201800002409
Page: 1 of 21
Fees: $147.00
2/5/2018 10:21 AM
Debbie Pierson, Flathead County MT by SC

Return to: pas
Johnson Berg & Saxby
PO Box 3038
Kalispell, MT 59903-3038

OOO 2756

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPURWING CREEKSIDE SUBDIVISION

The undersigned, Pisk Development, LLC, developer of all real property described herein, hereby affirmatively imposes upon and subjects the real property described as Lots 21 through 41 as depicted on that Plat of the Subdivision of Spurwing Creekside, Phase I, in Section 13, Township 26 North, Range 21 West, P.M.M. recorded with the Flathead County Clerk and Recorder as Document No. 201800029, and any other real property which may be annexed herein pursuant to Article VI hereof, to the covenants, conditions, and restrictions, set forth herein. These restrictive covenants, conditions, and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under it, and for the benefit of, and limitation upon, all future owners of all lots in the Subdivision.

ARTICLE I: DEFINITIONS

1. Association. "Association" shall mean and refer to the Association created by Developer or to be created by Developer for purposes of administering these Covenants, Conditions, and Restrictions, including but not limited to imposing and collecting assessments.

2. Subdivision. "Subdivision" shall mean all real property collectively described herein, together with any additional property annexed pursuant to Article VI hereof.

3. Common Area. "Common Area" shall mean all that area that is labeled as Homeowner Park Area on the plat of the Subdivision and any Private Roads within the Subdivision. Title of the Common Areas is to be held by the Association.

4. Developer. "Developer" shall mean and refer to Pisk Development, LLC and its successors and assigns if such successors or assigns should expressly acquire rights as Developer.

5. Duplex. "Duplex" shall mean an attached dwelling where two individual family or dwelling units are entirely separated by vertical walls or horizontal floors unpierced except for access to the outside.

6. Governing Body. "Governing Body" shall refer to Flathead County in regards to this division.

7. Lot. "Lot" shall mean and refer to any parcel of land shown upon the recorded plat map of the Real Property subject to this Declaration (including any annexed real property) with the exception of the Common Area and all roads, dedicated or private.

DEC 29 2017

8. Member. "Member" shall mean and refer to every person or entity who is a Member of the Association as described in Article II.

9. Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot which is a part of the Real Property, including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

10. Private Roads. "Private roads" shall mean the interior subdivision road as shown on the preliminary plat of the Subdivision. Title of the Private Roads is to be held by the Association. Private Roads shall be a Common Area.

11. Real Property. "Real Property" shall mean and refer to that certain real property described hereinabove and any additional property annexed pursuant to Article VI.

12. Single Family Residence. "Single Family Residence" shall mean any detached building containing one dwelling unit, facilities for cooking, living, and sleeping, and designed for permanent occupancy by one family.

ARTICLE II: MEMBERSHIP & VOTING RIGHTS

1. Membership. Every person or entity who is an Owner of any Lot, including buyers under a contract for deed, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Acceptance of title to any Lot whether by deed or other form of conveyance, shall be deemed consent to membership in the Association. Membership shall be appurtenant to, and may not be separated from, ownership of the Lot. Ownership of such Lot shall be the sole qualification for membership, except the Developer shall be considered as an Owner for the purposes of Association membership, and shall therefore be a Member of the Association, so long as the Developer owns one or more Lots. The Association if it acquires an interest in a Lot, which would otherwise qualify it for membership, shall not be considered a member either for voting or assessment purposes.

2. Voting Rights. As to this Declaration, the Owners of Lots shall be entitled to one vote for each Lot in which they have controlling ownership interest, except for so long as the Developer is the Owner of four or more Lots it shall be entitled to ten votes for each Lot it owns. When more than one person or entity owns an interest in any Lot, the vote for such Lot shall be exercised as such persons or entities determine, but in no event may more than one vote per Lot be cast, except as previously stated.

3. Rules and Regulations. The Association may promulgate such rules and regulations, as it deems necessary and appropriate for the use of the Common Areas and Private Roads as identified on the plat of the Real Property. Rules and regulations promulgated by the Association shall only be effective with 60% of votes of Members.

ARTICLE III: HOMEOWNERS ASSOCIATION

1. Homeowners Association. The Developer has created or will create a Montana non-profit corporation to act as the Homeowners Association in conjunction with the administration of the Declaration. The Association shall administer the terms and provisions of this Declaration and take such action as may be reasonable or

necessary to carry out the functions of a Homeowners Association. The Association shall be governed by Bylaws adopted by the Association.

2. Duties of the Association. The Association shall be responsible for the care and maintenance of the common properties and each lot owner's use of the common properties shall be governed by such rules as adopted by the Association. Common properties as used herein shall include parks, pathways, entryways into the Subdivision, and all non-city or county roads which are for the benefit of the Subdivision, whether located within or without the Subdivision. Any adjacent properties developed by Developer, the owners of which become or are Members of the Association, shall be entitled to utilize the common properties. For the purpose of maintaining and caring for these common properties, and in connection with operation of the Association, the Board of Directors may make reasonable annual assessments to the Lot Owners and such assessment may be collected in a suit subject to the provisions stated below for enforcement of covenants, and may become a lien upon a lot by filing by the Board of Directors of a lien which shall describe the lot, state the amount of the unpaid assessment and the date of such assessment. A lot owner whose lot is subject to such lien must pay the assessment, interest at fifteen percent (15%) per annum until paid, costs for preparation of the lien and lien release, and all recording fees before the lien is released. The Association is empowered to initiate any legal action to enforce payment of any past-due assessments or dues, including an action to foreclose any lien on a Subdivision lot. This lien may also be foreclosed in the manner of foreclosure for mortgages. In the event of litigation, the prevailing party shall be entitled to attorney's fees and costs.

3. Dues and Assessments. Association dues and assessments shall be determined from time to time by the Association. Notwithstanding anything contained herein to the contrary, no amount shall be assessed or otherwise charged to Developer with respect to any lots owned by the Developer, nor shall Developer's lots be assessed, encumbered, liened, or otherwise charged for any such dues or assessments. The foregoing shall include Association dues and assessments, and any other amounts charged, levied, or assessed any Subdivision lot owner with respect to ownership of property within the Subdivision, with the exception of real property taxes and assessments on Subdivision common properties. Real property taxes and assessments shall be allocated among the Lots, including Developer's Lots, in accordance with Article V of this Declaration.

4. Architectural Control Committee. An Architectural Control Committee is hereby formed and shall initially consist of three (3) members, all of whom shall be designated by the Developer until such time as the Association is formed and operating. At such time as the Association is formed, the Architectural Control Committee shall consist of three (3) or more persons as determined by the Association, and the members of such Committee shall be elected by the members of the Association. All Lot Owners intending to construct a dwelling or build any structure upon any Lot shall first submit their plans and specifications in writing to the Architectural Control Committee. Plans must include proposed exterior colors and materials and landscaping plans, and such other information and detail required or requested by the Committee. Any proposed plan and other related or required information shall be submitted with the applicable fee, if any, that is required by the Architectural Control Committee.

5. Enforcement. The Developer, the Association, or an individual Owner shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Each Owner may submit to the Association any complaint regarding alleged violation of this Declaration by any other Owner. Upon receipt of such complaint to Association shall conduct a reasonable investigation of the alleged violation. If the Association, in its sole discretion, deems that the complaint has merit it may elect to seek enforcement of this Declaration pursuant to this section. In any event the decision of the Association as to the merit of the complaint or its

decision to pursue or not pursue enforcement of this Declaration shall not limit or restrict in any way any individual Owner's pursuit of enforcement of this Declaration. The method of enforcement may include legal action seeking an injunction or prohibit any violation to recover damages or both. Failure by any Owner or by the Developer to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Should any law suit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.

6. Incorporated Conditions. Any Covenants, Conditions and Restrictions imposed at the time of Subdivision approval shall be and are hereby incorporated herein as part of these Covenants, Conditions and Restrictions to the extent they control or restrict use of the Property.

7. Common Areas. The Association shall maintain the Common Areas as is reasonably necessary. The Homeowner Park Area adjacent to Stoner Creek shall be set aside in perpetuity and any walking areas shall be constructed and maintained in a manner so as to not impact the natural riparian function of the area.

8. Private Road Maintenance. The Association shall be responsible for the maintenance of the Private Roads. Such maintenance shall include storm water retention areas associated with the roads, snow removal, road signs, and other road fixtures.

9. Additional Services. The Association may provide additional services as it deems necessary. The Association may provide such services for all or a portion of the Real Property within the Subdivision or with which it may contract and levy assessments on such portion of its Members or others as derive benefits from the services provided.

ARTICLE IV: LIMITATIONS AND RESTRICTIONS ON PROPERTY RIGHTS

1. Members' Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and Private Roads within the Subdivision and such easement shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

   i. The right of the Association to provide reasonable restrictions on use of the Common Areas and Private Roads for the overall benefit of its members;

   ii. The right of the Association to charge reasonable fees for maintenance and snow removal and other fees for the use of the Common Areas and Private Roads;

   iii. To the extent permitted or authorized by the Governing Body, the right of the Association or Developer to dedicate or transfer all or any part of the Common Areas or Private Roads to a public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association;

   iv. The right of the Developer to grant easements under any Common Areas and Private Roads to any public agency, authority, or utility; and

v. The right of the Developer to run utility service lines or connections, including a water or sewer system that serves any portion of the Real Property under or through any Common Areas and Private Roads.

2. No Further Subdivision. No lot shall be further subdivided.

3. Assignment of Use. Any Member may assign, in accordance with this Declaration, his right of enjoyment to the Common Areas and Private Roads and facilities to the members of his family or others who reside on the Real Property.

4. Rentals. No residence, nor any portion thereof, may be rented for less than a 30-day period. This restriction is intended to prohibit overnight, daily, and weekly rentals.

5. Residential Character. No Lot shall be used except as a residence and no building shall be erected, altered, placed or permitted to remain except for residential purposes, except with the prior approval of the Architectural Control Committee. Outbuildings shall conform in appearance with the single-family residence or duplex and must be approved by the Architectural Control Committee, which shall have the right, in its discretion, to not allow any outbuildings which, in the opinion of the Architectural Control Committee impede an adjoining property owner's use or enjoyment of his/her property (including the view from such property), do not fit with the character of the surrounding residences, or are otherwise unsightly.

6. Business Activity Prohibited. No profession, business, manufacture, trade, or commercial activity may be conducted on the premises (except home occupations that do not increase traffic within the Subdivision). Notwithstanding anything contained herein to the contrary, no property owner shall use his/her property to operate a daycare, pre-school, or other care facility.

7. Construction Approval. No dwelling house or other structure or fence shall be erected, placed or altered on any Lot until the construction plans and specifications have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure with respect to topography and finish grade elevation. Approval or disapproval by the Architectural Control Committee must be in writing. In the event the Architectural Control Committee fails to act within forty-five days after the complete plans and specifications of any structure, together with any required fee, have been submitted in writing, or in any event, if no suit to enjoin the construction has commenced prior to the completion of an entire dwelling, no specific approval shall be required for such structure and the pertinent provisions of this Declaration shall be deemed to have been fully complied with.

8. Construction Limits. No temporary building, house trailer, mobile home, or other temporary structure shall be erected or placed upon this property during construction. All construction, including landscaping, shall be complete within one year from the date construction begins. All homes must be of new construction and shall contain no less than 1,200 square feet of above-ground living space. For purposes hereof, the above-ground living space shall not include attached garages, decks or porches, nor shall any basement space be included as part of the required 1,200 square feet. All bi-level structures shall contain no less than 1,000 square feet of living space on the main floor, exclusive of attached garages, basements, decks, porches, and the floor space above the main floor. No residence shall have more than three levels, and any basement area shall count as one level of the three allowable levels. A residence with a daylight basement shall have at least one outside access,

and the ground level immediately outside of the basement access shall be at least six inches (6") below the floor level of the walkout basement, and there shall be proper drainage away from the residence.

9. Construction Boundaries. No building on any Lot shall be located closer than twenty feet (20') to the front lot line, twenty feet (20') to the rear lot line, nor closer than ten feet (10') to either side of lot lines. Notwithstanding, the duplex Lots shall not have a side lot distance requirement where the duplex units share a common wall.

10. Fire Safety Measures. This subdivision is located in the Wildland Urban Interface area where wildfires can and do occur. Only Class A and Class B fire-rated roofing materials are allowed for use in construction or repair. Firewise defensible space standards shall be incorporated around all primary structures and improvements.

11. House Numbers. All house numbers shall be clearly visible from the road, either at the driveway entrance or on the house. House numbers shall be at least four inches (4") in height per number.

12. Fence Limitations. No fence shall be over six feet (6') in height. There shall be no fence forward of the rear of the house. All wood fences or fencing shall be maintained by painting, staining, or as otherwise necessary.

13. Exterior Utilities. All utility lines shall be underground. There shall be no exterior antennas except for small satellite dishes, which shall be unobtrusive. Exterior lighting shall not exceed 100-watt bulbs. No halogen lighting is allowed for exterior lighting purposes. No fuel tanks above or below ground are allowed (propane tanks are allowed).

14. Signs. No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Lot with the following exceptions:

    i. One sign up to ten square feet in size identifying the contractor of a building under construction;

    ii. One sign up to ten square feet in size identifying the architect of a building under construction;

    iii. Signs erected within the subdivisions by the Developer promoting the development of the Real Property and subdivisions;

    iv. A sign not to exceed two square feet in surface area identifying the owner or occupant of the residential structure located on a Lot so long as the sign is permanently affixed to the structure; and

    v. A standard "For Sale" sign up to six (6) square feet in size.

15. Lawn Maintenance. All Lots shall be fully landscaped from structure to the paved street. No owner may change the alignment and grade of the drainage swale next to the road, which would redirect or inhibit the flow of runoff. Landscaping of the entire Lot shall occur simultaneously with the construction of other improvements on the Lot. All yards and landscaping shall be maintained and shall not be allowed to become unsightly. Lawns and native grasses shall be mowed on a regular basis. All weeds, including any noxious weeds, shall be eradicated or controlled and all property owners shall comply fully with Montana law regarding the control or eradication of noxious weeds.

16. Sight Lines. For elimination of traffic hazards and to promote traffic safety, no hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above the roadway shall be placed or be permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in case of a round property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight items.

17. Structure Maintenance. All structures and improvements placed upon the property shall be kept in good repair and appearance, including all fencing and outbuildings. All structures shall be preserved and of pleasant appearance by maintaining paint, stain, or sealer as needed. If any structure is damaged in any way, the owner shall with due diligence rebuild, repair, and restore the structure to its appearance and condition prior to the casualty.

18. Damaged Property. Any dwelling damaged by fire or other casualty must be removed from the premises and repairs commenced within one hundred and twenty (120) days. Reconstruction or repair of any structure (including any landscaping) shall be completed within nine (9) months of any casualty that damaged or destroyed any improvements or landscaping, unless an extension of time is granted by the Association. Any damaged dwelling not so removed and repaired may be removed by the Association at the Owner's expense and the Association may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection therewith. Any cost incurred by the Association under this section shall become a special assessment upon the Lot of the Owner. The Association may exercise all rights to collect that assessment.

19. Garage Requirement. A two-car garage shall be required on each Lot. No regular on-street parking shall be allowed in front of any Lot. No mobile homes, construction trailers, unsightly or wrecked vehicles, or equipment shall be parked or allowed to remain upon any of the said Lots unless placed in a garage. Notwithstanding the foregoing, equipment shall be allowed on Lots when used for diligent progression of construction or improvements or maintenance of Lots. In addition, boats, recreational vehicles and trailers used in conjunction with recreational vehicles shall be allowed on Lots as long as they are well maintained (i.e. not junk) and placed or parked in an orderly fashion on non-vegetative surfaces.

20. Driveways. All driveways shall be paved with asphalt or concrete surfacing from the street pavement to the garage; each driveway shall have a culvert (12-inch minimum corrugated galvanized steel with flared end pieces or equal) at the drainage point next to the road.

21. Waste. No part of this Subdivision shall be used or maintained as a dump site or storage ground for rubbish, trash, garbage, old automobiles, or other waste. All garbage and other waste shall be removed as reasonably necessary, but in any event not less frequently than twice each month. Equipment used for the disposal of such material shall be garaged (except for pickups) and must be removed from the street by 6:00 p.m. on the day of pickup. Undeveloped Lots shall be mowed at least twice each year and may not be used as a dumping ground for trimmings, grass clippings, or any other waste.

22. Construction Liens. No labor performed or materials finished with the consent or at the request of an Owner, his agent, contractor, or subcontractor, shall create any right to file a construction lien against the Real Property of the Association or any other Owner, who does not request or consent to the same. Each

contracting or consenting Owner shall indemnify, defend and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lien holder for labor performed or materials furnished at the request of the contracting or consenting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto, including attorney's fees and expenses. Said expenses may be added to such Owner's regular assessments.

23. Government and Agency Laws. All Lot Owners must comply with the laws and regulations of the State of Montana and Flathead County as to fire protections, building construction, sanitation, sewage disposal, air pollution, and public health and safety, and Building Notification Permits.

24. Building Notification. All construction will require building notification permits from Flathead County prior to new construction.

25. Animals. No poultry, birds (except inside pet birds which must be kept inside a home), hogs or other livestock or animals shall be kept or raised. Notwithstanding the foregoing, cats, dogs or other small household pets, not to exceed two (2) in total number, may be kept by each Owner.

26. Pets. All pets are to be leashed, fenced or otherwise confined to the premises and not allowed loose at any time outside the property owner's own premises. If a breach occurs, the owner of the pet is responsible for any liability and must clean up after the pet. No property owner shall have or keep any dog which barks or whines on a regular or continuous basis, or have or keep any pet which otherwise creates an ongoing disturbance for any adjoining or neighboring property owner.

27. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or which may become an annoyance or nuisance to the neighborhood or any adjoining property owner. Hunting of any kind shall be strictly prohibited.

ARTICLE V: ASSESSMENTS

1. Assessments. The general assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association including, but not limited to, maintenance, repair and upkeep of drainage facilities; maintenance, upkeep, real property taxes, hazard and liability insurance, and related expenses in regard to any Common Area, Private Roads, administrative costs of the Association incurred in its day-to-day activities, and any costs or expenses, including attorney's fees, incurred in enforcing the conditions, restrictions or charges set forth in this Declaration. All Lots shall be subject to assessments by the Association as herein provided except those Lots acquired by the Association.

2. Rate of Assessments. The total amount assessed for any particular assessment shall be systematically assessed by dividing the total assessment by the number of Lots assessable. The amount determined shall be payable by each Owner.

3. Special Assessments. Upon determination by the Board of Directors of the Association, assessments may be levied for special or particular purposes. Such assessments may include related administration costs and such other costs or charges as are reasonably required. The assessments shall be fixed, established, and collected in the amount and manner as the Association determines, but in any event they shall be separately treated from

other assessments provided for in this Declaration. Funds utilized for special assessments shall be accounted for separately.

4. Commencement of Assessments. The Association is authorized to commence initial assessments when it determines appropriate. Written notice of assessments shall be sent to every Owner. The due dates shall be established by the Association. If Assessments are not paid by the due date, then interest shall accrue at a reasonable rate as determined by the Association.

5. Nonpayment of Assessments. Any assessments or installment payments on assessments which are not paid when due shall be delinquent. The Association may bring an action at law to collect the amount of the delinquent assessment together with all interest, costs, and reasonable attorney's fees incurred in such action or may take action to perfect and foreclose the lien for assessments.

6. Obligation of Payment. All Lots are subject to the assessments set forth in this Declaration. Each Owner hereby covenants and agrees to pay to the Association the amount of all assessments as such assessments are fixed, established, and billed. The Association shall bill the Owner for the amount of any assessment and that Owner shall be responsible for any accruing assessments until and unless such Owner has provided to the Association's secretary a true and correct copy of a recorded deed or other document of conveyance transferring title of a Lot to another Owner.

7. Creation of Liens. All assessments, both current and delinquent, together with interest and cost of collection as herein provided for, shall be charged upon the land and shall constitute a lien upon the Lot against which assessments are made. Such lien shall be deemed perfected upon filing with the Clerk and Recorder of Flathead County an account of the assessments due together with a correct description of the Lot to be charged with such lien and shall continue until all unpaid assessments, interest, and costs of collections (including attorneys' fees) have been fully paid. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder and shall be deemed subordinate to all previously recorded or filed interests. Conveyance of title to any Lot shall not be effective to avoid the obligation for payment of any sums then due and owing whether or not reduced to the status of lien. The Association may establish such procedures for collection of obligations and perfecting of liens for payment of assessments as it deems necessary and appropriate.

ARTICLE VI: ANNEXED PROPERTY AND EASEMENTS

Developer hereby reserves the right to annex real property adjacent to the Subdivision. Developer shall give notice of such annexation of additional property by recording a document containing the following provisions:

i. A reference to this Declaration stating the date of recording and the Document Number of the records of the Flathead County Clerk and Recorder;

ii. A statement that the provisions of this Declaration shall apply to such annexed real property; and

iii. The legal description of such annexed real property.

Developer shall have the sole and exclusive discretion concerning the schedule of development of any annexed real property to the Subdivision. Upon the recordation of any Notice of Annexation, the definitions used in this Declaration will be expanded to encompass the annexed property. Developer also reserves the right to charge

monetary compensation for the grant of any easement, including easements to a non-utility latecomer, which monetary compensation shall be the sole property of Developer.

Developer reserves the right to grant utility easements over, across and under any Common Areas or Private Roadways to any public agency authority or utility and to enter into latecomer agreements relative to any utility extensions to recoup utility infrastructure costs.

Any real property annexed by Developer shall be subject to all the Covenants, Conditions and Restrictions imposed herein and shall be entitled to all rights and benefits granted herein, including easements and other rights for the use of Common Areas including roadways.

In addition to the foregoing, Developer expressly reserves the right to grant easements for the use of roadways and Homeowners Park Area within the Subdivision for the benefit of owners of real property located adjacent to the Subdivision whether or not said real property(ies) is/are annexed by Developer. Any such grant of easement shall be reduced to writing and filed with the Flathead County Clerk and Recorder.

ARTICLE VII: GENERAL PROVISIONS

1. Duration. The covenants, conditions, charges and restrictions of this Declaration shall run with the land and shall inure to the benefit of, and be enforceable by, the Association, or the Developer, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns in perpetuity.

2. Severability. Invalidation of any of the terms, covenants, conditions or restrictions as established by this Declaration or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Amendment. The Developer reserves the sole right to amend, modify, make additions to or deletions from this Declaration it alone deems appropriate. This right of the Developer to make such amendments shall continue for so long as Developer is a Member in the Association. After that time the right to amend shall pass to the Association to be exercised only upon a concurrence of seventy-five percent (75%) of the Lot Owners.

4. Liability of Developer. The Developer shall have no liability for any of its actions or failures to act or for any actions or failure to act of any Owner of any Lot.

IN WITNESS WHEREOF, the Developer has executed the foregoing Declaration on the day and year first above written.

PISK DEVELOPMENT, LLC

By_____
Gregory Pisk, Manager

STATE OF MONTANA)
:ss.
County of Flathead)

This instrument was acknowledged before me on the 28th day of December, 2017, by Gregory Pisk **as Manager of Pisk Development, LLC.**

KAMI J SERNA
NOTARY PUBLIC for the
State of Montana
Residing at Kalispell, Montana
My Commission Expires
April 11, 2021

Notary Public for the State of Montana

ARTICLES OF INCORPORATION

OF

SPURWING CREEKSIDE HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, in order to form a nonprofit corporation pursuant to Section 35-2-114 through 35-2-1402, inclusive, of the Montana Code Annotated, does hereby voluntarily adopt and certify the following Articles:

ARTICLE I - NAME - DESIGNATION

The name of the corporation is **SPURWING CREEKSIDE HOMEOWNERS' ASSOCIATION, INC.** The corporation shall be a mutual benefit corporation.

ARTICLE II - DURATION

This corporation formed shall have perpetual existence, unless dissolved in accordance with Montana law.

ARTICLE III - PURPOSES

The purposes for which this corporation is formed are:

a) The primary and specific purpose is to further promote the interests and welfare of the Owners of real property within Spurwing Creekside Subdivision, Phase I, a residential development situated in Lakeside, Flathead County, Montana, and to operate, maintain, and improve the Common Property, and any other equipment or facilities appurtenant to the development for the benefit of said Owners.

b) The general purposes are to provide all types of services, facilities, and improvements deemed useful, beneficial, and helpful to said Owners; to enforce restrictions, liens, charges, and covenants pertaining to said Creekside Properties; to purchase, lease, construct, contract for, develop, or otherwise acquire such property, real or personal, tangible or intangible, as may be necessary or convenient to carry out said primary objectives and purposes; to care for and maintain all property owned by it or under its control; to borrow or raise money or contract indebtedness by giving any form of obligation and security therefor; to appoint such committees as may be necessary or convenient in carrying out the said primary objectives and purposes; to make and collect charges and assessments by which to further said primary objectives and purposes; to enter into, make, or perform contracts of any kind with any person,

DEC 29 2017

firm, association, corporation, municipality, county, state, body, politic, or government conducive to the attainment of any of the objectives or purposes of the corporation.

c) To have and exercise all rights and powers and to do any and all things that a corporation can do for the benefit of its Members pursuant to the Montana Nonprofit Corporation Act and such other Montana laws as may be applicable, as same may be amended from time to time, or otherwise.

ARTICLE IV - NONPROFIT

This corporation shall adopt Bylaws which shall control and regulate the internal affairs of the corporation, including a provision for the distribution of assets on dissolution or final liquidation, and this corporation shall maintain a membership with such class or classes of Members as shall be set forth in said Bylaws. This corporation shall not have nor issue any shares of stock. No dividends shall be paid and no part of the income, profit, or net earnings of the corporation shall be distributed to or otherwise inure to the benefit of its Members, Directors, or officers, or other private persons. This corporation may pay compensation in a reasonable amount to its Members, Directors, or officers, or other employees, for services rendered; may confer benefits upon its Members in conformity with its purposes; and, upon dissolution or final liquidation, may make distribution to its Members as may be permitted by the Bylaws and the laws of the State of Montana. No such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income or profit, and it is the intention and overriding purpose to establish and qualify this corporation as an exempt organization for income tax purposes as that term is defined in Section 501(c) of the United States Internal Revenue Code, as replaced or amended.

ARTICLE V - REGISTERED OFFICE AND AGENT

The address of the initial registered office and the name of the initial registered agent at such address are:

Gregory Pisk
178 2nd Avenue E.N.
Kalispell, Montana 59901

ARTICLE VI - DIRECTORS

The initial Board of Directors shall be three (3) in number. These initial Directors shall serve until new Directors are elected pursuant to the Spurwing Creekside Homeowners' Association Bylaws.

DEC 29 2017

ARTICLE VII - INCORPORATOR

The name and address of the incorporator of this corporation are:

Gregory Pisk
178 2nd Avenue E.N.
Kalispell, Montana 59901

IN WITNESS WHEREOF, the undersigned duly authorized incorporator has hereunto set his signature this 28th day of December, 2017.

Gregory Pisk
Incorporator and Registered Agent

DEC 29

BYLAWS

OF

SPURWING CREEKSIDE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
INTRODUCTION

Section 1. The provisions of these Bylaws govern the internal affairs of the Spurwing Creekside Homeowners' Association, Inc., ("Owners Association") and its members, as applicable, to the operation, administration, use and occupancy of the lots and improvements in Spurwing Creekside, Phase I, a platted subdivision in a portion of Section 13, Township 26 North, Range 21 West, P.M.,M., Flathead County, Montana, more particularly described on the Plat of Spurwing Creekside, Phase I, Flathead County records (hereinafter referred to as the "project"), together with any annexations, for which a Declaration of Covenants, Conditions and Restrictions was recorded in the records of the Clerk and Recorder of Flathead County, Montana. Said Declaration is incorporated in these Bylaws by this reference. Any conflict between said Declaration and these Bylaws shall be resolved in favor of said Declaration.

Section 2. These Bylaws were adopted by this corporation, a nonprofit corporation, organized under the laws of Montana, and intended to qualify under Internal Revenue Code, Section 528, as amended, pertaining to owners associations.

ARTICLE II
PRINCIPAL OFFICE

The principal office of the corporation shall be maintained in Flathead County, Montana.

ARTICLE III
MEETINGS AND MEMBERS

Section 1. Every owner of a lot in the project shall be a member of the Owners Association and shall remain a member for the period of ownership of such lot.

Section 2. There shall be an annual meeting of voting members of the Association on the second Saturday in August of each year at a time and place designated in the written notice thereof mailed to voting members by the Board of Directors at least thirty (30) days prior to the date of said meeting. With said notice shall be mailed, and at the annual meeting the Board of Directors shall be presented, a written statement of the financial condition of the Association, itemizing receipts and disbursements for the preceding financial year.

Section 3. Special meetings may be called at any time for the purpose of considering matters which require the approval of members. Such a special meeting shall be called by written notice mailed by the Board of Directors at least thirty (30) days prior to the date of such meeting to all members. Such written notice may be initiated by the majority of the Board of Directors and must be so initiated upon petition to the Board of Directors of members holding twenty-five percent (25%) of the voting rights. Such notice and such petition shall specify the date, time and place of the meeting as well as an agenda.

REC 23 207

Section 6. A quorum for the transaction of business at any regular or special meeting of the directors shall consist of a majority of members of the Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board except where a greater number is required by the Articles of Incorporation or these Bylaws. Each director shall have one vote. The presiding officer shall be the President or, in his/her absence, the Vice President. Any business may be transacted by the signature and consent of all directors, in lieu of a meeting for that purpose.

Section 7. The organizational directors or successors shall elect officers of the Association to serve until the first annual meeting of the Board. Thereafter, the directors shall elect the officers of the Association specified in these Bylaws at the directors' meeting following each annual meeting of the members of the Association thereafter. An officer may be removed at any time by a majority vote of the full Board of Directors of the Association.

Section 8. Directors shall not receive any compensation for their services as directors.

Section 9. Any vacancy or vacancies on the Board of Directors may be filled by the remaining directors in any special or regular directors' meeting. Death, incapacity or resignation of any director shall cause his office to become vacant. Such appointment shall be for the remaining term of the vacancy filled.

Section 10. The Board of Directors shall have the responsibility for and the authority to do all things necessary for the accomplishment of the matters specified in these Bylaws and/or in the Declaration of Covenants, Conditions and Restrictions or Montana statutes, all as may be amended. All corporate powers shall be exercised by or under the authority of the Board and the business and affairs of the Owners Association shall be controlled by the Board. Such powers and duties are subject to approval by the members only when such is specifically required under these Bylaws.

Section 11. The Board of Directors shall have the authority to engage the services of a property manager/agent or management service for the Owners Association and to fix his/her compensation and to specify his/her authority.

Section 12. All checks, drafts, notes, acceptances, vouchers, conveyances, contracts and other instruments shall be approved and signed on behalf of the Association by such person(s) as shall be provided by general or special resolution of the Board of Directors, or in the absence of any such resolution applicable to such instruments, by the President or Vice President or Secretary/Treasurer.

ARTICLE V
OFFICERS

Section 1. The officers of the corporation shall be a President, Vice President and Secretary/Treasurer. Officers shall be directors. Compensation, if any, of officers shall be fixed from time to time by the directors. A vacancy in office shall be filled by the Board of Directors at any regular or special meeting. The President may appoint such committees and committee chairpersons as appear necessary in his/her judgment.

Section 2. The President shall preside at all directors', and members' meetings; shall have general supervision over the affairs of the Association; and shall perform all such other duties as are incident to the office.

DEC 29 2017

Section 3. The Vice President shall perform the duties of the President in his/her absence or disability.

Section 4. The Secretary/Treasurer shall issue notices of all directors' and members' meetings and shall attend and keep the minutes of the same; shall have charge of all Association books and records and papers; shall have custody of all money and securities of the Association, and shall give bond in such amount as required by the directors, conditioned upon the faithful performance of the duties of the office. The Secretary/Treasurer shall keep regular books of account and shall submit them monthly to the directors for their examination and approval, or as often as they may otherwise require; shall have such regular books of account available to individual members upon request; duties as are incident to this office. The Secretary/Treasurer may retain the services, upon approval by the Board of Directors, of an independent accountant or accounting firm to assist in the completion of his/her duties hereunder.

ARTICLE VI
FINANCE AND RECORDS

Section 1. The funds of the Association shall be deposited in such bank(s) or other financial institutions as the directors shall designate and shall be duly authorized by the Board of Directors. All such accounts shall be federally insured.

Section 2. An annual report or the receipts and expenditures of the Association certified by an independent certified public accountant shall be rendered by the Board to all owners and any mortgagee, trust indenture beneficiaries or contract sellers who have requested as soon as practicable after the end of each fiscal year.

Section 3. The Board of Directors shall keep detailed records of its actions, financial dealings, and minutes of all meetings of the Board and all member meetings.

Section 4. The Board of Directors shall determine the fiscal year of the corporation.

ARTICLE VII
ASSESSMENTS

Section 1. Covenant of Personal Obligation of Assessments. Every owner, by acceptance of the deed or other instrument of transfer, including the acceptance by a purchaser of the terms and provisions of an executory land sales contract, of a lot in the project is deemed to personally covenant and agree, jointly and severally, with every other owner and with this Association, and hereby does so covenant and agree to pay to the Association (a) annual assessments or charges; (b) special assessments; and (c) default assessments applicable to his/her fractional interest; such assessments to be established and collected as hereinafter provided. No owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of his/her lot or by abandonment or leasing of his/her lot. In addition to the foregoing, every owner shall also have the obligation to pay to the appropriate governmental subdivision real property ad valorem taxes and special assessments imposed by Montana governmental subdivisions applicable to his/her lot.

Section 2. Incorporation by Reference. All of the terms, obligations, rights and duties set forth in the Declaration of Covenants, Conditions and Restrictions for Spurwing Creekside Subdivision are hereby adopted by this reference as if fully set forth hereat.

DEC 29 2017

Section 3. Effect of Nonpayment of Assessments. If any annual or special assessment (or any monthly installment thereof) is not fully paid within thirty (30) days after the same has become due and payable, or if any default assessment shall arise, then in any of such events and as often as the same may happen, interest shall accrue at the maximum rate allowed by law from the due date on any amount thereof which was not paid within such 30-day period or on the amount of assessment in default, whichever shall be applicable, and the Association may thereafter bring an action at law or in equity, or both, against any owner personally obligated to pay the same and may also proceed to foreclose its lien against the particular lot in the manner and form provided by Montana law for foreclosure of liens in and through the courts. No owner may vote in Association elections while 30 or more days past due on any assessment (or monthly installment thereof). An action at law or in equity by the Association against an owner to recover a money judgment for unpaid assessments (or any monthly 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 that any such assessment (or monthly installment thereof) is not fully paid when due and the Association may commence such an action (or may counterclaim or cross-claim for such relief in any action, against any owner personally obligated to pay the same or may proceed to foreclose its lien against the particular lot, then all unpaid monthly installments of annual and special assessments and all default assessments (including any such installments or foreclosure proceedings), and late charges, any accrued interest, the Association's costs of suit, 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 recoverable as a part of the costs of any such action or foreclosure proceedings by the Association from any owner personally obligated to pay the same and from the proceeds of the foreclosure sale of the particular lot in satisfaction of the Association's lien. 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 (or monthly installments thereof) which are not fully paid when due or for any subsequent default assessments. The Association shall have the power and right to bid on or purchase any lot 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.

Section 4. Successor's Liability for Assessments. Notwithstanding the personal obligation of each owner of a lot to pay all assessments thereon and notwithstanding the Association's perpetual lien upon a lot for such assessments, all successors in interest to the fee simple title of a lot shall be jointly and severally liable with the prior owner(s) thereof for any and all unpaid assessments, interest, late charges, costs, expenses and attorney's fees against such lot, without prejudice to any such successor's right to recover from any prior owner any amounts paid thereon by such successor; provided, however, that a successor in interest to the fee simple title of a lot shall be entitled to rely upon the existence and status, or absence thereof, of unpaid assessments, interest, late charges, costs, expenses and attorney's fees as shown upon any certificate issued by the Association to such named successor in interest. The foregoing liability of successors in interest for all unpaid assessments, interest, late charges, costs, expenses and attorney's fees against his lot shall not apply to any first mortgagee or first mortgagee's nominee who shall, in good faith and not for the primary purpose of circumventing this section, acquire the lot by virtue of foreclosure of the first mortgage or trust indenture or through a deed or assignment in lieu of foreclosure proceedings or by virtue of the cancellation of forfeiture of an executory land sale contract or any purchaser at the foreclosure sale for the first mortgage or trust indenture; provided, however, any such first mortgagee, nominee or person shall be liable for any claims for a pro rata share of any assessments or charges resulting from a pro rata reallocation of such assessments or charges to all lots (including the lot subject to the first mortgage or trust indenture).

DEC 29 2017

Section 5. Subordination of Association's Lien for Assessments. The Association's perpetual lien on a lot for assessments provided for herein shall be superior to all other liens and encumbrances except: (a) real property ad valorem tax and special assessment liens duly imposed by Montana governmental subdivision; or (b) the lien of a contract seller or any first mortgage or trust indenture recorded in the records of the office of the Clerk and Recorder of Flathead County, Montana, prior to the date such assessment became due or the lien, including any and all advances made by the first mortgagee or trust indenture beneficiary and notwithstanding that any of such advances may have been made subsequent to the date of the attachment of the Association's liens. With respect to the foregoing sub-part (b) of this section, any contract seller, first mortgagee or trust indenture beneficiary who comes into possession of a lot by virtue of default or foreclosing the first mortgage or trust indenture, or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchase at a foreclosure sale of the first mortgage or trust indenture, will take the lot free of any claims for unpaid Association assessments, interest, late charges, costs, expenses and attorney's fees against the lot which accrue prior to the time such first mortgagee, trust indenture beneficiary or purchaser comes into possession of the lot, except for claims for a pro rata share of such assessments resulting from a pro rata reallocation of such assessments to all lots (including the lot which is encumbered by the first mortgage or trust indenture). No sale or transfer, foreclosure, or cancellation or forfeiture of any executory land sales contract, shall relieve such lot from liability for any such claims thereafter becoming due or from any lien thereof for assessments, interest, late charges, costs, expenses and attorney's fees due and owing at the time of such sale or other transfer and shall not affect the personal liability of each owner who shall have been responsible for the payment thereof.

Section 6. Certificate of State of Assessments. Upon request in writing by any person and payment of a reasonable charge therefor, the Association shall furnish within thirty (30) days after such request is received, a certificate setting forth: (a) the amount of any unpaid assessments, interest, late charges, costs, expenses and attorney's fees then existing against a particular lot; (b) the due date of the payment of any assessments; and (c) any other information deemed proper by the Association. Upon the issuance of such a certificate signed by a member of the Board or by an officer of the Association, the information contained therein shall be conclusive upon the Association as to the person(s) to whom such certificate is addressed and who rely thereon in good faith.

Section 7. Mortgagees May Pay Assessments and Cure Defaults. Provided that a contract seller, mortgagee or trust indenture beneficiary has, in writing, requested the following information with respect to a lot upon which the party holds a security interest and has furnished the Association with the address to which the party wants the information sent, then, if any assessment, or monthly installments thereof, on any lot shall not be paid by the owner thereof within thirty (30) days after the same is due, or if a default by any owner of any provisions hereof shall not be cured within thirty (30) days after written notice thereof is given to such owner, then the Association shall thereafter send a notice thereof to such party and may (but shall not be required to) send a notice thereof to any other contract seller, mortgagee, or trust indenture beneficiary thereof. Any contract seller, mortgagee, or trust indenture beneficiary may (but shall not be required to) pay such assessment or monthly installments thereof, together with any other amounts secured by the Association's lien, and may (but shall not be required to) cure any such default.

DEC 29 2017

ARTICLE VIII
INSURANCE AND FIDELITY BONDS

Section 1. The Association may obtain and maintain in full force and effect at all times the insurance coverage set forth in the following sections, which insurance coverage shall be provided by companies duly organized and recognized to do business in the state of Montana.

Section 2. The Association may obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the part of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association. such fidelity coverage or bonds shall name the Association as an obligee and be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves.

Section 3. The Association shall obtain workers' compensation or similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 4. The Association may obtain officers' and directors' personal liability/errors and omissions insurance in a face amount no less than $1,000,000.00 to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

Section 5. The Association may obtain an adequate, comprehensive policy of public liability insurance covering all of the lots, naming the Board of Directors, each owner, any property manager/agent or the provider of amenities to the property as insured. The policy shall be in a face amount of no less than $1,000,000.00 and have no more than a $1,000.00 deductible provision.

Section 6. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as required by covenant or otherwise, or as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 7. Insurance premiums for the above-provided insurance shall be a common expense to be paid by assessments levied by the Association.

Section 8. In addition, an owner may obtain such other and additional insurance coverage on and in relation to his property as he, in his sole determination, shall conclude to be desirable; provided, however, that none of such insurance coverage obtained by a member shall affect any insurance coverage obtained by the Association nor cause the diminution or termination thereof. Any such insurance obtained by a member shall waive the particular insurance company's right of subrogation against the Association, other owners and members, the developer and contractors.

ARTICLE IX
RULES AND REGULATIONS

The Board of Directors may, from time to time, approve and enact rules and regulations applicable to the lots. The Board may also delegate to a property manager the ability to set and enforce rules and regulations affecting the lots; provided, however, that no rule or regulation enacted shall be inconsistent with the Declaration of Covenants, Conditions and Restrictions or these Bylaws.

DEC 2.9 2017

ARTICLE X
AMENDMENTS

No amendment of these Bylaws shall be effective unless approved by the affirmative vote of members holding seventy-five percent (75%) of the voting rights. Any amendment must be recorded to be valid.

ARTICLE XI
MISCELLANEOUS

Section 1. All notices to the Board of Directors shall be sent postage prepaid in care of the manager/agent, or if there is no manager, to the office of the Board of Directors as may be designated from time to time, said notices to be effective upon receipt, and all notices by the Board of Directors to owners shall be sent by the Board or its agent, postage prepaid to the most recent address furnished by each owner, with copies to all mortgagees, trust indenture beneficiaries, or contract sellers from which the Board has received requests for notices, said notices to be deemed received and effective ten (10) days after mailing.

Section 2. The invalidity of any part of these Bylaws shall not affect or impair in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 3. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to be abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF, the undersigned, President and Secretary (interim officers) of Spurwing Creekside Homeowners' Association, Inc., do hereby certify that the foregoing is a true and correct copy of the Bylaws as duly adopted by the organizational Board of Directors of said corporation this 28th day of December, 2017.

SPURWING CREEKSIDE HOMEOWNERS' ASSOCIATION, INC.

By _____
Gregory Pisk, President

Attest:

_____
Julie Pisk, Secretary

DEC 29 2017