

GENERAL INFORMATION ON
MILLIGAN CANYON ESTATES INC.

1. This document is to be SIGNED, DATED AND ATTACHED TO EACH EARNEST MONEY RECEIPT AND AGREEMENT TO SELL AND TO PURCHASE. The information contained herein is intended to fully disclose information and answer question commonly asked by buyers. However it may not be all-inclusive.

2. The land located in Milligan Canyon Estates Inc. is being developed and sold by Murray Ranch Inc. herein after referred to as the "Developer".

The land being developed has been platted in conformance with state and local subdivision regulations and standards. A final plat of Milligan Canyon Estates Inc. has been approved and has been filed with the Jefferson County Clerk and Recorder.

The restrictions as to usage for this land are set forth in the "Protective Covenants of Milligan Canyon Estates Inc.". A buyer should carefully review the protective covenants and check the applicable zoning regulations to make certain the buyer's intended plans for the lot are permitted. A buyer should review a copy of the plat of the subdivision and make himself aware of the zoning of adjacent properties, if any.

3. The Buyer is to provided title insurance. Any exceptions will be set forth in the general and special exceptions shown on the preliminary title commitment which will be furnished to the buyer prior to closing. A buyer should carefully review the exceptions. Upon full payment of the purchase price, the buyer will receive a Warranty Deed conveying merchantable title to the property, subject to the general and special exceptions noted in the title insurance policy. The final plat shows all necessary easements to allow construction and maintenance of utilities, both to, and within, the subdivision.

4. Underground power and telephone are provided by the Developer and installed by the utility companies in the utility easements of the subdivision. Buyer is responsible for any cost to bring these utilities to their residences and should make their own investigation to verify the costs.

5. Property taxes are based upon the appraised value of the lot together with improvements, and are determined by the Jefferson County Assessor.

6. On site improvements including paved street within Milligan Canyon Estates Inc. have been completed by the Developer at its cost, and no assessment will be made to the lot owners for these improvements.

7. The Milligan Canyon Homeowners Association is responsible for:
- a. Required maintenance of all interior subdivision roads.
 - b. Responsible for the maintenance of all development perimeter fencing.
 - c. Responsible for enforcing the Protective Covenants of Milligan Canyon Estates Inc.
 - d. Responsible for the maintenance of all open space within the subdivision.

Buyer's Initials _____

Sellers Initials _____

8. Property Owners Association dues are estimated to be \$150.00 annually at this time. The dues will be used in a manner that promotes the general welfare and safety of the Association members and will include, but may not be limited to the following;

- a. Snowplowing and maintenance of internal subdivision streets
- b. Maintenance of perimeter boundary fencing
- c. Maintenance of common landscaping and signage features
- d. Insurance coverage for Milligan Canyon Estates Inc. owned property
- e. Maintenance of open space within the subdivision

9. Please reference the "Declaration of Covenants, Conditions and Restrictions for Milligan Canyon Estates" for property setbacks and utility easements.

10. Each lot shall be used for one single family dwelling and an accessory building. All single family dwellings are to contain at least 1,500 Sq Ft. of living area exclusive of porches and decks.

11. Each purchaser is responsible to provide his/her/their own septic system as required by the State of Montana see the ("State of Montana Department of Environment Quality Certificate of Subdivision Plat Approval" for MCE, septic tank, and drain field location map.)

12. Lot owners and residents of the subdivision are informed that nearby uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, fillies and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.

The buyer acknowledges that he/she/they has (have) received, reviewed, and hereby agree(s) to abide by the Declaration of Covenants, Conditions & Restrictions for Milligan Canyon Estates.

Buyer Date

Buyer Date

Buyer's Agent Date

Murray Ranch Inc. Date