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3272619 B: M49 P: 8278 COV
05/14/2015 03:06 PM Pages: 1 of 22 Fees: 154.00
Paulette DeHart Clerk & Recorder, Lewis & Clark MT



Mountain View Meadows

Single-Family Neighborhoods

Declaration of Covenants,
Conditions and Restrictions

May 14, 2015

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MOUNTAIN VIEW MEADOWS SINGLE-FAMILY NEIGHBORHOODS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS MOUNTAIN VIEW MEADOWS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS ("CC&R's") is made and entered into this _ day of May, 2015, by Mountain View Meadows LLC, DBA R & D Partners, a Montana limited liability company (hereinafter referred to as "Declarant")

WHEREAS, Declarant is the owner of real property located in the City of Helena, Montana, known as the Mountain View Meadows Single-Family Neighborhoods described on Exhibit A; and,

WHEREAS, Declarant desires to create several single-family residential neighborhoods on the Mountain View Meadows property which is consistent with smart growth initiatives.

WHEREAS, these Declaration 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:

Aspen Park at Mountain View Meadows Subdivision Phase A on 6/20/2008 File Number 3150186 in M Book 38, Page 5474, consisting of pages 1-2.

Aspen Park at Mountain View Meadows Subdivision Phase A on 6/20/2008 File Number 3150187 in M Book 38, Page 5475, consisting of pages 1-29.

Antelope Trace of Crossroads at Mountain View Meadows Subdivision Phase 2 on 6/17/2011 File Number 3206225 in M Book 43, Page 7564, consisting of pages 1-31.

Craftsman Village at Mountain View Meadows Subdivision Phase 1 on 5/26/2011. File Number 3205338 in M Book 43, Page 6745, consisting of pages 1-30.

NOW, THEREFORE, Declarant does hereby publish and declare that the Mountain View Meadows Single-Family Neighborhoods shall be subject to this Declaration of Covenants, Conditions and Restrictions which shall run with the land and shall be a burden and benefit to the Mountain View Meadows Single-Family Neighborhoods, Declarant and Declarant's successors, the Association, the Members and their successors, and all parties having any right, title, or interest in the land or any part thereof, their heirs, successors and assigns, all for the purposes set forth in Article II of this Declaration of Covenants, Conditions and Restrictions.

1. ARTICLE 1. DEFINITIONS

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

1.1 Actions of the Members

Actions of the Members are defined as follows:

- A. A "Meeting Action of the Members" is a majority of Member Votes at a duly called Annual or Special Meeting of the Members at which a quorum of twenty-five percent (25%) of the members are present.
- B. A "Majority Action of the Members" requires more than fifty percent (50%) of Member Votes.
- C. A "Super Majority Action of the Members" requires more than seventy-five percent (75%) of Member Votes. Any Super Majority Action of the Members must be in recordable form and signed by the required number of members, each of whose signatures shall be notarized.

1.2 Articles of Incorporation

The "Articles of Incorporation" are the Articles of Incorporation of Mountain View Meadows Single-Family Neighborhood Homeowners Association.

1.3 Association

The "Association" is the Mountain View Meadows Single-Family Neighborhoods Homeowner's Association, Inc., a Montana nonprofit corporation.

1.4 Board of Directors

The "Board of Directors" is the Board of Directors of the Association.

1.5 Declarant

The "Declarant" is Mountain View Meadows LLC, a Montana limited liability company, pursuant to its Articles of Organization dated June 24, 2003 and filed in the Office of the Secretary of State, State of Montana, on June 24, 2003. In addition it means its successors and assigns.

1.6 Declaration of Covenants, Conditions and Restrictions

The "Declaration of Covenants, Conditions and Restrictions" is the Mountain View Meadows Single-Family Neighborhoods Declaration of Covenants, Conditions and Restrictions.

1.7 Design Review Manuals

The "Design Review Manuals" are the individual Neighborhoods Design Review Manuals maintained at the office which is listed with the Montana Secretary of State as the Association's principal office.

1.8 Member

A "Member" is a Member of the Homeowner's Association who is an owner of record of a single family Fee Parcel. Please note that all multi-family home owners at Mountain View Meadows are NOT Members of this Association. They belong to a separate Condominium Association.

1.9 Member Vote

A "Member Vote" is one vote for each Fee Parcel Interest owned by a Member with respect to all Member Actions to be taken by a vote of the Members in accordance with this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation.

1.10 Person

"Person" means a natural person, a firm, association, corporation, trust, organization, partnership or company.

1.11 Plat

"Plat" means the Official Plat of the Mountain View Meadows as filed in the Office of the Clerk and Recorder of Lewis and Clark County, Montana.

1.12 Mountain View Meadows Single-Family Neighborhoods Land Categories

1.12.1 Association Fee Property

The "Association Fee Property" is the real property location in Mountain View Meadows subdivision in Helena, Montana, owned by the Association in fee simple.

1.12.2 Member's Fee Parcel

The "Member's Fee Parcel" is an individually-owned parcel of fee land depicted on the Plat.

1.12.3 Adjoining Member's Fee Parcels

"Adjoining Member's Fee Parcels" exists whenever they share a lot line where fifty percent (50%) or more of either parcel's lot line is coincident with the other parcel.

1.12.4 City of Helena Open Space, Parks and Road Right of Way Parcels

"The Open Space, Parks and Road Right of Way Parcels" are those parcels of land that have been, or will be dedicated to the City of Helena, Montana during the final plat process. These parcels and the City of Helena, Montana have no membership or voting rights within the Association.

1.13 Mountain View Meadows Single-Family Neighborhoods Homeowner's Association, Inc.

The "Mountain View Meadows Single-Family Neighborhoods Homeowner's Association" is a Montana nonprofit corporation pursuant to its Articles of Incorporation dated September 11, 2009 and filed for record in the office of the Secretary of State, State of Montana on September 11, 2009.

1.14 Montana Nonprofit Corporation Act

The "Montana Nonprofit Corporation Act" means Montana Statutes may be amended in the future.

2. ARTICLE II. PURPOSES

Mountain View Meadows Single-Family Neighborhoods Homeowner's Association shall be used to achieve the following purposes of this Declaration of Covenants, Conditions and Restrictions all for the benefit of the Members, now and in the future:

- A. To administer and enforce the Covenants, Conditions and Restrictions.
- B. To enforce the Design Guidelines as established for each separate neighborhoods area through a Design Review Committee.
- C. To maintain and manage the landscape, trails and other amenities within the Association Fee Property; and as needed within the City of Helena Open Space, Parks, and Road Right of Way parcels.
- D. To levy, collect and enforce the imposed assessments, liens, charges and penalties in order to complete items A. B. and C. above.

3. ARTICLE III. AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

- A. At any time before ninety-five percent (95%) of Fee Parcels have been sold by Declarant, this Declaration of Covenants, Conditions and restrictions may be amended only with the unanimous vote of the Declarant. When more than ninety-five percent (95%) of the total number of Master Planned (and subsequently final platted) residential lots have been sold by Declarant, this Declaration of Covenants, Conditions and Restrictions may only be amended by a Super Majority Action of the Members. Such amendments shall be in recordable form, signed by the Super Majority Members, each of whose signatures shall be notarized. Such amendments shall only become effective upon filing of such amendments with the Office of the County Clerk and Recorder, Lewis and Clark County, Montana.
- B. This Declaration of Covenants, Conditions and Restrictions may not be amended in a manner that would deprive any Member of legal ingress and egress to a Member's Fee Parcel, Association Fee Property or any type of publically owned open space interests.
- C. This Declaration of Covenants, Conditions and Restrictions may not be amended to reduce or add to the number of Fee Parcels, to impose any additional obligations on Declarant or to reduce, diminish or restrict Declarant's rights under this Declaration of Covenants, Conditions and Restrictions without the express written consent of Declarant, in recordable form, filed in the Office of the County Clerk and Recorder, Lewis and Clark County, Montana.

- D. This Declaration of Covenants, Conditions and Restrictions has been recorded by the County Clerk and Recorder, Lewis and Clark County with the understanding that amendments made pursuant to this Article III shall not require the approval of the City of Helena Commission or Lewis and Clark County.
- E. This Declaration of Covenants, Conditions and Restrictions may not be amended in a manner which is inconsistent with the Mandatory Covenants attached in Exhibit "C".

4. ARTICLE IV. MOUNTAIN VIEW MEADOWS SINGLE-FAMILY NEIGHBORHOODS HOMEOWNER'S ASSOCIATION, INC.

4.1 Organization

The Mountain View Meadows Single-Family Neighborhoods Homeowner's Association, Inc. is a Montana nonprofit corporation, organized under the Montana Nonprofit Corporation Act for the following purposes:

- A. To own the Association Fee Property and to manage and maintain the Common Lands for the benefit of the Members in accordance with this Declaration of Covenants, Conditions and Restrictions.
- B. To implement and enforce this Declaration of Covenants, Conditions and Restrictions for the benefit of the Members.
- C. To exercise the Homeowner's Association's corporate powers in accordance with and as limited by the Montana Nonprofit Corporation Act and the Articles of Incorporation for the benefit of the Members.

4.2 Governing Authority

The Homeowner's Association shall have the right to address, plan for, provide services for, and manage, for the benefit of the Members, any item in order to achieve the Purposes outlined in Article II of this Declaration of Covenants, Conditions and Restrictions. This authority shall extend to any item(s) supplemented and/or amended from time to time in the future by the Homeowner's Association and the Design Review Committee appointed by the Board of Directors in order to implement and enforce their provisions, policies and terms.

4.3 Membership

The Homeowner's Association is a membership association without certificates or shares of stock. The Members of the Homeowner's Association are those person, including Declarant, who are the owners of the Fee Parcels. An owner of a Fee Parcel may not resign as a Member. Membership in the Homeowner's Association is appurtenant to the Association Fee Property and may not be separated from the Fee Parcel Interests. Membership in the Homeowner's Association shall automatically terminate when a Member ceases to be an owner of a Fee Parcel and associated Association Fee Property.

4.4 Members Subject to Articles of Incorporation

Every Member is subject to the Articles of Incorporation.

4.5 Member Votes

In all Actions of the Members, each Member is entitled to one Member Vote for each Fee Parcel Interest owned by the Member.

4.6 Amendment of the Articles of Incorporation

The Articles of Incorporation may be amended pursuant to Montana Statute except, however, no amendment which is inconsistent with this Declaration of Covenants, Conditions and Restrictions is

permitted unless this Declaration of Covenants, Conditions and Restrictions is also similarly amended in accordance with Article III of this Declaration of Covenants, Conditions and Restrictions.

5. ARTICLE V. CONDITIONS AND RESTRICTIONS

5.1 Subdivision and Adjacent Land Use

- A. Neither the Fee Parcel nor the Homeowner's Association Property shall be divided, subdivided, parceled or partitioned in any manner.
- B. Lot owners and residents of the subdivision are informed that nearby land uses may be different than Mountain View Meadows Single-Family Neighborhoods and may include multi-family housing, commercial uses, industrial uses, offices, mixed use buildings, churches, schools, parks, trails and open spaces, utility easements or adjacent agricultural lands. Lot owners accept and are aware that the adjacent lands may result in traffic, noise and uses that are different than that of their residential fee parcels.

5.2 Community Roads

- A. Community Roads shall be located within the Public Right-of-Ways described on the Plats on file with the Clerk and Recorder of Lewis and Clark County, Montana.
- B. All Community Roads are public and shall be maintained by the City of Helena, Montana.
- C. Community Roads shall be built and maintained in accordance to City of Helena, Montana standards.
- D. All traffic on Community Roads shall observe the posted speed limits.

5.3 Utilities for Member's Fee Parcels

Natural Gas, Electrical Power and various telecommunication services shall be provided by Declarant within road right-of-ways that are indicated on the Plat. All utilities shall be underground except for electrical transmission lines as installed by the Declarant and surface equipment as required for distribution, metering and maintenance.

5.4 Refuse

Refuse, garbage and trash outdoors shall be kept at all times in covered, animal-resistant containers, and such containers shall be kept within an enclosed structure, or within a garage. Any service areas or temporary storage shall be appropriately screened from view. No lumber, scraps, building material refuse, junk or trash shall be kept, stored or allowed to accumulate on or around any Member's Fee Parcel. Vegetative matter may be composted and utilized on site if appropriately managed.

5.5 Potable Water Supply

Each Member will be provided with access to the City of Helena, Montana public water supply system.

5.6 Sewage Disposal

Each Member will be provided with access to the City of Helena, Montana public sewage disposal system.

5.7 Surface Water Rights

The Declarant and Association may own and manage Surface Water Rights that are appurtenant to the land; however no individual Member or Member's parcel shall own any water rights within their individual fee parcel.

5.8 Sand and Gravel Resources

No mining or extraction of sand and gravel is permitted except by the Declarant for purposes of building roads, utilities, various amenities including, but not limited to, trails and parks; and for sale from time to time on the open market.

5.9 Firearms and Hunting

Shooting of firearms and hunting of any kind is not permitted by any Member in accordance with State of Montana and City of Helena, Montana regulation. However, the Declarant and subsequent Association reserve the right to manage wildlife, pests and invasive species in accordance with all applicable Montana Department of Fish, Wildlife and Parks regulations and City of Helena, Montana codes.

5.10 Privacy and Noise

Recreational and other uses by Members and their guests on any fee parcel, Association fee property and other open spaces at Mountain View Meadows shall not materially detract from a sense of privacy for the other Members on their Fee Parcels.

5.11 Off Road Vehicles

No snowmobiles, ATV's, or other motorized off-road vehicles may be used at any time on the Common Lands, trails, sidewalks, roads, alleys or access drives except for snow removal and other maintenance activities.

5.12 Home Occupation

Member's Fee Parcels shall be used only for residential purposes, except for home occupations, secondary to residential use, are permitted that are not inconsistent with this Declaration Covenants, Conditions and Restrictions. A home occupation is an occupation, business, or activity that is carried on entirely within a residence and is incidental and secondary to the use of the premises as a residence per City of Helena code.

6. ARTICLE VI. MEMBERS' EASEMENT OF ENJOYMENT ON OPEN SPACE LANDS

6.1 Members' Easement of Enjoyment

This Declaration of Covenants, Conditions and Restrictions hereby creates for the benefit of the Members, the Members' Easement of Enjoyment in the Mountain View Meadows Association Fee Open Space properties with the following provisions:

- A. The Members' Easement of Enjoyment is subject to all of the provisions of this Declaration of Covenants, Conditions and Restrictions.
- B. The Members' Easement of Enjoyment is subject to the Articles of Incorporation.
- C. The Members' Easement of Enjoyment shall pass with title to the Fee Parcel.
- D. The Members' Easement of Enjoyment is a non-exclusive easement.

6.2 Burden of the Members' Easement of Enjoyment

The limit of the burden on the Open Space which may be imposed by the use and exercise of any Member's Easement of Enjoyment is the burden associated with use and exercise of a Member's Easement of Enjoyment by a typical family.

7. ARTICLE VII. OTHER EASEMENTS

7.1 Trail Easements

Declarant hereby grants, for the benefit of the Members, a non-exclusive easement, appurtenant to the Fee parcel Interests, over and across Association Fee open spaces and trails.

7.2 Emergency Access Easement

Declarant hereby grants a non-exclusive license for emergency ingress and egress over and across all Association fee lands to all police, sheriff, fire protection, ambulance and other emergency agencies and personnel for the purpose of carrying out their public duties.

8. ARTICLE VIII. INTERPRETATION OF THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The provisions of this Declaration of Covenants, Conditions and Restrictions shall be liberally construed to effectuate its purposes. Except for judicial construction, Declarant shall, until the sale of ninety-five (95%) of the Master Planned Fee Parcels, have the exclusive right to construe and interpret the provisions of this Declaration of Covenants, Conditions and Restrictions which right shall be exercised in good faith. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions hereof by declarant, and thereafter by the Association, shall be final, conclusive and binding.

9. ARTICLE IX. DESIGN REVIEW

9.1 Structures

All buildings, structures, renovation, additions, painting, fencing, landscaping and other improvements on any lands within Mountain View Meadows Residential Communities shall be subject to and shall conform to the Design Review Manuals and this Declaration of Covenants, Conditions and Restrictions. It should be noted that the Declarant has provided individual (different) neighborhood Design Review Manuals for each specific neighborhood area as shown on the map in Exhibit A. In addition, any proposed future alterations/improvements to a parcel owner's home or property that may change the original appearance of the home, parcel or neighborhoods intent must be submitted to the Design Review Committee for review prior to commencing any improvements.

9.2 Exterior Lighting

All Exterior lighting on Mountain View Meadows Residential Communities shall be designed to limit or avoid light pollution, consistent with the goals and recommendations of the International Dark-Sky Association. "Dark Sky" principles including avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste. All residential exterior lighting and landscape lighting shall be in conformance with the guidelines set forth in the Design Review Manuals. In addition, each garage along an alley should have a minimum of one wall fixture on a photo cell. It is intended that each light will automatically come on at dark and remain on until sunrise the next morning.

9.3 Enforcement

The Homeowner's Association shall implement and enforce the intent and terms of the Design Review Manuals in accordance with this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation. The Homeowner's Association's enforcement rights, provisions and procedures shall be specified in the Design Review Manual, and may include but not be limited to warnings, fines, Limited Special Assessments, suspension of the Members' Easement of Enjoyment, liens or other legal or equitable rights and remedies. The Association shall retain the right to apply these enforcement guidelines as it deems most appropriate.

10. ARTICLE X. ASSOCIATION FEE LANDS AND OPEN SPACE USE

10.1 Use and Operation

The Homeowner's Association shall govern the use and operation of the Association Fee Lands and Open Space in accordance with this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation.

10.2 Reasonable Regulation

The Members shall have the right to enjoy all of the recreational opportunities on the Association Fee Lands and Open Spaces at Mountain View Meadows, subject however to reasonable use that limits impacts to the natural environment, amenities and landscape.

10.3 Guests

The Homeowner's Association has the absolute right to reasonably limit the number of guests, as well as to determine what constitutes a guest, of Members who many use the Common Lands.

11. ARTICLE XI. ASSOCIATION ASSESSMENTS

11.1 Annual Assessments

Each Member, except the Declarant, by acceptance of a Warranty Deed to a Fee Parcel, covenants and agrees to pay the Homeowner's Association Annual Assessments, Special Assessments, Limited Special Assessments, and User Fees (all referred to as "Assessments") in accordance with this Article VII of this Declaration of Covenants, Conditions and Restrictions. The Declarant shall not be liable to the Association for Annual Assessments or Special Assessments.

11.2 Purpose of Annual Assessments

An Annual Assessment shall be levied uniformly against all Fee Parcels based upon an annual budget approved by the Homeowner's Association for the purpose of paying annual expenses, including, but not limited to, reserves for operating deficiencies, a sinking fund for capital improvements, maintenance of Improvements, professional fees or employee salaries, utilities, fuel, taxes, insurance, other expenditures for benefit of the members, and any other costs or expenses reasonably determined by the Association to be the subject or an Annual Assessment.

11.3 Establishment of Annual Assessment Period

The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year. The Homeowner's Association may change the Assessment Period. The Homeowner's Association shall fix the amount of Annual and/or Special Assessments at least thirty days in advance of the end of each Assessment Period. Written or electronic notice of Annual or Special Assessments shall be sent to each Member at least thirty (30) days before the Assessment is due. Failure of the Association to timely fix the amount of the Annual or Special Assessments, or to send a bill to any Member, shall not relieve the Member of liability for payment. The due dates for payment of any Assessments shall be established by the Homeowner's Association.

11.4 First Annual Assessment Period and First Annual Assessment

The First Annual Assessment shall be due and payable to the Association at closing on a Fee Parcel. It shall be prorated to the 1st of January of the following year.

11.5 Subsequent Annual Assessments

The amount shall be One Hundred and Twenty Dollars (\$120) per Fee Parcel per year payable in advance on or before the 31st of January. A late fee of ten dollars (\$10) per month will be added after the 31st of January. The annual assessment may be raised by no more than ten percent (10%) per year

without approval by a Majority Action of Members. Annual assessments shall be reasonably increased as needed to provide and maintain Association common amenities including but not limited to: medians, entry signage, trails, ponds and other features.

11.6 Special Assessments

In addition to the Annual Assessment authorized above, the Association may levy uniformly against each Fee Parcel Interest, in any Assessment period, Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, or for any other extraordinary expenses or capital costs, provided that any Special Assessment in excess of Two Hundred and Fifty Dollars (\$250) per Fee Parcel Interest shall be approved by a Majority Action of the Members.

11.7 Limited Special Assessments

Members shall be liable for any damage to the Association Fee Lands arising from the negligence, intentional conduct, nuisances, or other cause of the Member or such member's employees, guests, agents, contractors, or lessees. The responsible Member shall pay for the costs and expenses of repair, replacement and/or restoration of any damage to the Common Lands or the remediation of any nuisance. Unless otherwise agreed by the Homeowner's Association and the responsible Member, all repairs, replacement, restoration, or remediation shall be performed by the Homeowner's Association, or a contractor selected by the Association. The Homeowner's Association shall send an itemized invoice of the work performed to the responsible Member. Such invoice shall constitute a "Limited Special Assessment" by the Homeowner's Association, due and payable within thirty (30) days of the date the invoice is delivered or mailed to the responsible Member or at such time and upon such terms as are agreed to in writing by the Homeowner's Association and the responsible Member.

11.8 Assessment Lien

Assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorney fees, shall be secured by a continuing lien and servitude (the "Assessment Lien") on the Fee Parcel Interest to which they relate in favor of the Homeowner's Association. The Assessment Lien shall also be the personal obligation of the Member. When a Member consists of more than one person, all such persons shall be jointly and severally liable for the Assessments.

11.9 Effect of Nonpayment

Any Assessment not paid when due shall be deemed delinquent and shall bear interest from and after the due date until paid at the rate of ten percent (10%) per annum. The delinquent Member shall be liable for all costs, including attorney fees, which may be incurred by the Homeowner's Association in collecting a delinquent Assessment. The Homeowner's Association may record a Notice of Delinquent Assessment against any Fee Parcel as to which an Assessment is delinquent. The Notice shall be executed by an officer of the Homeowner's Association, shall set forth the amount of the unpaid Assessment, the name of the delinquent Member and a description of the Fee Parcel Interest and shall, upon recording, constitute an Assessment Lien. The Homeowner's Association may bring an action at law against a Member personally obligated to pay the delinquent Assessment and/or foreclose the Assessment Lien against the delinquent Member's Fee Parcel Interest by judicial action or power of sale. No Member may waive, or otherwise avoid, liability for Assessments provided for herein by non-use of the benefits derived from Assessments. No delinquent Member shall be entitled to exercise its Member Vote in any Action of the Members until the delinquent Assessment is paid. Where Assessments due from any Member are more than six (6) months delinquent, the Homeowner's Association may temporarily suspend the delinquent Member's right to use or exercise of the Member's Easement of Enjoyment until the delinquent Assessment is paid.

11.10 Foreclosure

The Assessment Lien shall persist until paid in full and may be foreclosed by the Homeowner's Association in the same manner as foreclosure of a mortgage, by judicial action or power of sale, on real property upon the recording of a Notice of Delinquent Assessment as set forth in Article XI, Section 9 (11.9) of this Declaration of Covenants, Conditions and Restrictions. The Association shall be entitled to purchase the Fee Parcel at any foreclosure sale.

11.11 Priority of Liens

The Assessment Liens provided for herein shall be subordinate to liens for ad valorem taxes and first mortgage liens.

12.ARTICLE XII. ENFORCEMENT

The Homeowner's Association shall implement and enforce this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation. The Homeowner's Association's and/or Committee's enforcement rights, provisions and procedures shall be specified in the applicable Design Review Manual, and may include, but not be limited, to warnings, fines, Limited Special Assessments, suspension of the Members' Easement of Enjoyment, liens or other legal or equitable rights and remedies. The Homeowner's Association, or its designated Committee, shall retain the right to apply these enforcement guidelines as it deems most appropriate.

In addition, the Declarant, so long as the Declarant is a Member, the Homeowner's Association and Members shall each have the right to prosecute civil actions to enforce any of the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Manuals. In the event such civil action is instituted, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorney fees. The failure of the Declarant, the Homeowner's Association, or Members to insist upon the strict compliance with the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation of the Association Manuals shall not constitute a waiver or a relinquishment in the future of such provisions or the enforcement thereof.

13.ARTICLE XIII. REASONABLE MONETARY FINES

The Homeowner's Association shall have the right to impose on Members reasonable monetary fines for lack of compliance with the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation or the Design Review Manuals. Fair and reasonable regulations for the notice of, imposition and collection of such fines shall be established by the Homeowner's Association.

14.ARTICLE XIV. SALES ACTIVITIES BY DECLARANT

The Declarant reserves for Declarant and its sales agents and representatives the right of access to and the non-exclusive use of the Association Fee Lands in connection with marketing and sale of Fee Parcels. Such use by Declarant or its sales agents or representatives shall not unreasonably interfere with the Members' Easement of Enjoyment. The Homeowner's Association shall cooperate with Declarant in marketing and sale of Fee Parcels until ninety-five (95%) Fee Parcel Interests have been sold by Declarant. This Article XVIII of this Declaration of Covenants, Conditions and Restrictions cannot be amended without the express written consent of Declarant, in recordable form recorded in the Office of the County Clerk and Recorder, Lewis and Clark County, Montana.

15.ARTICLE XV. MISCELLANEOUS

15.1 No Dedication to the Public

This Declaration of Covenants, Conditions and Restrictions does not dedicate or transfer any part of or rights associated with the Mountain View Meadows Single-Family Neighborhoods to the public.

15.2 Provisions Incorporated in Deeds

All of the provisions of this Declaration of Covenants, Conditions and Restrictions shall be deemed to be incorporated in each warranty deed or other instrument by which any right, title or interest in any Fee Parcel is granted, devised or conveyed whether or not set forth in or referred to in such warranty deed or other instrument.

15.3 Condemnation of Fee Association Property

If any Fee Association Property is taken or condemned by any authority having the power of eminent domain, all compensation and damages on account of the take of the Fee Association Property, exclusive of compensation for consequential damages to affected Fee Parcel Interests, shall be payable to the Homeowner's Association and such proceeds shall be used promptly by the Homeowner's Association to the extent necessary for repair and reconstruction of remaining Fee Association Property in as substantial compliance with this Declaration of Covenants, Conditions and Restrictions as is reasonably possible. If there is an award in excess of the amount necessary to substantially repair or reconstruct such remaining Fee Association Property, such excess shall be retained by the Homeowner's Association for such uses as the Association deems appropriate.

15.4 Rule against Perpetuities

If any of the terms, covenants, conditions, easements, restrictions, uses, limitations or obligations created by this Declaration of Covenants, Conditions and Restrictions shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing like or similar time limits, such provision shall continue only for the period of one-hundred (100) years.

15.5 Severability

Any determination by any court of competent jurisdiction that any provision of this Declaration of Covenants, Conditions and Restrictions is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions of this Declaration of Covenants, Conditions and Restrictions.

15.6 Montana Law

This Declaration of Covenants, Conditions and Restrictions shall be construed and interpreted in accordance with the laws of the State of Montana.

15.7 Assignment

Declarant reserves the right to assign all of its right, title and interest in the Mountain View Meadows Single-Family Neighborhoods and all of its rights, duties, and obligations under this Declaration of Covenants, Conditions and Restrictions to any person or entity with or without notice to the Members.

16. ARTICLE XVI. INDEMNIFICATION

The Association has agreed to indemnify and hold harmless every officer, director and committee member of the Association, including, but not limited to, the members of the Board and the members of the Architectural Review Committees from and against any and all costs and expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceedings to which he or she may be a party, by reason of being or having been an officer, director or committee member of the Association, the Board or an ARC. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, willful misconduct or bad faith, with regard to the business of the Association or the ARC's. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association except to the extent that

they may be a Member of the Association, and the Association shall indemnify and forever hold each of said offers, directors and committee members free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member may be entitled. The Association may, as a part of the expenses of the Association, maintain adequate general liability insurance, and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available and deemed to be appropriate for the Association by its Board.

17. ARTICLE XVII. DECLARANT'S RIGHTS

The Declarant expressly reserves the sole and exclusive right and privilege, both for itself and its successors and assigns, to change, alter, modify or amend any of the terms, covenants and provisions of this Declaration or to grant a variance to or from any of the terms, covenants and provisions of this Declaration, without the consent or approval of the owners of Single Family Residential Lots within Pointe Comfort until the sale of ninety-five percent (95%) of the Master Planned Fee Parcels.

18. ARTICLE XVIII. DISCLOSURE STATEMENT AND MANDATORY COVENANTS

A Disclosure Statement is attached as Exhibit "B". Mandatory Covenants required are described on attached Exhibit "C"

19. ARTICLE XIX. TERM

The term of this Declaration of Covenants, Conditions and Restrictions shall be perpetual.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Mountain View Meadows Single-Family Neighborhoods Declaration of Covenants, Conditions and Restrictions this 14th day of May, 2015.

BY: MOUNTAIN VIEW MEADOWS LLC,


By: Mark Runkle, Managing Partner


STATE OF MONTANA)

) ss.

COUNTY OF LEWIS & CLARK)

The foregoing instrument was acknowledged before me this 14th day of May, 2015
by Mark Runkle who is the Managing Partner of Mountain View Meadows, LLC DBA R & D Partners a
Montana Limited Liability Company (developer of Mountain View Meadows Residential Communities).

Witness my hand and official seal.


Notary Public

My commission expires:

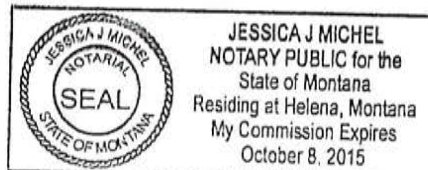


EXHIBIT "A"



MOUNTAIN VIEW MEADOWS

MASTER PLANNED COMMUNITY

FEBRUARY 2013

Developed By Mountain View Meadows, LLC

JOHN GORDON
1991
Real Estate & Design

EXHIBIT "B"

MOUNTAIN VIEW MEADOWS SINGLE-FAMILY NEIGHBORHOODS

DISCLOSURE STATEMENT

1. Road Maintenance

All Mountain Views Meadows roads that are located within public rights-of ways are public roads and will be maintained by the City of Helena, Montana.

2. Water Supply

Mountain View Meadows water supply is a public system located within public right-of-ways and shall conform to all applicable Montana Department of Environmental Quality adopted rules and/or regulations. This system will be maintained by the City of Helena, Montana.

3. Sewage Systems

Mountain View Meadows sewage system is a public system located within public right-of-ways and shall conform to all applicable Montana Department of Environmental Quality adopted rules and/or regulations. This system will be maintained by the City of Helena, Montana.

4. Covenants

Declaration of Covenants, Conditions and Restrictions are on file in the Office of the Clerk and Recorder of Lewis and Clark County, Montana.

5. Homeowners Association

A Homeowner's Association has been established to insure the Mountain View Meadows Residential Communities conform to and is consistent with its Declaration of Covenants, Conditions and Restrictions and Design Guidelines.

6. Garbage Disposal

Garbage service pick-up is provided at Mountain View Meadows by the City of Helena, Montana

7. Fire and Emergency Services Protection

Fire and Emergency Services are provided at Mountain View Meadows by the City of Helena, Montana.

8. Zoning

The Mountain View Meadows Development is located on land within the City of Helena, Montana with various zoning categories. An up to date map of the zoning is on file with the City of Helena, Montana.

9. Postal Service

Centralized Postal delivery service is provided by the U.S. Post Office.

10. Surface Water Rights

Any surface water rights retained on Association Fee Parcels will be owned and managed by the Homeowner's Association.

11. Utility Providers

Power & Natural Gas: Northwestern Energy 888-467-2669

Telephone: Century Link (Qwest) or Charter.

Cable TV: Charter

Return to:
Mark Runkle
Mountain View Meadows
431 S. Alice St.
Helena, MT 59601

3334306 B: M55 P: 2703 COV
03/12/2019 02:03 PM Pages: 1 of 6 Fees: 42.00
Paulette DeHart Clerk & Recorder, Lewis & Clark MT



AMENDMENT TO THE
MOUNTAIN VIEW MEADOWS SINGLE-FAMILY NEIGHBORHOODS
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

By virtue of 3. ARTICLE III. AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS filed May 14, 2015, the undersigned, who at any time before 95% of Fee Parcels have been sold by Declarant may amend with the unanimous vote of the Declarant, the Mountain View Meadows Single-Family Neighborhoods Declaration of Covenants, Conditions and Restrictions, desires to remove Exhibit "C" from said Declaration and replace with "Exhibit "C" Amended. This Amendment has been approved by the Declarant in Accordance with the terms of the Mountain View Meadows Single-Family Neighborhoods Declaration of Covenants, Conditions and Restrictions and is hereby made this 12th of MARCH, 2019

Ref.. 3272619

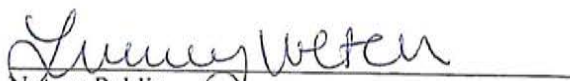
BY: MOUNTAIN VIEW MEADOWS LLC,


By: Mark Runkle, Managing Member

STATE OF MONTANA)
)ss.
COUNTY OF LEWIS & CLARK)

This instrument was acknowledged before me this 12th day of MARCH, 2019 by Mark Runkle who is the Managing Partner of Mountain View Meadows, LLC, DBA R & D Partners, a Montana Limited Liability Company (developer of Mountain View Meadows Residential Communities).

Witness my hand and official seal.


Notary Public

My commission expires: 8-16-2022

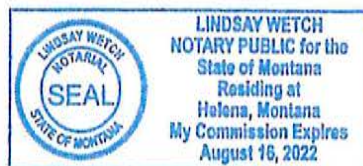


EXHIBIT "C" AMENDED
MOUNTAIN VIEW MEADOWS
SINGLE-FAMILY NEIGHBORHOODS
MANDATORY COVENANTS

1. Nuisances

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to any other Fee Parcel Owner. No firearms shall be discharged.

2. Temporary Structures

No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be used upon any lots at any time as a residence, either temporarily or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said lot.

3. Existing Lot Conditions

Each lot owner accepts the existing condition of each lot's soils, subsurface conditions and adjacent storm drainage patterns upon purchase and recording of each fee parcel's deed. Each lot has been professionally planned and engineered and approved by the City of Helena, Montana; however, the Declarant does not warrant any unknown condition now or in the future.

4. Perimeter Access

No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets or lots in the Subdivision to any other lands not included in the Subdivision, or designated as public open space or parks.

5. Subdivision Roads

All Subdivision roads are dedicated and owned by the City of Helena, Montana. All road maintenance is the responsibility of the City of Helena, Montana.

6. Garbage and Refuse Disposal

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage, and other waste shall not be kept except in sanitary containers. Rocks, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings or lot improvements.

7. Exterior Clutter, Storage and Yard Amenities

The storage of collectable items, animal houses or play yards, adult or children's play equipment, furniture, grills, sporting goods equipment, spas, hot tubs, antiques, or yard ornaments is restricted to side or backyards that are screened by fence or plant materials with the following exceptions:

Front Yard – Furniture in front yard landscaped areas is limited to a single garden bench or grouping intended strictly for ornamental purposes. Outdoor furniture intended for seating purposes is restricted to front porches. Front yards may not include more than a single flag pole or single basketball goal, provided neither is placed in nor extended onto any public street or right-of-way. Flag poles may not exceed fifteen (15) feet in height and may not be used to display any material or object of any type except for an approved official national or Montana state flag. Basketball goals may not be placed or stored in any landscaped area. A reasonable display of ornamentation is permitted in front yards providing the display is tasteful and non-offensive; neither dominates landscaping and natural aesthetics nor detracts from other Fee Parcel Owner's property or interest.

8. Landscape, Building and Lot Improvement Maintenance

All yard areas shall be neat and clean. This includes landscape maintenance of trees, shrubs, perennials, lawns, irrigation systems and mulch beds. All lawns must be kept in a mowed condition of not taller than a five (5) inch height, adequately watered and be free of weeds. All landscape materials must be trimmed so that they do not adversely affect adjacent properties. In accordance with City of Helena ordinances, the maintenance and upkeep of boulevards in front of and adjacent to Fee Parcel Owner's property is the responsibility of the Fee Parcel Owner. This includes the care and replacement as needed of trees and other landscape improvements in keeping with the boulevards in the blocks immediately adjacent to Fee Owner's property as well as the prevailing character of the neighborhood. All homes, buildings and other physical improvements to a Fee Owner's parcel, including but not limited to primary building structures, storage and garden sheds, gazebos, patios, porches, decks and fences must be maintained in good condition so as not to detract from the appearance of the neighborhood or reflect negatively on the value of other Fee Parcel Owners' properties.

9. Burning Restrictions

There shall be no exterior fires whatsoever except for Barbeque fires contained within receptacles. The burning of trash, debris or organic matter is prohibited on all lots and common areas.

10. Fireplaces, Wood Stoves and Pellet Stoves

Residents must burn only natural gas or low emission solid fuel materials (untreated wood and lumber products for the sole purpose of use as fuel) in a solid fuel burning device such as a wood burning fireplace, wood stove, or pellet stove. Chimney and flues shall be cleaned and checked regularly due to the collection of creosote from soft woods used. Spark arrestors shall be provided around the mouth of the chimney, stove pipe, or vent or any heater, stove or fireplace.

11. Sign Regulation

Unless pre-approved by the Design Review Committee, signs are limited to a maximum two (2) square feet for residential address or identification and to certain signage, sizes and conditions as described as follows:

- A. Contractor/Builder construction signs — 12 square feet.
- B. For-Sale real-estate — 4 square feet. All For-Sale real-estate signs must be promptly removed upon sale or listing expiration.
- C. Temporary signage such as “open house” or “garage sale” — 4 square feet. All temporary signs must be removed immediately upon end of event for which the temporary sign was intended.
- D. Political signs — 3 square feet. Political signs are permitted on Owner’s Fee Parcel only and must be removed within five (5) days of the end of an election.
- E. Product advertising and For Rent signs are prohibited.
- F. No sign of any type or size may be placed in landscaped boulevards, rights-of-ways, common areas or parks without DRC approval.

12. Vehicle Parking and Storage

The following are specific vehicle parking and storage requirements:

- A. Recreational vehicles of a limited type and size owned by a Fee Parcel Owner may only be parked on streets from the first (1st) of May until the thirtieth (30th) of September.
- B. No recreational vehicle of a type of fifth-wheel, motor home, camper, boat or trailer exceeding twenty-two (22) feet in length may be parked on city streets at any time.
- C. Vehicles with a GVW over 1 ton may not park on City streets except for loading and unloading.)
- D. No vehicle of any type where in use or in storage may be parked in any grassed, landscaped, or graveled area on Fee Parcel Owner’s property except temporarily as needed during the construction of buildings or improvements. Vehicle parking on Fee Parcel Owner’s property is strictly limited to concrete driveways and DRC approved extended hard-surface concrete parking pads.
- E. Parked vehicles may not block or partially block any public rights-of-ways including sidewalks except temporarily during emergency situations or temporarily as needed for the loading or unloading of goods, the providing of services, or deliveries.
- F. Parked vehicles may not block or partially block access to any U.S. postal boxes. Parking is prohibited beside U.S. postal boxes and within eight (8) feet either end except for the temporary parking of vehicles to access postal boxes.
- G. Inoperable vehicles may not be parked or stored on streets at any time.
- H. Short-term parking of RV’s by Fee Parcel Owner’s guests is subject to the same conditions as those owned by Fee Parcel Owner.
- I. No Commercial Vehicle or Commercial Trailer exceeding ¾ ton GVW may be parked in driveways, streets, rights-of-ways, open space parcels or undeveloped parcels at any time except temporarily as required for deliveries or during the construction of or development of a new home or parcel.
- J. No vehicles, RV’s, trailers, boats, campers, motorbikes, 4-wheelers, snow mobiles, golf carts, snow blowers or other motorized equipment may be parked or stored on any adjacent lands, parks or open spaces.
- K. At no time may any RV of any type or size parked on city streets:
 - 1. be used for overnight accommodations.
 - 2. open “pop-outs” or other extensions, with the exception of steps when loading or unloading.
 - 3. connect power cords across sidewalks between 7:00 AM and 10:00 PM.

4. park in front of another Fee Parcel Owner's property without expressed permission.
- L. The parking of all vehicle types and equipment, regardless of Covenants, are subject to City of Helena parking codes and ordinances.

13. Noxious Weeds

Each Fee Parcel Owner is responsible for controlling all noxious weeds (as declared by the State of Montana and Lewis and Clark County) on their property. If a lot owner fails to comply the Homeowner's Association has the right to control such weeds and assess the Fee Parcel Owner for the associated expenses. This includes the maintenance and upkeep of boulevards in front and adjacent to the Fee Parcel Owner's property. The boulevard areas are typically within the public right-of-way.

14. Rental of Residence

No overnight rental or Bed and Breakfast accommodations are permitted. All homes within Mountain View Meadows Residential Communities must be occupied by the Owner or the Owner's immediate family with the following exceptions:

- A. A portion of the home may be rented as long as the Owner is also occupying and actively living in a portion of the home.
- B. After an owner has occupied the home for a period of eighteen (18) months, the home may be rented. The eighteen (18) month period applies to purchases of both new and used homes.

15. Domestic Pets and Livestock

- A. All animals must be kept in a manner consistent with the Declaration of Covenants, Conditions and Restrictions.
- B. Members may keep companion domesticated family pets on Member's Fee Parcels, of a type normally kept and maintained indoors. All pets shall be controlled and restrained to prevent interference with wildlife and trespass onto other Members Fee Parcels or Association Common Lands and Rights-of-Ways.
- C. On each Fee Parcel, a Member is limited to the following number of adult animals: Cats – 3, Dogs – 3, or other children's pets strictly kept inside – 3 per child.
- D. No animal, including either cats or dogs, shall be permitted to roam free or unattended. No animal or pet shall be permitted to cause sound or smell or actions that would adversely affect the enjoyment of ownership by any other Fee Parcel Member.
- E. Members are required to immediately clean up their pet's waste from Association Common Lands and Rights-of-Ways and are subject to the proper disposal of their pet's waste.
- F. Permission to keep any animal may be withdrawn by the Association if an animal becomes a nuisance to wildlife, property, other Members or their guests.
- G. Commercial livestock production is prohibited in accordance with City of Helena, Montana codes.

16. Snow Removal

Fee Parcel Owners are responsible for snow removal on sidewalks in front of and adjacent to their property in accordance with City of Helena Ordinances.

17. Sidewalk Maintenance and Repairs

Fee Parcel Owners are responsible for the repair or replacement of damaged sidewalks in front of and adjacent to their property in accordance with City of Helena Ordinances.

18. Seasonal Lighting and Decorations

Holiday and seasonal lighting and decorations are permitted in yards, on houses and on other physical improvements provided such lights, decorations and ornamentations are removed within 14 days of the holiday or season for which they are intended, weather permitting.

19. Garage Door Closure

Garage door may not be left open overnight for security purposes.

20. Window Air Conditioning Units and Antennas

Window air conditioning units may not be placed in windows facing city streets. Antennas installed to receive video programming from direct broadcast satellites, broadband radio services and television broadcast stations must be placed whenever reception is possible on rear of homes. Dish antennas and antennas designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite that are larger than one meter in diameter are prohibited. Antennas used for AM/FM radio, amateur ("ham") radio, CB radio, Digital Audio Radio Services or antennas used as part of a hub to relay signals among multiple locations are prohibited from being installed on the exterior of buildings.

21. Exterior Lighting

Fee Parcel Owners with garages that open onto alleys (Carriage Lanes) are required, for security and safety, to keep a minimum of one exterior rear garage light on between dusk and dawn.

22. Completion of Primary Residence and Landscaping

Plan approval and commencement of building of primary residence on Fee Member's parcel is required within one year of date of closing on lot. Completion of primary residence with issuance of Occupancy Permit is required within one year of commencement of building. Complete landscaping in compliance with neighborhood design standards are required within one year of Occupancy Permit or closing date on sale of new home. Requests for exceptions due to weather-related delays considered.

23. Compliance with Neighborhood Design Standards

All buildings, structures, renovations, additions, painting, fencing, landscaping and other improvements to Fee Member's parcel must conform to the Design Review Manuals provided for each individual (different) neighborhood that make up the single-family neighborhoods at Mountain View Meadows.