

#14

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Rhonda Nelson, Clk & Rcdr By [Signature]  
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**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**  
**OF**  
**PRICE HILLS SUBDIVISION**

This Declaration is made this 10<sup>th</sup> day of August, 2007, by Price Hills, LLC with principal offices in Bozeman, Montana, hereinafter referred to as "Declarant."

**RECITALS:**

1. Declarant is the owner of real property situated in Broadwater County, Montana, more particularly described on Exhibit "A" attached hereto and incorporated herein.
2. Declarant intends to sell, dispose of, divide into lots, and convey the real property above described, hereinafter to be known as Price Hills Subdivision.
3. Declarant desires to subject certain lots within Price Hills Subdivision to protective and restrictive covenants, conditions, restrictions, and reservations herein set forth and referred to as "Covenants," each and all of which is and are for the benefit of said property, lots, and subdivision and the owners thereof, and shall run with the land applying to and binding the present owners and all future owners and successors in interest.

NOW, THEREFORE, Declarant does hereby establish, dedicate, publish, and impose upon the lots listed on Exhibit A the following protective and restrictive covenants which shall run with the land and shall be binding upon and

be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors, and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the residential lots in Price Hills Subdivision, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and said Covenants shall inure to and pass with each and every parcel, tract, lot, or division. Said Covenants are as follows:

#### **ARTICLE I** **DEFINITIONS**

**Section 1.** **Association** shall mean Price Hills Subdivision Homeowners' Association, its successors and assigns. The Association may be incorporated as a Montana nonprofit corporation with its Members as the Lot Owners.

**Section 2.** **Committee** shall mean the Design Review Committee.

**Section 3.** **Common Area** shall mean and refer to the real property depicted on the Plat (including improvements thereon) and owned by the Association for the common use and enjoyment of the Owners, including all streets, roads, driveways, walkways, trails, road right-of-ways, park areas and similar areas and facilities on the Plat.

**Section 5.** **Common Expense** shall mean and refer to (a) the costs of maintenance, repair and replacement of the Common Area, including all streets, roads, driveways, walkways and other paved areas, all buildings, if any, and all common utility lines within the Property, (b) all of the real and personal property taxes, if any, levied against the Common Area, (c) the costs of utilities to service and operate the Common Area (including the cost of street lighting) as well as all utility costs and expenses relating to the Lots which are not separately metered and billed to each Lot, (d) the cost of insurance carried pursuant hereto, (e) the cost of maintaining, irrigating and replacing landscaping within or adjacent to the Common Area, (f) proposed capital expenditures with respect to the Common Area, (g) all other expenses of owning, administering, servicing, conserving, managing, and operating the Common Area, (h) all other expenses expressly declared to be common expenses by the Declaration or by the Bylaws of the Association, and (i) all expenses lawfully determined to be common expenses by the Board of the Association.

**Section 6.** **Lot** shall mean and refer to any residential lot shown upon the Price Hills Subdivision Plat and listed on Exhibit A, as the same may be amended from time to time, together with all appurtenances and improvements now or hereafter located thereon. The term "Lot" shall not include any commercial lots within Price Hills Subdivision.

Section 7. "Member" shall mean any person or entity (other than the Association itself) owning or purchasing a Lot. Each Lot Owner shall be a member of the Association and agrees to abide by and be bound by these Covenants, and the Articles of Incorporation, Bylaws, and Resolutions of the Association, if any.

Section 8. "Owner" shall mean the legal title holders, or contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to any Lot but excluding those having an interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean all of the real property described and platted as Price Hills Subdivision, exclusive of the commercial lots, according to the official plat thereof filed of record in the office of the Clerk and Recorder of Broadwater County, Montana.

## ARTICLE II ASSOCIATION

Section 1. Creation of Association. The Association shall be created prior to the conveyance of Lot. Until the Association is created, Declarant shall have all the authority vested in the Association.

Section 2. Purpose of Association. The Association shall be formed as a non-profit corporation in accordance with Chapter 2 of Title 35, Montana Code Annotated for the purpose of enforcing these Covenants and operating the Association for the benefit of all Members.

Section 3. Bylaws. The Bylaws of and for Association shall establish membership in and the duties, powers, operations, and rights of the Association and the Members therein. The Association shall be governed by and empowered to act in accordance with the Bylaws.

Section 4. Voting. Declarant will control all rights and privileges as defined in these Covenants (including all voting) until such time that ninety percent (90%) of all Lots are sold. At such time that ninety percent (90%) of the Lots are sold, Declarant will turn control of the Covenants over to the Members, as described below, and all Members will then be able to vote as indicated in these Covenants. After ninety percent (90%) of the Lots are no longer in Declarant's ownership, each Lot Owner shall have one vote per Lot, and in the event of ownership by more than one person or entity, the Owners shall designate one person to be the agent for receiving notices hereunder, and for the purpose of voting. Each Lot Owner shall be responsible for advising the Association in writing of their current address and the person designated to vote.

The Association shall be deemed to have complied with notice requirements and these Covenants by mailing notice to the address of the designated Lot Owner, which is on file in writing with the Association.

Section 5. Responsibility for Common Area. The Association shall be responsible for obtaining liability insurance for the Common Area, paying all local taxes associated with the Common Area and maintaining all recreational and other facilities located within the Common Area.

### ARTICLE III MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents on the Property and for the improvement, repair, and maintenance of Common Area, and the Association shall bear the responsibility of maintaining the perimeter fences of the subdivision in cooperation with adjoining property owners if required by Montana law, and to provide for snow removal and to promote the enjoyment and living of the Members of the Association. All maintenance, repairs, and replacements of the Common Area shall be a Common Expense; provided, however, if such damage is caused by a negligent or tortious act of any Owner, members of his family, his occupant, agents, employees, invitee(s), or licensee(s), then such Owner shall be responsible and liable for all such damage.

Section 3. Annual Assessments. The Association may adjust assessments to meet the changing needs of the Association. Annual assessment shall be determined by the Board of Directors in an amount estimated to cover the normal operating expenses of the Association for each year as determined in conformity with standard accounting practices, together with such additional amounts as may, in their reasonable judgment, be necessary to cover any past deficits from operations of the Association. Annual

assessments shall be apportioned among the individual Lot Owners equally regardless of home size, lot size, proximity to the Common Area, percentage of street use, or any other variables which may be deemed more or less favorable to an individual home.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of roads, and other capital improvements on the property, including fixtures and personal property related thereto, provided that after Declarant has sold 90% of the Lots, any such assessment shall have the assent of sixty-six and two thirds percent (66 2/3 %) or more of all the votes of Members who are present in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum of Any Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under these Covenants shall be sent to all Members not less than fifteen days or more than forty days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments—Due Dates. Except as herein provided, the annual and special assessments shall commence as to all Lots on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of the due date of each annual assessment and ninety (90) days in advance of a special assessment. Written notice of the annual assessments shall be sent to each Owner or Member subject thereto. The due date of the annual assessments shall be established by the Board of Directors.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the past due date at the maximum interest rate allowable by Montana Law or as determined by the Board of Directors. Any past due assessment on any Lot may be recorded at the office of the Clerk and Recorder of Broadwater County, Montana, and from the date of recording shall be notice of the lien of the assessment to all third parties. The Association may bring an action at law against the Owner personally obligated to pay the same or

foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of the Lot.

Section 8. Sale or Transfer of a Lot. Sale or transfer or encumbrance of any Lot shall not affect the assessment lien if recorded in the records of Broadwater County, or the personal liability of the Owner except to the extent extinguished by Montana law pertaining to liens, mortgages and trust indentures. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such Lot from the liability for any outstanding assessments or from any assessments thereafter becoming due or from the recorded lien thereof.

Section 9. Developed Lots. Assessments shall be levied against all Lots whether developed or undeveloped. "Developed" shall mean Lots upon which a permanent structure is located.

#### ARTICLE IV ARCHITECTURAL CONTROL FOR LOTS

Section 1. Architectural and Design Guidelines for Lots. The requirements governing improvements set forth in this Article IV shall apply to all Lots.

Section 2. Improvements on Lots. All improvements must comply with the Architectural and Design Guidelines. ~~A current set of the Architectural and Design Guidelines for Lots shall be available by contacting the Secretary of the Association. The Board reserves the right to amend the Architectural and Design Guidelines. Such guidelines are intended to compliment any applicable building codes and any future protective covenants which govern this project, and to clarify the intention for the design of buildings for this project. Specifically, these guidelines set forth design criteria which address the building design and location, landscaping, lot density, and other improvements. The intent of these guidelines is to allow as much flexibility as possible while at the same time define a minimum level of quality and building design which will be consistent with and maximize the quality of the overall project.~~

Section 3. Approval of Plans Before Construction. No residential or other structure and no fence, wall, garage, outbuilding, or other structure shall be made, erected, altered, placed, or permitted to remain upon the properties until the plans and specifications showing the design, nature, kind, size, shape, height, material, use, and location of the same shall have been submitted to a Design Review Committee consisting of three (3) Members appointed by the Board of Directors of the Association and approved in writing by the Committee. The plans submitted shall include such detail and information as the Committee shall reasonably deem necessary to enable the Committee to determine whether

the plans comply with the criteria set forth herein. The Design Review Committee shall act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof. If the project is disapproved, the applicant may appeal the decision to the Board of Directors, which has final approval authority.

Section 4. Submittal Requirements. To initiate the review process, plans which comply with the submittal requirements in the Design Guidelines must be delivered to the Committee, along with the application fee determined by the Committee. The initial application fee shall be \$350, but such fee is subject to change by the Committee.

Section 5. Approval or Disapproval by Building and Landscape Review Committee. The Committee shall have thirty (30) days to approve or disapprove the location, construction design, landscaping, or materials used for the home. This thirty (30) day approval time period will not start until after the Committee gives the applicant written notice that a complete application and sufficiently detailed application package has been received by the Committee. The Committee may request additional plans, project specifications, color samples, sample materials or landscaping plans. Upon receiving written approval signed by the majority of Committee members, the Owner may commence construction in accordance with said plan.

Section 6. After Approval, Twelve Months to be Completed. Any structure to be erected in accordance with approval must commence construction within six (6) months of receiving written approval or new approval shall be obtained. All construction must be conducted in accordance with these Covenants and the Design Guidelines. Once construction has commenced, the structure must be completed within one (1) year. If any structure is begun and is not completed in accordance with the plans within twelve (12) months of the commencement of construction, the Board, in its sole discretion, may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure, or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be an obligation of the Owner and a lien on the Property and may be recorded and shall be enforceable by an action at law.

Section 7. Personal Liability. Neither the Association, its officers or directors, the Declarant, the Design Review Committee, nor the individual members thereof, may be held liable to any person for any damages for any Committee action taken pursuant to these Covenants, including, but not limited to, damages which may result from correction, amendment, changes or rejection of plans, the issuance of building permits, or any delays, associated with such action on the part of the Committee.

**ARTICLE V**  
**GENERAL RESTRICTIONS**

**Section 1. Restrictions Imposed.** Certain activities and objects can be detrimental to the overall impression of the Property. Declarant hereby declares that all of the Lot shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon, and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants' as well as those contained elsewhere in these Covenants:

(a) **Use of Common Area.**

(i) No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.

(ii) The use of the Common Area shall be subject to such reasonable rules and regulations as may be adopted from time to time by the Board of Directors.

(b) **Use of Lots.** The Lots shall be used for residential purposes only.

(c) **Lots to be Maintained.** Each Owner shall be responsible to maintain all structures on such Owner's Lot in a manner consistent with its original design, including painting, repair, landscaping, and removing trash and debris. No outside burning will be permitted except for outdoor barbecues. Except during any period of construction or reconstruction, each Lot at all times shall be kept in a clean, sightly and wholesome condition and no trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot or any street. The Owner shall be responsible for ensuring that all landscaping is maintained and all grass shall be cut and trees, bushes and hedges shall be trimmed at such intervals as are necessary to maintain the attractiveness of the Subdivision.

(d) **Nuisances.** No nuisance or unreasonably offensive or noxious activity, including noises (including those from sound systems) and activities or objects that create an offensive odor, nor any other use, activity or practice shall be permitted on or within any Lot which is the source of significant annoyance or embarrassment to, or which significantly offends or disturbs, residents of the Subdivision or which materially interferes with the peaceful enjoyment or possession and proper use of any of the Property by the Owners. As used herein, the term "nuisance" shall not include any activities of Declarant or its designees which are reasonably necessary to the development of and construction on the Property so long as such activities of the Declarant or its designees do not violate



statutes, rules or regulations of any governmental authority having jurisdiction with respect thereto and do not unreasonably interfere with any Owner's use and enjoyment of such Owner's Lot or with any Owner's ingress and egress to or from such Owner's Lot and a public way.

(e) Garbage and Refuse Disposal. No garbage, refuse, rubbish, trash or cuttings shall be deposited on any street or any Lot. All garbage, refuse, trash and cuttings shall be kept in approved covered containers at all times and any such covered container shall be kept within an enclosed structure except for scheduled collections. Dumpster-type containers may be provided at locations specified by the Committee in connection with construction, repair or remodeling of any improvement on the Property, at the Lot Owner's expense. There shall be no incineration or burning of garbage, trash or other waste or debris on any Lot.

(f) Vehicles. All vehicles shall be parked in the garage or on driveways or designated parking areas approved by the Committee. No vehicles shall be parked upon or encroach upon the Common Area except on a temporary basis or in designated parking spaces. Each Owner shall be responsible to see that visitors and Guests utilize the parking areas provided. No outdoor maintenance, service, rebuilding, dismantling, painting or repair work shall be performed except washing and polishing. Trucks exceeding a capacity of one ton may not be regularly parked or kept on the Property except as may be required in connection with construction, service and repair activities. Recreational vehicles, such as boats, mobile homes, campers and camper-trailers may not be kept or stored within the Property except on a temporary basis. However, nothing shall prevent storage of such vehicles on any Lot in an enclosed garage. The Association shall have the authority to promulgate safety rules and regulations regulating or restricting the types of vehicles which may be operated on roadways within the Property, including but not limited to golf carts, motorcycles, motorbikes, snowmobiles, ATVs and bicycles.

(g) Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on or within any Lot except that dogs, cats or other normal household pets may be kept on or within the Lots, provided they are not kept, bred or maintained for any commercial purpose, and shall be subject to any governmental ordinances or laws, as well as any rules and regulations promulgated from time to time by the Board of the Association. It is specifically understood that horses, pigs and livestock of any kind are not a normal household pet. Dogs and cats shall be leashed at all times when outside a Lot and the pet owner shall confine such Owner's pet for excretion to such areas as may be designated by the Association. Owners shall be responsible to clean up after their pets. Pets constituting a nuisance may be ordered by the Board to be kept within the residence of the Owner or ordered expelled from the Property.

(h) Kennels. Kennels are discouraged, and kennels may only be used upon approval of the Design Review Committee.

(i) Signs. No signs, billboards, banners, streamers or advertising devices of any nature except as may be permitted by the Committee shall be erected or maintained on any part of the Subdivision; provided, however, the foregoing shall not apply to the business activities or advertising of Declarant, its agents or representatives, while any Lots remain unsold. Additionally, the Association may erect signs or notices for identification purposes in accordance with applicable statute and municipal laws or codes.

(j) Antennas/Satellite Dishes. Antennas and Satellite Dishes should be positioned in unobtrusive locations with respect given to local aesthetics and views from adjacent properties. Exterior antenna, satellite receivers (dish) or aerial shall not be located on a street facing elevation and shall be screened or landscaped.

(k) Oil or Mining Operations. No operation of any kind for the purpose of discovering or removing any oil, gas, gravel or minerals of any kind shall be conducted on any Lot.

(l) Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence or business either temporarily or permanently.

(m) Drainage Control. Reasonable caution shall be taken during construction, and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be revegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow.

(n) Weed Control. The Owner of each Lot shall control the noxious weeds and all nuisance plants on his or her Lot, and shall further comply with any noxious weed management plan in accordance with the Broadwater County Weed District. In the event the Owner does not control the noxious weeds and nuisance plants, the Association shall deliver written notice to the Owner that the noxious weeds and nuisance plants must be controlled within three (3) days. If the Owner does not control the noxious weeds or nuisance plants within three (3) days of receiving notice, then the Association may hire a professional to control the weeds and assess the Lot Owner for the costs incurred by the Association. If requested by any governmental authority, the Board shall complete a weed management program for the Common Area and submit it to the Broadwater County weed control offices for approval. No owner shall use spray or killing materials in a way that is harmful to humans or animals or to the other adjacent land vegetation.

(o) Outdoor lights. Ground level lighting of patio, deck, driveway and entryway areas on any Lot that do not light areas outside such Lot or create glare are permitted as provided in the Design Guidelines. No flood or spot lights are permitted except as may be authorized by the Committee.

(p) Unscreened outdoor and garage storage. Trash, building materials, and/or maintenance equipment stored on any Lot or garage without sufficient screening from neighbors' views or from adjacent streets are prohibited. Garage doors should be closed whenever possible.

(q) Excessive ornamentation. Excessive driftwood, statues, animal skulls, wagon wheels, windmills, etc., in areas visible to neighbors are not allowed.

(r) Commercial activity. Any activity that is a business or commercial activity drawing customers or requiring business vehicles or employees shall not be allowed on Lots.

(s) Utilities. Electricity, natural gas, and telephone primary service lines shall be brought to each Lot by the developer. However, each Lot Owner is responsible for the cost of bringing electricity, natural gas, and telephone services to his/her residence from the primary line across his/her Lot, including any additions to the primary line, which may be required by location of the improvements on the lot. All utilities shall be underground.

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(t) Fuel Tanks. ~~No outside fuel tanks of any kind shall be allowed, except propane tanks, which must be buried.~~

(u) Off road motorized vehicles. There shall be no use of ATV's, motorbikes, snowmobiles or other motorized vehicles except as set forth in the rules promulgated by the Board of Directors.

(v) Firewood. Firewood shall not be visible from the roads or from the front of any Lot. Firewood may be located in the breezeway between a main structure and a detached garage, so long as such firewood is not visible from the road or the front of any Lot.

(x) Water and Sewer. All Lots shall be served by individual wells and individual wastewater treatment systems. Owners shall be responsible for establishing the wells and for constructing improvements and wastewater treatment systems in compliance with the Certificate of Subdivision Approval issued by the Department of Environmental Quality. Each Owner shall be responsible for maintaining such Owner's individual well and individual wastewater treatment system. In the event an Owner is not completing such maintenance, the Association may issue a written warning and then if such problem is not remedied within three (3) days, the Association may then hire a

professional to properly maintain the system and assess the Lot Owner for the costs incurred by the Association.

Section 2. Enforcement. Any provisions herein may be enforced by an Owner or by the Board of Directors, or by Declarant, either by an action for damages arising out of a violation, or by an action to restrain continuing violation or in any other manner permitted by law. In any action of any kind for the enforcement of these restrictions, if relief is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including attorney's fees.

Section 3. Utility Easement. A ten (10) foot utility easement is reserved unto Declarant, its successors and assigns, along the side and rear lines of each Lot.

#### ARTICLE VI EASEMENTS

##### Section 1. Reservation of Easements.

(a) Access. Easements for access are reserved as shown on the Plat or other duly recorded instruments. No structure, planting or other material shall be placed or permitted to remain within these easements which may damage or interfere with access.

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##### (b) Utilities.

(i) Each Lot shall be and is hereby made subject to all easements for gas, electric, telephone, cable television, water, sewer and septic, snow melt and other lines as are necessary to provide utility service to said Lot, adjacent Lots and/or the buildings located thereon and for snow melt. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public, governmental or quasi-governmental entity for such purpose.

(ii) Without limiting the generality of the foregoing, certain private utility or service connections or lines and equipment, such as gas, telephone, electric, cable television, snow melt, sewer, septic and water lines and the fire protection system, may be located in one of the Lots but used by, or in common with, other Lots. Each Owner of a Lot on which such private utility or service connections or lines or equipment are not located but whose Lot is serviced by the same shall have a perpetual nonexclusive easement in and to that part of the other Lots containing such private utility or service connections or lines or equipment as is reasonably necessary for purposes of maintenance, repair, replacement and inspection thereof.

Section 2. Right of Access. The Association or its delegated representatives, or the Declarant shall have the irrevocable right to have access across a Lot or Lots to each house, dwelling or improvement on any Lot from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair, or replacement in accordance with these Covenants. Such right of access shall be for the purpose of ensuring compliance with these Covenants and the Committee approval and architectural controls in this Subdivision. Except for improvements owned by the Association or used by the Association for its benefit or that of its Members, all maintenance, repairs, or replacements on any Lot or on any structure thereon belonging to any Owner shall, except as otherwise provided herein, be at the expense of the Owner thereof. A similar right of access shall also be reserved and be immediate for the making of emergency repairs therein in order to prevent property damage or personal injury. If any improvements are damaged and the exercise of rights under this provision was not caused by the Lot Owner who suffered damage, then the Association shall restore the improvement to substantially the same condition in which they existed prior to the damage.

**ARTICLE VII**  
**TERM, ENFORCEMENT, APPLICABILITY, AND CHANGE**

Section 1. Term. These Restrictive Covenants shall remain in full force in perpetuity and shall run with the land.

Section 2. Enforcement. In the event the Declarant or the Association ~~finds an Owner to be in violation or breach of any covenant, condition or restriction herein,~~ Declarant or the Association shall give to such Owner written notice of the alleged violation or breach. Owner shall then have ten (10) days from receipt of such notice to deliver a written contest to the alleged violation or breach. If Owner does not timely contest the notice of violation or breach, the alleged violation shall be deemed uncontested. In the event the Owner does timely contest, the Board shall set a date to hear the contest. The Board shall then determine, by a majority vote, whether such violation or breach exists and such determination shall be binding. The Association or Declarant shall then be entitled to pursue proceedings either at law or in equity against any Owner violating or attempting to violate any covenant; and the legal proceedings may be either to restrain violation of the Covenants or to recover damages, or both. The Association shall also be entitled to remedy a violation and shall also be entitled to inspect the Owner's Lot to determine whether a violation exists. No such entry by Declarant, the Association or their agents shall be deemed a trespass, and neither Declarant nor the Association nor their agents shall be subject to liability to the Owner or Occupant of said Lot for such entry and any action taken to remedy or remove a violation. The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation of any Owner in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a trust indenture) upon the Lot in question. The lien provided for in this

section shall not be valid as against a bona fide purchaser or mortgagee for value of the Lot in question unless said lien shall have been filed of record in Broadwater County, Montana, prior to the recordation of the deed or mortgage conveying or encumbering the Lot in question to such purchase or mortgage, respectively.

Section 3. Failure to Enforce. Any failure by the Declarant or Association, or of any subsequent lot owner, to enforce any covenant or restriction contained herein, shall in no event be deemed a waiver or in any way prejudice the rights to enforce that covenant or any other covenant thereafter, or to collect damages for any subsequent breach of these Covenants.

Section 4. Invalidity. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other covenants or provisions, all of which shall remain in full force and effect.

Section 5. Mortgages. A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvements thereon. However, the said restrictions and Covenants shall be binding upon and inure to the benefit of any subsequent Owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 6. Amendment. Subject to Article IX below, these Covenants may be changed in whole or in part by the execution, acknowledgement and recording of an instrument in writing ~~setting forth the change signed by the owners of at least sixty-six and two thirds percent (66 2/3%) of the votes of the Lots in the Subdivision.~~ Any change in these Covenants shall not affect existing structures on the Lots.

#### **ARTICLE VIII** **CONDITIONS REQUIRED BY BROADWATER COUNTY**

Section 1. Additional Conditions. The following restrictions in this Article VIII were required by Broadwater County as a condition to approval of the Subdivision. No condition contained in this Article VIII may be amended without the prior written consent of the Board of Commissioners of Broadwater County.

Section 2. Radon Notice. There are potential health risks from radon concentrations and such risks can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures.

Section 3. Seismic Zone. All dwelling units within the Subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable state building code for this seismic zone (Zone 3).

Section 4. Utility Installation. Any additional, replacement or relocated utility lines shall be installed underground, in accordance with the Broadwater County Subdivision Regulations, unless otherwise determined by the utility provider.

Section 5. Access Restriction. There shall be a "no access" restriction along Price Road, with the exception of the approaches for the internal access roads.

Section 6. Lighting. Any exterior lighting shall be directed downward to minimize visibility beyond the property lines.

Section 7. Waiver of Objection to Special Improvement District. All Owners waive the right to protest to join a special improvement district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance.

Section 8. Indemnity. Declarant, any heirs, successors and assigns, and all future owners of any real property within the Subdivision agree to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair and/or maintenance of the following:

~~(i) Earthquake fault zone and any seismic activity; or~~

(ii) Water availability.

Section 9. Notice. Owners are notified of the presence of agricultural operations in the vicinity of the Subdivision.

Section 10. No Livestock. No Owner shall raise, confine and/or keep livestock on any Lot.

Section 11. Weeds. Each Lot shall be maintained in a clean, attractive, and weed-free manner. Noxious weeds must be pulled, sprayed or cut prior to seed maturity.

Section 12. Waiver of Protest to Rural Improvements. The Owners hereby waive the right to protest joining a rural improvement or maintenance district for the purpose of road maintenance, mosquito control, or equitably funding parks and maintenance of parks.

**156738 Fee: \$ 126.00 Bk 107 Pg 499**

**BROADWATER COUNTY Recorded 08/21/2007 At 10:12 AM**

**Rhonda Nelson, Clk & Rcdr By \_\_\_\_\_**

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**BOZEMAN MT 59715**

**ARTICLE IX**  
**SALE OF LOT**

If, within 12 months of acquiring a Lot, a Lot Owner desires to convey its Lot to a third party or a Lot Owner conveys more than fifty percent (50%) of its equitable ownership to a third party, and no improvements have been completed on the Lot, then Declarant shall have a right of first refusal to purchase the property back for the amount such Lot Owner paid to Declarant. Such right of first refusal shall be triggered by Lot Owner giving Declarant written notice of the Lot Owner's intent to convey the Lot (or equitable interest in Owner) to a third party and Declarant shall then have fourteen (14) days to give notice that Declarant is exercising Declarant's right of first refusal. If Declarant does not give notice of such right within fourteen (14) days, then Declarant's right of first refusal shall lapse and Lot Owner may convey the Lot (or an equitable interest in Owner) to a third party.



IN WITNESS WHEREOF, the Declarant has hereunto set its hand as of this 10 day of August, 2007.

PRICE HILLS, LLC

BY \_\_\_\_\_

John G. McDonnell, Manager

STATE OF MONTANA )  
  : ss.  
County of Gallatin )

This instrument was acknowledged before me on August 10, 2007, by John G. McDonnell, as Manager of Price Hills, LLC.



(Notarial Seal)

Cynthia T. Iken  
Type or Print Name: Cynthia T. Iken  
Notary Public for the State of Montana  
Residing at Bozeman, MT [insert City&State]  
My commission expires 7/17, 2010

156738 Fee: \$ 126.00 Bk 107 Pg 501

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Rhonda Nelson, Clk & Rcdr By \_\_\_\_\_

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BOZEMAN MT 59715

**EXHIBIT A**

*Lots 15-155, 157-214 and 216-264 on the plat for Price Hills Subdivision  
(need correct legal)*

After recording, return to:

\_\_\_\_\_

\_\_\_\_\_

**156739 Fee: \$ 63.00 Bk 107 Pg 502**

BROADWATER COUNTY Recorded 08/21/2007 At 10:57 AM  
Rhonda Nelson, Clk & Rcdr By *[Signature]*  
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BOZEMAN MT 59715

## **SUBDIVISION IMPROVEMENTS AGREEMENT**

The parties to this Subdivision Improvements Agreement ("Agreement") are Price Hills, LLC ("Subdivider") and Broadwater County.

WHEREAS, Subdivider desires to defer construction of improvements described in Attachment A; and

WHEREAS, the purpose of this Agreement is to protect the County and is not intended for the benefit of contractors, suppliers, laborers or others providing work, services, or materials to the Subdivision, or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are authorized by state law and the County subdivision regulations.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Effective Date:** The effective date of this Agreement is the date that final subdivision plat approval is granted by the County.
2. **Attachments:** The Attachments cited herein are hereby made a part of this Agreement.

### **Subdivider's Obligations**

3. **Improvements:** Subdivider shall construct and install, at his own expense, those subdivision improvements listed in Attachment A of this Agreement. Subdivider's obligation to complete the improvements arises upon approval of the final subdivision plat, is not conditioned on the commencement of

construction in the development or sale of any lots or improvements within the subdivision, and is independent of any obligations of the County contained in this Agreement.

4. **Security:** To secure the performance of Subdivider's obligations under this Agreement, Subdivider shall deposit with the County on or before the effective date, an Irrevocable Letter of Credit (or other financial security acceptable to the local officials) in the amount of \$681,255.00. The letter of credit shall be issued by First Interstate Bank, be payable at sight to the County at any time upon presentation of (1) a sight draft drawn on the issuing lending institution in the amount up to \$681,255.00, (2) a signed statement or affidavit executed by an authorized County official stating that Subdivider is in default under this Agreement; and (3) the original copy of the letter of credit.
5. **Standards:** Subdivider shall construct the required improvements according to the standards and specifications required by the County as specified in Attachment A of this Agreement.
6. **Warranty:** Subdivider warrants that each and every improvement shall be free from defects for a period of 1 year from the date that the County accepts the dedication of the last improvement completed by Subdivider.
7. **Commencement and Completion Periods:** Subdivider shall complete all of the required improvements by August 20, 2008.
8. **Compliance with Law:** Subdivider shall comply with all relevant laws, ordinances, regulations and requirements in effect at the time of subdivision plat approval when meeting his obligations under this Agreement.

#### County's Obligations

9. **Inspection and Certification:**

- a. The County shall provide for inspection of the improvements as they are completed and, where found acceptable, shall certify those improvements as complying with the standards and specifications set forth in Attachment A of this Agreement. The inspection and certification, shall occur within fourteen (14) days of notice by Subdivider that the improvements are complete and that Subdivider desires County inspection and certification. Before requesting County certification of any improvement Subdivider shall present to the County valid lien waivers from all persons providing materials or performing work on the improvement.
- b. Certification by the County does not constitute a waiver by the County of the right to draw funds under the letter of credit in the event defects in or

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**BOZEMAN MT 59715**

failure of any improvement are found following the certification.

10. Notice of Defect: The County shall provide timely notice to Subdivider whenever inspection reveals that an improvement does not conform to the standards and specifications set forth in Attachment A, or is otherwise defective. Subdivider shall have thirty (30) days from the date the notice is issued to remedy the defect. The County may not declare a default under this Agreement during the thirty (30) day remedy period unless Subdivider clearly indicates he does not intend to correct the defect. Subdivider shall have no right to correct the defect in, or failure of, any improvement found after the County accepts dedication of the improvements
11. Reduction of Security: After the acceptance of any improvement, the amount that the County is entitled to draw on the letter of credit shall be reduced by an amount equal to ninety percent (90%) of the estimated cost of the improvement as shown in Attachment A. At the request of Subdivider, the County shall execute a certificate verifying the acceptance of the improvement and waiving its right to draw on the letter of credit to the extent of the amount. Upon the certification of all of the improvements the balance that may be drawn under the credit shall be available to the County for the one-year warranty period plus an additional ninety (90) days.
12. Use of Proceeds: The County shall use funds drawn under the letter of credit only for the purposes of completing the improvements or correcting defects in or failure of the improvements.

#### Other Provisions

13. Events of Default: The following conditions, occurrences or actions constitute a default by Subdivider during the completion period:
  - a. failure to complete construction of the improvements within one (1) year of final subdivision plat approval;
  - b. failure to remedy the defective construction of any improvement within the remedy period;
  - c. insolvency of Subdivider or the filing of a petition for bankruptcy; or
  - d. foreclosure of the property or assignment or conveyance of the property in lieu of foreclosure.
14. Measure of Damages: The measure of damages for breach of this Agreement is the reasonable cost of completing the improvements. For purposes of this Agreement the estimated cost of the improvements as specified in Attachment A is prima facie evidence of the minimum cost of

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Rhonda Nelson, Clk & Rcdr By \_\_\_\_\_

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completion. However, neither that amount nor the amount of the letter of credit establishes the maximum amount of Subdivider's liability. The County may complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever was commenced.

**15. Local Government Rights Upon Default:**

- a. Upon the occurrence of any event of default, the County may draw on the letter of credit to the extent of the face amount of the credit less the estimated cost as shown in Attachment A of all improvements previously certified by the County. The County may complete improvements itself or contract with a third party for completion, or the County may assign the proceeds of the letter of credit to a subsequent subdivider who has acquired the Subdivision and who has the same rights of completion as the County if and only if the subsequent subdivider agrees in writing to complete the unfinished improvements.
- b. In addition, the County may suspend final plat approval. During this suspension Subdivider may not sell, transfer or otherwise convey lots or homes within the Subdivision without the express approval of the County until the improvements are completed and certified by the County.

**16. Indemnification:** Subdivider agrees to indemnify and hold the County harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work under this Agreement. Subdivider is not an employee or agent of the County.

**17. Amendment or Modification:** The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County and by Subdivider.

**18. Attorney's Fees:** Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, is entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator or mediator awards relief to both parties, each shall bear its own costs in their entirety.

**19. Third Party Rights:** No person or entity who is not party to this Agreement has any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.

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20. Scope: The Agreement constitutes the entire agreement between the parties and no statement, promise or inducement that is not contained in this Agreement is binding on the parties.

21. Time: For the purpose of computing the commencement and completion periods, and time periods for County action, times in which war, civil disasters, acts of God or extreme weather conditions occur will not be included if the events prevent Subdivider or the County from performing the obligations under this Agreement.

22. Assigns: The benefits of this Agreement to Subdivider may not be assigned without the express written approval of the County. Such approval may not be withheld unreasonably, but any unapproved assignment is void. There is no prohibition on the right of the County to assign its rights under this Agreement.

The County shall release the original Subdivider's letter of credit if it accepts a new security from any subdivider or lender who obtains the property. However, no action by the County constitutes a release of the original subdivider from his liability under this Agreement.

23. Severability: If any part, term or provision of this Agreement is held by the courts to be illegal the illegality shall not affect the validity of any other part, term or provision, and the rights of the parties shall be construed as if the part, term or provision were never part of the Agreement.

Dated this 20 day of August, 2007

  
County Official

"Subdivider"

Price Hills, LLC

By:   
John G. McDonnell, Manager

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STATE OF MONTANA )  
 : ss.  
County of Gallatin )

This instrument was acknowledged before me on August 14, 2007,  
by John G. McDonnell, as Manager of Price Hills, LLC.

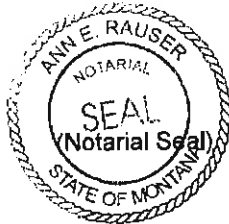


(Notarial Seal)

Cynthia Ikenn  
Type or Print Name: Cynthia T. Ikenn  
Notary Public for the State of Montana  
Residing at Bozeman, MT [insert City&State]  
My commission expires 07/17, 2010

STATE OF MONTANA )  
 : ss.  
County of Broadwater )

This instrument was acknowledged before me on August 20,  
2007, by James Haden, as Commissioner of Broadwater  
County.



(Notarial Seal)

Anne E. Rauser  
Type or Print Name: ANNE E. RAUSER  
Notary Public for the State of Montana  
Residing at Bozeman [insert City&State]  
My commission expires Dec 16 2010

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Gina Sherman  
Crowley Law Firm  
P.O. Box 10969  
Bozeman, MT 59715

RMTCR 1172

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BROADWATER COUNTY Recorded 08/24/2007 At 02:58 P.M.  
Rhonda Nelson, Clk & Rcdr By Dana Rausser  
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HELENA, MT 59624

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**  
**OF**  
**PRICE HILLS SUBDIVISION**

This Declaration is made this 10<sup>th</sup> day of August, 2007, by Price Hills, LLC with principal offices in Bozeman, Montana, hereinafter referred to as "Declarant."

**RECITALS:**

1. Declarant is the owner of real property situated in Broadwater County, Montana, more particularly described on Exhibit "A" attached hereto and incorporated herein.
2. Declarant intends to sell, dispose of, divide into lots, and convey the real property above described, hereinafter to be known as Price Hills Subdivision.
3. Declarant desires to subject certain lots within Price Hills Subdivision to protective and restrictive covenants, conditions, restrictions, and reservations herein set forth and referred to as "Covenants," each and all of which is and are for the benefit of said property, lots, and subdivision and the owners thereof, and shall run with the land applying to and binding the present owners and all future owners and successors in interest.

NOW, THEREFORE, Declarant does hereby establish, dedicate, publish, and impose upon the lots listed on Exhibit A the following protective and restrictive covenants which shall run with the land and shall be binding upon and

be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors, and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the residential lots in Price Hills Subdivision, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and said Covenants shall inure to and pass with each and every parcel, tract, lot, or division. Said Covenants are as follows:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.** Association shall mean Price Hills Subdivision Homeowners' Association, its successors and assigns. The Association may be incorporated as a Montana nonprofit corporation with its Members as the Lot Owners.

**Section 2.** Committee shall mean the Design Review Committee.

**Section 3.** Common Area shall mean and refer to the real property depicted on the Plat (including improvements thereon) and owned by the Association for the common use and enjoyment of the Owners, including all streets, roads, driveways, walkways, trails, road right-of-ways, park areas and similar areas and facilities on the Plat.

**Section 5.** Common Expense shall mean and refer to (a) the costs of maintenance, repair and replacement of the Common Area, including all streets, roads, driveways, walkways and other paved areas, all buildings, if any, and all common utility lines within the Property, (b) all of the real and personal property taxes, if any, levied against the Common Area, (c) the costs of utilities to service and operate the Common Area (including the cost of street lighting) as well as all utility costs and expenses relating to the Lots which are not separately metered and billed to each Lot, (d) the cost of insurance carried pursuant hereto, (e) the cost of maintaining, irrigating and replacing landscaping within or adjacent to the Common Area, (f) proposed capital expenditures with respect to the Common Area, (g) all other expenses of owning, administering, servicing, conserving, managing, and operating the Common Area, (h) all other expenses expressly declared to be common expenses by the Declaration or by the Bylaws of the Association, and (i) all expenses lawfully determined to be common expenses by the Board of the Association.

**Section 6.** Lot shall mean and refer to any residential lot shown upon the Price Hills Subdivision Plat and listed on Exhibit A, as the same may be amended from time to time, together with all appurtenances and improvements now or hereafter located thereon. The term "Lot" shall not include any commercial lots within Price Hills Subdivision.

Section 7. "Member" shall mean any person or entity (other than the Association itself) owning or purchasing a Lot. Each Lot Owner shall be a member of the Association and agrees to abide by and be bound by these Covenants, and the Articles of Incorporation, Bylaws, and Resolutions of the Association, if any.

Section 8. "Owner" shall mean the legal title holders, or contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to any Lot but excluding those having an interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean all of the real property described and platted as Price Hills Subdivision, exclusive of the commercial lots, according to the official plat thereof filed of record in the office of the Clerk and Recorder of Broadwater County, Montana.

## ARTICLE II ASSOCIATION

Section 1. Creation of Association. The Association shall be created prior to the conveyance of Lot. Until the Association is created, Declarant shall have all the authority vested in the Association.

Section 2. Purpose of Association. The Association shall be formed as a non-profit corporation in accordance with Chapter 2 of Title 35, Montana Code Annotated for the purpose of enforcing these Covenants and operating the Association for the benefit of all Members.

Section 3. Bylaws. The Bylaws of and for Association shall establish membership in and the duties, powers, operations, and rights of the Association and the Members therein. The Association shall be governed by and empowered to act in accordance with the Bylaws.

Section 4. Voting. Declarant will control all rights and privileges as defined in these Covenants (including all voting) until such time that ninety percent (90%) of all Lots are sold. At such time that ninety percent (90%) of the Lots are sold, Declarant will turn control of the Covenants over to the Members, as described below, and all Members will then be able to vote as indicated in these Covenants. After ninety percent (90%) of the Lots are no longer in Declarant's ownership, each Lot Owner shall have one vote per Lot, and in the event of ownership by more than one person or entity, the Owners shall designate one person to be the agent for receiving notices hereunder, and for the purpose of voting. Each Lot Owner shall be responsible for advising the Association in writing of their current address and the person designated to vote.

The Association shall be deemed to have complied with notice requirements and these Covenants by mailing notice to the address of the designated Lot Owner, which is on file in writing with the Association.

Section 5. Responsibility for Common Area. The Association shall be responsible for obtaining liability insurance for the Common Area, paying all local taxes associated with the Common Area and maintaining all recreational and other facilities located within the Common Area.

### ARTICLE III MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents on the Property and for the improvement, repair, and maintenance of Common Area, and the Association shall bear the responsibility of maintaining the perimeter fences of the subdivision in cooperation with adjoining property owners if required by Montana law, and to provide for snow removal and to promote the enjoyment and living of the Members of the Association. All maintenance, repairs, and replacements of the Common Area shall be a Common Expense; provided, however, if such damage is caused by a negligent or tortious act of any Owner, members of his family, his occupant, agents, employees, invitee(s), or licensee(s), then such Owner shall be responsible and liable for all such damage.

Section 3. Annual Assessments. The Association may adjust assessments to meet the changing needs of the Association. Annual assessment shall be determined by the Board of Directors in an amount estimated to cover the normal operating expenses of the Association for each year as determined in conformity with standard accounting practices, together with such additional amounts as may, in their reasonable judgment, be necessary to cover any past deficits from operations of the Association. Annual

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**BROADWATER COUNTY Recorded 08/24/2007 At 02:58 PM**

**Rhonda Nelson, Clk & Rcdr By \_\_\_\_\_**

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HELENA, MT 59624**

assessments shall be apportioned among the individual Lot Owners equally regardless of home size, lot size, proximity to the Common Area, percentage of street use, or any other variables which may be deemed more or less favorable to an individual home.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of roads, and other capital improvements on the property, including fixtures and personal property related thereto, provided that after Declarant has sold 90% of the Lots, any such assessment shall have the assent of sixty-six and two thirds percent (66 2/3 %) or more of all the votes of Members who are present in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum of Any Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under these Covenants shall be sent to all Members not less than fifteen days or more than forty days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Date of Commencement of Annual Assessments—Due Dates.** Except as herein provided, the annual and special assessments shall commence as to all Lots on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of the due date of each annual assessment and ninety (90) days in advance of a special assessment. Written notice of the annual assessments shall be sent to each Owner or Member subject thereto. The due date of the annual assessments shall be established by the Board of Directors.

**Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the past due date at the maximum interest rate allowable by Montana Law or as determined by the Board of Directors. Any past due assessment on any Lot may be recorded at the office of the Clerk and Recorder of Broadwater County, Montana, and from the date of recording shall be notice of the lien of the assessment to all third parties. The Association may bring an action at law against the Owner personally obligated to pay the same or

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**HELENA, MT 59624**

foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of the Lot.

**Section 8. Sale or Transfer of a Lot.** Sale or transfer or encumbrance of any Lot shall not affect the assessment lien if recorded in the records of Broadwater County, or the personal liability of the Owner except to the extent extinguished by Montana law pertaining to liens, mortgages and trust indentures. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such Lot from the liability for any outstanding assessments or from any assessments thereafter becoming due or from the recorded lien thereof.

**Section 9. Developed Lots.** Assessments shall be levied against all Lots whether developed or undeveloped. "Developed" shall mean Lots upon which a permanent structure is located.

#### **ARTICLE IV** **ARCHITECTURAL CONTROL FOR LOTS**

**Section 1. Architectural and Design Guidelines for Lots.** The requirements governing improvements set forth in this Article IV shall apply to all Lots.

**Section 2. Improvements on Lots.** All improvements must comply with the Architectural and Design Guidelines. A current set of the Architectural and Design Guidelines for Lots shall be available by contacting the Secretary of the Association. The Board reserves the right to amend the Architectural and Design Guidelines. Such guidelines are intended to compliment any applicable building codes and any future protective covenants which govern this project, and to clarify the intention for the design of buildings for this project. Specifically, these guidelines set forth design criteria which address the building design and location, landscaping, lot density, and other improvements. The intent of these guidelines is to allow as much flexibility as possible while at the same time define a minimum level of quality and building design which will be consistent with and maximize the quality of the overall project.

**Section 3. Approval of Plans Before Construction.** No residential or other structure and no fence, wall, garage, outbuilding, or other structure shall be made, erected, altered, placed, or permitted to remain upon the properties until the plans and specifications showing the design, nature, kind, size, shape, height, material, use, and location of the same shall have been submitted to a Design Review Committee consisting of three (3) Members appointed by the Board of Directors of the Association and approved in writing by the Committee. The plans submitted shall include such detail and information as the Committee shall reasonably deem necessary to enable the Committee to determine whether

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**HELENA, MT 59624**

the plans comply with the criteria set forth herein. The Design Review Committee shall act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof. If the project is disapproved, the applicant may appeal the decision to the Board of Directors, which has final approval authority.

**Section 4. Submittal Requirements.** To initiate the review process, plans which comply with the submittal requirements in the Design Guidelines must be delivered to the Committee, along with the application fee determined by the Committee. The initial application fee shall be \$350, but such fee is subject to change by the Committee.

**Section 5. Approval or Disapproval by Building and Landscape Review Committee.** The Committee shall have thirty (30) days to approve or disapprove the location, construction design, landscaping, or materials used for the home. This thirty (30) day approval time period will not start until after the Committee gives the applicant written notice that a complete application and sufficiently detailed application package has been received by the Committee. The Committee may request additional plans, project specifications, color samples, sample materials or landscaping plans. Upon receiving written approval signed by the majority of Committee members, the Owner may commence construction in accordance with said plan.

**Section 6. After Approval, Twelve Months to be Completed.** Any structure to be erected in accordance with approval must commence construction within six (6) months of receiving written approval or new approval shall be obtained. All construction must be conducted in accordance with these Covenants and the Design Guidelines. Once construction has commenced, the structure must be completed within one (1) year. If any structure is begun and is not completed in accordance with the plans within twelve (12) months of the commencement of construction, the Board, in its sole discretion, may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure, or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be an obligation of the Owner and a lien on the Property and may be recorded and shall be enforceable by an action at law.

**Section 7. Personal Liability.** Neither the Association, its officers or directors, the Declarant, the Design Review Committee, nor the individual members thereof, may be held liable to any person for any damages for any Committee action taken pursuant to these Covenants, including, but not limited to, damages which may result from correction, amendment, changes or rejection of plans, the issuance of building permits, or any delays, associated with such action on the part of the Committee.

**156774 Fee: \$ 126.00 Bk 107 Pg 629**

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**HELENA, MT 59624**

**ARTICLE V**  
**GENERAL RESTRICTIONS**

**Section 1. Restrictions Imposed.** Certain activities and objects can be detrimental to the overall impression of the Property. Declarant hereby declares that all of the Lot shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon, and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants' as well as those contained elsewhere in these Covenants:

(a) **Use of Common Area.**

(i) No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.

(ii) The use of the Common Area shall be subject to such reasonable rules and regulations as may be adopted from time to time by the Board of Directors.

(b) **Use of Lots.** The Lots shall be used for residential purposes only.

(c) **Lots to be Maintained.** Each Owner shall be responsible to maintain all structures on such Owner's Lot in a manner consistent with its original design, including painting, repair, landscaping, and removing trash and debris. No outside burning will be permitted except for outdoor barbecues. Except during any period of construction or reconstruction, each Lot at all times shall be kept in a clean, sightly and wholesome condition and no trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot or any street. The Owner shall be responsible for ensuring that all landscaping is maintained and all grass shall be cut and trees, bushes and hedges shall be trimmed at such intervals as are necessary to maintain the attractiveness of the Subdivision.

(d) **Nuisances.** No nuisance or unreasonably offensive or noxious activity, including noises (including those from sound systems) and activities or objects that create an offensive odor, nor any other use, activity or practice shall be permitted on or within any Lot which is the source of significant annoyance or embarrassment to, or which significantly offends or disturbs, residents of the Subdivision or which materially interferes with the peaceful enjoyment or possession and proper use of any of the Property by the Owners. As used herein, the term "nuisance" shall not include any activities of Declarant or its designees which are reasonably necessary to the development of and construction on the Property so long as such activities of the Declarant or its designees do not violate

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statutes, rules or regulations of any governmental authority having jurisdiction with respect thereto and do not unreasonably interfere with any Owner's use and enjoyment of such Owner's Lot or with any Owner's ingress and egress to or from such Owner's Lot and a public way.

(e) Garbage and Refuse Disposal. No garbage, refuse, rubbish, trash or cuttings shall be deposited on any street or any Lot. All garbage, refuse, trash and cuttings shall be kept in approved covered containers at all times and any such covered container shall be kept within an enclosed structure except for scheduled collections. Dumpster-type containers may be provided at locations specified by the Committee in connection with construction, repair or remodeling of any improvement on the Property, at the Lot Owner's expense. There shall be no incineration or burning of garbage, trash or other waste or debris on any Lot.

(f) Vehicles. All vehicles shall be parked in the garage or on driveways or designated parking areas approved by the Committee. No vehicles shall be parked upon or encroach upon the Common Area except on a temporary basis or in designated parking spaces. Each Owner shall be responsible to see that visitors and Guests utilize the parking areas provided. No outdoor maintenance, service, rebuilding, dismantling, painting or repair work shall be performed except washing and polishing. Trucks exceeding a capacity of one ton may not be regularly parked or kept on the Property except as may be required in connection with construction, service and repair activities. Recreational vehicles, such as boats, mobile homes, campers and camper-trailers may not be kept or stored within the Property except on a temporary basis. However, nothing shall prevent storage of such vehicles on any Lot in an enclosed garage. The Association shall have the authority to promulgate safety rules and regulations regulating or restricting the types of vehicles which may be operated on roadways within the Property, including but not limited to golf carts, motorcycles, motorbikes, snowmobiles, ATVs and bicycles.

(g) Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on or within any Lot except that dogs, cats or other normal household pets may be kept on or within the Lots, provided they are not kept, bred or maintained for any commercial purpose, and shall be subject to any governmental ordinances or laws, as well as any rules and regulations promulgated from time to time by the Board of the Association. It is specifically understood that horses, pigs and livestock of any kind are not a normal household pet. Dogs and cats shall be leashed at all times when outside a Lot and the pet owner shall confine such Owner's pet for excretion to such areas as may be designated by the Association. Owners shall be responsible to clean up after their pets. Pets constituting a nuisance may be ordered by the Board to be kept within the residence of the Owner or ordered expelled from the Property.

(h) Kennels. Kennels are discouraged, and kennels may only be used upon approval of the Design Review Committee.

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(i) Signs. No signs, billboards, banners, streamers or advertising devices of any nature except as may be permitted by the Committee shall be erected or maintained on any part of the Subdivision; provided, however, the foregoing shall not apply to the business activities or advertising of Declarant, its agents or representatives, while any Lots remain unsold. Additionally, the Association may erect signs or notices for identification purposes in accordance with applicable statute and municipal laws or codes.

(j) Antennas/Satellite Dishes. Antennas and Satellite Dishes should be positioned in unobtrusive locations with respect given to local aesthetics and views from adjacent properties. Exterior antenna, satellite receivers (dish) or aerial shall not be located on a street facing elevation and shall be screened or landscaped.

(k) Oil or Mining Operations. No operation of any kind for the purpose of discovering or removing any oil, gas, gravel or minerals of any kind shall be conducted on any Lot.

(l) Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence or business either temporarily or permanently.

(m) Drainage Control. Reasonable caution shall be taken during construction, and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be revegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow.

(n) Weed Control. The Owner of each Lot shall control the noxious weeds and all nuisance plants on his or her Lot, and shall further comply with any noxious weed management plan in accordance with the Broadwater County Weed District. In the event the Owner does not control the noxious weeds and nuisance plants, the Association shall deliver written notice to the Owner that the noxious weeds and nuisance plants must be controlled within three (3) days. If the Owner does not control the noxious weeds or nuisance plants within three (3) days of receiving notice, then the Association may hire a professional to control the weeds and assess the Lot Owner for the costs incurred by the Association. If requested by any governmental authority, the Board shall complete a weed management program for the Common Area and submit it to the Broadwater County weed control offices for approval. No owner shall use spray or killing materials in a way that is harmful to humans or animals or to the other adjacent land vegetation.

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(o) Outdoor lights. Ground level lighting of patio, deck, driveway and entryway areas on any Lot that do not light areas outside such Lot or create glare are permitted as provided in the Design Guidelines. No flood or spot lights are permitted except as may be authorized by the Committee.

(p) Unscreened outdoor and garage storage. Trash, building materials, and/or maintenance equipment stored on any Lot or garage without sufficient screening from neighbors' views or from adjacent streets are prohibited. Garage doors should be closed whenever possible.

(q) Excessive ornamentation. Excessive driftwood, statues, animal skulls, wagon wheels, windmills, etc., in areas visible to neighbors are not allowed.

(r) Commercial activity. Any activity that is a business or commercial activity drawing customers or requiring business vehicles or employees shall not be allowed on Lots.

(s) Utilities. Electricity, natural gas, and telephone primary service lines shall be brought to each Lot by the developer. However, each Lot Owner is responsible for the cost of bringing electricity, natural gas, and telephone services to his/her residence from the primary line across his/her Lot, including any additions to the primary line, which may be required by location of the improvements on the lot. All utilities shall be underground.

(t) Fuel Tanks. No outside fuel tanks of any kind shall be allowed, except propane tanks, which must be buried.

(u) Off road motorized vehicles. There shall be no use of ATV's, motorbikes, snowmobiles or other motorized vehicles except as set forth in the rules promulgated by the Board of Directors.

(v) Firewood. Firewood shall not be visible from the roads or from the front of any Lot. Firewood may be located in the breezeway between a main structure and a detached garage, so long as such firewood is not visible from the road or the front of any Lot.

(x) Water and Sewer. All Lots shall be served by individual wells and individual wastewater treatment systems. Owners shall be responsible for establishing the wells and for constructing improvements and wastewater treatment systems in compliance with the Certificate of Subdivision Approval issued by the Department of Environmental Quality. Each Owner shall be responsible for maintaining such Owner's individual well and individual wastewater treatment system. In the event an Owner is not completing such maintenance, the Association may issue a written warning and then if such problem is not remedied within three (3) days, the Association may then hire a

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professional to properly maintain the system and assess the Lot Owner for the costs incurred by the Association.

Section 2. Enforcement. Any provisions herein may be enforced by an Owner or by the Board of Directors, or by Declarant, either by an action for damages arising out of a violation, or by an action to restrain continuing violation or in any other manner permitted by law. In any action of any kind for the enforcement of these restrictions, if relief is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including attorney's fees.

Section 3. Utility Easement. A ten (10) foot utility easement is reserved unto Declarant, its successors and assigns, along the side and rear lines of each Lot.

## ARTICLE VI EASEMENTS

### Section 1. Reservation of Easements.

(a) Access. Easements for access are reserved as shown on the Plat or other duly recorded instruments. No structure, planting or other material shall be placed or permitted to remain within these easements which may damage or interfere with access.

(b) Utilities.

(i) Each Lot shall be and is hereby made subject to all easements for gas, electric, telephone, cable television, water, sewer and septic, snow melt and other lines as are necessary to provide utility service to said Lot, adjacent Lots and/or the buildings located thereon and for snow melt. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public, governmental or quasi-governmental entity for such purpose.

(ii) Without limiting the generality of the foregoing, certain private utility or service connections or lines and equipment, such as gas, telephone, electric, cable television, snow melt, sewer, septic and water lines and the fire protection system, may be located in one of the Lots but used by, or in common with, other Lots. Each Owner of a Lot on which such private utility or service connections or lines or equipment are not located but whose Lot is serviced by the same shall have a perpetual nonexclusive easement in and to that part of the other Lots containing such private utility or service connections or lines or equipment as is reasonably necessary for purposes of maintenance, repair, replacement and inspection thereof.

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**Section 2. Right of Access.** The Association or its delegated representatives, or the Declarant shall have the irrevocable right to have access across a Lot or Lots to each house, dwelling or improvement on any Lot from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair, or replacement in accordance with these Covenants. Such right of access shall be for the purpose of ensuring compliance with these Covenants and the Committee approval and architectural controls in this Subdivision. Except for improvements owned by the Association or used by the Association for its benefit or that of its Members, all maintenance, repairs, or replacements on any Lot or on any structure thereon belonging to any Owner shall, except as otherwise provided herein, be at the expense of the Owner thereof. A similar right of access shall also be reserved and be immediate for the making of emergency repairs therein in order to prevent property damage or personal injury. If any improvements are damaged and the exercise of rights under this provision was not caused by the Lot Owner who suffered damage, then the Association shall restore the improvement to substantially the same condition in which they existed prior to the damage.

**ARTICLE VII**  
**TERM, ENFORCEMENT, APPLICABILITY, AND CHANGE**

**Section 1. Term.** These Restrictive Covenants shall remain in full force in perpetuity and shall run with the land.

**Section 2. Enforcement.** In the event the Declarant or the Association finds an Owner to be in violation or breach of any covenant, condition or restriction herein, Declarant or the Association shall give to such Owner written notice of the alleged violation or breach. Owner shall then have ten (10) days from receipt of such notice to deliver a written contest to the alleged violation or breach. If Owner does not timely contest the notice of violation or breach, the alleged violation shall be deemed uncontested. In the event the Owner does timely contest, the Board shall set a date to hear the contest. The Board shall then determine, by a majority vote, whether such violation or breach exists and such determination shall be binding. The Association or Declarant shall then be entitled to pursue proceedings either at law or in equity against any Owner violating or attempting to violate any covenant; and the legal proceedings may be either to restrain violation of the Covenants or to recover damages, or both. The Association shall also be entitled to remedy a violation and shall also be entitled to inspect the Owner's Lot to determine whether a violation exists. No such entry by Declarant, the Association or their agents shall be deemed a trespass, and neither Declarant nor the Association nor their agents shall be subject to liability to the Owner or Occupant of said Lot for such entry and any action taken to remedy or remove a violation. The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation of any Owner in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a trust indenture) upon the Lot in question. The lien provided for in this

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section shall not be valid as against a bona fide purchaser or mortgagee for value of the Lot in question unless said lien shall have been filed of record in Broadwater County, Montana, prior to the recordation of the deed or mortgage conveying or encumbering the Lot in question to such purchase or mortgage, respectively.

**Section 3. Failure to Enforce.** Any failure by the Declarant or Association, or of any subsequent lot owner, to enforce any covenant or restriction contained herein, shall in no event be deemed a waiver or in any way prejudice the rights to enforce that covenant or any other covenant thereafter, or to collect damages for any subsequent breach of these Covenants.

**Section 4. Invalidity.** Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other covenants or provisions, all of which shall remain in full force and effect.

**Section 5. Mortgages.** A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or portion of the real property or any improvements thereon. However, the said restrictions and Covenants shall be binding upon and inure to the benefit of any subsequent Owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

**Section 6. Amendment.** Subject to Article IX below, these Covenants may be changed in whole or in part by the execution, acknowledgement and recording of an instrument in writing setting forth the change signed by the owners of at least sixty-six and two thirds percent (66 2/3%) of the votes of the Lots in the Subdivision. Any change in these Covenants shall not affect existing structures on the Lots.

#### **ARTICLE VIII** **CONDITIONS REQUIRED BY BROADWATER COUNTY**

**Section 1. Additional Conditions.** The following restrictions in this Article VIII were required by Broadwater County as a condition to approval of the Subdivision. No condition contained in this Article VIII may be amended without the prior written consent of the Board of Commissioners of Broadwater County.

**Section 2. Radon Notice.** There are potential health risks from radon concentrations and such risks can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures.

**Section 3. Seismic Zone.** All dwelling units within the Subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable state building code for this seismic zone (Zone 3).

**156774 Fee: \$ 126.00 Bk 107 Pg 636**

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Section 4. Utility Installation. Any additional, replacement or relocated utility lines shall be installed underground, in accordance with the Broadwater County Subdivision Regulations, unless otherwise determined by the utility provider.

Section 5. Access Restriction. There shall be a "no access" restriction along Price Road, with the exception of the approaches for the internal access roads.

Section 6. Lighting. Any exterior lighting shall be directed downward to minimize visibility beyond the property lines.

Section 7. Waiver of Objection to Special Improvement District. All Owners waive the right to protest to join a special improvement district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance.

Section 8. Indemnity. Declarant, any heirs, successors and assigns, and all future owners of any real property within the Subdivision agree to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair and/or maintenance of the following:

- (i) Earthquake fault zone and any seismic activity; or
- (ii) Water availability.

Section 9. Notice. Owners are notified of the presence of agricultural operations in the vicinity of the Subdivision.

Section 10. No Livestock. No Owner shall raise, confine and/or keep livestock on any Lot.

Section 11. Weeds. Each Lot shall be maintained in a clean, attractive, and weed-free manner. Noxious weeds must be pulled, sprayed or cut prior to seed maturity.

Section 12. Waiver of Protest to Rural Improvements. The Owners hereby waive the right to protest joining a rural improvement or maintenance district for the purpose of road maintenance, mosquito control, or equitably funding parks and maintenance of parks.

**156774 Fee: \$ 126.00 Bk 107 Pg 637**

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**ARTICLE IX**  
**SALE OF LOT**

If, within 12 months of acquiring a Lot, a Lot Owner desires to convey its Lot to a third party or a Lot Owner conveys more than fifty percent (50%) of its equitable ownership to a third party, and no improvements have been completed on the Lot, then Declarant shall have a right of first refusal to purchase the property back for the amount such Lot Owner paid to Declarant. Such right of first refusal shall be triggered by Lot Owner giving Declarant written notice of the Lot Owner's intent to convey the Lot (or equitable interest in Owner) to a third party and Declarant shall then have fourteen (14) days to give notice that Declarant is exercising Declarant's right of first refusal. If Declarant does not give notice of such right within fourteen (14) days, then Declarant's right of first refusal shall lapse and Lot Owner may convey the Lot (or an equitable interest in Owner) to a third party.

**156774 Fee: \$ 126.00 Bk 107 Pg 638**

**BROADWATER COUNTY Recorded 08/24/2007 At 02:58 PM**

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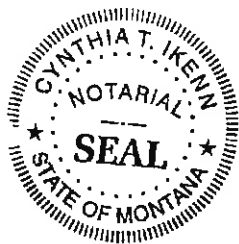
IN WITNESS WHEREOF, the Declarant has hereunto set its hand as of this 10 day of August, 2007.

PRICE HILLS, LLC

BY [Signature]  
John G. McDonnell, Manager

STATE OF MONTANA )  
  : ss.  
County of Gallatin )

This instrument was acknowledged before me on August 10, 2007, by John G. McDonnell, as Manager of Price Hills, LLC.



(Notarial Seal)

[Signature]  
Type or Print Name: Cynthia T. Iken  
Notary Public for the State of Montana  
Residing at Bozeman, MT [insert City&State]  
My commission expires 07/17, 2010

**156774 Fee: \$ 126.00 Bk 107 Pg 639**  
BROADWATER COUNTY Recorded 08/24/2007 At 02:58 PM  
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**EXHIBIT A**

Lots 15-155, 157-214 and 216-264, Price Hills Major Subdivision, recorded in Book 2 of Plats, Page 186, as recorded in the office of the Clerk and Recorder for Broadwater County, Montana.

**156774 Fee: \$ 126.00 Bk 107 Pg 640**

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After recording, return to:  
Gina Sherman  
Crowley Law Firm  
P.O. Box 10969  
Bozeman, MT 59715

157146 Fee: \$ 14.00 Bk 109 Pg 116

BROADWATER COUNTY Recorded 10/18/2007 At 12:43 PM  
Rhonda Nelson, Clk & Rcdr By *[Signature]*  
Return to: CROWLEY LAW FIRM PO BOX 10969  
BOZEMAN MT 59715

**FIRST AMENDMENT**  
**TO**  
**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**  
**OF**  
**PRICE HILLS SUBDIVISION**

This FIRST AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF PRICE HILLS SUBDIVISION is hereby made and entered into by Price Hills, LLC, (hereinafter referred to as the "Declarant").

The purpose of this document is to amend the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF PRICE HILLS SUBDIVISION ("Declaration") recorded August 21, 2007, in Book 107, page 484 in the records of the Broadwater County Clerk and Recorder, which restricts the following property:

Lots 15-155, 157-214 and 216-264, Price Hills Major Subdivision, recorded in Book 2 of Plats, Page 186, as recorded in the office of the Clerk and Recorder for Broadwater County, Montana.

Declarant is the owner of all real property described on Exhibit A of the Declaration and Declarant is therefore entitled to amend the Declaration pursuant to Section 6, Article VII.

The Declaration is hereby amended as follows:

1. Section 6 of Article VI is deleted in its entirety and replaced with the following language:

Section 6. Construction in Accordance with Guidelines. Any structure to be erected in accordance with approval must commence construction within six (6) months of receiving written approval or new approval shall be obtained. All construction must be conducted in accordance with these Covenants and the Design Guidelines.

Except as modified in this First Amendment, all terms and conditions of the Declaration shall remain in full force and affect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand as of this 16 day of October, 2007.

PRICE HILLS, LLC

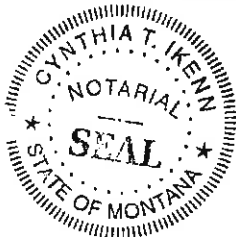
BY [Signature]  
John G. McDonnell, Manager

STATE OF MONTANA )  
                                  ) ss.  
County of Gallatin )

This instrument was acknowledged before me on October 16, 2007, by John G. McDonnell, as Manager of Price Hills, LLC.

[Signature]  
Type or Print Name: Cynthia T. Iken  
Notary Public for the State of Montana  
Residing at Bozeman, MT [insert City&State]  
My commission expires 07/17, 2010

(Notarial Seal)



Return to:

Calvin L. Braaksma, PLLC  
1283 North 14th Avenue, Suite 202  
Bozeman, MT 59715  
(406) 586-0839

**167545 Fee: \$ 28.00 Bk 143 Pg 933**  
BROADWATER COUNTY Recorded 7/18/2012 at 11:15 AM  
Rhonda Neison, Clk & Rcdr By *Don Rausen* Deputy  
Return to: CALVIN L BRAAKSMA 1283 N 14TH AVE ST  
BOZEMAN, MT 59715

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
COMMERCIAL LOTS  
WITHIN PRICE HILLS MAJOR SUBDIVISION  
ALSO KNOWN AS THE VILLAGE AT ELK RIDGE MAJOR SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR COMMERCIAL LOTS WITHIN PRICE HILLS MAJOR SUBDIVISION ALSO KNOWN AS THE VILLAGE AT ELK RIDGE MAJOR SUBDIVISION is hereby made and entered into by SKS Land Company, LLC, of 7717 White Road, Manhattan, Montana 59741 ("the Declarant"):

The purpose of this document is to impose covenants upon the following lots within Price Hills Major Subdivision also known as The Village at Elk Ridge Major Subdivision:

Lots C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13 and C14, of Price Hills Major Subdivision also known as The Village at Elk Ridge Major Subdivision, recorded in Book 2 of Plats, Page 232, as recorded in the office of the Clerk and Recorder for Broadwater County, Montana.

SKS Land Company is the owner of all of the real property described above and therefore is entitled to subject the real property described above with the following covenants, without the consent of any other person or party.

**A. DEFINITIONS**

"Commercial Lot" shall mean the commercial lots within the Subdivision, namely, Lots C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13 and C14, of Price Hills Major Subdivision also known as The Village at Elk Ridge Major Subdivision, recorded in Book 2 of Plats, Page 232, as recorded in the office of the Clerk and Recorder for Broadwater County, Montana.

"Commercial Lot Owner" shall mean the legal title holders, or contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to any Lot but excluding

those having an interest merely as security for the performance of an obligation.

"Covenants" shall refer to the covenants and restrictions set forth in this document.

"Subdivision" shall mean Price Hills Major Subdivision also known as The Village at Elk Ridge Major Subdivision.

## B. USE RESTRICTIONS ON COMMERCIAL LOTS

1. General Purpose. The purpose of these Covenants for the Commercial Lots is to provide attractive, well-maintained, first class commercial facilities.

2. Nuisances. No obnoxious or offensive trade or activity shall be carried on upon any Commercial Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any neighboring property. All noises, sounds, odors and vibrations shall be appropriately modified or muffled in such a manner so as not to be objectionable. A nuisance includes but is not limited to the escape or discharge of fumes, odors, gases, vapors, acids or other substances into the atmosphere if such escape or discharge shall be detrimental to the health, safety or welfare of persons within the vicinity.

3. Storage and Loading. No materials, supplies or equipment including trucks or motor vehicles shall be stored in any area on any Commercial Lot except inside a closed building or behind a visual barrier screening area so that their visibility from the neighboring properties, pedestrians, streets, walkways or paths is limited. These requirements shall not apply to neatly maintained retail trade display.

4. Drainage. There shall be no interference with drainage over any portion of any Commercial Lot or other lot or property within Price Hills Major Subdivision also known as The Village at Elk Ridge Major Subdivision.

5. Refuse. All garbage, refuse, rubbish and other waste shall be regularly removed from each Commercial Lot.

6. Underground Storage Tanks. No underground tanks shall be allowed on any Commercial Lot. No substance or material (except for water) shall be stored underground on any Commercial Lot.

7. Temporary Structures and Vehicles. No structure of a temporary character, and no tent, shack, camper, boat, mobile home, trailer or similar vehicle shall be permitted to remain upon any Commercial Lot for a period longer than 30 days, except within a closed building or behind a visual barrier screen.

8. Maintenance. The grounds and exterior of all improvements of each Commercial Lot shall be regularly maintained, tidy, painted and repaired in good and well-kept order, except during the construction of an improvement. All construction shall be completed within 12 months of commencement of the construction.

9. Dumping of Hazardous, Dangerous and/or Polluting Substances. There shall be absolutely no dumping or discharge of any hazardous, damaging or polluting materials upon the surface or underneath the surface of any Commercial Lot. All hazardous, dangerous or polluting materials shall be disposed of according to applicable state and federal laws and regulations. Each Commercial Lot Owner shall not permit anything to be done or kept on any such commercial Lot that would result in an increase in the cost of insurance or that would result in the cancellation of insurance with respect to all or any part of the Commercial Lots or that would be dangerous or in violation of any state or federal law or regulation.

10. Signs. Except for signs erected or constructed by or on behalf of the Owner, no exterior advertising sign shall be permitted other than those identifying the name, business and products that the person or firm occupying the Commercial Lot and those offering a Commercial Lot for sale or for lease. No sign shall be larger than 10 feet tall by 20 feet wide, or as approved by the Declarant.

11. Animals. Commercial Lot owners shall not permit animals or livestock of any kind to be raised, bred, kept or confined on any Commercial Lot.

12. Weeds. Each Commercial Lot shall be maintained in a clean, attractive, and weed-free manner. Noxious weeds must be pulled, sprayed or cut prior to seed maturity.

### C. ENFORCEMENT AND AMENDMENT

1. Enforcement. Any provision herein may be enforced by a Commercial Lot Owner or by the Declarant, either by an action for damages arising out of a violation, or by an action to restrain a continuing violation or in any other manner permitted by law. In any action of any kind for the enforcement of these restrictions, if relief is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including attorney's fees.

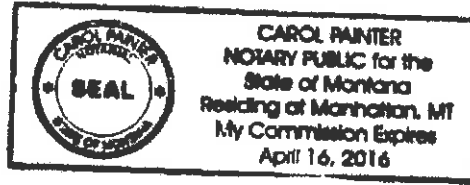
2. Amendment. These Covenants may be changed in whole or in part by the execution, acknowledgment and recording of an instrument in writing setting forth the change signed by the affirmative vote of at least 66 2/3% of the Commercial Lot Owners. Any change in these Covenants shall not affect existing structures on the Commercial Lots.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand as of this 18<sup>th</sup> day of July, 2012.

[Signature and acknowledgment appear on the following page.]

SKS LAND COMPANY, LLC

By: Kenneth Dykema  
Kenneth Dykema, Managing Member



STATE OF MONTANA     )  
  :SS.  
County of Gallatin     )

Signed and acknowledged before me on July 3<sup>rd</sup>, 2012 by Kenneth Dykema, Managing Member of SKS Land Company, LLC.

(SEAL)

Carol Painter  
Notary Public for the State of Montana



After recording, return to:  
Gina Sherman  
Crowley Law Firm  
P.O. Box 10969  
Bozeman, MT 59715

157146 Fee: \$ 14.00 Bk 109 Pg 116

BROADWATER COUNTY Recorded 10/18/2007 At 12:43 PM  
Rhonda Nelson, Clk & Rcdr By [Signature]  
Return to: CROWLEY LAW FIRM PO BOX 10969  
BOZEMAN MT 59715

**FIRST AMENDMENT**  
**TO**  
**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**  
**OF**  
**PRICE HILLS SUBDIVISION**

This FIRST AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF PRICE HILLS SUBDIVISION is hereby made and entered into by Price Hills, LLC, (hereinafter referred to as the "Declarant").

The purpose of this document is to amend the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF PRICE HILLS SUBDIVISION ("Declaration") recorded August 21, 2007, in Book 107, page 484 in the records of the Broadwater County Clerk and Recorder, which restricts the following property:

Lots 15-155, 157-214 and 216-264, Price Hills Major Subdivision, recorded in Book 2 of Plats, Page 186, as recorded in the office of the Clerk and Recorder for Broadwater County, Montana.

Declarant is the owner of all real property described on Exhibit A of the Declaration and Declarant is therefore entitled to amend the Declaration pursuant to Section 6, Article VII.

The Declaration is hereby amended as follows:

1. Section 6 of Article VI is deleted in its entirety and replaced with the following language:

Section 6. Construction in Accordance with Guidelines. Any structure to be erected in accordance with approval must commence construction within six (6) months of receiving written approval or new approval shall be obtained. All construction must be conducted in accordance with these Covenants and the Design Guidelines.

Except as modified in this First Amendment, all terms and conditions of the Declaration shall remain in full force and affect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand as of this 16 day of October, 2007.

PRICE HILLS, LLC

BY \_\_\_\_\_

John G. McDonnell, Manager

STATE OF MONTANA )  
                                  : ss.  
County of Gallatin )

This instrument was acknowledged before me on October 16, 2007, by John G. McDonnell, as Manager of Price Hills, LLC.

Cynthia T. Iken  
Type or Print Name: Cynthia T. Iken  
Notary Public for the State of Montana  
Residing at Bozeman, MT [insert City&State]  
My commission expires 07/17, 2010

(Notarial Seal)



169745 Fee: \$ 14.00 Bk 151 Pg 726

BROADWATER COUNTY Recorded 8/2/2013 at 1:22 PM  
Douglas D. Ellis, Clk & Rcdr By *Alan Kausser* Deputy  
Return to: BRAAKSMA & MILLER PLLC 1283 N 14TH AV  
BOZEMAN, MT 59715

Return to:

Calvin L. Braaksma, PLLC  
1283 North 14th Avenue, Suite 202  
Bozeman, MT 59715  
(406) 586-0839

**FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
COMMERCIAL LOTS  
WITHIN PRICE HILLS MAJOR SUBDIVISION  
ALSO KNOWN AS THE VILLAGE AT ELK RIDGE MAJOR SUBDIVISION**

THIS *FIRST AMENDMENT* TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR COMMERCIAL LOTS WITHIN PRICE HILLS MAJOR SUBDIVISION ALSO KNOWN AS THE VILLAGE AT ELK RIDGE MAJOR SUBDIVISION is hereby made and adopted this 23 day of July, 2013.

This FIRST AMENDMENT amends and supplements the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR COMMERCIAL LOTS WITHIN PRICE HILLS MAJOR SUBDIVISION ALSO KNOWN AS THE VILLAGE AT ELK RIDGE MAJOR SUBDIVISION recorded July 18, 2012, as Document No. 167545, in the office of the County Clerk and Recorder of Broadwater County, Montana (the "COVENANTS"). The following real property is subject to the COVENANTS and this First Amendment:

Lots C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13 and C14, of Price Hills Major Subdivision also known as The Village at Elk Ridge Major Subdivision, recorded in Book 2 of Plats, Page 232, as recorded in the office of the Clerk and Recorder for Broadwater County, Montana.

**AMENDMENT ARTICLE I  
NO MOBILE HOMES**

Mobile homes, manufactured homes, prefabricated homes, modular homes and trailers shall not be permitted, nor can any buildings be moved onto the property.

FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS FOR COMMERCIAL LOTS WITHIN  
PRICE HILLS MAJOR SUBDIVISION ALSO KNOWN AS  
THE VILLAGE AT ELK RIDGE MAJOR SUBDIVISION

PAGE 1 OF 2

AMENDMENT ARTICLE II  
ADOPTION OF AMENDMENT

This Amendment was duly adopted by a sufficient vote of the Commercial Lot Owners, pursuant to Article C, Paragraph 2, of the COVENANTS, on July 23, 2013.

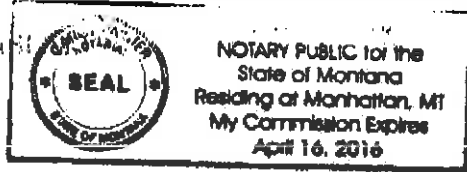
Dated this 23 day of July, 2013.

SKS LAND COMPANY, LLC

By: Kenneth Dykema Managing Member  
Kenneth Dykema, Managing Member

STATE OF MONTANA     )  
  :SS.  
County of Gallatin     )

Signed and acknowledged before me on July 23 2012 by Kenneth Dykema, Managing Member of SKS Land Company, LLC.



[Signature]  
Notary Public for the State of Montana

**169746 Fee: \$ 14.00 Bk 151 Pg 728**

BROADWATER COUNTY Recorded 8/2/2013 at 1:23 PM  
Douglas D. Ellis, Clk & Rcdr By *Dan Kaufer* Deputy  
Return to: BRAAKSMA & MILLER PLLC 1283 N 14TH AV  
BOZEMAN, MT 59715

Return to:

Calvin L. Braaksma, PLLC  
1283 North 14th Avenue, Suite 202  
Bozeman, MT 59715  
(406) 586-0839

***SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF  
PRICE HILLS SUBDIVISION***

THIS *SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF PRICE HILLS SUBDIVISION* is hereby made and adopted this 13 day of July, 2013.

This *SECOND AMENDMENT* amends and supplements the *DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF PRICE HILLS SUBDIVISION* recorded August 24, 2007, as Document No. 156774, in the office of the County Clerk and Recorder of Broadwater County, Montana (the "COVENANTS"), and the *FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF PRICE HILLS SUBDIVISION*, recorded October 18, 2007, as Document No. 157146, in the office of the County Clerk and Recorder of Broadwater County, Montana (the "FIRST AMENDMENT"). The following real property is subject to the COVENANTS and this *SECOND AMENDMENT*:

Lots 15-155, 157-214 and 216 - 264, of Price Hills Major Subdivision also known as The Village at Elk Ridge Major Subdivision, recorded in Book 2 of Plats, Page 186, as recorded in the office of the Clerk and Recorder for Broadwater County, Montana.

**AMENDMENT ARTICLE I  
NO MOBILE HOMES**

Mobile homes, manufactured homes, prefabricated homes, modular homes and trailers shall not be permitted, nor can any buildings be moved onto the property.

AMENDMENT ARTICLE II  
ADOPTION OF AMENDMENT

This Amendment was duly adopted by a sufficient vote of the Lot Owners, pursuant to Article VII, Section 6, of the COVENANTS, on July 23, 2013.

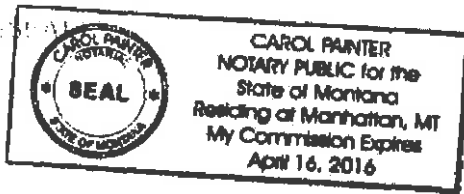
Dated this 23 day of July, 2013.

PRICE HILLS SUBDIVISION  
HOMEOWNERS' ASSOCIATION

By: Kenneth Dykema President  
Kenneth Dykema, President

STATE OF MONTANA     )  
                                  )SS.  
County of Gallatin     )

Signed and acknowledged before me on July 23 2013, by Kenneth Dykema, President of Price hills Subdivision Homeowners' Association.



Carol Painter  
Notary Public for the State of Montana

STATE OF MONTANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CERTIFICATE OF SUBDIVISION APPROVAL  
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder  
Broadwater County  
Townsend, Montana

E.Q. #07-1937

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Price Hills**

A tract of land located in the South ½, Northwest ¼ of Section 4, Township 2 North, Range 1 East, P.M.M., Broadwater County, Montana

consisting of 265 Lots have been reviewed by personnel of the Permitting and Compliance Division, and,

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

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

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

THAT Lots 15 through 155 and Lots 157 through 264 shall be used for one single family dwelling, and

THAT Lot C1, Lot C2, Lot C3, Lot C4, Lot C5, Lot C6, Lot C7, Lot C8, Lot C9, Lot C10, Lot C11, Lot C12, Lot C13, and Lot C14 shall be used for one commercial building, and,

THAT Lot 156 and Lot 265 shall be used for parkland and will not have any water or sewer facilities located on either lot, and,

THAT each individual water system, except Lot C1, Lot C3, Lot 171 and Lot 174 that have existing wells, will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 60 – 400 feet, and,

**156736 Fee: \$ 245.00 Bk 107 Pg 446**

BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
Rhonda Nelson, Clk & Rcdr By David Rauer  
Return to:

Page 2 of 4  
Price Hills  
Broadwater County  
E.Q. #07-1937

THAT the individual sewage treatment system for Lots C4, C5, C8, C9, C10, C11, C12, 16, 17, 18, 19, 20, 21, 22, 23, 24, 29, 32, 33, 35, 36, 37, 38, 39, 40, 41, 44, 45, 50, 51, 52, 53, 55, 56, 57, 59, 62, 63, 64, 70, 72, 73, 74, 78, 79, 83, 86, 87, 90, 91, 92, 93, 94, 95, 96, 97, 100, 101, 103, 119, 123, 124, 125, 126, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 143, 145, 146, 147, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 166, 168, 169, 171, 173, 176, 183, 188, 193, 194, 196, 202, 207, 208, 209, 210, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 229, 235, 236, 239, 240, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 257, 258, 259, 260, 261, 262, 263, and 264 will consist of a septic tank with effluent filter and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the individual sewage treatment system for Lots C1, C2, C3, C6, C7, C13, C14, 15, 25, 26, 27, 28, 30, 31, 34, 42, 43, 46, 47, 48, 49, 54, 58, 60, 61, 65, 66, 67, 68, 69, 71, 75, 76, 77, 80, 81, 82, 84, 85, 88, 89, 98, 99, 102, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 120, 121, 122, 127, 142, 144, 148, 161, 162, 163, 164, 165, 167, 170, 172, 174, 175, 177, 178, 179, 180, 181, 182, 184, 185, 186, 187, 189, 190, 191, 192, 195, 197, 198, 199, 200, 201, 203, 204, 205, 206, 211, 223, 224, 225, 226, 227, 228, 230, 231, 232, 233, 234, 237, 238, 241, 242, 243, 255, and 256 shall consist of a combination 1,000 gallon septic tank and 500 gallon dose tank followed by either a pressure dosed conventional gravel trench or gravelless trench constructed in accordance with plans and specifications of DBEC Inc. dated received February 20, 2007 and be of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT Lots C13, C14, 15, 25, 26, 27, 28, 30, 46, 47, 48, 49, 54, 58, 60, 61, 65, 66, 67, 68, 69, 71, 75, 76, 77, 80, 81, 82, 84, 85, 88, 89, 98, 102, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 120, 121, 122, 127, 142, 144, 148, 161, 162, 163, 164, 165, 167, 170, 172, 174, 177, 178, 179, 180, 181, 182, 184, 185, 186, 187, 189, 190, 191, 192, 195, 197, 198, 199, 200, 201, 203, 204, 205, 206, 211, 223, 224, 225, 226, 227, 232, 233, 234, 237, 238, and 241 shall have an absorption area of sufficient size to provide for an application rate of 0.2 gpd/ft<sup>2</sup>, and,

THAT Lots C1, C2, C3, C6, C7, 31, 34, 43, 175, 228, 230, 231, 242, 243, 255, and 256 shall have an absorption area of sufficient size to provide for an application rate of 0.3gpd/ft<sup>2</sup>, and,

THAT Lots C4, C5, C9, 17, 21, 32, 33, 35, 36, 39, 40, 42, 50, 51, 70, 72, 73, 74, 86, 90, 91, 92, 94, 95, 97, 99, 100, 103, 123, 124, 125, 126, 143, 145, 146, 150, 152, 154, 157, 158, 159, 160, 166, 168, 169, 171, 176, 183, 188, 193, 194, 196, 202, 208, 209, 213, 214, 215, 216, 217, 218, 219, 221, 222, 229, 235, 236, 239, 240, 247, 248, 249, 252, 254, 257, 258, 263, and 264 shall have an absorption area of sufficient size to provide for an application rate of 0.4 gpd/ft<sup>2</sup>, and,



Page 3 of 4  
Price Hills  
Broadwater County  
E.Q. #07-1937

THAT Lots C12, 38, and 207 shall have an absorption area of sufficient size to provide for an application rate of 0.5 gpd/ft<sup>2</sup>, and,

THAT Lots C8, C11, 16, 19, 20, 22, 23, 24, 29, 37, 41, 44, 45, 52, 53, 55, 56, 57, 59, 62, 63, 64, 78, 79, 83, 87, 93, 96, 101, 119, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 147, 149, 151, 153, 155, 173, 210, 212, 220, 244, 245, 246, 250, 251, 253, 259, 260, 261, and 262 d shall have an absorption area of sufficient size to provide for an application rate of 0.6 gpd/ft<sup>2</sup>, and

THAT Lot C10 and 18 shall have an absorption area of sufficient size to provide for an application rate of 0.8 gpd/ft<sup>2</sup>, and,

THAT each lot is limited to 1/4 acre (square feet) of well-supplied irrigation property (e.g. lawn, garden, shrubbery, and trees), and the irrigated area shall be limited to the area immediately surrounding the home site, and,

THAT the property owners shall conserve well-supplied water and not unduly waste water through evaporation, runoff or infiltration (e.g. decorative pond, stream or fountain, etc.). This groundwater use restriction does not restrict short duration and limited recreational uses such as non-leaking swimming pools, and,

THAT when the existing water supply system on Lot C1, Lot C3, Lot 171 and Lot 174 is in need of extensive repairs or replacement it shall be replaced by a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

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

THAT the stormwater structures will consist of a 90' x 200' x 4' deep detention pond, three drainage channels, and CMP culverts. All stormwater structures shall be located as shown on the Stormwater Layout pages 1 of 1 and pages 10 of 10 dated received February 20, 2007, and constructed in accordance with plans and specifications of DBEC Inc., and,

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

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

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

Page 4 of 4  
Price Hills  
Broadwater County  
E.Q. #07-1937

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

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

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

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

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

YOU ARE REQUESTED to record this certificate by attaching it to the Pat filed in your office as required by law.

DATED this 14<sup>th</sup> day of May, 2007.

RICHARD OPPER  
DIRECTOR

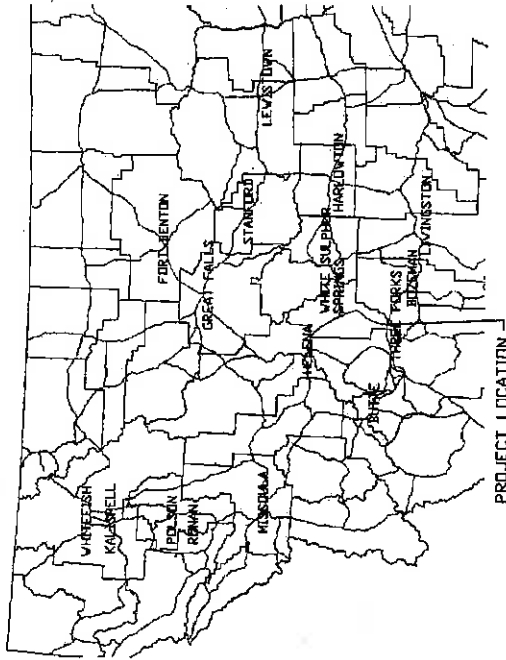
By: Mary Schindler  
for Steve Kilbreath, Supervisor  
Subdivision Review Section  
Permitting and Compliance Division  
Department of Environmental Quality



Owner's Name: Stephanie Slocum

# PRICE HILLS BROADWATER COUNTY, MONTANA STORM WATER PLANS

156736 Fee: \$ 245.00 Bk 107 Pg 450  
BROADWATER COUNTY Recorded 08/23/2007 At 08:48 AM  
Rhonda Nelson, Ck & Recd By  
Return to:



**CERTIFICATION**

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MONTANA.



FARON HENDERSON, P.E.

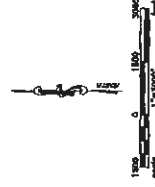
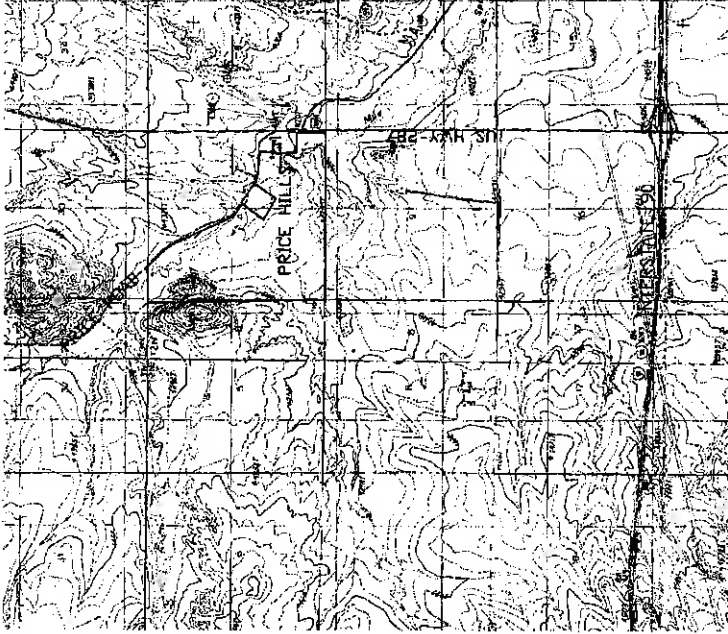
DATE 2/20/07 REGISTRATION NUMBER 13444

STATE	PROJECT NO.	SHEET TOTAL
MT	465013	1 10

- INDEX OF SHEETS
- TITLESHEET
  - DRAINAGE PLAN
  - DETENTION POND
  - MAIN CHANNEL DESIGN
  - SOUTH CHANNEL DESIGN
  - SOUTHWEST CHANNEL DESIGN
  - CENTRAL CHANNEL DESIGN
  - CENTRAL CHANNEL DESIGN
  - CENTRAL CHANNEL DESIGN
  - CENTRAL CHANNEL DESIGN

APPROVED  
Montana Department of  
Environmental Quality  
Permitting and Compliance Division  
**MAS** 5-14-07  
REVIEWER DATE

**RECEIVED**  
FEB 20 2007  
MT DEQ PUBLIC WATER  
& SUBDIVISIONS BUREAU



PRICE HILLS SUBDIVISION BROADWATER COUNTY, NEAR THREE FIBERS, MT	
DBEC Design, Build, Engineering and Consulting, Inc.	TITLESHEET
DRWN BY CHD BY JES. JES. JES.	CHECKED BY JES. JES. JES.
DATE 08/23/07	DATE 1/22/07





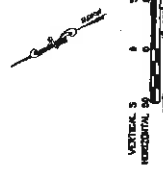
STATE: MT PROJECT NO: 4055013 SHEET NO: 4 TOTAL SHEETS: 10  
 156796 Fee: \$ 245.00 Bk 107 Pg 453  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Helson, CH & Ref: By  
 Return to:

**LEGEND**

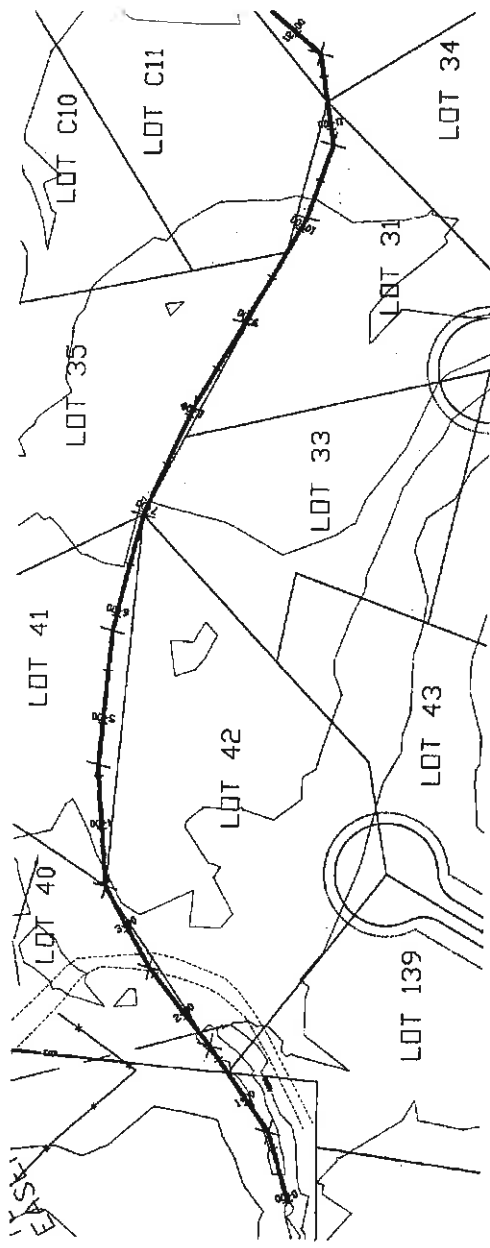
- EASEMENT (60')
- PROPERTY EASEMENT
- 10' INTER & 20' BACK LOTS
- ROAD CL
- EDGE OF PAVEMENT
- FENCE
- EXISTING ROADS
- PROPOSED TRAIL
- OVERHEAD POWER LINES
- UNDERGROUND TELEPHONE
- NO B.U.I.D
- DRAINAGE EASEMENT
- FINISHED GROUND
- EXISTING GROUND
- STOP SIGN
- CULVERT
- BOX CULVERT
- APPROVED

Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S.  
 5-14-07  
 Date

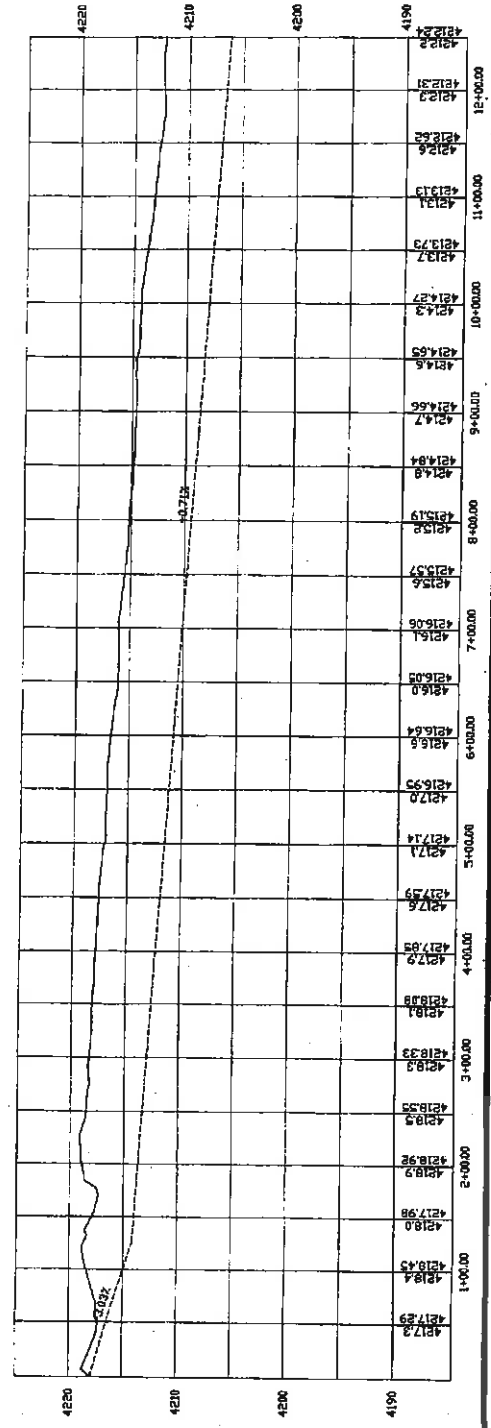
**RECEIVED**  
 FEB 20 2007  
 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU



PRICE HILLS SUBDIVISION  
 TANK DEVELOPMENT  
 BRADSHAW COUNTY, NEAR TRADE PARKS, MT  
 DBEC  
 Design, Build,  
 Engineering and  
 Consulting, Inc.  
 DRAWN BY: CHRFY, BT  
 DATE: 11/21/06  
 SHEET NO. 2006



**MAIN DRAINAGE**



STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
MT	4626013	5	10

156736 Fee: \$ 245.00 BK 107 Pg 454  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Ck & Refr By  
 Return to:

**LEGEND.**

- EASEMENT (60')
- PROPERTY EASEMENT
- 10' INTER & 20' BACK LOTS)
- ROAD CL
- EDGE OF PAVEMENT
- FENCE
- EXISTING ROADS
- PROPOSED TRAIL
- OVERHEAD POWER LINES
- UNDERGROUND TELEPHONE
- NO BUILD
- DRAINAGE EASEMENT
- FINISHED GROUND
- EXISTING GROUND
- STOP SIGN
- CULVERT
- APPROVED

Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 MAS 5-14-07 Date  
 Reviewer

**RECEIVED**

FEB 20 2007

QUANTITIES  
 CUT = 27,124 CUBIC YARDS

MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU

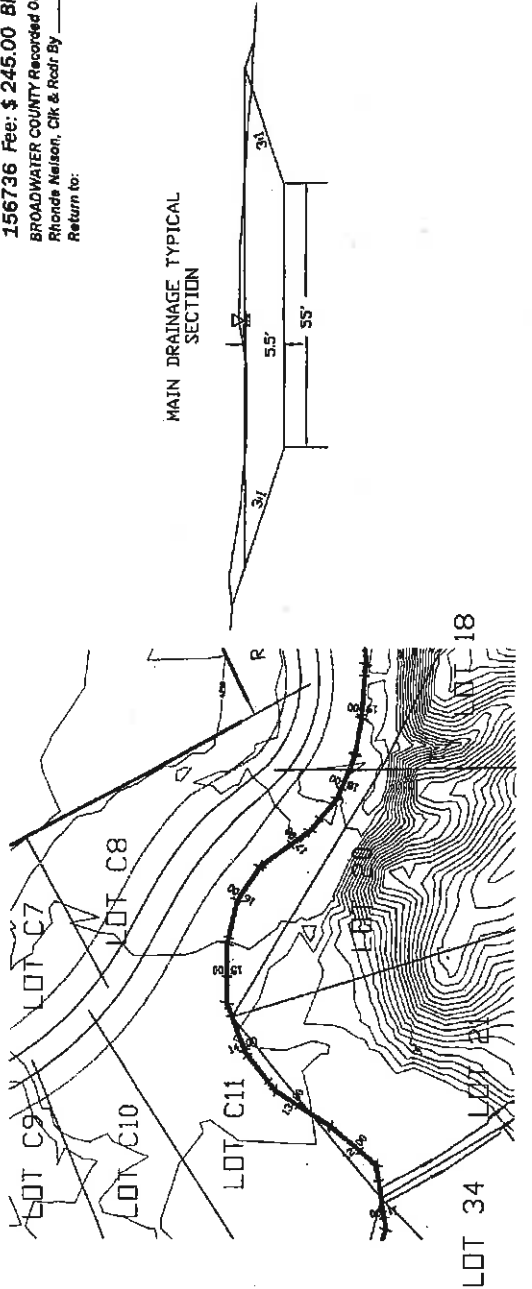


PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, NEAR THREE FORKS, MT

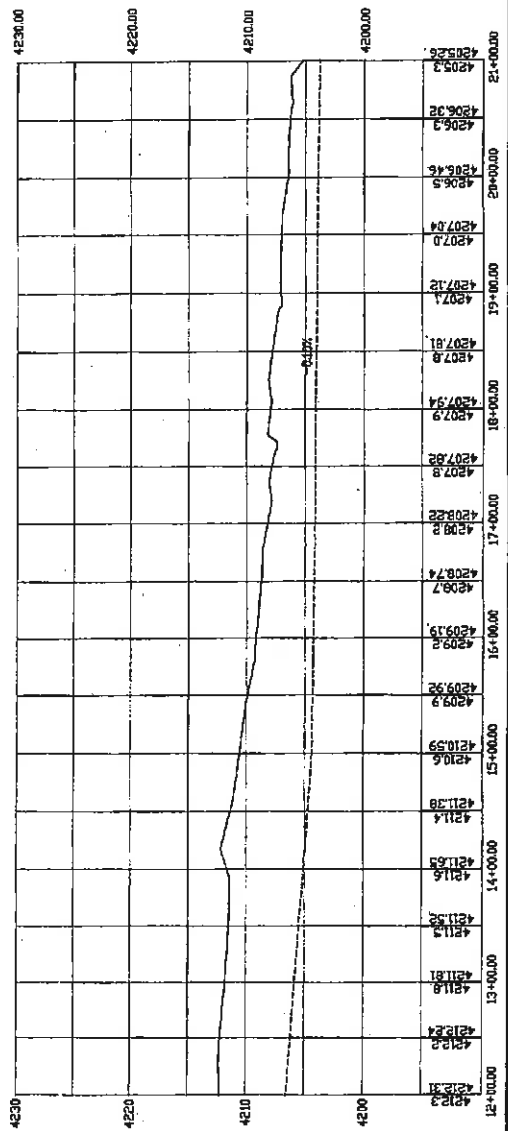
**DBEC**  
 Design, Build,  
 Engineering and  
 Consulting, Inc.

MAIN CHANNEL  
 DESIGN

DATE: 1/17/06  
 DRAWN BY: CHK'D BY: ESK



MAIN DRAINAGE







STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
MT	4692013	7	10

**LEGEND**

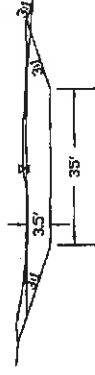
- EASEMENT (60')
- PROPERTY EASEMENT
- 10' INTER & 20' BACK LOTS
- ROAD CL
- EDGE OF PAVEMENT
- FENCE
- EXISTING ROADS
- PROPOSED TRAIL
- OVERHEAD POWER LINES
- UNDERGROUND TELEPHONE
- NO. BUILD
- DRAINAGE EASEMENT
- FINISHED GROUND
- EXISTING GROUND
- STOP SIGN
- CULVERT
- BOX CULVERT

156736 Fee: \$ 245.00 Bk 107 Pg 456  
 BROADWATER COUNTY Recorded 08/23/2007 At 08:48 AM  
 Rhonda Nelson, Clk & Retr. By  
 Return to:

**APPROVED**  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 MAJ 5-14-07 Date  
 Reviewer

**SOUTH WEST DRAINAGE**

SOUTH WEST DRAINAGE  
 TYPICAL SECTION

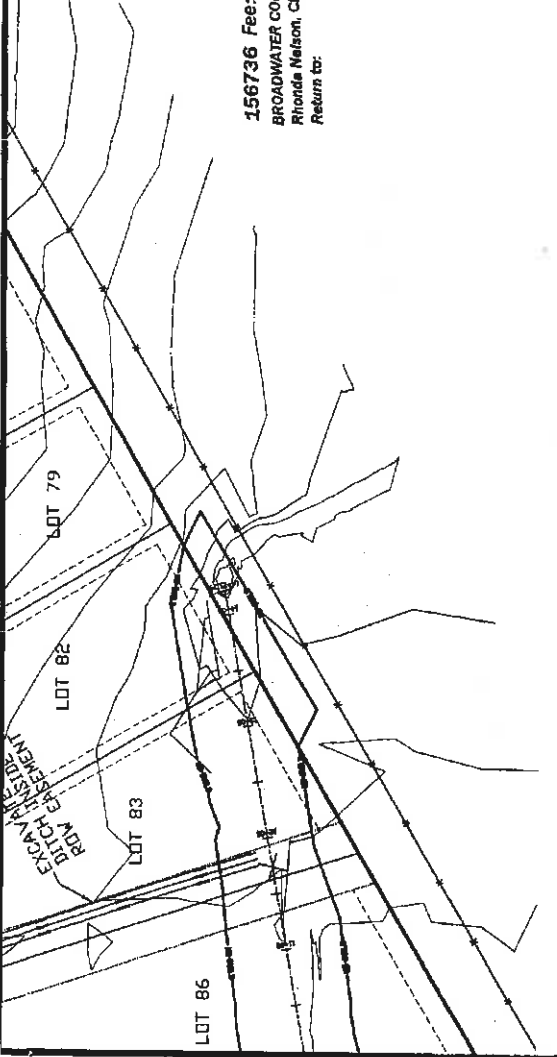
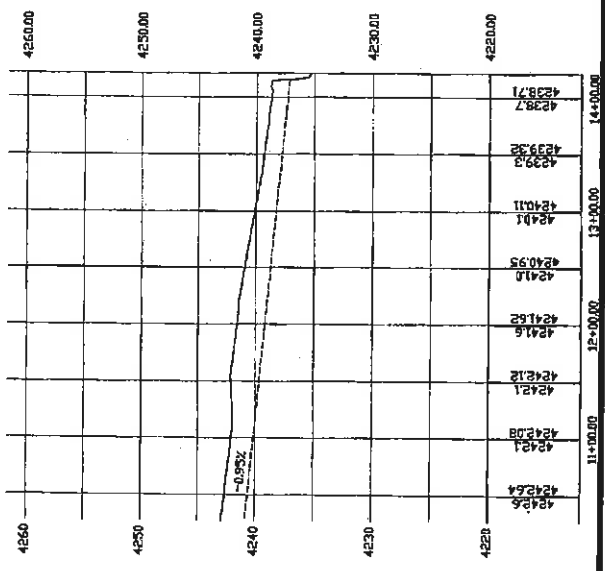


QUANTITIES  
 CUT = 8,244 CUBIC YARDS

**RECEIVED**  
 FEB 20 2007  
 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU



PRICE HILLS SUBDIVISION	DATE
TASK DEVELOPMENT	1/12/06
BROADWATER COUNTY, AREA THREE FORMS, MT	
<b>DBEC</b>	
SOUTH WEST CHANNEL DESIGN	
Design, Build, Engineering and Consulting, Inc.	
DRAWN BY: CHK'D BY:	DATE
	1/12/06
SHEET NO. 7 OF 10	



STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
MT	4859013	8	10

156736 Fee: \$ 245.00 Bk 107 Pg 457  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Ck & Rcdr By  
 Return to:

- LEGEND**
- EASEMENT (60')
  - PROPERTY EASEMENT
  - 60' INTER & 20' BACK LOTS)
  - ROAD CL
  - EDGE OF PAVEMENT
  - FENCE
  - EXISTING ROADS
  - PROPOSED TRAIL
  - OVERHEAD POWER LINES
  - UNDERGROUND TELEPHONE
  - NO BUILD
  - DRAINAGE EASEMENT
  - FINISHED GROUND
  - EXISTING GROUND
  - STOP SIGN
  - CULVERT
  - BOX CULVERT

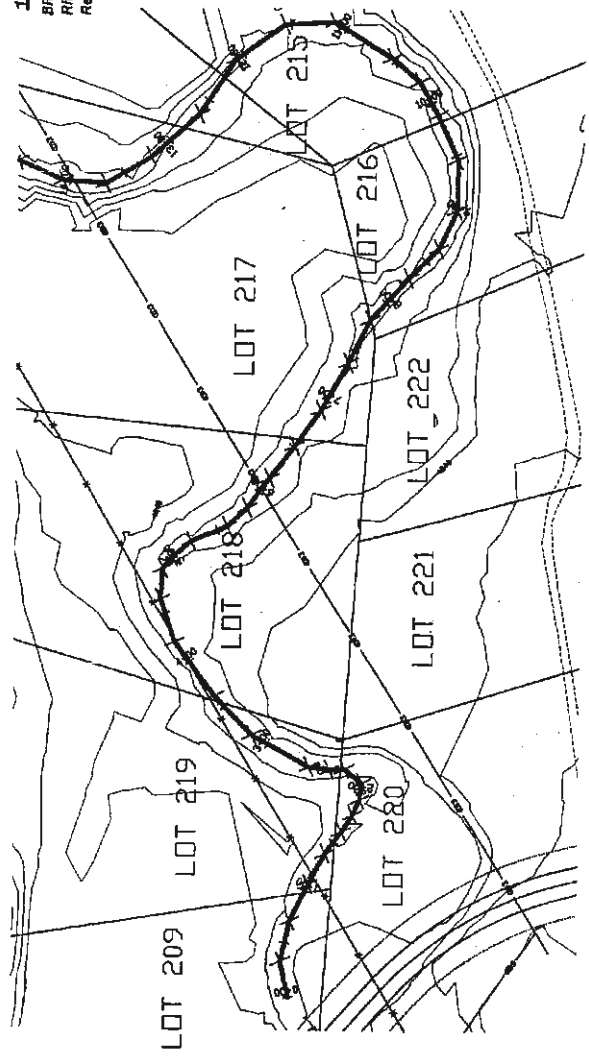
**APPROVED**  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 MAS  
 5-14-07 Date  
 Reviewer

**RECEIVED**  
 FEB 20 2007  
 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU

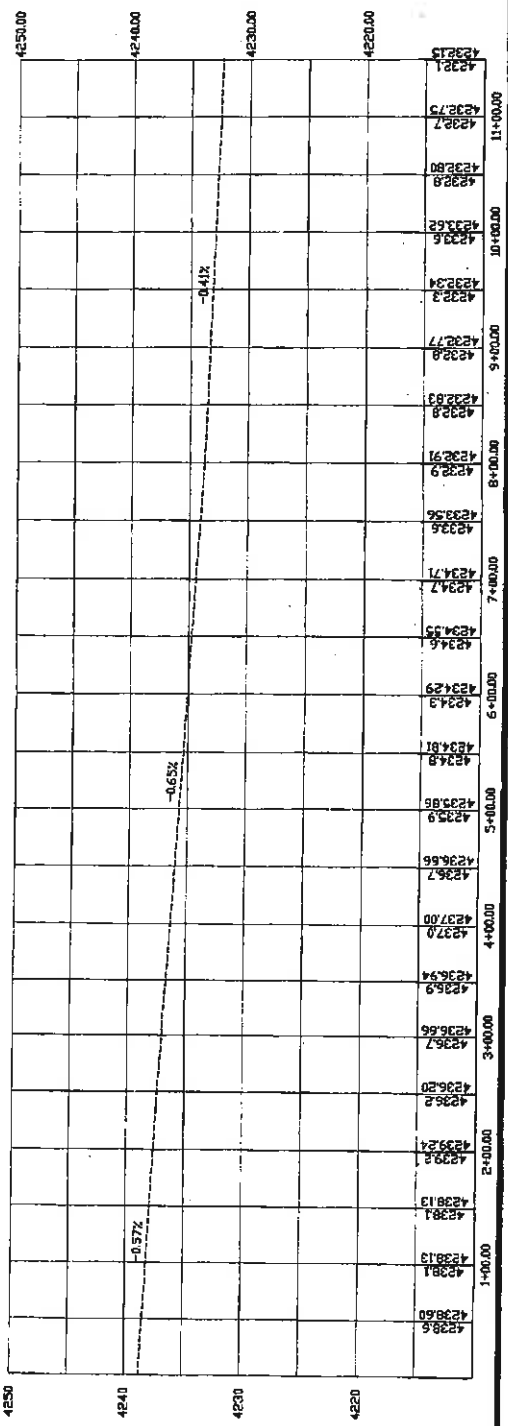


PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, NEAR THREE FORKS, MT

**DBEC**  
 DESIGN  
 0+00 TO 11+00  
 Engineering and  
 Consulting, Inc.  
 DRAWN BY CHK'D BY DATE  
 JAC JST /18/07



**CENTRAL DRAINAGE**



STATE PROJECT NO. 4859013  
 MT 9 10

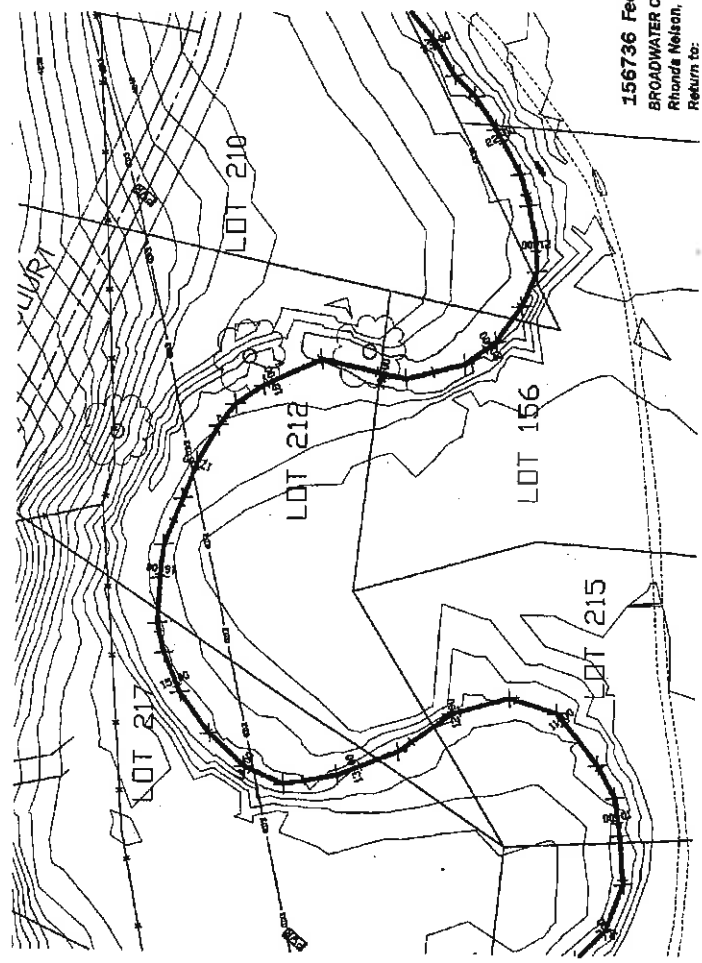
**LEGEND**

- EASEMENT (50')
- PROPERTY EASEMENT
- 10' INTER & 20' BACK LOTS)
- ROAD CL
- EDGE OF PAVEMENT
- FENCE
- EXISTING ROADS
- PROPOSED TRAIL
- OVERHEAD POWER LINES
- UNDERGROUND TELEPHONE
- NO BUILD
- DRAINAGE EASEMENT
- FINISHED GROUND
- EXISTING GROUND
- STOP SIGN
- CULVERT
- BOX CULVERT

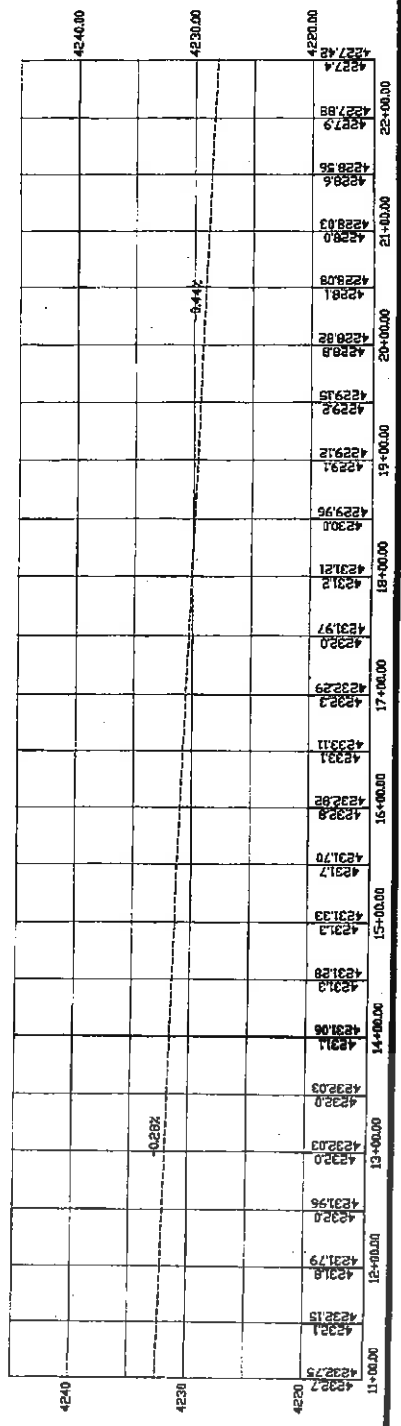
**APPROVED**  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 5-11-07 Date  
 Reviewer

**RECEIVED**  
 FEB 20 2007  
 DIVISIONS BUREAU  
 PUBLIC WATER

156736 Fee: \$ 245.00 Bk 107 Pg 458  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Clik & Robt By  
 Return to:



**CENTRAL DRAINAGE**



PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, NEAR THREE FORKS, MT

**DBECO**  
 DESIGN  
 Design, Build, Engineering and  
 Consulting, Inc.  
 DRAWN BY CHK D BY DATE  
 JMC ESH 1/19/07  
 REG. NO. 2002



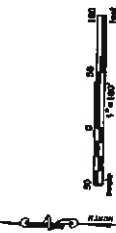


STATE: MT PROJECT NO: 1606004 AR SHEETS: 1 23

**APPROVED**  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
**MAS** 5-14-07  
 Reviewer: Date

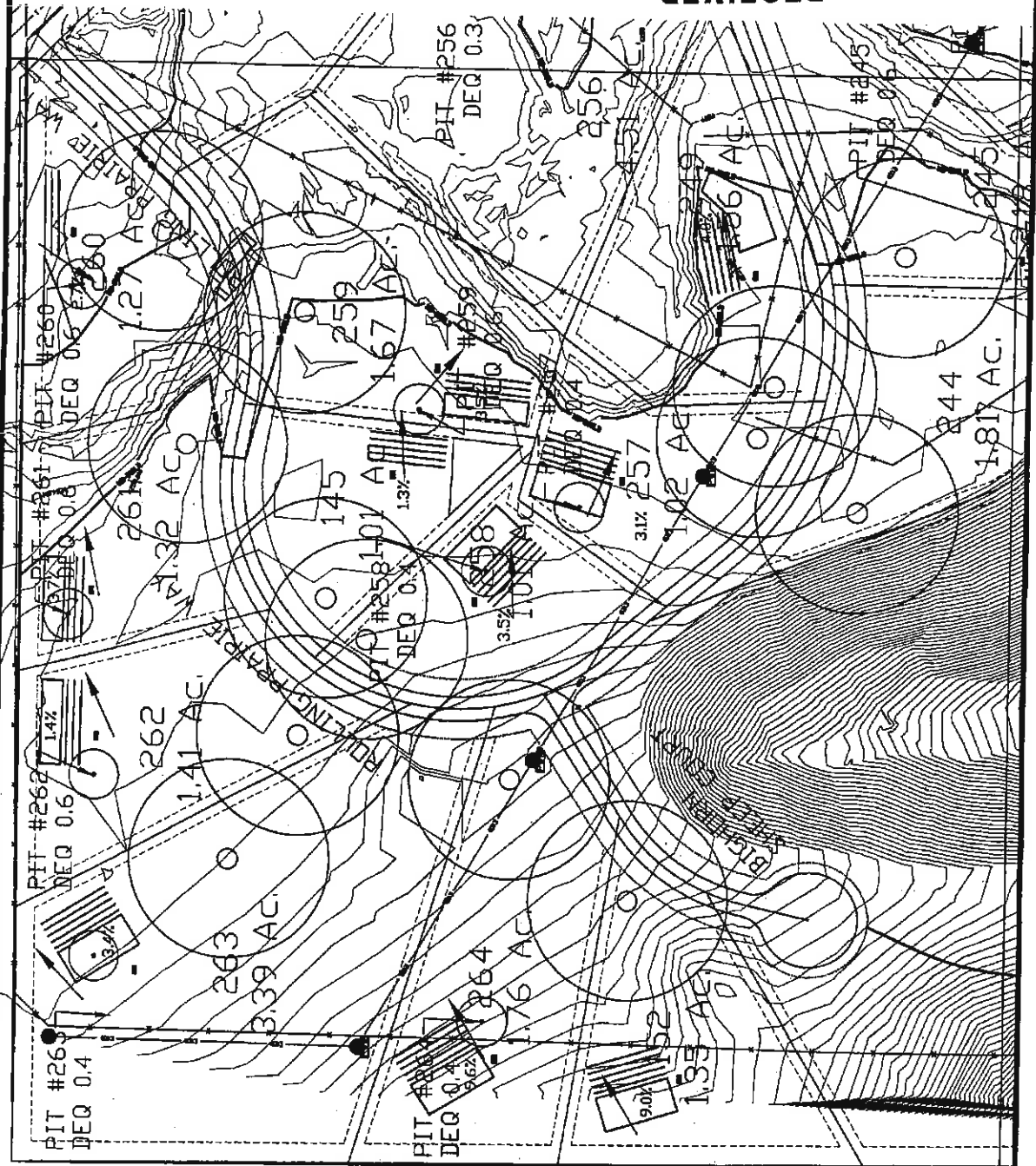
- LEGEND**
- EASEMENT (60')
  - PROPERTY EASEMENT
  - 60' INTER & 20' BACK LOT:
  - ROAD CI
  - EDGE OF PAVEMENT
  - FENCE
  - EXISTING ROADS
  - DIVERSED TRAIL
  - OVERHEAD POWER LINES
  - UNDERGROUND TELEPHONE
  - NO BUILD
  - DRAINAGE EASEMENT
  - FINISHED GROUND
  - EXISTING GROUND
  - STOP SIGN
  - CULVERT
  - BOX CULVERT
  - SEPTIC TANK
  - DRAINFIELD
  - REPLACEMENT DRAINFIELD
  - SOIL PIT & 25' RADIUS
  - WELL & ISOLATION ZONE

SHEET SHEET	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
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PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, MONTANA  
**DBEC**  
 Design, Build,  
 Engineering,  
 Consulting, Inc.  
 LOT LAYOUT  
 S1 & NW 1/4, T2N, R1E  
 DRAWN BY: CHD BY: JWC  
 DATE: 2/16/07

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 FEB 20 2007  
 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU



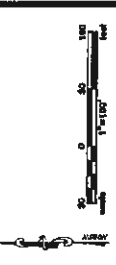
156736 Fee: \$ 245.00 BK 107 Pg 461  
 BROADWATER COUNTY Recorded 09/23/2007 At 08:48 AM  
 Rhonda Nelson, Ck & Recd By  
 Return to:

STATE	PROJECT NO.	NO. SHEETS
MT	4806004	2
		23

156736 Fee: \$ 245.00 Bk 107 Pg 462  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Ck & Recd. By  
 Return to:

- LEGEND**
- EASEMENT (60')
  - PROPERTY EASEMENT
  - (10' INTER & 20' BACK LOTS:
  - ROAD CL
  - EDGE OF PAVEMENT
  - FENCE
  - EXISTING ROADS
  - PROPOSED TRAIL
  - OVERHEAD POWER LINES
  - UNDERGROUND TELEPHONE
  - NO BUILD
  - DRAINAGE EASEMENT
  - FINISHED GROUND
  - EXISTING GROUND
  - STOP SIGN
  - CULVERT
  - BOX CULVERT
  - SEPTIC TANK
  - DRAINFIELD
  - REPLACEMENT DRAINFIELD
  - SOIL PIT & 25' RADIUS
  - WELL & ISOLATION ZONE

SHEET 1	SHEET 2	SHEET 3	SHEET 4	SHEET 5	SHEET 6	SHEET 7	SHEET 8	SHEET 9	SHEET 10	SHEET 11	SHEET 12	SHEET 13	SHEET 14	SHEET 15	SHEET 16	SHEET 17	SHEET 18	SHEET 19	SHEET 20	SHEET 21	SHEET 22	SHEET 23
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PRICE HILLS SUBDIVISION  
 LARGE DRAINAGE  
 BROADWATER COUNTY, NEAR THREE FORKS, MT

**DBEC**  
 Design, Build,  
 Engineering and  
 Consulting, Inc.

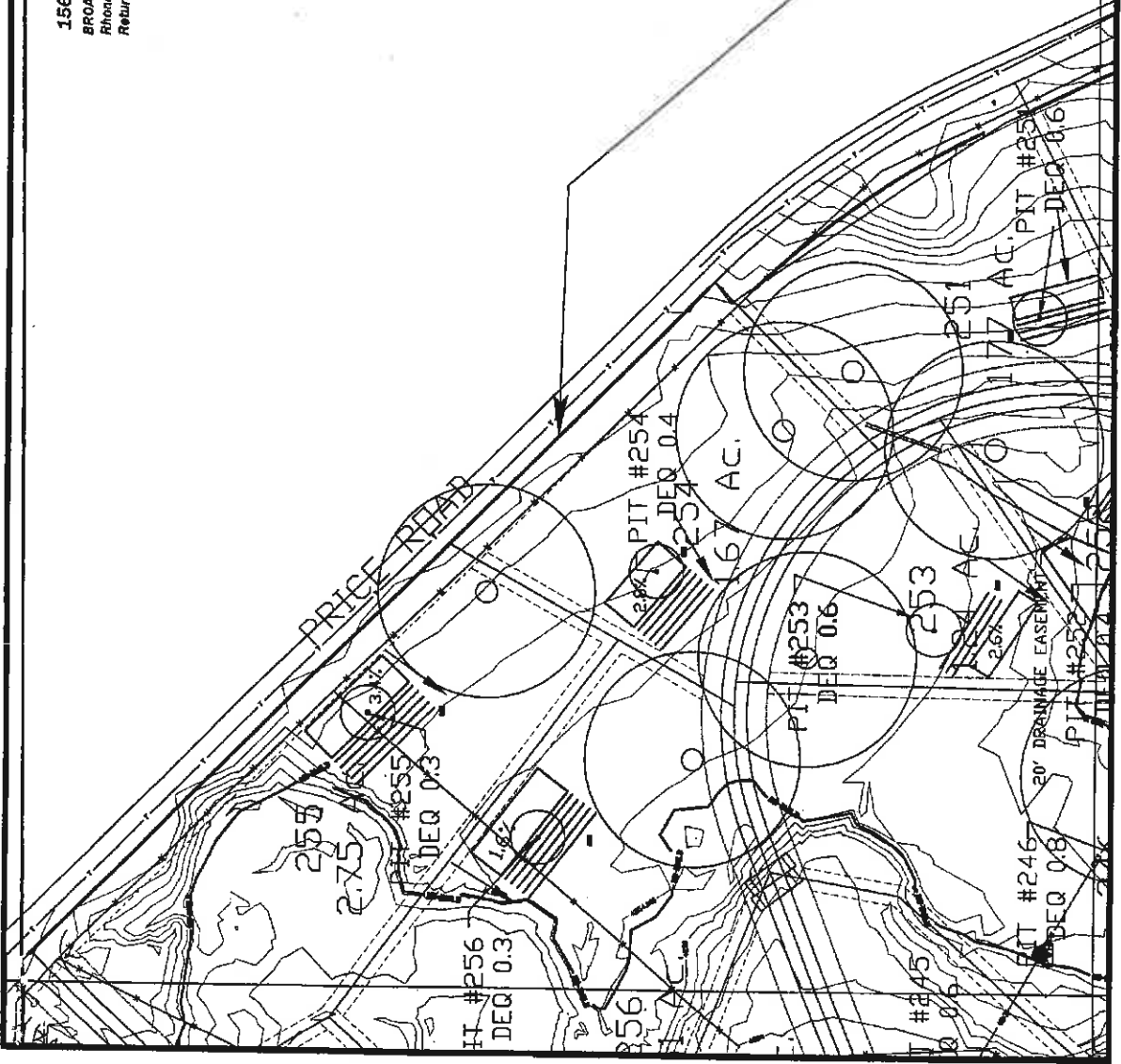
LOT LAYOUT  
 S4 & NW 1 S4, T2N, R1E

DRAWN BY: CHK'D BY: DATE:  
 JAC FSI 2/15/07

APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S.  
 5-14-07  
 Date  
 Approved

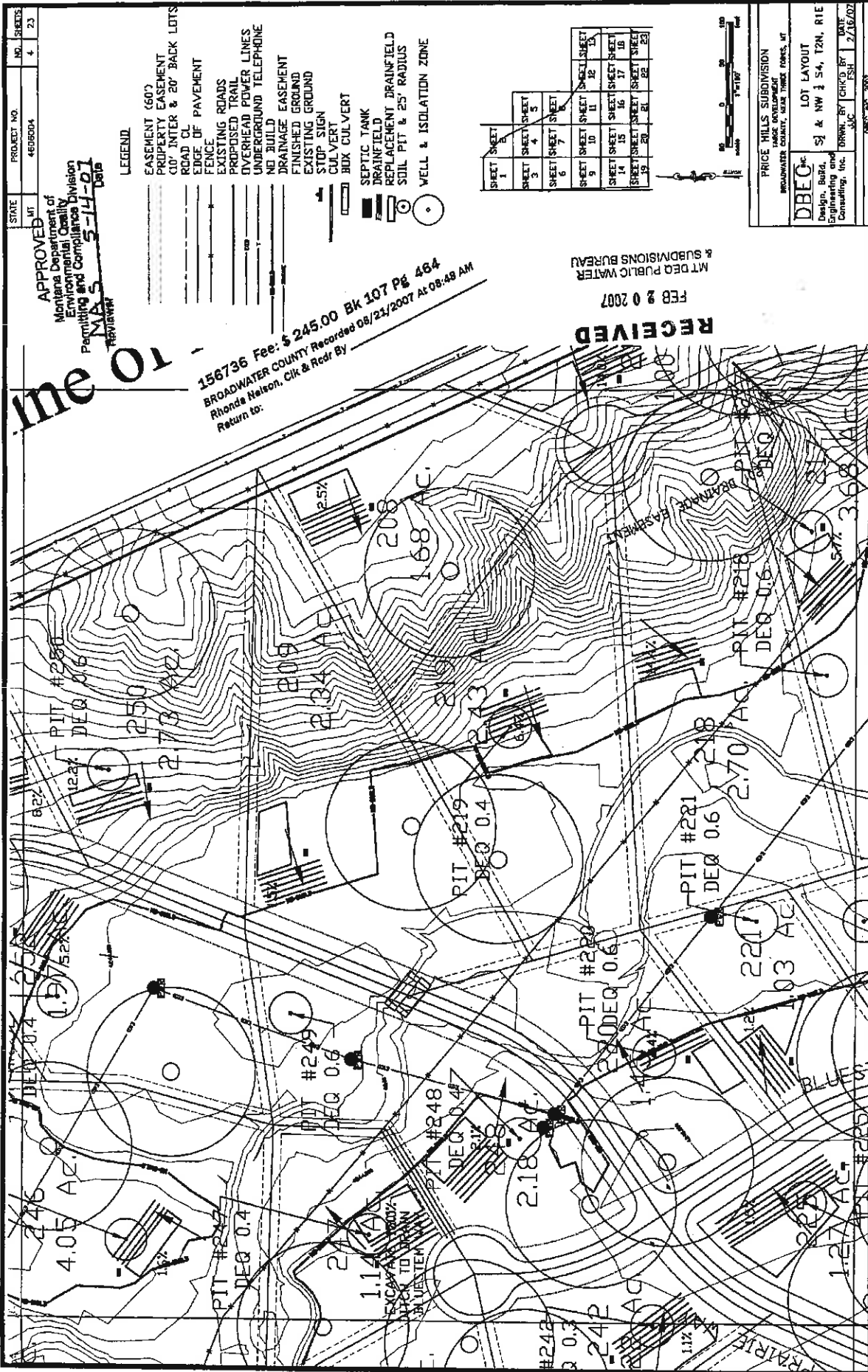
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 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU

Centerline







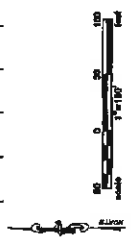


STATE MT PROJECT NO. 469004 NO. SHEETS 4 23

APPROVED BY  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 5-14-07  
 PERMIT

- LEGEND
- EASEMENT (60')
  - PROPERTY EASEMENT
  - 60' INTER & 20' BACK LOTS
  - ROAD CL
  - EDGE OF PAVEMENT
  - FENCE
  - EXISTING ROADS
  - PROPOSED TRAIL
  - OVERHEAD POWER LINES
  - UNDERGROUND TELEPHONE
  - NE BUILD
  - DRAINAGE EASEMENT
  - FINISHED GROUND
  - EXISTING GROUND
  - STOP SIGN
  - CULVERT
  - BOX CULVERT
  - SEPTIC TANK
  - DRAINFIELD
  - REPLACEMENT DRAINFIELD
  - SOIL PIT & 25' RADIUS
  - WELL & ISOLATION ZONE

SHEET SHEET	1	2	3	4	5	6	7	8	9	10	11	12	13
SHEET SHEET	14	15	16	17	18	19	20	21	22	23	24	25	26



PRICE HILLS SUBDIVISION  
 PRICE HILLS HIGH SCHOOL DISTRICT, PRICE HILLS, MT  
 BREC  
 Design, Build, Operate  
 Maintaining Engineering  
 Consulting, Inc.  
 LOT LAYOUT  
 S1 & NW 1/4, T2N, R1E  
 DRAWN BY CHK'D BY DATE  
 JUC FSH 7/16/07

156736 Fee: \$245.00 Bk 107 Pg 464  
 BROADWATER COUNTY Recorded 08/24/2007 At 08:48 AM  
 Rhonda Nelson, Clk & Recr By

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 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU

To be

STATE MT PROJECT NO. 4606004 NO. SHEETS 5 23

APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 5-14-07  
 DBEC  
 Reviewer

LEGEND

- EASEMENT (60') PROPERTY EASEMENT
- 10' INTER & 20' BACK LOTS
- ROAD CL
- EDGE OF PAVEMENT
- FENCE
- EXISTING ROADS
- PROPOSED TRAIL
- OVERHEAD POWER LINES
- UNDERGROUND TELEPHONE
- NO BUILD
- DRAINAGE EASEMENT
- FINISHED GROUND
- EXISTING GROUND
- STOP SIGN
- BOX CULVERT
- SEPTIC TANK
- DRAINFIELD
- REPLACEMENT DRAINFIELD
- SOIL PIT & 25' RADIUS
- WELL & ISOLATION ZONE

SHEET 1	SHEET 2	SHEET 3	SHEET 4	SHEET 5	SHEET 6	SHEET 7	SHEET 8	SHEET 9	SHEET 10	SHEET 11	SHEET 12	SHEET 13	SHEET 14	SHEET 15	SHEET 16	SHEET 17	SHEET 18	SHEET 19	SHEET 20	SHEET 21	SHEET 22	SHEET 23
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 FEB 9 2007  
 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU



PRICE HILLS SUBDIVISION  
 TRACT DEVELOPMENT  
 BROADWATER COUNTY, NEAR THREE FORKS, UT

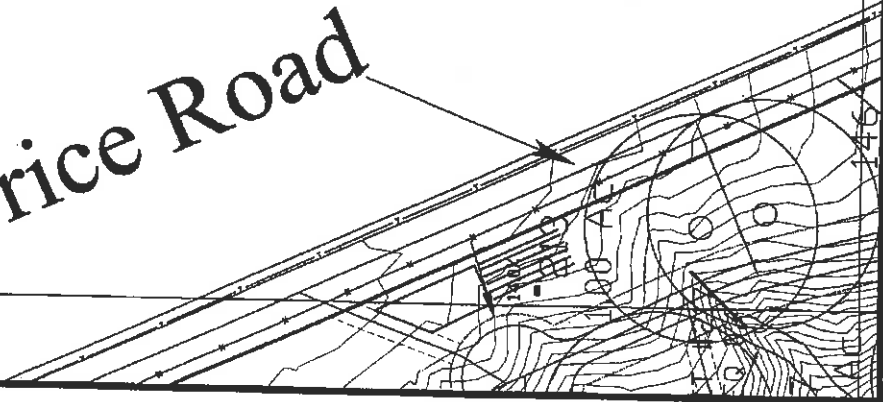
DBEC Inc.  
 Design, Build,  
 Engineering and  
 Consulting, Inc.

LOT LAYOUT  
 S4 & NW 1/4 S4, T2N, R1E

DRAWN BY CHIKO BY DATE 2/15/07  
 JGC FSI

158736 Fee: \$ 245.00 Bk 107 Pg 465  
 BROADWATER COUNTY/ Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Clk & Recr By  
 Return to:

Line of Price Road







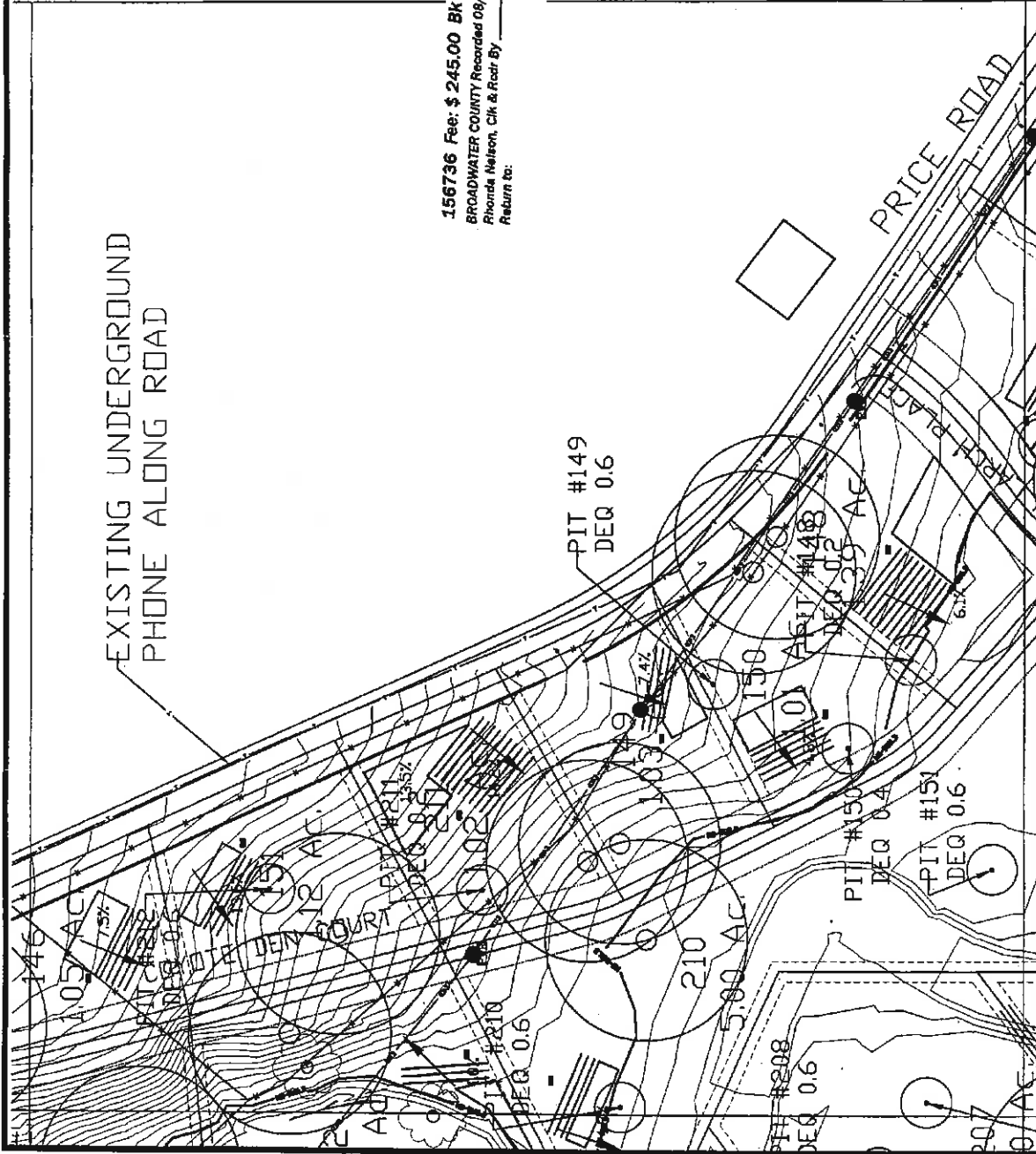
STATE	PROJECT NO.	NO. SHEETS
MT	4606004	8
		23

APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 05-14-07  
 0815

- LEGEND
- EASEMENT (60') PROPERTY EASEMENT
  - 60' INTER & 20' BACK LOTS.
  - ROAD CL
  - EDGE OF PAYEMENT
  - FENCE
  - EXISTING ROADS
  - PROPOSED TRAIL
  - OVERHEAD POWER LINES
  - UNDERGROUND TELEPHONE
  - NO BUILT
  - DRAINAGE EASEMENT
  - FINISHED GROUND
  - EXISTING GROUND
  - STOP SIGN
  - CULVERT
  - BOX CULVERT
  - SEPTIC TANK
  - DRAINFIELD
  - REPLACEMENT DRAINFIELD
  - SDIL PIT & 25' RADIUS
  - WELL & ISOLATION ZONE

156736 Fee: \$ 245.00 Bk 107 Pg 468  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Ck & Road By  
 Return to:

EXISTING UNDERGROUND  
 PHONE ALONG ROAD



SHEET	SHEET	SHEET	SHEET	SHEET	SHEET	SHEET	SHEET	SHEET	SHEET
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30

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 FEB 20 2007  
 MT DEP PUBLIC WATER  
 & SUBDIVISIONS BUREAU

PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, NEAR PRICE FORKS, MT

DBEC  
 Design, Build, Signaling and Construction, Inc.

LOT LAYOUT  
 S1 & NW 1/4, T2N, R1E

DESIGN BY: DSK/D BY DATE: 2/16/07  
 JAC FSH

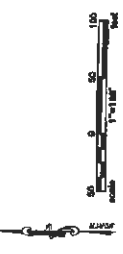
885-892-8897

STATE: MT PROJECT NO.: 4606004 NO. SHEETS: 9 23

**APPROVED**  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 5-14-07  
 Reviewer: *[Signature]*

- LEGEND**
- EASEMENT (60')
  - PROPERTY EASEMENT
  - 10' WATER & 20' BACK LOTS)
  - ROAD CL
  - EDGE OF PAVEMENT
  - FENCE
  - EXISTING ROADS
  - PROPOSED TRAIL
  - OVERHEAD POWER LINES
  - UNDERGROUND TELEPHONE
  - NO BUILD
  - DRAINAGE EASEMENT
  - FINISHED GROUND
  - EXISTING GROUND
  - STOP SIGN
  - CULVERT
  - BOX CULVERT
  - SEPTIC TANK
  - DRAINFIELD
  - REPLACEMENT DRAINFIELD
  - SOIL PIT & 25' RADIUS
  - WELL & ISOLATION ZONE

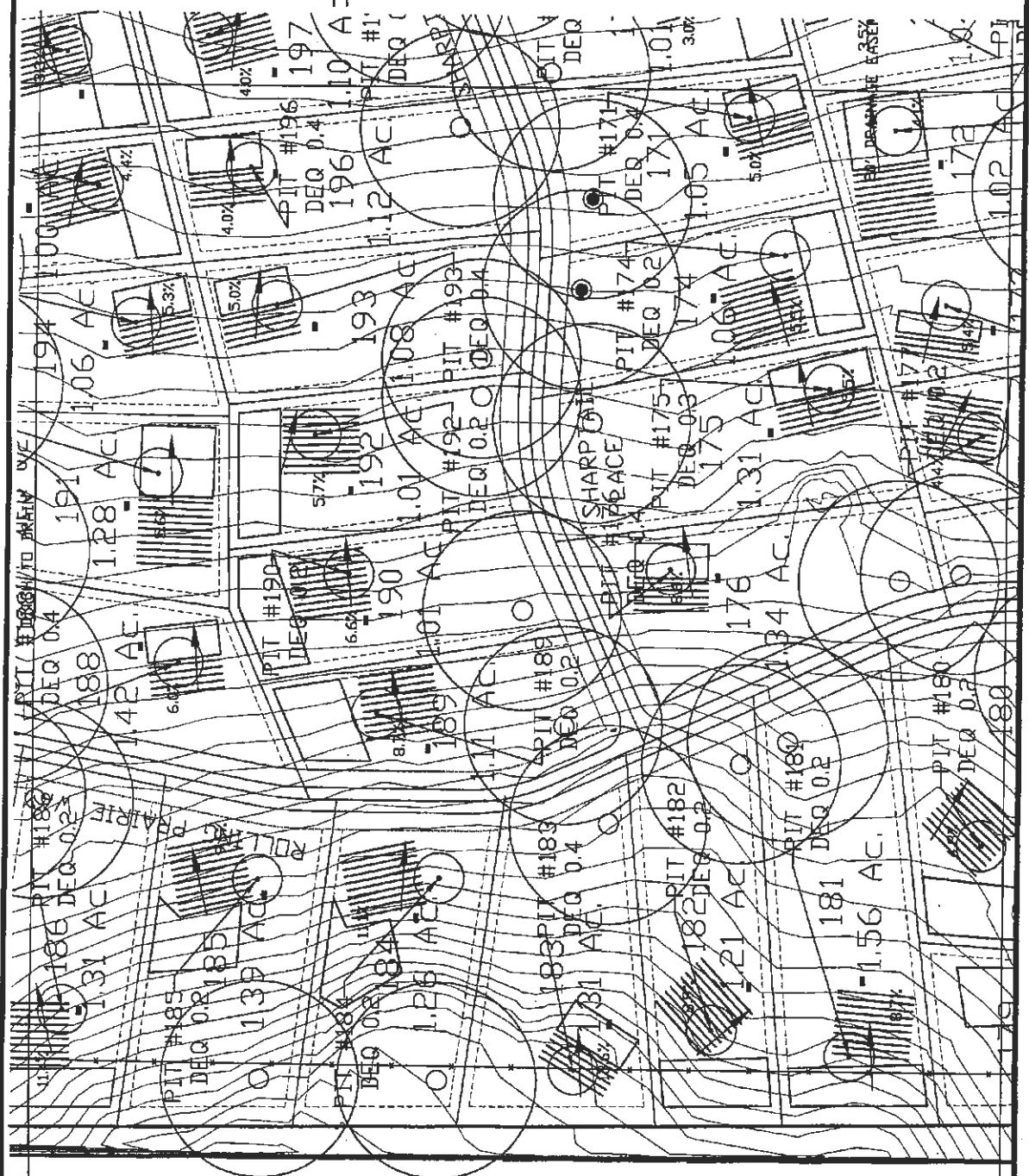
SHEET 1	SHEET 2
SHEET 3	SHEET 4
SHEET 5	SHEET 6
SHEET 7	SHEET 8
SHEET 9	SHEET 10
SHEET 11	SHEET 12
SHEET 13	SHEET 14
SHEET 15	SHEET 16
SHEET 17	SHEET 18
SHEET 19	SHEET 20
SHEET 21	SHEET 22
SHEET 23	SHEET 24



PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, NEAR THREE FORKS, MT  
**DBEC**  
 Design, Build,  
 Engineering and  
 Consulting, Inc.  
 LOT LAYOUT  
 S1 & NW 1/4, T2N, R1E  
 DRAWN BY: CHM/DBE  
 DATE: 2/16/07  
 0855, RP, 2007

158736 Fee: \$ 245.00 BK 107 Pg 469  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Ck & Rcdr By \_\_\_\_\_  
 Return to: \_\_\_\_\_

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 FEB 20 2007  
 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU





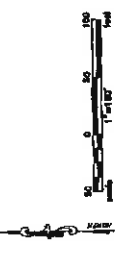
STATE PROJECT NO. 4808004 NO. SHEETS 11 23

APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 5-14-07  
 REVIEWER

LEGEND

- EASEMENT (60')
- PROPERTY EASEMENT
- 10' INTER & 20' BACK LOTS
- ROAD CL
- EDGE OF PAVEMENT
- FENCE
- EXISTING ROADS
- PROPOSED TRAIL
- OVERHEAD POWER LINES
- UNDERGROUND TELEPHONE
- NO BUILD
- DRAINAGE EASEMENT
- FINISHED GROUND
- EXISTING GROUND
- STOP SIGN
- CULVERT
- BOX CULVERT
- SEPTIC TANK
- DRAINFIELD
- REPLACEMENT DRAINFIELD
- SOIL PIT & 25' RADIUS
- WELL & ISOLATION ZONE

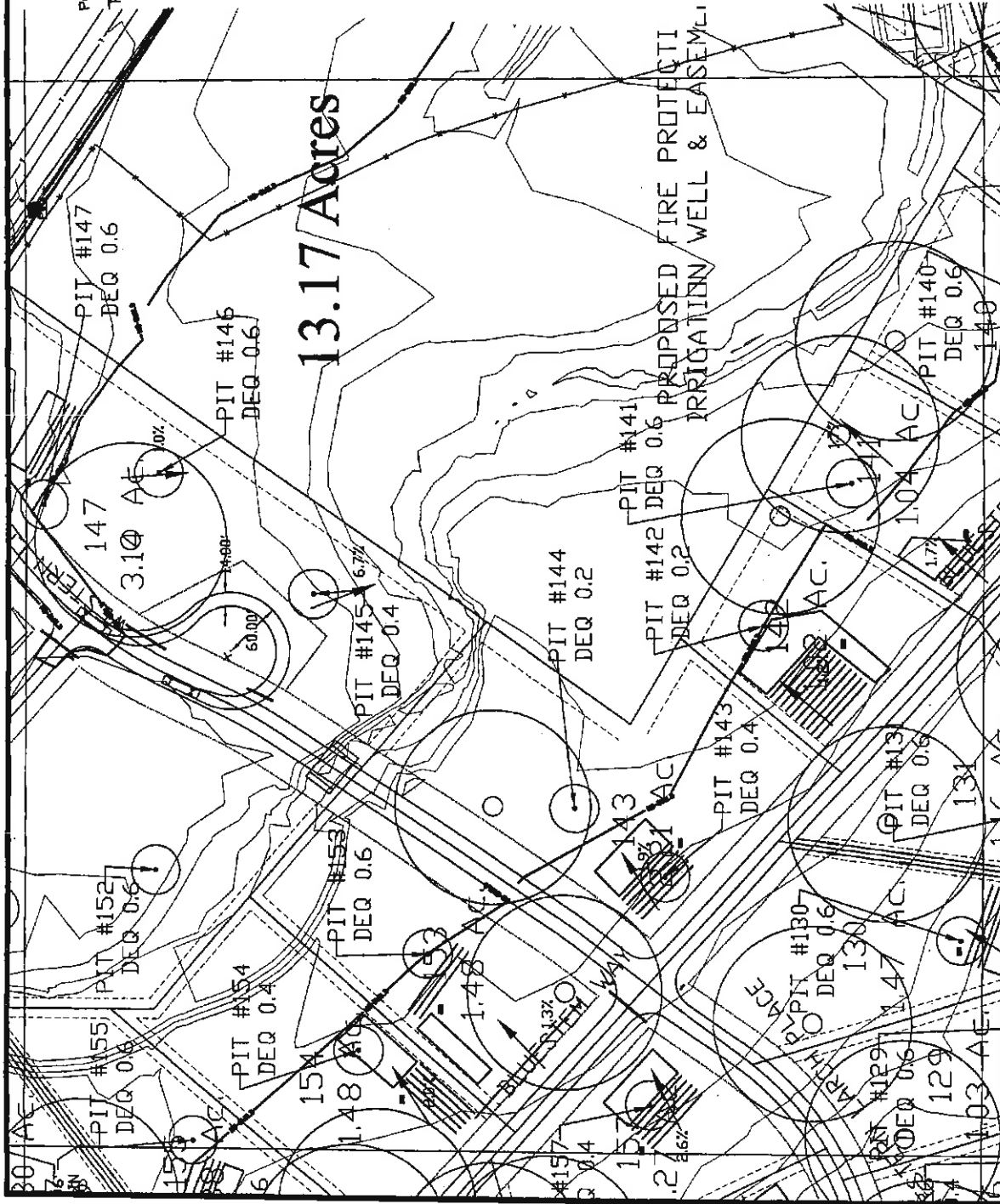
SHEET SHEET	1	2	3	4	5
SHEET SHEET	6	7	8	9	10
SHEET SHEET	11	12	13	14	15
SHEET SHEET	16	17	18	19	20
SHEET SHEET	21	22	23	24	25



PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, MONTANA  
 DBEC  
 Design, Build,  
 & Operate  
 Consulting, Inc.  
 LOT LAYOUT  
 SJ & NW 1/4 SA, T2N, R1E  
 DRAWN BY: C.H.D. BY DATE: JJC 2/16/07  
 0855-88-300

156736 Fee: \$ 245.00 Bk 107 Pg 471  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Clk & Rcdr By  
 Return to:

RECEIVED  
 MONTANA DEPARTMENT OF PUBLIC WATER & SUBDIVISIONS BUREAU  
 FEB 20 2007



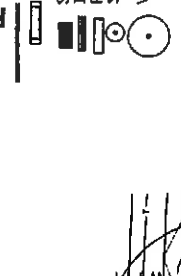


STATE	PROJECT NO.	NO. SHEETS
MT	4608004	12
		23

APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 MA 5  
 3-11-07

156736 Fee: \$ 245.00 Bk 107 Pg 472  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Ck & Rctr By  
 Return to:

- LEGEND.**
- EASEMENT (60')
  - PROPERTY EASEMENT
  - 10' INTER & 20' BACK LOTS)
  - ROAD CL
  - EDGE OF PAVEMENT
  - FENCE
  - EXISTING ROADS
  - PROPOSED TRAIL
  - OVERHEAD POWER LINES
  - UNDERGROUND TELEPHONE
  - NOT BUILT
  - DRAINAGE EASEMENT
  - FINISHED GROUND
  - EXISTING GROUND
  - STEP SIGN
  - CULVERT
  - BOX CULVERT
  - SEPTIC TANK
  - DRAINFIELD
  - REPLACEMENT DRAINFIELD
  - SOIL PIT & 25' RADIUS
  - WELL & ISOLATION ZONE

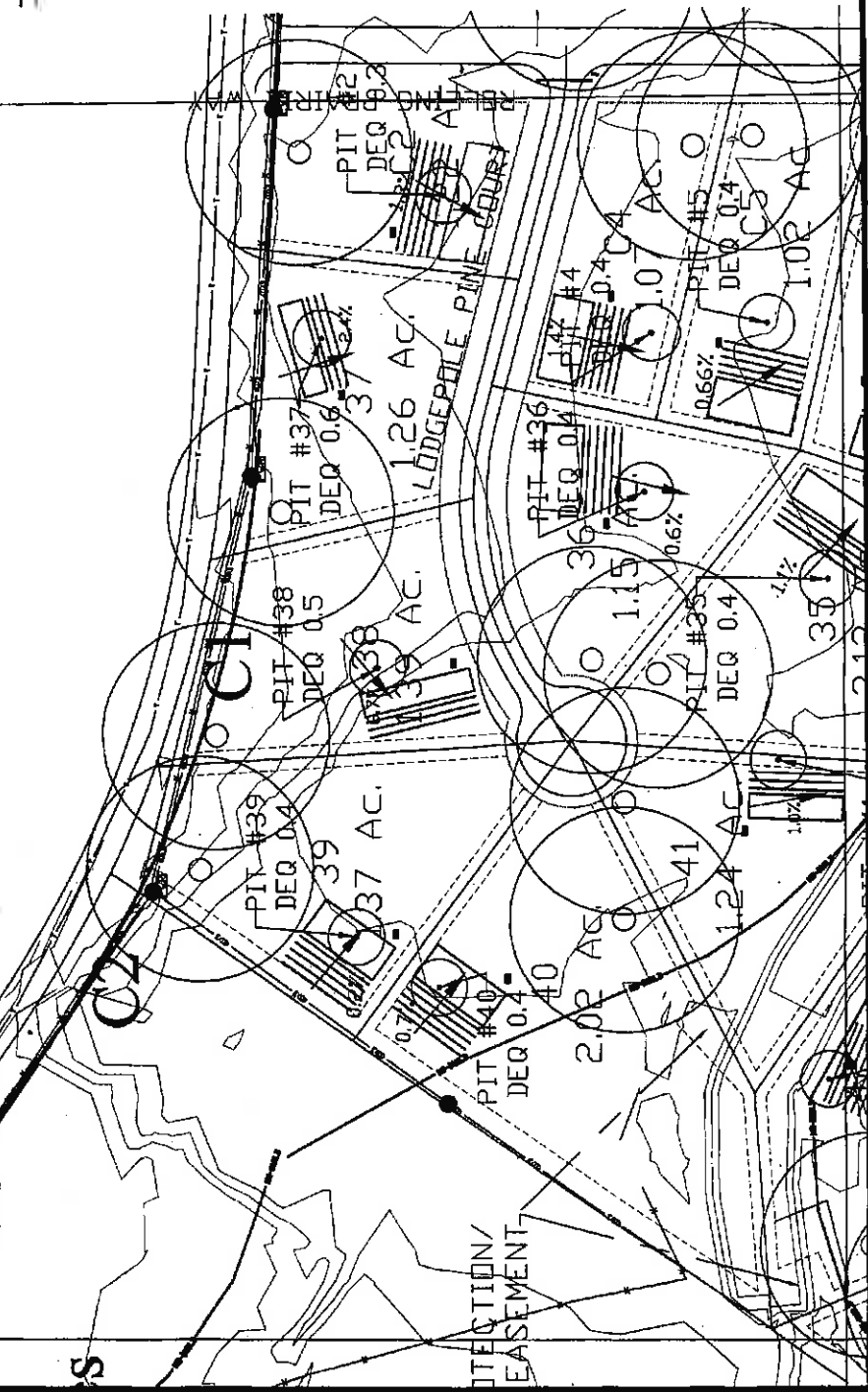


SHEET SHEET	1	2	3	4	5
SHEET SHEET	6	7	8	9	10
SHEET SHEET	11	12	13	14	15
SHEET SHEET	16	17	18	19	20
SHEET SHEET	21	22	23	24	25

RECEIVED  
 FEB 20 2007  
 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU



PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, 30th TRAIL CORRS, MT  
 DBEC Inc. LOT LAYOUT  
 Design, Build, Engineering and  
 Consulting, Inc. DRAWN BY CHK'D BY DATE  
 JAC ESH 7/18/07



STATE	PROJECT NO.	NO. SHEETS
MT	4096004	13
		23

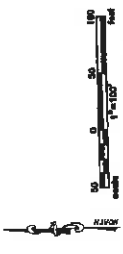
APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 TNA 5  
 5-14-07  
 10/11/07

156736 Fee: \$ 245.00 Bk 107 Pg 473  
 BROADWATER COUNTY Recorded 08/21/2007 AT 08:48 AM  
 Rhonda Neilson, Ck & Refr By \_\_\_\_\_  
 Return to: \_\_\_\_\_

LEGEND

- EASEMENT (60')
- PROPERTY EASEMENT
- 10' INTER & 20' BACK LOTS
- ROAD CL
- EDGE OF PAVEMENT
- FENCE
- EXISTING ROADS
- PROPOSED TRAIL
- OVERHEAD POWER LINES
- UNDERGROUND TELEPHONE
- NO BUILD
- DRAINAGE EASEMENT
- FINISHED GROUND
- EXISTING GROUND
- STOP SIGN
- CULVERT
- BOX CULVERT
- SEPTIC TANK
- DRAINFIELD
- REPLACEMENT DRAINFIELD
- SOIL PIT & 25' RADIUS
- WELL & ISOLATION ZONE

SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	



PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, NEAR THREE FORKS, UT

DBEC  
 Design, Build,  
 Operate & Maintain  
 Consulting, Inc.

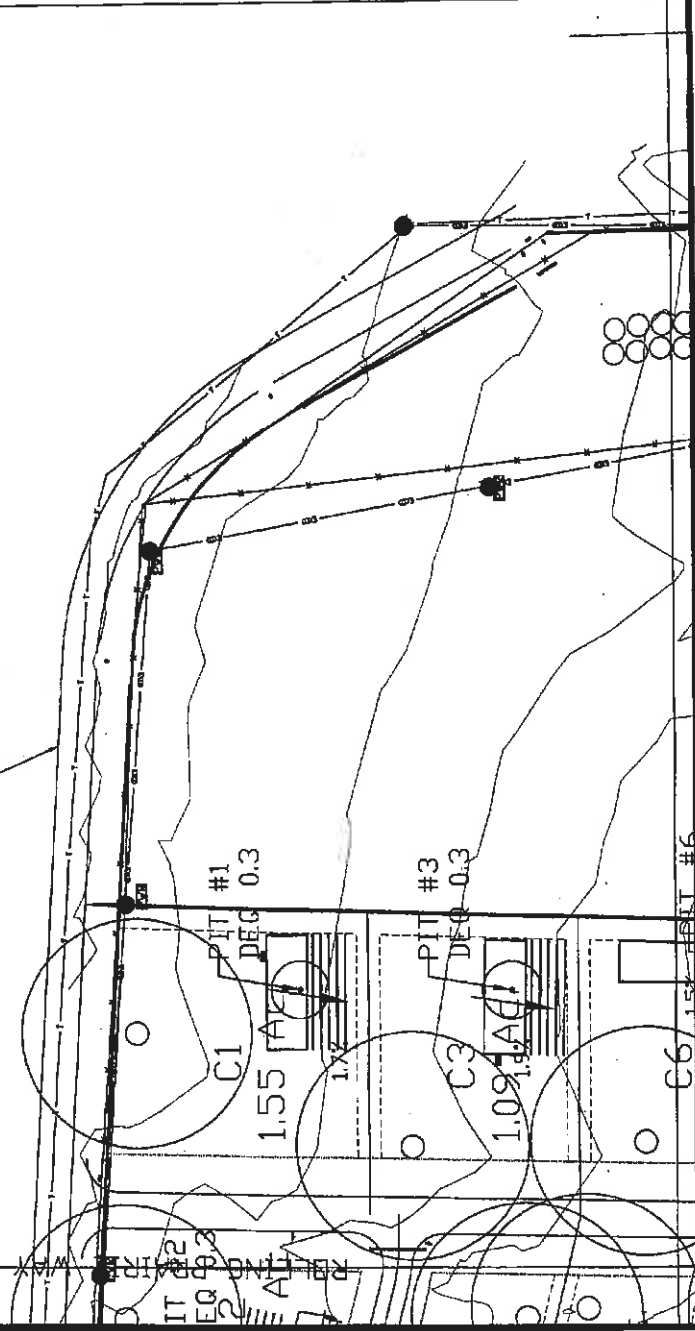
LOT LAYOUT  
 S1 & NW 1/4 S4, T2N, R1E

DATE: 2/16/07  
 DRAWN BY: CHK'D BY: FSH

PROJECT NO: 2007

RECEIVED  
 FEB 20 2007  
 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU

PRICE ROAD  
 60' EASEMENT



STATE	PROJECT NO.	NO. SHEETS
MT	4608004	14
		23

APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 5-14-07  
 REVIEWER

- LEGEND
- EASEMENT (60')
  - PROPERTY EASEMENT
  - 10' INTER & 20' BACK LOTS)
  - ROAD CL
  - EDGE OF PAVEMENT
  - FENCE
  - EXISTING ROADS
  - CRIPPLED TRAIL
  - OVERHEAD POWER LINES
  - UNDERGROUND TELEPHONE
  - NO BUILD
  - DRAINAGE EASEMENT
  - FINISHED GROUND
  - EXISTING GROUND
  - STOP SIGN
  - CULVERT
  - BOX CULVERT
  - SEPTIC TANK
  - DRAIN-FIELD
  - REPLACEMENT DRAIN-FIELD
  - SOIL PIT & 25' RADIUS
  - WELL & ISOLATION ZONE

SHEET	SHEET	SHEET	SHEET	SHEET	SHEET
1	2	3	4	5	6
SHEET	SHEET	SHEET	SHEET	SHEET	SHEET
7	8	9	10	11	12
SHEET	SHEET	SHEET	SHEET	SHEET	SHEET
13	14	15	16	17	18
SHEET	SHEET	SHEET	SHEET	SHEET	SHEET
19	20	21	22	23	24

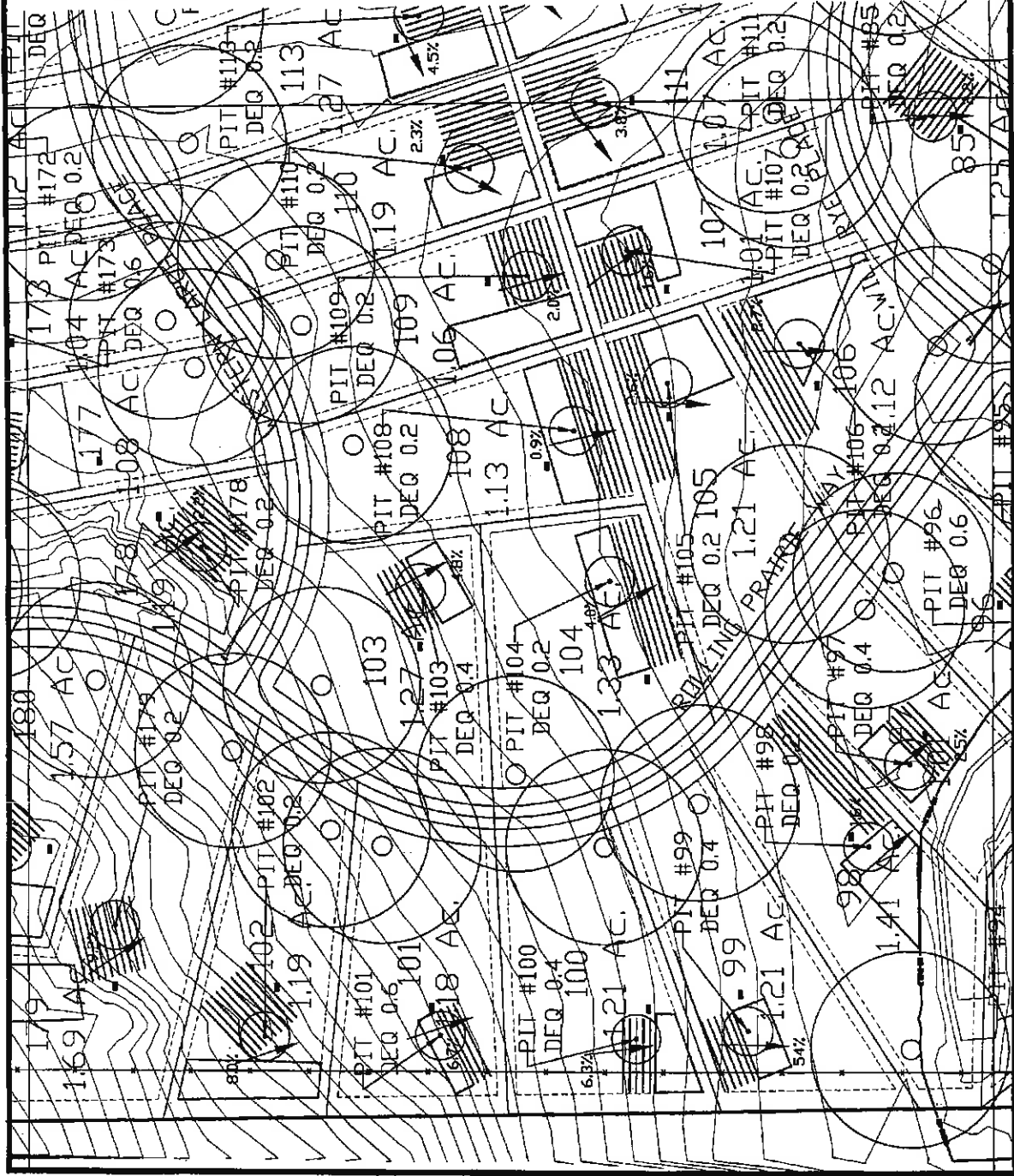
MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU

156736 Fee: \$ 245.00 Bk 107 Pg 474  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Clk & Recd By  
 Return to:

PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, MONTANA, WELLS FORDS, MT

DBEC  
 Design, Build,  
 Engineering and  
 Consulting, Inc.  
 DRAWN BY: C.H.W. BY DATE: 2/16/07  
 P.S.H.

LOT LAYOUT  
 S4 & NW 1/4 SA, T2N, R1E



STATE	PROJECT NO.	NO. SHEETS
MT	4806004	15

APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 5-14-07  
 DBEC  
 Highway

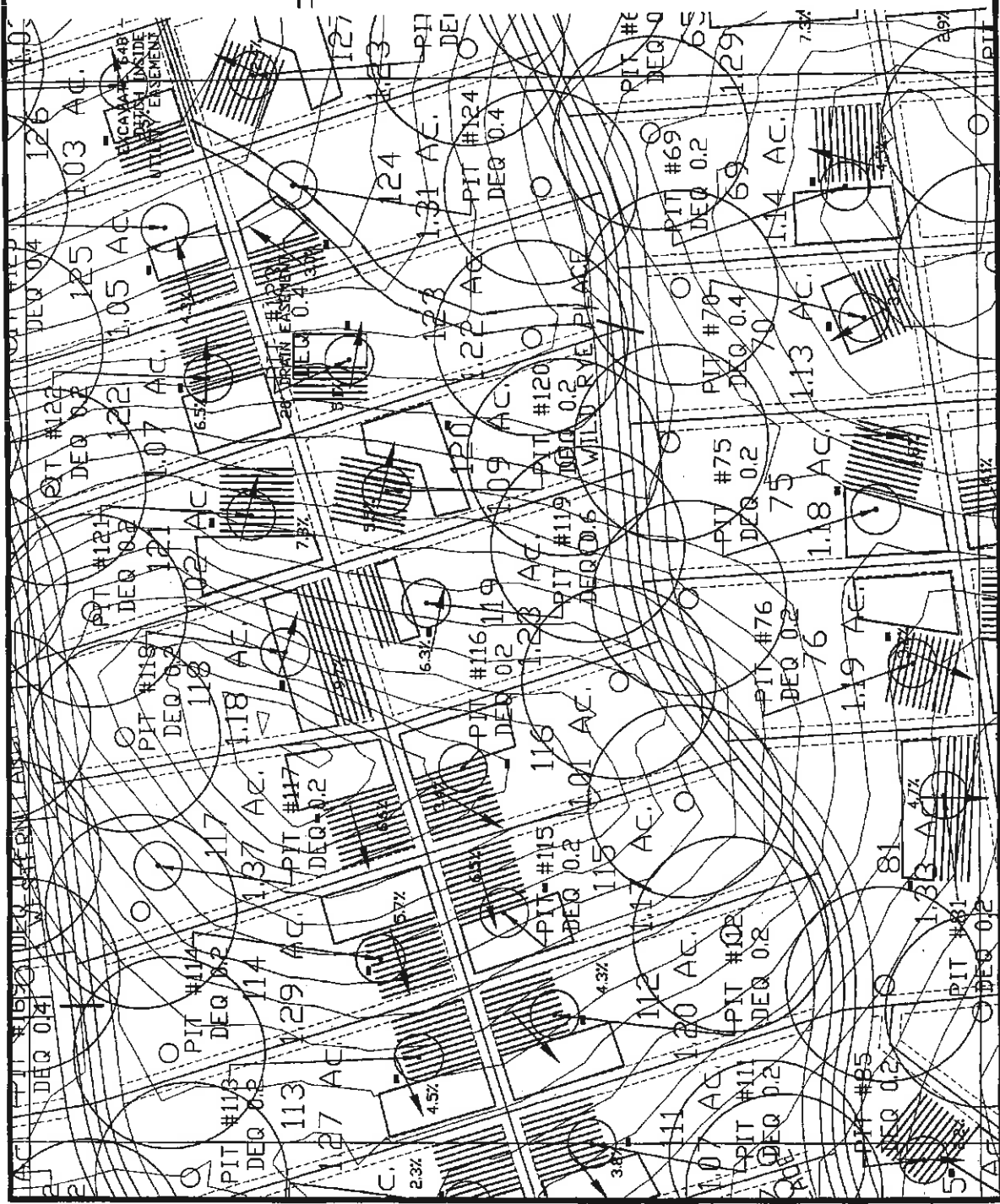
LEGEND:  
 EASEMENT (60')  
 PROPERTY EASEMENT  
 10' INTER & 20' BACK LOTS  
 ROAD CL  
 EDGE OF PAVEMENT  
 FENCE  
 EXISTING ROADS  
 PROPOSED TRAIL  
 OVERHEAD POWER LINES  
 UNDERGROUND TELEPHONE  
 NO BUILD  
 DRAINAGE EASEMENT  
 FINISHED GROUND  
 EXISTING GROUND  
 STOP SIGN  
 CULVERT  
 BOX CULVERT  
 SEPTIC TANK  
 DRAINFIELD  
 REPLACEMENT DRAINFIELD  
 SOIL PIT & 25' RADIUS  
 WELL & ISOLATION ZONE

SHEET	SHEET	SHEET	SHEET	SHEET	SHEET
1	2	3	4	5	6
SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET
7	8	9	10	11	12
SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET
13	14	15	16	17	18
SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET
19	20	21	22	23	24
SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET	SHEET SHEET

PRICE HILLS SUBDIVISION  
 HAWK CREEK, PRICE HILLS PARKS, MT  
 DBEC  
 Design, Build,  
 Engineering and  
 Consulting, Inc.  
 DRAWN BY: C.H.B. BY DATE: 2/16/07  
 J.A.C. E.S.H.

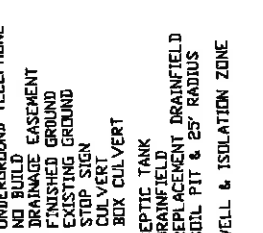
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 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Clk & Redr By  
 Return to:

REC'D  
 FEB 1  
 MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU

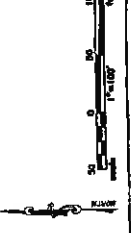


APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 MAS 5-11-07  
 P81919W1

LEGEND  
 EASEMENT (60')  
 PROPERTY EASEMENT  
 10' INTER & 20' BACK LOTS)  
 ROAD CL  
 EDGE OF PAVEMENT  
 FENCE  
 EXISTING ROADS  
 PROPOSED TRAIL  
 OVERHEAD POWER LINES  
 UNDERGROUND TELEPHONE  
 NO BUILD EASEMENT  
 DRAINAGE EASEMENT  
 FINISHING GROUND  
 EXISTING GROUND  
 STOP SIGN  
 CULVERT  
 BOX CULVERT  
 SEPTIC TANK  
 DRAINFIELD  
 REPLACEMENT DRAINFIELD  
 SOIL FIT & 25' RADIUS  
 WELL & ISOLATION ZONE



SHEET 1	SHEET 2	SHEET 3	SHEET 4	SHEET 5	SHEET 6	SHEET 7	SHEET 8	SHEET 9	SHEET 10	SHEET 11	SHEET 12	SHEET 13	SHEET 14	SHEET 15	SHEET 16	SHEET 17	SHEET 18	SHEET 19	SHEET 20	SHEET 21	SHEET 22	SHEET 23
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PRICE MILLS SUBDIVISION  
 BROADWATER COUNTY, NEAR THREE FORKS, MT

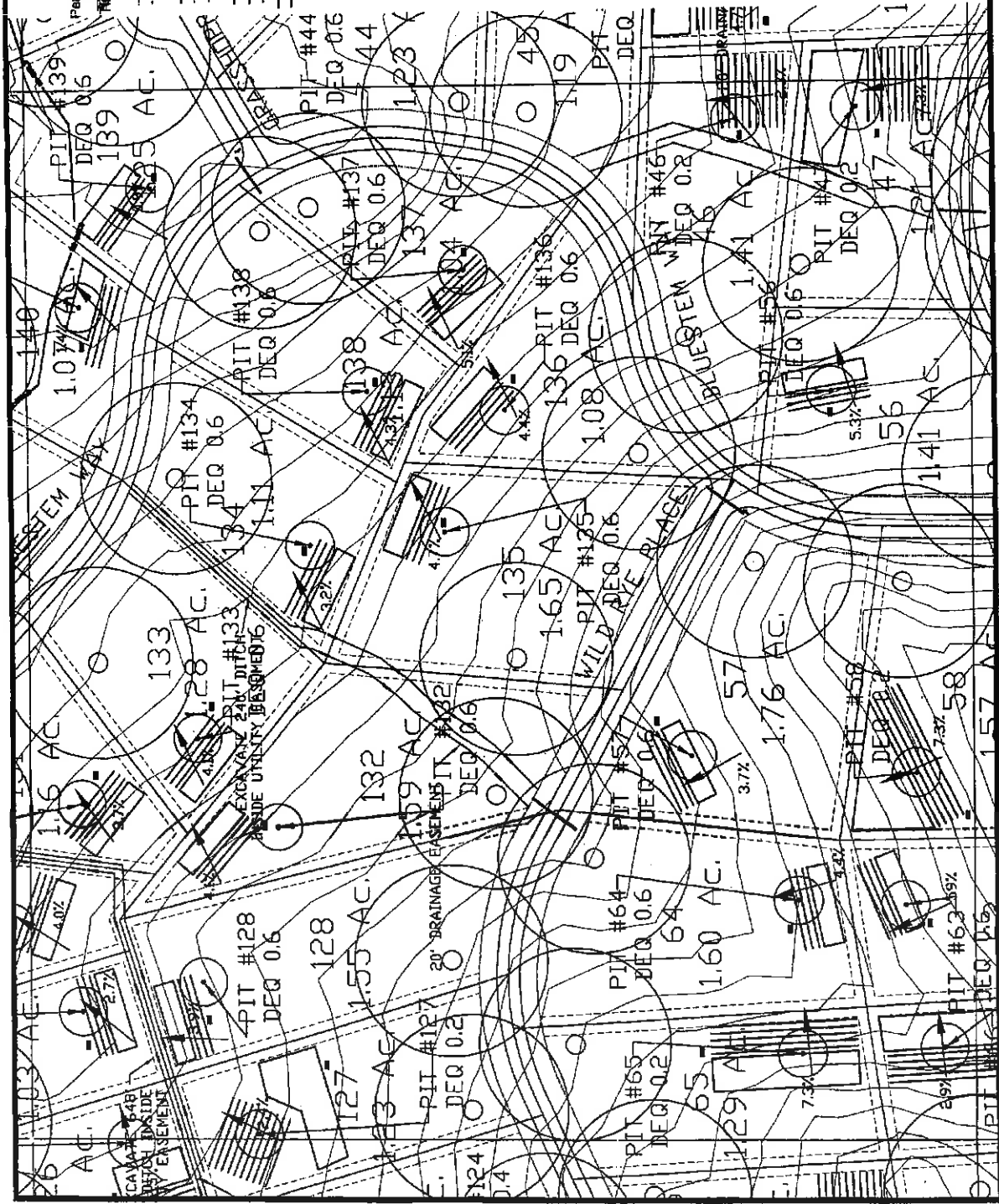
DBEC  
 Design, Build,  
 Engineering and  
 Consulting, Inc.

LOT LAYOUT  
 SJ & HW 1/4 SA, T2N, R1E

DRAWN BY: CHRD BY: JSN  
 DATE: 2/21/07

156736 Fee: \$ 245.00 Bk 107 Pg 476  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Neilson, CLK & Rcdr By  
 Return to:

MT DEQ PUBLIC WATER  
 & SUBDIVISIONS BUREAU  
 FEI  
 R M







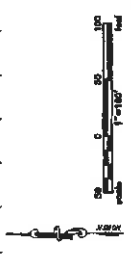
STATE PROJECT NO. 4606004 NO. SHEETS 19 23

**APPROVED**  
 Vermont Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 5-14-07  
 MAS  
 REVIEWER

**LEGEND**

- EASEMENT (60')
- PROPERTY EASEMENT
- 100' INTER & 20' BACK LOTS)
- ROAD CL
- EDGE OF PAVEMENT
- FENCE
- EXISTING ROADS
- PROPOSED TRAIL
- UNDERHEAD POWER LINES
- UNDERGROUND TELEPHONE
- NO BUILD
- DRAINAGE EASEMENT
- FINISHED GROUND
- EXISTING GROUND
- STOP SIGN
- CULVERT
- BOX CULVERT
- SEPTIC TANK
- DRAINFIELD
- REPLACEMENT DRAINFIELD
- SOIL PIT & 25' RADIUS
- WELL & ISOLATION ZONE

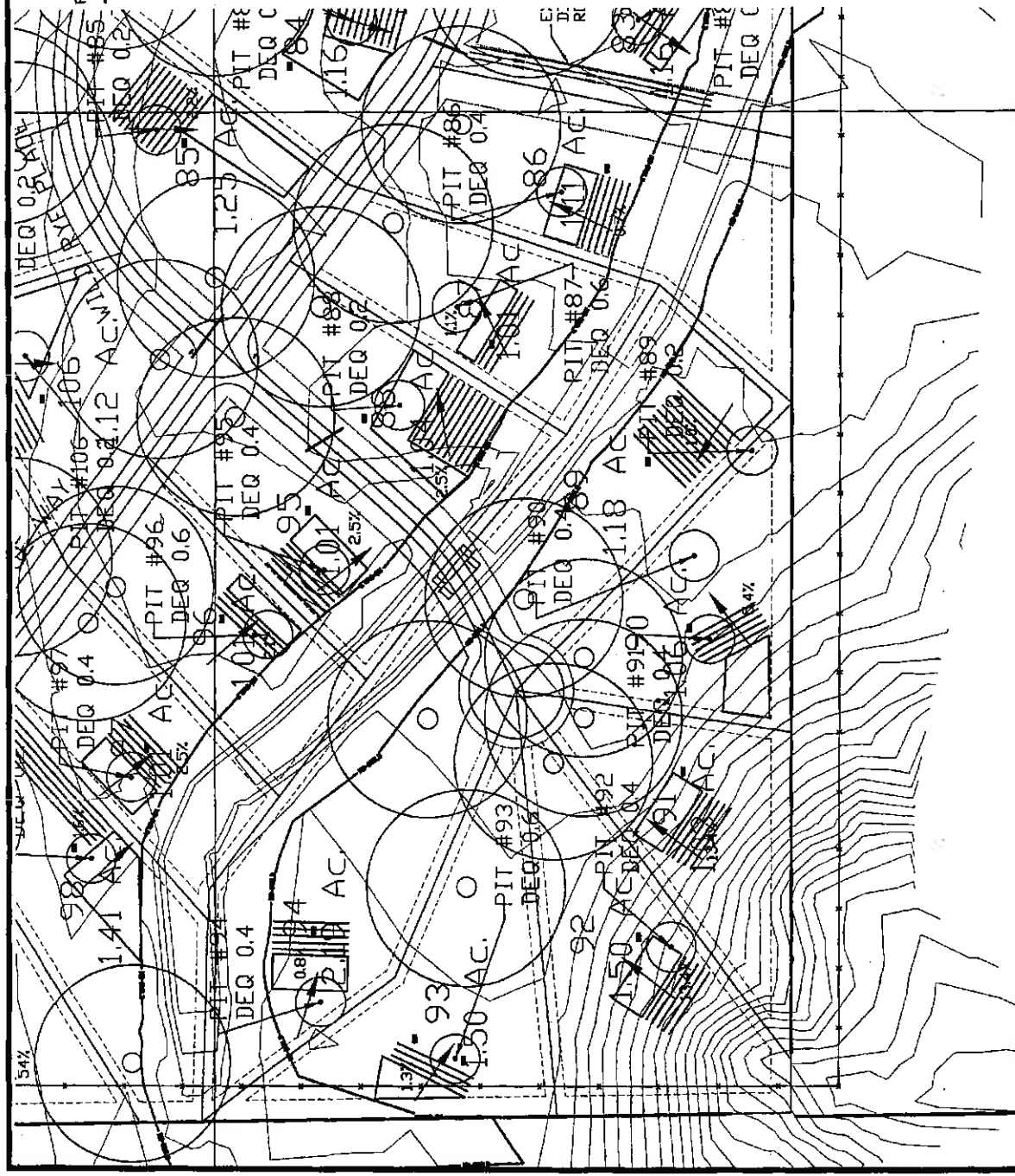
SHEET	SHEET	SHEET
1	4	5
2	3	6
7	8	9
10	11	12
13	14	15
16	17	18
19	20	21



PRICE HILLS SUBDIVISION  
 TOWN OF PRICE HILLS, VERMONT  
 ENGINEERED BY JAC  
 DESIGN, BUILD, ENGINEERING AND CONSULTING, INC.  
 LOT LAYOUT  
 S1 & NW 1/4 S4, T2N, R1E  
 DRAWN BY C.H.C. BY DATE  
 JAC 2/7/07

156736 Fee: \$ 245.00 Bk 107 Pg 479  
 BROADWATER COUNTY Recorded 08/23/2007 At 09:48 AM  
 Rhonda Nelson, Clk & Recd By  
 Return to:

**RECEIVED**





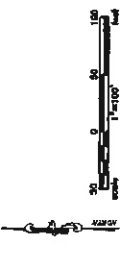
STATE MT PROJECT NO. 4506004 NO. SHEETS 20 23

**APPROVED**  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 5-14-07  
 Registrar

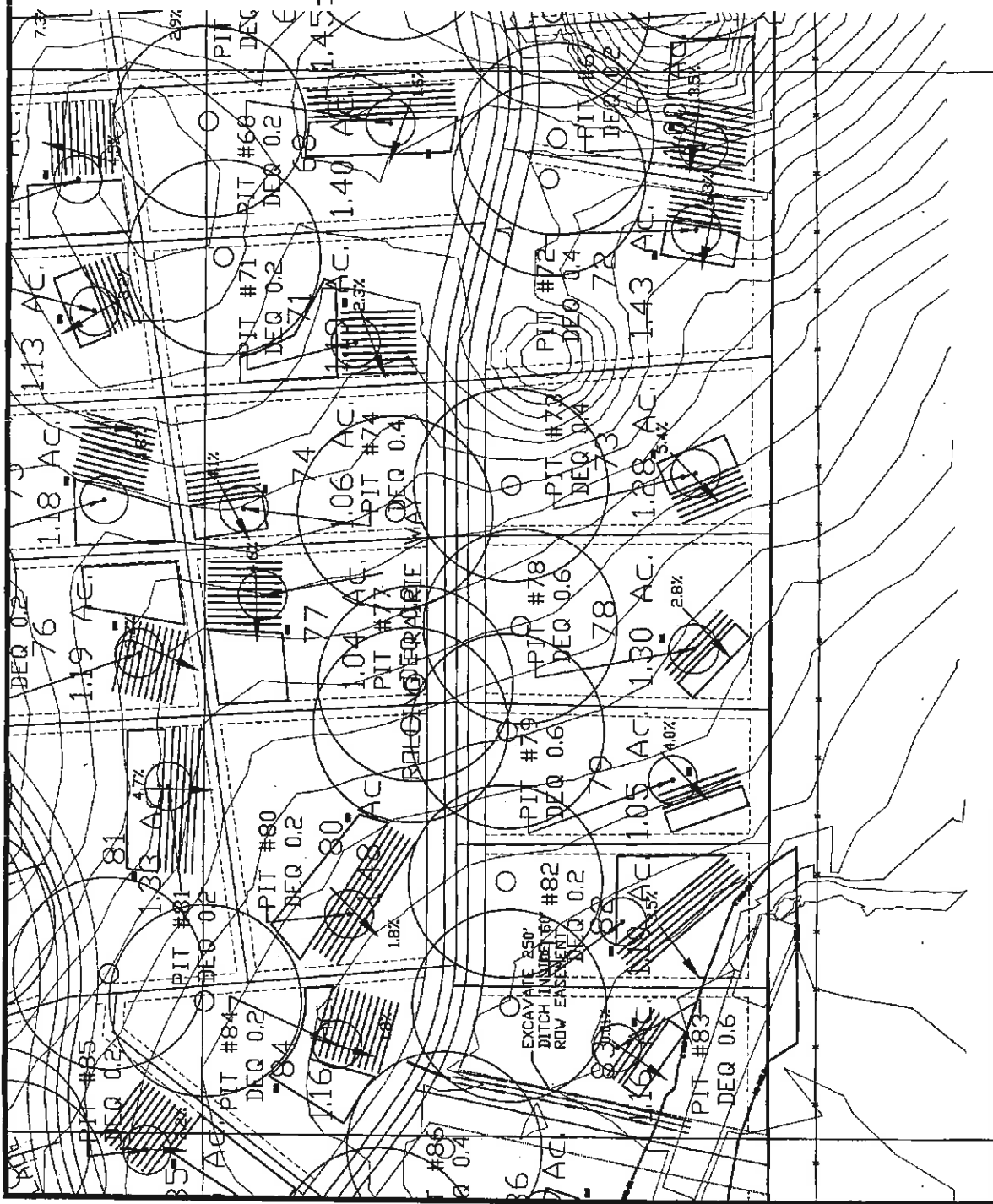
**LEGEND**

- EASEMENT (50')
- PROPERTY EASEMENT
- 10' INTER & 20' BACK LOTS
- ROAD CL
- EDGE OF PAVEMENT
- FENCE
- EXISTING ROADS
- PROPOSED TRAIL
- DIVERGENT POWER LINES
- UNDERGROUND TELEPHONE
- NO BUILD
- DRAINAGE EASEMENT
- FINISHED GROUND
- EXISTING GROUND
- STOP SIGN
- CULVERT
- BOX CULVERT
- SEPTIC TANK
- DRAINFIELD
- REPLACEMENT DRAINFIELD
- SOIL PIT & 25' RADIUS
- WELL & ISOLATION ZONE

SHEET #1	SHEET #2	SHEET #3	SHEET #4	SHEET #5	SHEET #6	SHEET #7	SHEET #8	SHEET #9	SHEET #10	SHEET #11	SHEET #12	SHEET #13	SHEET #14	SHEET #15	SHEET #16	SHEET #17	SHEET #18	SHEET #19	SHEET #20	SHEET #21	SHEET #22	SHEET #23
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PRICE HILLS SUBDIVISION  
 BROADWATER COUNTY, NEAR THREE FORKS, MT  
 DBEC  
 Design, Build, Engineering and Consulting, Inc.  
 DRAWN BY: CHUCK BYRNE DATE: 2/16/07  
 & SUBDIVISIONS BUREAU  
 # 156736 Fee: \$ 245.00 Bk 107 Pg 480  
 BROADWATER COUNTY Recorded 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Ck & Rcdr By  
 Return to:







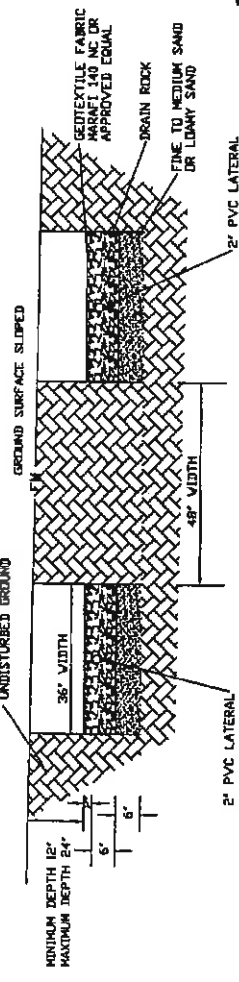


STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
MT	4506004	1	1

APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 M.A.S. 5-14-07  
 REMEMBER

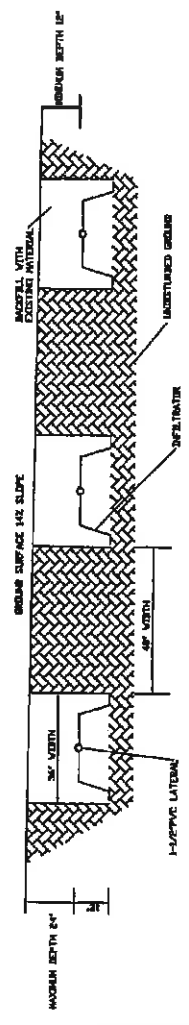
CONTRACTOR SHALL MEET THE  
 REQUIREMENTS OF MPWSS AND DEQ  
 CIRCULAR 4.

156736 Fee: \$ 245.00 Bk 107 Pg 99.D  
 BROADWATER COUNTY Filed 08/21/2007 At 08:48 AM  
 Rhonda Nelson, Ck & Rch By  
 Return to:

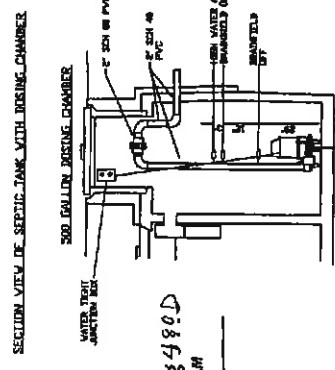


NTS  
 TYPICAL TRENCH DETAIL

INFILTRATOR DETAIL

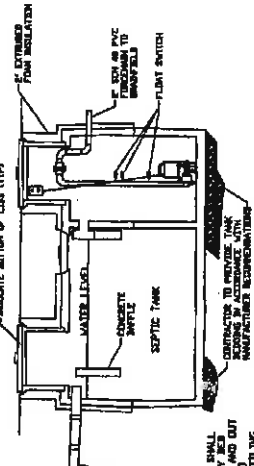


TYPICAL LATERAL DETAIL



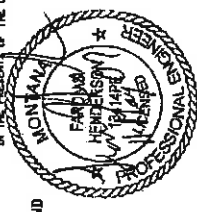
WITH 5 FOOT ELEVATION CHANGE USE EFFLUENT PUMP  
 WITH 4\"/>

100 GALLON PRECAST CONCRETE SEPTIC TANK WITH 200  
 GALLON DORSING CHAMBER SUBJECT TO LOCAL AVAILABILITY

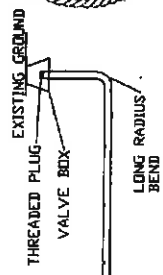


CONTRACTOR SHALL  
 SUFFICIENTLY REIN  
 OF REINFORCING BARS  
 PREVENT SETTLING

NOTE: THE PRESSURE DISTRIBUTION SYSTEM  
 MUST BE FIELD-TESTED TO VERIFY LEAKING  
 IN THE PRESENCE OF THE COUNTY SANITARIAN



NOT TO SCALE



1/2\"/>
 ORIFICE UP-AND 1\"/>
 FIRST ORIFICE SHALL BE 25' FROM MANIFOLD

RECEIVED  
 MAY 11 2007

MT DEQ PUBLIC WATER  
 & SURFACINGS BUREAU

PRICE HILLS SUBDIVISION BROADWATER COUNTY, NEAR THREE FORKS, MT	DATE 4/27/07
DBEC Design, Build, Engineering and Consulting, Inc.	DRWK BY CHK'D BY J.M.C. E.S.H.
PRESSURE DOSE SYSTEM DESIGN 3-BEDROOM HOME	DESIGNER DORIS W. 2007

# 27

**WEED MANAGEMENT PLAN APPLICATION**

1. Name **Targe Development**  
Address **2023 Stadium Drive, Suite 1D**  
**Bozeman MT 59715**  
Phone **406-522-7150**

2. Location of the proposed plan **S 1/2 & NW 1/4**  
**Section 4 Township T2N Range R1E**

Brief description of activity  
**The activity that will occur at Price Hills will include road construction, drainfield construction, sewer pipe installation, installation of culverts, possible home site preparation and other minor dirt activities.**

3. Proposed starting date **January 1, 2007** Expected completion date **January 1, 2009**

THE APPLICANT CERTIFIES THAT THE STATEMENTS APPEARING HEREIN ARE TO THE BEST OF HIS/HER KNOWLEDGE TRUE AND CORRECT, AND AUTHORIZES THE INSPECTION OF THE PROJECT SITE BY THE WEED BOARD OR ITS REPRESENTATIVE.

Signature *Splaine Sproun, member* Date *6/7/2006*

Return completed form with the proposed plan and notification of disturbance to:  
BROADWATER COUNTY WEED DISTRICT  
515 Broadway Townsend, MT 59644  
Phone: (406) 266-9243

\* \* \* \* \*  
**To be completed by the Broadwater County Weed Board:**

The Weed Management Plan  is  is not accepted.

Plan changes or additions: *Wording must be submitted & placed on*  
*plat.*

WEED BOARD SIGNATURES: *[Signature]* DATE *8/17/06*  
*[Signature]*  
*[Signature]*

Site Inspection by *Ram Converse* Date *8/18/06*

**WEED MANAGEMENT PLAN FOR SUBDIVISIONS**

1. Provide a map of the area, or copy of the subdivision plat, with legal description.  
**Attached**
2. Which noxious weeds (if any) are present on the property?  
**The surrounding areas contain trace amounts of spotted knapweed and leafy spurge. Spotted knapweed can be found along Price road. Whitetop is scattered throughout much of the grain fields and on the western end of the property.**
3. Identify the location and size of the infestation(s) on the map.  
**No known infestations are located on the property.**
4. Tell what types of measures you will use to control the weeds already present or that may appear during the construction / development / disturbance of the property.  
**Care will be taken to ensure equipment is relatively clean and does not contain noxious weed seeds. Any weeds found on the property during construction/development/disturbance will be pulled or sprayed to stop further spread.**
5. Describe any land disturbance (i.e. building roads) and the type of revegetation to be used in such area(s). Seed and mulch, if used, must be free of noxious weed seeds. Describe what kind of weed control measures will be used on the disturbed areas.  
**Disturbance will include road building, drainfield installation, sewer pipe installation, installation of culverts and miscellaneous minor disturbances. Areas disturbed during construction will be revegetated with the following certified weed free seed mix:**
  - 35% Intermediate Wheatgrass**
  - 30% Nodar Crested Wheatgrass**
  - 25% Pubescent Wheatgrass**
  - 10% Russian Wildrye****If mulch is used it will be certified weed free. Noxious weeds will be controlled through herbicides and mechanical pulling.**
6. Obligation for subsequent owners is to be stated on the plat or in the covenants, to include both private property and road rights-of-way, and to be a part of any road maintenance agreement. Submit a copy of the covenants or the wording on the plat with this application.  
**Found on Plat**

**The developer will control noxious weeds until responsibility is turned over to the homeowners association. The developer has recently sprayed the weeds on the property.**

The weed management plan must be approved by the Weed Board prior to the submission of the subdivision application. The Board reserves the right to inspect the property prior to issuing a final letter of approval.

**156737 Fee: \$ 33.00 Bk 107 Pg 483**

**BROADWATER COUNTY Recorded 08/21/2007 At 10:09 AM**

**Rhonda Nelson, Clk & Rcdr By \_\_\_\_\_**

**Return to:**



Attachment A

<u>Description of Work to be Completed</u>	<u>Estimated Cost of Completion</u>
Fire suppression, electrical and testing	\$36,000.00
Road Construction – Price Road (approx. 1 mile section from Gates 1-3)	\$509,004.00
<b>TOTAL</b>	<b>\$545,004.00</b>
<b>LETTER</b>	<b>125% (\$545,004) = 681,255.00</b>

**156739 Fee: \$ 63.00 Bk 107 Pg 508**  
**BROADWATER COUNTY Recorded 08/21/2007 At 10:57 AM**  
**Rhonda Nelson, Clk & Recd By \_\_\_\_\_**  
**Return to: CROWLEY LAW FIRM PO BOX 10969**  
**BOZEMAN MT 59715**

**Bid Tab**

Project: Price Road & Highway 287 Turn Lane Improvements  
 Developer: Rolling Glen Ranch, LLC

Bid Date: May 10, 2007

Schedule A	Description	Estimated Unit	Engineer's Estimate		Peterson Sand & Gravel		Smith Contracting, Inc.		A.M. Wilkes		JTL Group, Inc.	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	18" Asphalt	11.5 S.Y.	\$ 10,000.00	\$ 115,000.00	\$ 21,800.00	\$ 250,700.00	\$ 9,100.00	\$ 104,650.00	\$ 130,000.00	\$ 1,500,000.00	\$ 104,000.00	\$ 1,196,000.00
2	1" S. Perms	11.5 S.	500.00	5,750.00	2,300.00	23,350.00	500.00	5,750.00	5,000.00	5,000.00	30,000.00	30,000.00
3	1" S. Traffic Control	11.5 S.	6,000.00	69,000.00	13,000.00	139,000.00	800.00	8,000.00	50,000.00	500,000.00	164,800.00	1,648,000.00
4	Excavation above Subgrade	24.025 C.Y.	3.00	72.075	3.94	94,658.50	3.46	83,128.50	4.22	101,385.50	6.00	144,150.00
5	3" Thickness of Hot Plant Mix Asphalt concrete Surface Course Type "B"	18.320 S.Y.	9.00	164,880.00	9.75	178,620.00	8.96	164,147.20	9.19	168,380.80	8.75	160,300.00
6	2" Thickness of Hot Plant Mix Asphalt Concrete Surface Course Type "B"	18.360 S.Y.	7.00	128,520.00	8.50	156,340.00	6.50	119,340.00	6.04	110,894.40	5.75	106,570.00
7	4" Thickness of 3/4" Minus Crushed Base Course	52.650 S.Y.	10.00	526,500.00	2.25	118,437.50	1.32	69,596.00	2.39	125,594.50	3.50	184,275.00
8	3" Minus Crushed Sub-Base	24.000 C.Y.	28.00	672,000.00	14.45	346,710.00	11.02	271,092.00	16.19	389,274.00	33.00	811,800.00
9	15" CMP Storm Drain Pipe	370 L.F.	30.00	11,100.00	39.40	14,208.00	34.00	12,580.00	47.00	17,390.00	32.00	11,840.00
10	24" CMP Storm Drain Pipe	52 L.F.	45.00	2,250.00	59.00	3,081.00	41.00	2,132.00	59.00	3,081.00	55.00	2,825.00
11	36" CMP Storm Drain Pipe	82 L.F.	55.00	2,420.00	48.00	2,016.00	63.00	3,969.00	75.00	6,150.00	71.00	5,821.00
12	36" x 24" CMP Storm Drain Pipe	124 L.F.	60.00	7,200.00	52.00	6,448.00	55.00	6,820.00	58.00	7,182.00	47.00	5,822.00
13	36" x 24" CMP Storm Drain Pipe	60 L.F.	65.00	3,900.00	60.00	3,600.00	51.90	3,114.00	78.00	4,644.00	63.00	3,969.00
14	8" x 4" Concrete Box Culvert	52 L.F.	65.00	3,380.00	69.00	3,588.00	59.00	3,068.00	72.00	3,744.00	67.00	3,481.00
15	8" x 4" Concrete Box Culvert	52 L.F.	65.00	3,380.00	69.00	3,588.00	59.00	3,068.00	72.00	3,744.00	67.00	3,481.00
16	12' x 5' Concrete Box Culvert	68 L.F.	100.00	6,800.00	78.00	5,280.00	88.00	8,736.00	94.00	9,472.00	84.00	8,064.00
17	Pavement Markings - Water Bourne	10,000.00	1.00	10,000.00	9,600.00	9,600.00	7,000.00	7,000.00	5,400.00	5,400.00	4,700.00	4,700.00
18	Traffic Signaling	1 S.Y.	5,000.00	5,000.00	3,000.00	3,000.00	1,000.00	1,000.00	4,000.00	4,000.00	4,700.00	4,700.00
19	Rock Check Dams	1 S.Y.	250.00	250.00	240.00	240.00	3,800.00	3,800.00	8,000.00	8,000.00	4,500.00	4,500.00
20	Drainage Swale	1 S.Y.	5,000.00	5,000.00	4,400.00	4,400.00	3,800.00	3,800.00	9,700.00	9,700.00	4,500.00	4,500.00
21	Subtotal	180 L.F.	10.00	1,764,415.00	20.00	1,073,622.00	5.25	886,648.70	7.00	1,279,247.20	31.00	2,040,287.00
Schedule B												
1	1" S. Mill/Overlay	11.5 S.	\$ 10,000.00	\$ 115,000.00	\$ 12,000.00	\$ 138,000.00	\$ 3,800.00	\$ 43,800.00	\$ 43,000.00	\$ 495,000.00	\$ 33,000.00	\$ 380,000.00
2	1" S. Perms	11.5 S.	500.00	5,750.00	2,300.00	23,350.00	500.00	5,750.00	5,000.00	5,000.00	30,000.00	30,000.00
3	1" S. Traffic Control	11.5 S.	6,000.00	69,000.00	13,000.00	139,000.00	800.00	8,000.00	50,000.00	500,000.00	164,800.00	1,648,000.00
4	4" S. Thickness of Hot Plant Mix Asphalt Concrete Surface Course Type "B"	2.232 S.Y.	14.00	30,816.00	17.50	39,090.00	17.90	39,952.80	20.48	45,711.36	19.50	43,924.00
5	CRS-2P Seal & Cover, 3/8" Granulation	7,050 S.Y.	3.00	21,150.00	3.25	22,965.00	2.65	18,567.50	2.65	18,567.50	2.50	17,650.00
6	1.75" Crushed Aggregate Course	1,765 C.Y.	28.00	49,420.00	19.50	34,417.50	11.28	19,939.20	18.78	33,006.50	35.00	61,775.00
7	Traffic Control	11.5 S.	25,000.00	250,000.00	32,000.00	320,000.00	6,800.00	72,000.00	2,000.00	20,000.00	44,000.00	440,000.00
8	Pavement Markings - Epoxy	11.5 S.	10,000.00	100,000.00	6,900.00	69,000.00	6,800.00	68,000.00	2,000.00	20,000.00	13,600.00	136,000.00
9	24" CMP Storm Drain Pipe	11.5 S.	15,000.00	150,000.00	9,800.00	98,000.00	9,800.00	98,000.00	10,250.00	102,500.00	13,900.00	139,000.00
10	Subtotal	140 L.F.	45.00	247,020.00	48.00	185,748.00	43.00	131,763.80	46.00	250,039.68	47.00	323,564.08
Total Schedules A & B				\$ 2,011,435.00		\$ 1,260,372.00		\$ 988,412.50		\$ 1,529,286.88		\$ 2,363,756.08

156739 Fee: \$ 63.00 BK 107 Pg 510  
 BROADWATER COUNTY Recorded 08/21/2007 At 10:57 AM  
 Rhonda Nelson, CLK & Real By  
 Return to: CROWLEY LAW FIRM PO BOX 10989  
 BOZEMAN MT 59715

\* Miscalculation by Contractor in Original Bid

Total length of Price Hills Road = 13787.50  
 Total Length to the end of Price Hills Subd. = 6700.00  
 Percentage = 6700.00/13787.50 = 48.6%

**Price Road Construction Costs from Highway 287 to the end of Price Hills Subdivision**

Description	Estimate	Unit	Engineers Estimate		Helena Sand & Gravel		Smith Contracting		A.M. Woiles		JTL Group, Inc	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	0.486	L.S.	\$10,000.00	\$4,860.00	\$21,600.00	\$10,497.80	\$9,100.00	\$4,422.60	\$130,000.00	\$63,180.00	\$104,000.00	\$50,544.00
Permits	0.486	L.S.	\$600.00	\$243.00	\$2,300.00	\$1,117.80	\$500.00	\$243.00	\$3,000.00	\$2,430.00	\$30,000.00	\$14,580.00
Traffic Control	0.486	L.S.	\$5,000.00	\$2,430.00	\$13,000.00	\$6,318.00	\$800.00	\$398.80	\$50,000.00	\$24,300.00	\$164,800.00	\$80,092.80
Excavation above Subgrade	12,000	C.Y.	\$3.00	\$36,000.00	\$3.94	\$47,280.00	\$3.46	\$41,620.00	\$4.22	\$50,640.00	\$6.00	\$72,000.00
3" of type B Plant Mkr	17,867	S.Y.	\$8.00	\$160,803.00	\$9.75	\$174,203.25	\$8.96	\$160,088.32	\$9.19	\$164,197.73	\$8.75	\$156,336.25
4" of 3/4" minus C&G	20,844	S.Y.	\$10.00	\$208,440.00	\$2.25	\$46,898.00	\$1.32	\$27,514.08	\$2.39	\$49,817.16	\$3.50	\$73,054.50
3" minus Crushed Sub-Base	11,685	C.Y.	\$28.00	\$327,180.00	\$14.45	\$168,948.25	\$6.30	\$74,268.70	\$7.19	\$84,180.15	\$33.00	\$385,605.00
30" CMP Storm Drain Pipe	62	L.F.	\$58.00	\$3,596.00	\$48.00	\$2,976.00	\$53.00	\$3,306.00	\$75.00	\$4,650.00	\$47.00	\$2,929.00
29"x21" CMP Arch	124	L.F.	\$60.00	\$7,440.00	\$52.00	\$6,448.00	\$65.00	\$8,020.00	\$75.00	\$9,300.00	\$47.00	\$5,828.00
8"x6" Box Culvert	52	L.F.	\$650.00	\$33,800.00	\$690.00	\$35,880.00	\$590.00	\$30,680.00	\$728.00	\$37,664.00	\$1,000.00	\$52,000.00
Pavement Markings	0.486	L.S.	\$10,000.00	\$4,860.00	\$9,600.00	\$4,685.60	\$7,000.00	\$3,402.00	\$5,400.00	\$2,624.40	\$5,600.00	\$3,159.00
Traffic Signing	0.486	L.S.	\$5,000.00	\$2,430.00	\$3,900.00	\$1,895.40	\$300.00	\$500.58	\$4,000.00	\$1,944.00	\$4,700.00	\$2,284.20
Rock Check Dams	7	Each	\$250.00	\$1,750.00	\$240.00	\$1,680.00	\$300.00	\$2,100.00	\$400.00	\$2,800.00	\$250.00	\$1,750.00
Seeding	0.486	L.S.	\$5,000.00	\$2,430.00	\$4,400.00	\$2,138.40	\$3,800.00	\$1,848.80	\$9,700.00	\$4,714.20	\$4,650.00	\$2,254.75
<b>Schedule A Subtotal</b>				<b>\$796,076.00</b>		<b>\$509,287.30</b>		<b>\$412,200.88</b>		<b>\$805,525.64</b>		<b>\$345,488.07</b>

Average Bid Price = \$509,004.61 (average of three lowest bids)  
 Bond amount = \$636,255.76 (125% of average bid price)

156739 Fee: \$ 63.00 BK 107 Pg 509  
 BROADWATER COUNTY Recorded 08/21/2007 At 10:57 AM  
 Rhonda Nelson, Clerk & Recd By  
 Return to: CROWLEY LAW FIRM PO BOX 10969  
 BOZEMAN MT 59715