

**DECLARATIONS OF CONDITIONS, COVENANTS AND
RESTRICTIONS OF
PHEASANT RIDGE ESTATES**

THIS DECLARATION is made this ____ day of _____, 20____, by Pheasant Ridge Development Corporation, Inc. hereinafter the Declarant.

RECITALS

1. The Declarant has a filed plat of certain lands in the Southeast quarter of Section 16, Township 28 North, Range 22 West, P.M.M., Flathead County, Montana known as Parcel B of Certificate of Survey No. 17971. The Plat is titled PHEASANT RIDGE ESTATES. Recorded map or plat on file in the office of the Flathead County Clerk and Recorder. There are a total of 14 lots shown on the plat, 13 residential lots and one utility site.

2. The Declarant owns all 13 residential lots in said subdivision and is desirous of subjecting said real property to conditions, covenants and restrictions hereinafter set forth, each and all of which are for the benefit of said property and for each owner and contract purchaser thereof, and which shall insure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest of any owner or contract purchaser.

The utility site use is limited to a well and storage tank for fire suppression use by the Smith Valley Fire Department. It will be owned in undivided interest by the individual owners of Lots in Pheasant Ridge Estates.

NOW THEREFORE, the Declarant having established a general plan for the improvement and development of said property, does hereby establish the conditions, covenants and restrictions upon which the subject to which all the property and any portion thereof shall be improved or sold and conveyed by them as owner and hereby declare that said property is and shall be held, transferred, sold and conveyed subject to the conditions, covenants and restrictions hereafter set forth which are to run with the land and shall be binding upon all successors in interest of the Declarants.

ARTICLE I - PROPERTY SUBJECT TO COVENANTS

The real property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereafter set forth is located in Flathead County, Montana, and is more particularly described as: PHEASANT RIDGE ESTATES, a map or plat on file in the office of the Flathead County Clerk and Recorder.

ARTICLE II - DEFINITIONS

Section 1: "Lot" shall mean any one of the lots of said PHEASANT RIDGE ESTATES.

Section 2: "Member" shall mean and refer to every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot. Record owners who have sold any Lot under a contract for deed shall not be considered owners. Purchasers of any Lot who are purchasing any Lot under a contract for deed shall be considered the owner for all purposes herein.

Section 3: "Property" shall mean the real property described said Plat of PHEASANT RIDGE ESTATES.

Section 4: "Declarants" shall mean and refer to Pheasant Ridge Development Corporation and heirs or assignees.

Section 5: "Class A" members shall be all members except the Declarant.

Section 6. The "Class B" member is the Declarant.

ARTICLE III - PROTECTIVE COVENANTS

Section 1: Purposes of Covenants: The real property described above is subjected to these conditions, covenants and restriction for the purpose of insuring the best use and the most appropriate development and improvement of each Lot created; to protect the owners and contract purchasers of Lots in the subdivision against improper use of surrounding building Lots as well depreciate the value of their property; to preserve so far as is practical, the natural beauty of said property, to guard against the construction of building unsightly or of unsuitable material ; to provide minimum standards for buildings proposed to be constructed on a Lot; to insure the highest and best development of said property; to encourage and secure the construction of attractive buildings and to provide for high quality improvements on said property and thereby to enhance the values of improvements made by owners of Lots.

Section 2: Land Use: Single family private residents and accessory residential structures are permitted and must comply with standards in Section 3 and 4 below. All residences shall conform to the Certificate of Subdivision Approval as three bedrooms. Any Lot owner has the option of requesting a rewrite of the Certificate of Subdivision Approval amending conditions for individual Lots.

- a. No mining, oil drilling, gravel, sand or soil extraction operation of any kind shall be permitted on any lot.
- b. No manufacturing activity shall at any time be carried on or conducted on any lot or from any residence. Profession services, "home occupations", as defined in the Flathead County Zoning Ordinance or commercial enterprises conducted within residential structures and accessory structures are permitted. No traffic shall be generated by such activities in greater volume than would normally be expected in a residential neighborhood. The Declarant shall be allowed to carry out sales activity necessary to promote the development of Pheasant Ridge Estates.
- c. No equipment or process shall be used which creates visual or audible interference with any radio, television, or telephone receivers off the premises or which causes fluctuation in electrical voltage of any premises.
- d. No agricultural use of the land shall be permitted. Any agricultural use shall be in violation of these covenants. Agricultural products and crops may not be grown and except hereinafter otherwise restricted, farm animals such as livestock and fowl may not be kept and raised (as further described in Section 7, below). Large number of animals concentrated in a small area, such as feed lots, poultry, swine and mink are expressly prohibited.

Section 3: Building Site: No lot shall have more than one principal dwelling, and one accessory structure (a shop or barn).

- a. Setback Lines: All Buildings shall be set back a minimum of 30 feet from the front and rear lot line and 20 feet minimum from a side lot line.
- b. Each Lot with a residence is limited to a maximum of three contained vehicle parking/storage spaces.

Section 4: Building Standards: The following construction standards shall apply to all buildings placed on Lots:

- a. All principal dwellings shall have a ground floor living area of not less than 1400 square feet. For the purposes of this paragraph, porches, balconies and garages shall not be considered part of the living area. Two story homes shall have a main level living area of not less than 1200 square feet.
- b. All buildings shall be permanent in nature. Only new materials may be used, except used brick, etc. for architectural effect, may be used.
 - No building on any lot shall have a roof which is metallic colored, shiny or reflective. No metal siding shall be allowed on any building.
 - No vinyl siding shall be allowed on any building.
 - All accessory buildings on a Lot shall be constructed in keeping with the architecture of the principal dwelling, the terrain and environment of the premises so as not to be unsightly.
 - Residences architectural perspective facing Pheasant Ridge Drive shall have multiple corners with offset walls.
 - All residences shall be painted with earth tone colors.
 - Wall facing Pheasant Ridge Drive shall have not less than 15% of the wall area finished as stone or brick.
- c. Dwellings must be built on site. Mobile homes, Manufactured homes and Modular homes are not permitted.
 - All dwellings must be built on a permanent perimeter foundation constructed of concrete or masonry block to meet applicable Montana Building Codes adopted by the State of Montana.
- d. No portion of a building shall exceed 35 feet in height measured from the ground grade of the lot at the point of maximum height.
- e. All construction once begun shall be completed as to exterior finish including siding and/or masonry, paint and roof, ground rough graded and building debris shall be removed within one (1) year after start of construction.
- f. During construction of the residence and for not longer than one year temporary housing, such as recreation vehicles or camp trailers are allowed.
- g. If any structure is damaged in any way, the owner shall with due diligence raze the remains and restore the site or rebuild, repair and restore structure to its appearance and conditions prior to the casualty. Reconstruction shall be completed within twelve (12) months of the casualty.
- h. Each lot owner shall be responsible for creating and maintaining a wild fire "defensible space" around each primary structure.

- i. Satellite dishes larger than two feet in diameter are not allowed. No shortwave radio towers or similar structures are permitted.
- j. All new utilities shall be installed underground. Propane tanks shall be buried. No above ground fuel tanks are allowed.
- k. Each lot owner shall be responsible for construction of their own private driveway from PHEASANT RIDGE ESTATES. It shall be the lot owners' responsibility to install a minimum 8-inch culvert at the point where the driveway joins PHEASANT RIDGE ESTATES. Culverts shall be finished with tapered end sections.
- l. Each residence shall have addresses placed on the residence facing Pheasant Ridge Drive with a height of not less than 4 ½" and be clearly visible from the street.
- m. Lots 1 thru 4 are limited to tree removal to improve views. Tree removal shall be limited to improve views. Tree removal within the "No Build Zone" identified on the Plat shall be limited to dead or diseased trees.
- n. Irrigated lawn area is limited to 10,570 square feet, inclusive of garden areas for all lots.

Section 5: Seeding, Planting and Weed Control: To foster and protect agricultural activities of the neighborhood, the control of invasive or noxious weeds shall be a first order responsibility of every lot owner. Whenever a structure is constructed on any lot, or for other reason the vegetation cover is removed from the ground, the owner of said lot shall within a reasonable time thereafter, seed, or plant a lawn or ground cover in accordance with the requirements of the Flathead County Weed Department. All undisturbed areas shall have at least one herbicidal application per year or be mowed at least once per year.

Section 6: Signs: No signs shall be placed on any lot except name plates, signs identifying or numbering buildings, and one unlighted sign not to exceed (10) square feet in surface area advertising the sale or lease of a lot. No signs are permitted outside the lot boundaries.

Section 7: Pets and Livestock: All domestic pets, birds and pets kept on any parcel shall not create or cause a violation of any other covenants contained herein such as an annoyance, nuisance or disturbance to the neighborhood or to the residents of any other lots and shall be confined to the owner's property in an enclosure which is not unsightly and which has been constructed in conformity to the provisions hereof relating to outbuildings or fences.

- Livestock such as horses, cows, pigs, goats or other similar animals are prohibited.

Section 8: Recreational Vehicles: No trucks, exceeding one-ton capacity, tractor-trailers, or inoperable vehicles or parts thereof shall at any time be allowed to remain upon or park on any road or lot within the subdivision except those vehicles or equipment that are stored within the confines of a lot owner's garage or outbuildings. The parking of personal camping trailers, pickup campers, or boats outdoors is permitted. No construction equipment shall be parked or stored on a Lot except during the residences construction.

Section 9: Lot Appearance and Garbage: No part of any lot shall be used as a dumping ground or used to stove or place rubbish, trash, garbage, inoperable or unlicensed vehicles or other unsightly

object. Each lot owner shall avoid accumulation of such refuse or other material by these covenants. All garbage shall be screened from view except on collection days. Owners are encouraged to hire a contract hauler.

Section 10: Water System: All potable water shall be obtained from individual wells located within the boundary of each lot. Costs of drilling, installation and maintenance are solely those of the individual owner. All water systems must comply with the rules and regulations of the Flathead City-County Health Department and the Montana Department of Environmental Quality. The water well for each lot shall be drilled in the location shown on the approved Certificate of Subdivision Approval (COSA), attached hereto as Exhibit A.

- a. Water use shall be limited to irrigation of 10750 square feet of lawn area. See attached letter from DNRC as Exhibit B.
- b. A water meter shall be installed to monitor water use. The meter read out information shall be provide as requested by DNRC or the Home Owners Association.

Section 11: Sewer System: Individual sewage disposal systems shall be installed to the requirements of the Flathead City-County Health Department and the Montana Department of Environmental Quality. Each lot owner is responsible to secure a septic permit from the Flathead City-County Health Department. Each lots sewer system shall be constructed in the location shown on the COSA. All septic systems shall meet the minimum requirements of the attached COSA. Each land owner with a level II system shall contract for maintenance as required by the COSA and Flathead County Sanitation Regulations.

Section 12: Nuisances: No noxious or offensive activity shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall a lot be used in any way or fan any purpose which may endanger the health or safety of or unreasonably disturb the residents of any lot or neighbor. By way of illustration, driving of loud vehicles or racing of motorcycles shall constitute a nuisance within the meaning hereof.

Section 13: Burning: Open fires are to be made only in accordance with local burning ordinances.

Section 14: Fences: No boundary fence shall exceed four (4) feet in height. It shall be the responsibility of the lot owner to keep all fencing in good repair and to keep the fencing from becoming unsightly. All fences shall be chain link with green mesh, posts and post caps. Fencing shall limited to the developed lot area. Developed lot area shall be lawn, house and accessory structures.

ARTICLE IV- ROAD MAINTENANCE

All lot owners shall share the costs of road maintenance based on a 1/12 share of the total costs. Road maintenance shall include but not be limited to weeds spraying, snow removal, sealing, patching or overlay.

- A road Maintenance Fund shall be established and funded from yearly assessments. Costs of maintenance shall be paid from the fund.

ARTICLE V HOMEOWENR'S ASSOCIATION

The Declarant of Pheasant Ridge Estates covenants and agrees to become and remain a member of the Pheasant Ridge Estates Homeowner's Association, PREHOA, as long as the Declarant retains

ownership of lots in Pheasant Ridge Estates and abide by the reasonable rules and regulations of the Association which may be adopted by the Board of directors from time to time. The Declarant agrees to pay the Association annual dues and assessments as the Board of Directors set.

The PREHOA shall be formed at a time to be determined by the Declarant but no later than sixty (60) days after the lots of the entire development, all lots, being sold. PREHOA shall consist of the owners of each lot. The owners of each lot shall be allotted a single vote per lot in approving motions of the membership. In the event of a sale of a lot, the right to vote passes with the sale and recording of the deed. A copy of the proposed articles of incorporation and bylaws for said association are attached hereto and incorporated herein, as Exhibit C.

The PREHOA shall be responsible for the maintenance of the Pheasant Ridge Drive and improvements on the Utility Siting Lot. The Board of Directors shall make reasonable annual assessments to the lot owners and such assessments may be collected in subject to the provisions below and subject to enforcement of covenants, and may become a lien upon the property by a filing by the Board of Directors. Said lien shall state the amount of the assessment which has not been paid, when assessed and interest due. A lot owner whose lot is subject to such lien must pay the assessment, interest at 18%, and costs for preparation and filing of the lien, lien release and all recording costs before the lien is released. This lien may also be fore closed in the manner of mortgages with the prevailing party entitled to attorney fees.

Lot owners are encouraged to become active members of the association. Each lot owner is member of the association by virtue of acquisition of a lot in Pheasant Ridge Estates. Upon sale the Seller's pf lot's membership shall transfer to the Purchaser subject to the requirements as set forth herein or in the by law's or rules of the association.

Homeowner's fees shall be \$200.00 per year per lot until modified by the Homeowners Association. No fee shall be charged against any lots until such time as the ownership passes from the undersigned to a Purchaser. Fees shall be due on the 1st day of July of each year commencing in 2022. Any modification of this fee shall be established thirty (30) days prior to the due date and notification of such modification shall be given to each owner at least twenty (20) days prior to the due date.

Any lot owner who is delinquent in paying, after thirty (30) days of receiving the notice, in paying the assessment or any other obligation as required by these covenants or by laws or ruled of the PREHOA, upon vote of the Board of Directors shall have voting rights suspended until such time as the fee is paid along with interest and any delinquent charges.

ARTICLE VI - AMENDMENTS

This declaration may be amended from time to time by recording an instrument in writing, signed by owners of at least 60% of the lots, seven lot owners. The Declarant shall have two votes for each lot owned for the purposes of Amendments to this document.

Amendments to be effective must be recorded in the office of the Flathead County Clerk and Recorder.

ARTICLE V - ENFORCEMENT

Section 1: Who May Enforce Covenants: The Declarant or any lot owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and amendments now or hereinafter imposed pursuant to the provisions of this Declaration. The failure of the Declarant or any owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. The Declarant shall not have the duty to take any affirmative action to

enforce any restrictive covenants nor shall it be subject to any liability for its failure to act.

Section 2: Attorneys' Fees and Costs: If any person or entity in Section 1 above commences legal proceedings in court to enforce any provisions of these covenants, the prevailing party in such action shall be entitled to recover from the other party reasonable attorney fees and costs of said action.

Section 3: Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect the remaining provisions which shall remain in force and effect.

Section 4: Construction and Binding Effect: There covenants shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs, successors and assigns of the parties hereto and time is of the essence in complying with these covenants.

Section 5: Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming them for a period of (15) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by 60% majority of the owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS THEREOF to the Declaration, the undersigned hereunto set their hand this date first above written.

President – Michael W. Fraser
Pheasant Ridge Development Corporation, Inc.

Secretary- Frank Strickland
Pheasant Ridge Development Corporation, Inc.

STATE OF MONTANA

County of Flathead

On this ____ day of _____, 20____, before me the undersigned a Notary Public for the State of Montana, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed Notary Seal the day and year first above written.

Notary Public for the State of Montana

Residing at _____

Commission Expires _____

DRAFT

IN WITNESS THEREOF to the Declaration, the undersigned hereunto set their hand this date first above written.

STATE OF MONTANA

County of Flathead

On this ____ day of _____, 20____, before me the undersigned a Notary Public for the State of Montana, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed Notary Seal the day and year first above written.

Notary Public for the State of Montana

Residing at _____

Commission Expires _____