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P.O. Box 2529
Billings, MT 59103

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09/08/2025 02:09 PM Page 1 of 25 Fees: $200.00
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILD ROSE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILD ROSE SUBDIVISION (this "Declaration") is made this 8th day of September, 2025 by Regal Land Development, Inc., a Montana corporation ("Declarant"). By execution and filing of this Declaration, Declarant does hereby make, establish, confirm and impress upon all of the real property described on Exhibit A the following covenants, conditions, 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 such property, or any lot, parcel or portion thereof, and to sustain the value, natural integrity, desirability and attractiveness of such property.

ARTICLE 1- DECLARATION OF PURPOSE AND BINDING EFFECT

1. The Property. Declarant is the owner of certain real property situated in Yellowstone County, Montana, which is more particularly described on Exhibit A, attached hereto, and incorporated herein by this reference. The property is the site of a residential development to be known as "Wild Rose Subdivision" and hereinafter referred to as the "Property."

2. Subject to Declaration. Declarant desires to subject the Property, together with all the buildings and other improvements now or hereafter constructed thereon, to this Declaration. Declarant hereby declares that the Property shall be held, conveyed, sold, and improved, subject to the declarations, limitations, covenants, conditions, restrictions, and easements contained herein. These declarations, limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which 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 part or related appurtenance of the property of any Lot, parcel or portion of the Property and any interest therein.

3. Binding Declaration. 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 Association, its Board of Directors, and the DRC, or Declarant in all matters so defined by these covenants, conditions, and restrictions.

ARTICLE 2- EXPANSION AND WITHDRAWAL

1. Addition and Amendment of Lots to this Declaration. During the Declarant Control Period, Declarant hereby reserves the right, in its sole discretion to amend the Lots contemplated by this Declaration and to add one or more Lots in subsequent filings of the Property (such Lot(s), "Expansion Lot(s)") to be subject to the provisions of this Declaration, without the consent of any other person, including but not limited to: an owner; a mortgagee; a trustee or beneficiary of any trust indenture; the Association, or any Member of the Association.
2. Conditions of Expansion. Declarant may add Expansion Lots, subject to the following conditions:
    a. One or more Expansion Lots may be added by executing and recording an amendment to this Declaration which adds such Expansion Lots to Exhibit A to this Declaration.
    b. On and after the recording date of each such amendment, the Owners of the Expansion Lots shall be Members of the Association and shall be bound by the provisions of this Declaration, the Articles and the By-laws of the Association, as the same may be amended from time to time.
3. Withdrawal. During the Declarant Control Period, Declarant may from time to time unilaterally amend this Declaration for the purpose of removing property then owned by Declarant or its affiliates from the coverage of this Declaration. Any property removed from this Declaration shall be subject to whatever easements, if any, are reasonably necessary for access to or operation of the Property and each of the Lots. In addition, during the Declarant Control Period, Declarant may from time to time unilaterally decrease the number of Lots within the Property by removing certain Lots from the coverage of this Declaration; provided that Declarant may make any such decrease only with respect to Lots then owned by Declarant.

ARTICLE 3-DEFINITIONS

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Property 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. "Wild Rose Homeowners Association," an association caused to be formed by Declarant in conjunction with the execution and recordation of this Declaration.

4. 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 9 of this Declaration, also referred to herein as the "Board."

5. Building. An enclosed man-made edifice including residences, guest houses, garages, outbuildings, shops, sheds, and other similar, enclosed buildings.

6. Bylaws. The Bylaws of the Association as restated or amended from time to time.

7. Common Elements. All of the Property and improvements in the Property which are not contained within a Lot, including, but not limited to: parks and parklets, mailboxes, common signage including at the entry to the Property, certain utilities common to the Property and for which the Association has assumed responsibility, and the grass, trees, and other landscaping on the Property, as well as other improvements that are built on, or appurtenant to, the Property and available for the use of the Owners.

8. Common Services. The maintenance of Common Elements including, but not limited to: snow removal services; utility line maintenance or repair to the extent that such lines are located on the Common Elements; maintenance, repair, and replacement of the Common Elements, and such other services as the Association may determine necessary or desirable for the benefit of the Owners.

9. Declaration. This Declaration of Covenants, Conditions and Restrictions as restated or amended from time to time.

10. DRC. The design review committee appointed to review all Plans for Improvements within the Property. Such committee shall be established and function according to procedures set forth in this Declaration and the Bylaws.

11. Design Standards. Guidelines and standards for Lot and common area Improvements as set forth in this Declaration and as amended from time to time.

12. Declarant. Regal Land Development, Inc., a Montana corporation, and its successors and assigns; provided, however that no successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder, unless specifically set forth in an instrument of succession or assignment or unless such rights and obligations pass by operation of law.

13. Declarant Control Period. The period of time commencing with the recording of this Declaration with the office of the Clerk and Recorder of Yellowstone County, Montana, and ending on the earlier of (i) when one hundred percent (100%) of the Lots (including any Lots which may ultimately be annexed into and become a part of the Property) have been sold or conveyed to persons or entities other than Declarant or its affiliates, and (ii) any earlier date on

which Declarant records an instrument with the office of the Clerk and Recorder of Yellowstone County, Montana specifying that the Declarant Control Period has ended.

14. Governing Documents. The Articles, this Declaration, and the Bylaws.

15. Improvement. A Structure or any other man-made undertaking.

16. Lot. Any parcels of land designated for Improvement in the Property, or such Expansion Lots as may be added to the Property in accordance with Article 2 above.

17. Member. A member of the Association, as defined in Article 9 of this Declaration.

18. Owner or Owners. The record holder or holders of title of a Lot or Lots within the Property. 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".

19. Person. Any natural person, corporation, partnership, association, trustee, personal representative of a decedent's estate, or other legal entity.

20. Plans. Includes the site plan, building plan and landscape plan presented for review and approval by the DRC.

21. Property. The real property described in Exhibit A which is subject to this Declaration, and every easement or right appurtenant thereto, and all improvements on such real property.

22. Structure. A man-made edifice including Buildings, gazebos, platforms, solar cells, wind turbines, decks, and constructed patios in excess of 100 square feet in area and/or four feet in height.

ARTICLE 4 - USE RESTRICTIONS

1. Residential Use. Lots, Structures, or portions thereof may be rented for residential use. The Board may, in its sole and absolute discretion, prescribe rules from time to time regarding the rental of Lots, Structures, or portions thereof. Such rules, if any, shall apply uniformly across the Property, provided that any non-conforming rental shall be permitted to continue until the expiration of is current rental term.

2. Commercial Use. Except as specifically allowed by this Declaration, no Lot shall be used at any time 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 Yellowstone County zoning ordinances.

3. Buildings Must Be New. Any residential Structure erected on a Lot shall be of new construction; no old or used residential Structure 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, except by the Declarant during the construction period.

5. Parking. No recreational vehicles, boats, campers, or trucks larger than those having a two-ton manufacturers rating may be parked or otherwise stored for more than twenty-four (24) consecutive hours on a road or driveway within the Subdivision, excepting emergencies and deliveries. No utility, boat, travel or other trailer, motor home, recreational vehicle, commercial vehicle, bus, truck having a manufacturer rating of more than two-tons, inoperable motor vehicle or equipment, or vehicle which is in a state of disrepair, shall be parked or stored on a road or driveway within the Property, or shall be permitted to otherwise remain on any Lot for more than five (5) consecutive days unless placed or maintained within an enclosed Structure such as a garage or other outbuilding. All parking or storing of vehicles or trailers, if at all, shall be behind the front of a house, and stored vehicles or trailers shall not face or side a street, as is possible on a corner lot. All 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 or unless placed or maintained within an enclosed Structure such as a garage or other outbuilding.

6. Prohibited Activities. No noxious or illegal activity shall be conducted in the Property, 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, radiation, dust, liquid waste, smoke, or noise is prohibited in the Property. No Person shall allow any of the following to be done or conditions to exist on any Lot: (a) any private or public nuisance; (b) any business, trade or activity (business or private) which is noxious or unreasonably noisy; (c) any place of public entertainment or amusement; (d) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products, except for legal personal use storage or for medicinal purposes; (e) gambling; or (f) any other conduct or condition which would be considered a nuisance or disruptive to the atmosphere of quiet meditation enjoyed by the parishioners attending the adjacent religious edifices. The Board of Directors, after giving one warning in writing, may fine Owners who subsequently violate this restriction, and such fines shall be treated as a Special Assessment. When determining what constitutes a "subsequent" violation, each 24-hour period following a written warning during which a violation remains un-cured shall constitute a subsequent violation.

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

8. General Maintenance. Each Owner shall maintain all Improvements and landscaping located on their Lot in good and sufficient repair and shall keep the Improvements thereon painted or stained (as applicable), lawns cut, shrubbery trimmed, rubbish and debris removed,

and otherwise maintain the same in a neat and aesthetically pleasing condition. Damage to any Improvements shall be repaired as promptly as is reasonably possible.

a. Lots. Upon ownership of a Lot, each Owner shall maintain such Lot, even if construction of Improvements thereon has not yet commenced. Maintaining a Lot shall include not allowing natural vegetation to grow beyond ten inches in height, except for trees or shrubbery reasonably and actually expected to be included in the landscaping of such Lot.

i. Each Lot Owner shall be responsible for the maintenance (including watering and fertilizing) and, as needed, replacement of one (1) or more trees, located as indicated on Exhibit B, which tree shall be considered an Improvement to the Lot. Each tree identified on Exhibit B shall be an Autumn Blaze Maple, provided that the Board may, change the variety or species of any or all such trees from time to time. For the avoidance of doubt and without limitation to the foregoing, the intent of the Declarant is to establish a neighborhood with welcoming, tree-lined streets.

ii. The foregoing Section 4.8.a.i. shall not prevent Owners from planting, maintaining, replacing, or removing other trees from the Lots.

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

c. Restoration/Removal of Residential Improvements. In the event of the 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 to prevent any environmental damage and be aesthetically acceptable to the DRC. If reconstruction, remodeling, or renovation shall affect the exterior of an Improvement, the respective Plans shall be reviewed and approved by the DRC prior to such reconstruction, remodeling, or renovation.

d. Maintenance by Association. The Board shall provide for Common Services and assess Owners for the cost of such Common Services. If 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 in writing to take corrective action. If corrective action is not taken by the Owner within a reasonable time, as determined by the Board in its sole discretion, after receiving said notification, the Board may cause such corrective action to be taken and shall assess the actual and reasonable expenses of such correction to the Owner as a Special Assessment.

9. Screening. All unsightly facilities, equipment, objects, and conditions shall be enclosed within a Building or appropriately screened from public view. All trash, debris, garbage, and refuse shall be kept in covered containers that shall be screened, walled, or kept in an enclosed area shielded from public view, except on days of trash pickup. Except when part of a Building, all walls, fences, enclosed areas or screening shall be a maximum of six (6) feet in height and shall otherwise conform to the standards set forth in the Design Standards.

10. Animals/Pets. Except as otherwise provided herein, no insects, wild animals, cattle, pigs, poultry (except laying hens), 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.

11. Drainage. No Owner, Member or Person shall change or interfere with the designed drainage of any part of the Property except as specifically approved by the Board.

12. No Further Subdivision. No Lot shall be further subdivided, provided, however, that 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 under this Declaration, including voting rights. 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.

13. Signs. The only approved signs allowed on any Lot shall be the following: signs temporarily posted regarding sale or rental (i.e. "Home for Sale" or "Home for Rent"), small signs designating home security (supplied by a security agency), signs temporarily posted for yard sales, and election signs. Election signs may only be displayed on Lots during the thirty (30) 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 more than three election signs shall be permitted on any Lot. No signs shall be in a public right of way, except those installed by or required by the County and signs caused to be placed in these areas by the Board.

14. Noxious Weeds. Each Owner shall control noxious weeds on such Owner's Lot.

15. Antennas/Transmitters. Equipment such as antennas, satellite dishes, evaporative coolers and the like may only be mounted on that portion of a roof which is not visible from the street upon which a Lot is located, unless such installation is required to permit reception of the desired signal for a satellite dish that does not exceed 24" in diameter and has approved by the Board. No electronic or radio transmitter of any kind, other than garage door openers or customary home electronic devices, shall be located or operated in or on any Structure or on any 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 by the DRC.
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. Scheduling. The Owner or the Persons performing the construction activity shall provide the DRC with Plans and a tentative construction schedule prior to initiating construction. Thereafter, the DRC shall have thirty (30) calendar days (the "Review Period") after receipt of Plans to: (a) review; (b) approve or deny such Plans; and (c) provide written notice to the Owner of the applicable Lot of such approval or denial. If the DRC fails to provide written notice of denial of such Plans to the Owner within the Review Period, such Plans shall be approved. Depositing written notice in US mail to the Owner's last known mailing address shall satisfy the foregoing requirement to provide notice.
4. Duration. Construction of Improvements on a Lot shall be commenced within one (1) year from the date the Plans are approved by the DRC. Construction shall be diligently performed from commencement to completion of the exterior of the Improvement(s) and any necessary improvements to the grounds surrounding and affected by the construction of the Improvement(s). The exterior of the Improvement(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(s) shall, within a period of one (1) 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(s). A failure by the Owner of the Lot(s) to cause compliance with the foregoing timelines shall require the Owner to re-submit any remaining portion of such Plans to the DRC for approval.
5. Compliance with Governing Documents. It is the responsibility of the Owner to make sure that all contractors, subcontractors, material suppliers, and others working on an improvement to the Owner's Lot comply with all Governing Documents. Failure to comply with the Governing Documents may result in fines being levied against the Owner and/or a directive from the Board to discontinue construction (stop work order). Fines shall be charged to the Owner as a Special Assessment.
6. 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.
7. 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. No parking shall be allowed on any Lot that is not a part of the construction project. Penalties for noncompliance shall be assessed as Special Assessments to the Lot Owner on whose behalf the construction is occurring. The penalty shall be a minimum of $250.00 per day. Photographs with a date and time stamp delivered by the Board shall be sufficient evidence to impose a Special Assessment on the Lot Owner.

8. Stormwater/Waste Fines. Lot Owners shall provide a stormwater pollution prevention plan to the DRC in connection with Plans for construction projects on their Lot(s). If storm water or waste flows from one Lot (the "Noncompliant Lot") to another Lot not owned by the same Person(s) (the "Downstream Lot") and results in a fine levied against the Downstream Lot Owner by any governmental agency(ies), the Noncompliant Lot shall be responsible for paying or settling any such fine. The Noncompliant Owner agrees to pay to the Board the amount of any fines levied by governmental agencies for activities beginning on or caused by the Noncompliant Lot.

9. Construction Hours/Noise. To maintain the tranquility of the Property and to minimize inconvenience to neighboring Lots, no exterior construction activity shall commence before 6:00 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 and other garbage on the Lot and surrounding areas, including but not limited to coffee cups, and food wrappers. Owners must arrange for cleanup of debris on the Lot and surrounding areas at least twice a week during construction. Penalties for noncompliance shall be assessed as Special Assessments to the Lot Owner. The penalty shall be a minimum of $100.00 plus actual and reasonable costs of labor and equipment required to clean-up the construction debris and other garbage. Photographs of such debris or garbage with a date and time stamp delivered by the Board shall be sufficient evidence to levy such Special Assessment.

11. Foundations. All Structures shall be designed and built according to a current soils report by a licensed engineer. The Owner of a Lot shall be solely responsible for all soil mitigation for such Structures, provided that the Owner may agree by contract to assign such responsibility to the builder of such Structures.

12. HUD and Log Homes. No non-HUD compliant or Log Homes shall be permitted in the Property.

13. Prefabricated/Modular Homes. Except as set forth in Article 4, Section 5, prefabricated, modular, manufactured, or existing homes may not be constructed or moved upon any Lot in the Property.

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 with the

Board to minimize the amount of excavation required. Each Owner is responsible for installation of underground services across such Owner's Lot from the adjacent service pedestal or junction box for the benefit of such Owner's Lot.

ARTICLE 7 - DESIGN REVIEW

1. Design Review. For the purposes of assuring the development of the Property as an area of high standards, the DRC is empowered to ensure that any Improvement is constructed in the Property meets standards and guidelines as set forth in this Declaration, including the Design Standards described below. The DRC has the right to make exceptions to the Design Standards as it shall deem necessary and proper. The DRC shall have the authority to augment, amend, or otherwise modify such Design Standards from time to time, without consent of any other Owners. At least seventy-five percent (75%) of the members of the DRC must consent, in writing, to the new or modified standards.
2. Design Review Committee. The DRC shall consider and review all Plans submitted for approval based on the Design Standards. The DRC shall consist of (5) members appointed by the Board, except as provided in this Article 7, Section 2. If Declarant owns any Lot, Declarant shall have the sole authority to act as the DRC, or to appoint the members of the DRC. Declarant, in its sole discretion, may assign its power to appoint the DRC members to the Board at any time prior to relinquishing its ownership of its Lots. When Declarant no longer has the authority to appoint the DRC, the DRC shall be appointed by the Board, provided that unless and until members of the DRC have been appointed by the Board, the Board shall act as the DRC.
3. Required Plan Review. 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 applying for approval of Plans, or for preliminary review pursuant to Article 7, Section 5, below, to pay a review fee to compensate the DRC for reasonable expenses incurred in reviewing and processing the Plans.
5. Preliminary Plan Review. Preliminary Plan review shall be an optional informal advisory process intended to be an open dialogue process between (a) an Owner and/or a prospective buyer of an Owner's Lot, and (b) the DRC.
6. Plan Review and 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 DRC one set of Plans for the proposed Improvements. Such Plans shall be signed by the Owner, contain all information reasonably requested by the DRC and be accompanied by all other material to be submitted, as hereinafter provided,

- **a.** Site Plan: A site plan showing: 1) the location of all planned Improvements including Structures; and 2) existing topography and contour in relation to the planned Improvement and cut and fill excavation requirements; and 3) other pertinent information relating to the Plan. 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 removal of such, proposed plant types, drainage plans and storm water management plans.
- **d.** Other Information: The DRC 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. Basis of Approval. In reviewing the Plans and the other materials submitted therewith, 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 Property as a first-class residential development. Approval by the DRC shall be based on aesthetic considerations including, but not limited to: (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 areas, (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 other Lots, (h) the overall aesthetics of subdivision; and (i) the conformity of Plans to the purpose and general plan and intent of the Declaration.

EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT AGREES TO ACCEPT THE DECISIONS OF THE DRC REGARDING AESTHETIC MATTERS AS FINAL AND BINDING, AND WAIVES ANY RIGHT TO CHALLENGE SUCH DECISIONS THROUGH LEGAL ACTION.

8. Decision. Except as otherwise provided herein, the vote of a majority of the members of the DRC at a meeting, or the written consent of a majority of all of the members of the DRC taken without a meeting, shall constitute an act of the DRC. Unless extended by mutual consent of the Owner and the DRC, the DRC shall render its decision with respect to Plans in accordance with the timeline in Article 5, Section 3, above. The DRC shall have the authority to request the Owner provide additional information reasonably necessary for the DRC's decision. If additional

information is requested of the Owner, 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 evidenced by a writing which is dated and signed by at least two (2) members of the DRC. A copy thereof shall be mailed to the Owner at the address shown on the application. Approval of Plans shall also 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 material changes or deviations in and from such Plans, as approved, shall be made without the prior written consent of the DRC. A denial of an application shall state the reasons for 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. The 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 conditions and restrictions contained in this Declaration, or to any prior approval, 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 for any changes to approved Plans if those changes affect the exterior of a Structure 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 constructing Improvements in accordance with the approved Plans. The DRC shall be empowered to conduct reasonable inspections of Lots from time to time, as appropriate, to ensure this responsibility is met.

12. Non-Liability. Neither the DRC, the Declarant, the Board nor any partner, member, officer, employee, agent, successor or assign of any thereof, shall be liable to the Association, any Owner or other Person for any loss or damage connected with the performance by the DRC members of their duties and responsibilities because 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 Lot, or c) the internal operation or functional integrity of any Improvement, or d) any Yellowstone County zoning ordinance or building code violations. Every Person who applies to the DRC for approval of Plans agrees, by submission of such an application, and every Owner agrees, by acquiring title thereto or an interest therein, to the design review process described herein, and not to bring any action or suit against the Association, the Board, members of the DRC, or the Declarant or its officers, partners, employees, agents, successors or assigns to recover damages as a consequence of the design review process described 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. Such actions shall be timely if brought within four (4) months after the DRC issues a written notice of the violation or within four (4) months after it becomes apparent that an Owner has not obtained the required approval or has deviated from the approved 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 a residential Structure, including the front, back and side yards, shall be completed within twelve (12) months after the Owner's occupancy. However, if the backyard is enclosed with a screened fence within the 12-month period, Owner shall have an additional twelve (12) months to fully landscape the backyard (i.e., within twenty-four (24) months after the Owner's occupancy of the residential Structure).
2. Sidewalks. All lots shall, at the Lot Owners' expense, construct sidewalks along all frontage of lots that face the road. The sidewalks shall be constructed within the right of way. Sidewalks shall be constructed with concrete, be four feet in width, a minimum of four inches thick, and be constructed on a cushion of four inches minus 2" of road mix material. Maintenance and upkeep of these sidewalks shall be the responsibility of the lot owner.
3. Setbacks.
    a. No residence or other Building shall be located on any Lot so that any part of the foundation is nearer than twenty (20) feet from the front line of the Lot on which the Building is located (front setback).
    b. No residence shall be located less than five (5) 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).
    c. No building shall be located closer than 5 feet to the side or rear property lines.
    d. Setbacks from any street for a Structure situated on a corner Lot shall comply with the City of Billings' setback requirements, 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 ordinances in effect at the time of construction.
4. 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 interpretation of a traditional style, but the design of all Structures should address the environment and homes customary to the community.

b. Exterior Walls. The DRC shall have the right to approve or disapprove the appropriateness of the material choice for each situation. The materials used must be of consistent architecture and quality on all sides of the Structure. For example, materials not found on the front of a residential Structure shall not be added to the back or sides of said Structure.

c. Accessory Buildings. All accessory Buildings and other Structures shall be compatible meaning colors and similar roof lines and pitch with the residence.

d. Square footage. The minimum square footage for the main level of a home is 900 square feet. The minimum square footage for multi-level homes is 1,600 square feet above ground.

5. Shops / Outbuildings.

a. Size. The maximum size of an outbuilding may be regulated by the DRC but shall not exceed the size set forth in city ordinances, if any. When considering size of an outbuilding, the DRC shall consider its size in relation to its placement on a Lot and its compatibility with nearby properties and buildings.

b. Materials. Outbuildings should have a similar type of roof design as the home on the lot. Siding color should be similar to the house.

c. Height. Side walls may not generally exceed 16' in height and should include design or landscaping elements that break up the height of the wall. The overall height of outbuildings should be harmonious with the height of the house.

6. Fences. No fence or hedge or landscaping or similar enclosure (collectively, "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 surrounding 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 as to face the public view.

b. All fencing must be approved by the DRC.

c. Any partial decorative fencing unit can be painted stained or weathered naturally providing there is a consistent and maintained finish.

d. All perimeter fencing around the Property shall be constructed with a white vinyl. It shall be a minimum of 6 feet high and shall be a solid fence with vertical slats. The cost of fence shall be borne by the landowner and the fence shall be erected within one year of the home being occupied.

7. Yard lights. Each residential Structure shall have a "yard" light. The yard light shall be placed on a post in the front yard as to provide lighting to the front yard, walkways, and the front of the residence. The design of the yard light shall be in keeping with the design of the residence and the neighborhood. High intensity lighting is not allowed. As an alternative to yard lights, homes may have front house lights that provide comparable light for the front yard.
8. Color.
   a. After initial construction, no Structure shall be painted or stained a different color until such different color 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 other residences located in the Property.
   b. 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 as determined by the DRC.
9. Pools and Hot Tubs. 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.
10. Driveways. Each Lot, when improved with a residential Structure, shall have a finished, hard surface driveway (paved or poured) from the residential Structure to the boundary of the street.

ARTICLE 9-OWNERS ASSOCIATION

1. Organization of Association. The name of the Association is WILD ROSE HOMEOWNERS 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 law and as set forth in the governing documents of the Association. In the event of a conflict between the Articles of Incorporation and/or Bylaws of the Association and this Declaration, this Declaration shall prevail. So long as Declarant shall own a Lot in the Property, the Association shall not be incorporated without the consent of Declarant.
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 unilaterally changed by Declarant until such time as Declarant no longer has ownership of a Lot, after which the duties and powers of the Association may by changed only upon the affirmative vote of fifty one percent (51%) of the members of the Association.
3. Membership. The Owner of each Lot shall automatically be a member of the Association and shall remain a Member thereof until such time as such Owner's ownership ceases for any reason, at which time such Owner's membership in the Association shall automatically cease. No

membership shall be accorded to a Person not an Owner of record. For purposes of Association voting, each Lot shall have one (1) vote.

4. Bylaws. The affairs of the Association shall be governed by its Bylaws.

5. Board of Directors. The Association shall be governed by Declarant, and Declarant shall constitute the "Board," until the first of the following to occur: (a) Declarant no longer owns a Lot, or (b) Declarant decides, in its sole and absolute discretion, to relinquish control of the Association to the Board prior to conveying all its remaining ownership in the Lot(s). Except as provided below, the Board shall consist of a minimum of three to a maximum of five members. Declarant shall have the right to appoint all of the members of the Board until Declarant no longer owns a Lot. When Declarant no longer owns a Lot, the members of the Board shall be elected by a vote of the Owners with each Owner elected to serve for a term of three (3) years. A member of the Board appointed by Declarant need not be an Owner. At all other times, each member of the Board shall be an Owner.

6. Authority to Enforce Declaration. The Board is hereby granted the authority, and shall take actions as it shall deem necessary or desirable, to implement and enforce the provisions of this Declaration. The Board may, by the majority vote of the members of the Board, adopt such bylaws or other procedures as it shall deem necessary or desirable for the operation of the Board. No member of the Board shall be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties under this Declaration unless due to the willful misconduct or bad faith of such member.

ARTICLE 10-ASSESSMENTS

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

2. Creation of Lien, Personal Obligation and Non-Waiver. Each Owner of any Lot, except Declarant, by acceptance of a deed, whether or not it shall be 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 also 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 shall 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 be the personal obligation of the Owner of such Lot at the time such Assessment fell due. No Owner

may exempt himself/herself from liability for payment of Assessments for any reason, or by the abandonment of such Owner's 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. 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, Common Services expenses, and for such other purposes as may be deemed appropriate by the Board. Regular Assessments shall be due in one annual payment. The Board shall exercise reasonable diligence to provide notification to all Owners of the amount of the Regular Assessment for the following year at least thirty (30) days prior to the end of the then current year. If the Board fails to notify Owners of the amount of the Regular Assessment for the upcoming year, the Regular Assessment for that year shall equal the Regular Assessment for the prior year unless the Owners are subsequently notified by the Board.

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 percent (15%) of the budgeted gross expenses of the Association (excluding reserves) for that year, without first obtaining the prior approval of a majority of the total voting power 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 actual and reasonable costs incurred in bringing the Owner and such Owner's Lot into compliance with the Governing Documents. Special Assessments shall include the amount of such assessment and—as applicable—interest, and attorneys' fees and costs. Special Assessments shall include penalties to the extent provided for in this Declaration or the Bylaws.

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 in the event the Board fails to specify a payment date, sixty (60) days after the Board gives notice of the amount of such assessment to the Owners. Special Assessments shall be due and payable when specified by the Board, or in the event the Board fails to specify a payment date, ten (10) business days after the Board gives notices of the amount of such assessment to the Owners. 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 Declarant, shall bear an equal share of each aggregate Regular and Extraordinary Assessments. Lots owned by Declarant shall not be subject to Assessments.

8. Interest and Late Charges. If any part of any Assessment is not paid within thirty (30) days of the due date, an automatic late charge equal to five percent (5%) of the Assessment, but not less than ten dollars ($10), 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 until paid bear interest at the rate of the lower of: (a) fifteen percent (15%) per annum; or (b) the highest amount of interest permissible without implicating Montana's usury laws.

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 such 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 Declarant 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 Declarant. 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 as of the date of such statement.

11. Enforcement of Assessment Obligation. The obligation to pay Assessments shall be enforced by the Board on behalf of the Association. 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.

12. Covenant to pay Assessments. **EACH OWNER, EXCEPT DECLARANT, 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 ABANDON AND 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**. 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 Declarant the amounts paid by the grantee, therefore. The Board (or its designated secretary/treasurer) 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 as provided by applicable law. 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 such 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 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 law or in equity, all conditions, covenants and restrictions, reservations, liens, and charges now or hereafter imposed by this Declaration. In addition, the Board, Declarant, or DRC shall also have the additional enforcement rights set forth below. Except as specifically restricted 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 to take action concerning the violation. 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 Owner, alleged violations shall 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. 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 implemented.
4. Restoration of Lot. In the event an Owner fails to landscape, install, construct, maintain, or otherwise care for such Owner's 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 that it be done within a time frame reasonably 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.

5. Structural Violations. The Board (or its designees) shall have the right but not the obligation, when there has been built or placed on any Lot, any Structure which is in violation of 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, as soon as deemed reasonably necessary by the Board after written notice of such proposed actions are provided to the Owner and Owner has not remedied the same with fifteen (15) days of receipt of such notice (or such longer time as may be reasonably necessary to remedy the violation). Any such entry and abatement or removal by the Board (or its designees) shall not be deemed to be trespass. All costs or expenses incurred in abating or removing such violation shall be paid by the Owner of such Lot as a Special Assessment.

6. 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 in remedying such deviation or violation shall be assessed to such Owner as a Special Assessment, which Special Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion.

7. 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 Property in violation or deviation of the provisions of this Declaration. The Board shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner, and, if determined by the Board in is sole discretion, an appropriate period of time to cure such deviation or violation. Thereafter, the Board shall have the sole discretion to commence such proceedings.

8. 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, including, but not limited to, any costs or attorney fees incurred to file any lien for past due Assessments, and for foreclosure of an

Assessment lien; such costs and attorney fees may be assessed to the violating Owner as a Special Assessment, or may be collected in any other manner permitted by law.

9. Enforcement Costs. Costs, as herein provided, shall include attorneys' fees, 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.

10. 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.

11. 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 Declarant, 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 Governing 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 over other portions of the Property. No prescriptive or implied easements shall be created by the use of property belonging to other Owners.

2. Declarant's Right and Reservations. Declarant is undertaking the work of constructing the infrastructure and incidental improvements upon the Property to support the development of residential Structures on the Lots. The completion of that work is essential to the welfare of the Property as a residential community. In order for the work to be completed and the Property to 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 Declarant, its contractors, or sub-contractors from doing or storing anything on the Property that is reasonable, necessary, or advisable in connection with the completion of said work, and from conducting on any part of the Property its business of completing said work, or b) prevent Declarant 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 by sale or otherwise, or c) prevent Declarant from maintaining such signs, stakes, flag, or advertising devices on any of the Lots as may be necessary for the sale or disposition thereof.

3. Non-Waiver. 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 Declarant 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 one of the covenants, conditions, and restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one 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 Property is situated, all remaining covenants, conditions, or restrictions shall nevertheless remain unaffected and in full force and effect.

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

6. No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any provision of this Declaration. Any Owner acquiring a Lot in the Property 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 Declarant 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 Declarant, 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.

ARTICLE 13 - AMENDMENT AND TERMINATION OF THIS DECLARATION

1. Duration. This Declaration shall run with the land shall continue in force for a term of seventy-five (75) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a notice of termination is recorded in accordance with the requirements set forth in Section 3—Additions or Deletions, below.

2. Amendment During Declarant Control Period. During the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect on the right of any Owner (or the consent of any such Owner is obtained). Notwithstanding the above, During the Declarant Control Period, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision in compliance with any applicable governmental statutes, necessary governmental registrations, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage in connection with the sale of a Lot; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to

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enable such lender or purchaser to make or purchase mortgage loans; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots or to insure the Property or any portion thereof, including any individual Lot; (v) necessary to allow the Association to obtain insurance, including, without limitation, property or liability insurance, at a reasonable price and on reasonable terms; or (vi) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental agency.

3. Amendment. The Board, or an Owner, through the Board, may propose an amendment to, addition to, or deletion from this Declaration. The text of such proposal shall be provided by written notice to all Owners. To be effective, the proposal must be adopted by (a) the vote, in person or by proxy, or (b) written consent of Owners representing not less than sixty-seven percent (67%) of the Lots. Notwithstanding the generality of the foregoing sentence, neither the provisions of this Declaration which grant or reserve any right to Declarant nor this sentence may be deleted or amended, except by the affirmative vote, in person at a duly called meeting of the Association, by Owners representing one hundred percent (100%) of the Lots.

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 Yellowstone County Clerk and Recorder.

[*signature page follows*]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first set forth above.

Regal Land Development, Inc.

By: Daniel Wells, its President

STATE OF MONTANA)
: ss.
County of Yellowstone)

Subscribed, sworn to, and acknowledged before me by Daniel Wells, the President of Regal Land Development, Inc., this 8th day of September, 2025.

MINDY MCCLELLAN
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Comm. Exp. April 5, 2029

MINDY MCCLELLAN NOTARIAL SEAL STATE OF MONTANA

Notary of Public

(SEAL)

<u>Exhibit A</u>

Wild Rose Subdivision

Block 1: Lots 1-5;

Block 2: Lots 1-17, Park 1;

Block 3: Lots 1-19, Parks 2 and 4;

Block 4: Lots 1-7, Park 3;

Block 5: Lots 1-12;

Block 6: Lots 1-2;

Block 7: Lot 1;

Block 8: Lots 1-12; and

Block 9: Lot 1

of the Wild Rose Subdivision, Phase 1, according to the Official Plat thereof on file and of record in the office of the county clerk and recorder of Yellowstone County, Montana.

[*Doc. No. 4087868*]