

After Recording, Return To:
Alkali Timbers, LLC
1655 Valley Heights Rd
Billings, MT 59105

DECLARATION of
COVENANTS, CONDITIONS, RESTRICTIONS, AND DESIGN STANDARDS
for the
ANGEL OAKS SUB-ASSOCIATION
of THE TIMBERS SUBDIVISION

ARTICLE I - DECLARATION OF PURPOSE AND BINDING EFFECT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Angel Oaks Declaration" or "this Declaration") is made this ___ day of _____, 2023, by Alkali Timbers LLC, a Montana limited liability company, hereinafter sometimes referred to as "Grantor" and sometimes as "Developer".

1. Grantor is the present owner of the following described real property located in the City of Billings, Yellowstone County, Montana, hereinafter sometimes referred to as the "Property" or as "Angel Oaks":

Block 1, Lots 1-27 in The Timbers Subdivision, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____.

2. Angel Oaks shall constitute a sub-association of patio-style homes located within The Timbers Subdivision, which is entirely encumbered by the Declaration of Covenants, Conditions and Restrictions and Design Guidelines for The Timbers Subdivision recorded with the Yellowstone County Clerk and Recorder on _____

_____, 2023 under Document No. _____ (“The Timbers Declaration” or “Master Declaration”).

3. This Angel Oaks Declaration is made in conjunction with and, except where specified herein, subordinate to the Master Declaration. The Master Declaration is fully incorporated herein with full force and effect on the Angel Oaks Property except as specifically altered by the declarations, limitations, covenants, conditions, restrictions and easements contained herein.

4. Grantor deems it desirable for preservation of the value, desirability and attractiveness of the Property to create a development of well-implemented land use and high-quality design and construction, with specified restrictions going beyond those included in the Master Declaration.

5. Grantor intends by this document to impose upon the Property restrictions beyond those included in the Master Declaration under a general plan of improvement for the benefit of all of the Property and the “Owners” (defined below) thereof, to protect the high-quality development and to assure adequate maintenance of the Property and improvements located thereon. The Grantor emphasizes the importance of enhancing and protecting the value and natural integrity of the Property, without limiting the general benefit to the Property of the development restrictions set forth herein.

6. Grantor hereby declares that the Property shall be held, conveyed, sold and improved, subject to the Master Declaration and the additional declarations, limitations, covenants, conditions, restrictions and easements contained herein, and every part thereof, all in accordance with the plan for the subdivision and sale of the Property as a planned residential community. All of these declarations, limitations, covenants, conditions, restrictions and easements shall constitute covenants and encumbrances which shall run with the Property and each estate therein, and shall be perpetually binding upon all Angel Oaks Owners and their successors-in-interest and assigns, and all “Persons” (defined below) having or acquiring any right, title or interest in or to any part or related appurtenance of the Property or any Angel Oaks “Lot” (defined below), parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, its successors in interest and each grantee and each grantee’s respective successors in interest, and the “Sub-Association” (defined below). All Owners by acceptance of a deed to any Lot subject to this Declaration, and all purchasers of lots under a contract of sale, agree to conform to, and be bound by these covenants, conditions and restrictions, and to accept jurisdiction of the Sub-Association, its “Board of Directors” (defined below), and the “Design Review Committee” (defined below), in all matters so defined by the Master Declaration and these covenants, conditions and restrictions.

7. In addition to the Master Declaration, Grantor does hereby make, establish, confirm and impress upon the Property the following covenants, conditions and restrictions, limitations, easements, and equitable servitudes, all of which are declared and

agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any lot, parcel or portion thereof, and to sustain the value, desirability and attractiveness of the Property.

ARTICLE II - DEFINITIONS

In conjunction with the definitions in Article II of the Master Declaration, and unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the “Governing Documents” (defined below), shall have the following meanings:

1. Angel Oaks, Association, or Sub-Association. The Angel Oaks Sub-Association, a Sub-Association formed by Grantor in conjunction with this Declaration and the Master Declaration, and which imposes additional covenants, conditions and restrictions for the lots specified in Article I, Section 1 above and is governed by the applicable governing documents for the Sub-Association.

2. Angel Oaks Declaration or Declaration. This Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

3. Articles. The Articles of Incorporation of the Sub-Association, as restated or amended from time to time.

4. Assessment. Fees payable by an Owner to the Sub-Association as determined by the Board of Directors pursuant to this Declaration. Assessments may be designated as Regular Assessments, Special Assessments and Extraordinary Assessments as those terms are more specifically defined in this Declaration.

5. Board or Board of Directors. The Board of Directors of the Sub-Association, as it shall be constituted from time to time in accordance with the terms of the “Bylaws” (defined below).

6. Bylaws. The Bylaws of the Sub-Association as stated or restated or amended from time to time.

7. Common Area. That part of the Property which is not a Lot, including but not limited to private roads, parks, trails, ponds, and those areas labeled on the Plat as “Open Space”.

8. Common Area Improvements. Those improvements constructed by Grantor in the Common Area.

9. Design Review Committee. A committee appointed to review all Plans for Improvements within the Property. The Design Review Committee shall be established and

function according to procedures pursuant to Article VI of the Master Declaration.

10. Design Standards. Guidelines and standards for Improvements on Angel Oaks Lots as set forth in the Master Declaration, this Declaration, and the “Angel Oaks Patio Homes Design Guidelines” (publicly available at the Yellowstone County Clerk and Recorder’s Office) as both may be amended from time to time. The Design Standards for the Angel Oaks Lots include more stringent guidelines than those in the Master Declaration, and the Angel Oaks Design Standards supercede those of the Master Declaration as specified herein.

11. Developer. Alkali Timbers LLC and its successors-in-interest and assigns; provided, however that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder, unless specifically set forth in an instrument of succession or assignment or unless such rights and obligations pass by operation of law.

12. Governing Documents. The Master Declaration, the Master Articles, the Master Bylaws, this Declaration, the Articles of the Sub-Association, and the Bylaws of the Sub-Association, all as initially prepared by the Grantor and filed and recorded as the case may be, and all as may be duly amended from time to time.

13. Grantor. Alkali Timbers LLC, its successors-in-interest and assigns, but excluding third parties purchasing Lots.

14. Improvement. Any man-made undertaking including “Major Excavations” (defined below), erection of any “Structure” (defined below), establishment of any driveway, parking pad or other surface modification where a vehicle will be parked or driven, or other construction activities which would result in consequences for adjoining Property, Lots and Owners, or which would significantly modify the physical appearance of any Lot.

15. Lot. Any of the above designated parcels of land within the Angel Oaks Neighborhood of The Timbers Subdivision intended for improvement with a Residence as indicated by a lot number on the Plat.

16. Major Excavation. Any man-made disturbance of the natural topography of over 200 square foot in area and/or which requires cutting and/or filling activity to a depth and/or height of more than one (1) foot from undisturbed natural grade.

17. Master Articles. The Articles of Incorporation of the Master Association (defined below), as restated or amended from time to time.

18. Master Association. The Timbers Subdivision Property Owners Association, an Association formed by Grantor in conjunction with the execution and recordation of the Master Declaration.

19. Master Bylaws. The Bylaws of the Master Association as stated or restated or amended from time to time.

20. Member. A member of the Sub-Association, as defined in Article VIII of this Declaration.

21. Owner or Owners. The record holder or holders of title to an Angel Oaks Lot or Lots within the Property, including the Grantor. This shall include any Person having a fee simple title to any Lot but shall exclude Persons or entities having any interest merely as a security for the performance of any obligation. Further, if any Lot is sold under a recorded contract for sale to a purchaser, the purchaser, rather than the fee Owner, shall be considered the "Owner".

22. Person. Any natural person, corporation, partnership, limited liability company, association, trustee, personal representative of a decedent's estate, or other legal entity.

23. Plans. Includes the site plan, building plan and landscape plan for a Lot presented for review and approval by the Design Review Committee.

24. Plat. The subdivision plat for "The Timbers", recorded in the office of Yellowstone County Clerk and Recorder, records of Yellowstone County, Billings, Montana, under Document No. _____.

25. Property or Neighborhood. The real property described in Article I, Section 1 above, which is subject to this Declaration and the Master Declaration, and every easement or right appurtenant thereto, and all improvements on that real property.

26. Residence. A patio home residential structure located on a Lot within the Angel Oaks Neighborhood.

27. The Timbers. The Timbers Subdivision, in the City of Billings, Yellowstone County, Montana, and lots in any subsequent filing of The Timbers.

28. The Timbers Declaration or Master Declaration. The Declaration of Covenants, Conditions and Restrictions and Design Guidelines for The Timbers Subdivision recorded with the Yellowstone County Clerk and Recorder on _____, 2023 under Document No. _____.

29. Structure. A man-made edifice including residences, guest houses, garages, shops, sheds, gazebos, platforms, decks, and constructed patios in excess of 100 square feet in area and/or four (4) feet in height.

30. Zoning Ordinance. Provisions of The City of Billings, Montana zoning codes and ordinances, as amended from time to time, which are applicable to the Property.

ARTICLE III - USE RESTRICTIONS

1. Master Declaration Incorporated. The Use Restrictions contained in Article III of the Master Declaration are fully incorporated herein, except as provided herein.

2. Patio Home Residential Use. Lots shall be used only for patio home residential purposes. Except for Lot 11, no Structure shall be erected on any Lot except one patio home Residence with an attached garage. Lot 11 may include one additional Residence. The term Residence as used herein excludes every form of boarding and lodging house, sanitarium, hospital, hotel, apartment house, residential duplex or multiplex, or similar structure or use.

3. Maintenance. Each Lot and the exterior appearance of Improvements thereon shall be maintained as follows in a clean, neat and orderly condition at all times.

a. Maintenance by Owner. Subject to Article III, Section 3.b. below, each Owner shall maintain such Owner's Lot, and all permitted Improvements thereon, in good repair and in a clean and tidy manner, and in accordance with all the Covenants and the Design Standards so as to not detract from the overall appearance of the Neighborhood. Each Owner shall maintain such Owner's Lot and Residence at the Owner's expense without any setoff right. The Board may adopt reasonable Rules and Regulations governing the appearance and use of driveways, decks, patios, and balconies within the Neighborhood. Without limiting the generality of the foregoing, each Owner has the following obligations:

1) Exterior of the Residence. Each Owner shall be responsible to maintain the exterior of such Owner's Residence. Without limitation, each Owner shall be responsible to maintain the roof, foundation, beams, exterior surfaces and siding, doors, windows, driveways, concrete, patios, balconies, garage doors, and other components of the Residence. Each Owner shall also be responsible for the maintenance of the interior of each Residence and to keep the same in good repair.

2) Utility Lines. Each Owner shall be responsible for the maintenance, repair, and replacement of all utility lines serving such Owner's Residence, provided that no Owner shall do any work or perform any act that will, or may, impair the ability of any utility lines or fixtures to serve other Residences within the Project.

b. Maintenance by Association.

1) Landscaping. Each owner shall be responsible for the installation, including costs, of the initial landscaping on the Owner's respective Lot. Thereafter, the Association shall maintain the front yard and backyard landscaping of each Lot. The Association's obligation will include mowing and edging grass in the front yard and backyard and maintaining sprinkler systems (but watering shall be the Owner's obligation and expense). To the extent any fencing is permitted in the Neighborhood, each Owner must provide access for the Association to perform landscape maintenance as provided herein, including the installation of a gate no less than 50" wide. Each Owner shall be responsible for maintaining any planters located on their Lot.

2) Snow Removal. The Association shall clear front sidewalks and driveways when 2" or more of snow accumulates. Driveways must be free of vehicles or other objects to allow snow removal. Each Owner is responsible for porch and back yard snow removal.

3) Common Areas. The Association shall maintain the Common Areas. The Association shall keep Common Areas and other areas for which it is responsible clean, appropriately landscaped, functional, attractive, and generally in good condition and repair consistent with any applicable requirements of the City or the Master Association. In the event that maintenance or repair to Common Areas is caused by the willful or negligent acts of any Owner or group of Owners, or by their guests or invitees, the cost of such maintenance may be assessed solely to the responsible Owner or Owners as a special assessment.

c. Maintenance by Master Association. The Master Association will maintain those areas, if any, within the Neighborhood which are owned by the Master Association or for which the Master Association has assumed responsibility, including the community fence along Alkali Creek Road on Lots 27 and 2-11 of Angel Oaks (Block 1). The Master Association shall have access across said Lots to maintain the community fence.

d. Roads and Streets. All roads and streets within the Neighborhood will be dedicated to the City for public use and will be maintained by the City, unless the Association determines that additional snow removal is necessary.

4. Utility Services. The Owner of each Lot shall pay for all utility services provided to such Lot, except utility services which are not separately billed or metered. Any such common utilities shall be paid by the Association and an appropriate share shall be charged to each Lot as part of the annual assessment.

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**ARTICLE IV - CONSTRUCTION REQUIREMENTS &
ARCHITECTURAL CONTROL**

1. Master Declaration Incorporated. The Construction Restrictions contained in Article IV of the Master Declaration are fully incorporated herein, except as provided in this Declaration.

2. Review by Developer and Design Review Committee. All Improvements constructed within the Neighborhood will be subject to design review by the Developer and/or the Design Review Committee as set forth in Article VI of the Master Declaration, as well as the Angel Oaks Patio Homes Design Guidelines promulgated thereunder. All Improvements and landscaping to any Lot shall comply with the Design Standards as set forth in this Declaration, as they may be amended and adopted from time to time by the Design Review Committee.

a. Angel Oaks Patio Homes Design Guidelines. The Angel Oaks Patio Homes Design Guidelines shall be consistent with the building, land use, and other ordinances and regulations of the City and with the Master Association's Design Standards. The Design Standards for the Angel Oaks Lots include more stringent guidelines than those in the Master Declaration, and the Angel Oaks Design Standards supercede those of the Master Declaration as specified herein.

b. Approval Required. Each Owner must seek the Design Review Committee's approval before construction and adhere to all Design Standards.

3. Procedure. The proposed architecture plans will be reviewed by the Master Association Design Review Committee and be subject to the same design review fees.

ARTICLE V - UTILITIES

1. Master Declaration Incorporated. The provisions regarding Utilities contained in Article V of the Master Declaration are fully incorporated herein.

ARTICLE VI - DESIGN REVIEW AND DESIGN REVIEW COMMITTEE

1. Master Declaration Incorporated. The Design Review and Design Review Committee provisions contained in Article VI of the Master Declaration are fully incorporated herein, except as provided in this Declaration.

ARTICLE VII - DESIGN STANDARDS

1. Master Declaration Superseded. The Design Standards for the Angel Oaks Lots include more stringent guidelines than those in the Master Declaration, and the Angel Oaks Design Standards supercede those of the Master Declaration as specified herein.

2. Applicable Zoning Ordinance. Unless otherwise required by law, any Improvement on an Angel Oaks Lot must comply with the NX1 designation of the applicable Zoning Ordinances.

3. New Build. Any building or residence erected on an Lot shall be of new construction; no pre-engineered, pre-fabricated, old, or used buildings or residence shall be moved onto any Lot. All permanent buildings and residences shall be of new construction and shall be constructed with concrete basements or concrete footings and foundation walls or other appropriately designed permanent foundation system. Temporary structures used for construction may be used only during the period of construction and shall be removed immediately following completion of construction. Temporary structures are prohibited, except as allowed for construction purposes.

4. Landscaping. Landscaping for the ground affected by construction of, and in the immediate area of an Improvement shall be completed within nine (9) months after completion of construction. Any landscaping must follow the landscaping guidelines contained in the Master Declaration.

5. Setbacks.

- a. No in-ground swimming pool or like facility shall be constructed on any Lot within ten (10) feet of any Lot line and only as permitted under applicable Zoning Ordinances.
- b. No Structure shall be located on any Lot so that any part of the Structure, other than awnings or minor decorative fixtures, is nearer than ten (10) feet from the front line of the Lot on which the Structure is located (front setback), unless otherwise required by the applicable Zoning Ordinances.
- c. No Structure shall be located less than five (5) feet from either side Lot line of the Lot on which the Structure is located, measured from the Lot line to the nearest wall of the Structure (the side setback), unless otherwise required by the applicable Zoning Ordinances.
- d. Setbacks from any street for a building situated on a pie shaped Lot shall comply with the Zoning Ordinances, and with the front and side setbacks set forth in this section.

- e. Owners must comply with these setback requirements, and with the setback requirements imposed by the Zoning Ordinances in effect at the time of construction.

6. Design of Structures.

a. European Contemporary Design. The design of all structures shall be European Contemporary in attitude. There is no requirement for a literal interpretation of a European Contemporary, but the design of all structures should resemble the look and feel of the pictures below and address the environment and homes customary to the community within The Timbers Subdivision.



b. Matching Visual Elements. All the patio homes must have some matching visual elements, such as similar colors, shapes, textures, and materials to create a cohesive look, but be unique in character to minimize the cookie-cutter affect.

c. Minimum Habitable Square Feet. The habitable square feet at the ground level of any Residence (excluding the garage, porch, patio, deck) must be a minimum of 1,450 square feet.

d. Height. The height of any Structure is defined by and must comply with the Zoning Ordinances. Chimneys and other minor projections may exceed the maximum structure height by only four (4) feet. Structures should not have one continuous roof line that matches the building height requirements. The intent is for building roof forms and skylines to be fragmented to avoid the appearance of a monumental structure. Two-story homes are allowed only on Lots 10-14.

e. Exterior Walls. Exterior walls of all Structures shall be sheathed with brick, stone, clapboard, stucco, board-and-batt, lap siding or a similar exterior siding, although the Design Review Committee shall have the right to approve or disapprove the appropriateness of the material choice for each situation, and may expand the list of allowable materials, as new materials become available.

1) Each home is required to have a minimum of 10% of the stone on the front façade.

2) If brick is used it must be the same color tone as the exterior of the Structure.

f. Color. The color palette shall be of earth tone colors including white and dark colors which are harmonious with your neighbor's home color and the overall look and feel of Angel Oak Patio Homes. No identical paint schematic will be approved to match neighboring home. No Structure shall be painted or stained until the color thereof has been approved by the Design Review Committee. The Design Review Committee shall have the right to refuse to approve any color which, in its sole discretion, is inconsistent with the color scheme, or may detract from the value, of the other residential Structures on other Lots located in The Timbers Subdivision or which color is not suitable or desirable for aesthetic or other reasons. The following colors depict the approved color tones for Structures in Angel Oaks:

Exterior Paint Colors

Based on Sherwin Williams



g. Roof. The roof shall have at least one pitch at an angle not less than 10/12. All roofs must be black, dark gray, or brown. Material may be composite asphalt shingles or metal roofing. Alternate roofing materials may be considered by the Design Review Committee.

Metal Roofing / Siding (Similar to Miramac)
Colors: Black (16), Dark Gray (08)



Composite Roofing (Similar to Certainfeed Landmark Pro)
Colors: Cinder Black, Max Def Moire Black



h. Windows. Exterior window color must be white or black.

i. Garage Doors. All garage doors must fit the style of the home and be dark brown, black, bronze, or charcoal and made of fiberglass or steel. Windows are permitted in the upper portion of the garage door. Garage doors must not be the dominant visual element on the front of the home.



j. Fences. No fence, hedge, landscaping, or similar enclosure (collectively herein referred to as “fence”) shall be constructed on any Lot until after the height, type, design, and location thereof shall have been approved in writing by the Design Review Committee. All fences must be made of black aluminum.

- 1) No fence shall unreasonably restrict or block the view of nearby Lots. For this purpose, fences shall be maintained at a height not greater than six (6) feet (except surrounding pool enclosures).
- 2) Front yards may not be fenced between the front of the house and the street.
- 3) No swimming facilities will be approved without a closed fence around the pool that can be entered only through the residence or through a locked gate. The fence constituting the enclosure must have a six (6) foot minimum height.

If a submission is made to the Design Review Committee for any structure upon a residential property that is deemed hazardous, the Design Review Committee reserves the right to require fencing of a designated height and type as a condition of approval.

None of these fencing restrictions shall apply to land owned by Developer and Developer shall not be obligated to obtain review by the Design Review Committee for fences on Developer's land.

k. Removal of Soil. Except as required for permitted construction, there shall be no removal of topsoil, sand, gravel, minerals or other materials, or dredging or filling or change in topography, except as approved by the Design Review Committee.

l. Lighting. All exterior lighting shall be required to be of the same visual design and appearance as approved by the Design Review Committee.

m. Energy Saving Standards.

- 1) Owners are encouraged to make use of energy-saving technologies so long as those technologies comply with these design standards and the other provisions of the Master Declaration and this Declaration, and so long as the appearance of these energy-saving technologies is in keeping with the aesthetic standards within Angel Oaks. The Design Review Committee reserves the right to approve or disapprove energy-saving features for aesthetic or overall building design reasons.
- 2) All heated structures erected on any Lot shall be constructed with insulation with an R-value of at least R-19 in the exterior walls, at

least R-38 in the roof or cap, at least R-10 around the foundation or slab, and with at least double-glazed windows.

- 3) The use of roof mounted solar panels is permitted, subject to the review and approval of the Design Review Committee. Any building utilizing solar panels shall be designed and constructed so that the solar panels fit into the shape and character of the building design. All buildings with solar panels shall be designed, constructed, and maintained so that the exterior appearance is architecturally and aesthetically compatible with adjacent buildings.

n. Pools and Hot Tubs. Above ground swimming pools are not permitted. In-ground swimming pools, or like facility, and hot tubs are permitted and must be screened from adjacent Lots and streets. All pumps, filters and equipment for permitted swimming facilities must be located so as not to cause a nuisance to neighbors.

ARTICLE VIII - OWNERS SUB-ASSOCIATION

1. Organization of Sub-Association. The Association is organized under the name of the Angel Oaks Property Owners Sub-Association and is or shall be a non-profit corporation organized and existing under the laws of the State of Montana. In the event of inconsistencies between the Articles of Incorporation and Bylaws of the Sub-Association and this Declaration, this Declaration shall prevail.

2. Duties and Powers. The duties and powers of the Sub-Association are those set forth in this Declaration, the Articles of Incorporation of the Sub-Association and its Bylaws, and the laws of the State of Montana.

3. Membership. The Owner of a Lot in the Angel Oaks Neighborhood shall automatically be a member of the Sub-Association (a "Member") and shall remain a Member thereof until such time as such ownership of a Lot ceases for any reason, at which time such membership in the Association shall automatically cease. No membership shall be accorded to a Person not an owner of record of a Lot.

4. Bylaws. The affairs of the Sub-Association shall be governed by its Bylaws.

5. Board. The Members shall appoint or elect a Board, as provided in the Bylaws. Grantor's representatives shall initially constitute the Board.

ARTICLE IX - ASSESSMENTS; FEES

1. Master Declaration Incorporated. The Assessments and Fees provisions

contained in Article IX of the Master Declaration are fully incorporated herein, except as otherwise provided in this Declaration. The Sub-Association and its Board shall maintain the same authority, power, and duties relating to the Angel Oaks Neighborhood as those set forth for the Master Association and its Board in the Master Declaration.

2. Additional Common Expenses. In addition to the Common Expenses contained in Article IX, Section 2 of the Master Declaration, the cost of the Association's landscaping and snow removal obligations shall also be considered "Common Expenses," which shall be assessed to the Angel Oaks Owners based on the size of the Owners' respective Lots, as measured in square feet.

ARTICLE X - ENFORCEMENT OF THIS DECLARATION

1. Master Declaration Incorporated. The Enforcement provisions contained in Article X of the Master Declaration are fully incorporated herein, except as otherwise provided in this Declaration. The Sub-Association and its Board shall maintain the same authority, power, and duties relating to the Angel Oaks Neighborhood as those set forth for the Master Association and its Board in the Master Declaration.

ARTICLE XI - MISCELLANEOUS PROVISIONS

1. No Prescriptive or Implied Easements. An Owner, by acceptance of a deed to any Lot, waives all rights to claim prescriptive or implied easements as allowed by the laws of the State of Montana. No prescriptive or implied easement shall be created by the use of any part of the Property belonging to other Owners.

2. No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

3. Joint and Several Obligations. If any Owner is composed of more than one person, the obligations of those Owners shall be joint and several.

4. Grantor's Rights and Reservations. Grantor is undertaking the work of constructing the infrastructure and incidental improvements upon the Property to support the development of single-family residences on individual Lots included in the Property. The completion of that work is essential to the welfare of said Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible and in a prudent manner, nothing in this Declaration shall be understood or construed to: a) prevent Grantor, its contractors, or sub-contractors from going on the Property or any Lot thereof, as is reasonable, necessary, or advisable in connection with the completion of said work, and

from conducting on any part of the Property its business of completing said work, or b) prevent Grantor or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work, and establishing said Property as a residential community, and disposing of said Property in parcels or Lots by sale or otherwise, or c) prevent Grantor from maintaining such signs, stakes, flags or advertising devices on any of the properties as may be necessary for the sale or disposition thereof.

Until Grantor no longer owns any Lot or Lots within the Property, the Grantor may, in its sole discretion, at any time and from time to time, make changes that the Grantor believes will better accomplish the objectives of The Timbers and Angel Oaks, adjust to market conditions, or respond to changing land use conditions both within and without The Timbers and Angel Oaks, including, without limitation, any of the following:

a. Development. Grantor may, in its sole discretion, at any time and from time to time:

- 1) Amend and modify any portion of this Declaration;
- 2) Amend and modify any portion of the Bylaws;
- 3) Add property to The Timbers and/or Angel Oaks;
- 4) Release all or any portion of Angel Oaks from the provisions of this Declaration; and
- 5) Change the use of any portion of Angel Oaks, as allowed by applicable Zoning Ordinances.

The Grantor may exercise any of the foregoing development rights by executing and recording an amendment to this Declaration.

b. Reservation of Right to Receive Certain Funds. Grantor further reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, traffic signals, recording fees, community fees, consultation fees, or any fees, charges, and expenses incurred with respect to the development and creation of The Timbers and Angel Oaks.

5. Limitation of Liability. Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations, or entities who constitute the Grantor, Association, the Board, the Master Association, and the Master Association's Board of Directors, including, but not limited to, officers, directors,

shareholders, members, partners, employees, or agents thereof, with respect to any of the terms, covenants, conditions and provisions of this Declaration. In the event of a default by the Grantor, Association, the Board, the Master Association, and the Master Association's Board of Directors, the Owner who seeks recovery may seek equitable relief through a proceeding for a temporary restraining order, preliminary injunction, permanent injunction, or specific performance. However, no Owner shall be entitled to any monetary award for losses suffered, liabilities incurred or costs. **NO OWNER SHALL BE ENTITLED TO INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES FROM THE GRANTOR, ASSOCIATION, THE BOARD, THE MASTER ASSOCIATION, OR THE MASTER ASSOCIATION'S BOARD OF DIRECTORS.**

6. Non-waiver. The various restrictions, measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each Lot in The Timbers and Angel Oaks, and failure by the Grantor, the Board, Association, Design Review Committee, or any other Person to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so in the future. It is expressly agreed that a breach of this Declaration shall not entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

7. Severability. Each and every of the covenants, conditions and restrictions contained in this Declaration shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such covenants, conditions or restrictions shall be held to be invalid, unenforceable or in conflict with any law of the jurisdiction in which the Property is situated, all remaining covenants, conditions or restrictions shall nevertheless remain unaffected and in full force and effect.

8. Conflict of Governing Documents. If there is any conflict among or between the Governing Documents, the provisions of this Declaration shall prevail over the provisions of the Articles and Bylaws of the Sub-Association. This Declaration supercedes the provisions of the Master Declaration only as specified herein.

9. No Warranty of Enforceability. While Grantor has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Grantor makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Property in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Grantor harmless therefrom.

10. Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and its Members, the Association and the Members hereby waive and release all claims against one another, the Board of Directors, the Master Association, and Grantor, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by negligence of or breach of any agreement by any of such Persons.

11. Grantor's Additional Rights. NOTWITHSTANDING THE FOREGOING, NO PROVISION OF THIS DECLARATION SHALL BE CONSTRUED AS TO PREVENT OR LIMIT GRANTOR'S RIGHT TO COMPLETE DEVELOPMENT OF THE PROPERTY AND TO CONSTRUCT IMPROVEMENTS THEREON OR RESTRICT GRANTOR'S RIGHT TO POST SIGNS INCIDENTAL TO CONSTRUCTION OR SALES.

**ARTICLE XII - AMENDMENT AND TERMINATION OF THIS
DECLARATION**

1. Amendment and Termination. Except as provided in this Agreement and subject to Section 3 below, this Declaration may not be amended or modified in any respect whatsoever or terminated, in whole or in part, except by a written resolution adopted by the vote, in person or by proxy, or written consent by Owners representing not less than seventy-five percent (75%) of the Lots.

2. Recordation of Changes. A certificate, signed and sworn to by two (2) members of the Board of Directors, stating that the Owners of the required number of Lots have either voted for or consented in writing to any amendment addition, deletion or termination adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. Any changes to this Declaration shall be promptly recorded in the office of the Yellowstone County Clerk and Recorder.

3. Grantor Controls. Notwithstanding the foregoing, no such amendment or termination shall be effective without the written consent of Grantor, until Grantor no longer owns any Lot or Lots within the Property.

[SIGNATURE PAGE FOLLOWS]

[remainder of page intentionally left blank]

DATED this ____ day of _____, 2023.

“GRANTOR” & “DEVELOPER”

Alkali Timbers, LLC
a Montana limited liability company

By: Alison Mitchell, Authorized Member

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on ____ day of _____,
2023 by Alison Mitchell as Authorized Member of Alkali Timbers, LLC.

Signature of Notary Public