

118374 RECORDS Pages: 18
STATE OF MONTANA MADISON COUNTY
RECORDED: 02/06/2007 3:20 KOI: CV
Peggy Kaatz CLERK AND RECORDER
FEE: \$126.00 BY: *[Signature]*
TO: KAREN MCMULLIN PO BOX 55, ENNIS MT 59729

PM
✓

**COVENANTS & RESTRICTIONS
SKY VIEW SUBDIVISION**

ENNIS, MONTANA

DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARATION OF COVENANTS AND RESTRICTIONS made this 14TH day of November, 2006, by Bella Vista Development Company, of P.O. Box 55, Ennis, MT 59729, of the County of Madison, State of Montana, hereinafter referred to as "Declarant," filed in the Office of the County Recorder of Madison County, Montana, on _____, 2007, in Book 4, ~~Lions and Miscellaneous~~, pages No. 546.

WHEREAS, said Declarant is the owner of that certain tract of land situate in the County of Madison, State of Montana, and more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof, and

WHEREAS, Declarant desires to subject all of the real property above described to the respective conditions, restrictions, covenants and charges hereinafter set forth for the benefit of the entire property above described.

Declarant states that the purpose of this Declaration is to establish land use regulations and design criteria to protect and enhance the value of the land by assuring that the residences and other improvements constructed on the home sites are in harmony with the natural beauty of the area.

NOW, THEREFORE, Declarant hereby declares that the property hereinabove described, and each and every part and parcel thereof shall be conveyed subject to the restrictions, covenants and charges hereinafter set forth, to-wit:

ARTICLE I.
RESTRICTIVE COVENANTS

1. GENERAL

(a) The above described real property and each and every part and parcel thereof shall be used solely for private single family residential purposes, and no part nor portion thereof shall at any time hereinafter be used for business or commercial purposes of any kind or character, except for an office fully contained within the single family residence, which shall not be permitted to be used for meetings with the general public for commercial purposes, customers or clients. Only single family homes with attached or non-attached garages will be permitted, although guest homes or mother-in-law units will be permitted.

Non-attached garages shall have a minimum size of 400 square feet and a maximum size of 1500 square feet. Construction materials and color must be the same and complimentary to the main dwelling.

There shall be no garages allowed on the above-referenced additional dwelling units.

(b) Prefabricated, modular, mobile, panelized, factory built and/or kit buildings of any type are prohibited.

(c) No nuisance shall at any time be maintained upon any part or portion of said real property. No swine, fowl, or other livestock shall be maintained thereon, including horses. Normal family pets are permitted. All pets or animals shall be controlled and restrained so as not to run at large, and thereby create a nuisance.

(d) Two or more contiguous tracts may be combined to constitute one tract, and that tract shall be treated as one tract. No existing lot or tract may be further subdivided.

2. GRADING AND RE-VEGETATION

All grading, excavation, fill and site work must be done only in accordance with drawings approved by the Architectural Review Committee, and in such a manner that the condition of any adjacent home sites and drainage ways is not altered, obstructed or adversely affected.

Since it is expected that the design of the residence will be tailored to the home site, not the site to the house, the grading of building pads shall be confined to the minimum amount necessary to provide for the architectural concepts. Cut slopes shall have the tops rounded to avoid unnatural sharp edges. Significant rock outcrops and existing trees shall be preserved wherever possible.

Re-vegetation shall be required for all disturbed areas, natural and native species being preferred. This re-vegetation, to the greatest extent possible, shall restore the tract to the condition in

which it existed prior to such construction, so that the tract together with its improvements shall be in harmony with the surrounding unimproved property. The owner shall complete the restoration within 60 days, or such period as may be reasonably necessary taking into account weather conditions following the construction period.

3. UTILITIES

All residential utility, electric and telephone service lines must be underground. All piping must be concealed. Propane tanks must be buried. Each residential building shall be connected to a private water supply system and private sewage system, at the owners' sole expense. The systems must conform to all applicable standards of the State of Montana, Madison County or any other regulatory agency.

4. SIZE RESTRICTIONS

Each residence shall contain a minimum of 1200 square feet of interior enclosed space, on the ground level. The above-described guest or mother in law unit shall not exceed 1000 square feet of interior enclosed space, and may not have an attached garage, as stated above.

The maximum height for any residence will be thirty (31) feet. The height of improvements or vegetation and trees on a building site shall not substantially restrict the view of other home owners, whenever feasible. The Architectural Review Committee shall be the sole judge of the suitability of all such heights and massing; including landscaping, and structures.

5. SETBACKS

All structures must be at least 20 feet from the side property lines and at least 30 feet from the front property line (front being the bordering side of the lot next to the road). All improvements must also be constructed within the building envelope site as established by the Declarant, and the Department of Natural Resources and Environmental Quality.

6. BUILDING STYLE

All homes, structures, improvements and changes shall comply with these Covenants, and be approved by the Architectural Review Committee.

All owners are encouraged to design buildings that reflect the mountainous valley in which this subdivision is located, and to stay in keeping with the spirit of Montana.

Materials, composition, quality, color and shape are important in the construction of improvements.

The principal roof shall be a symmetrical hip or gable form with a pitch between 4:12 and 10:12. Steeper and alternative roof designs will be considered based on design merit. Flat roofs, comprising less than 30% of the total roof area, are permitted.

All exterior surfaces shall have minimum reflection values. Natural materials and earth tones are encouraged. Metal roofs are prohibited unless in earth or wood, and non-reflective tones and may be approved based on design merit.

Color schemes shall emphasize the contrast between the basic wall surfaces and accented details. All exterior color schemes shall be reviewed by and approved by the Architectural Review Committee.

Front porches are required on all residential structures. Minimum depth shall be 6' and minimum width shall be at least 30% of the fronting elevation width. Open and uncovered decks may only face rear yards. Decks may continue in side yards but may not extend more than 10 feet from the side yard-facing façade. Covered porches may wrap side yard facades when composed and integrated with overall design.

Television and radio antennas, satellite dishes (none of which may exceed 18 inches in diameter), and other receiving or transmitting devices must be screened from view. Wood burning stoves must have catalytic converters. Spark arrestors must be in place on all chimneys. Improvements and the general condition of the tract must be maintained so as to minimize fire hazards, whether a building exists on such site, or not. Exposed foundations of concrete or masonry construction shall not have a surface that exceeds the height of 18 inches above finished grade, unless faced with rock, brick, or other suitable material.

The Architectural Review Committee urges that all owners and their architects, design buildings that reflect the mountain and ranch style architecture. It is the intent of the Architectural Review Committee rules to encourage the growth of a residential community with a Montana ranch style spirit.

7. MATERIALS

All structures on any home site must be constructed with quality materials. The use of natural weathering materials, such as wood, stained or unstained, wood shingles, or shakes, or native stone, is encouraged to harmonize with the environment. The use, placement, color and texture of these external building materials are all sensitive design concerns and the Architectural Review Committee shall carefully discern each plan in this regard.

8. EXTERIOR LIGHTS

The source of any light shall not be visible from adjacent home sites such that it constitutes a nuisance to the other property owner. Mercury vapor (or similar) lamps shall not be permitted. All exterior lighting shall cast downward and not outward or upward.

9. PARKING AND DRIVEWAYS

Driveways and parking areas should be designed to be as unobtrusive as possible. All residences must have ample parking spaces available on the lot. Any covered or uncovered parking area shall be designed to limit the visibility of parked automobiles from the roadways and other home sites.

10. FENCES, WALLS AND WILDLIFE

No fence or wall may be constructed on any home site unless and until approved by the Architectural Review Committee, and then only in strict accordance with the terms of approval. Perimeter walls or fences are strongly discouraged, but if allowed, shall be wildlife friendly. A privacy fence may be attached to the house, and may not enclose more than 2000 square feet or be greater than six feet in height. Dog Kennels must be attached to the house and not visible.

Whenever a fence or wall by the nature of its construction and materials has a "good side", the good side must face outward from the property towards adjacent property, adjacent roadway, etc.

All fences bordering agricultural lands shall be maintained by the property owners in accordance with state law.

Owners acknowledge that wildlife damage to landscaping and other property may occur. Owners shall accept the risk and shall not file a claim against any governing body for such damages.

Feeding of all wildlife and big game is prohibited, including providing any food, garbage, or other attractants.

11. BARBEQUE PITS, HOT HOUSES, STORAGE AND TOOL SHEDS

Barbeque pits, hot houses, storage and tool sheds and similar structures which are visible from a street or adjacent property will be considered on individual design merits.

12. SWIMMING POOLS

Swimming pools, whirlpool spas or hot tubs constructed above grade (on the ground) may be permitted, provided they are not readily visible from the street or neighboring properties.

Applicants for swimming pools, whirlpool spas or hot tubs must concurrently submit details for abatement of filter and skimmer noise. The pump and motor of the filter and skimmer unit shall be adequately soundproofed in order to prevent nuisance to adjacent property occupants.

13. SERVICE YARD

An enclosed service yard shall be provided on each home site, containing space for trash receptacles, outside clothes drying and other maintenance or service facilities, all not visible from neighboring home sites, the roads, or the park. There shall be no dumping or incineration of garbage within the premises.

14. LANDSCAPING AND SITE CARE

A complete landscape plan must be submitted by each owner in conjunction with the building plans and all landscaping is to be done only in conformance with a plan approved by the Architectural Review Committee. The landscaping of lots must be completed upon completion of the dwelling. If weather is a factor, an extension may be granted by the Architectural Review Committee.

A variety of plant materials, lawn area and other outdoor uses are encouraged within the home site. The owner of each home site shall control all state and county declared noxious weeds on the owner's property.

15. OUTBUILDINGS AND CONSTRUCTION SHEDS

No outbuildings shall be erected or maintained upon a building site prior to the start of construction of a residence; and no trailer, mobile home, camper, basement, tent, teepee, shack, garage or other outbuildings shall be erected upon any part of a site for use as a temporary or permanent residence; nor shall any residence of a temporary or pre-fabricated character be permitted thereon. Approval must be obtained from the Architectural Review Committee for the location of any and all construction or temporary structures. Construction trailers or shacks that are in disrepair or unsightly shall not be permitted. All temporary structures shall be removed within 10 days after the completion of construction.

16. RECREATION VEHICLES & BOATS

Recreational vehicles, boats, trailers, snowmobiles, motorcycles, and other rolling equipment other than automobiles shall not be stored in the open on any home site, driveway or road. Such items shall be placed in storage facilities as approved by the Architectural Review Committee, or off-premises.

17. HOME OWNERS' ASSOCIATION

SKY VIEW HOME OWNER'S ASSOCIATION will be formed for this Subdivision to provide for the care and maintenance of the private roads, open spaces, parks and general care and control of all common matters and concerns. From within the membership of SKY VIEW HOME OWNER'S ASSOCIATION, there shall be elected an Architectural Review Committee, in accordance with the By-Laws of said Home Owners Association. Until the creation of these various committees, the Declarants herein shall perform all the duties of both entities, in their fiduciary duty to all property owners within this subdivision. All property owners of SKY VIEW Subdivision lots SHALL be members of this Association, and shall be subject to its By-Laws, and these Covenants and Restrictions.

18. HUNTING

No hunting of, shooting at, or harassing of birds, animals or any wildlife will be permitted.

19. CONSTRUCTION COMPLETION

Construction of any structure or private home must be completed within sixteen (16) months from the date of commencement of said construction. No aspect of construction shall at any time impede, obstruct or interfere with pedestrian or vehicular traffic. No materials shall be placed or stored upon a home site for more than thirty (30) days prior to commencement of construction, or for more than thirty (30) days following completion of construction. During construction, the site shall be cleaned up daily and shall be maintained free of trash. The owner shall be responsible for such clean up to prevent wind blown debris on and off the premises.

20. MAINTENANCE

Owners shall maintain home sites and improvements in good repair and appearance at all times. All landscaping improvements and property shall be kept and maintained in a good, clean, safe, sound, attractive, and thriving condition and in good repair at all times. Fire hazards must be controlled.

21. NOXIOUS OFFENSIVE OR HAZARDOUS ACTIVITIES

No noxious, offensive, or hazardous activities shall be permitted upon any portion of the property nor shall anything be done or placed upon any portion of the property which is or may become a nuisance to others. Exterior loud speakers, except for special occasions, shall be prohibited. No sound shall be produced on a regular basis on any home site or other portion of a property which is unreasonably loud or annoying, including but not limited to speakers, horns, whistles or bells.

No signs, billboards, posters, displays, advertisements or similar items shall be permitted except as approved in advance in writing by SKY VIEW HOME OWNER'S ASSOCIATION.

22. HOME OCCUPATION

A home occupation that is conducted entirely within a dwelling by the inhabitants thereof which is clearly incidental and secondary to the use of that dwelling as living quarters, and in connection with which there are no on-premise sales of products, no generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the dwelling, no employees who do not reside on the premises, no signs or structures advertising the occupation, and no excessive or unsightly storage of materials and/or supplies, is permitted. Any product that is produced must be marketed and sold off the premises.

23. ARCHITECTURAL REVIEW COMMITTEE

An Architectural Review Committee shall be appointed by the Declarant and consist of three members, who shall review this Subdivision in accordance with the By-Laws of the home owner's association. This committee reviews and approves all new construction, remodel, and landscape plans for all sites within the SKY VIEW SUBDIVISION. Future members will be appointed by the Board of Directors for a 3 year term. The members will be appointed on a staggered schedule.

Architectural Review Committee approval for all construction shall be as outlined in the Architectural Review Committee approval process, described more completely in Article V.

ARTICLE II.
ASSOCIATION

1. FORMATION OF ASSOCIATION

Declarant shall cause to be formed a non-profit corporation under the laws of the State of Montana, membership in which shall be limited to the purchasers or owners of all of the above-described lots. The sole purpose of the Association shall be to carry on the functions described in the recitals of this declaration. In addition, said Association shall be empowered to buy, own, sell, assign, mortgage or lease any interest in real estate or personal property and to maintain and operate improvements thereon necessary or incidental to the accomplishment of the purposes set forth above; further said Association shall be empowered to borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business, and to secure the same as the Association may deem proper, and to accomplish such other lawful purposes and objectives as may be approved by the board of directors of said Association.

2. MEMBERSHIP

Every person or entity who is a record equitable owner of any lot (including buyers under a contract for deed) which is the subject by covenants and restrictions of record to assessment by the Association, shall be a mandatory member of Sky View Home Owner's Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, and further, is not intended to include mortgagees, beneficiaries under a deed of trust, or lien claimants. All members of the Association shall be governed and controlled by its articles of incorporation and by-laws.

3. VOTING RIGHTS

The Association has one class of voting membership and shall consist of all owners of lots who shall be entitled to one vote for each lot owned. When more than one person holds an interest or interests in any lot, the vote for such lot shall be exercised as they among themselves determine.

4. ASSESSMENTS

(a) Creation of Lien and Obligation. The owner of each lot covenants, and each owner of any lot by acceptance of a deed or contract for purchase of any lot within the properties, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to be a member of the Association, and shall be subject to the assessments and duly enacted by-laws and other rules and regulations of the Association. All assessments of the Association, together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the real property and shall constitute a lien upon the lot against which assessment is made. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Madison County a verified account of the assessments due, together with a correct description of the property to be charged with such lien, but any error or mistake in the account or description shall not affect the validity of the lien, if the property can be identified by the description. The priority of such lien shall be determined as of the time of filing with the Madison County Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the owner of such lot at the time when such assessment became due. The Board of Directors of the Association may establish rules and regulations concerning the collection of obligations and the perfecting of liens.

(b) Purpose of Assessments. Assessments levied by the Association shall be used exclusively for those purposes enumerated above, and for the promotion of the recreation, health, safety and welfare of the residents of the above-described real property and in particular for the improvement and maintenance of the properties, services and facilities devoted to those purposes, and of the residential dwellings situated upon the real property.

(c) Rate of Assessments. Assessments for services shall be based on a flat rate and shall be fixed at a uniform rate per lot. The cost per lot per year at the time of filling the final plat will be \$200.00 (two hundred dollars). The rate of Assessment may be altered by the Board of Directors and in accordance with the by-laws of the Home Owner's Association, without amending this provision.

(d) Types of Assessments. Assessments shall be fixed by the Association to fulfill its purposes, in accordance with the following guidelines:

(1) Annual Routine and Service Assessments. Annual routine and service assessments shall be utilized to provide for the administration of the Association, to provide funds for payment of routine expenses and maintenance, to provide services, and to provide funds for such other purposes as the Association may determine are consistent with the purposes of said Association. Such assessments

shall be set annually, and shall only be authorized by a majority vote of Association members who are voting in person or by proxy at a meeting duly called, to consider such Assessment.

(2) Improvement Assessments. The Association may levy, in any year, a special assessment for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. However, no assessment shall be levied which has not been approved by the affirmative vote of two-thirds (2/3) of the votes of members who are entitled to vote in person or by proxy at a meeting duly called to consider such capital improvement assessment.

(3) Emergency Assessments. The Board of Directors of the Association is authorized to levy in any assessment year an emergency assessment which shall not exceed two (2) times the amount of the routine assessment for that year. Additional emergency assessments shall have the approval of a simple majority of the votes of members who are voting in person or by proxy at a meeting duly called to consider such emergency assessment. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damages or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.

(4) Compliance Assessments. In addition to the other assessments herein provided, the Association may levy an assessment for the purpose of defraying costs, including legal fees, to enforce this Declaration. Any such assessment shall have the approval of a simple majority of the votes of members who are voting in person or by proxy at a meeting duly called to consider such compliance assessment. The Board of Directors is authorized to return funds assessed hereunder if, in connection with such enforcement, it recovers its costs.

(5) Commencement of Assessments. The Board of Directors is authorized to commence initial assessments as herein authorized at such time as it determines appropriate. Written notice of all assessments shall be sent to every owner subject thereto. The due dates of such assessment shall be established by the Board of Directors.

(6) Certificate of Payment. The Association shall at any time, upon demand, furnish a written certificate specifying whether the assessments levied against a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. Such a certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(7) Non-payment of Assessments. Any assessment or installment payments on assessments which are not paid when due shall be delinquent. The Association may establish policies concerning the assessment of interest for delinquent accounts. The Association may bring an action at law to collect the amount of the assessment together with interest, costs, and reasonable attorney's fees for such action, or take any action to perfect and collect on the lien involved.

(8) Property Subject to Assessment. All lots within the SKY VIEW SUBDIVISION, including lots owned by Declarant, shall be subject to assessment by the Association as herein provided.

ARTICLE III.

ENFORCEMENT

Section 1 These covenants and restrictions shall operate as covenants running with the land for the benefit of any and all persons or entities who now may own, or who may hereafter own, any one or more of the above-described lots and such persons, entities and the Association are hereby specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any persons or entities violating or threatening to violate such restrictions and covenants, and to recover any damages suffered by them from any violations thereof.

Section 2 In addition to the remedy set forth above, Declarant reserves the right to enforce any covenants and restrictions herein contained by any other appropriate action at its option, as proscribed in the Montana Code Annotated.

Section 3 In the event that any legal proceeding is instituted by the Association against any lot owner who is alleged to have violated one or more of the provisions of this Declaration, and should the Association be wholly or partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including any reasonable attorney's fees.

ARTICLE IV.

AMENDMENT

This Declaration shall remain in effect until amended or terminated. This Declaration, or any part hereof, may be amended or modified upon the recording of an instrument signed by the owners of two-thirds (2/3) of the lots agreeing to such amendment or modification.

ARTICLE V.

THE ARCHITECTURAL REVIEW COMMITTEE APPROVAL PROCESS

As provided in Article 23 of this Declaration of Restrictions, an Architectural Review Committee shall be appointed consisting of three members.

This Committee has formulated rules to establish the standards required in the construction of all residences and improvements in the home sites at SKY VIEW SUBDIVISION. These rules and regulations are intended to provide general guidelines for home site owners and their architects and are not meant to be complete in all details. The Committee views its function as cooperative, whereby its members and the home site owners can work together to achieve the best possible residential designs compatible with the unique SKY VIEW SUBDIVISION environment. The Architectural Review Committee does not seek to restrict taste or individual preferences, but rather to avoid harsh contrasts in the landscape, and to encourage and foster careful design so that there is harmony between the buildings and their sites and among the buildings themselves.

No improvement, excavation, fill or other work on any home site may be made which in any way alters a home site from its natural or improved state except upon strict compliance with this Declaration and the Architectural Review Committee approval process. Pursuant to these documents, the right of an owner to construct or alter any improvement on the home site or to make any excavation or add fill thereon, or to make any change in the natural or existing surface drainage thereof, to install any equipment or appurtenances whatsoever on the home site or protruding through the walls, windows, or roof of the residence; or to landscape the home site is prohibited until the owner has obtained prior written approval therefore from the Architectural Review Committee.

An owner proposing to perform any such work must apply to the Architectural Review Committee for approval. This process requires the owner to submit plans at two points: When preliminary plans are ready - early enough to protect the owner from having to make expensive changes; and when the final working drawings are completed.

These two stages are detailed as follows:

Preliminary Plans

An owner must submit the following preliminary plans for the proposed work.

(A) Site plan at 1/8" = 1'0" showing existing and proposed site topography, building, garage, driveway, retaining and garden walls, site utilities, landscaped areas, pools and other site improvements.

(B) House plan at 1/8" = 1'0" showing floor plans for each floor.

(C) Elevations at 1/8" = 1'0" showing each exposed side of the proposed structure indicating proposed materials and colors for roofs, house walls, garden walls and fences.

(D) Sections at 1/8" = 1'0" through the structure and property commencing at one boundary and extending to the opposite end of the property, and at least one other section running in a transverse direction.

(E) Sections at 1/8" = 1'0" or at appropriate scales showing outdoor planting areas, garden walls, and fences, and any exterior appurtenant structures.

The Architectural Review Committee will approve the submitted preliminary plans provided that they comply with the intent of the Architectural Review Committee Rules and based on design merit. Approval may be dependent upon certain special conditions which are found by the Architectural Review Committee to be appropriate in each particular case. However, approval will not be unreasonably withheld. Approval will not be delayed for more than thirty (30) working days following a complete submittal without notifying the owner and/ or an authorized representative in writing of the reasons for such delay. The absence of Architectural Review Committee approval within forty-five (45) working days of a complete submittal will be considered an approval.

If the Architectural Review Committee finds it necessary to disapprove a plan, this Declaration makes no provision for appeal to any other body. The Architectural Review Committee will attempt to be specific in indicating the reasons for disapproval. Such disapproval shall not be arbitrary or capricious.

The owner may attempt to review those areas noted as unacceptable or submit a completely new plan. Working drawings should not be started until the preliminary plans are approved.

Final Plans.

After obtaining the Architectural Review Committee's approval of submitted preliminary plans, and still prior to commencement of construction, an owner must submit to the Architectural Review Committee three (3) complete sets of the final working drawings and specifications for the building and site work prepared by or under the direct and responsible supervision of an architect or by a person with proven construction experience. These working drawings must include, without limitation, a plot plan showing easements, set back and contour lines, the location of all existing and/or proposed improvements, the proposed drainage plan, the location of all existing trees having a height in excess of six (6) feet and a trunk measuring six (6) inches or more in diameter at ground level, and the location of all proposed utility installations. Also, the owner must indicate the proposed construction schedule. The plans and specifications must indicate all exterior materials, finishes, and colors.

The Architectural Review Committee will review the working drawings and specifications submitted to it and will either approve or disapprove the same in writing within thirty (30) days. Review of final drawings is based on the Committee's review and approval of the preliminary submittal. If the final drawings reflect the conditions or approval for the preliminary submittal, final approval should follow without delay.

On approval of final plans, the Committee will sign and put its seal on the final working drawings evidencing its consent to the proposed work. Any disapproval will set forth in writing the reasons for disapproval.

The Committee's seal does not represent an assurance that such plans and specifications are in conformance with established building codes, and the Architectural Review Committee process is not intended to detect errors and omissions in such plans and specifications. Before commencing construction, each owner must also obtain all permits required by Madison County, the state of Montana, and any other public or private agencies which may have jurisdiction over a home site.

All approvals given by the Architectural Review Committee will be effective for a period of one year and will be deemed revoked if the owner has not commenced work within one year of the date of the Certificate of Architectural Review Committee approval. Once construction begins, an owner must pursue work in a timely fashion to completion.

Landscape Plans

A complete landscape plan must be submitted by each owner with final plans indicating all plant materials and their locations on the same detailed plot plan being submitted. This plan shall include fences, walls, trellises, arbors, decks, trees, ground covers, shrubs, exterior walkways, sprinkler systems, slope stabilization, grading, drainage and plant material list. Tree, shrub, and plant selection are subject to review. A minimum of two street trees of deciduous type with a minimum two inch caliper will be required.

Additions, Remodels, Refinishing

No additions, remodeling, changes of exterior, finish, landscaping, decks, fences, balconies or other structures shall be constructed on any lot without the approval of the Architectural Review Committee. The submittal procedure shall be as outlined above except that only the working drawings need be submitted for review and approval.

Architectural Review Committee Fees

The fee schedule is set by the Committee and may be revised from time to time. The Architectural Review Committee is a not for profit entity and all monies collect by this entity will be for the benefit of Sky View Homeowners Association, including for the enforcement of these Covenants and Restrictions.

As of the date of publication of these Architectural Review Committee rules, the fee schedule is as follows:

Preliminary plans; completed working drawings, and specifications, landscape plans.....\$100.00

Submissions to the Architectural Review Committee may be made at:

BELLA VISTA DEVELOPMENT COMPANY
Paul McMullin, President
P.O. Box 55
Ennis, MT 59729

ARTICLE VI.

CONCLUSION

1. ENFORCEMENT AND CONCLUSION

Any provisions herein may be enforced by any owner of any portion of the area included within the plat, or by the Declarant, either by an action for damages arising out of a violation, or by an action to restrain continuing violation or in any other manner permitted by law. In any action of any kind for the enforcement of these covenants and restrictions, if the relief prayed for is granted in whole or in part, the applicant for the relief shall be entitled to recover necessary costs of the action, including attorney's fees.

If, however, the relief prayed for is not granted in whole or in part, the applicant for the relief shall be responsible for the cost of the action, including attorney's fees, of the defending party.

Each, every and all of the covenants and restrictions herein contained shall attach to and run with the title to the real property hereinabove described, and every parcel thereof, including all titles, interests and estates therein, and the same shall conclude and bind the undersigned and all subsequent owners, their heirs, successors and assigns, and personal representatives, and each and every person owning, claiming, holding or occupying any part or portion of said real property with the same force and effect as if the same were expressly embodied and set forth in each and every subsequent conveyance and contract relating to said real property.

Any invalidation of any one or more of these covenants and restrictions by judgment or order of a court of competent jurisdiction shall in no way affect any of the other provisions herein contained which shall continue and remain in full force and effect.

The rights of Declarant hereunder shall continue until 2/3 aforesaid real property is sold, at which time said rights shall vest in a majority of the then owners of the parcels comprising the above described real property.

IN WITNESS WHEREOF, said Declarant has executed this Declaration of Restrictions this 14th day of November, 2006.

BELLA VISTA DEVELOPMENT COMPANY

Paul McMullin

PAUL MC MULLIN, President

Karen McMullin

KAREN MC MULLIN, Secretary - Treasurer

STATE OF MONTANA)

:ss.

County of Madison)

Acknowledged before me this 14th day of November, 2006 by PAUL MC MULLIN, President and KAREN MC MULLIN, Secretary - Treasurer.

Cathy R. Gustin

Notary Public for the State of Montana

Residing in ENGLIS

My Commission Expires: 10-09-2010

SEAL

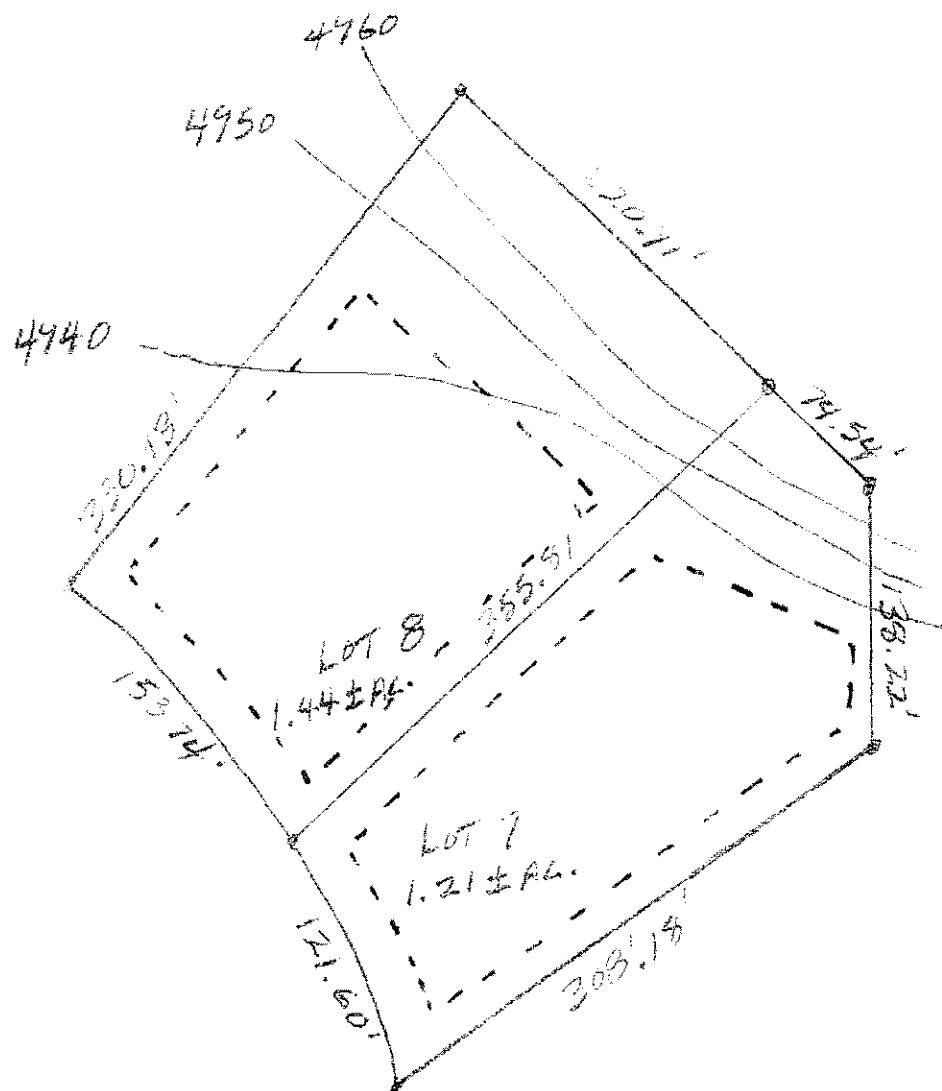


EXHIBIT 'A'

Lots 1 through 84, inclusive, of Sky View Subdivision, being Tract 2A of Certificate of Survey Number 1811-BA, located in the NW1/4 and SW1/4 of Section 28, the NW1/4 of Section ~~22~~³³ and the NE1/4 of Section 32, Township 5 South, Range 1 West, P.M.M., according to the Plat recorded in Book 4 of Plats, page 546, records of Madison County, Montana.

Building envelope plan for Lot 7 and Lot 8 of Sky View Subdivision
(Conditions #12 of Sky View Subdivision Preliminary Plat Approval)

- Red dashed line represents building envelope.
- Scale is: one inch equals one hundred feet.
- Front setback is a minimum of 30 feet from front property line.
(Front being the bordering side of the lot next to the road)
- Side setback is a minimum of 20 feet from side property line.
- The purpose of these envelopes is to keep all buildings off the steep slope.



GATEWAY ENGINEERING & SURVEYING, INC.



2020 CHARLOTTE STREET
BOZEMAN, MONTANA 59718
Phone: (406) 587-4545
Fax: (406) 587-7676