



## PROPERTY PROFILE

6227 Western Bluffs BLVD, Billings, MT 59106

Amber Uhren

Realty Billings

PHONE #406-670-1942

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PROPERTY PROFILE PREPARED FOR YOU BY:

TRINA MAURER

TRINA@FIRSTMONTANATITLE.COM

406.869.9676



This information is furnished without charge, liability, or obligation by First Montana Title Company of Billings in conformance with the rules established by Montana Insurance Commissioner.

DATE: June 26, 2024

## PROPERTY PROFILE

RECORD OWNER: John H. Petrisko and Tiva Petrisko

ADDRESS: 6227 Western Bluffs BLVD, Billings, MT 59106

TRUST INDENTURES/MORTGAGES/CONTRACTS: See Attached.

TAX INFORMATION: A33129. See Attached.

RESTRICTIONS: See Attached.

### LEGAL DESCRIPTION:

Lot 3, Block 2, of Falcon Ridge Estates Subdivision, First Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3373729.

Return To:  
Pedersen & Hardy  
1601 Lewis Avenue, Suite 205  
Billings MT 59102



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B-20000-1

**DECLARATION OF RESTRICTIONS FOR  
FALCON RIDGE SUBDIVISION  
AND HOMEOWNERS ASSOCIATION**

On this 21<sup>st</sup> day of Oct., 2005, FALCON RIDGE, LLC, (hereinafter Developer), being owners and developers of the following described real property and all portions thereof, located in Billings, Yellowstone County, Montana, hereby establish and declare the following building and use restrictions all of which shall be applicable to said real property:

Block 4: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18;

Block 5: Lots 1, 2, 3, 4 and 5;

of Falcon Ridge Subdivision, 1st Filing, Yellowstone County, 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. 3348992.

Developer places these restrictions upon the Lots for the benefit of the owners of all of the above-described Lots in Falcon Ridge Subdivision (hereinafter "Falcon Ridge") and any Lots later subjected to the provisions of this Declaration and for the purpose of protecting the value and desirability of all of said Lots in said subdivision.

Developer expects these Lots to be used for multi-family housing, such as duplexes, condominiums, townhomes, or patio homes.

These restrictions do not apply to Lots 10 or 11, Block 4, of Falcon Ridge, which Developer expects to use for multi-family housing, such as duplexes, condominiums, townhomes, or patio homes. Neither do these restrictions apply to Lots 1 through 9, Block 1, Lots 1 through 12, Block 2, Lots 1 through 24, Block 3, Lots 6 through 10, Block 5, or Lot 1, Block 6, all of which Developer expects to use for single-family housing (the "single-family housing Lots"). At the time of the execution of this Declaration, Developer plans to re-plat the single-family housing

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Lots. Developer hereby reserves the right to subject Lots 10 and/or 11, Block 4, of Falcon Ridge Subdivision, and any portion or all the single-family housing Lots of Falcon Ridge, as currently platted or re-platted, to some or all of the provisions of this Declaration by executing and recording an amendment to this Declaration, and thereby subjecting the Lots to some or all of the provisions of this Declaration. The amendment shall be made in Developer's sole discretion and without consent of any other person, entity, or party. Neither the consent of the Falcon Ridge Homeowners Association, (the Association), nor of any other Lot owner, mortgagee, or trustee or beneficiary of any trust indenture, shall be required for such amendment. From and after the recording date of such amendment, if any, the owners of any Lots thereby made subject to any one or all the provisions of this Declaration shall be members of the Association, shall be bound by the provisions of this Declaration and the Bylaws of the Association as the same may be amended from time to time, shall share in the costs of improvements and maintenance, and shall be obligated to pay such assessments as the Association, in its authority, assesses.

All Lots now subject or later subjected to this Declaration are hereafter referred to as the "Lots". The covenants, restrictions and conditions herein contained shall run with the land and shall be binding on all owners of the Lots and all persons claiming under them. The grantees of any of the Lots or of any duplex unit, condominium, townhome, or patio home constructed thereon (henceforth "Lot owners"), by acceptance of a conveyance, covenant and agree faithfully to observe and abide by all of said conditions, covenants and restrictions.

#### **GENERAL RESTRICTIONS**

1. Each of the Lots shall be known and described as a residential Lot. Except as otherwise provided below, no structures shall be erected, altered, or placed, or permitted to remain on any residential Lot, as aforesaid, other than one duplex, condominium, townhome, or patio home with attached or detached garage for two or more cars, storage buildings, and playhouses for children.

2. No noxious or offensive activity shall be permitted on any of the Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

3. The term "residential", as used herein, shall be held and construed to exclude hospitals and churches and to further exclude professional and commercial

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uses, and any such usage of this property, except as provided herein, is expressly prohibited. In-home trades, professions and businesses shall be permitted provided that the Lot owner has no outside employees working in the residence, the business or trade does not increase vehicle traffic to the residence by more than six vehicles per day, round trip, and the in-home trade, profession or business complies with the zoning ordinances of the City of Billings. Signs identifying in-home businesses shall not be allowed. Vehicles, equipment, or products used in a trade or business shall not be stored outside on any of the Lots, except that vehicles used by building contractors during construction are permitted.

4. No trailer or garage shall at any time be used as a residence.
5. No swine, poultry, goats, or other livestock shall be permitted on any of the Lots.
6. No animals shall be raised or cared for on a breeding or other commercial basis. Wild animals shall not be kept as pets. The number of household pets may not exceed four, with the maximum number of one species limited to three. Pets remaining enclosed inside, such as fish, may be kept in unlimited numbers. All pets shall be kept under the control of their owner. Lot owners shall promptly clean up after their pets and shall be responsible for any damage caused by their pets. Lot owners shall not keep and shall not permit to be kept on the Lot owner's Lot any pet which is a nuisance to other residents in Falcon Ridge. Lot owners may install a fenced dog run and dog kennel in their back yards, but said runs or kennels shall not be constructed within 15 feet of any property line.
7. No trash, ashes, or other refuse may be thrown, dumped, or stored outside on any of the Lots.
8. No signs, billboards, posters or advertising devices of any character except subdivision promotion signs, or signs advertising a Lot for sale, shall be placed on any of the Lots. Contractor signs may be displayed during construction of a residence.
9. All garbage cans and receptacles shall be stored underground or on wheeled carts in garages so that the same are out of public view except when wheeled to the point of pick-up on pick-up days.
10. Except for playground equipment similar to that used on school playgrounds, tree houses or other high, dangerous, or homemade play devices for children shall not be constructed or maintained on any of the Lots. New, professionally constructed playhouses for children are allowed if first approved by



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the Architectural Review Committee provided for later herein.

11. No fence, hedge, wall, or other structure shall be erected on the street side of any corner Lot so as to endanger the safe flow of traffic. Neither shall any fence, hedge, wall or other structure extend toward the front of any corner Lot further than the forward part of the residence which is built on such Lot.

12. Developer shall construct a decorative entrance and entrance sign, including landscaping, to Falcon Ridge. Developer shall also construct a fence or wall along the eastern boundary of Falcon Ridge where it adjoins Molt Road. Developer may add landscaping on the Molt Road side of said wall or fence. The entrance, entrance sign, and their landscaping, and the fence or wall and landscaping, if any, shall be maintained by Falcon Ridge Homeowners Association, Inc. The park bike trail, parks, and storm drainage system shall all be maintained by the City of Billings.

13. No trailer house, boats, motorcycles, motor bikes, touring vehicles, or recreational vehicles shall be stored on any of the Lots unless enclosed so that they will be concealed from the view of streets and Lots which are adjacent to the Lot on which they are located. These types of vehicles may be kept on the Lot for a period of up to five days for the purpose of loading, unloading, or winterizing.

14. Only underground utility lines shall be used in Falcon Ridge, except for already existing overhead lines, if any.

15. Basketball hoops or backboards may not be mounted on any residence or garage; portable basketball hoops may be placed on the driveway, and basketball hoops mounted on a permanent stand may be placed in a location adjoining the driveway.

16. Lot owners shall be responsible for paying for any damage they or their families, guests, or tenants cause to the entrance to Falcon Ridge, the fence or wall along Molt Road, and any landscaping adjoining the bike path, fence, wall or Falcon Ridge entrance or easements, if any, thereto.

17. All Lot owners shall be obligated to maintain their homes, garages, outbuildings, and yards so that they are clean, tidy, and in good repair. Lot owners shall not permit peeling paint, broken sidewalks or driveways, broken shingles, or any other unsightly condition on their property. Lot owners shall keep their lawns mowed and watered, and they must remove all dead or dying trees and shrubs so that all properties in Falcon Ridge reflect a high pride of ownership.



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## RESTRICTIONS ON BUILDING

18. Any building or residence erected on a Lot shall be of new construction; no old or used buildings shall be moved onto any Lot. Neither shall any manufactured or modular home be placed upon any Lot.

19. Log homes, geodesic domes, A-frame buildings, buildings with earth berms to the roof line or higher, or homes having a unusual exterior design are prohibited.

20. All structures are to be constructed of high quality exterior materials, including siding, roofing, windows, doors, and trim. Vinyl siding, unless approved by Developer is prohibited. Roof pitches of less than 6/1, unless approved by Developer, are prohibited. Structures must have 150 square feet of rock, brick, or E.F.I.S. trim.

### 21. Setbacks.

- (a) No residence or other structure shall be located on any of the Lots so that any part of such structure, other than entrance vestibules, awnings or minor decorative fixtures, is nearer than 20 feet from the front line of the Lot on which the structure is located. Setbacks from any street for a structure situated on a corner Lot shall comply with the City of Billings zoning ordinances.
- (b) No building shall be located less than five feet from either side Lot line of the Lot on which the building is located. The five feet measurement is taken from the side Lot line to the nearest wall of the building, i.e., the side setback. Two story residences must comply with the side setback restrictions set forth in the City of Billings zoning ordinances in effect at the time of construction of the residence.
- (c) All buildings must be placed at least 15 feet away from the east boundary and 35 feet away from the north boundary of Falcon Ridge. No fences may be placed in any location along the eastern boundary except the eastern wall or fence constructed by Developer.

### 22. Height Restrictions.

- (a) Residences constructed on any Lot may be one or two story or split-level. In addition to any one of the aforementioned story options, each residence may also have a basement, which may be walkout or daylight.
- (b) All residences must also comply with the height restrictions imposed by the City of Billings zoning ordinances in effect at the time the residence is built.





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23. Size Restrictions.

- (a) Residences constructed on a Lot described below may be duplex homes:

(1) Block 4: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18.

(2) Block 5: Lots 1, 2, 3, 4 and 5.

- (a) Residences built on any of the aforementioned Lots shall meet or exceed the following minimum area, excluding the area of the garage and basement, if any:

(3) One story: 1,000 square feet;

(4) Two story: 1,250 square feet total for both the first and second story; or

(5) Split level: 1,400 square feet total for all three levels.

- (a) Variances on these size requirements may be made only by approval of the Architectural Review Committee, as provided for later herein.

24. Fences may be constructed only of vinyl, metal, or masonry, or combinations of these materials, except that dog runs may be fenced with chain link fence. Fences must be maintained by the Lot owner to reflect a high pride of ownership. Variances for fence construction materials may be made only by approval of the Architectural Review Committee, as provided for later herein.

25. All Lots and the adjoining boulevards must be fully landscaped within eight months after substantial completion of construction of a residence on that Lot.

26. Any garage and detached buildings on a lot, except playhouses, shall have outside walls and a roof of the same materials and color as that used on the residence on that Lot.

27. No excavations, except that which is necessary for the construction of improvements, shall be permitted on any Lot until such time as the actual construction of the residence is to begin. However, the Lot owner may drill and excavate for the purpose of testing the sub-soil conditions.

28. No building material of any manner or character shall be placed or stored on a Lot until the Lot owner is ready to commence construction of improvements, and then such materials shall be placed within the property lines of the Lot on which the residence is to be erected and shall not be placed in the streets, on the sidewalks, or between the curb and property line. Construction of



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any building must be completed within 12 months after construction is commenced.

### ARCHITECTURAL REVIEW

29. Architectural Review Committee. So long as Developer or Buscher Construction & Development Inc. or Dan Fleury Construction owns any of the Lots in Falcon Ridge, Buscher Construction & Development Inc. and Dan Fleury Construction shall have the sole authority to appoint an Architectural Review Committee, henceforth "ARC", and to review any and all Plans for residences or for improvements to any Lot subject to this Declaration. The initial ARC members shall be Dennis Buscher and Dan Fleury. Upon Developer's sale of all Lots, the Association shall appoint the members of the ARC. Buscher Construction & Development Inc., in its sole discretion, may elect to turn over its power to appoint the ARC members to the Association at any time prior to sale of all Lots. Once the Association is empowered to appoint the ARC members, the ARC shall have a total of three members.

30. Required Plan Review. Except for residences and other improvements constructed by Buscher Construction & Development Inc. or Dan Fleury Construction, no residence or other improvement shall be erected, constructed, placed, or maintained upon any Lot, nor shall any additions, remodeling, reconstruction, or alteration of the exterior of any residence or improvement be made or continue to be made, unless and until the same has been approved in writing by the ARC. Lot owners must also obtain ARC approval for any changes to approved Plans if those changes affect the exterior of a residence or any improvement.

31. Review Application. Before beginning the construction of any residence or other improvement, or before any alteration of the exterior thereof, the person desiring to erect, construct, or modify the same shall submit to the ARC two sets of the following Plans for the proposed residence or other improvement in addition to any other information the ARC requests:

- (a) Site Plan: A site plan showing: 1) the location of all improvements, including structures, fences, walls, driveways, parking areas, utilities, outbuildings and decks; and 2) existing topography and contour in relation to the proposed residence or other improvement and cut and fill excavation requirements; and 3) other pertinent information relating to the residence or other improvement.
- (b) Building Plan: A building plan consisting of: 1) the structure's dimensions; 2) elevation drawings or sketches of the exterior of the structure(s); and 3)



information concerning the exterior of the structure(s) including all exterior colors, materials, finishes, roofing materials to be used.

The ARC may, in its sole discretion, require the Lot owner to furnish additional specifications, drawings, material samples, and such other information as it deems necessary for the purpose of reviewing the application.

32. Basis of Approval. Approval by the ARC shall be based upon, among other things, the following: a) conformity and harmony of external design with neighboring residences or other improvements; b) effects of location of the proposed residence or other improvements on neighboring Lots; c) relation of residence or other improvements and finished ground elevations to existing topography and grades; d) the overall aesthetics of Falcon Ridge; and f) conformity of Plans to the provisions of this Declaration.

The review will include subjective judgments about aesthetics which cannot be clearly defined in this Declaration. Each Lot owner, by acceptance of a deed to any Lot subject to this Declaration, agrees to accept the decisions of the ARC as final and binding, and waives any right to challenge those decisions through legal action.

33. Decision. The ARC shall render its decision with respect to an application within 30 days after the receipt of a complete application. The decision of the ARC can be in the form of an approval, a conditional approval, or denial and shall be in writing. A copy shall be mailed to the applying Lot owner and to the Association's Board of Directors.

34. Non-Liability. Neither the ARC nor any member thereof, nor the Developer nor any member, officer, employee, agent, successor, or assign thereof, shall be liable to the Association, any Lot owner, or any other person for any loss, damage, or injury arising out of or connected with the ARC members' performance of their duties and responsibilities by reason of a mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve an application. The aforementioned parties will not make decisions on and assume no responsibility for the following: a) the structural capacity, safety features, or building code compliance of any residence or other improvement; b) whether the proposed location of a residence or other improvement is free from possible geologic or natural hazards or other possible hazards caused by conditions occurring either on or off the subject property; c) the internal operation or functional integrity of any residence or other improvement; or d) conformity with or violation of any City of Billings zoning ordinance or any



applicable building code.

Every person who submits an application to the ARC, by submission of such an application, and every Lot owner by acceptance of a deed to any Lot agrees not to bring any action or suit against the Association, its Board, members of the ARC, or the Developer or its members, officers, employees, agents, successors, or assigns to recover damages resulting from the architectural review process set forth herein.

The decisions of the ARC and the requirement to obtain approval of the ARC may be enforced by the Association or by any Lot owner by bringing an action for specific performance or for an injunction, prohibitory or mandatory. Such actions shall be timely if brought within four months after it becomes apparent that any Lot 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 from the losing party all costs and attorney fees incurred.

#### HOMEOWNERS ASSOCIATION

35. **Membership in Association.** Lot owners shall be members of a Montana non-profit corporation, formed or about to be formed, known as "FALCON RIDGE HOMEOWNERS ASSOCIATION", herein called "Association". "Lot owner" shall mean each person, as shown by the records of the Yellowstone County Clerk and Recorder, owning all of or an undivided interest in a Lot, or in the case of duplexes, condominiums, townhomes, or patio homes constructed upon a Lot, owning all of or an undivided interest in any Unit thereof. If such owner has sold to a third person under the terms of an agreement for future delivery of title, and notice of such agreement is recorded with the Yellowstone County Clerk and Recorder, such third person shall be deemed the Lot owner. Co-owners or joint owners of a Lot or Unit shall be deemed to be one member for the purposes of voting and assessment. The affairs of the Association shall be governed by its Bylaws, attached hereto as Exhibit "A".

36. **Obligations of the Association.** The Association shall have the responsibility for maintaining the entrance to Falcon Ridge and the fence or wall along the east perimeter of Falcon Ridge.

37. **Rights of the Association.** The Association shall have the right, but not the obligation, to enforce this Declaration. In the event that any Lot owner shall permit any residence or other improvement, including any landscaping for which it



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is the responsibility of such Lot owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Association, may notify the Lot owner to take corrective action. If corrective action is not taken by the Lot owner within a reasonable time, as determined by the Board, the Board may cause such corrective action to be taken and shall assess the expense of correction to the Lot owner as a special assessment, payable only by that Lot owner. If a Lot owner fails or refuses to pay such an assessment, the Association may, as provided below, file and foreclose a lien for the amount of the assessment.

38. **Annual assessments.** The Association, through its Board of Directors, shall establish and collect an annual assessment from each association member to pay for all costs of the maintenance described in Section 36 above, for liability insurance insuring the Association members against liability resulting from the Association's maintenance of the Falcon Ridge entrance and wall or fence, for administrative and legal expenses, and for any other expenses authorized or required by the provisions of this Declaration. The Board shall not have the authority to increase the annual assessment more than 10% per year for these expenses without a vote of 51% of the Association members.

39. **Payment of assessments.** Each Lot owner shall be responsible for the payment of assessments within 30 days after the Board gives notice of assessment. Assessments paid more than 30 days after the date when due shall bear interest at the rate of 12% per annum from the due date until paid. All payments upon assessments shall be applied first to interest and then to the earliest assessment due. Interest collected shall become part of the Association's account. In no event shall the interest charged be more than permitted by the Montana usury statutes. All assessments collected by the Association may be commingled in a single fund. The Secretary-Treasurer of the Association shall maintain records showing the amounts of all assessments paid and unpaid. Such records shall be available for inspection at all reasonable times by Lot owners or their representatives.

40. **Covenant to pay maintenance assessments.** Each Lot owner, 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 lawfully made by the Association and to waive any right said Lot owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments. Lot 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

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amounts paid by the grantee therefor. The Secretary-Treasurer of the Association shall notify third parties, upon their request, of the amount of unpaid assessments on any Lot.

41. **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, costs of suit, and reasonable attorney fees shall also be the personal obligation of the Lot owner of the Lot against which the assessment was made at the time the assessment fell due. Furthermore, suit to recover a money judgment for unpaid assessments shall be maintainable by the Association against said Lot 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 grantee or transferee from liability for past due assessments or from the lien thereof. All rights, remedies and privileges granted to the Association or the Lot owners pursuant to the terms hereof shall be deemed to be cumulative.

#### MISCELLANEOUS

42. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

43. **Alterations to these restrictions.** Unless otherwise provided herein, any alteration or amendment to these restrictions must be in writing and signed by all of the Lot owners, as defined herein, of no less than 75% of the number of Lots or total number of individual units in the case of multi-family housing. These restrictions may be revoked in whole or in part and additional provisions may be added by written amendment signed by all owners of no less than 90% of the number of Lots or total number of individual units in the case of multi-family housing. No amendment shall be effective until it is recorded in the office of the Yellowstone County Clerk and Recorder. Unless approved by Developer, no



amendment or revocation of these any of these restrictions shall take effect prior to sale of all Lots by Developer.

As provided earlier in this Declaration, Developer anticipates that additional Lots may become subject to some or all of the provisions of this Declaration, i.e., Lots 10 and 11, Block 4 and the single-family residence Lots as currently platted or as may be re-platted. Accordingly, as to any amendment of this Declaration, or as to any revocation of any portion thereof, which is intended to affect only one group-type of Lots, i.e., only the multi-family Lots or only the single-family residence Lots, the number of Lot owners, as defined herein, required to make effective an amendment or revocation, where said Lot owners' consent is required, shall be the stated percentage of Lot owners of the affected group-type of Lots only and not the stated percentage of all the Lot owners in Falcon Ridge.

44. **Enforcement.** The Association and each and every one of the Lot owners of Lots in Falcon Ridge shall have the right to enforce the restrictions and covenants herein, and any and all amendments thereto, by civil action, including the right to injunctive relief and for damages. It is presumed that some damage would be occasioned by reason of the failure of any Lot owner or owners to comply with these restrictions and the covenants herein contained. If litigation is commenced, the prevailing party shall have, in addition to any other remedy applicable at law or in equity, a reasonable attorney's fee and expenses.

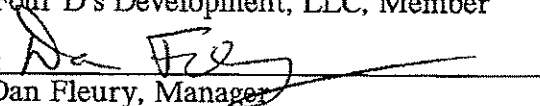
**IN WITNESS WHEREOF,** FALCON RIDGE, LLC has executed this Declaration of Restrictions the day and year first above written.

**FALCON RIDGE, LLC**

By: Aviara, Inc., Member

By:   
Dennis J. Buscher, President

By: Four D's Development, LLC, Member

By:   
Dan Fleury, Manager



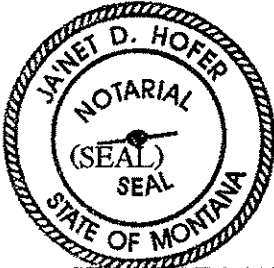
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STATE OF MONTANA )

County of Yellowstone )

This instrument was acknowledged before me on Oct. 21<sup>st</sup>, 2005, by  
Dennis J. Buscher, President of Aviara, Inc, Member, of FALCON RIDGE, LLC

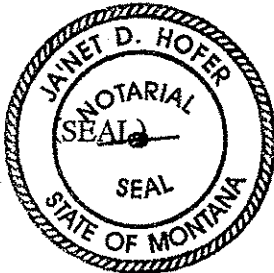


STATE OF MONTANA )

County of Yellowstone )

Janet D. Hofer  
Printed Name: Janet D. Hofer  
Notary Public for the State of Montana  
Residing at Billings, MT  
My Commission Expires Aug. 6, 2006

This instrument was acknowledged before me on Oct. 21, 2005, by  
Dan Fleury, Manager of Four D's Development, LLC, Member of FALCON  
RIDGE, LLC



Janet D. Hofer  
Printed Name: Janet D. Hofer  
Notary Public for the State of Montana  
Residing at Billings, MT  
My Commission Expires Aug. 6, 2006





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## BYLAWS OF FALCON RIDGE HOMEOWNERS ASSOCIATION

(a non-profit corporation)

The Board of Directors of FALCON RIDGE HOMEOWNERS ASSOCIATION, a Montana non-profit corporation, ("the Association"), hereby adopt the following Bylaws:

### OFFICES

1. **Principal Office.** The principal office of this Association is situated at 3671 Spalding, Billings, Montana 59106. The Board of Directors may change the principal office.

### MEMBERS

2. **Membership.** Each owner of all of the following described Lots shall be a Member of the Association.

Block 4: Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18.

Block 5: Lots 1, 2, 3, 4, 5.

of Falcon Ridge Subdivision, 1st Filing, in the City of Billings, Yellowstone County, 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. 3348992.

Co-owners, or joint owners of a Lot or unit shall be deemed to be one Member for the purposes of voting and assessment.

3. **Annual Meeting.** The annual meeting of the Members for election of Directors, approval of an annual budget, and the transaction of such other business as may properly come before them shall be held at the principal office of this Association or at such other place that shall be set forth in the Notice of meeting. The annual meeting shall be held on the third Monday of February, 2006, at 7:00 o'clock P.M. and on the third Monday of February of each and every year thereafter.

4. **Notice of Annual Meeting.** The Secretary-Treasurer of this Association shall give written notice stating the place, day and hour of the meeting by delivering the same not less than 10 days prior to the date of the meeting, if notice is personally delivered, or not less than thirty (30) days, nor more than 50 days before the date of the meeting, if notice is delivered by mail, to each Member of record entitled to vote at such meeting. The notice shall be deemed delivered when deposited, postage prepaid, in the United States mail addressed to the Member at the Member's address as it appears on records of the Association.

Exhibit "A"



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5. **Special Meeting.** Special meetings of the Members may be called by the Board of Directors or by not less than 25% of all the Members entitled to vote at the meeting. Notice of said special meeting shall be given in the same manner as notice for the annual meeting as outlined in Section 4 above, except that the notice, in addition to all other requirements, must state the purpose or purposes for which the meeting is called. No business other than that specified in the Notice of Meeting shall be transacted at any such special meeting.

6. **Quorum of Members.** A majority of the Members entitled to vote and represented in person or by proxy shall constitute a quorum at a meeting of Members. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If a quorum is present, the affirmative vote of the majority of Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members unless the vote of a greater number is required by the Articles of Incorporation, these Bylaws, or the Declaration of Restrictions for Falcon Ridge Subdivision. Approval of an increase in regular annual assessments which is more than 10% greater than assessments for the prior year and approval of special assessments shall require an affirmative vote of 51% of the Members.

If a meeting cannot be organized because a quorum is not present, those present may adjourn the meeting from time to time until a quorum is present and at which time any business may be transacted that could have been transacted at the meeting as originally called.

7. **Voting.** Each Member shall be entitled to one vote. For voting purposes, co-owners of a single Lot or Unit shall be considered to be a single Member with one vote. A Member may vote either in person or by proxy, provided the Member has properly executed the document indicating his or her designation of proxy. At each election for Directors, every Member entitled to vote at such election shall have the right to vote in person or by duly elected proxy for as many persons as there are Directors to be elected.

8. **Proxies.** Every proxy must be dated and signed by the Member and given to the Secretary-Treasurer before or at the time of the meeting. No proxy shall be valid after the expiration of 11 months from the date of its execution. Every proxy shall be revocable by the Member executing it. Said revocation must be in writing, dated and signed by the Member and given to the Secretary-Treasurer before or at the time of the Association's next meeting.



9. **Order of Business.** The order of business at all meetings of the Members shall be as follows;

- (a) Proof of notice of meeting or waiver of notice.
- (b) Reading of minutes of preceding meeting.
- (c) Reports.
- (d) Business.

10. **Informal Action.** Resolutions required or permitted to be approved by Members may be approved without a meeting of Members if the written resolution is signed by at least 51% of the Members entitled to vote and filed with the corporate records.

#### **BOARD OF DIRECTORS**

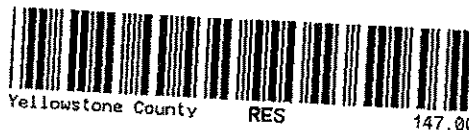
11. **Directors.** After the first annual meeting, the Association shall be governed by a Board of three persons, all of whom shall be Members of the Association and who shall be elected by majority vote of the Members present at the annual meeting. The Directors shall serve without compensation.

12. **Term.** At the first annual meeting of the Association, three Directors shall be elected. The term of two of the Directors shall be fixed for one year. The term of one of the Directors shall be fixed at two years. At the expiration of the initial term of each Director, an election shall be held; all successor Directors shall serve two-year terms. A Director may be re-elected to successive terms.

13. **Initial Directors.** Until the first annual meeting, the Association shall be governed by the Board constituted by four persons, Dennis J. Buscher, Doug Dahlberg, Dan Fleury and Kelly Donovan, who shall serve as Directors.

14. **Powers and Duties of Directors.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law, by these Bylaws, or by the Declaration of Restrictions of Falcon Ridge Subdivision directed to be exercised and done by the Members.

- (a) The Directors shall have the power to contract for improvements to and maintenance of the perimeter fence or wall, the decorative entrance to Falcon Ridge, and the landscaping at the entrance and along the perimeter fence or wall, if any.
- (b) The Board shall have the power to levy and collect regular annual assessments.
- (c) The Board shall have the power to levy and collect special assessments approved by the Members.



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- (d) The Board shall prepare an annual budget and obtain contractors' bids for insurance, improvements, and maintenance of the perimeter fence or wall, decorative entrance, and landscaping at the entrance and fence or wall, if any.
- (e) The Board shall have the authority to take appropriate legal action to collect delinquent assessments, to file a lien against any Lot or Unit having delinquent assessments, and to levy penalties and interest charged in accordance with the Declaration of Restrictions of Falcon Ridge Subdivision.
- (f) The Board shall have the power to enter into and carry out contracts as necessary to its duties herein.
- (g) The Board shall have the power to establish a bank account for the Association and to keep records in accordance with common accounting procedures.
- (h) The Board shall have the power to employ and pay a Secretary-Treasurer.

15. **Removal of Directors.** At any regular or special meeting of the Association called for that purpose, any Director may be removed for good cause by a vote of a majority of the Members entitled to vote. In the event of such removal, a successor may then and there be elected to fill the vacancy thus created.

16. **Vacancies in Board of Directors.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by vote of the Members shall be filled by a vote of the majority of the remaining Directors, and each person so selected shall serve until the next annual meeting of the Association, at which time the Members shall elect a successor to fill out the balance of the unexpired term.

17. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of such regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or facsimile at least three days prior to the date of such meeting.

18. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on three days' notice to each Director. Notice may be given personally or by mail, telephone, or facsimile and shall state the time, date, place, and purpose of the meeting.

19. **Quorum.** A quorum of the Board for transaction of business at any meeting shall be a majority of the Directors.



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20. **Proxies.** Only Directors will be allowed an official vote. No proxies shall be allowed under any circumstances.

#### **OFFICERS**

21. **Designation.** The Officers of this Association shall be a President, a Vice-President, and a Secretary-Treasurer.

22. **Election and Term of Officers.** The Officers shall be elected by the Board of Directors for a one-year term. Officers may be re-elected for successive terms. The President and Vice-President shall be Members of the Association; the Secretary-Treasurer need not be a Member of the Association.

23. **Payment of Officers.** The President and Vice-President shall serve without salary; the Secretary-Treasurer may be paid a reasonable salary, as determined by the Board.

24. **Removal of Officers.** Any Officer may be removed at any time for cause by vote of a majority of the Directors then in office.

25. **Filling Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by a vote of a majority of the Board of Directors. The newly elected Officer shall serve for the unexpired portion of the term.

26. **President.** The President shall be the chief executive officer of this Association, and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the affairs of this Association. The President shall preside at all meetings of the Board of Directors and of the Members.

27. **Vice-President.** In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting, the Vice-President shall have all the powers of the President and shall be subject to all the restrictions upon the President.

28. **Secretary-Treasurer.** The Secretary-Treasurer shall keep the minutes of every meeting held and conduct such correspondence as the Board deems necessary. The Secretary-Treasurer shall have the care and custody of and be responsible for all funds and securities of this Association and shall deposit such funds and securities in the name of this Association in such bank or safe deposit companies as the Board of Directors may designate. The Secretary-Treasurer shall also have authority to pay out and dispose of all orders for payment of money under the direction of the President or the Board of Directors. The Secretary-Treasurer shall keep at the principal office of this Association accurate books of accounts of all its business and transactions and shall at all reasonable



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hours exhibit books and accounts to any Director or Member of this Association. The Secretary-Treasurer shall render a report of the condition of the finances of this Association, at each regular meeting of the Board of Directors and regular meeting of Members and shall perform all other duties incident to the office of Secretary-Treasurer.

#### **CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

29. **Contracts and Instruments.** The President or Vice-President shall sign and approve all contracts and instruments on behalf of this Association after authorization has been granted and approval obtained from a majority of the Board of Directors.

30. **Checks and Drafts.** All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness, issued in the name of or payable to this Association, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by any two of the Officers of this Association.

31. **Depository.** All funds of this Association shall be deposited from time to time to the credit of this Association in such banks, trust companies, or other depositories as the Board of Directors may select.

#### **MISCELLANEOUS PROVISIONS**

32. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of law or under the provisions of the Articles of Incorporation or the Bylaws of this Association, a waiver thereof in a writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

33. **Amendment of Bylaws.** At any regular meeting or at any special meeting of this Association these Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by 75% of the Members entitled to vote.

34. **Transfer of Membership.** One Membership is attached to each of the Lots within Falcon Ridge. A Membership shall not be transferable except upon transfer of said Lot or Unit. Said Membership is appurtenant to and runs with the Lot or Unit.

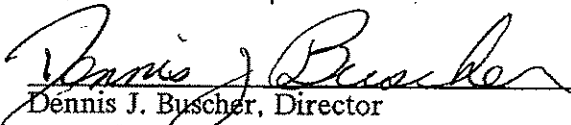
35. **Expulsion of Members.** Members may not be expelled from the Association and their voting rights cannot be canceled. No Member may withdraw from the Association so long as that Member owns a Lot or Unit in Falcon Ridge Subdivision.




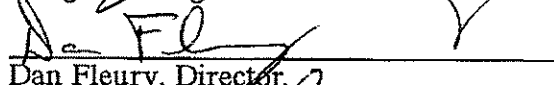
36. **Reimbursement of Costs and Expenses.** All Officers and Directors shall be reimbursed their costs and expenses directly incurred in work performed in furthering the purposes of this Association.


37. **Dissolution.** The Association shall be dissolved only if improvements or maintenance required to be done by the Association is assumed by some other entity. In the event of dissolution of the Association, the funds of the Association shall be divided equally among its Members after payment of all debts of the Association.

BYLAWS DATED Oct. 21, 2005.

  
Dennis J. Buscher, Director

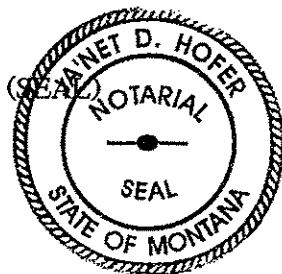
  
Doug Dahlberg, Director

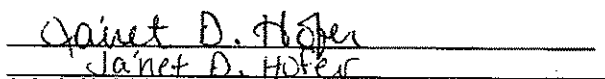
  
Dan Fleury, Director

  
Kelly Donovan, Director

STATE OF MONTANA )  
County of Yellowstone ) ss.

This instrument was acknowledged before me on October 14, 2005, by Dennis J. Buscher.



  
Janet D. Hofer  
(print in black ink or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires Aug. 6, 2006



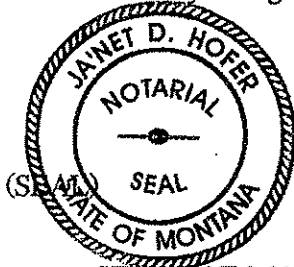
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STATE OF MONTANA )

County of Yellowstone )

: SS.

This instrument was acknowledged before me on October 14,  
2005, by Doug Dahlberg.Janet D. Hofer  
Janet D. Hofer

(print in black ink or type name of notary)

Notary Public for the State of Montana

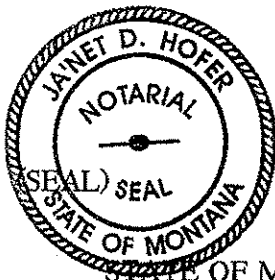
Residing at Billings, Montana

My Commission Expires Aug. 6, 2006

STATE OF MONTANA )

County of Yellowstone )

: SS.

This instrument was acknowledged before me on Oct. 21,  
2005, by Dan Fleury.Janet D. Hofer  
Janet D. Hofer

(print in black ink or type name of notary)

Notary Public for the State of Montana

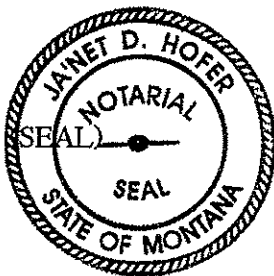
Residing at Billings, Montana

My Commission Expires Aug. 6, 2006

STATE OF MONTANA )

County of Yellowstone )

: SS.

This instrument was acknowledged before me on Oct. 21,  
2005, by Kelly Donovan.Janet D. Hofer  
Janet D. Hofer

(print in black ink or type name of notary)

Notary Public for the State of Montana

Residing at Billings, Montana

My Commission Expires Aug. 6, 2006



Return To:  
Pedersen & Hardy, P.C.  
1001 South 24th Street West, Suite 110  
Billings MT 59102  
File No. 34156-A



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**FIRST AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS FOR  
FALCON RIDGE SUBDIVISION  
AND FIRST AMENDMENT TO BYLAWS OF  
FALCON RIDGE HOMEOWNERS ASSOCIATION**

FALCON RIDGE, LLC, being the Developer and all owners of Lots in Falcon Ridge Subdivision, do hereby amend the DECLARATION OF RESTRICTIONS FOR FALCON RIDGE SUBDIVISION AND HOMEOWNERS ASSOCIATION, recorded October 28, 2005 under Document No. 3354588, records of Yellowstone County, Montana, and the BYLAWS OF FALCON RIDGE HOMEOWNERS ASSOCIATION, recorded October 28, 2005 under Document No. 3354588, records of Yellowstone County, Montana, as follows:

1. Except where otherwise stated herein, the following single-family housing Lots and the following described duplex Lots are hereby made subject to all of the covenants and restrictions set forth in DECLARATION OF RESTRICTIONS FOR FALCON RIDGE SUBDIVISION AND HOMEOWNERS ASSOCIATION, recorded October 28, 2005 under Document No. 3354588, records of Yellowstone County, Montana and to BYLAWS OF FALCON RIDGE HOMEOWNERS ASSOCIATION, recorded October 28, 2005 under Document No. 3354588 records of Yellowstone County, Montana:

Single Family Lots:

Block 1:	Lots 1 through 15 inclusive
Block 2:	Lots 1 through 12 inclusive
Block 3:	Lots 1 through 12 inclusive
Block 5:	Lots 6 through 11 inclusive
Block 6:	Lots 1 through 14 inclusive
Block 7:	Lots 1 through 14 inclusive
Block 8:	Lots 1 & 2

in Falcon Ridge Estates Subdivision, First Filing, Yellowstone County, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County.



Duplex Lots:

Block 4: Lots 1 through 18 inclusive  
Block 5: Lots 4 & 5

in Falcon Ridge Estates Subdivision, First Filing, Yellowstone County, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County.

2. The following Size Restrictions are hereby added to Section 23 - Size Restrictions:

(b) Each home constructed on a single family Lot designated below shall meet or exceed the following minimum areas, excluding the area of the garage and the basement, if any:

- (i) Block 3: Lots 1 through 12 inclusive  
Block 1: Lots 1 through 8 inclusive  
  
One Story: 1,450 square feet  
Split Level: 1,800 square feet for three levels  
Two Story: 1,100 square feet on the first story  
and 1,800 square feet total for the  
first and second stories
- (ii) Block 5: Lots 6 through 9 inclusive  
Block 6: Lots 1 through 14 inclusive  
Block 1: Lots 9 through 15 inclusive  
  
One Story: 1,550 square feet  
Split Level: 1,900 square feet for three levels  
Two Story: 1,250 square feet on the first story  
and 1,900 square feet total for the  
first and second stories
- (iii) Block 8: Lots 1 & 2  
Block 2: Lots 1 through 12 inclusive  
Block 7: Lots 1 through 14 inclusive  
  
One Story: 1,650 square feet  
Split Level: 2,000 square feet for three levels  
Two Story: 1,350 square feet on the first story  
and 2,000 square feet total for the  
first and second stories

(c) Residences constructed on a duplex Lot designated below shall meet or



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exceed the following minimum area requirements, excluding the area of the garages and basements, if any:

Block 4:	Lots 1 through 18 inclusive
Block 5:	Lots 4 & 5
One Story:	1,000 square feet
Two Story:	1,250 square feet total for the first and second story; or
Split Level:	1,400 square feet for all three levels

(d) Variances on these size requirements may be made only by approval of the Architectural Review Committee.

In all other respects, the DECLARATION OF RESTRICTIONS FOR FALCON RIDGE SUBDIVISION AND HOMEOWNERS ASSOCIATION and BYLAWS OF FALCON RIDGE HOMEOWNERS ASSOCIATION, described above, shall remain as written.

DATED this 2 day of April 2007  
FALCON RIDGE, LLC

By: AVIARA, INC., Member

By: Dennis J. Buscher  
Dennis J. Buscher, President

By: FOUR D'S DEVELOPMENT, LLC, Member

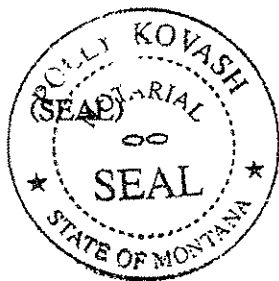
By: Dan Fleury  
Dan Fleury, Manager

STATE OF MONTANA )

: ss.

County of Yellowstone )

This instrument was acknowledged before me on 4/2/07  
by Dennis J. Buscher, President of AVIARA, INC., A member of Falcon Ridge, LLC



Polly Kovash  
Printed Name: Polly Kovash  
Notary Public for the State of Montana  
Residing at Yellowstone  
My Commission Expires 12/8, 2009



Yellowstone County

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STATE OF MONTANA

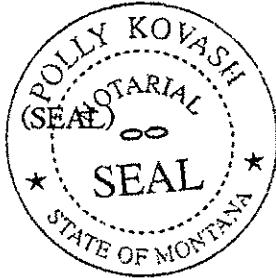
)

: SS.

County of Yellowstone

)

This instrument was acknowledged before me on 4/2/07,  
by Dan Fleury, Manager of **FOUR D'S DEVELOPMENT, LLC**, a member of  
Falcon Ridge, LLC



Polly Kovash  
Printed Name: Polly Kovash  
Notary Public for the State of Montana  
Residing at Yellowstone  
My Commission Expires 12/8, 2009



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Return to:  
Engineering, Inc.  
1300 North Transtech Way  
Billings, MT 59102

## SUBDIVISION IMPROVEMENTS AGREEMENT

### FALCON RIDGE ESTATES SUBDIVISION

**THIS AGREEMENT** is made and entered into this 10 day of February, 2006, by and between **FALCON RIDGE, LLC**, whose address for the purpose of this Agreement is 3671 Spalding Avenue, Billings, Montana 59102, hereinafter referred to as "Subdivider," and **THE CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

#### WITNESSETH:

**WHEREAS**, the plat of Falcon Ridge Estates Subdivision (the "Subdivision"), located in the City of Billings, Yellowstone County, Montana, was submitted to the City-County Planning Department, which recommended its approval to the Yellowstone County Board of Planning; and,

**WHEREAS**, at a regular meeting conducted on the 25th day of October, 2005, the Yellowstone County Board of Planning recommended conditional approval of a preliminary plat of Falcon Ridge Estates Subdivision; and,

**WHEREAS**, at a regular meeting conducted on the 28th day of November, 2005, the City Council conditionally approved a preliminary plat of Falcon Ridge Estates Subdivision; and,

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

**WHEREAS**, the provisions of this agreement shall be effective and applicable to Falcon Ridge Estates Subdivision 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.

**NOW, 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:

**I. VARIANCES**

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 (Section 23.1401, BMCC):

Section 23-601. Streets, (k) BMCC; to provide local residential street with 50-foot rights-of-way and 34-foot back-to-back of curb width for Golden Eagle Way, Golden Eagle Court, Gray Hawk Way, and Gray Hawk Court.

Section 23-605. Lots, (d); to provide double frontage lots between interior streets and Molt Road as necessary due to topography. To mitigate potential problems with double frontage lots, a 1-foot wide No Access strip will be platted along the Subdivision's border with Molt Road, except for the two entrance locations, and along the Western Bluffs Boulevard frontage of Lots 12 and 13, Block 1.

**II. PROPERTY DISCLOSURES**

- A. *Burlington Northern Santa Fe Railway Proximity.* Land in proximity to the northwest corner of Falcon Ridge Estates Subdivision is a right-of-way owned by the railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in Falcon Ridge Estates Subdivision. This activity is protected by state law and can be expected to continue indefinitely.

Subdivider, for itself and all successor owners of property within Falcon Ridge Estates Subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway, acknowledges that the railroad right-of-way is private property, and further acknowledges that Falcon Ridge Estates Subdivision and successor owners of lots within Falcon Ridge Estates Subdivision, have an affirmative duty to stay off the Burlington Northern Santa Fe Railway property and to keep children, guests, and invitees off the property.

- B. Sidewalks within the Subdivision adjacent to Masters Boulevard, Falcon Ridge Drive, Western Bluffs Boulevard, Golden Acres Drive, Golden Eagle Way, Gray Hawk Way, Golden Eagle Court, and Gray Hawk Court



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shall be installed at the time that housing units are constructed on the lot and shall be included in each building permit. All sidewalks shall be 4-foot wide boulevard style. Subdivider will install, within the private contract, corner intersection accessibility ramps and aprons and will grade all street frontages for a boulevard sidewalk finished grade.

- C. The Subdivision is located in the proximity of a large natural park, adjacent to open agricultural areas, and contains wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to the prairies and to the rimrock environments is found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Any impacts associated with wildlife and any damage arising there from is the responsibility of the lot owners.
- D. Owners of lots within Falcon Ridge Estates Subdivision shall be advised that in accordance with a geotechnical report prepared from actual drilling and field testing by Terracon Consultants, Inc., there exists the potential for variable soil conditions within the Subdivision. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner. The City may require the owner of each lot to include a geotechnical investigation report with the building permit submittal.
- E. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- F. Owners of lots within Falcon Ridge Estates Subdivision shall be advised that water distribution system pressure may fall below the generally accepted minimum pressure at home fixtures on some lots within the Subdivision. Assessment and mitigation, if required, of these conditions, including potential installation of booster pumping units on individual homes, shall be the responsibility of the lot owner.
- G. There is attached hereto a Waiver waiving the right to protest the creation of a 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 owners specifically agree that they are waiving valuable rights and do so voluntarily. Upon such execution of



Yellowstone County

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and submittal of security guarantees for the private contract which includes any improvements, then the Waiver may be modified to eliminate those items which were constructed under the private contract and which the Subdivider has, therefore, already participated in. In the event the Subdivider fails or refuses to commence construction under a private contract, the City shall be entitled to rely on the Waiver and create the district or districts necessary to install said improvements.

### **III. TRANSPORTATION**

#### **A. Streets**

Subdivider will execute private contracts to construct public streets and curb and gutter within the Subdivision. On Masters Boulevard, Falcon Ridge Drive, Western Bluffs Boulevard, and Golden Acres Drive, the improvements will consist of 37-foot wide from the back of curb to back of curb residential streets, within 60-foot wide rights-of-way. On Golden Eagle Way, Gray Hawk Way, Golden Eagle Court, and Gray Hawk Court, the improvements will consist of 37-foot wide from back of curb to back of curb residential streets, within 50-foot wide rights-of-way, and cul-de-sacs will have a 43.5-foot wide radius to back of curb. All site improvements within or associated with the Subdivision will be in accordance with MDT Standards and with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, and the *Stormwater Management Manual*. Temporary turn-arounds that may be deemed necessary due to phased or partial development shall be 87 feet in diameter.

#### **B. Sidewalks**

Sidewalks within the Subdivision adjacent to Masters Boulevard, Falcon Ridge Drive, Western Bluffs Boulevard, Golden Acres Drive, Golden Eagle Way, Gray Hawk Way, Golden Eagle Court, and Gray Hawk Court shall be installed at the time that housing units are constructed on the lot and shall be included in each building permit. All sidewalks shall be 4-foot wide boulevard style. Subdivider will install, within the private contract, corner intersection accessibility ramps and aprons and will grade all street frontages for a boulevard sidewalk finished grade.

#### **C. Street Lighting**

Street lighting shall be installed at the intersection of Western Bluffs Boulevard and Molt Road. Construction or installation of street lights within the Subdivision shall not be required at this time, but street lights





Yellowstone County

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04/14/2006 08:14A

shall be included in the Waiver for construction of the same in the future. Said Waiver shall also include a maintenance district for street light energy and the maintenance of street lights. Conduits and pull boxes will be installed at street intersections with the private contract to aid future construction of street lights.

**D. Traffic Control Devices**

Subdivider will furnish the necessary traffic control devices within or adjacent to the Subdivision in conformance with City of Billings standards.

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 engineer.

**E. Access**

1. *Location and widths of proposed accesses.* Access shall be provided by the streets detailed in Section III above.
2. *Restrictions on access.* There shall be no restrictions on access.
3. *Other required access improvements.* There shall be no further access improvements than those items listed above.

**F. Heritage Trail Plan**

The BikeNet/Heritage Trail plan identifies the Cove Ditch as a connection link between other greenway corridors. A minimum of 20 feet of area has been dedicated adjacent to the ditch easement through the park along the southern boundary of the First Filing of Falcon Ridge Subdivision. With each phase that abuts the BikeNet path in First Filing, Subdivider shall install pathways/bikeways, which shall provide access through the Subdivision in general conformance with the bikeway/trail plan. Details and design of these facilities shall be coordinated with the Public Works Department, Department of Parks, Recreation, and Public Lands, and the Yellowstone County Alternative Modes of Transportation Director. Care and maintenance of the BikeNet path and adjacent Cove Ditch easement shall be included within the park maintenance district described in Section VII below, and shall be paid for by all lots in Falcon Ridge Subdivision, First Filing, and Falcon Ridge Estates Subdivision.



**G. Mail Delivery**

United States Postal Service mail delivery will be made to centralized delivery locations. Centralized delivery locations shall consist of no less than 8 and no more than 16 mailboxes per location.

**H. State Highway No. 302 (Molt Road)**

Molt Road is a state highway. Subdivider understands that all street improvements adjacent to the Subdivision are installed to date as required by the State of Montana Department of Transportation (MDT). Said improvements include existing paved highway with gravel shoulders and borrow ditches. These improvements are in conformance with State of Montana specifications and are in place as of this date. No further improvements are required to Molt Road at this time. The City might require the Subdivision to participate in the cost of additional improvements to Molt Road in the future. The future improvements are included in the Subdivision Improvements Agreement Waiver. Improvements by the Subdivider at this time will consist of a residential street approach at Western Bluffs Boulevard. Subdivider has applied for approach permits for public streets from the Montana Department of Transportation. A cash contribution of \$15,307.00 was made at the time of final plat filing for Falcon Ridge Subdivision, First Filing, which encompassed this area, for its share of future signalization at 62nd Street West and Rimrock Road.

**IV. EMERGENCY SERVICES**

Emergency services, such as police, ambulance, and fire, can reach the development from Molt Road and the streets described in Section III above.

**V. STORM DRAINAGE**

Storm drainage and surface flow shall be provided to route the runoff to natural existing drainages by a combination of surface drainage, curbs and gutters, valley gutters, inlets, and storm drain lines. Flows will be directed as they have historically run, overland, but major storm flows will be retained on site through berming, ponding, and boulder pit discharge within the dedicated parks.

A stormwater design report shall be submitted to and approved by the city engineer's office prior to final plat approval. The design of stormwater improvements will be in conformance with the City of Billings *Stormwater Management Manual*.

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The Subdivision may be required to participate in the costs of future area-wide storm drainage improvements, which requirement is hereby acknowledged and included in the Waiver attached hereto.

Owners of lots within Falcon Ridge Estates Subdivision that are located adjacent to dedicated parks designated as storm drainage channels shall be advised that storm drainage facilities, including but not limited to, storm drain piping, manholes, inlets, and swales, may be constructed within the park. Subdivider agrees to construct storm drainage facilities as required as the phased development is constructed. Owners of these lots, including Lots 2, 3, 10, and 11, Block 3; Lots 3, 4, 11, and 12, Block 6; and Lots 3, 4, 11, and 12, Block 7, shall not perform any activities which alter the designed and constructed drainage system.

Storm drain facilities, including those located inside the dedicated park areas in Blocks 3, 6, and 7, will be constructed as required to provide storm drainage to the developed portions of the Subdivision. In general, these park strips have been located along existing drainages and, as such, act as natural drainage paths for runoff. Runoff will be collected by on-grade or sag inlets in Masters Boulevard, Gray Hawk Way, Golden Eagle Way, and Western Bluffs Boulevard and directed via storm drain piping to the retention area located in the park adjacent to the Cove Ditch. Storm drainage facilities within the park areas are expected to include storm drain piping and manholes.

## **VI. UTILITIES**

### **1. Water and Sanitary Sewer**

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 – Distribution and Collection 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 appropriate water and wastewater construction fees and franchise fee in effect shall be submitted with the applications.

It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of

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payment. Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above.

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

It is acknowledged that all fees stated above are subject to the franchise fee in effect at the time of payment.

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, regulations of and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The water distribution system shall be designed to maintain a minimum normal working pressure of 35 psi; minimum pressure under all conditions of flow (e.g., fire flows) shall be 20 psi. Minimum required pressures shall be based on those occurring at ground level at the highest building sites served by the proposed water mains (excluding service line head losses).

Owners of lots within Falcon Ridge Estates Subdivision shall be advised that water distribution system pressure may fall below the generally accepted minimum pressure at home fixtures on some lots within the Subdivision. Assessment and mitigation, if required, of these conditions, including potential installation of booster pumping units on individual homes, shall be the responsibility of the lot owner. Residences requiring individual booster pumps shall, at the expense of the lot owner, install a double check assembly backflow prevention device immediately downstream of the water meter and upstream of the booster pump suction/discharge connections.

2. Power, Telephone, Gas, and Cable Television

All electrical power, telephone, gas, and cable television lines within the public right-of-way shall be installed prior to surface improvements. The location of all such facilities within the public right-of-way shall be subject to approval of the city engineer.

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Yellowstone County

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## **VII. PARKS/OPEN SPACE**

There are platted public parks throughout the Subdivision. Within these parks, active and passive recreational facilities shall be installed by private contract as approved by the City of Billings Public Works Department and Department of Parks, Recreation, and Public Lands. A park maintenance district has been created upon all the lots within this Subdivision for the care and maintenance of the parks. Care and maintenance of vegetated areas within the dedicated storm drainage channels and stormwater storage areas shall be included with said park maintenance district.

The park in Block 5 will be constructed subsequent to, or in conjunction with, development of the final phase of construction of Falcon Ridge Subdivision, First Filing, and Falcon Ridge Estates Subdivision. The Subdivider will establish a dedicated park improvements escrow account into which a proportionate share of the proceeds from the sale of each lot will be transferred to finance future park improvements. The cost to escrow is \$825.92 per unit.

As described in Section V., storm drainage facilities within the park areas will be constructed as required to serve the portions of the Subdivision being developed. The park areas within Blocks 3, 6, and 7 will include concrete pedestrian walkways, nominally four feet wide, which will be constructed at the time that the street fronting the park areas is constructed. These walkways will be constructed by the Subdivider as part of the private contract work for the site.

## **VIII. IRRIGATION**

No irrigation ditch shares or water rights shall transfer to or be used by the subdivided parcels after construction of improvements begins in any phase, except that water or pumping rights may be transferred in conjunction with the maintenance of undeveloped parcels or other amenities requiring irrigation.

## **IX. SOILS/GEOTECHNICAL STUDY**

- A. A geotechnical report has been prepared from actual drilling and field testing by Terracon Consultants, Inc. There are variable soil conditions throughout the Subdivision, and the potential exists for collapsible soils within the Subdivision.
- B. Construction restrictions due to the results of the study may include over excavation and controlled recompaction, placement of granular backfill, or specific structural considerations, depending upon the actual structural loads to be built in a particular location.

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- C. Assessment of a specific lot and mitigation efforts, if any, of these conditions shall be the responsibility of the lot owner. The City may require the owner of a lot to include a lot specific geotechnical investigation report with the building permit submittal.

**X. PHASING OF IMPROVEMENTS**

The Subdivider does not desire to commence development of all the lots within the Subdivision, but does desire to file the approved final plat for Falcon Ridge Estates Subdivision and to sell and convey lots in said Subdivision in phases. In accordance with the foregoing, the Subdivider and the City agree as follows:

- A. The phased improvements shall be constructed and installed utilizing a private contract. The Subdivider shall not be entitled to proceed with a phase of the development until the private contract for the improvements required with respect to such phase is executed and/or the necessary funding guarantees have been provided.
- B. Phasing of lots and construction shall be delineated as follows:

Phase I

Lots 9 through 15, inclusive, Block 1; Lots 1 through 5, inclusive, Block 2; Lot 14, Block 6; and Lots 1 and 14, Block 7; all in Falcon Ridge Estates Subdivision, in the City of Billings, according to the recorded plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (15 lots total).

Phase II

Lots 2 through 5, inclusive, Block 3, all in Falcon Ridge Estates Subdivision, in conjunction with Lot 10, Block 4, Falcon Ridge Subdivision, First Filing, in the City of Billings, according to the recorded plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana (5 lots total).

Phase III

Lots 9 through 11, inclusive, Block 3; and Lots 2 through 4, inclusive, Block 6; all in Falcon Ridge Estates Subdivision, in the City of Billings, according to the recorded plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (6 lots total).



Yellowstone County

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04/14/2006 08:14APhase IV

Lots 11 through 13, inclusive, Block 6; and Lots 2 through 4, inclusive, Block 7; all in Falcon Ridge Estates Subdivision, in the City of Billings, according to the recorded plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (6 lots total).

Phase V

Lots 11 through 13, inclusive, Block 7; and Lots 6 through 8, inclusive, Block 2; all in Falcon Ridge Estates Subdivision, in the City of Billings, according to the recorded plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (6 lots total).

Phase VI

Lots 6 through 8, inclusive, Block 3; and Lots 17 and 18, Block 4; and Lots 4 through 8, inclusive, Block 5; and Lots 5 through 7, inclusive, Block 6; all in Falcon Ridge Estates Subdivision, in the City of Billings, according to the recorded plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (13 lots total).

Phase VII

Lots 9 through 12, inclusive, Block 2; and Lots 9 through 11, inclusive, Block 5; and Lots 8 through 10, inclusive, Block 6; and Lots 5 through 10, inclusive, Block 7; and Lots 1 and 2, Block 8; all in Falcon Ridge Estates Subdivision, in the City of Billings, according to the recorded plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (18 lots total).

- C. The phased improvements will be installed by the Subdivider in the future. The Subdivider agrees not to sell or convey any lots in the Subdivision to be served by the phased improvements, and the Subdivider further acknowledges that no building permits for lots within any phase shall be issued until a private contract has been executed and necessary funding guarantees have been provided for the construction and installation of the complete and final public improvements necessary to serve said lots, including parks and bike trails, and to provide necessary access and traffic circulation for the traffic generated by those lots.

Pursuant to the foregoing Agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said phased lots, substantially in the form of Exhibit A attached hereto, to be recorded concurrently with the recording of this Agreement. Said Declaration 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 B attached hereto has been

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recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit C attached hereto has been executed by the Department of Public Works stating that the above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the Agreement, the City does hereby authorize the Department of Public Works and the Mayor and City Clerk of the City 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.

- D. The Subdivider shall continue, as desired, to utilize the future phases for agricultural purposes until they are developed under the process outlined above.

#### **XI. FINANCIAL GUARANTEES**

- A. Subdivider agrees to provide for any necessary adjustment or alteration of existing improvements in order to install the improvements contemplated by this Agreement, without cost to the City.
- B. Except as otherwise provided, Subdivider shall install and construct said improvements utilizing the mechanics of 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 Public Works Department. No building permits shall be issued until approved security guarantees are in place. Occupancy permits shall be issued only when the improvements are found to be substantially complete.
- C. When the improvements are constructed through private contract, the Subdivider will be held responsible for the care and maintenance of all improvements until completion and final acceptance by the City.

#### **XII. LEGAL PROVISIONS**

- A. Subdivider agrees to guarantee all improvements for a period of one year from the date of final acceptance by the City of Billings by a requirement in the private contract that the contractor must guarantee improvements for a period of one year after final acceptance by the City.



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- 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 shall run with the land 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.
- G. Subdivider agrees to notify the City of Billings Public Works Department of the date and hour construction is anticipated to begin on the required improvements and to keep the City of Billings Public Works Department informed of the progress of construction. If the construction is stopped for any reason other than overnight, holidays, and weekends, the Subdivider agrees to notify the City of Billings Public Works Department of the stoppage. Further, Subdivider agrees to notify the City of Billings Public Works Department not less than four hours before construction is scheduled to resume.
- H. While the improvements are being constructed hereunder, the construction site shall be kept free and clear of all unsightly accumulation of rubbish and debris, and the public shall be protected by the use and maintenance of sufficient and proper barricades, lights, and related construction items as specified in the Manual of Uniform Traffic Control Devices during the course of construction.



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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

"SUBDIVIDER"

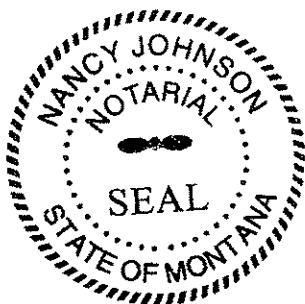
FALCON RIDGE, LLC

By: *Dennis J. Buscher*  
Its: *President*

STATE OF MONTANA     )  
                                      : ss.  
County of Yellowstone    )

On this 6th day of February, 2006, before me, a Notary Public in and for the State of Montana, personally appeared *Dennis J. Buscher*, known to me to be the person who signed the foregoing instrument as *President* of Falcon Ridge, LLC, and who acknowledged to me that said corporation executed the same.

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



*Nancy Johnson*  
Notary Public in and for the State of Montana  
Printed name: NANCY JOHNSON  
Residing at Billings, Montana  
My commission expires: 5 Sep 2008

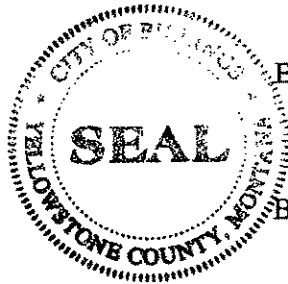


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"CITY"

CITY OF BILLINGS, MONTANA



By: \_\_\_\_\_

Mayor

4/10/06

By: \_\_\_\_\_

City Clerk

STATE OF MONTANA )

: ss.

County of Yellowstone )

On this 10<sup>th</sup> day of April, 2006, before me, a Notary Public in and for the State of Montana, personally appeared Ron Tussing and Marita Herold, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the same on behalf of the City of Billings.

Wynnette J. Maddox

Notary Public in and for the State of Montana

Printed name: Wynnette J. MaddoxResiding at Billings, Montana ShepherdMy commission expires: 9.16.2006



## WAIVER

**FOR VALUABLE CONSIDERATION**, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement districts for street light construction, sidewalks, street light maintenance and energy, driveway approaches, traffic lights and traffic control devices, streets, water lines, sanitary sewer, storm drain (to provide drainage for runoff water within or from outside of the Subdivision), park development and park maintenance, 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 is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their 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 is more particularly described as follows, to-wit:

### **Falcon Ridge Estates Subdivision**

FALCON RIDGE, LLC

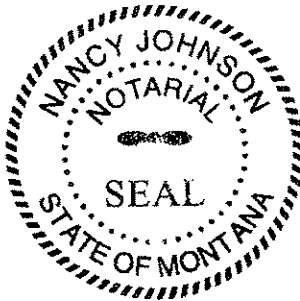
By: *Dennis Buscher*  
Its: *President*



STATE OF MONTANA     )  
                                      : ss.  
County of Yellowstone    )

On this 6th day of February, 2004, before me, a Notary Public in and for the State of Montana, personally appeared Nancy Johnson, known to me to be the person who signed the foregoing instrument as President of Falcon Ridge, LLC, and who acknowledged to me that said corporation executed the same.

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



Nancy Johnson  
Notary Public in and for the State of Montana  
Printed name: NANCY JOHNSON  
Residing at Billings, Montana  
My commission expires: 5 Sep 2008



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Page: 1 of 1  
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Return to:  
Engineering, Inc.  
1300 North Transtech Way  
Billings, MT 59102

## CONSENT TO PLATTING

The undersigned hereby consents to the platting of that portion of the SE1/4 of Section 25, T. 1 N., R. 24 E., P.M.M., Yellowstone County, Montana, described as FALCON RIDGE ESTATES SUBDIVISION, FIRST FILING.

IN WITNESS WHEREOF, the undersigned has caused this consent to be executed and acknowledged. This consent is made pursuant to Section 76-3-612(1), Montana Code Annotated.

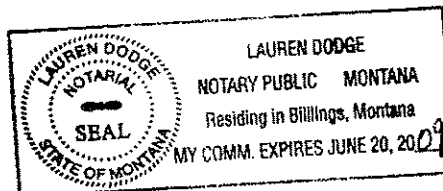
STOCKMAN BANK OF MONTANA

By: Wayne L Nelson  
Title: President - Heights

STATE OF MONTANA     )  
                                      :SS  
County of Yellowstone    )

On this 6 day of February, 2006, before me, a Notary Public in and for the State of Montana, personally appeared Wayne L Nelson, known to me to be the person who signed the forgoing instrument as President - Heights of Stockman Bank of Montana, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Lauren Dodge  
Notary Public in and for the State of Montana  
Printed Name LAUREN DODGE  
Residing at BILLINGS  
My commission expires JUNE 20, 2009



Return To:  
Engineering, Inc.  
1300 North Transtech Way  
Billings MT 59102



Yellowstone County

MC

21.00

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## DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

### FALCON RIDGE SUBDIVISION

THIS DECLARATION is made this 12<sup>th</sup> day of September, 2005, by  
FALCON RIDGE, LLC., hereinafter referred to as "Declarant."

#### WITNESSETH:

**WHEREAS**, the Declarant is the owner of all of the lots in Falcon Ridge Subdivision, situated in the SE $\frac{1}{4}$  of Section 25, T.1N., R.24E., P.M.M., Billings, Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

**WHEREAS**, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated the 12<sup>th</sup> day of Sept., 2005, 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 Restriction.

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

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:



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09/20/2005 01:38P

Yellowstone County

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*Proposed Phases II, III, IV, and V:*

Lots 6 through 9, inclusive, Block 1; Lots 1 through 12, inclusive, Block 2; Lots 4 through 24, inclusive, Block 3; Lots 10 through 18, inclusive, Block 4; Lots 1 through 16, inclusive, Block 5; and Lot 1, Block 6; all in Falcon Ridge Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (57 lots total).

2. It is the express purpose and 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 Falcon Ridge Subdivision in distinct phases as detailed in that certain Subdivision Improvements Agreement, upon providing for the installation and construction of the public improvements 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 6 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 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 the 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.

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

"DECLARANT"

FALCON RIDGE, LLC.

By:

Its:

Dennis J. Buscher  
President

STATE OF MONTANA     )  
                                      : ss  
County of Yellowstone    )

On this 8 day of August, 2005, before me, a Notary Public in and for the State of Montana, personally appeared Dennis J. Buscher, known to me to be the person who signed the foregoing instrument as President of Falcon Ridge, LLC., and who acknowledged to me that said corporation executed the same.

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



Becky J. Young  
Notary Public in and for the State of Montana  
Printed name: Becky J. Young  
Residing at: Billings, Montana  
My commission expires: April 30, 2008

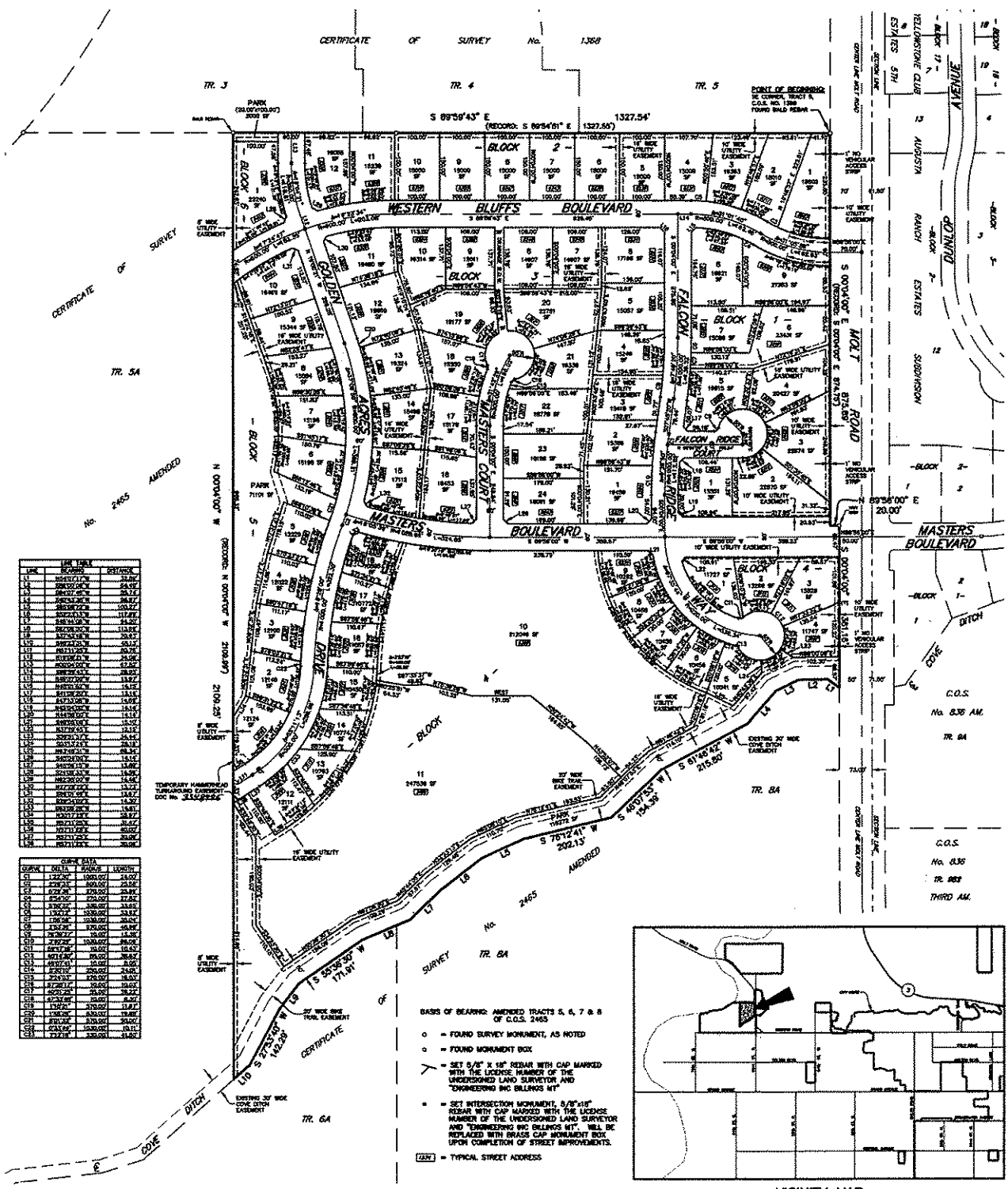
# PLAT OF FALCON RIDGE SUBDIVISION, 1ST FILING

BEING TRACT 7A OF AMENDED TRACTS 5, 6, 7 & 8 OF CERTIFICATE OF SURVEY No. 2465  
SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M.  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : AVIARA, INC.  
PREPARED BY : ENGINEERING, INC.  
SCALE : 1"=100'

DECEMBER, 2004  
BILLINGS, MONTANA

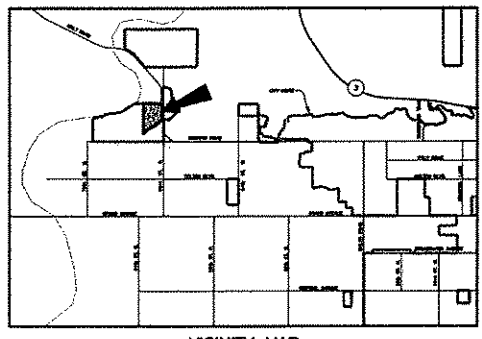
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- BASIS OF BEARING: AMENDED TRACTS 5, 6, 7 & 8 OF C.O.S. No. 2465
- = FOUND SURVEY MONUMENT, AS NOTED
  - = FOUND MONUMENT BOX
  - ✕ = SET 5/8" X 1/2" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "ENGINEERING INC BILLINGS MT"
  - = SET INTERSECTION MONUMENT, 5/8" X 1/2" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "ENGINEERING INC BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.
  - [TYP] = TYPICAL STREET ADDRESS



VICINITY MAP  
NOT TO SCALE



3348992  
1/1/2  
1/27/05

PLAT OF  
**FALCON RIDGE SUBDIVISION, 1ST FILING**  
BEING TRACT 7A OF AMENDED TRACTS 5, 6, 7 & 8 OF CERTIFICATE OF SURVEY No. 2465  
SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M.  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : AVIARA, INC.  
PREPARED BY : ENGINEERING, INC.

DECEMBER, 2004  
BILLINGS, MONTANA

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.

*[Signature]*  
Executive Secretary



CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that the proposed and foregoing plat conforms with Section 70-4-122(1)(a), M.C.A., for the removal of survey restrictions since the plat is made a matter of public record and said plat 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 15th day of December, 2004.

*[Signature]*  
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the proposed 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 existing editions and plats of the City of Billings already plotted as nearly as circumstances will permit.

*[Signature]*  
Examining Land Surveyor Date 12-15-04

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all ad valorem taxes and special assessments have been paid per 70-3-511(1)(a) / 70-3-511(2), M.C.A.

Date 12/14/04  
Yellowstone County Treasurer  
*[Signature]*  
Deputy

CERTIFICATE OF CITY ATTORNEY

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

DATED: August 23, 2005  
Reviewed by: *[Signature]*

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA }  
County of Yellowstone }

We hereby certify that we have examined the proposed and foregoing PLAT OF FALCON RIDGE SUBDIVISION, 1ST 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 15th day of December, 2004.

CITY OF BILLINGS, MONTANA  
By: *[Signature]*  
Mayor  
Attest: *[Signature]*  
City Clerk



SUBDIVISION IMPROVEMENT AGREEMENT

Document No. 3348992

Resolutions on Transfers 3348994  
Encasement - 3348995



CERTIFICATE OF DEDICATION

STATE OF MONTANA }  
County of Yellowstone }

KNOW ALL MEN BY THESE PRESENTS, That FALCON RIDGE, LLC, the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and plotted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the SE1/4 of Section 25, T. 1 N., R. 24 E., P.M.M., Yellowstone County, Montana, said tract being Tract 7A of Amended Tracts 5, 6, 7, & 8 of Certificate of Survey No. 2465, more particularly described as follows, to-wit:

Beginning at a point which is the southwest corner of Tract 5 of Certificate of Survey No. 1352, thence, along the westerly right-of-way line of State Highway No. 302 (East Road) the following courses and distances:  
S 00°04'00" E a distance of 878.00 feet  
S 88°00'00" E a distance of 20.00 feet  
S 00°04'00" E a distance of 391.16 feet  
Thence, leaving said right-of-way line and continuing along the centerline of Cove with the following courses and distances:  
S 54°07'17" W a distance of 32.00 feet  
S 89°00'00" W a distance of 84.40 feet  
S 64°27'46" W a distance of 63.74 feet  
S 40°43'30" W a distance of 98.97 feet  
S 01°45'42" W a distance of 213.00 feet  
S 46°37'53" W a distance of 154.38 feet  
S 70°12'41" W a distance of 202.13 feet  
S 43°00'10" W a distance of 100.27 feet  
S 02°23'13" W a distance of 117.89 feet  
S 43°44'00" W a distance of 94.20 feet  
S 67°00'30" W a distance of 113.98 feet  
S 26°30'30" W a distance of 171.97 feet  
S 37°43'18" W a distance of 70.93 feet  
S 27°33'00" W a distance of 142.20 feet  
S 46°23'21" W a distance of 48.13 feet  
Thence, leaving said centerline and following the westerly line of Tract 5A of Amended Tracts 5, 6, 7, & 8 of Certificate of Survey No. 2465, S 00°04'00" W a distance of 2130.30 feet to the northeast corner of said Tract 5A; thence S 89°59'43" E a distance of 1327.04 feet to the point of beginning.

The plat requirement for this subdivision has been met by a land donation pursuant to Section 70-3-521(3)(c), M.C.A.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and other telephone companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the area designated on this plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as FALCON RIDGE SUBDIVISION, 1ST FILING, and the lands included in all streets, easements, and points as shown on the annexed plat are hereby granted and devoted to the use of the public forever.

FALCON RIDGE, LLC.

By: *[Signature]*  
Title: President  
Attest: *[Signature]*  
Title: Member

STATE OF MONTANA }  
County of Yellowstone }

On this 15th day of December, 2004, before me the undersigned Notary Public for the State of Montana, personally appeared *[Signature]* and *[Signature]*, known to me to be the persons who signed the foregoing instrument as *[Signature]* and *[Signature]* of FALCON RIDGE, LLC, and acknowledged to me that said corporation executed the same, Whence my hand and seal the day and year herein above written.

*[Signature]*  
Notary Public for the State of Montana  
Printed Name: *[Name]*  
Residing at: *[Address]*  
My commission expires April 10, 2008



CONSENT TO PLATING

The undersigned hereby consents to the plotting of the tract of land herein described and included in a mortgage to the undersigned, and hereby releases and reconveys from said mortgage all portions of the tract dedicated to the public.

IN WITNESS WHEREOF, the undersigned has caused this consent and release to be executed and acknowledged. This consent is made pursuant to Section 70-3-512(1), M.C.A.

STOCKMAN BANK OF MONTANA

By: *[Signature]*  
Title: Assistant Manager

STATE OF MONTANA }  
County of Yellowstone }

On this 15th day of December, 2004, before me, a Notary Public for the State of Montana, personally appeared *[Signature]* and *[Signature]*, known to me to be the persons who signed the foregoing instrument as *[Signature]* and *[Signature]* of STOCKMAN BANK OF MONTANA, and acknowledged to me that said corporation executed the same, Whence my hand and seal the day and year herein above written.

*[Signature]*  
Notary Public for the State of Montana  
Printed Name: *[Name]*  
Residing at: *[Address]*  
My commission expires April 10, 2008



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 December, 2004, a survey was performed under the supervision of a tract of land to be known as FALCON RIDGE SUBDIVISION, 1ST FILING, in accordance with the request of the owner thereof and in accordance 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 manner the practice shown thereon and that the gross area is 48.7227 acres and the net area is 36.0083 acres.

ENGINEERING, INC.  
By: *[Signature]*  
Montana Registration No. 2327-S



Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this 15th day of December, 2004.

*[Signature]*  
Notary Public in and for the State of Montana  
Printed Name: *[Name]*  
Residing at: *[Address]*  
My commission expires May 1, 2007





# Yellowstone County, Montana

## Property Tax Detail For A33129



**TaxCode: A33129**

**Owner Listed On Last Tax Statement**

**Last Updated: May 27, 2024**

**Primary Owner:** PETRISKO, JOHN H & TIVA

**Owner as of May 27, 2024**

**Primary Owner  
Name:** PETRISKO, JOHN H & TIVA

**2024 Mailing Address**

**Mailing Address:** PETRISKO, JOHN H & TIVA  
6227 WESTERN BLUFFS BLVD  
BILLINGS, MT 59106-2228

**Property Information**

**Property Address:** 6227 WESTERN BLUFFS BLVD  
**Township:** 01 N **Range:** 24 E **Section:** 25  
**Subdivision:** FALCON RIDGE ESTATES SUB 1ST FIL **Block:** 2 **Lot:** 3  
**Full Legal:** FALCON RIDGE ESTATES SUB 1ST FIL, S25, T01 N, R24 E, BLOCK  
2, Lot 3, (07) 13201 SQ FT  
**GeoCode:** 03-1031-25-4-21-06-0000

**Levy District: 2 - BILLINGS (661.07 Mills)**

### **2023 Assessed Value Summary**

Assessed Land Value =	\$92,543.00
Assessed Building(s) Value =	\$721,257.00
Personal Property Value =	\$0.00
Total Assessed Value =	\$813,800.00

### **Assessed Value Detail Tax Year: 2023**

<b>Description</b>	<b>Tax Rate</b>	<b>Amount</b>
Residential City/Town Lots	1.35%	\$92,543.00
Improvements on Residential City/Town Lots	1.35%	\$721,257.00
		Total: \$813,800.00

**SID Payoff Information**

**City of Billings SID**

Contact the City of Billings for SID pay off information

**Rural SID**

**NONE**

**Property Tax Billing History**

<b>Year</b>	<b>1st Half</b>		<b>2nd Half</b>		<b>Total</b>
<a href="#"><u>2023</u></a>	3,959.15	P	3,959.15	P	7,918.30
<a href="#"><u>2023</u></a>	0.00		190.06	P	190.06
<a href="#"><u>2022</u></a>	3,558.81	P	3,558.80	P	7,117.61
<a href="#"><u>2021</u></a>	3,438.94	P	3,438.92	P	6,877.86
<a href="#"><u>2020</u></a>	3,484.30	P	3,484.30	P	6,968.60
<a href="#"><u>2019</u></a>	3,323.55	P	3,323.54	P	6,647.09
<a href="#"><u>2018</u></a>	3,341.75	P	3,341.74	P	6,683.49
<a href="#"><u>2017</u></a>	3,206.80	P	3,206.78	P	6,413.58
<a href="#"><u>2016</u></a>	3,087.44	P	3,087.44	P	6,174.88
<a href="#"><u>2015</u></a>	2,934.66	P	2,934.65	P	5,869.31
<a href="#"><u>2014</u></a>	2,844.20	P	2,844.19	P	5,688.39
<a href="#"><u>2013</u></a>	2,814.66	P	2,814.64	P	5,629.30
<a href="#"><u>2012</u></a>	2,798.42	P	2,798.41	P	5,596.83
<a href="#"><u>2011</u></a>	2,810.44	P	2,810.43	P	5,620.87
<a href="#"><u>2010</u></a>	2,901.78	P	2,901.78	P	5,803.56
<a href="#"><u>2009</u></a>	2,923.55	P	2,923.52	P	5,847.07
<a href="#"><u>2008</u></a>	2,954.04	P	2,954.02	P	5,908.06
<a href="#"><u>2007</u></a>	2,994.62	P	2,994.60	P	5,989.22
<a href="#"><u>2006</u></a>	307.01	P	307.00	P	614.01

(P) indicates paid taxes.

**Jurisdictional Information**

**Commissioner:** [District - 3](#)  
[Donald W. Jones](#)  
[\(R\)](#)  
1945 Clark Ave  
Billings,  
MT 59102  
256-2701 -  
Work  
406-690-1434 -

**Senate:** [District - 26](#)  
[Chris Friedel \(R\)](#)  
3302 2nd Ave.  
N  
Billings,  
MT 59101  
406-272-2245 -  
Work

**House:** [District - 52](#)  
[Sherry Essmann](#)  
[\(R\)](#)  
PO BOX 80945  
Billings,  
MT 59108  
(406) 876-0490  
- Home

Home

Ward: [4 - \(BILLINGS\)](#)

[Scott Aspenlieder](#)

3636 Colin

Drive

Billings,

MT 59102

406-461-8392 -

Work

406-461-8392 -

Home

[Daniel Tidswell](#)

PO Box 22445

Billings,

MT 59104

4066904534 -

Work

Precinct: [50](#)

**High  
School:** West

**Middle  
School:** Ben Steele

**Elementary  
School:** Boulder

**Zoning:** N3-Suburban Neighborhood

[Click Here to view Billings Regulations](#)

[Click Here to view Laurel Regulations](#)

[Click Here to view Broadview Regulations](#)

[Click Here to view Yellowstone County Regulations](#)

**SD 2 Trustee**  
**District #6:** [List of Trustees](#)

**Clerk & Recorder Documents For Tax Code:**

Recording #	Document type	Recorded Date	Document Date	Book	Page
4001231	Quit Claim Deed	12/15/2021	12/10/2021		
3855796	Warranty Deed	7/26/2018	7/26/2018		
			10/20/2006	0033	97499
			10/20/2006	0033	97500
			4/14/2006	SP33	73729
			9/20/2005	SP33	48992

**Orion Detail**

**Owner Information**

**Primary  
Owner:** PETRISKO, JOHN H & TIVA

**Tax Code:** A33129

**GeoCode:** 03-1031-25-4-21-06-0000

**Property Address:** 6227 WESTERN BLUFFS BLVD BILLINGS 59106

**Legal Description:** FALCON RIDGE ESTATES SUB 1ST FIL, S25, T01 N, R24 E, BLOCK 2, Lot 3, (07) 13201 SQ FT

**Property Type:** IMP\_U - Improved Property - Urban

**Site Information - [View Codes](#)**

**Levy District:** 03-0965-2      **Location:**  
**Neighborhood Code:** 203.700.7      **Fronting:**  
**Parking type:**      **Parking Prox:**  
**Utilities:**      **Access:**  
**Lot Size:** 13201 Sq. Ft.      **Topography:**

**Residential Building**

**Type:** SFR      **Index:** 0.93  
**Year Built:** 2006      **ECF:** 1.05  
**Year Remodeled:**      **Degree Remodeled:**  
**Effective Year:**      **Utility:** Very Good (9)  
**Style:** 08 - Conventional      **Exterior:** 1 - Frame - 3 - Masonite  
**Story Height:** 2.0      **Condition:** Very Good (9)  
**Roof Type:** 3 - Gable      **Roof Material:** 10 - Asphalt Shingle  
**Foundation:** 2 - Concrete      **Basement:** 3 - Full  
**Central/AC:** 3 - Gas      **Grade-Factor:** 7-1.57  
**Percent Complete:** 100%      **CDU:**

**Bedrooms:** 5      **Full Baths:** 3  
**Family Rooms:**      **Half Baths:** 1      **Addl Fixtr:** 8  
**1st Floor:** 2461      **2nd Floor:** 1014  
**Additional Area:** 0      **Bsmt Fnsh:** 2215  
**Basement:** 2461      **Heated Flr:**  
**Half Floor:** 0      **Daylight Basement:** N  
**Attic:** 0      **Built-in Garage:** 3  
**Attic Type:** 0 - None      **Masonry F/P:**  
**Total:** \* 5936      **F/P Stacks:**  
**Pre Fab F/P:** 3

\* includes finished, unfinished & attic footprint area(s).

**Residential Building Additions**

<b>Addition Code</b>	<b>Area(Sq Ft)</b>
19 - Garage, Frame, Finished	1014
11 - Porch, Frame, Open	394
11 - Porch, Frame, Open	160

**Other Building and Yard Improvements**

<b>Code - Type</b>	<b>Quantity</b>	<b>Area/Unit</b>	<b>Classcode</b>
RPA2 - Concrete	1	1200	3501
RPA2 - Concrete	1	300	3501

**GENERAL TAX DETAIL**

<b>Levy Description</b>	<b>1st Half</b>	<b>2nd Half</b>	<b>Total</b>
<b>CITY</b>			
BILLINGS-GEN OBLIGATION BALLPARK	\$15.38	\$15.38	\$30.76
BILLINGS-GEN OBLIGATION LIBRARY	\$13.90	\$13.90	\$27.80
BILLINGS-GEN OBLIGATION STREETS	\$7.36	\$7.36	\$14.72
BILLINGS-GENERAL	\$401.54	\$401.54	\$803.08
BILLINGS-LIBRARY	\$23.45	\$23.45	\$46.90
BILLINGS-PUBLIC SAFETY 1998	\$109.86	\$109.86	\$219.72
BILLINGS-PUBLIC SAFETY 2020	\$329.58	\$329.58	\$659.16
BILLINGS-PUBLIC SAFETY 2021	\$186.76	\$186.76	\$373.52
BILLINGS-TRANSIT	\$46.86	\$46.86	\$93.72
<b>CITY TOTALS:</b>	<b>\$1,134.69</b>	<b>\$1,134.69</b>	<b>\$2,269.38</b>
<b>COUNTY</b>			
BRIDGE	\$19.12	\$19.12	\$38.24
COUNTY PLANNING	\$6.65	\$6.65	\$13.30
EXTENSION SERVICE	\$3.90	\$3.90	\$7.80
GENERAL FUND	\$181.65	\$181.65	\$363.30
LIABILITY & PROPERTY INSURANCE	\$11.54	\$11.54	\$23.08
MENTAL HEALTH	\$4.94	\$4.94	\$9.88
METRA (CIVIC CENTER)&COUNTY FAIR	\$44.16	\$44.16	\$88.32
MUSEUM	\$9.72	\$9.72	\$19.44
PERMISSIVE MEDICAL LEVY	\$51.85	\$51.85	\$103.70
PUBLIC HEALTH	\$36.42	\$36.42	\$72.84
PUBLIC SAFETY - MENTAL HEALTH	\$16.37	\$16.37	\$32.74



PUBLIC SAFETY - SHERIFF	\$143.81	\$143.81	\$287.62
PUBLIC SAFETY- COUNTY ATTORNEY	\$61.25	\$61.25	\$122.50
SENIOR CITIZENS-ELDERLY ACTIVITIES	\$20.93	\$20.93	\$41.86
WEED CONTROL	\$4.28	\$4.28	\$8.56
<b>COUNTY TOTALS:</b>	<b>\$616.59</b>	<b>\$616.59</b>	<b>\$1,233.18</b>
<b>OTHER</b>			
BIG SKY ECONOMIC DEVELOPMENT AUTHORITY	\$16.53	\$16.53	\$33.06
<b>OTHER TOTALS:</b>	<b>\$16.53</b>	<b>\$16.53</b>	<b>\$33.06</b>
<b>SCHOOL</b>			
ELEM & HIGH SCH TRANSPORTATION	\$13.46	\$13.46	\$26.92
ELEMENTARY RETIREMENT	\$126.23	\$126.23	\$252.46
HIGH SCHOOL RETIREMENT	\$71.96	\$71.96	\$143.92
SD #2 (BILLINGS) - ELEM ADULT EDUCATION	\$10.93	\$10.93	\$21.86
SD #2 (BILLINGS) - ELEM BUILDING RESERVE	\$10.99	\$10.99	\$21.98
SD #2 (BILLINGS) - ELEM DEBT SERVICE	\$184.07	\$184.07	\$368.14
SD #2 (BILLINGS) - ELEM GENERAL	\$465.48	\$465.48	\$930.96
SD #2 (BILLINGS) - ELEM TECHNOLOGY	\$22.52	\$22.52	\$45.04
SD #2 (BILLINGS) - ELEM TRANSPORTATION	\$99.92	\$99.92	\$199.84
SD #2 (BILLINGS) - ELEM TUITION	\$77.95	\$77.95	\$155.90
SD #2 (BILLINGS) - HS ADULT EDUCATION	\$16.86	\$16.86	\$33.72
SD #2 (BILLINGS) - HS BUILDING RESERVE	\$5.05	\$5.05	\$10.10
SD #2 (BILLINGS) - HS DEBT SERVICE	\$6.04	\$6.04	\$12.08
SD #2 (BILLINGS) - HS GENERAL	\$207.69	\$207.69	\$415.38
SD #2 (BILLINGS) - HS TECHNOLOGY	\$16.53	\$16.53	\$33.06
SD #2 (BILLINGS) - HS TRANSPORTATION	\$37.41	\$37.41	\$74.82
SD #2 (BILLINGS) - HS TUITION	\$22.36	\$22.36	\$44.72
<b>SCHOOL TOTALS:</b>	<b>\$1,395.45</b>	<b>\$1,395.45</b>	<b>\$2,790.90</b>
<b>STATE</b>			
ACCREDITED HIGH SCHOOL	\$98.87	\$98.87	\$197.74
GENERAL SCHOOL	\$148.31	\$148.31	\$296.62

STATE EQUALIZATION AID	\$180.72	\$180.72	\$361.44
UNIVERSITY MILLAGE	\$32.96	\$32.96	\$65.92
VOCATIONAL-TECHNICAL SCHOOLS	\$7.14	\$7.14	\$14.28
<b>STATE TOTALS:</b>	<b>\$468.00</b>	<b>\$468.00</b>	<b>\$936.00</b>

<b>TOTAL GENERAL TAXES</b>	<b>\$3,631.26</b>	<b>\$3,631.26</b>	<b>\$7,262.52</b>
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\* = Voted Levy to impose a New Mill Levy

\*\* = Voted Levy Increase to a Levy Submitted to Electors

\*\*\* = Voted Levy to Exceed Levy Limit (MCA 15-10-420)

#### SPECIAL ASSESSMENTS

Description	1st Half	2nd Half	Total
4033 BLGS PARK MAINT	\$150.41	\$150.41	\$300.82
BLSW BILLINGS STORM SEWER	\$40.57	\$40.57	\$81.14
BS#2 BLGS STREET MAINT #2	\$134.88	\$134.88	\$269.76
ELEM GENERAL ADD'L MILLS	\$0.00	\$65.91	\$65.91
HS GENERAL ADD'L MILLS	\$0.00	\$43.95	\$43.95
SOIL SOIL CONSERVATION	\$2.03	\$2.03	\$4.06
STATE EQUAL ADD'L MILLS	\$0.00	\$78.00	\$78.00
VO-TECH EQUAL ADD'L MILLS	\$0.00	\$2.20	\$2.20
<b>TOTAL SPECIAL ASSESSMENTS</b>	<b>\$327.89</b>	<b>\$517.95</b>	<b>\$845.84</b>

General Taxes	District	Mill Levy	1st Half	2nd Half
BILLINGS	2	661.07	3,631.26	3,631.26

<b>TOTAL TAXES DUE CURRENT YEAR:</b>	<b>\$8,108.36</b>
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This property may qualify for a Property Tax Assistance Program. This may include: Intangible Land Value Assistance, Property Tax Assistance, Disabled or Deceased Veteran's Residential Exemption, and/or Elderly Homeowner's Tax Credit. Contact the Department of Revenue at (406)896-4000 for further information.

This Information is current as of 6/26/2024 8:28:26 AM