200101216460

7

CONDOMINIUM DECLARATION OF THE MOUNTAIN VIEW CONDOMINIUM

7

APPROVED 1.11.01 UTL

with PLAT

0621502
0002968
0002972
0002973

This condominium declaration is made by Northern Lights Development No. 1 LLC, a limited liability company formed under the laws of the state of Montana whose address is 306 Stoner Loop Road, P.O. Box 1116, Lakeside, Montana 59922 (referred to in this declaration as the "Declarant") pursuant to Montana Code Annotated Sections 70-23-301 and 70-23-302. The purpose of this declaration is to submit the real property described in this declaration, and the improvements constructed on that real property, to the condominium form of ownership and use in the manner provided for in the Unit Ownership Act of the State of Montana, MCA Sections 70-23-101 through 70-23-902.

Section 1. The real property which is subject to this declaration. The real property which is subject to this declaration is the real property located in Flathead County, Montana, described as follows (referred to in this declaration as the "Property"):

Lot 6A of the amended subdivision plat of: Lots 10, 11, & 6, The Village at Lakeside, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Section 2. Then name of the project. The name of the project is the Mountain View Condominium.

Section 3. Definitions. In this declaration, unless the context requires otherwise, the following definitions apply:

(i) **"Act"** means the Unit Ownership Act of the State of Montana, MCA Sections 70-23-101 through 70-23-902, as amended from time to time.

(ii) "Articles of Incorporation" means the articles of incorporation of the Association.

(iii) "Assessment" means the charges levied on Units by the Association pursuant to this Declaration to pay the Common Expenses.

(iv) "Association" means Mountain View Condominium Association, Inc., a Montana non-profit corporation.

(v) "Board" means the board of directors of the Association.

(vi) "Buildings" means the three buildings constructed on the Property as part of the Project, as described in Section 4 of this declaration. The location of the Buildings on the Property is shown on the Plat.

(vii) "Bylaws" means the bylaws of the Association, ~~a copy of which is attached to this declaration as Exhibit B~~, as amended from time to time.

(viii) "Common Elements" means the General Common Elements and the Limited Common Elements.

(ix) "Common Expenses" means the following:

(A) The expenses of administration, operation, maintenance, repair, remodeling, and replacement of the Common Elements, including utility charges or services for the Project which are not separately metered or charged for each Unit.

(B) The premiums for insurance policies covering the Project and the Association.

(C) The expenses of managing and operating the Association, including but not limited to compensation paid by the association to a Manager, accountants, attorneys, an insurance trustee, and other employees, professionals, independent contractors, and consultants.

(D) The establishment and maintenance of reserve funds for general working capital, the replacement of specific Common Elements of the Buildings, the payment of insurance deductibles and other losses not covered by insurance, and other purposes considered desirable by the Association.

(E) Expenses which all of the Owners agree are Common Expenses.

(F) Common Expenses which are assessed to a Unit before the foreclosure of a mortgage or a trust indenture, but which remain unpaid after the foreclosure of the mortgage or the trust indenture, will become a Common Expense of all of the Units pursuant to MCA §70-23-610, which states that "[w]here 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."

(x) "Condominium Documents" means this declaration, the Articles, the Bylaws, and any Rules and Regulations adopted by the Association pursuant to the Bylaws.

(xi) "Declarant" means Northern Lights Development No. 1, LLC, a limited liability company formed under the laws of the state of Montana and its successors, or any Person to whom the rights and responsibilities of the Declarant are transferred pursuant to this declaration.

(xii) "General Common Elements" means all of the Project with the exception of the Units, including but not limited to the following items, but with the exception of any portion of those items which is a Limited Common Element:

(A) The Property except for any portion of the Property which is included in a Unit, and all easements which are appurtenant to the Property.

(B) The entrance and exit roads, interior circulation roads, parking lots, sidewalks, lighting, signs, lawns, and landscaping constructed or installed on the Property.

(C) The foundations, columns, girders, beams, joists, supports, exterior walls, the structural elements of the second and third floor inside each Unit, interior walls between Units, window frames, exterior door frames and doors, garage door frames and doors, and roofs of the Buildings.

(D) All communication and electrical wires, pipes, switches, outlets, valves, junction boxes, circuit breakers, tanks, pumps, motors, lawn and landscaping irrigation equipment, wells, sewer lines, and other facilities and equipment which exist for common use, with the exception of those portions of those facilities and equipment which are located inside a Unit and serve only that Unit.

(xiii) "Limited Common Elements" means the following:

(A) The decks adjacent to the second floor of each Unit.

(B) The areas adjacent to the front and back doors on the ground floor of each Unit which are identified in the Plans as a Limited Common Element. These areas include concrete porches and deck supports at ground level outside the front and back door of each unit, and a rock wall in front of the front door of each unit.

(C) The area adjacent to the Unit on each end of each Building which contains a parking space, and which is identified in the Plans as a limited common element.

(H) Any other Common Element which is identified on the Plans as being reserved for the use of a specified Unit or group of Units to the exclusion of the other Units.

(I) Any other Common Element which all of the Owners agree to reserve for the use of a certain Unit or group of Units to the exclusion of the other Units.

(xiv) "Majority of the Owners" means, unless this declaration provides otherwise, the Owners of more than fifty percent in the aggregate of the undivided ownership interests in the General Common Elements, as specified in Exhibit C.

(xv) "Manager" means the property manager, property management company, or other Person appointed by the Association to administer and manage the Project.

(xvi) "Occupant" means a Person or Persons, other than the Owner, in possession of a Unit.

(xvii) "Owner" means the Person or Persons who own a legal or equitable fee simple interest in a Unit, either individually or as co-owners in any real estate tenancy relationship recognized under the laws of the state of Montana. The term "Owner" includes the buyer under a contract for deed and the grantor under a trust indenture, but does not include the seller under a contract for deed, the lessee of a Unit, or a person who holds an interest in a Unit as security for a debt or other obligation.

(xviii) "Person" means a natural person, a trustee, a personal representative, a corporation, a partnership, a limited liability company, a joint venture, a government entity, or any other individual or entity capable of holding title to real property.

(xix) "Plans" means the floor plans of the Buildings which are attached to this declaration as Exhibit B. The accuracy of the Plans has been certified by the engineer's certificate which is attached to the Plans pursuant to MCA §70-23-306.

(xx) "Plat" means the map of the Property which is attached to this declaration as Exhibit A, which shows the location of the Buildings on the Property, and the dimensions and area of each of the Buildings.

(xxi) "Project" means the Property, and the Buildings and other improvements constructed on the Property, which consist of the Units and the Common Elements.

(xxii) "Property" means the parcels of real property described in Section 1 of this declaration.

(xxiii) "Rules and Regulations" means the rules and regulations, if any, adopted from time to time by the Association pursuant to the Bylaws, relating to the possession, use, and enjoyment of the Units and the Common Elements.

(xxiv) "Unit" means a portion of the Project including one or more rooms in one of the Buildings intended for any type of independent use and with a direct exit to a public street or highway or to a common area leading to a public street or highway. The locations and dimensions of the Units are shown in the Plans. Exhibit C lists the approximate area of

each Unit, and the undivided percentage interest in the General Common Elements which is appurtenant to each Unit. Section 5 of this declaration defines the boundaries of the Units.

(xxv) "Unit Designation" means the number which designates a Unit in this declaration and the Plans.

Section 4. General description of the Buildings. The Project will consist of three identical Buildings. The Buildings will be three stories tall, and will contain a total of 2112 gross square feet per floor. Each Building will contain three residential living units. Each residential living unit will be three stories tall and will have independent entrance doors at ground level. Each residential living unit will have wooden decks on the front and back of the second floor. The foundations of the Buildings will be concrete, the exterior walls of the Buildings will be constructed of wood 2 x 6 framing with engineered wood siding, and the roof of the Buildings will be constructed of asphalt shingles. All interior wall surfaces will be gypsum wallboard over wood studs. The ceilings in the Buildings will be gypsum wallboard. Each residential living unit will include a one-car garage. There will be a 4.5 foot high river rock wall at the base of the supports for the front deck of each Unit.

Section 5. Boundaries of the Units. The horizontal and vertical boundaries of each Unit (i.e. the bottom, top, and sides of each Unit) are as follows:

(i) Lower horizontal boundary. The lower horizontal boundary of each Unit will be the top surface of the concrete slab underneath the first floor of that Unit. Each Unit will include all carpets and pads, floor tile, wooden flooring, and other flooring materials installed on top of the concrete slab.

(ii) Upper horizontal boundary. The upper horizontal boundary of each Unit will be the bottom surface of the joists which support the drywall ceiling above the third floor of that Unit. Each Unit will include the drywall ceiling installed on the ceiling joists, and the lighting fixtures installed on or in the drywall ceiling.

(iii) Vertical boundaries. The vertical boundaries of each Unit will be the inside surface of the studs which support the drywall walls on the perimeter of that Unit, the inside surface of the door frames and doors on the perimeter of that Unit, the inside surface of the window frames on the perimeter of that Unit, and the outside surface of the glass in the windows on the perimeter of that Unit. Thus, each Unit will include the glass in the windows of that Unit, the drywall walls on the perimeter of that Unit, all interior walls inside the Unit, and all doors and door frames in interior walls, but each Unit will not include the window frames, exterior doors, and exterior door frames.

Section 6. Items included and not included in the Units. Each Unit will include the following items which are located inside the boundaries of that Unit: all interior walls, all interior doors and door frames, all toilets, sinks, bathtubs, showers, and other plumbing fixtures; all heating

and air conditioning equipment in the Unit; and all wires, cables, pipes, ducts, valves, vents, switches, outlets, and other utility equipment which extends into that Unit and serves only that Unit.

Section 7. Interest in the Common Elements. The Owner of a Unit will also own, as an appurtenance to the Unit, an undivided interest as a tenant in common in the Common Elements of the Project. The undivided percentage of ownership of the Common Elements which is appurtenant to each Unit is specified in Exhibit C, and is the ratio of the number of square feet of floor area in that Unit to the total number of square feet of floor area in all Units. The undivided interest as a tenant in common in the Common Elements which is appurtenant to a Unit cannot be separated from that Unit, and will be conveyed or encumbered with the Unit even though the undivided interest is not expressly mentioned or described in the conveyance or other instrument.

Section 8. How the area of the Units is measured. The area of each Unit which is listed in Exhibit C was established by measuring the total number of square feet located within the boundaries of that Unit, without deducting the area of interior walls. The area of each Unit which is listed in Exhibit C will be used for all purposes under this declaration, notwithstanding any differences which may exist between the area shown in Exhibit C and the actual area of the Unit due to variances in construction of the Building, or settling or lateral movement of the Building, unless all of the Owners of Units which are affected by those differences in area agree to amend Exhibit C to adjust and correct those differences in area.

Section 9. Each Owner's exclusive right to use its Unit. Each Owner of a Unit will have the exclusive right to use that Unit, subject to the terms and conditions of this declaration and the other Condominium Documents.

Section 10. Each Owner's non-exclusive right to use the General Common Elements. Each Owner of a Unit will have the non-exclusive right, in common with all of the other Owners, to use the General Common Elements of the Project for the purposes for which they are intended to be used, subject to the terms and conditions of this declaration and the other Condominium Documents. No Owner may use the General Common Elements in a manner which restricts, interferes with, or impedes the use of the General Common Elements by other Owners.

Section 11. Use of the Limited Common Elements. Each Owner of a Unit will have the exclusive right to use the Limited Common Elements which are appurtenant to that Unit.

Section 12. Covenant against partition of the Common Elements. The Common Elements will remain undivided, and no Owner will have the right to bring any action for division or partition of any of the Common Elements, unless and until this declaration is terminated.

Section 13. Easements. (a) The following easements will be appurtenant to each Unit, and will be for the benefit of the Owner of that Unit:

(i) Each Unit will have a non-exclusive easement for ingress and egress through the Common Elements for access between the Unit and public streets.

(ii) Each Unit will have a non-exclusive easement for use and enjoyment of the General Common Elements for the purposes for which they are intended to be used.

(iii) Each Unit will have a non-exclusive easement through the other Units and the Common Elements for the use, maintenance, repair, improvement, and replacement of the wires, pipes, conduits, ducts, flues, and all other General Common Elements which serve that Unit.

(b) Each Unit will be subject to the easements described below. Except in the case of emergencies, these easements will only be exercised at reasonable times and after giving notice to the Owner of the Unit.

(i) Each Unit will be subject to an easement for the benefit of the Association and the other Units for the use, maintenance, repair, improvement, and replacement of the General Common Elements which are located inside that Unit, and for any other maintenance and repair which is the responsibility of the Association under this declaration.

(ii) Each Unit will be subject to an easement for structural support for the benefit of all of the other Units in the same Building.

(iii) Each Unit will be subject to any easement for the benefit of the Association to inspect the Unit; to take action to protect the Project; and to cure violations of this declaration, the Rules and Regulations, and any applicable laws or regulations.

(c) The easements described in this section are perpetual easements, and the benefits and burdens of these easements will run with the title to each Unit. The easements described in this section will be subject to this declaration and to the Rules and Regulations promulgated by the Association.

Section 14. The Association's exclusive right to grant easements. The Association has the exclusive right to grant licenses, easements, and rights of way across the Project for sewer lines, water lines, power lines, communication lines, underground conduits, storm drains, roads, and other public and private purposes. If the Board of the Association approves the granting of such an easement, the officers of the Association have the power to execute and deliver such an easement on behalf of all of the Owners of Units in the Project, and none of the Owners need to join in the easement.

Section 15. Sale, encumbrance, or lease of Units. (a) Each Owner will have the right to sell its Unit or Units. When a Unit is sold, the former Owner and/or the new Owner will promptly notify the Association in writing of the name and address of the new Owner.

(b) Each Owner will have the right to grant a mortgage or trust indenture on its Unit, or to otherwise encumber its Unit, and this declaration does not restrict in any way the right of the holder of any mortgage, the beneficiary of any trust indenture, or the seller under a contract for deed to pursue a foreclosure action, to pursue trustee's sale proceedings, to forfeit a buyer's interest under a contract for deed, to accept a deed in lieu of foreclosure from an Owner, or to exercise any other right or remedy customarily given to lenders or sellers in mortgages, trust indentures, or contracts for deed.

(c) Each Owner will have the right to lease its Unit, and to permit the tenant to enter into subleases or assignments of the lease. All leases must be in writing, and must expressly state that the lease is made subject to all of the terms and conditions of this declaration and the other Condominium Documents. The Owner of a Unit must deliver a copy of each lease of the Unit to the Association before the tenant takes possession of the Unit. A Unit may not be leased or used for transient or hotel purposes. For the purposes of this declaration, "transient or hotel purposes" means the rental of a Unit for any period of less than 30 days, or any rental of a Unit if the Occupants of the Unit are provided with customary hotel services, such as room service for food and beverages, maid service, laundry and linen service, and bellboy service.

Section 16. Limitations on use of the Units. (a) The Units may be used only for the following purposes:

(i) For use as a single family residence and associated uses. The term "single family residence" means a single housekeeping unit, operating on a nonprofit, noncommercial basis between its Owners and/or Occupants, cooking and eating with a common kitchen and dining area.

(ii) The Owner or Occupant of a Unit may engage in business activities in that Unit, provided that the Owner or Occupant is occupying the Unit as his or her residence, and those business activities do not involve (A) visits to the Unit by employees, customers, and other members of the general public, (B) manufacturing or other industrial activities in the Unit, or (C) significant deliveries of materials or inventory to the Unit.

(b) The Units may not be used for the following purposes:

(i) For overnight or other short term occupancy in the manner of a hotel or motel.

(ii) No industry, business, trade, occupation, profession, or other commercial, educational, religious, or other similar activity may be conducted, maintained, or permitted in a Unit, except as permitted by Paragraph (a)(ii) of this section.

Section 17. General restrictions on use of the Project. The Project, and all use of the Project by Owners, Occupants, and other Persons, is subject to the following restrictions:

(i) No impairment of the building. No activity may be pursued, and no remodeling or other alterations may be performed, which may impair the structural integrity, safety, or soundness of the Building.

(ii) No overloading of electrical circuits. No electrical device or equipment may be used which exceeds the capacity of the circuits to which it is connected, or which may overload or damage the electrical systems in the Project.

(iii) No annoying or unsafe activities. No noxious, offensive, disturbing, annoying, irritating, dangerous, or unsafe activity, and no activity which may interfere with the rights, comfort, or convenience of other Owners, may be carried on or permitted.

(iv) No excessive noise. No Owner or Occupant may operate any television or other sound system or play any musical instrument at such a high volume that it unreasonably disturbs other Owners or Occupants.

(v) No activities which impair insurance coverage. No activity may be pursued which increases the rate of insurance on the Project and its contents, or which cases the cancellation or suspension of any insurance policy on the Project, or which cases the Project or its contents to be uninsurable against casualty or liability, without the prior written consent of the Association. As a condition to consenting to an activity, the Association may require the Owner or Occupant which wishes to pursue the activity to pay any additional insurance premiums incurred by the Association and/or other Owners and Occupants as a result of the activity.

(vi) Pets. No animal, bird, reptile, livestock, or poultry of any kind may be raised, bred, or kept in a Unit or Common Element with the exception of no more than one dog of gentle disposition, no more than two cats, seeing eye dogs, hearing ear dogs, and similar trained animals, and such other household pets as the Association may determine are compatible with the character and existing uses of the Project. Animals may not be kept or bred for commercial purposes in the Project. The owners of pets are required to clean up after them. No outside dog pens or kennels will be permitted in the Project except in the limited common area behind each Unit. All pets must be licensed and inoculated as required by law. Any Owner or Occupant who keeps a pet in any portion of the Project is obligated to defend, indemnify, and hold harmless the Association and all other Owners and Occupants against any loss, claim, or liability relating to the pet. If the Association determines that a pet is causing an unreasonable nuisance or disturbance, or that the pet's owner is not performing his or her obligations with respect to the pet, then the Association has the right and power to require that the pet be permanently removed from the Project within seven days after the pet's owner receives written notice of the decision from the Association.

(vii) No unlawful or immoral activities. All Owners and Occupants will comply with all applicable laws, regulations, and zoning ordinances which apply to the Project, and no immoral, improper, or unlawful use will be made of any portion of the Project.

(viii) Use of the Common Elements. The Common Elements (including both the General Common Elements and the Limited Common Elements) will be kept free and clear of rubbish, debris, and other unsightly materials. Nothing may be altered on, constructed on, or removed from the Common Elements without the prior written approval of the Association. Owners and Occupants may not install exterior floodlights in the Common Elements. No exterior loudspeakers other than those contained in portable radios or television sets will be permitted in the Common Elements. No firewood or other flammable materials may be stored in the Common Elements. No clothes poles or clothes lines may be erected or maintained in the Common Elements.

(ix) Use of the General Common Elements. No Owner or Occupant may obstruct any of the General Common Elements. No benches, chairs, barbecues, bicycles, playpens, toys, sports equipment, or other items may be left or stored in the General Common Elements without the prior written approval of the Association.

(x) Use of the General Common Elements. The Owners and Occupants may maintain chairs, tables, and barbecues in the Limited Common Elements for recreational use.

(xi) Maintenance of Units. The Owners and Occupants of a Unit will maintain that Unit, and the Limited Common Elements which are appurtenant to that Unit, in an orderly, clean, and well-maintained condition.

(xii) Exterior of the Building. Owners and Occupants do not have the right to attach or hang any awning, canopy, shutter, lighting fixtures, radio antenna, television antenna, satellite dish, or other fixtures or equipment on the exterior walls or roof of the Building, or to paint, decorate, or otherwise change the appearance of any portion of the exterior of the Building, without the prior written consent of the Association.

(xiii) Parking. The parking spaces which are identified on the Plans as being Limited Common Elements which are appurtenant to a specific Unit may be used only by the Owners and/or Occupants of that Unit. All other parking spaces in the Project are available for use by all Owners and Occupants on a first-come, first-served basis. The Owners and/or Occupants of a Unit may not park more than 2 vehicles in the Project in parking lots (i.e. outside of the garage which is part of that Unit) unless they obtain the written consent of the Association. Trucks, trailers, campers, mobile homes, recreational vehicles, snowmobiles, motorcycles, and boats may not be parked on the Property except in areas designated by the Association. No junk vehicle, derelict vehicle, or other vehicle on which does not bear current license plates may be parked on the Property. All vehicles must be parked in

designated parking spaces or garages, and may not be parked along the roadways. The Association has the right to adopt regulations with respect to the parking of vehicles.

(xiv) Use of garages. Garages will be used only for parking vehicles, workshops, and storage. Garages may not be utilized as or converted into living areas.

(xv) Vehicle maintenance. No vehicle maintenance, repair, or overhaul work, other than emergency work, will be permitted on the Property, except in the garages.

(xvi) Fences. No fences may be constructed on the Property by Owners, except that an Owner may construct a fence in or around the Limited Common Area in back of that Owner's Unit. All fences must be 4-8 foot high board fences constructed of new material and of a design approved for the entire Project by the Association.

Section 18. Membership in the Association. Every Owner will automatically be a member of the Association. An Owner's membership in the Association will commence when that Owner acquires a Unit, and will terminate when that Owner sells the Unit. Membership in the Association is an appurtenance to each Unit, and may not be transferred separately from each Unit. However, an Owner may grant an Occupant of its Unit a proxy to vote that Owner's membership during the Occupant's possession of the Unit. The proxy must be in writing, must be delivered to the Association, must specify whether the Occupant's right to vote the Owner's membership extends to all issues or only to certain specified issues, and must describe any other terms and conditions of the Occupant's proxy.

Section 19. Voting rights of Owners. Each Owner, including the Declarant, will be entitled to one vote for each Unit owned by the Owner.

Section 20. Management and operation of the Project by the Association. The Project will be managed, supervised, and operated by the Association in accordance with the requirements of this declaration and the Bylaws. In order to perform these functions, the Association has the right and power to hire or contract with employees, contractors, consultants, professionals, and/or a Manager. The wages and fees of those Persons will be Common Expenses.

Section 21. Promulgation of Rules and Regulations. The Association will have the right, but not the obligation, to promulgate rules and regulations for use of the Project. The Association will furnish each new Owner with a copy of all of the Rules and Regulations then in effect. Before any amendment or addition to the Rules and Regulations goes into affect, the Association will deliver a copy of the amendment or addition to each of the Owners. The Association will maintain a conformed version of the Rules and Regulations which incorporates all amendments and additions to the Rules and Regulations, and will provide a copy of the conformed version of the Rules and Regulations to any Owner on request.

Section 22. Assets and proceeds held in trust. All personal property acquired by the Association for use in connection with the Project, all Assessments collected by the Association from Owners, all reserve funds maintained by the Association, and all insurance or condemnation proceeds received by the Association with respect to the Project, will be held by the Association as a trustee for the benefit of the Owners. However, except as expressly provided for in this declaration, such as upon the termination of this declaration, no Owner will be entitled to demand or receive any of the money or property which is held in trust by the Association.

Section 23. Each Owner's obligation to pay Assessments. (a) Except as provided in Paragraph (b) of this section, each Owner of a Unit, including the Declarant, is obligated to pay that Owner's pro rata share of each Assessment levied on all of the Units by the Association to pay the Common Expenses. Each Owner's pro rata share of an Assessment levied on all of the Units by the Association will be an amount equal to the total Assessment multiplied by the undivided interest in the General Common Elements which is appurtenant to that Owner's Unit, as set forth in Exhibit C.

(b) The following Common Expenses may be levied on less than all of the Units, or may be levied on a basis other than the percentages set forth in Exhibit C:

(i) The Association may levy Common Expenses which benefit certain Units more than other Units, or which benefit less than all of the Units, in proportion to the use or benefit of that Common Expense.

(ii) The Association may assess any insurance premium increase attributable to activities or construction being pursued in a particular Unit to that Unit.

(iii) If a Common Expense is incurred by the misconduct or negligence of an Owner, the Association may levy that Common Expense exclusively against the Unit owned by that Owner.

Section 24. Annual Assessments. Before the beginning of each calendar year, the Association will prepare a budget covering all reasonably anticipated Common Expenses for the coming year, including a reasonable allowance for contingencies and reserves, and will levy the total amount required by that budget on the Units as an annual Assessment. If the Association does not make an annual Assessment, an annual Assessment will be presumed to have been made in the amount of the previous year's annual Assessment.

Section 25. Special Assessments. At any time the Association may levy special Assessments on the Units to pay unanticipated expenses, to pay the cost of repairing, improving, or replacing the Common Elements, or for other purposes considered necessary by the Association.

Section 26. Payment of Assessments. (a) The Association will send each Owner a bill for each annual or special Assessment. The Association will specify whether each Assessment is payable in a single payment or in monthly, quarterly, or semi-annual installments, and will specify

the due date or dates of the single payment or the installments. The Association may if it wishes charge interest on Assessments which are paid in installments rather than in a single payment.

(b) Any Assessment which is not paid within fifteen days after it was due will bear interest from the date it was due at a rate established from time to time by the Association. Each Assessment payment will be applied first to accrued interest, if any, and then to the principal amount of the Assessment.

(c) In addition, the Association will have the authority to establish a late charge not to exceed ten percent of each Assessment payment for Assessment payments which are not paid within five days after they are due. This late charge will be in addition to any interest which accrues on Assessments which are not paid within fifteen days after they are due. The late charges are to reimburse the Association for the inconvenience and additional cost incurred because of the Owner's failure to pay the Assessment when it was due.

Section 27. Commencement date of Assessments. The obligation of the Owners to pay Assessments will commence on the date that the Declarant sells the first Unit.

Section 28. The lien of Assessments. (a) The Assessments levied on a Unit, together with accrued interest and late charges on unpaid Assessments, will be a continuing lien on the Unit which is senior and prior to all other liens except the following:

(i) Liens and encumbrances recorded before this declaration;

(ii) The lien of taxes and assessments levied by government entities; and

(iii) The lien of a recorded first mortgage or first trust indenture.

This lien will attach to a Unit on the date that an Assessment levied on that Unit becomes due and payable, and except as provided in Paragraph (b) of this section, will continue as a lien on that Unit until the Assessment, together with any accrued interest and late charges, is paid off in full. Except as provided in Paragraph (b) of this section, this lien will not be affected by any transfer of the Unit, whether voluntary, by operation of law, by deed in lieu of foreclosure, or through foreclosure of a mortgage or trust indenture. The Association will not be required to record any claim of lien in order for this lien to attach to a Unit, but the Association may if it elects record a claim of lien in the form provided for in MCA §70-23-607(2) in order to further confirm the existence of this lien.

(b) If a Person becomes the new Owner of a Unit as a result of the foreclosure of a first mortgage or first trust indenture on that Unit, then the foreclosure or trustee's sale proceedings may, at the election of the holder of the mortgage or the beneficiary of the trust indenture, transfer the Unit to the new Owner, and the heirs, successors, and assigns of the new Owner, free and clear of the lien of any unpaid Assessments which became due and payable before the transfer of the Unit to the new Owner. If the Association cannot recover those unpaid Assessments from the former Owner, then

as provided in MCA §70-23-610, those unpaid Assessments will be a Common Expense of all the Owners, including the New Owner.

Section 29. The personal obligation of Assessments. (a) The Assessments levied on a Unit, together with accrued interest and late charges on unpaid Assessments, will be a personal obligation of the Unit's Owner. If a Unit is transferred, whether voluntarily, by operation of law, by deed in lieu of foreclosure, or through foreclosure proceedings, then except as provided in Paragraph (b) of this section, both the former Owner and the new Owner will be jointly and severally liable for all unpaid Assessments which became due and payable on or before the date of the transfer, together with accrued interest and late charges on those unpaid Assessments. However, the former Owner will not be liable for any Assessments which become due and payable after the date of the transfer. If the new Owner pays any of the Assessments which became due and payable on or before the date of the transfer, then unless the new Owner and the former Owner have agreed otherwise, the new Owner can recover the amount of those Assessments from the former Owner. The Association will not be required to prorate the liability for Assessments to the date of the transfer, but the former Owner and the new Owner can agree between themselves to prorate the Assessments to the date of transfer.

(b) If a Person becomes the Owner of a Unit as a result of the foreclosure of a first mortgage or trust indenture, then the new Owner will not be personally liable for any of the Assessments which became due and payable before the date of the transfer. However, the former Owner will continue to be personally liable for the Assessments which became due and payable before the date of the transfer. If the Association cannot recover those unpaid Assessments from the former Owner, then as provided in MCA §70-23-610, those unpaid Assessments will be a Common Expense of all the Owners, including the New Owner.

Section 30. Assessment lists. (a) The Association will maintain the following lists, which will be available to the Owners and their authorized representatives for inspection and/or copying at any reasonable time:

(i) A list of all of the Units which shows the name and address of the Owner or Owners of each Unit.

(ii) A list of all of the Units which shows the Assessments levied against each Unit in past years and the current year.

(iii) A list of all of the Units which shows the principal amount of Assessments levied against each Unit which have not been paid, and the unpaid interest, if any, which has accrued with respect to those Assessments. If a Unit has been transferred, the list will show the amounts owed only by the new Owner for periods after the date of transfer separately from the amounts, if any, owed jointly by the former Owner and the new Owner for periods before the date of transfer.

(b) Whenever a Person becomes the Owner of a Unit, the new Owner must notify the Association of that Owner's address. Each Owner will be responsible for notifying the Association of any changes in address.

Section 31. Certificate regarding payment of Assessments. At the written request of any Owner, the Association will provide that Owner with a certificate in recordable form signed by an officer of the Association which states whether any of the Assessments levied on that Owner's Unit have not been paid as of the date of the certificate, and if so the amounts and due dates of the unpaid Assessments. Neither the Owner nor any Person who subsequently purchases the Unit or obtains a mortgage or trust indenture on the Unit will be liable for any unpaid Assessments which are not disclosed by such a certificate, and the Unit will not be subject to a lien for any unpaid Assessments which are not disclosed by such a certificate.

Section 32. No exemptions from payment of Assessments. The Owner of a Unit will not be entitled to any reduction of or exemption from the Owner's obligation to pay the Assessments levied on that Unit because the Owner has not used portions of the Common Elements, because the Owner has abandoned the Unit, or because the Owner has failed to reconstruct its Unit following a casualty loss.

Section 33. The Association's maintenance responsibilities. The Association will be responsible for maintaining, repairing, and replacing the General Common Elements and the Limited Common Elements of the Project. These responsibilities include mowing the lawns on the Property, maintaining and replacing the landscaping on the Property, removing snow from the streets and driveways on the Property, and maintaining and repairing the streets, driveways, and sidewalks on the Property, and maintaining and repairing the exteriors of the Buildings, including the decks on the Buildings. However, the Association will not be responsible for removing snow from the sidewalks, steps, and landings which lead up to each Unit, or from the decks on each Unit, which under the next section of this declaration is the responsibility of the Owner of that Unit.

Section 34. Each Owner's maintenance responsibilities. Each Owner will be responsible for maintaining, repairing, and replacing all portions of that Owner's Unit, but not including any General Common Elements which are included in or run through that Owner's Unit. In addition, each Owner will be responsible for removing snow from the sidewalks, steps, and landings which lead up to each Unit, and from the decks on each Unit.

Section 35. Association's performance of an Owner's maintenance responsibilities. If the Association determines that an Owner has failed to perform its maintenance obligations under this declaration, then the Association may perform those maintenance obligations and levy an Assessment on the Owner's Unit for the entire reasonable cost of performing those maintenance obligations.

Section 36. Remodeling by Owners and Occupants. (a) The Owner or Occupant of a Unit may perform remodeling or improvements inside that Unit which do not affect the Common

Elements of the Building, such as painting, wallpapering, recarpeting, replacing light fixtures, installing shelves and cabinets, replacing the water heater or HVAC equipment, or adding or removing non-structural walls which do not contain wires, pipes, ducts, or other equipment which is a common element, without obtaining the prior consent of the Association.

(b) The Owner or Occupant of a Unit may not perform any remodeling or improvements which would alter or affect any of the Common Elements of the Building, or would alter or affect the appearance of the exterior of the Building, or would affect the landscaping and other portions of the Project outside the Building, unless the Owner or Occupant obtains the prior written consent of the Association. The consent of the Association must be requested in writing, and must be accompanied by detailed plans showing the proposed remodeling, landscaping, or improvements. The request for approval will be considered to have been approved by the Association if the Association fails to respond to the request for approval within thirty days. The Association may condition its approval of remodeling or landscaping plans upon any or all of the following:

(i) Delivery to the Association of more detailed plans for the remodeling.

(ii) Revision of the plans by the Owner to address concerns raised by the Association, including but not limited to concerns relating to preserving the structural integrity of the Building and the various systems in the Building, compliance with the requirements of this declaration, avoiding interference with the use of other Units, safety, consistency with other portions of the Project, and aesthetics.

(iii) Maintenance by the Owner of insurance coverage considered appropriate by the Association during the remodeling.

(iv) The Owner's agreement to reimburse the Association for any additional Common Expenses caused by the remodeling.

Section 37. Remodeling of the Common Elements. The Association may make any additions, alterations, or improvements to the Common Elements which it considers necessary or desirable.

Section 38. Insurance to be maintained by the Association. (a) The Association will obtain and maintain the following insurance policies:

(i) Property and casualty insurance insuring the Common Elements of the Project for their replacement value. If the Association elects, it may obtain property and casualty insurance insuring both the Common Elements of the Project and the Units (but not including the personal property in the Units which belongs to the Owners) for their replacement value.

(ii) Commercial liability insurance insuring against bodily injury and property damage occurring in the Project.

(iii) Any other insurance which the Association considers necessary or desirable, including but not limited to umbrella coverage.

(b) The insurance policies will be obtained from insurance companies selected by the Association, and will be in amounts, with coverages, and with endorsements which the Association considers necessary or desirable. All insurance policies obtained by the Association will be for the benefit of the Association; the Board, officers, and employees of the Association; and all of the Owners and Occupants of Units in the Project. Each policy will provide that the policy cannot be terminated or substantially modified without at least thirty days prior written notice to each Person insured under the policy. All policies will provide primary coverage to the Association, so the proceeds payable under the policies will not be affected by any insurance proceeds received by Owners under their policies. Each policy will provide that all losses will be adjusted by the Association, and that all insurance proceeds will be payable to the Association. All insurance policies obtained by the Association will contain a waiver of subrogation clause.

(c) At least once each year the Association will review the type of insurance policies and the nature and amount of insurance coverage which it is obtaining, and will revise the insurance policies which it is obtaining whenever necessary to ensure that the Association and the Owners have appropriate and adequate insurance coverage. The Association may obtain an appraisal of the replacement cost of the Building whenever the Association considers such an appraisal desirable, in order to ensure that the Association's property and casualty insurance policies provide adequate coverage.

(d) At the request of an Owner or an Owner's lender, the Association will provide proof that it is maintaining the insurance policies required by this section.

Section 39. Insurance to be maintained by each Owner and Occupant. (a) Each Owner and Occupant will obtain and maintain the following insurance policies:

(i) Property and casualty insurance insuring that Owner's or Occupant's Unit, and the Owner's or Occupant's personal property in the Unit, for their replacement value. If the Association elects to obtain property and casualty insurance insuring both the Common Elements of the Project and the Units, then each Owner and Occupant will not be required to obtain property and casualty insurance insuring that Owner's or Occupant's Unit, but will still be required to obtain property and casualty insurance insuring the Owner's or Occupant's personal property in the Unit.

(ii) Liability insurance insuring against bodily injury and property damage occurring in or around the Unit.

(iii) Any other insurance which the Association considers necessary or desirable, including but not limited to umbrella coverage.

(b) All insurance policies obtained by Owners and Occupants must contain a waiver of subrogation clause. The Association may in the Rules and Regulations establish minimum coverages and other requirements for the insurance policies to be obtained by the Owners and Occupants pursuant to this section. The Association may also in the Rules and Regulations require each Owner and Occupant to periodically provide the Association with proof that the Owner or Occupant is maintaining the insurance policies required by this declaration. Proof of insurance may include but is not limited to delivery of certificates or evidences of insurance, delivery of copies of insurance policies, delivery of an endorsement naming the Association as an additional insured under a policy, and other assurances considered desirable by the Association.

Section 40. Relationship between insurance obtained by the Association and the Owners. The fact that the Association has obtained a property and casualty insurance policy insuring all or portions of the Project will not prevent an Owner from obtaining a similar insurance policy for the benefit of the Owner or the Owner's lender. However, the Association's policy will be primary with respect to the portions of the Project which it covers. The Association will have sole control over the use of the proceeds of insurance policies obtained by the Association, and the use of those proceeds will not be governed by the provisions of mortgages or trust indentures granted by Owners, or be subject to claims by the holders of mortgages or the beneficiaries of trust indentures granted by Owners.

Section 41. Insurance during construction. Whenever the Association or an Owner or Occupant engages in construction in the Project, the contractors involved in the construction will be required to maintain commercial general liability insurance, worker's compensation insurance, automotive liability insurance, and any other insurance which contractors of that kind are customarily required to carry. The Association will be named as an additional insured in any such insurance policy. The Association may in the Rules and Regulations specify the nature and amounts of the insurance policies to be maintained by contractors which are working in the Project.

Section 42. Insurance trustee. The Association will hold the proceeds of any insurance policies in trust for the benefit of the Owners and Occupants of Units. The Association may, but is not required to, engage the services of a bank, a trust company, or some other appropriate Person to act as a trustee for the purpose of receiving and disbursing any insurance proceeds received by the Association and the Owners with respect to any loss, and any additional funds provided by the Association for repair or restoration of the Project. The fees of the insurance trustee will be a Common Expense. The insurance trustee will not be responsible or liable for the selection of policies, for the form or content of policies, for the sufficiency of coverage, for the payment of insurance premiums, for the renewal of policies, for the collection of insurance proceeds, or for any similar matters. The sole duty of the insurance trustee will be to receive such proceeds and other funds as are delivered to it, to hold those proceeds in trust for the purposes stated in this declaration and any trust agreement between the Association and the insurance trustee, and to distribute those proceeds in the manner provided for in this declaration and any trust agreement. The insurance trustee may rely upon the following written certifications by the Association:

(i) A certification concerning whether or not portions of the Project which have been damaged or destroyed are to be repaired or restored.

(ii) Certifications concerning the amount or amounts to be paid for repair or restoration of the Project, and the Persons to whom those amounts are to be paid.

(iii) A certification, supported by a report prepared by a title insurance company, stating the names of the Owners and any Persons who hold liens on the Units.

(iv) A certification concerning the undivided interest in the General Common Elements which is owned by each Owner.

Section 43. Responsibility for repair and restoration. If the Project is damaged or destroyed, the Association will be responsible for repairing and restoring the General Common Elements, and each Owner will be responsible for repairing and restoring that Owner's Unit and the Limited Common Elements which are appurtenant to that Unit. If the Association has obtained insurance covering both the Common Elements and the Units, then the Association will be responsible for repairing and restoring both the Common Elements and the Units, but not for repairing or replacing the Owner's personal property in the Units.

Section 44. Association's duties following a casualty loss. (a) If the Project is damaged or destroyed, the Association and the Owners will promptly take the following actions:

(i) The Association will take all temporary or emergency actions required to clean up the damage and protect the Project.

(ii) The Association and the Owners will determine the amount of insurance proceeds available to the Association and the Owners to repair the damage.

(iii) The Association, in consultation with the Owners, will investigate the situation and develop a proposal or proposals for how to repair or otherwise respond to the damage.

(iv) The Association and the Owners will obtain estimates of the cost of carrying out the proposal or proposals for repairing or otherwise responding to the damage, and the extent to which the insurance proceeds available to the Association and the Owners will be sufficient to pay those costs.

(v) If the insurance proceeds available to the Association and the Owners will not be sufficient to pay the cost of repairing the damage, the Association will develop a proposal or proposals for levying assessments on the Units to pay the portion of the cost which is not covered by insurance.

(b) Within sixty days after the damage or destruction, the Association will call a meeting of the Owners to discuss how to respond to the damage or destruction. The Owners and/or the

Association will promptly repair or restore the portions of the Project which were damaged or destroyed to the condition they were in prior to the damage or destruction, except in the following situations:

(i) The repair or restoration of the Project would be illegal under any applicable law or regulation.

(ii) The Owners vote to terminate this declaration, in the manner provided for in this declaration.

(iii) The Owners of at least seventy-five percent of the General Common Elements vote to repair or restore the Project to a condition which is different than it was in prior to the damage or destruction.

(iv) The Owners of at least seventy-five percent of the General Common Elements vote not to repair or restore a portion of the Project which is a separate building, or which is a portion of the Project which can be eliminated without undue adverse affect on the remaining portions of the Project. If the portion of the Project which will not be repaired or restored contains one or more Units, then the Association will execute and record an amendment to this declaration which eliminates the Units in the portions of the Project which will not be repaired or restored, and which reallocates the undivided interest in the General Common Elements among the remaining Units.

Section 45. Use or distribution of insurance proceeds. (a) If all or a portion of the Project is damaged or destroyed, and the Association had maintained insurance covering only the Common Elements of the Project, then the insurance proceeds will be used to repair or restore the Common Elements, and any remaining balance will be distributed to the Owners in the manner provided for in this section. If all or a portion of the Project is damaged or destroyed, and the Association had maintained insurance covering both the Common Elements and the Units in the Project, then the insurance proceeds will first be used first to repair or restore the Common Elements, and second to repair or restore the Units, and any remaining balance will be distributed to the Owners in the manner provided for in this section.

(b) If the insurance proceeds received by the Association with respect to the damage or destruction of all or a portion of the Project are not sufficient to pay all of the costs of repairing or restoring the Project, or there are no insurance proceeds, then the portion of the costs of repairing or restoring the Project which exceeds any insurance proceeds will be paid by the Association, which will have the right to levy Assessments on the Units in order to obtain funds to pay that portion of the costs.

(c) If any insurance proceeds remain after the damage or destruction has been completely repaired or restored and all expenses of the repair or restoration have been paid, then at the election of the Association the surplus proceeds will either be (i) retained by the Association to pay Common Expenses, or (ii) distributed by the Association to the Owners in the proportions listed in Exhibit C.

(d) If the Association votes not to repair or reconstruct a Unit, then the insurance proceeds which are attributable to that Unit and the associated Common Elements will be distributed to the Owner of that Unit. If the Association votes not to repair or reconstruct several Units, the insurance proceeds which are attributable to those Units will be distributed in a fair and equitable manner selected by the Association, which may be (i) in proportion to the interests in the General Common Elements which are associated with those Units, (ii) in proportion to the value of the improvements in those Units, or (iii) in any other manner which is fair and equitable in light of the nature of the Units and the nature of the damage or destruction of the Units.

(e) If this declaration is terminated as a result of the damage or destruction, then the insurance proceeds will be distributed in accordance with the provisions of this agreement which relate to termination of this declaration.

(f) Whenever insurance proceeds are to be distributed to the Owner of a Unit, if the Unit is subject to a trust indenture or mortgage, the insurance proceeds will be distributed jointly to the Owner of the Unit and the beneficiary under the trust indenture or the holder of the mortgage.

Section 46. Waiver of subrogation. (a) The Association and each Owner and Occupant waive all claims, actions, rights of recovery, or causes of action which each of them may have against the others for any loss or damage to any portion of the Project, to any personal property of an Owner or Occupant which is located in the Project, and any personal injury, if the claim, action, right of recovery, or cause of action (i) would be insured against under the terms of any insurance policy required by this declaration, or (ii) is insured against under the terms of any insurance policy actually carried by the Association, Owner, or Occupant, regardless of whether the insurance coverage is required by this declaration. This waiver of subrogation will apply regardless of the cause or origin of the claim, including but not limited to negligence. The Association and each Owner and Occupant will obtain any special endorsements required by its insurers in order to comply with this waiver of subrogation.

(b) If an act or omission of an Owner, an Occupant, or a pet or visitor of an Owner or Occupant, cases damage to the Project, then to the extent that the Owner's or Occupant's liability is not waived or released by Paragraph (a) of this Section, the Owner or Occupant will be responsible for repairing the damage to the Project, and if necessary the Association may levy the cost of repairing the damage as an Assessment against that Owner's or Occupant's Unit.

Section 47. Enforcement of this declaration. (a) If any Owner or Occupant fails to comply with or violates any provision of this declaration or the Rules and Regulations, then either the Association or another Owner or Occupant may bring an action to recover amounts owed by the Owner, for damages, for injunctive relief, for foreclosure of the Association's lien on the Owner's or Occupant's Unit, or for any other remedy available to the Association or the other Owners and Occupants at law or in equity.

(b) If an Owner fails to pay the Assessments levied on that Owner's Unit, or an Owner or Occupant flagrantly or repeatedly fails to comply with or violates any provision of this declaration

or the Rules and Regulations, then in addition to any other remedies which the Association may have, the Association may (i) suspend the Owner's voting rights, (ii) suspend the Owner's or Occupant's right to use certain of the Common Elements, or (iii) require the Owner or Occupant to provide a reasonable surety for that Owner or Occupant's compliance.

Section 48. Occupants are subject to this declaration. All Occupants will occupy and hold their interest in a Unit subject to the terms and conditions of this Declaration, and all leases granted by Owners to Occupants will be subordinate and subject to the terms of this Declaration.

Section 49. Amendment of the declaration. (a) This declaration may be amended with the approval of the Owners of at least 75 percent of the General Common Elements of the Project. An Owner's approval of a proposed amendment may be indicated in any of the following ways:

(i) By a vote cast, either in person or by a proxy appointed in writing, at a duly called meeting of the Owners. The notice of the meeting must contain the full text of the proposed amendment or amendments to this declaration.

(ii) By the execution of a consent to amendment by the Owner. The consent to amendment must contain the full text of the proposed amendment or amendments to this declaration.

(iii) By executing the actual recorded amendment to this declaration.

If the required percentage of the Owners approve the amendment of this declaration, then the officers of the Association may execute and record an amendment to this declaration, and the amendment itself does not need to be signed by the required percentage of the Owners. However, the amendment must contain a certification by the officers of the Association that the required percentage of the Owners approved the amendment.

Section 50. Termination of this declaration. This declaration will only be terminated if the Owners of 75 percent of the General Common Elements of the Project execute and record a termination of declaration. The termination of declaration can either be intended to take effect immediately upon its execution by the required percentage of the Owners, or to take effect upon the occurrence of some other event, such as the sale of the Project. Following the termination of this declaration, the Project, including all of the Units, will be owned in common by all of the Owners, with each Owner owning an undivided interest in the entire Project in the percentage stated in Exhibit C. The Association will distribute all insurance proceeds and other funds which it is holding in trust for the Owners to the Owners in the percentages specified in Exhibit C.

Section 51. Service of process. In any action relating to the Common Elements or more than one Unit, service of process on two or more Owners may be made on Brett Kulina, whose address is 306 Stoner Loop Road, P.O. Box 1116, Lakeside, Montana 59922. The Association can change the agent for service of process by recording an amendment to this declaration. Notwithstanding any other provisions of this declaration relating to the amendment of this

declaration, an amendment to this declaration which changes the agent for service of process may be approved by a majority of the members of the board of directors of the Association. As required by MCA §70-23-902, the amendment must be certified by the presiding officer and the secretary of the Association, must state the new agent's name, must state the new agent's address (which must be located in the same county as the Property), and must state that the new agent was designated by a resolution duly adopted by the Association.

Section 52. Waiver. No waiver of any provision of this declaration will be valid or binding unless the waiver is in writing, signed by the Association or the Owner waiving the provision. The failure of any Person to exercise any right or remedy provided for in this declaration or to insist upon the strict performance of any provision of this declaration will not be a waiver of that Person's right to exercise that right or remedy or insist upon the strict performance of that provision in the future.

Section 53. Interpretation to support validity. If any provision of this declaration can be interpreted in two ways, one of which would render the provision valid and the other of which would render the provision invalid, the provision will be interpreted in the manner which would render it valid.

Section 54. Severability of invalid provisions. If any provision of this declaration is declared or becomes invalid, unenforceable or contrary to law, the provision will be considered severed from the remaining provisions of this declaration and will not affect the validity, legality, or enforceability of the other provisions of this declaration, and this declaration will be interpreted as if it never contained the provision.

Section 55. Notice. Any notice which this declaration requires or permits to be delivered to any Owner will be in writing and will be delivered to that Owner either (i) personally, in which case the notice will be considered effective when it is received, or (ii) by commercial overnight courier service, in which case the notice will be considered effective one day after it is delivered to the courier service, or (iii) by United States mail, postage prepaid, in which case the notice will be considered effective five days after it is deposited in the mail. Each notice must be sent to the Owner's address as shown on the Assessment list maintained by the Association pursuant to this declaration.

Section 56. Attorneys' fees. If the Association or any Owner or Occupant institutes legal proceedings to enforce the terms of this declaration, the unsuccessful party to the proceedings will pay the reasonable attorney's fees and legal costs of all parties, as they may be approved by the court or arbitrator having jurisdiction over the proceedings.

Section 57. Time of essence. Time will be of the essence in complying with the terms and conditions of this declaration.

Section 58. Computation of time. Whenever the last day for the exercise of any privilege or the discharge of any duty under this agreement falls upon a Saturday, a Sunday, or any public or

legal holiday, whether state or federal, the Person having the privilege or duty shall have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.

Section 59. Headings. The headings, titles and subtitles in this declaration are inserted for convenience of reference only, do not in any way limit or amplify the terms and provisions of the declaration, and are to be ignored in any construction of the provisions of the declaration.

Section 60. Singular, plural, and gender. In this declaration, whenever the context requires or permits, singular and plural words will be interchangeable, and the masculine, feminine, and neuter genders will be interchangeable.

Section 61. Applicable law. This declaration will be governed by and construed in accordance with the laws of the state of Montana.

Dated Nov 9, 2000.

NORTHERN LIGHTS DEVELOPMENT NO. 1, LLC

By: Brett Kulina
Brett Kulina, Member

By: Stuart Goldberg
Stuart Goldberg, Member

STATE OF MONTANA)
:ss
COUNTY OF FLATHEAD)

This instrument was acknowledged before me on NOV 9, 2000, by Brett Kulina and Stuart Goldberg, as members of Northern Lights Development No. 1, LLC.

MARTHA C. THOMSON NOTARIAL SEAL STATE OF MONTANA

Martha C. Thomson
Notary Public for the state of Montana
Residing at LAKESIDE MT
My commission expires 4-23-04

psd0714

LIST OF EXHIBITS

Exhibit A	The Plat, which is a map of the Property showing the location of the Buildings.
Exhibit B	Engineer's Certificate regarding the Plans, attached to which are the Plans.
Exhibit C	Percent of Ownership of General Common Elements and Unit Voting Power.
Exhibit D	Certificate of the Montana Department of Revenue approving the condominium declaration of the Mountain View Condominium.
Exhibit E	Certificate regarding the Bylaws of the Mountain View Condominium Association, Inc., attached to which is a copy of the Bylaws.

2001012216460

EXHIBIT B

ENGINEER'S CERTIFICATE
REGARDING THE PLANS
OF THE MOUNTAIN VIEW CONDOMINIUM

1. My name is J. Jay Billmayer. I am a registered professional engineer in the State of Montana. I have executed this certificate pursuant to MCA §70-23-306(2).

2. I have reviewed the floor plans for the Mountain View Condominium, copies of which are attached to this certificate as Exhibits B-1 through B-9. I certify that those floor plans are accurate copies of the floor plans filed with and approved by the city and county officers having jurisdiction to issue building permits with respect to the Mountain View Condominium. I further certify that those floor plans fully and accurately depict the layout, location, unit designation, and dimensions of each Unit as built.

Dated Nov 17, 2000.

J. Jay Billmayer, P.E.
Professional Registration No. 3765E

STATE OF MONTANA)
:ss
COUNTY OF FLATHEAD)

This instrument was acknowledged before me on Nov 17, 2000, by J. Jay Billmayer, P.E.

Barbara K. Clark
Notary Public for the State of Montana
Residing at Lakeside
My commission expires 12-12-08

(SEAL)

BARBARA K. CLARK NOTARIAL SEAL STATE OF MONTANA

After recording, please return to:
Charles Mekeal, President/Director
Mountain View Condominium Association, Inc.
c/o PO Box 476
Lakeside, MT 59922

Approved KJ 8/21/2014

000 2973, 000 4431 thru 000 4438

201400016230
Page: 1 of 3
Fees: $21.00
Paula Robinson, Flathead County MT by NC 8/21/2014 3:46 PM

FIRST AMENDED DECLARATION OF THE MOUNTAIN VIEW CONDOMINIUM

THIS FIRST AMENDED DECLARATION is hereby adopted this 19th day of August, 2014 by Mountain View Condominium Association, Inc. ("MVCA"), with a mailing address of PO Box 476, Lakeside, Montana 59922.

RECITALS

WHEREAS, the Condominium Declaration of the Mountain View Condominium ("Declaration"), dated November 9, 2000, was recorded on the 12th day of January 2001, as Document Number 200101216460, records of Flathead County, Montana;

WHEREAS, Section 49 of the Declaration, provides for amendment of the Declaration by at least seventy-five percent (75%) of the Owners of the General Common Elements;

WHEREAS, seven (7) of the nine (9) Owners of the General Common Elements, or seventy-seven and eight tenths percent (77.8%) have executed a consent to amendment of the Declaration pursuant to Section 49(a)(ii) of the Declaration;

WHEREAS, 77.8% of the Owners have consented to amendment of the Declaration, the directors of MVCA may execute and record an amendment to the Declaration without signature from one hundred percent (100%) of the Owners.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1 shall be deleted and amended to read as follows:

Section 1. The real property which is subject to this declaration. The real property which is subject to this declaration is the real property located in Flathead County, Montana, described as follows (referred to in this declaration as the "Property"):

Lot 1 of the Stoner Creek Place Revisited, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

IN WITNESS WHEREOF, the directors of MVCA, having certified that the required percentage of Owners have approved this First Amendment, have caused this First Amendment to be made and executed according to the provisions of Section 49, of the Declaration and have hereunto adopted and certified this First Amendment as of the day and year first above written.

MOUNTAIN VIEW CONDOMINIUM ASSOCIATION, INC.

By: CHARLES E. MEKEAL
Its: Director

By: BONNIE J. MEKEAL
Its: Director

By: SHANE HALEY
Its: Director

STATE OF MONTANA)
: ss.
County of Flathead)

This instrument was acknowledged before me on the 19th day of August, 2014, by **Charles E. Mekeal,** as director of **Mountain View Condominium Association, Inc.**

KELLY A BAISCH
NOTARY PUBLIC for the
State of Montana
Residing at Kalispell, Montana
My Commission Expires
July 17, 2018

Kelly A. Baisch

STATE OF MONTANA)
: ss.
County of Flathead)

This instrument was acknowledged before me on the 19th day of August, 2014, by **Bonnie J. Mekeal,** as director of **Mountain View Condominium Association, Inc.**

KELLY A BAISCH
NOTARY PUBLIC for the
State of Montana
Residing at Kalispell, Montana
My Commission Expires
July 17, 2018

Kelly A. Baisch

STATE OF MONTANA)
: ss.
County of Flathead)

This instrument was acknowledged before me on the 19th day of August, 2014, by **Shane Haley,** as director of **Mountain View Condominium Association, Inc.**

KELLY A BAISCH
NOTARY PUBLIC for the
State of Montana
Residing at Kalispell, Montana
My Commission Expires
July 17, 2018

Kelly A. Baisch