

Cross Property All Fields Detail

 Listing

CONFIDENTIAL DOCUMENT - BIG SKY COUNTRY MLS MEMBER USE ONLY
ALL FIELDS DETAIL REPORT

MLS#: 310465 **Class:** Residential
Status: Active **Type:** Single Family
Asking Price: \$3,300,000 (\$438.31/SF) **Total Sq Ft:** 7,529
Original Price: \$3,600,000 (\$478.15/SF) **Sq Ft Source:** Dept Of Revenue (C & A)
Address: 950 Martinez Spring Road
City: Bozeman **Levels:** 2 Floors with Basement
State: MT **Bedrooms:** 3
Zip: 59718 **Baths:** 4.5
Area: 2SW - Boz S of City W of 19th **Lot Size:** 25.049 - Acres
County: Gallatin **Garage:** 3 Attached
Subd/Complex: Other **Year Built:** 2012
Legal: S28, T03 S, R05 E, C.O.S. 1412G, PARCEL 14, ACRES 25.049
Directions: South Cottonwood Canyon .6 mile turn right, stay left to end of road, drive on left



Recent: 05/22/2019 : PRC DECR : \$3,600,000->\$3,300,000

GENERAL LISTING INFORMATION

Input Date: 11/17/2017 10:26 AM	Update Date: 05/22/2019
Listing Date: 10/30/2017	Expiration Date: 10/30/2019
Agent 1: Vivian Bridaham Banta Ph:(406) 580-7516 	Administrative Fee:
Office 1: Big Sky Sotheby's - Bozeman Ph:(406) 586-6688	Selling Office Fee: 2.75
Agent 2:	Dual/Variable Comm: No
Office 2:	Listing Type: Exclusive Right to Sell
Agent 3:	Short Sale/Foreclosure: Neither
Office 3:	

PROPERTY DETAILS

New Construction: No	HOA: Subdivision HOA - Yes / Condo HOA - No
New Const Type:	HOA Amount: \$375.00
Est. Complete Dt:	HOA Pay Period: Yearly
1st Level Sq Ft: 5,532	HOA Contact: Mke Torok
2nd Level Sq Ft: 969	HOA Contact Ph:
3rd Level Sq Ft:	Zoning: AR - Agricultural & Rural Residential
Abv Grade Sq Ft: 6,501	Condo Name:
Bsmt Level Sq Ft: 1,028	Modular Construction: No
Unfinished Sq Ft:	Pets: Allowed
Loc of Unfinish SF:	Water Amenity:
Guest Quarters: Yes, 2 Bedrooms, 3/4 Bath, Full Bath, Guest Apartment, Kitchen, Laundry, Living Room	Flood Plain: No
Guest Sq Ft: 1,512	Public Land Adjacent: Forest Service
# Full Baths: 3	Exceptions: 2 chandeliers and front entrance lights
# 3/4 Baths: 1	Covenant Y/N: Yes
# 1/2 Baths: 1	Covenant Description: yes
Builder/Architect: St. Cyr/ Gilbert	Certified Green Bldg:
Parcel Tax ID#: 00RHG47240	
Additional Parcel Tax IDs:	
Showing Instructions: 24 hour notice listing agent to accompany all showings. Call Vivi 406-580-7516 see supplements	

LIVESTOCK

Animal	Quantity	Seasonal?
Horse	Fewer than 10	No

MISCELLANEOUS

Days On Market: 570	Realtor.com: Yes
CDOM: 570	Zillow/Trulia: Yes
Lockbox Type: None	IDX Include: Yes
Owner Name: Burns	IDX Include Address: Yes
Occupant: Owner	ListHub: Yes
Rent Amount:	VOW Comment: No
Rental Period:	Automated Valuation: No

FEATURES

Flooring: Hardwood Floors, Other	Basement: Extra Room, Partial - Finished
Appliances: Wine Fridge, Dishwasher, Disposal, Dryer, Freezer, Range, Refrigerator, Washer, Water Softener	Style: Custom, Traditional
Heating: Propane, Radiant (Ceiling/Floor), Wood	Interior: Automatic Garage Door, Vaulted Ceiling, Walk-In Closets, Wet Bar, Window Coverings, Wine Room, Wood Fireplace

Cooling:	Central Air	Site Improvements:	Barbed Wire Fencing, Garden, Landscaped Yard, Lawn, Underground Sprinklers Yard
Roof:	Shingle	1st Level:	2 Bedrooms, Master Bedroom, 1 Half Bath, 3 or More Full Baths, Den/Office, Dining Room, Extra Room, Family Room, Fireplace/Stove, Garage, Kitchen, Laundry Room, Living Room
Patio/Deck:	Covered Porch, Porch	2nd Level:	1 - 3/4 Bath, Family Room
Exterior:	Cement Siding, Hardboard, Prefinished Hardboard, Stone	3rd Level:	
View:	Meadow, Mountains, Rural, Trees, Valley, Wooded	Utility Services:	Cable, Fiber Optic, Private Well, Telephone
Road Access:	Gravel, Privately Maintained	Safety Features:	Fire Sprinkler System, Security System
Community:	Trail System	Outbuildings:	Corrals, Green House, Livestock Barn, Shop, Stable, Tack Room
HOA Includes:	Road Maintenance, Snow Removal		

AGENT INFORMATION

Agent Only Remarks

This 6,500 sq. ft. home is architect designed and custom built in 2009. The 25 acre very private parcel borders the Gallatin National Forest. Also a 3 stall barn on the ground floor, providing ample storage for hunting, horseback riding and hiking, as well as luxurious guest quarters above. Within 25 minutes of the vibrant town of Bozeman and close to the airport, this property offers superb recreational benefits and great privacy while being close to all of the attractions of Bozeman and Big Sky.

PUBLIC INFORMATION

Public Remarks

This 6,500 square foot charming home is inspired by English, Cape Dutch, and Southern architecture. Architect designed and custom built, finished in 2012 with the best materials and highest quality interior finishes: all geothermal heat plus air conditioning, Rumford Fireplaces, and white oak floors. Generous storage, double refrigerators, a dog wash, casement windows and many other features make this a home designed for living. The 25 acre very private parcel borders the Gallatin National Forest which continues all of the way to the south, ending at Yellowstone National Park. An attractive outbuilding includes a 3 stall barn on the ground floor, providing ample storage for hunting, horseback riding and hiking, as well as luxurious guest quarters above. Within 25 minutes of the vibrant town of Bozeman and close to the airport, this property offers superb recreational benefits and great privacy while being close to all of the attractions of Bozeman and Big Sky.

FINANCIALS

Tax Year:	2017	Terms Acceptable:	Cash
Apx Tax Amt:	\$15,571	Preferred Title Company:	First American Title
SID/RID:		Ownership:	Full
Possession:	To Be Arranged	Financial Comments:	

Prepared By: Vivian Bridaham Banta

Date Printed: 05/23/2019

 Photos

Single Family

950 Martinez Spring Road

LP: \$3,300,000

[310465](#) Active

Bozeman, MT 59718



Living Room with large Rumford fireplace and white oak floors stained finished with teak oil. Colfax and Fowler draperies

Living Room with old beams from a Maine barn, that have been hand finished with French wax and stained with walnut shells.

Dining Room which overlooks the terrace, with small Rumford fireplace



Front Hall accessing the Master Suite at one end, Guest Rooms and Living Room and Dining Room and Butler's Pantry and Powder Room.

Kitchen and Sitting area with Rumford fireplace and Pantry with vegetable bins, Freezer and washer and dryer. Lacanche black stove with one electric and one gas oven.

Kitchen with walnut counters and Cesar stone organic white counters. Large Farm Sink and extra accessory sink in island. Two dishwashers, Northland refrigerator and freezers. Custom Putnam Rolling Ladder to access upper storage in the kitchen.



Flower preparation area with tumbled brick floor leading to the 3 Upstairs quarters above the garage car garage and to the upstairs with 3/4 bathroom. Carpeting made from linoleum, woven in Sweden. 3/4 bathroom.



Charming Sitting Area in the Master Suite, with Rumford fireplace, t.v. that drops down from the ceiling, a small office, with closet for office storage. View of front porch

Master Bedroom, Colfax and Fowler window treatments, white oak floors, 10' ceilings throughout the house.

Master Bathroom with antique large bathtub and modern shower



Master Bathroom with limestone floors in all bathrooms, Colfax and Fowler wallpaper and window treatments. Antique earthenware bathtub. Great linen storage and a large rain shower with limestone floor. Large oval window in the shower.

Guest Bedroom with ensuite Bathroom



Summer entertaining on the back porch overlooking South Cottonwood Canyon with brick floor and Rumford fireplace and overhead heater for a cool night.

The lily pond overlooking the Gallatin Valley.

The Barn with 3 stalls and office, wood shop, tack room, storage room and 1/2 bath and laundry. 1500 square foot, 2 Bedrooms and 2 Bathrooms, Kitchen and Great Room. Apartment upstairs



3 Stall Barn with storage and apartment above.



Apartment above the Barn. Great Room and Kitchen.

One of the two Bedrooms with two Bathrooms in the Apartment above the Barn.

Feature Sheet:

Elegant English-Inspired Country House
950 Martinez Spring Road,
Bozeman, Montana 59718

This 6,500 square foot charming home is inspired by English, Cape Dutch, and Southern architecture. Architect designed and custom built in 2009 with the best materials and highest quality interior finishes: all geothermal heat plus air conditioning, Colfax and Fowler window treatments, Lacanche Range, Farrow & Ball paint, Rumford Fireplaces, and white oak floors. There is great attention to detail in every room. Generous storage, double refrigerators, a dog wash, casement windows and many other features make this a home designed for living. The 25 acre very private parcel borders the Gallatin National Forest which continues all of the way to the south, ending at Yellowstone National Park. An attractive outbuilding includes a 3 stall barn on the ground floor, providing ample storage for hunting, horseback riding and hiking, as well as luxurious guest quarters above. Within 25 minutes of the vibrant town of Bozeman and close to the airport, this property offers superb recreational benefits and great privacy while being close to all of the attractions of Bozeman and Big Sky.

Adjusted Price: \$2.95 million
Listed by: Vivian Bridaham Banta, Broker
Big Sky Sotheby's International Realty

The house was designed by Robert Gilbert AIA and built by Jeff St. Cyr who also built the Barn in 2003.

The exterior is maintenance free , HardiePlank siding. The roof is AAA DaVinci, composite slate shingles are carefully engineered to provide the authentic look and durability of natural slate roofs shingles that are fire resistant have a very long life. All of the trim was milled. All door knobs are Baldwin glass with polished nickel

Covered and rear porches with brick floors

Amazing Peonies and Boxwood hedges and a rose garden!

Front Hall: the chandelier does not convey, a family heirloom.

Kitchen and Sitting Area with Rumford fireplace with 18th century Portuguese tiles surrounding the fireplace.
Painted Maple floors and Swedish rug made of linoleum

Pantry: with vegetable bins, Northland freezer and washer and dryer in one unit.
Kitchen: Lacanche , French black stove heated by propane gas and 6 burners and a simmering plate or wok set up. One electric and one gas oven. Enormous custom hood
All counters are walnut or Cesar stone-organic white
Large farm sink and extra accessory sink in island. Kitchen has 2 dishwashers. Northland Refrigerator and Freezers . Custom Putnam Rolling Ladder to access upper storage in kitchen

Dining Room: overlooks the terrace, it has a small Rumford fireplace, all floors in the house are white oak stained with teak oil, and don't scratch. The Empire chandelier does not convey, a family heirloom.

Pantry: for linens and dishes and silver and glasses

Bar: extra dishwasher and 2 refrigerated drawers, amazing storage and a small sink.

Powder Room: Marble counter

Living Room: Beams and oak floors, large Rumford fireplace. Old beams are from Maine barn, have been hand finished with French wax and stained with walnut shells. They are made of 100 year old pine. The chandelier does convey. The needlepoint rug could be purchased from the owner.

Master Suite:

Small Sitting Room with a TV that drops down from the ceiling and a Rumford fireplace.

Small Office and a closet for office storage.

There is a view of the front porch, no screens are used for the windows, but they are stored in the basement, there are no bugs in the summer.

Master Bedroom: with a very large Man's walk in closet with an oval window.

The bedroom has white oak floors and lovely windows with Colfax and Fowler window treatments of draperies and matching shades that convey. Matching bed may be purchased from owner.

There are 10' ceilings throughout the house.

Master Bathroom: and large two room walk in closet. A separate room for the toilet and bidet, built in sinks and cabinets and vanity. The wall paper matches the bedroom. The bathroom has a limestone floor and it continues into the shower. The antique earthenware bathtub was bought in California. There is great linen storage and a large shower with a rain shower and a hand held shower. Large oval window in the shower.

Extra linen storage in the bath.

Laundry Room: limestone floor, cabinets and sink, LG Washer and Dryer. Limestone Counters.

Two Guest Rooms: identical, both with large walk in closets and oak floors. Lovely windows and big bathrooms. They share an old cast iron apron tub each have a shower and two sinks. All mirrors above the sinks convey. All window treatments convey.

All bathroom floor are limestone.

Lower Level: bookcases on the walls of the staircase and wood floors. Radon mitigation system installed. Extra flooring is stored and house paint, that conveys. 3 small Boilers heat the house and radiant floor system. There is a sprinkler system and a water treatment Hague, an iron curtain water treatment system, which takes out all of the iron in the water.

There is storage for the ATV and porch furniture.

There are two big closets for clothes and a big closet for Xmas decorations. The lower level is not included as liveable square footage.

Back porch, covered, with brick floor and thermostat for heater and a Rumford fireplace. Beautiful views of Cottonwood Canyon, the Bridger Mountains, and the meadows and the reflecting pool and gardens.

Utilities: geothermal heat, radiant heat in the floors, forced air conditioning system. Propane underground tank used for the cooking stove and the porch heater. All utility bills are approximately \$12,200 for all of 2017, including air conditioning. There is an air recirculation system that changes the air every hour.

There are two full size 36" Northland refrigerators and a freezer in the pantry

Well: 255' 16 gpm GWIC id. 200408

Septic for the main house #15454

Septic for the barn #12577

Weathershield Signature Series Windows:

ZO-E Shield , triple glazing and low E protection for art and fabrics, Aluminum clad no paint exterior, and wood interior. Energy Star rated, screens for the windows.

Dish Network for TV

House is sprinkled

Security System: Kenco

Garage: 3 car attached, stone exterior, with a dogwash and incredible amount of storage. Radiant heat in the floor and in the dog wash. Floor drain and sporting closet and a forced air furnace for the upstairs space. Freezer conveys.

Upstairs: workout room, family room and bunkroom. Floor treatment made of linoleum woven in Sweden, 3/4 bathroom with shower.

Canadian glass greenhouse and horse paddock with waterers.
Unheated trash room.

The Back Porch overlooks South Cottonwood Canyon and has a brick floor and a charming stone Rumford fireplace.

The Barn and Guest Apartment: built by Jeff St. Cyr in 2003, approximately 4528 square feet with 1512 square feet of living area on the second floor- Guest Apartment. There are wildflowers planted around the barn and on the path leading to the barn. Raised beds fenced with lettuce, asparagus, green beans and rhubarb and strawberries. The Chicken Coop is fenced

The back gate is near the barn and leads to trails through the Gallatin National Forest for horseback riding, running, hiking and hunting and skiing. The property borders the National Forest. The old growth forest at the end of South Cottonwood Canyon is Federally owned.

There is a full woodworking shop in the barn- the tools do not convey

Truck and tractor garage with a floor drain.
Beautiful office with wood wainscoting and flooring.

3 nice stalls all with waterers and blanket racks on the doors.
Large storage room, the shelves convey.
Tack Room and Living Room and Kitchen
Horse Shower in the ceiling.

Horse Arena outside of barn.

Guest Quarters: on the Main floor there is a Laundry Room and 1/2 bath.
The Hall has a stone floor.

Second Floor: wood fir paneling and floors will be refinished in the Fall.
The Great Room with a large stone fireplace and deck has a bar bq which conveys. Built in Sideboard. The Kitchen has a gas range and a pantry. There is a closet with stereo controls and a wine rack. The sconces are made out of antlers.
1 guest 3/4 bathroom and a linen closet and nice bedroom with built in desk.

2nd guest bedroom with full bathroom and two sinks. William Morris wallpaper in the bathroom. T.V. conveys and there is a large walk in closet.

There is a buried propane tank off of the barn for the heating and cooking at the barn.

Metal Roof and wood sided with radiant heat in the floors.

Home Owners Association: contact person Mike Torok. they maintain Martinez Spring Road and plow it in the winter. The driveway to the house is the owner's responsibility.

The annual dues are \$375/ year.

Directions from Bozeman: about 20 minutes southwest of town.

Take South 19th south to Cottonwood Road, head south turn south at South Cottonwood Canyon, .6 mile turn right where all of the mailboxes are, this is Martinez Spring Road.

Stay left and go to the end of Martinez Spring Road, take left driveway and stay left to 950 Martinez Spring Road. Very private.

MLS 310465

Offered at \$2.95 million

Listed by: Vivian Bridaham Banta, Broker

Big Sky Sotheby's International Realty, Bozeman, Montana

cell:406-580-7516

web: www.bridahamcollection.com

email: vivian@bridahamcollection.com

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Ken LeClair, Bozeman, Montana, the owner of a tract of land has filed in the office of the Clerk and Recorder of Gallatin County, Montana,

WHEREAS, Ken LeClair, hereinafter called "Declarant", or "Grantor", intends to sell, dispose of, divide into tracts, and convey the real property described in Exhibit "A" attached.

WHEREAS, Declarant desires to subject all of said real property and tracts thereof to Protective and Restrictive Covenants, conditions, restrictions and reservations herein set forth, and referred to as "Covenants";

NOW, THEREFORE, Declarant and the purchasers of tracts, do hereby establish, dedicate, declare, publish and impose upon the premises, the following protective and restrictive covenants which shall run with with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the premises, and such covenants shall apply to the entire premises, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and said covenants shall adhere to and pass with each and every parcel, tract, lot, or division. Said Covenants are as follows:

ARTICLE I. MINIMUM BUILDING AND USE RESTRICTIONS

Section 1. Grantor intends to divide the property herein affected prior to sale by grantor to third parties, and warrants that no tract so divided shall be less than twenty (20) acres in size. After grantor has sold any tract, none of these tracts so sold may be further divided by the grantee or their assigns. This provision shall not prohibit a division for mortgage survey purposes, provided the laws, rules and regulations of the state of Montana and its political subdivisions pertaining to mortgage surveys are complied with. In the event of a court action for foreclosure or otherwise which results in a Court order which shall effectively cause further division of any tract, the resulting tracts shall not be in violation of these covenants. Any further division of a tract shall comply with the laws, rules, resolutions and ordinances of the State of Montana, County of Gallatin, and local governing authorities.

Section 2. Use Permitted. The permitted uses of the tracts shall be primarily for residential purposes. Accessory buildings, which are incidental and secondary to the residential use of the property, shall be allowed. Guest house(s) may be placed upon a lot or tract provided that the main dwelling home is built first and is the primary residence of the owner. That portion of the

lot or tract not used for residential purpose may be used for agricultural and maintenance of horses and livestock for personal use.

Section 3. Size of Dwelling and Set Back. No Dwelling shall have less than 1,200 square feet of ground floor area or less than 1600 square feet on two above ground levels with at least 1000 square feet on ground level, exclusive of garage, porches, unfinished basements, decks or other additions; no dwelling shall be constructed of a height greater than two and one-half (2 1/2) stories; no old houses or buildings shall be moved upon any tract. No buildings shall be located upon any tract nearer than 100 feet from the outside boundaries or 100 feet from the center of Kundert Lane or Martinez Spring Road. Building should be, if possible, located on the tract so that they not visible from the road or nearby homes that are associated with this covenant. The size, color, use, shape and location of each improvement shall conform with and be in harmony with the existing improvements on the tract and also in harmony with the improvements in the surrounding neighborhood and in conformance with state and county requirements. Materials and colors of building exteriors to conform with natural surrounding.

Section 4. Home occupation. Home occupations and hobbies may be conducted in a portion of the dwelling, or in accessory buildings, such as offices, studios, or work rooms by one (1) or more persons residing in the dwelling unit. The activity must be clearly incidental, and secondary to the use of the dwelling for residential purposes, and shall not change the character or appearance of the residence or the neighborhood, and shall be limited in location to a dwelling, attached appurtenances, or accessory buildings. Accessory buildings shall conform to the architectural style and colors of the residence on the lot upon which it is placed.

Section 5. Storage of Materials. The storage of supplies or equipment, boxes, materials, machinery, or machinery parts, unlicensed automobiles, and the like which are to be stored on a tract, shall be placed and stored in buildings for that purpose. These buildings are to be of the same character as the main residence.

Section 6. Garbage, Junk and Refuse Disposal. No junk, garbage, trash, slash, debris, or other waste, including animal waste or manure, shall be allowed to accumulate on any tract, and temporary accumulation shall be kept in sanitary containers, and shall be disposed of regularly.

Section 7. Sewage Systems. No permanent individual sewage or disposal systems shall be permitted on the tract unless said system is located and constructed and equipped in accordance with the standards and regulations of the Montana State Board of Health, and the Gallatin County Board of Health and other public regulating authorities in effect on the date said system is constructed. In no event shall any system, whether temporary or

permanent, be located, constructed, or equipped in such manner so as to pollute the water of any stream, pond, well, spring, or other source of water.

Section 8. Utilities. Each owner of a tract must assume the burden and expense of supplying electricity, telephone, water and sewer facilities or other utilities for his use. The tract owner shall pay the cost of hooking up his improvement from the main line (electricity and telephone) located on Kundert Lane or Martinez Spring Road. If underground utilities are made available to the tract line, the owners shall be required to place utilities underground throughout their tracts.

Section 9. Enclosure. Adequate fences shall be constructed by each owner to contain whatever type of animals owner allows on his tract, such fences to be of type and appearance so as not to detract from the general appearance of the lands. The fence must be set back 100 feet from Kundert Lane and Martinez Spring Road. In the event a tract owner encloses his property and there is an existing boundary fence built by an adjoining property owner, the such adjoining tract owner may connect his fence to the existing fence. The property owner's association shall share the cost of maintenance of fences on the exterior boundaries of the subdivision with adjoining property owners as required by Montana law and shall assess each tract owner his proportionate share thereof.

Section 10. Pets and Livestock. With the exceptions herein noted, pets and livestock shall be allowed so long as they are strictly controlled by their owners so as to prevent them from creating a nuisance to their neighbors and interfering with any livestock or fowl or wild life upon the neighboring tracts of property. No animals shall be allowed to roam at large except livestock as allowed by the homeowners association, and at all times shall be kept under the control of or on their owners' property. No pigs or goats shall be allowed or the containment of any game animal.

Section 11. Husbandry Lands must be kept free from noxious weeds, as defined by the Gallatin County Weed Board. Grass and hay shall be cut on an annual basis to prevent fire hazard. Any area disturbed by construction shall be reseeded to natural vegetation. No owner shall allow more livestock upon his land than the vegetation can support in accordance with good farming practices prevalent in Gallatin County, and no owner shall allow his land to become overgrazed or allow manure or animal waste to cause an unsightly or smelly condition.

Section 12. Easements. An easement for utilities on and across the tracts is reserved unto the Grantor, its, successors and assigns, across each tract for the purpose of installation and maintenance of utilities.

Section 13. Conflict with Zoning or Use Ordinance. In the event these covenants are in conflict with any zoning or use

laws, regulations, or ordinances made applicable to the land by any public or governmental body or law, rule, ordinance, or regulation, these covenants shall control to the extent legally permissible by such law, rule, ordinance or regulation.

Section 14. No Mobile Homes or Trailers. No mobile home or trailers or the like shall be allowed, except that recreational campers and trailers shall be allowed if the permanent residence is completed, but not for the purpose of residing therein nor for office use. Campers or trailer or the like can not be left on property more than 7 days without being enclosed in a shelter.

Section 15. Roads. Each tract or lot shall be limited to one access for ingress and egress from the private road of Kundert Lane or Martinez Spring Road. All accesses for ingress and egress from the private road shall be designed and constructed so as to provide safe travel by the users thereof and those using the private roadways. If drainage structures adjacent to or under said accesses are required they shall conform to standard roadway construction practices.

Kundert Lane and Martinez Spring Road shall be private roadways, initially constructed by the Declarant and shall thereafter be transferred to the homeowners association hereinafter created which association, and the membership thereof, shall maintain, protect and preserve said roadways, including the removal of snow therefrom.

Section 16. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as a whole.

Section 17. No Firearms, Hunting, Trapping or Harassment of Animals. No hunting, trapping or harassment of game animals shall be allowed, no firearm shooting shall be allowed. However, safe pest and predator control shall be permissible only upon one's property.

Section 18. Off-Road Vehicles/Snowmobiles and Motorbikes. The use of any motorized off-road or all-terrain vehicle, including snowmobiles and motorbikes shall be permitted only on established private roads. Use of said vehicles restricted to ingress and egress only; use of off-road vehicles otherwise prohibited on personal property.

Section 19. National Forest Access. All tract owners and their immediate family have access to the National Forest via Martinez Spring Road. National Forest access permission to others shall be accompanied by a letter from the tract owner. Tract owners bordering National Forest will restrict access in same way as other tract

Section 20. Timber Cutting. Except as provided herein for

thinning purposes, no live trees shall be cut except as shall be necessary for the construction and maintenance of structures and access road or as shall be necessary to remove diseased or dead trees. Selective cutting of trees shall be allowed for the purpose of thinning a stand of trees for improvement of growth and aesthetics, provided the architectural committee must first consent in writing to the thinning and provided good forestry practices are followed.

ARTICLE II. MARTINEZ SPRINGS HOMEOWNERS ASSOCIATION

Section 1. Every owner of a tract shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separate from the ownership of any tract subject to assessment. Each Tract owner shall be responsible for advising the Association of his acquisition of ownership and his current address. The address of the Association initially shall be 2421 Highland Blvd., Bozeman, Montana. Each owner shall be bound by the By Laws and duly passed Resolutions of the Association.

Section 2. Voting membership shall be computed in relation to the number of acres owned for each particular tract. For example, if one owner has a 40 acre tract, he shall have forty of the total 387 votes. If two or more people have ownership of a 40 acre tract, they collectively shall have a total of 40 of the total 387 votes.

Section 3. The homeowners association shall levy an assessment on each tract and the owner thereof for the purposes of the improvement, repair, and maintenance of roads, snow removal, maintenance of the exterior boundary fences of the Subdivision, if, any, and for such other purposes as may be approved by two-thirds (2/3) of the votes of a quorum of tract owners present at a homeowners meeting duly noticed as proposed assessment. Assessment for road maintenance, including snow removal, is restricted to Kundert Lane and Martinez Spring Road. Assessment for snow removal will not start until a residence is established on one of the tracts and then only from Cottonwood Canyon Road to the most distant residence.

The Declarant for each tract owned within the property here described hereby covenant, and each owner of any tract thereof by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the property owners association, such assessment as shall be levied by the association on an annual basis. The annual assessment shall be a charge upon the land and shall be levied by the association of an annual basis. The assessment interest therein shall be a continuing lien upon property and tract upon which the assessment is made. Each assessment shall also be the personal obligation of the person who is the owner of the property at the time the assessment fell due, and in the event of any action to enforce the collection of any assessment or lien, the property owners association shall be entitled to its costs and interest from the date due and reasonable attorney's fees.

Members of the association shall, on August 1 of each year elect not less than two (2) or more than five (5) directors who shall have the power and responsibility of setting the amount of the assessments on each lot for each year. Such directors shall be elected by majority of the votes represented at a quorum of any meeting of the association, and may be removed from time to time at any regularly called meeting of the association.

The total assessment shall be divided based on tract acreage as a fraction of the total acres of three hundred and eighty seven (387) for the initial tract. Example, for an tract owner of 40 acres his fractional proportion of the total assessment would be $40/387$.

Section 4. Notice and Quorum for Meeting and Actions. Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be mailed to all members not less than 15 days nor more than 30 days in advance of the meeting. At such meeting called, the presence of members or of written proxies entitled to cast 60% of all the votes of members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The notices called for herein shall state the purpose of the meeting.

Section 5. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to all tracts on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of the due date of each annual assessment. Written notice of the annual assessment and the due date shall be sent to every owner or member subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a Director of the Association setting forth whether the assessment of a specified tract have been paid.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien against the property. Upon delivery of the Notice of Assessment to the owner, the assessment shall be a lien upon the owner's tract until paid. The Association may record a notice of the lien with the Clerk and Recorder of Gallatin County, Montana, and in the event of non-payment within thirty (30) days after recording the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real

property.

Section 7. Sale of Transfer of a Tract. Sale or transfer of any tract shall not affect the assessment lien or the personal liability of the owner except to the extent extinguished by Montana law pertaining to liens, mortgages and trust indentures. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof, provided that if the assessment lien has not been recorded with the Clerk and Recorder of Gallatin County, a good faith purchaser without notice of the lien shall take the property free of the lien.

ARTICLE III ARCHITECTURAL COMMITTEE

Section 1. The Architectural Committee shall consist of two or three persons who shall be appointed by a majority of the Board of Directors of the Homeowners Association. After such an appointment the Committee shall have authority to act hereunder until they are removed or their successors are appointed.

Section 2. Submission of Plans before Construction. Prior to the construction or placement of any residence or accessory buildings or other improvements on a lot, a plan of the design, size, color, location, and use shall be first submitted to the Architectural Committee, who shall determine by a majority whether the plans conform with the spirit of these covenants. A majority of the Architectural Committee shall within thirty days, either deny or approve the plan in writing addressed and delivered to the tract owner. The plan shall consist of a drawing to scale of the improvement and location with sufficient detail for the Architectural Committee to determine its size, color, use and location, and conformance with these covenants. Any two of the Committee may act to deny or approve the plan.

Section 3. Approval or Failure to Disapprove. In the event the Architectural Committee fails to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully complied with, provided the requirements and stipulations set forth in these covenants are complied with. Any plans specifications and proposals so approved, either expressly in writing or by the expiration of the 30 day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, provided that the structure and plan must conform to the minimum building and use restrictions, but any deviation from said plan which is the judgment of the Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Once approval is given to a set of plans, the improvement must be commenced within one year and if not, the plans shall be resubmitted to the Architectural Committee. Once construction is commenced an improvement shall be completed within one year.

Section 4. Neither the Association, or the Architectural Committee directors, nor the individual members thereof, may be held liable to any person for any damages for any action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from assessments, correction, amendment, changes, or rejection of plans, the issuance of building approvals, or any delays, associated with such action on the part of the committee.

ARTICLE IV. TERM, ENFORCEMENT, APPLICABILITY AND CHANGE OF COVENANTS

Section 1. These restrictive covenants shall remain in full force and effect until December 31, 2018. After that date the said covenants shall automatically be extended for additional five (5) year periods until terminated or modified as hereinafter set forth.

Section 2. Enforcement of these covenants shall be by proceedings either at law or in equity against any person violating or attempting to violate any covenants; and the legal proceedings may be either to restrain violation of the covenants or to recover damages or both. In the event of any action to enforce these covenants, the prevailing party shall be entitled to costs and a reasonable attorney's fee to be set by the Court. Any tract owner, Declarant or the Association may enforce these covenants.

Section 3. The failure by the Declarant hereto or of any subsequent tract owner to enforce any covenants or restriction contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenants.

Section 4. Invalidation of any one of these covenants by judgment of Court order shall in no wise affect any of the other covenants or provisions, all of which shall remain in full force and effect.

Section 5. In any conveyance of the above-described real property or of any tract thereof, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to the restrictions and covenants herein contained without setting forth such restrictions and covenants verbatim or in substance in said deed. All of the above described property and tracts shall be subject to the restrictions and covenants set forth whether or not there is a reference to the same in a deed or conveyance.

Section 6. A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien on any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvement

AMENDED DECLARATION OF PROTECTIVE COVENANTS

THIS AMENDED DECLARATION OF COVENANTS is made this 5th day of October, 1993, by the undersigned property owners of lots situated in the real property described below:

W I T N E S S E T H :

WHEREAS, the undersigned property owners are the owners of at least two-thirds of the lots of the following described property situated in Gallatin County, Montana:

Tract 2 of Certificate of Survey No. 1119, being a tract of land located in the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 21, and the NE $\frac{1}{4}$, NW $\frac{1}{4}$, and SW $\frac{1}{4}$ of Section 28, Township 3 South, Range 5 East, M.P.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Gallatin County, Montana.

WHEREAS, the above tract is subject to Protective Covenants recorded on the 14th day of November, 1988, in Film 103 of Miscellaneous, page 3506, records of Gallatin County, Montana; and

WHEREAS, the undersigned property owners desire to amend the provisions of the Protective Covenants previously filed as set forth above, and to subject all of said real property, and the lots and subdivisions thereof, to the amended protective and restrictive covenants, conditions, restrictions, and reservations herein set forth and referred to as "Amended Covenants";

NOW, THEREFORE, the undersigned owners hereby establish, dedicate, declare, publish and impose upon the property the following Second Amended Protective and Restrictive Covenants, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns. Such Covenants shall apply to the entire property, and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot or division.

These Amended Covenants shall supplement and be added to the following section of the Declaration of Covenants previously filed as follows:

Article I, Section 9: Enclosure.

Adequate fences shall be constructed by each owner to contain whatever type of animals owner allows on his tract, such fences to be of type and appearance so as not to detract from the general appearance of the lands. The fence must be set back 100 feet from Kundert Lane and Martinez Spring Road. In the event a tract owner encloses his property and there is an existing boundary fence built by an adjoining property owner, the such adjoining tract owner may connect his fence to the existing fence. The property owner's association shall share the cost of maintenance of fences on the exterior boundaries of the subdivision with adjoining property owners as required by Montana law and shall assess each tract owner his proportionate share thereof.

Livestock shall be restricted to open pasture areas, with reasonable access to trees for shade and shelter. The intent of this restriction is to limit the wooded areas used by livestock so that the majority of the wooded areas remain in their natural state. To accomplish this purpose, all fencing shall be designed to have minimal impact on wildlife, and all fences shall be approved by the architectural committee prior to construction.

These Amended Covenants shall be effective upon filing and recording in the office of the Gallatin County Clerk and Recorder. The changes in these Amended Covenants shall not affect existing structures and uses of the lots. EXCEPT as herein specifically set forth, the Protective Covenants heretofore placed on the property shall remain in full force and effect, and this Amendment shall be incorporated therein as though fully set forth.

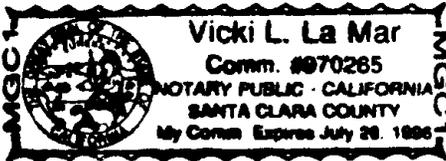
IN WITNESS WHEREOF, the undersigned property owners have executed these Amended Covenants on this 26 day of September, 1994.

[Signature] [Signature]
Owners of Lots TRACT 9A

STATE OF California)
: ss.
County of Santa Clara

On this 26th day of September, 1994, before me, a Notary Public in and for said State, personally appeared Deborah E. Barber, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.

[Signature]



Notary Public for the State of California
Residing at: San Jose, CA
My commission expires: July 26, 1996

Owners of Lots _____

STATE OF _____)
: ss.
County of _____)

On this _____ day of _____, 19____, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.

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

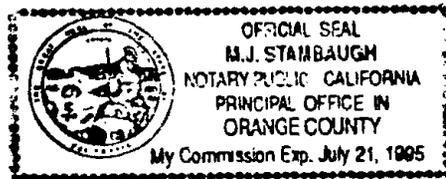
These Amended Covenants shall be effective upon filing and recording in the office of the Gallatin County Clerk and Recorder. The changes in these Amended Covenants shall not affect existing structures and uses of the lots. EXCEPT as herein specifically set forth, the Protective Covenants heretofore placed on the property shall remain in full force and effect, and this Amendment shall be incorporated therein as though fully set forth.

IN WITNESS WHEREOF, the undersigned property owners have executed these Amended Covenants on this 4 day of February, 1994.

Priscilla E. Gale

Owners of Lots 3

STATE OF California
Montana)
County of Gallatin: ss.



On this 4 day of February, 1994, before me, a Notary Public in and for said State, personally appeared Priscilla E. Gale, *known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.

* PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE.

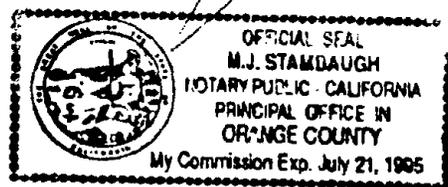
an

M.J. Stambaugh
Notary Public for the State of California
Residing at: Lake Forest California
My commission expires: 7-21-95

Richard N. Gale

Owners of Lots 3

STATE OF California
Montana)
County of Gallatin: ss.



On this 4 day of February, 1994, before me, a Notary Public in and for said State, personally appeared Richard N. Gale, *known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.

* PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE.

M.J. Stambaugh
Notary Public for the State of California
Residing at: Lake Forest California
My commission expires: 7-21-95

These Amended Covenants shall be effective upon filing and recording in the office of the Gallatin County Clerk and Recorder. The changes in these Amended Covenants shall not affect existing structures and uses of the lots. EXCEPT as herein specifically set forth, the Protective Covenants heretofore placed on the property shall remain in full force and effect, and this Amendment shall be incorporated therein as though fully set forth.

IN WITNESS WHEREOF, the undersigned property owners have executed these Amended Covenants on this 4TH day of FEBRUARY, 1994.

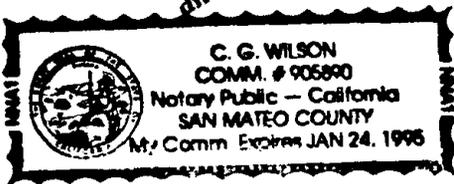
Owners of Lots 10

William H. Haff
William H. Haff

STATE OF CALIFORNIA)
County of SAN MATEO) : ss.

On this 4th day of FEBRUARY, 1994, before me, a Notary Public in and for said State, personally appeared WILLIAM H. HAFF, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.

C. G. Wilson
Notary Public for the State of CALIFORNIA
Residing at: 203 E. 4th AVE SAN MATEO
My commission expires: 1-24-1995



Holly Brown

Owners of Lots 1

STATE OF Montana)
County of Gallatin) : ss.

On this 3rd day of October, 1994, before me, a Notary Public in and for said State, personally appeared Holly Brown, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.



Ruth A. Silvertson
Notary Public for the State of Montana
Residing at: Belgrade, Montana
My commission expires: 9/5/96

These Amended Covenants shall be effective upon filing and recording in the office of the Gallatin County Clerk and Recorder. The changes in these Amended Covenants shall not affect existing structures and uses of the lots. EXCEPT as herein specifically set forth, the Protective Covenants heretofore placed on the property shall remain in full force and effect, and this Amendment shall be incorporated therein as though fully set forth.

IN WITNESS WHEREOF, the undersigned property owners have executed these Amended Covenants on this 29 day of December, 1993.

David B. Milne
Owners of Lots 2

Virginia A. Milne

STATE OF NORTH DAKOTA)
: ss.
County of CANDLER)

On this 29 day of December, 1993, before me, a Notary Public in and for said State, personally appeared David B. Milne, Virginia A. Milne, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.



Susan K. Kurake
Notary Public for the State of NORTH DAKOTA
Residing at: Rt 1 Box 92A Sprague, ND 58227
My commission expires: 1-21-97

David Berghold
Owners of Lots 9B

STATE OF MONTANA)
: ss.
County of GALLATIN)

On this 3rd day of October, 1994, before me, a Notary Public in and for said State, personally appeared DAVID BERGHOLD, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.



Kelly Brown
Notary Public for the State of MT
Residing at: Bozeman, MT
My commission expires: 6/29/94

These Amended Covenants shall be effective upon filing and recording in the office of the Gallatin County Clerk and Recorder. The changes in these Amended Covenants shall not affect existing structures and uses of the lots. EXCEPT as herein specifically set forth, the Protective Covenants heretofore placed on the property shall remain in full force and effect, and this Amendment shall be incorporated therein as though fully set forth.

IN WITNESS WHEREOF, the undersigned property owners have executed these Amended Covenants on this 27 day of December, 1993.

Mary Ann West
Owners of Lots 8

[Signature]

KAYRN L. DAVIS
Notary Public, State of New York
No. 01DA5015102
Qualified in Kings County 5-95
Commission Expires 5-95

STATE OF New York)
: ss.
County of Kings)

On this 27 day of December, 1993, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.

Kayrn L. Davis
Notary Public for the State of New York
Residing at: Bllyn, NY
My commission expires: 5-95

Mary Ann West
Owners of Lots _____

[Signature]

STATE OF _____)
: ss.
County of _____)

On this _____ day of _____, 19____, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.

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

These Amended Covenants shall be effective upon filing and recording in the office of the Gallatin County Clerk and Recorder. The changes in these Amended Covenants shall not affect existing structures and uses of the lots. EXCEPT as herein specifically set forth, the Protective Covenants heretofore placed on the property shall remain in full force and effect, and this Amendment shall be incorporated therein as though fully set forth.

IN WITNESS WHEREOF, the undersigned property owners have executed these Amended Covenants on this 5th day of January, 1994.

Samuel G. Holle Rachel Holle
Owners of Lots 7A

STATE OF Nebraska)
: ss.
County of Lancaster)

On this 5th day of January, 1994, before me, a Notary Public in and for said State, personally appeared Larry A. Holle Rachel Holle, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.

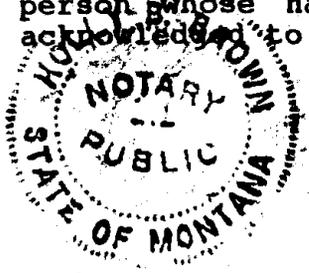


Terry R. Wittler
Notary Public for the State of _____
Residing at: _____
My commission expires: _____

Melanie Paykos Mark Vargo
Owners of Lots 4A

STATE OF MONTANA)
: ss.
County of GALLATIN)

On this 3rd day of October, 1994, before me, a Notary Public in and for said State, personally appeared MELANIE PAYKOS and MARK VARGO, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.



Melanie Brown
Notary Public for the State of MT
Residing at: Bozeman, MT
My commission expires: 6/29/94

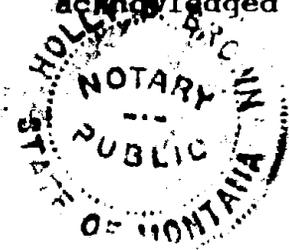
AMENDED DECLARATION OF PROTECTIVE COVENANTS

Robert Johnson

Owners of Lots 5, 6A, 6B, 11, 12, 13, 14.

STATE OF MONTANA)
: ss.
County of GALLATIN)

On this 3rd day of OCTOBER, 1994, before me, a Notary Public in and for said State, personally appeared ROBERT JOHNSON and YEN LECLAIR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.



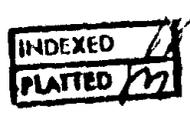
Wally Brown
Notary Public for the State of MONTANA
Residing at: Bozeman MT
My commission expires: 6/29/94

Owners of Lots _____

STATE OF _____)
: ss.
County of _____)

On this _____ day of _____, 19____, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me the execution of the same.

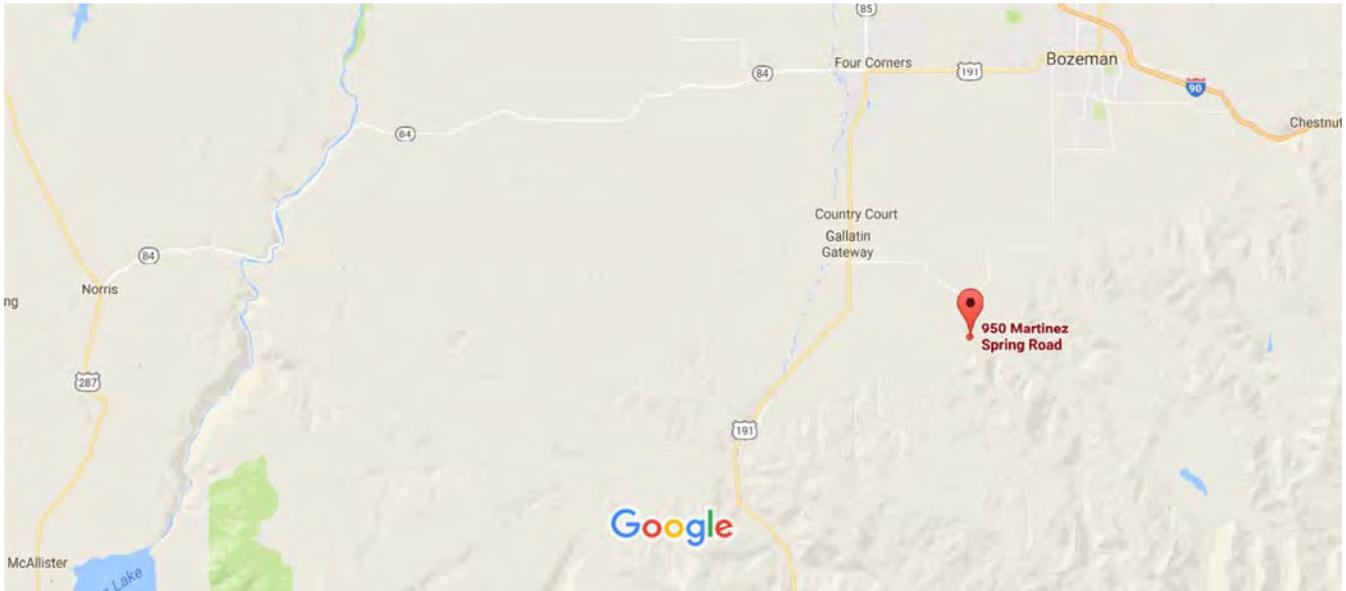
Notary Public for the State of _____
Residing at: _____
My commission expires: _____



298271

State of Mont., County of Gallatin. ss Filed for record December 15, 1994
at 12:45 P M., and recorded in Book 150 of MISCELLANEOUS page 86
Shirley M. Cheney Recorder. By Wally Brown Deputy
Rt: Bob Johnson
8005 Snowberry Way
Bozeman, MT 59715
Fee: \$48.00 pd

Google Maps 950 Martinez Spring Rd



Map data ©2017 Google 2 mi



950 Martinez Spring Rd
Bozeman, MT 59718

Saved in your lists

Favorites



Imagery ©2017 Google, Map data ©2017 Google 100 ft 

CERTIFICATE OF SURVEY NO. 1412 G

7 TRACTS OF LAND BEING THE REMAINING PORTIONS OF TRACT 2A OF CERTIFICATE OF SURVEY NO. 1412, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 21, AND THE NORTHEAST 1/4, NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF SECTION 28, T3S, R5E, PRINCIPAL MERIDIAN MONTANA, GALLATIN COUNTY, MONTANA.

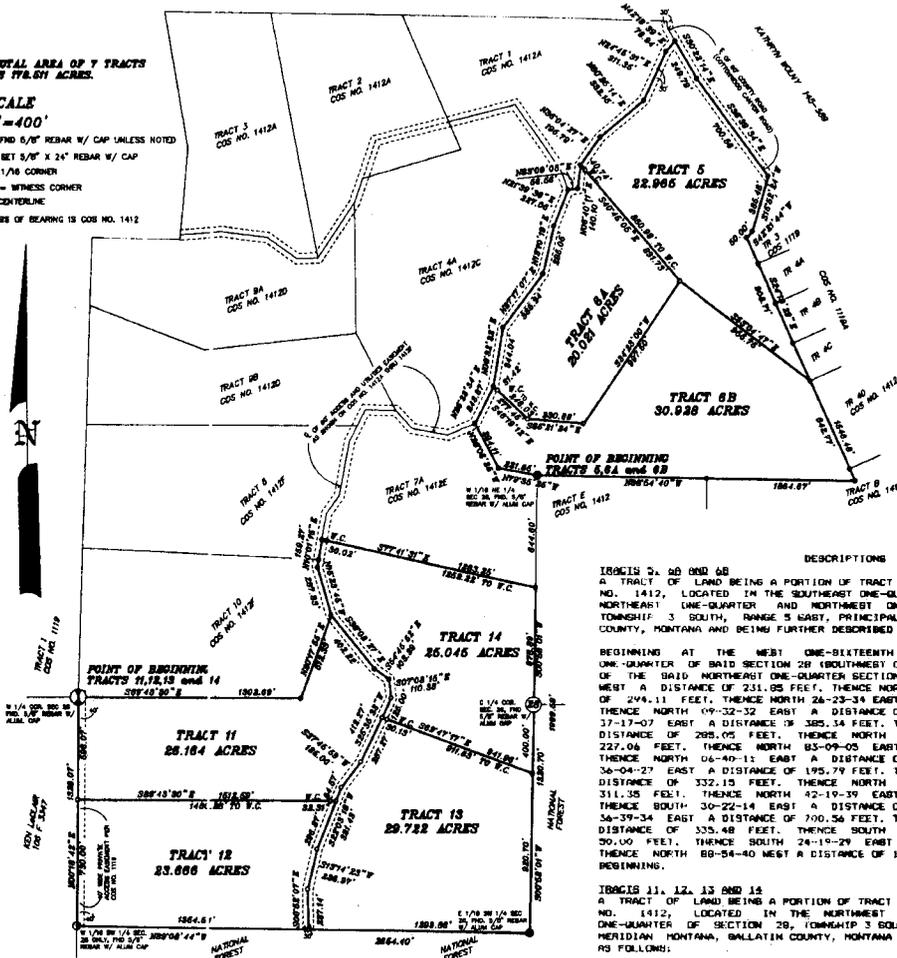
FOR: Van LeClair et al. to create 7 tracts of land over 20 acres in size.

TOTAL AREA OF 7 TRACTS IS 178.511 ACRES.

SCALE
1"=400'

- FINO 5/8" REBAR W/ CAP UNLESS NOTED
- SET 5/8" X 24" REBAR W/ CAP
- ⊙ 1/8" CORNER
- W.C. = WITNESS CORNER
- CENTERLINE

BASE OF BEARING IS COS NO. 1412



DESCRIPTIONS

TRACTS 5, 6 AND 7
A TRACT OF LAND BEING A PORTION OF TRACT 2A OF CERTIFICATE OF SURVEY NO. 1412, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 21 AND THE NORTHEAST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN MONTANA, GALLATIN COUNTY, MONTANA AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-SIXTEENTH CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21 (SOUTHWEST CORNER OF THE NORTH ONE-HALF OF THE SAID NORTHEAST ONE-QUARTER SECTION 21.) THENCE NORTH 79-35-23 WEST A DISTANCE OF 231.85 FEET, THENCE NORTH 28-04-33 WEST A DISTANCE OF 294.11 FEET, THENCE NORTH 28-23-31 EAST A DISTANCE OF 285.67 FEET, THENCE NORTH 19-32-32 EAST A DISTANCE OF 344.04 FEET, THENCE NORTH 37-17-07 EAST A DISTANCE OF 385.34 FEET, THENCE NORTH 13-10-19 EAST A DISTANCE OF 299.05 FEET, THENCE NORTH 21-39-22 EAST A DISTANCE OF 227.04 FEET, THENCE NORTH 83-09-05 EAST A DISTANCE OF 54.84 FEET, THENCE NORTH 04-40-11 EAST A DISTANCE OF 140.10 FEET, THENCE NORTH 36-04-27 EAST A DISTANCE OF 195.79 FEET, THENCE NORTH 30-25-14 EAST A DISTANCE OF 332.15 FEET, THENCE NORTH 24-48-31 EAST A DISTANCE OF 311.35 FEET, THENCE NORTH 42-19-35 EAST A DISTANCE OF 78.94 FEET, THENCE SOUTH 30-22-14 EAST A DISTANCE OF 249.79 FEET, THENCE SOUTH 36-39-34 EAST A DISTANCE OF 700.56 FEET, THENCE SOUTH 15-02-24 WEST A DISTANCE OF 335.48 FEET, THENCE SOUTH 42-21-44 WEST A DISTANCE OF 30.10 FEET, THENCE SOUTH 24-10-29 EAST A DISTANCE OF 1544.48 FEET, THENCE NORTH 89-54-40 WEST A DISTANCE OF 1844.67 FEET TO THE POINT OF BEGINNING.

TRACTS 11, 12, 13 AND 14
A TRACT OF LAND BEING A PORTION OF TRACT 2A OF CERTIFICATE OF SURVEY NO. 1412, LOCATED IN THE NORTHWEST ONE-QUARTER AND SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN MONTANA, GALLATIN COUNTY, MONTANA AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 28 (NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER.) THENCE SOUTH 89-43-30 EAST A DISTANCE OF 1302.49 FEET, THENCE NORTH 20-17-35 EAST A DISTANCE OF 512.35 FEET, THENCE NORTH 16-23-49 WEST A DISTANCE OF 287.83 FEET, THENCE NORTH 10-01-15 EAST A DISTANCE OF 159.27 FEET, THENCE SOUTH 77-41-21 EAST A DISTANCE OF 1283.25 FEET, THENCE SOUTH 00-58-01 WEST A DISTANCE OF 1999.39 FEET, THENCE NORTH 89-08-44 WEST A DISTANCE OF 2654.40 FEET, THENCE NORTH 00-18-42 EAST A DISTANCE OF 1326.07 FEET TO THE POINT OF BEGINNING.

SAID TRACTS OF LAND BEING A TOTAL OF 178.511 ACRES ALONG WITH AND SUBJECT TO ANY EXISTING EASEMENTS.

ALL ACCORDING TO CERTIFICATE OF SURVEY NO. 1412 GALLATIN COUNTY CLERK AND RECORDER RECORDS.

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED, RONALD W. ALLEN, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT BETWEEN April 30, 1991 AND April 30, 1991, I SURVEYED THIS CERTIFICATE OF SURVEY, AND PLATTED SAME AS SHOWN ON THE ACCOMPANYING PLAN AND AS DESCRIBED IN ACCORDANCE WITH THE PROVISIONS OF THE TENTH SUBDIVISION AND PLATTING ACT, SECTIONS 76-3-101 THROUGH 76-3-614, M.C.A., AND THE GALLATIN COUNTY SUBDIVISION REGULATIONS.

DATED THIS 3rd DAY OF April, A.D., 1991.

Ronald W. Allen
MONTANA REGISTRATION 849558

CERTIFICATE OF COUNTY TREASURER
I, STAN HUGHES, TREASURER OF GALLATIN COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN DULY EXAMINED AND THAT NO REAL PROPERTY TAXES ARE DUE AND LEVIED ON THE LAND TO BE SUBDIVIDED ARE DELINQUENT.

DATED THIS 3 DAY OF April, A.D., 1991.

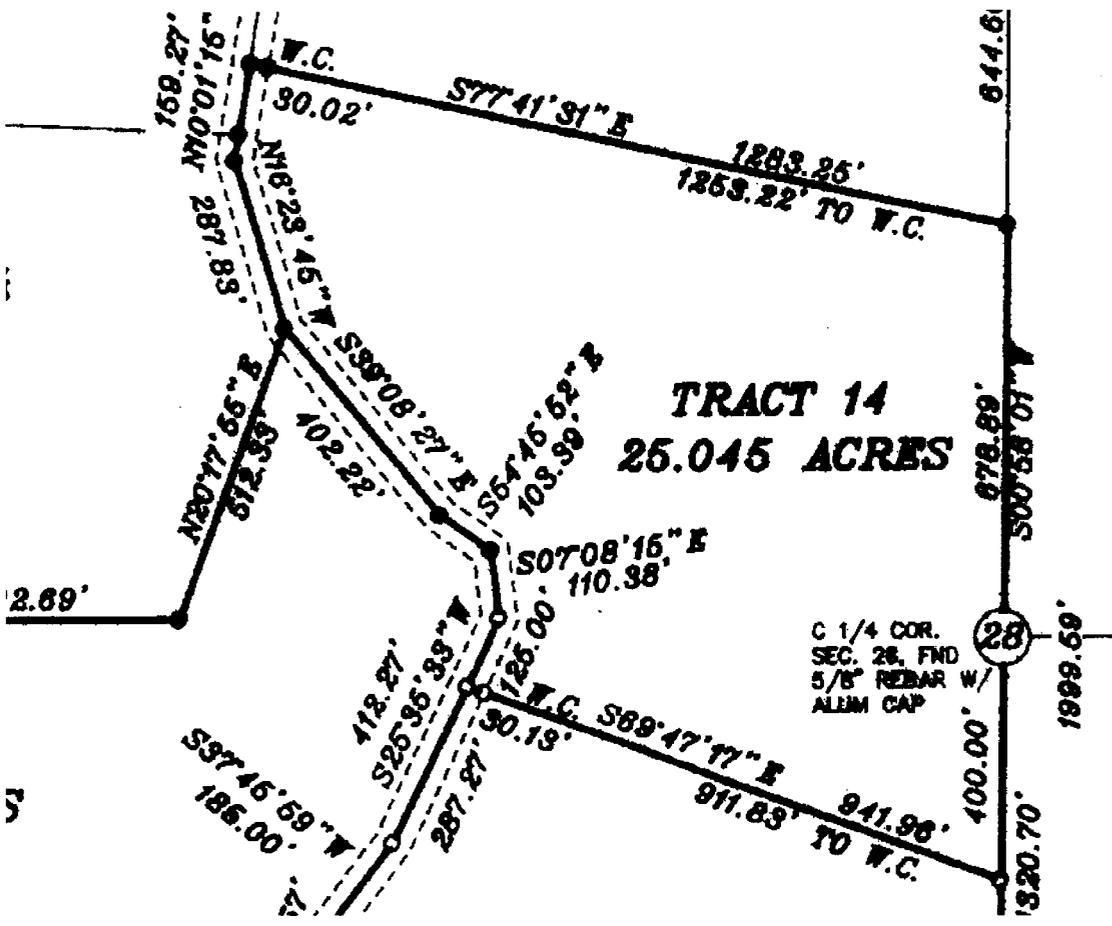
BY: Cindy Anderson
DEPUTY TREASURER OF GALLATIN COUNTY

225728 CLERK AND RECORDER

I, SHELLEY M. CHENEY, CLERK AND RECORDER OF GALLATIN COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED IN MY OFFICE THIS 3rd DAY OF April, A.D., 1991, AT 10:26 P.M. AND RECORDED AS CERTIFICATE OF SURVEY NUMBER 1412 G, RECORDS OF THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA. DOCUMENT NUMBER 225728.

BY: Sheri M. Odom
DEPUTY CLERK AND RECORDER

200	400	600	800
ALLEN & ASSOCIATES	SSR	SSR	4-91
	TSS	RR	LECI:SSR



TRACT 14
25.045 ACRES

TRACTS 5,
 A TRACT
 NO. 1412
 NORTHEAST
 TOWNSHIP
 COUNTY, M

BEGINNING
 ONE-QUART
 OF THE
 WEST A
 OF 294.1
 THENCE N
 37-17-07
 DISTANCE
 227.06 F
 THENCE N
 36-04-27
 DISTANCE

C 1/4 COR.
 SEC. 28, FND
 5/8" REBAR W/
 ALUM CAP