

Engineering Inc



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DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

SHILOH POINT SUBDIVISION

THIS DECLARATION, made this 21st day of December, 2000, by **SHILOH PARK, LLC.**, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of all of the lots in Shiloh Point Subdivision, situated in Section 33, Township 1 South, Range 25 East, P.M.M., Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated December 21, 2000, to the City of Billings, which agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a private contract has been executed, providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence the restriction against sale, conveyance or transfer and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of the premises, the Declarant for itself, and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred or conveyed to any third party unless and until a Release has been executed and recorded in accordance with the provisions hereinafter appearing:

Proposed Phase II:

Lots 11 through 28 inclusive in Block 1; and, Lots 7 through 13 inclusive in Block 2; all in Shiloh Point Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (25 lots total).



Proposed Phase III:

Lots 29 through 38 inclusive in Block 1; and, Lots 14 through 18 inclusive in Block 3; Shiloh Point Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (15 lots total).

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided, providing for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop Shiloh Point Subdivision, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard, a Release of some but not all of the above-described lots may be executed and recorded, from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said Release, the covenants and restrictions contained herein with respect to the lots described in said Release shall be deemed canceled and terminated, and of no further force and effect.
3. Upon compliance with the requirements for a private contract specified above, a Release for the lot or lots affected thereby shall be executed and recorded by the City of Billings, pursuant to the provisions contained in Paragraph 6 of the said Subdivision Improvements Agreement. The execution and recording of said Release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance or transfer of said lot has been removed.
4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
5. The terms, conditions and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey and transfer all



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of the above-described lots, all of the lots in one Phase, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a Release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer not shall the closing under any such sale and purchase agreements occur until such time as a Release covering the affected lot has been executed and recorded.

6. The terms and conditions of this Declaration shall run with the land, and shall be binding upon and shall inure to the benefit of the Declarant, the City of Billings, and their successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

SHILOH PARK, LLC.

By Richard A. Dorn
Its PRESIDENT

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 21st day of DECEMBER, 2000, before me, a Notary Public for the State of Montana, personally appeared RICHARD A. DORN, known to me to be the of SHILOH PARK, LLC., who executed the within instrument and acknowledged to me that he executed the same.

Pat B. Zyr
Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires Nov 8, 2002



**DECLARATION OF RESTRICTIONS
SHILOH POINT SUBDIVISION**

SHILOH PARK, LLC, owner of the following described real property and all portions thereof, located in Billings, Yellowstone County, Montana, hereby establish and declare the following building and use restrictions all of which shall be applicable to said real property:

Lots 1 through 38, Block 1, and Lots 1 through 18, Block 2, of Shiloh Point 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.

The undersigned owner places these covenants and restrictions upon the restricted lots for the benefit of the owners of all Lots in Shiloh Point Subdivision, for the purpose of protecting the value and desirability of all lots in said subdivision.

The covenants, restrictions and conditions herein contained shall run with the land and shall be binding on all owners of the restricted lots, and all persons claiming by or through them.

The Grantees of any of the restricted lots, by acceptance of a conveyance, covenant and agree faithfully to observe and abide by all of said conditions, covenants and restrictions.

GENERAL RESTRICTIONS

1. Each of the restricted lots shall be known and described as a residential lot. No structures shall be erected, altered, placed or permitted to remain on any residential lot, other than one single family dwelling with attached or detached garage for two or more cars, storage buildings, and playhouses for children.

2. No noxious or offensive trade or activities shall be carried on on any of the said lots. Nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighbors or neighborhood.

3. "Residential" as used herein shall be held and construed to exclude hospitals and churches, and to further exclude professional and commercial uses and any such usage of this property is expressly prohibited. However, in-home trades, professions and businesses shall be permitted provided that the owner has no outside employees working in the home, the business or trade does not increase vehicle traffic to the home by more than six (6) vehicles per day, round trip, and the in-home trade, profession or business complies with the zoning ordinances of the City of Billings and all other applicable laws



and regulations. No signs identifying in-home businesses shall be allowed. No vehicles, equipment or products used in a trade or business shall be stored outside on any lot, except vehicles used by building contractors during construction.

4. No trailer or garage shall be at any time used as a residence.
5. Any building or residence erected on a restricted lot shall be of new construction; no old or used buildings may be moved onto any restricted lot.
6. No swine, poultry, goats, or other livestock are permitted on any restricted lot.
7. No animals may be raised or cared for on a breeding and commercial basis. No wild animals may be kept as pets. All pets shall be kept under the control of their owner. Owners shall promptly clean up after their pets and shall be liable for any damage caused by their pets. No resident shall keep a pet which is a nuisance to other residents in Shiloh Point Subdivision. Owners may install a fenced dog run and dog kennel in their back yard.
8. No trash, ashes, or other refuse may be thrown, dumped or stored on any restricted lot.
9. No signs, bill-boards, posters or advertising devices of any character except subdivision promotion signs, and signs advertising the lot for sale shall be placed on any lot. Contractor's signs may be displayed during construction of a residence.
10. All garbage cans and receptacles shall be stored underground or on wheeled carts in garages so that the same are out of public view except when wheeled to the point of pick up on pick up days.
11. No high, dangerous, or homemade play devices for children or tree houses may be constructed or maintained on any lot; new, professionally constructed playhouses for children are allowed. Playground equipment similar to that in use in public school playgrounds is permitted.
12. No fence, hedge, wall or similar border higher than 30 inches above the top of curb grade may be erected or maintained on the street side of any corner lot so as to extend toward the front of any corner lot farther than the forward part of the home which is built on such lot nor interfere with the clear vision easement areas established by the Plat of Shiloh Point Subdivision and any amendments thereto.
13. No trailer house, boat, motorcycle, motor bike, touring vehicle, or recreational vehicle may be stored on any of the lots unless it is enclosed so that it will be concealed from view from the street and from lots adjacent to the lot on which it is stored. These types of vehicles may be kept unenclosed for no more than five days per calendar year for the purposes of loading, unloading, and winterizing.



14. Only underground utility lines shall be used in this subdivision, except for existing overhead lines.

15. No basketball hoops or backboards may be mounted on any home or garage; portable basketball hoops may be placed on the driveway. Basketball hoops mounted on a permanent stand may be placed in a location adjacent to the driveway.

RESTRICTIONS ON BUILDING

16. No residence or other structure may be located on any lot so that any part of such structure, other than entrance vestibules, awnings or minor decorative fixtures, is less than 20 feet from the front line of the lot. Setbacks from each street for a structure situated on a corner lot shall comply with the City of Billings Zoning Ordinances.

17. No building may be located less than five (5) feet from any side lot line. The distance shall be measured from the lot line to the nearest wall of the building, (the "side setback"). Two story homes must comply with the side setback restrictions set forth in the zoning ordinances of the City of Billings in effect at the time of construction of the home.

18. Single story houses shall be a minimum of 1,650 square feet in size, excluding the garage. Split level and split entry houses must have at least 1,650 square feet of floor area above the ground level, excluding lower levels wholly or partially underground and the garage. Two story houses shall have a minimum of 1,350 square feet on the main level and 550 square feet on the second level, excluding the garage.

19. No building measured from the highest point of the building, excluding chimneys and small ornamental features, to the elevation of the front curb on the lot on which the same is constructed, may be higher than 36 feet or the maximum permitted by the City of Billings Zoning Ordinances applicable to that lot, whichever is less.

20. No manufactured home, modular home or log home is permitted in Shiloh Point Subdivision.

21. Fences may be constructed of only wrought iron, masonry or PVC fencing, or combinations of these materials, except dog runs which may be fenced with chain link fencing. Fences must be maintained in an attractive condition by the lot owner.

22. All lots must be fully landscaped no later than 12 months after substantial completion of construction of a residence on that lot.

23. Garages and detached buildings (except playhouses) shall have outside walls and a roof of the same materials and colors as those used on the house. Metal roofs are not permitted.

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24. The roof of every building, (except playhouses), must have a minimum pitch of 6/12.

25. No excavation, except that necessary for the construction of improvements, is permitted on any lot until the actual construction of the house is to begin. The owner may, however, drill and excavate for the purpose of testing sub-soil conditions.

26. No building material of any type shall be placed on the property until the owner is ready to commence construction of improvements. Building materials shall be kept within the property lines of the lot on which the house is to be erected and shall not be placed in the streets or between the curb and property line. Construction of any building must be completed no later than 12 months after construction is commenced.

27. At the time a house is constructed on each lot, the owner shall also construct a mailbox enclosure. The enclosure must be brick, stone or cultured stone, stucco, or a combination thereof; the home's address and street name must be engraved or inlaid into the mailbox enclosure.

SEVERABILITY

28. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ALTERATIONS TO THESE RESTRICTIONS

29. These restrictions may be amended by a writing signed by all of the owners of at least 75% of the total number of restricted lots. The writing must be acknowledged and filed in the office of the County Clerk and Recorder of Yellowstone County, Montana. These restrictions may be revoked in whole or in part and additional provisions may be added by a writing signed by all owners of at least 90% of the total number of restricted lots.

ENFORCEMENT

30. Each and every one of the owners of lots in Shiloh Point Subdivision shall have the right to enforce these restrictions and the covenants herein, and any and all amendments thereto, by civil action, including the right to injunctive relief and damages, it being presumed that some damage would occasioned, by reason of the failure of any lot owner to comply with these restrictions and the covenants herein contained. If litigation is commenced to enforce these restrictions and covenants, the prevailing party shall be



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entitled to recover costs and attorney fees in addition to the recovery and remedies ordered by the Court.

IN WITNESS WHEREOF, SHILOH PARK, LLC has executed this Declaration of restrictions the day and year first above written.

SHILOH PARK, LLC

By: Richard A. Dorn
RICHARD A. DORN, Member

By: John L. Wray
JOHN L. WRAY, Member

By: Rod Wilson
Rod Wilson, Attorney in Fact for
John L. Wray

By: Maurice B. Johnson
MAURICE B. JOHNSON, Member

By: Margaret A. Johnson
MARGARET A. JOHNSON, Member

STATE OF MONTANA)
County of Yellowstone)

: ss.

This instrument was acknowledged before me on May 29, 2001, by
RICHARD A. DORN, Member of SHILOH PARK, LLC.

(SEAL)

[Signature]
Notary Public for the State of Montana
My Commission Expires 8.3.02

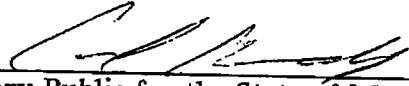
STATE OF MONTANA)
County of Yellowstone) : ss.



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On this 29 day of MAY, 2001, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ROD WILSON, known to me to be the attorney-in-fact for JOHN L. WRAY, member of SHILOH PARK, LLC, who subscribed the member's name to the foregoing instrument as attorney-in-fact.

(SEAL)

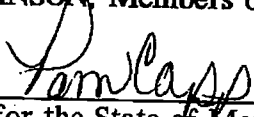


Notary Public for the State of Montana
My Commission Expires 8-3-02

STATE OF MONTANA)
County of Yellowstone) : ss.

This instrument was acknowledged before me on May 31, 2001, by MAURICE B. JOHNSON and MARGARET A. JOHNSON, Members of SHILOH PARK, LLC.

(SEAL)



Notary Public for the State of Montana
My Commission Expires 10-30-2002