



**FIRST
MONTANA
TITLE**



PROPERTY PROFILE

311 Stonegate Circle, Billings, MT 59102

Jeff Uhren

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PROPERTY PROFILE PREPARED FOR YOU BY:

TRINA MAURER

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406.869.9676



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DATE: October 2, 2024

PROPERTY PROFILE

RECORD OWNER: Scott E. Steimetz

ADDRESS: 311 Stonegate Circle, Billings, MT 59102

TRUST INDENTURES/MORTGAGES/CONTRACTS: None Located.

TAX INFORMATION: A33771E. See Attached.

RECORDED CCR's: See Attached.

LEGAL DESCRIPTION:

Unit No. 311, of Plymouth Place Townhomes, located on that part of the NW1/4 of Section 12, Township 1 South, Range 25 East of the PMM, in Yellowstone County, Montana, described as Remainder Tract 3C of Certificate of Survey No. 2991, on file in the office of the Clerk and Recorder of said County.

Together with an undivided 1/36 interest in the common elements as said unit and common elements are established, identified and defined in the Declaration of Unit Ownership for Plymouth Place Townhomes recorded June 21, 2006, under Document No. 3382088; and the First Amendment to the Declaration of Unit Ownership for Plymouth Place Townhomes recorded October 3, 2006, under Document No. 3395532.



Return To:
Pedersen & Hardy, P.C.
1001 South 24th Street West, Suite 110
Billings, Montana 59102
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File No. 32049

DECLARATION OF UNIT OWNERSHIP FOR PLYMOUTH PLACE TOWNHOMES

LEGACY HOMES INC., a Montana corporation, does hereby make and submit for filing the following Declaration under the Unit Ownership Act of the State of Montana, Section 70-23-101, et seq. Montana Code Annotated.

1. DEFINITIONS.

In the interpretation of this Declaration, the following definitions shall apply:

- (a) "Association" means the PLYMOUTH PLACE HOMEOWNERS ASSOCIATION, being all the unit owners acting as a group in accordance with this Declaration and duly adopted ByLaws. The Association is a Montana Non Profit Corporation.
- (b) "Building" means a single or multiple unit building comprising a part of the Plymouth Place Townhomes property.
- (c) "Bylaws" means the Bylaws of Plymouth Place Homeowners Association.
- (d) "Capital Expenses" means the expense of constructing improvements to common areas if those improvements were not included as a common improvement by Developer.
- (e) "Common Elements" means the general common elements and the limited common elements.
- (f) "Declaration" means this Declaration of Unit Ownership for Plymouth Place Townhomes.
- (g) "Developer" is LEGACY HOMES INC., or any person or entity to whom it transfers or assigns its development rights hereunder. A grant of a deed to a single completed unit by Developer shall not be deemed a transfer of development rights.
- (h) "Eligible Mortgage Holder" means the holder of a first mortgage or trust indenture on any unit which has requested that the Association notify it of any proposed action requiring the consent of a specified percentage of eligible mortgage holders.



- (i) "General Common Elements" means the general common elements specifically described in paragraph 7 below, and includes expansion property if that land has been subjected to the provisions of this Declaration and all other elements of the Plymouth Place Townhomes project necessary or convenient to its existence, maintenance and safety or normally common use.
- (j) "Limited Common Elements" means those common elements designated in this Declaration or by agreement of the unit owners as reserved for the use of fewer than all of the unit owners.
- (k) "Majority of the Unit Owners" means a majority of the votes of the unit owners.
- (l) "Unit" is defined in paragraph 4 of this Declaration.
- (m) "Unit Owners or Owner" means the person, partnership or corporation owning a unit on which construction has been completed, and for which plans have been recorded, including a contract purchaser if a Notice of Purchaser's Interest is recorded with the Yellowstone County Clerk and Recorder, and including co-owners. Unit owner shall also include Developer, until completion of all units. A lessee of a unit shall not be considered a unit owner, unless as designated by the owner of record, following the procedures set forth in 70-23-102(16) MCA.

2. SUBMISSION TO UNIT OWNERSHIP.

The purpose of this Declaration is to submit the real property herein described and the improvements constructed thereon to the form of ownership and use provided by Chapter 23, Title 70, Montana Code Annotated, hereinafter referred to as the "Montana Unit Ownership Act". The definition of terms in this Declaration and the Bylaws of the Association shall be those definitions used in the Montana Unit Ownership Act, except as otherwise provided above. The real property included within the project, which shall be named "Plymouth Place Townhomes" is located in Yellowstone County, Montana, and is owned by LEGACY HOMES, INC. The property is described as follows:

That part of the NW 1/4 of Section 12, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Remainder Tract 3C, of Certificate of Survey No. 2991 on file in the office of the Clerk and Recorder of said County, under Document #3033373.

The provisions of this Declaration and the Bylaws of Plymouth Place Homeowners Association shall be covenants running with the land and shall be binding on all owners, their tenants and guests, for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.



3. DESCRIPTION OF PROJECT.

The project is an expansion project and will consist of up to 31 buildings, with one townhome in each of 26 buildings and two townhomes in each of the remaining five buildings. A maximum of 36 townhomes will be built. The initial phase consists of five buildings with two townhomes in each, and five buildings with one townhome in each. Each building shall be of wood frame construction with prefinished masonite siding, and/or prefinished fibre cement lapped siding. If a better product becomes available, the owner reserves the right to change the type of siding used. Each building shall have a concrete foundation, and asphalt shingle roof. Interior walls are of sheetrock. All townhomes are one story plus an unfinished or finished basement. The dimensions of the parcel of land are shown on Exhibits "A" and "B". Exhibit "B", attached hereto, includes the two floor plans which Developer intends to use for each type of unit. Developer reserves the right, however, to modify or change the site plan shown in Exhibit "A", to change the floor plans shown on Exhibit "B", to use additional floor plans and to change the number and location of units upon the real property described above.

4. DESCRIPTION OF UNIT.

Each townhome unit in a one townhome building consists of the area bounded by the exterior surfaces of the walls and roof of the townhome, including the garage. Each townhome unit in a two townhome building consists of the area bounded by the exterior surfaces of the walls of the building, including the garage, the soil under the concrete floor, the exterior of the roof, and the common wall between the two townhomes in the building, all to the center of the common wall separating the two townhomes. The land beneath a townhome, and the land beneath the garage, private driveway, walkways and patios serving only one townhome shall be a part of the unit. The driveway, patio, the air conditioning compressor, and its pad, if any, and the entry sidewalk, if any, serving the townhome are also part of the unit. Utility lines and pipes which serve only one townhome shall be a part of the unit from the interior of the unit to the point where they are metered or join lines or pipes serving other units.

5. PLAN OF DEVELOPMENT.

(a) The project shall be developed in two or more phases; Developer may begin construction of phases in any order and may simultaneously construct buildings in more than one phase. Exhibit "A", attached hereto, is a site map showing the planned location of each unit, and showing the boundaries of each phase, subject to the right of Developer, in its sole discretion, to change the number



of units, to divide a phase into two or more phases, and to change the design and location of the townhomes to meet the requirements of the sales market. Developer may proceed with such construction, without consent of the Association or the unit owners, subject to the following conditions:

- (i) Upon completion of each townhome, Developer, or its architect or engineer or surveyor, shall record an amendment to this Declaration with the Yellowstone County Clerk and Recorder. The amendment shall either include a floor plan and elevation for the new townhome, and a site plan showing the location of the new unit, if the floor plan or site plan are different from those attached to this Declaration, or shall identify the floor plan attached to this Declaration used for the new unit.
 - (ii) In the event of termination of the project prior to construction of all townhomes, Developer shall record an amendment to this Declaration, setting forth a reallocation of the percentage of undivided interest of each unit in the common elements. The interest of each unit shall equal one divided by the total number of townhomes constructed.
 - (iii) New buildings shall be similar in materials, size, style and quality to the existing buildings. However, Developer reserves the right to modify the design and mixture of floor plans to meet market requirements.
 - (iv) All general common elements within a Phase, except landscaping, must be completed prior to conveyance of any unit within a Phase.
- (b) From and after the recording date of each of the above-described amendments, the following consequences shall ensue:
- (i) The owners of new units shall have nonexclusive rights to use common areas to the same extent as the owners of all other completed units.
 - (ii) The owners of each new unit shall be assessed in accordance with their ownership interest in the common elements. However, no new unit shall be assessed for, nor shall it have any obligation for debts or deficits in existence at the effective date of the unit's first occupancy.
 - (iii) Each unit shall be treated as a part of the project, developed as a whole from the beginning, except to the extent otherwise provided herein. From and after the date of the amendment, the new units shall be treated as though they had been developed, held, occupied and used by the owners as part of a single, undivided project.
- (c) To facilitate construction of all phases and completion of the project, Developer hereby:
- (i) Reserves an easement over and upon common elements for the purpose of access for constructing additional townhomes, and



common area improvements.

- (ii) Reserves solely to Developer the power pursuant to 70-15-301, MCA, to grant utility and other easements reasonably necessary to the ongoing development or termination of the project, without approval of any Unit Owner.
- (iii) Reserves the right to use water and electricity provided to the above-described property or any townhome for construction purposes, provided that Developer shall reimburse the supplying unit owners for the reasonable cost of such water and electricity.
- (iv) Reserves the power, pursuant to 70-15-301 MCA, to amend this Declaration, without approval of any Unit Owner, to create additional general or limited common elements, to provide that the project has been terminated and no further townhomes will be constructed, to change the location on the real property of one or more buildings, to add a more complete description of units, to record additional plats and plans to supplement or modify those included herein, and to amend the percentage of interest in common elements attached to each unit, in accordance with the provisions of this Declaration. Each unit owner, and each holder of a mortgage or trust indenture on a unit, by acceptance of a deed to the unit or by recordation of a mortgage or trust indenture on the unit, hereby consents to all such amendments and grants unto TODD ICOPINI, as representative of Developer, his successors and assigns, a limited irrevocable power of attorney to amend this Declaration in accordance with this plan of development. Recordation of amendments modifying the percentage of interest in common elements attached to each unit shall be deemed a conveyance, transferring title in the common elements in accordance with the amendment.

Any liens arising as a result of Developer's ownership of and construction of additional townhomes shall not attach to the interests of existing Unit Owners or those of first mortgagors of existing units.

6. OWNERSHIP.

Each unit, an appurtenant undivided interest in the common elements, the use of limited common elements reserved for that unit, membership in Plymouth Place Homeowners Association, and the assessment account for that unit shall be inseparable, and may be conveyed, devised or encumbered only as a whole. Any conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an individual unit owner's interest in the common elements shall be void unless the unit to which that interest is attached is also included in the transfer.

Each unit owner shall be a fee simple owner of such unit and of an undivided interest in the common elements, subject to the provisions of this Declaration and the Bylaws of the Plymouth Place Homeowners Association. During construction of



the project, each unit shall have an undivided 1/34 interest in the general and limited common elements. In the event of termination of the entire project prior to construction of 34 townhomes, the percentage of undivided interest in the common elements for each unit shall be adjusted by Developer, according to the formula set forth in the plan of development above.

7. COMMON ELEMENTS.

(a) General Common Elements. The general common elements are: (a) The land described in section 2 above, except that designated as part of a unit or as a limited common element; (b) the water meter vault; (c) the fire hydrant serving the project; (d) the landscaped areas and sprinkler systems; (e) the private roads and visitor parking areas, if any, located within the project; (f) the well and pump used for irrigation, if any, (g) the storm water retention areas, and (h) the utility service lines, pipes and cables which serve all units.

(b) Limited Common Elements. Fenced areas, if any, which may serve or adjoin a single unit, and the mailbox bearing the address of a townhome, are limited common elements reserved for the exclusive use of the owners of that townhome. Utility lines, cables and pipes which serve two or more units, but not all units, are limited common elements reserved for the use of the units served by the line, cable or pipe.

(c) Shared General Common Elements. A portion of the following general common elements will be shared with the owners of units located within the adjoining Stillwater Place Townhome project located on Tract 3B of Certificate of Survey No. 2991:

- (1) that portion of the private fire line and fire meter vault located near the property line shared by Tracts 3B and 3C;
- (2) the private roadway located upon both Tracts 3B and Remainder Tract 3C of Certificate of Survey No. 2991, where the road enters both projects;
- (3) The sewer main which serves both projects.

The Association shall share in the cost of maintaining, repairing, and replacing the shared common elements, as provided in the Reciprocal Easement and Maintenance Agreement attached hereto as Exhibit "C". The Association's share of those costs shall be a common expense.



8. USE.

The primary use for which each unit is intended is that of a residential dwelling.

9. COMMON EXPENSES.

All the following Association expenses shall be charged to the unit owners as a common expense, according to each unit owner's percentage of undivided interest in the common elements:

- (a) Administrative expenses of the Association;
- (b) The cost of maintenance, repair and replacement of general and limited common elements, including landscaping care and snow removal, and the cost of maintenance and repair of the exterior surfaces of all buildings, except for replacement of glass and garage doors;
- (c) All utility bills for common areas and water to all units;
- (d) Casualty, liability and fidelity insurance premiums for the units and common areas, as provided in paragraph 8 of the Bylaws of Plymouth Place Homeowners Association;
- (e) The cost of keeping common water and sewer lines and secondary service lines in good repair and condition;
- (f) The cost of capital improvements, if such capital improvements are made with the express written consent of 90% of the unit owners and until completion of construction of all townhomes, with the consent of Developer.
- (g) Any other expense designated as common in this Declaration or in the Bylaws of the Association.

Expenses for maintenance or repairs due to the misuse or neglect of a unit owner shall be payable by such unit owner.

10. MEMBERSHIP IN PLYMOUTH PLACE HOMEOWNERS ASSOCIATION.

Each unit owner shall be a member of Plymouth Place Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a unit. Owners shall be entitled to one vote in Plymouth Place Homeowners Association for each Unit owned. Developer shall have one vote for each uncompleted unit owned by it. When more than one person holds an interest in any unit, all such persons shall be members; the vote for such unit shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any unit.



11. COVENANT TO PAY MAINTENANCE ASSESSMENTS.

Assessments shall be made by the Association for all common expenses set forth in Section 9 above, or elsewhere in this Declaration, or the Bylaws of the Association. Assessments will begin at the time Developer closes the sale of the first unit in the project. Thereafter, the obligation to pay assessments for a unit shall start upon completion of the townhome. The Developer, for each completed unit owned by it, and each unit owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Plymouth Place Homeowners Association all periodic and special assessments made by the Association for common expenses and to waive any right said owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments. Assessments shall not include costs attributable to townhomes under construction or to units on which townhome construction has not yet begun.

If a mortgagee, a beneficiary of a first trust indenture, or other purchaser obtains title to a unit by purchasing at a foreclosure sale on a first mortgage or first trust indenture, such acquirer of title and its successors and assigns, shall not be liable for more than six months of the unit's unpaid regularly budgeted common expense assessments chargeable to such unit which became due prior to the foreclosure sale unless expressly assumed by them. The mortgagee, beneficiary of a first trust indenture, or other purchaser, shall also be liable for any fees and costs incurred by the Association in attempting to collect unpaid assessments.

12. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS.

All sums assessed by the Association but unpaid for the share of common expenses chargeable to any unit, together with interest, collection costs, costs of suit and reasonable attorney fees, shall constitute a lien on such unit, and if filed of record, may be foreclosed in the same manner as a construction lien.

Each assessment, together with interest, collection costs or costs of suit, and reasonable attorney fees, shall also be the personal obligation of the owner of the unit against which the assessment was made at the time the assessment fell due and a suit to recover a money judgment for unpaid assessments shall be maintainable by the Association against said owner without foreclosing or waiving the lien securing the same.

In addition to the foregoing remedies, the Association may also shut off the water to any unit of any owner who fails to pay an assessment within 15 days after the due date and may continue to withhold water to the unit until such time as all



assessments, together with accrued interest, are brought current. However, the Association shall not shut off the water to any unit unless, at least ten days prior to shutting off the water, it notifies the unit owner of its intent to shut off the water, by letter sent certified mail addressed to the most recent address provided by the unit owner to the Association.

All costs of collection of delinquent assessments, including but not limited to, court costs, costs of filing liens, and attorney fees, shall be the obligation of the non-paying unit owner, shall be deemed a common expense chargeable only to the non-paying unit owner, and may be added to the next regular assessment for that unit.

If a mortgagee, beneficiary of a trust indenture, or other purchaser of a unit obtains title to the unit as a result of foreclosure of a first mortgage or trust indenture, such acquirer of title, its successors and assigns shall not be liable for common expenses or assessments chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer unless expressly assumed by them.

13. PROCESS.

Service of process in the cases provided for in Section 70-23-901, Montana Code Annotated, shall be made upon TODD ICOPINI, 3313 Stonewall Lane, Billings, Montana 59102. This provision may be amended in the manner provided in Section 70-23-902, MCA.

14. RIGHTS AND OBLIGATIONS OF DEVELOPER.

Until all units are built and sold, Developer shall pay the proportionate share of real property taxes attributable to units not yet built, or built but not yet sold by it. Developer shall insure, to the extent it deems necessary, all units under construction, and pay the cost of such insurance.

For each completed unsold unit owned by it, Developer shall have all of the rights and duties afforded to any owner under the terms of this Declaration, the ByLaws of Plymouth Place Homeowners Association, and Montana law.

15. EASEMENTS.

There shall exist for the benefit of each unit and as a burden on the other units the following easements:

- (a) Easement through the general common elements for ingress and egress for all persons making use of such common elements in accordance with the terms of this Declaration; Each unit owner shall have an unrestricted right of ingress and egress across the common elements to his or her unit.



(b) Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Use of these easements, however, for access to the interior of townhomes shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

(c) Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common elements.

(d) Easements through the units and common elements for all facilities for the furnishing of utility services within the building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided that the easements for such facilities through a building shall be only substantially in accordance with the plans of the building.

(e) Easements for encroachments (and maintenance thereof) of any portion of the general common elements or limited common elements upon a unit or units so long as they stand, and easements for encroachments (and maintenance thereof) of any portion of a unit upon the general common elements, limited common elements, and upon an adjoining unit or units, so long as they stand.

Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the units for purposes of marketability of title.

16. GRANT OF EASEMENTS FOR SERVICES

The undersigned hereby grants an easement over and across the common streets for mail service, solid waste services, fire service, police protection, other emergency vehicles and other publicly-owned vehicles being used for official federal, state, or local governmental purposes.

17. UNITS SUBJECT TO DECLARATION, BYLAWS, RULES AND REGULATIONS, AND RESTRICTIVE COVENANTS.

All present and future owners of units shall be subject to, and shall comply with the provisions of this Declaration, the ByLaws, and rules and regulations adopted by the Plymouth Place Homeowners Association, as these instruments may be amended from time to time. The execution of a contract for deed by a unit owner or the acceptance of a deed thereto shall constitute acceptance of the provisions of such instruments by such owner. All owners shall be responsible for insuring compliance by their tenants, family members, other occupants of their unit and their guests. The provisions of the Declaration and the ByLaws, and rules and regulations adopted by the Plymouth Place Townhomes Homeowner's Association



shall be covenants running with the land and shall bind any person having an interest in such unit as though the provisions were recited and fully stipulated in each deed or conveyance thereto. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of the Declaration. No provision in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

18. RESTRICTIONS ON LEASING.

No townhome shall be rented or leased for an initial period of less than one week. Any lease or rental agreement shall be in writing and shall subject the tenant to the provisions of this Declaration, the Bylaws for the Association, and all rules and regulations adopted by the Association. Owners shall be responsible for any violation by their Tenants of the provisions of this Declaration, the Bylaws of the Association or any rules and regulations adopted by the Association unless the owner has designated the tenant as the unit owner pursuant to the procedure set forth in 70-23-102(16) MCA.

19. RIGHTS OF ACTION.

The Plymouth Place Homeowners Association and any aggrieved unit owner shall have the right to maintain an action for specific performance, for damages and/or for injunction, against any unit owner or the Association for failure to comply with the provisions of this Declaration or the ByLaws of the Association, or any rules and regulations adopted by the Association. The losing party in any such action shall pay all costs and reasonable attorney fees incurred by the prevailing party. Any owner violating this Declaration, the ByLaws or duly adopted rules and regulations shall pay all costs and attorney fees incurred by the Association to file a lien or to compel compliance without filing a Court action.

20. EMINENT DOMAIN.

(a) If the entire project or a portion of the common elements only is acquired by eminent domain and if a separate award is not made to each unit owner, the award shall be allocated to each unit owner in proportion to each unit owner's percentage of undivided interest in the common elements.

(b) If a part of the project which includes one or more individual units is acquired by eminent domain, the award shall be allocated to unit owners as follows:

- (1) The owner of each individual unit taken shall receive the fair market value of his unit, including his interest in the common elements, whether or not any common elements are actually taken. Thereafter, the unit owner shall be divested of his entire property interest in the



project attributable to the unit taken and shall have no further property interest in the property, including the common elements. Said common elements shall be reallocated to the remaining unit owners in proportion to each remaining owner's percentage of undivided interest in the common elements. In addition, the owner of each individual unit taken, following compensation, shall have no further voting rights in the project as owner of the unit taken.

(2) The remainder of the award, if any, shall be divided among the remaining unit owners in proportion to each owner's percentage of undivided interest in the common elements.

(c) The Directors of the Association shall represent the unit owners in any eminent domain negotiations, legal proceedings, settlements or agreements; each unit owner, by acceptance of a deed, irrevocably appoints the Association as that owner's attorney in fact for this purpose.

(d) Payment of any award shall be made jointly to the owners of a unit and the lender(s) having a mortgage on the unit, if any.

21. NOTICE TO HOLDERS, GUARANTORS AND INSURER'S OF MORTGAGES ON UNITS.

Upon written request from a holder, insurer or guarantor of a first mortgage on any unit, the Directors of the Association shall provide said holder, insurer or guarantor with timely written notice of:

- (a) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders;
- (b) Any condemnation loss or any casualty loss which affects a material portion of the Plymouth Place Townhomes project or which affects any unit on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor;
- (c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;
- (d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

22. AMENDMENT.

Prior to completion of construction by Developer, Developer reserves the right to amend this Declaration, and any subsequently recorded Declaration, as provided in paragraphs 3 and 5 above, or to comply with any FHA, VA, Freddy Mac, or FNMA requirements for guaranteeing or purchasing loans on the units. All unit owners and all mortgagees of a unit, by acceptance of a deed, mortgage or trust



indenture to any unit, shall be deemed to consent to any such amendment by Developer and to grant unto TODD ICOPINI and to Developer's architect, engineer and surveyor, a limited irrevocable power of attorney, to execute, acknowledge and record such amendments. Any amendment other than those permitted above shall require consent of 90% of the unit owners; no amendment shall be effective prior to completion of construction and sale of all units unless approved by Developer.

After completion of construction of all units by Developer, and recordation of the final Declaration, the provisions of the Declaration, except paragraph 13, shall be amended only by affirmative vote of 90% of the unit owners. Amendments of a material adverse nature to mortgagees must be approved by mortgagees that represent at least 51% of the votes of units that are subject to mortgages. Approval shall be assumed when an eligible mortgagee fails to submit a response to any written proposal for an amendment within sixty days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

All amendments to the Declaration shall be recorded in the office of the Yellowstone County Clerk and Recorder, Billings, Montana.

23. WARRANTY.

Developer gives no warranty, express or implied, on any of the units or common area improvements, but will transfer to the initial owners and the Association all manufacturers and dealers warranties received from the general contractor on appliances, materials, fixtures and equipment, and any warranty given by the general contractor or subcontractors who constructed the buildings and common area improvements.

The Warranty from the general contractor will not cover cracks in the concrete foundation or floor, or in the concrete driveway or sidewalks, normal maintenance items or conditions resulting from wear and tear or misuse or negligence, including failure to provide reasonable and necessary maintenance, or any defect resulting from damage for which any third person is responsible. Contractor shall not be responsible for any damage to the home, including water damage or damage to the foundation, resulting from changes to the finished grade of the land by the homeowner, landscaping contractors, or any other third party, by altered rain gutter extenders, leaking underground sprinklers, or any landscaping which disrupts drainage away from the building. Contractor warranties may also have additional exclusions.



DEVELOPER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE TO ANY PERSON, THE UNITS AND COMMON ELEMENTS, OTHER COMPONENTS OR ANY OTHER REAL OR PERSONAL PROPERTY RESULTING FROM A DEFECT. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY, ARE EXPRESSLY DISCLAIMED AND DO NOT APPLY.

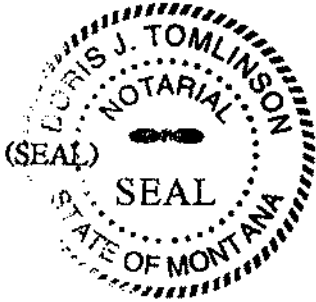
DATED this 15th day of June, 2006.

LEGACY HOMES INC.

By: Todd Icopini
TODD ICOPINI, ~~Manager~~ President

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on June 15, 2006, by TODD ICOPINI as manager President, of LEGACY HOMES INC., a Montana corporation.



Doris J. Tomlinson
Doris J. Tomlinson
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires July 30, 2008



CERTIFICATE

The undersigned, being the duly authorized agent of the Department of Revenue of the State of Montana, within the County of Yellowstone, herewith executes the following certificate relating to PLYMOUTH PLACE TOWNHOMES situated on the following described real property:

That part of the NW 1/4 of Section 12, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Remainder Tract 3C, of Certificate of Survey No. 2991 on file in the office of the Clerk and Recorder of said County, under Document #3033373.

The undersigned herewith certifies that:

1. The name of the "PLYMOUTH PLACE TOWNHOMES" is in compliance with 70-23-303, MCA, and
2. All taxes and assessments due and payable for the said real property have been paid to date.

DATED this 7th day of March, 2003.

MONTANA DEPARTMENT OF REVENUE

By: Jawri Uhermer



CERTIFICATE

The undersigned, being the duly authorized agent of the City-County Planning Department for the City of Billings, Yellowstone County, Montana, herewith executes the following Certificate relating to Plymouth Place Townhomes situated on the following real property:

That part of the NW 1/4 of Section 12, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Remainder Tract 3C, of Certificate of Survey No. 2991 on file in the office of the Clerk and Recorder of said County, under Document #3033373.

The undersigned herewith certifies that:

1. The ^{Condominium}~~townhomes~~ constructed on the land above written, are exempt from the provisions of MCA Sections 76-3-101 et seq. pursuant to MCA Section 76-3-203(2).

Specifically:

The proposal for Plymouth Place Townhomes is in conformance with applicable local zoning regulations where local zoning regulations are in effect.

DATED this 19th day of June, 2006

By: Karen Miller
City-County Planning Department
for the City of Billings,
Yellowstone County, Montana



3382088

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08/21/2005 10:26:00

ENGINEERING, INC.
Creating Rightness and Land Progress

OVERALL SITE PLAN
PLYMOUTH PLACE TOWNHOMES
TO PROVIDE STREET & UTILITY INFORMATION FOR TRACT 3C, DIVISION OF SURVEY NO. 2881
BLAINES, MONTANA

DATE: 08/21/05
DRAWN BY: J. W. [unreadable]
CHECKED BY: [unreadable]
SCALE: AS SHOWN
PROJECT NO.: 05-0000000000

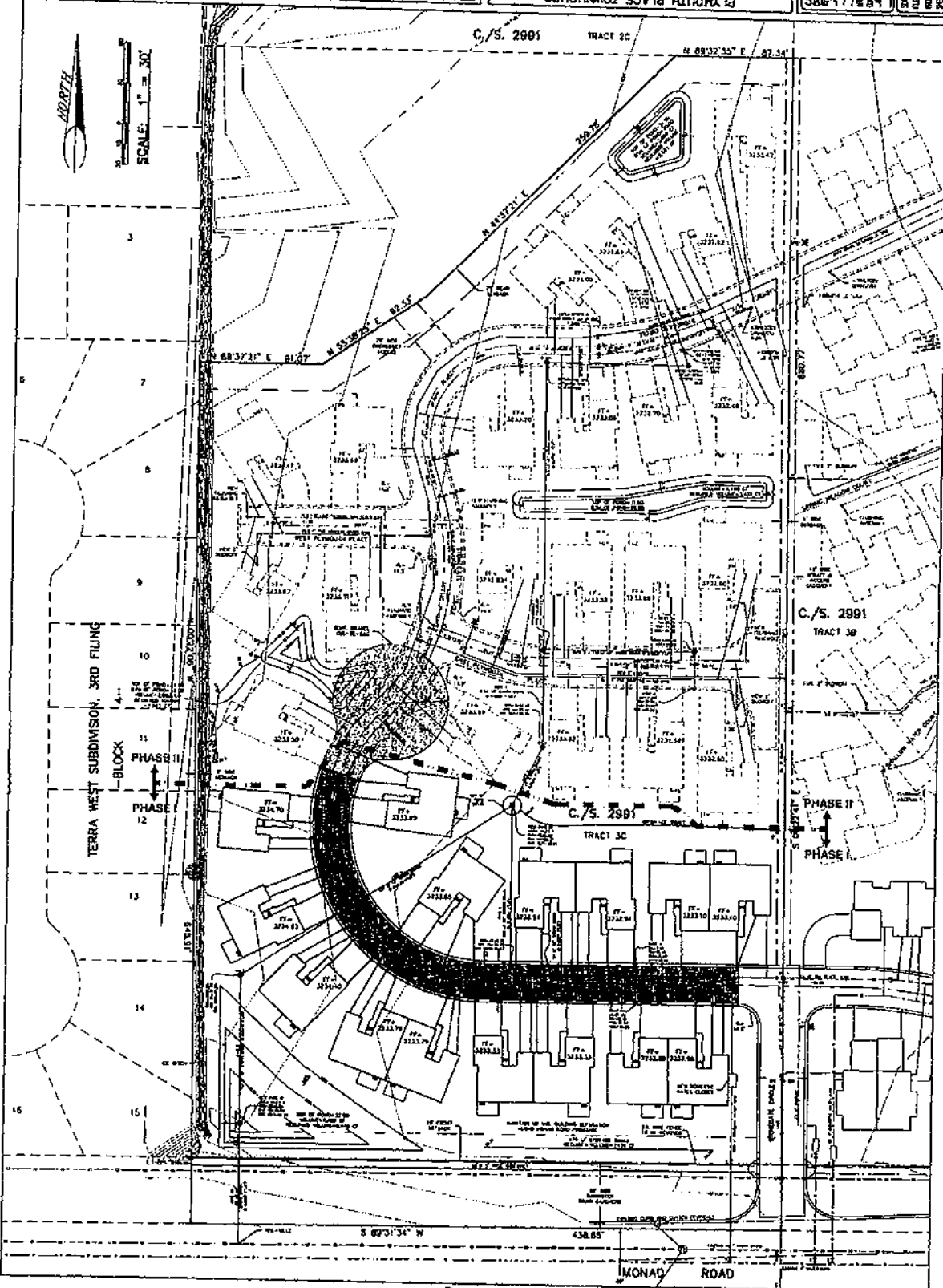


EXHIBIT A

10/20/05 (Rev. 10/20/04) - PLYMOUTH PLACE TOWNHOMES, DIVISION OF SURVEY NO. 2881, 8/7/2004, 1:30 PM, BY: J. W. [unreadable], 10/20/05



DATE	07/11/08
BY	DAVID L. HARRIS
PROJECT	PLYMOUTH PLACE TOWNHOUSES
SCALE	AS SHOWN
PROJECT NO.	2891
TRACT NO.	3C
SECTION	1

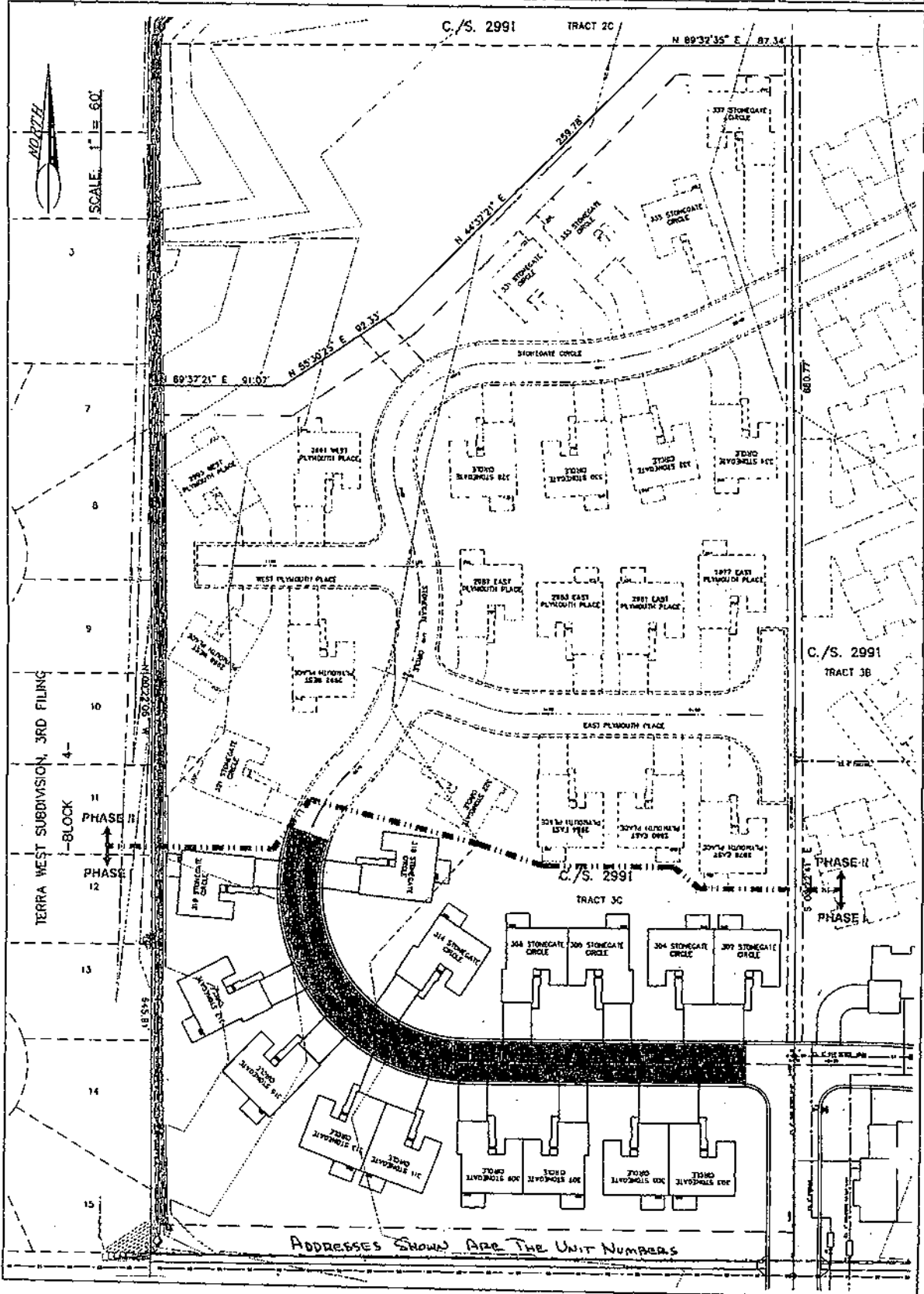
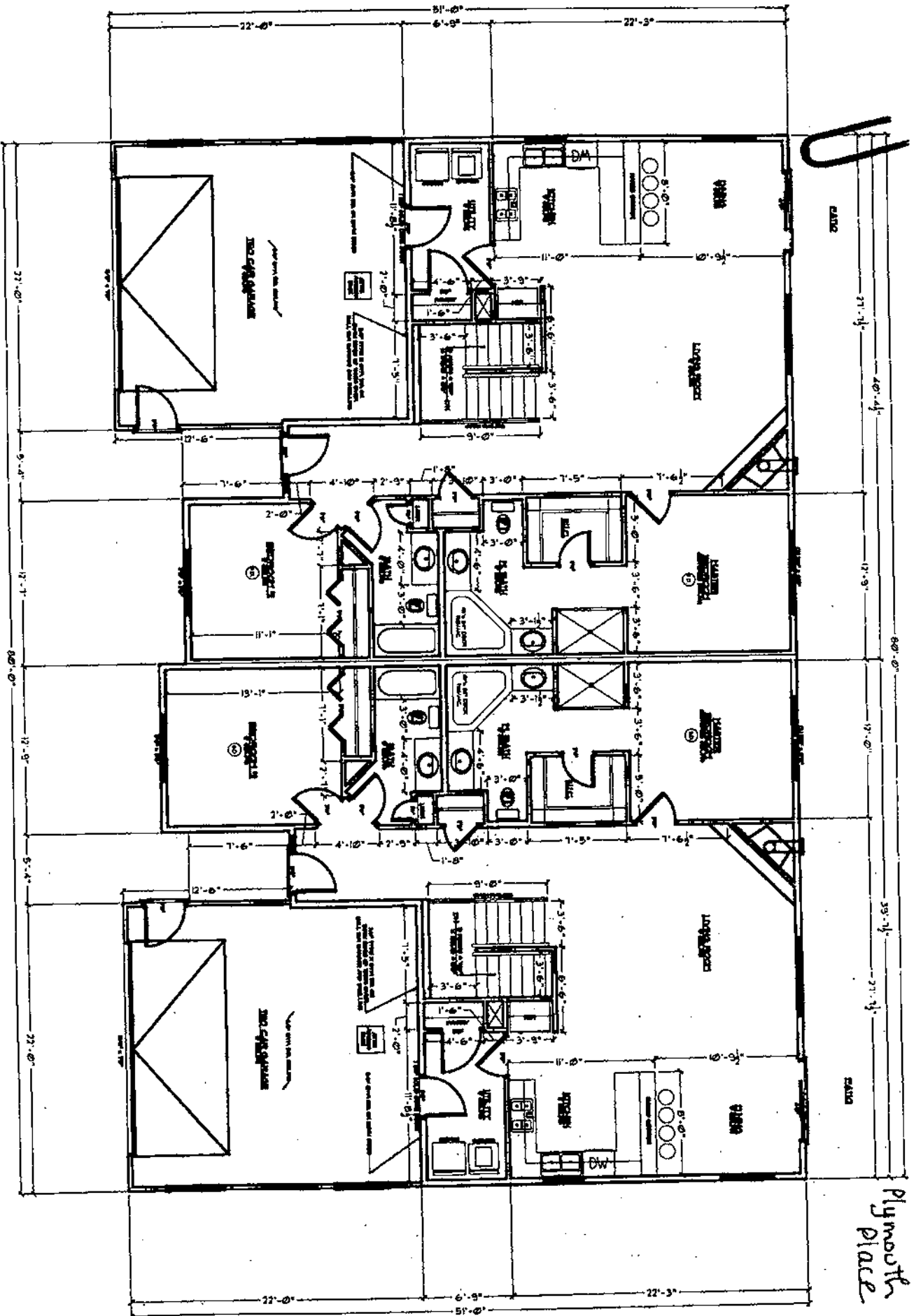


EXHIBIT A, P. 2



U



Plymouth
Place

FLOOR PLAN

EXHIBIT B-1

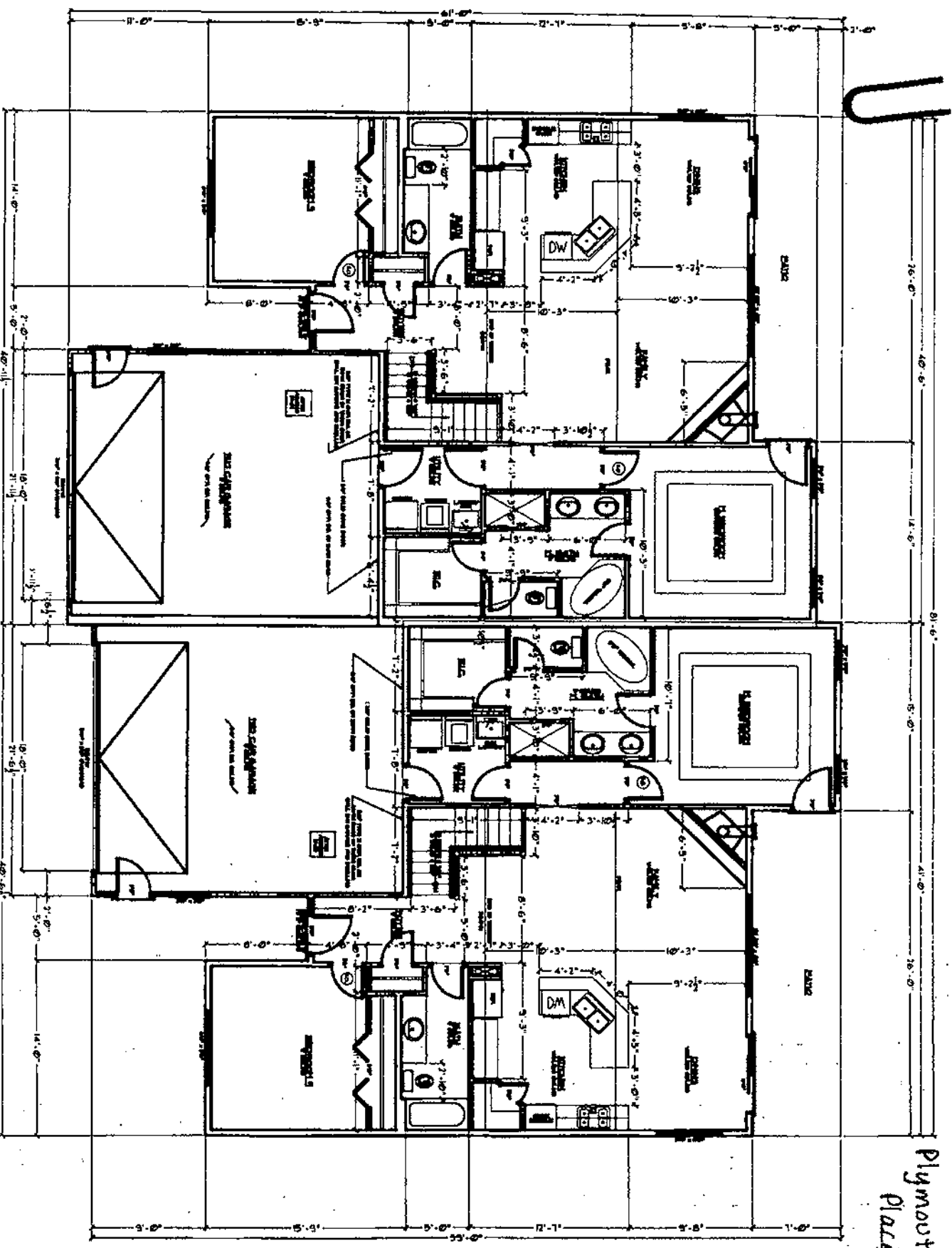
3382088

Page: 20 of 25
06/21/2008 10:20A

SCALE: 1/8" = 1'-0"
EACH UNIT FIRST FLOOR LIVING & HALL NO. JT.
EACH UNIT SECOND FLOOR LIVING & BATH NO. JT.
EACH UNIT THIRD FLOOR LIVING & GARAGE & COVERED PORCH & HALL NO. JT.



U



Plymouth
Place



3382088
 Page: 21 of 25
 06/21/2006 10:20R

FLOOR PLAN

SCALE: 1/8" = 1'-0"
 EACH UNIT SHOWN FLOOR LAYOUT - 1/8" = 1'-0"
 EACH UNIT SHOWN FLOOR LAYOUT - 1/8" = 1'-0"

EXHIBIT B-2

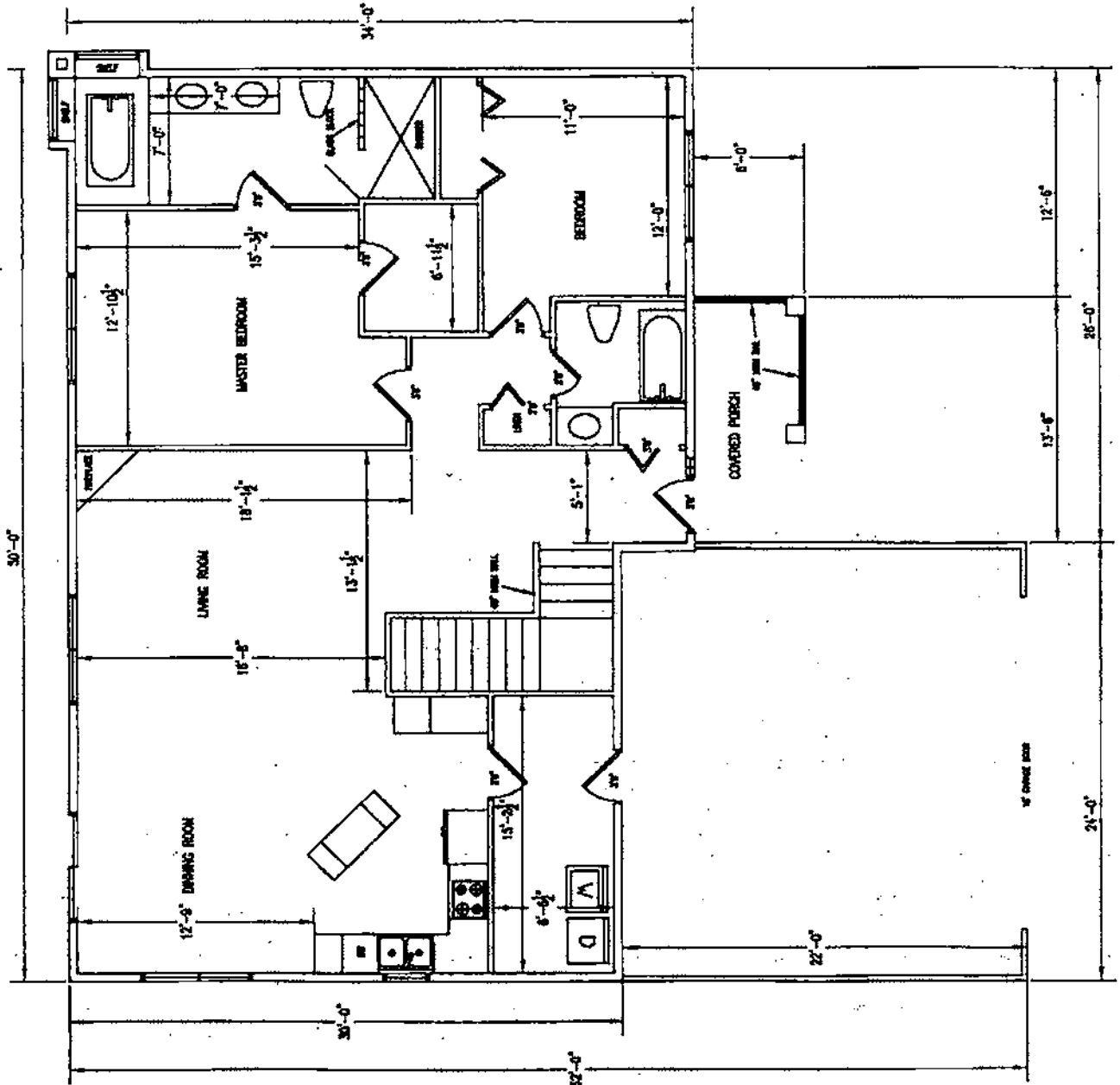
Plymouth Place



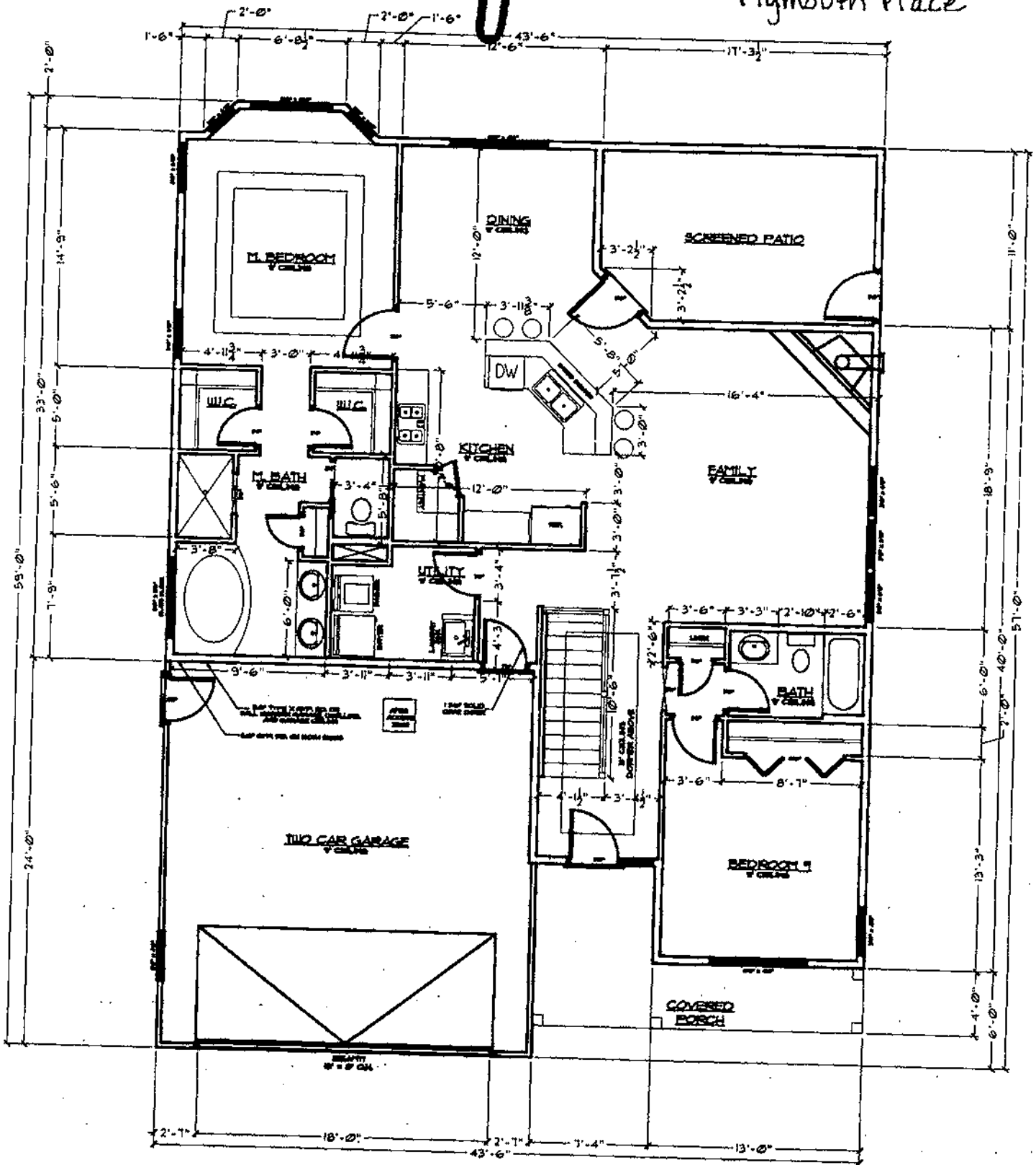
3382088
Page: 22 of 25
08/21/2005 10:20A

EXHIBIT B-3

HOUSE - 1,605 SQ. FT.
GARAGE - 526 SQ. FT.



Plymouth Place



FLOOR PLAN

EXHIBIT B-4

SCALE: 1/4" = 1'-0"

FIRST FLOOR LIVING = 1782 SQ. FT.

FIRST FLOOR LIVING + GARAGE = 2332 SQ. FT.



Yellowstone County

DCL

195.00

3382088

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06/21/2006 10:20A



RECIPROCAL EASEMENTS AND MAINTENANCE AGREEMENT

KW SIGNATURE HOMES, INC., (KW), contract purchaser of the following described property located in Yellowstone County, Montana:

That part of the NW 1/4 of Section 12, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 3B, of Certificate of Survey No. 2991 on file in the office of the Clerk and Recorder of said County, under Document #3033373.

and LEGACY HOMES, INC., (Legacy), owner of the following described property located in Yellowstone County, Montana:

That part of the NW 1/4 of Section 12, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Remainder Tract 3C, of Certificate of Survey No. 2991 on file in the office of the Clerk and Recorder of said County, under Document #3033373.

hereby grant unto one another, and their heirs, successors and assigns forever, a reciprocal easement for use of the private road to be constructed upon both of the Tracts described above, for ingress and egress to the townhome units to be constructed upon each Tract, for construction, maintenance, use and repair of a sanitary sewer main and fire line and vault to serve all of the townhome units to be constructed upon both Tracts, and for use of existing utility lines now located on or near the common boundary line between the two Tracts described above.

The undersigned covenant and agree as follows:

1. Each owner will construct and pay for that portion of the private street located solely upon that owner's Tract; KW shall construct the entry street located upon both tracts. Legacy shall promptly reimburse KW for one-half of the cost of construction of the entry street.
2. The townhome association governing townhomes to be located upon each Tract shall be obligated to maintain and repair, at its sole expense, that part of the private street located upon the tract on which the townhomes in that association are located;
3. Each of the property owners named above will pay one-half of the cost of installation of the main sewer line, fire line, and fire meter vault serving both Tracts; and
4. The townhome association for each Tract shall be responsible for paying one-half of the cost of maintaining and repairing the entry street, and the main sewer line, fire line and fire meter vault serving both townhome projects. Until a townhome association is created, the owner of the Tract on which the townhomes will be located shall be obligated to pay one-half of such costs.

All of the provisions of this Agreement, including the easements set forth herein, covenant may be enforced by an action for injunction or damages by the undersigned and by any owner of any townhome unit located upon either of the above-described Tracts.

The obligations to pay for construction, maintenance and repair of the entry street, the shared sanitary sewer main and the shared fire line and fire meter vault shall be a covenant running with the land and shall be binding upon the undersigned, their heirs, successors and assigns.

These easements shall run with the land, for the benefit of all and any part of each of the above-described Tract 3B and Remainder Tract 3C, and shall be binding upon all of the undersigned owners, their successors and assigns, forever.

In the event of legal action to enforce any obligation or easement set forth herein, the prevailing party shall be entitled to recover its costs and attorney fees incurred in such action.

DATED this 13th day of May, 2003.

KW SIGNATURE HOMES, INC.

By: [Signature]
Its: [Signature]

LEGACY HOMES, INC.

By: [Signature]
Its: [Signature]





3230258

Page: 2 of 2
05/14/2003 03:11P

STATE OF MONTANA)
County of Yellowstone) ss.

This instrument was acknowledged before me on May 13, 2003, by James W. Kisting
as Vice Pres of KW SIGNATURE HOMES, INC.



Marie E. Meidinger
Marie E. Meidinger
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 12-28, 2003

STATE OF MONTANA)
County of Yellowstone) ss.

This instrument was acknowledged before me on April 9, 2003, by Todd Icopini
as President of LEGACY HOMES, INC.



Doris J. Tomlinson
Doris J. Tomlinson
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 7-30, 2004

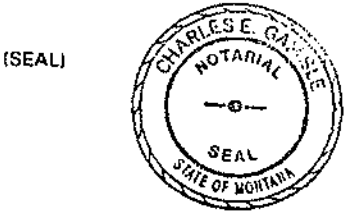
CONSENT OF CONTRACT SELLER

The undersigned Contract Seller of the above-described real property hereby consents to the above Reciprocal Easements and Maintenance Agreement, and joins in the grant of the easements.

Mary Kramer
MARY KRAMER
"CONTRACT SELLER"

STATE OF MONTANA)
County of Yellowstone) ss.

This instrument was acknowledged before me on this 12th day of May, 2003, by MARY KRAMER.



Charles E. Ganssle
Charles E. Ganssle
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 6-7, 2007



3382088

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05/21/2006 10:20A

Yellowstone County DCL 195.00



Return To:
Pedersen & Hardy
1001 South 24th Street West, Suite 110
Billings MT 59102
File No. 32049

FIRST AMENDMENT TO DECLARATION OF UNIT OWNERSHIP
FOR PLYMOUTH PLACE TOWNHOMES

The undersigned being all of the owners of Plymouth Place Townhomes, do hereby amend the Declaration of Unit Ownership for Plymouth Place Townhomes, recorded June 21, 2006, under Document No. 3382088, records of Yellowstone County, Montana, as follows, to correct an error in that Declaration:

1. Section 6, Ownership, is hereby deleted in its entirety and replaced with the following:

1. OWNERSHIP.

Each unit, an appurtenant undivided interest in the common elements, the use of limited common elements reserved for that unit, membership in Plymouth Place Homeowners Association, and the assessment account for that unit shall be inseparable, and may be conveyed, devised or encumbered only as a whole. Any conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an individual unit owner's interest in the common elements shall be void unless the unit to which that interest is attached is also included in the transfer.

Each unit owner shall be a fee simple owner of such unit and of an undivided interest in the common elements, subject to the provisions of this Declaration and the Bylaws of the Plymouth Place Homeowners Association. During construction of the project, each unit shall have an undivided 1/36 interest in the general and limited common elements. In the event of termination of the entire project prior to construction of 36 townhomes, the percentage of undivided interest in the common elements for each unit shall be adjusted by Developer, according to the formula set forth in the plan of development above.



Plymouth Place Townhomes is located on the following described real property, located in Yellowstone County, Montana:

That part of the NW 1/4 of Section 12, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Remainder Tract 3C, of Certificate of Survey No. 2991 on file in the office of the Clerk and Recorder of said County, under Document #3033373.

In all other respects the original Declaration described above shall remain as written.

This Amendment shall be deemed a conveyance, transferring title in the common elements to conform with the amended language set forth above.

DATED this 29 day of September, 2006.

LEGACY HOMES INC.

BY: Todd Icopini
TODD ICOPINI, President

PAULINE J. STEINMETZ TRUST, dated May 15, 1992

By: Pauline J. Steinmetz, Trustee
Pauline J. Steinmetz, Trustee

HENRY E. STEINMETZ TRUST, dated May 15, 1992

By: Henry E. Steinmetz, Trustee
Henry E. Steinmetz, Trustee

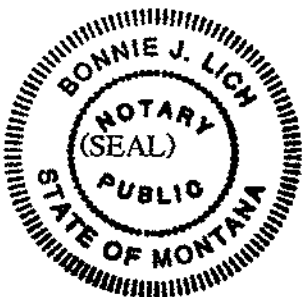
STATE OF MONTANA)

County of Yellowstone)

On this 26th day of September, 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Todd Icopini, President of Legacy Homes Inc.

Bonnie J. Lich
BONNIE J. LICH
(print or type name of notary)

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 1/9, 2007





Yellowstone County DCL 33.00

STATE OF MONTANA)
County of Yellowstone)

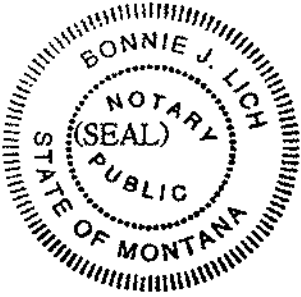
)
: ss.
)

On this 16th day of Sept., 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Pauline J. Steinmetz, Trustee of the PAULINE J. STEINMETZ TRUST, dated May 15,1992, and Henry E. Steinmetz, Trustee of the HENRY E. STEINMETZ TRUST, dated May 15,1992.

Bonnie J. Lich

BONNIE J. LICH
(print or type name of notary)

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires 1/9, 2007





Return To:
Pedersen & Hardy
1001 South 24th Street West, Suite 110
Billings MT 59102
Copyright 2006
File No. 32049

BYLAWS OF PLYMOUTH PLACE HOMEOWNERS ASSOCIATION

1. APPLICABILITY OF BYLAWS.

The provisions of these Bylaws are applicable to Plymouth Place Townhomes which has been submitted to the provisions of the Montana Unit Ownership Act pursuant to the Declaration of Unit Ownership for Plymouth Place Townhomes. Plymouth Place Townhomes are located upon the following described real property located in Billings, Yellowstone County, Montana:

That part of the NW 1/4 of Section 12, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Remainder Tract 3C, of Certificate of Survey No. 2991 on file in the office of the Clerk and Recorder of said County, under Document #3033373.

All present or future owners, tenants, or any other person who might use the facilities of the property in any manner, are subject to the provisions of these Bylaws. The acquisition, rental, or occupancy of any of the units will signify that these Bylaws are accepted, ratified, and will be complied with.

2. MEMBERSHIP, MEETINGS AND VOTING.

(a) Membership. Each unit owner shall be a member of the Plymouth Place Homeowners Association, hereinafter called the "Association". However, if the ownership of any unit is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the unit shall be deemed to be one unit owner for the purpose of voting and the determination of any required quorum. Each unit owner shall be entitled to one vote and the vote for any unit owned by more than one person shall be exercised as such co-owners may among themselves determine. Until completion or termination of the project, Developer shall be deemed the owner of each unit not yet completed and each unit on which construction has not begun, and shall have one vote for each such unit.

(b) Ownership. Ownership shall be determined according to the records of



the Clerk and Recorder of Yellowstone County, Montana; except that a personal representative, conservator or trustee may vote in person or by proxy with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. Owners shall also include those purchasing units under purchase contracts who have an equitable interest in the unit as disclosed by the public record in the office of the Yellowstone County Clerk and Recorder, and in such an event the equitable owner shall be considered as the only owner of such unit. Tenants shall be deemed to be owners only if the record owner has complied with the provisions of Section 70-23-102(16), MCA

(c) Voting. The owners of each unit shall be entitled to one vote per unit and the vote for any unit owned by more than one person shall be exercised as such co-owners may among themselves determine. Whenever a unit is owned by two or more persons, any one of such owners may vote in the absence of protest by the other or others. Votes may be cast in person or by proxy.

(d) Proxies. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary on or before the appointed time of the meeting.

(e) Annual Meeting. The annual meeting of the Association shall be held on the first Saturday of June of every year at 10:00 a.m. Additional regular and special meetings of the Association may be held at such times and places as shall be agreed upon by the unit owners. Notice of all meetings shall be given to each member personally or by mail, telephone, facsimile or e-mail at least 10 days prior to the day named for such meeting. The presence, in person or by proxy, of owners of 75% of the units at such meetings of the Association shall be required for the transaction of any business by the Association.

(f) The Association shall have the responsibility of electing directors to administer the operation of Plymouth Place Townhomes, approve any necessary budget, establish and collect monthly assessments, and arrange for any necessary management of Plymouth Place Townhomes. Except as otherwise provided herein, or by law, all decisions and resolutions of the Association shall require the approval of seventy-five percent (75%) of all unit owners. Approval may be obtained by vote, at an annual or special meeting, or by written ballot or petition, circulated among the owners.

The agenda for the annual meeting shall include the following:

- (1) Determination of quorum;



- (2) Approval of minutes of last annual meeting;
- (3) Presentation of financial report for past year and budget for coming year;
- (4) Report Board opinion of adequacy of limits on insurance coverage;
- (5) Election of Directors;
- (6) Old business, if any; and
- (7) New business.

3. BOARD OF DIRECTORS.

(a) Number of Directors. The affairs of the Association shall be governed by a Board of Directors composed of three owners, each director shall be elected by the unit owners; except that TODD ICOPINI and BONNIE LICH, as representatives of Developer, shall serve as Directors, without election, until three years after Developer begins construction of the project, or until sale of 20 units, whichever occurs first. Thereafter, TODD ICOPINI shall serve as Director until all units have been completed and sold. The Developer, in his sole discretion, may appoint a different representative to serve in Todd Icopini or Bonnie Lich's place. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law, the Declaration, or these Bylaws directed to be exercised by the unit owners.

(b) Term of Office. Two Directors shall be elected at the first annual meeting of the Association for a one year term. TODD ICOPINI shall serve as the remaining Director for a two year term of office. Thereafter, the term of office of each Director shall be for two years with one Director to be elected in odd numbered years and two Directors to be elected in even numbered years, subject to the requirement that TODD ICOPINI must be one of these three Directors until sale of all units.

(c) Nomination and Election. Except as otherwise provided above, candidates for vacant Director positions shall be nominated from the floor at each annual meeting. Each unit owner shall be entitled to one vote for each vacancy in the Board of Directors; cumulative voting shall be permitted. If votes are cast by the owners of a majority of the units, the candidate(s) receiving the greatest number of votes shall serve for the term. If a quorum cannot be obtained for an annual meeting, the existing Directors shall continue to serve until the next annual or special meeting is held and new Directors are elected, or as an alternative, the



existing Directors may contact members to determine who is willing to serve as a Director, and deliver a written ballot to all owners for voting. The ballot shall include the names of all owners willing to serve for the term(s) to be filled.

(d) Qualifications of Directors. Directors must be members of the Association, or, in the case of partnerships, LLCs, LLPs and corporate members, a designated representative of the corporate member, partnership, LLP or LLC.

(e) Compensation. No compensation shall be paid to Directors for their services as Directors unless salaries for Directors are approved by vote of one owner of each unit. However, Directors shall be reimbursed for actual expenses incurred in the performance of their duties.

(f) Meetings. Regular and special meetings of the Board of Directors may be held at such times and places as shall be determined by the Directors. Notice of such meetings shall be given by the Secretary to each Director and to the Treasurer and President of the Association, personally or by mail, telephone, facsimile, or e-mail at least three days prior to the day named for such meeting. A majority of the Directors shall be needed for a quorum. Directors may have telephone meetings so long as all Directors are present or are given the opportunity to be present, and so long as each Director is able to speak to and be heard by the others. Information concerning major actions by the Board shall be promptly disseminated to all members of the Association in a manner to be determined by the Board. Owners may attend Board meetings, but their participation in the meetings may be limited to the extent determined by the Directors present at the meeting.

(g) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law, the Declaration, or these Bylaws directed to be exercised by the members. In addition, the Board of Directors shall have the following powers and duties:

- (1) To enforce the provisions of the Declaration of Unit Ownership and these Bylaws by appropriate action.
- (2) To determine the amount of assessments payable by the unit owners for common expenses and to allocate and assess said expenses among unit owners in proportion to their respective interests in the common elements. Assessments shall include reasonable reserve funds. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Association.
- (3) In its discretion, to impose special assessments for approved capital expenses and for emergencies as they are incurred.



- (4) To send written notice of any change in the regular assessments and written notice of any special assessment to each owner at least thirty (30) days before its due date.
- (5) To record and foreclose a lien against any unit for unpaid assessments or to bring an action at law against the owner personally obligated to pay the same.
- (6) To shut off the water to the unit of any owner who is more than 15 days delinquent in payment of monthly assessments and to give written notice to that owner of the intent of the Board to shut off the water at least 10 days prior to shut off.
- (7) To adopt a schedule of late payment fees, with consent of 75% of the members entitled to vote.
- (8) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (9) With consent of a majority of the unit owners, to adopt a schedule of fines for violation of the Declaration, these Bylaws, or the duly adopted rules and regulations of the Association.
- (10) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (11) To procure and maintain insurance required or authorized to be purchased by the Association.
- (12) To pay all debts of the Association.
- (13) To grant and accept easements, permits, and licenses on behalf of all unit owners, as necessary for the proper operation of the project.
- (14) To contract for repairs, maintenance, alterations, additions, and improvements which are the obligation of the Association.
- (15) Upon written request from any person, agency or corporation having an interest or prospective interest in a unit, to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding tax year, at the requesting party's expense.
- (16) To review and approve or disapprove all requests from unit owners for consent to modify, alter, or add to the exterior of a completed unit or any limited or general common element after completion by Developer, and to remove or replace any unapproved modifications or additions at the expense of the offending unit owner.
- (17) To file annual corporate reports with the Montana Secretary of State



and to pay the required fee.

- (18) To prepare income tax returns for the Association, if required by state or federal law, and to pay all taxes owed.
- (19) To provide any notices required by these Bylaws or the Declaration of Unit Ownership for Plymouth Place Townhomes.
- (20) In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association or to an independent contractor or agent.
- (21) To engage the services of a paid manager or managing agent.
- (22) To supervise all officers, agents, and employees of the Association to ensure that they properly perform their duties.

(h) Directors as Agent and Attorney-in-Fact for Unit Owners. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the unit owners of all of the units and for each of them to manage, control, and deal with the interests of such unit owners in the common elements and the exterior of the townhomes as necessary to permit the Board of Directors to fulfill all of its powers, rights, functions, and duties.

The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each unit owner, each mortgagee, other named insureds, and their beneficiaries, and any other holder of a lien or other interest in the townhomes or the property to:

- (1) Adjust and settle all claims arising under insurance policies purchased by the Board of Directors;
- (2) Execute and deliver releases upon the payment of claims; and
- (3) Act on their behalf in any condemnation proceeding or act of eminent domain.

The mortgagee and guarantor of the mortgage on any unit shall have the right to timely written notice of any condemnation or casualty loss that affects a material portion of the project or the unit securing its mortgage.

(i) Resignation and Removal of Directors. Any Director may be removed from office by the majority vote of the unit owners. In the event of resignation or removal of a Director, the vacancy shall be filled at a special meeting of the unit owners or by written ballot circulated among the owners in the manner provided for the election of Directors, with the person so elected serving the balance of the unexpired term.



4. OFFICERS.

(a) Board Elects Officers. The Board of Directors shall annually elect a President, a Secretary, and a Treasurer. The Board in its discretion may also elect a Vice-President. No two offices may be held by the same person except the offices of Secretary and Treasurer. The officers of the Association shall hold office at the pleasure of the Board and may be removed by the Board, with or without cause. In the event of a vacancy, the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose. TODD ICOPINI and BONNIE LICH shall serve as interim President and Secretary respectively until the first annual meeting of the Association.

(b) Qualifications of Officers. Directors may also serve as officers but are not required to do so. Officers may be Directors, other members of the Association, or persons who are not members.

(c) Duties. The President shall preside at all meetings of the Association and of the Board of Directors, shall supervise the affairs of the Association and its officers, shall have all of the powers and duties usually vested in the office of President and shall also perform such other duties as from time to time may be imposed by the Board of Directors. The Vice-President, if any, shall act in the place of the President, and shall have such other duties as may be assigned by the Board of Directors. The Secretary shall keep all books and records of the Association and the Board of Directors and record all minutes of meetings of both, shall keep a record of all members of the Association, and shall serve all required notices. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate itemized accounts of all receipts and disbursements in books belonging to the Association, in chronological order. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. All checks over \$500.00 must be signed by two officers.

(d) Compensation. Any officer may be compensated, in a reasonable amount, as determined by the Board of Directors.

5. LIABILITY OF OFFICERS AND DIRECTORS.

The Officers and Directors of the Association shall not be liable to the Association or any unit owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. Except to the extent that such damages and expenses are satisfied by Officer's and Director's



liability insurance, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that the person is or was an officer or director of the Association against damages and expenses, including attorney fees, judgments, fines and amounts paid in settlement incurred by the person in connection with such action, suit or proceeding, if the officer or director acted in good faith and in a manner the officer or director reasonably believed to be in, or not opposed to, the best interest of the Association. If not satisfied by insurance proceeds, such damages and expenses shall be a common expense.

6. INSPECTION OF RECORDS.

The books, records, and papers of the Association and a copy of the current Declaration of Unit Ownership, Bylaws, Articles of Incorporation, and rules and regulations, if any, for Plymouth Place shall be open for inspection by any unit owner and by holders, insurers, and guarantors of first mortgages on units at any reasonable time, after reasonable notice to the Secretary.

7. EMERGENCY ACCESS.

Directors and their manager, if any, shall have the right to enter any unit in case of an emergency originating in or threatening such unit whether or not the owner or occupant is present at the time.

8. INSURANCE.

(a) Except as otherwise provided in subsection (k) below, the Board of Directors shall insure all of the townhome units and all common element improvements, including every part of every building and all fixtures attached or affixed to any part of a building by screws, nails, glue, cement or other building material, against loss or damage by fire and other casualty in an amount representing the full insurable value thereof, less a deductible in an amount to be determined by the Board. Such insurance shall be "all-in" coverage. Works of art or purely decorative items normally not considered to be part of the real estate when a townhome unit is sold are not fixtures, even though temporarily attached to a wall with nails or screws.

(b) The Board of Directors shall purchase public liability and property damage insurance, insuring the Association and the unit owners for liability for personal injuries to, or the death of, any person, or damage to property resulting from the ownership, use, or occupancy of the property, with policy limits to be determined by the Board, but no less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate.



(c) The Board of Directors shall purchase fidelity insurance coverage for all persons handling Association monies, naming the Association as insured, in an amount equal to the maximum funds held by the Association. If the Board employs a management agent, the agent must have its own fidelity insurance policy providing the same coverage required above.

(d) The Board shall purchase Officer's and Director's liability insurance covering each member of the Board and each officer of the Association; the amount of coverage shall be determined by the Board.

(e) The cost of all insurance purchased by the Association shall be a part of the common expense.

(f) All insurance policies shall be issued by an "A" rated or better company approved by FNMA; Directors shall seek to obtain the best insurance value, considering the coverage, the price, the financial stability of the insurer, and the history of the insurer in promptly and properly handling claims.

(g) In the event of a loss exceeding one thousand dollars (\$1,000.00), all Association insurance proceeds shall be paid to the Board of Directors as trustee for disbursement.

(h) Each policy shall contain a standard mortgagee clause in favor of each mortgagee or trust indenture beneficiary, or contract of sale endorsements in favor of the contract sellers of any units and shall require the insurer to notify the Association, each unit owner, and each first mortgage holder, in writing, of any lapse, cancellation or substantial change to the policy at least ten days prior to the date on which such cancellation or change takes effect. Duplicate originals of all new insurance policies and of all policy renewals, together with proof of payment of premiums, shall be delivered to all mortgagees and contract sellers of units at least ten days prior to expiration of the then current policies.

(i) The Board of Directors shall annually review the adequacy of limits of coverage of insurance policies, shall obtain an appraisal from an insurance company or other knowledgeable person or business of the full replacement value of the covered improvements, without deduction of depreciation, for the purpose of determining the amount of property insurance required under this section, and report its findings and opinion regarding insurance to the membership of the Association at its annual meeting.

(j) Insurance policies shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured.



(k) Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. Insurance purchased by the Association shall not cover personal items, such as furniture or clothing inside the units. Owners must insure their personal property and obtain liability insurance to cover injury or damage occurring on or within their unit if they wish such insurance coverage. If any major improvements are made to the interior of a unit after initial purchase of the unit. (for example, if an owner later finishes an unfinished basement), those improvements (betterments) must be insured for fire or other casualty on the owner's personal insurance policy if the owner wishes to have insurance. Insurance on such betterments will not be purchased by the Association.

(l) Insurance payments for a fire or other property loss insured by the Association shall be applied by the trustee to repair or replacement of the damaged property. In the event of loss to one or more but not all units, any amount needed to repair or replace the unit, in excess of insurance payments, shall be paid by the owner of that unit. If insurance proceeds exceed the replacement cost of the units, excess proceeds shall be credited to the accounts of all unit owners. Units which are repaired or replaced after a loss shall conform in style, quality, and appearance to the unit as it existed prior to the loss.

(m) The Association shall pay, as a common expense, the deductible amount for any property loss insured by the Association if there is damage to the common elements exceeding \$500.00 or if the damage is only to the common elements. In all other cases, owners of the damaged units shall pay the deductible in proportion to the amount of the loss to each damaged unit reported on the insurance claim.

9. **PROPERTY LOSS.**

Property damaged by fire or other casualty must be repaired or rebuilt unless there is a total loss of all units, all unit owners agree not to rebuild, and there is agreement not to rebuild by mortgagees that represent at least 51% of the votes of the units that are subject to mortgages. Insurance payments for a property loss insured by the Association shall be applied by the Board, or its designated trustee, to repair or replacement of the damaged property except in the event of a total loss of all units and a decision not to rebuild. Units which are repaired or replaced after casualty shall conform in style, quality, and appearance to the unit as it existed prior to the casualty.



10. ASSESSMENTS FOR COMMON EXPENSES.

(a) When Assessments Begin. The owner of each completed unit shall be obligated to pay monthly and special assessments for common expenses beginning on the 1st day of the month following completion.

(b) Amount. Prior to the annual meeting, the Board of Directors shall prepare an Association budget for the coming year. A copy of that budget, together with a statement of the amount of each monthly assessment for the coming year, shall be delivered to each unit owner at least one week before the annual meeting. Each monthly assessment for a unit shall be equal to the total estimated common expenses for the coming year, plus a reasonable reserve allowance for replacement of improvements, divided by twelve, divided by the total number of completed units/multiplied by the percentage of undivided interest in the common elements for the assessed unit. Assessments shall be due and payable on the first day of each month. If an annual budget is not prepared as required, the monthly assessment due shall be equal to the amount of the monthly assessment for the previous year until changed by the Board of Directors. The regular monthly assessments may be changed by the Board at any time it determines that the change is necessary or advisable. Written notice of the amount of any changed monthly assessment shall be given, by mail or otherwise, to each unit owner at least thirty (30) days in advance of the first payment due date for the assessment. Except for changes in the amount of the monthly assessments, no bills or other notices that monthly assessments are due need be given by the Association. Assessments must be based upon and computed by using the percentile interest that each unit owner has in the common elements.

(c) Record Keeping. All assessments collected by the Association may be commingled in a single fund from which shall be paid the expenses for which the assessments are made. Separate records of payments received shall be kept for each unit.

(d) Interest and Late Fees. Assessments paid more than 10 days after the date when due shall bear interest at the rate of ten percent (10.0%) per annum from the date when due until paid; in addition, late paying owners shall be obligated to pay a late fee if a schedule of late payment fees has been adopted by the Board of Directors. All payments upon assessments shall be applied first to late fees, then to interest, and then to the earliest assessment due.

(e) Special Assessments. Special assessments may be made by the Board of Directors for capital improvements only upon an affirmative vote of all of the



members entitled to vote. The Board may impose special assessments for unanticipated emergency expenses without a vote of the members.

(f) No Exemption from Payment. No unit owner is exempt from payment of any common expense by waiver of the use or enjoyment of those items paid for or by abandonment of the unit.

(g) Account Balance Transfers with Unit. No unit owner shall be entitled to receive the balance in that owner's assessment account upon sale of the owner's unit. The account balance shall pass with sale of the unit to the credit of the new unit owner. This provision shall not be deemed to prohibit a selling owner from collecting the balance of that owner's assessment account from a purchaser.

(h) Remedies for Failure to Pay. The remedies for failure to pay assessments are set forth in the Declaration of Unit Ownership.

11. MAINTENANCE OF UNITS AND COMMON ELEMENTS.

(a) Association Responsibilities. The Association shall be responsible for any maintenance, repair and replacement of any general, limited common and shared general common elements, and for any damage to a party wall covered by insurance purchased by the Association. It shall also maintain and repair the exterior surfaces of all buildings, except for replacement of glass and garage doors and shall be responsible for snow removal from front sidewalks and driveways when there is an accumulation of two inches or more, and for care of lawns, trees and shrubs, sprinkler systems and wells and pumps, if any, providing water to the units and to the landscaping. The Association shall be responsible for maintaining the storm water retention areas located on the Plymouth Townhome property, and for keeping all storm grates, if any, located on the Plymouth Townhome property free of debris. The Association shall be responsible for maintaining common water, sanitary sewer and storm sewer lines on the Plymouth Townhome property. The Association shall also maintain landscaping and provide snow removal on the sidewalk in the public right of way adjoining the above-described property. The Association may employ personnel necessary for the maintenance, upkeep and repair of the common elements as is deemed necessary. The Association shall use a reasonably high standard of care in providing such maintenance, management and repair, so that the Properties will reflect a high pride of ownership.

(b) Unit Owner Responsibilities. Every unit owner shall be responsible for all maintenance of and repairs to the interior of his townhome, except for repairs covered by insurance purchased by the Association, and for routine maintenance of patios, fences, if any, and sidewalks which are part of his unit; owner shall be



responsible for all damages to the other units or to the common elements resulting from his failure to effect such maintenance and repair. Each unit owner shall be responsible for obtaining fire and other insurance on his personal property, and liability insurance to the extent deemed necessary by each unit owner. Each unit owner shall be responsible for paying all taxes and assessments on his unit and for payment for all utilities provided to his unit, except water. All fixtures and equipment within a unit, and all water, sewer and other utility lines and pipes serving a single unit, shall be maintained, replaced and kept in repair by the Unit Owner, except in the event of damage covered by insurance purchased by the Association.

(c) In the event it is unclear whether an improvement is a common element or a part of a unit, improvements outside the townhome, or shared by more than one townhome shall be common elements; those inside the unit shall be part of the unit served.

12. RESTRICTIONS ON USE.

The following restrictions apply to use of all units and common areas:

(a) Types of Uses Allowed. The property shall be used for only residential purposes except that an owner may use a portion of a townhome for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; provided also that Developer shall have the right to maintain a construction office, a model home, and a sales office on the property until all townhomes are sold.

The limited common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of the units.

(b) Pets. No more than two dogs or two cats, or one of each, shall be permitted in a unit, if kept inside the owner's home. The dogs and/or cats may also be kept in a fenced pet area, but only if they are not a nuisance to the other unit owners. No pets shall be allowed to run loose on the general common areas. Owners shall be responsible for promptly cleaning up after their pets. Owners shall pay a fine, imposed by the Board, of \$50.00 for a second violation of the pet restrictions within any 6-month period and a fine of \$100.00 for each additional violation within any 6-month period. Such fines shall be a common expense, payable only by the offending unit owner. In addition, the Board may require an owner to either keep a pet inside or get rid of it if the Board receives two bona fide complaints that the animal is a nuisance from one or more other townhome owners



within a six month period.

(c) No Livestock or Poultry. No livestock or poultry may be kept or raised in any unit or on the common elements.

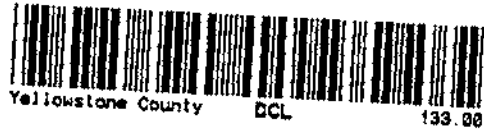
(d) No unit owner shall lease a unit for an initial term of less than seven days. Any lease or rental agreement shall be in writing and shall subject the Tenant to the provisions of the Bylaws, this Declaration, and all rules and regulations adopted by the Association.

(e) Nuisances. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to the unit owners or which interferes with the peaceful possession or proper use of the property.

(f) Alterations to Buildings and Common Elements. Nothing shall be done in, on or to any unit or in, on or to the limited or general common elements which will impair the structural integrity of a building. No unit owner or occupant shall erect or place on the limited or general common areas, any building or structure, including fences, walls and patios, nor make any additions or alterations to any common areas, or to the exterior of the townhome or unit, except in accordance with plans and specifications approved by the Board of Directors; provided, however, that owners may install privacy fences around their patio to promote uniformity within the project. The height, color, and materials used for the privacy fences must be approved or established in advance by the Board of Directors. In evaluating proposed additions or alterations, the Board of Directors shall consider the harmony of external design, scale, height, color and type and quality of materials and harmony with existing structures, and the location relative to existing structures. The Board of Directors shall also consider the cost of maintaining the addition or alteration, if that cost is to be borne by the Association, and any interference with enjoyment of the common area or a neighboring unit by neighboring unit owners. If plans and specifications are not disapproved in writing by the Board within 45 days after submission, they shall be deemed approved.

(g) Antennas and Satellite Dishes. No TV antennas, TV dishes larger than one meter in diameter or diagonal measurement, wiring or any other device shall be installed on the exterior of any building, in yards, or on common elements without prior written approval of the Board of Directors. Owners may install a small satellite dish, not exceeding one meter in diameter or diagonal measurement, on the exterior surface of their townhome, or in an inconspicuous location on the land near their townhome, without prior approval of the Board of Directors.

(h) Hot Tubs. No hot tubs shall be permitted on patios or on the common



elements unless they are placed on concrete and have the prior written approval of the Board of Directors.

(i) Maintenance. Unit owners shall promptly perform all maintenance and repair work within their own units which, if omitted, would affect any common element, and each unit owner shall be responsible for all damages and liabilities created by such failure to maintain or repair.

(j) Garbage. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element or outside any building; trash containers must be kept inside the garage except on collection days.

(k) Noise. Residents and their guests shall exercise care about making noise which may disturb other residents. No unit owner shall operate or permit to be operated any sound producing device in a unit or on common areas between the hours of 11:00 p.m. and the following 7:00 a.m. if such operation shall disturb or annoy other residents or unit owners. Noise made by construction workers between the hours of 7:00 a.m. and 11:00 p.m. shall not be a violation of this restriction.

(l) Parking. Unit owners shall not park vehicles in such a manner as to block sidewalks or driveways nor shall they permit any member of their family, guests or tenants to do so. Junked or non-operational vehicles shall not be parked on streets or driveways for more than 24 hours. Boats, trailers, snowmobiles, campers and the like shall not be parked on general or limited common areas or driveways for a period exceeding 5 consecutive days or 20 total days in any one calendar year. Motorhomes shall be parked only in driveways; they shall not be parked in driveways for more than 5 consecutive days or 20 total days in any calendar year. Improperly parked vehicles shall be removed at the owner's expense.

(m) Fire Prevention. No unit owner shall perform any act or store anything within or immediately adjacent to his unit which might increase the rate of casualty insurance for the Plymouth Place project or increase the probability of fire as a result of such act or the storage of such items.

(n) Prohibited Activities. No improper, offensive or unlawful use shall be made of any unit, the common areas, or any part thereof.

(o) Signs. Hanging signs, garments, rugs or the like from the windows, patios or the exterior of the building or on common areas is prohibited. No signs shall be permitted on any unit except that one "for sale" sign may be displayed in front of each unit which is for sale, and construction signs including signs at the entrance to the project, and model home signs shall be permitted until all units are



sold by Developer.

13. RULES AND REGULATIONS.

Administrative rules and regulations concerning the use of the common elements may be promulgated and amended by the Board of Directors with the approval of 75% of the members entitled to vote.

A copy of the current rules and regulations shall be provided to each unit owner by the Secretary of the Association, without cost, upon receipt of a request therefor.

14. WORKING CAPITAL.

The Developer, as agent of the Board of Directors, shall collect from the initial purchaser of each unit, at the time of closing, an initial capital payment of an amount equal to the Buyer's prorata share of insurance for the year plus an amount equal to two monthly assessments. The Developer shall be entitled to retain the Buyers pro-rata share of insurance for the current premium period if Developer pre-paid the premium for the unit sold for that period; otherwise the premium shall be paid to the Association's insurance agent. The remaining funds so collected shall be delivered to the Board of Directors to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, including insurance, initial maintenance, equipment, supplies, organizational costs and other start up costs and for such other purposes as the Board of Directors may determine. These funds are not refundable. These funds may not be used by Developer to defray any of its expenses, construction costs, or other financial obligations.

15. LIABILITY OF THE ASSOCIATION AND UNIT OWNERS.

The Association shall not be liable to any unit owner or any family member or tenant of any owner for any failure to provide services paid for as a common expense, or for any uninsured injury or damage to person or property caused by the elements, or resulting from water, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment onto a unit. The Association shall not be liable to any unit owner or any family member or tenant of any owner for uninsured loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. This shall not be deemed to be a waiver of any liability between unit owners. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any government authority. The



Association shall not be liable to any unit owner or any family member or tenant of any owner for uninsured injury or damage to person or property caused by another unit owner. Any such liability shall be attributed solely to the responsible unit owner. The Association shall not be liable to any unit owner or any family member or tenant of any owner for uninsured personal injuries or uninsured injuries to property occurring on common elements.

16. AMENDMENT.

(a) Prior to completion of construction of the project, these Bylaws may be amended by Developer. All unit owners, by acceptance of a deed to any townhome shall be deemed to have approved any such amendment by Developer and to have granted to Developer the power, pursuant to Section 70-15-301, MCA, to make such amendments.

(b) These Bylaws may also be amended by the Association either in a duly constituted meeting called for such purpose or by written petition circulated among the owners. However, that no amendment shall take effect without the approval of Developer until such time as all units have been sold by Developer. No amendment shall take effect unless approved by at least 75% of the unit owners entitled to vote and until a copy of the amendment, certified by the President and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. In all cases, however, that the Bylaws shall always include those particulars required to be included therein by the Montana Unit Ownership Act.

(c) The consent of at least 51% percent of eligible mortgage holders shall be required for a change in any of the following:

- (i) Changes in insurance requirements; and
- (ii) Changes in any provisions which expressly benefit mortgage holders, insurers, or guarantors.

17. CONFLICTS.

In the event of any conflict between these Bylaws and the provisions of the Montana Unit Ownership Act, or the Declaration of Unit Ownership for Plymouth Place Townhomes, the latter shall govern and apply.



18. ENFORCEMENT AND WAIVER.

In the event the Board of Directors shall refuse to enforce the provisions of these Bylaws or the Declaration of Unit Ownership or duly adopted Rules and Regulations by appropriate action, any unit owner shall have the right to do so.

Failure of the Association, its Board of Directors or any of its members to enforce the provisions of these Bylaws or the Declaration of Unit Ownership for Plymouth Place Townhomes or any Rules and Regulations adopted by the Association shall not be deemed a waiver of the right to do so in the future.

19. DEFINITIONS.

The terms used herein shall have the definitions set forth in the Declaration of Unit Ownership for Plymouth Place Townhomes.

IN WITNESS WHEREOF, the undersigned, being the owner of the property to which these Bylaws apply and being the interim Chairman and Secretary of the Association, have executed this instrument as evidence of the adoption of the aforesaid Bylaws of the Association and hereby certify that the foregoing is a true and correct copy of the Bylaws of the said Association.

DATED this 15th day of June, 2006.

PLYMOUTH PLACE HOMEOWNERS
ASSOCIATION

By: Todd Icopini
TODD ICOPINI, President

By: Bonnie L. Lich
BONNIE LICH, Secretary



Return to:
Pedersen & Hardy, P.C.
1001 South 24th Street West, Suite 110
Billings, MT 59102
Copyright 2006
File No. 32049

PARTY WALL AGREEMENT FOR PLYMOUTH PLACE TOWNHOMES

The undersigned, being the sole owner of all of PLYMOUTH PLACE TOWNHOMES located on the following described real property in Yellowstone County, Montana, hereby establishes and declares that the following party wall restrictions shall be applicable to said townhomes and the real property on which they are located:

That part of the NW 1/4 of Section 12, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Remainder Tract 3C, of Certificate of Survey No. 2991 on file in the office of the Clerk and Recorder of said County, under Document #3033373.

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Plymouth Place Townhomes and which is shared by two townhomes shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners of the townhomes who make use of the wall in proportion to such use.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Plymouth Place Homeowners Association shall restore it without prejudice. However, it remains the right of any owner or the Association to maintain an action against another owner under any rule of law regarding liability for negligent or willful acts or omissions; subject to the right of all owners to determine not to repair or restore the party wall if they have the written consent of the holders of any mortgage or trust indenture on all townhomes.

4. Weatherproofing. Notwithstanding any other provision of this Agreement, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Provisions of this Agreement Run With Land. The covenants, provisions and restrictions contained herein shall be appurtenant to the land and shall pass to such owner's successors in title and all parties and persons claiming under them.



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

TO: County Clerk and Recorder
Yellowstone County
Billings, Montana

E.Q. #11-1052

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Plymouth Place Townhomes, Tract 3C, COS 2991:**

A tract of land situated in the NW1/4 of Section 12, Township 1 South, Range 25 East PMM, Yellowstone County, Montana

consisting of one (1) tract which has been reviewed by personnel of the Permitting and Compliance Division, and,

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

THAT this Certificate supersedes Certificate E.Q. # 03-2297 dated June 5, 2003 and that all previous copies should be marked superseded, and,

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

THAT the lot size as indicated on the plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Tract 3C shall be used for thirty-six (36) Condominium Units (15 existing plus 21 proposed), and,

THAT water supply and wastewater treatment will be provided by extension and service connection to the **City of Billings Public Water Supply & Wastewater Treatment System (PWSID MT0000153)**, and,

THAT the existing condominium units addressed as 302 through 309, 311, 313, 314, 315, and 317 through 319 are served by the public water supply system and public sewage treatment system extensions approved under Department E.Q. # 03-2297, dated June 5, 2003, and

THAT the extension to the water supply system will consist of approximately 960 lineal feet of 4-inch Class 200 AWWA C900 PVC Water Main with four blow-off hydrants, four valves, fittings, and appurtenances ; and approximately 250 lineal feet of 6-inch Class 200 AWWA C900 PVC Water (Fire) Main with two valves, one fire hydrant assembly, fittings, and appurtenances, and shall be constructed in accordance with the approved plans and specifications prepared by Gary T. Owen, 15378PE of Sanderson Stewart, of Billings, dated 7/9/2010 and received by the Department on 7/20/2010, and,

THAT the extension to the wastewater treatment system will consist of approximately 920 lineal feet of 6-inch SDR 35 PVC Gravity Sewer Main with eight manholes, fittings, and appurtenances, and shall be constructed in accordance with the approved plans and specifications prepared Gary T. Owen, 15378PE of Sanderson Stewart, of Billings, dated 7/9/2010 and received by the Department on 7/20/2010, and,



Page 2 of 2
Plymouth Place Townhomes, Tract 3C, COS 2991
Yellowstone County
E.Q. #11-1052

THAT the stormwater detention system shall be constructed in accordance with the approved plans prepared by Gary T. Owen, 15378PE of Sanderson Stewart, of Billings, dated 7/9/2010 and received by the Department on 7/20/2010, and,

THAT ownership, maintenance, and repair of the water distribution, sewage collection, and stormwater detention systems shall be the responsibility of the PLYMOUTH PLACE HOMEOWNERS ASSOCIATION with responsibilities as described in the recorded Declaration of Unit Ownership For Plymouth Place Townhomes, and,

THAT construction will be completed within three years of the date of this approval. If more than three years pass before beginning construction, it shall be necessary to resubmit the plans and specifications. This expiration period does not extend any compliance schedule requirements pursuant to enforcement action against a public water/sewage system, and,

THAT within 90 days after construction is completed upon a public water system, wastewater system, or storm drainage system, or upon an extension of or addition to such a system, the professional engineer shall certify to the Department that the construction, alteration or extension was completed in accordance with the plans and specifications approved by the Department, and,

THAT project certification shall be accompanied by a complete set of "as-built" drawings bearing the signature and seal of the professional engineer, and,

THAT water supply and sewage treatment 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,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the plat, 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 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.

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

DATED this 28th day of July, 2010.

Richard H Opper
Director

By:

Steve Kilbreath
For Steve Kilbreath, Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality



Owner's Name: Todd Icopini - Legacy Homes



Yellowstone County, Montana

Property Tax Detail For A33771E



TaxCode: A33771E

Owner Listed On Last Tax Statement

Last Updated: September 29, 2024

Primary Owner: STEINMETZ, SCOTT E

Owner as of September 29, 2024

Primary Owner
Name: STEINMETZ, SCOTT E

2024 Mailing Address

Mailing STEINMETZ, SCOTT E
Address: 5115 W 161ST TER
STILWELL, KS 66085-8970

Property Information

Property Address: 311 STONEGATE CIR
Township: 01 S Range: 25 E Section: 12
Subdivision: PLYMOUTH PLACE TOWNHOMES Block: Lot:
Certificate of Survey: 2991 Parcel: 03C
Full Legal: PLYMOUTH PLACE TOWNHOMES, S12, T01 S, R25 E, UNIT 311,
2.777% COMMON AREA INTEREST, LOC @ TR 3C COS 2991 (LESS COLONIAL WEST SUB)
GeoCode: 03-0926-12-2-06-01-7005

Levy District: 2 - BILLINGS (661.07 Mills)

2023 Assessed Value Summary

Assessed Land Value =	\$72,308.00
Assessed Building(s) Value =	\$329,492.00
Personal Property Value =	\$0.00
Total Assessed Value =	\$401,800.00

Assessed Value Detail Tax Year: 2023

Description	Tax Rate	Amount
Residential City/Town Lots	1.35%	\$72,308.00

Improvements on Residential City/Town Lots 1.35% \$329,492.00

Total: \$401,800.00

SID Payoff Information

City of Billings SID

Contact the City of Billings for SID pay off information

Rural SID

NONE

Property Tax Billing History

Year	1st Half		2nd Half		Total
2023	1,916.43	P	1,916.42	P	3,832.85
2023	0.00		93.84	P	93.84
2022	1,609.03	P	1,609.02	P	3,218.05
2021	1,531.40	P	1,531.39	P	3,062.79
2020	1,608.92	P	1,608.91	P	3,217.83
2019	1,534.58	P	1,534.56	P	3,069.14
2018	1,403.88	P	1,403.87	P	2,807.75
2017	1,363.58	P	1,363.57	P	2,727.15
2016	1,246.29	P	1,246.28	P	2,492.57
2015	1,218.39	P	1,218.37	P	2,436.76
2014	1,253.64	P	1,253.63	P	2,507.27
2013	1,226.76	P	1,226.75	P	2,453.51
2012	1,213.59	P	1,213.57	P	2,427.16
2011	1,245.15	P	1,245.13	P	2,490.28
2010	1,262.47	P	1,262.46	P	2,524.93
2009	159.75	P	159.73	P	319.48
2008	180.36	P	180.34	P	360.70
2007	226.85	P	226.84	P	453.69

(P) indicates paid taxes.

Jurisdictional Information

Commissioner: [District - 1](#)
[John Ostlund \(R\)](#)
PO Box 35000
Billings,
MT 59107

Senate: [District - 25](#)
[Jen Gross \(D\)](#)
PO Box 30472
Billings,
MT 59101

House: [District - 49](#)
[Emma Kerr-](#)
[Carpenter \(D\)](#)
PO BOX 22062
Billings,

406-256-2701 -
Work

406-696-0649
- Work

MT 59104
406-894-0377 -
Work

Ward: [5 - \(BILLINGS\)](#)

Mike Boyett	Tom Rupsis
2508 Forest Meadow Lane Billings, MT 59102 (406) 694-2436 - Home	105 Legends Way Billings, MT 59106 4065450707 - Work

Precinct: [37](#)

**High
School:** West

**Middle
School:** Ben Steele

**Elementary
School:** Big Sky

Zoning: N2-Mid-Century Neighborhood
[Click Here to view Billings Regulations](#)
[Click Here to view Laurel Regulations](#)
[Click Here to view Broadview Regulations](#)
[Click Here to view Yellowstone County Regulations](#)

SD 2 Trustee [List of Trustees](#)
District #5:

Clerk & Recorder Documents For Tax Code:

Recording #	Document type	Recorded Date	Document Date	Book	Page
4069370	Trustee's Deed (and Deed of Trust)	3/7/2024		2/23/2024	
3532310	Quit Claim Deed	11/24/2009		11/20/2009	
3532311	Other	11/24/2009		11/20/2009	

Orion Detail

Owner Information

**Primary
Owner:** STEINMETZ, SCOTT E

Tax Code: A33771E

GeoCode: 03-0926-12-2-06-01-7005

**Property
Address:** 311 STONEGATE CIR BILLINGS 59102

Legal Description: PLYMOUTH PLACE TOWNHOMES, S12, T01 S, R25 E, UNIT 311, 2.777% COMMON AREA INTEREST, LOC @ TR 3C COS 2991 (LESS COLONIAL WEST SUB)

Property Type: Townhouse

Site Information - [View Codes](#)

Levy District: 03-0965-2 **Location:**
Neighborhood Code: 203.981.T **Fronting:**
Parking type: **Parking Prox:**
Utilities: **Access:**
Lot Size: 3234 Sq. Ft. **Topography:**

Residential Building

Type: Townhouse	Index: 0.93
Year Built: 2009	ECF: 1.09
Year Remodeled:	Degree Remodeled:
Effective Year:	Utility: Very Good (9)
Style: 25 - Townhome - Duplex	Exterior: 1 - Frame - 3 - Masonite
Story Height: 1.0	Condition: Very Good (9)
Roof Type: 3 - Gable	Roof Material: 10 - Asphalt Shingle
Foundation: 2 - Concrete	Basement: 3 - Full
Central/AC: 3 - Gas	Grade-Factor: 6-1.31
Percent Complete: 100%	CDU:
Bedrooms: 4	Full Baths: 3
Family Rooms:	Half Baths: Addl Fixtr: 4
1st Floor: 1314	2nd Floor: 0
Additional Area: 0	Bsmt Fnsh: 1183
Basement: 1314	Heated Flr:
Half Floor: 0	Daylight Basement: N
Attic: 0	Built-in Garage:
Attic Type: 0 - None	Masonry F/P:
Total:* 2628	F/P Stacks:
	Pre Fab F/P: 1

* includes finished,unfinished & attic footprint area(s).

Residential Building Additions

Addition Code	Area(Sq Ft)
34 - Deck, Concrete	208
19 - Garage, Frame, Finished	462

Other Building and Yard Improvements

Code - Type	Quantity	Area/Unit	Classcode
RPA2 - Concrete	1	483	3501

GENERAL TAX DETAIL

Levy Description	1st Half	2nd Half	Total
CITY			
BILLINGS-GEN OBLIGATION BALLPARK	\$7.59	\$7.59	\$15.18
BILLINGS-GEN OBLIGATION LIBRARY	\$6.86	\$6.86	\$13.72
BILLINGS-GEN OBLIGATION STREETS	\$3.63	\$3.63	\$7.26
BILLINGS-GENERAL	\$198.25	\$198.25	\$396.50
BILLINGS-LIBRARY	\$11.58	\$11.58	\$23.16
BILLINGS-PUBLIC SAFETY 1998	\$54.24	\$54.24	\$108.48
BILLINGS-PUBLIC SAFETY 2020	\$162.72	\$162.72	\$325.44
BILLINGS-PUBLIC SAFETY 2021	\$92.21	\$92.21	\$184.42
BILLINGS-TRANSIT	\$23.13	\$23.13	\$46.26
CITY TOTALS:	\$560.21	\$560.21	\$1,120.42
COUNTY			
BRIDGE	\$9.44	\$9.44	\$18.88
COUNTY PLANNING	\$3.28	\$3.28	\$6.56
EXTENSION SERVICE	\$1.93	\$1.93	\$3.86
GENERAL FUND	\$89.69	\$89.69	\$179.38
LIABILITY & PROPERTY INSURANCE	\$5.70	\$5.70	\$11.40
MENTAL HEALTH	\$2.44	\$2.44	\$4.88
METRA (CIVIC CENTER)&COUNTY FAIR	\$21.80	\$21.80	\$43.60
MUSEUM	\$4.80	\$4.80	\$9.60
PERMISSIVE MEDICAL LEVY	\$25.60	\$25.60	\$51.20
PUBLIC HEALTH	\$17.98	\$17.98	\$35.96
PUBLIC SAFETY - MENTAL HEALTH	\$8.08	\$8.08	\$16.16

PUBLIC SAFETY - SHERIFF	\$71.00	\$71.00	\$142.00
PUBLIC SAFETY- COUNTY ATTORNEY	\$30.24	\$30.24	\$60.48
SENIOR CITIZENS-ELDERLY ACTIVITIES	\$10.33	\$10.33	\$20.66
WEED CONTROL	\$2.12	\$2.12	\$4.24
COUNTY TOTALS:	\$304.43	\$304.43	\$608.86
OTHER			
BIG SKY ECONOMIC DEVELOPMENT AUTHORITY	\$8.16	\$8.16	\$16.32
OTHER TOTALS:	\$8.16	\$8.16	\$16.32
SCHOOL			
ELEM & HIGH SCH TRANSPORTATION	\$6.64	\$6.64	\$13.28
ELEMENTARY RETIREMENT	\$62.32	\$62.32	\$124.64
HIGH SCHOOL RETIREMENT	\$35.53	\$35.53	\$71.06
SD #2 (BILLINGS) - ELEM ADULT EDUCATION	\$5.40	\$5.40	\$10.80
SD #2 (BILLINGS) - ELEM BUILDING RESERVE	\$5.42	\$5.42	\$10.84
SD #2 (BILLINGS) - ELEM DEBT SERVICE	\$90.88	\$90.88	\$181.76
SD #2 (BILLINGS) - ELEM GENERAL	\$229.81	\$229.81	\$459.62
SD #2 (BILLINGS) - ELEM TECHNOLOGY	\$11.12	\$11.12	\$22.24
SD #2 (BILLINGS) - ELEM TRANSPORTATION	\$49.33	\$49.33	\$98.66
SD #2 (BILLINGS) - ELEM TUITION	\$38.48	\$38.48	\$76.96
SD #2 (BILLINGS) - HS ADULT EDUCATION	\$8.33	\$8.33	\$16.66
SD #2 (BILLINGS) - HS BUILDING RESERVE	\$2.50	\$2.50	\$5.00
SD #2 (BILLINGS) - HS DEBT SERVICE	\$2.98	\$2.98	\$5.96
SD #2 (BILLINGS) - HS GENERAL	\$102.54	\$102.54	\$205.08
SD #2 (BILLINGS) - HS TECHNOLOGY	\$8.16	\$8.16	\$16.32
SD #2 (BILLINGS) - HS TRANSPORTATION	\$18.47	\$18.47	\$36.94
SD #2 (BILLINGS) - HS TUITION	\$11.04	\$11.04	\$22.08
SCHOOL TOTALS:	\$688.95	\$688.95	\$1,377.90
STATE			
ACCREDITED HIGH SCHOOL	\$48.82	\$48.82	\$97.64
GENERAL SCHOOL	\$73.22	\$73.22	\$146.44

STATE EQUALIZATION AID	\$89.23	\$89.23	\$178.46
UNIVERSITY MILLAGE	\$16.27	\$16.27	\$32.54
VOCATIONAL-TECHNICAL SCHOOLS	\$3.53	\$3.53	\$7.06
STATE TOTALS:	\$231.07	\$231.07	\$462.14

TOTAL GENERAL TAXES	\$1,792.82	\$1,792.82	\$3,585.64
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* = Voted Levy to impose a New Mill Levy

** = Voted Levy Increase to a Levy Submitted to Electors

*** = Voted Levy to Exceed Levy Limit (MCA 15-10-420)

SPECIAL ASSESSMENTS

Description	1st Half	2nd Half	Total
BLSW BILLINGS STORM SEWER	\$28.35	\$28.35	\$56.70
BS#2 BLGS STREET MAINT #2	\$94.25	\$94.25	\$188.50
ELEM GENERAL ADD'L MILLS	\$0.00	\$32.55	\$32.55
HS GENERAL ADD'L MILLS	\$0.00	\$21.69	\$21.69
SOIL SOIL CONSERVATION	\$1.01	\$1.00	\$2.01
STATE EQUAL ADD'L MILLS	\$0.00	\$38.51	\$38.51
VO-TECH EQUAL ADD'L MILLS	\$0.00	\$1.09	\$1.09
TOTAL SPECIAL ASSESSMENTS	\$123.61	\$217.44	\$341.05

General Taxes	District	Mill Levy	1st Half	2nd Half
BILLINGS	2	661.07	1,792.82	1,792.82

TOTAL TAXES DUE CURRENT YEAR:	\$3,926.69
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This property may qualify for a Property Tax Assistance Program. This may include: Intangible Land Value Assistance, Property Tax Assistance, Disabled or Deceased Veteran's Residential Exemption, and/or Elderly Homeowner's Tax Credit. Contact the Department of Revenue at (406)896-4000 for further information.

This Information is current as of 10/2/2024 4:20:21 PM