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B

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

CRESTVIEW EIGHTY NO. 2

THIS DECLARATION is made this 6th day of September, 1991, by CRESTVIEW EIGHTY, a General Partnership, consisting of HOUSE VENTURES CO., a Montana Corporation, 95 South Crestview Terrace, Bigfork, Montana 59911, and MacMILLAN DRUG, a Montana Corporation, 2 Sunset Plaza, Kalispell, Montana 59901; hereafter referred to as the Declarant;

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RECITALS

1. The Declarant has filed a plat of certain lands in Flathead County, Montana, known as CRESTVIEW EIGHTY, No. 2, with the Clerk and Recorder of said County, on the 24 day of September, 1991 as Document Number 91358 12210 in File Case 2-3-24 of Plats, as Abstract Number 948.

2. The Declarant is the owner of all the lots in CRESTVIEW EIGHTY, NO. 2 and is desirous of subjecting said real property to the conditions, covenants and restrictions hereafter set forth, each and all of which are for the benefit of said property and for each owner and contract purchaser thereof, which shall inure to the benefit of and pass with said property and each and every parcel thereof and apply to and bind the successors in interest of any owner or contract purchaser thereof;

NOW THEREFORE, the Declarant having established a general plan for the improvement and development of said property does hereby establish the conditions, covenants and restrictions upon which and subject to which all the property and any portions thereof shall be improved or sold and conveyed by them as owner and hereby declare that said property is and shall be held, transferred, sold and conveyed subject to the conditions, covenants and restrictions hereafter set forth which are to run with the land and shall be binding upon all successors in interest of the Declarant.

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to the Crestview 80 Homeowners Association, Inc., a non-profit corporation, created when Crestview Eighty No. 2 was approved and recorded.

Section 2: "Properties" shall mean and refer to that certain property described herein as Crestview Eighty No. 2. "Properties" shall also mean and refer to any addition of real properties as may hereafter be brought within the jurisdiction of the Association, excepting that such reference shall in no way subject such additions to the protective covenants hereinafter set forth. All future

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additions to either Crestview Eighty No. 1 or No. 2, although being a part of the Association, shall have their own protective covenants in keeping with Crestview Eighty Partnership's overall plan of development.

Section 3: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Crestview Eighty No. 2 with the exception of any common area.

Section 5: "Member" shall mean and refer to every person or entity who is a member of the Association.

Section 6: "Owner" shall mean and refer to every person or entity who is a record owner of a fee, or undivided fee, interest in any lot which is subject by covenants of record to assessment by the Association. Record owners who have sold any lot under a contract for deed shall not be considered owners but the purchasers of any lot who are purchasing any lot or condominium unit under a contract for deed shall be considered the owner for all purposes herein. Persons or entities having an interest in any lot merely as security for the performance of an obligation are hereby excluded.

Section 7: "Declarant" shall mean and refer to CRESTVIEW EIGHTY, a general partnership.

Section 8: "Class A" members shall be all members except the Declarant.

Section 9: "Class B" members shall be the Declarant.

ARTICLE II PROTECTIVE COVENANTS

The real property located within the exterior boundaries of CRESTVIEW EIGHTY NO. 2 is hereby subjected to these conditions, covenants and restrictions to insure the best use and the most appropriate development and improvement of each lot created; to protect the owners and contract purchasers of tracts of land against such improper use of surrounding building lots as will depreciate the value of their property; to preserve so far as is practicable the natural beauty of said property; to guard against the construction of buildings of improper or unsuitable material; to provide for architectural control of buildings proposed to be constructed on a lot; to insure the highest and best development of said property; to encourage and secure the construction of attractive buildings and to provide for high quality improvements on said property and thereby to enhance the values of improvements made by purchasers of lots.

Section 1: Architectural Control Committee. The Architectural Control Committee shall consist of the Board of Directors of the Association or of a special Architectural Control Committee of at least three persons appointed by the Board of Directors of the Association all of whom must be members of the Association.

Section 2: Architectural Control. All lot owners intending to construct a dwelling or build any type structure whatsoever upon any lot shall first submit their plans and specifications in writing to the Architectural Control Committee. No dwelling, house or other structures, including but not limited to fences, tool sheds, pet enclosures, shall be erected, placed or altered on any lot until the construction plans and specifications and the proposed site have been approved in writing by the

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Architectural Control Committee as to the quality of workmanship, materials, harmony of external design with existing structures and location of the structure with respect to topography and lot lines and finish grade elevation. The approval herein required shall also be required with respect to any alteration in the exterior appearance of an existing building including changes in the type of siding or roofing.

Section 3: Approval by Committee: Approval or disapproval by the Architectural Control Committee must be in writing. In the event the Committee fails to act within 30 days after proposed plans and specifications of any structure have been submitted to them in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the entire dwelling, no specific approval shall be required for such structure and the pertinent provisions of this Declaration shall be deemed to have been fully complied with.

Section 4: Interference with Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved over, under, and across affected lots and granted to the present and future owners of lots benefitted as such easements are shown on the recorded plats (and any amended plats) of Crestview Eighty No 1 and No. 2 and for the use and benefit of any lot owners of any other property annexed as provided herein. All utility services including telephone, cable television, and electricity shall be placed underground by the developer or lot owner whichever the case may be. Any lot owner who shall place any building, improvement, shrub, hedge or tree on any easement shall be required without notice at the request of any other affected lot owner or utility company to remove such structure, improvement or vegetation if such removal shall facilitate installation, repair or maintenance of utilities within said easement area.

Section 5: Land Use and Building Type.

a. **Division of Lot:** No lot shall be divided unless it is for the purpose of adding it to lots that adjoin it on either side or creation of townhouses as allowed in subsection c. The Architectural Control Committee is authorized to approve and permit a structure built on portions of two or more lots when in its discretion such action is considered consistent with the objective and purposes of these covenants.

b. **Single Family residential lots:** Only one single family dwelling may be erected, placed or permitted on each of the following lots:

Block 6: Lots 1,2,3,4 and 5

Block 10: Lots 3,4,5 and 6

together with a garage no larger than is convenient and necessary for the storage of three (3) automobiles, boats or pickup trucks. Such other buildings as may be incidental to residential use of the property are permitted but in no case shall there be constructed or maintained any garage or storage facility larger than is necessary to accommodate a conventional pickup truck and camper or boat and trailer not to exceed twelve (12) feet in height. Residences constructed on single family dwellings lots with:

(i) 11,999 square feet or less shall have a minimum of 1000 square feet of living space (not including garage or deck).

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(ii) 12,000 square feet or more shall have a minimum of 1400 square feet of living space (not including garage or deck.

c. Multiple family residential lots: Either single family dwellings or multiple family dwellings (apartments, townhouses, or condominiums) may be erected, altered, placed or permitted on the following lots:

	Maximum number of living units
Block 7:	
Lot 1	2
Lot 2	4
Lot 3	4
Block 8:	
Lot 1	2
Lot 2	2
Lot 3	2
Block 9:	
Lot 1	8
Lot 2	4
Lot 3	4
Lot 4	4
Lot 5	4
Lot 6	4
Lot 7	4
Lot 8	6
Lot 9	6
Lot 10	6
Lot 11	6
Block 10:	
Lot 7	2

together with a garage no larger than is convenient and necessary for the storage of two (2) automobiles for each private dwelling. One bedroom multi-family structures constructed on authorized lots shall have at least 600 square feet of living space per unit (not including garage or deck) plus an additional 100 square feet per unit for each additional bedroom in each unit. Multi family structures may be constructed on the above lots which consist of fewer units than those allowed above; it being the intent that the number of units indicated above reflect the maximum number of units allowed for each lot.

d. Commercial lots: Lots 1 and 2 of Block 10 are designated as commercial lots and are subject to the following restrictions:

(i) The construction standards required by these covenants shall apply

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to commercial buildings. The building uses for Lots 1 and 2 are limited to those businesses defined as neighborhood commercial uses which are more particularly enumerated and classified as B-1 and B-2 zoning classifications of the Flathead County Comprehensive Zoning Regulations in effect on September 1, 1991.

(ii) Use of Lot 2 of Block 10 as a gravel pit for the extraction of gravel, sand and fill shall permanently cease on the 4th day of October, 1991. Within 60 days after that date, appropriate stabilizing procedures shall be taken by the developer to prevent slumping or erosion. Stabilization shall be accomplished in accordance with plans approved by a professional engineer.

(iii) Access to Lot 2 of Block 10 shall be provided from Highway 35 only. Conversely, access to this lot shall not be provided from Crestview Court or Crestview Drive. The approach to this lot shall be designed and built in accordance with a state issued highway approach permit. The design and construction of the approach shall not share or interfere with the private approach to Lot 5 of Block 6 of the Corrected Plat of Kildare Tracts.

(iv) Access to Lot 1 of Block 10 shall not interfere with the intersection of Crestview Court or Sunrise Terrace and shall be located in conformity with all applicable county regulations for commercial approaches.

(v) The temporary road connecting Highway 35 to Crestview Drive running through Lot 1 of Block 10 shall be closed to all traffic and be reclaimed with planting of vegetation.

Section 6: Land use: No trade, craft, business, profession, commercial or manufacturing activity at any time shall be carried on or conducted from any single family residence or multiple family residence. However those arts, crafts, or professions conducted solely by family members conducted entirely within residential structures shall be permissible as shall be instructional or child care activities such as music lessons, day care and nursery activities for no more than five (5) children. No traffic shall be generated by such home activities in greater volume than would normally be expected in a residential neighborhood. No equipment or process shall be used which creates visual or audible interference with any radio, television, or telephone receivers off the premises or which cause fluctuation in electrical line voltage off the premises. No satellite television or radio receiver or antenna shall be allowed on any lot.

Section 7: Construction Standards: The following construction standards shall be followed for all buildings placed on the lots:

- (a) All construction once begun shall be completed as to exterior finish within one (1) year after start of construction.
- (b) No structure of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built or moved onto any lot.
- (c) No structure commonly described as "mobile home" or "trailer" shall be placed or

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remain on any lot for any purpose except that recreational vehicles and travel trailers may be kept in accordance with Section 11 of this Article.

- (d) No building on any lot shall have metal roofing.
- (e) No structure commonly described as "A-frame" shall be permitted on any lot.
- (f) Each structure once constructed on a lot shall be kept in the same condition as at the time of its initial construction, excepting only normal wear and tear. All structures shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the owner shall with due diligence rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Reconstruction shall be completed within one year of the casualty.
- (g) No structure shall exceed two stories in height.

Section 8: Seeding, Planting and Weed Control. Wild weeds and grass shall be mowed on a regular basis to prevent them from reaching seed stage. Whenever a structure is constructed on any lot, the owner of said lot shall within a reasonable time thereafter seed and plant a lawn or other vegetable ground cover.

Section 9: Signs. No advertising signs other than one small "for sale" or "for rent" signs shall be exhibited in any way upon a lot; however, for a period of fifteen years the declarant shall be permitted to place signs upon unsold properties. No parking signs shall be installed and maintained by the association in all cul-de-sac areas.

Section 10: Pets. No animals, reptiles or livestock of any kind other than a dog, cat, or bird shall be kept or maintained on any lot for any purpose. All animals permitted by this section shall be contained within the boundaries of their owner's lot. Provided however, any animal that barks, howls, bites, roams at large or chases vehicles shall not be kept within the subdivision at any time.

Section 11: Parking. No mobile homes, trucks exceeding one-ton capacity, trailers, boats or inoperable or unsightly vehicles shall at any time be parked on any road or lot within the subdivision except those vehicles or equipment that are stored within the confines of a lot owners garage. Commercial or construction equipment may be stored on a lot site or street only during periods of construction. For single family lots, multiple dwelling lots, and commercial lots, off street parking spaces shall be provided for each dwelling unit or commercial unit, whichever the case may be, in a ratio of two (2) parking spaces per dwelling unit or commercial unit.

Section 12: Lot Appearance. No part of any lot shall be used to store or place rubbish, trash, garbage, junk cars or other unsightly objects.

Section 13: Setback lines. No building shall be located on any lot closer than 5 feet to the property line or utility easement. Furthermore, no building, structure, fence, shrub, or tree shall be placed on or allowed to remain on Lot 1 of Block 9 closer than 15 feet to the property line which abuts Crestview Drive or O'Brien Terrace. The purpose of this additional restriction is to assure an unobstructed view for motorists using Crestview Drive and O'Brien Terrace

Section 14: Exterior Maintenance. Each lot owner shall provide for exterior maintenance of their structures including painting, staining, sealing and repairs. Each lot owner shall avoid accumulation of refuse, unsightly objects or other material prohibited by these covenants.

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Section 15: Sewage. All lots shall be hooked up to the Bigfork County Water and Sewer District sewer system at the lot owners expense and according to the Districts rules and regulations. No individual sewage disposal system shall be permitted at any time on any lot.

Section 16: Garbage. It is the responsibility of each lot owner to haul and dispose of or contract for the hauling and disposition of all solid waste from each lot. All garbage cans used in connection with any dwelling on any lot shall either be sunk in the ground to ground line, placed in an enclosure completely screened from view or kept in the garage.

Section 17: Nuisances. No noxious or offensive activity shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall a lot be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb the residents of any lot. Outdoor barbecues are not considered nuisances under this section.

Section 18: Boundary Control Monuments. The Declarant has caused survey monuments to be placed on the corners of each lot. It shall be the responsibility of the owner of each lot to immediately provide for professional replacement of any survey monuments that are removed, lost or obliterated from his lot.

Section 19: Maximum lot coverage. Covering a lot by impervious materials such as roofs asphalt, concrete, etc. shall not exceed 75% of the total area of the lot, or combination of lots in case of more than one lot being used for one living structure.

Section 20: Mail boxes. Cluster sites for mail delivery shall be provided by developer, as needed, at locations acceptable to it and the U.S. Postal Service in Bigfork.

ARTICLE III ANNEXATION

Section 1: Crestview Eighty properties. If within twenty-five years of the date of incorporation of the Association, the Declarant develops additional lands within any of the area described as follows:

Lots 1 to 9 inclusive of Block 1; Lots 1 to 9 inclusive of Block 2; Lots 1 to 8 inclusive of Block 3; Lots 1 to 8 inclusive of Block 4; Lots 1 to 6 inclusive of Block 5; Lots 1,2,3,4,6B and 7 inclusive of Block 6, and all of the corrected plat of Kildare tracts subdivision according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana,

EXCEPTING therefrom those portions already developed as Crestview No. 1.

EXCEPTING therefrom those portion already developed as Crestview No. 2.

such additional lands shall be annexed to the association (and thereby add to its membership at the

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request of the Declarant and without the assent of the Class A Members. Although the development of such additional lands shall be in accordance with a general plan for the overall development of the Crestview Eighty area by the Declarant, each such additional area so developed shall be subject only to those protective covenants as may be made applicable to that area. In this regard, the lands described in this declaration (Crestview Eighty No. 2) are hereby annexed to the association and its membership is increased accordingly.

Section 2: Other properties. The association may, at any time, annex additional residential properties and common areas and so add to its membership; provided that any such annexation shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE IV MEMBERSHIP

Section 1: Every person or entity who is a record owner of any lot which is subject by covenants of record to assessments by the Association, whether in Crestview Eighty No. 1 or No. 2 or in any additions thereof, shall be a member of the Association; excepting however, any person or entity who has sold or is selling any such lot under a contract for deed shall not qualify as a member of the Association. Every person or entity purchasing any such lot or condominium unit under a contract for deed shall be a member of the Association.

Section 2: The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment by the Association. Ownership of a lot shall be the sole qualification for membership. Both partners of the Declarant shall be considered as landowners for purposes of association membership, and shall therefore be members of the Association so long as the Declarant owns one or more lots which are subject by covenants of record to assessment by the Association.

ARTICLE V VOTING

Section 1: Class A. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot the vote for such lot shall be exercised as such persons among themselves determine but in no event shall more than one (1) class A vote be cast with respect to any lot except those lots where multi-family dwellings are located in which case one vote shall be allowed for each dwelling situated on the lot.

Section 2: Class B. The Declarant shall be entitled to three (3) votes for each lot in which it holds the interest required for membership. The President of each corporate partner shall exercise the votes which the partnership is entitled to cast.

Section 3. Single Class. The distinction between classes of membership shall terminate on the happening of either of the following events, whichever occurs earlier:

(a) When the total outstanding votes in Class A membership equal the total outstanding votes in Class B. membership;

or

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(b) January 1, 1994

When such distinction of classes terminates, all members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as such persons among themselves determine but in no event shall more than one (1) vote be cast with respect to any lot except those lots where multi family dwellings are located in which case one vote shall be allowed for each dwelling situated on the lot.

ARTICLE VI ROADWAY SYSTEM AND ASSESSMENTS

Section 1: Roadways. The Declarant hereby declares that the Association shall be the owner of all the roadways described and depicted on the plat of Crestview Eighty No. 1 and No. 2 for the use and benefit of the lot owners of Crestview Eighty No. 1 and No. 2 and for the use and benefit of owners of lots in any additional land as described in Section 1 of Article III, which Declarant may develop in the future, or pursuant to Section 2 of Article III by the owners.

All roads shown on the plat of Crestview Eighty No. 2 shall be built by the Developer in accordance with Flathead County standards for paved roads. In addition, a 24 foot wide graveled or paved road shall be built to Flathead County standards for connection with Lake Hill Drive. Said road shall be a continuation of and connect with either O'Brien Terrace, North Crestview Terrace or Crestview Drive. Construction and completion of these roads shall be certified by a licensed professional engineer verifying compliance.

The Developer shall name each roadway and cause signs to be erected indicating the name of each road. After all roadways described above have been constructed to Flathead county standards, and the disturbed soils along the roadways revegetated in accordance with plans approved by the Flathead county Noxious Weed Control Board, they shall be conveyed by deed to the Association. The association shall pay all taxes levied on such roadway when due and be responsible for the repair, maintenance and improvement of said roadways and signs.

Section 2: Creation of Personal Obligation. In order to finance the maintenance, repair, real estate taxes, insurance, road signs and other costs incurred in owning, improving and maintaining the roadway and any roadway easements granted to the association for the use and benefit of the owners of lots, the Declarant for each lot owned within the properties, covenants to and with each other owner of any lot by acceptance of a deed or contract for purchase of any lot within the properties, whether or not it shall be so expressed in said deed or contract is deemed to covenant and agree to be a member of and subject to the assessments and duly enacted bylaws and other rules of the Association. The Association, through its board of directors, is authorized and directed to determine annually the amount necessary to maintain, repair and improve the roadways and assess each lot owner accordingly. Each assessment shall be the personal obligation of the owner of each lot as of the date of assessment. This personal obligation shall not pass to successors in title unless expressly assumed by them.

Section 3. Uniform rate of annual assessment. Annual assessments must be fixed at a uniform rate for all lots in Crestview Eighty No. 1 and No. 2, and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the board of directors. However, where one owner is utilizing more than one lot as a single homesite and has commenced or completed construction of a dwelling thereon, the directors may in their discretion elect to treat such owner the same as a single lot owner for assessment purposes. Lots owners which have multi-family dwellings on them shall be

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assessed such that each dwelling on the lot is assessed as one lot. For example, if each lot owner is assessed \$50.00 per annum then a lot owner with a fourplex (apartment, condominium or townhouse) would be liable for the payment of \$200.00.

Section 4: Special Assessments. In addition to the annual assessment authorized above, the Association, through its board of directors, may levy in any assessment year, a special assessment applicable to that year only, which shall be in addition to the annual assessment. Such special assessment shall be exercised and levied only for the purpose of defraying in whole or in part the cost of any installation, construction, or reconstruction repair or replacement of a portion or all of the roadways, provided that before any such special assessment may be levied, it shall have the assent of two-thirds (2/3) of the total of both classes of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5: Commencement of Assessments. The Board of Directors of the Association is authorized to make the first annual assessment at such time as it determines appropriate. Such first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of each annual and special assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every owner of record at that time. The due dates shall be established by the board of directors. If the assessment (special) is such as requires a vote of the members, this shall be done before the assessment becomes effective. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid and if not paid the amount owing thereon.

Section 6: Nonpayment of assessments. Any assessments or installment payments on assessments which are not paid when due shall be delinquent. If the amount is not paid within thirty (30) days after the due date, the amount shall bear interest from the date of delinquency at the rate of 12% per annum. The Association may bring an action at law to collect the amount of the assessment together with interest, court costs and reasonable attorneys' fees for such action.

ARTICLE VII TERM OF DECLARATION

The provisions of this declaration shall be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall automatically be extended for successive periods of ten (10) years unless there shall be recorded an instrument signed by the owners of 75% of the lots who agree to change this declaration in whole or in part.

ARTICLE VIII AMENDMENTS

This Declaration may be amended from time to time by recording an instrument in writing signed by the owners of at least 75% of the lots in Cresview 80, No. 2 and a majority of the Board of County Commissioners of Flathead County agreeing to such amendment.

ARTICLE IX ENFORCEMENT

Section 1: The Declarant or any lot owner shall have the right to enforce by any proceeding

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at law or in equity all restrictions, conditions, covenants and amendments now or hereafter imposed pursuant to the provisions of this Declaration. The failure of the Declarant, the Architectural Control Committee or any owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. The Declarant shall not have the duty to take any affirmative action to enforce any restrictive covenants nor shall it be subject to any liability for its failure to so act.

Section 2: The Architectural Control Committee may notify any owner violating any restrictive covenant specifying the failure and demanding that it be remedied within a period of thirty (30) days. If the owner fails or refuses to remedy the violation, the committee, at the lot owners expense, shall correct the deficiencies set forth in the notice. If the lot owner fails to reimburse the committee 30 days after mailing a statement for correcting the deficiencies, the committee through the association may institute a civil action to collect such sum of money together with court costs and reasonable attorneys fees. No entry upon a lot by the committee, or its agent for purposes of enforcing these covenants shall be deemed a civil or criminal trespass.

Section 3: Attorneys Fees. If any person entitled to do so shall commence legal proceedings in court to enforce any provisions of this agreement, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys fees and costs of said action.

Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this instrument to be executed the day and year first above written.

CRESTVIEW EIGHTY

HOUSE VENTURES, CO.

by: Wesley House
Its President

MACMILLAN DRUG

by: Everit A. Sliter
Its President

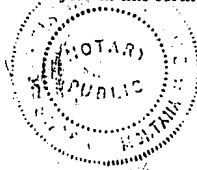
STATE OF MONTANA)
) ss
County of Flathead)

On this 6th day of September 1991, before me, the undersigned a Notary Public for the State of Montana, personally appeared Everit A. Sliter, President of MacMillan Drug and Wesley House, President of House Ventures Co., known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said

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corporations who are the general partners of CRESTVIEW EIGHTY.

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



Christine S Hawkins
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 1-22-93

STATE OF MONTANA, }
County of Flathead } ss

Recorded at the request of W. House
this 24 day of DEC 19 91 at 12:22 o'clock PM and recorded in
the records of Flathead County, State of Montana.
Fee \$ 72.00 pd.

Susan A. Haverfield
Flathead County Clerk and Recorder

RECEPTION NO. 91358 12220

RETURN TO Wes House
95 - Crestview Terrace Bigfork Mt 59911-3537
Deputy

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200412116370



DECLARATION OF THE MOUNTAINVIEW CONDOMINIUMS

This Declaration is hereby made and entered into this 27th day of April, 2004, by G. Daniel Mitchell of Bigfork, Montana, hereinafter referred to as "Declarant", whereby lands and property hereinafter described are submitted and subject to the Montana Unit Ownership Act pursuant to Section 70-23-101, et. seq., Montana Code Annotated.

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0979008
G. Daniel Mitchell
[Signature]

ARTICLE 1
Definitions

Unless the context expressly provides otherwise, the following definitions shall pertain throughout this Declaration and in the interpretation thereof.

- 1.1 All votes. Means all possible votes of the units, whether or not present and whether or not voting.
- 1.2 Association or Association of Unit Owners. Means all of the Unit Owners acting as a group and in accordance with duly adopted By-Laws and this Declaration.
- 1.3 Corporation. Corporation shall refer to the Association or the non-profit corporation which shall be formed in order to operate the homeowners' association.
- 1.4 Building. Means the building containing the condominium unit.
- 1.5 By-Laws. Means the By-Laws, Covenants and Restrictions promulgated by the Association under this Declaration and the Unit Ownership Act.
- 1.6 General Common Elements. Includes all those elements which are for the use of all owners and invitees of owners of the "Mountainview Condominiums". Specifically included are: landscaping, trees, shrubs, the land on which the building is situated, unless constituting a limited common element, common area walkways, sidewalks, driveways and garage aprons, footings, foundations, framework, columns, trusses, supports, roof, exterior and interior structural walls, gutter and vertical roof drains, all or any centralized heating and air conditioning facilities, electrical lines, gas lines, telephone lines, television cable, water lines, sewer lines, and connections serving all of the units, outdoor lighting, structural components of the building, other materials and improvements, the designated parking areas, lawn areas, underground sprinklers, benches, curbs, shrubbery, sod, and other elements necessary for the safety, maintenance and existence of the condominium. This shall specifically include the lawn within each of the fenced enclosures of each individual unit. Specialized landscape areas, prepared, planted or constructed by an individual unit owner within their own fenced yard SHALL NOT be a common element.

1.7 Common Expenses. Mean expenses of administration, maintenance, repair, or replacement of general common elements, expenses agreed upon by the Association of Unit Owners, expenses set out herein and in the By-Laws, and expenses declared common by the Unit Ownership Act. Taxes, telephone, utilities and individual heating and air conditioning units for each Unit shall be the sole responsibility of the Unit Owner and shall not be included in common expenses.

1.8 Limited Common Elements. As used in this Declaration, shall mean those common elements which are reserved for the use of fewer than all of the Owners, or invitees of the "Mountainview Condominiums". Specifically, as to any given Unit Owner or Owners, limited common elements shall mean the following common elements which are located within or affixed to the building on the real property known as the "Mountainview Condominiums":

The window repair or replacement, heating and air conditioning units or furnaces, equipment and accessories, and any flues, chimneys, ducts, cables, conduits, public utilities lines, water, sewer, electrical, gas, and cable television lines, and hot and cold water pipes, and all such utilities pipes and lines, being limited common elements where they service only one of the Units, entrances, decks, any storage area or basement designated for or accessible only to one Unit, and fixtures and/or portions of the building servicing only a particular Unit or less than all of the Units, *provided that* all structural components and roofing within a limited common area shall remain a general common element. A percentage of the separate Unit's interest in the limited common elements shall be computed by determining the number of Units that have use of the limited common elements, and taking the square footage of each such Units making use of the particular limited common element. Such percentage shall be the same as the percentages used to compute the percentage of interest of the Unit Owners in the common elements as are set forth in this Declaration.

1.9 Limited Common Expenses. Means the expenses attributable to the maintenance, repair and replacement of limited common elements.

1.10 Declaration. Means this document and all parts attached hereto or incorporated by reference.

1.11 Manager. Means the manager, management corporation, or any other person or group of persons retained or appointed by the Association or Unit Owners for the purpose of conducting the day-to-day operation of the "Mountainview Condominiums." Declarant shall serve as the sole manager for all purposes under these articles until three out of four units have been sold and title conveyed.

1.12 Property. Means all the land, the building, improvements and structures thereon and all easements, rights and appurtenances belonging thereto, which are

thereon and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the Unit Ownership Act.

1.13 Record Officer. Means the county officer charged with the duty of filing and recording the deeds, mortgages, and all other instruments and documents relating to this Declaration and the property to which it is subject.

1.14 Unit. Shall be separate residential units of Mountainview Condominiums and is a parcel of real property and including common elements with the addresses indicated below.

1.15 Unit Designation. Is any combination of letters, numbers, and words which identify the designated units.

1.16 Unit Owner or Owners. Means the person or persons owning a fee simple absolute, or one who is a co-owner in any real estate relationship that is recognized under the laws of the State of Montana, in one or more Units of the "Mountainview Condominiums." The unit owner or owners shall have the number of votes allocated to that unit.

ARTICLE 2

Name

The property subject to this Declaration shall be known as the "Mountainview Condominiums." The addresses shall be as follows:

117 O'Brien Terrace, Bigfork, Montana, 59911
117-A O'Brien Terrace, Bigfork, Montana, 59911
119 O'Brien Terrace, Bigfork, Montana, 59911
119-A O'Brien Terrace, Bigfork, Montana, 59911

ARTICLE 3

Real Estate

3.1 Description. The real property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Units 117, 117A, 119 and 119A of :

Lot 5A of Crestview 80 No. 4, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

ARTICLE 4
General Description of Building

4.1 Building. The building subject to this Declaration and located on the above described real estate is one two story building. The architectural design and building plans are annexed hereto as Exhibit "A" and by this reference incorporated herein.

4.2 Units. Contained within the building are four residential units. Each unit shall be subject to the provisions of this Declaration, the By-Laws of this Association, and all or any covenants running with the land to which this Condominium Declaration is subject. These restrictions, covenants and provisions, shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns, for so long as this Declaration of Condominium and related By-Laws are in effect.

ARTICLE 5
Description of Units

5.1 Designation and Square Footage of Units. There are four separate residential units, each of which shall have a first floor and second floor. The units shall be designated 117, 117A, 119 and 119A, matching the street addresses as indicated in Article 2. Each unit shall be equal in size and shall be approximately 1,540 square feet, on two levels. Each unit shall have an equal, 25 percent of the total floor space of the entire structure.

5.2 Location. The specific location of each of these units in relation to each other is determined by review of the floor plans previously referenced and attached to this Declaration as Exhibit "A" and by reference made part hereof.

5.3 Unit Boundaries. Each Unit shall include the part of the building containing the Unit that lies within the boundaries of the Unit as described above and as more particularly appears on the floor plans attached.

a. Upper and Lower Boundaries. The upper and lower boundaries of the Units shall be following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundary. The plane of the under side of the ceiling of each Unit.

(ii) Lower Boundary. The plane of the surface of the floor of each Unit, not including carpeting, tile or other floor coverings.

b. Perimetrical Boundaries. The perimetrical boundaries of the Units shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(i) Exterior Building Walls. The intersecting vertical planes adjacent to and including the interior sheathing or wall covering of the outside walls bounding a Unit. (The interior surface of the outside walls.)

(ii) Interior Building Walls. The vertical planes of the center line of the walls between the Units extended to an intersection with the other perimetrical boundaries.

c. Finished and Unfinished Surfaces. The owners of the respective units own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Unit. The owner shall not be deemed to own pipes, wires, conduits, or other public utility lines running through said respective Units which are utilized for, or serve more than one (1) Unit, except as tenants in common with the other Unit Owners as heretofore provided. Said owner shall be deemed to own the interior walls and partitions which are contained in said Owner's respective Unit, (except where the same are structural or bearing walls, which shall be common elements), and also shall be deemed to own the finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.

ARTICLE 6

General Common Elements

6.1 Common Elements. The general common elements are generally described pursuant to Article I paragraph 6 of this agreement.

6.2 Common Element Easements. A non-exclusive right in ingress and egress and support through the common elements is appurtenant to each unit and all of the common elements are subject to such right.

6.3 Percentage of Interest. Each Unit Owner shall own an equal, undivided interest in and to the common elements in proportion to the owner's unit's percentage of floor space set forth in Article 5.

ARTICLE 7
Limited Common Elements

7.1 Limited Elements. The limited common elements and definition thereof is set forth pursuant to Article 1 Paragraph 8 of this Agreement. Unit owners shall own an undivided proportional interest in and to these limited, common elements.

ARTICLE 8
Use Restrictions

8.1 Each unit shall only be utilized for one, single-family dwelling. There shall be no commercial, retail or professional office use whatsoever, PROVIDED that a professional may utilize his residence for conducting business via the Internet or telephone, so long as no customers, patients or clients visit the residence professionally and further provided that no products or services are sold or distributed from the residence. Otherwise, each unit owner shall be a member of the Crestview 80 Homeowners' Association and each unit owner shall be subject to the Declaration of Covenants, Conditions and Restrictions of the Crestview 80 Subdivision and all bylaws, rules and regulations of the homeowners' association, including the obligation to pay homeowners' dues and assessments to the Crestview 80 Homeowners' Association.

8.2 There shall be no on-street parking on O'Brien Terrace. All parking by owners, tenants, residents and guests shall be within the enclosed garage or within the parking area provided in the driveway. This requirement shall continue indefinitely and may not be changed by the Declarant nor by any vote of the owners or the Mountainview Condominiums Owners' Association.

ARTICLE 9
Meetings and Voting

9.1 Membership

All unit owners shall be members in the unit owners association. All members shall have unlimited right and access to records, including, but not limited to legal and recorded documents, corporate documents and by-laws, and any and all current and historical financial records regarding the building, common elements and expenses of the owners association. Upon the recording of this declaration, unit owners shall become individual owners and shall no longer have an interest in or to any other unit.

9.2 Meetings

The owners association shall have not less than one (1) annual meeting upon 30 days written notice to each unit owner. The notice of the meeting shall include a written agenda for the meeting and a written financial report. The Association shall determine the precise agenda for the meeting, however, the agenda shall include at a

minimum the following items:

- A. Role call of owners, call of meeting to order and determination of quorum.
- B. Review, discussion and approval of financial report for prior year. (This report shall include at a minimum, all income and expenses itemized by category.)
- C. An itemized budget and proposed assessments for the following year.
- D. Election of officers.

9.3 Voting

A quorum shall be three out of four votes in order to call a meeting to order. A quorum may be obtained by written proxy and meetings may be attended by telephone conference or other electronic teleconferencing means.

Within 10 days of any association meeting, the director or manager shall mail a copy of minutes of the meeting summarizing the following:

- a. Election of officers.
- b. Budget and assessments for the following year.
- c. All other decisions which passed or failed a vote of the association members.
- d. Committee appointments, if any.

9.4 Officers

The Association shall elect a director or manager and an assistant director or assistant manager. Officers may be elected for successive terms. The director shall keep and maintain a general checking account for the Association and such savings accounts as the Association shall obtain and maintain from time to time. The director shall be responsible for collection of all assessments and payment of all expenses. All checks drawn on the Association account shall be signed by the director. The director shall give a written report of income, expenses and account balance to any unit owner who requests a copy.

ARTICLE 10 **Interpretation**

The provisions of the Declaration and of the By-Laws to be promulgated and recorded herewith shall be liberally construed to effectuate the purposes of this Declaration and By-Laws and to create a building subject to and under the provisions of the Unit Ownership Act.

ARTICLE 11
Covenant for Maintenance Assessments

11.1 Creation of the Lien and Personal Obligation of Assessments. Each unit owner hereby covenants, and each owner of any unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) Annual assessments or charges, (2) special assessments for capital improvements, as provided in Paragraph 4 hereof, (3) an amount sufficient to indemnify and hold the Association harmless from all obligations undertaken or incurred by the Association at or on account of an individual owner's special request and to repay the Association for all expenditures on account thereof, and (4) an amount sufficient to reimburse the Association for the cost of performing an obligation of an owner hereunder which he has failed to timely pay or perform. The aforesaid obligations together with interest, taxable court costs, reasonable attorney's fees and all other collection expenses, shall be a charge and a continuing lien upon the unit against which each such assessment is made, or with reference to which each such charge is incurred. Each assessment or charge together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or entity who was the owner of such unit at the time when the assessment fell due or charge was incurred. The personal obligation for delinquent assessments or charges shall pass to any successor in title. Unit owners who sell or convey their ownership interest are encouraged to prorate assessments and to make new owners or purchasers aware of prior and existing assessments.

11.2 Purpose of assessments. The Association shall maintain "cash on hand" in an amount of not less than \$2,000.00. This may require several years of assessment collections and/or a temporary increase in assessments to attain this level. The association may vote to increase this amount if a great cash on hand balance is required. The assessments shall be used exclusively to promote the safety and welfare of the unit owners, tenants and invitees in the properties and for the improvement and maintenance of the common area or common elements, and of the building and open spaces situated upon the property.

11.3 Annual assessment. Assessments shall be made no less frequently than annually on January 1 of each calendar year. The Association shall review and approve a proposed budget at each annual meeting. The budget shall include an annual assessment sufficient to cover anticipated expenses, cash on hand, and the capital improvements fund. This amount shall be divided and assessed to all unit owners equally. Declarant shall not be liable for payment of any assessments, PROVIDED that Declarant shall contribute a reasonable sum toward any capital repairs or improvements which may become necessary. Unless the Association provides for alternate payment arrangements, the annual assessment shall be paid in equal monthly installments.

The initial, monthly obligation of a new unit owner shall be \$75.00. Of this amount, \$50.00 shall be deposited to the general account for payment of expenses. The remaining \$25.00 shall be deposited to a capital improvement savings account. Declarant or the Association (when three of four units have sold) shall revise the annual assessment and the monthly obligation in December of each calendar year, effective for the following calendar year.

11.4 Special assessments for capital improvements.

a. The capital improvement savings account shall be for the exclusive purpose of covering the cost of maintenance, repair and improvement which cannot be paid from cash on hand or which is not within an existing budget year. This may include (but is not limited to) for example, exterior painting or siding, replaced cement or sidewalks or re-roofing.

b. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, provided that any such assessment shall be approved by three out of four owners.

11.5 Notice and quorum for any action authorized under paragraph 4b. Written notice of any meeting called for the purpose of taking any action authorized under Article 11, Paragraph 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meetings called, three out of four owners shall be present in order to constitute a quorum.

11.6 Rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all condominium units. Annual and special assessments shall be separately calculated and billed to owners of units. All units shall share all expenses attributable to maintenance of general common elements. This provision shall not preclude the Association from making a separate or additional charge to an owner for and on account of special services or benefits rendered, conferred, or obtained.

11.7 Date of commencement of annual assessments: dues. Annual assessments shall commence one month following Declarant's sale of the second unit. Following this date, the annual assessments shall commence as to sold units (except those owned by Declarant) on the first day of the month following the ownership of the unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. If the Declarant or the Association elect to change the assessment amount, then the Declarant or the Association shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. The Declarant or the Association shall send notice of the annual

assessment and of any special charges to every owner. The Association shall establish due dates for payment. The Director shall, upon request, furnish a certificate setting forth the amount of and when the assessments and charges on a specified unit have been paid.

11.8 Effect of nonpayment of assessments: remedies of Association. Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same and/or place and foreclose a lien against the property. No owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the common area or abandonment of their unit. If there is a default in payment of a monthly installment of an assessment or charge, the Association may accelerate the remaining balance of the annual or special assessment due by giving ten days written notice to the defaulting owner.

11.9 No refund of assessments held in reserve account. No unit owner shall be entitled to any rebate, return or refund of any amount of assessments paid to the Association which are held as cash on hand or in any reserve, savings or capital improvement account under any circumstances.

ARTICLE 12

Maintenance

12.1 By Association. In addition to maintenance upon the common area or general common elements, the Association shall provide exterior maintenance upon each unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for exterior walls, roofs, gutters, down spouts, exterior building surfaces and other such exterior improvements. Such exterior maintenance shall not include improvements built or placed by an owner within a garage or within individual yard space. It shall not include repairs or replacements caused by any of the perils covered by a standard homeowner's insurance policy designed to cover an individual homeowner's interior improvements or an individual homeowner's limited common elements. The Association shall be responsible for maintenance, repair and replacement of all other general common elements and all other limited common elements which serve more than a single unit owner.

12.2 Necessitated by owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such unit is subject.

12.3 By owner. Except as provided in Paragraph 1 of this Article 12, all

maintenance items shall be the responsibility of each unit owner; provided however, that if a unit owner shall fail to maintain or make the repairs or replacements which are the responsibility of such unit owner, and which are unsightly or a hazard or necessary for the good of all, then, upon vote of a majority of the Association, and after not less than thirty (30) days written notice to the unit owner, the Association shall have the right (but not the obligation) to enter upon or into the unit and provide such maintenance or make such repairs or replacements, and the cost thereof shall be added to the assessments chargeable to such unit owner and shall be payable to the Association by the said unit owner in 12 equal monthly installments, and shall be enforceable by the lien of article eleven. Unit owners are responsible to insure and maintain their own interior improvements and their own, individual limited, common elements.

In the event a unit owner constructs or plants additional landscaping within their fenced area, such unit owner shall continue to maintain such landscaping in order that it does not become weed-infested and a nuisance or maintenance requirement of other unit owners or the Association. Unit owners may construct and install other exterior improvements within their fenced area, including, but not limited to a spa or hot tub.

12.4 Access at reasonable hours. For the purpose of performing the maintenance authorized by this Article, the Association's agents or employees shall have the right after reasonable notice to the unit owner, to enter a or unit or upon any portion of the common areas at reasonable hours to complete required repairs and maintenance. Such notice is not required in the event of an emergency.

ARTICLE 13

Duties and Powers of the Owners' Association

13.1 Duties and powers. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- a. Common areas. Maintain and otherwise manage all of the common elements and/or the common areas and all facilities, improvement and landscaping thereon, storm water treatment and other drainage facilities, and all property that may be acquired by the Association, in accordance with the uses set forth for said elements, areas and facilities. The association shall not be obligated to maintain those limited, common elements exclusively used, accessed and maintained by only one unit within their fenced area (except roofing, siding, steps and sidewalks and structural repairs).
- b. Exterior maintenance. Maintain the exterior of the units in the manner and subject to the limitations set forth in Article Six.

- c. Utilities: refuse collection. Have the authority to obtain for the benefit of all the owners, all utility services, including but not limited to, water, gas, sewer, electricity and refuse collection.
- d. Legal and accounting services. Have the authority to obtain legal and accounting services necessary or proper for the operation of the project or the enforcement of these covenants or any other covenants or declarations pertaining to Mountainview Condominiums.
- e. Easements. Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the units.
- f. Employ. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.
- g. Contingency fund. Have the power to establish and maintain a capital improvements and maintenance fund as provided for in Article 11-4.
- h. Purchase insurance. Have the power to purchase insurance for either the common areas and common elements, and all or any part of the units for such risks, and with such companies, and in such amounts as the Association shall deem to be equitable.
- i. Perform driveway and sidewalk maintenance, repair, reconstruction and clearing in order that roads, sidewalks, stairs, elevators and all rights of way are maintained in useable and passable condition on a year round basis.
- j. Provide an annual budget for approval at an annual meeting, with copies to unit owners 30 days prior to the meeting. Additionally, provide an annual, written financial report, summarizing all income and expenses by category and providing a statement of cash on hand, receivables and payables. Any unit owner may demand, upon payment of photocopy expense, copies of any and all minutes, records, contracts, checks, bank statements and any other business or financial record of the Association. All records are subject to audit at Association expense.
- k. Record and satisfy liens for unpaid assessments with the Flathead County Clerk and Recorder.

13.2 Liability insurance. Public liability and common area property damage

insurance shall be purchased by the Association and shall be maintained in force at all times, the premium thereon to be paid out of the Association's funds. The insurance shall be carried in reputable companies authorized to do business in Montana. The minimum amounts of coverage shall be \$500,000.00 for personal injury to any one person; \$1,000,000.00 for personal injury to any number of persons sustained in any one accident or mishap, and \$100,000.00 property damage. The policy shall name the Association, its directors, officers, employees and agents in the scope of their employment, as insured. This policy shall insure against, but may not be limited to, injury or damage occurring in the common area or common elements. These policy limits shall be reviewed and revised from time to time, upon advice of the Association's insurance agent. At a minimum, the Association shall approve a reasonable increase of policy limits every tenth year (2014, 2024, etc.).

- a. Fire insurance - major policy for common area. The Association shall purchase and maintain in force at all times, a blanket fire and casualty insurance policy with a reputable company qualified to do business in Montana, insuring against loss from fire or other hazards for the full insurable value of the structural components as originally built for the condominium unit and consisting of common area and common elements, including internal walls (to the sheet rock), roofing, plumbing, heating and electrical components, also commonly known as a "bare walls policy." The policy may contain extended coverage and replacement costs endorsements, if available, as well as vandalism and malicious mischief coverage, special form endorsement, stipulate amount clause, and a determinable cash adjustment clause, or a similar clause or clauses to permit cash settlement covering full value of the improvements in the event of partial destruction. The policy shall be in such amounts as shall be determined from time to time by the Association. The policy shall name all owners and mortgagees of the subject property, or any part of it, as insureds, as their respective interests may appear.
- b. Other insurance. The Association may purchase additional insurance as it may determine to be advisable.
- c. Owner's additional insurance. Each unit owner shall purchase and maintain a personal liability and fire and casualty insurance policy, insuring each owner for their unit's improvements from the sheet rock inward and also including cosmetic improvements, flooring, furniture, fixtures and personal property. However, all such policies shall include a waiver of subrogation clause against the Association and all other owners.
- d. Mortgagee's rights. With respect to insurance coverage under Paragraph "a" hereof, any mortgagee of record shall have the option to

apply insurance proceeds payable to it in reduction of the obligations secured by its mortgage.

13.3 Damage and destruction: reconstruction.

a. If any permanent improvement comprising a part of the properties, whether owned by an individual owner or by the Association, shall be damaged by fire or other casualty covered by insurance, the proceeds of all such insurance policies shall be paid to the Association to be applied as hereinafter provided. If the damage or destruction shall be to one or more units, the Association shall enter into a contract for the repair or reconstruction of the damaged improvements, upon such terms as the Association feels is in the best interest of the individual owners as well as the Association. In the event that the proceeds from the insurance policies payable as a result of the loss to an individual unit shall be insufficient for the repair or reconstruction of such unit, the deficiency shall be promptly paid by the owner of such unit, failing which, such amount shall become a special charge and assessment against such unit pursuant to the provisions of Article Eleven hereof. In the event of damage or destruction of any common elements or improvements upon the common area, the Association shall contract for repair or reconstruction of such improvements and if the proceeds of any insurance policies payable as a result of such loss are insufficient for such repair or reconstruction, the deficiency shall be the subject of a special assessment which shall be approved by a vote of the owners as provided in Article Five hereof. The insurance proceeds shall be paid to the contractor or contractors designated by the Association at such time and upon such obligations as may be designated by the Association. All repair or reconstruction shall be made in accordance with original plans and specifications therefor, or according to such revised plans and specifications as may be approved by the Association, subject to architectural review required under existing recorded documents.

b. In the event that improvements in and upon the common areas or common elements shall not be rebuilt because the cost of rebuilding shall exceed the available insurance proceeds, and the members shall fail to approve a special assessment to cover the deficiency, the Association shall then cause any remaining portion of such improvements to be removed and the area cleared and landscaped in the most efficient and aesthetically pleasing manner possible. In the event that more than one individual unit shall be substantially destroyed by fire or other casualty, and in the further event that at least three out of four votes shall approve, the damage and destroyed improvements shall not be rebuilt but rather

the remaining portions thereof shall be removed, the land cleared and the units occupied by such removed improvements shall, with the consent of the owners thereof, be removed from the properties subject to this declaration. Such destruction or rebuilding of a condominium unit or units shall be governed by the Unit Ownership Act.

c. If the Association shall fail to proceed in good faith with the repair or reconstruction of any damaged or destroyed improvements, whether upon an individually owned lot or upon common area or condominium, and in any event, if reconstruction of an individual unit or condominium is not commenced within sixty (60) days after the casualty occurs and the insurance proceeds are received, the owners of such damaged improvement may proceed to negotiate and execute a contract for such repair or reconstruction and the Association which shall receive any insurance proceeds attributable to such loss shall pay such proceeds, to the extent required, to the contractor or contractors selected by such individual owner(s). In the event that the Association shall fail to proceed in good faith to repair or rebuild damaged or destroyed improvements upon the common areas, any individual owner may call a meeting of the Association upon thirty (30) days notice in writing to all owners and such Association may act, through its membership to proceed upon a simple majority vote of the members present and voting to enter into contracts for the repair and reconstruction of any damaged improvements. The excess of any proceeds not required to repair or restore an improvement, shall be paid by the Association to the owner or the institution who shall paid the premium for such insurance coverage.

13.4 Other duties and powers. The Association shall obtain, provide and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, or pay any taxes or assessments which the Association is required to secure or pay for pursuant to the terms of these Covenants or by law or which in its opinion shall be necessary or proper for the operation of the project or for the enforcement of these Covenants or other declarations pertaining to Mountainview Condominiums, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are specially provided for particular units, the cost thereof shall be specially assessed to the owners of such units. The Association may likewise pay any amount necessary to discharge any lien or encumbrance levied against the entire properties or any part thereof which may, in the opinion of the Association constitute a lien against the common areas, rather than merely against the interests therein of a particular owner, provided that where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens, shall be specially assessed

to said owners.

ARTICLE 14
Utilities

14.1 Rights and duties of unit owners. The rights and duties of the unit owners with respect to sanitary sewer, water, electricity, gas and telephone lines and facilities shall be governed by the following:

a. Easement. Wherever sanitary sewer or water connections or electricity, gas, telephone or other similar lines or pipes are installed within the properties, which connections, lines or pipes, or any portion thereof, lie in or upon a unit other than the unit served by said connections, lines or pipes, the owners of any unit served by said connections, lines or pipes shall have the right and are hereby granted an easement to the full extent necessary therefor, at reasonable hours, to enter upon the lot or unit within the properties in or upon which said connections, lines or pipes, or any portion thereof lie, to repair, replace and generally maintain said connections, lines and pipes, as and when the same may be necessary.

b. Common connections, lines or pipes. Wherever sanitary sewer or water connections, or electricity, gas or telephone lines or pipes, are installed within the properties, which connections serve more than one unit, the owner of each unit served by said connections, lines and pipes shall be entitled to the full use and enjoyment of such portions of said connections, lines and pipes as service his unit.

c. Resolution of disputes. In the event of a dispute between unit owners with respect to the repair or rebuilding of said connections, lines or pipes, or with respect to the sharing of the cost hereof, then, upon written request of one of such owners, addressed to the Association, the matter shall be submitted to the Association who shall decide the dispute, and the decision of the Association shall be final and conclusive on the parties. All votes of the Association shall require three out of four votes. In the event of deadlock, the matter shall be submitted to mediation with a professional mediator from the list provided by the Flathead County Clerk of District Court or the Montana Northwest Bar Association. In the event mediation fails, the matter shall be resolved by arbitration under the Montana Uniform Arbitration Act. Whether by mediation or arbitration, the Association's director shall select the mediator or arbitrator and schedule the matter for hearing. An arbitrator's decision shall be final.

14.2 Construction easement. Easements over the properties for the installation

and maintenance of electric, telephone, water, gas and sanitary sewer lines, pipes and facilities, and for drainage facilities, as shown on the floor plan of the properties and as may be hereafter required or needed to service the properties, or any units, are hereby reserved by and for the benefit of all units, together with the right to grant and transfer the same, and the right to amend the same. Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common elements.

ARTICLE 15 **Party Walls**

15.1 General rules of law to apply. Each wall which is built as a part of the original construction of the units and placed on the dividing line between the units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

15.2 Sharing of repair and maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

15.3 Destruction by fire or other casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

15.4 Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

15.5 Right to contribution runs with land. The right of any owner to contribution from any owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

15.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, then, upon written request of one of such owners, addressed to the Association, the matter shall be submitted to the Association who shall decide the dispute, and the decision of the Association shall be final and conclusive on the parties.

ARTICLE 16
Miscellaneous

16.1 Benefit. Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association, and each Unit Owner, and the heirs, personal representatives, successors and assigns of each.

16.2 Right of Access. The Association shall have the irrevocable right, to be exercised by the Manager or other officer, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs therein necessary for the maintenance, repair, or replacement of any of the common elements therein necessary to prevent damage to the common elements or to the Unit. Damage to the interior or any part of the Unit resulting from maintenance, repair, emergency repair, or replacement of any of the common elements or as a result of an emergency repair within another Unit at the insistence of the Association shall be designated common expenses by the Association and assessed in accordance with such designation.

16.3. Exhibits. Exhibits attached hereto and made a part hereof are the following:

Exhibit "A". Floor plan of the building showing each units location and square footage, common areas, and certificate of registered architect.

ARTICLE 17
Amendments

The restrictions contained herein shall be appurtenant to and run with the land and shall continue indefinitely. The Association may revise these covenants at any time as follows:

- a) The Association or any owner may propose any revision, addition or deletion of a covenant(s) at any time. For any proposed change, the Association will give written notice of a proposed change to each member of the Association at least 30 days prior to the Association's regular annual meeting. The proposed changes may be summarized.
- b) At the annual meeting, the precise, proposed change(s) will be distributed to each member in attendance.
- c) The Association will discuss the merits of each proposed change.
- d) The Association will provide each member in attendance with a written ballot for each proposed change.

- e) The members will vote by written ballot. The ballots will be counted by the Association's director and by at least one other individual appointed to assist the Director.
- f) The results of the ballot(s) will be announced at those meetings, with the number of members voting in favor of the proposed change(s) and the number of members voting against the proposed change(s).
- g) If three out of four votes vote in favor of a proposed change, then that change has passed and the covenants will be revised to reflect the change.
- h) The Director shall give written certification, under oath, that these steps have been followed and that a change(s) have been approved.
- i) The change(s), together with the certification, shall be recorded with the Flathead County Clerk and Recorder's office.
- j) The effective date of all changes shall be 30 days from the date they are recorded, or as specified within the proposed change.
- k) Declarant reserves the right to amend these Covenants at any time until three out of four units have been sold and conveyed.

ARTICLE 18
Severability

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforce ability of any one or more provisions shall not affect the validity or enforce ability of any other provisions hereof.

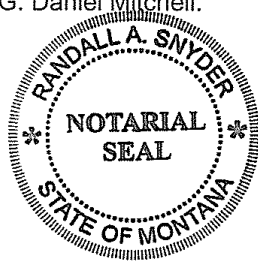
IN WITNESS WHEREOF, the Declarants have caused this Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Section 70-23-101, MCA.


Mountainview Condominiums, A MONTANA NON-PROFIT CORPORATION


By: G. Daniel Mitchell

STATE OF MONTANA)
 : ss
County of Flathead)

This instrument was acknowledged before me on this 27th day of April, 2004,
by G. Daniel Mitchell.





Randall A. Snyder
Notary Public for the State of Montana
Residing at Bigfork, Montana
My commission expires July 25, 2007.

2004121 16370

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

This Form is for Subdivisions & Condominiums Only

BY:

FOR: *Mitchell*

DATE *4/30/04*

DESCP: *Lot 5A Crestview
Eighty 4*

PURPOSE *Condo*

YEARS

ASSESSOR #

2000 THRU *2003*

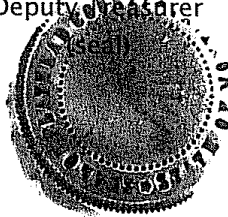
0979008

----- & TO DATE -----

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

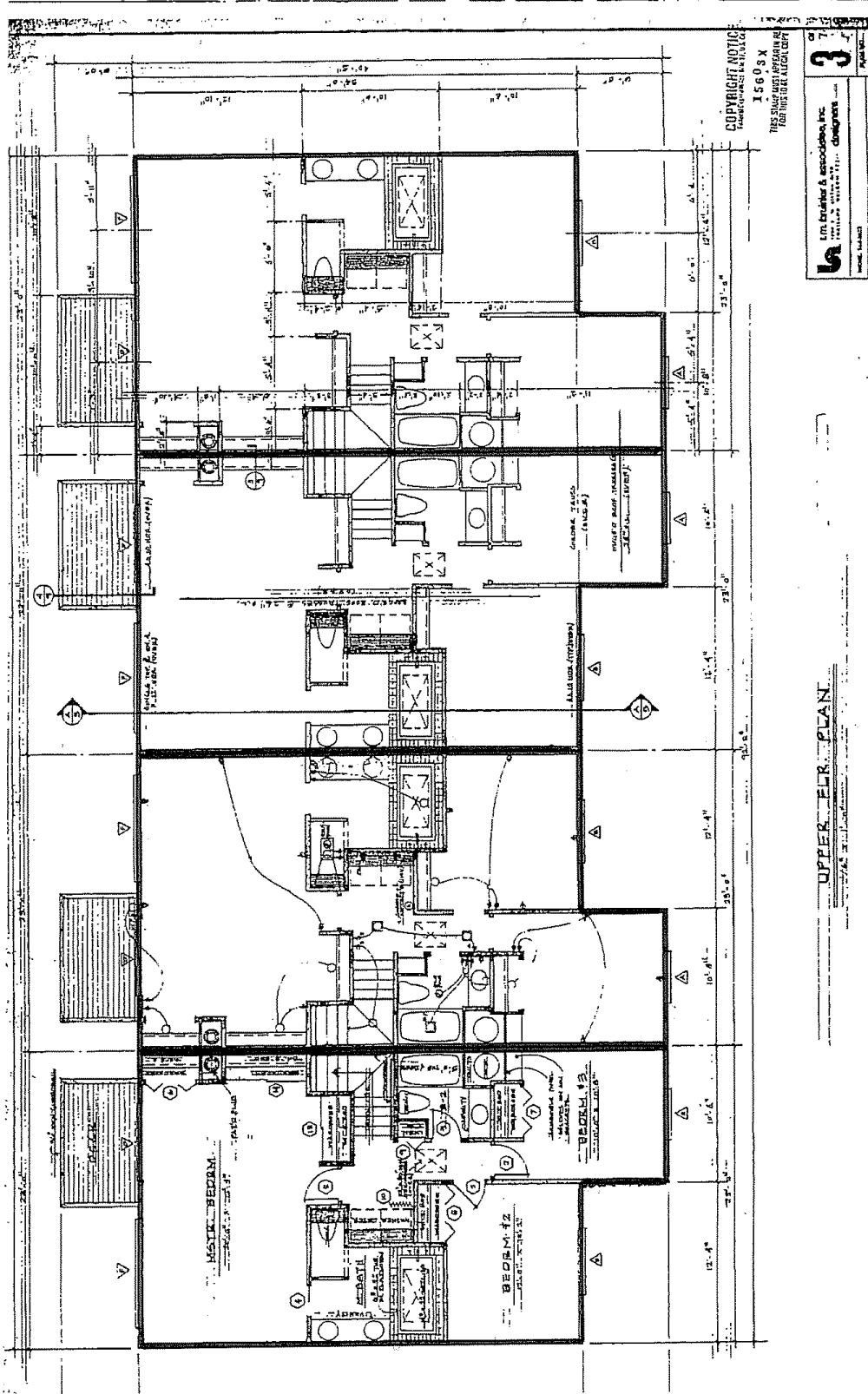
A. Lauben APR 30 2004

Deputy Assessor



2004121 16370

EXHIBIT "A"
Page 2 (second floor)



COPYRIGHT NOTICE
1560 S X
THIS DRAWING IS THE PROPERTY OF
LINT KRAHMER & ASSOCIATES, INC.

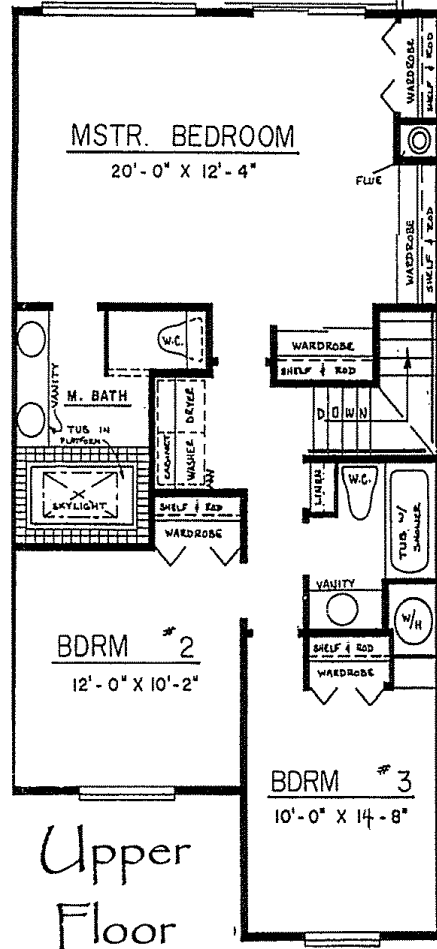
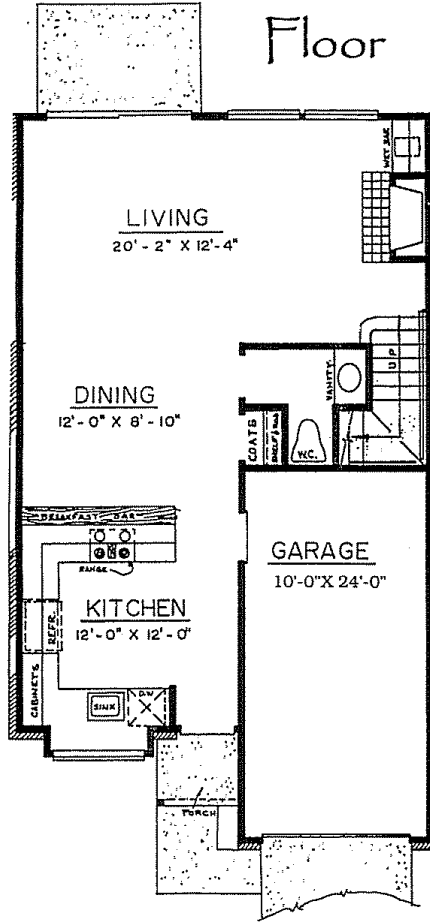
1560 S X
THIS DRAWING IS THE PROPERTY OF
LINT KRAHMER & ASSOCIATES, INC.

3

Lint Kraemer & Associates, Inc.
1560 S X
DESIGNER

UPPER FLOOR PLAN

Main Floor



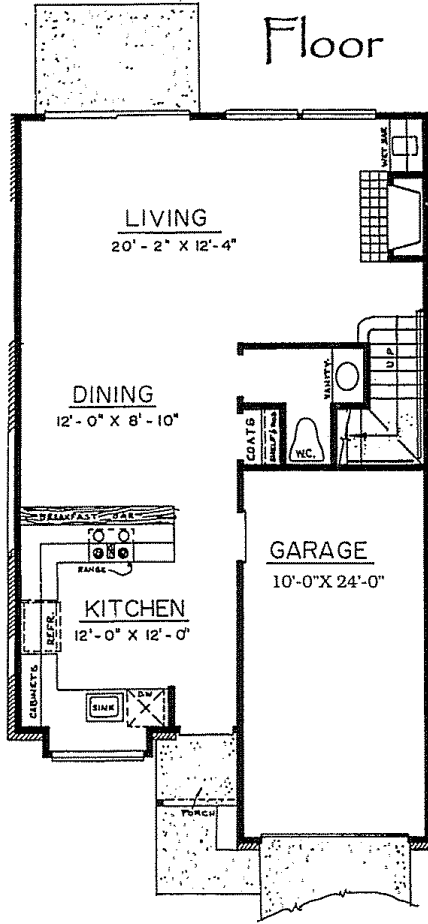
Upper Floor

2004121/6370

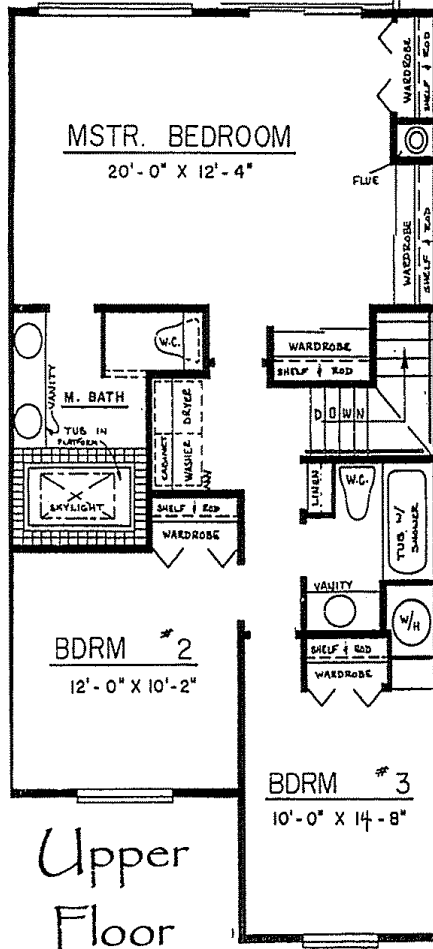
EXHIBIT "A"

Page 4

Main Floor



After recording
return to:
Snyder Law Office, P.C.
P.O. Box 717
Bigfork, MT 59911



Upper Floor

STATE OF MONTANA

County of Flathead

RECORDED AT THE REQUEST OF STS
THIS 30th DAY OF April, 2004 AT 4:37 O'CLOCK AND
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA.

FEE \$ 150- PD.

RECEPTION NO. 2004121/6370

Paula Robison
(Flathead County Clerk and Recorder)

Wendy
(Deputy Clerk)

↑
RETURN TO

7

RESTATEMENT OF THE
DECLARATION OF THE MOUNTAINVIEW CONDOMINIUMS



This Restatement is made this June 10, 2004 by G. Daniel Mitchell of Bigfork, Montana, hereinafter referred to as "Declarant", whereby lands and property hereinafter described are submitted and subject to the Montana Unit Ownership Act pursuant to Section 70-23-101, et. seq., Montana Code Annotated. This Restatement supercedes and replaces the prior Declaration of April 27, 2004, recorded April 30, 2004 at Reception No. 200412116370.

8006180
6/17/04
JMM
5/9/1/9

ARTICLE 1
Definitions

Unless the context expressly provides otherwise, the following definitions shall pertain throughout this Declaration and in the interpretation thereof:

1.1 All votes. Means all possible votes of the units, whether or not present and whether or not voting.

1.2 Association or Association of Unit Owners. Means all of the Unit Owners acting as a group and in accordance with duly adopted By-Laws and this Declaration.

1.3 Corporation. Corporation shall refer to the Association or the non-profit corporation which shall be formed in order to operate the homeowners' association.

1.4 Building. Means the building containing the condominium unit.

1.5 By-Laws. Means the By-Laws, Covenants and Restrictions promulgated by the Association under this Declaration and the Unit Ownership Act.

1.6 General Common Elements. Includes all those elements which are for the use of all owners and invitees of owners of the "Mountainview Condominiums". Specifically included are: landscaping, trees, shrubs, the land on which the building is situated, unless constituting a limited common element, common area walkways, sidewalks, driveways and garage aprons, footings, foundations, framework, columns, trusses, supports, roof, exterior and interior structural walls, gutter and vertical roof drains, all or any centralized heating and air conditioning facilities, electrical lines, gas lines, telephone lines, television cable, water lines, sewer lines, and connections serving all of the units, outdoor lighting, structural components of the building, other materials and improvements, the designated parking areas, lawn areas, underground sprinklers, benches, curbs, shrubbery, sod, and other elements necessary for the safety, maintenance and existence of the condominium. This shall specifically include the lawn within each of the fenced enclosures of each individual unit. Specialized landscape areas, prepared,

planted or constructed by an individual unit owner within their own fenced yard SHALL NOT be a common element.

1.7 Common Expenses. Mean expenses of administration, maintenance, repair, or replacement of general common elements, expenses agreed upon by the Association of Unit Owners, expenses set out herein and in the By-Laws, and expenses declared common by the Unit Ownership Act. Taxes, telephone, utilities and individual heating and air conditioning units for each Unit shall be the sole responsibility of the Unit Owner and shall not be included in common expenses.

1.8 Limited Common Elements. As used in this Declaration, shall mean those common elements which are reserved for the use of fewer than all of the Owners, or invitees of the "Mountainview Condominiums". Specifically, as to any given Unit Owner or Owners, limited common elements shall mean the following common elements which are located within or affixed to the building on the real property known as the "Mountainview Condominiums":

The window repair or replacement, heating and air conditioning units or furnaces, equipment and accessories, and any flues, chimneys, ducts, cables, conduits, public utilities lines, water, sewer, electrical, gas, and cable television lines, and hot and cold water pipes, and all such utilities pipes and lines, being limited common elements where they service only one of the Units, entrances, decks, any storage area or basement designated for or accessible only to one Unit, and fixtures and/or portions of the building servicing only a particular Unit or less than all of the Units, *provided that* all structural components and roofing within a limited common area shall remain a general common element. A percentage of the separate Unit's interest in the limited common elements shall be computed by determining the number of Units that have use of the limited common elements, and taking the square footage of each such Units making use of the particular limited common element. Such percentage shall be the same as the percentages used to compute the percentage of interest of the Unit Owners in the common elements as are set forth in this Declaration.

1.9 Limited Common Expenses. Means the expenses attributable to the maintenance, repair and replacement of limited common elements.

1.10 Declaration. Means this document and all parts attached hereto or incorporated by reference.

1.11 Manager. Means the manager, management corporation, or any other person or group of persons retained or appointed by the Association or Unit Owners for the purpose of conducting the day-to-day operation of the "Mountainview Condominiums." Declarant shall serve as the sole manager for all purposes under these articles until three

out of four units have been sold and title conveyed.

1.12 Property. Means all the land, the building, improvements and structures thereon and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the Unit Ownership Act.

1.13 Record Officer. Means the county officer charged with the duty of filing and recording the deeds, mortgages, and all other instruments and documents relating to this Declaration and the property to which it is subject.

1.14 Unit. Shall be separate residential units of Mountainview Condominiums and is a parcel of real property and including common elements with the addresses indicated below.

1.15 Unit Designation. Is any combination of letters, numbers, and words which identify the designated units.

1.16 Unit Owner or Owners. Means the person or persons owning a fee simple absolute, or one who is a co-owner in any real estate relationship that is recognized under the laws of the State of Montana, in one or more Units of the "Mountainview Condominiums." The unit owner or owners shall have the number of votes allocated to that unit.

ARTICLE 2

Name

The property subject to this Declaration shall be known as the "Mountainview Condominiums." The addresses shall be as follows:

- 117 O'Brien Terrace, Bigfork, Montana, 59911
- 117-A O'Brien Terrace, Bigfork, Montana, 59911
- 119 O'Brien Terrace, Bigfork, Montana, 59911
- 119-A O'Brien Terrace, Bigfork, Montana, 59911

ARTICLE 3

Real Estate

3.1 Description. The real property which is by this Declaration submitted and subject to the Montana Unit Ownership Act is described as follows:

Units 117, 117A, 119 and 119A of :

Lot 5A of Crestview 80 No. 4, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

ARTICLE 4

General Description of Building

4.1 Building. The building subject to this Declaration and located on the above described real estate is one two story building. The architectural design and building plans are annexed hereto as Exhibit "A" and by this reference incorporated herein.

4.2 Units. Contained within the building are four residential units. Each unit shall be subject to the provisions of this Declaration, the By-Laws of this Association, and all or any covenants running with the land to which this Condominium Declaration is subject. These restrictions, covenants and provisions, shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns, for so long as this Declaration of Condominium and related By-Laws are in effect.

ARTICLE 5

Description of Units

5.1 Designation and Square Footage of Units. There are four separate residential units, each of which shall have a first floor and second floor. The units shall be designated 117, 117A, 119 and 119A, matching the street addresses as indicated in Article 2. Each unit shall be equal in size and shall be approximately 1,540 square feet, on two levels. Each unit shall have an equal, 25 percent of the total floor space of the entire structure.

5.2 Location. The specific location of each of these units in relation to each other is determined by review of the floor plans previously referenced and attached to this Declaration as Exhibit "A" and by reference made part hereof.

5.3 Unit Boundaries. Each Unit shall include the part of the building containing the Unit that lies within the boundaries of the Unit as described above and as more particularly appears on the floor plans attached.

a. Upper and Lower Boundaries. The upper and lower boundaries of the Units shall be following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundary. The plane of the under side of the ceiling of each Unit.

(ii) Lower Boundary. The plane of the surface of the floor of each Unit, not including carpeting, tile or other floor coverings.

b. Perimetrical Boundaries. The perimetrical boundaries of the Units shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(i) Exterior Building Walls. The intersecting vertical planes adjacent to and including the interior sheathing or wall covering of the outside walls bounding a Unit. (The interior surface of the outside walls.)

(ii) Interior Building Walls. The vertical planes of the center line of the walls between the Units extended to an intersection with the other perimetrical boundaries.

c. Finished and Unfinished Surfaces. The owners of the respective units own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Unit. The owner shall not be deemed to own pipes, wires, conduits, or other public utility lines running through said respective Units which are utilized for, or serve more than one (1) Unit, except as tenants in common with the other Unit Owners as heretofore provided. Said owner shall be deemed to own the interior walls and partitions which are contained in said Owner's respective Unit, (except where the same are structural or bearing walls, which shall be common elements), and also shall be deemed to own the finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.

ARTICLE 6

General Common Elements

6.1 Common Elements. The general common elements are generally described pursuant to Article I paragraph 6 of this agreement.

6.2 Common Element Easements. A non-exclusive right in ingress and egress and support through the common elements is appurtenant to each unit and all of the common elements are subject to such right.

6.3 Percentage of Interest. Each Unit Owner shall own an equal, undivided interest in and to the common elements in proportion to the owner's unit's percentage of floor space set forth in Article 5.

ARTICLE 7
Limited Common Elements

7.1 Limited Elements. The limited common elements and definition thereof is set forth pursuant to Article 1 Paragraph 8 of this Agreement. Unit owners shall own an undivided proportional interest in and to these limited, common elements.

ARTICLE 8
Use Restrictions

8.1 Each unit shall only be utilized for one, single-family dwelling. There shall be no commercial, retail or professional office use whatsoever, PROVIDED that a professional may utilize his residence for conducting business via the Internet or telephone, so long as no customers, patients or clients visit the residence professionally and further provided that no products or services are sold or distributed from the residence. Otherwise, each unit owner shall be a member of the Crestview 80 Homeowners' Association and each unit owner shall be subject to the Declaration of Covenants, Conditions and Restrictions of the Crestview 80 Subdivision and all bylaws, rules and regulations of the homeowners' association, including the obligation to pay homeowners' dues and assessments to the Crestview 80 Homeowners' Association.

8.2 There shall be no on-street parking on O'Brien Terrace. All parking by owners, tenants, residents and guests shall be within the enclosed garage or within the parking area provided in the driveway. This requirement shall continue indefinitely and may not be changed by the Declarant nor by any vote of the owners or the Mountainview Condominiums Owners' Association.

ARTICLE 9
Meetings and Voting

9.1 Membership

All unit owners shall be members in the unit owners association. All members shall have unlimited right and access to records, including, but not limited to legal and recorded documents, corporate documents and by-laws, and any and all current and historical financial records regarding the building, common elements and expenses of the owners association. Upon the recording of this declaration, unit owners shall become individual owners and shall no longer have an interest in or to any other unit.

9.2 Meetings

The owners association shall have not less than one (1) annual meeting upon 30

days written notice to each unit owner. The notice of the meeting shall include a written agenda for the meeting and a written financial report. The Association shall determine the precise agenda for the meeting, however, the agenda shall include at a minimum the following items:

- A. Role call of owners, call of meeting to order and determination of quorum.
- B. Review, discussion and approval of financial report for prior year. (This report shall include at a minimum, all income and expenses itemized by category.)
- C. An itemized budget and proposed assessments for the following year.
- D. Election of officers.

9.3 Voting

A quorum shall be three out of four votes in order to call a meeting to order. A quorum may be obtained by written proxy and meetings may be attended by telephone conference or other electronic teleconferencing means.

Within 10 days of any association meeting, the director or manager shall mail a copy of minutes of the meeting summarizing the following:

- a. Election of officers.
- b. Budget and assessments for the following year.
- c. All other decisions which passed or failed a vote of the association members.
- d. Committee appointments, if any.

9.4 Officers

The Association shall elect a director or manager and an assistant director or assistant manager. Officers may be elected for successive terms. The director shall keep and maintain a general checking account for the Association and such savings accounts as the Association shall obtain and maintain from time to time. The director shall be responsible for collection of all assessments and payment of all expenses. All checks drawn on the Association account shall be signed by the director. The director shall give a written report of income, expenses and account balance to any unit owner who requests a copy.

ARTICLE 10 **Interpretation**

The provisions of the Declaration and of the By-Laws to be promulgated and

recorded herewith shall be liberally construed to effectuate the purposes of this Declaration and By-Laws and to create a building subject to and under the provisions of the Unit Ownership Act.

ARTICLE 11

Covenant for Maintenance Assessments

11.1 Creation of the Lien and Personal Obligation of Assessments. Each unit owner hereby covenants, and each owner of any unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) Annual assessments or charges, (2) special assessments for capital improvements, as provided in Paragraph 4 hereof, (3) an amount sufficient to indemnify and hold the Association harmless from all obligations undertaken or incurred by the Association at or on account of an individual owner's special request and to repay the Association for all expenditures on account thereof, and (4) an amount sufficient to reimburse the Association for the cost of performing an obligation of an owner hereunder which he has failed to timely pay or perform. The aforesaid obligations together with interest, taxable court costs, reasonable attorney's fees and all other collection expenses, shall be a charge and a continuing lien upon the unit against which each such assessment is made, or with reference to which each such charge is incurred. Each assessment or charge together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or entity who was the owner of such unit at the time when the assessment fell due or charge was incurred. The personal obligation for delinquent assessments or charges shall pass to any successor in title. Unit owners who sell or convey their ownership interest are encouraged to prorate assessments and to make new owners or purchasers aware of prior and existing assessments.

11.2 Purpose of assessments. The Association shall maintain "cash on hand" in an amount of not less than \$2,000.00. This may require several years of assessment collections and/or a temporary increase in assessments to attain this level. The association may vote to increase this amount if a great cash on hand balance is required. The assessments shall be used exclusively to promote the safety and welfare of the unit owners, tenants and invitees in the properties and for the improvement and maintenance of the common area or common elements, and of the building and open spaces situated upon the property.

11.3 Annual assessment. Assessments shall be made no less frequently than annually on January 1 of each calendar year. The Association shall review and approve a proposed budget at each annual meeting. The budget shall include an annual assessment sufficient to cover anticipated expenses, cash on hand, and the capital improvements fund. This amount shall be divided and assessed to all unit owners equally. Declarant shall not be liable for payment of any assessments, PROVIDED that Declarant shall contribute a

reasonable sum toward any capital repairs or improvements which may become necessary. Unless the Association provides for alternate payment arrangements, the annual assessment shall be paid in equal monthly installments.

The initial, monthly obligation of a new unit owner shall be \$105.00. Of this amount, \$80.00 shall be deposited to the general account for payment of expenses. The remaining \$25.00 shall be deposited to a capital improvement savings account. Declarant or the Association (when three of four units have sold) shall revise the annual assessment and the monthly obligation in December of each calendar year, effective for the following calendar year.

11.4 Special assessments for capital improvements.

a. The capital improvement savings account shall be for the exclusive purpose of covering the cost of maintenance, repair and improvement which cannot be paid from cash on hand or which is not within an existing budget year. This may include (but is not limited to) for example, exterior painting or siding, replaced cement or sidewalks or re-roofing.

b. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, provided that any such assessment shall be approved by three out of four owners.

11.5 Notice and quorum for any action authorized under paragraph 4b. Written notice of any meeting called for the purpose of taking any action authorized under Article 11, Paragraph 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meetings called, three out of four owners shall be present in order to constitute a quorum.

11.6 Rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all condominium units. Annual and special assessments shall be separately calculated and billed to owners of units. All units shall share all expenses attributable to maintenance of general common elements. This provision shall not preclude the Association from making a separate or additional charge to an owner for and on account of special services or benefits rendered, conferred, or obtained.

11.7 Date of commencement of annual assessments: dues. Annual assessments shall commence one month following Declarant's sale of the second unit. Following this date, the annual assessments shall commence as to sold units (except those owned by Declarant) on the first day of the month following the ownership of the unit. The first annual

assessment shall be adjusted according to the number of months remaining in the calendar year. If the Declarant or the Association elect to change the assessment amount, then the Declarant or the Association shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. The Declarant or the Association shall send notice of the annual assessment and of any special charges to every owner. The Association shall establish due dates for payment. The Director shall, upon request, furnish a certificate setting forth the amount of and when the assessments and charges on a specified unit have been paid.

11.8 Effect of nonpayment of assessments: remedies of Association. Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same and/or place and foreclose a lien against the property. No owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the common area or abandonment of their unit. If there is a default in payment of a monthly installment of an assessment or charge, the Association may accelerate the remaining balance of the annual or special assessment due by giving ten days written notice to the defaulting owner.

11.9 No refund of assessments held in reserve account. No unit owner shall be entitled to any rebate, return or refund of any amount of assessments paid to the Association which are held as cash on hand or in any reserve, savings or capital improvement account under any circumstances.

ARTICLE 12

Maintenance

12.1 By Association. In addition to maintenance upon the common area or general common elements, the Association shall provide exterior maintenance upon each unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for exterior walls, roofs, gutters, down spouts, exterior building surfaces and other such exterior improvements. Such exterior maintenance shall not include improvements built or placed by an owner within a garage or within individual yard space. It shall not include repairs or replacements caused by any of the perils covered by a standard homeowner's insurance policy designed to cover an individual homeowner's interior improvements or an individual homeowner's limited common elements. The Association shall be responsible for maintenance, repair and replacement of all other general common elements and all other limited common elements which serve more than a single unit owner.

12.2 Necessitated by owner. In the event that the need for maintenance or repair is

caused through the willful or negligent act of the owner or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such unit is subject.

12.3 By owner. Except as provided in Paragraph 1 of this Article 12, all maintenance items shall be the responsibility of each unit owner; provided however, that if a unit owner shall fail to maintain or make the repairs or replacements which are the responsibility of such unit owner, and which are unsightly or a hazard or necessary for the good of all, then, upon vote of a majority of the Association, and after not less than thirty (30) days written notice to the unit owner, the Association shall have the right (but not the obligation) to enter upon or into the unit and provide such maintenance or make such repairs or replacements, and the cost thereof shall be added to the assessments chargeable to such unit owner and shall be payable to the Association by the said unit owner in 12 equal monthly installments, and shall be enforceable by the lien of article eleven. Unit owners are responsible to insure and maintain their own interior improvements and their own, individual limited, common elements.

In the event a unit owner constructs or plants additional landscaping within their fenced area, such unit owner shall continue to maintain such landscaping in order that it does not become weed-infested and a nuisance or maintenance requirement of other unit owners or the Association. Unit owners may construct and install other exterior improvements within their fenced area, including, but not limited to a spa or hot tub.

12.4 Access at reasonable hours. For the purpose of performing the maintenance authorized by this Article, the Association's agents or employees shall have the right after reasonable notice to the unit owner, to enter a or unit or upon any portion of the common areas at reasonable hours to complete required repairs and maintenance. Such notice is not required in the event of an emergency.

ARTICLE 13

Duties and Powers of the Owners' Association

13.1 Duties and powers. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- a. Common areas. Maintain and otherwise manage all of the common elements and/or the common areas and all facilities, improvement and landscaping thereon, storm water treatment and other drainage facilities, and all property that may be acquired by the Association, in accordance with the uses set forth for said elements, areas and facilities. The association shall not be obligated to maintain those limited, common elements

exclusively used, accessed and maintained by only one unit within their fenced area (except roofing, siding, steps and sidewalks and structural repairs).

b. Exterior maintenance. Maintain the exterior of the units in the manner and subject to the limitations set forth in Article Six.

c. Utilities: refuse collection. Have the authority to obtain for the benefit of all the owners, all utility services, including but not limited to, water, gas, sewer, electricity and refuse collection.

d. Legal and accounting services. Have the authority to obtain legal and accounting services necessary or proper for the operation of the project or the enforcement of these covenants or any other covenants or declarations pertaining to Mountainview Condominiums.

e. Easements. Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the units.

f. Employ. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

g. Contingency fund. Have the power to establish and maintain a capital improvements and maintenance fund as provided for in Article 11-4.

h. Purchase insurance. Have the power to purchase insurance for either the common areas and common elements, and all or any part of the units for such risks, and with such companies, and in such amounts as the Association shall deem to be equitable.

i. Perform driveway and sidewalk maintenance, repair, reconstruction and clearing in order that roads, sidewalks, stairs, elevators and all rights of way are maintained in useable and passable condition on a year round basis.

j. Provide an annual budget for approval at an annual meeting, with copies to unit owners 30 days prior to the meeting. Additionally, provide an annual, written financial report, summarizing all income and expenses by category and providing a statement of cash on hand, receivables and payables. Any unit owner may demand, upon payment of photocopy expense, copies of any and all minutes, records, contracts, checks, bank statements and any other business or financial record of the Association. All

records are subject to audit at Association expense.

k. Record and satisfy liens for unpaid assessments with the Flathead County Clerk and Recorder.

13.2 Liability insurance. Public liability and common area property damage insurance shall be purchased by the Association and shall be maintained in force at all times, the premium thereon to be paid out of the Association's funds. The insurance shall be carried in reputable companies authorized to do business in Montana. The minimum amounts of coverage shall be \$500,000.00 for personal injury to any one person; \$1,000,000.00 for personal injury to any number of persons sustained in any one accident or mishap, and \$100,000.00 property damage. The policy shall name the Association, its directors, officers, employees and agents in the scope of their employment, as insured. This policy shall insure against, but may not be limited to, injury or damage occurring in the common area or common elements. These policy limits shall be reviewed and revised from time to time, upon advice of the Association's insurance agent. At a minimum, the Association shall approve a reasonable increase of policy limits every tenth year (2014, 2024, etc.).

a. Fire insurance - major policy for common area. The Association shall purchase and maintain in force at all times, a blanket fire and casualty insurance policy with a reputable company qualified to do business in Montana, insuring against loss from fire or other hazards for the full insurable value of the structural components as originally built for the condominium unit and consisting of common area and common elements, including internal walls (to the sheet rock), roofing, plumbing, heating and electrical components, also commonly known as a "bare walls policy." The policy may contain extended coverage and replacement costs endorsements, if available, as well as vandalism and malicious mischief coverage, special form endorsement, stipulate amount clause, and a determinable cash adjustment clause, or a similar clause or clauses to permit cash settlement covering full value of the improvements in the event of partial destruction. The policy shall be in such amounts as shall be determined from time to time by the Association. The policy shall name all owners and mortgagees of the subject property, or any part of it, as insureds, as their respective interests may appear.

b. Other insurance. The Association may purchase additional insurance as it may determine to be advisable.

c. Owner's additional insurance. Each unit owner shall purchase and maintain a personal liability and fire and casualty insurance policy, insuring

each owner for their unit's improvements from the sheet rock inward and also including cosmetic improvements, flooring, furniture, fixtures and personal property. However, all such policies shall include a waiver of subrogation clause against the Association and all other owners.

d. Mortgagee's rights. With respect to insurance coverage under Paragraph "a" hereof, any mortgagee of record shall have the option to apply insurance proceeds payable to it in reduction of the obligations secured by its mortgage.

13.3 Damage and destruction: reconstruction.

a. If any permanent improvement comprising a part of the properties, whether owned by an individual owner or by the Association, shall be damaged by fire or other casualty covered by insurance, the proceeds of all such insurance policies shall be paid to the Association to be applied as hereinafter provided. If the damage or destruction shall be to one or more units, the Association shall enter into a contract for the repair or reconstruction of the damaged improvements, upon such terms as the Association feels is in the best interest of the individual owners as well as the Association. In the event that the proceeds from the insurance policies payable as a result of the loss to an individual unit shall be insufficient for the repair or reconstruction of such unit, the deficiency shall be promptly paid by the owner of such unit, failing which, such amount shall become a special charge and assessment against such unit pursuant to the provisions of Article Eleven hereof. In the event of damage or destruction of any common elements or improvements upon the common area, the Association shall contract for repair or reconstruction of such improvements and if the proceeds of any insurance policies payable as a result of such loss are insufficient for such repair or reconstruction, the deficiency shall be the subject of a special assessment which shall be approved by a vote of the owners as provided in Article Five hereof. The insurance proceeds shall be paid to the contractor or contractors designated by the Association at such time and upon such obligations as may be designated by the Association. All repair or reconstruction shall be made in accordance with original plans and specifications therefor, or according to such revised plans and specifications as may be approved by the Association, subject to architectural review required under existing recorded documents.

b. In the event that improvements in and upon the common areas or common elements shall not be rebuilt because the cost of rebuilding shall exceed the available insurance proceeds, and the members shall fail to

approve a special assessment to cover the deficiency, the Association shall then cause any remaining portion of such improvements to be removed and the area cleared and landscaped in the most efficient and aesthetically pleasing manner possible. In the event that more than one individual unit shall be substantially destroyed by fire or other casualty, and in the further event that at least three out of four votes shall approve, the damage and destroyed improvements shall not be rebuilt but rather the remaining portions thereof shall be removed, the land cleared and the units occupied by such removed improvements shall, with the consent of the owners thereof, be removed from the properties subject to this declaration. Such destruction or rebuilding of a condominium unit or units shall be governed by the Unit Ownership Act.

c. If the Association shall fail to proceed in good faith with the repair or reconstruction of any damaged or destroyed improvements, whether upon an individually owned lot or upon common area or condominium, and in any event, if reconstruction of an individual unit or condominium is not commenced within sixty (60) days after the casualty occurs and the insurance proceeds are received, the owners of such damaged improvement may proceed to negotiate and execute a contract for such repair or reconstruction and the Association which shall receive any insurance proceeds attributable to such loss shall pay such proceeds, to the extent required, to the contractor or contractors selected by such individual owner(s). In the event that the Association shall fail to proceed in good faith to repair or rebuild damaged or destroyed improvements upon the common areas, any individual owner may call a meeting of the Association upon thirty (30) days notice in writing to all owners and such Association may act, through its membership to proceed upon a simple majority vote of the members present and voting to enter into contracts for the repair and reconstruction of any damaged improvements. The excess of any proceeds not required to repair or restore an improvement, shall be paid by the Association to the owner or the institution who shall paid the premium for such insurance coverage.

13.4 Other duties and powers. The Association shall obtain, provide and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, or pay any taxes or assessments which the Association is required to secure or pay for pursuant to the terms of these Covenants or by law or which in its opinion shall be necessary or proper for the operation of the project or for the enforcement of these Covenants or other declarations pertaining to Mountainview Condominiums, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are specially provided for

particular units, the cost thereof shall be specially assessed to the owners of such units. The Association may likewise pay any amount necessary to discharge any lien or encumbrance levied against the entire properties or any part thereof which may, in the opinion of the Association constitute a lien against the common areas, rather than merely against the interests therein of a particular owner, provided that where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens, shall be specially assessed to said owners.

ARTICLE 14
Utilities

14.1 Rights and duties of unit owners. The rights and duties of the unit owners with respect to sanitary sewer, water, electricity, gas and telephone lines and facilities shall be governed by the following:

a. Easement. Wherever sanitary sewer or water connections or electricity, gas, telephone or other similar lines or pipes are installed within the properties, which connections, lines or pipes, or any portion thereof, lie in or upon a unit other than the unit served by said connections, lines or pipes, the owners of any unit served by said connections, lines or pipes shall have the right and are hereby granted an easement to the full extent necessary therefor, at reasonable hours, to enter upon the lot or unit within the properties in or upon which said connections, lines or pipes, or any portion thereof lie, to repair, replace and generally maintain said connections, lines and pipes, as and when the same may be necessary.

b. Common connections, lines or pipes. Wherever sanitary sewer or water connections, or electricity, gas or telephone lines or pipes, are installed within the properties, which connections serve more than one unit, the owner of each unit served by said connections, lines and pipes shall be entitled to the full use and enjoyment of such portions of said connections, lines and pipes as service his unit.

c. Resolution of disputes. In the event of a dispute between unit owners with respect to the repair or rebuilding of said connections, lines or pipes, or with respect to the sharing of the cost hereof, then, upon written request of one of such owners, addressed to the Association, the matter shall be submitted to the Association who shall decide the dispute, and the decision of the Association shall be final and conclusive on the parties. All votes of the Association shall require three out of four votes. In the event of deadlock, the matter shall be submitted to mediation with a professional mediator from

the list provided by the Flathead County Clerk of District Court or the Montana Northwest Bar Association. In the event mediation fails, the matter shall be resolved by arbitration under the Montana Uniform Arbitration Act. Whether by mediation or arbitration, the Association's director shall select the mediator or arbitrator and schedule the matter for hearing. An arbitrator's decision shall be final.

14.2 Construction easement. Easements over the properties for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines, pipes and facilities, and for drainage facilities, as shown on the floor plan of the properties and as may be hereafter required or needed to service the properties, or any units, are hereby reserved by and for the benefit of all units, together with the right to grant and transfer the same, and the right to amend the same. Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common elements.

ARTICLE 15

Party Walls

15.1 General rules of law to apply. Each wall which is built as a part of the original construction of the units and placed on the dividing line between the units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

15.2 Sharing of repair and maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

15.3 Destruction by fire or other casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

15.4 Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

15.5 Right to contribution runs with land. The right of any owner to contribution from any owner under this Article shall be appurtenant to the land and shall pass to such owner's

successors in title.

15.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, then, upon written request of one of such owners, addressed to the Association, the matter shall be submitted to the Association who shall decide the dispute, and the decision of the Association shall be final and conclusive on the parties.

ARTICLE 16
Miscellaneous

16.1 Benefit. Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association, and each Unit Owner, and the heirs, personal representatives, successors and assigns of each.

16.2 Right of Access. The Association shall have the irrevocable right, to be exercised by the Manager or other officer, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs therein necessary for the maintenance, repair, or replacement of any of the common elements therein necessary to prevent damage to the common elements or to the Unit. Damage to the interior or any part of the Unit resulting from maintenance, repair, emergency repair, or replacement of any of the common elements or as a result of an emergency repair within another Unit at the insistence of the Association shall be designated common expenses by the Association and assessed in accordance with such designation.

16.3. Exhibits. Exhibits attached hereto and made a part hereof are the following:

Exhibit "A". Floor plan of the building showing each units location and square footage, common areas, and certificate of registered architect.

ARTICLE 17
Amendments

The restrictions contained herein shall be appurtenant to and run with the land and shall continue indefinitely. The Association may revise these covenants at any time as follows:

a) The Association or any owner may propose any revision, addition or deletion of a covenant(s) at any time. For any proposed change, the Association will give written notice of a proposed change to each member of the Association at least 30 days prior to the Association's regular annual

meeting. The proposed changes may be summarized.

- b) At the annual meeting, the precise, proposed change(s) will be distributed to each member in attendance.
- c) The Association will discuss the merits of each proposed change.
- d) The Association will provide each member in attendance with a written ballot for each proposed change.
- e) The members will vote by written ballot. The ballots will be counted by the Association's director and by at least one other individual appointed to assist the Director.
- f) The results of the ballot(s) will be announced at those meetings, with the number of members voting in favor of the proposed change(s) and the number of members voting against the proposed change(s).
- g) If three out of four votes vote in favor of a proposed change, then that change has passed and the covenants will be revised to reflect the change.
- h) The Director shall give written certification, under oath, that these steps have been followed and that a change(s) have been approved.
- i) The change(s), together with the certification, shall be recorded with the Flathead County Clerk and Recorder's office.
- j) The effective date of all changes shall be 30 days from the date they are recorded, or as specified within the proposed change.
- k) Declarant reserves the right to amend these Covenants at any time until three out of four units have been sold and conveyed.

ARTICLE 18
Severability

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforce ability of any one or more provisions shall not affect the validity or enforce ability of any other provisions hereof.

ARTICLE 19
Bylaws of Owner's Association

19.1 All owners are members of the Association. Each member shall have one vote, regardless of the number of owners of a unit. There shall be no board of directors.

19.2 On or before December 1, 2004, the owners shall meet for an association meeting. They shall follow the agenda listed in article 9.2. They shall additionally elect an association manager, who shall also be the secretary and treasurer. They shall elect an assistant manager. The manager shall open a bank account, collect dues and assessments, deposit receipts, pay expenses and generally manage the business and affairs of the association and oversee maintenance and upkeep of the units. The manager and assistant manager shall have a term of not less than two nor more than five years, but managers may be re-elected. The manager shall not be compensated, but shall be reimbursed for any out-of-pocket expenses associated with their work. A manager may be removed from office of a three-fourths majority vote.

19.3 The manager may employ and compensate any and all persons for maintenance and repairs of common elements and for legal and accounting matters.

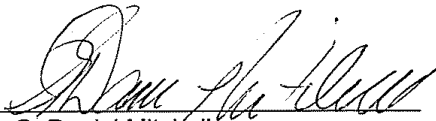
19.4 The association may elect to pay dues monthly, quarterly or on any other basis which they deem convenient.

19.5 The association shall meet as provided in article 9.2. The manager or any two owners may call a special meeting on 30 days' written notice for any purpose.

19.6 These bylaws may be amended by a three-fourths majority vote.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Section 70-23-101, MCA.

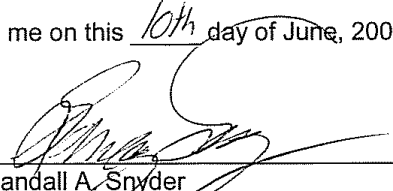
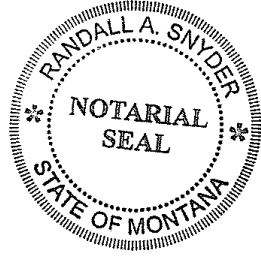
Mountainview Condominiums, A MONTANA NON-PROFIT CORPORATION



By: G. Daniel Mitchell

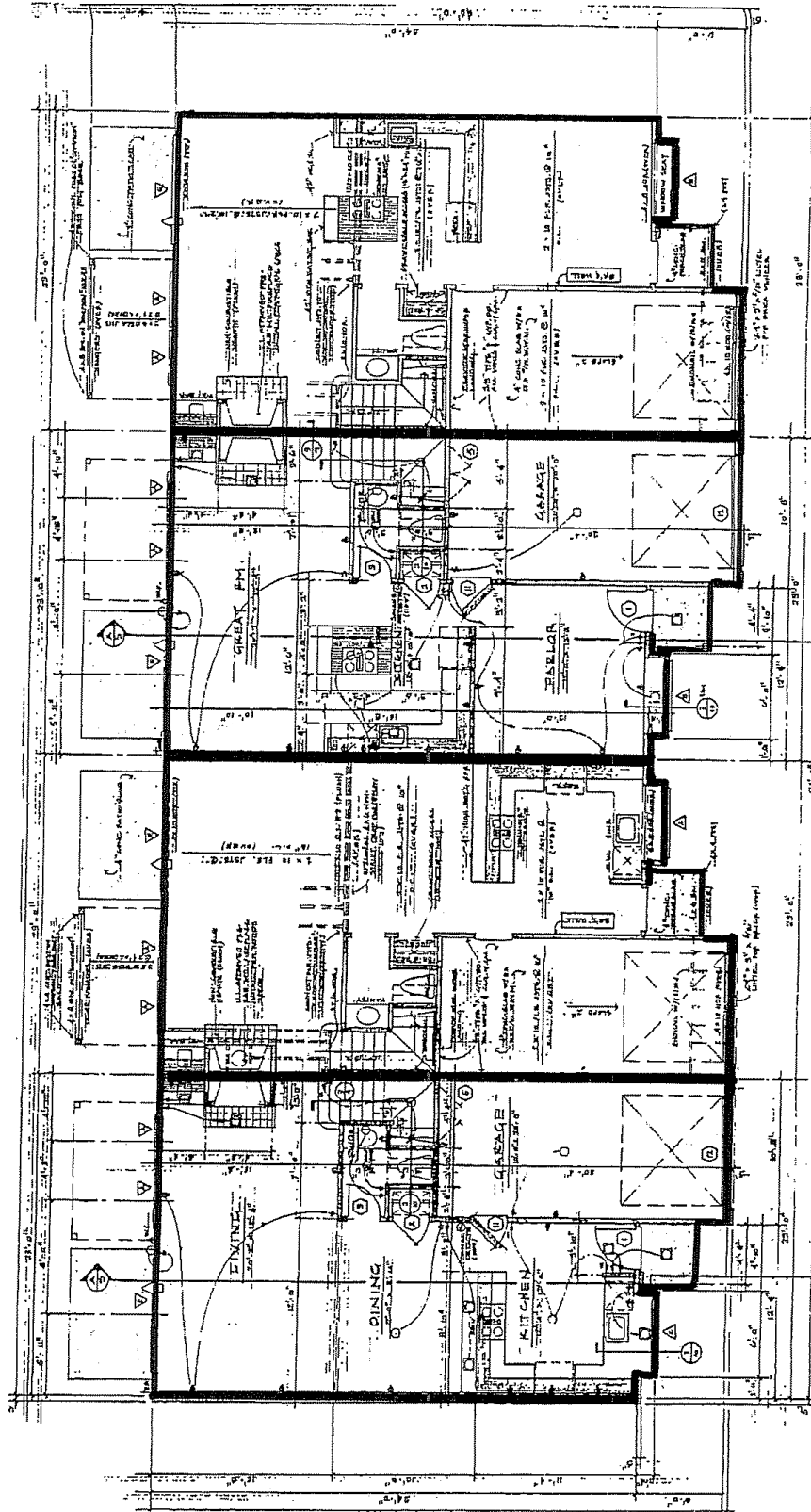
STATE OF MONTANA)
 : ss
County of Flathead)

This instrument was acknowledged before me on this 10th day of June, 2004, by G. Daniel Mitchell.



Randall A. Snyder
Notary Public for the State of Montana
Residing at Bigfork, Montana
My commission expires July 25, 2007.

EXHIBIT "A"
Page 1 (ground floor)
(See pages 3 - 4 for floor plan)



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1983
THE STUBBS BROS. SPA
FOR THE CITY OF ALBUQUERQUE

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117A

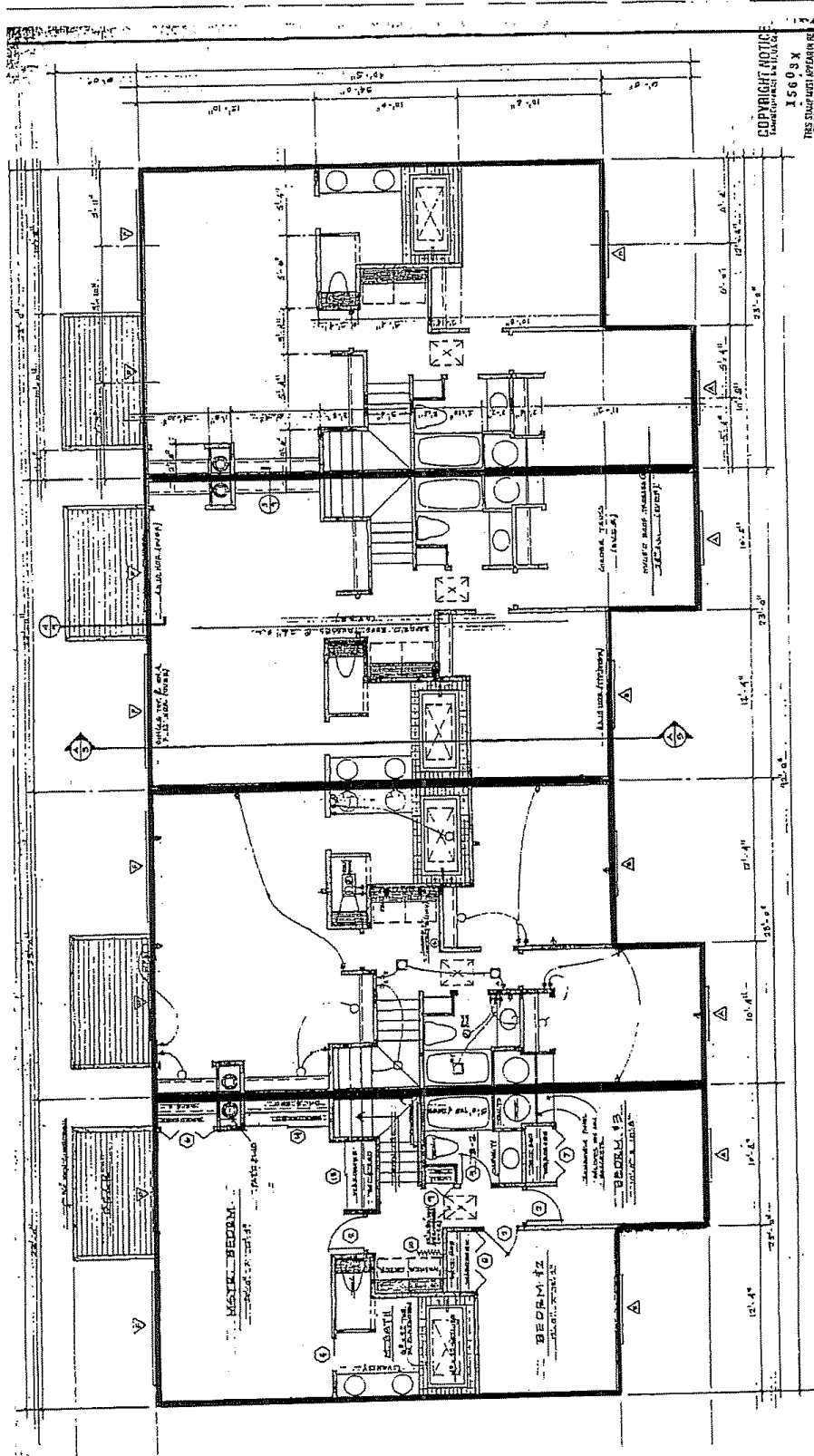
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119A

LOWER FLR. PLAN
1/4" = 1'-0"

1
L.H. BURMAN & ASSOCIATES, INC.
1001 N. 24th St., Suite 100, Albuquerque, N.M. 87106
ARCHITECTS

EXHIBIT "A"
Page 2 (second floor)

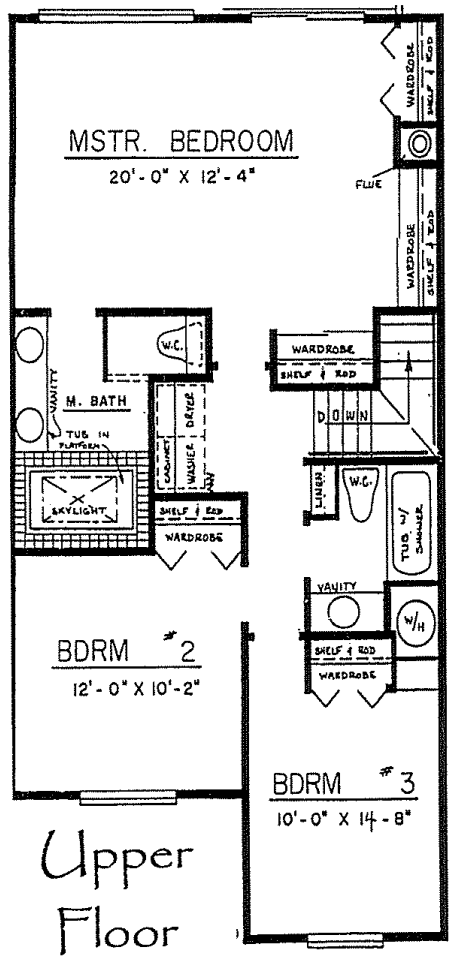
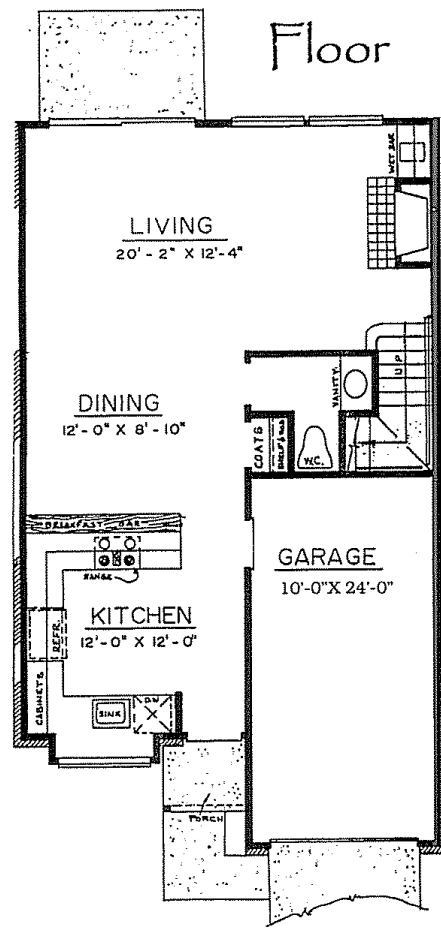


COPYRIGHT NOTICE
 15603 X
 THIS DRAWING APPEARS IN
 FOR HISTORICAL RECORD

LA
 L.A. Architects & Associates, Inc.
 ARCHITECTS
 10000 WILSON BLVD., SUITE 100
 LOS ANGELES, CALIF. 90024
 (213) 412-1000
 FAX (213) 412-1001
 WWW.LAAI.COM

OPTEK FLOOR PLAN

Main Floor



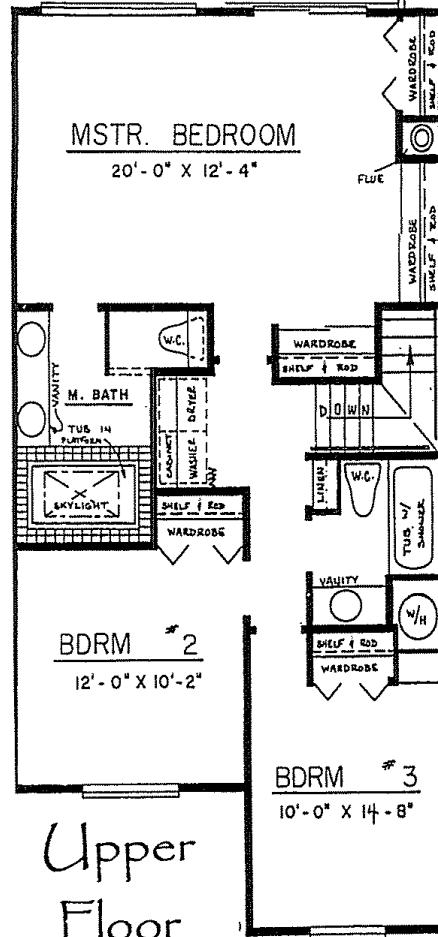
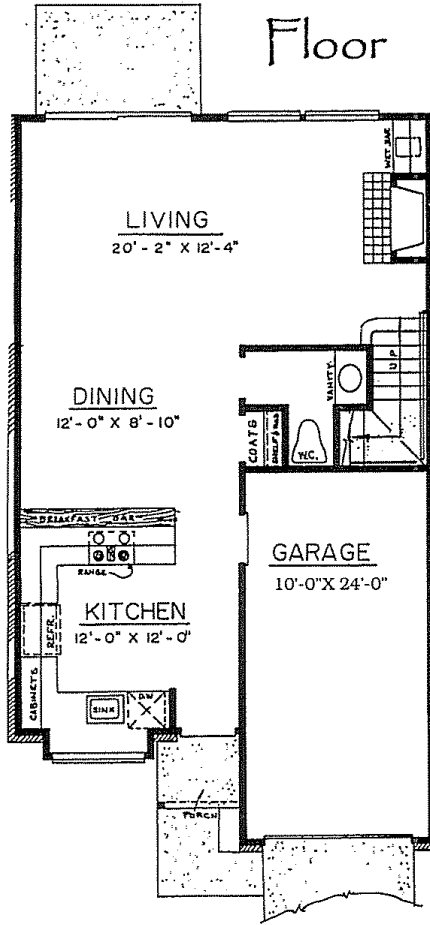
Upper Floor

*Slight modifications to the above floor plans may be made at the time of construction and are by determination of the builder.

Main
Floor

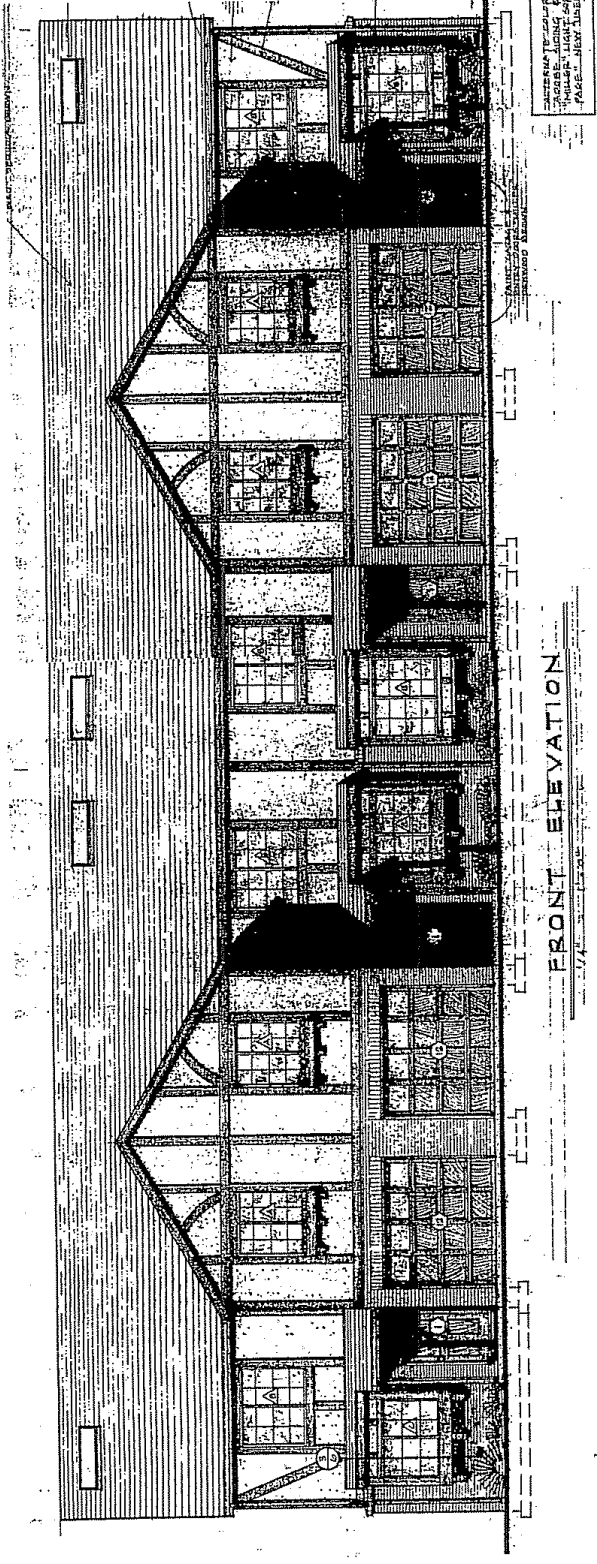
2004169 16230

EXHIBIT "A"
Page 4



Upper
Floor

*Slight modifications to the above floor plans may be made at the time of construction and are by determination of the builder.

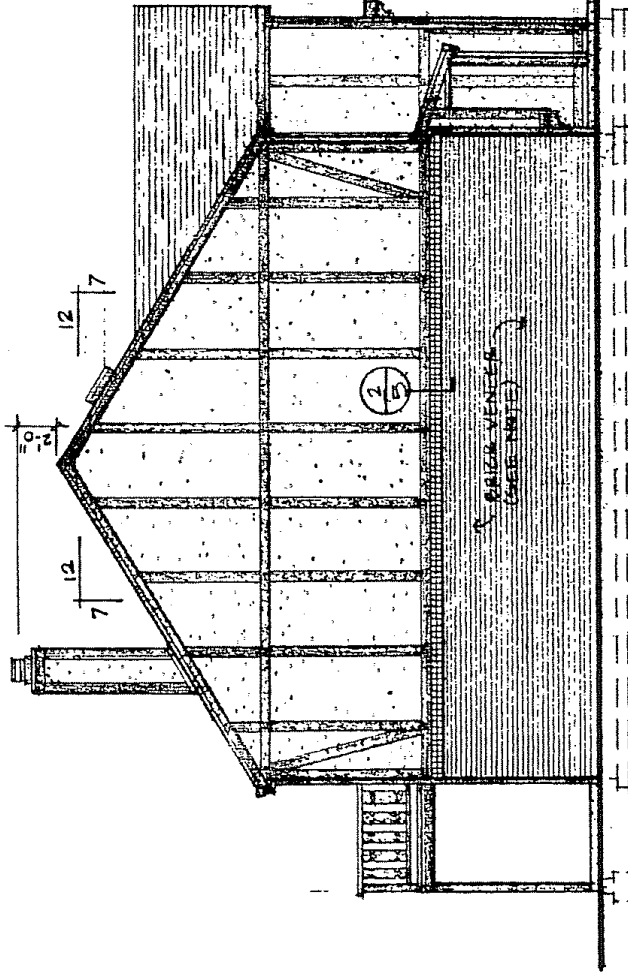


FRONT ELEVATION

1/4" = 1'-0"

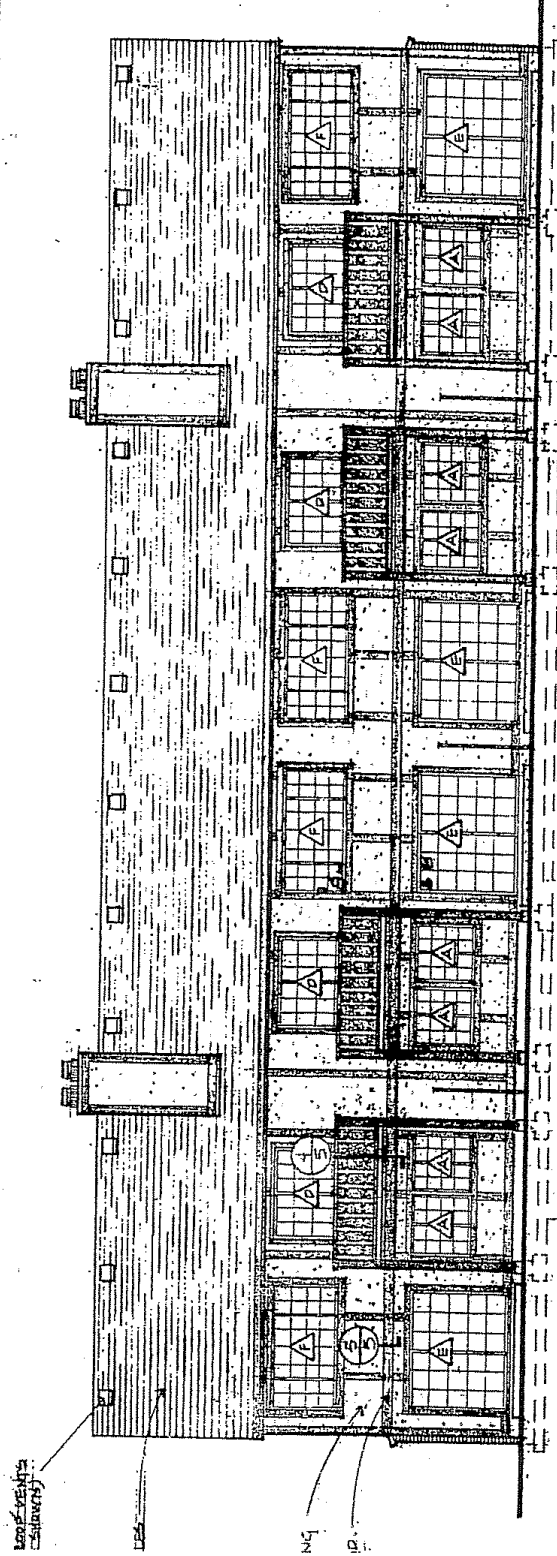
CONCRETE - FINISH OF
 BRICK - FINISH OF
 PAVE - FINISH OF

EXHIBIT "A"
Page 6



LEFT ELEVATION

(RIGHT ELEVATION REVERSE)




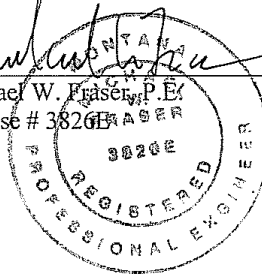
REAR ELEVATION

1/4" = 1'-0"

2004169 16230

Engineer's Statement and Certification

I have reviewed the floor plans for the Crestview Eighty Condos. I hereby certify that they are an accurate copy of the plans submitted to and approved by Flathead County Zoning and Platting and reflect the building as built.


 Michael W. Fraser, P.E.
 License # 38261B


Return: Dan Mitchell
Box 526
Bigfork, MT 59911

STATE OF MONTANA COUNTY OF FLATHEADss
 RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA
 AT THE REQUEST OF STS OR
06-17, 2004 @ 4:23 CLOCK \$ 174 00 PAID
 PAULA ROBINSON, CLERK AND RECORDER BY
Maria Goligorski DEPUTY
 RETURN _____
 DOCUMENT# _____

2004169 16230

1



FIRST AMENDMENT TO
AMENDMENT AND RESTATEMENT OF DECLARATION OF MOUNTAINVIEW
CONDOMINIUMS

0979008

APPROVED Key 6/30/04

THIS AMENDMENTS is made and submitted this June 30, 2004 by G. Daniel Mitchell and Joyce L. Mitchell, Declarants under the Amendment and Restatement of Declaration of Mountainview Condominiums.

RECITALS:

1. Declarants are the present owner of two of the units in Mountainview Condominiums, a four condominium unit more particularly described as follows:

Units 117, 117A, 119 and 119A of a residential condominium according to the Declaration of Unit Ownership of Mountainview Condominiums, recorded April 30, 2004, as Document # 200412116370, and restatement of Declaration of Mountainview Condominiums, recorded June 17, 2004 as Document #200416916230, records of Flathead County, Montana, and any amendments there.

Together with any common elements appurtenant thereto as described as described in Declaration of Unit Ownership and any amendments thereto.

Located on the following described tract of land:

Lot 5A of CRESTVIEW EIGHTY NO. 4, according to the map or plat thereof on the file and of record in the office of the Clerk and Recorder of Flathead County, Montana. :

2. Declarants reserved the authority to amend the Declaration so long as he held an ownership interest in any of the units.

NOW THEREFORE, Declarant hereby amends the Amendment and Restatement of Declaration of Mountainview Condominiums as follows:

There is hereby added the following article 11.10, which is appended to existing article 11:

11.10 Subordination of the lien to mortgages and the deeds of trust. The lien of the assessments and charges provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. The sale or transfer of any unit shall not affect the lien for assessments or charges. However, the sale or transfer of any unit pursuant to foreclosure of a first mortgage or first deed of trust (including without limitation the exercise by the trustee of a owner of sale thereunder) or any proceeding or deed in lieu

2004182 16010

thereof, shall extinguish the lien of such assessments or charges as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments or charges thereafter becoming due or from the lien thereof.

Any mortgagee may request and obtain a statement of the status and currency of assessments of any unit.

The balance of the Amendment and Restatement shall remain in full force and effect.

Amendment - Page One

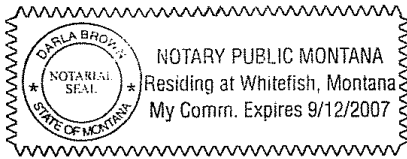
Dated June 20, 2004.

G. Daniel Mitchell
By: G. Daniel Mitchell

Joyce L. Mitchell
By: Joyce L. Mitchell

STATE OF MONTANA)
 : ss
County of Flathead)

This instrument was acknowledged before me on this 20 day of June, 2004, by G. Daniel Mitchell and Joyce L. Mitchell.



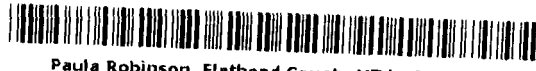
[Signature]

Notary Public for the State of Montana
Residing at
My commission expires:

Return to:
Don Mitchell
Box 526
Bigfork MT 59911

STATE OF MONTANA COUNTY OF FLATHEAD)ss
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA
AT THE REQUEST OF SJS
06-30, 20 04 @ 10 o'clock PM DO PAID
Paula Robinson CLERK AND RECORDER BY [Signature] DEPUTY
RETURN
DOCUMENT# 2004182 16010

MARK BUCKWALTER
BUCKWALTER LAW FIRM
100 FINANCIAL DRIVE, STE 200
KALISPELL, MT 59901



Paula Robinson, Flathead County MT by TM

201300031669
Page: 1 of 49
Fees: \$343.00
12/19/2013 9:45 AM

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF CRESTVIEW EIGHTY NO. 2

This Amendment is made this 22nd day of NOVEMBER, 2013 to the Declaration of Conditions, Covenants and Restrictions of Crestview Eighty No. 2 ("CCRs"), filed with the Clerk and Record of Flathead County, Montana on December 24, 1991 as Reception No. 9135812220.

WHEREAS, Fenn Properties, LLC ("Fenn") is the owner of real property legally described as:

Lot 2 of Block 10 of Crestview Eighty No. 2, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana ("Fenn Property").

WHEREAS, the Crestview 80 Homeowners Association, Inc. ("HOA") and Fenn desire that Fenn be removed as a member from the HOA;

WHEREAS, the HOA and Fenn desire that the Fenn Property be removed from the jurisdiction of the HOA;

WHEREAS, the HOA and Fenn desire that the CCRS be removed from the Fenn Property and to extinguish the applicability of the CCRs to the Fenn Property;

AND WHEREAS, in accordance with Article VIII, AMENDMENTS of the CCRs, at least 75% of the lot owners in Crestview Eighty No. 2 have agreed to amend the CCRs as follows.

AMENDMENT PROVISIONS:

REMOVAL OF COVENANTS FROM THE FENN PROPERTY: The conditions, covenants, and restrictions as set forth in the CCRs, and all other provisions therein, are hereby removed from the Fenn Property, and shall have no applicability to the Fenn

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0012552 thru 0012554

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★ ★ see attached assessor #'s



Property. The Fenn Property shall be removed from the jurisdiction of the HOA, and Fenn is hereby removed as a Member of the HOA.

All other provisions of the CCRs as recorded among the land records of Flathead County, Montana, except as to the Amendments above, shall remain unchanged and continue in full force and effect.

DATED this 22 day of November, 2013.

CRESTVIEW 80 HOMEOWNERS ASSOCIATION, INC.

By: Tony Martin

Printed Name: Tony Martin

Its: President

STATE OF MONTANA)
)
 :ss
County of Flathead)

On this 22 day of November, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Tony Martin, as President of Crestview 80 Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.

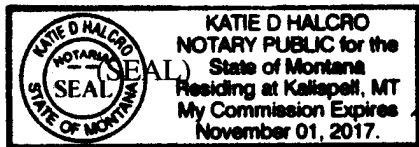
Kati D Halcro

Notary Public for the State of Montana

Printed Name: Kati D- Halcro

Residing at: Kalispell

My Commission Expires: Nov. 1, 2017





CERTIFICATE OF APPROVAL

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS OF CRESTVIEW EIGHTY NO. 2

The undersigned President of the CRESTVIEW 80 HOMEOWNERS ASSOCIATION, INC. ("HOA"), certifies as follows:

At least 75% of the lot owners in Crestview Eighty No. 2 have approved the Amendment to Declaration of Conditions, Covenants, and Restrictions of Crestview Eighty No. 2.

Therefore, the foregoing Amendment is approved by all necessary parties and upon recording in the Clerk and Recorder's Office of Flathead County, Montana, shall be in full force and effect.

Dated this 22 day of November, 2013.

CRESTVIEW 80 HOMEOWNERS ASSOCIATION, INC.

By: Tony Martin

Printed Name: Tony Martin

Its: President

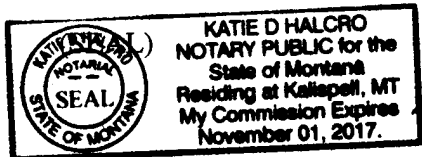
STATE OF MONTANA)
 :SS
County of Flathead)

On this 22 day of November, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Tony Martin, as President of Crestview 80 Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.

Katie D Halcro

Notary Public for the State of Montana
Printed Name: Katie D Halcro
Residing at: Kalispell
My Commission Expires: Nov. 1, 2017





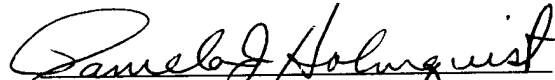
WAIVER OF REQUIREMENT OF APPROVAL FOR AMENDMENT OF RESTRICTIVE COVENANTS

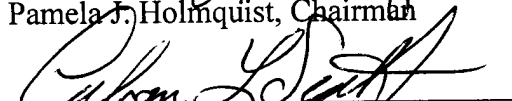
1. A Declaration of Covenants, Conditions, and Restrictions of Crestview 80, No. 2 was recorded in the office of the Clerk and Recorder of Flathead County, Montana, under Reception No. 9135812220, records of Flathead County, Montana.
2. The Declaration provides, in part that it "may be amended from time to time by recording an instrument in writing signed by the owners of at least 75% of the lots in Crestview 80, No. 2 and a majority of the Board of County Commissioners of Flathead County agreeing to such amendment."
3. The Flathead County Commissioners desire the requirement of their approval be waived.

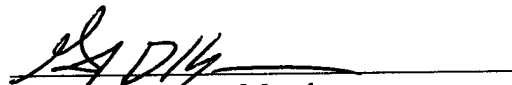
THEREFORE, by their signatures below, the Board of Commissioners of Flathead County, Montana, hereby waives the requirement of approval of the Board of Commissioners, contained in the Declaration of Covenants, Conditions, and Restrictions of Crestview 80, No. 2.

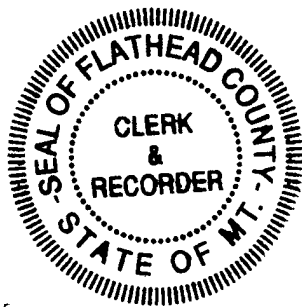
DATED this 19th day of December, 2013.

BOARD OF COMMISSIONERS
FLATHEAD COUNTY, MONTANA


Pamela J. Holmquist, Chairman

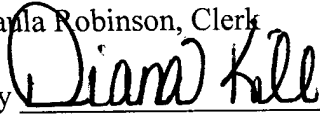

Calvin L. Scott, Member


Gary D. Krueger, Member



ATTEST:

Paula Robinson, Clerk

By 
Deputy



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Lot 5 of Block 6 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Craig and Jennifer Schmit

Signature: *Craig Schmit* Date: 10-30-13
Signature: *Jennifer Schmit* Date: 10-30-13

STATE OF MONTANA)

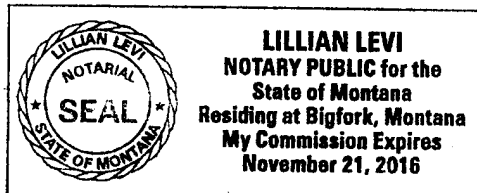
: SS

County of Flathead)

On this 30 day of October, 2013, before me, a Notary Public for the State of Montana, personally appeared Craig Schmit who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Lillian Levi
Printed Name: Lillian Levi
Notary Public for the State of Montana
Residing at: Bigfork, MT
My Commission Expires: 11/21/2016





HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 2 of Block 10 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Fenn Properties, LLC

Signature: James M. Fenn Date: 10/23/13

Title: President

STATE OF UTAH)

: ss

County of UTAH)

On this 23 day of OCTOBER, 2013, before me, a Notary Public for the State of UTAH, personally appeared JAMES M. FENN, as PRESIDENT of Fenn Properties, LLC who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Paula Watts
Printed Name: PAULA WATTS
Notary Public for the State of UTAH
Residing at: OPEN, UTAH
My Commission Expires: 3-16-14





HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Units A, B, C, D of 105 O'Brien Terrace, Bigfork Montana, 59901 and Units A, B, C, and D, 109 O'Brien Terrace, Bigfork, Montana, 59901, Ravens Ridge, a residential condominium, according to the Declaration of Unit Ownership for Church & O'Brien Condominiums, recorded January 5, 2007 as Document # 200700513450 in the records of the office of the Clerk and Recorder of Flathead County, Montana, and any amendments thereto, being located on the following described tract of land:

Lots 2 and 3 of Block 9, of Crestview Eighty No. 2, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

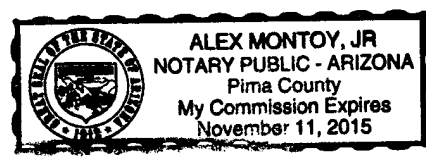
Property Owner(s): Raven Development, LLC

Signature: Tula Thompson Date: 10/9/13
Tula Thompson, Member

STATE OF ~~MONTANA~~ ARIZONA)
County of ~~Flathead~~ Pima) : ss

On this 9th day of October, 2013, before me, a Notary Public for the State of Montana, personally appeared Tula Thompson, as a Member of Raven Development, LLC, who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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



Alex Montoy, Jr
Printed Name: Alex Montoy, Jr
Notary Public for the State of ~~Montana~~ Arizona
Residing at: Pima County
My Commission Expires: 11/11/2015



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Unit 106 of 104,106 & 108 Church Condominiums, a residential condominium according to the Declaration of Unit Ownership for 104, 106 & 108 Church Condominiums, recorded October 8, 2003 as Document # 200328109260 in the records of the Clerk and Recorder of Flathead County, Montana, and any amendments thereto.

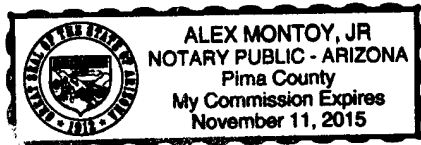
Property Owner(s): Tula Thompson

Signature: Tula Thompson Date: 10/9/13

STATE OF ^{Arizona} MONTANA)
County of ~~Flathead~~ ^{Pima}) : ss

On this 9th day of October, 2013, before me, a Notary Public for the State of Montana, personally appeared Tula Thompson who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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



[Signature]
Printed Name: Alex Montoy Jr
Notary Public for the State of Montana Arizona
Residing at: Pima County
My Commission Expires: 11/11/2015

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Unit 120 of Sunrise Vista Condominiums, according to the Declaration of Unit Ownership, recorded August 17, 2005, Document No. 2005-229-16401, recorded in the office of the Clerk and Recorder of Flathead County, Montana, and any amendments thereto, located on the following described tract of land:

Lot 8 of Block 9 of Crestview Eighty No. 2, according to the official plat thereof, filed in Official Records of Flathead County Montana.

Property Owner(s): G. Daniel and Joyce L. Mitchell

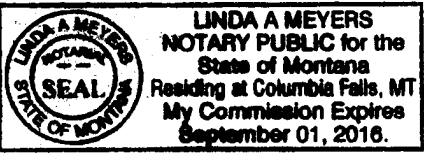
Signature: [Signature] Date: 10/16/13

Signature: [Signature] Date: 10/16/13

STATE OF MONTANA)
 : ss
County of Flathead)

On this 16th day of October, 2013, before me, a Notary Public for the State of Montana, personally appeared G. Daniel Mitchell who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

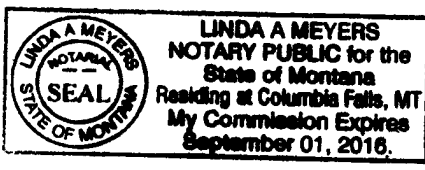


Linda A. Meyers
Printed Name: Linda A. Meyers
Notary Public for the State of Montana
Residing at: Columbia Falls, MT
My Commission Expires: 9/1/2016

STATE OF MONTANA)
 : ss
County of Flathead)

On this 16th day of October, 2013, before me, a Notary Public for the State of Montana, personally appeared Joyce L. Mitchell who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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



Linda A. Meyers
Printed Name: Linda A. Meyers
Notary Public for the State of Montana
Residing at: Columbia Falls, MT
My Commission Expires: 9/1/2016



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Unit No. 114 of 112, 114 & 116 Sunrise Terrace

Condominiums, a residential condominium, according to the Declaration of Unit Ownership for

112, 114 & 116 Sunrise Terrace Condominiums, recorded May 25, 2004 as Document # 200414612100, records of Flathead County, Montana, and any amendments thereto, being

located on the following tract of land:

Lot 9 of Block 9 of Crestview Eighty No. 2, according to the map or plat thereof on file and of

record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Thomas A. Green

Signature: Thomas A. Green 7/30/13 Date:

Tennessee
STATE OF ~~MONTANA~~)

Shelby
County of ~~Flathead~~) : SS
FO

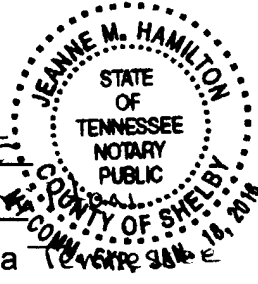
On this 30 day of July, 2013, before me, a Notary Public for the Tennessee State of ~~Montana~~, personally appeared Thomas A. Green who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day



and year first herein above written.

Jeanne M. Hamilton



Printed Name: Jeanne M Hamilton

Notary Public for the State of Montana

Residing at: 2915 Forest Hill Irene Rd Germantown TN 38139

My Commission Expires: 1/18/2016

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Unit No. 114 of 112, 114 & 116 Sunrise Terrace

Condominiums, a residential condominium, according to the Declaration of Unit Ownership for

112, 114 & 116 Sunrise Terrace Condominiums, recorded May 25, 2004 as Document # 200414612100, records of Flathead County, Montana, and any amendments thereto, being

located on the following tract of land:

Lot 9 of Block 9 of Crestview Eighty No. 2, according to the map or plat thereof on file and of

record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Thomas A. Green

Signature: Thomas A. Green 7/30/13 Date:

Tennessee
STATE OF ~~MONTANA~~)

Shelby : ss
County of ~~Flathead~~)
70

On this 30 day of July, 2013, before me, a Notary Public for the Tennessee State of ~~Montana~~, personally appeared Thomas A. Green who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Unit No. 112 of 112, 114 & 116 Sunrise Terrace

Condominiums, a residential condominium, according to the Declaration of Unit Ownership for

112, 114 & 116 Sunrise Terrace Condominiums, recorded May 25, 2004 as Document # 200414612100, records of Flathead County, Montana, and any amendments thereto, being

located on the following tract of land:

Lot 9 of Block 9 of Crestview Eighty No. 2, according to the map or plat thereof on file and of

record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Johnson-Green, Inc.

Signature: Bryan G Green, Pres Date:

7/19/13

STATE OF MONTANA)

: ss

County of Flathead)

On this 19 day of July, 2013, before me, a Notary Public for the

State of Montana, personally appeared Bryan Green,

President of

Johnson-Green, Inc., who is known to me personally or has shown proper identification and

acknowledged the foregoing instrument.



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

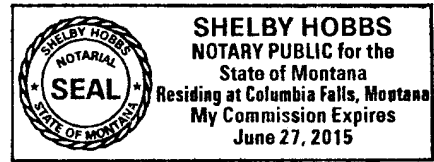
Shelby Hobbs

Printed Name: Shelby Hobbs

Notary Public for the State of Montana

Residing at: Columbia Falls, MT

My Commission Expires: 6/27/15



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Unit 2 of Church Street Condominiums, being located on the following described tract of land:

Lot 1, Block 8, of Crestview Eighty No. 2, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Robert L. Schumann Credit Shelter Trust

Signature: Joan C. Schumann Date: 12/7/12
Joan C. Schumann, Trustee

STATE OF ~~MONTANA~~)
NEW JERSEY : ss
County of ~~Flathead~~ WARREN)

On this 7th day of October, 2012, before me, a Notary Public for the State of ~~Montana~~ ^{NEW JERSEY}, personally appeared Joan C. Schumann, as Trustee of the Robert L. Schumann Credit Shelter Trust, who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Mary Lou Miller-Heemath
Printed Name: MARY LOU MILLER-HEEMATH
Notary Public for the State of ~~Montana~~ ^{NEW JERSEY}
Residing at: 157 RT 31, OXFORD NJ 07860
My Commission Expires: 9/29/2015
MARY LOU MILLER-HEEMATH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 29, 2015

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 3 of Block 6 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Charlotte and Charles McCahill

Signature: Charles McCahill Date: 11/30/12

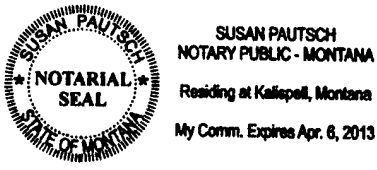
Signature: Charlotte McCahill Date: 11/30/12

STATE OF MONTANA)
 : ss
County of Flathead)

On this 30 day of ~~October~~ ^{November}, 2012, before me, a Notary Public for the State of Montana, personally appeared Charlotte and Charles McCahill who are known to me personally or have shown proper identification and acknowledged the foregoing instrument.

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

Susan Pautsch
Printed Name: Susan Pautsch
Notary Public for the State of Montana
Residing at: 572 Blaine View Ln Kalispell MT
My Commission Expires: April 6, 2013



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Unit No. 117A of Mountainview Condominiums, a residential condominium according to the Declaration of Unit Ownership of Mountainview Condominiums, recorded April 30, 2004 as Doc. No. 2004-121-16370, and Restatement of the Declaration of the Mountainview Condominiums, recorded June 17, 2004, as Doc. No. 2004-169-16230, and First Amendment to Restatement of Declaration of Mountainview Condominiums, recorded June 30, 2004, as Doc. No. 2004-182-16010, and Second Amendment to Restatement of Declaration of Mountainview Condominiums, recorded January 19, 2005, as Doc. No. 2005-019-13390, records of Flathead County, Montana, and any amendments thereto.

Property Owner(s): Mildred Axelband

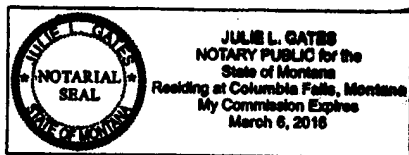
Signature: Mildred Axelband Date: 10-16-12

STATE OF MONTANA)
 : SS
County of Flathead)

On this 16th day of October, 2012, before me, a Notary Public for the State of Montana, personally appeared Mildred Axelband who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Julie L. Gates
Printed Name: Julie L. Gates
Notary Public for the State of Montana
Residing at: Columbia Falls, Montana
My Commission Expires: March 6, 2016



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 5 of Block 10 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Margaret Louise Warner Hallisey Revocable Trust, dated 1/18/1990.

Signature: Margaret W. Kuska, LLC Date: 12/3/2012
Margaret W. Kuska, Trustee

STATE OF MONTANA)
 : ss
County of Flathead)

On this 3 day of ~~October~~ ^{December}, 2012, before me, a Notary Public for the State of Montana, personally appeared Margaret Kuska, as Trustee for the Margaret Louise Warner Hallisey Revocable Trust, dated 1/18/1990, who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Shawn D Smith

Printed Name: _____
Notary Public for the State of Montana
Residing at: _____
My Commission Expires: _____



Shawn D Smith
Notary Public for the
State of Montana
Residing at: Bigfork, Montana
My Commission Expires:
October 22, 2013



Shawn D Smith
Notary Public for the
State of Montana
Residing at: Bigfork, Montana
My Commission Expires:
October 22, 2013

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 2 of Block 8 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

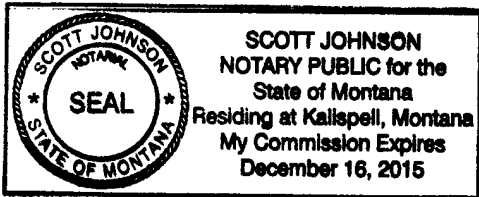
Property Owner(s): Georgia Christianson

Signature: Georgia Christianson Date: 12-6-2012

STATE OF MONTANA)
)
 : SS
 County of Flathead)

On this 6 day of ^{December} ~~October~~, 2012, before me, a Notary Public for the State of Montana, personally appeared Georgia Christianson who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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



[Signature]
 Printed Name: _____
 Notary Public for the State of Montana
 Residing at: _____
 My Commission Expires: _____

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 6A-3 of Crestview Eighty No. 5, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Thomas and Janet Alexander

Signature: Thomas L. Alexander Date: 12-10-12

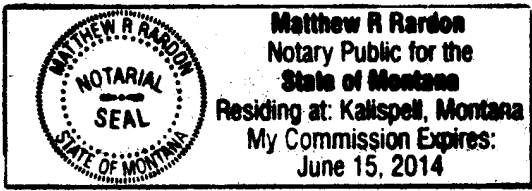
Signature: Janet Alexander Date: 12-10-12

STATE OF MONTANA)
 : SS
County of Flathead)

On this 10th day of ~~October~~ ^{DECEMBER}, 2012, before me, a Notary Public for the State of Montana, personally appeared Thomas and Janet Alexander who are known to me personally or have shown proper identification and acknowledged the foregoing instrument.

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

Matthew R Rardon
Printed Name: _____
Notary Public for the State of Montana
Residing at: _____
My Commission Expires: _____



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 3B of the Amended Plat of Lot 3, Block 7 of Crestview Eighty No. 2, according to the official plat thereof, filed in Official Records of Flathead County Montana.

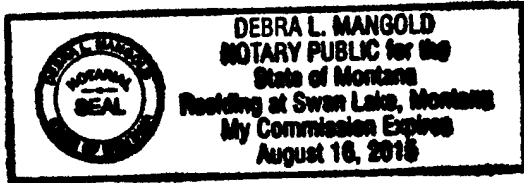
Property Owner(s): Julie Etchemendy

Signature: Julie Etchemendy Date: 12/3/12

STATE OF MONTANA)
 : SS
County of Flathead)

On this 11 day of ~~October~~ ^{December}, 2012, before me, a Notary Public for the State of Montana, personally appeared Julie Etchemendy who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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



Debra L. Mangold
Printed Name: Debra L. Mangold
Notary Public for the State of Montana
Residing at: Lake County
My Commission Expires: 8/16/2015

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 6A-2 of Crestview Eighty No. 5, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Leland Gene and Jane Ann Leivo

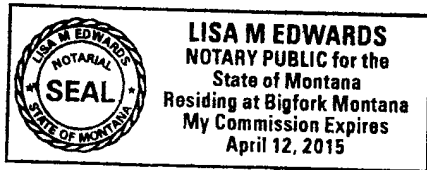
Signature: *Leland Gene Leivo* Date: 12/7/12

Signature: *Jane Ann Leivo* Date: 12/7/12

STATE OF MONTANA)
 : ss
County of Flathead)

On this 14 day of ~~October~~ Dec, 2012, before me, a Notary Public for the State of Montana, personally appeared Leland Gene and Jane Ann Leivo who are known to me personally or have shown proper identification and acknowledged the foregoing instrument.

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



Lisa M Edwards
Printed Name: Lisa M Edwards
Notary Public for the State of Montana
Residing at: Bigfork
My Commission Expires: April 12, 2015

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 6 of Block 10 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): James and Coleene Torgerson

Signature: *James Torgerson* Date: 12-13-12

Signature: *Coleene Torgerson* Date: 12-13-12

STATE OF MONTANA)

: SS

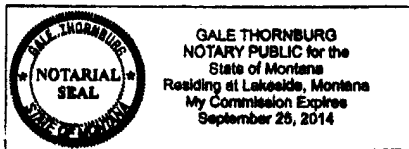
County of Flathead)

DECEMBER

On this 13 day of ~~October~~, 2012, before me, a Notary Public for the State of Montana, personally appeared James and Coleene Torgerson who are known to me personally or have shown proper identification and acknowledged the foregoing instrument.

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

Gale Thornburg
Printed Name: GALE THORNBURG
Notary Public for the State of Montana
Residing at: LAKE SIDE, MT
My Commission Expires: 9-25-2014



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 7 of Block 10 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Billie M. and Douglas Smith

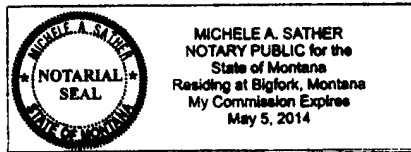
Signature: Billie M. Smith Date: 12-14-2012

Signature: Douglas Smith Date: 12-4-2012

STATE OF MONTANA)
 : ss
County of Flathead)

On this ____ day of October, 2012, before me, a Notary Public for the State of Montana, personally appeared Billie M. and Douglas Smith who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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



Michele A. Sather
Printed Name: Michele A. Sather
Notary Public for the State of Montana
Residing at: Bigfork
My Commission Expires: May 5, 2014

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 4 of Block 6 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Jerry and Shirley Mumm

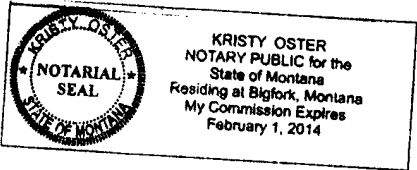
Signature: *Jerry H. Mumm* Date: 12/26/12

Signature: *Shirley Mumm* Date: 12/26/12

STATE OF MONTANA)
 : ss
County of Flathead)

On this 26 day of ~~October~~ ^{December}, 2012, before me, a Notary Public for the State of Montana, personally appeared Jerry and Shirley Mumm who are known to me personally or have shown proper identification and acknowledged the foregoing instrument. Shirley Mumm showed proper identification as Shirley Rose Korynta-Mumm.

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



Kristy Oster
Printed Name: _____
Notary Public for the State of Montana
Residing at: _____
My Commission Expires: _____

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 6A-1 of Crestview Eighty No. 5, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

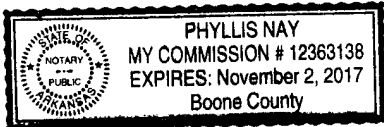
Property Owner(s): John Emanuel Baldi Special Needs Trust dated July 12, 1999

Signature: Rosemary Middleton - Trustee Date: 12/21/12
Rosemary Middleton, Trustee

STATE OF ~~MONTANA~~ Arkansas)
County of ~~Flathead~~ Boone : ss Ran

On this 21st day of ~~October~~ December, 2012, before me, a Notary Public for the State of Montana, personally appeared Rosemary Middleton, as Trustee for the John Emanuel Baldi Special Needs Trust dated July 12, 1999, who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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



Phyllis Nay
Printed Name: Phyllis Nay
Notary Public for the State of Montana
Residing at: 20673 N. Hwy 7
My Commission Expires: 11-2-17

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Lot 1 of Block 9 of CRESTVIEW EIGHTY No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): 101 O'Brien, LLC

Signature: *Quint Subb* Date: 1/09/2013

STATE OF ~~MONTANA~~ Florida

: SS
County of ~~Flathead~~ Collier

On this 9TH day of ~~October, 2012~~ December, 2013 before me, a Notary Public for the State of ~~Montana~~ Florida, personally appeared Vincent Grillo who is known to me personally or has shown proper identification and acknowledged the foregoing instrument. P.K.

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



Jane M. Nixon
Printed Name: JANE M. NIXON
Notary Public for the State of ~~Montana~~ Florida
Residing at: Chokoloskee, Fl. 34135
My Commission Expires: 11-12-14

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Unit 104 of 104,106 & 108 Church Condominiums, a residential condominium according to the Declaration of Unit Ownership for 104, 106 & 108 Church Condominiums, recorded October 8, 2003 as Document # 200328109260 in the records of the Clerk and Recorder of Flathead County, Montana, and any amendments thereto.

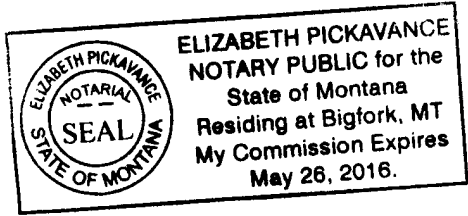
Property Owner(s): David Pickavance

Signature: [Handwritten Signature] Date: 2/2/2013

STATE OF MONTANA)
 : ss
County of Flathead)

On this 2nd day of February 2013 ~~October, 2012~~ before me, a Notary Public for the State of Montana, personally appeared David Pickavance who is known to me personally or has shown proper identification and acknowledged the foregoing instrument. -EAP

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



[Handwritten Signature]
Printed Name: Elizabeth Pickavance
Notary Public for the State of Montana
Residing at: Bigfork, MT
My Commission Expires: May 26, 2016

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Lot 4 of Block 10 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

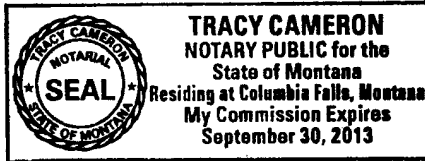
Property Owner(s): Anna Dwyer

Signature: Anna Dwyer Date: 2/28/13

STATE OF MONTANA)

: SS

County of Flathead)



On this 28th day of February, 2013, before me, a Notary Public for the State of Montana, personally appeared Anna Dwyer who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Tracy Cameron
Printed Name: TRACY CAMERON
Notary Public for the State of Montana
Residing at: COLUMBIA FALLS
My Commission Expires: 9/30/13

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Unit No. 117 of Mountainview Condominiums, a residential condominium according to the Declaration of Unit Ownership of Mountainview Condominiums, recorded April 30, 2004 as Doc. No. 2004-121-16370, and Restatement of the Declaration of the Mountainview Condominiums, recorded June 17, 2004, as Doc. No. 2004-169-16230, and First Amendment to Restatement of Declaration of Mountainview Condominiums, recorded June 30, 2004, as Doc. No. 2004-182-16010, and Second Amendment to Restatement of Declaration of Mountainview Condominiums, recorded January 19, 2005, as Doc. No. 2005-019-13390, records of Flathead County, Montana, and any amendments thereto.

Property Owner(s): Brian Albiero and Pamela Foss

Signature: *Brian Albiero* Date: *2/28/13 3/5/13*
Signature: *Pamela Foss* Date: *2/28/13 3/5/13*

STATE OF MONTANA)

: ss

County of Flathead)

On this 5 day of March, 2013, before me, a Notary Public for the State of Montana, personally appeared Brian Albiero who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Shawn D Smith
Printed Name: Shawn D. Smith
Notary Public for the State of Montana
Residing at: Bigfork
My Commission Expires: Oct 22 2013



Shawn D Smith
Notary Public for the
State of Montana
Residing at: Bigfork, Montana
My Commission Expires:
October 22, 2013

STATE OF MONTANA)

: SS

County of Flathead)

On this 5 day of March, 2013, before me, a Notary Public for the State of Montana, personally appeared Pamela Foss who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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



Shawn D Smith
Notary Public for the
State of Montana
Residing at: Bigfork, Montana
My Commission Expires:
October 22, 2013

Shawn D Smith
Printed Name: Shawn D Smith
Notary Public for the State of Montana
Residing at: Big Fork
My Commission Expires: 10/22/2013

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

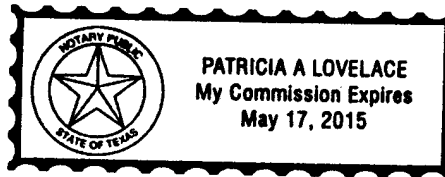
Owner of Property Legally Described As: Lot 1 of Block 6 of Crestview Eighty No. 2 according

to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Raymond and Eglina Schmitt

Signature: [Signature] Date: 3/9/13
Signature: [Signature] Date: 3/8/13

TEXAS
STATE OF MONTANA)
HILL : SS
County of Flathead)



On this 8th day of March, 2013, before me, a Notary Public for the State of ~~Montana~~ ^{TEXAS}, personally appeared Raymond Schmitt who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

[Signature]
Printed Name: PATRICIA A. LOVLACE
Notary Public for the State of Montana ^{TEXAS}
Residing at: 612 E. FRANKLIN ST, HILLSBORO, TX 76645
My Commission Expires: 5/17/15



TEXAS
STATE OF MONTANA)

HILL : SS
County of Flathead)



On this 9th day of MARCH, 2013, before me, a Notary Public for the State of Montana, personally appeared Eglina Schmitt who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Patricia A Lovelace

Printed Name: PATRICIA A LOVELACE

Notary Public for the State of Montana TEXAS

Residing at: 612 E. FRANKLIN & HUSBORN, TX 76645

My Commission Expires: 5.17.15



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Lot 4 of Block 9 of CRESTVIEW EIGHTY No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Duane and Janet Johnson

Signature: *Duane Johnson* Date: 3/29/13

Signature: *Janet Johnson* Date: 3/29/13

STATE OF MONTANA)

: ss

County of Flathead)

On this 29th day of March, 2013, before me, a Notary Public for the State of Montana, personally appeared Duane Johnson who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

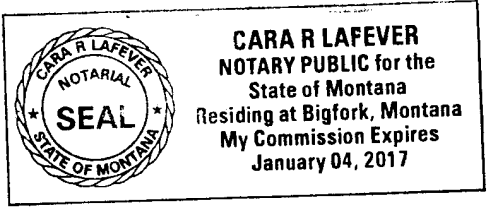
Cara R Lafever

Printed Name: Cara R Lafever

Notary Public for the State of Montana

Residing at: Bigfork

My Commission Expires: 01-04-2017



STATE OF MONTANA)

: SS

County of Flathead)

On this 29th day of March, 2013, before me, a Notary Public for the State of Montana, personally appeared Janet Johnson who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

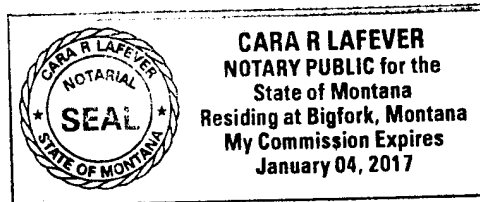
Cara R Lafever

Printed Name: Cara R Lafever

Notary Public for the State of Montana

Residing at: Bigfork

My Commission Expires: 01-04-2017



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Unit No. A, Sunrise Terrace Homes, a residential condominium according to the Declaration of Unit Ownership for Sunrise Terrace Homes, recorded August 10, 2004 as Doc. No. 2004-223-08150, records of Flathead County, Montana, and any amendments thereto, being located on the following tract of land:

Lot 10 of Block 9 of Crestview Eighty No. 2, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Stephen and Jana Felt

Signature: [Signature] Date: 4/17/13

Signature: [Signature] Date: 4/17/13

STATE OF MONTANA)

: ss

County of Flathead)

On this 17th day of April, 2013, before me, a Notary Public for the State of Montana, personally appeared Stephen Felt who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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



Mary Ann Quist
Notary Public for the
State of Montana
Residing at: Bigfork, MT
My Commission Expires:
September 9, 2013

[Signature]
Printed Name: Mary Ann Quist
Notary Public for the State of Montana
Residing at: Bigfork MT
My Commission Expires: Sept 9 2013



STATE OF MONTANA)

: SS

County of Flathead)

On this 17th day of April, 2013, before me, a Notary Public for the State of Montana, personally appeared Jana Felt who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Mary Ann Quist

Printed Name: Mary Ann Quist

Notary Public for the State of Montana

Residing at: Bigfork

My Commission Expires: Sept 9 2013



Mary Ann Quist
Notary Public for the
State of Montana
Residing at: Bigfork, MT
My Commission Expires:
September 9, 2013

HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Unit 1 of Church Street Condominiums, being located on the following described tract of land:

Lot 1, Block 8, of Crestview Eighty No. 2, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Joel and Tiffany Hagen

Signature: Joel Hagen Date: 4-22-13
Signature: Tiffany Hagen Date: 4/19/13

STATE OF MONTANA)

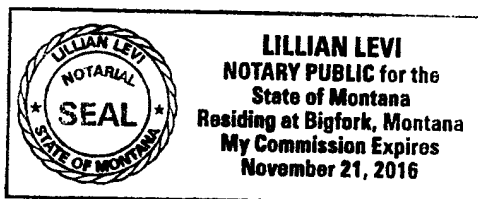
: ss

County of Flathead)

On this 22 day of April, 2013, before me, a Notary Public for the State of Montana, personally appeared Joel Hagen who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Lillian Levi
Printed Name: Lillian Levi
Notary Public for the State of Montana
Residing at: Bigfork, MT
My Commission Expires: 11/21/2016



STATE OF MONTANA)

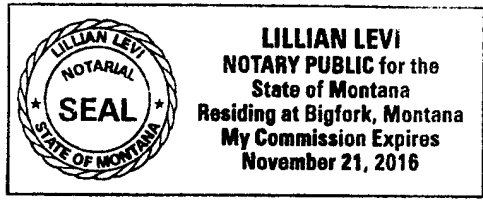
: SS

County of Flathead)

On this 19 day of April, 2013, before me, a Notary Public for the State of Montana, personally appeared Tiffany Hagen who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Lillian Levi
Printed Name: Lillian Levi
Notary Public for the State of Montana
Residing at: Bigfork, MT
My Commission Expires: 11/21/2016



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Lot 7 of Block 9 of Crestview Eighty No. 2 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Shannon Hektner
Signature: Shannon Hektner Date: 5/03/2013

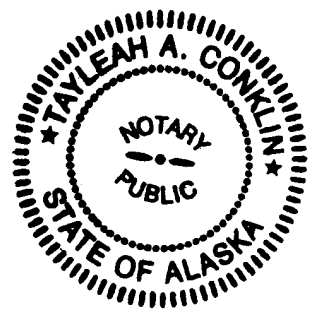
STATE OF ~~MONTANA~~)
Alaska) : ss

County of ~~Flathead~~)
Anchorage)

On this 3rd day of May, 2013, before me, a Notary Public for the State of Montana, personally appeared Shannon Hektner who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

Tayleah A. Conklin
Printed Name: Tayleah Conklin
Notary Public for the State of ~~Montana~~ Alaska
Residing at: Anchorage
My Commission Expires: 4/1/2016



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 as set forth above.

Owner of Property Legally Described As: Unit No. C, Sunrise Terrace Homes, a residential condominium according to the Declaration of Unit Ownership for Sunrise Terrace Homes, recorded August 10, 2004 as Doc. No. 2004-223-08150, records of Flathead County, Montana, and any amendments thereto, being located on the following tract of land:

Lot 10 of Block 9 of Crestview Eighty No. 2, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Property Owner(s): Allison Reines

Signature: [Handwritten Signature]

Date: 5/6/13

STATE OF MONTANA)

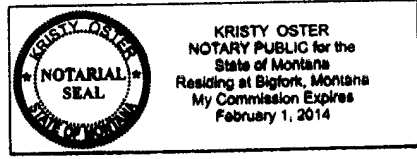
: ss

County of Flathead)

On this 6 day of May, 2013, before me, a Notary Public for the State of Montana, personally appeared Allison Reines who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

[Handwritten Signature]
Printed Name: Kristy Oster
Notary Public for the State of Montana
Residing at: Bigfork
My Commission Expires: Feb 1, 2014



HOMEOWNERS

Consent and approval is hereby given to the Amendment to Declaration of Conditions, Covenants and Restrictions of Crestview Eighty NO. 2 to release Lot 2 Block 10 from Crestview 80 Homeowners Association.

Owner of Property Legally Described As: Unit No. 107 of Church & O'Brien Condominiums, a residential condominium, according to the Declaration of Unit Ownership for Church & O'Brien Condominiums, recorded July 24, 2003 as Document # 200320512050 in the records of the office of the Clerk and Recorder of Flathead County, Montana, and any amendments thereto.

Property Owner(s): Bolivar and Olga La Toree

Signature: Bolivar La Toree Date: May 2nd, 2013

Signature: Olga La Toree Date: MAY 2, 2013

XX STATE OF MONTANA)	REPUBLIC OF ECUADOR)	
	PROVINCE OF PICHINCHA)	
	XX CITY OF QUITO)	:SS
XX County of Flathead)	EMBASSY OF THE UNITED)	
	STATES OF AMERICA)	

On this 2nd day of May, 2013, before me, a Notary Public for the ~~State of Montana~~, personally appeared Bolivar La Toree who is known to me personally or has shown proper identification and acknowledged the foregoing instrument.

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

[Handwritten Signature]

Printed Name: MARIA SAUGAR-VELASCO
 PROFESSIONAL ADJUDICATION SPECIALIST
 Notary Public for the State of Montana
 U.S. EMBASSY QUITO, ECUADOR
 Residing at _____
 My Commission Expires: INDEFINITE

[Notary Seal: CONSULAR SERVICE OF QUITO, ECUADOR]



STATE OF MONTANA)	REPUBLIC OF ECUADOR)	
	PROVINCE OF PICHINCHA)	
County of Flathead)	CITY OF QUITO)	:SS
	EMBASSY OF THE UNITED)	
	STATES OF AMERICA)	

On this 2ND day of MAY, 2013, before me, a Notary Public for the State of Montana, personally appeared Olga La Toree who ~~is known to me personally~~ has shown proper identification and acknowledged the foregoing instrument.

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



Printed Name: MARIA SAUGAR-VELASCO
 PROFESSIONAL ADJUDICATION SPECIALIST
~~Notary Public for the State of Montana~~
 U.S. EMBASSY QUITO, ECUADOR
 Residing at: _____
 My Commission Expires: INDEFINITE