



LF

See Assr #s Attached

*Return to:
Terry Dirt LLC
7 Montida Ct
Kalispell, MT 59901*

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
COTTAGE GARDENS**

ARTICLE I. DECLARATION AND PURPOSE

Section 1.1: Declarant: The undersigned, Merna Terry as Secretary of Terry Dirt, LLC, the Declarant and owner of all property encompassed in Cottage Gardens a subdivision according to the map or plat thereof on file or of record in Flathead County, Montana. The Declarant hereby declares for itself, its successors, and assigns, that all property in Cottage Gardens shall at all times be owned, held, used, and occupied subject to the provisions contained in this Declaration of Covenants, Conditions, and Restrictions. The Declarant is to hold all rights and responsibilities of the future Homeowners Association as detailed in this declaration in order to care for and manage Cottage Gardens during the Period of Declarant Control.

Section 1.2: Property: Shall mean all residential lots and common areas in Cottage Gardens according to the final plat on record in the office of the Clerk or Recorder of Flathead County, Montana. Additional property to be added to Cottage Gardens shall also be subject to and comply with this declaration. Declarant has the right to modify property and easements during the Period of Declarant Control.

Section 1.3: Purpose: The purpose of these Covenants, Conditions, and Restrictions is to establish and maintain guidelines for developing, building, maintaining, living, and governing in Cottage Gardens in order to ensure and preserve attractiveness, safety, livability, and values for the benefit of homeowners and residents in the subdivision. This declaration is meant to ensure all properties maintain a minimum standard of care and quality and to guard against improper use of homes or property.

Section 1.4: Term: These Covenants, Conditions, and Restrictions shall be binding to all property within Cottage Gardens and shall transfer to all future owners.

Section 1.5: Amendments: Shall there be a need to modify these Covenants, Conditions, and Restrictions, an amendment(s) signed by three directors of the homeowners' association for this subdivision and stating that a the majority of property owners vote in favor of any changes and stating the changes must be recorded. Amendments shall be binding upon recording

ARTICLE II. DEFINITIONS

Section 2.1: Architectural Review Committee or ARC means the committee formed to review project proposals for architecture, design, construction, landscaping, fencing, and exterior improvements to ensure compliance with this declaration and attractiveness and harmony throughout Cottage Gardens.

Section 2.2: Articles of Incorporation shall mean Articles of Incorporation of Cottage Gardens Homeowners Association, as the same may be amended from time to time.

Section 2.3: Assessments means the annual, special, and default assessments levied to meet the estimated financial requirements of the Cottage Gardens Homeowners Association.

Section 2.4: Board of Directors means board of directors of the Homeowners Association.



Section 2.5: Bylaws shall mean the bylaws of Cottage Gardens Homeowners Association which establish methods and procedures of its operation, as the same may be amended from time to time. A copy of the current bylaws has been recorded with this document and any amendments to the bylaws shall also be recorded with the Clerk and Recorder of Flathead County, Montana.

Section 2.6: Common Area shall mean all property in Cottage Gardens subject to this declaration but excluding individual lots within the property. Common areas are for common use and benefit to all homeowners. Common area maintenance is the responsibility of the Homeowners Association.

Section 2.7: Common Expenses means expenses to maintain Cottage Gardens as defined by Cottage Gardens Homeowners Association. Common Expenses include road and common area maintenance, servicing, conserving, management, administration, duties to comply with this declaration, and any other expenses deemed necessary by the Homeowners Association for care of Cottage Gardens.

Section 2.8: Declarant means the Terry Dirt, LLC, its successors, or assigns acting as the original owner(s) of the property.

Section 2.9: Declaration means this Declaration of Covenants, Conditions, and Restrictions for Cottage Gardens.

Section 2.10: Design Guidelines are guidelines specified in this declaration meant to provide design standards for the exteriors of any lot or common area.

Section 2.11: Cottage Gardens shall mean Cottage Gardens subdivision as defined on recorded plat.

Section 2.12: Homeowners Association or HOA means Homeowners Association of Cottage Gardens subdivision

Section 2.13: Improvements means all buildings, parking areas, fences, walls, landscaping, lighting, driveways, roads, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitations, grading, road construction, utility improvements, removal or maintenance of trees or plants, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvements does not include turf repair or negligible improvements which will not affect colors or exterior appearance. Improvements means all current and future improvements.

Section 2.14: Lot means parcel of land designated as a lot on the recorded plat.

Section 2.15: Member means any person or entity holding membership in the Cottage Gardens Homeowners Association.

Section 2.16: Owner means the person or persons, entity or entities, who own of record, according the real property records of Flathead County, Montana, fee simple title to a Lot, except that a person purchasing a Lot under contract for deed which is recorded in the records of Flathead County, Montana.

Section 2.17: 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 20 years later, or (b) the date on which the declarant has sold all of the Lots on all of the plats.

Section 2.18: Plat means recorded survey of all or part of the property

Section 2.19: Utilities: For the purpose of this declaration, utilities shall mean water, sewer, electricity, and natural gas.

ARTICLE III HOMEOWNERS ASSOCIATION

Section 3.1: Homeowners Association: The Cottage Gardens Homeowners Association, or HOA, shall act as a homeowner's association for Cottage Gardens. The Homeowners Association shall be established by the declarant.

Section 3.2: Membership: All owners of lots within Cottage Gardens shall be members of the Homeowners Association. The owners of any lot shall automatically become members of the HOA until ownership of the lot(s) ceases for any reason. The Declarant shall be a member to the extent of the lot ownership of the same.

(a) **Contact Information:** Upon acquiring ownership of a lot, owner shall immediately inform HOA of names and contact information. Owners shall be responsible for informing HOA of any change in contact information.

Section 3.3: Board of Directors: At establishment of the Homeowners Association, there shall be inaugurated a manager of the HOA who will sit on the board of directors. The HOA may establish other directors as necessary. The Board of Directors is responsible for organizing and managing all duties of the HOA. The Board of Directors shall schedule HOA meetings from time to time as needed and shall manage expenses and assessments. Except for management and execution of obligations of the HOA, the Board of Directors shall have no other powers except those granted to all members. The HOA shall establish terms for members of the board of directors as they see fit.

Section 3.4: Voting: There shall be one vote for each lot after the Period of Declarant control. Prior to that time all voting rights shall be vested in the Declarant. Declarant may agree with a majority of the lot owners to assign certain specific voting rights to the lot owners. Such assignment will be done as an amendment to this document.

Section 3.5: Powers and Duties: Subject to the rights and obligations of this declaration, the HOA will be responsible for the administration and operation of Cottage Gardens.

(a) **Common Areas:** The HOA is responsible for maintaining common areas for safe use by all and visual appeal. The HOA may grant easements, rights-of-way, leases, licenses and concessions through or over the common area for the purpose of accommodating minor encroachments by utilities, adjacent property owners, or other purposes that do not unreasonably interfere with the use of the Common Area by owners. The HOA shall have the primary purpose of maintaining all common areas of the subdivision including but not limited to the storm pond, riparian area, park and trail along Three Mile Drive.

(b) Utilities: HOA is responsible for coordinating maintenance and repair of underground utilities in common areas as needed. Owners are responsible for repair of utilities serving individual lots and at connections to main utility lines in the street. Owners are responsible for repair of utilities serving an individual lot, even if the location of repair is in a Common Area. HOA is not responsible for utility repairs at connections or to individual lots.

(c) Common Expenses: The HOA is responsible for managing common expenses shared by all owners. Common expenses shall include road maintenance, snow removal in common areas, common area maintenance, servicing, conserving, management, administration, duties to comply with this declaration, and any other expenses deemed necessary by the Homeowners Association for care of Cottage Gardens.

(d) Weed Control: Weed Control in Common Areas is the responsibility of the HOA. The HOA shall guard against noxious weeds as defined by Flathead County, Montana. The HOA shall control weeds and landscaping in common areas in order to maintain visual appeal throughout the subdivision. The HOA is not responsible for weed control on individual lots or on easements which are on individual lots. If an owner of a lot is not exercising weed control deemed necessary by the HOA, the HOA may take action on account of non-compliance with this declaration.

(e) Easements: The HOA has the right to easements on individual lots for the purpose of inspections and maintenance of utilities or access to common areas. Except for underground utility maintenance, upkeep of easements on individual lots is the responsibility of the corresponding owner(s) of the lot.

(f) Books and Records: The HOA is responsible for keeping updated books, records, documents, and financial statements and will make them available for inspection by Owners upon request.

(g) Budget and assessments: The HOA is responsible for keeping a budget and estimating yearly expenses for Cottage Gardens. The HOA is responsible for setting and collecting annual assessments and managing money and expenses throughout the year.

(h) Committees: The HOA may delegate duties and responsibilities to any committee or other entity that the HOA may choose to form. The HOA shall support and maintain an active Architectural Review Committee to review ongoing improvements in the subdivision.

(i) Remedies for non-compliance to Declaration of Covenants, Conditions, and Restrictions: The HOA may establish and charge fines for violations of this declaration. The HOA has the right to take action for violations to this declaration to the extent allowed by law.

(j) Meetings: The HOA is responsible for scheduling and holding meetings from time to time. All owners shall be notified of all HOA meetings not less than 30 days in advance of any meeting.

3.6 The Declarant hereby waives on behalf of all the properties within the subdivision the right to object to any Special Improvement District Assessment imposed by the City of Kalispell for the purpose of completing the obligations stated in section 3.5 a through d, in the event the Homeowners Association is dissolved or ceases to perform such functions and the City Council for the City of Kalispell adopts such special improvement district.



ARTICLE IV. ASSESSMENTS

Section 4.1: Assessments: Each owner of any lot, by acceptance of the deed to a lot, is deemed to covenant and agree to pay to the HOA assessments for common expenses. All types of assessments shall be payable to the HOA in installments and on dates determined by the HOA. The HOA shall notify owners of assessments, installments, and due dates no less than thirty (30) days prior to due dates.

Section 4.2: Annual Assessments: The HOA shall figure and collect annual assessments from each owner in an amount equal for each lot based on estimated common expenses for the year. Annual Assessments shall be prorated for lots which transfer ownership during a year.

Section 4.3: Special Assessments: Special Assessments may be collected for capital improvements or other purposes agreed upon within the HOA and not included in annual assessments. Special Assessments shall be equal for each lot.

Section 4.4: Default Assessments: Default assessments may be assessed against a lot pursuant to this declaration for the Owner's failure to perform an obligation under this declaration or because the HOA has incurred an expense on behalf of or caused by the owner.

Section 4.5: Remedies for Nonpayment of Assessment: Any installment of an Assessment which is not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The HOA or manager may bring an action at law against the owner personally and/or place and foreclose a lien against the property. No owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the common area or abandonment of their unit. If there is a default in payment of an installment, assessment, or charge, the HOA may accelerate the remaining balance of the annual or special assessment due by giving ten days written notice to the defaulting owner.

Section 4.6: No refunds: No owner shall be entitled to any rebate, return, or refund of any amount of assessments paid to the HOA which are held as cash on hand or in any reserve account.

Section 4.7: No Assessments for Declarant: Notwithstanding the ownership of any empty lot, the Declarant shall not be obligated to pay any assessments.

ARTICLE V. PROPERTY USE RESTRICTIONS

Section 5.1: Easements: The property will be subject to all easements shown on any recorded Plat.

Section 5.2: Land Use: Each lot may be used for a single family home. There shall be no commercial use on the property. Rentals or home office or related uses which do not result in increased vehicular traffic shall not be considered commercial use. Garage sales shall be permitted, as long as no more than two such sales are conducted per year on any lot.

Section 5.3: No subdivision of Lots: No Lot shall be further subdivided in any manner.

Section 5.4: Structures: There shall be no more than one single family home on any lot. Structures, including fences, must conform to setbacks and height restrictions set by Kalispell, Montana. Accessory structures for storage and recreation may be allowed per the City of Kalispell's Zoning

regulations and upon approval of the Architectural Review Committee. Fencing must be in accordance with the design guidelines and must be approved by the Architectural Review Committee.

Section 5.5: Dwelling size: Each home shall have a minimum of 1000 square feet of total living space, not including garages or outdoor spaces. Two story dwellings shall have at least 600 square feet of living space at ground level.

Section 5.6: Garage: Each home shall have an attached garage for at least one car.

Section 5.7: Driveways: Each home shall have a driveway paved in asphalt or concrete. Driveways shall be constructed so as to not interfere with drainage and shall include culverts where necessary.

Section 5.8: Dwelling Construction: All dwellings shall be constructed on the lot with new materials. There shall be no trailer homes, mobile homes, modular homes, or prefabricated homes placed on any lot. Used materials in good condition, such as brick, stone, or timber beams may be utilized provided advance approval has been obtained from the Architectural Review Committee. All construction must conform to Local Building Codes and Fire Codes. All construction shall be completed within 12 months after the start of construction.

Section 5.9: Drainage Control: Reasonable precaution shall be taken during construction and thereafter to prevent erosion and drainage problems. All disturbed soil areas shall be revegetated within a reasonable time in such a fashion to minimize erosion.

Section 5.10: Utilities: All utilities shall be placed underground. The subdivision shall be connected to City of Kalispell water and sewer systems. No private water or sewer systems may be constructed.

Section 5.11: Antennas, Poles, and other structures: No antennas, poles, cellular telephone towers, communication towers, or other structures shall be erected unless approved by the Architectural Review Committee prior to installation. Any satellite dish receiver must be 24 inches or less in diameter and shall not be visible from any road.

Section 5.12: House numbers: Owners shall maintain house numbers which are clearly visible from the street.

Section 5.13: Vehicles: All vehicles shall be parked in the garages or driveways, and no vehicle shall be parked on the common area except on a temporary bases. The parking or storage of campers, camping trailers, recreational vehicles, boats, snowmobiles, trailers, or unlicensed vehicles is only allowed if in an enclosed garage or screened from view.

Section 5.14: Animals: Dogs (no more than 2) or cats (no more than 2) or other small household pets may be kept, providing that they are not kept, bred, or maintained for any commercial purpose. No livestock shall be raised, bred, or kept on any lot. Household pets must be contained upon owner's lot. In common areas, pets must be kept on leashes and cleaned up after. All pet enclosures shall be kept in the rear yard of a lot. No dog which barks and can be heard on any frequent or continuing basis shall be kept on any lot. Pets constituting a nuisance may be ordered by the HOA to be kept within the residence of the owner or ordered expelled from Cottage Gardens.



Section 5.15: Signs: No signs, billboards, banners, or advertising devices of any nature except as may be authorized by the Architectural Review Committee shall be erected on any lot except for temporary For Sale signs.

Section 5.16: Outdoor Lighting: Lighting shall serve only the lot on which it is located. A reasonable effort should be exercised to limit light pollution and lights shining onto neighboring properties.

Section 5.17: Landscaping: Landscaping of an entire lot must occur within 1 year of excavation or other ground disturbance following approval of landscaping plans by the Architectural Review Committee.

Section 5.18: No Noxious weeds: No Noxious weeds, as defined by Flathead County, may be allowed on any lot or in any common area.

Section 5.19: No hunting: No hunting of any kind shall be permitted in Cottage Gardens.

Section 5.20: No fuel tanks: No fuel tanks, whether above or below ground, shall be permitted in Cottage Gardens.

Section 5.21: No oil drilling: No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for natural gas shall be erected, maintained, or permitted upon any lot.

ARTICLE VI. OWNERS RIGHTS AND RESPONSIBILITIES

Section 6.1: Abide by Declaration: Agreed upon at acceptance of a deed to any lot, all owners and residents in Cottage Gardens must conform and abide to all portions of this declaration.

Section 6.2: Homeowners Association: All owners are automatically equal members of the Homeowners Association as of its initiation. All owners have equal voting rights, however all votes must be collected at times given and through methods established by the HOA in order to be counted.

(a) Contact Information: Owner is responsible for providing to the HOA current contact information and notifying the same of any updates to contact information immediately.

Section 6.3: Assessments: All owners must pay assessments as levied by the HOA. Nonpayment of assessments is subject to action as allowed by this declaration and by law. Any assessment not paid within two months of the due date is deemed to be consent of the lot owner(s) to the filing of a lien for the assessments which lien shall include interest at the legal rate and attorney fees.

Section 6.4: Maintenance: Owners are responsible for maintaining all structures, land, driveways, sidewalks, and any other features on the lot in working order and in appealing condition to promote safety, health, visual attractiveness, and value in the neighborhood. All expenses incurred as a result of maintenance shall be the responsibility of the owner. If reasonable maintenance is not being exercised in the opinion of the HOA, the HOA may take action for non-conformance to this declaration.



(a) **Sidewalks and Boulevards:** Maintenance of any sidewalk median strip or boulevard shall be the responsibility of the Lot Owner whose Lot directly abuts the median strip. Where a median strip abuts on a common area, the maintenance responsibility shall be the obligation of the HOA.

Section 6.5: Improvements: Improvements are encouraged to maintain quality and increase value. Improvements that change the exterior of the home or the lot must be submitted to and approved by the Architectural Review Committee prior to initiation of any project.

Section 6.6: Weeds: Owners are responsible for guarding against and treating weeds on any part of the lot.

Section 6.7: Easement Access: Access must be granted to easements by the HOA or utility companies for inspections and maintenance.

Section 6.8: Easement Maintenance: Easements on any individual lot shall be maintained by the owner of the lot.

Section 6.9: Trash: Trash removal for each lot is the responsibility of the owners. No trash or debris shall be collected, piled, or burned on any part of any lot.

Section 6.10: Snow Removal: Snow removal on any driveway or private sidewalk is the responsibility of the owner. Driveways and sidewalks shall be cleared as needed to maintain safety for residents and visitors. Snow removal on sidewalks abutting a lot shall be the responsibility of the Lot owner per city ordinances.

Section 6.11: Landscaping: Landscaping shall be maintained regularly to promote health, safety, value, and guard against weeds. Landscaping on any lot is the responsibility of the owner. Landscaping shall be established and maintained on each entire lot to provide erosion control and visual appeal. Lawns and landscaping features shall be irrigated and mowed/trimmed as needed. Any improvements to landscaping which change the look or character of the lot shall be submitted and approved by the Architectural Review Committee prior to commencement of any project. Landscaping on sidewalk boulevards is the responsibility of the adjacent lot owner.

Section 6.12: No noxious activity: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE VII DESIGN GUIDELINES

Section 7.1: Purpose: The purpose of design guidelines is to provide guidelines and expectations for the exterior appearance and quality of all structures in Cottage Gardens to owners, builders, or any other entities involved in establishing, maintaining, or improving all areas in Cottage Gardens except the interiors of residences. The Design Guidelines are meant to ensure all structures in Cottage Gardens meet a high standard of quality and appearance in order to maintain pride and value throughout the subdivision.

Section 7.2: Applicable Features: All exterior structures, landscaping, hardscapes, fencing, and all other exterior features, whether permanent or temporary, shall be subject to these design guidelines. Any exterior improvement that changes the appearance or quality of the lot or structures on the lot must comply with the design guidelines.



Section 7.3: Enforcement: All new structures or improvements to exteriors must be submitted and approved by the Architectural Review Committee prior to commencement of any project as described in Article VIII. If any feature is created which has not been approved by the Architectural Review Committee, the HOA may take action for non-compliance with this declaration including but not limited to demanding removal of the unapproved feature, charging a fine for a violation, or taking action as allowed by law.

Section 7.4: Architecture: Homes and secondary structures shall be of complementary architecture to other structures in the neighborhood.

Section 7.5: Exterior Finishes: Exterior colors shall be pleasant and complementary to surrounding exterior finishes in the neighborhood. Colors in the subdivision shall be complementary, but not matching in order to achieve pleasing variation. The primary home structure on each lot must have at least two colors. Neighboring homes must have reasonable variation in color. Only Class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures.

Section 7.6: Secondary structures: sheds, canopies, or other yard structures must complement the primary structure in architecture and exterior finishes and must be approved by the Architectural Review Committee prior to construction or installation.

Section 7.7: Landscaping: Each lot shall be landscaped completely to provide erosion control and visual appeal. A mixture of grass lawn, trees, hardscape areas, and garden areas is encouraged. Plant species natural to the area are encouraged.

Section 7.8: Fencing: Fencing must comply with Flathead County zoning restrictions. No fencing is allowed forward of the front of the primary residential structure. Allowable fencing options include but are not limited to wood, chain link, and vinyl. Other fencing materials may be permitted at the discretion of the Architectural Review Committee.

ARTICLE VIII. ARCHITECTURAL REVIEW COMMITTEE

Section 8.1: Committee and Purpose: An Architectural Review Committee (ARC) shall exist to review and ensure compliance with the design guidelines and property use regulations in order to ensure standards of quality and visual appeal throughout Cottage Gardens. During the Period of Declarant Control, the ARC shall consist of at least two members appointed by the declarant.

(a) **Members and Management:** The HOA shall manage the ARC and establish membership practices and terms. Members of the ARC may be HOA members, or the HOA may choose to hire external consultants as members for the ARC. The ARC must be comprised of at least two committee members at all times. One member of the ARC shall be the main contact person and shall receive submittals and communicate on behalf of the ARC.

Section 8.2: Scope: The Architectural Review Committee must review and approve of the appearance and materials of all structures on the exterior of the home on any lot. The ARC is NOT responsible for reviewing construction methods or practices for safety or compliance with building codes. The ARC shall not have control of or influence over anything on the interior of any structure. Items that must be submitted and approved by the ARC include but are not limited to: new homes, new accessory structures, fencing, landscaping, tree removal, and improvements, including new paint colors, to any of the same. ARC review for the foregoing is necessary for work on all lots and in all common areas. ARC approval is not necessary for planting small gardens, bushes, or trees. The ARC must review submittals based on this declaration and the design guidelines. The ARC may use its judgement and interpretation of

this declaration while reviewing submittals. Wherein a submittal, or portion of a submittal, is not addressed in this declaration, the ARC may use discretion based on the appearance and values of the subdivision. Previous or existing construction or installation of exterior features or elements in the subdivision does not justify future approvals of similar elements, and each submittal will be reviewed individually and considered on a case by case basis.

Section 8.3: Required Submittals: The ARC shall keep a list of approved builders and designs. An owner using an approved builder need to seek the approval of ARC, but simply must advise ARC that they are using an approved builder and the builder will notify ARC of the approved design. ARC will only have to approve changes in the design and the color of the structure. The provisions below are waived.

Section 8.4: Required Submittals If Not An Approved Builder: An owner, builder, or other representative must provide detailed plans for new construction or improvements for ARC review. Plans shall show location and the exterior appearance of the structure. Plans must include colors and types of materials. Plans and other necessary documents may be emailed to the designated ARC contact person. The HOA shall keep current contact information for the ARC contact person and shall share the information upon request. The ARC may request additional information or materials such as color or material samples if they feel it is necessary to review any given project.

Section 8.5: Fees: The HOA may decide to charge a fee for Architectural Review to compensate for review time, meeting and submittal management, or outside hires if applicable. The fee and any details regarding the fee must be disclosed to all owners prior to being levied for any project.

Section 8.6: Review Process: The ARC may choose to have regular meeting or scheduled meetings, but a meeting may not be required in all cases. The ARC members may choose to communicate in person or in any other manner about submittals. The designated ARC contact shall collect submittal documents and disperse them to the committee using a method agreed upon by the committee. The ARC contact person shall respond to the submittal in writing with the conclusion of the review agreed upon by all members of the ARC. The conclusion may be approval, disapproval, or conditional approval. Commencement of any project shall not occur until final approval has been granted by the ARC and any applicable fees have been paid.

Section 8.7: Timeline: The ARC shall have thirty (30) days from the date of submittal to complete the review process and issue a response. The ARC shall issue a written response within 30 days. Construction or installation of approved projects may begin when approval is issued provided any appropriate fees have been paid. Where disapprovals exist, future submittals for the same project shall be treated as new submittals and are subject to an additional 30 day review timeline. Where conditional approvals exist, work may commence after the required conditions are agreed upon in writing, providing any applicable fees have been paid. In an event in which no response is issued by the ARC within the 30 day review timeline, the project shall be deemed approved, however it is the responsibility of the owner to ensure it meets standards in this declaration.

Section 8.8: Revisions to Processes: The ARC and the HOA jointly shall have the power to change, add, or modify ARC processes, applications, and practices as necessary. Any change must be written and recorded prior to initiation of new or changed processes.

ARTICLE IX. MISCELLANEOUS



Section 9.1: Limited Liability: Neither the declarant, the HOA, the ARC, nor their respective members 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.

Section 9.2: 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 of the declaration.

Section 9.3: 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.

Section 9.4: Entirety: This declaration shall be binding in its entirety and any article or section of this document cannot stand alone.

Signature of Declarant

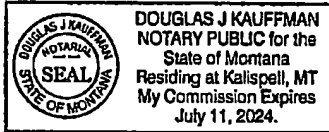

Merna Terry, Secretary
Terry Dirt, LLC

Date: 9/10/2020

STATE OF MONTANA, COUNTY OF FLATHEAD

On this 10th day of September, 2020 before me, the undersigned, a Notary public for the State of Montana, personally appeared Merna Terry, Secretary, Terry Dirt, LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that such person executed the same.

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







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