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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER HOMES

7967-000-0967000

This Declaration of Covenants, Conditions and Restrictions ("Covenants") is made this 4th day of April, 2018, by **River Homes, LLC**, (hereinafter referred to as the "Declarant").

RECITALS

A. Declarant is the Owner of the following described real property, herein referred to as "River Homes" and/or the "Property."

B. Declarant is the Owner of all eight lots and the improvements thereon subjected hereto and now known as River Homes, situated in Flathead County, Montana.

C. River Homes consists of eight (8) lots, 29, 30, 31, 32, 33, 34, 35, and 36 of "RIVERWOOD PARK – PHASE III" a subdivision formed under the law of the State of Montana and governed by the terms of the declaration of Covenants, Conditions and Restrictions for Riverwood Park, recorded under Reception No. 200332215250, in the Office of the Clerk and Recorder of Flathead County, Montana.

D. Declarant is desirous of subjecting River Homes to supplemental conditions, covenants, and restrictions hereinafter set forth, all of which are for the benefit of the Property and for each Owner thereof, and which shall inure for the benefit of and pass with each Property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any Owner thereof; and

E. All persons, partnerships or corporations who now own or shall hereafter acquire any interest in and to the Property shall be held to agree and covenant with the Owner of any of the Property located in the tracts described herein, or any parcel thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and conditions as to the use thereof.

F. "Association" shall mean the River Homes Homeowners Association, Inc.

G. "Board" shall mean the Board of Directors of the River Homes Homeowners Association, Inc.

H. "Lot Owner" and/or "Unit Owner" and/or "Owner" shall mean any Owner of record of a lot or townhome unit in River Homes.

I. "Unit" shall mean the structure and improvements located on each of the eight lots subjected hereto.

J. "Party Wall" shall mean and refer to the dividing wall between each adjoining dwelling unit. Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls.

K. "Party Fence" shall mean and refer to any exterior fences separating two lots.

NOW THEREFORE, the Declarant does hereby place the following covenants, conditions and restrictions on that Property situated in Flathead County, Montana, and more particularly described as follows, to wit:

LOTS 29, 30, 31, 32, 33, 34, 35, AND 36 OF RIVERWOOD PARK PHASE III, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

SECTION 1. General Purposes. These Declarations are designed to enhance and protect the value, desirability and attractiveness of the real property.

SECTION 2. Shared Party Walls. The Association shall have the right to enforce any provisions of this section and asses the Owners of the lots on either side of said Common Structure if Owners neglect to enforce the provisions provided herein.

a. The cost of maintaining each Party Wall and each Party Fence shall be borne equally by the Owners on either side of said Party Wall of Party Fence.

b. In the event of damage or destruction to any Party Wall, Party Fence, shared monolithis slab, shared utility lines, shared wiring, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of any party hereto, the Owners of the lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the Owners adjoining said Common Structure. Each such Owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If any Owner's negligence shall cause damage to or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such Common Structure

repaired or restored and shall be entitled to have a mechanic's lien on the lot and dwelling unit of the party failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Office of the Clerk and Recorder of Flathead County, Montana.

c. No owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining Owner to said Common Structure, if any, shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.

d. Each Owner shall keep all exterior walls of his dwelling unit in good condition and repair at his sole cost and expense. No Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.)

e. Each Owner shall maintain the roof over his dwelling unit in good condition and in such manner so as not to damage other portions of the building. Each Owner shall share equally in the costs to repair or maintain the roof over the Party Wall or Party Fence due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the Owners. If the Owners cannot agree, the Association shall determine the solution and assess costs equally among the Owners of said Party Wall.

f. An Owner who, by his negligence, disinterest or other willful act, causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of said Party Wall or roof shall be in accordance with the procedure outlined in subjection (e).

g. If any monolithis slab repairs are required, the entire monolithis foundation must be involved in the repair process and the Association shall manage repairs of the slab. Each party shall share equally in any and all necessary repair costs.

h. In the event it shall be necessary for any Owner or the Association to seek legal counsel for the enforcement of any Owner's rights hereunder or for the recovery of monies due to such Owner hereunder, and it becomes necessary to bring suit for the enforcement of such rights or recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorneys' fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

SECTION 3. Construction – Renovation. In addition to complying with the terms and conditions of the River Homes Covenants, any construction, reconstruction, renovation or remodeling project shall preserve the integrity of the shared wall between the two Units, as required by law.

SECTION 4. Parking. To the extent possible, all vehicles shall be parked in each lot's garage, carport, or driveway to minimize on-street parking.

SECTION 5. Maintaining Outside Areas. In addition to the terms and conditions of the declarations of River Homes, all Owners shall keep their residences and their units in a reasonably clean, safe, sightly, and tidy condition. No antennas or television "dishes" or other item may be placed in public view or upon any of the common areas or units without the express written consent of the Association. Refuse, garbage, and trash shall be kept at all times in a manner that complies with the City's wildlife protection rules. The parking of recreational vehicles, motor homes, trailers, boats, snow mobile, camper bodies, and inoperative vehicles in public purview is prohibited.

SECTION 6. Rentals. Short term rentals, defined as those lasting for a period of thirty (30) days or less, are prohibited. Long term rentals, defined as those lasting for a period of thirty-one (31) days or more, are permitted.

SECTION 7. Landscaping and Snow Removal. The Association shall maintain that general landscaping which includes the lawn, shrubbery, and trees on the Property. Each Owner of a lot in Riverwood Townhomes shall maintain any flowers or special landscaping added by or at the request of the Unit Owner. Furthermore, the Association shall maintain a regular snow removal schedule for the arterial roadways contained on the Property if not already maintained by the Riverwood Park Association. Driveways and entry ways to each Unit of River Homes shall be the responsibility of the Owner.

SECTION 8. Occupancy Limitation. Occupancy shall not exceed two (2) persons per bedroom, or that number established from time to time by the regulations of the City of Whitefish.

SECTION 9. Waste. No part of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage, unused automobiles, or other wastes of an unsightly nature.

SECTION 10. Obstruction. Owners shall not obstruct or allow to be obstructed the common areas on the Property.

SECTION 11. Pets. Dogs, cats, and other household pets are allowed on the Property, provided that they are not kept, bred, or maintained for any commercial purposes. Pets shall not be permitted to run loose or to create a disturbance or threat to livestock and wildlife in the area. Owners shall clean up after their pets. This covenant shall be construed to protect against the prolonged barking or other noise which infringes on the right of other Property Owners' quiet enjoyment of the properties.

SECTION 12. Nuisances. No activity of any nature may be conducted on the Property which is illegal or which creates a nuisance or obnoxious situation for a Lot Owner or interferes an Owner's quiet enjoyment of the residential qualities of their Property.

SECTION 13. Vehicles. All unregistered vehicles shall be stored out of pubic purview.

SECTION 14. Lighting. All exterior lighting must provide for significant shielding to ensure that light sources and lamps are not offensive to neighboring properties, and may not operate all night. No bare lamps will be permitted.

SECTION 15. Liability. The Declarant is not a developer and therefore, Declarant shall not be held liable for defaults in construction which are not known or evident to each Declarant and/or Unit Owner.

SECTION 16. Insurance. All insurance policies upon the structures and improvements located on the Property shall conform to those standards contained in the Association's Bylaws.

SECTION 17. Failure to Comply – Attorney Fees. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws, 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 by the Board to levy fines, impose sanctions, 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 in the name of the Association, on behalf of the Owners or by an aggrieved Owner where there has been a failure of the Association to bring such action within a reasonable time. Such sanctions may include, without limitation, some or all of the following:

a) Reasonable monetary fines, as established by the Board, (including for failure to grant reasonable permission to enter a Unit as may be reasonably requested by the Association in accordance with this Declaration) shall constitute a lien upon the violator's Unit. Such fines shall be assessed in accordance with a fee/fine schedule established by the Board and shall be consistent with applicable law;

b) Suspending an Owner's right to vote;

c) Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

d) Taking action to abate any violation of the Governing Documents in a non-emergency situation (specifically including, but not limited to, the towing of vehicles that are, after appropriate warning, in violation of any applicable parking rules and regulations);

e) Requiring an Owner, at its own expense, to remove any structure or improvement on/in such Owner's Unit in violation of the Governing Documents and to restore the Unit to its previous condition. If the Owner fails to do so, the Board or its designee may seek a court

order to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed;

f) Levying Benefited Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents;

g) In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws;

i. Exercising self-help in any emergency situations; and,

ii. Bringing suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

SECTION 18. Initial Board of Directors. The initial Board shall be three in number. Upon the Declarant's sale of three Units to independent 3rd party purchasers, those purchasers shall be appointed to the Board and the Board shall be three (3) and the Declarant shall hold a meeting to appoint the three (3) new Board members.

SECTION 19. Assessments. The Association Board shall establish and levy annual assessments in an amount that the Board of the Association estimates will be sufficient to raise the funds needed to perform the duties of the Association during each fiscal year. The annual assessment shall include a portion for reserves as the Board considers appropriate to adequately meet the costs of the future repair. Furthermore, the Board at any time may levy a special assessment in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate.

a) Payment of Assessments. All assessments shall be due ten (10) days from the date of mailing notice of such assessments to the Owners. Assessments may be payable in installments, monthly or quarterly, at the option of the Board. All assessments that are not paid within thirty (30) days from the date they are due and payable becomes delinquent and are subject to interest and penalty charges. The Board shall have the responsibility of taking prompt action to collect any unpaid assessment that become delinquent. In the event of delinquency in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the rate to be determined by the Board on the amount of the assessment from the due date thereof, together with such late charges in the amount of ten percent (10%) of the delinquent assessment. 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.

b) Notice of Assessments. 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 Unit Owners, by delivering a copy of same to the Owner personally or by mailing a copy of the notice to

said Owners at their address of record at least ten (10) days prior to the due date for such meeting.

c) Liens and Foreclosure. All sums assessed but remaining unpaid shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the Unit in favor of any assessing authority, and all sums unpaid on a first mortgage or a first trust indenture of record, including all unpaid obligatory sums as may be provided by such encumbrance. 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 and a description of the Unit. Such notice shall be signed and verified by one of the officers of the Association, or his authorized agent, and shall be recorded in the office of the Clerk and Recorder of Flathead 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 Unit by the Association in the manner provided under Montana Law. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Owner may be required to pay the costs, expenses, and attorney fees incurred in filing a lien, and in the event of foreclosure proceeding, additional costs, expenses, and attorney fees incurred.

The Board of Directors of the Association on behalf of the other Unit Owners shall have the power to bid on the Condominium Unit at a foreclosure or other legal sale and to acquire and hold, lease, mortgage and convey, or otherwise deal with the same. Any lienholder holding a lien on a Unit may pay, but shall not be required to pay, any unpaid assessments payable with respect to any such Unit, and upon such payment, such lienholder shall have a lien on said Unit for the amounts paid of the same rank as the lien of his encumbrance without the necessity of having to file a notice or claim of such lien.

SECTION 20. Conflict. If there are any conflicting provisions between this Declaration and the declaration for Riverwood Park, as stated herein, the terms and provisions contained in that declaration for Riverwood Park shall control.

SECTION 21. General Provisions.

a. Duration and term. The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming an interest in the property subject to these Covenants, for a period of twenty years from the date first recorded in the office of the Clerk and Recorder of the County of Flathead, State of Montana, after which time they shall be automatically extended for successive period of ten years, unless amended in accordance with the terms herein provided.

b. Enforcement. The Association, the Declarant, and each Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provision of this declaration or the bylaws of the Association. Failure by the Association and/or Declarant to enforce any covenant or restriction herein contained shall in no event become a waiver of the right to do so thereafter. Any court finding violation of any covenant shall have, in

addition to the forgoing remedies, the right to require abatement of the violation, including, removal of any structures or improvements, at the expense of the Owner of the property or properties on which the violation occurs. The party ultimately prevailing in any such action described in this section (as evidenced by a final judgment for which no appeal is taken) shall be entitled to an award of reasonable attorney fees incurred in connection with the bringing of or defense of such action.

c. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect other provisions, which shall remain in full force and effect.

d. Each Lot Owner, by ownership of a Lot subject hereto, shall be a member of the River Homes Association, Inc. and a member of the Riverwood Park Association, Inc.

e. Amendment. This declaration may be amended, in whole or in part, by a written instrument signed by 75% of the Owners. Any amendment must be recorded with the office of the Clerk and Recorder of Flathead County, Montana

IN WITNESS WHEREOF, this document is executed by the undersigned parties on the date first written above.

[SIGNATURE PAGE TO FOLLOW]

OWNER OF LOTS 29, 30, 31, 32, 33, 34, 35, AND 36 OF RIVERWOOD PARK PHASE III, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA

RIVER HOMES, LLC

Adnan

Adnan Merchant – Managing Member

STATE OF Montana)
:ss
COUTY OF Flathead)

On this 4 day of April, 2018 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Adnan Merchant as Managing Member of River Homes, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the foregoing document.

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

GLO CAUDILLO NOTARIAL SEAL (SEAL) STATE OF MONTANA

GLO CAUDILLO
NOTARY PUBLIC for the
State of Montana
Residing at Whitefish, Montana
My Commission Expires
February 24, 2021

GLO Caudillo
Printed Name GLO Caudillo
Notary Public for the State of Montana
Residing in Whitefish mt
My commission expires: 2/24/21

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Fees: $70.00
4/24/2018 2:36 PM

CERTIFICATE

I Ned Nixon, as President of the Riverwood Park Community Association, Inc. hereby certify that, pursuant to Section 4.22 of Declaration of Covenants, Conditions and Restrictions for Riverwood Park, recorded under Reception No. 200332215250, in the Office of the Clerk and Recorder of Flathead County, Montana, the Board of Riverwood Park Community Association, Inc. does hereby approve the recordation of the Declaration of Covenants, Conditions and Restrictions for Riverwood Townhomes, as a supplemental declaration for that property known as Riverwood Townhomes.

RIVERWOOD PARK COMMUNITY ASSOCIATION, INC.

X _____

STATE OF MONTANA)
:ss
COUTY OF FLATHEAD)

This instrument was acknowledged before me on the 29 day of March. 20 18, by Ned Nixon as President of the Riverwood Park Community Association, Inc.

Glo Caudillo
Printed Name Glo Caudillo
Notary Public for the State of Montana
Residing in Whitefish MT
My commission expires: 2/24/21

(SEAL)

GLO CAUDILLO
NOTARY PUBLIC for the
State of Montana
Residing at Whitefish, Montana
My Commission Expires
February 24, 2021