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PAULA ROBINSON FLATHEAD COUNTY MONTANA

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Barry Ultican
1850 Hwy 35
Kalispell, MT 59901

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APPROVED 8/5/05
[Signature]

**DECLARATION OF UNIT OWNERSHIP
FOR
SWAN MOUNTAIN VILLAGE MANUFACTURED HOME PARK**

KNOW ALL MEN:

Barry Richard Ultican and Karalyn J. Parks of 1850 MT Highway 35, Kalispell, MT 59901-7709, hereafter referred to as **Declarant**, Annotated hereby files this declaration **Swan Mountain Village Manufactured Home Park**

PRELIMINARY DECLARATIONS

THE Declarant's desire is to act pursuant to Title 70 Section 23 of the Montana Code Annotated and hereby file this declaration as a declaration of until ownership for **Swan Mountain Village Manufactured Home Park** thereby creating a condominium. Declarant acknowledges that there may be some issue as to whether Title 70 Section 23 of the Montana Code Annotated actually creates a vehicle where a condominium such as this, which is actually a condominium of the land and not the structures, can be created. In the event the statutes do not allow such action, this document shall be deemed as a covenant, running with the land and for the benefit of the unit owners. In doing so, it shall provide the use of the property. In such case the application of the statute as stated herein is made specific to this property by the incorporation of the terms of the statute will shall then be deemed conditions and restrictions on the ownership and use of the premises.

Further the Declarant desires to provide Housing for Persons 55 years of age and older.

THE NAME BY WHICH THE PROPERTY SHALL BE KNOWN

This condominium shall be known **Swan Mountain Village Manufactured Home Park**, which name has been approved by the Montana Department of Revenue (See attached Exhibit A) and is unlike the name of any other such units in Flathead County, Montana.

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DESCRIPTION OF THE LAND ON WHICH THE BUILDING IS LOCATED

This condominium is located on that property described as follows:

A PARTITION

A Tract of land being TR 5EA IN L 2, in Section 03 Township 28 North, Range 21 West P.M.M., with COUNTY ASSESSOR CODE 0000976948 , Records of Flathead County, Montana and having the metes and bounds description as stated on the attached Exhibit B.

DEFINITIONS

As used herein the following definitions apply to this document and any rules adopted for the property.

- (1) "Association of unit owners" means all the unit owners acting as a group in accordance with the declaration and bylaws.
- (2) "Building" means the structure(s) resting upon the property.
- (3) "Common elements" means the general common elements and the limited common elements.
- (4) "Common expenses" means:
 - (a) expenses of administration, maintenance, repair, or replacement of the common elements;
 - (b) expenses agreed upon as common by all the unit owners; and
 - (c) expenses declared common by statute or by this Declaration or the Bylaws as attached or amended.
- (5) "Condominium" means the ownership of single units with common elements located on property submitted to the provisions of this chapter.
- (6) "Declaration" means this instrument by which the property is submitted to the provisions of The Montana Unit Declaration Act.
- (7) "Facilities" shall mean any building or structure erected on any Common Area for the common recreational use and enjoyment of all Residents, including but not limited to the Swan Mountain Village pool, playground, and community center.
- (8) "General common elements", unless otherwise provided herein or by consent of all the unit owners, means:

- (a) the land on which the building is located, except any portion of the land included in a unit or made a limited common element by the declaration;
- (b) the parking areas (as limited later in this document), outside storage spaces, private pathways, sidewalks, and private roads;
- (c) the premises for the lodging of janitors or caretakers of the property; and
- (d) all other elements of the property necessary or convenient to its existence, maintenance, and safety or normally in common use and as more particularly stated herein.

(9) "Guest" shall mean any visitor or any occupant of a Residence who does not meet the definition of "Resident" above.

(10) "Limited common elements" means those common elements designated in this Declaration or by agreement of all the unit owners as reserved for the use of a certain unit or number of units to the exclusion of the other units.

(11) "Lot" shall mean and refer to any one of the Units described in the Declaration of Condominium.

(12) "Majority" or "majority of the unit owners", unless otherwise provided in this Declaration, means the owners of more than 50% in the aggregate of the undivided ownership interests in the general common elements as the percentage of interest in the element appertaining to each unit is expressed in the declaration. Whenever a percentage of the unit owners is specified, percentage means the percentage in the aggregate of undivided ownership.

(13) "Manager" means the manager, board of managers, or other person in charge of the administration of or managing the property.

(14) "Park" or "Swan Mountain Village" shall mean and refer to all real property herein above described

(15) "Private Property": Shall mean those structures placed on the common elements by the unit owner;

(16)"Property" means the land, all buildings, improvements, and structures on the land, and all easements, rights, and appurtenances belonging to the land that are submitted to the provisions of this declaration.

(17) "Roadway" shall mean the rights of way or roadways comprising the Park depicted on the map attached hereto as Exhibit A, which roadways are set aside for the common use of all Residents.

(18) "Resident" shall mean and refer to any of the following person or entity (or one or more persons or entities): (I) one who is the record lessee of a Lot and/or the record owner of a manufactured home located on such Lot and who is actually residing and occupying such Lot and home; (ii) members of a Single Family actually residing in and occupying a Lot and home on a

permanent basis; and (iii) each buyer under a contract for sale of the home and assignment of the Lot lease and such buyer's members of a Single Family actually residing in and occupying a Lot and home. The term "Resident" specifically excludes those having an interest in the home merely as security for the performance of an obligation.

(19) "Residence" shall mean a manufactured home located on a Lot which is occupied by a Single Family, and all improvements and additional structures located on such Lot whether attached or detached from the home.

(20) "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related who maintain a common household in a Residence.

(21) "Unit" means a part of the property depicted as a lot on the attached survey which is shown as Exhibit C.

(22) "Unit designation" means the number, letter, or combination of numbers and letters designating a unit in the declaration, and shall mean the address of the unit.

(23) "Unit owner" means the person owning a unit in fee simple absolute individually or as co-owner in any real estate tenancy relationship recognized under the laws of this state. However, for all purposes, including the exercise of voting rights, provided by lease filed with the presiding officer of the association of unit owners, a lessee of a unit must be considered a unit owner.

GENERAL DESCRIPTION OF THE BUILDING

No buildings are considered to be part of the common elements except as stated herein. This is a condominium of lots, as shown on Exhibit C.

The Number of Units: 60 lots.

Principal Materials: There are no materials except for the naturally occurring land and vegetation for each unit. In addition asphalt, concrete, pipes of various materials, and street lighting and power and utility service lines are present on the property.

THE UNIT DESIGNATION

The units are designated by the lot numbers shown on Exhibit C. The Units (lots) vary in size and the size of each unit is shown on Exhibit C.

The layout of the lots (units) is attached and incorporated herein as Exhibit C with the certification required by 70-23-306 MCA attached thereto.

STATUTORY UNIT REQUIREMENTS

The following statutory requirements are required by Title 70 Section 23 of the Montana Code Annotated . If the statute is determined not to apply to these premises, the following are declared to be conditions and restrictions on the use and ownership of the properties and as such are covenants running with the land.

Disclosure by seller -- seller to furnish documents -- delay period. (1) Whenever the Declarant or another person constitutes a majority of the unit owners, and the Declarant or said other person is a seller of a unit, the Declarant or said other person or their agent, prior to signing any buy-sell agreement, shall give to any person purchasing or expressing a desire to purchase one of the project units notice that:

- (a) the Declarant or other person constitutes a majority of the unit owners;
- (b) any bylaws and administrative regulations governing the operation of the development and the association, as adopted by the association, have been adopted by the Declarant or other person acting as a majority of the unit owners; and
- (c) any change in the bylaws or administrative regulations occurring while the Declarant or other person constitutes a majority of the unit owners may be made only with the approval of the Declarant or other person constituting a majority of unit owners.

(2) Upon the request of any person purchasing or expressing a desire to purchase one of the project units, the Declarant or its agent shall furnish to that buyer or prospective buyer, prior to signing any buy-sell agreement, a copy of the Unit Ownership Act, the bylaws of the association, and any administrative regulations governing the operation of the project or the association.

(3) Any buy-sell agreement shall provide that it is not effective until 72 hours after the prospective purchaser has received the documents required in subsection (2), and during that delay the prospective purchaser may withdraw his offer without penalty.

Exclusive ownership and possession of unit -- joint ownership. (1) Each unit owner shall be entitled to the exclusive ownership and possession of his unit, subject to the right of maintenance and repair of the common elements.

(2) A unit may be jointly or commonly owned by more than one person.

(3) A unit owner may place a manufactured home on the unit, subject to the limitations shown on Exhibit C, said unit shall be the sole personal property of the Unit Owner.

Compliance with bylaws, rules, and covenants required -- action. Each unit owner shall comply with the bylaws and with the administrative rules adopted pursuant thereto and with the covenants, conditions, and restrictions in this Declaration or in the deed to his unit. Failure to comply therewith shall be grounds for an action maintainable by the association of unit owners or by an aggrieved unit owner.

Contents of deed or lease of unit. The deed or lease of a unit shall contain:

(1) a description of the land, the name of the property, and the recording index numbers and date of recording of the declaration;

- (2) the unit (lot) designation of the unit;
- (3) the use for which the unit is intended need not be listed and this provision which requires the use be residential is incorporated into each conveyance;
- (4) the percentages of undivided interest in the common elements appertaining to the unit;
- (5) any further details the grantor and grantee or lessor and lessee may consider desirable.

GENERAL COMMON ELEMENTS

Description: All driveways, roadways, utility service, parks and the parking lot area (s) are General Common elements.

Fractional Interest of Each Unit Owner : 1/60th.

Common elements -- use by unit owner. Each unit owner may use the common elements in accordance with the purposes for which they are intended but may not hinder or encroach upon the lawful rights of the other unit owners.

Common elements to remain undivided -- partition prohibited. The common elements shall remain undivided, and no unit owner shall bring any action for partition or division of any part thereof except as provided in 70-23-805 MCA.

Common elements -- undivided interest to remain attached to unit. The undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Common elements -- undivided interest of unit owner.

(1) Each unit owner shall be entitled to an undivided interest in the common elements in the percentage expressed in this Declaration. Such fractional interest is 1/60th above and is in the approximate relation that the value of the unit at the date of the declaration bears to the then combined value of all the units having an interest in the particular common elements. This valuation does not necessarily conform to market value.

(2) The Fractional interest of the undivided interest of each unit owner in the common elements as expressed in this Declaration shall not be altered unless all unit owners having an interest in the particular common element agree thereto and record an amendment to this Declaration setting forth the altered percentage of each unit owner having an interest.

LIMITED COMMON ELEMENTS

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Description: Each area depicted as a lot , a Unit, on Exhibit C, except for those items of general common elements listed above shall constitute limited common elements.

To Which Units Their Use Is Reserved and in What Percentage: The use of these limited common elements is reserved to the particular unit containing the same.

Upon the installation of a dwelling on the unit, the dwelling shall be the private property of the unit owner, but shall be attached and made a fixture to the unit.

USE OF UNITS

The units contained therein shall be use for residential purposes.

The premises may not be used for any purpose other than the use specified above and no use or any other type of endeavor other than use specified above shall be allowed on the Property. The Prior Declaration restricts the use of Buildings and Units.

The unit shall have placed upon it a home in one of the designs provided by Declarant. Ownership of the home shall be vested in the unit owner, except that such ownership, after the installation of the home shall not be dividable from the unit ownership. The home shall become a fixture to the unit (lot). In addition, any out buildings shall become a similar fixture.

This development provides Housing for Persons a 55 years of age and older as provided in the Fair Housing Act and Montana law. Therefore, all unit owners agree and understand that this development shall be occupied in at least 80% of its units by at least one person 55 years of age and older. Further it is understood and agreed by acceptance of a deed, that no person under the age of 19 years of age shall reside in any structure placed upon a unit for more than 30 days in any 12 months. The 12 months shall commence to run upon the first day of occupancy of a person under the age of 19 years of age.

Certain work on unit by owner prohibited: A unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament unless the consent of all the other unit owners affected is first obtained.

AGENT FOR SERVICE OF PROCESS

The Agent for service of process as required by Montana Law is Barry Richard Ultican and said agent may be served at 1850 Hwy. 35, Kalispell, Montana, which is within the county,

Flathead, in which this declaration applies and the Property is located.

ASSOCIATION OF UNIT OWNERS

Each unit owner shall be a member of the Association of Unit Owners.

A. After, 80% of the units (lots) provided for under this declaration have been conveyed from Declarant to new unit owners, the Association is granted the authority to adopt or amend through its Board of Directors, rules and regulations for conduct of the unit owners within this project. Such adoption must be ratified by at least 75% of the owners of the units within 90 days of adoption. Pending such adoption, the Declarant or if authorized in writing by the Declarant, the Manager shall have authority to adopt or amend such rules and regulations. The initial rules and regulations applied within this development are attached hereto and incorporated herein by this reference as Exhibit D. Should any rule or regulation conflict with this Declaration, the provisions of this declaration shall supersede. Should any rule or regulation conflict with the ability of this development to provide improved housing for persons 55 and older, such regulation shall be void.

B. The Residents are subject to these Rules and Regulations to ensure the best use and the most appropriate development and improvement of the Park. The purposes of these Rules and Regulations are: to ensure the highest quality development and maintenance of the Park, its Facilities, and all other structures and improvements within the Park; to enhance the value of each Lot and to protect the Residents of Lots against such improper use of surrounding Lots as will depreciate the value of their home investment; to preserve so far as is practicable the natural beauty of the Park; to preserve the Park's status as a fifty-five (55) and over Housing for Older Persons (HOP) community within the guidelines of federal and state laws; to guard against the erection of structures in the Park built of improper or unsuitable materials; to encourage and secure the erection of attractive single-family homes in the Park with appropriate locations; to secure and maintain appropriate setback lines from Roadways and Lot boundaries; and to secure and maintain adequate Common Areas and Facilities for Residents.

C. A copy of the initial By-Laws of the Association as adopted by 100% of the present owners of the units is attached as Exhibit E.

D. The Association may at the election of the Declarant, prior to the transfer of 80% of the units from the Declarant, be incorporated. After the transfer of 80% of the units from the Declarant, 75% of the unit owners may elect in writing to cause the Association to be incorporated. In either event, such incorporated association shall be deemed the successor to the association created here in and show the fully invested with all rights and obligations of the association here in and, each unit owner by accepting his unit agrees to the authority of such incorporated association.

E. Maintenance and improvement of common elements. (1) The necessary work of maintenance, repair, and replacement of the common elements and additions or improvements to the common elements shall be carried out only as provided in the bylaws.

(2) The association of unit owners shall have the right, to be exercised by the manager, to have access to each unit as may be necessary for the maintenance, repair, or replacement of the common elements or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit.

COMMON EXPENSES

The amount of the common expenses will be determined by the Unit Owners Association in accord with the voting rights as stated in the By-Laws. An increase in the assessment will take a majority vote of the unit owners (one vote per unit) who are in attendance at any meeting for which notice of an anticipated easement is given. It is understood that at such meeting an assessment of less than the amount contained in the notice may be made, but no assessment of more than the amount stated in the notice may be approved. The initial assessment will be \$85.00 per month per unit. This assessment may be increased

Common Expenses will include but not be limited to the following: Maintenance of the General Common elements, Insurance for liability and casualty, taxes on the General Common Elements and the costs to manage the association.

Insurance of building -- premiums as common expenses. (1) The manager as trustee for the unit owners shall, if required by the declaration, the bylaws, or by a majority of the unit owners, insure the common area against liability, without prejudice to the right of each unit owner to insure his own unit for his own benefit.

(2) The premiums for such insurance are common expenses.

(3) No insurance shall be provided for any structures placed on a unit by the unit owner unless acquired by the unit owner at his or her sole cost.

Common profits and expenses. The common profits of the property shall be distributed among and the common expenses shall be charged to the unit owners according to the percentage of undivided interest of each in the common elements.

Abandonment or waiver of use not to effect exemption. No unit owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

Records of receipts and expenditures affecting common elements -- inspection. (1) The manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses of the common elements and any other expenses incurred.

(2) Such records and the vouchers authorizing the payments and receipts for payments shall be available for examination at the manager's place of business by the unit owners at convenient hours of weekdays.

Claim for common expenses -- priority of lien -- contents -- recording. (1) Whenever an association of unit owners acting through its manager furnishes to a unit any services, labor, or material lawfully chargeable as common expenses, the association of unit owners, upon complying with subsection (2) of this section, shall have a lien upon the individual unit and the undivided interest in the common elements appertaining to such unit for the reasonable value of such common expenses, and the lien shall be prior to all other liens or encumbrances upon the unit except:

(a) tax and assessment liens; and

(b) a first mortgage or trust indenture of record.

(2) An association of unit owners claiming the benefits of subsection (1) of this section shall record in the county in which the unit or some part thereof is located a claim containing:

(a) a true statement of the account due for such common expenses after deducting all just credits and offsets;

(b) the name of the owner of the unit or reputed owner, if known;

(c) a description of the property where the common expenses were furnished and the designation of the unit, sufficient for identification.

(3) The claim shall be verified by the oath of some person having knowledge of the facts and shall be filed with and recorded by the recording officer in the book kept for the purpose of recording liens filed under Title 71, chapter 3, part 5 MCA, as it presently exists or may be amended. The record shall be indexed as deeds and other conveyances are required by law to be indexed.

Foreclosure of lien under claim for common expenses -- action without foreclosure.

(1) The proceedings to foreclose liens created hereby shall conform as nearly as possible to the proceedings to foreclose liens created by Title 71, chapter 3, part 5 MCA. The lien may be enforced by the manager acting on behalf of the association of unit owners.

(2) An action to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the claim for common expenses.

Foreclosure on unit -- payment of rent -- purchase of unit by manager.

(1) In any foreclosure suit against a unit, the unit owner shall be required to pay a reasonable rental for the unit if so provided in the bylaws, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the rent.

(2) The manager acting on behalf of the unit owners shall have power, unless prohibited by the declaration, to bid on the unit at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

Joint liability of grantor and grantee for unpaid common expenses. In a voluntary conveyance

of a unit, the grantee is jointly and severally liable with the grantor for all unpaid charges against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of a prospective purchaser, the manager shall make and deliver a statement of the unpaid charges against the prospective grantor, and the grantee in that case is not liable for nor is the unit when conveyed subject to a lien filed thereafter for any unpaid charges against the grantor in excess of the amount therein set forth.

Purchaser at foreclosure sale not totally liable for prior common expenses. Where the purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or trust indenture, such purchaser, his successors, and assigns shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid share of common expenses shall be a common expense of all the unit owners, including such purchaser, his successors, and assigns.

MORTGAGES AND LIENS

The property and common area is subject to construction liens, but each unit will be released from the lien and will be free and clear of liens at the time of filing this Declaration.

Lien allowable against unit not against the property. Subsequent to recording this Declaration, no lien shall arise or be effective against the property. During such period liens or encumbrances shall arise or be created only against each unit and the undivided interest in the common elements appertaining thereto, in the same manner and under the same conditions as liens or encumbrances may arise or be created upon or against any other separate parcel of real property subject to individual ownership. Specifically, such a mortgage could be applied to the unit as part of the acquisition of the home or out buildings on the unit

Construction or materialman's lien -- no effect on non-consenting owner -- exception. No labor performed or materials furnished with the consent or at the request of a unit owner, his agent, contractor, or subcontractor shall be the basis for the filing of a construction or materialman's lien against the unit of any other unit owner not consenting to or requesting the labor to be performed or the materials to be furnished, except that consent shall be considered given by the owner of any unit in the case of emergency repairs thereto performed or furnished with the consent or at the request of the manager.

Lien effective against two or more units -- release from. If a lien becomes effective against two or more units, the owner of each unit subject to such a lien shall have the right to have his

2005217 15000

unit released from the lien by payment of the amount of the lien attributable to his unit. The amount of the lien attributable to a unit and the payment required to satisfy such a lien, in the absence of agreement, shall be determined by application of the percentage established in the declaration. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any unit and the undivided interest in the common element appertaining thereto not so released by payment, satisfaction, or discharge.

MANAGER

The Manager for the first three (3) years from the filing of this Declaration shall be **Ultican Industries, Inc. d/b/a Swan Mountain Village** of 1850 MT Highway 35, Kalispell, MT 59901-7709. At the first annual meeting thereafter, by majority vote of the unit owners (one vote per unit) a manager shall be selected. The manager need not be a unit owner and may be paid in the discretion of a majority of the unit owners.

COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1. USE OF PREMISES

The units (lots) used herein shall not be further divided. This development shall be used primarily for manufactured home residential purposes and the residences thereon shall be approved manufactured homes. This development shall provide housing for persons 55 years of age or older and the restrictions stated elsewhere in this declaration assuring such housing, are herein incorporated and restated.

Section 2. COMPLETION OF PREMISES

All manufactured homes placed on the premises shall be installed within twelve (12) months of the date the first unit owner other than the Declarant acquires the unit.

Section 3. RESTRICTION ON USE

The premises may not be used for any purpose other than residential. The use shall also comply with the provisions of Housing for Persons 55 years of age or older as stated by law and contained herein.

No structure other than a private, Single Family manufactured home, together with a private garage or carport, may be erected, placed, or permitted to remain on any Lot, except as otherwise provided in these Rules and Regulations. No shed, shack, tent, garage, enclosed patio or deck, storage building, boat, truck, trailer, camper or recreational vehicle which is located upon any Residence in accordance with Sections 5 and 9 herein shall be occupied or used as a living or sleeping area, either temporary or permanent, while located on such Residence.

Residents are responsible for all sewer lines above ground. Residents shall not dispose of diapers, sanitary napkins, grease or similar clogging materials down the toilets or drains as this clogs the sewer lines serving the entire Park. If items causing clogs can be traced to a specific Lot, the Residents living on said Lot shall be responsible and shall pay for any and all costs incurred to clear or repair the line.

Section 4 . SET-BACK RESTRICTIONS

All structures erected on any premises covered herein shall be a minimum of five (5) feet from the unit (lot) boundary lines.

Section 5. TOPSOIL

The topsoil in this development shall be preserved in that, there will not be pits for gravel, topsoil, and alike. Topsoil taken in the construction of a foundation for a home is an exception to this.

Section 6. HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER:

The provisions of the following section are to be deemed restriction on the use and ownership of the units. The following section is separately set forth to clearly identify this development as Housing for Persons 55 years of age and older.

Section 7. RESTRICTIONS ON PROPERTY CONVEYANCES AND REZONING. The Park has "leased lots" where Residents lease Lots instead of owning them. It also has owned lots. Consequently, no Resident shall convey or transfer any leased lot, to any other Resident or third party without the written agreement of the lot or unit owner. No Resident shall file an application with any governmental authority for rezoning of any Lot, or for variances or special use permits pertaining to such Lot. If a Resident desires a rezoning, variance, or special use permit, the Resident shall send a written request to UII and obtain written approval from UII. UII may deny a Resident's request for rezoning, variance, or special use permit for any reason. If UII approves a Resident's request for rezoning, variance, or special use permit, then UII, on behalf of the Resident, shall file any and all applications with the applicable governmental authority for any rezoning, variance, or special use permit.

Section 8. EXEMPTION FOR UII. Nothing contained in these Rules and Regulations shall be construed to prevent UII, or its duly authorized agents, from erecting or maintaining structures, improvements or signs necessary or convenient to the development or leasing of property within the Park.

Section 9 MODEL HOMES. The provisions of these Rules and Regulations which prohibit nonresidential uses of Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes by UII and parking incidental to the visiting of such model homes.

Section 10 ROADWAYS: The rules may set a speed limit. Violation of that limit is a violation of the terms of this document.

Section 11. LARGE TRUCKS, TRAILERS, RECREATIONAL VEHICLES, CAMPERS AND BOATS. No motor vehicle claimed by manufacturer rating as exceeding one (1) ton load capacity, recreational vehicle, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, snowmobiles, personal water craft, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or Roadway, provided, however, that the provisions of this section shall not apply to cleaning, loading or unloading and short-term parking which shall be permitted for a cumulative period not to exceed seventy-two (72) hours in any calendar month. The provisions of this subsection shall not apply to pickup trucks of one (1) ton or less load capacity with toppers or camper shells not exceeding seven (7) feet in height measured from ground level and passenger vans not exceeding seven (7) feet in height and eighteen (18) feet in length, which are used on a regular and recurring basis for basic transportation and are parked in a carport or garage.

Section 12. REPAIRS AND INOPERABLE VEHICLES. No truck, automobile, motorcycle, recreational vehicle, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, snowmobiles, personal water craft, or other similar equipment or vehicle shall be constructed, reconstructed or repaired upon any Lot, Roadway, or Common Area within the Park except emergency vehicle repairs. No inoperable truck, automobile, motorcycle, recreational vehicle, motor home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, snowmobiles, personal water craft, or other similar equipment or vehicle may be stored or parked on any such Lot, Roadway, or Common Area within the Park unless parked in a garage or carport on a Lot. If a truck, automobile, motorcycle, or other motor vehicle shall be parked or stored on any Lot outside of a garage or carport for more than seven (7) consecutive days, it shall be deemed inoperable and UII reserves the right to demand the Residents to remove such motor vehicle or have it towed at the Residents' expense. The provisions of this section shall not apply to motor vehicles and equipment owned, operated, or hired by UII and parked in the designated maintenance areas.

HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER

The provisions of this section are to be deemed incorporated in the requirements of any and all other sections of this Declaration. The intent is to comply with all regulations for establishing housing for persons 55 years of age and older. In the event any portion of this Declaration is found to be not in compliance with the requirements for such housing, that portion shall be deemed void.

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Section 1. DEFINITIONS : For the purposes of this declaration,

a. A person 55 years of age and older shall be referred to as an "older person."

b. The term "occupied unit" shall mean a unit that is actually occupied by an older person, a temporarily vacant unit whose primary occupant is an older person and has resided in the unit during the past year and intends to return on a periodic basis.

c. To determine if a unit is occupied by an older person, at least one occupant must be an older person and if the unit is temporarily vacant, at least one older person immediately prior to the date the unit became unoccupied was an older person. It is understood that units sold or conveyed by the Declarant need not meet this definition until such sale or conveyance.

Section 2. The intent of this section is to comply with 42 USC 3535 (d), 3600-3619 and 24 CFR part 100 et seq.

Section 3. RESTRICTIONS ON TRANSFER:

a. No unit may be conveyed or occupied unless, one of the occupants certifies as part of the sale agreement that such occupant is an older person as defined herein. Each occupied unit must be occupied primarily by older persons as defined herein.

b. Any unit occupied by an employee of the Declarant or Manager may be occupied by persons who are not older persons as defined herein provided those persons perform substantial duties related to the management and maintenance of this facility or are family members of such person residing in the unit.

c. Prior to the conveyance of any unit, the following certification shall be delivered to Manager and, Manager shall acknowledge receipt thereof in writing.

I, (name), am 18 years of age or older and a member of the household that is acquiring Unit ___ at **Swan Mountain Village Manufactured Home Park**. I hereby certify that I have personal knowledge of the ages of the occupants of this household and that at least one occupant is 55 years of age or older and all of the primary occupants are 55 years of age or older.

2005217 / 5000

I attach hereto proof that my date of birth is _____ and proof
that the occupant over age 55 has a date of birth of
_____.

Section 4. Obligations on Declarant, Association, Manager, Unit owner selling the premises, and any real estate agent representing either or a unit owner.

a. In order for a housing facility or community to qualify as housing designed for persons who are 55 years of age or older, each of the above entities, to the extent possible, must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older.

b. The manner in which this project is described to prospective residents is extremely important and all such descriptions shall advise that this is a community for and designed to provide housing for persons 55 years of age or older ;

c. Any advertising designed to attract prospective residents shall conspicuously state that this project provides housing for persons 55 years of age or older; and

d. In all common areas and entries to the project there shall be a public in common areas of statements describing the facility or community as housing for persons 55 years of age or older.

e. In order for a housing facility or community to qualify as housing for persons 55 years of age or older, it must be able to produce a verification of compliance with 24 CFR Sec. 100.305 through reliable surveys and affidavits. Therefore, the Manager shall annually collect from all occupants of each unit and all occupants are required to provide information establishing that the unit is occupied by persons 55 years old or older. Any one of the forms of verification identified below is adequate for verification of age, shall consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth:

- (1) Driver's license;
- (2) Birth certificate;
- (3) Passport;
- (4) Immigration card;
- (5) Military identification;
- (6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or
- (7) A certification similar to that required in Subsection 3 c, above, signed by any

2005217 12000

member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

ENFORCEMENT

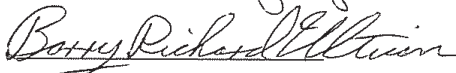
Any person taking subject to these Covenants hereby recognizes the same and by accepting and recording a deed hereof accepts to be governed by the same.


The terms of this Declaration may be enforced by an action to enjoin, abate or to collect in any Court of law. The right to enforce the terms shall vest in the Declarant and in each unit owner. It is understood, that any violation of the Covenants is to be deemed a nuisance and subject to abatement subject to equitable arguments. In any action maintained under these Covenants, the Court shall have authority and shall award reasonable attorneys fees to the availing party.

AMENDMENT

This Declaration may be altered, amended, repealed or a new Declaration adopted by 100% of the unit owners.

Dated this 28 day of July 2005.


Barry Richard Ultican


Karalyn J. Parks

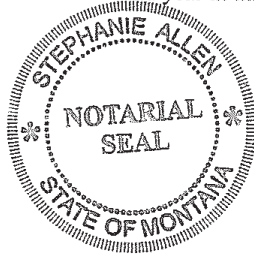
STATE OF MONTANA)

ss.

County of Flathead)

On this 28th day of July, 2005 before me, a notary public in and for said State, personally appeared Barry Richard Ultican and Karalyn J. Parks, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Stephanie Allen

Print name: Stephanie Allen

Notary Public for the State of Montana

Residing at Kalispell, Montana

Commission Expires: February 14, 2007

COMMITMENT TO BUILD REC CENTER

KNOW ALL MEN:

Barry Richard Ultican and Karalyn J. Parks of 1850 MT Highway 35, Kalispell, MT 59901-7709, hereafter referred to as **Declarant**, Annotated hereby filed the attached declaration **Swan Mountain Village Manufactured Home Park**.

This Documents is the commitment of Declarant to remodel and refurbish the existing building located on the West Side of the property, into a community recreational center for the unit owners of Swan Mountain Village Manufactured Home Park. The construction will be completed before the transfer from the Declarant of the 15th unit to be sold by them. This building will then become the property of the homeowner's association and be considered a general common element.

Dated 28th day of July 2005.

Dated this 28th day of July 2005.

Barry Richard Ultican
Barry Richard Ultican

Karalyn J. Parks
Karalyn J. Parks

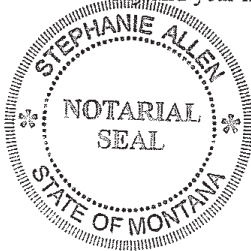
STATE OF MONTANA)

ss.

County of Flathead)

On this 5th day of August, 2005 before me, a notary public in and for said State, personally appeared Barry Richard Ultican and Karalyn J. Parks, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Stephanie Allen
Print name: Stephanie Allen
Notary Public for the State of Montana
Residing at Kalispell, Montana
Commission Expires: February 14, 2007

2005217 15000

EXHIBIT A
CERTIFICATION FROM DEPARTMENT OF REVENUE

2005217 / 15000



Plat Room
Flathead County, Montana
800 S. Main St.
Kalispell, MT 59901
(406) 758-5510

This Form is for Subdivisions & Condominiums Only

BY: PARKS & ULTICAN

FOR:

DATE: 7/27/2005

DESCP: SWAN MOUNTAIN VILLAGE
MANUFACTURED HOME PARK CONDO
ON TR SEA 3-28-21

PURPOSE: CONDO

YEARS
2000 THRU 2004

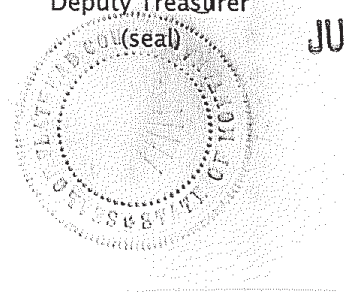
& TO DATE

ASSESSOR #
0976948

I hereby certify that there are no outstanding taxes on the property assigned the assessor numbers listed above, for the years indicated for each assessor number.

Becby Connor

Deputy Treasurer



JUL 27 2005

2005217/5000

CERTIFICATION BY DEPARTMENT OF REVENUE

I the undersigned, Dawnel Sullivan being the agent of the Department of Revenue for Flathead County, Montana, as described in 70-23-304 MCA do approve the attached declaration as to the facts that the name is proper under 70-23-303 MCA and that the taxes due and payable on the property have been paid.

Dated this 28th day of July

Dawnel Sullivan

2005217/5000

EXHIBIT B
METES AND BOUNDS DESCRIPTION

SWAN MOUNTAIN VILLAGE MANUFACTURED HOME PARK

DESCRIPTION: FINAL CONDO

A tract of land in Government Lot 2 of Section 3, Township 28 North, Range 21 West, P.M.,M., Flathead County, Montana, described as follows: Commencing at the southeast corner of said Government Lot 2, said corner being the TRUE POINT OF BEGINNING of the tract of land herein described; thence N89°31'48"W 1096.92 feet along the south boundary of said Government Lot 2 to the southeast corner of Tract "1" as shown on Certificate of Survey No. 9113, records of Flathead County; thence N00°05'51"E 473.01 feet along the east boundary of said Tract "1"; thence S89°31'48"E 90.74 feet; thence S45°34'50"E 24.00 feet; thence on and along a curve to the left with a radial bearing of S45°34'50"E, a radius of 74.26 feet, through a central angle of 44°21'15", for an arc length of 57.49 feet, to a point having a radial bearing of N89°56'05"W; thence S00°03'55"W 190.90 feet; thence S89°31'48"E 94.00 feet; thence N00°03'55"E 252.74 feet; thence on and along a curve to the left with a radial bearing of N44°07'49"E, a radius of 579.00 feet, through a central angle of 43°39'37", for an arc length of 441.21 feet, to a point having a radial bearing of S00°28'12"W; thence S89°31'48"E 64.10 feet; thence N00°03'08"W 124.09 feet; thence S89°31'48"E 224.92 feet; thence N00°39'35"W 254.42 feet to a point on the south right-of-way of Montana Highway No. 35 as described in Book 473, page 235, records of Flathead County; thence along said right-of-way on a curve to the right with a radial bearing of S02°20'44"W, a radius of 2805.00 feet, through a central angle of 04°35'54", for an arc length of 225.12 feet, to a point on the east boundary of said Government Lot 2 and having a radial bearing of N06°56'38"E; thence S00°40'44"E 668.19 feet to the point of beginning containing 10.848 acres more or less, being subject to and together with all appurtenant easements of record.

2005217 15000

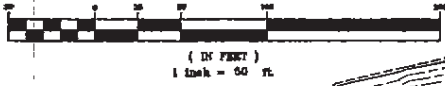
PRELIMINARY PLAT OF
**GLACIER PINES
MOBILE HOME PARK**
IN THE NE OF SECTION 3, T28N, R21W, P.M.M.
FLATHEAD COUNTY, MONTANA

On this date of April 5, 1994, the Board of Flathead County Commissioners granted conditional approval to the preliminary plat application of Glacier Pines Mobile Home Park. Conditions are as listed on the attached Exhibit A.

BOARD OF FLATHEAD COUNTY COMMISSIONERS



GRAPHIC SCALE



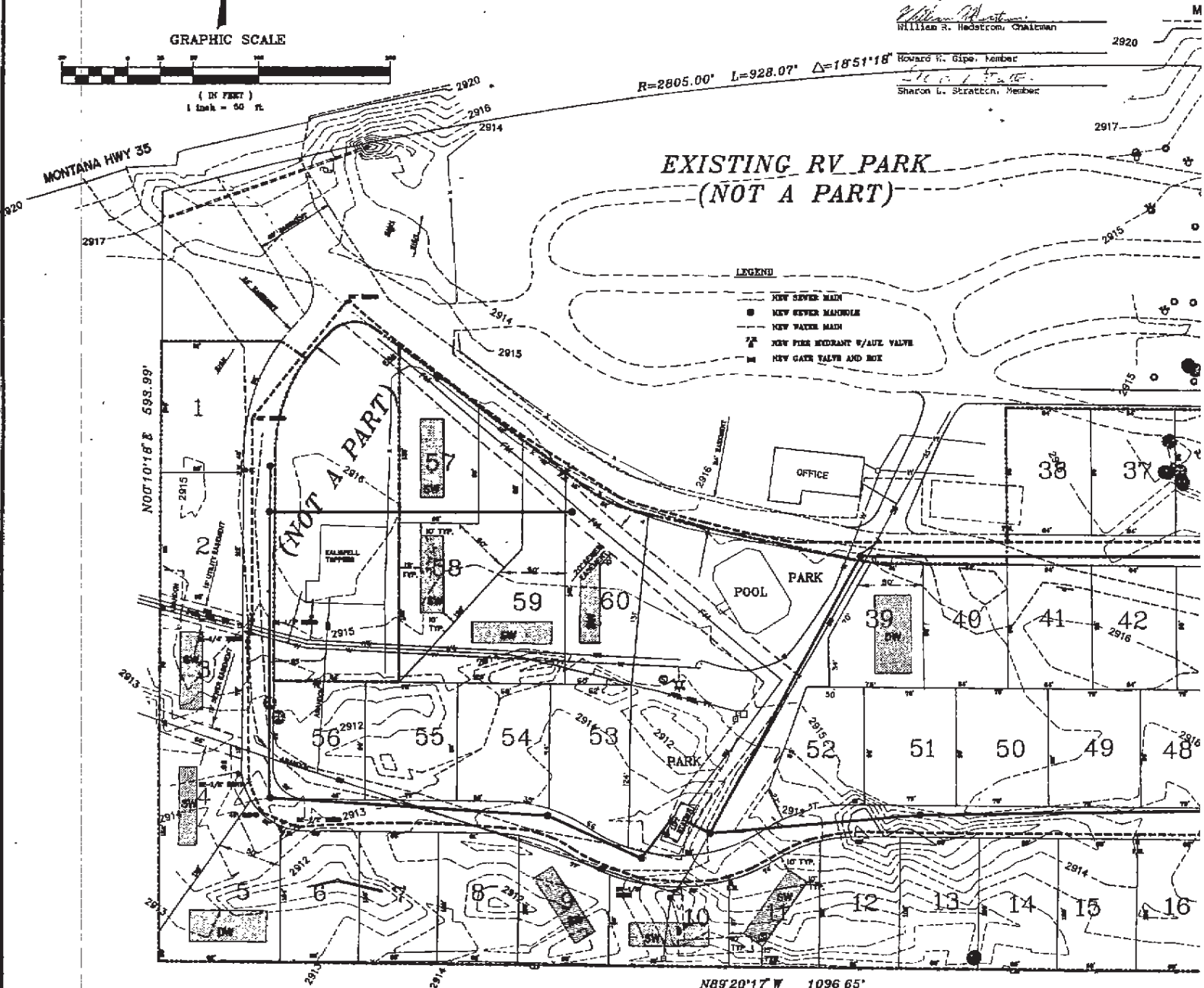
William R. Hedstrom
William R. Hedstrom, Chairman
2920
Howard H. Gipe
Howard H. Gipe, Member
Sharon L. Stratton
Sharon L. Stratton, Member

$R=2805.00'$ $L=928.07'$ $\Delta=1851'18''$

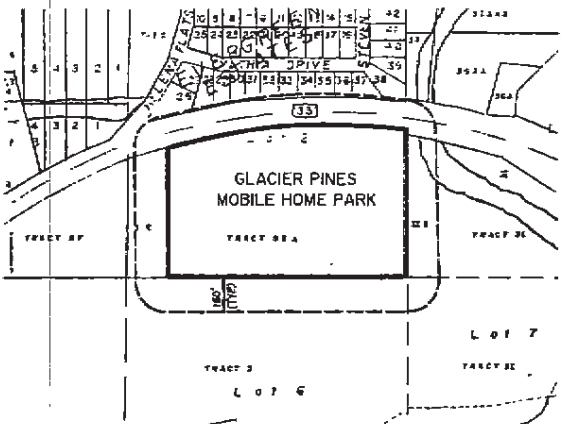
**EXISTING RV PARK
(NOT A PART)**

LEGEND

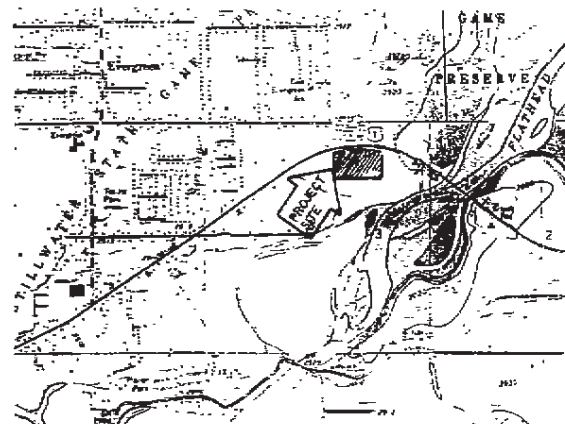
- NEW SEWER MAIN
- NEW SEWER MANHOLE
- NEW WATER MAIN
- ⊕ NEW FIRE HYDRANT 6" / 4.5" VALVE
- NEW GATE VALVE AND BOX



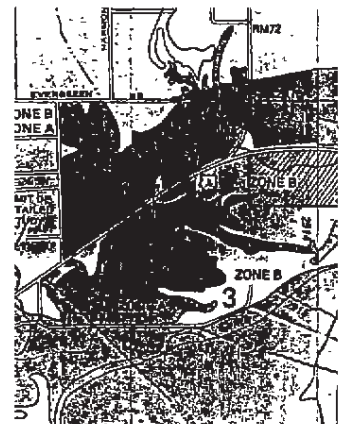
N89°20'17" W 1096.65'



VICINITY MAP



LOCATION MAP



FLOODPLAIN

20052171 5000

EXHIBIT C
PLAT WITH CERTIFICATION

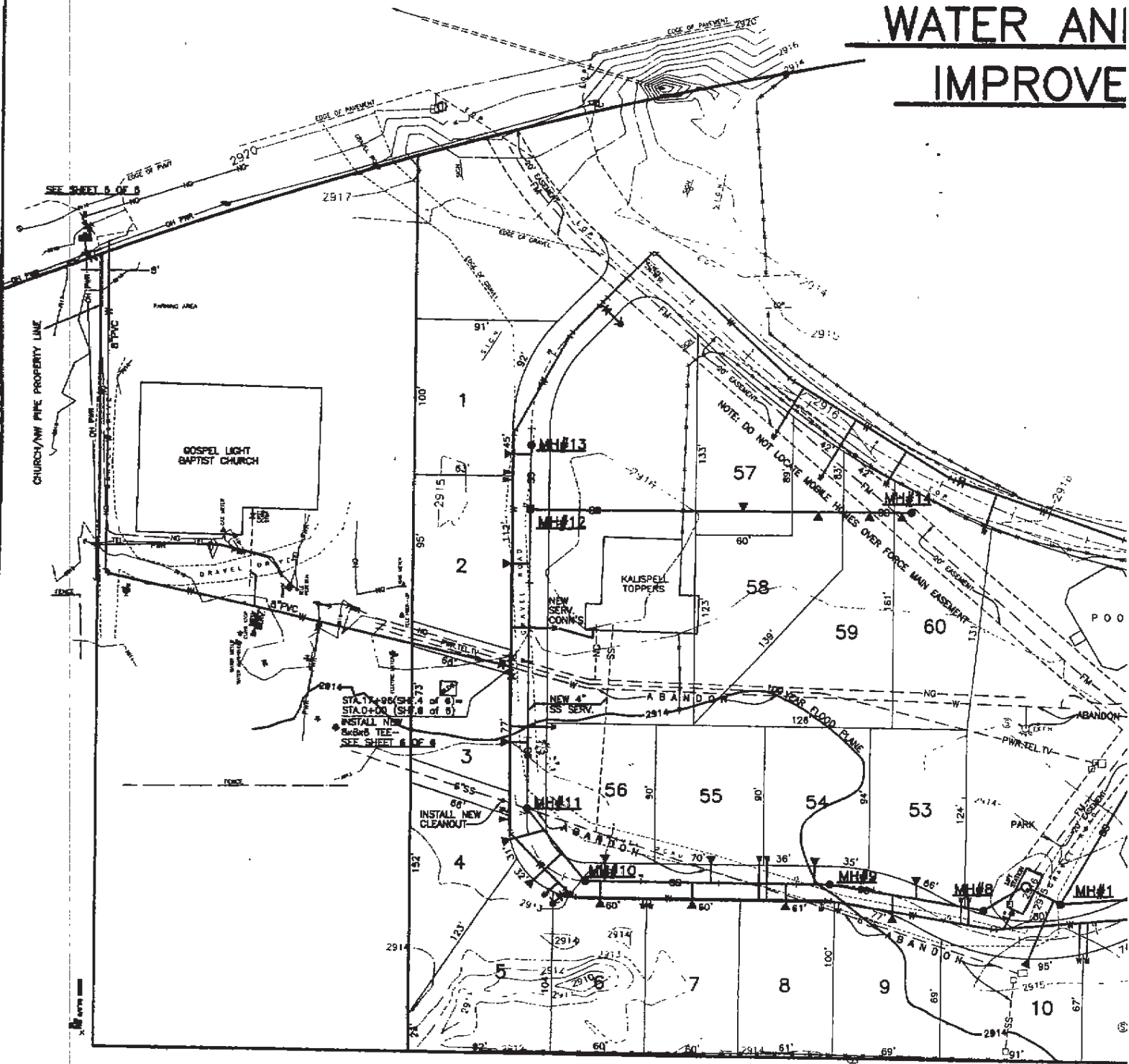
[STATUTORY REQUIREMENT]:

70-23-306. Floor plans recorded with declaration -- certification. (1) Floor plans of the building described in a declaration shall be recorded simultaneously with the declaration. The floor plans shall show the layout of each unit, including the unit designation, location and dimensions of each unit, and the common areas to which each has access. (2) There shall be attached to the floor plans a statement of a registered architect, registered professional engineer, or **registered professional land surveyor** who has reviewed the floor plans, certifying that the plans are an accurate copy of the plans filed with and approved by the city and county officers having jurisdiction to issue building permits. If the plans do not include a verified statement by an architect, engineer, or surveyor that the plans fully and accurately depict the layout, location, unit designation, and dimensions of each unit as built, there shall be recorded within 30 days from the date of completion of the building or from the date of the first occupancy of the building, whichever first occurs, an amendment to the declaration to which shall be attached a verified statement of a registered architect, registered professional engineer, or registered professional land surveyor certifying that the floor plans previously filed or being filed simultaneously with the amendment fully and accurately depict the layout of the units and floors of the building and the date construction of the building was completed.

[the certification as it is now written should be from a surveyor that the drawing is correct and an engineer re sewer and water and roads]

2005217/5000

GLACIER PINES MO WATER AND IMPROVE



CONSTRUCTION NOTES

1. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS OF THE UNDERGROUND WATER SYSTEMS CONSTRUCTION IN CONFORMANCE WITH THE LATEST EDITIONS ADAPTED BY THE ENGINEERING BOARD.
2. BECAUSE OF THE UNUSUALLY UNSTABLE SOILS THAT ARE LIKELY TO EXIST IN THE PROJECT AREA, TYPE 2 CRUSHED MATERIAL IS STRONGLY RECOMMENDED IN THE UNDEVELOPED PORTIONS OF THE PROJECT AND REQUIRED IN THE DEVELOPED PORTIONS OF THE PROJECT OR ON ADVANCE TO EXISTING PAVED ROADS AS WELL AS EXISTING WALK, DRIVE, DRIVEWAY, ETC. PAVED, TELEPHONE AND TV CABLE UNLESS, REFER TO SPEC. SECTION 80211-01 FOR TYPE 2 EMBANKMENT REQUIREMENTS.
3. TO PREVENT THE INTRUSION OF MATERIAL FROM AROUND THE WATER AND SEWER PIPE 8" AND OR 6" (SMALLER) SHALL NOT BE USED FOR BENCHING PURPOSES. BEHIND MATERIAL, 4" BELOW THE PIPE, APPROX. AND 6" ABOVE THE PIPE, SHALL CONSIST OF A WELL GRADED GRAVEL, HAVING A MINIMUM SIZE OF 3/4", TO ALLOWAGE SETTLEMENT. BEHIND MATERIAL, SHALL BE INSTALLED USING A COMPACTOR (VIBRATED) OR SIMILAR EQUIPMENT. EXISTING ON-SITE SOILS DO NOT MEET THE REQUIREMENTS FOR ACCEPTABLE BEHIND MATERIAL.
4. AS DEFINED IN SPECIFICATION SECTION 02221 ON TYPE "A" BACKFILL WILL BE REQUIRED IN DRIVEWAYS AND PAVED AREAS, AND TYPE "C" BACKFILL MAY BE USED OUTSIDE OF DRIVEWAY AREAS.

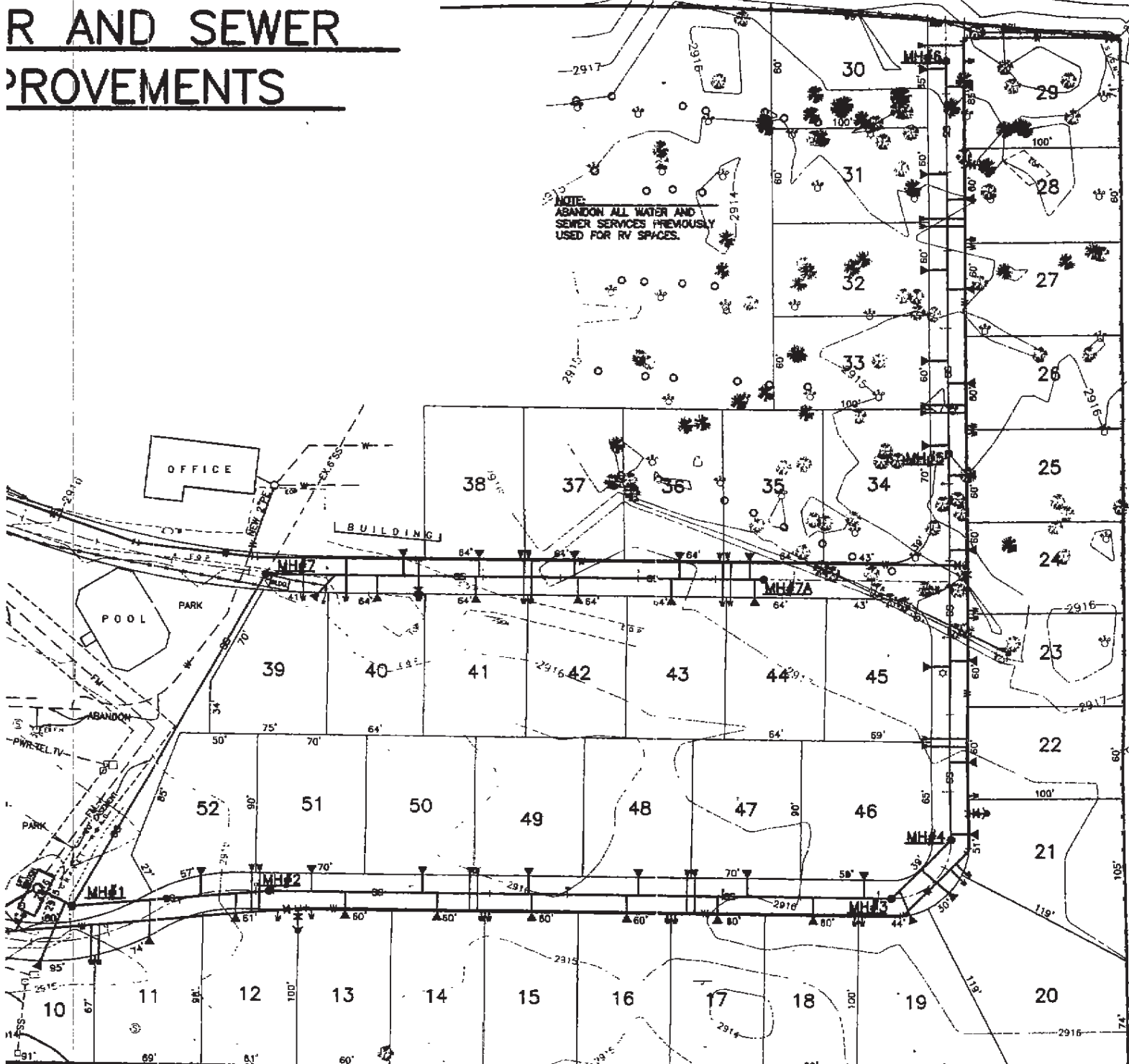
5. DEPENDS ON THE SIZE OF TRENCH, BACKFILLING MAY BE ENCLOSED WITH INSTALLING PORTIONS OF THE WATER AND SEWER MAINS. ACCORDING TO HEAVY TEST HOURS MONITORED BY 1801, BACKFILLING LEVELS WERE AT OR ABOUT ELEVATION 2905 IN THE SPRING AND AT OR ABOUT ELEVATION 2925 IN THE FALL. ACTUAL GROUNDWATER LEVELS MAY VARY, BUT THEY SHOULD BE PROXIMATELY CLOSE TO THESE ELEVATIONS.
6. THE PLANS ATTEMPT TO SHOW THE APPROXIMATE LOCATION OF EXISTING UTILITIES IN THE NEARLY HALF OF THE PROJECT AREA. HOWEVER, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ACCURATELY DETERMINE THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND TO FOLLOW ACCEPTED CONSTRUCTION PRACTICES WHEN EXCAVATING AROUND EXISTING UTILITIES. NO ATTEMPT WILL BE MADE TO SHOW THE EXISTING UTILITIES IN THE NORTHWESTERN PORTION OF THE PROJECT AREA, BY AND AROUND THE EXISTING BY PARK, AS MOST OF THESE UTILITIES AND FOR THEIR PROPER AMBROGMENT.
7. ALL WATER AND SEWER MAINS SHALL HAVE UNBENT TAP.
8. ALL WATER MAINS SHALL HAVE FOSBERG RISE IN ADDITION TO SWANNE TAP.

WATER SYSTEM MATERIALS

| | |
|----------------------------|---|
| WATER MAIN PIPE: | 6" PVC, 800, CLAS. NOTE: ALL WATER MAINS WITH LOCATING TAPE & I |
| WATER MAIN FITTINGS: | AWWA C110 OR AWWA C1 |
| WATER MAIN VALVES: | MUELLER SUPER-364, N |
| FIRE HYDRANTS: | MUELLER SUPER CENTRA |
| FIRE HYDRANT ALLOY VALVES: | MUELLER SUPER-364, RD |
| MAN AND AIR VALVE BOXES: | TYLEN 1880 SERIES, LUG |
| WATER SERVICE PIPE: | POLYETHYLENE (PE), AWW CLASS 200, DN 7 (IPS) |
| WATER SERVICE SADDLES: | MUELLER H-1800 SERIE |
| CORPORATION STOPS: | MUELLER H-1800B, 3/4" |
| CURB STOPS: | MUELLER H-1815B |
| CURB BOXES: | EXTENSION TYPE W/ARCH EXTENDED LENGTH, MUELL WITH STATIONARY RODS |

GLACIER PINES MOBILE HOME PARK WATER AND SEWER IMPROVEMENTS

2005217/5000
2920 EDGE OF PAVEMENT
2920



NOTE:
ABANDON ALL WATER AND
SEWER SERVICES PREVIOUSLY
USED FOR RV SPACES.

- MATERIALS**
- 8" PVC, ABA CR02, CLASS #10
 - NOTE: ALL WATER MAINS SHALL BE MARKED WITH LOCATING TAPE & TONER, WAC.
 - MINI C110 OR ABA C113
 - MUELLER SUPER-SEAL JOINTMENT MAT
 - MUELLER SUPER COUPLER 250
 - MUELLER/SUPER-SEAL JOINTMENT JOINT
 - TYLER IRON BONES, LIME MARKED "WATER"
 - POLYETHYLENE (PE), ABA CR-V1 CLASS 200, DN 7 (75), 3/4"
 - MUELLER H-1300 SERIES
 - MUELLER H-1800, 3/4"
 - MUELLER H-1810
 - EXTENSION TYPE B/HIGH POTENTIAL TM EXERCISED LICENSE, MUELLER H-1000 WITH STRENGTHY RINGS

- SEWER SYSTEM MATERIALS**
- SEWER MAIN PIPE: 8" PVC, SDR 35
 - SEWER SERVICE PIPE: SEWER MAIN TO PROPERTY LINE- 4" PVC SDR 35
PROPERTY LINE TO MOBILE HOME- 4" PVC SDR 40
 - MANHOLE RINGS/COVERS: #50 NO. 773, COVER "A"
MARKED "SEWER" WITH 1/4" NEOPRENE GASKET GLUED INTO SEAT OF RING.
 - MANHOLES: 4' DIAMETER, REINFORCED CONCRETE,
ASPH. CATF. EXTERIOR WATERPROOFED WITH XYPEX INTERNAL BOTTOMS

- SYMBOLS LEGEND**
- 8" PVC, SDR 35 SEWER PIPE
 - 8" PVC, CL. 125 PVC
 - 4" SEWER SERVICE PIPE
 - 3/4" WATER SERVICE PIPE
 - SEWER MANHOLE
 - ▲ PVC HYDRANT
 - ⊕ WATER GATE VALVE

WATER & SEWER NOTE:
ALL WATER AND SEWER
PIPE BEDDING MATERIAL
TO BE 3/8" WASHED
PEA GRAVEL.

Professional Engineer Seal
Scale: 1" = 40'
REVISION 1/08/08
(REVISED TOPO at NW cor. of church 12/30/01)
(REVISED TOPO on South End 12/7/01)
REVISED 11/12/01

**WATER & SEWER IMPROVEMENTS
GLACIER PINES MOBILE HOME PARK
KALISPELL, MONTANA**

| | | |
|-----------------------|-------------------------------|--------------------|
| Drawn: <u>SFR</u> | Project No. <u>928-01-01</u> | Sheet No. <u>1</u> |
| Date: <u>10/10/01</u> | Scale: <u>1"=40'</u> | of <u>6</u> |
| Approved: <u>PLM</u> | CAD FILE: 3/20/02/007/007.dwg | |

50 West Second Street
Whitefish, Montana 59037
(406) 862-7828

**WMW
ENGINEERING**

PLAN NUMBER: **HB-704**

HB
NW

HOMEBUILDERS NORTHWEST, INC.
1650 Salem Industrial Drive
Salem, Oregon 97303
Telephone 503-391-8936
Fax 503-391-8980

APPROVAL STAMP:

APPROVED
PFS Corporation
Dallas - 3
04/24/03
HUD Manufactured Home Construction & Safety Standard

DRAWN BY: **James B. Black**
DATE DRAWN: **March 24, 2003**
REVISION: _____ DATE BY: _____

SPECIAL INSTRUCTIONS (IF APPLICABLE)

DRAWING TITLE:
Code Submittal Floor Plan Sheet

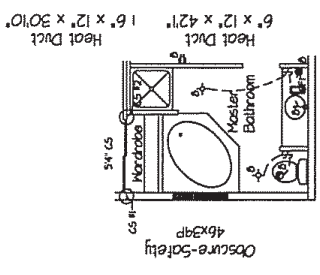
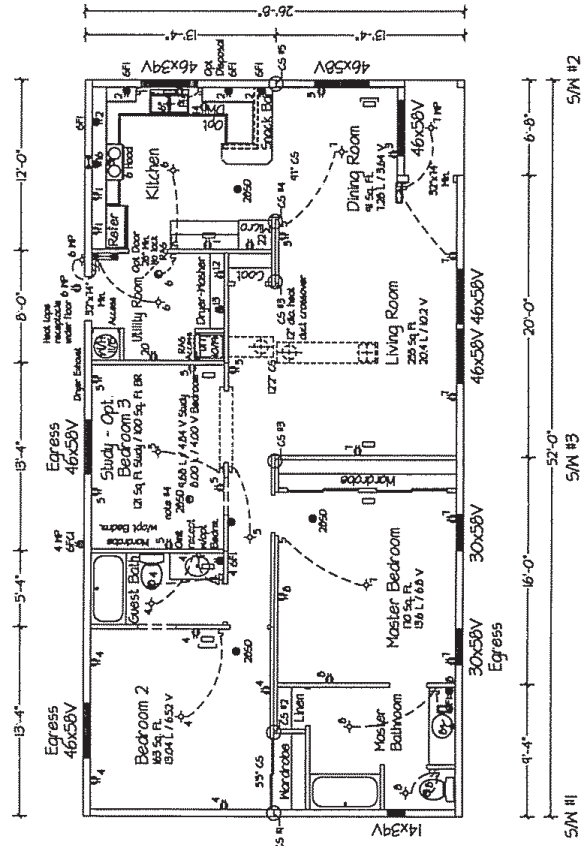
MODEL NUMBER:
HB-52704

GENERAL NOTES

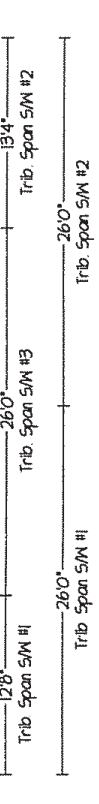
- 1 Double-wide roof sheathing, I17 pft design shear value. 16'0" maximum distance between shearwalls with 48" maximum skylight at any location.
- 2 Shearwalls are to be designed and constructed as per shearwall section, pages SW-1 to SW-14, of the Homebuilders Northwest, Inc. DAPIA Design manual.
- 3 Maximum travel distance from the furthest bedroom door to the nearest exterior exit door shall not exceed 350'.
4. Smoke alarm is not required for study / den

RIDGE BEAM AND COLUMN SUPPORTS

| Col No | Uplift Strip Qty (min req'd) | 30 PSF (min req'd) | 40 PSF (min req'd) | 60 PSF (min req'd) | 90 PSF (min req'd) | 120 PSF (min req'd) | Column support stud sizes and numbers DAPIA pages C5-2,3; C5-2,4; C5-2,5; C5-3; C5-3,1 |
|--------|------------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|--|
| 1 | 1 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 |
| 2 | 1 | 2 - 2x3 | 2 - 2x3 | 3 - 2x3 | 3 - 2x3 | 4 - 2x3 | 3 - 2x3 |
| 3 | 1 | 3 - 2x3 | 4 - 2x3 | 5 - 2x3 | 7 - 2x3 | 8 - 2x3 | 4 - 2x3 |
| 4 | 1 | 3 - 2x3 | 3 - 2x3 | 4 - 2x3 | 5 - 2x3 | 6 - 2x3 | 6 - 2x3 |
| 5 | 1 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 | 2 - 2x6 | 2 - 2x6 |



Optional Deluxe Master Bathroom



PLAN NUMBER: **HB-510**

HB
NW

HOMEBUILDERS NORTHWEST, INC.
1650 Salem Industrial Drive
Salem, Oregon 97303
Telephone 503-391-8836
Fax 503-391-8880

APPROVAL STAMP:

APPROVED
PFS Corporation
Dallas - 2
11/07/02
HUD Manufactured Home
Construction & Safety Standard

DRAWN BY: **James B Black**
DATE DRAWN: **September 16, 2002**
REVISION: _____ DATE: _____

SPECIAL INSTRUCTIONS: (IF APPLICABLE)

DRAWING TITLE:
Code Submittal Floor Plan Sheet

MODEL NUMBER:
HB-42510

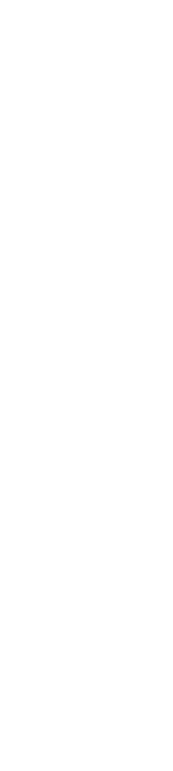
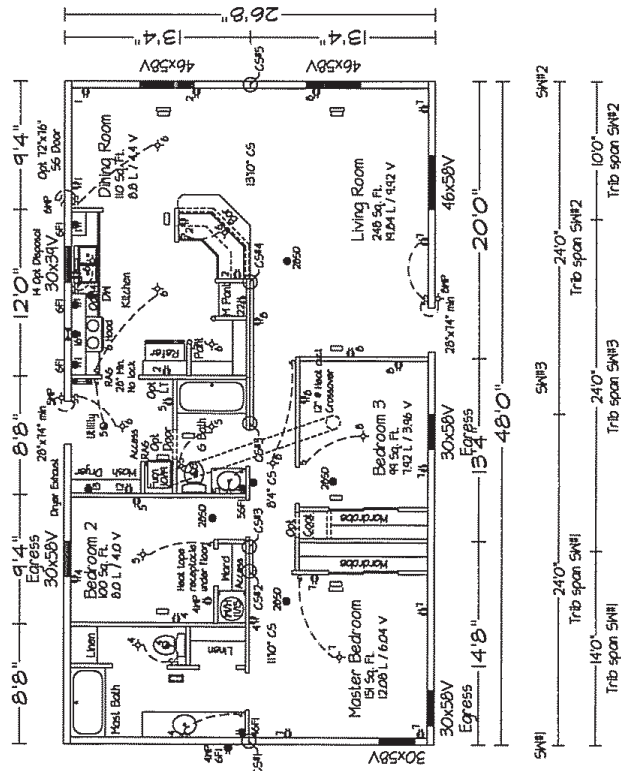
GENERAL NOTES

- 1 Double-wide roof sheathing, 1/4" pfl design shear value 160' maximum distance between shearwalls with 48" maximum slight at any location
- 2 Shearwalls are to be designed and constructed as per shearwall section, pages 5H-1 to 5H-14, of the Homebuilders Northwest, Inc. DAPIA Design manual
- 3 Maximum travel distance from the furthest bedroom door to the nearest exterior exit door shall not exceed 350'

RIDGE BEAM AND COLUMN SUPPORTS

| Col. No | Uplift Strap Qty | 30 PSF (min req'd) | 40 PSF (min req'd) | 60 PSF (min req'd) | 90 PSF (min req'd) | 120 PSF (min req'd) |
|---------|------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| 1 | 1 | 1 - 2x6 | 1 - 2x6 | 2 - 2x6 | 2 - 2x6 | 2 - 2x6 |
| 2 | 1 | 3 - 2x3 | 4 - 2x3 | 5 - 2x3 | 6 - 2x3 | 8 - 2x3 |
| 3 | 1 | 2 - 2x3 | 3 - 2x3 | 4 - 2x3 | 5 - 2x3 | 6 - 2x3 |
| 4 | 1 | 3 - 2x3 | 4 - 2x3 | 5 - 2x3 | 7 - 2x3 | 9 - 2x3 |
| 5 | 1 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 | 2 - 2x6 | 3 - 2x6 |

Column support stud sizes and numbers
DAPIA pages C5-2,3; C5-2,4; C5-2,5; C5-3; C5-3,1



PLAN NUMBER
HB-715



HOMEBUILDERS NORTHWEST, INC.
1850 Salem Industrial Drive
Salem, Oregon 97303
Telephone 503-381-8936
Fax 503-381-8980
APPROVAL STAMP

APPROVED
PFS Corporation
Dallas - 3
11/24/03
HUD Manufactured Home
Construction & Safety Standard

DRAWN BY: James B. Black
DATE DRAWN: June 17, 2003
REVISION: DATE BY:

SPECIAL INSTRUCTIONS (IF APPLICABLE)

DRAWING TITLE:
Code Submittal
Floor Plan Sheet

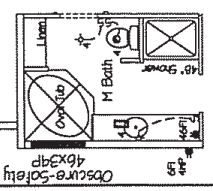
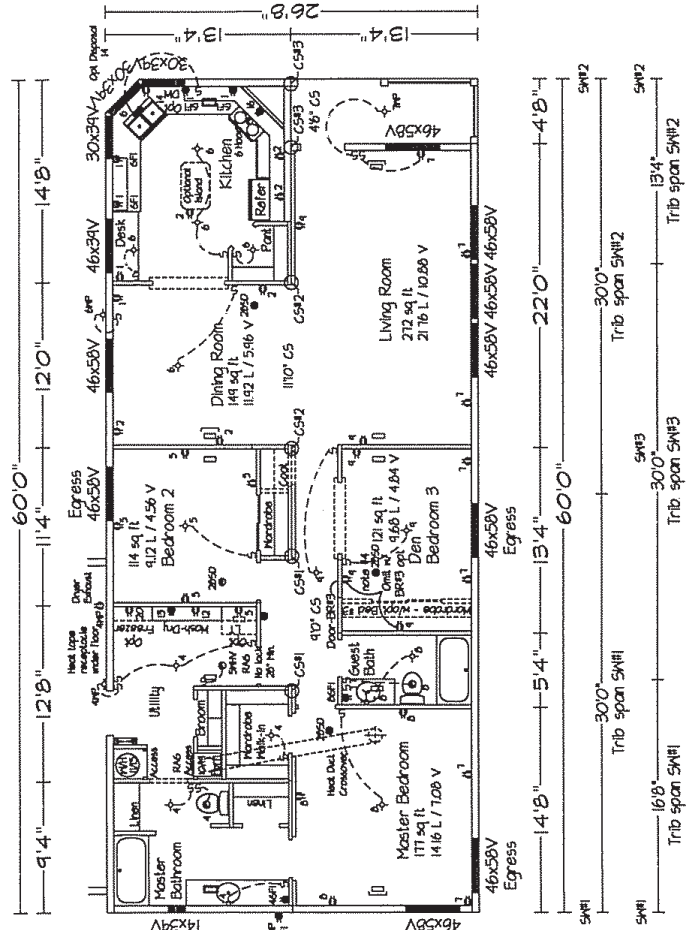
MODEL NUMBER
HB-60715

GENERAL NOTES

1. Double-wide roof sheathing, IIT pfl design shear value 76'0" maximum distance between shearwalls with 48" maximum skylight at any location
2. Shearwalls are to be designed and constructed as per shearwall section, pages SH-1 to SH-14, of the Homebuilders Northwest, Inc. DAPIA Design manual.
3. Maximum travel distance from the fire-rated bedroom door to the nearest exterior exit door shall not exceed 35'0"
4. Smoke alarm required only in optional bedroom no 3

RIDGE BEAM AND COLUMN SUPPORTS

| Col. No | Uplift Strap Quan (min req'd) | Column support stud sizes and numbers | | |
|---------|-------------------------------|--|--------------------|--------------------|
| | | DAPIA pages C5-2,3; C5-2,4; C5-2,5; C5-3; C5-3,1 | 60 PSF (min req'd) | 90 PSF (min req'd) |
| 1 | 1 | 3 - 2x3 | 4 - 2x3 | 5 - 2x3 |
| 2 | 1 | 3 - 2x3 | 4 - 2x3 | 5 - 2x3 |
| 3 | 1 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 |



Opt. Deluxe Master Bath

PLAN NUMBER: **HB-717**

HB NW

HOMEBUILDERS NORTHWEST, INC.
1650 Salem Industrial Drive
Salem, Oregon 97303
Telephone 503-391-8936
Fax 503-391-8880

APPROVAL STAMP:

APPROVED
PFS Corporation
Dallas - 3
02/14/03
HUD Manufactured Home Construction & Safety Standard

DRANN BY: James B. Black
DATE DRAWN: February 12, 2003
REVISION: DATE BY:

SPECIAL INSTRUCTIONS: (IF APPLICABLE)

DRAWING TITLE: Code Submittal Floor Plan Sheet

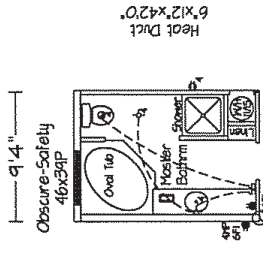
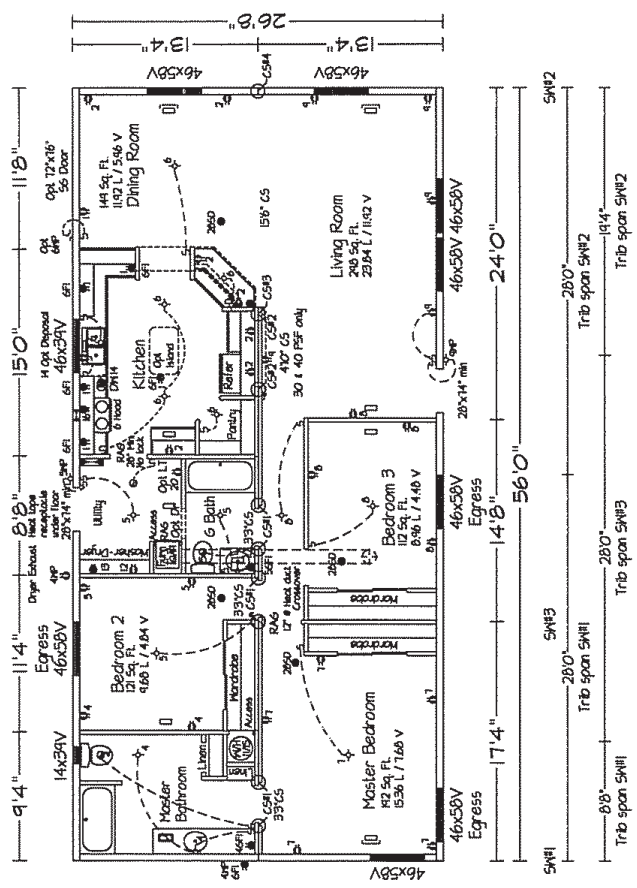
MODEL NUMBER: **HB-56717**

GENERAL NOTES

- Double-wide roof sheathing, IIT pif design shear value. 16'0" maximum distance between shearwalls with 48" maximum skylight at any location.
- Shearwalls are to be designed and constructed as per shearwall section, pages SW-1 to SW-14, of the Homebuilders Northwest, Inc. DAPIA Design manual
- Maximum travel distance from the furthest bedroom door to the nearest exterior exit door shall not exceed 35'0".

RIDGE BEAM AND COLUMN SUPPORTS

| Col No | Uplift Strip | Column support stud sizes and numbers |
|--------|--------------------|--|
| | | DAPIA pages C5-2,3, C5-2,4, C5-2,5, C5-3, C5-3,1 |
| 1 | 30 PSF (min req'd) | 120 PSF (min req'd) |
| 2 | 40 PSF (min req'd) | 90 PSF (min req'd) |
| 3 | 60 PSF (min req'd) | 60 PSF (min req'd) |
| 4 | 80 PSF (min req'd) | 40 PSF (min req'd) |



Optional Deluxe Master Bathroom



PLAN NUMBER:
HB-733



HOMEBUILDERS NORTHWEST, INC.
1650 Salem Industrial Drive
Salem, Oregon 97303
Telephone 503-391-8936
Fax 503-391-8980

APPROVAL STAMP:

APPROVED
PFS Corporation
Dallas - 3
01/27/04
HUD Manufactured Home Construction & Safety Standard

DRAWN BY:
James B Black
DATE DRAWN:
February 1, 2004
REVISION:
DATE BY:

SPECIAL INSTRUCTIONS, (IF APPLICABLE)

DRAWING TITLE:
Code Submittal
Floor Plan Sheet

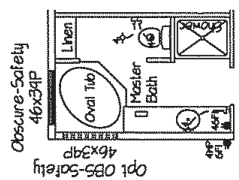
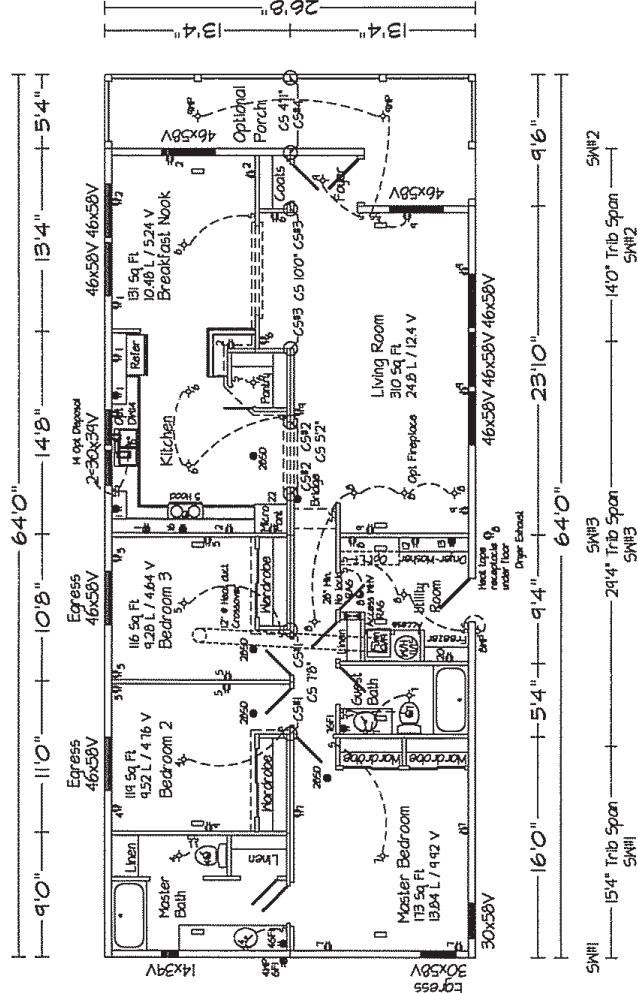
MODEL NUMBER:
HB-58733 P

GENERAL NOTES

1. Double-wide roof sheathing, 1/4" pif design shear value 16'0" maximum distance between shear-walls with 48" maximum skingit, at any location
2. Shearwalls are to be designed and constructed as per shearwall section, pages SW-1 to SW-14, of the Homebuilders Northwest, Inc. DAPIA Design manual
3. Maximum travel distance from the furthest bedroom door to the nearest exterior exit door shall not exceed 350'.

RIDGE BEAM AND COLUMN SUPPORTS

| Col. No | Uplift Strap | Column support stud sizes and numbers DAPIA pages C5-2,3; C5-2,4; C5-2,5; C5-3; C5-3,1 | 40 PSF (min req'd) | 60 PSF (min req'd) | 90 PSF (min req'd) | 120 PSF (min req'd) |
|---------|--------------|--|--------------------|--------------------|--------------------|---------------------|
| 1 | 1 | 3 - 2x3 | 3 - 2x3 | 4 - 2x3 | 4 - 2x3 | 5 - 2x3 |
| 2 | 1 | 2 - 2x3 | 2 - 2x3 | 3 - 2x3 | 4 - 2x3 | 4 - 2x3 |
| 3 | 1 | 3 - 2x3 | 3 - 2x3 | 4 - 2x3 | 6 - 2x3 | 7 - 2x3 |
| 4 | 1 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 | 1 - 2x6 |



PLAN NUMBER: **HB-734**

HB
NW

HOMEBUILDERS NORTHWEST, INC.
1650 Salem Industrial Drive
Salem, Oregon 97303
Telephone 503-391-8836
Fax 503-391-8980

APPROVAL STAMP:

APPROVED
PFS Corporation
Dallas - 4
02/13/04
HUD Manufactured Home
Construction & Safety Standard

DRAWN BY: **James B. Black**
DATE DRAWN: **February 1, 2004**
REVISION:

DATE BY:

SPECIAL INSTRUCTIONS (IF APPLICABLE):

DRAWING TITLE:
Code Submittal Floor Plan Sheet

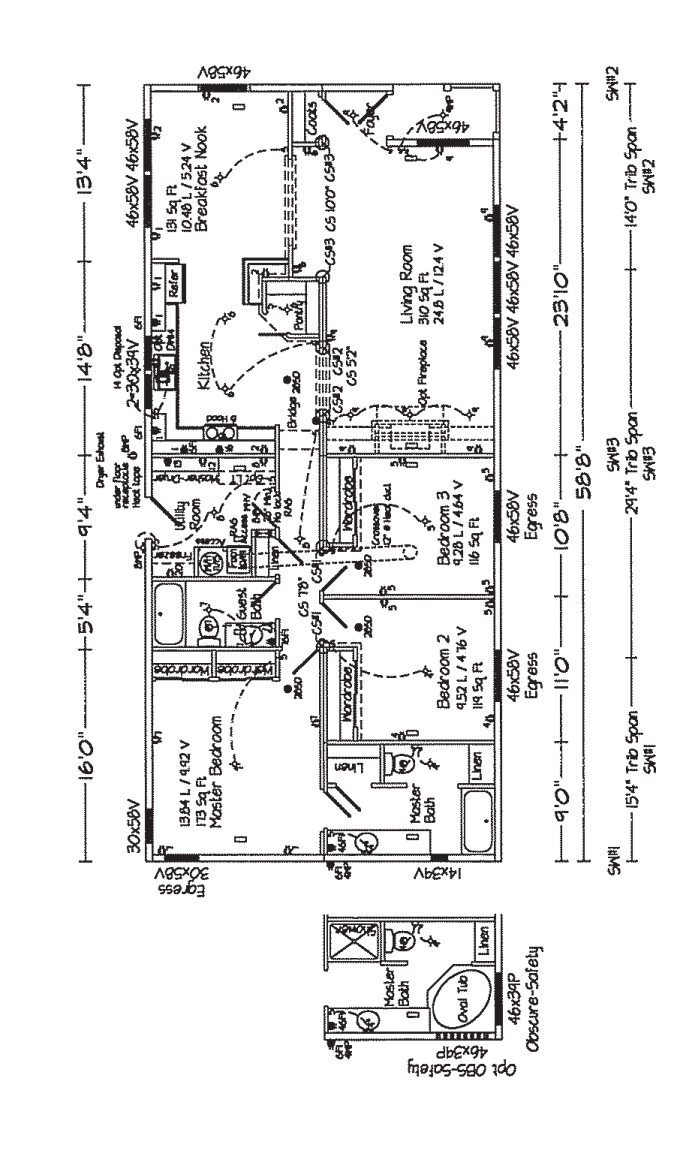
MODEL NUMBER:
HB-58734

GENERAL NOTES

1. Double-wide roof sheathing, 1/2" pif design shear values. 16'0" maximum distance between shear-walls with 48" maximum skylight at any location.
2. Shearwalls are to be designed and constructed as per shearwall section, pages SH-1 to SH-14, of the Homebuilders Northwest, Inc. DAPIA Design manual.
3. Maximum travel distance from the furthest bedroom door to the nearest exterior exit door shall not exceed 35'0".

RIDGE BEAM AND COLUMN SUPPORTS

| Col No | Uplift: Strap Gavn. | DAPIA pages CS-23; CS-24; CS-25; CS-3; CS-31 | 30 PSF (min. req'd) | 40 PSF (min. req'd) | 60 PSF (min. req'd) | 90 PSF (min. req'd) | 120 PSF (min. req'd) |
|--------|---------------------|--|---------------------|---------------------|---------------------|---------------------|----------------------|
| 1 | 1 | | 2 - 2x3 | 3 - 2x3 | 3 - 2x3 | 4 - 2x3 | 5 - 2x3 |
| 2 | 1 | | 2 - 2x3 | 2 - 2x3 | 3 - 2x3 | 3 - 2x3 | 4 - 2x3 |
| 3 | 1 | | 3 - 2x3 | 3 - 2x3 | 4 - 2x3 | 6 - 2x3 | 7 - 2x3 |




16'0" | 5'4" | 9'14" | 14'8" | 13'4"

9'10" | 11'0" | 10'8" | 58'8" | 23'10" | 4'2"

15'4" Trib Span SWH1 | 29'4" Trib Span SWH3 | 14'0" Trib Span SWH2

Opt OBS-Safety 46x39P
Obscure-Safety 46x59P

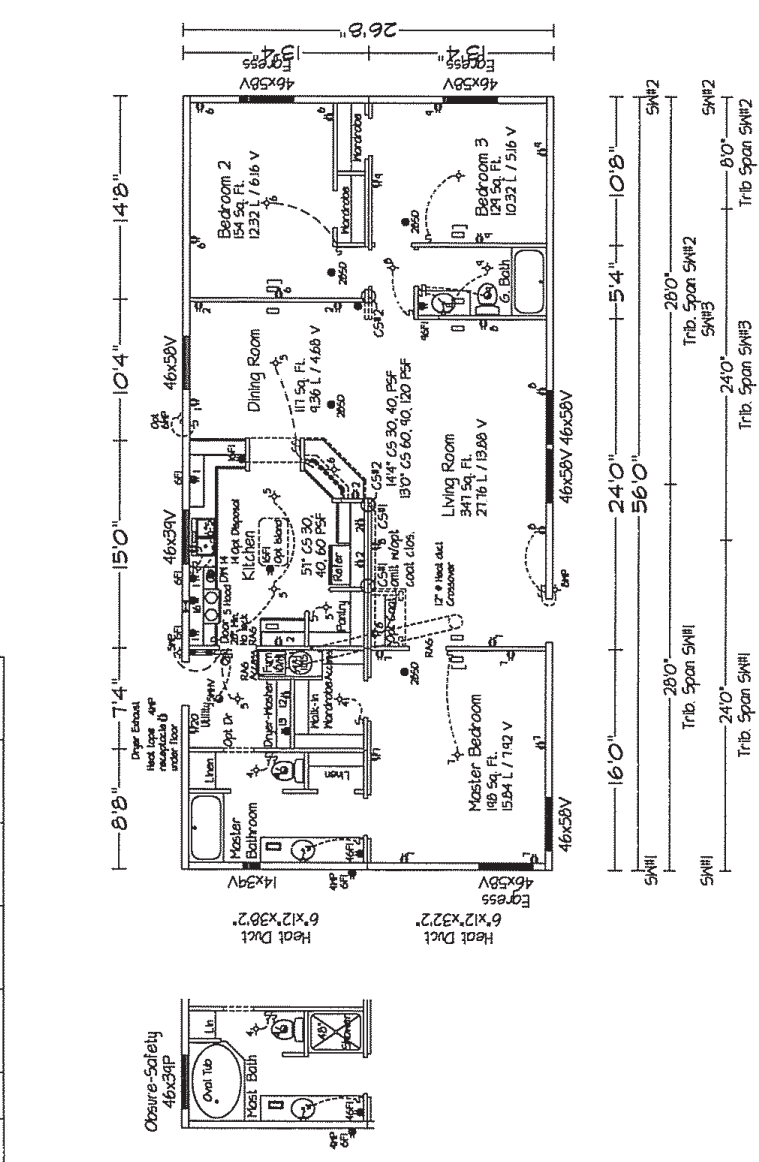
| | | | |
|--|---|--|--|
| PLAN NUMBER: HB-713 |  | HOMEBUILDERS NORTHWEST, INC. 1650 Salem Industrial Drive Salem, Oregon 97303 Telephone 503-391-8938 Fax 503-391-8980 APPROVAL STAMP: | APPROVED PFS Corporation Dallas - 2 03/17/03 HUD Manufactured Home Construction & Safety Standard |
| | | DRAWN BY: James B Black | DATE DRAWN: March 14, 2003 |
| | | REVISION: | DATE/BY: |
| SPECIAL INSTRUCTIONS, (IF APPLICABLE) | | | |
| DRAWING TITLE: Code Submittal Floor Plan Sheet | | | |
| MODEL NUMBER: HB-56713 | | | |

GENERAL NOTES

1. Double-wide roof sheathing, 1/4" pfl design shear value. 16'0" maximum distance between shearwalls with 48" maximum skylight at any location
2. Shearwalls are to be designed and constructed as per shearwall section, pages 5W-1 to 5W-4, of the Homebuilders Northwest, Inc. DAPIA Design manual.
3. Maximum travel distance from the furthest bedroom door to the nearest exterior exit door shall not exceed 350'.

RIDGE BEAM AND COLUMN SUPPORTS

| Col. No | Uplift Strap Quan (min req'd) | Column support stud sizes and numbers DAPIA pages C5-2.3; C5-2.4; C5-2.5; C5-3; C5-3.1 | | | |
|---------|-------------------------------|---|--------------------|--------------------|--------------------|
| | | 30 PSF (min req'd) | 40 PSF (min req'd) | 60 PSF (min req'd) | 90 PSF (min req'd) |
| 1 | 1 | 2 - 2x3 | 2 - 2x3 | 3 - 2x3 | N/A |
| 2 | 2 | 4 - 2x3 | 4 - 2x3 | 4 - 2x3 | 1 - 2x3 |



2005217 15000

EXHIBIT D
INITIAL RULES AND REGULATIONS

**SWAN MOUNTAIN VILLAGE
RULES AND REGULATIONS**

February 9, 2004

You have chosen to live in Swan Mountain Village, one of the most beautiful planned communities in Northwest Montana. It will remain an attractive community because the residents support strict compliance with the rules and regulations of Swan Mountain Village. Most residents choose Swan Mountain Village *because* of its rules and regulations. In order to preserve the overall aesthetics of Swan Mountain Village, certain activities and uses of property must be regulated. Specifically, Swan Mountain Village is a Housing for Older Persons (HOP) planned community for persons age fifty-five (55) and over. As such, Swan Mountain Village will comply fully with all requirements set forth in the federal Fair Housing Act (as amended), 42 U.S.C.A § 3601 et seq. (2002), and Montana's exemption to prohibited discriminatory practices, §49-2-305(10), Montana Code Annotated (2003), which requirements are necessary to preserve the status of Swan Mountain Village as a HOP community. Thank you for your compliance with these Rules and Regulations.

Section 1. Definitions

1.1 "UII" shall mean and refer to **Ultican Industries, Inc. d/b/a Swan Mountain Village**, its successors and assigns.

1.2 All other necessary definitions appear in the Declaration of Unit Ownership

Section 2. Purposes of Rules and Regulations

2.1 As stated in the Declaration, the Residents are subject to these Rules and Regulations to ensure the best use and the most appropriate development and improvement of the Park. The purposes of these Rules and Regulations are: to ensure the highest quality development and maintenance of the Park, its Facilities, and all other structures and improvements within the Park; to enhance the value of each Lot and to protect the Residents of Lots against such improper use of surrounding Lots as will depreciate the value of their home investment; to preserve so far as is practicable the natural beauty of the Park; to preserve the Park's status as a fifty-five (55) and over Housing for Older Persons (HOP) community within the guidelines of federal and state laws; to guard against the erection of structures in the Park built of improper or unsuitable materials; to encourage and secure the erection of attractive single-family homes in the Park with appropriate locations; to secure and maintain appropriate setback lines from Roadways and Lot boundaries; and to secure and maintain adequate Common Areas and Facilities for Residents.

Section 3. Residency, Age Restriction and Age Verification

3.1 Residency. Occupancy in the Park is limited to only those persons who apply for residency by completing all necessary forms and agreements required by UII and the Declaration, meet the requirements and qualifications contained in such forms and agreements, and register with UII as a Resident occupant of the Park.

3.2 Age Restriction. Swan Mountain Village is a fifty-five (55) and over Housing for Older Persons (HOP) community pursuant to the federal Fair Housing Act (as amended), 42 U.S.C.A. § 3601 et seq. (2002) and Montana's exemption to prohibited discriminatory practices, § 49-2-305(10), Montana Code Annotated (2003).

Pursuant to these laws, all Residents understand and agree that Swan Mountain Village shall be occupied in at least 80% of its lots by at least one person fifty-five (55) years of age or older. Further, all Residents understand and agree that no person under nineteen (19) years of age shall reside in any Residence in the Park for more than thirty (30) days in any annual period measured as of the commencement date of the lease, if the lot is leased or the closing date of any sale if the property is conveyed, to the anniversary date of the lease or closing date in the following year.

3.3 Age Verification Procedures. All Residents shall register with UII at the Park office and shall submit to all age verification procedures established by UII as UII deems necessary from time to time. Age verification procedures may include but are not limited to presentation of driver's license, passport or other reliable picture ID, birth certificate, execution of a sworn affidavit of age, and similar procedures. UII agrees not to reveal any Resident's personal information acquired as a result of these age verification procedures to anyone except as may be required by federal and state authorities to prove compliance with applicable laws referenced in section 3.2. By accepting the benefits of being a Resident of Swan Mountain Village, each Resident waives any and all right to privacy claims it may have against UII as a result of UII being required to produce evidence of compliance with applicable laws referenced in section 3.2.

3.4 Change in Roommates. Residents who comprise a Single Family not all related by blood, marriage, or legal adoption but who maintain a common household in a Residence (hereafter "Roommates"), and who wish to replace one Roommate with another shall first refer the proposed new Roommate to UII for its written approval of such change in Roommates. The proposed new Roommate shall comply at his/her expense with all residency application and age verification procedures established by UII and UII, in its sole discretion, reserves the right to deny residency to any prospective roommate for the following reasons: (i) failure to submit to residency application and age verification procedures, (ii) unsatisfactory credit worthiness, (iii) failure to meet the necessary age restrictions imposed by these Rules and Regulations, (iv) the prospective buyer has previously been evicted from this Park or any other rental facility, and (v) any other legal grounds.

Section 4. Property Use Restrictions

4.1 Residential Uses. All Residences shall be used, improved, and devoted exclusively to Single Family residential use. No gainful occupation, profession, trade, or other business or commercial use, whether part time or full time (other than UII use of the Park for marketing and sales purposes), shall be conducted on, in, or about any Residence, Common Area, or Roadway in the Park unless approved by UII in writing. "Business or commercial use" includes but is not limited to all at-home occupations. No person may enter the Park or any Residence for the purpose of receiving products or services arising out of a Resident's non-residential use. Approval of exceptions to this rule shall be based on the nature of the activity, its impact on Park traffic, and the extent of possible interference with other Residents' quiet use and enjoyment of their Residences.

4.2 Solicitation. Only necessary delivery personnel who are duly authorized by UII may have access to the Park. Solicitors, vendors, peddlers and the like are expressly prohibited in the Park. Please call the Park office immediately if you are bothered by any salesperson.

4.3 Yard and Garage Sales. Residents shall not hold or conduct a garage, yard, patio, porch or other sale of personal property except during specific times designated for such Park-wide sales events as may be approved by UII in writing from time to time.

4.4 Exemption for UII. Nothing contained in these Rules and Regulations shall be construed to prevent UII, or its duly authorized agents, from erecting or maintaining structures, improvements or signs necessary or convenient to the development or leasing of property within the Park.

Section 5. Homes and Improvements

5.1 Oversight of Installation. Upon delivery of a home to the Park and prior to the home being situated or installed on any Lot, a representative of UII must be present to ensure that the home meets all specifications set forth in the Design Specifications set forth on Exhibit D-1 attached hereto. Thereafter, a representative of UII must be present during all phases of the installation of the home on the Lot to oversee the installation and ensure that the home and all utility hook ups are properly installed in accordance with applicable building codes, regulations, and ordinances. Only a licensed electrician shall hook up the home's electrical service.

5.2 Foundation Access. Access doors shall be installed as close as is reasonably possible to utility connections, and shall be large enough to accommodate access to the crawl space by an adult person.

5.3 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings, cabinets or other structures initially approved by UII. No provision hereof shall be deemed to forbid the erection of temporary power structures incident to the construction and installation of buildings or structures by UII.

5.4 Improvements/Additions to Residence. Improving the Residence with a garage, carport, steps, porches, decks, awnings and similar improvements or additions is encouraged. All improvements or additions shall be approved in writing by UII, prior to construction and/or installation, and shall be constructed and/or installed in accordance with the Design Specifications attached hereto as Exhibit D-1 using materials approved by UII. If construction and/or installation of any improvement or addition is commenced without obtaining prior written approval of UII, UII reserves the right to demand that said improvement or addition be disassembled and removed from the Residence. All improvements and/or additions shall be stained or painted to compliment the home located on the Lot. All improvements or additions shall be constructed and/or installed in accordance with all applicable laws, regulations, and ordinances of any governmental bodies. It is the Resident's responsibility to secure UII's written approval for any and all building permits necessary and proper for the proposed improvement and/or addition in accordance with ¶ 4.5 herein. Any improvement and/or addition to the Residence shall be completed within sixty (60) days after commencement of construction and/or installation unless the Resident has obtained written approval from UII for a longer period.

5.5 Detached Storage Structures. One storage shed of an approved design, size, and material will be provided to each Residence by UII and placed on the Lot in a place approved by UII. Residents shall obtain prior written authorization from UII to erect or place any other storage structures on the Lot and shall obtain permission for the location of any additional storage structures. All sheds and similar detached storage structures shall meet the Design Specifications attached hereto as Exhibit D-1 and shall be stained or painted to compliment the home. All sheds and similar detached storage structures shall be secured to the ground and shall be situated on a concrete or asphalt pad or shall be equipped with a wood floor.

5.6 Windows. Residents shall not cover the window, inside or out, of any home or other structure located on any Lot with any foil, paper, cardboard, wood, or metal or other non-transparent substance or material. Residents shall install only customary curtains, shades, or blinds as window coverings. Materials designed to reduce or eliminate glare and harmful sunrays may be installed to the Manufacturer's specifications on the interior of the home only. Residents shall not stack boxes, furniture or other items, against the interior windows, so as to appear unsightly from the exterior of a home.

5.7 Antennas, Satellite Dishes, Other-Signal-Reception Equipment. No antenna, satellite dish or other device for the transmission or reception of television or radio signals (including ham radios) or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any home or Lot, whether attached to a building or structure or otherwise placed on the Lot.

5.10 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot and no Resident shall permit clothing to dry in such a manner as to be visible from any neighboring Residences or any Roadway.

5.11 Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained on any Residence, Lot, Common Areas, Facilities, or Roadways except the following: (i) signs required by legal proceedings; (ii) no more than one identification sign per Lot which sign shall be no more than one and one half (1 ½) square feet in size and shall meet the design specifications set forth on Exhibit D-1 attached hereto; (iii) No more than one sign advertising the sale of a home which sign shall be no more than two (2) square feet in size, professionally printed, and approved by UII; (iv) security or home protection signs; and (v) signs posted by UII on Common Areas, Facilities, or Roadways.

5.12 Security. All homes shall be equipped with at least one (1) fire extinguisher and at least three (3) smoke detectors. Residents shall ensure that the fire extinguisher and smoke detectors are operable at all times. It is the Resident's responsibility to take all reasonable steps necessary to secure adequate protection of their home, improvements, and other personal property.

Section 6. Yards

6.1 Walls and Fences. Other than as constructed by UII for the protection and safeguarding of Roadways, Common Areas and Facilities and the Residents using same, no solid wall, fence or hedge of any type shall be constructed or maintained on any Lot, boundary line or any other areas within the Park, unless specifically approved in writing by UII.

6.2 Landscaping. The use of landscaping in establishing the Residence is encouraged. All landscaping shall be in accordance with the design specifications attached hereto as Exhibit D-1 using materials approved by UII. Certain plantings will be prohibited as specified on said Exhibit as the same may be modified from time-to-time by UII or local governmental regulations. For any tree, shrub, or other planting where digging a hole deeper than 15 inches is contemplated, Residents shall obtain written permission from UII for the location of such tree or planting so as not to interfere with underground utilities. Residents shall, at all times, keep all trees, shrubs, grass and plantings of every kind on his/her/their Lot, including setback areas, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Residents shall maintain compliance with applicable standards and restrictions concerning maintenance of all plantings on said Exhibit, including the removal of dead bushes, trees, and grass

clippings. Existing trees to the rear of any Lot are part of a Resident's yard and the Resident shall be responsible for maintaining and watering such trees. Residents are prohibited from cutting down or removing existing trees to the rear of any Lot absent express written authorization of UII.

6.3 Gardens. Each Residence shall be permitted to maintain a small garden no larger than 150 square feet for the purpose of cultivating fruits and vegetables for personal consumption. Residents shall obtain written permission from UII for the location of any garden so as not to interfere with underground utilities. Residents shall, at all times, keep gardens neatly trimmed, properly cultivated and free of trash, weeds, dead plantings, and other unsightly material. Residents shall plant and maintain their gardens in accordance with the design specifications attached hereto as Exhibit D-1. Certain plantings will be prohibited as specified on said Exhibit as the same may be modified from time-to-time by UII or local governmental regulations.

6.4 Watering. Wasteful watering of any Lot or the landscaping, lawn, or gardens thereon is prohibited. Residents are encouraged to be mindful of their outside water use especially during drought years. Residents shall comply with any temporary water use regulations or ordinances imposed by any governmental agency or authority. Watering between the hours of 10:00 p.m. and 7:00 a.m. is prohibited.

6.5 Diseases and Insects. No Resident shall permit anything or any condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases, noxious weeds, or noxious insects.

6.6 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to impede vehicular or pedestrian traffic, or to encroach a neighboring Lot.

6.7 Lawns. UII shall provide weekly lawn maintenance services to all Residences during the growing season. Lawn maintenance services shall include only mowing, trimming, and the proper removal of grass clippings from all Residences. Lawn maintenance does not include fertilizing or watering lawns.

6.8 Mailboxes and Newspaper Receptacles. Residents shall not install individual mailboxes on their Lots. The Residents of each Lot have been provided an individual, locking mailbox located near the entrance of the Park or the community center. Maintenance of these individual mailboxes is the sole responsibility of the local Post Office. Residents should obtain keys for their individual mailboxes from the local Post Office. Residents of a Lot may install a newspaper receptacle on their Lot only if attached to their home, porch, patio, or deck.

6.9 Children's Outdoor Play Structures. UII provides a playground for the common use of all Residents and Guests. Residents shall not install, erect or place on any Lot any swing sets, basketball goals, playhouses, trampolines, or similar outdoor play structure unless specifically approved in writing by UII.

Section 7. Maintenance and Care of Residences

7.1 Maintenance and Repair of Buildings, Improvements, Structures, and Driveways. No home, building, improvement or structure on any Lot shall be permitted to fall into disrepair, and each such home, building, improvement and structure shall at all times be kept in good condition and repair and adequately painted, stained, or otherwise finished. Residents shall not do, or permit anyone else to do, anything to any home, building, improvement or structure which will impair the structural integrity thereof, unless prior written authorization of UII

is obtained. Homes with damaged roofing, windows, siding or flashing in the form of hail damage, tears, wind damage, dents, chipped and cracked paint, and similar damages shall be replaced or repaired in a cosmetically and structurally acceptable manner within 30 days. In the event any improvement or structure other than a home is damaged or destroyed, then such improvement or structure shall be immediately repaired or rebuilt or shall be demolished and immediately removed from the Lot within 30 days at the Resident's expense. Driveways and parking areas shall be kept clean and free of debris, oil, and other stains. All expenditures involved in the repair and maintenance of any home, building, improvement, structure, driveway, or parking area located on a Lot shall be the sole responsibility of the Resident(s). A Resident shall remove at its expense any improvement, including but not limited to carports, add-ons, decks, porches, sheds, etc., that interferes with repair of public utilities and services. The interior of carports, garages, and any other improvement or structure shall be kept in a neat and tidy manner at all times when the interior of the same is visible from the Roadway or a neighboring Lot.

7.2 Destroyed homes. In the event that a home is destroyed by fire or storm, it shall be removed from the Park at the Resident's expense within 30 days.

7.3 Maintenance of Roadways, Common Areas, and Facilities. These are governed by the Declaration.

7.4 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers. No trash containers shall be used except those provided by the trash collection provider or otherwise approved by UII. In no event shall any trash container be maintained so as to be visible from the Roadway or a neighboring Lot unless they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. Residents wishing to dispose of large items should arrange to have them transported to the county landfill or dispose of them in some other manner. No outdoor incinerators shall be kept or maintained on any Lot. Burning trash on any Lot or within the Park is prohibited. Residents shall be responsible for keeping the Roadway area adjacent to their Lot free from trash.

7.5 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except: (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a home, building, improvement or structure; or (ii) that which UII may require for the operation and maintenance of Roadways, Common Areas, and Facilities in the Park. UII may amend this rule in the future if it decides to erect a community wood shop in or near the community center. Likewise, UII may make exceptions to this rule upon written application by a Resident to permit such Resident to operate a small, personal wood shop in a garage located on the Resident's Lot. Approval of exceptions to this rule shall be based on the nature of the wood shop activity, the level of noise generated thereby, the proposed hours of operation, and the extent of possible interference with other Residents' quiet use and enjoyment of their Residences.

7.6 Firewood. Residents shall not cut firewood on their Lot or anyplace within the Park. Residents shall not cut trees located on their Lot for the purpose of firewood. Residents with fireplaces may store a quantity of firewood, not to exceed one face cord. The firewood must be stored in a neat and orderly manner on an approved stand, off the ground, located behind the shed or between the shed and the home. Woodpiles or other fire material shall be stored in a manner so as not to be attractive to rodents or other animals and to minimize the potential danger from fires.

7.7 Storage of Personal Property. During summer months, Residents shall only store on their Lot in public view a barbecue and standard lawn or patio furniture. During winter months, barbecues and patio and lawn furniture

shall be covered and stored to the rear of the home. All other personal property of every kind shall be stored in the home, garage, shed, or other enclosed storage structure located on the Lot at all times when not in active use. No household appliances may be stored outside the home. Residents shall ensure that children's toys of any kind are not permitted to be left unattended in the Roadway and are instead stored in the home, garage, shed, or other enclosed storage structure located on the Lot at all times when not in active use. Because of fire hazard, no flammable or hazardous materials of any kind, with the exception of those which may be listed in Exhibit D-1, are to be stored or maintained in, on or about and Residence. Lawn and garden fertilizers shall only be stored in the shed or other enclosed storage structure.

7.8 Snow Removal. UII shall provide snow removal services only to the Roadways, Common Areas, and Facilities. Each Resident is individually responsible for removing snow from the driveways, walkways, steps, decks and similar areas located on each Resident's Lot. Chemical ice solvents are permitted provided they are of a type that does not damage and deteriorate concrete, paving or lawn.

7.9 Winterization of Water Pipes. Residents are responsible for all water pipes and lines above ground serving their individual Residences. Residents shall install heat tapes or similar insulation material approved by UII on their personal water lines serving their homes no later than September 15th of every year. Residents shall not run water for extended periods of time to prevent their water pipes from freezing as this wastes water and causes sewer lines to freeze. Any damage caused by neglect, faulty heat tape or insulation, or running water shall be the sole responsibility of the Resident.

7.10 Maintenance During Period of Absence. Should a home or Lot be unoccupied at any time for any period of time, it is the Resident's responsibility to hire or appoint other individuals to maintain and care for the Residence, including the home and yard, in their absence. If the individuals hired or appointed shall fail to properly maintain and care for the Residence in accordance with these Rules and Regulations, UII reserves the right to take all steps necessary to bring such Residence into compliance with these Rules and Regulations and to bill the Residents therefor. UII shall send written notification of such bill to the affected Residents within thirty (30) days of incurring same, and the affected Residents shall pay such bill with the following month's association fees.

7.11 Home Repairs by UII. Any Resident who requests UII to make a service call or to dispatch Park maintenance personnel to do repairs of any kind in connection with the Resident's Residence which is not the responsibility of UII, shall be charged for the same at current rates for labor and material. Before making any such repairs, UII and/or Park maintenance personnel will notify the Resident that the repair is not the responsibility of the Park and that the Resident will be charged for the repair.

7.12 Notice. In the event a Resident fails to maintain their home and any improvements located thereon in accordance with these Rules and Regulations, UII will give such Resident thirty (30) days written notice of non-compliance, identifying specifically the needed maintenance or repairs. Failure to bring the home and improvements in compliance with these Rules and Regulations within such 30-day notice period shall result in a violation of these Rules and Regulations and the Declaration.

Section 8. Roadway Use Restrictions

8.1 Speed Limit. Residents and Guests shall comply with the Park speed limit of ten (10) miles per hour.

8.2 Driver's License. All persons operating motor vehicles of any kind in the Park must have a valid current driver's license.

8.3 Residents Responsible for Guests. Residents are responsible for the driving habits of their Guests.

8.4 Sports and Leisure. Roadways are for transportation only. Residents and their Guests shall not use Roadways for sports or leisure activities.

Section 9. Motor Vehicles, Recreational Vehicles, and Parking

9.1 Motor Vehicles in General. Due to limited parking and storage areas, there is a limit of two automobiles (pick-up or car) and one motorcycle per Lot. UII may make exceptions to this Lot limit upon written application by Lot Residents to park and operate an additional motor vehicle per Lot. Approval of exceptions to this rule shall be based on the size and nature of the proposed additional motor vehicle, the extent of parking space already occupied by other motor vehicles on the Lot, and the extent of possible interference with other Residents' quiet use and enjoyment of their Residences. All motor vehicles shall have current license and registration tags and shall be in good running condition, shall have quiet exhaust systems, and shall not have loud engines. Motor vehicles shall be used for transportation purposes only, not for sport or pleasure purposes, in the Park. Sport motorbikes and dirtbikes are prohibited in the Park.

9.2 Parking. It is the intent of UII to restrict on-street parking as much as possible. Motor vehicles of any kind, whether owned and operated by Residents or their Guests, shall be parked in garages, carports, residential driveways on a Lot, and other designated parking areas in the Park wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot; provided, however, this section shall not be construed to permit the parking of any motor vehicle otherwise prohibited by these Rules and Regulations. No vehicles shall be stored or parked on blocks. Residents and their Guests shall not park motor vehicles on lawns or patios, shall not block the flow of traffic, and shall not block the driveways of other Lots. Any Guest vehicle using designated parking areas in the Park for a period in excess of fifteen (15) days will be charged \$5.00 per day for parking. UII reserves the right to demand any Resident or Guest to move a motor vehicle which is parked in violation of these Rules and Regulations or have it towed at the Resident's and/or Guest's expense. The provisions of this section shall not apply to motor vehicles and equipment owned, operated, or hired by UII and parked in the designated maintenance areas.

Section 10. Animals

10.1 Pets and Animals. No animal, bird, fowl, swine, goats, poultry or livestock shall be maintained on any Lot except one (1) dog and one (1) cat (hereafter "pets"), and then only if said pets are kept, bred or raised solely as domestic pets and not for commercial purposes. Residents who wish to have a pet shall obtain written approval from UII, shall register said pet with UII at the Park office, and shall sign a pet agreement for any pet approved by UII. A picture of the pet must be supplied at the time of registration. UII reserves the right to deny or disapprove of any dog or cat which UII believes to constitute a safety hazard (for example, some Dobermans, Pitbulls, and Rottweilers.) Once a Resident's current pet dies, or is otherwise removed from the Park, the Resident may replace such pet with a new pet provided the Resident obtains written approval from UII, registers the new pet, enters into a new pet agreement, and conforms with all other such Rules and Regulations concerning pets. All pets shall be

licensed and have the necessary rabies and distemper vaccinations. All pets shall be spayed or neutered and Residents shall supply UII with proof of spaying and neutering to be kept on file at the Park office. Residents shall not permit Guests to bring pets into the Park at anytime, and Residents shall not care for the pets of Guests.

10.2 Wildlife. With the exception of bird feeders, Residents shall not feed or do anything to attract wild animals in the Park. Residents shall not shoot, kill, or trap wild animals in the Park.

10.3 Control of Pets. All pets shall be confined within the home when not outside and accompanied by a Resident. When outside and accompanied by a Resident, pets shall be tethered to a short leash and under such Resident's direct supervision and control. Residents shall not tether pets outdoors and leave them unattended at any time. Residents shall not permit their pets to run at large in the Park. Residents shall not construct or maintain a kennel or other structure for the care, housing, feeding or confinement of any pet on any Lot.

10.4 Pet Waste. Residents shall immediately pick up and properly dispose of all animal waste deposited in, on, or about any Roadways, Common Areas, or Facilities. Given that maintenance personnel will be performing lawn maintenance frequently, and given the problems pet waste poses to maintenance personnel and their equipment, Residents shall pick up and properly dispose of all animal waste deposited in, on, or about such Resident's Lot on a regular basis no less frequently than twice-weekly.

10.5 Pet Nuisance. Any pet that bites any person shall be removed from the Park permanently. Residents shall not permit their pets to make an unreasonable amount of noise, to deposit waste on another Resident's Lot, or to otherwise create a nuisance to other Residents. Any complaints about unreasonably noisy pets or nuisance pets shall be referred to UII in accordance with the grievance procedure set forth in Section 14. A first violation shall result in a written warning. A second violation in a twelve-month period shall result in a fine assessed against the Resident having control over the pet in the amount of \$50.00. A third violation in a twelve-month period shall result in permanent removal of the pet from the Park or eviction of the Resident.

Section 11. Guests

11.1 Guest Registration. Any Guest staying with a Resident for a period of fifteen (15) days shall register with UII at the Park office.

11.2 Conduct and Safety of Guests. Residents are responsible for the conduct and safety of their Guests while staying in the Park. All Guests shall be deemed to have read or been notified of these Rules and Regulations and all other rules, signs, or notices posted by UII in, on, or about any Roadway, Common Area, or Facilities within the Park. Any violation of these Rules and Regulations or any other rule posted within the Park by UII by a Guest shall be imputed to the Resident with whom such Guest is staying and the Resident shall take full responsibility for all such violations whether they involve the payment of expenses and full restitution, clean-up, or removal of personal property from a Lot. To avoid any misunderstanding or embarrassment, ensure that all Guests read and comply with these Rules and Regulations and other rules or notices posted within the Park.

Section 12. Personal Conduct and Safety

12.1 Laws and Unlawful Conduct in General. Residents shall comply with all federal, state and local laws, ordinances and regulations. A violation of any federal, state or local laws, ordinance or regulation which also interferes with other Residents' quiet use and enjoyment of their Residences may result in eviction. Residents shall not do any act or engage in any conduct that injures or threatens to injure the health and safety of UII personnel, Residents, or Guests. Residents shall not make any false report regarding UII, the Park, or any Resident to law enforcement or other public authorities and shall not defame UII, the Park, or any Resident. Residents shall not unreasonably interfere in the personal or business affairs of UII, the Park, or any Resident.

12.2 Nuisances; Construction Activities; Hazardous Activities; Lighting. No rubbish, debris or construction materials (other than temporary construction materials) of any kind shall be placed or permitted to accumulate upon or adjacent to any Residence. No odors or loud noises shall be permitted to arise or emit from any Residence so as to render such Residence, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other Residence or Resident. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Resident or Lot. Without limiting the generality of any of the foregoing provisions, no exterior loud speakers, horns, whistles, firecrackers, bells or other sound devices, except wind chimes and security devices used exclusively for security purposes and radio or stereo speakers played at a subdued level, shall be located, used or placed on any Lot. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this section. No activities shall be conducted upon or adjacent to any Lot, Roadway, or Common Area which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or weapons of any kind shall be discharged in the Park, no explosives or hazardous or toxic materials of any kind shall be discharged or stored upon any Lot, and no open fires shall be lighted or permitted on any Lot, Roadway, or Common Area except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace. No lighting will be permitted which causes unreasonable glare to neighboring Residences or Facilities except that lighting which is reasonably necessary for safety purposes.

12.3 Provoking Pets. Residents shall not tease, torment, or otherwise provoke the pets of other Residents.

12.4 Trespassing. Residents shall walk on designated community walkways and Roadways and shall not trespass through Lots or units owned by others.

12.5 Damage to Park. Residents and Guests shall not tamper with, cause damage to, or vandalize the Park, its Roadways, Common Areas, and Facilities, its fuses, electric connections, television connections, other Park utility connections, or the Residences and personal property of other Residents and Guests.

12.6 Persons Under Age 19. No Resident or Guest under the age of 19 shall loiter in, on, or about the Roadways, Common Areas, and Facilities of the Park. Residents and Guests under the age of 19 shall not be outside the confines of their home after 10:00 p.m. unless accompanied and directly supervised by an adult parent or guardian. During approved Park functions, Residents and Guests under the age of 19 may be outside the confines of their home after 10:00 p.m. without direct supervision by an adult parent or guardian, but only until the Park function ends.

12.7 Persons Under Age 14. All Residents and Guests under the age of 14 shall be accompanied and directly supervised by an adult parent, guardian or baby-sitter, who shall be at least 14 years of age, in any Roadways, Common Areas, or Facilities within the Park.

12.8 Alcohol and Drugs. Residents shall restrict the consumption of alcoholic beverages to the confines of their home, deck, porch, and patio areas. Any excessive and/or prolonged abuse of alcohol which interferes with other Residents' quiet use and enjoyment of their Residences may result in eviction. The use of illicit drugs or other controlled substances within the Park is prohibited. Any belligerent behavior, whether induced by alcohol, illicit drugs, or prescription drugs, is prohibited.

12.9 Use of Common Areas, Roadways, and Facilities. All Facilities are for the exclusive use of the Park Residents in good standing and Guests provided such Guests staying in excess of fifteen (15) days have registered and paid the required user fees. Use of Facilities by Residents and Guests who do not meet the foregoing qualifications shall be considered an unlawful trespass and such Residents and Guests will be required to leave the Facility. Residents and Guests shall observe and follow any and all additional rules, notices, and safety measures posted at or on any Common Area, Roadway, or Facility. Residents and Guests assume the risk of any and all injuries to person or property while using or while located in, on, or about the Common Areas, Roadways, and Facilities. UII shall not be responsible or liable to any person for accidents or injury to any person or property occurring in, on, or about the Common Areas, Roadways, and Facilities. There is no lifeguard or similar supervisory person on duty at any time at any Facility. Parents, guardians and babysitters are directly responsible for the safety of their children, or children within their control, and are directly responsible for ensuring that such children observe and follow the additional rules, notices, and safety measures posted at or on any Facility.

Section 13. Removal, Replacement, and Resale

13.1 Resale of Home and Improvements: UII First Option to Purchase: Qualifications of Purchaser. If a Resident desires to sell its home and improvements located on a Lot to a prospective bona fide purchaser, such Resident(s) shall be deemed to have first offered his/her/their home and improvements for sale to UII at the purchase price offered by such prospective bona fide purchaser. UII shall have an option to purchase the Resident(s)' home and improvements, such option to extend for a period of forty-five (45) days (hereafter "Option Period") after receipt of the Resident(s)' notice of offer from a prospective bona fide purchaser. If UII shall not exercise its option to purchase within the Option Period, the Resident may sell the home and improvements to the prospective bona fide purchaser. As a condition of the sale, the prospective bona fide purchaser shall first apply for residency by completing all necessary forms and agreements required by UII, shall meet the requirements and qualifications contained in such forms and agreements, and shall execute an Agreement to take effect as of the prospective date of closing or other date as agreed in writing by UII, the seller, and the prospective bona fide purchaser. UII, in its sole discretion, reserves the right to deny residency to any prospective bona fide purchaser for the following reasons: (i) failure to submit to residency application and age verification procedures, (ii) unsatisfactory credit worthiness, (iii) failure to meet the necessary age restrictions imposed by these Rules and Regulations, (iv) the prospective buyer has previously been evicted from this Park or any other rental facility, and (v) any other legal grounds. After seller and prospective bona fide purchaser have closed the sale, the purchaser shall provide UII proof of ownership of the home and improvements, such as copies of the title and bill of sale.

13.2 Outstanding Obligations of Selling Resident. If, at the time of closing of the sale of a home to a purchaser other than, the seller's home, the Lot, and any improvements thereon violate any of these Rules and Regulations and the seller's Lot security deposit is insufficient to pay for correcting any and all such violations, then the purchaser shall assume full responsibility for correcting any and all such violations at its sole expense. It is the purchaser's responsibility to consult with UII concerning any violations of these Rules and Regulations and to ensure that the seller corrects the violations prior to closing the sale. If a purchaser fails in this regard, purchaser's only remedy shall be to seek reimbursement or indemnification from the seller directly.

Section 14. Enforcement and Grievance Procedure

14.1 Enforcement. UII, in accordance with State and federal law, shall uniformly apply and enforce these Rules and Regulations and the Lease Agreement with each Resident. Notwithstanding the generality of the foregoing provision, UII may allow exceptions to the Rules and Regulations under circumstances of hardship to the extent making such exception does not violate state or federal law. UII shall have the right to enforce these Rules and Regulations by referring an appropriate matter to local law enforcement. The foregoing provision shall in no way prevent a Resident from registering his/her own complaint with law enforcement if appropriate. UII shall further have the right to enforce, by any proceeding at law or in equity, these Rules and Regulations in any court of appropriate jurisdiction and shall be entitled to any other appropriate relief including money damages, reasonable attorneys' fees and court costs. Failure by UII to enforce any violation of these Rules and Regulations shall in no event be deemed a waiver of the right to do so thereafter.

14.2 Notice. Any and all complaints by one Resident against another Resident or UII shall be initially submitted in writing to UII and shall state the nature of the problem, all relevant facts concerning who, what, when, where, and how, and if applicable, the particular rule(s) believed to have been violated.

14.3 Response and/or Investigation. Should UII disagree in principle to the propriety of any complaint, it shall provide the complaining Resident a written statement of its position on such matters, and if applicable, its intent or interpretation of the particular rule(s) involved. If UII believes the complaint warrants further inquiry into the matter, UII shall have the right to request the alleged offending Resident to respond to such complaint in writing or UII shall conduct further investigation concerning the complaint. If the written statements of the individuals involved and UII's independent investigation supports the conclusion that a violation in fact occurred, UII shall issue a written notice of violation to the offending Resident, and the offending Resident shall correct the violation or remit restitution for any damage caused within the time period stated elsewhere in these Rules and Regulations, but no later than thirty (30) days from the date of the notice of violation.

Section 15. Miscellaneous

15.1 Amendment. UII reserves the right to amend all or any part of these Rules and Regulations to such an extent and with such language as may be required to clarify a rule, comply with any and all federal, state, and local laws, codes, ordinances, or regulations, or when UII in its sole discretion determines amendment is necessary to meet the needs of the Residents. UII shall provide all Residents with thirty (30) days written notice of any amendments to these Rules and Regulations and the effective date thereof. UII shall post the amendment in a conspicuous place within the Park for thirty (30) days and shall provide each Resident with a copy of such amendment.

15.2 Assignment. UII reserves the right to assign these Rules and Regulations to any successor/owner of the Park, and they shall remain in full force and effect and binding upon the respective parties.

15.3 Severability. If any provision of these Rules and Regulations is held invalid or is in conflict with any other law, such invalidity or conflict shall not affect the validity or enforceability of any of the other provisions thereof.

15.4 Remedies Cumulative. The rights of UII contained herein are cumulative and not exclusive.

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15.5 No Waiver. Failure of UII to exercise any right shall not operate to thereafter forfeit that right or any other right.

15.6 Delivery of Notices and Documents. Any written notice or other documents relating to or required by these Rules and Regulations may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to a Resident at the address of any Lot or to any other address last furnished by a Resident to UII.

15.7 Headings and Construction. All captions, titles or headings used in these Rules and Regulations are for convenience and reference only and do not constitute matter to be construed in interpreting these Rules and Regulations. Words of any gender used in this Declaration shall be held and construed to include any other gender. Words in the singular shall include the plural, and words in the plural shall include the singular, unless the context requires otherwise.

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EXHIBIT E
BY LAWS OF ASSOCIATION

Exhibit E

**BYLAWS OF SWAN MOUNTAIN VILLAGE MANUFACTURED HOME PARK
HOME'S ASSOCIATION OF UNIT OWNERS**

* * * * *

KNOW ALL MEN BY THESE PRESENTS:

The undersigned constituting all unit owners hereby adopts the following By-laws of **SWAN MOUNTAIN VILLAGE MANUFACTURED HOME PARK HOME'S ASSOCIATION OF UNIT OWNERS** and should this Association of Unit Owners elect by 75% vote of the Unit owners elect to form a mutual benefit not for profit corporation pursuant to the Montana Nonprofit Corporation Act, shall serve as the initial bylaws of said corporation. It is understood that the Association of Unit Owners as established in the Declaration of Unit Ownership is the same entity as this entity and that an incorporated successor organization shall be treated as the same entity.

ARTICLE I - NAME

The name of the association of unit owners is: **SWAN MOUNTAIN VILLAGE MANUFACTURED HOME PARK HOME'S ASSOCIATION OF UNIT OWNERS**. Should this association become incorporated the name may be changed by an amendment hereto to comply with Montana law.

ARTICLE II - MEMBERSHIP

A. The membership of the Association shall be each owner of a unit as the term is used in the Declaration of Unit Ownership above referenced and the developer as referenced therein as the Declarant.

B. Until such time as Barry Richard Ultican and Karalyn J. Parks , the developer, has sold 3/4th of the units in the condominium, they shall be entitled to two votes for each unit owned by them.

C. As to all lot owners except the developer during the time clause B above is operating, there shall be one vote cast for each lot irrespective of the number of owners and should co-owners disagree, they shall cast fractional votes determined by the percentage of ownership of the lot as determined by public record. Should the public record not be specific, than each owner will be presumed to have equal ownership with his co- owners.

D. No contract seller or holder of a mortgage or security interest only shall be considered an owner.

ARTICLE III - DIRECTORS

A. The number of directors constituting the initial Board of Directors of this Association is two (2). The names and address of the persons who are serving as directors until the first annual meeting of the membership after 3/4ths (45 units) of the units have been conveyed by the developer, or until their successors are elected and qualified are: Barry Richard Ultican and Karalyn J. Parks of 1850 MT Highway 35 Kalispell, MT 59901-7709.

ARTICLE IV - INDEMNIFICATION

No officer or Director shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said officer or Director performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person and his heirs and administrators who shall serve at any time hereafter as a Director or officer of the Association from and against any and all claims, judgments and liabilities to which such person shall become subject by reason of his having been a Director or officer of the Association, or by reason of any action alleged to have been taken or omitted to have been taken by him as such Director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with the defense or payment of any such claim or liability; this shall include the duty or power to defend such person from all suits or claims as provided for under the provisions of the Montana Business Association Act; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his own criminal, intentional or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically herein provided for. The Association, its Directors, officers, employees and agents shall be fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such officer, and shall continue after such person has ceased to be a director, officer or employee, and shall inure to the benefit of the heirs, executors and administrators of such person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, either or not the Association would have the power to indemnify him against such liability under these provisions or of the Montana Business Association Act, should the Association become incorporated.

The right of any person to be indemnified shall be subject always to the right of the Association by its Board of Directors, in lieu of such indemnify, to settle any such claim, action, suit or proceeding at

the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE IV MEMBERS MEETING

Section 1. Annual Meetings. The annual meeting of the members of the Association shall be held at such place within or without the State of Montana as shall be set forth on the first Saturday of September of each year, at 2:00 o'clock P.M. If such day is a legal holiday, the meeting shall be on the next business day. This meeting shall be for the election of Directors and for the transaction of such other business as may properly come before it.

Section 2. Special Meetings. Special meetings of members, other than those regulated by statute, may be called at any time by the President, or the Board of Directors, and must be called by the President upon written request of the members which comprise members entitled to vote at such special meeting. Written notice of such meeting stating the place, the date and hour of the meeting, the purpose or purposes for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be given. The notice shall be given to each member of record in the same manner as notice of the annual meeting. No business other than that specified in the notice of the meeting shall be transacted at any such special meeting, unless all members are present or otherwise consent to or ratify such other transaction of business.

Section 3. Notice of Members Meetings. The Secretary shall give written notice stating the place, day, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, which shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid.

Section 4. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Montana, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the State of Montana, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association.

Section 5. Record Date. The Board of Directors may fix a date not less than ten (10) nor more than fifty (50) days prior to any meeting as the record date for the purpose of determining members entitled to notice of and to vote at such meetings of the members. The transfer books may be closed by the Board of Directors for a stated period not to exceed (50) days for the purpose of determining members entitled to receive payment of any dividend, or in order to make a determination of members for any other purpose.

Section 6. Quorum. A majority of votes of the Association, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than a majority of the votes are represented at a meeting, a majority of the votes so represented may adjourn meeting from time to time without further

notice. At a resumed meeting after any such adjournment at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of members in such number that less than a quorum remain.

Section 7. Voting. The voting rights are governed by the Articles of Incorporation, if this association is eventually incorporated and until then by these Bylaws and the Declaration of Unit Ownership. Association Members shall be allowed cumulative voting for directors.

Section 8. Proxies. At all meetings of members, a member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless other wise provided in the proxy.

Section 9. Informal Action by Members. Any action required to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE V. BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they deem proper.

Section 2. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than by this Bylaw, immediately following after and at the same place as the annual meeting of members. The Board of Directors may provide, by resolution, the time and place within or without the State of Montana, for the holding of additional regular meetings without other notice than this resolution.

Section 3. Special Meetings. Special meetings of the Board of Directors within or without the State of Montana, may be called by order of the Chairman of the Board, the President, or by the Directors. The Secretary shall give notice of the time, place and purpose of each special meeting by mailing the same at least two (2) days before the meeting or by telephoning or telegraphing the same at least one day before the meeting to each Director.

Section 4. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present, whereupon the meeting may be held, as adjourned, without further notice. At any meeting at which every director shall be present, even though without any notice, any business may be transacted.

Section 5. Manner of Acting. At all meetings of the Board of Directors, each Director shall have one vote. The act of a majority present at a meeting shall be the act of the Board of Directors, provided

a quorum is present.

Section 6. Vacancies. A vacancy in the Board of Directors shall be deemed to exist in case of death, resignation, or removal of any Director, or if the authorized number of Directors be increased, or if the members fail at any meeting of members at which any Director is to be elected, to elect the full authorized number to be elected at that meeting. Any vacancy shall be filled by first by allowing the unit owner who is not represented to name a new director and upon failure to so name after written notice requiring the same within 30 days, the Directors then in office, though less than a quorum, the replacement to hold office until the next annual meeting or until his successor is duly elected and qualified, except that any directorship to be filled by reason of removal by member action may be filled also by member action at the same time as removal. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of his term of office.

Section 7. Removals. Any director, except those appointed by the Developer, may be removed at any time by member action as set forth in herein.

Section 8. Resignation. A Director may resign at any time by delivering written notification thereof to the President or Secretary of the Association. Resignation shall become effective upon its acceptance by the Board of Directors; provided, however, that if the Board of Directors has not acted thereon within ten (10) days from the date of its delivery, the resignation shall upon the tenth day be deemed accepted. Any Director who is not a member of the Association and who ceases his employment with the Association shall be deemed to have resigned as a Director effective on the date he ceases his employment with the Association.

Section 9. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 10. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 11. Emergency Power. When, due to a national disaster or death, a majority of the Directors are incapacitated or otherwise unable to attend the meetings and function as Directors, the remaining members of the Board of Directors shall have all the powers necessary to function as a complete Board, and for the purpose of doing business and filling vacancies shall constitute a quorum, until such time as all Directors can attend or vacancies can be filled pursuant to these Bylaws.

Section 12 Chairman. The Board of Directors may elect from its own number a Chairman of the Board, who shall preside at all meetings of the Board of Directors, and shall perform such other duties

as may be prescribed from time to time by the Board of Directors. Chairman of the Board shall also serve as President of the Association.

ARTICLE VI, OFFICERS

Section 1. Number. The officers of the Association in addition to the Chairman of the Board (President) as stated above, may at the discretion of the Board of Directors include a Vice President, a Secretary, and a Treasurer, each of whom shall be elected by a majority of the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two or more offices may be held by the same person. Officers may or may not be Directors or members of the Association.

Section 2. Election and Term of Office. The officer of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Resignations. Any officer may resign at any time by delivering a written resignation either to the President or to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 4. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any such removal shall require a majority vote of the Board of Directors, exclusive of the officer in question if he is also a Director.

Section 5. President. The President shall be the chief executive and administrative officer of the Association. He shall preside at all meetings of the members and at meetings of the Board of Directors. He shall exercise such duties as customarily pertain to the office of President and shall have general and active supervision over the property, business, and affairs of the Association and over its several officers. He may appoint offices, agents, or employees other than those appointed by the Board of Directors. He may sign, execute and deliver in the name of the Association powers of attorney, contracts, bonds and other obligations and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws.

Section 6. Vice-President. The Vice-President shall have such powers and perform such duties as may be assigned to him by the Board of Directors or the President. In the absence or disability of the President, the Vice-President shall perform the duties and exercise the powers of the President. A Vice-President sign and execute contracts and other obligations pertaining to the regular course of his duties.

Section 7. Secretary. The Secretary shall, subject to the direction of the President, keep the

minutes of all meetings of the members and of the Board of Directors and, to the extent ordered by the Board of Directors or the President, the minutes of meetings of all committees. He shall cause notice to be given of meetings of members, of the Board of Directors, and of any committee appointed by the Board. He shall have custody of the corporate seal and general charge of the records, documents and papers of the Association not pertaining to the performance of the duties vested in other officers, which shall at all reasonable times be open to the examination of any Director. He may sign or execute contracts with the President or the Vice-President in the name of the Association and affix the seal of the Association thereto. He shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws. He shall be sworn to the faithful discharge of his duties. Assistant Secretaries shall assist the Secretary and shall keep and record such minutes of meetings as shall be directed by the Board of Directors.

Section 8. Treasurer. The Treasurer shall, subject to the direction of the President, have general custody of the collection and disbursement of funds of the Association. He shall be responsible for endorsing on behalf of the Association for collection checks, notes and other obligations, and depositing the same to the credit of the Association in such bank or banks or depositories as the Board of Directors may designate. He or the Secretary may sign, with the President or such other persons as may be designated for the purpose by the Board of Directors, all bills of exchange or promissory notes of the Association. He shall enter or cause to be entered regularly in the books of the Association full and accurate account of all monies received and paid on account of the Association; shall at all reasonable times exhibit his books and accounts to any Director upon application at the office of the Association during business hours; and, whenever required by the Board of Directors or the President, shall render a statement of his accounts. He shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws. He shall give bond for the faithful performance of his duties in such sum and with or without such surety as shall be required and approved by the Board of Directors. He has authority to employ independent accountants with approval of the Board of Directors.

Section 9. General Manager. The General Manager shall be the Manager as set forth in the Declaration of Unit ownership. He shall be the chief operating officer of the Association, and, subject to the directions of the Board of Directors and the President, shall have general charge of the business operations of the Association and general supervision over its employees and agents. He shall have the exclusive management of the business of the Association and of all of its dealings, but at all times subject to the control of the Board of Directors.

Section 10. Other Officers. Other officers shall perform such duties and have such powers as may be assigned to them by the Board of Directors.

Section 11. Salaries. The salaries or other compensation of the officers of the Association, if any, shall be fixed, by contract or otherwise, from time to time by the Board of Directors, except that the Board of Directors may delegate to any person or group of persons the power to fix the salaries or other compensation of any subordinate officers or agents. No officer shall be prevented from receiving any such salary or compensation by reason of the fact that he is also a Director of the Association.

Section 12. Surety Bonds. In case the Board of Directors shall so require, any officer or agent of the Association shall execute to the Association a bond in such sums and with such surety or sureties as

the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Association, including responsibility for negligence and for the accounting for all property, monies or securities of the Association which may come into his hands.

ARTICLE VII, CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loan or advance shall be contracted on behalf of the Association, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the Association shall be mortgaged, pledged, hypothecated, or transferred as security for the payment of any loan, advance, indebtedness or liability of the Association unless and except as authorized by the Board of Directors. Any such authorization may be general or confined to specific instances.

Section 3. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select, or as may be selected by any officer or agent authorized to do so by the Board of Directors.

Section 4. Checks and Drafts. All notes, drafts, acceptances, checks, endorsements and evidences of indebtedness of the Association shall be signed by such officer or officers or such agent or agents of the Association and in such manner as the Board of Directors from time to time may determine.

ARTICLE VII, WAIVER OF NOTICE

Whenever any notice is required to be given to any member or Director of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation if applicable, or under the provisions of the Montana Non Profit Association Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice and shall constitute a release of any claim based upon or arising out of the failure to give or receive such notice. Attendance at any meeting shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the legality of that meeting.

ARTICLE VIII, POWERS

The Association though its board of directors has such powers as are necessary to carry out the obligations imposed on the manager and association though the Declaration filed with the clerk and recorder of Flathead County Montana.

ARTICLE IX, AMENDMENTS

These Bylaws may be altered, amended, repealed or new bylaws adopted by a majority of the

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entire Board of Directors at any regular or special meeting. Any bylaw adopted by the Board may be repealed or changed by action of the 3/4th of the members using the voting determination as stated herein.

The foregoing Bylaws were approved and adopted by the Board of Directors of SWAN MOUNTAIN VILLAGE this 3rd day of ~~AUGUST~~, 2005.

APPROVED:

Barry R. Ullman Director Karalyn Parks Director

2005217 15000

CONSENT AND APPROVAL

We, the undersigned, being all of the members of the above Association, do hereby approve the foregoing Bylaws for said Association, and we do hereby ratify the action of the Board of Directors in their adoption of said Bylaws.

APPROVED:


Member


Member