



Debbie Pierson, Flathead County MT by DT

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After recording please return to:

Vincent G. Rieger
Law Office of Vincent G. Rieger, P.C.
P.O. Box 9677
Kalispell, Montana 59904

0015287 SC
★ ★

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR
WILD BILL RESERVE

THIS DECLARATION is made this 17th day of August, 2021, by Paul D. Wachholz, whose mailing address is P.O. Box 1477, Kalispell, Montana 59903-1477, hereinafter referred to as the "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the real property hereinafter described and is desirous of subjecting said real property to the conditions, covenants, and restrictions hereinafter set forth.

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

1. **DESCRIPTION.** The real property which is and shall be held, conveyed, transferred and sold subject to the conditions, covenants and restrictions of this Declaration is located in the County of Flathead, State of Montana, and is more particularly described as follows (collectively the "Property" or individually a "Lot"):

Parcels of land located in a portion of the SE ¼ of Section 33, Township 27 North, Range 22 West, P.M.M., Flathead County, Montana, more particularly described as:



LOTS 1 – 6 OF WILD BILL RESERVE

AS SHOWN ON THE PLAT OF WILD BILL RESERVE

**AND ALL FUTURE PHASES OF WILD BILL RESERVE WHICH ARE
ANNEXED BY A DULY RECORDED DECLARATION OF ANNEXATION.**

2. **ANNEXATION.** At the sole discretion of the Declarant, an expansion of the Property may be accomplished by recording a Declaration of Annexation and one or more supplemental plats or surveys in the records of the Clerk and Recorder of Flathead County, Montana. The Declaration of Annexation will describe the real property to be annexed, submitting it to these Covenants and provide for voting rights and Assessment allocations as provided in this Declaration. Specifically, each new Lot in the annexed area will be allocated one vote and liability for the common expenses equal to the liability allocated to each of the other Lots, and the proportionate voting interest and allocation of common expenses for the other Lots will be adjusted accordingly. Such Declaration of Annexation will not require the consent of Owners, the Association, or the Board of Directors. Any such expansion will be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

Upon the recordation of any such Declaration of Annexation, the definitions used in this Declaration will be expanded automatically to encompass and refer to Wild Bill Reserve as expanded. Such Declaration of Annexation may add supplemental covenants peculiar to the expansion property in question or delete or modify provisions of this Declaration as it applies to the expansion property added. However, this Declaration may not be modified with respect to that portion of the Property already subject to this Declaration, except as provided below for amendment.

3. **DEFINITIONS.**

- (a) “Owner” shall mean the record owner of fee simple title to any Lot which is a part of the real property subject to these covenants, conditions and restrictions and the term shall also include contract buyers. The term “Owner” excludes those having such interests merely as security for the performance of an obligation.
- (b) “Lot” shall mean any tract, parcel or lot which consists of a portion of the real property described above.
- (c) “Period of Declarant Control” shall mean the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana, and ending on the date which the earlier of the date ten (10) years later or the date that the Declarant has sold or conveyed all of the Lots to third parties.



4. **PURPOSE.** The Lots are subject to the conditions, covenants, and restrictions hereby declared to insure the best use and most appropriate development and improvement of each Lot; to protect the Owners of the Lots against improper use and/or development of other Lots that may depreciate the value of their Lot or the real property as a whole; to preserve the natural beauty of said real property; to guard against the erection of structures built of improper or unsuitable materials; and to insure the highest and best development of the real property.

5. **OWNERS' ASSOCIATION.** Each Owner shall be a Member of the Wild Bill Reserve Homeowners Association, a Montana not-for-profit corporation (the "Association"). Owners shall have one (1) vote for each Lot owned. Owners shall be subject to assessments by the Association as set forth herein. All Lots shall be assessed in equal amounts, regardless of size or location.

6. **RECIPROCAL EASEMENT.** Declarant hereby creates and reserves, for the benefit of all Owners, an eighty foot (80') reciprocal private road and utility easement on, over, through and across Wild Bill Road and sixty foot (60') reciprocal private road and utility easements on, over, through and across the other roads depicted on the Final Plat of Wild Bill Reserve, all of which shall be for the benefit of all of the Lots, and the Owners thereof, their heirs, personal representatives, successors, assigns, tenants, employees, agents, customers and invitees, and said Lots shall be servient to the easements hereby created and reserved, and said easements shall be deemed appurtenant to the Lots benefited thereby. The private road and utility easements shall be depicted on the Final Subdivision Plat or Plats of Wild Bill Reserve, as originally platted or as expanded.

The above-described easements shall inure to the benefit, specifically, of each of the Lots described in or affected by the easement and shall be deemed to run with the land, and shall further inure to the benefit of the present and future Owners of said Lots, and all of said future Owners, and their heirs, personal representatives, successors, and assigns, and said Lots and Owners shall be subject to the aforesaid easement. Said easements shall and may be used in common by the Owners, and their permittees, without any segregation of the easements because they are located over and on any particular Lot or Lots, and the Owners and permittees of the Owners shall have the right of ingress and egress on the lands described, regardless of whether or not such Owners, or their permittees are using such easement on land owned by such Owner or lands owned by the other Owners.

The foregoing easements shall be deemed to have been created and reserved by Declarant for the benefit of the Lots, whether or not conveyances of Lots specifically except or reserve the same. Additionally, the easements shall establish ingress and egress over the private roadways for the general public through the Property.

7. **ROAD MAINTENANCE AGREEMENT.** Each Owner shall be assessed and shall be obligated to pay such Owner's Share of the costs and expenses of maintaining and repairing the private roadways running through the Property. As used herein, an "Owner's Share" shall be a fraction equal to one (1) over the total number of Lots platted in Wild Bill Reserve. The fraction will decrease over time as additional Phases are platted.



8. **USE.** The Lots may be used only for single-family residences. Each Lot shall be limited to improvements consisting of one (1) primary residence and one (1) guest home along with no more than two (2) outbuildings such as garages, shops and barns. No Lot shall be subdivided into any resultant Lot that is less than ten (10) acres.

9. **CONSTRUCTION STANDARDS.** All construction shall comply with the following minimum standards:

- (a) **Completion of Construction.** Once commenced, all construction shall be diligently prosecuted to completion, and shall be completed within two (2) years of commencement.
- (b) **Minimum Size.** All primary residences must be at least nine hundred (900) square feet in size, exclusive of the garage.
- (c) **Height.** The maximum height of any primary residence or guest house on any Lot shall not exceed thirty-six feet (36'). The maximum height of any outbuildings shall not exceed forty feet (40').
- (d) **Setbacks.** All buildings and structures must be constructed in compliance with the following setbacks from the boundary lines:
 - (i) Front - 50'
 - (ii) Side - 30'
 - (iii) Rear - 20'
 - (iv) From Creek - 100' (both sides)(No-Build Zone)

The setback along any roadway shall be measured from the edge of the right of way (and not the property boundary).

- (e) **New Construction.** All buildings or structures, erected, altered, placed or permitted on the Property shall be of new construction.
- (f) **Guest Homes.** In addition to the primary residence, one (1) guest home shall be permitted on each Lot on the conditions that such guest home is at least six hundred (600) square feet; is of the same type construction and generally matches the architectural theme and colors of the primary residence; and such guest home has sanitary sewer facilities approved by the Montana Department of Environmental quality.
- (g) **Outbuildings.** Two (2) outbuildings such as a garage and shop shall be permitted on each Lot on the condition that such outbuildings are of the same type construction and generally matches the architectural theme and colors of the primary residence.



- (h) Fencing. Front yard fences shall not exceed four feet (4') in height. Side and rear yard fences shall not exceed six feet (6') in height.
- (i) Roofing. Roofing materials on structures located on the Lots shall be natural or earth tone in color. Roofing materials shall not consist of bright or shiny materials. Roofing materials shall be fire resistant and shall be "Class A" or "Class B" rated (ASTM E-108 standard) or shall meet the noncombustible definition as provided by the Uniform Building Code (or equivalent or as updated).
- (j) Siding. Siding on structures or other improvements located on the Lots shall be natural or earth tone in color. Siding materials shall not consist of or be painted bright or shiny materials.
- (k) Address Numbers. Each residence and business situated on a Lot shall display a street address sign clearly legible from the nearest roadway and of a size that is visible from no less than one hundred feet (100').
- (l) Utilities. All utility lines shall be installed underground. Propane tanks must either be installed underground or if installed above ground, screened from view.

10. HOUSE TRAILERS, MOBILE HOMES, TEMPORARY STRUCTURES, AND PRE-BUILT STRUCTURES.

- (a) House trailers, mobile homes, recreational vehicles, or any other prefabricated structure designed to sit on a metal frame or metal foundation that is hauled or moved with wheels attached to the metal frame or foundation, shall not be permitted on any Lot. Notwithstanding the foregoing, recreational vehicles may be used as temporary residences on the Lots during construction of a residence for a period not exceeding two (2) years.
- (b) Structures of a temporary nature or character such as tents, shacks, cabins or basements shall not be used as a residence.
- (c) Pre-built structures designed to be installed or erected upon a permanent concrete foundation (and not upon a metal frame or metal foundation) shall be permitted on the Lots.

11. EXTERIOR MAINTENANCE. Each Owner of a Lot on which there are improvements shall provide exterior maintenance upon such improvements. This maintenance shall include painting and repairing all structures, maintaining the lawn and grounds to preclude noxious weeds; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds.

12. SIGNS. No signs, billboards or advertising devices of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than sixteen (16)



square feet advertising the real property for sale or rent or such signs used by builders to advertise the real property during the construction and sales period. Address number signs at the intersections of driveways shall be excluded from this prohibition.

13. VEHICLES. No unlicensed, unsightly, or inoperative motor vehicles, bodies or parts thereof shall at any time be allowed to remain in public view or the view of the other Lot Owners. All motor vehicles shall be parked or stored in a garage or other outbuilding or otherwise screened from view.

14. ANIMALS. Animals shall be permitted on the Lots as follows:

- (a) Domestic pets, such as dogs and cats, shall be allowed as long as they do not constitute a nuisance or annoyance to the other Lot Owners.
- (b) One horse, llama or alpaca, or combination thereof shall be permitted per two (2) acres. Such animals shall be confined at all times within suitable fences or structures of adequate strength to confine the animals under normal conditions.
- (c) Pigs, hogs, or any animal commonly classified as “swine” shall not be permitted on the Lots.
- (d) Cows or any animal classified as “bovine” shall not be permitted on the Lots.
- (e) A quantity of no more than twelve (12) chickens, fowl, or any animal classified as “poultry” shall be permitted on the Lots.
- (f) Under no circumstances may animals be kept or raised for commercial purposes on the Lots. This restriction includes the commercial breeding of dogs and cats or the operation of a game farm of any type.

15. LIGHTING.

- (a) All exterior lighting shall be full cut-off fixtures with the light source fully shielded, with the following exceptions:
 - (i) Holiday lights are exempt for the three (3) month period from November 1 to January 31.
 - (ii) Sensor activated lighting may be unshielded provided it is located in such a manner as to prevent direct glare and lighting into properties of others or into the public or private right-of-way, and provided the light is set to only go on when activated and go off within five (5) minutes after activation has ceased, and the light shall not be triggered by activity off the property.
- (b) All exterior lighting shall not cause light trespass and shall be such as to protect adjacent properties from glare and excessive lighting.



- (c) All non-essential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or not when in use. Lights on a timer are encouraged. Sensor activated lights are encouraged for security purposes.
- (d) Uplighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield from the sky.

16. **TIMBER.** The severance of timber must be conducted in accordance with good forest management practices. The thinning of timber and undergrowth for fire prevention and the removal of hazardous or dangerous trees is encouraged. Clear or near clear-cutting of timber is prohibited.

17. **NUISANCES.** No noxious or offensive activity shall be carried on or permitted upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. **COMMERCIAL USAGE.** No business or commercial activity shall be conducted on any of the Lots except that an occupation of a professional nature may be pursued from the Owner's primary residence or the guest home.

19. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste and such items shall not be kept, except in sanitary and bear proof containers. All containers, incinerators or other such equipment for storage or disposal of such materials shall be kept in clean and sanitary condition.

20. **SEWAGE DISPOSAL.** Individual sewage disposal systems shall be installed on each Lot. Such system shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana Department of Environmental Quality and the Flathead County Sanitarian, or any successor governmental agency with jurisdiction.

21. **WATER.** Each Lot shall be served by an independent water well. All wells shall be drilled and water rights shall be filed in accordance with all requirements and standards promulgated by the Montana Department of Natural Resources and Conservation, or any successor governmental agency with jurisdiction.

22. **SOIL DISTURBANCE AND NOXIOUS WEED MANAGEMENT PLAN.** The Owners shall control noxious weeds on their Lots. The following minimum weed control measures shall be taken:

- (a) Existing topsoil shall be stripped and stockpiled wherever soil is to be disturbed for excavation, construction, and driveways.
- (b) Topsoil shall be replaced on all disturbed areas. Upon replacing the topsoil the disturbed areas shall be seeded with native or commercial grass.



- (c) Any offsite topsoil imported shall be inspected for noxious weeds prior to delivery to the real property.
- (d) All disturbed soil shall receive an initial treatment by a commercial applicator and shall be reseeded with weed free seed.
- (e) On an ongoing basis noxious weeds shall be controlled utilizing a combination of mowing, hand pulling, and commercial application of herbicides.
- (f) All noxious weed management efforts shall be in accordance with the Flathead County Subdivision Noxious Weed Management Plan.

23. NO-BUILD ZONES. The following areas shall remain undeveloped and no permanent structure of any type shall be built in the following areas:

- (a) The 200' wide "No-Build Zone" (100' on each side of the creek) depicted on the Final Plat of Wild Bill Reserve and which is situated on Lots 3, 4 and 5.
- (b) The small "No-Build Zone (Wetland Area)" depicted on the Final Plat of Wild Bill Reserve which is situated on Lot 4.

24. FIRE SAFETY. The wildland urban interface notice and responsibilities attached hereto as Exhibit "A" are hereby incorporated by reference.

25. SEVERABILITY. Invalidity of any one of these conditions, covenants, or restrictions by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

26. ENFORCEMENT. The Declarant and any Owner shall have the option and right to enforce, by any proceeding at law or in equity, all of the conditions, covenants, and restrictions imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any Owner to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. In the event any Owner fails to perform, comply with, or abide by each and every condition, covenant, and reservation imposed by this Declaration, such defaulting party shall pay all costs and expenses, including reasonable attorney's fees, reasonably incurred by the Declarant and/or any Owner taken to enforce the provisions of this Declaration.

27. REMEDIES FOR NONPAYMENT OF ASSESSMENT. Any assessment which is not paid within thirty (30) days after its due date will be delinquent. In the event that an assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

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



- (b) Charge interest from the date of delinquency at the maximum rate permitted under Montana law;
- (c) Suspend the voting rights of the Owner during any period of delinquency;
- (d) Accelerate all remaining assessment installments of the delinquent Owner for the fiscal year in question so that unpaid assessments for the remainder of the fiscal year will be due and payable at once;
- (e) Bring an action at law against any Owner personally obligated to pay the delinquent assessment;
- (f) File a lien with the Flathead County Clerk and Recorder with respect of the Lot and foreclose such lien as set forth in more detail below.
- (g) The remedies provided under this Declaration will not be exclusive, and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.
- (h) Any Assessment chargeable to a Lot will constitute a lien, effective the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the delinquent assessment amounts then owing. Any such statement will be duly signed and acknowledged by an officer or Director of the Association and will be served upon the Owner by mail to the last known address of such Owner or at such other address as the Association may have in its records for the Owner. At least ten days after the Association mails the statement to the Owner, the Association may record the lien in the office of the Clerk and Recorder of Flathead County, Montana. Thirty (30) days following the mailing of such notice to the Owner, the Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana.

28. RESERVED RIGHTS OF THE DECLARANT. Until the expiration of the Period of Declarant Control, Declarant, or any successor declarant, will have the following Special Declarant Rights:

- (a) Development Rights. The right to exercise all development rights in connection with the development of the Wild Bill Reserve subdivision, including without limitation the right or combination of rights hereby reserved by Declarant, as follows:
 - (i) The right to create Lots, common areas, private roadways on the Property.
 - (ii) The right to subdivide Lots and convert Lots into common area or private roadways on any part of the Property.
 - (iii) The right to withdraw real estate from the Wild Bill Reserve subdivision.

- (b) Association Directors and Officers. The right to appoint the officers and directors of the Association.
- (c) Right to Amend. Declarant reserves the right to amend this Declaration and to amend any plat or survey of any Lot owned by Declarant.
- (d) Reservation for Easements. Declarant reserves the right to establish from time to time, by dedication or otherwise, utility, ingress and egress, and other easements over and across the Lots, and to create other reservations, exemptions, and exclusions convenient or necessary for the use and operation of any other property of Declarant or for the benefit of the Property or the Association.
- (e) Reservation of Easements, Exceptions, and Exclusions for Utilities, Infrastructure, and Access. Declarant reserves for itself and its successors and assigns and hereby grants to the Association, acting through the Board of Directors, the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over Lots, for purposes including but not limited to, drainage and parking areas, and to create other reservations, exceptions, and exclusions in the interest of the Owners and the Association.
- (f) Easements Deemed Created. All conveyances of Lots hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easements contained in this Declaration, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.
- (g) Successor Declarant. The right to assign all rights and obligations of the Declarant to a successor declarant, whom shall have all the identical rights and obligations as the original Declarant.

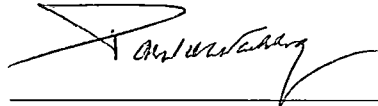
29. DURATION. The conditions, covenants, and restrictions of this Declaration shall run with and bind the land for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

30. AMENDMENT. This Declaration may be amended at any time by obtaining the written consent of sixty percent (60%) of the Owners. Such consent may be given at a vote of the Owners at a meeting, held after not less than thirty (30) days prior written notice of such meeting and the purpose thereof has been sent by certified mail, return receipt requested to the last known address of each such Owner. Alternatively, the written consent may be obtained without meeting upon receiving the written consent of sixty percent (60%) of the Owners by ballot transmitted via U.S. mail or other authorized delivery. All duly adopted amendments hereto shall be recorded in the office of the Clerk and Recorder of Flathead County, Montana.

31. NOTICE. Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, served by registered or certified mail, return receipt requested, or served via electronic mail to the e-mail address on file and of record in the Association's

records, evidenced by a read receipt. An Owner wishing to change its designated address(es) shall do so by written notice to the Association. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be a receipt of the notice.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first above written.

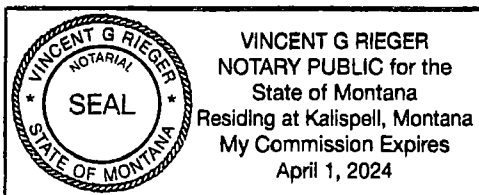


Paul D. Wachholz

“Declarant”

STATE OF MONTANA)
 : ss
County of Flathead)

This instrument was acknowledged before me on August 17, 2021, by Paul D. Wachholz.



Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires: April 1, 2024

EXHIBIT A

RESPONSIBILITIES OF PROPERTY OWNERS IN THE WILDLAND/URBAN INTERFACE

Property owners, residents and visitors in the areas threatened by wildfire have a responsibility for their own life safety. Understanding the risks of living or being in the Wildland/Urban Interface (WUI) is part of that responsibility.

The two keys to your survival and that of your property are early preparedness and clear decision-making at the time of the threat. Perform fuels mitigation; create survivable space around your buildings, and prepare yourself. Learn some of the risks of staying or evacuating. Evaluate whether you are physically and emotionally prepared to stay, and whether other family members will be able to cope with evacuating (including possibly leaving someone behind) or staying. This will enable you to make good decisions during a wildfire threat.

1. PREPARING YOUR PROPERTY

- a. Assets, structures, and property have to be properly prepared and maintained before a wildfire threatens them. Utilize the guidelines and best practices in this document to assist in preparation. If you have further questions, contact your local fire district or department.
- b. Do not assume firefighters will be readily available to defend your property. Prepare your property to survive a major wildfire without firefighter intervention. You must have good access, fire-resistant structures and landscaping, an adequate water supply, and a safe area ready to advance. This will also make defending your property more effective whether you are defending it yourself or receive assistance from firefighters.

2. CREATING A FIRE PLAN

- a. Know where fire is likely to be a threat to your property and evaluate how to access your property safely.
- b. Learn to evaluate the risks of evacuating on mid slope roads and roads where heavy fuel loads are present.
- c. Understand weather patterns and the likely effects weather will have. This will help you decide whether you should evacuate or stay at your property.
- d. Know where your safe zones are.

3. EVACUATING

Evacuating early if you have any doubts about the survivability of your property, your personal safety, and your physical and/or mental ability to stay. Know likely evacuation routes; make sure everyone knows evacuation plans such as the location you and/or your family will evacuate to in case you are split up for any reason, including someone staying behind. Keep in mind that one of the highest risks during a wildfire is traveling on evacuation routes and roads. Even during an early evacuation, fire can cut off your evacuation route. Listen to the advice of local law enforcement and fire protection officers and make your decision accordingly.

PROTECTION ZONE GUIDELINES

Feet from structure	Requirements	Recommendations	Comments
Zone A – Structure Zone			
0-5	* Maintain non-combustible ground material 2-3 ft around structure (Planting beds, rock gardens, pavers, gravel or bare soil). * Fire resistant plants required (See <i>Fire Resistant Plants for Montana Landscapes and Fire and Your Landscape</i>). * Remove all pine needles & flammable ground materials. * Prune tree limbs & branches within 10 ft of the roof. * Remove tree limbs & branches within 10 ft of chimney. * Use <i>Firewise</i> construction and landscaping concepts in this zone.	* Maintain low combustible ground covers. * Minimize flammable vegetation in this zone provided it: - does not touch or overhang the home - are not species that retain dead material or deposit excessive quantities of ground fuel; - And - Is located far enough away from the home so that they will not ignite that home by direct flame contact or radiant heat emission. * Seasonally: - Keep roof and rain-gutters clear of needles and leaves. - Store firewood outside the landscape zone during fire season.	Wildland fire is the #1 threat to the residents of Montana. The goal in this zone is to reduce potential home ignition sources. Action taken in this zone will greatly enhance structure survivability and fire fighter safety.
Zone B – Landscape Zone			
6-30	* Maintained lawn or mowed grass (3"-4") * Remove pine needles and flammable ground materials * Prune all trees so the lowest limbs are at least 6-10 ft above the ground. * Min 30 ft between crowns of native trees or "clumps", (max 5 ft trees/clumps). * Maintain 20 ft between planting islands & groups of shrubs.	* Keep lawns watered, (as conditions allow). * Consider planting beds, rock gardens, xeriscaping and fire resistant plants. * Use bedding plants (<18" high). * Consider non flammable landscape material. * If a moderate or high hazard area, consider fire-resistant materials for patio furniture and other accessories around the home.	Treatment in this zone will create conditions unfavorable for a crown fire, and transition the wildland fire to a ground fire. Tree spacing is intended to reduce the ability to sustain a crown fire and to provide a radiant heat barrier to the residence.

		* Keep patio cushions inside the home when not in use during periods of high fire potential.	
Zone C – Forest/Wildland Transition Zone			
31-100+	* Mow the grassy fuels annually. * Preferred densities for native trees: - Spacing - 20 ft X 20 ft * Remove all ladder fuels. * Maintain 20 ft between crowns of native trees or “clumps” (max 5 trees/clumps) * 20 ft between planting islands. * Prune native tree limbs 15 feet from ground or 1/3 of live crown, whichever is less.	* Consider a mixture of deciduous and coniferous trees. Most deciduous trees do not support high intensity fires. * Provide added protection with “fuel breaks,” such as driveways, gravel walkways, and lawns. * Provide access through fences for fire apparatus access to your remaining property. * Consider coordination with neighboring properties. * Store firewood and other combustibles in this Zone. * Recommend modifying the fuels to the property line for lots ≤ 2.5 acres.	Treatment in this zone will create conditions unfavorable for a crown fire. Tree spacing is intended to reduce the ability to sustain a crown fire and to provide a radiant heat barrier to the residence.
Zone D – Property Perimeter Buffer			
120+ foot wide buffer around perimeter	* Remove heavy accumulations of woody debris, such as piles of stem wood or branches. * Preferred densities for native trees: - Spacing – 15 X 15 * Remove all ladder fuels. * Maintain 15 ft between crowns of native trees or “clumps” (max 5 tree/clump) * 10 ft between planting islands.	* Prune native tree limbs min 8 – 15 ft from ground or 1/3 of crown, whichever is less. * Coordinate with neighboring properties. * Treat entire perimeter of property.	Consistent application of these treatments will create conditions where a crown fire could be transformed into a ground fire, slowing its rate of spread and creating an opportunity for fire suppression resources to safely respond. This zone starts at the property line and comes in a minimum of 120 ft.

Definitions:

Clumps – Groups of trees where crowns are less than 10 ft apart

Crown – Outer edge of tree or “clumps” of trees

Native trees – Lodgepole Pine, Douglas Fir, Ponderosa Pine, Rocky Mountain Juniper, Spruce, Quaking Aspen

Pine needle removal – rake only down to the decomposing layer to avoid erosion problems

Ladder fuels – vegetation of different heights, close enough to allow a surface fire to spread vertically to the top of a tree

Protection Zone Guidelines – Slopes

As slope increases, the need for larger protection zones increases. This chart indicates the minimum suggested distances from the structure of structures to be protected by the defensible space zones. Each of these distances indicates concentric rings spreading out from Zone A.

Percent Slope	Zone B Minimum
0-10	10'
10-20	15'
20-30	20'
Percent Slope	Zone C Minimum
0-10	20'
10-20	25'
20-30	30'
Percent Slope	Zone D Minimum
0-10	70'+
10-20	80'+
20-30	100'+

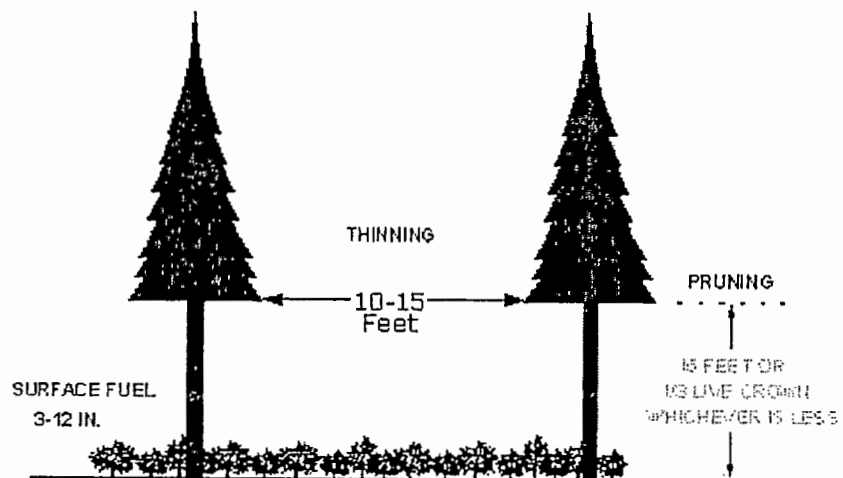
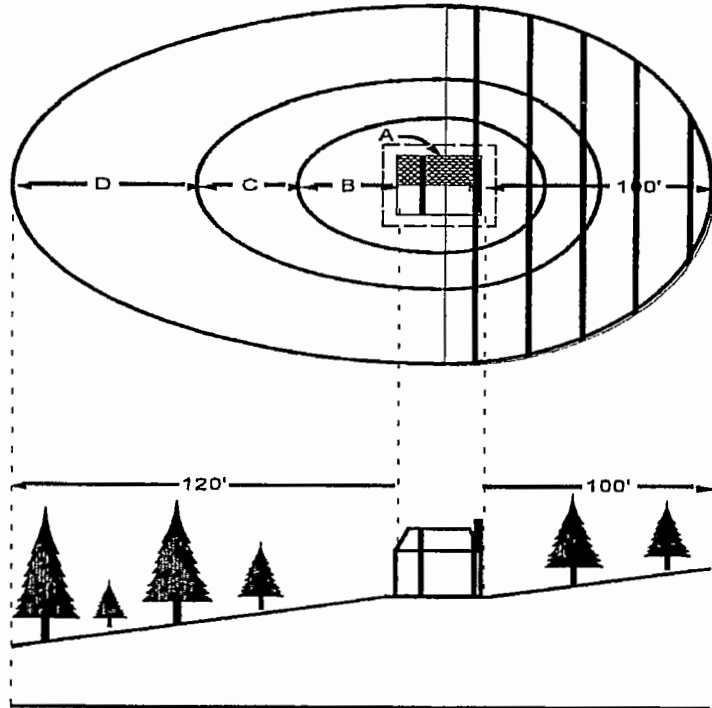


Thinning and Pruning

Thin trees to 10 – 15 feet between crowns.

Prune limbs on all remaining trees to 15 feet or 1/3 of total crown height, whichever is less.

Maintain surface vegetation at 12' or less.





After recording return to:

Vincent G. Rieger
Law Office of Vincent G. Rieger, P.C.
P.O. Box 9677
Kalispell, MT 59904

BYLAWS

OF

WILD BILL RESERVE HOMEOWNERS ASSOCIATION

ARTICLE 1 NAME AND LOCATION

The name of the corporation is Wild Bill Reserve Homeowners Association (the "Association"), a Montana nonprofit corporation. The principal office and address of the corporation is located at 1204 First Avenue East, Kalispell, Flathead County, Montana.

ARTICLE II DEFINITIONS, PURPOSES AND PROPERTY

Section 2.01. *Definitions.* The definitions in the Declaration of Covenants, Conditions, Restrictions and Road Maintenance Agreement for Wild Bill Reserve, as amended from time to time and recorded in the office of the Clerk and Recorder of Flathead County, Montana (the "Declaration"), will apply to these Bylaws, and all defined terms in these Bylaws will have the same meaning as the defined terms used in the Declaration, unless the defined terms in these Bylaws or the context of these Bylaws clearly indicate otherwise.

Section 2.02. *Purposes.* The specific purposes for which the Association is formed are (i) to provide for the maintenance, preservation, and control of the roadways, fire suppression system, and other common elements in the Wild Bill Reserve subdivision located in Flathead County, Montana; and (ii) to promote the health, safety, and welfare of the Owners and users of the subdivision.

Section 2.03. *Property.* The real property comprising the Wild Bill Reserve is more particularly described as:

SA 0015287, 0508782 thru 0508756



Parcels of land located in a portion of the SE ¼ of Section 33, Township 27 North, Range 22 West, P.M.M., Flathead County, Montana, more particularly described as:

LOTS 1 – 6 OF WILD BILL RESERVE

AS SHOWN ON THE PLAT OF WILD BILL RESERVE

AND ALL FUTURE PHASES OF WILD BILL RESERVE WHICH ARE ANNEXED BY A DULY RECORDED DECLARATION OF ANNEXATION.

ARTICLE III MEMBERSHIP

Section 3.01 *Membership.* Every Owner of a Lot, by virtue of being an Owner, and for so long as he is an Owner, will be a Member of the Wild Bill Reserve Homeowners Association (the "Association"). The Declarant shall be considered an Owner and shall be a Member of the Association with all of the same privileges of the other Owners and Members.

Section 3.02. *Responsibilities of Members.* Any person, including Declarant, on becoming an Owner, will automatically become a Member and be subject to these Bylaws. Such membership will terminate without any formal Association action whenever such person ceases to own a Lot.

Section 3.03. *Classes of Membership.* The Association will have one class of voting membership, composed of all Owners, including Declarant.

Section 3.04. *Voting Privileges.* All Members will be entitled to vote on Association matters on the basis of one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons will be Members. The vote for such Lot will be exercised by one person as the Owners among themselves determine.

ARTICLE IV ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 4.01. *Place and Frequency of Meetings.* Meetings of the Members will be held at least once a year at such place, within or without the State of Montana, as the Board of Directors may determine.

Section 4.02. *Annual Meetings.* The first annual meeting of the Members will be held on the date and at a time established by the initial Board of Directors. Each subsequent annual meeting of the Members will be held on a date and at a time set by the Board of Directors. The purpose of the annual meetings is for the election of the Board and the transaction of such other business of the Association as may properly come before the meeting.

Section 4.03. *Special Meetings.* Special meetings of the Members may be called at any time by the President of the Association, or by a majority of the Board of Directors, or upon written request of the Members who are collectively entitled to vote at least 25% of all of the votes in the Association.



Section 4.04. *Notice of Meetings.* Written notice stating the place, day, and hour of the meeting and the agenda for the meeting will be delivered not less than 10 nor more than 50 days before the date of the meeting, personally or by mail or fax or otherwise as permitted by the Montana Non-Profit Corporation Act, by or at the direction of the President, or the Secretary, or the persons calling the meeting, as provided in these Bylaws, to the registered mailing address for notice (as provided in the Declaration) of each Member entitled to vote at such meeting.

Section 4.05. *Quorum.* A quorum is deemed present throughout any meeting of the Association if Members entitled to cast (or proxies entitled to cast) 25% of the votes of the Association are present at the beginning of the meeting.

Section 4.06. *Actions Binding on Members.* A majority of votes cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles, or these Bylaws.

Section 4.07. *Majority of Owners.* As used in these Bylaws, the term “majority” will mean those votes, Owners, or other groups as the context may indicate totaling more than 50 percent of the total number.

Section 4.08. *Voting by Mail.* Voting by mail is permitted for election of the Board of Directors or such other questions that come before the Association. In the case of a vote by mail, the Secretary will give written notice to all Members, which notice will include (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that the Members are entitled to vote by mail for or against such proposal, (iii) a statement of a date not less than twenty (20) days after the date such notice will have been given by which all votes must be received, and (iv) the specified address of the office to which all votes must be sent. Votes received after that date will not be effective.

Section 4.09. *Proxies.* Any Member may cast such Member’s vote in person or by proxy, but no proxy will be valid if it is not dated or if it purports to be revocable without notice. Further, no proxy will be valid after eleven months from the stated date of its execution unless otherwise provided in the proxy or unless voluntarily revoked upon notice, amended, or sooner terminated by operation of law. Finally, no proxy will be valid unless filed with the Secretary of the Association at or before the appointed time of the meeting at which the proxy will be voted.

Section 4.10. *Designation of Voting Representative by Multiple Owners – Use of Proxy.* If title to a Lot is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy.

Section 4.11. *Waiver of Notice.* Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.



ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. *Number, Qualification and Initial Board.* Except during the term of office of the initial Directors appointed by the Declarant, the affairs of this Association will be managed by a Board of three (3) Directors. Except as provided below regarding Directors appointed by Declarant, the Directors will be Members of the Association or the delegates of Members appointed by proxy under Article IV above. The number of the Board of Directors will be established from time to time by amendment to these Bylaws.

The initial number of members of the Board of Directors will be three (3). The names and addresses of the three persons who shall serve on the initial Board of Directors until their successors are appointed are as listed below:

<u>NAME</u>	<u>ADDRESS</u>
Paul D. Wachholz	P.O. Box 1477 Kalispell, MT 59903
Chance L. Wachholz	P.O. Box 1477 Kalispell, MT 59903
Kerrie L. Maitland	P.O. Box 1477 Kalispell, MT 59903

Section 5.02. *Election of Directors.* Upon the sale of ninety percent (90%) of the Lots, or earlier, if so desired by the Declarant, the Declarant shall call a special meeting of the Association, at which Declarant will turn control of the Association over to the Members. The Members will elect a new Board of Directors, and any terms of Directors appointed by Declarant that have not expired will terminate at that time. Subsequently, Directors will be elected by the Members at each annual meeting of the Members. At the first general election of the Board by Members and at subsequent elections, the Members may cast as many votes as they are entitled to exercise under the provisions of Section 3.04 above.

Section 5.03. *Term of Office or Directors.* The term of office for the Directors elected by the Members will be fixed at the time of their election as they themselves will determine in order to establish a system of three-year terms in which at least one-third of the Board is elected each year, and the Board will identify in which year the directorships for each category of representation are subject to election. Each Director will hold office until such Director's successor is elected by the Members and qualified to take over the office.

Section 5.04. *Removal of Directors.* Any Director may be removed, with or without cause, at any regular or special meeting of the Members by two-thirds of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any Director removed may be elected at such meeting to fill the vacancy created by removal of the Director. A Director whose removal is proposed by the Members will be given notice of the proposed removal at least ten (10) days prior to the date of such meeting and will be given an opportunity to be heard at such



meeting. Any Director appointed by Declarant may be removed, with or without cause, at any time by Declarant, and a successor to any Director so removed may be appointed by Declarant.

Section 5.05. *Compensation.* No Director will receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties as a Director.

ARTICLE VI MEETING OF DIRECTORS

Section 6.01. *Regular Meetings.* Regular meetings of the Board of Directors will be held at such regular times as set by the Board of Directors, at such place and hours as may be fixed from time to time by resolution of the Board. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 6.02. *Special Meetings.* Special meetings of the Board of Directors will be held when called by the President of the Association, or by any two (2) Directors, after not less than seven (7) days' notice to each Director.

Section 6.03. *Quorum.* A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast 50% of the votes on the Board are present at the beginning of the meeting.

Section 6.04. *Actions Binding on Directors.* Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

Section 6.05. *Waiver of Notice.* Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

Section 6.06. *Action Taken Without a Meeting.* The Directors will have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. *General.* The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association. Except as provided by these Bylaws or the Declaration, the Board of Directors may do all such acts and things which are not specifically required to be done by the Members and may otherwise act in all instances on behalf of the Association.



Section 7.02. *Specific Powers and Duties.* Without limiting the generality of powers and duties set forth in Section 7.01 above, the Board of Directors will have the following powers and duties, in each case subject only to applicable requirements of the Montana Nonprofit Corporation Act:

(a) To administer and enforce the covenants, conditions, restriction, easements, road maintenance agreement, uses, limitations, obligations, and all other provisions set forth in the Declaration.

(b) To establish, make, amend from time to time, and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of Wild Bill Reserve, subject to the provisions of the Declaration. A copy of such rules and regulations will be delivered or mailed to each Member promptly after adoption.

(c) To keep in good order, condition, and repair all of the common area including the roadways, fire suppression system, and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.

(d) To fix, determine, levy, and collect the assessments to be paid by each of the Members towards the gross expenses of the subdivision, and to adjust, decrease, or increase the amount of the assessments, and to credit any excess of assessments over expenses and cash reserves to the Members against the next succeeding assessment period.

(e) To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments will be in statement form and will set forth in detail the various expenses for which the special assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; and to exercise other remedies for delinquent assessments as set forth in the Declaration.

(g) To enter into contracts within the scope of their duties and powers.

(h) To establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board of Directors.

(i) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses, or disbursements. Upon having been provided forty-eight (48) hours written notice and an appointment scheduled, to permit examination of the books and records by Members or their mortgagees.

(j) To cause the roadways through the subdivision and across the Property to be maintained to the extent those facilities are within the jurisdiction or control of the Association.

(k) To cause the maintenance of the lawn, trees, shrubs, and other vegetation and any sprinkler or other irrigation systems located along the roadways or for the benefit of the Members.



Section 7.03. *Hearing Procedure.* The Board will not impose a fine, suspend voting, or suspend any rights of a Member or other occupant for violations of rules and regulations or of the provisions of the Declaration unless and until the procedure below is followed:

(a) *Demand.* Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and
- (iii) A time period of not less than 10 days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

(b) *Notice.* At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate will serve the violator with written notice of a hearing to be held by the Board. The notice will contain the following:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time will not be less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and procedure any statement, evidence, and witness on the Member's behalf; and
- (iv) The proposed sanction to be imposed.

(c) *Hearing.* The hearing will be held pursuant to the notice, affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement will be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Board will be final.

(d) *Appeal.* The Board may, in its discretion, appoint a Hearing Committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Board by written notice to the Hearing Committee, the other party and the Board. The Board will consider the minutes of the hearing and report the decision of the Board within a reasonable period of time not exceeding sixty (60) days after receipt of the notice. The decision of the Board will be final.



These above-described procedures will not be necessary in order to impose any sanction or penalty for nonpayment of a delinquent Assessment.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.01. *Enumeration of Officers.* The officers of the Association will be a President, Secretary and Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 8.02. *Election of Officers.* The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.03. *Term.* The officers of the Association will be elected annually by the Board, and each will hold office for one year or until his successor is duly elected and qualified, unless he sooner resigns, or is removed, or is otherwise disqualified to serve.

Section 8.04. *Special Appointments.* The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 8.05. *Resignation and Removal.* Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

Section 8.06. *Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer replaced.

Section 8.07. *Multiple Offices.* Any two (2) or more offices may be held by the same person.

Section 8.08. *Duties.* The duties of the officers are as follows:

(a) *President.* The President will preside at all meetings of the Association and the Board of Directors and discharge such other duties as may be required by the Board.

(b) *Secretary.* The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records listing the Members together with their addresses; and perform such other duties as required by the Board.

(c) *Treasurer.* The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by resolution of the Board of Directors; sign all checks of the Association unless the Board specifically directs otherwise; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to



be presented to the Members at their regular annual meeting, and deliver or make copies available of each to the Members.

ARTICLE IX INDEMNIFICATION

To the extent permitted by law and consistent with the Articles of Incorporation, the Association will indemnify every member of the Board of Directors, and every officer, employee and agent of the Association and every person who serves at the request of the Association as a director, officer, employee, fiduciary, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust or other enterprise or employee benefit plan against liability asserted against or incurred by such person in such capacity or arising out of that person's capacity as such. The indemnification permitted under this Article will not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions will be treated and handled by the Association as a common expense of the Association.

ARTICLE X NONPROFIT CORPORATION

The Association is not organized for profit. No member of the association, member of the Board of Directors, or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any member of the Board of Directors.

ARTICLE XI AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy, but amendment of any portion of the Articles will require approval of all Directors.

ARTICLE XII MISCELLANEOUS

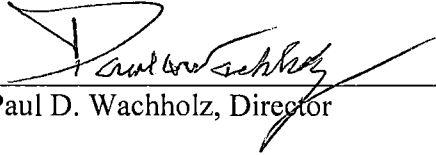
Section 12.01. *Fiscal Year.* The fiscal year of the Association will begin on the first day of January and end of the 31st day of December every year, except that the first fiscal year will begin on the date of incorporation.

Section 12.02. *Corporate Seal.* The Association will have a seal in circular form having within its circumference the words: "Wild Bill Reserve"

Section 12.03. *Conflicts of Documents.* In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

Section 12.04. *Notice.* Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, served by registered or certified mail, return receipt requested, or served via electronic mail to the e-mail address on file and of record in the Association's records, evidenced by a read receipt. An Owner wishing to change its designated address(es) shall do so by written notice to the Association. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be a receipt of the notice.

The undersigned members of the initial Board of Directors have executed these Bylaws this 17th day of August, 2021.

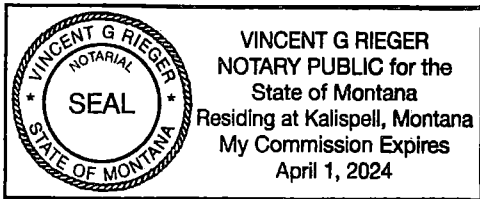

Paul D. Wachholz, Director

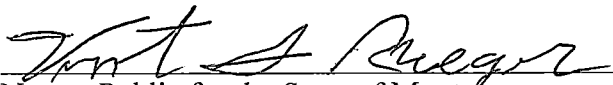

Chance L. Wachholz, Director


Kerrie L. Maitland, Director

STATE OF MONTANA)
 :SS
County of Flathead)

This instrument was acknowledged before me on this 17th day of August, 2021, by Paul D. Wachholz, Chance L. Wachholz and Kerrie L. Maitland, as the Directors of the Wild Bill Reserve Homeowners Association.




Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires: April 1, 2024