

## PROPERTY PROFILE

DATE: April 11, 2025

PREPARED FOR: Hannah Bruha  
Clearwater Montana Properties

PREPARED BY: Grace Foster *Grace Foster*  
Powell County Title Co.  
313 Missouri Ave.  
Deer Lodge, MT 59722  
Phone (406) 846-1270  
Fax (406) 846-1825  
Email: pctc@bresnan.net

### LEGAL DESCRIPTION:

LANDS LYING IN TOWNSHIP 7 NORTH, RANGE 9 WEST, P.M.M., Powell County, Montana:  
Section 1: Lots 8 and 9 of the Cottonwood Creek Ranch, Plat No. C-515, on file and of record in the office of the Clerk and Recorder, Powell County, Montana.

LAST GRANTEE OF RECORD: James M. Hill and Susanne M. Hill

MORTGAGE(S) OR DEED(S) OF TRUST IN FAVOR OF: Southwest Montana Community Federal Credit Union.

FOR: Tax Information, Contact the Powell County Treasurer's Office at 406-846-9797.

FOR: Powell County Planning Information, Contact the Deer Lodge County Planning Office at 406-846-9795.

ATTACHMENTS:        Deed  
                          Deed of Trust/Mortgage  
                          Plat (Map)  
                          Restrictions  
                          Tax Query

This information is provided at no charge by Powell County Title Company to Realtors only in anticipation of receiving an order on the above mentioned property\*\*

Return Recorded Document to:  
Powell County Title Co.

Order No. PWL-17822

**WARRANTY DEED**  
(Joint Tenancy)

For Value Received, **SUN UP VENTURES LLC**

the Grantor, does hereby grant, bargain, sell and convey unto

**JAMES M. HILL and SUSANNE M. HILL**, whose mailing address is

925 MILWAUKEE AVE. DEER LODGE MT 59722

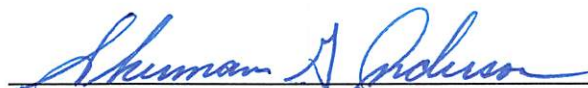
the Grantees, as joint tenants (and not as tenants in common), and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, the following described premises in Powell County, Montana, to-wit:

LANDS LYING IN TOWNSHIP 7 NORTH, RANGE 9 WEST, P.M.M.

Section 1: Lots 8 and 9 of the Cottonwood Creek Ranch, Plat No. C-515, on file and of record in the office of the Clerk and Recorder, Powell County, Montana.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees as joint tenants (and not as tenants in common), and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that he is free from all incumbrances except taxes for current and subsequent years and covenants, conditions, restrictions and easements apparent and/or of record and that he will warrant and defend the same from all lawful claims whatsoever.

Dated this 10<sup>th</sup> day of May, 2021.



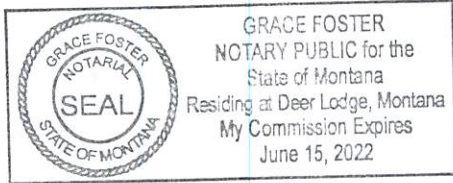
Sherman G. Anderson, Manager/Member  
Sun Up Ventures LLC

STATE OF MONTANA )  
:  
COUNTY OF POWELL )

This instrument was acknowledged before me on this 10<sup>th</sup> day of May, 2021, by  
Sherman G. Anderson for Sun Up Ventures LLC.

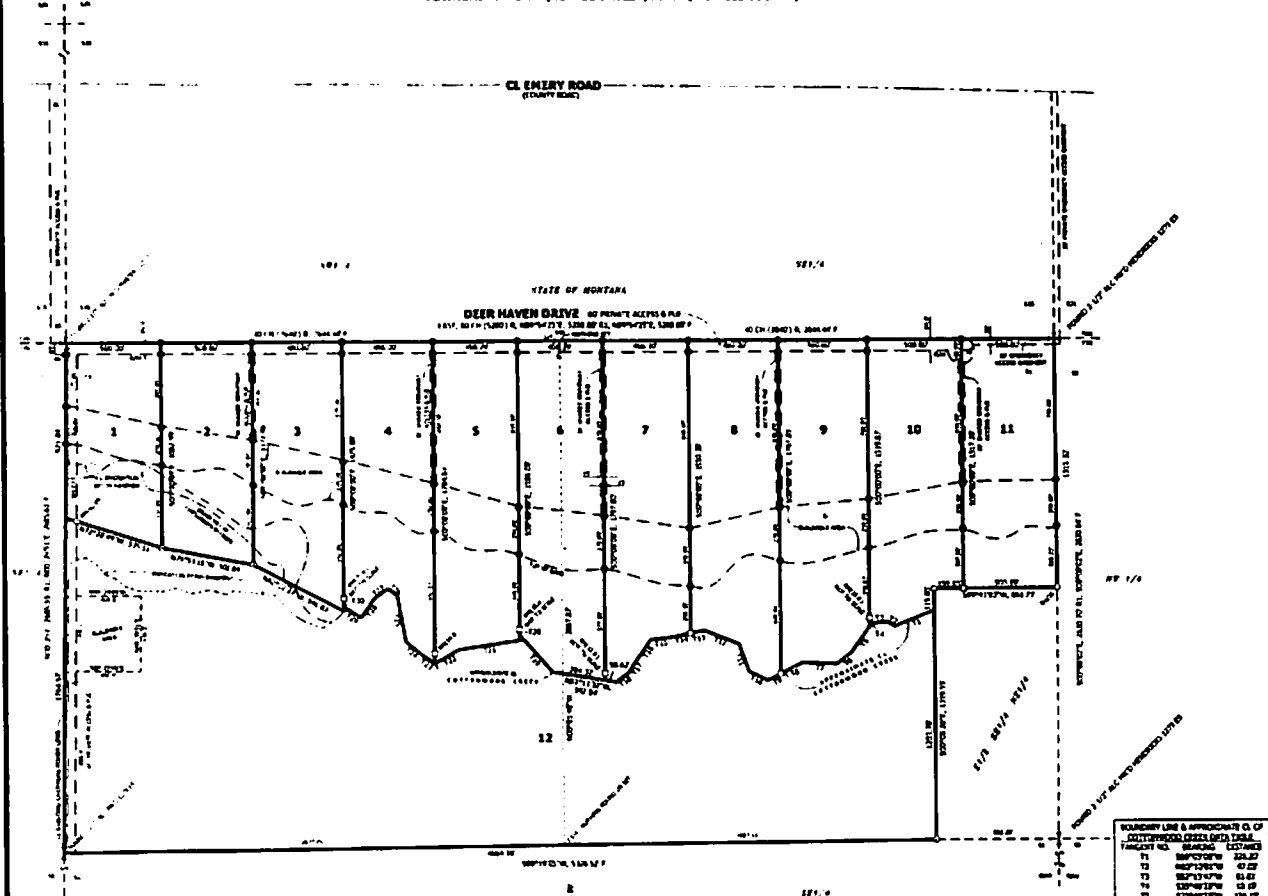
*Grace Foster*

\_\_\_\_\_  
Notary Public for the State of Montana



# PLAT OF COTTONWOOD CREEK RANCH

A MAJOR SUBDIVISION LOCATED IN THE NORTH ONE-HALF (N1/2) OF SECTION 1,  
TOWNSHIP 7 NORTH, RANGE 9 WEST, P.J.M., POWELL COUNTY, MONTANA



**CERTIFICATE OF REVISIONS:**  
We, the undersigned owners of record, do hereby certify that no new record is to be prepared, submitted, and filed nor any other subsequent property.

**PARAMETER LEGAL DESCRIPTION:**  
A part of land parcel in the town and plat of Section 1, Township 7 North, Range 9 West, and Section 10 & 11, Township 8 North, Range 9 West, Precinct Northern, Northern, Powell County, Montana, Powell County, Montana, and being further described as follows:  
Beginning at the Section corner common to Sections 1 and 2, Township 7 North, Range 9 West, Precinct Northern, Northern, Powell County, Montana, and the true point of beginning; thence S89°24'27"W, 228.65 feet to the northeast corner of said Section 1, Power S89°24'27"W, 1212.52 feet; thence S89°24'27"W, 811.73 feet; thence S00°00'00"W, 1212.52 feet; thence S89°24'27"W, 488.18 feet; thence N89°24'27"W, 285.62 feet to the point of beginning, containing 32.62 acres and being subject to all easements and restrictions existing, shown, or ever of record. The above described tract of land is to be known and designated as COTTONWOOD CREEK RANCH, the further certify that the final plat conforms to the preliminary plat previously returned and approved by the governing body.

By Sharon G. Anderson Sharon J. Anderson  
Sharon G. Anderson Sharon J. Anderson

Date of Montana  
County of Montana

On the 17 day of Sept, 2000, before me personally appeared Sharon G. Anderson & Sharon J. Anderson, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

My commission expires 12/31/01

**CERTIFICATE OF SURVEYOR:**  
I certify that the survey represented was done by me or under my direction between April, 1999 and July, 2000.

Steve M. Smith, P.E.  
Steve M. Smith, P.E., Montana Registration No. 12083  
Powell, ID & Helena, MT



**CERTIFICATE OF COUNTY SURVEYOR:**  
I, William O. Boyce, Powell County Examining Land Surveyor, do hereby certify that I have examined the plat of COTTONWOOD CREEK RANCH and that the same conforms to the requirements provided for Section 70-3-441(2)(a), MCA, and that regulations adopted pursuant thereto.

**CERTIFICATE OF COUNTY ATTORNEY:**  
I, William O. Boyce, Powell County Attorney, do hereby certify that I have examined the plat of COTTONWOOD CREEK RANCH and that the same conforms to the requirements of Section 70-3-441(2)(a), MCA, and that regulations adopted pursuant thereto.

**CERTIFICATE OF COUNTY COMMISSIONER:**  
We, the Board of County Commissioners for the County of Powell, Montana, do hereby approve the plat in the public interest.

Ray K. Rank  
Sharon Hatch  
Sharon Hatch

**TREASURER'S CERTIFICATE:**  
I hereby certify that to the best of my knowledge and belief, the amount of taxes due on the above described land is \$0.00.

William O. Boyce  
William O. Boyce  
POWELL COUNTY TREASURER

Attest: State of Montana, County of Powell  
Dated this 17 day of Sept, 2000  
Sharon G. Anderson  
Sharon G. Anderson  
FINAL APPROVAL OF THIS PLAT HAS BEEN GRANTED BY:  
William O. Boyce  
William O. Boyce  
Powell County Planning Department

**BOUNDARY LINE & APPROXIMATE Q. OF COTTONWOOD CREEK DATA TABLE**

FRAGMENT NO.	BEARING	DISTANCE
1	S89°24'27"W	228.65
2	S89°24'27"W	811.73
3	S00°00'00"W	1212.52
4	S89°24'27"W	488.18
5	N89°24'27"W	285.62
6	S89°24'27"W	1212.52
7	S89°24'27"W	811.73
8	S89°24'27"W	228.65
9	S89°24'27"W	1212.52
10	S89°24'27"W	811.73
11	S89°24'27"W	228.65
12	S89°24'27"W	1212.52
13	S89°24'27"W	811.73
14	S89°24'27"W	228.65
15	S89°24'27"W	1212.52
16	S89°24'27"W	811.73
17	S89°24'27"W	228.65
18	S89°24'27"W	1212.52
19	S89°24'27"W	811.73
20	S89°24'27"W	228.65
21	S89°24'27"W	1212.52
22	S89°24'27"W	811.73
23	S89°24'27"W	228.65
24	S89°24'27"W	1212.52
25	S89°24'27"W	811.73
26	S89°24'27"W	228.65
27	S89°24'27"W	1212.52
28	S89°24'27"W	811.73
29	S89°24'27"W	228.65
30	S89°24'27"W	1212.52
31	S89°24'27"W	811.73
32	S89°24'27"W	228.65
33	S89°24'27"W	1212.52
34	S89°24'27"W	811.73
35	S89°24'27"W	228.65
36	S89°24'27"W	1212.52
37	S89°24'27"W	811.73
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39	S89°24'27"W	1212.52
40	S89°24'27"W	811.73
41	S89°24'27"W	228.65
42	S89°24'27"W	1212.52
43	S89°24'27"W	811.73
44	S89°24'27"W	228.65
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47	S89°24'27"W	228.65
48	S89°24'27"W	1212.52
49	S89°24'27"W	811.73
50	S89°24'27"W	228.65
51	S89°24'27"W	1212.52
52	S89°24'27"W	811.73
53	S89°24'27"W	228.65
54	S89°24'27"W	1212.52
55	S89°24'27"W	811.73
56	S89°24'27"W	228.65
57	S89°24'27"W	1212.52
58	S89°24'27"W	811.73
59	S89°24'27"W	228.65
60	S89°24'27"W	1212.52
61	S89°24'27"W	811.73
62	S89°24'27"W	228.65
63	S89°24'27"W	1212.52
64	S89°24'27"W	811.73
65	S89°24'27"W	228.65
66	S89°24'27"W	1212.52
67	S89°24'27"W	811.73
68	S89°24'27"W	228.65
69	S89°24'27"W	1212.52
70	S89°24'27"W	811.73
71	S89°24'27"W	228.65
72	S89°24'27"W	1212.52
73	S89°24'27"W	811.73
74	S89°24'27"W	228.65
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76	S89°24'27"W	811.73
77	S89°24'27"W	228.65
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79	S89°24'27"W	811.73
80	S89°24'27"W	228.65
81	S89°24'27"W	1212.52
82	S89°24'27"W	811.73
83	S89°24'27"W	228.65
84	S89°24'27"W	1212.52
85	S89°24'27"W	811.73
86	S89°24'27"W	228.65
87	S89°24'27"W	1212.52
88	S89°24'27"W	811.73
89	S89°24'27"W	228.65
90	S89°24'27"W	1212.52
91	S89°24'27"W	811.73
92	S89°24'27"W	228.65
93	S89°24'27"W	1212.52
94	S89°24'27"W	811.73
95	S89°24'27"W	228.65
96	S89°24'27"W	1212.52
97	S89°24'27"W	811.73
98	S89°24'27"W	228.65
99	S89°24'27"W	1212.52
100	S89°24'27"W	811.73

**LOT AREA IN ACRES**

LOT #	ACRES
1	11.83 AC.
2	12.89 AC.
3	14.31 AC.
4	14.25 AC.
5	17.82 AC.
6	18.12 AC.
7	17.35 AC.
8	18.22 AC.
9	18.84 AC.
10	16.48 AC.
11	15.16 AC.
12	17.79 AC.
TOTAL	223.84 AC.

**BASIS OF BEARING:**  
GEODETIC OR TENUED BY GPS

**SUBDIVISION AREA:**  
303.84 (340.33)

**OWNERS OF RECORD:**  
MERRING G. & EDNA J. ANDERSON

**COTTONWOOD CREEK RANCH:**  
E.B. & Charlotte, Inc.  
PROFESSIONAL LAND SURVEYORS,  
ENGINEERS, & LAND PLANNERS  
P.O. BOX 14844, MISSOULA, MONTANA 59713  
(406) 549-5222, FAX (406) 549-5003  
E11 PRODUCE NO. 10 5071  
MERRING G. ANDERSON, 1999  
PLAT NUMBER AUGUST 28, 2000



**LEGEND**

- ① SET 5" OF BEAR IN 1/2" ALUMINUM CAP INTO ELL 9129 LS
- ② SET 5" OF BEAR IN 1/2" ALUMINUM CAP INTO ELL 9129 LS
- ③ SET 5" OF BEAR IN 1/2" PVC INTO ELL 9129 LS
- ④ RECORD PER 1988 OLD SURVEY NOTES AND PLAT
- ⑤ RECORD PER DONALD A. HENNINGSON (1177 FS) CORNER RECORDED POINTS
- ⑥ FOUND THIS SURVEY
- ⑦ SIGN OF SURV
- ⑧ PUBLIC UTILITY EASEMENT
- ⑨ REPRESENTIVE EASEMENT
- ⑩ CHAINS (IN FEET)
- ⑪ CENTERLINE

**NOTES**

1) ALL PROPERTY CUTS ARE "TOLERABLE AREA" SHALL NOT BE CONSTRUCTED UPON

2) THE SOUTH BOUNDARY OF LOTS 4-12 IS APPROXIMATE OF PREVIOUSLY ADJACENT

PLAT C-515  
1999-05

I certify that this plat conforms to the requirements of Section 70-3-441(2)(a), MCA, and that regulations adopted pursuant thereto.

STATE OF MONTANA  
COUNTY OF POWELL  
SHEET 1 OF 1

## DECLARATION OF PROTECTIVE COVENANTS

## COTTONWOOD CREEK RANCH

This Declaration, made this 8<sup>th</sup> day of Sept., 2000, by Sherman G. and Bonnie J. Anderson, hereinafter called the Declarants.

The undersigned, owners of real property situated in Powell County, Montana, particularly described as follows:

A tract of land located in the North One-Half (N 1/2) of Section 1, Township 7 North, Range 9 West, Principal Meridian, Montana, Powell County, Montana; containing 300 acres, more or less, subject to all easements and exceptions, existing or recorded, being known and filed with the Powell County Clerk and Recorder as COTTONWOOD CREEK RANCH;

hereby declare they wish to apply the following Declaration of Protective Covenants to the above-described property.

FURTHERMORE, the Declarants wish to establish a property owner association for this subdivision, hereinafter called the Association, in order to make assessments to maintain Deer Haven Drive.

NOW THEREFORE, the Declarants hereby declare that all Real Property described above shall be held, conveyed, and sold, subject to the following protective covenants, restrictions, and property owner association requirements. These covenants, restrictions, and property owner association requirements shall run with the real property and shall be binding upon all parties having or acquiring any right, title, or interest in the real property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the owner thereof.

## PROTECTIVE COVENANTS

The following protective covenants are applicable to the above-described Real Property are as follows:

Section 1 Land Use and Building Types. No building shall be constructed or placed on either lot other than one (1) detached site-built single family residential building and outbuildings as appropriate, i.e. garage, small barn, shed, or shop. Modular, manufactured, or mobile homes are not permitted on any lot. No buildings or structures shall be located within twenty five (25) feet of any property line, nor shall they be located outside the "Buildable Area" as shown on the subdivision plat. The owner of each lot is responsible for payment of all utility costs. No lot shall be further subdivided.

1

149440  
State of Montana, County of Powell  
Recorded SEPT. 20 2000 at 2:00 PM  
Book 226 of MISC. Page 209  
By Karla M. Anderson Clerk & Recorder  
Dep./Fee \$ 36.<sup>00</sup>  
Ret. To: SUN UP VENTURES LLC, 346  
EMERY ROAD, DEER LODGE, MT 59722

Section 2 Property Owner Association. It is highly suggested that the property owners of this subdivision form an Association to oversee the proper development, maintenance, and quality of life for the residents of this subdivision. The Association should meet regularly to address these covenants and enforcement thereof if necessary, to provide a forum for discussion of any issues, and generally to promote the quality, rural residential development and lifestyle envisioned by the Declarants. Specifically, the Association should, through assessments of all lots within the subdivision, be able to formally maintain Deer Haven Drive as required in Section 3 below.

Section 3 Road and Driveways Maintenance Agreement. In consideration of the mutual benefits to be derived by the owners of this subdivision in use of Deer Haven Drive and the shared driveways as shown on the plat, the Declarant, and all subsequent lot owners hereby agree to the following:

- a. The Declarants and subsequent owners of any lot within the properties herein described, shall maintain Deer Haven Drive in a manner consistent with safe vehicular use, to include snowplowing, dust control, repair, and/ or other improvements as necessary. Improvements to said roadway shall be performed or contracted for upon an even or majority vote of the owners said property. Each lot constitutes one vote, regardless of the number of owners per lot.
- b. The amount of regular assessments for normal and continual maintenance, and method and timing of collections thereof shall be determined by an even or majority vote of all lot owners. The property owners shall be equally, jointly, and severally liable for the cost of all necessary and continual maintenance of said roadway. The Declarants, their heirs and assigns accept no liability for use of said roadway.
- c. Any amounts deemed necessary for such repair, maintenance, or operation of said roadway, together with a reasonable interest rate and cost of collection thereof, shall be attributable to each owner of the subdivision described herein. Each assessment, together with interest thereon and cost of collection thereof, shall be the obligation of the owners of the subdivision when the assessment becomes payable.
- d. The shared driveways shall be maintained and costs paid for in a likewise manner by the owners of the lots which share the driveways between them, in addition to the cost and performance of regular maintenance of Deer Haven Drive as described above. All driveways shall be continually snowplowed and otherwise properly maintained to allow for emergency vehicle access.
- e. Whether or not an Association is created, all lot owners shall be responsible for paying assessments as described within these covenants in a manner set forth by agreement among a majority of all lot owners. Any meeting set to discuss road and driveway maintenance or any other relevant issues must be duly noticed in writing to all lot owners affected, giving them reasonable time to plan for attendance of the meeting.

Section 4 Grading, Landscaping, and Weed Control. All structures and driveways shall have a finished grade so as to have a positive drainage away from buildings and driveways. Lot owners shall apply sod or reseed in grass any disturbed ground within the same season to minimize weed growth. Lot owners are responsible to eradicate all weeds and to keep all ground in a healthy, vegetated, irrigated, mowed, and otherwise properly maintained condition on their lot. Irrigation for each lot shall take place through use of individual wells and sprinklers. Any signs of overgrazing by domestic animals shall be immediately alleviated by temporary discontinuance of grazing upon the area in question and reseeded or sodding that area. The planting of hardy trees and shrubs is encouraged, and all trees and shrubs shall be maintained in a healthy and appealing condition. The roadway, grassy drainage swales and landscaping within the Deer Haven Drive 60-foot private access easement shall be maintained by the property owners of this subdivision. Costs for landscape maintenance along Deer Haven Drive shall be assessed in a manner similar to maintenance of the road as described above in Section 3.

Section 5 Garbage and Junk. All garbage shall be placed in sturdy plastic garbage bags and stored in animal-proof containers of metal, plastic, or other suitable materials and shall have sufficiently tight-fitting covers to prevent the escape of noxious odors. All garbage shall be removed from the premises on at least a weekly basis. No part of any lot shall be used for storage or dumping of garbage, waste, trash, junk, including junk vehicles, equipment or scrap iron, or other rubbish. Storage of firewood shall not be considered in violation of this section, but only if such firewood is neatly stacked.

Section 6 Nuisances. Due respect shall always be given the natural environment, the wildlife, and to the rest and repose of nearby residents. No noxious or offensive activities shall be carried on or permitted upon any of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other lots in this subdivision; nor shall the premises be used in any way for any purpose which may endanger the health or safety of, or unreasonably disturb the residents of any lot. Such prohibited activities may include use of fireworks, firearms (except in emergencies), excessive lighting, or loud machinery operated during late evening or early morning hours.

Section 7 Animals and Pets. A reasonable number of domestic animals or pets residing on the premises may be permitted by the owner of each lot. Pets shall not be allowed to roam, to become a nuisance to neighbors, nor be allowed to chase wildlife. If domestic animals are kept on a lot, the number shall be low so as to prevent any overgrazing or trampling of the grass to a point where overgrazing or bare ground becomes evident.

Section 8 Wildlife. Owners must accept the responsibility of living with wildlife. The following measures are intended to reduce the potential for human-wildlife conflicts:

- a. Barbecue grills should be cleaned and stored indoors when not in use.
- b. Fence and protect flowers, ornamental shrubs, fruit trees, and gardens which may be susceptible to damage from wildlife. Plant native vegetation for landscaping and revegetation. Harvest all fruit trees properly so as not to allow an accumulation of rotting organic matter which is a prime wildlife attractant.

- c. Enclose gardens with a fence one foot below ground level and at least six feet in height, with the top rail made of something other than wire to prevent wildlife from entanglement. d. Do not use or maintain any lot or part of a lot as a dumping ground. Do not allow any rubbish, trash, or other waste to accumulate, except in sanitary containers. Empty and remove waste in such containers from the premises at least on a weekly basis. Store all garbage in containers of metal, plastic, or other suitable material which has sufficiently tight-fitting covers to prevent entrance or destruction by wild animals.
- d. Store pet and livestock food, such as hay, alfalfa, pellets, and grain indoors or in wildlife proof containers. Feed domestic pets indoors or in enclosed areas to prevent the attraction of wildlife.
- e. Do not allow domestic pets, such as dogs, cats, etc. to run freely and potentially harass wildlife. Besides loss of life and the maiming of wildlife, this harassment also causes unnecessary energy expenditures and can displace animals to less suitable habitats.
- f. The keeping of rabbits, chickens, turkeys, pigs, sheep, and goats is highly discouraged. If such animals are kept, build sturdy cages or fences to protect domestic animals from wildlife. These animals have no defense against predators and can be an attractive food source to certain wildlife species.
- g. For further information on lowering the potential conflicts between wildlife and humans, please contact the Montana Department of Fish, Wildlife & Parks.

Section 9 Building Construction, Colors, and Maintenance

- a. Powell County Land Use/ Development Regulations require that a Development Certificate or a Conditional Use Permit be obtained before land use changes are implemented. Constructing or placing a residence on a subdivision lot are considered land use changes.
- b. Building Construction. All buildings shall be constructed to Uniform Building Code Standards.
- c. Building Colors. All buildings shall be neatly painted or stained with earth tone colors, i.e. greens, browns, and grays.
- d. Building Maintenance. All buildings shall be properly maintained so as to have a neat external appearance and safe external and internal structure.
- e. Building sites. All construction of buildings or other structures (not to include fences) shall take place not closer than twenty five (25) feet from any property line and only within the "Buildable Area" as shown on the subdivision plat.
- f. Building size. All residences shall have a minimum fifteen hundred (1500) square feet of ground floor area. All residences shall have a minimum double car garage, attached or detached to the residential structure.
- g. Utilities, i.e. cables, etc. should be installed underground.

Section 10 Area of Riparian Resource Area Cottonwood Creek flows within a riparian corridor through the southern portion of Lots 1-11 and the northern portion of Lot 12. The Buildable Area of Lots 1-11 extends to a location just north of the northern bench for the creek. Individual lot lines run to the area of the creek. Property owners and their guests are allowed pedestrian access to the creek within their individual lot areas. However, south of the Buildable Area on Lots 1-11, fences, structures, livestock grazing, or any alterations of the land are not

permitted. However, livestock grazing on a limited basis within the riparian area may be allowed during certain periods of the year to keep vegetative growth down. The purpose of this section is to leave the riparian area in a natural state.

Section 11 Enforcement. These covenants are understood and agreed to be and shall be taken and held for the benefit of all lot owners, be they such now or become such hereafter, and all covenants herein shall attach to the land and run with the title hereto and shall be binding on all lot owners in the said real property.

The Declarants, or any lot owner shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, reservations, and charges now or hereafter imposed by the provision of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both.

Should any lawsuit or other legal proceedings be instituted by the Declarant or owner against an owner who is alleged to have violated one or more of the provisions of this Declaration, the party that loses shall pay the attorney's fees and court costs for both the Plaintiff and Defendant.

Failure to enforce any of the restrictions, rights, reservations, limitations, and covenants contained herein shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. All deeds shall be given and accepted upon these expressed understanding that the said real property has been carefully planned as a desirable residential subdivision exclusively and to assure owners that under no pretext will there be an abandonment of the original plan to preserve the property as such.

Section 12 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 13 Amendment. These covenants and property owner association requirements established herein shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, or by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns in perpetuity. These covenants may be waived, abandoned, terminated, modified, or altered as to the whole of the said real property or any portion thereof with the written consent of the owners of at least three-quarters (3/4) all lots covered by these restrictions. Each lot is allocated one vote. No such waiver abandonment, termination or modification shall become effective until a proper instrument in writing shall be executed and recorded in the office of the Clerk and Recorder of Powell County, Montana.

Section 14 Liability of Declarant. The relationship between the Declarant and the property owners shall be deemed to be that of independent contractors and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this declaration to any person or entity except such liabilities and obligations as the Declarant have expressly assumed herein.

\* \* \* \* \*

IN WITNESS THEREOF, the undersigned have caused these Declaration of Protective Covenants for the COTTONWOOD CREEK RANCH subdivision to be executed this 8<sup>th</sup> day of September, 2000.

ss Sherman G. Anderson  
Sherman G. Anderson

ss Bonnie J. Anderson  
Bonnie J. Anderson



State of Montana County of Powell

On this 8<sup>th</sup> day of September, 2000, before me personally appeared Sherman G. Anderson and Bonnie J. Anderson, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

ss Tammie L. Cooper  
Notary Public for the state of Montana; Residing at Deer Lodge, Montana.

My commission expires February 27, 2002



Shopping Cart: 0 items [\$0.00]

[New Search](#)

[History](#)

[Payoff](#)

[PayTaxes](#)

[Help](#)

**Parcel#:** 0000706483

**Status:** Current

**Receipt:** 4267

**2024 Owner(s):**  
HILL JAMES M & SUSANNE M

**Mailing Address:**  
992 DEER HAVEN DR  
DEER LODGE, MT 597229467

**Legal Description:**  
COTTONWOOD CREEK RANCH MAJOR SUB, S01, T07 N, R09

[Tax Comparison](#)

**2024 Value:**

**Market:** \$799,169  
**Taxable:** \$10,919

[Detail](#)

**2024 Taxes:**

[View Pie Charts](#)

**First Half:** \$2,782.64 **Due:** 11/30/2024  
**Second Half:** \$2,782.61 **Due:** 5/31/2025  
**Total:** \$5,565.25

[Show Current Tax Bill](#)

[Detail](#)

**2024 Payments:**

**First Half:** \$2,866.51  
**Second Half:** \$0.00  
**Total:** \$2,866.51

(May include penalty & interest)

**2024 Legal Records:**

**Geo Code:** 28-1578-01-1-01-20-0000 **Deed Book:** 140 **Page:** 470 **Instru#:** 182202 **Date:** 2021-05-10

**Property address:** 992 DEER HAVEN DR, DEER LODGE MT 59722

**Subdivision:** (CCR) SubDivision CCR **Lot:** 8

**TRS:** T07 N, R09 W, Sec. 01

**Legal:** COTTONWOOD CREEK RANCH MAJOR SUB, S01,  
T07 N, R09 W, Lot 8, ACRES 18.23, PLAT  
C-515

**Acres:** 18.23

**Note:** The accuracy of this data is not guaranteed. If you believe there is an error on the property owner's name, geo-code, address, etc., or have questions regarding your market and/or taxable value, please contact the Montana Department of Revenue - Butte Office at 406-691-7111. Property Tax data was last updated 04/11/2025 11:00 AM.

**Send Payment To:**

Powell County Treasurer  
409 Missouri Ave Ste 204  
Deer Lodge, MT 59722  
(406) 846-9797

Monday - Friday 8:00 AM to 5:00 PM





Shopping Cart: 0 items [\$0.00]

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[PayTaxes](#)

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**Parcel#:** 0000706484

**Status:** Current

**Receipt:** 4268

**2024 Owner(s):**  
HILL JAMES M & SUSANNE M

**Mailing Address:**  
992 DEER HAVEN DR  
DEER LODGE, MT 597229467

**Legal Description:**  
COTTONWOOD CREEK RANCH MAJOR SUB, S01, T07 N, R09

[Tax Comparison](#)

**2024 Value:**

**Market:** \$27,675  
**Taxable:** \$515

[Detail](#)

**2024 Taxes:**

**First Half:** \$144.84 **Due:** 11/30/2024  
**Second Half:** \$144.83 **Due:** 5/31/2025  
**Total:** \$289.67

[View Pie Charts](#)

[Show Current Tax Bill](#)

[Detail](#)

**2024 Payments:**

**First Half:** \$149.20  
**Second Half:** \$0.00  
**Total:** \$149.20

(May include penalty & interest)

**2024 Legal Records:**

**Geo Code:** 28-1578-01-1-01-30-0000 **Deed Book:** 140 **Page:** 470 **Instru#:** 182202 **Date:** 2021-05-10

**Property address:** 992 DEER HAVEN DR, DEER LODGE MT 59722

**Subdivision:** (CCR) SubDivision CCR **Lot:** 9

**TRS:** T07 N, R09 W, Sec. 01

**Legal:** COTTONWOOD CREEK RANCH MAJOR SUB, S01,  
T07 N, R09 W, Lot 9, ACRES 18.61, PLATC-  
515

**Acres:** 18.61

**Note:** The accuracy of this data is not guaranteed. If you believe there is an error on the property owner's name, geo-code, address, etc., or have questions regarding your market and/or taxable value, please contact the Montana Department of Revenue - Butte Office at 406-691-7111. Property Tax data was last updated 04/11/2025 11:00 AM.

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