

Return to: Higgins Enterprises Development, PO Box 322, Ulm, MT 59485

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS OF RIVER BEND ESTATES, TRACT 1, PHASE 1, PHASE II, & RIVER BEND III

This Declaration is made this 22 day of January 2021 by Higgins Enterprises Development Company, hereinafter referred to as "the Declarant."

Whereas the Declarant is the owner of that certain real property in Cascade County, Montana known as River Bend Estates and more particularly described in the subdivision plat of River Bend Estates filed in the Office of the Clerk and Recorder of Cascade County, Montana on the 22 day of January 2021, as document number R0402879;

Whereas the Declarant intends that the above described property be subject to protective and restrictive covenants;

Now therefore, the Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the real property, and they shall run with the real property and be binding upon, and inure to the benefit of, all parties who now have or who may hereafter have any right, title, or interest in the real property or in any part thereof, and upon their heirs, successors, and assigns, forever.

ARTICLE I: DEFINITIONS

1. "Architectural Committee" means to the committee described in Article VII.
2. "Association" means the River Bend Estates Home Owners Association, Inc., a Montana non-profit corporation, and its successors and assigns.
3. "Board of Directors" means the board of directors of the Association.
4. "Common area" means the real property, including any improvements thereon, owned by the Association for the common use and enjoyment of the Owners. The roads, trails, and private parkland within the Property are part of the common area.
5. "Declarant" means Higgins Enterprises Development Company and its agents, successors, and assigns.
6. "DEQ" means the Montana Department of Environmental Quality, or the successor department of the State of Montana in the event of a governmental reorganization.
7. "Lots" means each tract of land subdivided by the Declarant and included in the development known as River Bend Estates and designated on a plat or survey thereof by a block and lot number. The term "lot" does not include the common areas, and it does not include any remainder parcel or other parcel owned by the Declarant but not yet subdivided into residential lots.
8. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having an interest in a lot merely as security for the performance of an obligation. As long as Declarant owns at least one lot, Declarant is an owner.
9. "Property" or "Properties" means the development known as River Bend Estates in its entirety with such additions or phase thereto as may hereafter be added by the Association or the Declarant.
10. "Roads" means any street, walk, drive, path, or other right of way within the Properties, as designated on the plat thereof and which is owned or is to be owned by the Association.

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ARTICLE II: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Membership. All Owners of the Lots within River Bend Estates shall be members of the Home Owners Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Lots.

2. Classes. The Association shall have two classes of voting membership: The "Class A" members shall be all Owners other than the Declarant. The "Class B" member shall be the Declarant.

3. Voting. There shall be one vote for each lot owned by a Class A member, and there shall be one vote for each lot owned by the Class B member. In addition, the Class B member shall have one vote for every 2.5 acres of land that is owned by the Class B member and made subject to these Covenants but not yet subdivided into lots. If a person or entity owns more than one Lot, then 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. Except as otherwise provided herein, any question presented to the Association or arising under this Declaration shall be resolved by a majority of the votes.

4. Management. The Association shall be governed and managed in accordance with its By-laws, provided however that no provision in the By-laws may be enacted or enforced that contradicts any provision of this Declaration.

5. Powers. The River Bend Home Owners Associations shall have the powers specified in this Declaration, as this Declaration may be amended from time to time, along with those powers provided for by Montana law that are not inconsistent with the powers specified herein.

6. Community Rules. The owners may promulgate community rules pertaining to matters which affect owners' rights to the quiet enjoyment of their property, taking into account the owners' reasonable needs, balanced with the needs of their neighbors. Any community rules must be ratified by a majority vote of the owners at the owners' annual meeting, or at a special meeting, or by a writing signed by a majority vote of the owners. Upon ratification, community rules shall be enforceable as if originally made a part of this Declaration. This Declaration, however, shall take precedence over any community rules in the case of any conflict between the community rules and this Declaration, and any question as to such conflict shall be liberally construed in favor of these Covenants. Community rules are not to be used as a means to avoid amending this Declaration.

7. Notice. Upon acquiring a lot, an owner shall immediately inform the Association of the owner's name, mailing address, and email address so that the Association may provide notices to the owner. The owner shall promptly notify the Association in writing of any change in the owner's address. Except as otherwise provided herein, notice of any matter presented to the Association or arising under this Declaration may be given either by personally delivering the notice to the owner or by mailing a copy of the notice to the owner's last known address. Email notices are a courtesy only and not a formal notice.

8. Meetings. There shall be an annual meeting of the Association on the first Tuesday after the first Monday in March. Special meetings may also be called by a majority vote of the Association's Board of Directors or by a majority of the owners to address any matter arising under this Declaration, including but not limited to assessments, community rules, capital improvements, common areas, roads, and amendments. At least ten days advance notice shall be given for any special meeting. No additional notice need be given of the annual meeting as all owners shall be deemed to be on constructive notice of the annual meeting.

9. Quorum. The presence, in person or by proxy, of sixty percent or more of the votes shall constitute a quorum. Proxies must be signed by the owner or his attorney-in-fact and shall be revocable at any time by the owner executing it. If the required quorum is not present, another meeting may be called, subject to the notice requirement, and the required quorum at the subsequent meeting shall be half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE III: USE COVENANTS

1. Owners' Covenant of Enjoyment. Every owner shall have a right to the quiet enjoyment of the owner's lot, of the common areas, of the roads within the Property, and of the utility easements within the Property.

2. Lot size. No lot owned by any person or entity other than the Declarant may be subdivided into two or more parcels. This provision shall not restrict the ability of neighboring owners to relocate the common boundary between their respective lots, so long as such relocation does not create an additional parcel or tract, and this provision shall not restrict an Owner who owns two or more contiguous lots from combining them into fewer lots. The Declarant may further subdivide any lot or part of the property owned by the Declarant.

3. Use restricted to Residential. All lots shall be used exclusively for residential purposes. No lot may be used for any commercial, business, trade, industrial, or manufacturing purpose. An owner may, however, maintain a home office in the owner's residence for carrying on a non-retail business. The restrictions on signs and advertising contained in this Declaration shall apply to any such home office. All activities associated with any home office must be carried on entirely within the owners' residence, and all such activities must be incidental to the use of the lot for residential purposes.

4. Single Dwelling Units. Except for the Declarant's rights regarding townhouses and duplexes, no lot nor any portion of any lot may be used for any purpose other than a single dwelling unit.

5. Multiple Dwelling Units. Declarant reserves the right to construct and sell, and to allow the construction and sale of, duplexes and townhouses on any lot. Each duplex unit and each townhouse unit shall be treated the same as a Class A member of a lot for voting and assessment purposes.

6. Antennas and Other Structures. All antennas, poles, satellite dish receivers, or other devices to be erected or placed on any lot for the receiving of radio, television, or other broadcast signals more than three feet in height and two feet in width must be approved pursuant to Article VII of this Declaration. All such antennas, poles, satellite dish receivers, or other devices, whether or not requiring approval pursuant to Article VII of this Declaration, shall be constructed to the rear of the residence or to the rear of the roof ridge-line or center line of the residence so as to be screened from view from other lots. Wind mills or turbines may not be installed or constructed on any lot.

7. Signs. Signs, billboards, or advertising are prohibited on any lot, road, or common area, subject to the exceptions in this paragraph. A sign of up to seven square feet in area to identify a lot by owner or address may be maintained. Declarant or the Association may place and maintain signs identifying the subdivision as River Bend Estates and conveying general information about the subdivision, including but not limited to information about lots being for sale and to the layout of the subdivision, at each intersection of a public road with a private road that serves the subdivision. An owner may place and maintain signs related to the sale of a lot or lots. Signs may be placed and maintained identifying who is performing construction activities on any lot.

8. Nuisances and Offensive Activities Prohibited. Noxious or offensive activities that are or may become an annoyance or nuisance to the owners are prohibited, including any activities that produce noxious odors or offensive sounds, including but not limited to nuisances caused by household pets such as barking dogs.

A. Animal/Pet Restrictions on Lots Less Than Twenty Acres. No livestock of any kind (including but not limited to horses, cattle, sheep, poultry, fowl, pigs, goats, llamas, alpacas, ostriches, and any other livestock) may be kept on a lot of less than twenty acres. The only animals that may be kept on a lot of less than twenty acres are the following: three or fewer dogs per lot; three or fewer cats per lot; and a reasonable number of other common household pets, provided that such other common household pets must be kept inside the house on the lot. No animals, including dogs, cats, and household pets, may be kept, bred, or cared for on any lot on a commercial basis. All exterior kennels, pens, or other structures for the keeping of pets must be approved pursuant to Article VII of this Declaration and must be located at the rear of the residence and screened by the use of shrubs and fences so as to be screened from view from other lots.

B. Animal/Pet Restrictions for Lots over Twenty Acres. The same restrictions on animals and pets shall apply to lots over twenty acres in size as apply to a lot of less than twenty acres in size, except that an owner may keep four or fewer horses on the lot for recreational purposes, but not for breeding or commercial purposes. An owner wishing to keep horses must submit a "horse management plan" to the Association, which plan shall explain how the owner will ensure proper care for the horses and the lot. The horse management plan must specify the number of horses to be kept on the lot, how grazing will be controlled, how sufficient pasture grasses shall be allowed to grow, how the pasture will be fertilized and watered, how supplemental feed will be provided to the horses, and how weeds will be controlled. The Association shall review the owner's proposed horse management plan and shall make such changes as may be appropriate to ensure that the owner will properly care for the horses and the lot. The owner must follow the approved horse management plan. The Association may notify the owner in writing of any violation of the horse management plan. If the owner does not remedy the violation within 30 days of such notice to the extent that the horses and the lot may again both be properly cared for, then the owner must remove the horses from the lot within an additional 30 days (i.e. within 60 days of the notice of violation).

9. Fences. All fences, walls, or hedges to be placed on any lot must be approved in advance pursuant to Article VII. Barbed wire fences are prohibited, with the exception that a barbed wire fence that is already installed as of the date of this Declaration may be maintained.

10. Roads and Trails. All roads, drives, paths, and rights-of-way within the Properties that are not specifically designated as "public" or "county" on the plat shall be private and for the sole benefit, use, and enjoyment of the owners of the lots. Each owner of a lot shall have an easement to use all roads shown on the plat. Upon sixty percent vote of the owners, a road may be dedicated to Cascade Country for public use. Each owner shall have an easement to use all trails shown on the plat. Unless otherwise determined by the Association, trails may be used only for non-motorized use.

A. There is an easement sixty feet in width for each road shown on the plat, and all roads will be engineered and built to Cascade County's specifications. Roads will initially have a gravel surface to allow for construction and heavy equipment to pass with minimal damage to the road. The Association shall pave the roads at an appropriate time. The Association may pave roads in sections if it determines that it would be more appropriate for paving to proceed in sections rather than all at once. In determining when to pave the roads and whether to pave the roads in sections, the Association may consider, among other factors, which lots are owned by an owner other than the Declarant, which lots are still owned by the Declarant, the progress of construction on the lots, and the impacts that heavy construction equipment would have on pavement. To ensure that all lots, regardless of development phase, pay an equal amount to pave the roads within the subdivision, the cost of each paving project shall be assessed as follows: first, all lots that have not paid a prior assessment for paving shall pay an assessment in the same amount as the assessment(s) paid by the lots that have paid such prior assessment(s) for the prior paving projects; and then second, all lots shall pay an equal share of the balance of the cost of that paving project. The Association may apply for a Rural Improvement District through Cascade County to fund the cost of paving the roads.

B. A Road Maintenance Agreement for River Bend Estates along with the River Bend Estates Covenants is on file along with the at the Cascade County Clerk and Recorder's Office.

B. The Association shall perform such regular maintenance and shall make such repairs and improvements as are reasonably necessary to keep the roads in a good and safe condition. The Association shall repair potholes and eliminate washboards. To maintain a safe and reasonably smooth driving surface, the Association shall regularly gravel and grade all gravel roads and shall regularly patch all paved roads. The Association shall promptly plow snow from the roads. The Association shall make such assessments as are

necessary to perform the maintenance, repairs, and improvements required by this paragraph.

C. Each owner shall maintain all rights-of-way (including any portion of a 60' road easement that does not have a road built on it) across that owner's lot free and clear of weeds, trash, and debris. If an owner fails to so maintain a right-of-way, then the Association may do so and bill the owner for the cost of such maintenance.

11. Driveways. Private driveways must be at least twenty feet in width at their intersection with the roads within the subdivision, and that same width must be maintained for at least the first ten feet of the length of the driveway. The first ten feet of the length of the driveway must be paved. Each lot owner may determine the width and surface materials of the driveway other than the first ten feet of its length. Owners shall install culverts under their driveways as may be required by Cascade County.

12. River Lots. An owner of a lot bordering the Missouri River or the high water mark thereof may not remove any living, native vegetation from any portion of the lot designated as part of the floodplain by any federal, state, or local government entity. In addition, no improvements may be built or maintained within eighty feet of the ordinary high water mark of the Missouri River. A seasonal dock along the Missouri River may be maintained between April 15 and October 15 of each year, but only if all necessary permits for such seasonal dock are obtained from the appropriate federal, state, and local government. Seasonal docks must be removed by October 15 of each year and may not be replaced until April 15 of the subsequent year.

13. Vehicles. Except on a temporary basis, outdoor repair or maintenance work of vehicles may not be performed. Trucks exceeding a capacity of one ton may not be regularly parked or kept on a lot, except in a covered garage approved pursuant to Article VII of this Declaration. All recreational vehicles, including but not limited to boats, campers, RVs, fifth-wheels, trailers, and other recreational vehicles must be kept or stored in a covered garage or otherwise screened from view from other lots, such as by fencing, trees, or shrubs, all to be approved pursuant to Article VII of this Declaration. No motor vehicle which cannot be moved under its own power may be left outside on any lot for more than ten days, nor left on a road within the Property at any time. The owner of each lot shall provide sufficient off-street parking for all motor vehicles owned or kept by the owner or by any resident of the owner's lot. All parking spots must be graveled or paved. A motor vehicle may not be parked on grass or dirt.

14. Firewood. No more than one cord of firewood may be stored upon a lot, except stored in a covered garage or otherwise screened from view from other lots.

15. No Mining or Drilling. Except as otherwise provided in this paragraph and in the subsequent paragraph, the following activities are prohibited on any lot: blasting, mining, drilling, and boring, and exploring for oil, gas, coal, other hydrocarbons, or any mineral. Limited drilling and the taking of core samples is permitted if reasonably associated with the construction of improvements on a lot, such as for geotechnical or percolation testing. Water wells may be drilled, maintained, repaired, and replaced.

16. Sand and Gravel. Declarant shall have and retain the right to remove sand, gravel, or stone from any lot or portion of the property owned by Declarant, provided that if Declarant does so, then Declarant shall reclaim the areas affected by such removal. An owner may use sand, gravel, and stone from the owner's lot, provided that an owner who does so must reclaim the areas affected by such removal.

17. Fireworks Prohibited. Fireworks may not be used or kept on any portion of the Property, unless as part of an organized and permitted event approved by the Association.

18. Yard Maintenance. Owners shall adequately water and maintain the vegetation on their lots. Lawns must be regularly watered and mowed. Fallen leaves must be timely raked and removed. Dead branches and trees must be timely removed.

ARTICLE IV: MAINTENANCE AND SANITATION

1. General Maintenance Requirement. Each lot and all improvements thereon shall be maintained in good condition and repair. Each owner shall be responsible to maintain all improvements in a manner consistent with their original design, including but not limited to painting, repair, and landscaping.

2. Rubbish and Trash Disposal. Junk, rubbish, trash, or other materials of any kind may not be stored or left lying about on any lot. All garbage and trash shall be kept in covered, sanitary trash containers. All exterior trash containers, except when placed out for trash pickup, shall be screened from view from other lots. Trash containers may not remain out for trash pickup for more than 24 hours.

3. Noxious weeds. All lots shall be kept free from noxious weeds, including but not limited to leafy spurge, knap-weed, Canadian thistle, and other noxious weeds or unsightly growth. If an owner fails or refuses to keep a lot free from noxious weeds or unsightly grown, then the Association may enter the lot upon at least seven days prior notice to remove or spray the weeds, and the owner of the lot shall be responsible for the Association's cost to remove or spray the weeds.

4. Sewage Treatment. No outhouses shall be allowed on any lot for any reason whatsoever, with the only exception being that a portable toilet that contains its own tank may be placed on a lot during the initial construction of a residence on the lot for a reasonable amount of time. Sewage disposal shall be by individual or common septic systems or other sewage disposal system approved by the appropriate agencies. Owners must comply at all times with all county, state and federal laws and regulations pertaining to sanitary disposal systems, and no conditions shall be allowed to exist that pollute the atmosphere or a neighbor's groundwater.

5. Water Systems. Water shall be from individual systems. Either wells or cisterns shall be acceptable, provided that any cistern must hold a capacity of not less than 1,500 gallons and not more than 5,000 gallons of water. All systems must be equipped and constructed in accordance with state and local health authorities. Nothing herein shall prevent two or more owners from joining together to create a common water system for their own use, provided that said systems shall meet all state, federal and local statutes, ordinances and regulations.

6. Drainage. Owners shall take reasonable measures to prevent erosion and drainage problems on their lots.

7. Stormwater. The homeowner's association is responsible for maintenance of the stormwater facilities.

8. Building Height. In accordance with the Outer Horizontal Surface Military Overlay District-F ("MOD-F") structures within the subdivision shall be limited to no greater than 500 feet in height unless a variance is approved by the Zone Board.

ARTICLE V: EASEMENTS AND COMMON AREAS

1. Right-of-Way Easements. Each owner of a lot shall have an easement to use all roads shown on all plats of all phases of the River Bend Estates subdivision. The width of all such road easements shall be sixty feet.

2. Utility Easements. For the benefit of the Association and the owners of the other lots, the Declarant hereby reserves an easement for the installation, use, maintenance, repair, and replacement of household utilities, including but not limited to electricity, gas, water, telephone, communications lines, cable TV, internet, and other utilities that now are or may hereafter become common for residential use and that create a similar burden on a servient tenement, on, under, and across the portion of each lot within ten feet of a lot boundary and also on, under, and across each 60' road easement. All newly installed utility lines shall be buried underground, except temporary lines installed and used during the construction of a residence, which must be removed no later than the completion of the residence. The requirement that utility lines be buried applies only to newly installed utility lines. Utility lines that are installed above-ground as of the date of this Declaration may be maintained, repaired, and replaced above-ground.

3. Building Restrictions within Easement Areas. No permanent structure may be built, installed, or maintained within any right-of-way or utility easement, except for a paved driveway, and also except that a boundary fence may be maintained on a property line so long as the fence is setback at least ten feet from the improved road surface.

4. Dedication of Common Areas. Declarant has designated certain areas of land as roadways and as property owners' common areas. Said areas are dedicated for the use of the owners and their families for roadway purposes and recreation purposes respectively. Any road designated as "temporary" shall not be dedicated to the Association unless specifically dedicated by the Declarant. The designated areas are not dedicated for use by the general public. Access and use of the common areas may be controlled and limited by the Association, so long as such controls and limitations do not unreasonably restrict the use by the owners. Motorized vehicles are prohibited on the trails and parkland.

5. Transfer of Association Property. Upon a sixty percent vote of the members, the Association may dedicate or transfer all or any part of the common areas, but only to a public utility, or to the general public, or to a governmental authority.

ARTICLE VI: ASSESSMENTS

1. Assessments and Lien. For each lot owned, the Declarant hereby covenants, and each owner of any lot, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these covenants and to have agreed to pay to the Association its assessments for the costs, fees, and charges incurred by the Association in carrying out its functions and purposes, including attorney's fees and costs incurred to enforce these covenants as determined to be appropriate by the Association's board of directors.

The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with the interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of the lot at the time when the assessment came due.

2. Contribution to Capital Reserve. Upon purchasing a lot, the owner shall pay to the Association the sum of \$500 as a contribution to the Association's working capital reserve. Upon the resale of a lot, a like assessment will be required of the next owner.

3. Purpose of Assessments. The assessments shall be used for the following purposes: (a) Page 8 to promote the health, safety, convenience, and welfare of the owners; (b) to improve, repair, and maintain the Association's roads, trails, fences, easements, and common areas; (c) to control weeds within the common areas; (d) to plow snow from the roads; (e) to improve, repair, and maintain the reserve fire water tank, the approaches to said tank, and the well and pump that service said tank; (f) to pay the Association's operating expenses; (g) to enforce these covenants; (h) to carry out any other activity of the Association expressly or impliedly required by this Declaration; and (i) for any other purpose expressly approved by the members of the Association.

4. Amount of Assessments. The Association shall assess an annual assessment of \$400 per lot owned by a Class A member, until the Association determines a different annual assessment amount. The Association's assessments in a given year shall be based on the Association's reasonably projected and budgeted costs during that year to carry out the purposes set forth in this Declaration, and the assessments may also include amounts for a reasonable reserve for contingencies and a fund for long-term capital improvements. The amount of the Association's assessments shall be established by the Board of Directors in the following manner:

A. At each annual meeting of the members of the Association, the Directors shall present to the members a proposed budget of the estimated expenses for the Association for the coming year for review, discussion, amendment, comment, and approval.

B. The members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy.

C. After the annual meeting, the Board of Directors shall set the amount of the assessments for each lot and the date or dates due for the coming year to cover the budget approved in the manner herein set forth.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, paving, or replacements of roads and other capital improvements on the Properties and common areas, including any fixtures or personal property related thereto. Any special assessment shall require the approval of sixty percent or more of all votes of the Members, with the exception that the assessments for the initial paving of the roads pursuant to Section 10(a) of Article III shall be made unless there is a vote of sixty percent or more of all votes of the Members against that initial paving. The Board of Directors is authorized to borrow money to pay for the costs of any capital improvements approved by sixty percent or more of all votes of the Members.

6. Uniform Rate of Assessment. Annual and special assessments assessed against lots owned by Class A members shall be fixed by the Directors at a uniform rate, provided that the assessments for the initial paving of the roads shall be made pursuant to Section 10(a) of Article III. No annual or special assessments (including the assessment(s) for the initial paving of the roads) shall be charged against any lot owned by the Declarant, except for a lot owned by the Declarant for the personal, residential use of Declarant's officers. The Board of Directors shall determine whether to collect assessments on a monthly, quarterly, or annual basis, or on another regular basis. The amount of the annual assessment shall be determined at least 30 days before its payment is due, and the amount of any special assessment shall be determined at least 90 days before its payment is due. Written notice of annual and special assessments shall be promptly mailed by regular first class mail to all owners at their last known mailing address.

7. Effect of Nonpayment of Assessments; Association's Remedies. Upon delivery of the notice of the assessment to the owner, in the manner specified in the preceding section, the assessment shall be a lien upon each owner's lot, until paid. The Association may record a notice of lien in the Office of the Clerk and Recorder of Cascade County, Montana. Any assessment, annual or special, that is not paid within thirty days after the date on which it comes due shall bear interest from the due date at the rate of twelve percent per year. The Association may bring an action at law against the owner(s) obligated to pay the assessment and may judicially foreclose the lien of the assessment in the manner provided by Montana law for the foreclosure of liens against real property. An owner who fails to pay an assessment by its due date shall be responsible for paying any costs of collection incurred by the Association in collecting that owner's assessment, including but not limited to reasonable attorney's fees. The prevailing party in any action concerning the collection or lien of an assessment shall be entitled to an award of its reasonable attorney fees and costs from the non-prevailing party. No owner may waive or otherwise escape liability for any assessment by non-use of the common areas or by abandonment of the owner's lot.

8. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot.

9. Suspension of Voting Rights. If an owner fails to pay an assessment within thirty days of when the assessment is due, the Association may suspend the owner's voting rights until such time as the owner pays the delinquent assessment, plus interest and the Association's costs of collection. During the suspension, the suspended owner's vote shall not be considered for purposes of determining a majority and a quorum.

10. Sale or Transfer of Lot. The sale, transfer, or encumbrance of a lot shall not affect the assessment lien or the personal liability of the owner at the time the assessment was made. A person or entity purchasing a lot shall be responsible for checking with the Association for any unpaid assessments against a lot prior to purchasing it. A prospective purchaser or transferee may submit a written request to

the Association to ascertain if there are any unpaid assessments made against a lot. If the Association does not respond to the written request within 14 days, then unless a notice of the lien is on file in the Office of the Clerk and Recorder of Cascade County, Montana, the prospective purchaser or transferee may take title to the lot free and clear of the lien for any unpaid assessments.

11. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, any holder of a first mortgage or trust indenture who obtains title to a lot pursuant to the remedies provided in the mortgage or trust indenture, or by foreclosure of the mortgage or trust indenture, or by deed or assignment in lieu of foreclosure, will be liable for such lot's unpaid dues or charges which accrue after the acquisition of title to such lot by the holder of the mortgage or trust indenture.

ARTICLE VII: BUILDING DESIGN COVENANTS

1. Construction. No residence, structure, addition, improvements, fence, or other building of any size may be constructed, erected or placed on any Lot unless the proposed construction is first approved by the Architectural Committee as defined in this Article VII. An owner who purchases a vacant lot from the Declarant must begin construction of a primary residence within twelve months of the purchase. All construction shall be completed in a reasonable amount of time, in a good and workmanlike manner, in full compliance with all building permit requirements, and in full compliance with all applicable building codes, regulations and standards. All buildings shall be constructed on site.

Owners are urged to design buildings that reflect the ranch community in keeping with the spirit of Montana. Material composition, quality, color, and shape are important in the construction of improvements. All improvements shall be constructed of higher quality materials. All exterior surfaces shall have minimum reflection values. Natural materials and earth-tone colors are encouraged. Vinyl siding and aluminum siding are prohibited on any building on a lot of less than five acres in size.

A. Single Family Residence. Only one residence may be allowed per lot, and it must be a residence designed for single family use. Prior to construction, the residence must first be approved pursuant to this Article VII. An owner may construct a "guesthouse" for use by family members or guests on a temporary basis, provided that the owner may not charge rent or receive other compensation for the use of the guesthouse, that the guesthouse must be approved pursuant to this Article VII, and that the design of the guesthouse must be integrated with the design of the primary residence.

B. Townhouses/Duplexes. Declarant may construct and sell, or allow the construction and sale of, duplexes and townhouses on any lot. Any duplex or townhouse unit shall be designed for single-family use.

C. Set Backs. All residences, outbuildings, and other structures, and all parts thereof, shall be situated at least twenty-five feet from the side lines of each lot, at least twenty-five feet from the back line of each lot, and at least seventy-five feet from the front line of each lot. The front line is the lot line that fronts the road that accesses a lot. A Lot Owner may, for just cause, petition the Architectural Committee to reduce a set back requirement. The Architectural Committee may in its own discretion grant such a request, but it may not approve reducing the front set back to less than fifty feet, except on Lot 7 of Phase I, in accordance with DEQ's requirements.

D. Unattached Buildings. All unattached buildings or structures, of whatever size, must first be approved by the Architectural Committee, pursuant to this Article VII. The design and construction of such unattached building or structure shall be integrated with the original design of the residence. The aggregate size of all unattached buildings or structures on a lot may not exceed 2,400 square feet, and the height of any unattached building or structure may not exceed 14 feet at the eaves. Any proposed construction of an unattached building prior to construction of the primary residence may be approved by the Architectural Committee upon a case by case basis and at its sole discretion.

E. Barns and Stables. On lots five acres or more in size, a barn or stable for the keeping of horses is allowed, provided that its design and construction is subject to approval pursuant to this Article VII.

F. Timeliness of Construction. Construction of improvements on any Lot shall be commenced within thirty days after the equipment or materials for such construction are moved onto the lot. The construction of the exterior of all buildings shall be pursued with reasonable diligence, and building exteriors shall be substantially completed no later than three hundred sixty-five (365) days after the commencement of construction.

G. Exterior lighting. Outside lights shall be subdued and kept to a minimum with down-lighting techniques utilized. Continuous yard lights shall not be allowed. Lights may not shine into a residence on another lot.

H. Utility installation and maintenance. River Bend Estates shall cause the installation and maintenance of electric power, and natural gas service to the junction of the main access road and home-site driveways. Owners shall bear all responsibility and cost from junction to home-sites. All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed.

I. Fire Precautions. To minimize the risk of fire, each Owner shall:

- i. Keep the roof, eaves, and eave troughs of the owner's residence free of leaves, pine needles, debris, and other flammable materials.
- ii. Not use fireworks, unless as part of an organized and permitted event approved by the Association.
- iii. Keep all chimneys free of creosote and other flammable materials or substances. Any wood stove must either have a catalytic converter or be a certified clean burning wood stove. Spark arresters must be in place on all chimneys.
- iv. Install Class A - fire resistant roofs
- v. Install smoke detectors in each residence.
- vi. Trim grasses in accordance with HOA directives to reduce exposure to property from wildfires.

2. Criteria for Evaluation. In making its decision whether to approve or disapprove any proposed construction, the Architectural Committee shall be governed by the provisions of these Covenants, including specifically the following guidelines:

A. Each home must be custom designed for the particular Lot. Modular homes and mobile homes are prohibited. Homes designed as a geodesic domes and A-frame are prohibited. Designs shall take into consideration the Lot upon which the residence or any outbuilding is to be situated, the relationship of the proposed structure and its proposed location to building sites on adjoining tracts or residences already constructed or in the process of construction, how the proposed structure would affect the view of the neighboring lot owners, and the materials to be used.

B. The Architectural Committee shall in its own discretion consider the relationship between the design and the Lot upon which it is to be situated and further shall consider whether the design is in harmony with the external design of existing homes and any homes in the process of construction in the Properties.

C. For Lots less than 5.0 acres in size, all residences designed without a "daylight basement" shall have no less than 1,700 square feet of finished living space, exclusive of any garage, porch, or basement. Homes designed with a "daylight basement" shall have no less than 1,500 square feet of finished living space above grade exclusive of any garage, porch, basement, or "daylight basement." "Daylight basement" shall be defined for the purposes herein as any floor or level of living space which has greater than twenty-five percent (25%) of its walls above grade as determined by the total square

footage for all walls on such level. Any floor or level of living space with fewer than twenty-five percent (25%) of its walls above grade shall be deemed a "basement" for the purposes herein. For Lots 5.0 acres and greater, all residences designed without a "daylight basement" shall have no less than 1,500 square feet of finished living space, exclusive of any garage, porch, or basement. Homes designed with a "daylight basement" shall have no less than 1,250 square feet of finished living space above grade exclusive of any garage, porch, basement, or "daylight basement." For purposes of measurement for compliance with this paragraph, outside wall dimensions may be used. A townhouse or duplex unit shall have no less than 1,500 square feet of finished living space, exclusive of any garage, porch, or basement.

D. The Architectural Committee shall consider the quality of the design and the materials to be used, and conformity of the plans and specifications to the purpose and general plan and intent of these Covenants.

3. Submitting of Plans. All proposals for construction of a residence, building or other structure shall be submitted to the Architectural Committee along with the drawings necessary for the Architectural Committee to evaluate any proposal. Such drawings should include; the building dimensions, plot plans showing location of house, well, water lines, cistern, septic system, utilities, driveway, decks, patios, cross-sections and elevations, and parking areas if applicable. In addition a list of specifications shall be submitted describing the types of construction materials to be used and exterior finish and color. In certain circumstances, the Architectural Committee may, in its discretion, waive the requirement that drawings and list of specifications be submitted to the Architectural Committee.

The Architectural Committee shall make its response to the proposal in writing within thirty days of submission. The period of time shall commence on the day following the date a copy of the plans is delivered to the Declarant member of the Architectural Committee, either in person or by certified or registered mail. The Architectural Committee shall either approve, reject, or conditionally approve the submission. Any rejection shall provide the reasons for such rejection, and allow for reapplication. The failure of the Architectural Committee to make its response within the above period of time shall be deemed to signify the Architectural Committee's approval of the proposed construction.

4. Modification of Design. The Architectural Committee shall have a continuing role in the approval and disapproval of proposed changes from the original design of the existing buildings or proposal submitted to the Architectural Committee. Additionally, all proposed changes to the original exterior design, exterior remodeling, and additions, including changes of color and the addition of swimming pools, volleyball, basketball and tennis courts, etc., shall be submitted and approved in writing by the Architectural Committee. In such case, the Architectural Committee may, in its discretion, waive the requirement that drawings and list of specifications be submitted.

5. Architectural Committee.

A. Membership and Purpose. The Architectural Committee shall be composed of three members and shall oversee the construction of residences, and other improvements on the Properties. Members of the Architectural Committee may also be officers of the Declarant and/or on the Association's Board of Directors. Members of the Architectural Committee do not have to be owners. As long as the Declarant owns any lot or other property that is subject to these covenants, the Declarant shall have the right to select one member of the Committee, who shall be the "Declarant Member." The right of the Declarant to select one of the members of the Committee may not be modified or eliminated by an amendment to these Covenants without the express consent of the Declarant.

B. Election of Members. The Architectural Committee shall be elected annually by a majority vote of the Owners of the Lots within the Properties. Such election shall take place in the month of January pursuant to notice delivered to all known Owners at least ten days before the scheduled meeting. The first Architectural Committee, however, shall be selected by the Declarant within thirty days of the filing of the plat for the first subdivision of the Properties. The incumbent Architectural Committee membership shall

be responsible for calling an election and specifying the time and location of such election. Each member of the Architectural Committee shall hold office until the next annual meeting of the Owners and until his or her successor has been properly elected.

C. Alternate Architectural Committee Member. An alternate Architectural Committee Member shall also be elected at the annual meeting. Such alternate member shall be elected for the sole purposes of casting his or her vote to break any ties on matters presented to the Architectural Committee.

D. Notice. Written notice of any meeting or election shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed to the Owner at the Owners' last known address. The notice shall state the place, day, and hour of such meeting and all business to be conducted.

E. Proxies. Every Owner entitled to vote for the election of Architectural Committee members may authorize another person or persons to act for the Owner by proxy. Proxies must be signed by the Owner or his attorney-in-fact and shall be revocable at any time by the Owner executing it.

F. Quorum. A majority of the Owners entitled to vote, represented in person or by proxy, shall constitute a quorum for the election of Architectural Committee members. If less than a majority of the Owners are represented at an election, a majority of the Owners so represented may adjourn the meeting from time to time and may hold a subsequent meeting with or without further notice for the purpose of electing Architectural Committee members. For the purpose of Architectural Committee action, two of the three permanent members of the Architectural Committee shall constitute a quorum.

G. Architectural Committee Vacancy. All Architectural Committee vacancies shall be filled by a special election called for that purpose. Such special election shall take place within thirty days of the vacancy. A special election shall be called by the Architectural Committee with written notice to all known Owners postmarked at least ten days before the scheduled election.

H. Proposed Construction. Architectural Committee members may not vote on their own proposals for the construction of their own residences.

I. Evaluation of Alleged Violations. The Declarant, an owner, or a member of the Architectural Committee may submit a written report of a violation of this Article VII to the Architectural Committee for review. If the Architectural Committee determines that an owner has in fact committed a violation, then it shall notify the owner in writing of the nature of the violation and of the steps needed to remedy the violation. If such remedial steps are not taken within a reasonable time, then the Architectural Committee may, but is not required to, enter upon the lot of the owner who committed or allowed the violation to occur and undertake the steps necessary to remedy such violation. Any action by the Architectural Committee does not limit in any manner the enforcement remedies available to individual Owners provided in Article VIII of this Declaration. Failure by an owner or the Architectural Committee to enforce any covenant or restriction herein contained shall not be deemed a waiver whatsoever of the right to do so thereafter.

J. Special Meetings. In addition to the annual meeting of the owners for the purpose of selecting the Architectural Committee, the Architectural Committee or the owners, by written petition signed by a majority of the owners, shall have the authority to call a special meeting of the owners. The notice, proxy, and quorum requirements in this Article VII shall apply to all special meetings. Notice of a special meeting shall be provided to each known Owner at least ten days before the scheduled special meeting. Such notice shall include a copy of the petition calling the special meeting, if called by the Owners, and an agenda of the business to be considered at the special meeting. Only business clearly indicated by the agenda shall be conducted at the special meeting.

K. Majority Vote. A majority vote of the Architectural Committee shall determine any question presented to it.

L. Reasonable Exceptions to Use Covenants. Reasonable exceptions to the Building Design Covenants may be granted on a temporary basis by the Architectural Committee for the purpose of permitting construction of improvements on any Lot.

ARTICLE VIII: GENERAL PROVISIONS

1. Covenants Run With Land; Term. These Covenants are perpetual and shall run with the land and be binding upon all parties and all persons having any right, title, or interest in any lot. Except for Declarant's right to have a member on the Architectural Committee, these Covenants may be amended or terminated by a sixty percent vote.

2. Annexing of Additional Property. Additional real property may be annexed and included under these Covenants and included in the Properties by an instrument signed by the Declarant or by the Owners representing a majority of the voting interest of the existing Properties. Properly executed covenants for said phase or addition shall be deemed such an instrument; any variations or additional restrictions contained in said covenants shall apply only to those specified Lots.

3. Removal of Property. Declarant has the right to remove its real property from the Association. Purposes for removal include, but are not limited to, schools, fire stations, or any other public purposes.

4. Recording Amendments. Any instrument amending or including additional property within the Properties subject to the Covenants must be recorded in the Office of the Clerk and Recorder of Cascade County, Montana.

5. Enforcement. The Declarant, the Association, the Architectural Committee, or an owner may enforce these Covenants by proceeding in law or in equity against any person or persons violating or attempting to violate any of the Covenants, either to restrain and enjoin such violation or to recover damages. Any court finding a violation of any of the Covenants shall have in addition to the foregoing remedies, the right to require abatement of the violation, including removal of any structures or improvements, at the expense of the Owner of the Lot or Lots on which the violation occurs. Reasonable attorneys' fees and costs shall be awarded to the prevailing parties enforcing these Covenants in any such proceedings. The award of such fees and monetary judgment shall become a lien upon the property of the Lot in violation. Failure to enforce any covenant or restriction herein contained shall not be deemed a waiver whatsoever of the right to do so thereafter.

6. Effect of Partial Invalidation. The invalidation of any one of these Covenants or any provision of this Instrument by judgment or court order shall not in any way affect the remaining provisions of these Covenants which shall remain in full force and effect.

7. Acceptance of Lots "AS IS." Each owner shall accept that owner's lot in its "AS IS" condition.

8. Soils. Owners are encouraged to consult with a soils expert to determine if expansive soils are present on the owner's lot, and to determine any recommendations for construction so that the possible impacts of any expansive soils may be addressed and mitigated as the owner determines proper.

9. Headings. The article and section headings contained in these Covenants are for reference purposes only and shall not affect in any way the meaning or interpretation of these Covenants.

HIGGINS ENTERPRISES DEVELOPMENT COMPANY

By: R. Higgins Richard Higgins, President

By: Judy Higgins Judy Higgins, Vice President

STATE OF MONTANA)

:ss.

County of Cascade)

January 2021

On this 22 day of ~~April, 2019~~ January 2021, before me, the undersigned Notary Public for the State of Montana, personally appeared, Richard Higgins President of Higgins Enterprises development and Judy Higgins vice president, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Notary Seal)

Marie Ellen Johnson

Print Name: Marie Ellen Johnson

Notary Public for the State of Montana

Residing at: Great Falls

My commission expires: 2/21/2023



MARIE ELLEN JOHNSON
NOTARY PUBLIC for the
State of Montana
Residing at Great Falls,
Montana
My Commission Expires
February 21, 2023

*Judy Higgins
Vice President
for
Higgins
Enterprises
Development
Company*