

PLAT OF

LINLEE LAKE ESTATES SUBDIVISION

BEING A PORTION OF TRACT 2 OF CERTIFICATE OF SURVEY No. 963
SITUATED IN THE NW1/4 OF SECTION 30, T. 1 S., R. 25 E., P.M.M.
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LEE MYERS & LINDA E. MYERS
PREPARED BY : ENGINEERING, INC.
SCALE : 1"=100'

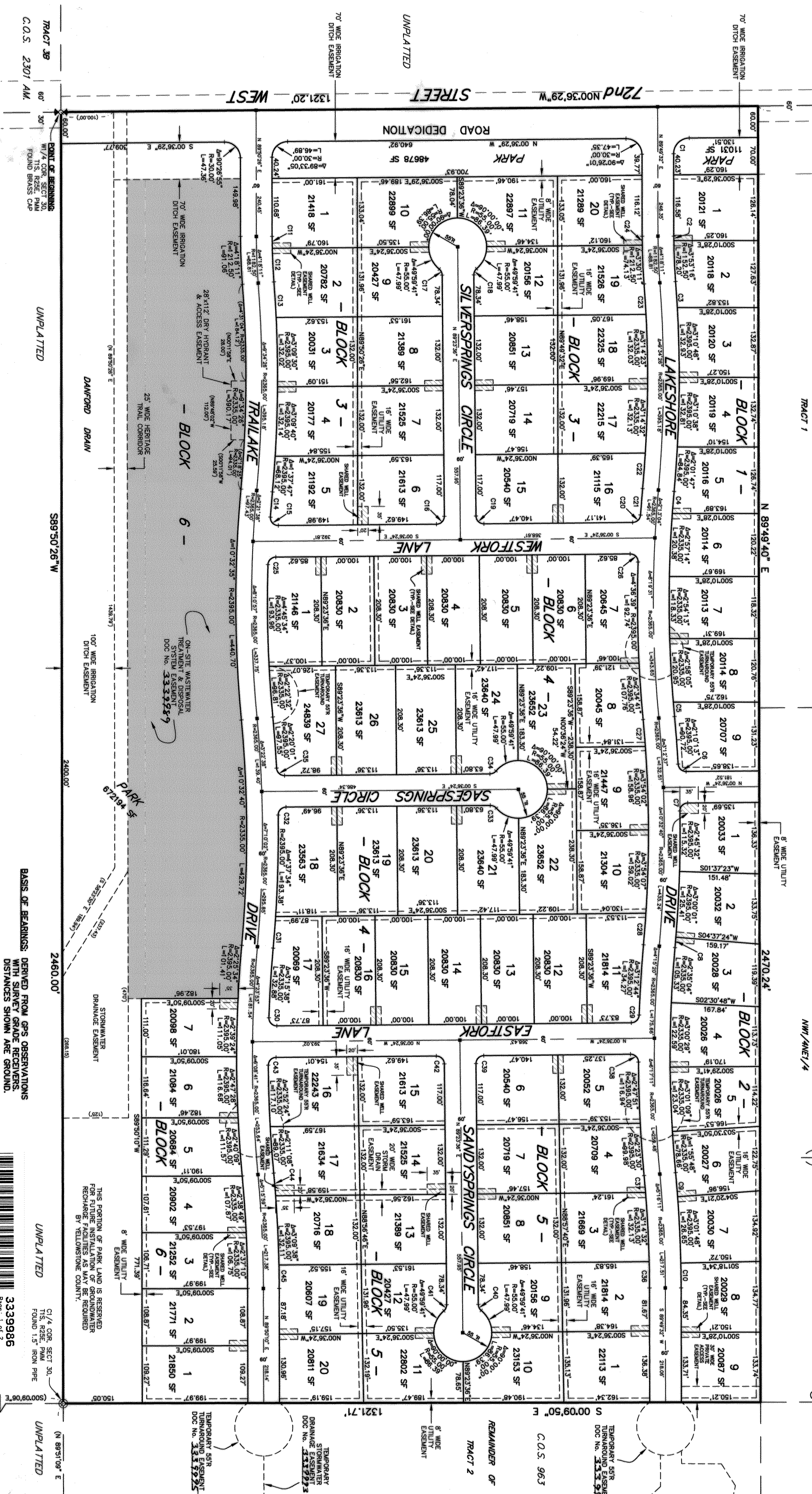
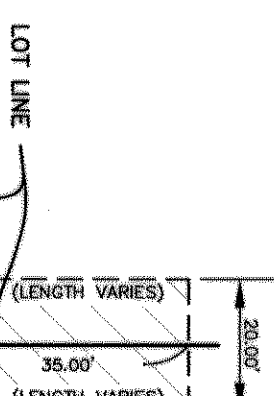
MARCH, 2005
BILLINGS, MONTANA

CERTIFICATE OF SURVEY No. 412

NW1/4NE1/4



SHARED WELL
EASEMENT DETAIL
NOT TO SCALE



CURVE DATA

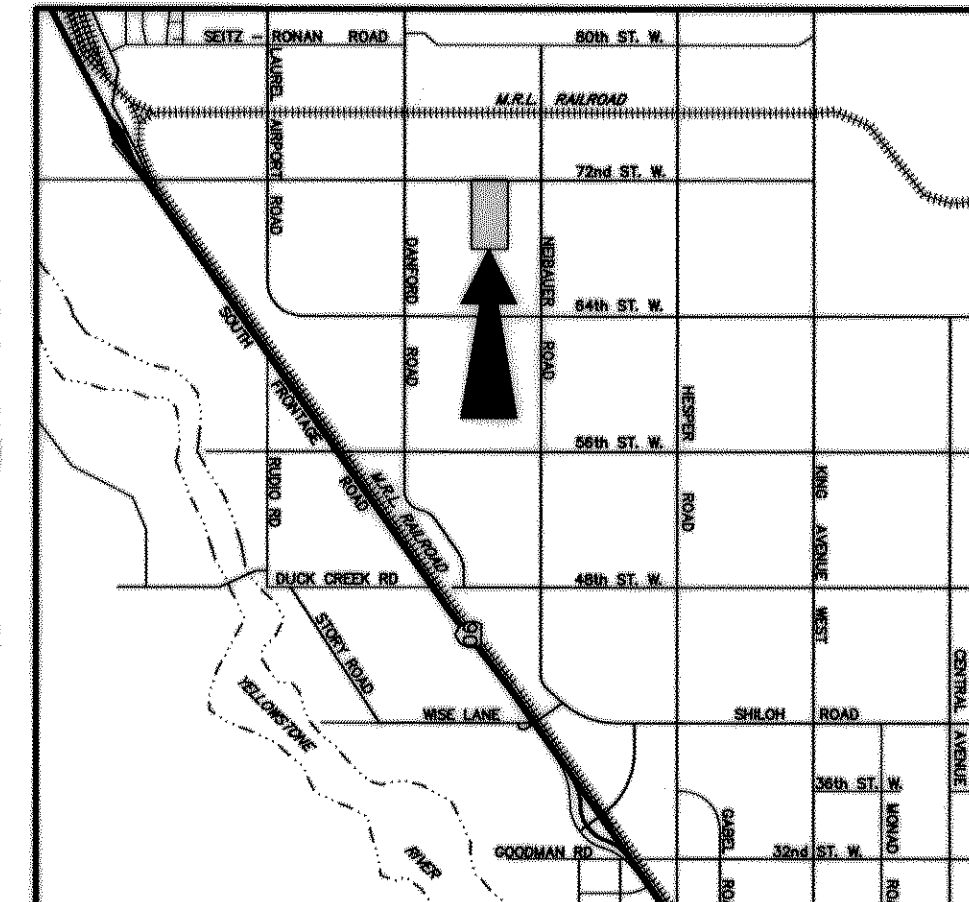
CURVE	DELTA	CHORD	LENGTH	RADIUS	LENGTH	DELTA	RADIUS	LENGTH	DELTA	RADIUS	LENGTH
C1	89.34.40"	30.00'	48.80'	112.40'	22.35'	112.37'	2395.00'	50.80'	178.39'	2395.00'	60.37'
C2	07.43.45"	1152.80'	8.33'	1152.80'	311.31'	1152.80'	64.20'	1152.80'	9021.03'	15.00'	13.09'
C3	11.11.32"	2335.00'	48.80'	112.40'	22.35'	112.37'	2395.00'	50.80'	178.39'	2395.00'	60.37'
C4	07.43.45"	1152.80'	8.33'	1152.80'	311.31'	1152.80'	64.20'	1152.80'	9021.03'	15.00'	13.09'
C5	07.43.45"	1152.80'	8.33'	1152.80'	311.31'	1152.80'	64.20'	1152.80'	9021.03'	15.00'	13.09'
C6	07.43.45"	1152.80'	8.33'	1152.80'	311.31'	1152.80'	64.20'	1152.80'	9021.03'	15.00'	13.09'
C7	07.43.45"	1152.80'	8.33'	1152.80'	311.31'	1152.80'	64.20'	1152.80'	9021.03'	15.00'	13.09'
C8	07.43.45"	1152.80'	8.33'	1152.80'	311.31'	1152.80'	64.20'	1152.80'	9021.03'	15.00'	13.09'
C9	07.43.45"	1152.80'	8.33'	1152.80'	311.31'	1152.80'	64.20'	1152.80'	9021.03'	15.00'	13.09'
C10	07.43.45"	1152.80'	8.33'	1152.80'	311.31'	1152.80'	64.20'	1152.80'	9021.03'	15.00'	13.09'

BASIS OF BEARINGS: DERIVED FROM GPS OBSERVATIONS
WITH SURVEY GRADE RECORDS.
DISTANCES SHOWN ARE GROUND.



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07/13/2005 02:14P

VICINITY MAP



PLAT OF

LINLEE LAKE ESTATES SUBDIVISION

BEING A PORTION OF TRACT 2 OF CERTIFICATE OF SURVEY No. 963
SITUATED IN THE NW1/4 OF SECTION 30, T. 1 S., R. 25 E., P.M.M.

YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LEE MYERS & LINDA E. MYERS
PREPARED BY : ENGINEERING, INC.

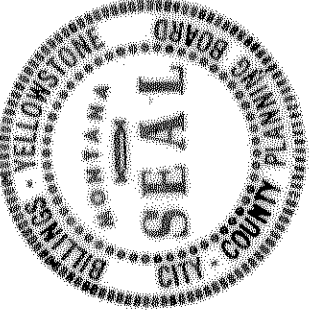
MARCH, 2005
BILLINGS, MONTANA

NOTICE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date June 29, 2005 President [Signature]
Executive Secretary [Signature]



CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) / 76-3-207(3), M.C.A.

Date June 29, 2005
Yellowstone County Treasurer [Signature]
Deputy [Signature]

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT

This Subdivision Plat has been reviewed and approved by the Yellowstone City/County Health Department and the State Department of Environmental Quality.

[Signature] Health Officer or Authorized Representative
Yellowstone City/County Health Department



SUBDIVISION IMPROVEMENT AGREEMENT

Document No. 3339987

SANITARY RESTRICTIONS

Document No. 3339988

DECLARATION OF RESTRICTIONS ON TRANSFERS AND CONVEYANCES

Document No. 3339992

Restrictions - 3339990

CERTIFICATE OF COUNTY ATTORNEY

This document has been reviewed by the Yellowstone County Attorney's office and is acceptable as to form.

DATED: June 3, 2005
Reviewed by: [Signature]

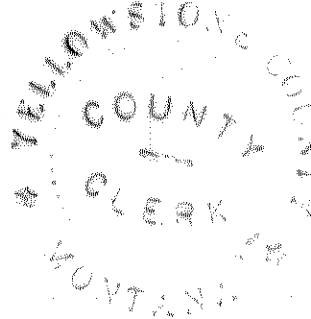
CERTIFICATE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss

We hereby certify that we have examined the annexed PLAT OF LINLEE LAKE ESTATES SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana and that the requirements for park donation have been met to the satisfaction of the Yellowstone County Board of Planning. It is therefore approved and accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of Yellowstone County, Montana, this 3rd day of July, 2005.

BOARD OF COUNTY COMMISSIONERS
By: [Signature] Commissioner
By: [Signature] Commissioner
By: [Signature] Chairman
Attest: [Signature] Clerk and Recorder



CONSENT TO PLATING

Document No. 3339991

DECLARATION OF PHYSICAL HAZARDS

Document No. 3339987

TEMPORARY STORMWATER DRAINAGE EASEMENT

Document No. 3339993

TEMPORARY TURNAROUND EASEMENT

Document No. 3339994 + 3339995

ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM EASEMENT

Document No. 3339989

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of Yellowstone) ss

KNOW ALL MEN BY THESE PRESENTS: That LEE MYERS and LINDA E. MYERS, the owners of the following described tract of land, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW 1/4 of Section 30, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Beginning at a point which is the NW 1/4 Corner of Section 30, T. 1 S., R. 25 E., P.M.M.; thence, from said Point of Beginning, along the westerly line of said Section 30, N 00°35'29" W a distance of 1321.20 feet; thence, leaving said westerly line, N 89°49'40" E a distance of 2470.24 feet to a point on the North/South mid-section line of said Section 30; thence, along said mid-section line, S 00°09'50" E a distance of 1321.71 feet to the C1/4 Corner of said Section 30; thence, along the East/West mid-section line, S 89°50'26" W a distance of 2480.00 feet to the point of beginning.

The park requirement for this subdivision has been met by a land donation pursuant to Section 76-3-62(1), M.C.A.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines, conduits, pipes and other appurtenances, under and across the areas designated on the plat as "UTILITY EASEMENTS" to have and to use the same for the purposes aforesaid. Said tract to be known and designated as LINLEE LAKE ESTATES SUBDIVISION, and the lands included therein, including all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

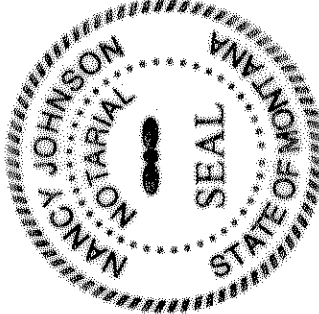
[Signature]
Lee Myers
[Signature]
Linda E. Myers

STATE OF MONTANA)

County of Yellowstone) ss

On this 17th day of July, 2005, before me the undersigned Notary Public for the State of Montana, personally appeared LEE MYERS and LINDA E. MYERS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

[Signature]
Notary Public in and for the State of Montana
Printed Name Nancy Johnson
Residing at Billings, MT
My commission expires 3 Aug 2008



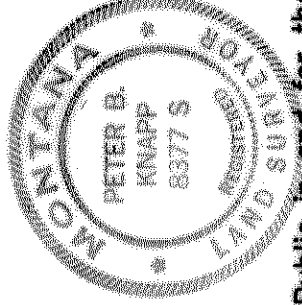
CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
County of Yellowstone) ss

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of March, 2005, a survey was conducted under his supervision of a tract of land to be known as LINLEE LAKE ESTATES SUBDIVISION, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown thereon and that the gross area is 74.7820 acres and the net area is 44.8250 acres.

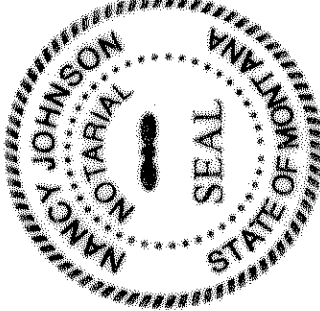
ENGINEERING, INC.

By: [Signature]
Montana Registration No. 8377-3



Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this 18th day of July, 2005.

[Signature]
Notary Public in and for the State of Montana
Printed Name Nancy Johnson
Residing at Billings, Montana
My commission expires 3 Aug 2008



Eng. Inc



3339990
 Page: 1 of 7
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**DECLARATION OF COVENANTS AND RESTRICTIONS
 LINLEE LAKE ESTATES SUBDIVISION FOR WATER AND WASTEWATER USERS
 AND RIGHT OF FIRST REFUSAL**

WHEREAS, the undersigned, LEE MYERS and LINDA E. MYERS, are the owners of the following described real property located in Yellowstone County, Montana, described more particularly within the plat of Linlee Lake Estates Subdivision on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3339986, and any amendment thereto (the "Plat");

WHEREAS, AQUANET, INC., is maintaining the privately owned water system and wastewater system to serve the above-described lots described in the Plat (the "Lots" or the "Lot," as the case may be), and desires to provide for the operation and maintenance of the water and wastewater systems.

NOW THEREFORE, the undersigned declare that the following restrictions shall run with the land and shall bind all owners of each of the above-described Lots, their heirs, successors and assigns.

1. Establishment of Water and Wastewater Systems. All of the Lots shall be served by the privately owned water and wastewater systems owned by Aquanet, Inc., or its successors and assigns ("Aquanet"). Each owner, lessee, occupant or user of the water system or wastewater system of a Lot in Linlee Lake Estates Subdivision on which a residence is located ("Lot Owner") shall be jointly and severally responsible for payment of all monthly and special fees and charges which Aquanet is permitted to charge by state laws, regulations and rules for privately owned water and wastewater utilities.

2. Covenant to Pay Water and Wastewater Fees. Lot Owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to Aquanet, all fees lawfully imposed by Aquanet for providing water and wastewater to and from each Lot Owner's Lot, and to waive any right Lot Owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption against said fees. Lot Owner and Lot Owner's grantees shall be jointly and severally liable for all unpaid fees due and payable at the time of conveyance of a Lot, but without prejudice to the rights of the grantee to recover from the grantor all such amounts paid by



the grantee. Aquanet may notify third parties, upon request, of the amount of unpaid fees on any Lot.

3. Remedies for Non-payment of Assessments. All unpaid fees for water and wastewater provided to any Lot by Aquanet, together with interest, collection costs, costs of suit, and reasonable attorneys' fees, shall constitute a lien on such Lot, and if filed of record, may be foreclosed by Aquanet, in the same manner as a construction lien. Such lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for assessments. All unpaid water and wastewater fees, together with interest, collection costs and costs of suit, and reasonable attorneys' fees, shall also be the personal obligation of the Lot Owner at the time the fees fell due and suit to recover a money judgment for unpaid fees shall be maintainable by Aquanet against Lot Owner without foreclosing or waiving the lien securing the same. In addition to the foregoing remedies, Aquanet may also shut off the water to the residence and shut off the sewer connection of any Lot Owner who fails to pay water and/or wastewater fees when due, and may continue to withhold water and sewer service to the residence until such time as all fees, together with accrued interest, are brought current, pursuant to the laws and regulations of the State of Montana and its agencies. All costs of collection of delinquent fees, including but not limited to, court costs, costs of filing liens, and attorneys' fees, shall be the obligation of the Lot Owner. No sale or transfer of a Lot shall relieve the acquirer from liability for past due fees or from the lien thereof. The obligation and duty for payment of unpaid assessments shall run with the land and be binding upon the Lot Owner and Lot Owner's heirs, successors and assigns.

4. Other Remedies. In addition to any other remedy available at law or in equity, Aquanet may shut off the water and wastewater systems to the residence or shut off the sewer connection of any Lot Owner who refuses to comply with any requirement of Aquanet, the State of Montana or its agencies, or Yellowstone County, pursuant to the laws and regulations of the State of Montana and its agencies.

Any Lot Owner who violates state laws or regulations governing the water and wastewater systems, which would permit the State or County to shut down the water and wastewater systems shall be liable to Aquanet and all other owners of Lots in Linlee Lake Estates for damages resulting from such shutdown. In



addition, the owner of the water and wastewater systems shall be entitled to obtain an injunction, prohibitory or mandatory, compelling a violating Lot Owner to comply with all such state laws and to take or cease all actions necessary to avoid shutdown of the water system and/or the wastewater system, or to start use of the systems if already shut down.

5. Obligations of Lot Owners and Tenants or Lessees.

Pursuant to the laws and regulations of the State of Montana and its agencies, and pursuant to this instrument, each Lot Owner shall have the following obligations:

- a. Each Lot Owner shall be responsible for installation, maintenance and repair, and the expense associated therewith, of the water and wastewater lines leading to and from the well or septic tank to the home on the Lot Owner's Lot, including the coupling connecting the water or wastewater lines to the well or wastewater lines.
- b. Each Lot Owner shall comply with Montana laws and regulations, including County regulation, governing use of single-family/shared water systems and public wastewater systems and state setback restrictions on placement of septic systems near wells.
- c. Each Lot Owner must keep Lot Owner's curb stop, fixtures and the water lines running from the water main into their residence in good working order, at Lot Owner's sole expense. Each Lot Owner must also keep the Lot Owner's wastewater lines in good and working order and at Lot Owner's sole expense, free of leaks. Waste of water is prohibited. Each Lot Owner must keep all waterways closed when not in use and wastewater lines open and free of clogging. Leaky fixtures and leaky and clogged lines must be repaired at once without waiting for notice from Aquanet. If reasonable notice is given by Aquanet, and the repair is not made, the water and the sewer service to Lot Owner's property may be shut off by Aquanet without further notice.
- d. A stop and waste cock must be placed at some convenient point inside of each Lot where it cannot freeze, and where water from the building can be readily shut off,



and the water pipes drained to prevent freezing, at the Lot Owner's expense.

- e. A meter may be installed on each Lot. Each Lot Owner must furnish proper protection of any meter installed from frost or other damage, and the meter must be located where it is easily accessible for reading purposes and for repairs. Where necessary for protection, a standard form of meter box will be placed by Aquanet. The actual cost of the box shall be paid by the Lot Owner.
 - f. Water rationing may be imposed by Aquanet. In the event that Aquanet determines that irrigation water needs to be rationed, Aquanet may impose water rationing in such manner as Aquanet shall determine as the most appropriate to conserve water resources, including, but not limited to, determining irrigation watering days where, for example, Lot Owners of the Lots on the north or east side of the well-head shall have even watering days and Lot Owners of the Lots on the south and west side of the well-head shall have odd watering days. The maximum draw for irrigating per Lot shall be ten (10) gallons per minute.
 - g. Each Lot Owner shall be responsible for and shall pay for all damage to the wastewater system due to disposal of any substance reasonably deemed by Aquanet to be inappropriately discharged into the wastewater system, including, but not limited to excess grease, non-biodegradable items, chemical or biological septic tank additives and the like.
 - h. Each Lot Owner grants unto Aquanet, its successors and assigns, unlimited access to the pump vault, power supply to the pump, and well head for maintenance, replacement, inspection, assessment and metering of the water system and wastewater system. Landscaping or vegetation shall not impede or encroach upon Aquanet's easement rights.
- 6. Limit on Liability.** In no event shall Aquanet be liable to any Lot Owner, property owner, his or her heirs, successors, assigns, family or guests, employees, agents, invitees, or lessees for any damages arising out of the



maintenance or repair of the water or the wastewater systems, including a break in water or wastewater lines.

7. Connection or Disconnection of Water and Wastewater Service. No plumber or other person will be allowed to make connection with any conduit, pipe or other fixture or to connect pipes when they have been disconnected, or to turn water off or on, on any premises without permission from Aquanet.

8. Discontinuation or Disruption of Water and Wastewater Service.

- a. A Lot Owner who, for any reason, including the vacating of the premises, wishes to have the water service permanently discontinued, shall give Aquanet at least 48 hours' notice and shall specify the date that service be discontinued. Until Aquanet has received such notice, the Lot Owner shall be held responsible for all service rendered to the premises.
- b. Notice will be given to Lot Owners, whenever possible, prior to shutting off water, but Lot Owners are warned that owing to unavoidable accidents or emergencies their water service may be shut off at any time. Aquanet shall not be liable for any damages to consumers, their fixtures, or property, resulting from disruption of water and wastewater service.

9. Designated Mixed Zone(s). Most Lot Owners will share a well with one other Lot Owner. No single-family or shared well shall be located within the designated mixing zone as shown on the recorded Montana Department of Environmental Quality Certificate of Subdivision Plat Approval and department approved sit layouts. All single-family and shared water wells shall be located as shown on the Department approved site layout.

10. Termination of Restrictions. The restrictions in this section shall terminate and be of no further force and effect in the event the wells, which provide water to the water system, are discontinued as a source of water and wastewater and abandoned in accordance with applicable laws and regulations of the Montana Department of Natural Resources and Conservation.

11. Amendment and Revocation. These covenants and restrictions may only be amended or revoked by affirmative vote



of owners of 67% of the Lots subject to these covenants, and with consent of Aquanet, its successors and assigns. No amendment or revocation will be effective until a written amendment or revocation signed by the required number of owners and by Aquanet, or its successors and assigns, is filed with the Yellowstone County Clerk and Recorder. If a Lot has more than one owner, only one owner need sign the written amendment or revocation.

12. Captions and Construction. The captions used herein as headings for the various paragraphs are for convenience only, and such captions are not to be construed to be part of this instrument or to be used in determining or construing the intent or context of this instrument.

RIGHT OF FIRST REFUSAL

Seller hereby grants unto Linlee Lake Estates Owners Association (the "Buyer"), a Right of First Refusal to purchase the private water and wastewater systems serving Linlee Lake Estates Subdivision, including the real property owned by Seller utilized for the water or wastewater systems, if Aquanet (the "Seller") elects to sell said property and receives an acceptable bona fide offer to purchase the same. Immediately upon receipt of such offer, Seller shall give Buyer written notice of this offer, together with a photocopy of the offer. Buyer shall have 30 days after receipt of such notice to notify Seller, in writing, of Buyer's election to purchase the property. If Buyer elects to purchase, Seller shall be obligated to sell to Buyer upon the same terms and conditions as contained in the bona fide offer, except that closing shall occur within 120 days after notice of Buyer's election to purchase. If Buyer elects not to purchase, or fails to notify Seller of their election to purchase within 30 days after receipt of a notice of a bona fide offer, this Right of First Refusal shall terminate and be of no further force or effect. This Right of First Refusal does not apply to gifts of the property to any persons or legal entities, provided, however, that in the event of a gift, the provisions of this Right of First Refusal continues to be binding upon the Seller's successors and assigns.

Any notice may be served personally or by certified mail, return receipt requested. Service by mail shall be complete on deposit in any United States Post Office.



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DATED this 17th day of May, 2005.

Lee Myers
LEE MYERS

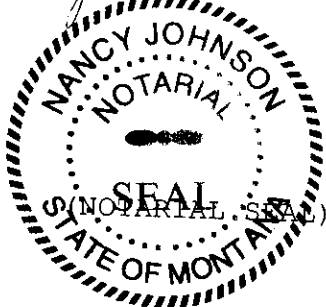
Linda E. Myers
LINDA E. MYERS

AQUANET, INC.

By: [Signature]
Its: President

STATE OF MONTANA)
County of Yellowstone) : ss.

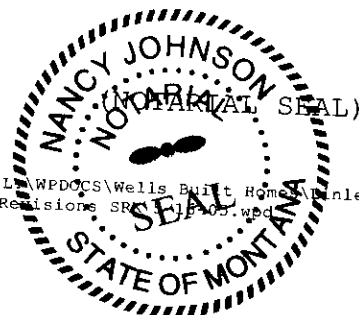
This instrument was acknowledged before me this 17th day of May 2005, by LEE MYERS and LINDA E. MYERS.



Nancy Johnson
Printed Name: NANCY JOHNSON
Notary Public for the State of Montana
Residing at Belling MT
My Commission Expires: 5 Sep 2008
(month, day, and four-digit year)

STATE OF MONTANA)
County of Yellowstone) : ss.

This instrument was acknowledged before me this 17th day of May 2005, by Wendy White as President of AQUANET, INC.



Nancy Johnson
Printed Name: NANCY JOHNSON
Notary Public for the State of Montana
Residing at Belling MT
My Commission Expires: 5 Sep 2008
(month, day, and four-digit year)



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Return to 1st ATT. Title
Att. Eric D-2000-1
204 N. 1st St.
N.J., N.J. 59/01

DECLARATION OF COVENANTS LINLEE LAKE ESTATES

Stone Creek L.L.C. being the owner of a real property herein described as LINLEE LAKE ESTATES, Yellowstone County, Montana, recorded as document number 3339986 at Yellowstone county, as the grantors, hereby subject said property to the conditions, covenants, and restrictions. These restrictions, conditions, covenants, and limitations will run with the land and shall be binding upon the present owners, and all subsequent grantees of any portion of any area included within the aforesaid legal description.

The immediate grantors and all future grantees, their heirs and assigns forever, of any portion of said property, covenant and agree by the acceptance of a conveyance to faithfully observe and comply with said restrictions, conditions, covenants, and limitations.

GENERAL RESTRICTIONS

1. None of the lots in the subdivision shall be used for any purpose or activity other than a purpose or activity herein specifically permitted, and no structure shall hereafter be erected or maintained on any lot or tract except a structure herein specifically permitted. Any structure hereafter placed or erected on any lot shall be of new construction.
2. Any structure hereafter to be erected on any lot shall be commenced within 30 days after equipment and/or materials used in the construction thereof are moved onto the sight. After construction has started, the work must continue without stops or pauses until the structure is completed. No building hereafter to be erected shall be commenced until written authority for the construction of such a building has been secured from the Architectural Committee.
3. No lot shall be used except for one or more of the following purposes or activities:
 - a. No trade, business, or commercial activity shall be conducted on any lot, with the exception of the developer or assigns using a home for an office, model home, or outbuilding for the benefit of the development.
 - b. Home business must follow the guidelines set by the City and County Regulations.
4. Domestic pets kept on any lot must be fenced or contained within the boundaries of the said property. Pets may not be kenneled or bred for commercial purposes.
5. Fencing shall at no time in any way be unsightly or detrimental in appearance. Fencing will not be allowed in the front yards, or any area between the front of the house and the street the house is facing. No barbed wire or woven wire fences are



Yellowstone County

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- allowed. Fencing facing streets shall not be chain link or wire fencing.
6. No structure shall hereafter be erected or placed on any lot except as follows:
- a. No more than one family dwelling shall be maintained on any lot.
 - b. Any unattached building may not exceed 1,200 square feet on the main level. The same siding and roofing used on the house must be used on all out buildings. All unattached structures must be at least 5 feet from all property lines. All roof pitches must be the same as the roof pitch of the house. No two story structures are allowed except for rooms built into the trusses.
 - c. Concurrent with the written approval to commence construction, the Architectural Committee shall approve the placement of the structure on the lot. No construction shall be started on a lot until the owner has submitted the plan to the developer, and the plan has been approved by the developer. All construction will be subject to approval by the developer or the architectural control committee. Any structure varying from the approved plan will be in violation of the contract and will be subject to prosecution and penalty. Plans must be submitted to the architectural control committee that are to scale and are on 11"x17" plans. A scalable plot plan must be included with the set of plans.
 - d. Exterior requirements, all homes must have at least a five twelve roof pitch unless a variation is received by the Architectural Committee. A masonry veneer is required on some part of the home.
 - e. Square footage requirements for dwellings will consist of the following:
 - i. Single story homes must have 1,250 square feet finished on the main level not counting garages or outside covered porches.
 - ii. Split entry homes must have 1,000 square feet above ground.
 - iii. All multi-level homes must have 1,650 square feet finished, of living area not counting the garage or outside covered porches.
7. No billboard or sign shall be erected, placed, or maintained on any lot, except for signs selling property.
8. All yards will be maintained on a year-round basis and will not be allowed to become unsightly. This includes the removal of noxious weeds and the proper disposal of trash and waste. Garbage containers shall be concealed from view. All yards must be landscaped to the extent that grass is planted and maintained and at least three trees are planted on the property. This must be completed within eighteen months of a home being occupied.



9. No outside privies or toilets shall be permitted on any lot, except during the construction period.
10. The parking of or servicing of commercial vehicles, trucks, recreational vehicles and trailers shall be in strict conformance with Yellowstone County zoning regulations. Recreational vehicles shall not be stored in the front of a home for more than seven consecutive days. No vehicle shall be allowed to be stored on any lot more than fourteen continuous days unless it is stored in a garage concealed from view. If an R.V. is stored on a lot it must be located behind the front of the house. A maximum of two R.V. units, vehicles or other types of storable units will be allowed to be stored outside. Parking vehicles or R.V.s on streets continuously longer than twenty four hours is prohibited.
11. No mining or drilling for oil or natural gas or extracting gravel, sand, or other earth materials shall be permitted on any real property within this subdivision.
12. Each owner of a lot or lots is required to connect, at owner expense, to the water system for household purposes and other public utilities at the time the site becomes available.
13. A yard light must be installed 10 feet back from the front lot line. This yard light shall be a minimum of 6 feet above the ground, and a maximum of 9 feet from ground level. It shall be connected to a photo-cell, which will turn the light on at dusk and off at dawn. The maintenance of this light shall be the responsibility of the homeowner.
14. Easements for the installation and maintenance of electric lines, telephone lines, domestic and irrigation water lines, wastewater ditches or pipelines, storm and sanitary sewer lines, and gas lines are hereby established as follows:
 - a. Easements as shown on the plat of this subdivision.
 - b. Existing easements of record.
 - c. Easements for installation and maintenance of future services. Easements shall follow as closely as possible the boundary lines between the lots, the commercial areas, and the park area. Required easements shall be 16 feet wide, 8 feet on either side of the boundary line, and the boundary line shall be the center of the easement and the easement shall be maintained by the respective property owners.
15. The Architectural Committee shall consist of five members, appointed by the undersigned, three of whom shall be the developers or their designees, and two of whom shall be lot owners. The developers or their designees shall have a right to be a member of said committee until all of the lots in this subdivision have been sold.



The Committee shall establish its own procedural rules and regulations for the consideration of all applications, for authority to commence construction of buildings on any lot, and for the consideration of all applications. In connection with any application, the committee may require submission to it of such plans, elevations, designs, and specifications as the committee deems appropriate to enable it to pass upon the application, all to the end that each building constructed on any lot shall be suitable to terrain and location. The committee can deny construction of a structure base on their voting decision. The committee may retain such consultants, as it deems appropriate. The decision of the majority of the committee shall be conclusive.

16. Any member of the committee may be removed at anytime by written petition signed by the owners of fifty percent (50%) or more of the lots.
17. Vacancy by reason of death, resignation, or removal of member shall be filled by written appointment signed by all owners of fifty percent (50%) or more of the lots.
18. Any provision herein may be amended or revoked, and additional provisions added at any time by written instrument duly signed and acknowledged by the owners of record of not less than sixty percent (60%) of the parcels covered under these covenants as described in the legal description on Page 1 herein.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisers, trustees, grantees, and all other parties claiming by, through or under them, shall be taken to hold, agree, and covenant with the owners of said lots, their heirs, devisees, trustees, grantees and assigns, and with each of the owners of said lots, to confirm and observe said restrictions as to the use of said lots, and the construction of improvements thereon. No restrictions therein set forth shall be personally binding upon any corporation, person, or persons, except to breaches committed during its, his, or their seizing of or title to said lands. The owner or owners of any of the above-described lands shall have the right to sue for breach of, or to enforce the observation of the restrictions above set forth, in addition to ordinary legal action for damages. The failure of the present owners, or the owner of any other lot, in the above-described subdivision, to enforce the restrictions herein set forth at the time of any violation thereof, shall in no event be deemed as a waiver of the right to do so. The grantees of any lot by the acceptance of a conveyance covenant and agree to faithfully observe, abide, and conform to all of the conditions. Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These restrictions shall remain and exist on the described real property for a period of not less than 25 years and may be extended for another 25 years by fifty percent (50%) of the owners of record at that time.



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IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

Stone Creek, L.L.C.

By: *Daniel W. Wells*

Its: *Managing member*

STATE OF MONTANA)

: ss.

County of Yellowstone)

This instrument was acknowledged before me on *July 14*, 2005, by

Daniel W. Wells as *Managing Member* of Stone Creek, L.L.C.

Cynthia R. Leuthold
Printed Name: *Cynthia R Leuthold*

Notary Public for the State of Montana

Residing at *Billings, MT*

(NOTARIAL SEAL) My Commission Expires: *3-21-2008*

(Month, day, and four-digit year)

