

Eli # 04-6140V  
Return to:  
Eli & Associates Inc.  
P.O. Box 16462  
Missoula, MT 59808



**DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS  
AND HOMEOWNER ASSOCIATION GENERAL RESPONSIBILITIES  
FOR PHASES I AND II (LOTS 528-609, OR SINGLE FAMILY PORTION)  
OF PLEASANT VIEW HOMES NO. 5**

THIS DECLARATION, made this 24<sup>TH</sup> day of JULY, 2008 by John Diddel,  
President of Pleasant View Homes, Inc.

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

A tract of land located in Section 7, Township 13 North, Range 19 West, Principal Meridian, Montana, Missoula County, Montana, being known and filed with the Missoula County Clerk and Recorder as Lots 528-609 of Pleasant View Homes No.5, consisting of 82 single family residential lots on 21.50 acres, zoned RLD-4 in the City of Missoula;

WHEREAS, the Declarant has filed covenants for the Pleasant View Homes Subdivision in Book 611, Page 418 - 429 on March 21, 2000. The Declarant has filed covenants for the Pleasant View Homes No. 2 Subdivision in Book 661, Page 601 on July 11, 2001. The Declarant has filed covenants for the Pleasant View Homes No. 3 Subdivision in Book 740, Page 868 on September 28, 2004. The Declarant has filed covenants for the Pleasant View Homes No. 4 Subdivision in Book 768, Page 1409 on February 14, 2006. 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 within the Pleasant View Homes, Pleasant View Homes No. 2, Pleasant View Homes No. 3, Pleasant View Homes No. 4, and Lots 528-609 of the Pleasant View Homes No. 5 subdivisions are 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 declare 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, and conditions 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. "Common Area" shall mean the land owned in common by the owners of the Lots through the England's Pleasant View Homeowner Association as shown on the subdivision plat.  

"Common Area Greenway" shall mean the long, 20-foot wide strips of Common Area dissecting the blocks lengthwise.

"Common Area Walkway" shall mean the shorter 14-foot wide strips of Common Area that divide the blocks widthwise, within which are five-foot wide sidewalks.
3. "Dwelling" shall mean any building or portion thereof, designed for use as permanent living quarters having sleeping cooking and complete sanitary facilities.
4. "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.

5. "Home Occupation" 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 neighborhood, in accordance with the City of Missoula Zoning Ordinance or other applicable regulations.
6. "Improvements" shall mean any Dwelling, Accessory Building, fence, street, 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.
7. "Industrial Use" shall mean the manufacture, production, fabrication, sale or bulk storage of materials for ultimate use in the making of a finished good.
8. "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.
9. "Livestock" shall mean cattle, horses, colts, foals, ponies, mules, llamas and donkeys and other such animals.
10. " 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, excluding alleys.

11. "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.
12. "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.
13. "Premises" shall mean lands and tenements; an estate, including land and buildings thereon.
14. "Residential Use" shall mean the occupying of a dwelling for living purposes.
15. "Setback" shall mean the horizontal distance required between any structure to a Lot line (property boundary) or right-of-way line, measured at right angles.

16. "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, business, product, service, event, activity, location, or happening of whatever nature, and by any means, including words, letters, numerals, figures, etc.
17. "Structure" shall mean any above ground improvement to real estate.
18. "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) or Lot(s) so created may be sold, rented, leased or otherwise conveyed or transferred and shall include any re-subdivision.

## ARTICLE II

### PROTECTIVE COVENANTS

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

1. **Land Use and Building Types-** Only single family uses per the RLD-4 zoning district shall be permitted. Mobile or manufactured homes are not permitted. Home occupational use of these premises is allowed only in accordance with City of Missoula zoning or other applicable regulations. Commercial (not to include home occupations as permitted by applicable zoning regulations), manufacturing, and industrial uses are not permitted.
2. **Building Orientation and Setbacks-** 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. Front facades shall be determined by the presence of a walkway connecting the public sidewalk or driveway to the entry, and the presence of windows on each front building wall façade. Building setbacks to property lines shall be in accordance with the appropriate zoning district and other regulations of the City of Missoula.
3. **Additional Construction by Owner:** Owners shall obtain proper permits for any additional construction if required by the City of Missoula, and shall meet all zoning regulations. Fences require City permits and shall not be constructed or placed so as to encroach within any easement, Common Area, or right-of-way.

4. **Maintenance of Common Areas and Other Facilities by Association-** Common Areas throughout the Pleasant View Homes subdivisions shall be maintained by the Association to include but not limited to irrigation and irrigation systems maintenance, landscaping maintenance to include maintenance of traffic circle landscaping, sidewalk maintenance to include snow removal, and maintenance of any other commonly owned facilities, per Association approval. An exception is that individual Lot Owners adjacent to Common Area Walkways are required to install and maintain the grass within the Common Area Walkway up to the adjacent edge of the sidewalk. The Association shall maintain and mow the Common Area Greenways. The Association shall maintain the fire hydrants in accordance with requirements of the Missoula Fire Department.
  
5. **Landscaping and Maintenance of Lot, Boulevard Areas, and Adjacent Common Area Walkways - Landscaping and Maintenance of Lot, Boulevard Areas, and Adjacent Common Area Walkways-** A minimum of one street tree, centered within the boulevard per every 30 feet on average, withstanding clear sight triangles and driveway accesses, shall be planted by the Declarant within six months of completion of home construction, weather permitting. The plantings shall occur within the central area of the boulevard of the street fronting the home. A protective covering at the tree base is recommended. Said trees shall be continually and maintained by the Lot Owner, to include proper watering. In the event the tree dies at any time after planting and for any reason, then the same species and similar-height tree shall be planted. The Lot Owner shall install grass or sod within the entire boulevard area. Gravel, rock, or other material other than grass within the boulevard is not permitted. Lot owners adjacent to Common Area walkways shall install and maintain grass (only) within the Common Area up to the sidewalk. A minimum of two trees or two shrubs (vertically branching, 5-gallon) shall also be planted by the Lot Owner on each Lot, in locations preferred by the Lot Owner. Grass installation shall occur within six months of completion of home construction, weather permitting. All areas of the Lot not covered by walkway, driveway, landscape material or building shall be planted in grass within six months of completion of home construction, weather permitting. No more than 30 per cent of the Lot area, not including the original home and driveway area, may be covered in any material besides grass. Lawns shall be regularly mowed, irrigated as needed, and maintained in a reasonably weed-free condition. Underground sprinkler systems are highly recommended, as they utilize water efficiently. All grass within the boulevard adjacent to the Lot, as well as the grass within the Common Area Walkway adjacent to the Lot up to the edge of the sidewalk, and that within the individual Lot shall be mowed, irrigated, kept reasonably weed-free and otherwise properly maintained. Lot Owners shall revegetate any ground disturbance with beneficial species at the first appropriate opportunity after the disturbance occurs. The intent is to properly maintain all landscaped lot areas in a healthy, generally weed-free condition. Lot Owners shall provide proper and continual maintenance of all structures and fences within their Lot.

6. **Water and Sewage** - All water systems and sewage disposal systems must be located and constructed in accordance with the requirements of appropriate governmental authorities.
7. **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.
8. **Junk Vehicles and Scrap Materials**- Use of the Lots 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.
9. **Nuisances**- No noxious or offensive activity shall be carried on or permitted on any Lot, nor shall any Lot be used in a way which may endanger the health or safety of or unreasonably disturb the neighborhood. No 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 by Allied Waste on at least a weekly basis. All garbage shall be stored within the garage, except for the day garbage is picked up by Allied Waste, 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 by animals. There shall be no burning of refuse out-of-doors.
10. **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'.
11. **Temporary Dwellings, Trailers, etc.** - No structure of a temporary character shall be constructed, placed or used on any Lot at any time as a residence. Campers, RV's, boats, trailers, and the like shall not be parked on the street for more than 48 hours in any one-week period and in no case shall they be used as a permanent or temporary dwelling.
12. **Pets and Animals/ Kennels**- No more than two dogs and two cats may reside in any one Lot. Any kennel or dog house constructed must be placed out of sight behind the residence. 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 Owner's Lot.
13. **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 in height measured from grade of the respective yard.

14. **Appurtenances-** Items such as trampolines, swing sets, playhouses, and the like shall be kept in the rear yard only.
15. **Parking-** Vehicles shall not at any time be placed or parked so as to obstruct or interfere with pedestrian or vehicular traffic along any road, sidewalk, 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 prohibited at any time so as to maintain safe and unimpeded access. Trailers, boats, recreational vehicles, automobiles, etc. parked outside the garage shall not exceed twenty feet in length and in no event shall they project into any street, alley, or sidewalk. Such items shall not be parked on the street for more than a 48-hour period during any one week period.
16. **Off-Premise Storage of Boats, Trailers, RV's, etc.-** Boats, trailers, recreational vehicles, campers, off-road vehicles, commercial vans/ trucks, and the like shall be stored within the garage or outside of the Pleasant View Homes subdivisions. No outdoor storage of such items anywhere on the Lot is permitted.
17. **Fences-** If constructed, fences shall be neatly constructed and maintained. Fences in the front yard (beyond a main front building corner) are not permitted. Allowable (side and rear yard) fences shall not extend beyond a main front building corner and may be up to six feet in height. In no case may any fence encroach into any right-of-way, easement, or Common Area.
18. **Initiation Fee –** Each Lot Owner shall pay a \$100 initiation fee to the Association upon closing of the Lot, to cover the costs of boulevard tree installation by the Declarant.
19. **Public Pedestrian Easements-** The public pedestrian easements and all other Common Areas shall be strictly for pedestrian use. Motor vehicles are not permitted within these except for construction/ maintenance purposes sanctioned by the Association.
20. **Airport Influence Area –** The following language is Exhibit A to the Avigation Easement: Airport Influence Area disclosure for declaration of covenants, restrictions and conditions for the Pleasant View Homes No. 5 subdivision:

Airport Influence Area. The Real Property is located within the Missoula County Airport Influence Area and is subject to the requirements of the Missoula County Airport Influence Area Resolutions. The resolutions that created the Airport Influence Area were adopted by the Board of County Commissioners for Missoula County pursuant to Resolution No. 78-96 and amended by Resolution No. 78-187 dated July 5, 1978 and December 6, 1978, respectively and recorded in Book 121 Of Micro Records, page 1319 (Resolution 78-96) and Book 135 of Micro Records, page 474 (Amendment by

Resolution 78-187). The Real Property is further subject to an Avigation Easement entered between the Declarant and the Missoula County Airport Authority, dated the 1<sup>st</sup> day of August, 2008 and recorded on the records of the Missoula County Clerk and Recorder in Book 824, Micro Records at Page 33, all of which limit and restrict the rights of the Owners of any part of the Real Property now and into the future. The limitations and restrictions set out in these documents should be reviewed carefully prior to purchase by all prospective purchasers of all or any part of the Real Property. Prospective purchasers and Owners are advised that the operations at the airport may change and/or expand in the future, thereby changing and/or expanding the impacts felt on the Real Property. Prospective purchasers and Owners are advised and should consider before purchasing all or any part of the Real Property that noise, vibration, dust, fumes, smoke, vapor and other effects from aircraft may occur, which may cause inconvenience or annoyance that may vary from area to area within the Real Property and that may affect people in different ways or extent. Federal funding for soundproofing, other mitigation of these impacts, or for acquisition of these properties is not available at present, nor in the future. The provisions of paragraph 3 of the above-described Avigation Easement executed by the Owner/Declarant provides for a full waiver and release by Owner/Declarant of any right or cause of action which it now has or may have in the future against the Missoula County Airport Authority, its successors and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other effects heretofore or hereafter caused by the operation of aircraft in said air space and/or by operations at the Missoula County Airport. The acquisition of all or any part of the Real Property by a prospective purchaser shall constitute an express acknowledgment and agreement by such prospective purchaser on behalf of the prospective purchaser, their heirs, personal representative, successors and assigns, that prospective purchaser, fully waives and releases the Missoula County Airport Authority and its successors and assigns, of any right or cause of action which prospective purchaser now has or may have in the future as the purchaser and occupant of all or any part of the Real Property against the Missoula County Airport Authority and its respective successors and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other effects heretofore or hereafter caused by the operation of aircraft in the air space and/or by the operations at the Missoula County Airport and/or Johnson Bell Field and/or within the Missoula County Airport Influence Area. This paragraph may not be revised without the written consent of the Missoula County Airport Authority, which consent shall not be unreasonably withheld.

21. **Wildlife and Vegetation-** Homeowners accept the responsibility of living with wildlife and are responsible for protecting their vegetation from damage.



22. **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.
23. **Address Signs-** Each residence must have an address sign that is at least 4 inches in height and is clearly visible from the street. This section of the covenants may not be changed or deleted without governing body approval.
24. **Radon Mitigation-** The Missoula City-County Health Department recommends that all new construction incorporate passive radon mitigation systems.
25. **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.
26. **Homeowner Associations-** Owners of Lots 528-609 shall be a member of England's Pleasant View Homeowner Association, to which Pleasant View Homes, Pleasant View Homes No. 2, Pleasant View Homes No. 3, and Pleasant View Homes No. 4 are a part. Owners of Lots 610-628 (and/ or homes within these lots) shall be a member of the England's Multi-Family Pleasant View Homeowner Association, which is a separate Association.
27. **Statements on Final Plat-** The subdivision plat contains Special Improvement District protest waivers and other statements and information that should be read by any prospective lot purchaser prior to purchase. Statements on the subdivision plat are as follow:

"All common areas are also public utility and public pedestrian easements."

"Acceptance of a deed for a lot within this subdivision shall constitute a waiver of the right to protest a future RSID/SID for inclusion in a development and maintenance district for parks, based on benefit. The waiver shall run with the land and shall be binding on the transferees, successors and assigns of the owner's of the land."

"Acceptance of a deed for a lot within this subdivision shall constitute assent of the lot owner to waive the right to protest a future RSID/SID for improvements to the streets within this subdivision, including, but not limited to, road construction, paving, the installation of drainage facilities, curbs and gutters, pedestrian walkways or bikeways, based on benefit. The waiver shall run with the land and shall be binding on the transferees, successors, and assigns of the owner's of the land."

“Acceptance of a deed for a lot within this subdivision shall constitute a waiver of the right to protest a future regional RSID or SID for storm drainage construction, based on benefit. The waiver shall run with the land and shall be binding on the transferees, successors, and assigns of the owner's of the land.”

“Acceptance of a deed for a lot within this subdivision shall constitute assent of the lot owner to waive the right to protest future RSID/SID for improvements to the Flynn/Mullan and Reserve/Mullan intersections, Mullan Road, Mary Jane Boulevard, England Boulevard, including, but not limited to, road construction, paving, the installation of drainage facilities, curbs and gutters, pedestrian walkways or bikeways, based on benefit. The waiver shall run with the land and shall be binding on the transferees, successors, and assigns of the owners of the land.”

“The real property within this subdivision is located within the Missoula County Airport Influence Area, and is subject to the provision of the Missoula County Airport Influence Area resolutions that created the Airport Influence Area and which were adopted by the Board of Commissioners for Missoula County pursuant to Resolution No. 78-96 and amended by Resolution No. 78-187, dated July 5, 1978 and December 6, 1978, respectively, and recorded in Book 121 of Micro Records, page 1319 (Resolution 78-96) and Book 135 of Micro Records, page 474 (Amendment by Resolution 78-187). An Avigation Easement has been executed by the Owner in favor of the Missoula County Airport Authority and said Avigation Easement and all of the terms thereof are incorporated herein by reference as a real estate disclosure statement. The Avigation Easement entered into between the Owner and the Missoula County Airport Authority is dated the 1<sup>st</sup> day of August, 2008 and recorded in the records of the Missoula County Clerk and Recorder in Book 824 of Micro Records at Page 33. Potential buyers of property within this subdivision should carefully review each of the referenced documents prior to purchasing the property.”

## ARTICLE IV

### 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, successors, or assigns for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten (10) years thereafter. These covenants may be amended 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. Covenants related to weed control and revegetation, radon, address signing, and Airport Authority provisions shall not be changed without governing body approval.
2. **Enforcement**
  - A. The Declarant, any Owner, or the Association shall have the option and right to enforce, by any proceeding 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.
3. **Severability-** Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions which shall remain in full force and effect.
4. **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 Lot 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 V

### ENGLAND'S PLEASANT VIEW HOMEOWNER ASSOCIATION GENERAL RESPONSIBILITIES

1. **Membership-** Each Owner shall be a member of the 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.
3. **Board of Directors-** The Board of Directors shall consist at a minimum of a President, Secretary, and Treasurer. 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 assessment, together with 10% 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 may include maintenance of landscaping and underground irrigation systems in the Common Areas, maintenance of the fire hydrants, traffic circle vegetation, maintenance of walkways within Common Areas to include snow removal and repairs, as well as commonly owned structures such as play equipment, benches, and other commonly owned facilities and/ or other expenditures deemed necessary by the Association. Individual property Owners are responsible for landscape maintenance, irrigation, etc. of street trees, grass, and other landscaping within the boulevard adjacent to their Lot and all landscaping (lawns, trees, shrubs) within their Lot.

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 complaints or violations of these covenants.

8. General Provisions-

1. The Association has been formed.
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 as required herein.
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. 5 subdivision to be executed this 24<sup>th</sup> day of July, 2008.

John Diddel  
John Diddel, President, Pleasant View Homes, Inc.

State of Montana  
County of Missoula

On this 24<sup>th</sup> day of July, 2008, 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.

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

Andrea Bristle  
Printed Name  
My commission expires July 8, 2009

