO DO SO. ALL FUTURE GRANTEEES COVENANT AND AGREE THAT UNTIL SUCH GRANTEEES HAVE DEVELOPED THE ACCESS TO THEIR INDIVIDUAL PROPERTY TO COUNTY STANDARDS THAT SAID GRANTEEES WILL NOT PETITION OR REQUEST ANY ASSISTANCE OR DEVELOPMENT BY THE COUNTY FOR ROAD IMPROVEMENTS.

4. ALL FUTURE GRANTEEES COVENANT AND AGREE THAT THE GRANTOR IS RESERVING A SIXTY-FOOT (60') EASEMENT FOR GENERAL INGRESS AND EGRESS AND A GENERAL EASEMENT FOR PUBLIC UTILITIES ACROSS THE PROPERTY SOLD HEREIN. PUBLIC UTILITIES WILL FOLLOW ROADS WHERE POSSIBLE. ALL FUTURE GRANTEEES COVENANT AND AGREE THAT GRANTOR IS GRANTING SAID GRANTEE AN EASEMENT FOR INGRESS AND EGRESS TO THE PROPERTY SOLD HEREIN OVER AND ACROSS ALL ROADS WHICH GRANTOR HAS THE RIGHT TO

TRAVEL TO SAID PROPERTY. THE SIXTY-FOOT (60') EASEMENT WILL BE RESERVED ON ALL EXISTING RIGHTS, AND ON ANY ADDITIONAL EASEMENTS RECORDED, OR PROPOSED, OR RECORDED ON SAID PROPERTY'S CERTIFICATE OF SURVEY, OR SALES MAP, UNLESS STATED OTHERWISE. PROPOSED ROADS WILL BE SHOWN AS EXHIBIT "A" AND ATTACHED TO THE INSTRUMENT OF ASSIGNMENT AND/OR WARRANTY DEED WHICH TRANSFERS TITLE FROM ROCKY MOUNTAIN TIMBERLANDS TO FUTURE GRANTEE. IN THE CASE OF PROPOSED ROADS SHOWN ON "B" EXHIBIT "A" LOCATIONS MAY VARY WHEN ACTUALLY CONSTRUCTED.

4. ALL FUTURE GRANTEES COVENANT AND AGREE NOT TO BUILD, MAINTAIN, OPERATE OR (CONSTRUCT), OR IN ANY WAY CAUSE TO BE PLACED WITHIN FIFTY FEET (50') OF THE BOUNDARY LINES OF THE SUBJECT PROPERTY. (CUSTOMARY BOUNDARY FENCING IS EXCEPTED). ALL FUTURE GRANTEES FURTHER COVENANT AND AGREE NOT TO CAUSE ANY CONDITION THAT WILL CAUSE THE ACCUMULATION OR EXISTENCE OF GARBAGE, JUNK OR CONDITION CAUSING A NOXIOUS ODOR ON SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, IMPERATIVE MOTOR VEHICLES AND SCRAP MATERIALS OF EVERY KIND. GRANTEE SHALL DETERMINE, AT ITS DISCRETION, WHAT IS JUDGED TO BE GARBAGE, JUNK, A NOXIOUS ODOR, OR IMPERATIVE VEHICLES.

5. ALL FUTURE GRANTEES COVENANT AND AGREE THAT NO GATES, FENCES OR OTHER OBSTRUCTIONS SHALL BE PLACED UPON ANY ACCESS ROAD. THIS RESTRICTION SHALL NOT PREVENT A FUTURE GRANTEE FROM PLACING A GATE ON AN ACCESS ROAD, ON GRANTEE'S PROPERTY, IF THE ROAD TERMINATES ON THAT GRANTEE'S PROPERTY. METAL CATTLE GUARDS WILL BE ALLOWED IF INSTALLED TO COUNTY ROAD REGULATIONS.

7. ALL FUTURE GRANTEES COVENANT AND AGREE THAT ANY CONSTRUCTION OF HOMES, OUTBUILDINGS OR ANY OTHER BUILDINGS MUST BE COMPLETED ON THE EXTERIOR WITHIN EIGHTEEN (18) MONTHS OF THE COMMENCEMENT OF CONSTRUCTION, MINIMUM SQUARE FOOTAGE SHALL BE 600 SQ. FT.

9. ALL FUTURE GRANTEES COVENANT AND AGREE THAT MOBILE HOMES MAY NOT BE PLACED ON THE SUBJECT PROPERTY UNLESS THEY ARE FACTORY MODULAR HOMES OR DOUBLE-WIDE MOBILE HOMES (NO MORE THAN FIVE YEARS OLD AT THE DATE OF INSTALLATION ON THIS PROPERTY AND NO LESS THAN 980 SQ. FT.) AND THE HOME IS TO BE COMPLETELY SKINDED WITHIN THIRTY (30) DAYS OF ARRIVAL AT SUBJECT PROPERTY. EXTERIOR AND SKIRTING MATERIAL SHALL BE OF NON-REFLECTIVE AND NON-METALLIC MATERIALS. IN THE CASE OF EXTERIOR WALLS, SAID NON-REFLECTIVE AND NON-METALLIC MATERIALS MUST HAVE BEEN FACTORY INSTALLED. NO MOBILE HOME MAY BE INSTALLED ON SUBJECT PROPERTY AND THEN COVERED WITH WOOD SIDING. THIS COVENANT IS NOT INTENDED TO PROHIBIT A PROPERTY OWNER FROM STORING A FACTORY CONSTRUCTED RECREATIONAL VEHICLE ON THE SUBJECT PROPERTY FOLLOWING COMPLETION OF GRANTEE'S RESIDENCE. A PROPERTY OWNER MAY USE A FACTORY CONSTRUCTED RECREATIONAL VEHICLE FOR TEMPORARY USE ON THIS PROPERTY SUCH AS DURING HUNTING SEASON, DURING VACATIONS, OR DURING CONSTRUCTION. IN THE CASE OF CONSTRUCTION, TWO (2) YEARS SHALL BE MAXIMUM USE, BUT NEVER AS A PERMANENT RESIDENCE. DURING SUCH CONSTRUCTION SAID CONSTRUCTION MUST BE OBVIOUS TO GRANTEE OR 90 DAYS PER YEAR IS MAXIMUM TIME SAID RECREATION VEHICLE MAY BE KEPT ON SUBJECT PROPERTY PRIOR TO PERMANENT RESIDENCE BEING COMPLETED. CONSTRUCTION MUST BE ON-GOING, 90 DAYS SHALL BE THE MAXIMUM USE IN THE CASE OF HUNTING SEASON AND/OR VACATIONS.

9. ALL FUTURE GRANTEEES COVENANT AND AGREE THAT NO SIGNS OR ADVERTISEMENTS SHALL BE PLACED ON THE PROPERTY EXCEPT FOR A SIGN DESIGNATING THE OWNERS' NAME, LOT NUMBER AND/OR ADDRESS. THIS RESTRICTION SHALL NOT PRECLUDE ANY FUTURE GRANTEE FROM PLACING A "FOR SALE" SIGN ON THE PROPERTY. THIS RESTRICTION IS INTENDED TO PROHIBIT NO TRESPASSING SIGNS, AMONG OTHERS. (ORANGE GLOW PAINT SERVES AS A NO TRESPASSING SIGN UNDER MONTANA LAW AND IS RECOMMENDED IN PLACE OF NO TRESPASSING SIGNS.) BUSINESSES SHALL BE ALLOWED ONLY TO THE EXTENT THAT THEY CAN BE OPERATED OUT OF AN ESTABLISHED RESIDENCE OR GARAGE, AND ARE SECONDARY TO THE RESIDENCE ITSELF (SUCH AS A GUIDE, TAXIDERMIST, MAIL-ORDER SALES, ETC.) IN SUCH CASE, A SIGN OF LESS THAN TEN SQ. FT. SHALL BE ALLOWED FOR IDENTIFICATION PURPOSES. NO BED AND BREAKFAST INNS TO BE ALLOWED.

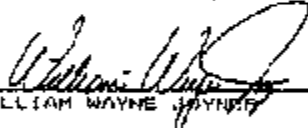
10. ALL FUTURE GRANTEEES COVENANT AND AGREE NOT TO COMMERCIALY HARVEST GROWING TREES ON THE SUBJECT PROPERTY WITHOUT WRITTEN PERMISSION SIGNED BY GRANTOR HEREIN. WRITTEN PERMISSION FOR COMMERCIAL LOGGING SHALL NOT BE NECESSARY WHEN PURCHASER'S CONTRACT FOR DEED IS PAID IN FULL. GROWING OR DEAD TREES ON THE PROPERTY MAY BE USED FOR IMPROVEMENT OF SUBJECT PROPERTY, SUCH AS FENCES OR BUILDINGS, AT ANY TIME WITHOUT WRITTEN PERMISSION BY GRANTOR.

11. ALL FUTURE GRANTEEES COVENANT AND AGREE THAT GRANTOR WILL ALLOW NO MORE THAN TWO (2) SINGLE-FAMILY RESIDENCES AND ACCOMPANYING OUTBUILDINGS PER EACH TWENTY (20) ACRE OR LARGER LOT. EACH RESIDENCE MAY HAVE A GUEST HOUSE AND OUT BUILDINGS. SUCH AS UNATTACHED GARAGE, BARN, ETC.

12. ANY PROVISIONS HEREIN MAY BE AMENDED OR REVOKED, AND ADDITIONAL PROVISIONS ADDED, AT ANY TIME BY WRITTEN INSTRUMENT DULY SIGNED AND ACKNOWLEDGED BY THE OWNERS OF RECORD OF NOT LESS THAN 80% OF THE PARCELS COVERED UNDER THESE COVENANTS AS DESCRIBED IN THE LEGAL DESCRIPTION ON PAGE 1 HEREIN.

IT IS THE INTENT OF THIS DECLARATION THAT THIS LAND IS TO BE USED FOR AGRICULTURAL PURPOSES (SUBJECT TO CERTAIN LIMITED EXCEPTIONS) WITH RESIDENTIAL AND OTHER USES BEING INCIDENTAL THERETO.

DATED THIS 15th DAY OF July, 1994.

  
WILLIAM WAYNE JOYNER

  
SUSAN P. JOYNER

  
MICHAEL F. HEGG

STATE OF MONTANA :  
: SS.  
COUNTY OF GALLATIN :

ON THIS 15th DAY OF July 1974, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED WILLIAM WAYNE JOYNER, SUSAN P. JOYNER, AND MICHAEL F. HEBB, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE WITHIN INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Lavonne Hanson  
NOTARY PUBLIC FOR STATE OF MONTANA  
RESIDING AT BOZEMAN, MONTANA  
MY COMMISSION EXPIRES: 5-21-98



1751146

DECLARATION OF GOVERNANTS

By  
WILLIAM WAYNE JOYNER, ETAL

TO

*Robertson's*

*0/0 2307*

STATE OF MONTANA 21

County of Yellowstone

I hereby certify that the within

assessment was filed in on

for record on this \_\_\_\_\_ day of \_\_\_\_\_ 1994

at \_\_\_\_\_

Witness my hand and seal

MARILYN H. SULLIVAN

County Clerk & Recorder

By *William Wayne Joyner*

Fee: 24.00 R-53158-2

return to

Racley Mountain Timberland

P.O. Box 1153

Bozeman, MT 59771-1153