

**3025140**Page: 1 of 4
10/30/1998 04:19P

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
SECTION 76-4-101 THROUGH 76-4-131, MCA 1995)

TO: County Clerk and Recorder
Yellowstone County
Billings, Montana

E.Q. NO. 99-1409
Y.C.#2048

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **LOTS 1, 2, 3, 4 and 5 of BLOCK 1, STANHOPE SUBDIVISION**, located in part of Tract 2-D of Amended Tract 2 of Certificate of Survey no. 685, situated in the SE1/4 of SECTION 21, T.1S., R.25E., P.M.M., YELLOWSTONE COUNTY, MONTANA, consisting of 5 parcels have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT approval of the PLAT of subdivision is made with the understanding that the following conditions shall be met:

THAT Parcel sizes as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT LOTS 1, 2, 3, 4 and 5 shall each be used for ONE SINGLE-FAMILY DWELLING, and,

THAT each individual water system for LOTS 1, 2, 3, 4 and 5 will consist of WELLS drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 30-33 feet, and,

THAT each individual sewage treatment system for LOTS 1, 2, 3, 4 and 5 will consist of a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,



PAGE 2 of 3
STANHOPE SUB. LOTS 1-5
CLYDE STANHOPE
YELLOWSTONE CO.

E.Q. #99-1409

THAT the subsurface drainfield for LOT S 1 and 2 shall have an absorption area of sufficient size to provide 160 square feet of trench per bedroom, 140 square feet of trench per bedroom for LOT 3, and 130 square feet of trench per bedroom for LOTS 4 and 5, and

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply and sewage treatment systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer shall provide the purchaser of property with a copy of the Plat, approved location of water supply and sewage treatment system as shown on the attached lot layout and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapter 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2) (a), a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of Health under section 50-2-116 (1) (i), before filing a subdivision plat with county clerk and recorder.



3025140
Page: 3 of 4
10/30/1998 04:19P

PAGE 3 of 3
STANHOPE SUB. LOTS 1-5
CLYDE STANHOPE
YELLOWSTONE CO.

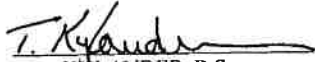
E.Q. #99-1409

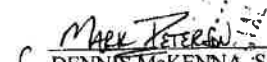
YOU ARE REQUESTED to record this certificate by attaching it to the Plat of said subdivision filed in your office as required by law.

DATED this 15th day of September, 1998.

MARK SIMONICH
DIRECTOR

REVIEWED AND APPROVED:


TED KYLANDER, R.S.
ENVIRONMENTAL HEALTH PROGRAM
YCCHD


for DENNIS MCKENNA, SUPERVISOR
SUBDIVISION SECTION
PERMITTING & COMPLIANCE DIVISION
DEPARTMENT OF ENVIRONMENTAL
QUALITY

OWNERS NAME:
CLYDE STANHOPE

APPROVED

Montana Department of
Environmental Quality
Permitting and Compliance Division

Permitting and Compliance Division
 Reviewer M. Petersen Date 10/1/98

8661 15 1998



Yellowstone County

HEALTH

0.00

3025140

Page: 4 of 4

10/30/1998 04:19P

STATUS DATE

27-164-21

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

subject: $\theta = 0.2$



April, 1997

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 20th
DAY OF October, 1997, BY & BETWEEN ANNA M. NACHATELO,
CLYDE STANHOPE AND DEBORAH JEAN SMITH, AS PERSONAL
REPRESENTATIVE FOR THE ESTATE OF WARREN KEITH SMITH, HEREINAFTER
REFERRED TO AS "SUBDIVIDER", AND THE COUNTY OF YELLOWSTONE,
MONTANA, HEREINAFTER REFERRED TO AS "COUNTY".

WITNESSETH

THAT WHEREAS, A PRELIMINARY PLAT OF AN AREA TO BE KNOWN AS
PLAT OF STANHOPE SUBDIVISION, FIRST FILING WAS SUBMITTED TO THE
YELLOWSTONE COUNTY PLANNING DEPARTMENT ON _____, 1997, AND
THAT THEY FURTHER RECOMMENDED ITS APPROVAL TO THE BOARD OF
COUNTY COMMISSIONERS SUBJECT TO CERTAIN RECOMMENDATIONS AND,

WHEREAS, A SUBDIVISION IMPROVEMENTS AGREEMENT IS REQUIRED
BETWEEN THE COUNTY AND SUBDIVIDER PRIOR TO THE APPROVAL OF THE
FINAL PLAT BY THE COUNTY COMMISSIONERS,

WHEREAS, NO FURTHER PUBLIC IMPROVEMENTS ARE REQUIRED AT
THIS TIME AS A RESULT OF THE PRELIMINARY PLAT;

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, FOR AND IN
CONSIDERATION OF MUTUAL PROMISES HEREIN CONTAINED AND FOR OTHER
GOOD AND VALUABLE CONSIDERATION. DO HEREBY AGREE AS FOLLOWS:

1. WATER AND SANITARY SEWER ARE NOT AVAILABLE IN THE SUBDIVISION
AT THIS TIME. THE INDIVIDUAL ON-SITE WATER AND SEWER SYSTEMS
INSTALLED, WILL BE BUILT AS APPROVED BY THE STATE OF MONTANA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES.

**3025141**Page: 2 of 8
10/30/1998 04:19P

2. PROVISIONS FOR HANDLING SURFACE RUN-OFF WILL BE ACCOMPLISHED BY GRADING INTERNAL STREETS TO DRAIN TO RETENTION AREAS ON SITE. ALL STREET INTERSECTION CULVERTS OR VALLEY GUTTERS WILL BE INSTALLED AS PART OF THE PRIVATE CONTRACT. THE REMAINING DRIVEWAY CULVERTS OR VALLEY GUTTERS WILL NOT BE INSTALLED UNTIL THE HOUSES ARE BUILT. THE RESPONSIBILITY OF SAID CONSTRUCTION WILL BE WITH THE OWNER OF THE LOT AT THE TIME OF CONSTRUCTION. THIS STATEMENT WILL BE INCLUDED IN THE BUY/SELL AGREEMENTS OF ALL THE LOTS. CULVERTS AND VALLEY GUTTERS WILL BE INCLUDED IN THE WAIVER. ALL IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY, INCLUDING DRIVEWAYS, CULVERTS OR VALLEY GUTTERS WILL BE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS AS APPROVED BY THE COUNTY PUBLIC WORKS OFFICE.
3. NOXIOUS WEED MANAGEMENT
RESTORATION OF CONSTRUCTION SITES
 1. BROADCAST SEED
 2. SEED TYPE AND RATE

SMOOTH BROMEGRASS	8 LBS PER ACRE
CRESTED WHEAT GRASS	4 LBS PER ACRE
WINTER WHEAT	10 LBS PER ACRE
 3. FERTILIZER
100 LBS OF 0-45-0 PHOSPHATE PER ACRE
 4. ROLLER PACK A MINIMUM OF THREE TIMES AFTER BROADCASTING SEED TO PACK SEED 1/4 INCH INTO SOIL.
 5. SEED NOVEMBER TO MARCH OR AS AUTHORIZED BY THE WEED DISTRICT.
 6. SEED MUST BE CERTIFIED NOXIOUS WEED SEED FREE.
4. SUBDIVIDER AGREES TO ACQUIRE A PERMIT FOR ANY APPROACHES AND TO NOTIFY THE COUNTY PUBLIC WORKS OF THE DATE AND HOUR CONSTRUCTION IS ANTICIPATED TO BEGIN ON THE REQUIRED IMPROVEMENTS, AND TO KEEP THE COUNTY PUBLIC WORKS INFORMED OF THE PROGRESS OF CONSTRUCTION. IF THE CONSTRUCTION IS STOPPED FOR ANY OTHER REASON THAN OVERNIGHT, HOLIDAYS AND WEEKENDS, THE SUBDIVIDER AGREES TO NOTIFY THE COUNTY PUBLIC WORKS OF STOPPAGE. FURTHER, SUBDIVIDER AGREES TO NOTIFY THE COUNTY PUBLIC WORKS NOT LESS THAN FOUR (4) HOURS BEFORE CONSTRUCTION IS SCHEDULED TO RESUME.

SIA 2 OF 6



Yellowstone County

SIA

6.00

3025141

Page: 3 of 8
10/30/1998 04:19P

5. THE SUBDIVIDER AGREES TO PETITION THE COUNTY COMMISSIONERS TO CREATE A MAINTENANCE DISTRICT FOR STREET AND STORM DRAINAGE SYSTEM MAINTENANCE. SAID DISTRICT SHALL BE IN PLACE PRIOR TO THE TERMINATION OF THE IMPROVEMENTS GUARANTEE PERIOD.
6. ALL NOXIOUS WEED ON THE LATEST YELLOWSTONE COUNTY NOXIOUS WEED LIST, MUST BE CONTROLLED ON ALL PROPERTIES IN THE SUBDIVISION. A NOXIOUS WEED MANAGEMENT PLAN MUST BE FILED AND UPDATED ANNUALLY FOR APPROVAL BY THE YELLOWSTONE COUNTY WEED BOARD. IT MUST CONTAIN THE NOXIOUS WEEDS BEING ADDRESSED AND THE PLAN FOR CONTROL OF THOSE WEEDS. ALL COST OF NOXIOUS WEED CONTROL IS THE RESPONSIBILITY OF THE PROPERTY OWNERS (OF RECORD). THE RIGHT OF WAY NOXIOUS WEED CONTROL IS THE RESPONSIBILITY OF THE DEVELOPER. ONCE THE SUBDIVISION MAINTENANCE DISTRICT IS FORMED, IT THEN BECOMES THE RESPONSIBILITY OF THE DISTRICT.
7. THERE IS ATTACHED HERETO A WAIVER COVERING THE RIGHT TO PROTEST CREATION OF A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID) WHICH BY THIS REFERENCE IS EXPRESSLY INCORPORATED HEREIN AND MADE AS MUCH A PART HEREOF AS THOUGH FULLY AND COMPLETELY SET FORTH HEREIN AT THIS POINT.
8. SURVEY MONUMENTS WILL BE INSTALLED IN COMPLIANCE WITH THE YELLOWSTONE COUNTY SUBDIVISION REGULATIONS.
9. SUBDIVIDER SHALL COORDINATE INSTALLATION OF GAS, TELEPHONE, ELECTRICAL POWER AND CABLE TELEVISION FACILITIES WITH THE VARIOUS UTILITY COMPANIES. ALL UTILITIES WILL BE PLACED UNDERGROUND, IF FEASIBLE.
10. IN THE EVENT IT BECOMES NECESSARY FOR EITHER PARTY TO THIS AGREEMENT TO RETAIN AN ATTORNEY TO ENFORCE ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR TO GIVE ANY NOTICE REQUIRED HEREIN, THEN THE PREVAILING PARTY OF THE PARTY GIVING NOTICE SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES AND COSTS.
11. THE COVENANTS, AGREEMENTS AND STATEMENTS IN THIS AGREEMENT APPLY TO AND SHALL BE BINDING ON THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE RESPECTIVE PARTIES.

SIA 3 OF 6



Yellowstone County

SIA

8.00

3025141

Page: 4 of 8
10/30/1998 04:19P

12. ANY AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT OR ANY PROVISION HEREIN SHALL BE MADE IN WRITING AND EXECUTED IN THE SAME MANNER AS THIS ORIGINAL DOCUMENT AND SHALL, AFTER EXECUTION, BECOME A PART OF THE AGREEMENT.
13. THE OWNERS OF THE PROPERTIES INVOLVED IN THIS PROPOSED SUBDIVISION BY SIGNATURE SUBSCRIBED HEREINBELOW AGREE, CONSENT AND SHALL BE BOUND BY THE PROVISIONS OF THIS AGREEMENT.
14. 76-3-607 (a). WAIVER OF LAND DEDICATION AND CASH DONATION REQUIREMENTS.
15. NO LOT WILL BE SOLD UNTIL ANNA DRIVE IS CONSTRUCTED. THE SUBDIVIDER WILL BUILD THE ROAD NO LATER THAN ONE (1) YEAR FROM THE FILING DATE AND A STOP SIGN AND STREET SIGN WILL BE INSTALLED AT THE CORNER OF ANNA DRIVE AND NIEBAUER ROAD. ANNA DRIVE WILL BE IMPROVED TO THE STANDARDS LISTED BELOW. CONSTRUCTION OF ANNA DRIVE IS AS FOLLOWS,
SUBGRADE = AS REQUIRED FOR A 24' WIDE GRAVEL SURFACE
GRAVEL SURFACE = 24' WIDE
9" BASE COURSE
2" LEVELING COURSE
16. CONSTRUCTION OF ANNA DRIVE IS THE RESPONSIBILITY OF THE SUBDIVIDER.
17. THE EXISTING DRIVE APPROACH FROM NIEBAUER ROAD AND THE 30' WIDE ACCESS EASEMENT ALONG THE WEST LINE OF SAID PROPERTY, THAT IS CURRENTLY SERVING SAID PROPERTIES WILL BOTH BE ABANDONED AND REMOVED WHEN ANNA DRIVE IS CONSTRUCTED.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND OFFICIAL SEALS ON THE DATE FIRST ABOVE WRITTEN.

"SUBDIVIDERS"

ANNA M. NACHATELO,
DEBORAH JEAN SMITH AS PERSONAL REPRESENTATIVE
FOR THE ESTATE OF WARREN KEITH SMITH; AND

CLYDE R. STANHOPE

BY:

Anna M Nachatelo

ANNA M. NACHATELO



BY: Deborah Jean Smith PR
DEBORAH JEAN SMITH AS PERSONAL
REPRESENTATIVE FOR THE ESTATE OF WARREN KEITH SMITH

BY: Clyde R. Stanhope
CLYDE R. STANHOPE

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF SEPTEMBER, IN THE YEAR OF 19 98
BEFORE ME, SHARON G. HAMILL A NOTARY PUBLIC IN AND FOR THE
STATE OF MONTANA, PERSONALLY APPEARED ANNA M. NACHATELO KNOWN
TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING CERTIFICATE OF
DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED THE
SAME. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL
SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill
NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF September, IN THE YEAR OF 19 98
BEFORE ME, SHARON G. HAMILL A NOTARY PUBLIC IN AND FOR THE
STATE OF MONTANA, PERSONALLY APPEARED DEBORAH JEAN SMITH AS
PERSONAL REPRESENTATIVE FOR THE ESTATE OF WARREN KEITH SMITH
KNOWN TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING
CERTIFICATE OF DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY
SIGNED THE SAME. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED
MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill
NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000



STATE OF MONTANA)ss

COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF September, IN THE YEAR OF
19 98 BEFORE ME SHARON G. HAMILL A NOTARY
PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED
CLYDE R. STANHOPE KNOWN TO ME TO BE THE PERSON WHO SIGNED THE
FOREGOING CERTIFICATE OF DEDICATION AND WHO ACKNOWLEDGED TO ME
THAT HE SIGNED THE SAME. IN WITNESS THEREOF, I HAVE SET MY HAND
AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill

NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA

RESIDING AT BILLINGS, MONTANA

MY COMMISSION EXPIRES JUNE 8, 2000

STATE OF MONTANA)ss

COUNTY OF YELLOWSTONE)ss

"COUNTY"

COUNTY OF YELLOWSTONE

BOARD OF COUNTY COMMISSIONERS

BY: Absent

BY: James A. Lieger, Sr.
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Pro Tem

BY: Mike Mathew

ATTEST Tommy Nore
COUNTY CLERK

STATE OF MONTANA)ss

COUNTY OF YELLOWSTONE)ss

ON THIS 20th DAY OF October, 1998, BEFORE ME,
A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY
APPEARED James A. Lieger, Sr., Mike Mathew, AND
Tommy Nore, KNOWN TO ME TO BE REPRESENTATIVES
OF THE BOARD OF COMMISSIONERS AND THE COUNTY CLERK AND
RECORDER FOR YELLOWSTONE COUNTY, MONTANA, THE PERSONS WHO
SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
THEY EXECUTED THE SAME. WITNESS MY HAND AND SEAL THE DAY AND
YEAR HEREIN ABOVE WRITTEN.

James R. Dexter
NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT Billings
MY COMMISSION EXPIRES 4/28/02

SIA 6 OF 6





3025141

Page: 7 of 8
10/30/1998 04:19P**WAIVER OF RIGHTS TO PROTEST**

FOR VALUABLE CONSIDERATION, THE UNDERSIGNED, OWNER OF THE HEREINAFTER DESCRIBED REAL PROPERTY, DOES HEREBY WAIVE THE RIGHT TO PROTEST THE FORMATION OF ONE OR MORE RURAL SPECIAL IMPROVEMENT DISTRICTS (RSID) FOR THE CONSTRUCTION AND MAINTENANCE OF STREETS, CURBS AND GUTTER, SIDEWALKS, DRIVEWAYS, SURVEY MONUMENTS, STREET NAME SIGNS, STREET LIGHTS, STREET LIGHT ENERGY AND MAINTENANCE, TRAFFIC CONTROL DEVICES ON SITE AND OFF SITE AS DETERMINED BY AN OVERALL TRAFFIC ACCESSIBILITY STUDY, SANITARY SEWER LINES, WATER LINES, VALLEY GUTTERS, CULVERTS, STORM SEWER LINES EITHER WITHIN OR WITHOUT THE AREA TO PROVIDE DRAINAGE FOR RUNOFF WATER FROM THE REAL PROPERTY HEREINAFTER DESCRIBED, PARK IMPROVEMENTS AND PARK MAINTENANCE DISTRICT, AND OTHER INCIDENTAL IMPROVEMENTS WHICH THE COUNTY OF YELLOWSTONE MAY REQUIRE.

THE WAIVER AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE RECORDED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF YELLOWSTONE COUNTY, MONTANA.

THE REAL PROPERTY HEREINABOVE MENTIONED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

ALL OF STANHOPE SUBDIVISION, FIRST FILING, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF YELLOWSTONE COUNTY, MONTANA.

WAIVER SIGNED AND DATED THIS ____ DAY OF ____, 199__.

"SUBDIVIDERS"**ANNA M. NACHATELO,**DEBORAH JEAN SMITH AS PERSONAL REPRESENTATIVE
FOR THE ESTATE OF WARREN KEITH SMITH; AND**CLYDE R. STANHOPE**BY: Anna M. Nachatelo
ANNA M. NACHATELOBY: Deborah J. Smith PR
DEBORAH JEAN SMITH AS PERSONAL
REPRESENTATIVE FOR THE ESTATE OF WARREN KEITH SMITHBY: Clyde R. Stanhope
CLYDE R. STANHOPE
WAIVER 1 OF 2



STATE OF MONTANA)ss

COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF SEPTEMBER, IN THE YEAR OF 1998,
BEFORE ME, SHARON G. HAMILL A NOTARY PUBLIC IN AND FOR THE
STATE OF MONTANA, PERSONALLY APPEARED ANNA M. NACHATELO KNOWN
TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING CERTIFICATE OF
DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED THE
SAME. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL
SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill

NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000

STATE OF MONTANA)ss

COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF September, IN THE YEAR OF 1998,
BEFORE ME, SHARON G. HAMILL A NOTARY PUBLIC IN AND FOR THE
STATE OF MONTANA, PERSONALLY APPEARED DEBORAH JEAN SMITH AS
PERSONAL REPRESENTATIVE FOR THE ESTATE OF WARREN KEITH SMITH
KNOWN TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING
CERTIFICATE OF DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY
SIGNED THE SAME. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED
MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill

NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000

STATE OF MONTANA)ss

COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF September, IN THE YEAR OF 1998
BEFORE ME, SHARON G. HAMILL A NOTARY PUBLIC IN AND FOR THE
STATE OF MONTANA, PERSONALLY APPEARED CLYDE R. STANHOPE KNOWN
TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING CERTIFICATE OF
DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED THE
SAME. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL
SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill

NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000

WAIVER 2 OF 2



3025142

Page: 1 of 5
10/30/1998 04:19P

PLAT OF
STANHOPE SUBDIVISION, FIRST FILING
HOMEOWNER'S ASSOCIATION
DECLARATION OF COVENANTS RUNNING WITH THE LAND

WHEREAS, PLAT OF STANHOPE SUBDIVISION, FIRST FILING
LOCATED IN PART OF TRACT 2D OF AMENDED TRACT 2 OF CERTIFICATE OF
SURVEY NO 685 SITUATED IN THE SE1/4 OF SECTION 21, T.1S., R.25E.,
P.M.M. YELLOWSTONE COUNTY, MONTANA

WHEREAS, ANNA DRIVE IS A PRIVATE ROAD, IN THE PLAT OF STANHOPE
SUBDIVISION, FIRST FILING AND THE REMAINDER OF TRACT 2D OF AMENDED
TRACT 2 OF CERTIFICATE OF SURVEY NO 685. THE OWNERS OF SAID TRACTS OF
LAND, AGREE THAT A HOMEOWNER'S ASSOCIATION CAN MOST EFFECTIVELY
PROVIDE FOR THE MAINTENANCE OF ANNA DRIVE.

NOW, THEREFORE, THE OWNER (S) OF THE PLAT OF STANHOPE
SUBDIVISION FIRST FILING AND THE REMAINDER OF TRACT 2-D OF
AMENDED TRACT 2 OF CERTIFICATE OF SURVEY NO 685, DO HEREBY
CREATE THE HOMEOWNER'S ASSOCIATION (HEREINAFTER CALLED
(ASSOCIATION), AGREE AND DECLARE THE FOLLOWING:

1. ALL OWNERS OF LAND IN THE PLAT OF STANHOPE SUBDIVISION
FIRST FILING AND THE REMAINDER OF TRACT 2D OF AMENDED
TRACT 2 OF CERTIFICATE OF SURVEY NO 685 SHALL BE MEMBERS
OF THE ASSOCIATION.
2. EACH PROPERTY OWNER SHALL BE ENTITLED TO ONE SHARE OF
THE ASSOCIATION. THE OWNER, OR OWNERS, OF EACH SHARE
SHALL BE ENTITLED TO ONE VOTE, FOR EACH SHARE OWNED,
AT ALL ASSOCIATION MEETINGS.
3. THE MAJORITY, TWO-THIRDS (2/3), OF THE SHARES VOTED AT ANY
ASSOCIATION MEETING SHALL BE SUFFICIENT TO CARRY OR PASS
ANY PROPOSAL BEFORE THE ASSOCIATION.
4. THE ASSOCIATION SHALL BE RESPONSIBLE FOR AND PROVIDE FOR
ALL NECESSARY MAINTENANCE, SNOW REMOVAL & DUST CONTROL
OF ANNA DRIVE INASMUCH AS ANNA DRIVE IS CONTIGUOUS WITH
THE PLAT



Yellowstone County

RES

30.00

3025142

Page: 2 of 5
10/30/1998 04:19P

5. THE ASSOCIATION SHALL ASSESS AND COLLECT FROM EACH PROPERTY OWNER A PROPORTIONATE SHARE OF THE COST OF MAINTENANCE OF THE SAID ROADWAY. THE COST SHALL BE PRO-RATED, EACH SHARE SHALL BE ASSESSED AN IDENTICAL AMOUNT. THE PROPORTIONATE ASSESSMENT SHALL BE COLLECTED FROM EACH AND EVERY PROPERTY OWNER IN ADVANCE OF THE WORK TO BE DONE IN ACCORD WITH THE ESTIMATED COST OF THE WORK TO BE DONE.
6. THE ASSOCIATION SHALL BE GOVERNED BY A BOARD OF THREE (3) DIRECTORS WHO SHALL BE ELECTED BY THE VOTE OF THE MAJORITY OF THE SHARES OF THE ASSOCIATION FROM AMONG THE MEMBERS OF THE ASSOCIATION. THE TERM OF OFFICE SHALL BE FOR THREE (3) YEARS WITH ONE DIRECTOR CHOSEN AT EACH ANNUAL MEETING OF THE ASSOCIATION, EXCEPT FOR THE FIRST DIRECTORS OF THE ASSOCIATION WHO SHALL BE ELECTED FOR A ONE (1) YEAR TERM, ONE DIRECTOR FOR A TWO (2) YEAR TERM, AND ONE DIRECTOR FOR A THREE (3) YEAR TERM. THE DIRECTORS SHALL AMONG THEIR NUMBER CHOOSE A CHAIRMAN WHO SHALL PRESIDE OVER ALL MEETINGS OF THE ASSOCIATION AND OF THE DIRECTORS, A SECRETARY AND TREASURER. THE SECRETARY SHALL MAINTAIN MINUTES OF ALL MEETINGS OF THE ASSOCIATION AND OF THE DIRECTORS AND SHALL ADVISE BY MAIL ALL MEMBERS OF THE ASSOCIATION OF ANNUAL OR SPECIAL MEETINGS OF THE ASSOCIATION. THE TREASURER SHALL COLLECT, MAINTAIN, ACCOUNT FOR, AND DISBURSE ALL FUNDS OF THE ASSOCIATION. ANY DISBURSEMENT OF FUNDS WILL BE BY SIGNATURE AND APPROVAL OF NO LESS THAN TWO DIRECTORS. THE DIRECTORS SHALL SERVE WITHOUT PAY. A TWO-THIRDS (2/3) PERCENT OF THE MEMBERS OF THE ASSOCIATION SHALL CONSTITUTE A QUORUM FOR ALL ASSOCIATION MEETINGS, AND A MAJORITY OF THE DIRECTORS SHALL CONSTITUTE A QUORUM FOR DIRECTOR MEETINGS. A DIRECTOR ONCE ELECTED CAN ONLY BE REMOVED FOR MISCONDUCT. IF A DIRECTOR SHALL QUIT OR BE REMOVED BEFORE THE COMPLETION OF HIS OR HER TERM OF OFFICE, A SUCCESSOR SHALL BE ELECTED FORTHWITH AT A SPECIAL MEETING OF THE ASSOCIATION.
7. THE ANNUAL MEETING OF THE ASSOCIATION SHALL BE HELD THE FIRST SATURDAY OF MAY EACH YEAR AT A TIME AND PLACE SET BY THE DIRECTORS. NOTICE OF THE ANNUAL MEETING AND ALL SPECIAL MEETINGS OF THE ASSOCIATION SHALL BE MAILED TO



ALL ASSOCIATION MEMBERS BY THE SECRETARY NO LESS THAN 10 DAYS IN ADVANCE OF THE MEETING. SPECIAL ASSOCIATION MEETINGS MAY BE CALLED BY A MAJORITY OF THE BOARD OF DIRECTORS TO CONDUCT ASSOCIATION BUSINESS. AT THE ANNUAL MEETING BY TWO-THIRDS (2/3) PERCENT MAJORITY VOTE OF THE ASSOCIATION SHARES, THE MEMBERS OF THE ASSOCIATION SHALL ELECT ONE DIRECTOR, VOTE ON THE MAINTENANCE, SNOW REMOVAL & DUST CONTROL OF ANNA DRIVE AS PROPOSED BY THE BOARD OF DIRECTORS, AND CONDUCT SUCH OTHER BUSINESS AS THE BOARD OF DIRECTORS SHALL DEEM NECESSARY. AT SPECIAL MEETINGS OF THE ASSOCIATION, THE ASSOCIATION SHALL APPROVE OR CONDUCT SUCH BUSINESS AND AFFAIRS FOR WHICH THE SPECIAL MEETING SHALL BE CALLED. ALL ELECTIONS, VOTES, AND APPROVALS SHALL BE BY TWO-THIRDS (2/3) PERCENT MAJORITY VOTE OF THE SHARES OF THE ASSOCIATES. ABSENTEE VOTING WILL BE PERMITTED BY WRITTEN STATEMENT. PROXY VOTING OF SHARES SHALL NOT BE PERMITTED.

8. THE DIRECTORS PRIOR TO THE ANNUAL MEETING SHALL DETERMINE THE EXTENT OF MAINTENANCE OF ANNA DRIVE AS SHALL BE NECESSARY AND THE ESTIMATED COST THEREOF. THIS WILL BE PRESENTED TO THE ASSOCIATION FOR APPROVAL AT THE ANNUAL MEETING. THE BOARD OF DIRECTORS AFTER APPROVAL BY THE ASSOCIATION SHALL BE RESPONSIBLE FOR INSURING THE WORK IS DONE AS PROPOSED AND THE CONTRACTOR PAID FROM THE ASSOCIATION FUNDS. THE BOARD SHALL CALL EACH OTHER DIRECTOR AND ASSOCIATION MEETINGS AS SHALL BE NECESSARY TO CONDUCT THE BUSINESS OF THE ASSOCIATION. ALL DIRECTOR MEETINGS SHALL BE OPEN TO MEMBERS OF THE ASSOCIATION AND THE BOOKS AND AMOUNTS OF THE ASSOCIATION SHALL BE OPEN TO ANY MEMBER OF THE ASSOCIATION.
9. THIS ASSOCIATION DECLARATION OF COVENANTS CAN BE AMENDED AT THE ANNUAL MEETING OF THE ASSOCIATION OR A SPECIAL MEETING OF THE ASSOCIATION CALLED FOR THAT PURPOSE. ANY AMENDMENT SHALL REQUIRE TWO-THIRDS (2/3) APPROVAL OF ALL SHARES OF THE ASSOCIATION. THIS DECLARATION OF COVENANTS AND ANY AMENDMENTS THERETO SHALL BE DULY RECORDED WITH THE CLERK AND RECORDER OF YELLOWSTONE COUNTY, MONTANA.



THIS DECLARATION OF COVENANTS DATED THIS 8th
DAY OF September, 1998.

"SUBDIVIDERS"

ANNA M. NACHATELO,
DEBORAH JEAN SMITH AS PERSONAL REPRESENTATIVE
FOR THE ESTATE OF WARREN KEITH SMITH, AND
CLYDE R. STANHOPE

BY: Anna M Nachatelo
ANNA M. NACHATELO
BY: Deborah J Smith PR
DEBORAH JEAN SMITH AS PERSONAL
REPRESENTATIVE FOR THE ESTATE OF WARREN KEITH SMITH
BY: Clyde R Stanhope
CLYDE R. STANHOPE

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF SEPTEMBER, IN THE YEAR OF
1998, BEFORE ME SHARON G. HAMILL A NOTARY
PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED
ANNA M. NACHATELO KNOWN TO ME TO BE THE PERSONS WHO SIGNED THE
FOREGOING CERTIFICATE OF DEDICATION AND WHO ACKNOWLEDGED TO ME
THAT THEY SIGNED THE SAME. IN WITNESS THEREOF, I HAVE SET MY HAND
AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill
NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000



STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF SEPTEMBER, IN THE YEAR OF 1998,
BEFORE ME, SHARON G. HAMILL A NOTARY PUBLIC IN AND FOR THE
STATE OF MONTANA, PERSONALLY APPEARED DEBORAH JEAN SMITH AS
PERSONAL REPRESENTATIVE FOR THE ESTATE OF WARREN KEITH SMITH
KNOWN TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING
CERTIFICATE OF DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY
SIGNED THE SAME. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED
MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill

NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF SEPTEMBER, IN THE YEAR OF 19,
BEFORE ME, SHARON G. HAMILL A NOTARY PUBLIC IN AND FOR THE
STATE OF MONTANA, PERSONALLY APPEARED CLYDE R. STANHOPE KNOWN
TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING CERTIFICATE OF
DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED THE
SAME. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL
SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill

NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000



**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RECIPROCAL EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS ("DECLARATION") IS MADE AS OF THIS 8th DAY OF September, 1998, BY ANNA M. NACHATELO, CLYDE STANHOPE AND DEBORAH JEAN SMITH AS PERSONAL REPRESENTATIVE FOR THE ESTATE OF WARREN KEITH SMITH ("DECLARANT").

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF THE REMAINDER OF TRACT 2-D OF AMENDED TRACT 2 OF CERTIFICATE OF SURVEY NO. 685 AND PLAT OF STANHOPE SUBDIVISION, FIRST FILING.

WHEREAS, DECLARANT DESIRES THAT THE REMAINDER OF TRACT 2-D OF AMENDED TRACT 2 OF CERTIFICATE OF SURVEY NO. 685 AND THE PLAT OF STANHOPE SUBDIVISION, FIRST FILING, BE DEVELOPED IN CONJUNCTION WITH EACH OTHER PURSUANT TO A GENERAL PLAN OF IMPROVEMENT TO FORM AN INTEGRATED DEVELOPMENT (SOMETIMES HEREINAFTER REFERRED TO AS THE "DEVELOPMENT") AND FURTHER DESIRES THAT SAID LOTS AND TRACT BE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS HEREINAFTER SET FORTH.

NOW, THEREFORE, DECLARANT DOES HEREBY DECLARE THAT THE REMAINDER OF TRACT 2-D OF AMENDED TRACT 2 OF CERTIFICATE OF SURVEY NO. 685 AND PLAT OF STANHOPE SUBDIVISION, FIRST FILING SHALL BE SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND ENCUMBRANCES CONTAINED HEREIN:

DEFINITIONS: PURPOSES: ADDITIONAL PROPERTY

DEFINITIONS. IN ADDITION TO THE WORDS AND TERMS ELSEWHERE DEFINED IN THIS DECLARATION, THE FOLLOWING WORDS AND TERMS SHALL HAVE THE MEANING SET FORTH UNLESS THE CONTEXT OR USE EXPRESSLY INDICATES A DIFFERENT MEANING OR INTENT. SUCH DEFINITIONS SHALL BE EQUALLY APPLICABLE TO BOTH THE SINGULAR AND PLURAL FORMS OF ANY OF THE WORDS AND TERMS DEFINED HEREIN.

- (a) "OWNER" OR OWNERS SHALL MEAN THE RESPECTIVE OWNERS FROM TIME TO TIME OF FEE RECORD TITLE TO ALL OR ANY PORTION OF A LOT.



Yellowstone County

RES

30.00

3025143

Page: 2 of 5
10/30/1998 04:19P

- (b) "RESTRICTIONS" SHALL MEAN THE EASEMENTS, COVENANTS, RESTRICTIONS, LIENS, CHARGES, OBLIGATIONS AND BENEFITS CONTAINED IN THIS DECLARATION.
- (c) "DEVELOPMENT" SHALL MEAN THE REMAINDER OF TRACT 2-D OF AMENDED TRACT 2 OF CERTIFICATE OF SURVEY NO. 685 PLAT OF STANHOPE SUBDIVISION, FIRST FILING

PURPOSE. DECLARANT DESIRES TO ESTABLISH A GENERAL PLAN FOR THE DEVELOPMENT, MAINTENANCE AND IMPROVEMENT OF THE LOTS AS INTEGRATED. DEVELOPMENT CONTAINING SINGLE FAMILY HOMES AND OTHER COMPATIBLE USES, DESIGNED FOR THE MUTUAL BENEFIT OF THE OWNERS OF THE LOTS, AND TO PROVIDE FOR PROTECTIVE PROVISION, COVENANTS, RESTRICTIONS, SETBACK LINES, AND MAKE PROVISION FOR LIENS AND CHARGES, ON AND SUBJECT TO WHICH THE LOTS WILL BE IMPROVED, HELD, USED, OCCUPIED, LEASED AND SOLD, WHICH WILL RUN WITH THE LAND AND WILL APPLY TO AND BIND THE PARTIES AND THEIR RESPECTIVE SUCCESSORS IN INTEREST. (ALSO SEE HOMEOWNERS ASSOCIATION DECLARATION OF COVENANTS RUNNING WITH THE LAND

EASEMENTS

INGRESS AND EGRESS. THE DECLARANT DOES HEREBY CREATE, FOR THE BENEFIT OF TRACT 2A-1 AND TRACT 2A-2 OF AMENDED TRACT 2A OF AMENDED TRACT 2 OF CERTIFICATE OF SURVEY NO. 685 AND THE PLAT OF STANHOPE SUBDIVISION, FIRST FILING. THE OWNERS OF PLAT OF STANHOPE SUBDIVISION, FIRST FILING AS SHOWN ON THE PLAT OF THE DEVELOPMENT AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, A RECIPROCAL AND MUTUAL NON-EXCLUSIVE EASEMENTS FOR PURPOSES OF CONSTRUCTING, INSTALLING, MAINTAINING, REPAIRING, RELOCATING AND REPLACING A ROADWAY FOR PROVIDING INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC UPON, OVER AND ACROSS THE DESIGNATED ROAD EASEMENTS TO AND FROM TRACT 2A-1 AND TRACT 2A-2 OF AMENDED TRACT 2A OF AMENDED TRACT 2 OF CERTIFICATE OF SURVEY NO. 685, REMAINDER OF TRACT 2-D OF AMENDED TRACT 2 OF CERTIFICATE OF SURVEY NO. 685 AND THE LOTS IN PLAT OF STANHOPE SUBDIVISION, FIRST FILING IN THE DEVELOPMENT TO NEIBAUER ROAD ADJACENT TO THE DEVELOPMENT (THE ACCESS EASEMENT), MORE PARTICULARLY DESCRIBED ON THE PLAT OF SAID SUBDIVISION, FIRST FILING HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

UTILITY LINES. THE DECLARANT DOES HEREBY CREATE, FOR THE BENEFIT OF ITSELF AND FOR THE FUTURE OWNERS OF THE LOTS, AND FOR THE BENEFIT OF EACH LOT OR TRACT, MUTUAL AND NON-EXCLUSIVE EASEMENTS UNDER, THROUGH, AND ACROSS THE LOTS, FOR WATER DRAINAGE SYSTEMS, WATER MAINS, SEWERS, TELEPHONES, ELECTRICAL CONDUITS OR SYSTEMS, GAS MAINS, OTHER PUBLIC UTILITIES AND SERVICE EASEMENTS.



WATER FLOW. ANY ALTERATION I THE NATURAL WATER FLOW WHICH MAY OCCUR AS A NATURAL CONSEQUENCE OF NORMAL CONSTRUCTION ACTIVITIES AND THE EXISTENCE OF THE OWNERS IMPROVEMENTS (INCLUDING WITHOUT LIMITATION BUILDING AND BUILDING EXPANSION, CURBS, DRIVES AND PAVING) SHALL BE PERMITTED; PROVIDED, HOWEVER, THAT ANY AND ALL SUCH ALTERATIONS OR CHANGES IN WATER FLOW SHALL BE CONSTRUCTED OR INSTALLED IN ACCORDANCE WITH AND SUBJECT TO THE APPLICABLE ORDINANCES AND REGULATIONS OF THE COUNTY OF YELLOWSTONE.

MISCELLANEOUS PROVISIONS

COVENANTS RUN WITH THE LAND. EACH RESTRICTION ON EACH LOT SHALL BE A BURDEN ON THAT LOT AND SHALL BE APPURTENANT TO AND FOR THE BENEFIT OF THE OTHER LOTS AND EACH PART THEREOF, AND SHALL RUN WITH THE LAND. THIS DECLARATION AND THE RESTRICTIONS CREATED HEREBY SHALL INSURE TO THE BENEFIT OF AND BE BINDING UPON EACH OWNER AND THOSE OWNERS WHO RESPECTIVELY SUCCEED THEM AS FEE OWNERS TO ALL OR ANY PORTION OF A LOT.

EFFECT OF DECLARATION. EACH PROVISION OF THE DECLARATION, AND ANY AGREEMENT, PROMISE, COVENANT, AND UNDERTAKING NECESSARY TO COMPLY WITH EACH PROVISION OF THIS DECLARATION, ANY NECESSARY EXCEPTION OR RESERVATION OR GRANT OF TITLE, RIGHT OR INTEREST TO EFFECTUATE ANY PROVISION OF THIS DECLARATION:

- (a) SHALL BE DEEMED INCORPORATED IN EACH DEED, LEASE, OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY PORTION OF THE DEVELOPMENT IS GRANTED, DEVISED, LEASED, OR CONVEYED, WHETHER OR NOT SET FORTH OF REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT; AND
- (b) SHALL, SUBJECT TO THE PROVISIONS BELOW, BY VIRTUE OF ACCEPTANCE OF ANY DEED, LEASEHOLD INTEREST OR OTHER CONVEYANCE, OR OF ANY TITLE OR INTEREST IN ANY PORTION OF THE DEVELOPMENT, BY ANY OWNER, LEASEHOLDER, OR OTHER PARTY, BE DEEMED ACCEPTED, RATIFIED, ADOPTED, AND DECLARED AS A PERSONAL COVENANT OF SUCH OWNER, LEASEHOLDER, OR OTHER PARTY FOR THE BENEFIT OF EACH OWNER OF ANY PORTION OF THE DEVELOPMENT.

DURATION. UNLESS OTHERWISE CANCELED OR TERMINATED, ALL RIGHTS AND OBLIGATION AS SET FORTH HEREIN SHALL CONTINUE IN PERPETUITY.



IN WITNESS WHEREOF, THE DECLARANT HAS EXECUTED THIS
DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

Anna M. Nachatelo

ANNA M. NACHATELO DECLARANT

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF SEPTEMBER, IN THE YEAR OF 1998,
BEFORE ME, SHARON G. HAMILL A NOTARY PUBLIC IN AND FOR THE
STATE OF MONTANA, PERSONALLY APPEARED ANNA M. NACHATELO KNOWN
TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING CERTIFICATE OF
DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED THE
SAME. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL
SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill

NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES: JUNE 8, 2000

Deborah Jean Smith

DEBORAH JEAN SMITH AS PERSONAL
REPRESENTATIVE FOR THE ESTATE OF
WARREN KEITH SMITH

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 8th DAY OF SEPTEMBER, IN THE YEAR OF 1998,
BEFORE ME, SHARON G. HAMILL A NOTARY PUBLIC IN AND FOR THE
STATE OF MONTANA, PERSONALLY APPEARED DEBORAH JEAN SMITH AS
PERSONAL REPRESENTATIVE FOR THE ESTATE OF WARREN KEITH SMITH
KNOWN TO ME TO BE THE PERSONS WHO SIGNED THE FOREGOING
CERTIFICATE OF DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY
SIGNED THE SAME. IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED
MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Sharon G. Hamill

NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000



3025143
Page: 5 of 5
10/30/1998 04:19P

Clyde R. Stanhope
CLYDE R. STANHOPE DECLARANT

STATE OF MONTANA Jss
COUNTY OF YELLOWSTONE Jss

ON THIS 8th DAY OF SEPTEMBER, 1997 BEFORE ME, A NOTARY
PUBLIC FOR THE STATE OF MONTANA, PERSONALLY APPEARED CLYDE R.
STANHOPE, KNOWN TO BE TO BE THE PERSON WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION
EXECUTED THE SAME.

Sharon J. Hamill
NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES JUNE 8, 2000



Stanhope Subdivision Declaration of Covenants

All of Amended Tract 2-D of Amended Tract 2 of Certificate of Survey #685 located in the SE ¼ of Section 21, T1S, R 25 E, P.M.M. Yellowstone County, Montana, Containing 20.0051 Acres.

THIS DECLARATION made this 30 day of October, 1998 by Clyde Stanhope, of Billings, Montana 59103, owner and developer of land situated in Yellowstone county described as follows:

WHEREAS, it is desired to maintain said above-described real property as an attractive, clean and neat residential area as hereafter set forth. The owners of the real property herein described for their use and benefit and all persons claiming and to claim any part of the above-described real property by, through, or under them, hereby declare, represent, agree, restrict, and covenant, the use, enjoyment, and the ownership of the above-described real property shall be and the same is hereby restricted and limited to-wit:

I. GENERAL PURPOSES

- 1.1 General Purposes: Developer now owns certain real property in Yellowstone County, State of Montana. Developer expects to develop the above-described real property as residential, and it is expected that the owners of property within this area will have certain common interests. All of the area will be developed with the objective of establishing the area as a residential area, both being of the highest possible quality, value, desirability, and attractiveness. Said areas will be developed with the objective designed to enhance the value of and to benefit all property within this area.
- 1.2 Particular Purposes: This Declaration is executed to define and describe certain land or property classification which will be established in all of said area; to define and describe certain provisions, covenants, conditions and restrictions set forth in this Declaration; and to establish the effect of such provisions, covenants, conditions and restrictions.

II. SUBJECTION OF PROPERTY TO DECLARATION:

- 2.1 Property Which is Covered: All real property and improvements to be erected, located within the described parcels are subject to all the provisions, covenants, conditions, and restrictions contained in this Declaration.

III. LAND USE:

- 3.1 City-County Zoning: Any Provision of the City-County Zoning Plan, which is more restrictive than these covenants and restrictions shall apply and all provision of the City-County Zoning plan not addressed by these covenants shall apply.
- 3.2 Division: No lot or tract may be divided.
- 3.3 Snow Removal: Owner of property is responsible for all snow removal.

IV. NUISANCES:

- 4.1 Activities: No noxious or offensive activities shall be conducted on any part of the subject property.
-



- 4.2 Lawns and Landscaping: All lawns and other landscaping shall be completed within one (1) year after occupancy of the main structure or dwelling. All weeds and other flammable material shall be cut or trimmed to prevent rank growth.
- 4.3 Noxious Weeds: Each owner shall control all noxious weeds as defined by Montana State law and the weed control board in Yellowstone County, Montana, and according to any agreement on file with the Yellowstone County Weed Board or its successor.
- 4.4 Maintenance of Property: All property, including improvements on any property shall be kept and maintained by the owner thereof in a clean, attractive, and sightly condition and in good repair.
- 4.5 No Business or Commercial Activity: No property shall be used at any time for a business or commercial activity, with the exception of an in home business not visible from the outside of the residence and not requiring customer or employee traffic. However, the developers or their nominee may use any property for model homes.
- 4.6 No Hazardous Activities: No activities shall be conducted on any parcels or property and no improvements constructed on any property which are unsafe or hazardous to any person or property. All petroleum products or chemicals shall be disposed of in a manner which does not violate any local, state federal regulation.
- 4.7 No Annoying Lights, Sounds, or Odors: No unreasonably bright light, unreasonably loud sound, or offensive odor shall be emitted from any property.
- 4.8 No Unsightliness: No unsightliness shall be permitted on any parcel. Without limiting the generality of the forgoing: (a) All unsightly structures, facilities, equipment, objects, and conditions shall be enclosed within approved structures or screened from view; (b) trailers, trucks (other than pickups in operational condition), boats, tractors, vehicles (other than automobiles in operational condition), campers not on a truck, snow removal equipment, or maintenance equipment shall be kept at all times, except in actual use, in an enclosed structure or screened from view, except that recreational vehicles may be parked not over twenty (20) feet from side of garage or storage building; (c) Refuse, garbage, and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure.
- 4.9 Neighboring Uses or Land: Each owner acknowledges that the land bordering these tracts may be used for agricultural purposes. There may be noise and lights emitting from the neighboring lands at all hours of the day or night. Agricultural use may cause dust and odors on owners property, and in accordance with agricultural practices, there may be spraying for weeds.
- 4.10 Satellite Dishes: No satellite dishes over 18" are permitted unless screened from view.
- 4.11 Horses and other Animals: The property may be used for maintenance of horses for personal use so long as they are strictly controlled as to prevent them from creating a nuisance to their neighbors. The maximum permissible number of horses that can be maintained on an owners property is 2 horses per acre. No other agricultural animals are allowed. Pets shall not be allowed to roam at large and at all times shall be kept under control of or on theirs owners property.

V. STRUCTURES:

- 5.1 Residential Dwelling: No tract shall be improved except with a residential structure plus other such improvements and structures customarily incident to a residence.

**3025144**Page: 3 of 5
10/30/1998 04:19P

- 5.2 Area: A primary residence shall be 1200 square feet gross area or more, on the ground level, excluding open porches, decks, basements, and garages.
- 5.3 Exterior: The exterior of any structure shall blend with the natural features of the surrounding area and conform to sound fire protection standards. Metal roofs are acceptable.
- 5.4 Utilities: All utilities shall be placed underground. Each owner grants a 10 foot easement for utilities along the borders of owners property.
- 5.5 Moveable Structures: New manufactured homes are allowed, subject to following restrictions:
1. The home has a length not exceeding 3 times its width.
 2. The pitch of the roof is at least 3 to 12 with 10-inch eaves.
 3. The exterior siding shall consist of wood, hardboard, or aluminum (vinyl covered or painted), comparable in composition, appearance, and durability to the exterior siding commonly used in residential construction. Siding shall conform with paragraph 5.3.
 4. Home must be set on Concrete Runners
 5. The tongue, axles, transporting lights, and removable apparatus must be removed after placement and before occupancy.
- 5.6 Place of Construction: All structures and improvements shall be at least twenty (20) feet from the external boundary of any tract except for all allowed fencing.
- 5.7 Temporary Structures: No Structure of a temporary nature, trailer, camper, tent, shack, garage, barn, or other buildings shall be maintained on any property at any time either temporarily or permanently as a residence nor shall they be used for human habitation. No unfinished structure shall be used for human habitation.
- 5.8 Out-Buildings: Out buildings of a permanent nature may be constructed if they are in substantial conformity with character of the main structure.
- 5.9 Completion: The exterior construction of any building must be completed within six months after commencement of construction.
- 5.10 Garage: If you build a garage, the garage must be capable of holding two (2) cars on any property in which a residence exists which shall be completed within six months of occupancy of residence.
- 5.11 Fences: Each owner shall be responsible for the construction and maintenance of boundary fences to fence in the owners permitted animals. Any fence shall not be over 5 feet high constructed of wire, or woven wire. Any and all fences must be kept in good repair in a clean, attractive, sightly manner. Any and all fences must be kept in good working order and be totally capable of containing permitted animals within owners property.
- 5.12 Water Supply and Sanitary Disposal: Each property has a well drilled on it at time of purchase. Seller will install a septic system to comply with the home being moved to property. Seller does not assume responsibility beyond six months of purchase.

VI. ASSESSMENTS:



- 6.1 Purpose of Assessments: The assessments levied by association shall be used exclusively to maintain common areas, road maintenance, snow removal, mowing and control of noxious weeds, and enforcement of these covenants.
- 6.2 Payment of Assessments: The association shall determine the time of payment and the amount of payment at its annual meeting.
- 6.3 Effect of Non-Payment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days of due date shall bear interest at the rate of ten percent (10%) per annum. The association may bring an auction against the owner personally, or foreclose the lien in the same manner as a mortgage on real property, and the association shall be entitled to recover costs, other expenses, and reasonable attorney fees. No owner of an improved tract may waive, or otherwise escape liability for the assessment by non-use or abandonment of his property.

VII. GENERAL PROVISIONS:

- 7.1 Duration and Terms: The restrictions and limitations set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described real property for a period of twenty five (25) years for the date first recorded with Clerk of Recorder in Yellowstone County. After such time they shall automatically renew for an additional ten (10) years, unless a majority of the lot owners, being at least ~~three-four~~ ^{10% CR} agree to terminate these covenants with consent of the governing body.
- 7.2 Modification: These covenants and restrictions cannot be changed except by an instrument in writing signed by a majority of the property owners and then recorded in the office of the Clerk and Recorder of Yellowstone county.
- 7.3 Severability: Invalidation of any of the restrictions, limitations, or covenants set forth by judgement or court order shall in no way affect any of the other provisions which shall remain in effect.
- 7.4 No Waiver: Failure to enforce any provisions shall not operate as a waiver of any such provision or any other provision.
- 7.5 Enforcement: The owner or owners of any of the described real property, including the developers, if they are owners of any part or portion of said real property, may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations either to recover damages for such violation or to restrain such violation or attempted violation. If court proceedings are instituted in connection with enforcement, the prevailing party shall be entitled to recover costs in connection therewith including reasonable attorney's fees.
- 7.6 Successors and Assigns of Developers: This Declaration and all rights, powers, and duties thereunder shall be binding upon and inure to the benefit of successors and assigns of the developer, whether voluntary or involuntary, by operation of law or otherwise. The successors and assigns of the developer shall be bound by this declaration.



IN WITNESS WHEREOF, the Declaration has set these covenants on the 30th day of October, 1998

Signed Clyde R. Stanhope
Clyde R. Stanhope
Officer and Operating Partner
Stanhope Subdivision

This instrument was acknowledged before me this 30th day of October, 1998 by Clyde R. Stanhope, Officer and Operating Partner of Stanhope Subdivision as Declarant.

Robert J. Garrison
Notary Public for State of Montana
Residing in Billings
My commission expires June 30, 1999

