

DECLARATION OF RESTRICTIONS

KING WEST PARTNERS, a partnership

to

THE PUBLIC

WHEREAS, the undersigned are the owners of all of Harvest,
A Planned Community and,

WHEREAS, the aforesaid owner desires to place building and
use restrictions on the above-described premises;

NOW, THEREFORE, in consideration of the premises, the
undersigned hereby establishes and declares the following building
restrictions and protective covenants which shall be applicable to
all the above-described real estate.

I.

PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS

All persons, corporations or other entities, who shall here-
after acquire any interest in and to the above-described real estate
shall be taken and held to agree and covenant with the owners of the
lots and with their heirs, devisees, trustees and assigns, to conform
to and to observe the following covenants, restrictions, and stipulations
as to the use thereof, and as to the construction of residences and
improvements thereon.

II.

REAL ESTATE TO WHICH COVENANTS APPLY

The above premises shall be divided into three distinct
areas, Number 1, Number 2 and Number 3, with each having the following
lots included within it. Unless it otherwise states, all of the
below mentioned covenants and restrictions will apply to all lots
in No. 1 area, No. 2 and No. 3 area when those areas are specifically
enumerated.

NO. 1 AREA:

Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,
19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33,
37, 39, 43, 44, 45 and 46.

NO. 2 AREA:

Blocks 2, 6, 17, 18, 28, 35, 36, 38, 41 and 42.

NO. 3 AREA:

Blocks 34, 40.

III.

BUILDING AND USE RESTRICTIONS

1. Each lot in No. 1 area shall be known as a residential lot and shall be used solely for residential purposes. No structure shall be erected, altered, placed or permitted upon any such residential lot, other than one detached single-family dwelling not to exceed two-stories in height. For the purposes of these restrictions, "two-stories" shall mean two-stories above grade on at least one overall dimension of the structure; except "split-level" structures will be permitted. No structure shall exceed 25-feet in height. Garages may not be for more than two cars. Carports of the same finish as the main dwelling are permitted.

In No. 1 area the term "residential purpose" as used herein shall be construed to exclude hospitals, duplex houses, to exclude the rental of portions of homes, and to further exclude professional and commercial uses; and any such usage of this property as expressly prohibited.

2. None of the property in No. 1 area shall at any time be used for the purpose of any trade, profession, manufacturing, or business of any description, and no noxious or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

3. No lot in No. 1 area shall be subdivided for the purpose of constructing more than one dwelling on any lot as platted, and each dwelling shall be located on a building site having at least an area equal to the area of the lot, as platted, on which the dwelling is located.

4. No trailer, basement, tent, shack, garage or other out building erected on lots in No. 1 area and No. 2 area shall at any time be used as a residence, temporarily or permanently, nor shall any

structures of a temporary nature be used as a residence, and the exterior of the dwellings shall be finished in their entirety before they can be occupied.

5. Any building or residence erected on lots in No. 1 area, No. 2 area and No. 3 area, shall be of new construction. No detached storage buildings erected on lots in No. 1 area, No. 2 area and No. 3 area can exceed 96 square feet and all such structures must be painted in colors matching the primary residences or buildings erected thereon.

6. No swine, poultry, goats, horses, cows or other livestock or animals shall be kept on the premises described in No. 1 area, No. 2 area and No. 3 area; provided, however, domestic pets may be kept by the owners, which domestic pets shall be defined as meaning not more than two cats and not more than two dogs per residence which shall be confined to the premises held by his owner except when he is on a leash. No dogs or pets shall be raised or cared for on a commercial basis.

7. No construction equipment or materials of any nature can be moved onto a lot in No. 1 area, No. 2 area or No. 3 area prior to thirty (30) days before the start of construction and any buildings started shall have its exterior completed within one year from the time of starting.

8. No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in No. 1 area, No. 2 area or No. 3 area. All trash, or other refuse, cans and containers in the three areas shall be kept in garages or in enclosures such that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located. No burning barrels shall be allowed on the premises. Garbage cans shall be located to the side or to the rear of the dwelling or structure situated thereon or within the garage except on days when garbage pickup is made.

9. No clothes line poles, wires or devices for hanging clothes shall be erected outside any home or building in No. 1, No. 2 and No. 3 area.

10. All buildings constructed in No. 1 area, No. 2 area and No. 3 area shall be sided with conventional siding, no drop siding, asbestos siding, or siding of an asphalt composition may be used.

11. In No. 1, No. 2 and No. 3 areas all masonry block buildings shall be stuccoed or otherwise covered with an exterior siding.

12. In No. 1 area no buildings or other structures except fences shall be located less than 20 feet from the front lot line. No buildings or other structures except fences shall be located less than 5 feet from the side and rear lot lines.

13. In No. 1 area, No. 2 area and No. 3 area no fences shall be erected between any buildings or other structures and the front lot line. Fences, hedges or other structures when placed between the residence and the side or rear of any lot having a common boundary with a public park shall not be allowed to exceed four feet in height from the finished grade. All other fences erected on any lot may not exceed four feet in height and no fences shall be erected of a chain like or wire material. In any event, the lot owner shall keep erected a three-inch pipe marker with a round cap on the top of it at each corner of the lot which is adjacent to any park. This marker shall be kept painted white and shall extend 24 inches above finished grade and shall be set in concrete to a depth of at least 24 inches below the finished grade.

14. No trailer house, boats, motorcycles, motorbikes, touring vehicles, or recreation vehicles shall be stored on any of the lots in No. 1, No. 2 and No. 3 areas unless enclosed so that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located.

15. Within one year after each residence is occupied in No. 1 area there shall be planted, maintained and, in case of death or destruction, replaced by the owner, two trees in the front yard and two trees in the back yard or side yards. Each tree shall be at least six feet in height excepting that Evergreens shall be at least three feet in height to receive credit toward meeting this requirement.

16. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property conveyed the within deed shall be placed or otherwise installed on any lot or buildings in No. 1 area. Signs in No. 2 area and in No. 3 area may be installed only after written approval by the Architectural Control Committee. Said approval is at the discretion of the Architectural Control Committee.

17. In No. 1, No. 2 and No. 3 areas, no buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to the location with respect to topography and finished grade elevations.

18. The Architectural Control Committee referred to in the prior paragraph is composed of Robert Strand, Tom Llewellyn and Joe Gerbase, all of Billings, Montana. The majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the committee, the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of 80 percent of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

19. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants and restrictions are recorded, after which times said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the ten owners of the lots have been recorded, agreeing to change said covenants and restrictions in whole or in part. Invalidation 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.

IV.

RIGHT TO ENFORCE

The covenants and restrictions herein set forth shall run with the land and bind present owners, their heirs, devisees, trustees, and assigns, and any and all other parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees, trustees and assigns, and with each of the owners of said lots, to conform to and observe said covenants and restrictions as to the use of said lots and the construction of improvements thereon; but, no covenants or restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breach which is committed during its, his, or their seizing of, or title to said land; and the owner or owners of any of the above lands shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or to enforce the observance of the covenants and restrictions above set forth, in addition to ordinary legal action for damages, and the failure of the present owners, or the owner or owners of any lot in the three areas to enforce the covenants and restrictions herein set for at the time of any violation thereof, shall be in no event deemed as a waiver of the right to do so. The above covenants and restrictions may be altered or amended at any time upon the placing

of record at the office of the County Clerk and Recorder of Yellowstone County, Montana, of an instrument showing the written consent thereto by the owners of at least 75% of the above-described lots.

DATED this 20 day of March, 1978.

KING WEST PARTNERS, a Joint Venture

H. Thomas Llewellyn
Managing General Partner

S. Middleton Betts
General Partner

STATE OF MONTANA)
 : SS.
County of Yellowstone)

On this 20 day of March, 1978, before me, a Notary Public for the State of Montana, personally appeared H. THOMAS LLEWELLYN and S. Middleton Betts known to me personally to be the persons who signed the foregoing instrument and acknowledged to me that they executed the same as Managing General Partner and General Partner of King West Partners, a Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 2/12/77

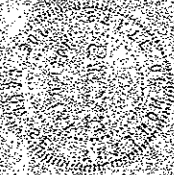


1185083

King West Partners

0001192 (455)

Declaration
Restrictions



STATE OF MONTANA } ss.
County of Yellowstone }
I hereby certify that the within in-
strument was filed in my office for
record on this APR 10 1978

day of April 1978
at 3:16 o'clock P.M. and is
 duly recorded in Book 1092 of

on Page 4644
Witness my hand and official seal
at Bozeman Montana
County Clerk & Recorder
By Pauline Deputy

744
Tom Henkel
201 1125 4

DECLARATION OF RESTRICTIONS

BOOK 1202 PAGE 2390

KING WEST PARTNERS, a partnership

to

THE PUBLIC

WHEREAS, the undersigned are the owners of all of Harvest, a Planned Community and,

WHEREAS, the aforesaid owner desires to place building and use restrictions on the above-described premises;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby establishes and declares the following building restrictions and protective covenants which shall be applicable to all the above-described real estate.

I.

PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS

All persons, corporations or other entities, who shall hereafter acquire any interest in and to the above-described real estate shall be taken and held to agree and covenant with the owners of the lots and with their heirs, devisees, trustees and assigns, to conform to and to observe the following covenants, restrictions, and stipulations as to the use thereof, and as to the construction of residences and improvements thereon.

II.

REAL ESTATE TO WHICH COVENANTS APPLY

The Harvest Subdivision will be divided into three district areas, Number 1, Number 2, and Number 3, with each having the following lots included within it. Unless it otherwise states, all of the below mentioned covenants and restrictions will apply to all lots in No. 1 area, No. 2 and No. 3 areas when those areas are specifically enumerated.

NO. 1 AREA:

Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 37, 39, 43, 44, 45 and 46.

NO. 2 AREA:

Blocks 2, 6, 17, 18, 28, 35, 36, 38, 41 and 42.

NO. 3 AREA:

Blocks 34 and 40.

The specific area being affected by these covenants is in Harvest Subdivision second filing which consists of Lots 10-20, Block 3, Lots 6-15, Block 4, Lots 1-3, Block 10 and Lots 1-10 Block 4. All other covenants pertaining to areas which do not include Blocks 3, 4, 10 and 11 are not applicable to Harvest Subdivision Second.

III.

BUILDING AND USE RESTRICTIONS

1. Each lot in No. 1 area shall be known as a residential lot and shall be used solely for residential purposes. No structure shall be erected, altered, placed or permitted upon any such residential lot, other than one detached single-family dwelling not to exceed two-stories in height. For the purposes of these restrictions, "two-stories" shall mean two-stories above grade on at least one overall dimension of the structure, except "split-level" structures will be permitted. No structure shall exceed 25-feet in height. Garages may not be for more than two cars. Carports of the same finish as the main dwelling are permitted.

In No. 1 area the term "residential purpose" as used herein shall be construed to exclude hospitals, duplex houses, to exclude the rental of portions of homes, and to further exclude professional and commercial uses, and any such usage of this property as expressly prohibited.

2. None of the property in No. 1 area shall at any time be used for purposes of any trade, profession, manufacturing, or business of any description, and no noxious or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

3. No lot in No. 1 area shall be subdivided for the purpose of constructing more than one dwelling on any lot as platted, and each dwelling shall be located on a building site having at least an area equal to the area of the lot, as platted, on which the dwelling is located.

4. No trailer, basement, tent, shack, garage or other out building erected on lots in No. 1 area and No. 2 area shall at any time be used as residence, temporarily or permanently, nor shall any structure of a temporary

nature be used as a residence, and the exterior of the dwellings shall be finished in their entirety before they can be occupied.

5. Any building or residence erected on lots in No. 1 area, No. 2 area, and No. 3 area, shall be of new construction. No detached storage buildings erected on lots in No. 1 area, No. 2 area and No. 3 area can exceed 96 square feet and all such structures must be painted in colors matching the primary residences or buildings erected thereon.

6. No swine, poultry, goats, horses, cows or other livestock or animals shall be kept on the premises described in No. 1 area, No. 2 area and No. 3 area; provided, however, domestic pets may be kept by the owners, which domestic pets shall be defined as meaning not more than two cats and not more than two dogs per residence which shall be confined to the premises held by his owner except when he is on a leash. No dogs or pets shall be raised or cared for on a commercial basis.

7. No construction equipment or materials of any nature can be moved onto a lot in No. 1 area, No. 2 area or No. 3 area prior to thirty (30) days before the start of construction and any buildings started shall have its exterior completed within one year from the time of starting.

8. No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in No. 1 area, No. 2 area or No. 3 area. All trash, or other refuse, cans and containers in the three areas shall be kept in garages or in enclosures such that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located. No burning barrels shall be allowed on the premises. Garbage cans shall be located to the side or to the rear of the dwelling or structure situated thereon or within the garage except on days when garbage pickup is made.

9. No clothes line poles, wires or devices for hanging clothes shall be erected outside any home or building in No. 1, No. 2 and No. 3 areas.

10. All buildings constructed in No. 1 area, No. 2 area and No. 3 area shall be sided with conventional siding, asbestos siding, or siding of an asphalt composition may be used.

11. In No. 1, No. 2 and No. 3 areas all masonry block buildings shall be stuccoed or otherwise covered with an exterior siding.

12. In No. 1 area no buildings or other structures except fences shall be located less than 20 feet from the front lot line. No buildings or other structures except fences shall be located less than 5 feet from the side and rear lot lines.

13. In No. 1 area, No. 2 area and No. 3 area no fences shall be erected between any buildings or other structures and the front lot line. Fences, hedges or other structures when placed between the residence and the side or rear of any lot having a common boundary with a public park shall not be allowed to exceed four feet in height from the finished grade. All other fences erected on any lot may not exceed four feet in height and no fences shall be erected of a chain like or wire material. In any event, the lot owner shall erect a three-inch pipe marker with a round cap on the top of it at each corner of the lot which is adjacent to any park. This marker shall be kept painted white and shall extend 24 inches above finished grade and shall be set in concrete to a depth of at least 24 inches below the finished grade.

14. No trailer house, boats, motorcycles, motorbikes, touring vehicles, or recreation vehicles shall be stored on any of the lots in No. 1, No. 2 and No. 3 areas unless enclosed so that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located.

15. Within one year after each residence is occupied in No. 1 area there shall be planted, maintained and, in case of death or destruction, replaced by the owner, two trees in the front yard and two trees in the back yard or side yards. Each tree shall be at least six feet in height excepting that Evergreens shall be at least three feet in height to receive credit toward meeting this requirement.

16. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property conveyed the within deed shall be placed or otherwise installed on any lot or buildings in No. 1 area. Signs in No. 2 area and in No. 3 area may be installed only after written approval by the Architectural Control Committee. Said approval is at the discretion of the Architectural Control Committee.

17. In No. 1, No. 2 and No. 3 areas, no buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality or workmanship and materials, harmony of external design with existing structures and as to the location with respect to topography and finished grade elevations.

18. The Architectural Control Committee referred to in the prior paragraphs is composed of Robert Strand, Tom Llewellyn and Joe Gerbase, all of Billings, Montana. The majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the committee, the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of 80 percent of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

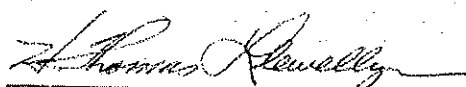
19. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants and restrictions are recorded, after which times said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the ten owners of the lots have been recorded, agreeing to change said covenants and restrictions in whole or in part. 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.

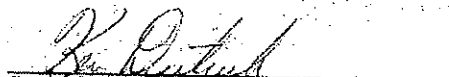
RIGHT TO ENFORCE

The covenants and restrictions herein set forth shall run with the land and bind present owners, their heirs, devisees, trustees, and assigns, and any and all other parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees, trustees and assigns, and with each of the owners of said lots, to conform to and observe said covenants and restrictions as to the use of said lots and the constructions of improvements thereon; but, no covenants or restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breach which is committed during its, his, or their seizing of, or title to said land; and the owner or owners of any of the above lands shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or to enforce the observances of the covenants and restrictions above set forth, in addition to ordinary legal action for damages; and the failure of the present owners, or the owner or owners of any lot in the three areas to enforce the covenants and restrictions herein set for at the time of any violation thereof, shall be in no event deemed as a waiver of the right to do so. The above covenants and restrictions may be altered or amended at any time upon the placing of record at the office of the County Clerk and Recorder of Yellowstone County, Montana, of an instrument showing the written consent thereto by the owners of at least 75% of the above-described lots.

DATED this 30th day of November, 1978.

KING WEST PARTNERS, a Joint Venture


Managing General Partner


General Partner

GERRASE, INC.

By [Signature]
Its President

DARWIN JOHNSON CONSTRUCTION, INC.

By Darwin Johnson
Its President

DESIGN BUILDERS, INC.

By [Signature]
Its President

Darwin Johnson
DARWIN JOHNSON

Patricia Johnson
PATRICIA JOHNSON

STATE OF MONTANA)
 : ss.
 County of Yellowstone)

On this 30th day of November, 1978, before me, the undersigned, a Notary Public for the State of Montana, personally appeared KING WEST PARTNERS and H. THOMAS LLEWELLYN, known to me to be the Managing General Partner of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first hereinabove written.

(SEAL)

Carol A. Mueller
 Notary Public for the State of Montana
 Residing at Billings, Montana
 My Commission Expires: 7-22-80

STATE OF MONTANA)
 : ss.
 County of Yellowstone)

On this 30th day of November, 1978, before me, the undersigned, a Notary Public for the State of Montana, personally appeared KING WEST PARTNERS and Ken Dietrich, known to me to be a General Partner of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first hereinabove written.

(SEAL)

Carol A. Mueller
 Notary Public for the State of Montana
 Residing at Billings, Montana
 My Commission Expires: 7-22-80

STATE OF MONTANA)
County of Yellowstone) : ss.

BOOK 1202 PAGE 2398

On this 30th day of November, 1978, before me, the undersigned, a Notary Public for the State of Montana, personally appeared GERBASE, INC., and JOHN GERBASE, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first hereinabove written.

(SEAL)

Carole A. Mueller
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 7-22-80

STATE OF MONTANA)
County of Yellowstone) : ss.

On this 30th day of November, 1978, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DARWIN JOHNSON CONSTRUCTION, INC. and DARWIN JOHNSON, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first hereinabove written.

(SEAL)

Carole A. Mueller
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 7-22-80

STATE OF MONTANA)
) ss.
 County of Yellowstone)

On this 30th day of November, 1978, before me, the undersigned,
 a Notary Public for the State of Montana, personally appeared DESIGN BUILDERS, INC.
 and James Boyer, known to me to be the President of the
 corporation that executed the within instrument and acknowledged to me that such
 corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial
 Seal the day and year first hereinabove written.

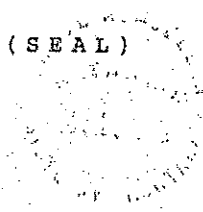


Carol A. Mueller
 Notary Public for the State of Montana
 Residing at Billings, Montana
 My Commission Expires: 7-22-80

STATE OF MONTANA)
) ss.
 County of Yellowstone)

On this 30th day of November, 1978, before me, the
 undersigned, a Notary Public for the State of Montana, personally appeared
 DARWIN JOHNSON and PATRICIA JOHNSON, husband and wife, known to me to be the
 persons whose names are subscribed to the within instrument and acknowledged
 to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial
 Seal the day and year first hereinabove written.



Carol A. Mueller
 Notary Public for the State of Montana
 Residing at Billings, Montana
 My Commission Expires: 7-22-80

King West Partners

~~100~~1202/162400

Restriction

Harvest

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

I hereby certify that the within instrument was filed in my office for

record on this _____

Day of SEP 12 19 19

at 1.01 o'clock 14 31. en: 13

Truly recorded in Book 1202 of

Page 239

Witness my hand and official seal
1957 Feb 11 PM 11:00

County Clerk & Recorder

BY [Signature] Deputy

20th
Llewellyn. Assoc
207 N. 29th

DECLARATION OF RESTRICTIONS

BOOK 1205 PAGE 1063

KING WEST PARTNERS, a partnership

to

THE PUBLIC

WHEREAS, the undersigned are the owners of all of Harvest
Subdivision, Third Filing;

WHEREAS, the aforesaid owner desires to place building and
use restrictions on the above-described premises;

NOW, THEREFORE, in consideration of the premises, the
undersigned hereby establishes and declares the following building
restrictions and protective covenants which shall be applicable to
all the above-described real estate.

I.

PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS

All persons, corporations or other entities, who shall here-
after acquire any interest in and to the above-described real estate
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lots and with their heirs, devisees, trustees and assigns, to conform
to and to observe the following covenants, restrictions, and stipulations,
as to the use thereof, and as to the construction of residences and
improvements thereon.

II.

REAL ESTATE TO WHICH COVENANTS APPLY

The above premises shall be divided into three distinct
areas, Number 1, Number 2 and Number 3, with each having the following
lots included within it. Unless it otherwise states, all of the
below mentioned covenants and restrictions will apply to all lots
in No. 1 area, No. 2 and No. 3 area when those areas are specifically
enumerated.

NO. 1 AREA:

Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,
19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33,
37, 39, 43, 44, 45 and 46.

NO. 2 AREA:

Blocks 2, 6, 17, 18, 28, 35, 36, 38, 41 and 42.

NO. 3 AREA:

Blocks 34, 40.

III.

BUILDING AND USE RESTRICTIONS

1. Each lot in No. 1 area shall be known as a residential lot and shall be used solely for residential purposes. No structure shall be erected, altered, placed or permitted upon any such residential lot, other than one detached single-family dwelling not to exceed two-stories in height. For the purposes of these restrictions, "two-stories" shall mean two-stories above grade on at least one overall dimension of the structure, except "split-level" structures will be permitted. No structure shall exceed 25-feet in height. Garages may not be for more than two cars. Carports of the same finish as the main dwelling are permitted.

In No. 1 area the term "residential purpose" as used herein shall be construed to exclude hospitals, duplex houses, to exclude the rental of portions of homes, and to further exclude professional and commercial uses, and any such usage of this property as expressly prohibited.

2. None of the property in No. 1 area shall at any time be used for the purpose of any trade, profession, manufacturing, or business of any description, and no noxious or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

3. No lot in No. 1 area shall be subdivided for the purpose of constructing more than one dwelling on any lot as platted, and each dwelling shall be located on a building site having at least an area equal to the area of the lot, as platted, on which the dwelling is located.

4. No trailer, basement, tent, shack, garage or other out building erected on lots in No. 1 area and No. 2 area shall at any time be used as a residence, temporarily or permanently, nor shall any

structure of a temporary nature be used as a residence, and the exterior of the dwellings shall be finished in their entirety before they can be occupied.

5. Any building or residence erected on lots in No. 1 area, No. 2 area and No. 3 area, shall be of new construction. No detached storage buildings erected on lots in No. 1 area, No. 2 area and No. 3 area can exceed 96 square feet and all such structures must be painted in colors matching the primary residences or buildings erected thereon.

6. No. swine, poultry, goats, horses, cows or other livestock or animals shall be kept on the premises described in No. 1 area, No. 2 area and No. 3 area; provided, however, domestic pets may be kept by the owners, which domestic pets shall be defined as meaning not more than two cats and not more than two dogs per residence which shall be confined to the premises held by his owner except when he is on a leash. No dogs or pets shall be raised or cared for on a commercial basis.

7. No construction equipment or materials of any nature can be moved onto a lot in No. 1 area, No. 2 area or No. 3 area prior to thirty (30) days before the start of construction and any buildings started shall have its exterior completed within one year from the time of starting.

8. No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in No. 1 area, No. 2 area or No. 3 area. All trash, or other refuse, cans and containers in the three areas shall be kept in garages or in enclosures such that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located. No burning barrels shall be allowed on the premises. Garbage cans shall be located to the side or to the rear of the dwelling or structure situated thereon or within the garage except on days when garbage pickup is made.

9. No clothes line poles, wires or devices for hanging clothes shall be erected outside any home or building in No. 1, No. 2 and No. 3 area.

10. All buildings constructed in No. 1 area, No. 2 area and No. 3 area shall be sided with conventional siding, no drop siding, asbestos siding, or siding of an asphalt composition may be used.

11. In No. 1, No. 2 and No. 3 areas all masonry block buildings shall be stuccoed or otherwise covered with an exterior siding.

12. In No. 1 area no buildings or other structures except fences shall be located less than 20 feet from the front lot line. No buildings or other structures except fences shall be located less than 5 feet from the side and rear lot lines.

13. In No. 1 area, No. 2 area and No. 3 area no fences shall be erected between any buildings or other structures and the front lot line. Fences, hedges or other structures when placed between the residence and the side or rear of any lot having a common boundary with a public park shall not be allowed to exceed four feet in height from the finished grade. All other fences erected on any lot may not exceed four feet in height and no fences shall be erected of a chain like or wire material. In any event, the lot owner shall keep erected a three-inch pipe marker with a round cap on the top of it at each corner of the lot which is adjacent to any park. This marker shall be kept painted white and shall extend 24 inches above finished grade and shall be set in concrete to a depth of at least 24 inches below the finished grade.

14. No trailer house, boats, motorcycles, motorbikes, touring vehicles, or recreation vehicles shall be stored on any of the lots in No. 1, No. 2 and No. 3 areas unless enclosed so that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located.

15. Within one year after each residence is occupied in No. 1 area there shall be planted, maintained and, in case of death or destruction, replaced by the owner, two trees in the front yard and two trees in the back yard or side yards. Each tree shall be at least six feet in height excepting that Evergreens shall be at least three feet in height to receive credit toward meeting this requirement.

16. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property conveyed the within deed shall be placed or otherwise installed on any lot or buildings in No. 1 area. Signs in No. 2 area and in No. 3 area may be installed only after written approval by the Architectural Control Committee. Said approval is at the discretion of the Architectural Control Committee.

17. In No. 1, No. 2 and No. 3 areas, no buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to the location with respect to topography and finished grade elevations.

18. The Architectural Control Committee referred to in the prior paragraph is composed of Robert Strand, Tom Llewellyn and Joe Gerbase, all of Billings, Montana. The majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the committee, the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of 80 percent of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

19. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants and restrictions are recorded, after which times said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the ten owners of the lots have been recorded, agreeing to change said covenants and restrictions in whole or in part. Invalidation 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.

IV.

RIGHT TO ENFORCE

The covenants and restrictions herein set forth shall run with the land and bind present owners, their heirs, devisees, trustees, and assigns, and any and all other parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees, trustees and assigns, and with each of the owners of said lots, to conform to and observe said covenants and restrictions as to the use of said lots and the construction of improvements thereon; but, no covenants of restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breach which is committed during its, his, or their seizing of, or title to said land; and the owner or owners of any of the above lands shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or to enforce the observance of the covenants and restrictions above set forth, in addition to ordinary legal action for damages; and the failure of the present owners, or the owner or owners of any lot in the three areas to enforce the covenants and restrictions herein set for at the time of any violation thereof, shall be in no event deemed as a waiver of the right to do so. The above covenants and restrictions may be altered or amended at any time upon the placing

of record at the office of the County Clerk and Recorder of Yellowstone County, Montana, of an instrument showing the written consent thereto by the owners of at least 75% of the above-described lots.

DATED this 14th day of March, 1979.

KING WEST PARTNERS, a Joint Venture

H. Thomas Llewellyn
Managing General Partner

K. Distich
General Partner

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 14th day of March, 1979, before me, a Notary Public for the State of Montana, personally appeared H. THOMAS LLEWELLYN and K. Distich known to me personally to be the persons who signed the foregoing instrument and acknowledged to me that they executed the same as Managing General Partner and General Partner of King West Partners, a Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Carol A. Mueller
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 7-22-80

(SEAL)

1122585

King West Partners

BOOK 1205 PAGE 1070

~~Restrictions~~
Re: Restrictions
Harvest Sub. 3A



STATE OF MONTANA, } ss.
County of Yellowstone, }
I hereby certify that the within in-
strument was filed in my office for

record on this

Day of MAR 20 1979

at 1:14 P M. and is

duly recorded in Book 1205 of

on Page 1070

Witness my hand and official seal

ROBERT E. MOUNT

County Clerk & Recorder

By J. Sullivan

4/5 Tom Hewell

208 N. 29th

- 13) In No. 1 area, No. 2 area and No. 3 area no fences shall be erected between any buildings or other structures and the front lot line. Fences, hedges or other structures when placed between the residence and the side or rear of any lot having a common boundary with a public park shall not be allowed to exceed four feet in height from the finished grade. All other fences erected on any lot may not exceed four feet in height and no fences shall be erected of a chain like or wire material. In any event, the lot owner shall keep erected a three inch pipe marker with a round cap on the top of it at each corner of the lot which is adjacent to any park. This marker shall be kept painted white and shall extend 24 inches above finished grade and shall be set in concrete to a depth of at least 24 inches below the finished grade.

AMENDED:

Everything the same as before with the exception that fences may be erected at no more than 6 feet in height at finished grade.

The following are the legal owners of property of area No. 3, Harvest Subdivision:
All are Harvest Subdivision, 3rd. Filing

Name	Address	Legal Desc.
1. Paul & Judy A. Roller	3401 Canyon	Lot 11 Blk 12
2. Bob Chambers	485 Blossom Place	Lot 10 Blk 12
3. Robert R. Lang & Mary Ann ^{Delany}	471 Blossom place	Lot 9 Blk 12
4. Jane Brundage	457 Blossom	Lot 8 Blk 12
5. Sherry Doty	429 Blossom	Lot 6 Blk 12
6. James E. Doty	429 Blossom Pl.	Lot 6 Blk 12
7. Freda D. Welch	470 Blossom	Lot 4 Blk 12
8. Eugene M. Lee	484 Blossom	Lot 3 Blk 12
9. Aly M. Lee	484 Blossom	Lot 3 Blk 12
10. David A. Baker	3491 Canyon Dr.	Lot 6 Blk 13
11. David A. Baker	3491 CANYON DR.	Lot 6 Blk 13
12. Marisa Brundage	586 Wheatstone	Lot 1 Blk 10
13. Ann McDonald	3512 WINDMILL CR.	Lot 12 Blk 5
14. Jacqueline McDonald	3512 Windmill Circle	Lot 13 Blk 5
15. Jane Brundage	3511 Windmill Circle	Lot Blk 5
16. Marcella King	419 Wheatstone N.	Lot 2 Blk 3

STATE OF MONTANA)
County of Yellowstone) ss.

On this 29th day of APRIL, 1982, before me the undersigned, A Notary Public for the State of Montana, personally appeared

Paul A & Judy A. Roller and all of the above signatures
known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

Susan K. Anderson
Notary Public for the State of Montana
Residing in Billings, Montana
My commission expires 9-12-82

- 13) In No. 1 area, No. 2 area and No. 3 area no fences shall be erected between any buildings or other structures and the front lot line. Fences, hedges or other structures when placed between the residence and the side or rear of any lot having a common boundary with a public park shall not be allowed to exceed four feet in height from the finished grade. All other fences erected on any lot may not exceed four feet in height and no fences shall be erected of a chain like or wire material. In any event, the lot owner shall keep erected a three inch pipe marker with a round cap on the top of it at each corner of the lot which is adjacent to any park. This marker shall be kept painted white and shall extend 24 inches above finished grade and shall be set in concrete to a depth of at least 24 inches below the finished grade.

AMENDED:

Everything the same as before with the exception that fences may be erected at no more than 6 feet in height at finished grade.

The following are the legal owners of property of area No. 3, Harvest Subdivision: All are Harvest Subdivision, 3rd. Filing:

Name	Address	Legal Desc.
17. <u>Doc Engleking</u>	<u>3402 Windmill Cr</u>	Lot <u>8</u> Blk <u>4</u>
18. <u>Ron 2 Chik</u>	<u>3970 Windmill Cr</u>	Lot <u>3</u> Blk <u>9</u>
19.		Lot <u> </u> Blk <u> </u>
20. <u>King West Partners</u>	<u>See attached list</u>	Lot <u> </u> Blk <u> </u>
21. <u>By H. Thomas Bewdlyn</u>	<u>of lots</u>	Lot <u> </u> Blk <u> </u>
22. <u>Managing Partners</u>		Lot <u> </u> Blk <u> </u>
23.		Lot <u> </u> Blk <u> </u>
24.		Lot <u> </u> Blk <u> </u>
25.		Lot <u> </u> Blk <u> </u>
26.		Lot <u> </u> Blk <u> </u>
27.		Lot <u> </u> Blk <u> </u>
28.		Lot <u> </u> Blk <u> </u>
29.		Lot <u> </u> Blk <u> </u>
30.		Lot <u> </u> Blk <u> </u>
31.		Lot <u> </u> Blk <u> </u>
32.		Lot <u> </u> Blk <u> </u>

STATE OF MONTANA)
County of Yellowstone) ss.

On this 29th day of April, 1982, before me the undersigned, a Notary Public for the State of Montana, personally appeared H. Thomas Bewdlyn of King West Partners known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

Susan K. Anderson
Notary Public for the State of Montana
Residing in Billings, Montana
My commission expires 9-12-82

LOT	Block	Harvest	Subdivision	Filing
Lot 10	Block 11	Harvest	Subdivision	2nd Filing
Lot 1	Block 3	Harvest	Subdivision	3rd Filing
Lot 3	Block 3	Harvest	Subdivision	3rd Filing
Lot 4	Block 3	Harvest	Subdivision	3rd Filing
Lot 9	Block 3	Harvest	Subdivision	3rd Filing
Lot 1	Block 19	Harvest	Subdivision	3rd Filing
Lot 13	Block 23	Harvest	Subdivision	3rd Filing
Lot 1	Block 23	Harvest	Subdivision	3rd Filing
Lot 5	Block 3	"	"	"
6	3	"	"	"
7	3	"	"	"
Lot 1	Block 13	"	"	"
2	13	"	"	"
8	13	"	"	"
L 2	BK 19	"	"	"
3	19	"	"	"
L 2	BK 5	"	"	"
9	5	"	"	"
L 1	BK 36	"	"	"

Lot 1	Block 5	Harvest Subdivision	3rd Filing
Lot 3	Block 5	Harvest Subdivision	3rd Filing
Lot 4	Block 5	Harvest Subdivision	3rd Filing
Lot 5	Block 5	Harvest Subdivision	3rd Filing
Lot 7	Block 5	Harvest Subdivision	3rd Filing
Lot 8	Block 5	Harvest Subdivision	3rd Filing
Lot 10	Block 5	Harvest Subdivision	3rd Filing
Lot 13	Block 5	Harvest Subdivision	3rd Filing
Lot 4	Block 13	Harvest Subdivision	3rd Filing
Lot 5	Block 13	Harvest Subdivision	3rd Filing
Lot 7	Block 13	Harvest Subdivision	3rd Filing
Lot 9	Block 13	Harvest Subdivision	3rd Filing
Lot 1	Block 14	Harvest Subdivision	3rd Filing
Lot 2	Block 14	Harvest Subdivision	3rd Filing
Lot 3	Block 14	Harvest Subdivision	3rd Filing
Lot 4	Block 14	Harvest Subdivision	3rd Filing
Lot 5	Block 14	Harvest Subdivision	3rd Filing
Lot 6	Block 14	Harvest Subdivision	3rd Filing
Lot 7	Block 14	Harvest Subdivision	3rd Filing
Lot 8	Block 14	Harvest Subdivision	3rd Filing
Lot 9	Block 14	Harvest Subdivision	3rd Filing
Lot 10	Block 14	Harvest Subdivision	3rd Filing
Lot 11	Block 14	Harvest Subdivision	3rd Filing
Lot 1	Block 15	Harvest Subdivision	3rd Filing
Lot 2	Block 15	Harvest Subdivision	3rd Filing
Lot 3	Block 15	Harvest Subdivision	3rd Filing
Lot 4	Block 15	Harvest Subdivision	3rd Filing
Lot 5	Block 15	Harvest Subdivision	3rd Filing
Lot 6	Block 15	Harvest Subdivision	3rd Filing
Lot 7	Block 15	Harvest Subdivision	3rd Filing
Lot 8	Block 15	Harvest Subdivision	3rd Filing
Lot 1	Block 16	Harvest Subdivision	3rd Filing
Lot 2	Block 16	Harvest Subdivision	3rd Filing
Lot 4	Block 16	Harvest Subdivision	3rd Filing
Lot 5	Block 16	Harvest Subdivision	3rd Filing
Lot 6	Block 16	Harvest Subdivision	3rd Filing
Lot 7	Block 16	Harvest Subdivision	3rd Filing
Lot 8	Block 16	Harvest Subdivision	3rd Filing
Lot 9	Block 16	Harvest Subdivision	3rd Filing
Lot 4	Block 19	Harvest Subdivision	3rd Filing
Lot 2	Block 20	Harvest Subdivision	3rd Filing
Lot 1	Block 21	Harvest Subdivision	3rd Filing
Lot 6	Block 21	Harvest Subdivision	3rd Filing
Lot 1	Block 24	Harvest Subdivision	3rd Filing
Lot 1	Block 27	Harvest Subdivision	3rd Filing
Lot 4	Block 27	Harvest Subdivision	3rd Filing
Lot 5	Block 27	Harvest Subdivision	3rd Filing
Lot 6	Block 27	Harvest Subdivision	3rd Filing
Lot 7	Block 27	Harvest Subdivision	3rd Filing
Lot 9	Block 27	Harvest Subdivision	3rd Filing

1230310

King West Partners
etal

BOOK 1236 PAGE 3389

Declaration
Restrictions

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

I hereby certify that the within in-
strument was filed in my office for
record on this
day of MAY 27 1982
at 1:30 o'clock P M. and is
duly recorded in Book 1236
on Page 3386

Witness my hand and official seal
MERRILL H. KLUNDT
County Clerk & Recorder

By [Signature] Deputy

14 30
King West Partners
208 N. 29th St.

THIS AGREEMENT made and entered into this 24 day of May, 1982, by and between KING WEST PARTNERS and the CITY OF BILLINGS.

WHEREAS, the undersigned are the owners of at least 75% of all lots in Harvest Subdivision 1st, 2nd, 3rd and 4th Filings, as required by the Declaration of Restrictions to be altered or amended and being of a Planned Development as outlined within the City Zoning Ordinance;

WHEREAS, the aforesaid owners and the City of Billings desire to place building and use restrictions on the above-described premises;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby establish and declare the following building restrictions which shall be applicable to all the above described real estate.

I. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT

All persons, corporations or other entities, who shall hereafter acquire any interest in and to the above described real estate shall be taken and held to agree, to conform to and observe the following building restrictions, and stipulations as to the use thereof, and as to the construction of improvements thereon.

II. BUILDING AND USE RESTRICTIONS

Unless expressly designated below all other standards or requirements of the City of Billings Zoning Ordinance shall be followed for the type of use within each area.

A. LAND USES

1. Single Family or School Area - Area #1 (R-9600)

Blocks 1, 3, 4, 5, 7, 8, 9, 19, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 37, 39, 43, 44, 45, & 46
School Use Block 17

2. Residential Multi-Family or Church - Area #2 (RMF-R)

Blocks 2, 6, 18, 28, 35, 36, 38, 41 & 42
Church Use Blocks 6 & 28

3. Neighborhood Commercial - Area #3 (NC)

Blocks 34 & 40

B. Supplemental Area, Yard and Height Requirements

1. Single Family or School - Area #1 (R-9600)

Minimum Lot Area Per One Dwelling 6,957 sq. ft.

Minimum Yard Requirements:

Front	20 ft.
Side	5 ft.
Side Adjacent to Street	10 ft.
Rear	5 ft.

Garage Entrance at Street 20 ft.

Maximum Height of all Buildings 25 ft.

Maximum Lot Coverage in Percent 40 Percent

Maximum Height all Fences:

Front	0 ft.
Rear	6 ft.

2. Residential Multi-Family or Church - Area (RMF-R)
Maximum Dwelling Units Per Block:

Block # 2 - 152 Units	Block #35 - 41 Units
Block # 6 - 48 Units	Block #36 - 71 Units
Block #18 - 215 Units	Block #38 - 102 Units
Block #28 - 102 Units	Block #41 - 83 Units
	Block #42 - 59 Units

Minimum Lot Area Per Dwelling Unit 1,900 sq. ft.

Minimum Yard Requirements

Front	20 ft.
Side: 1 story	5 ft.
2 or more stories	10 ft.
Side Adjacent to Street	10 ft.
Rear	5 ft.

Garage Entrance at Street 20 ft.

Maximum Height of all Buildings 2 Stories
Except Block 18 5 Stories

Maximum Lot Coverage in Percent 55 Percent

Maximum Height of all Fences

Front	0 ft.
Rear	6 ft.

3. Neighborhood Commercial Area #3 (NC)

Minimum Lot Area Per Site N / A

Minimum Yard Requirement

Front	20 ft.
Side	0 ft.
Side Adjacent Street	10 ft.
Rear	0 ft.

Garage Entrance at Street 20 ft.

Maximum Height of all Buildings 25 ft.

Maximum Lot Coverage Per nt 50 Percent

Maximum Height of all Fences

Front	0 ft.
Rear	6 ft.

C. Development Schedule

Phase 2 Dec. 31, 1984

See attached map for phase outline.

D. Other Special Agreements

1. Building Location and Site Plan

The building location and site plan, as submitted, is not to be used to determine the size or location of building. The location and size shall be determined upon application for building permit based on all the standards outlined above and within the City of Billings Zoning Ordinance.

2. Landscape Plan

1237 JUL 263

The subdivider shall cause construction and furnish the public mall parks by either private contract or STD at the time of each phase to the present day operation and maintenance standards used by the City of Billings Park Department which are:

- (a) City water used for irrigation;
- (b) Complete automatic underground irrigation systems;
- (c) Safe, sturdy, low to the ground playground equipment;
- (d) Ample litter control receptacles;
- (e) Bike rack; and
- (f) Specialized recreation areas, such as ice rinks, Little League fields, football fields, ect., will be according to present City space standards found in public parks.

Development schedule shall be as follows:

Phase 1; Parks 1 - 5	July 1982
Phase 2; Parks 6 - 8, 11 - 13 & 16	Dec. 31, 1984
Phase 3; Parks 9, 10, 14 & 15	Dec. 31, 1986

Map identifying parks is attached

Within said Public mall parks subdivider shall construct bikeway-walkways within the parks. Said bikeway-walkways shall be in accordance with the state of art manuals and as approved by the City Engineer.

A maintenance district to include all nonpublic land within the subdivision of providing necessary funds for utilities, machinery, tools, manpower, supplies to maintain the public mall parks, sidewalks adjacent to parks located in the street right-of-ways, and all recreation facilities installed in the public mall parks within Harvest Subdivision. The City of Billings Park Department shall administer the maintenance district.

3. Drainage Swales

It should be the responsibility of the owner of the premises whereon grass swales, water courses, holding basins or other plantings within the grass swales, water courses, holding basins or other suitable structures trimmed within five (5) inches of the ground and to keep them free from debris and other obstructions.

4. Drive Approaches

Anytime the swale slope is 10 to 1 or less the drive approach shall be constructed of a six (6) inch slab to meet the existing swale elevations.

Anytime the swale side slope is greater than 10 to 1 the drive approach shall be constructed as per "Construction Standards Swale Crossing" (see attachment).

III. PLANNED DEVELOPMENT AGREEMENT AMENDMENTS OR CHANGES

Amendments or changes in the Planned Development Agreement or other documents similarly approved and recorded shall be deemed a major change and considered the same as a new petition and reapplication shall be made in accordance with the procedures for an new application under Article V of the City of Billings Zoning Ordinance.

IV. RIGHT TO ENFORCE

The provisions of this Planned Development Agreement shall be enforced as provided for in Article VIII of the City of Billings Zoning Ordinance.

1237 MAY 264

This agreement signed and dated this 24th day of May, 1982.

"Subdivider"

King West Partners

By: H. Thomas Newell
Managing General Partner

By: W. D. L. Paulsen
General Partner



"City"

By: William B. Fox
Mayor, City of Billings

Attest:

Daniel Y. Stark
City Clerk, City of Billings

State of Montana)
 ss.
County of Yellowstone:

On this 26th day of May, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared H. Thomas Newell Managing General Partner and Ken Dietrich General Partner of King West Partners, known to me to be the persons that executed the within instruments and acknowledged to me that said partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year above written.

Ernest F. Paulsen
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires Jan 25, 1983

STATE OF MONTANA)
 ss.
County of Yellowstone)

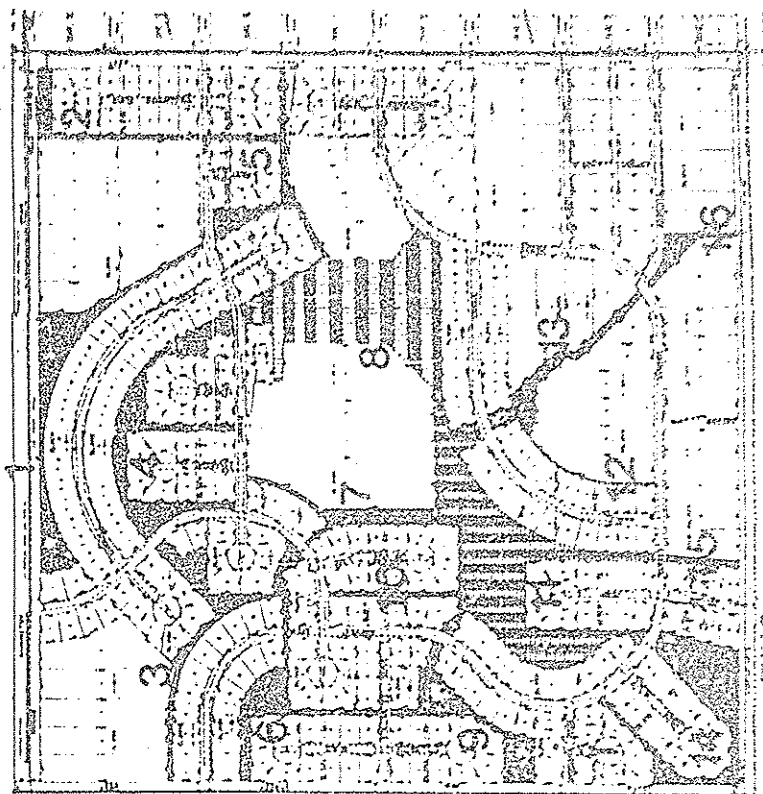
On this 24 day of May, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared WILLIAM B. FOX, Mayor, and BONNIE J. STARK, City Clerk, of the City of Billings, known to me to be the persons who executed the within instrument and acknowledged to me that they executed the same as Mayor and City Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

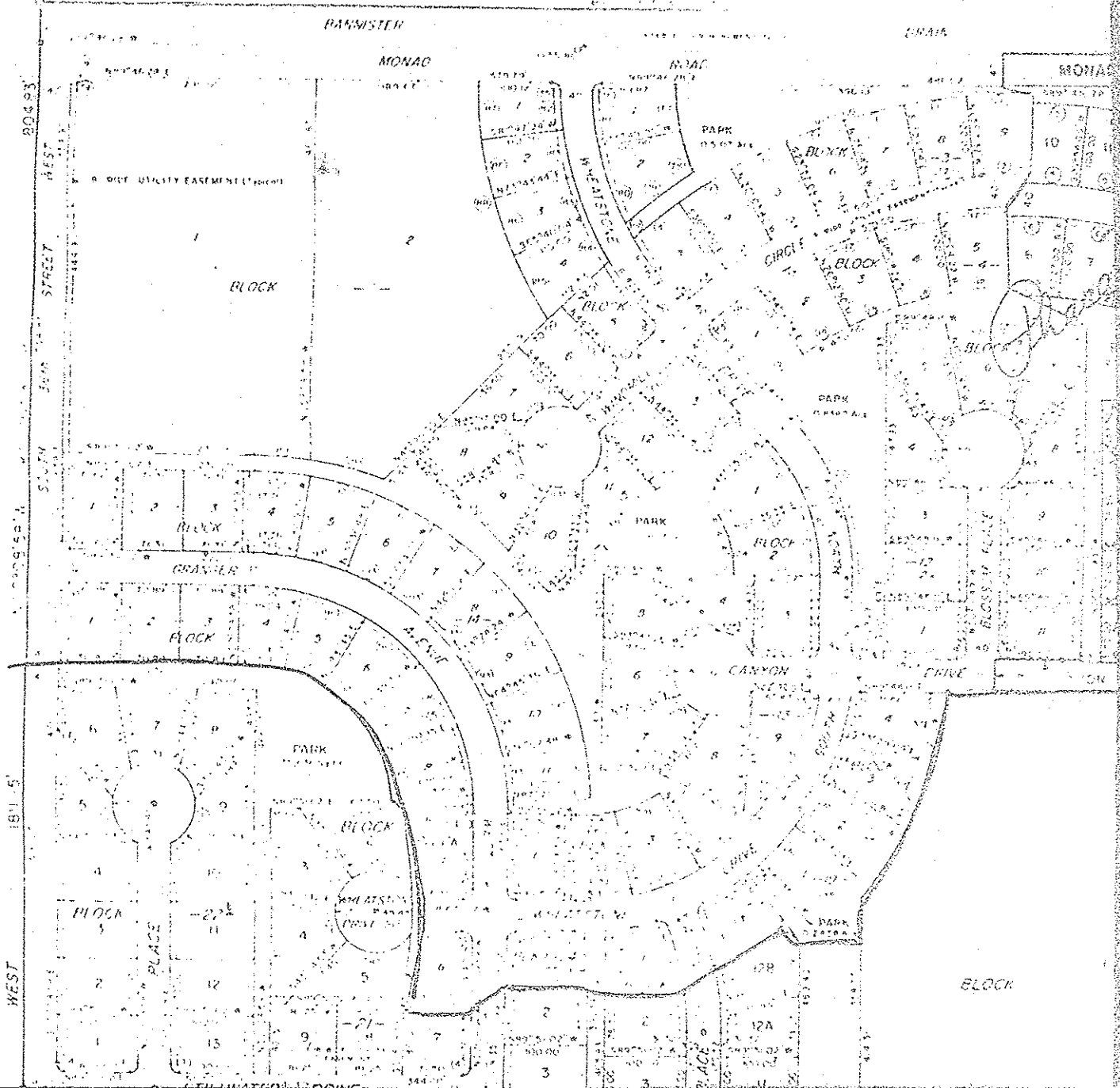
Daniel Y. Stark
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires 10/4/84

HARVEST PARK

Key Map

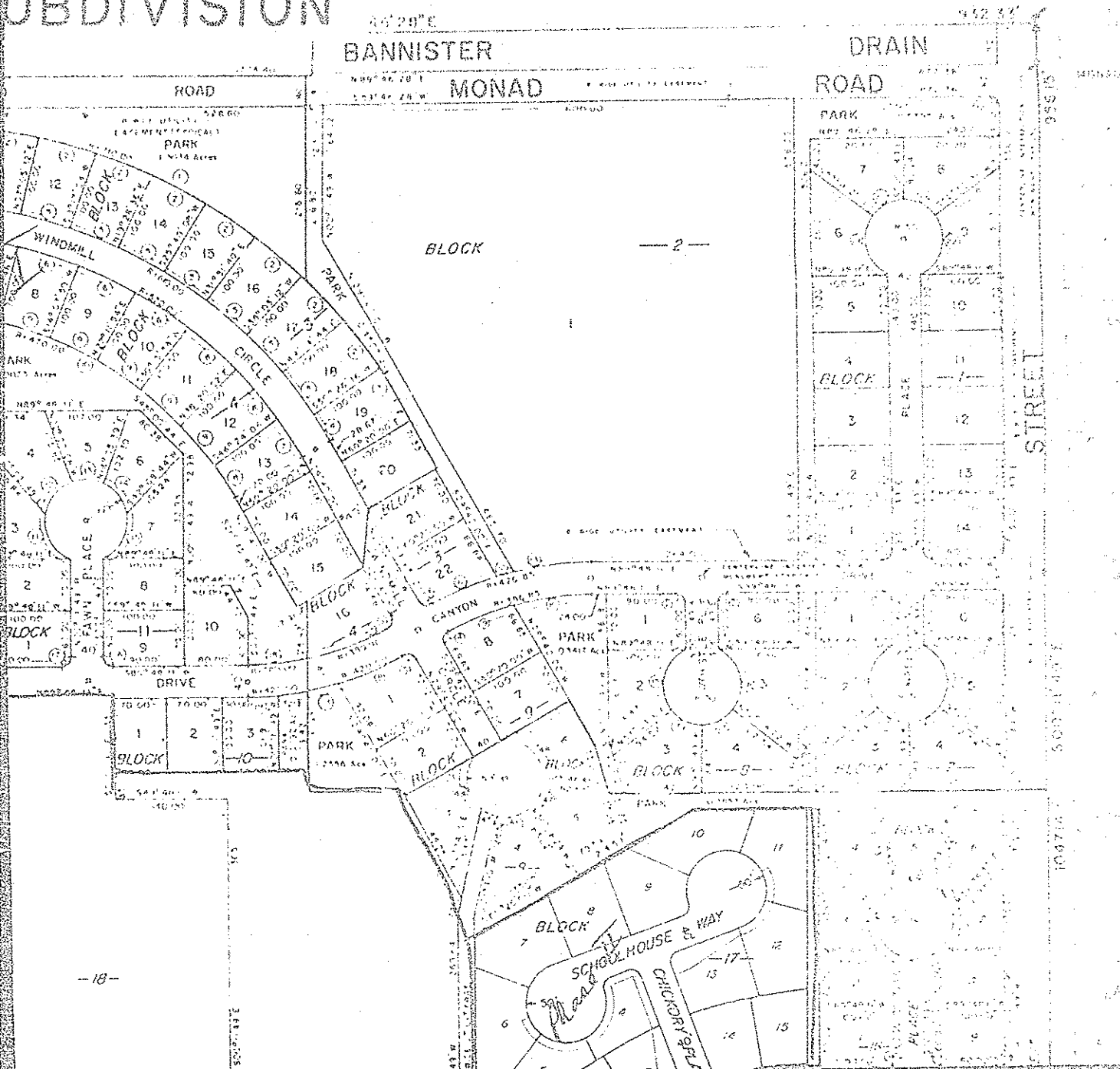


HARVEST S



SUBDIVISION

1237 PINE 267



1237 268

Phase II

S89°46'20"W

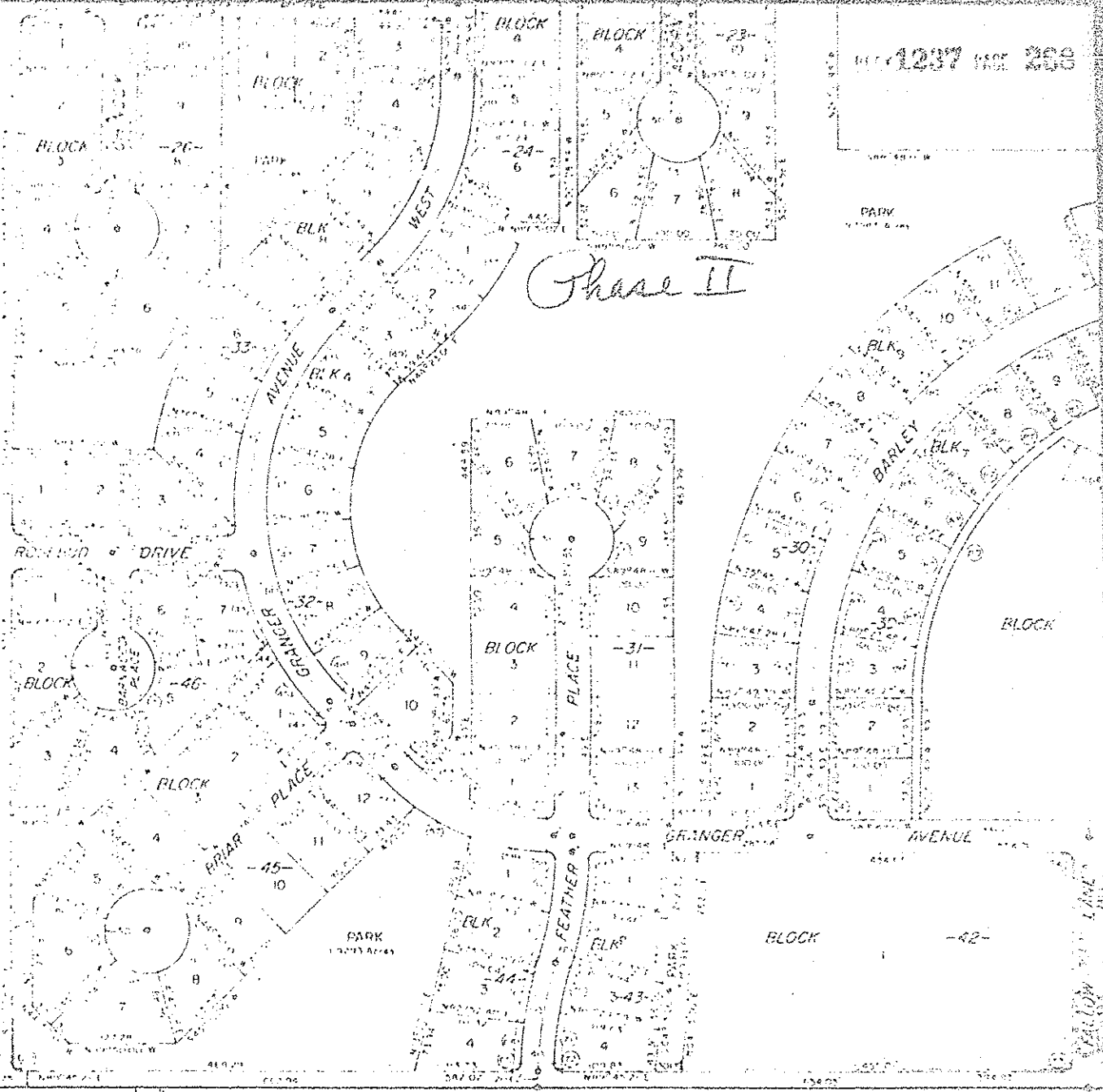
KING

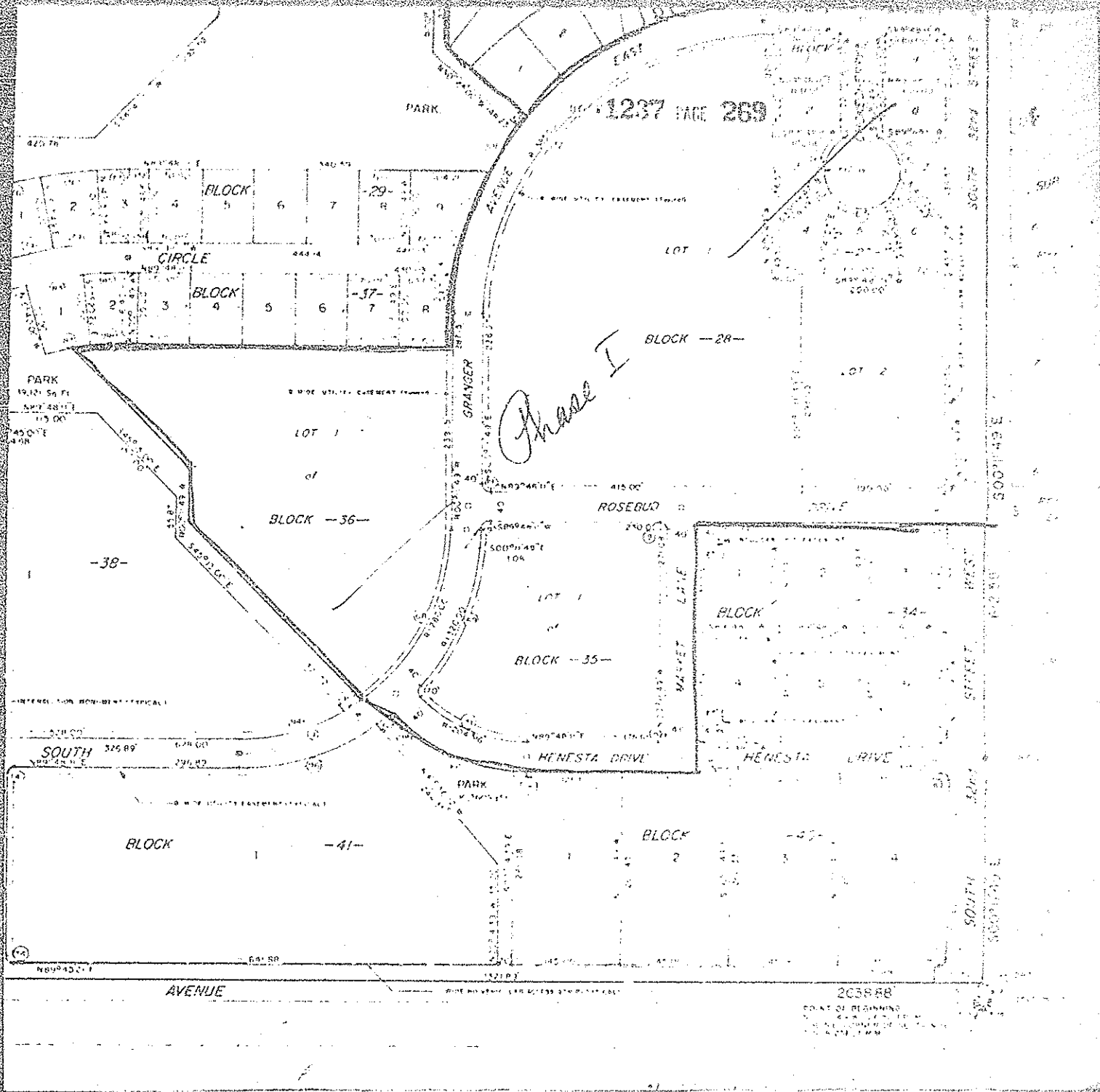
STREET

35th

SOUTH

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1231501

King West Partners

1237 PAGE 270

City of Billings
PAID Agreement

STATE OF MONTANA, } ss.
County of Yellowstone,

I hereby certify that the within instrument was filed in my office for record on this

day of JUN 9 1987
at 12:23 o'clock P. M. and is
also recorded in Book 1237
on Page 264

Witness my hand and official seal
MERRILL H. KLUNDT
County Clerk & Recorder

By J. Sullivan Deputy

Notary

City Clerk

Box 1178

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of March, 1979, by and between KING WEST PARTNERS, a Partnership, hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, MONTANA, hereinafter referred to as "County."

W I T N E S S E T H :

WHEREAS, at a meeting held by the City-County Planning Board on July 19, 1977, the Board approved, subject to certain recommendations made by the Board, a preliminary plat in an area known as HARVEST SUBDIVISION, located in the County of Yellowstone, Montana, and recommended its approval to the Yellowstone County Commissioners; and

WHEREAS, at its meeting on November 14, 1977, the Billings City Council conditionally approved enlarging the sanitary sewer design area, and at its meeting on June 26th, 1978, the Billings City Council to all but five lots approved the water service extension to HARVEST SUBDIVISION, Third Filing, subject to certain recommendations and conditions; and

WHEREAS, at its meeting on March 19, 1979, the Billings City Council approved the water service extension to the remaining five lots in HARVEST SUBDIVISION third filing, namely lots 1 & 6 of Block 21, lot 1 of Block 24 and lots 1 and 13 of Block 23; subject to certain recommendations and conditions; and

WHEREAS, at its meeting of August 2, 1977, the Yellowstone County Commissioners approved the preliminary plat of HARVEST SUBDIVISION; and

WHEREAS, a Subdivision Improvement Agreement is required between the County and Subdivider prior to the approval of the final plat by the City-County Planning Board.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows, as applicable to HARVEST SUBDIVISION, Third Filing:

1. Subdivider agrees to construct the following improvements as required and in conformance with the Yellowstone County Subdivision Regulation:

A. STREETS:

- (1) All dedicated streets shall be built to grade, with satisfactory sub-base, base course and asphalt surface.

The design cross section of the street shall be determined from actual field tests conducted by a responsible testing laboratory. The design section shall be submitted to, and approved by the County Surveyor.

- (2) Relative to the improvements on 32nd Street, King Avenue, 36th Street and Monad Road, Subdivider agrees to share in the costs of paving said streets. Subdivider will, at its own expense, install standard curbs around the entire perimeter of HARVEST SUBDIVISION bordering 32nd, King Avenue, 36th Street and Monad Road. In addition, Subdivider will place a five foot concrete sidewalk, of the Boulevard type, around the exterior perimeter of HARVEST SUBDIVISION on King Avenue, 32nd Street, 36th Street and Monad Road. A variance request was requested by the subdivider and granted by the County, and, as a consequence, the streets within HARVEST SUBDIVISION will not be constructed with curbs or sidewalks. In lieu of curbs and sidewalks a swale will be constructed for the purpose of catching and disseminating run-off. Subdivider will waive its right for the creation of S.I.D.'s for the purpose of periodic maintenance of said swale.
- (3) Street name signs and traffic control devices shall be furnished and installed in accordance with the specifications of the County Surveyor.
- (4) No storm sewer lines or trunk lines will be constructed as a part of this subdivision. However, in lieu thereof, properly designed french drains will be installed on 32nd Street, 36th Street and Monad and King Avenues.
- (5) Street lights shall be furnished and installed in accordance with standards adopted by the County Surveyor.
- (6) A maintenance district shall be created by the subdivider for the maintenance of the street lights.

B. PARKS:

- (1) The Subdivider will construct and furnish the park with lights, walkways and other accessories within HARVEST SUBDIVISION through S.I.D.'s.
- (2) Within said parks, Subdivider shall also as a part of the park S.I.D.'s construct bikeways within the parks. Said bikeways shall not be less than six feet in width and shall be of asphalt construction.
- (3) A maintenance district shall be created for the purpose of providing necessary funds to maintain the parks and bikeways constructed with HARVEST SUBDIVISION.

C. UTILITIES:

- (1) Sanitary sewer and water lines will be provided as approved by the Billings City Utility Engineer.
- (2) It may be necessary for the Subdivider to extend the Billings water system and sewer system into HARVEST SUBDIVISION as the same are not immediately accessible to the subdivision. That extension shall be provided as approved by Billings City Utility Engineer.
- (3) Telephone, gas and electric facilities shall be provided prior to paving streets. In addition, Subdivider will allow the T.V. Cable Co. servicing this area to install plastic

tubes or conduits to accomodate cable T.V. lines under streets at such locations as may be required by the County Surveyor prior to paving streets.

D. SURVEY MONUMENTS:

Shall be installed as required.

2. Subdivider will relocate within a conduit the ditch which crosses the southern portion of HARVEST SUBDIVISION. Said relocation shall be approved by the County Surveyor.

3. Subdivider agrees to provide for any necessary adjustments or alterations to existing improvements caused by the installation of required improvements without cost to the City or County.

4. COMPLETION AND GUARANTEE OF PUBLIC IMPROVEMENTS:

It is understood between the parties that the subdivision which is the subject matter of this agreement will be developed in phases. Each phase will not be smaller in size than anyone or more of the tracts specified in Certificate of Survey No. 1668. This agreement is to control the improvements and manner of completing said improvements relative to all such phases. Within twelve (12) months from the date of filing, a final plat as to each phase or phases, a special improvement district shall be created by the subdivider in respect to the improvement districts necessary to carry out the requirements of this agreement. This improvements districts shall be established and administered in accordance with Montana law and local regulations. Legal and engineering costs in respect thereto shall be borne by the respective districts. The construction work with respect to each special improvement district shall be completed within twelve (12) months from the date the contracts are let with respect thereto. This twelve (12) month period for completion of work is subject to delays caused by litigation, acts of God, weather and union disruption of work. The twelve (12) month period will be extended by the time period during which each event caused work stoppage.

5. The Subdivider agrees to be responsible for the care and maintenance of all improvements until completion and final acceptance of each phase by the County. Upon filing the final plat as to each phase, the Subdivider may commence construction of the buildings thereon. However, it is understood that occupancy permits will not be issued to the developer or its assigns until the following has occurred:

- a. All water lines and sewer lines serving that building have been approved by the Billings Chief Utilities Engineer and the telephone lines and/or gas lines serving that building have been approved by the County;
- b. The streets containing the service lines in item "a" have received cushion gravel; and,
- c. The swale has been cut to grade in front or and for a distance of 300 feet in the direction of flow beyond each lot containing a building for which occupancy permit is sought. Said swale shall contain adequate erosion control devices and either a final or temporary water holding depression to provide a proper holding basin for excess water. The swales shall also be either seeded or sodded.

6. The Subdivider waives all rights of protest to the creation of special improvement districts for the purpose of guarantying performance of the obligations hereby created.

7. Subdivider understands that Harvest Subdivision or portions thereof may be annexed into the City of Billings prior to the time that the intent of this agreement is carried out and in the event of annexation authorizes the City of Billings to enforce the provisions hereof in the place of the County.

8. The Subdivider will be required to construct the improvements on and under the Monad Road immediately north of Harvest Subdivision, Third Filing, upon the happening of either of the following events:

- a. The improvement of Wheatstone Drive; or
- b. The subdivision and improvement of that property immediately north of Harvest Subdivision, Third Filing, and adjacent to Monad Road and execution of a subdivision improvements agreement to improve the North 1/2 of Monad Road.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"Subdivider"

KING WEST PARTNERS, a Joint Venture

H. Thomas Llewellyn
Managing General Partner

Ken Districh
General Partner

"County"

Dwain E. Chilton
Chairman of Yellowstone County Commissioners
Pro tem

ATTEST:

Merrill H. Khundt
Yellowstone County Clerk & Recorder
3-20-79

STATE OF MONTANA)
 : SS.
County of Yellowstone)

On this 14th day of March, 1979, before me, a Notary Public for the State of Montana, personally appeared H. THOMAS LLEWELLYN and Ken Districh known to me personally to be the persons who signed the foregoing instrument and acknowledged to me that they executed the same as Managing General Partner and General Partner of King West Partners, a Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(S E A L)

Carol A. Mueller
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 7-22-80

1122581

King West Partners
70

JOHNONE COUNTY, MONTANA

Sale
agreement

STATE OF MONTANA, ss.
County of Yellowstone, ss.
I, the undersigned, was held in my office
this MAR 20 day of 1919
at 1:10 o'clock P M.
MERRILL H. ELLISON
County Clerk & Recorder
By Sullivan Deputy.

Noted