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Sanbell
1300 North Transtech Way
Billings, MT 59102

DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

ANNAFELD SUBDIVISION, SIXTH FILING

THIS DECLARATION is made this 19th day of August,
2025, by MCCALL DEVELOPMENT, INC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of all of the lots in Annafeld Subdivision, Sixth Filing situated in the NW1/4 of Section 19, Township 1 South, Range 26 East, P.M.M., 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 _____, 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 II

Lots 35 through 38, Block 33; Lots 1 through 18, Block 35; all in Annafeld Subdivision, Sixth 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 (22 lots total).

Phase III

Lots 10 through 12, Block 26; Lots 39 through 42, Block 33; Lot 1 through 8, Block 36; all in Annafeld Subdivision, Sixth 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 (15 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 or SID has been executed and necessary funding guarantees provided 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 Annafeld Subdivision, Sixth Filing in distinct phases, upon providing for the installation and construction of the public improvements necessary to serve the particular phase. In that regard, a release of some but not all 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 or SID 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, 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 parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"

MCCALL DEVELOPMENT, INC

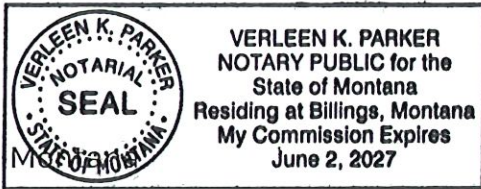
By: [Signature]

Its: President

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 19th day of August, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Greg McCall, known to me to be the person who signed the foregoing instrument as the president of **MCCALL DEVELOPMENT, INC** 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.



Verleen K. Parker
Notary Public in and for the State of

Printed name: Verleen K. Parker
Residing at: Billings, Montana
My commission expires: 6/2/27