

*After recording mail to:*

Team Development, LLC  
P.O. Box 1642  
Brush Prairie, WA 98606  
(360) 907-3865



Debbie Pierson, Flathead County MT by DD

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### COMMON FACILITIES AGREEMENT WITH DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

This Common Facilities Agreement with Declaration of Easements, Covenants, Conditions and Restrictions, (hereafter "*Agreement*"), is by and between Team Development, LLC, a Montana licensed foreign limited liability company, (hereafter "*Declarant*"). Declarant does hereby declare that the Properties described below shall at all times be owned, held, used and occupied subject to the provisions contained in this Agreement.

#### Recitals

**Whereas**, Declarant is the Owner of certain real property in Flathead County, Montana, known as Southside Estates Subdivision, for which a plat or map thereof is on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana;

**Whereas**, the Southside Estates Subdivision is subject to that certain Declaration of Covenants, Conditions and Restrictions of Southside Estates, recorded on August 28, 2017, under County Clerk and Recorder's number 201700021018, (hereafter "*CC&Rs*");

**Whereas**, the Declarant has or will cause a Townhouse structure containing two contiguous residential dwellings to be constructed on the Properties described below, which shall be subject to the CC&Rs, as well as this Agreement;

**Whereas**, the Declarant is the owner in fee simple of the two adjacent Properties described as follows:

1. Lot 1A of Southside Estates Corrected, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana; and,
2. Lot 1B of Southside Estates Corrected, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.



**Whereas,** the two contiguous residential dwellings that make up the Townhouse on the Properties are or will be separated by a "Party Wall", and will share a common roof, foundation, driveway slab, Party Fence, and other Common Facilities as described herein;

**Whereas,** MCA 70-17-101 permits certain burdens and servitudes upon land which may be attached to other land as incidents or appurtenances and treated as easements; and,

**Whereas,** the Declarant, for itself and its successors in title, desires to enter into this Agreement to establish the rights and responsibilities, covenants, conditions, restrictions, easements, and other provisions of this Agreement as to the use, occupancy and enjoyment of the Common Facilities on the Properties:

### **Agreement**

**NOW THEREFORE,** to further the general purposes herein expressed, Declarant does hereby establish, publish and declare that the following covenants, conditions, restrictions, easements and other provisions shall run with the land, shall be a burden and a benefit to Declarant and to each person and entity having any interest in any part of the Properties, and each of their respective heirs, personal representatives, executors, administrators, devisees, successors and assigns.

**Section 1 – Recitals.** The foregoing Recitals are true and accurate, and are incorporated herein by reference.

**Section 2 – Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms used in this Agreement shall have the following meanings:

- 2.1. Common Facilities.** "Common Facilities" shall mean and include collectively all of the following improvements servicing both Properties and now or hereafter existing on the Properties:
  - 2.1.1. Party Wall.** "Party Wall" shall mean and refer to the common wall between and dividing each adjoining Townhouse dwelling unit and located on the division line between the Properties.
  - 2.1.2. Party Foundation.** "Party Foundation" shall mean and refer to the common foundation elements, located above and below ground level, between and dividing each adjoining Townhouse dwelling unit and located on the division line between the Properties.
  - 2.1.3. Party Roof.** "Party Roof" shall mean and refer to the common roof elements shared by the adjoining Townhouse dwelling units and located on the division line between the Properties.
  - 2.1.4. Party Fence.** "Party Fence" shall mean and refer to the exterior fences, if any, separating the two Properties.
  - 2.1.5. Party Slab.** "Party Slab" shall mean and refer to any common improved surface located partially on both of the adjoining Townhouse dwelling units as well as on the division line between the Properties including, without limitation, any



common driveway or patio surface, whether constructed of concrete, asphalt, brick pavers, or other material.

**2.1.6. Other Common Improvements.** "Other Common Improvements" shall mean any and all structures, buildings, improvements, pavement, landscaping, utilities, and fixtures of any kind now or hereafter located on any part of the Properties which either divide the Properties, are located on the division line between the Properties, or are common to the two adjoining Townhouse dwelling units on the Properties.

**2.2. Owner.** "Owner" means any person or entity owning a fee simple interest in one or both of the Properties, or a contract purchaser, whether one or more persons or entities, owning or purchasing one or both of the Properties, and their successors in title, but excluding those having a mortgage or an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of either of the Properties for value, the term "Owner" shall mean the "Declarant" or its successors or assigns.

**2.3. Properties.** "Properties" means the real Properties which are and shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, easements and provisions herein set forth, and which are more particularly described on the first page of this Agreement.

**2.4. Townhouse.** "Townhouse" shall mean the building or buildings containing two contiguous residential single-family dwelling units located on the adjacent Properties, with each dwelling unit separated from the other similar dwelling unit by a common Party Wall having no doors, windows or other provisions for human passage or visibility. Each of the attached dwelling units has or will have (a) independent water and sewer service lines and metering pursuant to the applicable plumbing code and any other City of Kalispell regulations; and (b) a 2-hour fire wall separating each dwelling unit from the adjoining dwelling unit.

**Section 3 – Shared Use and Maintenance of Common Facilities.** Each Owner shall have and is hereby granted a one-half, undivided interest in and to the Common Facilities. Each Owner may use the Common Facilities in accordance with the purposes for which they are intended but may not hinder or encroach upon the lawful rights of the other Property's Owners. Neither Owner shall have the right to damage, destroy, remove, or make any structural changes to the Common Facilities without the prior written consent of the other Owner, except as allowed by this Agreement.

**3.1. Maintenance of Common Facilities.** The Owners of both Properties shall keep the Common Facilities in a condition of good order and repair and shall cause such inspection, maintenance, repair, restoration and replacement as may be necessary to keep the Common Facilities in such condition. In the event of damage to or the destruction of any Common Facilities, the Owners of both Properties shall, with due diligence, repair, restore and/or replace the damaged or destroyed Common Facilities to substantially the same condition which existed prior to the damage or destruction, including the use of the same or similar materials and in the same proportions, and each Owner shall have the right to the full appropriate use of the Common Facilities as so repaired, restored and/or replaced.





- 3.2 Exterior Decoration.** In order to maintain uniformity, the entire exterior of the two residential Townhouse dwelling units have been painted in the same color and roofed with the same color and style of roofing material. The aesthetics of the continuation of a common color scheme for the Townhouse dwelling units is in the best interest of the Owners of the residential units. The exteriors of the Townhouse dwelling units on the Properties shall therefore be decorated, painted and roofed with uniform materials and uniform color(s). Should the Owners wish to modify the existing colors, roofing, or other decoration, the Owners must mutually agree in writing to such uniform changes. Otherwise, the exterior paint colors, roofing material and color, and/or other decoration shall be of the equivalent color, material, and style as when the Townhouse residences on the Properties were constructed.
- 3.3. Party Slab.** If any Party Slab repairs are required, and if the entire monolith structure must be involved in the repair process, the Owners of both Properties shall cooperate regarding repairs.

**Section 4 – Responsibility for the Costs of Common Facilities.** The cost of maintaining any of the Common Facilities shall be borne by one or both of the Owners as described in this Agreement.

- 4.1. Shared Costs.** If the Owner of a Property has caused an inspection, maintenance, repair, restoration or replacement of any Common Facilities having complied with Section 4.2 below, then except as provided in Section 4.3, the cost of such inspection, maintenance, repair, restoration or replacement (hereinafter referred to as the “*Work*”) shall be shared equally by the Owners of both Properties in the following situations:
- 4.1.1.** The Work is approved by the Owner of the other Property; or,
  - 4.1.2.** The Work is reasonably required in order to keep the Common Facilities in a condition of good order and repair, or in order to repair, restore and/or replace damaged or destroyed Common Facilities; or,
  - 4.1.3.** The Work is immediately required for the habitability of the Townhouse dwelling unit on the Property of the Owner causing the Work or for the health, safety or welfare of occupants of such dwelling unit.

If an Owner receives a bill for expenses that pursuant to this Agreement are to be shared by the Owners of both Properties, such Owner shall provide a copy of the bill to the other Owner, and such other Owner shall pay, within 10 days after receipt of such bill, said Owner’s share of the amount due to the Owner who received the bill. The Owner who receives the bill shall cause the bill to be paid in a timely manner. All amounts required to be paid by an Owner under this Agreement shall be the personal and individual obligation of such Owner.

- 4.2. Conditions for Cost Sharing.** Before the Owner of a Property causes any inspection, maintenance, repair, restoration or replacement of any Common Facilities, such Owner shall first do the following:
- 4.2.1.** Give reasonable prior notice of such Work to the Owner of the other Property; and,
  - 4.2.2.** Make diligent, good faith efforts to reach an agreement with the Owner of the other Property as to the nature, scope, timing, cost and other details of such





Work, and the arrangements among the Owners of the Properties for the payment of the costs of such Work.

In the case where immediate action is required, (i.e., a condition that is immediately threatening to the safety of persons or property), and it would not be reasonable under the circumstances to give prior notice of Work, the notice requirements of this Section 4.2 may be disregarded.

**4.3. Sole Responsibility for Costs.**

**4.3.1.** Notwithstanding anything to the contrary stated in this Agreement, if the negligence or willful act or omission of a Property's Owner or occupant or of such Owner's guests, invitees or agents causes damage to or destruction of Common Facilities, such Owner shall bear the entire cost of repair, restoration and/or replacement necessary to repair, restore and/or replace such Common Facilities to substantially the condition that existed before the occurrence of the damage or destruction.

**4.3.2.** To the extent that one Owner's personal part of Common Facilities is damaged (i.e. such as the interior sheetrock, paint, wallpaper, or trim attached to the interior of a Party Wall) in a situation that is not incident to general damage to the Common Facilities, then the Owner of the damaged portion of the Party Wall or other Common Facilities shall repair its portion of the Common Facilities at its own cost and expense.

**4.4. Additional Remedies for Failure to Pay or Contribute.** If either Owner shall neglect or refuse to timely pay his or her share of costs, whether that share be a portion or all of the costs as allocated herein, and where the other Owner has Common Facilities repaired or restored, the other Owner shall be entitled to have a mechanic's lien on the Property and dwelling unit of the Owner failing to pay for the amount due from such defaulting Owner for the repair or replacement costs together with interest at the maximum rate allowable. The Owner having such Common Facilities repaired or replaced shall, in addition to the mechanic's lien, be entitled to recover all reasonable attorney's fees and costs associated with the mechanics lien and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the real property records of Flathead County, by affidavit declaring under oath the claim of the mechanic's lien. The Owner's lien may be foreclosed in like manner as a mortgage on real property. All amounts due for satisfaction of the lien shall also be the personal obligation of the defaulting Owner.

**Section 5 – Other Liability.** Any injury to third parties caused by the use, maintenance or modification of the Common Facilities is the responsibility of both Property Owners jointly, unless the injury is caused by the act or omission of one of the Owners, in which case the Owner whose act or omission caused the injury shall be solely liable.

**Section 6 – Easements.** In addition to all other easements to which the Properties are subject, the Properties shall be subject to the easements set forth on the Southside Estates Subdivision Plat and the easements provided for in this Agreement, even if not specifically shown on the Plat. Such easements created by this Agreement are and shall (a) remain burdens upon the interest and ownership of each Property, (b) be appurtenant to and conveyed as a part of a Property without additional reference in



the conveyance, (c) be inseparable from the ownership of a Property, and (d) not be separately conveyed, except by amendment to this Agreement. The easements herein created are non-exclusive, perpetual easements that shall run with the land, provided that if the Properties are ever recombined into a single parcel, the easements shall thereupon terminate. Said easements shall be interpreted to give equal rights of use of each easement to the dominant and servient estates.

- 6.1. Easements Created for Initial Encroachments.** Should any of the Common Facilities on the Properties be so constructed that any part of the Common Facilities extend over the boundary line of one Owner's Property and onto the Property of the adjoining Owner, the Common Facilities of such Property so extended shall remain as situated and shall be construed and deemed to be a Common Facility of the Properties, so that in the event an encroachment exists, neither Owner shall be compelled to take down or remove such Common Facilities for so long as the same shall remain standing. Such encroachment shall be deemed permissive, with no adverse or prescriptive rights created on the Property that is burdened by the encroachment.
- 6.2. Reciprocal Easements Created for Access.** Each Property Owner (and its agents, contractors or employees) shall have and is hereby granted a perpetual easement on, over, across, in, under and through the one-half, undivided interest held by the other Owner in and to the Common Facilities on the Properties for the sole purpose of access in a reasonable manner and at reasonable times for purposes of installation, inspection, maintenance, repair, restoration and replacement of the Common Facilities. Such rights are only to be exercised upon reasonable prior notice to the other Property Owner and only to the minimum extent necessary to perform such installation, inspection, maintenance, repair, restoration and replacement to carry out the purpose and intent of this Agreement.
- 6.3. Easements Created for Future Encroachments.** To the extent that Common Facilities may be deemed to be an encroachment by one Property on the other Property by reason of error in location due to settlement or innocent error in the restoration thereof, there is hereby created a perpetual easement in favor of the Property from which the encroachment exists for the purposes of maintenance and support of each encroachment. Such encroachment shall be deemed permissive, with no adverse or prescriptive rights created on the Property that is burdened by the encroachment.

**Section 7 – Resolution of Disputes.** Except in the case of an emergency, if the Owners cannot reach a mutual agreement about their obligations for the maintenance or repairs or for damage or destruction to Common Facilities, then the Owners mutually agree to first submit the dispute to mediation within fifteen (15) days of the initial written notification of the dispute. The Owners shall agree upon a mediator. In the event the Owners are unable to agree upon a mediator within 10 days after the expiration of the 15-day notice period, the Owners shall each select a mediator and those mediators shall agree upon another mediator who shall conduct the mediation. The Owners shall share equally the mediator's fee and any other costs or filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the Owners fail to reach agreement in mediation, each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Agreement.

**Section 8 – Additional Covenants.** The covenants, conditions and limitations imposed herein shall be deemed covenants running with the land and running with each Property for the benefit of, and as a limitation and burden upon each Property, and upon all future Owners of the Properties, and their





heirs, personal representatives, executors, administrators, devisees, successors and assigns, who will be subject thereto in all respects as though the covenants, conditions and limitations imposed herein had been specifically included in the deed transferring title to the Property and made a part thereof, and deemed accepted, ratified, adopted and declared as a personal covenant of the grantee(s) under such deed. The right of the Property Owners to use Common Facilities from time to time shall be perpetual, but the covenants contained herein shall not be personally binding upon a Property Owner from time to time except with respect to obligations existing or to a breach occurring during the period that a party is the Owner of either Property.

- 8.1. Southside Estates Subdivision CC&Rs.** The Properties described in this Agreement are a part of the Southside Estates Subdivision and are subject to the CC&Rs for the Southside Estates Subdivision. As such, each Owner of a Property described herein shall automatically become a member of the Southside Estates Homeowners Association and shall be subject to the CC&Rs and Bylaws of that organization.
- 8.2. Covenant for Quiet Enjoyment.** The Owners recognize that sharing a Party Wall can result in sound from one Townhouse dwelling unit being audible in the adjoining Townhouse dwelling unit. Each Owner agrees not to create sound or allow others to create sound in their Townhouse dwelling unit that is unreasonably disturbing to the occupants of the adjoining Townhouse dwelling unit. If either Owner elects to rent his or her Property, the lease or rental agreement shall require the tenants to comply with the duty to minimize sound that can be heard in the adjacent Townhouse dwelling unit. If tenants do not reasonably respect this requirement, the parties may pursue appropriate remedies and defenses available under law.
- 8.3. Covenant of Reasonable Care.** Each Property Owner affected by this Agreement shall be responsible for the care and maintenance of his or her individual Townhouse dwelling unit and other improvements that may be located upon the Owner's Property, including doors, windows, siding, roofing, etc., as well as Common Facilities located on his or her Property. All repairs and maintenance to an Owner's Property shall be performed in such a manner that the Common Facilities and the adjoining Property shall not be adversely affected. In this regard, all maintenance and repairs shall be carried out in a manner that will restore the building as close as possible to its original condition, including colors. All replacement parts shall be exact duplicates of the original parts, if possible.
- 8.4. Covenant of Cooperation During Reconstruction.** If either Owner desires to reconstruct all or part of the Owner's residence, or do anything which will impact the Common Facilities, or if the Owner desires to undertake any construction activity which requires a building permit to be signed by both Owners, such Owner shall notify the other Owner in writing prior to submitting the permit application and shall include the proposed plans for reconstruction in such written notice. Each Owner agrees that it shall pay any and all costs of its own construction activities and shall make every effort to continue availability of Common Facilities to the other Owner during the period of construction. If applicable law and/or the City of Kalispell require the joinder of the Owners of both Properties in the application for any permit, the Owner seeking to permit any construction must obtain the approval and joinder of the other Owner, which approval must not be unreasonably withheld.
- 8.5. Covenant to Keep Properties Free from Certain Liens.** Unless otherwise provided in this Agreement for permissible Work relating to the Common Facilities, each Owner





agrees that no improvement or repair made to the residential structure or other improvements on the Owner's Property shall result in encumbrances or liens on the other Owner's Property, and that the Owner shall be liable to the other Owner for all mechanics liens and any associated fees and costs in obtaining the release of any lien, such as but not limited to, payment of the lien and any applicable interest thereon, attorneys' fees, recording fees, and court fees and costs, as well as all losses, liabilities, damages, claims, costs and expenses, including reasonable attorney's fees, resulting from the existence of the prohibited lien.

#### **Section 9 – Duration, Termination, and Amendment.**

- 9.1. Termination Upon Total Condemnation.** If both of the Properties are taken, condemned, sold or otherwise disposed of in lieu or in avoidance of condemnation, then the regime created by this Agreement shall terminate.
- 9.2. Other Termination or Amendment.** The provisions of this Agreement shall continue and remain in full force and effect until the earlier of (a) January 1, 2098, or (b) the date when the Common Facilities no longer exist and where there is no intent by either Property Owner to rebuild them. This Agreement may only be changed, modified or terminated by a written instrument executed by all of the then-Owners of both Properties subject to this Agreement and recorded in the real estate records of Flathead County, Montana.

**Section 10 – Insurance.** Each Owner shall obtain and keep in force homeowners insurance insuring their building and their interest in the Common Facilities for their full insurable replacement value against fire and other customary casualties. Each Owner shall also obtain and keep in force liability insurance covering their Property and their interest in the Common Facilities. On request of either Owner, the other Owner shall provide written proof of such insurance.

**Section 11 – Non-Merger of Real Property Interests.** It is acknowledged that as of the date of execution of this Agreement by the Declarant, the two Properties are owned by the same entity. However, it is anticipated that the common ownership of the two Properties will be severed at some time in the near future. It is the express intent of the Declarant that the easements and other rights, privileges and covenants provided herein shall not be deemed to be merged or ineffective by reason of the present common ownership of the two Properties. If for any reason the present common ownership of the two Properties is deemed to cause a merger or otherwise render ineffective any easements, rights, privileges and covenants provided herein, all such easements, rights, privileges and covenants shall be deemed automatically granted and re-granted and in full force and effect at such time as the common ownership is severed by conveyance of one of the Properties to a third party, and all such easements shall thereupon be deemed to be effective and in full force and effect without any further action by the Property Owners or their successors or assigns. For purposes of this Agreement generally, the doctrine of merger shall not apply.

**Section 12 – Application of General Law.** Any matters concerning the Common Facilities which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding the particular Common Facility involved, including general rules relating to liability for personal or property damage due to negligence or willful acts or omissions.

**Section 13 – General Use of Properties and Common Facilities.** The Property Owners shall not use the Properties for any purpose other than that of a residence and shall not use the Properties or



any part thereof for any illegal purpose. The Property Owners agree to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said Properties. The Property Owners shall maintain the Properties and the Common Facilities in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such Properties and Common Facilities.

**Section 14 – Rights and Remedies Cumulative.** The rights and remedies under this Agreement are cumulative, and the use of any one right or remedy by either Owner will not preclude or waive that Owner's right to use any other right or remedy. These rights and remedies are in addition to any other rights the Owner's may have by law, statute, ordinance, or otherwise.

**Section 15 - Attorney's fees.** In the event of a dispute arising under any provision contained in this Agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees incurred. It is expressly understood by any person or entity purchasing a Property described in this Agreement that if an action is successfully brought against an Owner for a violation of the terms of this Agreement, a reasonable attorney's fee shall be assessed against the Owner in addition to costs and any other damages.

**Section 14 - Waiver.** Failure by any Owner to enforce any provision of this Agreement shall not operate as a waiver of any such provision or the right to enforce such provision thereafter, or as a waiver of any other provision of this Agreement. No waiver of compliance with any provision or condition of this Agreement, and no consent provided for under this Agreement, shall be effective unless evidenced by an instrument in writing duly executed by all of the then-Owners of both Properties.

**Section 15 - Gender and Number.** As used in this Agreement, words in the present tense shall include the future tense. Words used in the feminine, masculine or neuter gender shall include each other gender. The singular shall include the plural, and the plural shall include the singular.

**Section 16 – Severability.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**Section 17 – Governing Law / Venue.** This Agreement is made and executed under and shall be governed and construed by the laws of the State of Montana. All proceedings to enforce any of the provisions of this Agreement, whether at law or in equity, shall be brought in and only in the courts of Flathead County, Montana, or the City of Kalispell, Montana, as may be appropriate.

**Section 18 - Conflict with Other Restrictions.** Notwithstanding anything to the contrary contained in this Agreement, in the event of a conflict between any provisions of this Agreement and any other provision of any other covenant, condition, restriction or easement to which either Property is subject as of the date of the recording of this Agreement, the provision which is the more stringent or restrictive shall govern and control.

**Section 19 - Joint and Several Liabilities of the Owners.** The Owners, if more than one, having the ownership of a Property shall agree among themselves how to share the rights and obligations of such ownership, but all such Owners shall be jointly and severally liable for performance and observance of all of the duties and obligations of an Owner hereunder with respect to the Property in which they



own an interest. If there is more than one Owner of a Property, the Owners shall designate one of such Owners to act as the representative of all the Owners of said Property and shall provide written notice to the Owner of the other Property of the name, mailing address and phone number of the designated representative. If no such designation is made, or if the Owners of a Property fail to provide such written notice to the Owner of the other Property, the Owners of the other Property shall have the right to rely on the statements and decisions of any Owner of such Property.

**Section 20 - Notices.** All notices required or permitted to be given hereunder shall be in writing. All notices or demands to be served upon Owners of a Property shall be personally served, or sent by certified mail, postage prepaid, addressed in the name of the representative of the Owners at the mailing address provided pursuant to Section 19 above. If no designation of a representative is made, or if the Owners of a Property fail to provide to the Owners of the other Property written notice of the name and mailing address of the Owner of such Property or of such Owner's representative, notice may be sent to the address of the Owner as shown on the records of the Flathead County Assessor. Notices shall be considered effective as follows: (a). If hand-delivered, when received; or (b). If mailed with the United States Postal Service, three days after deposit with first-class postage prepaid.

**Section 21 - Use of Term "Including".** When the term "including" or the term "include" is used in this Agreement, it shall mean "including without limitation", unless the context requires otherwise.

**Section 22 - Headings.** The Section headings in this Agreement are included only for purpose of convenient reference, and they will not affect the meaning or interpretation of this Agreement.

**Section 23 - Mortgagee Rights.** Nothing contained in this Agreement shall be construed so as to alter the rights of any mortgagee of either Property to obtain payment of insurance monies in rebuilding, reinstating or repairing all of any part of the dwelling units located on the land, or at its option to have such insurance monies paid to it or paid to it partly in one way and partly in the other, or applied in whole or in part to the mortgage debt or any part thereof whether due or not then due.

IN WITNESS WHEREOF the Declarant has duly executed this Agreement as of the day and year indicated below.

DATED this 10<sup>th</sup> day of April, 2018.

*(Signature of Declarant as the Owner of each of the Properties described herein.)*

Team Development, LLC

  
By, Brian Wells, its Managing Member

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STATE OF MONTANA       )  
  ) ss.  
COUNTY OF FLATHEAD    )

On this 10 day of April, 2018, before me, the undersigned, a Notary Public for the State of Montana, personally appeared BRIAN WELLS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his voluntary act as Managing Member of Team Development, LLC.

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

Notary Public for the State of Montana

Residing at: Kalispell

My commission expires: 1-15-2020

