

Return to:
In Site Engineering, P.C.
4231 Creekwood Dr
Billings, MT 59106

DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

MAPLEWOOD ESTATES SUBDIVISION

THIS DECLARATION, made this 13 day of August, 2026, by **REGAL LAND DEVELOPMENT, INC.**, hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS, the Declarant is the subdivider of all of the lots in Maplewood Estates Subdivision, being situated in the Southwest ¼ of Section 18, Township 1 South, Range 25 East, P.M.M., Yellowstone County, Montana as described and shown on the final plat of Maplewood Estates Subdivision, 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 on the ____ day of _____, 20____, to Yellowstone County, which Agreement requires that a private contract be executed, providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence restrictions against sale, conveyance, or transfer and to give third parties notice of such restrictions, the Declarant hereby executes this Declaration of Restrictions.

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 stated.

Lots under restriction are more particularly described as follows.

Phase II: Lots 2 through 5 and Lots 14 through 21, Block 3; and Lots 12 through 28, Block 4; and, Lots 1 through 5, Block 5 of Maplewood Estates Subdivision in Yellowstone County according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (34 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 release of all of the above described lots may be executed and recorded 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 herein above and in said release shall be deemed canceled and terminated, and of no further force and effect.
3. Upon compliance with the requirements herein a release for the lot or lots affected thereby shall be executed and recorded by Yellowstone County, pursuant to the provisions contained in Paragraph XI of 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 SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT YELLOWSTONE COUNTY 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, 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, shall be binding upon, and shall inure to the benefit of the Declarant, Yellowstone County, and their successors and assigns.

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

“DECLARANT”

REGAL LAND DEVELOPMENT, INC.

By 
Dan Wells

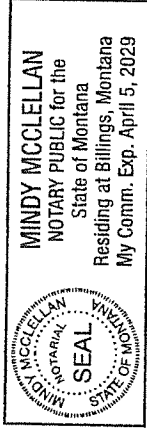
Its: President

STATE OF MONTANA)
 : ss
County of Yellowstone)

This instrument was acknowledged before me by Dan Wells, as President of REGAL LAND DEVELOPMENT, INC. on the 13th of August 2026.



Signature of Notary Public



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EXHIBIT A
RELEASE
MAPLEWOOD ESTATES SUBDIVISION

THIS RELEASE, made this ____ day of ____, 20__, by the undersigned, **REGAL LAND DEVELOPMENT, Inc.**, a Montana Corporation, and **Yellowstone County**, a municipal corporation.

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

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

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

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

Phase II:	Lots 2 through 5 and Lots 14 through 21, Block 3; and Lots 12 through 28, Block 4; and, Lots 1 through 5, Block 5 of Maplewood Estates Subdivision in Yellowstone County according to the official plat on
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file in the office of the Clerk and Recorder of
Yellowstone County, Montana (34 lots total).

IN WITNESS WHEREOF, the parties have executed this Release as of the day and year
first above written.

REGAL LAND DEVELOPMENT, INC.

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

 This instrument was acknowledged before me on ____20__ by
 ____as ____of **REGAL LAND DEVELOPMENT, INC.**

Signature of Notary Public

YELLOWSTONE COUNTY, MONTANA

By: _____
Yellowstone County Commissioner

By: _____
Yellowstone County Clerk and Recorder

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on ____ 20__ by
_____ as County Commissioner of Yellowstone County, Montana

Signature of Notary Public

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on ____ 20__ by
_____ as Clerk and Recorder of Yellowstone County, Montana

Signature of Notary Public

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EXHIBIT B
CERTIFICATE
MAPLEWOOD ESTATES SUBDIVISION

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

Phase II:

Lots 2 through 5 and Lots 14 through 21, Block 3; and Lots 12 through 28, Block 4; and, Lots 1 through 5, Block 5 of Maplewood Estates Subdivision in Yellowstone County according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (34 lots total).

This certificate is being executed to show compliance with the terms of that certain Subdivision Improvements Agreement dated the ____th day of ____, 20____, by and between Regal Land Development, Inc., and Yellowstone County, and that certain Declaration of Restriction on Transfers and Conveyances dated the ____th day of ____ 20____, covering Maplewood Estates Subdivision, and to provide the basis for the execution and recording of a Release from the terms of said Declaration pursuant to the terms of said Agreements.

DATED this ____ day of ____, 20__.

YELLOWSTONE COUNTY DEPARTMENT OF PUBLIC WORKS
YELLOWSTONE COUNTY, MONTANA

By: _____

Title: _____