



Return after recording to:
Ogle, Worm & Travis, PLLP
P.O. Box 899
Kalispell, MT 59903

SECOND DECLARATION OF ANNEXATION
FOR
MEADOWS EDGE
(Meadows Edge – Phase 2)

This Second Declaration of Annexation for Meadows Edge is made as of AUGUST 11, 2021, by MEADOWS EDGE, LLC (hereinafter referred to as “Declarant”).

WITNESSETH:

WHEREAS, Declarant has heretofore caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Reservations for Meadows Edge recorded July 17, 2019 as Document No. 201900014654, records of Flathead County Montana; the 2020 Amended and Restated Covenants, Condition, and Reservations for Meadows Edge recorded February 4, 2020, Document No. 202000003205, records of Flathead County Montana, and the Second 2020 Amended and Restated Covenants, Conditions Restrictions and Reservations for Meadows Edge recorded December 2, 2020, (as such Declaration has been amended or supplemented from time to time, the “Declaration”) in the Office of the Clerk and Recorder of Flathead County, Montana; and

WHEREAS, in Article IX of the 2020 Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations of Meadows Edge, Declarant expressly reserved for itself the right to annex additional Property (all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein) by recording a Declaration of Annexation and one or more supplemental plats; and

WHEREAS, Declarant wishes to submit to the Declaration, the property described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the “Supplemental Property”); and

WHEREAS, Declarant wishes to reserve the right to further expand the Declaration in the future to annex additional Property to the declaration.

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NOW, THEREFORE, Declarant hereby declares that both the Property (which shall include any property previously subjected to the terms of the Declaration) and the Supplemental Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservations contained in the Declaration, which are for the purpose of protecting the value and desirability of the Property and the Supplemental Property and shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title, or interest in all or any part of the Property or the Supplemental Property.

1. **General.** The terms and conditions contained in this Declaration of Annexation shall be in addition and supplemental to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, shall be applicable to this Declaration of Annexation and to the Supplemental Property, except those terms and provisions specifically modified herein. The definitions used in the Declaration are hereby expanded and shall hereafter and in the Declaration be deemed to encompass and refer to the Property as defined in the Declaration and the Supplemental Property as defined herein. For instance, reference to the "Property" shall mean both the original Property and the Supplemental Property, and reference to the "Declaration" shall mean the Declaration, as previously supplemented or amended, and as supplemented by this Declaration of Annexation.

2. **Annexation of Supplemental Property.** The Supplemental Property is hereby and, upon the recording of this Declaration of Annexation shall be, annexed into the Property, and the Supplemental Property shall be subject to all of the covenants, conditions, restrictions and reservations as contained in the Declaration.

3. **Reservation.** Declarant hereby reserves the right for itself to further expand the Property in the future to annex additional property to the Declaration.

4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5. **Conflicts Between Documents.** In case of conflict between the Declaration, as supplemented hereby, and the Articles or Bylaws of the Associations, the Declaration as supplemented shall control.

Executed as of AUGUST 11, 2021.



IN WITNESS WHEREOF, the Declarants hereunto executed this SECOND DECLARATION OF ANNEXATION FOR MEADOWS EDGE this 14 day of August, 2021.

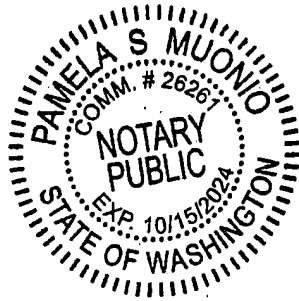
MEADOWS EDGE, LLC, a Washington Limited Liability Company.

By: Derek Kysar
Derek Kysar, Member

By: Raymond Koistinen
Raymond Koistinen, Member

STATE OF Washington)
 :SS.
County of Clark)

This instrument was acknowledged before me on this 14th day of August, 2021, by Derek Kysar and Raymond Koistinen, known to me to be the members of Meadows Edge, LLC.



Pamela S. Muonio
Notary Public for the State of Washington



EXHIBIT "A"

Single Family Lots - Lots 93 through 129 of Meadows Edge - Phase 2, a subdivision in the City of Kalispell, County of Flathead, Montana located in the Southeast 1/4 of Section 3, Township 28 North, Range 22 West, Principal Meridian, Montana, according to the Plat of Meadows Edge - Phase 2 on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.