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State of Montana
County of Yellowstone
This instrument was filed in my
office on the 13 day of April, 2006
at 11:18 o'clock a.m.
Liida M. Ladvala
County Clerk - Recorder
By *[Signature]*
Fee \$ 35.00

322349

DECLARATION OF UNIT OWNERSHIP
FOR THE ASPENS ON ROCK CREEK

KIELY CONSTRUCTION, L.L.C., aka Kiely Construction Company LLC, owner of all of the lots described below, 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 and By-Laws of The Aspens on Rock Creek Homeowners Association, the following definitions shall apply:

- (a) "Association" means The Aspens on Rock Creek Homeowners Association, being all the unit owners acting as a group in accordance with this Declaration and duly adopted By-Laws.
- (b) "Building" means a multiple unit building comprising a part of The Aspens on Rock Creek townhome property.
- (c) "Capital Expenses" means the expense of capital improvements to common areas; "capital improvements" are improvements to the common areas not constructed by Developer, e.g., construction of a tennis court or pool or clubhouse or street lights on the common elements.
- (d) "Common Elements" means the general common elements and the limited common elements.
- (e) "Covenants and Restrictions" means the recorded Covenants and Restrictions for The Aspens on Rock Creek and all amendments thereto.
- (f) "Declaration" means this Declaration of Unit Ownership for The Aspens on Rock Creek.
- (g) "Developer" is KIELY CONSTRUCTION, L.L.C. or any person or entity to whom KIELY CONSTRUCTION, L.L.C. 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 who has requested, in writing, that the Association notify it of any proposed action requiring the consent of a specified percentage of eligible mortgage holders.
- (i) "General Common Elements" are defined in Section 6(a) of this Declaration and include expansion land if that land has been subjected to the provisions of this Declaration. Any portion of the project not identified as part of a unit or as a limited common element shall be a general common element.
- (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) "Unit" is defined in section 5 of this Declaration.
- (l) "Unit Owners or Owner" means the person, partnership, LLC or corporation owning a unit, including a contract purchaser if a Notice of Purchaser's Interest is recorded with the Carbon County Clerk and Recorder, and including co-owners. 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 described below 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 By-Laws 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 "The Aspens on Rock Creek", is located in Carbon County, Montana, is owned in fee simple by KIELY CONSTRUCTION, L.L.C., and is more particularly described as follows:

Lot 1 of Island at Rock Creek Subdivision, Phase 1, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, Montana, as Plat No. 1552 AM.

The provisions of this Declaration and the By-Laws of The Aspens on Rock Creek 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 INITIAL PROJECT.

The initial project will consist of a maximum of three (3) buildings, with four (4) townhomes in each building. The planned locations of the buildings are shown on the

site plan, attached hereto as Exhibit "B". The buildings shall be of wood frame construction with a combination of cement fiber and metal siding, concrete foundation, and metal roof. Interior walls are of sheetrock. The floor plans for each unit are shown on attached Exhibit "A", and by this reference are included herein. All townhomes will be two (2) story with a crawl space beneath and an attached one (1) car garage. The dimensions of each unit and the approximate square footage of each unit is indicated on Exhibit "A". Developer does reserve the right and the power to modify or change the plans shown on Exhibits "A" and "B", and to change the location of individual buildings upon the real property described above without consent of any other owner or any lender.

4. CONSTRUCTION OF INITIAL PROJECT.

Developer hereby reserves the right and the power to construct up to twelve (12) townhomes and common area improvements in the initial project upon said property without the consent of any unit owner, mortgagee, or trustee or beneficiary of any trust indenture:

Developer may proceed with construction subject to the following conditions:

- (a) Prior to conveyance of each townhome, Developer shall execute and record an amendment to this Declaration; the Amendment shall include floor plans for the newly constructed townhomes, and a site plan showing the location of said townhome, if different from the plans attached to this Declaration, and the date construction of the townhome was completed.
- (b) From and after the recording date of such amendment, the following consequences shall ensue:
 - (i) The owners of each newly constructed townhome shall have nonexclusive rights to use general common areas to the same extent as the owners of all other completed townhomes.
 - (ii) The owners of each newly completed townhome shall be assessed in accordance with their ownership interest in the common elements. However, no new townhome shall be assessed for, nor shall it have any obligation for debts or deficits of the Association in existence at the effective date of the townhome's first occupancy.
 - (iii) Each townhome 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 townhomes shall be treated as though they had been developed, held, occupied and used by the owners as part of a single, undivided project.
- (c) The newly constructed townhomes shall be similar in materials, style and quality of construction to the existing buildings.

- (d) To facilitate construction 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 elements.
 - (ii) Reserves solely to Developer the power, pursuant to 70-15-301 MCA, to grant utility easements reasonably necessary to the ongoing development, expansion 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 add expansion property to the project, and to construct additional townhomes, on the expansion property, to build a clubhouse or other recreation facility on the expansion property, at the Association's expense, if such capital expense is approved by 75% of the unit owners entitled to vote, to provide that the project has been terminated and no further townhomes will be constructed, to change the location of the buildings on the lot, to add a more complete description of newly constructed townhomes, 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 townhome in accordance with the provisions of this Declaration. Each unit owner, and each holder of a mortgage or trust indenture on a townhome, by acceptance of a deed to the townhome or by recordation of a mortgage or trust indenture on the townhome, shall be deemed to consent to amendment of this Declaration and to grant unto WILLIAM KIELY, his successors and assigns, a limited irrevocable power of attorney to amend this Declaration in accordance with this plan of construction.
- (e) Any liens arising as a result of Developer's ownership of and construction of additional units shall not attach to the interests of existing Unit Owners or those of first mortgagors of existing units.

5. EXPANSION OF PROPERTY.

Developer hereby reserves the right, in Developer's sole discretion, or that of its assigns, to expand The Aspens On Rock Creek project by adding all or part of the following described real property to the project, and constructing up to one hundred twenty (120) additional townhomes and common area improvements upon said property without the consent of any unit owner, mortgagee, or trustee or beneficiary of any

trust indenture:

Tracts A and B of Certificate of Survey 1552 lying in the City of Red Lodge and located in the NE1/4 and the SE1/4 of Section 27, Township 7 South, Range 20 East, P.M.M., Carbon County, Montana.

EXCEPTING therefrom Lots 1, 2 and 3 of Island at Rock Creek Subdivision, Phase 1, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Carbon County, Montana.

The above-described property is hereafter referred to as the expansion property. Developer anticipates that the expansion property may be subdivided before any part of the expansion property is added to this project.

Developer may proceed with expansion subject to the following conditions:

- (a) Developer, or its assigns, may add all or part of the expansion property to the project at any time. Prior to conveyance of the first unit upon any expansion property, Developer shall execute and record an amendment to this Declaration, adding the expansion property to the provisions of this Declaration and submitting the expansion property, or any part of it, to the provisions of the Montana Unit Ownership Act. The Amendment shall include floor plans for the townhomes built upon the expansion property, and a site plan showing the location of said townhomes if different than the plans attached to this Declaration, and shall set forth a reallocation of the percentage of undivided interest of each unit in the common elements. Upon addition of any expansion property, the undivided interest of each unit in the common elements shall be equal to one divided by the total number of completed townhomes in the project at that time.
- (b) From and after the recording date of such amendment, the following consequences shall ensue:
 - (i) The provisions of this Declaration shall be applicable to all of the property included in The Aspens on Rock Creek project and to all persons who use the facilities of the project.
 - (ii) The owners of each expansion townhome shall have nonexclusive rights to use general common areas to the same extent as the owners of all other completed townhomes.
 - (iii) The owners of each new completed expansion townhome shall be assessed in accordance with their ownership interest in the common elements. However, no new townhome shall be assessed for, nor shall it have any obligation for debts or deficits of the Association in existence at the effective date of the townhome's first occupancy, except to the extent such debts are for providing services after the date of first occupancy.
 - (iv) Each townhome 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 townhomes shall be treated as though they had been developed, held, occupied and used by the owners as part of a single, undivided project.

- (c) The townhomes on the expansion lots shall be similar in materials, style, size and quality of construction to the existing townhomes.
- (d) The exterior of the buildings and other improvements upon any part of the expansion property, except landscaping, must be substantially completed prior to addition of that part of the expansion property to The Aspens On Rock Creek project.
- (e) To facilitate expansion of the project, Developer hereby:
- (f) Reserves an easement over and upon common elements for the purpose of access for constructing additional townhomes and common element improvements.
- (g) Reserves solely to Developer the power, pursuant to 70-15-301 MCA, to grant utility easements reasonably necessary to the ongoing development or termination of the project, without approval of any unit owner.
- (h) 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.
- (i) 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 determine the locations on the expansion property of the buildings, to add a more complete description of expansion townhomes and common area improvements, 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 townhome, in accordance with the provisions of this Declaration. Each unit owner, and each holder of a mortgage or trust indenture on a townhome, by acceptance of a deed to the townhome or by recordation of a mortgage or trust indenture on the townhome, shall be deemed to consent to amendment of this Declaration and to grant unto WILLIAM KIELY, his successors and assigns, a limited irrevocable power of attorney to amend this Declaration in accordance with this plan of expansion. Recordation of amendments modifying the percentage of interest in common elements attached to each townhome shall be deemed a conveyance, transferring title in the common elements in accordance with the amendment.
- (j) Any liens arising as a result of Developer's ownership of and construction of additional units shall not attach to the interests of existing Unit Owners or those of first mortgagors of existing units.

6. DESCRIPTION OF UNIT.

Each townhome unit consists of the area bounded by the exterior surfaces of the walls of the building, the soil under the concrete floor, the exterior of the roof, and the common wall between the townhomes in the building, to the center of the common wall separating the townhomes. The land beneath a townhome, and the land beneath the garage, private driveway, walkways and porches, patios or decks serving only one townhome shall be a part of the unit. The private driveway, garage, covered front porch, deck or patio, underground sprinkler system, if any, the air conditioning compressor, if any, and the sidewalk 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 join public utility lines.

7. COMMON ELEMENTS.

(a) The general common elements include the unfenced yard area between, or adjoining units, all landscaping around units, the land upon which the public street is located, the pathway along Rock Creek, the park, waterfall, pond, and other recreation areas and facilities, the underground storm water detention facility, capital improvements, if any, street lights if not leased from Northwest Energy, and all other elements of the project which serve all units, all subject to each unit owner's right to exclusive use of the limited common elements.

(b) Utility lines and pipes which serve two or more units, but not all units, are limited common elements reserved for the use of the units served. Driveway approaches which serve two or more units are limited common areas reserved for the use of the units served.

8. CLUBHOUSE AND RECREATION FACILITIES.

Developer may build a clubhouse and a pool or other recreation facilities on the common areas added as expansion property. The cost of any such recreational facility shall be a capital expense, payable by the Association as a common expense, if approved by 75% of the members entitled to vote. If a clubhouse and/or recreation facilities are built as a part of The Aspens on Rock Creek project, they shall be general common elements, for the use of all owners, and their tenants, family members and guests. The Association shall be responsible for maintenance and repair of the clubhouse and/or recreation facilities, if built, and the costs of such maintenance and repair shall be a common expense. The Association may permit use of those recreation facilities by residents of homes on single family lots in The Island At Rock Creek Subdivision, or by others, for a fee, upon approval of a majority of the unit owners entitled to vote.

9. MEMBERSHIP IN THE ASPENS ON ROCK CREEK HOMEOWNERS ASSOCIATION.

Each unit owner shall be a member of The Aspens on Rock Creek Homeowners Association. All owners, except Developer, shall be Class "A" members. Class "A" membership shall be appurtenant to and may not be separated from ownership of a unit. Class "A" members shall be entitled to one vote for each unit owned. When more than one person owns 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 a single unit by Class "A" members.

Developer shall be a Class "B" member, and shall have five votes for each unit owned by it, including units which have not yet been built and including expansion units not yet added to the project.

10. OWNERSHIP.

Each unit, an appurtenant undivided interest in the common elements, the use of limited common elements reserved for that unit, 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 Aspens on Rock Creek Homeowners Association.

The undivided interest in the common elements appurtenant to the initial units shall be 1/12 each. If the project is expanded, the percentage of undivided interest of each townhome in the common elements shall be equal to one divided by the total number of units in the project at the time of expansion.

11. USE.

The primary use for which each unit is intended is that of a residential dwelling. Additional restrictions on use are set forth in the Covenants and Restrictions for the Aspens on Rock Creek, and in the Island at Rock Creek Subdivision Declaration of Restrictions, Covenants and Conditions, as both are amended or supplemented from time to time.

12. 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 ownership interest in the common elements:

to the common areas as a common expense.

14. COVENANT TO PAY MAINTENANCE ASSESSMENTS.

Assessments shall be made by the Association for all common expenses described above or described elsewhere in this Declaration or the Bylaws or Covenants and Restrictions 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 that unit. 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, are deemed to covenant and agree to pay to The Aspens on Rock Creek Homeowners Association all regular 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 units under construction or units not yet built.

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 common expenses or assessments chargeable to such unit which became due prior to the foreclosure sale described above unless expressly assumed by them.

15. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS.

All unpaid sums assessed by the Association for common expenses chargeable to any unit, together with interest, late payment fees, collection costs, costs of suit or arbitration 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. During any such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rent.

Each assessment, together with interest, late payment fees, collection costs and costs of suit or arbitration, 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 or arbitration proceeding 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.

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 and may be added to the next regular assessment for that unit.

Such costs shall be a lien on the unit of the non-paying owner and, if unpaid, the lien may be foreclosed in the same manner as a lien for unpaid common expenses.

16. PROCESS.

Service of process in the cases provided for in Section 70-23-901, Montana Code Annotated, shall be made upon HENRY P. MARTIN of 501 North Hauser, Red Lodge, Montana 59068. This provision may be amended in the manner provided in Section 70-23-902, MCA.

17. RIGHTS AND OBLIGATIONS OF DEVELOPER.

For each completed 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 the Association, the Covenants and Restrictions, and Montana law.

18. PAYMENTS BY DEVELOPER.

Until all units are built and sold, Developer shall pay the real property taxes for 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.

19. 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 units 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 a building shall be burdened with an easement of structural support for the benefit of the other unit(s) in that building.
- (d) Easements through the units and common elements for all facilities necessary to furnish utility services to any building or the common area, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided that the easements for such facilities through a unit 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.

20. GRANT OF EASEMENTS FOR SERVICES.

The undersigned hereby grants an easement over and across the common elements and the driveways and sidewalks 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 and for snow removal.

21. UNITS SUBJECT TO DECLARATION, BYLAWS, RULES AND REGULATIONS, AND COVENANTS AND RESTRICTIONS.

All present and future owners of units shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws, the Covenants and Restrictions, and Rules and Regulations adopted by the Association, as these instruments may be amended from time to time. The execution of a purchase contract 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 ensuring compliance by their tenants, family members, other occupants of their unit and their guests. The provisions of this Declaration and the Bylaws, the Covenants and Restrictions, and Rules and Regulations adopted by the 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.

22. 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, the Covenants and Restrictions, 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, the Covenants and Restrictions, 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.

23. ARBITRATION AND RIGHTS OF ACTION.

The Association and any aggrieved unit owner shall have the right to binding arbitration and the right to maintain an action for specific performance to compel arbitration or enforce a decision of an arbitrator against any unit owner or the Association for failure to comply with the provisions of this Declaration, the Bylaws of the Association, the Covenants and Restrictions, or any Rules and Regulations adopted by the Association, except for claims of non-payment of assessments by any owner and foreclosure of the lien for unpaid assessments or fines, which claims shall be enforced by a Court action.

The prevailing party in any such action and in binding arbitration shall be entitled to recover its costs and attorney fees actually incurred from the losing party. In addition, the Association shall be entitled to recover from any owner violating the provisions of this Declaration, the Bylaws of the Association, the Covenants and Restrictions, or the Rules and Regulations duly adopted by the Association, including failure to pay assessments when due, all costs and attorney fees incurred in compelling compliance without filing for arbitration or bringing a court action. Owners shall be responsible for non-compliance by their tenants, unless the tenant has been designated as the owner pursuant to 70-23-102(16) MCA, and for non-compliance by members of the owner's family.

24. EMINENT DOMAIN.

(a) If 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 that owner's unit, including that owner's interest in the common elements, whether or not any common elements are actually taken. Thereafter, the unit owner shall be divested of his or her 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. 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.

25. NOTICE TO HOLDERS, GUARANTORS AND INSURERS OF MORTGAGES ON UNITS.

Upon written request from an eligible 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 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 sixty (60) days; and
- (d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

26. AMENDMENT.

Prior to completion of construction by Developer, including construction of a building on the expansion property, Developer reserves the right to amend this Declaration, and any subsequently recorded Declaration, as provided in Sections 3, 4 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 WILLIAM KIELY, as representative of Developer, an irrevocable limited power of attorney, to execute, acknowledge and record such amendments. Recordation of amendments modifying the percentage of interest in common elements attached to each townhome or adding expansion property to the project, shall be deemed a conveyance, transferring title in the common elements in accordance with the amendment.

Except as otherwise provided in this Declaration, the provisions of this Declaration shall be amended only by affirmative vote of 90% of the Class "A" members entitled to vote; if a unit has more than one owner, only one owner of that unit need consent. No such amendment shall be effective prior to completion of

construction of all units, including expansion units, unless also approved by Developer. A change in any of the following must also be approved by all eligible mortgage holders on units subject to mortgages held by eligible mortgage holders:

- (a) Voting rights;
- (b) Responsibility for maintenance and repairs;
- (c) Reallocation of interests in general or limited common areas or rights to their use other than as set forth in this Declaration;
- (d) Redefinition of any unit boundaries for completed units after conveyance by Developer;
- (e) Conversion of units to common areas or vice versa, other than as provided in this Declaration;
- (f) Expansion or contraction of the project, or the addition or withdrawal of property to or from the project, other than as provided in this Declaration;
- (g) Additional restrictions on leasing of units;
- (h) Imposition of restrictions on an owner's right to sell that owner's unit; and
- (i) Restoration or repair of the project in a manner other than as provided in this Declaration.

All amendments to the Declaration shall be recorded in the office of the Carbon County Clerk and Recorder, Red Lodge, Montana, and no amendment will be effective until it is recorded.

27. WARRANTY.

Developer has and will subcontract all of the construction work on the project to other builders. 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 on appliances, materials, fixtures and equipment, and the two (2) year warranties given by the subcontractors who construct the buildings and common area improvements.

Any owner or director having a potential claim under a subcontractor's warranty must notify both Developer and the subcontractor, in writing, within thirty (30) days after discovery of the problem which the owner believes is covered by a warranty.

Copies of all warranties will be given to the Secretary of the Association, to be kept in the records of the Association.

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 PARTICULAR PURPOSE, AND HABITABILITY, ARE EXPRESSLY DISCLAIMED AND DO NOT APPLY.

DATED this 12th day of April, 2006.

KIELY CONSTRUCTION, L.L.C.,
aka Kiely Construction Company LLC

By: [Signature]
Its: Member

STATE OF MONTANA)
County of Carbon) ss.

On this 12th day of April, 2006,
before me, the undersigned, a Notary Public for the State of Montana, personally
appeared WILLIAM F. KIELY
KIELY CONSTRUCTION, L.L.C., aka Kiely Construction Company LLC.

[Signature]
PATRICIA M. WALLI
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires Jan 6, 2010



CONSENT OF LENDER

The undersigned Beneficiary of a Trust Indenture on the above-described real property hereby consents to conversion of said property and the improvements therein to homes and to the recordation of this Declaration of Unit Ownership.

BANK OF JOLIET A BRANCH OF THE
BANK OF BRIDGER

By: [Signature]
its PRESIDENT

"LENDER"

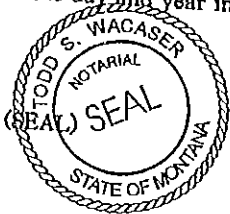
STATE OF MONTANA

County of Carbon

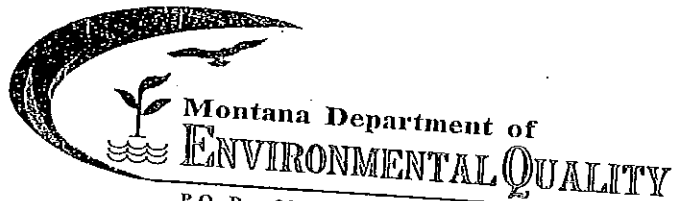
)
; ss.
)

On this 12th day of April, 2006,
before me, the undersigned, a Notary Public for the State of _____, personally
appeared Paul Langemeier, known to me to be the
President of BANK OF JOLIET A BRANCH OF THE BANK OF
BRIDGER the corporation that executed the within instrument, and acknowledged to
me to be the person who executed the within instrument on behalf of the corporation
therein named and acknowledged to me that such corporation executed the same.

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



[Signature]
LODD S WACASER
(with or type name of notary)
Notary Public for the State of Montana
Residing at Red Lodge, Montana
My Commission Expires 06/13, 2009.



P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov
January 19, 2006

Brian Schweitzer, Governor

Bruce E McKee PE
McKee Engineering PC
HC 49 Box 3035A
Red Lodge MT 59068

RE: Lot 1, Island at Rock Creek, Phase 1
Carbon County
E.Q. #06-1543

Dear Mr Bruce E McKee PE:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

Shari M. Davis

for Steve Kilbreath, Supervisor
Subdivision Review Section

SK/smd

cc: County Sanitarian
County Planning Board

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

TO: County Clerk and Recorder
Carbon County
Red Lodge, Montana

E.Q. #06-1543

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Lot 1, Island at Rock Creek, Phase I

lying in portions of Tracts A and B of Certificate of Survey No. 1552 and Survey to expunge the existing boundary lines of Tract B Certificate of Survey No. 1552 lying in the City of Red Lodge and located in the NE1/4 and SE1/4 of Section 27, T.7S., R.20E., P.M.M., Carbon County, Montana

consisting of 3 lots have been reviewed by personnel of the Permitting and Compliance Division, (Only Lot 1 was reviewed at this time. Lot 3 is a public park and is exempt from review, Lot 2 was previously approved under a Municipal Facilities Exemption, E.Q. #05-1051) 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 the approval of the Plat is made with the understanding that the following conditions shall be met:

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

THAT Lot 1 shall be used for 3 condominium buildings (12 units total), and,

THAT the public water supply system and public sewage treatment system will be provided by the City of Red Lodge, and,

THAT construction of the extension to the public water system shall consist of approximately 320 lineal feet of 2-inch Type K copper water main, and appurtenances, and,

THAT construction of the extension to the public sewer system shall consist of approximately 356 lineal feet of 6-inch SDR 35 PVC sewer main, 4 cleanouts, and appurtenances, and,

THAT construction of the extension to the public water and public sewer systems shall be completed in accordance with the latest edition of the Montana Public Works Standard Specifications, and in accordance with plans submitted by Bruce E. McKee, P.E., registration number 5137E, received by the Department on January 18, 2006, and,

Page 2
Lot 1, Island at Rock Creek, Phase 1
Carbon County
E.Q. #06-1543

THAT stormwater runoff detention swales shall be constructed in accordance with the plans submitted by Bruce E. McKee, P.E., registration number 5137E, received by the Department on November 29, 2005, and,

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

THAT the developer and/or owner of record shall provide the purchaser of property with a copy of the Plat, and a copy of this document, and,

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

THAT construction will be completed within three years of the approval date. If more than three years elapse before completing construction, plans and specifications must be resubmitted and approved before construction begins. This three-year expiration period does not extend any compliance schedule requirements associated with a Department enforcement action against a public water or sewage system, and,

THAT an operation and maintenance manual will be provided for the public water and sewer systems, 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 departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapter 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.

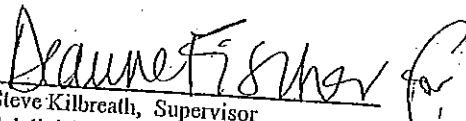
Page 3
Lot 1, Island at Rock Creek, Phase 1
Carbon County
E.Q. #06-1543

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local health officer having jurisdiction, before filing a subdivision plat with the county clerk and recorder.

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

DATED this 19th day of January, 2006

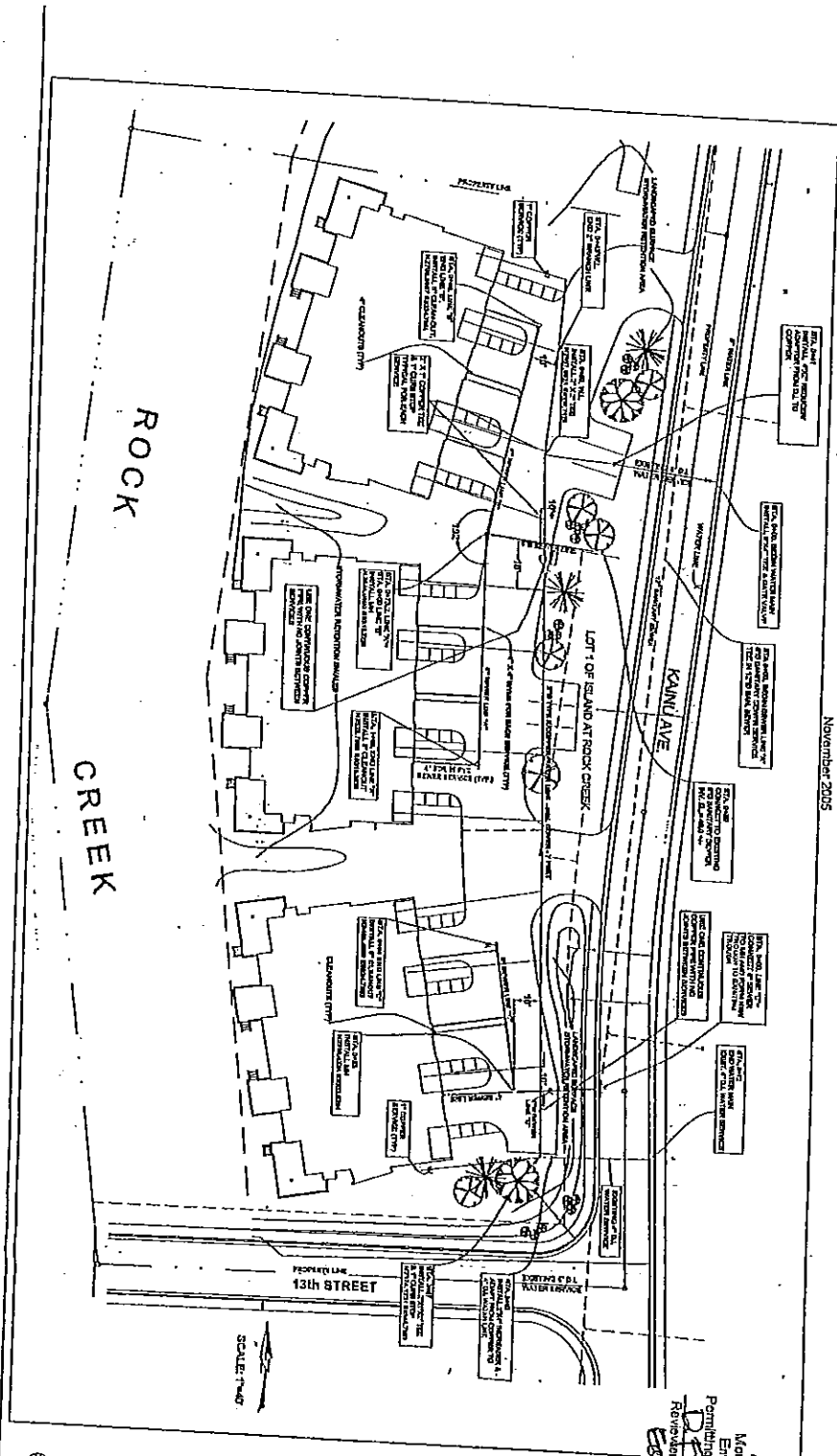
RICHARD OPPER
DIRECTOR

By: 
Steve Kilbreath, Supervisor
Subdivision Review Section
Public Water and Subdivisions Section
Permitting and Compliance Division
Department of Environmental Quality

Owner's Name: William Kiely, Kiely Construction, LLC

LOT LAYOUT
LOT 1 PHASE 1 ISLAND AT ROCK CREEK CONDOMINIUM DEVELOPMENT
PLAT NO. 1552 AM, 2.39 ACRES LYING IN SE 1/4 SEC. 27, T7S R20E, PMM
RED LODGE, CARBON COUNTY, MONTANA

Landowner: Kaly Construction Company, LLC
 November 2005



APPROVED
 Montana Department of
 Environmental Quality
 Permitting and Compliance Division
 Reviewer: *[Signature]*
 Date: 11-18-05
 EID # 06-1543

RECEIVED
 NOV 29 2005
 MT DEQ PUBLIC WATER
 & SUBDIVISIONS SURSDAU

CERTIFICATE

The undersigned, being the duly authorized agent of the Department of Revenue of the State of Montana, within the County of Carbon, herewith executes the following certificate relating to THE ASPENS ON ROCK CRBEK situated on the following described real property:

A portion of the following described property:

Tract A of Certificate of Survey No. 1552, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, Under Document No. 256176.

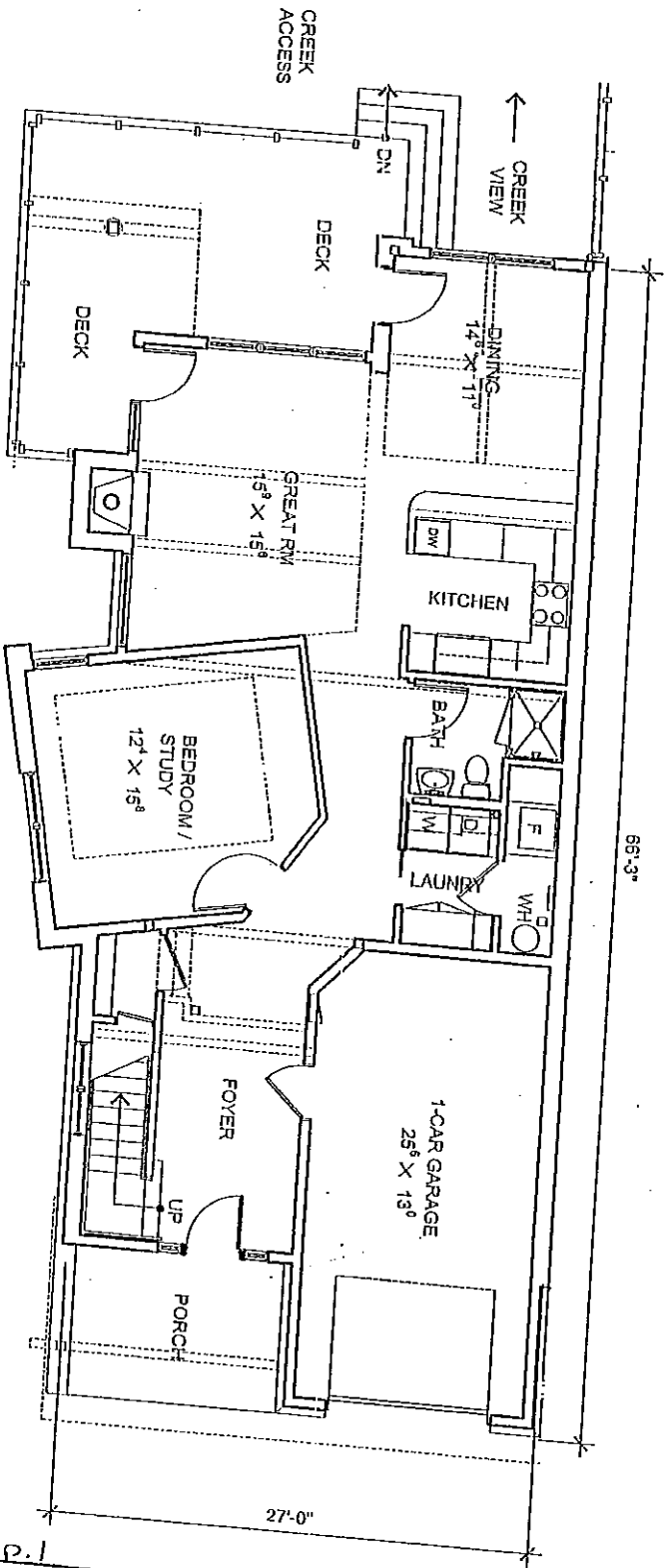
The undersigned herewith certifies that:

1. The name "THE ASPENS ON ROCK CRBEK" 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 18 day of July, 2005.

MONTANA DEPARTMENT OF REVENUE

By: Valerie Shashow
PVS



A UNIT A: GROUND FLOOR
1/8" = 1'-0"

KEY PLAN:



DECK/PORCH AREA:

UNIT A	SF
GF	430
2F	200
TOTAL:	630

UNIT DESCRIPTION:

BEDROOMS:	3
BATHS:	3 FULL
GARAGE:	1-CAR
CREEK-SIDE DECKS:	3
GAS FIREPLACES:	2

AREA:

UNIT A	SF
GF	1,299
2F	996
TOTAL LIVING:	2,295
GARAGE GROSS:	351
	2,646

EXHIBIT A - P.1

PROJECT:
The Aspens at Rock Creek
LOCATION:
Phase 1 - Building 1
Kalnu Avenue, Red Lodge, Montana
PREPARED FOR:
Klely Construction

COLLABORATIVE
DESIGN
ARCHITECTS

2250 GRANT ROAD • SUITE G • RED LODGE, MONTANA

UNIT A.
GROUND FLOOR
PLAN
A-1

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A UNIT A SECOND FLOOR
1/8" = 1'-0"

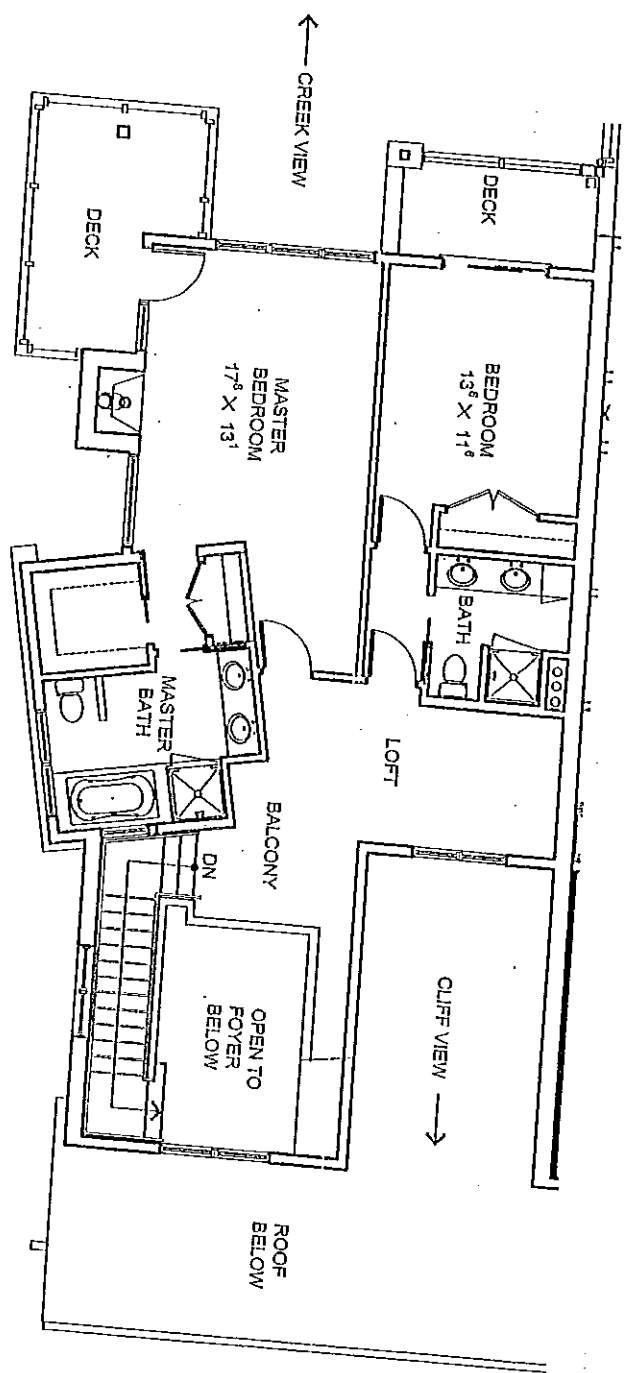
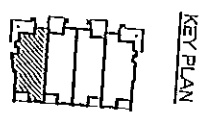


EXHIBIT A P. 2

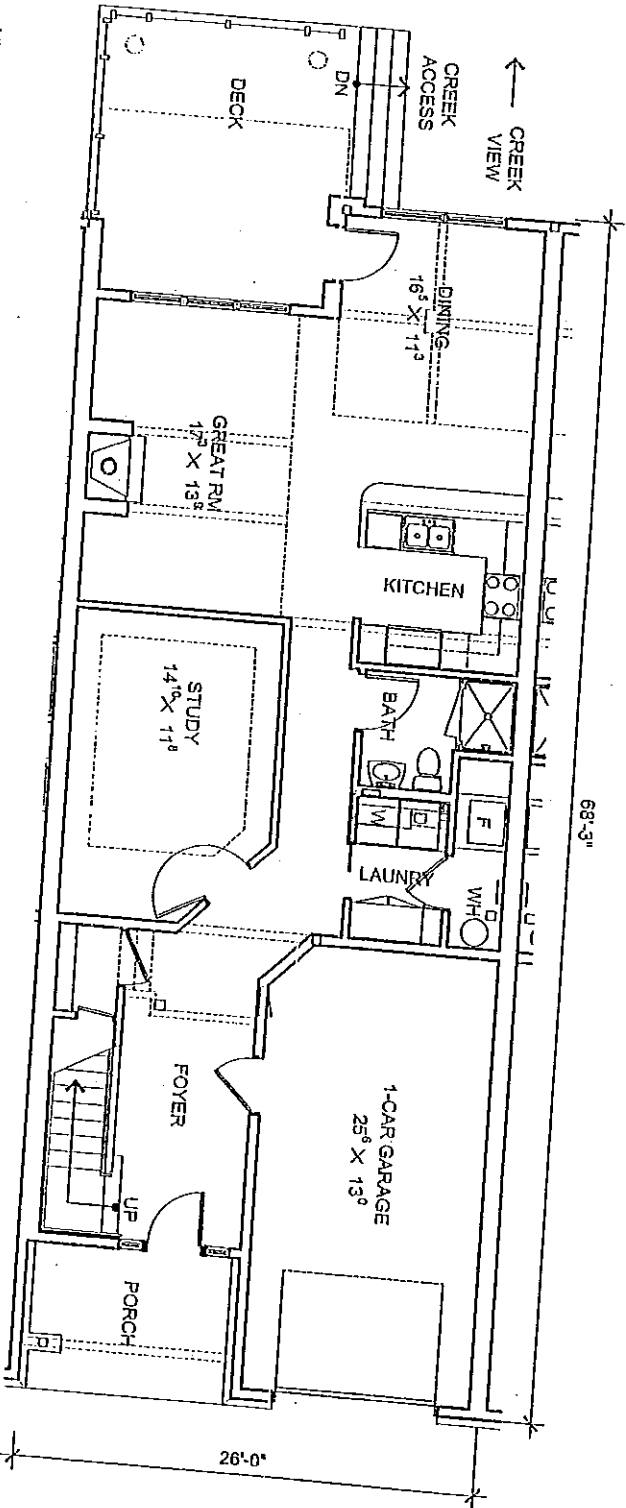
A-2

UNIT A	GROUND FLOOR PLAN
DATE	04/27
DESIGNED BY	J.C. HENNINGSON
CHECKED BY	W.H. HENNINGSON
DATE	04/27
SCALE	1/8" = 1'-0"
TITLE	UNIT A SECOND FLOOR

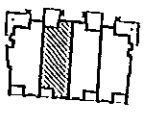
PROJECT:
The Aspens at Rock Creek
LOCATION:
Phase 1 - Building 1
Kalnu Avenue, Red Lodge, Montana
PREPARED FOR:
Klely Construction

COLLABORATIVE DESIGN ARCHITECTS
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SYSTEM, WITHOUT THE
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ARCHITECTS



A UNIT B: GROUND FLOOR
1/8" = 1'-0"



KEY PLAN

DECK/PORCH AREA:

UNIT B	SF
GF	327
2F	219
TOTAL:	546

UNIT DESCRIPTION:

BEDROOMS:	3
BATHS:	1
GARAGE:	1-CAR
CREEK-SIDE DECKS:	3
GAS FIREPLACES:	2

AREA:

UNIT B	SF
GF	1,246
2F	1,226
TOTAL LIVING:	2,472
GARAGE	349
GROSS:	2,821

EXHIBIT A, P. 3

PROJECT: The Aspens at Rock Creek
LOCATION: Phase 1 - Building 1
 Kainu Avenue, Red Lodge, Montana
PREPARED FOR: Kely Construction

DATE: 04/27

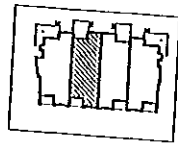
UNIT B:
GROUND FLOOR
PLAN

B-1

COLLABORATIVE DESIGN ARCHITECTS

2240 GRAFF ROAD • SUITE 100 • RED LODGE, MONTANA 59068

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KEY PLAN

A
UNIT B: SECOND FLOOR
1/8" = 1'-0"

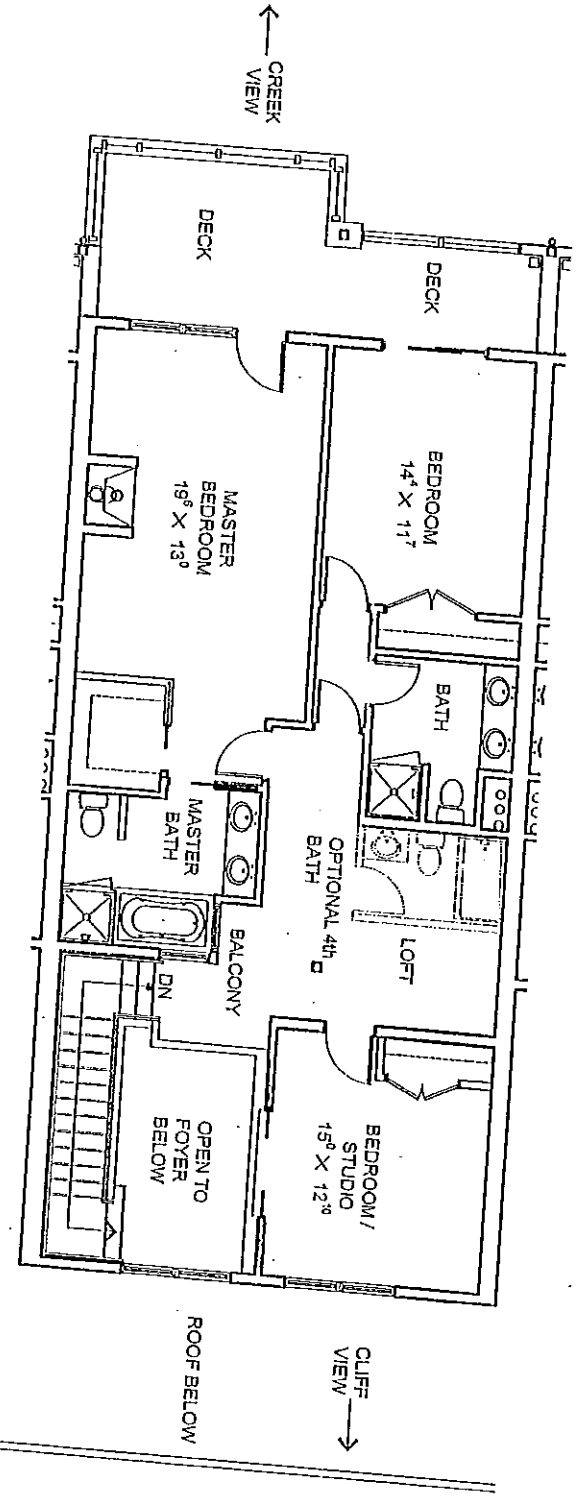


EXHIBIT A, P. 4

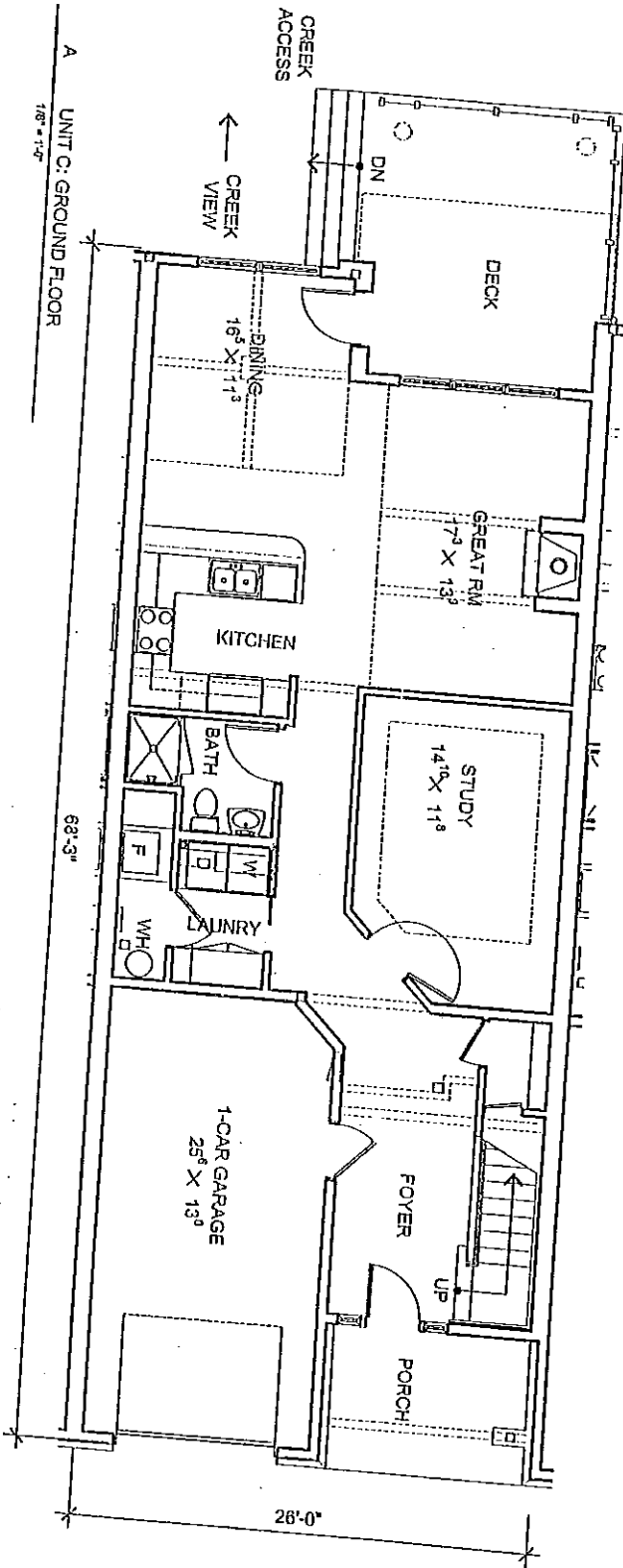
B-2

UNIT B
SECOND FLOOR
PLAN

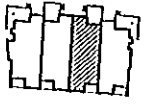
DATE	04/27
SCALE	1/8" = 1'-0"
PROJECT	The Aspens at Rock Creek
LOCATION	Phase 1 - Building 1 Kalnu Avenue, Red Lodge, Montana
PREPARED FOR	Kiely Construction

COLLABORATIVE
DESIGN
ARCHITECTS

2220 GRANITE ROAD, SUITE 100
RED LODGE, MONTANA 59068
PHONE: (406) 453-1111
FAX: (406) 453-1112
WWW.CDA-ARCHITECTS.COM



KEY PLAN



DECK/PORCH AREA:

UNIT C	GF	327
	2F	219
TOTAL:		546

UNIT DESCRIPTION:

- BEDROOMS: 2
- BATHS: 3 FULL
- GARAGE: 1-CAR
- CREEK-SIDE DECKS: 3
- GAS FIREPLACES: 2

AREA:

UNIT C	GF	1246
	2F	975
TOTAL LIVING:		2221
GARAGE		349
GROSS:		2570

EXHIBIT A, P. 5

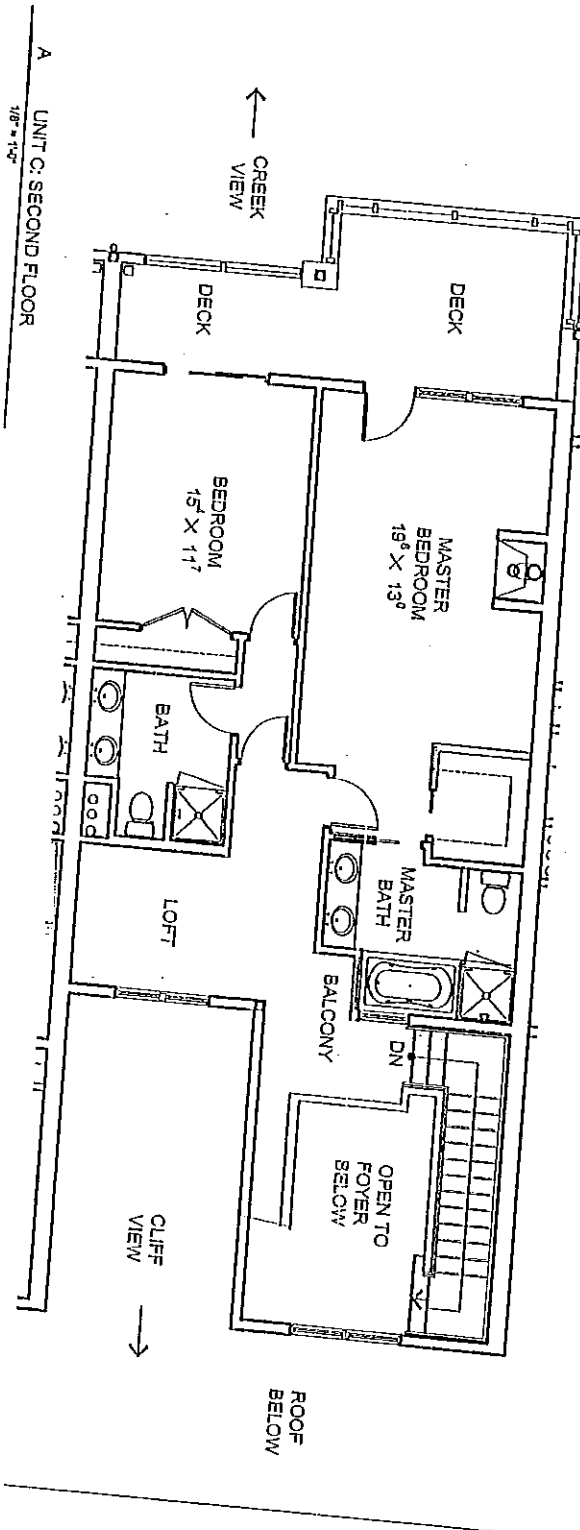
C-1

PROJECT:	The Aspens at Rock Creek
LOCATION:	Phase 1 - Building 1 Kahlu Avenue, Red Lodge, Montana
PREPARED FOR:	Kiely Construction
DATE:	
SCALE:	
BY:	
CHECKED:	
DATE:	

COLLABORATIVE DESIGN ARCHITECTS

2260 CRAIG ROAD • SUITE C • PO BOX 60167

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KEY PLAN

A UNIT C, SECOND FLOOR
1/8" = 1'-0"

EXHIBIT A, P. 6

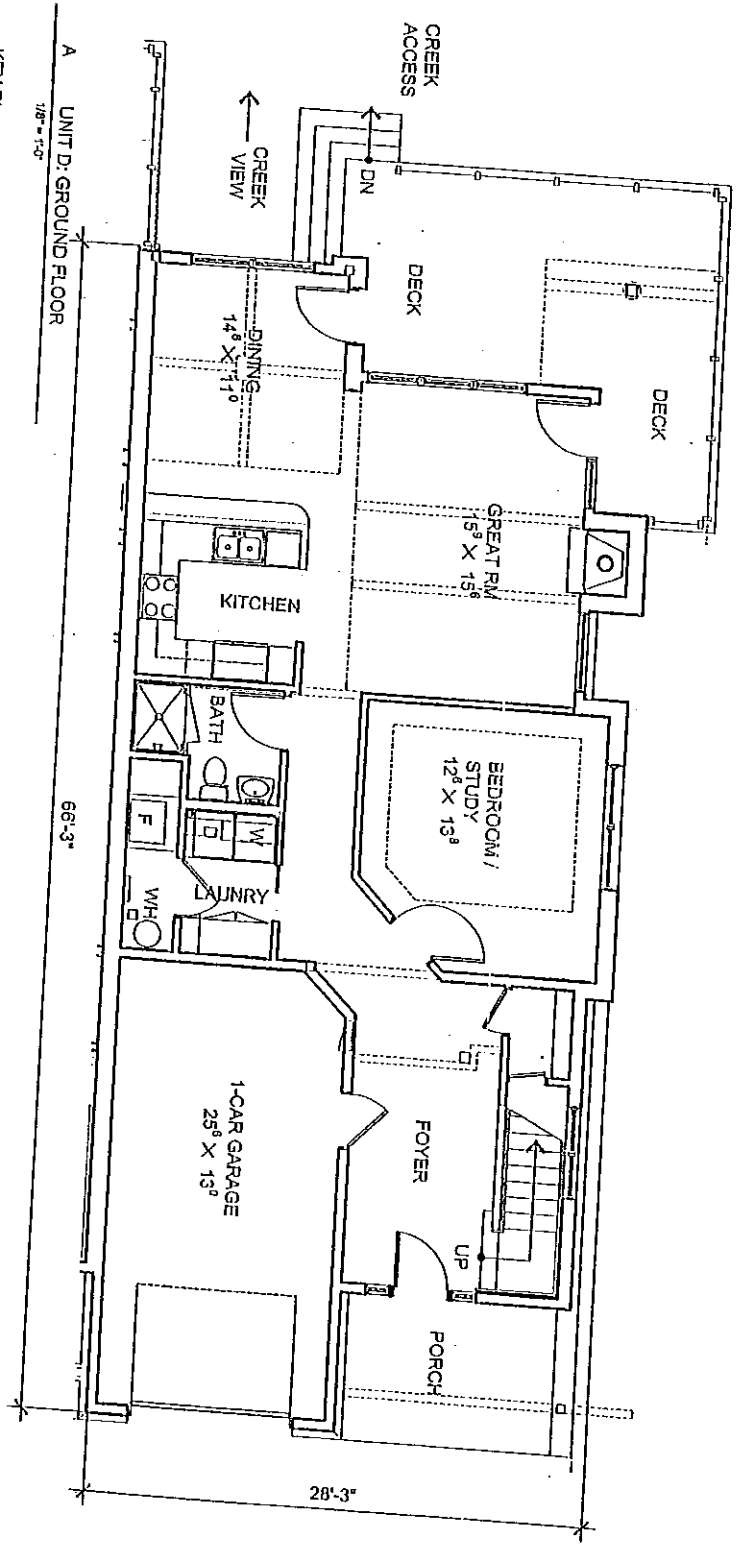
C-2

UNIT C
SECOND FLOOR
PLAN

DATE	04-27
BY	MD
CHECKED BY	MD
SCALE	AS SHOWN
TITLE	UNIT C SECOND FLOOR PLAN

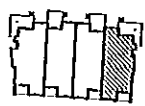
PROJECT: The Aspens at Rock Creek
 LOCATION: Phase 1 - Building 1
 Kainu Avenue, Red Lodge, Montana
 PREPARED FOR: Kieley Construction

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 2283 GRAUIT ROAD • SUITE C • RED LODGE, MONTANA 59701
 TEL: 406.233.1111 FAX: 406.233.1112
 WWW.CDA-ARCHITECTS.COM



A
UNIT D: GROUND FLOOR
1/8" = 1'-0"

KEY PLAN:



DECK/PORCH AREA:

UNIT D	SF
GF	430
2F	200
TOTAL:	630

UNIT DESCRIPTION:

BEDROOMS:	3
BATHS:	3 FULL
GARAGE:	1-CAR
CREEK-SIDE DECKS:	3
GAS FIREPLACES:	2

AREA:

UNIT D	SF
GF	1,262
2F	955
TOTAL LIVING:	2,217
GARAGE GROSS:	351
TOTAL:	2,568

EXHIBIT A, P. 7

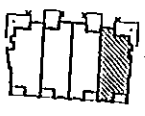
D-1

PROJECT:	The Aspens at Rock Creek
LOCATION:	Phase 1 - Building 1 Kelnu Avenue, Red Lodge, Montana
PREPARED FOR:	Kiely Construction
DATE:	
SCALE:	
BY:	
CHECKED:	
APPROVED:	
UNIT D GROUND FLOOR PLAN	

**COLLABORATIVE
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ARCHITECTS**

2280 GRAJIT ROAD • SUITE G • PO BOX 1000

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A
UNIT D: SECOND FLOOR
1/8" = 1'-0"

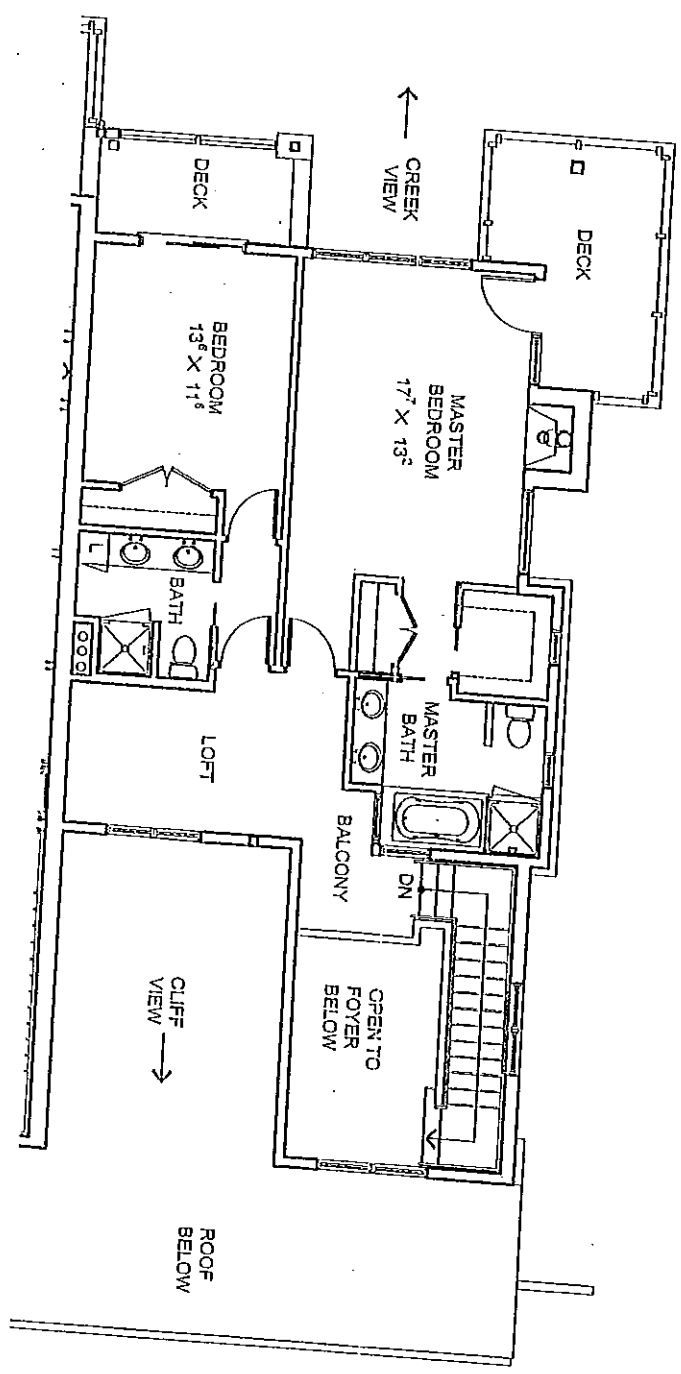


EXHIBIT A, P. 8

D-2

UNIT D
SECOND FLOOR
PLAN

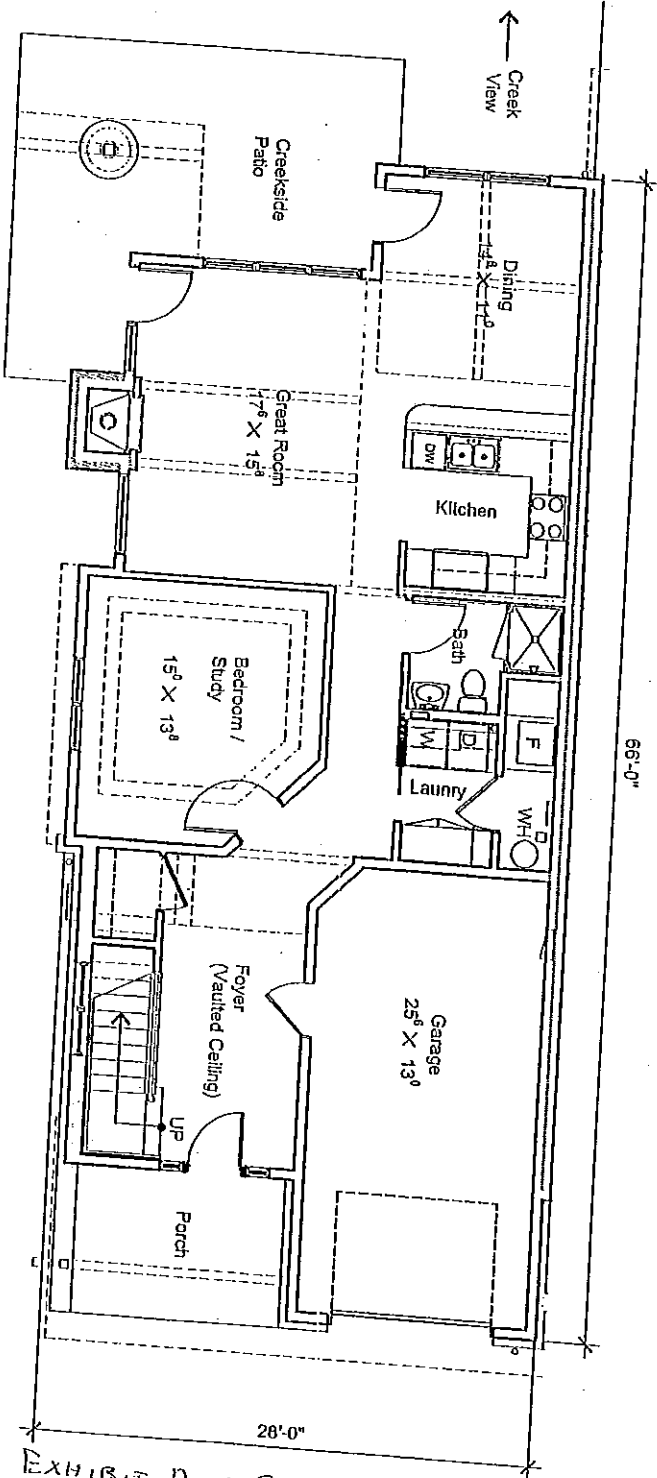
DATE	04/27
REVISION	
BY	
CHKD	
APP'D	
TITLE	SECOND FLOOR PLAN

PROJECT:
The Aspens at Rock Creek
LOCATION:
Phase 1 - Building 1
Kalinu Avenue, Red Lodge, Montana
PREPARED FOR:
Klely Construction

COLLABORATIVE
DESIGN
ARCHITECTS

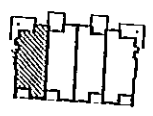
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A UNIT A: GROUND FLOOR
1/8" = 1'-0"

KEY PLAN:



DECK/PORCH AREA:

UNIT A	SF
Ground Floor	417
Second Floor	200
Total:	630

UNIT DESCRIPTION:

BEDROOMS:	3
BATHS:	1-FULL
GARAGE:	1-CAR
CREEK-SIDE DECKS:	3
GAS FIREPLACES:	2

AREA:

UNIT A	SF
Ground Floor	1,253
Second Floor	961
Total Living Area:	2,214
Garage:	351
Gross Area:	2,565

EXHIBIT A, P. 9

PROJECT: Island at Rock Creek
 LOCATION: Phase 1 - Building 2
 Kainu Avenue, Red Lodge, Montana
 PREPARED FOR: Kately Construction

DATE:	1/20/11
BY:	WJH
CHECKED:	WJH
SCALE:	AS SHOWN
PROJECT:	ISLAND AT ROCK CREEK
PHASE:	PHASE 1 - BUILDING 2
UNIT:	UNIT A
FLOOR:	GROUND FLOOR
PLAN:	PLAN

A-1

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KEY PLAN

A UNIT A SECOND FLOOR
1/8" = 1'-0"

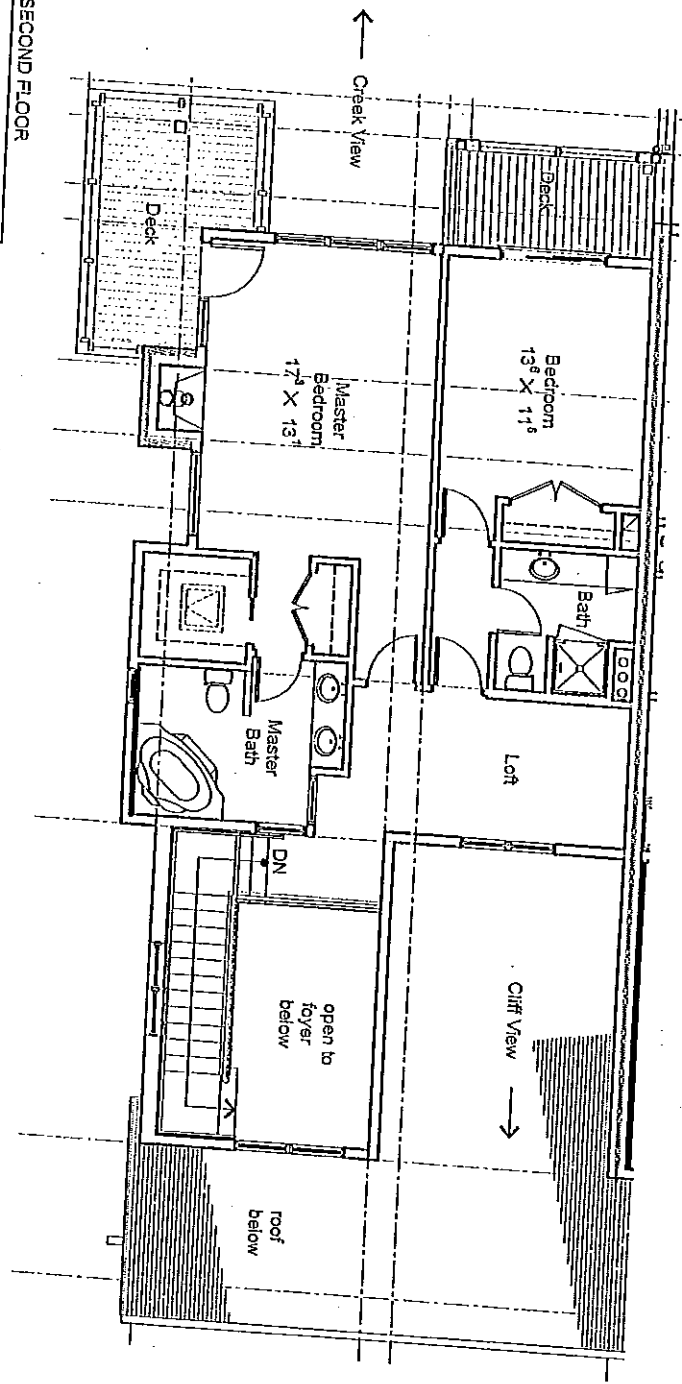


EXHIBIT A, p. 10

A-2

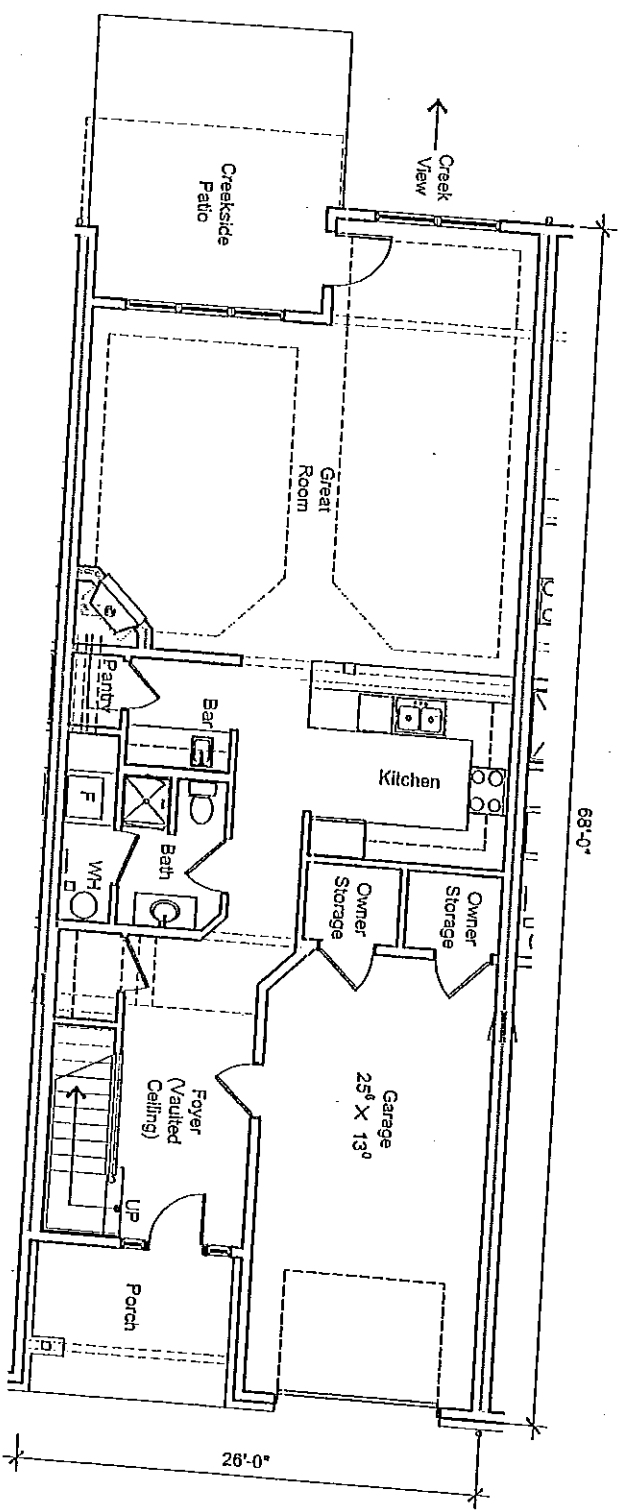
PROJECT:	Island at Rock Creek
LOCATION:	Phase 1 - Building 2 Kalmu Avenue, Red Lodge, Montana
PREPARED FOR:	Klely Construction
DATE:	
BY:	
CHECKED BY:	
APPROVED BY:	
SCALE:	

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ARCHITECTS
C/M

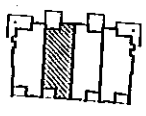
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ARCHITECTS, C/M

UNIT B: GROUND FLOOR
1/8" = 1'-0"



KEY PLAN



DECK/PORCH AREA:

UNIT B	
Ground Floor	315
Second Floor	219
Total:	534

UNIT DESCRIPTION:

BEDROOMS:	3
BATHS:	3
GARAGE:	1-CAR
CREEK-SIDE DECKS:	3
GAS FIREPLACES:	2

AREA:

UNIT B	
Ground Floor	1,244
Second Floor	1,282
Total Living Area:	2,526
Garage	349
Gross Area:	2,875

EXHIBIT A, P. 11

B-1

Bldg 2 UNIT B
GROUND FLOOR
PLAN

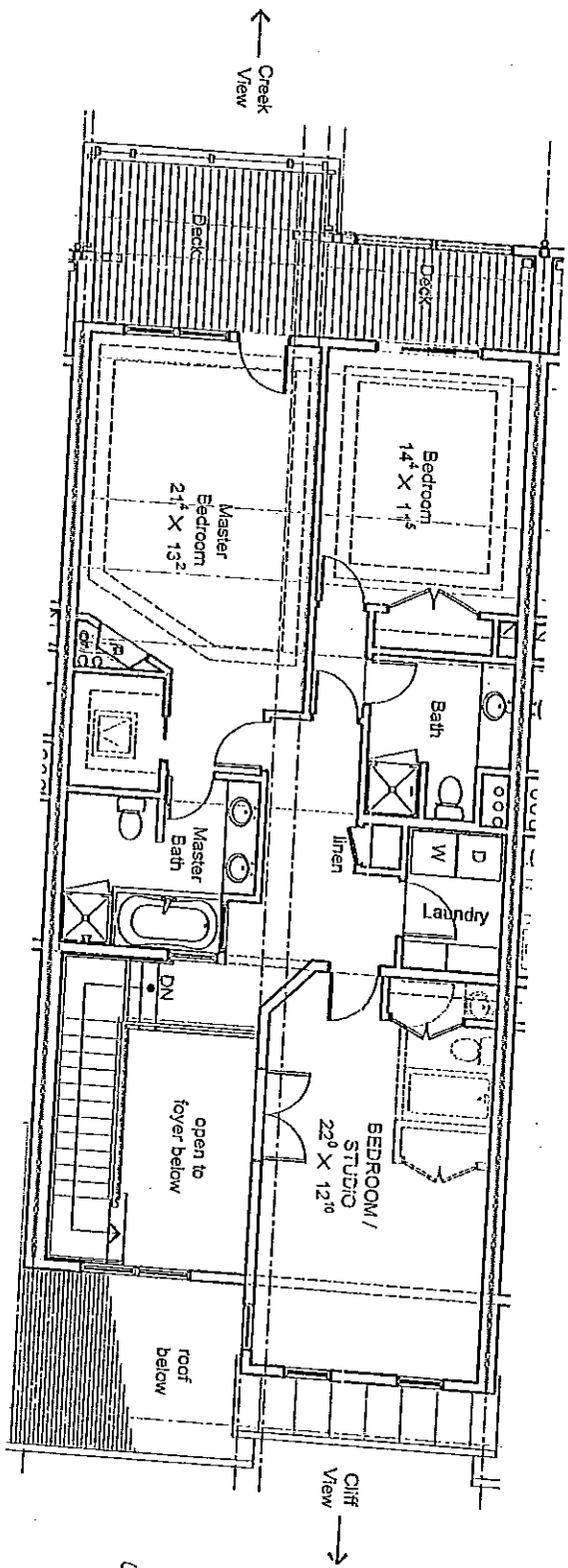
DATE:	01/27
SCALE:	1/8" = 1'-0"
BY:	USADIG
CHECKED:	
DATE:	

PROJECT: Island at Rock Creek
LOCATION: Phase 1 - Building 2
Kainu Avenue, Red Lodge, Montana
PREPARED FOR: Kieley Construction

COLLABORATIVE DESIGN ARCHITECTS
CDA

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A UNIT B: SECOND FLOOR
1/8" = 1'-0"

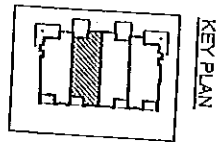


EXHIBIT A, P. 12

PROJECT: Island at Rock Creek
 LOCATION: Phase 1 - Building 2
 Kainu Avenue, Red Lodge, Montana
 PREPARED FOR: Kiaty Construction

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 SCALE: 1/8" = 1'-0"

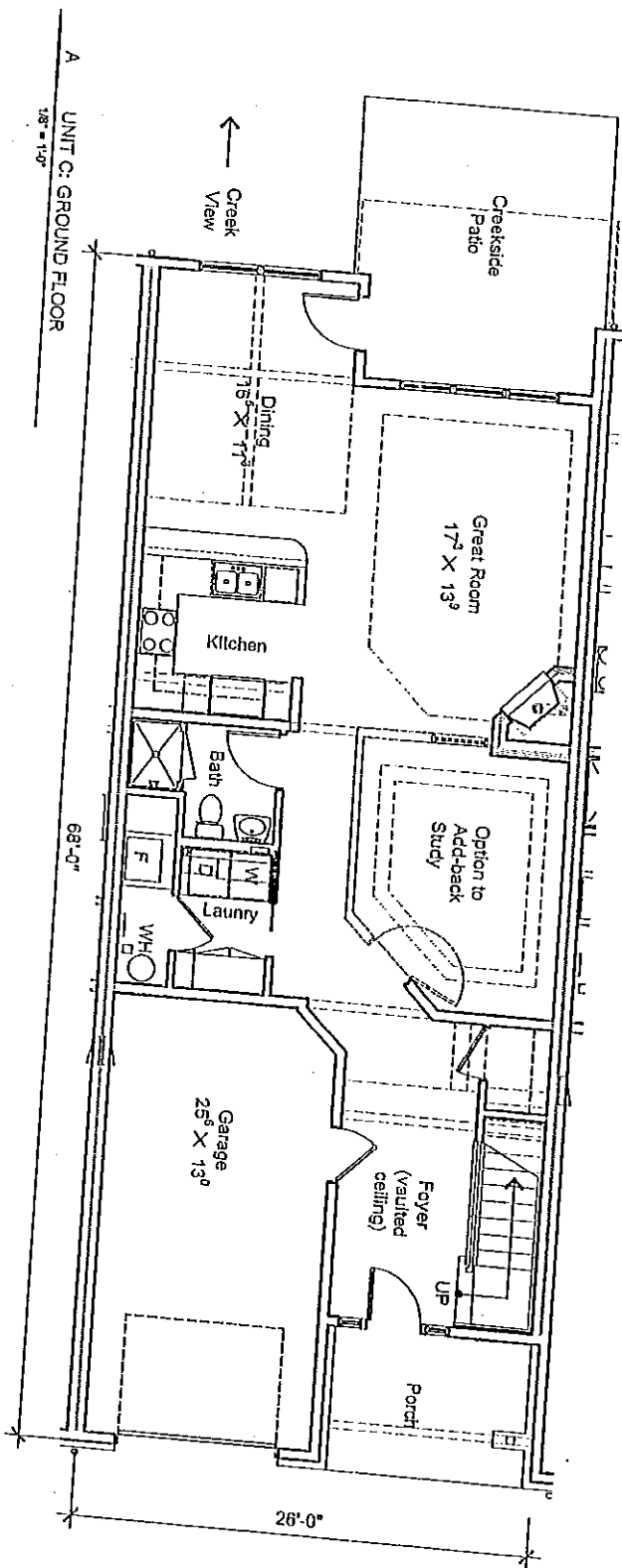
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B-2

BLDG 2 UNIT B
 SECOND FLOOR
 PLAN



KEY PLAN

DECK/PORCH AREA:

UNIT C	SF
Ground Floor	315
Second Floor	219
Total:	534

UNIT DESCRIPTION:

BEDROOMS:	3 FULL
BATHS:	3
GARAGE:	1-CAR
CREEK-SIDE DECKS:	3
GAS FIREPLACES:	2

AREA:

UNIT C	SF
Ground Floor	1,244
Second Floor	1,210
Total Living Area:	2,454
Garage	349
Gross Area:	2,803

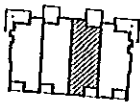
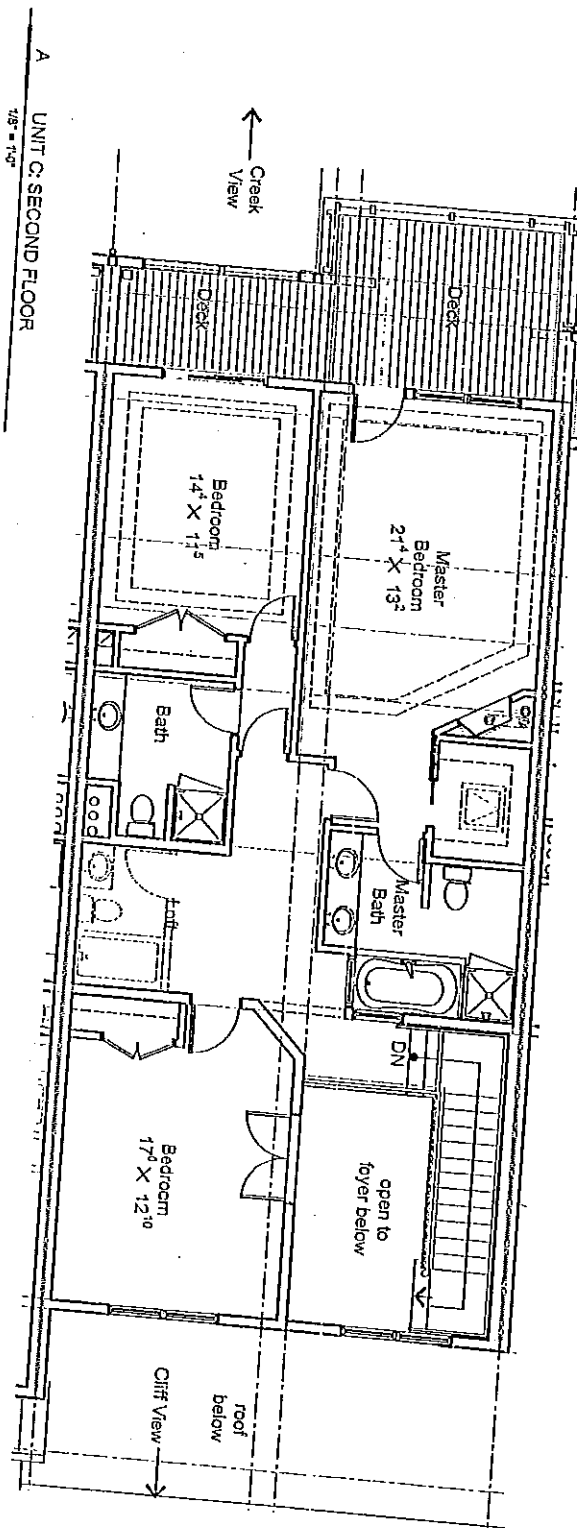
EXHIBIT A, P. B

C-1

PROJECT: Island at Rock Creek
 LOCATION: Phase 1 - Building 2
 Kalnu Avenue, Red Lodge, Montana
 PREPARED FOR: Kieley Construction

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KEY PLAN

A UNIT C SECOND FLOOR
1/8" = 1'-0"

EXHIBIT A, P. 14

C-2

Blg 2 UNIT C
SECOND FLOOR
PLAN

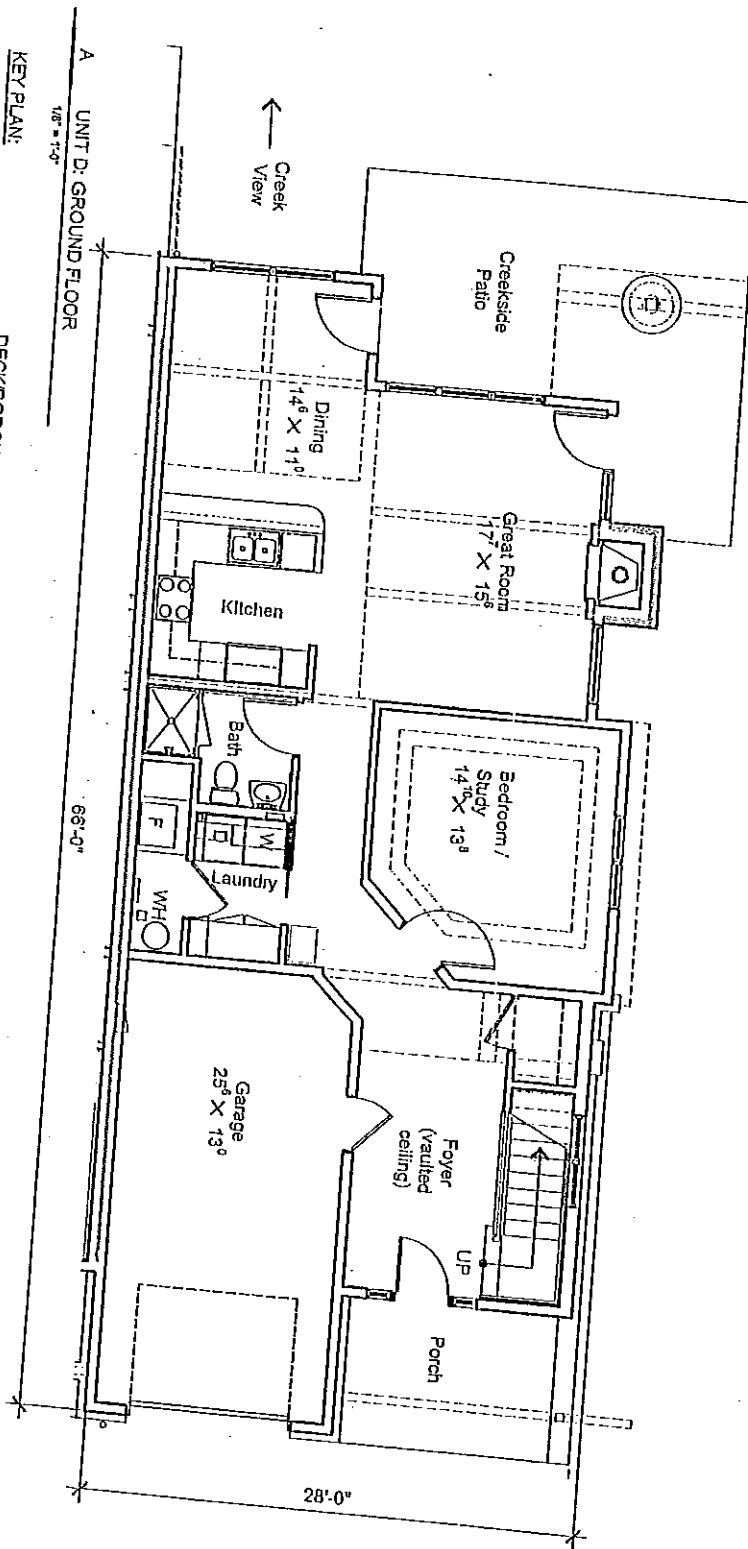
DATE	PROJECT
11/18/08	ISLAND AT ROCK CREEK
DATE	LOCATION
04/27	Phase 1 - Building 2 Kalnu Avenue, Red Lodge, Montana
DATE	PREPARED FOR
	Kieley Construction
DATE	BY
DATE	CHECKED BY
DATE	APPROVED BY

PROJECT:
Island at Rock Creek
LOCATION:
Phase 1 - Building 2
Kalnu Avenue, Red Lodge, Montana
PREPARED FOR:
Kieley Construction

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DESIGN
ARCHITECTS

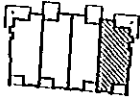
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A UNIT D: GROUND FLOOR
1/8" = 1'-0"

KEY PLAN:



DECK/PORCH AREA:

UNIT D	SF
Ground Floor	417
Second Floor	200
Total:	617

UNIT DESCRIPTION:

BEDROOMS:	3 FULL
BATHS:	1-CAR
GARAGE:	3
CREEK-SIDE DECKS:	2
GAS FIREPLACES:	

AREA:

UNIT D	SF
Ground Floor	1,253
Second Floor	961
Total Living Area:	2,208
Garage	351
Gross Area:	2,565

EXHIBIT A, P. 15

D-1

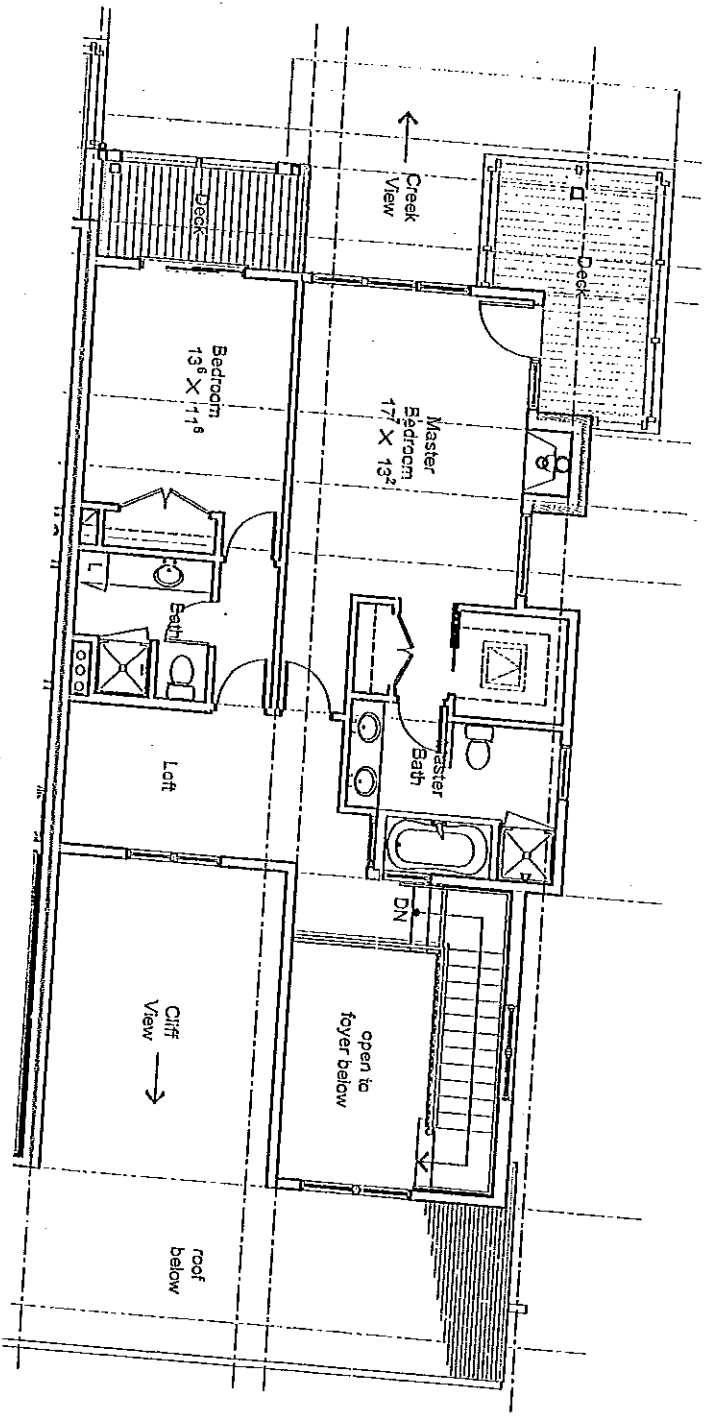
Bldg 2 UNIT D
GROUND FLOOR
PLAN

DATE:	04/27
SCALE:	1/8" = 1'-0"
PROJECT:	Island at Rock Creek
LOCATION:	Phase 1 - Building 2 Kainu Avenue, Red Lodge, Montana
PREPARED FOR:	Klely Construction

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A UNIT D, SECOND FLOOR
1/8" = 1'-0"

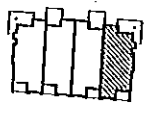


EXHIBIT A, P. 16

PROJECT: Island at Rock Creek
 LOCATION: Phase 1 - Building 2
 Kalnu Avenue, Red Lodge, Montana
 PREPARED FOR: Kietly Construction

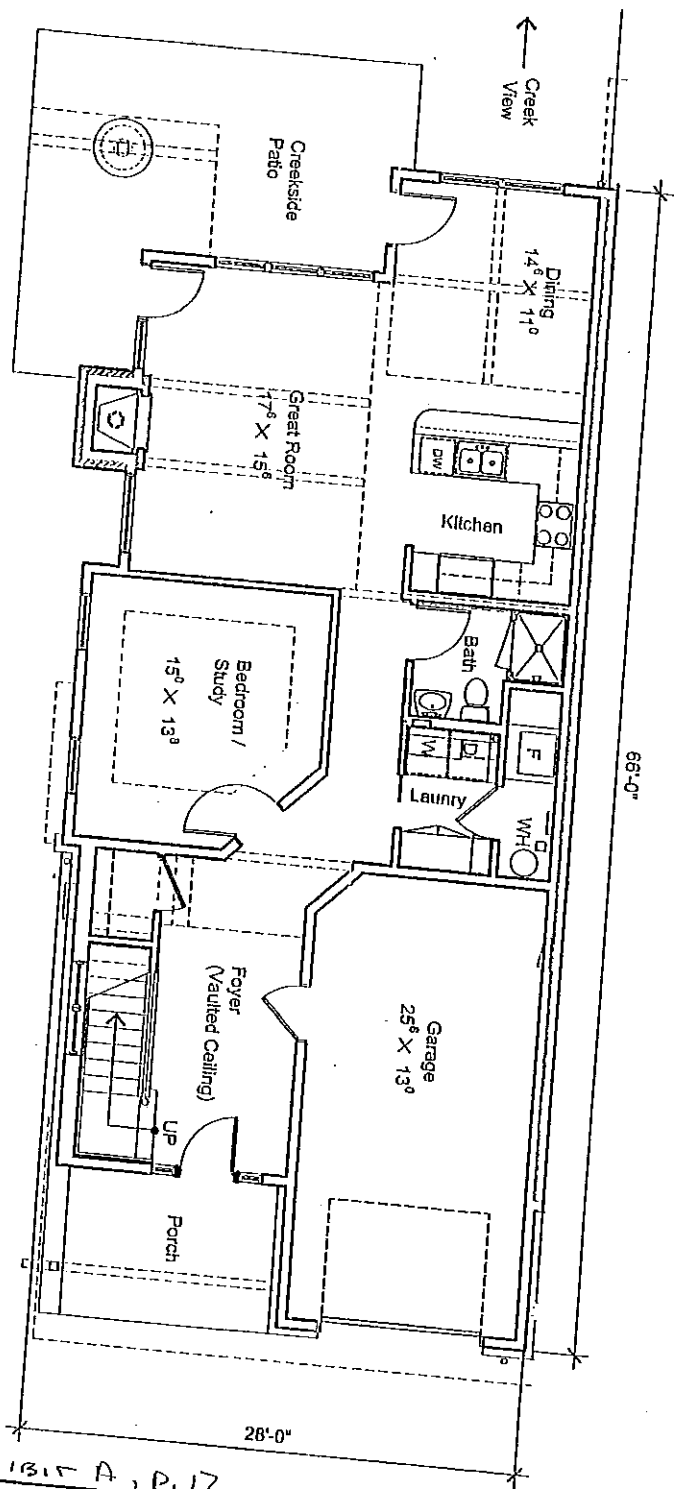
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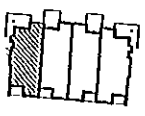
D-2

Blks 2 UNIT D
 SECOND FLOOR
 PLAN



A UNIT A: GROUND FLOOR
1/8" = 1'-0"

KEY PLAN:



DECK/PORCH AREA:

UNIT A
Ground Floor
Second Floor
Total:

SF
417
200
630

UNIT DESCRIPTION:

BEDROOMS:
BATHS:
GARAGE:
CREEK-SIDE DECKS:
GAS FIREPLACES:

3
1
3
2

AREA:

UNIT A
Ground Floor
Second Floor
Total Living Area:
Garage:
Gross Area:

SF
1,233
955
2,208
351
2,559

EXHIBIT A, P. 17

A-1

UNIT A
GROUND FLOOR
PLAN

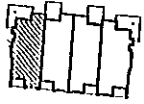
DATE	1/10/08
BY	DM
CHECKED	DM
SCALE	1/8" = 1'-0"
PROJECT	THE ISLAND AT ROCK CREEK
PHASE	PHASE 1 - BUILDING 3
LOCATION	KALINU AVENUE, RED LODGE, MONTANA
PREPARED FOR	KIELY CONSTRUCTION

PROJECT:
The Island at Rock Creek
LOCATION:
Phase 1 - Building 3
Kalinu Avenue, Red Lodge, Montana
PREPARED FOR:
Kieley Construction

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PH: 406.592.1111 FAX: 406.592.1112

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KEY PLAN

A UNIT A SECOND FLOOR
118' x 134'

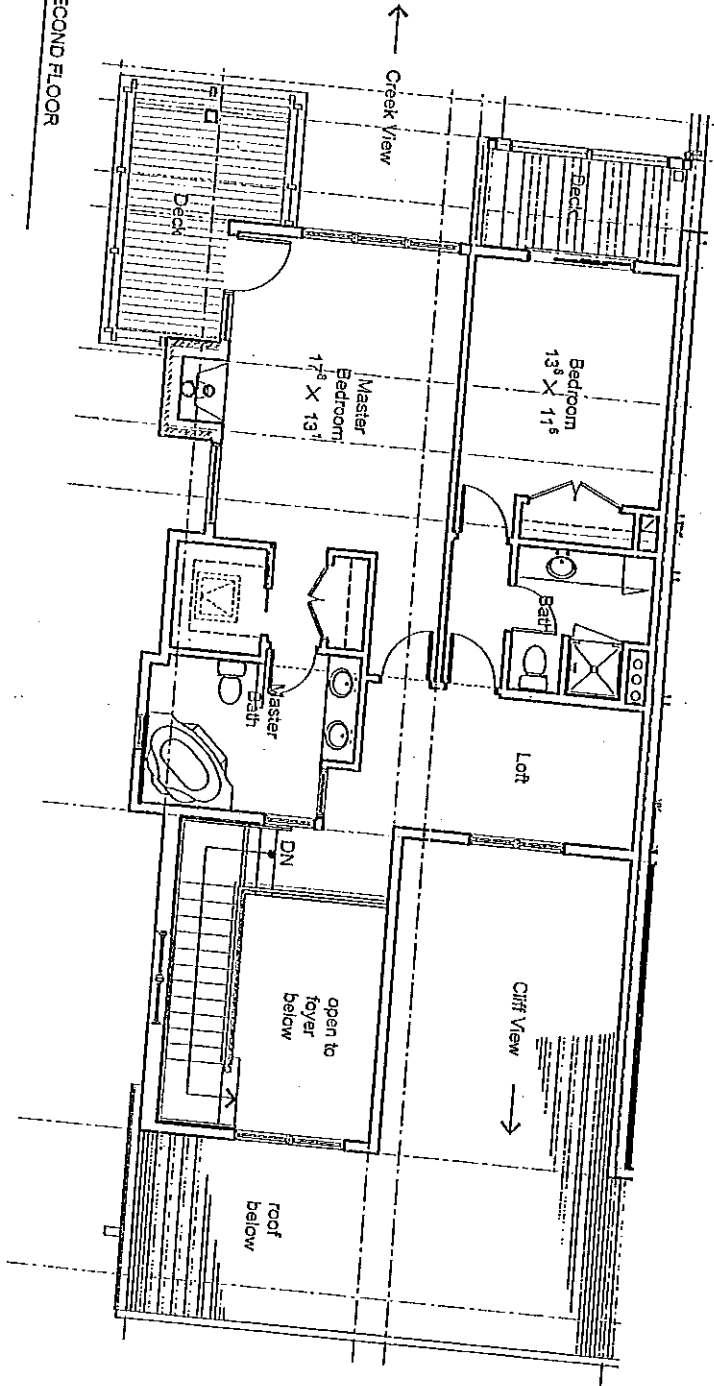


EXHIBIT A, P. 18

A-2

UNIT A
GROUND FLOOR
PLAN

DATE	PROJECT
REVISION	LOCATION
BY	PREPARED FOR
CHECKED	
APPROVED	
DATE	

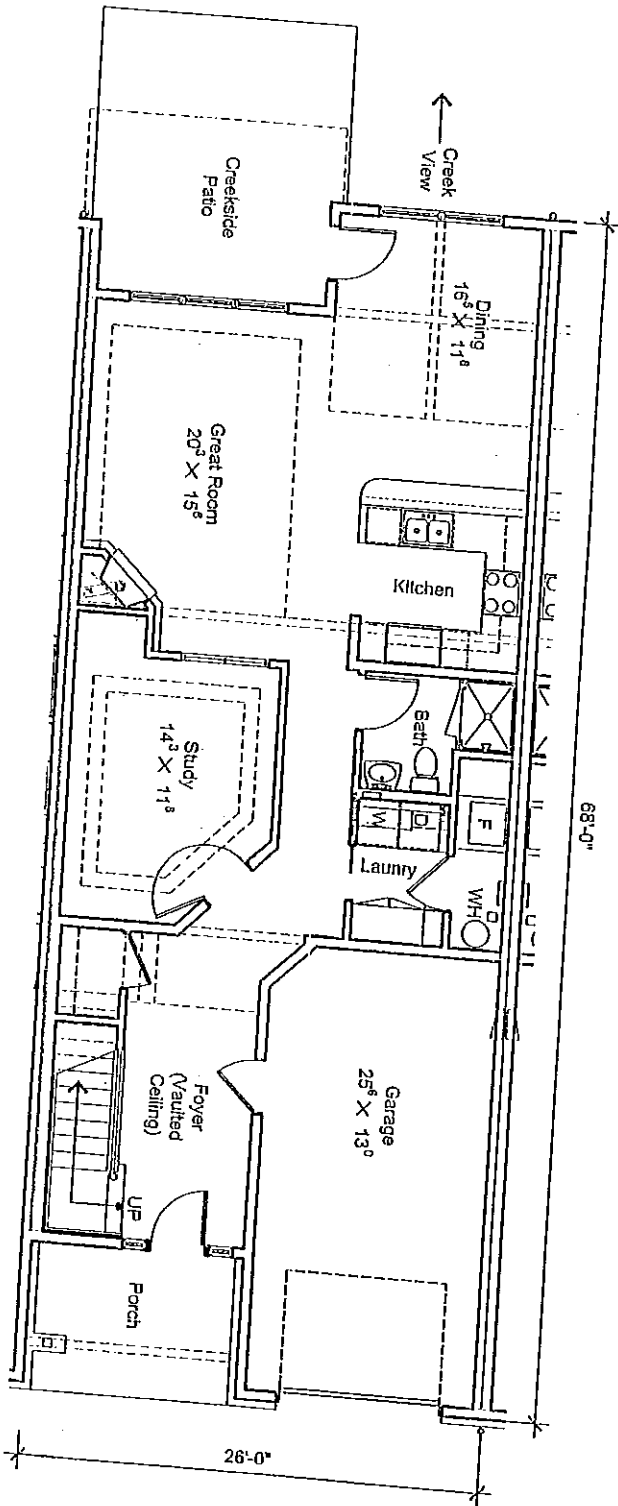
PROJECT:
The Island at Rock Creek
LOCATION:
Phase 1 - Building 3
Kalnu Avenue, Red Lodge, Montana
PREPARED FOR:
Klely Construction

COLLABORATIVE
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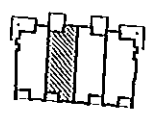
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UNIT B: GROUND FLOOR
1/8" = 1'-0"



KEY PLAN



DECK/PORCH AREA:

UNIT B	SE
Ground Floor	315
Second Floor	219
Total:	534

UNIT DESCRIPTION:

- BEDROOMS: 3
- BATHS: 1-CAR
- GARAGE: 3
- CREEK-SIDE DECKS: 2
- GAS FIREPLACES: 2

AREA:

UNIT B	SE
Ground Floor	1,244
Second Floor	1,219
Total Living Area:	2,463
Garage	349
Gross Area:	2,812

EXHIBIT A, P. 19

B-1

UNIT B
GROUND FLOOR
PLAN

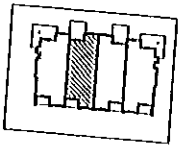
DATE:	1/27
SCALE:	1/8" = 1'-0"
BY:	WJH
CHECKED:	WJH
APPROVED:	WJH

PROJECT: The Island at Rock Creek
 LOCATION: Phase 1 - Building 3
 Kalnu Avenue, Red Lodge, Montana
 PREPARED FOR: Kieley Construction

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KEY PLAN

A UNIT B: SECOND FLOOR
1/8" = 1'-0"

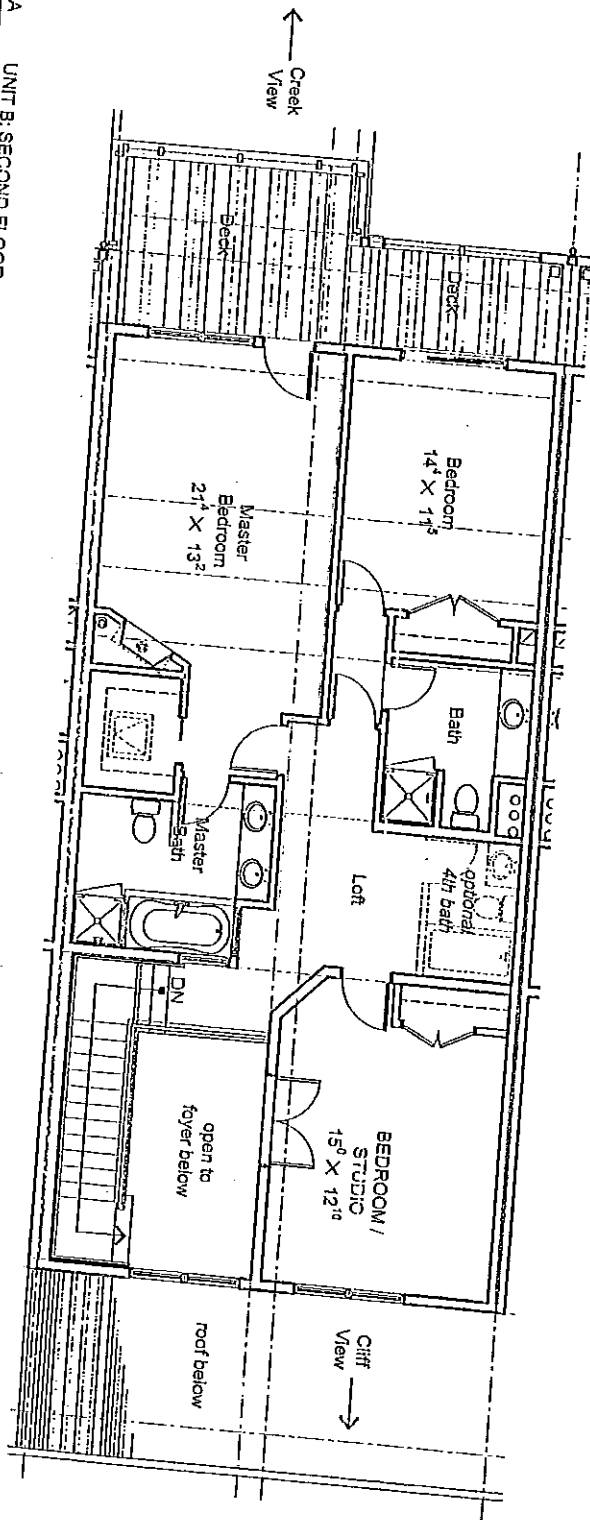


EXHIBIT A, P. 20

B-2

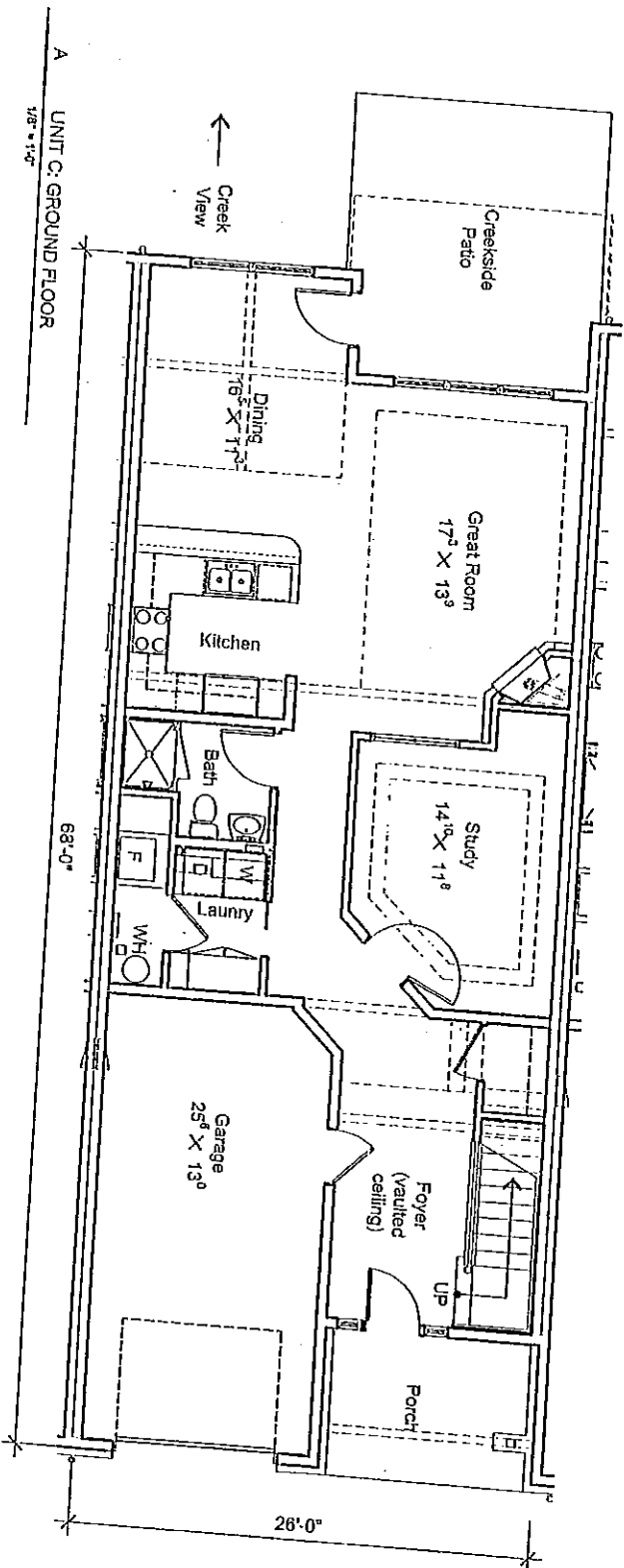
UNIT B
SECOND FLOOR
PLAN

DATE	04/27
REVISIONS	
BY	
WITH	
DATE	
LABORER	
NUMBER	
PRINTING	

PROJECT: The Island at Rock Creek
 LOCATION: Phase 1 - Building 3
 Kalnu Avenue, Red Lodge, Montana
 PREPARED FOR: Kieley Construction

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KEY PLAN

DECK/PORCH AREA:

UNIT C	SF
Ground Floor	315
Second Floor	219
Total:	534

UNIT DESCRIPTION:

- BEDROOMS:
- BATHS: 3 FULL
- GARAGE: 1-CAR
- CREEK-SIDE DECKS: 3
- GAS FIREPLACES: 2

AREA:

UNIT C	SF
Ground Floor	1,244
Second Floor	974
Total Living Area:	2,218
Garage	349
Gross Area:	2,567

A UNIT C: GROUND FLOOR
1/8" = 1'-0"

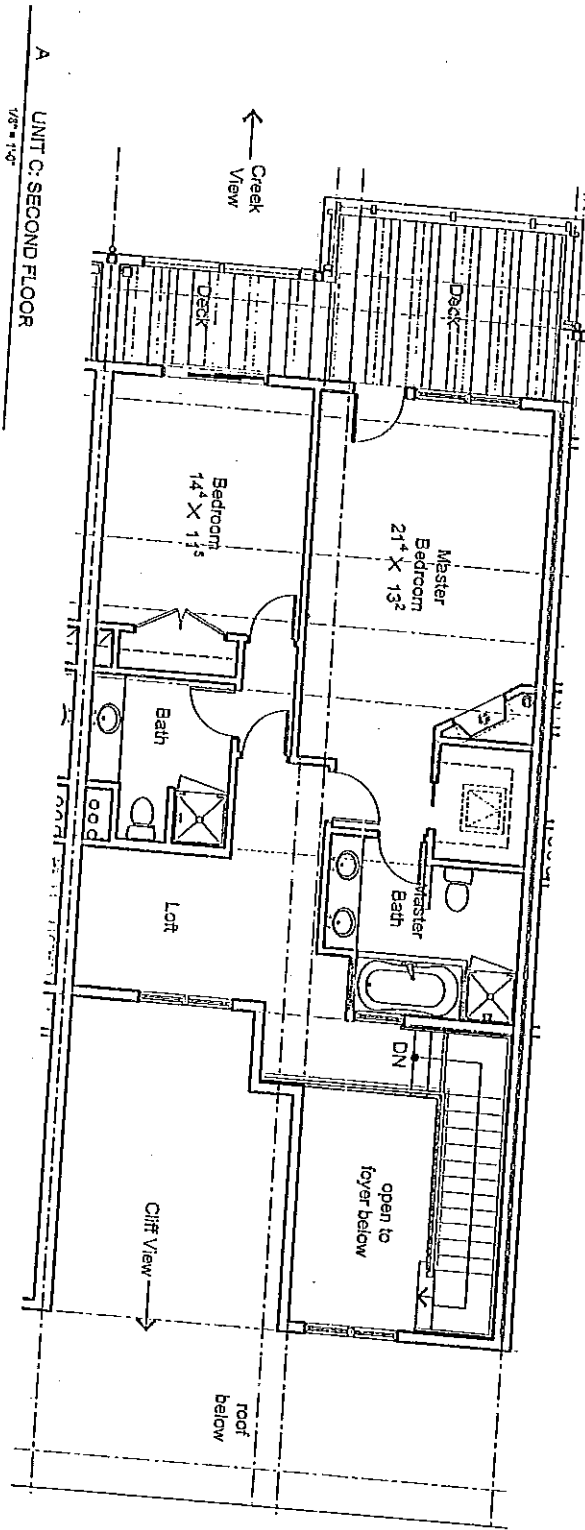
EXHIBIT A, P. 21

PROJECT: The Island at Rock Creek
 LOCATION: Phase 1 - Building 3
 Kainu Avenue, Red Lodge, Montana
 PREPARED FOR: Kiely Construction

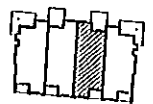
DATE: 04/27
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 UNIT C SECOND FLOOR PLAN

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 2233 GRANT ROAD • SUITE C • PO BOX 60167 • DENVER, CO 80216

C-1



KEY PLAN



A UNIT C: SECOND FLOOR
1/8" = 1'-0"

EXHIBIT A, P. 22

PROJECT: The Island at Rock Creek
 LOCATION: Phase 1 - Building 3
 Kainu Avenue, Red Lodge, Montana
 PREPARED FOR: Kieley Construction

DATE: 04/27
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]

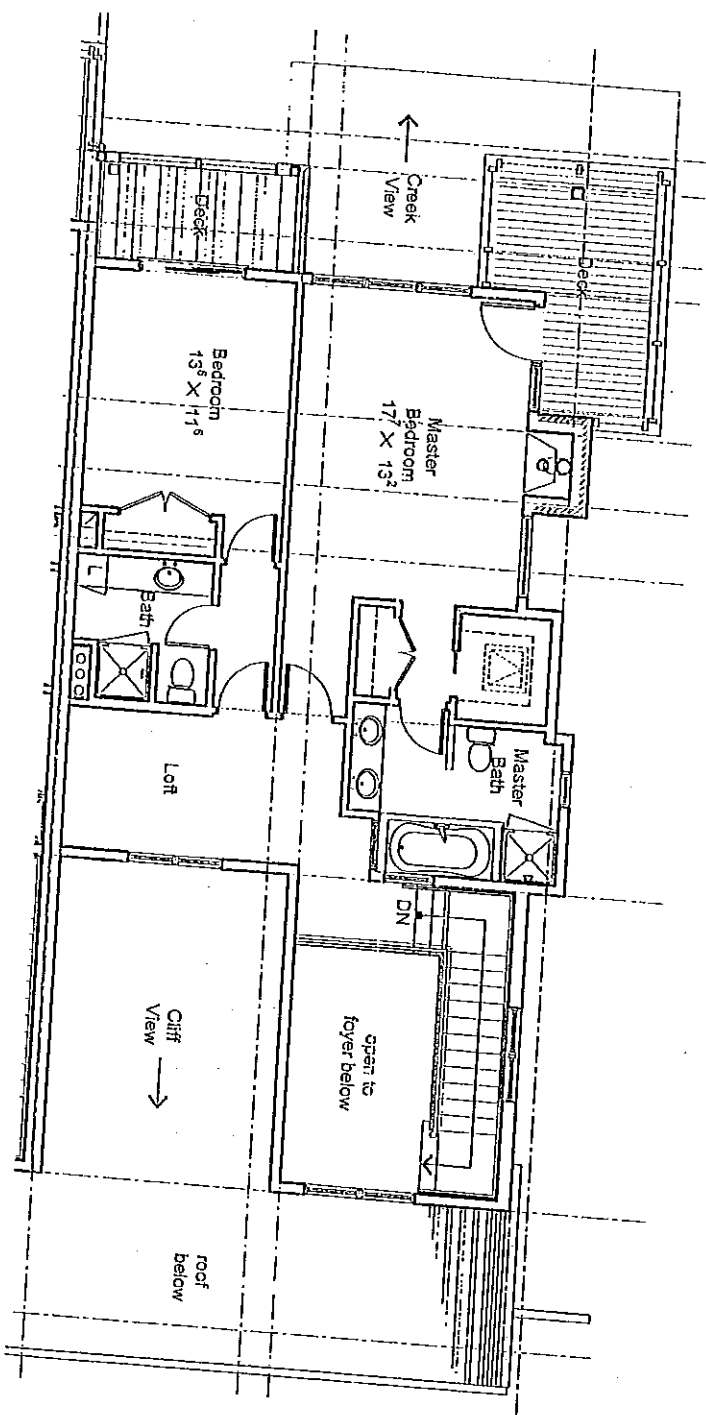
UNIT C
 SECOND FLOOR
 PLAN

C-2

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A UNIT D: SECOND FLOOR
1/8" = 1'-0"

KEY PLAN:

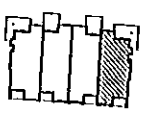


EXHIBIT A, P. 24

PROJECT: The Island at Rock Creek
 LOCATION: Phase 1 - Building 3
 Kainu Avenue, Red Lodge, Montana
 PREPARED FOR: Kiely Construction

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: 04/27

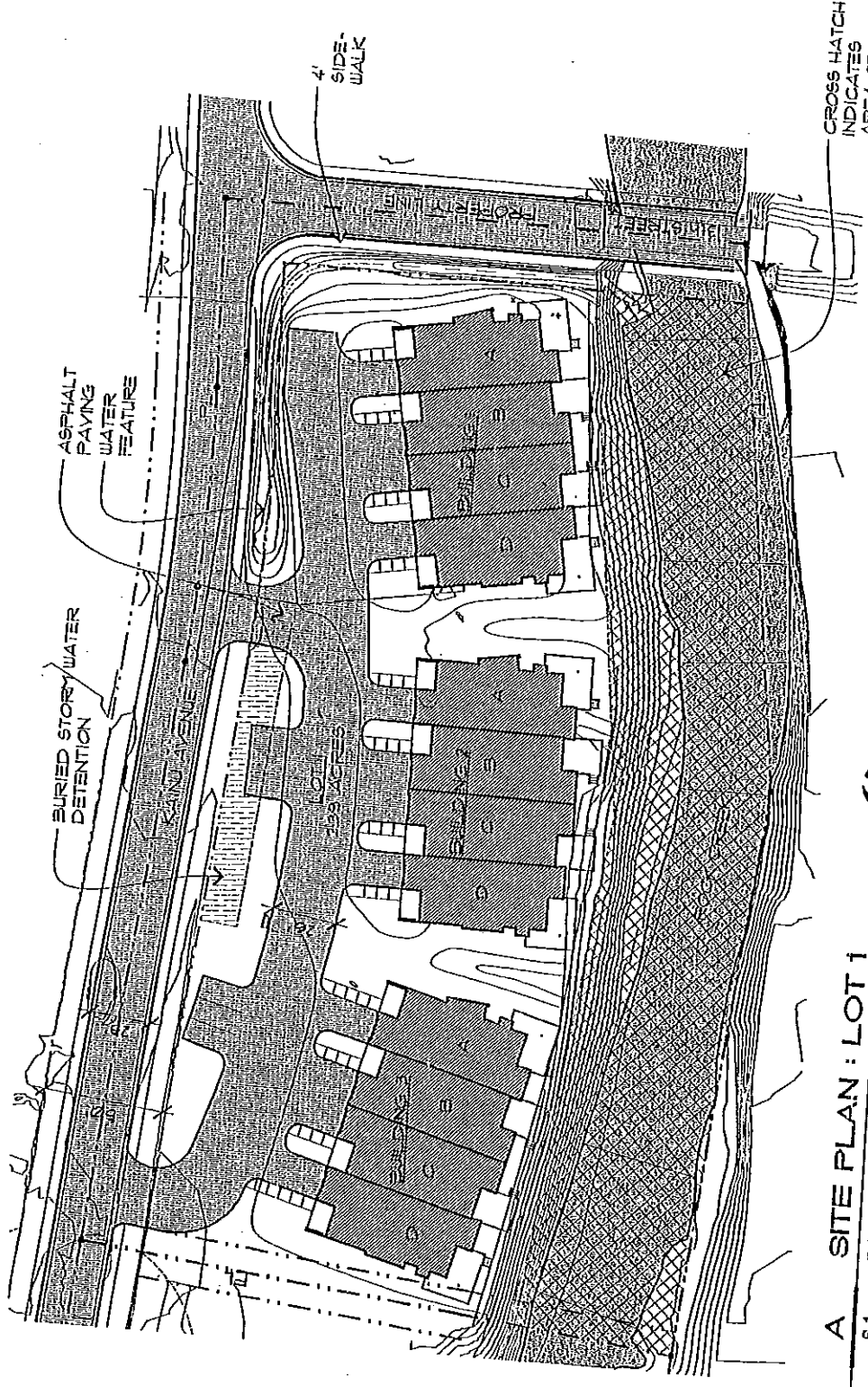
UNIT D
 SECOND FLOOR
 PLAN

D-2

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A SITE PLAN : LOT 1

S-1 1"=60'

2.39 ACRES

REFER TO APPROVED PLAT FOR LEGAL DESCRIPTION & PROPERTY INFORMATION



CROSS HATCH INDICATES AREA OF PRIVATE PARK EASEMENT

PROJECT: ISLAND AT ROCK CREEK
 LOCATION: 137H STREET, RED LODGE, MONTANA
 PREPARED FOR: KIELY CONSTRUCTION
 DATE: 04/27
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 SCALE: [blank]
 SHEET NO.: [blank]
 TOTAL SHEETS: [blank]
 SITE PLAN PHASE 1 LOT 1

S-1

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