

## MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

## TRIANGLE RANCH SUBDIVISION

THIS MASTER DECLARATION is made this 14<sup>th</sup> day of Aug., 1982, by Triangle Land & Cattle Company, (herein after called "Grantor").

## RECITALS:

A. Grantor is the owner and title holder of certain real property in the County of Owyhee, State of Idaho, a portion of which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, which described real property is hereinafter referred to as "Triangle Ranch Subdivision".

B. Triangle Ranch Subdivision is an area of natural beauty including distinctive terrain features and scenic attractiveness. It is the desire and intent of the Grantor to create a planned development area, in which such natural beauty and attractiveness shall be substantially preserved and, for the enjoyment and convenience of the persons maintaining homes in such an area, enhanced by the installation and operation of recreational facilities. The covenants, conditions and restrictions established by this Master Declaration are intended to secure such objectives. The purpose of this paragraph is to describe the intent of the Grantor's in maintaining certain standards which will promote the maintenance of a natural high mountain ranch setting while providing convenient and aesthetically pleasing homesites for the owners of lots, within the development area. The character of the development which is sought to be maintained is that of Owyhee Mountain Ranch.

## DECLARATION

NOW, THEREFORE, Grantor hereby declares that Triangle Ranch Subdivision is and shall be held, conveyed, encumbered, leased and used subject to the following uniform covenants, conditions, restrictions and equitable servitudes in furtherance of a plan for the improvement and sale of Triangle Ranch Subdivision, and to enhance the value, desirability and attractiveness of such property. The restrictions set forth herein shall run with the real property included within Triangle Ranch Subdivision; shall be binding on all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, each Owner and the respective successors in interest, and may be enforced by Grantor, by the Owner of the successors in interest, or by the Association.

This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by any Owner (including Grantor) upon property owned within Triangle Ranch Subdivision, provided, that when completed such improvements will in all ways conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, PROVIDED, such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including BUT NOT LIMITED TO ANY PROVISION PROHIBITING temporary structures, may be granted by the Board of Directors of Triangle Ranch Association, Ltd., provided such waiver shall be only for the reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form.

Further, the Triangle Ranch Subdivision Restrictions shall not be construed as to prevent or limit Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any property in Triangle Ranch Subdivision owned by Grantor or on property where the Owner of which consents to such use, nor Grantor's right to post signs incidental to construction, sales or leasing.

#### ARTICLE I. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases shall have the meanings hereinafter specified when used in Triangle Ranch Subdivision Restrictions.

ARTICLES shall mean the Articles of Incorporation of the Master Association which have been filed in the office of the Secretary of State of the State of Idaho, a true copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference.

ASSESSMENTS shall mean assessments of the Master Association and includes both regular and special assessments.

ASSOCIATION PROPERTY shall mean all real and personal property now or hereafter owned by or leased to Triangle Ranch Association.

BENEFICIARY shall mean a mortgagee under a mortgage or a beneficiary or holder under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder.

BOARD shall mean the Board of Directors of the Master Association.

BY-LAWS shall mean the By-Laws of the Master Association which have been or shall be adopted by the Board which may be amended from time to time.

COMMON AREA shall mean any portion of Triangle Ranch Subdivision designated as a Common Area for the primary benefit of the Owners of Lots, to be owned in common by such Owners or by a non-profit corporation in which all such Owners shall be entitled to membership.

COMMON RECREATIONAL EASEMENT shall mean an easement granted to the Association for use by the Association members, which easement may be improved from time to time.

COMMERCIAL AREA shall mean a portion of Triangle Ranch Subdivision which is set aside by the grantor for commercial uses.

DEED OF TRUST shall mean a mortgage or a deed of trust, as the case may be.

GRANTOR shall mean Triangle Land & Cattle Company.

IMPROVEMENT shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, out-buildings, garages, carports, driveways, roads, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, poles, signs and exterior fixtures or equipment.

LOT shall mean a portion of the Triangle Ranch subdivision which is a legally described parcel of real property or is designated as a Lot on any recorded subdivision plat, whether or not improved, and may refer to either a Residential Lot or a Commercial Site. The term Lot, shall not include any common area.

MANAGER shall mean the person, firm or corporation, if any, employed by the Master Association and delegated the duties, powers or functions of the Association as herein permitted.

MASTER ASSOCIATION (herein sometimes referred to as "Association") shall mean the Triangle Ranch Association, Ltd., a non-profit Idaho Corporation, its successors and assigns.

MASTER DECLARATION (herein sometimes referred to as "Declaration") shall mean this instrument as it may be amended from time to time.

MEMBER shall mean any person who is a member of the Master Association as herein defined.

MORTGAGE shall mean any mortgage, deed of trust or other conveyance of a Lot or other portion of Triangle Ranch Subdivision to secure the performance of an obligation, which will be void and reconveyed upon the completion of such performance.

NOTICE AND HEARING shall mean a written notice and a public hearing, within ten (10) days before the Board at which the Owner or Owners concerned shall have an opportunity to be heard in person or by counsel at the Owner's expense.

OPEN SPACE AREA shall mean that portion of each lot which cannot be improved but must remain in a natural condition.

OWNER shall mean the person or persons or other legal entity or entities (including Grantor) holding an aggregate fee simple interest in a Lot; or, as the case may be, the purchaser of a Lot under an executory contract of sale. No undivided interest in Triangle Ranch Subdivision shall be owned by more than one person or other entity, except as follows, and only subject to the following provision:

a. A husband and wife may jointly own an undivided interest.

b. If legal title or an equitable interest is acquired by any corporation, partnership, joint venture or other entity then such entity shall be entitled to have a membership in the Association issued to only one individual living person and only that individual's immediate family members shall be entitled to the privileges of membership in the Association.

c. An interest may pass under the estate of a deceased person to more than one person; provided, that only one individual living person shall be entitled to have membership privileges in the Association derived from such undivided interest, and only the members of that individual's immediate family shall be entitled to the privileges of membership in the Association.

PERSON shall mean a natural individual or any other entity with the legal right to hold title to real property.

RECORD, RECORDED, AND RECORDATION shall mean, with respect to any document, the recordation of such document in the office of the County Recorder of the County of Owyhee, State of Idaho (which may also be referred to herein as file or filed).

RESIDENTIAL LOT shall mean a Lot located within a Residential Area, together with the improvements, if any, thereon.

SUPPLEMENTAL DECLARATION shall mean any declaration of covenants, conditions and restrictions which hereafter may be recorded by Grantor.

TRIANGLE RANCH SUBDIVISION shall mean all that certain real property identified and described in Exhibit "A" to this Master Declaration, as the same is now and as it may from time to time be developed and improved.

TRIANGLE RANCH SUBDIVISION RESTRICTIONS shall mean this Master Declaration together with any and all Supplemental Declarations which

may be recorded by Grantor including all amendments to the Triangle Ranch Subdivision Rules and Supplemental Declarations as may be from time to time amended.

TRIANGLE RANCH SUBDIVISION RULES shall mean those rules adopted by the Board, as they may be amended from time to time, which the Board deems proper for the use and occupancy of the association property.

ARTICLE II.  
DEVELOPMENT OF TRIANGLE RANCH SUBDIVISION LAND CLASSIFICATION

Section 2-01, Division and Development by Grantor

Grantor intends to divide some or all of Triangle Ranch Subdivision into several Units, to develop some or all of said Units and, at Grantor's option, to dedicate some of said Units for recreational, open space, or other purposes for the benefit of the developed Units. It is contemplated that the property will be developed in a manner that each portion thereof will benefit each other portion and the whole thereof. Grantor intends to sell and convey or lease Lots in each Unit as developed, subject to the Master Declaration for that Unit.

ARTICLE III.  
GENERAL RESTRICTIONS

All real property within Triangle Ranch Subdivision shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 3-01, No Further Subdividing

No Lot or Common Area may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof (excluding Grantor) without the prior written approval of the Triangle Ranch Association.

Section 3-02, Repair of Buildings

No improvements upon any property within Triangle Ranch Subdivision shall be permitted to fall into disrepair and each such improvement shall be at all times kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

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### Section 3-03, Drainage

There shall be no interference with the established drainage pattern over any property within Triangle Ranch Subdivision unless adequate provision is made for proper drainage and is approved by the Triangle Ranch Association, Ltd. For the purpose hereof, "established drainage" is defined as that drainage which exists at the time the overall grading of any Association property or Lot, as the case may be, is completed or which is shown on any plans approved by Triangle Ranch Association, Ltd.

### Section 3-04, Nuisances

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Triangle Ranch Subdivision and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than devices used exclusively for security purposes) shall be located, used or placed on any property located in a Residential area without the prior written approval of the Board.

### Section 3-05, Signs

Except for any Commercial Area signs installed by Grantor or shown or provided for on any plans approved by Grantor for Commercial Area property still owned by Grantor, no sign of any kind shall be displayed to the public view without the approval of Triangle Ranch Association, Ltd., except such signs as may be used by grantor in connection with the development of Triangle Ranch Subdivision and the sale of residences and lots; and except for such signs of customary and reasonable dimensions as established by Triangle Ranch Association, Ltd., as may be displayed on or from a residence to advertise the residence for sale or lease. Any "for sale" or "for lease" signs not more than three feet by two feet shall not require Triangle Ranch Association, Ltd. approval.

### Section 3-06, Prohibited Activities

No unlawful activities shall be conducted on any property and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property or used in an unsafe manner; and no open fires shall be lighted or permitted on any property except in a contained barbecue

unit while attended and in use for cooking purposes or within a safe and well designated fireplace. Exception hereto is made for such campfires or picnic fires in portions of Recreational Areas designated for such use by Grantor or the Association and for such controlled and attended fires necessary for the proper clearing or maintenance of land when previously approved in writing by the Board.

#### Section 3-07, Unsightly Articles

No unsightly articles shall be permitted to remain so as to be visible from adjoining property. Refuse, garbage and trash shall be kept at all times in a covered container.

#### Section 3-08, Vehicles

The use of all vehicles, including but not limited to automobiles, trucks and bicycles shall be subject to the Triangle Ranch Subdivision Rules, which may limit the use thereof within Triangle Ranch Subdivision, provide parking regulations or restrictions or adopt other rules regulating the same. The use of motorcycles, snowmobiles, or similar vehicles in Triangle Ranch Subdivision and on other ranch properties is prohibited except for operation on designated roads to gain access to and from Lots within Triangle Ranch Subdivision.

#### Section 3-09, Animals

No animals of any kind shall be raised, bred or kept within Triangle Ranch Subdivision, except that horses may be kept at the areas established for that purpose and dogs and cats may be kept as personal pets.

#### Section 3-10, Temporary Structures

No tent, shack, or other temporary building, improvement or structure shall be placed upon any property except that, subject to the Triangle Ranch Subdivision Rules; tents, campers and other recreational vehicles may be used for overnight recreational camping if placed on the area designated by the Master Association.

#### Section 3-11, Fire Protection

Triangle Ranch Subdivision is not located within any organized public or private Fire District. Any Owner of a Lot in Triangle Ranch Subdivision shall be solely responsible for providing, at his own expense, any and all such equipment, tools and facilities necessary or required to prevent, abate or extinguish fires. Damage or destruction to any personal or real property together with all improvements thereon or thereto, shall be the sole responsibility of the Owner.



ARTICLE IV.  
SITE IMPROVEMENTS

All the real property within Triangle Ranch Subdivision shall be improved, subject to the following limitations and restrictions.

Section 4-01, Site Excavations

The total improved excavated or enclosed area is not to exceed ten percent of the total area of any tract. The remaining site must be left in natural vegetation except that groupings of trees or other landscaping may be located at random within the remaining unexcavated area, provided that each random planting area does not exceed four hundred square feet of surface area. The remaining area may not be fenced and ranch cattle shall be permitted to graze in the unfenced areas.

Section 4-02, Exterior Aesthetics of the Subdivision

The intent and purpose of this paragraph is to describe the intents of the grantors in maintaining certain standards which will promote and maintain a high mountain natural ranch setting, as undisturbed as possible. The grantors desire that persons owning lots in the subdivision or those visiting the subdivision find themselves surrounded by the beauty of a high mountain ranch. Exteriors of buildings or fences shall be in earth tones, natural weathered wood colors, or other earth tones found in the surrounding undisturbed areas. Fences are to be constructed of post and pole along all roads and five strands of barbed wire on all other boundaries. All fences shall be maintained in a manner to prevent cattle from passing through the fences.

Section 4-03, Setbacks

No building, structure, fence, hedge, outbuilding or appurtenance of any nature shall be located closer than fifty (50) feet from any lot or property line.

Section 4-04, Construction Requirements

All improvements constructed on the building site shall be made in accordance with the Federal, State, County and Local ordinances, regulations and statutes and other governing requirements and all necessary permits shall be obtained prior to commencing with any improvements.

#### Section 4-05, Sewage Disposal

Each building site shall have its own sewage disposal system, capable of servicing the improvements placed on the property and shall comply in all respects with all applicable Federal, State, County and Local Rules, regulations and statutes.

### ARTICLE V. MISCELLANEOUS PROVISION

#### Section 5-01, Common Area

All common area which is located in the Triangle Ranch Subdivision and the use of other ranch properties, shall be operated and maintained by Triangle Ranch Association, and in accordance with its Articles of Incorporation and By-Laws and subject to all rules and regulations promulgated by the Board of Directors of that Association. Common Areas will be accessible to all members, residents, guests and invitees of Triangle Ranch Subdivision and such right to enjoy the Common Area shall not be abridged by any party for whatever reason, except as provided herein.

#### Section 5-02, Liens

The Grantor hereby grants and each subsequent owner hereby consents to the right of the Association to place a lien on any and all real property owned by the Owner to secure payment of any assessment charged by the Association in accordance with its Articles of Incorporation, By-Laws and rules and regulations. Such lien shall constitute an encumbrance on said real property until paid in full.

#### Section 5-03, Use of Open Space

Grantor and each subsequent owner who takes title from the Grantor on property covered by these restrictions, consents to the use of the open space on each lot by Grantor, its successors and assigns as range land for grazing of livestock and other accessory uses incident to the grazing of livestock. It is the intent of the Grantor in creating Triangle Ranch Subdivision, to maintain the character of a working ranch in order to enhance the natural aesthetics and cultural history of the surrounding locality. It will be the responsibility of each owner to erect fencing or other suitable barriers to prevent intrusion of the livestock on the improved portion of the building site and the Owner successors or assigns shall not be liable for any damage to any improved portion of any building site by the intrusion of livestock and damages related to that intrusion.

#### Section 5-04, Commercial Enterprises

No commercial enterprise shall be conducted on any real property located within Triangle Ranch Subdivision, except in those areas which the Grantor may, in its sole discretion, designate as Commercial areas, which sites shall be grouped together and located and designed in

such a fashion as to work harmoniously with the surrounding residential dwellings and to cause minimum interference or distraction with the natural character of the subdivision. Such commercial establishment shall be limited in size and purpose as to serve only the needs of the subdivision and the members, guests and invitees of the members who occupy premises located within the subdivision boundaries.

#### Section 5-05, Membership to Master Association

All persons who own lots within Triangle Ranch Subdivision shall be members of the Master Association and entitled to one (1) vote for each lot owner. In no event may the owners of a lot be entitled to more than one vote, and there shall be no corporate or company membership. Members and their invited guests, not to exceed one other family, accompanied by the member shall be permitted to use the association facilities and exercise association membership rights, subject to association rules.

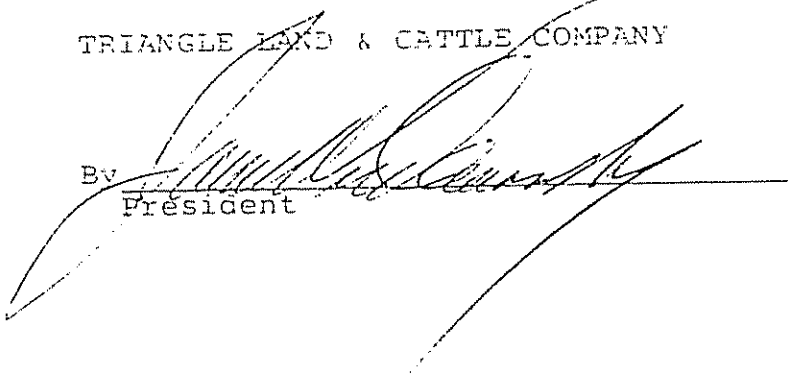
#### Section 5-06, Interference with Ranching Activities

Lot owners, residences, guests and invitees shall not, in any fashion, interfere with any ranching operations which occur within Triangle Ranch Subdivision, nor shall they trespass onto any of the adjacent lands outside of the ranch for any purpose. Use of ranch properties may be limited at times and no hunting or shooting shall be permitted in areas where cattle are grazing.


#### Section 5-07, Game and Fish Regulations

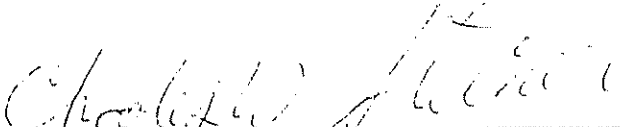
All lot owners, their guests and invitees shall observe and obey all game and fish regulations and laws and the association or the grantor may further limit the taking of game and fish in order to preserve the number and quality of the hunting and fishing on Subdivision and Ranch Properties.

TRIANGLE LAND & CATTLE COMPANY

By   
President

ATTEST:

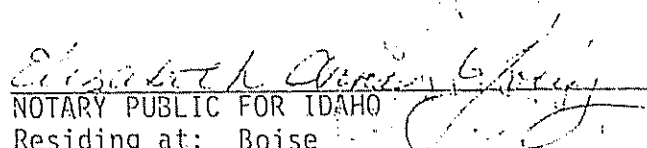
  
Secretary

  
Charles W. Steiner

STATE OF IDAHO       )  
                          ) ss.  
County of Ada        )

On this 16th day of August, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared James S. Underwood, Jr., known to me to be the President, and Dennis R. Petersen, known to me to be the Secretary of the corporation that executed the instrument or the persons who executed the instrument on behalf of the corporation, and acknowledged to me that such corporation executed the same.

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

  
NOTARY PUBLIC FOR IDAHO  
Residing at: Boise

STATE OF IDAHO       )  
                          ) ss.  
County of Ada        )

On this 14th day of August, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles W. Steiner, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same, as owner.

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

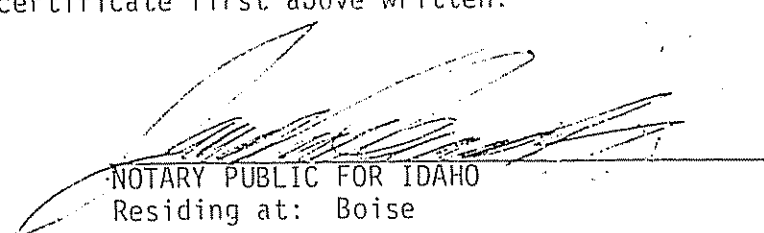
  
NOTARY PUBLIC FOR IDAHO  
Residing at: Boise

EXHIBIT A

PLAT 1 - IN THE STATE OF IDAHO, COUNTY OF OWYHEE:

*Section 30* This parcel is situated in N1/2 of Section 25  
of Township 7 South, Range 3 West, and in Government Lot  
2 of Township 7 South, Range 2 West of the Boise Meridian  
and is more particularly described as follows:

BEGINNING at the northeast corner of said Section 25;  
THENCE South 0°01'23" West along the East Boundary  
line of said N1/2 of Section 25 a distance of 722.13 feet *22.*  
to the Northwest corner of government Lot 2; *Sec 30, T7S, R2W, B.M.*  
THENCE North 89°59'38" East along the north boundary  
line of said government Lot 2 a distance of 88.13 feet;  
THENCE South 0°00'00" West a distance of 696.23 feet;  
THENCE South 78°45'00" West a distance of 502.58 feet;  
THENCE North 81°00'00" West a distance of 396.73 feet;  
THENCE South 55°40'00" West a distance of 603.47 feet;  
THENCE North 40°45'00" West a distance of 891.94 feet;  
THENCE North 77°30'00" West a distance of 1500.00 feet;  
THENCE North 17°50'00" East a distance of 889.76 feet  
to a point on the north boundary line of said Section 25; *T7S, R3W, B.M.*  
THENCE South 89°56'07" East along the north boundary  
line of said Section 25 a distance of 429.77 feet to the  
Northwest corner of the NE1/4 of said Section 25;  
THENCE South 89°57'10" East along the north boundary  
line of said NE1/4 a distance of 2639.69 feet to the POINT  
OF BEGINNING.

This parcel contains 100.021 acres more or less.

EXHIBIT A

PLAT 2 - IN THE STATE OF IDAHO, COUNTY OF OWYHEE:

This parcel is in Section 30 of Township 7 South, Range 2 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the Northwest corner of Government Lot 2 of said Section 30;

THENCE North 89°59'38" East along the north boundary of said Government Lot 2 a distance of 88.13 feet to the TRUE POINT OF BEGINNING:

THENCE North 89°59'38" East a distance of 2599.29 feet to the northwest corner of the S1/2NE1/4 of said Section 30;

THENCE North 89°58'39" East along the north boundary line of said S1/2NE1/4 a distance of 603.93 feet;

THENCE South 5°29'01" East a distance of 1056.98 feet;

THENCE South 20°00'00" East a distance of 941.33 feet;

THENCE South 66°32'45" West a distance of 746.05 feet;

THENCE North 58°08'40" West a distance of 419.30 feet;

THENCE North 36°00'00" West a distance of 630.00 feet;

THENCE North 83°21'54" West a distance of 612.06 feet;

THENCE North 49°27'28" West a distance of 781.77 feet;

THENCE South 23°45'12" West a distance of 360.00 feet;

THENCE North 40°44'00" West a distance of 660.58 feet;

THENCE North 79°14'00" West a distance of 373.98 feet;

THENCE South 78°45'00" West a distance of 71.18 feet;

THENCE North 0°00'00" East a distance of 696.23 feet

TO THE TRUE POINT OF BEGINNING.

This parcel contains 110.022 acres more or less.

EXHIBIT A

PLAT 3 - IN THE STATE OF IDAHO, COUNTY OF OWYHEE:

This parcel is situated in the S1/2NE1/4 and the N1/2 SE1/4 of Section 30 of Township 7 South, Range 2 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the northwest corner of government Lot 2 of said Section 30;

THENCE North 89°59'38" East a distance of 2687.42 feet to the northwest corner of said S1/2NE1/4;

THENCE North 89°58'39" East along the north boundary line of said S1/2NE1/4 a distance of 603.93 feet to the TRUE POINT OF BEGINNING;

THENCE continuing North 89°58'39" East along the north boundary line of said S1/2NE1/4 a distance of 2038.57 feet to the northeast corner of said S1/2NE1/4

THENCE South 0°05'23" East along the east boundary line of said S1/2NE1/4 a distance of 1320.22 feet to the northeast corner of said N1/2SE1/4;

THENCE South 0°04'00" East along the east boundary line of said N1/2SE1/4 a distance of 1322.03 feet to the southeast corner of said N1/2SE1/4;

THENCE South 89°58'49" West along the south boundary line of said N1/2SE1/4 a distance of 660.57 feet to the southwest corner of the SE1/4NE1/4SE1/4 of said Section 30;

THENCE North 0°00'00" East a distance of 98.59 feet;

THENCE North 90°00'00" West a distance of 717.82 feet;

THENCE North 57°49'17" West a distance of 790.06 feet;

THENCE North 66°32'45" East a distance of 466.42 feet;

THENCE North 20°00'00" West a distance of 941.33 feet;

THENCE North 5°29'01" West a distance of 1056.98 feet

to THE TRUE POINT OF BEGINNING.

This parcel contains 110.023 acres more or less.

173737

\*\*\* RESTRICTIVE COVENANTS \*\*\*

RECORDED

JUN 15 1942

COUNTY CLERK

*Julie Prescott*

Triangle Ranch Subdivision

REQUEST OF: Lorna Green

FEE: 28.00