

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

**SUBDIVISION IMPROVEMENTS AGREEMENT  
COPPER RIDGE SUBDIVISION, FOURTH FILING  
CITY OF BILLINGS  
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Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

## SUBDIVISION IMPROVEMENTS AGREEMENT

### COPPER RIDGE SUBDIVISION, FOURTH FILING

**THIS AGREEMENT** is made and entered into this 13<sup>th</sup> day of August, 2012, by and between Copper Ridge Development Corp., whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

#### WITNESSETH:

**WHEREAS**, the preliminary plat of Copper Ridge Subdivision, Fourth 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 24<sup>th</sup> day of April, 2012, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Copper Ridge Subdivision, Fourth Filing, and

**WHEREAS**, at a regular meeting held on the 14<sup>th</sup> day of May, 2012, the City Council approved, subject to certain conditions, a preliminary plat of Copper Ridge Subdivision, Fourth 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 Copper Ridge Subdivision, Fourth 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.



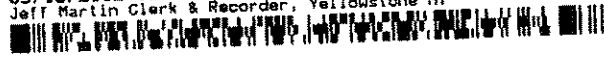
**THEREFORE, THE PARTIES TO THIS AGREEMENT,** for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows.

**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.** The Subdivider has retained an engineering firm to prepare a geotechnical analysis for this property. A copy of the entire geotechnical report prepared by Rimrock Engineering dated February 28, 2012, is available for review at the City Building and/or Planning Division offices. Owners and homebuilders are encouraged to review this report in its entirety and follow recommendations therein. General geotechnical recommendations from that report are as follows:
- Spread footing foundations bearing on over-excavated and recompacted structural fill can be used. Over-excavation should consist of two feet in depth and two feet laterally beyond the foundation.
  - Structural fill consisting of medium dense to dense gravels are required for over-excavation underlain by geotextile fabric such as Mirafi HP370 or Tensar GT-3x3HF prior to placing structural fill. Existing soils at foundation levels are not capable of meeting requirements for structural fill.
  - If shale bedrock is encountered at footing elevation, the entire building envelope should be over-excavated by one foot prior to placing structural fill. The weathered shale will not require the geotextile fabric.
  - Exterior footings should be embedded a minimum of 42 inches below the lowest adjacent exterior finished grade for frost protection and confinement.



- Compaction requirements for various elements of construction are listed in the geotechnical report.
- Allowable bearing capacity on over-excavated and replaced compacted granular structural fill is 2,000 pounds per square foot with estimated settlements of ¾- to 1-inch.
- Final elevations at each home site should be planned so that drainage is directed away from all foundations. The underlying soils on this site are hydro-collapsible and care needs to be taken to keep site drainage and landscaping water away from foundation soils. Landscaping plants should not be placed within three feet of exterior foundations.

A copy of the entire geotechnical report is available for review at the City Building and/or Planning Division offices. If the foundation type or loading is different than indicated in the said report, Rimrock Engineering should be notified prior to construction and provided an opportunity to modify recommendations as needed.

- C. Lot owners should be aware that there is a fully operational Petroleum Products pipeline located within this subdivision, primarily within the park that traverses through the subdivision. At times it may be necessary for the pipeline company to inspect, test, and maintain this pipeline. These activities could include the excavation, repair, and replacement of the pipeline.
- D. Lot owners should be aware that there is a Declaration of Restrictions and Protective Covenants recorded in conjunction with this subdivision, which outlines additional requirements specific to this subdivision design.
- E. 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 the Fourth Filing.
- F. Lot owners shall be advised that land in proximity to the northern boundary of Copper Ridge Subdivision is a right-of-way owned by the Burlington Northern Santa Fe Railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in the subdivision. This activity is protected by state law and can be expected to continue indefinitely. Subdivider, for itself and all successor owners of property within Copper Ridge Subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway, acknowledges that the railroad right-of-way is private property,

and further acknowledges that Copper Ridge Subdivision and successor owners of lots within the subdivision have an affirmative duty to stay off the Burlington Northern Santa Fe Railroad property and to keep children, guests, and invitees off the property.

- G. Lot owners shall be advised that water distribution system pressure may fall below the generally accepted minimum pressure at home fixtures on some lots within the subdivision. Assessment and mitigation, if required, of these conditions, including potential installation of booster pumping units on individual homes, shall be the responsibility of the lot owner.
- H. 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.
- I. 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.
- J. 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 28-401, BMCC and detailed in the Billings Stormwater Management Manual.
- K. 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, Section 28-401, BMCC and the Billings Stormwater Management Manual.



### **III. TRANSPORTATION**

#### **A. Streets**

Lucky Penny Lane and East Copper Ridge Loop shall be 34 feet back of curb to back of curb. 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 Building Code.

#### **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.

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. Some areas of boulevard sidewalks will run outside of the public rights-of-way and will be within easements as shown on the final plat of Copper Ridge Subdivision, Fourth Filing.

#### **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 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.



A cash contribution of \$10,015.38 was made at the time of final plat filing for First Filing for future intersection improvements at 62nd Street West and Rimrock Road, which was 78/338ths of the subdivision contribution or \$128.40 per lot. An additional \$33,384.60 cash contribution was made at the time of final plat filing for the Second Filing, which is 260/338ths of the total subdivision contribution. An additional contribution in the amount of \$2,311.20 was made at the time of final plat filing for the Third Filing, which is 278/338ths of the total subdivision contribution. An additional contribution in the amount of \$3,210.06 will be made at the time of final plat filing for Fourth Filing, which is 303/338ths of the total subdivision contribution. Total contribution is \$48,921.24.

**E. Access**

Access will be provided for the subdivision from the existing terminus of Lucky Penny Lane with Copper Ridge Subdivision, Third Filing, and East Copper Ridge Loop from Copper Ridge Subdivision, Second Filing. Lucky Penny Lane will be looped and connect to East Copper Ridge Loop. Location of these accesses shall be subject to review and approval by the City Engineering office.

**F. 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.

**IV. EMERGENCY SERVICES**

Access is provided to this subdivision from two locations off Rimrock Road. It is anticipated this subdivision will be constructed in one phase. The Copper Ridge Subdivision, Fourth Filing, will complete a street connection between Lucky Penny Lane and East Copper Ridge Loop. 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 Section 23-407, BMCC, and the provisions of the City of Billings Stormwater Management Manual, February 2011. 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 and will be routed to an existing stormwater detention pond in the southern portion of Copper Ridge Subdivision. City and Subdivider previously agreed these ponds will be located in City of Billings park area and will be maintained by the City of Billings through the park maintenance district that has already been created. A discharge to Rimrock Road in accordance with the City of Billings Stormwater Management Manual shall be allowed. All stormwater facilities will be designed in accordance with the City of Billings Stormwater Management Manual and will be reviewed and approved by the City Engineering Department.

A Stormwater Design Report for all of Copper Ridge Subdivision has been previously submitted, reviewed, and approved with the private contract design documents for First Filing, along with grading and detention plans shown on the preliminary plat.

- A. Description and location of existing and proposed detention facilities: There are no existing detention facilities within Fourth Filing, but those facilities constructed within First Filing were sized in accordance with the design for the entire subdivision. New facilities will be constructed, if necessary, in the private contract for Fourth Filing and shall be landscaped swales integrated into the park landscaping in the park in Block 7, which



will be piped and overflow into the parks in Blocks 1 and 6 adjacent to Rimrock Road.

- B. Improvements to the existing system: There are no contemplated improvements to the existing system, but the subdivision may be required to participate in the costs of future area-wide storm drainage improvements, which requirement is hereby acknowledged and included in the Waiver attached hereto.

## **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 Lucky Penny Lane and also from an existing stub located in East Copper Ridge Loop. It is anticipated that the main will tie into the water main in East Copper Ridge Loop to 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.

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

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

**B. Sanitary Sewer**

Service to the subdivision will be from the existing sanitary sewer manhole located just north of the terminus of East Copper Ridge Loop constructed as part of Copper Ridge Subdivision, Second Filing, public improvements. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own service. 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.

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. All park land dedications were previously completed for the land area within Copper Ridge Subdivision, Fourth Filing, and no additional dedication is required.

#### **VIII. SOILS/GEOTECHNICAL STUDY**

The Subdivider has retained an engineering firm to prepare a geotechnical analysis for this property. A copy of the entire geotechnical report prepared by Rimrock Engineering dated February 28, 2012, is available for review at the City Building and/or Planning Division offices. Owners and homebuilders are encouraged to review this report in its entirety and follow recommendations therein. General geotechnical recommendations from that report are as follows:

- Spread footing foundations bearing on over-excavated and recompacted structural fill can be used. Over-excavation should consist of two feet in depth and two feet laterally beyond the foundation.
- Structural fill consisting of medium dense to dense gravels are required for over-excavation underlain by geotextile fabric such as Mirafi HP370 or Tensar GT-3x3HF prior to placing structural fill. Existing soils at foundation levels are not capable of meeting requirements for structural fill.
- If shale bedrock is encountered at footing elevation, the entire building envelope should be over-excavated by one foot prior to placing structural fill. The weathered shale will not require the geotextile fabric.
- Exterior footings should be embedded a minimum of 42 inches below the lowest adjacent exterior finished grade for frost protection and confinement.
- Compaction requirements for various elements of construction are listed in the geotechnical report.
- Allowable bearing capacity on over-excavated and replaced compacted granular structural fill is 2,000 pounds per square foot with estimated settlements of ¾- to 1-inch.
- Final elevations at each home site should be planned so that drainage is directed away from all foundations. The underlying soils on this site are hydro-collapsible and care needs to be taken to keep site drainage and landscaping water away from foundation soils. Landscaping plants should not be placed within 3 feet of exterior foundations.



**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, Distribution and Collection Division.

**X. 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.



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

"SUBDIVIDER"

COPPER RIDGE DEVELOPMENT CORP.

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

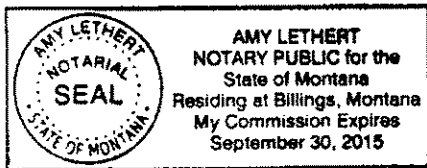
Its: \_\_\_\_\_

*[Signature]*  
Vice President

STATE OF MONTANA     )  
                                      : SS  
County of Yellowstone    )

On this 20<sup>th</sup> day of July, 2012, before me, a Notary Public in and for the State of Montana, personally appeared Sandy Deep, known to me to be the person who signed the foregoing instrument as the Vice President of **COPPER RIDGE DEVELOPMENT CORP.**, 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.



*Amy Lethert*  
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 13<sup>th</sup> day of August, 2012.

"CITY"

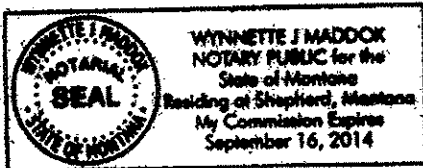
CITY OF BILLINGS, MONTANA

By: Thomas W. Hanel  
Mayor

Attest: Cari Martin  
City Clerk

STATE OF MONTANA     )  
                                          :SS  
County of Yellowstone     )

On this 4<sup>th</sup> day of September, 2012, 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:

Ment Brooks  
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:

Copper Ridge Subdivision, Fourth Filing

"SUBDIVIDER"

**COPPER RIDGE DEVELOPMENT CORP.**

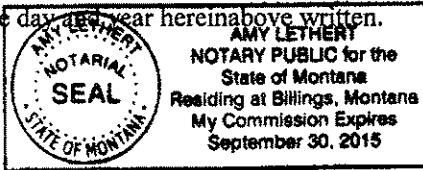
By: \_\_\_\_\_

Its: Vice President

STATE OF MONTANA     )  
                                      : ss  
County of Yellowstone    )

On this 20<sup>th</sup> day of July, 2012, before me, a Notary Public in and for the State of Montana, personally appeared Landy Deep, known to me to be the person who signed the foregoing instrument as the Vice President of **COPPER RIDGE DEVELOPMENT CORP.**, 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.



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

**RES****3638882**09/18/2012 01:33 PM Pages: 1 of 15 Fees: 105.00  
Jeff Martin Clerk & Recorder, Yellowstone MT

Return To:  
Copper Ridge Development Corp.  
175 North 27<sup>th</sup> Street, Suite 900  
Billings, Montana 59101

## **DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS**

WHEREAS, THE UNDERSIGNED is the owner of the following described real property located in the City of Billings, Yellowstone County, Montana, to-wit:

All of Copper Ridge Subdivision, Third and Fourth Filing, City of Billings, Yellowstone County, Montana, according to the plats on record in the office of the County Clerk and Recorder of Yellowstone County, Montana.

Whereas Copper Ridge Development Corp owns 100 % of the lots in the Copper Ridge Subdivision 3<sup>rd</sup> and 4<sup>th</sup> Filing as of September 14, 2012;

Now, therefore, in consideration of the premises, the undersigned hereby establish and declare the following restrictions and protective covenants, which shall be applicable to all of the above-described real estate unless otherwise stated below.

### **1. LOTS AFFECTED AND PERSONS BOUND**

- 1.1 The following-described lots constituting all the lots in Copper Ridge Subdivision, Third and Fourth Filing, Lots 20 through 25, inclusive, in Block 3; and Lots 49 through 59, inclusive, Block 4, Copper Ridge Subdivision 3<sup>rd</sup> Filing; Lots 13 through 19, inclusive, Block 3; Lots 32 through 48, inclusive, Block 4, Copper Ridge Subdivision 4<sup>th</sup> Filing, according to the aforesaid plats thereof filed in the office of the County Clerk of Yellowstone County, Montana, shall be subject to these covenants and restrictions, and said covenants and restrictions shall be for the benefit of the present owners of said lots, their heirs, executors, administrators, successors, and assigns.
- 1.2 All present and subsequent owners shall be held to agree and covenant each with the other and with their heirs, executors, administrators, successors, and assigns, to conform to and observe the herein set forth covenants, restrictions, and stipulations affecting the use of said lots and the construction of dwellings and improvements thereon.



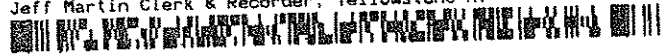
## 2. DEFINITIONS

As used herein, certain terms and words are defined as follows:

- 2.1 Accessory Building: A garage or permanent or portable yard shed, which is accessory to main dwelling unit.
- 2.2 Commercial Use: The wholesale or retail sale or rental of goods, as well as the providing of any service for which there is a charge or fee, but excluding home occupations (defined below), and the sale of lots or homes located within Copper Ridge Subdivision, Third and Fourth Filings.
- 2.3 Concept Development Plan: Copper Ridge Subdivision, Third and Fourth Filings were built using a "coved" design. In a coved subdivision, several of the physical characteristics of the property must be tightly controlled in order to attain the desired result of building a coved community. These variables consist of non-standard front setback lines, customized placement of public sidewalks on each lot, a standard fence requirement throughout the community, and predetermined locations of the driveway aprons. A copy of the overall Concept Development Plan is available by contacting the Copper Ridge Architectural Review Board.
- 2.4 Copper Ridge Architectural Review Board: (Hereinafter referred to as the Architectural Review Board), Composed of the members and managers of the Copper Ridge Development Corp. The Architectural Review Board was created to ensure all site location plans, construction drawings, specifications, and proposed dwellings coincide with the Concept Development Plan and with these Restrictions and Protective Covenants. The Architectural Review Board may be contacted at: 175 North 27th Street, Suite 900, Billings, Montana 59101. Contact phone number is 406/248-3641.
- 2.5 Declarant: COPPER RIDGE DEVELOPMENT CORP.
- 2.6 Dog Kennels: Dog kennels are not permitted.
- 2.7 Dwelling Unit: A structure or portion thereof designed for use as permanent living quarters, having sleeping, cooking, and complete sanitary facilities. (Manufactured, Mobile, and Move-on homes are not allowable Dwelling Units as defined herein.)



- 2.8 Home Occupation: Any occupational use customarily conducted entirely within a dwelling unit by the inhabitants thereof, which is clearly incidental and secondary to the use of the dwelling unit as living quarters and in connection with which there are: no commercial manufacturing of goods or products on the premises; no on-site employment of persons other than the residents of the dwelling unit; no generation of pedestrian or vehicle traffic beyond that customary and incidental to residential use of the dwelling unit; no use of commercial vehicles for deliveries to or from the dwelling unit other than mail and package delivery services; no signs or structures advertising the occupation; and no excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations: making clothing; giving music lessons; a sole practitioner for professional practice, such as accounting. The operation of a bed and breakfast inn or establishment is not a home occupation.
- 2.9 Improvement: Any dwelling unit, accessory building, fence, road, driveway, well, water line, sewer, drain field, utility, antenna, sign, or any other structure, whether above or below the surface.
- 2.10 Junk Vehicles(s): Any motor vehicle not in running condition or that is unlicensed or unregistered.
- 2.11 Lot: Any plat of land designated numerically and shown upon any recorded subdivision map of the property.
- 2.12 May: Permissive.
- 2.13 Manufactured Home or Mobile Home: Factory assembled structure or structures, equipped with the service connections necessary to be used as a dwelling unit, and constructed to be readily moveable as a unit or units either on its own running gear or other system. The construction of these units is regulated by the federal Manufactured Housing Construction and Safety Standards Act as determined by the Department of Housing and Urban Development (HUD), and the units are not constructed in accordance with the standards set forth in the Uniform Building Code, or International Residential/Building Code.
- 2.14 Move-on Home: Existing, older home that was either partially or wholly de-constructed in order to be moved and reassembled at a new location.
- 2.15 Owner: The legal title holders or contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to a lot and shall include the purchaser under a contract for deed. Owner does



not mean those persons or entities having an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of a lot for value, Owner shall mean the Declarant. Prior to such conveyance or contract sale, the Declarant shall have the right to retain such rights incidental to ownership hereunder as it may desire at its discretion.

- 2.16 Property or Properties: That certain real property hereinbefore described, together with such additional real property as may be subject to these Protective Covenants by subsequent declaration.
- 2.17 Replacement Home: Site-built structure designed primarily for human occupancy which is located on a permanent foundation within the subdivision to replace, supplement, supersede, or restore pre-existing site-built home that has been rendered uninhabitable because of fire, earth quake, or other man-made or natural occurrence that, in the opinion of the local building official, renders the dwelling uninhabitable and unfit for human habitation.
- 2.18 Residential Use: The occupying of dwelling unit for living purposes.
- 2.19 Setbacks: The horizontal distance required between a structure and the center of a road, lot line, live source of water or stream. This distance is to be measured at right angles to the road, property line, live source of water or stream.
- 2.20 Shall: Mandatory
- 2.21 Sign: Any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from the outside the structure in which it is situated, which identifies, advertises, displays, or otherwise attracts attention of either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing or happening of whatever nature, by any means, including words, letters, numerals, figures, designs, symbols, fixture, colors, mottos, illumination, projection, contrast, conspicuous, and the like.
- 2.22 Site Built Home: A new dwelling unit that is constructed in accordance with the standards set forth in the International Residential/Building Code and bearing the insignia of the state and are assembled on a permanent foundation.



- 2.23 Single Family: One or more persons living together as a single non-profit house-keeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune, and the like.
- 2.24 Structure: Any aboveground man-made improvement to real property.
- 2.25 Subdivision: Copper Ridge Subdivision Third and Fourth Filings, as shown on the plats recorded in the Office of the Clerk and Recorder, Yellowstone County, Montana.

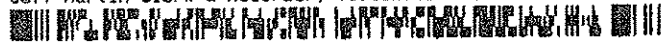
### 3. GENERAL PROVISIONS

#### Declaration.

- 3.1 Declarant hereby establishes that all of the foregoing real property is and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred subject to this Declaration of Restrictions and Protective Covenants.
- 3.2 All of the covenants, conditions, and restrictions set forth herein are referenced to ensure the best use and most appropriate development of the real property to protect the owner of lots against improper use of surrounding lots such as would depreciate the value of the real property; to preserve, insofar as is practical, the natural beauty of the real property; to provide for the highest and best use and development of the real property and to encourage and secure the orderly development of said real property.
- 3.3 All of the covenants, conditions and restrictions herein contained shall run with the real property for all purposes and shall be binding upon and inure to the benefit of Declarant, and all lot owners, occupants, and their successors-in-interest as set forth herein.

### 4. PROPERTY RIGHTS AND EASEMENTS

- 4.1 Utility Easement(s): Easements for drainage, electricity, telephone, lighting, water, sewer, cable television, United States Postal Services equipment, and other utilities, or any other service or utility as more particularly set forth on the plat of Copper Ridge Subdivision, Third and Fourth Filings, shall be and hereby are reserved. Additionally, lot owners should be aware of the petroleum products pipeline easement located within the First and Second Filings of this subdivision, primarily within the parks that transverse through the subdivision. At



times it may be necessary for the pipeline company to inspect, test, and maintain this pipeline.

4.2 Mail Delivery. United States Postal Service mail delivery will be made to centralized delivery locations. Centralized delivery locations shall consist of from 10 to 16 mailboxes per location. The general location of each centralized delivery location is indicated on the preliminary plat. Subdivider shall install the centralized boxes within the private contracts for each Phase.

4.3 Off-Street Parking: Each lot shall provide two concrete off-street driveway-type parking places, which shall extend from the paved street to the entrance of the garage. No gravel driveways or parking pads shall be permitted.

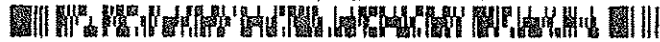
5. MINIMUM RESTRICTIONS ON BUILDING

5.1 Each lot, as above described, in said subdivision, shall be known as a residential lot and shall be used solely for single family residential purposes.

5.2 No structure shall be erected, altered, placed, or permitted upon any such residential lot, other than one detached single family dwelling not to exceed two stories in height, and a private attached garage for a minimum of two cars but not more than four cars; provided, however, that a room may be built over an attached garage; but in any case the roof pitch of the main part of the house and garage shall not be less than 5-inches rise to the foot nor exceed 12-inches rise to the foot. Unattached garage units may be allowed on a case-by-case request and with proper Architectural Review Board approval. Regardless of attached or unattached garages, all building and accessory buildings must meet the required City of Billings zoning requirements, in addition to receiving Architectural Review Board approval.

(A) Satellite Dishes and Television Antennas: All satellite systems, wireless DSL connections, or antennae of any kind, must meet the requirement of all applicable building codes and FCC regulations. Lot owners are encouraged to place satellite dishes and television antennas so as to be least obtrusive to adjoining lots and from the streets.

(B) No basement or portion thereof shall be converted or made into an apartment to be used for rental purposes.



- (C) No lot shall be subdivided for the purpose of constructing more than one single-family dwelling on any lot as platted, and each dwelling shall be located on a building site having at least an area equal to the area of the lot, as platted, on which the dwelling is located.
- (D) A maximum of one yard shed per lot may be allowed. The yard shed exterior finish, color, roof pitch and building materials must match the residential unit. Before constructing a yard shed, the lot owner must submit a site plan and exterior elevations to the Architectural Review Board for approval.
- 5.3 No trailer, basement, tent, shack, garage, or other outbuilding erected on said lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Additionally, the exterior of any building shall be finished in its entirety before it can be occupied.
- 5.4 All dwelling units constructed on the lots shall have a minimum of floor space enclosed within the perimeter of the exterior walls dependent upon the size of the lot, as follows:

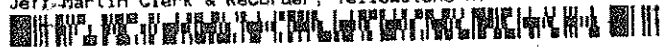
All dwelling units constructed on the lots shall be site-built homes and shall have a minimum of floor space enclosed within the perimeter of the exterior walls dependent upon the size of the Lot, as follows:

(A.) Lot sizes ranging from 7000 – 8500 square feet: In the case of a one-story dwelling, a minimum of 1100 square feet of floor space, and in the case of a two-story dwelling, a minimum of 900 square feet on the main level

(B). Lot sizes ranging from 8501 – 11,000 square feet: In the case of a one-story dwelling, a minimum of 1250 square feet of floor space, and in the case of a two-story dwelling, a minimum of 1000 square feet on the main level.

(C). Lot sizes ranging from 11,001 square feet and greater: In the case of a one-story dwelling, a minimum of 1350 square feet of floor space, and in the case of a two-story dwelling, a minimum of 1150 square feet on the main level.

The minimum square footage must be at or above grade, excluding basements, garages, porches, patios, terraces, and decks.



- 5.5 No construction equipment or materials of any nature may be moved onto a lot until within 30 days of the start of construction, and the dwelling shall have its exterior completed within one year from the time of starting.
- 5.6 All dwellings must be placed on a permanent foundation, and construction must comply with the International Residential Code and all applicable City of Billings building and zoning requirements.
- 5.7 All concrete structures and steps that protrude over three feet above the finished grade shall be placed on a footing.
- 5.8 Sidewalks: All sidewalks designed for Fire Department access within the Subdivision parks and sidewalks in the City of Billings park shall be installed within the private contract for Copper Ridge Subdivision, Third and Fourth Filings. The balance of all sidewalks within the Subdivision shall be (5) five-foot wide boulevard style, and shall be placed at the time that dwelling units are constructed on the lots, and shall be included in each building permit in conformance with the overall concept development plan. Public easements are provided on the plat for locations where the boulevard walk is located upon private property. Subdivider will install, within the private contract, corner intersection handicap ramps and aprons where required for the sidewalk development plan, and will grade all street frontages for the boulevard sidewalk finish grade.
- 5.9 Private driveways: All private driveways within the Subdivision shall be installed in conformance with the overall concept development plan. Driveways shall be located in the same location as shown on the concept development plan. Subdivider will install, within the private contract, a depressed curb head for the driveway approach in accordance with the concept plan. Any variation in the location of the driveway must be approved in writing by the Architectural Review Board, and any cost associated with the movement of the driveway location will be the responsibility of the lot owner. Construction specifications for the driveway shall meet all applicable City of Billings requirements.
- 5.10 The exterior siding of all residential and outbuilding structures shall consist of wood, wood products, or wood look-alike products, cement board siding, brick, stone, or simulated stone. Stucco or EFIS with a smooth or roughcast (pebble) finish is also permitted upon approval. No sheet or panel metal siding, cement block, vinyl siding or panel siding similar to T1-11 siding or plywood sheet siding is permitted. All



facades of a building shall be made of the same materials and similarly detailed.

- 5.11 Roofs shall be covered with shakes, tiles, or shingles, and no rolled roofing or metal roofing shall be allowed. No triple tab shingles will be allowed. Exposed aluminum or silver flashing around chimneys or roof valleys shall not be allowed unless colored, textured, or painted to match or complement the roof design and color. Rain gutters are allowed, provided the same are colored to match the trim or color of the roof. Steel galvanized gutters are not permitted.
- 5.12 The exterior colors of all structures shall be traditional colors, earth tones, pastels, white, or wood colors. No bright or shiny colors on exterior siding shall be allowed. For example, bright oranges, royal blues, pinks, purple, and like bright colors are not allowed. No overly dark colors on exterior siding shall be allowed. For example, very dark brown or black colors are not allowed. Lot owners shall have written approval from the Architectural Review Board of the exterior color before the exterior siding material is installed on the dwelling unit.
- 5.13 No mobile, manufactured homes, or move-on homes shall be allowed.
- 5.14 Building Orientation: The front of the dwelling unit, or garage, must be placed on the required front yard setback line, or be constructed parallel to and setback from, the front yard set back line, as shown on the Concept Development Plan. The garage location of the dwelling unit must take the location of the driveway into consideration at the time the plans are submitted to the Architectural Review Board. The driveway locations for each lot have been predetermined and the curb heads have been depressed for the aprons in the private contract construction for the streets.
- 5.15 No building shall be erected, placed, or altered on any lot in Copper Ridge Subdivision until construction plan and specifications and the site location plan have been approved by the Architectural review Board as to the quality of materials, harmony of external design with existing structures, and location of structures with respect to topography and finished grade elevations. Approval shall be granted pursuant to the standards contained in these restrictions and protective covenants at the time an application for approval is submitted.
- 5.16 The Architectural Review Board defined in Paragraph 2.4, and further referenced in paragraphs 2.3, 2.22, 5.2, 5.2 (D), 5.9, 5.12, 5.14, 5.15, 7.0, and 8.1 is composed of the officers of the Copper Ridge Development Corporation, of Billings, Montana. Either officer(s) of



the Board may designate a representative to act for it or provide advice. In the event of the death or resignation of any officer, the remaining officer(s) shall have full authority to designate a successor or successors. Neither the members of the Board nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant; however, the Board may offer reasonable compensation to its designee. A reasonable fee commensurate with the cost of this review may be assessed against each lot. The officers of the Copper Ridge Development Corporation, will remain the only Board members of the Architectural Review Board until 100 percent of the lots have been sold and all construction plan, specifications, and site location plans have been submitted and approved, at which time the Board will resign and will not be replaced. The Architectural Review Boards approval or disapproval, as required in these covenants, shall be in writing. In the event the Board or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it; or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

6. SET BACKS

Set Back Requirement: In relationship to front, side, and rear lot setbacks, no buildings or other structures, except fences, shall be located closer to the front, side, and rear lot lines than is permitted in the concept development plan as it may exist at the time of construction. In most cases, the front yard setback requirements of the Concept Development Plan exceed the City of Billings R-7000 Zoning setback requirements.

Setback Requirements:

Front: Unique to each lot (minimum 20 feet).

Side: Five feet.

Rear: Unique to each lot (minimum 20 feet).

7. FENCING

Fencing is required. The fence shall be erected according to the Concept Development Plan as it may exist at the time of construction; provided, however, that no fence shall be erected between the city street and the front setback line. All fences shall be almond in color, shall be the same style, and be no-maintenance vinyl fence, and shall be installed by an approved fence installer at the time the fence is to be built. Lot owners may contact the Architectural Review Board for approved fence locations, style and installers. All fences along common lot lines shall be 6 foot privacy fence. All rear yard



fences adjacent to City of Billings park land shall be 4 foot picket fence. Any variation in the fence program must be in writing and authorized by the Architectural Review Board.

8. LANDSCAPING PLANS AND REQUIREMENTS

8.1 Landscape Requirements: Unless exempted by the Architectural Review Board, lot owners shall, within two months after each residence is completed, plant, maintain, and in case of death or destruction, replace, at least two trees seven feet high, with a minimum of two-inch caliper trunks in the front yard. In all areas, yards must be planted in lawn within two months after occupancy if occupied during March, April, May, June, July, or August. Otherwise, the yards must be planted in lawn no later than the first day of June following occupancy. The boulevard area between curb and the city sidewalk must be landscaped in lawn. No rock or alternative landscaping finish is allowed in the Boulevard area.

7.2 Owners are required to establish lawn and other suitable landscaping for their lot. They shall also mow, irrigate, control noxious weeds, and otherwise maintain their lot so that the landscaping does not detract from the general appearance of the Subdivision.

9. SIGNS

9.1 No permanent outside signs are allowed except for name and address designations. This provision shall not apply to the Developer or to the community sign.

10. ILLEGAL OR NOXIOUS USES OR ACTIVITIES

10.1 No illegal, noxious, unsightly, or offensive use or activity shall be made on, or carried on, any lot, nor shall any use or activity be permitted which may be, or may become, an annoyance or nuisance to adjacent owners.

11. ANIMALS

11.1 No more than two pets over the age of six months are permitted per dwelling unit. All pets are subject to applicable City of Billings Animal Control Ordinances.

11.2 Household pets may not be kept, bred, or maintained for any commercial purposes. All dogs, cats, and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the properties by the other owners, and shall be prohibited from



barking or causing other nuisance, odors, or interference with other lot owners. Dogs and cats shall be kept on the owner's own property or on a leash, and shall not be allowed to roam free. Dogs that have a history of aggression toward people or other animals, including but not limited to biting, shall not be permitted in the subdivision. No exotic pets, including venomous reptiles shall be permitted in the subdivision.

11.3 In addition to the foregoing restrictions, the following animals are prohibited within the subdivision: horses, mules, donkeys, cows, goats, pigs, sheep, poultry, pigeons, or other livestock.

12. Burlington Northern Santa Fe Railroad Proximity: Land in proximity to the northern boundary of the Copper Ridge Subdivision is a right-of-way owned by the railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in Copper Ridge Subdivision. This activity is protected by state law and can be expected to continue indefinitely.

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

13. JUNK VEHICLES, COMMERCIAL VEHICLES, AND GARBAGE AND REFUSE DISPOSAL.

13.1 No junk vehicles, garbage, or other refuse shall be stored, dumped, or maintained on any of the lots or real property covered by these Protective Covenants. The owner shall be responsible for the proper disposal of all junk vehicles, garbage and other refuse.

13.2 All trash containers shall be hidden from view by keeping such containers in garages or an enclosure. No trash container enclosure shall be located on the front of the building. When put out for pickup, they shall be placed in an animal-proof container.

13.3 No burning barrels shall be allowed on the premises.

13.4 Commercial vehicles, commercial equipment, or inoperable machinery shall not be parked, stored, or permitted to accumulate on the lots. Machinery, commercial equipment, and construction equipment shall not be parked on streets for a period in excess of 24 hours. This



provision shall not apply to Copper Ridge Development Corporation, during construction of the subdivision, and shall not apply to any equipment currently used in construction or improvements on a lot.

14. RECREATIONAL VEHICLES AND MOTORHOMES

- 14.1 No pickup camper, camping trailer, snowmobile, boat, trailer, motor home, or any type of vehicle or similar item used for recreational purposes shall be used for habitation, and such vehicle shall not be placed upon a lot or driveway, or parked in the public streets within the subdivision, for a period of longer than 30 days in a calendar year unless it is placed in an enclosed structure or it is not visible from other properties, sidewalks, or streets.

15. SOIL AND GEOTECHNICAL CONSIDERATIONS.

- 15.1 Owners of lots within Copper Ridge Subdivision shall be advised that in accordance with a geotechnical report prepared from actual drilling and field testing by Rimrock Engineering, there exists the potential for variable soil conditions and the potential for collapsible sands within the Subdivision. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner. The City may require the owner of each lot to include a geotechnical investigation report with the building permit submittal. Copper Ridge Development Corporation, has completed a geotechnical investigation and the findings of the report are on file with the City of Billings Building Department.

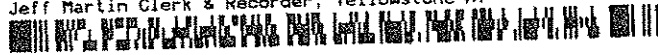
16. AMENDMENT

- 16.1 After 100 percent of the lots in the past, current, and future filings of the Copper Ridge Subdivision have been sold, this Declaration, or any provision thereof, may be amended or revoked and any additional provisions added at any time, (except those Declarations required under the Subdivision Improvements Agreement on file in the office of the Clerk and Recorder of Yellowstone County, between Copper Ridge Development Corporation, and the City of Billings), by written instrument duly signed and acknowledged by the owners of record of not less than two-thirds of the lots, and recorded with the Yellowstone County Clerk and Recorder. Until 100 percent of the lots in all past, current, and future filings of the Copper Ridge Subdivision have been sold, the officers of Copper Ridge Development Corporation, reserve the right to amend or revoke and make any additional provisions at any time, (except those Declarations required under the Subdivision Improvements Agreement.)

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Jeff Martin Clerk & Recorder, Yellowstone MT



- 16.2 Any amendment or change of this Declaration, or any provision thereof, shall be effective upon the filing and recording of such an instrument in the office of the Yellowstone County Clerk and Recorder.
- 16.3 Any amendment or change in this Declaration, or any provision thereof, shall not affect existing structures and uses of the lots, provided that such structure or use would have been a valid structure or use under this Declaration of Protective Covenants for Copper Ridge Subdivision at the time the structure was built or the use commenced.

17. ENFORCEMENT

- 17.1 Every owner of a lot shall have a right to enforce the provisions of these Protective Covenants and to prevent or stop any violation thereof by injunction or other lawful means.
- 17.2 Every violation of the provisions of these Protective Covenants is hereby declared a nuisance.
- 17.3 Failure by any owner of a lot to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.
- 17.4 In the event any action is maintained to enforce, enjoin any violation of, or to construe the provisions of these Protective Covenants, the prevailing party shall be entitled to recover from the losing party all damages and costs thereby incurred, including a reasonable attorney's fee.
- 17.5 The undersigned shall not be liable to any owner or any other person from any loss, damage, or injury arising out of or in any way connected with the adoption, implementation, or enforcement of the Protective Covenants, and all owners hereby waive, release, and forever discharge the undersigned from any liability arising out of, or in any way connected with adoption, implementation, or enforcement of these Protective Covenants, and any amendment thereto.

Copper Ridge Development Corporation, a Montana Corporation, is the owner of 100 percent of the above-described lots.

Dated this 18<sup>th</sup> day of September, 2012.

Copper Ridge Development Corporation,  
A Montana Corporation.

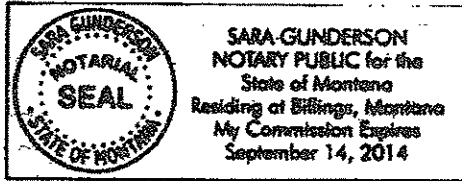
By: \_\_\_\_\_

Gary Oakland

Its: President

On this 18<sup>th</sup> day of September 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Gary Oakland, known to me to be the President of Copper Ridge Development Corporation, a Montana Corporation, that executed the foregoing instrument and acknowledged to me that said Company executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and affixed by Official Seal the day and year in this certificated first above written.



\_\_\_\_\_  
Sara Gunderson

Notary Public in and for the State of Montana

Printed name: Sara Gunderson

Residing at: Billings MT

My Commission expires: 9-14-14

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Jeff Martin Clerk & Recorder, Yellowstone MT



Return To:  
Copper Ridge Development Corp.  
127 North 27<sup>th</sup> Street, Suite 900  
Billings, Montana 59101



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## DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

WHEREAS, THE UNDERSIGNED is the owner of the following described real property located in the City of Billings, Yellowstone County, Montana, to-wit:

All of Copper Ridge Subdivision, Second Filing, City of Billings, Yellowstone County, Montana, according to the plat on record a the office of the County Clerk and Recorder of Yellowstone County, Montana.

Whereas, the undersigned desire to place building restrictions and protective covenants on the above described premises:

Now, therefore, in consideration of the premises, the undersigned hereby establish and declare the following restrictions and protective covenants, which shall be applicable to all of the above-described real estate unless otherwise stated below.

### 1. LOTS AFFECTED AND PERSONS BOUND

- 1.1 The above-described lots constituting all the lots in Copper Ridge Subdivision, Second Filing, Lots 1 through 10, inclusive, in Block 2; Lots 1 through 12, inclusive, and 28 through 33, inclusive, and 69 through 71, inclusive, in Block 3; Lots 1 through 35, inclusive, in Block 4; Lots 1, 2 and 3, in Block 5; Lots 14 through 20 inclusive, in Block 6; and Lots 1, 2 and 3, inclusive, in Block 7 according to the aforesaid plat thereof filed in the office of the County Clerk of Yellowstone County, Montana, shall be subject to these covenants and restrictions, and said covenants and restrictions shall be for the benefit of the present owners of said lots, their heirs, executors, administrators, successors, and assigns.
- 1.2 All present and subsequent owners shall be held to agree and covenant each with the other and with their heirs, executors, administrators,



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successors, and assigns, to conform to and observe the herein set forth covenants, restrictions, and stipulations affecting the use of said lots and the construction of dwellings and improvements thereon.

## 2. DEFINITIONS

As used herein, certain terms and words are defined as follows:

- 2.1 Accessory Building: A garage or permanent or portable storage shed, which is accessory to main dwelling unit.
- 2.2 Commercial Use: The wholesale or retail sale or rental of goods, as well as the providing of any service for which there is a charge or fee, but excluding home occupations (defined below), and the sale of lots or homes located within Copper Ridge Subdivision, Second Filing.
- 2.3 Concept Development Plan: The Copper Ridge Subdivision, Second Filing was built using a "coved" design. In a coved subdivision, several of the physical characteristics of the property must be tightly controlled in order to attain the desired result of building a coved community. These variables consist of non-standard setback lines, customized placement of public sidewalks on each lot, a standard fence policy throughout the community, and predetermined locations of the driveway aprons. A copy of the overall Concept Development Plan is available by contacting the Copper Ridge Architectural Review Board.
- 2.4 Copper Ridge Architectural Review Board: Composed of the managers and officers of Copper Ridge Development Corp. The Board was created to ensure all site location plans, construction drawings, specifications, and proposed dwellings coincide with the Concept Development Plan and with these Restrictions and Protective Covenants. The Copper Ridge Architectural Review Board may be contacted at: 175 North 27th Street, Suite 900, Billings, Montana 59101. Contact phone number is 406/248-3641.
- 2.5 Declarant: COPPER RIDGE DEVELOPMENT CORP.
- 2.6 Dog Kennels: Dog kennels are not permitted.
- 2.7 Dwelling Unit: A structure or portion thereof designed for use as permanent living quarters, having sleeping, cooking, and complete sanitary facilities.



- 2.8 Home Occupation: Any occupational use customarily conducted entirely within a dwelling unit by the inhabitants thereof, which is clearly incidental and secondary to the use of the dwelling unit as living quarters and in connection with which there are: no commercial manufacturing of goods or products on the premises; no on-site employment of person other than the residents of the dwelling unit; no generation of pedestrian or vehicle traffic beyond that customary and incidental to residential use of the dwelling unit; no use of commercial vehicles for deliveries to or from the dwelling unit other than mail and package delivery services; no signs or structures advertising the occupation; and no excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations: making clothing; giving music lessons; a sole practitioner for professional practice, such as accounting. The operation of a bed and breakfast inn or establishment is not a home occupation.
- 2.9 Improvement: Any dwelling unit, accessory building, fence, road, driveway, well, water line, sewer, drain field, utility, antenna, sign, or any other structure, whether above or below the surface.
- 2.10 Junk Vehicles(s): Any motor vehicle not in running condition or that is unlicensed or unregistered.
- 2.11 Lot: Any plat of land designated numerically and shown upon any recorded subdivision map of the property.
- 2.12 May: Permissive.
- 2.13 Owner: The legal title holders or contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to a lot and shall include the purchaser under a contract for deed. Owner does not mean those persons or entities having an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of a lot for value, Owner shall mean the Declarant. Prior to such conveyance or contract sale, the Declarant shall have the right to retain such rights incidental to ownership hereunder as it may desire at its discretion.
- 2.14 Property or Properties: That certain real property hereinbefore described, together with such additional real property as may be subject to these Protective Covenants by subsequent declaration.
- 2.15 Replacement Home: Site-built structure designed primarily for human occupancy which is located on a permanent foundation within the subdivision to replace, supplement, supersede, or restore pre-existing



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site-built home that has been rendered uninhabitable because of fire, earth quake, or other man-made or natural occurrence that, in the opinion of the local building official, renders the dwelling uninhabitable and unfit for human habitation.

- 2.16 Residential Use: The occupying of dwelling unit for living purposes.
- 2.17 Setbacks: The horizontal distance required between a structure and the center of a road, lot line, live source of water or stream. This distance is to be measured at right angles to the road, property line, live source of water or stream.
- 2.18 Shall: Mandatory
- 2.19 Sign: Any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from the outside the structure in which it is situated, which identifies, advertises, displays, or otherwise attracts attention of either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing or happening of whatever nature, by any means, including words, letters, numerals, figures, designs, symbols, fixture, colors, mottos, illumination, projection, contrast, conspicuous, and the like.
- 2.20 Single Family: One or more persons living together as a single non-profit house-keeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune, and the like.
- 2.21 Structure: Any aboveground man-made improvement to real property.
- 2.22 Subdivision: Copper Ridge Subdivision, as shown on the plats recorded in the Office of the Clerk and Recorder, Yellowstone County, Montana.

### 3. GENERAL PROVISIONS

#### Declaration.

- 3.1 Declarant hereby establishes that all of the foregoing real property is and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred subject to the Declaration of Protective Covenants.
- 3.2 All of the covenants, conditions, and restrictions set forth herein are referenced to ensure the best use and most appropriate development of



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the real property to protect the owner of lots against improper use of surrounding lots such as would depreciate the value of the real property; to preserve, insofar as is practical, the natural beauty of the real property; to provide for the highest and best use and development of the real property and to encourage and secure the orderly development of said real property.

- 3.3 All of the covenants, conditions and restrictions herein contained shall run with the real property for all purposes and shall be binding upon and inure to the benefit of Declarant, and all lot owners, occupants, and their successors-in-interest as set forth herein.

#### 4. PROPERTY RIGHTS AND EASEMENTS

- 4.1 Utility Easement(s): Easements for drainage, electricity, telephone, lighting, water, sewer, cable television, and other utilities, or any other service or utility as more particularly set forth on the plat of Copper Ridge Subdivision, shall be and hereby are reserved. Additionally, lot owners should be aware of the petroleum products pipeline easement located within this subdivision, primarily within the parks that transverse through the subdivision. At times it may be necessary for the pipeline company to inspect, test, and maintain this pipeline.
- 4.2 Mail Delivery. United States Postal Service mail delivery will be made to centralized delivery locations. Centralized delivery locations shall consist of from 8 to 16 mailboxes per location. The general location of each centralized delivery location is indicated on the preliminary plat. Subdivider shall install the centralized boxes within the private contracts for each Phase.
- 4.3 Off-Street Parking: Each lot shall provide two concrete off-street driveway-type parking places, which shall extend from the paved street to the entrance of the garage. No gravel driveways or parking pads shall be permitted.

#### 5. MINIMUM RESTRICTIONS ON BUILDING

- 5.1 Each lot, as above described, in said subdivision, shall be known as a residential lot and shall be used solely for residential purposes.
- 5.2 No structure shall be erected, altered, placed, or permitted upon any such residential lot, other than one detached single family dwelling not to exceed two stories in height, and a private attached garage for a minimum of two cars but not more than three cars;



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provided, however, that a room may be built over an attached garage; but in any case the roof pitch of the main part of the house and garage shall not be less than 5-inches rise to the foot nor exceed 12-inches rise to the foot.

- (A) Satellite Dishes and Television Antennas: All satellite systems, wireless DSL connections, or antennae of any kind, must meet the requirement of all applicable building codes and FCC regulations. Lot owners are encouraged to place satellite dishes and television antennas so as to be least obtrusive to adjoining lots.
  - (B) No basement or portion thereof shall be converted or made into an apartment to be used for rental purposes.
  - (C) No lot shall be subdivided for the purpose of constructing more than one dwelling on any lot as platted, and each dwelling shall be located on a building site having at least an area equal to the area of the lot, as platted, on which the dwelling is located.
- 5.3 No trailer, basement, tent, shack, garage, or other outbuilding erected on said lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Additionally, the exterior of any building shall be finished in its entirety before it can be occupied.
- 5.4 All dwelling units constructed on the lots shall be site-built homes and shall have a minimum of floor space enclosed within the perimeter of the exterior walls dependent upon the size of the lot, as follows:
- (A) Lot sizes ranging from 7,000 to 8,500 square feet: In the case of a one-story dwelling, a minimum of 1,200 square feet of floor space, and in the case of a two-story dwelling, a minimum of 900 square feet on the main level
  - (B) Lot sizes ranging from 8,501 to 9,500 square feet: In the case of a one-story dwelling, a minimum of 1,350 square feet of floor space, and in the case of a two-story dwelling, a minimum of 1,000 square feet on the main level.
  - (C) Lot sizes ranging from 9,501 to 11,000 square feet: In the case of a one-story dwelling, a minimum of 1,450 square feet of floor space, and in the case of a two-story dwelling, a minimum of 1,100 square feet on the main level.



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- (D) Lot sizes ranging from 11,001 square feet and greater: In the case of a one-story dwelling, a minimum of 1,550 square feet of floor space, and in the case of a two-story dwelling, a minimum of 1,200 square feet on the main level.

The minimum square footage must be at or above grade, excluding basements, garages, porches, patios, terraces, and decks.

- 5.5 No construction equipment or materials of any nature may be moved onto a lot until within 30 days of the start of construction, and the dwelling shall have its exterior completed within one year from the time of starting.
- 5.6 All dwellings must be placed on a permanent foundation, and construction must comply with the International Residential Code and all applicable City of Billings building and zoning requirements.
- 5.7 All concrete structures and steps that protrude over three feet above the finished grade shall be placed on a footing.
- 5.8 Sidewalks: All sidewalks designed for Fire Department access within the Subdivision parks, and sidewalks in the park adjacent to Rimrock Road, shall be installed within the private contracts for Copper Ridge Subdivision. The balance of all sidewalks within the Subdivision shall be four-foot wide boulevard style, and shall be placed at the time that dwelling units are constructed on the lots, and shall be included in each building permit in conformance with the overall concept development plan. Public easements are provided on the plat for locations where the boulevard walk is located upon private property. Subdivider will install, within the private contract, corner intersection handicap ramps and aprons, where required, for the sidewalk development plan, and will grade all street frontages for the boulevard sidewalk finish grade.
- 5.9 Private driveways: All private driveways within the Subdivision shall be installed in conformance with the overall concept development plan. Driveways shall be located in the same location as show on the concept development plan. Subdivider will install, within the private contract, a depressed curb head for the driveway approach in accordance with the concept plan. Any variation in the location of the driveway must be approved in writing by the Copper Ridge Architectural Review Board, and any cost associated with the movement of the driveway location will be the responsibility of the lot owner. Construction specifications for the driveway shall meet all applicable City of Billings requirements.



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- 5.10 The exterior siding of all residential and outbuilding structures shall consist of wood, wood products, or wood look-alike products, cement board siding, brick, stone, simulated stone, or select vinyl building materials approved by the Architectural Review Committee. (Vinyl siding must be high quality, thick-gage vinyl in order to be considered by the Architectural Review Committee for approval.) Stucco or EFIS with a smooth or roughcast (pebble) finish is also permitted upon approval. No sheet or panel metal siding, cement block, or panel siding similar to T1-11 siding or plywood sheet siding is permitted. All facades of a building shall be made of the same materials and similarly detailed.
- 5.11 Roofs shall be covered with shakes, tiles, or shingles, and no rolled roofing or metal roofing shall be allowed. No triple tab shingles will be allowed. Exposed aluminum or silver flashing around chimneys or roof valleys shall not be allowed unless colored, textured, or painted to match or complement the roof design and color. Rain gutters are allowed, provided the same are colored to match the trim or color of the roof. Steel galvanized gutters are not permitted.
- 5.12 The exterior colors of all structures shall be traditional colors, earth tones, pastels, white, or wood colors. No bright or shiny colors on exterior siding shall be allowed. For example, bright oranges, royal blues, pinks, purple, and like bright colors are not allowed. Lot owners shall have written approval of the exterior color before the exterior siding material is installed on the dwelling unit.
- 5.13 No mobile, modular, or manufactured homes shall be allowed, and all construction shall be new site-built homes.
- 5.14 Building Orientation: The front of the dwelling unit must be placed on, or parallel to and setback from, the required front yard setback line and be constructed, as shown on the Concept Development Plan. The garage location of the dwelling unit must take the location of the driveway into consideration at the time the plans are submitted to the Architectural Control Committee. The driveway aprons for each lot have been predetermined.
- 5.15 No building shall be erected, placed, or altered on any lot in Copper Ridge Subdivision until construction plan and specifications and the site location plan have been approved by the Architectural Control Committee as to the quality of materials, harmony of external design with existing structures, and location of structures with respect to topography and finished grade elevations. Approval shall be granted pursuant to the standards contained in the Concept Development Plan



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and in these restrictions and protective covenants at the time an application for approval is submitted.

- 5.16 The Architectural Control Committee referenced above in Paragraph 2.4, 5.9, 5.10, and 5.15 is composed of the officers and managers of Copper Ridge Development Corp., of Billings, Montana. Either member(s) of the Committee may designate a representative to act for it or provide advice. In the event of the death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant; however, the Committee may offer reasonable compensation to its designee. A reasonable fee commensurate with the cost of this review may be assessed against each lot. The officers and managers of Copper Ridge Development Corp., will remain the only Committee members of the Architectural Control Committee until 100 percent of the lots have been sold and all construction plan, specifications, and site location plans have been submitted and approved, at which time the Committee will resign and will not be replaced. The Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it; or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

6. SET BACKS

Set Back Requirement: In relationship to front, side, and rear lot setbacks, no buildings or other structures, except fences, shall be located closer to the front, side, and rear lot lines than is permitted in the concept development plan as it may exist at the time of construction. In most cases, the front yard setback requirements of the Concept Development Plan exceed the City of Billings R-7000 R Zoning setback requirements.

Setback Requirements:

Front: Unique to each lot (minimum 20 feet).

Side: Five feet.

Rear: Unique to each lot (minimum 20 feet).



7. FENCING

Fence Requirements: Fences are required and shall be erected according to the Concept Development Plan and the Copper Ridge Fence Policy as it may exist at the time of construction; provided, however, that no fence shall be erected between the city street and the front setback line. The Copper Ridge Fence Policy was created to evenly share the cost of shared side yard fences, reduce the cost of high-quality fences for the lot owners, and to ensure a consistent look throughout Copper Ridge Subdivision. All required fences shall be almond in color and be no-maintenance vinyl fence manufactured by Westech Fence, and shall be installed by Absolute Vinyl of Billings, Montana. All fences throughout Copper Ridge Subdivision shall be of the same color and style, as determined by the Copper Ridge Fence Policy. The Copper Ridge Fence Policy will be given to each prospective lot owner prior to transfer of ownership of a Copper Ridge Subdivision lot. The Fence Policy requires payment of the fence material and labor at or before closing of the lot. All fences shall be installed within two months after occupancy if occupied during March, April, May, June, or July. Otherwise, the fence must be installed no later than the first day of June following occupancy.

8. LANDSCAPING PLANS AND REQUIREMENTS

8.1 Landscape Requirements: Unless exempted by the Architectural Control Committee, lot owners shall, within two months after each residence is completed, plant, maintain, and in case of death or destruction, replace, at least two trees seven feet high, with a minimum of two-inch caliper trunks in the front boulevard, as shown on the Concept Development Plan. The front boulevard trees shall be either a Patmore Green Ash or a Greenspire Linden, as determined in the Concept Development Plan. In some cases, certain lots will be required to plant more than two trees in the boulevard, but not more than six. All lot owners will receive the boulevard tree plan for their respective lot prior to transfer of the lot. In all areas, yards must be planted in lawn or otherwise permanently landscaped within two months after occupancy if occupied during March, April, May, June, or July. Otherwise, the yards must be planted in lawn or otherwise permanently landscaped no later than the first day of June following occupancy.

8.2 Owners are required to establish lawn and other suitable landscaping for their lot. They shall also mow, irrigate, control noxious weeds, and otherwise maintain their lot so that the landscaping does not detract from the general appearance of the Subdivision.



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9. SIGNS

- 9.1 No permanent outside signs are allowed except for name and address designations. This provision shall not apply to the Developer, Subdivider, Declarant or to the community sign.

10. ILLEGAL OR NOXIOUS USES OR ACTIVITIES

- 10.1 No illegal, noxious, unsightly, or offensive use or activity shall be made of, or carried on, any lot, nor shall any use or activity be permitted which may be, or may become, annoyance or nuisance to adjacent owners.

11. ANIMALS

- 11.1 No more than two pets over the age of six months are permitted per dwelling unit. All pets are subject to applicable Animal Control Ordinances.
- 11.2 Household pets may not be kept, bred, or maintained for any commercial purposes. All dogs, cats, and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the properties by the other owners, and shall be prohibited from barking or causing other nuisance, odors, or interference with other lot owners. Dogs and cats shall be kept on the owner's own property or on a leash, and shall not be allowed to roam free. Dogs that have a history of aggression toward people or other animals, including but not limited to biting, shall not be permitted in the subdivision. No exotic pets shall be permitted in the subdivision unless they are maintained indoors at all times and are strictly controlled by the owner.
- 11.3 In addition to the foregoing restrictions, the following animals are prohibited within the subdivision: horses, mules, donkeys, cows, goats, pigs, sheep, poultry, pigeons, or other livestock.

12. Burlington Northern Santa Fe Railroad Proximity: Land in proximity to the northern boundary of Copper Ridge Subdivision is a right-of-way owned by the railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in Copper Ridge Subdivision. This activity is protected by state law and can be expected to continue indefinitely.

Subdivider, for itself and all successor owners of property within Copper Ridge Subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway, acknowledges that the railroad right-of-way is private property, and further acknowledges that



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Copper Ridge Subdivision and successor owners of lots within Copper Ridge Subdivision, have an affirmative duty to stay off the Burlington Northern Santa Fe Railroad property and to keep children, guests, and invitees off of the property.

13. JUNK VEHICLES, COMMERCIAL VEHICLES, AND GARBAGE AND REFUSE DISPOSAL.

- 13.1 No junk vehicles, garbage, or other refuse shall be stored, dumped, or maintained on any of the lots or real property covered by these Protective Covenants. The owner shall be responsible for the proper disposal of all junk vehicles, garbage and other refuse.
- 13.2 All trash containers shall be hidden from view by keeping such containers in garages or an enclosure. No trash container enclosure shall be located on the front of the building. When put out for pickup, they shall be placed in an animal-proof container.
- 13.3 No burning barrels shall be allowed on the premises.
- 13.4 Commercial vehicles, commercial equipment, or inoperable machinery shall not be parked, stored, or permitted to accumulate on the lots. Machinery, commercial equipment, and construction equipment shall not be parked on streets for a period in excess of 24 hours. This provision shall not apply to Copper Ridge Development Corp., during construction of the subdivision, and shall not apply to any equipment currently used in construction of improvements on a lot.

14. RECREATIONAL VEHICLES AND MOTORHOMES

- 14.1 No pickup camper, camping trailer, snowmobile, boat, trailer, motor home, or any type of vehicle or similar item used for recreational purposes shall be used for habitation, and such vehicle shall not be placed upon a lot or driveway for a period of longer than 30 days in a calendar year unless it is placed in an enclosed structure or it is not visible from other properties, sidewalks, or streets.

15. SOIL AND GEOTECHNICAL CONSIDERATIONS.

- 15.1 Owners of lots within Copper Ridge Subdivision shall be advised that in accordance with a geotechnical report prepared from actual drilling and field testing by Terracon Consultants, Inc., there exists the potential for variable soil conditions and the potential for collapsible sands within the Subdivision. Assessment and mitigation, if any, of these

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conditions shall be the responsibility of the lot owner. The City may require the owner of each lot to include a geotechnical investigation report with the building permit submittal. Copper Ridge Development Corp., has completed a geotechnical investigation and the findings of the report are on file with the City of Billings Building Department.

16. AMENDMENT

- 16.1 After 100 percent of the lots have been sold, this Declaration, or any provision thereof, may be amended or revoked and any additional provisions added at any time, (except those Declarations required under the Subdivision Improvements Agreement dated \_\_\_\_\_ between Copper Ridge Development Corp., and the City of Billings), by written instrument duly signed and acknowledged by the owners of record of not less than two-thirds of the lots, and recorded with the Yellowstone County Clerk and Recorder. Until 100 percent of the lots have been sold, the managers and officers of Copper Ridge Development Corp., reserve the right to amend or revoke and make any additional provisions at any time, (except those Declarations required under the Subdivision Improvements Agreement.)
- 16.2 Any amendment or change of this Declaration, or any provision thereof, shall be effective upon the filing and recording of such an instrument in the office of the Yellowstone County Clerk and Recorder.
- 16.3 Any amendment or change in this Declaration, or any provision thereof, shall not affect existing structures and uses of the lots, provided that such structure or use would have been a valid structure or use under this Declaration of Protective Covenants for Copper Ridge Subdivision at the time the structure was built or the use commenced.

17. ENFORCEMENT

- 17.1 Every owner of a lot shall have a right to enforce the provisions of these Protective Covenants and to prevent or stop any violation thereof by injunction or other lawful means.
- 17.2 Every violation of the provisions of these Protective Covenants is hereby declared a nuisance.
- 17.3 Failure by any owner of a lot to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.



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- 17.4 In the event any action is maintained to enforce, enjoin any violation of, or to construe the provisions of these Protective Covenants, the prevailing party shall be entitled to recover from the losing party all damages and costs thereby incurred, including a reasonable attorney's fee.
- 17.5 The undersigned shall not be liable to any owner or any other person from any loss, damage, or injury arising out of or in any way connected with the adoption, implementation, or enforcement of the Protective Covenants, and all owners hereby waive, release, and forever discharge the undersigned from any liability arising out of, or in any way connected with adoption, implementation, or enforcement of these Protective Covenants, and any amendment thereto.

Copper Ridge Development Corp., a Montana Corporation, is the owner of more than 100 percent of the above-described lots.

Dated this 23rd day of January, 2008.

Copper Ridge Development Corp.,  
a Montana Corporation

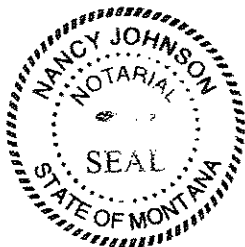
By: [Signature]

Its: PRESIDENT

STATE OF MONTANA )  
: ss  
County of Yellowstone )

On this 23rd day of January, 2008, before me, a Notary Public in and for the State of Montana, personally appeared Gary Oakland, known to me to be the person who signed the foregoing instrument as the President of COPPER RIDGE DEVELOPMENT CORP., 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.



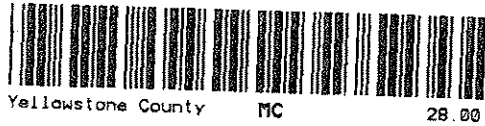
Nancy Johnson

Notary Public in and for the State of Montana

Printed name: NANCY JOHNSON

Residing at: Bellingham MT

My commission expires: 5 Sep 2008



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

## DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

### COPPER RIDGE SUBDIVISION, SECOND FILING

THIS DECLARATION is made this 23rd day of JULY, 2008,  
by **COPPER RIDGE DEVELOPMENT, CORP.**, hereinafter referred to as  
"Declarant."

#### WITNESSETH:

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

**WHEREAS**, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated the 23rd day of JULY, 2008, to the City of Billings, which agreement contains restrictions against the sale, conveyance, or transfer of certain lots in the Subdivision until such time as an amended plat, or plats, have been reviewed and approved, and a private contract has been executed, providing for the installation and construction of required public improvements necessary to serve said lots within the amended plat, or plats; and

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

**NOW, THEREFORE**, in consideration of the premises, the Declarant, for themselves and their successors and assigns, do hereby declare:

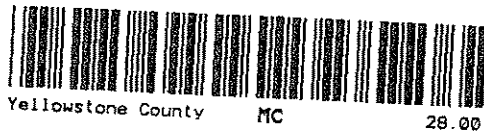


1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred, or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Lot 12, in Block 3; and Lots 32 through 35, inclusive, in Block 4; and Lots 1, 2 and 3, in Block 5; and Lots 14 through 20, inclusive; in Block 6; and Lots 1, 2 and 3, in Block 7; all in Copper Ridge 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.

A total of 18 lots restricted by this Declaration.

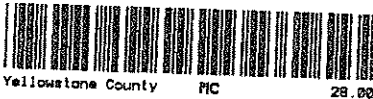
2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided, providing for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement, which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop Copper Ridge Subdivision, Second Filing, in distinct amended plats as detailed in that certain Subdivision Improvements Agreement, upon providing for the installation and construction of the public improvements necessary to serve the particular amended plat, or plats. In that regard, a release of some but not all of the above-described lots may be executed and recorded, from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.
3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Billings, pursuant to the provisions contained in paragraph X. of the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.



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4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE, OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey, and transfer all of the above-described lots in paragraph 1., above, or all those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restriction herein provided against sale, transfer, and conveyance until a release has been executed and recorded: or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.
6. The terms and conditions of this Declaration shall run with the land, and shall be binding upon and shall inure to the benefit of the Declarant, the City of Billings, and their successors and assigns.



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

"DECLARANT"

COPPER RIDGE DEVELOPMENT CORP.

By: [Signature]Its: PRESIDENT

STATE OF MONTANA )  
                                  : ss  
County of Yellowstone )

On this 2nd day of JANUARY, 2008, before me, a Notary Public in and for the State of Montana, personally appeared [Signature], known to me to be the person who signed the foregoing instrument as the PRESIDENT of COPPER RIDGE DEVELOPMENT CORP., 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.



[Signature]  
Notary Public for the State of Montana  
Printed name: NANCY JOHNSON  
Residing at: Billings MT  
My commission expires: 5 Apr 2008