
**AMENDED
DECLARATION
OF
EASEMENTS
AND
RIGHTS-OF-WAY**

KNOW ALL MEN BY THESE PRESENTS:

That **YELLOWSTONE RIVER RANCH, INC.**, a Montana corporation, having its business address at 2304 W. Main, Bozeman, Montana, 59715, hereafter called "Grantor", does hereby make, provide and grant to the Grantees below identified those certain easements, rights-of-way and privileges hereafter described.

1. GRANTEES: All persons and entities who shall now be or hereafter become purchasers not in default, grantees, owners and lessees of portions of the lands described in **EXHIBIT A**, attached hereto and incorporated herein by reference, are herein collectively referred to as "Grantees". The lands as whole, described in **EXHIBIT A**, are hereafter referred to as The Yellowstone River Ranch.

2. DESCRIPTION OF ROADWAY EASEMENTS: Each lot in The Yellowstone River Ranch shall have access by way of a road easement and right-of-way for nonexclusive use forty (40) feet in width, within the area known as The Yellowstone River Ranch. Grantor represents that although certain roads and roadways already exist within The Yellowstone River Ranch, and although Grantor, solely within its discretion, may choose to build additional roads or improve certain roads, the Grantor is under no obligation to do so, and Grantor does not expressly or impliedly covenant or agree to build, improve or maintain any roads or roadways within The Yellowstone River Ranch.

3. USE OF ROADWAY EASEMENTS: The above-described roadway easements shall be used in common with Grantor and all Grantees for ingress and egress for all purposes to and from their respective lots, for the construction, repair and maintenance of roadbeds and road surfaces which exist or may be placed thereon, for the use, construction, maintenance and repair of utility lines, pipelines, water storage facilities, wells and springs together with all apparatus associated therewith and for all transportation uses by Grantor, Grantees and their respective employees, families and guests.

4. GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS-OF-WAY: Grantor hereby grants to Grantees a perpetual, nonexclusive easement and right-of-way in, over, under and across the said roadway easements for the purposes and uses set forth hereinabove in common with Grantor and all other Grantees. Grantor reserves unto itself its rights as expressed elsewhere in this instrument.

5. CONSTRUCTION AND MAINTENANCE OF ROADS: Grantor shall not be responsible for the construction, repair or maintenance of any roadway or right-of-way within The Yellowstone River Ranch. Nor shall Grantor be liable to any Grantee or third person for damages arising from the use, construction, repair, maintenance or the locating of any easement, right-of-way or road.

6. USE OF ASSESSMENTS: Monies received by way of any assessments from the Grantees shall be used by The Yellowstone River Ranch Landowners Corporation solely for subdivision purposes, including, without limitation, road and right-of-way maintenance.

7. RESERVATION OF RELOCATION RIGHTS: Grantor hereby expressly reserves the right to determine the location of all roadway easements and to relocate the same wherever the Grantor shall deem necessary or advisable by reason of topography and/or soil conditions.

8. RESERVATION OF GRAZING AND AGRICULTURAL RIGHTS: The Grantor reserves the right to graze or farm any lot within The Yellowstone River Ranch until such lot shall be fenced in accordance with law.

9. FENCING: Any Grantee desiring to maintain livestock on his lot shall at his own expense contain the same with fencing and/or cattle guards (which cattle guards shall be at least 14 feet in width), such fencing to conform fully to the laws of the State of Montana, whether or not the lot shall be now or hereafter included in any herd district. All fencing shall be located at least 30 feet from the centerline of any roadway easement designated pursuant to this covenant.

Any and all cattle guards and fences shall be so designed, constructed and maintained with appropriate gates for livestock passage as to permit the free passage and flow of vehicular and livestock traffic over and across all roadway easements without interference with the property abutting such roadway easements.

10. SUCCESSION AND APPLICABILITY: The grants and reservations made herein shall run in favor of and be binding upon the Grantor and Grantees and its and their respective heirs, executors, personal representatives, administrators, successors in interest and assigns, perpetually, and such easements and reservations as are hereby granted and reserved are covenants running with the land.

11. WAIVER OF GRANTOR'S RIGHTS: Grantor may at any time after the recording of this instrument waive, release or transfer to any Grantee or to The Yellowstone River Ranch Landowners Corporation (or its successors) any of the rights, reservations and privileges retained by Grantor herein. Grantor shall not expand nor enlarge such rights and privileges. No such waiver, release or transfer shall be valid unless reduced to writing executed by Grantor or its successors in interest nor shall any such waiver, release or transfer operate to confer any rights or privileges not contained herein upon any other Grantee or entity who or which is not the recipient of any such waiver, release or transfer.

12. **SUCCESSION:** The rights, privileges, obligations and benefits created by this instrument shall be binding upon and inure to the benefit of the Grantor and Grantees and to the respective heirs, executors, personal representatives, administrators, permitted assigns and successors in interest of the Grantor and Grantees.

13. **NUMBER AND GENDER:** As used in this instrument, the singular shall include the plural and the masculine shall include the feminine and neuter wherever the sense thereof is indicated.

14. **RECORDING:** This Declaration shall be recorded in the Office of the Clerk and Recorder, County of Stillwater, State of Montana. It shall be binding upon Grantor, Grantees and all persons claiming under them and shall affect all lands described on EXHIBIT A. From and after the date of recording the provisions herein shall be incorporated into all other instruments affecting any of the lands described in EXHIBIT A by referring to the Book (Film) and Page Numbers in which this Declaration shall be recorded.

IN WITNESS WHEREOF this instrument is executed by the Grantor by its duly authorized officers.

YELLOWSTONE RIVER RANCH, INC.

By 
 Its Vice-President
 Signatures Notarized

Recorded, Stillwater Co. Montana
 Book 98 Deeds, Pages 432 - 433

EXHIBIT A

The Yellowstone River Ranch — 1st Filing

Tracts 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, and 227 as shown on Certificate of Survey Nos. 269111 through 269124, Stillwater County, Montana.

A MENDED
(July 1999)

**BY-LAWS OF THE
YELLOWSTONE
RIVER RANCH
LANDOWNERS
CORPORATION**

**ARTICLE I: FORMATION AND
OBJECTIVES**

Section 1.1: Formation

The Yellowstone River Ranch Landowner's Corporation (hereafter called the Corporation) is a nonprofit eleemosynary corporation organized and existing under the laws of the State of Montana.

Section 1.2: Objectives

The objectives of the Corporation are:

- a. To maintain, preserve and improve the common areas used by members of the Corporation, their guests and other permitted users, for ingress, egress, recreational and utility purposes; and
- b. To enforce covenants heretofore or hereafter adopted affecting The Yellowstone River Ranch Subdivision (hereafter called the Subdivision),
- c. To perform such other functions consistent with law and validly directed by the Board of Directors to be performed by the Corporation.

ARTICLE II: MEMBERSHIP

Section 2.1: Definition of Members

Those persons and entities described as the "Developer", "Lot Owners", "Lot Purchasers" and their successors in interest are and shall be members of the Corporation.

"Developer" is the Yellowstone River Ranch, Inc., a Montana corporation.

"Lot Owners" are those persons and entities who have received a Warranty Deed for one or more lots in the Subdivision, and who have not sold or otherwise transferred the lot. A lot for which a Warranty Deed shall have been delivered shall be deemed "owned". "Lot Purchasers" are those persons or entities who have entered into a Contract for Deed to purchase one or more lots in the Subdivision, but to whom a Warranty Deed for any lot in the Subdivision has not been delivered pursuant to such Contract for Deed.

Those persons or entities who by reason of purchase, assignment or otherwise acquire the rights of lot owners or lot purchasers are and shall be deemed, respectively, lot owners or lot purchasers, as the case may be.

Section 2.2: Classes of Members

Lot owners are and shall be Class A Members.
Lot purchasers are and shall be Class B Members.

Section 2.3: Voting

Class A Members shall for each lot owned have one vote for at large Members of the Board of Directors and for all other issues upon which votes shall be taken.

This section amended by vote, July 1999 see attachment ed

The Developer shall have one vote on each matter subject to vote for each lot of the Subdivision owned by the Developer ~~for which no Warranty Deed shall have been delivered.~~

Where there is more than one person or entity comprising the Grantee of any individual lot of the Subdivisions, the person or entity first named in the Warranty Deed as Grantee shall be entitled to exercise the vote attributable to such lot UNLESS all of the persons or entities, collectively named as Grantees, shall unanimously exercise such vote or shall have designated in writing prior to exercising such vote a person or entry different from that above described.

Section 2.4: Proxies

Any Member entitled to vote may do so in person or by proxy. No proxy shall be valid for more than eleven months after the date of execution thereof unless otherwise provided in the proxy instrument.

Any officer of the Developer or of a Member entity shall have the right to exercise the appropriate voting rights.

**ARTICLE III: MEETINGS OF
MEMBERS**

Section 3.1: Annual Meeting

There shall be an annual meeting of Members of the Corporation to be held in Montana, unless some other place shall be designated in the notice of the meeting.

The annual meeting shall be held in July of each year, commencing in 1993, or upon such other date, not later than ninety days thereafter, as shall be designated in the notice.

Notice of the date of the annual meeting of any special meeting shall be mailed to all Members at least thirty days prior to the date set for such meeting.

**Section 3.2: Business To Be Conducted At The
Annual Meeting**

Whether specified in the notice, or not, the following reports shall be presented to the Members at the Annual Meeting.

- a. Report of the activities of the Corporation for the preceding year.
- b. Report of the financial condition of the Corporation.
- c. Budget for the forthcoming year with identification of proposed expenditures for the forthcoming year and anticipated revenues.

Election of Directors shall be held at the Annual Meeting.

Section 3.3: Special Meetings of Members

Special meetings of the Members may be called by a majority of the Board of Directors or by the Secretary upon written demand of the Members owning or purchasing at least ten percent (10%) of the lots in the Subdivision.

Section 3.4: Agenda for Meetings

All notices of meetings, annual or special, shall set forth all matters upon which action of the Members will be requested.

Section 3.5: Voting, Quorum

No action shall be taken nor be binding upon the Corporation unless:

- a. The matter shall have been duly noticed for action in the call for the meeting or in these By-Laws; and
- b. The action shall have been affirmatively voted upon by the Developer and by a majority of those Members entitled to vote who were present in person and by proxy at the meeting; or the Board of Directors was authorized by such vote of the Members and Developer to take such action; and
- c. There was a quorum present, in person or by proxy, at said meeting, the quorum comprising the Developer and the owners and purchasers of at least ten percent (10%) of the lots of the Subdivision.

ARTICLE IV: DIRECTORS**Section 4.1: Number of Directors**

There shall be ~~five~~ Directors of the Corporation together constituting the Board of Directors. The Directors shall from among their number select a Chairman who shall preside at meetings of the Board.

Section 4.2: Elections of Directors

*Amended
July 2002*

The Developer, so long as it shall retain legal title to ten percent (10%) or more of the total number of lots in the Subdivision, shall be entitled to select one of the five Directors.

The remaining three Directors shall be elected in accordance with the provisions of Section 2.3 hereof. These shall be known as "Directors at Large".

Section 4.3: Terms of Office

The Director elected by resident lot owners and lot purchasers shall hold office for one year.

The Director elected by the Developer shall hold office for one year.

The Directors at Large shall each hold office for three years, except that at the first election of Directors the persons receiving the first, second and third largest number of votes as Directors at Large shall hold office as Directors, respectively, for three years, two years and one year.

Section 4.4: Directors' Meetings

There shall be at least one meeting of the Board of Directors annually, the first to be held immediately after the Annual Meeting of the Members. Other meetings of the Board

may be called by the Chairman upon ten days prior written or telephoned notice.

A majority of the Directors shall constitute a quorum; all business conducted shall require the affirmative action of a majority of the Directors present at the meeting. No Director may act by proxy.

Section 4.5: Functions of Directors

Directors shall establish the policies and the programs of the Corporation, these to be executed by the officers of the Corporation.

Section 4.6: Informal Approval of Actions

Meetings of Directors may be held although the Directors shall not have been physically present together at the same time. Actions resulting from meetings by electronic or other means must be ratified and confirmed in subsequent writings.

ARTICLE V: OFFICERS**Section 5.1: Titles**

There shall be a President and a Secretary of the Corporation and such other officers as may be deemed necessary by the Board of Directors. The officers shall be appointed by the Board of Directors and shall serve at the pleasure of the Board. Members of the Board of Directors may be officers, but need not be.

Section 5.2: Duties of Officers

The Board of Directors by resolution shall specify and delineate the duties and responsibilities of the officers of the Corporation. No officer shall be required to undertake his office until the duties and responsibilities of his office shall have been set forth in writing and acknowledged by him.

ARTICLE VI: GENERAL PROVISIONS RELATING TO DIRECTORS AND OFFICERS**Section 6.1: Payment for Services**

Members of the Board of Directors shall not be eligible for any remuneration for their services. Officers of the Corporation shall be paid such amounts as shall be determined by the Board of Directors. Members of the Board of Directors and officers of the Corporation shall be reimbursed all of their respective expenses justifiably and necessarily incurred in the performance of their duties. The Board may institute such procedures for control of and payment for such expenses as it may deem appropriate.

Officers may be appointed for specific terms, not to exceed two years, pursuant to contract with the Corporation.

Section 6.2: Holding Over

The term of office of Directors and Officers shall automatically be extended to the date that the successor of each such Director and Officer shall take office, except in the case of removal of such Director or Officer.

Section 6.3: Removal of Officers and Directors

Any Officer or Director may be removed from office prior to the expiration of his or her term for the following causes:

Directors

- a. For malfeasance, upon conviction thereof in any court of law.
- b. Without any grounds alleged or cause assigned by the affirmative vote of three-fourths of the Members entitled to vote and the assent of the Developer at a special meeting held for that purpose.

Officers

- a. For malfeasance, upon conviction thereof in any court of law.
- b. For malfeasance, upon action of the Board of Directors.
- c. For violation of the provisions of any employment contract between the Officer of the Corporation, upon action of the Board of Directors.

Section 6.4: Resignations

Any Director or Officer may resign, such resignation being effective upon delivery of notice thereof to the Secretary of the Corporation, or at such later date stated in the notice.

Section 6.5: Filling Vacancies

Vacancies in the Board of Directors shall be filled by appointment of temporary Directors to serve until the next annual meeting of the Corporation, such appointments to be made by the remaining Director or Directors.

If there shall at any time be no Directors, the President shall immediately call a special meeting of Members to elect a new Board of Directors in accordance with Section 4.2 hereof.

Section 6.6: Waivers, Ratifications

Notices of meetings of Directors may be waived in writing. Actions of the Board and/or the officers may be ratified by the Members of the Board of Directors, as the case may be, where such action was not properly authorized when taken.

ARTICLE VII: RECORDS**Section 7.1: Records To Be Maintained**

The Corporation shall maintain at the office of the Developer the following records in a current status.

- a. Minutes of all meetings of Members of the Corporation and all meetings of the Board of Directors.
- b. A record of the status of all Members as to the payment of maintenance assessments, whether the same shall have been required by contract or other undertaking or as a result of the action of the Corporation.
- c. Financial data showing all receipts and disbursements of the Corporation and a balance sheet as of the end of each fiscal year showing the assets and liabilities of the Corporation.

Nothing in this Section shall be construed to limit the records to be maintained only to those mentioned above.

At its option, the Developer may, with reasonable notice, request the Corporation to maintain its records elsewhere.

Section 7.2: Custody of Legal Instruments

The Corporation shall safely and securely maintain all legal documents and instruments which may be delivered to its custody.

ARTICLE VIII: FINANCES**Section 8.1: Budget**

Prior to the annual membership meeting, the Board of Directors will cause a proposed budget for the forthcoming year to be prepared. A copy of that budget, with any explanation deemed desirable by the Board, shall be sent to each Member with the notice of the meeting. The proposed budget shall be considered at the Annual Meeting of Members. Members not present may make their views known by writing to the Secretary prior to the meeting.

Section 8.2: Balanced Budget

The budget as proposed and as adopted shall provide in anticipated revenues adequate funds to pay for all anticipated expenditures during the same period.

Section 8.3: Determination of Assessments

The Board of Directors shall determine a fair and equitable method of assessing Members an annual amount for the payment of budgeted expenditures; the Board shall, utilizing such method, establish such assessment for each lot in the Subdivision; the Board shall notify the owners or purchasers of each lot of the assessment and the Board shall indicate how such assessment shall be paid.

Section 8.4: Unpaid Assessments Liable

The Board of Directors may authorize any Corporation officer to file a lien against the interest of any owner or purchaser of a lot within the Subdivision for the amount of any assessment remaining unpaid after becoming due. Such lien may provide by its terms that it be enforceable by foreclosure or other appropriate judicial process.

Section 8.5: Special Assessments

In addition to the annual assessments hereinabove provided, the Board of Directors may make special assessments to provide for emergencies. The Board of Directors may require special assessments for lots deriving special or unequal benefits.

Section 8.6: No Change to Contracts

Nothing in this Article VIII or any other provision of these By Laws shall be construed as amending or purporting to amend any provision of any contract, condition or covenant heretofore entered into between the Developer and any lot owner or lot purchaser.

ARTICLE IX: PROTECTIVE COVENANTS**Section 9.1: Enforcement of Protective Covenants**

The Corporation acknowledges the existence of certain protective covenants applicable to the Subdivision which covenants have heretofore been recorded by the Developer, said covenants being hereby incorporated and made a part of these By-Laws by reference.

The Corporation hereby assumes the right to enforce the said protective covenants if the Developer shall fail to do so within a reasonable time.

The expenses of such enforcement shall be deemed proper items for inclusion as expenditures for which assessments shall be required.

ARTICLE X: PROTECTION OF AND RESTRICTIONS UPON DIRECTORS AND OFFICERS

Section 10.1: Indemnity

The Corporation shall indemnify any Director or officer against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding liable for negligence or misconduct in the performance of duty. The Corporation may also reimburse any Director or officer the reasonable costs of settlement of any such action, suit or proceedings if it shall be found by a majority of the Directors not involved in the controversy (whether or not a quorum) that it was to the interest of the Corporation that such settlement be made and that such Director or officer was not guilty of negligence or misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director or Officer may be entitled under any By Law, agreement, vote of Members or otherwise.

Section 10.2: Conflicts of Interest

An officer or Director may act for the Corporation although he is associated with or interested in another party which is involved in the transaction, provided that he has fully disclosed that interest to the Corporation and no other officer or Director has made known any objection. Contracts and other transactions of the Corporation with Aspen Gold Ranches, Inc. shall be valid for all purposes although one or more of the officers or Directors acting for the Corporation are also officers, directors, employees, or agents of Aspen Gold Ranches, Inc., or are also acting for Aspen Gold Ranches, Inc.

Section 10.3: Loans

No loan shall be made by the Corporation to any Director or officer.

ARTICLE XI: ACCOUNTING YEAR

Section 11.1: Fiscal Year

*A m e n d e d
J u l y 2 0 0 2*

ARTICLE XII: SEAL

Section 12.1: Form of Seal

The seal of the Corporation shall be circular in form and bear the name and date of incorporation.

ARTICLE XIII: AMENDMENTS

Section 13.1

These By-Laws may be amended by the affirmative vote of a majority of the members who are entitled to vote in accordance with Section 2.3 hereof, present at any meeting duly called and held, the notice of which meeting shall be stated that a purpose of the meeting was to consider the amendment or repeal of the By-Laws. In accordance with Section 416.79, *Montana Revised Statutes*, these By-Laws have been adopted by the signers of the Petition for Charter.

OFFICE OF CLERK AND RECORDER STILLWATER COUNTY, MONTANA

I hereby certify that the within instrument was filed in this office for record the 18th day of December A. D. 19 92 at 2:11 o'clock P. M., and was duly recorded in Book 97 of Misc. on page 255
By Janet R. Parkins Recorder
Nadine Green

Fee: \$66.00 Paid

Return to: Stillwater Abstract
Columbus, MT 59019

July 1999^{12/14}

YELLOWSTONE RIVER RANCH LANDOWNERS' CORPORATION
P.O. BOX 452, Columbus, MT. 59019

The following are the Sections of the By-Laws amended by vote at this year's Annual Meeting. The amended Sections are being recorded at the Sillwater County, MT. courthouse.

Section 2.2 : Classes of Members

Lot owners and lot purchasers are and shall be Class A Members.

Section 2.3 : Voting

Class A Members shall for each lot owned have one vote for at large Members of the Board of Directors and for all other issues upon which votes shall be taken.

The Developer shall have one vote on each matter subject to vote for each lot of the Subdivision owned by the developer.

Lot Owners / Lot Purchasers must be current on payment of assessments in order to vote on any issues upon which votes shall be taken.

Where there is more than one person or entity comprising the Grantee of any individual lot of the subdivision, the person or entity first named in the Contract for Deed or Warranty Deed as Grantee shall be entitled to exercise the vote attributable to such lot UNLESS all of the persons or entities, collectively named as Grantee, shall unanimously exercise such vote or shall have designated in writing prior to exercising such vote a person or entity different from that above described.

14/14

308410

Amended Yellowstone River Ranch

Office of Clerk and Recorder
Stillwater County, Montana

I hereby certify that the within instrument was Filed and Indexed on
the 11th day of July, 2002 at
8:25 o'clock A M. No of pages are 14

Document # 308410

FEE: \$ 5.00 PD Janet R. Parkins Recorder
Janet R. Parkins

7/8
CHECKED DR
INDEXED DR
SCANNED DK

308410

Document 308410

Yellowstone River Ranch
Landowners Corporation
PO Box 452
Columbus, MT 59019

YELLOWSTONE RIVER RANCH LANDOWNERS' CORPORATION

*The following section of the Covenants and By-Laws were amended at
The annual meeting of the Corporation on July 16, 2005*

By-Laws of the Yellowstone River Ranch Landowners' Corporation

Article VIII: Finances Section 8.4: Unpaid Assessments Lienable

Add the following

Each Member's assessment is due **IN FULL** on a date or dates set forth by the Board of Directors. A ten percent (10%) delinquent charge (or percentage set by law or policy) will be added to the assessment on any assessments not paid prior to the due date. The Corporation will be entitled to ten percent (10%) interest per annum from the date the delinquent payment was due on any outstanding balances.

The Board of Directors may authorize any Corporate Officer to file against the interest of any owner or purchaser of a lot within the Yellowstone River Ranch (Estates) for the amount of any assessment remaining unpaid after becoming due. Such lien may provide by its terms that it be enforceable by foreclosure or other appropriate judicial process. The Corporation will be entitled to the delinquent payment, interest plus all costs, including court costs, fees, and reasonable attorney's fees incurred. Any liens filed will also incur a filing/release fee of \$ 50.00 or as set by the Board of Directors.