

The entire system is engineered and inspected by a licensed Montana engineer. Operators will conduct inspections on a regular basis to insure against cross connections or contamination. All lawn hydrants and outdoor bibs installed on lots must have vacuum breakers.

When sold; a monthly charge will be levied to each potential lot connection for the repair or replacement of any part of the mechanical system. When a water meter is installed the Water Company will deliver 6,000 gallons per month for an additional charge. Additional water used above 6,000 gallons will be charged for at a reasonable and equitable rate. These fees will provide for the continued expense of operating and maintaining the water system. Water meters will be provided by the owner of the water system for each domestic hookup. The cost of the water meter and installation will be borne by the lot owner. Declarants from time to time may seek rate increases in accordance with cost criteria.

Delinquent water charges shall constitute a lien against the real property. The lien shall be perfected by filing a Statement of Lien with the Sanders County Clerk and Recorder. The filing shall recite the name of the water account, amount of the delinquency, dates incurred and the real property affected. Any costs or attorney fees incurred in foreclosing the lien or collecting the delinquent charge shall be an additional charge against the user and real property and collectable in the same manner as the delinquent water charge.

The charges and assessments provided for herein are under the control of the Declarants. The Declarants have the right to modify the water system to include additional development with all changes to be approved by the Department of Natural Resources. The Declarants have the right to transfer ownership of the water system and all rights incident thereto without the consent of the lot owners.

There is hereby reserved to Buddy J. Leufkens and Judy A. Leufkens for the benefit of the water system, an open perpetual, non-exclusive easement 20' in width (being 10' on either side of the water line) for the installation, maintenance, repair, replacement, and improvement of a buried water line. The easement runs from the west boundary of Lot 1 to the east boundary of Lot 4. The location of the easement is shown on attached Exhibit "A".

5. **Road Maintenance:** All lots have access to a County maintained road. If any lot is redivided, and that redivided lot uses a private road for access, that lot will be subject to the same road maintenance fees that other lots using that road are subject to.

6. **Selling Gravel Prohibited:** No gravel, sand or pit run may be sold commercially. Lot owners may use material on their lots.

7. **Commercial Use:** All lot owners are aware that these lots are for commercial use. If a lot is used for something other than commercial use, that lot owner agrees to not object to the commercial use of adjoining lots.