

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
RANCH VIEW ESTATES**

DECLARATION: This declaration made on the date hereinafter set forth, by Phillip Wirth hereinafter referred to as "Declarant";

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of certain real property in Lewis & Clark County, Montana, the legal description of which is attached hereto as Ranch View Estates Master Plan and by this reference made a part hereof; and

WHEREAS, the Declarant wish to place restrictions, covenants and conditions upon said real property for the use and benefit of themselves as the present owners, and for the future owners thereof, ensure the use of the property for attractive residential purposes only, to prevent nuisances, to ensure health and happiness, to prevent the impairment of tone and lifestyle of the community, thereby securing to each present and future owner thereof the full benefit and enjoyment of his property, with no greater restriction upon its free and undisturbed use than is necessary to ensure the same advantages to all property owners.

NOW, THEREFORE, the Declarant hereby declare that all real property described herein shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property by providing a reasonably uniform plan for development of the same as desirable residential property. These covenants, conditions and restrictions shall run with said property and the land and shall be binding upon all parties having or acquiring any right, title or interest in the same, or in any part, thereof, and shall inure to the benefit of and be binding upon each successor in interest to the Declarant and each and every owner thereof.

All persons or corporations who now or shall hereafter acquire any interest in and to the herein described real property, or any part thereof, shall take and hold the same, and agree and covenant with the owners of any and all other parts thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof as to the construction of dwellings and improvements thereon.

I. DEFINITIONS

1. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property.
2. **"Property"** shall mean and refer to that certain real property herein described in Ranch View Estates Master Plan.
3. **"Lot"** shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.
4. **"Declarant"** shall mean and refer to Phil Wirth, his successors and assigns to the property.
5. **"Association"** shall mean and refer to the non-profit organization formed to acquire, preserve and maintain real property, to construct improvements thereon, to manage, maintain and care for Association property and to preserve the architectural control of lots owned by members of the Association and to own or control recreational facilities and common areas contained within the subdivision. The Association is composed of the Declarant and those owners of record, and their successors and assigns, who purchase a tract.

II. LAND USE:

The herein described property, and each and every separate parcel or lot hereafter created therefrom, shall be used for single family residential purposes only. There shall be no more than one single family dwelling constructed or located on each such parcel or lot. A private garage shall be permitted as is a small utility shed; however, only attached double car garages will be allowed. All garages and outbuildings shall be of similar materials and design as the dwellings.

No drainfield shall be placed or a system installed nor a dwelling constructed prior to the inspection, consent and approval of the Lewis and Clark County Sanitarian.

No noxious, offensive or unlawful activity shall be carried on upon the property or any parcel or lot thereof, no shall anything be done which endangers the health or safety of, which unreasonably disturbs, or which constitutes a public or private nuisance or an annoyance to any other owner or resident of any lot.

The Association and any other person or entity appointed by the Association and all governmental authorities shall have legal access rights to all roads for police protection, fire protection, garbage service and other services necessary to the maintenance and preservation of Ranch View Estates.

Declarant reserves the right to grant other and further easements to effectuate the purpose of these covenants and also reserve the right to vest the Association with authority to grant any such easements, subject to the plat amending procedures required by the Lewis and Clark County Subdivision Regulations where applicable.

III. BUILDING TYPE:

All dwellings and outbuildings shall be of good quality, shall be constructed on the site using new materials, shall be of permanent construction, shall be affixed to the land on permanent foundations, and shall be aesthetically compatible with other structures on the property and any lot created therefrom. However, factory fabricated homes which are set on permanent foundations may be located on the property or on any parcel or lot if **first approved in writing by owners of all other parcels or lots subject to this Declaration**, provided that such homes shall also comply with all other provisions hereof. Each dwelling shall have not less than one thousand two hundred (1200) square feet on the main floor measured on the outside perimeter of the tip of the foundation, exclusive of porches, basements and garages. Each dwelling shall include an attached double car garage. No building shall exceed twenty four (24) feet in height except on those lots in Phase II that comprise the northern most tier of lots.

No dwellings commonly know as "mobile homes" or "trailers", whether "single wide" or "double wide" or any other nature, and regardless of whether the same or on wheels or permanent foundations, shall be allowed. No asphalt or metal siding and no metal roofing, shall be used in the construction of any building or outbuilding. All dwellings and outbuildings shall be completely finished on the exterior and interior before the dwelling is occupied as a residence and before human habitation is allowed. No structure of a temporary nature, and no trailers, mobile homes, set together or expanding trailer houses, basements, campers, pickup campers, tents, shacks, barns, garages, or outbuildings shall be used upon the property or any parcel or lot at any times as a residence or for the purpose of human habitation or for camping, either temporarily or permanently. No old buildings, whether intended for use in whole or in part as a residential dwelling, garage, or other outbuilding, shall be moved upon the property or any parcel or lot thereof.

IV. BUILDING CONSTRUCTION:

All dwelling units shall be constructed to specifications which meet or exceed equivalent provisions in the Uniform Building Code for this seismic zone.

V. DRIVEWAYS

The street curb shall be cut to create a driveway entrance. Driveway entry ramps created by pouring concrete in the street are not allowed.

VI. FENCES:

Each property owner may fence his lot; however, all fences shall be well built of good materials and well maintained and repaired so as not to adversely affect the aesthetic value of any adjoining property. No high board fences or high hedges shall be erected or raised near any intersecting roadways and/or driveways in such a manner as to obstruct the view of drivers on the roadways or driveways.

VII. LOCATION OF BUILDINGS:

No buildings shall be constructed or located closer than ten (10) feet to any property line. (For purposes of this provision, eaves and steps shall not be considered a part of the building, but a deck shall be so considered.) Exceptions, in regard to the distance between a building and the sideline of any lot, may be made by special agreement of the adjoining property owner who is affected by such closer location.

VIII. TRUCKS AND VEHICLES:

No trucks, other than passenger or pickup or utility trucks with a capacity of one ton or less, shall be parked, stored or in any manner kept or placed on the property or on any parcel, lot or road within the above-described property. This restriction shall not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to any portion of the property.

No motor vehicle which cannot be moved under its own power may be left on said property or any lot, other than in a garage, for more than seventy-two (72) hours, or left on any road within said property. Scrap or junk vehicles, or any parts thereof, shall not be placed or stored on said property or on any lot. On-site parking shall be provided by the owner of each parcel or lot for all his automobiles, trucks, trailers or other vehicles.

IX. RECREATIONAL VEHICLES USE:

No recreation vehicles, including motorcycles, snowmobiles, all-terrain vehicles, go-carts, dune buggies, or any other types of recreational vehicle, shall be operated or used on the property or on any parcel or lot in any manner which creates a nuisance or annoyance to any owner or resident or in any manner which violates state law. Unoccupied campers, pickup campers, motor homes, boats and boat trailers, snowmobiles and snowmobile trailers, and other recreational vehicles shall be parked in driveways, garages, or carports, and not upon any road.

X. SIGNS AND BILLBOARDS

No sign of any kind shall be displayed to the public view on or from the property or any lot except:

1. Signs as may be required for legal proceedings;
2. Residential identification signs of combined total area of two (2) square feet or less for each residence;
3. During the time of construction of any new building or other improvement, job identification signs having a maximum face area of four (4) square feet per sign of the type usually employed by contractors, sub-contractors, and tradesmen; or
4. "For Sale", "For Rent", or "Beware of Dog" signs of customary and reasonable dimensions.

XI. GARBAGE AND FIRES:

No portion of the property, nor any lot, shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied regular basis. No such receptacles shall be placed close the front property line of any parcel or lot unless the same are constructed so as to be located underground or to be completely screened from sight by a suitable enclosure which does not create any unsightly area or interfere with the surrounding residential development or the beauty of the area. On any garbage collection days, garbage cans may be placed in a location convenient for collection. No trash or rubbish may be burned anywhere on the property, and no open fires shall be allowed for any reason or at any time, except in properly designated and constructed barbecue facilities.

XII. CHATTEL STORAGE:

No furniture, fixtures, appliances or other goods and chattels, not in active use, shall be located or stored in any building or open area or on any lot in such manner that such material is visible from any road or from neighboring lot.

XIII. WATER SYSTEM:

Each lot shall be served with two water systems - an irrigation system and a domestic water system. The domestic system shall be connected to the dwelling and the irrigation to a yard hydrant(s). The irrigation system will not supply potable water. Under no circumstances shall the domestic system be used for irrigation. Hose bibs on the outside of the house connected to the domestic water system will not be allowed. Lot owners shall be members of the Water Users Association and be assessed a maintenance fee.

XIV. SANITARY RESTRICTIONS:

The owner of each portion of the property, and or each lot, shall comply with all laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. No individual sewage disposal system shall be constructed on any lot unless it is located and constructed in accordance with the requirements, standards and recommendations of the Montana Department of Health and Environmental Sciences and Lewis & Clark City County Health Department which shall be notified and allowed to inspect any sewer system installed on any lot. No outside toilet shall be constructed except in connection with the construction

of a residential dwelling and only for such period as may be reasonably necessary to complete the construction of such dwelling. Any such outdoor toilet must be approved by the Montana Department of Health and Environmental Sciences and the Lewis & Clark City County Health Department.

XV. MAINTENANCE OF IMPROVEMENTS AND MAINTENANCE & LANDSCAPING OF LOTS:

The owner of each parcel or lot shall maintain the building or buildings upon each parcel or lot he owns, and all walkways and driveways, in good condition, performing all painting and make all appropriate repairs and replacements as often as the same shall be necessary. Each owner shall complete the landscaping within twelve (12) months of the completion of the dwelling. The following species of trees shall not be planted on the lot: poplar, cottonwood, Chinese elm. Each such owner shall maintain the landscaping upon his lot in good condition removing all noxious weeds, and maintaining the same as shall become necessary. After the natural surface of the ground has been disturbed for road building or other construction, it shall be seeded with grass to control and prevent weed growth. Owners are required to keep grass mowed.

XVI. STREETS:

The streets within the subdivision are public roads. The Association shall establish a rural improvement district established for road maintenance and shall dedicate the streets to Lewis & Clark County. Each lot shall be included in the rural improvement district and shall be subject to an assessment.

XVII. UTILITIES:

All utilities shall be installed underground in accordance with Lewis & Clark County Subdivision Regulations. Easements ten (10) feet wide on the exterior lot line of each lot are reserved for the installation, maintenance and repair of electric lines, telephone lines, natural gas lines, television cable lines, irrigation and domestic water lines. Any and all surface disturbance to the land resulting from the installation, maintenance or repair of any such lines or utilities shall be timely repaired and the land shall be restored to the natural-appearing condition. All streets and roads shall serve as utility easements.

XVIII. NIGHT TIME ILLUMINATION:

Outdoor lights shall be directed downward and not be visible from adjacent lots. Lights for occasional outdoor illumination must be attached to buildings. Free standing light poles will not be permitted unless permission is obtained from all owners of lots then recorded.

XIX. ANIMALS AND LIVESTOCK:

No horse, cow, hog, goat, sheep or similar animal shall be kept or maintained on the herein described property or on any parcel or lot created therefrom, nor shall any poultry yard or poultry be maintained thereon. No person owning any portion of said property shall raise animals or pets for sale or commercial purposes thereon. However, the owner of any parcel or lot may keep the usual house pets

which can and must be kept without any continuous or audible disturbance or nuisance to other persons residing in the area. All pets must be kept under control and on their owner's property and not allowed to wander on adjoining properties.

XX. WILDLIFE:

In order to maintain the natural environment and semi-rural atmosphere of the premises, there shall be no disturbance in any way of animals or birds which nest, den or live upon the land, except as may be necessary for the protection of life or property or to comply with these restrictive covenants, and except that any such animals, birds, animal nest or dens may be removed insofar as necessary for location of a dwelling house, residence, outbuilding, roadway or utility lines.

XXI. RESUBDIVISION OR RESALE:

Any tract purchased from Declarant can be resold without restriction. No subdivision of any lot will be permitted. Minor boundary changes which do not significantly change lot sizes and which are agreeable to adjacent lot owners will be permitted.

XXII. IRRIGATION CANAL

Lot occupants shall not interfere with the operation or maintenance of the Helena Valley Irrigation Canal that borders the subdivision on the south. They shall not enter the canal or damage or destroy the canal or the fence that borders it.

XXIII. STATE LANDS FIRE DISPATCH FACILITY

It is located directly north of the subdivision and noise associated with vehicles and aircraft may occur.

XXIX. SCHOOLS

Children may not be able to attend the school closest to the subdivision and may be bused to other schools within the district.

XXX. WALKWAY/BIKEWAY

Lot owners waive their right to protest the creation of a Rural Improvement District (RID) for the purpose of developing and/or maintaining a walkway/bikeway system that is determined in the RID process to be beneficial to the Ranchview Estates Subdivision.

XXXI. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership.** Every person or entity who is a record owner of any lot, which is subject by covenants of record to assessment by association shall be a member of the Association.
2. **Voting Rights.** The Association shall have only one (1) class of voting membership. The members shall be all owners of lots and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.
3. **Assessments.** The Declarant, for each lot owned by it or within the property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association special assessments for the construction, reconstruction, operation and maintenance of roads and other Association property.
4. **The Association may levy in any calendar year, a assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, operation and maintenance of the roads and other Association property, provided that any such assessments shall have the assent of sixty percent (60%) of the votes of the members who are voting in person or by proxy at the meeting duly called or this purpose. The maintenance of all roads and common area shall be the responsibility of the homeowner association. A regular road maintenance schedule and standards for maintenance shall be established and made available for inspection. All roads shall be maintained in conformance with the schedule and standards established.**
5. **Written notice of any meeting called for the purpose of taking any action authorized by paragraph 1, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.**
6. **Assessments 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, plus a reasonable attorney's fee may be assessed should an attorney be retained for the collection of said assessment. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose its lien against such property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roads or other Association property or by abandonment of his lot.**

7. The assessments, together with such interest thereon, and cost of collection thereof as herein provided, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as herein provided shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.
8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the liability for any assessments the becoming due or from the lien thereon. The liens herein created shall be deemed to be mechanic's or materialmen's liens as the same are defined by the laws of the State of Montana, and shall be impressed and enforced in accordance with the applicable state law concerning the same and any person buying any property herein, thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants.
9. The Homeowners Association shall be responsible for all weed control in the common areas. All weed control in the subdivision shall be pursuant to the rules and regulations of the Lewis & Clark Weed Control Board.
10. The Homeowners Association shall be responsible for maintaining architectural control of the properties and buildings constructed on all lots contained in the subdivision. To facilitate said architectural control The Board of Directors of the Homeowners Association shall create a "Design Review Committee" or architectural Control Committee who shall maintain architectural control pursuant to Article XXII below.

ARTICLE XXXI
ARCHITECTURAL CONTROL

SECTION 1. No residential or other structure and no fence, wall, garage, out building or other structure, nor wire, pipe, septic tank, walkway, hedge, driveway, antenna, or exterior ornament of any kind, or any addition, alteration or remodeling thereof shall be made, erected, altered, placed or permitted to remain upon the properties until plans and specifications showing the nature, kind, height, materials and location of the same shall have been submitted to a Design Review Committee consisting of three members appointed by the Board of Directors of the Homeowners Association and approved in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, and the construction and the materials to be used in the construction. At least two of the three committee members shall be members of the Homeowners Association and it is suggested that one of the members have professional qualifications in the area of architecture, design or land planning. In the event the Design Review Committee fails to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully complied with. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgement of said Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Any structure to be erected in accordance with approval so given must be erected and completed within twenty months of approval or new approval obtained. If any structure is begun and is not completed eighteen months of the commencement of construction, and in the judgement of the Design Review Committee is of offensive or unsightly appearance, the said committee or the Directors of the Homeowners Association at the option of either may take such action as may be necessary in its judgement to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, screening or covering of the structure or any combination thereof, or in similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law. The Design Review Committee may act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof.

Section 2. Neither the Association, the Design Review Committee, nor the individual members thereof, may be held liable by any person for any damages for any committee action taken pursuant to these covenants, including, but not by way of limitation, damage which may result from correction, amendment, changes or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

Section 3. Variances. The Design Review Committee may, after notice to the members of the Association and hearing, conditionally approve, deny or approve a request to modify the Minimum Building and Use restrictions imposed by Articles II, III, IV, and V, according to the following procedure where such approval would not be contrary to the intent of the Article and does not require the consent of other parties:

(a). **Applications.** Applications for modifications shall be delivered to each of the members of the Design Review Committee, either in person or by certified mail. The application shall be accompanied by a fee in an amount sufficient to provide for mailing notice to the membership as provided in (b) below. The Design Review Committee shall cause to be made such investigation of facts bearing on the application as will provide necessary information to assure that the action on each such application is consistent with the intent and a purpose of these Covenants.

(b). **Notice of Hearing.** Notice of hearing on the application for modifications shall be mailed to each member of the Association by the Design Review Committee at least fifteen (15) days prior to the date set for hearing, and shall be accompanied by a copy of the application for modification. The hearing shall be at the appointed time and place, testimony may be taken by the Design Review Committee from persons affected by the modifications and any experts called by either applicant or a member opposed to modification for the purpose of aiding the Design Review Committee in their deliberations.

(c). **Rules for Approval.** After hearing and prior to approval of any such application for modification, the Design Review Committee shall designate such conditions as will secure substantial compliance with these Covenants from the applicant and shall find as follows:

- (i). Such modifications will not be inconsistent with the intent and purpose of these Covenants and the general plan of the subdivision.
- (ii). That strict compliance with the provisions of Articles II, III, IV and V would create unnecessary hardship or unreasonable situations on a particular property due to unusual or extreme topography, unusual shape of the property, or the prevalence of similar conditions in the immediate vicinity of the property.
- (iii). That such modifications will have minimal adverse effect on abutting properties or the permitted uses thereof.
- (iv). That the applicant has agreed in writing to be bound by the conditions imposed by the Design Review Committee for granting such modification and has posted a performance bond in an amount sufficient to insure compliance with the conditions imposed by the Design Review Committee.

(d). **Appeal from the Design Review Committee's Decision.** An appeal from the Design Review Committee's decision to the membership of the Homeowners Association may be made by either the applicant or any member of the Association opposing modification. Notice of Appeal shall be in writing and shall be delivered to the President of the Homeowners Association or a member of the Board within fifteen days after action of the decision of the Design Review Committee is rendered. Thereafter, the President of the Board of Directors shall call a special meeting of the membership pursuant to the requirements of the By-Laws of the Homeowners Association governing special meetings. A quorum for purposes of a special meeting to hear an appeal from the Design Review Committee's decision shall be members representing three quarters (3/4) of all the votes of members, who must be present in person or by written proxy. If a quorum is present the proponents and opponents shall then present their respective cases to the membership. If a quorum is not present the meeting

shall be adjourned and the decision of the Design Review Committee shall stand. An affirmative vote of three quarters (3/4) of the members present and constituting a quorum shall be required to reverse the action taken by the Design Review Committee.

ARTICLE XXXII DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot, parcel, or portion of the property subject to this Declaration, and by his respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of the (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by all owners of the parcels or lots as then recorded, and thereafter by owners of seventy five percent (75%) of the parcels or lots as recorded. Any amendments to be effective must be properly recorded. Articles IV, XV, XVI, XVII, XIX, XXI, XXII, XXIII, XXIV, and XXXI not revocable or alterable without the expressed written consent of the Board of County Commissioners of Lewis & Clark County.

ARTICLE XXXIII ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages; and failure by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, every owner of any lot or parcel, and every person having any right, title or interest in any portion of the above-described real property, shall have the right to enforce these covenants and restrictions.

ARTICLE XXXIV ATTORNEY'S FEES

In any action brought by any Declarant or owner to enforce the provisions hereof, the prevailing party shall be entitled to reasonable attorney's fee and costs as fixed by the Court.

ARTICLE XXXV SEVERABILITY

Invalidation of any one of these covenants, or restrictions by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

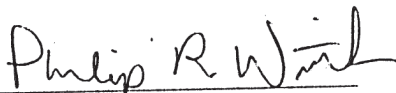
ARTICLE XXXVI
HOLD HARMLESS CLAUSE

The Declarant shall impose on the property an irrevocable restrictive covenant, binding himself, his heirs, successors and assigns, and all future owners of property within the subdivision; and, agreeing therein to hold Lewis and Clark County harmless and indemnify Lewis and Clark County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, used operation, repair, and/or maintenance of the following:

- A. Helena Valley irrigation canal;
- B. Operations of the Department of State Lands fire dispatch facility.

IN WITNESS WHEREOF, the undersigned Declarant have hereunto set their hands and seal on
10/8, 1993.

DECLARANT


Philip R. Wirth

STATE OF MONTANA }

:SS

County of Lewis & Clark }

On this 8th day of October, 1993 before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Philip R. Wirth, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year first above written.

Shirley McIntosh

Notary Public for the State of Montana

Residing at _____ NOTARY PUBLIC for the State of Montana

Residing at Helena, Montana

My Commission Expires My Commission Expires May 2, 1996



(NOTARIAL SEAL)

Ranch View Estates Covenants - Page 15 of 15

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PAULETTE DEHART
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Shirley McIntosh
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RESTRICTIVE COVENANTS FOR RANCHVIEW MINOR SUBDIVISION

WHEREAS, the undersigned, Philip R. Wirth of Wolf Creek, Montana, and Greg C. Brown of Iowa, are filing a plat of certain lands in Lewis and Clark County, Montana, known as the Ranchview Minor Subdivision, with the Lewis and Clark County Clerk and Recorder for recordation; and

WHEREAS, the undersigned are the owners of all the lots in said tract and desire to place restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners thereof, and for the benefit of the general public interest.

NOW, THEREFORE, these covenants and conditions are made to apply to said subdivision, a tract of land located in the NW 1/4 of Section 17, T11N, R3W, M.P.M., Lewis and Clark County, Montana, and containing 186.62 acres.

All persons or corporations who now or shall hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with all other owners of the lots in said tract and with their heirs, successors and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

These restrictive covenants and conditions are designed to provide a uniform plan for the development of the whole of said tract, protect the natural environment, and promote public health and safety.

The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Lewis and Clark County.

1. Each lot owner hereby waives the right to protest the creation of an RID for the purpose of improving and/or maintaining North Montana Avenue.
2. Any additional utility lines shall be installed underground.
3. All new dwelling units within the subdivision shall be constructed to meet or exceed equivalent provisions of the Uniform Building Code for this seismic zone.
4. Any act which damages the irrigation ditch, interferes with its operation or maintenance in any way, or restricts access to the ditch so as to interfere with its maintenance, is expressly prohibited.
5. With respect to the Helena Valley Irrigation Canal, the undersigned, their heirs, successors, and assigns and all future owners of property with the subdivision agree to hold Lewis and Clark County harmless and indemnify Lewis and Clark County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the county's costs and attorney's fees, arising in any manner whatsoever out of or relating to, the existence, use, operation, repair, and/or maintenance thereof.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

10/8/03
M14-7894

Dated at as 30 day of September, 1993.

Philip R. Wirth
Philip R. Wirth



SUBSCRIBED AND SWORN TO before me
this 30 day of September, 1993.

Shirley McIntosh
Notary Public for the State of Montana

Residing at Helena, Montana

My Commission Expires 5-2-96

Greg C. Brown
Greg C. Brown

SUBSCRIBED AND SWORN TO before me
this 6th day of October, 1993.

Greg C. Brown
Notary Public for the State of Iowa

Residing at Le Mars, Iowa

My Commission Expires 8-29-94

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Shirley McIntosh

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BY-LAWS OF RANCH VIEW ESTATES WATER USERS ASSOCIATION

ARTICLE I NAME AND LOCATION

The name of the corporation is RANCH VIEW ESTATES WATER USER'S ASSOCIATION, hereinafter referred to as the association. The principal office for the transaction of business of the Association shall be located at the residence of the President of the Association, Helena, MT 59601; the mailing address of the Association shall be P.O. Box 233, Wolf Creek, MT 59648. Said meetings of the members and directors may be held at such places within the State of Montana, County of Lewis and Clark, as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

- Section I: Association shall mean and refer to Ranch View Estates Water User's Association, a Non-Profit Montana Corporation, its successors and assigns.
- Section II: Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple to any lot or living unit which is a part of the properties, including contract sellers but excluding those having an interest merely as security for the performance of an obligation.
- Section III: Properties shall mean property described in the plat filed of the record in Ranch View Estates as well as any subsequent additions which may be developed by hereinafter defined developer.
- Section IV: Common Area shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.
- Section V: Developer shall mean and refer to Phil Wirth or any other personal or legal entity which said Phil Wirth may specifically assign the right and interest vested in the Developer.
- Section VI: Lot shall refer to any plot of land shown upon any recorded map of the properties with the exception of the Common Area.

ARTICLE III MEMBERSHIP

Section I: **Class A.** Class A members shall be all owners of single family detached homes, with the exception of the Developer, of lots in Ranch view Estates in Lewis and Clark County, Montana. Each Class A member shall be entitled to one vote for each site owned. When more than one person owns any site, all such persons shall be members. The roll for such site shall be exercised as members. The roll for such site shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any site.

Section II: **Class B.** Class B members shall be limited to the Developer. The Class B member shall be entitled to three (3) votes for each lot owned or for each living owned by the Developer. In no event shall the Class B member be entitled to both three (3) votes for each lot and three (3) votes for each living unit on said lot, but if such a situation should arise the number of his vote shall be based upon the number of approved living units owned by the Developer.

Section III: Class B memberships shall become Class A memberships as the sites are sold and occupied. Class B memberships shall run with the land and shall transfer from each grantor to each grantee. Only owners of building sites using water shall be entitled to membership.

Section IV: Notwithstanding anything contained above, Class B members shall have complete control until 75% of the home sites are sold. In addition, the Developer may create additional Class B memberships by developing additional property which is adjacent to that real property contained in Phase I of Ranch View Estates.

Section V: Memberships in the corporation shall be transferred whenever a building site is sold by the Developer or by any subsequent owner. Said membership shall contain covenants running with the land pursuant to Montana law.

ARTICLE IV SINGLE CLASS

The distinction between class and membership shall terminate when a Class B member no longer has any lots in which he holds the interest required for membership.

ARTICLE V
MEETING OF MEMBERS

Section I: Annual Meeting: The first annual meeting of the members shall be held on the second Tuesday of January beginning with the year 1994, at the hour of 7:00 pm, or such time and place as the officers may select. In the event the officers fail to denominate an alternate site the annual meeting shall be held at the residence of the President of the Association. If the day for the annual meeting of the members is a legal holiday the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section II: Special Meetings: Special meetings of the members maybe called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership.

Section III: Meetings of the Members: Meetings of the members, both regular and special, shall be called by notice of the time and place of said meeting being published in a newspaper published near the place where the operations of the Association shall be carried. Said notice shall be given at least once a week for at least two weeks preceding the day of such meeting or by written notice signed by the president and the secretary mailed to each of the members at such meeting. Such notice shall specify the place, day and purpose of the meeting. If by failure to give the necessary notice or from any other cause the regular annual meeting shall not be held on the day herein provided for, such meeting may be called by the Board of Directors upon the notice herein required at any time thereafter and at such time may be held with the same effect and with the same proceeding as to the election of directors of the business as if the meeting had been held on the regular day herein prescribed.

Section IV: Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided for in the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

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Section V: Proxies: At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary twenty-four (24) hours prior to the meeting. Every proxy shall be revocable and shall

ARTICLE V MEETING OF MEMBERS

- Section I:** **Annual Meeting:** The first annual meeting of the members shall be held on the second Tuesday of January beginning with the year 1994, at the hour of 7:00 pm, or such time and place as the officers may select. In the event the officers fail to denominate an alternate site the annual meeting shall be held at the residence of the President of the Association. If the day for the annual meeting of the members is a legal holiday the meeting will be held at the same hour on the first day following which is not a legal holiday.
- Section II:** **Special Meetings:** Special meetings of the members maybe called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership.
- Section III:** **Meetings of the Members:** Meetings of the members, both regular and special, shall be called by notice of the time and place of said meeting being published in a newspaper published near the place where the operations of the Association shall be carried. Said notice shall be given at least once a week for at least two weeks preceding the day of such meeting or by written notice signed by the president and the secretary mailed to each of the members at such meeting. Such notice shall specify the place, day and purpose of the meeting. If by failure to give the necessary notice or from any other cause the regular annual meeting shall not be held on the day herein provided for, such meeting may be called by the Board of Directors upon the notice herein required at any time thereafter and at such time may be held with the same effect and with the same proceeding as to the election of directors of the business as if the meeting had been held on the regular day herein prescribed.
- Section IV:** **Quorum:** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided for in the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section V:

Proxies: At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary twenty-four (24) hours prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

**ARTICLE VI
OFFICER**

Section I:

Enumeration of Officers: The officers of this Association shall be President and Vice-President who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section II:

Nomination of Officers: Nomination for the election of the Officers shall be made by a Nominating Committee. The Nomination Committee shall consist of a Chairman, who shall be the Vice-President, and two (2) or members of the Association. The nomination committee shall be appointed by the Chairman one month prior to the annual meeting, to serve from the close of the annual meeting until the close of the next annual meeting. The nominating committee shall provide at least one candidate for each office. Nominations can also be made by the members from the floor during the annual meeting.

Section III:

Election: Election of the officers shall be by written ballot. At such elections the members, or their proxies, may cast as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation or by the By-Laws. The persons receiving the largest number of votes shall be elected. Any objection to the vote counts must be made prior to the end of the annual meeting. The ballots shall be destroyed after the annual meeting.

Section IV:

Term: The officers of this Association shall be elected annually by the Members of the Association and each shall hold office for one (1) year and one (1) month unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The term shall be July 1 of the current year until July 31 of the following year; with the final month being an ex-officio officer.

Section V:

Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have the authority, and perform such duties as the Board may from time to time require.

Section VI:

Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section VII:

Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section VIII:

Duties: The duties of the officers are as follows:

(a). **President.** The President shall preside at all meetings of the Board of the Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and discharge such other duties as may be required of him by the By-Laws and the Board.

(b). **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability to act, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the By-Laws and the Board.

(c). **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the By-Laws and the Board.

Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse funds as directed by the resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an audit of the Association book to be made by a public accountant at the discretion of the Directors; and shall prepare statement of income and expenditures to be represented to the membership at its regular annual meeting and have available at the annual meeting a copy of said report(s).

ARTICLE VII Board of Directors

- Section I:** **Number:** The affairs of this Association shall be managed by a Board of three (3) Directors, who shall also be members of the Association.
- Section II:** **Directors:** The directors shall consist of the President of the Association, the Vice-President of the Association, and the Treasurer of the Association. The Directors shall be divided among the subdivisions in a manner in which all three (3) cannot be from the same subdivision.
- Section III:** **Term of Office:** Each member of the Board of Directors shall serve a term of one (1) year.
- Section IV:** **Removal:** Any director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director the successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the previous Director.
- Section V:** **Compensation:** Compensation shall be in the form of free water usage for the term served; no other compensation shall be received for any service the Director may render for the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.
- Section VI:** **Action Taken Without a Meeting:** The Director shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII MEETING OF DIRECTORS

- Section I:** **Regular Meetings:** Regular meetings of the Board of Directors shall be held monthly without notice on the second Tuesday of each month at 7:00 p m. The location of said meetings shall be set by a resolution of the Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
- Section II:** **Special Meetings:** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.
- Section III:** **Quorum:** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act the Board.

ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section I: Powers. The Board of Directors shall have power to:

- (a). Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- (b). Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default on the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- (c). Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserve to the membership by other provisions of these By-Laws or the Articles of Incorporation.

8. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e). Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f). Employ a licensed water operator to be responsible for the maintenance of the quality of the water system as required by the State Department of Health & Environmental Sciences.

(g). Perform such other acts as is permitted by the Articles or the Laws of the State of Montana.

Section II.

Duties. It shall be the duty of the Board of Directors to:

(a). Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.

(b). Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c). Do or cause to have done the following:

(1). Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2). Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3). Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

- (d). Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e). Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f). Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g). Cause any Common Area to be maintained; and
- (h). Fix assess, and levy liens and collect all special assessments.

ARTICLE X ASSESSMENTS

Section I. Title to System. The Association shall be served by a irrigation water system and a domestic water system owned by the Association and operated and maintained through its Board of Directors. Such systems and additions thereto shall be constructed and paid for by Developer, his successors and assigns. The Developer shall convey title to the water system to the Association free and clear of all encumbrances and liens.

All service pipes and installation of services shall be paid for by the lot owners.

Section II. Furnishing Water. Water shall be furnished by the Association to each owner upon the owner's request. Such water so provided by the Association shall be used by each owner as the sole source of water until such time as the property may connect to a public water system.

Section III.

Additional Water Taps. The Developer reserves the right to install a single one and one half inch (1 1/2") tap from the domestic water main and a two inch (2") tap from the irrigation main. The water may be used for future development south of the subdivision. The amount of water utilized will draw on the excess capacity of the system. Water users will become members of the Association and will be subject to the provisions of the Association By Laws.

Section IV.

Payment of Assessments. The owner of each lot which is connected to the water system shall pay to the Association a reasonable charge for such system. The rate or charge and the manner of payment shall be established from time to time by the Board of Directors of the Association. Vacant lots owned by the Developer shall be exempt from any water charges. Notwithstanding anything stated to the contrary, it is hereby agreed as follows:

- (a). The maximum water charge may be increased as is necessary to establish a reserve fund for repairs and replacements for extensions of the mains and for operation and maintenance;
- (b). The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the water rate;
- (c). The Board of Directors may elect to establish separate funds for each water system (domestic and irrigation).
- (d). The custodian as hereinafter named shall establish an Amortization Fund and an Operation Fund in some bank as the Board of Directors may from time to time designate. Upon the collection of the monthly water charges, the custodian shall deposit the amount fixed in the Amortization Fund;
- (e). The Amortization Fund shall be maintained intact for the purpose of replacing the pump equipment and pipelines at the end of their useful life. No withdrawal from said fund shall be authorized for said purpose without the written order of the Board of Directors of the Association, its successors or assigns;

- (f). The Operation Fund shall be used to defray the costs incident to the operation, maintenance and repair of the water system and for the payment of the custodian's compensation as fixed by the Board of Directors;
- (g). The Board of Directors shall levy a sufficient monthly water charge until such time as the deposits in the Amortization Fund and Operation Fund total \$____.00 or \$____.00 respectively, the Board of Directors shall re-levy a special assessment until such time as the funds have been reaccumulated totaling \$____.00 in the Amortization Fund and \$____.00 in the Operation Fund. The Board of Directors may invest amounts from the Amortization Fund and the Operation fund in government obligations or government guaranteed obligations (a second amortization fund and operation fund may be set up for the irrigation system);
- (h). The cost of connecting on to the water mains shall be borne and paid for by each owner;
- (i). The Association shall repair and maintain the water system up to the point of connection of each owner and each such owner shall be responsible for his own water system from the point of such connection to the mains; and
- (j). The connection charge shall not be construed or considered as being part of any special assessment by the Association, but shall be in addition thereto.
- (k). The connection fee, transfer fee, and the disconnect/reconnection fee shall not be construed or considered as being part of any special assessment by the Association but shall be in addition thereto.

Section V.

Impermissible Usage. No consumer or user of the water shall be allowed or permitted to furnish water to another person or entity, except in cases of emergency, and then only with the consent of the Association. In addition, owner agrees as follows:

- (a). All pipes and fixtures shall at all reasonable hours be subject to inspection by the Association or its duly authorized agent.

- (b). The Association shall in no event be responsible for maintaining any service line owned by a consumer, nor for damages done by water escaping therefrom, nor for defects in lines, or fixtures on the property of the consumer.

Section VI.

Failure to Pay Association. In the event a consumer fails or neglects to pay for the cost of the hookup, with thirty (30) days of said hookup, or the periodic water bill when due, or within such reasonable time as may be extended by the Association, then the Association shall have the right to immediately shut off and discontinue the water supply to the consumer without the necessity of any hearing until such time as payment is made. The Association shall also have the right to use any other lawful means to collect such indebtedness.

Section VII.

Limitation of Use of Water. The Board of Directors may limit the use of water for irrigating purposes as it deems in the best interests of all the members of the Association, and may fix a reasonable charge for the use of water for irrigating purposes and such charge shall be in addition to the maximum allowable monthly charge as provided in Section III of this Article.

ARTICLE XI PERSONAL OBLIGATION

Section I. Creation of Personal Obligation. The owners of each lot owned with the Ranch View Estates covenant to and with each other owner of any by acceptance of a deed or contract for purchase of any lot within the subdivision, whether or not it shall be so expressed in said deed or contract is deemed to covenant and agree to, and shall be a member of, and subject to the assessments and duly enacted By-Laws and other rules of the Association. Each assessment shall be the personal obligation of the owner of each lot as of the date of assessment. This personal obligation shall not pass to successors in title unless expressly assumed by them.

Section II.

Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate per lot. However, all vacant lots owned by the Developer shall be exempt from assessments. At the option of the Board of Directors, vacant lots owned by other than the Developer shall also be subject to assessment.

Section III.

Special Assessments for Capital Improvements. In addition to the annual 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 or reconstruction, unexpected repair or replacement of a described capital improvement in the water system, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy as a meeting duly called for this purpose.

Section IV.

Quorum. At a meeting called for the purpose of increasing the "annual" assessment, as provided in Section III above, or for levying a "special assessment", as provided in Section III above, the presence at a meeting of members or of proxies entitled to cast forty per cent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forth-coming at such meeting another meeting may be called, subject to the notice, and the required quorum at any such subsequent meeting shall be the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section V.

Commencement of assessments. The Board of Directors of the Association is authorized to make the initial assessments at such time as it determines appropriate. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section VI.

Nonpayment of Assessment. Any assessments or installment payments on assessments which are not paid when due shall be delinquent. If not paid within thirty (30) days after the due date, the amount shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum. In addition, failure to pay an assessment subjects the lot owner to a suspension of services provided by, or use of facilities of the Association during the period the assessment remains unpaid. The Association may also bring an action at law to collect the amount of the assessment, together with interest, costs, and reasonable attorney's fees for such action.

**ARTICLE XII
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

**ARTICLE XIV
FISCAL YEAR**

The fiscal year of the Association shall begin on the 1st day of January, and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV
AMENDMENTS

These By-Laws may be amended at a regular or special meeting of the members by a vote of the majority of a quorum of members present in person or by proxy. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being all of the Directors of RANCH VIEW ESTATES WATER USERS ASSOCIATION have hereunto set their hands and seal this 8 day of October, 1993.

Philip R. Wirth

Philip R. Wirth

October 8, 1993

Shirley McIntosh

NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
My Commission Expires May 2, 1994



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Shirley McIntosh

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