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Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
TRAILS WEST SUBDIVISION, FIRST FILING
CITY OF BILLINGS
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SUBDIVISION IMPROVEMENTS AGREEMENT

TRAILS WEST SUBDIVISION, FIRST FILING

THIS AGREEMENT is made and entered into this 28th day of June, 2010, by and between TRAILS WEST DEVELOPMENT, LLC, whose address for the purpose of this agreement is 100 Emerald Drive; Billings, Montana 59105, hereinafter referred to as "Subdivider," and the CITY OF BILLINGS, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the preliminary plat of Trails West Subdivision, First Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

WHEREAS, at a meeting held on the 23rd day of June, 2009, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as the Trails West Subdivision, First Filing, and

WHEREAS, at a regular meeting held on the 13th day of July, 2009, the City Council approved, subject to certain conditions, a preliminary plat of Trails West Subdivision, First Filing, 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 the plat of Trails West Subdivision, First Filing, upon 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,



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regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

Subdivider requests no variances.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that this subdivision could contain wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to this area could be found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owners.

B. Lot owners should be aware that a geotechnical investigation and report was completed on August 11, 2008, for the property which identified the following recommendations for individual lots prior to house construction.

1. For structures with foundations constructed within five feet of natural grade, prior to building permit approval, written verification from a geotechnical engineer shall be obtained that foundation preparation and fill material are in compliance with Section 5.3 and Appendix B of the report. Foundations within 3.5 feet of original grade require over excavation by two feet in width and depth plus installation of geo-grid fabric. The new fill requires compaction to 98 percent.

2. For structures with foundations constructed deeper than five feet of natural grade, prior to building permit approval, an engineered design will be required for a deep foundation system

A copy of the entire geotechnical report is available for review at the City Building and/or Planning Division offices.

C. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is



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expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights, and do so voluntarily.

- D. Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities and any issue arising therefrom is the responsibility of the lot owners.
- E. Lot owners should be aware that the installation of an E-one grinder pump will be required at each home at time of lot development. Lot owners should be aware that there is the possibility of periodic maintenance and replacement of the grinder pumps.

III. TRANSPORTATION

A. Streets

1. Blackberry Way, Shooting Star Trail, Arrowleaf Trail, Red Berry Trail, Flax Trail, and Wilderness Drive shall be 34 feet back of curb to back of curb. These internal access roads shall be built on a phased basis to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, city subdivision regulations, and Uniform Building Code.
2. According to the *Billings Urban Area 2005 Transportation Plan*, Grand Avenue is classified as a principal arterial. The Subdivider and City agree that the development of said subdivision would trigger improvements to the south half of the Grand Avenue right-of-way. These improvements shall include curb and gutter, 5-foot wide boulevard sidewalk, and asphalt and base course for the difference between the existing half-street width of Grand Avenue (a residential half width). The City and Subdivider agree that no improvements to Grand Avenue shall be constructed at this time. Because improvements will not be constructed, lot owners agree to give a cash-in-lieu contribution for improvements on a phased basis based on a cost estimate submitted to the City prior to final plat approval. City and Subdivider agree that quantities on said



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estimate shall remain consistent through all phase, but unit prices on said cost estimate shall be updated prior to the cash-in-lieu payment for each phase.

The contributions for Phase I, Phase II, Phase III, and Phase IV shall be made when development is initiated for each phase. No building permits or private contract permits will be issued for a given phase until Subdivider has made the cash contribution to the City for that phase.

3. City and Subdivider agree that an auxiliary westbound, left-turn lane at the Wilderness Drive intersection on Grand Avenue will be constructed as part of Trails West Subdivision, First Filing Phase III Improvements. Said turn lane shall be reviewed and approved by the City of Billings.
4. City and Subdivider agree that structures located within the Blackberry Trail right-of-way will be removed prior to construction of First Phase improvements.

B. Sidewalks

City and Subdivider agree that developer will install handicap accessibility ramps at time of private contract construction. However, no sidewalks will be installed by the developer as part of construction improvements. Boulevard sidewalks will be installed on Grand Avenue when the City improves the streets. Said boulevard sidewalks will be guaranteed as stated in Section III (A)(2).

Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot wide boulevard sidewalks.

C. Street Lighting

Construction or installation of street lights shall not be required at this time; provided, however, that in the contract for the street improvements required hereunder, the Subdivider shall include conduits at street crossings at the time of street and sidewalk construction to accommodate the future wiring of street lights for the development. If street lights are installed, a street light maintenance district will be formed for the entire subdivision to accommodate maintenance of the street lights. Street lights and the associated maintenance district shall be included in the



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Declaration of Covenants, Conditions, Restrictions, and Reciprocal Easements for the subdivision.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

All off-site contributions and improvements shall be paid as required by the Traffic Impact Study (TIS) before final plat approval.

E. Access

1. One access will be provided for the subdivision from Grand Avenue. Location of this access shall be subject to review and approval by the City Engineering office.
2. Subdivider and City agree that a temporary 20-foot wide gravel emergency access will be provided between Lots 3 and 4, Block 1 as part of Phase I improvements. Subdivider and City agree that a temporary 20-foot wide gravel emergency access to 56th Street West will be constructed as part of Phase III improvements. All specifications for the emergency access road improvements will be approved by the City of Billings fire department and City engineering prior to final approval.
3. A public pedestrian trail will be provided along the west boundary of the subdivision. In addition, one access will be provided to the school district property that is northeast of the site. City and Subdivider agree that the trail will be built to City trail standards but will be privately owned and maintained by a homeowners' association set up for the property. A pedestrian access will be provided to the trail from Blackberry Way.

F. Off-Site Intersections

City and Subdivider agree that Subdivider will make cash contributions to improvements at the following intersections:

56th Street West and Grand Avenue
 54th Street West and Grand Avenue
 56th Street West and Central Avenue

The amount and timing of these contributions shall be as outlined below. These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed and the timing and extent of the improvements shall be at the City's sole discretion.

The amount of the contributions for the 56th Street West/Grand Avenue and 54th Street West/Grand Avenue intersections shall be as follows:

	54 th St. W./Grand Ave.	56 th St. W./Grand Ave.
Phase I	\$4,612.90	\$2,935.49
Phase II	\$2,838.71	\$1,806.45
Phase III	\$2,483.87	\$1,580.65
Phase IV	\$3,016.13	\$1,919.35
Lot 1, Block 8	\$42,048.39	\$26,758.06

The contributions for Phase I, Phase II, Phase III, and Phase IV shall be made when development is initiated for each phase. No building permits or private contract permits will be issued for a given phase until Subdivider has made the cash contribution to the City for that phase.

It is anticipated that Lot 1, Block 8 will be developed in phases and/or separate subdivision filings. The total cash contribution attributable to Lot 1, Block 8 shall be as stated above; however, the contribution may be apportioned over the various phases based on the amount of traffic each is expected to generate. No building permits or private contract permits shall be issued for Lot 1, Block 8 until payment has been made for the phase being developed at that time.

City and Subdivider further agree that Trails West Subdivision will have impacts on the intersection of 56th Street West and Central Avenue. No cash contribution toward improvements at that intersection shall be required at this time. At the time of any further subdivision of Lot 1,



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Block 8, and/or prior to any development being initiated on that lot, the traffic study shall be updated to reflect total traffic volumes expected to use the intersection of 56th Street West and Central Avenue, and the amount and timing of a cash contribution towards intersection improvements at 56th Street West and Central Avenue shall be determined at that time.

G. Heritage Trail Plan

The Heritage Trail Non-Motorized Trail System Plan identifies Grand Avenue, adjacent to the site, as an arterial bikeway. A public pedestrian trail that will be maintained by the homeowners association set up for the property is being built as part of the improvements to the subdivision; therefore, City and Subdivider agree that trail requirements are being met for the subdivision.

H. Public Transit

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

I. Birely Drain

City and Subdivider agree the Birely Drain Board will need to approve the dedication of the Birely Drain property to the City of Billings, approve the multi-use path within the property dedication, and approve any stormwater discharge to their facility prior to final plat approval.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from one location on Grand Avenue. City and Subdivider agree that a temporary 20-foot wide gravel access will be provided from Grand Avenue as part of Phase I development. City and Subdivider agree that a temporary 20-foot wide gravel access will be provided from 56th Street West and the Phase I emergency access will be abandoned as part of Phase III development. Said 20-foot wide gravel access roads shall meet the requirements of the City of Billings Fire Department. A cross-sectional design of each of the roads including location, section, surfacing, and drainage and design of gates, barriers, and signage shall be submitted to and approved by the Fire Department and Engineering Department prior to construction.



V. STORM DRAINAGE

All storm drainage improvements shall comply with the provisions of Section 23-407, BMCC, and shall be in accordance with the recommendations of an approved storm drain study to be submitted to the City of Billings Engineering department by the Subdivider. Because the City of Billings storm drain system is not available in the area of the subdivision, stormwater will be handled on site through surface flow on the streets, inlets, and piping.

This development will be responsible for the storage of its own stormwater. It is proposed that the development utilize a temporary detention pond on Lot 1, Block 8 for the storage of its stormwater for development of Trails West Subdivision, First Filing. The stormwater detention pond will be located south of Trails West Subdivision, First Filing, and will be temporary in nature.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings.

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/to water mains and sanitary sewers to the Public Works Department, Distribution and Collection Division. The extension/connection of/to water mains and sanitary sewers are 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 developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees and franchise fee in effect at the time new water and/or sanitary sewer service connections are made.

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



A. Water

It is anticipated that the existing water main stub at the 58th Street West - Grand Avenue intersection will be extended as a 20-inch main to the primary entrance to the subdivision on Grand Avenue. The Subdivider would enter into a reimbursement agreement with the City of Billings for the cost of this main.

Service to the subdivision will be provided at entrance to the subdivision on Grand Avenue. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution and Collection Division.

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

B. Sanitary Sewer

It is anticipated that the existing sewer main stub at the 58th Street West - Grand Avenue intersection will be extended as an 18-inch main to the primary entrance to the subdivision on Grand Avenue. The Subdivider would enter into a reimbursement agreement with the City of Billings for the cost of this main.

Service to the subdivision will be provided at the entrance to the subdivision on Grand Avenue. City and Subdivider agree that sanitary sewer service to the First Filing of the subdivision will be provided through low-pressure sanitary sewer mains. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate low-pressure sanitary sewer service and each lot will need to use an E-one grinder pump. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution and Collection Division.



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

C. Power, Telephone, Gas, and Cable Television

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

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Code Annotated covers the park dedication requirement. Additionally, Section 23-1002.B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The Subdivider and City agree that this parkland dedication will be met through a cash-in-lieu payment to the development of Cottonwood Park. City and Subdivider agree the cash payment in lieu of parkland dedication for the first phase shall be made prior to final plat approval. Second, third, and fourth phase cash payment in lieu of parkland dedication shall be paid prior to each subsequent phase of development. An additional, updated comparative market analysis shall be used to determine the parkland dedication amount in accordance with Section 23-1006, BMCC, prior to the second, third, and fourth phase cash payments. In addition, the City of Billings Parks and Recreation Department shall be signatory to the release document for the Declaration of Restrictions on Conveyances and Transfers prior to Phase II, Phase III, and Phase IV development.

A private park will be dedicated along Grand Avenue for the benefit of the residents of the subdivision. City and Subdivider agree that the homeowners' association set up for the property will maintain the private park.

The private parks on the property and the 5-foot wide multi-use trail within the public right-of-way along the Birely Drain, will be maintained by the homeowners' association established for this property. These parks will be landscaped according to the covenants set up for the property. City and Subdivider agree that the 5-foot multi-use path along the Birely Drain will be built to City of Billings standards.



VIII. SOILS/GEOTECHNICAL STUDY

The Subdivider has performed a preliminary geotechnical analysis for this property. This geotechnical analysis will include all items as shown in Appendix F(6) in the City of Billings subdivision regulations.

Recommendations from the report include:

1. Approximately 6 inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.
2. Site and lot grading can be accomplished using conventional earthmoving equipment.
3. Fill should be placed and compacted to a minimum of 95 percent relative compaction in accordance with the ASTM D698 compaction test method.
4. If trenches are extended deeper than 5 feet or are allowed to dry out, the excavations may become unstable and should be evaluated to verify the stability prior to occupation by construction personnel.
5. Street subgrade outside of utility trenches should be placed at 95 percent of ASTM D698 and utility trench backfill should be placed at 97 percent of ASTM D698.
6. The street section for the property shall include 3 inches of asphaltic concrete over a 10-inch base course.
7. The potential for sulfate attack from existing soils appears to be negligible and conventional Type II cement may be used according to Table 1904.3 of the 2000 International Building Code.
8. For home construction, over-excavation will likely be required. It is recommended that a more comprehensive geotechnical study be completed prior to installing foundations so lot-specific site conditions can be determined.

IX. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract 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



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improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineering Department and Public Works Department, Distribution and Collection Division.

X. PHASING OF IMPROVEMENTS

The Subdivider does not desire to commence development of all lots within the subdivision, but does desire to file the approved final plat of Trails West Subdivision, First Filing, 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. Phase I

The Phase I improvements shall be constructed utilizing a private contract. The Phase I improvements shall include construction of those portions of Blackberry Way, Shooting Star Trail, and Wilderness Drive adjacent to the Phase I lots, including all necessary utilities within said streets. Phase I construction will also include construction of the portion of the private trail adjacent to Phase I development. In addition, the 20-foot wide temporary gravel emergency access between Lots 3 and 4 will be built with Block 1 development.

The Subdivider and City agree that the Subdivider will construct or provide monetary guarantee as outlined herein for Phase I improvements prior to final plat approval. The Phase I improvements referred to herein shall be installed using a private contract which shall be secured as a letter of credit or a letter of commitment to lend funds from a commercial lender. The letter of credit or letter of commitment to lend funds shall be in place prior to recording the final plat or commencement of the private contract. As used herein, the lots to be served by Phase I are more particularly described as follows:

Lots 1 through 9, inclusive, Block 1; Lots 1 through 5, inclusive, Block 2; Lots 1 through 8, inclusive, Block 3; Lots 1 through 4 inclusive, Block 4; all in Trails West Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (26 lots total).



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B. Phase II

The Phase II improvements shall include construction of those portions of Blackberry Way, Arrowleaf Trail, and Wilderness Drive, including all necessary utilities within said streets. Phase II construction will also include construction of the portion of the private trail adjacent to Phase II development. The parkland cash-in-lieu payment for the net lot area in Phase II shall also be made in accordance with 23-1006, BMCC, prior to the release of Phase II.

The Subdivider will install the Phase II improvements in the future. The Subdivider agrees not to sell or convey any lots in the subdivision to be served by the Phase II improvements, and the Subdivider further acknowledges that no building permits for lots within Phase II shall be issued until a private contract has been executed for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said Phase II are more particularly described as follows:

Lots 10 through 13, inclusive, Block 1; Lots 6 through 9, inclusive, Block 2; Lots 5 through 8, inclusive, Block 4; Lots 1 through 4, inclusive, Block 5; all in Trails West Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (16 lots total).

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said Phase II (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 A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B 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, 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.



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C. **Phase III**

The Phase III improvements shall include construction of those portions of Blackberry Way, Red Berry Trail, and Wilderness Drive, including all necessary utilities within said streets. In addition, the 20-foot wide gravel emergency access to 56th Street West along Mountain Front Trail will be constructed with Phase III development. Phase III construction will also include construction of the portion of the private trail adjacent to Phase III development. The parkland cash-in-lieu payment for the net lot area in Phase III shall also be made in accordance with 23-1006, BMCC, prior to the release of Phase III.

The Subdivider will install the Phase III improvements in the future. The Subdivider agrees not to sell or convey any lots in the subdivision to be served by the Phase III improvements, and the Subdivider further acknowledges that no building permits for lots within Phase III shall be issued until a private contract has been executed for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said Phase III are more particularly described as follows:

Lots 14 through 16, inclusive, Block 1; Lots 10 through 12, inclusive, Block 2; Lots 5 through 8, inclusive, Block 5; Lots 1 through 4, inclusive, Block 6; all in Trails West Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (14 lots total).

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said Phase III (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 A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B 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, 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. Phase IV

The Phase IV improvements shall include construction of those portions of Blackberry Way, Flax Trail, and Wilderness Drive, including all necessary utilities within said streets. Phase IV construction will also include construction of the portion of the private trail adjacent to Phase IV development. The parkland cash-in-lieu payment for the net lot area in Phase IV shall also be made in accordance with 23-1006, BMCC, prior to the release of Phase IV.

The Subdivider will install the Phase IV improvements in the future. The Subdivider agrees not to sell or convey any lots in the subdivision to be served by the Phase IV improvements, and the Subdivider further acknowledges that no building permits for lots within Phase IV shall be issued until a private contract has been executed for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said Phase IV are more particularly described as follows:

Lots 17 through 20, inclusive, Block 1; Lots 13 through 17, inclusive, Block 2; Lots 5 through 8, inclusive, Block 6; Lots 1 through 4, inclusive, Block 7; all in Trails West Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (17 lots total).

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said Phase IV (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 A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B 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, Mayor, and City Clerk of the



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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.

XI. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.
- C. The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement or to give any notice required herein, then the prevailing party 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.



WAIVER OF RIGHTS TO PROTEST

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

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

The real property hereinabove mentioned is more particularly described as follows:

Trails West Subdivision, First Filing

"SUBDIVIDER"

TRAILS WEST DEVELOPMENT, LLC

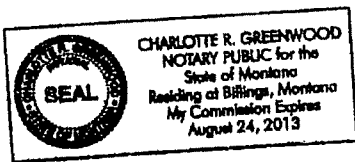
By: *Michael D. Arch*

Its: *Mgr. Member*

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 7th day of May, 2010, before me, a Notary Public in and for the State of Montana, personally appeared Michael D. Arch, known to me to be the person who signed the foregoing instrument as the Managing Member of TRAILS WEST DEVELOPMENT, LLC, and who acknowledged to me that said company executed the same.

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



Charlotte R. Greenwood
Notary Public for the State of Montana
Printed name: _____
Residing in Billings, Montana
My commission expires: _____



3556258
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07/20/2010 11:32A

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

**EXHIBIT A
RELEASE**

TRAILS WEST SUBDIVISION, FIRST FILING

THIS RELEASE is made this ____ day of _____, 20____, by the undersigned, **TRAILS WEST DEVELOPMENT, LLC**, and **THE CITY OF BILLINGS**, a municipal corporation.

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

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

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

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



3556258

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CITY OF BILLINGS, MONTANA

Exhibit A

By: _____
Mayor

By: _____
City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, 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.

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



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CITY OF BILLINGS, MONTANA PARKS,
RECREATION, AND PUBLIC LANDS
DEPARTMENT

Exhibit A

By: _____

Its: _____

STATE OF MONTANA)
 : SS
County of Yellowstone)

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

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



3556258

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

**EXHIBIT B
CERTIFICATE**

TRAILS WEST SUBDIVISION, FIRST FILING

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

Lot(s) _____, Block _____, in Trails West Subdivision, First Filing, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____.

This certificate is being executed to show compliance with the terms of that certain Subdivision Improvements Agreement dated this _____ day of _____, 20____, by and between Trails West Development, LLC, and the City of Billings, and that certain Declaration of Restriction on Transfers and Conveyances, dated this _____ day of _____, 20____, covering Trails West Subdivision, First Filing, and to provide the basis for the execution and recording of a release from the terms of said Declaration pursuant to the terms of said Agreements.

Dated this _____ day of _____, 20____.

DEPARTMENT OF PUBLIC WORKS
CITY OF BILLINGS, MONTANA

Exhibit B

By: _____

Title: _____



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

SUBDIVISION IMPROVEMENTS AGREEMENT
TRAILS WEST SUBDIVISION, SECOND FILING
CITY OF BILLINGS
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SIA

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Jeff Martin Clerk & Recorder, Yellowstone MT



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

SUBDIVISION IMPROVEMENTS AGREEMENT

TRAILS WEST SUBDIVISION, SECOND FILING

THIS AGREEMENT is made and entered into this 24th day of June, 2013, by and between **DORN-WILSON DEVELOPMENT, LLC**, whose address for the purpose of this agreement is 100 Emerald Drive, Billings, Montana 59105, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the preliminary plat of Trails West Subdivision, Second Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

WHEREAS, at a meeting held on the 8th day of January, 2013, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Trails West Subdivision, Second Filing, and

WHEREAS, at a regular meeting held on the 28th day of January, 2013, the City Council approved, subject to certain conditions, a preliminary plat of Trails West Subdivision, Second Filing, 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 the plat of Trails West Subdivision, Second Filing, upon filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings subdivision regulations; the rules, regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.



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

I. VARIANCES

Subdivider requests no variances.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that this subdivision could contain wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to this area could be found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owners.

B. Lot owners should be aware that a geotechnical investigation and report was completed on August 11, 2008, for the property which identified the following recommendations for individual lots prior to house construction:

1. For structures with foundations constructed within five feet of natural grade, prior to building permit approval, written verification from a geotechnical engineer shall be obtained that foundation preparation and fill material are in compliance with Section 5.3 and Appendix B of the report. Foundations within 3.5 feet of original grade require over excavation by two feet in width and depth plus installation of geo-grid fabric. The new fill requires compaction to 98 percent.
2. For structures with foundations constructed deeper than five feet of natural grade, prior to building permit approval, an engineered design will be required for a deep foundation system

A copy of the entire geotechnical report is available for review at the City Building and/or Planning Division offices.

C. Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of from 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for each phase of Second Filing.



- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights, and do so voluntarily.
- E. Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities and any issue arising therefrom is the responsibility of the lot owners.
- F. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- G. The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- H. Lot owners should be aware that the installation of an E-one grinder pump (or hydraulically comparable grinder pump) will be required at each home at time of lot development. Lot owners should be aware that there is the possibility of periodic maintenance and replacement of the grinder pumps.

III. TRANSPORTATION

A. Streets

1. Blackberry Way, Wilderness Drive, Mountain Front Avenue, Horseshoe Trail, Ninebark Street, Grouse Berry Street, Bitterbrush Street, Sandcherry Street, and North Fork Trail shall be 34 feet back of curb to back of curb within 56-foot right-of-ways. These internal access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings' site



development ordinance, City subdivision regulations, and Uniform Zoning Code.

2. Stockman Avenue shall be 39 feet back of curb to back of curb within a 74-foot right-of-way. This road shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings' site development ordinance, City subdivision regulations, and Uniform Zoning Code.
3. According to the *Billings Urban Area Transportation Plan, 2009 Update*, 56th Street West is classified as a principal arterial. The Subdivider and City agree that the development of said subdivision would trigger improvements to the west half of the 56th Street West right-of-way. These improvements shall include curb and gutter, 5-foot wide boulevard sidewalk, and asphalt and base course for the difference between the existing half-street width of 56th Street West (a residential half width). The City and Subdivider agree that no improvements to 56th Street West shall be constructed at this time. Because improvements will not be constructed, lot owners agree to give a cash-in-lieu contribution for improvements on a phased basis based on a cost estimate submitted to the City prior to final plat approval. City and Subdivider agrees that quantities on said estimate shall remain consistent through all phases, but unit prices on said cost estimate shall be updated prior to the cash-in-lieu payment for each phase.

The contributions for Phase I, Phase II, and Phase III shall be made when development is initiated for each phase. No building permits or private contract permits will be issued for a given phase until Subdivider has made the cash contribution to the City for that phase.

B. Sidewalks

City and Subdivider agree that the developer will install handicap accessibility ramps at the time of private contract construction. No sidewalks will be installed by the developer as part of construction improvements; however, the City and the Subdivider agree the developer will install the concrete sidewalk to the adjacent school district property located between Lots 24 and 25, Block 2 at the time of private contract construction of Phase III improvements. Boulevard sidewalks will be installed on 56th Street West when the City improves the street. Said boulevard sidewalks will be guaranteed as stated in Section III (A)(3).



Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot wide boulevard sidewalks.

C. Street Lighting

Construction or installation of street lights shall not be required at this time provided, however, that in the contract for the street improvements required hereunder, the Subdivider shall include conduits at street crossings at the time of street and sidewalk construction to accommodate the future wiring of street lights for the development. If street lights are installed, a street light maintenance district will be formed for the entire subdivision to accommodate maintenance of the street lights.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

All off-site contributions and improvements shall be paid as required by the Traffic Impact Study (TIS) as stated in Section III (F.), below, before final plat approval.

E. Access

1. Access will be provided for the subdivision by extending Blackberry Way, Wilderness Drive, and 56th Street West. Location of these accesses shall be subject to review and approval by the City Engineering office.
2. Subdivider and City agree that a temporary 20-foot wide gravel emergency access to 56th Street West will remain in place and maintained until such time as a permanent connection is provided to 56th Street West during Phase III of development.
3. A public pedestrian sidewalk will be provided along the west boundary of the subdivision. In addition, one access will be provided to the school district property that is northeast of the site. City and Subdivider agree that the sidewalk will be built to City

standards but will be privately owned and maintained by a homeowners' association set up for the property.

F. Off-Site Intersections

City and Subdivider agree that Subdivider will make cash contributions to improvements at the following intersections:

56th Street West and Grand Avenue
54th Street West and Grand Avenue
56th Street West and Central Avenue

The amount and timing of these contributions shall be as outlined below. These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed and the timing and extent of the improvements shall be at the City's sole discretion.

The amount of the contributions for the 56th Street West/Grand Avenue, 54th Street West/Grand Avenue and 56th Street West/Central Avenue intersections shall be as follows:

	54th St. W./ Grand Ave.	56th St. W./ Grand Ave.	56th St. W./ Central Ave.
Phase I	\$4,376.08	\$2,784.78	\$825.11
Phase II	\$4,376.08	\$2,784.78	\$825.11
Phase III	\$6,278.72	\$3,995.55	\$1,183.86
Lot 1, Block 10	\$27,017.52	\$17,192.96	\$5,165.92

The contributions for Phase I, Phase II, and Phase III shall be made when development is initiated for each phase. No building permits or private contract permits will be issued for a given phase until Subdivider has made the cash contribution to the City for that phase.

It is anticipated that Lot 1, Block 10 will be developed in phases and/or separate subdivision filings. The total cash contribution attributable to Lot

1, Block 10 shall be as stated above; however, the contribution may be apportioned over the various phases based on the amount of traffic each is expected to generate. No building permits or private contract permits shall be issued for Lot 1, Block 10 until payment has been made for the phase being developed at that time.

G. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies Grand Avenue, adjacent to the site, as an arterial bikeway. A public pedestrian trail that will be maintained by the homeowners association set up for the property is being built as part of the improvements to the subdivision; therefore, City and Subdivider agree that trail requirements are being met for the subdivision.

H. Public Transit

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

I. Birely Drain

City and Subdivider agree the Birely Drain Board will need to approve the dedication of the Birely Drain property to the City of Billings, approve the multi-use path within the property dedication, and approve any stormwater discharge to their facility prior to final plat approval.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from one location off Grand Avenue using Wilderness Drive or Blackberry Way. Also, access is provided to the subdivision from one location off 56th Street West. In addition, fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department.

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



At a minimum, the following is required:

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

V. STORM DRAINAGE

All storm drainage improvements shall comply with the provisions of Chapter 28, BMCC, and the 2011 Billings Stormwater Management Manual, and shall be in accordance with the recommendations of an approved storm drain study to be submitted to the City of Billings Engineering department by the Subdivider. Because the City of Billings storm drain system is not available in the area of the subdivision, stormwater will be handled on site through surface flow on the streets, inlets, and piping.

This development will be responsible for the storage of its own stormwater. It is proposed that the development will utilize a series of temporary retention ponds on Lot 1, Block 10 for the storage of its stormwater for development of Trails West Subdivision, First and Second Filings. The stormwater retention pond will be located on Lot 1, Block 10 of Trails West Subdivision, Second Filing, and will be temporary in nature. Easements will be required for these temporary retention ponds.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings.

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/to water mains and sanitary sewers to the Public Works Department, Engineering Division. The extension/connection of/to water mains and sanitary sewers are 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 developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees and franchise fee in effect at the time new water and/or sanitary sewer service connections are made.

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

A. Water

Service to the subdivision will be provided from the existing water main stub in Wilderness Drive and also from an existing stub located in Blackberry Way. Connecting these mains will provide a looped system for the subdivision. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

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

A 20-inch or larger water main in 56th Street West will be installed at the time of the Phase III improvements, either with the Phase III private contract or by a separate project, at the City's discretion. The purpose of this local water main construction will be to provide uninterrupted service and better water quality to this area. The cost of the installation of the 20-inch or larger water main in 56th Street West will be paid by the City of Billings. The mechanism for payment of the water main in 56th Street West will follow the City of Billings Rules and Regulations Governing Water Service that are in place at the time of construction.

B. Sanitary Sewer

Service to the subdivision will be provided from an existing sanitary sewer main stub in Wilderness Drive. City and Subdivider agree that sanitary sewer service to the Second Filing of the subdivision will be provided through low-pressure sanitary sewer mains. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate low-pressure sanitary sewer service and each lot will need to use an E-one grinder pump (or hydraulically comparable grinder pump). All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

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

C. Power, Telephone, Gas, and Cable Television

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

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Code Annotated covers the park dedication requirement. Additionally, Section 23-1002.B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The Subdivider and City agree that this parkland dedication will be met through a cash-in-lieu payment to the development of Cottonwood Park. City and Subdivider agree the cash payment in lieu of parkland dedication for the first phase shall be made prior to final plat approval. Second and third phase cash payment in lieu of parkland dedication shall be paid prior to each subsequent phase of development. An additional, updated comparative market analysis shall be used to determine the parkland dedication amount in accordance with Section 23-1006, BMCC, prior to the second and third phase cash payments. In addition, the City of Billings Parks and Recreation Department shall be signatory to the release document for the Declaration of Restrictions on Conveyances and Transfers prior to Phase II and Phase III development.

The private parks on the property and the 5-foot wide sidewalk within the public right-of-way along the Birely Drain will be maintained by the homeowners' association established for this property. These parks will be landscaped according to the covenants set up for the property. City and Subdivider agree that the 5-foot wide sidewalk along the Birely Drain will be built to City of Billings' standards.

VIII. SOILS/GEOTECHNICAL STUDY

The Subdivider has performed a geotechnical analysis for this property (dated August 11, 2008).

Recommendations from the report include:

1. Approximately six inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.
2. Site and lot grading can be accomplished using conventional earthmoving equipment.
3. Fill should be placed and compacted to a minimum of 95 percent relative compaction in accordance with the ASTM D698 compaction test method.
4. If trenches are extended deeper than five feet or are allowed to dry out, the excavations may become unstable and should be evaluated to verify the stability prior to occupation by construction personnel.
5. Street subgrade outside of utility trenches should be placed at 95 percent of ASTM D698 and utility trench backfill should be placed at 97 percent of ASTM D698.
6. The street section for the property shall include three inches of asphaltic concrete over a 10-inch base course.
7. The potential for sulfate attack from existing soils appears to be negligible, and conventional Type II cement may be used according to Table 1904.3 of the 2000 International Building Code.
8. For home construction, over-excavation will likely be required. It is recommended that a more comprehensive geotechnical study be completed prior to installing foundations so lot-specific site conditions can be determined.

**IX. FINANCIAL GUARANTEES**

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

X. PHASING OF IMPROVEMENTS

The Subdivider does not desire to commence development of all lots within the subdivision, but does desire to file the approved final plat of Trails West Subdivision, Second Filing, 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. Phase I

The Phase I improvements shall be constructed utilizing a private contract. The Phase I improvements shall include construction of those portions of Blackberry Way, Wilderness Drive, Mountain Front Avenue, and Ninebark Street adjacent to the Phase I lots, including all necessary utilities within said streets. Phase I construction will also include construction of the portion of the private trail adjacent to Phase I development.

The Subdivider and City agree that the Subdivider will construct or provide monetary guarantee as outlined herein for Phase I improvements prior to final plat approval. The Phase I improvements referred to herein shall be installed using a private contract which shall be secured as a letter of credit or a letter of commitment to lend funds from a commercial lender. The letter of credit or letter of commitment to lend funds shall be in place prior to recording the final plat or commencement of the private contract. As used herein, the lots to be served by Phase I are more particularly described as follows:

Lots 21 through 24, inclusive, Block 1; Lots 18 through 23, inclusive, Block 2; Lots 5 through 8, inclusive, Block 7; Lots 1 through 8, inclusive, Block 8; Lot 1, Block 15; all in Trails West Subdivision, Second Filing in the City of Billings, according to the official plat on file in the office of



the Clerk and Recorder of Yellowstone County, Montana
(23 lots total).

B. Phase II

The Phase II improvements shall include construction of those portions of Blackberry Way, Horseshoe Trail, and Ninebark Street, including all necessary utilities within said streets. Phase II construction will also include construction of the portion of the private trail adjacent to Phase II development. The parkland cash-in-lieu payment for the net lot area in Phase II shall also be made in accordance with Section 23-1006, BMCC, prior to the release of Phase II.

The Subdivider will install the Phase II improvements in the future. The Subdivider agrees not to sell or convey any lots in the subdivision to be served by the Phase II improvements, and the Subdivider further acknowledges that no building permits for lots within Phase II shall be issued until a private contract has been executed for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said Phase II are more particularly described as follows:

Lots 25 through 27, inclusive, Block 1; Lots 9 through 16, inclusive, Block 8; Lots 1 through 8, inclusive, Block 9; Lots 2 through 5, inclusive, Block 15; all in Trails West Subdivision, Second Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (23 lots total).

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said Phase II (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 A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B 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 Public Works and Parks and Recreation Departments,

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.

C. Phase III

The Phase III improvements shall include construction of those portions of Mountain Front Avenue, Grouse Berry Street, Bitterbrush Street, Sandcherry Street, North Fork Trail, and Stockman Avenue, including all necessary utilities within said streets. The parkland cash-in-lieu payment for the net lot area in Phase III shall also be made in accordance with Section 23-1006, BMCC, prior to the release of Phase III.

The Subdivider will install the Phase III improvements in the future. The Subdivider agrees not to sell or convey any lots in the subdivision to be served by the Phase III improvements, and the Subdivider further acknowledges that no building permits for lots within Phase III shall be issued until a private contract has been executed for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said Phase III are more particularly described as follows:

Lots 24 through 41, inclusive, Block 2; Lot 18, Block 15; Lot 1 and 16, Block 16; Lot 1 and 16, Block 19; Lots 1 and 8 through 14, inclusive, Block 20; Lot 1, Block 13; Lot 1, Block 21; all in Trails West Subdivision, Second Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (33 lots total).

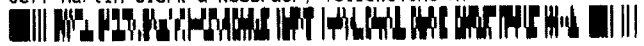
Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said Phase III (attached hereto) to be recorded concurrently with the recording of this agreement. Said declaration notifies all third parties that said lots may not be legally sold, conveyed, or transferred until a release executed by the City of Billings and substantially in the form of Exhibit A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B attached hereto has been executed by the Public Works and Parks and Recreation Departments 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, 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.

XI. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.
- C. The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement or to give any notice required herein, then the prevailing party 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.



“OWNER”

TRAILS WEST DEVELOPMENT, LLC

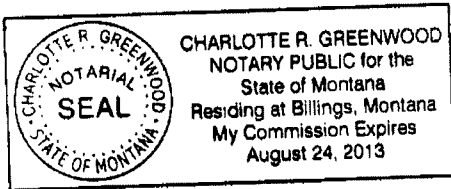
By: Richard A. Donn

Its: Member

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 4th day of June, 2013, before me, a Notary Public in and for the State of Montana, personally appeared Richard A. Donn, known to me to be the person who signed the foregoing instrument as the Member of TRAILS WEST DEVELOPMENT, LLC and who acknowledged to me that said company executed the same.

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



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

This Agreement is hereby approved and accepted by City of Billings, this 24th day of June, 2013.

“CITY”

CITY OF BILLINGS, MONTANA

By Thomas W. Hanel
Mayor

Attest: Cari Martin
City Clerk

STATE OF MONTANA)
) :SS
County of Yellowstone)

On this 1st day of July, 2013, before me, a Notary Public for the State of Montana, personally appeared Thomas W. Hanel, and Cari Martin, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.



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

Approved as to Form:

[Signature]
City Attorney



WAIVER OF RIGHTS TO PROTEST

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

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

The real property hereinabove mentioned is more particularly described as follows:

Trails West Subdivision, Second Filing

“SUBDIVIDER”

DORN-WILSON DEVELOPMENT, LLC

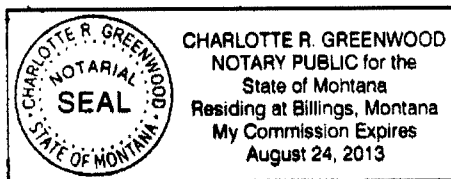
By: Richard A. Dorn

Its: Member

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 4th day of June, 20 13, before me, a Notary Public in and for the State of Montana, personally appeared Richard A. Dorn, known to me to be the person who signed the foregoing instrument as the Member of **DORN-WILSON DEVELOPMENT, LLC**, and who acknowledged to me that said company executed the same.

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



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



“SUBDIVIDER”

DORN-WILSON DEVELOPMENT, LLC

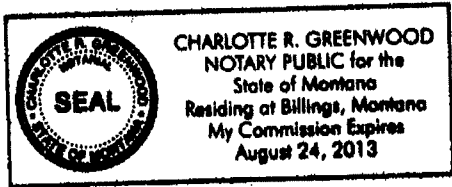
By: *Rod Wilson*

Its: *President*

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this *4th* day of *June*, 20 *13*, before me, a Notary Public in and for the State of Montana, personally appeared *Rod Wilson*, known to me to be the person who signed the foregoing instrument as the *President* of **DORN-WILSON DEVELOPMENT, LLC**, and who acknowledged to me that said company executed the same.

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



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



“OWNER”

DOUGLAS D. FRANK

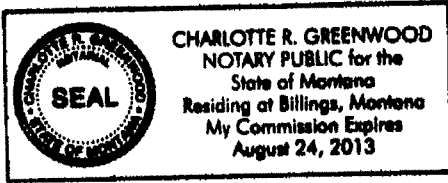
[Handwritten Signature of Douglas D. Frank]

DEBORAH FAYE FRANK

Deborah Faye Frank

STATE OF MONTANA)
) ; SS
County of Yellowstone)

On this 4th day of June, 20 13, before me, the undersigned Notary Public for the State of Montana, personally appeared Douglas D. Frank and Deborah Faye Frank, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.



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



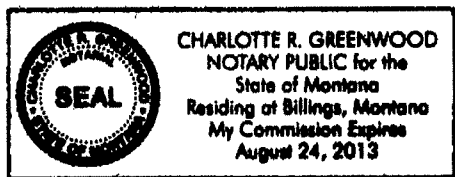
"OWNER"

RONALD E. FRANK

Ronald E. Frank

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 4th day of June, 20 13, before me, the undersigned Notary Public for the State of Montana, personally appeared Ronald E. Frank, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.



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



“OWNER”

TRAILS WEST DEVELOPMENT, LLC

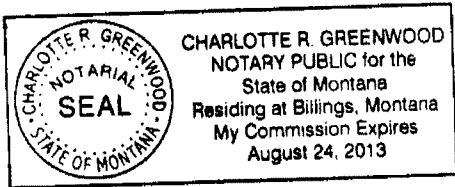
By: Richard A. Down

Its: MEMBER

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 4th day of June, 2013, before me, a Notary Public in and for the State of Montana, personally appeared Richard A. Down, known to me to be the person who signed the foregoing instrument as the Member of TRAILS WEST DEVELOPMENT, LLC and who acknowledged to me that said company executed the same.

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



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



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Return To:
Pedersen & Hardy, P.C.
1001 S. 24th St. W., Ste. 315
Billings MT 59102
File No. 39032

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PART OF TRAILS WEST SUBDIVISION, FIRST FILING
AND
BYLAWS OF TRAILS WEST HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, TRAILS WEST DEVELOPMENT, LLC, a Montana Limited Liability Company, DOUGLAS D. FRANK, DEBORAH FAYE FRANK and RONALD E. FRANK, Owners of the following described real property, and TRAILS WEST DEVELOPMENT, LLC, Developer of Trails West Subdivision, First Filing, hereby declare these covenants and restrictions applicable to all of the following lots:

Lots 2-20 inclusive, Block 1
Lots 1-17 inclusive, Block 2
Lots 1-8 inclusive, Block 3
Lots 1-8 inclusive, Block 4
Lots 1-8 inclusive, Block 5
Lots 1-8 inclusive, Block 6
Lots 1-4 inclusive, Block 7

all in TRAILS WEST SUBDIVISION, First Filing, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3556257.

The lots described above, and any Lots subsequently subjected to the provisions of this Declaration are referred to herein and in the Bylaws attached to this Declaration as "the Lot(s)".

These Covenants are placed upon the Lots for the benefit of the owners of all or any part of those lots, for the purpose of protecting the value and desirability of all of the Lots.



The Covenants herein contained shall run with the land and shall be binding on the undersigned and all persons and parties claiming under them, their successors and assigns.

The Grantees of all or any part of any lot, by acceptance of a conveyance, covenant and agree faithfully to observe and abide by all of said subdivision covenants and restrictions, easements, assessments, charges and liens set forth herein.

Developer reserves the right for itself, in its sole discretion, and for Dorn-Wilson Development, LLC, in its sole discretion, to add additional subdivided Lots located upon Lot 1, Block 8 of Trails West Subdivision, First Filing, and/or subdivided lots located upon Tract 1B of Certificate of Survey 2379, Yellowstone County, Montana, to the provisions of this Declaration without the consent of any other owner, mortgagee, or trustee or beneficiary of any trust indenture. Developer and/or Dorn-Wilson Development, LLC may add the additional Lots to the provisions of this Declaration by executing and recording one or more amendments to this Declaration, subjecting the property to the provisions of this Declaration and designating any additional private parks or facilities benefitting all Lots to be maintained by the Association. All Lots added in this manner shall be bound by the terms of this Declaration, and any additional common property or facilities shall be maintained by the Association, pursuant to the terms of this Declaration.

From and after the recording date of each such amendment, if any, the owners of any Lots thereby made subject to the provisions of this Declaration shall be bound by the provisions of this Declaration to the same extent as the Lots described above.

1. MEMBERSHIP IN OWNERS ASSOCIATION.

All Owners of the Lots and their heirs, successors and assigns shall be members of a Montana non-profit corporation, formed or about to be formed, known as "TRAILS WEST



HOMESOWNERS ASSOCIATION, INC.", herein called "the Association".

"Lot Owner", as used in this Declaration and the attached Bylaws, shall mean each person or entity, as shown by the records of the Yellowstone County Clerk and Recorder, owning all or any part of any of the Lots. If a Lot 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, the purchaser shall be deemed to be the Lot Owner. A personal representative, conservator, or trustee shall be deemed to be the Lot Owner of any lot held by him or her in such capacity, whether or not the same shall have been transferred in to his or her name by a duly recorded conveyance.

Co-owners or joint owners of a lot shall be deemed to be one member for the purposes of voting and assessment.

The Association initially shall have the following two classes of membership:

- (a) Class "A" Members. Class "A" Members shall be all owners of the Lots, except the Developer and Dorn-Wilson Development, LLC.
- (b) Class "D" Members. Trails West Development, LLC, Dorn-Wilson Development, LLC, and all assignees of the development rights of either of them, if any, shall be the Class "D" Members of the Association. Upon sale of all of the Lots by the Class "D" Members, this class shall cease to exist and the only class of Members shall be the Class "A" Member.

One membership is appurtenant to and runs with each lot in Trails West Subdivision. A membership shall not be transferable except upon transfer of the lot to which it is appurtenant.

The affairs of Trails West Homeowners Association, Inc. shall be governed by its Bylaws, attached hereto as Exhibit "A".

2. PURPOSE OF THE ASSOCIATION.

The Association has been formed for the purpose of



maintaining, repairing and replacing the improvements which benefit all of the Lots and which are not maintained by the City of Billings, including the following:

- (a) Seasonal maintenance of the storm water detention system for drainage from the public streets into the interim and final detention ponds;
- (b) Maintenance of pedestrian walking trails and the private parks in Trails West Subdivision;
- (c) Maintenance, repair and replacement of wells and pumps, if any, and waterlines and sprinklers used for landscaping irrigation in the parks;
- (d) Maintenance, repair and replacement of entry signs in the entry parks for the subdivision; and
- (e) Maintenance and repair of fences adjoining Grand Avenue, if any.

The Association shall also own and maintain the Lots on which the final detention pond(s) which serves the subdivision is eventually located, and the private parks in the Subdivision, and shall have the right to enforce these Covenants and Restrictions.

3. ASSESSMENTS.

(a) Assessments. The Association, through its Board of Directors, shall establish and collect regular maintenance assessments from the owners of completed homes on the lots to pay for the Association's expenses for the maintenance and repairs described in Section 2 above, and for maintenance and repair of any other improvements serving all of the subdivision; and for

- (i) Liability insurance insuring the Association and its members against liability resulting from the Association's maintenance of the above-described improvements;
- (ii) For Officer's and Director's liability insurance;
- (iii) For administrative and legal expenses;
- (iv) For property taxes and liability insurance on the detention pond lot(s) and the park lots owned by



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the Association, and

- (v) For any other expenses which benefit Trails West Subdivision if authorized by 75% of the members entitled to vote.

All costs incurred by the Association shall be divided equally among the owners of each home on any of the Lots. However, no owner of a home shall be assessed by the Association until the construction of the home is completed. Assessments begin, and will be collected from each homeowner, at the time construction of a home on the owner's lot is completed.

The term "Home Owner" shall mean the owner of a completed residence; the term does not include owners of all or part of any of the Lots on which a residence has not been constructed, or on which a residence is under construction but not yet completed.

(b) Payment of Assessments. Assessments for each completed home shall be payable annually on the second day of January of each year unless the Board determines that a different payment schedule is needed. A prorated assessment for the year shall also be due and payable at the time construction of a new home is completed. 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 or at the highest rate of interest permitted by Montana law, whichever is less. All payments shall be applied first to interest and then to the earliest assessment due. Interest collected shall become part of the Association's account. 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 by each Home Owner. Such records shall be available for inspection at all reasonable times by Home Owners or their representatives.

(c) Covenant to Pay Assessments. Each Owner of a completed home, by signing these Covenants or 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 a share of the costs lawfully assessed by the Association and to waive any right said Home Owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments.

Each Owner of a completed home and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of conveyance of any home, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee. The Secretary-Treasurer of the Association shall notify third parties, upon their request, of the amount of unpaid assessments on any home.

4. CONSTRUCTION.

(a) Zoning. All buildings and other structures must comply with City of Billings zoning regulations, as amended from time to time.

(b) Minimum Size. Any single story home erected on any of the lots shall have a ground floor area of not less than 1,000 square feet, exclusive of open porches and garages; any split level or tri-level residence erected on any of the lots shall have a ground floor area of not less than 900 square feet in the main structure within the perimeter of the exterior walls, exclusive of open porches and garages; two-story residences shall have not less than 700 square feet on the ground floor, exclusive of open porches and garages.

(c) Garages. Each residence shall have a two or three car enclosed, attached garage with garage doors no more than nine feet high. Garages which house more than three cars shall not be permitted.

(d) New Construction Only. All residences and other buildings and structures erected on any of the lots shall be of new construction and built with new materials. No old buildings shall be moved upon any of the lots. No off-site manufactured residences, including, but not limited to



modular homes, manufactured homes and mobile homes, are permitted on any of the Lots.

(e) Outbuildings. One outbuilding or storage shed may be constructed on each Lot. Outbuildings must be of new construction and built with new materials. A new prefabricated storage shed is permitted. The outbuilding shall be kept in a good state of repair and shall not be allowed to become rundown or an eyesore to the neighbors. No carports shall be permitted in Trails West Subdivision, First Filing. No shed or outbuilding shall be constructed before building a house.

(f) Speed of Construction. Any structure erected on any of the lots shall be fully enclosed, sided and shingled, within one hundred eighty days after equipment and/or materials to be used in construction have been moved onto the location, and all construction shall be pursued with reasonable diligence. No excavations, shall be permitted on any of the lots until such time as the actual construction of the building is to begin, except that the owners test for subsoil conditions, provided that such test sites are replaced to their original condition. The provisions of this sub-section do not apply to Trails West Development, LLC.

(g) Utility Lines. All utility lines and pipes shall be placed underground; no overhead lines shall be permitted.

(h) Siding. All structures shall be sided with conventional siding, and no asbestos siding or siding of an asphalt composition may be used. Natural rock or brick, cultured stone or cultured brick may be used on exterior wall surfaces. Masonry block construction is not allowed.

(i) Fences. All perimeter fences shall be erected of PVC. No other materials will be allowed. All new fences must be the same color as the existing fences in the subdivision and must be similar in style to existing fences. This restriction may be waived by the Architectural Control Committee in their sole discretion.

(j) Height of Fences, Hedges and Outbuildings. Fences,



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hedges, or other structures, when placed between the principal residence and the front or side Lot line shall not exceed six feet in height from the finished grade.

(k) Landscaping. Lot owners shall plant, maintain, and, in case of death or destruction, replace one Linden tree in the front yard of any lot within one year after each residence is occupied. Each tree shall be at least 6-feet in height. In addition, a lawn or other form of permanent landscape must be installed and maintained within one year after a residence is first occupied. These Landscaping requirements may be waived by the Architectural Control Committee, in its discretion. All waivers must be in writing and must be obtained before planting.

(l) Weeds. All weeds or other noxious growths shall be abated or eradicated on all Lots.

5. RESTRICTIONS ON USE.

(a) Primary Use. The primary use of each of the lots shall be for only residential purposes.

(b) Occupancy. No living quarters shall be occupied prior to issuance of a certificate of occupancy by the City of Billings. No trailer, tent, garage, or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure, of whatsoever nature, of a temporary character, be used as a residence.

(c) Unlawful Activities and Nuisances. No unlawful activity shall be permitted on any of the lots, nor shall anything be done thereon which may become a nuisance to the neighbors.

(d) Parking. Motor homes may be temporarily parked on streets or driveways, for periods not exceeding seven consecutive days or thirty total days in any calendar year.

No abandoned, junked, inoperable or wrecked vehicles, motorhomes, boats, or RVs, shall be stored outside on any of the lots.

No inoperable or unlicensed vehicle shall be parked outside on any of the lots or on any public street in Trails



West Subdivision, for a period of more than twenty-four hours. No overhauling or major repair of vehicles is allowed in Trails West Subdivision, First Filing.

(e) Animals. No swine, goats, sheep, cows, horses, livestock and/or poultry of any nature shall be kept or permitted on any of the Lots. Pets are permitted on a Lot only if kept under the owner's control at all times. Owners shall be responsible for promptly cleaning up after their pets and for payment for any damage caused by their pets. Owners shall pay a fine, imposed by the Board of Directors of Trails West Homeowners Association, Inc., (the Board), of \$50.00 for a second violation of any of these pet restrictions and a fine of \$100.00 for each violation thereafter. In addition, the Board may require an owner to either keep a pet inside or permanently remove it from the Trails West project if the Board receives two bonafide complaints that the animal is a nuisance from one or more other owners within a six month period.

(f) Trash. No junk, trash, debris, organic or inorganic waste shall be permitted to accumulate on any of the lots or in any street in Trails West Subdivision, First Filing; all junk shall be promptly and effectively disposed of, and no lot shall be used as a dumping ground or burial pit. Garbage containers shall be concealed from view by fences, hedges or other means, except on collection day.

(g) Signs. No signs, billboards, posters, or advertising of any kind or character shall be erected or displayed upon any of the lots, excepting subdivision promotion signs, signs displayed to identify the occupants of a dwelling, Realtors' signs, for sale signs, temporary campaign or ballot initiative posters, and contractors' construction signs.

(h) Clothes Lines. No clothes lines, wires or devices for hanging clothes shall be erected in the front or side of any home.

(i) Satellite Dishes. No television or satellite dishes



shall be permitted on any lot unless the dish is no larger than one meter in diameter and placed in an inconspicuous location on the lot. These satellite dish requirements may be waived by the Architectural Control Committee, in its discretion. All waivers must be in writing and must be obtained before installing the satellite dish.

(j) Maintenance. 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. Lawns must be kept mowed and dead or dying trees and shrubs must be removed so that all properties in Trails West Subdivision, First Filing, reflect a high pride of ownership.

(k) Rental. The rental of a portion of a residence or garage shall not be permitted. Rental of the entire residential structure is permitted.

6. DISCLOSURE.

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 Lot Owners.

7. ARCHITECTURAL CONTROL COMMITTEE.

Trails West Development, LLC shall appoint an Architectural Control Committee to review plans and specifications for homes and other improvements to the lots for compliance with the provisions of this Declaration. The Architectural Control Committee shall be composed of three individuals, all residents of Billings. The majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the Committee, Trails West Development, LLC shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated



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Yellowstone County RES 223.00

representatives shall be entitled to any compensation for services performed pursuant to this covenant.

No construction or improvements, or alterations affecting the external appearance of any existing buildings, and no secondary buildings, fences, walls, or similar improvements shall be made, erected, altered, or placed, or permitted to remain upon any lot until a site plan and specifications showing the design, location, material, and color shall have been submitted to the Architectural Control Committee and approved in writing by the Committee for conformance with the provisions of this Declaration. In the event the Committee fails to approve or disapprove such design, location, construction, and materials within 30 days after the detailed site plan and specifications have been submitted to it, the plans shall be deemed to have been approved. Owners shall not begin construction or modification until the plans, specifications, and proposals have been approved by the Committee. Any deviation from an approved plan which in the judgment of the Committee violates the provisions of this Declaration shall be corrected to conform with the plan as submitted. Trails West Development, LLC and Dorn-Wilson Development, LLC are exempt from the provisions of this paragraph and need not submit their plans for review and approval by the Committee.

8. ENFORCEMENT.

(a) Right to Enforce. The Association, the Architectural Review Committee, and each and every one of the Home Owners shall have the right to enforce these covenants and any and all amendments thereto by civil action, including the right to injunctive relief, prohibitive or mandatory, to prevent the breach or enforce the observance of the covenants set forth above or hereafter imposed, and for damages, it being presumed that some damage would be occasioned, by reason of the failure of any Home Owner or Owners to comply with these covenants.

(b) Remedies for Non-Payment of Assessments. All unpaid



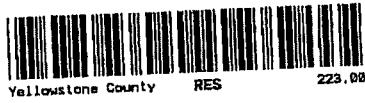
sums assessed by the Association for any completed home, together with interest, collection costs, costs of suit or arbitration, and reasonable attorney fees, shall constitute a lien on the home and the Lot on which it is located, and if filed of record, the lien may be foreclosed in the same manner as a construction lien. Each assessment, together with interest, collection costs, costs of suit, and reasonable attorney fees shall also be the personal obligation of the owners of the home against which the assessment was made at the time the assessment fell due. Furthermore, suit to recover a money judgment for unpaid assessments may be maintained by the Association against a non-paying homeowner without foreclosing or waiving the lien securing the same.

(c) Costs and Attorney Fees. 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 Home Owners, and may be added to the next regular assessment for that home. No sale or transfer of a home 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 Home Owners pursuant to the terms hereof shall be deemed to be cumulative.

The losing party in any action, lawsuit, or arbitration proceeding brought to enforce this Declaration shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the action, lawsuit, or arbitration proceeding.

9. AMENDMENT.

Any provision herein may be amended or revoked in whole or in part and additional provisions added at any time by a written amendment recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, duly signed and acknowledged by the owners of record of not less than 75% of the lots subject to this Declaration. Notwithstanding the



foregoing, so long as TRAILS WEST DEVELOPMENT, LLC or DORN-WILSON DEVELOPMENT, LLC own any Lot subject to this Declaration, then the consent of TRAILS WEST DEVELOPMENT, LLC or DORN-WILSON DEVELOPMENT, LLC shall be required before these Covenants may be altered or amended, or new covenants are added; such consent shall be considered in the calculation and determination of the 75% minimum consent requirement.

TRAILS WEST DEVELOPMENT, LLC and DORN-WILSON DEVELOPMENT, LLC shall also have the right to amend these Covenants and the attached Bylaws without consent of any other owner, or any Lender, and to add additional improvements to the Lots subject to this Declaration, to be maintained by all homeowners.

10. MISCELLANEOUS

(a) 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.

(b) Covenants Run With The Land. The Covenants herein set forth shall run with the land and bind the undersigned lot owner and its devisees, trustees, successors and assigns; the undersigned lot owner and any and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the owners of all of the lots, their heirs, devisees, trustees, successors and assigns, and with each of the owners of said lots, to conform to and observe said Covenants.

(c) Waiver. The failure of any lot owner, or the Association, to enforce these Covenants at the time of any violation thereof shall not be construed as a waiver of the right to do so.



DATED this 23RD day of November, 2010.

TRAILS WEST DEVELOPMENT, LLC, Owner & Developer

DORN-WILSON DEVELOPMENT, LLC, Member

By: Rod Wilson and Co., Inc. Member

By: Rod Wilson
Rod Wilson, It's President

By: Dorn Property, LLC, Member

By: Richard A. Dorn
Richard A. Dorn, it's Managing Member

STOCK LAND PROPERTIES, INC., Member

By: Michael D. Stock
MICHAEL D. STOCK, President

CM VENTURES, LLC, Member

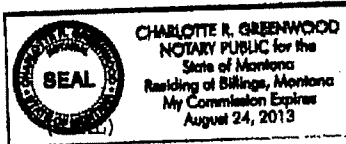
By: Kevin McGovern
KEVIN MCGOVERN, Member

LC PROPERTIES LLC, Member

By: Scott Chester
SCOTT CHESTER, Member

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on November 18, 2010, by RICHARD A. DORN, Member of Dorn Property, LLC, and ROD WILSON, President of Rod Wilson and Co., who are the members of DORN-WILSON DEVELOPMENT, LLC, a member of TRAILS WEST DEVELOPMENT, LLC, Owner & Developer.

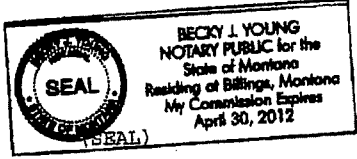


Charlotte R. Greenwood
Charlotte R. Greenwood
(print in black ink or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires August 24, 2013



STATE OF MONTANA)
) SS.
County of Yellowstone)

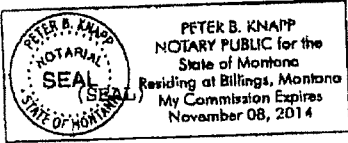
11/17/10 This instrument was acknowledged before me on November 18, 2010, by MICHAEL D. STOCK, President of STOCK LAND PROPERTIES, INC., a Member of TRAILS WEST DEVELOPMENT, LLC, Owner and Developer.



Becky J. Young
Becky J. Young
(print in black ink or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires April 30, 2012

STATE OF MONTANA)
) SS.
County of Yellowstone)

This instrument was acknowledged before me on November 18, 2010, by KEVIN McGOVERN, Member of CM VENTURES, LLC, a Member of TRAILS WEST DEVELOPMENT, LLC, Owner and Developer.



Peter B. Knapp
Peter B. Knapp
(print in black ink or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires November 8, 2014

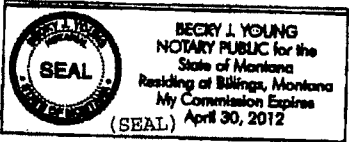


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STATE OF MONTANA)
)
County of Yellowstone)

This instrument was acknowledged before me on
November 23, 2010, by SCOTT CHESTER, Member of LC
PROPERTIES, LLC, a Member of TRAILS WEST DEVELOPMENT, LLC,
Owner and Developer.



Beery L. Young
Beery L. Young
(print in black ink or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires April 30, 2012



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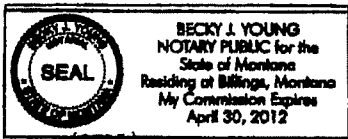
Yellowstone County RES 223.00

[Handwritten Signature]

DOUGLAS D. FRANK

STATE OF MONTANA)
) ss.
County of Yellowstone)

This instrument was acknowledged before me on
November 16, 2010, by DOUGLAS D. FRANK.



Becky J. Young

Becky J. Young
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires April 30, 2012

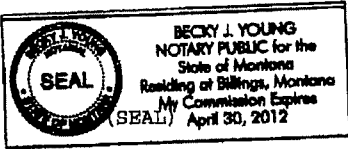


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Deborah Faye Frank
DEBORAH FAYE FRANK

STATE OF MONTANA)
County of Yellowstone) SS.

This instrument was acknowledged before me on
November 16, 2010, by DEBORAH FAYE FRANK.



Becky J. Young
Becky J. Young
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires April 30, 2012



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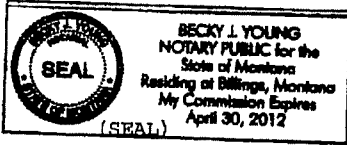
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12/01/2010 01:32P

Yellowstone County RES 223.00

Ronald E. Frank
RONALD E. FRANK

STATE OF MONTANA)
) SS.
County of Yellowstone)

This instrument was acknowledged before me on
November 17, 2010, by RONALD E. FRANK.



Becky L. Young
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires April 30, 2012



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BYLAWS OF TRAILS WEST
HOMEOWNERS ASSOCIATION, INC.
(a non-profit corporation)

The Board of Directors of Trails West Homeowners Association, Inc., a Montana non-profit corporation, hereafter referred to as "this Association", hereby adopts the following Bylaws:

OFFICES

1. Principal office. The principal office of this Association is situated at 1135 Bluegrass, Billings, Montana 59106. The Board of Directors may change the location of the principal office.

MEETINGS OF MEMBERS

2. 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 in Billings, Montana, at the location set forth in the Notice of Meeting. The annual meeting shall be held in November of each year at a time and a date to determined by the Board of Directors.

3. 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 ten days prior to the date of the meeting, if notice is personally delivered, or not less than 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 in the United States mail addressed to the member at the member's address as it appears on records of this Association with postage prepaid thereon.

4. Special Meeting. Special meetings of the Members may be called by the Board of Directors or by not less than 40% of all the members entitled to vote at the meeting. Notice of said special meeting shall be given in the same

EXHIBIT "A"



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manner as notice for the annual meeting as outlined in Section 3 above; provided, 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.

5. **Quorum of Members.** A one-third of the Members in each class 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 or these Bylaws.

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 at which time any business may be transacted that could have been transacted at the meeting as originally called.

6. **Voting.** Membership shall be determined as of the date the Notice of Meeting is mailed. Each Class "D" Member shall have one equal vote per Lot for each Lot owned by it. Class A Members shall have one equal vote per Lot for each Lot owned by the Member. For voting purposes, co-owners of a single lot shall be considered to be a single member, with one vote for that lot. A member may vote either in person or by proxy properly executed.

7. **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.

8. **Order of Business.** The order of business at all



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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.

9. **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

10. **Number of Directors.** This Association shall be governed by a board of five Members. The Directors shall be elected by class vote so long as there are two classes of membership. Until initial sale of all Lots by Developer, Class "A" Members shall elect two Directors and Class "D" Members shall elect three Directors. After sale of all Lots by Developer, all Directors shall be elected by the Class "A" Members.

11. **Election and Term of Office.** The Directors shall be elected at the annual meetings of the Association. Two directors shall be elected by the Class "A" Members at the first annual meeting of the Association for a one year term, and three Directors shall be elected for a two year term of office by the Class "D" Membership. Thereafter, the term of office of each Director shall be for two years. If a quorum cannot be obtained for an annual meeting, the existing Directors shall continue to serve until the next annual or special meeting is held and new Directors are elected, or as an alternative, the existing Directors may contact members to determine who is willing to serve as a Director, and deliver a written ballot to all Members of the Class entitled to vote. The ballot shall contain the names of all owners willing to serve for the term(s) to be filled. A Director



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may be re-elected to successive terms.

12. **Nomination and Election.** Candidates for Directors shall be nominated from the floor at each annual meeting. Each Member of a class shall be entitled to one vote per Lot owned for each vacancy in the Board of Directors to be elected by that class; cumulative voting shall not be permitted. The candidates receiving the largest number of votes from the members entitled to vote shall serve as Directors for the following term.

13. **Initial Directors.** Until the first annual meeting, ROD WILSON, RICHARD A. DORN and MIKE STOCK shall serve as Directors and Officers.

14. **Powers and Duties of Directors.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of this Association, including the following:

- (a) To determine when and what maintenance is needed for the improvements described in the original Declaration of Covenants for Trails West Subdivision, or its subsequent amendments and such other maintenance as may be authorized by vote of 75% of the Members entitled to vote.
- (b) To levy and collect regular assessments and special assessments for the purposes set forth in the Declaration of Covenants for Trails West Subdivision.
- (c) To prepare an annual budget and obtain contractors' bids for repair and maintenance of the improvements described in the Declaration of Covenants for Trails West Subdivision.
- (d) To take appropriate legal action to collect delinquent assessments, to file a lien against any home having delinquent assessments, and to levy approved late fees and interest.
- (e) To enter into and carry out contracts as necessary to its duties herein.
- (f) To establish a bank account for this Association and to keep records in accordance with common accounting procedures.
- (g) To elect and remove officers of this Association



and to employ and pay a Secretary-Treasurer.

- (h) To enforce the provisions of the Declaration of Covenants for Trails West Subdivision and these Bylaws by appropriate action.
- (i) To send written notice of any change in the regular assessments and written notice of any special assessment to each owner at least 30 days before its due date.
- (j) To record and foreclose a lien against any home for unpaid assessments or other monies owed the Association by an owner or to bring an action at law against the owner personally obligated to pay the same.
- (k) To adopt a schedule of late payment fees, with consent of 75% of the members entitled to vote.
- (l) To procure and maintain insurance required or authorized to be purchased by the Association.
- (m) To pay all debts of the Association.
- (n) To file annual corporate reports with the Montana Secretary of State and to pay the required fee.
- (o) To prepare income tax returns for the Association, if required by state or federal law, and to pay all taxes owed.
- (p) To provide any notices required by these Bylaws.
- (q) In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association or to an independent contractor or agent.
- (r) To supervise all officers, agents, and employees of the Association to ensure that they properly perform their duties.

15. Resignation and Removal of Directors. Any Director may be removed from office by the majority vote of the unit owners of the class electing the Director. In the event of resignation or removal of a Director, the vacancy shall be filled at a special meeting of the Members of the class which elect that Director, or by written ballot circulated among the Members of that class, in the manner provided for the



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election of Directors, with the person so elected serving the balance of the unexpired term.

16. **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 calendar year. Notice of such regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, facsimile or e-mail, at least three days prior to the date of such meeting. If notice is given by e-mail, the Association shall maintain a record of all e-mails sent.

17. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on ten days notice to each Director, given personally or by mail, telephone, facsimile or e-mail, which notice shall state the time, date, place and purpose of the meeting.

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

19. **Proxies.** Only Directors will be allowed an official vote at Directors' meetings. No Director may authorize another person to act on the Director's behalf at Directors' Meetings.

20. **Telephone Meetings.** Directors may have telephone meetings so long as all Directors are present or are given the opportunity to be present, and so long as each Director is able to speak to and be heard by the others.

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, and shall continue in office at the pleasure of the Board. The Board may elect themselves as Officers. The President and Vice President shall be members of this Association; the Secretary-Treasurer need not be a member of this 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 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, shall be filled by the Board of Directors.

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 shall have all the powers of, and 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 other depository as the Board of Directors may designate. The Secretary-Treasurer shall 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 accurate books of account of all its business and transactions and shall at all reasonable hours, with reasonable advance notice, exhibit books and accounts to any Director or Member of this Association. The records of the



Association shall be kept at the principal office of the Association. The Secretary-Treasurer shall provide a copy of any corporate documents to a member upon request; the cost of copying shall be paid by the requesting member. 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 duties incident to the office of Secretary-Treasurer.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

29. **Contracts and Instruments.** The President or Vice-President shall sign 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 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, 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 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.** The provisions of these Bylaws may be altered or amended by affirmative vote of 75% of the members entitled to vote in Class "A" and 75% of the Members entitled to vote in Class "D".




34. **Expulsion of Members.** Members may not be expelled from this Association and their voting rights cannot be canceled so long as the Member owns any of the Lots. No member may withdraw from this Association so long as that member owns a lot.

35. **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.

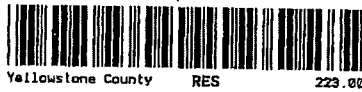
36. **Dissolution.** This Association may be dissolved only if maintenance and repair of all of the subdivision improvements and ownership of the detention pond lot and entry park lots is assumed by some other entity. In the event of dissolution of this Association, the funds of this Association shall be divided equally among its members, after payment of all debts of this Association.

BYLAWS DATED November 23rd, 2010.


Richard A. Dorn, Director


Rod Wilson, Director


Mike Stock, Director



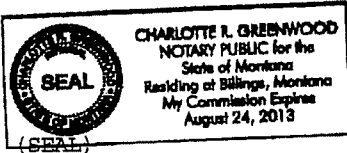
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Yellowstone County RES 223.00

STATE OF MONTANA)
 : ss.
County of Yellowstone)

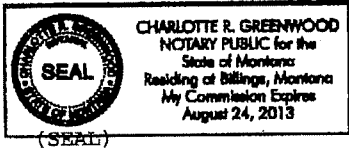
This instrument was acknowledged before me on November 18, 2010, by RICHARD A. DORN, a Director of Trails West Homeowners Association, Inc.



Charlotte R. Greenwood
Charlotte R. Greenwood
(print in black ink or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires August 24, 2013

STATE OF MONTANA)
 : ss.
County of Yellowstone)

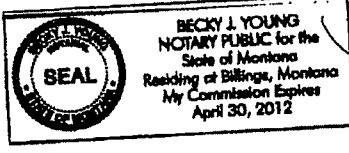
This instrument was acknowledged before me on November 18, 2010, by ROD WILSON, a Director of Trails West Homeowners Association, Inc.



Charlotte R. Greenwood
Charlotte R. Greenwood
(print in black ink or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires August 24, 2013

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on November 18, 2010, by MIKE STOCK a Director of Trails West Homeowners Association, Inc.



Becky J. Young
Becky J. Young
(print in black ink or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires April 30, 2012

(SEAL)

After recording, please return to:
Reneé L. Coppock
Crowley Fleck PLLP
P.O. Box 2529
Billings, MT 59103-2529

RES

3689897

11/12/2013 11:22 AM Pages: 1 of 7 Fees: 49.00
Jeff Martin Clerk & Recorder, Yellowstone MT



**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PART OF
TRAILS WEST SUBDIVISION, FIRST FILING**

This First Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing (this "*Amendment*"), is executed as of November 11, 2013, by Trails West Development, LLC, as owner and developer; Trails West Homes, LLC, as owner and developer; Douglas D. Frank, as owner; Deborah Faye Frank, as owner; Ronald E. Frank, as owner; and Dorn-Wilson Development, LLC.

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, dated November 23, 2010, was recorded with the Yellowstone County Clerk and Records Office on December 1, 2010, under Document No. 3571698 (the "*Covenants*") and encumbers and affects the following real property located in Trails West Subdivision, First Filing, Yellowstone County, Montana (the "Lots"):

Lots 2-20 inclusive, Block 1
Lots 1-17 inclusive, Block 2
Lots 1-8 inclusive, Block 3
Lots 1-8 inclusive, Block 4
Lots 1-8 inclusive, Block 5
Lots 1-8 inclusive, Block 6
Lots 1-4 inclusive, Block 7

All in TRAILS WEST SUBDIVISION, First Filing, in the City of Billings, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3556257.

WHEREAS, pursuant to the Covenants, Trails West Development, LLC ("*Trails West Development*") is the Developer under the Covenants and has all of the requisite power to amend the Covenants and to subject additional lots to the provisions thereof.

RES

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11/12/2013 11:22 AM Pages: 2 of 7 Fees: 49.00
Jeff Martin Clerk & Recorder, Yellowstone MT



WHEREAS, Trails West Development and Dorn-Wilson Development, LLC ("***Dorn-Wilson Development***") have all of the requisite power to otherwise amend the Covenants without the consent of any other owner, as set forth in Section 9 of the Covenants.

WHEREAS, the undersigned desire to amend the Covenants according to the terms set forth herein.

NOW, THEREFORE, the Declarant hereby amends the Covenants as follows:

SECTION 1. Amendments.

1.01 The title of the Covenants is hereby amended and restated and shall hereinafter read as follows:

"First Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing and Second Filing."

1.02 The description of "Developer" set forth in the recitals of the Covenants is hereby amended and restated to hereinafter refer to "Trails West Homes, LLC", as "Developer". All references to "Developer" throughout the Covenants shall hereafter mean Trails West Homes, LLC, which hereby assumes all rights and obligations of the Developer set forth in the Covenants.

1.03 The description of "Lots" set forth in the recitals of the Covenants is hereby amended to include the following lots of the Trails West Subdivision, Second Filing, in addition to the Lots already provided therein and such Lots shall hereinafter be subject to the Covenants:

Lots 21-27 inclusive, Block 1
Lots 18-41 inclusive, Block 2
Lots 5-8 inclusive, Block 7
Lots 1-16 inclusive, Block 8
Lots 1-8 inclusive, Block 9
Lot 1 inclusive, Block 13
Lots 1-5, 18 inclusive, Block 15
Lots 1 and 16 inclusive, Block 16
Lots 1 and 16 inclusive, Block 19
Lots 1, 8-14 inclusive, Block 20
Lot 1, Block 21

All in TRAILS WEST SUBDIVISION, Second Filing, in the City of Billings, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3674106.

1.04 The last paragraph of Section 9 is hereby amended and restated in its entirety to read as follows:

"Without the consent of any other owner or Lender, TRAILS WEST HOMES, LLC and DORN-WILSON DEVELOPMENT, LLC shall also have the right to: (i) amend these

RES

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11/12/2013 11:22 AM Pages: 3 of 7 Fees: 49.00
Jaff Martin Clerk & Recorder, Yellowstone MT



Covenants and the attached Bylaws and (ii) add additional improvements to the Lots subject to these Covenants, to be maintained by all homeowners.”

SECTION 2. Miscellaneous.

2.01 All terms and conditions of the Covenants not specifically amended herein shall remain in full force and effect.

2.02 Any reference to “Declaration” or “Covenants” within the Covenants shall include this First Amendment.

2.03 Section headings in this Amendment are for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

IN WITNESS WHEREOF, the undersigned hereby execute this Amendment as of the date first set forth above.

TRAILS WEST DEVELOPMENT, LLC,
a Montana limited liability company

DORN-WILSON DEVELOPMENT, LLC, Member


By: ROD WILSON AND CO., INC., Member

By 
Rod Wilson, President

By: DORN PROPERTY, LLC, Member

By 
Richard A. Dorn, Managing Member

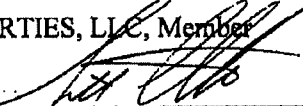
STOCK LAND PROPERTIES, INC., Member

By 
Michael D. Stock, President

CM VENTURES, LLC, Member

By 
Kevin McGovern, Member

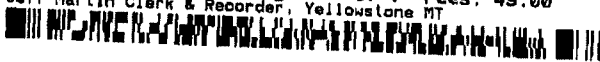
LC PROPERTIES, LLC, Member

By 
Scott Chester, Member

RES


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11/12/2013 11:22 AM Pages: 4 of 7 Fees: 49.00
Jeff Martin Clerk & Recorder, Yellowstone MT



DORN-WILSON DEVELOPMENT, LLC,
a Montana limited liability company

By: ROD WILSON AND CO., INC., Member

By: 
Rod Wilson, President

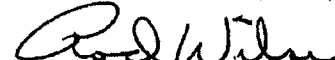
By: DORN PROPERTY, LLC, Member

By: 
Richard A. Dorn, Managing Member


TRAILS WEST HOMES, LLC,
a Montana limited liability company

DORN-WILSON DEVELOPMENT, LLC, Member

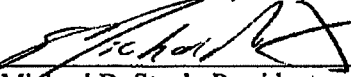
By: ROD WILSON AND CO., INC., Member

By: 
Rod Wilson, President

By: DORN PROPERTY, LLC, Member

By: 
Richard A. Dorn, Managing Member

STOCK LAND PROPERTIES, INC., Member

By: 
Michael D. Stock, President


DOUGLAS D. FRANK

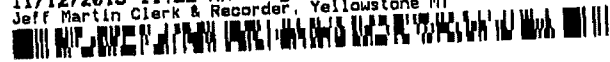

DEBORAH FAYE FRANK


RONALD E. FRANK

RES

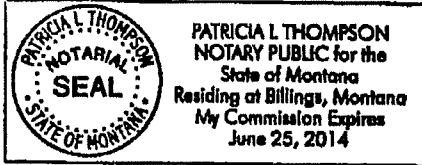
3689897

11/12/2013 11:22 AM Pages: 5 of 7 Fees: 49.00
Jeff Martin Clerk & Recorder, Yellowstone MT



STATE OF MONTANA)
 : SS
County of Yellowstone)

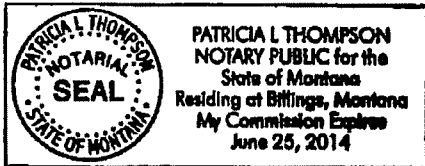
This instrument was signed and acknowledged before me on NOVEMBER 8, 2013, by ROD WILSON as President of Rod Wilson and Co. Inc., Member of Trails West Development, LLC; Dorn-Wilson Development, LLC; and Trails West Homes, LLC.



Patricia L. Thompson
Print Name: PATRICIA L. THOMPSON
Notary Public for the State of Montana
Residing at: BILLINGS, MONTANA
Commission expires: 06-25-2014

STATE OF MONTANA)
 : SS
County of Yellowstone)

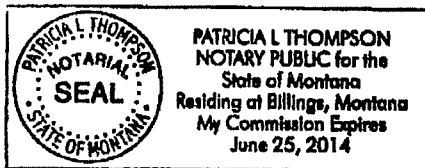
This instrument was signed and acknowledged before me on NOVEMBER 6, 2013, by RICHARD A. DORN, as Managing Member of Dorn Property, LLC, Member of Trails West Development, LLC; Dorn-Wilson Development, LLC; and Trails West Homes, LLC.



Patricia L. Thompson
Print Name: PATRICIA L. THOMPSON
Notary Public for the State of Montana
Residing at: BILLINGS, MONTANA
Commission expires: 06-25-2014

STATE OF MONTANA)
 : SS
County of Yellowstone)

This instrument was signed and acknowledged before me on NOVEMBER 5, 2013, by MICHAEL D. STOCK, as President of Stock Land Properties, Inc., Member of Trails West Development, LLC and Trails West Homes, LLC.



Patricia L. Thompson
Print Name: PATRICIA L. THOMPSON
Notary Public for the State of Montana
Residing at: BILLINGS, MONTANA
Commission expires: 06-25-2014

RES

3689897

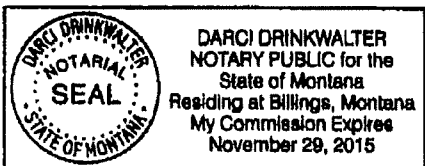
11/12/2013 11:22 AM Pages: 6 of 7 Fees: 49.00

Jeff Martin Clerk & Recorder, Yellowstone MT



STATE OF MONTANA)
 : SS
County of Yellowstone)

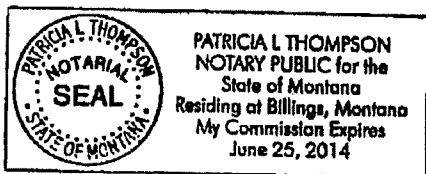
This instrument was signed and acknowledged before me on November 7, 2013, by KEVIN McGOVERN, as Member of CM Ventures, LLC, Member of Trails West Development, LLC.



Darcy Drinkwater
Print Name: Darcy Drinkwater
Notary Public for the State of Montana
Residing at: Billings, MT
Commission expires: Nov. 29, 2015

STATE OF MONTANA)
 : SS
County of YELLOWSTONE)

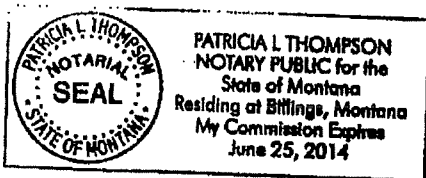
This instrument was signed and acknowledged before me on NOVEMBER 11, 2013, by SCOTT CHESTER, as Member of LC Properties, LLC, Member of Trails West Development, LLC.



Patricia L. Thompson
Print Name: PATRICIA L. THOMPSON
Notary Public for the State of Montana
Residing at: BILLINGS, MONTANA
Commission expires: 06-25-2014

STATE OF MONTANA)
 : SS
County of Yellowstone)

This instrument was signed and acknowledged before me on NOVEMBER 7, ²⁰¹³ by DOUGLAS D. FRANK.



Patricia L. Thompson
Print Name: PATRICIA L. THOMPSON
Notary Public for the State of Montana
Residing at: BILLINGS, MONTANA
Commission expires: 06-25-2014

RES

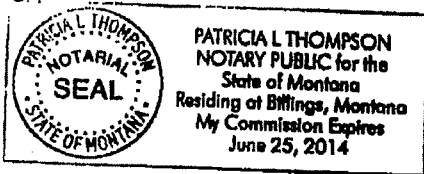
3689897

11/12/2013 11:22 AM Pages: 7 of 7 Fees: 49.00
Jeff Martin Clerk & Recorder, Yellowstone MT



STATE OF MONTANA)
)
County of Yellowstone)

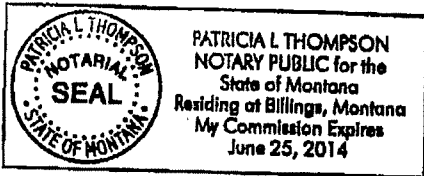
This instrument was signed and acknowledged before me on NOVEMBER 7, 2013 by
DEBORAH FAYE FRANK.



Patricia L. Thompson
Print Name: PATRICIA L. THOMPSON
Notary Public for the State of Montana
Residing at: BILLINGS, MONTANA
Commission expires: 06-25-2014

STATE OF MONTANA)
)
County of Yellowstone)

This instrument was signed and acknowledged before me on NOVEMBER 8, 2013 by
RONALD E. FRANK.



Patricia L. Thompson
Print Name: PATRICIA L. THOMPSON
Notary Public for the State of Montana
Residing at: BILLINGS, MONTANA
Commission expires: 06-25-2014

After recording, please return to:
Reneé L. Coppock
Crowley Fleck PLLP
P.O. Box 2529
Billings, MT 59103-2529

RES

3814858

05/26/2017 11:02 AM Pages: 1 of 4 Fees: 28.00
Jeff Martin Clerk & Recorder, Yellowstone MT



**SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PART OF
TRAILS WEST SUBDIVISION, FIRST FILING AND SECOND FILING**

This Second Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing and Second Filing ("*Amendment*"), is executed as of May 26, 2017, by Trails West Homes, LLC, as owner and developer.

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, dated November 23, 2010, was recorded with the Yellowstone County Clerk and Records Office on December 1, 2010, under Document No. 3571698 (as amended, "*Covenants*"), and encumbers and affects the following real property located in Trails West Subdivision, First Filing, Yellowstone County, Montana ("*First Lots*"):

- Lots 2-20 inclusive, Block 1
- Lots 1-17 inclusive, Block 2
- Lots 1-8 inclusive, Block 3
- Lots 1-8 inclusive, Block 4
- Lots 1-8 inclusive, Block 5
- Lots 1-8 inclusive, Block 6
- Lots 1-4 inclusive, Block 7

All in TRAILS WEST SUBDIVISION, First Filing, in the City of Billings, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3556257.

WHEREAS, the First Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, dated November 11, 2013, was recorded November 12, 2013, under Document #3689897, and in addition to the above-referenced Lots, encumbers and affects the following real property located in Trails West Subdivision, Second Filing, Yellowstone County, Montana (together with the First Lots, "*Lots*"):

Lots 21-27 inclusive, Block 1
Lots 18-41 inclusive, Block 2
Lots 5-8 inclusive, Block 7
Lots 1-16 inclusive, Block 8
Lots 1-8 inclusive, Block 9
Lot 1 inclusive, Block 13
Lots 1-5, 18 inclusive, Block 15
Lots 1 and 16 inclusive, Block 16
Lots 1 and 16 inclusive, Block 19
Lots 1, 8-14 inclusive, Block 20
Lot 1, Block 21

RES **3814858**
05/26/2017 11:02 AM Pages: 2 of 4 Fees: 28.00
Jeff Martin Clerk & Recorder, Yellowstone MT

All in TRAILS WEST SUBDIVISION, Second Filing, in the City of Billings, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3674106.

WHEREAS, pursuant to the Covenants, Trails West Homes, LLC ("*Trails West Homes*") is the Developer and has all of the requisite power to amend the Covenants and to subject additional lots to the provisions thereof.

WHEREAS, Trails West Homes as owner and Developer of the Lots described in Section 1.02 below has all of the requisite power to amend the Covenants without the consent of any other party, as set forth in Section 9 of the Covenants.

WHEREAS, the undersigned desires to amend the Covenants according to the terms set forth herein.

NOW, THEREFORE, the Declarant hereby amends the Covenants as follows:

SECTION 1. Amendments.

1.01 The title of the Covenants is hereby amended and restated and shall hereinafter read as follows:

"Second Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, Second Filing and Third Filing."

1.02 The description of "Lots" set forth in the recitals of the Covenants is hereby amended to include the following lots of the Trails West Subdivision, Second Filing, in addition to the Lots already provided therein and such Lots shall hereinafter be subject to the Covenants:

Block 13: Lots 2, 3, 5, 6, 7, 8 and 9
Block 16: Lots 9, 10, 11, 12, 13, 14 and 15
Block 17: Lots 5, 6, 7 and 8
Block 18: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10
Block 19: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15
Block 20: Lots 2, 3, 4, 5, 6 and 7
Block 21: Lots 2, 3 and 4

RES

3814858

05/28/2017 11:02 AM Pages: 3 of 4 Fees: 28.00
Jeff Martin Clerk & Recorder, Yellowstone MT



All in TRAILS WEST SUBDIVISION, Third 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 #3783619.

1.03 The last paragraph of Section 9 is hereby amended and restated in its entirety to read as follows:

“Without the consent of any other owner or Lender, TRAILS WEST HOMES, LLC shall also have the right to: (i) amend these Covenants and the attached Bylaws and (ii) add additional improvements to the Lots subject to these Covenants, to be maintained by all homeowners.”

SECTION 2. Miscellaneous.

2.01 All terms and conditions of the Covenants not specifically amended herein shall remain in full force and effect.

2.02 Any reference to “Declaration” or “Covenants” within the Covenants shall include this Second Amendment.

2.03 Section headings in this Amendment are for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

IN WITNESS WHEREOF, the undersigned hereby execute this Amendment as of the date first set forth above.

TRAILS WEST HOMES, LLC,
a Montana limited liability company

DORN-WILSON DEVELOPMENT, LLC, Member

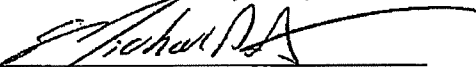
By: ROD WILSON AND CO., INC., Member

By 
Rod Wilson, President

By: DORN PROPERTY, LLC, Member

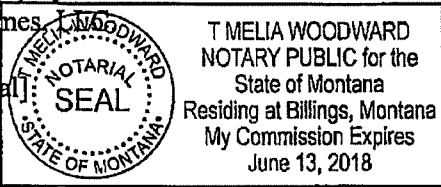
By 
Richard A. Dorn, Managing Member

STOCK LAND PROPERTIES, INC., Member

By 
Michael D. Stock, President

STATE OF MONTANA)
) : ss
County of Yellowstone)

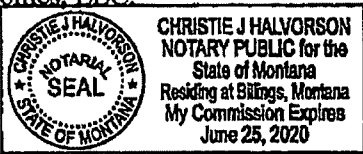
This instrument was signed and acknowledged before me on the 25 day of May, 2017, by ROD WILSON as President of Rod Wilson and Co. Inc., Member of Trails West Homes, LLC.

[Seal]  T MELIA WOODWARD
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 13, 2018

Melia Woodward

STATE OF MONTANA)
) : ss
County of Yellowstone)

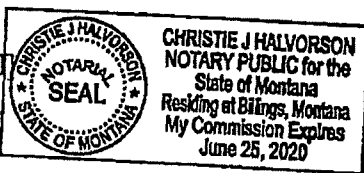
This instrument was signed and acknowledged before me on / the 25th day of May, 2017, by RICHARD A. DORN, as Managing Member of Dorn Property, LLC, Member of Trails West Homes, LLC.

[Seal]  CHRISTIE J HALVORSON
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 25, 2020

Christie J. Halvorson

STATE OF MONTANA)
) : ss
County of Yellowstone)

This instrument was signed and acknowledged before me on / the 25th day of May, 2017, by MICHAEL D. STOCK, as President of Stock Land Properties, Inc., Member of Trails West Homes, LLC.

[Seal]  CHRISTIE J HALVORSON
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 25, 2020

Christie J. Halvorson

After recording, please return to:
Reneé L. Coppock
Crowley Fleck PLLP
P.O. Box 2529
Billings, MT 59103-2529

RES

3814858

05/26/2017 11:02 AM Pages: 1 of 4 Fees: 28.00
Jeff Martin Clerk & Recorder, Yellowstone MT



**SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PART OF
TRAILS WEST SUBDIVISION, FIRST FILING AND SECOND FILING**

This Second Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing and Second Filing ("*Amendment*"), is executed as of May 26, 2017, by Trails West Homes, LLC, as owner and developer.

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, dated November 23, 2010, was recorded with the Yellowstone County Clerk and Records Office on December 1, 2010, under Document No. 3571698 (as amended, "*Covenants*"), and encumbers and affects the following real property located in Trails West Subdivision, First Filing, Yellowstone County, Montana ("First Lots"):

Lots 2-20 inclusive, Block 1
Lots 1-17 inclusive, Block 2
Lots 1-8 inclusive, Block 3
Lots 1-8 inclusive, Block 4
Lots 1-8 inclusive, Block 5
Lots 1-8 inclusive, Block 6
Lots 1-4 inclusive, Block 7

All in TRAILS WEST SUBDIVISION, First Filing, in the City of Billings, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3556257.

WHEREAS, the First Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, dated November 11, 2013, was recorded November 12, 2013, under Document #3689897, and in addition to the above-referenced Lots, encumbers and affects the following real property located in Trails West Subdivision, Second Filing, Yellowstone County, Montana (together with the First Lots, "*Lots*"):

Lots 21-27 inclusive, Block 1
Lots 18-41 inclusive, Block 2
Lots 5-8 inclusive, Block 7
Lots 1-16 inclusive, Block 8
Lots 1-8 inclusive, Block 9
Lot 1 inclusive, Block 13
Lots 1-5, 18 inclusive, Block 15
Lots 1 and 16 inclusive, Block 16
Lots 1 and 16 inclusive, Block 19
Lots 1, 8-14 inclusive, Block 20
Lot 1, Block 21

RES

3814858

05/26/2017 11:02 AM Pages: 2 of 4 Fees: 28.00
Jeff Martin Clerk & Recorder, Yellowstone MT



All in TRAILS WEST SUBDIVISION, Second Filing, in the City of Billings, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3674106.

WHEREAS, pursuant to the Covenants, Trails West Homes, LLC ("*Trails West Homes*") is the Developer and has all of the requisite power to amend the Covenants and to subject additional lots to the provisions thereof.

WHEREAS, Trails West Homes as owner and Developer of the Lots described in Section 1.02 below has all of the requisite power to amend the Covenants without the consent of any other party, as set forth in Section 9 of the Covenants.

WHEREAS, the undersigned desires to amend the Covenants according to the terms set forth herein.

NOW, THEREFORE, the Declarant hereby amends the Covenants as follows:

SECTION 1. Amendments.

1.01 The title of the Covenants is hereby amended and restated and shall hereinafter read as follows:

"Second Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, Second Filing and Third Filing."

1.02 The description of "Lots" set forth in the recitals of the Covenants is hereby amended to include the following lots of the Trails West Subdivision, Second Filing, in addition to the Lots already provided therein and such Lots shall hereinafter be subject to the Covenants:

Block 13: Lots 2, 3, 5, 6, 7, 8 and 9
Block 16: Lots 9, 10, 11, 12, 13, 14 and 15
Block 17: Lots 5, 6, 7 and 8
Block 18: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10
Block 19: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15
Block 20: Lots 2, 3, 4, 5, 6 and 7
Block 21: Lots 2, 3 and 4



All in TRAILS WEST SUBDIVISION, Third 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 #3783619.

1.03 The last paragraph of Section 9 is hereby amended and restated in its entirety to read as follows:

“Without the consent of any other owner or Lender, TRAILS WEST HOMES, LLC shall also have the right to: (i) amend these Covenants and the attached Bylaws and (ii) add additional improvements to the Lots subject to these Covenants, to be maintained by all homeowners.”

SECTION 2. Miscellaneous.

2.01 All terms and conditions of the Covenants not specifically amended herein shall remain in full force and effect.

2.02 Any reference to “Declaration” or “Covenants” within the Covenants shall include this Second Amendment.

2.03 Section headings in this Amendment are for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

IN WITNESS WHEREOF, the undersigned hereby execute this Amendment as of the date first set forth above.

TRAILS WEST HOMES, LLC,
a Montana limited liability company

DORN-WILSON DEVELOPMENT, LLC, Member

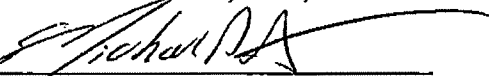
By: ROD WILSON AND CO., INC., Member

By 
Rod Wilson, President

By: DORN PROPERTY, LLC, Member

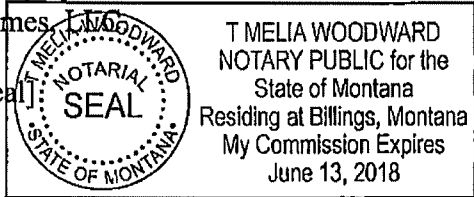
By 
Richard A. Dorn, Managing Member

STOCK LAND PROPERTIES, INC., Member

By 
Michael D. Stock, President

STATE OF MONTANA)
) : ss
County of Yellowstone)

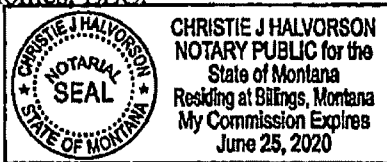
This instrument was signed and acknowledged before me on the 25 day of May, 2017, by ROD WILSON as President of Rod Wilson and Co. Inc., Member of Trails West Homes, LLC.



Melia Woodward

STATE OF MONTANA)
) : ss
County of Yellowstone)

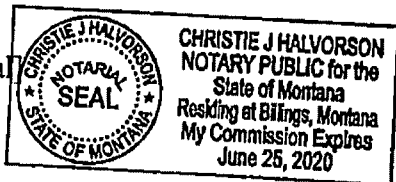
This instrument was signed and acknowledged before me on the 25th day of May, 2017, by RICHARD A. DORN, as Managing Member of Dorn Property, LLC, Member of Trails West Homes, LLC.



Christie J. Halvorson

STATE OF MONTANA)
) : ss
County of Yellowstone)

This instrument was signed and acknowledged before me on the 25th day of May, 2017, by MICHAEL D. STOCK, as President of Stock Land Properties, Inc., Member of Trails West Homes, LLC.



Christie J. Halvorson

After recording, please return to:
Reneé L. Coppock
Crowley Fleck PLLP
P.O. Box 2529
Billings, MT 59103-2529

Originally eRecorded 04-06-2021 as Doc #3966973 without page 3.
It is now included with this filing.

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PART OF TRAILS WEST SUBDIVISION,
FIRST FILING, SECOND FILING, THIRD FILING AND FOURTH FILING**

This Fourth Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, Second Filing, Third Filing and Fourth Filing ("*Amendment*") is executed as of the 30th day of March, 2021 by Dorn-Wilson Development, I.I.C ("Owner"), and Trails West Homes, LLC ("*Developer*"), both with a mailing address of 825 North Fork Trail, Billings, Montana 59106.

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, dated November 23, 2010, was recorded with the Yellowstone County Clerk and Recorders Office on December 1, 2010, under Document No. 3571698 (as amended, "*Covenants*").

WHEREAS, the First Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, dated November 11, 2013, was recorded November 12, 2013, under Document #3689897.

WHEREAS, the Second Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing and Second Filing, dated May 25, 2017, was recorded May 26, 2017, under Document #3814858.

WHEREAS, the Third Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, Second Filing and Third Filing, dated May 9, 2019, was recorded on July 12, 2019, under Document #3888514.

WHEREAS, the Covenants encumber and affect the following real property located in Trails West Subdivision, First Filing, Second Filing and Third Filing, Yellowstone County, Montana ("*Property*"):

Lots 2-20 inclusive, Block 1
Lots 1-17 inclusive, Block 2

Lots 1-8 inclusive, Block 3

Lots 1-8 inclusive, Block 4

Lots 1-8 inclusive, Block 5

Lots 1-8 inclusive, Block 6

Lots 1-4 inclusive, Block 7

All in TRAILS WEST SUBDIVISION, First Filing, in the City of Billings, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3556257.

Lots 21-27 inclusive, Block 1

Lots 18-41 inclusive, Block 2

Lots 5-8 inclusive, Block 7

Lots 1-16 inclusive, Block 8

Lots 1-8 inclusive, Block 9

Lot 1 inclusive, Block 13

Lots 1-5, 18 inclusive, Block 15

Lots 1 and 16 inclusive, Block 16

Lots 1 and 16 inclusive, Block 19

Lots 1, 8-14 inclusive, Block 20

Lot 1, Block 21

All in TRAILS WEST SUBDIVISION, Second Filing, in the City of Billings, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3674106.

Block 13: Lots 2, 3, 5, 6, 7, 8 and 9

Block 16: Lots 9, 10, 11, 12, 13, 14 and 15

Block 17: Lots 5, 6, 7 and 8

Block 18: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10

Block 19: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15

Block 20: Lots 2, 3, 4, 5, 6 and 7

Block 21: Lots 2, 3 and 4

All in TRAILS WEST SUBDIVISION, Third 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 #3783619.

WHEREAS, pursuant to the Covenants, Developer and has all of the requisite power to amend the Covenants and to subject additional lots to the provisions thereof.

WHEREAS, Owner and Developer of the Lots described in Section 1.02 below together have all of the requisite power to amend the Covenants without the consent of any other party, as set forth in Section 9 of the Covenants.

WHEREAS, the undersigned desire to amend the Covenants according to the terms set forth herein.

NOW, THEREFORE, Owner and Developer hereby amends the Covenants as follows:

SECTION 1. Amendments.

1.01 The title of the Covenants is hereby amended and restated and shall hereinafter read as follows:

“Second Amendment to Declaration of Covenants and Restrictions for Part of Trails West Subdivision, First Filing, Second Filing, Third Filing and Fourth Filing.”

1.02 The description of “Lots” set forth in the recitals of the Covenants is hereby amended to include the following lots of the Trails West Subdivision, Fourth Filing, in addition to the Lots already provided therein and such Lots shall hereinafter be subject to the Covenants:

- Block 13: Lots 10 and 11
- Block 14: Lots 5, 6, 7 and 8
- Block 15: Lots 10, 11, 12, 13, 14, 15, 16 and 17
- Block 16: Lots 2, 3, 4, 5, 6, 7 and 8
- Block 17: Lots 1, 2, 3 and 4

All in TRAILS WEST SUBDIVISION, Fourth 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 #3918301.

SECTION 2. Miscellaneous.

2.01 All terms and conditions of the Covenants not specifically amended herein shall remain in full force and effect.

2.02 Any reference to “Declaration” or “Covenants” within the Covenants shall include this Fourth Amendment.

2.03 Section headings in this Amendment are for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

IN WITNESS WHEREOF, the undersigned hereby execute this Third Amendment as of the date first set forth above.

“DEVELOPER”

TRAILS WEST HOMES, LLC,

DORN-WILSON DEVELOPMENT, LLC, Member

By: ROD WILSON AND CO., INC., Member

By: 

 Rod Wilson, President

By: DORN PROPERTY, LLC, Member

By Richard A. Dorn
Richard A. Dorn, Managing Member

STOCK LAND PROPERTIES, INC., Member

By Michael D. Stock
Michael D. Stock, President

“OWNER”

DORN-WILSON DEVELOPMENT, LLC

By: ROD WILSON AND CO., INC., Member

By Rod Wilson
Rod Wilson, President

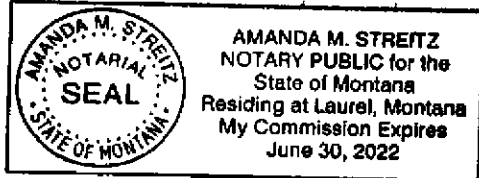
By: DORN PROPERTY, LLC, Member

By Richard A. Dorn
Richard A. Dorn, Managing Member

STATE OF MONTANA)
 : ss
County of Yellowstone)

This instrument was signed and acknowledged before me on the 26 day of March, 2021, by ROD WILSON as President of Rod Wilson and Co. Inc., as Member of Dorn-Wilson Development, LLC, Member of Trails West Homes, LLC.

[Seal]

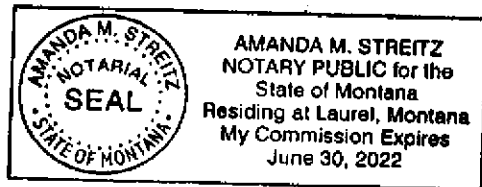


Amanda M. Streit

STATE OF MONTANA)
 : ss
County of Yellowstone)

This instrument was signed and acknowledged before me on the 26 day of March, 2021, by RICHARD A. DORN, as Managing Member of Dom Property, LLC, Member of Dorn-Wilson Development, LLC, Member of Trails West Homes, LLC.

[Seal]

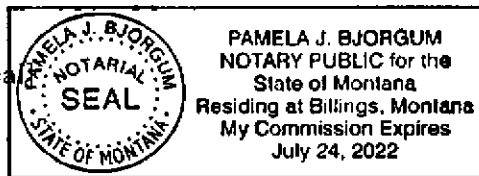


A handwritten signature in cursive script, appearing to read "Amanda M. Stretz", written over a horizontal line.

STATE OF MONTANA)
 : ss
County of Yellowstone)

This instrument was signed and acknowledged before me on the 30 day of March 2021, by MICHAEL D. STOCK, as President of Stock Land Properties, Inc., Member of Trails West Homes, LLC.

[Seal]



A handwritten signature in cursive script, appearing to read "P. Bjorgum", written over a horizontal line.