



Debbie Pierson, Flathead County MT by JB

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FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HASKILL MOUNTAIN RANCH

Preamble of Restatement of Declaration: In May of 2024 the Haskill Mountain Ranch Subdivision real property was purchased by Sequoia Property Group LLC, and by the Assignment of Declarant Rights dated May 14th, 2024, all rights and interest of the former owner/Declarant as stated in the Declaration of Covenants, Conditions and Restrictions recorded as document number 201400006587 in the records of Flathead County, Montana were assigned and transferred to Sequoia Property Group, LLC. This First Restatement of the original Declarations, as directed and authorized by the new Declarant, Officers and Board of Directors of the Haskill Mountain Ranch Homeowners Association, Inc. has been executed and filed in order to amend the prior Declaration to accurately reflect the identity of the succeeding Declarant, and to amend specific provisions of the Covenants, Conditions and Restrictions as relate to the operation and management of the subdivision, and the conditions of use of the properties located therein.

ARTICLE I. DECLARATION - PURPOSES

Section 1.1 Property: The property which is subject to this Declaration of Covenants, Conditions and Restrictions of Haskill Mountain Ranch (this "Declaration") is described on the legal description marked as **Exhibit A**, attached hereto (the "Property"). The Property is owned by SEQUOIA PROPERTY GROUP, LLC, a Montana limited liability company (hereinafter referred to as the "Declarant").

Section 1.2 General Purposes: The purpose of this Restated Declaration is to insure the best use of the Property and the most appropriate development and improvement of each Lot within the Property; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of their Lot; to preserve so far as is practicable the natural beauty of the Property; to prevent the construction of inappropriate structures; to insure the highest and best development of the Property; to encourage and secure the building of attractive homes thereon with appropriate locations; to secure and maintain adequate setbacks and adequate open space between structures; and in general to provide adequately for a high quality of improvements on

the Property and thereby to enhance the values of improvements made by Owners. An additional purpose of this Declaration is to preserve the attractiveness of the access through Haskill Mountain Ranch to other property defined below as the Haskill Mountain West Property.

Section 1.3 **Declaration:** To further the general purposes herein expressed, the Declarant, for itself and its successors and assigns, does hereby declare that the real property described on Exhibit A attached hereto shall at all times be owned, held, used and occupied subject to the provisions contained in this Declaration and to the covenants, conditions and restrictions contained herein.

ARTICLE II. DEFINITIONS

Section 2.1 **Architectural Review Committee:** The committee appointed by Declarant or the Board of Directors as provided in Section 7.2, below, to review improvements to the Property as provided in Article VII, below.

Section 2.2 **Articles of Incorporation:** Articles of incorporation shall mean the Articles of Incorporation of Haskill Mountain Ranch Homeowners Association, Inc., as the same may be amended from time to time.

Section 2.3 **Bylaws:** Bylaws shall mean the Bylaws of Haskill Mountain Ranch Homeowners Association, Inc., as the same may be amended from time to time.

Section 2.4 **Common Area:** Common Area means the Property which is subject to this Declaration, but excluding the individual Lots within the Property. Thus, the Common Area includes the areas shown on the subdivision plat attached hereto and marked **Exhibit B** as open space, road and/or utility easements, and other property intended for the common use, benefit and enjoyment of the Owners and such other persons as may be permitted to use the Common Area under the terms of this Declaration or pursuant to any easement or contract with the Homeowners Association or the Declarant. Initially, the Common Area shall consist of the areas identified as "Open Space A (O.S. 'A')," "Open Space B (O.S. 'B')," "Open Space C (O.S. 'C')," and the road and/or utility easements shown on the final plat of Haskill Mountain Ranch, according to the map or plat thereof to be filed in the records of Flathead County, Montana.

The areas identified as "Open Space A (O.S. 'A')," "Open Space B (O.S. 'B')," "Open Space C (O.S. 'C')," shown on the final plat of Haskill Mountain Ranch, according to the map or plat thereof to be filed in the records of Flathead County, Montana, are hereby dedicated to be open space in perpetuity, which means that such areas shall not be used for residential development and such areas shall not be further divided or subdivided. Such areas may be used for the benefit and enjoyment of the Owners and such other persons as may be permitted to use the Common

Area under the terms of this Declaration or any under any easement or contract with the Homeowners Association or the Declarant. Acceptable uses and structures within these areas would include, without limitations, signs, an entrance gate in the area west of the intersection of Haskill Ranch Road and Browns Meadow Road, mail and newspaper delivery structures, a school bus turnout area and associated waiting area structure, solid waste collection area, tanker recharge area and any other similar common services.

Section 2.5 Common Expenses: Common Expenses means (i) all expenses incurred by the Homeowners Association in administering, servicing, conserving, constructing, managing, maintaining, repairing, improving or replacing the Common Area and any improvements located on it, (ii) all expenses incurred by the Homeowners Association in maintaining, repairing and replacing roads within Haskill Mountain Ranch and the entrance gate, (iii) all expenses incurred by the Homeowners Association in connection with acquiring, administering, servicing, conserving, constructing, managing, maintaining, repairing, improving, or replacing other infrastructure improvements which provide service to Haskill Mountain Ranch, regardless of whether such improvements also serve other properties which are not within Haskill Mountain Ranch, (iv) all expenses of maintaining, repairing, improving or replacing the perimeter fencing located near the exterior boundaries of Haskill Mountain Ranch, (v) premiums for the liability insurance carried by the Homeowners Association; (vi) all expenses incurred by the Homeowners Association in administering and managing the Homeowners Association; (vii) all expenses incurred by the Homeowners Association in any other activities undertaken for the common benefit of all or some of the Owners; and (viii) all expenses lawfully determined to be Common Expenses by the Board of Directors of the Homeowners Association, as provided in the Articles and Bylaws.

Section 2.6 Declarant: Declarant shall mean **Sequoia Property Group, LLC**. Declarant may assign its rights as Declarant to a third party purchaser of the Property only by a written instrument recorded in the records of Flathead County, Montana specifically stating that Declarant's rights as Declarant under this Declaration are assigned to the third party purchaser. Such instrument may specify the extent and portion of the rights or interests as a Declarant which are being assigned, in which case the initial Declarant shall retain all other rights as Declarant.

Section 2.7 Declaration: Declaration shall mean this First Restated Declaration of Covenants, Conditions and Restrictions of Haskill Mountain Ranch, as it may be amended from time to time.

Section 2.8 First Mortgage: First Mortgage means any mortgage, deed of trust, trust indenture, contract for deed, or other similar financial encumbrance granted by an Owner to secure a debt, which is recorded in the office of the Clerk and Recorder of Flathead County, Montana, which encumbers a Lot, and which is first in priority among all such mortgages, deeds of trust, trust indentures or other similar financial encumbrances. There can only be one First Mortgage with respect to a Lot. A "First Mortgagee" is the mortgagee under a First Mortgage or such mortgagee's assignee.

Section 2.9 **Haskill Mountain Ranch or the Property:** Haskill Mountain Ranch or the Property shall mean all of the real property located in Flathead County, Montana, described in Exhibit "A" attached hereto.

Section 2.10 **Homeowners Association:** Homeowners Association shall mean Haskill Mountain Ranch Homeowners Association, Inc., and its successors and assigns.

Section 2.11 **Lot:** Lot shall mean each separately conveyable tract, parcel or lot shown on a survey or subdivision plat recorded in the real estate records of Flathead County, Montana, of all or any part of the Property, regardless of how such separately conveyable tract, parcel or lot is created, including any such Lot owned by Declarant. The roads and common areas shown on any plat are not considered Lots. Any parcel of property owned, held or used by the Homeowners Association or owned, held or used in common by the Owners shall not be considered a Lot.

Section 2.12 **Owner:** Owner shall mean the person or persons, entity or entities who own of record, according to the real property records of Flathead County, Montana, fee simple title to a Lot, except that a person purchasing a Lot under a contract for deed which is recorded (or an abstract of which is recorded) in the records of Flathead County, Montana, shall be considered the Owner of the Lot. The term "Owner" shall include Declarant to the extent it is the owner of fee simple title to a Lot.

Section 2.13 **Period of Declarant Control:** Period of Declarant Control shall mean 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 twenty (20) years later (the period of Declarant control having been extended by formal action of the prior Declarant filed on April 30, 2024 in the records of Flathead County Montana), or (b) the date on which the Declarant has sold 90% of the Lots within Haskill Mountain Ranch. The Period of Declarant Control may be reinstated or extended by agreement between Declarant and the Homeowners Association upon such terms and conditions as the parties may agree. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will continue to have all the rights and duties ordinarily given to Owners under this Declaration.

ARTICLE III. HOMEOWNERS ASSOCIATION

Section 3.1 **Haskill Mountain Ranch Homeowners Association, Inc.:** Haskill Mountain Ranch Homeowners Association, Inc. shall act as a homeowners association for Haskill Mountain Ranch.

Section 3.2 **Powers:** The Homeowners Association shall have all such powers as permitted by the laws of the State of Montana, provided that the Homeowners Association shall be

subject to and abide by the provisions of this Declaration, as the same may be amended from time to time.

Section 3.3 **Membership:** All Owners of the Lots within Haskill Mountain Ranch shall be members of Homeowners Association, The Owners of any Lot shall automatically become members of the Homeowners Association and shall remain a member until such time as the ownership of such Lot ceases for any reason, at which time the corresponding membership in the Homeowners Association shall automatically cease.

Section 3.4 **Owners' Address:** Upon acquiring a Lot, the Owners of the Lot shall immediately inform the Homeowners Association of their names, the legal title holder of the property and of one address to which notices from the Homeowners Association should be sent. The Owners shall be responsible for informing the Homeowners Association of any change of address or ownership.

Section 3.5 **Voting:** There shall be one vote for each Lot. If a person or entity owns more than one Lot, that person or entity shall have as many votes as the number of Lots owned by that person or entity. If more than one person or entity has an ownership interest in a single Lot, such persons or entities must decide among themselves how the vote for that Lot shall be cast.

Section 3.6 **Management During Period of Declarant Control:** During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the directors and officers of the Homeowners Association. Each Owner, by acceptance of a deed to a Lot, does thereby irrevocably appoint Declarant as the Owner's proxy and attorney in fact to so appoint, remove and replace the directors of the Homeowners Association during the Period of Declarant Control. If Declarant so elects, Declarant may from time to time relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the directors and officers of the Homeowners Association; provided that any such relinquishment shall be expressed in writing to the Homeowners Association.

Section 3.7 **Management After Period of Declarant Control:** After the Period of Declarant Control, the Board of Directors shall be elected by the members of the Homeowners Association in accordance with the Articles of Incorporation and Bylaws of the Homeowners Association.

ARTICLE IV. COMMON AREA AND EASEMENTS

Section 4.1 **Common Area:** The Homeowners Association shall have jurisdiction and control over the Common Areas.

Section 4.2 **Easement over all Common Areas:** The Owners are granted and shall have a non-exclusive easement for use and enjoyment of all of the Common Areas, subject to such rules and regulations as the Homeowners Association may develop from time to time, and also subject to the rights reserved to Declarant and the reserved rights of any third parties with respect to the Common Area.

Section 4.3 **Retained Easement by Declarant:** Declarant reserves and shall have an easement over all of the Common Area, including all private road and utility easement areas, for ingress, egress and utilities and for all purposes. Declarant may permit others to use the Common Areas for ingress, egress and utilities, and may grant further easements to others for use of the Common Areas during the Period of Declarant Control.

Section 4.4 **Road Maintenance:** (a) Maintenance, repair, improvement and replacement of the entrance gate, the portion of Haskill Ranch Road, including the emergency access easements, shown on **Exhibit B** attached hereto, and the emergency egress roads identified in Subsection (e) of this Section 4.4 shall be shared between the Owners of Lots within Haskill Mountain Ranch and the Haskill Mountain Ranch Homeowners Association, Inc., and with the owners of the property described on **Exhibit C** attached hereto (the "Haskill Mountain West Property") and any homeowners association that is formed in connection with the Haskill Mountain West Property in accordance with an Easement and Maintenance Agreement that is recorded or will be recorded simultaneously with this Declaration in the records of Flathead County, Montana.

(b) All other roads within Haskill Mountain Ranch shall be maintained, repaired, improved and replaced solely by the Haskill Mountain Ranch Homeowners Association, Inc.

(c) Maintenance shall include plowing of snow. The roads shall be maintained in good condition to allow year-around access to all Lots. During the Period of Declarant Control, no gates, other impediments, or signage may be placed on any roads without the prior written consent of Declarant. The Homeowners Association may elect to landscape and/or maintain portions of road right-of-way not actually used for road purposes. The Homeowners Association may take such action as it deems appropriate to maintain the private character of the roads and to discourage usage of the roads by persons other than Owners and others holding easement rights to use the private roads, and their respective guests and invitees, to the extent permitted by Flathead County.

(d) The following emergency egress roads shall be maintained in good, passable condition suitable for use as emergency egress roads in accordance with the terms of an Easement

and Maintenance Agreement that is recorded or will be recorded simultaneously with this Declaration in the records of Flathead County, Montana:

- i. Forest Service (FS) Road 10501, and
- ii. That part of FS Road 2984 from its intersection with FS Road 10501 to its intersection with Brown's Meadow Road.

(e) All maintenance, repair, improvement and replacement expenses incurred by the Homeowners Association under this Section shall be considered Common Expenses.

Section 4.5 Perimeter Fencing: Certain fencing of the perimeter of Haskill Mountain Ranch was required as a condition of approval of the plat of Haskill Mountain Ranch. Declarant and the Homeowners Association reserve and shall have an easement for construction, maintenance, repair and replacement of any such perimeter fencing, including the right of access over the Lots to construct, maintain, repair and replace such perimeter fencing. Declarant, during the Period of Declarant Control, and the Homeowners Association, after the Period of Declarant Control, shall have the right to designate the location, design, materials and construction methods for installing the fencing from time to time. The Owners shall not remove, replace, maintain, paint, stain or otherwise alter or disturb the perimeter fencing without the prior written consent of Declarant, during the Period of Declarant Control, or the Homeowners Association, after the Period of Declarant Control.

Section 4.6 Property Taxes: It is acknowledged that, for property tax purposes, Flathead County and the State of Montana may allocate to each Lot a fractional, proportional share of the value attributable to the Common Areas. By accepting a deed to a Lot, the Owner agrees to this mechanism for property taxation and agrees to pay a proportional share (as allocated by Flathead County and the State of Montana) of the taxes attributable to the value of the Common Areas, while at the same time allowing the Homeowners Association to administer and control the Common Areas.

Section 4.7 No Dedication to the Public: Nothing in this Declaration will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect. The roads within Haskill Mountain Ranch are intended to be private roads, to be used by the Owners and others holding easement rights to use the private roads, their respective guests and invitees only, to the fullest extent permitted by Flathead County.

Section 4.8 Approval of Declarant: During the Period of Declarant Control, no construction of improvements shall take place within the Common Area nor shall any other changes or alterations be made to the Common Area or the uses within the Common Area without the prior written consent of the Declarant.

ARTICLE V. ASSESSMENTS

Section 5.1 **Assessments:** The Declarant, for each Lot owned by the Declarant, hereby covenants and agrees, and each Owner of any Lot, by acceptance of the deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Homeowners Association assessments for Common Expenses as provided herein, including Annual Assessments, Special Assessments and Default Assessments (collectively "Assessments"); provided, however, that the Declarant's responsibility for payment of maintenance costs and Common Expenses is controlled by Section 5.12, below. The Assessments shall be used exclusively to promote the recreation, health, safety, and general welfare of the Owners and occupants of Haskill Mountain Ranch.

Section 5.2 **Initial Contribution:** In addition to the Assessments provided herein, upon the initial sale of a Lot from Declarant to a third party, the purchaser shall pay the sum of \$750.00 per lot as an initial contribution to the working capital of the Homeowners Association. Such payment shall not be considered an advance payment of the Annual Assessment and shall not be refundable upon re-sale of the Lot.

Section 5.3 **Annual Assessment:** (a) The Board of Directors may levy upon and subsequently collect from each Owner an Annual Assessment for each Lot. The Annual Assessment shall reflect the Board's estimate of the requirements of the Homeowners Association to cover Common Expenses including, without limitation, the cost of maintenance, repair and operation of the Common Area; expenses of management; premiums for insurance coverage as deemed desirable or necessary by the Homeowners Association; snow removal, landscaping, care of grounds and common lighting within the Common Area; routine renovations within the Common Area; common water and utility charges for the Common Area; legal and accounting fees; management fees; expenses and liabilities incurred by the Homeowners Association under or by reason of this Declaration; payment of any deficit remaining from a previous Assessment period; and the creation or supplementing of a reserve fund for general, routine maintenance, repairs and replacement of improvements within the Common Area on a periodic basis, as needed. The initial Annual Assessment shall be \$950.00 per Lot.

(b) The Annual Assessment shall be equal for each Lot, unless the Board of Directors determines in good faith that a portion of the Annual Assessment benefits fewer than all the Lots, in which case such portion shall be assessed only against the benefited Lots. Road maintenance, repair, improvement and replacement shall be considered to benefit all Lots equally (regardless of where the road is located or which Lots the road serves), and such costs shall be apportioned equally among all Lots.

(d) Payment of the Annual Assessment shall be due and payable either annually or in installments, as the Board of Directors may provide.

Section 5.4 **Special Assessment:** (a) The Board of Directors may, from time to time, levy upon and subsequently collect from each Owner a Special Assessment for each Lot.

(b) Any Special Assessment shall be equal for each Lot, unless the Board of Directors determines in good faith that all or a portion of the Special Assessment benefits fewer than all the Lots, in which case all or such portion shall be assessed only against the benefited Lots, All road maintenance, repair, improvement and replacement shall be considered to benefit all Lots equally (regardless of where the road is located or which Lots the road serves), and such costs shall be, apportioned equally among all Lots,

(c) Payment of the Special Assessment shall be due and payable as the Board of Directors may provide.

Section 5.5 **Default Assessment:** (a) Any cost or expense (including attorneys fees) incurred by the Homeowners Association as a result of the failure of an Owner to abide by the provisions of this Declaration, or any expense of the Homeowners Association which is the obligation of an Owner or which is incurred by the Homeowners Association on behalf of the Owner pursuant to this Declaration, or any interest, late charge or other monetary obligation of an Owner under this Declaration (other than Annual or Special Assessments) constitutes a Default Assessment. If an Owner or a resident or guest of an Owner should cause damage to the Common Area or any property or improvement for which the Homeowners Association is responsible for maintenance, repair or restoration of such property or improvement, the Owner shall pay for the cost of repair or restoration of the damage caused. If such payment is not made within 30 days of billing for such cost, a Default Assessment may be levied against the Owner's Lot for such costs.

(b) Default Assessments are levied against the Lot or Lots of an Owner who incurs a Default Assessment.

(c) Default Assessments shall be immediately due and payable by the Owner, upon notice from the Homeowners Association of the amount of the Default Assessment.

Section 5.6 **Remedies for Nonpayment of Assessment:** Any installment of an Assessment which is not paid within thirty (30) days after its due date will be delinquent. In the event of such delinquency, the Homeowners Association may take any or all of the following actions:

(a) Assess a reasonable late charge for each delinquency at uniform rates set by the Board of Directors from time to time;

(b) Charge interest from the date of delinquency at uniform rates set by the Board of Directors from time to time, not to exceed the maximum rate of interest permitted by law;

- (c) Suspend the voting rights of the Owner during any period of delinquency;
- (d) Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once;
- (e) Bring an action against any Owner personally obligated to pay the delinquent Assessment charges;
- (f) File a statement of lien with respect to the Lot and foreclose as set forth in more detail below.

The remedies provided under this Declaration will not be exclusive, and the Homeowners Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section S.7 Assessment Lien: Any Assessment chargeable to a Lot will constitute a lien on the Lot, effective the due date of the Assessment. If the Assessment is not paid within thirty (30) days of its due date, the Homeowners Association may prepare and record a written lien statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Homeowners Association, and the delinquent Assessments amounts then owing. Any such statement will be signed by an officer or director of the Homeowners Association, and will be served upon the Owner of the Lot by certified mail to the address that the Homeowners Association has in its records for the Owner. Thirty days following the mailing of such notice to the Owner, the Homeowners Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana. The Homeowners Association will have the power to bid on a Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

Section 5.8 Liability for Assessment: All Owners of a Lot are personally responsible, jointly and severally, for all Assessments which become due at the time of their ownership, including interest, late charges, costs, expenses and attorney's fees incurred in collection of such Assessments.

All successors to the fee simple title of a Lot, except as provided in Section 5.9 and Section 5.10, will be jointly and severally liable with the prior Owner or Owners for any and all unpaid Assessments, including interest, late charges, costs, expenses and attorney's fees incurred in collection of such Assessments. However, any successor will be entitled to rely on the statement of status of Assessments given by the Homeowners Association under Section 5.1 l.

Section 5.9 Priority of Lien for Assessment: The lien of the Assessments will be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Montana, and to all other liens and encumbrances except the following:

(a) Liens and encumbrances recorded before the date of the recording of this Declaration;

(b) Liens for real estate taxes and other governmental assessments or charges duly imposed against the Lot by a Montana governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

(c) The lien for all sums unpaid on a First Mortgage recorded before the date of filing of a written lien statement for delinquent Assessments, including any and all advances made by the First Mortgagee, even though some or all of such advances may have been made subsequent to the date of filing of a written lien statement for delinquent Assessments, Any First Mortgagee who acquires title to a Lot by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Lot free of any claims for unpaid Assessments, interest, late charges, costs, expenses, and attorney's fees against the Lot which accrue prior to the time such First Mortgagee or purchaser acquires title to the Lot.

All other persons who hold a lien or encumbrance of any type not described in subsection (a), (b) or (c), above, will be deemed to consent that their lien or encumbrance will be subordinate to the Homeowners Association's future liens for Assessments, interest, late charges, costs, expenses and attorney's fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Section 5.10 Protection of First Mortgage: No violation or breach of, or failure to comply with, any provision contained in this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any First Mortgage on any property taken in good faith and for value and perfected by recording in the office of the Clerk and Recorder of Flathead County, Montana, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner or Owners and giving notice of such violation, breach or failure to comply. No violation, breach, failure to comply or action to enforce this Declaration shall affect, defeat, render invalid or impair the title or interest of the holder of any First Mortgage or the title or interest acquired by any purchaser upon foreclosure of any First Mortgage or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration.

Section 5.11 Statement of Status of Assessments: On written request, the Homeowners Association will furnish to an Owner or his designee or to any mortgagee a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or mortgagee has an interest. The information contained in such statement, when signed by an officer or director of the Homeowners Association, will be conclusive upon the Homeowners Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 5.12 **Declarant's Responsibility for Assessments:** Notwithstanding the foregoing, the Declarant, although a member of the Homeowners Association, shall not be responsible at any time for payment of any of the Assessments. The Declarant, however, shall at all times pay all expenses of maintaining the Lots that it owns, including any improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Homeowners Association from time to time, except expenses related to maintenance and use of the Lots and of the dwellings and other improvements constructed within or appurtenant to the Lots that are not owned by the Declarant. For purposes of the foregoing sentence, the Declarant's proportionate share of such expenses shall be based upon the ratio of all approved Lots for sale owned by the Declarant at the time the expense is incurred to the total number of Lots then in the Project. In no event shall the Declarant be responsible for payment of the cost of any improvements or other Special Assessments without the Declarant's written consent. Further, the Declarant shall in no event be liable for any assessment levied in whole or in part to purchase any Lot from the Declarant or to finance any litigation or other claim against the Declarant, any cost of investigating and preparing such litigation or claim, or similar related costs.

ARTICLE VI. RESTRICTIVE COVENANTS

Section 6.1 **Land Use:** The Property may be used only for single-family residential purposes. There shall be no commercial use on the Property. Rentals for a term of one month or more shall not be considered commercial use. Rentals for terms less than one month shall be prohibited. Home office or related uses which do not result in significant increased vehicular traffic shall not be considered commercial use. Ownership of a Lot by a corporation or other business entity shall not be considered commercial use. A business entity may allow its employees, directors, shareholders, partners or members to occupy a house constructed on the Lot on a temporary basis and may conduct occasional meetings or retreats at the house, and such uses shall be considered within the permitted uses under this Declaration. An office with paved parking may be constructed on the Property, at the discretion of the Declarant, to be used for managing development and for conducting Lot sales and the affairs of the Association.

Section 6.2 **Subdivision:** (a) No Subdivision of Platted Lots. There is a subdivision plat covering the Property that has been approved by the Flathead County Commissioners, subject to conditions. The final plat of this subdivision will be recorded. This Declaration will be recorded simultaneously with the recording of the final plat. Once the final plat covering the Property has been recorded, no Lot shall thereafter be further subdivided in any manner.

(b) **Change in Boundary Lines.** A change in boundary lines between adjacent owners shall not be considered subdivision. Two or more contiguous Lots may be combined to form a smaller number of Lots, however, such combination shall not reduce the number of votes in the Association or the obligation for Assessments of the Lots that are so combined.

(c) Future Development of Haskill Mountain West Property. The parties anticipate that, at some point in the future, the Haskill Mountain West Property will be developed or used for a different purpose than at present and that such development or differing use may involve the subdivision of the Haskill Mountain West Property into a greater number of lots than currently exist. It is expressly understood and agreed that any future development or use of the Haskill Mountain West Property will result in additional traffic and usage of the "spine road" through the Haskill Mountain Ranch Property (**Exhibit B**, Haskill Ranch Rd) over which the Haskill Mountain West Property has an easement. Such additional traffic is expressly contemplated by the parties and shall not give rise to a claim against the owner(s) of the Haskill Mountain West Property or their successors and assigns. The provisions and agreements contained in this Section 6.2(c) are covenants running with the properties within Haskill Mountain Ranch and shall be binding on the Owners of property within Haskill Mountain Ranch and the respective successors and assigns, and be for the benefit of the owners of the Haskill Mountain West Property and their respective successors and assigns.

Section 6.3 Structures: There shall be no more than one single-family residence and associated outbuildings per Lot. Each residential unit shall include, at a minimum, a two-car attached garage. Detached garages may be permitted if approved by the Architectural Review Committee. No guest houses will be allowed.

(a) Detached Guest Houses/Accessory Dwelling Units:

Permitted Use: Homeowners are allowed to construct and use detached guest houses on their properties, subject to the following conditions.

1. **Compliance with Regulations:** All detached guest houses must comply with all of the procedures, conditions, and standards stated in Article VII "Architectural Review" of these Declarations, all provisions of the Declarations as a whole, as well as all local, state, and federal regulations, including but not limited to zoning laws, building codes, and health and safety standards. All plans for the construction of detached guest houses must be submitted to the Architectural Review Committee for approval prior to the commencement of any construction. The HOA Board and the Architectural Review Committee reserve the right to require modifications to plans to ensure consistency with the subdivision's overall aesthetic and design standards.
2. **Construction Standards:** Detached guest houses must be constructed with materials and designs that are consistent with and complimentary to the primary residence and the aesthetic standards of the subdivision. The maximum size of a detached guest

house shall not exceed 1200 square feet. The height of the detached guest house shall not exceed the height of the primary residence.

3. **Setback and Placement:** Detached guest houses must be placed in the rear yard and shall maintain a minimum setback of 100 feet from all property lines. The placement of detached guest houses must ensure privacy for both the homeowner and neighboring properties.
4. **Occupancy and Use:** Detached guest houses may be used for hosting guests, extended family members, or as rental units, subject to HOA approval. Rental periods of less than one month of detached guest houses are prohibited. Guest house rentals must comply with all regulations on rental activity imposed by any State or local government agency, as well as those imposed by the HOA Board.
5. **Insurance:** Homeowners must ensure that their homeowner's insurance policy includes coverage for the detached guest house. Proof of insurance coverage for the detached guest house must be provided to the HOA upon request.
6. **Enforcement:** By adhering to these covenants, homeowners contribute to maintaining the quality and cohesiveness of the subdivision, ensuring a pleasant living environment for all residents. Any violation of these covenants regarding detached guest houses shall be subject to enforcement actions by the HOA, which may include fines, legal action, or other remedies as deemed necessary.

Section 6.4 **Building Sites and No Build Zone:** All residential dwellings must be built within the Lot's building envelope as determined by the Architectural Review Committee. If a proposed building pad has more than 25% cross slope, the Owner shall provide a geotechnical soils analysis conducted by a licensed professional engineer meeting all the requirements of Section 3.6(F) of the Flathead County Subdivision Regulations, which are to the effect that development of this Lot would pose no significant geological hazards to either this Lot or neighboring properties. The Owner shall be required to comply with the recommendations of the engineering report.

A "No Build Zone" is hereby declared on each side of Mount Creek, as shown on the plat of Haskill Mountain Ranch. In areas of slopes of 30% or greater, this zone shall extend up to the top of the slope break and to a width of 300 horizontal feet on each side of the stream. In areas where the slopes do not exceed 30%, the zone is 150 feet. This No Build Zone affects Lots 3 and 5. No structures shall be constructed within the No Build Zone, except as otherwise expressly permitted by the Plat of Haskill Mountain Ranch. The natural vegetation shall not be disturbed or replaced with lawns or other vegetation requiring fertilization or mowing.

Section 6.5 Dwelling Size: The single-family residential dwelling on each Lot must have a minimum living area, excluding open porches, basements, and garages as follows:

For Lots less than 20 acres:

- 1,500 square feet if the house is a one-story structure,
- 1,800 square feet if the house exceeds one-story or is a split-level structure.

For Lots 20 acres in size or larger:

- 1,800 square feet if the house is a one-story structure,
- 2,000 square feet if the house exceeds one-story or is a split-level structure.

No portion of any building shall be more than 35 feet from the ground, as measured from the average existing grade of the building site, as determined prior to any site preparation. However, the Architectural Review Committee may grant variances to these requirements if it is shown that such variance will not result in a negative impact to any adjoining owner or the subdivision as a whole.

Section 6.6 Dwelling Construction: All dwellings shall be constructed on the Lot and no trailer homes, mobile homes, modular homes, or prefabricated homes of any kind or type shall be placed on a Lot. All structures shall be constructed of new materials. However, suitable used materials such as used brick or beams may be utilized, provided that advance approval has been obtained from the Architectural Review Committee. All construction, once begun, shall be completed within 18 months after the start of construction. The dwelling shall not be occupied until such time that the above work is completed and all building debris is removed. There shall be no burying of construction debris on any Lot or Common Area. If construction activity on any Lot should cause damage to the roads or improvements, the cost or repair shall be solely borne by the Owner of the Lot. All construction shall conform to the Uniform Fire Code and Uniform Building Code. A driveway with gravel and culvert (if needed) shall be constructed on each Lot prior to site clearing, excavating of basement, or septic field. The Homeowners Association may adopt rules and regulations governing construction, including trash and debris removal, sanitary facilities, parking areas, restoration of damaged areas, fire protection and other construction activities.

Section 6.7 **Exterior Finishes.** Only Class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures. Use of reflective or shiny roofing is prohibited, as is wood shake roofing due to its flammability.

Section 6.8 **Condition and Reconstruction:** Each structure, once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. 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 exercise due diligence to rebuild, repair or restore the structure to its appearance and condition prior to the casualty within 9 months of the casualty, except that if a structure is substantially damaged or destroyed, the structure may be removed, provided the entire structure and foundation is removed and the ground is restored to its previous level and replanted within 9 months of the casualty.

Section 6.9 **No Temporary Structures:** No structure of a temporary character, trailer, basement, tent, garage, barn, or other outbuilding shall be used on any Lot at any time as residence, either temporarily or permanently. During construction of a dwelling, construction trailers may be used for purposes of construction. RVs and recreational trailers are permitted on a lot and may be occupied by the Owner, but only for the time period provided for the completion of construction as stated in these Declarations.

Section 6.10 **Outbuildings:** All outbuildings on a Lot shall be constructed with materials and designs that are consistent with and complimentary to the primary residence and the aesthetic standards of the subdivision and shall be kept and maintained in good condition, repair, and appearance. The Architectural Review Committee must approve the size, location and design of any outbuilding constructed on a Lot.

Section 6.11 **Utilities:** All utilities shall be placed underground.

Section 6.12 **Antennas, Poles, and Other Structures:** No antenna, poles, or other structures shall be erected unless approved by the Architectural Review Committee. Any satellite dish receiver must be 24 inches or less in diameter and located in the rear of the property or on an approved building.

Section 6.13 **House Numbers:** Owners shall maintain house numbers either on the house itself or at the driveway entrance. All house numbers shall be visible from the driveway entrance.

Section 6.14 **Fire Prevention Measures:** In construction and landscaping of houses, Owners shall create and maintain defensible space/vegetative clearance measures around structures that are in compliance with the Urban Wildfire Interface Code standards for the purpose of reducing fire danger.

Section 6.15 **Fences:** The appearance, height, location and construction materials of all fences must be approved by the Architectural Review Committee. Chain link, barbed wire, welded wire, and similar fences shall not be permitted unless set back from all roads within Haskill Mountain Ranch by at least 200 feet.

Section 6.16 **Vehicles and Watercraft:** All vehicles shall be parked in the garages or driveways and no vehicle shall be parked on the Common Area except on a temporary basis. The parking or storage of campers, camping trailers, recreational vehicles, pickup campers, trucks over 3/4 ton, boats, trailers, or unlicensed vehicles is prohibited unless in an enclosed garage or screened from view. Boats, rafts, other watercraft and their trailers may be parked on the driveway, or the side or rear of a lot from May 15th to October 15th. No outdoor maintenance, service, rebuilding, dismantling, painting, or repair work shall be performed on any vehicle outside of an enclosed garage, except for washing and polishing. No inoperable vehicles shall be stored on and Lot for a period exceeding 30 days unless in an enclosed garage or screened from view. The Association may promulgate rules and regulations for monitoring or restricting the use of motorcycles, motorbikes, snowmobiles, all-terrain vehicles and similar motorized vehicles within the Property.

Section 6.17 **Animals:** (a) The only animals which shall be kept on a Lot are dogs, cats and other small pets, or no more than five (5) hens which may be raised, bred, and kept on a Lot, provided that no pens or cages are visible from the road upon which the lot is located. Horses may be raised, bred and kept on Lots at the following rate:

1 horse for each 5 acres.

(b) Commercial production of such animals or other commercial use or boarding of animals shall not be permitted. Occasional sales or showing of animals shall not be considered commercial production or use. Animals shall be appropriately fenced in and dogs shall be restricted to their Owner's Lot and not be allowed to roam free. When off their owner's lot, all dogs shall be either on leash, or under reasonable voice control of the owner or the animals escort so as prevent nuisance to other Owners. No dog which barks, whines or can otherwise be heard on any frequent or continuing basis, shall be kept on any Lot.

(c) If horses are kept on Lots as permitted above, the Owners shall ensure that they are kept in a clean and sanitary manner and that no odor from the horses is able to reach nearby Lots. The horses shall be adequately sheltered, fenced in, and restricted to their Owner's Lot in accordance with plans which must be submitted for prior approval to the Architectural Review Committee. The horses shall not be ridden upon the paved road surface of any roads or upon other Lots within the Property except as necessary to access appropriate paths and terrain. Horses may be ridden along pedestrian/equestrian trails shown on a survey or subdivision plat recorded in the records of Flathead County and along the unpaved portion of any road easements. The

Owner riding in these areas shall be responsible for cleaning up any horse manure and for maintaining in good condition the areas where the horse riding occurs. The provisions of this Section shall not be deemed to grant to the public any rights to ride horses within Haskill Mountain Ranch.

(d) The Board of Directors may, from time to time, make rules and regulations governing or restricting the keeping of animals of any kind within the Property. Animals constituting a nuisance may be ordered by the Board to be kept within the residence of the Owner or ordered expelled from the Property.

Section 6.18 **Wildlife:** Feeding deer, birds or other wildlife is discouraged, as it will attract mountain lions and bears and endanger people, property and other wildlife. The Homeowners Association may regulate the feeding of wildlife by rules and regulations.

The original Declarant met with the Montana Department of Fish, Wildlife and Parks to review the Department's recommendations regarding safely living with wildlife. Attached to this Declaration as **Exhibit D** is a copy of such recommendations, and Owners acknowledge receiving a copy of such recommendations. Owners are encouraged to contact Montana Fish, Wildlife & Parks for stewardship practices as they relate to interactions with wildlife.

Section 6.19 **Nuisances:** No nuisance or unreasonably offensive or noxious activity, including noises (such as those from sound systems, firearms, fireworks, bells, whistles, loud motor vehicle engine exhaust, or other sound devices) and activities or objects that create an offensive odor, nor any other use, activity or practice shall be permitted on or within any Lot which is the source of significant annoyance or embarrassment to, or which significantly offends or disturbs, residents of Haskill Mountain Ranch or which materially interferes with the peaceful enjoyment or possession and proper use of any property by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant or its agents, contractors or designees, which are reasonably necessary to the development of and construction in Haskill Mountain Ranch.

Section 6.20 **Garbage and Refuse Disposal:** Owners shall arrange for periodic pick-up of garbage by only one private garbage contractor, or shall be personally responsible for regularly hauling their household waste to an appropriate facility. The Homeowners Association may elect to take over selection of a garbage contractor and may assess each participating Lot for an equitable share of the cost of garbage collection as a Common Expense. Also, all rubbish, trash, garbage and waste shall be kept inside a structure or in bear-proof garbage receptacles used on any Lot for temporary storage. All garbage receptacles and the areas in the vicinity of the receptacles shall be kept in clean and sanitary condition. Garbage receptacles shall not be visible from any roads. No disposal of garbage, rubbish, leaves or debris shall be allowed on any vacant Lot or Common Area. No burning or burying of trash will be allowed on any Lot or Common Area.

Section 6.21 **Signs:** No signs, billboards, banners, or advertising devices of any nature, other than:

- (a) standard sized "For Sale" signs advertising Lots for sale, located upon the subject Lot or within the right of way of the entrance of the subdivision at the intersection of Browns Meadow and Haskill Ranch Roads.;
- (b) an entrance sign to be maintained by the Homeowners Association for the Haskill Mountain Ranch Property; and
- (c) a sign at the entrance not to exceed 4' by 8' in size to be erected and maintained by Haskill Mountain Ranch, Inc. or the Declarant; and
- (d) a sign the entrance not to exceed 4' by 8' in size to be erected and maintained by the owner of the Haskill Mountain West property, their successors or assigns.

No signage may be erected or maintained on any part of Haskill Mountain Ranch, except as may be authorized by the Architectural Review Committee. The foregoing restrictions shall not apply to the business activities or advertising of the Declarant while any Lots remain unsold.

Section 6.22 **Drainage Control:** Reasonable precaution shall be taken during construction and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be re-vegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow. During construction, measures must be taken to accommodate any changes in the flow of water, from or through a Lot and onto adjacent Lots, provided that any such measures are approved in advance by the Architectural Review Committee.

Section 6.23 **Timber:** No timber shall be cut or sold from a Lot on a commercial basis, although with prior Architectural Review Committee approval, timber and foliage may be cut and portions of the Lot cleared for improvement to the Lot for residential, construction, views, sound forest husbandry, and recreational purposes.

Section 6.24 **Lot Landscaping:** Basic landscaping, including finish grading, seeding or sodding, must be completed within one year after date of occupancy. The Owner of each Lot shall develop a landscape plan and shall install initial landscaping which will tend to enhance, complement and harmonize with the adjacent property. Use of native plants is encouraged. Each Owner is responsible for re-vegetation of disturbed areas on that Owner's Lot and for the control and eradication of noxious weeds on that Owner's Lot in accordance with the requirements of the Flathead County Weed and Parks Department or successor agency. If the Homeowners Association shall receive complaints from other Owners, then, and in that event, it shall have the right to notify the Owner, and if the Owner does not immediately maintain his Lot, the Homeowners Association may have such maintenance of the grounds of the Lot performed as the Homeowners

Association shall determine as being reasonable, and the charges therefor shall be assessed against the Owner and the Owner's Lot as a Default Assessment.

Section 6.25 **Homeowners Association Landscape Maintenance:** The Homeowners Association shall be responsible for maintaining all landscaping installed or furnished by the Declarant on the Property and such other landscaping as the Homeowners Association may itself install or elect to maintain. All areas for which the Homeowners Association is responsible for landscaping shall be maintained by the Homeowners Association including re-vegetation of disturbed areas in such areas and for the control and eradication of noxious weeds in such areas in accordance with the requirements of the Flathead County Weed and Parks Department or successor agency.

Section 6.26 **Firearms and Fireworks:** No discharge of firearms or fireworks of any kind is permitted in Haskill Mountain Ranch, except that recreational shooting of firearms shall be permitted on lots of fifteen (15) acres or greater, in between the hours of 10AM and 6PM.

Section 6.27 **Fuel Tanks:** No fuel tanks above ground are allowed on any occupied Lot, unless screened from view from any road within Haskill Mountain Ranch.

Section 6.28 **Outdoor Lighting:** Ground level lighting of patio, deck, driveway and entryway areas of permitted structures on any Lot that do not light areas outside such Lot or create glare are permitted. No other exterior lighting is permitted except as may be authorized by the Architectural Review Committee.

Section 6.29 **Mail and Newspaper Delivery:** Declarant shall provide an area or areas for group mail delivery. Boxes at the group mail delivery facility will be assigned by the U.S. Postal Service. Newspaper/magazine tubes will be provided at the group mail delivery area.

Section 6.30 **Conditions Shown on Plat:** Owners shall abide by the terms and conditions of preliminary plat approval shown on the plat of Haskill Mountain Ranch.

Section 6.31 **No-Build Areas:** The areas shown on the plat of Haskill Mountain Ranch as "Wetland with 40 foot vegetative buffer," "Wildlife Corridor," or "No-Build Zones," shall remain as no-build zones in perpetuity. No homes, outbuildings or new, permanent roads are allowed in these areas. Notwithstanding the foregoing, acceptable uses and structures within these areas would include approved signs, an entrance gate in the area west of the intersection of Haskill Ranch Road and Browns Meadow Road, mail and newspaper delivery structures, a school bus turnout area and associated waiting area structure, solid waste collection area, tanker recharge area and any other similar common services, drain fields (in compliance with applicable statutes and regulations), wells, driveways, non-motorized trails, and temporary roads for timber management. Also, notwithstanding the foregoing, roads and utilities may be constructed and maintained over, under, across and on road and utility easements shown on the plat of Haskill

Mountain Ranch. Temporary roads for timber management shall be defined as un-surfaced, non-permanent roads necessary for hauling timber from the No Build Zones. Such temporary roads shall be blocked to vehicular traffic and allowed to re-vegetate within six (6) months of the completion of the Fire Hazard Reduction Agreement with the Montana Department of Natural Resources and Conservation.

The areas shown on the plat of Haskill Mountain Ranch (**Exhibit B**) as "Wildlife Corridor" and "No Build Zones" shall remain unobstructed for wildlife passage, to which end the provisions found in the Montana Fish, Wildlife, and Parks document titled "An Ideal Fence," a copy of which is attached as **Exhibit E**, shall be observed when fences are built in these areas.

The Declarant, during the Period of Declarant Control, and the Homeowners Association at all other times shall annually inspect the areas shown on the plat of Haskill Mountain Ranch as "Wetland with 40 foot vegetative buffer," "Wildlife Corridor," or "No-Build Zones" to ensure compliance with the provisions of this Section 6.31.

ARTICLE VII. ARCHITECTURAL REVIEW

Section 7.1 **Review:** In order to maintain harmony of external design and location in relation to surrounding structures, the quality and character of the subdivision as a whole and the properties located therein, the topography and native vegetation and to otherwise assist in achieving the general purposes of this Declaration, the following activities shall be subject to architectural review:

- a. Site preparation and removal of trees.
- b. Construction of any dwelling, structure, fence or other improvement on any Lot.
- c. Exterior modification of any dwelling, structure, fence or other improvement.
- d. Landscaping and modifications to landscaping.

None of these activities shall be undertaken without prior written approval of the Architectural Review Committee. Alterations or remodeling which are completely within a dwelling or structure and which do not change the exterior appearance of the structure are not subject to architectural review.

Section 7.2 **Architectural Review Committee:** The Architectural Review Committee shall consist of two or more persons. During the Period of Declarant Control, the members of the Architectural Review Committee shall be appointed by Declarant, and may include Declarant or parties related to or associated with Declarant. After the Period of Declarant Control, the members of the Architectural Review Committee shall be appointed by the Board of Directors of the

Homeowners Association. The group or entity appointing the members of the Architectural Review Committee may remove any such members and replace any members who are so removed.

Section 7.3 Pre-Design Meeting: Prior to the design of any residence, the Owner and the Owner's architect shall meet with the Architectural Review Committee to discuss the particular site, the Owner's desires for the residence, how such desires can be met in a manner consistent with the overall plan for Haskill Mountain Ranch and other matters preliminary to development of a design and plans for the residence.

Section 7.4 Application: When detailed plans have been developed but prior to undertaking any improvement or construction activities that are subject to architectural review, the Owner shall provide the Architectural Review Committee with detailed plans and specifications concerning the proposed improvement, including the following:

- a. Site plan showing the location of house, guest house, outbuildings, driveway or other structure proposed to be built or revised. The plan must also show finished grade elevations.
- b. A complete set of floor plans and elevations showing all dimensions and finished square footage.
- c. Plans shall include exterior colors, materials, and finishes and indicate outdoor lighting.
- d. A landscaping plan showing all landscaping and any areas that will be left in their natural condition.

The Architectural Review Committee may require that the applicant submit additional information or materials reasonably required to perform its review function. In addition, the applicant shall submit the fee to the HOA for architectural review which shall initially be the sum of \$650.00. The review fee may be revised or increased from time to time by the Architectural Review Committee if deemed necessary to satisfy the costs of home site or plan evaluation, including the engagement of outside professionals or services.

Section 7.5 Action by Committee: Upon receipt of plans and other material, the Architectural Review Committee shall review the proposed improvement to determine whether it is in accordance with the goals stated in Section 7.1 and is otherwise in conformance with this Declaration and any guidelines adopted by the Architectural Review Committee. The Architectural Review Committee may engage outside consultants and other professionals to review submissions, the cost of which shall be borne by the person or entity making the application or request. The Architectural Review Committee shall respond to the proposal in writing, stating its approval or the reasons for its disapproval. The Architectural Review Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in spe-

cific situations and may permit compliance with different or alternative requirements. The Architectural Review Committee shall not unreasonably delay in acting upon an application. The Architectural Review Committee may monitor construction to ensure that the approved plans are being followed.

Section 7.6 Guidelines: The Architectural Review Committee may, but shall not be required to develop guidelines for its architectural review.

Section 7.7 Deposit: The Architectural Review Committee may require each Owner to provide a deposit in an amount set by the Architectural Review Committee to ensure the completion of construction and improvements as approved, that the roads and other common properties and adjacent property are not damaged during construction and that the other provisions of this Declaration and applicable rules and regulations are not violated during construction. If the construction is completed without such damage or violation, the deposit shall be returned to the Owner (without interest). If there has been such damage or violations (including failure to timely complete approved improvements) the deposit may be applied toward remedying such damage or violations. If the Owner disagrees that such damage or violations have occurred, the Architectural Review Committee shall give the Owner an opportunity to meet with the Architectural Review Committee and provide the Committee with such evidence as the Owner may desire. After considering such evidence, the Architectural Review Committee shall make a determination of whether such damages or violations occurred, including the amount thereof, and the determination of the Committee, made in good faith, shall be final. If the cost of remedying any such damage or violations exceeds the deposit amount, the Owner shall be responsible for any excess costs. Initially, the deposit amount is set at \$1,500.00. The deposit amount may be revised from time to time by the Architectural Review Committee.

Section 7.8 Liability: It is not the function of architectural review to determine the adequacy, completeness, or safety of plans, or whether plans submitted comply with any building codes or other regulations, or to assure that any construction is done properly or in full accordance with the plans. Neither the Declarant, the Homeowners Association, the Architectural Review Committee nor their respective members, officers, directors, employees or agents shall be responsible or liable for the defects in any plans or specifications submitted, revised or approved under this Article, nor for any defects in construction pursuant to such plans and specifications. The Architectural Review Committee will use reasonable judgment in accepting or disapproving all plans and specifications submitted to it. Neither the Architectural Review Committee nor any individual member of the Architectural Review Committee will be liable to any person for any official act of the Architectural Review Committee in connection with submitted plans and specifications, except to the extent the Architectural Review Committee or any individual member of the Architectural Review Committee acted with malice or harmful intent.

Section 7.9 Other Required Approvals: Compliance with the Haskill Mountain Ranch design review process is not a substitute for compliance with any applicable building, zoning or other regulations issued by any governmental body, and each Owner is responsible for

obtaining all approvals, licenses, and permits as may be required prior to commencing construction. Approval of plans and specifications under this Article does not assure compliance with or approval by any applicable governing body of their respective building requirements or regulations.

ARTICLE VIII. ENFORCEMENT AND REMEDIES

Section 8.1 Who May Enforce: (a) Each provision contained in this Declaration shall be enforceable by the Homeowners Association, the Architectural Review Committee, Declarant (so long as Declarant owns one or more Lots) and/or by any Owner who has first made written demand on the Homeowners Association to enforce such provision and 30 days have lapsed without appropriate action having been taken by the Homeowners Association.

(b) In addition, in order to preserve the attractiveness of the access through Haskill Mountain Ranch to the Haskill Mountain West Property, restrictive covenants contained in Article VI of this Declaration are also intended to be for the benefit of the owners of the Haskill Mountain West Property and any owners association that may be formed with respect to the Haskill Mountain West Property (referred to herein as the "Haskill Mountain West Owners Association", and which shall include any such association by whatever name is used when such an association is formed). For good and valuable consideration, the receipt of which is acknowledged, Declarant, for itself and its successors and assigns and all future Owners of the Haskill Mountain Ranch and each Lot therein, agrees that the covenants, conditions and restrictions contained in Article VI of this Declaration are also to the benefit of, and are hereby granted for the benefit of, and may also be enforced by any owner of the Haskill Mountain West Property or any Haskill Mountain West Owners Association and their respective successors and assigns. Declarant hereby grants to the owners of the Haskill Mountain West Property and any Haskill Mountain West Owners Association and their respective successors and assigns the benefits of and right to enforce all covenants, conditions, restrictions and negative easements restricting the use of the Haskill Mountain Ranch in accordance with the provisions of Article VI of this Declaration, which covenants, conditions, restrictions and negative easements shall run with the properties within Haskill Mountain Ranch and be binding on the Owners of property within Haskill Mountain Ranch and their respective successors and assigns and be for the benefit of the owners of the Haskill Mountain West Property and any Haskill Mountain West Owners Association and their respective successors and assigns. Prior to taking enforcement action, any owner of any Haskill Mountain West Property and any Haskill Mountain West Owners Association shall provide to the Haskill Mountain Homeowners Association, Inc. written notice of the violation and a demand for the Haskill Mountain Homeowners Association, Inc. to take action to cure the violation. If the Haskill Mountain Homeowners Association, Inc. has not taken action to cure the violation within 30 days of such written notice, then the owner of the Haskill Mountain Property or any Haskill Mountain West Owners Association may take action against the Owner alleged to be responsible for the violation to enforce the covenant, condition, restriction and negative easement in ques-

tion. The owners of the Haskill Mountain Property or any Haskill Mountain West Owners Association shall have the same rights of enforcement and shall be entitled to the same remedies as any owner of the Haskill Mountain Property and/or the Haskill Mountain Homeowners Association, Inc.

Section 8.2 Enforcement Action: Any enforcement action may be by a proceeding against the party or parties violating or attempting to violate any one or more of the provisions of this Declaration. This right of enforcement shall include the right to seek such relief as may be provided at law or in equity, including but not limited to a temporary or permanent injunction to prevent or abate such violation and/or a suit or action to recover damages.

Section 8.3 Nuisance: Any action or omission which violates any provisions of this Declaration is declared to be a nuisance. Every remedy allowed by law or in equity against an Owner shall be applicable in case of any such violation and may be exercised by the Homeowners Association, the Architectural Review Committee, Declarant (so long as Declarant owns one or more Lots) and/or any other Owner who has given the notice required above, and, as to the provisions noted in Section 8.1(b), above, by any owner of the Haskill Mountain West Property or any Haskill Mountain West Owners Association, who has given the notice required above.

Section 8.4 Entry: In addition to the rights stated above, the Homeowners Association, the Architectural Review Committee, and/or the Declarant (so long as Declarant owns one or more Lots) shall have the right to enter upon any part of the Property (including the privately owned Lots) at any reasonable time to inspect for possible violation of this Declaration. Where the inspection shows that a violation of this Declaration exists, the Homeowners Association, the Architectural Review Committee, and/or the Declarant (so long as Declarant owns one or more Lots) shall have the right to enter, abate and remove any structure, improvement, landscaping, thing or condition causing the violation, at the expense of the Owner of the Lot where the violation exists, without any liability to the Owner for trespass or any other claim resulting from the entry, abatement or removal.

Section 8.5 Cumulative: The remedies specified in this Section are cumulative. The remedies specified in this Section are not intended to be exclusive and do not preclude resort to any other remedy at law or in equity.

Section 8.6 No Waiver or Estoppel: No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of, or an estoppel of that party to assert any right available to the party upon the recurrence or continuation of the violation or the occurrence of any different violation. No provision of this Declaration shall be construed so as to place upon the Declarant or any other party any duty to take any action to enforce this Declaration.

ARTICLE IX. DURATION AND AMENDMENT

Section 9.1 **Duration of Declaration:** The provisions of this Declaration are intended to be easements and covenants running with the land, and are intended to be perpetual, except as amended or terminated as provided below. If any provision contained in this Declaration is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation, such provisions shall continue and remain in full force and effect for the maximum period permitted by law, or until the provisions contained in this Declaration are amended or terminated as provided below, whichever first occurs.

Section 9.2 **Amendment during Period of Declarant Control:** During the Period of Declarant Control, this Declaration may be amended by Declarant as provided in this Section 9.2. Declarant shall prepare the form of amendment. The form of amendment and a notice of the Owners' rights under this Section 9.2 shall be mailed to each Owner by first class mail, postage prepaid, to the address of the Owner on the records of the Homeowners Association. Unless written objection is received by Declarant from the Owners holding 80% or more of the votes of existing Owners within 30 days of the mailing of the notice to the Owners, the action proposed to be taken by the Declarant shall be considered approved and shall become final. The Declarant shall then record in the records of Flathead County, Montana, a document stating the action taken, together with a certificate certifying that notice was given to the Owners as required herein and that fewer than 80% of the Owners objected to the action. In addition, the consent of the required number of the owners of the Haskill Mountain West Property or any Haskill Mountain West Owners Association shall also be obtained as required under Section 9.6, below.

Section 9.3 **Amendment after Period of Declarant Control:** After the Period of Declarant Control, this Declaration may be amended or repealed as provided in this Section 9.3. Any amendment shall require the consent of the Owners of sixty percent (60%) of the Lots. Such consent may be evidenced by written consent or by vote at a regular or special meeting of the members of the Homeowners Association, or by a combination of written consents and votes. Voting or written consents may be accomplished by email correspondence. When approved, the amendment, together with a certification of two (2) officers or directors of the Homeowners Association certifying that the required consent of Owners was obtained, shall be recorded in the records of Flathead County, Montana. In addition, the consent of the required number of the owners of the Haskill Mountain West Property or any Haskill Mountain West Owners Association shall also be obtained as required under Section 9.6, below.

Section 9.4 **Unilateral Amendment by Declarant:** At any time, before or after the Period of Declarant Control, so long as Declarant owns a Lot, Declarant may unilaterally amend this Declaration (1) if such amendment is solely to comply with applicable law or correct a technical or typographical error, (2) if such amendment does not adversely alter any substantial rights of any Owner or mortgagee, or any owner of the Haskill Mountain West Property, (3) in order to meet the guidelines or regulations of a mortgagee or insurer including, but not limited to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Fed-

eral Housing Administration, or the Veterans Administration or any similar agency. Such amendments shall not require approval of any Owners.

Section 9.5 **No Amendments Concerning No-Build Areas:** Notwithstanding any other provisions of this Declaration, no amendment of Section 6.31 shall be permitted.

Section 9.6 **Amendments Requiring Approval of Haskill Mountain West:** Notwithstanding any other provisions in this Declaration, any amendment to this Declaration shall require the written or confirmed email consent of the owners of sixty percent (60%) of the lots or other separately conveyable parcels of land in the Haskill Mountain West Property or the written consent of any Haskill Mountain West Owners Association.

ARTICLE X. MISCELLANEOUS

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

By way of clarification, the Haskill Mountain West Property is not intended to be encumbered by this Declaration, or by the Articles of Incorporation or Bylaws of the Haskill Mountain Ranch Homeowners Association, Inc. The Haskill Mountain West Property and its owners and any homeowners association formed for the Haskill Mountain West Property are only intended to be benefitted by and have rights to enforce the specific covenants, conditions and restrictions enumerated in Section 8.1(b), above. The owners of the Haskill Mountain West Property are not

members of the Haskill Mountain Ranch Homeowners Association, Inc., are not subject to any assessments levied by the Haskill Mountain Ranch Homeowners Association, Inc., and are not subject to architectural review by the Haskill Mountain Ranch Homeowners Association, Inc. or its Architectural Review Committee. The foregoing shall in no way limit the Haskill Mountain Ranch Homeowners Association from enforcing any rights it has under the Easement and Maintenance Agreement by and between SEQUOIA PROPERTY GROUP, LLC, HASKILL MOUNTAIN RANCH HOMEOWNERS ASSOCIATION, INC, and the owners and successors in interest to the HASKILL MOUNTAIN WEST property.

Section 10.2 **Variances:** To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions of this Declaration, and, so long as Declarant owns one or more Lots, Declarant may grant reasonable variances from the provisions of this Declaration. No variance shall materially injure or materially adversely affect any other part of the Property or other Owner or occupant, or, in the case of variances to the specific provisions noted in Section 8.1(b), shall materially injure or materially adversely affect any owner of the Haskill Mountain West Property. No variance granted pursuant to the authority of this Section shall constitute a waiver of any provision of this Declaration as applied to any other party or any other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable zoning ordinances or similar law. All provisions of this Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

Section 10.3 **Limited Liability:** Neither the Declarant, the Homeowners Association, the Architectural Review Committee or, their respective officers, directors, employees or agents shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice,

Section 10.4 **Successors and Assigns:** Except as otherwise provided herein, the provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Homeowners Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

Section 10.5 **Severability:** Invalidity or unenforceability of any provision contained in this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

Section 10.6 **Captions:** The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

Section 10.7 **Construction:** When necessary for proper construction, the masculine of any word used in any provisions contained in this Declaration shall include the feminine or neuter gender, and the singular the plural, and vice versa.

Section 10.8 **Limited Liability:** Neither the Declarant, the Homeowners Association, the Architectural Review Committee or, their respective officers, directors, employees or agents shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

Section 10.9 **Successors and Assigns:** Except as otherwise provided herein, the provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Homeowners Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

Section 10.10 **Severability:** Invalidity or unenforceability of any provision contained in this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

Section 10.11 **Captions:** The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

Section 10.12 **Construction:** When necessary for proper construction, the masculine of any word used in any provisions contained in this Declaration shall include the feminine or neuter gender, and the singular the plural, and vice versa.

Section 10.13 **Attorneys' Fees:** In the event of a dispute arising under any provision contained in this Declaration, the prevailing party shall be entitled to its reasonable costs and attorneys' fees incurred.

DATED this 27th day of September 2024

Signature of Declarant and Owner of **Haskill Mountain Ranch Property**:

SEQUOIA PROPERTY GROUP, LLC

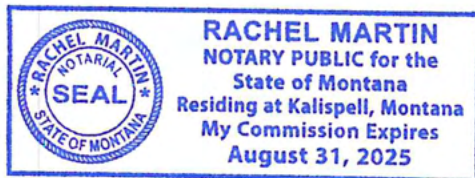
By: Ber 2m

Its: Manager

STATE OF Montana

COUNTY OF Flathead :SS

This instrument was acknowledged before me on the 27th day of September 2024, by Bertram Winrow, as Manager of SEQUOIA PROPERTY GROUP, LLC.



Notary Public for the State of Montana

Rachel Martin
[print or type name of Notary]

Residing at Kalispell

My Commission expires 8-31, 2025

Signatures of Owners of **Haskill Mountain West Property:**

HASKILL MOUNTAIN RANCH, INC.:

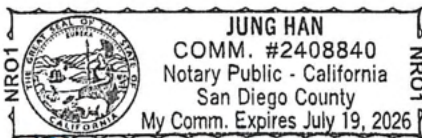

By: Gregory S. Carter (print name)
Its: President (title)

STATE OF CALIFORNIA

:SS

COUNTY OF SAN DIEGO

This instrument was acknowledged before me on the 31 day of JANUARY, 2025, by GREGORY S. CARTER, as PRESIDENT of HASKILL MOUNTAIN RANCH, INC.





Notary Public for the State of CALIFORNIA

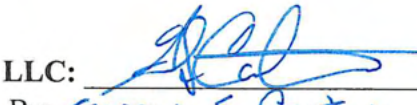
JUNG HAN

[print name of Notary]

Residing at SAN DIEGO

My Commission expires July 19, 2026

CROWN NORTHWEST PROPERTIES, LLC:

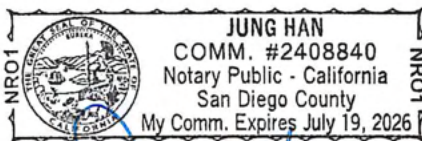

By: Gregory S. Carter (print name)
Its: Member (title)

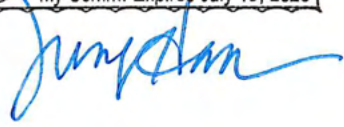
STATE OF CALIFORNIA

:SS

COUNTY OF SAN DIEGO

This instrument was acknowledged before me on the 31 day of JANUARY, 2025, by GREGORY S. CARTER, as MEMBER of CROWN NORTHWEST PROPERTIES LLC.





Notary Public for the State of CALIFORNIA

JUNG HAN

[print name of Notary]

Residing at SAN DIEGO

My Commission expires July 19, 2026

EXHIBIT A - LEGAL DESCRIPTION

HASKILL MOUNTAIN RANCH PROPERTY

Haskill Mountain Ranch subdivision, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana as Plat number 20140015 and recorded as Document Number 201400006586.

(Formerly described as Tract 2, Certificate of Survey No. 17184, in Sections 10 and 11, T26N, R23W, records of Flathead County, Montana)

Plat Of

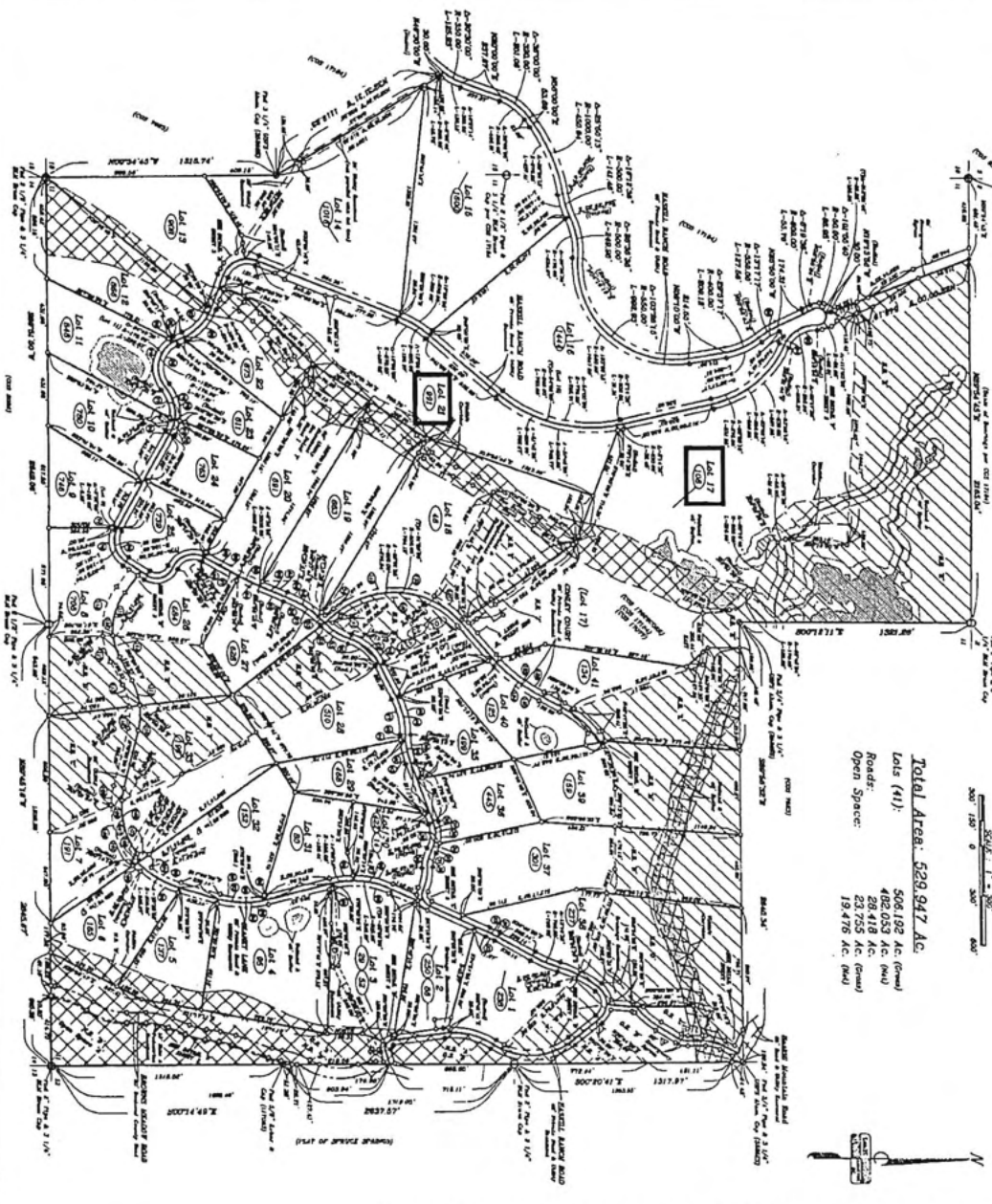
HASKILL MOUNTAIN RANCH

A Subdivision Located In

NE1/4 & SE1/4 SEC. 10 & W1/2, SE1/4 & S1/2NE1/4 SEC. 11,
T.26N., R.23W., P.M.M., FLATHEAD COUNTY, MONTANA

SANDS SURVEYING, Inc.
2 Village Loop
Kalspeil, MT 59901
(406) 755-6481

JOB NO: 291601 (PROJECT 2272001)
DRAWING DATE: (FINAL PLAT (8-12-12) DMC)
COMPLETED DATE: AUGUST 20, 2012
FOR/OWNER: 1/14/14
FLORIDA FATHHEAD LLC



No.	Name	2010			2011			2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	30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[illegible]

Plot # 20140015 Abstract# 2588
 20140006546 Fees: \$44.50 By: TM
 by S&BDS SLR/
 Date 4/18/2014 Time 10:44 AM
 Pads: 8000000, Farnham Quarry Montana

SHEET 2 OF 3 SHEETS
FILE No. 20140015

[illegible]

EXHIBIT C - LEGAL DESCRIPTION

HASKILL MOUNTAIN WEST PROPERTY

Property owned by Crown Northwest Properties, LLC:

The South Half of the Northwest Quarter (S1/2 NW1/4), the Southwest Quarter (SW1/4) and the South Half of the Southeast Quarter (S1/2 SE1/4) in Section 3, Township 26 North, Range 23 West, P.M.M., Flathead County, Montana.

Property Owned by Haskill Mountain Ranch, Inc:

Tracts of land situated, lying and being in Sections 8 and 9; and in the Northeast Quarter of the Northeast Quarter of Section 18, Township 26, Range 23 West, P.M.M., Flathead County Montana, know as:

Tracts 1,2,3,4,5,6,7,8,9,10,11,12,13,14 and 15 of Certificate of Survey No. 17077.

AND:

Tract 1 of of Certificate of Survey No. 17184, located in the North Half of Section 8; in the North Half and in the Northeast of the Southwest, and in the North Half of the Southeast Quarter of Section 9; in the North Half and in the North Half of the South Half of Section 10; and in the West Half of Section 11, all in Township 26 North, Range 23 West, P.M.M., Flathead County, Montana.

For Further Assistance

There is a vast amount of information available to help you prevent and control wildlife damage. Your best sources of information are local nurserymen and garden centers, county extension offices, animal control personnel and FWP offices. Most of these organizations have brochures and websites to assist you. Listed below are a few of these helpful resources.

For Further Information

K-State Wildlife Management Library. Website: <http://www.oznet.ksu.edu/library/wildlife/>.

Nuisance Animals. 1997. John Trout, Jr. Midwest Publishing, Tennyson, IN.

Pocket Guide to The Humane Control of Wildlife in Cities & Towns. Guy Hodge, ed. Falcon Press Publishing, Helena, MT.

Prevention and Control of Wildlife Damage. 1994. Cooperative Extension Division, Institute of Agriculture and Natural Resources, University of Nebraska, Lincoln, NE.

The Internet Center for Wildlife Damage Management. Website: <http://wildlifedamage.unl.edu/>

Urban Wildlife Habitats: A Landscape Perspective. L.W. Adams. 1994. University of Minn. Press, Minneapolis, MN.

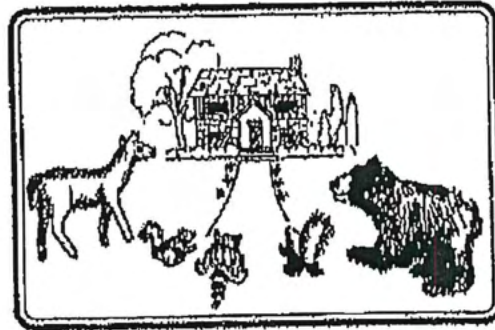
Wildlife Damage Control. Website: <http://www.wildlifedamagecontrol.com/>

Wild Neighbors The Humane Approach to Living with Wildlife. 1997. John Hadidian, Guy Hodge and John Grandy, eds. The Humane Society of the United States, Washington, D.C.

Wildlife Solutions Online. Website: <http://www.wildlifesolutionsonline.com/index.html>

Putting Out the Unwelcome Mat

Wildlife damage is an increasing problem due to expanding human populations and loss of wildlife habitat. Wildlife often finds our yards and gardens as rewarding substitutes for lost or changed habitats.



Understanding

*The key to living with wildlife
is learning to understand them.*

Mother Nature controls wildlife populations through the availability of food and shelter. Animals are opportunistic, and will take advantage of any source of food and shelter. Understanding the feeding habits, seasonal cycles, reproduction and other behavioral patterns will help you develop a strategy to prevent wildlife damage and live with wildlife.

**Living
with
Wildlife**
www.fwp.state.mt.us

Identification

Determine the species and number of animals involved.

Knowing the species of animal causing damage allows you to develop a plan based on an understanding of the ecology and life history of the species. For example, because porcupines are attracted to salt, a trap should be baited with salt soaked wood.

There is no one best method to use for prevention and control of wildlife damage around the home. Take an integrated approach and use a variety of methods and techniques. Alternate or rotate techniques and constantly try new and different approaches. You'll need to analyze your property, and then plan your landscaping, choose your plants carefully, install appropriate barriers, and remove or make the attractants less attractive.

Attractions

What is attracting wildlife to your yard?

Food and shelter are the most common attractions.

Food: Bears, raccoons, skunks, gulls, ravens and other species are attracted to garbage, pet food, dirty barbecue grills, bird feeders, compost piles and other food sources. Always dispose of waste properly and keep food attractants out of reach:

- Remove obvious sources of food.
- Store food in animal proof containers or indoors.
- Place bird feeders out of the reach of deer.
- Use metal posts or wrap metal sheets around bird feed poles to keep out raccoons and other climbers.



Many landscape and garden plants are attractants for wildlife. One option is to plan your landscaping to eliminate as many of those preferred food plants as possible. Using wildlife repellants, repellent plants, plastic netting and fencing are other options. Your local nurseryman, garden center and county extension office are good sources of information on proper plants, repellants and garden netting for your area.

When deer or other wildlife populations increase or as their food supplies decrease, they easily overcome their aversion to repellants and their distaste for certain plants.

Neighbors who feed deer and bear naturally increase the number of deer and bear in the neighborhood. The result is not only damage to landscape and gardens, but also increased hazards to public safety.

Urban deer may attract mountain lions and will increase the number of automobile/deer collisions. Encouraging bears to enter populated areas can habituate them to humans and is an obvious public safety hazard.



Feeding deer and bear is illegal in Montana. Talk to your neighbors about the dangers of attracting deer or bear. If the situation continues, contact your local Game Warden for assistance.

Shelter: Raccoons, skunks, squirrels, bats, mice, rats and many birds will seek shelter in and under homes, sheds and other buildings.

Many times the key to living with wildlife is preventing wildlife intrusions.

The first step to preventing intrusions is to keep your house and other buildings in good repair. Wildlife are ingenious and will take advantage of any opportunity they find. Trim tree limbs out away from the house to keep squirrels and raccoons off the roof. Place metal sheets on the corners of the house to prevent raccoons from climbing up.

Consider how attractive your house may be to wildlife. It has many advantages over a tree or den. Your house is warm, insulated, dry, secure, and doesn't sway when the wind blows.

If wildlife find a weak shingle, rotted wood, or a crack in the foundation they will claw or chew their way inside. Check your home and out-buildings for areas where wildlife can enter. Common entry points include:

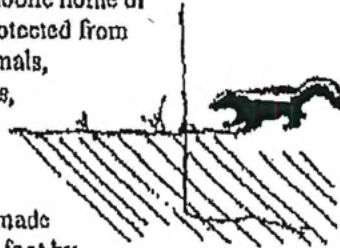
- Roof vents
- Foundation openings
- Roof and fascia spaces
- Roof fascia interfaces
- Plumbing vent pipes
- Cellar/crawl space doors
- Chimneys
- Window wells



Exclude wildlife by blocking, covering and sealing these entrances to prevent unwanted guests. Galvanized $\frac{1}{4}$ " or $\frac{1}{2}$ " wire will work for many openings. However, $\frac{1}{2}$ " wire may not preclude all bats. Block entrances when the animals are outside and insure that there are no young animals left inside.

The area under a porch, crawl space, mobile home or shed can be protected from burrowing animals, like like skunks,

by constructing a barrier. The best barrier is made by digging a 1-foot by 1-foot trench around the base of the structure. Then attach $\frac{1}{4}$ " or $\frac{1}{2}$ " wire mesh or hardware cloth to the wall or side of the structure. Extend the wire down into the trench and bend the bottom of the wire to the outside. The wire will then form an "L" with the bottom leg extending to the outside about another foot. This buried L-shaped barrier keeps animals from digging under the structure. This same technique works along the bottom of fences. Wherever the animal digs along the barrier, it will keep meeting mesh.



Wildlife will also seek shelter in debris, brush, rocks, wood and lumber piles. Remove them and you will remove the attraction.

Harassment

During the summer water sprinklers, especially those with a concentrated jet activated by motion detectors, have been effective to deter deer and other wildlife. Sometimes a program of harassment with tennis balls, paint ball guns and other non-lethal methods is needed to deter wildlife.

Fencing

A variety of fencing options can be installed.



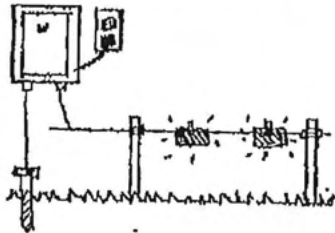
Fencing is the foolproof method of protecting plants, trees and gardens from damage by non-climbing wildlife.

- Fencing must be high enough to keep out the jumpers like deer. For deer the recommended fence height is 8 feet. See the Living With Deer brochure or web page for more information on deer fences.

- Burying a fence may be necessary to keep out the burrowers like ground squirrels, marmots and skunks.

- Climbers like raccoons and squirrels will take other techniques to preclude them from your yard.

- Electric fences are often very effective, but may be illegal in your community or neighborhood.



Keeping an active and aggressive dog enclosed in a yard is a great deterrent to most wildlife. For a dog to be effective in keeping out nocturnal wildlife, it must have access to the yard both day and night. A pet door from the house or garage will provide shelter for the dog and allow it free access to the yard.

If fencing the entire property is out of the question, consider putting individual fences around trees and shrubs. These fences need only be 4' tall and out far enough to protect the trunk of the tree and any lower branches. After a few years the fences may be removed from many trees. As trees mature and get larger they are better able to withstand browsing and rubbing.



Removal

The last resort is removing the wild animal.

Even after you have removed the attractants and installed barriers, there still may be a problem. As a last resort, you may have to remove individual animals. There are a number of lethal and non-lethal options available. Contact your local Animal Control Officer, County Extension Office, Fish, Wildlife and Parks (FWP) Office, Animal Shelter, Humane Society or Animal Damage Control Company for assistance with other preventative methods or removal of the animal. Some animal shelters, animal control offices, and FWP offices have live traps available for you to borrow or lease. Most of these organizations maintain a list of individuals and businesses that will assist you with other remedies or removal of animals.

Relocating an animal is usually just transferring your problem to someone else. Relocation of wild animals is a death warrant for many species.

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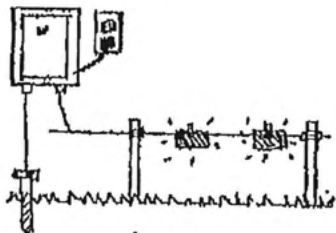
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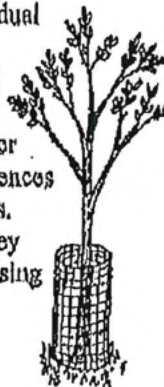
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EXHIBIT E COPY OF IDEAL WILDLIFE FRIENDLY FENCE

An Ideal Fence

A fence that is friendly to wildlife should:

- Allow animals to jump over and crawl under easily without injury;
- Be highly visible for both ungulates and birds.

You can combine or tailor many of the ideas presented in this guide to your specific situation.

The top wire or rail should be low enough for adult animals to jump over, preferably 40" or less, and no more than 42" high. The distance between the top two wires should be no less than 12" apart. Deer and elk easily tangle their back legs if the top wires are closer together.

The bottom wire or rail should be high enough for adult pronghorn and young wild ungulates to crawl under. The bottom wire should be a minimum of 16" from the ground and preferably at least 18". Take advantage of small dips, swales, and gullies to provide a slightly larger gap below the fence and allow animals to pass under easily. Many cattle ranchers have found that although a small calf may slip under the higher bottom wire, it can also easily slip back again to its mom and not be stranded on the wrong side of the fence.

IDEAL WILDLIFE FRIENDLY FENCE

ALTHOUGH CALVES MAY SLIP UNDER A HIGHER BOTTOM WIRE, THEY CAN ALSO SLIP BACK AGAIN TO MOM AND NOT BE STRANDED.

Increasing visibility using a top rail, high-visibility poly-wire, flagging, or other markers can help ungulates and birds better avoid or navigate fences. Using smooth wire – such as barless twisted wire – for the top and bottom strands will prevent snagging and injuries.

Use electric tape or braid only for temporary applications. It should be removed or lowered to the ground when livestock are not present.

In some situations, fence stays can help maintain distance between strands,

prevent sagging, and reduce the chance of entanglement. However, wire stays are easily bent over, collapsing the fence and creating a three-dimensional hazard, and need to be regularly maintained. An alternative is a stiff plastic or composite stay or fiberglass post that flexes but maintains its shape.

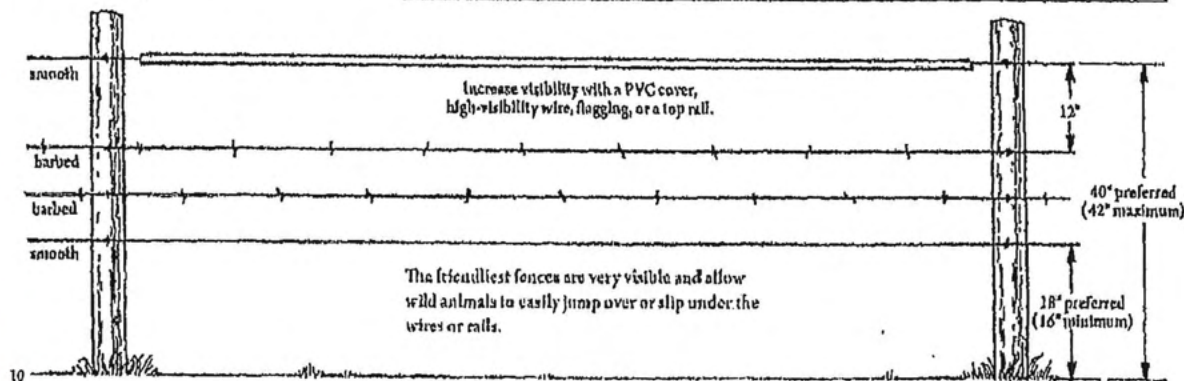
In wildlife migration areas, drop-down fence, lay-down fence, or other crossings can be incorporated into fence sections for seasonal wildlife passage. Good husbandry practices go hand-in-hand with wildlife friendly fences. Livestock that have good forage and the security and companionship they want are much less likely to test or challenge fences.

The Wildlife Friendly Fence: A Livestock/Wildlife Compromise

These standards will control cattle in most situations and allow for easier wildlife passage.

Fences should have top wires low enough for adult animals to jump, bottom wires high enough for wildlife to crawl under, and minimize the chance of tangling. We recommend:

- A top wire or rail preferably no more than 40" and a maximum of 42" above the ground;
- At least 12" between the top two wires;
- A bottom wire or rail at least 16" and preferably 18" above the ground;
- Smooth wire or rail for the top, smooth wire on bottom;
- Preferably, no vertical stays. If used, consider stiff plastic or composite stays, or regularly maintain wire stays that are easily bent;
- Posts at 16.5-foot intervals;
- Gates, drop-downs, or other passages where wildlife concentrate and cross.



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