

DECLARATION OF RESTRICTIONS

FREDERICK F. VAN STEELAND and ROSEMARY A. VAN STEELAND, Trustees under the Van Steeland Family 1995 Living Trust dated March 14, 1995, owners of the following described real property and all portions thereof, located in Yellowstone County, Montana, hereby establish and declare the following building and use restrictions which shall be applicable to the said real property:

PARCEL I: Lots 1, 2, 4 and 5, in the PLAT OF VAN STEELAND SUBDIVISION, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 1889717.

PARCEL II: Township 2 North, Range 27 East, P.M.M., Yellowstone County, Montana

Section 28: N1/2NE1/4; NE1/4NW1/4

EXCEPTING THEREFROM, a strip of land 30' wide along the North side thereof; and a strip of land 30' wide along the East side thereof, for a public highway, as excepted and reserved in:

1. Carey Deed, dated December 4, 1908 and recorded January 21, 1909, in Book 31, page 264.
2. Carey Deed, dated December 4, 1908 and recorded January 21, 1909, in Book 31, page 266.
3. Carey Deed, dated December 4, 1908 and recorded January 21, 1909, in Book 31, page 259.

Also EXCEPTING THEREFROM, that part conveyed to Midway Drainage District by Warranty Deed, dated May 13, 1937, and recorded April 10, 1939 in Book 210 of Deed, page 257, under Document No. 337274.

Also EXCEPTING THEREFROM, all of the Plat of Van Steeland Subdivision, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 1889717.

The covenants, restrictions and conditions herein contained shall run with the land and shall be binding on the undersigned and all persons and parties claiming under them.

The Grantees of any lot or parcel, by acceptance of a conveyance, covenant and agree faithfully to observe and abide by all of said conditions, covenants and restrictions.

1. Said lands shall not be occupied or used for any noxious or offensive activity, and nothing shall be done or permitted to be done on said property which is a nuisance or might become a nuisance to the owner or owners of surrounding land.
2. Property can not be used for disposal or storage of trash or junk cars.
3. This does not exclude common agricultural practices for this area such as raising suitable crops or grazing of livestock; swine shall not be permitted; no commercial feedlot will be permitted.
4. All domestic animals must be fenced within boundaries of said property, including dogs and other pets.
5. Any structure commenced must be completed on the exterior within 120 days from starting.
6. No single width mobile homes will be allowed.
7. Double wide homes and modular are permitted, but must have home type siding, i.e. masonite, wood, vinyl, or metal (no tin).

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. Upon the breach of any of said covenants or restrictions, anyone owning land in Van Steeland Subdivision, including Lot 3, and anyone owning all or any part of Parcel II, described above, may bring a proper action in the proper court to enjoin or restrain such violation or to collect damages on account thereof. In case the violation results from a failure to take affirmative action required by these covenants and restrictions, then the use for any purpose of the lot on which said violation occurs may be enjoined. The successful party shall be entitled to their reasonable attorneys fees as a cost of any Court action.

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.

DATED this 21st day of October, 1997.

THE VAN STEELAND FAMILY 1995 LIVING TRUST

By: Frederick F. Van Steeland
FREDERICK F. VAN STEELAND, Trustee

By: Rosemary A. Van Steeland
ROSEMARY A. VAN STEELAND, Trustee

STATE OF MONTANA

County of Yellowstone

)
: ss.
)

This instrument was acknowledged before me on October 21, 1997, by FREDERICK F. VAN STEELAND and ROSEMARY A. VAN STEELAND, Trustees of the Van Steeland Family 1995 Living Trust.

(SEAL)



Notary Public for the State of Montana
My Commission Expires _____

Declaration of Restrictions

Frederick F. Van Steeland et al.

to

Restrictions
Van Heekland and

Received on this 28th day of October 1997 A

3. Robert Clark

B-60166K-1 Fee: \$12.00
Return To:

FBI

204 N 29th St

Belling, Mr 59101

Attn: Crystal

Dick Weschenfelder



3141902

Page: 1 of 4
08/17/2001 01:37P

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

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS (DECLARATION) IS MADE AS OF THIS DAY OF August 17, 2001, BY DICK WESCHENFELDER (DECLARANT).

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION AND LOT 1A OF AMENDED PLAT OF LOT 1, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION,

WHEREAS, DECLARANT DESIRES THAT AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION AND LOT 1A OF AMENDED PLAT OF LOT 1, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION, 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 AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION AND LOT 1A OF AMENDED PLAT OF LOT 1, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION, 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.

**3141902**Page: 2 of 4
08/17/2001 01:37P

- (b) "RESTRICTIONS" SHALL MEAN THE EASEMENTS, COVENANTS, RESTRICTIONS, LIENS, CHARGES, OBLIGATIONS AND BENEFITS CONTAINED IN THIS DECLARATION.
- (c) "DEVELOPMENT" SHALL MEAN THE AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION AND LOT 1A OF AMENDED PLAT OF LOT 1, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION,

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.

EASEMENTS

INGRESS AND EGRESS. THE DECLARANT DOES HEREBY CREATE, FOR THE BENEFIT OF AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION AND LOT 1A OF AMENDED PLAT OF LOT 1, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION, THE OWNERS OF SAID PLAT AS SHOWN ON THE PLAT OF THE DEVELOPMENT AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, A RECIPROCAL AND MUTUAL NON-EXCLUSIVE EASEMENTS FOR PURPOSED 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 AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION AND LOT 1A OF AMENDED PLAT OF LOT 1, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION, TO POWMER ROAD ADJACENT TO THE DEVELOPMENT (THE ACCESS EASEMENT), MORE PARTICULARLY DESCRIBED ON THE PLAT OF SAID SUBDIVISION, 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.

**3141902**Page: 3 of 4
08/17/2001 01:37P

WATER FLOW. ANY ALTERATION IN 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.



3141902

Page: 4 of 4
08/17/2001 01:37P

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

A handwritten signature of Dick Weschenfelder in cursive script.

DICK WESCHENFELDER DECLARANT

STATE OF MONTANA]ss
COUNTY OF YELLOWSTONE]ss

ON THIS 6th DAY OF June, 2001 BEFORE ME, A NOTARY
PUBLIC FOR THE STATE OF MONTANA, PERSONALLY APPEARED DICK
WESCHENFELDER, KNOWN TO BE TO BE THE PERSON WHO EXECUTED THE
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH
CORPORATION EXECUTED THE SAME.



Diana L. Trefz
NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT Billings, Montana
MY COMMISSION EXPIRES May 17, 2002

SUBDIVISION IMPROVEMENTS AGREEMENT

MARCH, 1997

THIS AGREEMENT, MADE AND ENTERED INTO THIS 9th DAY OF September, 1997, BY & BETWEEN FREDERICK F. AND ROSEMARY A. VAN STEELAND, 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 VAN STEELAND SUBDIVISION WAS SUBMITTED TO THE YELLOWSTONE COUNTY PLANNING DEPARTMENT ON April 1 1997, AND THAT THEY FURTHER RECOMMENDED ITS APPROVAL TO THE BOARD OF COUNTY COMMISSIONERS SUBJECT TO CERTAIN RECOMMENDATIONS AND,

WHEREAS, AT A REGULAR MEETING HELD ON THE 1 DAY OF May, 1997, THE COUNTY COMMISSIONERS APPROVED, SUBJECT TO CERTAIN RECOMMENDATIONS OF THE PLANNING DEPARTMENT AND COUNTY COMMISSIONERS, A PRELIMINARY PLAT OF VAN STEELAND SUBDIVISION.

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 THIS 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. NO IMPROVEMENTS SHALL BE REQUIRED ON COUNTRY GARDEN ROAD AND POWMER ROAD, HOWEVER, THE OWNER IS WAIVING HIS RIGHT TO PROTEST FUTURE IMPROVEMENTS IN PLAT OF VAN STEELAND SUBDIVISION, BY A R.S.I.D. IN THE WAIVER OF RIGHTS TO PROTEST AGREEMENT REFERENCED IN ARTICLE NO. 8 OF THE S.I.A.

2. 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.
3. 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.
4. 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.

5. 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.
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. THIS PLAT WILL PROVIDE FOR, ENFORCEMENT OF A 1' CONTROLLED ACCESS STRIP ALONG THE RIGHT-OF-WAY OF POWMER ROAD. EXCEPT IN THE LOCATIONS OF THE ROAD APPROACHES, SHOWN ON THE PLAT.

11. 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.
12. 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.
13. 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.
14. 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.
15. WHEN REQUIRED BY FUTURE ROAD IMPROVEMENTS ALL FENCES, TREES AND SHRUBS IN THE PUBLIC RIGHT-OF-WAY ADJACENT TO THIS SUBDIVISION SHALL BE REMOVED OR RELOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY AT NO EXPENSE TO THE COUNTY.
16. IRRIGATION WATER SHARES WILL BE DISTRIBUTED 1 SHARE PER ACRE. ALL IRRIGATION DITCHES AND WASTE WATER DITCHES HAVE A WORKING RIGHT-OF-WAY FOR UPKEEP SAFETY AND MAINTENANCE.

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

"SUBDIVIDERS"

FREDERICK F. VAN STEELAND AND ROSEMARY A. VAN STEELAND

Frederick F. Van Steeland *Rosemary A. Van Steeland*
FREDERICK F. VAN STEELAND & ROSEMARY A. VAN STEELAND (TRUSTEES)
TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE VAN STEELAND
FAMILY 1995 LIVING TRUST DATED MARCH 14, 1995

STATE OF MONTANA]ss
COUNTY OF YELLOWSTONE]ss

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 7-30-97 BY
FREDERICK F. & ROSEMARY A. VAN STEELAND AS TRUSTEES OF, THE VAN
STEELAND FAMILY, 1995 LIVING TRUST DATED MARCH 14, 1995

Henry Johnson

(SIGNATURE OF NOTARIAL OFFICER)

at Billings Mt.

TITLE (AND RANK)

(MY COMMISSION EXPIRES: 5-25-2000

STATE OF MONTANA]ss
COUNTY OF YELLOWSTONE]ss

"COUNTY"

COUNTY OF YELLOWSTONE
BOARD OF COUNTY COMMISSIONERS

BY: Bill Kennedy

BY: Mike Mathew

BY: James A. Ziegler Sr.

ATTEST Henry Johnson
COUNTY CLERK

STATE OF MONTANA]ss
COUNTY OF YELLOWSTONE]ss

ON THIS 9th DAY OF September, 1997, BEFORE ME,
A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY
APPEARED Bill Kennedy, Mike Mathew, James A. Zieker, and
Tony Nave, 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.

Annur R. Carter
NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT Billings
MY COMMISSION EXPIRES 4-28-98

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 THE PLAT OF VAN STEELAND SUBDIVISION, 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 30th DAY OF July, 1992.

"SUBDIVIDER"

FREDERICK F. VAN STEELAND AND ROSEMARY A. VAN STEELAND

Frederick F. Van Steeland Rosemary A. Van Steeland
FREDERICK F. VAN STEELAND & ROSEMARY A. VAN STEELAND (TRUSTEES)
TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE VAN STEELAND
FAMILY 1995 LIVING TRUST DATED MARCH 14, 1995

STATE OF MONTANA]ss
COUNTY OF YELLOWSTONE]ss

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 7-30-97 BY
FREDERICK F. & ROSEMARY A. VAN STEELAND AS TRUSTEES OF, THE VAN
STEELAND FAMILY, 1995 LIVING TRUST DATED MARCH 14, 1995

Harry Johnson

(SIGNATURE OF NOTARIAL OFFICER)

at Billings mt

TITLE (AND RANK)

(MY COMMISSION EXPIRES: 5-25-2000)

1889719

Frederick F. Van Steeland

to

Yellowstone Co

SIA & Waver
Van Steeland Sub

STATE OF MONTANA, } ss.
County of Yellowstone, }

This instrument was filed in my office
this day of SEP 9 1997
at 9:32 o'clock A M.

TONY NAVE

County Clerk & Recorder

By Robert B. Bunn Deputy

5.00



3141901

Page: 1 of 8

08/17/2001 01:37P

Yellowstone County

SIA

5.00

OCTOBER, 2000

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 17th DAY OF August, 2001, BY & BETWEEN DICK WESCHENFELDER, 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 AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION WAS SUBMITTED TO THE YELLOWSTONE COUNTY PLANNING DEPARTMENT ON NA 2000, AND THAT THEY FURTHER RECOMMENDED ITS APPROVAL TO THE BOARD OF COUNTY COMMISSIONERS SUBJECT TO CERTAIN RECOMMENDATIONS AND,

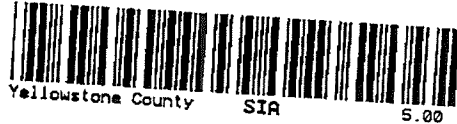
WHEREAS, AT A REGULAR MEETING HELD ON THE 1st DAY OF December, 2000, THE COUNTY COMMISSIONERS APPROVED, SUBJECT TO CERTAIN RECOMMENDATIONS OF THE PLANNING DEPARTMENT AND COUNTY COMMISSIONERS, A PRELIMINARY PLAT OF AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION.

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 THIS PRELIMINARY PLAT;

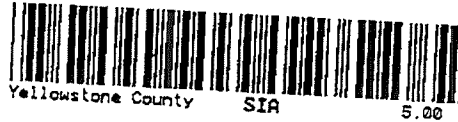
NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, FOR AND IN CONSIDERATION OF MUTUAL PROMISES HEREIN CONTAINED AND FOR OTHER GOOD AND VALUABLE CONSIDERATION. DO HEREBY AGREE AS FOLLOWS:

1. VAN STEELAND DRIVE IS A PRIVATE ROAD & UTILITY EASEMENT. THE IMPROVEMENTS REQUIRED ON VAN STEELAND DRIVE ARE AS FOLLOWS.
 - A. 18' WIDE TOP & 2% GRADE
 - B. 3" OF 1-1/2" ROADMIX GRAVEL
 - C. 8" OF 3" OR SMALLER PITRUN



2. 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.
3. 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.
4. 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.



5. A VARIANCE IS REQUESTED FOR THE LENGTH OF VAN STEELAND DRIVE.
6. THE EXISTING APPROACH ALONG POWMER ROAD WILL BE TAKEN OUT UPON THE COMPLETION OF VAN STEELAND DRIVE.
7. 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.
8. 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.
9. SURVEY MONUMENTS WILL BE INSTALLED IN COMPLIANCE WITH THE YELLOWSTONE COUNTY SUBDIVISION REGULATIONS.
10. 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.
11. THIS PLAT WILL PROVIDE FOR, ENFORCEMENT OF A 1' NO ACCESS STRIP ALONG THE RIGHT-OF-WAY OF POWMER ROAD (EXCEPT IN THE LOCATION OF THE ROAD APPROACH) AND ALONG THE NORTH LINE OF VAN STEELAND DRIVE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION.

**3141901**Page: 4 of 8
08/17/2001 01:37P

12. 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.
13. 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.
14. 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.
15. THE OWNERS OF THE PROPERTIES INVOLVED IN THIS PROPOSED SUBDIVISION BY SIGNATURE SUBSCRIBED HEREIN BELOW AGREE, CONSENT AND SHALL BE BOUND BY THE PROVISIONS OF THIS AGREEMENT.
16. WHEN REQUIRED BY FUTURE ROAD IMPROVEMENTS ALL FENCES, TREES AND SHRUBS IN THE PUBLIC RIGHT-OF-WAY ADJACENT TO THIS SUBDIVISION SHALL BE REMOVED OR RELOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY AT NO EXPENSE TO THE COUNTY.
17. ALL THE REQUIREMENTS FOR THE DRY HYDRANTS HAVE BEEN MET
18. IRRIGATION WATER SHARES WILL BE DISTRIBUTED 1 SHARE PER ACRE. THE IRRIGATION DITCH SHOWN ON THE PLAT HAS A 20' WIDE EASEMENT. EACH LOT OWNER IS RESPONSIBLE FOR THE IRRIGATION DITCH MAINTENANCE AND UPKEEP. PROPERTY OWNERS CAN NOT FILL IN THE DITCH.
19. ANY FURTHER SUBDIVIDING WILL REQUIRE A MAJOR SUBDIVISION PLAT REVIEW.



3141901
Page: 5 of 8
08/17/2001 01:37P

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

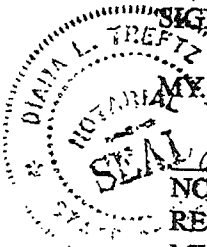
"SUBDIVIDER"
DICK WESCHENFELDER

Dick Weschenfelder

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 6th DAY OF June, IN THE YEAR OF
2001, BEFORE ME Diana L. Trefz, A NOTARY
PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED
DICK WESCHENFELDER KNOWN TO ME TO BE THE PERSONS WHO SIGNED THE
FOREGOING INSTRUMENT 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.



Diana L. Trefz
NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT Billings, Montana
MY COMMISSION EXPIRES May 12, 2002

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

"COUNTY"

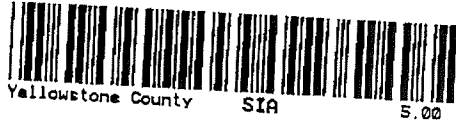
COUNTY OF YELLOWSTONE
BOARD OF COUNTY COMMISSIONERS

BY: [Signature]

BY: [Signature]

BY: Absent

ATTEST [Signature]
COUNTY CLERK

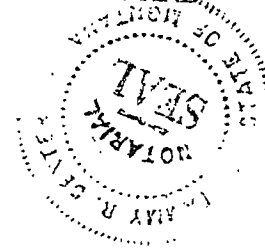


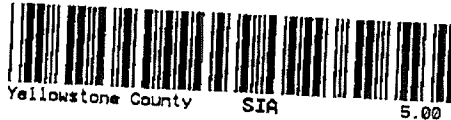
3141901
Page: 6 of 8
08/17/2001 01:37P

STATE OF MONTANA Jss
COUNTY OF YELLOWSTONE Jss

ON THIS 17th DAY OF August, 2001, BEFORE ME,
A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY
APPEARED James A. Ziegler, Sr., Bill Kennedy, AND
Tony Howe, 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.

NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT Billings
MY COMMISSION EXPIRES 11/29/12





3141901
Page: 7 of 8
08/17/2001 01:37P

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 HEREIN ABOVE MENTIONED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

ALL OF THE AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION, 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 6 DAY OF June, 2001.

"SUBDIVIDER"
DICK WESCHENFELDER



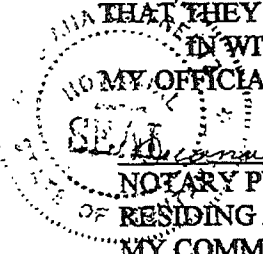
3141901

Page: 8 of 8
08/17/2001 01:37P

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 6th DAY OF June, IN THE YEAR OF
2001, BEFORE ME Diana R. Treftz, A NOTARY
PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED
DICK WESCHENFELDER KNOWN TO ME TO BE THE PERSONS WHO SIGNED THE
FOREGOING MORTGAGE EXEMPTION 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.


Diana R. Treftz
NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT Billings, Montana
MY COMMISSION EXPIRES May 12, 2002

D. zlc weschenfelder



3141904

Page: 1 of 4
08/17/2001 01:37P

AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION
AND LOT 1A OF THE AMENDED PLAT OF LOT 1, BLOCK 1 PLAT OF VAN
STEELAND SUBDIVISION
HOMEOWNERS ASSOCIATION
DECLARATION OF COVENANTS RUNNING WITH THE LAND

WHEREAS, PLAT OF AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION AND LOT 1A OF THE AMENDED PLAT OF LOT 1, BLOCK 1 PLAT OF VAN STEELAND SUBDIVISION, LOCATED IN THE N1/2 NE1/4 OF SECTION 28., T.2N., R. 27E., P.M.M. YELLOWSTONE COUNTY, MONTANA

WHEREAS, VAN STEELAND DRIVE IS A PRIVATE ROAD, IN THE PLAT OF AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION. THE OWNERS OF SAID TRACTS OF LAND, AGREE THAT A HOMEOWNERS ASSOCIATION CAN MOST EFFECTIVELY PROVIDE FOR THE MAINTENANCE OF VAN STEELAND DRIVE.

NOW, THEREFORE, THE OWNER (S) OF THE PLAT OF AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION, DO HEREBY CREATE THE HOMEOWNERS ASSOCIATION (HEREINAFTER CALLED (ASSOCIATION), AGREE AND DECLARE THE FOLLOWING:

1. ALL OWNERS OF LAND IN THE PLAT OF AMENDING LOT 2, BLOCK 1 OF THE PLAT OF VAN STEELAND SUBDIVISION AND LOT 1A OF THE AMENDED PLAT OF LOT 1, BLOCK 1 PLAT OF VAN STEELAND SUBDIVISION 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 VAN STEELAND DRIVE INASMUCH AS VAN STEELAND DRIVE IS CONTIGUOUS WITH THE PLAT



3141904

Page: 2 of 4

08/17/2001 01:37P

Yellowstone County

RES

24.00

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



Yellowstone County

RES

24.00

3141904

Page: 3 of 4
08/17/2001 01:37P

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 VAN STEELAND 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 VAN STEELAND 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.



3141904
Page: 4 of 4
08/17/2001 01:37P

THIS DECLARATION OF COVENANTS DATED THIS 6
DAY OF June, 2001.

"SUBDIVIDERS"
DICK WESCHENFELDER

BY: *Dick Weschenfelder*
DICK WESCHENFELDER

STATE OF MONTANA)ss
COUNTY OF YELLOWSTONE)ss

ON THIS 6th DAY OF June, IN THE YEAR OF
2001, BEFORE ME Diana L. Trefz A NOTARY
PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED
DICK WESCHENFELDER 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.



Diana L. Trefz
NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA
RESIDING AT Billing, Montana
MY COMMISSION EXPIRES May 12, 2002