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1371 Rimtop Drive  
Billings, MT 59105

**DECLARATION OF RESTRICTION ON TRANSFERS  
AND CONVEYANCES**

**SKYVIEW RIDGE SUBDIVISION, FIRST FILING**

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_ 2015, by the **STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**, whose address is P.O. Box 201601, 1625 Eleventh Avenue, Helena, MT 59620, hereinafter referred to as "Declarant."

**WITNESSETH:**

**WHEREAS**, the Declarant is the owner of all of the lots in Skyview Ridge Subdivision, First Filing, situated in Section 20, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

**WHEREAS**, the Declarant previously filed a Declaration of Restrictions on Transfers and Conveyances on February 25, 2014 under Document No. 3698533, in the office of the Yellowstone County Clerk and Recorder for Skyview Ridge Subdivision, First Filing and this document is intended to entirely replace the previously recorded Declaration of Restrictions on Transfers and Conveyances; and

**WHEREAS**, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to the City of Billings, which Agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a private contract

has been executed providing for the installation and construction of required public improvements; and

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

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

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

Phase I:

Lots 1 through 4, inclusive, Block 1 and Lots 1 through 2, Block 2; Skyview Ridge Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (6 lots total).

Future Phases:

Lots 5 through 9, inclusive, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5, Lot 1, Block 6, Lot 1, Block 7, Lot 1, Block 8, Skyview Ridge Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (11 lots total).

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided, as the case may be, 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 Skyview Ridge Subdivision, First Filing, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard a release of some but not all of the above described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the

lots described in said release shall be deemed canceled and terminated, and of no further force and effect.

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

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

STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES AND  
CONSERVATION

By: \_\_\_\_\_  
John E. Tubbs, Director

STATE OF MONTANA     )  
  : ss.  
County of LEWIS & CLARK)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same.

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