

**RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
EAGLE BEND HOMEOWNERS' ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by Eagle Bend Homeowner's Association, Inc., successor in interest to Eagle Bend Company, hereinafter referred to as the "Association".

This Restated Declaration is herewith prepared and filed for the purpose of amending and replacing the Restated Declaration of Covenants, Conditions and Restrictions and any Amendments recorded for the Eagle Bend Planned Unit Development on July 16, 1984 as Document #84 19815170 and on October 21, 1992 as Document #9229512200, records of Flathead County, Montana. From and after the date of recording of the within "Restated Declaration of Covenants, Conditions and Restrictions of Eagle Bend", this document shall be the governing instrument under, by and through which this project shall be created and under, by and through which this project shall be governed and operated. It being the intent and purpose of this Restated Declaration to completely replace and cancel the previous documents filed for and in behalf of this project and to the end that such previous documents shall have no further force and effect.

WITNESSETH:

WHEREAS, the Association is the successor to Eagle Bend Company and is the owner of all roadways, natural areas and common areas known as Eagle Bend, County of Flathead, State of Montana, described in the Amended Subdivision Plat of Eagle Bend and filed with the Clerk and Recorder of Flathead County, Montana, on September 12, 1983, filing No. 5-7-21.

NOW THEREFORE, the Association hereby declares that all of the properties described above, including all Lots shown above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Committee" shall mean and refer to the committee described in Article VII.

Section 2. "Association" shall mean and refer to Eagle Bend Homeowners' Association, A Montana non-profit corporation, its successors and assigns.

Section 3. "Private Roads" shall mean and refer to any street, walk, drive, path or other right-of-way, within the Properties, as designated on the plat thereof and which is owned or to be owned by the Homeowner's Association.

Section 4. "Common Area" shall mean all real property (including and improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in the Plat of Eagle Bend, Flathead County, Montana, recorded with the Clerk and Recorder of Flathead County, Montana, as private roads and the "Homeowner's Natural Area" numbers one through eight.

Section 5. "Holder of a Deed of Trust" shall mean and refer to the holder of a first deed of trust, a first mortgage or any similar voluntary encumbrance on any Lot or any improvement located on the Properties.

Section 6. "Lot" shall mean and refer to each tract of land shown on the plat except for the private roads, the Common Areas (Homeowner's Natural Areas), and tracts B through F. In accordance with Article II, Section 4, the Townhouse Sites will be further subdivided.

Section 7. "Property" or "Properties" shall mean and refer to Eagle Bend, which real property is hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligations.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. However, the Association shall not have the authority to sell or transfer any real property owned by it except to such a public agency, authority, or utility or to another legal entity having similar purposes to the Homeowners' Association and with the consent of the Flathead County Board of Commissioners or its successor. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members of the Association has been recorded with the Clerk and Recorder of Flathead County, Montana.

Section 2. Dedication of Common Area. The Association, in the plat of Eagle Bend as recorded with the Clerk and Recorder of Flathead County, Montana, has designated certain areas of land as roadways and a Homeowner's Natural Areas. Said areas are dedicated to the use of the Homeowners for roadway purposes and recreation purposes respectively, reserving the use of the roadway named "Golf Terrace" for the additional purpose of use for roadway purposes by those persons using and maintaining the golf course as well as its use by the homeowners.

The designated areas are not dedicated for use by the general public. Access and use of said areas may be controlled and limited by the Association, so long as such controls and limitations do not unreasonably restrict use of "Golf Terrace" by patrons of the golf course.

The plat of Eagle Bend is hereby incorporated into this Declaration by this reference.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Residential Units per Lot. No more than one single family residence shall be constructed on any Lot, except for the lots identified as "Townhouse Site" which may be further subdivided by amendment of Plat in developing Townhouse projects.

Lots 49, 50, 51, 52, 53, 54, 55, 56, 113 and 114 to allow no more than twenty-two (22) townhouse dwellings thereon.

That portion of Tract A shown on Exhibit "A" (to be replatted as Eagle Bend No. 15) to allow nine (9) townhouse dwelling units thereon. Tract 1 A shall be used as a single family lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. *Each Owner shall be responsible to notify the Secretary of the Association of any transfer of ownership.* Every transfer of property shall be subject to a fee of \$100.00 payable to the Association by the Seller.

Section 2. The Association shall have one class of voting membership.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement, maintenance and insurance of the Common Area, and to pay taxes on the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred forty dollars (\$240.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding twelve month period, or by 20%, whichever is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the formula in the above subsection (a) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds of the votes of the members present in person or by proxy at a meeting duly called for such purpose. If such assessment is not approved, there shall be no special assessment.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the Required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessment must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum and the Association shall cause to be charged a penalty of two (2) months dues. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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.

Section 9. Subordination of the 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 assessment 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 not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the holder of the mortgage or trust indenture. Except as provided herein, no sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. The fixing of assessments by an Association or other entity created under a Declaration pursuant to subdivision and development of a Townhouse Site shall not relieve any Owner of a Lot in such Townhouse Site for any assessments levied under this article. Each owner of a Lot in such Townhouse Site shall be a member of the Eagle Bend Homeowners Association, and by acceptance of a deed for said Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to be bound by the terms of this Declaration and the Articles of Incorporation and By-Laws of Eagle Bend Homeowners Association.

ARTICLE V INSURANCE

Section 1. Liability Insurance. Public liability and common area property damage insurance shall be purchased by the Board, and shall be maintained in force at all times. The premium thereon to be paid out of the Association's funds. The insurance shall be carried in reputable companies authorized to do business in Montana. The minimum amount of coverage shall be \$500,000.00- for personal injury to anyone person, \$1,000,000.00 for personal injury to any number of persons sustained in anyone accident or mishap, and \$100,000.00 property damage. The policy shall name the Association, its directors, officers, employees and agents in the scope of their employment, as insured. This policy shall insure against, but may not be limited to, injury or damage occurring in the common area.

Section 2. Fire Insurance - Master policy for Common Area. A master or blanket fire insurance policy may also be purchased or acquired by the Board. The premium to be paid out of the Association's funds. Said insurance shall be carried with reputable companies qualified to do business in the State of Montana, and shall insure against loss from fire and other hazards therein covered, for the full insurable value of all of the permanent improvements upon the common area. Said policy may contain extended coverage and replacement cost endorsements, if available, as well as vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause, and a determinable cash adjustment clause, or a similar clause or clauses to permit cash settlement covering full value of the improvements in the event of partial destruction. The policy shall be in such amounts as shall be determined from time to time by the Board. The policy shall name all owners and mortgagees of the subject property, or any of it, as insured, as their respective interests may appear.

Section 3. Other Insurance. The Board of Directors of the Association may purchase additional insurance as the Board may determine to be advisable including, but not limited to, worker's compensation insurance, demolition insurance to remove improvements that are not rebuilt, fidelity bonds, and insurance on Association owned personal property. All premiums therefore shall be paid out of the Association's funds.

Section 4. Owner's Additional Insurance. An Owner may carry such personal liability and property damage insurance respecting his individual Lot as he may desire; however, any such policy *shall* include a waiver of subrogation clause against the Association and all other Owners.

ARTICLE VI HOLDERS OF DEED OF TRUST

Each holder of a deed of trust, upon written request by such holder to the Board, shall be entitled to timely written notice of: (l) any proposed amendment of this Declaration effecting a change in (a) the boundaries of any Lot or the exclusive easement rights

appertaining thereto, (b) the interest in the common area appertaining to any Lot or the liability for common expenses appertaining thereto, (c) the number of votes in the Homeowner's Association appertaining to any Lot or (d) the purposes to which any Lot or the common area are restricted; (2) any condemnation loss or any casualty loss which affects a material portion of a Lot on which there is a first mortgage held; (3) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage, where such delinquency has continued for a period of sixty (60) days; (4) any lapse, cancellation or material modification of any insurance policy maintained by the Homeowner's Association pursuant to Article V

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. There shall be a committee for the control of structural and landscaping architecture and design known as the "Architectural Committee", composed of three or more representatives appointed for a term of one (1) year by the Board of Directors. Members of the committee may be removed by a majority vote of the Board of Directors of the Association, with or without cause, and the Board of Directors of the Association shall fill all vacancies.

Section 2. The Architectural Committee shall have the authority to promulgate rules pertaining to, but not limited to, the following matters:

- (a) Schedules relating to proposed commencement and completion dates of construction on lots.
- (b) Time periods during individual days of the week within which construction may commence and when it must cease.
- (c) Restrictions on locations on streets and roadways where vehicles, equipment and materials involved in construction may park or be placed.
- (d) Any other matters which affect the rights of Lot Owners to the quiet enjoyment of their property, taking into account the reasonable needs of Owners of Lots upon which construction is undertaken.

Section 3. No structures or improvements shall be erected, placed, altered, maintained or permitted to remain upon the properties unless drawings and specifications signed by the proposed occupant of the site or his authorized representative have been submitted to and approved in writing by the committee. Such drawings shall include without limitation, the following matters: plot plan showing proposed contouring of grades, buildings, parking areas, and plans for all floors, cross-sections and elevations. Specifications shall describe types of construction, materials to be used, exterior finish and color, and water use limiting devices to be installed. Approval shall be based, among other things, on conformity and harmony of external design with neighboring structures, the effect of location and use of improvements on neighboring structures, the effect of finished ground elevations of the site being improved to that of neighboring sites, and conformity of the plans and specifications to the purpose and general plan and intent of these covenants. In the event that the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. A fee of not more than Two Hundred Fifty Dollars (\$250.00) may be charged by the Architectural Committee to cover its reasonable direct out-of-pocket expenses incurred in making its decision. The hiring of an architect or other expert not a member of the Committee to consult on the proposal is hereby deemed to be such a reasonable expense.

Section 4. The Architectural Committee shall have a continuing role in the approval or disapproval of proposed changes from the original design and construction, including, without limitation, exterior remodeling, changes of color, exterior lighting, provision for wood storage, exterior clothes lines, recreational equipment (swimming pools, swing sets, volleyball courts, tennis courts, etc.) and exterior pet facilities. No such changes or additions will be permitted unless approved by the Architectural Committee, which may, in its discretion, waive the requirements that drawings and specifications be submitted as to such changes.

Section 5. If the Committee, upon its own inspection or upon receiving a complaint, determines that any Owner is in violation of the Committee's rules, or has failed to properly maintain his Lot or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, the Committee shall notify the Owner in writing. Such notice shall contain a statement of the nature of the failure or violation and the steps needed to remedy it. If such remedial steps are not taken within reasonable time, the Committee shall notify the Association which may itself, after written

notice to the Owner and failure of such Owner to comply, undertake the steps and charge the Owner an assessment for any sums expended by it. Any such assessment shall be a lien against the Lot so assessed and the personal obligation of the Owner to the same extent as those liens described in Section 1 of Article IV.

ARTICLE VIII TRACTS B THROUGH E

Section 1. Ownership of Tracts designated on the plat as B through E of the Property shall not pass to the Homeowner's Association.

Section 2. Tracts designated on the plat as B, C, D and facilities located thereon, will be utilized by Bigfork Water and Sewer to provide water and sewer services to the properties. Owners will be subject to charges by Bigfork Water and Sewer for such services, including hook-up fees, which such charges shall be in addition to and independent from the general and special assessments levied by the Homeowner's Association pursuant to Article IV herein.

Section 3. The area designated on the plat as Tract E shall be used for the golf course and related purposes only.

ARTICLE IX RESTRICTIVE COVENANTS AS TO USAGE

Section 1. Single-Family Occupancy. Each residential unit shall be used as a single-family residence.

Section 2. Vehicles. All vehicles shall be parked in garages, carports, driveways or designated parking areas and no vehicle shall be parked upon or encroach upon the Common Area. Each occupant shall be responsible to see that visitors and guests utilize the parking areas provided. No outdoor maintenance or repair work shall be performed except washing and polishing. Trucks exceeding a capacity of one ton may not be regularly parked or kept on the properties. Recreational vehicles such as boats, campers, camper-trailers, may not be kept or stored within the properties except on a temporary basis. However, nothing shall prevent storage of such vehicles on the properties in a covered garage. The Association shall have the authority to promulgate rules for the use of vehicles which may be operated on roadways within the Properties, including but not limited to golf carts, motorcycles, motorbikes and bicycles.

Section 3. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the properties except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to any governmental ordinances or laws. Dogs and cats shall be leashed at all times when outside a residential unit and the pet's owner shall confine his pet for excretion to such areas as may be designated by the Association. Owners shall be responsible to clean up after their pets. Pets constituting a nuisance may be ordered by the Board to be kept within the residence of the owner or ordered expelled from the Subdivision.

Section 4. Signs. No signs, billboards or advertising devices of any nature except as may be authorized by the Architectural Committee shall be erected or maintained on any part of the Properties. The Association may erect signs or notices for identification purposes in accordance with applicable state and municipal laws or codes.

Section 5. Nuisances. No unreasonably offensive or noxious activity shall be carried on upon the Property, nor shall noises be made or anything be done thereon which may be or become an unreasonable annoyance or nuisance to the neighborhood.

Section 6. Fences. Fences shall conform to zoning regulations and must be approved before erection by the Architectural Committee.

Section 7. Garbage. Dumpster-type garbage containers may be provided at locations specified by the Architectural Committee at the expense of the lot owners. Owners will be responsible for disposing of their garbage and trash in approved containers. No garbage or trash shall be permitted outside of any structure except in approved containers.

Section 8. Exterior Maintenance. Each owner of a lot or a structure shall be responsible to maintain the lot or structure in a manner consistent with its original design, including painting, repair, landscaping, and removing trash and debris.

Section 9. Antennas, Poles and other Structures. No antenna including but not limited to satellite dish receivers greater than 18", pole or other structure shall be erected unless approved by the Architectural Committee.

Section 10. Oil or Mining Operations. No operations of any kind for the purpose of discovering or removing any oil, gas, gravel or minerals of any kind shall be conducted on any premises subject to these covenants.

Section 11. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 12. Drainage Control. Reasonable precaution shall be taken during construction, and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be revegetated within a reasonable time in such a fashion 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.

Section 13. Trees, Shrubs and Water. The removal of trees, shrubs and other improvements from the properties will be prohibited without the express written approval of the Architectural Committee. All landscaping which materially affects the appearance of a lot must have written approval by the Architectural Committee before such improvements are commenced by and Owner. The Owner shall be responsible for the cost of any such improvements. Water usage limiting devices shall be utilized in accordance with the original approved design.

Section 14. Weed Control. Weeds shall be controlled so as to prevent the dissemination of seed and avoid fire hazards. The Association shall be empowered to dispose of weeds at the expense of the lot owner if such lot owner fails to comply with the provisions after reasonable notice. The expense, if any, incurred by the Association shall be a charge on the land and shall be a continuing lien upon the lot until paid.

ARTICLE X GRANT OF EASEMENTS

Section 1. Easement for installation and maintenance of utilities and drainage facilities are reserved on:

- (a) All roadways and common areas; and,
- (b) All property located within five (5) feet of any boundary line; provided, however, on all lots for which prior approval has been obtained to construct a building to the side boundary of such lots, the easement area on such lots shall be within five (5) feet of the front and rear boundary lines and within ten (10) feet of the side boundary line on which such building is not constructed.

Section 2. The Owner of any Lot for which prior approval has been obtained to construct a building to the side boundary of such Lot shall have an easement over and upon the Lot adjoining said side boundary as is reasonably necessary for the construction and maintenance of said building and an easement of encroachment over said adjoining Lot to the full extent that the roof or any other part of said building shall encroach over the boundary of said adjoining Lot.

Section 3. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. Planted or paved areas which are disturbed by utility provider or public authority shall be reasonably restored when the purpose of the disturbance is accomplished.

ARTICLE XI AGRICULTURAL COVENANTS

Section 1. Lot Owners are advised that agricultural activities are conducted in the immediate vicinity which may produce odors, noise, dust and involve the utilization of herbicides and pesticides which can have an effect on this property.

Section 2. Any authorized representative of any governmental agency shall have the right at any reasonable time to inspect the grounds and garden of any lot for disease harboring plants, shrubs or trees and, if found, to dispose of same.

Section 3. Each lot owner shall control or eliminate, to the extent reasonably possible, any noxious weeds, as designated by state or federal law, growing upon the property.

**ARTICLE XII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so there-after. Any court finding violations of any covenant shall have in addition to the foregoing remedies, the right to require abatement of the violation including removal of any structure or improvements, at the expense of the owner of the lot or lots on which the violation occurs. Further, the County of Flathead is hereby given the right to enforce any or all of the covenants and conditions herein as a party in interest. However, the County of Flathead shall not be subject to assessment for any costs whatsoever for the operation, maintenance, repairs, taxes or any other costs of any of the lots or parcels or Common Area within said Subdivision. The party ultimately prevailing in any such action described in this Section (as evidenced by a final judgment for which no appeal is taken) shall be entitled to any award of reasonable attorneys' fees incurred in connection with the bringing of or defense of such action.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by the owners of not less than two-thirds of the lots, and thereafter by an instrument signed by the owners of not less than two-thirds of the lots. Any amendment must be recorded with the Clerk and Recorder of Flathead County, Montana and must bear the written approval of the Flathead County Commissioners. An amendment of the plat of the properties recorded in Flathead County, Montana shall not be deemed to be an amendment of this Declaration.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds votes of the members of the Association.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the _____ day _____, 1998

EAGLE BEND HOMEOWNERS' ASSOCIATION

By: _____
David W. Hilde, President

Attest:
