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After recording return to:
Sullivan, Tabaracci & Rhoades, P.C.
Chris Johnson
1821 South Ave West
Missoula, MT 59801

DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS
AND EASEMENTS FOR
NATURE VIEW ESTATES

This declaration is made this 28th day of December, 2005, by Jeff Hollenback and Kori Hollenback of Missoula, Montana, referred to herein as "Declarant."

ARTICLE I: GENERAL PROVISIONS

1.1 Real Property Description. Declarant is the owner and developer of all that real property located in Missoula County, Montana, described as Tract 6-A of COS 2724, records of Missoula County, Montana, and more particularly identified in the recorded Plat for said property composed of eight (8) Lots and common area, and sometimes referred to below as the "Property" and sometimes referred to below as "Nature View Estates."

1.2 Development. Declarant intends to develop and market the Property as separate Lots for single family home purposes. Upon Recording of this Declaration, Declarant submits and subjects the Property, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto (all of which constitute a part of The Property as hereinafter defined), to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights contained herein, all of which shall run with the land.

1.3 Conditions. Any plans for development of the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, in its sole discretion, and impose no obligations on Declarant as to how said real property is to be developed or improved. Any purchaser of a Lot within the Property acknowledges that said Lot is subject to zoning and subdivision ordinances and regulations and such other governmental ordinances and regulations, and approvals hereunder as may be in effect or as may from time to time be imposed. Said purchaser acknowledges it is solely the purchaser's obligation to become familiar and comply with the same.

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ARTICLE II: DECLARATION

Declarant hereby declares that the Property, and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale thereof, and to enhance the value, desirability and attractiveness thereof. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in said real property or any Lot, parcel or portion thereof; shall inure to the benefit of and be binding upon Declarant, Declarant's successors in interest and each grantee or owner and such grantee's or owner's respective successors in interest, and may be enforced by Declarant, by any owner or such owner's successors in interest, and by the homeowner's association, against any other owner, tenant or occupant of said real property.

Notwithstanding the foregoing, no provision of this Declaration shall be construed so as to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities (temporary or otherwise) on any portion thereof, nor Declarant's right to post signs incidental to construction, sales or leasing, nor Declarant's right to modify plans for the Property.

ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" shall mean the committee created by the Declarant or an Association pursuant to Article IX hereof, and may be referred to herein as the "Committee."

3.2 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

3.3 "Assessments" shall mean those payments required of Owners or Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

3.4 "Association" shall mean the Nature View Estates Homeowners Association, a Montana non-profit corporation, its successors and assigns, established by Declarant to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration.

3.5 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

3.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

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3.7 "Building Lot" or "Lot" shall mean one or more lots within a Parcel as specified or shown on any Plat and/or by any Supplemental Declaration, upon which improvements may be constructed. With respect to Association voting rights, Lot shall also mean a lot so specified on any final plat or on any preliminary plat of the Property.

3.8 "Bylaws" shall mean the Bylaws of the Association.

3.9 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the Owners. Common Area may be established from time to time by Declarant on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Common Area may include easement and/or license rights.

3.10 "Declarant" shall mean Jeff Hollenback and Kori Hollenback, the owners of the Property as of the date of execution of this Declaration. The term "Declarant" shall also include the successors in interest of the Declarant, so long as such successor is expressly designated as the successor Declarant by the immediately preceding Declarant.

3.11 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.12 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.13 "Member" shall mean each person or entity holding a membership in the Association.

3.14 "Owner" shall mean the person or other legal entity, including Declarant, which acquires fee simple interest of record to a Lot which is covered by this Declaration, as well as purchasers under real estate contracts.

3.15 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.16 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded in Missoula County, Montana, as the same may be amended by duly recorded amendments thereof.

3.17 "Property" shall mean the Property described in Tract 6-A of COS 2724, records of Missoula County, with said Property further described and identified in the recorded Plat. The Property may be expanded in the future to include, in Declarant's sole discretion, additional property in addition to that described herein, as may be annexed by means of one or more Supplemental Declarations.

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3.18 "Regular Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration or a Supplemental Declaration.

3.19 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.20 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property or additional real property or improvements which may be made part of the Property as provided herein.

ARTICLE IV: ARCHITECTURAL CONTROL AND RESTRICTIONS

4.1 Structures - Generally. All structures, except for those existing structures located on Lot 1 of the Plat for Nature View Estates are to be designed and constructed in such a manner as shall be compatible with this Declaration, and shall meet the following minimum standards. Improvements and modifications to the existing structures on Lot 1 shall make all efforts to comply with these architectural control provisions, and use provisions shall also apply to Lot 1 except as otherwise noted herein.

4.1.1 Use, Size and Height of Dwelling Structure. Except as may be expressly provided in this Declaration, all Lots shall be improved and used solely for residential purposes. No Lot shall be improved, except with a single family dwelling unit designed to accommodate no more than a single family and occasional guests, and such other improvements as are necessary or customarily incident to a single family residence. A single family residence may be a one story, one and one-half story or two story structure. A basement or daylight basement shall not be counted as a story in determining compliance with this section. The ground floor area of the residential structure located on a Lot shall be not less than 1,800 square feet for a one story house and 2,000 square feet of above-ground living area for a one and one-half or two story house.

Subject to the provisions of Section 4.2.18 below, no dwelling unit shall be used for any purpose other than as a single-family residence, and no gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot. Provided, however, nothing in this Declaration shall prevent the rental of property by an Owner for residential purposes on a long- or short-term basis, nor from using a portion of the residence for in home office purposes, so long as such use does not result in an increase in traffic to the residence, excepting occasional deliveries.

4.1.2 Outbuildings. Outbuildings, including storage sheds, may be constructed if approved by the Architectural Control Committee, but in no event shall any outbuilding, storage shed or the like exceed 800 square feet. Any outbuilding placed on a Lot shall also comply with the consistent architectural themes and criteria identified in section 4.1.4. Provided that, one of the existing barns located on Lot 2 may be moved to

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Lot 1, and be exempt from the square footage limitation identified above, but not deemed exempt from any maintenance provisions contained herein.

4.1.3 New Construction; No Manufactured Homes. All homes within the Property shall be newly constructed on-site. No mobile, manufactured or modular homes shall be permitted on any Lot, nor may any trailer or recreational vehicle be occupied.

4.1.4 Architectural Committee Review. No construction, alterations, repairs, excavation, grading, landscaping, tree removal or other exterior work which will be visible above ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other property, artistic conformity to the terrain and the other improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, may deem relevant.

4.2 Covenants, Conditions, Restrictions and Easements Applicable to Lots. The following covenants, conditions, restrictions and reservation of easements and rights shall apply to all Lots and the Owners thereof (except those owned by the Declarant), and excepting the two habitable dwellings that exist on Lot 1, but only for so long as such dwellings are continuously used and maintained:

4.2.1 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

4.2.2 No Further Subdivision. Subject to the rights reserved in paragraph 4.2.18 below, no finally platted Lot, inclusive of Lot 1, may be further subdivided, nor may any easement or other interest therein be granted that might affect a subdivision or dividing of said Lot.

4.2.3 Signs. No sign of any kind shall be displayed to the public view, except: (1) such signs as may be used by Declarant in connection with the construction, development, management or administration of the Property and sale of Lots and/or improvements thereon; (2) temporary construction signs used by Builders for customary notices to the public and advertising; (3) temporary "For Sale," "For Rent" and similar signs; (4) such signs as may be required by legal proceedings or as required under Montana state law; and (5) signs pertaining to any political campaign or ballot issue, but only for a period of thirty (30) days prior to the election to which the sign pertains. In any event, no signs shall be posted or installed within the Nature Drive easement corridor.

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Each Owner will, in accordance with applicable provisions of Association Rules, be permitted to have one "For Sale," "For Rent" or similar sign or notice upon an Owner's Lot. Provided no such sign shall be larger than six (6) square feet, unless permitted by the Architectural Committee.

4.2.4 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any portion of the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All garbage shall be stored in containers of metal, plastic, or other suitable material which have sufficiently tight-fitting covers to prevent the escape of noxious odors and to prevent entrance by animals, and secured to prevent spillage due to winds or animals. Trash receptacles shall be kept in screened or not visible locations or indoors, except on garbage collection day, when they may be placed in a location convenient for pickup. Such garbage or refuse must be collected at least once each week by a local garbage collection firm.

No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association.

4.2.5 Exterior Maintenance; Owner's Obligations. No improvement shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair, including but not limited to painting and repairing the structure, maintaining any lawn and the entire Lot to preclude weeds, underbrush and other unsightly objects to accumulate or remain on the Lot. In the event that any Owner shall permit any improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or so as to damage adjoining property or facilities, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property shall be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including reasonable attorneys' fees.

4.2.6 No Hazardous Activities. No activities shall be conducted on the Property, and no improvements constructed on any portion of the Property which are or might be unsafe or hazardous to any person or property.

4.2.7 No Temporary Structures. No house trailer, mobile home (other than for short term individual use during construction which shall not exceed thirty days unless approved by the Architectural Committee), tent, shack or other temporary building,



improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by Declarant for the Property.

4.2.8 No Unscreened Items. No garbage cans, trash containers, firewood, boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, trucks exceeding one (1) ton capacity, semi-tractors, semi-trailers, bicycles, dilapidated or unrepaired and unsightly vehicles or similar items, vehicles or equipment shall be placed or parked upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. Excepting that, functioning vehicles, travel trailers, utility trailers, campers, and trailered snowmobiles and boats may be parked on the street or driveway for not more than 24 hours.

4.2.9 Animals/Pets. No large animals, insects, exotic animals, pigeons, poultry or livestock shall be kept on the Property, and no other animal shall be kept on the Property unless the presence of such creatures does not constitute a nuisance, and does not otherwise violate any further conditions of this paragraph. No animals may be commercially raised on the Property. Lot Owners shall be entitled to keep of up to three (3) domesticated pets, primarily described as dogs and/or cats, and other common household pets, such as fish kept in aquariums and small birds or rodents kept indoors in cages, which do not unreasonably bother or constitute a nuisance to others. Pet food should be stored indoors or in animal-resistant containers in order to avoid attracting wildlife such as bears, mountain lions, skunks, raccoons, etc. When feeding pets, do not leave food out overnight. Consider feeding pets indoors so that wild animals do not learn to associate food with your home. Pets must be confined to the house, in a fenced yard, or in an outdoor kennel area when not under the immediate control of the owner and not be allowed to roam as they can chase and kill big game and small birds and mammals. Under current state law, it is illegal for dogs to chase hooved game animals. The owner of the dog may also be held personally responsible. (MCA 87-3-124.) Dogs must be kept on a leash along Nature Court and Nature Drive.

4.2.10 Landscaping and Fences. At a minimum, within nine (9) months of completion for occupancy of the home constructed on their Lot, all Lot Owners shall seed lawns, plant and landscape the entire Lot.

No fence may be located nearer to the street than the back of the foundation of the dwelling erected on the Lot. All fences shall be constructed of either chain link, wood, vinyl, or natural vegetation. No fence may be higher than six feet above the ground. All fences shall be approved by the Architectural Control Committee for height, type, design and location.

Fencing is optional. No barbed wire fencing is allowed in the Property. If the owners of Lots 4, 5, 6, 7 and 8 choose to install fencing, the western boundary fence (and north and east for Lot 5) cannot be placed any further west than as shown in Exhibit "A". Said fencing restrictions may also apply to the common area. The intent of this restriction is to preclude fencing across the irrigation ditch(es) to allow for wildlife movement and ease of ditch maintenance.



4.2.11 Utilities, Wiring, and Antennas. All utility service lines shall be located underground. Except as may be provided in Section 4.2.18, no radio, television or other antennas of any kind or nature, or device for reception or transmission of radio, microwave, or other similar signals which exceeds one meter in diameter, shall be placed or maintained upon any Lot unless in accordance with the Guidelines and specifically approved by the Architectural Committee. To the extent reasonably practicable, any permitted device shall be placed to minimize its visibility from any street or road, unless doing so would impair its operation. The Owner of each Lot shall pay all utilities and utility connection costs, including those for television cable and the cost of water meter(s) used on each Lot.

4.2.12 Wood Burning Devices. Wood burning devices of any type shall be subject to the regulatory requirements for the installation, use, and maintenance as specified by applicable building codes and requirements. This includes, but is not limited to, fireplaces, wood burning stoves, pellet stoves, fireplace inserts or similar devices.

4.2.13 Irrigation. The property no longer has any irrigation rights to either of the existing irrigation ditches crossing the property, and as shown on the Plat. Access to or disturbance of the ditches, or the water within the ditches, by the Owners is prohibited. The second shown irrigation ditch (not the Maclay Lolo Irrigation Ditch) shall be placed underground, as located on the Plat. No landscaping shall be placed in a manner that might interfere with these irrigation ditches. All Owners are on notice that access rights in favor of the owner(s) of the irrigation rights for maintenance and repair of the irrigation ditches exist in conjunction with these features.

All watering of lawns and landscaping shall be by sprinkler or drip irrigation. No open hose or flood-type irrigation or watering of landscape features shall be permitted.

4.2.14 Weed Control. The Owner of each Lot shall maintain his Lot in conformity with the Montana County Weed Control Act and the Missoula County Noxious Weed Management Plan. In addition, each Owner shall be responsible for the control of noxious weeds and vegetation on the entirety of such Owner's Lot. Lot Owners shall revegetate any ground disturbance caused by construction or maintenance with beneficial species at the first appropriate opportunity after construction or maintenance is completed. These provisions shall also apply to the Association and to the common area.

4.2.15 Mining. No mining or mineral removal activity, including the removal of gravel or sand except for minor landscaping purposes shall be permitted by an Owner on any Lot, common area or roadway within the Plat.

4.2.16 Wildlife. Homeowners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, properly storing garbage, pet food, livestock feed and other potential attractants. Homeowners must be aware of potential problems associated with the occasional presence of wildlife such as deer, elk, bears, mountain lions, wolves, skunks, and raccoons. The following covenants along with the nuisances and animal/pets sections, are designed to minimize problems with wildlife and will help minimize problems homeowners could have with wildlife as well as helping homeowners protect themselves, their property, and the wildlife that Montanans value.

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a. There is potential for vegetation damage by wildlife, particularly from deer feeding on lawns, gardens, flowers, ornamental shrubs and trees in Nature View Estates. Homeowners should be aware of this potential damage. They should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation with fencing, netting, and repellants to avoid problems. Homeowners should consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.

b. Do not feed wildlife or offer supplements such as salt blocks, attractants, or bait for deer or other wildlife. Feeding wildlife results in unnatural concentrations of animals that could lead to overuse of vegetation, disease transmission. Such actions unnecessarily accustom wild animals to humans which may be dangerous to both. Montana State law (MCA 87-3-130) prohibits providing supplemental feed attractants resulting in a concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety. Homeowners must be aware that deer may attract mountain lions.

c. Compost piles can attract skunks, raccoons, and bears. Compost piles should be avoided or if used, built to be wildlife-resistant or kept indoors.

d. Barbeque grills should be stored indoors. Food spills and smells on the grill may attract bears and other wildlife.

e. Owners should consider boundary fencing no higher than 3.5 feet at the top rail/wire and no lower than 18 inches at the bottom rail/wire in order to facilitate wildlife movement and avoid animals becoming entangled or injuring themselves jumping a fence.

f. Gardens, fruit trees and orchards attract wildlife; produce should be harvested when ripe to prevent odor from rotting vegetation attracting bear or skunk. To help keep wildlife such as deer out of gardens, fences intended to prevent entry should be eight (8) feet or higher. Netting over gardens help deter birds. Fruit trees can attract wildlife such as deer or bears, and all fruit should be picked and rotting fruit not allowed to collect under trees.

g. Bird feeders attract bear and homeowners should consider not using them from April through October. If used, bird feeders should be suspended a minimum of 20 feet above ground; be at least 4 feet from any support poles or points; and should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.

h. Montana Fish Wildlife & Parks located at 3201 Spurgin Road, Missoula, MT. may be consulted for further information on living with wildlife in rural Montana, and has available a pamphlet that can help homeowners "live with wildlife."

4.2.17 Boulevard Maintenance. Within nine (9) months of completion for occupancy of a home constructed on Lots 2, 3, 4, and 5, and within 9 months of recording of the Plat relative to Lot 1, the Owner shall plant grass on and otherwise landscape the boulevard area between the footpath and Nature Court. Thereafter, the

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Owners shall maintain the sidewalk, grass, and landscaping within the boulevard area adjacent to each Lot, including proper watering and mowing. Such landscaping of Lots 5, 6, 7, and 8 over the IPE (irrigation pipeline easement) as shown on the plat, should avoid the planting of trees and other landscaping with root systems that might interfere with or damage said irrigation pipeline. Said Lot owners are advised that should maintenance or repair be required of the irrigation pipeline, existing landscaping may necessarily be removed to effectuate such maintenance or repair.

4.2.18 Exemption of Declarant. Nothing contained herein shall limit the right of Declarant to subdivide or re-subdivide any portion of the Property, including Common Areas, to grant licenses, to reserve rights-of-way and easements to utility companies, public agencies or others, as reasonable or appropriate, in the discretion of the Declarant, the right to locate, install, erect, construct, expand maintain and use or authorize the same relative to waterlines, drains, sewer lines, electric lines, telephone lines and other utilities, in the development, completion or marketing of the Property, providing that such rights and uses are harmonious with the development. Such rights are specifically reserved to the Declarant until all Lots are sold to third parties other than the Declarant or any successor Declarant.

4.2.19 Conveyances to and from Municipalities. The Board shall have the power to convey any Common Area to any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities or any other individual or entity and to hold such property interest as Common Area.

4.2.20 Address Signs. Each residence must install an address sign at least six (6) inches in height made of a reflective material that is clearly visible from the street.

4.2.21 Parking Restrictions. No on-street parking is allowed on Nature Court, unless for an infrequent event at a residence where guests are invited, in which case vehicles shall be parked on one side of the street only, in a manner that will not impede two-way traffic. No vehicles may be parked on Nature Drive.

4.2.22 Vehicle Restrictions. No non-licensed vehicles, ATVs, snowmobiles, motorcycles or other recreational or sport vehicles may be driven on Nature Court or Nature Drive.

4.2.22 Radon Mitigation. The Environmental Protection Agency has designated Missoula County as having a high radon potential (Zone 1). All residences should incorporate passive radon mitigation systems into the design.

ARTICLE V: NATURE VIEW ESTATES HOMEOWNERS ASSOCIATION

5.1 Organization of Nature View Estates Homeowners Association. Nature View Estates Homeowners Association, the "Association", shall be initially organized by Declarant as a Montana non-profit corporation under the provisions of the Montana Code relating to general non-profit corporations and shall be charged with the duties and

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invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association, shall be appurtenant to the Parcel, Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. The recording of any deed or conveyance of fee title to the property shall be prima facie evidence of acceptance of this transfer of Membership by the receiver of the interest transferred. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members, including Declarant, who shall cast the votes attributable to the Lots which they own. The number of votes such Member may cast on any issue is determined by the number of Lots which the Member owns. As of the date hereof, the Property, in accordance with the Plat, consists of eight (8) Lots. Provided, each Lot Owner other than the Declarant shall have one vote for each Lot owned, and the Declarant shall have seven (7) votes for each Lot then owned by Declarant. When more than one person holds an interest in any Lot, all such persons shall share the vote attributable to the Lot, and a fractional vote will not be allowed. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy to any person.

5.4 Power and Duties of the Association. The Association shall have the powers of a corporation organized under the corporation laws of the State of Montana applicable to non-profit corporations, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Montana law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, and the affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.4.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.4.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.4.3 Delegation of Powers. The authority to delegate its power and duties to committees, provided any such committee shall contain at least two



Directors of the Association; and to contract for the maintenance, repair, replacement and operation of the Common Area.

5.4.4 Licenses, Easements and Rights-of-Way. Except as reserved to Declarant, the power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.4.4.1 Lines, cables, wires, conduits or other devices for the transmission or provision of electricity or electronic signals for lighting, heating, power, telephone, television, communications or other purposes;

5.4.4.2 Sewers, storm drains, underground irrigation pipes, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

5.4.4.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years following execution of this Declaration.

5.4.5 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of all improvements within any portion of the Common Area. The Association shall also maintain the water storage tank for any existing fire suppression system, along with any well that might serve and supply said tank. The Association shall also maintain and keep in good working order any stormwater catch basin that exists on the Common Area. The Association, however, shall not be responsible for the maintenance or repair of any septic drainfield that may be located within the common area.

5.4.6 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.4.7 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Association and/or any other property owned by the Association.

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Such taxes and Assessments may be contested or compromised by the Association, in its discretion.

5.4.8 Water and Other Utilities. Acquire, provide and/or pay for water, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to manage all domestic, irrigation and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.4.9 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Montana, and maintain in effect any insurance policy the Board, in its discretion, deems necessary or advisable, including, without limitation fire and casualty insurance, public liability insurance, directors' and officers' liability insurance, and such other insurance, including motor vehicle insurance and Worker's Compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonest of any employee or other person charged with the management or possession of any Association funds or other property.

5.4.10 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration, provided, at least two Directors of the Association shall serve at all times on this Committee.

5.4.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recording of any claim of lien with the Missoula County Clerk and Recorder, as more fully provided herein.

5.5 Personal Liability. To the fullest extent permitted by law, no Member of the Board, member of any committee of the Association, officer of the Association, the Declarant, nor the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the released persons, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct. If a released person has so acted, the Association shall indemnify and hold harmless said person from any damage, loss or prejudice aforesaid, including actual defense costs and attorney's fees.

ARTICLE VI: RIGHTS TO COMMON AREAS

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6.1 Use of Common Area. Every Owner shall have a right to use the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

6.1.1 The right of the Association, as it may hold or control such Common Area, to levy and increase Assessments;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area (but not including access to private roads and paths within the Property) by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association Rules; and

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by this Declaration.

6.1.4 The right of the Association or the Declarant, to create easements and construct improvements on all Common Areas, including but not limited to providing utility and private drainfield or drainfield access, private streets, crossings, walkways, trails and other recreational improvements deemed desirable by the Association and/or Declarant.

6.1.5 The right of the Association to regulate and restrict development and improvements contained in Irrigation Easements and Areas of Riparian Resources, as identified on the Plat for Nature View Estates. Improvement and non-natural landscaping is prohibited in these designated areas. Said areas are identified on the Plat, in the Attached Exhibit "B" map and in the attached Exhibit "B" Riparian Resource Management Plan.

6.2 Designation of Common Area. Declarant shall designate and reserve Common Area in this Declaration, and Declarant shall have authority to add to such Common Area through Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

6.3 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed or real estate contract to any property in Nature View Estates, each Owner of such property

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hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he or she remains an Owner.

7.2 Regular Assessments. All Owners, not including the Declarant, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all improvements located on such areas owned and/or managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements for the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expense").

7.2.2 Computation of Regular Assessments. The regular assessment for 2004 shall be as assessed by the initial Board of Directors. During that year only, Declarant shall pay any shortfall in meeting actual amounts required in connection with obligations to be paid by regular assessments, without provision for any reserve fund accumulation. Thereafter, the Association shall compute the amount of its expenses on an annual basis. The computation of Regular Assessments for 2005 and thereafter shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, for any given fiscal year after 2004 shall be computed as follows: Each Owner, other than the Declarant, shall be

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assessed and shall pay an amount computed by multiplying the Association's total advance estimate of expenses by the fraction produced by dividing the finally platted Lots attributable to the Owner by the total number of finally platted Lots in the Property.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. Pursuant to the obligation of Declarant in Section 7.2.2 to cover assessment requirements above the amount specified for Owners, there shall be no special assessments required of any Owners through the end of 2005. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year after 2004 is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment against the Property which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the association for the fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of the governing instruments for Nature View Estates, including any actual costs, consultant charges and attorneys' fees. This shall expressly include the authority to levy assessments against any Lot Owner in violation of any of the requirements imposed on such Lot Owner under this Declaration. Such assessment may be made in an amount up to fifty dollars (\$50.00) per day (or its equivalent value as compared with January 1, 2006 dollars, as adjusted periodically by the Board in its reasonable discretion), for each violation which remains uncorrected after thirty (30) days' written notice given to such Owner from the Association.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Lot for all members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period, the "fiscal year", shall commence on January 1 of



each year and terminate December 31 of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in advance.

7.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any person in possession of such Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at ten percent (10%) per annum calculated the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Lot.

7.8 Estoppel Certificate. The Association, upon at least five (5) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Lot is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws of the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular assessment, shall be sent to all Members of the Association and to any person in possession of a Lot in the applicable Tract, not less than fifteen (15) days nor more than fifty (50) days before such meeting. At the first such meeting called, the presence of the Members or of proxies entitled to cast fifty percent (50%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be forty percent (40%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENTS; LIENS; PROCEEDINGS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an

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Owner of such Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such assessments by commencement and maintenance of a suit pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including costs and reasonable attorney's fees incurred. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recording on of a claim of lien with the Missoula County Clerk and Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recording of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Missoula County Clerk and Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Montana Code applicable to the exercise of powers of sale permitted by law, as though the Association were a beneficiary designated under a trust indenture. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Montana as trustee for the purpose of conducting such sale or foreclosure.



8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after the following have been completed: a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid to the Owner of the Lot(s) described in such notice of delinquency and claim of lien; and to the person in possession of such Lot(s), and a copy thereof is recorded by the Association in the Office of the Missoula County Clerk and Recorder.

8.5 Subordination to Certain Trust Deeds and Mortgages. The lien for the Assessments provided for herein in connection with a given Lot shall be subordinate to the lien of a deed of trust or mortgage given and made in good faith and for value that is of record as an encumbrance against an Owner's Lot prior to the recording of a claim of lien for any Assessments. Except as provided in this paragraph with respect to a trustee or mortgagee who acquires title to or a security interest in a Lot, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recording of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

ARTICLE IX: ARCHITECTURAL COMMITTEE

9.1 Creation. The Association shall have an Architectural Committee consisting of three individual Lot Owners (excluding co-owners of a Lot), at least two (2) of whom shall also be members of the Board. Declarant shall initially constitute the Architectural Committee until such time as Declarant may appoint owners in writing.

9.2 Design Guidelines. The Architectural Committee shall have the right to establish reasonable procedural rules, regulations, restrictions, architectural standards and design guidelines (the "Design Guidelines"), which the Architectural Committee may, from time to time in its sole discretion, amend, repeal or augment. The Design Guidelines are incorporated herein and shall be deemed to be a part of the Declaration and shall be binding on all Owners, Members and other Persons as if expressly set forth herein. A copy of the current Design Guidelines shall at all times be a part of the Association's records.

9.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of improvements shall be submitted for Architectural Committee review and approval. The Board may determine by rule or other written designation that a fee need be paid in conjunction with any application for review to the Architectural Committee.

9.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) calendar



days after filing all materials required by the Architectural Committee, failing which, the application shall be considered approved.

9.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

9.6 Appeal. Any Owner may appeal in writing the decision of the Architectural Committee. The appeal shall be filed with the Association ten (10) days after the decision. Said appeal shall state the decision appealed from and the reasons therefor. The appeal shall be heard by the Board within thirty (30) days. If no appeal is filed within the aforesaid ten (10) days, the decision of the Architectural Committee shall be final.

ARTICLE X: EASEMENTS

10.1 Easements of Encroachment: There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to minor unintentional wrongful placement or settling or shifting of the improvements including but not limited to structures, walkways, paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the improvements. Provided, however, in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

10.2 Easements of Access: All Owners of Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to any private streets, cul-de-sacs and walkways. This easement shall run with the land. Such easements may be used by the Declarant, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Common Area.

This right of access shall also include access by Owners, their tenants and assigns, to the Common Area across the easement located on Lot 3, as shown on the recorded Plat. Such access shall be only for pedestrian or non-motorized vehicles; provided that powered vehicle and equipment access is allowed to the Association and to the Owner of Lot 5, and their retained contractors and/or employees, to perform work in the Common Area, and on the Lot 5 septic drainfield, respectively.

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10.3 Drainage and Utility Easements. Declarant expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots, and Common Areas, resulting from the normal use of adjoining Lots or Common Areas, and for necessary maintenance and repair of any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Said drainage, and utility easements, including that for drainfield for Lot 5 and any water catch basin are shown on the face of the Plat. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property to an Owner.

10.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Lots are hereby restricted and enjoined from constructing any improvements upon any drainage or utility easement areas as shown on the Plat of Nature View Estates or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose. Provided, however that the Owner of such Lots and the Declarant, the Association or designated entity with regard to the landscaping easement described in this Article, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes. Provided further, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot whose improvements were so damaged.

10.4 Roadway and Utility Easements. Declarant does hereby declare and set forth these easements, covenants, and conditions to run with the lands described herein, which easements, covenants, and conditions shall be binding upon all parties and persons claiming an interest in any of the property described hereafter, and which easements, covenants, and conditions shall be for the benefit of and limitations upon all future owners, and being for the purpose of providing reasonably necessary access and services and keeping said real estate desirable, uniform, and suitable for the uses as specified herein.

10.4.1 Purpose and Description of Easement. The purpose of creating and granting the Roadway and Utility Easement described below, is to permit the Owners of said property, their assigns or transferees, to have reciprocal access, ingress and egress, over, under and across a 50 foot wide roadway easement identified as Nature Court, which center line is shown on the Plat for Nature View Estates, which easement connects to that private easement identified on the Plat as Nature Drive, and connecting to Kimwood Drive. This easement is created with mutual grants between said Lots as shown on the

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Plat, to provide an easement corridor for ingress and egress and for utilities servicing each Lot, and includes sidewalks as may be established. The location of public utility and irrigation pipeline and ditch easements are also shown on the Plat.

10.4.2 Duration. The Easements created and granted herein shall be perpetual; or until such time roadways identified herein may be improved to county standards and said roadways are expressly accepted by the county or other municipality for maintenance, then the maintenance covenants will cease to be of force and effect, or until such time as this easement may be dedicated to the county or other municipality.

10.4.3. Beneficial Interest. The Easements created and granted herein are for the benefit of the owners of all or any portion of the above-described property, and for the benefit of any utility providers which may serve said properties for domestic purposes. Declarant herein expressly reserves the right to make further grant of the existing easement access, and to provide access to additional properties owned by Declarant so long as Declarant owns any portion of the property described herein, and so long as such additional users are bound by and participate in this agreement.

10.4.4. Maintenance and Development. No current nor subsequent Owner shall cause the placement of any structures or other physical improvements which in any way obstruct any portion of the Road without the prior written consent of the other Owners. No gate may be constructed on this roadway.

No use of the Road by any Owner may materially interfere with the use of the Road by the other Owner. Each Owner agrees to indemnify, hold harmless, and defend the other Owner from any and all liabilities, causes of action, losses, damages, demands and expenses (including, without limitation, attorneys' fees, court costs, and litigation expenses) of any kind or nature arising from the use of the Road by such Owner, or any employee, agent, or independent contractor of such Owner.

Declarant will bear the costs of completion of development of said roadway. All roadway installation contemplated herein shall meet any and all County standards and shall be performed in a good, workmanlike manner. The owner, owners, or Homeowners Association having or contracting for maintenance work done agree to indemnify and hold harmless the other owner(s) regarding any liens that may arise from such work. Excepting initial construction and development of this easement, Declarant shall retain no obligation for further maintenance of said roadway, and maintenance shall be the responsibility of the Homeowners Association.

The Declarant may, but is under no requirement to, be responsible for the costs associated with the installation of power, telephone, and water to the boundaries of the properties along the roadway described herein. A further easement is hereby created on Lot 1, for purposes of water line and well access, as shown on the Plat.

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10.4.5 Devises, heirs and assigns of Declarant may partially or totally assign this easement and rights created herein to any person(s), or any public or private entity, or utility purveyor as is necessary to secure utility service.

10.4.6 The Homeowners Association shall be responsible for the cost of maintaining said roadways, and such maintenance costs shall be addressed as other assessments as provided for herein. This responsibility for maintenance shall include the sidewalks, and include the roadway from the court at the terminus of Nature Court to the connection with Kimwood Drive. Decisions affecting the maintenance or improvements of the roadway and utility easements shall be made by the Directors of the Association or by such committee as may be properly constituted. Additionally, the Association shall routinely clean out the trash racks on the ends of the irrigation pipe, and will maintain and/or repair the irrigation pipe located within the Property.

10.4.7 County Requirements. By allowing a building permit to be issued for property having private access, Missoula County assumes no obligation of any kind or nature to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on said road. Owners hereby release Missoula County, and all its officers, employees and agents from any responsibility or liability for any damage whatsoever to the herein described lands and improvements thereon as a result of allowing building permits to be issued on property which is served by a private road.

10.4.8. Binding Affect and to Run With the Land. The easements and covenants created and granted herein are granted for the benefit of the parties stated above, and their heirs, successors, or assigns. In addition, said easements and covenants shall be binding upon the parties hereto, their heirs, successors or assigns, and shall run with the land during their term.

ARTICLE XI: MISCELLANEOUS

11.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run for a term of twenty (20) years from the date this Declaration is recorded, unless amended as herein provided. Thereafter, such covenants, conditions and restrictions shall be automatically extended for three successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by members holding at least seventy five percent (75%) of the voting power of the Association and such written instrument is recorded with the Missoula County Clerk and Recorder.

11.2 Amendment. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XI, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing at least seventy five percent (75%) of the votes in the Association, and such amendment shall be effective upon

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its recording with the Missoula County Clerk and Recorder. Any amendment to this Article XI shall require the vote or written consent of Members holding eighty-five percent (85%) of the voting power of the Association. Covenants herein relating to garbage, fencing, wildlife, riparian resource areas, domestic pets, and noxious weed control or re-vegetation may not be amended, modified, added to or deleted without the written consent of the appropriate governing body.

11.3 Trust Deed and Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any deed of trust or mortgagee under any mortgage covering a Lot, made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such deed of trust or mortgage, such Lot shall remain subject to this Declaration, as amended.

11.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

11.5 Enforcement and Non-Waiver.

11.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

11.5.2 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action by the Declarant, the Association or any Owner of a Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

11.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law or equity.

11.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

11.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

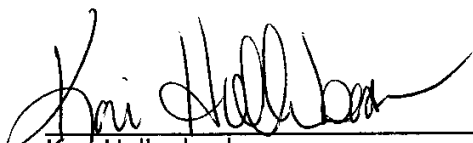
Covenants, Conditions, Restrictions and Easements
for Nature View Estates
24

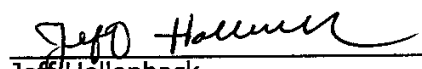


11.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Montana.

11.7 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

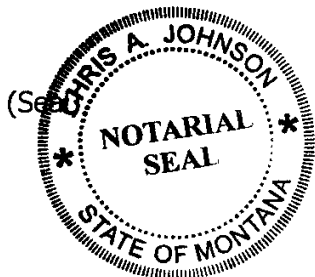
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of December, 2005.

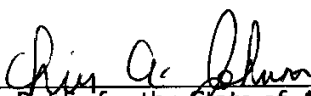

Kori Hollenback


Jeff Hollenback

STATE OF MONTANA }
COUNTY OF MISSOULA } ss.

This instrument was acknowledged before on the 28 day of December 2005, by Kori Hollenback and Jeff Hollenback.




Notary Public for the State of Montana
Residing at Missoula
My Commission expires: September 18, 2007
Name Printed: Chris A. Johnson

CHRIS A. JOHNSON
NOTARY PUBLIC for the State of Montana
Residing at Missoula, Montana
My Commission Expires Sept 18, 2007

Covenants, Conditions, Restrictions and Easements
for Nature View Estates
25



PROFESSIONAL
ENGINEERING
INCORPORATED
ENGINEERING, PLANNING, SURVEYING
1100 N. 10TH ST., SUITE 100
MISSOULA, MT 59802
PHONE: (406) 328-1100
FAX: (406) 328-1101
WWW.MTEI.COM

Exhibit "B"

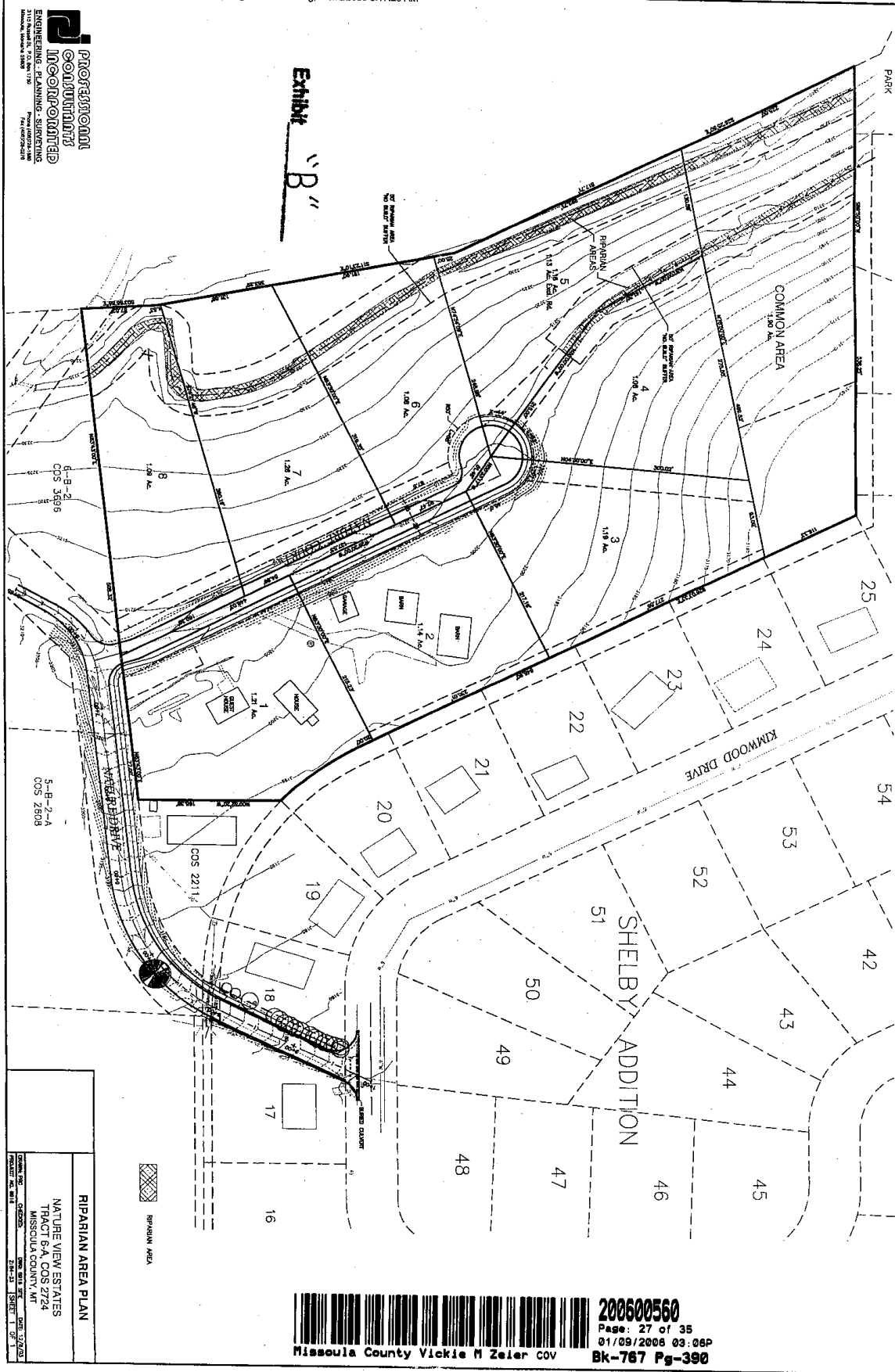


EXHIBIT "B"

RIPARIAN RESOURCE MANAGEMENT PLAN

Nature View Estates is located off of Kimwood Drive and Nature Drive approximately ½ mile south of Mormon Creek Road in the Northeast ¼ of Section 3, Township 11 North, Range 20 West in Lolo, Montana. The site lies on a property that slopes gently from it's southerly boundary to a more significant slope feature approximately 2/3 of the way into the site, where the grades increase to approximately 15% up to an existing irrigation ditch (Maclay-Lolo Ditch) along the western property boundary. The Maclay-Lolo Ditch is supplied from the waters of Lolo Creek, and traverses the property in a north-to-south direction of flow. A smaller irrigation ditch, the Lower Mormon Ditch, which draws its water from Mormon Creek, runs from north-to-south through the approximate center of the site. The riparian areas are located directly adjacent to the man-made irrigation ditches noted above, with no evidence of year-round riparian plant species in other locations, as the property has historically been maintained as pasture lands. Both ditches flow in from the adjoining parcel to the north, pass through this property, and then exit to the south where they continue on through adjacent properties.



Fig. 1: Looking north. Tree line to right along Lower Mormon Ditch.
Tree line to left along Maclay-Lolo Ditch.





Fig. 2: Looking south along the westerly property line showing Maclay-Lolo Ditch.

Geology and Soils

The surficial geology of this area, north of the Missoula Valley and south of the Jocko Valley, is described as a glacial outwash plain. There are also remnants of the glacial lake sediments that were deposited in this area. Streams cut through this surficial geology and deposited alluvial material. The sloping upland forest soils around the meadow formed from recent alluvium deposited over the outwash plain. Soils of the meadow are moderately drained and rich in organic material, while the forest soils are better drained.

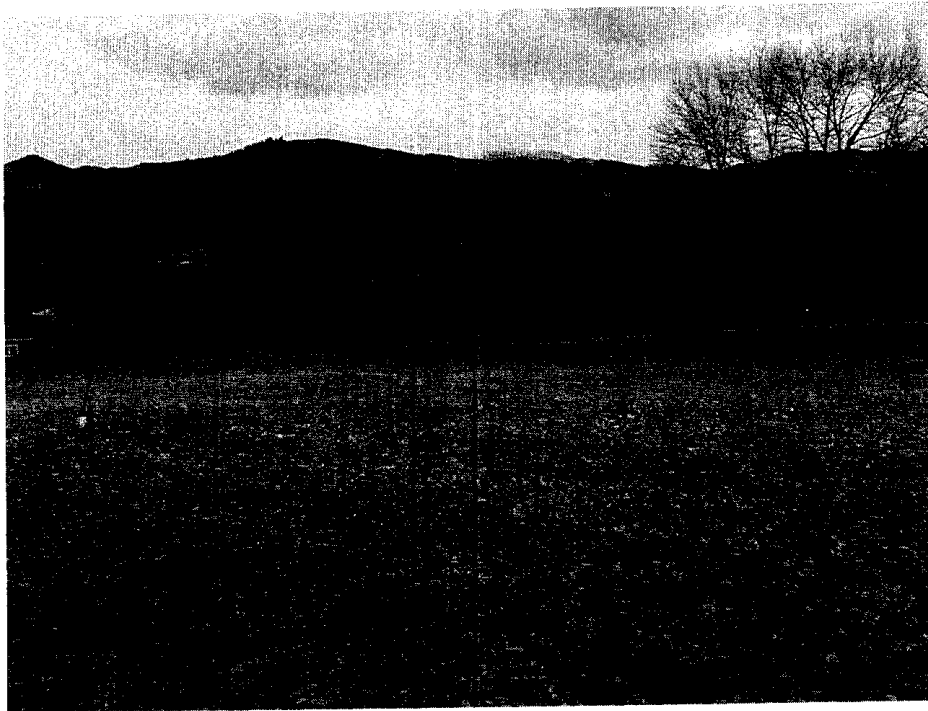


Figure 3: Looking east across pasture towards existing structures.

Riparian Inventory:

The riparian resources can be divided into two distinct environments defined by dominant plant species. The extent of each environment is shown on the Supplemental Data Sheet.

- The upper reaches of the Lower Mormon Ditch are surrounded by an embankment dominated by a variety of willows, cottonwoods, and green alder (*Alnus viridis*). The controlled flows provided by the ditch allow for the growth of water tolerant species that thrive in this seasonally wet environment. The lower portion runs through the pasture lands and the narrow ditch is edged by the barn yard area, maintained corral areas, and driveways or parking areas, and does not appear to include riparian resources. The portion of the ditch in this area will be piped to allow for roadway construction and driveway crossings. Only the upper portion of the ditch approximately 300' north of the barn is considered to be Riparian in nature as the banks and ditch proper of the lower reach has been maintained as a portion of the working farm activities.

Nature View Estates



Resource Management Plan
Page 3

- The entire length of the Maclay-Lolo Ditch is surrounded by stands of cottonwoods, green alder (*Alnus viridis*), and a variety of willows. Several conifers are also located at intervals along the ditch. The controlled flows provide water to a riparian environment along its banks, and provides for seasonal flows similar to those described above for the Lower Mormon Ditch.

The riparian area provides cover and habitat for deer, songbirds and small mammals, and several deer trails cross through the riparian area.

The boundary of the entire Riparian Area is defined by a change in vegetation: the water tolerant species yield to the drier pasture lands within 5'-10' from the top of the banks of both ditches. The pasturelands are maintained in manner that do not allow for the expansion of the riparian species. The boundary is identified on the Preliminary Subdivision Plans.

Management Plan (3-13-3):

A. Proposed access to go through the area

- The entire length of the Maclay-Lolo Ditch is surrounded by stands of cottonwoods, green alder (*Alnus viridis*), and a variety of willows. Several conifers are also located at intervals along the ditch. The controlled flows provide water to a riparian environment along its banks, and provides for seasonal flows similar to those described above for the Lower Mormon Ditch.

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Management Plan (3-13-3):

A. Proposed access to or through the area:

No permanent vehicular access is permitted through or across Maclay-Lolo Ditch, and there is no need to limit pedestrian access, since the subdivision is proposed as large residential or recreational tracts, with no public access. These lots will not generate any significant foot traffic to the riparian area.

A portion of Lower Mormon Ditch is shown to be enclosed within a pipe for the portion of the ditch that runs parallel to proposed Nature Court, as it will be necessary to control the ditch flows to allow for driveway access to the proposed lots. The majority of this ditch section currently flows through barn, corral and garage areas, and runs along side the existing driveway where the riparian vegetation is not present. As noted above, a portion of this ditch is already piped in this area, and the new pipe runs will be an amendment to this existing condition. The upper reaches of the Lower Mormon Ditch will be restricted to disallow vehicular access through or across the riparian areas and the ditch itself. There is no need to limit pedestrian access, since the subdivision is proposed as large residential or recreational tracts with no public access, and these lots will not generate any significant foot traffic to the riparian area. These improvements are indicated on the Preliminary Subdivision Plans.

B. Proposed low-impact use of the area

The entire length of the Maclay-Lolo Ditch and the upper reaches of the Lower Mormon Ditch have been identified as "no-improvement" areas. This "no-improvement" area is being created to provide an area that will remain in its natural state and allow for minor pedestrian activity on the existing paths along the ditch embankments. As significant portion of both ditches are already located within the "No-Improvement" areas delineated by the 25% slope areas, there will be a significant contiguous area where no disturbance will occur on the property. In this manner, the riparian areas will be provided with a protective buffer from planned or future construction activities.



C. Planned restoration of the area with native species

No alteration or removal of riparian vegetation is permitted within the proposed protected areas. There is already a wide variety of riparian plant species growing within the ditch areas, and the adjacent property is meadow. The property development proposal calls for lawn areas to the rear of the proposed residences, and a transition from the meadow to the riparian areas along as the yards approach the ditch proper. No restoration is necessary.

D. Planned mitigation of impacts from all proposed uses

There are no proposed impacts on the riparian area other than the maintenance and ditch piping requirements noted above. Where the half-pipe lining of the Lower Mormon Ditch is planned, this work can be accomplished without significant disturbance of riparian resources. It appears as if 3-4 cottonwood trees and approximately 40 square feet of immature alder and understory may need to be removed to facilitate these improvements. Any disturbed areas will re-establish themselves after the half piping has been laid within the ditch proper, as this area within the "No Improvement Zone" will experience very little disturbance after the construction has taken place. Based upon these anticipated conditions, no mitigation is proposed.

E. Planned buffer to mitigate development adjacent to areas of riparian resource.

The plans indicate a proposed 50' wide "No Improvement Zone" zone around the riparian area associated with the Maclay-Lolo Ditch, as well as the areas of the Lower Mormon Ditch that will not be disturbed by the development except as noted above for ditch maintenance purposes on the upper reaches of the Lower Mormon Ditch. The balance of the areas surrounding the Lower Mormon Ditch has received a varying width easement area as noted within the proposed subdivision (see Preliminary Subdivision Plan). In addition, most of the ditch areas are adjacent to "No-Build" areas that include slopes of 25% or greater, thereby providing an extensive protection area that actually includes all property between the two ditches at the upper reaches of the site.



**SULLIVAN
TABARACCI
& RHOADES**

A Professional Corporation
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* Darrel L. Moss
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Carolynn M. Pagan
† Chris A. Johnson
Angela Zielinski
‡ Andrew Pierce
Christopher Pagan

* Also licensed in Colorado
* Registered US Patent Attorney
‡ Also licensed in Washington
‡ Also licensed in Wyoming

December 29, 2005

VIA FACSIMILE: 406-444-3976

Brad Johnson
Montana Secretary of State
P.O. Box 202801
Helena, MT 59620

Re: PRIORITY FILING

Articles of Incorporation for Nature View Estates Homeowners Association, Inc.

Dear Mr. Johnson:

Attached, is the Articles of Incorporation for Nature View Estates Homeowners Association, Inc. Please priority file the attached and bill the necessary fees to our prepaid account number 064870.

If you have any questions, please contact me.

Sincerely,
SULLIVAN, TABARACCI & RHOADES, PC

Andi Minnick
Legal Assistant

/am

1821 South Avenue West, Third Floor, Missoula, Montana 59801
Telephone (406) 721-9700 Telecopier (406) 721-5838
www.montanalawyer.com



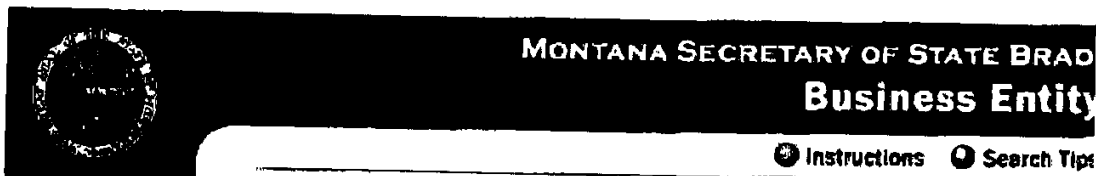
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Page: 33 of 35

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Missoula County Vickie M Zeier COV

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Data Current as of...

If you are ordering a Certificate of Fact or Certificate of Existence, please make sure the Foreign/Do Corporation or Limited Liability Company is in "Good Standing".
Enter the name of the business, and check to see whether their annual report was filed in 2004.

We are not able to provide a Certificate of Fact or Certificate of Existence unless the current annual filed.

Name: NATURE VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

ID #: D151255

Type: MUTUAL BENEFIT WITH MEMBERS

Jurisdiction State: MT

Status: ACTIVE

Status Reason: GOOD STANDING

Status Dates

Expiration Date:

Date of Incorporation: 12/29/2005

Last AR Filed:

Suspension:

Inactive Date:

Diss/Widthr/Revoke:

Additional Info

Term: PERP

Shares:

Purpose Code: HOME OWNERS ASSOCIATION

Agent

Registered Agent: JEFF HOLLENBACK

Address 2: 4601 GOODAN LN

City: MISSOULA

State: MT

Zip: 59808-0000

If you would like to purchase a Certificate of Existence for this business entity, select the button below. You will be assessed a \$5.00 fee for this service. (This fee consists of a \$3.00 certificate fee from the Secretary of State's office, and a \$2.00 online

If you would like to purchase a Certificate of Existence for this business entity, select the button below. You will be assessed a \$15.00 fee for this service. (This fee consists of a \$12.00 certificate fee from the Secretary of State's office, and a \$3.00 online



Missoula County Vickie M Zeier COV

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 Page: 35 of 35
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MESSAGE CONFIRMATION

12/29/2005 14:33

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DATE	S.R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT
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NO.087

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SULLIVAN TABARACCI & RHOADES

A Professional Corporation
 Attorneys at Law

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 John K. Tabaracci
 Quentin M. Rhoades
 D. Scott Manning
 Darrell L. Mota
 Sarah J. Rhoades
 Carolyn M. Fagan
 Chris A. Johnson
 Angela Zielinski
 Andrew Pierce
 Christopher Fagan

*Also licensed in Colorado
 *Registered US Patent Attorney
 *Also licensed in Washington
 *Also licensed in Wyoming

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Brad Johnson
 Montana Secretary of State
 P.O. Box 202801
 Helena, MT 59620

Re: PRIORITY FILING

Articles of Incorporation for Nature View Estates Homeowners Association, Inc.

Dear Mr. Johnson:

Attached, is the Articles of Incorporation for Nature View Estates Homeowners Association,
 Inc. Please advise if you have any questions or need any further information.

10
KC.

**BYLAWS OF
NATURE VIEW ESTATES HOMEOWNERS ASSOCIATION**

ARTICLE I

PLAN OF OWNERSHIP

1.1 Name, Structure and Location. The name of the owners association is **NATURE VIEW ESTATES HOMEOWNERS ASSOCIATION**, referred to below as the "Association". The Association is a Montana nonprofit corporation. The principal office of the Association shall be in Missoula County, Montana.

1.2 Application to Project. The provisions of these Bylaws are applicable to the platted residential community known as Nature View Estates, located in Missoula County, State of Montana, as now existing or hereafter amended, and including additional properties as may be annexed into and governed by the Declarations for said residential community, referred to below as the "Property". All present and future owners and their tenants, future tenants, employees, and any other persons who might use any portion of the Property or its facilities in any manner, are subject to the regulations set forth in these Bylaws, the Articles of Incorporation for the Association, and the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for the Property, referred to below as the "Declaration", all as now existing or as hereafter amended or modified. The mere act of occupancy of any portion of any Lot shall signify that these Bylaws are accepted and ratified, and will be observed.

1.3 Meaning of Terms. Unless otherwise specifically provided herein, the definitions contained in the Declaration are incorporated in these Bylaws by reference. Common Areas as used herein shall include all such areas, including roadways, as identified on the face of the Plat or plats.

ARTICLE II

MEMBERSHIP, MEETINGS AND VOTING RIGHTS

2.1 Classes of Members. The Association shall have two (2) classes of membership, both with voting rights, in accordance with the Articles.

2.2 Voting Requirements; Majority for Quorum. Except which otherwise expressly provided in the Declaration, the Articles or these Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage to the total voting power of the Association. Except on matters specifically provided for in the Declaration, the Articles, these Bylaws, or by law, the vote of a majority of a quorum present at any meeting (in person or by proxy) shall constitute the vote of the Members.

2.3 Quorum. The presence in person or by proxy of at least sixty percent (60%) of the voting power of each class of members of the Association shall constitute a quorum. The members present at a duly called or held meeting at which a quorum is present may

continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.4 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. All proxies shall be valid only for the meeting for which the proxies are given (including any reconvened meeting in the event of an adjournment), unless provided otherwise in the proxy. Every proxy shall be revocable and shall automatically cease upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of such Member.

2.5 Annual Meetings. Regular annual meetings of the Members of the Association shall be held not less frequently than once each calendar year at the Property, or such other suitable place convenient to the Members, as may be designated by the Board. The first meeting of the Association shall be held within forty-five (45) days after the closing of the sale of the last Lot within the Subdivision, as identified in the Declaration as of the date of acceptance of these Bylaws, but in no event shall the first meeting be held later than twelve (12) months after the closing of the sale of the first Lot.

2.6 Special Meetings. A special meeting of Members of the Association may be called by the President or by the Board (upon the vote for such a meeting by a majority of a quorum of the Board or upon written agreement of three or more Board members). A special meeting shall also be called by the Board upon receipt of a written request therefor signed by Members representing not less than twenty-five percent (25%) of the total voting power of the Association or by Members representing not less than fifteen percent (15%) of the voting power held by Members other than Declarant.

2.7 Notice and Location of Meetings. At the direction of the President, the Secretary, or the officers or persons calling a meeting, written notice of regular and special meetings shall be given by the Secretary to all Members in the manner specified for notices under these Bylaws. Such notice shall specify the place, day, and hour of the business to be undertaken, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except in the case of an emergency, at least ten (10) days notice (but not more than fifty [50] days notice) of any meeting shall be provided prior to the meeting. Meetings of the Association shall be held at the Property or at a meeting place as close thereto as possible. Notice shall also be delivered to any institutional lender filing a written request with the Association, and any such lender shall be permitted to designate a representative to attend all such meetings.

2.8 Adjournment. In the absence of a quorum at a Member's meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for such a reconvened meeting shall be thirty percent (30%) of the voting power of each class of Members of the Association.

2.9 Action Without Meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent, in writing, setting forth the action so taken, is signed by all the Members entitled to vote thereon. Such consent shall have the same force and effect as a unanimous vote.

2.10 Rules at Meetings. Except as otherwise provided in these Bylaws, the Articles or the Declaration, all meetings of the Members shall be governed by Roberts Revised Rules of Order.

2.11 Commencement of Voting Rights. Voting rights attributable to any Lot, other than a Lot owned by Declarant, shall not vest until an assessment has been levied against that Lot by the Association.

ARTICLE III

BOARD OF DIRECTORS

3.1 Number and Term of Directors. From and after the first annual meeting of the Members, the Board shall consist of three (3) Directors, each whom shall be a Lot Owner or an agent of Declarant (while Declarant remains a Lot owner). The Directors shall serve staggered terms of three (3) years each; provided, that at the first annual meeting, the Members shall elect one (1) Director for a term of three (3) years, one Director for a term of two (2) years, and one (1) Director for a term of one (1) year. The initial Directors, as may be identified in the Articles or by otherwise by resolution, or their duly elected replacements, shall serve until the first annual meeting of the Association; thereafter, all Directors shall be elected and removed according to these Bylaws.

3.2 Election of Board of Directors

3.2.1 Nomination. Nominations for election to the Board of Directors may be made from the floor at the annual meeting of the Association. Additionally, the Board may appoint a Nominating Committee, which shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. If the Board determines to appoint a Nominating Committee, the Committee shall be appointed at least ninety (90) days prior to each annual meeting of the Members, to serve until the close of such annual meeting, and shall make as many nominations for election to the Board of Trustees as it shall, in its discretion, determine; but not less than the number of vacancies that are to be filled.

3.2.2 Cumulative Voting. Elections of Board members shall be by secret written ballot. All elections in which more than two (2) positions on the Board are to be filled shall be conducted by cumulative voting.

3.3 Removal. Unless the entire Board is removed from office by the vote of Association Members, an individual Director shall not be removed prior to the expiration of such Director's term of office if the number of votes cast against such removal is greater than the quotient arrived at by dividing the total number of votes that may be cast under cumulative voting procedures by a divider equal to one (1) plus the authorize number of Directors.

3.4 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by such Director's replacement through a vote of the Members shall be filled by vote of the majority of the remaining Directors for the remainder of the term of the Director being replaced, or until a successor is elected at a special meeting of the Members called for that purpose.



3.5 Regular Meetings. Regular meetings of the Board shall be conducted at least semi-annually at a time and place at the Property (or at such other place as may be convenient to all Board Members), as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for the meeting, and shall be posted at a prominent place or places within the Property.

3.6 Special Meetings. A special meeting of the Board may be called by written notice signed by the President of the Association or by any two (2) Directors other than the President. Notice shall be provided to all Directors and posted at the Property in the manner prescribed for notice of regular meetings, and shall include a description of the nature of any special business to be considered by the Board.

3.7 Waiver of Notice. Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such a waiver shall be deemed equivalent to the giving of such notice to that Director. Attendance by a Director at any meeting of the Board shall be a waiver of notice by that Director of the time and place of the meeting except where such attendance is for the limited and express purpose of objection to the transaction of any business to be considered by the Board.

3.8 Quorum. The presence in person of a majority of the Directors at any meeting of the Board shall constitute a quorum. The vote of a majority of the quorum actually present at any meeting shall constitute the vote of the Board unless expressly provided to the contrary in these Bylaws, or in any future amendment thereto.

3.9 Action by Consent of Directors. Any action which may be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action.

3.10 Adjournment; Executive Session. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personal matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.11 Board Meeting Open to Members. Regular and special meetings of the Board shall be open to all Members of the Association. Provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following:

4.1.1 To select, appoint, supervise, and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with law, and with the Articles, the Declaration and these Bylaws; and to require from them security for faithful service when deemed advisable by the Board;

4.1.2 To enforce the applicable provisions of the Declaration, Articles, these Bylaws and other documents relating to the ownership, management and control of the Property.

4.1.3 To adopt and publish rules and regulations governing of the Properties, the use of the Common Areas, and to establish procedures and penalties for the infraction thereof, subject to approval of the membership;

4.1.4 To pay all taxes, assessments and other monetary obligations which rightfully are or could become a lien upon any portion of any Common Areas or facilities;

4.1.5 To contract for casualty, liability and other insurance on behalf of the Association as appropriate for such an Association or as required by the Declaration.

4.1.6 To cause any Common Areas and facilities to be maintained and insured, and to contract for goods and/or services for the Association, subject to the limitations set forth in these Bylaws;

4.1.7 To delegate its powers to committees, officers or employees of the Association, or to a management company pursuant to a written contract, or to others as expressly authorized by these Bylaws;

4.1.8 To keep complete and accurate books and records of the receipts and expenditures of the Association (relating to the Common Area and otherwise), specifying and itemizing the maintenance and repair expenses incurred, and to prepare budgets and financial statements for the Association as required in these Bylaws in accordance with good accounting procedures; to provide for independent audits as required by law and these Bylaws;

4.1.9 To initiate and execute disciplinary proceedings against Members of the Association for violations of the provisions of the Articles, Declaration, these Bylaws and such rules as may be promulgated by the Board, in accordance with procedures set forth in these Bylaws;

4.1.10 To enter upon any privately owned Lot as necessary in connection with construction, maintenance or emergency repair for the benefit of the Property or the Owner;

4.1.11 To fix and collect regular and special assessments according to the Declaration and these Bylaws, and, in the Board's discretion, foreclose the lien against any Lot for which an assessment is not paid within thirty (30)

days after the due date, or bring an action at law against the Owner personally obligated to pay such assessment;

4.1.12 To prepare and file annual tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association.

4.2 Limitation on Board's Power. Except with the vote or written approval of a majority of the voting power of the Association, the Board shall be prohibited from taking any of the following actions:

4.2.1 Incurring aggregate expenditures for planned capital improvements to any Common Area in any fiscal year in excess of five percent (5%) of budgeted gross expenses of the Association for that fiscal year; provided, that this shall not limit the ability of the Board to provide for expenditures in order to meet unanticipated extraordinary or emergency capital improvements which were not reasonably anticipated at the time the annual budget was determined.

4.2.2 Selling during any fiscal year, property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for the fiscal year;

4.2.3 Paying compensation to Directors or to officers of the Association for services performed in the conduct of the association's business; provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.2.4 Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area, facilities or the Association for a term longer than one (1) year with the following exceptions:

(a) A Contract with a public utility company if the rates charged for the materials or services are regulated by government authority; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(b) Prepaid casualty and/or liability insurance policies not to exceed three (3) years' duration, provided that the policy permits for short rate cancellation by the insured;

Any agreement for professional management of the Project or any other contract providing for services by Declarant shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice and shall provide for a maximum contract term of one (1) year.

ARTICLE V

OFFICERS

5.1 Enumeration and Term. The officers of this Association shall be a President, Vice-President, Secretary and Treasurer, and such other officers as the Board may, from time to time, by resolution create. The officers shall be elected annually by the Board, from Board membership, and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board and following each annual meeting of the Members.

5.3 Resignation and Removal. Any officer may be removed from office by a majority of the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

5.5 Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary may not be held by the same person unless there is only one Director.

5.6 Duties. The duties of the officers are as follows:

5.6.1 President. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks (unless the authority to sign checks in the ordinary course of Association business has been delegated to a management company as provided in these Bylaws) and promissory notes.

5.6.2 Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

5.6.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

5.6.4 Treasurer. The Treasurer shall receive and deposit, in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall co-sign

all checks and promissory notes of the Association; and shall keep proper books of account and prepare or have prepared financial statements as required in these Bylaws. The duty of the Treasurer to receive and deposit funds and to sign checks in the ordinary course of Association business may be delegated to a management company as provided in these Bylaws.

ARTICLE VI

DISCIPLINE OF MEMBERS: SUSPENSION OF RIGHTS

The Association shall have no power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of such Owner's individually owned Lot on account of a failure by the Owner to comply with provisions of the Declaration, Articles, these Bylaws, or of duly enacted rules of operation for the Common Area and facilities, except where the loss or forfeiture is the result of the judgment of a court or a foreclosure or sale under a power of sale for failure of the Owner to pay assessments levied by the Association. Notwithstanding the foregoing, the Board shall have the power to impose monetary penalties, temporary suspensions of an Owner's rights as a Member of the Association or other appropriate discipline for failure to comply with the Declaration, Articles, these Bylaws or duly enacted rules; provided that the accused shall be given notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall include actual attorney's fees and all costs in connection with the collection of such penalties.

ARTICLE VII

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

7.1 Budgets and Financial Statements. Financial statements and pro forma operating budgets for the Association shall be regularly prepared (at least annually) and copies shall be distributed to each Member of the Association. All books and records shall be audited at least annually.

7.2 Fiscal Year. The fiscal year of the Association shall be as designated by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.3 Inspection of Association's Books and Records. The membership register, books of account, vouchers authorizing payments, and minutes of meetings of the Members, of the Board, and of committees of the Board of the association shall be made available for inspection and copying by any Member of the Association, or by any Member's duly appointed representative, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member, at the office of the Association or at such other place within or near the Property as the Board shall prescribe. Such inspection may take place of weekdays during normal business hours, following at least forty-eight (48) hours' written notice to the Board by the Member desiring to make the inspection. Any Member desiring copies of any document shall pay the reasonable cost of reproduction. Every Director shall

have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE VIII

AMENDMENT OF BYLAWS

These Bylaws may be amended at any time and in any manner by the vote or written assent of a bare majority of a quorum of the total voting power of the Association; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision herein shall not be less than the percentage of affirmative votes prescribed for action to be taken under said clause or provision; and provided further, that any such amendment shall not be inconsistent with the law.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Regulations. All Owners, tenants, or their employees, or any other person that might use the facilities of the Property in any manner are subject to the regulations set forth in these Bylaws and in the Project Documents and to all reasonable rules enacted pursuant to the Declaration. Acquisition, rental, or occupancy of any Unit shall constitute acceptance and ratification of the provisions of all such rules and regulations.

9.2 Compensation and Indemnity and Release of Officers and Directors. No Director or officer shall receive any loan from the Association, or shall receive any compensation for services rendered for or on behalf of the Association, except reimbursement according to Article 6 of these Bylaws.

To the fullest extent permitted by law, the Association shall indemnify and release Directors from liability or obligations arising from their conduct as Director on behalf of the Association. Provided, this provision shall not eliminate or limit the liability of a Trustee for acts or omissions that involve intentional misconduct by a Director, or a knowing violation of law by a Director, or for any transaction from which the Director will personally benefit in money, property or services to which the Director is not legally entitled.

9.3 Committees. The Board may, by resolution, designate one or more committees, each of which shall include at least one (1) of the Directors, and which shall have such powers to act on behalf of the Board as may be set forth in the resolution, subject to prohibitions or limitations imposed by law. The establishment of a Design Review Committee as called for in the Declaration, and the promulgation of design and development standards, shall not be subject to ratification by the membership as provided for in section 4.1.3, until such time as Declarant no longer owns a Lot within the Properties.

9.4 Notices. Any notice permitted or required to be given by these Bylaws, the Articles, the Declaration, or other Documents enacted to govern the affairs of the Property may be delivered either personally or by mail, or as otherwise specifically provided in the such Document. If delivery is by mail, it shall be deemed to have been given upon deposit

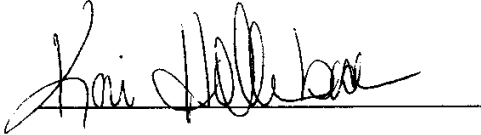
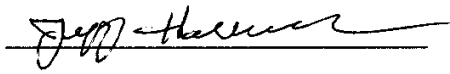


thereof in the United States mail, postage prepaid, addressed to each person at the current address given by such person to the Secretary of the Association or addressed to the Unit of such person if no address has been given to the Secretary.

ADOPTION OF BYLAWS

We, the undersigned, being a majority of the initial Directors of NATURE VIEW ESTATES HOMEOWNERS ASSOCIATION, do hereby assent to the within and foregoing Bylaws and hereby adopt the same as the Bylaws of NATURE VIEW ESTATES HOMEOWNERS ASSOCIATION.

EXECUTED by the undersigned on the 28th day of December, 2005.



I, the undersigned, the acting Secretary of NATURE VIEW ESTATES HOMEOWNERS ASSOCIATION, do hereby certify:

The foregoing Bylaws were adopted as the Bylaws of said Association on December 28th, 2005, and that the same do now constitute the Bylaws of said Association.

EXECUTED by the undersigned on December 28th, 2005.


Secretary

After recording please return to:
Chris A. Johnson
Sullivan, Tabaracci & Rhodes, P.C.
1821 South Ave. West, 3rd Floor
Missoula, MT 59801

