

Return to
Mountain View Meadows, LLC
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The Condos at Mountain View Meadows Homeowners' Association

Declaration of Covenants, Conditions and Restrictions

September 24, 2020

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

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

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

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

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

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

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

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

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of the Owners and the future Owners of any condominium property at Mountain View Meadows unless and until amended or superseded.

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ARTICLE 1. DEFINITIONS

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

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

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

- vi. For Units which consist of more than one floor, the boundaries for floors shall be the floor on the lowest floor as defined above in the Units; and the boundaries for ceilings shall be the ceiling, as defined above, of the uppermost floor contained in the Units.
 - vii. Included within each Unit are the windows (including all glass panes) and those doors which open from a Unit (but not including the exterior surface of such doors except glass doors), and the portions of the trim and framing of such windows and doors appurtenant to such windows and doors (but not including the exterior surfaces of the trim and framing of such windows and doors). Included as a part of each Unit are those installations, equipment, and apparatuses, located outside the above described boundaries of a Unit, which serve exclusively such Unit, including, but not limited to, air conditioner, compressor, heat pump, hot water heater, gas meter, electric meter, water meter, and the wiring, piping, ducts, and other elements appurtenant to the same.
 - viii. Each unit also includes an attached garage.
- 1.10. **“Declaration”** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, including lawful amendments.
- 1.11. **“Declarant”** is Mountain View Meadows, LLC,; the Developer of the Property.
- 1.12. **“Design Review Committee” or “DRC” or “Architectural Review Committee” or “ARC”** means one or more individuals appointed or engaged by the Condos at Mountain View Meadows Homeowners’ Association Board of Directors that set forth procedures for review of plans and elevations for buildings, structures and other development of Property.
- 1.13. **“Design Standards” or “Architectural Design Standards”** shall mean and refer to the design criteria which may from time to time be adopted by the Design Review Committee to establish and protect the architectural and aesthetic integrity of Property
- 1.14. **“Decoration”** means any object, light, flag, banner, plant, planter, vase, ornament, artwork or device situated or placed within or upon any Common Element for the purposes of, but not limited to, the decoration, adornment, embellishment, ornamentation, augmentation or enjoyment of any Common Element.
- 1.15. **“Exclusive Common Elements”** are those Limited Common Elements reserved for the use of an individual unit owner.
- 1.16. **“Junk Area”** means the use of any portion of the Property for the storage of junk, including but not limited to garbage, inoperable vehicles or equipment or scrap materials.
- 1.17. **“Mortgage”** shall mean and refer to a mortgage, trust, indenture, deed of trust, or any other security arrangement encumbering a Condominium Unit, including a contract for deed.
- 1.18. **“Owner” or “Unit Owner”** means the person, partnership, limited liability company or corporation (including the Declarant) owning a condominium unit in fee simple absolute or in any

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

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

ARTICLE 2. OWNERS' ASSOCIATION

- 2.1. **Formation of the Association.** On or before the date on which Declarant conveys to any Owner other than the Declarant fee simple title to the first Condominium Unit within Property, Declarant shall form the Association.
- 2.2. **Association Documents.**
 - a. Section 2 is intended by Declarant to summarize the privileges and obligations of an Owner as a member of the Association. The Declarant and each Owner of a Condominium Unit by acceptance of a deed thereto, shall be bound and shall abide by the additional terms, conditions and obligations set forth in the Articles of Incorporation, the Condominium By-Laws, the Declaration of Condominium Ownership, the Rules and Regulations and the Design Standards, as the same may be adopted and amended from time to time. The above documents, together with this document, the Covenants, Conditions and Restrictions, shall collectively be referred to as the "Association Documents."

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. ASSESSMENT BY THE ASSOCIATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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