

Return to  
Mountain View Meadows, LLC  
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Helena, MT 59601

# The Condos at Mountain View Meadows Homeowners' Association

## Declaration of Covenants, Conditions and Restrictions

September 24, 2020

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Amy Reeves Clerk & Recorder, Lewis & Clark MT



**THE CONDOS AT MOUNTAIN VIEW MEADOWS  
HOMEOWNERS' ASSOCIATION DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) is made and entered this 2<sup>nd</sup> of October, 2020, by Mountain View Meadows LLC, successor to R & D Partners, LLC, a Montana limited liability company (hereinafter referred to as "Declarant).

WHEREAS, Declarant is the owner of the real property known as Mountain View Meadows, a subdivision located in Lewis and Clark County; and

WHEREAS, Declarant desires to create several condominium neighborhoods on the Mountain View Meadows property consistent with smart growth initiatives; and

WHEREAS, the Townhomes at Craftsman Village Homeowners' Association, Inc. has been changed to The Condos at Mountain View Meadows Homeowners' Association, Inc.; and

WHEREAS, these Declarations of Covenants, Conditions and Restrictions supersede any Covenants previously filed for record with the County Clerk and Recorder, Lewis and Clark County including but not limited to:

The Condominiums at Craftsman Village Owners Association on September 19, 2014  
File Number 3263120 B: M48 P: 9818 COV consisting of all pages in its entirety.

The Condominiums at Craftsman Village Owners Association on February 28, 2011  
File Number 3201684: Bk-M43 Pg-33,

THEREFORE, Declarant hereby declares that all current and future condominium property located within the Mountain View Meadows subdivision property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions and this Declaration shall bind all the Owners, Declarant, grantees, heirs, successors and assigns of the Owners and the future Owners of any condominium property at Mountain View Meadows unless and until amended or superseded.

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## ARTICLE 1. DEFINITIONS

The following terms are defined for purposes of the Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation.

- 1.1. **“Accessory Building”** refers to a structure not occupied as a Condominium Unit, such as a garage, barn, workshop, or shed, detached from a Condominium Building and used for purposes which are incidental and subordinate to residential or permitted commercial uses, but not occupied for living purposes.
- 1.2. **“Articles of Incorporation”** are the Articles of Incorporation of the Condos at Mountain View Meadows Homeowners’ Association, Inc.
- 1.3. **“Association” or “Owners’ Association” or “Homeowners’ Association”** means all of the unit owners acting as a group and in accordance with duly adopted Bylaws of The Condominiums at Mountain View Meadows Homeowners’ Association, Inc., a non-profit corporation, its successors and assigns and this Declaration.
- 1.4. **“Board” or “Board of Directors”** means the Board of Directors of the Association as more particularly defined in the Bylaws.
- 1.5. **“Clutter”** means, but is not limited to, any objects, materials, equipment, lawn ornaments, lawn furniture, play equipment, furniture and the like permitted to remain unattended or not in use in, on, or upon any Common Element including in landscaping and landscaped areas.
- 1.6. **“Common Areas”** means areas accessible to Condominium Unit Owners, their families and guests in accordance with Common Elements; that is, that some Common Areas may be designated by the Declarant, the Design Review Committee, or the Association as Limited or Exclusive Use Common Areas for the use by fewer than all Condominium Unit Owners.
- 1.7. **“Common Elements”** means both General Common Elements and Limited Common Elements.
  - a. **“General Common Elements”** means foundations, columns, girders, beams, supports, main walls, roofs (and attics), entrances, and exits of the building; private roads; installations of central services such as power, light, gas, hot and cold water, and waste disposal; parking spaces not designated for the use of a particular unit; and in general, apparatus and installations existing for common use and all other elements of the property necessary or convenient to its existence, maintenance, and safety or normally in common use.
  - b. **“Limited Common Elements”** are those Common Elements reserved for the use of fewer than all of the residents of the Condominium.
- 1.8. **“Common Expenses”** means expenses of administration, maintenance, repair, or replacement of Common Elements, agreed upon by the Association Board of Directors and expenses declared common by §§ 70-23-610 and 70-23-612, MCA.
- 1.9. **“Condominium Unit” or “Unit”** means the separate residential unit alone or within a building, the boundaries of each of the Unit with respect to the floor, ceilings, walls, doors and windows as follows (if applicable):
  - i. Floors: The upper surface of the sub-flooring.
  - ii. Ceilings: The plane of the lower surface of the ceiling joists or rafters of such Unit.
  - iii. Walls: The plane of the interior surface of the wall studs facing such Unit, or, if there are no wall studs, the plane of the interior surface of masonry walls.
  - iv. Doors: The exterior finished surface of the doors; the entirety of sliding glass doors in Units which have them.
  - v. Windows: The exterior surface of the glass and the exterior frame of the windows. With respect to windows and doors leading from Units, any replacement of a window or component of the window or such door or component of the door by the Unit Owner shall be with a window, door or

component approved by the Association, the purpose being to assure uniformity of appearance and function. Notwithstanding that the windows and such doors are part of the Unit, the Association shall have the authority and power to replace windows or such doors in all or a substantial number of Units as part of a window or door replacement project, the cost of which shall be a common expense. Notwithstanding the boundaries for Units set forth above, if any interior bearing wall is wholly or partially located within the boundaries of a Unit established by the walls, floors, and ceiling of such Unit as described above, the structural components of such interior bearing wall shall be a common element of the Condominium and shall not be part of the Unit, but the plaster, wall board, paneling, or any other finish treatment of such interior wall shall be part of the Unit.

- vi. For Units which consist of more than one floor, the boundaries for floors shall be the floor on the lowest floor as defined above in the Units; and the boundaries for ceilings shall be the ceiling, as defined above, of the uppermost floor contained in the Units.
- vii. Included within each Unit are the windows (including all glass panes) and those doors which open from a Unit (but not including the exterior surface of such doors except glass doors), and the portions of the trim and framing of such windows and doors appurtenant to such windows and doors (but not including the exterior surfaces of the trim and framing of such windows and doors). Included as a part of each Unit are those installations, equipment, and apparatuses, located outside the above described boundaries of a Unit, which serve exclusively such Unit, including, but not limited to, air conditioner, compressor, heat pump, hot water heater, gas meter, electric meter, water meter, and the wiring, piping, ducts, and other elements appurtenant to the same.
- viii. Each unit also includes an attached garage.

- 1.10. **“Declaration”** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, including lawful amendments.
- 1.11. **“Declarant”** is Mountain View Meadows, LLC,; the Developer of the Property.
- 1.12. **“Design Review Committee” or “DRC” or “Architectural Review Committee” or “ARC”** means one or more individuals appointed or engaged by the Condos at Mountain View Meadows Homeowners’ Association Board of Directors that set forth procedures for review of plans and elevations for buildings, structures and other development of Property.
- 1.13. **“Design Standards” or “Architectural Design Standards”** shall mean and refer to the design criteria which may from time to time be adopted by the Design Review Committee to establish and protect the architectural and aesthetic integrity of Property
- 1.14. **“Decoration”** means any object, light, flag, banner, plant, planter, vase, ornament, artwork or device situated or placed within or upon any Common Element for the purposes of, but not limited to, the decoration, adornment, embellishment, ornamentation, augmentation or enjoyment of any Common Element.
- 1.15. **“Exclusive Common Elements”** are those Limited Common Elements reserved for the use of an individual unit owner.
- 1.16. **“Junk Area”** means the use of any portion of the Property for the storage of junk, including but not limited to garbage, inoperable vehicles or equipment or scrap materials.
- 1.17. **“Mortgage”** shall mean and refer to a mortgage, trust, indenture, deed of trust, or any other security arrangement encumbering a Condominium Unit, including a contract for deed.
- 1.18. **“Owner” or “Unit Owner”** means the person, partnership, limited liability company or corporation (including the Declarant) owning a condominium unit in fee simple absolute or in any

real estate tenancy recognized under the laws of Montana, including a contract purchaser if a notice of purchaser's interest is recorded with the Lewis and Clark County Clerk and Recorder.

- 1.19. **"Phase"** means the various stages of development of the Property as indicated on the plat.
- 1.20. **"Private Roadways"** refers to those roadways built by the Developer maintained by the Association.
- 1.21. **"Property"** shall mean and refer to real property described in Exhibit A attached hereto, including any approved and filed amended plats, retracement surveys or certificates of survey of any of the Condominium Units and tracts within the Property.
- 1.22. **"Road or Roads"** shall mean and refer to any public driveway, streets, highway, road, alley, or thoroughfare within or adjacent to the Property and shown on any recorded subdivision plat, whether designated thereon as driveway, street, avenue or road.
- 1.23. **"Signs"** refer to any structure, object, device or part thereof situated out of doors, or prominently visible from outside the building on which it is situated which identifies, advertises, displays or otherwise attracts attention to either itself or some other object, person, institution, organization, business, product, service, events, activity, locations, thing or happening of whatever nature, and by any means, including words, letters, numerals, figures, designs, symbols, fixtures, colors, mottos, illumination, projections, contrast and the like.
- 1.24. **"Single Family"** means one or more persons living together as a single, non-profit housekeeping unit.
- 1.25. **"Subdivided or Subdivision"** means any division of land, or land so divided, resulting in the creation of two or more tracts of land out of a single tract in order that title to, possession or occupancy of the tract(s) so created may be sold, rented, leased or otherwise conveyed, transferred or used separately and shall include any re-subdivision.
- 1.26. **"Turn Over Date"** is the date on which the Developer elects, at its discretion, to turn over certain responsibilities to the Owners' Association. This date shall be no later than 180 days after 100% of the Condominium Units are sold, provided said improvements are completed.
- 1.27. **"Vehicle or Vehicles"** refers to any motorized machine including, but not limited to an ordinary automobile, truck, motorcycle, three-wheeler, four-wheeler, tractor, farm equipment, construction equipment, camper, recreational vehicle, snowmobile, jet ski, wave runner, boat, bobcat, plow, or commercial vehicle and any non-motorized trailer used for the transport of any vehicle, product, person, animal, or equipment, or any non-motorized vehicle such as a bicycle, canoe or kayak.

## **ARTICLE 2. OWNERS' ASSOCIATION**

**2.1. Formation of the Association.** On or before the date on which Declarant conveys to any Owner other than the Declarant fee simple title to the first Condominium Unit within Property, Declarant shall form the Association.

### **2.2. Association Documents.**

- a. Section 2 is intended by Declarant to summarize the privileges and obligations of an Owner as a member of the Association. The Declarant and each Owner of a Condominium Unit by acceptance of a deed thereto, shall be bound and shall abide by the additional terms, conditions and obligations set forth in the Articles of Incorporation, the Condominium By-Laws, the Declaration of Condominium Ownership, the Rules and Regulations and the Design Standards, as the same may be adopted and amended from time to time. The above documents, together with this document, the Covenants, Conditions and Restrictions, shall collectively be referred to as the "Association Documents."



- b. Each Owner shall comply with and benefit from each term, provision, covenant, condition, restrictions, reservation and easement contained in the Association Documents. The obligations, burdens and benefits of membership in the Association touch and concern the Property and are, and shall be, covenants running with each Condominium Unit for the benefit of all other Condominium Units.
- c. If there is any conflict or inconsistency between the terms and conditions of the Association Documents, the Documents shall control in the following order of priority:
  - i. The Articles of Incorporation
  - ii. The Declaration of Condominium Ownership
  - iii. The Declaration of By Laws
  - iv. The Declaration of Covenants, Conditions and Restrictions
  - v. The Architectural Design Standards
- d. Upon request, the Association shall allow Owners and Mortgagees to inspect current copies of the Association Documents, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials as well as for the time of Association staff.

**2.3. Membership.** Every Owner of a Condominium Unit in the Property, by acceptance of a deed to such Condominium Unit, shall be a member of the Owners' Association and shall be irrevocably subject to Association Dues and Assessments by the Association. Membership shall be appurtenant to and may not be separated from ownership for the Condominium Unit. Condominium Units owned by the Developer are not subject to Association Dues or Assessments.

**2.4. Classes of Members.** The Association shall have one class of members with privileges and obligations of such membership defined and set forth in this Declaration, the Articles of Incorporation and Bylaws and the Declaration of Condominium Ownership.

**2.5. Rules and Regulations.** Rules and Regulations as set forth in these Declarations are adopted and amended from time to time by the Association. All Owners are required to abide by the Rules and Regulations and are subject to notices and fines or fees or failure to do so. No such Rules or Regulations shall be established which violates the intention or provisions of this Declaration and the Association Documents.

**2.6. Voting Rights.** Owner or Owners are entitled to one vote for each Condominium Unit owned. The vote for any Condominium Unit owned by more than one person shall be exercised as such co-owners may among themselves determine, but in no event shall the vote with respect to any Condominium Unit exceed the total of one vote. Votes may be cast in person or by proxy by the respective owners as shown in the record ownership of the Association. A personal representative, administrator, conservator, guardian or trustee may vote for any unit owned or controlled by them in such capacity whether or not the same shall have been transferred to their name in the Association's record of ownership, provided that they shall first present evidence satisfactory to the secretary or presiding officer that they own or control such unit in such capacity. The vote for any unit owned of record by two (2) or more persons may be exercised by any one of them present; and, in case of protest, each co-tenant shall be entitled to only a share of such vote in proportion to their share of ownership in

such unit. If more than one vote is cast for any particular Unit, none of such votes shall be counted and all of such votes shall be deemed null and void.

The authority given by any owner to another person to represent him at meetings of the Association shall continue until revoked in writing filed with the secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any unit or interest therein, a true copy of which is filed with the Board through the secretary, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

In the event that the Association is the Owner of one or more Condominium Units, it shall not be entitled to any votes, nor shall it be liable for any assessments by virtue of ownership.

**2.7. Purposes.** The Owner's Association shall be formed for the purpose of engaging in any lawful services, activities or functions as the Owners' Association shall from time to time arrange or provide for, and to transact any such other business for the benefit of the Property as may be permitted by law. The Owners' Association shall be empowered to enforce all the covenants, conditions and restrictions herein including, but not limited to, the maintenance, preservation and improvements of the Property and to keep and maintain the Property and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish. Without limiting the generality of the foregoing, the Association may:

- i. Manage, operate, construct, improve and maintain common areas or open space as necessary or appropriate;
- ii. Administer and enforce the covenants, conditions, restrictions, reservations and easement created hereby;
- iii. Levy, collect and enforce the assessments, liens, charges and penalties imposed pursuant hereto;
- iv. Subject to the provisions below, appoint members of the Design Review Committee with the goal of ensuring that all improvements within the Property are constructed in accordance with the Design Standards adopted by such Design Review Committee;
- v. Take any action necessary or appropriate to protect the general welfare and safety of Owners and residents of the Property and their guests, and
- vi. Regulate and manage Property with the goal of enhancing and protecting its value.

**2.8. Powers.** Unless expressly prohibited by law or any of the Association Documents, the Association may take any and all actions that it deems necessary or advisable to fulfill its purposes. Without in any way limiting the foregoing, the Association may:

- i. Adopt and amend the Covenants, Conditions and Restrictions and the Rules and Regulations;
- ii. Adopt and amend budgets for revenues, expenditures and reserves, and collect monthly, annual, special and default assessments;
- iii. Hire and fire managing agents, employees, agents and contractors;
- iv. Institute, defend or intervene in litigation or administrative proceedings in its own behalf on matters affecting the Property;
- v. Make contracts and incur liabilities;
- vi. Regulate the use, maintenance, repair, replacement and modification of common areas and open space;

- vii. Cause additional improvements to be made part of common areas and open space;
- viii. Acquire, hold, encumber and convey in its own name any right title or interest in real or personal property;
- ix. Impose charges for late payments for any assessments, recover reasonable attorneys' fees and disbursements and other costs of collection for Assessments and other actions to enforce the rights of the Association, regardless of whether suite was initiated, and, after notice and an opportunity to be heard, levy reasonable fines and impose reasonable penalties for violations of any Association Documents;
- x. Impose reasonable charges for the preparation and recordation of amendments to this Declaration or statements of unpaid assessments;
- xi. Provide for the indemnification of the Association's directors and officers and maintain directors' and officers' liability insurance;
- xii. Assign its right to future income, including its right to receive assessments;
- xiii. Provide or procure any services necessary for the safety or security of the Property, Owners, guests or visitors;
- xiv. Approve, install, maintain, repair and replace signage;
- xv. Provide or procure landscaping services withing the Property
- xvi. Plan, arrange and hold recreational activities for the benefit of the Owners, residents and their guests;
- xvii. Become a member of another condominium owner's association or other owner's association or other similar associations;
- xviii. Exercise any other powers expressly or implicitly conferred on it by the Association Documents;
- xix. Exercise all other powers that may be exercised in Montana by nonprofit organizations; and
- xx. Exercise any other powers necessary or proper for the governance and operation of the Association.

### **ARTICLE 3. ASSESSMENT BY THE ASSOCIATION**

**3.1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Condominium Unit owned within the Property, hereby covenants, and each Owner of any Condominium Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- i. Monthly or annual assessments, dues or charges,
- ii. default or penalty assessments, and
- iii. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided:

The monthly, annual, special and default assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Condominium Unit and shall be a continuing lien upon the Condominium Unit against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Condominium Unit at the time when the assessment became due.

The personal obligation, (as distinguished from the lien), for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. The Developer is exempt from paying the monthly assessments for each Condominium Units still owned by the Developer. The initial annual assessments for each Condominium Unit (whether or not more than one Condominium Unit is owned by the one Owner) shall be one hundred and thirty dollars (\$130.00) per month collected monthly until changed by resolution of the Board of Directors of the Association at one of its regular or special meetings. It shall not be necessary for the Board of the Association to amend this Declaration in order to change the amount of the monthly assessment.

**3.2. Purpose of Monthly Assessments.** The monthly assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Association and the Design Review Committee, for the expenses and charges for operating the Association and Design Review Committee, for maintenance and repair of common areas, capital improvements and open space maintained by the Association including, without limitation, weed and landscape management, mowing, snow removal on private roads and sidewalks and any other charges or assessments for any legitimate management and supervision with respect to any of the foregoing. It shall not be necessary for the Board of Directors of the Association to amend this Declaration in order to charge the amount or payment frequency of the monthly assessments.

**3.3. Default or Penalty Assessments.** Notwithstanding anything to the contrary contained herein, if any common expense or other expense of the Association is caused by:

- i. The negligence or misconduct of an Owner or an Owner's family member, employee, agent or guest or
- ii. A violation of any covenant, condition or restriction of an Association Document by an Owner or an Owner's family members, employee, agent or guest, the Association may, if it deems necessary or advisable, levy an assessment against such Owner's Condominium Unit for the amount of such expense. In addition, the Association may, if it deems necessary or advisable, and if it has previously notified the Owners, impose a fine, penalty, fee or other charge upon an Owner for the violation of any covenant or condition of any Association Document by an Owner or an Owner's family, member, employee, agent of guest. Any such assessment levied by the Association, and each fine, penalty, fee or other charge imposed hereunder, are each referred to herein as a "Default Assessment." Default Assessments need not be shown on an annual budget or on an amendment to an annual budget adopted by the Board of Directors of the Association; provided, however, that with respect to any Default Assessment, or portion thereof, levied other than as a late charge, the Owner of the Condominium Unit against which the Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard. Owners of Condominium Units against which Default Assessments have been levied shall pay such Default Assessment when required by the Association.

**3.4. Special Assessment for Capital Improvements.** In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair,

improvement or replacement of the common areas or open space or capital improvement upon property related thereto, provided that such assessment shall have the approval of at least 60% of the Members of the Association. Nothing stated herein shall restrict the right of the Association to provide for the repayment of the special assessment over a term of months or years subsequent to the date of such assessment, and upon terms and conditions it deems appropriate, including the collection of interest on the deferred balance.

**3.5. Notice and Quorum Action.** A meeting of the Members of the Association for the purpose of levying of a Special Assessment under Sections 3.4 shall be held pursuant to the requirements of this document and the Bylaws of the Association. In the event the members decline or are unable to approve the levying of a Special Assessment, nothing herein shall preclude the Association from calling another meeting at any time, subject to the foregoing notice requirements, for the same purpose or purposes.

**3.6. Uniform Rate of Assessment.** Except as provided in Section 3.1, monthly and special assessments must be fixed at a uniform rate for all Condominium Units.

**3.7. Date of Commencement of Assessments: Due Dates.** The assessments provided for herein shall commence as to all Condominium Units on the first day of the month following the conveyance of the Condominium Unit by Declarant to an Owner, and shall be payable monthly. The Board of Directors shall prepare a proposed budget and schedule of assessments at least thirty (30) days before the beginning of each fiscal year. The proposed budget and written notice of any change in the monthly assessment shall be sent to every Owner subject thereto a minimum of thirty (30) days prior to the commencement of the change. The due dates of Assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Condominium Unit have been paid.

**3.8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, but in no event to exceed the maximum rate permitted under Montana law. In lieu of a percentage per annum for monthly dues or assessments, the Board of Directors may prepare a scheduled rate of late fees which shall accrue until fees and dues are paid. The Association may file a lien with the County Recorder to enforce collection of any monies owing to the Association pursuant to these Covenants, Conditions and Restrictions. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against such Owner's Condominium Unit in the same manner as a mortgage on real property, and the Association shall be entitled in any such foreclosure proceedings to recover its costs, expenses and reasonable attorney's fees. In addition to the foregoing, any member of the Association who is not current in dues or assessments, penalties or fees imposed pursuant to this section shall lose their voting privileges and are not entitled to serve on any governing office, board or committee of the Association until such dues or assessments are brought current. No owner may waive or otherwise escape liability for the assessments provided herein for non-use of the Property owned or maintained by the Association or by abandonment of such Owners Condominium Unit.

**3.9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. The sale or transfer of any Condominium Unit shall not affect the assessment lien, whether such lien arises prior to such sale or transfer, or thereafter becomes due. Any outstanding assessments shall be paid in full to the Association before title to any Condominium Unit is transferred. The sale or transfer of any Condominium Unit pursuant to foreclosure proceedings of such first Mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer but shall not relieve such Condominium Unit

from liability for any assessments thereafter accruing or becoming due on or from the lien thereof or effect the personal liability of the Owner of the Condominium Unit at the time the assessment accrued.

#### **ARTICLE 4. COMMON AREA MAINTENANCE**

**4. Maintenance of Common Areas.** The Association shall maintain and repair all of the common area and open space within the Property, with the exception of Exclusive Use Common Areas and common areas not maintained by the City of Helena, including without limitation weed management, annual maintenance, signage and lighting, and snow removal. The Board of Directors of the Association shall have the sole discretion to determine what maintenance will be performed by the Association within the terms of the Association's budget, provided that the Association will at all times comply with the requirements lawfully imposed by the City of Helena or Lewis and Clark County with respect to such maintenance.

#### **ARTICLE 5. USES ALLOWED, BUILDING RESTRICTIONS AND REQUIREMENTS**

**5.1. Residential Density.** All Condominium Units shall be used primarily for a Condominium Unit for Single Family residential purposes. Absolutely no accessory buildings, including storage buildings or storage sheds are permitted.

**5.2. Moveable Living Conveniences and Mobile Homes.** Except as specifically approved in writing by the Developer, no trailer, mobile home, camper, motor home, shack, garage, barn, tent or moveable living convenience may be located on the Property during the construction of a Condominium Unit or at any other time, except as specifically approved in writing by the Developer.

**5.3. Commercial Uses.** No Condominium may be used for commercial purposes, except as follows:

Home Businesses. Small home businesses conducted within living area of the Condominium Unit incidental to its use as a Single-family Condominium Unit, so long as such business complies with all City of Helena rules and requirements. Such allowed home businesses include activities such as crafts, studios and home offices. Use shall not change the residential character thereof, and shall be conducted in such a manner as not to give any outward appearance nor manifest any characteristics of a business in the ordinary meaning of the term. Businesses conducted within the garage areas of the Condominium Unit are strictly prohibited with the exception of a temporary use of space for garage sales or similar events.

Sales and Management. Developer and Association sales and management offices permitted in support of Property and Members.

**5.4. Minimum Building Standards.** All Condominium Units shall comply with the following requirements which may not be amended or deleted from this Declaration without approval of the Developer and the City of Helena.

- i. **Radon Potential.** Radon Gas or Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal guidelines have been found in buildings in Montana. Additional information regarding Radon and Radon Testing may be obtained from a County or State of Montana health unit. The existence and risk of Radon can

be evaluated through appropriate tests. If found, the risks from Radon can be mitigated through Radon abatement techniques incorporated into the structure.

- ii. **Seismic Specifications.** All Condominium Units or other structures shall be constructed or erected to specifications which meet or exceed the equivalent provisions in the Uniform Building Code for Seismic Zone 3.
- iii. **Fire Code Specifications.** All Condominium Units or other structures shall be constructed or erected to specifications which meet or exceed the equivalent provisions in the Uniform Fire Code. Further, all roofing materials shall have a Class A Fire Rating. No wood roofing materials or wood burning devices are allowed.
- iv. **Energy Efficiency.** All Condominium Units meet or exceed National Energy Codes.
- v. **Underground Utility Lines.** All additional utility lines and pipes serving a Condominium Unit or any other portion of the Property shall be placed and installed underground in accordance with Subdivision Regulations for the City of Helena.

**5.5. Restrictions for Further Subdivision of Condominium Units.** The Property may not be further subdivided except by the Declarant or with expressed written permission of the Board of Directors for an Owner of adjoining Condominiums to consolidate such Units into one Condominium Unit. Such consolidation shall not change the obligation of the Owner to pay assessments or the right of the Owner to vote on behalf of each original Condominium Unit, and, for the purposes thereof, such Condominium Units shall be considered as the number of Condominium Units as originally configured by the Declarant.

**5.6 Easements for Installation and Maintenance of Utilities.** No structure, planting or other material shall be placed or permitted to remain which damage or interfere with the installation, placement and maintenance of utilities in easements shown on the recorded plat.

**5.7. Set Backs.** All Condominium Units and driveways must meet set-back requirements of City of Helena zoning ordinances from any boundary common to another Condominium Building and from any road right-of-way. Declarant may make specific exceptions so long as those exceptions do not conflict with City of Helena zoning ordinances.

**5.8. Sanitation Requirements.** No outside toilets or privies shall be permitted except during periods of construction. All toilet facilities must be within the living area of a Unit and connected to the City of Helena sanitary sewer system.

**5.9. No Unsightliness.** Pipes for water, gas, sewer, drainage, or other purposes and gas, oil, water or other tanks shall be kept and maintained below the surface of the ground unless otherwise approved by Declarant. The Association shall ensure that all lawns and grass or other approved landscape materials, and that all landscaped Common Areas are kept neat, clean and clipped. All lawns and landscaping shall be serviced with underground water systems so as to maintain a healthy, attractive appearance.

**5.10. Signage.** The following signage is permitted:

- a. Signage erected by Declarant or the Association approved by the Design Review Committee to identify community, neighborhood, or group of Condominium Units at Mountain View Meadows;
- b. Temporary constructions or sales signs approved by Design Review Committee;
- c. Signage erected by Declarant or the Association necessary to provide

- directions;
- d. Signage erected by Declarant or the Association to advise Rules & Regulations;
- e. Signage erected by Declarant or the Association to caution or warn of danger;
- f. Design Review Committee Approved Address Plaques or Numbers in accordance with City of Helena subdivision requirements; and
- g. As may be required by law.

**5.11. Open Spaces.** No construction of any kind shall take place on Open Space with the exception of the Roads or Private Roadways and other improvements designated on the Plat.

## **ARTICLE 6. ADDITION AND EXCLUSION OF REAL PROPERTY**

**6.1. Right to Include Additional Real Property.** For so long as Declarant owns any portion of the Property, Declarant may subject additional real property adjacent to the Property to this Declaration by recording in the real property records of Lewis and Clark County, Montana, an instrument signed by Declarant setting forth the following:

- a. a statement that the real property to be added is owned by Declarant and is adjacent to the Property,
- b. a statement that Declarant has determined that such real property shall be included as part of the Property,
- c. the legal description of the real property to be added,
- d. a statement that the property to be added shall be subject to and governed by the provisions of this Declaration.

Upon recording of such instrument,

- i. the real property described therein shall thereafter be part of the Property and shall be governed by the provisions herein, and
- ii. the Declaration shall be deemed amended to add such additional property to the definition and description of the Property herein. Alternatively, the Declarant may amend and restate this document in entirety.

**6.2. Right to Exclude Real Property.** For so long as Declarant owns any portion of the Property, any real property made part of the Property may at any time prior to conveyance of such property to a third party be excluded from the Property and made no longer subject to this Declaration by the recording in the office of the Clerk and Recorder of Lewis and Clark County, Montana, of a written instrument signed by Declarant containing a legal description of the real property, a statement that such real property is owned by the Declarant, and a statement that said says real property shall no longer be deemed to be a part of the Property or bound by or subject to any part of this Declaration. Alternatively, the Declarant may amend and restate this document in its entirety.

## **ARTICLE 7. EASEMENTS AND LICENSES**

**7.1. Declarant Reservation.** Declarant reserves to itself, its successors and assigns, the right to establish from time to time, by dedication, Plat or otherwise, underground utility and other reasonable easements, permits or licenses over, across, through and under Property, for any purpose or use reasonably necessary for the use and occupancy of the Property or any other property owned by Declarant, which easements,



permits or licenses may include, without limitation, water, sewer, gas, electricity, television and communication cables, drainage, and irrigation.

**7.2. Recorded Easements.** The Property shall be subject to all easements as shown on any recorded Plat and to any other easements of record or of use as of the date of recordation of this Declaration. In addition, the Property is subject to all easements created by this Declaration.

## **ARTICLE 8. PROTECTIVE COVENANTS: ARCHITECTURAL REVIEW**

**8.1. Purpose.** The following protective covenants are designed to provide a uniform plan for the developments of the Condominium Units and Property. The intent of the Declarant in establishing these covenants is to create and maintain a residential area with an atmosphere and charm entirely compatible with a high-quality residential development and further to provide every practical and legal means to safeguard and protect the interests of all Owners and the integrity and stability of the Mountain View Meadows development.

**8.2. Design Review Committee Approval.** No Property or Condominium construction or improvement, or any alteration or improvement affecting the external appearance of any existing Condominium Building or Common Element including, but not limited to architectural details, colors, doors, railings, fences, porches, decks and landscaping may be made, erected, altered, placed or permitted to remain upon the Property without plan approval in writing by the Design Review Committee. Plans for any such construction, improvement or alteration must be submitted to the Design Review Committee which shall be entitled to charge a reasonable fee with respect to the review of plans in accordance with a fee structure determined by the DRC and approved by the Board of Directors.

**8.3. Membership of Committee.** Except as provided herein, the Design Review Committee shall consist of one (1) to three (3) persons appointed by the Board of Directors. Notwithstanding the foregoing, until such time as the entire Mountain View Meadows Subdivision has been developed, the Developer shall have the sole authority to appoint all persons to the Design Review Committee and remove or replace such members from time to time. Such persons need not be members of the Association. The Developer may relinquish or assign its right to appoint any or all members at any time to the Board of Directors.

**8.4. Design Standards.** The Design Review Committee or Architectural Review Committee sets the standards for all improvements to Property along with the procedures and criteria for review. Failure to follow such procedures or criteria shall be deemed a breach of this Declaration and shall entitle the Association or DRC to exercise and pursue the rights and remedies provided herein with respect to such breach. Design Standards include but are not limited to the layout of Roadways, orientation of buildings, architectural details of buildings, floorplans, building materials, colors, fencing, lighting, landscaping and signage. The purpose of these Design Standards is to achieve and maintain the aesthetic goals of the Property and to protect the Mountain View Meadows community as a whole against non-conforming designs or construction that is substandard in quality. Failure to follow procedures or criteria for approval shall form an adequate basis for rejection. However, this requirement shall not be construed as preventing the Declarant or the DRC from waiving or amending the Design Standards at any time or with respect to any application.

**8.5. Approval or Disapproval.** If the Design Review Committee fails to approve or disapprove any plan or proposal for any construction or improvement within thirty (30) days after all of the requirements have been submitted, such submittal shall be deemed denied. Any approved plan or proposal shall permit the commencement of installation or construction in accordance with said plan or proposal. Any deviation from approved plan or proposal shall be corrected to conform with the plan or proposal submitted. Failure

to commence installation or construction of an approved plan or proposal within one year of approval requires a new submittal. Failure to complete approved construction or improvement within six (6) months of commencement of installation or construction that in the judgement of the DRC is of offensive or unsightly appearance, then the DRC or the Board of Directors, at the option of either, may take such action as may be necessary in its judgment to remedy the issue and the amount of any expenditures in so doing shall be a lien on the property and may be enforced by an action of law.

**8.6. Authority of Compliance.** The Design Review Committee may act by a majority of its members and any authorization or approval made by the DRC must be signed by the Director of the DRC. The Board of Directors shall have sole and exclusive power to enforce compliance with Design Standards, and in that regard, shall have the authority to assess and collect fines, impose liens or sue for damages or injunctive relief. Notwithstanding anything to the contrary in any other Association Document, no Owner shall have the right to enforce or seek enforcement of the conditions or restrictions contained herein except by bringing such violation to the attention of the DRC or Board of Directors.

**8.7. Inspections of Projects.** The Design Review Committee or its designated representative may monitor any approved project within the Property to ensure that the construction or work on such project complies with any and all approved plans, construction procedures, applicable Design Standards, Rules and Regulations and applicable law. The DRC or its designated representatives may, upon reasonable notice, enter upon the Property at any reasonable time or times to inspect the progress, work status or completion of any project. The DRC may withdraw its approval of any project and require all activity at such project to be stopped if deviations from the approved plan, construction practices, applicable Design Standards, Rules and Regulation or applicable law are found and not corrected or reconciled within an allotted time frame in written notification to the project manager or Unit Owner specifying such deviations.

**8.8. Restoration of Condominium Unit and Common Elements.** In the event of damage or destruction by fire or other casualty affecting a Unit or Units, and/or if any portion of the Common Elements is damaged or destroyed by fire or other casualty, the Board of Directors shall immediately contract to repair or rebuild the damaged portions of the Unit or Units and the Common Elements substantially in accordance with the original plans and specifications approved by the Design Review Committee. The Board of Directors shall have prepared the necessary plans, specifications, and maps and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in lawful and workmanlike manner and managed and paid for in accordance with Association Documents. In the event of any condemnation proceedings, the Board of Directors shall represent the Unit Owners in negotiations, settlements, and reaching agreements with the condemning authority for acquisition of the Common Elements, or part thereof, by the condemning authority. Each Unit Owner appoints the Condominium Board of Directors as attorney-in-fact for such purpose. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with Association Documents and the original plans and specifications.

**8.9. Cost of Repair for Acts of Neglect, Negligence, or Carelessness.** All Unit Owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by their acts, neglect, or carelessness or by that of any member of their family or their guests, employees, agents, or lessees, but only to the extent such expense is not met by the proceeds of insurance carried by the Association, provided nothing herein contained shall be construed to modify any waiver by insurance companies of rights of subrogation.

**8.10. Review Board Not Liable.** The Declarant, the Association, the Members of the Board of Directors, its officer, the Design Review Committee, any of their respective officers, directors, employees, members, agents, successors or assigns (collectively, the "Released Parties") shall not be responsible or liable for any defects in any plans or specifications which are submitted, revised or approved pursuant to

Article 6, nor for any defects in construction pursuant to such plans and specification, nor for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Design Review Committee. The Released Parties shall not be liable in damages to anyone submitting plans to them for approval, or to any Condominium Unit Owner, by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and submittals. Every person who submits plans to the Design Review Committee for approval agrees, but submission of such plans, and every Condominium Unit Owner by acquiring title to a Condominium Unit, that he will not bring any action or suit against the Released Parties to recover such damages. Approval of plans, specifications, or submittals by the Design Review Committee shall not constitute an approval, ratification, or endorsement of the quality of the architectural or engineering soundness of the improvements reflected thereby and the Released Parties shall not have any liability in connection with approval of plans, specifications or submittals. Approval of plans and specifications pursuant to Section 6 shall not relieve any Condominium Unit Owner of said Owner's responsibility to comply with any and all applicable governmental laws or regulations.

## **ARTICLE 9. CONDOMINIUM UNIT OWNER MANDATORY COVENANTS**

**9.1. Improvements.** No fence, flag, railing, hot tub, air conditioning unit, landscaping or appurtenance of any kind, whether to serve a Unit Owner or multiple Unit Owners, or for aesthetics, recreational or any similar purpose may be installed in, on or upon any Common Element or Common Area without the prior approval of the Design Review Committee. Installation of any approved appurtenance must be managed by the Developer or the Association so not to damage or interfere with the installation and maintenance of utilities, effect drainage channels, cause damage to existing improvements, or affect the enjoyment of Common Elements and Areas by other Condominium Unit Owners.

**9.2. Decoration of Common Elements.** No unit owner shall decorate any Common Element appurtenant to Condominium Unit including but not limited to stairways, windows, entrances, walkways, patios, porches, decks, driveways, lawns and landscaped areas, except in accordance with standards therefore established by the Board of Directors in the Rules and Regulations, as the same may be adopted and amended from time to time.

**9.3. Storage of Vehicles, Boats and Recreational Vehicles.** No more than two Vehicles may be parked in Unit driveways at any given time with the exception of a Unit that accommodates a Design Review Committee approved extended concrete parking pad. At no time shall any inoperable Vehicle or Vehicle of any kind not actively in use be stored outside of a Unit garage including on Private or Public Roadways, Unit driveways, extended parking pads or Common parking areas. At no time shall any vehicle of any kind be repaired or serviced outside of a garage with the exception of cleaning or washing. At no time may any Vehicle be parked on or in any landscaped or gravel mulch area. Public street parking is permitted so long as parking does not violate City of Helena parking ordinances.

**9.4. Rubbish and Trash.** No rubbish, trash, garbage or other waste may be allowed to accumulate outside any Condominium Unit. All garbage and waste shall be kept in sanitary containers, which shall be emptied on a weekly basis. Garbage cans and receptacles, including those for recyclables, shall be stored within Condominium Units or in specific locations approved by the Design Review Committee for such storage with the exception of the twelve (12) hours before or after scheduled garbage and recyclables collection.

**9.5. Exterior Clutter, Storage and Yard Amenities.** No clutter or storage of any kind is permitted in Common Areas or on Common Elements, including but not limited to collectable items, animal houses or play yards, adult or children's play equipment, furniture, grills, sporting goods and exercise equipment, gardening tools, hoses and the like except as permitted with Design Review Committee approval on or in Exclusive Use Common Elements or Exclusive Use Common Areas. No part of any Condominium Unit or Common Element of any kind may be used as a Junk Area or for the accumulation of unsightly items or clutter. All storage of any item must be within the Condominium Unit.

**9.6. Signs.** One (1) sign is permitted for Condominium Unit Owner to advertise Owner's Unit for sale. Sign must be located directly in front of Condominium Unit in Common Area but not permitted in boulevards, rights-of-way or landscaped areas with the exception of grass or lawn. Sign may not exceed maximum four (4) square feet. No other signage is permitted with the exception of Design Review Committee approved temporary advertisement of a singular event such as a garage sale, birth, birthday or graduation announcement or welcome home for a veteran. Failure to remove temporary signs within three days of event may be subject to a violation of covenants.

**9.7. Window Coverings.** Windows may be covered only by drapes, curtains, blinds, shades or shutters installed within the Condominium Unit.

**9.8. Antennas and Satellite Dishes.** The Federal Communications Commission (FCC) protects Owner's rights to certain communication devices. However, Unit Owners must adhere to Design Review Committee guidelines for placement of devices and comply with device sizes set by the Design Review Committee in compliance with FCC rules. Design Review Committee approval must be attained for the installation of all external communication devices.

**9.9. Window Air Conditioning Units.** No window air conditioning unit may be installed except in accordance with standards therefore established by the Board of Directors in the Rules and Regulations, as the same may be adopted and amended from time to time.

**9.10. Animals.** No livestock or poultry, wild animal or reptiles shall be kept, bred or maintained for any purpose. Common domestic pets such as cats, dogs, hamsters, gerbils and birds up to two of each pet per Condominium Unit may be kept within the boundaries of the Owner's Condominium Unit so long as no single pet exceeds 35 pounds in weight. Should any animal exceed 35 pounds in weight, only one of such type of animal is permitted. No animals shall be permitted to become a nuisance or annoyance to any other Association Member or to the Property at large. No pet may be kept which abnormally or unreasonably interferes with the rights, comforts, or conveniences of other Owners such as by barking, animal cries, aggressive behavior or obnoxious odors or smell. Animal excrement shall not be allowed to accumulate within a Condominium Unit so as not to become obnoxious or offensive. Pets may only be permitted to urinate and defecate in open lands or in rock mulch that does not contain plants, shrubs or trees. Any excrement outside a Condominium Unit, whether in open lands or rock mulch shall be immediately removed and properly disposed of so as not to negatively impact the health and well-being of others. No pet may be permitted to roam unrestrained in Common Areas or Property or restrained outside the Condominium Unit with the single exception of a designated Exclusive Use completely enclosed Common Element approved for such purposes by the Design Review Committee. At no time may any pet be restrained by rope, chain, or other means attached to an exterior Common Element. Any violation of any of the provisions of the Mandatory Covenants regarding Animals by any Unit Owner, Unit Owner's family member or guest is subject to a fine. In addition, the Association may take such action as necessary in its judgement to cause the removal and relocation of any animal involved in the violation and/or to remedy by any reasonable means necessary any damage due to the results of such violation after reasonable notice to the Owner, and the amount of any expenditures made in so doing shall be a lien on the Owner's Condominium Unit and may be enforced by an action of law.

**9.11. Illegal, Noxious or Offensive Activity.** No illegal, noxious or offensive activity shall be carried in any Condominium Unit or any portion of the Property, nor shall anything be done or placed in or on any Condominium Unit or any portion of the Property which is or may become a nuisance to others.

**9.12. Hazardous Activities.** No activities shall be conducted in any Condominium Unit or any portion of the Property and no improvements may be constructed in any Condominium Unit or any portion of the Property that are or might be unsafe or hazardous to any person or property. No firearms shall be discharged upon any portion of the Property. The storage of any environmentally controlled substance or hazardous material is expressly prohibited except for ordinary household and garden supplies, so long as such permitted materials are kept, stored, used and disposed of in accordance with all applicable federal, state and/or local government rules and regulations.

**9.13. Safety and Security.** All Owners of Condominium Units with rear alley garage access or Private Roadway or Roadway garage access without street lighting are required to keep exterior rear garage door lighting on between dusk and dawn for the safety and security of Owners, their families and guests and the greater Condominium neighborhood.

**9.14. Annoying Lights, Sounds or Odors.** No light shall be emitted from an Condominium Unit or the Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from an Condominium Unit or the Property which is unreasonably loud or annoying, including, but without limitation, speakers horns, whistles, bells, or other sound devices; and no odors shall be emitted from any Condominium Unit or Property which are noxious or offensive to others.

**9.15. Undeveloped Property.** No motorized machine or Vehicle of any kind may be operated in, on or above Undeveloped Property without the expressed permission of the Declarant.

**9.16. Vehicles, Machines, and Maintenance Equipment.** Only those Vehicles, machines and Maintenance Equipment under management of the Association for the purposes of maintenance and care of Common Elements may be operated at any time on Property with the exception of Vehicles, Machines and Equipment used for the construction of Condominium Units and Common Elements and other authorized development of Property by Developer.

**9.17. Maintenance of Exclusive-Use Elements.** Any Condominium Unit Owner with an approved Exclusive Common Element or Area shall maintain such Exclusive Common Element or Area and any approved improvements therein in good repair and appearances at all times.

## **ARTICLE 10. BINDING DECLARATION**

**10. Declaration Attaches to the Land.** This Declaration and all Covenants, Conditions and Restrictions contained herein, shall run with the land and shall be binding upon the present Condominium Unit Owners and all subsequent Owners of any Condominium Unit.

## **ARTICLE 11. GENERAL PROVISIONS**

**11.1. Enforcement.** Violation of any Covenants, Conditions or Restrictions herein contained shall give to the Association, acting through its Directors, the right to enter upon the Condominium Unit, and to summarily abate at the expense of the Owner any structure, thing, or condition that may be in, on or upon said Condominium Unit contrary to the provisions hereof without being deemed guilty of trespass. The result of every act or omission whereby any covenant, condition, restriction or agreement is violated in

whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law against such nuisance, either public or private, shall be applicable against every such result. The Association shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, charges and remedies now or hereinafter imposed or available pursuant to this Declaration. Any remedy set forth in this Declaration shall be cumulative and not exclusive. Failure by the Association to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**11.2. Costs of Enforcement.** If the Association or the Declarant employs an attorney because of a violation by a Condominium Owner of one or more of the provisions of this Declaration or the other Association Documents, or if the Association commences an action for the enforcement of this Declaration or the other Association Documents or of the lien for assessments and the Association is wholly or partially successful in such action, the offending Condominium Owner shall be obligated to pay, on demand, all costs, charges and expenses, including reasonable attorneys' fees, incurred by the Association or Declarants.

**11.3. Severability.** Invalidation of any one of the covenants, conditions or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**11.4. Amendment.** Prior to the Turn-Over Date, Declarant may amend this Declaration at any time. After the Turn-Over-Date, any provisions herein may be amended or revoked, and additional provisions added, at any time by a written instrument recorded in the office of the Clerk and Recorder of Lewis and Clark County, Montana, duly signed and acknowledge by the Owners of record of not less than sixty percent (60%) of the Condominium Units subject to this Declaration to the extent their consent is specifically required pursuant to the terms of this Declaration. Notwithstanding the foregoing, so long as Declarant owns any Condominium Unit in the Property, then the consent of Declarant or its successor shall be required before these Covenants, Conditions and Restrictions may be altered or amended.

**11.5. Covenants Binding.** Each provision of this Declaration and a promise, covenant and undertaking to comply with each such provision

- i. shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any Condominium Unit is granted, devised or conveyed;
- ii. shall by virtue of acceptance of any right, title or interest in any Condominium Unit by a Condominium Owner be deemed accepted, ratified, adopted and declared as a personal covenant of such respective heirs, personal representatives, successors or assigns, to, with and for the benefit of the Declarant and all Condominium Owners within the Property;
- iii. shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to all of such Condominium Owner's right title and interest to the Condominium Unit owned by the Condominium Owner, which liens shall be deemed a lien in favor of the Association, and
- iv. shall run with the land.

**11.6. Term.** The provisions of this Declaration shall be binding for a term of thirty (30) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive period of ten (10) years unless an instrument signed by all of the Owners of the Condominium Units has been recorded, agreeing to revoke or terminate this Declaration.

**11.7. Interpretation of This Declaration.** Except for judicial construction, the Board of Directors of the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a Court of competent jurisdiction, the construction or interpretation of the provisions hereof by the Board of Directors of the Association shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and the provisions hereof.

**11.8. Failure to Act or Enforce.** Neither Declarant, nor the Design Review Committee, nor any member, agent or employee of any of the same shall be liable to any party for any action or any failure to act with respect to any matter unless the action taken or failure to act is wanton. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

**11.9. Disclaimer of Representations.** Notwithstanding anything to the contrary in this Declaration, Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the complete developments of the Condos at Mountain View Meadows can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration or related Declarations, or that any such land, whether or not it has been subjected to this Declaration or related Declarations, is or will be committed to or developed for a particular use, or that if such land is once used for a particular use, that such use will continue in effect.

## **ARTICLE 12. MORTGAGE PROTECTION**

A breach of any of these Covenants, Conditions and Restrictions contained herein shall not render invalid the lien or encumbrance of any Mortgage or security interest on any Condominium Unit if such mortgage, lien, or security interest is made in good faith and for value. Further, any lien for unpaid dues, fines or assessments is junior and subject to any valid Mortgage, encumbrance, or security interest in any Condominium Unit.

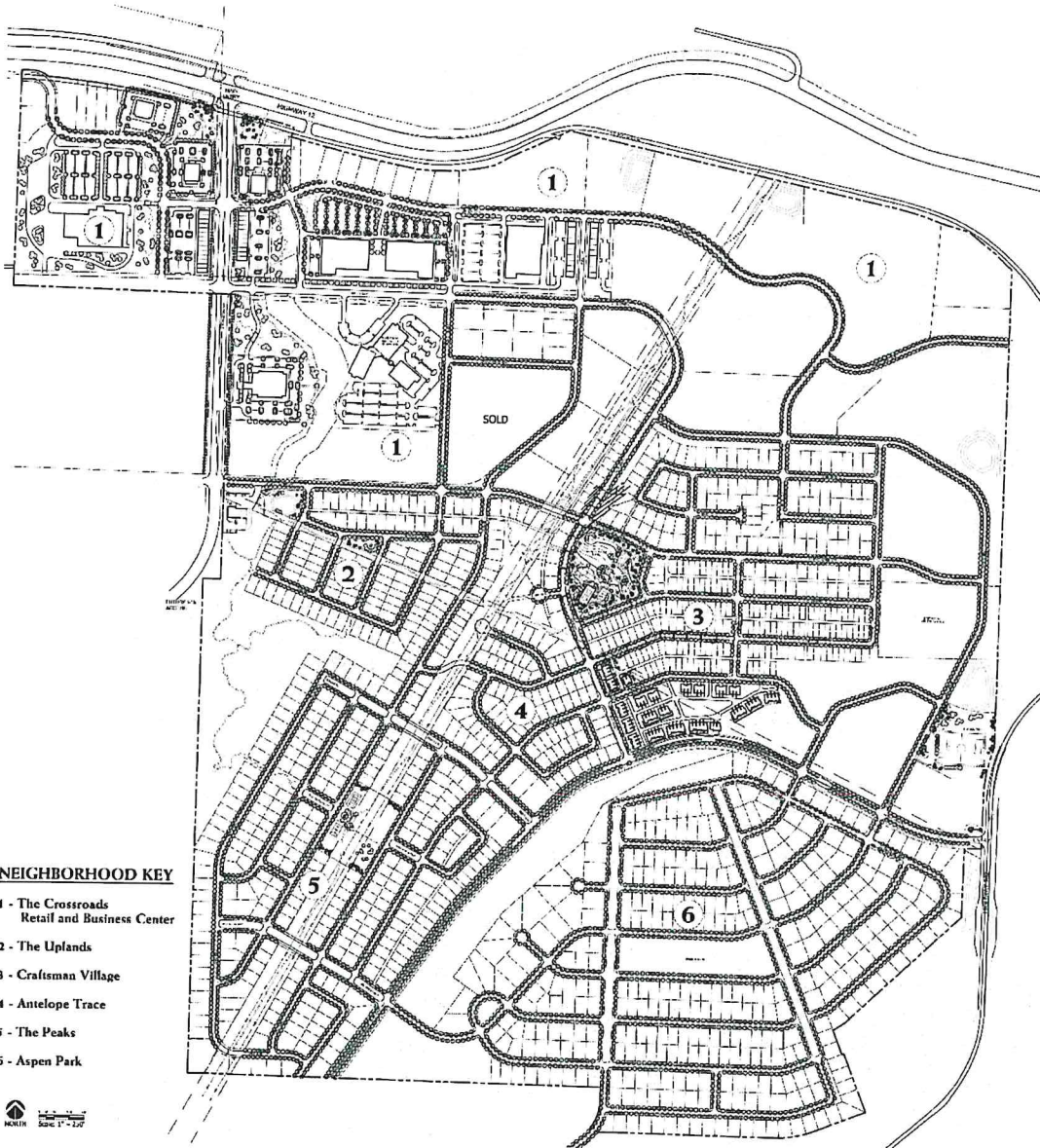
IN WITNESS WHEREOF, MOUNTAIN VIEW MEADOWS, LLC HAS SIGNED THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THE DATE SET FORTH IN THE ACKNOWLEDGEMENT.

MOUNTAIN VIEW MEADOWS, LLC  
A Montana Limited Liability Company

  
By: Mark Runkle, Managing Member

# EXHIBIT "A"

## Mountain View Meadows Master Planned Community



**NEIGHBORHOOD KEY**

- 1 - The Crossroads  
Retail and Business Center
- 2 - The Uplands
- 3 - Craftsman Village
- 4 - Antelope Trace
- 5 - The Peaks
- 6 - Aspen Park

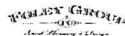


# MOUNTAIN VIEW MEADOWS

**MASTER PLANNED COMMUNITY**

FEBRUARY 2013

Developed By Mountain View Meadows, LLC





**EXHIBIT "B"**  
**Name Change Certification Letter**



**MONTANA SECRETARY OF STATE**

**Return Method:** Email

August 20, 2020

LINDA GODDARD  
431 SOUTH ALICE STREET  
HELENA MT 59601

**CERTIFICATION LETTER**

I, COREY STAPLETON, Secretary of State for the State of Montana, do hereby certify that

**The Condos at Mountain View Meadows  
Homeowners' Association, Inc.**

**Changed Name from**

**THE TOWNHOMES AT CRAFTSMAN VILLAGE  
HOMEOWNERS' ASSOCIATION, INC.**

filed its Articles of Amendment with this office and has fulfilled the applicable requirements set forth in law. By virtue of the authority vested in this office, I hereby issue this certificate evidencing the filing is effective on the date shown below.

**Certified File Number:** D212444 - 14260608

**Effective Date:** August 20, 2020

Thank you for being a valued member of the Montana business community. I wish you continued success in your endeavors.

A handwritten signature in black ink, appearing to read "Corey Stapleton".

Corey Stapleton  
Montana Secretary of State

Montana State Capitol . PO Box 202801 . Helena, Montana 59620-2801  
tel: (406) 444-3665 . fax: (406) 444-3976 . TTY: (406) 444-9068 . sos.mt.gov