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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR

TIMBER RIDGE

This Declaration of Covenants, Conditions, Restrictions and Easements for TIMBER RIDGE (the "Declaration") is made this 4th day of May, 2017, by Blaine Management, LP, a Montana limited liability company (hereinafter the "Declarant") and Rita Dowler.

ARTICLE I
STATEMENT AND PURPOSE AND IMPOSITION OF COVENANTS

Section 1.1. *Owner.* The Declarant and Rita Dowler are the owners of the property in Flathead County, Montana, lying and situated in the East ½ of Section 11, Township 30 North, Range 21 West, P.M.M., known as Timber Ridge and particularly described on the Final Subdivision Plat of Timber Ridge, according to that plat, map or survey on file and of record with the Clerk and Recorder of Flathead County, MT.

Section 1.2. *Purpose.* The purpose of the Declarant in making this Declaration is to implement and impose covenants for the subdivision known as Timber Ridge on the Property (the "Project" or "Timber Ridge").

The Declarant intends to ensure the attractiveness of the Property, including the residences and other improvements constructed on it; to prevent any future impairment of the Property and to guard against the construction on the Property of improvements of improper or unsuitable materials or with improper quality or methods of construction; to protect and enhance the value and amenities of the Property; to provide for the operation, administration, use and maintenance of the private roadway areas within the Property; to preserve, protect and enhance the values and amenities of the Property; and to promote the health, safety, and welfare of the owners of the Property.

Section 1.3. *Imposition of Covenants.* To accomplish the purposes indicated above, the Declarant and Rita Dowler hereby declare that from the date of recording this Declaration forward, the Property will constitute a subdivision known as Timber Ridge, and will be held,

sold, and conveyed subject to the following covenants, conditions, restrictions and easements (collectively, these "Covenants"). These Covenants will run with the land and will be binding upon all persons or entities having any right, title, or interest in all or any part of the Property (including Declarant) and their heirs, successors, and assigns, and their tenants, employees, guests, and invites. These Covenants will inure to the benefit of each owner of the Property.

ARTICLE II
DEFINITIONS

The following terms, as used in this Declaration, are defined as follows:

Section 2.1. *"Annual Assessment"* means the Assessment levied annually pursuant to Section 10.3.

Section 2.2. *"Articles" or "Articles of Incorporation"* means the Articles of Incorporation of the Timber Ridge Homeowners' Association, a Montana non-profit corporation, which have been filed with the Montana Secretary of State, as such articles may be amended from time to time.

Section 2.3. *"Assessments"* means the Annual, Special and Default Assessments levied pursuant to Article X to meet the estimated cash requirements of the Association.

Section 2.4. *"Bylaws"* means the bylaws of the Association which establish the methods and procedures of its operation, as such bylaws may be amended from time to time.

Section 2.5. *"Common Area"* means any real property shown as a private road, easements (except those granted to reserved or granted to others by the Declarant), common area or as a park on the Final Plat or any subsequent amended Plats of Timber Ridge, records of Flathead County, Montana and any other property managed by the Association for the common use, benefit and enjoyment of the Members. Ownership of the Common Area shall be jointly held by the Owners as tenants in common and each Lot shall have an associated undivided interest in the Common Area in a percentage to be determined by Declarant, which interest shall be inseparable from such Lot.

Section 2.6. *"Common Expenses"* means (i) premiums for the insurance carried by the Association under Article XIV; (ii) all other expenses incurred by the Association in administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Area and any Improvements located on it; (iii) all expenses expressly declared to be Common Expenses by the Timber Ridge Documents; (iv) all expenses lawfully determined to be Common Expenses by the Board of Directors; and (v) all expenses to be allocated among the Owners as provided in Article X.

Section 2.7. *"Declarant"* means Blaine Management, LP, a Montana limited liability company, or its successors or assigns, including any Successor Declarant.

Section 2.8. *"Default Assessment"* means any Assessment levied by the Association pursuant to Section 10 below.

Section 2.9. *"Design Guidelines"* means the guidelines and rules that may published and amended and supplemented from time to time by the Design Review Committee.

Section 2.10. *"Design Review Committee" or "Committee"* means the committee formed pursuant to Article VII to maintain the quality and architectural harmony of improvements in Timber Ridge.

Section 2.11. *"Development Rights"* is defined in Section 12.1.2.

Section 2.12. *"Expansion Property"* means such additional real property now owned or in the future acquired by Declarant (including any Successor Declarant) as Declarant may make subject to the provisions of this Declaration, by duly recorded Declaration of Annexation.

Section 2.13. *"Timber Ridge Homeowners' Association"* or the *"Association"* means the Timber Ridge Homeowners' Association, a Montana non-profit corporation, and any successor of that entity by whatever name.

Section 2.14. "*Timber Ridge Rules*" means the rules and regulations adopted by the Association from time to time.

Section 2.15. *"Improvement(s)"* means all buildings, parking areas, loading areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, ponds, lakes, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement(s)" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement(s)" does include both original improvements and all later changes and improvements.

Section 2.16. *"Lot"* means a parcel of land designated as a lot on any Plat of the Property.

Section 2.17. *"Maintenance Fund"* means the fund created by Assessments and fees levied pursuant to Article X below to provide the Association with the funds required to carry out its duties under this Declaration.

Section 2.18. *"Member"* means any person or entity holding membership in the Association.

Section 2.19. "*Owner*" means the owner of record (including Declarant, and including the most recent contract purchaser, but excluding all contract sellers), whether one or more persons or entities, of fee simple title to any Lot or, if the Lot is subject to one or more contracts

for deed, the owner of the purchaser's interest in the most recent contract for deed, but "Owner" does not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a mortgage or trust indenture, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

Section 2.20. "*Period of Declarant Control*" means 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 is 15 years later. The Period of Declarant Control may be terminated on a date earlier than specified herein, in the sole discretion of the Declarant, upon the Declarant providing sixty (60) days written notice of intent to terminate early to all Owners.

Section 2.21. "*Person*" (whether or not in capitalized form) means a natural person, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or combination of the foregoing.

Section 2.22. "*Plat*" means any plat or survey of all or part of the Property, together with such other diagrammatic plans and information regarding the Property as may be required by applicable law, or as may be included in the discretion of Declarant, as each such plat or survey may be and supplemented from time to time, and all as recorded in the office of the Clerk and Recorder for Flathead County, Montana.

Section 2.23. "*Property*" means and includes the property described on *Section 1.1* and initially subjected to this Declaration, and also refers to any additional real property that may be incorporated in the Project from time to time and made subject to these Covenants pursuant to the provisions of this Declaration.

Section 2.24. "*Special Assessment*" means an Assessment levied pursuant to Section 10.4.

Section 2.25. "*Special Declarant Rights*" is defined as set forth in Section 12.1 below.

Section 2.26. "*Timber Ridge Documents*" means the basic documents creating and governing Timber Ridge, including, but not limited to, this Declaration, the Articles of Incorporation, the Bylaws and any other procedures, rules, regulations or policies adopted under such documents by the Association, all as may be amended from time to time.

Section 2.27. "*Successor Declarant*" means any party or entity to who Declarant assigns any or all of its rights, obligations or interest as Declarant, as permitted by Section 19.7 and evidenced by an assignment or deed of record in the office of the Clerk and Recorder of Flathead County, Montana, designating such party as a Successor Declarant, signed by the transferor and the transferee. Upon such recording, Declarant's rights and obligations under the Declaration will cease and terminate to the extent provided in such document, and all such rights and obligations shall be transferred to and assumed by the Successor Declarant to the extent provided in such document.

ARTICLE III
EXPANSION AND PLAT

Section 3.1. *Development Rights*. Declarant reserves the right to exercise all Development Rights in connection with the Timber Ridge subdivision in accordance with Article XII below.

Section 3.2. *Declaration of Lot Boundaries*. The boundaries of each Lot are delineated on the Plats, and each Lot is identified by the number noted on the Plats.

Section 3.3. *Plats*. The Plat or Plats of the various phases have or will be filed of record in the office of the Clerk and Recorder of Flathead County, Montana.

ARTICLE IV
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. *Membership*. Every Owner, by virtue of being an Owner, and for so long as it is an Owner, will be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of any Lot. No Owner, whether one or more persons, will have more than one membership per Lot owned, but all of the persons owning each Lot will be entitled to rights of membership and of use and enjoyment appurtenant to such ownership. 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. For purposes of voting, the Declarant shall have one vote for each Lot owned by the Declarant.

Section 4.2. *Transfer of Membership*. An Owner may not transfer, pledge or alienate its membership in the Association in any way except upon the sale or encumbrance of his Lot, and then only to the purchaser or Mortgagee of his Lot.

Section 4.3. *Classes of Membership*. The Association will have one class of voting membership, composed of all Owners, including Declarant, except that the Declarant shall have such additional rights and responsibilities as expressly provided in this Declaration.

Section 4.4. *Voting Rights*. All Members will be entitled to vote on Association matters on the basis of one vote for each Lot owned.

Section 4.5. *Appointment of Officers and Directors by Declarant*. Until the expiration of the Period of Declarant Control, Declarant will retain the exclusive powers to appoint, remove and replace Directors and officers of the Association.

ARTICLE V

POWERS AND DUTIES OF TIMBER RIDGE HOMEOWNERS' ASSOCIATION

Section 5.1. *Association's Management Duties.* Subject to the rights and obligations of Declarant as set forth in this Declaration, the Association will be responsible for the administration and operation of the Timber Ridge subdivision. The Board of Directors will exercise for the Association all powers, duties and authority vested in or obligated to be taken by the Association and not reserved to Declarant or the other Members by this Declaration, or by other applicable law.

Section 5.2. *Common Area.*

5.2.1. *Use of Common Area.* The Common Area generally is designated by this Declaration for the common use, benefit and enjoyment of the Owners and their families, tenants, employees, guests and invitees.

5.2.2. *Association's Responsibility for Common Area.* The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management, maintenance and control of the Common Area and shall be responsible for maintaining all private roads within the Property, except private driveways located on the Lots located on the Property, which shall be the responsibility of the Owners of the Lot. Such maintenance will include repair and replacement of such private roads, as well as periodic maintenance of the surface and regular snow, ice, and trash removal from all private roads within the Property. All Owners shall pay to the Association such amounts for road maintenance and repairs, including a reserve for replacement, as may be set from time to time by the Association relating to the Common Area.

5.2.3. *Association's Agreements Regarding Common Area.* The Association, acting through the Board of Directors, may grant easements, rights-of-way, leases, licenses and concessions through or over any Common Area without the independent approval by the Owners. Without limiting the generality of the foregoing, the Association may grant such rights to suppliers of utilities serving the Project or property adjacent to the Project, and to developers or owners of property adjacent to the Project for the purpose of accommodating minor encroachments onto the Common Area or other purposes that do not unreasonably interfere with the use and enjoyment of the Common Area by the Owners. Notwithstanding the foregoing, if and to the extent that any such easements, rights-of-way, leases, licenses and concessions through or over any Common Area require approval from any Owner, such approval shall not be unreasonably withheld.

Section 5.3. *Delegation by Association.*

5.3.1. *Committees.* The Association may delegate any of its rights, duties or responsibilities to any committee or other entity (in addition to the Design Review Committee) that the Board may choose to form.

5.3.2. *Limitation.* Any delegation by the Board under this Section is subject to compliance with the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Timber Ridge Documents.

Section 5.4. *Books and Records.* The Association will make available for inspection by Owners and Mortgagees, upon request, during normal business hours or under other reasonable circumstances, current copies of the Timber Ridge Documents, and the books, records, and financial statements of the Association prepared pursuant to the Bylaws.

Section 5.5. *Reserve Account.* The Association will establish and maintain an adequate reserve fund from Annual Assessments levied pursuant to Section 10.3. below for maintenance, repair or replacement of the private road and landscaping or improvements located within the Common Area.

Section 5.6. *Successor to Declarant.* Except as expressly provided otherwise herein, the Association will succeed to all of the rights, duties and responsibilities of the Declarant under this Declaration upon termination of the Period of Declarant Control.

ARTICLE VI
SEPTIC AND WATER FACILITIES

Section 6.1 *Septic Facilities.* Each Lot shall be served by an independent septic system approved by the Montana Department of Environmental Quality or its successor or equivalent government agency. Each Owner shall be responsible for the construction and maintenance of the septic system on such Owner's Lot.

Section 6.2 *Water Facilities.* Except as provided herein, each Lot shall be served by an approved on-site community water supply and distribution system. The public water supply and distribution system will be installed by the Declarant and shall be owned, operated, and maintained by the Water Company (as herein defined). In that regard:

6.2.1 The Declarant and/or any successor owner of record of said water supply and distribution system shall provide each purchaser of a Lot with a copy of the plat showing the approved location of the water supply system as shown on the DEQ Approval Certificate;

6.2.2 That instruments of transfer for the Property shall contain reference to the conditions outlined in the DEQ Approval Certificate.

6.2.3 All Owners shall be subject to assessments by the Water Company for the costs of operating and maintaining the on-site public water supply and distribution system. The assessments to be paid to the Water Company for operating and maintaining the system shall be subject to the assessment provisions as provided in Article X and may be collected by the Association.

6.2.4. Each Owner shall apply to the Water Company, to connect to the water system, for a fee, prior to the commencement of construction of a new residence on any lot. The use of water meters is mandatory and no Owner shall hook-up to or use the water system without the approval of the Water Company. The Water Company and/or its subagents, shall install all water meters with the cost therefor to be borne by the applicant Lot owner, the costs of which shall be included in the connection fee.

6.2.5 In operating the water distribution and supply system, the Water Company shall:

6.2.5.1 Make all decisions concerning capital improvements and equipment replacement;

6.2.5.2 Have the authority to mandate the installation of water meters and to establish the specifications for water meters;

6.2.5.3 Have the authority to require installation of backflow prevention devices;

6.2.5.4 Have the authority to establish an annual or monthly per Lot water fee pursuant to the standards and procedures implemented and mandated by the Montana Public Service Commission for small Water Utilities (hereinafter "PSC"). The initial monthly fee for water service shall be $40 per month with a commodity charge of $2.00 per 1,000 gallons of water used above 10,000 gallons per month. An example of the expected fees charged for a full year will be provided by the Water Company..

6.2.5.5 Have the authority to bill for water based on usage in conformance with the PSC regulations and guidelines;

6.2.5.6 Have the authority to establish hook-up fees which shall be payable to the Water Company prior to the commencement of construction on any Lot; and

6.2.5.7 Engage a Certified Water System Operator that shall monitor and report on the water system in accordance with Rule 17, Chapter 40, of the Administrative Rules of Montana, as amended.

6.2.6 The Water Company has two water wells that currently supply water to Lots and has the water rights to use a total volume of 3.56 million gallons per year for domestic use (for 12 months) and 4.24 million gallons per year for irrigation (Apr 15th to Oct 15th). This provides an average Lot usage of 1,750 gallons per week for domestic use and 4,250 gallons per week during irrigation months for each Lot. Water meters shall be read monthly and Owners will be charged according to fees outlined by PSC regulations.

6.2.7 Each Lot owner is encouraged to maintain as much of the natural wooded area as possible on their Lot and it is recommended that irrigated areas be minimized to preserve the existing landscape. The suggested average irrigation area per Lot is 6,875 square feet.

6.2.8 During the high use months of July and August the Water Company may request that irrigation occur on alternate days such that odd numbered Lots may be irrigated on the odd days of the month and even numbered Lots may be irrigated on the even days of the month.

6.2.9 Lot 26 is served by a pre-existing water well. Lot 26 shall be entitled to continue to be served by the water well and shall not be required to hookup to the community water supply and distribution system.

Section 6.3 *Grant of Easement to Water Company.* The Declarant hereby grants a perpetual easement in gross to Timber Ridge Water LP (the "Water Company") over and upon the Property for the construction, maintenance and operation of the water supply and distribution system, in the area more particularly shown on the attached Exhibit "A" titled "RECORD DRAWING" IMPROVEMENT PLANS.

Section 6.4 *Conveyance of Water System to Water Company.* The water system shall be formally conveyed by the Declarant to the Water Company by duly executed bill of sale. Such bill of sale will be executed by the Declarant and presented to the Water Company within three (3) years from the date this Declaration is recorded.

The Water Company may subsequently, in its sole discretion, convey the water system, water rights, and any attachments, easements, and appurtenances thereto to the Association. The Association may not protest said conveyance.

ARTICLE VII
DESIGN REVIEW COMMITTEE

Section 7.1. *Committee.* There is hereby established a Design Review Committee, which will be responsible for the review and approval of all proposed Improvements on the Lots.

Section 7.2. *Committee Membership.* During the Period of Declarant Control, the Committee will be composed of at least two but no more than three persons. After expiration of the Period of Declarant Control, the Committee will be composed of three persons. All of the members of the Committee will be appointed, removed, and replaced by Declarant, in its sole discretion, until the expiration of the Period of Declarant Control or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at that time the Board of Directors will succeed to Declarant's right to appoint, remove, or replace the members of the Committee.

Section 7.3. *Purpose and General Authority.* No Improvement will be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the Improvements have been approved by the Committee; provided, however, that Improvements that are completely within a building may be undertaken without such approval. The Owner shall submit a site plan and a building plan

including elevations showing the design, location, material, color and exterior finish of proposed Improvements to the Design Review Committee. All expenses of the committee will be paid by the Association and will constitute a Common Expense. The Committee will have the right to charge a fee for application submitted to it for review, in an amount which may be established by the Committee from time to time. Until modified by the Committee and notice provided to the Owners, the review fee for the initial construction on a Lot shall be $500 and the review fee for remodeling, additions, or alterations shall be $250. All plans shall be submitted in accordance with the rules and procedures described in the Design Guidelines. All Improvements shall be constructed only in accordance with approved plans.

Section 7.4 *Design Guidelines*. The Design Review Committee may publish Design Guidelines which update the initial Design Guidelines described below and which set forth the procedures and criteria for review of Improvements to be constructed on any Lot, and for review of landscaping plans. Failure to follow procedures or criteria set forth in the published Design Guidelines shall form an adequate basis for rejection of the submitted site plan and elevations; provided, however, that this requirement shall not be construed as preventing the Declarant or the Design Review Committee, at their option, from waiving or amending the Design Guidelines at any time or with respect to any application. Failure to follow such procedures or criteria set forth in the Design Guidelines shall also be deemed a breach of this Declaration by such Owner and shall entitle the Association or the Design Review Committee to exercise and pursue the rights and remedies provided herein with respect to such breach.

Section 7.5. *Failure to Act*. In the event the Design Review Committee fails to approve or disapprove such design, location, materials, color and exterior finish within sixty days after the detailed site plan and elevations have been submitted to it, approval shall not be required and such Owner shall be deemed in compliance with this Article. Any plans, elevations and proposals so approved, either expressly in writing or by the expiration of the sixty day period hereinabove provided, shall then permit the Owner to commence construction in accordance with said plans and elevations, but any deviation from said plans and elevations which in the judgment of said Design Review Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plans and elevations as submitted.

Section 7.6. *Expert Consultation/Committee Discretion*. The Committee may avail itself or other technical and professional advice and consultants as it deems appropriate, and the Committee may delegate its plan review responsibilities, except final review and approval, to one or more of its members or to consultants retained by the Committee. Upon that delegation, the approval or disapproval of plans and specifications by such member or consultant will be equivalent to approval or disapproval by the entire Committee. The Committee will exercise its best judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and the schemes and aesthetic considerations set forth in the Design Guidelines and the other Timber Ridge Documents. The Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements.

Section 7.7. *Binding Effect*. The actions of the Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, will be conclusive and binding on all interested parties.

Section 7.8. *Organization and Operation of Committee*.

7.8.1. *Term*. The term of office of each member of the Committee will be one year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should a Committee member die, retire or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 7.2.

7.8.2. *Chairman*. So long as Declarant appoints the Committee, Declarant will appoint the chairman. At such time as the Committee is appointed by the Board of Directors, the chairman will be elected annually from among the members of the Committee by a majority vote of the members. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, an interim chairman.

7.8.3. *Operations*. The Committee chairman will take charge of and conduct all meetings and will provide for reasonable notice to each member of the Committee prior to any meeting. The notice will set forth the time and place of the meeting, and notice may be waived by any member.

7.8.4. *Voting*. The affirmative vote of a majority of the members of the Committee will govern its actions and be the act of the Committee.

Section 7.9. *Other Requirements*. Compliance with the Timber Ridge design review process is not a substitute for compliance with Flathead County building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required prior to commencing construction.

Section 7.10. *Enforcement*.

7.10.1 Inspection. Any member or authorized consultant of the Design Review Committee, or any authorized officer, Director, employee or agent of the Association may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect Improvements constructed or under construction on the Lot to determine whether the Improvements have been or are being built in compliance with the Timber Ridge Documents and the plans and specifications approved by the Design Review Committee.

7.10.2. *Deemed Nuisances*. Every violation of these Covenants is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against Member will be applicable. Without limiting the generality of the foregoing, these Covenants may be enforced as provided below.

(i) *Fines for Violations*. The Committee may adopt a schedule of fines for failure to abide by the Committee rules and the Design Guidelines, including fines for failure to obtain any required approval from the Committee.

(ii) *Removal of Nonconforming Improvements*. The Association may, upon request of the Committee and after reasonable time after notice to the Owner, without being deemed guilty of trespass, remove any Improvement constructed, reconstructed, refinished, altered, or maintained in violation of these Covenants. The Owner of the Improvement will immediately reimburse the Association for all expenses incurred in connection with such removal. If the Owner fails to reimburse the Association within 30 days after the Association gives the Owner notice of the expenses, the sum owed to the Association will bear interest at the maximum rate permitted under Montana law from the date the expense was incurred by the Association through the date of reimbursement in full, and all such sums and interest will be a Default Assessment enforceable as provided in Article X.

Section 7.11. *Continuity of Construction*. All Improvements commenced on the Property will be prosecuted diligently to completion. If an Improvement is commenced and construction is then abandoned for more than ninety days, or if construction is not completed within the required twelve-month period described below in Section 8.4, then after notice and opportunity for hearing as provided in the Bylaws, the Association may impose a fine of not more than $50.00 per day to be charged against the Owner of the Lot until construction is resumed, or the Improvements are completed, as applicable.

Section 7.12 *Construction Damage Deposit*. Upon submitting an application to the Design Review Committee, the Owner shall submit a $2,500 construction damage deposit to the Association. The construction damage deposit shall be deposited and held in the Association's account and shall be returned to the Owner upon completion of construction if the Owner and the Owner's contractors do not damage the private roadway, curbs, gutters, sidewalks, common landscaping and other common elements. If damage occurs that is not promptly repaired by the Owner, the damage deposit will be utilized to repair the damage. If damage exceeds the damage deposit, the Owner shall be liable to the Association for all excess costs.

ARTICLE VIII
PROPERTY USE RESTRICTIONS

Section 8.1 *General Restriction*. The Property will be used only for the purposes set forth in these Covenants, as permitted by the applicable regulations of the Flathead County, Montana and the laws of the State of Montana and the United States, and as set forth in the Timber Ridge Documents or other specific recorded covenants affecting all or any part of the Property and no structure which fails to meet the following minimum standards shall be erected, placed or allowed to remain on any Lot. In general, the Design Review Committee shall have no power to approve any Improvement failing to meet the following minimum baseline standards.

However, the Design Review Committee shall have the power to grant individual variances on a case-by-case basis. The grant of a variance shall in no way be deemed to set a precedent for future variances or to otherwise waive the restrictions contained in these Covenants.

Section 8.2 *Single-Family Residence*. Upon obtaining the approval of the Design Review Committee, no more than one (1) single-family residence and one (1) garage housing a maximum of three (3) motor vehicles may be built on each Lot. One (1) additional building, such as a workshop or enclosed RV storage structure, may be allowed if approved by the Design Review Committee.

Section 8.3. *Further Subdivision*. No Lot, other than Lots owned by the Declarant, shall be further subdivided.

Section 8.4. *Continuity of Construction*. All Improvements constructed on the Property will be prosecuted diligently to completion and shall be completed within twelve months from the date of commencement.

Section 8.5. *Temporary Buildings, Square Footage, etc.* No temporary building, shack, tent, house trailer, mobile home or modular structure shall be located on any Lot. All residences must be of new construction, built on-site, and shall contain no less than 1,800 square feet of living space, exclusive of garages, decks, porches or basements. All two or three-level residences must contain no less than 1,500 square feet of living space on the first level, exclusive of attached garages, basements, decks, porches and basements. Full basements may be located on any Lot on the conditions that there be proper drainage away from the structure and that the basement be approved by the Design Review Committee.

Section 8.6. *Building Materials*. All exterior building materials and surfaces shall be submitted to and approved by the Design Review Committee. All materials shall have finishes and textures compatible with the natural surroundings and the other Improvements situated in Timber Ridge.

Section 8.7 *Exterior Colors*. The exterior colors of all Improvements must be submitted to and approved by the Design Review Committee. Bright and/or primary colors are not permitted. Colors shall be compatible with the natural surroundings and the other Improvements in Timber Ridge.

Section 8.8. *Building Height*. The height of Improvements constructed on any Lot shall not exceed thirty feet maximum from the highest point on any Lot, projected in a vertical line to the natural existing grade directly below. The height of the Improvements must be in character with the natural surroundings and the other residences. Residences shall be nestled into the land, remaining low, in order to be a part of the Lot rather than perched upon it, which may result in unnecessary height.

Section 8.9. *Siting*. The location and orientation of all Improvements shall be submitted to and approved by the Design Review Committee prior to construction. A detailed

site plan shall be submitted that shows the location and orientation of all proposed Improvements.

Section 8.10. *Projections*. All projections from Improvements, including but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, railings, and exterior stairways shall match the color of the surface from which they project, or shall be a color approved by the Design Review Committee.

Section 8.11. *Decks and Porches*. Owners are encouraged to incorporate both front and rear porches and/or decks in their designs.

Section 8.12. *Site Work*. Owners are encouraged to alter as little of the Lot as possible from its native condition protecting native vegetation, water sheds, and drainage ways wherever possible. Residences shall be limited to the areas on the site where drainage, soil, and geological conditions provide a stable location for a foundation. Upon completion of construction, the soil around the residence shall be re-graded as nearly as possible to the original grade of the Lot. The Design Review Committee shall have the right to designate and flag major terrain features or vegetation (including trees) which are to be preserved during construction.

Section 8.13. *Landscaping*.

8.13.1 All proposed landscaping shall be reviewed and approved by the Design Review Committee. Owners shall submit a detailed landscape plan to the Design Review Committee. The type, size, and location of all trees and shrubs shall be specified in the plan.

8.13.2 Landscaping in Timber Ridge shall be based on a concept of compatibility with the existing natural landscape, sensitivity to its fragile ecosystems, and a commitment to low water usage and energy-conserving techniques.

8.13.3 Existing natural features such as stands of trees, unique vegetative groupings, and natural drainage ways shall be preserved whenever possible.

8.13.4 Immediately after construction, all disturbed ground must be landscaped or re-vegetated.

8.13.5 All introduced boulder and rock features must be of a similar type and color to existing onsite rock settings. Artificially colored rocks shall not be permitted.

8.13.6 Weather permitting; all landscaping must be completed within two months of completion of construction. If construction is completed during winter months, landscaping shall be completed no later than the end of May.

8.13.7 No Owner may change the alignment and grade of the drainage swales next to the County and private roadways which would redirect or impede the flow of runoff.

Section 8.14. *Signs*. Except for the Timber Ridge entrance sign, signs used by contractors, signs locating utilities, and address identification devices, no sign, billboard or advertising structure of any kind shall be erected, used or maintained on the Property. All address identification signs shall be visible from the private roadway, either at the driveway entrance or on the residence.

Section 8.15. *Driveways*. All driveways shall be paved with asphalt or concrete from the street or road to the garage. The Design Review Committee must approve the road access from Timber Ridge Court to each Lot prior to construction. Each Lot's driveway access shall have a culvert installed as approved by the Design Review Committee. The culvert will be a minimum of twelve inches made of corrugated galvanized steel with flared ends or its equivalent at the drainage point next to the road.

Section 8.16. *Garages and Parking*. When possible, garage doors should be oriented away from the private roadways. Detached garages are permitted. Carports are not permitted. Garages shall provide parking for at least two but not more than three automobiles or light trucks. Driveways shall provide at least two additional guest parking spaces. Overnight parking on or along the private roadways is not permitted.

Section 8.17. *Commercial Activity*. No profession, business, manufacturing, trade or commercial activity may be conducted on any Lot except home occupations as defined by County ordinance and which do not significantly increase traffic within the Timber Ridge subdivision. No church, synagogue, mosques or other place of worship shall be located on any Lot. No Owner shall operate any daycare, pre-school or other child or person care facility on their Lot.

Section 8.18. *Setbacks*. Other than driveways, related appurtenances and landscaping related improvements, no Improvement shall be constructed outside of the setbacks for each Lot which shall be thirty feet in the front and rear and fifteen feet on the sides. Variances to these setback requirements may be granted by the Design Review Committee on a case by case basis for irregular shaped Lots or for other good cause. Increased setbacks may be imposed by the Design Review Committee if the proposed construction fronts a natural drainage or an established wildlife habitat.

Section 8.19. *Fuel Tanks*. No above or below ground fuel tanks shall be permitted on any Lot.

Section 8.20. *Motorized Vehicles*. No vehicle or equipment may be parked on or alongside the private roadways within the Property. Passenger automobiles and pickup trucks shall be parked in an enclosed garage or on the driveway serving the residence. No trucks exceeding one-ton capacity, trailers, unsightly or inoperable vehicles, boats, recreational vehicles of any kind or any type of equipment shall be parked or stored upon any Lot unless completely within an enclosed garage.

Section 8.21. *Maintenance*. All improvements located on any Lot shall be maintained in the same condition as at the time of initial construction, normal wear and tear excepted. All

improvements shall be preserved and of a pleasant appearance by maintaining paint, stain or sealer as needed. If any improvement or landscaping is damaged or destroyed, the Owner shall promptly rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Reconstruction or repair shall be completed within nine months of any casualty that damaged or destroyed the improvement or landscaping.

Section 8.22. *Roofing*. All roofing materials must be approved by the Design Review Committee. In general, metal roofs are not permitted. However, the Design Review Committee may grant variances to the no metal roof policy on a case by case basis for certain architectural grade metal roofs. Pursuant to the Conditions of Preliminary Plat approval issued by the Board of Commissioners of Flathead County, wood shake or wood shingles, treated or otherwise, are prohibited and all roofing materials must be either Class A or Class B fire resistant materials.

Section 8.23. *Fences*. The style, color, and location of all fences must be approved by the Design Review Committee. Fences shall not exceed four feet and shall be open in design (i.e. split rail). No solid panel fencing is allowed. Front yard fences are not permitted. For purposes of small animal control, upon obtaining the approval of the Design Review Committee, small areas attached to the primary residence or the storage shed may be enclosed with a solid wood or color bond chain link fence that does not exceed six feet in height.

Section 8.24. *Utilities*. All utilities shall be buried underground. There shall be no exterior antennas except for small satellite dishes, which shall be unobtrusive.

Section 8.25. *Lighting*. All exterior lighting of the Improvements and grounds on the Property will be subject to review by the Design Review Committee. In order to preserve darkness and the night sky, which tend to be obscured by excessive lighting, the following guidelines for residential site lighting have been established. Site lighting is defined as lighting mounted on buildings, ground, trees, fences, or walls for the purpose of providing security, decorative accent or functional lighting to outdoor spaces. Building mounted lighting is defined as lighting built into or attached to buildings on walls, ceilings, eaves, soffits or fascias.

8.25.1. Site lighting must be directed downward onto vegetation or prominent site features and may not be used to light walls or building elements. Up lighting more than 45 degrees above the horizontal is prohibited and lighting aimed between zero and 45 degrees above horizontal must be directed toward the interior of the lot upon which it is located.

8.25.2 Building mounted lighting must be directed downward away from adjacent lots, streets and open spaces, and may not be used to light walls or building elements for decorative purposes.

8.25.3 All exterior lighting must provide for significant shielding to ensure that light sources and lamps are not visible from other properties, from roads or from off-site; no bare lamps will be permitted. Recessed lights in exterior soffits, eaves, or ceilings shall have the lamp recessed a minimum of 3" into the ceiling.

8.25.4 Only incandescent lamps with a maximum wattage of 75 watts will be allowed for exterior lighting unless specific approval is received from the Design Review

Committee. Low voltage lighting is recommended since these fixtures are typically small and can be easily concealed within the native vegetation. Colored lights will not be allowed for exterior lighting.

8.25.5 No lighting will be permitted in natural areas or outside the areas enclosed by patio or building walls. Site lighting must be confined to areas enclosed by walls or be in the immediate vicinity of the main entrance or outdoor living spaces of the residence.

8.25.6 Lights on motion detectors for the purpose of security illumination are prohibited but may be allowed subject to specific approval of the Design Review Committee if the lights so activated do not illuminate adjacent properties. If allowed by the Design Review Committee, these lights will only be allowed to operate on a motion detector and stay lit for a maximum of 5 continuous minutes. Security lights on any type of location must still meet the requirements of shielding the light sources, and the light sources may not be visible from neighboring property. If problems with these lights occur, the Design Review Committee reserves the right to demand that the fixtures be disconnected. If allowed, care must be taken to avoid setting off the motion detector by the motion of vegetation and the movement of wildlife. Generally, the motion detector's range should be limited to the setback perimeter of the Lot. Such lights will not be allowed to operate for the purpose of general illumination.

Section 8.26. *Animals.*

8.26.1. Except as provided below, no poultry or other birds (except pet birds kept inside a residence), horses, hogs, or other livestock or animals shall be kept or raised on any Lot.

8.26.2. Dogs, cats or other small household pets, not to exceed three (3) in total, may be kept on each Lot.

8.26.3. All animals are to be leashed, fenced or otherwise confined to the Owner's Lot and not allowed to roam at any time.

8.26.4. No Owner shall have or keep any animal which whines or creates an ongoing disturbance for any other Lot Owner.

Section 8.27. *Nuisances.* No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or which may become an annoyance or nuisance to other Owners.

Section 8.28. *Landscape Maintenance.* All yards and landscaping features shall be maintained and shall not be allowed to become unsightly. Lawns and native grasses shall be watered and mowed on a regular basis. All weeds, including noxious weeds, shall be eradicated or controlled and all Owners shall fully comply with state and local law regarding the control and eradication of noxious weeds, including the Weed Management Plan promulgated by the Flathead County Weed Department. Undeveloped Lots must be mowed at least twice each year and may not be used as a dumping area for trimmings or grass clippings. Removal of trees of six inches or more in diameter shall require the written approval of the Association.

Section 8.29. *Garbage*. No Lot shall be used or maintained as a dump site or storage ground for rubbish, trash, garbage, junk vehicles, equipment or other waste. All refuse and other waste shall be removed as quickly as possible and not be allowed to become a noxious or visual detriment. Burning of refuse will be allowed in accordance with all governing law and upon obtaining the written consent of the Association. Except on the collection day, all trash receptacles shall be screened from public view. Refuse receptacles shall be removed from public view no later than 7:00 p.m. on the collection day. All refuse shall be protected from disturbance by wind and animals.

Section 8.30. *Agricultural Activities*. Acceptance of a deed to a Lot shall be deemed a waiver of any claims for normal agricultural activities conducted on properties adjacent to Timber Ridge. All Owners acknowledge and recognize that agricultural activities are conducted on adjacent land and relinquish all right to compensation or relief from such activities. However, no Owner shall be deemed to have relinquished their rights to seek compensation or injunctive relief for injuries to person or property caused by release of any toxic or hazardous material or for negligent or intentional actions of those conducting agricultural activities on adjoining lands.

Section 8.31. *Firearms*. Firearms shall not be discharged upon any Lot or the Common Area located on the Property.

Section 8.32. *Outhouses*. No outhouse or privy shall be permitted or maintained on any Lot, except that a chemical toilet shall be permitted on a Lot during the time a residence or other Improvements are being constructed.

Section 8.33. *Excavation*. No excavation will be made except in connection with Improvements approved as provided in this Declaration. For purposes of this Section, "excavation" means any disturbance of the surface of the land which results in a removal of earth, rock, or other substance a depth of more than 18 inches below the natural surface of the land.

Section 8.34. *Noise*. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Property or improvements, will be placed or used on any portion of the Property.

Section 8.35. *Storage Sheds*. Storage sheds are permitted in Timber Ridge subject to regulation and approval by the Design Review Committee. All storage sheds shall be designed and constructed to compliment the primary residence and shall be constructed of similar materials. Metal or plastic storage sheds are not permitted. No tools or implements (i.e. ladders, hoses) shall be hung on the exterior of storage sheds. Storage sheds shall comply with the setback requirements.

Section 8.36. *Gardens*. A detailed diagrammatic plan of any proposed garden shall be submitted to the Design Review Committee for review and approval. All gardens shall be for personal and family use only and no crops shall be grown for commercial purposes. Gardens shall be fenced to avoid attracting wildlife.

Section 8.37. *Construction Hours.* If no residence is occupied within 100 yards of a Lot upon which construction is occurring, all construction activities shall occur between the hours of 6:30 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. through 6:00 p.m. on Saturday. If a residence situated within 100 yards of a Lot upon which construction is occurring is occupied, construction shall not start until 7:30 a.m. Monday through Friday and 8:00 a.m. through 6:00 p.m. on Saturday. No construction shall occur on Sundays.

Section 8.38. *City Imposed Restrictions.* The following conditions and restrictions imposed by the City of Columbia Falls during the subdivision process as set forth in Resolution No. 1678 are hereby adopted:

8.38.1 The Hidden Meadow Lane "frontage road" shall be the primary access for the subdivision.

8.38.2 Timber Ridge Court shall extend to the northeast corner of the subdivision ending a cul-de-sac. An emergency ingress/egress gate approved by the Columbia Falls Rural Fire Department shall be installed between the cul-de-sac and Braig Lane.

8.38.3 Access to Braig Lane shall be restricted to emergency ingress/egress only.

8.38.4 Each Owner shall provide defensible space from fire around all structures on their Lots.

8.38.5 A common mailbox facility shall be installed and utilized.

8.38.6 A student loading/unloading facility shall be installed at a location approved by School District 6.

8.38.7 All addresses will be visible from the private road, either at the driveway entrance or on the residence.

8.38.8 All utilities shall be placed underground.

8.38.9 All lot owners are responsible for the eradication and control of noxious weeds upon their property in accordance with the Weed Management Plan promulgated by the Flathead County Weed Department.

8.38.10 Trees throughout the subdivision shall be managed in a manner that selectively maintains healthy trees of varying diameters and heights at a twenty foot (20') maximum spacing.

8.38.11 The western twenty feet (20') of Lots 1 through 19 and the eastern twenty feet (20') of Lots 21 through 33 and the park land shall be maintained as a tree buffer. Trees shall be managed in a manner that selectively maintains healthy trees of varying diameters and heights at a twenty foot (20') foot maximum spacing.

8.38.12 Areas on which slopes are equal to or greater than twenty five percent (25%) shall be "No-Build Zones."

8.38.13 Vegetation on slopes equal to or greater than twenty five percent (25%) shall not be disturbed except for the removal of unhealthy trees or shrubs, or noxious or common weeds, or implementation of fire wise community standards for thinning and reduction of ladder fuels to reduce wildfire threat.

8.38.14 For Lots 34 to 40, construction shall not occur with twenty five feet (25') of any slope equal or greater than twenty five percent (25%) unless a registered professional engineer qualified in geotechnical engineering prepares a design report for the Lot that provide engineering design and analysis for building closer than twenty five feet (25') to the location where the twenty five percent (25%) slope begins.

8.38.15. Ownership of the Common Area shall be jointly held by the Owners as tenants in common but shall be managed and maintained by the Association. Changes to the use or management of the Common Areas shall be approved by both the Association.

8.38.16 The thirty foot (30') private easement located north of Lots 17 and 22 shall be Common Area and shall be maintained by the Association.

8.38.17 A pull-out designed for vehicle turn around shall be located between Lots 10 and 11. The pull-out shall be a minimum of ten feet (10') wide by forty feet (40') long.

8.38.18 The Owners, through the Association, are responsible for the maintenance and upkeep of the Common Area. The private road shall be maintained for safe all weather two way traffic.

Section 8.39. *Lot 26*. Lot 26 has a pre-existing residence and outbuildings. The pre-existing residence and outbuildings shall be grandfathered and not subject to the requirements set forth in this Article VIII pertaining to construction. All new construction on Lot 26 shall be subject to the review and approval of the Design Review Committee.

Section 8.40. *Enforcement*. The Association may take such action as it deems advisable to enforce these Covenants as provided in this Declaration. In addition, the Association will have a right of entry on any part of the Property for the purposes of enforcing this Article, and any costs incurred by the Association in connection with such enforcement which remain unpaid 30 days after the Association has given notice of the cost to the Owner will be subject to interest at the Default Rate from the date of the advance by the Association through the date of payment in full by the Owner and will be treated as a Default Assessment enforceable as provided in Article X.

ARTICLE IX
OWNER'S OBLIGATIONS FOR MAINTENANCE

Section 9.1. *Owner's Responsibility for Lot.* Except as provided in the Timber Ridge Documents or by written agreement with the Association, all maintenance of a Lot and the Improvements located on it will be the sole responsibility of the Owner of the Lot. The Association will, in the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level and quality of maintenance being provided by such Owner is not satisfactory. Before assuming the maintenance responsibilities, the Board will notify the Owner in writing of its intention to do so, and if the Owner has not commenced and diligently pursued remedial action within 30 days after the mailing of such written notice, then the Association will proceed. The expenses of the maintenance by the Board will be reimbursed to the Association by the Owner within 30 days after the Association notifies the Owner of the amount due, and any sum not reimbursed within that 30 day period will bear interest at the maximum rate permitted under Montana law from the date of the expenditure until payment in full.

Section 9.2. *Owner's Negligence.* If the need for maintenance, repair or replacement of any portion of the Common Area (including Improvements located on it) arises because of the negligent or willful act or omission of an Owner or his family member, guest, invitee or tenant, then the expenses incurred by the Association for the maintenance, repair or replacement will be a personal obligation of that Owner. If the Owner fails to repay the expenses incurred by the Association within 30 days after the notice to the Owner of the amount owed, then those expenses will bear interest at the maximum rate permitted under Montana law from the date of the advance by the Association until payment by the responsible Owner in full.

ARTICLE X
ASSESSMENTS

Section 10.1. *Creation of Lien and Personal Obligation for Assessments.* Except as otherwise provided by this Declaration, Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by accepting a deed for a Lot, is deemed to covenant to pay to the Association (1) the Annual Assessments imposed by the Board of Directors as necessary to generally carry out the functions of the Association; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (3) Default Assessments which may be assessed against a Lot pursuant to the Timber Ridge Documents for the Owner's failure to perform an obligation under the Timber Ridge Documents or because the Association has incurred an expense on behalf of or caused by the Owner under the Timber Ridge Documents.

10.1.1. *Declarant Exempt.* Notwithstanding the ownership of any Lot, the Declarant shall not be obligated to pay any of the Assessments described in this Declaration.

10.1.2. *Assessment Lien.* All Assessments, together with fines, interest, costs, and reasonable attorneys' (and legal assistants') fees, will be a charge on the land and will be a continuing lien upon the Lot against which each such Assessment is made until paid.

10.1.3. *Assessment Remedies.* Each such Assessment, together with fines, interest, costs, and reasonable attorneys' fees and costs, will also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment falls due, and two or more Owners of a Lot will be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessments by abandonment of his Lot or by waiver of the use or enjoyment of the Common Area. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 10.2. *Purpose of Assessments.* The Assessments levied by the Association will be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Timber Ridge subdivision.

Section 10.3. *Annual Assessments.*

10.3.1. *Calculation of Annual Assessments.* The Board of Directors will prepare a budget before the close of each fiscal year of the Association. Annual Assessments for Common Expenses will be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation, the cost of routine maintenance, repair and operation of the Common Area; and premiums for insurance coverage as deemed desirable or necessary by the Association; snow removal, landscaping, care of grounds and common lighting within the Common Area; routine renovations within the Common Area; wages; common water and utility charges for the Common Area; legal and accounting fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any deficit remaining from a previous Assessment period; and the supplementing of the reserve fund for general, routine maintenance, repairs and replacement of improvements within the Common Area on a periodic basis, as needed.

10.3.2. *Apportionment of Annual Assessments.* Except as otherwise provided herein, each Owner will be responsible for that Owner's share of the Common Expenses, which will be divided equally among the Lots included in the Project under this Declaration from time to time. Accordingly, at any given time, an Owner's share of Common Expenses will be determined as a fraction, the numerator of which is the number of Lots owned by the Owner, and the denominator of which is the number of Lots then platted and incorporated into the Project. Further, the costs of utilities may be assessed in proportion to usage.

10.3.3. *Collection.* Annual Assessments will be collected in periodic installments as the Board may determine from time to time, but until the Board directs otherwise, they will be payable annually in advance on the date determined by the Board. The omission or failure of the Association to fix the Annual Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same.

Section 10.4. *Special Assessments.*

10.4.1. *Determination by Board.* The Board of Directors may levy, in any fiscal year, one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or, after adopting and submitting a revised budget to the Association as may be required to make up any shortfall in the current year's budget.

10.4.2. *Apportionment and Collection of Special Assessments.* The Board will apportion Special Assessments among the Lots and collect payment according to the same guidelines as set forth for Annual Assessments in Section 10.3.2

10.4.3. *Notice.* Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least 30 days prior to the due date.

Section 10.5. *Default Assessments.* All monetary fines, penalties, interest or other charges or fees (excluding Annual and Special Assessments) levied against an Owner pursuant to the Timber Ridge Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Timber Ridge Documents, and any expense (including without limitation attorneys' fees and costs) incurred by the Association as a result of the failure of an Owner to abide by the Timber Ridge Documents, constitutes a Default Assessment, enforceable as provided in this Declaration below.

Section 10.6. *General Remedies of Association for Nonpayment of Assessment.* Any installment of an Annual Assessment, Special Assessment or Default Assessment which is not paid within 30 days after its due date will be delinquent. In the event that an installment of an Annual Assessment or Special Assessment becomes delinquent, or in the event any Default Assessment is established under this Declaration, the Association, in its sole discretion, may take any or all of the following actions:

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

10.6.2. Charge interest from the date of delinquency at the maximum rate permitted under Montana law;

10.6.3. Suspend the voting rights of the Owner during any period of delinquency;

10.6.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once;

10.6.5. Bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges;

10.6.6. File a statement of lien with respect of the Lot and foreclose as set forth in more detail below.

10.6.7. For a delinquent Assessment related to the provision of utilities, the utility service to the Lot may be suspended after giving the Owner ten days' written notice that the service will be suspended unless the delinquent Assessment is paid.

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.

Section 10.7. *Assessment Lien.* Any Assessment chargeable to a Lot will constitute a lien on the Lot, effective the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien statement 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 of the Lot by mail to the address of the Lot 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 statement in the office of the Clerk and Recorder of Flathead County, Montana. Thirty days following the mailing of such notice to the Owner, the Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages under the statues of the State of Montana.

Section 10.8. *Successor's Liability for Assessment.* All successors to the fee simple title of a Lot will be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' and legal assistants' fees against such Lot without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor.

Section 10.9. *Statement of Status of Assessments.* The Association will furnish to an Owner or his designee or to any Mortgagee, within fourteen days of request, a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or Mortgagee has an interest.

Section 10.10. *Failure to Assess.* The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice will not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE XI
EASEMENTS AND PROPERTY RIGHTS OF OWNERS

Section 11.1. *Owner's Easements of Access and Enjoyment*. Every Owner has a perpetual, non-exclusive easement for ingress, egress and utilities to and from his Lot and for the use and enjoyment of the Common Area, which easement is appurtenant to and will pass with the title to every Lot, subject to the provisions set forth in this Declaration.

Section 11.2. *Delegation of Use*. Any Owner may delegate, in accordance with the Timber Ridge Documents, its rights of access and enjoyment described in Section 11.1 above to its tenants, employees, family, guests or invitees.

Section 11.3. *Easements of Record and of Use*. The Property will be subject to all easements shown on any recorded Plat and to any other easements of record or of use as of the date of recordation of this Declaration.

ARTICLE XII
SPECIAL DECLARANT RIGHTS
AND ADDITIONAL RESERVED RIGHTS

Section 12.1. *General Provisions*. Until the expiration of the Period of Declarant Control, Declarant will have the following Special Declarant Rights:

12.1.1. *Completion of Improvements*. The right to complete Improvements as indicated on any Plat filed with respect to the Property.

12.1.2. *Development Rights*. The right to exercise all Development Rights in connection with the development of Timber Ridge, including without limitation the right or combination of rights hereby reserved by Declarant, as follows:

(i) The right to create Lots, Common Areas, pedestrian and bike trails, and private roadways on the Property or the Expansion 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 Timber Ridge subdivision.

12.1.3. *Sales Activities*. The right to maintain sales and management offices, signs advertising Timber Ridge and model residences on the Common Area and on Lots owned by Declarant.

12.1.4. *Easements*. The right to use easements through the Common Area on the Property for the purpose of making Improvements on the Property.

12.1.5. *Association Directors and Officers*. The right to appoint any officer or Director of the Association, as provided in this Declaration or the Bylaws.

12.1.6. *Order of Exercise of Declarant's Rights*. Declarant makes no representations and gives no assurances regarding the legal description of the boundaries of any phase of the Property or the order or time in which the phases of the Property may be developed or incorporated in Timber Ridge, or whether or to what extent any of the Property will be developed or incorporated into the Project. Further, the fact that Declarant may exercise one or more of Declarant's Development Rights or other Special Declarant Rights on one portion of the Property will not operate to require Declarant to exercise a Development Right or other Special Declarant Right with respect to any other portion of the Property.

Section 12.2. *Supplemental Provisions Regarding Declarant's Rights*. Without limiting the generality of the foregoing, certain of these Special Declarant Rights are explained more fully in this Article below. Further, Declarant reserves the right to amend this Declaration and any Plat in connection with the exercise of any Development Right or any other Special Declarant Right, and Declarant also reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Declaration.

Section 12.3. *Utility Easements*. There is hereby created an easement upon, across, over, in, and under the Common Area and the areas designated on the final Plat Timber Ridge as utility easements for the installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television and other communications systems. By virtue of this easement, it will be expressly permissible and proper for the companies providing utility services to install and maintain necessary equipment on and under the Common Area and the areas designated on the final plat of Timber Ridge as utility easements and to affix and maintain utility pipes, wires, circuits, conduits and other equipment under those areas. Any utility company using this easement will use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners, the Association and Declarant; will prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and will restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the easement granted above request a specific easement by separate recordable document, either Declarant or the Association will have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Common Are and the areas designated on the final Plat or Plats of Timber Ridge as utility easements without conflicting with the terms of this Declaration. This easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 12.4. *Reservation for Expansion and Construction*. Declarant hereby reserves for itself and its successors and assigns and for Owners in all future phases of Timber Ridge, a perpetual easement and right-of-way for access over, upon, and across the Property for construction, utilities, drainage, ingress and egress, and for use of the Common Area. The location of these easements and rights-of-way may be made certain by Declarant or the Association by instruments recorded in Flathead County, Montana.

Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility, ingress and egress, and other easements over and across the Common Area,

and to create other reservations, exemptions, and exclusions convenient or necessary for the use and operation of any other property of Declarant.

Section 12.5. *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 the Common Area, for purposes including but not limited to streets, paths, walkways, drainage, recreational areas and parking areas, and to create other reservations, exceptions, and exclusions in the interest of the Owners and the Association.

Section 12.6. *Maintenance Easement*. An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, and any member of the Board of Directors, and their respective officers, agents, employees, and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Timber Ridge Documents.

Section 12.7. *Drainage Easement*. An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Reasonable efforts will be made to use this easement so as not to disturb the uses of the Owners, the Association and Declarant, as applicable, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

Section 12.8. *Declarant's Rights Incident to Construction*. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property or other real property owned by Declarant; provided, however, that no such rights will be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his family, tenants, employees, guests, or invites.

Section 12.9. *Declarant's Rights with Respect to Phases 2 and 3*. Declarant, for itself and its successors and assigns, hereby retains the right to determine whether or not to annex Phases 2 and 3 under this Declaration. or, alternatively, to establish supplementary covenants and owner association documents for those phases of Timber Ridge.

Section 12.10. *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.

ARTICLE XIII
EXPANSION AND WITHDRAWAL

Section 13.1. *Reservation of Right to Expand.* Declarant reserves the right, but will not be obligated, to expand the effect of this Declaration to include all or part of the Expansion Property. The consent of the existing Lot Owners and Mortgagees will not be required for any such expansion, and Declarant may proceed with such expansion without limitation at its sole option. Declarant will have the unilateral right to transfer to any other person this right to expand by an instrument duly recorded.

Section 13.2. *Completion of Expansion.* When Declarant has determined that no further property shall be added to the Project, Declarant shall notify the Association in writing. Until such notice is given, Declarant retains the right to designate additional property as Expansion Property.

Section 13.3. *Declaration of Annexation.* Any expansion of the Project may be accomplished by recording a Declaration of Annexation and one or more supplemental Plats in the records of the Clerk and Recorder of Flathead County, Montana, before the expiration of the Period of Declarant Control. The Declaration of Annexation will describe the real property to be expanded, 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 Timber Ridge 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.

Section 13.4. *Withdrawal of Property.* Declarant reserves the right to withdraw from the jurisdiction of these Covenants any parcel of the Property (including the Expansion Property), provided, however, that no parcel may be withdrawn after it has been conveyed to a purchaser.

ARTICLE XIV

INSURANCE

Section 14.1. *Authority to Purchase*. All insurance policies relating to the Common Area will be purchased by the Board of Directors or its duly authorized agent. The Board of Directors and the Declarant will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at demonstrably unreasonable costs.

Section 14.2. *General Insurance Provisions*. All such insurance coverage obtained by the Board of Directors will be governed by the following provisions:

14.2.1. As long as Declarant owns any Lot, Declarant will be protected by all such policies in the same manner as any other Owner.

14.2.2. The deductible, if any, on any insurance policy purchased by the Board of Directors may be treated as a Common Expense payable from Annual Assessments or Special Assessments (allocable to all of the Lots or to only some of the Lots, if the claims for damages arise from the negligence of particular Owners, or if the repairs benefit only particular Owners), or as an item to be paid from working capital reserves established by the Board of Directors.

Section 14.3. *Physical Damage Insurance on Common Area*. The Association will obtain insurance for such insurable Improvements and with such coverages, limits, deductibles and other terms and conditions as the Board may determine from time to time.

Section 14.4. *Liability Insurance*. The Association may obtain a comprehensive policy of public liability insurance and property damage insurance with such coverages and limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, the Association, and the respective employees, agents, and all persons acting as agents against any liability to the public or the Owners (and their guests, invites, tenants, agents, and employees) arising in connection with the ownership, operation, maintenance or use of the Common Area within Timber Ridge and any other areas under the control of the Association. Declarant will be included in the coverage as an additional insured in Declarant's capacity as an Owner or Director.

ARTICLE XV
GUIDELINES FOR WILDLIFE

Section 15.1. *General*. Owners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, livestock feed and other potential attractants. Owners must be aware of potential problems associated with the occasional presence of wildlife such as deer, bear, foxes, skunks, etc. Owners are encouraged to contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, MT 59804) for brochures that can help homeowners "live with wildlife."

Section 15.2. *FWP Suggestions*. The following suggestions, prepared by Montana Fish, Wildlife and Parks, were written to inform citizens and to help minimize problems that homeowners could have with wildlife, as well as helping homeowners protect themselves, their property and the wildlife that Montanans value.

15.2.1 There is potential for vegetation damage by wildlife, particularly from deer feeding on green lawns, flowers, ornamental shrubs and trees in this subdivision. Homeowners should be aware of this potential damage. They should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. Homeowners should consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.

15.2.2 Gardens and fruit trees can attract wildlife. Keep the produce and fruit picked off the ground, because rotting vegetable material can attract bears and skunks. To help keep wildlife such as deer out of gardens, fences should be installed. All fences shall be pre-approved by the Design Review Committee. Netting over gardens can help deter birds from eating berries.

15.2.3 Do not feed wildlife or offer supplements (such as salt blocks), attractants, or bait for deer or other wildlife. Feeding wildlife results in unnatural concentrations of animals that could lead to overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (MCA 87-3-130) to provide supplemental feed attractants if it results in a "concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety." Also, homeowners should be aware that deer might occasionally attract a mountain lion to the area.

15.2.4 Birdseed can attract bears. If used, bird feeders should: 1) be suspended adequately above the ground level; 2) be at least four (4) feet from any support poles or points; and 3) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.

15.2.5 Garbage should be stored in secure bear resistant containers or indoors to avoid attracting animals such as bears, raccoons, dogs, etc. It is best not to set garbage cans out until the morning of garbage pickup.

15.2.6 Pets should be confined to the house, in a fenced yard, or in an outdoor kennel area, and not be allowed to roam as they can chase and kill big game and small birds and mammals. Under current state law it is illegal for dogs to chase hoofed game animals and the owner may also be held guilty (MCA 87-3-124).

15.2.7 Pet food and livestock feed should be stored indoors or in animal resistant containers in order to avoid attracting wildlife such as bears, skunks, raccoons, etc. When feeding pets or livestock, do not leave food out overnight. Consider feeding pets indoors so that wild animals do not learn to associate food with your home.

15.2.8 Consider fencing that is no higher than 3 ½ feet (at the top rail or wire) and no lower than 18 inches (at the bottom rail or wire) in order to facilitate wildlife movement and help avoid animals such as deer becoming entangled in the fence or injuring themselves when trying to jump the fence.

15.2.9 Compost piles could attract skunks and bears and should be avoided in this subdivision. If used they should be kept indoors or built to be wildlife resistant.

ARTICLE XVI
ENFORCEMENT OF COVENANTS

Section 16.1. *Violations Deemed a Nuisance.* Every violation of this Declaration or any other violation of the Timber Ridge Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or equity against anyone in violation of these Covenants will be available.

Section 16.2. *Compliance.* Each Owner or other occupant of any part of the Property will comply with the provisions of the Timber Ridge Documents as the same may be amended from time to time.

Section 16.3. *Failure to Comply.* Failure to comply with the Timber Ridge Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Bylaws will be given to the delinquent party prior to commencing any legal proceedings.

Section 16.4. *Who may Enforce.* Any action to enforce the Timber Ridge Documents may be brought by Declarant or the Board in the name of the Timber Ridge Homeowners' Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Timber Ridge Documents, then the aggrieved Owner may bring such an action.

Section 16.5. *Nonexclusive Remedies.* All the remedies set forth herein are cumulative and not exclusive.

Section 16.6. *No Waiver.* The failure of the Board of Directors, Declarant, or any aggrieved Owner to enforce the Timber Ridge Documents in any one or more instances will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Timber Ridge Documents at any future time.

Section 16.7. *No Liability.* No member of the Board of Directors, the Declarant or any Owner will be liable to any other Owner for the failure to enforce any of the Timber Ridge Documents at any time.

Section 16.8. *Recovery of Costs.* If legal assistance is obtained to enforce any of the provisions of the Timber Ridge Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Timber Ridge Documents or the restraint of violations of the Timber Ridge Documents, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees (and legal assistant's fees) as may be incurred, or if suit is brought, as may be determined by the court.

ARTICLE XVII
RESOLUTION OF DISPUTES

If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance or nonperformance, violation, or enforcement of the Timber Ridge Documents, such dispute or violation may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.

ARTICLE XVIII
DURATION OF THESE COVENANTS AND AMENDMENT

Section 18.1 *Term.* This Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the 30th anniversary of the date this Declaration is first recorded in the office of the Clerk and Recorder of Flathead County, Montana. Thereafter these Covenants will be automatically extended for five successive periods of 10 years each, unless otherwise terminated or modified as provided below.

Section 18.2. *Amendment.* This Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Property as follows:

18.2.1. *During Period of Declarant Control.* Before the sale of a Lot, Declarant (including any Successor Declarant) may terminate, extend, modify, amend or revoke this Declaration as to the whole or any portion of the Property. After the sale of a Lot but before expiration of the Period of Declarant Control, Declarant (including any Successor Declarant) may terminate, extend, modify, amend or revoke this Declaration as to the whole or any portion of the Property. A copy of the document stating the action intended to be taken by the Declarant and a notice of the Owners' rights under this Section shall be mailed to each Owner by first class mail, postage prepaid, to the address of the Owner on the records of the Association. Unless written objection is received by the Declarant from the Owners holding 80% or more of the votes within 30 days of the mailing of the notice to the Owners, the action proposed to be taken by the

Declarant shall be considered approved and shall become final. The Declarant shall then record in the records of Flathead County, Montana, a document stating the action taken, together with a certificate certifying that notice was given to the Owners as required herein and that fewer than 80% of the Owners objected to the action.

18.2.2. *After the Period of Declarant Control*. After the Period of Declarant Control, this Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Property upon the written consent of Owners holding 67% or more of the votes in the Association. Any document will be immediately effective upon recording in the records of Flathead County, Montana, a copy of such executed and acknowledged by the necessary number of Owners, or alternatively, upon the recording in the records of Flathead County, Montana, of a copy of the document together with a certificate signed by an officer of the Association stating that the required number of consents of Owners were obtained.

Section 18.3. *Declarant's Approval.* Notwithstanding the provisions of Section 18.2: (i) no termination, extension, modification or amendment of this Declaration will be effective in any event during the Period of Declarant Control unless the written approval of Declarant is first obtained; and (ii) Declarant may unilaterally amend the Declaration, the Plat(s), the Bylaws and any related permits, license and/or requests for approval until such time as seventy-five (75%) of the Lots have been sold.

Section 18.4. *Effect of Amendments*. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, guests, invitees and employees, and their respective heirs, successors, and assigns. Joinder of the first mortgagees shall not be required in order to effect an amendment.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

Section 19.1. *Severability*. This Declaration, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 19.2. *Construction.* In interpreting words in this Declaration, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders.

Section 19.3. *Headings.* The headings are included only for purposes of convenient reference, and they will not affect the meaning or interpretation of this Declaration.

Section 19.4. *Waiver.* No failure on the part of the Association or the Board to give notice or default or to exercise or to delay in exercising any right or remedy will operate as a waiver, except as specifically provided above in the event the Board fails to respond to certain requests. No waiver will be effective unless it is in writing and signed by the President or Vice President of the Board on behalf of the Association.

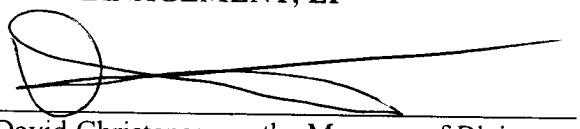
Section 19.5. *Limitation of Liability.* Neither the Declarant, the Association nor any partner, officer or member of either the Declarant or the Board will be liable to any party for any action or for any failure to act with respect to any matter arising by, through, or under the Timber Ridge Documents if the action or failure was made in good faith. The Association will indemnify all of the officers and Board members with respect to any act taken in their official capacity to the extent provided in this Declaration and by law and in the Articles of Incorporation and Bylaws.

Section 19.6. *Conflicts Between Documents.* In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration will control. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

Section 19.7. *Assignment.* Declarant may assign all or any part of the Special Declarant Rights or any of Declarant's other rights and reservations hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such successor will be identified, the particular rights being assigned will be specified, and, to the extent required, concomitant obligations will be expressly assumed by such successor, all in a written instrument duly recorded in the records of the Clerk and Recorder of Flathead County, Montana.

IN WITNESS WHEREOF, Declarant has signed this Declaration on the date first shown above.

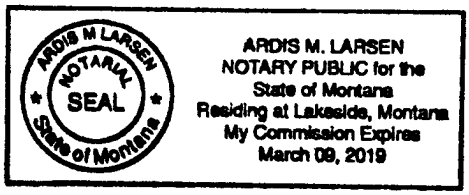
BLAINE MANAGEMENT, LP



By: David Christensen as the Manager of Blaine Management, LLC, the General Partner of Blaine Management, LP

STATE OF MONTANA)
:ss
County of Flathead)

This instrument was acknowledged before me on this 31st day of October, 2016 by David Christensen as the Manager of Blaine Management, LLC, the General Partner of Blaine Management, LP.



Signature of Notary Public

Printed Name of Notary Public
Notary Public for the State of Montana
Residing at _____, Montana
My commission expires: _____

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Fees: $308.00
6/20/2017 8:31 AM

Rita Dowler

Rita Dowler

STATE OF MONTANA)
:ss
County of Flathead)

This instrument was acknowledged before me on this 2nd day of May, 2017 by Rita Dowler.

JULITA M WARD
NOTARY PUBLIC for the
State of Montana
Residing at Columbia Falls, Montana
My Commission Expires
October 26, 2019

Julita M Ward

Notary Public for the State of Montana

EXHIBIT "A"
"RECORD DRAWING"
IMPROVEMENT PLANS FOR
TIMBER RIDGE

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6/20/2017 8:31 AM

A TRACT OF LAND SITUATED, LYING, AND BEING IN THE EAST ONE-HALF OF SECTION 11, T. 30 NORTH, R. 21 WEST, PRINCIPAL MERIDIAN, FLATHEAD COUNTY, MONTANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Parcel 1 of Certificate of Survey Number 19713 according to the map thereof on file and of record in the office of the Clerk and Recorder, County of Flathead, State of Montana containing 23.76+/- acres

AND

Parcel 1 of Certificate of Survey Number 20129 according to the map thereof on file and of record in the office of the Clerk and Recorder, County of Flathead, State of Montana containing 24.00+/- acres

EXHIBIT "B"

GENERAL NOTES & SPECIFICATIONS

1. WHEREVER THE WORDS "STANDARD SPECIFICATIONS" ARE USED IN THESE NOTES, IT SHALL BE UNDERSTOOD THAT REFERENCE IS TO THE LATEST EDITION OF THE "MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS (MPWS) AND ALL APPROPRIATE AMENDMENTS DISTRIBUTED BY THE MONTANA CONTRACTORS ASSOCIATION, 1717 11TH AVE., P.O. BOX 4519, HELENA, MT 59604.

2. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS WITH THE PLANS PRIOR TO BEGINNING CONSTRUCTION.

3. USE ONLY CLEAN NON-ORGANIC MATERIAL IN EMBANKMENTS. STRIP ALL GRASS AND ORGANIC MATERIAL FROM EMBANKMENT BEFORE CONTINUING EMBANKMENT CONSTRUCTION IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

4. ALL SUBGRADE PREPARATION SHALL BE DONE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2210 AND ANY OTHER RELATED SECTIONS OF MPWS. UNCRUSHED SUBBASE SHALL BE USED AS "SELECT" SUB BASE MATERIAL AS SHOWN ON THE ROADWAY TYPICAL SECTIONS.

5. THE "STANDARD SPECIFICATIONS" WITH THE EXCEPTION THAT RELATIVE COMPACTION SHALL BE NOT LESS THAN 95% OF MODIFIED D-698 TO A MINIMUM DEPTH OF 8" BELOW SUBGRADE FOR THE WIDTH OF THE AREA PLACED UNDER EACH SURFACING.

6. REPAIR, CRUSHED GRAVEL AND UNCRUSHED GRAVEL BASE SHALL BE COMPACTED TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS.

7. CRUSHED SURFACING GRAVEL SHALL BE 1-1/2" MINUS AS SPECIFIED BY MPWA STANDARD SPECIFICATIONS.
AT MINUS SIEVE UNCRUSHED SUBBASE SHALL HAVE FOUR PASSING THE 4" INCH (#4) SIEVE AND NOT MORE THAN TWENTY PASSING THE NUMBER 200 SIEVE. (SEE GRADATION TABLE IN SECTION 02216-2.1 OF THE STANDARD SPECIFICATIONS.

8. AS PER 7" CONCRETE PAVING SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS AND SHALL MEET THE REQUIREMENTS FOR STANDARD TRAFFIC LOADS AS REQUIRED BY THE STANDARD SPECIFICATIONS.

9. CONCRETE CURB OR ROADWAY APPROACH FROM A READY MIXED PLANT AND SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 P.S.I. CONCRETE SHALL BE AIR ENTRAINED.

10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION, INCLUDING PRESSURE AND LEAKAGE TESTING REQUIREMENTS FOR THE WATER SYSTEM.

11. ALL WATER PIPE MUST BE RATED AT 150 PSI CONFORMING TO AWWA C 900 SPECIFICATIONS, PC 3606, ASTM D-2241, PVC SDR 21 RATED FOR 200 PSI OTHERWISE SPECIFIED.

12. GRADE FOR THE LAYING & INSTALLATION OF POLYETHYLENE PIPE APPLICATIONS PER AWWA M55 AND MANUFACTURER RECOMMENDATIONS.

13. HYDRANTS: 2" TO 12" MJ HYDRANTS TO HAVE SHALL BE MOUNTED ON FABRICATED BY THE WATEROUS COMPANY OR THE PEER MANUFACTURER.

14. USE ALL 2" TO 24" MJ ADAPTER, 4-BOLT SLEEVE PROVIDING MATING SIZE, PROVIDED WITH STAINLESS STEEL STRETCHER, EXTENDED BOLTS AND GLANDS.

15. FLANGE ADAPTOR 2" TO 12" FLANGE ADAPTOR ASSEMBLY RATED CLASS 150 FLANGE ADAPTORS SHALL BE FITTED WITH FHA APPROVED BACK-UP RINGS. FLANGE RATED THAN 150 (RATED 150 OR HIGHER).

16. WATER MAIN SHALL BE TESTED AND DISINFECTED PER THE STANDARDS UNDER CONTINUOUS FEED METHOD OR PER THE PIPE MANUFACTURER RECOMMENDATIONS.

17. MATERIALS TO BE INCORPORATED IN THE CONTRACT OR ARE TO BE FURNISHED BY A CERTIFIED LICENSE MANUFACTURER, DISTRIBUTOR, CONTRACTOR, SUPPLIER, OR SUBCONTRACTOR MUST BE APPROVED BY THE ENGINEER PRIOR TO PURCHASE OR THAT PORTION OF THE PROJECT. GRADATION TESTING SHALL BE AS PER MPWS.

18. ALL TESTING AS REQUIRED BY MONTANA STANDARD SPECIFICATIONS FOR WATER AND SEWER MAINS, AND ANY OTHER TESTING AS REQUIRED BY THE ENGINEER OR OTHER AGENCIES SHALL BE PERFORMED AT THE EXPENSE OF THE CONTRACTOR.

19. CONSTRUCTION STAKING SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR OR REGISTERED ENGINEER AUTHORIZED BY THE OWNER.

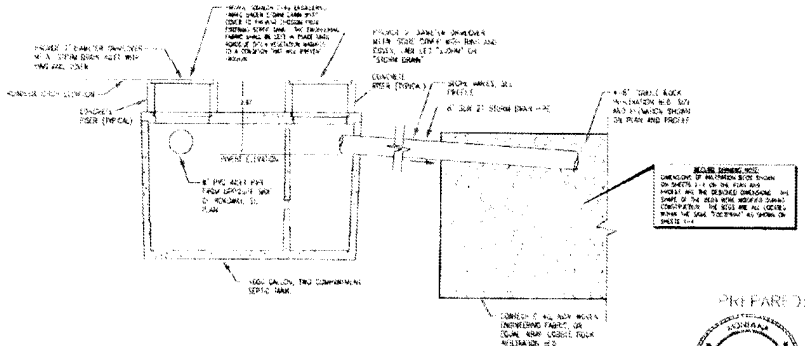
20. TRACER WIRE AND MARKER TAPE TO BE INSTALLED ON ALL WATER & SEWER MAINS TO MEET STANDARD SPECIFICATIONS.

21. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER TO APPLY FOR AND OBTAIN ANY AND ALL PERMITS NECESSARY FOR THE CONSTRUCTION OF THE PROJECT.

22. ALL SAFETY REQUIREMENTS ARE THE EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SAFETY REQUIREMENTS ON THIS PROJECT.

23. IT IS THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER TO APPLY FOR AND COMPLY WITH THE MONTANA DEPT. OF ENVIRONMENTAL QUALITY (DEQ) STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PERMIT. ENGINEER SHALL NOT BE RESPONSIBLE TO APPLY FOR OR COMPLY WITH THIS SWPPP PERMIT.

24. ALL PIPING SIZES AND LAYOUTS THE SEPTIC TANK STORM DRAIN TANK SHALL BE 6" MINIMUM DIAMETER, PROVIDE INFLOW AND OUTLET (OR SPECIFIED EQUAL) WITH TYPE C GRADE CAST IRON FRAME AND COVER FOR SEPTIC TANK OUTLET TANK FUNCTION PER STANDARD DRAWINGS SEPTIC-8 AND SEPTIC-9 OF THE MPWS STANDARD SPECIFICATIONS.



STORM DRAIN SEPTIC TANK AND INFILTRATION BED DETAIL

SCALE: 1" = 2'

"RECORD DRAWING"
IMPROVEMENT PLANS

FOR

Timber Ridge

AT

E1/2, SEC. 11, T. 30 N., R. 21 W., P.M.M.,
FLATHEAD COUNTY, MONTANA

PREPARED BY

Larsen Engineering and Surveying, Inc., P.C.
P.O. Box 2071
1370 Airport Road
Kalispell, Mont. 59901
Phone: 406-752-7808
Civil Engineering and Land Surveying

OCTOBER 2016

SHEET INDEX

PAGE	DESCRIPTION
1	COVER SHEET
2	PLAN & PROFILE SHEET STA. 0+00 TO 16+00
3	PLAN AND PROFILE SHEET STA. 16+00 TO 32+00
4	PLAN AND PROFILE SHEET STA. 32+00 TO END, TYPICAL ROADWAY SECTIONS, DETAILS
5	OVERALL SITE PLAN AND DETAIL SHEET
6	WELL AND WELL PUMP HOUSE DETAIL SHEET

RECORD DRAWINGS

PREPARED: LARSEN ENGINEERING AND SURVEYING, INC., P.C.
JEFF H. LARSEN, P.E., P.L.S.
PROJECT MANAGER

DATE	REVISION	BY
10/27/16	REVISED PER SITE REVIEW	JHL
12/7/16	MADE RECORD DRAWING DATA	JHL

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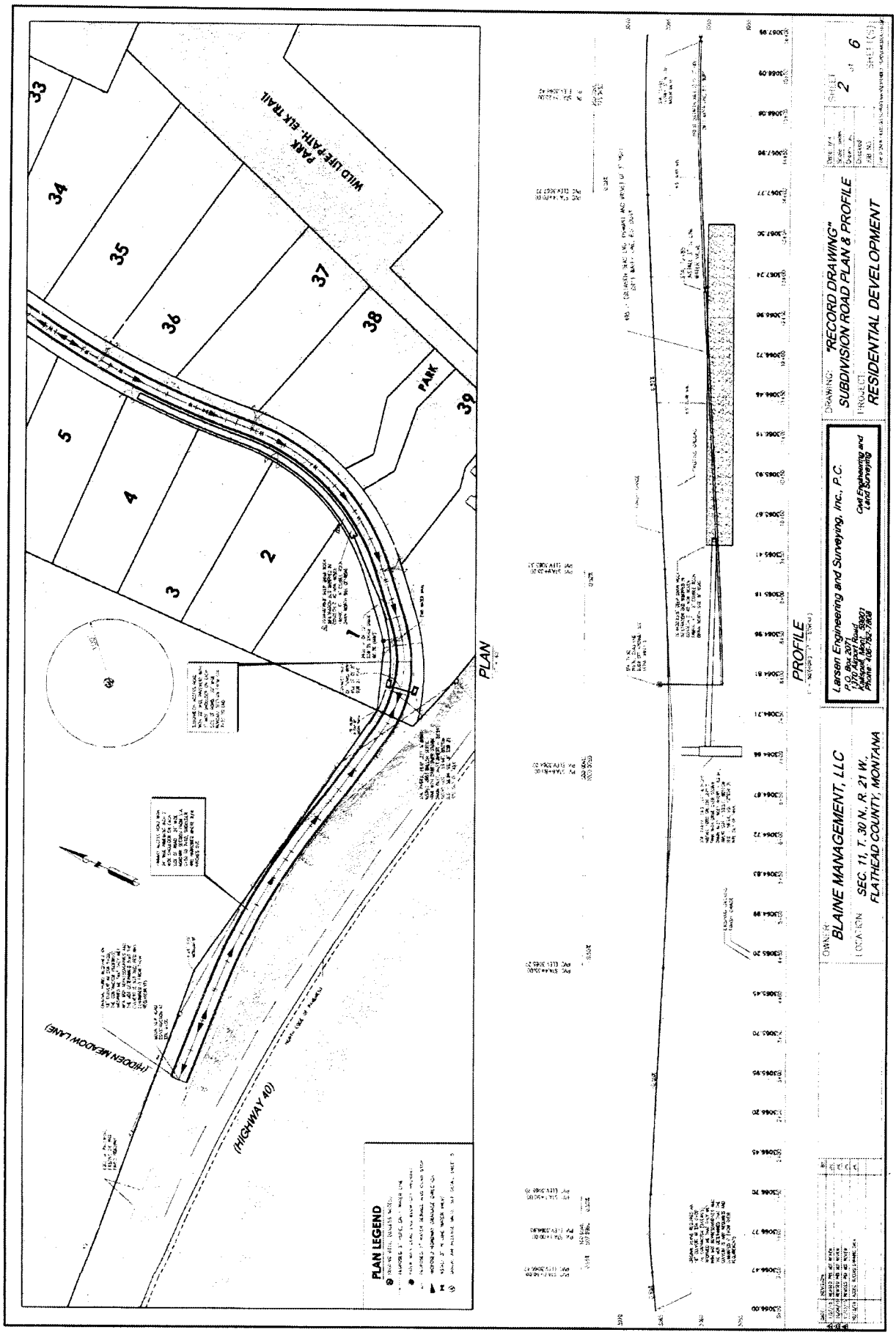

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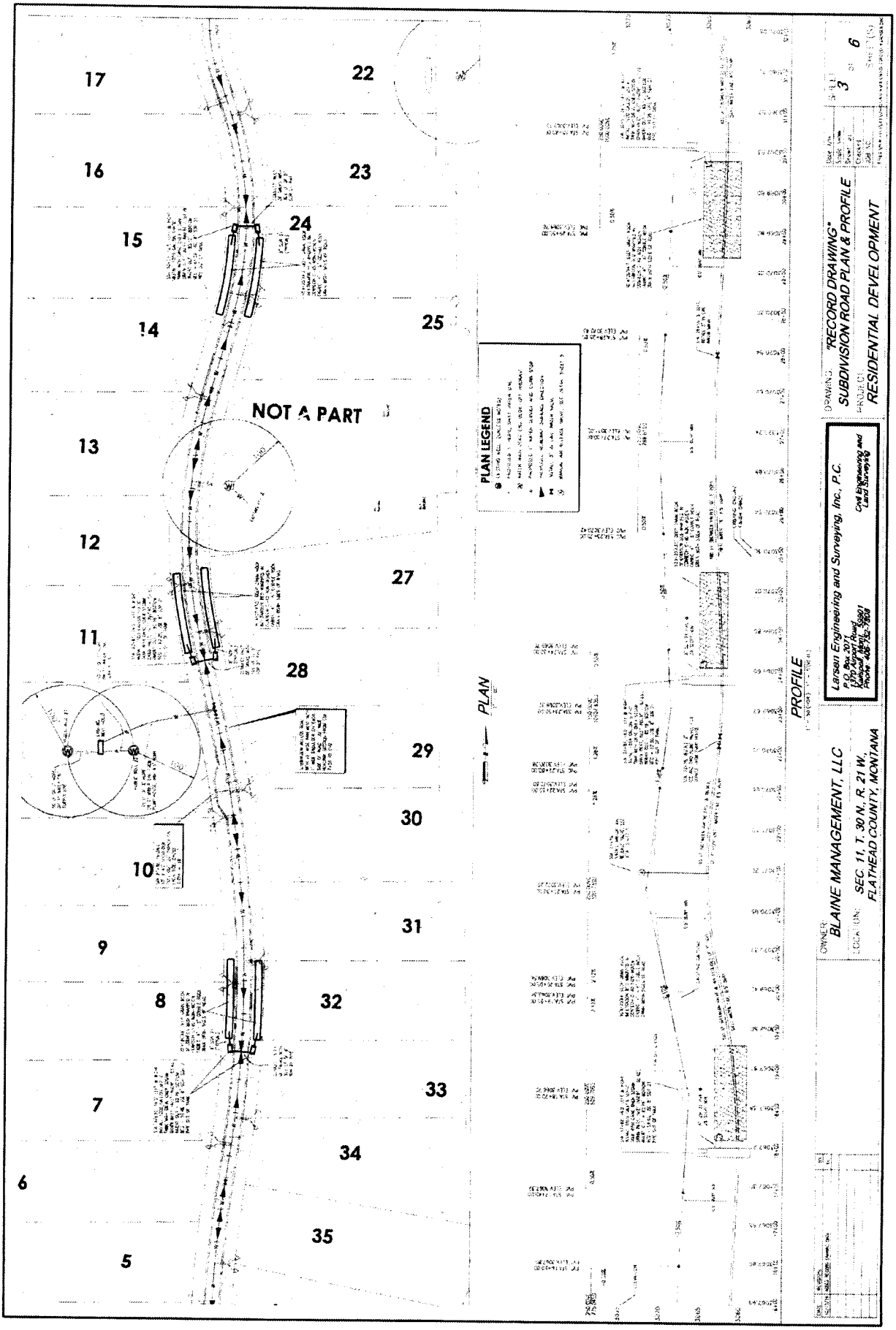

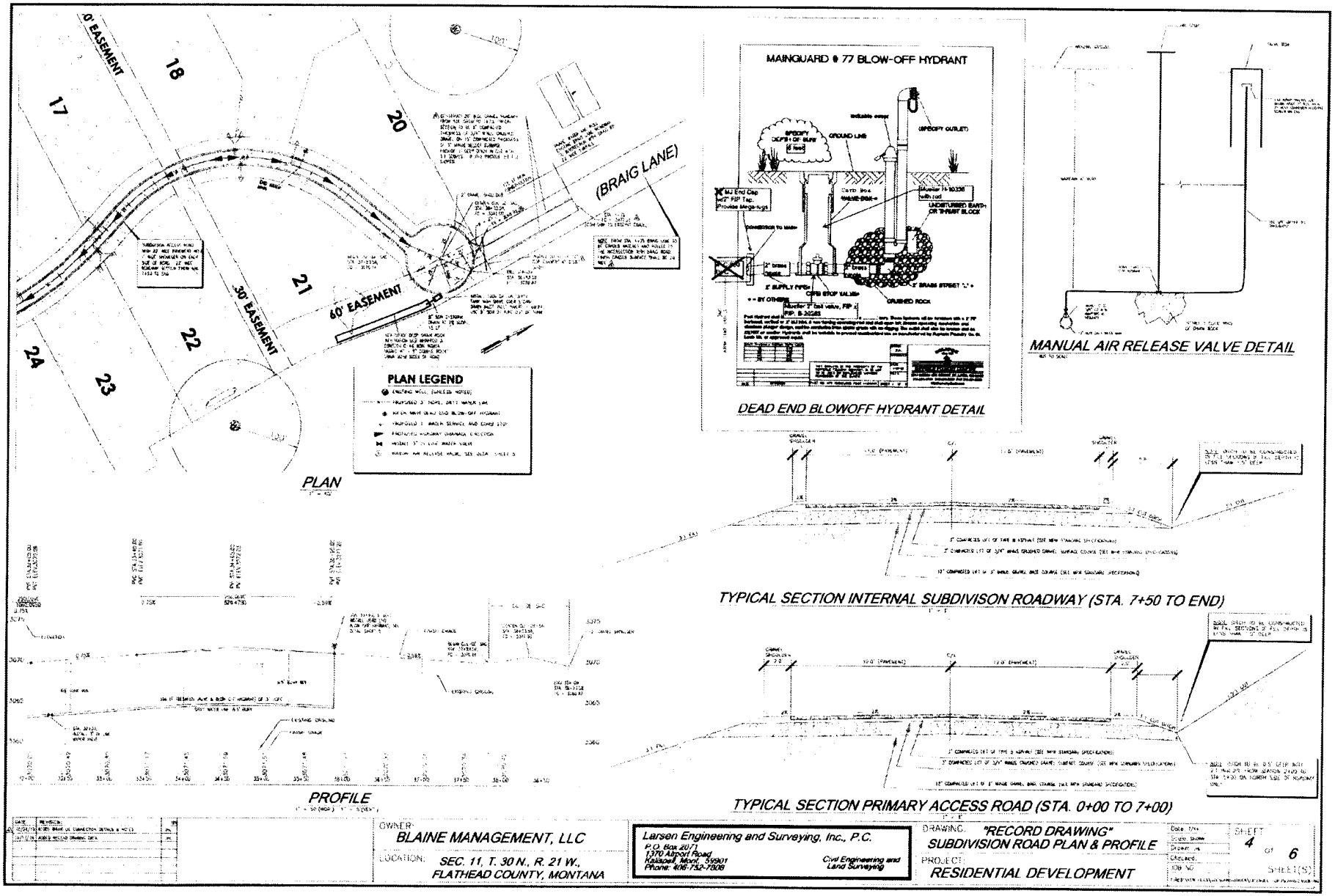

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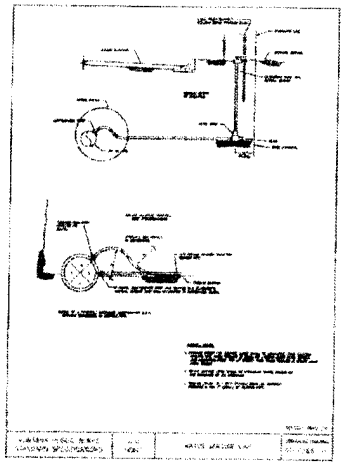
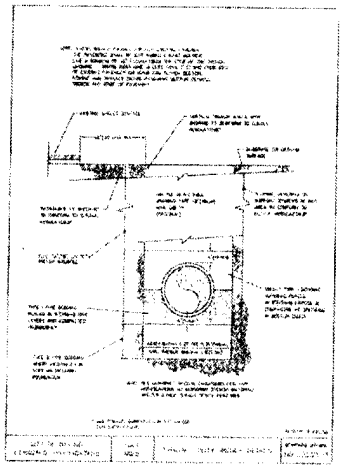
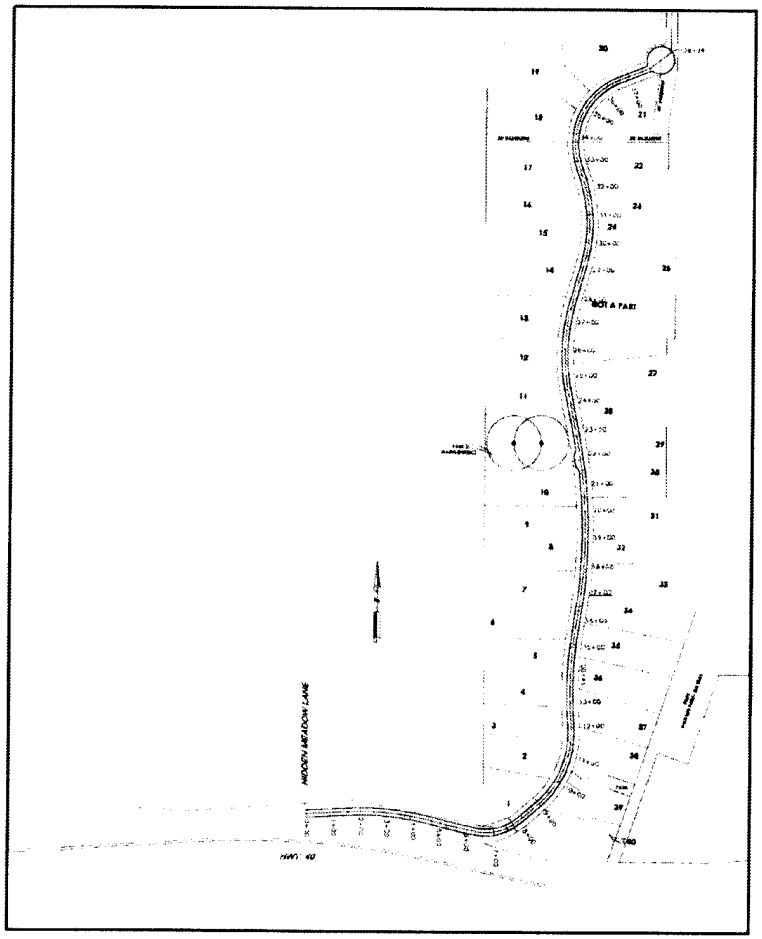


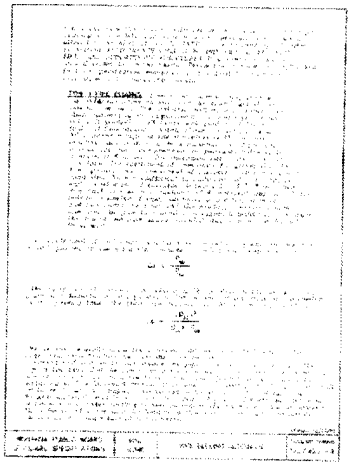
TYPICAL WATER SERVICE LINE



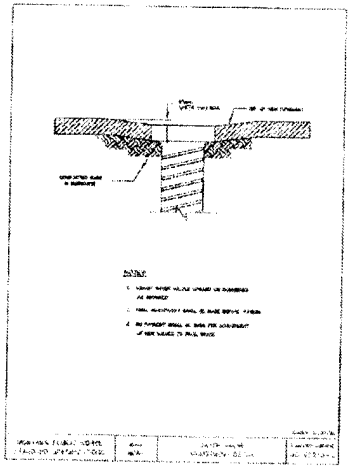
TYPICAL UTILITY TRENCH DETAIL



OVERALL SITE PLAN



PIPE BEDDING ALTERNATIVE



WATER VALVE ADJUSTMENT DETAIL

OWNER: BLAINE MANAGEMENT, LLC

LOCATION: SEC. 11, T. 30 N., R. 21 W., FLATHEAD COUNTY, MONTANA

Larsen Engineering and Surveying, Inc., P.C.
P.O. Box 2071
1370 Airport Road
Kalispell, Mont. 59901
Phone 406-752-7808
Civil Engineering and Land Surveying

DRAWING: "RECORD DRAWING" OVERALL SITE PLAN & DETAILS

PROJECT: RESIDENTIAL DEVELOPMENT

SHEET 5 OF 6 SHEET(S)

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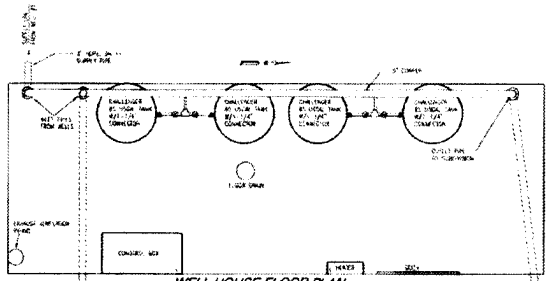
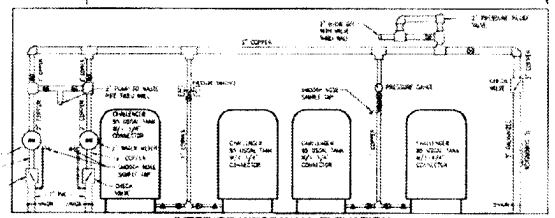
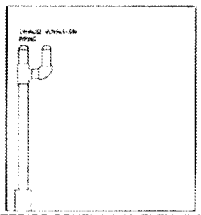


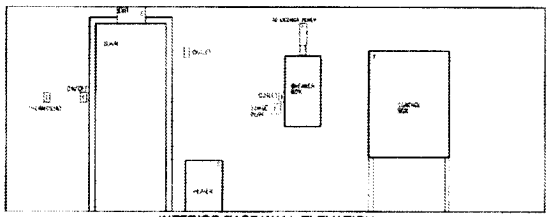
WELL HOUSE FLOOR PLAN



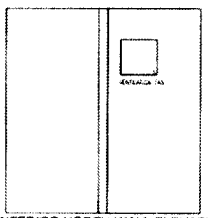
INTERIOR WEST WALL ELEVATION



INTERIOR SOUTH WALL ELEVATION

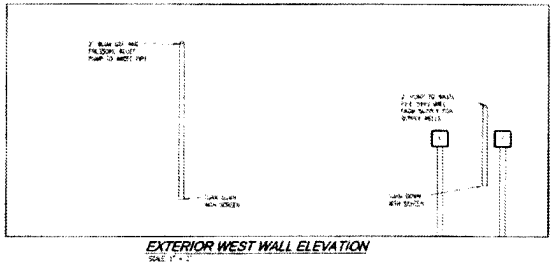


INTERIOR EAST WALL ELEVATION

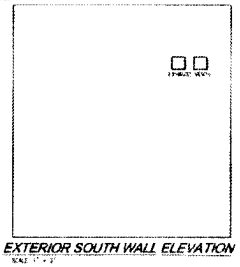


INTERIOR NORTH WALL ELEVATION

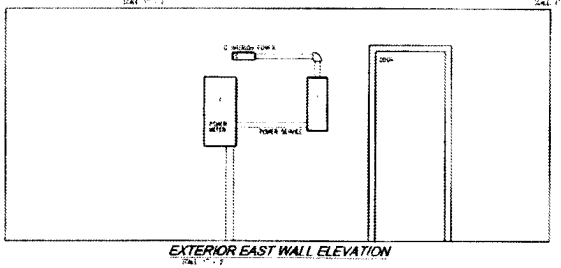
LEGEND



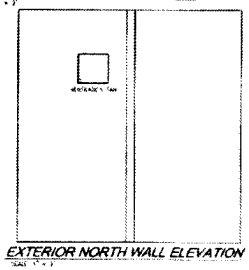
EXTERIOR WEST WALL ELEVATION



EXTERIOR SOUTH WALL ELEVATION



EXTERIOR EAST WALL ELEVATION



EXTERIOR NORTH WALL ELEVATION

RECORD DRAWING NOTES:

1) PUMPS AND MOTORS ARE GOULDS SHE (5 STAGE), 3600 RPM, 5 9/32" HIGH EFFICIENCY, WITH 4" DISCHARGE WITH HUB BUSING FOR 3" DISCHARGE, 5" FRAME, 20 HP, USE=AMER. 3 PHASE NEMA MFG. FRANKLIN MOTOR, 60 HP, 230/575 V, NEMA T.A. 13.5, 3 PHASE, CODE N, CHECK VALVE, 3" FLANGE, WITH

2) WELL DRILLED AND GRAVEL SET ACCORDING WITH EQUAL TO OR EXCEED MINIMUM STANDARDS, SINGLE PHASE, 60 HZ, 3 WIRE, NO MARS OPTION, GRAPHICAL EDC, DUAL PANEL, NO WATER FLOW, NOT COATED, POE, NOS, NO RELAY CARD, STANDARD CABLE LENGTHS, NO ADMINISTRATION, NO BRAKE CHOPPER FRAME SIZE 01

3) WATER METER, NEPTUNE T-10, 2" TEFLON DISCAL, 1/4" X 2" D.I. DUAL FLANGE SET, LEAD FREE HIGH COPPER ALLOY

SHEET	REVISION	BY
10/12/16	ADDED RECORD DRAWING NOTE	

OWNER: BLAINE MANAGEMENT, LLC

LOCATION: SEC. 11, T. 30 N., R. 21 W., FLATHEAD COUNTY, MONTANA

Larsen Engineering and Surveying, Inc., P.C.
P.O. Box 2071
1370 Airport Road
Kalispell, Mont. 59901
Phone: 406-752-7808
Civil Engineering and Land Surveying

DRAWING: "RECORD DRAWING" WELL PUMP HOUSE DETAIL

PROJECT: RESIDENTIAL DEVELOPMENT

Date: 2/14
Scale: none
Drawn: JH
Checked:
JOB No.:

SHEET 6 OF 6 SHEET(S)

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