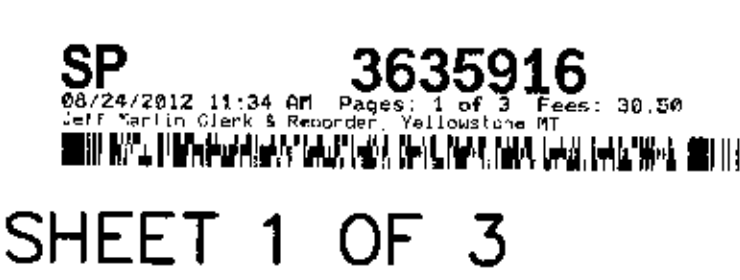


BEING LOTS 2, 3, 10, 11, 12, 15, 31, 32 & A PORTION OF PARKLAND IN BLOCK 1,
LOTS 1, 2, 8, 13, 18, 20 & THE PARKLAND IN BLOCK 2, LOTS 1-4, 8, 11, 14, & A PORTION OF THE
PARKLAND IN BLOCK 4, AND VACATED TIMBERCOVE DRIVE, CANYONWOODS CIRCLE, CANYONWOODS PLACE,
SNOWYWOODS DRIVE & A PORTION OF CANYONWOODS DRIVE WITHIN IRONWOOD ESTATES SUBDIVISION,
FOURTH FILING, AND LOT 33A OF AMENDED LOT 33, BLOCK 1, IRONWOOD ESTATES SUBDIVISION,
FOURTH FILING TOGETHER WITH A PORTION OF PARKLAND IN BLOCK 4 OF IRONWOOD ESTATES, FIRST FILING
SITUATED IN THE SE1/4 OF SECTION 24, T1N, R24E & THE SW1/4 OF SECTION 19, T1N, R25E, PMM,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

MAY, 2012

BILLINGS, MONTANA

UNPLATTED



PLAT OF IRONWOOD ESTATES SUBDIVISION, FIFTH FILING

BEING LOTS 2, 3, 10, 11, 12, 15, 31, 32 & A PORTION OF PARKLAND IN BLOCK 1,
LOTS 1, 2, 8, 13, 18, 20 & THE PARKLAND IN BLOCK 2, LOTS 1-4, 8, 11, 14, & A PORTION OF THE
PARKLAND IN BLOCK 4, AND VACATED TIMBERCOVE DRIVE, CANYONWOODS CIRCLE, CANYONWOODS PLACE,
SNOWYWOODS DRIVE & A PORTION OF CANYONWOODS DRIVE WITHIN IRONWOOD ESTATES SUBDIVISION,
FOURTH FILING, AND LOT 33A OF AMENDED LOT 33, BLOCK 1, IRONWOOD ESTATES SUBDIVISION,
FOURTH FILING TOGETHER WITH A PORTION OF PARKLAND IN BLOCK 4 OF IRONWOOD ESTATES, FIRST FILING
SITUATED IN THE SE1/4 OF SECTION 24, T1N, R24E & THE SW1/4 OF SECTION 19, T1N, R25E, PMM,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : REGAL LAND DEVELOPMENT, INC.

PREPARED BY : SANDERSON

MAY, 2012
BILLINGS, MONTANA

CERTIFICATE OF SURVEYOR

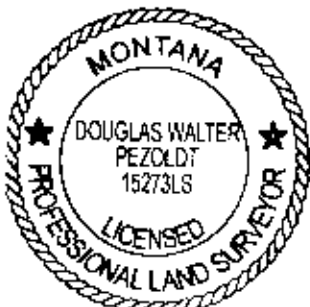
STATE OF MONTANA)
County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of May, 2012, a survey was performed under his supervision of a tract of land to be known as IRONWOOD ESTATES SUBDIVISION, FIFTH FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown thereon and that the gross area is 51.373 acres and the net area is 36.121 acres.

SANDERSON STEWART

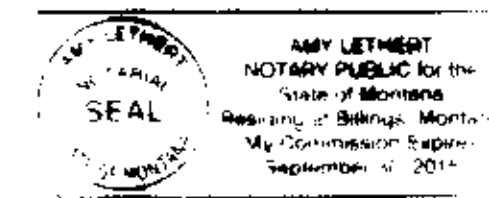
By: Douglas W. Pezoldt

Montana Registration No. 15273 LS



Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this 20th day of July, 2012.

Amy Lett
Notary Public in and for the State of Montana
Residing at _____
My commission expires _____



NOTICE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

7/24/2012
Date John S. Beaudry
President
John S. Beaudry
Executive Secretary



CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76-4-125(2)(a), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this 30th day of July, 2012.

John A. Smith
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

John A. Smith
Examining Land Surveyor
Date 07-27-2012

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF IRONWOOD ESTATES SUBDIVISION, FIFTH FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this 13th day of August, 2012.

CITY OF BILLINGS, MONTANA
By: Thomas W. Naeff
Mayor

Attest: Cari Martin
City Clerk



CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

DATE: 8-8-12
Reviewed by: Robert Banks

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(b) 76-3-207(3), M.C.A.

Date 8-17-2012
Yellowstone County Treasurer
By: Mark Shap
Deputy

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That REGAL LAND DEVELOPMENT, INC., the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the SE1/4 of Section 24, T. 1 N., R. 24 E., and the SW1/4 of Section 19, T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

BEGINNING at a point which is the 1/4 corner common to Sections 24, T. 1 N., R. 24 E., and Section 19, T. 1 N., R. 25 E., P.M.M.; thence, from said Point of Beginning, along the east-west midsection line of said Section 19, N 89°25'00" E a distance of 515.05 feet to the northeast corner of Lot 15, Block 1, Ironwood Estates Subdivision, Fourth Filing, according to the official plat on file in the Office of the Clerk & Recorder of Yellowstone County, Montana, under Document No. 3378731; thence along the east line of said Lot 15, the following courses and distances:

S 00°35'00" E a distance of 72.22 feet;
thence S 10°22'50" W a distance of 119.79 feet;
thence S 3°05'08" W a distance of 434.22 feet to the intersection of said east line of Lot 15 with the prolongation of the north line of Lot 33A, Block 1 of the Amended Plat of Lot 33, Block 1, Ironwood Estates Subdivision, Fourth Filing, according to the official plat on file in the Office of the Clerk & Recorder of Yellowstone County, Montana, under Document No. 3423267;
thence S 86°54'52" E along the north line of said Lot 33A a distance of 175.00 feet to the northeast corner of said Lot 33A; said corner also being on the west right-of-way line of Aspenridge Drive;

thence along said west right-of-way line the following courses and distances:
S 3°05'08" W a distance of 27.71 feet;
thence along a curve to the left with a central angle of 11°38'36", a radius of 330.00 feet, and a length of 67.08 feet (chord bears S 2°44'10" E a distance of 66.95 feet);
thence S 8°33'28" E a distance of 146.48 feet;

thence along a curve to the right with a central angle of 88°09'05", a radius of 10.00 feet, and a length of 15.39 feet (chord bears S 35°31'05" W a distance of 13.91 feet) to the north right-of-way line of Canyonwoods Drive; thence along said north right-of-way line along a curve to the left with a central angle of 7°44'44", a radius of 1230.00 feet, and a length of 186.28 feet (chord bears S 75°43'15" W a distance of 166.15 feet); thence, leaving said north right-of-way line, S 08°33'28" E a distance of 1.94 feet; thence S 09°18'30" W a distance of 31.76 feet to a point on the centerline of said Canyonwoods Drive; thence S 18°50'29" E a distance of 29.98 feet to a point on the south right-of-way line of said Canyonwoods Drive; said point also being the northeast corner of Lot 14, Block 4 of said Ironwood Estates Subdivision, Fourth Filing; thence

S 48°18'37" E along the east line of said Lot 14 a distance of 140.41 feet to the southeast corner of said Lot 14; thence S 52°49'31" E a distance of 135.43 feet to the northeast corner of Lot 35, Block 4 of Ironwood Estates Subdivision, First Filing, according to the official plat on file in the Office of the Clerk & Recorder of Yellowstone County, Montana, under Document No. 3196396; thence along the north line of Lots 35-44 of said Block 4, the following courses and distances:

S 76°13'37" W a distance of 48.83 feet;
thence along a curve to the right with a central angle of 20°35'31", a radius of 850.00 feet, and a length of 305.49 feet (chord bears S 86°31'23" W a distance of 303.85 feet);
thence N 83°10'51" W a distance of 239.77 feet;

thence along a curve to the left with a central angle of 21°01'21", a radius of 2150.00 feet, and a length of 788.86 feet (chord bears S 86°18'28" W a distance of 784.44 feet) to the northwest corner of said Lot 44, Block 4; thence S 14°12'12" E along the west line of said Lot 44 a distance of 120.00 feet to the southwest corner of said Lot 44 said corner also being on the north right-of-way line of Ironwood Drive; thence along said north right-of-way line the following courses and distances:

along a non-tangent curve to the left with a central angle of 5°40'12", a radius of 2030.00 feet, and a length of 200.88 feet (chord bears S 72°57'42" W a distance of 200.80 feet);
thence along a curve to the right with a central angle of 73°14'58", a radius of 122.00 feet, and a length of 155.97 feet (chord bears N 73°14'55" W a distance of 145.56 feet) to a point on the northeasterly right-of-way line of Woodcreek Drive; thence along said northeasterly right-of-way line the following courses and distances:
thence along a curve to the left with a central angle of 17°35'19", a radius of 52.27 feet, and a length of 161.86 feet (chord bears N 45°25'05" W a distance of 161.23 feet);
thence N 54°12'44" W a distance of 649.89 feet to a point on southeasterly line of Lot 9, Block 1 of said Ironwood Estates, Fourth Filing; thence along said southeasterly line of Lot 9, Block 1 the following courses and distances:

N 35°47'16" E a distance of 141.43 feet;
thence N 65°29'00" E a distance of 153.08 feet;
thence along a curve to the left with a central angle of 65°59'49", a radius of 478.87 feet, and a length of 551.60 feet (chord bears N 32°29'05" E a distance of 521.60 feet);
thence N 00°30'49" W a distance of 220.39 feet to a point on the East-West midsection line of said Section 24; thence N 89°29'11" E along said line, a distance of 1097.90 feet to the POINT OF BEGINNING;

TOGETHER WITH
BEGINNING at the most southerly corner of Lot 2, Block 1 of said Ironwood Estates Subdivision, Fourth filing; thence, N 54°12'44" W along the southwesterly line of said Lot 2 and Lot 3 of said Block 1, a distance of 327.26 feet to the southwestern-most corner of said Lot 3; said corner also being on the southeasterly right-of-way line of Canyonwoods Drive; thence along said southeasterly right-of-way line the following courses and distances:

along a non-tangent curve to the left with a central angle of 41°32'40", a radius of 55.00 feet, and a length of 39.88 feet (chord bears N 04°32'23" E a distance of 39.01 feet);
thence along a curve to the right with a central angle of 52°01'12", a radius of 10.00 feet, and a length of 9.08 feet (chord bears N 09°46'39" E a distance of 8.77 feet);
thence N 35°47'16" E a distance of 68.77 feet;
thence along a curve to the right with a central angle of 90°00'00", a radius of 10.00 feet, and a length of 15.71 feet (chord bears N 80°47'16" E a distance of 14.14 feet) to the southwesterly right-of-way line of Woodcreek Drive; thence along said southwesterly right-of-way line the following courses and distances:

S 54°12'44" E a distance of 289.60 feet;
thence along a curve to the right with a central angle of 13°23'15", a radius of 467.27 feet, and a length of 109.18 feet (chord bears S 47°31'07" E a distance of 108.93 feet) to the northeast corner of said Lot 2, Block 1; thence along the southeasterly line of said Lot 2, Block 1 along a non-tangent curve to the left, from which a radial bears S 24°50'42" E, through a central angle of 314°48", a radius of 2139.97 feet, and a length of 121.26 feet (chord bears S 63°31'54" W a distance of 121.24 feet) to the POINT OF BEGINNING.

The park requirement for this subdivision has been met by a land donation and additional park improvements.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as IRONWOOD ESTATES SUBDIVISION, FIFTH FILING, and the lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever (in perpetuity).

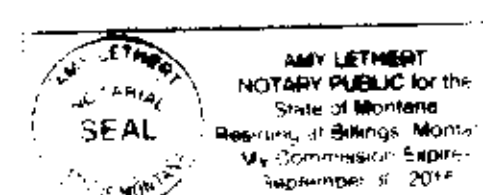
REGAL LAND DEVELOPMENT, INC.

By: David H. Hild
Title: President

STATE OF MONTANA)
County of Yellowstone)

On this 20th day of July, 2012, before me, a Notary Public in and for the State of Montana, personally appeared David H. Hild, known to me to be the person who signed the foregoing instrument as President of REGAL LAND DEVELOPMENT, INC., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Amy Lett
Notary Public in and for the State of Montana
Printed Name
Residing at _____
My commission expires _____



PARK LAND VACATION

Park Lands, within the boundaries of this subdivision, previously dedicated or shown in IRONWOOD ESTATES SUBDIVISION, FIRST FILING, IRONWOOD ESTATES SUBDIVISION, FOURTH FILING AND IRONWOOD ESTATES SUBDIVISION, FOURTH FILING AMENDED Lot 33, have been vacated in Document No. _____

CONSENT TO PLATTING

Document No. 3635917

SUBDIVISION IMPROVEMENT AGREEMENT

Document No. 3635919

DECLARATION AND RESTRICTIONS

Document No. 3635918

QCD 3635920

SP 3635916
06/24/2012 11:34 AM Pages: 3 of 3 Filed: 2012-06-24
Notary Public Seal for Amy Lett, State of Montana, Commission Expires 12/31/15



RES **3635918**
08/24/2012 11:34 AM Pages: 1 of 8 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

IRONWOOD ESTATES SUBDIVISION, FIFTH FILING

THIS DECLARATION, made this 20th day of July,
2012, by **REGAL LAND DEVELOPMENT, INC.**, hereinafter referred to as
"Declarant."

WITNESSETH

WHEREAS, the Declarant is the owner of all of the lots in Ironwood Estates Subdivision, Fifth Filing, situated in the SE ¼ of Section 24, Township 1 North, Range 24 East, and the SW ¼ of Section 19, Township 1 North, Range 25 East P.M.M., Yellowstone County, Montana, hereinafter referred to as the "Subdivision;" and

WHEREAS, in connection with the filing of the plat of the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated August 13, 2012 to the City of Billings, which agreement contains restrictions against the sale, conveyance, or transfer of certain lots in the Subdivision until such time as a private contract has been executed, providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence the restriction against sale, conveyance, or transfer, and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of the premises, the Declarant for itself and its successors and assigns, does hereby declare:

RES

3635918

08/24/2012 11:34 AM Pages: 2 of 8 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT



1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred, or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Proposed Future Phases

Lots 3 through 61, Block 1; Lots 2 through 15, Block 2; Lots 2 through 18, Block 3; all in Ironwood Estates Subdivision, Fifth Filing, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (90 lots total).

2. It is the express purpose of intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above described lots until such time as a private contract has been executed and necessary funding guarantees provided, providing for the construction and installation of those public improvements required under the above described Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop Ironwood Estates Subdivision, Fifth Filing, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard, a release of some but not all of the above described lots may be executed and recorded, from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.
3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Billings, pursuant to the provisions contained in paragraph X. of the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.
4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE, OR TRANSFER, AND OF THE

RES

3635918

08/24/2012 11:34 AM Pages: 3 of 8 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT



TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.

5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey, and transfer all of the above described lots, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties, or entities; provided, however, that such sale shall be subject to this Declaration and lots shall continue to be subject to the restrictions herein provided against the sale, transfer, and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer, nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.
6. The terms and conditions of this Declaration shall run with the land, and shall be binding upon and shall inure to the benefit of the Declarant, the City of Billings, and their successors and assigns.

RES

3635918

08/24/2012 11:34 AM Pages: 4 of 8 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT



IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

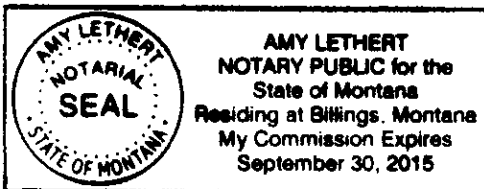
"SUBDIVIDER"

REGAL LAND DEVELOPMENT, INC.

By: [Signature]
Its: [Signature]

STATE OF MONTANA)
: SS
County of Yellowstone)

On this 20th day of July, 2012, before me, a Notary Public in and for the State of Montana, personally appeared Daniel Wells, known to me to be the President of REGAL LAND DEVELOPMENT, LLC, the person who signed the foregoing instrument and acknowledged to me that he/she executed the same. Witness my hand and seal the day and year herein above written.



Amy Lethert
Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

RES

3635918

08/24/2012 11:34 AM Pages: 5 of 8 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT



Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

EXHIBIT A RELEASE

IRONWOOD ESTATES SUBDIVISION, FIFTH FILING

THIS RELEASE, made this _____ day of _____, 20____, by the undersigned, **REGAL LAND DEVELOPMENT, INC.**, and **THE CITY OF BILLINGS**, a municipal corporation.

WHEREAS, the hereinafter described real property is subject to that certain Declaration of Restrictions on Transfers and Conveyances (the "Declaration") dated _____, 20____, and recorded _____, 20____, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to the terms of that certain Subdivision Improvements Agreement by and between the undersigned dated _____, 20____, and recorded _____, 20____, under Document No. _____, in the office of Yellowstone County Clerk and Recorder; and

WHEREAS, in accordance with the provisions of said Subdivision Improvement Agreement and the Declaration, a private contract has been executed and necessary funding guarantees have been provided, as the case may be, providing for the installation and construction of all required public improvements to serve the hereinafter described real property.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby declare and agree that all restrictions and conditions contained in said Declaration are hereby released and discharged, and shall be of no further force and effect, as the same relate to the following real property situated in Yellowstone County, Montana:

RES

3635918

08/24/2012 11:34 AM Pages: 6 of 8 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT



Lot(s) _____, Block _____, in Ironwood Estates Subdivision,
Fifth Filing, in the City of Billings, Montana, according to the official plat on file
and of record in the office of the Clerk and Recorder of said County, under
Document No. _____.

IN WITNESS WHEREOF, the parties have executed this Release as of the day
and year first above written.

"SUBDIVIDER"

REGAL LAND DEVELOPMENT, INC.

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public
in and for the State of Montana, personally appeared _____,
known to me to be the _____ of REGAL LAND DEVELOPMENT,
INC., the person who signed the foregoing instrument and acknowledged to me that
he/she executed the same. Witness my hand and seal the day and year hereinabove
written.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

3635918

08/24/2012 11:34 AM Pages: 7 of 8 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT

[illegible]

CITY OF BILLINGS, MONTANA

By: _____

By: _____

STATE OF MONTANA)
County of Yellowstone) :ss

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the same on behalf of the City of Billings.

Notary Public in and for the State of Montana
Printed name: _____
Residing in Billings, Montana
My commission expires: _____

RES

3635918

08/24/2012 11:34 AM Pages: 8 of 8 Fees: 56.00
Jeff Martin Clerk & Recorder, Yellowstone MT



Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

EXHIBIT B
CERTIFICATE
IRONWOOD ESTATES SUBDIVISION, FIFTH FILING

The undersigned, being the duly authorized representative of the Department of Public Works, City of Billings, Montana, does hereby certify that a private contract has been executed and necessary funding guarantees have been provided to construct and install the public improvements required to serve the following described property in Yellowstone County, Montana:

Lot(s) _____, Block _____, in Ironwood Estates Subdivision, Fifth Filing, in the City of Billings, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. _____.

This certificate is being executed to show compliance with the terms of that certain Subdivision Improvements Agreement dated this ____ day of _____, 20__, by and between Regal Land Development, Inc., and the City of Billings, and that certain Declaration of Restriction on Transfers and Conveyances dated this ____ day of _____, 20__, covering Ironwood Estates Subdivision, Fifth Filing, and to provide the basis for the execution and recording of a Release from the terms of said Declaration pursuant to the terms of said Agreements.

Dated this ____ day of _____, 20__.

DEPARTMENT OF PUBLIC WORKS
CITY OF BILLINGS, MONTANA

By: _____

Title: _____

Return To:
Chicago Title Ins. Co.

RES **3635934**
08/24/2012 11:52 AM Pages: 1 of 30 Fees: 220.00
Jeff Martin Clerk & Recorder, Yellowstone MT

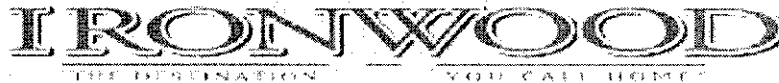


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RES

3635934

08/24/2012 11:52 AM Pages: 2 of 30 Fees: 220.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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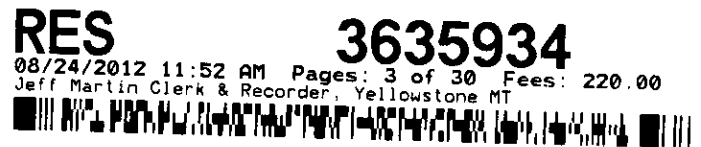
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND DESIGN GUIDELINES
FOR THE HIGHLANDS AT IRONWOOD**

ARTICLE 1- DECLARATION OF PURPOSE AND BINDING EFFECT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

("Declaration") is made this 22 day of June, 2012 by Regal Land Development Inc., a corporation whose Articles of Organization are on the file with the Montana Secretary of State, hereinafter referred to as "Grantor" or "Developer".

a. Grantor is the present owner of the following described real property located in the City of Billings, Yellowstone County, Montana, hereinafter referred to as "Property" or as "The Highlands at Ironwood": All lots in Ironwood Estates Subdivision, Fifth Filing, according to the official plat thereof on file and record in the office of the Clerk and Recorder of Yellowstone County, Montana.

b. Grantor intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Property and the Owners thereof, to protect the high quality development and to endeavor to assure adequate maintenance of the Project and improvements located thereon. The Grantor emphasizes the importance of enhancing and protecting the value and natural integrity of the Project and retains the ability to adjust and amend the covenants and provisions set forth in this document in its sole discretion.

c. Grantor hereby declares that the Property shall be held, conveyed, sold and improved, subject to the declarations contained herein, limitations, covenants, conditions, restrictions and easements and every part thereof, all in accordance with the plan for the subdivision and sale of the Property as a planned residential community. All of these declarations, limitations, covenants, conditions, restrictions and easements shall constitute covenants and encumbrances shall run with the land and each estate therein, and shall be perpetually binding upon all Owners and their successors-in-interest and assigns, and all Persons having or acquiring any right, title or interest in or to any Lot, parcel or portion of the Property; and shall inure to the benefit of each Grantee and his respective successors in interest, and the Owners Association named below. All Owners by acceptance of a deed to any Lot subject to this Declaration, and all purchasers of lots under a contract of sale, agree to conform to, and be bound by these covenants, conditions and restrictions, and to accept jurisdiction of the Homeowner's Association, its Board of Directors, and the Design

Review Committee, or grantor in all matters so defined by these covenants, conditions and restrictions.

d. Grantor does hereby make, establish, confirm and impress upon all of said real property the following covenants, conditions and restrictions, limitations, easements, and equitable servitudes, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any lot, parcel or portion thereof, and to sustain the value, desirability and attractiveness of the Property.

ARTICLE 2- EXPANSION

1. Addition of Lots to this Declaration. Developer hereby reserves the right, in its sole discretion, until the twentieth anniversary of the recordation of this Declaration, to add any or all lots in subsequent filings of Ironwood Estates Subdivision (hereafter referred to as expansion property,) to the provisions of this Declaration, without the consent of any other owner, mortgagee, or trustee or beneficiary of any trust indenture.

2. Conditions of Expansion. Developer may proceed with addition of expansion property without consent of the Highlands at Ironwood, a Montana Non-Profit Owners Association, or any of the members of that Association, subject to the following conditions:

a) Developer may add expansion property to the provisions of this Declaration one or more lots at a time, in any order by executing and recording an amendment to this Declaration, adding the expansion lots to the provisions of the Declaration.

b) From and after the recording date of each such amendment the owners of newly added expansion property shall be members of the Highlands at Ironwood Non-Profit Owners Association, and shall be bound by the provisions of this Declaration and the By-laws of the Highlands at Ironwood Non-Profit Owners Association, as the same may be amended from time to time.

ARTICLE 3-DEFINITIONS

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project documents, shall have the following meanings:

1. **Articles.** The Articles of Incorporation of the association, as restated or amended from time to time.
2. **Assessment.** Fees payable by an Owner to the Association as determined by the Board of Directors pursuant to this Declaration. Assessments may be designated as Regular Assessments, Special Assessments and Extraordinary Assessments as those terms are more specifically defined in this Declaration.
3. **Association.** The Highlands at Ironwood Non-Profit Owners Association, an Association formed by Grantor in conjunction with the execution and recordation of this Declaration.
4. **Board or Board of Directors.** The Board of Directors of the Association, as it shall be constituted from time to time as more specifically defined in Article 2 of this Declaration.
5. **Bylaws.** The Bylaws of the Association as restated or amended from time to time. The initial Bylaws are attached hereto as Exhibit "A".
6. **Declaration.** This Declaration of Covenants, Conditions and Restrictions as amended from time to time.
7. **Design Review Committee or DRC.** A committee appointed to review all Plans for Improvements within the Project. The Committee shall be established and function according to procedures pursuant to Article below.
8. **Design Standards.** Guidelines and standards for Lot and Common Area Improvements as set forth in this Declaration and as amended from time to time.
9. **Developer.** Regal Land Development and any person or entity to whom it conveys its developmental rights. No successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder, unless specifically set forth in a conveyance.
10. **Governing Documents.** The Article of Incorporation of the Association, this Declaration, and the Association Bylaws, all as initially drawn by the Grantor and filed and recorded as the case may be, and all as may be duly amended from time to time.
11. **Grantor.** Regal Land Development, and any person or entity to whom it conveys its developmental rights
12. **Improvement.** Any man-made undertaking including Major Excavations or erection of a Structure(s), establishment of any driveway, parking pad or other surface which would result in consequences for adjoining Property, Lots and Owners, or which would significantly modify the physical appearance of any Lot.

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13. Ironwood and the Highlands at Ironwood. Ironwood Estates Subdivision, Fifth Filing, in the City of Billings, Yellowstone County, Montana, and lots in any subsequent filing of Ironwood Estates, if those lots are later subjected to the provisions of the Declaration by Developer.
14. Lot. Any of the parcels of land intended for improvement as shown on the plat of Ironwood Estates Subdivision, Fifth Filing, and any subsequent filing subjected to this Declaration
15. Member. A member of the Association, as defined in Article 9 of this Declaration.
16. Owner or Owners. The record holder or holders of title of a Lot or Lots within the Project. This shall include any Person having a fee simple title to any Lot, but shall exclude Persons or entities having any interest merely as a security for the performance of any obligation. Further, if any Lot is sold under a recorded contract for sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner".
17. Person. Any natural person, corporation, partnership, association, trustee, personal representative of a decedent's estate, or other legal entity.
18. Plans. Includes the site plan, building plan and landscape plan presented for review and approval by the Design Review Committee.
19. Property. The real property described above which is subject to this Declaration, and every easement or right appurtenant thereto, and all improvements on that real property.
20. Project. The Subdivision known as "Ironwood", Fifth Filing, as platted and approved by the City of Billings Montana, and lots in any subsequent filing of Ironwood Estates Subdivision, , if those lots are later subjected to the provisions of this Declaration by Developer.
21. Project Documents. This Declaration and the Articles and Bylaws of the Association, as each exists or may be restated or amended from time to time.
22. Structure. A man-made edifice including residences, guest houses, garages, shops, sheds, gazebos, platforms, solar cells, wind turbines, decks and constructed patios, in excess of 100 square feet in area and/or four feet in height.
23. Zoning Ordinance. Provisions of the city of Billings, Montana zoning codes and ordinances, as amended from time to time, which are applicable to the Project.

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ARTICLE 4-USE RESTRICTIONS

1. Residential Use. Except as provided below, Lots shall be used only for single family residential purposes. No Structure shall be erected on any Lot except one single family residence with or without an attached garage, one private detached garage and/or shop for the use of occupants of such residence, and one additional outbuilding having no more than 300 square feet of floor area. The term residence as used herein excludes every form of boarding and lodging house, sanitarium, hospital or similar structure or use.

2. Commercial Use. Except as otherwise provided below, no Lot shall be used at anytime for business or commercial activity, or other non-residential purposes excepting, however, that a home business may be operated out of a residence where the use or activity complies with all of the following criteria: 1) the business is conducted exclusively by Persons residing on the Lot and/or immediate family members of such Persons, and 2) no noticeable increase in traffic over and above normal residential activity is generated by such home business, and 3) no exterior signs or other indications of the home business shall be displayed, and 4) the business activity complies with all requirements of the City of Billings zoning ordinances.

3. Buildings must be new. Any building or residence erected on a Lot shall be of new construction; no old or used buildings shall be moved onto any Lot.

4. Temporary Residence. No trailer or other vehicle, temporary structure, garage, accessory building or outbuilding shall be used as living quarters or as a residence.

5. Parking. No recreational vehicles, boats, campers, or trucks larger than those having a two-ton manufacturers rating shall be parked or stored on a road or driveway within the Project, excepting due to emergencies or while making deliveries. No utility, boat, travel or other trailer, motor home, recreational vehicle, commercial vehicle, bus, or truck having a manufacturers rating of more than two-tons, inoperable vehicle or equipment, or vehicle which is an extreme state of disrepair, shall be permitted to remain on any Lot, other than temporarily for the purposes of loading or unloading passengers and/or personal property. Temporarily loading and unloading is defined as not more than five consecutive days unless placed or maintained within an enclosed structure. Small utility tractors shall be stored in an enclosed structure. All other motorized vehicles shall be parked or driven only on roadways, driveways, garages and designated parking areas. No heavy machinery, heavy equipment or similar items shall be stored, kept or maintained on a Lot except in the course of active construction.

6. Nuisances. No noxious or illegal activity shall be conducted in the Highlands at Ironwood, nor shall anything be done to interfere with the quiet enjoyment of the other Owners or occupants of Lots. Excessive emission of fumes, odors, glare, vibration, gases,

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radiation, dust, liquid waste, smoke or noise is prohibited in the Highlands at Ironwood. No Person shall maintain, allow or establish a private or public nuisance on any Lot.

7. Noise. Residents, their families and guests shall exercise care about making noise which may disturb other residents. No excessive noise of any kind is permitted between the hours of 7:00 a.m. and 11:00 p.m. The Board of Directors; after giving one warning, may fine owners who continue to violate this restriction; such fines will be treated as a Special Assessment.

8. Trespass. Residents and their families and guests shall take care not to trespass on other Lots while using the trails or the parks in the Highlands at Ironwood.

9. Maintenance. Each Lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat and orderly condition at all times.

a. General Maintenance. Each Owner shall maintain all Improvements and landscaping located on their Lot, and the landscaping on the berm in the right of way in front of their Lot, in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, and otherwise maintain the same in a neat and aesthetically pleasing condition. All damage to any Improvements shall be repaired as promptly as is reasonably possible.

b. Lots. Owners shall maintain vacant lots until construction is commenced. Maintaining a lot shall include not allowing natural vegetation to grow beyond six inches in height.

c. Unsightliness/Blight. Any event or condition on a Lot which in the sole discretion of the Board or grantor, creates an unsightly or blighting influence, shall be corrected or removed, as the case may be, by the Owner, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

d. Restoration/Removal of Residential Improvements. In the event any destruction of any portion of any Improvement, it shall be the duty of the Owner to restore and repair the same to its former condition or remove such Improvement as promptly as practical. If an Improvement is removed, the grounds of the affected area shall be restored in topography and vegetation so as to prevent any environmental damage and be aesthetically acceptable. Plans for reconstruction, remodeling or renovation of the exterior of an Improvement shall be reviewed and approved by the DRC before construction begins

e. Maintenance by Association. In the event that any Owner shall permit any improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board shall notify the Owner to take corrective action. If corrective action is not taken by the Owner within such reasonable time, as

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determined by the Board, after receiving said notification, the Board may cause such corrective action to be taken and shall assess the expense of correction to the Owner as a special assessment.

10. Screening. All unsightly facilities, equipment, objects and conditions shall be enclosed within an approved Structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept in covered containers that shall be screened from public view. All screening must conform to the standards set forth in the Design Standards.

11. Animals/Pets. Except as otherwise provide herein, no wild animals, cattle, pigs, poultry, goats, horses or livestock of any kind shall be raised, bred or maintained on any lot. Domesticated dogs, cats, birds or other household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided they are not kept, bred or maintained for any commercial purpose.

12. Drainage. No Owner, Member or Person shall change or interfere with the designed drainage of any part of the Property in connection with Plans approved by the Billings City Engineer.

13. No Further Subdivision. No Lot shall be further subdivided, provided however that: 1) A lot may be enlarged by consolidation with an adjacent Lot which shall be evidenced by a recorded instrument, and the resulting larger parcel shall thereafter be deemed to constitute a single Lot for all purposes. This restriction shall not prevent an Owner from transferring or selling any Lot to more than one Person to be held by them as tenants in common or joint tenants.

14. Signs. The only approved signs allowed on any Lot will be the following: "Home for Sale" or "For Rent" (commercial or by-owner), small signs designating home security (supplied by agency), signs temporarily posted for yard sales, and election signs. Election signs may only be displayed on Lots during the thirty day period prior to the election, must be removed the day following the election, must be pertinent to election issues or candidates, and shall not exceed two feet by three feet in size. No signs shall be permitted in parks, on trails or in public right of way, including the berm along the road, except those installed by or required by the City of Billings and the signs placed in these areas by the Board.

15. Noxious Weeds. Each owner shall control noxious weeds on his or her Lot.

ARTICLE 5-CONSTRUCTION REQUIREMENTS

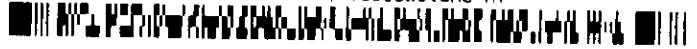
1. **Design Standards.** All improvements to any Lot shall comply with the Design Standards as set forth in this Declaration, as they may be amended and adopted from time to time
2. **Design Review.** No Improvement shall be built, constructed, reconstructed, erected, placed or materially altered on any Lot until applicable Plans therefore have been reviewed and approved by the DRC.
3. **Driveways.** All driveways and walkways constructed to service an individual lot shall be constructed with an all weather surface of finished concrete or asphalt base.
4. **Scheduling.** The Owner or the Persons performing the construction activity shall provide the DRC with the tentative construction schedule no later than one (1) week prior to initiating construction.
5. **Duration.** Construction of Improvements on a Lot shall be commenced within one (1) year from the date of design review approval. Construction shall be diligently performed from this commencement to completion of the exterior of the Structure(s) and any necessary improvements to the grounds surrounding and affected by constructed of the Structure(s). In any event, the exterior appearance of the Structure(s) shall be completed within one (1) year after the commencement of construction unless the DRC approves an extension due to extenuating circumstances; the owner of the lot or lots shall, within a period of one year after occupancy of a newly constructed dwelling on the lot, provide grass and/or other appropriate landscaping to cover all unimproved or disturbed areas of the lot or lots.
6. **Compliance with Project Documents.** It is the responsibility of the Owner to make sure that any and all contractors, subcontractors, material suppliers and others working on an improvement to the Owner's Lot comply with all Project Documents. Failure to comply with the Project Documents may result in fines being levied against the Owner and/or a directive from the Board to discontinue construction (stop work order). Fines will be charged to the Owner as a Special Assessment.
7. **Material Storage and Removal.** No building material of any manner or character shall be placed or stored on the property until the owner is ready to commence construction of improvements. All materials stored on-site during construction shall be neatly stacked on the Lot where they will be used.
8. **Contractor Parking.** Contractors, subcontractors, material suppliers and other Persons involved in the construction of Improvements shall park only on the Lot on which they are working.

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9. Construction Hours/Noise. In an effort to maintain the tranquility of the Project and to minimize inconvenience to neighboring Lots, no exterior construction activity shall commence before 7:00 A.M. or continue after 8:00 P.M., and no excessively loud playing of radios, or other amplification devices shall be allowed by construction workers so as to disturb Lot Owners.

10. Cleanup of Construction Debris. Owners shall require that all construction workers take reasonable measures to contain construction debris, including coffee cups, food wrappers, on that Owner's Lot; the Owner must arrange for cleanup of debris on the site and on surrounding areas at least twice a week during construction.

11. No Modular or Log Homes. No manufactured home, modular home or log home shall be permitted in the Highlands at Ironwood.

ARTICLE 6-UTILITIES

1. Utility Lines. All utility lines, cables and pipes shall be placed underground; no overhead lines shall be permitted. Installation of all underground services shall be coordinated to minimize the amount of excavation required. Each Owner is responsible for installation of underground services across his or her Lot from the adjacent service pedestal or junction box.

2. Satellite Dishes and Antennas. No antennas or satellite dishes exceeding one meter in diameter or diagonal measurement shall be installed on the exterior of any building, or in a yard without prior written approval of the Board. Owners may install one or more small satellite dish or antenna not exceeding one meter in diameter or diagonal measurement in the yard at the back or side of their home, or on the exterior surface of their home, without prior approval of the Highlands at Ironwood DRC. The location of the satellite dishes and antennas must comply with the ordinances of the City of Billings.

ARTICLE 7-DESIGN REVIEW

1. Design Review. For the purposes of assuring the development of the Project as an area of high standards, the Grantor reserves the right to assure that any Improvement that is constructed on individual Lots and the Property meet standards and guidelines as set forth in this Declaration, including the Design Standards described below. Grantor reserves the right to make exceptions to the Design Standards as it shall deem necessary and proper. Grantor shall have the authority to augment, amend, or otherwise modify such Design Standards from time to time, without consent of any other owners. The DRC, without consent of any other owners may modify the Design Standards or adopt additional ones as it

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sees fit, and may authorize exceptions to the Design Standards as it sees fit. At least 4 of the 5 members of the DRC must consent, in writing, to the new or modified standards.

2. Design Review Committee. So long as Grantor owns any of the above-described lots, and any Lots which are hereafter subjected to the provisions of this Declaration, Grantor shall have the sole authority to appoint a Design Review Committee (DRC), to consider and review any and all Plans submitted for approval based on Design Standards set forth in this Declaration. Regal Land Development, in its sole discretion, may elect to turn over its power to appoint the Design Review Committee members to the Association at any time prior to a sale of all lots which are subject to the Declaration.

3. Required Plan Review. Subject to the exemption of the Grantor, no Improvement shall be erected, constructed, placed, continue to be constructed, or maintained upon any lot, nor shall any major remodeling, reconstruction or alteration of a Structure's exterior be made or continue to be made, nor shall any Major Excavation occur on the Property, unless and until the same has been approved in writing by the DRC.

4. Review Fees. The DRC shall have the right to require an Owner submitting an application for approval of Plans, or for preliminary review, to pay a review fee to compensate the DRC for reasonable expenses incurred in reviewing and processing the application. All applications shall be accompanied by the required review fee. The DRC shall not be obligated to initiate review of an application until such fees are paid. In addition, if the DRC determines that it is necessary or advisable to employ an architect or engineer to assist with review, it may do so. Fees paid to the architect or engineer shall be billed to the owner of the lot under review as special assessment by the Board, upon notification of the amount of those fees by the DRC, or in its discretion the DRC may require the Owner to pay those fees to the DRC before conclusion of the review process.

The DRC shall determine the amount of the application fee, and the preliminary review fee to be paid, and mail all owners a schedule of the amounts of the fees. The fees shall equal the estimated average of the costs which will be incurred by the DRC during the review process. The DRC may modify the fee schedule from time to time, as review costs increase or decrease.

5. Preliminary Plan Review. Preliminary plan review shall be an optional informal advisory process intended to be an open dialogue process between an Owner and/or a prospective buyer of an owner's Lot and a member of the DRC. At an Owner's request a preliminary plan review may be held to review proposed building and landscaping concepts and to discuss site considerations with a designated representative of the DRC. Request for a preliminary review shall be arranged by contacting a member of the DRC by phone or by mail. The DRC shall use good faith efforts to initiate the preliminary plan review process within ten (10) working days of receipt of any request for such review. The Owner requesting such review shall be liable for a non-refundable preliminary review fee, payable at

the time the general plan is submitted. The Person, or Persons, proposing the construction of an Improvement, should provide the designated DRC representative(s) with a general plan relating the following information for preliminary review; a) layout of driveways and parking areas, b) location, design and size of Structures, c) Major Excavations and effect on existing topographical features, and d) drainage patterns and stormwater system.

These general plans can consist of sketches, drawings and photos, and be related verbally to the DRC representative. It is the responsibility of the owner or purchaser to relate enough information to allow the DRC representative to make an informed review; setbacks, natural screening, architectural concept, exterior finishes and materials, building heights, view corridors, site drainage and stormwater management, access drives, on-site parking, proposed outbuildings, utilities, preservation of existing trees, compatibility with surroundings and the requirements necessary for the final application. The designated DRC member(s) providing the review shall document their findings in writing.

6. Review Application. Before beginning the construction of any Improvement, any alteration of a Structure's exterior, or any landscaping changes, the Person desiring to erect, construct, or modify the same shall submit to the Board two sets of Plans for the proposed Improvements. These Plans shall be signed by the Owner, contain all information requested and be accompanied by all other material to be submitted, as hereinafter provided, and by the review fee.

All review applications shall contain, or have submitted therewith, the following materials as deemed appropriate for the proposed Improvement, collectively called Plans, prepared in accordance with acceptable standards and submitted with an application form, if any, as approved by the DRC:

- a. Site Plan: A site plan showing: 1) the location of all Improvements including Structures, fences, walls, driveways, parking areas, utilities, outbuildings, decks; and 2) existing topography and contour in relation to the proposed Improvement and cut and fill excavation requirements; and 3) other pertinent information relating to the Improvements. General or typical cross-sections and profile plans shall be submitted where Major Excavation is proposed.
- b. Building Plan: A building plan which shall consist of: 1) the Structures dimensions; and 2) elevation drawings or sketches of the exterior of the Structure(s); and 3) information concerning the exterior of the Structure(s) which shall indicate all exterior colors, materials and finishes, including roof, to be used.
- c. Landscape Plan: A general landscape plan and/or drawings of proposed landscape features including planting areas, location of existing trees and proposed

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removal of such, proposed plant types, drainage plans and a Stormwater Management Plan.

d. Other Information: The Board may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the DRC in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the DRC, in reviewing and processing the application.

7. Basic of Approval. In reviewing the application and the materials submitted and in reaching a decision thereon, the DRC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complimentary design and appearance, of a quality required to maintain the Project as a first class residential development. Approval by the DRC shall be based, among other things, on a) the Design Standards, b) the adequacy of the Lot dimensions in relation to the Plans, c) conformity and harmony of external design with neighboring Improvements, d) the effects of location and use of proposed Improvements on neighboring Lots and Common Area, e) relation of Improvements and finished ground elevations to existing topography and grades, f) natural landscaping of the Lot in relation to that of neighboring Lots, g) proper facing of the main elevation with respect to that of neighboring Lots, g) proper facing of the main elevation with respect to adjacent Lots and Common Area; h) the overall aesthetics of subdivision; and i) the conformity of Plans to the purpose and general plan and intent of the Declaration. Because the review does include judgments about aesthetics by the DRC and because the aesthetic consideration cannot be clearly defined in this Declaration, the decisions of the DRC will be subjective in nature. Each Owner, by acceptance of a deed to any lot subject to this Declaration, including expansion Lots, agrees to accept the aesthetic decisions to the DRC as final and binding, and waives any right to challenge those decisions through legal action.

8. Decision. Unless extended by mutual consent of the Owner and the DRC, the DRC shall render its decision with respect to the application within thirty (30) days after the receipt of a complete application. If additional information is requested of the Owner to complete the review, a reasonable amount of additional time shall be allowed for the DRC to consider this information prior to rendering a decision. The decision of the DRC can be in the form of an approval, a conditional approval, or denial and shall be in writing, dated and signed by two members of the DRC. A copy thereof shall be mailed to the Owner at the address shown on the application. Approval of Plans shall be evidenced by a written endorsement on such Plans, a copy which shall be delivered to the Owners of the Lot upon which the proposed Improvements are to be located. A copy of such approved Plans shall be kept on the respective Lot during the entire course of work to which said Plans relate. No significant changes or deviations in and from such Plans, as approved, shall be made without the prior written consent of the Board. A denial of an application shall state the reasons for

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such denial. Conditional approval of proposed Plans as submitted and reviewed may be granted by the DRC outlining specific changes, alterations and amendment to such Plans that shall be required in construction of the proposed Improvement. Owner shall acknowledge acceptance of any conditional approval in writing prior to the start of construction.

9. Variances. The DRC may waive or grant variances to any building and design conditions and restrictions contained in this Declaration, to the Design Standards, and to any prior approval of the DRC, when, in the sole discretion of the DRC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations, or hardship may so require, or when the proposed Improvement is not in strict conformance with the Design Standards, but meets the aesthetic intent of the Design Standards.

10. Changes to Approved Plans. Owners must obtain approval of the DRC to any changes to approved plans if those changes affect the exterior of the building or the landscaping or other exterior improvements. A copy of approved revisions must be attached to the approved Plans, and be available at all times on the respective Lot during the course of construction.

11. Inspections. The Owner shall be responsible for the construction improvements in accord with approved Plans whether or not the members of the DRC perform any inspections. The DRC is empowered to inspect all work in progress on any Lot at any time but is not obligated to do so. Such inspections shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application. Should the DRC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner, and to the Board, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives; a) the Owner shall immediately cease the activity which constitutes a deviation or violation, and/or b) the Owner shall adhere to the corrective measures set forth in the written notice.

12. Non Liability. Neither the DRC nor any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or other Person for any loss, damage or connected with the performance by the DRC members of their duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. The aforementioned parties assume no responsibility for; a) the structural capacity, safety features, or building code compliance of any Improvement, or b) whether or not the location of a proposed Improvement is free from possible geologic or natural hazards, or other possible hazards caused by conditions occurring either on or off the subject property, or c) the internal operation or functional integrity of any Improvement, or d) any City of Billings, Montana zoning ordinance or building code violations. Every Person who submits an application to the DRC for approval of Plans agrees, by submission of such an application, and every Owner agrees, by acquiring

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title thereto or an interest therein, not to bring any action or suit against the Association, the Board, members of the DRC, or the Grantor or its officers, partners, employees, agents, successors or assigns to recover damages as a consequence of the design review process set forth herein.

13. Enforcement. The decisions of the DRC and the requirement to obtain approval of the DRC may be enforced by the Board or by any Owner by bringing an action for specific performance, or for an injunction, prohibit or mandatory. Such actions shall be timely if brought within four months after the DRC issues a written notice of the violation or within four months after it becomes apparent that an owner has not obtained the required approval or has deviated from the approval plans, whichever occurs later. In any such action, the prevailing party shall be entitled to recover all costs and attorney fees incurred from the losing party.

ARTICLE 8- DESIGN STANDARDS

1. Landscaping. Landscaping for the grounds affected by construction of, and in the immediate area of an improvement shall be completed within twelve (12) months after occupancy.

2. Setbacks.

- a. No in-ground swimming pool or like facility shall be constructed on any Lot within 10 feet of any Lot line and only as permitted under the applicable zoning laws.
- b. No residence or other building shall be located on any lot so that any part of the building, other than awnings or minor decorative fixtures, is nearer than 20 feet from the front line of the lot on which the building is located (front setback).
- c. No building shall be located less than seven (7) feet from either side lot line of the lot on which the building is located, measured from the lot line to the nearest wall of the building (the side setback).
- d. Setbacks from any street for a building situated on a corner lot shall comply with the City of Billings Zoning Ordinances, and with the front and side setbacks set forth in this section.
- e. Owners must comply with these setback requirements, and with the setback requirements imposed by the City of Billings in its zoning ordinances in effect at the time of construction.

3. Design of Structures.

- a. Traditional Design. As the design of all structures shall be traditional in attitude, the use of the traditional forms and design elements (e.g. pitched roofs, columns, arches, trellises, dormers, etc.) is encouraged. There is no requirement for a literal

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interpretation of a traditional style, but the design of all structures should address the environment and homes customary to the community.

- b. Exterior Walls. Exterior walls of all structures shall be sheathed with brick, stone, clapboard, or stucco. The DRC shall have the right to approve or disapprove the appropriateness of the material choice for the each particular situation, and may expand the list of allowable materials, as new materials become available.
- c. Roof. All roofs of all structures shall be pitched at an angle not less than 4/12, and shall be clad in composite shingles or slate or a slate-composite material, provided that another roof employing other materials will be permitted if architecturally harmonious. Lots having an area of 40,000 thousand square feet and roofs that are over eighty percent of the maximum height must be stepped in design. This means that the highest ridge length must be less than half the widest parallel width of the foundation. For lots less than 40,000 square feet, roofs that are over 80% of the maximum height must be stepped in design. This means that the highest ridge length must be less than half the widest parallel width of the foundation.
- d. Accessory Buildings. The construction materials for all accessory buildings and other structures shall be compatible with the Home and the other requirements of this declaration.
- e. Minimum houses sizes. The minimum size for homes in the Highlands at Ironwood are as follows: Lots with total square footage less than 20,000 feet; Ranchers 1,500 square feet Multi-level 1,800 square feet. Lots with total square footage between 20,000 and 30,000 square feet: Ranchers 1,800 square feet Multi-level 2,450 square feet. Lots with total square footage over 40,000 square feet: Ranchers 2,000 square feet Multi-level 2,650 square feet. For purposes of this subsection, square footage shall equal the interior square footage of each floor or level of a home excluding full or daylight basements, garages and porches.
- f. Height. For lots that have 40,000 square feet or more of area, the maximum height of any structure is 48 feet. This height will be determined by taking the average of the lowest and the highest grade point at the foundation; this average will establish the base elevation from which the highest part of the structure may not exceed 48 feet. For lots with footage between 30,000 and 40,000 square feet of area, the maximum height of any structure will be 48 feet. This height will be determined by taking the average of the average of the lowest and the highest grade point at the foundation; this will establish the base elevation from which the highest part of the structure may not exceed 40 feet. For lots with footage between 20,000 and 30,000 square feet of area, the maximum height of any structure will be 38 feet. This height will be determined by taking the average of the lowest and the highest grade point at the foundation; this will establish the base elevation

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from which the highest part of the structure may not exceed 38 feet. This means that the highest ridge length must be less than half the widest parallel width of the foundation. For lots with footage between 15,000 and 20,000 square feet of area, the maximum height of any structure will be 36 feet. This height will be determined by taking the average of the lowest and the highest grade point. This will establish the base elevation from which the highest part of the structure may not exceed 36 feet. For lots with footage less than 15,000 square feet of area, the maximum height of any structure will be 34 feet. This height will be determined by taking the average of the lowest and the highest grade point at the foundation. This will establish the base elevation from which the highest part of the structure may not exceed 34 feet.

4. Fences. No fence or hedge or landscaping or similar enclosure (hereafter fences) shall unreasonably restrict or block the view of nearby Lots. For this purpose, fences shall be maintained at a height not greater than six (6) feet (except pool enclosures). No fences shall be constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the DRC.

- a. The finished side of the fence must be erected so as to face the public view.
- b. No chain link or wire fence will be approved.
- c. No solid fence on or near a property line which exceeds four feet in height will be approved. Taller fences along property lines must be constructed so that they do not block the view from other Lots.
- d. Any partial decorative fencing unit can be painted stained, or weathered naturally providing there is a consistent and maintained finish.
- e. If a submission is made to the DRC for any structure upon a residential property that is deemed hazardous, the DRC reserves the right to require fencing of a designated height and type as a condition of approval.

5. Yard lights. Each home shall have a "yard" light. The yard light will be placed on a post in the front yard so as to provide lighting to the front yard, walkways and the front of the home. The design of the yard light will be in keeping with the design of the home and the neighborhood. No high intensity lighting will be allowed.

6. Removal of Soil. Except as required for permitted construction, there shall be no removal of topsoil, sand, gravel, minerals or other materials, dredging or filling or changing in topography except as approved by the DRC.

7. Color.

- a. After initial construction, no Home exterior or other structure shall be painted or stained until the color thereof has been approved by the DRC. The DRC shall have the right to refuse to approve the color of any paint or stain which, in its sole discretion, is inconsistent with the color scheme, or may detract from the value, of

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the other Homes located in the Subdivision or which color is not suitable or desirable for aesthetic or other reasons.

- b. Each Home must be painted or stained in a consistent fashion, and no Home shall be painted or stained in more than one Color, except that window and door trim, shutters, eaves, porches and similar design elements may be another color if approved by the DRC.
- c. The exterior color palette of all structures should be subdued or moderate in intensity, with color tones tending toward the neutral end of the value scale.

Pools and Hot Tubs. Permanent above ground swimming pools are not permitted. Exterior hot tubs must be screened from adjacent properties and streets. All pumps, filters and equipment for spas must be located so as not to cause a nuisance to neighbors and must be screened from view.

ARTICLE 9-OWNERS ASSOCIATION

1. Organization of Association. The Association is or shall be created under the name of THE HIGHLANDS AT IRONWOOD NON-PROFIT OWNERS ASSOCIATION, a non-profit corporation organization and existing under the laws of the State of Montana, charged with the duties and vested with the powers prescribed by laws and as set forth in the Governing between the Articles of Incorporation and Bylaws of the Association and this Declaration, this Declaration shall prevail.

2. Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation of the Association and its Bylaws, and the laws of the State of Montana. The duties and powers of the Association may be expanded only upon affirmative vote of 60% of the members of each membership class.

3. Membership. The Owner of a Lot shall automatically be a member of the Association and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. No membership shall be accorded to a Person not an owner of record.

4. Bylaws. The affairs of the Association shall be governed by its Bylaws, a copy of which is attached hereto as Exhibit A.

ARTICLE 10-ASSESSMENTS

1. Purpose. The Assessments levied by the Association shall be used exclusively for the purposes set forth in the Declaration, and for the necessary expenses of operating the Association. Assessments shall be collected and enforced as provided in this Declaration.

2. Creation of Lien, Personal Obligation and Non-Waiver. Each Owner of any Lot, except Grantor, by acceptance of a deed, whether or not is shall be so expressed in such deed,

is deemed to covenant and agree to pay to the Association periodic Regular Assessments, Extraordinary Assessments and Special Assessments, which shall be established and collected as provided herein. Each owner of any improved lot, by acceptance of deed for the lot, is deemed to covenant and agree to pay to the Association all Assessments imposed by the Association. All Assessments, together with interest, costs, penalties and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made. The Lien will become effective upon recordation of a Notice of Assessment Lien by the Board. Each Assessment, together with interest, costs, penalties and actual attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. No Owner may exempt himself from liability for payment of assessments for any reason, or by the abandonment of his or her Lot.

3. Regular Assessments. The Board shall determine and fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of the start of each calendar year; provided, however, that except as otherwise provided herein, the Regular Assessment may not be increased by more than twenty (20) percent per member above the Regular Assessment for the immediately preceding year, without the vote or written assent of a majority of the members in each class of membership. The Regular Assessments shall fund an adequate reserve to cover administrative costs incurred by the Board and their agents in the performance of their duties, and for such other purposes as may be deemed appropriate by the Board. Regular Assessments shall be paid in one annual payment. Regular assessments may not increase more than 20% per member without approval of a majority of the members in each membership class. The Board shall provide notification to all Owners setting forth the amount of the Regular Assessment for the following year sixty (60) days prior to the each calendar year. If the Board fails to notify owners of the amount of the Regular Assessment for the coming year, the regular assessment for that year shall equal the regular assessment for the prior year.

4. Extraordinary Assessments. In addition to the Regular Assessments authorized above, the Board may levy, in any year, an Extraordinary Assessment, applicable to that year only, to defray any unanticipated or underestimated Regular Assessment; provided however, that the aggregate Extraordinary Assessments for any year shall not exceed fifteen (15) percent of the budgeted gross expenses of the Association (excluding reserves) for that year, without approval by a majority of the total voting power of each membership class of the Association.

5. Special Assessments. In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments, without limitation as to the amount or frequency, against a Lot and its Owner to reimburse the Association for its costs incurred in bringing that Owner and his or her Lot into compliance with the Project Documents, including interest, penalties, actual attorneys' fees and costs.

6. Due Date of Assessments. All Regular assessments shall be due and payable on February 1st of each year, unless the Board approves payment in monthly, quarterly, or semiannual installments. Extraordinary assessments shall be due and payable when specified by the Board, or sixty (60) days after the Board gives notice of the amount of the assessment to owners, whichever is later. Unless another due date is stated in the notice, the assessment shall be due sixty (60) days after the date of the notice. Special assessments shall be due and payable when specified by the Board, or ten (10) days after the Board gives notices of the amount of the assessment to owners, whichever is later. The Board may authorize a reasonable schedule of installment payments for extraordinary or special assessments.

7. Allocation of Assessments. Each Lot, excluding Lots owned by Grantor, shall bear an equal share of each aggregate Regular and Extraordinary Assessment. Lots owned by Grantor shall not be subject to assessments.

8. Interest and Late Charges. If any part of any Assessment of any type is not paid within thirty (30) days after the due date, an automatic late charge equal to five (5) percent of the Assessment, but not less than ten (10) dollars, shall be added to and collected with the Assessment. This late charge is a penalty and shall not be deemed to be payment of interest. Additionally, if any part of the Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment, including the late charge, shall thereafter bear interest at the rate of fifteen (15) percent per annum until paid.

9. Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect any Assessment or Lien, or relieve the Lot from any liability therefore, whether the Lien pertains to the payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a first mortgage given in good faith for value and recorded prior to filing or recordation of a notice of assessment lien shall extinguish the Lien of all such Assessments as to payments that become due prior to sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments.

10. Voluntary Transfer of lot. In a voluntary conveyance of a lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments due prior to the time of the grant of conveyance, without prejudice to the grantee's right to recover such amounts from the grantor. Prior to purchase, any purchaser, upon written request, shall be entitled to a written statement from the Board, setting forth the amount of the unpaid Assessments due the Association on the date of the statement.

11. Enforcement of Assessment Obligation. The obligation to pay assessments shall be enforced by the Board on behalf of the Association. Individual owners who are not members of the Board may not enforce the assessment obligation of other owners, but may bring an action to compel the Board to do so.

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12. Covenant to pay Maintenance Assessments. Each owner of a lot subject to this Declaration, except Grantor, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Association all assessments made by the Association 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. If a lot has more than one owner, all owners of the lot shall be jointly and severally liable for payment of assessments. Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of conveyance of any lot, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. The Secretary- Treasurer of the Association shall notify third parties, upon their request, of the amount of unpaid assessments on any lot.

13. Remedies for Non-payment of Assessments. All unpaid sums assessed by the Association to any lot, together with interest, collection costs, costs of suit, and reasonable attorney fees, shall constitute a lien on such lot, and if filed of record, may be foreclosed in the same manner as a construction lien. Such lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for assessments. Each assessment, together with interest, collection, costs and costs of suit, and reasonable attorney fees, shall also be the personal obligation of the owner of the lot against which the assessment was made at the time the assessment fell due and suit to recover a money judgment for unpaid assessments shall be maintainable by the Association against said owner without foreclosing or waiving the lien securing the same. 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 lot owner, and may be added to the next regular assessment for that lot. No sale or transfer of a lot shall relieve the acquirer from liability for past due assessments or from the lien thereof.

ARTICLE 11- ENFORCEMENT OF THIS DECLARATION

1. Enforcement. The Association, acting through the Board, shall have the right to enforce, by any proceedings, at laws or in equity, all conditions, covenants and restrictions, reservations, liens, and charges now or hereafter imposed by this Declaration. In addition, the Grantor and any other owner shall also have the additional enforcement rights set forth below.

- a. Except as otherwise provided herein, any Owner, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms of this Declaration, to prevent the violation or breach of any of its restrictions, and/or to collect actual damages for breach of any provisions of this Declaration.

2. Complaints. Owners may express concerns and/or complaints in writing to the Board involving violations of this Declaration. The Owner shall address the issue with all affected parties prior to initiating a request for the Board action concerning the violation.

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When a violation is brought to the attention of the Board, the Board shall review the concern and/or complaint and take appropriate action as deemed necessary in the sole discretion of the Board.

3. Special Assessments. Prior to imposing a special assessment against any lot owner, alleged violations will be investigated by a member of the Board. The Board member shall attempt to resolve the matter with the Owner or other Person responsible for the violation. If an appropriate and immediate resolution is not forthcoming, the Board shall provide written notification of the violation to the Owner. If the matter is not resolved within thirty (30) days from delivery of the written notice the Board shall have the authority to levy appropriate Special Assessments according to the findings of the Board. Violations which damage or pose a significant threat of damage to the environment (water quality, vegetation, habitat, etc.) shall be subject to strong penalties. In the discretion of the Board, Special Assessments may be levied monthly (or at otherwise appropriate intervals) until such violation is corrected and/or acceptable mitigation measures are put in effect.

4. Request for Reconsideration. An Owner may request the Board reconsider a decision that is adverse to the Owner concerning a violation. The Owner shall address the issue with all affected parties prior to initiating a request for Board reconsideration. The Board may reconsider its original decision and take appropriate action as deemed necessary. Such decision and recommended action shall be final and shall not be subject to reconsideration or further appeal.

5. Costs: Reconsideration. If the Board incurs any costs in reconsidering an original decision, including the costs of retaining a consultant or attorney to advise the Board, such costs shall be paid by the party(s) making the request unless the Board's decision constitutes a substantial reversal of the original decision, in which event such costs shall be paid by the Association. If the Owner requesting the reconsideration is obligated to pay such costs, payment of same, shall be enforceable as a Special Assessment.

6. Restoration of Lot. In the event an Owner fails to plant or to maintain his or her Lot or the improvements thereon, as provided herein, in a manner which the Board deems necessary to preserve the appearance and value of the project, the board may notify the owner of the work required and demand it be done and completed within a designated time period, as determined by the Board. In the event the owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may assess the cost thereof to such owner as a Special Assessment.

7. Structural Violations. The Board shall have the right, when there has been built or placed on any lot, any structure, building, erection or construction which is in violation of the covenants, conditions and restrictions set forth in this Declaration, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner of the Lot, after written notice of such proposed actions provided to the Owner. Any such entry and abatement or removal shall not be deemed to be trespass. All costs or

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expenses incurred in abating or removing such violation shall be paid by the Owner of such Lot as a special assessment.

8. Costs: Compliance. All costs, expenses and damages determined by the Board to be proximately caused by a deviation or violation, or costs and expenses incurred by the Association against the Owner of the Lot, which Special Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion.

9. Legal Proceedings. The Board shall be authorized on behalf of and in the name of the Association to commence such legal or equitable proceedings as are determined to be necessary or proper to correct or enjoin any activity or condition existing within the Project, the continuation of which violates the provisions of this Declaration. The Board shall not commence such legal or equitable proceedings until a written notice of the deviation of violation has been appropriately prepared and given to the Owner, but thereafter the Board shall have the sole discretion to commence such proceedings.

10. Payment of Costs and Attorney Fees. In the event the Board and/or Association or any owner shall prevail in any legal or equitable proceedings to enforce this Declaration, all costs and attorney fees incurred in connection therewith shall be reimbursed to the prevailing party by the losing party. If the Association is the prevailing party, upon the failure of said Owner to reimburse the Association within ten (10) days after written demand thereof is mailed to the Owner, the Association shall have the right to levy a Special Assessment against the Owner which Special Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred by levying the Assessment. The Board shall also be entitled to collect from any owner violating the provisions of this Declaration all costs and attorney fees incurred by the Board in enforcing this Declaration without filing a legal action for enforcement, for filing a lien for past due assessments, and for foreclosure of an assessment lien; such costs and attorney fees may be assessed to the violation owner as a Special Assessment, or may be collected in any other manner permitted by law.

11. Enforcement Costs. Costs, as herein provided, shall include expert witness fees, filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out legal or equitable proceedings.

12. Non-Exclusive Remedy. The enforcement rights of the Association, as described herein shall not be deemed to be exclusive remedies of the Association. The Association may, in its sole discretion, without waiver of other legal or equitable remedies, pursue enforcement of its assessment Liens, proceed to collect any past due amounts directly from an Owner, and/or pursue any other remedies available at law or in equity, as set forth in this Declaration.

13. Failure to Enforce. Failure, delay or omission by any owner or the Association to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. No action shall be brought or maintained by any Owner, against the Grantor, the

Association, the Board, the DRC or any of their officers, directors, members, agents or representatives for or on account of their failure to bring or take any action to enforce any of the Project Documents or for imposing restrictions which may be unenforceable.

ARTICLE 12-MISCELLANEOUS PROVISIONS

1. **Prescriptive or Implied Easements.** Owners, by acceptance of a deed to any lot, waive all rights to claim Prescriptive or Implied Easements as allowed by the laws of the State of Montana on other lots subject to this Declaration. No prescriptive or implied easements shall be created by the use of property belonging to other Owners.

2. **Grantor's Right and Reservations.** Grantor is undertaking the work of constructing the infrastructure and incidental improvements upon the Property to support the development of single family residences on individual Lots included in the Property or Project. The completion of that work is essential to the welfare of said Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible and in a prudent manner, nothing in this Declaration shall be understood or construed to; a) prevent Grantor, its contractors, or sub-contractors from doing whatever is reasonable, necessary, or advisable in connection with the completion of said work from storing anything on the property, and from conducting on any part of the Property its business of completing said work, or b) prevent Grantor or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work, and establishing said Property as a residential community, and disposing of said Property in parcels of Lots by sale or otherwise, or c) prevent Grantor from maintaining such signs, stakes, flags or advertising devices on any of the properties as may be necessary for the sale or disposition thereof.

3. **Nonwaiver.** The various restrictions, measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each Lot, and failure by the Grantor or any other Person or the Association to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so in the future.

4. **Severability.** Each and every of the covenants, conditions and restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event anyone or more of such Covenants, Conditions or Restrictions shall be held to be invalid, unenforceable or in conflict with any law of the jurisdiction in which the Project is situated, all remaining Covenants, Conditions or Restrictions shall nevertheless remain unaffected and in full force and effect.

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5. Conflict of Project Documents. If there is any conflict among or between the Project Documents, the provisions of the Declaration shall prevail with subordinate authority given to the Articles and Bylaws of the Association.

6. No Warranty of Enforceability. While Grantor has no reason to believe that any of the restrictive covenants contained in the Declaration are or may be invalid or unenforceable for any reason or to any extent, Grantor makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Grantor harmless therefrom.

7. Waiver of Claim against Association. As to all policies of insurance maintained by or for the benefit of the Association and its Members, the Association and the Members hereby waive and release all claims against one another, the Board of Directors and Grantor, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by negligence of or breach of any agreement by any of such Persons.

NOTWITHSTANDING THE FOREGOING, NO PROVISION OF THIS DECLARATION SHALL BE CONSTRUED AS TO PREVENT OR LIMIT GRANTOR'S RIGHT TO COMPLETE DEVELOPMENT OF THE PROPERTY AND TO CONSTRUCT IMPROVEMENTS THEREON NOR GRANTOR'S RIGHT TO POST SIGNS INCIDENTAL TO CONSTRUCTION OR SALES.

ARTICLE 13-AMENDMENT AND TERMINATION OF THIS DECLARATION

1. Changes by Grantor. In addition to its right to add additional lots to the provisions of this Declaration as set forth in Article 2 above, Grantor reserves the right to amend or revoke this Declaration, and to make changes and deletions to this Declaration without consent of any other owner or any lender, for so long as Grantor owns at least 10% of the lots subject to this Declaration, including lots in subsequent filings of Ironwood Subdivision, which have been subjected to this Declaration

2. Amendment. The Board, or an Owner, through the Board, may propose an amendment to this Declaration. The text of a proposed amendment shall be included in a notice to all Owners. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Owners representing not less than sixty-seven (67) percent of the total voting power of each membership class of the Association.

3. Additions or Deletions. Additions to or deletions from this Declaration shall be proposed and adopted in the same manner as an amendment, but shall require approval of owners representing not less than ninety (90) percent of the total voting power of each membership class of the Association.

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4. Recordation of Changes. A certificate, signed and sworn to by two (2) members of the Board of Directors, stating that the record Owners of the required number of Lots have either voted for or consented in writing to any amendment addition, deletion or termination adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. Any changes to this Declaration shall be promptly recorded in the office of the Yellowstone County Clerk and Recorder.

Dated this 22 day of August, 2012.

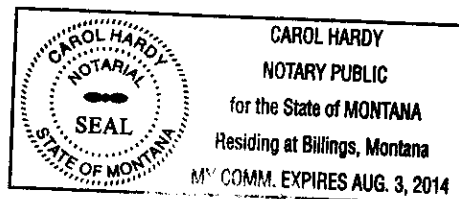
REGAL LAND DEVELOPMENT, INC.

By: [Signature]
Daniel W. Wells, PRESIDENT

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on August 22, 2012, by DANIEL W. WELLS, as PRES. of REGAL LAND DEVELOPMENT, INC.

[Signature]
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: _____



RES

3639911

09/27/2012 10:30 AM Pages: 1 of 2 Fees: 14.00
Jeff Martin Clerk & Recorder, Yellowstone MT



Return to:
Pedersen & Hardy, P.C.
1001 S. 24th Street West, Suite 315
Billings, MT 59102
File No. 41046

FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND DESIGN GUIDELINES
FOR THE HIGHLANDS AT IRONWOOD

THE UNDERSIGNED, being the Grantor and Developer of the Highlands at Ironwood, does hereby amend the Declaration of Covenants, Conditions and Restrictions and Design Guidelines for the Highlands at Ironwood, recorded August 24, 2012, as Document No. 3635934, records of the Clerk and Recorder of Yellowstone County, Montana, as set forth below.

The real property currently subject to said Declaration is as follows:

All lots in Ironwood Estates Subdivision, Fifth Filing, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

1. The second sentence in Section 5, Bylaws ARTICLE 3-DEFINITIONS, is deleted in its entirety and replaced with the following:

The initial Bylaws of the Association are recorded August 24, 2012, under Document No. 3635935, records of the Clerk and Recorder of Yellowstone County, Montana.

2. Section 4 of ARTICLE 9-OWNERS ASSOCIATION is deleted in its entirety and replaced with the following:

4. Bylaws. The affairs of the Association shall be governed by its Bylaws recorded August 24, 2012, under Document No. 3635935, records of the Clerk and Recorder of Yellowstone County, Montana.

RES

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09/27/2012 10:30 AM Pages: 2 of 2 Fees: 14.00
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In all other respects the Declaration of Covenants, Conditions and Restrictions and Design Guidelines for the Highlands at Ironwood shall remain as written.

DATED this 25th day of Sept, 2012.

REGAL LAND DEVELOPMENT, INC.

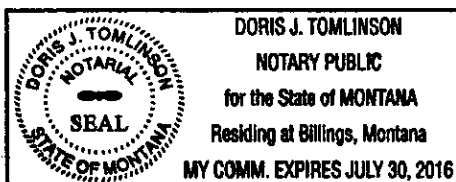
BY: Daniel W. Wells
Daniel W. Wells

STATE OF MONTANA)
) : ss.
County of Yellowstone)

This instrument was acknowledged before me on Sept 25, 2012, by DANIEL W. WELLS, as President of REGAL LAND DEVELOPMENT, INC.

Doris J. Tomlinson

(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires _____, 20__



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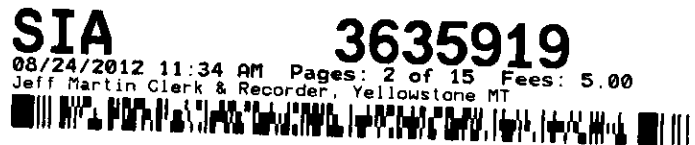
08/24/2012 11:34 AM Pages: 1 of 15 Fees: 5.00
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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

IRONWOOD ESTATES SUBDIVISION, FIFTH FILING
SUBDIVISION IMPROVEMENTS AGREEMENT
CITY OF BILLINGS
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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT

IRONWOOD ESTATES SUBDIVISION, FIFTH FILING

THIS AGREEMENT is made and entered into this 13th day of August, 2012, by and between **REGAL LAND DEVELOPMENT, INC.**, whose address for the purpose of this agreement is P.O. Box 80445; Billings, Montana 59108, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on the 24th day of May, 2011, the Yellowstone County Board of Planning recommended conditional approval of a preliminary plat of Ironwood Estates Subdivision, Fifth Filing; and

WHEREAS, at a regular meeting conducted on the 13th day of June, 2011, the City Council conditionally approved a preliminary plat of Ironwood Estates Subdivision, Fifth Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Ironwood Estates Subdivision, Fifth Filing, upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

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I. VARIANCES

- A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations:
 - 1. Variance from the provisions of Section 23-406(B.12) requiring the preferred standard integral curb and gutter on local residential streets, to provide a 2-foot wide concrete edge ribbon on all streets in this filing.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.
- B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide assistance unless there is damage to commercial crops or a threat to public health and safety.
- C. Lot owners should be aware that foundations for residential structures will require soil modifications such as over excavation and recompaction, the use of geotextile fabrics or the use of deep foundations to mitigate the potential for hydrocollapse. The International Building Code Site Class for this filing is Class D. A final geotechnical report will be required prior to construction to determine the foundation requirements for individual structures.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Owners of lots within this subdivision shall be advised that, in accordance with FEMA Panels 865 and 845 of 1,400, there exists floodplain data for the Cove Creek drainage. There is the potential for flooding within this

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subdivision, and any assessment or mitigation of these conditions shall be the responsibility of the owner.

- F. Purchasers of lots in this filing should be aware that when the water main connection is made to Zone 5 West there may be fluctuations in residential water pressures.
- G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined withing Section 28-201, BMCC and detailed in the Billings *Stormwater Mangement Manual*.
- H. The Developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Section 28-201, BMCC and Billings *Stormwater Mangement Manual*.
- I. It is critical that the area between the concrete ribbon and the boulevard sidewalk remain a drainage swale. The property owner shall not pipe, fill-in, or alter the drainage swale without written permission from the City of Billings Engineering. If the lot owner does not comply with this requirement, the City of Billings has the right to remove any landscaping installed in said area and restore the drainage swale at the expense of the property owner. Understanding that swales have a maximum life, ongoing maintenance/cleaning/reconstruction of the swales and culverts under driveways is the responsibility of the lot owner. In addition, lot owners shall be required to maintain/clean/reconstruct their swales and driveway culverts to the exact specifications as they were designed and installed.

III. TRANSPORTATION

A. Streets

- 1. All streets shall be built to grade with a satisfactory sub-base, base coarse, and asphalt surface. The design cross-sections of said streets shall be submitted to and approved by the City of Billings Public Works and Fire Departments.
- 2. Streets in the subdivision are to be 30-foot wide asphalt surface plus 2-foot wide concrete ribbons on each side.

3. A traffic accessibility study has been completed for the subdivision. All required improvements and permits identified therein shall be completed by the Subdivider at Subdivider's expense. These are more specifically identified as follows:
 - a. Ironwood Estates Subdivision will impact the total projected traffic at the Rimrock Road – Shiloh Road intersection. Based on this, the Subdivider shall make a mitigation contribution not to exceed \$24,067.00 for the improvements at this location with said contribution to be paid in installments with each filing. The installment percentage shall be determined by taking the ratio of the total lots in the filing to the total lots in the master plan. Therefore, the final contribution for Fifth Filing is \$1,067.00.
 - b. Ironwood Estates Subdivision will impact the Rimrock Road – Zimmerman Trail intersection. The Subdivider shall make a mitigation contribution not to exceed \$10,464.00 for the improvements at this location. Therefore, the final contribution for Fifth Filing is \$464.00.
 - c. Ironwood Estates Subdivision will impact the Rimrock Road – 54th Street West intersection. The Subdivider shall make a mitigation contribution not to exceed \$25,846.00 for the improvements at this location. Therefore, the final contribution for Fifth Filing is \$1,146.00.

B. Sidewalks

Standard five-foot wide boulevard style sidewalks are required and will be installed by the lot owner at the time of lot development along the streets in this filing. Pedestrian/bike paths shall be constructed in various linear park areas throughout the subdivision and shall follow the City of Billings design standards. In areas where City utility maintenance vehicles are anticipated, the trail shall be a minimum of 10-feet wide.

C. Street Lighting

Street light installation is not anticipated at this time. Street lights shall be included in the Waiver for construction of same in the future. Said Waiver shall also include a maintenance district for street light energy and the maintenance of future street lights.

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D. Traffic Control Devices

1. Street name signs for streets within the subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the City of Billings Public Works and Fire Departments.
2. No traffic signals are anticipated for this subdivision.
3. The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Billings Public Works Department.

E. Access

No construction in or alteration of the drainage swales throughout the subdivision shall be allowed, unless by specific right-of-way permit issued by the City of Billings. This shall include, but not be limited to, landscaping, irrigation systems, and drive approaches.

F. Heritage Trail Plan

The subdivision is within the Heritage Trail Plan. The plan identifies a proposed multi-use trail along the Cove Creek drainage way. This drainage is in proposed public park dedication; therefore, additional trail dedication is not necessary.

IV. EMERGENCY SERVICE

An emergency access road will need to be installed by the Subdivider to meet city and state requirements to allow emergency access to the subdivision via 62nd Street West. The road shall be designed to a minimum unobstructed width of not less than 20-feet wide and shall be constructed to adequately support a 40-ton vehicle with a surface so as to provide all-weather driving capabilities. Gates or other approved barricades shall be required at either end of the road to restrict through traffic. A sign shall be fixed to each gate in a conspicuous manner. The sign shall read "EMERGENCY ACCESS ONLY" using red letters not less than 2-inches wide and 6-inches high on a white reflective background. A cross-sectional design of the road including location, sections, surfacing, drainage, and design of gates and barriers shall be submitted to and approved by the Billings Fire Department and the City Engineer's office prior to actual construction. The actual construction of this emergency access road shall be completed prior to

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Ironwood Estates Subdivision, Fifth Filing final plat approval. The actual construction of this emergency access may not be necessary if a separate all-traffic secondary access to the subdivision is identified and its actual construction is completed and approved prior to Ironwood Estates Subdivision, Fifth Filing final plat approval. Release of the obligation for the construction of the emergency access is subject to the approval of the City Engineer and the Billings Fire Department.

An additional 20-foot wide gravel temporary emergency access road with gates will be required for Phase II of Ironwood Estates Subdivision, Fifth Filing, which will connect the end of Canyonwoods Drive in Phase I to the existing Canyonwoods Drive at the southwest corner of Lot 62, Block 1 of Ironwood Estates Subdivision, Fifth Filing. A temporary emergency access easement across any lots will be required at the time of Phase II construction if the right-of-way is not utilized.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- Any section of road greater than 150 feet requires an approved turnaround.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

Storm drainage and surface flow shall be provided by a combination of surface drainage, storm piping, swales to natural drainage ways, and detention created in drain ways within the park. The sizing and location of swales and drainage paths will be subject to review and approval by the Engineering Department and in conformance with the *Stormwater Management Manual*, February 2011, and Section 23-407, BMCC. A storm drainage master plan report has been developed for this subdivision.

The storm drainage master plan has been approved by the City Engineer's office and includes driveway culvert sizes.

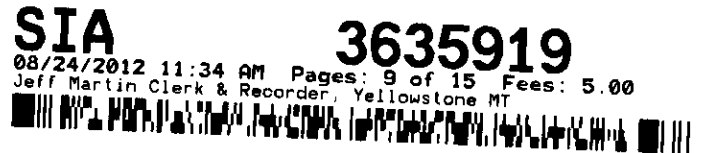
It is critical that the area between the concrete ribbon and the boulevard sidewalk remain a drainage swale. The property owner shall not pipe, fill-in, or alter the drainage swale without written permission from the City of Billings Engineering. If the lot owner does not comply with this requirement, the City of Billings has the right to remove any landscaping installed in said area and restore the drainage swale at the expense of the property owner.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Subdivider/Owner acknowledges that the subdivision shall be subject to the applicable system development and franchise fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.), shall be in accordance with design standards, specifications, rules and regulations of, and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.



A. Water

Subdivider will install, at its expense, water mains or services within and/or adjacent to the subdivision to serve the lots therein. Said mains or services will be connected to existing mains at appropriate places, sizes, locations, and standards as approved by the Public Works Director and shall be installed in conformance with the design standards, specifications, rules, and regulations of the City of Billings and the Montana State Department of Environmental Quality.

Improvements noted herein shall include, but not be limited to, any and all interim improvements that may be deemed necessary due to phased or partial construction.

B. Sanitary Sewer

Subdivider will install, at its expense, sanitary sewer mains or services within and/or adjacent to the subdivision to serve the lots therein. Said mains or services will be connected to existing mains at appropriate places, sizes, locations, and standards as approved by the Public Works Director and shall be installed in conformance with the design standards, specifications, rules, and regulations of the City of Billings and the Montana State Department of Environmental Quality.

Improvements noted herein shall include, but not be limited to, any and all interim improvements that may be deemed necessary due to phased or partial construction.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

There are platted several large public parks both aggregate and linear throughout the subdivision that shall remain in a natural or improved state. A park development plan detailing level, type, and timing of improvements contemplated in this filing has been approved by the City Council. An update to the approved Ironwood Park Master Plan was submitted, reviewed and approved by the City Park Board on May 11, 2011. Vacation of a portion of the existing dedicated park land in Ironwood Estates Subdivision, Fourth Filing will be required for this

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filing. Compensation to the City of Billings for 2.193 acres of the vacated park land, in the amount of \$49,703.60.

Maintenance of the common public park improvements has been accomplished through the establishment of Park Maintenance District No. 4027. The improvements shall be installed as approved by the City of Billings Public Works Department and Parks Department.

VIII. SOILS/GEOTECHNICAL STUDY

Lot owners should be aware that foundations for residential structures will require soil modifications such as over excavation and recompaction, the use of geotextile fabrics or the use of deep foundations to mitigate the potential for hydrocollapse. The International Building Code Site Class for this filing is Class D. A final geotechnical report will be required prior to construction to determine the foundation requirements for individual structures.

IX. PHASING OF IMPROVEMENTS

The Subdivider may install improvements in the future in one or more phases. The Subdivider agrees not to sell or convey any lots in the subdivision until such time as a private contract has been executed and necessary funding guarantees have been provided for the construction and installation of the public improvements to serve said lots. The Subdivider acknowledges that no building permits will be issued in a phase until private contract has been executed and the funding guarantee is in place. Occupancy permits will not be issued for any lots until the improvements have been accepted and approved by the City of Billings. As used herein, a phase of construction shall mean that amount and extent of required improvements to serve each lot intended to be developed and sold within the said phase boundary.

As described, the improvements referred to herein shall be installed by private contracts, which shall be secured by cash in escrow, letter of credit, or a letter of commitment to lend funds from a commercial lender in accordance with the City of Billings Subdivision Regulations. In the event the Subdivider fails to install or construct such improvements or fails to finance in another satisfactory manner at the time performance is due, the City may initiate the creation of special improvement district or districts and shall be entitled to rely on the waiver in connection with creation of said districts.

As used herein, the Phase I lots to be served by the initial private contract are more particularly described as follows:

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Lots 1 and 2, Block 1; Lots 62-63, Block 1; Lots 1 and 16, Block 2; Lot 1, Block 3; Lots 1 through 3, Block 4; all in Ironwood Estates Subdivision, Fifth Filing, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (10 lots total).

As used herein, the lots to be served by a private contract in future phases are more particularly described as follows:

Lots 3 through 61, Block 1; Lots 2 through 15, Block 2; Lots 2 through 18, Block 3; all in Ironwood Estates Subdivision, Fifth Filing, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (90 lots total).

Included herewith is a Declaration of Restriction on Transfers and Conveyances which notifies all third parties that said lots may not be legally sold, conveyed, or transferred until a release executed by the City of Billings and substantially in the form of Exhibit A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate completed in the form of Exhibit B attached hereto has been executed by the Department of Public Works stating that above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the agreement, the City of Billings does hereby authorize the Department of Public Works, the Mayor, and the City Clerk of the City of Billings to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the subdivision.

The foregoing provisions shall not restrict the Subdivider's right to sell and convey, as one unit, all lots in the subdivision, nor shall the requirements for installation of improvements become effective as a result thereof; provided, however, that such sale shall be subject to the restrictions herein provided against the transfer of individual lots until the conditions set forth above have been met.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and utility department manager.

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XI. LEGAL PROVISIONS

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B.** The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provisions of this agreement.
- C.** The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
- D.** 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.
- E.** Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

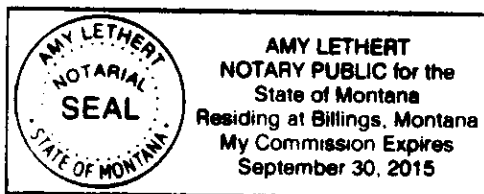
REGAL LAND DEVELOPMENT, INC.

By: *Daniel H. Welke*

Its: *President*

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 20th day of July, 2012, before me, a Notary Public in and for the State of Montana, personally appeared *Daniel Welke*, known to me to be the *President* of REGAL LAND DEVELOPMENT, INC., who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Amy Lethert
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

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Jeff Martin Clerk & Recorder, Yellowstone MT



This agreement is hereby approved and accepted by the City of Billings, this 13th day of August, 2012

"CITY"

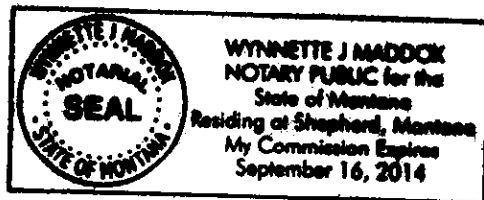
CITY OF BILLINGS
MONTANA

By: Thomas W. Hanel
Mayor

Attest: Cari Martin
City Clerk

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 13th day of August, 2012, before me, a Notary Public in and for the State of Montana, personally appeared Thomas W. Hanel and Cari Martin, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.



Wynnette J Maddox
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

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WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and Founders of the hereinafter described real property, do hereby waive for a period of 20 years after the date that the final subdivision plat is filed, the right to protest the formation of one or more special improvement district(s) for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and are supported by sufficient independent consideration to which the undersigned is a party, and shall run with the land and shall be binding upon the undersigned, its successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned that is the subject of this waiver is more particularly described as follows:

Ironwood Estates Subdivision, Fifth Filing

SUBDIVIDER/OWNER

REGAL LAND DEVELOPMENT, INC.

By: [Signature]

Its: [Signature]

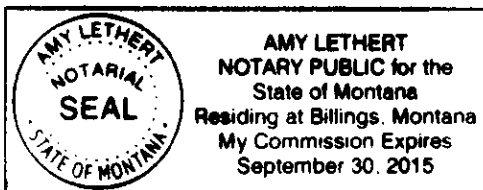
STATE OF Montana)

: ss

County of Yellowstone)

On this 20th day of July, 2012, before me, a Notary Public in and for the State of Montana, personally appeared Daniel Wells, known to me to be the person who executed the foregoing instrument as the President of **REGAL LAND DEVELOPMENT, INC.** and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.



Amy Lethert

Notary Public in and for the State of Montana

Printed Name: _____

Residing at: _____

My commission expires: _____