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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
RIDGEWOOD ESTATES SUBDIVISION**

Bert E. Lane and Ray Mehrer, Partners, in Ridgewood Development LLP, a Montana Limited Liability Partnership, the undersigned is the owners of Ridgewood Estates Subdivision, situated in Yellowstone County, Montana, more particularly described as follows:

Lots 1 thru 8 Block 1, Lots 1 thru 25 Block 2, Lots 1 thru 27, Block 3, Lots 1 thru 27, Block 4, Lots 1 thru 11, Block 5, and Lot 1, Block 6 of Ridgewood Estates Subdivision, located in Tract 10A C.O.S. 2544 3rd Amended located in N.1/2 Section 27 T. 1S., R.26E., P.M.M., Yellowstone County, Montana.

Where as, the aforesaid owners desire to make a Declaration of Covenants and Restrictions on the above described real property.

Now, Therefore, in consideration of the premises, the undersigned hereby establishes and declares the following building restrictions and protective covenants which shall be applicable to the above described real estate property except where noted.

1. PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS:

All persons, corporations or other entities, who shall hereafter acquire any interest in and to the above described real estate shall be taken and held to agree and covenant with the owners of the lots and their heirs, devisees, trustees, successors and any and all other parties claiming by, through, or under them, to conform to and to observe the following covenants, restrictions and stipulations as to the use thereof, and as to the construction of residence and improvements thereon.

11. BUILDING AND USE RESTRICTIONS:

1. Each lot shall be known as a residential lot and shall be used solely for residential purposes. No structure shall be erected, altered, placed or permitted upon such residential lot, other than one detached single family dwelling with garage, except in the designated condo area.

2. The height of the dwelling shall not exceed 28 feet to the top of any structure. This height will be measured or determined by projecting a perpendicular line from the center line of the lot to the center line of the fronting street. Up sloping lots may warrant an appeal and adjustment by the Architectural Control Committee.

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08/07/2001 11:05A**3. Residence size:**

- A. Ranch style one story, 1500 square feet on the ground level.**
- B. Two story, 1250 square feet on the ground (first level) and not less than 1800 square feet on both levels.**
- C. Split (multi) level, must have a minimum of 1700 square feet above ground.**
- D. Each family dwelling must have a minimum 2 car attached garage, not to exceed a 3 car garage. An appeal to the Architectural Control Committee may allow for an adjustment.**
- E. In determining the floor area, any attached garage, porch, terrace or patio shall not be included.**
- D. Dwelling sizes on Lots 1 thru 27 Block 4 and Lots 1 thru 11 Block 5 may be adjusted upon review by the Architectural Control Committee.**

4. Residential homes shall exclude log homes, A-frame style homes, manufactured homes, masonry block homes.

5. None of the property shall at any time be used for the purpose of any trade, profession, manufacturing, or business of any description and no noxious or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6. No all be subdivided for the purpose of constructing more than one dwelling on any lot as platted, and in the event that two or more lots are purchased for the construction of a dwelling, all lots purchased shall be subject to the one residential dwelling and may not at any given time be resold individually for any other purpose thereafter and therefore are to be considered as one lot for one residential dwelling.

7. No trailer, mobile home, motor home, basement, tent, shack, garage or other out buildings erected shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence, and the exterior of the dwelling shall be finished in their entirety before they can be occupied.

8. Any building or residence erected shall be of new construction. No detached storage buildings erected can exceed 120 square feet and all such structures must match the style and color of the primary residence. Detached storage buildings are not allowed on any lot which opens onto the golf course. A garage may be detached and built to match the primary residence subject to Architectural Control Committee approval.

9. No antennas or satellite receiving station or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any lot, whether attached to a building or structure or otherwise, unless approved by the Architectural Control Committee. No towers, exposed or outside radio, television or electronic antennas, shall be allowed.

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Satellite receivers up to 24 inches (Plus or Minus) diameter may be mounted as approved by the Architectural Control Committee.

10. No animals, livestock, reptiles, insects, poultry, or other animals of any kind, shall be kept on any lot except that usual and ordinary domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets on any lot provided that they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities or sizes. Unreasonable quantities shall mean more than two pets per lot. The Architectural Control Committee may determine in its sole discretion that a reasonable number of pets in a given situation may be more or less than two. All pets shall be confined to the owner's property and confined to a leash outside the owner's property. Any lot Owners shall be liable to and all remaining Owners, their family, guests and invitees, for any unreasonable noise or damage to person or property caused by any animal brought or kept upon each lot. Each Owner shall be responsible to cleanup after their animals who have soiled the property or any public street. Eight (8) or more Owners shall have the right to prohibit the maintenance of any animal which constitutes, in their opinion, a nuisance.

11. No construction equipment or materials of any nature can be moved onto the lot prior to thirty days before start of construction and any building started shall have its exterior complete within one year from start of construction. During the course of construction any damage to the roads must be repaired and paid by Owner, to the standards set by the Yellowstone County Engineer. All Construction debris shall be contained and removed within fifteen days after occupancy or completion of the exterior.

12. No trash, ashes, concrete, or other refuse may be thrown or dumped on any vacant lot. All trash, or other refuse, receptacles and containers shall be kept in garages or in enclosures such that they will be concealed from view of streets and adjacent lots, excepting only on days garbage pickup is made. No burning barrels shall be allowed on the property.

13. No clothes line poles, wire or devices for hanging clothes shall be erected outside any home or building.

14. All buildings shall be sided with brick, rock, wood or pressed board siding only, and all surfaces not brick or rock shall be of earth tone colors approved by the Architectural Control Committee.

15. No buildings or other structures, except fences shall be located less than twenty (20) feet from the front or rear lot line and five (5) feet (ranch style) and eight (8) feet for a two story from side lot lines.

16. All fences erected on any lot may not exceed six (6) feet in height. No fences shall be erected between any buildings or other structures and no fences shall be erected past the front of the dwelling. All fences must be erected from brick, rock or PVC vinyl and must be approved prior to installation by the Architectural Control Committee. The Architectural Control Committee may approve other materials if they so desire. No chain link fences

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shall be installed on any lot and are therefore prohibited from being erected. All dog kennels may not exceed six (6) feet in height and may not exceed 120 square feet and must meet approval by the Architectural Control Commirior to installation. No hedges or fences may be planted or constructed within a side yard or backyard adjacent to the golf course.

17. No abandoned, junked, wrecked, inoperable vehicles shall be stored on any lots unless enclosed so that they will be concealed from the view of streets and adjacent lots. No RV trailers, motor homes, boats, motorcycles and recreational vehicles shall be stored on any lot unless enclosed so that they will be concealed from view of streets and adjacent lots.

18. Within one (1) year of occupancy, there shall be planted, maintained and in case of death or destruction, replaced by the owner, two (2) trees at least twelve (12) feet tall in the front yard. Trees must be deciduous trees (which may include crab apple, ash, maple, birch, aspen, cherry or apple or any other deciduous tree approved by the Architectural Control Committee. No cottonwood or poplar trees will be permitted. Trees may not exceed 30 feet in height and must be trimmed and pruned. Each yard must be planted in lawn, sod or otherwise permanently landscaped within one (1) year after occupancy. All rock lawns or natural grasses are not permitted in front yards and are expressly prohibited.

19. No signs, billboards or advertising devices of any kind, except those used in any subsequent sale of the property, shall be placed or otherwise installed on any lot or building.

20. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Architectural Control Committee as to the quality of the workmanship, materials, harmony of external design with existing structures and location with respect to topography and finished grade elevations.

21. No Owner or Resident shall interfere with or obstruct the drainage pattern over its lot from or to any other lot as that pattern may exist.

22. **Golfing Access:** All persons purchasing lots that border the Briarwood Golf Course or are immediately across the street from the Briarwood Golf Course do so with notice that due to the proximity of the golf course, golf balls may enter upon the lots and persons playing golf and otherwise associated with golf being played may enter upon the property to the extent that it is necessary to retrieve or remove golf balls from yard areas only, and purchasers, their heirs, successors, and assigns, expressly agree that such use of the property (15 foot distance from the dwelling will be permitted. No hedges or fences may be planted or constructed within a side yard or backyard adjacent to the golf course except for hedges or fences used as privacy screens for patios and doorways. Otherwise, it is understood that the foregoing specified right of use does not in anyway infringe upon or

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interfere with the said Owners right to build, landscape or otherwise improve the property as contemplated by these covenants and restrictions and applicable zoning ordinances.

23. A five foot (5) wide sidewalk will be required along the front of the property and along the side of the property in the case of a corner lot. An exception can be made by the Architectural Control Committee on those lots which they deem to be impractical.

24. Architectural Control Committee. The Architectural Control Committee referred to herein shall be initially composed of Bert E. Lane and Ray Mehrer. The Committee may designate additional members or designate a representative to act for it. In the event of death or resignation of any of the Committee, the remaining member or members, if any shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction had been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

25. Binding Effect:

A. These covenants and restrictions as herein set forth shall run with the land and bind present owners, their heirs, devisees, trustees, successors and assigns and any and all other parties claiming by, through, or under them, for a period of thirty five (35) years from the date of these covenants and restrictions as recorded.

B. No covenant or restriction herein set forth shall be personally binding upon any corporation, entity, person or persons, except in respect to breach which is committed during its, his or their seizing of, or title to said land; and the Owner or Owners of the property shall have the right for and obtain an injunction, prohibitive or mandatory to prevent the breach of, or to enforce the observance of the covenants and restriction above set forth, in addition to ordinary legal action for damages; and the failure of the present owners, or the owner or owners of any lot to enforce the covenants and restrictions herein set forth at any time of any violations thereof, shall in no event be deemed as a waiver of the right to do so.

C. Invalidation of any one of these covenants and restrictions herein set forth by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

D. The covenants and restrictions herein set forth may be altered or amended at any time upon placing or record at the office of the Clerk and Recorder of Yellowstone County, Montana, an instrument showing the written consent thereto by the Owners of a least seventy (70%) percent of the lots.



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Dated this 6th day of August, 2001

OWNER:

RIDGEWOOD DEVELOPMENT LLP

Bert E. Lane
Ray Mehrer

STATE OF MONTANA)

: ss

County of Yellowstone)

This instrument was acknowledged before me this 6th day
of August, 2001, by Bert E. Lane and Ray Mehrer
Partners, in Ridgewood Development LLP.



Missa D. Archambeault
Notary Public for the State of Montana
My Commission expires: 8/25/2004



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08/07/2001 11:03A**SUBDIVISION IMPROVEMENTS AGREEMENT**

THIS AGREEMENT, made and entered into this 17th day of August, 2001, by Ridgewood Development, L.L.P, hereinafter referred to as subdivider, and the County of Yellowstone, a municipal corporation, hereinafter referred to as the "the county".

WITNESSETH

THAT WHEREAS, a preliminary plat of an area to be known as RIDGEWOOD ESTATES SUBDIVISION 1st FILING, was submitted to the Yellowstone County Planning Department on September 30, 2000, which recommended its approval to the Board of County Commissioners subject to certain recommendations, and

WHEREAS, at a meeting held on the 12th day of December, 2000, the Board of County Commissioners approved, subject to certain conditions of the Planning Department, a preliminary plat of an area to be know as RIDGEWOOD ESTATES SUBDIVISION, 1st FILING, and

WHEREAS, a Subdivision Improvements Agreement is required between the County and the Subdivider prior to the approval of the final plat by the Board of County Commissioners:

NOW THEREFORE, the parties to this agreement for and in consideration of the mutual promises contained herein and for other good and valuable considerations, do hereby agree as follows:

Due to the peculiarities of the site, specifically that;

1. Ridgewood Estates Subdivision, 1st Filing will consist of twenty-four lots, ranging in size from 9,600 square feet to 28,283 square feet.
2. **Improvements:** Subdivision improvements include the following:
 - A. **Street Construction:**
No additional improvements will be done to Briarwood Boulevard at this time. However, the interior streets shall be constructed to Yellowstone County Road Standards, with the exception that the interior street widths shall be fifty (50) feet in width. McMasters Boulevard shall maintain its eighty (80) foot width. It shall also be noted that a Road Maintenance District shall be formed for all maintenance work on the roads within the subdivision. This shall include necessary road sanding on McMasters Boulevard and any other roads deemed necessary.
 - B. **Utilities:**
 - i. Sewage disposal and water usage will be provided by the South Hills Water and Sewer District.
 - ii. Telephone, natural gas, and electric power facilities are available and may be installed by the individual companies. Easement for said utilities will be provided and granted on the face of the plat as they are requested by said utility company.
 - C. **Park Dedication Requirements:**
Cash, in lieu of land will be given for the park requirement.
 - D. **Restoration of Construction Sites:**
The subdivider agrees to provide restoration of construction sites disturbed during construction of the improvements outline here, as follows:
 - i. Broadcast seed
 - ii. **Seed Type and Rate**

Smooth Bromegrass	8 lbs. Per Acre
Crested Wheatgrass	4 lbs per Acre
Winter Wheat	10 lbs per Acre



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is not conditioned on the completion of the conditions set forth in this Agreement. The subdivider and owner specifically agree that they waive valuable rights and do so voluntarily.

N. Property Owners

The owners of the properties involved in this subdivision by signature subscribed herein below agree, consent and shall be bound by the provisions of this Agreement.

O. Successors in Interest

The covenants, agreements, and statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

P. Interface with Existing Improvements

The subdivider agrees to provide for any necessary adjustments or alterations to existing improvements caused by the installation of required improvements, without cost to the governing body.

Q. Attorney Fees and Costs

That in the event it becomes necessary for either Party to this agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs.

R. Modifications and Amendments

That any amendments or modifications of this Agreement or any provision herein shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of the Agreement.

S. Laws and Administrative Regulations

The subdivider agrees to comply with all requirements of the Yellowstone County Resolutions and all of the laws and administrative procedures of the State of Montana.

T. Maintenance District

A Maintenance District shall be prepared for the repair and maintenance of the roads within the Ridgewood Estates Subdivision 1st Filing along with a proportionate part of the maintenance of existing Briarwood Boulevard that lies within Briarwood Subdivision. The yearly maintenance costs of Briarwood Boulevard amount to 14.3 percent of the total costs as calculated by the Yellowstone County Public Works Department.


B.S. Lane, Partner, Ridgewood Development L.L.P.


Ray Mehrer, Partner, Ridgewood Development L.L.P.



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STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 16th day of August, 2001, before me, a Notary Public for the State of Montana, personally appeared B.E. Lane, Partner, Ridgewood Development L.L.P known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Helisa D. Archambeault
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 8/25/2002

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 16th day of August, 2001, before me, a Notary Public for the State of Montana, personally appeared Ray Mehrer, Partner, Ridgewood Development L.L.P known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Helisa D. Archambeault
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 8/25/2002

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Attest
County Clerk and Recorder

STATE OF MONTANA)
 : ss.
County of Yellowstone)

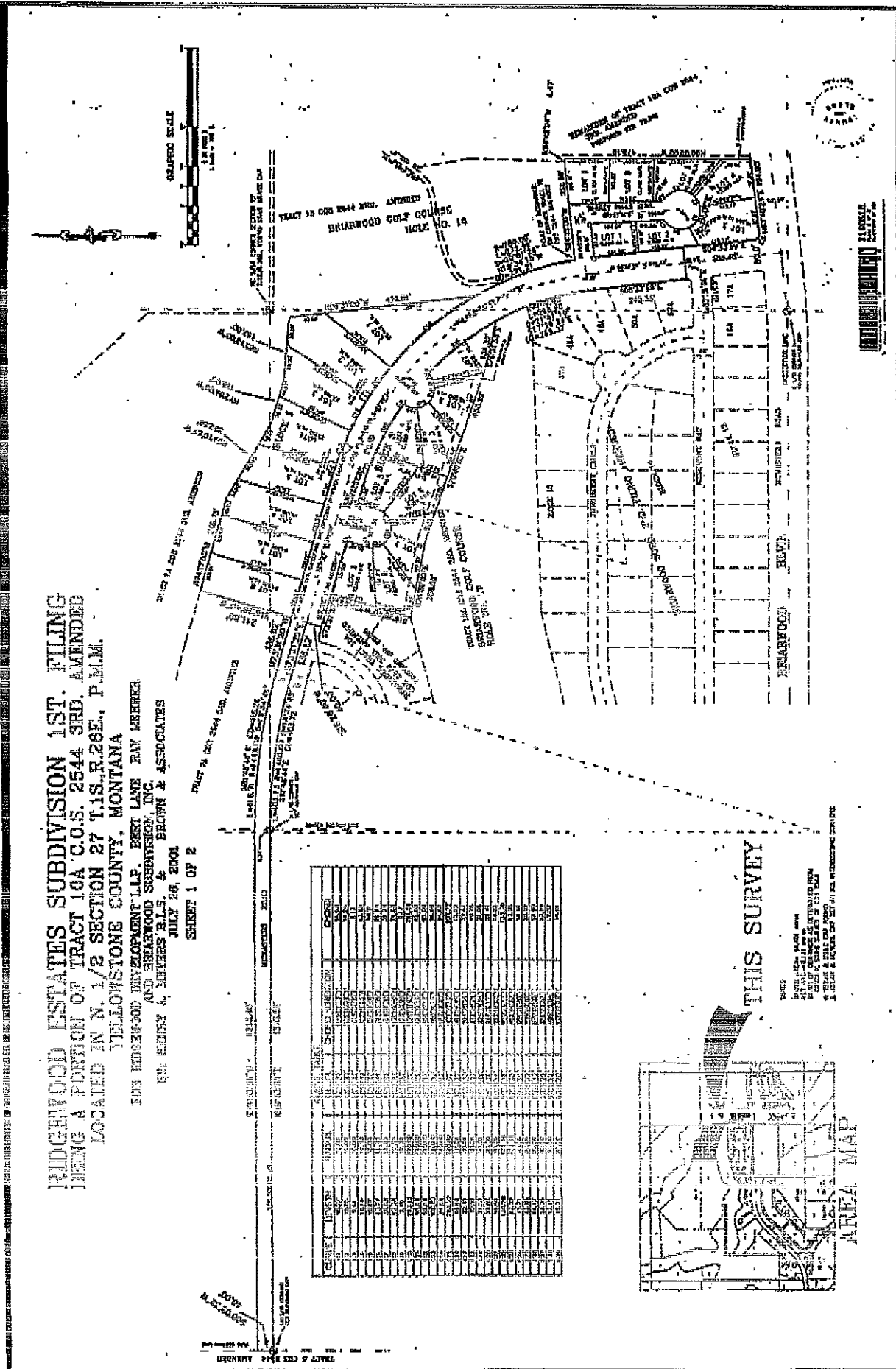
On this 7th day of August, 2001, before me, a Notary Public for the State of Montana, personally appeared Jim Reno, Chairman of the Board of County Commissioners of Yellowstone County, Commissioner James A. Zeigler, Sr., Commissioner Bill Kennedy, and Tony Nave, County Clerk and Recorder of Yellowstone County, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



James A. Zeigler, Sr.
Notary Public for the State of Montana
Residing at Billings
My Commission Expires: 8/25/2002

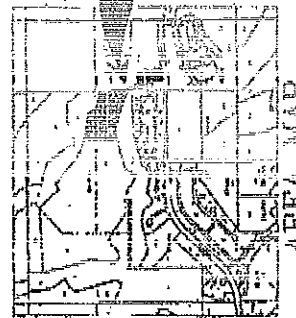
RIDGEWOOD ESTATES SUBDIVISION 1ST. FILING
 BEING A PORTION OF TRACT 10A C.O.S. 2544 3RD. AMENDED
 LOCATED IN N. 1/2 SECTION 27 T.1S. R.26E., P.11M.
 YELLOWSTONE COUNTY, MONTANA

JOHN RIDGEWOOD DEVELOPMENT L.P., BERT LANE RAY MEMBER
 AND RIDGEWOOD SUBDIVISION, INC.
 BY: KEITH A. BARKERS R.L.S. & BROWN & ASSOCIATES
 JULY 26, 2001
 SHEET 1 OF 2



LINE	BEARING	DISTANCE	AREA	PERIMETER	ACCURACY
1	N 89° 15' 00\"	100.00	100.00	100.00	± 0.01
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99	N 00° 00' 00\"	100.00	100.00	100.00	± 0.01
100	S 00° 00' 00\"	100.00	100.00	100.00	± 0.01

THIS SURVEY



AREA MAP