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West Ridge Homes, LLC
2013 E. Silver Circle
Belgrade, Montana 59714

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Debbie Pierson, Flathead County MT by MW

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WHITEFISH RIVER TOWNHOMES

This Declaration of Covenants, Conditions and Restrictions ("Covenants") is executed this 25th day of September, 2020, by **WEST RIDGE HOMES, LLC**, of 2013 E. Silver Circle, Belgrade, Montana 59714, a Montana limited liability company (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the owner of the following described real property, together with improvements thereon, situated in Flathead County, Montana and more particularly described as follows:

> LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 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.

hereinafter referred to as "Whitefish River Townhomes" and/or the "Property."

B. Whitefish River Townhomes consists of eight (8) lots and is part of Riverwood Park Phase III, a subdivision formed under the laws of the State of Montana and governed by the terms of the Declaration of Covenants, Conditions and Restrictions for Riverwood Park, recorded November 18, 2003 as Document No. 200332215250, in the Office of the Clerk and Recorder of Flathead County, Montana (hereinafter referred to as "Riverwood Park Declaration").

C. Whitefish River Townhomes consists of one building, which is composed of eight (8) Units with one Unit on each Lot.

D. Declarant wishes to subject Whitefish River Townhomes to supplemental conditions, covenants, and restrictions hereinafter set forth, all of which are for the benefit of the Property and for each Owner of any lot, parcel or portion of the Property, and which shall inure for the benefit of and pass with the Property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest, and any Owner thereof.

E. All persons, partnerships or corporations who now own or shall hereafter acquire any interest in any lot, parcel or portion of the Property shall be held to agree and covenant with the Owners of the Property, or any lot or 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 Whitefish River Townhomes Homeowners Association, Inc.

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

H. "Lot Owner", "Unit Owner" or "Owner" shall mean any owner of record of one of the eight lots with a townhome unit located on the Property.

I. "Lot" shall mean one of the eight lots of the Property.

J. "Unit" shall mean the portion of the building located on each of the eight lots of the Property.

NOW THEREFORE, the Declarant does hereby place the following covenants, conditions, restrictions and easements on the Property situated in Flathead County and fully described hereinabove.

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

2. Maintenance, Repair and Replacement. The Association shall maintain the exterior of the Units and shall maintain landscaping of all areas of the Property that it deems appropriate, all in accordance with the following:

    a. The Board may contract with a manager or other agents to perform such maintenance repair and replacement of the townhouse exteriors, landscaping and snow removal.

    b. Such other and further acts that the Board deems appropriate to preserve and protect the Property.

    c. The Board may adopt rules and regulations to further clarify responsibilities so long as such rules and regulations do not violate the general rules set out in this Declaration. By way of example, the Board may make rules about the landscaping or maintaining of fenced backyards and snow removal from driveways.

3. Use of the Property. In addition to the terms and conditions contained in the Riverwood Park Declaration, the Property shall be occupied and used in accordance with the following:

    a. ***Maintenance.***

        i. Each Owner shall maintain the interior of Owner's Unit and shall maintain any other areas, features or parts of Owner's Unit and all portions of the Property not otherwise maintained by the Association. Such maintenance shall include all fixtures and equipment located within Owner's Unit and utilities serving the Unit.

ii. No Owner shall permit any act or work to be performed on Owner's Unit that will impair the structural soundness or integrity of the Unit or impair any easement or hereditament, and no Owner shall allow any condition to exist which will adversely affect the other Units or Unit Owners.

iii. All Owners shall keep their Units in a reasonably clean, safe and tidy condition.

iv. No Owner shall maintain, decorate or landscape the exterior of the Units or landscape any portion of the Property unless authorized in writing by the Association.

b. ***Parking***. To the extent possible, all vehicles shall be parked in each Owner's garage to minimize on-street parking.

c. ***Rentals***. Short term rentals, defined as those lasting for a period of thirty (30) days or less, shall be prohibited. Long term rentals, defined as those lasting for a period of thirty-one (31) days or more, are permitted to the extent allowed under the city of Whitefish's Zoning Regulations. This Section shall not be amended, in whole or in part, without such recorded amendment being unanimously approved by all Owners.

d. ***Fences***. Owners may fence their backyards, so long and such fence does not exceed four (4) feet in height and does not encroach on the easement area described in Section 4.d. of this Declaration. In that regard, any such fence may begin at the back of the Owner's Unit and continue east for 54 feet for all evenly numbered Lots (Lots 2, 4, 6 and 8) and 52 feet for all oddly numbered Lots (1, 3, 5 and 7). The Board may make rules and regulations regarding the types of fencing or material used for such backyard fencing. The Owner of Lot 8 OF RIVERWOOD PARK – PHASE III shall not erect a fence that excludes traffic to the utility meters and equipment located at the end of the building.

e. ***Occupancy Limitation***. Occupancy shall not exceed two (2) persons per bedroom, or that number established from time to time by the regulation of the city of Whitefish.

f. ***Obstruction***. An Owner shall not obstruct or allow to be obstructed any portion of the common areas (as set forth in the Riverwood Park Declaration) or other parts of the Property that are not solely for the use and enjoyment of such Owner.

g. ***Utilities***. Owner shall contact utility companies to change the utility service into Owner's name within fifteen days (15) of taking title to Owner's Unit. Owner shall be responsible for utility charges from the day the deed or other instrument of conveyance was recorded.

h. ***Questions of Restrictions***. Any question arising under the use restrictions set forth in this Section may be referred to the Board of Directors of the Association. In addition, the Board of Directors may grant variances from the strict provisions and effect of these restrictions and covenants provided that any variance granted shall be granted only upon the written decision of a majority of the Board.

4. Easements. Each Unit shall include the benefit and burden of the following easements, whether or not separately described, conveyed, or encumbered:

   a. An easement is granted to the Association, its officers, agents, employees, and assigns, through any Unit or Lot for maintenance, repair and replacement of any feature for which the Association is responsible. Such easement shall include access for third parties who have been authorized by the Association to maintain or replace utility or other services to the Property, including, but not limited to, fire suppression, irrigation, heating, ventilation, air conditioning, electrical, communication, and drainage. Use of these easements, however shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

   b. An easement is granted for encroachments and maintenance of encroachments of any portion of the Unit or other improvements upon an adjoining Unit or Lot.

   c. An easement is granted to all Owners over and across the portion of Lot 8 of the Property at the north end of the building where the utility service meters and boxes and fire suppression door are located.

   d. An easement is granted across the easternmost portion of each Lot beginning at the point beyond which an Owner cannot fence his or her backyard, in accordance Section 3.d. of this Declaration, and such easement shall continue in an easterly direction to the east boundary of the Property and be for the use and enjoyment by all Owners.

   e. All conveyances of Units hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Section even though no specific reference to such easements or to this Section appears in the instrument for such conveyances.

   The encroachments and easements set forth in this Section shall not constitute encumbrances on the Units for purposes of marketability of title.

5. Assessments. The Association shall levy assessments upon all Owners for the purposes and in the manner provided in the Bylaws of the Association. No Owner may exempt him or herself from liability for the assessments by waiving his or her right to use or enjoy the Property or by abandonment of Owner's Unit.

   Assessments shall be made for the repair, replacement, general maintenance, management and administration of the Property (including improvements), for which the Association is responsible, fees, costs, and expenses of the manager, taxes, if any, and for the Owner's percentage share of any Special Improvement District assessments (collectively "Common Expenses"). Assessments shall be based upon each Owner being responsible for an equal (1/8 or 12.5%) share of the Common Expenses.

   Assessments may also be made for the payment of expenses that apply to one or more Units, or other improvements, but not all Units ("Limited Expenses"). Owners are chargeable only for the expenses relating to their respective Units or other improvements. Limited Expenses

shall be borne equally by the affected Unit Owners. If only one Unit is associated with the Limited Expense involved, the entire Limited Expense shall be borne by that Owner.

Assessments may also be made for any purpose contemplated by this Declaration or the Bylaws and for any other purpose under applicable Montana law.

In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his or her share of the Common Expenses up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the manager or Board of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association, and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association in excess of the amount therein set forth.

Any assessments, charges, costs, or fees provided for in this Declaration, including, without limitation, any default assessment arising under the provisions of this Declaration or Bylaws, or any installment thereof, which is not fully paid within fifteen (15) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed pursuant to Montana law. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges, costs, or fees, or installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges, costs, or fees, or any installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. In the event any such assessment, charge, cost or fee, or installment thereof, is not fully paid when due and the Association shall commence such an action (or shall counterclaim or cross-claim for such relief in any action) against any Owner personally obligated to pay the same or shall proceed to foreclose its lien against the particular Unit, all unpaid assessments, charges, and fees, and all unpaid installments thereof, any and all late charges and accrued interest under this Section, the Association's costs, expenses, and reasonable attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorney's fees incurred for any such action and/or foreclosure proceedings shall be taxed by the Court as part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs, or fees, or installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey, or otherwise deal with the same.

The lien created pursuant to this Section shall have priority to all other liens except: (a) liens for real estate taxes assessed against the Unit; and (b) any first mortgage or trust indenture of record. Any unpaid assessments, charges, costs, or fees provided for in the Declaration shall constitute a lien on the Unit of a delinquent Owner.

6. Insurance.

a. The Board of Directors shall purchase comprehensive general liability and property damage insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Association shall pay the premiums out of the maintenance fund created pursuant to the Bylaws. The Board of Directors shall purchase insurance with coverage limits of at least $2,000,000.00 for bodily injury, including death and property damage, arising out of a single occurrence. The Board of Directors shall purchase the insurance from reputable companies authorized to do business in the State of Montana. The policy or policies shall name as insured all the Owners and the Association. The policy or policies shall insure against loss arising from perils in the Units and on the Property and shall include contractual liability coverage to protect against liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

b. The Board of Directors shall purchase fire and other hazard insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Board of Directors shall pay the premiums as Common Expenses out of the assessments collected pursuant to the Bylaws. The insurance shall cover the Property, including improvements, and shall have coverage limits equal to 100% of the current replacement costs of the Property exclusive of land and other items normally excluded from coverage. The policy or policies shall provide for the issuance of certificates or endorsements as may be required. The policy or policies shall insure against loss from perils on the Property, except as they may be separately insured. The policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. If reasonably available, the policy or policies shall contain a stipulated amount clause, determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction of the Property and a decision not to rebuild. The policy or policies shall name as insured all of the Owners and the Association. The policy or policies shall also cover any personal property owned in common by the Owners and shall further contain a waiver of subrogation rights by the carrier as to negligent Owners. Any casualty insurance policy obtained by the Association shall contain a provision prohibiting a reduction in the amount payable under the policy as a result of any casualty insurance proceeds payable to an Owner under a separate policy procured by the Owner.

c. All Owners shall obtain and at all times maintain an Owner's insurance policy insuring any improvements made to the property within a Unit, any decorated or finished surfaces, any fixtures, any personal property of the Owner, and personal liability. The Board may require all Owners to provide to the Board certificates of such insurance or other evidence establishing compliance herewith.

d. The Board of Directors may purchase and maintain in force debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary.

e. The Board of Directors is hereby appointed the attorney-in-fact for all Owners to negotiate loss adjustment on the policy or policies carried under Subsections a, b, and d of this Section.

f. If fire or other casualty damages or destroys any Unit or any portion of the Property, all insurance proceeds paid in satisfaction of claims for any loss or losses shall be apportioned according to losses suffered by each Owner and shall be paid to the Association as trustee for the Owner. The insurance proceeds, whether or not subject to liens, and the proceeds of any special assessments as provided in this Declaration and the Bylaws shall be collected and disbursed by the trustee through a separate trust account on the following terms and conditions:

   i. Unless a majority of the Units are destroyed, all damaged or destroyed Units shall be repaired or rebuilt, and the Board of Directors shall immediately contract to repair or rebuild the damaged portions of the Unit or Units substantially in accordance with the original plans and specifications for the Whitefish River Townhomes.

   ii. If the Units are substantially damaged or destroyed, the Board of Directors shall determine, by majority vote at a meeting duly called for that purpose, whether it will proceed with repair or reconstruction or whether the Property shall be distributed as provided for hereinbelow. In the event the Board of Directors votes to rebuild or repair, it shall prepare the necessary plans, specifications, and maps and shall execute the necessary documents to effect the reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner. In the event the Board of Directors votes against rebuilding or repairing the Property, the proceeds, if any, of insurance carried by the Association shall be distributed to the Owners in equal shares.

g. The Board of Directors may provide coverage for payment of maintenance charges which are abated on behalf of an Owner whose Unit is rendered untenantable by an insured peril. The maximum period of abatement of charges may not exceed four (4) months.

h. The Board of Directors shall analyze insurance coverage at least every five (5) years from the date of this Declaration and shall revise the insurance program in accordance with its analysis, if necessary.

i. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with a condemning authority for acquisition of any portion of the Property. The Owners hereby appoint the Association as their attorney-in-fact for that purpose.

j. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall conform with this Declaration and the original plans and specifications unless the Board of Directors votes otherwise.

7. Default and Remedies.

a. Each Owner, his or her successors and assigns, shall be governed by and shall comply with the terms of this Declaration and the Bylaws as adopted, as well as all Amendments to this Declaration and the Bylaws as may be lawfully adopted from time to time.

b. If any Owner fails to comply with any of the terms of this Declaration or the Bylaws, the Association or other Owners may commence a proceeding at law or in equity to enforce the provisions of the Declaration and the Bylaws.

c. All Owners shall be liable for the expense of their willful or negligent acts or the willful or negligent acts of their officers, employees, licensees, and invitees to the extent that those expenses are not covered by the proceeds of insurance carried by the Association. If the negligent or willful act of any of the foregoing persons causes the Association to incur repair or maintenance costs for any part of the Property, the Association shall assess those expenses against the Owner which shall constitute a lien subject to foreclosure in accordance with Section 5 of this Declaration.

d. In any proceeding to enforce the terms of this Declaration or the Bylaws, the prevailing party shall be entitled to recover its costs, charges, and expenses including reasonable attorney's fees.

e. Failure of the Association or an Owner to enforce any provision in this Declaration or the Bylaws shall in no event constitute a waiver of the right to do so thereafter.

f. All rights, remedies, and privileges granted to the Association or an Owner pursuant to the provisions of this Declaration and the Bylaws shall be cumulative, and the exercise of any one or more shall not constitute an election of remedies nor shall it preclude the exercise of other and additional rights, remedies, or privileges granted by this Declaration or the Bylaws or by law.

8. Initial Board of Directors. The Declarant has appointed the Initial Board of Directors, who shall serve until the Owners have elected a Board of Directors. In that regard, the Owners shall have a meeting within thirty (30) days of the sixth Unit being sold to a third party to elect a Board of Directors of three (3) Owners and such Board shall serve until an election is next held in accordance with the Bylaws.

9. Conflict. If there are any conflicting provisions between this Declaration and the Riverwood Park Declaration, the terms and provisions contained in the Riverwood Park Declaration shall control, except to the extent that the provision in this Declaration is more restrictive than the Riverwood Park Declaration, including, but not limited to, Association's maintenance responsibilities, as set forth in Section 2 of this Declaration.

10. General Provisions.

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

b. ***Membership.*** Each Owner, by ownership of a lot subject hereto, shall be a member of the Whitefish River Townhomes Homeowners Association, Inc. and a member of the Riverwood Park Association, Inc.

c. ***Amendment.*** Except as specifically provided herein, this Declaration may be amended, in whole or in part, by a written instrument signed by 75% of the Owners. Any such amendment must be recorded with the office of the Clerk and Recorder of Flathead County, Montana.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this _____ day of September, 2020.

WEST RIDGE HOMES, LLC

By: _____
Michael Slawson, Managing Member

STATE OF MONTANA)
) ss.
County of Flathead)

This instrument was acknowledged before me on the 24 day of September by **Michael Slawson, Managing Member of West Ridge Homes, LLC.**

_____
Notary Public for the State of Montana

LINDY SWIER
NOTARY PUBLIC for the
State of Montana
Residing at Belgrade, MT
My Commission Expires
August 28, 2022.