



Real Covenants

Whereas, Concinnity, LLC, a Montana limited liability company, at 533 Blackwood Road, Bozeman, Montana, owns various property in Gallatin County, Montana, including but not limited to Utility Lot 4 (UL 4), as that lot appears on the official plat of Elk Grove Subdivision Phase 1, a Planned Unit Development, in the records of Gallatin County, Montana;

Whereas, Concinnity, LLC desires to limit and restrict the use and possession of Utility Lot 4 (UL 4), as that lot appears on the official plat of Elk Grove Subdivision Phase 1, a Planned Unit Development, in the records of Gallatin County, Montana, to protect and maintain the uses and possession of other property owned by Concinnity LLC and third parties;

NOW THEREFORE, Concinnity LLC adopts the following Covenants, Conditions and Restrictions to regulate the use and occupancy of the Burdened Property as hereinafter defined for the benefit of all owners of the Benefited Premises or any part thereof described herein, and declares that all and each part of the Burdened Property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied, transferred and developed subject to the following restrictions, covenants, and conditions.

1. Burdened Property. The Property burdened by these Covenants, Conditions, and Restrictions shall be all that property described as Utility Lot 4 (UL 4), as that lot appears on the official plat of Elk Grove Subdivision Phase 1, a Planned Unit Development, in the records of Gallatin County, Montana.

2. Benefited Premises. The property to be benefited by these Covenants, Conditions, and Restrictions shall be comprised of those lots, including Utility Lots 2-4 inclusive, that are depicted on the official plats of Elk Grove Subdivision Phase 1, a Planned Unit Development, Elk Grove Subdivision Phase 2, a Planned Unit Development, Elk Grove Subdivision Phase 3, a Planned Unit Development, and Elk Grove Subdivision Phase 4, a Planned Unit Development, as those plats appear in the records of Gallatin County, Montana, excluding any of the remainder tracts depicted thereon. Without in any way limiting this paragraph, each lot owner of any lot permitted, approved, or otherwise authorized by Gallatin County, Montana as evidenced by the recordation of a Final Plat for Elk Grove Subdivision Phase I, a Planned Unit Development, Elk Grove Subdivision Phase II, a Planned Unit Development; Elk Grove Subdivision Phase III, a Planned Unit Development; and/or Elk Grove Subdivision Phase IV, a Planned Unit Development, shall be deemed an owner of premises benefited by these covenants, and the Elk Grove Homeowners'

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ALLIED LAND TITLE, INC.
106 East Babcock, Ste C, Bozeman, MT 59714

Association, as a representative of such lot owners or as an owner of land, shall also be deemed an owner of premises benefited by these covenants.

3. Conditions, Covenants, and Restrictions. The ownership, possession, and use of all or any part of the Burdened Property shall be regulated and otherwise controlled by the following Condition, Covenants, and Restrictions.

A. The Burdened Property, and all of the buildings, structures, and other improvements that may be erected thereon, shall be maintained in good condition and repair, and shall be kept free of trash and other debris. Without limiting this provision, the fencing on the Burdened Property shall be oiled, stained, or otherwise maintained to preserve the natural wood character of the fencing materials, and such fencing materials shall be replaced as necessary to preserve the integrity of the fence with materials of the same size and type as the existing fence.

B. The Burdened Property shall be landscaped as shown on Exhibit A and such landscaping shall be mowed, trimmed, pruned and otherwise maintained in an attractive and suitable manner.

C. The Burdened Property shall not be possessed or used in any way that creates noises in excess of 20 decibels as measured at any residence or commercial building located on any part of the Benefited Premises, except during times of construction or repair of improvements on or under the Burdened Property. No construction shall occur on any of the Burdened Property before the hour of 6:30 am nor after 6:30 pm on other than weekends and holidays, and not before the hour of 8:30 am nor after 6:30 pm on weekends and holidays.

D. The Burdened Property shall not display any lights visible from any residence or commercial building located on any part of the Benefited Premises.

E. Only buildings or other structures and improvements that are used or useful for the operation of a storage facility may be constructed on the Burdened Premises. No part of any storage unit or facility may be used as a retail business that sells goods or services to the public where the transactions occur on the premises of the burdened property.

F. The height of any building, structure or other improvement constructed on the Burdened Property shall be as low as practicable consistent with the design of the buildings, structures, or improvements to store property of various sizes, but not in any event exceeding a height of 22 feet. All buildings, structures, or other improvements shall be constructed of materials that are durable and resistant to weathering. The colors of the roof, siding, and trim of all such buildings, structures,



or other improvements shall be of different but compatible hues, and only of earth tones.

G. No well for the provision of a water supply shall be drilled on the Burdened Property, nor shall any septic system or other private wastewater treatment system be constructed or located thereon.

H. The Burdened Property shall be fenced, no later than September 15, 2004, with cedar board in a manner and design substantially similar to the fence on adjoining tracts. The fence shall be ten (10) feet high on the north and east property lines, eight (8) feet high on the west property line, and six (6) feet high on the south property line, all as measured from the elevation of the concrete pad underlying the storage facility to the top of the fence exclusive of the posts.

I. The Burdened Property have a non-exclusive easement for ingress and egress from Elk Grove Lane to Utility Lot 4, as that Lane, roadway, and Utility Lot are depicted on the official plat of Elk Grove Subdivision, Phase 1, a Planned Unit Development as said plat appears in the records of Gallatin County, Montana.

J. No part of any building, structure, or other improvement on the Burdened Premises shall be located on or within five feet of the centerline of that water line depicted on Exhibit A hereto.

K. No use shall be made of the Burdened Property that creates a nuisance or that suffers a nuisance to be maintained, or that otherwise interferes unreasonably with the use and enjoyment of any of the Benefited Premises.

4. Binding Effect. The Covenants, Conditions, and Restrictions set forth herein shall run with the land and bind each and all of the owners of all or any part of the Burdened Property, and these Covenants, Conditions, and Restrictions shall likewise run with the land and benefit each and all of the owners of all or any part of the Benefited Premises. If for any reason any of the provisions herein cannot be given effect as a real covenant, then and in that event they shall be construed in such a way that they operate as an equitable servitude upon the affected lands. If for any reason any of the provisions herein cannot be so construed as an equitable servitude, then and in that event each owner of all or any part of the Benefited Property shall be deemed a creditor third party beneficiary of the covenants set forth herein that create any duty for each owner of all or any part of the Burdened Property.

Done this 18th day of August, 2004.



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Page: 4 of 5
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Shelley Vance-Gallatin Co MT MISC 30.00

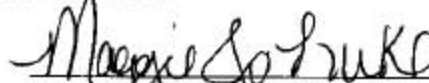
Concinnity, LLC, by


Justin Buchanan, Member

STATE OF MONTANA)
 : SS.
County of Gallatin)

On this 18 day of August, 2004, before me, a Notary Public in and for the State of Montana, personally appeared Justin Buchanan, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of Concinnity, LLC.

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


Notary Public for the State of Montana
Residing at Belgrade
My Commission expires 4.21.2008



