

**SUBDIVISION IMPROVEMENTS AGREEMENT  
MONT VISTA SUBDIVISION, SECOND FILING**

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## SUBDIVISION IMPROVEMENTS AGREEMENT

### MONT VISTA SUBDIVISION, SECOND FILING

This agreement is made and entered into this 15<sup>th</sup> day of June, 2015, by and between *Mont Vista, LLC*, whose address for the purpose of this agreement is **2116 Broadwater Avenue, Suite 101, Billings, MT 59102**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

#### WITNESSETH:

**WHEREAS**, the plat of *Mont Vista Subdivision, Second Filing*, located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on 27<sup>th</sup> day of January, 2015, the Board of Planning recommended conditional approval of a preliminary plat of *Mont Vista Subdivision, Second Filing*; and

**WHEREAS**, at a regular meeting conducted on 23<sup>rd</sup> day of February, 2015, the City Council conditionally approved a preliminary plat of *Mont Vista Subdivision, Second Filing*; 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 *Mont Vista Subdivision, Second Filing* 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.

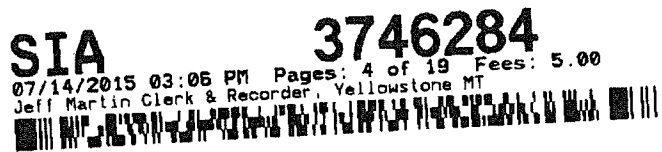
**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

**I. VARIANCES**

Subdivider requests no variances.

**II. CONDITIONS THAT RUN WITH THE LAND**

- A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. The City of Billings reserves the right to construct sidewalks not completed within three (3) years of final plat recording and to assess the adjacent property owners for the cost of the sidewalk construction.
- B. Lot owners should be aware that this subdivision is being built in close proximity to wildlife habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety. Any impacts associated with wildlife and damage arising therefrom is the responsibility of lot owners.
- C. A Geotechnical Report was prepared by Rawhide Engineering, Inc, dated March 2, 2015 for Mont Vista Subdivision, Second Filing. The report contains recommendations related to foundation construction for homes within the subdivision. Construction of homes within the subdivision shall comply with all recommendations of the report and/or any City of Billings approved modifications. This report is on file at the City of Billings Building Division.
- D. No water rights are transferred to the lot owners. The Cove Ditch exists along and near the north subdivision boundary is for the benefit of other properties. The Cove Ditch shall remain in place and shall not be altered by the Subdivider or subsequent owners without a written agreement from the Ditch Company.
- E. The Cove Ditch may overtop its banks and cause water to flow down the streets within the subdivision in large storm events. All lots shall be graded to direct stormwater run-off away from houses, to streets, side yard swales and other improved drainage ways. Window well elevations and other building perforations that are subject to infiltration of floodwater from streets or overtopping of the ditch shall be established at a minimum elevation necessary to protect them from said floodwater. Lots 8, 9, 10, 23, 24, 25, 37, 38, 48, 49, 56



& 57 of Block 4 of Mont Vista Subdivision, Second Filing shall be graded during home construction to allow any water overflowing the Cove ditch to pass around the homes and flow to the adjacent street without causing flood damage.

- F. 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 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.
- G. 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.
- H. 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 Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.
- I. Individual lot owners should be aware of the Minor Modification of Planned Development Agreement for Mont Vista, recorded under Document Number 3717274 at the Yellowstone County Clerk and Recorder's Office. The Planned Development Agreement contains provisions pertinent to land use, construction requirements, and parks and may be obtained from the Yellowstone County Office of Clerk and Recorder.

### III. TRANSPORTATION

#### A. Streets

All streets will be constructed to grade with satisfactory subgrade, base course, curb and gutter, sidewalks, and asphalt paving according to City of Billings site development ordinance, and Subdivision Regulations in place at the time of construction. Subdivider will enter into a private contract for the construction of all required improvements for those streets within or adjacent to the subdivision as follows:

- All roads interior to the subdivision will have 56-foot wide right-of-ways and 34-foot wide asphalt pavement sections measured from back of curb to back of curb.
- **54th Street West:** 54th Street West is designated as a Minor Arterial and is to be located within a 100-foot right-of-way, which conforms to right-of-way widths in adjacent subdivisions for 54th Street West. That portion of 54th Street West adjacent to the subdivision has been partially constructed. The existing street includes approximately 26 feet of asphalt.

With recordation of Mont Vista Subdivision, First Filing, the Subdivider previously provided cash-in-lieu contributions for the balance of constructing half of a residential street width with a satisfactory sub-base, base course, standard curb and gutter, sidewalk and tapers. The extent of previous contributions was for the length of 54<sup>th</sup> Street West, lying contiguous to the west boundary of Tract 1-A of Certificate of Survey 2054, Amended (COS 2054). This included a total length of approximately 832-feet. Said previous contributions were in the amount of \$60,000.

Prior to final plat approval, Subdivider will pay cash-in-lieu for a similar road section with this Second Filing along the balance of the 54<sup>th</sup> Street West road frontage. This will include a 455-foot segment of road lying contiguous to the west boundary of Tract 1-B of COS 2054. The cost for this contribution is calculated below.

$$\text{Second Filing Contribution} = \$60,000 \times (455' / 832') = \$32,800$$

- **Rimrock Road:** Rimrock Road is designated as a Major Arterial. The south half of the Rimrock Road right-of-way is 70-feet wide and adequate with no further right-of-way dedications from Mont Vista Subdivision, Second Filing. That portion of Rimrock Road adjacent to the subdivision has been



partially constructed; the existing street includes approximately 26 feet of asphalt. The Subdivider will provide a cash-in-lieu contribution, due prior to final plat approval for the balance of constructing half of a residential street width with a satisfactory sub-base, base course, standard curb and gutter, sidewalk and any necessary tapers on Rimrock Road along the frontage of Mont Vista Subdivision, Second Filing. Credit will be given for the existing portion of Rimrock Road already constructed. The cash-in-lieu contribution of \$49,440 is based on a cost estimate approved by the City Engineering Division, and includes engineering design and construction administration.

#### **B. Sidewalks**

All sidewalks interior and exterior to the subdivision shall be 5-feet wide and include minimum 5-foot boulevards. Sidewalks on internal streets shall be installed at the time of individual lot development, unless otherwise stated herein. Where required, Subdivider will install accessibility ramps concurrent with subdivision street improvements.

The Tulane Drive sidewalk adjacent to park land along the eastern boundary of the subdivision will be constructed concurrent with adjacent street improvements.

Sidewalks along the east side of 54<sup>th</sup> Street West adjacent to the subdivision will be constructed in the future, concurrent with 54<sup>th</sup> Street road improvements.

#### **C. Street Lighting**

No street lights are required at this time. However, the Subdivider shall install conduits at street crossings at the time of street and sidewalk construction to accommodate the future street light wiring. If future street lights are installed, a SILMD may be formed according to City of Billings requirements.

#### **D. Traffic Control Devices**

Subdivider will install traffic signs in accordance with construction drawings approved by the City of Billings Engineering Division.

In addition, the Subdivider shall make cash-in-lieu contributions toward the improvement costs associated with the future signalization of the intersection of



Rimrock Road and 54th Street West, and the intersection of Grand Avenue and 54th Street West. These contributions are based on the percentage of average daily traffic (ADT) contribution to each intersection multiplied by a proration factor of 78/252. The proration factor is determined as the number of residential lots platted in the Second Filing divided by the estimated total number of dwelling units in the overall Mont Vista Subdivision Master Plan area which was used for estimating ADT contributions at each intersection.

It is assumed that the signalization of each intersection will cost \$250,000.00. The subdivision is expected to contribute 3% of ADT to the intersection of Rimrock Road and 54th Street West and 6% of ADT to the intersection of Grand Avenue and 54th Street West. The associated cash contribution to the City of Billings are estimated as follows:

Rimrock Road and 54<sup>th</sup> Street West:  $\$250,000 \times 3.0\% \times 78/252 = \$2,321.43$

Grand Avenue and 54<sup>th</sup> Street West:  $\$250,000 \times 6.0\% \times 78/252 = \$4,642.86$

Total Contributions for future intersection signalization = \$6,964.29

#### **E. Access**

Permanent access to the Mont Vista Subdivision, Second Filing will be from one entry off of 54th Street West. A second, emergency access has been provided with the Mont Vista Subdivision, First Filing by constructing a temporary emergency access road from the Mont Vista and Amherst Drive intersection, north to Rimrock Road. The existing emergency access will be altered to provide access via Cornell Circle, which is to be constructed with Mont Vista Subdivision, Second Filing. The temporary emergency access road will be within a temporary easement across Lot 24 of Block 4. This easement will be abandoned with future creation of a second permanent access from 50th Street West when land adjacent to 50th Street West is developed. No homes shall be constructed on Lot 24, Block 4 until said easement is abandoned.

#### **F. Billings Area Bikeway and Trail Master Plan (BABTMP)**

Other than 54<sup>th</sup> Street West, no bikeways or trails are master planned within the area of the Second Filing. 54<sup>th</sup> Street West is planned for a future bike lane route.

### **G. Public Transit**

The subdivision does not require public transit accommodations at this time. The nearest current access to fixed route public transportation is City of Billings Route 2P stopping at St. John's Lutheran Ministries at 3940 Rimrock Road.

### **IV. EMERGENCY SERVICE**

The City will provide emergency service to the Mont Vista Subdivision. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500 feet. Appropriate turn-arounds will be located on any dead end street or fire apparatus access road in excess of 150 feet.

Permanent access and emergency access is provided to the subdivision as described in Section III.E above. The secondary emergency access road complies with the International Fire Code and Subdivision Regulations as adopted by the City of Billings. Design and construction of the road has been previously reviewed and approved by the Fire Department and Engineering Department. Any alterations to the emergency access road will be approved by the Fire Department and Engineering Department prior to construction. Maintenance of the emergency access road, the gate or other barriers, and signage shall be the responsibility of the Subdivider. The temporary emergency access road shall be completed prior to the issuance of any building permits for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.). The temporary emergency access will be eliminated when a permanent secondary access to the subdivision is provided to Rimrock Road via 50<sup>th</sup> Street West.

#### **Fire Protection During Construction**

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to 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 an 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 20' 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.

## V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the City of Billings Stormwater Management Manual (BSWMM) in place at the time of development.

Stormwater management for Mont Vista Subdivision, Second Filing includes two stormwater detention areas as described below:

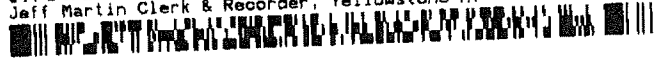
Stormwater Detention Area 1 includes a stormwater detention pond in the private park area on Lot 4 of Block 3. The pond was designed and constructed in accordance with the BSWMM and maintained by the Homeowners Association. The Declaration of Covenants and Restrictions for the development shall include a maintenance plan with the following items:

- Pond shall be mowed weekly during normal growing season.
- Special care shall be taken to prevent tree roots or other landscaping elements from interfering with boulder pit and boulder pit piping.
- Clippings shall be removed from the site to avoid clogging of inlets and/or boulder pit.

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- Inlet sumps shall be inspected a minimum of once a year and cleaned out as needed. Preferably this would include one inspection in the spring before heavy rains begin.
- Storm Drain Sediment Treatment Structure shall be maintained by the City of Billings.

The Homeowners Association has the right and responsibility to re-evaluate and amend the maintenance plan based on applicability of maintenance requirements over the life of the stormwater management system.

A perpetual stormwater easement over Lot 4 of Block 3 has been granted to the City of Billings. The easement will give the City the right to enter and maintain the stormwater management system in the event that the Homeowners Association fails to uphold their maintenance responsibilities. This easement does not relieve the Homeowners Association from their maintenance responsibilities.

Stormwater Detention Area 2 includes an area within the public park land shown as "Park" on the plat of Mont Vista Subdivision, First Filing. Design plans of this stormwater detention area shall be reviewed and approved by the City Parks Department through the Master Park Plan process as required by Planned Development Agreement.

The Subdivider will provide design information for stormwater management improvements within the park area. The Parks Department will incorporate the stormwater management design information into planning and construction of the Park in a way that does not interfere with the use of the park for recreation and other park uses. Design of stormwater improvement shall be approved by the City Parks Department, City Engineering Department and Subdivider prior to construction.

Stormwater Maintenance District: The City has the right to form a Stormwater Maintenance District to maintain stormwater detention facilities owned by the Home Owners Association (HOA) in the event that the HOA fails to maintain said facilities and the right to assess maintenance costs to the homeowners in the subdivision.

## 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 Subdivider 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.

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.

All power, telephone, gas, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineering Division.

## **VII. PARKS/OPEN SPACE**

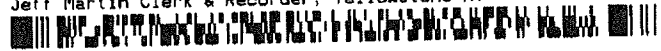
In accordance with the Planned Development Agreement, Billings Subdivision Regulations Article 23-1000 and MCA 76-3-621, for the purposes of Mont Vista Subdivision, Second Filing and all subsequent filings, park land requirements will be satisfied through a combination of park land dedication, in addition to set asides comprised of private parks and open space. These areas are depicted on the attached Mont Vista Subdivision Master Plan.

Mont Vista Subdivision, First Filing included a dedication of 1.5 acres of surplus area to be credited towards subsequent filings. This surplus area will be used to satisfy a portion of the park land requirements for Mont Vista Subdivision, Second Filing, along with designation of the Cove Ditch Area as Open Space.

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Park land requirements for Mont Vista Subdivision, Second Filing are summarized as follows:

Mont Vista Subdivision	Lot Area (Acres)	Required 11% Park Area (Acres)	<sup>1</sup> Provided Park Area (Acres)	<sup>2</sup> Surplus Park Area (Acres)
Second Filing	16.027	1.763	3.380	1.617

1. "Provided Park Area" include 1.500 acres of surplus area that was created with recordation of Mont Vista, Filing 1.
2. The "Surplus Park Area" provided by Mont Vista Subdivision, Second Filing will be applied as a credit toward future park land as required with Mont Vista Subdivision subsequent filings.

The Cove Ditch will remain undeveloped as Open Space. The "Park" area dedicated to The City with Mont Vista Subdivision, First Filing will be developed by the City Parks Department through implementation of a Special Improvement District. The Subdivider will contribute a maximum of \$15,000 toward development of a Master Park Plan in accordance with the provisions of the Planned Development Agreement.

### **VIII. IRRIGATION**

No water rights are transferred to the lot owners. Easements are provided on the plat to allow for perpetual maintenance of the Cove Ditch. Such easements have been previously created based on the ditch company's requested dimensions. Permanent structures or utilities will not be allowed within these easements unless approved by the ditch company.

A Storm Water Pollution Prevention Plan will be required for the proposed construction, and such plan will incorporate provisions for protection of the Cove Ditch from runoff, sediment, and chemical contamination.

**IX. SOILS/GEOTECHNICAL STUDY**

A Geotechnical Report was prepared by Rawhide Engineering, Inc, dated March 2, 2015 for Mont Vista Subdivision, Second Filing. The report contains recommendations related to foundation construction for homes within the subdivision. Construction of homes within the subdivision shall comply with all recommendations of the report and/or any City of Billings approved modifications. This report is on file at the City of Billings Building Division.

**X. FINANCIAL GUARANTEES**

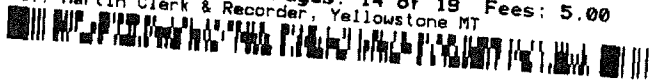
Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with 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.

**XI. 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.

Return to:  
KLJ - Attention Travis Copper, PE  
PO Box 80303  
Billings, MT 59108-0303

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**3746284**



- 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.





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:

*Mont Vista Subdivision, Second Filing*

Signed and dated this 18<sup>th</sup> day of May, 2015.

Mont Vista, LLC

By: [Signature]

It's: Member

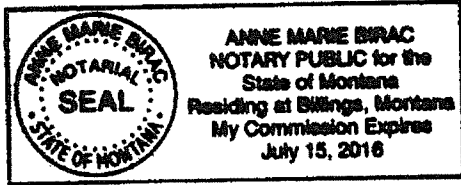
STATE OF MONTANA     )  
                                          : ss  
County of Yellowstone    )

On this 18<sup>th</sup> day of May, 2015, before me, a Notary Public in and for the State of Montana, personally appeared Tracy Haug, known to me to be the member of Mont Vista, LLC, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

Return to:  
KLJ - Attention Travis Copper, PE  
PO Box 80303  
Billings, MT 59108-0303

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



Notary Public in and for the State of Montana  
Printed Name: ANNE MARIE BIRAC  
Residing at: Billings, MT  
My commission expires: 7-15-16

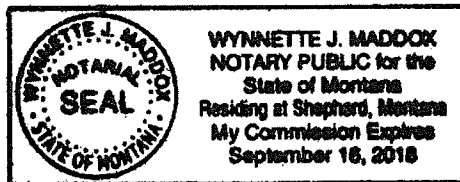
Thomas W. Hanel  
(City of Billings)

By: Thomas W. Hanel Title: Mayor

STATE OF MONTANA )  
) SS  
YELLOWSTONE COUNTY )

On this 15<sup>th</sup> day of June, 2015, before me a Notary Public within and for said County and State personally appeared Thomas W Hanel, known to me to be the person(s) described herein and who executed the above and foregoing instrument and acknowledged to me that they executed the same.

Wynnette J Maddox  
Printed Name  
wynnette J Maddox  
Notary Public for the State of Montana  
Residing at: Shepherd MT  
My Commission Expires, 9.16.2018



Return To:  
KLJ - Atty. Travis Coffey  
Po Box 80303  
Billings, MT  
59108-0303

RES 17  
NS

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR PART OF MONT VISTA SUBDIVISION, SECOND FILING

THE UNDERSIGNED, MONT VISTA, LLC, a Montana Limited Liability Company, TRACY A. HAAG as a Member, Owner of the following described real property, Developer of Mont Vista Subdivision, Second Filing, hereby declare these covenants and restrictions applicable to all of the following lots:

Lots 1 through 18,      Block 1  
Lots 1 through 60,    Block 4

All in MONT VISTA SUBDIVISION, Second 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, under Document No. 3746283.

The lots described above, and any Lots subsequently subjected to the provisions of this Declaration are referred to herein and in the Bylaws attached to this Declaration as "the Lot (s)".

These Covenants are placed upon the Lots for the benefit of the owners of all or any part of those lots, for the purpose of protecting the value and desirability of all of the Lots.

The covenants herein contained shall run with the land and shall be binding on the undersigned and all persons and parties claiming under them, their successors and assigns.

The Grantees of all or any part of any lot, by acceptance of a conveyance, covenant and agree faithfully to observe and abide by all of said subdivision covenants and restrictions, easements, assessments, charges and liens set forth herein.

Developer reserves the right for itself, in its sole discretion, to add additional subdivided Lots located upon Tracts 1A & 2A of Certificate of Survey 2054 Amended, Yellowstone County, Montana, to the provisions of this Declaration without the consent of any other owner, mortgagee, or trustee or beneficiary of any trust indenture. Mont Vista, LLC may add additional Lots to the provisions of this Declaration by executing and recording one or more amendments to this Declaration, subjecting the property to the provisions of this Declaration and designating any additional private parks or facilities benefitting all Lots to be maintained by the Association. All Lots added in this manner shall be bound by the terms of this Declaration, and any additional common property or facilities shall be maintained by the Association, pursuant to the terms of this Declaration.

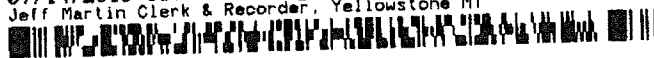
From and after the recording date of each such amendment, if any, the owners of any Lots thereby made subject to the provisions of this Declaration shall be bound by the provisions of this Declaration to the same extent as the Lots described above.

1. MEMBERSHIP IN OWNERS ASSOCIATION.

All Owners of the Lots and their heirs, successors and assigns shall be members of a Montana non-profit corporation, formed or about to be formed, known as "MONT VISTA HOMEOWNERS ASSOCIATION, herein called the Association".

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"Lot Owner", as used in this Declaration and the attached Bylaws, shall mean each person or entity, as shown by the records of the Yellowstone County Clerk and Recorder, owning all or any part of any of the Lots. If a Lot Owner has sold to a third person under the terms of an agreement for future delivery of title, and notice of such agreement is recorded with the Yellowstone County Clerk and Recorder, the purchaser shall be deemed to be the Lot Owner. A personal representative, conservator, or trustee shall be deemed to be the Lot Owner of any lot held by him or her in such capacity, whether or not the same shall have been transferred in to his or her name by a duly recorded conveyance.

Co-owners or joint owners of a lot shall be deemed to be one member for the purposes of voting and assessment.

The Association initially shall have the following two classes of membership:

- a. Class "A" Members. Class "A" Members shall be all owner of the lots, except the Developer.
- b. Class "D" Members. MONT VISTA, LLC, RIMROCK 54, LLC, HLL, LLC and all assignees of the development rights of either of them, if any, shall be the Class "D" Members of the Association. Upon sale of all of the Lots by the Class "D" Members, this class shall cease to exist and the only class of Members shall be the Class "A" Member.

One membership is appurtenant to and runs with each lot in Mont Vista Subdivision. A membership shall not be transferable except upon transfer of the lot to which it is appurtenant.

The affairs of Mont Vista Homeowners Association, Inc. shall be governed by its Bylaws, attached hereto as Exhibit "A".

## 2. PURPOSE OF THE ASSOCIATION.

The Association has been formed for the purpose of maintaining, repairing and replacing the improvements which benefit all of the Lots and which are not maintained by the City of Billings, including the following:

- a. Seasonal maintenance of the storm water detention system for drainage from the public streets into the interim and final detention ponds;
- b. Maintenance of private pedestrian walking trails and parks in Mont Vista Subdivision;
- c. Maintenance, repair and replacement of wells and pumps, if any, and waterlines and sprinklers used for landscaping irrigation in the private parks;
- d. Maintenance, repair and replacement of entry signs in the entry parks for the subdivision; and
- e. Maintenance and repair of fences or walls adjoining 54<sup>th</sup> Street and Rimrock Drive, if any.



f. O&M plan for the southwest pond:

- Pond shall be mowed weekly during normal growing season.
- Special care shall be taken to prevent tree roots or other landscaping elements from interfering with boulder pit and boulder pit piping.
- Clippings shall be removed from the site to avoid clogging of inlets and/or boulder pit.
- Inlet sumps shall be inspected a minimum of once a year and cleaned out as needed. Preferably this would include on inspection in the spring before heavy rains begin.
- Storm Drain Sediment Treatment Structure shall be maintained by the City of Billings.
- Maintenance and repair of fences on south and east side of pond.

The Association shall also own and maintain the Lots on which the final detention pond(s) which serves the subdivision is eventually located, and the private parks in the Subdivision, and shall have the right to enforce these Covenants and Restrictions.

3. ASSESSMENTS.

- a. Assessments. The Association, through its Board of Directors, shall establish and collect regular maintenance assessments from the owners of completed homes on the lots to pay for the Association's expenses for the maintenance and repairs described in Section 2 above, and for maintenance and repair of any other improvements serving all of the subdivision; and for
- i. Liability insurance insuring the Association and its members against liability resulting from the Association's maintenance of the above-described improvements ;
  - ii. For Officer's and Director's liability insurance;
  - iii. For administrative and legal expenses;
  - iv. For property taxes and liability insurance on the detention pond lot (s) and the park lots owned by the Association; and
  - v. For any other expenses which benefit Mont Vista Subdivision if authorized by 75% of the members entitled to vote.

All costs incurred by the Association shall be divided equally among the owners of each home on any of the Lots. However, no owner of a home shall be assessed by the Association until a certificate of occupancy has been issued or the home is completed. Assessments begin, and will be collected from each homeowner, at the time construction of a home on the owner's lot is completed or certificate of occupancy is issued.



The term "Home Owner" shall mean the owner of a completed residence; the term does not include owners of all or part of any of the Lots on which a residence has not been constructed, or on which a residence is under construction but not yet completed.

- b. Payment of Assessments. Assessments for each completed home shall be payable annually on the second day of January of each year unless the Board determines that a different payment schedule is needed. A prorated assessment for the year shall also be due and payable at the time construction of a new home is completed. Assessments paid more than 30 days after the date when due shall bear interest at the rate of 10% per annum from the due date until paid or at the highest rate of interest permitted by Montana law, whichever is less. All payments shall be applied first to interest and then to the earliest assessment due. Interest collected shall become part of the Association's account. All assessments collected by the Association may be commingled in a single fund. The Secretary-Treasurer of the Association shall maintain records showing the amounts of all assessments paid and unpaid by each Home Owner. Such records shall be available for inspection at all reasonable times by Home Owners or their representatives.
- c. Covenant to Pay Assessments. Each Owner of a completed home, by signing these Covenants or 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 a share of the costs lawfully assessed by the Association and to waive any right said Home Owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments.

Each Owner of a completed home and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of conveyance of any home, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee. The Secretary-Treasurer of the Association shall notify third parties, upon their request, of the amount of unpaid assessments on any home.

#### 4. CONSTRUCTION.

- a. Zoning. All buildings and other structures must comply with City of Billings zoning regulations, as amended from time to time.
- b. Building Height.
- |                                        |         |
|----------------------------------------|---------|
| One story structure:                   | 30 feet |
| Two story structure:                   | 33 feet |
| Split level and split entry structure: | 30 feet |
| Separate garage:                       | 18 feet |
| Accessory building:                    | 12 feet |
- c. Minimum Size. Any single story home erected on any of the lots shall have a ground floor area of not less than 1,100 square feet, exclusive of open porches and garages unless approved by the Architectural Control Committee. Any split level or tri-level residence erected on any of the lots shall have a ground floor area of not less than 1000 square



feet in the main structure within the perimeter of the exterior walls, inclusive of open porches and garages. Two-story residences shall have not less than 800 square feet on the ground floor, exclusive of open porches and garages. Minimum size of the garage shall be not less than 480 square feet, attached or unattached.

- d. Set Back Requirements. No building or structure shall be erected, placed, constructed or remodeled so as to be less than 20 feet from the front lot line, less than 5 feet from the side lot line or less than 20 feet from the rear lot line, except that corner lots shall have a 10 foot setback requirement from the side lot line contiguous to courts or roads. All setbacks must meet the minimum City of Billing requirements.
- e. Garages. Each residence shall have a two or three car enclosed, attached or unattached garage with garage doors no more than nine feet high. Garages which house more than three cars in width shall not be permitted.
- f. New Construction Only. All residences and other buildings and structures erected on any of the lots shall be of new construction and built with new or suitable reclaimed materials. No old buildings shall be moved upon any of the lots. No off-site manufactured residences, including, but not limited to modular homes, manufactured homes and mobile homes, are permitted on any of the Lots.
- g. Outbuildings. One outbuilding or storage shed may be constructed on each Lot. Outbuildings must be of new construction and built with new or reclaimed materials of like product to match the home. A new prefabricated storage shed is not permitted. The outbuilding shall be kept in a good state of repair and shall not be allowed to become rundown or an eyesore to the neighbors. No carports shall be permitted in Mont Vista Subdivision, Second Filing. No shed or outbuilding shall be constructed less than 35 feet from the front lot line. No outbuilding shall set forward of the front of the home.
- h. Speed of Construction. Any structure erected on any of the lots shall be fully enclosed, sided and shingled, within one hundred eighty days after equipment and/or materials to be used in construction have been moved onto the location, and all construction shall be pursued with reasonable diligence, not to exceed one year. No excavations, shall be permitted on any of the lots until such time as the actual construction of the building is to begin, except that the owners test for subsoil conditions, provided that such test sites are replaced to their original condition. The provisions of this sub-section do not apply to Mont Vista, LLC.
- i. Utility Lines. All utility lines and pipes shall be placed underground; no overhead lines shall be permitted.
- j. Exterior of Structure. All structures shall have an exterior surface of natural wood, synthetic wood, stone, brick, stucco or a combination thereof. Other materials may be used for exterior walls provided that such materials are designed and located in harmony with the surrounding structures and natural land features. All structures shall be



sided with conventional siding, and no asbestos siding, siding of an asphalt composition, vinyl siding, T-111, or steel siding may be used except metal for soffit and fascia, unless on an approved basis of the architectural committee. Color schemes must be earth tones for all structures and natural land features. Natural rock or brick, cultured stone or cultured brick may be used on exterior wall surfaces. Masonry block construction is not allowed.

- k. Fences. All home perimeter fences shall be erected of steel or vinyl except lot lines adjacent to arterial streets. No other materials will be allowed. Fences shall be maintained so they will not be unsightly or detrimental in appearance. No chain link will be allowed. Masonry walls may be used to construct along lots common to 54<sup>th</sup> Street and Rimrock Drive. Colors and materials must be approved by the Architectural Control Committee.
  - l. Height of Fences and Hedges. Fences, hedges, or other structures, when placed between the principal residence and the front or side Lot line shall not exceed six feet in height from the finished grade. All fences and other structures will not be allowed in the front yards, or any area between the front of the house and the street the house is facing and may be of steel or vinyl.
  - m. Lighting. A yard light must be installed within ten feet from the front lot line. The yard light shall be a minimum of seven feet from ground level. It shall be connected to a photocell, which will turn the light on at dusk and off at dawn. The maintenance of this light shall be the responsibility of the homeowner.
  - n. Landscaping. Lot owners shall plant, maintain, and, in case of death or destruction, replace one Linden tree in the front yard of any lot within one year after each residence is occupied. Each tree shall be at least 6-feet in height. In addition, a lawn or other form of permanent landscape must be installed and maintained within six months after a residence is first occupied. These Landscaping requirements may be waived by the Architectural Control Committee, in its discretion. All waivers must be in writing and must be obtained before planting.
  - o. Drainage. There shall be no interference with the established draining pattern over any lot as to affect any other lot, unless an adequate alternative provision is made for proper draining. For the purpose hereof, "established drainage" is defined as the drainage, which exists at the time the lot, is conveyed to an owner or a participating builder.
  - p. Weeds. All weeds or other noxious growths shall be abated or eradicated on all Lots.
5. RESTRICTIONS ON USE.
- a. Primary Use. The primary use of each of the lots shall be for only residential purposes.
  - b. Occupancy. No living quarters shall be occupied prior to issuance of a certificate of occupancy by the City of Billings. No trailer, tent, garage,



or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure, of whatsoever nature, of a temporary character, be used as a residence.

- c. Quiet Hours. Noise limitations shall comply the City of Billings Ordinances. Quite enjoyment hours shall be the following:

Summer Hours- 7:00 PM - 7:00 AM

Winter Hours- 6:00 PM - 7:00 AM

- d. Unlawful Activities and Nuisances. No unlawful activity shall be permitted on any of the lots, nor shall anything be done thereon which may become a nuisance to the neighbors.

- e. Parking. Motor homes may be temporarily parked on streets or driveways, for periods not exceeding seven consecutive days or thirty total days in any calendar year.

No abandoned, junked, inoperable or wrecked vehicles, motorhomes, boats, RVs, ATVs, UTVs, snowmobiles or other cargo trailers shall be stored outside on any of the lots for a period greater than 7 days.

No inoperable or unlicensed vehicle shall be parked outside on any of the lots or on any public street in Mont Vista Subdivision, for a period of more than twenty-four hours. No overhauling or major repair of vehicles is allowed in Mont Vista Subdivision.

- f. Animals. No swine, goats, sheep, cows, horses, livestock and/or poultry of any nature shall be kept or permitted on any of the Lots. Pets are permitted on a Lot only if kept under the owner's control at all times. Owners shall be responsible for promptly cleaning up after their pets and for payment for any damage caused by their pets.

- g. Trash. No junk, trash, debris, organic or inorganic waste shall be permitted to accumulate on any of the lots or in any street in Mont Vista Subdivision, Second Filing; all junk shall be promptly and effectively disposed of, and no lot shall be used as a dumping ground or burial pit. Garbage containers shall be concealed from view by fences, hedges or other means, except on collection day.

- h. Signs. No signs, billboards, posters, or advertising of any kind or character shall be erected or displayed upon any of the lots, excepting subdivision promotion signs, signs displayed to identify the occupants of a dwelling, Realtors' signs, for sale signs, temporary campaign or ballot initiative posters, and contractors' construction signs.

- i. Clothes Lines. No clothes lines, wires or devices for hanging clothes shall be erected in the front or side of any home.

- j. Satellite Dishes. No television or satellite dishes shall be permitted on any lot unless the dish is no larger than one meter in diameter and placed in an inconspicuous location on the lot. These satellite dish requirements may be waived by the Architectural Control Committee, in its discretion. All waivers must be in writing and must be obtained



before installing the satellite dish. No projections of any type (excluding satellite or high speed internet) shall be placed or permitted to remain above the roof of any building within the development.

- k. Utility Cables. All utility cables and wires shall be installed underground and no radio, short wave, CB, TV antennas or any other tower shall be erected on the lot.
- l. Maintenance. All lot owners shall be obligated to maintain their homes, garages, outbuildings and yards so that they are clean, tidy and in good repair. Lot owners shall not permit peeling paint, broken sidewalks or driveways, broken shingles, or any other unsightly condition on their property. Lawns must be kept mowed and dead or dying trees and shrubs must be removed so that all properties in Mont Vista Subdivision, Second Filing, reflect a high pride of ownership.
- m. Rental. The rental of a portion of a residence or garage shall not be permitted. Rental of the entire residential structure is permitted.

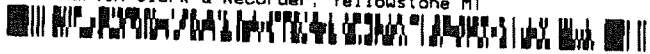
#### 6. DISCLOSURE.

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 and drains shall remain in place and shall not be altered by the Lot Owners.

#### 7. ARCHITECTURAL CONTROL COMMITTEE.

Mont Vista, LLC shall appoint an Architectural Control Committee to review plans and specifications for homes and other improvements to the lots for compliance with the provisions of this Declaration. The Architectural Control Committee shall be composed of three individuals, all residents of Billings. The majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the Committee, Mont Vista, LLC shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

No construction or improvements, or alterations affecting the external appearance of any existing buildings, and no secondary buildings, fences, walls, or similar improvements shall be made, erected, altered, or placed, or permitted to remain upon any lot until a site plan and specifications showing the design, location, material, and color shall have been submitted to the Architectural Control Committee and approved in writing by the Committee for conformance with the provisions of this Declaration. In the event the Committee fails to approve or disapprove such design, location, construction, and materials within 30 days after the detailed site plan and specifications have been submitted to it, the plans shall be deemed to have been approved. Owners shall not begin construction or modification until the plans, specifications, and proposals have been approved by the Committee. Any deviation from an approved plan which in the judgment of the Committee violates the provisions of this



Declaration shall be corrected to conform to the plan as submitted.

8. ENFORCEMENT.

- a. Right to Enforce. The Association, the Architectural Review Committee, and each and every one of the Home Owners shall have the right to enforce these covenants and any and all amendments thereto by civil action, including the right to injunctive relief, prohibitive or mandatory, to prevent the breach or enforce the observance of the covenants set forth above or hereafter imposed, and for damages, it being presumed that some damage would be occasioned, by reason of the failure of any Home Owner or Owners to comply with these covenants.
- b. Remedies for Non-Payment of Assessments. All unpaid sums assessed by the Association for any completed home, together with interest, collection costs, costs of suit or arbitration, and reasonable attorney fees, shall constitute a lien on the home and the Lot on which it is located, and if filed of record, the lien may be foreclosed in the same manner as a construction lien. Each assessment, together with interest, collection costs, costs of suit, and reasonable attorney fees shall also be the personal obligation of the owners of the home against which the assessment was made at the time the assessment fell due. Furthermore, suit to recover a money judgment for unpaid assessments may be maintained by the Association against a non-paying homeowner without foreclosing or waiving the lien securing the same.
- c. Costs and Attorney Fees. 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 Home Owners, and may be added to the next regular assessment for that home. No sale or transfer of a home shall relieve the grantee or transferee from liability for past due assessments or from the lien thereof. All rights, remedies and privileges granted to the Association or the Home Owners pursuant to the terms hereof shall be deemed to be cumulative.

The losing party in any action, lawsuit, or arbitration proceeding brought to enforce this Declaration shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the action, lawsuit, or arbitration proceeding.

9. AMENDMENT.

Any provision herein may be amended or revoked in whole or in part and additional provisions added at any time by a written amendment recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, duly signed and acknowledged by the owners of record of not less than 75% of the lots subject to this Declaration. Notwithstanding the foregoing, so long as Mont Vista, LLC owns any Lot subject to this Declaration, then the consent of Mont Vista, LLC shall be required before these Covenants may be altered or amended, or new covenants are added; such consent shall be



considered in the calculation and determination of the 75% minimum consent requirement.

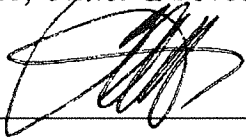
Mont Vista, LLC shall also have the right to amend these Covenants and the attached Bylaws without consent of any other owner, or any Lender, and to add additional improvements to the Lots subject to this Declaration, to be maintained by all homeowners.

10. MISCELLANEOUS.

- a. Severability. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- b. Covenants Run With The Land. The covenants herein set forth shall run with the land and bind the undersigned lot owner and its devisees, trustees, successors and assigns; the undersigned lot owner and any and all parties claiming by, through, or under it shall be taken co hold, agree, and covenant with the owners of all of the lots, their heirs, devisees, trustees, successors and assigns, and with each of the owners of said lots, to conform to and observe said Covenants.
- c. Waiver. The failure of any lot owner, or the Association, to enforce these Covenants at the time of any violation thereof shall not be construed as a waiver of the right to do so

DATED this 30<sup>th</sup> day of June, 2015.

MONT VISTA, LLC, Owner & Developer

By: 

Tracy A. Haag, Member

STATE OF MONTANA     )  
                                          : ss.  
County of Yellowstone    )

This instrument was acknowledged before me on June 30<sup>th</sup>,  
2015 by TRACY A. HAAG, a Member of MONT VISTA, LLC, Owner &  
Developer.



STATE OF MONTANA )  
 : Ss.  
County of Yellowstone )

On this 30th day of June, 2015, before me, a Notary Public in and for the State of Montana personally appeared Tracy Haag known to me to be a Member of Mont Vista, LLC, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

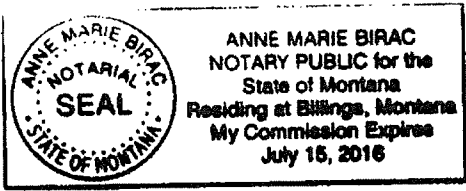
Anne Marie Birac

Notary Public in and for the State of Montana

Printed Name: Anne Birac

Residing at: Billings, MT

My commission expires: 7-15-16





BYLAWS OF MONT VISTA  
HOMEOWNERS ASSOCIATION, INC.  
(a non-profit corporation)

EXHIBIT A

The Board of Directors of Mont Vista Homeowners Association, Inc., a Montana non-profit corporation, hereafter referred to as "this Association", hereby adopts the following Bylaws:

OFFICES

1. Principal Office. The principal office of this Association is situated at 2680 Overland Avenue, Suite F, Billings, Montana 59102, the Board of Directors may change the location of the principal office.

MEETINGS OF MEMBERS

2. Annual Meeting. The annual meeting of the members for election of Directors, approval of an annual budget, and the transaction of such other business as may properly come before them shall be held in Billings, Montana, at the location set forth in the Notice of Meeting. The annual meeting shall be held in November of each year at a time and a date to be determined by the Board of Directors.

3. Notice of Annual Meeting. The Secretary-Treasurer of this Association shall give written notice stating the place, day and hour of the meeting by delivering the same not less than ten days prior to the date of the meeting, if notice is personally delivered, or not less than 30 days, nor more than 50 days before the date of the meeting, if notice is delivered by mail, to each member of record entitled to vote at such meeting. The notice shall be deemed delivered when deposited in the United States mail addressed to the member at the member's address as it appears on records of this Association with postage prepaid thereon.

4. Special Meeting. Special meetings of the Members may be called by the Board of Directors or by not less than 40% of all the members entitled to vote at the meeting. Notice of said special meeting shall be given in the same manner as notice for the annual meeting as outlined in Section 3 above; provided, that the notice, in addition to all other requirements, must state the purpose or purposes for which the meeting is called. No business other than that specified in the Notice of Meeting shall be transacted at any such special meeting.

5. Quorum of Members. A one-third of the Members in each class entitled to vote and represented in person or by proxy shall constitute a quorum at a meeting of Members. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If a quorum is present, the affirmative vote of the majority of members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless the vote of a greater number is required by the Articles of Incorporation or these Bylaws.

If a meeting cannot be organized because a quorum is not present, those present may adjourn the meeting from time to time until a quorum is present at which time



any business may be transacted that could have been transacted at the meeting as originally called.

6. Voting. Membership shall be determined as of the date the Notice of Meeting is mailed. Each Class "D" Member shall have one equal vote per Lot for each Lot owned by it. Class "A" Members shall have one equal vote per Lot for each Lot owned by the Member. For voting purposes, co-owners of a single lot shall be considered to be a single member, with one vote for that lot. A member may vote either in person or by proxy properly executed.

7. Proxies. Every proxy must be dated and signed by the member and given to the Secretary-Treasurer before or at the time of the meeting. No proxy shall be valid after the expiration of 11 months from the date of its execution. Every proxy shall be revocable by the member executing it.

8. Order of Business. The order of business at all meetings of the members shall be as follows:

- a. Proof of notice of meeting or waiver of notice.
- b. Reading of minutes of preceding meeting.
- c. Reports.
- d. Business.

9. Informal Action. Resolutions required or permitted to be approved by members may be approved without a meeting of members if the written resolution is signed by at least 51% of the members entitled to vote, and filed with the corporate records.

#### BOARD OF DIRECTORS

10. Number of Directors. This Association shall be governed by a board of five Members. The Directors shall be elected by class vote so long as there are two classes of membership. Until initial sale of all Lots by Developer, Class "A" Members shall elect two Directors and Class "D" Members shall elect three Directors. After sale of all Lots by Developer, all Directors shall be elected by the Class "A" Members.

11. Election and Term of Office. The Directors shall be elected at the annual meetings of the Association. Two directors shall be elected by the Class "A" Members at the first annual meeting of the Association for a one year term, and three Directors shall be elected for a two year term of office by the Class "D" Membership. Thereafter, the term of office of each Director shall be for two years. If a quorum cannot be obtained for an annual meeting, the existing Directors shall continue to serve until the next annual or special meeting is held and new Directors are elected, or as an alternative, the existing Directors may contact members to determine who is willing to serve as a Director, and deliver a written ballot to all Members of the Class entitled to vote. The ballot shall contain the names of all owners willing to serve for the term (s) to be filled. A Director may be re-elected to successive terms.

12. Nomination and Election. Candidates for Directors shall be nominated from the floor at each annual meeting. Each Member of a class shall be entitled to one vote per lot owned for each vacancy in the Board of Directors to be elected by that class; cumulative voting shall not be permitted. The candidates receiving the largest



number of votes from the members entitled to vote shall serve as Directors for the following term.

13. Initial Directors. Until the first annual meeting, DAVID DORN, PRESTON LEES and TRACY HAAG shall serve as Directors and Officers.

14. Powers and Duties of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of this Association, including the following:

- a. To determine when and what maintenance is needed for the improvements described in the original Declaration of Covenants for Mont Vista Subdivision, or its subsequent amendments and such other maintenance as may be authorized by vote of 75% of the Members entitled to vote .
- b. To levy and collect regular assessments and special assessments for the purposes set forth in the Declaration of Covenants for Mont Vista Subdivision.
- c. To prepare an annual budget and obtain contractors' bids for repair and maintenance of the improvements described in the Declaration of Covenants for Mont Vista Subdivision.
- d. To take appropriate legal action to collect delinquent assessments, to file a lien against any home having delinquent assessments, and to levy approved late fees and interest.
- e. To enter into and carry out contracts as necessary to its duties herein.
- f. To establish into and carry out contracts as necessary to its duties herein.
- g. To establish a bank account for this Association and to keep records in accordance with common accounting procedures.
- h. To elect and remove officers of this Association and to employ and pay a Secretary-Treasurer.
- i. To enforce the provisions of the Declaration of Covenants for Mont Vista Subdivision and these Bylaws by appropriate action.
- j. To send written notice of any change in the regular assessments and written notice of any special assessment to each owner at least 30 days before its due date
- k. To adopt a schedule of late payment fees, with consent of 75% of the members entitled to vote.
- l. To procure and maintain insurance required or authorized to be purchased by the Association.
- m. To pay all debts of the Association.
- n. To file annual corporate reports with the Montana Secretary of State and to pay the required fee.



- o. To prepare income tax returns for the Association, if required by state or federal law, and to pay all taxes owed.
- p. To provide any notices required by these Bylaws.
- q. In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association or to an independent contractor or agent.
- r. To supervise all officers, agents, and employees of the Association to ensure that they properly perform their duties.

15. **Resignation and Removal of Directors.** Any Director may be removed from office by the majority vote of the unit owners of the class electing the Director. In the event of resignation or removal of a Director, the vacancy shall be filled at a special meeting of the Members of the class which elect that Director, or by written ballot circulated among the Members of that class, in the manner provided for the election of Directors, with the person so elected serving the balance of the unexpired term.

16. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each calendar year. Notice of such regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, facsimile or e-mail, at least three days prior to the date of such meeting. If notice is given by e-mail, the Association shall maintain a record of all e-mails sent.

17. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on ten days' notice to each Director, given personally or by mail, telephone, facsimile or e-mail, which notice shall state the time, date, place and purpose of the meeting.

18. **Quorum.** A quorum of the Board for transaction of business at any meeting shall be a majority of the Directors.

19. **Proxies.** Only Directors will be allowed an official vote at Directors' meetings. No Director may authorize another person to act on the Director's behalf at Directors' Meetings.

20. **Telephone Meetings.** Directors may have telephone meetings so long as all Directors are present or are given the opportunity to be present, and so long as each Director is able to speak to and be heard by the others.

#### OFFICERS

21. **Designation.** The officers of this Association shall be a President, a Vice-President and a Secretary-Treasurer.

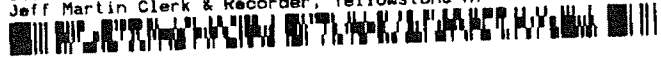
22. **Election and Term of Officers.** The officers shall be elected by the Board of Directors, and shall continue in office at the pleasure of the Board. The Board may elect themselves as Officers. The President and Vice President shall be members of this Association; the Secretary-Treasurer need not be a member of this Association.

23. **Payment of Officers.** The President and Vice-President shall serve without salary; the Secretary-Treasurer may be paid a reasonable salary, as determined by the

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Jeff Martin Clerk & Recorder, Yellowstone MT



Board.

24. Removal of Officers. Any officer may be removed at any time by vote of a majority of the Directors then in office.

25. Filling Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors.

26. President. The President shall be the chief executive officer of this Association and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the affairs of this Association. The President shall preside at all meetings of the Board of Directors and of the members.

27. Vice-President. In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to, all the restrictions upon the President.

28. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of every meeting held and conduct such correspondence as the Board deems necessary. The Secretary-Treasurer shall have the care and custody of and be responsible for all funds and securities of this Association and shall deposit such funds and securities in the name of this Association in such bank or other depository as the Board of Directors may designate. The Secretary-Treasurer shall have authority to pay out and dispose of all orders for payment of money under the direction of the President or the Board of Directors. The Secretary-Treasurer shall keep accurate books of account of all its business and transactions and shall at all reasonable hours, with reasonable advance notice, exhibit books and accounts to any Director or Member of this Association. The records of the Association shall be kept at the principal office of the Association. The Secretary-Treasurer shall provide a copy of any corporate documents to a member upon request; the cost of copying shall be paid by the requesting member. The Secretary-Treasurer shall render a report of the condition of the finances of this Association at each regular meeting of the Board of Directors and regular meeting of members, and shall perform all duties incident to the office of Secretary-Treasurer.

#### CONTRACTS, CHECKS, DEPOSITS AND FUNDS

29. Contracts and Instruments. The President or Vice-President shall sign all contracts and instruments on behalf of this Association, after authorization has been granted and approval obtained from a majority of the Board of Directors.

30. Checks and Drafts. All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness, issued in the name of or payable to this Association, shall be signed or endorsed by any two of the officers of the Association.

31. Depository. All funds of this Association shall be deposited from time to time to the credit of this Association in such banks, or other depositories as the Board of Directors may select.

#### MISCELLANEOUS PROVISIONS

32. Waiver of Notice. Whenever any notice is required to be given under the provisions of law or under the provisions of the Articles of Incorporation or the Bylaws of this Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed

equivalent to the giving of such notice.


33. Amendment of Bylaws. The provisions of these Bylaws may be altered or amended by affirmative vote of 75 of the member s entitled to vote in Class "A" and 75% of the Member s entitled to vote in Class "D".

34. Expulsion of Members. Members may not be expelled from this Association and their voting rights cannot be canceled so long as the Member owns any of the Lots. No member may withdraw from this Association so long as that member owns a lot.

35. Reimbursement of Costs and Expenses. All Officers and Directors shall be reimbursed their costs and expenses directly incurred in work performed in furthering the purposes of this Association.

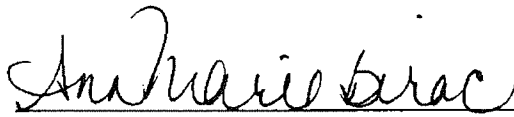
36. Dissolution. This Association may be dissolved only if maintenance and repair of all of the subdivision improvements and ownership of the detention pond lot and entry park lots is assumed by some other entity. In the event of dissolution of this Association, the funds of this Association shall be divided equally among its members, after all payments of debts of this Association.

BYLAWS DATED June 30<sup>th</sup>, 2015.

  
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TRACY A. HAAG, DIRECTOR  
DEM

STATE OF MONTANA     )  
                                  : ss.  
County of Yellowstone    )

On this 30<sup>th</sup> day of June, 2015, before me, a Notary Public in and for the State of Montana personally appeared Tracy Haag known to me to be a Member of Mont Vista, LLC, who executed the foregoing instrument and acknowledged to me that he/she executed the same.     \*DIRECTOR

  
\_\_\_\_\_

Notary Public in and for the State of Montana

Printed Name: Anne Birac

Residing at: Billings, MT

My commission expires: 7-15-16

