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**FIRST AMENDMENT AND COMPLETE RESTATEMENT TO THE
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
OF BITTERROOT FLATS**

**THIS FIRST AMENDMENT AND COMPLETE RESTATEMENT TO THE
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF BITTERROOT
FLATS** is made this 09th day of October, 2024, by C&J Land Development LLC, a Montana Limited
Liability Company, of P.O. Box 232, Kalispell, Montana 59903, hereinafter referred to as "Declarant".

RECITALS

WHEREAS, that certain Declaration of Conditions, Covenants and Restrictions of Bitterroot Flats dated December 7, 2023 was recorded with the Flathead County Clerk and Recorder on December 12, 2023 as Document No. 202300022027. The existing plat and lots, as well as all future plats and lots, will be collectively known as "*Bitterroot Flats*"; and

WHEREAS, Declarant owns and continues to develop lots in Bitterroot Flats and has subjected said real property to the conditions, covenants and restrictions hereinafter set forth, each and all of which are for the benefit of said property and for each owner and contract purchaser thereof, and which shall inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest of any owner or contract purchaser thereof; and

WHEREAS, Declarant owns and may acquire other property that may be developed and added to Bitterroot Flats, although Declarant is under no obligation to do so; and

WHEREAS, pursuant to Article VIII of said Declaration, Declarant continues to have sole authority and power to amend the Declaration by the recording an instrument in writing and Declarant wishes to amend said Declaration of Conditions, Covenants and Restrictions of Bitterroot Flats.

NOW, THEREFORE, in consideration of the foregoing recitals and the amendment powers set forth in the referenced Declaration of Conditions, Covenants and Restrictions of Bitterroot Flats, said Declaration of Conditions, Covenants and Restrictions of Bitterroot Flats identified hereiabove are amended and completely restated as follows:



ARTICLE I – PROPERTY SUBJECT TO COVENANTS

Section 1.1. Declarant hereby publishes and declares that the following real property shall be held, sold, conveyed, transferred, leased, subleased, used, and occupied subject to the easements, covenants, conditions, and restrictions set forth herein, which shall run with said real property and be binding upon and inure to the benefit of all parties having any right, title, or interest in said real property, or any portion thereof, their heirs, personal representatives, successors and assigns:

Lots 1 – 4 of Bitterroot Flats North Subdivision, located in Section 21, Township 27 North, Range 24 West, according to the map or plat thereof on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana; and

Lots 1 – 4 of Bitterroot Flats East Subdivision, located in Section 21, Township 27 North, Range 24 West, according to the map or plat thereof on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana.

Any and all real property annexed to Bitterroot Flats and made subject to this Declaration in accordance with Article VI below.

ARTICLE II – DEFINITIONS

Section 2.1: “Association” shall mean Bitterroot Flats Property Owners’ Association, Inc., a Montana Nonprofit Mutual Benefit Corporation.

Section 2.2: “Board of Directors” shall mean the board of directors of the Association as described in, and selected pursuant to, the Association’s bylaws or articles of incorporation.

Section 2.3: “Commercial Use” shall mean use of the lots for any business-related purpose. Lots shall not be used for industrial or commercial uses, except that professional activities and home occupations are allowed, so long as they are conducted within the dwelling or an auxiliary building by members of the Lot Owners and their families, and do not generate traffic in greater volume than would normally be expected in a residential neighborhood. Short-term rentals for less than thirty (30) days shall not be considered commercial use and are allowed on all Lots.

Section 2.4: “Declarant” shall mean and refer to C&J Land Development LLC and its successors and assigns.

Section 2.5: “Declarant Control Expiration Date” shall mean the earlier of (i) the date that one hundred percent (100%) of the Lots in Bitterroot Flats, including Lots annexed to Bitterroot Flats, have been sold by Declarant to third parties, or (ii) the date that, Declarant, at its sole option and discretion, has relinquished its sole and exclusive voting rights described in this Declaration and control of the Association, including voting, is turned over by Declarant to all Members. In the event the Declarant intends to relinquish its sole and exclusive voting rights and turn over control of the Association to all Members prior to the sale of all of Declarant’s Lots, Declarant shall give notice of such intent to the Members of the Association at least ninety (90) days prior to the effective date thereof.



Section 2.6: “Declaration” shall mean this Declaration of Conditions, Covenants and Restrictions of Bitterroot Flats and all subsequent amendments hereto.

Section 2.7: “Development” shall mean the Bitterroot Flats North subdivision as shown and designated on the Plat.

Section 2.8: “Lot” shall mean any parcel of land designated as a ‘lot’ on a Plat, and “Lots” shall refer to any two or more or, all of, the parcels of land designated as a ‘lot’ on a Plat.

Section 2.9: “Lot Owner” or “Owner” shall mean and refer to the Declarant or other person or entity that owns a Lot but does not include a person or entity having an interest in a Lot solely as security for an obligation. A record owner who has sold any Lot under a contract for deed shall not be considered a Lot Owner, but the purchaser of any Lot who is purchasing such Lot under a contract for deed shall be considered the Lot Owner.

Section 2.10: “Member” shall mean a member of the Association as set forth in, and governed by, the bylaws and articles of incorporation of the Association. Every Lot Owner shall be a Member.

Section 2.11: “Plat” shall mean and refer to, collectively, those plats specifically referenced in Section 1.1 above, all plats recorded in connection with any land annexed pursuant to Article VI below, and all recorded amendments to any such plats.

Section 2.12: “Private Roadway” shall be defined as any roadway used by and accessible to any Lot Owners or guests of the Bitterroot Flats subdivision.

Section 2.13: “Property” shall mean the real property described in Section 1.1 above and such additional real property as may be annexed pursuant to Article VI below.

Section 2.14: Other defined terms not listed above are first designated with the use of quotation marks elsewhere in this Declaration and have the meanings stated therewith.

ARTICLE III – PROTECTIVE COVENANTS

Section 3.1. Purpose of Covenants. The Property is subjected to these conditions, covenants and restrictions for the purpose of providing a uniform plan for the development of the whole of the subdivision and to establish certain expectations, limitations, and restrictions on the construction and uses within the subdivision.

Section 3.2. General Land Restrictions.

A. The design character of structures maintained or to be constructed on a Lot should be such that it complements the natural surroundings. Any building material, color, or design structure that clashes with its surroundings shall be strongly scrutinized. The Declarant shall be allowed to carry out sales and other activities necessary to promote the development of the Property. Emphasis on muted colors that



blend with or complement the landscape is essential. The natural terrain and environment is to be maintained. Structures on each Lot shall be built to conform to the general aesthetics of surrounding properties and all structures and improvements are to be kept and maintained in a good and sightly condition at all times.

B. All permanent structures constructed or placed upon a Lot shall be completed within eighteen (18) months of commencement of work thereon.

C. All utility service feeds, and fuel lines shall be installed underground. The only utility tanks permitted on the Lots are propane tanks for single-family residential use. Propane tanks shall be installed underground or screened from public view and properly ventilated. All propane tanks must be installed in accordance with all federal, local fire marshal, county and state regulations.

D. No structure or improvement (permanent or temporary) of any kind, excluding perimeter fencing and those structures which currently exist on the Property, shall be constructed, placed or maintained on any Lot within a distance of sixty feet (60') from any property line.

E. Fencing near residential structures shall be of a natural material stained to complement residential structures and not exceed a height of six feet (6'). Perimeter fencing may be of a sort that is normally used to confine large farm animals; however, chain link fencing is strictly prohibited.

F. No Lot or any building or improvements placed or erected thereon shall at any time be used for Commercial Use. Equipment used by a Lot Owner in their trade or business may be stored upon their Lot, so long as it is stored in a completely enclosed building or in a neat and orderly fashion upon their Lot and shielded from view (by trees, shrubs or fence) from all adjacent properties. Furthermore, no heavy equipment, and no defunct, inoperable or unregistered vehicle shall be allowed to be parked or stored on a Lot for a period of more than seven (7) days unless stored in a completely enclosed building. The following activities shall not be permitted on any Lot:

- a. Commercial dog kennel;
- b. Slaughter facility;
- c. Storage Facility;
- d. Cannabis retail facility, farm, or grow operation;
- e. Motor vehicle repair business;
- f. Motocross track or automobile racetrack;
- g. Waste fuel storage; or
- h. Any other commercial use.

Notwithstanding the foregoing, professional activities and home occupations are allowed, so long as they are conducted within the dwelling or an auxiliary building by members of the Lot Owners and their families, and do not generate traffic in greater volume than would normally be expected in a residential neighborhood. Short-term rentals for less than thirty (30) days shall not be considered commercial use and are allowed on all Lots.

G. No equipment or process shall be used on any Lot which creates visual or audible interference with any radio, television or telephone receivers off the premises or which causes fluctuation



in electrical line voltage off the premises.

H. Any storage of machinery, vehicle parts, and vehicles that are defunct, inoperable or unlicensed must be stored out of sight in accessory buildings.

I. Lot Owners are responsible for the eradication and control of noxious weeds upon their property in accordance with the Flathead County Noxious Weed Control Plan.

J. Lots are subject to the easements and rights of way located thereon as shown on the Plat and Lot Owners shall not do anything that interferes with the use of those easements and rights of way.

K. No Lot shall be further subdivided or modified without Declarant's prior written consent and approval. Each Lot is allowed one (1) single family main dwelling, one (1) guest house, one (1) detached shop and no more than three (3) other auxiliary structures as may be permitted by applicable county zoning

Section 3.3. Building Standards. The following building construction standards shall apply to all buildings placed on the Lots:

A. Residences. Each Lot shall be allowed to construct a single-family private residence and a guest house. All single-family private residences and/or guest houses must be of sound conventional construction as defined by law. Mobile, modular, or manufactured residences and/or guest houses are not allowed. Auxiliary buildings shall not be used for residential rental purposes. All uses must comply with local and state sanitation requirements. A recreational vehicle or camper may only be placed upon a Lot and used by the Lot Owner thereof as a temporary residence while a Lot Owner's primary residence is being constructed in conformance with these covenants. Upon completion of the Lot Owner's primary residence, the RV may no longer be used for residential purposes upon a Lot and must be stored in conformance herewith.

B. Auxiliary Structures. No more than three (3) detached auxiliary structures may be permitted on any Lot without the consent of Declarant. Detached auxiliary structures may be manufactured, modular, or prefabricated, but must conform with the design character of structures as set forth herein.

C. All construction, once begun, shall be completed as to exterior finish including siding and/or masonry, paint and roof, ground rough graded and building debris removed within eighteen (18) months after start of construction. No temporary building, or partly finished building or structure shall be erected or placed upon a Lot.

D. Each structure once constructed on a Lot shall be kept in good repair and appearance. All structures shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed and shall be maintained in a sanitary condition.

E. If any structure is damaged in any way, the Owner shall, with due diligence, raze the remains and restore the site, or rebuild, repair and restore the structure to its original condition and appearance. Reconstruction shall be completed within eighteen (18) months of the casualty or within such longer period as may be approved by the Association.



F. No structure shall be located nearer than sixty feet (60') to any property line of the Lot on which the structure is located.

Section 3.4. Signage and Business Addresses Signs. No signs or flags containing profanity, offensive language, or disparagement allowed. No billboards, signs, or advertising structures of any nature, excepting "For Sale" and "No Trespassing" signs may be erected, maintained, or used on the Property, or any part thereof. No signs larger than 2 feet by 2 feet shall be placed on any Lot. The number of "No Trespassing" signs shall be limited to a total of four (4) signs and shall be reasonably spaced on each Lot. Home addresses shall be visible from the road serving the property at the driveway entrance to the Lot.

Section 3.5. Animals and Pets. All animals kept on any Lot shall not create a nuisance or disturbance in the neighborhood or to any other Lot Owner or occupant of a Lot or cause a violation of any of the other covenants contained herein. Animals shall be confined to the Lot Owner's property unless leashed and supervised and controlled. There shall be a limit of three (3) dogs and/or three (3) cats on any Lot. Each Lot may also have up to three (3) hooved animals, commonly referred to as "livestock." All livestock shall be contained within a fenced area that shall be subject to a setback of sixty feet (60') from any property line or Private Roadway.

Section 3.6. Lot Appearance and Garbage/Waste. No part of any Lot shall be used or maintained as a dumping ground or storage ground for rubbish, trash, garbage, old automobiles (including non-operable vehicles or parts thereof) or other waste. Trash, garbage, and hazardous materials, and other waste shall be kept in covered, airtight, or other reasonably appropriate containers that are kept in an enclosed area.

Section 3.7. Water Systems. All potable water shall be obtained from individual and/or shared wells located within the boundaries of the Lot(s). Installation, repair, maintenance, and all other costs associated therewith are solely those of the Lot Owner(s). All water systems shall comply with all rules and regulations of the Flathead City-County Health Department, the Montana Department of Environmental Quality and any other applicable governing body.

Section 3.8. Sewer Systems. Individual and/or shared sewage disposal systems which are designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Environmental Quality, the County of Flathead and any other applicable governing body shall be permitted. Installation, repair, maintenance, and all other costs associated therewith are solely those of the Lot Owner(s). Prior to the initial construction or site preparation, the Lot Owner shall secure the necessary septic permit from the Flathead City-County Health Department.

Section 3.9. Utilities Installation and Maintenance. Each Lot Owner shall bear all responsibility and costs for extending utilities within the Lot Owner's Lot. Declarant is not responsible for extending utilities within any Lots. Utility companies and Lot Owners must promptly restore disturbed areas to a condition as close as possible to the natural condition of the land before utility work commenced.

Section 3.10. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance



to the neighborhood, any Lot Owner, or occupant of a Lot; nor shall a Lot be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb the residents or occupants of any Lot.

Section 3.11. Burning. Open fires are to be made only in accordance with local burning ordinances.

Section 3.12. Wildlife Protection. Garbage and other wildlife attractors, including but not limited to barbecues and coolers, must be kept clean and stored so as not to attract wild animals.

Section 3.13. Roads and Streets. Bitterroot Flats North shall be served primarily by Flathead County, Montana streets. However, the Bitterroot Flats Property Owners' Association shall be responsible for maintaining all private roads within the Property, if any, except driveways located within Lots on the Property, which shall be the responsibility of the Owners of the Lot. Such maintenance will include repair and replacement of such private roads, as well as periodic maintenance of the surface and regular snow, ice, and trash removal from all private roads within the Property.

ARTICLE IV – PROPERTY OWNERS' ASSOCIATION

Section 4.1. Authority and Power. The business and affairs of Bitterroot Flats Subdivision shall be managed by the Association in accordance with this Declaration and the bylaws and articles of incorporation of the Association. In the event of an inconsistency between a provision contained in this Declaration and a provision contained in the Association's bylaws or articles of incorporation, this Declaration shall control.

Section 4.2. Association Membership. Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. Each Lot Owner, by accepting a deed to, or contract for deed for the purchase of real property within Bitterroot Flats, whether or not so specifically expressed in said instrument, binds himself, herself, or itself to abide by this Declaration, the bylaws, and reasonable rules and regulations of the Association, which rules and regulations may be adopted by the Board of Directors from time to time, and agrees to and shall be bound to pay assessments as provided in this Declaration. Each Lot Owner shall be responsible for notifying the Association of their acquisition of ownership, of their mailing address, email and other contact information, and of any subsequent changes of ownership or mailing address, email and other contact information. The initial address of the Association shall be P. O. Box 232, Kalispell, Montana 59903. The address of the Association may be changed by the Board of Directors upon notice to the Owners.

Section 4.3. Board of Directors; Officers. The Board of Directors may act in all instances on behalf of the Association, except as specifically limited by the Declaration, bylaws or articles of incorporation of the Association, as amended from time to time. Prior to the Declarant Control Expiration Date, the Board of Directors shall be elected or selected solely by the Declarant. After the Declarant Control Expiration Date, all Members shall have the right to vote for the election of the Board of Directors, who shall be elected as set forth in the bylaws of the Association, as amended from time to time. Officers of the Association shall be appointed by the Board of Directors



Section 4.4. Member Voting Rights. Subject to the Declarant's exclusive voting rights until the Declarant Control Expiration Date, the voting rights of the Members of the Association shall be as set forth in the bylaws or articles of incorporation of the Association, as amended from time to time. The Association will have two classes of voting membership. One class is composed only of the Declarant, and prior to the Declarant Control Expiration Date, the Declarant shall be the only Member with voting rights in the Association and under this Declaration. The other class is composed of all Members, including the Declarant so long as it still owns a Lot or Lots, and shall have voting rights in the Association and under this Declaration on and after the Declarant Control Expiration Date. All Members with voting rights as provided in this Declaration will be entitled to vote on Association matters on the basis of one vote for each Lot owned. When more than one person or entity is an Owner of the same Lot, all such persons or entities will be Members, but they may collectively cast only one vote for each Lot with such vote to be cast in such manner as those multiple Owners may determine among themselves.

Section 4.5. Professional Management. The Association may obtain and pay for the services of a managing agent to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association deems advisable for the management of its affairs and maintenance of the private roadway.

ARTICLE V – ASSESSMENT/LIEN

Section 5.1. Assessment/Creation of Lien. In order to finance the cost of maintaining, repairing, operating and improving attributes of the Property for which the Association shall be responsible, the costs of enforcing and administering the provisions of this Declaration, and the costs of operating the Association, the Association shall have the power to assess fees and other charges and create liens as set forth herein. Each Lot Owner, by accepting a deed to, or contract for deed for the purchase of real property within this Development, whether or not specifically so expressed in said instrument, shall be deemed to agree and shall be bound to pay assessments and charges established pursuant to the provisions of this Declaration. Said fees may include regular annual assessments, special assessments, interest, costs and reasonable attorney's fees incurred in the enforcement of the provisions of this Declaration.

Section 5.2. Notice of Assessments. Notices of assessments may, in addition to any other method described in this Declaration, be delivered by email. Notice of assessments delivered by email is deemed received by the recipient when sent to a valid email address of the recipient in the records of the Association, regardless of whether the email lands in the inbox of the intended recipient.

Section 5.3. Annual Assessments. The amount of the annual assessments shall be fixed by the Board of Directors and shall be based upon the estimated cash requirements of the Association as determined by the Board of Directors from time to time. All Lot Owners acknowledge that regular annual assessments will likely increase over time. Annual assessments shall be due on or before March 31 of each year, unless otherwise specified by the Board of Directors.

Section 5.4. Road Maintenance Assessments. All Lot Owners whose Lot is serviced by a private subdivision/association roadway as depicted on any Plat of Bitterroot Flats shall be subject to a road maintenance assessment specific to the private roadway servicing said Lot Owner's Lot. Said assessment shall include costs for maintenance, repair and major improvements when necessary. The assessment shall be fairly assessed based on the number of road users for each particular road without consideration of the



distance between the county road servicing the subdivision and each Lot Owner's driveway. The amount of road maintenance assessments shall be fixed by the Board of Directors and shall be based upon the estimated cash requirements of the Association for road maintenance as determined by the Board of Directors from time to time. Road maintenance assessments shall be due on or before March 31 of each year, unless otherwise specified by the Board of Directors.

Section 5.5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy one or more special assessments determined by the Board of Directors from time to time. Special assessments shall be due ninety (90) days after notice of the assessment is delivered to the Lot Owners unless the Board of Directors selects a different due date and may be levied to be paid over one or more years.

Section 5.6. Uniform Rate of Assessment. Regular and special assessments must be fixed at a uniform rate for all Lots, except that Lots owned by the Declarant shall not be subject to annual or special assessments unless they are being sold by Declarant on a contract for deed.

Section 5.7. Nonpayment of Assessments. Any assessment which is not paid when due shall be considered delinquent. If an assessment is not paid within thirty (30) days after the due date, such amount due shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Association may bring an action at law or equity against the delinquent Lot Owner on the basis of an account due to collect the amount of the assessment and other charges due together with interest, court costs, and reasonable attorneys' and paralegal fees for such action and to foreclose the lien against the Lot. In addition to the provisions for suit and collection as herein above set forth, the Association may suspend a delinquent Member's voting rights.

Section 5.8. Lien. Assessments, together with any interest, other charges due, costs, and reasonable attorneys' and paralegal fees incurred in collecting same shall be a charge on each Lot Owner's Lot and shall automatically be a continuing lien in favor of the Association against said Lot as of the date the assessment becomes delinquent. Said amount shall also be a personal obligation of the Lot Owner who owns the Lot at the time the assessment becomes due. The Association may record a notice of the lien ("Lien Notice") with the Clerk and Recorder of Flathead County, Montana against the delinquent Lot Owner's Lot. The Lien Notice may state the amount of the lien as of a certain date, per diem interest charges, the Lot(s) the lien is attached to, the name and address of the lienholder, the name of the Owners of each Lot subject to the lien and any other information as determined by the Association. Notice of the Lien Notice shall be delivered to the Lot Owners named in the Lien Notice. If the assessment is not paid within thirty days after the recorded Lien Notice is delivered to the delinquent Lot Owner, the Association may foreclose the lien in any manner set forth under Montana law for the foreclosure of liens against real property. The Association shall be entitled to recover from the Lot Owner any and all reasonable attorneys' and paralegal fees incurred in the collection and foreclosure of any delinquent assessments.

Section 5.9. Lot Owner Negligence. Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for the repair or maintenance of any Common Area, or any structure or improvement thereon, is caused by the willful or negligent act, omission, or misconduct of any Lot Owner, member of any Lot Owner's family, guest or invitee of any Lot Owner, or tenant of any Lot Owner, then the Association's costs for such repair and maintenance shall become the personal obligation of such Lot Owner, shall be added to and become part of the assessment to which such Lot Owner is

subject, and shall be a lien against such Lot Owner's Lot as provided in this Declaration. A determination of the willful or negligent act, omission or misconduct of any Lot Owner, member of any Lot Owner's family, guest or invitee of any Lot Owner, or tenant of any Lot Owner, and the amount of the Lot Owner's liability therefor, may be determined by the Board of Directors after notice to the Lot Owner and the right to be heard before the Board of Directors in connection therewith.

Section 5.10. Sale or Transfer of a Lot. Upon the sale or transfer of any Lot, the Owner from whom an assessment was originally due shall remain personally liable for the assessment, but the new Owner of the Lot shall automatically become jointly and severally liable for the same assessment(s), and any assessment lien shall be enforceable against the New Owner. A person or entity purchasing or acquiring title to a Lot shall be responsible for checking with the Association for any outstanding assessments and liens against said Lot before closing the transaction.

ARTICLE VI – RESERVATION OF ANNEXATION AND DEVELOPMENT RIGHTS

Section 6.1 Annexation Rights. Declarant expressly reserves the right, at any time prior to the Declarant Control Expiration Date, to annex additional real property ("Annexed Property") to Bitterroot Flats and the Association, to subject such Annexed Property to this Declaration, as more specifically set forth below, and to file additional subdivision plats in connection therewith ("Annexation Rights").

A. The Annexation Rights may be exercised by Declarant or its successor in its sole discretion and shall not be subject to the consent or approval of the Association or any Member, Lot Owner, or mortgagee of any Lot Owner.

B. Upon an exercise of the Annexation Rights, Declarant shall record an amendment to this Declaration, in accordance with Article VI, containing a legal description of the Annexed Property.

C. Annexed Property may be developed in any manner and in any number of Lots and Common Areas as decided in Declarant's sole discretion.

Section 6.2 Development Rights. Declarant reserves all development rights through the Declarant Control Expiration Date, including, but not limited to, creating additional Lots, subdividing Lots and converting Lots or other areas into Common Areas.

ARTICLE VII

Intentionally omitted.

ARTICLE VIII – AMENDMENTS

Until the Declarant Control Expiration Date, the Declarant shall have the sole authority and power to amend this Declaration from time to time, by recording an instrument in writing signed by the Declarant. As of the Declarant Control Expiration Date, the Association shall have the sole authority to amend the Declaration, by recording an instrument in writing signed by a duly authorized officer of the Association, but only after obtaining the affirmative vote from the Owners of eighty percent (80%) of the Lots. No amendment or restatement to the Declaration shall be effective until it has been recorded in

the office of the Clerk and Recorder of Flathead County, Montana.

ARTICLE IX – ENFORCEMENT, FINES AND TERM

Section 9.1 Who May Enforce Covenants. The Declarant, Association, and each Lot Owner shall each have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and amendments now or hereafter imposed pursuant to the provisions of this Declaration. The failure of the Declarant, the Association, or any Lot Owner to enforce any conditions, covenants, or restrictions herein contained shall not be deemed to be a waiver of the right to do so thereafter. Neither the Declarant, the Association nor any Lot Owner shall have the duty to take any affirmative action to enforce any restrictive covenants nor shall they be subject to any liability for their failure to so act.

Section 9.2 Fines. In addition to the means of enforcement of this Declaration, all covenants, conditions and restrictions applicable to Bitterroot Flats may be enforced as follows:

(a) The Board may impose fines upon Owners for violations.

(b) Prior to the imposition of a fine, the Board or its agent shall give the Owner in question written notice of the violation and intended amount of the fine, and the notice shall provide fifteen (15) days' opportunity, after receipt of the notice, to correct the violation so as to avoid the fine.

(c) If the violation is remedied within the fifteen (15) day period, no fine shall be imposed. If the violation is not corrected within the fifteen (15) day period, the Board may, but is not required to, impose a fine, using the procedures set forth below.

(d) The Board may impose fines ranging from ten dollars (\$10.00) to one hundred dollars (\$100.00) for violations continuing after the Owner's receipt of the written notice. Each separate day of a continuing violation may be considered a separate violation. Imposition of a fine shall be by mailing a notice, certified mail, return receipt requested, to all Owners of the Lot in question. In determining the appropriate amount of a fine, the Board shall consider, among other factors:

- i. Whether the violation threatened the health or safety of anyone,
- ii. Whether the violation involved physical damage to property of another, to Community, Property or to the environment,
- iii. The cost of remedying the violation, and
- iv. Whether the Owner has been previously warned in writing or fined for the same or substantially similar violations.

(e) The notice of imposition of fine shall also give the Owner in question at least seven (7) days' notice of the next meeting of the Board at which the Owner may appear to appeal the determination of violation and the fine or amount of the fine. The Owner may appear in person, by agent or by written communication.

(f) If a fine is neither paid nor appealed within seven (7) days of the receipt of notice by the Owner, then the Board may cause a lien to be filed against the Owner's Lot for the amount of the fine, plus the cost of filing the lien and attorneys' fees. If the Owner appeals from the Board's notice, no lien shall be filed until the Board hears the appeal.

(g) The Board shall keep a written record of all notices sent and the disposition of each.

(h) The Owner and the Board may each be represented by an attorney at all hearings on the violation.

(i) If the Owner wishes to appeal the Board's decision after the Board's hearing of the Owner's appeal, the Owner shall, in writing, request binding arbitration by a single arbitrator to be agreed upon by the parties. The parties shall equally share the fees, if any, by the arbitrator.

Section 9.3 Attorney's Fees and Costs. If Declarant, the Association, or any other Lot Owner commences legal proceedings in court to enforce any provisions of this Declaration, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorneys' and paralegal fees and costs of said action.

Section 9.4 Right of Inspection. The Declarant and Association shall have the right to inspect any Lot for an alleged violation of any conditions, covenants, or restriction hereunder upon two (2) days prior written notice to the Lot Owner setting forth the alleged violation, or without prior notice if the alleged violation could reasonably be expected to result in imminent and serious harm to the person or property of another.

ARTICLE XI – MISCELLANEOUS

Section 10.1 Limitations of Liability. Neither the Declarant nor the Association, including their officers, directors, members, and managers, or their successors or assigns, shall be liable to any Lot Owner, occupant of any portion of the Property, or any other person or entity by reason of any mistake in judgment, negligence, nonfeasance, action or inaction, or for the enforcement or failure to enforce any provision of this Declaration. Every Lot Owner or occupant by acquiring its interest in the Property agrees that it will not bring any action or suit against the Declarant or the Association, their officers, directors, members, and managers, or their successors and assigns, to recover any such damages or to seek legal or equitable relief because of same.

Section 10.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in full force and effect.

Section 10.3 Construction and Binding Effect. This Declaration shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs, successors and assigns of the parties hereto, and time is of the essence in complying with the terms of this Declaration.

Section 10.4 Headings. The headings are included only for purposes of convenient reference, and they will not affect the meaning or interpretation of this Declaration.

Section 10.5 Term of Declaration. This Declaration and any amendments to it will remain in effect until the 50th anniversary of the date this Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana. Thereafter this Declaration will be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided herein.

Section 10.6 Notice. Except as otherwise provided in this Declaration, all notices required to be delivered hereunder shall be in writing and shall be delivered by the following methods and deemed effectively delivered as of the date hereinafter specified: (i) three days after it is deposited in the mail if it is delivered postage prepaid, (ii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, UPS, or similar operation) to the address of the person to whom it is directed provided it is sent prepaid, return receipt requested (if available), and (iii) on the date the notice is handed to the recipient if delivered in person.

Notice may be delivered to any address of the recipient on file with the Association. Anyone entitled to receive notice hereunder may, from time to time, change its address for receiving notices by delivering written notice thereof in the manner outlined above or to a valid email address for the Association.

IN WITNESS THEREOF to this Declaration, the undersigned hereunto sets his hand this date first above written.

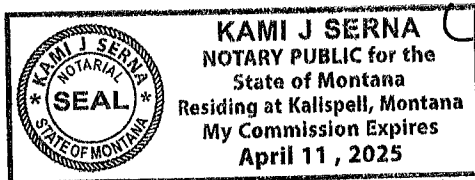
DECLARANT:

C & J LAND DEVELOPMENT LLC

By: Laura Isaacs
Laura Isaacs, its Member

STATE OF MONTANA)
 ss.
County of Flathead)

This instrument was acknowledged before me on the 3th day of October, 2024 by Laura Isaacs, Member of C & J Land Development LLC.



Kami J Serna
Notary Public for the State of Montana