

After Recording Return To:
Alan F. McCormick
Garlington, Lohn & Robinson, PLLP
350 Ryman Street • P.O. Box 7909
Missoula, MT 59807-7909

**DECLARATION OF TOWNHOME
FOR VALLEY VIEW TERRACE TOWNHOMES
ASSOCIATION, INC.**

V & V TERRACE, LLC, a Montana limited liability company (the "Declarant") as Declarant does hereby make and submit for approval by the Department of Revenue in Missoula, Montana and to the County Clerk and Recorder of Missoula County, Montana for filing the following Declaration, under the Unit Ownership Act of the State of Montana, § 70-23-101, et seq., Montana Code Annotated:

1. TOWNHOME OWNERSHIP.

The purpose of this Declaration is to provide for the land herein described and the improvements existing thereon to be owned, operated and used consistent with the townhome form of ownership in the manner provided by Chapter 23, Title 70, Montana Code Annotated. The real property included within the townhome project, which project shall be named Valley View Terrace Townhomes, is described as:

Lots M-9, M-10, M-11, M-12, M-13, M-14, M-15, and M-16 of Pleasant View Homes No. 5, Phases III, IV, and V, a subdivision of the city of Missoula, according to the official plat thereof, recorded in the records of Missoula County, Montana.

(the "Property"). Additional real property is anticipated to be annexed into the project for future phases via amendments to this Declaration as provided in Section 3.B.

2. DESCRIPTION OF PROJECT.

A. Description of Project. The Valley View Terrace Townhomes project consists of Townhome Lots, each which may contain such buildings and improvements as may be permitted by applicable governmental zoning and building regulations and the terms of this Declaration. By this Declaration, the Property is divided into Townhome Lots, along with general common elements as described herein, the layout and approximate square footage of which is shown on the site plan attached as Exhibit A referenced herein as the "Project." Each Townhome Lot shall contain a single townhouse structure, adjoined by a common wall with

another townhome structure on an adjacent Townhome Lot.

The Project is being carried out in phases as described herein. At its completion, the Project is expected to contain approximately 76 Townhome Lots and associated improvements as shown on the demonstrative Conceptual Project Plan attached as Exhibit C.

Principal construction materials typical for the Project are concrete foundations, wood framing and asphalt shingle roofing.

3. TOWNHOUSE LOTS.

A. Description. The Project contains Townhouse Lots, each as designated and shown on Exhibit A which also shows the Townhouse Lot designations and respective square footages.

Each Townhome Lot, together with its appurtenant undivided interest in the general common elements, and all structures and other appurtenances (a "Townhome Lot"), shall be inseparable and may be conveyed, devised or encumbered as a townhome in accordance with this Declaration, the applicable Bylaws and the Montana Unit Ownership Act. Each Townhome Lot (which designation is synonymous with a "unit" for purposes of the Montana Unit Ownership Act) consists of the land within the exterior boundaries of each Townhome Lot, all structures contained within the exterior boundaries of each such lot, and all utility lines, pipes, wires and other infrastructure serving only one Townhome Lot (referred collectively herein as "townhome" or a Townhome Lot).

Each townhome owner shall be entitled to the exclusive ownership and possession of such townhome owner's townhome structure and the land within each Townhome Lot, subject to applicable easements or other rights as designated herein, including the right and responsibility of the Association to maintain the landscaping, sidewalks, and certain aspects of the exterior of structures as provided herein.

B. Phasing, Annexation, and Reallocation of Percentage Ownership in Common Elements.

The Project is being developed in phases. Each phase will add additional Townhouse Lots to the Project and additional common elements. Certain phases will also include the annexation of additional real property into the Project, thus amending the legal description set forth in Section 1.

Therefore, upon the completion of each phase, the percentage of each Townhome Lot Owners' undivided ownership interest in the common elements will be reallocated to reflect the additional Townhome Lots and additional common elements. Additionally, for certain phases, the legal description of the Project will be amended to include the additional real property being added to the Project.

In accordance with § 70-23-403, MCA, each Townhome Lot Owner does hereby consent and agree to allow Declarant, or its successors and assigns, to record an amendment to this Declaration to reallocate each Townhome Lot owner's percentage ownership in the common elements upon the completion of each phase of the Project, to annex additional land into the Project and make such other amendments as are necessary to complete all phases of the Project and incorporate them into the Association.

Each Townhome Lot owner consents and agrees to the appointment of the Declarant, or its successors and assigns, **as the Townhome Lot owner's attorney-in-fact** to allow the Declarant to record such amendments on the Townhome Lot owner's behalf.

C. Floorplans. Pursuant to § 70-23-306, MCA, floorplans as certified pursuant to such statute are required to be recorded with this Declaration or within 30 days from the date the structure is completed or from the date of the first occupancy of the structure, whichever first occurs. Certified floorplans for structures completed as of the date of this Declaration are included in Exhibit D. Declarant and all Townhome Lot owners acknowledge their statutory obligation to record floorplans in accordance with § 70-23-306, for each completed structure as an amendment to this Declaration. So long as the Declarant is the owner of any Townhome Lot within the Project, each Townhome Lot owner consents and agrees to the appointment of the Declarant, or its successors and assigns, **as the Townhome Lot owner's attorney-in-fact** to allow the Declarant to record such amendments on the Townhome Lot owner's behalf.

4. COMMON ELEMENTS.

A. General Common Elements. Each Townhome Lot owner shall be the owner of an undivided pro-rata interest in the general common elements in the percentages shown on Exhibit B. The common elements consist of the access road as shown on Exhibit A together with all associated easements for ingress and egress to the townhome lots as shown on Exhibit A. Any utilities, pipes, wires, and other infrastructure located on the Property which serves more than one townhome shall also be considered a common element of the Project.

The Declarant, so long as Declarant owns a Townhouse Lot in the Project, and the Board of Directors (the "Board") of Valley View Terrace Townhomes Association, Inc. (the "Association") may impose such rules and regulations as the Declarant or Board deems reasonably necessary from time to time to regulate and control the use and safety of the general common elements. The Declarant and Board have the power to levy assessments upon all the townhome owners to pay for all general common element expenses and other expenses including administration, maintenance, repair or replacement of common elements and such other items as hereinafter set forth.

B. Limited Common Elements. Limited common elements mean all those common elements which are reserved for the use of one (1) townhome or fewer than all of the townhomes to the exclusion of the other townhomes. At present, there are no limited common elements identified as part of this project. The Board of the Association may elect to identify limited common elements and designate the townhomes to which the limited common elements

are appurtenant and shall record an amendment to this Declaration reflecting the designation.

5. EASEMENTS.

A. Common Elements Easement. As provided herein, each townhome owner shall be the owner of an undivided pro-rata interest in the general common elements. The common element include an access road and associated access and utility easement for ingress and egress to the townhome lots.

B. Easement for Utilities. To the extent any utility lines serve more than one townhome, a non-exclusive easement shall exist through, over and across each townhome lot for the use, inspection, installation, maintenance, replacement and repair of such utility lines.

C. Common Wall and Encroachment Easements. The owner of each Townhome Lot is hereby granted a perpetual easement, for the construction, maintenance and repair of common walls, footings and eaves on common lot lines that may encroach on adjoining lots, and for replacement of the common walls shared with adjoining Townhomes and shall have such access to the connecting Townhome of an adjoining owner as needed to conduct such construction, maintenance and repair of adjoining common walls. In the event a Townhome, or any part thereof, shall at this time or a subsequent time unintentionally encroach (whether due to construction, settling, shifting or otherwise) upon another Lot, the Owner of that encroaching Townhome shall and does have a perpetual easement for such encroachment and for maintenance of the same, upon the Lot on which the Townhome encroaches. This easement for encroachment shall also include the accommodation of roof drainage from eaves that may encroach.

D. Easement for Maintenance, Repair and Replacement. The Association shall have the right of ingress and egress to all Townhome Lots for the purpose of carrying out the Association's obligation to maintain, repair and replace the landscaping, exterior of the structures (painting and roofing), and sidewalks, patios and driveways, as provided herein.

6. Future Development.

As described in Section 3, Valley View Terrace Townhomes is being developed by Declarant in phases, each with separate Townhouse Lots and associated structures. **EVERY PERSON BY PURCHASING A TOWNHOME LOT IN VALLEY VIEW TERRACE TOWNHOMES, WHICH TOWNHOME LOT HAS BEEN CREATED BY AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS RECORDED DECLARATION, HAS BEEN ADVISED AND BY PURCHASING A TOWNHOME LOT THEREBY ACKNOWLEDGES AND AGREES THAT ADDITIONAL PHASES OF VALLEY VIEW TERRACE TOWNHOMES WILL BE DEVELOPED AS GENERALLY SHOWN ON THE CONCEPTUAL SITE PLAN ATTACHED AS EXHIBIT C.** Declarant reserves the right to make changes or modifications to the size and number of Townhome Lots and configuration and design of structures as Declarant deems fit to meet market demands and the needs of prospective Lot owners.

ALL TOWNHOME LOT OWNERS, BY PURCHASING A TOWNHOME LOT IN VALLEY VIEW TERRACES TOWNHOMES SPECIFICALLY GIVES CONSENT AND WAIVES OBJECTION TO:

A. The annexation of additional real property to the Project by recording an amendment or amendments to this Declaration to amend the legal description and such other amendments as may be necessary to incorporate the additional real property into the Project and carry out the plan of development as generally shown in Exhibit C.

B. The construction of additional structures and related infrastructure on Townhome Lots created via amendments to this Declaration in accordance with provisions of this Declaration for additional phases of development.

C. The reallocation of undivided pro-rata interest of each Townhome Lot owner in the common elements upon the completion of each additional phase of the Project as more particularly described herein.

7. USE AND RESTRICTIONS.

A. Use. The permitted use for the Townhome Lots are any land uses which comply with the applicable governmental zoning regulations for the Property as may be amended from time to time, subject to any limitations and restrictions imposed by this Declaration, or subject to such rules adopted by the Board.

B. Restrictions.

- (1) *Rules and Regulations.* It is intended that the Board may make rules and regulations from time to time to reflect the needs and desires of the majority of the townhome owners in the Project. Reasonable regulations consistent with the Act, this Declaration and the Bylaws concerning the use of the general and limited common elements may be adopted and amended from time to time by the Board. Copies of all such rules, regulations and amendments thereto shall be furnished to all townhome owners.
- (2) *Covenants.* The Project and Property are subject to a Declaration of Covenants, Conditions, Restrictions and Homeowner Association General Responsibilities for Phases III, IV, V, VI and VII of Pleasant View Homes No. 5, recorded as Document No. 201714020, records of Missoula County ("Covenants"), which includes land use certain restrictions as set forth therein. The provisions of such Covenants are incorporated herein and binding upon all Townhome Lots in the Project. To the extent any of the Covenants conflict with the provisions of this Declaration pertaining to the administration and operation of the Association, this Declaration shall control.

- (3) Fences and Other Improvements. No fences are permitted on any of the Lots, except as follows: Upon approval of the Board, a privacy screen may be installed on a rear patio, to provide privacy for such patio, so long as such privacy screen is not any higher than six feet above the floor level of the patio and is constructed of materials and colored so as to compliment with the rear decks and Townhome exteriors as approved by the Board in its sole discretion.

8. PROCESS.

Service of process in the cases provided in Montana Code Annotated § 70-23-901 shall be made upon Gene Mostad at 729 Central Ave., Missoula, MT 59801, until another designation is filed of record in Missoula County.

9. THE ASSOCIATION.

A. Membership. Any owner of a Townhome Lot in the Project shall automatically, by becoming the owner of said Townhome Lot, consent to be a member of the Valley View Terrace Townhome Association, Inc. (the "Association"), and shall remain a member of said Association until such time such membership in said Association shall cease in accordance with this Declaration or Montana law. The membership shall be limited to Townhome Lot owners. For these purposes an "owner" is the person owning a Townhome Lot in fee simple absolute either individually or as a co-owner in a real estate tenancy relationship recognized under Montana law. For purposes of voting, unless the contract specifies otherwise the contract seller of a Townhome Lot shall be considered the owner and in the case of a lease of a Townhome Lot, unless the lease expressly provides otherwise, the landlord/lessor shall be considered the owner to the extent permitted by applicable law.

B. Function. It shall be the function of the Association to:

- (1) Adopt Bylaws for the governance of the Association.
- (2) Make provisions for the general management and/or repairs and maintenance of the common elements in the Project.
- (3) Levy regular and/or special assessments as provided for in the Declaration and Bylaws.
- (4) Adopt and implement a policy for the affairs of the Project.
- (5) Enter into contracts to hire personnel for the management of the affairs of the Association and the maintenance and repair of the common elements.
- (6) Perform such other functions and duties as are expressly set forth elsewhere in this Declaration, the Bylaws or the Montana Unit Ownership

Act.

C. Vote. On all matters to be decided by the Association, each owner of a Townhome Lot shall have a vote equal to such owner's undivided percentage of interest in the general common elements as set forth in Exhibit B. The vote for any Townhome Lot co-owned by two (2) or more owners may be exercised by any one (1) owner, and such Townhome Lot's undivided percentage of interest in the common elements may not be divided and voted separately by any of the co-owners. Any Townhome Lot owner who is not an individual (e.g. a corporation, partnership, LLC, LLP or other limited liability entity), shall appoint an individual to represent such owner's interest as a member of the Association, for purposes of voting and otherwise.

Meetings of the Association shall only be conducted when a quorum is present, as defined in the Association Bylaws. Except as otherwise provided in the Montana Unit Ownership Act, this Declaration or the Bylaws, a majority of the aggregate undivided ownership interest present at any meeting or by proxy shall be sufficient to act on a matter brought before the Association.

D. Failure to Comply - Attorney's Fees. Each owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs, including attorney fees incurred in connection therewith, which action shall be maintainable by the Board or the manager in the name of the Association, on behalf of the owner or by an aggrieved owner where there has been a failure of the Association to bring such action within a reasonable time.

E. Payment of Assessments. All assessments levied by the Association in the manner provided below shall be due twenty (20) days from the date of mailing such assessments and may be payable in installments, monthly, quarterly or semi-annually, at the option of the Board. The amount of the common expenses assessed against each Townhome Lot and the amount of limited expenses, if any, assessed against each Townhome Lot shall, in addition to constituting a lien against the Townhome Lot, be the personal and individual debt of the owner thereof. No owner of a Townhome Lot may exempt such owner from liability for these contributions toward the common expenses by waiver of the use of enjoyment of any of the common elements or by abandonment of such owner's Townhome Lot.

All assessments which are not paid within thirty (30) days from the date they are due and payable become delinquent and are subject to interest and penalty charges. The Association or manager shall have the responsibility of taking prompt action to collect any unpaid assessments which become delinquent. In the event of delinquency in the payment of the assessment, the townhome owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof until paid, together with such reasonable late charges as may be assessed by the Board from time to time. Suit to recover a money

judgment for unpaid common expenses and limited expenses may be maintainable without foreclosing or waiving the lien securing the same, and the prevailing party shall be entitled to recover its attorney fees.

F. Levying Assessments When Made - Purposes. The Association shall levy assessments upon the townhome owners in the following manner and for the following reasons:

- (1) Assessments and common expense budget shall be made a part of the regular, annual business meeting of the Association as provided in the Bylaws of the Association, or assessments can be made for special purposes at any other regular or special meeting thereof. All assessments shall be fixed by resolution of the Board. Notice of the assessment, whether regular or special, the amount thereof, and the purpose for which it is made, including an annual budget for expenditures and operation, for regular annual assessments, shall be served on all Townhome Lot owners affected, by delivering a copy of the same to the owners affected, by delivering a copy of the same to the owner personally or by mailing a copy of the notice to the said owners at such owner's addresses of record at least ten (10) days prior to the date for such meeting.
- (2) Assessments shall be made for the repair, upkeep, replacement, insurance, general maintenance, management and administration of general common elements, fees, costs and expenses of the manager (if any), taxes and assessments for common areas, utilities, reserves for contingent liabilities and other related items and reasonable assessments for the general common elements, including those declared general common expenses under the Montana Unit Ownership Act and all those necessary for carrying out the responsibilities of the Board for the Project, including maintenance of the exterior of structures, landscaping, sidewalks and other items as specified herein. Provided, however, notwithstanding the foregoing, it is the intention of the Declarant that all real estate taxes and assessments on the Property be paid by the townhome owners, rather than by the Association using its assessment powers. The Declarant and the Association will request and work cooperatively with the Missoula County Treasurer and/or Assessor to have each Townhome Lot separately assessed and billed for governmental taxes and assessments.
- (3) Assessments may also be made, at the option of the Board, for the payment of limited common element expenses such that the Townhome Lot owners are chargeable only for the expenses relating to the limited common elements reserved for their respective Townhome Lot. Townhome Lot owners shall share in the payment for limited expenses for the repair, maintenance and replacement of limited common elements of their respective townhome in accordance with the percentage the Townhome Lot or Lots have in the limited common element for which the assessment is being made. If only one Townhome Lot is associated with the limited common elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that Townhome Lot. In addition,

an assessment may be made against a Townhome Lot owner for the amount of any damage caused by the Townhome Lot owner to any general common element or another Townhome Lot (or such Townhome Lot's limited common element), to the extent not covered by insurance.

- (4) Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.
- (5) Common expenses and profits, if any, shall be distributed among and charged to, the townhome owners according to the percentage of undivided interest of each in the general common elements as set forth in Exhibit B.
- (6) In a voluntary conveyance of a Townhome Lot, the grantee of the Townhome Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor for such grantor's share of the common expenses up to the effective date of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the manager or Board of the Association setting forth the amount of said unpaid assessments against the grantor due the Association and such grantee shall be entitled to rely on such statement and shall not be liable for, nor shall the townhome conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement.
- (7) At the time the Association holds its first meeting, or at any duly noticed meeting thereafter during the first year of the Association's operation, an initial reserve account may be established into which initial assessments shall then be deposited. Such assessments shall be in an amount determined by the Board but shall not exceed a sum that is equal to two times the monthly assessment fee established for that year by the Board multiplied by the number of townhomes in the Project and shall be assessed against each townhome owner in the manner set forth in this Section.

G. Initial Board of Directors. Until the Relinquishment Date, the Declarant appoints the following persons to serve as the initial Board of Directors until the first meeting of the Association after the Relinquishment Date:

<u>Name</u>	<u>Address</u>
Gene Mostad	729 Central Ave.
Loren Mostad	Missoula, MT 59801
Lance Mostad	

H. Maintenance by Association. The Association shall maintain and keep in good repair and in a clean and sanitary condition the general common elements and other elements of

the Project as follows:

1. Landscaping. The Association is responsible for the maintenance, repair and replacement of the landscaping and lawns located in each Townhome Lot. The maintenance, repair and replacement shall include planting, watering, fertilizing, weeding, mowing, trimming of the lawn and all trees, shrubs, and plants so as to present an attractive, well-kept appearance of the yard areas. No owner shall cause to be planted or removed, damaged or impaired any plant life in the yard area of his or her Townhome Lot or any other Townhome Lot. All landscaping on all Lots shall have and continue a positive grade directing surface water away from the structure. All yard decorations and ornaments on all Townhome Lots shall require the approval of the Association as to the compatibility with the well-kept appearance of the Project as intended by the Declarant.

2. Sidewalks, Driveways and Patios. The Association is responsible for the maintenance, repair and replacement of the sidewalks, driveways, and common elements located on and adjoining on each Townhome Lot. Townhome Lot owners shall be responsible for regular snow removal in accordance with the City of Missoula's ordinances unless such duty is assumed by approval of the Board of the Association. The Association's responsibility for maintenance, repair and replacement shall include sidewalk cleaning, and sidewalk and driveway and concrete patio repair and replacement. Townhome Lot owners are responsible for keeping their respective patios in a clean and tidy condition and for any snow removal associated with such patios.

3. Exterior Painting and Roofing. The Association is responsible for the regular maintenance and repair of the exterior paint of the structures of the Townhome Lots and the maintenance, repair and replacement of the roofing of the structures on the Townhome Lots. Townhome Lot owners shall be responsible for the repair and replacement of all other elements of the exterior of the structures on the owners' respective Townhome Lots.

10. CHANGES, REPAIRS AND LIENS.

A. Modifications and Alterations by Townhome Lot Owners; Floorplans.

Townhome Lot owners may make such alterations and modifications to the interior of a townhome structure as the owner shall determine, so long as such modifications and alterations comply with City of Missoula zoning, building and other applicable regulations for the Property and the provisions of this Declaration and the Association's Bylaws. Pursuant to § 70-23-306, MCA, Townhome Lot owners are required to record floor plans, certified as provided in the statute, for any alterations which modify the floorplan of the structure.

Townhome Lot owners shall make no modifications to the exterior of a structure, including painting, or the Townhome Lot, including landscaping, without the express written consent of the Board, which may be withheld for any reason.

B. Maintenance by Townhome Lot Owner. An owner shall maintain and keep in good repair all structures located upon a Townhome Lot, except for such obligations as are

expressly reserved to the Association.

C. Maintenance by Association. The Association shall take all necessary steps to provide for the maintenance, repair, upkeep and replacement of all parts of the common elements and those obligations for landscaping, exterior painting, roofing and otherwise as set forth in Section 9.H of this Declaration.

D. Liens for Modifications and Alterations. Each Townhome Lot owner shall indemnify and hold harmless each of the other Townhome Lot owners and the Association against all construction or other liens against such Townhome Lot owners structure or lot, or against such Townhome Lot owner's undivided interest in the general common elements or limited common elements for construction performed or for labor, materials, services or other products incorporated in the owner's Townhome Lot conducted at such owner's request.

E. Liens and Foreclosure. All sums assessed but unpaid for the share of general common expenses and limited common expenses chargeable to any Townhome Lot shall constitute a lien on such Townhome Lot superior to all other liens and encumbrances, except only for tax and special assessment liens on the Townhome Lot in favor of any assessing authority, and all sums unpaid on a prior mortgage, trust indenture of record or other prior security instrument. To evidence such lien, the Board shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereon, the name of the owner of the Townhome Lot and a description of the Townhome Lot. Such notice shall be signed and verified by one of the officers of the Association or by the manager, or manager's authorized agent, and shall be recorded in the office of the Clerk and Recorder of Missoula County, Montana. Such lien shall attach from the date of recording such notice. Such lien may be enforced by the foreclosure of the defaulting owner's Townhome Lot by the Association in the manner provided in the Montana Unit Ownership Act and as provided by the foreclosure of a mortgage on real property upon the recording of a notice of claim thereof. In any such foreclosure, the Townhome Lot owner shall be required to pay a reasonable rental for the Townhome Lot and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same to the extent permitted by applicable law. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same to the extent permitted by applicable law. In any such proceeding the owner may be required to pay the costs, expenses and attorney's fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, expenses and attorney's fees incurred.

11. INSURANCE.

A. Townhome Lot Owner's Liability Insurance. Each Townhome Lot owner shall be responsible to insure all structures, real property, and all personal property owned by such townhome owner and located within such townhome owner's lot, against all risk of loss or damage, including fire, flood and other hazards as well as general personal liabilities. The owners will provide the Board with proof of such coverage upon request. Such insurance will not be purchased by the Association.

B. Association Insurance. For the benefit of the Association and the Townhome Lot owners, the Board shall obtain:

- (a) Insurance covering loss or damage under an all-risk replacement cost policy, which coverage must include fire, extended coverage, vandalism and malicious mischief, and such other coverage such as flooding and earthquake, which the Association may deem desirable, for not less than the full insurable replacement value, of the common elements, naming the Association and the Owners as insureds.
- (b) A policy or policies insuring the undersigned, the Association, the Board of Directors, the Owners and the managing agent, against liability to the public or to the Owners, and their employees, invitees, or tenants, incident to the supervision, control, operation, inspection, maintenance, or use of the common elements
- (c) Other insurance, such as directors' and officers' liability insurance, fidelity insurance, or otherwise in the discretion of the board.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by improper use, misuse, occupancy or abandonment of a Townhome Lot or its appurtenances or of the common elements by a particular Townhome Lot owner shall be assessed against the such townhome owner.

D. Association as Agent. The Association is irrevocably appointed agent for each Townhome Lot owner and for each holder of a mortgage or other lien upon a Townhome Lot and for each owner of any other interest in the Project to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12. REMOVAL OR PARTITION - SUBDIVISION.

The Project may only be removed from townhome ownership, and may only be partitioned or sold, upon compliance with each of the following conditions hereof:

A. The Board of Directors of the Association must approve the plans to remove the Project from the Montana Unit Ownership Act or any action to partition the property. Any plans to remove, abandon, or terminate the Project must also be approved by the Townhome Lot owners and any lienholders as provided in the Montana Unit Ownership Act.

B. The common elements of the Project shall not be abandoned, partitioned, subdivided, encumbered, or sold or transferred without compliance with all of the above requirements.

C. This section shall not apply to the sale of individual Townhome Lots, and shall not be considered a right of first refusal.

13. TOWNHOME LOTS SUBJECT TO DECLARATION, BYLAWS, RULES; AMENDMENTS

A. Townhome Lots Subject to Declaration, Bylaws and Rules. All present and future owners of townhomes shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws filed and recorded herewith and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time (the "Townhome Instruments").

B. Amendments. After the termination of Declarants' rights as set forth in Section 14, this Declaration may be amended by a vote of 75% of the townhome owners computed on the basis of their percentage ownership in the common elements, at a regular or special meeting of the Association called for that purpose. Any amendments shall be filed of record with the Missoula County Clerk and Recorder.

Each townhome owner hereby appoints the undersigned Declarant and the Board as his, her or its attorney-in-fact, and grants the Declarant and the Board all necessary authority so that the Declarant or the Board may file any amendment approved by the process described in this Section.

C. Acceptance of Provisions. The acceptance of a deed or other conveyance of a townhome in the Project shall constitute an acceptance of the provisions of the Townhome Instruments by such owner. These provisions shall be covenants running with the land and shall bind any person having any interest in such Townhome Lots as though the provisions were recited and fully stipulated in each deed or conveyance thereof.

14. DECLARANT'S RIGHTS AND RESERVATIONS

A. Declarant's Rights and Reservations. Declarant has undertaken the Project pursuant to the Montana Unit Ownership Act. The completion of that work and the sale, rental, and other disposal of the Townhome Lots is essential to the establishment and welfare of the Project as a townhome project. In order for the work to be completed and the Project be established as a fully occupied townhome project as quickly as possible, nothing in this Declaration shall be understood or construed, until the Relinquishment Date identified herein, to prevent Declarant, its contractors, or subcontractors from doing on the common elements or otherwise, whatever is reasonably necessary or advisable in connection with the completion of the work for which provision is made in this Declaration or as may be required under any contract of sale with any townhome purchaser.

B. Declarant's Right to Amend Declaration. The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration, without the vote or approval of the other Townhome Lot owners, that Declarant alone deems appropriate, for so long as Declarant owns one or more of the Townhome Lots subject to this Declaration. All such

amendments shall be effective upon recording a written amendment to this Declaration and providing notice to the Townhome Lot owners. Each Townhome Lot owner hereby appoints the undersigned Declarant as his, her or its attorney-in-fact, and grants the Declarant all necessary authority so that the Declarant file any amendment pursuant to the rights set forth herein.

C. Duration of Rights and Reservations. The Declarant's special rights under this Article shall terminate when Declarant no longer owns at least one Townhome Lot in the project, at which time the Declarant shall relinquish control of the Project to the Association, which shall be referred to as the "Relinquishment Date." Upon reaching the Relinquishment Date, Declarant shall convene a special meeting of the Association to elect the Board of Directors of the Association who shall carry out the operation of the Association from that point forward in accordance with the Bylaws and this Declaration.

D. Conveyance of Declarant's Interest in Project. In the event Declarant shall convey all of its right, title and interest in and to the Property to any third person or entity, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such third person or entity shall be obligated to perform all such duties and obligations of the Declarant.

15. MISCELLANEOUS.

A. Remedies. All remedies provided for in this Declaration and Bylaws shall not be exclusive of any other remedies which may now be, or are hereafter, available to the parties hereto as provided for by law.

B. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more provision shall not affect the validity or enforceability of any other provision hereof.

C. Expenditures. With the exception of expenditures required for emergency situations, no single expenditure or debt in excess of Five Thousand Dollars (\$5,000.00) may be made or incurred by the Association or manager without the prior approval of a majority of the Townhome Lot owners. The limitation on single expenditures may be modified by a majority of the townhome owners by written resolution without amendment to this Declaration.

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

E. Availability of Documents. The Association shall make available to all Townhome Lot owners, lenders, and the holders and insurers of the first mortgage on any townhome, current copies of the Declaration, Bylaws, and other rules governing the Project, and other books, records, and financial statement of the Association. The Association shall also make available to prospective purchasers current copies of the Declaration, bylaws, and other rules governing the Project, and the most recent audited financial statement of the Association, if

such is prepared. "Available" shall mean available for inspection upon request, during normal business hours, or under other reasonable circumstances. Upon written request from any holder, insurer, or guarantor of a first mortgage, or fifty-one percent (51%) of the owners which have an interest in the Project, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

F. Right to Examine Books. Every Townhome Lot owner shall have the right to examine the books and records of the Association and of any manager for the Project by giving a written notice requesting such examination. Upon receipt of such notice the party receiving the notice shall schedule a mutually agreeable date and time during normal business hours for the examination which date shall be not more than twenty (20) days following the receipt of the notice requesting the examination.

G. Notices. All writings required or permitted to be given or delivered under this Declaration shall be deemed to have been given or delivered when deposited in the United States mail or by delivering it personally to an officer of the Association or directly to a townhome Owner:

To the Association: Valley View Terrace Townhomes
Association, Inc.
729 Central Ave.
Missoula, MT 59801

To the Townhome Owner: Address as shown on the records of the
Association

The Association or any Townhome Lot owner may change their address for the purposes of delivery of such writings by delivering written notice of such change to the townhome owner in the manner above provided at least ten (10) days prior to the effective date of such change.

H. Notice to Others. A holder, insurer, or guarantor of a first mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer, or guarantor, and the townhome number), will be entitled to timely written notice of:

1. Any proposed amendment of the Townhome Instruments causing a change in: 1. the boundaries of any townhome lot or the exclusive easement rights appertaining thereto; 2. the interests in the general or limited common elements appertaining to any townhome or the liability for common expenses appertaining thereto; 3. the number of votes in the Association appertaining to any townhome; or 4. the purposes to which any townhome or the common elements are restricted.
2. Any proposed termination of the townhome form of ownership;

3. Any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Townhome Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
4. Any delinquency in the payment of assessments or charges owed by an owner of a townhome subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
5. Any lapse, cancellation, or material modification or any insurance policy maintained by the Association; and
6. Any proposed amendment which would require the consent of mortgage holders.

I. No Creation of Right of First Refusal. The undersigned does not intend for any of the provisions of this Declaration or any of the other Townhome Instruments to create or be interpreted to create a right of first refusal in favor of any person or individual with respect to the Project. However, if any such right of first refusal is created, it will not apply to or adversely impact the rights of any mortgagee holding a mortgage on any townhome to: Foreclose or take title to a townhome pursuant to the remedies in the mortgage; accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or sell or lease a townhome acquired by the mortgagee.

J. Additional Limitations on Association Actions. Except as provided by applicable Montana statute, in case of condemnation or substantial loss to the townhomes and/or common elements of the Project, unless at least two-thirds of the first mortgagees (based on one vote for each first mortgage owned) and owners of the individual townhomes have given their prior written approval, the Association may not:

1. By act or omission seek to abandon or terminate the legal status of the Project;
2. Change the pro-rata interest or obligations of any townhome in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro-rata share of ownership of each townhome in the common elements;
3. Partition or subdivide any townhome;
4. Seek to abandon, partition, subdivide, encumber, sell or transfer the common elements by act or omission. The granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the Project is not a transfer within the meaning of this clause; or

5. Use hazard insurance proceeds for losses to any Townhome Lot (whether townhomes or common elements) for other than the repair, replacement or reconstruction of the property.

No provision of the Townhome Instruments shall give a Townhome Lot owner or any other party priority over any rights of the first mortgagee of a Townhome Lot pursuant to its mortgage in the case of payment to the townhome owner of insurance proceeds of condemnation awards for losses to or a taking of townhomes and/or common elements.

K. The Declarant expressly makes no warranties or representations concerning the Property, or the Project, the townhomes, Declaration or Bylaws except as expressly set forth therein and herein. All verbal representations, statements or warranties are deemed to have been incorporated and merged herein and may not be relied upon by any Owner or other party.

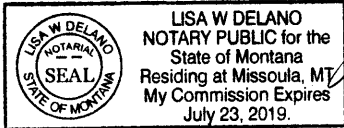
IN WITNESS WHEREOF, the undersigned executed this document under the provisions of the Montana Unit Ownership Act this 4th day of Oct, 2017.

V & V TERRACE, LLC,
a Montana limited liability company.

Gene Mostad
By: Gene Mostad, authorized member

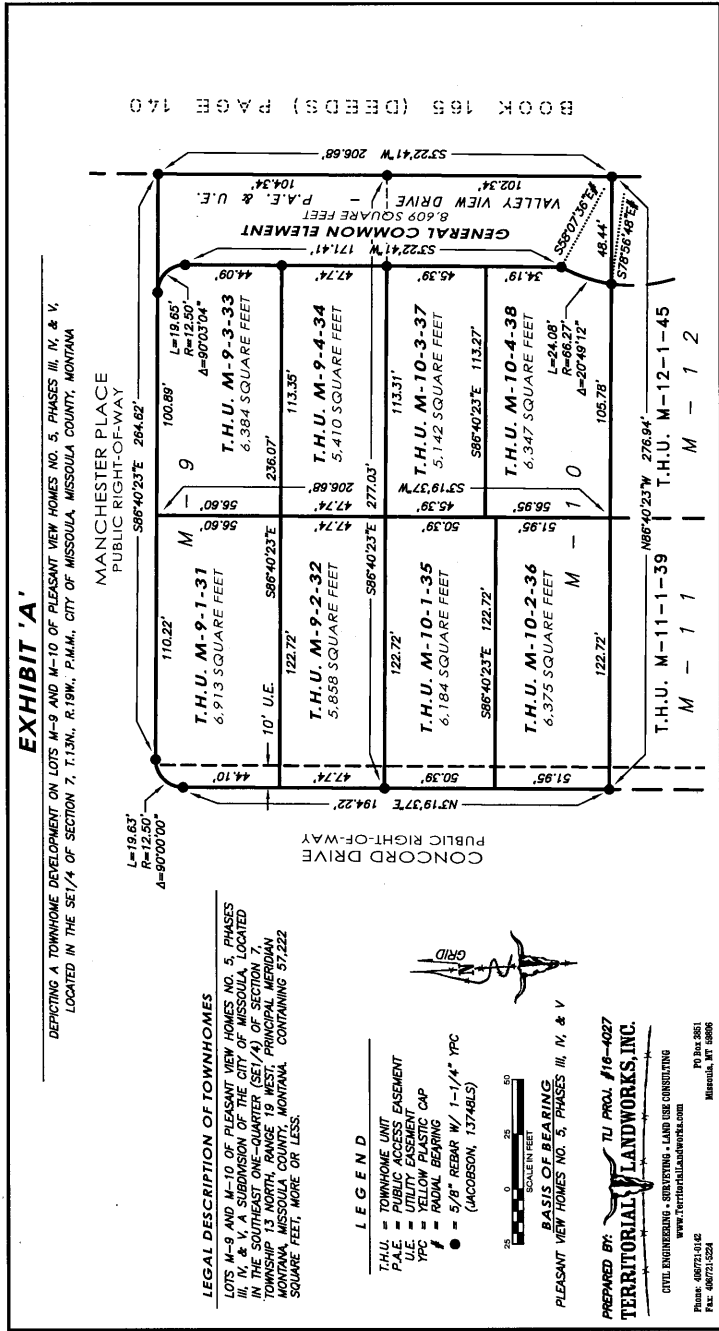
STATE OF MONTANA)
)
) :ss
County of Missoula)

On this 4th day of October, 2017, before me, Notary Public, personally appeared Gene Mostad, as authorized member of V & V Terrace, LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



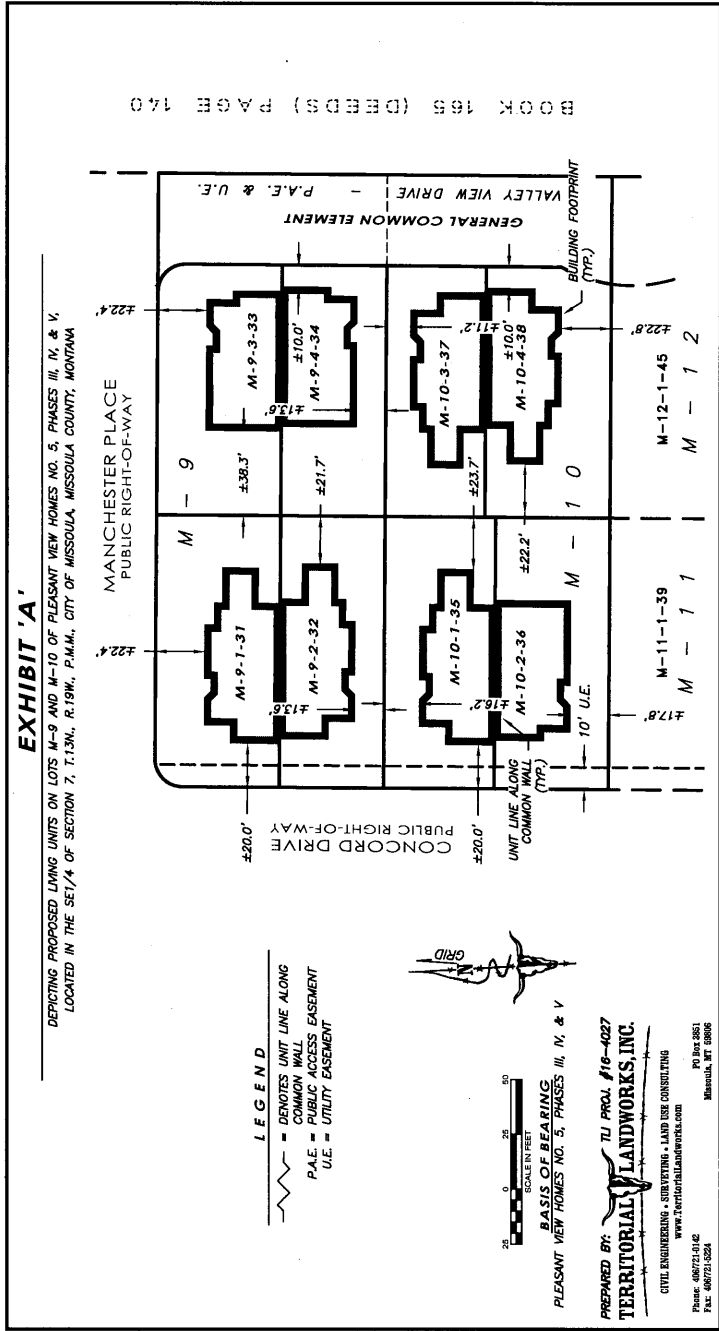
Lisa W. Delano
Notary Signature LISA W. DELANO
Notary Public for the State of Montana

EXHIBIT A
Townhome Site Plan



BOOK 165 (DEEDS) PAGE 140

DWG LOCATION: T:\CIVIL\PROJECTS\INDUSTRIAL\19-4027\19-4027.PLT



PREPARED BY: T.J. PROL #18-4027
TERRITORIAL LANDWORKS, INC.
 CIVIL ENGINEERING & SURVEYING • LAND USE CONSULTING
 www.territoriallandworks.com
 PO Box 2851
 Missoula, MT 59808

DATE: 08/21/16
FILE: 08/21/1624
PLOT DATE: 08/21/16 09 AM

DRAWN BY: T.J. PROL #18-4027
 CHECKED BY: T.J. PROL #18-4027
 DATE: 08/21/16 09 AM

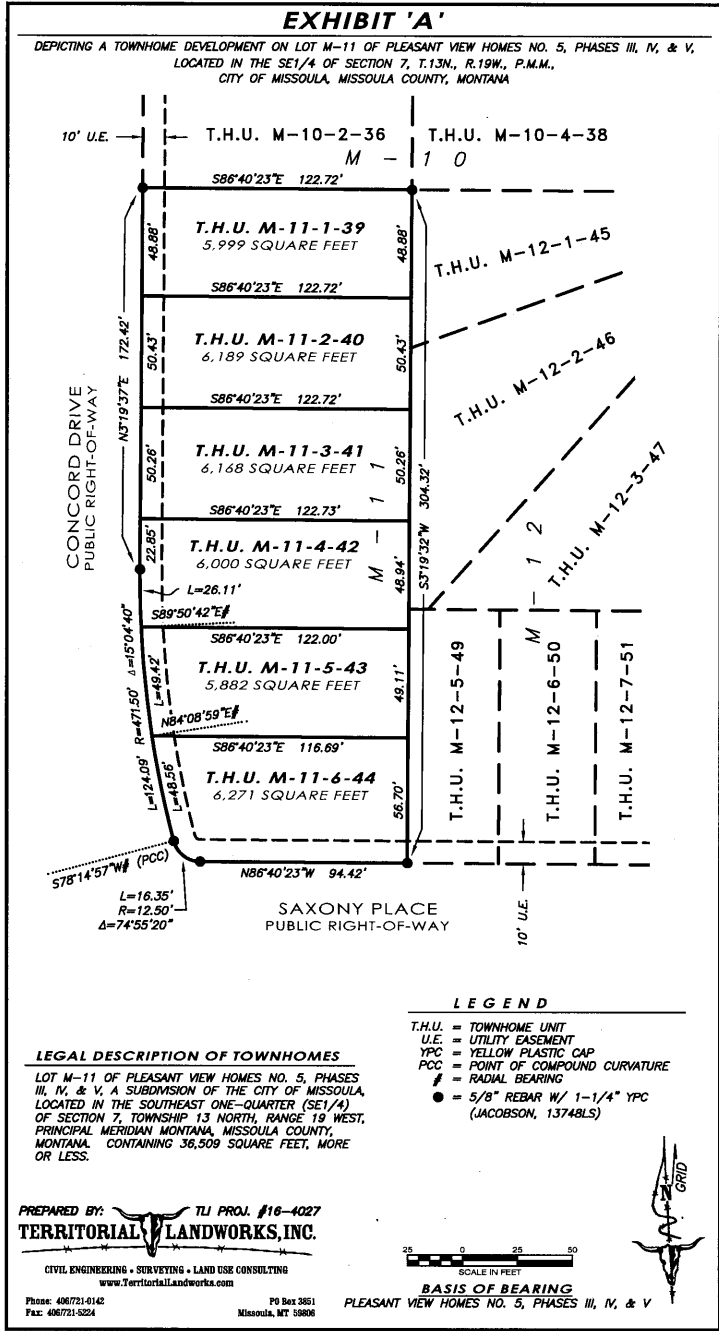
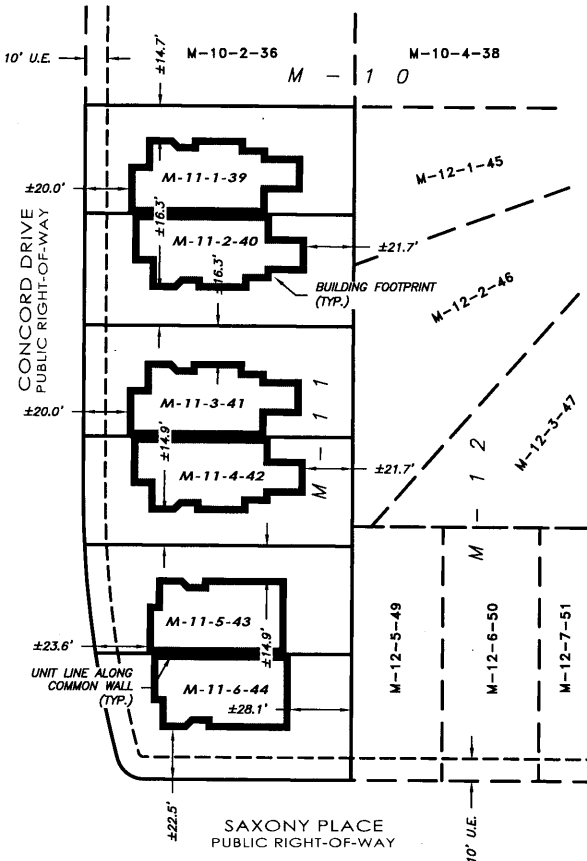


EXHIBIT 'A'

DEPICTING PROPOSED LIVING UNITS ON LOT M-11 OF PLEASANT VIEW HOMES NO. 5, PHASES III, IV, & V,
 LOCATED IN THE SE1/4 OF SECTION 7, T.13N., R.19W., P.M.M.,
 CITY OF MISSOULA, MISSOULA COUNTY, MONTANA



BASIS OF BEARING
 PLEASANT VIEW HOMES NO. 5, PHASES III, IV, & V



PREPARED BY: **TERRITORIAL LANDWORKS, INC.** TU PROJ. #16-4027

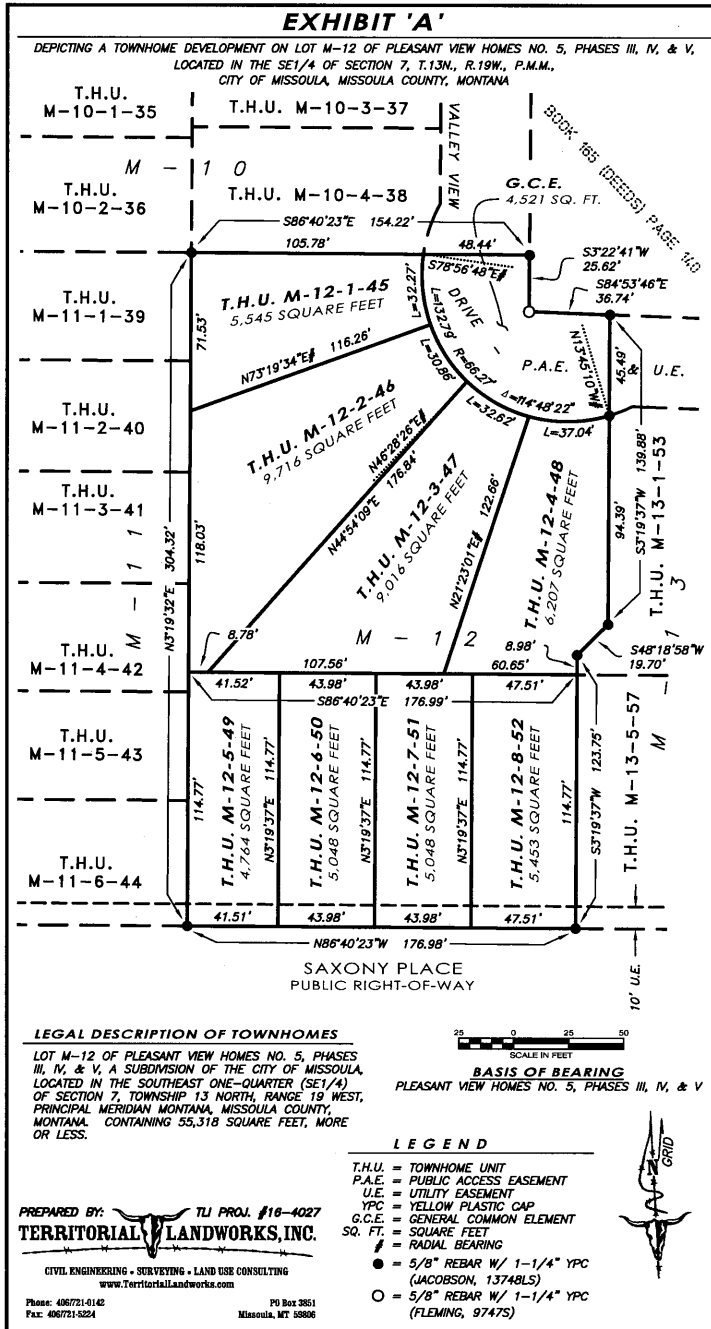
CIVIL ENGINEERING - SURVEYING - LAND USE CONSULTING
 www.TerritorialLandworks.com

Phone: 406/721-0142
 Fax: 406/721-5224

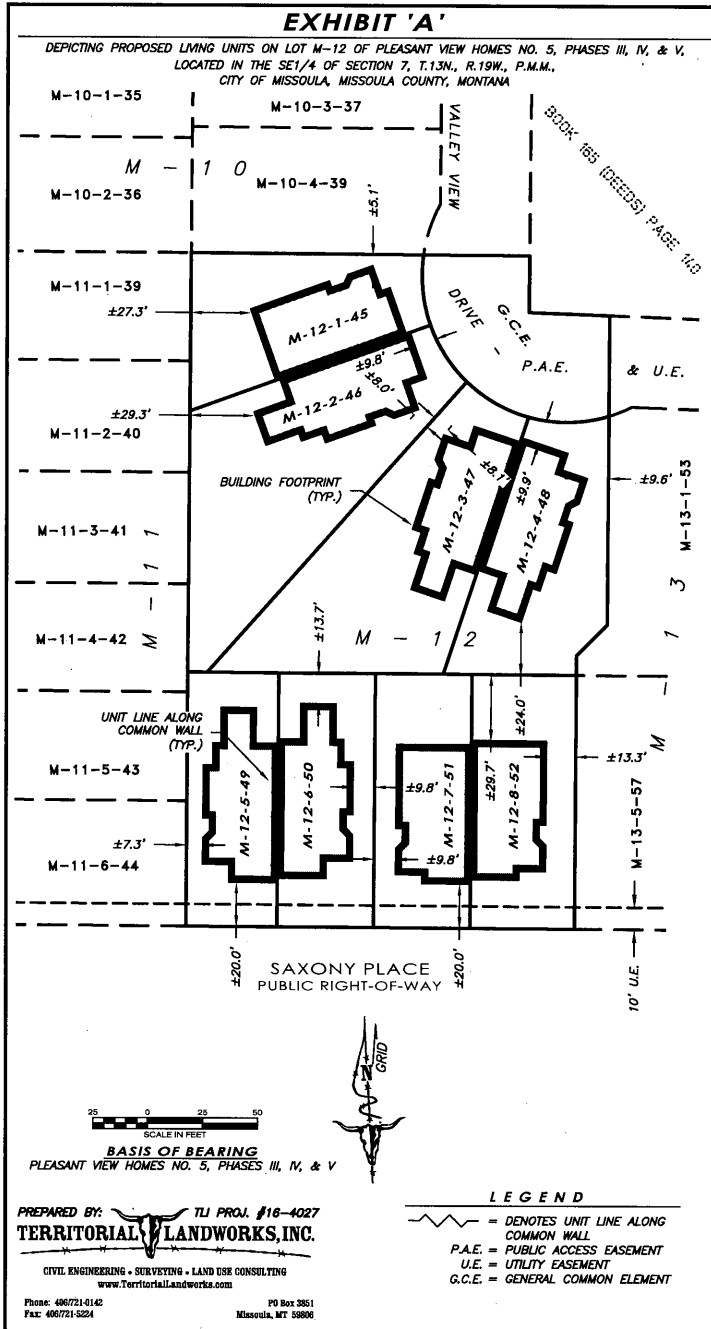
PO Box 3351
 Missoula, MT 59806

LEGEND
 --- DENOTES UNIT LINE ALONG COMMON WALL
 U.E. = UTILITY EASEMENT

D:\WORK\PROJECTS\TERRITORIAL\PROJECTS\PLEASANT VIEW HOMES\AUTOCAD\TOWNHOME UNIT EXHIBIT 'A'.DWG
 PLOT DATE: 10/11/2017 11:07 AM



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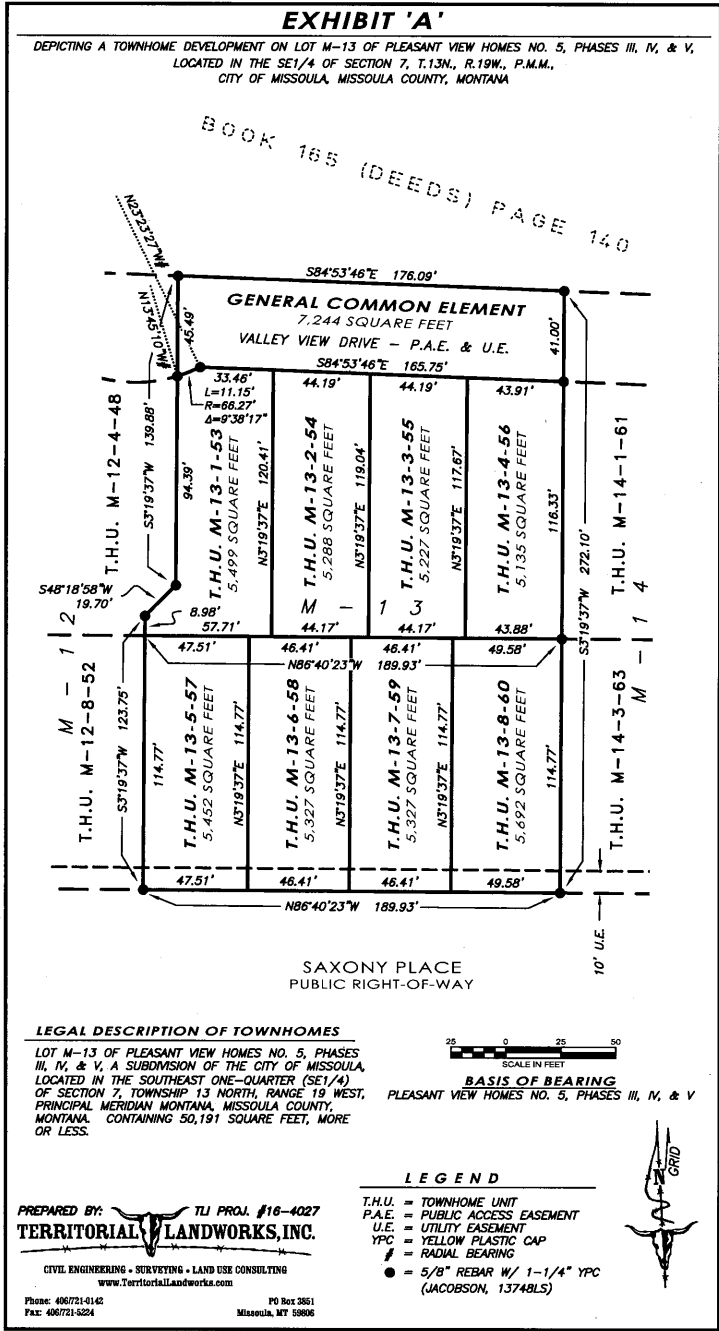
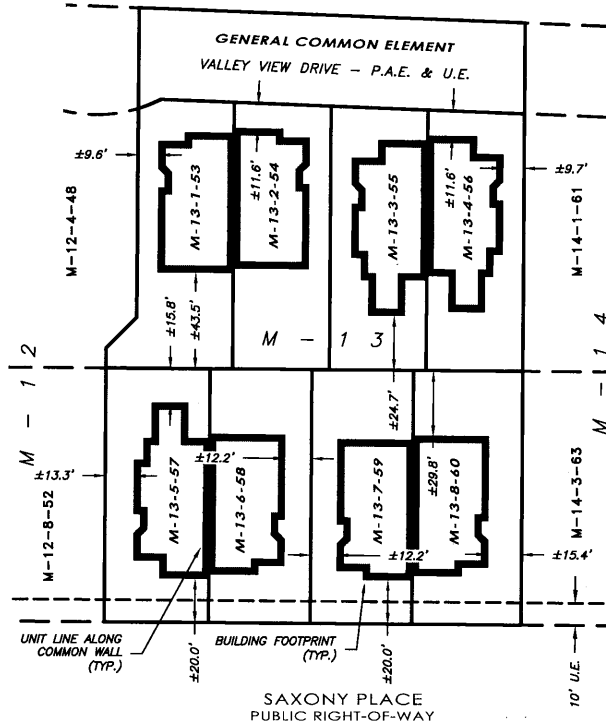


EXHIBIT 'A'

DEPICTING PROPOSED LIVING UNITS ON LOT M-13 OF PLEASANT VIEW HOMES NO. 5, PHASES III, IV, & V,
 LOCATED IN THE SE1/4 OF SECTION 7, T.13N., R.19W., P.M.M.,
 CITY OF MISSOULA, MISSOULA COUNTY, MONTANA

BOOK 165 (DEEDS) PAGE 140



PREPARED BY: **TERRITORIAL LANDWORKS, INC.** TU PROJ. #16-4027
 CIVIL ENGINEERING • SURVEYING • LAND USE CONSULTING
 www.TerritorialLandworks.com
 Phone: 406/721-0142 Fax: 406/721-5224
 PO Box 3851 Missoula, MT 59806

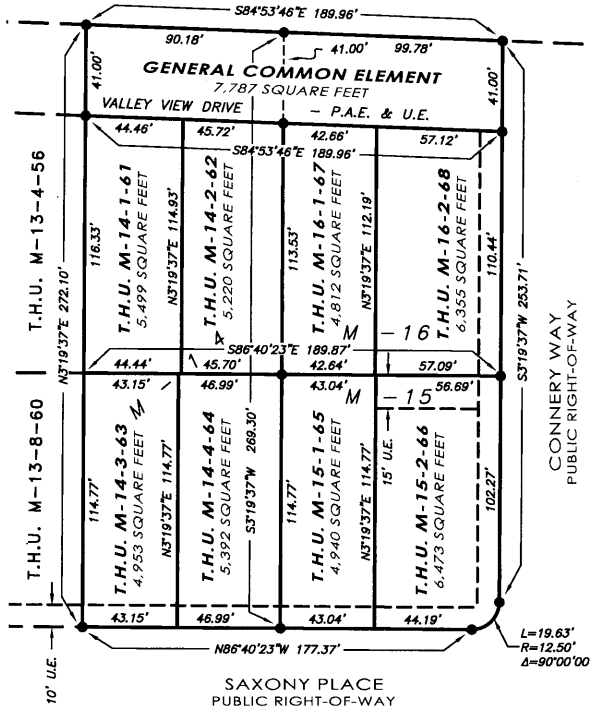
LEGEND
 ~~~~~ = DENOTES UNIT LINE ALONG COMMON WALL  
 P.A.E. = PUBLIC ACCESS EASEMENT  
 U.E. = UTILITY EASEMENT

C:\WORK\PROJECTS\16-4027 - MOST HO PLUMBING VIEW TOWNHOMES\_16-4027.DWG  
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**EXHIBIT 'A'**

DEPICTING A TOWNHOME DEVELOPMENT ON LOTS M-14, M-15 AND M-16 OF PLEASANT VIEW HOMES NO. 5, PHASES III, IV, & V, LOCATED IN THE SE1/4 OF SECTION 7, T.13N., R.19W., P.M.M., CITY OF MISSOULA, MISSOULA COUNTY, MONTANA

BOOK 165 (DEEDS) PAGE 140



**LEGAL DESCRIPTION OF TOWNHOMES**

LOTS M-14, M-15 AND M-16 OF PLEASANT VIEW HOMES NO. 5, PHASES III, IV, & V, A SUBDIVISION OF THE CITY OF MISSOULA, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN MONTANA, MISSOULA COUNTY, MONTANA, CONTAINING 51,070 SQUARE FEET, MORE OR LESS.

**BASIS OF BEARING**  
 PLEASANT VIEW HOMES NO. 5, PHASES III, IV, & V

PREPARED BY: TJ PROJ. #16-4027  
**TERRITORIAL LANDWORKS, INC.**

CIVIL ENGINEERING • SURVEYING • LAND USE CONSULTING  
 www.TerritorialLandworks.com

Phone: 406/721-0142  
 Fax: 406/721-5224

PO Box 2051  
 Missoula, MT 59806

**LEGEND**

- T.H.U. = TOWNHOME UNIT
- P.A.E. = PUBLIC ACCESS EASEMENT
- U.E. = UTILITY EASEMENT
- YPC = YELLOW PLASTIC CAP
- ⊙ = RADIAL BEARING
- = 5/8" REBAR W/ 1-1/4" YPC (JACOBSON, 13748LS)

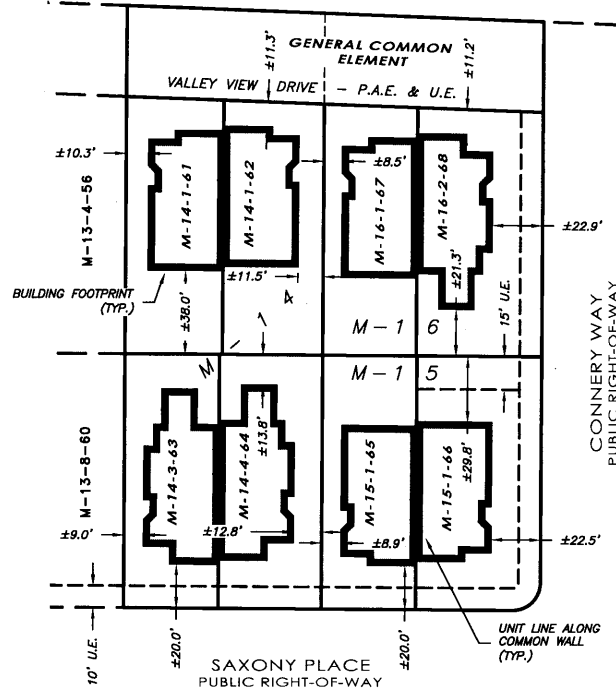


DRAWN LOCATION: T:\ACTIVE\FILESERVER\PROJECTS\2017 - MISSOULA PLEASANT VIEW TOWNHOMES\DRAWINGS\TOWNHOMES UNIT SUBMITTALS\TOWNHOMES UNIT SUBMITTALS.DWG

**EXHIBIT 'A'**

DEPICTING PROPOSED LIVING UNITS ON LOTS M-14, M-15 AND M-16 OF PLEASANT VIEW HOMES NO. 5, PHASES III, IV, & V, LOCATED IN THE SE1/4 OF SECTION 7, T.13N., R.19W., P.M.M., CITY OF MISSOULA, MISSOULA COUNTY, MONTANA

BOOK 165 (DEEDS) PAGE 140



**BASIS OF BEARING**  
 PLEASANT VIEW HOMES NO. 5, PHASES III, IV, & V

**LEGEND**

- = DENOTES UNIT LINE ALONG COMMON WALL
- P.A.E. = PUBLIC ACCESS EASEMENT
- U.E. = UTILITY EASEMENT

PREPARED BY: TLI PROJ. #16-4027  
**TERRITORIAL LANDWORKS, INC.**

CIVIL ENGINEERING - SURVEYING - LAND USE CONSULTING  
 www.TerritorialLandworks.com

Phone: 406/721-0142  
 Fax: 406/721-5224

PO Box 3851  
 Missoula, MT 59806



DRAWN LOCATION: TLI\_ACTIVE FILES\PROJECTS\PROJECTS\1627 - AGESTAD PLEASANT VIEW TOWNHOMES\_DRAFTING\DRAWINGS\AUTOCAD\TOWNHOME UNIT EXHIBIT 'A'.DWG PLOT DATE: 10/20/17 8:13 AM

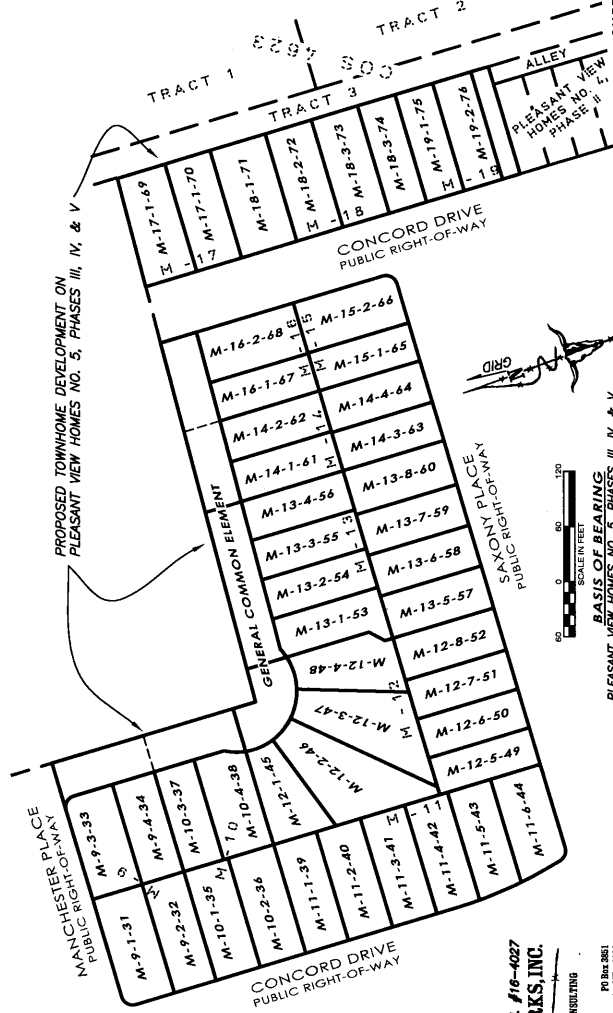
**EXHIBIT B**

| <b>Townhome Unit</b> | <b>Percentage Interest in Common Elements</b> |
|----------------------|-----------------------------------------------|
| M-9-1-31             | 2.631                                         |
| M-9-2-32             | 2.631                                         |
| M-9-3-33             | 2.631                                         |
| M-9-4-34             | 2.631                                         |
| M-10-1-35            | 2.631                                         |
| M-10-2-36            | 2.631                                         |
| M-10-3-37            | 2.631                                         |
| M-10-4-38            | 2.631                                         |
| M-11-1-39            | 2.631                                         |
| M-11-2-40            | 2.631                                         |
| M-11-3-41            | 2.631                                         |
| M-11-4-42            | 2.631                                         |
| M-11-5-43            | 2.631                                         |
| M-11-6-44            | 2.631                                         |
| M-12-1-45            | 2.631                                         |
| M-12-2-46            | 2.631                                         |
| M-12-3-47            | 2.631                                         |
| M-12-4-48            | 2.631                                         |
| M-12-5-49            | 2.631                                         |
| M-12-6-50            | 2.631                                         |
| M-12-7-51            | 2.631                                         |
| M-12-8-52            | 2.631                                         |
| M-13-1-53            | 2.631                                         |
| M-13-2-54            | 2.631                                         |
| M-13-3-55            | 2.631                                         |
| M-13-4-56            | 2.631                                         |
| M-13-5-57            | 2.631                                         |
| M-13-6-58            | 2.631                                         |
| M-13-7-59            | 2.631                                         |
| M-13-8-60            | 2.631                                         |
| M-14-1-61            | 2.631                                         |
| M-14-2-62            | 2.631                                         |
| M-14-3-63            | 2.631                                         |
| M-14-4-64            | 2.631                                         |
| M-15-1-65            | 2.631                                         |
| M-15-2-66            | 2.631                                         |
| M-16-1-67            | 2.631                                         |
| M-16-2-68            | 2.631                                         |
| <b>TOTAL:</b>        | <b>100%</b>                                   |

**EXHIBIT C**  
**Conceptual Project Plan**

**EXHIBIT 'C'**

DEPICTING A TOWNHOME DEVELOPMENT ON LOTS M-9 THROUGH M-19 OF PLEASANT VIEW HOMES NO. 5, PHASES III, IV, & V,  
 LOCATED IN THE SE1/4 OF SECTION 7, T.13N., R.19W., P.M.M., CITY OF MISSOULA, MISSOULA COUNTY, MONTANA



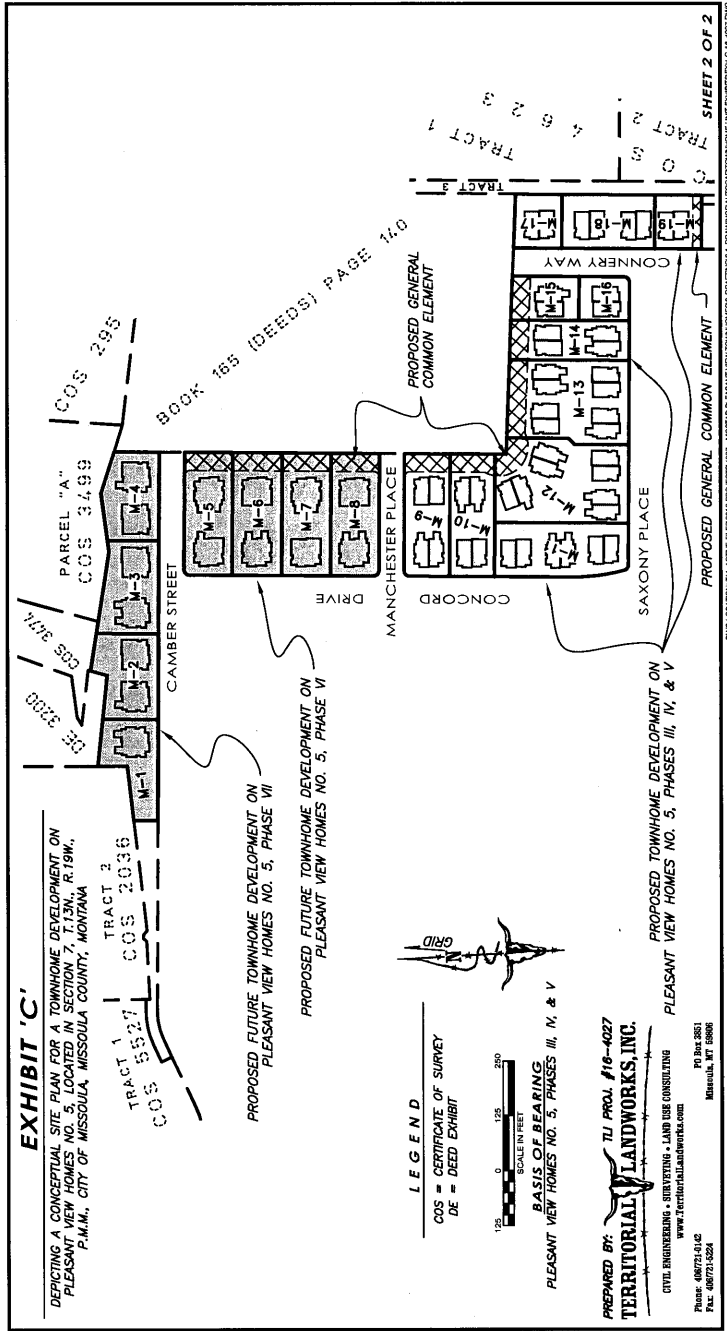
PREPARED BY: TJ PROJ #16-4027  
**TERRITORIAL LANDWORKS, INC.**

CIVIL ENGINEERING • SURVEYING • LAND USE CONSULTING  
 www.territoriallandworks.com

Phone: 406/721-0142  
 Fax: 406/721-0224  
 PO Box 3861  
 Missoula, MT 59806

PLOT DATE: 03/20/17 10:22 AM

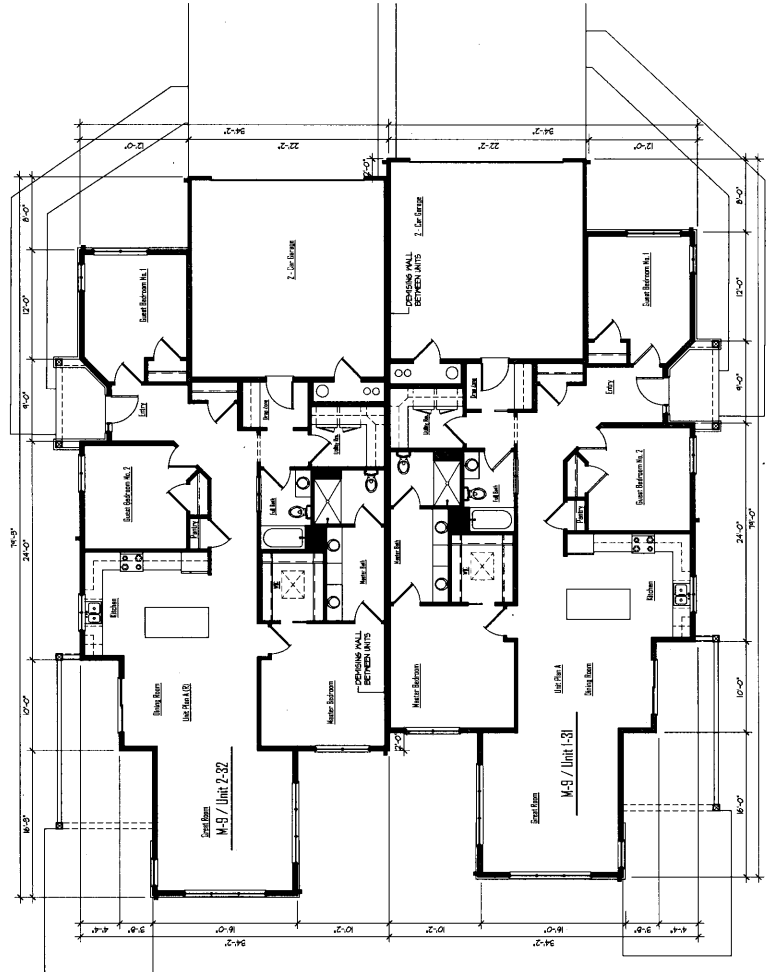
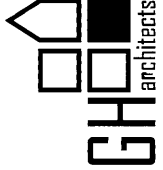
SHEET 1 OF 2





**EXHIBIT D**  
**Floorplans**

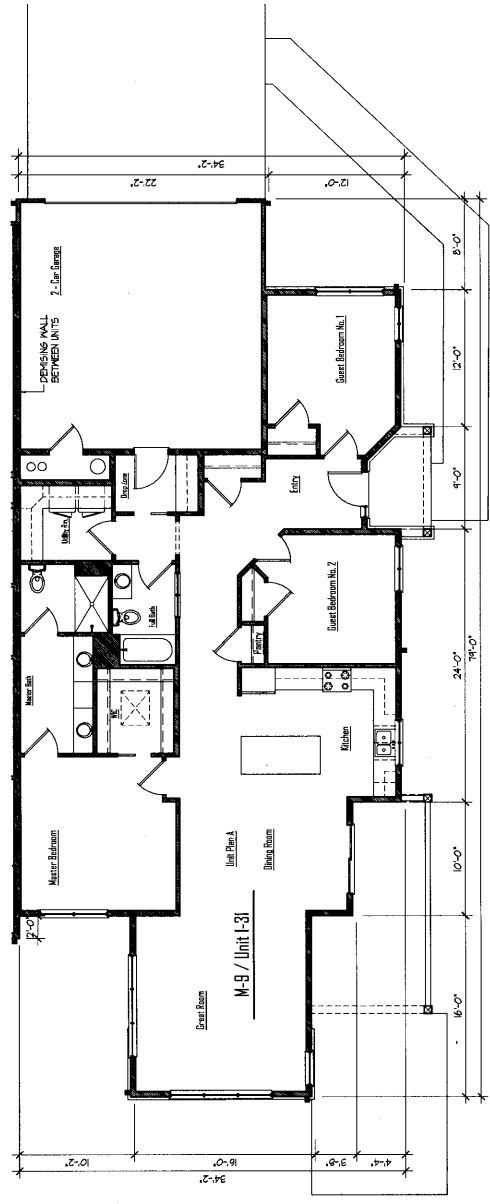
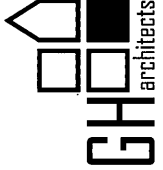
STATEMENT OF ARCHITECT:  
 THESE PLANS ARE AN ACCURATE  
 COPY OF THE PLANS FILED WITH AND APPROVED  
 BY THE CITY AND COUNTY OFFICERS HAVING  
 JURISDICTION TO ISSUE BUILDING PERMITS.  
 VINCENT D. SAVIN, P.A.  
 AUGUST 2017



Building Type I ~ Lot M-9 / Units I-31 & 2-32  
 Valley View Terrace



STATEMENT OF ARCHITECT:  
 I CERTIFY THAT THESE PLANS ARE AN ACCURATE  
 COPY OF THE PLANS FILED WITH AND APPROVED  
 BY THE BOARD OF ARCHITECTS AND ENGINEERS  
 REGISTERED TO SEAL BUILDING PERMITS  
 VINCENT D. GAVIN, AIA AUGUST 2017



Unit Plan A

MAIN LEVEL: 1766 sq. ft.  
 GARAGE: 545 sq. ft.

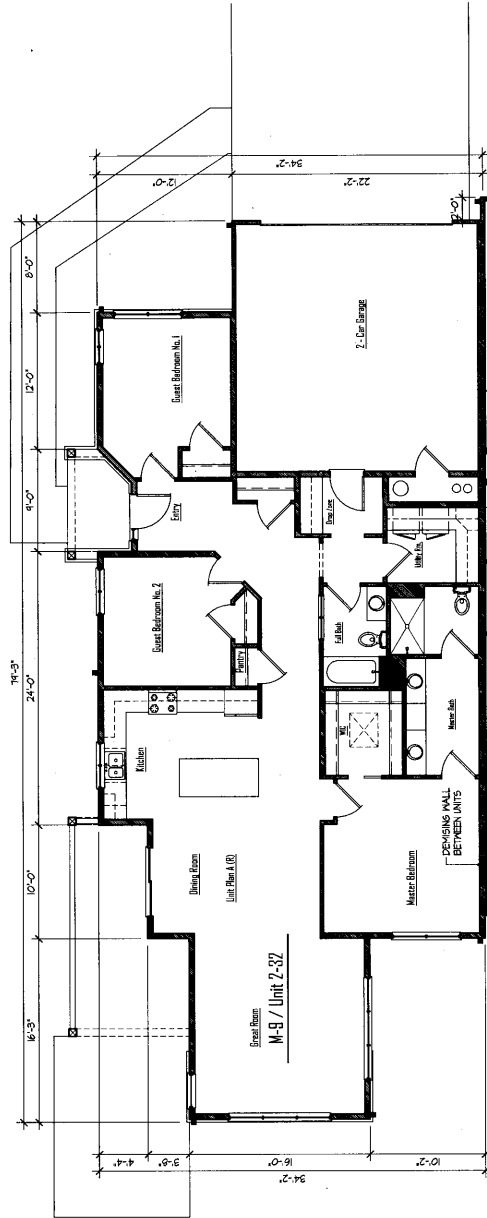
Building Type I ~ Lot M-9 / Units I-31



Valley View Terrace



STATEMENT OF ARCHITECT:  
 I CERTIFY THAT THESE PLANS ARE AN ACCURATE  
 COPY OF THE PLANS FILED WITH AND APPROVED  
 BY THE BOARD OF ARCHITECTS AND ENGINEERS  
 AND LAND SURVEYORS IN EXERCISE OF THEIR  
 JURISDICTION TO ISSUE BUILDING PERMITS.  
 VINCENT D. GAVIN, AIA AUGUST 2, 2017



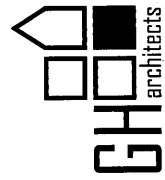
Unit Plan A (R)

MAIN LEVEL = 1,156 sq. ft.  
 GARAGE = 545 sq. ft.

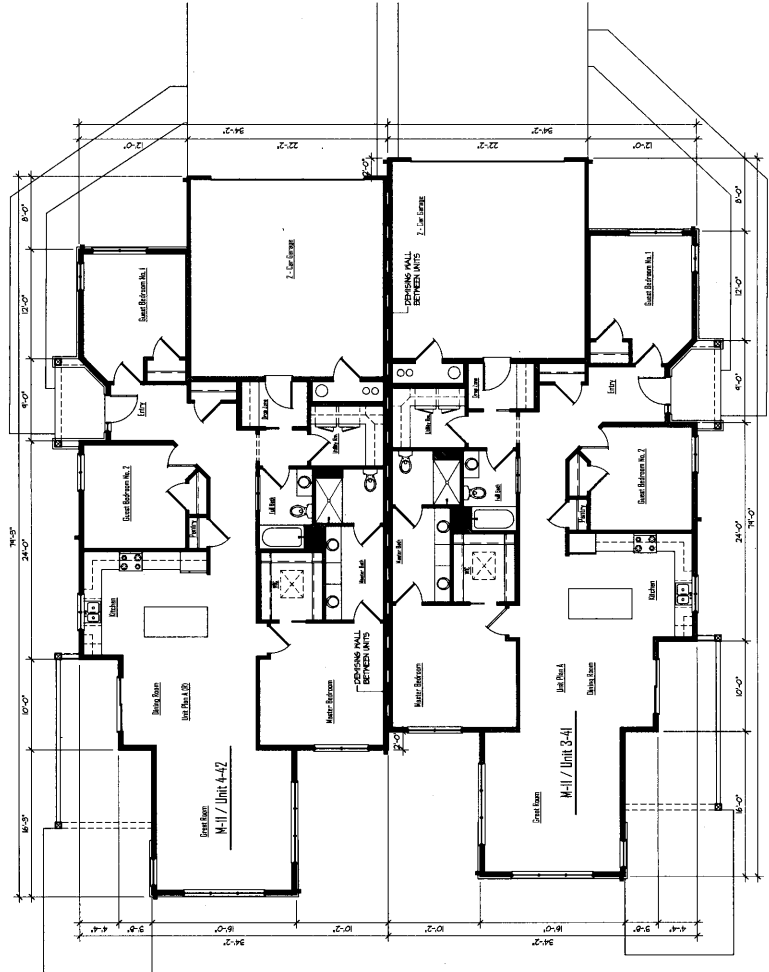
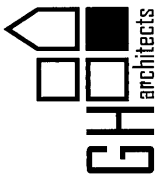
Building Type I ~ Lot M-9 / Units 2-32



Valley View Terrace



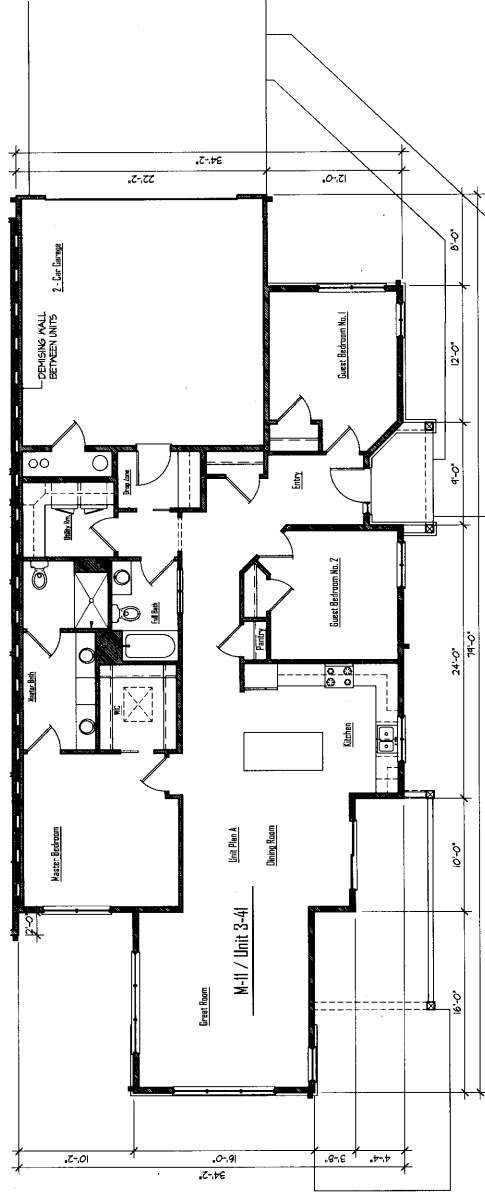
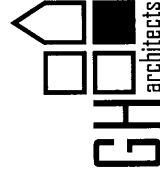
STATEMENT OF ARCHITECT:  
 I CERTIFY THAT THESE PLANS ARE AN ACCURATE  
 COPY OF THE PLANS FILED WITH AND APPROVED  
 BY THE CITY AND COUNTY OFFICERS HAVING  
 JURISDICTION TO ISSUE BUILDING PERMITS.  
 VINCENT B. GAVIN, P.A.  
 AUGUST 23, 2017



Building Type I ~ Lot M-11 / Units 3-41 & 4-42  
 Valley View Terrace



STATEMENT OF ARCHITECT:  
 I CERTIFY THAT THESE PLANS ARE AN ACCURATE  
 COPY OF THE PLANS FILED WITH AND APPROVED  
 BY THE BOARD OF ARCHITECTS AND ENGINEERS  
 IN CONNECTION TO SAID BUILDING PERMITS.  
 VINCENT D. SAVVA, AIA AUGUST 2, 2017



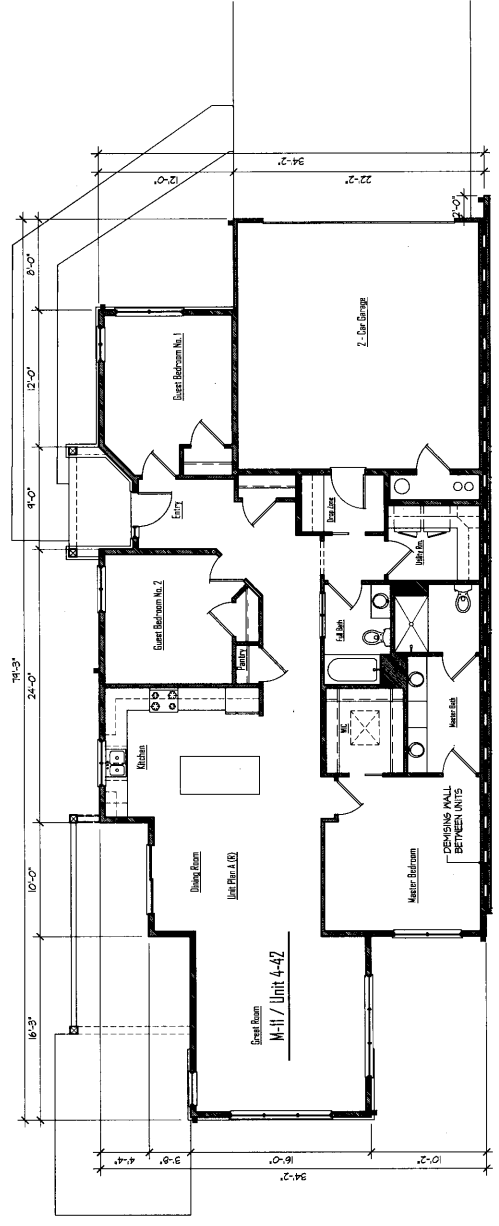
Building Type I ~ Lot M-11 / Units 3-41  
 Valley View Terrace

Unit Plan A

MAIN LEVEL = 1766 sq. ft.  
 GARAGE = 545 sq. ft.

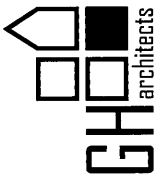


STATEMENT OF ARCHITECT:  
 I CERTIFY THAT THESE PLANS ARE AN ACCURATE  
 COPY OF THE PLANS FILED WITH AND APPROVED  
 BY THE BOARD OF ARCHITECTS AND ENGINEERS  
 IN ACCORDANCE WITH THE BUILDING PERMITS  
 VINCENT D. GAVIN, AIA AUGUST 2, 2017



Unit Plan A (R)  
 MAIN LEVEL = 1756 sq. ft.  
 GARAGE = 545 sq. ft.

Building Type I ~ Lot M-11 / Units 4-42  
 Valley View Terrace





**DEVELOPMENT SERVICES**

435 RYMAN • MISSOULA, MT 59802 - 4297 • (406) 552-6630 • FAX: (406) 552-6053

**Townhouse Certification Letter**

August 22<sup>nd</sup>, 2017

Sean Amundson  
Territorial Landworks, Inc  
1817 South Ave W.  
Suite A  
Missoula, MT 59801

Dear Mr. Amundson,

Development Services has reviewed the property legally described as Lot M-9 and M-10 of Pleasant View Homes No. 5, Phases 3-5. It is our understanding that you desire to file a Declaration of Townhouse Ownership for four Two-Unit houses on this lot, for a total of 8 units.

**A. City Exemption**

1. Condominiums, townhomes, or townhouses, as those terms are defined in MCA 70-23-102, if constructed in the City of Missoula on land subdivided in compliance with State Law (MCA, Title 76, Chapter 3, Parts 5 and 6) or on lots within incorporated cities and towns, are exempt from subdivision review if:

- a. The proposal is a conversion of an existing rental-occupancy apartment house or office building to individual condominium ownership;
- b. The approval of the original subdivision of land where the condominiums, townhomes, or townhouses will be constructed expressly contemplated the construction of such and included applicable park dedication as required by 76-3-621; or
- c. The condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.
  - i. The proposed development was determined to be in compliance with applicable local zoning regulations under City zoning compliance permit 2017-MSS-ZCP-00029.

This proposal complies with the Subdivision Exemption Regulations as they apply to condominiums, townhomes, or townhouses.

If you have any further questions you may contact the City of Missoula Development Services at 552-6625.

Sincerely,

*Ben Brewer*

Ben Brewer, Planner





**DEVELOPMENT SERVICES**

435 RYMAN • MISSOULA, MT 59802 - 4297 • (406) 552-6630 • FAX: (406) 552-6053

**Townhouse Certification Letter**

August 22<sup>nd</sup>, 2017

Sean Amundson  
Territorial Landworks, Inc  
1817 South Ave W.  
Suite A  
Missoula, MT 59801

Dear Mr. Amundson,

Development Services has reviewed the property legally described as Lot M-11 of Pleasant View Homes No. 5, Phases 3-5. It is our understanding that you desire to file a Declaration of Townhouse Ownership for Three Two-Unit houses on this lot, for a total of 6 units.

**A. City Exemption**

1. Condominiums, townhomes, or townhouses, as those terms are defined in MCA 70-23-102, if constructed in the City of Missoula on land subdivided in compliance with State Law (MCA, Title 76, Chapter 3, Parts 5 and 6) or on lots within incorporated cities and towns, are exempt from subdivision review if:
  - a. The proposal is a conversion of an existing rental-occupancy apartment house or office building to individual condominium ownership;
  - b. The approval of the original subdivision of land where the condominiums, townhomes, or townhouses will be constructed expressly contemplated the construction of such and included applicable park dedication as required by 76-3-621; or
  - c. The condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.
    - i. The proposed development was determined to be in compliance with applicable local zoning regulations under City zoning compliance permit 2017-MSS-ZCP-00033.

This proposal complies with the Subdivision Exemption Regulations as they apply to condominiums, townhomes, or townhouses.

If you have any further questions you may contact the City of Missoula Development Services at 552-6625.

Sincerely,

*Ben Brewer*

Ben Brewer, Planner



**DEVELOPMENT SERVICES**

435 RYMAN • MISSOULA, MT 59802 - 4297 • (406) 552-6630 • FAX: (406) 552-6053

**Townhouse Certification Letter**

October 2<sup>nd</sup>, 2017

Sean Amundson  
Territorial Landworks, Inc  
1817 South Ave W.  
Suite A  
Missoula, MT 59801

Dear Mr. Amundson,

Development Services has reviewed the property legally described as Lot M-12 of Pleasant View Homes No. 5, Phases 3-5. It is our understanding that you desire to file a Declaration of Townhouse Ownership for four Two-Unit houses on this lot, for a total of 8 units.

**A. City Exemption**

1. Condominiums, townhomes, or townhouses, as those terms are defined in MCA 70-23-102, if constructed in the City of Missoula on land subdivided in compliance with State Law (MCA, Title 76, Chapter 3, Parts 5 and 6) or on lots within incorporated cities and towns, are exempt from subdivision review if:
  - a. The proposal is a conversion of an existing rental-occupancy apartment house or office building to individual condominium ownership;
  - b. The approval of the original subdivision of land where the condominiums, townhomes, or townhouses will be constructed expressly contemplated the construction of such and included applicable park dedication as required by 76-3-621; or
  - c. The condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.
    - i. The proposed development was determined to be in compliance with applicable local zoning regulations under City zoning compliance permit 2017-MSS-ZCP-00038.

This proposal complies with the Subdivision Exemption Regulations as they apply to condominiums, townhomes, or townhouses.

If you have any further questions you may contact the City of Missoula Development Services at 552-6625.

Sincerely,

*Ben Brewer*

Ben Brewer, Planner



**DEVELOPMENT SERVICES**

435 RYMAN • MISSOULA, MT 59802 - 4297 • (406) 552-6630 • FAX: (406) 552-6053

**Townhouse Certification Letter**

October 2<sup>nd</sup>, 2017

Sean Amundson  
Territorial Landworks, Inc  
1817 South Ave W.  
Suite A  
Missoula, MT 59801

Dear Mr. Amundson,

Development Services has reviewed the property legally described as Lot M-13 of Pleasant View Homes No. 5, Phases 3-5. It is our understanding that you desire to file a Declaration of Townhouse Ownership for four Two-Unit houses on this lot, for a total of 8 units.

**A. City Exemption**

1. Condominiums, townhomes, or townhouses, as those terms are defined in MCA 70-23-102, if constructed in the City of Missoula on land subdivided in compliance with State Law (MCA, Title 76, Chapter 3, Parts 5 and 6) or on lots within incorporated cities and towns, are exempt from subdivision review if:
  - a. The proposal is a conversion of an existing rental-occupancy apartment house or office building to individual condominium ownership;
  - b. The approval of the original subdivision of land where the condominiums, townhomes, or townhouses will be constructed expressly contemplated the construction of such and included applicable park dedication as required by 76-3-621; or
  - c. The condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.
    - i. The proposed development was determined to be in compliance with applicable local zoning regulations under City zoning compliance permit 2017-MSS-ZCP-00039.

This proposal complies with the Subdivision Exemption Regulations as they apply to condominiums, townhomes, or townhouses.

If you have any further questions you may contact the City of Missoula Development Services at 552-6625.

Sincerely,

*Ben Brewer*

Ben Brewer, Planner



**DEVELOPMENT SERVICES**

435 RYMAN • MISSOULA, MT 59802 - 4297 • (406) 552-6630 • FAX: (406) 552-6053

**Townhouse Certification Letter**

October 2<sup>nd</sup>, 2017

Sean Amundson  
Territorial Landworks, Inc  
1817 South Ave W.  
Suite A  
Missoula, MT 59801

Dear Mr. Amundson,

Development Services has reviewed the property legally described as Lots M-14, M-15, & M-16 of Pleasant View Homes No. 5, Phases 3-5. It is our understanding that you desire to file a Declaration of Townhouse Ownership for four Two-Unit houses on these lots, for a total of 8 units.

**A. City Exemption**

1. Condominiums, townhomes, or townhouses, as those terms are defined in MCA 70-23-102, if constructed in the City of Missoula on land subdivided in compliance with State Law (MCA, Title 76, Chapter 3, Parts 5 and 6) or on lots within incorporated cities and towns, are exempt from subdivision review if:
  - a. The proposal is a conversion of an existing rental-occupancy apartment house or office building to individual condominium ownership;
  - b. The approval of the original subdivision of land where the condominiums, townhomes, or townhouses will be constructed expressly contemplated the construction of such and included applicable park dedication as required by 76-3-621; or
  - c. The condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.
    - i. The proposed development was determined to be in compliance with applicable local zoning regulations under City zoning compliance permit 2017-MSS-ZCP-00040.

This proposal complies with the Subdivision Exemption Regulations as they apply to condominiums, townhomes, or townhouses.

If you have any further questions you may contact the City of Missoula Development Services at 552-6625.

Sincerely,

*Ben Brewer*

Ben Brewer, Planner



September 25, 2017

Sean R Amundson  
Territorial Landworks Inc  
P O Box 3851  
Missoula MT 59807

RE: Valley View Terrace Townhomes  
Missoula County  
E.Q. #17-1620

Dear Mr. Amundson:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Barb Kingery".

Barb Kingery, Supervisor  
Subdivision Review Section

BK/le

cc: County Sanitarian  
County Planning Board (e-mail)  
Owner

STATE OF MONTANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CERTIFICATE OF SUBDIVISION APPROVAL  
(Section 76-4-101 et seq. MCA)

TO: County Clerk and Recorder  
Missoula County  
Missoula, Montana

E.Q.# 17-1620  
Name: Mostad

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Valley View Terrace Townhomes**, located in Section 7, Township 13 North, Range 19 West, consisting of thirty eight (38) townhome lots in Missoula County, Montana, has been reviewed by personnel of the Water Quality Division, and,

THAT all 38 townhome lots have been reviewed, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the lot size as indicated on the plat on file with the County Clerk and Recorder will not be further altered without approval, and,

**THAT each townhome lot shall be used for a single family dwelling, and,**

THAT the water supply will be provided by City of Missoula Water, Public Water Supply #MT0000294 or its successor, and,

THAT sewer facilities will be provided by the City of Missoula's Municipal Wastewater Treatment Facility, and,

THAT the City of Missoula will review and approve the storm drainage facilities for the property during the building permit approval process and/or accept the increased stormwater runoff from the site; and

**THAT the water supplies, the sewage disposal system and the storm drainage will be located as shown on the approved plans and/or lot layouts, and,**

**THAT the developer and/or owner of record shall provide the purchaser of property with a copy of the certificate of survey, approved location of water supply and sewage disposal system as shown on the attached lot layout, and a copy of this document, and,**

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3 & 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Montana Department of Environmental Quality.

Page 2 of 2  
Missoula County  
Name: Mostad

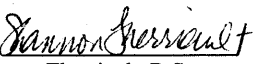
THAT pursuant to Section 76-4-122(2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and the local Health Officer, before filing a Certificate of Survey or a subdivision plat with the County Clerk and Recorder.

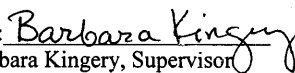
YOU ARE REQUESTED to record this certificate by attaching it to the plat of said subdivision filed in your office as required by law.

DATED this 18<sup>th</sup> day of September, 2017.

ELLEN LEAHY, DIRECTOR  
MISSOULA CITY-CO. HEALTH DEPT.

TOM LIVERS  
DIRECTOR, DEQ

BY:   
Shannon Therriault, R.S.  
Environmental Health Director

BY:   
Barbara Kingery, Supervisor  
Subdivision Section  
Water Quality Division  
Department of Environmental Quality

RECEIVED OCT 06 2017

PROVIDED BY LARRY COMBERGER

*Barbara King* 10/6/17  
PROJECT SUPERVISOR

|                             |                                                              |                    |                                                                               |
|-----------------------------|--------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------|
| <p>1 of 2</p> <p>16-027</p> | <p>MDEO SITE LAYOUT</p> <p>VALLEY VIEW TERRACE TOWNHOMES</p> | <p>GENE MOSTAD</p> | <p>REARVIEW VIEW HILLES # SB<br/>MADONNA &amp; HORTON<br/>PHASE 3 &amp; 4</p> |
|-----------------------------|--------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------|

**LOT LAYOUT REQUIREMENTS - ITEM 17.28 (MDEO):**

- 1. THE PAVED DRIVEWAY SHALL BE PAVED WITH ASPHALT OR CONCRETE.
- 2. THE DRIVEWAY SHALL BE PAVED TO THE CURB OR TO THE DRIVEWAY CURB.
- 3. THE DRIVEWAY SHALL BE PAVED TO THE DRIVEWAY CURB.
- 4. THE DRIVEWAY SHALL BE PAVED TO THE DRIVEWAY CURB.
- 5. THE DRIVEWAY SHALL BE PAVED TO THE DRIVEWAY CURB.
- 6. THE DRIVEWAY SHALL BE PAVED TO THE DRIVEWAY CURB.
- 7. THE DRIVEWAY SHALL BE PAVED TO THE DRIVEWAY CURB.
- 8. THE DRIVEWAY SHALL BE PAVED TO THE DRIVEWAY CURB.
- 9. THE DRIVEWAY SHALL BE PAVED TO THE DRIVEWAY CURB.
- 10. THE DRIVEWAY SHALL BE PAVED TO THE DRIVEWAY CURB.

**LEGEND**

**ESCAPES**

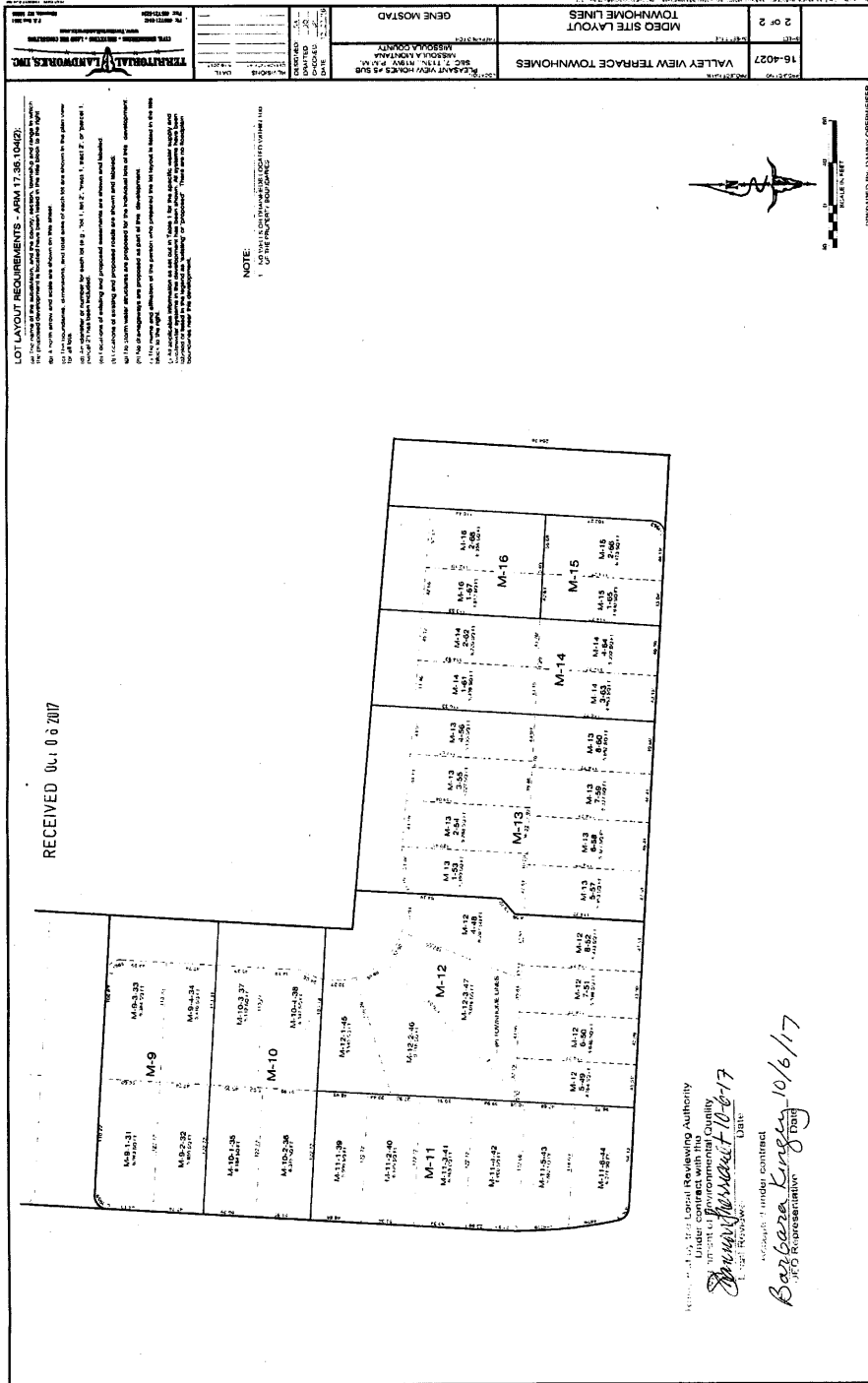
- 1. ESCAPE FROM THE HOUSE TO THE DRIVEWAY
- 2. ESCAPE FROM THE HOUSE TO THE DRIVEWAY
- 3. ESCAPE FROM THE HOUSE TO THE DRIVEWAY
- 4. ESCAPE FROM THE HOUSE TO THE DRIVEWAY
- 5. ESCAPE FROM THE HOUSE TO THE DRIVEWAY
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- 9. ESCAPE FROM THE HOUSE TO THE DRIVEWAY
- 10. ESCAPE FROM THE HOUSE TO THE DRIVEWAY

**PROPOSED**

- 1. DRIVEWAY
- 2. DRIVEWAY
- 3. DRIVEWAY
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- 8. DRIVEWAY
- 9. DRIVEWAY
- 10. DRIVEWAY

SCALE 1/8" = 1'





**LOT LAYOUT REQUIREMENTS - ARM 17.36.04(2):**  
 All lots shall be developed in accordance with the applicable zoning ordinance and shall be developed in accordance with the following requirements:  
 1. The lot shall be developed with a minimum of 20% of the lot area in residential use.  
 2. The lot shall be developed with a minimum of 20% of the lot area in residential use.  
 3. The lot shall be developed with a minimum of 20% of the lot area in residential use.  
 4. The lot shall be developed with a minimum of 20% of the lot area in residential use.  
 5. The lot shall be developed with a minimum of 20% of the lot area in residential use.  
 6. The lot shall be developed with a minimum of 20% of the lot area in residential use.  
 7. The lot shall be developed with a minimum of 20% of the lot area in residential use.  
 8. The lot shall be developed with a minimum of 20% of the lot area in residential use.  
 9. The lot shall be developed with a minimum of 20% of the lot area in residential use.  
 10. The lot shall be developed with a minimum of 20% of the lot area in residential use.

**NOTE:**  
 1. OF THE FACILITY "INDICATED"

Approved by the Local Reviewing Authority  
 Department of Environmental Quality  
 10/6/17  
 Barbara King  
 JPO Representative

PREPARED BY: LARRY COBBERGER

|         |                               |         |                                |
|---------|-------------------------------|---------|--------------------------------|
| 16-4027 | VALLEY VIEW TERRACE TOWNHOMES | 16-4027 | MCO SITE LAYOUT TOWNHOME UNITS |
| 2 of 2  |                               |         |                                |

**After Recording Return To:**  
Alan F. McCormick, Esq.  
Garlington, Lohn & Robinson, PLLP  
350 Ryman St. • P.O. Box 7909  
Missoula, MT 59807-7909

**BYLAWS OF  
VALLEY VIEW TERRACE TOWNHOMES ASSOCIATION, INC.**

**1. Introduction - Plan of Unit Ownership.**

The provisions of these Bylaws apply to the use and occupancy of Valley View Terrace Townhomes project as set forth in the Declaration of Townhomes under Unit Ownership Act Pertaining to Valley View Terrace Townhomes submitted pursuant to the requirements of Chapter 23, Title 70 of the Montana Code Annotated.

**2. Name and Offices of Association.**

The name of this Association shall be VALLEY VIEW TERRACE TOWNHOMES ASSOCIATION, INC., a Montana nonprofit corporation, with offices located in Missoula County, Montana at a location as determined from time to time by the Board of Directors.

**3. Definitions.**

Unless the context hereof requires otherwise and except as otherwise provided in the other Sections of this Article or as otherwise expressly defined in the Declaration, the terms used in these Bylaws and the Declaration to the extent covered thereby, shall be those set forth in Montana Code Annotated § 70-23-102.

**3.1 "Act"** means the Montana Nonprofit Corporation Act, Title 35, Chapter 2 of the Montana Code Annotated.

**3.2 "Association"** means Valley View Terrace Townhomes Association, Inc.

**3.3 "Bylaws"** mean the Bylaws of Valley View Terrace Townhomes Association, Inc.

**3.4 "Declaration"** means the Declaration of Townhomes Under Unit Ownership Act Pertaining to Valley View Terrace Townhomes, and recorded in the office of the Missoula County Clerk and Recorder, as may be amended from time to time.

**3.5 "Declarant"** shall mean and refer to V & V Terrace, LLC, a Montana limited

liability company, and its successors and assigns.

**3.6 "Project"** means Valley View Terrace Townhomes project which includes the real property, building and other improvements constructed thereon as set forth in the Declaration, including all Common Elements (both general and limited).

**3.7 "Unit"** as that term is defined in the Montana Unit Ownership Act means a Townhome Lot in the Project.

**3.8 "Unit Ownership Act"** means Title 70, Chapter 23, of the Montana Code Annotated, as amended.

#### **4. Membership and Voting.**

**4.1 Members.** As set forth in the Declaration, all owners of Townhome Lots in the Project shall be members of and constitute the Association.

Each Townhome Lot owner shall register with the Secretary of the Association, in writing, within thirty (30) days after taking title to a Townhome Lot, (i) the name, address and phone number of the owners and any occupants of the Townhome Lot; (ii) whether the Townhome Lot is owner-occupied and whether any other occupant(s) occupy the Townhome Lot under a lease with the owner; (iii) the nature of such owner's interest or estate in each Townhome Lot owned; (iv) the address at which the owner desires to receive notice of any meeting of the owners, or other notices, if other than the Townhome Lot address, which may include an email address or other electronic means of receiving notices (v) the name and address of the secured party holding the first mortgage on the Townhome Lot, if any; and (vi) the name of the owner, if there are multiple owners of the Townhome Lot, who shall be authorized to cast the vote with respect to the Townhome Lot and who shall be authorized to receive notices on behalf of the multiple owners of the Townhome Lot. The owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information.

**4.2 Voting.** Voting shall be done on a percentage basis as set forth in the Declaration. Votes may be cast in person or by proxy by the respective Townhome Lot owners as shown in the record of ownership of the Association. A personal representative, guardian or trustee ("Representative Owner") may vote for any Townhome Lot owned or controlled by the Representative Owner in such capacity, whether or not the same shall have been transferred to the Representative Owner's name in the Association's record of ownership, provided that the Representative Owner shall first present evidence satisfactory to the Secretary or Presiding Officer that the Representative Owner owns or controls such Townhome Lot in such capacity. The vote for any Townhome Lot owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and in case of protest each co-tenant shall be entitled to only a share of such vote in proportion to such co-tenant's share of ownership in such Townhome Lot. The vote for any Townhome Lot owned by an entity may be exercised by an authorized representative of the entity (e.g. an officer, director, partner, or member), provided that the entity owner shall first present evidence

satisfactory to the Secretary or Presiding Officer that the representative has the authority to vote on behalf of the entity. The information provided to the Secretary under Section 4.1, above, shall be considered satisfactory evidence and may be relied upon by the Secretary or Presiding Officer.

**4.3 Authority.** The authority (including a proxy) given by any Townhome Lot owner to another person to represent the Townhome Lot owner at meetings of the Association shall be in writing, signed by such Townhome Lot owner and filed with the Secretary on a form approved by the Board, and unless limited by its terms shall continue in effect until the earliest of the following events: (i) revocation by the granting owner by written notice or by personally attending and voting at the meeting for which the authorization is effective, (ii) eleven (11) months after the date of the authorization, unless otherwise provided in the authorization, or (iii) the time at which the granting owner is no longer an owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any Townhome Lot or interest therein, a true copy of which is filed with the Board through the Secretary, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

## **5. Meetings of Members.**

**5.1 Annual Meeting.** There shall be an annual meeting of voting members of the Association on the third Wednesday after the end of each fiscal year of the Association (or on such other date that the Board may agree upon) at a time and place in Missoula County designated in the written notice thereof delivered to voting members personally, via electronic mail or other reasonable electronic means, or by first class mail by the Board of Directors at least ten (10) days but not more than thirty (30) days prior to the date of said meeting. At the annual meeting, the Board of Directors shall present a written statement to each voting member of the financial condition of the Association as set forth in Section 5.6, below. Any voting owner not present shall be sent said statement by first class mail within ten (10) days after the annual meeting.

**5.2 Special Meetings.** Special meetings may be called any time for the purpose of considering matters which require the approval of members. Such a special meeting shall be called by written notice personally delivered, email or other electronic means of delivery, or mailed at least five (5) days but not more than twenty (20) days prior to the date of such meeting to all voting owners. Such written notice may be initiated by a majority of the Board of Directors or by twenty percent (20%) of the voting owners of Townhome Lots computed on the basis of their Ownership Percentages. Such notice shall specify the date, time and place of the meeting as well as all matters to be considered. Notice of the special meeting may be waived in writing if done so by at least two-thirds (2/3) of the voting members of the Association, computed on the basis of their Ownership Percentages.

**5.3 Agenda.** The agenda for meetings of the voting members shall be established by the Board, and shall be sent to all owners along with the notice of the meeting. Unless otherwise determined by the Board, the order of business at the annual meeting of the owners and so far as

is applicable and practical at all other meetings of the owners shall be:

- (a) Certification of all owners entitled to vote and name of the natural person entitled to cast each owner's vote;
- (b) Calling of the roll;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes from previous meetings;
- (e) Reports of officers;
- (f) Election of directors;
- (g) Review and approval of the annual budget;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

**5.4 Quorum.** The presence at any meeting in person or by proxy of the voting owners having a majority of the total votes shall constitute a quorum. The term "majority" herein means the owners of Townhome Lots to which are appurtenant more than fifty percent (50%) of the Ownership Percentages as set forth in the Declaration. Unless otherwise expressly provided herein or by statute, any action may be taken at any meeting of the voting owners upon the affirmative vote of the voting owners having a majority of the total votes present at the meeting, computed on the basis of their Ownership Percentages.

If, however, such quorum shall not be present or represented at any meeting, a majority of the owners entitled to vote at such meeting shall have the power to adjourn the meeting to a date not less than five (5) days nor more than thirty (30) days from the meeting date, at which meeting the quorum requirements shall be thirty-five percent (35%) in person or by proxy of the total voting owners based on Ownership Percentages. The time and place for the adjourned meeting may be fixed by those in attendance at the original meeting, or if for any reason a new time and place is not fixed, the time and place for the adjourned meeting will be set by the Board of Directors after adjournment. Notice of the time and place of the adjourned meeting shall be given to all owners in the manner prescribed for annual meetings.

The owners 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; provided that at least thirty-five percent (35%) of the total voting owners based on Ownership Percentages remains present in person and/or by proxy, and

provided further that any action taken shall be approved by a least a majority of the owners required to constitute a quorum.

**5.5 Annual Report.** The Board shall prepare an annual report on behalf of the Association to be mailed or delivered to each owner together with the notice of the annual meeting. The report shall contain at a minimum:

- (a) A statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5,000.00, whichever is greater, approved by the Association for the current year or succeeding two (2) fiscal years.
- (b) A statement of the balance in any reserve or replacement fund and any portion of the fund designated for any specified project by the Board.
- (c) A copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year.
- (d) A statement of the status of any pending litigation or judgments to which the Association is a party.
- (e) A detailed description of the insurance coverage provided by or on behalf of the Association.
- (f) A statement of the total past due assessments on all Townhome Lots, current as of not more than sixty (60) days prior to the date of the meeting.
- (g) A copy of the annual budget prepared by the Board.

**6. Board of Directors.**

**6.1 Initial Board of Directors.** Until the Turnover Meeting provided for in Section 6.2, below, the business and property of the Association shall be managed by a Board of Directors consisting of the following Director:

Gene Mostad

The Board provided for in this Section 1 shall be called the "Initial Board."

After the Turnover Meeting provided for in Section 6.2, below, the business and property of the Association shall be managed by a Board of Directors consisting of three (3) Directors who shall be elected by the members of the Association. Each Director shall be an owner (or, in the case of ownership via a limited liability company, corporation, trust, or other entity, an authorized representative of an owner) of a Townhome Lot in the Project. All Directors who are acting as the authorized representative of a Townhome Lot owner, shall file proof of the authority with the Association. Provided further, that for as long as Declarant is the owner of

any Townhome Lot, Declarant is entitled to have their appointed authorized representative fill at least one (1) of the Director's seats. Unless expressly reserved to the members hereunder or under the Unit Ownership Act, the Board shall have the authority to manage and make all decisions on behalf of the Association.

**6.2 Election of First Board of Directors.** The Initial Board shall serve the Association until the Declarant no longer owns any of the Townhome Lots in the Project. When Declarant no longer owns any of the Townhome Lots in the Project, Declarant shall convene a special meeting (the "Turnover Meeting") to elect from among the Townhome Lot owners, the first Board of Directors consisting of three (3) Directors who shall serve until the following annual meeting of voting owners. Nominations will be made by the Initial Board, and nominations from the floor can be made by voting members.

Directors shall serve one year terms and may be elected for successive terms. After the Turnover Meeting, Directors will nominate Townhome Lot owners to be Directors and will send the slate of nominees with the notice of the annual meeting. Townhome Lot owners may also nominate other Townhome Lot owners to be Directors in writing sent to the Board (which nominees will be included on the slate of nominees sent by the Board if the nominations are received before the notice is sent) or from the floor at the annual meeting. The Board members will be elected by a plurality vote of the Townhome Lot owners computed on the basis of Ownership Percentages.

**6.3 Regular Meetings.** Regular meetings of the Board of Directors shall be held a minimum of two (2) times per year; immediately after the adjournment of the annual meeting of members, and at approximately semi-annual intervals thereafter.

**6.4 Special Meetings.** Special meetings of the Board of Directors may be called by the President or in the President's absence, by any other two Directors jointly. By unanimous consent of the Directors, a special meeting may be held without notice at any time or place.

**6.5 Notice.** Notice of all regular and special meetings, except those specified in the second sentence of Section 6.4 of this Article, shall be personally delivered, mailed or sent via electronic means to each Director by the Secretary or other designee at least seven (7) days prior to the time fixed for the meeting. Such notices shall specify the time and place of the meeting, and in the case of special meetings shall state the purpose or purposes thereof. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting. If all the Directors are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Any Director shall be allowed to participate in any regular or special meeting by means of any form of communication (e.g. telephonic conference call) by which all Directors participating in the meeting may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

**6.6 Quorum.** After the Turnover Meeting, a quorum for the transaction of business at any regular or special meeting of the Board shall consist of two (2) Directors. Each Director

shall have one (1) vote. The vote of a majority of the Directors when a quorum is present shall be adequate to constitute the act of the Board. Action required or permitted to be taken by the Board may be taken without a meeting if the action is taken by all Directors, if such action is taken in writing, signed by all Directors and included in the minutes or filed with the corporate records reflecting the action taken. Action taken in this manner is effective when signed by the last Director unless the written consent specifies a different effective date.

**6.7 Election.** The Directors shall elect the officers of the Association specified in Article 7 of these Bylaws at the Directors' meeting following each annual meeting of the members of the Association.

**6.8 Removal.** After the Turnover Meeting, a Director may be removed from the Board, with or without cause, by a majority vote of the Townhome Lot owners at any annual or special meeting provided, (i) that the notice of the meeting at which removal is to be considered states such purpose, (ii) that the Director to be removed has a right to be heard at the meeting, and (iii) that a new Director is elected at the meeting by the Townhome Lot owners to fill the vacant position caused by the removal.

A Director may also be removed by the Board by a vote of a majority of the other Directors if such Director (i) has more than three (3) unexcused absences from meetings of the Board during any twelve (12) month period, or (ii) is more than sixty (60) days past due with respect to assessments on the Director's Townhome Lot. Any such vacancy or vacancies on the Board of Directors may be filled by the remaining Directors at any special or regular Directors' meeting.

Death, incapacity, or resignation of any Director shall cause such Director's office to become automatically vacant. In the event of any such vacancy, a Director shall be replaced by a Townhome Lot owner. Such replacement may be done by the Board to be effective until the next annual meeting of the members.

Notwithstanding anything to the contrary, a Director appointed by the Declarant may not be removed without the consent of the Declarant who shall have the authority to appoint a replacement.

**6.9 Responsibility.** The Board of Directors shall have the responsibility for and authority to do the following:

- (a) To call annual meetings of the Association and give due notice thereof.
- (b) To conduct elections of the Board of Directors.
- (c) To enforce the applicable provisions of the Declaration of Condominium and Bylaws by appropriate action.
- (d) Subject to the controlling provisions of the Declaration, to promulgate and



adopt rules and regulations for the use of and conduct in Common Elements and for the occupancy and use of the Townhome Lot so as to not interfere with the peace and quiet of all the Townhome Lot owners and so any use does not interfere with or jeopardize the health, safety or welfare of the Townhome Lots, the owners, occupants or the Project. Such rules must be approved by a vote of a majority in interest of the Townhome Lot owners at any regular or special meeting of the Association, based on Ownership Percentages.

- (e) To provide for the management of the Project by hiring or contracting with suitable and capable management and personnel for the day-to-day operation, maintenance, upkeep and repair of the common and limited Common Elements.
- (f) To levy assessments as allowed by the Declaration of Condominium, these Bylaws and the State of Montana, and to provide for the collection, expenditure and accounting of said assessments.
- (g) To pay for the expenses of the maintenance, repair, upkeep and replacement of the Common Elements and other items as specified in the Declaration and to approve payment vouchers either at regular or special meetings.
- (h) To delegate authority to the Manager, if any, as provided in Section 6.10 for the conduct of Association business, to carry out the duties and powers of the Board, however, such authority shall be precisely defined with ultimate authority at all time residing in the Board of Directors, and subject to the conditions and restrictions set forth in the Declaration with respect to management contracts.
- (i) To meet at regularly scheduled times and hold such meetings open to all Townhome Lot owners.
- (j) To prepare an annual budget for the Association in order to determine the amount of the assessments payable by the Townhome Lot owners to meet the common expenses and allocate and assess such charges among the Townhome Lot owners according with their respective Ownership Percentages, and to submit such budget to the Townhome Lot owners on or before the date of the annual meeting, all as set forth in the Declaration. In preparing assessments and budgets, the Board shall allocate expenses in at least the categories set forth in the Declaration.
- (k) To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operation or maintenance expenses, costs, or additional capital expenses, or because of

emergencies, as provided in the Declaration.

- (l) To take appropriate legal action to collect any delinquent assessments, payments or amounts due from Townhome Lot owners or from any person or persons owing money to the Association, and to levy a penalty and to charge interest on unpaid amounts due and owing.
- (m) To defend in the name of the Association any and all lawsuits wherein the Association is a party defendant.
- (n) To enter into contracts with third parties (including lawyers, accountants and other professionals) to carry out the duties herein set forth, for and on behalf of the Board and the Association. Make other contracts and incur liabilities, subject to any conditions or limitations on contracting in the Declaration, these Bylaws or Montana law.
- (o) To establish a bank account(s) for the Association, and to keep therein all funds of the Association. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.
- (p) To make repairs, alterations, improvements and replacements to the Common Elements consistent with managing the Project in the best interest of the Townhome Lot owners.
- (q) To arrange, keep, maintain, and renew the insurance for the Association as set forth in the Declaration.
- (r) To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Declaration.
- (s) Obtain Directors' and Officers' liability and employee dishonesty insurance coverage if the Board deems it reasonably necessary to do so, the cost of which will be a common expense.
- (t) To establish a fiscal year for accounting purposes.
- (u) To make arrangements to have all tax returns filed on behalf of the Association.
- (v) In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the Declaration of Condominium and to do all those things which are necessary and reasonable in order to carry out the governance and operation of the Project.

- (w) Appoint, regulate and dissolve committees, which shall be advisory only, which will have the powers and authority set forth in the Declaration.
- (x) To take any other action necessitated by the terms of the Declaration or Bylaws, or as permitted by Montana law.

To the extent they are inconsistent with the terms of these Bylaws, the terms of the Declaration of Condominium shall prevail.

**6.10 Authority.** The Board of Directors shall have the authority (but not the obligation) to engage the services of a Manager, or management service, including the fixing of such Manager's compensation and specifying such Manager's duties and responsibilities. Provided, however, that any contract to engage a Manager or any contract for services of the Declarant, may not exceed a term of three (3) years, and must provide for the termination by either party without cause and without a termination fee, upon ninety (90) days' or less advance written notice.

**6.11 Execution of Checks, Contracts, etc.** All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be so authorized by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President and the Treasurer or Secretary.

**6.12 Accounting.** The Board may, if it deems it reasonably necessary to do so, appoint annually a certified public accountant or accounting firm, to prepare and file on behalf of the Association, the necessary and required state and federal tax returns and to provide other financial and accounting advice and assistance. The cost for such items shall be part of the common expenses. The Board may also engage the services of legal counsel if it deems it reasonably necessary to do so, the cost of which shall be part of the common expenses.

**6.13 Compensation.** No Board member shall receive any compensation from the Association for acting in such capacity, but shall be reimbursed for any reasonable out-of-pocket expenses.

## **7. Officers.**

**7.1 Officers of the Association.** After the Turnover Meeting, the officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be elected for a term of one (1) year and shall hold office until their successors are duly elected and qualified. The Board may elect a Vice President if it deems it necessary. No one shall be eligible for any office who is not a Townhome lot owner (or such owner's authorized representative). One (1) person may hold more than one (1) office, except no person shall be both President and Treasurer.

**7.2 President.** The President shall preside at all Directors' and members' meetings; shall have general supervision over the affairs of the Association and shall perform all such other duties as are incident to the office and such specific duties as may be assigned from time to time by the Board. In case of the absence or disability of the President, the President's duties shall be performed by the Vice-President (or the Treasurer if there is no Vice President).

**7.3 Vice President.** If the Board of Directors elects a Vice President, the Vice President shall perform the President's duties if the President is absent, dies, is unable to act. If the Vice President acts, the Vice President shall have all presidential powers and be subject to all the restrictions upon the President. (If there is no Vice President, or the Vice President is unable or refuses to act, then the Treasurer shall perform the presidential duties.) The Vice President shall perform any other duties that the President or Board may assign to the Vice President.

**7.4 Secretary.** The Secretary shall issue notices of all Directors' and members' meetings and shall attend and keep the minutes of the same; shall have charge of all Association books and records and papers and shall perform all such other duties as are incident to the office. The Board may delegate the Secretary's administrative duties to the Manager, if any, provided that such delegation shall not relieve the Secretary of the ultimate responsibility for the Secretary's duties.

**7.5 Treasurer.** The Treasurer shall have custody of all money, securities and financial assets of the Association and shall give bond in such amount as may be required by the Directors, conditioned upon the faithful performance of the duties of this office. The Treasurer shall keep regular books of account in accordance with customary and accepted accounting practices, and shall submit them, together with all vouchers, receipts, records and other papers to the Directors for their examination and approval; at least quarterly or as often as they may require; and shall perform all such other duties as are incident to this office. The Board may delegate the Treasurer's duty to the Manager, if any, provided that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties.

**7.6 Removal.** Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and successor elected, at any regular meeting of the Board, or at a special meeting of the Board called for that purpose. If the President is removed, the Board shall promptly elect a new President.

**7.7 Compensation.** No officer shall receive compensation from the Association for acting in such capacity, but shall be reimbursed for any out-of-pocket expenses.

## **8. Finance.**

**8.1 Deposition of Funds.** The funds of the Association shall be deposited in such bank or banks, building and loan or savings and loan associations or other federally insured banking or investment institutions or companies as the Directors shall designate and shall be withdrawn only upon the check or order of an officer or officers of the Association duly authorized by the Board of Directors, or by a Manager if so authorized.

**8.2 Operating Fund.**

- (a) The Directors shall establish an operating fund from which payment of the Association's common expenses shall be made. All cash received from Townhome Lot owners for payment of common expenses shall, except as otherwise provided for in Section 3, below, be deposited in the operating fund so established.

The Board of Directors will annually make an estimation of the Association's expected annual common operating expenses and allocate such expenses all as required by the Declaration. Each Townhome Lot owner will pay at such time(s) set by the Directors such Townhome Lot owner's pro-rata share of the estimated annual common expenses, all as set forth in the Declaration of Condominium.

- (b) Within thirty (30) days following the end of each calendar year, the Directors shall furnish each Townhome Lot owner with a statement covering the calendar year just expired, certified as correct by an authorized representative of the Board of Directors, showing the total of the common operating, how expenses were allocated, the amount of each Townhome Lot owner's proportionate share of the expenses for such calendar year and the payments made by each Townhome Lot owner with respect to such period.

**8.3 Default.** In the event of default by any owner in paying to the Association the assessed common charges, the Board of Directors shall have all the rights and remedies, including lien rights, provided in the Declaration of Condominium and Montana law.

**8.4 Statements.** The Board of Directors shall promptly provide any owner who makes a request in writing with a written statement of such owner's unpaid common charges.

**8.5 Authority to Borrow.** The Directors shall have the authority to borrow money to meet any deficiency in the payment of common expenses or to meet any emergency that may arise in the management of the Project. Provided, any borrowing in excess of \$10,000 shall require the approval of the Townhome Lot owner members, based on the affirmative vote of a majority in interest (computed on the basis of Ownership Percentages).

**8.6 Recordkeeping.** The Board of Directors shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board, minutes of the meetings of the owners and financial records and books of account of the Association, including a chronological listing of receipts and expenditures as well as a separate account for each Townhome lot relating to a single owner, which among other things shall contain the account of each allocation of expenses to and of each assessment of common charges against such Townhome lot, the date when due, the amounts paid thereon, and the balance

remaining unpaid.

**9. Indemnification of Directors Officers, Agents, and Employees.**

**9.1 Indemnification of Directors.** The Association shall indemnify any individual made a party to a proceeding because he or she is or was a Director of the Association, against liability incurred in the proceeding, but only if such indemnification is both (i) determined permissible and (ii) authorized, as defined in subsection (a) of this Section 9.1. (Such indemnification is further subject to the limitation specified in subsection (c).)

- (a) *Determination and Authorization.* The Association shall not indemnify a Director under Section 9.1 unless:
  - (1) Determination. A determination has been made in accordance with the procedures set forth in the Act that the Director met the standard of conduct set forth in subsection (b) below, and
  - (2) Authorization. Payment has been authorized in accordance with the procedures set forth in the Act based on a conclusion that the expenses are reasonable, the Association has the financial ability to make the payment, and the financial resources of the Association should be devoted to this use rather than some other use by the Association.
- (b) *Standard of Conduct.* The individual shall demonstrate that:
  - (1) the individual acted in good faith; and
  - (2) the individual reasonably believed:
    - (i) in acting in an official capacity with the Association, that the individual's conduct was in the Association's best interests;
    - (ii) in all other cases, that the individual's conduct was at least not opposed to the Association's best interests; and
    - (iii) in the case of any criminal proceeding, that the individual had no reasonable cause to believe that the conduct was unlawful.
- (c) *No Indemnification Permitted in Certain Circumstances.* The Association shall not indemnify an individual under Section 9.1 if:
  - (1) the individual was adjudged liable to the Association in a

proceeding by or in the right of the Association; or

- (2) the individual was adjudged liable in any other proceeding charging that the Director improperly received personal benefit, whether or not the individual acted in an official capacity.
- (d) *Indemnification in Derivation Actions Limited.* Indemnification permitted under Section 9.1 in connection with a proceeding by the Association or in the right of the Association is limited to the reasonable expenses incurred in connection with the proceeding.

**9.2 Advance Expenses for Directors.** The Association shall pay for or reimburse, in advance of final disposition of the proceeding, the reasonable expenses incurred by a Director who is a party to a proceeding if:

- (a) by following the procedures of the Act, the Board of Directors determined that the Director met requirements (c) - (e) listed below; and
- (b) by following the procedures and standards set forth in the Act, the Board of Directors authorized an advance payment to a Director; and
- (c) the Director has furnished the Association with a written affirmation of the Director's good faith belief that the Director has met the standard of conduct described in Section 9.1; and
- (d) the Director has provided the Association with a written undertaking, executed personally or on the Director's behalf, to repay the advance if it is ultimately determined that the Director did not meet the standard of conduct; the Director's undertaking must be an unlimited general obligation, but need not be secured, and the Association may accept the undertaking without reference to financial ability to make repayment; and
- (e) the Board of Directors determines that the facts then known to it would not preclude indemnification under Section 9.1 or the Act.

**9.3 Indemnification of Officers, Agents and Employees.** The Board of Directors, by Board resolution, may elect to indemnify and advance expenses to any officer, employee, or agent of the Association, who is not a Director of the Association, to any extent consistent with public policy and the Act.

**9.4 Mandatory Indemnification.** Notwithstanding any other provisions of these Bylaws, the Association shall indemnify a Director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director or officer was a party because he or she is or was a Director or officer of the Association, against reasonable expenses incurred by the Director or officer in connection with the proceeding.

**9.5 Common Expense.** Any costs, expenses or amounts paid or agreed to be paid by the Association by reason of the indemnification provisions of this Article 9, shall be a part of the common expenses of the Association.

**10. Amendment.**

**10.1** After the Turnover Meetings, these Bylaws may be amended by an affirmative vote of at least seventy-five percent (75%) of the owners computed on the basis of the Ownership Percentages, and until a copy of the Bylaws, as amended, certified by the presiding officer and Secretary of the Association, is recorded with the Missoula County Clerk and Recorder. Prior to such time, Declarant reserves the right to amend the Bylaws as may be needed to ensure the effective operation of the Association.

**10.2** After the Turnover Meeting, an amendment may be proposed at any regular or special meeting of the Board of Directors by a majority of such Directors, or it may be proposed by written petition signed by at least thirty percent (30%) or more of the owners (computed on the basis of Ownership Percentages) and presented at a regular or special meeting of the Board of Directors. Such proposed amendments shall be personally delivered or sent by first class mail to each owner, and shall be voted upon by owners at an election to be set by the Board of Directors no more than one month after such amendment is proposed.

**11. Recording.**

A copy of these Bylaws certified by the Declarant and the Presiding Officer and Secretary of the Association, shall be recorded simultaneously with the Declaration of Condominium.

**12. Miscellaneous.**

**12.1 Notices.** All notices to the Board of Directors shall be personally delivered to a Director, sent by first class mail, or via electronic means in care of the managing agent or if there is no managing agent, to the office of the Board of Directors as may be designated from time to time, and all notices by the Board of Directors to Townhome Lot owners shall be personally delivered, sent by first class mail, or via electronic means to the address (or e-mail address or other electronic means) furnished by each Townhome Lot owner. Notice shall be deemed given when personally delivered or when deposited in the U.S. Mail, postage prepaid, or upon sending via electronic means provided by the owner.

**12.2 Invalidity.** The invalidity of any part of these Bylaws shall not affect or impair in any manner the validity, enforceability, or effect of the balance of these Bylaws.

**12.3 Enforcement.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.



**12.4 Governing Law.** These Bylaws shall be governed by and construed in accordance with Montana law.

**12.5 Terms.** In construing these Bylaws, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and vice versa, in any place where the context so requires.

**12.6 Conflict of Interest Policy.** The Board may adopt a conflict of interest policy for the Association that is consistent with and at least as protective as the applicable conflict of interest provisions of the Act. If no policy is adopted, the Act will govern.

**13. Conflicts.**

These Bylaws are set forth to comply with the requirements of Chapter 23 of Title 70, Montana Code Annotated. In the event that any of these Bylaws conflicts with the provisions of such statutes or of the Declaration of Condominium, the provisions of such statute or of the Declaration of Condominium shall control.

IN WITNESS WHEREOF, the undersigned Declarant and Presiding Officer of Valley View Terrace Townhomes Association, Inc., have executed these Bylaws effective as of the 30<sup>th</sup> day of Aug, 2017, and certify that such Bylaws were adopted as the Bylaws of Valley View Terrace Townhomes Association, Inc.

VALLEY VIEW TERRACE TOWNHOMES  
ASSOCIATION, INC., a Montana nonprofit corporation

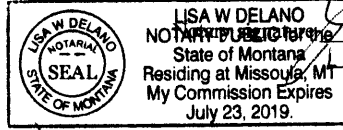
By: Gene Mostad  
Gene Mostad, Presiding Officer

DECLARANT  
V & V Terrace, LLC  
a Montana limited liability company

By: Gene Mostad  
Gene Mostad, Authorized Member

STATE OF MONTANA )  
 )  
:SS.  
County of Missoula )

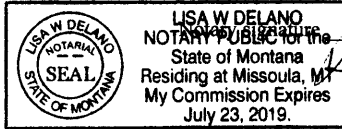
This instrument was acknowledged before me on the 30<sup>th</sup> day of August 2017, by Gene Mostad as President of Valley View Terrace Townhomes Association, Inc.



*Lisa W. Delano*  
LISA W. DELANO

STATE OF MONTANA )  
 )  
:SS.  
County of Missoula )

This instrument was acknowledged before me on the 30<sup>th</sup> day of August 2017, by Gene Mostad as authorized Member of V & V Terrace, LLC.



*Lisa W. Delano*  
LISA W. DELANO

3  
SDS

TERRITORIAL-LANDWORKS  
1817 SOUTH AVE. WEST  
SUITE A  
MISSOULA, MT 59801

201725128 B: 990 P: 1186 Pages:3 Fee:\$21.00  
12/21/2017 10:11:33 AM Covenants  
Tyler R. Gernant, Missoula County Clerk & Recorder



Filed for Record at the Request of:

Space Above This Line for Recorders Use Only

### **Covenant and Reservation of Easement upon Real Properties**

This Covenant and Reservation of Easement upon Real Properties, hereafter referred to as "Covenant," is entered and agreed between Missoula County and the Property Owner identified below. The purpose of this Covenant is to ensure that the proposed water supply wells are protected by a 100' zone of isolation in which no wastewater systems or mixing zones are allowed. It is necessary for the approval of a local well permit per Regulation 5, Missoula, City-County Health Code.

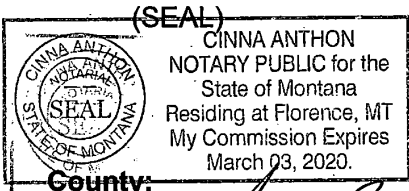
1. **Legal Description of the Parcels.** The real properties subject to this covenant, hereafter referred to as "Properties," are described as the Valley View Terrace Townhomes subdivision in located in T13N R19W S7 Missoula County, MT, filed 10/11/2017 under recording reference TOWN000046.
2. **Identification of Property Owner.** V & V Terrace, LLC, hereafter referred to as "Owner," represents that this entity is the owner of the parcels, and has full authority to enter into this Covenant as a binding restriction upon the Properties.
3. **Reservation of Easement.** Because all parcels are owned by the same entity, an easement is not currently necessary to ensure that all involved property owners have agreed to allow the easement on their property. However, if ownership of one of the affected parcels changes, a well isolation zone easement is needed to ensure recorded authorization, in accordance with state law.
4. **Extent of Easement.** The attached site plan depicts the extent of the easement.
5. **Owner's Covenants.** Owner hereby agrees to covenants as follows:
  - a. Upon transfer of ownership of any of the parcels upon which a portion of the well isolation zones are located, an easement will be filed which shows the location of the well isolation zone, and notifies the owner(s) of the limitations on installation of sanitary facilities in the easement.
  - b. Owner shall inform tenants, occupants, or assigns of this Covenant's terms, and shall provide a copy of this Covenant to prospective buyers before

transferring title to any parcel.

- 6. **Perpetually Binding Covenant Runs with the Land.** This Covenant binds Owner, and Owner's heirs, successors and assigns, and shall serve as a permanent covenant upon the Properties, running with the land. This Covenant serves a public health purpose and may not be withdrawn or terminated without the written consent of the County.
- 7. **Modification.** This Covenant may not be modified except in writing signed by all owners of the properties, and only with the written consent of Missoula County.
- 8. **Recording of Covenant.** This Covenant will be recorded with the Clerk and Recorder of Missoula County. Owner is responsible for recording fees.
- 9. **Other Requirements Not Affected.** All provisions of the Missoula City-County Health Code apply to the present and future uses on the Properties. This Covenant does not affect or eliminate the need for other permits, including floodplain, shoreline, approach, zoning/land use, building/electrical/mechanical/plumbing, or any other permits

**Owner:**  
 Signature: Gene Mostad Dated: 12.18.17  
 Printed Name: Gene Mostad  
 Title and Relationship to Entity: \_\_\_\_\_

On this 18 day of December, 2017, Gene mostad  
 [name of person] whose identity I verified on the basis of personal knowledge  
 \_\_\_\_\_ appeared before me as the signer of  
 the foregoing document, and they acknowledged that they signed it.



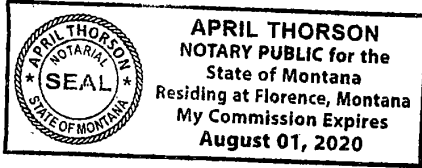
Cinna Anthon  
 Notary Public for the State of Montana  
 Residing at Florence, MT.  
 My commission expires March 3, 2020

**County:**  
 Signature: James L. Erven, R.S. Dated: 12/20/2017  
 Printed Name: James L. Erven, R.S.  
 Title of authorized County representative: Environmental Health Specialist II

On this 20<sup>th</sup> day of December, 2017, James L Erven  
 whose identity I verified on the basis of personal knowledge

appeared before me as the signer of the foregoing document in the capacity of Environmental Health Specialist, and he acknowledges that he signed it.

(SEAL)



April Thorson  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_, MT.  
My commission expires \_\_\_\_\_

After Recording Return To:  
Alan McCormick  
Garlington, Lohn & Robinson, PLLP  
PO Box 7909  
Missoula, MT 59807

**APPROVAL OF THE STATE OF MONTANA  
DEPARTMENT OF REVENUE**

The undersigned, being an authorized agent of the State of Montana, Department of Revenue in Missoula County, Montana, the same being the county in which the property described in the Declaration of Townhome For Valley View Terrace Townhomes Association, Inc. is located, does hereby approve said Declaration pursuant to § 70-23-304, MCA, and in connection therewith does hereby certify:

1. That the name Valley View Terrace Townhomes, is proper so as to comply with § 70-23-303, MCA; and
2. That all taxes and assessments levied and assessed against the real property described in said Declaration which are due and payable have been paid. Said real property is legally described as:

Lots M-9, M-10, M-11, M-12, M-13, M-14, M-15, and M-16 of Pleasant View Homes No. 5, Phases III, IV, and V, a subdivision of the city of Missoula, according to the official plat thereof, recorded in the records of Missoula County, Montana.

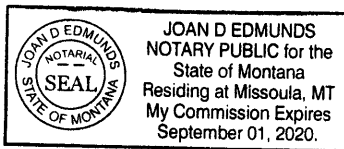
DATED this 4 day of October, 2017.

STATE OF MONTANA  
DEPARTMENT OF REVENUE

By Candice Stover  
Authorized Agent in Missoula  
County, Montana

STATE OF MONTANA )  
                                  : ss.  
County of Missoula )

On this 4 day of Oct, 2017, before me, the undersigned Notary Public for the State of Montana, personally appeared Candice Stover, as authorized Agent of the Montana Department of Revenue.



Joan D Edmunds  
Notary Public for the State of Montana

### Treasurer's Certificate

I hereby certify, pursuant to 7-4-2613(1)(a)(ii) M.C.A. and other relevant provisions of Montana law, that as of this 5 day of Oct 2017, real property taxes and assessments that have been assessed and levied on the below described land to be divided or merged have been paid.

Tax ID# 3866002 Legal Description lots m-9, m-16  
of pleasant view homes no. 5 phases III, IV, and V

Development name (if applicable) \_\_\_\_\_

  
\_\_\_\_\_  
Deputy County Treasurer





**Missoula City-County Health Department**  
**ENVIRONMENTAL HEALTH**

301 West Alder Street | Missoula MT 59802-4123  
www.missoulacounty.us/HealthDept

Phone | 406.258.4755  
Fax | 406.258.4781

December 18, 2017

Gene Mostad  
729 Central Avenue  
Missoula, MT 59801

201725127 B: 990 P: 1185 Pages:2 Fee:\$5.00  
12/21/2017 10:11:33 AM Certificate Of Subdivision P1  
Tyler R. Gernant, Missoula County Clerk & Recorder



Subject: Modified Site Plan  
Valley View Terrace Townhomes  
Amendment to Pg 48 of 49 of TOWN000046, filed 10/11/17 in Missoula County, MT

The application for the above referenced Modified Site Plan was reviewed by this office to ensure compliance with ARM Title 17, Chapter 36 and MCA 76-4-122 and applicable local regulations.

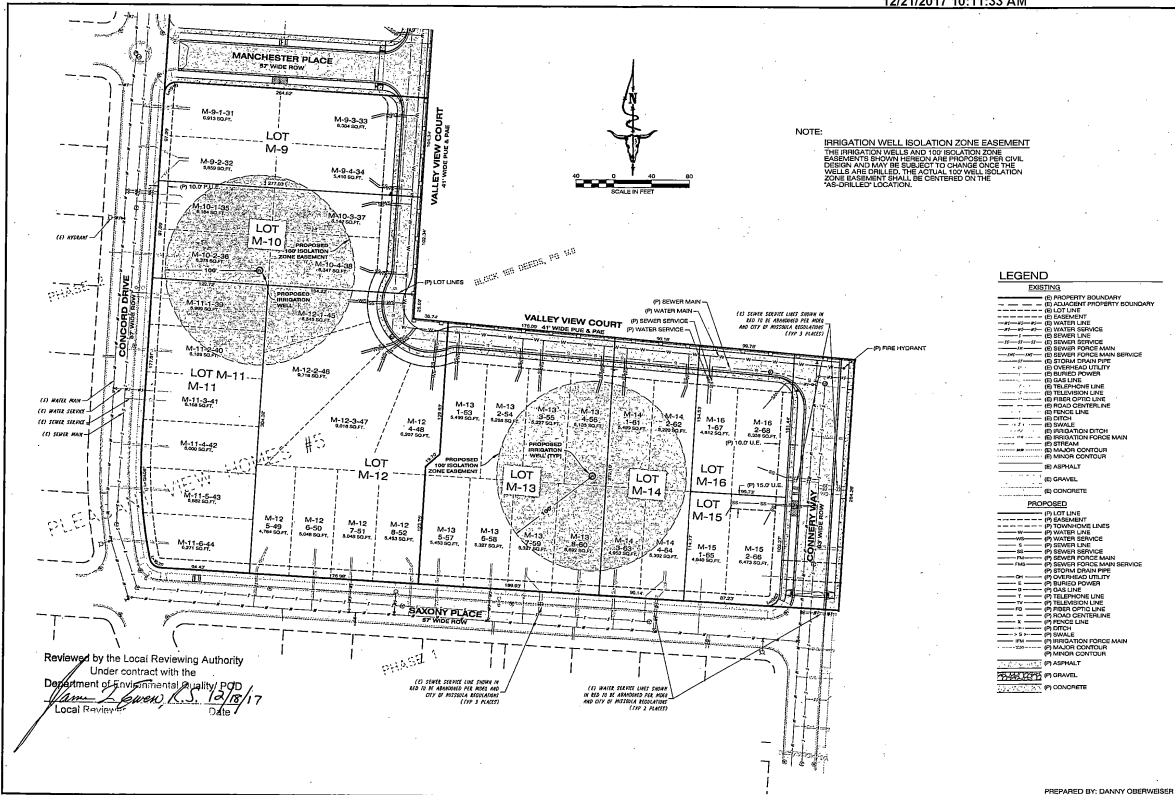
Your proposal to **add 2 irrigation wells to Valley View Terrace Townhomes** was found to be in compliance with the above requirements and is approved pursuant to MCA 76-4-122 and ARM 17.36.112(8). This modification is for **the entire lot layout** and supersedes the previous approved lot layout.

This letter and the attached modified site plan stamped with the approval of the local Health Officer must be filed with the Missoula County Clerk and Recorder and a copy of the filed document returned to this office within 30 days of this approval to remain valid. Please present this letter and the modified site plan to the Clerk and Recorder at the time of filing. If you have questions, please let me know.

Sincerely,

James Erven, R.S.  
Environmental Health Specialist





Reviewed by the Local Reviewing Authority  
Under contract with the  
Department of Environmental Quality PDD  
*(Signature)* 12/18/17  
Local Reviewer Date

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|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| PREPARED BY: <b>DANNY OSBERWISER</b><br>DATE: | DESIGNED: <b>EL</b><br>CHECKED: <b>EL</b><br>DATE: <b>12/22/17</b>                                                 |
|                                               | COMPANY: <b>TERREBONNE LANDWORKS INC.</b><br>PROJECT: <b>VALLEY VIEW TERRACE TOWNHOMES</b><br>SHEET: <b>1 of 1</b> |