

**Mountain View Meadows
431 S. Alice Street
Helena, MT 59601**

**DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS**

**THE CONDOMINIUMS AT CRAFTSMAN VILLAGE
OWNERS ASSOCIATION
SEPTEMBER 2014**

**3263120 B: M48 P: 9818 COV
09/19/2014 03:27 PM Pages: 1 of 28 Fees: 196.00
Paulette DeHart Clerk & Recorder, Lewis & Clark MT**



TABLE OF CONTENTS

Section 1: Definitions

- 1. 1. Accessory Building**
- 1. 2. Association**
- 1. 3. Declaration**
- 1. 4. Developer**
- 1. 5. Condominium Unit**
- 1. 6. Guest House**
- 1. 7. Design Standards**
- 1. 8. Junk Area**
- 1. 9. Lot**
- 1.10. Mortgage**
- 1.11 Owner**
- 1.12. Phase**
- 1.13. Private Driveways**
- 1.14. Property**
- 1.15. Road or Roads**
- 1.16. Signs**
- 1.17. Single Family**
- 1.18. Subdivided or Subdivision**
- 1.19. Turn Over Date**
- 1.20. Vehicles**

Section 2: Owners Association

- 2. 1. Formation of the Association**
- 2. 2. Association Documents**
- 2. 3. Membership**
- 2. 4. Classes of Members**
- 2. 5. Rules and Regulations**
- 2. 6. Voting Rights**
- 2. 7. Purposes**
- 2. 8. Powers**
- 2. 9. Personal Liability and Indemnification**

Section 3: Assessment by the Association

- 3. 1. Creation of the Lien and Personal Obligation of Assessments**
- 3. 2. Purpose of Annual Assessments**
- 3. 3. Default or Penalty Assessments**
- 3. 4. Special Assessments for Capital Improvements**
- 3. 5. Notice and Quorum for Action**
- 3. 6. Uniform Rate of Assessment**
- 3. 7. Date of Commencement of Assessments: Due Dates**
- 3. 8. Effect of Nonpayment of Assessments: Remedies of Association**
- 3. 9. Subordination of the Lien to Mortgages**

Section 4: Maintenance

4. Maintenance of Common Areas

Section 5: Uses Allowed, Building Restrictions, Timber Cutting and Set Back Requirements

5. 1. Residential Density
5. 2. Moveable Living Conveniences and Mobile Homes
5. 3. Commercial Uses
5. 4. Minimum Building Standards
5. 5. Restrictions of Further Subdivision of Lots
5. 6. Limited Building Zones – Building Envelopes, Fences, Storage Buildings
5. 7. Set Backs
5. 8. Sanitation Requirements
5. 9. Storage of Vehicles, Boat and Recreational Vehicle Storage
- 5.10. Rubbish
- 5.11. Signs
- 5.12. Conservation Area
- 5.13. Motorized Access to Public Lands
- 5.14. No Unsightliness
- 5.15. Restriction on Operation of Vehicles
- 5.16. Animals
- 5.17. Window Coverings
- 5.18. Landscaping

Section 6: Protective Covenants: Architectural Review

6. 1. Purpose
6. 2. Requirements of Review by Committee
6. 3. Membership of Committee
6. 4. Design Standards
6. 5. Approval or Disapproval by Committee
6. 6. Authority of Committee
6. 7. Restoration of Lot
6. 8. Inspection of Projects
6. 9. Review Board Not Liable

Section 7: General Restrictions That Apply to All Projects Subject to These Covenants

7. 1. Maintenance of Property
7. 2. No Illegal, Noxious or Offensive Activity
7. 3. No Hazardous Activities 18
7. 4. No Annoying Lights, Sounds or Odors

Section 8: Enforcement

8. Declaration Attaches to the Land

Section 9: Addition and Exclusion of Real Property

- 9. 1. Right to Include Additional Real Property
- 9. 2. Right to Exclude Real Property

Section 10: Easements and Licenses

- 10. 1. Declarant Reservation
- 10. 2. Recorded Easements

Section 11: General Provisions

- 11.1. Enforcement
- 11.2. Costs of Enforcement
- 11.3. Severability
- 11.4. Amendment
- 11.5. Covenants Binding
- 11.6. Term
- 11.7. Interpretation of This Declaration
- 11.8. Failure to Act or Enforce
- 11.9. Disclaimer of Representations

Section 12: Mortgage Protection

EXHIBIT "A"

Legal Description

The real property to which this Declaration of Covenants, Conditions and Restrictions for the Condominiums at Craftsman Village Owners Association, Phase 1 attaches is located in Lewis and Clark County, Montana and is more particularly described as follows:

See the plat for The Condominiums at Craftsman Village, Phase 1 which is attached hereto as Exhibit A and by this reference incorporated herein.

a-subdivision of Lewis and Clark County, Montana, according to the official recorded plat thereof.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT CRAFTSMAN VILLAGE OWNERS ASSOCIATION

This Declaration is made this 25th day of February, 2009 by R AND D PARTNERS LLC, a Montana limited liability company registered to do business in Montana ("Developer" or "Declarant"). These Covenants, Conditions and Restrictions shall apply to that certain real property situated in Lewis and Clark County, Montana (including any final plats, retracement surveys or certificates of survey as approved by and filed in Lewis and Clark County, Montana), more specifically described on Exhibit A attached hereto and made a part hereof (the "Property"). The purpose of these Covenants, Conditions and Restrictions is to enhance and protect the value, desirability and attractiveness of the Property as a highly desirable condominium development, reflecting quality materials and workmanship. These Covenants, Conditions and Restrictions are intended to ensure harmony in the external design of all new construction with existing structures. Ultimately, the purpose of these Covenants, Conditions and Restrictions is to provide a uniform and attractive neighborhood environment. NOW, THEREFORE, Declarant hereby declares the 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 the above-described real property.

SECTION 1: DEFINITIONS

1. 1. **Accessory Building.** A building, 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. **Association.** The terms "Association" or "Owners Association" shall mean and refer to THE CONDOMINIUMS AT CRAFTSMAN VILLAGE, Building _____ OWNERS ASSOCIATION, INC., a Montana non-profit corporation, its successors and assigns. This non-profit corporation shall be a legal entity under Montana law and have the right to sue and be sued under applicable State and Federal law. Approval by the Association shall mean approval by the Association Board of Directors, or a committee appointed by the Association Directors, unless approval of Owner members is specifically required.
1. 3. **Declaration.** The term "Declaration" shall mean and refer to these Declaration of Covenants, Conditions and Restrictions, including lawful amendments.
1. 4. **Developer.** The Declarant is the "Developer", R AND D PARTNERS, LLC, its successors and assigns.
1. 5. **Condominium Unit.** A multi-family residence, designed for and used as permanent living quarters having sleeping, cooking and complete sanitary facilities, subject to the requirements of this Declaration.

1.6. Design Standards. The term "Design Standards" shall mean and refer to the Design Standards and procedures which may from time to time be adopted and published by the Architectural Review Committee, which Design Standards may set forth procedures for review of plans and elevations for buildings, structures and other development on the Condominium Units and may establish standards and criteria which the Architectural Review Committee expects to follow in reviewing proposed developments within the Property, as the same may from time to time be amended or supplemented.

1.7. Junk Area. The use of any portion of the Property for the storage of junk, including, but not limited to, garbage, inoperable Vehicles or equipment and scrap materials of every sort.

1.8. Mortgage. The term "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.

1.9. Owner. The term "Owner" shall mean and refer to the record owner, including Condominium Units owned by the Developer, whether one or more persons or entities, of fee simple title to any Condominium Unit which is a part of the Property and is subject to this Declaration, including contract purchasers who have a possessory interest pursuant to their contract to purchase, but excluding contract sellers or mortgagees or persons having such interest merely as security for the performance of an obligation. Owner(s) shall include an Owner or Owners of any subdivided Condominium Unit. If the Developer or any Condominium Unit Owner sells a Condominium Unit, the Seller will still be considered Owner of the Condominium Unit until a deed, notice of purchasers interest, or abstract of contract for deed, containing the address of the new owner, is recorded with the Lewis and Clark County Clerk and Recorder and a copy of the recorded document delivered to the Association. A contract seller or vendor is jointly and severally responsible, along with the vendee or purchaser, for performance of these Declarations, including the payment of dues and assessments.

1.10. Phase. The various stages of development of the Property as indicated on the Plat.

1.11. Private Roadways. Those roadways that are built by the Developer, to the extent that they are included in the definition of "Roads."

1.12. Property. The term "Property" shall mean and refer to real property described on 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.

1.13. Road or Roads. The term "Road" or "Roads" shall mean and refer to any public driveway, street, 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. Roads shall also include any Private Roadway originally built by the Developer.

1.14. Signs. 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, event, activity, location, thing or happening of whatever nature, and by any means, including words, letters, numerals, figures, designs, symbols, fixtures, colors, mottos, illumination, projection, contrast and the like.

1.15. Single Family. One or more persons living together as a single, non-profit, housekeeping unit.

1.16. Subdivided or Subdivision. Any division of land, or land so divided, resulting in the creation of two or more tracts of land out of a single, larger 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. Subdivision shall include the creation or attempted creation of two or more tracts out of a larger tract from whatever process or procedure including court order or lien foreclosure.

1.17. Turn Over Date. The "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 when 100% of the Condominium Units are sold, provided said improvements are completed.

1.18. Vehicles. Any motorized machine, including, but not limited to, an ordinary passenger automobile, truck, three wheeler, motorcycle, four wheeler, tractor, farm equipment, construction equipment, camper, snowmobile, jet ski, wave runner, boat, bobcat, backhoe, plow, trailer, recreational vehicle or commercial vehicle.

SECTION 2: OWNERS ASSOCIATION

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

2.2. Association Documents.

- (a) This Section 2 is intended by Declarant to summarize the privileges and obligations of an Owner as a member of the Association. The Declarant, for itself, 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 Bylaws, the Declaration of Condominium Ownership, the Rules and Regulations (defined below) and the Design Standards, as the same may be adopted and amended from time to time. The above documents, together with this document shall collectively be referred to as the "Association Documents."

(b) Each Owner shall comply with and benefit from each term, provision, covenant, condition, restriction, 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 and Bylaws
- ii. The Declaration of Condominium Ownership
- iii. This Declaration of Covenants, Conditions and Restrictions
- iv. The Architectural Design Standards

(d) Upon request, the Association shall allow Owners and Mortgagees to inspect current copies of the Association Documents and the books, records, 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 members associated with such inspection.

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 assessments by the Association. Membership shall be appurtenant to and may not be separated from ownership of the Condominium Unit. **Condominium Units which are owned by the Developer shall not pay any Association dues.**

- iv. **2.4. Classes of Members.** The Association shall have one class of members, with the 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. No Owner shall violate the rules and regulations (the "Rules and Regulations") for the use of the Condominium Units and the Property as set forth in these Declarations or adopted from time to time by the Association. No such Rules or Regulations shall be established which violate the intention or provisions of this Declaration and the Association Documents.

2.6. Voting Rights. The Owner or Owners shall be entitled to one (1) vote for each Condominium Unit owned. Membership in the Association and the vote with respect to any Condominium Unit shall be appurtenant and may not be separated from the ownership of that Condominium Unit. 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 per Condominium Unit as herein provided and fractional votes shall not be allowed. If such Owners cannot agree as to how to cast their vote when they are required to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a certain membership, it will thereafter be conclusively presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the membership, unless objection to such vote is made to the chairperson of the meeting at the time the vote is cast. If more than one vote is cast for any particular Condominium Unit, none of such votes shall be counted and all of such votes shall be deemed null and void.

Any Director shall be elected by the affirmative vote of a majority of the Owners present in person or by proxy at a meeting at which a quorum is present called for the purpose of electing such Director(s). Cumulative voting shall not be allowed in the election of members of the Board of Directors or for any other purpose. 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 such ownership.

2.7. Purposes. The Owners 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 of 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 easements created hereby;
 - (iii) levy, collect and enforce the assessments, liens, charges and penalties imposed pursuant hereto;
 - (iv) subject to the provisions below, appoint members to the Architectural Review Committee with the goal of ensuring that all improvements within the Property are constructed in accordance with Design Standards adopted by such Architectural 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 these Covenants, Conditions and Restrictions and the Rules and Regulations;
- (ii) adopt and amend budgets for revenues, expenditures and reserves, and collect annual, special and default assessments;
- (iii) hire and fire managing agents and other 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 of 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 suit 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 officers and directors 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. **Note: the neighboring Aspen Park at Mountain View Meadows Subdivision has the right, as a Planned Unit Development approved by the Helena City Commission, to place at all entrances to the subdivision "entrance signs" up to 50 square feet in area on each side, (which square footage does not include structures supporting the entrance signs).**
- (xv) provide or procure landscaping services within the Property;
- (xvi) plan, arrange and hold recreational activities for the benefit of Owners, residents and their guests;
- (xvii) become a member of another condominium owners' association or other similar associations;
- (xviii) exercise any other powers expressly or implicitly conferred on it by the Association Documents or any of them;
- (xix) exercise all other powers that may be exercised in Montana by nonprofit corporations; and
- (xx) exercise any other powers necessary or proper for the governance and operation of the Association.

2.9. Personal Liability and Indemnification.

- (a) No officer, director, employee, agent or committee member of the Association (including the Architectural Review Committee) shall be personally liable to the Association or any Owner for any injury, damage, loss, cost or expense suffered or incurred by reason of any act or omission of such officer, director, employee, agent or committee member unless a court of competent jurisdiction finds that the act or omission of such officer, director, employee, agent or committee member was wanton.
- (b) The Association shall indemnify and hold harmless each present or former officer, director, employee, agent or committee member of the Association against any and all claims, suits, proceedings, injuries, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and disbursements, asserted against or incurred by any such present or former officer, director, employee, agent or committee member to the fullest extent permitted by the Association Documents.

SECTION 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (i) Monthly assessments 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 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 such 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 and other assessments with respect to 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 one Owner) shall be \$ 120 ⁰⁰/₁₂₀ 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 Directors of the Association to amend this Declaration in order to change the amount of the monthly assessments.

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 Owners and occupants of the Property, for the expenses and charges for operating the Association and the Architectural Review Committee, for maintenance and repair of common areas and open space maintained by the Association, including without limitation weed management and any other charges or assessments for any legitimate purpose imposed by the Association, and the cost of labor, equipment, materials, 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 change 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 member, 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 of the fines, 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 or 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 Assessments when required by the Association.

3.4. Special Assessments 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 any construction, reconstruction, repair, improvement or replacement of the common areas or open space or a capital improvement upon property owned or maintained by the Association, including fixtures and personal property related thereto, provided that any 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 for Action. A meeting of the Members of the Association for the purpose of levying of a Special Assessment under Section 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 fix the amount of the monthly assessment against each Condominium Unit by December 1 of each year. Written notice of any change in the monthly assessment shall be sent to every Owner subject thereto. The Board of Directors shall prepare a proposed annual budget setting forth the expected monthly assessments for the upcoming year, which proposed budget shall be presented to the members for approval at the annual meeting of the members of the Association. 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. **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 Owners 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property owned or maintained by the Association or by abandonment of such Owners Condominium Unit.

In addition to the foregoing, any member of the Association who is not current in dues or assessments imposed pursuant to this Section shall lose their voting privileges until such dues or assessments are brought current.

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.** However, 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 or from the lien thereof or effect the personal liability of the Owner of the Condominium Unit at the time the assessment accrued.

SECTION 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 that is not maintained by the City of Helena, including without limitation weed management, annual maintenance, signage and lighting, and snow removal. 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.

SECTION 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 allowed without the Developer's express written permission, which permission may be denied by the Developer for any reason.**

Note: the neighboring Aspen Park at Mountain View Meadows Subdivision has the right, as a Planned Unit Development approved by the Helena City Commission, to allow residential structures in R-2 and R-3 zoning that may be up to 35 feet in height (to the mid-point of the gable), as defined by the City of Helena zoning ordinance and related documents.

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

5. 3. Commercial Uses. No Condominium Units may be used for commercial purposes, except as follows:

Home Businesses. Small home businesses conducted in the Condominium Unit are permitted, so long as such business complies with all City of Helena rules and requirements. Such allowed home businesses include activities such as crafts, studios, offices for professional or consulting businesses and similar type of family businesses. **All such home businesses shall be clearly incidental to the use of the Condominium Unit as a**

Single family Condominium Unit, 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. Such businesses shall be conducted in a manner that does not infringe upon the right of neighboring residents to enjoy the peaceful occupancy of their Condominium Units for which purpose the residential area was created and primarily intended. Such businesses shall not cause an unreasonable amount of traffic to be directed to the business, and at no time shall more than two automobiles from employees or customers be parked next to the Condominium Unit. No noise, light, odor or other noticeable consequence of the home business may be discernible from adjacent Condominium Unit owned by Developer as a sales office, sales model, property management office or rental office.

Note: the neighboring Aspen Park at Mountain View Meadows Subdivision, as a Planned Unit Development approved by the Helena City Commission, permits both churches and schools (as defined by the City of Helena zoning ordinance and related documents) in residential areas.

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:

(a) 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 public health unit. The existence and risk of Radon can be evaluated through appropriate soil tests. If found, the risks from Radon can be mitigated through Radon abatement techniques incorporated into the structure.

(b) 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.

(c) 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 material shall have a Class A Fire Rating, and no wood roofing materials shall be allowed. No wood burning heating devices are allowed.

(d) 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 and in accordance with the Subdivision Regulations for the City of Helena.

5.5. Restrictions of Further Subdivision of Condominium Units. The Property may not be further subdivided except by the Declarant. In the event an Owner of two or more adjoining Condominium Units consolidates such Condominium 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 for each original Condominium Unit, and for purposes thereof such Condominium Units, shall be considered as the number of Condominium Units as originally configured by the Declarant.

5.6. Fences.

Fences. Fences must be of an approved design, and may not be constructed without the prior written approval of the Architectural Review Committee.

The Architectural Review Committee has determined that all fences constructed in The Condominiums at Craftsman Village, if any, must be constructed of approved materials and must be constructed pursuant to specific design standards.

The Architectural Review Committee may make specific exceptions to this policy, in their sole discretion, on a case by case basis.

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through

the drainage channels in the easements. The easement area and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority is responsible.

5.7. Set Backs. All Condominium Units and driveways must be set back as required by City of Helena ordinances from any boundary line common to another Condominium Building and from any road right-of-way. Declarant may make specific exceptions in writing to these setbacks if those exceptions do not conflict with City of Helena ordinances.

5.8. Sanitation Requirements. No outside toilets or privies shall be permitted on any Condominium Unit, except during periods of construction. All toilet facilities must be part of the residence or other structure and shall be of modern flush type and connected with the City of Helena sanitary sewer system.

5.9. Storage of Vehicles, Boat and Recreational Vehicles. No more than two Vehicles may be stored or parked outside on any Condominium Unit at any time, other than short-term guest parking. At no time shall inoperable vehicles of any kind be stored or repaired outside of a garage or on any portion of a Condominium Unit, nor may any three wheeler, motorcycle, four wheeler, tractor, farm equipment, camper, snowmobile, jet ski, wave runner, boat, bobcat, backhoe, construction equipment, plow, trailer, recreational vehicle, commercial vehicle or equipment of any kind be stored outside of any Condominium Unit or on a public road adjacent to any Condominium Unit.

5.10. Rubbish. No rubbish, trash, garbage or other waste may be allowed to accumulate outside of any Condominium Unit and all garbage and waste shall be kept in sanitary containers, which shall be emptied on a weekly basis. No part of any Condominium Unit may be used as a Junk Area or for the accumulation of unsightly items. All storage on the Condominium Unit must be indoors. **Garbage cans shall not remain outside of a garage or residence unless it is a scheduled garbage collection day.**

5.11. Signs.

Condominium Units. The provision of this Section apply to all Condominium Units. The following signs are allowed, provided those signs are permitted by the City of Helena:

- (a) temporary construction signs;
 - (b) one (1) sign for the owner to advertise his home or Condominium Unit for sale;
 - (c) one (1) sign not to exceed two (2) square feet in size advertising a home business and such sign must be placed inside a window of the Condominium Unit;
-

- (d) any sign erected by the Declarant or the Association necessary to give directions;
- (e) any sign erected by the Declarant or the Association necessary to advise of Rules and Regulations;
- (f) any sign erected by the Declarant or the Association necessary to caution or warn of danger; and
- (g) as may be required by law.

In addition, Declarant may erect signs to advertise and otherwise sell Condominium Units or homes constructed by the Declarant.

Any permitted signs are subject to review and approval by the Architectural Review Committee.

Address Plaques or Numbers. The Association shall display and maintain for each Condominium Unit an address plaque or numbers in accordance with City of Helena subdivision requirements and as approved by the Architectural Review Committee.

5.12. Open Space No construction of any kind shall take place on the Open Space with the exception of the Roads or Private Roadways designated on the Plat. No motorized machine or Vehicle of any kind may be operated in this area by any Persons except on Roads or Private Roadways.

5.13. Motorized Access to Adjacent Lands. No person may access lands adjacent to the Property with a motorized machine or Vehicle of any kind except over platted Roads or Private Roadways.

5.14. No Unsightliness. No unsightliness shall be permitted by any Condominium Unit. Without limiting the generality of the foregoing:

- (a). All unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structures;
 - (b). Refuse, garbage and trash shall be kept in a covered container at all times and any such container shall be kept within an enclosed structure, except on the specific day that said refuse, garbage or trash is collected;
 - (c). 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 in writing by the Architectural Review Committee.
 - (d). The Association shall ensure that all lawns are grass or other approved landscape materials, and that all landscaped areas are kept neat, clean and clipped. All lawns shall be irrigated or sprinkled so as to maintain an attractive appearance, subject to requirements or restrictions by the City of Helena.
-

5.15. Restriction on Operation of Vehicles. No Vehicle (other than lawnmowers) shall be operated within or on the Condominium Units or Conservation Area except on approved Roads and Private Roadways unless otherwise specifically permitted by the Rules and Regulations.

5.16. Animals. Common domestic pets, such as cats and dogs, up to two per Condominium Unit, may be kept in any Condominium Unit. Dogs shall not be permitted to roam, and must be restrained. Such animals shall not be permitted to become a nuisance, or annoyance to the neighborhood. Animal manure shall be removed from the premises or otherwise disposed of so as not to become obnoxious, offensive or a nuisance to surrounding residents. No animals, livestock or poultry shall be kept, bred or maintained for any purpose. Any animals kept by an Owner must be kept within the boundaries of the Owner's Condominium Unit. No pet may be kept which abnormally or unreasonably interferes with the rights, comforts or convenience of other Owners. No Condominium Units are approved for horses, cows, sheep, goats, pigs, chickens, ducks, geese, lamas, rabbits or any other livestock. No wild animal, reptile or bird may be trapped, transported, kept or maintained anywhere within the Condominium development, except for (a) animal control activities of authorized governmental entities or their licensed contractors and (b) activities of Owners to trap rodents for the purpose of removal or destruction. **If any Owner violates this provision, the Association may take such action as necessary in its judgment to cause the removal and relocation of any animals involved in the 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 at law.** In no event shall any Owner store food or garbage outside of a Condominium Unit in a location accessible to wildlife or otherwise engage in other activities which may create an attractive nuisance for wildlife species.

5.17. WINDOW COVERINGS. Windows may be covered only by drapes, shutters or shades and cannot be painted or covered by foil, cardboard, sheets, bedding material or similar materials. No appliances, such as air conditioners, may be installed in windows or other openings.

5.18. LANDSCAPING. Landscaping plans or projects must be approved in advance by the Architectural Review Committee. No landscaping may impair sight lines for adjacent roadways.

SECTION 6: PROTECTIVE COVENANTS: ARCHITECTURAL REVIEW

6.1. Purpose. The following protective covenants are designed to provide a uniform plan for the development of the Condominium Units and the 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 stability of this Development.

6.2. Requirement of Review by Committee. No construction, improvement, or alteration of or affecting the external appearance of any Condominium Building, fences, walls, or similar improvements, and no landscaping, wire, pipe, utility line, well, Private Roadway, driveway or walkway or similar improvements shall be made, erected, altered, placed or permitted to remain upon the Property until a site plan and elevations showing the design, location, material, color and exterior finish shall have been submitted to and approved in writing by the Architectural Review Committee in accordance with the Design Standards. The Architectural Review Committee shall be entitled to charge a reasonable fee with respect to the review of any plans or elevations as set forth in the Design Standards. This review fee may be changed by resolution of the Architectural Review Committee at one of its meetings. Approval of the Architectural Review Committee shall be secured prior to application for a building permit, or construction of any structure or building on the Property.

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

6.4. Design Standards. The Architectural Review Committee shall publish Design Standards that will set forth the procedures and criteria for review of improvements to be constructed or installed on any Condominium Unit on the Property, and for review of landscaping plans. The purpose of these Design Standards is to achieve and maintain the aesthetic goals of the Subdivision, and to protect the community as a whole against non-conforming designs or construction that is substandard in quality. Failure to follow procedures or criteria set forth in the current published Design Standards shall form an adequate basis for rejection of the submitted plan; provided, however, that this requirement shall not be construed as preventing Declarant or the Architectural Review Committee, at their option, from waiving or amending the Design Standards at any time or with respect to any application. **Failure to follow such procedures or criteria set forth in the Design Standards shall be deemed a breach of this Declaration by such Owner and shall entitle the Association or the Architectural Review Committee to exercise and pursue the rights and remedies provided herein with respect to such breach.**

6.5. Approval or Disapproval by Committee. If the Architectural Review Committee fails to approve or disapprove any plan, elevation or proposal within thirty (30) days after all of the requirements set forth in the Design Standards have been submitted to it, such submittal shall be deemed denied. Any approved plan, elevation or proposal shall permit the Owner to commence construction in accordance with said plan, elevation or proposal. **Any deviation from said plan, elevation or proposal shall be corrected**

to conform with the plan, elevation or proposal as submitted. Any structure to be erected in accordance with approval so given must be commenced within one (1) year of approval, or a new approval must be obtained. If the exterior of any building is begun and is not completed within six (6) months of the commencement of construction, and in the judgment of the Architectural Review Committee is of offensive or unsightly appearance, then the said Architectural Review Committee or the Directors of the Association, at the option of either, may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, installation of screening or covering of the structure, or any combination thereof; and the amount of any expenditures made in so doing shall be a lien on the property and may be enforced by an action at law.

6.6. Authority of Committee. The Architectural Review Committee may act by a majority of its members and any authorization or approval made by the Architectural Review Committee must be signed by the chair of the Architectural Review Committee. A majority vote of the Committee may designate a representative(s) to act in the place of the Committee. **The Architectural Review Committee shall have sole and exclusive power to enforce compliance with the Design Standards, and in that regard, shall have the authority to levy and collect fines (including incremental fines for repeat offenders), impose liens, or sue for damages or injunctive relief. Notwithstanding anything to the contrary contained herein or in any other Association Document, no Owner shall have the right to enforce or seek enforcement of the conditions or restrictions contained in the Design Standards except by bringing such violation to the attention of the Architectural Review Committee.**

6.7. Restoration of Condominium Unit. Upon completion of the reconstruction of any Condominium Unit, the Owner shall to the greatest extent possible and in compliance with the Design Standards restore the Condominium Unit to a finished Condominium Unit. The Owner must complete said restoration within one hundred twenty (120) days following the commencement of any reconstruction on any Condominium Unit or as soon thereafter as reasonably possible. **If the restoration is not completed within said time frame, then any expenditures made by the Architectural Review Committee or Association for such restoration shall be a lien on the property and may be enforced by an action at law.**

6.8. Inspection of Projects. The Architectural Review Committee or its designated representatives 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 Architectural Review Committee or its designated representatives may, during normal business hours and 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 Architectural Review Committee 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 Regulations or applicable law are not corrected or**

reconciled within ten (10) days after written notification specifying such deviations, or within such lesser period of time as is specified by the Architectural Review Committee in such notice to the Owner. The Architectural Review Committee shall have the authority to levy and collect Default Assessments for such deviations, including, without limitation, incremental monetary fines for the occurrence of repeated violations.

6.9. Review Board Not Liable. The Declarant, the Association, the members of its Board of Directors, its officers, the Architectural 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 this Section 6, nor for any defects in construction pursuant to such plans and specifications, nor for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural 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 judgment, 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 Architectural Review Committee for approval agrees, by 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 any such damages. Approval of plans, specifications, or submittals by the Architectural Review Committee shall not constitute an approval, ratification, or endorsement of the quality of 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 this 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.

SECTION 7: GENERAL RESTRICTIONS THAT APPLY TO ALL PROPERTY SUBJECT TO THESE COVENANTS

7.1. Maintenance of Property. Each Condominium Unit Owner shall maintain his Condominium Unit and improvements in good repair and appearance at all times. **Each Building Association shall be responsible for control and removal of noxious weeds consistent with the approved weed management plan for the Development.** The Property shall be irrigated or sprinkled, all yard area maintained in a neat, clean and clipped condition.

7.2. No 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 on any Condominium Unit or any portion of the Property which is or may become a nuisance to others.

7.3. No 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.

7.4. No Annoying Lights, Sounds or Odors. No light shall be emitted from any Condominium Unit or the Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any 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 the Property which are noxious or offensive to others.

SECTION 8: ENFORCEMENT

8. 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.

SECTION 9: ADDITION AND EXCLUSION OF REAL PROPERTY

9.1. 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 should be included as a part of the Property, (c) the legal description of the real property to be added, and (d) a statement that the property to be added shall be subject to and governed by the provisions of this Declaration. Upon the recording of such instrument, (i) the real property described therein shall thereafter be part of the Property and shall be governed by all of 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 its entirety.

9.2. 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) a legal description of the real property to be excluded, (b) a statement that such real property is owned by Declarant, and (c) a statement that said 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.

SECTION 10: EASEMENTS AND LICENSES

10.1. 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 the 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 cable, drainage, and irrigation.

10.2. 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.

SECTION 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 a 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 hereafter 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 the Declarant.

11.3. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment 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 provision 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 acknowledged 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, R AND D PARTNERS LLC owns any Condominium Unit in the Property, then the consent of R and D Partners, LLC 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 Condominium Owner and shall be binding on such Condominium Owner or his or her 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 lien 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 periods 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 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 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 Enforce. Neither Declarant, nor the Architectural Review Committee, nor any member, agent or employee of any of the same shall be liable to any party for any action or for 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 development of THE CONDOMINIUMS AT CRAFTSMAN VILLAGE 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.

SECTION 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 or assessments is junior and subject to any valid Mortgage, encumbrance, or security interest in any Condominium Unit.

IN WITNESS WHEREOF, R AND D PARTNERS, LLC HAS SIGNED THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THE DATE SET FORTH IN THE ACKNOWLEDGEMENT.

R AND D PARTNERS LLC,
A Montana Limited Liability Company

Mark L Runkle
By: Mark Runkle, Managing Member

*State of Montana
City of Lewis + Clark
Subscribed before me on this
19th day of September 2014 by
Mark Runkle.*

Josie M Madsen

