

Return To: MICHAEL W. MAARS

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Lake Oswego OR 97035

CR-4-22-7



Debbie Pierson, Flathead County MT by JW

202200009384

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Fees: \$48.00

4/12/2022 3:42 PM

**DECLARATION OF ANNEXATION OF REAL PROPERTY AND  
SUPPLEMENTAL DECLARATION**

**TO**

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR TRUMBULL CREEK CROSSING**

This DECLARATION OF ANNEXATION OF REAL PROPERTY AND SUPPLEMENTAL DECLARATION TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TRUMBULL CREEK CROSSING (this "Declaration") is made as of this 7th day of April 2022, by Trumbull Creek Crossing, LLC, a Montana limited liability company ("Declarant").

**Recitals**

A. Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Trumbull Creek Crossing, Phase 1 on July 2, 2007, as Document No. 200700019913 in the real property records of Flathead County, Montana (such Declaration, as amended from time to time, being referred to as the "CC&Rs").

B. Declarant caused the amendment of the CC&Rs by recording that certain Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Trumbull Creek Crossing, Phase 1 on November 1, 2007, as Document No. 200700033466, in the real property records of Flathead County, Montana. Declarant further caused the amendment of the CC&Rs by recording that certain Second Amendment to the Declaration of Protective Covenants, Conditions, and Restrictions for Trumbull Creek Crossing, Phase 1 on April 28, 2008, as Document No. 200800011450, in the real property records of Flathead County, Montana.

C. NW Dev Group, LLC, an Oregon limited liability company duly authorized to transact business in the State of Montana, owns the real property located outside of the City of Kalispell, Flathead County, Montana, legally described on the Plat of TRUMBULL CREEK CROSSING, PHASE 5A, recorded on March 22, 2022 by the Clerk and Recorder of Flathead County in the real property records under Instrument Rec. No. 202200007501 (the "Plat").

D. Pursuant to Section 2.1 of the CC&Rs, Declarant desires to annex all of Trumbull Creek Crossing, Phase 5A as shown on the Plat (the "Annexed Property") to the real property that is subject to the CC&Rs, upon the terms and conditions contained in this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Annexed Property shall be held, sold and conveyed subject to the following easements, covenants, restrictions, conditions and charges that, subject to the terms of this Declaration, shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Annexed Property, or any part thereof, and shall inure to the benefit of each owner thereof.

OS08972 thru OS09002 5A



## ARTICLE 1. DEFINITIONS

1.1 Capitalized Terms. Except to the extent otherwise defined herein, capitalized terms used in this Declaration shall have the meanings ascribed to such terms in the CC&Rs.

1.2 Annexed Common Area shall mean Park, Open Space 'A', Open Space Area 'B', Vegetated Buffer Common Area with paved bike/pedestrian path, and all roads, including but not limited to, those labeled as 60' Private Road and Utility Easement, Clark Fork Drive, Snowberry Avenue, Jacque Fork Drive and Saint Regis Drive as shown on the Plat.

1.3 Annexed Lots shall mean the 29 lots which are located in the NE 1/4 SE ¼ of Section 28, Township 29 North Range 21 West, P.M.,M., Flathead County, Montana, as shown on the Plat.

## ARTICLE 2. ANNEXATION OF PROPERTY

2.1. Annexation. The Annexed Property is hereby annexed to and made a part of the Property, and is owned and shall be owned, held, conveyed, hypothecated, encumbered, used, occupied and improved in perpetuity, subject to the easements, covenants, restrictions, conditions and charges contained in the CC&Rs, as may be modified or supplemented by the terms of this Declaration.

2.2. Annexed Lots. Except to the extent expressly provided otherwise in this Declaration, the Annexed Lots, including, without limitation, any improvements on such lots, shall be subject to and enjoy the benefit of all of the easements, covenants, restrictions, conditions, and charges regarding the Lots set forth in the CC&Rs, as may be supplemented or modified by this Declaration.

2.3. Annexed Common Areas. The Annexed Common Area shall be included among the Common Areas and shall be subject to all of the easements, covenants, restrictions, conditions and charges regarding the Common Areas set forth in the CC&Rs (as modified or supplemented by the terms of this Declaration) and as stated in the Plat. Park, Open Space 'A', Open Space Area 'B', Vegetated Buffer Common Area with paved bike/pedestrian path, and all roads, including but not limited to, those labeled as 60' Private Road and Utility Easement, Clark Fork Drive, Snowberry Avenue, Jacque Fork Drive and Saint Regis Drive, all as shown on the Plat shall be owned and maintained by the Association upon conveyance thereto by the owner thereof. The Common Area in the 100 year floodplain shall remain in its natural state.

## ARTICLE 3. MEMBERSHIP IN ASSOCIATION

The Owners of Annexed Lots shall become Members of the Association and shall be entitled to voting rights therein.



#### ARTICLE 4. FENCES

Notwithstanding anything to the contrary stated in the CCRs, a standard fence type has been designed just for Trumbull Creek Crossing, Phase 5A as shown on Exhibit A attached hereto and by this reference incorporated herein, which shall be used instead of the fence type referred to in Section 12.25 of the CC&Rs. No other fence type shall be permitted in Phase 3 without written permission from the Declarant or ARC. The fence type in Phase 1 shall remain the same as described in the CCRs.

#### ARTICLE 5. ADDITIONAL ANNEXATION

Declarant reserves the right to annex additional properties pursuant to the Declaration, but bears no obligation to do so.

#### ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1. Non-Waiver. Failure by the Association, Architectural Review Committee, Declarant or any Owner of an Annexed Lot to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.2. Construction; Severability. This Declaration and the CC&Rs shall be liberally construed as one document to effect the annexation of the Annexed Property to the Trumbull Creek Crossing subdivision. Nevertheless, each provision of this Declaration and the CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

6.3. Run with Land. This Declaration and the covenants, restrictions and changes described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in the Annexed Property.

6.4. Termination. This Declaration shall terminate upon the termination of the CC&Rs.

6.5. Amendments. This Declaration may be amended in the same manner and subject to the same restrictions as set forth in the CC&Rs.



### CONSENT TO DECLARATION

The undersigned owner of the real property described in the Plat of TRUMBULL CREEK CROSSING, PHASE 4, records of Flathead County, Montana hereby consents to this Declaration and subjects such real property to all of the easements, covenants, conditions, restrictions and charges contained in the CC&Rs and agrees that such real property shall be held, sold and conveyed subject to and together with the easements, covenants, conditions, restrictions and charges contained therein.

DATED this 7 day of April, 2022

NW DEV GROUP, LLC

Michael W. Anders  
By: Michael W. Anders  
Its: Managing Member

### CONSENT TO DECLARATION

The undersigned hereby consents to this Declaration and acknowledges that TRUMBULL CREEK CROSSING, PHASE 4, records of Flathead County, Montana is subject to all of the easements, covenants, conditions, restrictions and changes contained in the CC&Rs and agrees that such real property shall be held, sold and conveyed subject to and together with the easements, covenants, conditions, restrictions and changes contained therein.

DATED this 7 day of April, 2022

TRUMBULL CREEK CROSSING V, LLC

Michael W. Anders  
By: Michael W. Anders  
Its: Managing Member



IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

**TRUMBULL CREEK CROSSING, LLC**, a Montana  
limited liability company

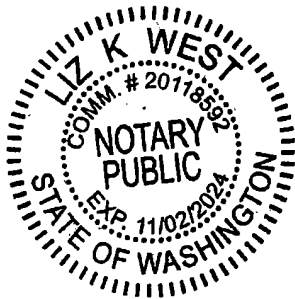
By: Michael W. Anders

Title: President

STATE OF Washington  
County of Clark )ss.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2022, by Michael W. Anders, the President of Trumbull Creek Crossing, LLC, on the company's behalf.

(SEAL)

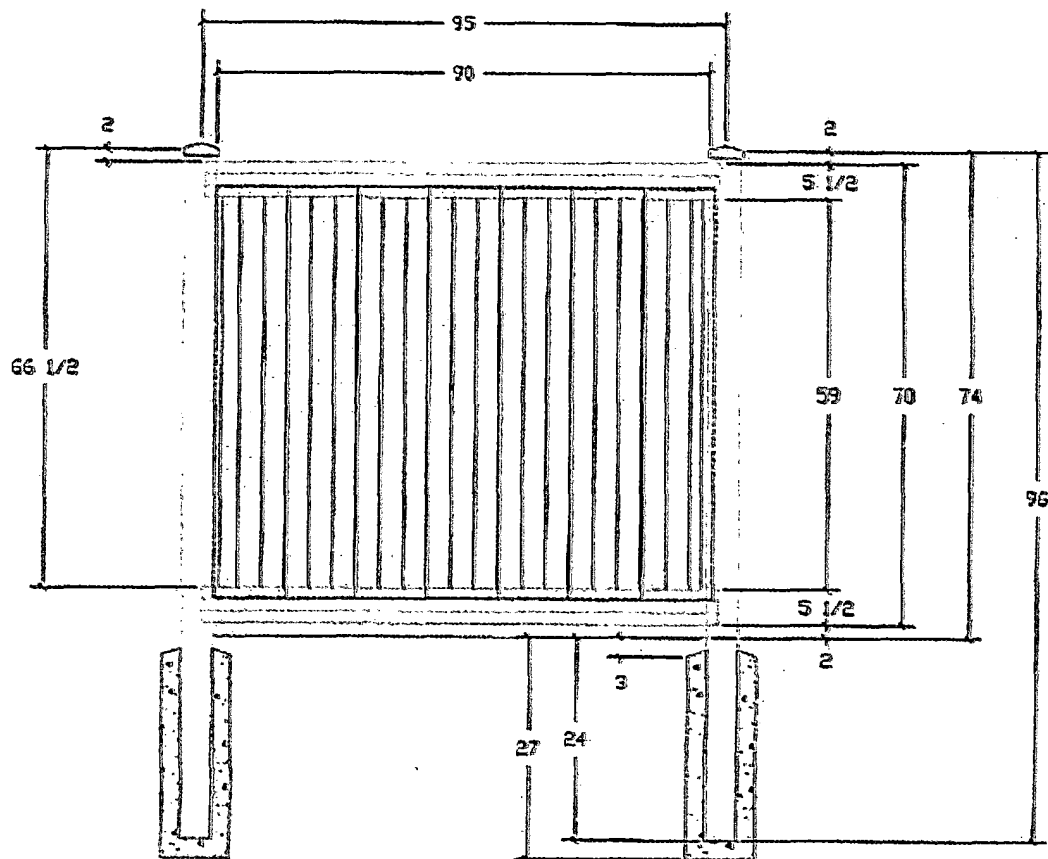


Liz West  
SIGNATURE  
Liz West  
PRINT OR TYPE NAME  
Notary Public for the State of Washington  
Residing at Vancouver  
My commission expires: 11/2/2022  
MONTH, DAY, YEAR (20\_\_)



## EXHIBIT A

POST 1 - 5 X 5 X 96  
CAP 1 - 5 X 5 FLAT  
RAIL 2 - 1 1/2 X 5 1/2 X 95  
PLANK 8 - 7/8 X 11.3 X 62 1/4 T&G  
CHANNEL 2 - 1 X 1 X S9  
INSERT 1 - 1 3/4 X 1 3/4 X 83 U-CHANNEL, STEEL



6 FT PRIVACY WITH 7/8 X 11.3 & 1 1/2 X 5 1/2

**DURA**  
**TECH**  
Vinyl Products

**F E N C E**

TITLE

6' Privacy Fence