

AMENDED DECLARATION OF
USE RESTRICTIONS AND COVENANTS FOR
80th STREET ESTATES SUBDIVISION 1st FILING

THE UNDERSIGNED, being at least 75% property owners of 80th Street Estates Subdivision 1st Filing subject to the Declaration of Use Restrictions and Covenants, recorded January 17, 2007, in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document 3407794, hereby amend said Declaration of Use Restrictions and covenants by deleting said declaration in its entirety and replacing it as set forth below:

80th STREET ESTATES SUBDIVISION 1st FILING
DECLARATION OF RESTRICTIONS AND COVENANTS

The following described Real Property, here after referred to as "the Lots" or as Phase I."

22 Lots Total Being: Block 1 Lots 1 - 22 of
Tract 2 of C.O.S. No. 976 situated in
Section 12, Township 1 South, Range 24 East,
M.P.M. according to Certificate of Survey on
File in the Office of the Clerk and Recorder
of Yellowstone County

hereafter represented by Levi J. Britton "DEVELOPER", hereby declare as follows:

The following restrictions shall run with the land, to the benefit of all of the lots and the public, and shall be binding upon all owners of the lots and their successors in interest and assigns. All owners, by acceptance of a deed to any lot subject to this Declaration, and all purchasers under a contract for sale, agree to confirm and be bound by these covenants and restrictions. The following are part of a general plan to sustain the value, desirability and attractiveness of the property to ensure its residents a quality residential environment:

1. Allowed Variance. Block 1 Lot 9 may be used to install water storage tanks with a pump station house for supplying water to other Lots. Emergency services such as Fire Department may build a substation there as well. Block 1 Lots 10, 11, and 12 are excluded from all Restrictions and Covenants. Developer

reserves the right to create any or other Restrictions for these said lots prior to the resale of said Lots without consent from any other Lot owners. The allowed variance pertain to Restriction and Covenants only, Bylaws and Property Owner Association agreements remain valid, binding and in force.

- (a) Approximately 52 acres of property lies to the East of Phase I Lots and approximately 20 acres of property lies to the North of Phase I Lots, with deeded Access from 80th Street West through Phase I Lots. Owners of Phase I Lots may not deter access to or impede any activities of said property to the East or North of Phase I Lots. Signage at 80th Street Entrance and within Phase I Lot area may be fashioned and displayed to direct traffic to properties to the East and North of Phase I Lots.

2. Expansion. Developer hereby reserves the right, in his sole discretion, until the tenth anniversary of the recordation of this Declaration to add all or part of the following described real property (hereafter referred to as "Expansion Property" or as "Phase II" and "Phase III") to the provisions of this Declaration, without the consent of any other owner, mortgagee, or trustee or beneficiary of any trust indenture subject to the following conditions:

- (a) Developer may add property to the provisions of this Declaration by executing and recording one or more amendments to this Declaration, adding the expansion property to the provisions of this Declaration.
- (b) Expansion property must adjoin property already subject to the provisions of this Declaration. Until such an amendment is recorded, the expansion property is not subject to the provisions and restrictions of this Amended Declaration.
- (c) Expansion property must have one or more lots and street access to those lots.

(d) From and after the recording date of each such amendment, the following consequences shall ensue:

(i) The owners of the expansion property shall have nonexclusive rights to use the roads and the utility easements shown on the Plat of the 80th Street Estates Subdivision No. 1, being all of Tract 2 Certificate of Survey No. 976, located in Section 12, Township 1 South, Range 24 East, P.M.M., Yellowstone County, Montana, to the same extent as the owners of Lots 1 through 22 of 80th Street Estates No. 1.

(ii) The Owners of newly added expansion property shall be bound by the provisions of this Declaration, as the same may be amended from time to time.

3. Roads and Easements. There are rights-of-way easements for the roads and for utility purposes for all of the above-described lots. The Developer shall maintain the roads for one (1) year from the date Subdivision is recorded, after which a subdivision agreement is in effect for the roads' continued upkeep. There is a 30 foot easement for utilities and an irrigation pipeline to serve the subdivision's sprinkling needs and the sprinkling needs of each of the lots.

4. Permissible Buildings and Use. All of the lots, except those mentioned in article 1, shall each be used for single-family residential use and accompanying structures only. The term "residential purposes" used herein shall be construed to exclude duplex houses, apartment houses, and any other multiple dwelling houses, modular homes, trailer homes and manufactured homes which shall not be allowed on any of the lots. No store, office, or other place of business of any kind and no hospital, sanitarium, professional or commercial uses shall be erected or permitted upon any of the lots, or any parts thereof. However, an in-home business may be operated as long as it is not obvious to the public from the street, has no sign, and causes no noticeable increase in traffic over and above normal residential activity.

The only permissible buildings on the lot or lots shall be the following:

- (a) Any building or residence constructed on a lot shall be of new construction; no old or used buildings shall be moved onto any lot. Each dwelling shall be constructed so that the floor area enclosed within the perimeter of the exterior walls, exclusive of the basement, if any, shall not be less than:
 - (i) 1,200 square feet on the ground level, exclusive of the open porches, decks, garages, carports, breezeways, and other non-living areas.
 - (ii) Structures shall be limited to two and a half (2½) stories in height on any side or elevation.
 - (iii) All roofing shall be of high quality masonite shingle, concrete tile, or composition asphalt shingle. No hot mop, tar and gravel, tin, galvanized metal, color coated metal, or sod roofs shall be allowed.
- (b) One (1) detached outbuilding is allowed on a lot in addition to the main dwelling. Any detached structure shall be of the same color, material and general design as the main dwelling. The total maximum square footage of the detached structure shall not exceed 1,000 square feet. The side wall of a detached building may not exceed 12 feet in height. Such structures shall be maintained in a manner that exhibits pride of ownership.

All structures to be erected on the subject property shall be of normal and traditional shape, design, style, materials and colors consistent with the quality residential architecture of attractive design. Geodesic domes, "A" frames, flat tops and other unconventional, modernistic or experimental styles shall not be allowed.

Exterior siding on residential structures shall be of low or no maintenance materials including vinyl, seamless metal, stucco, brick, concrete, masonite, stone, or glass or attractive combinations thereof. No metal siding on barns or storage buildings is permitted; no metal siding, except seamless metal shall be permitted on homes and garages.

No temporary or prefabricated structures, modular homes, mobile homes, basements, campers, tepees or tents shall be allowed as a residential dwelling, even as a temporary residence during construction of the permanent residence. No pre-existing structures shall be moved onto any lot.

5. Land Use Restrictions.

- (a) Satellite dishes no larger than one (1) meter in diameter placed in obtrusively on the lot out of view of the neighbors are allowed. All antenna or rails shall be attached to a dwelling house or other permissible structure and shall not protrude in height above the highest point of the structure to which it is attached.
- (b) Propane tanks, gasoline tanks, or other bottled gas tanks shall be shielded from public view by outdoor positioning behind structures and otherwise shielded inconspicuously by fencing, screening, shrubbery or trees.
- (c) No more than two (2) dogs and two (2) cats as domestic pets are allowed for each lot. Other animals or fowl, domestic or wild, horses, cows, pigs, chickens, sheep, llamas, or goats are absolutely prohibited within the boundaries of this subdivision. No domestic pet types shall be kept for breeding or commercial purposes on any lot or lots. All dogs and cats must be kept on the premises unless accompanied by the occupant outside the said premises.
- (d) One dog run per lot is allowed provided the run does not exceed one hundred sixty (160) square feet and is located in the rear yard. Use of chain link for the run is permissible and such

run is to be kept clean and odor free at all times.

- (e) No motorized off-road vehicles, such as four-wheelers are allowed, except on roads and driveways, and then only for transportation. Racing is not allowed.
- (f) No junk, junk vehicles, trash, debris, organic or inorganic waste, shall be permitted to accumulate on any lot. All junk shall be promptly and effectively disposed of, and no lot shall be used as a dumping ground or burial pit.
- (g) No structures of any kind, except fencing and an irrigation pumphouse, shall be located closer than ten (10') feet from any property line nor closer than ten feet (10') from any right of way or access easement. Building a structure in violation of this restriction may result in enforcement requiring the removal of said structure at the owner's expense. Except for the main entrance, no trees or shrubs shall be planted within any recorded easement.
- (h) Excepting for the existing overhead electrical and telephone lines which currently traverse various portions of the subject property, all further utilities and service connections on or across the property and within the individual lots shall be installed underground, including, but not limited to, any further electrical and telephone services and including as well any future water, sewer, natural gas, cable television and any other services or utilities of each and every kind.
- (i) Further subdivision of the subject lots shall be prohibited.

7. Construction. Construction of any structure to be erected on any lot shall be commenced within thirty (30) days after equipment or materials to be used in the construction are moved onto the location, and all construction shall be pursued with reasonable diligence.

Unless the Architectural Committee grants written permission, no garage or other building whatsoever shall be erected on any lot until the dwelling house has been erected or until a contract with the builder has been entered into for the construction of the dwelling which shall comply with the restrictions as herein contained. No garage or other outbuilding shall be used for residential purposes at any time.

8. Utilities. No structure of any kind shall be erected, permitted or maintained on the utility easements as shown on the plat of this subdivision. No lot shall be used for residential purposes prior to compliance with all governing laws and regulations relating to water supply, sanitation, and private septic and drainfield system, all of which each lot owner is responsible for, for his own use, according to the conditions and septic system design provided by the State of Montana, Department of Health and Environmental Sciences. Each owner of a lot or lots is required to connect, at owner's expense, to the public water supply for household purposes, sewer and other public utilities at the time the same become available.

9. Water. Each lot owner must provide and maintain an underground cistern of at least 2,000 gallons for domestic water use. Irrigation water from the "High Ditch" which is conducted by buried pipe to each lot is usually available May to October. The lot owner is responsible for installing a sprinkler system to irrigate the lot and adjacent utility and road right-of-way. Such areas shall be kept green, healthy and trimmed. Each lot owner is responsible for installing equipment to increase water pressure via an individual pump system as needed. For fire suppression, there is an underground water storage tank and dry hydrant system which the Property Owners Association shall maintain.

10. Outside Privies. No outside privies or toilets shall be permitted on any lot, except during construction, and all buildings with plumbing shall have modern inside plumbing with sanitary toilets and running water connected with a sanitary septic tank or other sanitary sewage disposal system as required by the State of Montana, Department of Health and Environmental Sciences.

11. Extraction of Materials. No mining, drilling for oil or natural gas of any kind, extracting gravel or sand or other

earth materials shall be permitted on any real property within this subdivision, except as needed during construction of allowed buildings.

12. Offensive Activity. No noxious or offensive activity, unsightly object, nuisance, or sign (except one "for sale" sign per lot), shall be carried on, erected, placed, or permitted on any lots; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb neighborhood. Feedlots and commercial animal raising are not allowed. It is prohibited to discharge firearms in the subdivision, nor is hunting allowed on any lot.

13. Lights. No light shall be emitted from any property which is unreasonably bright or causes unreasonable glare or interference with the use and enjoyment of other lots. No outdoor lighting shall be installed higher than twenty (20) feet above the ground whether mounted on a pole or attached to a structure. All lighting shall be positioned in such a way and/or be shielded as much as possible so as not to spill unwanted light in the direction of residences on other lots. No spot lights or flood lights shall be allowed to point in the direction of other residences on other lots.

14. Burning. No burning of brush, grass, prunings, garbage, weeds, dead tree branches and the like shall be allowed.

15. Vehicles and Trucks. No commercial vehicles, trucks or equipment shall be parked or stored on any lot or lots or on the street adjacent to any lot or lots except for the purposes of performing a service for a resident and in that event the vehicle shall not remain parked for a period of more than ten (10) hours.

16. Weed Control and Lot Maintenance. Each owner of a lot or lots shall, within a period of one (1) year after the occupancy of a dwelling on said lot area, provide lawn or appropriate erosion control and landscaping cover as required in the Subdivision Improvements Agreement for restoration of construction sites. All noxious weeds on the latest Yellowstone County noxious weed list must be controlled on all properties in the subdivision. Each owner is responsible for controlling weeds on his or her lot. The Developer must file a noxious weed management plan with the Yellowstone County Weed Board, to be

updated annually by the Association. 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 owner.

The right-of-way noxious weed control is the responsibility of the Developer for one (1) year after recordation of this Amendment. Thereafter, right-of-way noxious weed control becomes the responsibility of the Property Owners Association. No use of spray or killing materials is allowed which is harmful to humans, animals, or vegetation on other lots.

- (a) Any dog pens shall be regularly and adequately cleaned to prevent noxious odors, and the unreasonable accumulation of manure shall not be allowed.
- (b) Any and all refuse, rubbish, trash, junk, and waste of any and every kind and of whatever origin shall be kept in closed containers inside a residence, garage or ancillary building, shall not be allowed to remain on or be burned or buried on any lot, shall be regularly removed by the owner or occupier of such lot and disposed of in a sanitary manner in an authorized and approved land fill or collection site.

17. Water Rights. There are no ditch or water rights conveyed with any lots. All rights, if any, remain with Developer to be given over to the Property Owners Association, phase by phase, upon 100% sellout of each phase.

18. Fences. With the exception of the six feet high perimeter fence provided by Developer, it shall be the responsibility of the owner of each lot to install and bear the cost of any yard, privacy or decorative fencing which the owner may desire, together with the maintenance thereof. All interior lot fencing constructed by any owner will be of high quality, commercially installed white vinyl. No wooden, barbed, or wire fences will be allowed, with the exception of dog runs (see 7. (d) above). Certain decorative metal, stone or brick fences may be allowed if cleared first with the Architectural Committee. Fences must be maintained in an attractive condition by the owner with the posts firmly set and upright in the ground, and be in conformance with height, placement, and other regulations

concerning fences. When required by future road improvements all fences and irrigation pipelines in the public right-of-way adjacent to this subdivision shall be removed or relocated outside the public right-of-way at no expense to the county.

19. Outside Storage. Personal items such as yard equipment, utility trailers, boats, camper shells, horse trailers, motor homes, snowmobiles, additional vehicles and campers, must be stored inside acceptable buildings or garages.

20. Snow Removal. The Property Owners Association shall be responsible for snow removal when accumulation is two inches or more. Areas cleared shall be the entrance area and all roads. Special situations may be dealt with by the Private Owners Association on a case by case basis.

21. Amendment. Except for amendments which add expansion property to the terms of this Declaration, these restrictions and maintenance obligations may be amended or rescinded, in whole or in part, only with written consent of at least seventy-five percent (75%) of the lot owners of lots subject to these restrictions and obligations. Each lot has only one vote. Co-ownership or joint ownership of a lot shall be considered as having only one vote. If any lots are still owned by the original Developer, the consent of the original Developer is required to change the Restrictions and Covenants in whole or in part. No amendment or revocation of these restrictions shall be effective unless it is signed by the requisite owners and filed of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

22. Architectural Committee and Review. Developer, LEVI J. BRITTON and BARBARA L. BRITTON, will act as the Architectural Committee so long as Developer owns any of the above-described real property, including expansion property.

Until sale of all of the above-described property, including the expansion property, if any, the design of any residence or outbuilding or fencing on any lot must be approved in advance, in writing, by Developer or Architectural Committee. All requests for approval shall include written plans and specifications for the building, showing its dimensions and height, the type and color of exterior materials to be used, and the location of the building on the lot. The Architectural

Committee may disapprove the design of any residence, outbuilding or fencing for any reason.

The Developer in its sole discretion, may choose three property owners as the initial successor Architectural Committee replacing Developer. Subsequent committee members are to be selected by the Board of Directors of the Property Owners Association. The initial terms of each member shall be for one, two or three years so that not more than one member shall be appointed in any one year.

The Architectural Committee shall act upon all applications within thirty days after delivery to them of the application. The Architectural Committee shall only disapprove an application by a vote against the application by a simple majority. Such disapproval shall always be in writing stating the reason for disapproval. All applications, written approvals and disapprovals shall either be hand delivered and a written receipt obtained from the recipient or be mailed in such a way that a receipt of delivery is obtained from the recipients.

23. Parkland. The original developer, his heirs or assigns, shall decide and dictate the care, use and husbandry (including grazing) of Parkland area at his or their sole discretion.

DATED this ____ day of _____, 2007

LEVI J. BRITTON

BARBARA L. BRITTON

STATE OF MONTANA)
 :
County of Yellowstone)

This instrument was acknowledged before me on ____ day of _____, 2007, by LEVI J. BRITTON and BARBARA L. BRITTON.

IN WITNESS WHEREOF:

I have affixed my official seal, the day and year first above written.

Notary Public for the State of Montana
Residing at: Billings
My Commission Expires: _____

(SEAL)