

Sphinx Ltd. Co.
P.O. Box 36
Virginia City, MT 59735

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STATE OF MONTANA MADISON COUNTY
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Peggy Kaatz CLERK AND RECORDER *Peggy Kaatz*
FEE: \$42.00 BY: *Peggy Kaatz*
TO: SPHINX LTD CO PO BOX 36, VIRGINIA CITY MT 59735

BOOK 550, PAGE 791

SECOND AMENDMENT
OF
DECLARATION OF PROTECTIVE COVENANTS
FOR
SPHINX MOUNTAIN

The undersigned owners of the Sphinx Mountain Property and Sentinel Creek Ventures, LLC, and the undersigned owners of the property described below agree, consent, impose, and subject the Protective Covenants for Sphinx Mountain and any amendments thereto to and upon the following described property and the owners thereof:

Northwest Quarter (NW1/4) of Section 2, Township 8 South, Range 1 West also known as the "Holding Pen Property"

The owners of the Holding Pen Property, including their successors and assigns, are granted and are subject to all the duties, rights, and obligations of the owners of the Sphinx Mountain Property, under the terms and conditions of the protective covenants and amendments thereto, including, but not limited to, an easement for general ingress and egress to each tract and for the general use of all the owners over all the surveyed roads and utility easements within both the Sphinx Mountain Property and the Holding Pen Property. Such access easements shall be appurtenant to each tract and shall not be restricted by amendment to the covenants, without the written consent of all tract owners within Holding Pen.

The Holding Pen Property may be developed and subdivided into four to eight residential tracts. The resulting tracts shall be subject to the covenants relating to residential use, and all other covenants including membership in the Sphinx Mountain Owners Association and provisions for assessments for the purposes set forth in the covenants. The owners of all tracts shall have one vote per lot in matters voted upon.

The undersigned owners of at least 2/3 of the land subject to the original Declaration of Protective Covenants for Sphinx Mountain at Book 387, pages 787 *et seq.* and Amendment of Declaration of Protective Covenants for Sphinx Mountain at Book 387, page 825 (hereinafter Sphinx Mountain) hereby declare and adopt the following amendment to the Declaration of Protective Covenants for Sphinx Mountain as follows:

1. That portion of the original Declaration of Protective Covenants for Sphinx Mountain as recorded at Book 387, page 788 which is on page two of such covenants and is a portion of Section 3 (COMMERCIAL AND RESIDENTIAL USE), subcategory "RESIDENTIAL" shall be and hereby is removed. It shall be replaced by the following language:

Mobile homes, motor homes, trailers, modular homes, manufactured homes or prefabricated homes shall not be permitted. Only high quality homes shall be allowed after prior approval by the Architectural Review Committee. These provisions apply to all of the tracts of Sphinx Mountain.

2. That portion of the original Declaration of Protective Covenants for Sphinx Mountain as recorded at Book 387, page 790 which is on page four of such covenants and is a portion of Section 7 (SIZE AND HEIGHT), the last sentence of such section shall be and hereby is removed. It shall be replaced by the following language:

The height of improvements shall not exceed two stories and shall not materially adversely affect other owners.

3. That portion of the original Declaration of Protective Covenants for Sphinx Mountain as recorded at Book 387, page 789 which is on page three of such covenants and is Section 4 (MINING PROHIBITED) shall be and hereby is removed. It shall be replaced with the following language:

No prospecting, mining, quarrying, tunneling, excavating, or drilling for any substance on or within the earth shall be permitted, provided that owners may drill water wells on their tracts for domestic and landscape use and provided that activities otherwise prohibited by this section shall not apply to commercial tracts owned by Sphinx Limited Company and its assignees.

4. Paragraph 1 of the Amendment of Declaration of Protective Covenants for Sphinx Mountain recorded at Book 387, page 825 which is on page one (referring to paragraph 13 on page six of the original protective covenants) shall be removed and shall be replaced with the following language:

The Sphinx Mountain is dramatic due to its open spaces. Fences shall not be permitted to encompass more than 7 acres on any tract. Owners are encouraged to fence only the immediate area around permanent structures. In any event no fence shall be permitted until the main residential structure is completed.

Owners shall be responsible for fencing, as approved by the Architectural Review Committee, against the incursion of livestock.

5. That portion of the original Declaration of Protective Covenants for Sphinx Mountain as recorded at Book 387, page 793 which is on page seven of such covenants and is Section 18 (DEFINITION) (COMMON AREAS), shall be and hereby is removed. It shall be replaced by the following language:

Common areas of Sphinx Mountain shall consist of all platted roadways. No improvements shall be constructed on such common area except as determined by the Association. No gates or obstructions shall be placed upon or shall impede

access to any common area within the property except and unless approved in advance by the Association. Stock guards shall be installed only as approved by the Association.

6. That portion of the original Declaration of Protective Covenants for Sphinx Mountain as recorded at Book 387, page 793 which is on page seven of such covenants and is Section 21 (UTILITY EASEMENT) (COMMON AREAS), shall be and hereby is removed. It shall be replaced by the following language:

A general utility easement for electricity, gas, sewer, communications, telephone, water, television, cable communications and other utilities determined by the Association shall exist over a tract thirty feet (30') wide immediately adjacent to and on each side of each platted road and on each side of each boundary line of each tract. All owners shall have the right to enter upon and excavate such easements for the purpose of installing, repairing, replacing, removing, and otherwise servicing facilities installed in such easements, upon approval of the Architectural Review Committee.

7. That portion of the original Declaration of Protective Covenants for Sphinx Mountain as recorded at Book 387, page 794 which is on page eight of such covenants and is Section 22 (USES ALLOWED) (COMMON AREAS), shall be and hereby is removed. It shall be replaced by the following language:

No discharge of fire arms shall be permitted except for shotgun bird hunting in season on owned property. Shotgun bird hunting and fishing shall be allowed in season in accord with the rules and regulations of the State of Montana, these covenants and the Association only for owners and their families who live upon the property and for non paying guests of owners who are personally accompanied by owners except as authorized by the Association. No unsportsman like conduct shall be allowed.

8. That portion of the original Declaration of Protective Covenants for Sphinx Mountain as recorded at Book 387, page 795 which is on page nine of such covenants and is Section 26 (LIMITATIONS) (ANIMALS), shall be and hereby is removed. It shall be replaced by the following language:

No swine, sheep, cattle, goats, or other livestock shall be allowed except as specifically authorized by the Association or in these covenants. A total of two horses or mules of llamas or burros may be kept on each Tract. Other permitted animals shall be only companion family pets. All pets shall be controlled and restrained. They shall not be allowed to run at large. No animals shall be permitted which shall constitute a nuisance, as defined by law or as determined by the Association.

All animals shall be strictly controlled by their owners to prevent any interference on other property.

Dated:

Nov 22, 2005

Dated:

Dec 1, 2005

EQUITABLE OWNER OF TRACT NOS.

2-5, 8-13, 17-19, 23, 25-27, 30-33, 36, 37,
39-41, 63, 65, 68-71, 74, 75, 85-90

by: *Robert Ilse*
Robert Ilse, member Sphinx Ltd. Co.

EQUITABLE OWNER OF TRACTS NOS.

2-5, 8-13, 17-19, 23, 25-27, 30-33, 36, 37,
39-41, 63, 65, 68-71, 74, 75 + 85-90

by: *Loren Tucker*
Loren Tucker, member Sphinx Ltd. Co.

OWNER OF TRACT NOS. 42, 43, 47-50 + 53-62 OWNER OF TRACT NO. 1

Robert Ilse
Robert Ilse, as Trustee of Ilse Family Trust

Loren Tucker
Loren Tucker

STATE OF CALIFORNIA)

:SS
County of San Joaquin)

This Instrument was acknowledged before me on _____, 2005 by
ROBERT ILSE as a member of Sphinx Ltd. Co. and as Trustee of the Ilse Family Trust.

see attached

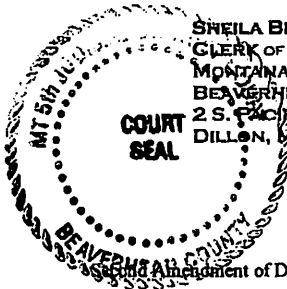
NOTARY PUBLIC

My Commission expires: _____

STATE OF MONTANA)

:SS
County of Beaverhead)

This instrument was acknowledged before me on December 1st, 2005 by
LOREN TUCKER individually and as a member of Sphinx Ltd. Co.



SHEILA BRUNKHORST
CLERK OF THE DISTRICT COURT
MONTANA FIFTH JUDICIAL DISTRICT
BEAVERHEAD COUNTY COURTHOUSE
2 S. PACIFIC #5
DILLON, MT 59725-2713

Open Range, Leggett
NOTARY PUBLIC
My Commission expires: N/A