

RETURN TO:

**J. Richard Orizotti, Esq.
928 Bandmann Trail
Missoula, Montana 59802**

**THIRD AMENDMENT TO SECOND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR CANYON RIVER**

This Third Amendment to Second Restated Declaration of Covenants, Conditions, Restrictions and Easements for Canyon River (“Second Amendment”) is made this 10th day of October, 2023, by Canyon River Properties, L.L.C., a Montana limited liability company, as assignee and successor in interest to Canyon River Development, LLC (“Declarant”).

R E C I T A L S:

A. The Second Restated Declaration of Covenants, Conditions, Restrictions and Easements for Canyon River (“Declaration”) was recorded on July 23, 2010, at Book 863, Page 182, Document No. 201013891, in the public records of Missoula County, Montana.

B. The Amendment to the Declaration was recorded on February 5, 2014, at Book 925, Page 24, Document No. 201401501, in the public records of Missoula County, Montana (“Amendment”).

C. The Second Amendment to the Declaration was recorded on April 9, 2021, at Book 1053, Page 483, Document No. 202109153, in the public records of Missoula County, Montana (“Second Amendment”).

D. This Third Amendment was approved by the affirmative vote of Members representing a majority of the total voting power of the Association as provided in Article IX, Section 9.4 of the Declaration.

E. This Third Amendment supplements, amends and modifies the Declaration, Amendment and Second Amendment as stated herein.

E. All capitalized terms herein which are not defined shall have the meaning defined in the Declaration, Amendment or Second Amendment.

AGREEMENT

1. **THIRD AMENDMENT TO SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CANYON RIVER**

NOW, THEREFORE, Declarant hereby declares that the Declaration, Amendment and Second Amendment shall be supplemented, amended and modified as follows:

1. General. This Third Amendment is made for the purpose of supplementing, amending and modifying certain terms and conditions of the Declaration, Amendment and Second Amendment relating to the Townhomes and Townhome Lots. To the extent that the provisions of this Third Amendment conflict with the provisions of the Declaration, Amendment or Second Amendment, the terms of this Third Amendment shall control.

2. Article VII, Use Restrictions

A. There shall be added Sections 7.20, 7.21, 7.22 and 7.23 to Article VII of the Declaration as follows:

7.20 Party Wall between Townhomes. Each wall built as part of the original construction of two Townhomes that is located on the boundary line between two Townhomes and either used in common by the two Townhomes or abuts against a similar wall on the adjacent Townhome Lot shall constitute a party wall. To the extent not inconsistent with this section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. For all party walls, it is the intent of Declarant and the Builder of the Townhomes that the townhomes party walls coincide exactly with the common lot lines as shown on the plat and as monumented on the ground. Although all lot lines will be accurately surveyed prior to construction of the Townhomes, and the Builder shall make every effort to place the party walls between the Townhomes precisely on the common lot lines, there may be some situations where the constructed party wall may not coincide exactly with the platted and/or monumented lot line. In those situations, the constructed townhome party wall shall become the true boundary line between Townhome Lots, and will override the lot line as shown on the plat and/or as monumented on the ground.

7.20.1 Sharing of Repair and Maintenance of Party Wall. The cost of reasonable repairs and maintenance of a party wall shall be shared by the Owners of the Townhomes sharing the party wall, provided that any damage to a party wall caused by the negligent or willful act of one of the Owners of the Townhomes sharing a party wall shall be repaired at the sole cost of such Owner who caused the damage.

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7.20.2 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Owners of the Townhomes sharing the party wall shall equally contribute to the cost of restoration of the party wall, provided, however, any damage to a party wall caused by the negligent or willful act of one of the Owners of the Townhomes sharing a party wall shall be repaired at the sole cost of such Owner who caused the damage.

7.20.3 Right to Contribution Runs with Land. The right of an Owner to contribution from another Owner that share a party wall shall be appurtenant to the land and shall pass to such Owner's successors in title.

7.21 Maintenance, Improvement and Alteration of Townhomes. The Townhomes were designed with a uniform and common theme to blend with the other homes in the Project. The Townhomes shall maintain uniformity of quality and condition of improvements. The Owner of a Townhome shall not move, modify or alter the structural bearing walls, columns, beams or take any action that would impair the structural integrity of the Townhome. No Owner shall change, alter or remodel the exterior of the Townhome without the prior approval of the Association. The Owner of a Townhome shall maintain the exterior and interior of the Townhome, including the maintenance of the siding, trim, windows, roof and exterior lighting, so as to present an attractive, well-kept appearance of the Townhome exterior, including regular painting, staining and replacement of broken glass or fixtures. Notwithstanding anything stated herein to the contrary, the Association shall maintain the lawn and approved landscaping of the Townhome Lots, as well as perform snow removal, pursuant to maintenance guidelines of the Association. The cost of such services shall be determined by the Association and paid by each Owner of a Townhome.

7.22 Insurance. Each Owner of a Townhome shall be responsible for obtaining, maintaining and paying for insurance coverage for the Townhome, provided such insurance is of a townhome owner type policy, insuring the entirety of the Townhome and any and all damage caused to the adjoining Townhome. Such insurance coverage shall be in an amount sufficient to provide for the full replacement cost of the Townhome and repair any damage to the adjoining Townhome. Such insurance shall name the Owner of the adjoining

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Townhome as a loss payee, to the extent that such adjoining Owner's Townhome has incurred damage from the insured event. This provision for insurance, and the type of insurance coverage required, may not be changed without the consent of the Association. Upon request from the Owner of the adjoining Townhome, an Owner shall provide proof of such insurance coverage to the Owner of the adjoining Townhome. Should any Owner fail to maintain the insurance required herein, it shall be the right of the Owner of the adjoining Townhome, to secure such required insurance and recover the cost of such procured insurance coverage and all related costs from the defaulting Owner.

7.23 Dispute Resolution. Any dispute between Owners of Townhomes that share a party wall shall be subject to the dispute resolution provisions of Article X of the Declaration.

3. Coordination/Continuing Validity. This Third Amendment is intended to operate in conjunction with the Declaration, the Amendment and the Second Amendment. Except as expressly provided in this Third Amendment, the provisions of the Declaration, the Amendment and the Second Amendment shall remain in full force and effect.

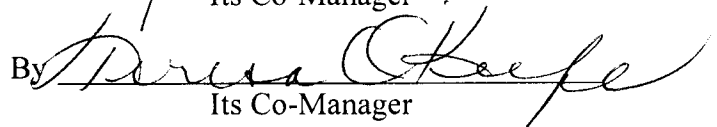
4. Authority, Effective Date. This Third Amendment shall be effective on the date this Third Amendment is fully executed by Declarant.

IN WITNESS WHEREOF, Declarant has executed this Third Amendment effective this 10th day of October, 2023.

DECLARANT:

CANYON RIVER PROPERTIES, L.L.C.

By  _____
Its Co-Manager

By  _____
Its Co-Manager

STATE OF MONTANA)
)
County of Missla)
 : ss.
)

This instrument was acknowledged before me on the 19th day of October, 2023, by Teresa O'Keefe, Co-Manager of Canyon River Properties, LLC.

4. THIRD AMENDMENT TO SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CANYON RIVER

