

**DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
AND
HOMEOWNER ASSOCIATION GENERAL RESPONSIBILITIES
FOR
PLEASANT VIEW HOMES NO.2**

THIS DECLARATION, made this 5th day of July, 2001 by JOHN DIDDEL.

WITNESSETH:

WHEREAS, JOHN DIDDEL, hereinafter referred to as "Declarant", is the President of Pleasant View Homes, Inc., and owner of certain real property in Missoula County, Montana, more particularly described as follows:

A tract of land located in the West One-half (W 1/2) of Section 7, Township 13 North, Range 19 West, Principal Meridian, Montana, Missoula County, Montana, known and filed with the Missoula County Clerk and Recorder as Pleasant View Homes No.2, a 198-lot subdivision on 55.20 acres;

WHEREAS, the Declarant has filed covenants for Pleasant View Homes in Book 611, Page 418 -429 on March 21, 2000. The Declarant has filed Homeowner Association Articles of Incorporation for England's Pleasant View Homeowner Association with the Montana Secretary of State, filing no. 365346 on December 13, 1999. An amendment to these Articles was filed with the same on January 13, 2000, filing no. 366972. All owners of lots in the Pleasant View Homes and the Pleasant View Homes No. 2 subdivisions shall be members of the England's Pleasant View Homeowner Association, hereinafter called the Association.

SUBJECT TO:

(1) All easements existing, shown and/ or of record. Declarant retains rights of ingress and egress to upon and from premises for purposes of locating, installing, erecting, constructing, maintaining or using sewer lines, water lines, electrical lines, telephone lines, and other utilities.

Said property is hereinafter referred to as the "Protected Property." The undersigned hereby declares that all the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These restrictions, covenants, conditions, and easements shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the protected property and shall inure to the benefit of and be binding upon each successor in interest to the owner thereof.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to the England's Pleasant View Homeowner Association, its successors and assigns, Articles of Incorporation for which have been filed with the Montana Secretary of State.
2. "Buffer Area" shall mean the strip of land located along England Boulevard adjacent to residential lots as shown on the subdivision plat.
3. "Common Area" shall mean the land owned in common by the owners of the lots through the England's Pleasant View Homeowner Association; namely, these areas include the park areas, buffer areas, and greenways as shown on the subdivision plat.
4. "Dwelling" shall mean any building or portion thereof, designed for use as permanent living quarters having sleeping cooking and complete sanitary facilities.
5. "Easement" shall refer to the private access and public utility easements described as part of any conveyance made by Declarant subsequent to the date of these covenants and any correction thereto.
6. "Greenway" shall mean the 30-foot public utility easement as shown on the subdivision plat.
7. "Home Occupations" shall mean an occupation with very little or no accessory traffic, which could be run at a home-type office without disturbing the reasonable sense of residential quality to the tract, in accordance with Section 4.03(D), Missoula County Zoning Resolution or other applicable regulations.
8. "Improvements" shall mean any Dwelling, Accessory Building, fence, bridge, road, driveway, well, water line, sewer line, utility, satellite dish, antenna, sign, and other Structure or every type and kind, whether above or below the surface.
9. "Industrial Use" shall mean the refining, smelting, milling, processing, manufacture, production, sale or bulk storage of raw materials for ultimate use in the making of a finished good, including the extraction thereof, such as mining or lumbering.
10. "Junk Area" shall mean the use of the land for the wrecking, dismantling and/ or storage of junk, including, but not limited to, inoperable motor vehicles and scrap materials of every sort.

11. "Livestock" shall mean cattle, horses, colts, foals, ponies, mules, llamas and donkeys and other such animals.
12. "Lot" shall mean a share of one of several parcels into which property is divided. Any portion, piece, division or parcel of land.
 "Corner Lot" shall mean a lot with frontage to two named streets. Frontage to an alley as shown on the plat does not constitute a corner lot.
13. "Mobile Home" shall mean any movable dwelling which is prefabricated or constructed off of a building site, including, but not limited to, campers, trailers, houses, recreational vehicles and modular homes.
14. "Owner" shall mean and refer to every person or entity who is the owner of a fee interest or of an equitable interest in any tract, parcel, or lot, including buyers under a contract for deed, but excluding having such interest merely as security for performance of an obligation. Each Owner is automatically a member of the Homeowner Association.
15. "Premises" shall mean lands and tenements; an estate, including land and buildings thereon.
16. "Residential Use" shall mean the occupying of a dwelling for living purposes.
17. "Setback" shall mean the horizontal distance required between any structure and a road, lot line, or public or private access easement line. This distance is to be measured at right angles to the nearest property line.
18. "Sign" shall mean any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from outside the building in which it is situated, which identifies, advertises, displays, or otherwise attracts attention to either itself or some other object, person, institution, organization, business, product, service, event, activity, location, or happening of whatever nature, and by any means, including words, letters, numerals, figures, etc.
19. "Structure" shall mean any above ground improvement to real estate.
20. "Subdivision" shall mean a division of land, or so divided, resulting in the creation of two or more tracts of land out of a single, larger tract in order that title to, possession or occupancy of the tract(s) so created may be sold, rented, leased or otherwise conveyed or transferred and shall include any re-subdivision.
21. "Tract" or "Parcel" shall mean and refer to the above-described real property on file and of record in the office of the Clerk and Recorder of Missoula County, Montana.



ARTICLE II

PROTECTIVE COVENANTS

The following protective covenants shall constitute a covenant running with the land:

1. Land Use and Building Types- All lots shall be used for single family residential purposes only, with the exception of Lot 42 per the zoning regulations in place and Article IV of these covenants. All homes shall have a finished above ground area of not less than 1150 square feet. Homes in this subdivision shall not have basements. Mobile or manufactured homes are not permitted. Home occupational use of these premises is allowed only with a conditional use permit in accordance with Missoula County zoning regulations. Commercial (not to include home occupations as permitted by applicable zoning regulations and the conditional use permit process), manufacturing, and industrial uses are not permitted except on Lot 42 as permitted by the C-C1 zoning regulations and these covenants.
2. Utility Lines- All utility lines, wherever located, shall be underground.
3. Water and Sewage - All water systems and sewage disposal systems must be located and constructed in accordance with the requirements of appropriate governmental authorities.
4. Hunting, Firearms and Fireworks - For fire and safety reasons, no firearms may be discharged except in dire emergencies and no fireworks shall be used on any Lot or Common Area.
5. Fire and Casualty Damage- Any building or portion thereof damaged by fire or other casualty must be completely repaired as to external appearances within six (6) months after the occurrence of such damage and, if not repaired, shall be completely removed.
6. Nuisances- No noxious or offensive activity shall be carried on or permitted on any Lot, nor shall any Lot be used in any way which may endanger the health or safety of or unreasonably disturb the neighborhood. No rubbish, trash or other waste shall be allowed to accumulate on any Lot, except in sanitary containers which shall be emptied and removed from the premises on at least a weekly basis. All garbage shall be stored in containers of metal, plastic or other suitable material with sufficiently tight fitting covers to prevent the escape of noxious odors and to deter entrance or destruction by animals. There shall be no burning of refuse out-of-doors.
7. Junk Vehicles and Scrap Materials- use of the land is prohibited for the wrecking, dismantling and/ or storage of junk, including, but not limited to, inoperable or unlicensed motor vehicles and scrap materials of every sort.

8. Signs and Billboards- No sign or billboard, or other advertising structure of any kind shall be erected or maintained in any portion of the Premises for any purposes whatsoever, except real estate signs of not more than 3'x3', except for Lot 42 as permitted by zoning regulations and these covenants.
9. Maintenance - The owner of each Lot shall provide proper exterior maintenance of all structures, fences, yard areas, landscaping, (to include proper irrigation and weed control) and all areas within any boulevard or Buffer Area adjacent to the Lot. Premises and Improvements thereon shall be continually maintained in a safe, clean, neat and orderly condition. (See also Article III(1)(C)).
10. Temporary Dwellings - No structure of a temporary character shall be constructed, placed or used on any Lot at any time as a residence. Campers, RV's, or trailers shall not be parked on the street for more than 24 hours and in no case shall they be used as a permanent or temporary dwelling.
11. Pets and Animals/ Kennels- Livestock: There shall be no livestock whatsoever allowed upon any Lot. No more than two (2) dogs and two (2) cats may reside on each lot. Any kennel or dog house constructed must be placed out of sight behind the residence. No commercial breeding operation may be maintained on any Lot. Dogs shall be kept within the Owner's Lot when not under the direct supervision of the owner. Pets and animals shall not be allowed to become a nuisance and shall be leashed when not on the homeowner's property.
12. Antennas, Satellite dishes, etc.- Owners may have one (1) parabolic dish style antenna not to exceed 18" in diameter. Rod type antenna styles cannot exceed five feet (5') in height measured from grade of the respective yard.
13. Parking- No vehicles shall at any time be placed or parked so as to impede, obstruct or interfere with pedestrian or vehicular traffic along any road, access easement, or right-of-way within the premises. Alleys are reserved for access and utility placement. Parking in the alley, whole or in part, is strictly prohibited to maintain safe access, especially for emergency vehicles. Trailers, boats, recreational vehicles, automobiles, etc. parked adjacent to garages shall not exceed twenty feet (20') in length and in no event shall they project into any street or alley.
14. Maintenance of Common Areas - The England's Pleasant View Homeowner Association shall be responsible for the maintenance of the 14-foot public pedestrian easements and Common Areas including but not limited to landscape maintenance and irrigation and snow removal of walkways adjacent to Common Areas. Individual Owners are responsible for landscape maintenance, irrigation, etc. of the street trees, grass, and other landscaping within any adjacent Buffer Area and/ or boulevard as well as ground within their Lot.



15. Fences- All fences shall be neatly constructed and maintained and shall not exceed four feet (48") in height. *6' privacy fences OK in back of front house corner. Front fences not to exceed 4' in height, must be 50% opaque*
16. Maintenance of Fire Hydrants – The England's Pleasant View Homeowner Association shall be responsible for the maintenance of all fire hydrants within the subdivision, in accordance with fire department and/ or Mountain Water Company procedures.
17. Installation and Maintenance of Common Area Equipment – The England's Pleasant View Homeowner Association shall be responsible for the installation and continual maintenance of Common Area equipment such as play structures, benches, and the like.
18. Colors- Exterior colors shall be aesthetically pleasing. In the event an Owner wishes to repaint the exterior of his or her home, the Association shall be provided a color sample and shall approve the exact color to be used to paint the home.
19. Initiation Fee – Each lot owner shall pay a \$100 initiation fee to the Homeowner Association upon closing of the property.
20. Property Located in Former Grant Creek Drainage System – A portion of the subdivision is located within the former drainage system of Grant Creek. In other areas west of Flynn Lane, flooding has occurred outside of the designated floodplain. Missoula County has not reviewed the subdivision to the extent that guarantees can be made about the potential for high groundwater or flooding on the property.
21. Airport Influence Area – This property is located within the Missoula County Airport Influence Area and is outside the 65 decibel level zone as indicated in the Airport Master Plan. The property is subject to the requirements of the Missoula County Airport Influence Area Resolution. An Avigation Easement for this subdivision in favor of the Missoula County Airport Authority and its successors and assigns has been filed with the Missoula County Clerk & Recorder in Book 655, Pages 524-525. The Avigation Easement places specific permanent limitations and restrictions on the rights of Property Owners within the subdivision and the use of the property now and in the future. The Avigation Easement should be reviewed carefully by all prospective Owners before purchasing the property within this subdivision, keeping in mind that operations at the airport may change and/ or expand in the future thereby changing and/or increasing the impacts felt on the property within the subdivision. Prospective Owners must understand prior to purchasing a Lot within this subdivision that noise and other disturbances from overhead aircraft may be heard or felt by persons within the subdivision which may cause them inconvenience or annoyance that may vary from Lot to Lot within the boundaries of the subdivision and that may have different impacts on different individuals.

22. Public Pedestrian Easements- The public pedestrian easements shall be strictly for pedestrian use. Motor vehicles are not permitted within except for construction/ maintenance purposes.
23. Adjacent Agricultural Operations - This property is located within an agricultural area. Prospective Owners must understand prior to purchasing a Lot within this subdivision that adjacent land use activities may create noise and dust as associated with agricultural operations.
24. Wildlife and Vegetation- Homeowners accept the responsibility of living with wildlife and are responsible for protecting their vegetation from damage.
25. Wood Burning Stoves and Fireplaces- The subdivision is within the designated Missoula Air Stagnation Zone. The installation of wood burning stoves and fireplaces is prohibited. Pellet stoves which meet emission requirements or natural gas or propane fireplaces may be installed subject to a permit from the Missoula City-County Health Department.
26. Current FEMA Map- The 100 year floodplain shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 1195 of 1900, revised to reflect a Letter of Map Revision dated April 26, 2000, is shown to be located within the former irrigation ditches across the property and homeowners may be required to obtain Federal flood insurance or seek a letter of map revision for the floodplain if their home is located within the area of the former ditch. It is expected that the new floodplain study for Grant Creek and the general area, due to be completed in the spring of 2002, will completely remove any reference of the 100-year floodplain within the Pleasant View Homes No.2 subdivision.
27. Approvals by the Declarant- The approval by the Declarant provided for herein may be given by the Declarant, their dutiful authorized agents, their successors or assigns, or a committee appointed by the Declarant, until the authority to give such approvals shall be transferred by the Declarant, its successors, or assigns to the Association.
28. Annexation - The Declarant and membership contemplate development of additional properties in the surrounding area known as Pleasant View Ranch. It is contemplated and understood that the England's Pleasant View Homeowners Association, Inc., which serves this subdivision, will also serve a number of other residential subdivisions in the area. Membership within that entity shall include owners of all properties served by the Association.



ARTICLE III

PLANNED VARIATION STANDARDS

A. Intent. The intent of the Pleasant View Homes No. 2 Planned Variation is to provide single-family residential lots of a smaller size than that allowed in the CRR-3 zone. The allowance recognizes the need for the relaxation of larger-lot single family zoning requirements, thereby making more efficient use of infrastructure, utilities, and nearby community services. These standards are intended to provide adequate yard and building areas, and increased landscaping to promote an aesthetic neighborhood quality. When a standard is not addressed in this Planned Variation, County Zoning Resolution 76-113 shall apply. Otherwise, these standards shall govern the development of the Planned Variation. This Planned Variation does not apply to Lot 42 (the commercial lot) in the Pleasant View Homes No. 2 Subdivision.

B. Space and Bulk Requirements

- Minimum Lot Size (Net) 5400 square feet
- Minimum Lot Width 65 feet
- Minimum Yard - Front 20 feet
- Rear 10 feet
- Side 5 feet
- Accessory structures in rear yard 3 feet

Corner Lots: 20 feet on street frontage with access;
 12.5 feet minimum on other (non access) street frontage;
 Side yard setbacks to buffer areas along England Boulevard are 12.5 feet.
 Setbacks to Flynn Lane, Mary Jane Boulevard always 20 feet.
 Setbacks are measured from structure to nearest lot line or access easement/ right-of-way line.

Maximum Building Height 30 feet

C. Landscaping

A minimum of one street tree (1-1/2" caliper, 6' height) centered within the boulevard per every 30 feet on average, withstanding clear sight triangles and driveway accesses, shall be planted by the adjacent property owner within six months of completion of home construction, weather permitting. The plantings shall occur within the central area of the boulevard of the street(s) fronting the lot. Said street trees shall be continually and properly maintained by the property owner. A minimum of two trees or two shrubs (vertically branching, 5-gallon) shall also be planted by the property owner on each lot in locations preferred by the lot owner.



Such plantings shall occur within six months of completion of home construction, weather permitting. Tree and shrub species shall be approved by the Declarant or Association prior to installation. All areas of the lot not covered by walkway, driveway, or building shall be planted in grass within six months of completion of home construction, weather permitting. Lawns shall be regularly mowed and irrigated as needed, and otherwise properly maintained. Property owners shall keep lawns reasonably weed-free. All grass within the boulevard and any greenway adjacent to the lot as well as that within the individual lot shall be mowed, irrigated, and otherwise properly maintained at all times by the property owner of the lot. The Association shall plant street trees within the boulevard of the common area parks. The parks/ common areas, public pedestrian easements, and greenways shall be maintained by the Association.

D. Building Orientation

The front facade of all homes shall be oriented toward the street to which the lot fronts, except for corner lots, which may face either street. All homes on Flynn Lane and Mary Jane Boulevard shall have a front facade on Flynn Lane or Mary Jane Boulevard, respectively, and these lots shall be allowed alley access only. Front facades shall be determined by the presence of a front door and entry area, including a walkway connecting the public sidewalk to the entry, and the presence of windows on each front building wall facade.

ARTICLE IV

LOT 42 NEIGHBORHOOD COMMERCIAL STANDARDS

I. The following standards are reprinted verbatim from the C-C1 Neighborhood Commercial Zoning District of the Missoula County Zoning Resolution.

A. Intent. This district provides convenience shopping for a limited neighborhood market, which involves retail enterprises dispensing commodities and providing personal or professional services to the individual. The uses should be both at the same intensity level and in the architectural scale of the neighborhood which they serve. Such developments should be clustered to provide centers of commercial activity which will effectively serve adjacent neighborhoods.



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B. Space and Bulk Requirements

Minimum Lot Area None
 Minimum Lot Width None
 Minimum Required Yard - Front 25 feet
 Side 10 feet
 Rear 25 feet

Maximum Building Height 30 feet

C. General Standards See Supplementary County Zoning Regulations – Chapter III

D. Permitted Uses

1. Retail food store, with a maximum floor area of 3500 square feet.
2. Personal Service.
3. General Merchandising.
4. Hardware store.
5. Clothing shop and tailoring service.
6. Accessory buildings and uses.
7. One-family dwelling in same building as other allowed uses.

E. Conditional Uses

1. Professional, business, and governmental offices.
2. Repair services, except automotive repair.
3. Eating establishments, except drive-in establishments.
4. Commercial mini-warehouse.

F. Special Exceptions

1. Public and quasi-public buildings and uses.
2. Automobile service stations.
3. Multiple family dwellings
4. Other retail trades and services with no outdoor display or storage.
5. Public utility installation.

II. The following standards are in addition to the zoning district standards:

A. Uses

All of the above standards and Permitted Uses as contained within the C-C1 Neighborhood Commercial zoning district are allowed by these covenants. Of the conditional uses, only E. 1. and E. 3. may be allowed as conditional uses, which are professional, business, and governmental offices and eating establishments, except drive-in establishments. None of the special exceptions listed are allowed even as may be otherwise allowed through the special exception review process. In no case shall any gaming machines be located on the property, nor shall there be the sale of gasoline or adult magazines.

B. Signage

Sign regulations for neighborhood commercial districts are listed in Section 3.04(3) of the Missoula County Zoning Resolution. In addition to those standards, only a monument sign is to be permitted on Lot 42. The difference with these standards and the zoning district allowances is that the zoning district allows a 20-foot pole sign, 12 feet of area per side. The additional standards hereby set forth in these covenants for Lot 42 allows only one monument sign up to 7 feet in height with 12 square feet of area per side.

C. Landscaping

A landscaping plan shall be reviewed and approved by the Office of Planning and Grants in conjunction with a building permit for Lot 42. Prior to the issuance of a Certificate of Occupancy for this Lot, a 5-foot landscaped buffer, consisting of grass and trees, with trees at 6 feet in height and 2-inch caliper in diameter at time of planting, and shrubs that are 5-gallon in size at time of planting, shall be installed around the perimeter of the site. The landscaped perimeter buffer adjacent to the park and the residential Lots shall also be planted along the length of these property lines adjacent to the building, parking lot and driving areas with an evergreen hedge that is 5 feet tall at time of planting. This landscaping is in addition to the required parking lot landscaping in Section 3.02 of the Missoula County Zoning Resolution.

D. Building Facades

All building facades shall incorporate at least three of the following design alternatives.

- a. Provide color variation in the building façade, including building trim and accent areas.
- b. Provide building façade modulations, such as projections, recesses, off-set planes, overhangs, arcades and/or clearly defined, highly visible pedestrian entrances encompassing at least 75% of the first story of the building façade. No uninterrupted length of the façade shall exceed 50 feet.

- c. Vary exterior materials and provide textural diversity. Predominant exterior building materials should not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.
- d. Incorporate windows, doors and other transparencies to encompass at least 20% and no more than 60% of the first story of the building façade.
- e. Provide varied rooflines and multiple roof panels with at least three or more roof slope planes.

E. Bicycle Parking

Bicycle parking plans shall be reviewed and approved by the Office of Planning and Grants in conjunction with a building permit for Lot 42. Prior to issuance of a Certificate of Occupancy for this Lot, bicycle parking shall be provided for the commercial uses at a minimum of 50% of the motor vehicle parking spaces.

F. Lighting

Lighting plans for any non-residential use shall be submitted to the Office of Planning and Grants for review at time of building permit application. Exterior lighting shall be shielded or recessed so that direct glare and reflections are contained within the boundaries of the property and shall be directed downward and away from adjoining properties and public rights-of-way. Light fixtures shall not exceed 15 feet in height. No lighting shall blink, flash or be of unusually high intensity.

G. Trash Receptacles

Trash receptacles must be screened on all four sides from public view and from view of residential lots by an enclosure such as a wall, fence or plantings which will effectively screen them from public view.

H. Roof-Mounted Equipment

Roof-mounted mechanical equipment or antennas shall be screened from adjacent public streets. Assume a viewing point at the centerline of the street which is 5 feet higher than the building floor grade.



ARTICLE V

GENERAL PROVISIONS

1. **Duration-** The covenants, conditions and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, or by the owner of any lot subject to this Declaration, their respective legal representatives, heirs and successors in perpetuity.
2. **Amendment-** These covenants may be modified, changed or eliminated by an instrument in writing filed with the Missoula County Clerk and Recorder Office and signed by the owners of seventy five percent (75%) or more of the lots to which these covenants apply. No sections of the covenants relating to floodplain, drainage, basements, wildlife, weed control, pedestrian ways, or prohibition of wood burning stoves and fireplaces shall be modified without prior written consent of the governing body.
3. **Enforcement**
 - A. The Declarant, any Owner or the Association shall have the option and right to enforce, by any preceding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or thereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any owner, the Association, or by the Declarant to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.
 - B. Should any lawsuit or other legal proceeding be instituted against an owner who is alleged to have violated one or more of the provisions of this Declaration, and should the plaintiffs be wholly or partially successful in such proceeding, the offending owner shall be obligated to pay costs of such proceeding, including a reasonable attorney's fee.
4. **Severability-** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.
5. **Liability of Declarant-** The Declarant shall have no liability for any of its actions or failures to act, or for any actions or failures to act of the Association or any Owners of property within the Protected Property. The relationship between the Declarant, the Association, and the Property Owners shall be deemed to be that of independent contractors, and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant has expressly assumed herein.



ARTICLE VI

HOMEOWNER ASSOCIATION
GENERAL RESPONSIBILITIES

1. Membership- Each owner shall be a member of an Association to be known as ENGLAND'S PLEASANT VIEW HOMEOWNER ASSOCIATION, hereinafter called the "Association."
2. Voting- Members shall have one (1) vote for each Lot. If there is more than one owner of a single Lot, the vote or votes for such shall be exercised in the manner which the owners of the Lot themselves determine. The Association shall form before any property is sold. There shall be an organizational meeting of the Association arranged by Declarant when two thirds (2/3) of the lots have been sold. Notice of this meeting shall be provided two (2) weeks in advance of the meeting, by certified mail sent to all purchasers of record. At the first meeting the Board of Directors shall be elected, Bylaws adopted and the next meeting of the Association scheduled.
3. Board of Directors- The Board of Directors shall consist of a President, Secretary, and Treasurer. The business affairs of the Association shall be managed by the Board of Directors.
4. Purpose- The purpose of the Association shall be to enforce provisions of this Declaration.
5. Assessments-
 - A. Creation of the Lien of Assessments- Each Lot owner hereby covenants and agrees to pay to the Association annual assessments, all such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessment, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof is hereinafter provided, shall be the obligation of the Owner of such Lot from the date when such assessment becomes payable. Prior to the first meeting of the Association, each Owner will be charged on a pro rata basis for common area and maintenance assessments by the developer.
 - B. Purposes of Assessments- The assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association or as required. The assessments will include installation of landscaping in parks and Common Areas, maintenance of the fire hydrants, continual maintenance of Common Areas and public pedestrian easements but not limited to landscape maintenance, irrigation, snow removal, illumination, etc., as well as Common Area structures such as play equipment, benches, and other commonly owned facilities and/ or other expenditures deemed necessary by the Association.



C. Amount of Annual Assessments- The Board of Directors of the Association shall set the amount of assessments. The Board may, after consideration of the current maintenance costs and future needs of the Association, fix or adjust the annual assessment for each year to meet changing needs.

D. Payment of Annual Assessments- The assessments provided for herein shall be computed on a yearly basis, commencing on the first day of January each year and terminating on the thirty-first day of December the same year. The assessments shall become due and payable on the schedule determined by the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the properties and assessments applicable hereto, which shall be kept in the residence of the Association president of year of tenure or any other location chosen by the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject hereto and may be prorated in proportion to the total assessment for the entire year.

E. Effect of Non-Payment of Assessment- If the assessments are not by midnight on the date when due (being the date specified by the Board of Directors), then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the Lot which shall run thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law but not in excess of fourteen percent (14%). The obligation of the then Owner to pay any assessment or interest shall not be affected by any conveyance or transfer of title to said Lot. The Association may bring action against the Owner obligated to pay the same and/ or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of collecting the same for foreclosing the lien thereof, including reasonable counsel fees.

6. Annexation- Adjoining properties and new subdivisions may be annexed into the Association so as to more efficiently administer maintenance and services.
7. Regular Meetings- The Association shall meet regularly, whether monthly, quarterly or otherwise, at a time and place set at the first meeting. The Board of Directors and interested members may meet at any time to respond to any complaints or violations of these covenants.

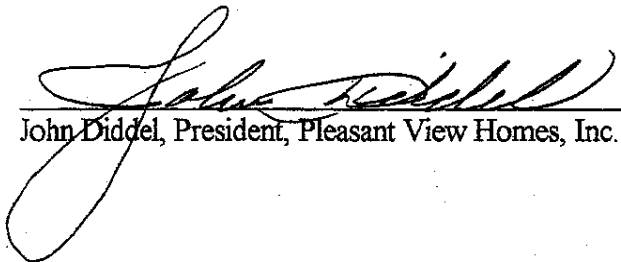


8. General Provisions-

1. The Association shall be formed before any property is sold.
2. Membership is mandatory for each property buyer and any subsequent buyer.
3. The open space restrictions shall be perpetual.
4. The Association shall be responsible for liability insurance, local taxes, and the maintenance of facilities as provided herein.
5. The permission of the governing body is required before the Association can be dissolved or the restrictions modified.
6. The Association shall set up a regular maintenance program for Common Areas and any other facilities owned by the Association.

* * * * *

IN WITNESS WHEREOF, the undersigned has caused these Declaration of Covenants, Conditions and Restrictions, and Homeowner Association General Responsibilities for the PLEASANT VIEW HOMES NO. 2 subdivisions to be executed this 5th day of July, 2001.

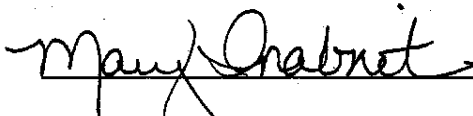


 John Diddel, President, Pleasant View Homes, Inc.

State of Montana

County of Missoula

On this 5th day of July, 2001, before me personally appeared John Diddel, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public for the state of Montana; Residing at Missoula, Montana.

My commission expires October 20, 2001.

