

PROPERTY PROFILE

270 Light Stream Ln
Billings, MT 59106



PRESENTED BY

Kierney Nielsen

Realty Billings

406-696-4944

kierney@realtybillings.com

PREPARED BY

Janet Robinson

Stewart Title

jrobinson@stewart.com



Yellowstone County, Montana

Property Tax Detail For C18089



TaxCode: C18089

Owner Listed On Last Tax Statement

Last Updated: October 4, 2023

Primary Owner: BREWER, MATTHEW & ANGELA

Owner as of October 4, 2023

Primary Owner Name: BREWER, MATTHEW & ANGELA

2023 Mailing Address

**Mailing Address: BREWER, MATTHEW & ANGELA
270 LIGHT STREAM LN
BILLINGS, MT 59106-2503**

Property Information

Property Address: 270 LIGHT STREAM LN

Township: 01 S Range: 25 E Section: 03

Subdivision: SUNDANCE SUB (22) Block: 1 Lot: 20

Full Legal: SUNDANCE SUB (22), S03, T01 S, R25 E, BLOCK 1, Lot 20

GeoCode: 03-0926-03-3-01-43-0000

Levy District: 02 - BILLINGS OUTSIDE (497.92 Mills)

2023 Assessed Value Summary

Assessed Land Value =	\$79,936.00
Assessed Building(s) Value =	\$397,964.00
Personal Property Value =	\$0.00
Total Assessed Value =	\$477,900.00

Assessed Value Detail Tax Year: 2023

Description	Tax Rate	Amount
Tract Land	1.35%	\$79,936.00
Improvements on Rural Land	1.35%	\$397,964.00
		Total: \$477,900.00

SID Payoff Information

Rural SID

NONE

Property Tax Billing History

Year	1st Half	2nd Half	Total
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[2023](#) 2,014.99 2,014.98 4,029.97

[2022](#) 459.96 P 459.96 P 919.92

(P) indicates paid taxes.

Jurisdictional Information

Commissioner: [District - 3](#)
[Donald W. Jones \(R\)](#)
 1945 Clark Ave
 Billings,
 MT 59102
 256-2701 - Work
 406-690-1434 -
 Home

Senate: [District - 25](#)
[Jen Gross \(D\)](#)
 PO Box 30472
 Billings,
 MT 59101
 406-696-0649 -
 Work

House: [District - 50](#)
[Mallorie Stromswold](#)
[\(R\)](#)
 4557 Pine Cove
 Road
 Billings, MT 59106
 406-670-0698 -
 Work

Ward: Outside City Limits

Precinct: [42](#)

High School: West

Middle School: Ben Steele

Elementary School: Meadowlark

Zoning: N4-Large Lot Suburban Neighborhood
[Click Here to view Billings Regulations](#)
[Click Here to view Laurel Regulations](#)
[Click Here to view Broadview Regulations](#)
[Click Here to view Yellowstone County Regulations](#)

SD 2 Trustee District #7: [List of Trustees](#)

Clerk & Recorder Documents For Tax Code:

Recording #	Document type	Recorded Date	Document Date	Book	Page
4021513	Deed of Conveyance	6/29/2022	6/29/2022		
3973168	Warranty Deed	5/21/2021	5/18/2021		
3969754	Quit Claim Deed	4/27/2021	4/26/2021		
3967000	Other	4/6/2021	4/6/2021	2022	SPLIT

Orion Detail

Owner Information

Primary Owner: BREWER, MATTHEW & ANGELA

Tax Code: C18089

GeoCode: 03-0926-03-3-01-43-0000

Property Address: 270 LIGHT STREAM LN BILLINGS 59106

Legal Description: SUNDANCE SUB (22), S03, T01 S, R25 E, BLOCK 1, Lot 20

Property Type: IMP_R - Improved Property - Rural

Site Information - [View Codes](#)

Levy District: 03-1965UF-O2-UF	Location:
Neighborhood Code: 203.006	Fronting:
Parking type:	Parking Prox:
Utilities:	Access:
Lot Size: 0.464 Acres	Topography:

Residential Building

Type: SFR	Index: 0.93
Year Built: 2022	ECF: 0.95
Year Remodeled:	Degree Remodeled:
Effective Year:	Utility: Average (7)
Style: 03 - Ranch	Exterior: 1 - Frame - 3 - Masonite
Story Height: 1.0	Condition: Very Good (9)
Roof Type: 3 - Gable	Roof Material: 10 - Asphalt Shingle
Foundation: 2 - Concrete	Basement: 0 - None
Central/AC: 3 - Gas	Grade-Factor: 5-1
Percent Complete: 100%	CDU:

Bedrooms: 4	Full Baths: 2	
Family Rooms:	Half Baths: 0	Addl Fixtr: 4
1st Floor: 1976	2nd Floor: 0	
Additional Area: 0	Bsmt Fnsh:	
Basement: 0	Heated Flr:	
Half Floor: 0	Daylight Basement:	
Attic: 0	Built-in Garage:	
Attic Type: 0 - None	Masonry F/P:	
Total: * 1976	F/P Stacks:	
	Pre Fab F/P: 1	

* includes finished, unfinished & attic footprint area(s).

Residential Building Additions

Addition Code	Area(Sq Ft)
19 - Garage, Frame, Finished	1228
11 - Porch, Frame, Open	96
11 - Porch, Frame, Open	192

Other Building and Yard Improvements

Code - Type	Quantity	Area/Unit	Classcode
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RPA2 - Concrete	1	1705	3301
RPA2 - Concrete	1		3301
RPA2 - Concrete	1		3301

GENERAL TAX DETAIL

Levy Description	1st Half	2nd Half	Total
COUNTY			
BRIDGE	\$11.23	\$11.23	\$22.46
COUNTY PLANNING	\$3.90	\$3.90	\$7.80
EXTENSION SERVICE	\$2.29	\$2.29	\$4.58
GENERAL FUND	\$106.68	\$106.68	\$213.36
LIABILITY & PROPERTY INSURANCE	\$6.77	\$6.77	\$13.54
LIBRARY	\$18.81	\$18.81	\$37.62
MENTAL HEALTH	\$2.90	\$2.90	\$5.80
METRA (CIVIC CENTER)&COUNTY FAIR	\$25.94	\$25.94	\$51.88
MUSEUM	\$5.71	\$5.71	\$11.42
PERMISSIVE MEDICAL LEVY	\$30.45	\$30.45	\$60.90
PUBLIC HEALTH	\$21.39	\$21.39	\$42.78
PUBLIC SAFETY - MENTAL HEALTH	\$9.61	\$9.61	\$19.22
PUBLIC SAFETY - SHERIFF	\$84.46	\$84.46	\$168.92
PUBLIC SAFETY- COUNTY ATTORNEY	\$35.97	\$35.97	\$71.94
ROAD	\$121.27	\$121.27	\$242.54
SENIOR CITIZENS-ELDERLY ACTIVITIES	\$12.29	\$12.29	\$24.58
WEED CONTROL	\$2.52	\$2.52	\$5.04
COUNTY TOTALS:	\$502.19	\$502.19	\$1,004.38
OTHER			
BIG SKY ECONOMIC DEVELOPMENT AUTHORITY	\$9.71	\$9.71	\$19.42
OTHER TOTALS:	\$9.71	\$9.71	\$19.42
SCHOOL			
ELEM & HIGH SCH TRANSPORTATION	\$7.90	\$7.90	\$15.80
ELEMENTARY RETIREMENT	\$74.13	\$74.13	\$148.26
HIGH SCHOOL RETIREMENT	\$42.26	\$42.26	\$84.52
SD #2 (BILLINGS) - ELEM ADULT EDUCATION	\$6.42	\$6.42	\$12.84
SD #2 (BILLINGS) - ELEM BUILDING RESERVE	\$6.45	\$6.45	\$12.90

SD #2 (BILLINGS) - ELEM DEBT SERVICE	\$108.10	\$108.10	\$216.20
SD #2 (BILLINGS) - ELEM GENERAL	\$273.37	\$273.37	\$546.74
SD #2 (BILLINGS) - ELEM TECHNOLOGY	\$13.23	\$13.23	\$26.46
SD #2 (BILLINGS) - ELEM TRANSPORTATION	\$58.68	\$58.68	\$117.36
SD #2 (BILLINGS) - ELEM TUITION	\$45.78	\$45.78	\$91.56
SD #2 (BILLINGS) - HS ADULT EDUCATION	\$9.90	\$9.90	\$19.80
SD #2 (BILLINGS) - HS BUILDING RESERVE	\$2.97	\$2.97	\$5.94
SD #2 (BILLINGS) - HS DEBT SERVICE	\$3.55	\$3.55	\$7.10
SD #2 (BILLINGS) - HS GENERAL	\$121.98	\$121.98	\$243.96
SD #2 (BILLINGS) - HS TECHNOLOGY	\$9.71	\$9.71	\$19.42
SD #2 (BILLINGS) - HS TRANSPORTATION	\$21.97	\$21.97	\$43.94
SD #2 (BILLINGS) - HS TUITION	\$13.13	\$13.13	\$26.26
SCHOOL TOTALS:	\$819.53	\$819.53	\$1,639.06

STATE

ACCREDITED HIGH SCHOOL	\$58.07	\$58.07	\$116.14
GENERAL SCHOOL	\$87.10	\$87.10	\$174.20
STATE EQUALIZATION AID	\$106.14	\$106.14	\$212.28
UNIVERSITY MILLAGE	\$19.36	\$19.36	\$38.72
VOCATIONAL-TECHNICAL SCHOOLS	\$4.19	\$4.19	\$8.38
STATE TOTALS:	\$274.86	\$274.86	\$549.72

TOTAL GENERAL TAXES	\$1,606.29	\$1,606.29	\$3,212.58
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* = Voted Levy to impose a New Mill Levy

** = Voted Levy Increase to a Levy Submitted to Electors

*** = Voted Levy to Exceed Levy Limit (MCA 15-10-420)

SPECIAL ASSESSMENTS

Description	1st Half	2nd Half	Total
BLGS URBAN FIRE DISTRICT	\$300.00	\$300.00	\$600.00
CRED COUNTY REFUSE DISTRICT	\$12.50	\$12.50	\$25.00
RSID 861M: ROADS	\$62.50	\$62.50	\$125.00
RSID 862M: DRY HYDRANT	\$12.50	\$12.50	\$25.00
RSID 863M: PARK	\$20.00	\$20.00	\$40.00
SOIL SOIL CONSERVATION	\$1.20	\$1.19	\$2.39
TOTAL SPECIAL ASSESSMENTS			

		\$408.70	\$408.69	\$817.39
General Taxes	District	Mill Levy	1st Half	2nd Half
BILLINGS OUTSIDE	O2	497.92	1,606.29	1,606.29
TOTAL TAXES DUE CURRENT YEAR:				\$4,029.97
<p>This property may qualify for a Property Tax Assistance Program. This may include: Intangible Land Value Assistance, Property Tax Assistance, Disabled or Deceased Veteran's Residential Exemption, and/or Elderly Homeowner's Tax Credit. Contact the Department of Revenue at (406)896-4000 for further information.</p>				

This Information is current as of 10/23/2023 10:42:50 AM

This Document Prepared By:

After Recording Return To:

Matthew Brewer and Angela Brewer
270 Light Stream Lane
Billings, MT 59106

Order No.: 3523220422-TP

Recorded by
Chicago Title

CTC: 3523220422

WARRANTY DEED
(Joint Tenancy)

For Value Received Corey Jensen and Virginia Jensen husband and wife, as joint tenants with right of survivorship, the grantor(s), do(es) hereby grant, bargain, sell and convey unto Matthew Brewer and Angela Brewer, as joint tenants with right of survivorship (and not as tenants in common), and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, of 270 Light Stream Lane, Billings, MT 59106, the grantee(s), the following described premises, in Yellowstone County, Montana, to wit:

Lot 20, Block 1, Sundance Subdivision, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3967000.

TO HAVE AND TO HOLD unto the Grantee and to the heirs and assigns forever, subject, however, to:

- A. All reservations and exceptions of record and in patents from the United States or the State of Montana;
- B. All existing easements and rights of way of record, building, use zoning, sanitary and environmental restrictions;
- C. Taxes and assessments for the year 2022 and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;

Except with reference to items referred to in paragraphs above, this Deed is given with the usual covenants expressed in §30-11-110, Montana Code Annotated.

This conveyance is made and accepted upon the express agreement that the consideration heretofore paid constitutes an adequate and full consideration in money or money's worth.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Corey Jensen by Virginia Jensen
his Attorney in Fact

Corey Jensen by Virginia Jensen as his Attorney in Fact

Virginia Jensen

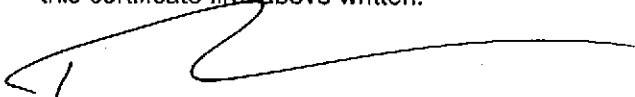
APR
6/29/22

WARRANTY DEED
(continued)

State of Montana
County of Yellowstone

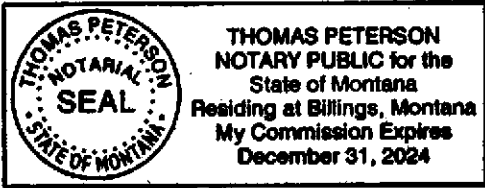
On this 21st day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Virginia Jensen, Individually and as Attorney in Fact for Corey Jensen, known to me to be the person(s) that executed the foregoing instrument and acknowledged to me that he/she executed the same.

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



Notary Public for the State of _____
Residing at _____,
My Commission Expires: _____

(SEAL)



PLAT OF
SUNDANCE SUBDIVISION

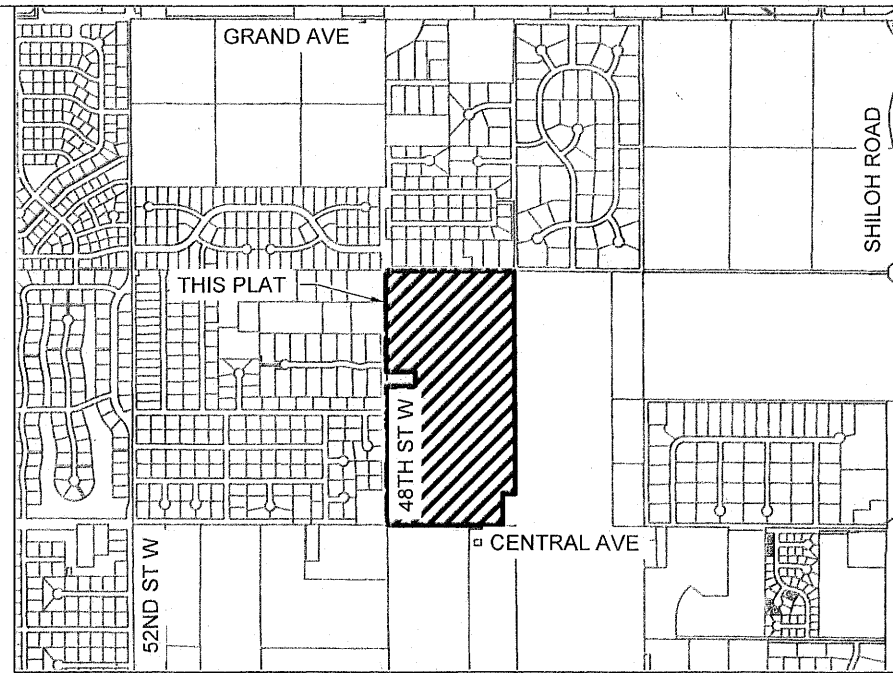
BEING LOCATED IN THE W $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 01 SOUTH,
RANGE 25 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : REGAL LAND DEVELOPMENT, INC



PREPARED BY: PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION : \pm 78.809
OCTOBER 2020



VICINITY MAP

Consent 3967001

SP 3967000
04/06/2021 03:53 PM Pages: 1 of 3 Fees: \$1.50
Subdivision Improvements Agreement

Document No. 3967002

Health 3967003
Easement 3967004
HOA 3967005
Res. 3967006
Res. 3967007
Res. 3967008



CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of Yellowstone)

KNOW ALL BY THESE PRESENTS: That the undersigned owners of the following described tract of land, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks, and streets as shown on the plat, said tract being situated in the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 3, Township 1 South, Range 25 East, P.M.M., Yellowstone County, Billings, Montana, said tract containing a gross area of 78.809 acres, and a net area of 55.622 acres, more or less.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of lines over, under and across the areas designated on the plat as Utility Easement to have and hold forever. Said tract to be known and designated as SUNDANCE SUBDIVISION.

Pursuant to 76-3-621(1) and 76-3-621(3)(a), the park requirement for this subdivision has been met by parkland dedication and cash in lieu contribution.

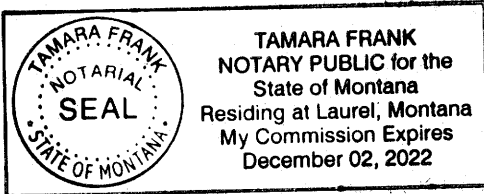
Regal Land Development, Inc.,

Daniel W. Wells
Daniel W. Wells, President

STATE OF MONTANA)
County of Yellowstone)

On this 3 day of March, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Daniel W. Wells, known to me to be a President of Regal Land Development, Inc., known to me to be the persons who signed the forgoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Tamara Frank
Notary Public in and for the State of Montana
Printed Name TAMARA FRANK
Residing at Laurel, MT
My commission expires 12-02-2022



CERTIFICATE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone)

We hereby certify that we have examined the plat of SUNDANCE SUBDIVISION and find that said plat conforms with the requirements of the law of the State of Montana and the Yellowstone County Subdivision Regulations. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of Yellowstone County, Montana, this 4th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS By: [Signature]
Commissioner

YELLOWSTONE COUNTY MONTANA By: [Signature]
Commissioner

Attest: [Signature] Clerk and Recorder
By: [Signature] Chairman

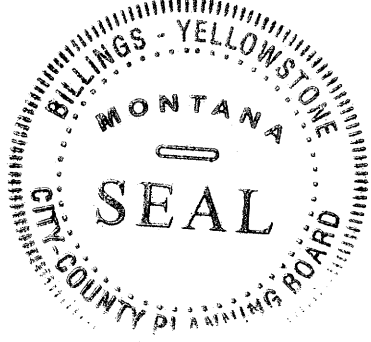
NOTICE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

3-9-21 Woody Woods
Date President

[Signature]
Executive Secretary



CERTIFICATE OF COUNTY ATTORNEY

This document has been reviewed by the County Attorney and it is acceptable as to form:

Dated this 22 day of March, 2021

Reviewed by [Signature]

CERTIFICATE OF SURVEYOR

I, the undersigned Mark W. Kadrmas, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision and the accompanying Certificate of Survey was prepared in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625 MCA.

Dated this 2nd day of March, 2021

Mark W. Kadrmas
Mark W. Kadrmas, PLS 51414LS



CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT

This subdivision Plat has been reviewed and approved by the Riverstone Health Department and the State Department of Environmental Quality.

[Signature]
Health Officer or Authorized Representative
Riverstone Health

17 MAR 2021
Date

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611 MCA, that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land have been paid.

Dated this 18 day of March, 2021

Mark Peters
Yellowstone County Treasurer, Deputy

BASIS OF BEARINGS

Bearings shown on this survey are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

Latitude of Origin: 45° 47' 00" N
Longitude of Origin: 108° 25' 00" W
Mapping Scale Factor: 1.0001518

Grid distances shown hereon are - for practical purposes - equal to ground distances.

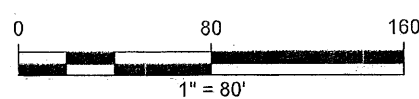
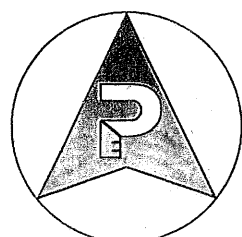
SURVEYORS NOTE

Unless otherwise noted, record distances between found monuments shown hereon are within local accepted practice.

Curve Table			
Curve #	Length	Radius	Delta
C1	15.83	10.00	090°42'50"
C2	73.97	230.00	018°25'33"
C3	69.36	230.00	017°16'41"
C4	16.28	10.00	093°18'06"
C5	87.86	158.64	031°44'01"
C6	14.52	10.00	083°10'21"
C7	46.95	61.50	043°44'23"
C8	90.22	61.50	084°03'25"
C9	30.97	61.50	028°51'25"
C10	15.98	218.64	004°11'17"
C11	116.01	218.64	030°24'03"
C12	16.02	10.00	091°47'40"
C13	99.31	170.00	033°28'13"
C14	15.59	10.00	089°19'27"
C15	16.27	10.00	093°13'21"
C16	88.65	61.50	082°35'24"
C17	63.03	61.50	058°43'08"
C18	44.12	61.50	041°06'23"
C19	91.86	750.00	007°01'04"
C20	101.92	750.00	007°47'10"
C21	11.40	750.00	000°52'14"
C22	90.71	530.00	009°48'23"
C23	100.15	530.00	010°49'37"
C24	99.12	530.00	010°42'55"
C25	2.73	750.00	000°12'30"
C26	102.15	750.00	007°48'14"
C27	100.30	750.00	007°39'44"
C28	5.42	970.00	000°19'12"
C29	103.23	970.00	006°05'51"
C30	100.46	970.00	005°56'01"
C31	4.02	530.00	000°26'06"
C32	103.79	530.00	011°13'14"
C33	103.54	530.00	011°11'37"
C34	22.16	530.00	002°23'43"
C35	82.62	847.00	005°35'19"
C36	98.43	847.00	006°39'30"
C37	15.63	10.00	089°32'15"
C38	15.83	10.00	090°40'33"
C39	15.09	10.00	086°28'10"
C40	142.39	810.00	010°04'18"
C41	40.63	810.00	002°52'26"

Curve Table			
Curve #	Length	Radius	Delta
C42	101.89	470.00	012°25'14"
C43	16.42	10.00	094°03'20"
C44	15.59	10.00	089°19'27"
C45	15.83	10.00	090°40'33"
C46	15.57	10.00	089°11'53"
C47	117.99	1030.00	006°33'49"
C48	104.04	1030.00	005°47'15"
C49	36.83	470.00	004°29'24"
C50	17.22	10.00	098°39'47"
C51	15.59	10.00	089°19'27"
C52	15.83	10.00	090°40'33"
C53	15.94	10.00	091°20'05"
C54	88.24	470.00	010°45'24"
C55	53.15	907.00	003°21'26"
C56	140.51	907.00	008°52'34"
C57	15.73	10.00	090°08'32"
C58	15.59	10.00	089°19'27"
C59	15.83	10.00	090°40'33"
C60	8.51	50.00	009°45'26"
C61	15.24	50.00	017°27'39"
C62	51.46	61.50	047°56'47"
C63	30.31	61.50	028°14'02"
C64	44.77	61.50	041°42'50"
C65	15.85	10.00	090°48'07"
C66	15.57	10.00	089°11'53"
C67	9.77	10.00	055°58'58"
C68	9.77	10.00	055°58'58"
C69	15.69	10.00	089°55'31"
C70	140.74	810.00	009°57'18"
C71	68.48	810.00	004°50'34"
C72	73.41	470.00	008°56'59"
C73	16.74	10.00	095°55'22"
C74	21.34	50.00	024°27'04"
C75	77.55	61.50	072°15'08"
C76	82.09	61.50	076°28'53"
C77	9.57	50.00	010°57'48"
C78	20.94	50.00	023°59'42"
C79	21.52	230.00	005°21'36"
C80	93.35	230.00	023°15'14"
C81	15.58	10.00	089°17'10"

PE STANDARD.CTB 11/5/2021 12:32:10 PM

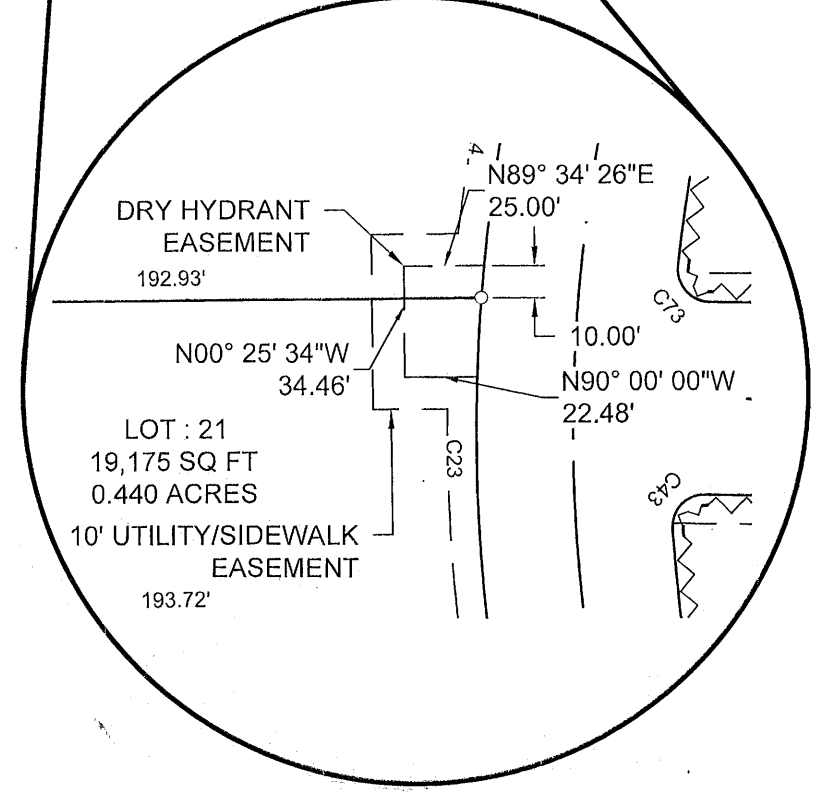
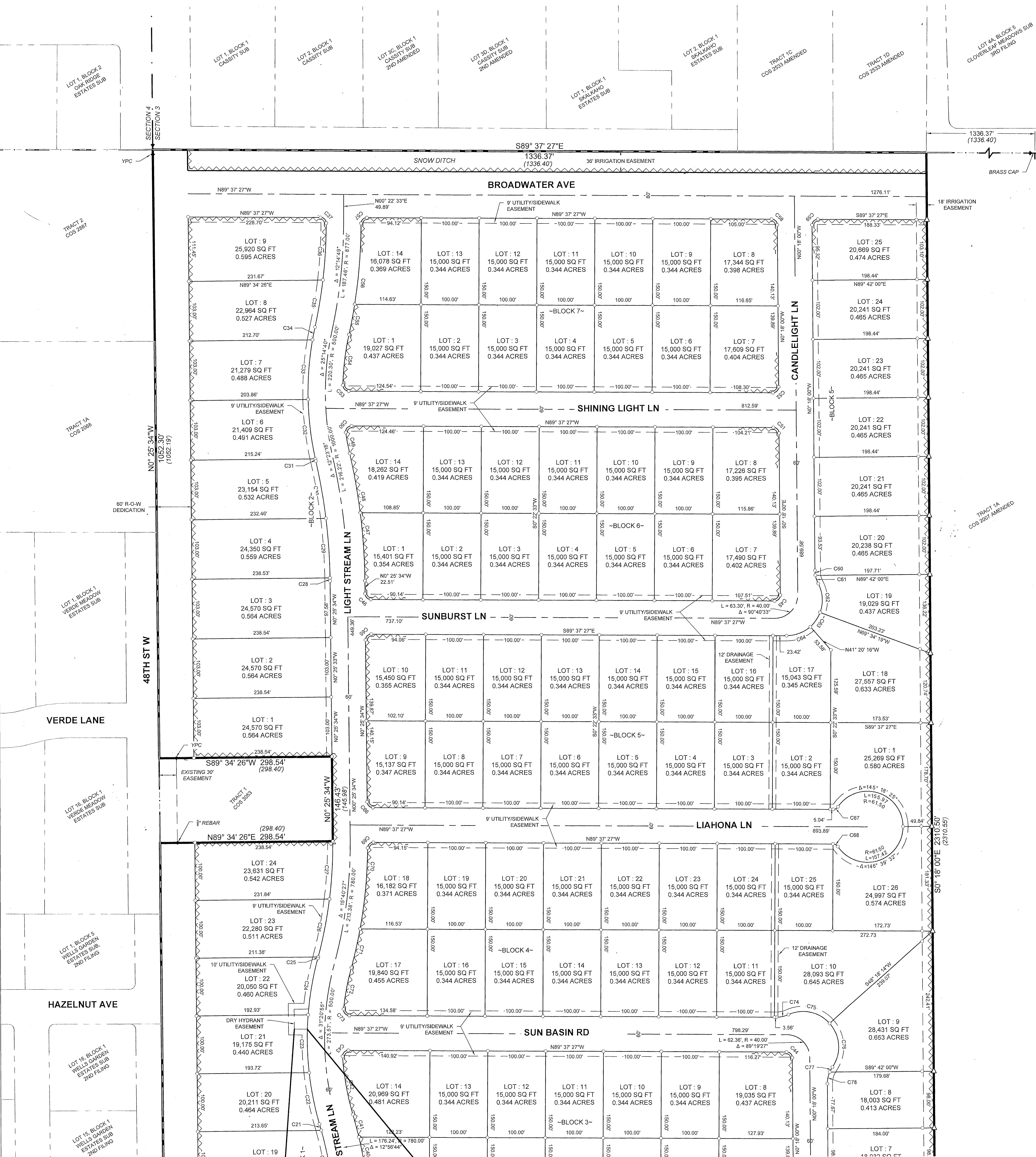


PLAT OF
SUNDANCE SUBDIVISION

BEING LOCATED IN THE W¹/₂ OF THE SW¹/₄ OF SECTION 3, TOWNSHIP 01 SOUTH,
RANGE 25 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

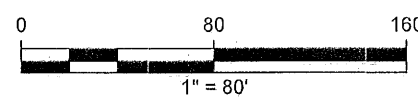
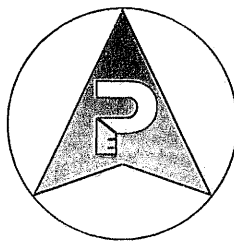
LEGEND

- = FOUND MONUMENT, AS DESCRIBED
- = SET $\frac{5}{8}$ " X 18" RB W/ PEC YPC, UNLESS OTHERWISE NOTED
- △ = ACTUAL PROPERTY CORNER LOCATION, NOT SET
- ✱ = SECTION CORNER, FOUND
- ✱ = QUARTER CORNER, FOUND
- = SURVEY BOUNDARY
- - - = EASEMENT LINE
- = PROPERTY LINE
- ~~~~~ = 1' NO ACCESS STRIP
- (####) = RECORDED DISTANCE



SP 3967000
04/05/2021 03:53 PM Pages: 2 of 3 Fees: \$1.50
Jeff Martin Clerk & Recorder Yellowstone MT

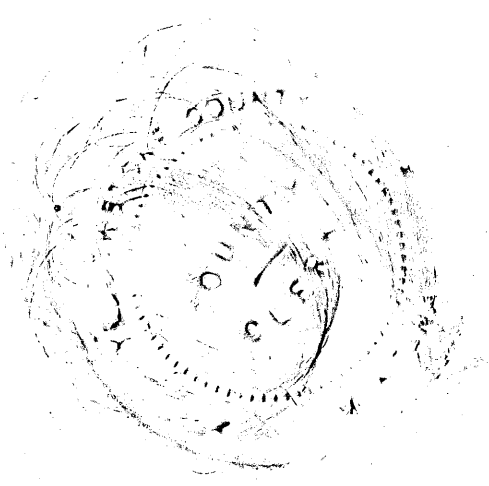
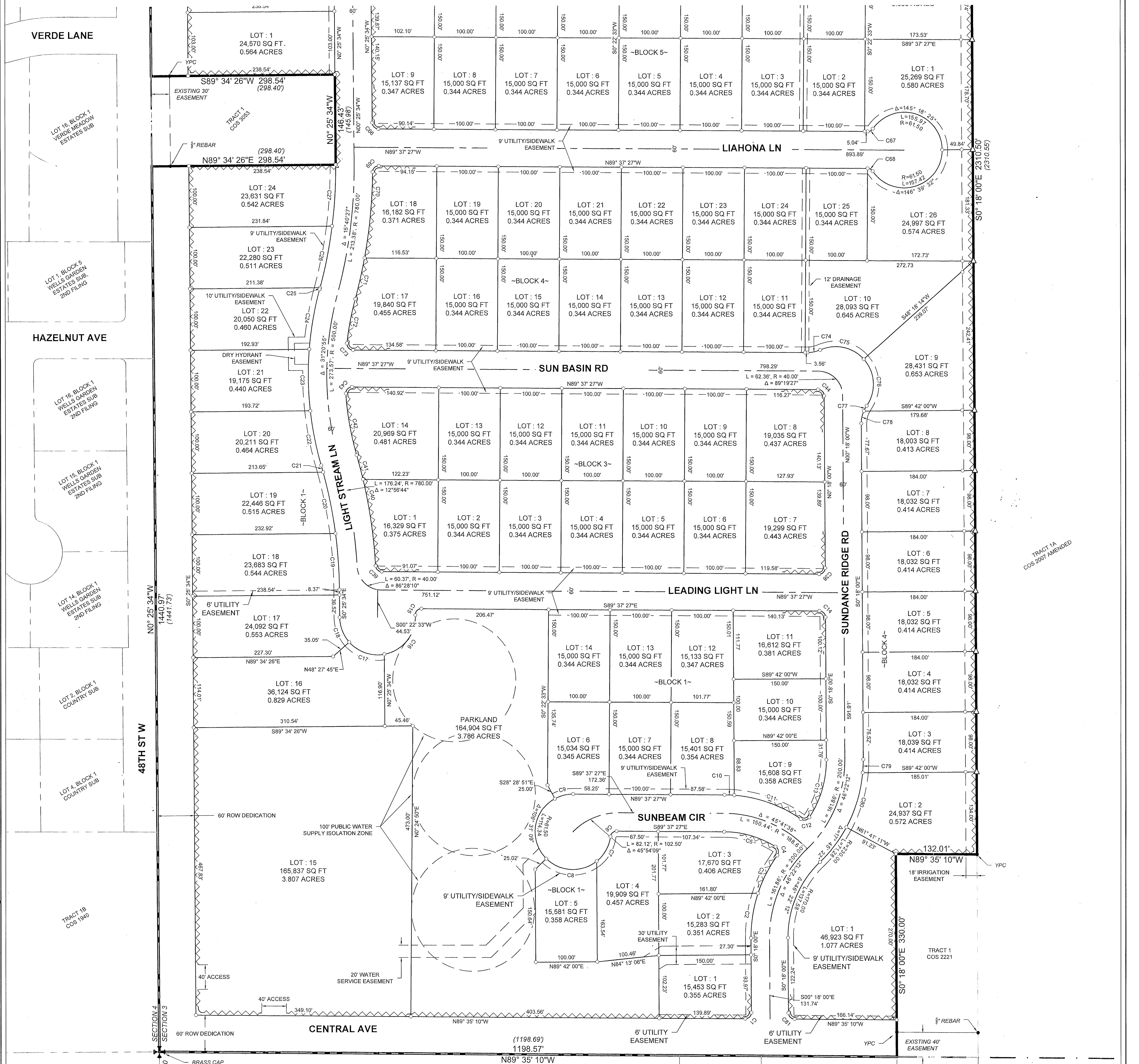
C:\Users\Craig\Documents\Dropbox (PEC Billings)\PEC Billings Team Folder\Site Eng\2018-031 48th & Central Sub\CAD\DWG\Plat18-031 Final Plat.dwg 17/05/2021 12:22:10 PM PE STANDARD.CTB



PLAT OF SUNDANCE SUBDIVISION

BEING LOCATED IN THE W¹/₂ OF THE SW¹/₄ OF SECTION 3, TOWNSHIP 01 SOUTH,
RANGE 25 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

LEGEND	
	= FOUND MONUMENT, AS DESCRIBED
	= SET 8" X 18" RB W/ PEC YPC, UNLESS OTHERWISE NOTED
	= ACTUAL PROPERTY CORNER LOCATION, NOT SET
	= SECTION CORNER, FOUND
	= QUARTER CORNER, FOUND
	= SURVEY BOUNDARY
	= EASEMENT LINE
	= PROPERTY LINE
	= 1' NO ACCESS STRIP



SP 3967000
04/06/2021 03:53 PM Pages: 3 of 3 Fees: 01.50
Jeff Martin Clerk & Recorder Yellowstone County, MT



Return to:
In Site Engineering, P.C.
4118 Woodcreek Dr
Billings, MT 59106

**DECLARATION OF COVENANTS, RESTRICTIONS
AND DESIGN GUIDELINES FOR SUNDANCE SUBDIVISION**

TABLE OF CONTENTS

**ARTICLE 1 - DECLARATION OF PURPOSE AND
BINDING EFFECT**

ARTICLE 2 – EXPANSION

1. Addition of Lots to this Declaration
2. Conditions of Expansion

ARTICLE 3 - DEFINITIONS

1. Articles
2. Assessment
3. Association
4. Board of Directors
5. Building
6. Bylaws
7. Declaration
8. Design Review Committee
9. Design Standards
10. Developer
11. Governing Documents
12. Grantor
13. Improvement
14. Lot
15. Member
16. Owner or Owners
17. Person
18. Plans
19. Property
20. Project
21. Project Documents
22. Sundance Subdivision
23. Service Charge
24. Structure
25. Zoning Ordinance

ARTICLE 4 - USE RESTRICTIONS

1. Residential Use
2. Commercial Use
3. Buildings Must be New
4. Temporary Residence
5. Parking

6. Prohibited Activities

7. Maintenance

- a. General Maintenance
- b. Unimproved Lots
- c. Unsightliness/Blight
- d. Restoration/Removal of
Residential Improvements
- e. Maintenance by Association

8. Screening

9. Animals/Pets

10. Drainage

11. No Further Subdivision

12. Signs

13. Noxious Weeds

14. Antennas/Transmitters

ARTICLE 5 - CONSTRUCTION REQUIREMENTS

1. Design Standards
2. Design Review
3. Scheduling
4. Duration
5. Compliance with Project Documents
6. Material Storage and Removal
7. Contractor Parking
8. Fines
9. Construction Hours/Noise
10. Cleanup of Construction Debris
11. Foundations
12. HUD and Log Homes
13. Duplexes/Multifamily Homes
14. Prefabricated/Modular Homes

ARTICLE 6 - UTILITIES

1. Utility Lines

ARTICLE 7 - DESIGN REVIEW

1. Design Review
2. Design Review Committee
3. Required Plan Review
4. Review Fees

5. Preliminary Plan Review
6. Final Plan Review and Application
 - a. Site Plan
 - b. Building Plan
 - c. Landscaping Plan
 - d. Other information
7. Basis of Approval
8. Decision
9. Variances
10. Changes to Approved Plans
11. Inspections
12. Non-Liability
13. Enforcement.

ARTICLE 8 - DESIGN STANDARDS

1. Landscaping
2. Sidewalks
3. Setbacks
4. Design of Structures
 - a. Traditional Design
 - b. Exterior Walls
 - c. Accessory Buildings
 - d. Square footage
5. Shops/outbuildings
 - a. Size
 - b. Materials
 - c. Roof
 - d. Height
6. Fences
7. Yard Lights
8. Color
9. Pools and Hot Tubs
10. Driveways

ARTICLE 9 - OWNERS ASSOCIATION

1. Organization of Association
2. Duties and Powers
3. Membership
4. Bylaws
5. Board of Directors

ARTICLE 10 - ASSESSMENTS

1. Purpose
2. Creation of Lien, Personal Obligation and Non-Waiver
3. Regular Assessments
4. Extraordinary Assessments

5. Special Assessments
6. Due Date of Assessments
7. Allocation of Assessments
8. Interest and Late Charges
9. Transfer of Lot by Sale or Foreclosure
10. Voluntary Transfer of Lot
11. Enforcement of Assessment Obligation
12. Covenant to pay Assessments
13. Remedies for Non-payment of Assessments

ARTICLE 11- PARK MAINTENANCE & IMPROVEMENT ASSESSMENTS

1. Fees
2. Park Committee members

ARTICLE 12 – Level II Wastewater Testing and Pumping on individual drainfields.

1. Testing, pumping and management
2. Assessments

ARTICLE 13 - ENFORCEMENT OF THIS DECLARATION

1. Enforcement
2. Complaints
3. Special Assessments
4. Restoration of Lot
5. Structural Violations
6. Cost: Compliance
7. Legal Proceedings
8. Payment of Cost and Attorney Fees
9. Enforcement Costs
10. Non-Exclusive Remedy
11. Failure to Enforce

ARTICLE 14 - MISCELLANEOUS PROVISIONS

1. Prescriptive or Implied Easements
2. Grantor's Rights and Reservations
3. Nonwaiver
4. Severability
5. Conflict of Project Documents
6. No Warranty of Enforceability

ARTICLE 15 - AMENDMENT AND TERMINATION OF THIS DECLARATION

1. Duration
2. Amendment
3. Additions or Deletions
4. Recordation of Changes

ARTICLE 1- DECLARATION OF PURPOSE AND BINDING EFFECT**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

("Declaration") is made this 2 day of February, 2021 by Regal Land Sundance, LLC, a Montana limited liability company, hereinafter referred to as "Grantor" or "Developer".

RECITALS

Grantor is the owner of certain real property situated in Yellowstone County, Montana, which is more particularly described on Exhibit A, attached hereto, and incorporated herein by this reference. The property is the site of a residential development to be known as "Sundance Subdivision" and hereinafter referred to as the "Property":

1. Grantor desires to subject the Property, together with all the buildings and other improvements now or hereafter constructed thereon, to this Declaration.
2. Grantor hereby declares that the Property shall be held, conveyed, sold, and improved, subject to the declarations, limitations, covenants, conditions, restrictions, and easements contained herein. These declarations, limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and each estate therein and shall be perpetually binding upon all Owners and their successors-in-interest and assigns, and all persons having or acquiring any right, title, or interest in or to any part or related appurtenance of the property of any Lot, parcel or portion of the Property and any interest therein. Lot 15 Block 1 and Lot 1 Block 4 are excluded from these covenants and restrictions.
3. All Owners by acceptance of a deed to any Lot subject to this Declaration, and all purchasers of Lots under a contract of sale, agree to conform to, and be bound by these covenants, conditions, and restrictions, and to accept jurisdiction of the Association, its Board of Directors, and the Design Review Committee, or grantor in all matters so defined by these covenants, conditions, and restrictions.

NOW THEREFORE, Grantor does hereby make, establish, confirm and impress upon all of said real property the following covenants, conditions and restrictions, limitations, easements, and equitable servitudes, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any Lot,



parcel or portion thereof, and to sustain the value, natural integrity, desirability and attractiveness of the Property.

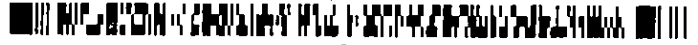
ARTICLE 2- EXPANSION

1. Addition of Lots to this Declaration. Developer hereby reserves the right, in its sole discretion, until the twenty-fifth (25th) anniversary of the recordation of this Declaration, to add any or all lots in subsequent filings of Sundance Subdivision (hereafter referred to as "Expansion Lot(s)"), to the provisions of this Declaration, without the consent of any other owner, mortgagee, or trustee or beneficiary of any trust indenture.
2. Conditions of Expansion. Developer may proceed with the addition of Expansion Lots without the consent of Sundance Homeowners Association, or any of the members of such Association, subject to the following conditions:
 - a. Developer may add Expansion Lots to the provisions of this Declaration one or more lots at a time, in any order by executing and recording an amendment to this Declaration, adding the Expansion Lots to the provisions of the Declaration.
 - b. From and after the recording date of each such amendment the Owners of newly added Expansion Lots shall be members of Sundance Homeowners Association and shall be bound by the provisions of this Declaration and the By-laws of Sundance Homeowners Association, as the same may be amended from time to time.

ARTICLE 3-DEFINITIONS

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project documents, shall have the following meanings:

1. Articles. The Articles of Incorporation of the Association, as restated or amended from time to time.
2. Assessment. Fees payable by an Owner to the Association as determined by the Board of Directors pursuant to this Declaration. Assessments may be designated as "Regular Assessments," "Special Assessments" and "Extraordinary Assessments" as those terms are more specifically defined in this Declaration.
3. Association. "Sundance Homeowners Association," an association formed by Grantor in conjunction with the execution and recordation of this Declaration.
4. Board of Directors. The Board of Directors of the Association, as it shall be constituted from time to time as more specifically defined in Article 9 of this Declaration, also referred to herein as the "Board."



5. Building. A Structure.
6. Bylaws. The Bylaws of the Association as restated or amended from time to time.
7. Declaration. This Declaration of Covenants, Conditions and Restrictions as amended from time to time.
8. Design Review Committee. A committee appointed to review all Plans for Improvements within the Project. The committee shall be established and function according to procedures set forth in this Declaration. The Design Review Committee is also referred to herein as the DRC.
9. Design Standards. Guidelines and standards for Lot and common area Improvements as set forth in this Declaration and as amended from time to time.
10. Developer, and its successors and assigns; provided, however that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder, unless specifically set forth in an instrument of succession or assignment or unless such rights and obligations pass by operation of law.
11. Governing Documents. The Article of Incorporation of the Association, this Declaration, and the Association Bylaws, all as initially drawn by the Grantor and filed and recorded as the case may be, and all as may be duly amended from time to time.
12. Grantor. Regal Land Sundance, LLC, its successors and assigns, but expressly excluding third parties or end users purchasing individual Lots for development and/or sale.
13. Improvement. A Structure or any other man-made undertaking.
14. Lot. Any parcels of land designated for improvement in the Project, or such Expansion Lots as may be added to the Project in accordance with Article 2 above.
15. Member. A member of the Association, as defined in Article 9 of this Declaration.
16. Owner or Owners. The record holder or holders of title of a Lot or Lots within the Project. This shall include any Person having a fee simple title to any Lot but shall exclude Persons or entities having any interest merely as a security for the performance of any obligation. Further, if any Lot is sold under a recorded contract for sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner".
17. Person. Any natural person, corporation, partnership, association, trustee, personal representative of a decedent's estate, or other legal entity.
18. Plans. Includes the site plan, building plan and landscape plan presented for review and approval by the Design Review Committee.
19. Property. The real property described above which is subject to this Declaration, and every easement or right appurtenant thereto, and all improvements on such real property.
20. Project. The Property also known as the "Sundance Subdivision".
21. Project Documents. This Declaration and the Articles and Bylaws of the Association, as each exists or may be restated or amended from time to time.
22. Sundance Subdivision. Sundance Subdivision, Yellowstone County, Montana, and any Expansion Lots.



23. Service Charge. Compensation paid by an Owner to the Association for specific services provided to the Owner by the Association or for a violation of the conditions, restrictions and covenants included in the Project Documents, as found necessary to cover Association costs as determined by the Board.
24. Structure. A man-made edifice including residences, buildings, guest houses, garages, outbuildings, shops, sheds, gazebos, platforms, solar cells, wind turbines, decks, and constructed patios in excess of 100 square feet in area and/or four feet in height.
25. Zoning Ordinance. Yellowstone County zoning codes and ordinances, as amended from time to time, which are applicable to the Project.

ARTICLE 4 - USE RESTRICTIONS

1. Residential Use. All Residential Structures shall be built and used for single family residential purposes only. No more than one single family residence with outbuildings for the use of occupants of such residence shall be permitted on each Lot. Grantor or the Board may provide exceptions, in their sole discretion, to allow homes to be rented according to the county regulations.
2. Commercial Use. Except as otherwise provided below, no Lot shall be used at any time for business or commercial activity, or other non-residential purposes excepting, however, that a home business may be operated out of a residence where the use or activity complies with all of the following criteria: 1) the business is conducted exclusively by Persons residing on the Lot and/or immediate family members of such Persons, and 2) no noticeable increase in traffic over and above normal residential activity is generated by such home business, and 3) no exterior signs or other indications of the home business shall be displayed, and 4) the business activity complies with all requirements of Yellowstone County zoning ordinances.
3. Buildings Must Be New. Any residential Structure erected on a Lot shall be of new construction; no old or used residential Structure shall be moved onto any Lot.
4. Temporary Residence. No trailer or other vehicle, temporary structure, garage, accessory Building, or outbuilding shall be used as living quarters or as a residence, except by the Grantor during the construction period.
5. Parking. No recreational vehicles, boats, campers, or trucks larger than those having a two-ton manufacturers rating may be parked or stored on a road or driveway within the Subdivision, excepting emergencies and deliveries. No utility, boat, travel or other trailer, motor home, recreational vehicle, commercial vehicle, bus, truck having a manufacturer rating of more than two-tons, unlicensed or inoperable motor vehicle or equipment, or vehicle which is in a state of disrepair, shall be parked or stored on a road or driveway within the Project, or shall be permitted to otherwise remain on any Lot for more than five (5) consecutive days unless placed or maintained within a Screened Structure or

building. All parking or storing of vehicles or trailers shall be behind the front of a house, and stored vehicles or trailers shall not face or side a street, as is possible on a corner lot. All motorized vehicles shall be parked or driven only on roadways, driveways, garages, and designated parking areas. No heavy machinery, heavy equipment or similar items shall be stored, kept, or maintained on a Lot except in the course of active construction.

6. Prohibited Activities. No noxious or illegal activity shall be conducted in Sundance Subdivision, nor shall anything be done to interfere with the quiet enjoyment of the other Owners or occupants of Lots. Excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, or noise is prohibited in Sundance Subdivision. No Person shall allow any of the following to be done or conditions to exist on any Lot: (a) any private or public nuisance; (b) any business, trade or activity (business or private) which is noxious, unreasonably noisy or offensive; (c) any place of public entertainment or amusement; (d) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products, except for legal personal use or storage for medicinal purposes; (e) gambling; or (f) any other conduct or condition which would be considered a nuisance or disruptive to the atmosphere of quiet meditation enjoyed by the parishioners attending the adjacent religious edifices. The Board of Directors, after giving one warning in writing, may fine Owners who subsequently violate this restriction, and such fines will be treated as a Special Assessment.

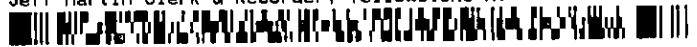
7. Maintenance. Each Lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat, and orderly condition at all times.

a. General Maintenance. Each Owner shall maintain all Improvements and landscaping located on their Lot, and the landscaping in the berm in the right of way in front of their Lot, in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, and otherwise maintain the same in a neat and aesthetically pleasing condition. All damage to any Improvements shall be repaired as promptly as is reasonably possible.

b. Lots. Owners shall maintain their Lot(s) until construction is commenced. Maintaining a Lot shall include not allowing natural vegetation to grow beyond ten inches in height.

c. Unsightliness/Blight. Any event or condition on a Lot which in the sole discretion of the Board or Grantor, creates an unsightly or blighting influence, shall be corrected, or removed by the Owner, immediately upon notification of such unsightly or blighting influence by the Board or Grantor, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

d. Restoration/Removal of Residential Improvements. In the event of the destruction of any portion of any Improvement, it shall be the duty of the Owner to



restore and repair the same to its former condition or remove such Improvement as promptly as practical. If an Improvement is removed, the grounds of the affected area shall be restored in topography and vegetation to prevent any environmental damage and be aesthetically acceptable to the DRC. If reconstruction, remodeling, or renovation affects the exterior of an Improvement, respective Plans shall be reviewed and approved by the DRC.

- e. Maintenance by Association. If any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Board shall notify the Owner to take corrective action. If corrective action is not taken by the Owner within such reasonable time, as determined by the Board in its sole discretion, after receiving said notification, the Board may cause such corrective action to be taken and shall assess the expense of correction to the Owner as a Special Assessment.
8. Screening. All unsightly facilities, equipment, objects, and conditions shall be enclosed within an approved Structure or appropriately screened from public view. All trash, debris, garbage, and refuse shall be kept in covered containers that shall be screened, walled, or kept in an enclosed area shielded from public view, except on days of trash pickup. All walls, enclosed areas or screening shall be a maximum of six (6) feet in height and shall otherwise conform to the standards set forth in the Design Standards.
9. Animals/Pets. Except as otherwise provided herein, no insects, wild animals, cattle, pigs, poultry (except laying hens), goats, horses or livestock of any kind shall be raised, bred, or maintained on any Lot. Domesticated dogs, cats, birds, or other household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
10. Drainage. No Owner, Member or Person shall change or interfere with the designed drainage of any part of the Property in connection with the approved plans.
11. No Further Subdivision. No Lot shall be further subdivided, provided, however, that a Lot may be enlarged by consolidation with an adjacent Lot which shall be evidenced by a recorded instrument and the resulting larger parcel shall thereafter be deemed to constitute a single Lot for all purposes under this Declaration, including voting rights. This restriction shall not prevent an Owner from transferring or selling any Lot to more than one Person to be held by them as tenants in common or joint tenants.
12. Signs. The only approved signs allowed on any Lot will be the following: "Home for Sale" or "For Rent" (if approved by Grantor or the Board), small signs designating home security (supplied by agency), signs temporarily posted for yard sales, and election signs. Election signs may only be displayed on Lots during the thirty (30) day period prior to the election, must be removed the day following the election, must be pertinent to election issues or candidates, and shall not exceed two feet by three feet in size. No more



than three election signs shall be permitted on any Lot. No signs shall be in public right of way, except those installed by or required by the County and the signs placed in these areas by the Board.

13. Noxious Weeds. Each Owner shall control noxious weeds on his or her Lot.
14. Antennas/Transmitters. Equipment such as antennas, satellite dishes, evaporative coolers and the like may only be mounted on that portion of a roof which is not visible from the street upon which a Lot is located, unless such installation is required to permit reception of the desired signal for a satellite dish that does not exceed 24" in diameter and has approved by the Board. No electronic or radio transmitter of any kind, other than garage door openers or customary home electronic devices, shall be located or operated in or on any Structure or on any Lot.

ARTICLE 5-CONSTRUCTION REQUIREMENTS

1. Design Standards. All Improvements to any Lot shall comply with the Design Standards as set forth in this Declaration, as they may be amended and adopted from time to time by the DRC or Grantor.
2. Design Review. No Improvement shall be built, constructed, reconstructed, erected, placed, or materially altered on any Lot until applicable Plans therefore have been reviewed and approved by the DRC.
3. Scheduling. The Owner or the Persons performing the construction activity shall provide the DRC with the tentative construction schedule no later than one (1) week prior to initiating construction.
4. Duration. Construction of Improvements on a Lot shall be commenced within one (1) year from the date the Plans are approved by the DRC. Construction shall be diligently performed from commencement to completion of the exterior of the Improvement(s) and any necessary improvements to the grounds surrounding and affected by the construction of the Improvement(s). The exterior of the Improvement(s) shall be completed within one (1) year after the commencement of construction unless the DRC approves an extension due to extenuating circumstances. The Owner of the Lot(s) shall, within a period of one (1) year after occupancy of a newly constructed dwelling on the Lot, provide grass and/or other appropriate landscaping to cover all unimproved or disturbed areas of the Lot(s).
5. Compliance with Project Documents. It is the responsibility of the Owner to make sure that all contractors, subcontractors, material suppliers, and others working on an improvement to the Owner's Lot comply with all Project Documents. Failure to comply with the Project Documents may result in fines being levied against the Owner and/or a directive from the Board to discontinue construction (stop work order). Fines will be charged to the Owner as a Special Assessment.



6. Material Storage and Removal. No building material of any manner or character shall be placed or stored on the Property until the Owner is ready to commence construction of Improvements. All materials stored on-site during construction shall be neatly stacked on the Lot where they will be used.
7. Contractor Parking. Contractors, subcontractors, material suppliers, and other Persons involved in the construction of Improvements shall park only on the Lot on which they are working. No parking will be allowed on any Lot that is not a part of the construction project. Fines for noncompliance will be assessed as Special Assessments to the Lot Owner. The fine will be a minimum of \$250.00. Photographs with a date and time stamp delivered by Grantor will be sufficient evidence to impose a Special Assessment on the Lot Owner.
8. Fines. Lot Owners will be required to provide SWIPPS for construction projects on their Lot(s). If storm water or waste flows from one Lot (the "Noncompliant Lot") to another Lot not owned by the same Person(s) (the "Downstream Lot") and results in a fine to the Downstream Lot Owner, the Noncompliant Lot will be responsible for paying or settling any fine levied against the Downstream Lot Owner by any governmental agencies. The Noncompliant Owner agrees to pay to Grantor the amount of any fines levied by governmental agencies against Grantor for activities beginning on the Noncompliant Lot.
9. Construction Hours/Noise. To maintain the tranquility of the Project and to minimize inconvenience to neighboring Lots, no exterior construction activity shall commence before 7:00 A.M. or continue after 8:00 P.M., and no excessively loud playing of radios, or other amplification devices shall be allowed by construction workers so as to disturb Lot Owners.
10. Cleanup of Construction Debris. Owners shall require that all construction workers take reasonable measures to contain construction debris and other garbage on the Lot and surrounding areas, including but not limited to coffee cups, and food wrappers. Owners must arrange for cleanup of debris on the Lot and surrounding areas at least twice a week during construction. Fines for noncompliance will be assessed as Special Assessments to the Lot Owner. The fine will be a minimum of \$100.00 plus labor and the equipment required to clean-up the construction debris and other garbage. Photographs with a date and time stamp delivered by Grantor will be sufficient evidence to levy such Special Assessment.
11. Foundations. All Structures will be required to follow a soils report by a licensed engineer, and the responsibility of all soil mitigation is the responsibility of the current lot owner or builder.
12. HUD and Log Homes. No non-HUD compliant or Log Homes shall be permitted in Sundance Subdivision.
13. Duplexes/Multi-family Homes. No duplexes or attached multi-family homes shall be permitted in the Sundance Subdivision.

14. Prefabricated/Modular Homes. Except as set forth in Article 4, Section 4, prefabricated, modular, manufactured, or existing homes may not be constructed or moved upon any Lot in the Sundance Subdivision.

ARTICLE 6 - UTILITIES

1. Utility Lines. All utility lines, cables and pipes shall be placed underground; no overhead lines shall be permitted. Installation of all underground services shall be coordinated to minimize the amount of excavation required. Each Owner is responsible for installation of underground services across his or her Lot from the adjacent service pedestal or junction box.

ARTICLE 7 - DESIGN REVIEW

1. Design Review. For the purposes of assuring the development of the Project as an area of high standards, the Grantor reserves the right to assure that any Improvement that is constructed in the Project meets standards and guidelines as set forth in this Declaration, including the Design Standards described below. The DRC reserves the right to make exceptions to the Design Standards as it shall deem necessary and proper. The DRC shall have the authority to augment, amend, or otherwise modify such Design Standards from time to time, without consent of any other Owners. At least seventy-five percent (75%) of the members of the DRC must consent, in writing, to the new or modified standards.
2. Design Review Committee. If Grantor owns any Lot, Grantor shall have the sole authority to act as the DRC, or to appoint the members of the DRC. The DRC shall consider and review all Plans submitted for approval based on Design Standards set forth in this Declaration. Grantor, in its sole discretion, may elect to turn over its power to appoint the DRC members to the Board at any time prior to relinquishing its ownership of its Lots. When Grantor no longer has the authority to appoint the DRC due to Grantor's voluntary relinquishment of control prior to selling all of its Lots, or due to Grantor no longer owning any Lot, the DRC shall be appointed by the Board. Unless other members of the DRC have been appointed by the Board, the Board shall act as the DRC. The DRC shall consist of (5) members.
3. Required Plan Review. No Improvement shall be erected, constructed, placed, continue to be constructed, or maintained upon any Lot, nor shall any major remodeling, reconstruction, or alteration of a Structure's exterior be made or continue to be made, nor shall any major excavation occur on the Property, unless and until the same has been approved in writing by the DRC.
4. Review Fees. The DRC shall have the right to require an Owner applying for approval of Plans, or for preliminary review, to pay a review fee to compensate the DRC for reasonable expenses incurred in reviewing and processing the application.



5. Preliminary Plan Review. Preliminary Plan review shall be an optional informal advisory process intended to be an open dialogue process between an Owner and/or a prospective buyer of an Owner's Lot, and the DRC.
6. Final Plan Review and Application. Before beginning the construction of any Improvement, any alteration of a Structure's exterior, or any landscaping changes, the Person desiring to erect, construct, or modify the same shall submit to the DRC 1 set of final Plans for the proposed Improvements or a PDF file. These final Plans shall be signed by the Owner, contain all information requested and be accompanied by all other material to be submitted, as hereinafter provided,
 - a. Site Plan: A site plan showing: 1) the location of all Improvements including Structures, fences, walls, driveways, parking areas, utilities, outbuildings, decks; and 2) existing topography and contour in relation to the proposed Improvement and cut and fill excavation requirements; and 3) other pertinent information relating to the Improvements. General or typical cross-sections and profile plans shall be submitted where major excavation is proposed.
 - b. Building Plan: A building plan which shall consist of 1) the Structures dimensions; and 2) elevation drawings or sketches of the exterior of the Structure(s); and 3) information concerning the exterior of the Structure(s) which shall indicate all exterior colors, materials and finishes, including roof, to be used.
 - c. Landscape Plan: A general landscape plan and/or drawings of proposed landscape features including planting areas, location of existing trees and proposed removal of such, proposed plant types, drainage plans and storm water management plans.
 - d. Other Information: The DRC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the DRC in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the DRC, in reviewing and processing the application.
7. Basis of Approval. In reviewing the application, final Plans and the other materials submitted therewith, and in reaching a decision thereon, the DRC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complimentary design and appearance, of a quality required to maintain the Project as a first-class residential development. Approval by the DRC shall be based, among other things, on (a) the Design Standards, (b) the adequacy of the Lot dimensions in relation to the Plans, (c) conformity and harmony of external design with neighboring Improvements, (d) the effects of location and use of proposed Improvements on neighboring Lots and Common Area, (e) relation of Improvements and finished ground elevations to existing topography and grades, (f) natural landscaping of the Lot in relation to that of neighboring Lots, (g) proper facing of the main elevation with respect to that of



neighboring Lots, (h) proper facing of the main elevation with respect to adjacent Lots and common area; (i) the overall aesthetics of subdivision; and (j) the conformity of Plans to the purpose and general plan and intent of the Declaration. Each Owner, by acceptance of a deed to any Lot, including Expansion Lots, agrees to accept the aesthetic decisions of the DRC as final and binding, and waives any right to challenge those decisions through legal action.

8. Decision. Except as otherwise provided herein, the vote of a majority of all of the members of the DRC, or the written consent of a majority of all of the members of the DRC taken without a meeting, shall constitute an act of the DRC. Unless extended by mutual consent of the Owner and the DRC, the DRC shall render its decision with respect to the final application within thirty (30) days after the receipt of a complete application. If additional information is requested of the Owner to complete the review, a reasonable amount of additional time shall be allowed for the DRC to consider this information prior to rendering a decision. The decision of the DRC can be in the form of an approval, a conditional approval, or denial and shall be in writing, dated, and signed by at least two (2) members of the DRC. A copy thereof shall be mailed to the Owner at the address shown on the application. Approval of final Plans shall be evidenced by a written endorsement on such final Plans, a copy which shall be delivered to the Owners of the Lot upon which the proposed Improvements are to be located. A copy of such final, approved Plans shall be kept on the respective Lot during the entire course of work to which said Plans relate. No significant changes or deviations in and from such final Plans, as approved, shall be made without the prior written consent of the DRC. A denial of an application shall state the reasons for such denial. Conditional approval of proposed Plans as submitted and reviewed may be granted by the DRC outlining specific changes, alterations, and amendment to such Plans that shall be required in construction of the proposed Improvement. Owner shall acknowledge acceptance of any conditional approval in writing prior to the start of construction.
9. Variances. The DRC may waive or grant variances to any conditions and restrictions contained in this Declaration, or to any prior approval, when, in the sole discretion of the DRC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations, or hardship may so require, or when the proposed Improvement is not in strict conformance with the Design Standards but meets the aesthetic intent of the Design Standards.
10. Changes to Approved Plans. Owners must obtain approval of the DRC to any changes to final, approved Plans if those changes affect the exterior of the Building or the landscaping or other exterior improvements. A copy of approved revisions must be attached to the final, approved Plans, and be available at all times on the respective Lot during the course of construction.



11. Inspections. The Owner shall be responsible for the construction improvements in accordance with the final, approved Plans.
12. Non-Liability. Neither the DRC nor any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or other Person for any loss or damage connected with the performance by the DRC members of their duties and responsibilities because of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. The aforementioned parties assume no responsibility for; a) the structural capacity, safety features, or building code compliance of any Improvement, or b) whether or not the location of a proposed Improvement is free from possible geologic or natural hazards, or other possible hazards caused by conditions occurring either on or off the subject Lot, or c) the internal operation or functional integrity of any Improvement, or d) any Yellowstone County zoning ordinance or building code violations. Every Person who applies to the DRC for approval of Plans agrees, by submission of such an application, and every Owner agrees, by acquiring title thereto or an interest therein, to the design review process described herein, and not to bring any action or suit against the Association, the Board, members of the DRC, or the Grantor or its officers, partners, employees, agents, successors or assigns to recover damages as a consequence of the design review process described herein.
13. Enforcement. The decisions of the DRC and the requirement to obtain approval of the DRC may be enforced by the Board or by any Owner by bringing an action for specific performance or for an injunction. Such actions shall be timely if brought within four (4) months after the DRC issues a written notice of the violation or within four (4) months after it becomes apparent that an Owner has not obtained the required approval or has deviated from the approved Plans, whichever occurs later. In any such action, the prevailing party shall be entitled to recover all costs and attorney fees incurred from the losing party.

ARTICLE 8 - DESIGN STANDARDS

1. Landscaping. Landscaping for the grounds affected by construction of, and in the immediate area of a residential Structure, including the front, back and side yards, shall be completed within twelve (12) months after the Owner's occupancy. However, if the backyard is enclosed with a screened fence within the 12-month period, Owner shall have an additional twelve (12) months to fully landscape the backyard (i.e., within twenty-four (24) months after the Owner's occupancy of the residential Structure).
2. Sidewalks. All lots will be required at the lot owners' expense to construct sidewalks along all frontage of lots that face the road. The sidewalks shall be constructed within the right of way. Sidewalks shall be constructed with concrete, be four feet in width, a



minimum of four inches thick, and be constructed on a cushion of four inches minus 2" of road mix material. Maintenance and upkeep of these sidewalks will be the responsibility of the lot owner.

3. Setbacks.

- a. No residence or other Building shall be located on any Lot so that any part of the foundation is nearer than twenty (20) feet from the front line of the Lot on which the Building is located (front setback).
- b. No residence shall be located less than seven (7) feet from either side lot line of the Lot on which the Building is located, measured from the lot line to the nearest wall of the Building (the side setback).
- c. No building shall be located closer than 5 feet to the side or rear property lines.
- d. Setbacks from any street for a Structure situated on a corner Lot shall comply with the Zoning Ordinances, and with the front and side setbacks set forth in this section.
- e. Owners must comply with these setback requirements, and with the setback requirements imposed by Yellowstone County in its zoning ordinances in effect at the time of construction.

4. Design of Structures.

- a. Traditional Design. As the design of all Structures shall be traditional in attitude, the use of the traditional forms and design elements (e.g., pitched roofs, columns, arches, trellises, dormers, etc.) is encouraged. There is no requirement for a literal interpretation of a traditional style, but the design of all Structures should address the environment and homes customary to the community.
- b. Exterior Walls. The DRC shall have the right to approve or disapprove the appropriateness of the material choice for each situation. The materials used must be of consistent architecture and quality on all sides of the Structure. For example, materials not found on the front of a residential Structure shall not be added to the back or sides of said Structure.
- c. Accessory Buildings. All accessory Buildings and other Structures shall be compatible meaning colors and similar roof lines and pitch with the residence.
- d. Square footage. The minimum square footage for the main level of a home is 1,450 square feet. The minimum square footage for multi-level homes is 2,000 square feet above ground.

5. Shops outbuildings.

- a. Size. The maximum size of an outbuilding is regulated by county restrictions and or the DRC. The DRC will approve all buildings, the only consideration to size



10. Driveways. Each Lot, when improved with a residential Structure, shall have finished, hard surface driveway (paved or poured) from the residential Structure to the boundary of the street.

ARTICLE 9-OWNERS ASSOCIATION

1. Organization of Association. The name of the Association is SUNDANCE HOMEOWNERS ASSOCIATION, a non-profit corporation organization and existing under the laws of the State of Montana, charged with the duties and vested with the powers prescribed by law and as set forth in the governing documents of the Association. In the event of a conflict between the Articles of Incorporation and/or Bylaws of the Association and this Declaration, this Declaration shall prevail. So long as Grantor shall own a Lot in the Project, the Association shall not be incorporated without the consent of Grantor.

2. Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation of the Association and its Bylaws, and the laws of the State of Montana. The duties and powers of the Association may be unilaterally changed by Grantor until such time as Grantor no longer has ownership of a Lot, after which the duties and powers of the Association may be changed only upon the affirmative vote of fifty one percent (51%) of the members of the Association.

3. Membership. The Owner of each Lot shall automatically be a member of the Association and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. No membership shall be accorded to a Person not an Owner of record. For purposes of Association voting, each Lot shall represent one (1) vote.

4. Bylaws. The affairs of the Association shall be governed by its Bylaws.

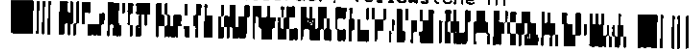
5. Board of Directors. The Association shall be governed by Grantor, and Grantor shall constitute the "Board," until the first to occur of (i) Grantor no longer owns a Lot, or (ii) Grantor decides, in its sole and absolute discretion, to relinquish control of the Association to the Board prior to conveying all its remaining ownership in the Lot(s). Except as provided below, the Board shall consist of a minimum of three to five maximum members. Grantor shall have the right to appoint the members of the Board until Grantor no longer owns a Lot. When Grantor no longer owns a Lot, the members of the Board shall be elected by a vote of the Owners with each Owner elected to serve for a term of three (3) years. A member of the Board appointed by Grantor need not be an Owner. At all other times, each member of the Board shall be an Owner.

The Board is hereby granted the authority to and shall take actions required to implement and enforce the provisions of this Declaration. The Board may, by the majority vote of the members of the Board, adopt such bylaws or other procedures as it shall deem necessary for the operation of the Board. No member of the Board shall be liable to the

Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties under this Declaration unless due to the willful misconduct or bad faith of such member.

ARTICLE 10-ASSESSMENTS

1. Purpose. The Assessments levied by the Association shall be used exclusively for the purposes set forth in the Declaration, and for the necessary expenses of operating the Association. Assessments shall be collected and enforced as provided in this Declaration.
2. Creation of Lien, Personal Obligation and Non-Waiver. Each Owner of any Lot, except Grantor, by acceptance of a deed, whether or not it shall be expressed in such deed, is deemed to covenant, and agree to pay to the Association periodic Regular Assessments, Extraordinary Assessments and Special Assessments, which shall be established and collected as provided herein. Each Owner of any improved Lot by acceptance of deed for the Lot, is also deemed to covenant and agree to pay to the Association all Assessments imposed by the Association. All Assessments, together with interest, costs, penalties, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made. The lien will become effective upon recordation of a notice of assessment lien by the Board. Each Assessment, together with interest, costs, penalties, and actual attorney's fees, shall be the personal obligation of the Owner of such Lot at the time such Assessment fell due. No Owner may exempt himself/herself from liability for payment of Assessments for any reason, or by the abandonment of his or her Lot.
3. Regular Assessments. The Board shall determine and fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of the start of each calendar year. The Regular Assessments shall fund an adequate reserve to cover administrative costs incurred by the Board and their agents in the performance of their duties, common area maintenance expenses, and for such other purposes as may be deemed appropriate by the Board. Regular Assessments shall be paid in one annual payment. The Board shall exercise reasonable diligence to provide notification to all Owners of the amount of the Regular Assessment for the following year at least thirty (30) days prior to the end of the then current year. If the Board fails to notify Owners of the amount of the Regular Assessment for the upcoming year, the Regular Assessment for that year shall equal the Regular Assessment for the prior year unless the Owners are subsequently notified by the Board.
4. Extraordinary Assessments. In addition to the Regular Assessments authorized above, the Board may levy, in any year, an Extraordinary Assessment, applicable to that year only, to defray any unanticipated or underestimated Regular Assessment; provided however, that the aggregate Extraordinary Assessments for any year shall not exceed fifteen percent (15%) of the budgeted gross expenses of the Association (excluding



reserves) for that year, without first obtaining the prior approval of a majority of the total voting power of the Association.

5. Special Assessments. In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments, without limitation as to the amount or frequency, against a Lot and its Owner to reimburse the Association for its costs incurred in bringing that Owner and his or her Lot into compliance with the Project Documents, including interest, penalties, actual attorneys' fees, and costs.
6. Due Date of Assessments. All Regular Assessments shall be due and payable on February 1st of each year, unless the Board approves payment in monthly, quarterly, or semiannual installments. Extraordinary Assessments shall be due and payable when specified by the Board, or in the event the Board fails to specify a payment date, sixty (60) days after the Board gives notice of the amount of such assessment to the Owners. Special Assessments shall be due and payable when specified by the Board, or in the event the Board fails to specify a payment date, ten (10) business days after the Board gives notices of the amount of such assessment to the Owners. The Board may authorize a reasonable schedule of installment payments for Extraordinary or Special Assessments.
7. Allocation of Assessments. Each Lot, excluding Lots owned by Grantor, shall bear an equal share of each aggregate Regular and Extraordinary Assessments. Lots owned by Grantor shall not be subject to Assessments.
8. Interest and Late Charges. If any part of any Assessment is not paid within thirty (30) days of the due date, an automatic late charge equal to five percent of the Assessment, but not less than ten (10) dollars, shall be added to and collected with the Assessment. This late charge is a penalty and shall not be deemed to be payment of interest. Additionally, if any part of the Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment, including the late charge, shall thereafter bear interest at the rate of fifteen percent (15%) per annum until paid.
9. Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect any Assessment or lien, or relieve the Lot from any liability therefore, whether the lien pertains to the payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a first mortgage given in good faith for value and recorded prior to filing or recordation of a notice of assessment lien shall extinguish the lien of all such Assessments as to payments that become due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments.
10. Voluntary Transfer of Lot. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments due prior to the time of the grant of conveyance, without prejudice to the grantee's right to recover



such amounts from the grantor. Prior to purchase, any purchaser, upon written request, shall be entitled to a written statement from the Board, setting forth the amount of the unpaid Assessments due the Association as of the date of such statement.

11. Enforcement of Assessment Obligation. The obligation to pay Assessments shall be enforced by the Board on behalf of the Association. Owners who are not members of the Board may not enforce the assessment obligation of other Owners but may bring an action to compel the Board to do so.
12. Covenant to pay Assessments. Each Owner, except Grantor, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Association all Assessments made by the Association and to waive any right said Owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said Assessments. Owners and their grantees shall be jointly and severally liable for all unpaid Assessments due and payable at the time of conveyance of any Lot, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee, therefore. The Board (or its designated secretary/treasurer) shall notify third parties, upon their request, of the amount of unpaid Assessments on any Lot.
13. Remedies for Non-payment of Assessments. All unpaid sums assessed by the Association to any Lot, together with interest, collection costs, costs of suit, and reasonable attorney fees, shall constitute a lien on such Lot, and if filed of record, may be foreclosed as provided by applicable law. Such lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for such Assessments. Each Assessment, together with interest, collection, costs and costs of suit, and reasonable attorney fees, shall also be the personal obligation of the Owner of the Lot against which the Assessment was made at the time the Assessment fell due and suit to recover a money judgment for unpaid Assessments shall be maintainable by the Association against said Owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent Assessments, including but not limited to, court costs, costs of filing liens, and attorney fees shall be the obligation of the non-paying Owner, and may be added to the next Regular Assessment for that Lot. No sale or transfer of a Lot shall relieve the acquirer from liability for past due Assessments or from the lien thereof.

ARTICLE 11- PARK MAINTENANCE & ASSESSMENTS

1. Fees. All parks in and adjoining Sundance Subdivision will be improved and maintained through the Park Maintenance district under the jurisdiction of the Sundance Homeowner's association. A monthly fee of \$15.00 a month will be paid to a fund overseen by the HOA for park maintenance and improvements. The monthly fee will be



assessed one year after the lot is transferred out of the grantors name or when a home is occupied. The maximum the monthly park payment can increase per year is fifteen dollars a month. The park committee will make a recommendation regarding the monthly park payments, whether they need to stay the same, increase or decrease. At the annual HOA meeting the governing park entity will give a financial report of the parks and provide a summary of expenses paid during the previous year. All park funds should only be spent either for park maintenance or improvements. All park development and expenditures must be approved by the county parks department.

2. Park Committee Members. HOA board members or a subcommittee over parks created by the HOA board will make decisions how the park area is maintained or improved. They will have authorization to allocate park funds and interact with the county parks director for all matters involving the county parks within or adjoining the Sundance development. At the annual HOA meeting the governing park entity will give a report of the parks and provide a summary of expenses paid during the previous year.

ARTICLE 12 – LEVEL II WASTEWATER TESTING AND PUMPING ON INDIVIDUAL DRAINFIELDS

1. Each residential home is required by the Department of Environmental Quality to have a level II type drainfield. Level II drainfields have water quality tests gathered by a technician that then have to be sent to a lab for evaluation and then reported to the DEQ. In addition to the testing the tanks need to have the screens cleaned annually and the tanks pumped on an 18-month schedule. An ad hoc committee of 3 landowners will form the committee that interacts with the neighborhood, testing group & the pumping company. The ad hoc committee will oversee collecting the funds to pay for services rendered. The monthly fee charged for testing, screen cleaning and 18-month tank pumping is initially set at \$47.50 per month as of 1 January 2021. This price will adjust as needed. This committee can negotiate the pricing with the vendors and professionals. They can set the price for the services received. Their responsibility will be to maintain a small reserve to pay for these services. They will oversee the accounting and will give an annual report at each of the annual meetings.
2. Owners who fail to make these payments are subject to fines and penalties identified in these covenants.

ARTICLE 13 - ENFORCEMENT OF THIS DECLARATION

1. Enforcement. The Association, acting through the Board, shall have the right to enforce, by any proceedings, at law or in equity, all conditions, covenants and restrictions, reservations, liens, and charges now or hereafter imposed by this Declaration. In addition,



the Board, Grantor, or DRC shall also have the additional enforcement rights set forth below. Except as otherwise provided herein, any Owner, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms of this Declaration, to prevent the violation or breach of any of its restrictions, and/or to collect actual damages for breach of any provisions of this Declaration.

2. Complaints. Owners may express concerns and/or complaints in writing to the Board involving violations of this Declaration. The Owner shall address the issue with all affected parties prior to initiating a request for the Board action concerning the violation. When a violation is brought to the attention of the Board, the Board shall review the concern and/or complaint and take appropriate action as deemed necessary in the sole discretion of the Board.
3. Special Assessments. Prior to imposing a Special Assessment against any Owner, alleged violations will be investigated by a member of the Board. The Board member shall attempt to resolve the matter with the Owner or other Person responsible for the violation. If an appropriate and immediate resolution is not forthcoming, the Board shall provide written notification of the violation to the Owner. If the matter is not resolved within thirty (30) days from delivery of the written notice, the Board shall have the authority to levy appropriate Special Assessments according to the findings of the Board. In the discretion of the Board, Special Assessments may be levied monthly (or at otherwise appropriate intervals) until such violation is corrected and/or acceptable mitigation measures are implemented.
4. Restoration of Lot. In the event an Owner fails to plant or to maintain his or her Lot or the Improvements thereon, as provided herein, in a manner which the Board deems necessary to preserve the appearance and value of the project, the Board may notify the Owner of the work required and demand that it be done within a time frame reasonably determined by the Board. In the event the Owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may assess the cost thereof to such Owner as a Special Assessment.
5. Structural Violations. The Board (or its designees) shall have the right, when there has been built or placed on any Lot, any Structure which is in violation of this Declaration, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner of the Lot, as soon as necessary by the Board after written notice of such proposed actions are provided to the Owner and Owner has not remedied the same with fifteen (15) days of receipt of such notice (or such longer time as may be reasonably necessary to remedy the violation). Any such entry and abatement or removal by the Board (or its designees) shall not be deemed to be trespass. All costs or expenses incurred in abating or removing such violation shall be paid by the Owner of such Lot as a Special Assessment.



6. Costs: Compliance. All costs, expenses, and damages determined by the Board to be proximately caused by a deviation or violation, or costs and expenses incurred by the Association against the Owner of the Lot in remedying such deviation or violation shall be assessed to such Owner as a Special Assessment, which Special Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion.
7. Legal Proceedings. The Board shall be authorized on behalf of and in the name of the Association to commence such legal or equitable proceedings as are determined to be necessary or proper to correct or enjoin any activity or condition existing within the Project in violation or deviation of the provisions of this Declaration. The Board shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner, and, if determined by the Board in its sole discretion, an appropriate period of time to cure such deviation or violation. Thereafter, the Board shall have the sole discretion to commence such proceedings.
8. Payment of Costs and Attorney Fees. In the event the Board and/or Association or any Owner shall prevail in any legal or equitable proceedings to enforce this Declaration, all costs and attorney fees incurred in connection therewith shall be reimbursed to the prevailing party by the losing party. If the Association is the prevailing party, upon the failure of said Owner to reimburse the Association within ten (10) days after written demand thereof is mailed to the Owner, the Association shall have the right to levy a Special Assessment against the Owner which Special Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred by levying the Assessment. The Board shall also be entitled to collect from any Owner violating the provisions of this Declaration all costs and attorney fees incurred by the Board in enforcing this Declaration, including, but not limited to, any costs or attorney fees incurred to file any lien for past due Assessments, and for foreclosure of an Assessment lien; such costs and attorney fees may be assessed to the violating Owner as a Special Assessment, or may be collected in any other manner permitted by law.
9. Enforcement Costs. Costs, as herein provided, shall include attorneys' fees, expert witness fees, filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out legal or equitable proceedings.
10. Non-Exclusive Remedy. The enforcement rights of the Association, as described herein shall not be deemed to be exclusive remedies of the Association. The Association may, in its sole discretion, without waiver of other legal or equitable remedies, pursue enforcement of its Assessment liens, proceed to collect any past due amounts directly from an Owner, and/or pursue any other remedies available at law or in equity.



11. Failure to Enforce. Failure, delay, or omission by any Owner or the Association to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. No action shall be brought or maintained by any Owner, against the Grantor, the Association, the Board, the DRC or any of their officers, directors, members, agents, or representatives for or on account of their failure to bring or take any action to enforce any of the Project Documents or for imposing restrictions which may be unenforceable.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

1. Prescriptive or Implied Easements. Owners, by acceptance of a deed to any Lot, waive all rights to claim prescriptive or implied easements as allowed by the laws of the State of Montana. No prescriptive or implied easements shall be created by the use of property belonging to other Owners.
2. Grantor's Right and Reservations. Grantor is undertaking the work of constructing the infrastructure and incidental improvements upon the Property to support the development of single-family residences on the Lots. The completion of that work is essential to the welfare of the Project as a residential community. In order for the work to be completed and the Project to be established as a fully occupied residential community as rapidly as possible and in a prudent manner, nothing in this Declaration shall be understood or construed to; a) prevent Grantor, its contractors, or sub-contractors from doing or storing anything on the Property that is reasonable, necessary, or advisable in connection with the completion of said work, and from conducting on any part of the Property its business of completing said work, or b) prevent Grantor or its representatives from erecting, constructing, and maintaining on any part or parts of the Property, such Structures as may be reasonable and necessary for the conduct of its business of completing said work, and establishing said Property as a residential community, and disposing of said Property by sale or otherwise, or c) prevent Grantor from maintaining such signs, stakes, flag, or advertising devices on any of the Lots as may be necessary for the sale or disposition thereof.
3. Non-Waiver. The various restrictions, measures, and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each Lot, and failure by the Grantor or any other Person or the Association to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so in the future.
4. Severability. Each and every one of the covenants, conditions, and restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such covenants, conditions, or restrictions shall be held to be invalid, unenforceable, or in conflict with any law of the jurisdiction in which



the Project is situated, all remaining covenants, conditions, or restrictions shall nevertheless remain unaffected and in full force and effect.

5. Conflict of Project Documents. If there is any conflict among or between the Project Documents, the provisions of the Declaration shall prevail with subordinate authority given to the Articles and Bylaws of the Association.
6. No Warranty of Enforceability. While Grantor has no reason to believe that any of the restrictive covenants contained in the Declaration are or may be invalid or unenforceable for any reason or to any extent, Grantor makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Grantor harmless therefrom.
7. Waiver of Claim against Association. As to all policies of insurance maintained by or for the benefit of the Association and its Members, the Association and the Members hereby waive and release all claims against one another, the Board of Directors and Grantor, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by negligence of or breach of any agreement by any of such Persons.

ARTICLE 15 - AMENDMENT AND TERMINATION OF THIS DECLARATION

1. Duration. This Declaration shall run with the land shall continue in force for a term of seventy-five (75) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a notice of termination is recorded in accordance with the requirements set forth in Section 3—Additions or Deletions, below.
2. Amendment. The Board, or an Owner, through the Board, may propose an amendment to this Declaration. The text of a proposed amendment shall be included in a notice to all Owners. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Owners representing not less than sixty-seven percent (67%) of the ownership of the Lots.
3. Additions or Deletions. Additions to or deletions from this Declaration shall be proposed and adopted in the same manner as an amendment but shall require approval of Owners representing not less than ninety percent (90%) of the ownership of the Lots. Notwithstanding this Section 3 or the forgoing Section 2, the provisions of Article 4, Section 6 may not be deleted or amended in such a way so as to eliminate, or dilute the impact of, the restrictions referenced thereunder as of the date of this Declaration.
4. Recordation of Changes. A certificate, signed and sworn to by two (2) members of the Board of Directors, stating that the record Owners of the required number of Lots have either voted for or consented in writing to any amendment addition, deletion, or

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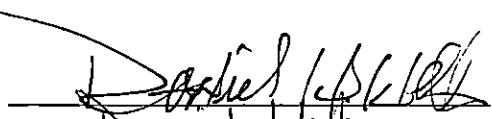
3967006

04/06/2021 03:53 PM Pages: 26 of 26 Fees: 192.00
Jeff Martin Clerk & Recorder, Yellowstone MT

termination adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. Any changes to this Declaration shall be promptly recorded in the office of Yellowstone County Clerk and Recorder.

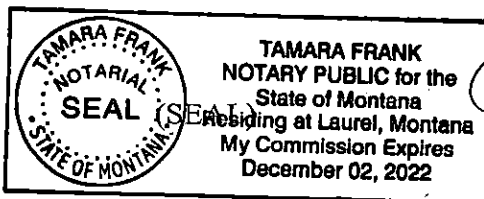
IN WITNESS WHEREOF, the Grantor has executed this Declaration as of the date first set forth above.

Regal Land Sundance, LLC


By: Daniel Wells
Its: President

STATE OF MONTANA)
 : ss.
County of Yellowstone)

Subscribed, sworn to, and acknowledged before me by **Daniel Wells**, the ^{President (TF)} ~~Managing Member~~ of Regal Land Sundance, LLC, this 3 day of March, 2021.





Notary of Public

Exhibit A

[Legal Description of the Property or recorded plat of Sundance]

RES**3967007**04/06/2021 03:53 PM Pages: 1 of 5 Fees: 45.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Return to:
In Site Engineering, P.C.
4118 Woodcreek Dr
Billings, MT 59106

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE SUNDANCE SUBDIVISION WATER SYSTEM

Aquanet, Inc. a Montana limited liability company (the "Owner") makes the following DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUNDANCE SUBDIVISION FOR THE WATER SYSTEM AND RIGHT OF FIRST REFUSAL OPTION (the "Declaration"). WHEREAS, the Owner owns the following described real property located in Yellowstone County, Montana, described more particularly within the plat of Sundance Subdivision (the "Subdivision") on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3967000, and any amendment thereto (the "Plat"); WHEREAS, AQUANET, INC., a Montana corporation, is maintaining the privately owned water system to serve the above described lots described in the Plat (the "Lots" or the "Lot," as the case may be), and desires to provide for the operation and maintenance of the water system located in the Subdivision. NOW THEREFORE, the Owner declares that the following covenants and restrictions shall run with the land and shall bind all owners of each of the above-described Lots, their heirs, successors and assigns (the "Lot Owner," or the Lot Owners," as the case may be).

1. Establishment of Water System and Assessment of Fees. All of the Lots shall be served by the privately-owned water system (the "System"), owned by Aquanet, Inc., or its successors and assigns ("Aquanet, Inc."). Each owner, lessee, occupant or user of the water system of a Lot in the Subdivision on which a residence is located ("Lot Owner") shall be jointly and severally responsible for payment of all monthly and special fees and charges which Aquanet, Inc. is permitted to charge by state law, regulation and rule for privately owned water utilities, and as provided in this Declaration. The real property affected and bound by these covenants is Recorded as the Sundance Plat Document Number: 3967000 in Yellowstone County. Aquanet, Inc. shall charge fees for services rendered by Aquanet, Inc. Fees shall be established by Aquanet, Inc. Fees may be established either as flat monthly fee or at a rate based upon water consumption, or as set by the Public Service commission.

2. Covenant to Pay Water Fees. Lot Owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to:

a. pay to Aquanet, Inc., all fees lawfully imposed by Aquanet, Inc. for providing water to each Lot Owner's Lot.

b. pay to Aquanet, Inc. fees charged for any maintenance, connections, or service to the System; and

c. waive any right Lot Owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption against said fees. Lot Owner and all Lot Owner's grantees shall be jointly and severally liable for all unpaid fees due and payable at the time of conveyance of a Lot, but without prejudice to the rights of the grantee to recover from the grantor all such amounts paid by the grantee. Aquanet, Inc. may notify third parties, upon request, of the amount of unpaid fees on any Lot.



e. If the fee is a flat fee it will be assessed monthly. Once a structure is built the fee will continue each month regardless of if the structure is occupied or not. The owner of record will be liable for the monthly fee.

2.1. Payments and Contact information.

a. Monthly payments can be made through online banking, by credit card (there will be an additional convenience fee added for credit cards to cover the credit card charges.) or by mailing a check to P.O. Box 80205 Billings Mt 59108.

b. Methods of contact are:

- i. Aquanet-mt@gmail.com
- ii. P.O. Box 80205 Billings Mt 59108
- iii. emergency Dan Wells (406) 672.3390

3. Remedies for Non-payment of Assessments. All unpaid fees for water provided to any Lot by Aquanet, Inc., together with interest, collection costs, costs of suit, and reasonable attorneys' fees shall constitute a lien on the Owner's Lot, and if filed of record, may be foreclosed by Aquanet, Inc., in the same manner as a construction lien. Such lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for assessments. All unpaid water fees, together with interest, collection costs, costs of suit, and reasonable attorneys' fees, shall also be the personal obligation of the Lot Owner at the time the fees fall due and suit to recover a money judgment for unpaid fees shall be maintainable by Aquanet, Inc. against Lot Owner without foreclosing or waiving the lien securing the same. In addition to the foregoing remedies, Aquanet, Inc. may also shut off the water to the residence of any Lot Owner who fails to pay any fees when due, as well as interest, collection costs, costs of suit, and reasonable attorneys' fees, and may continue to withhold water to the residence constructed on the Lot until all fees, together with interest, collection costs, costs of suit, and reasonable attorneys' fees, are brought current. All costs of collection of delinquent fees, including but not limited to, court costs, costs of filing liens, and attorneys' fees, shall be joint and several obligations of each Lot Owner. No sale or transfer of a Lot shall relieve the acquirer from liability for past due fees or from the lien thereof. The obligation and duty for payment of unpaid assessments shall run with the land and be binding upon the Lot Owner and Lot Owner's heirs, successors and assigns.

4. Other Remedies. In addition to any other remedy available at law or in equity, Aquanet, Inc. may shut off the water to the residence of any Lot Owner who refuses to comply with any requirement of Aquanet, Inc., the State of Montana or its agencies, or Yellowstone County, pursuant to the laws and regulations of the State of Montana and its agencies. Any Lot Owner who violates state laws or regulations governing the water which would permit the State or County to shut down the water shall be liable to Aquanet, Inc. and all other owners of Lots in the Subdivision for damages resulting from such shutdown. In addition, the owner of the water system shall be entitled to obtain an injunction, prohibitory or mandatory, compelling a violating Lot Owner to comply with all such state laws and to take or cease all actions necessary to avoid shutdown of the water system, or to start use of the system if already shut down.

5. Obligations of Lot Owners and Tenants or Lessees.

Pursuant to the laws and regulations of the State of Montana and its agencies, and pursuant to this Declaration, each Lot Owner shall have the following obligations:



a. Each Lot Owner shall be responsible for installation, maintenance and repair, and the expense associated therewith, of the water lines leading to and from the well to the residence on the Lot Owner's Lot, including the coupling connecting the water to the well.

b. Each Lot Owner must keep Lot Owner's curb stop, fixtures and the water lines running from the watermain into their residence in good working order, at Lot Owner's sole expense.

c. Waste of water is prohibited. Each Lot Owner must keep all waterways closed when not in use. Leaky fixtures and leaky lines must be repaired at once without waiting for notice from Aquanet, Inc. If reasonable notice is given by Aquanet, Inc., and the repair is not made, the water service to Lot Owner's property may be shut off by Aquanet, Inc. without further notice.

d. **All automatic sprinkler irrigation systems shall be designed to use sixteen gallons of water per minute or less. Water system pressure will be approximately 60psi.** Water rationing may be imposed by Aquanet, Inc. at its discretion. In the event Aquanet, Inc. determines that irrigation water needs to be rationed, Aquanet, Inc. may impose water rationing in such manner as Aquanet, Inc. shall determine as the most appropriate to conserve water resources, including, but not limited to, determining irrigation watering days and time periods. The system is designed to provide for each residence one inch of irrigation water to fifteen thousand square feet of landscaping per week.

e. Each Lot Owner grants unto Aquanet, Inc., its successors and assigns, unlimited access to the well head and water lines and corporations for maintenance, replacement, inspection, assessment and metering of the water system. Aquanet, Inc. shall have access to each water meter in the subdivision and each Lot Owner grants Aquanet, Inc. and its agents' access to each Lot for purposes of installing, inspecting, repairing, replacing or maintaining each water meter. Landscaping or vegetation shall not impede or encroach upon Aquanet, Inc.'s easement or access rights.

6. Limit on Liability. In no event shall Aquanet, Inc. be liable to any Lot Owner, property owner, his or her heirs, successors, assigns, family or guests, employees, agents, invitees, or lessees for any damages arising out of the maintenance or repair of the water systems, including a break in the water line.

7. Connection fee to Water Service. No plumber or other person will be allowed to make connection with any conduit, pipe or other fixture or to connect pipes when they have been disconnected, or to turn water off or on, on any premises without permission from Aquanet, Inc. Aquanet, Inc. may establish and charge a connection and disconnection fee.

- a. Located near where the water line enters the house there must be a power and low voltage outlet.
- b. The water hookup fee will include the cost of a flow meter that can be read remotely if they are included.

8. Discontinuation or Disruption of Water Service.

A. Any Lot Owner who, for any reason, including the vacating of the premises, wishes to have the water service permanently discontinued, shall give Aquanet, Inc. at least 48 hours' notice and shall specify the date that service be discontinued. Until Aquanet, Inc. has received such notice, the Lot Owner shall be held responsible for all service rendered to the Lot Owner's Lot.



b. Notice will be given to Lot Owners, whenever possible, prior to shutting off water, but Lot Owners are warned that owing to unavoidable accidents or emergencies their water service may be shut off at any time. Aquanet, Inc. shall not be liable for any damages to consumers, their fixtures, or property, resulting from disruption of water service.

9. Termination of Restrictions. The restrictions in this section shall terminate and be of no further force and effect in the event the wells, which provide water to the water system, are discontinued as a source of water has been abandoned in accordance with applicable laws and regulations of the Montana Department of Natural Resources and Conservation.

10. Amendment and Revocation. Aquanet, Inc. may amend this Declaration at any time prior to the development of 90% of the Lots. A Lot shall not be considered developed until all construction for the Lot is complete and a certificate of occupancy has been issued for the building. Thereafter, these covenants and restrictions may only be amended or revoked by affirmative vote of owners of 50% of the Lots subject to this Declaration, and with consent of Aquanet, Inc., its successors and assigns. No amendment or revocation will be effective until a written amendment or revocation signed by the required number of owners and by Aquanet, Inc., or its successors and assigns, is filed with the Yellowstone County Clerk and Recorder. If a Lot has more than one owner, only one owner need sign the written amendment or revocation.

11. Captions and Construction. The captions used herein as headings for the various paragraphs are for convenience only, and such captions are not to be construed to be part of this instrument or to be used in determining or construing the intent or context of this instrument.

12. RIGHT OF FIRST REFUSAL

Aquanet, Inc. hereby grants unto Sundance Owners Association, or such owner's association duly constituted which regulates the covenants, conditions and restrictions imposed against the Subdivision, (the "Buyer"), a Right of First Refusal to purchase the private water system serving the Subdivision, including any real property interest of Aquanet, Inc. utilized for the water system, if Aquanet, Inc. elects to sell said water system and receives an acceptable bona fide offer to purchase the same. Immediately upon receipt of such offer, Aquanet, Inc. shall give Buyer written notice of this offer, together with a photocopy of the offer. Buyer shall have 30 days after receipt of such notice to notify Aquanet, Inc., in writing, of Buyer's election to purchase the property. If Buyer elects to purchase, Aquanet, Inc. shall be obligated to sell to Buyer upon the same terms and conditions as contained in the bona fide offer, except that closing shall occur within 90 days after notice of Buyer's election to purchase. If Buyer elects not to purchase, or fails to notify Aquanet, Inc. of their election to purchase within 30 days after receipt of a notice of a bona fide offer, this Right of First Refusal shall terminate and be of no further force or effect. This Right of First Refusal does not apply to gifts of the property to any persons or legal entities, provided, however, that in the event of a gift, the provisions of this Right of First Refusal continues to be binding upon the Aquanet, Inc.'s successors and assigns. Any notice may be served personally or by certified mail, return receipt requested. Service by mail shall be complete on deposit in any United States Post Office. Aquanet, Inc. retains the option to convey all or part the water system to the Sundance HOA.

RES

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04/06/2021 03:53 PM Pages: 5 of 5 Fees: 45.00
Jeff Martin Clerk & Recorder, Yellowstone MT



DATED this 3 day of March, 2021.

Aquanet, Inc., a Montana

Limited Liability Company

By: Daniel W. Wells

Daniel W. Wells
Daniel W. Wells

Its: President

AQUANET, INC.

STATE OF MONTANA (TF)
County of Yellowstone

This instrument was acknowledged before me this 3 day of March, 2021
By Daniel Wells, President of AQUANET, INC.

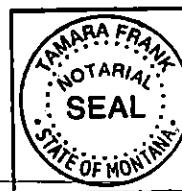
Tamara Frank
Printed Name: _____

Notary Public for the State of Montana

Residing at _____

(NOTARIAL SEAL) My Commission Expires: _____

(month, day, and four-digit year)



TAMARA FRANK
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
December 02, 2022