

PLAT OF
DAYBREAK SUBDIVISION

BEING THE E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ AND THE W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
TOWNSHIP 1 SOUTH, RANGE 25 EAST, P.M.M.

IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SCOTT WORTHINGTON and REGAL LAND DAYBREAK, LLC

MARCH 2015

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
: ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW $\frac{1}{4}$ of Section 4, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being described as follows,

The E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4, T. 1 S., R. 25 E. P.M.M.

said tract also being more particularly described as follows, to-wit:

Beginning at a point on the north line of Section 4, T. 1 S., R. 25 E., P.M.M., said point being the northeast corner of Tract 3 in Certificate of Survey No. 2298; thence, from said Point of Beginning, along said north section line, S 89°57'18" E a distance of 659.00 feet to the northwest corner of the E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 4; thence, along the west line of the E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 4, S 00°11'25" E a distance of 1292.46 feet to a point on the north line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 4; thence, along said north line, S 89°48'43" W a distance of 658.65 feet to the southeast corner of Tract 2 in Certificate of Survey No. 1634; thence, along the west line of said Tract 2, the west line of C H Lund Subdivision and the west line of Tracts 2 and 3 in Certificate of Survey No. 2298, N 00°12'20" W a distance of 1295.14 feet to the Point of Beginning.

The park requirement for this subdivision has been met by a combination of Private Parkland provided with Public Access and a cash-in-lieu donation as follows:

Required Parkland 1.378 acres
Provided Parkland 0.593 acre
Cash-in-lieu donation \$15,700.00

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 their 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 DAYBREAK SUBDIVISION, and the lands included in all streets and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

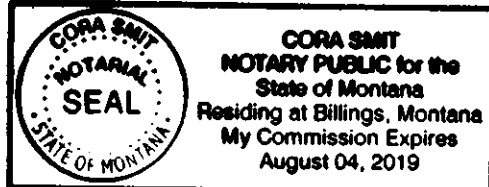
REGAL LAND DAYBREAK, LLC

By: [Signature]
Title: PRESIDENT

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 7 day of October, 2015, before me, a Notary Public in and for the State of Montana, personally appeared Daniel H. Wells, known to me to be the person who signed the foregoing instrument as President of Regal Land Daybreak, LLC, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

[Signature]
Signature of Notary Public



CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
: ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of March 2015, a survey was performed under his supervision of a tract of land to be known as DAYBREAK SUBDIVISION, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the GROSS area is 19.5679 acres (852,377 square feet), the PRIVATE PARK area is 0.5925 acres (25,811 square feet), the dedicated ROAD area is 6.1895 acres (269,615 square feet) and the NET area is 12.7858 acres (556,951 square feet).

SANDERSON STEWART

By: [Signature]
Montana License No. 8377-S
Date: October 7, 2015



CONSENT TO PLATTING

Document No. 3760036

RES: 3760040

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. 3760035

HOA AG: 3760041

STORMWATER EASEMENT

Document No. 3760038

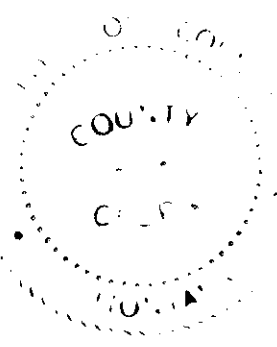
ACCESS EASEMENT FOR PARK

Document No. 3760037

EMERGENCY ACCESS EASEMENT

Document No. 3760039

SP **3760034**
11/09/2015 11:13 AM Pages: 1 of 2 Fies: 62.50
Jeff Martin Clerk & Recorder Yellowstone MT
[Barcode]



NOTICE OF APPROVAL

STATE OF MONTANA)
: ss
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.

10/13/2015 [Signature]
Date President

[Signature]
Executive Secretary



CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76-4-125(2)(d), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this 19th day of OCTOBER, 2015.

[Signature]
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

[Signature] 10/19/2015
Examining Land Surveyor Date

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: 11-3-15

Reviewed by: [Signature]

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) / 76-3-207(3), M.C.A.

Date: 6 November 2015

Yellowstone County Treasurer

By: [Signature]
Deputy

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF DAYBREAK SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. 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 the CITY OF BILLINGS, MONTANA, this 22nd day of OCTOBER, 2015.

CITY OF BILLINGS, MONTANA

By: [Signature]
Mayor

Attest: [Signature]
City Clerk



PLAT OF
DAYBREAK SUBDIVISION

BEING THE E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ AND THE W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 4
TOWNSHIP 1 SOUTH, RANGE 25 EAST, P.M.M.

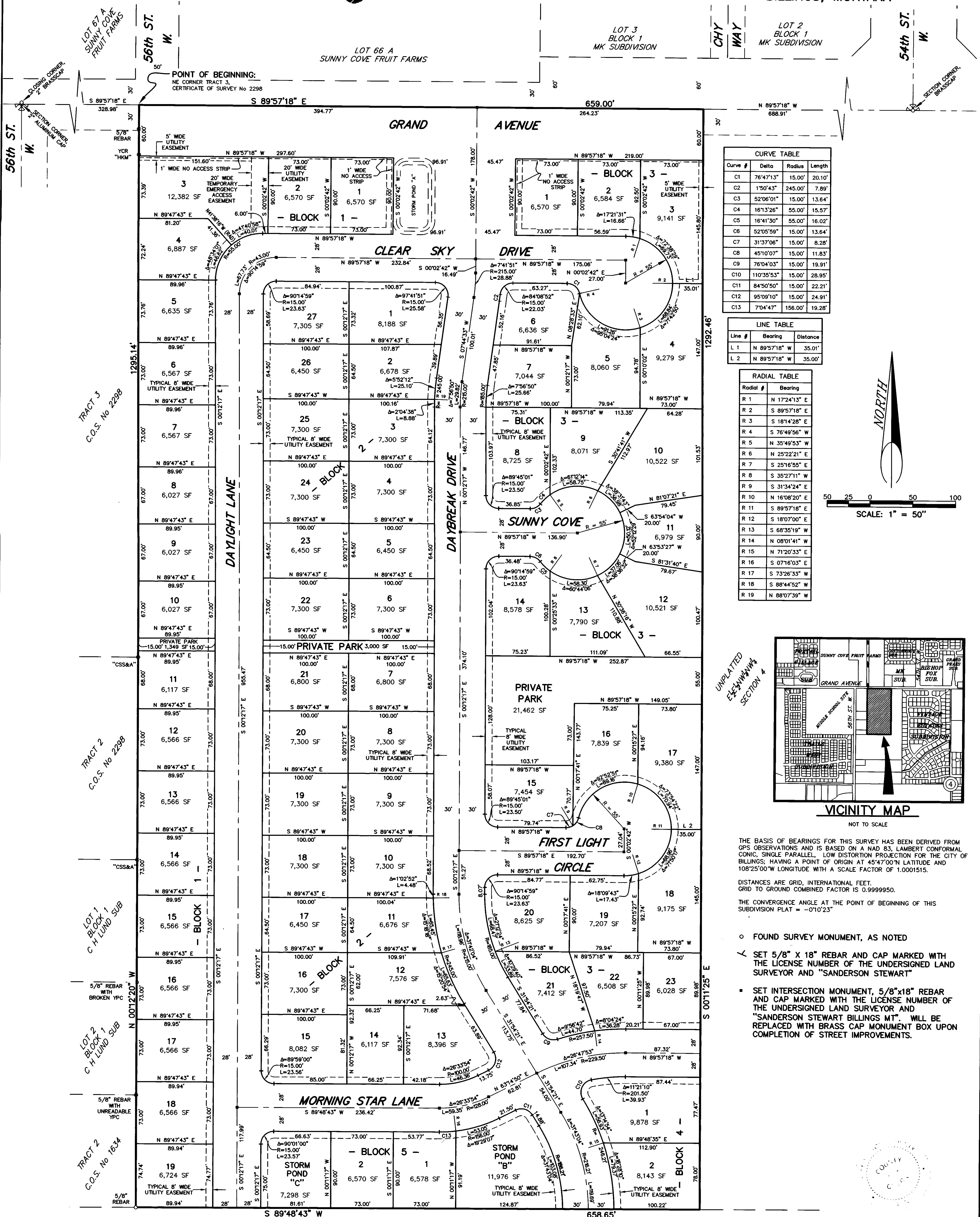
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SCOTT WORTHINGTON and REGAL LAND DAYBREAK, LLC

MARCH 2015

PREPARED BY : SANDERSON STEWART

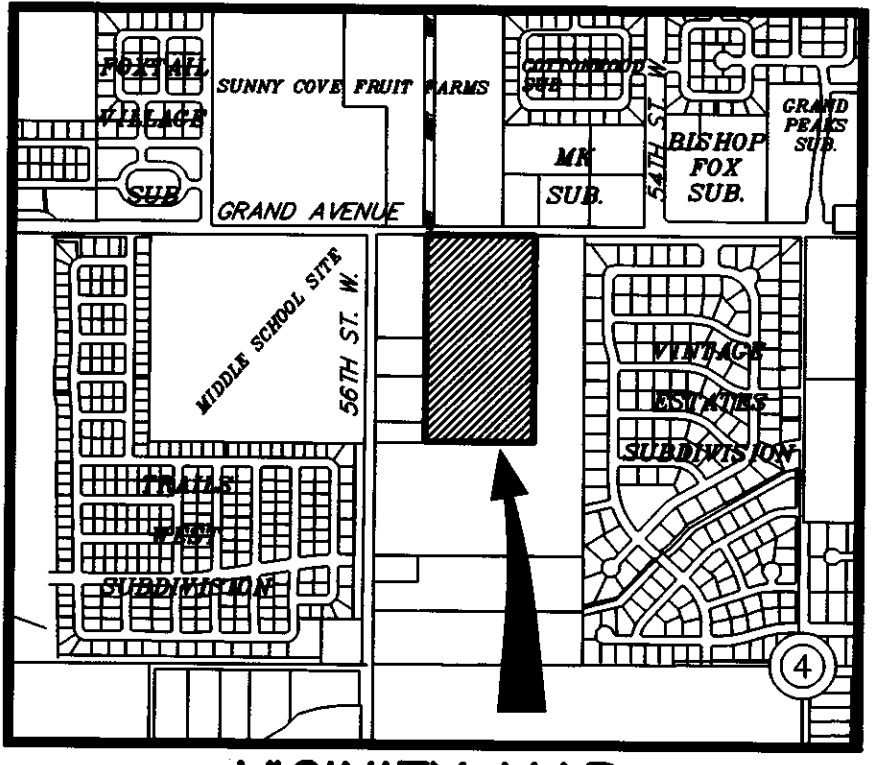
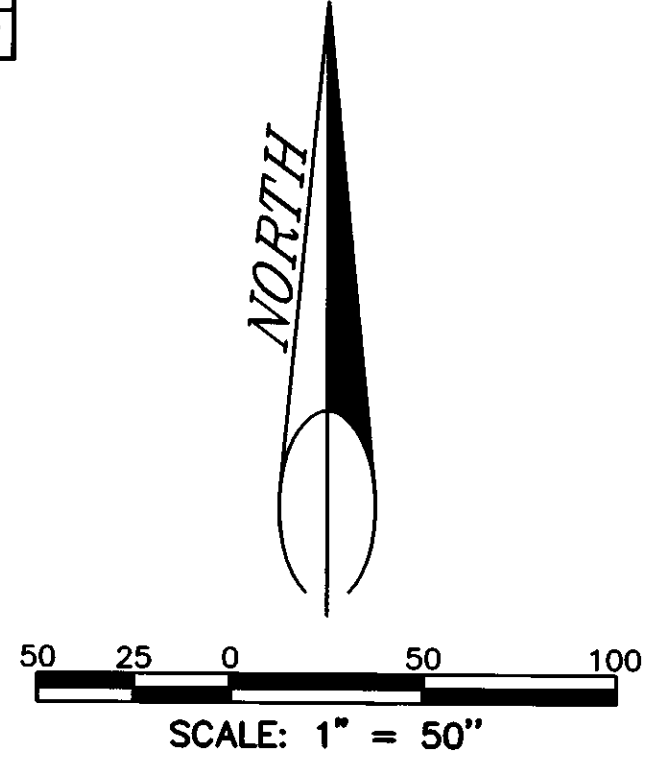
BILLINGS, MONTANA



CURVE TABLE			
Curve #	Delta	Radius	Length
C1	76°47'13"	15.00'	20.10'
C2	1°50'43"	245.00'	7.89'
C3	52°06'01"	15.00'	13.64'
C4	16°13'26"	55.00'	15.57'
C5	16°41'30"	55.00'	16.02'
C6	52°05'59"	15.00'	13.64'
C7	31°37'06"	15.00'	8.28'
C8	45°10'07"	15.00'	11.83'
C9	76°04'03"	15.00'	19.91'
C10	110°35'53"	15.00'	28.95'
C11	84°50'50"	15.00'	22.21'
C12	95°09'10"	15.00'	24.91'
C13	7°04'47"	156.00'	19.28'

LINE TABLE		
Line #	Bearing	Distance
L 1	N 89°57'18" W	35.01'
L 2	N 89°57'18" W	35.00'

RADIAL TABLE	
Radial #	Bearing
R 1	N 17°24'13" E
R 2	S 89°57'18" E
R 3	S 18°14'28" E
R 4	S 76°49'56" W
R 5	N 35°49'53" W
R 6	N 25°22'21" E
R 7	S 25°16'55" E
R 8	S 35°27'11" W
R 9	S 31°34'24" E
R 10	N 16°08'20" E
R 11	S 89°57'18" E
R 12	S 18°07'00" E
R 13	S 68°35'19" W
R 14	N 08°01'41" W
R 15	N 71°20'33" E
R 16	S 07°16'03" E
R 17	S 73°26'33" W
R 18	S 88°44'52" W
R 19	N 88°07'39" W



THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515.

DISTANCES ARE GRID, INTERNATIONAL FEET. GRID TO GROUND COMBINED FACTOR IS 0.9999950.

THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING OF THIS SUBDIVISION PLAT = -01°02'23"

- FOUND SURVEY MONUMENT, AS NOTED
- ✓ SET 5/8" X 18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- SET INTERSECTION MONUMENT, 5/8"x18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

UNPLATTED
N $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ SECTION 4

SP 3760034
11/09/2015 11:13 AM Pages: 2 of 2 Fees: 62.50
Jeff Martin Clerk & Recorder - Yellowstone MT

SHEET 2 OF 2

APPROVED:

Dan Wells

P.O. Box 80445

Billings, MT 59108

MC

3760041

11/09/2015 11:13 AM Pages: 1 of 8 Fees: 66.00
Jeff Martin Clerk & Recorder, Yellowstone MT



HOA Stormwater Facility Maintenance Agreement

THIS Agreement is made by and between the City of Billings, a municipal corporation of the State of Montana, hereinafter referred to as the "City" and Regal Land Daybreak, LLC, a Developer, as owner (including successors and assignee's of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WHEREAS, the undersigned is proceeding to build on and develop the property; and has submitted the Site Plan/Subdivision Plan known as Daybreak Subdivision

(Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the undersigned, its successors and assigns, including any homeowners association, (hereinafter the "Landowner") agree that the health, safety, and welfare of the residents of the City, requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan (the "Facilities") be constructed and adequately maintained by the Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall at all times, adequately maintain the Facilities. Such maintenance obligation shall include the obligation to properly maintain all surface and subsurface inlets, pipes, channels, structures, rock pits, vegetation, and all other improvements provided to control the quantity and quality of the stormwater within the facility. Adequate maintenance is herein defined as keeping the Facilities and all components thereof in good working condition so that these Facilities continue to perform their design functions.

MC

3760041

11/09/2015 11:13 AM Pages: 2 of 8 Fees: 66.00
Jeff Martin Clerk & Recorder, Yellowstone MT



3. In the event the Landowner fails to maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The Landowner grants to the City, its authorized agents and employees, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes.

4. The Landowner shall perform all work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the Landowner shall comply with such schedule.

5. In the event the City performs work of any nature on the Facilities in accordance with this Agreement, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

6. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.

7. This Agreement shall be recorded among the deed records of Yellowstone County, Montana, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

MC

3760041

11/09/2015 11:13 AM Pages: 3 of 8 Fees: 66.00
Jeff Martin Clerk & Recorder, Yellowstone MT



IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered:

(Regal Land Daybreak LLC) [SEAL]

By: (Name and Title)

STATE OF MONTANA)

: SS.

County of Yellowstone)

On this 6 day of October, 20 15, before me, the undersigned, A Notary Public for the State of Montana, personally appeared Daniel W. Wells known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

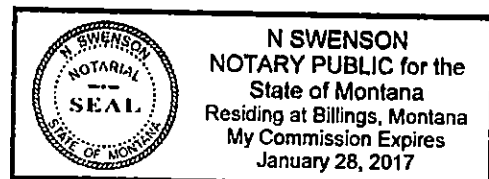
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal the day and year first above written.

Printed Name: N. Swenson N. Swenson

Notary Public in and for the State of Montana

Residing at

~~My Commission Expires:~~



Attachments:

Operation and Maintenance Manual for Retention Ponds
Post Construction BMP Inspection Checklist

MC

3760041

11/09/2015 11:13 AM Pages: 4 of 8 Fees: 66.00
Jeff Martin Clerk & Recorder, Yellowstone MT



DayBreak Subdivision

Operation and Maintenance of Retention Ponds

March 16, 2015

1) Landscaping of Storm Drain Retention Ponds

- a) Storm Drain Retention Pond "A", Pond "B", and Pond "C" in Daybreak Subdivision shall be graded with 4H:1V side slopes to facilitate maintenance thereof.
- b) All ponds (except the temporary pond to be constructed with Phase I just south and east of the southern extent of the first phase of Daybreak Drive) shall be landscaped with underground, automatic sprinklers and grass. The only area within a permanent pond to not be landscaped with grass is the 10-foot by 10-foot area of the boulder pit in Pond "A", which will have a surface cover of boulders, approximately 3 to 8 inches in size.

2) General Maintenance

- a) All ponds shall be inspected every 6 months by the Daybreak Homeowner's Association (HOA) to monitor them for sediment accumulation. Once sediment has reached a depth of 12 inches in any location within any pond, it shall be removed and disposed of by the HOA in a location where it will not wash into surface waterways during rainfall or snowmelt runoff events.
- b) Pond "A" is located within the public right-of-way of Daybreak Drive. It is to be landscaped by the Subdivision Developer and maintained by the HOA.
- c) The temporary pond constructed with Phase I of Daybreak Subdivision shall be maintained by the HOA. The only maintenance required of the temporary pond will be to inspect every 6 months and remove any sediment that should accumulate in the bottom to a depth of 12 inches. Once sediment has reached this depth, it shall be removed by the HOA and disposed of in a location where it will not wash into surface waterways during rainfall or snowmelt runoff events.
- d) Pond "B" is to be constructed and landscaped by the Developer with Phase II of Daybreak Subdivision. It shall be maintained by the HOA.
- e) Pond "C" is to be constructed and landscaped by the Developer with Phase III of Daybreak Subdivision. It shall be maintained by the HOA.

3) Lawn & Sprinkler Maintenance

- a) All lawn and sprinkler maintenance shall be performed by the HOA.
- b) Once turf has been established in the permanent Ponds, weeds shall be controlled by spraying annually with a commercially available herbicide according to the labeled application instructions.

MC

3760041

11/09/2015 11:13 AM Pages: 5 of 8 Fees: 66.00
Jeff Martin Clerk & Recorder, Yellowstone MT



- c) Grass shall be mowed weekly or bi-weekly during the growing season.
- d) Fertilizer shall be applied in the spring and fall and once or twice during the summer growing season according to the labeled instructions.
- e) Sprinklers shall be adjusted to avoid overspray onto paved surfaces and to avoid overwatering of the grass.
- f) Where a sprinkler system is connected to a city water service lateral, it shall have an anti-siphon check valve apparatus to prevent backflow of contaminated water into the City water system.
- g) Sprinklers shall be blown out annually with compressed air in late September or early October before hard ground freezing to prevent breakage of pipes, fittings, and other components.

MC

3760041

11/09/2015 11:13 AM Pages: 6 of 8 Fees: 66.00
Jeff Martin Clerk & Recorder, Yellowstone MT


POST CONSTRUCTION BMP INSPECTION CHECKLIST

Activity	Schedule/Frequency
Inspect pond area for oil sheens or trash	Monthly
Inspect exterior of catch basins	Monthly and after storm events
Inspect pond area, sidewalls, and shoreline for erosion, settlement, and rodent damage	Quarterly
Inspect fences, gates and locks	Quarterly
Inspect bioswales for vegetation cover and bare areas	Quarterly
Inspect ditches, check dams, and all visible pipes and culverts for trash, obstructions and other problems	Quarterly and after storm events
Inspect inlets and outlets for trash, obstructions, and vegetation	Quarterly, and after storm events
Inspect trash racks, debris barriers, and energy dissipaters	Quarterly and after storm events
Inspect water levels in the pond	After storm events
Inspect pond area for undesirable or poisonous vegetation and noxious weeds	Semi-annually, during growing season
Pond area sediment accumulation (pond bottom)	Annually
Inspect interior of catch basins for debris and sediment	Annually
Inspect spillway for vegetation overgrowth and ease of heavy equipment access	Annually
Inspect inside catch basins, including flow restrictor/orifice plate	Annually
Inspect access ramps for ease of heavy equipment access	Annually

Prepared by RESources for Sustainable Communities for the Birch Bay Watershed & Aquatic Resources Management (BBWARM) District. This project was been funded wholly or in part by the U.S. Environmental Protection Agency under assistance agreement WS-96073401 to Whatcom County. The content of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendations for use.

MC

3760041

11/09/2015 11:13 AM Pages: 7 of 8 Fees: 66.00
Jeff Martin Clerk & Recorder, Yellowstone MT



Stormwater System Inspection Checklist

INSPECTOR'S NAME:	
DATE:	
NAME & ADDRESS OF STORMWATER FACILITY:	
GENERAL OBSERVATIONS (IS WATER FLOWING?):	
WEATHER:	

	Checked? (Y/N)	Maintenance Needed? (Y/N)	Observations and Remarks
CATCH BASINS AND INLETS			
Look for debris, trash and sediment blocking catch basin grate. If found, remove. Replace grate if damaged.			
Inspect filter if installed. Change if torn or clogged.			
Look for sediment and trash in catch basin sump. Clean out if sediment fills 60% of the sump or comes within 6" of a pipe.			
Look for damage or cracks to frame, grate, basin walls or bottom. If found, repair or replace.			
Check integrity of ladder rungs, cleanout gate, and orifice plate. If bent or obstructed, take appropriate action.			
CONVEYANCES			
Check for undercutting, scouring, and slumping. If found, repair or maintain.			
Remove all trash and loose sediment. Remove sediment if it will impede water flow or clog downstream structures.			
Remove vegetation that impedes water movement. Remove vegetation over 9" in height, and all trees and shrubs impeding flow.			
Repair check dams as necessary.			
Remove any dumped yard waste.			
In ditches and swales, check for integrity of grass, check dams, inlets, and outlets. Remove shrubs and trees.			

Checklist continued on next page

	Checked? (Y/N)	Maintenance Needed? (Y/N)	Observations and Remarks
COMPONENTS OF THE POND			
Inlets and outlets: remove vegetation and debris. Fix erosion and scouring. Fix cause of sediment found below outlet.			
Remove vegetation and debris from trash rack.			
Add rock to energy dissipater if missing.			
If necessary, repair rock on spillway. Remove trees, shrubs, and vegetation over 4". If piping or erosion is visible, consult engineer.			
POND			
Check for slumping or sloughing of walls. If over 4" of slumping, consult with an engineer. Fix any erosion or scouring. If leaks, piping or soft spots are found, consult with an engineer.			
If liner visible on bottom, check for holes or replace.			
Clean any oil sheen from water with oil-absorbent pads or vacuor truck			
Check sediment depth near inlet. If more than one foot exists, or there is build up near inlet, the pond needs to be cleaned.			
VEGETATION			
On the pond walls, mow grass to 4 - 9". Remove clippings. Reseed bare areas.			
On pond surface, emergent vegetation over 50% of the area indicates sediment removal needed.			
On pond bottom, remove tree seedlings.			
Around the pond, remove trees and shrubs that shade sidewall grass or that might have problem roots near pipes and structures.			
Remove invasive and poisonous plants.			
Remove algae if over 10% of surface.			
ACCESS AND SAFETY			
Check integrity of access ramp; ensure stable and clear for heavy equipment.			
Check integrity and operation of all fences, gates, and locks. Repair as needed for ease of access.			
Remove rodents and insects if evidence found.			
Remove vegetation on fences.			

MC

3760041

11/09/2015 11:13 AM Pages: 8 of 8 Fees: 66.00
Jeff Martin Clerk & Recorder, Yellowstone MT



SIA

3760035

11/09/2015 11:13 AM Pages: 1 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



SUBDIVISION IMPROVEMENTS AGREEMENT

DayBreak Subdivision

Table of Contents

(City of Billings)

I. Variances	(page 1)
II. Conditions that Run with the Land	
III. Transportation	
A. Streets	
B. Sidewalks	
C. Street Lighting	
D. Traffic Control Devices	
E. Access	
F. Heritage Trail Plan	
G. Public Transit	
IV. Emergency Services	
V. Storm Drainage	
VI. Utilities	
A. Water	
B. Sanitary Sewer	
C. Power, Telephone, Gas, and Cable Television	
VII. Parks/Open Space	
VIII. Irrigation	
IX. Soils/Geotechnical Study	
X. Phasing of Improvements	
XI. Financial Guarantees	
XII. Legal Provisions	

SIA

3760035

11/09/2015 11:13 AM Pages: 2 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



SUBDIVISION IMPROVEMENTS AGREEMENT

DayBreak Subdivision

This agreement is made and entered into this 26th day of October, 2015 by and between *Regal Land Daybreak, LLC*, whose address for the purpose of this agreement is **1812 66th Street West, Billings, MT 59106**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *DayBreak Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on 10th day of June, 2014, the Board of Planning recommended conditional approval of a preliminary plat of *DayBreak Subdivision*; and

WHEREAS, at a regular meeting conducted on 23rd day of June, 2014, the City Council conditionally approved a preliminary plat of *DayBreak Subdivision*; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *DayBreak Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations:

Variance from Section 23-406.B.6, which requires a right-of-way dedication of 74 feet for collector streets to allow for a 60-foot right-of-way dedication for DayBreak Drive, a collector street. In return for

SIA

3760035

11/09/2015 11:13 AM Pages: 3 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



reduced street and right-of-way width, parking will be prohibited along the easterly side of DayBreak Drive.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owners will be required to construct that segment of the required boulevard sidewalk that fronts their property at the time of lot development.
- B.** Lot owners should be aware that this subdivision is being built in proximity to good deer habitat. Some subdivisions in similar habitat report considerable and on-going problems with deer damaging landscaped shrubs, flowers, and gardens. Potential homeowners should be made aware that they may have deer on their properties, and informed that unless they take steps to deter the animals (such as fencing their yards), they may have damage problems. Wild turkeys may become a nuisance if people attract them to the area by supplemental feeding. It is illegal to feed game animals and homeowners are strongly discouraged from any feeding of wildlife, as such activities may unnaturally concentrate animals. This may result in higher likelihood of damage to property, disease proliferation, and attracting predators such as mountain lions. Homeowners should be informed that city governments are authorized by state statute to manage game animals within incorporated city limits. They should be notified that Montana Fish, Wildlife & Parks (FWP) does not provide direct assistance unless there is damage to commercial agricultural crops in non-residential areas, or a threat to public health and safety such as in the case of nuisance mountain lions. Homeowners are encouraged to visit the Living With Wildlife section in the FWP internet website at <http://fwp.mt.gov>.
- C.** A geotechnical study has been done for this subdivision by Rimrock Engineering, Inc. The report for this study is dated April 1, 2014, the project number is 03-110-25, and the recommendations found therein are to be followed in construction of subdivision improvements and structures.
- C.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches, pipes, and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the

SIA

3760035

11/09/2015 11:13 AM Pages: 4 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

- E. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- F. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

- DayBreak Drive, a north / south collector road running through this subdivision shall have a public right-of-way width of 60 feet. All other roads within this subdivision are local roads and shall have public right-of-way widths of 56 feet.
- DayBreak Drive, a collector road, shall have an asphalt pavement width of 34 feet. All other roads in this subdivision are local roads and shall have an asphalt pavement width of 30 feet.
- Standard 2' curb and gutter is to be installed with cuts in the curb for driveways made at designated locations during the curb and gutter forming and finishing process.
- Grand Avenue - Subdivider is required to submit a cash contribution for half of a residential street (less a credit for existing asphalt and for what is constructed), curb and gutter, and design and construction administration.
- Grand Avenue – To minimize effects on local services, an auxiliary left turn lane is needed on Grand Avenue at the entrance to the subdivision. This turn lane shall be constructed with the other public improvements serving Phase III of the subdivision. In the event a more comprehensive widening project on Grand in the vicinity of 54th and 56th Streets West is initiated by the City prior to the start of Phase III, the City will require a cash contribution based on a cost estimate submitted by the developer and approved by City Engineering toward the larger project.

B. Sidewalks

- A 5' wide concrete sidewalk is to be constructed by the Subdivider along Grand avenue, aligned so that the back of sidewalk line is 1 foot north of



the new southerly right-of-way line for Grand Avenue as identified on the plat.

- 5' wide concrete boulevard sidewalks along the street frontage of each lot shall be constructed by the lot owner at the time of lot development (home construction). These sidewalks are to be aligned so that they will create a 5 foot boulevard strip between the curb and the sidewalk. The city reserves the right to construct any missing sidewalk and assess the property owners 3 years after construction of a phase.
- ADA compliant accessibility ramps are to be constructed at all intersection corners and trail / street crossing locations.

C. Street Lighting

- Street lighting is not proposed for this subdivision.
- Street lighting and street light maintenance are included in the attached Waiver to Protest the creation of a Special Improvements District (SID) and may be installed by the city in the future.

D. Traffic Control Devices

- A traffic accessibility study has been done for this subdivision by Sanderson Stewart, and the report is dated April 2014 (Report No. 13076.01). This report indicates that DayBreak Subdivision would have only minor impacts on traffic operations for the surrounding roadways.
- A stop sign is to be constructed at the point of egress of this subdivision onto Grand Avenue.
- Pedestrian crossing signage and striping are to be constructed by the Subdivider for the trail crossing on DayBreak Drive.
- Contributions for intersection improvements at 48th Street West and Grand Avenue and at 54th Street West and Grand Avenue are required. These contributions should be made prior to filing of the final plat.
 - a. The Subdivider is required to contribute \$5,400.00 toward the intersection improvements of 48th Street West and Grand Avenue.
 - b. The Subdivider is required to contribute \$5,800.00 toward the intersection improvements of 54th Street West and Grand Avenue.

E. Access

- The principal access for this subdivision is where DayBreak Drive intersects Grand Avenue. There is no restriction to this access.
- There is a temporary emergency access which provides secondary access for emergency vehicles off of Grand Avenue and into the subdivision on Lot 3 of Block 1 (in the northwest corner of the subdivision) with an emergency access easement. This access is to be a 20 foot wide surface constructed of a 12-inch thick layer of compacted 1 ½-inch crushed roadbase gravel to provide all weather access, and is to remain in place until a permanent secondary access is constructed. A gate is to be constructed at the point of this access on the southerly right-of-way line of Grand Avenue and at the point of this access on Clear Sky Drive / Daylight Lane. Each gate is to have 20 feet of clear opening width and

SIA

3760035

11/09/2015 11:13 AM Pages: 6 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



signage posted on the outside of each gate, which shall consist of "Emergency Access Only" and "Fire Lane – No Parking" signs.

F. Billings Area Bikeway and Trail Master Plan

- This subdivision is within the Billings Area Bikeway and Trail Master Plan planning area.
- The plan identifies a future long-range bike lane along Grand Avenue and DayBreak Drive.
- A 10' wide asphalt trail running east and west is to be constructed through the subdivision in the 15-foot trail wide trail corridors and through the parkland on the east side of Daybreak Drive as shown on the plat. The trail corridors are privately held land owned and maintained by the Home Owners Association

G. Public Transit

- No public transit service facilities are proposed.
- The nearest MET Transit bus route to DayBreak is at Grand Avenue and Zimmerman Trail.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

Prior to final plat approval, the Subdivider will construct a temporary emergency access to provide secondary access for emergency vehicles off of Grand Avenue and into the subdivision by way of an emergency access easement on Lot 3 of Block 1 (in the northwest corner of the subdivision). This access is to be a 20 foot wide gravel surface, constructed of a 12-inch compacted thickness of 1 ½-inch crushed gravel roadbase to provide all weather access and is to be gated with two

SIA

3760035

11/09/2015 11:13 AM Pages: 7 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



double-swing gates having 20 feet of clear opening width. One gate shall be constructed at the point of this access on the southerly right-of-way line of Grand Avenue, and the other gate is to be constructed on the northerly right of way line of Clear Sky Drive / Daylight Lane. Signage shall be posted on the outside of each gate and shall include "Emergency Access Only" and "Fire Lane – No Parking" signage. Home Owners Association (HOA) is to maintain emergency access road by re-grading or top-dressing with gravel as needed to maintain an all-weather drivable surface. When a permanent secondary access is provided, the HOA will remove the emergency access road gate and gravel, return them to the Subdivider, and will landscape the area.

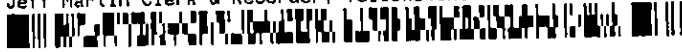
V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan has been submitted to the Engineering Division. This stormwater management plan, also known as the Comprehensive Drainage Plan for Daybreak Subdivision, has been reviewed and approved by the Engineering Division. Three Storm drain retention ponds, labeled Pond "A", Pond "B", & Pond "C" are to be constructed at the locations shown on the plat. These retention areas are to be improved with underground, automatic sprinkler systems and grass. Inlets and pipe of adequate size and spacing to meet requirements of the City of Billings Stormwater Management Manual will convey storm runoff water to the retention ponds. Pond "A" is to be constructed within the widened right-of-way width of Daybreak Drive between Grand Avenue and Clear Sky Drive, on the west side of the roadway improvements of Daybreak Drive. The maintenance of Ponds "A", "B", and "C" is the obligation of the HOA. Ponds "B" and "C" are to be privately owned and maintained by the HOA. Privately owned ponds shall be covered with a blanket stormwater easement. If the HOA fails to maintain or replace the ponds, the City reserves the right to create a maintenance district in the subdivision to maintain the ponds.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development and Franchise Fees in effect at the time new water and/or sanitary sewer service connections are made.

SIA**3760035**11/09/2015 11:13 AM Pages: 8 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

The subdivision will have a water distribution system consisting of 8-inch water lines, fire hydrants with number and spacing as required, and a 1-inch water service lateral to each lot. A water service will also be stubbed to each storm water retention pond area for irrigation, anticipated to be 1-inch to 2-inch in size. Source of water supply will be by connection to the existing 20-inch water main in Grand Avenue.

B. Sanitary Sewer

This subdivision will have a sanitary sewer collection system with mains anticipated to be 8-inch diameter with a 6-inch sewer service lateral to each lot. For any lots with plumbing systems that may not be able to gravity flow to the sewer collection system, a sewage grinder / ejector pump will be provided to pump the wastewater into the gravity sewer service lateral. The subdivision's sewer collection system will connect to the existing 27-inch sanitary sewer main in Grand Avenue.

C. Power, Telephone, Gas, and Cable Television

- Utility services are proposed to be installed in road rights-of-way or in easements of 8 to 10 feet in width along front and side lot lines as required by utility companies.

VII. PARKS/OPEN SPACE

- The parkland requirement for this subdivision is 11% of the lot area or $(0.11)(12.53 \text{ Acres}) = 1.378 \text{ Acres}$.
- The 15-foot trail corridors running between Lots 10 and 11 of Block 1 and between Lots 21 and 22 and Lots 6 and 7 of Block 2 are proposed to serve as parkland credited toward the fulfilment of the Subdivider's required parkland contribution. These trail corridors will be privately held land owned and maintained by the Home Owners Association. Fencing along these 15-foot wide trail corridors shall be restricted to a maximum height of 4 feet. The park and trail in Block 3, labeled as "Park" on the plat serves as parkland, also privately held and maintained by the HOA, and credited toward the Subdivider's required parkland contribution.
- Area of parkland provided as described in the above two bullet points is 0.593 Acre. A cash-in-lieu donation is proposed for the remainder of the parkland requirement as follows: $0.785 \text{ acre} \times \$20,000 \text{ per acre} = \$15,700.00$ to go toward the development of Cottonwood Park.

SIA

3760035

11/09/2015 11:13 AM Pages: 9 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



VIII. IRRIGATION

- There is an existing irrigation ditch running east and west along the north boundary of the subdivision. This irrigation ditch serves the property to the east of DayBreak Subdivision and will be piped along the full frontage of the subdivision within the Grand Avenue right of way in an appropriately sized pipeline with a trash rack on the inlet side. Ditch is to be maintained by HOA.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical study has been done for this subdivision by Rimrock Engineering, Inc. The report for this study is dated April 1, 2014, the project number is 03-110-25, and the recommendations found therein are to be followed in construction of subdivision improvements and structures.

X. PHASING OF IMPROVEMENTS

The Subdivider does not desire to commence development of all lots within the subdivision, but does desire to file the approved final plat of DayBreak Subdivision, First Filing, and to sell and convey lots in said subdivision in phases. In accordance with the foregoing, the Subdivider and the City agree as follows:

A. Phase I

The Phase I improvements shall be constructed utilizing a private contract. The Phase I improvements shall include construction of Clear Sky Drive, Sunny Cove, and those portions of DayBreak Drive and Daylight Lane adjacent to Phase I lots, including all necessary utilities within said streets. Phase I construction will also include construction of Storm Pond "A" (Block 1). The 20-foot wide temporary gravel emergency access and gates on Lot 3, Block 1 will be built prior to final plat approval.

The Subdivider and City agree that the Subdivider will construct or provide monetary guarantee as outlined herein for Phase I improvements prior to final plat approval. The Phase I improvements referred to herein shall be installed using a private contract which shall be secured as a letter of credit or a letter of commitment to lend funds from a commercial lender. The letter of credit or letter of commitment to lend funds shall be in place prior to recording the final plat or commencement of the private contract. As used herein, the lots to be served by Phase I are more particularly described as follows:

Lots 1 through 5, inclusive, Block 1; Lots 1 through 8, inclusive, and Lot 27, Block 2; and Lots 1 through 14, inclusive, Block 3; all in DayBreak Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (28 lots total).

SIA

3760035

11/09/2015 11:13 AM Pages: 10 of 15 Fees: 5.00

Jeff Martin Clerk & Recorder, Yellowstone MT



B. Phase II

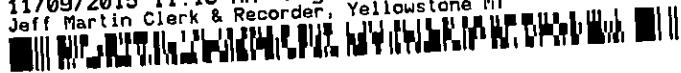
The Phase II improvements shall be constructed utilizing a private contract. The Phase II improvements shall include construction of First Light Circle, Morning Star Lane, and those portions of DayBreak Drive and Daylight Lane adjacent to Phase II lots, including all necessary utilities within said streets. Phase II construction will also include construction of Storm Pond "B" and Storm Pond "C" (Block 5), and improvement of the Park & trail in Block 3.

The Subdivider and City agree that the Subdivider will construct or provide monetary guarantee as outlined herein for Phase II improvements prior to final plat approval. The Phase II improvements referred to herein shall be installed using a private contract which shall be secured as a letter of credit or a letter of commitment to lend funds from a commercial lender. The letter of credit or letter of commitment to lend funds shall be in place prior to recording the final plat or commencement of the private contract. As used herein, the lots to be served by Phase II are more particularly described as follows:

Lots 17 through 19, inclusive, Block 1; Lots 9 through 15, inclusive, Block 2; Lots 15 through 23, inclusive, Block 3; Lots 1 and 2, Block 4, and Lots 1 and 2, Block 5; all in DayBreak Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (23 lots total).

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said Phase II to be recorded concurrently with the recording of this agreement. Said declaration notifies all third parties that said lots may not be legally sold, conveyed, or transferred until a release executed by the City of Billings has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate has been executed by the Department of Public Works stating that the above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the agreement, the City does hereby authorize the Department of Public Works, Mayor, and City Clerk of the City to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the subdivision.

C. Phase III

SIA**3760035**11/09/2015 11:13 AM Pages: 11 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT

The Phase III improvements shall be constructed utilizing a private contract. The Phase III improvements shall include construction of that portion of Daylight Lane adjacent to Phase III lots, including all necessary utilities within said streets. Phase III construction will also include construction of the 10-foot trail within the 15-foot trail corridor between Lots 10 and 11, Block 1, and between Lots 21 and 22 and Lots 6 and 7, Block 2.

As part of Phase III of the subdivision, an auxiliary left turn lane will be constructed with the other public improvements serving Phase III of the subdivision; or, in the event a more comprehensive widening project on Grand in the vicinity of 54th and 56th Streets West is initiated by the City prior to the start of Phase III, the City will require a cash contribution based on a cost estimate submitted by the Subdivider and approved by City Engineering toward the larger project.

The Subdivider and City agree that the Subdivider will construct or provide monetary guarantee as outlined herein for Phase III improvements prior to final plat approval. The Phase III improvements referred to herein shall be installed using a private contract which shall be secured as a letter of credit or a letter of commitment to lend funds from a commercial lender. The letter of credit or letter of commitment to lend funds shall be in place prior to recording the final plat or commencement of the private contract. As used herein, the lots to be served by Phase III are more particularly described as follows:

Lots 6 through 16, inclusive, Block 1; and Lots 16 through 26, inclusive, Block 2; all in DayBreak Subdivision, First Filing in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (22 lots total).

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said Phase III to be recorded concurrently with the recording of this agreement. Said declaration notifies all third parties that said lots may not be legally sold, conveyed, or transferred until a release executed by the City of Billings has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate has been executed by the Department of Public Works stating that the above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the agreement, the City does hereby authorize the Department of Public Works, Mayor, and City Clerk of the City to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the subdivision.

SIA

3760035

11/09/2015 11:13 AM Pages: 12 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

“SUBDIVIDER”

Regal Land Daybreak, LLC

By: *[Signature]*

It's: *President*

STATE OF MONTANA)

SIA

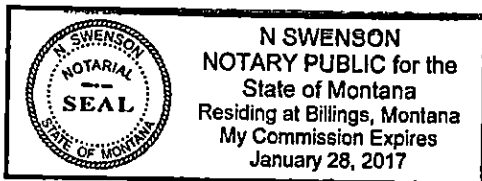
3760035

11/09/2015 11:13 AM Pages: 13 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



County of Yellowstone)
: ss

On this 6th day of October, 2015, before me, a Notary Public in and for the State of Montana, personally appeared Daniel W. Wells, known to me to be the President of (Subdivider), who executed the foregoing instrument and acknowledged to me that he/she executed the same.



N. Swenson
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by the City of Billings, this 26th day of October, 2015

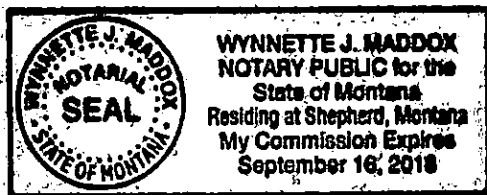
"CITY"
CITY OF BILLINGS
MONTANA

By: Thomas W. Hanel
Mayor

Attest: Billie Guenther
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 26th day of October, 2015 before me, a Notary Public in and for the State of Montana, personally appeared Thomas W Hanel and Billie Guenther, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.



Wynnette Maddox
Notary Public in and for the State of Montana
Printed Name: Wynnette Maddox
Residing at: Shepherd MT
My commission expires: 9.16.2018

3760035

11/09/2015 11:13 AM Pages: 14 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

DayBreak Subdivision

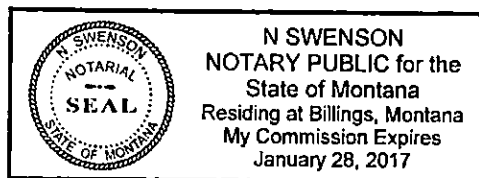
Signed and dated this 10 day of October, 2015.

~~Regal Land Daybreak, LLC~~

By:

It's:

STATE OF MONTANA)
 : ss
County of Yellowstone)



On this 6th day of October, 2015, before me, a Notary Public in and for the State of Montana, personally appeared Daniel W. Wells, known to me to be President of Regal Land Daybreak, LLC, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

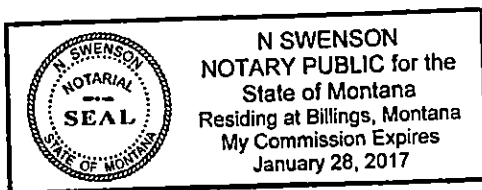
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

N. Svenson

SIA

3760035

11/09/2015 11:13 AM Pages: 15 of 15 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



N. Swenson

Notary Public in and for the State of Montana

Printed Name: _____

Residing at: _____

My commission expires: _____

Dan Wells
P.O. Box 80445
Billings, MT 59108

RES

3760040

11/09/2015 11:13 AM Pages: 1 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND DESIGN GUIDELINES
FOR DayBreak 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 or Board of Directors
5. Bylaws
6. Declaration
7. Design Review Committee or DRC
8. Design Standards
9. Developer
10. Governing documents
11. Grantor
12. Improvement
13. DayBreak Subdivision
14. Lot
15. Member
16. Owner or Owners
17. Person
18. Plans
19. Property
20. Project
21. Project Documents
22. Service Charge
23. Structure
24. Zoning Ordinance

ARTICLE 4 USE RESTRICTIONS

1. Residential Use
2. Commercial Use
3. Buildings must be new
4. Temporary Residence
5. Parking
6. Nuisances
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

ARTICLE 5 - CONSTRUCTION REQUIREMENTS

1. Design Standards
2. Design Review
3. Driveways
4. Scheduling
5. Duration
6. Compliance with Project Documents
7. Material Storage and Removal
8. Contractor Parking
9. Construction Hours/Noise
10. Cleanup of Construction Debris
11. No Modular or Log 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. Review Application
 - a. Site Plan
 - b. Building Plan
 - c. Landscaping Plan
 - d. Other information
7. Basis of Approval

RES

3760040

11/09/2015 11:13 AM Pages: 2 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



8. Decision
9. Variances
10. Changes to Approved Plans
11. Inspections
12. Non Liability
13. Enforcement.

ARTICLE 8 -DESIGN STANDARDS

1. Landscaping
2. Setbacks
3. Design of Structures
 - a. Traditional Design
 - b. Exterior Walls
 - c. Roof
 - d. Accessory Buildings
 - e. Minimum House Sizes
 - f. Height
4. Fences
5. Yard Lights
6. Removal of Soil
7. Color
8. Pools and Hot Tubs

ARTICLE 9 - OWNERS ASSOCIATION

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

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
10. Voluntary Transfer of Lot
11. Enforcement of Assessment Obligation
12. Covenant to pay Maintenance Assessments
13. Remedies for Non-payment of Assessments

**ARTICLE 11 - ENFORCEMENT OF THIS
DECLARATION**

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

1. Prescriptive or Implied Easements
2. Grantor's Rights and Reservations
3. Existing Improvements
4. Nonwaiver
5. Severability
6. Conflict of Project Documents
7. No Warranty of Enforceability
8. Waiver of Claim against Association

**ARTICLE 13 - AMENDMENT AND
TERMINATION OF THIS DECLARATION**

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

RES

3760040

11/09/2015 11:13 AM Pages: 3 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



ARTICLE 1- DECLARATION OF PURPOSE AND BINDING EFFECT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 6th day of OCTOBER, 20 15 by Regal Land DayBreak, LLC, a Montana limited liability company, hereinafter referred to as "Grantor" or "Developer".

RECITALS

1. 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 "DayBreak Subdivision" and hereinafter referred to as the "Property";

2. Grantor desires to subject upon the Property, together with all the buildings and other improvements now or hereafter constructed thereon, to this Declaration.

3. 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. All of 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.

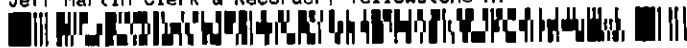
4. All Owners by acceptance of a deed to any Lot subject to this Declaration, and all purchases of Lots under a contract of sale, agree to conform to, and be bound by these covenants, conditions and restrictions, and to accept jurisdiction of the Homeowner's Association, its Board of Directors, and the 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.

RES

3760040

11/09/2015 11:13 AM Pages: 4 of 27 Fees: 199.00
Jeff Marlin Clerk & Recorder, Yellowstone MT



ARTICLE 2- EXPANSION

1. Addition of Lots to this Declaration. Developer hereby reserves the right, in its sole discretion, until the twentieth anniversary of the recordation of this Declaration, to add any or all lots in subsequent filings of DayBreak Subdivision (hereafter referred to as expansion property,) 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 property without the consent of DayBreak Homeowners Association, or any of the members of such Association, subject to the following conditions:

a) Developer may add expansion property 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 property shall be members of DayBreak Homeowners Association, and shall be bound by the provisions of this Declaration and the Bylaws of DayBreak Homeowners Association, as the same may be amended from time to time.

RES

3760040

11/09/2015 11:13 AM Pages: 5 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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.** DayBreak Homeowners Association, an Association formed by Grantor in conjunction with the execution and recordation of this Declaration.
4. **Board or 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 2 of this Declaration.
5. **Building.** A building or other structure constructed on a Lot.
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 or DRC.** 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.
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.** Regal Land Daybreak, LLC 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 Articles 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 Daybreak, LLC, its successors-in-interest and assigns, but excluding third parties purchasing Lots.
13. **Improvement.** Any man-made undertaking.
14. **Lot.** Any of the above designated parcels of land intended for improvement.
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

RES

3760040

11/09/2015 11:13 AM Pages: 6 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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 Subdivision known as "DayBreak 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. DayBreak Subdivision. DayBreak Subdivision, Yellowstone County, Montana, and lots in any subsequent filing of DayBreak Subdivision, if those lots are later subjected to the provisions of the Declaration by Developer.

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 this Declaration 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, guest houses, garages, 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.

RES

3760040

11/09/2015 11:13 AM Pages: 7 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



ARTICLE 4 - USE RESTRICTIONS

1. Residential Use. Except as provided below, all Structures shall be built and used for single family residential purposes only. No more than one single family residence with or without an attached garage, and one private detached garage and/or shop 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.

2. Commercial Use. Except as otherwise provided below, no Lot shall be used at anytime 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 the Zoning Ordinances.

3. Buildings Must Be New. Any Building or residence erected on a Lot shall be of new construction; no old or used buildings 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 manufacturer's rating may be parked or stored on a road or driveway within the Project, excepting emergencies and deliveries. No utility, boat, travel or other trailer, motor home, recreational vehicle, commercial vehicle, bus, or truck having a manufacturer's rating of more than two-tons, inoperable vehicle or equipment, or vehicle which is in a state of disrepair, shall be permitted to remain on any Lot more than five consecutive days unless placed or maintained within an enclosed Structure. Small utility tractors shall be stored in an enclosed Structure. All other 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. Nuisances. No noxious or illegal activity shall be conducted in DayBreak 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 DayBreak Subdivision. No Person shall maintain, allow or establish a private or public nuisance on any Lot. 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.

RES

3760040

11/09/2015 11:13 AM Pages: 8 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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. Unsignificalness/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, as the case may be, 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 so as 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. In the event that 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 from public view. All screening must conform to the standards set forth in the Design Standards.

RES

3760040

11/09/2015 11:13 AM Pages: 9 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



9. Animals/Pets. Except as otherwise provide herein, no insects, wild animals, cattle, pigs, poultry (except up to six (6) 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: 1) 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. 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.

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 Structure(s) and any necessary improvements to the grounds surrounding and affected construction of the Structure(s). The Structure(s) shall be completed within one (1) year after the commencement of construction unless the DRC approves an extension due to extenuating

RES

3760040

11/09/2015 11:13 AM Pages: 10 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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 any and 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 or the Board will be sufficient evidence to impose a Special Assessment on the Lot Owner.

8. Lot Owners will be Responsible for any Fines Assessed by the EPA, DEQ or any Other Governmental Agency. Lot Owners will be required to provide Storm Water Pollution Prevention Plans (SWPPPs) for construction projects on their Lot(s). In the event that 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 or damage to the Downstream Lot Owner's property, the Noncompliant Lot will be responsible for paying or settling any fine levied against the Downstream Lot Owner by any governmental agencies and/or paying for any damage caused to the Downstream Lot Owner's property. 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. In an effort 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.

RES

3760040

11/09/2015 11:13 AM Pages: 11 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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 or the Board will be sufficient evidence to levy such Special Assessment.

11. Foundations. All Structures will be required to have a soils report.
12. HUD and Log Homes. No non-HUD compliant or Log Homes shall be permitted in DayBreak 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 on individual Lots and the Property meet standards and guidelines as set forth in this Declaration, including the Design Standards described below. Grantor reserves the right to make exceptions to the Design Standards as it shall deem necessary and proper. Grantor shall have the authority to augment, amend, or otherwise modify such Design Standards from time to time, in its sole discretion, without consent of any other Owners. The DRC or the Board, without the consent of any other Owners may modify the Design Standards or adopt additional ones as it sees fit, and may authorize exceptions to the Design Standards as it sees fit. At least four of the five members of the DRC must consent, in writing, to the new or modified standards or to granting exceptions.

2. Design Review Committee. So long as Grantor owns any of the above-described Lots, and any Lots in DayBreak Subdivision which are hereafter subjected to the provisions of this Declaration, Grantor shall have the sole authority to appoint a Design Review Committee (DRC), to consider and review any and all Plans submitted for approval based on Design Standards set forth in this Declaration. Regal Land Daybreak, LLC, Developer, in its sole discretion, may elect to turn over its power to appoint the Design Review Committee members to the Association at any time prior to a sale of all Lots which are subject to the Declaration.

RES

3760040

11/09/2015 11:13 AM Pages: 12 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



3. Required Plan Review. Subject to the exemption of the Grantor, 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 submitting an application 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. All applications shall be accompanied by the required review fee. The DRC shall not be obligated to initiate review of an application until such fees are paid. In addition, if the DRC determines that it is necessary or advisable to employ an architect or engineer to assist with review, it may do so. Fees paid to the architect or engineer shall be billed to the Owner of the Lot under review as a Special Assessment by the Board, upon notification of the amount of those fees by the DRC, or in its discretion the DRC may require the Owner to pay those fees to the DRC before conclusion of the review process.

The DRC shall determine the amount of the application fee, and the preliminary review fee to be paid, and mail all Owners a schedule of the amounts of the fees. The fees shall equal the estimated average of the costs which will be incurred by the DRC during the review process. The DRC may modify the fee schedule from time to time, as review costs increase or decrease.

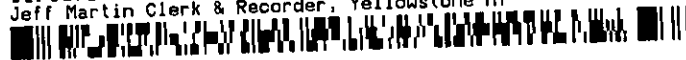
5. Preliminary Plan Review. Preliminary plan review shall be an optional informal advisory process intended to be an open dialogue process between an Owner and/or a prospective buyer of an Owner's Lot and a member of the DRC. At an Owner's request a preliminary plan review may be held to review proposed building and landscaping concepts and to discuss site considerations with a designated representative of the DRC. Request for a preliminary review shall be arranged by contacting a member of the DRC by phone or by mail. The DRC shall use good faith efforts to initiate the preliminary plan review process within ten (10) working days of receipt of any request for such review. The Owner requesting such review shall be liable for a non-refundable preliminary review fee, payable at the time the general plan is submitted. The Person, or Persons, proposing the construction of an Improvement, should provide the designated DRC representative(s) with a general plan relating the following information for preliminary review; a) layout of driveways and parking areas, b) location, design and size of Structures, c) Major Excavations and effect on existing topographical features, and d) drainage patterns and storm water system.

These general plans can consist of sketches, drawings and photos, and be related verbally to the DRC representative. It is the responsibility of the Owner or purchaser to relate enough

RES

3760040

11/09/2015 11:13 AM Pages: 13 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



information to allow the DRC representative to make an informed review, such including shall include but not be limited to, setbacks, natural screening, architectural concept, exterior finishes and materials, building heights, view corridors, site drainage and storm water management, access drives, on-site parking, proposed outbuildings, utilities, preservation of existing trees, compatibility with surroundings and the requirements necessary for the final application. The designated DRC member(s) providing the review shall document their findings in writing. The Board shall be bound to this written record of findings in processing the final application.

6. Review 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 Board two sets of Plans for the proposed Improvements. These Plans shall be signed by the Owner, contain all information requested and be accompanied by all other material to be submitted, as hereinafter provided, and by the review fee. All review applications shall contain, or have submitted therewith, the following materials as deemed appropriate for the proposed Improvement, collectively called Plans, prepared in accordance with acceptable standards and submitted with an application form, if any, as approved by the DRC:

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 Structure's 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 a Stormwater Management Plan.

d. Other Information: The Board 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. Basic of Approval. In reviewing the application and the materials submitted and in reaching a decision thereon, the DRC shall use its best efforts and judgment to assure that

RES**3760040**11/09/2015 11:13 AM Pages: 14 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT

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, g) proper facing of the main elevation with respect to adjacent Lots and Common Area; h) the overall aesthetics of subdivision; and i) the conformity of Plans to the purpose and general plan and intent of the Declaration. Because the review does include judgments about aesthetics by the DRC and because the aesthetic consideration cannot be clearly defined in this Declaration, the decisions of the DRC will be subjective in nature. Each Owner, by acceptance of a deed to any Lot subject to this Declaration, including expansion Lots, agrees to accept the aesthetic decisions to the DRC as final and binding, and waives any right to challenge those decisions through legal action.

8. Decision. Unless extended by mutual consent of the Owner and the DRC, the DRC shall render its decision with respect to the 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 two members of the DRC. A copy thereof shall be mailed to the Owner at the address shown on the application. Approval of Plans shall be evidenced by a written endorsement on such 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 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 Plans, as approved, shall be made without the prior written consent of the Board. 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

RES

3760040

11/09/2015 11:13 AM Pages: 15 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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 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 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 accord with approved Plans whether or not the members of the DRC perform any inspections. The DRC is empowered to inspect all work in progress on any Lot at any time but is not obligated to do so. Such inspections shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application. Should the DRC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner, and to the Board, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives; a) the Owner shall immediately cease the activity which constitutes a deviation or violation, and/or b) the Owner shall adhere to the corrective measures set forth in the written notice.

12. Non-Liability. Neither the DRC nor any member thereof, the Board, the Association, 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, damage or connected with the performance by the DRC members of their duties and responsibilities by reason 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 Property, or c) the internal operation or functional integrity of any Improvement, or d) any Zoning Ordinance or building code violations. Every Person who submits an application 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, 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 set forth herein.

13. Enforcement. The decisions of the DRC and the requirement to obtain approval of the DRC may be enforced by the Board, the Association or by any Owner by filing a lawsuit for specific performance, or for an injunction. The Owner shall have no more than four (4) months after the DRC issues a written notice of the violation to obtain the required

RES**3760040**11/09/2015 11:13 AM Pages: 16 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT

approval. 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 an Improvement shall be completed within twelve (12) months after occupancy.

2. **Setbacks.**

- a. No in-ground swimming pool or like facility shall be constructed on any Lot within 10 feet of any Lot line and only as permitted under the applicable Zoning Ordinances.
- b. No residence or other Building shall be located on any lot so that any part of the foundation is nearer than 20 feet from the front line of the Lot on which the Building is located (front setback).
- c. No Building shall be located less than five (5) 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).
- d. Setbacks from any street for a Building 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.

3. **Design of Structures.**

- a. **Traditional Design.** As the design of all Structures shall be traditional in aesthetics, 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 selected by the Owner of a Structure.
- c. **Accessory Buildings.** The construction materials for all accessory Buildings and other Structures shall be compatible with the residential Structure and the other requirements of this Declaration.

RES

3760040

11/09/2015 11:13 AM Pages: 17 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



- d. Houses sizes. Residential Structures must be compatible with other residential Structures in Day Break. Final approval of size will be made by the Design Review Committee, square footage shall not count garages, porches or patios.
- e. Fences. No fence or hedge or landscaping or similar enclosure (hereafter fences) shall unreasonably restrict or block the view of nearby Lots. For this purpose, fences shall be maintained at a height not greater than six (6) feet (except surrounding pool enclosures). No fences shall be constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the DRC. Fencing along 15-foot wide trail corridors shall be restricted to a maximum height of 4 feet.
- f. The finished side of the fence must be erected so as to face the public view.
- g. All fencing must be approved by the DRC.
- h. Any partial decorative fencing unit can be painted, stained, or weathered naturally providing there is a consistent and maintained finish.
4. Yard lights. Each residential Structure shall have a "yard" light. The yard light will be placed on a post in the front yard so as to provide lighting to the front yard, walkways and the front of the residential Structure. The design of the yard light will be in keeping with the design of the residential Structure and the neighborhood. No high intensity lighting will be allowed, as determine in the DRC's sole discretion.
5. Removal of Soil. Except as required for permitted construction, there shall be no removal of topsoil, sand, gravel, minerals or other materials, dredging or filling or changing in topography except as approved by the DRC.
6. Color.
 - a. After initial construction, no Structure shall be painted or stained until the color thereof has been approved by the DRC. The DRC shall have the right to refuse to approve the color of any paint or stain which, in its sole discretion, is inconsistent with the color scheme, or may detract from the value, of the other residential Structures located in the Subdivision or which color is not suitable or desirable for aesthetic or other reasons.
 - b. The exterior color palette of all Structures should be subdued or moderate in intensity, with color tones tending toward the neutral end of the value scale.
7. Pools and Hot Tubs. Exterior hot tubs must be screened from adjacent properties and streets. All pumps, filters and equipment for spas must be located so as not to cause a nuisance to neighbors and must be screened from view.
- 8.

ARTICLE 9-OWNERS ASSOCIATION

1. Organization of Association. The name of the Association is DAYBREAK 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

RES

3760040

11/09/2015 11:13 AM Pages: 18 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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.

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 expanded only upon affirmative vote of 60% of the Members or by the Grantor as long as the Grantor has ownership of a Lot.

3. Membership. The Owner of a 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.

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

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 so 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 also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. No Owner may exempt himself 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, and for such other purposes as may be deemed appropriate by the Board, including but not limited to, Assessments contemplated by the Subdivision Improvements Agreement for Daybreak Subdivision, as recorded, and as may from time to time be amended. Regular

RES**3760040**11/09/2015 11:13 AM Pages: 19 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Assessments shall be paid in one annual payment. The Board shall provide notification to all Owners going forth the amount of the Regular Assessment for the following year thirty (30) days prior to the end of the prior year. If the Board fails to notify Owners of the amount of the Regular Assessment for the coming year, the Regular Assessment for that year shall equal the Regular Assessment for the prior year.

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 (15) percent of the budgeted gross expenses of the Association (excluding reserves) for that year, without approval by 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 sixty (60) days after the Board gives notice of the amount of the Assessment to Owners, whichever is later. Special Assessments shall be due and payable when specified by the Board, or ten (10) days after the Board gives notices of the amount of the Assessment to Owners, whichever is later. 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 Assessment. Lots owned by Grantor shall not be subject to Assessments.

8. Interest and Late Charges. If any part of any Assessment of any type is not paid within thirty (30) days of the due date, an automatic late charge equal to five (5) 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 (15) percent 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

RES

3760040

11/09/2015 11:13 AM Pages: 20 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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 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 on the date of the statement.

11. Enforcement of Assessment Obligation. The obligation to pay Assessments shall be enforced by the Board on behalf of the Association. Individual 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 Maintenance Assessments. Each Owner of a Lot subject to this Declaration, 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 Secretary-Treasurer of the Association 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 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. 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 Lot 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.

RES

3760040

11/09/2015 11:13 AM Pages: 21 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



ARTICLE 11 - 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.

a. 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 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 Lot 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. Violations that damage or pose a significant threat of damage to the environment (water quality, vegetation, habitat, etc.) shall be subject to strong penalties. 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 put in effect.

4. **Request for Reconsideration.** An Owner may request the Board reconsider a decision that is adverse to the Owner concerning a general violation. The Owner shall address the issue with all affected parties prior to initiating a request for Board reconsideration. The Board shall reconsider its original decision and take appropriate action as deemed necessary. Such decision and recommended action shall be final and shall not be subject to reconsideration or further appeal.

5. **Costs: Reconsideration.** If the Board incurs any costs in reconsidering an original decision, including the costs of retaining a consultant or attorney to advise the Board, such costs shall be paid by the party(s) making the request unless the Board's decision constitutes a substantial reversal of the original decision, in which event such costs shall be paid by the Association. If the Owner requesting the reconsideration is obligated to pay such costs, payment of same, shall be enforceable as a Special Assessment.

RES

3760040

11/09/2015 11:13 AM Pages: 22 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



6. 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 it be done as soon as necessary, as 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.

7. Structural Violations. The Board shall have the right, when there has been built or placed on any Lot, any Structure, Building, erection or construction 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 provided the Owner, and any such entry and abatement or removal shall not be deemed to be a 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.

8. Costs: Compliance. All costs, expenses and damages incurred by the Association and determined by the Board to be proximately caused by a deviation or violation of this Declaration, shall be a Special Assessment against the Owner of the Lot, which Special Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion.

9. 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, the continuation of which violates the provisions of this Declaration. The Board shall not commence such legal or equitable proceedings until a written notice of the deviation of violation has been appropriately prepared and given to the Owner, but thereafter the Board shall have the sole discretion to commence such proceedings.

10. 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 without filing a legal action for enforcement, for filing a lien for past due assessments, and for foreclosure of an assessment lien; such costs and attorney fees may be assessed to the

RES

3760040

11/09/2015 11:13 AM Pages: 23 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



violation owner as a Special Assessment, or may be collected in any other manner permitted by law.

11. **Enforcement Costs.** Costs, as herein provided, shall include 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.

12. **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, as set forth in this Declaration.

13. **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.

ARTICLE 12 - 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 individual Lots included in the Property or Project. The completion of that work is essential to the welfare of said Property as a residential community. In order that said work may be completed and said Property 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 or any Lot thereof, whatever 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 in parcels of Lots by sale or otherwise,

RES

3760040

11/09/2015 11:13 AM Pages: 24 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



or c) prevent Grantor from maintaining such signs, stakes, flag or advertising devices on the Property 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 covenant, condition and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event anyone 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 covenant. 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.

NOTWITHSTANDING THE FOREGOING, NO PROVISION OF THIS DECLARATION SHALL BE CONSTRUED AS TO PREVENT OR LIMIT GRANTOR'S RIGHT TO COMPLETE DEVELOPMENT OF THE PROPERTY AND TO CONSTRUCT IMPROVEMENTS THEREON NOR GRANTOR'S RIGHT TO POST SIGNS INCIDENTAL TO CONSTRUCTION OR SALES.

ARTICLE 13 - AMENDMENT AND TERMINATION OF THIS DECLARATION

1. Duration. This Declaration shall run with the land and shall continue in force for a term of thirty (30) 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

RES

3760040

11/09/2015 11:13 AM Pages: 25 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT



Termination is recorded meeting the requirements set forth in Subsection 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 amendment shall be adopted by the vote, in person or by proxy, or written consent of Owners representing not less than sixty-seven (67) percent of the total Membership of the Association. Grantor may amend this Declaration so long as it owns at least one (1) Lot. Any amendments by Grantor will not be subject to the requirements of Article 13, Section 3 below.

3. 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 or 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.

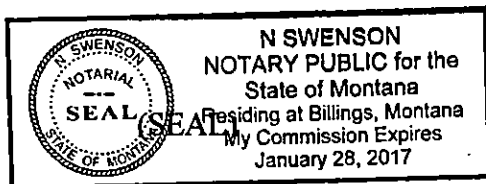
IN WITNESS WHEREOF, the Grantor has executed this Declaration as of the date first set forth above.

Regal Land DayBreak, LLC

By: *Daniel W. Wells*
Its: President/Managing Member

STATE OF MONTANA)
) : ss.
County of Yellowstone)

Subscribed, sworn to, and acknowledged before me by **Daniel W. Wells**, the Managing Member of Regal Land DayBreak, LLC, this 10th day of October, 2015.



N. Swenson
Notary of Public

EXHIBIT "A"

PLAT OF
DAYBREAK SUBDIVISION
BEING THE E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ AND THE W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 4
TOWNSHIP 1 SOUTH, RANGE 25 EAST, P.M.M.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SCOTT WORTHINGTON and REGAL LAND DEVELOPMENT, LLC

MARCH 2015

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of Yellowstone) ss

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and plotted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW $\frac{1}{4}$ of Section 4, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being described as follows:

The E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ and the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 4, T. 1 S., R. 25 E. P.M.M.

said tract also being more particularly described as follows, to-wit:

Beginning at a point on the north line of Section 4, T. 1 S., R. 25 E., P.M.M., said point being the northwest corner of Tract 3 in Certificate of Survey No. 2238; thence, from said Point of Beginning, along said north section line, S 89°57'18" E a distance of 656.00 feet to the northwest corner of the E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 4; thence, along the west line of the E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 4, S 0°11'25" E a distance of 1292.45 feet to a point on the north line of the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 4; thence, along said north line, S 89°44'13" W a distance of 656.55 feet to the southeast corner of Tract 3 in Certificate of Survey No. 1834; thence, along the west line of said Tract 3, the west line of C-11 Land Subdivision and the west line of Tracts 3 and 5 in Certificate of Survey No. 2238, N 0°12'20" W a distance of 1253.14 feet to the Point of Beginning.

The park requirement for this subdivision has been met by a combination of Private Parkland provided with Public Access and a cash-in-lieu donation as follows:

Required Parkland 1,378 acres
Provided Parkland 0.593 acres
Cash-in-lieu donation \$15,700.00

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 their 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 DAYBREAK SUBDIVISION, and the lands included in all streets and easements as shown on the annexed plat are hereby granted and donated to the use of the public forever.

REGAL LAND DEVELOPMENT, INC.

By: _____
Title: _____

STATE OF MONTANA)
County of Yellowstone) ss

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of Regal Land Development, Inc., and who acknowledged to me that said Corporation executed the same, witness my hand and seal the day and year herein above written.

Signature of Notary Public

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
County of Yellowstone) ss

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of March, 2015, a survey was performed under his supervision of a tract of land to be known as DAYBREAK SUBDIVISION, in accordance with the request of the owner thereof and in accordance with the Montana Subdivision and Platting Act said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the GROSS area is 18.5479 acres (823,377 square feet), the PRIVATE PARK area is 0.5925 acres (25,611 square feet), the dedicated ROAD area is 6.1095 acres (265,615 square feet) and the NET area is 12.7659 acres (556,921 square feet).

SANDERSON STEWART

By: _____
Montana License No. _____
Date: _____

CONSENT TO PLATING

Document No. _____

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. _____

STORMWATER EASEMENT

Document No. _____

ACCESS EASEMENT FOR PARK

Document No. _____

EMERGENCY ACCESS EASEMENT

Document No. _____

NOTICE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss

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

Date: _____ President: _____
Executive Secretary: _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76-4-125(2)(a), M.C.A., for the removal of solitary restrictions since the plat is within a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20____.

City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the applicable additions and plats of the City of Billings already plotted as nearly as circumstances will permit.

Examining Land Surveyor: _____ Date: _____

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: _____
Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 78-3-611(1)(a) / 78-3-207(2), M.C.A.

Date: _____
Yellowstone County Treasurer: _____
By: _____ Deputy: _____

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss

We hereby certify that we have examined the annexed and foregoing PLAT OF DAYBREAK SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. 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 the CITY OF BILLINGS, MONTANA, this _____ day of _____, 20____.

CITY OF BILLINGS, MONTANA

By: _____ Mayor: _____
Attest: _____ City Clerk: _____

RES 3760040
11/09/2015 11:13 AM Pages: 26 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT

PLAT OF DAYBREAK SUBDIVISION

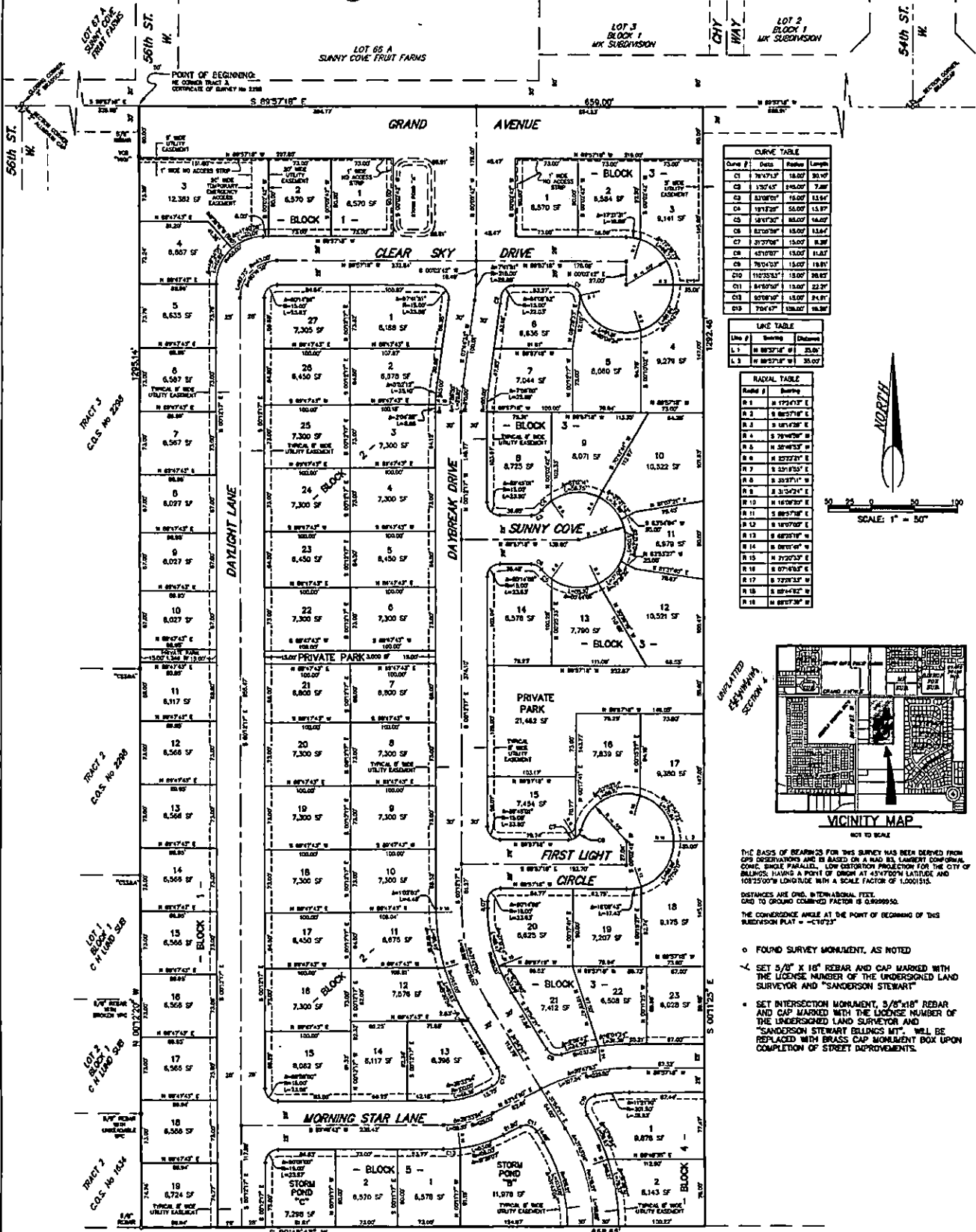
BEING THE E $\frac{1}{2}$ W $\frac{1}{2}$ N $\frac{1}{2}$ W $\frac{1}{2}$ AND THE W $\frac{1}{2}$ E $\frac{1}{2}$ N $\frac{1}{2}$ W $\frac{1}{2}$ OF SECTION 4
TOWNSHIP 1 SOUTH, RANGE 25 EAST, P.M.M.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SCOTT WORTHINGTON and REGAL LAND DEVELOPMENT, LLC

MARCH 2015

PREPARED BY : SANDERSON STEWART

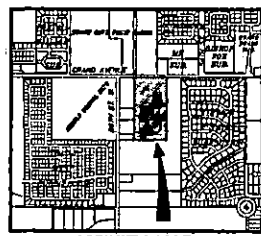
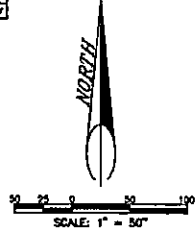
BILLINGS, MONTANA



Curve #	Radius	Length
C1	75.00'	35.00'
C2	100.00'	15.00'
C3	100.00'	15.00'
C4	100.00'	15.00'
C5	100.00'	15.00'
C6	100.00'	15.00'
C7	100.00'	15.00'
C8	100.00'	15.00'
C9	100.00'	15.00'
C10	100.00'	15.00'
C11	100.00'	15.00'
C12	100.00'	15.00'
C13	100.00'	15.00'
C14	100.00'	15.00'
C15	100.00'	15.00'
C16	100.00'	15.00'
C17	100.00'	15.00'
C18	100.00'	15.00'
C19	100.00'	15.00'
C20	100.00'	15.00'
C21	100.00'	15.00'
C22	100.00'	15.00'
C23	100.00'	15.00'
C24	100.00'	15.00'
C25	100.00'	15.00'
C26	100.00'	15.00'
C27	100.00'	15.00'
C28	100.00'	15.00'
C29	100.00'	15.00'
C30	100.00'	15.00'
C31	100.00'	15.00'
C32	100.00'	15.00'
C33	100.00'	15.00'
C34	100.00'	15.00'
C35	100.00'	15.00'
C36	100.00'	15.00'
C37	100.00'	15.00'
C38	100.00'	15.00'
C39	100.00'	15.00'
C40	100.00'	15.00'
C41	100.00'	15.00'
C42	100.00'	15.00'
C43	100.00'	15.00'
C44	100.00'	15.00'
C45	100.00'	15.00'
C46	100.00'	15.00'
C47	100.00'	15.00'
C48	100.00'	15.00'
C49	100.00'	15.00'
C50	100.00'	15.00'
C51	100.00'	15.00'
C52	100.00'	15.00'
C53	100.00'	15.00'
C54	100.00'	15.00'
C55	100.00'	15.00'
C56	100.00'	15.00'
C57	100.00'	15.00'
C58	100.00'	15.00'
C59	100.00'	15.00'
C60	100.00'	15.00'
C61	100.00'	15.00'
C62	100.00'	15.00'
C63	100.00'	15.00'
C64	100.00'	15.00'
C65	100.00'	15.00'
C66	100.00'	15.00'
C67	100.00'	15.00'
C68	100.00'	15.00'
C69	100.00'	15.00'
C70	100.00'	15.00'
C71	100.00'	15.00'
C72	100.00'	15.00'
C73	100.00'	15.00'
C74	100.00'	15.00'
C75	100.00'	15.00'
C76	100.00'	15.00'
C77	100.00'	15.00'
C78	100.00'	15.00'
C79	100.00'	15.00'
C80	100.00'	15.00'
C81	100.00'	15.00'
C82	100.00'	15.00'
C83	100.00'	15.00'
C84	100.00'	15.00'
C85	100.00'	15.00'
C86	100.00'	15.00'
C87	100.00'	15.00'
C88	100.00'	15.00'
C89	100.00'	15.00'
C90	100.00'	15.00'
C91	100.00'	15.00'
C92	100.00'	15.00'
C93	100.00'	15.00'
C94	100.00'	15.00'
C95	100.00'	15.00'
C96	100.00'	15.00'
C97	100.00'	15.00'
C98	100.00'	15.00'
C99	100.00'	15.00'
C100	100.00'	15.00'

Line #	Stationing	Distance
L1	0+00.00	25.00'
L2	0+25.00	25.00'
L3	0+50.00	25.00'
L4	0+75.00	25.00'
L5	1+00.00	25.00'
L6	1+25.00	25.00'
L7	1+50.00	25.00'
L8	1+75.00	25.00'
L9	2+00.00	25.00'
L10	2+25.00	25.00'
L11	2+50.00	25.00'
L12	2+75.00	25.00'
L13	3+00.00	25.00'
L14	3+25.00	25.00'
L15	3+50.00	25.00'
L16	3+75.00	25.00'
L17	4+00.00	25.00'
L18	4+25.00	25.00'
L19	4+50.00	25.00'
L20	4+75.00	25.00'
L21	5+00.00	25.00'
L22	5+25.00	25.00'
L23	5+50.00	25.00'
L24	5+75.00	25.00'
L25	6+00.00	25.00'
L26	6+25.00	25.00'
L27	6+50.00	25.00'
L28	6+75.00	25.00'
L29	7+00.00	25.00'
L30	7+25.00	25.00'
L31	7+50.00	25.00'
L32	7+75.00	25.00'
L33	8+00.00	25.00'
L34	8+25.00	25.00'
L35	8+50.00	25.00'
L36	8+75.00	25.00'
L37	9+00.00	25.00'
L38	9+25.00	25.00'
L39	9+50.00	25.00'
L40	9+75.00	25.00'
L41	10+00.00	25.00'
L42	10+25.00	25.00'
L43	10+50.00	25.00'
L44	10+75.00	25.00'
L45	11+00.00	25.00'
L46	11+25.00	25.00'
L47	11+50.00	25.00'
L48	11+75.00	25.00'
L49	12+00.00	25.00'
L50	12+25.00	25.00'
L51	12+50.00	25.00'
L52	12+75.00	25.00'
L53	13+00.00	25.00'
L54	13+25.00	25.00'
L55	13+50.00	25.00'
L56	13+75.00	25.00'
L57	14+00.00	25.00'
L58	14+25.00	25.00'
L59	14+50.00	25.00'
L60	14+75.00	25.00'
L61	15+00.00	25.00'
L62	15+25.00	25.00'
L63	15+50.00	25.00'
L64	15+75.00	25.00'
L65	16+00.00	25.00'
L66	16+25.00	25.00'
L67	16+50.00	25.00'
L68	16+75.00	25.00'
L69	17+00.00	25.00'
L70	17+25.00	25.00'
L71	17+50.00	25.00'
L72	17+75.00	25.00'
L73	18+00.00	25.00'
L74	18+25.00	25.00'
L75	18+50.00	25.00'
L76	18+75.00	25.00'
L77	19+00.00	25.00'
L78	19+25.00	25.00'
L79	19+50.00	25.00'
L80	19+75.00	25.00'
L81	20+00.00	25.00'
L82	20+25.00	25.00'
L83	20+50.00	25.00'
L84	20+75.00	25.00'
L85	21+00.00	25.00'
L86	21+25.00	25.00'
L87	21+50.00	25.00'
L88	21+75.00	25.00'
L89	22+00.00	25.00'
L90	22+25.00	25.00'
L91	22+50.00	25.00'
L92	22+75.00	25.00'
L93	23+00.00	25.00'
L94	23+25.00	25.00'
L95	23+50.00	25.00'
L96	23+75.00	25.00'
L97	24+00.00	25.00'
L98	24+25.00	25.00'
L99	24+50.00	25.00'
L100	24+75.00	25.00'

Radius	Stationing
R1	0+00.00
R2	0+25.00
R3	0+50.00
R4	0+75.00
R5	1+00.00
R6	1+25.00
R7	1+50.00
R8	1+75.00
R9	2+00.00
R10	2+25.00
R11	2+50.00
R12	2+75.00
R13	3+00.00
R14	3+25.00
R15	3+50.00
R16	3+75.00
R17	4+00.00
R18	4+25.00
R19	4+50.00
R20	4+75.00
R21	5+00.00
R22	5+25.00
R23	5+50.00
R24	5+75.00
R25	6+00.00
R26	6+25.00
R27	6+50.00
R28	6+75.00
R29	7+00.00
R30	7+25.00
R31	7+50.00
R32	7+75.00
R33	8+00.00
R34	8+25.00
R35	8+50.00
R36	8+75.00
R37	9+00.00
R38	9+25.00
R39	9+50.00
R40	9+75.00
R41	10+00.00
R42	10+25.00
R43	10+50.00
R44	10+75.00
R45	11+00.00
R46	11+25.00
R47	11+50.00
R48	11+75.00
R49	12+00.00
R50	12+25.00
R51	12+50.00
R52	12+75.00
R53	13+00.00
R54	13+25.00
R55	13+50.00
R56	13+75.00
R57	14+00.00
R58	14+25.00
R59	14+50.00
R60	14+75.00
R61	15+00.00
R62	15+25.00
R63	15+50.00
R64	15+75.00
R65	16+00.00
R66	16+25.00
R67	16+50.00
R68	16+75.00
R69	17+00.00
R70	17+25.00
R71	17+50.00
R72	17+75.00
R73	18+00.00
R74	18+25.00
R75	18+50.00
R76	18+75.00
R77	19+00.00
R78	19+25.00
R79	19+50.00
R80	19+75.00
R81	20+00.00
R82	20+25.00
R83	20+50.00
R84	20+75.00
R85	21+00.00
R86	21+25.00
R87	21+50.00
R88	21+75.00
R89	22+00.00
R90	22+25.00
R91	22+50.00
R92	22+75.00
R93	23+00.00
R94	23+25.00
R95	23+50.00
R96	23+75.00
R97	24+00.00
R98	24+25.00
R99	24+50.00
R100	24+75.00



THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM THE CITY OF BILLINGS, MONTANA, AND IS BASED ON A MAGNETIC DECLINATION OF 11.15 DEGREES EAST. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING OF THIS SURVEY IS 11.15 DEGREES. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING OF THIS SURVEY IS 11.15 DEGREES. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING OF THIS SURVEY IS 11.15 DEGREES.

- FOUND SURVEY MONUMENT, AS NOTED
- SET 5/8" X 10" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- SET INTERSECTION MONUMENT, 5/8" X 10" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT." WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

RES 3760040
11/09/2015 11:13 AM Pages: 27 of 27 Fees: 199.00
Jeff Martin Clerk & Recorder, Yellowstone MT