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P.O. Box 899
Kalispell, MT 59903

See Assr #'s Attached

SECOND 2020 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF MEADOWS EDGE

THIS DECLARATION is made as of this 19 day of June, 2020 by MEADOWS EDGE, LLC, hereinafter referred to as "Declarant."

RECITALS

A. The Declarant recorded the original Declaration of Covenants, Conditions, Restrictions and Reservations of Meadows Edge on July 17, 2019 as Document Number 201900014654, records of Flathead County, Montana.
B. The Declarant recorded the 2020 Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations of Meadows Edge on February 4, 2020, as document No. 202000003205, records of Flathead County, Montana;
C. The Declarant recorded the the First Declaration of Annexation for Meadows Edge – Phase 1B on April 28, 2020, as document No. 202000010866, records of Flathead County, Montana;
D. The original Declaration provides that the Declarant may amend the Declaration during the period of Declarant Control;
E. The period of Declarant Control has not expired and the Declarant desires to further amend and restate the Covenants, Conditions, Restrictions and Reservations of Meadows Edge as set forth herein;
F. The real property described on Exhibit A attached hereto is subject to the above referenced Covenants, Conditions, Restrictions and Reservations of Meadows Edge;
G. The Common Area of the Project is the open space and alleys shown on Exhibit "A" hereto and the Plat Maps of Meadows Edge – Phase 1A and Meadows Edge – Phase 1B on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.
H. For the benefit and protection of the Project, to enhance its value and attractiveness, and as an inducement to vendors and investors to make and purchase loans secured by Homes and Lots within the Project, Declarant agrees to provide herein for a comprehensive system of land use and building controls within the Project.

NOW, THEREFORE, Declarant, during the period of Declarant Control, hereby makes this Declaration for the purpose of subjecting said property and the Project to this Declaration, and declares that the property and the Project described herein shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, reservations, grants of easement rights, rights of way, liens, charges and equitable servitudes, which are for the purpose of protecting the value and desirability of the Project and

shall be binding on all parties having any right, title or interest in the above described property or any part thereof, and shall inure to the benefit of and be binding on each owner thereof and to the successors in interest thereto. Any conveyance, transfer, sale, assignment, lease or sublease of a Lot or Home in the Project shall and hereby is deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, any Lot Owner, the Association and any first Mortgagee of any Lot. To further the general purposes herein expressed, the Declarant, for itself and its successors and assigns, does hereby declare that the real property described on Exhibit "A" attached hereto, and all property added to this Declaration by the Declarant, shall at all times be owned, held, used and occupied subject to the provisions contained in this Declaration, to the covenants, conditions and restrictions contained herein and to any amendments hereto.

Article I
INTERPRETATION

1.1 - LIBERAL CONSTRUCTION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and maintenance of the Project.

1.2 - COVENANT RUNNING WITH LAND

This Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent owners of the Property or any part thereof, together with their grantees, successors, heirs, personal representatives, administrators, devisees or assigns.

1.3 - DECLARANT IS ORIGINAL OWNER

Declarant is the original Owner of all Lots and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Lots are filed of record.

1.4 - CAPTIONS

Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

1.5 - DEFINITIONS

Architectural Control Committee or ACC means the committee established pursuant Article III.

Articles means the articles of incorporation of the Association, as defined below.

Assessments means all sums chargeable by the Association (or by Declarant in exercising Declarant Rights) against a Lot, including without limitation (a) regular and special assessment for Common Expenses and Home Expenses, (b) deposits and contributions to the Association's working capital as established by its Board of Directors, (c) special charges against a Lot Owner for work done on the Owner's Lot, (d) fines, (e) interest and late charges on any delinquent account, and (f) costs of collection, including reasonable attorneys' fees incurred in connection with the collection of delinquent Owner's account.

Association shall mean Meadows Edge Homeowners Association, Inc., a Montana mutual benefit corporation, as described more fully in Article 2, and its successors and assigns. The term "Association" shall be deemed to refer to the Declarant when exercising Declarant Rights otherwise permitted to the Association.

Board shall mean the Board of Directors of the Association.

Bylaws shall mean the Bylaws of the Association as the same may be amended from time to time.

Common Area. The Common Area of the Project are the open spaces and private alleys as depicted on the Plat of Meadow Edge – Phase 1A and the Plat of Meadows Edge – Phase 1B, both on file and of record in Flathead County, Montana, but excluding individual Lots within the Property and property dedicated to the City of Kalispell, Montana for public use including streets, public utilities, and related improvements. Thus, the Common Area includes real Property maintained by the Association for the common benefit of the Owners and such other persons as may be permitted to use the Common Area under the terms of this Declaration or any contract with the Association.

Common Expenses shall mean (a) the expenses of maintaining, managing, and operating the Common Area; (b) premiums for liability insurance carried by the Association; (c) all other expenses incurred by the Association in administering, services, conserving, managing, paying Property taxes upon, maintaining, repairing, or replacing the Common Area and any improvements located on it; (d) all expenses incurred by the Association in administering and managing the Association and this Declaration; (e) all expenses incurred by the Association in any other activities undertaken for the common benefit of all or some of the Owners; and (f) all expenses lawfully determined to be Common Expenses by the Board of Directors of the Association, as provided in this Declaration and in the articles and Bylaws of the Association.

Declarant shall mean Meadows Edge LLC. Declarant may assign some or all of its rights under this Declaration to a third party by a written instrument specifically referring to such rights recorded in the records of Flathead County, Montana. Such instrument may specify the extent and portion of the rights or interests of Declarant which are being assigned, in which case the initial Declarant shall retain all other rights as Declarant.

Declaration shall mean this 2020 Amended and Restated Declaration of Covenants, Conditions and Restrictions of Meadows Edge, as it may be amended from time to time.

Home shall mean and refer to any structure, or portion of a structure, located on a Lot, which structure is designed and intended for use and occupancy as a residence or which is intended for use in connection with such residence.

Lot shall mean each parcel within the Property described below, which is designated as a Lot on a plat of the Property, including any such parcel owned by Declarant and excluding any Common Area.

Member means a person entitled to membership in the Association.

Mortgage shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

Mortgagee shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of the Lot.

Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Project and except as may be otherwise expressly provided herein, shall, in the case of a Lot which has been sold pursuant to a real estate contract, include any person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor thereunder. Any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an owner.

Period of Declarant Control means the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana, and ending on the earlier of: (a) the date which is 7 years later, or (b) the date on which the Declarant has sold 90% of the Lots in each of the Plats. The Period of Declarant control may be reinstated or extended by agreement between the Declarant and the Association; subject to whatever terms, conditions and limitations the Board of Directors may impose on the subsequent exercise by Declarant of the Special Declarant Rights. After the termination of the Period of Declarant Control, Declarant, if still an owner, will continue to have all the rights and duties ordinarily given to Members under this Declaration.

Plat Maps shall mean the recorded final plat(s) depicting the layout of the Lots in the Project, Including any amendments thereto.

Project shall mean any real property (including any improvements and structures thereon) as are now or hereafter subjected to this Declaration and brought within the jurisdiction of the Association.

Property shall mean the real estate described in Exhibit A and any additions thereto, (together with all improvements and structures thereon) as well as any property which may in the future become part of Meadows Edge as provided in this Declaration.

Transition Date shall mean the earlier of the following: (1) 60 days after the date on which Declarant has sold 90% of the lots in each of the plats, or (2) the seventh anniversary of the recordings of this Declaration, or (3) the date on which Declarant elects to permanently relinquish all Declarant Rights by written notice to all Owners.

Article II
HOMEOWNERS ASSOCIATION

2.1 – Establishment of Association and Adoption of Bylaws: An Association is hereby established known as "Meadows Edge Homeowners Association." Said Association may be incorporated under a different name as may be determined by the Association and approved by the Montana Secretary of State. The Association shall be formed prior to the close of sale of any Lot within the Property. The Bylaws of the Association will be adopted by the Association prior to the close of sale of any Lot within the Property.

2.2 – Powers: The Association shall have all such powers as permitted by the laws of the State of Montana, provided that the Association shall be subject to and abide by the provisions of this Declaration, as the same may be amended from time to time

2.3 – Membership: All Owners of the Lots within Meadows Edge shall be members of the Association. The Owners of any Lot shall automatically become members of the Association and shall remain members until such time as the Ownership of such Lot ceases for any reason, at which time the corresponding membership in the Association shall cease.

For the purpose of determining membership at any meeting, a person or entity shall be deemed to be a member upon the recording of a dully executed deed to that Owner, or upon the recording of a notice of a purchaser's interest or an abstract of a contract for a deed showing a contract purchase by an Owner. The legal title retained by the vendor selling under contract shall not qualify for membership. Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgagee, beneficiary or original seller on a contract, or repossession for any reason of a Lot sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal Owner.

Members shall participate in the manner prescribed by the Articles and Bylaws of the Association, and resolutions of the Association's Board of Directors.

2.4 – Owners' Address: Upon acquiring a Lot, the Owner(s) of the Lot shall immediately inform the Association of their names and of one address to which notices from the Association should be sent. The Owners shall be responsible for informing the Association of any change of address.

2.5 – Voting: There shall be one vote for each Lot. If a person or entity owns more than one Lot, that person or entity shall have as many votes as the number of Lots owned by that person or entity. If more than one person or entity has an Ownership interest in a single Lot, such persons or entities must decide among themselves how the vote for that Lot shall be cast.

2.6 – Management During Period of Declarant Control: During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the directors and officers of the Association. If Declarant so elects, Declarant may from time to time relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the directors and officers of the Association. Any such relinquishment shall be expressed in writing to the Association.

2.7 – Association Meeting: Annual and Special meetings of the Association shall occur as set forth in the Association's Bylaws.

2.8 – Turnover Meeting: The Declarant reserves the right, at any time before the expiration of the Period of Declarant Control, to call a special meeting or the Association for the purpose of transferring control of the Association to the member. Should the Declarant call such a meeting, it shall present to the members its plan for the orderly transfer of control of the Association to the members, and the members will be obligated to accept control of the Association in accordance with such plan.

Article III
ARCHITECTURAL CONTROL

3.1 Construction and Exterior Alteration/Repair:

3.1.1 The "Architectural Control Committee" (ACC) shall consist of the Board of Directors of the Association, or of a special "Architectural Control Committee" of at least three (3) or more persons appointed by the Board, all of whom must be members of the Association. All buildings, structures and other improvements (including, without limitation, concrete or masonry walls, rockeries, fences, sheds, over-the-air reception devices, landscaping or other structures and improvements) to be constructed within the Project, and all exterior alterations and repairs of any building, structures or improvements in the Project and visible from any public street, Common Area or other Lot must be approved by the Architectural Control Committee (ACC). Complete plans and specifications, together with an initial ACC Review Fee of $50, for all such proposed buildings, structures, and exterior alterations and repairs, together with detailed plans showing the proposed location of the same in the particular buildings site and other data requested by the ACC, shall be submitted to the ACC before construction, alteration or repair is started. Construction, alteration or repair shall not be started until written approval thereof is given by the ACC. Any exterior modifications approved or developed by the Declarant while exercising Declarant Rights will be deemed approved exterior modifications. The ACC shall have the right, from time to time, to increase the ACC Review Fee, provided such increased fee is in an amount reasonably anticipated to compensate the ACC for its time and costs related to the review of such plans and specifications. The ACC may, in its discretion, reduce or waive the Review Fee for smaller projects such as minor repairs, alterations or small additions to existing improvements. The ACC shall have the right to adopt design guidelines.

3.1.2 The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with proposed or existing,

structures on neighborhood residential Lots or building sites, and as to location of the building with respect to topography, finish grade elevation and building setback restrictions.

3.1.3 In the event the ACC fails to approve or disapprove such design and location within forty-five (45) days after said plans, and specifications have been submitted to it, such approval will not be required.

3.1.4 All plans and specifications for approval by the ACC must be submitted in duplicate, at lease forty-five (45) days prior to the proposed construction or exterior alteration or repair starting date, unless such requirement is waived in writing by the ACC. Neither the waiver of, nor the failure to waive such requirements shall be construed as a waiver or a relinquishment of such rights for the future.

3.1.5 The ACC may require that, said plans or specifications shall be prepared by an architect or a competent house-designer, approved by the ACC. One complete set of said plans and specifications shall in each case be delivered to and permanently left with the ACC. All buildings or structures shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house Builder or other person or entity approved by the ACC. The ACC shall have the right to refuse to approve any design, plan or color for such improvements, construction, or exterior alteration or repair visible from a public street, Common Area or other Lot which is not suitable or desirable, in the ACC's reasonable opinion, and in accordance with the standards and specifications herein set forth, aesthetic or otherwise.

3.1.6 In so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, to the site upon which it is proposed to erect the same.

3.1.7 The ACC shall have the right to disapprove the design or installation of a swimming pool, hot tub or any other recreational structure or equipment undesirable, in the ACC's reasonable opinion, aesthetic or otherwise.

3.1.8 Declarant shall not be subject to the restrictions of this Section 3.1 as to any Lot owned by Declarant, whether before or after the Transition Date. Additionally, until the Transition Date, Declarant, in its sole discretion, may remove any individual(s) from the ACC, and replace such individual(s) with individual(s) designated by Declarant.

3.2 – Sales Facilities of Declarant and Builders:

3.2.1 Notwithstanding any provision in this Declaration to the contrary, until the Transition Date, Declarant and any Builder shall be permitted to maintain during the period of sale of Lots and/or Homes upon such portion of the Project as Declarant may choose, such facilities as in their sole opinion may be reasonably required, convenient or incidental to the construction, sale, lease or rental of Lots or Homes, including but not limited to,

business office, storage area, signs, model units, sales office, construction office, and parking areas for all prospective tenants or purchasers of Declarant or Builders.

3.2.2 Until the Transition Date, Declarant and Builders may make temporary alterations to model homes which are not otherwise permitted by this Declaration or the ACC guidelines for marketing purposes. The selling Owner must remove model home alterations and return the Home to full compliance with the ACC guidelines prior to occupancy by a Home purchaser or tenant. Owners other than Declarant or Builders may not make such alterations to any Lot or Home.

Article IV
COMMON AREA

4.1 – Control and Management: The Association shall have the exclusive right and obligation to manage, control, improve and maintain the Common Area within Meadows Edge. The Association shall be responsible for liability insurance, state and local taxes payable by the Association for the common area, and maintenance of facilities and improvements in the Common Area. The Board of Directors, among its other duties, shall stablish and levy assessments to pay for the taxes payable by the Association, insurance, maintenance and other expenses associated with the Common Area under the control and authority of the Association. The Board of Directors may, in its discretion, adjust the assessments to meet the changing needs of the Meadows Edge community and the areas serving the community.

4.2 – Property Taxes: It is acknowledged that, for property tax purposes, Flathead County and the State of Montana may allocate to each Lot a fractional, proportional portion of the value attributable to the Common Area. By accepting a deed to a Lot, the Owner agrees to this mechanism for property taxation and agrees to pay a proportional share (as allocated by Flathead County and the State of Montana) of the Taxes attributable to the value of the Common Area, while at the same time allowing the Association to administer and control the Common Area.

4.3 – Easements Over All Common Area: The Owners shall have an easement for the use and enjoyment of all of the Common Area, subject to such rules and regulations as the Association may develop from time to time, and also subject to the rights reserved to Declarant and the reserved rights of any third parties with respect to the Common Area. Declarant reserves and shall have an easement over all of the Common Area for ingress, egress and utilities. Declarant may grant further easements to others for such use of the Common Area.

4.4 – No Dedication to the Public: Nothing in this Declaration will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect. However, the Association has the right to dedicate or transfer all or part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to.

4.5 – Approval of Declarant: During the Period of Declarant Control, no construction of improvements shall take place within the Common Area nor shall any other changes or alterations

be made to the Common Area or the uses within the Common Area without the prior written consent of the Declarant.

Article V
ASSESSMENTS

5.1 – Assessments: Each Owner, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to this Declaration, and to pay to the Association assessments for Common Expenses as provided herein, including annual assessments or charges, and special assessments for capital improvements and other expenses, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on each Lot, and shall be continuing lien upon the property against which each such assessment is made. Each assessment, together with any accruing interest, costs and attorney's fees, shall be the joint and several personal obligations of the Owner(s) of such Lot at the time when the assessment is due.

5.2 – Purpose of the Assessments: The assessments levied by the Association shall be used to promote the health, safety, convenience, and welfare of the Owners; for the improvement, repair and maintenance of easements, trails, and the Common Area; and for any other purposes, expressed or implied in this Declaration.

5.3 – Annual Assessments: The maximum annual assessment per Lot which may be made by the Association in any calendar year shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association during the coming year in carrying out its functions and may include a reasonable reserve for contingencies. The annual assessment shall be equal for each Lot. Payment of the annual assessment shall be due and payable on a date or dates established by the Board of Directors, in an annual, monthly, quarterly, or other periodic installment as the Board of Directors may provide.

The initial annual assessment shall be $150 per Lot.

The amount of the annual assessments shall be fixed by the Board of Directors in the following manner.

At each annual meeting of the members, the Board of Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment and approval. Estimated expenses for the Association shall include, without limitation, the cost of maintenance, repair, and operation of the Common Area; expenses of management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any deficit remaining from a previous assessment period; and the creation or supplementing of a reserve fund for general, routine maintenance, repairs and replacement of improvements within the Common Area on a periodic basis, as needed. The Board of Directors shall adopt a budget for the coming year after considering input from the members.

After the annual meeting, the Board of Directors shall set the amount of the assessments and the dates(s) upon which they are due for the coming year to cover the budget approved in the manner herein set forth.

5.4 – Special Assessments: The Board of Directors may, from time to time, levy upon and subsequently collect from each Owner a special assessment for each Lot. Special assessments may be levied for capital improvements or acquisitions, extraordinary expenses or for such other purposes as the Board of Directors may determine. Any special assessment shall be equal for each Lot. Payment of any special assessment shall be due and payable as the Board of Directors may provide.

5.5 – Priority of Lien for Assessments: The lien of any assessments will be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Montana, and to all other liens and encumbrances *except* the following: (a) Liens and encumbrances recorded before the date of the recording of this Declaration; (b) Liens for real estate taxes and other governmental assessments or charges duly imposed against the Lot by a Montana governmental or political subdivision or special taxing district, or any other liens made superior by statute; and (c) The lien for all sums unpaid on a first mortgage taken in good faith and for value and perfected by recording in the office of the Clerk and Recorder of Flathead County, Montana, prior to the time of recording in said office of an instrument describing the Lot affected and listing the name or names of the Owner or Owners and giving notice of such violation, breach or failure to comply, (with such superiority to include any and all advances made by the first mortgagee, even though some or all of such advances may have been made subsequent to the date of filing of a written lien statement for delinquent assessments). Any first mortgagee who acquires title to a Lot by foreclosing the first mortgage or by receiving a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the first mortgage, will take the Lot free of any claims for unpaid assessments, interest, late charges, costs, expenses, and attorney's fees against the Lot which accrue prior to the time such first mortgagee or purchaser acquires title to the Lot. All other persons who hold a lien or encumbrance of any type *not* described in subsection (a), (b) or (c), above, will be deemed to consent that their lien or encumbrance will be subordinate to the Association's future liens for assessments, interest, late charges, costs, expenses and attorney's fees, as provided in this Article and in this Declaration, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

5.6 – Failure to Pay Assessments- Remedies of the Association: No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or by abandonment of their Lot. Any assessment or installment of an assessment not paid within thirty days after its due date will be delinquent. In the event of such delinquency, the Association may take any or all of the following actions:

(a) Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time;
(b) Charge interest from the delinquency at uniform rates set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by applicable law;
(c) Suspend the voting rights of the Owner during any period of delinquency;

(d) Bring an action against any Owner personally obligated to pay the delinquent assessments;
(e) Record a notice of lien with the Clerk and Recorder of Flathead County, Montana. Upon delivery of the notice of assessment to the Owner, the assessment shall be a lien upon the Owner's Lot until paid. If the assessment is not paid within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property;
(f) The Association shall be entitled to recover from the Owner any and all reasonable attorney's fees and costs incurred in the collection of any delinquent assessments;
(g) The remedies provided under this Declaration shall not be exclusive, and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.

5.7 – Sale or Transfer of a Lot: The sale, transfer, or encumbrance of any Lot shall not affect the personal liability of the Owner responsible for the assessment or the assessment lien if a lien is recorded in the records of Flathead County, Montana. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such new Owner from the liability for any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof. A person or entity purchasing a Lot shall be responsible for checking with the Association for any outstanding assessments against said Lot before closing the transaction.

5.8 – Statement of Status of Assessments: On written requests, the Association will furnish to an Owner or his designee or to any mortgagee a statement setting forth the amount of unpaid assessments then levied against the Lot in which the Owner, designee or mortgagee has an interest, The information contained in such statement, when signed by an officer director or agent of the Association, will be conclusive upon the Association, the Board, and every Owner as to the person or persons whom such statement is issued and who rely on it in good faith.

5.9 – Declarant's Responsibility for Assessments: Notwithstanding the foregoing, the Declarant, although a member of the Association, shall not be responsible at any time for payment of the annual assessments for Lots owned be Declarant, unless and until Declarant completes construction of a home on such Lot. The Declarant, however, shall pay a proportionate share of all current expenses of administration actually incurred be the Association from time to time for routine maintenance of the Common Area. For purposes of the forgoing sentence, the Declarant's proportionate share of such expenses shall be based upon the ratio of all Lots which are listed for sale owned by the Declarant at the time expense is incurred to the total number of such Lots plus Lots owned by third parties. So long as Declarant owns any Lots, any increase in annual assessment and any special assessment shall require the Declarant's written consent. Further, the Declarant shall in no event be liable for any assessment levied in whole or in part to purchase any property from the Declarant or to finance any litigation or other claim against the Declarant, any cost of investigation and preparing such litigation or claim, or similar related costs.

Article VI
PROTECTIVE COVENANTS

6.1 – Conditions from Subdivision Approval: The conditions imposed upon the approval of the Meadows Edge Subdivision are incorporated herein as part of this Declaration to the extent they apply to the use of the Property.

6.2 – Zoning Regulations: The zoning of the Property at the time of the filing of this Declaration is R-3 and all uses must comply with that zoning unless the zoning has been changed prior to attempted use. If the zoning has been changed, the use shall comply with the then existing zoning. In addition, if at the present time there is a need for a zoning compliance permit from the local planning authority, (presently known as the Flathead Regional Development Office, or City of Kalispell), such permit shall also be required under this Declaration.

6.3 – Land Use: No Lot shall be used except for a single-family residence not to exceed two stories in height. Lots 1 through 7 and Lots 20 through 31 of Meadows Edge Phase 1A and Lots 8 through 19, 32 through 59 and 85 through 92 of Meadows Edge Phase 1B are "single family lots" and shall be occupied by the owner(s) or immediate family member of the owner(s) (i.e. parent, children, grandchildren or siblings) and shall not be rented to other people. All lots designated "Single Family Lots" shall be subject to the above referenced conditions. Other lots shown on Exhibit "A" may be rented by the owners.

6.4 – Sewage Disposal: No individual sewage disposal system shall be permitted. All sewage disposal shall be by connection to the City of Kalispell's sewer system.

6.5 – Water Supply: No individual water supply system or systems shall be permitted. All water service must be furnished by public water connections.

6.6 – Building Location: All structures shall be constructed within the setback requirements established by the City of Kalispell, Montana.

6.7 – Dwelling Design Guidelines: Minimum square footage of heated living area for a single-family residence, excluding garage, enclosed patios or decks, attics and unheated storage areas shall be no less then 1,000 square feet. All construction shall be complete within one year from the date construction begins.

6.7.1 – Exterior Finish: The exterior of all construction on any Lot shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping in the Property. Exterior colors must be approved by the Architectural Control Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

6.7.2 – Exterior Materials: Roofing materials shall be minimum 25-year composite. Metal roofing material may be used on accent roofs with the approval of the Architectural

Control Committee. No manufactured wood roofs are permitted. Exterior siding may not be vinyl. Minimum roof pitch is to be no less than five-twelve, (5:12).

6.8 – Landscaping: The landscaping of each Lot must be completed within three (3) months from the date of occupancy of the home constructed on the Lot. In the event of undue hardship due to weather conditions, this provision may be extended upon written request to the Association.

All front and rear yard areas shall be planted with any of the following: trees and shrubs, ground cover, conifer trees, deciduous shrubs and trees, and lawn areas.
Each Owner shall maintain the landscaping of yard area in attractive appearance and free from insects and diseases and noxious weeds. Each Owner shall provide for the timely replacement of lost plant life and bark dust and trimming and pruning of plant material to prevent an overgrown look.

6.9 – Parking Pads: Homeowners are allowed to install parking pads alongside their driveways and garages. The parking pads must be paved, concrete, or constructed of pavers. The pads may not be within 1 ½ feet of a neighboring property line. The homeowner of any parking pad that is within 5' feet of a side property line will erect, at their own expense, a privacy fence which is at least 5' feet tall and run the length of the pad, provided that the area outside the fence shall be landscaped to allow for drainage. The fence must meet the standards of other Meadows Edge covenants. If the builder constructs a parking pad for a buyer, it will be the buyer's responsibility to erect the fence.

6.10 – Fences: Fences shall not exceed six (6) feet in height, except a front yard fence, which shall not exceed three (3) feet in height. All fencing materials and locations must be approved by the Architectural Control Committee.

6.11 – Owner's Obligation to Repair: Each Owner, at the Owner's sole cost and expense, shall repair the Owner's residence, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, excepting only normal wear and tear.

6.12 – Owner's Obligation to Rebuild: If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner or Owners, with all due diligence, rebuild, repair or reconstruct the residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six months after damage occurs, unless prevented by causes beyond control of the Owners.

6.13 – Mobile Homes and Trailers for Residential Purpose: No house trailer, mobile home, doublewide or any other prefabricated structure designed to be hauled or moved on wheels, shall be used for residential purposes. No structures of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, whether temporarily or permanently.

6.14 – Commercial Activities: No Lot or any part of the herein described property shall be used at any time for any manufacturing or other commercial purpose that would cause any significant

increase in traffic. Lawful home occupation businesses shall comply with the requirements of the City of Kalispell.

6.15 – Signs: No signs, advertising, billboards or advertising structures of any kind shall be erected, used or maintained on the Property except for the purpose of advertising of sale or rent of the Property upon which it is erected, provided that the Declarant may place marketing signs for model homes constructed upon any property.

6.16 – Garbage: No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or Common Area. All waste shall be removed as often as reasonably necessary. Equipment for the disposal of such material shall be concealed except for the day of garbage pickup and must be removed from the street within one day of the day of garbage pickup. No part of the Property shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, old automobiles or other wastes.

6.17 – Common Area: No Owner shall deposit debris such as lawn clippings, limbs, shrub trimmings, or garbage of any nature in the Common Area. The Common Area is to be left in its natural state, other than as reasonably required by the Association, a governing municipality, or the Declarant to access, repair, replace, or update current conditions and improvements.

6.18 – Animals: No animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other domestic animals may be kept and raised, but not for commercial purposes. Permitted animals (excluding cats) must be confined to the Lot of their Owner, kept under control of the owner, and not permitted to run at large. All owners shall comply with the Flathead County Dog Ordinance or any other ordinance, rule or regulation the City of Kalispell, Flathead County or the State of Montana regarding animals. No more than 6 chickens shall be allowed on any lot.

6.19 – Nuisances: No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

6.20 – Junk Vehicles: No discarded, ruined, wrecked, or dismantled motor vehicle (including component parts) that is inoperative or incapable of being driven shall be permitted on any lot.

6.21 - Rental and Leasing: Subject to the terms of Section 6.3 above, the owner(s) of a Lot will have the right to rent or lease a Lot, subject to the following conditions:

1. All leases or rental agreements must be in writing with a minimum term of at least thirty (30) days to a single Lessee. No subleasing shall be allowed.

2. The lease or rental agreement shall be specifically subject to the Declaration of Covenants, Conditions, Restrictions and Reservations of Meadows Edge, and any failure of a tenant to comply with the Declaration of Covenants, Conditions, Restrictions and Reservations for Meadows Edge will be a default under the lease or rental agreement.

6.22 – Rules and Regulations: The Board of Directors may from time to time adopt, amend or terminate rules and regulations concerning the Common Area and/or actions or activities within Meadows Edge that have an impact on other Owners. A copy of any such rules and regulations shall be sent to all Owners. All Owners and their family, guests and invitees shall abide by any such rules and regulations.

Article VII
DECLARANT RIGHTS

7.1 – Completion of Work and Establishment of Subdivision: Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Meadows Edge Subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Property as an ongoing residential community. In order that such work may be completed, and the Property established as fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) prevent Declarant employees, contractors, or subcontractors of Declarant from doing on any part or parts of the Property owned or controlled by Declarant or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) prevent Declarant, or the employees, contractors, or subcontractors of Declarant from constructing and maintaining on any part or parts of the Property owned or controlled by Declarant or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Property as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(c) prevent Declarant, or the employees, contractors, or subcontractors of Declarant from conducting on any part or parts of the Property owned or controlled by Declarant or their representatives the business of completing such work, of establishing the Property as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) prevent Declarant, or the employees, contractors, or subcontractors of Declarant from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease or otherwise of such Lots.

7.2 – **Expansion:** Declarant reserves the right but is not obligated to expand the effect of this Declaration to include additional property. Any expansion may be accomplished by recording a Declaration of Annexation and one or more supplemental plats in the records of the Clerk and Recorder of Flathead County, Montana. Upon such annexation, each owner of a lot in the annexed property shall automatically become a member of the Association. Such Declaration of Annexation will not require the consent of Owners, the Association, or the Board of Directors of the Association.

Article VIII
DURATION AND AMENDMENT

8.1 – Duration of Declaration: These covenants, conditions, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants, conditions, and restrictions are recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years, unless the written consent of Owners holding sixty percent (60%) or more votes in the Association has been recorded, agreeing to change said covenants, conditions, and restrictions in whole or in part.

8.2 – Amendment: This Declaration of covenants, conditions, and restrictions, or any provision of it may be terminated, extended, amended or revoked as to the whole or any portion of the Property as follows:

8.2.1 – Prior to Sale of Lots: Prior to the Sale of any Lot, Declarant may terminate, extend, amend or revoke this Declaration as to the whole or any portion of the Property by recording in the records of Flathead County, Montana, a document signed by the Declarant stating the action taken.

8.2.2 – After Sale of Lots but During Period of Declarant Control: After the sale of a Lot but before expiration of the Period of Declarant Control, Declarant may terminate, extend, amend, or revoke this Declaration as to the whole or any portion of the Property.

8.2.3 – After of period of Declarant Control: After the Period of Declarant Control, this Declaration, or any provision of it, may be terminated, extended, amended or revoked as to the whole or any portion of the Property upon the written consent of Owners holding sixty (60%) or more of the votes in the Association. The amendment will be immediately effective upon the recording in the records of Flathead County, Montana, of a copy of the document together with a certificate signed by an officer of the Association stating that the required number of consents of Owners were obtained.

8.2.4 – Declarant Approval: No termination, extension, or amendment of this Declaration will be effective in any event during the Period of Declarant Control unless the written approval of Declarant is fist obtained.

Nothing in this section should be construed to permit the abandonment of the Association's responsibility for the maintenance of Common Area identified herein.

ARTICLE IX. EXPANSION

Section 9.1 Declarant May Expand: Declarant reserves the right, but will not be obligated, to expand the effect of this Declaration to include additional property. The consent of the existing Owners, the Homeowners Association or the Board of Directors of the Homeowners Association will not be required for any such expansion, and Declarant may proceed with such expansion without limitation at its sole option.

Section 9.2 Declaration of Annexation: Any expansion may be accomplished by recording a Declaration of Annexation and one or more supplemental plats in the records of the Clerk and Recorder of Flathead County, Montana. The Declaration of Annexation must be signed by Declarant and (if different) the owner of the real property to be annexed. The Declaration of Annexation must describe the real property to be annexed, submitting it to this Declaration. Upon such annexation, each Lot in the annexed property will be allocated one vote and liability for the Common Expenses equal to the liability allocated to each of the other Lots, and the proportionate voting interest and allocation of Common Expenses for the other Lots will be adjusted accordingly. Upon such annexation, each Owner of a Lot in the annexed property shall automatically become a member of the Homeowners Association. Such Declaration of Annexation will not require the consent of Owners, the Homeowners Association, or the Board of Directors of the Homeowners Association. Any such expansion will be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Upon the recordation of any such Declaration of Annexation, the definitions used in this Declaration will be expanded automatically to encompass the annexed property. Such Declaration of Annexation may add supplemental covenants peculiar to the annexed property, or delete or modify provisions of this Declaration as it applies to the annexed property. However, this Declaration may not be modified with respect to that portion of the property already subject to this Declaration, except as provided below for amendment.

Article X
MISCELLANEOUS

10.1 – Effect of Provisions of Declaration: Each provision contained in this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision contained in the Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision contained in this Declaration: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within Meadows Edge Subdivision is granted, devised or conveyed. Whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within Meadows Edge Subdivision by an Owner or the Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner or the Association, as the case may be, and as a personal covenant, shall be binding on such Owner or Association and such Owner's or Association's respective heirs, personal representatives, successors and assigns; (c) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to each parcel or real property within Meadows Edge Subdivision, including property that may hereafter become part of Meadows Edge Subdivision; and (d) shall be deemed a covenant, obligation and restriction secured by a lien, burdening and encumbering the title to each parcel of real property within Meadows Edge Subdivision, which lien with respect to any Lot shall be deemed a lien in favor of Declarant and/or the Association.

10.2 – Enforcement and Remedies: The Declarant, the Association, and/or any Owner or Owners of Lots shall have the right to enforce all covenants, conditions, and restrictions to or hereafter imposed by the provisions of this Declaration.

10.4 – No Waiver: Failure to enforce any provision contained in this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

10.5 – Attorney's Fees: In the event of a dispute under any provision contained in this Declaration, the prevailing party shall be entitled to its reasonable costs and attorney's fees incurred. It is expressly understood by any person purchasing a Lot in this Property, that if an action is successfully brought against an Owner for a violation of the terms of this Declaration, that a reasonable attorney's fee shall be assessed against the Owner in addition to costs and any other damages.

10.6 – Severability: Invalidity or unenforceability of any provision contained in this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of the provision of this Declaration.

10.7 – Limited Liability: Neither the Declarant, the Association, or their respective officers, directors, employees, or agents shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. This 2020 Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations of Meadows Edge supersedes and entirely replaces the original Declaration of Covenants, Conditions, Restrictions and Reservations of Meadows Edge recorded July 17, 2019 as Document number 201900014654, records of Flathead County, Montana.

IN WITNESS WHEREOF, the Declarants hereunto executed this Second 2020 Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations of Meadows Edge this 19 day of June, 2020.

MEADOWS EDGE, LLC, a Washington Limited Liability Company.

By: _____
Derek Kysar, Member

By: _____
Raymond Koistinen, Member

STATE OF Washington)
:ss.
County of ~~Clark~~ Cowlitz)

This instrument was acknowledged before me on this 4th day of June, 2020, by Derek Kysar and Raymond Koistenen, known to me to be the members of Meadows Edge, LLC.

PAMELA S MUONIO
COMM. # 26267
NOTARY PUBLIC
EXP. 10/15/2024
STATE OF WASHINGTON

Pamela S. Muonio
Notary Public for the State of Washington

EXHIBIT "A"

Lots 1 through 7, 20 through 31, 60A, 60B, 75A, 75B, 76A, 76B, 77A, 77B, 77C, 78A, 78B, 78C, 79A, 79B, 79C, 80A, 80B, 80C, 81A, 81B, 81C, 81D, 82A, 82B, 82C, 82D, open spaces A, B and private alleys in Phase 1A of Meadows Edge-Phase 1A, a subdivision in the City of Kalispell, County of Flathead, Montana located in the Southeast ¼ of Section 3, Township 28North, Range 22West Principal Meridian, Montana, according to the Plat of Meadows Edge Phase-1A on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Single Family Lots – Lots 8 through 19, 32 through 59, 85 through 92; Townhome Lots – Lots 61A, 61B, 62A, 62B, 62C, 62D, 63A, 63B, 63C, 64A, 64B, 64C, 65A, 65B, 65C, 65D, 66A, 66B, 66C, 66D, 67A, 67B, 67C, 67D, 68A, 68B, 68C, 68D, 69A, 69B, 70A, 70B, 70C, 71A, 71B, 72A, 72B, 73A, 73B, 74A, 74B, 83A, 83B, 83C, 83D, 84A, 84B, 84C, 84D, open spaces C, D, E, F, G and private alleys of Meadows Edge-Phase 1B -Corrected, a subdivision in the City of Kalispell, County of Flathead, Montana located in the Southeast ¼ of Section 3, Township 28 North, Range 22 West Principal Meridian, Montana, according to the Plat of Meadows Edge-Phase 1B - Corrected on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

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