

River Terrace Estates INC  
P.O. Box 800  
Columbia Falls, MT 59912



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Debbie Pierson, Flathead County MT by AW

**AMENDED**

**DECLARATION OF CONDITIONS COVENANTS AND RESTRICTIONS**

**FOR**

**RIVER TERRACE ESTATES PHASE 2-9**

See attached 5/14

The undersigned do hereby certify and declare that the following reservations, conditions covenants and agreements shall become and are hereby made part of all conveyances of property owned by the undersigned within the Plat of River Terrace Estates Phases 2-9 as the same appears in Plat recorded in records of Flathead County Montana. This document and its terms shall be part of all conveyances and agreements with respect to the property shown on the Plat of River Terrace Estates Phases 2-9 and shall become a part thereof by reference or without reference and to shall thereupon apply as fully and with the same effect as if set forth at large therein. Additional Phases of River Terrace Estates may be granted the benefits and be made subject to the obligations of this Document by an amendment executed by the undersigned for River Terrace Estates, Inc.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period often (10) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods often (10) years, unless an instrument signed by three fourths, 3/4, a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or part. The votes shall be calculated as provided for the homeowners association below.

These covenants, reservations, conditions and agreement inure to the benefit of the undersigned and each of the present and future lot owners.

**1. USE OF PROPERTY:**

- a. No lot shall be used except for residential purposes. No lot shall be used for rentals of less than 30 days. This exclusion includes, but is not limited to, short- term rental through VRBO, Airbnb, and any other private or commercial vacation rental services. No building shall be erected, altered, placed or permitted to remain on any lot other than the dwelling not to exceed two stories, plus basement, in height, and a private

garage for not less than one car however, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, garden shed, private swimming pool or shelter facilities, or pertaining to the protection of such swimming pool, or other recreational facilities, or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such lot.

- b. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including but not limited to skateboard ramps. in or adjacent to, any of the streets.
- c. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

## 2. STRUCTURES:

- a. The floor area of the single family dwelling structure, exclusive of basement, open or screened porches and attached garages, shall be no less than 1100 square feet for a dwelling of one story or 1500 square feet for a dwelling of two stories. Split level dwelling shall contain a minimum floor area of 1500 square feet , with all levels, exclusive of garage area within the dwelling unit, included in computation of footage for such split level dwellings, for the purpose of interpretation of this paragraph, those dwellings with daylight basements shall be classified as a single story, with the basement area excluded from computation of footage. No mobile homes, trailer homes or "double wides" are permitted and all residences must have permanent foundations.
- b. Each owner of a lot within the subdivision shall construct a concrete or asphalt driveway to City codes from street to garage prior to occupancy of the dwelling. Then after the owner shall maintain and repair their driveway. Structures shall be guttered and the run off water shall be retained on site or channeled to the street.
- c. Regarding physical structure (family dwelling and fencing) itself, the following will apply:
  - i. Roof: The roofing shall be of composition material, or better, with a minimum 20 year warranty.
  - ii. Siding: Double wall construction shall be required.
  - iii. Fencing: All fencing shall conform to City of Columbia Falls standards. All fencing shall be constructed of natural materials similar to the subdivisions privacy fence in all regards unless approved by the Architectural Control Committee. No chain link fencing is to be allowed.

- iv. Painting: All house colors must be approved by the Architectural Control Committee.
- d. No semi-truck or other truck larger than a pick up, house trailer, camper, boat or trailer of any type shall be stored or parked in the front yard or driveway portion of any lot, or on any street within the subdivision; such storage area must be behind adjacent building line. Excluded from this provision is the temporary parking of RV's and Boats & Trailer ONLY in the driveway area during the months between June 1 and September 30 each year.
- e. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for natural gas shall be erected, maintained or permitted upon any lot.
- f. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers, pending weekly collection and removal. All incinerators or other equipment for the temporary storage of material shall be kept in a clean and sanitary condition.

3. **ARCHITECTURAL CONTROL:**

- a. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, as defined below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the building setback line, unless similarly approved.
- b. The Architectural Control Committee shall initially consist of three persons designated by the undersigned ("Initial Committee"). Upon the erection and completion of family dwellings, intended for separate occupancy and ownership on all of the lots within the subdivision, and not just this Phases 2-9, the Initial Committee shall turn control of the Architectural Control Committee over to the residents of the River Terrace Estates Phases which have been brought under this agreement, whereupon a majority of the residents shall appoint three (3) members from within the subdivision. Upon the formation of a homeowners association, the members to this committee shall be named by the board of directors of that association.
- c. All appointed members from the subdivision shall serve a two (2) year term. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor for the balance of that member's term.
- d. The members of the committee shall not be entitled to any compensation for

services performed pursuant to this covenant.

- e. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- f. The Architectural Control Committee will approve plans and placement of the house on each lot at their own discretion and will not be responsible, or liable in any event if, in the course of decisions, a house should block a portion or all of another's view, or of any other dispute that may arise from the committee's decisions.
- g. Approved projects must be completed within six (6) months after issuance of a building permit and the Architectural Control Committee's approval (whichever occurs first). Failure to complete work within the prescribed time will cause the approval to be rescinded and re-submission will be required. The Architectural Control Committee may grant an extension under extenuating circumstances brought to its attention.

**4. SIGNS:**

- a. No sign of any kind shall be displayed to the public view on any lot except one professional sign, not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale period, an appropriate entrance sign is excepted here from.
- b. This provision does not disallow signs for yard and garage sales provided the same are posted no more than 48 hours and comply with the appropriate municipal code.

**5. ANIMALS:**

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot other than usual household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

**6. LANDSCAPE:**

- a. Trees and shrubs or landscaping of any kind will be kept neat and orderly. The front yard landscaping of each lot must be completed within three (3) months from the date of completion of a family dwelling structure constructed thereon or prior to occupancy, whichever event shall first occur. In the event of undue hardship due to weather conditions, this provision may be extended upon written request to the Architectural Control Committee. At least one tree must be planted in the front yard prior to occupancy.

- b. All vacant lots and lots with partially constructed improvements shall be kept clear of any construction debris, and walks and grass shall be kept mowed and not allowed to grow to a height of more than six (6) inches.

**7. UTILITIES:**

- a. No outdoor overhead wire or service drop for the distribution of electric energy. All owners of lots within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided. An entrance panel of not less than 200 amp capacity and a District approved type meter socket connected to a rigid metallic conduit of not less than two (2) inch diameter extending from the meter to not less than eight (8) inches below the finished ground surface, all to be installed and maintained at the expense of the builder or owner of said dwelling, in conformity with applicable codes and regulations, it being the intent herein that the homeowner shall also own, install and be responsible for the maintenance of underground service conductors from the point of the Public Utility District's delivery point on the property line to the service entrance panel on the residence.
- b. Television antennas, satellite receivers or other telecommunications equipment may not be installed excepting accordance with a site or landscaping plan approved by the Architectural Control Committee. Such equipment will be located to minimize its visibility from the roadways. Satellite dishes with a maximum outside diameter of one and one-half (1 1/2) feet shall be installed, unless with the consent of the Architectural Control Committee. All satellite dishes shall be screened from Talbot Road.

**8. ENFORCEMENT:**

- a. The terms contained herein may be enforced by a homeowner's association if one is formed or by any owner of a lot covered by this document.
- b. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages
- c. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provision which shall remain in full force and effect.

**9. HOMEOWNERS ASSOCIATION:**

- a. For the purposes of maintaining the common area and any other portion of the property eventually deeded to the association or set aside for common use, an Association may be formed by the Developer. This Association shall be composed of the members who are the owners of all tracts contained within the above described property and such other properties which shall be phases of River Terrace Estates as are made subject to and beneficiaries of these covenants pursuant to the

provisions hereof. Each lot shall have one (1) vote, but that vote shall be proportionally distributed between all owners. As used herein, the owners of the property shall be the person holding possession and title (including herein a purchaser under direct contract for deed), but shall not include a mortgagee or a contract seller. Until such time as the developer has sold 2/3rds of the lots the last phase of the subdivision and at least 2/3rds of the lots in the entire subdivision or until the expiration of 15 years from the date of this document, whichever occurs first, he shall be entitled to two votes for each lot owned by him.

- b. Any properties commonly serving more than one (1) lot shall be the responsibility of the aforesaid Association as to maintenance, construction and the like. The Association shall have the right to determine if any improvements are to be made, accept bids for improvement and assess each owner. Any such assessment shall become a lien upon the premises if not paid within thirty (30) days of the assessment. This lien may be accomplished by filing a notification of failure of payment upon the premises in question with the Clerk and Recorder of Flathead County, Montana, with said notice indicating that a certified copy of the notice was also forwarded to the then owner of the property as described herein. The prevailing party in any action to foreclose a lien shall be entitled to attorney fees.
- c. In addition, this Association may, in its discretion, form a non-profit corporation or take such other action as necessary or as it deems necessary to further complete its needs.
- d. The Association shall elect a Board of Directors at an annual meeting to be held about the third week of May each year. That Board through its Chairman shall be responsible for convening all meetings, for special necessities or sending notice of the annual meeting which will be sent at least two (2) weeks in advance. The Association may act with a quorum being required of the lots being represented in person or by proxy and a majority vote being necessary to pass any action, except for amendment to these Covenants.
- e. Annual dues shall be put in force to satisfy any expenses set forth to assemble and maintain the HOA for River Terrace Estates. The dues shall be voted on and approved by a vote of the members and follow the rules set forth for the voting practices at the annual meeting or by special meeting called by the board of the directors.
- f. The annual Dues are due on June 1<sup>st</sup> of every year, with 60 days to pay. After August 1<sup>st</sup> a penalty will be added to the Dues. A letter of the HOA Dues that are due and intent to lien will be sent out by Certified Mail. If not received by September 1<sup>st</sup> a filing and handling fee will be added. If no response is received after 10 days a lien will be filed on the property address. If the above lien is not paid by next due date fees will double. If in the future the handling and filing fees need to be adjusted the RTHOA Board can make a motion at the Annual Meeting to adjust the fees as necessary.
- g. This Association shall also be the Association which will take control of the

architectural review but, only one owner from each lot shall sit on the architectural review committee as discussed in the prior section.

10. **AMENDMENT:**

In the event that it appears to the advantage of this platted subdivision that these restrictions should be modified then and in that event, any modification desired may be made by affirmative vote of the owners of 67% of lots within this subdivision and evidence by suitable instrument filed for public record (If there are more than one owner of a lot, only one need sign the document); or if such event occurs prior to the severance of 67% of the lots from the undersigned, an amendment may be made by the undersigned; if such an amendment occurs while the undersigned in the owner of any lot, consent of the undersigned to such modifications or waiver of non-conformity must be evidenced by special permission granted in writing by the undersigned, or its successor interest.

Dated this 7<sup>th</sup> day of May, 2021.

**River Terrace Estates, Inc.**

By Jerry Buchanan  
Jerry Buchanan, Treasurer

STATE OF MONTANA COUNTY OF FLATHEAD

On this 7<sup>th</sup> day of May, 2021, before me, the undersigned, Notary Public for the State of Montana, personally appeared **Jerry Buchanan**, known to me to be the TREASURER of the above named corporation and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of the corporation.

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

NOTARY PUBLIC for the State of Montana Nora Christensen

SEAL

