

STONEHORSE  FLATHEAD LAKE

Neighborhood Homesites in Polson, Montana



— — — — —
CC&R's
AND
DESIGN GUIDELINES
— — — — —


STONEHORSE
FLATHEAD LAKE

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PART I

CC&R's





Declaration of Restrictive Covenants for Stone Ridge Ranch Phase 1 and Vergeront Ranch Subdivision Phase 2

This declaration is made this 12th day of October, 2006, by Stone Ridge Development, LLC, a Montana limited liability company, P.O. Box 1600 Polson, Montana 59860 (“Stone Ridge Development”), (hereinafter the “Declaration”) and provides as follows:

RECITALS

1. Stone Ridge Development is the majority owner and primary entity undertaking the subdivision of certain real property (legal description attached), comprising two subdivisions, located in Lake County, Montana, namely Vergeront Ranch Phase 2 and Stone Ridge Estates Phase 1.
2. Stone Ridge Development is the owner of certain real property which is contiguous to the two subdivisions referenced above (“Additional Property”).
3. It is the intent of Stone Ridge Development to subdivide a portion of the Additional Property into one or more residential subdivisions and to include these future residential subdivisions within the jurisdiction of this Declaration. It is further the intent of Stone Ridge Development to subdivide a portion of the Additional Property into one or more commercial and/or industrial subdivisions. These commercial and/or industrial subdivisions will not be included within the jurisdiction of this Declaration and instead will have separate covenants that will govern these properties.
4. Stone Ridge Development is the owner of the above described Real Property and is hereinafter referred to as the “Declarant”.
5. By this Declaration, Stone Ridge Development desires to establish covenants, conditions and restrictions upon the Real Property described above, including the future residential subdivisions to be included within the jurisdiction of this Declaration, with respect to the proper use, occupancy, improvement and enjoyment, all for the use and benefit of the above described Real Property, its current and future owners.





6. NOW THEREFORE, Stone Ridge Development hereby declares that all the Real Property described above in this Declaration shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property as a desirable residential development. These restrictions, covenants, conditions and easements shall run with the Real Property and shall be binding upon all parties having or acquiring any right, title or interest in the described Real Property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the Owner thereof.

ARTICLE I: DEFINITIONS

Section 1. Association.

“Association” shall mean and refer to Stonehorse Homeowners Association, LLC, a Montana limited liability company, as the same may exist from time to time of record with the office of the Secretary of State, Helena, Montana, and its successors or assigns.

Section 2. Common Area.

“Common Area” shall mean those areas labeled as Common Area shown on the plats for Stone Ridge Ranch Phase 1, and Vergeront Ranch Subdivision Phase 2, and the future plats for the subdivisions within the Additional Property or on any other property coming within the jurisdiction of this Declaration. Title of said Common Area is to be held by the Association.

Section 3. Declarant.

“Declarant” shall mean and refer to Stone Ridge Development, LLC, a Montana limited liability company, its successors and assigns if such successors or assigns should expressly acquire it rights as Declarant.

Section 4. Home Site.

“Home Site” shall mean any parcel of land shown upon the recorded plat map of the Real Property subject to this Declaration with the exception of the Common Area and streets and all roads dedicated or private. Notwithstanding the foregoing, Declarant may designate one or more areas, other than Home Sites, for construction of municipal facilities for use by the fire department, police department and other such governmental agencies and such areas will not be considered a Home Site.

Section 5. Meadow Home.

“Meadow Home” shall mean a single family residence that is clustered on minimal setback clearance lots as approved by the governing authorities.





Section 6. Member.

“Member” shall mean and refer to every person or entity who is a Member of the Association as described in Article III.

Section 7. Owner.

“Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of any Home Site which is a part of the Real Property or of any Residential Unit located on a Home Site which is part of the Real Property, including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. Real Property.

“Real Property” shall mean and refer to that certain Real Property described as Vergeront Ranch Subdivision Phase 2 and Stone Ridge Ranch Phase 1 and such other Real Property as is now or may hereafter be brought within the jurisdiction of this Declaration and the Association including all Common Areas relating thereto.

Section 9. Residential Dwelling.

“Residential Dwelling” shall mean any residential dwelling unit whether a detached single family home (including Meadow Homes) or an attached multi family home (including Town Homes, condominiums, duplexes and triplexes) located on a Home Site.

Section 10. Town Home.

“Town Home” shall mean a single-family dwelling unit located on a Home Site constructed so as to be attached by a common wall to one or more other dwelling units but separated by a property line.

ARTICLE II: REPLACEMENT OF PRIOR COVENANTS

Section 1. Substitution of Prior Covenants. Not Applicable.

ARTICLE III: MEMBERSHIP & VOTING RIGHTS

Section 1. Membership.

Every person or entity who is a record Owner of any Home Site or of any Residential Dwelling, including buyers under a contract for deed, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Acceptance of title to any Home Site or Residential Dwelling, whether by deed or other form of conveyance, shall be deemed consent to





membership in the Association. Membership shall be appurtenant to and may not be separated from Ownership of the Home Site or Residential Dwelling. Ownership of such Home Site or Residential Dwelling shall be the sole qualification for membership, except all members of the Declarant shall be considered as Home Site Owners for purposes of Association membership and shall, therefore, be Members of the Association so long as the Declarant owns one or more Home Sites. The Association if it acquires an interest in a Home Site, which would otherwise qualify it for membership, shall not be considered a member either for voting or assessment purposes.

Section 2. Voting Rights.

As to this Declaration, the Members shall be entitled to one vote for each Home Site or Residential Dwelling in which they hold an ownership interest, except for so long as the Declarant is the Owner of four or more Home Sites it shall be entitled to ten votes for each Home Site it owns. When more than one person or entity owns an interest in any Home Site or Residential Dwelling, the vote for such Home Site or Residential Dwelling shall be exercised as such persons or entities determine, but in no event may more than one vote per Home Site or Residential Dwelling be cast, except as previously stated.

ARTICLE IV: HOMEOWNERS ASSOCIATION

The Declarant has created a Montana limited liability company to act as the Homeowners Association in conjunction with the administration of this Declaration. The Association shall administer the terms and provisions of this Declaration and take such action as may be reasonable or necessary to carry out the functions of a Homeowners Association.

ARTICLE V: PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment.

Every Member shall have a right and easement of enjoyment in and to the Common Areas shown on the subdivision plat of record associated with this Declaration and such easement shall be appurtenant to and shall pass with the title to every Home Site and Residential Dwelling, subject to the following provisions:

- a. The right of the Association to provide reasonable restrictions on use of the Common Areas for the overall benefit of its members;
- b. The right of the Association to charge reasonable fees for maintenance and snow removal and other fees for the use of the Common Areas. The Common Areas shall not be maintained nor any alteration made to the Common Areas by any Member of the Association;
- c. The right of the Association, in accordance with its Articles and By-Laws,





to borrow money for the purpose of improving the Real Property, and the rights of such mortgages in said Real Property shall be subordinate to the rights of the Members hereunder;

- d. To the extent permitted or authorized by the public governing body, the right of the Association or Declarant to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon under the By-Laws of the Association;
- e. The right of the Association or Declarant to grant easements under any Common Area to any public agency, authority, or utility without charge;
- f. The right of the Association and Declarant to run utility service lines or connections including a water or sewer system that serves any portion of the Real Property under or through any Common Areas; and
- g. Certain Home Sites are subject to drainage swale easements as depicted on the plats. No Home Site shall be developed or landscaped in such a manner as to interfere with the purpose of the drainage swale easement.

Section 2. Assignment of Use.

Any Member may assign, in accordance with this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, or others who reside on the property under his or her ownership.

Section 3. Encroachment Easement.

If any part of a Residential Dwelling located upon a Home Site and configured as a Town Home shall at this time or a subsequent time unintentionally encroach (whether due to construction, settling, shifting or otherwise) upon another Home Site, the Owner of the encroaching dwelling shall and does have a perpetual easement for such encroachment and for maintenance of the same.

Section 4. Maintenance Easement.

The Owner of each Town Home has an easement over that portion of the adjacent Home Site on which the connecting Town Home is located, to make repairs to the Owner's Town Home. For purposes of general building maintenance, landscaping and lawn care, the Association, its agents, subcontractors and employees may utilize the easement herein provided for.

Section 5. Common Walls.

The Residential Dwellings located on some Home Sites are designed in a Town Home configuration so that two or more Residential Dwellings will share a common wall and design. The Owner of each Residential Dwelling shall own, in fee simple, that portion of the common wall lying within the boundaries of his Residential Dwelling. Each Owner having a common wall is granted a mutual reciprocal easement for replacement of said common wall. No Owner shall commit or omit any act, the result of which is infringement of the adjoining Owner's rights in the common wall, absent written agreement between such Owners.





ARTICLE VI: SERVICES PROVIDED BY ASSOCIATION

Section 1. Common Areas.

The Association shall mow, water, or otherwise maintain the Common Areas (as identified on any plat of the subdivisions included in the jurisdiction of this declaration and as subsequently identified or amended in recorded plats of the subdivisions included in the jurisdiction of this Declaration) as is reasonably necessary. The Association shall be responsible for the maintenance of the private roads until such time as the private roads are designated and constructed to the then existing public road standards and are accepted by a public governing body as dedicated public streets. There are no current plans for the streets to be dedicated to a public governing body.

Section 2. Drainfields.

The Association shall maintain all multi-user septic systems and drainfields located within the Common Areas (as identified on any plat of the subdivisions included in the jurisdiction of this Declaration) for the benefit of the specific Home Sites for which each wastewater treatment system supplies. Notwithstanding the foregoing, each Owner of a Home Site or Residential Dwelling shall be responsible for the maintenance of the septic system (including the septic tank) located on the Home Site (See Article IX Section 17).

Section 3. Lawn Maintenance.

Upon the completion of any Meadow Home or Town Home, the Association shall mow, water, or otherwise maintain the landscape areas (excepting flower boxes and deck planters) around the Meadow Homes and Town Homes.

Section 4. Exterior Building Maintenance.

Upon completion of any Town Home units, all exterior maintenance such as painting, repair of walls and roofs shall be done exclusively by the Association.

Section 5. Additional Services.

The Association may provide additional services as it sees fit. The Association may provide such services for all or a portion of the Real Property within its jurisdiction or with which it may contract and levy assessments on such portion of its Members or others as derive benefits from services concerned.

Section 6. Fees.

The Association shall establish a fee schedule for providing these services, which fees shall be considered as assessments, as set forth above. Such schedule may include the assessment of:

- a. Charges for availability of a service even though it is not used by the Owner of a Home Site.
- b. Charges for use based on a flat rate.
- c. Additional charges for excess use.





- d. Such other charges as may be required to maintain the private roads within the Real Property.

ARTICLE VII: RULES AND REGULATIONS

Section 1. Association to Establish Rules.

The Association may promulgate such rules and regulations as it deems necessary and appropriate for the use of the Common Areas and private roads as identified on the plat of the Real Property as identified on any plat of the subdivisions included in the jurisdiction of this Declaration and as subsequently identified or amended in recorded plats of the subdivisions included in the jurisdiction of this Declaration. Rules and regulations promulgated by the Association shall only be effective upon the Association's receipt of the affirmative vote of 60% of the Owners. (See Article III: Membership and Voting Rights).

Section 2. Rules for Maintenance and Repairs.

The Association may also promulgate reasonable rules and regulations for the maintenance, repair, or improvement of the Real Property as identified on any plat of the subdivisions included in the jurisdiction of this Declaration and as subsequently identified or amended in recorded plats of the subdivisions included in the jurisdiction of this Declaration. Such rules must be uniformly and evenly applied, but may differ between Town Homes, Meadow Homes or single-family residential homes and other residential dwellings added in the future.

ARTICLE VIII: ASSESSMENTS

Section 1. Assessments.

The general assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association including but not limited to expenditures for construction, reconstruction, repair or replacement of any capital improvement; maintenance, repair and upkeep of any wastewater treatment systems including any multi-user septic systems and drainfields; drainage facilities; maintenance, upkeep, real property taxes, hazard and liability insurance, and related expenses in regard to any Common Area, administrative costs of the Association incurred in its day to day activities and any costs or expenses, including attorneys fees, incurred in enforcing the conditions, restrictions or charges set forth in this Declaration.

Section 2. Rate of Assessments.

Assessments for services may be based on either a flat rate or on usage. As to charges for private drives (associated with Town Homes or Meadow Homes), exterior maintenance, lawn care, wastewater treatment systems (including multi-user septic systems and drainfields) or similar charges, the Association shall assess those service costs to the Owners who benefit directly from the services. The cost of maintenance, snow removal and the other service costs associated with private drives shall be prorated between the Owners along the private drives and not be assessed against those Owners not living along the drive. The same concept of user benefit assessment shall be applied to exterior maintenance of Town Homes or Meadow Homes, lawn care and similar services. All other assessments, including those for capital improvements on systems utilized to provide services, shall be fixed at a uniform rate per Home Site. Undeveloped Home





Sites owned by Declarant shall be subject to assessment at one-fourth (that is, 25%) of the amount of assessments fixed for other Home Sites.

Section 3. Special Assessments.

Upon determination by the Board of Directors of the Association, assessments may be levied for special or particular purposes. Such assessments may include related administration costs and such other costs or charges as are reasonably required. The assessments shall be fixed, established and collected in the amount and manner as the Association might determine but, in any event, they shall be separately treated from other assessments provided for by this Article. Funds utilized for special assessments shall be accounted for separately.

Section 4. Commencement of Assessments.

The Association is authorized to commence initial assessments as herein authorized at such time as it determines appropriate. Written notice of assessments shall be sent to every Owner. The due dates shall be established by the Association. If Assessments are not paid by such due date then interest shall begin to accrue at a rate as determined by the Association.

Section 5. Certificate of Payment.

The Secretary of the Association shall upon demand furnish a written statement signed by an officer of the Association setting forth the status of any assessments relative to a specific Owner. The statement shall, as applicable, identify any delinquent assessments, the amount owed, and the amount of any current or accruing assessments or indicate that all assessments are current and paid. A reasonable charge may be made by the Association for the issuance of the statement. Such statement shall be conclusive evidence of payment of any assessment therein stated to have been paid. In addition, the Secretary of the Association shall maintain a roster of the individual Home Sites and the assessments due thereon.

Section 6. Nonpayment of Assessments.

Any assessments or installment payments on assessments which are not paid when due shall be delinquent. The Association may bring an action at law to collect the amount of the delinquent assessment together with all interest, costs, and reasonable attorney's fees incurred in such action, or may take action to perfect and foreclose the lien for assessments.

Section 7. Obligation of Payment.

All Home Sites and Residential Dwellings are subject to the assessments set forth in this Declaration. Each Owner hereby covenants and agrees to pay to the Association the amount of all assessments; as such assessments are fixed, established and billed. The Association shall bill the Owner for the amount of any assessment and that Owner shall be responsible for any accruing assessments until and unless such Owner has provided to the Association's secretary a true and correct copy of a recorded deed or other document of conveyance transferring title of a Home Site or Residential Dwelling to another Owner.

Section 8. Creation of Liens.

All assessments both current and delinquent, together with interest and cost of collection as herein provided for, shall be a charge upon the land and shall constitute a lien upon the Home Site against which assessments are made. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Lake County an account of the assessments due together with a correct description of the Real Property to be charged with such lien and shall continue





until all unpaid assessments, interest and costs of collection shall have been fully paid. The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests. Conveyance of title to any Home Site shall not be effective to avoid the obligation for payment of any sums then due and owing whether or not reduced to the status of a lien. The Association may establish such procedures for collection of obligations and perfecting of liens for payment of assessments as it deems necessary and appropriate.

Section 9. Property Subject to Assessment.

All Home Sites shall be subject to assessments by the Association as herein provided except those Home Sites acquired by the Association.

ARTICLE IX: PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of the Real Property. They shall constitute a covenant running with the Homesite land for each within the Real Property.

Section 1. Stonehorse Design Review Committee.

The Association shall maintain a Design Review Committee – Stonehorse Design Review Committee (SDRC) to serve the functions as described in this Article and shall establish criteria specifically for the Real Property subject to the jurisdiction of this Declaration. Separate criteria may be established from phase to phase to govern the construction of Meadow Homes, Town Homes, single family homes and other residential dwellings. Members of the SDRC shall be appointed and serve as set forth in the Bylaws of the Association.

The criteria by which the SDRC will review any proposed plans for the construction of improvements or exterior modifications on any Home Site shall be made available to the purchaser of any Home Site. It is the obligation of the Owner of any Home Site to obtain current versions of the criteria prior to preparation of plans or specifications for construction of improvements or exterior modifications and prior to submission of materials for review by the SDRC. The SDRC will evaluate proposed plans for construction of improvements or exterior modifications based upon the most recent criteria for review as may be in effect as of the time the plans are submitted for review and is not obligated to use the criteria in effect at the time the Home Site was purchased. While the review criteria must be reasonably designed to enhance and protect the nature of the Real Property in the area, purchasers of Home Sites need to be aware that the SDRC may from time to time adopt more stringent criteria than what existed at the time a Home Site was purchased.

The SDRC may require payment of fees, application, review of proposed plans, and review of complaints or protests alleging violation of this Declaration as to matters within the jurisdiction of the SDRC. The fees as set by the SDRC shall be in an amount sufficient to reasonably compensate the SDRC for its administrative costs and expenses likely to be incurred in connection with its activities. The SDRC may require payment of the fee in advance as a condition of making its review or determination. Unless waived by the SDRC, failure to pay any fee required for SDRC review or action shall be interpreted as the matter was not present for review and no action of the SDRC is required.





Section 2. Stonehorse Design Review Committee Approval.

Approval or disapproval by the SDRC shall be in writing.

Section 3. Land Use and Building Type.

No parcel of land shall be further subdivided by Owner or be used except for residential purposes. No business, trade, or manufacture shall be conducted thereon. No building shall be erected, altered, placed, or permitted to remain on any parcel of land other than one attached or detached single-family dwelling not to exceed the specific setback and height restrictions established by the SDRC and the local zoning authority, and a private garage for no less than two (2) cars and accessory buildings, as permitted herein. No structure such as the residential dwelling, accessory buildings, fences, kennels, garages, antennas, signs, mailboxes and newspaper holders or any other structure may be located upon any parcel of land unless the plans and specifications for such structures have been reviewed and approved by the SDRC. The SDRC shall also have jurisdiction to determine and approve landscaping plans, including irrigation plans, tree and shrub sizes, proposed grades of lawn, seeding and planting, and all other and similar items relating to the development and improvement of any parcel of land. All structures shall be constructed of new materials. However, suitable used materials such as used brick or beams may be utilized provided that advance approval has been obtained from the SDRC as herein provided. No old structures, whether intended for use in whole or in part as the main dwelling house or as a garage or other structure shall be moved upon any parcel of land. No mobile homes, either double or single wide, or other pre-manufactured homes constructed primarily away from the Home Site on which they would be situated shall be permitted. Provided, Declarant shall not be restricted by this section or this Declaration from manufacturing or assembling components of structures on a parcel of land other than the Home Site on which the building is to be located. The SDRC is authorized in its discretion to approve exceptions to this section so that structures intended to serve the residents of the adjoining dwelling house may be constructed. No such additional structure shall be utilized as an additional dwelling house or for purposes other than to serve the residents of the dwelling house.

(b) Remodeling or Alteration.

No remodeling or other alteration of any existing structure which alteration or remodeling or the results thereof will be visible from the exterior of the structure shall be undertaken, commenced or completed without the plans for such remodeling or alteration having first been approved by the SDRC.

Section 4. Commercial Usage Prohibited.

No store, office, business, manufacture, commercial enterprise, hospital, sanitarium, rest home, daycare, theater, or saloon of any kind, or anything of the nature thereof, shall be carried on or conducted on any Home Site. Town Homes are allowed subject to all applicable zoning and other applicable restrictions imposed by the public governing body. Notwithstanding the foregoing, the Declarant or its designee shall be permitted to maintain a sales office in either a model home or a specially constructed building, to be utilized to promote the development of and facilitate resale of Home Sites and Residential Dwellings in the Stonehorse community. In addition, the property within the greater Stonehorse Master Plan that is zoned for commercial and industrial uses shall be excluded from this prohibition.





Section 5. Setback Requirements.

No structure shall be placed within the described setback area on any Home Sites. The minimum setback requirements are subject to all applicable zoning and other applicable restrictions imposed by the public governing body. Any waiver or alteration of a setback requirement as to any Home Site shall not be deemed to have waived the setback requirement set forth herein, nor shall it set a precedent that in any way obligates the SDRC to make subsequent waivers or make adjustments to setback requirements for other Home Sites. The SDRC will verify (and require modification, if need be) that the building envelop (including height, width, shape and size of a proposed home) on a Home Site will not unduly interfere with the view corridors of other adjacent and surrounding Home Sites. Given the housing density of the Stonehorse development, the SDRC recognizes that there will be diminished view corridors as homes are added but will work to minimize their impact. The setback requirements for various subdivisions within Stonehorse may differ from one another. The minimum required setback imposed by the public governing body for structures (foundation walls or decks) for the single family Home Sites is as follows:

- (1) 30 feet from any public or subdivision road right-of-way (excluding driveways).
- (2) 15 feet from property lines, except for lots with an average width less than 150 feet where the setback shall be 10% of the lot width, provided that no structure shall be located closer than 10 feet to a property line.
- (3) Accessory structures shall meet all setback requirements.

As noted above, the SDRC may impose even stricter guidelines than these minimums for single family home so to enhance and protect the quality of the Stonehorse development.

Section 6. Exterior Maintenance.

(a) Single Family Residences. The Owner of each Home Site upon which a single family residential structure may be or is located shall provide exterior maintenance upon such Home Site and structures, if any, to include painting and repairing the structures; maintaining the lawn and grounds to preclude weeds (especially the spread of noxious weeds which must be controlled and not allowed to set viable seed), underbrush, and other unsightly growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds. In providing such exterior maintenance, the Owner shall maintain the exterior color, design and appearance, including landscaping, as originally approved by the SDRC. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty (30) day period, the Association may then enter such Home Site and provide required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty (30) days after the Owner is billed therefore and shall become a special assessment upon that Home Site. The Association may exercise all rights to collect that assessment. Such entry on the Home Site by the Association shall not be deemed a trespass. Owner may contract with the Association for Home Site maintenance if they so desire and if such services are being offered by the Association.





(b) Town Home Sites.

All maintenance of the exterior of the Town Home structure and the Home Site upon which it is located shall be performed by the Association, its employees, agents and authorized Independent Contractors. The Owner may, at their election, maintain flower boxes or deck planters as they deem appropriate or desirable.

(c) Meadow Homes.

The Owner of each Home Site upon which a Meadow Home may be or is located shall provide exterior maintenance upon such Home Site and structures, if any, to include painting and repairing the structures; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds. In providing such exterior maintenance, the Owner shall maintain the exterior color, design and appearance, including landscaping, as originally approved by the SDRC. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty (30) day period, the Association may then enter such Home Site and provide required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty (30) days after the Owner is billed therefore and shall become a special assessment upon that Home Site. The Association may exercise all rights to collect that assessment. Such entry on the Home Site by the Association shall not be deemed a trespass. Owner may contract with the Association for Home Site maintenance if they so desire and if such services are being offered by the Association. Notwithstanding the foregoing, the Association shall mow, water, or otherwise maintain the landscape areas around the Meadow Homes.

Section 7. Utilities and Propane Service.

All utility lines and propane tanks shall be underground. The Owner of each Home Site or Residential Dwelling shall pay for all utilities and utility connection costs, including but not limited to those for television cable, power, telephone, and water as well as all costs associated with providing for propane or other gas service.

Section 8. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or added by the recording of specific easements on a Home Site. In the case of Home Sites that are a part of a community drainfield an easement is reserved for access to the septic system located on the Home Site for the purpose of providing for the maintenance of the septic system by the Association if such maintenance is not adequately performed by the Home Site Owner. No permanent building of any kind shall be erected, placed, or permitted to remain on such easements.

Section 9. Boundary Control Monuments.

The Declarant has caused survey monuments to be placed on the corners of each parcel of land. It shall be the responsibility of the Owner of each Home Site to provide for immediate professional replacement of any survey monuments that are removed or become lost or obliterated from his or her parcel of land.





Section 10. Garbage.

No Home Site shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on at least a weekly basis by a local garbage collection firm. This provision does not prohibit temporary storage of gravel, topsoil or building materials on Home Sites if such items are to be used in further construction. No such receptacles shall be placed nearer than twelve and one-half (12 ½) feet from the front property line of any Home Site unless the same is constructed so as to be located underground which does not create any unsightly area or interfere with the surrounding residential development. On garbage collection days, garbage cans may be placed in a location convenient for collection. All garbage shall be stored in containers of metal, plastic, or other suitable material which have sufficiently tight-fitting covers to prevent the escape of noxious odors and to prevent entrance by pets. Garbage cans shall be stored indoors. Compost piles are prohibited.

Section 11. Burning of Trash.

There shall be no burning of leaves or trash.

Section 12. Animals and Pets.

No animals or fowl, domestic or wild, except for two (2) dogs or two (2) cats or one (1) dog and one (1) cat shall be permitted on any Home Site. Other small domestic animals may be kept subject to approval by the Association. These animals will be kept within the Home Site of their Owner unless leashed and under the immediate control of their Owner. Such animals shall not be permitted to become a nuisance or annoyance to the neighborhood. All animals kept on any Home Site shall be properly fed, watered, and sheltered from the elements in such a manner as shall be consistent with their good health. Pet food should be fed indoors or within approved kennel areas only. This will reduce conflicts with wild animals. Each Owner or person responsible shall treat and care for such animals in a humane and merciful fashion so that other persons in the area shall not be required to tolerate or condone inhumane treatment of the animals. All animals kept on a Home Site must be kept within an approved fenced enclosure, approved kennel or within the dwelling house, except when accompanied by their Owner, as provided above. No kennels are permitted, other than kennels approved by the SRDRC as to construction, materials and location. All animals shall be kept in a humane manner but not chained. Animal manure shall be removed from the Home Site, immediately following deposit, so as not to become obnoxious, offensive, or a nuisance to surrounding residents. All carcasses of dead animals shall be removed immediately. No commercial sales of any animals shall be permitted. Violations of these requirements regarding animals shall be considered a complete breach of these protective and restrictive covenants, giving rise to such remedies as are allowed by law for the breach of any other covenants contained herein.

Section 13. Vehicles.

There shall be no repairing of vehicles in the street. Each Home Site shall contain a sufficient area for two off-street parking spaces, excluding the garage. There shall be no parking of vehicles on the street fronting any Home Site. Guest parking is permitted only on driveways. No motor homes, any and all trailers (including jet-skis, snowmobiles, boats and/or their respective trailers), tractors, trucks exceeding one ton capacity, pickups carrying campers, campers, lawnmowers or unsightly vehicles shall be parked or allowed to remain on any of the Home Sites or the adjoining streets. However, an exception is allowed if they are stored in a garage or accessory building. Vehicle parking restrictions provided by this Declaration will be strictly





enforced, including but not limited to towing of vehicles in violation. Snowmobiles, trail bikes, chainsaws and other noisy vehicles and equipment may not be used on any of the Real Property within the subdivisions without permission of the Association. This provision is not intended to preclude the entry of construction, maintenance, delivery, moving, or other such service vehicles while they are being utilized in connection with services for the Real Property.

Section 14. Signs.

No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Home Site with the following exceptions:

- a. One sign up to 10 square feet in size identifying the contractor of a building under construction;
- b. One sign up to 10 square feet in size identifying the architect of a building under construction;
- c. Signs erected within the subdivisions by the Declarant promoting the development of the Real Property and subdivisions;
- d. A SDRC pre-approved sign not to exceed 2 square feet in surface area identifying the Owner or occupant of the residential structure located on a Home Site so long as the sign is permanently affixed to the structure; and
- e. Such other signs as may be permitted or approved by the SDRC.

Section 15. Damaged Property.

Any dwelling damaged by fire or other casualty must be removed from the premises and repairs commenced within one hundred twenty (120) days unless an extension of time for such removal and repair is granted by the SDRC. Any damaged dwelling not so removed and repaired may be removed at the Owner's expense and the SDRC may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection herewith. Any cost incurred by the Association under this section shall become a special assessment upon the Home Site of the Owner. The Association may exercise all rights to collect that assessment.

Section 16. Access and Roadways.

Except for Declarant, no Owner shall use part of any Home Site to provide pedestrian or roadway access from any adjacent land not part of the Real Property. No roadway shall be used or constructed on any Home Site for any purpose except one driveway for access to the dwelling facilities. The Association shall enforce this provision and shall impose and levy fines against any Owner for the violation of this restriction. The Association may, either together with or as a separate action, suspend the Owner's privileges to utilize the Common Areas or any other service or facility of the subdivision as an additional penalty.

Section 17. Sanitary Restrictions and Maintenance.

The Owners of every Home Site and Residential Dwelling shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. In addition, each Owner of a Home Site or Residential Dwelling, whose property is part of a





community drainfield, shall provide for the proper maintenance of his or her septic system (including the septic tank) located on the Home Site. Failure to provide adequate maintenance may result in such maintenance being provided by the Association at the expense of the Owner.

Section 18. Accessory Buildings.

As to the Home Sites upon which Town Homes are constructed, no accessory or outbuildings shall be erected, placed or maintained thereon. For non-Town Home sites, the only accessory building or outbuilding permitted is one free standing or detached facility, the materials, size, color, appearance and location of which shall be first approved by the SDRC.

Section 19. Imperiling of Insurance.

Nothing shall be done within a Town Home or the Home Site on which it is located which would result in an increase in the premiums for insurance maintained for a Home Site or which might cause cancellation of such insurance for the Owner of the other Town Homes or Home Sites.

Section 20. Construction Liens.

No labor performed or materials furnished with the consent or at the request of an Owner, his agent, contractor or subcontractor shall create any right to file a construction lien against the real property of the Association or any other Owner, who does not request or consent to the same. Each contracting or consenting Owner shall indemnify, defend and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lien holder for labor performed or materials furnished at the request of the contracting or consenting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto including attorney's fees and expenses. Said expenses may be added to such Owner's regular assessments.

Section 21. Alteration.

The dwellings located on some Home Sites were designed in such a way so that two or more dwellings will share a common wall and design. To enhance this design and to protect the structural integrity of the units, no Owner of such a home or the Association shall make any change, modification, alteration or addition to the design, structure or color scheme of the dwelling's exterior without first obtaining the prior written consent of the SDRC pursuant to this Article.

Section 22. Insurance.

As to any Home Sites upon which Town Homes are located, each Owner of such Home Sites shall provide to the Association proof of fire and all risk hazard insurance covering the dwelling located upon his or her Home Site or Residential Dwelling for not less than the full insurable replacement value thereof. Such insurance shall be maintained with an insurance company or companies of the Owner's choice, but having no less than an A+ Rating by A.M. Best Company. Further, such insurance shall provide that any loss thereunder shall be payable to the Association, the duty of which is to assure that the dwelling is replaced as contemplated by this Article. This shall not impair the ability of an Owner to identify other persons or entities as additional co-loss payees, including, without limitation, lending institutions obtaining a lien interest in an Owner's Home Site or Residential Dwelling. In the event a distribution of





insurance proceeds exceeds that needed to repair or replace the damaged dwelling as required by this Declaration, the Association shall have no further claim to such proceeds.

Section 23. Duty to Inspect Premises and to Notify of Defects.

Each Owner of a Town Home shall have the duty to make reasonable inspections of his or her dwelling from time to time to determine if the same contain any obvious defects which result from structural or drainage problems occurring on the adjacent Residential Dwelling to which the unit is connected. In the event of discovery of such a defect the Owner shall have the duty to give immediate written notice of the defect or condition to the adjoining Owner(s) and to the Association.

Section 24. Duty to Repair Defects.

In the event a defect, as described in Section 23 above, or any other damage or defect may affect the Residential Dwelling located on the Home Site of any other Owner, the Owner whose Residential Dwelling or Home Site has the defect shall repair the same in a workmanlike fashion within a reasonable time following its discovery. Upon the failure of such Owner to so repair defects that are such Owner's responsibility, the Association shall have the duty to enter into and upon the Owner's Residential Dwelling or Home Site, including the dwelling, and effect such repair, the cost of which shall be paid by such Owner by assessment or otherwise.

Section 25. Rentals.

No residence, or any portion thereof may be rented for less than a thirty day minimum period. This restriction is intended to prohibit overnight, daily and weekly rentals.

Section 26. Firearms.

The discharge of firearms shall not be permitted within the subdivision except in an emergency situation for the preservation of life or property.

Section 27. Zoning, Permitting & Codes.

All structures and improvements shall be located, constructed and completed in accordance with restrictions, laws and regulations enacted or approved by Lake County and the State of Montana which apply to these subdivisions. Prior to commencement of construction, the Home Site or Residential Dwelling Owner will secure any and all government required permits including, but not limited to, Zoning Conformance and Wastewater Treatment Installation Permits from the Lake County Environmental Health and Planning Departments and Electrical and Plumbing permits from the State of Montana. All Home Site Owners shall confirm with the Lake County Environmental Health Department or the Association as to the maximum number of bedrooms that are allowed for his or her specific Home Site.

Section 28. Mining and Wells.

No mining, quarrying, excavation (except in connection with the construction of dwelling unit(s) as required), oil or water well drilling of any kind shall be allowed on any Home Site.





Section 29. Ingress and Egress.

Declarant retains rights of ingress and egress to, upon, and from the Home Sites for purposes of locating, installing, erecting, constructing, maintaining, expanding, or using waterlines, drains, sewer lines, septic tanks, electric lines, telephone lines and other utilities.

Section 30. Agricultural.

In consideration of existing adjacent agricultural usage and farmsteads, all Owners acknowledge and covenant that said existing usage may be continued and maintained in perpetuity in a reasonable manner following good husbandry practices, subject only to lawfully adopted rules, regulations and ordinances or county and state governments.

ARTICLE X: COMMUNITY CENTER

Section 1. Community Center.

A Home Site or other suitable location to be designated by the Declarant is excluded and exempt from the provisions and requirements of Article IX, Sections 1 thru 6, 13, 14, and 21 thru 25 of this Declaration ("Community Center Site"). The purpose, use, rights and responsibilities pertaining to the Community Center Site, is as set forth below in this section.

a. Construction Obligation.

The Declarant has no obligation to construct a Community Center as hereinafter described. In the event the Declarant declines to construct the Community Center, the Association, at its discretion, may do so consistent with the provisions contained in this article.

b. Purpose.

The Community Center Site shall be owned by the Association, including any building constructed thereon. The Declarant or its designee may use a portion of the Community Center building as a sales office so long as Declarant desires. Neither the Community Center Site, nor the improvements located thereon shall be considered common elements of the subdivision.

c. Use.

The use of the Community Center Site, and its improvements are restricted by the terms and provisions of this Section. Any portion of the Community Center used by the Declarant for its sales office shall be under the control and direction of the Declarant. The remainder of the Community Center Site and facilities constructed thereon shall be controlled and administered by the Association for the use and benefit of the Owners who are entitled to use the facilities, per the terms of this Section. The Declarant shall be responsible to the Association for the payment of construction costs, maintenance assessments and similar fees or charges for the portion of the building and or facility that it occupies as a sales facility. The Association shall establish such rules and regulations for the use of the facilities as it deems necessary and appropriate.

d. Entitlements.

Subject to the rules and regulations as may from time to time be established by the Association, the Owners, (including their guests and invitees) of Home Sites and Residential Dwellings included within the Real Property shall be entitled to use the Community Center constructed on the Community Center Site.





e. Assessments.

The Association shall determine the assessments to be charged to the Owners of each Home Site and property entitled to the use of the Community Center and the Community Center Site as per the preceding subsection. The Association shall administer the assessments in the same or similar manner as is provided for in Article VIII: Assessments, of this Declaration. The assessments shall consist of the costs of construction and maintenance of the facilities on the Community Center Site. The costs of construction may include loan payments, or direct reimbursement to the Declarant or parties responsible for construction of the facilities. Maintenance costs shall include, but are not limited to, insurance premiums, operational/administrative expenses. As an exception to the provisions of Section 2, Rate of Assessments, set forth in Article VIII of this Declaration, the assessments levied by the Association pursuant to this Section, shall not be prorated or discounted. Declarant shall be responsible for paying 100% of all assessments under this section applicable to any Home Sites owned by Declarant, limited to the term of its ownership. The Association may restrict access to the Community Center Site and the Community Center for those Owners, who are not current in paying the assessments provided herein.

f. Voting by Association.

Only those members of the Association who are Owners of Home Sites and properties entitled to use the Community Center and the Community Center Site per this Section (whether by specific reference or by subsequent declaration) shall be entitled to vote as an Association member, director or officer on any issue affecting the Community Center Site and or the facilities thereon.

g. Community Center Hours.

The operating hours for the Community Center located on the Community Center Site shall be restricted to those hours between 6:00 am to 11:00 pm or as set by the Association.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Duration.

The covenants, conditions, charges and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any Home Site or Residential Dwelling subject to this Declaration, their respective legal representatives, heirs, successors, or assigns in perpetuity.

Section 2. Enforcement.

Any Owner, the Declarant or the Association shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Each Owner may submit to the Association any complaint regarding alleged violation of this Declaration by any other Owner. Upon receipt of such complaint, the Association shall conduct a reasonable investigation of the alleged violation. If the Association, in its sole discretion, deems that the complaint has merit it may elect to seek enforcement of this Declaration pursuant to this section. In any event the decision of the Association as to the merit of the complaint or its decision to pursue or not pursue enforcement of this Declaration, shall not limit or restrict in any way any individual Owner's pursuit of enforcement of this Declaration. The method of enforcement may include





legal action seeking an injunction or prohibit any violation, to recover damages, or both. Failure by any Owner, or by the Declarant, to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Should any law suit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.

Section 3. Severability.

Invalidation of any of the terms, covenants, conditions or restrictions as established by this Declaration or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment.

The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration it alone deems appropriate. This right of the Declarant to make such amendments shall continue for so long as Declarant is a Member in the Association. After that time the right to amend shall pass to the Association to be exercised only upon a concurrence of seventy-five (75) percent of the Association Members (See Article III: Membership and Voting Rights). In no event may those provisions of this Declaration required by a preliminary plat approval letter from the Lake County Planning Department be amended or deleted except with the express written consent of the Lake County Planning Department, its successors or assigns.

Section 5. Liability of Declarant.

The Declarant shall have no liability for any of its actions or failures to act, or for any action or failure to act of any Owner, its family, guests or visitors of any Home Site.





STONEHORSE
FLATHEAD LAKE

PART II

DESIGN
GUIDELINES





DESIGN GUIDELINES

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PREFACE

These Design Guidelines have been created to ensure that all improvements at the Stonehorse development enhance the natural prairie-like setting overlooking Flathead Lake and the Mission Mountain range. The resulting outcome is to provide a harmonious residential community designed to protect property values.

The Design Guidelines are intended for use by all persons involved in any new buildings or landscapes, as well as any subsequent additions or alterations to any Homesites or property at Stonehorse.

The Design Guidelines are administered and enforced by the Stonehorse Design Review Committee (SDRC) in accordance with procedures set forth in this document and the Covenants, Conditions, Restrictions, and Easements – Formally titled “Declaration of Restrictive Covenants for Stone Ridge Ranch Phase 1 and Vergeront Ranch Subdivision Phase 2” (the "Covenants").

The SDRC's role is to provide assistance to all homeowners and their design professionals and to ensure that the design process is a smooth, efficient, and satisfactory experience. This document may be amended from time to time by the SDRC in its sole discretion. **BEFORE** commencing any plans, the Owner or its representative, is encouraged to meet with a representative of the SDRC to obtain and review a copy of the most recently revised Design Guidelines.

These Design Guidelines are supplemental to the Covenants, recorded with the Office of the Clerk and Recorder of Lake County, Montana.

1.0 DESIGN APPROACH

1.1 Introduction

Stonehorse provides a wide range of lifestyle and housing options on five hundred (500) acres of native Montana landscape, with nearby access to the 28 mile long Flathead Lake and the 73,000 acre Mission Mountain Wilderness Area. An appreciation for and respect of these natural resources, and the valley's strong sense of history, are keys to the successful design of new buildings and landscaping at Stonehorse.

Originally established as the Tower Homestead in 1910 the unique characteristics of Stonehorse are:

- the close proximity to the lake and extensive mountain wilderness
- the panoramic views
- an extensive on-site trail system
- a variety of on-site land conditions

All combine to form a unique opportunity for five distinct Neighborhood areas:

Rustic Ridgeline Home: Low-profile homes at the base of various ridges with natural colored siding and shingles with the timeless look of old Montana.

Craftsman Series Home: Arts & Crafts, Prairie and Bungalow style homes, with traditional colored trim and siding/shingles.

Ranch Home: Traditional Montana ranch style.





Meadow Home: Individual free-standing homes on individual Homesites clustered in an area of appropriate landscaping and open space with common maintenance of the grounds.

Town Home: common wall duplex with traditional Montana design.

It is the intent of Stonehorse to encourage traditional structures of uncommon character built in deference to the land and the surrounding area. These qualities are being shaped by Stonehorse's development plan, the Covenants and these Design Guidelines. These guidelines reflect the desire for a quality homestead, in a place of natural beauty that captivates the Montana lifestyle.

Stonehorse's development plan establishes a layout of roads, a pattern of open spaces, Neighborhood areas, walking and biking trails, design of infrastructure, and the protection of views and land. Many Homesites will share tremendous mountain and lake views, a sense of privacy from both neighboring homes and access to the areas of open space that run throughout the property.

The Design Guidelines (Section 2.0) apply a uniform approach to the overall look and feel of the development with regards to landscaping, outdoor lighting and outdoor living areas. However, there are distinct Neighborhood Areas (Section 3.0) within the development that will require different architectural, material selections, height restrictions and color choices.

2.0 ARCHITECTURAL DESIGN GUIDELINES

2.1 General Design Considerations

It is the intent of Stonehorse to build a distinctive community in harmony with the surrounding rural Montana landscape.

2.2 Building Height

Building height has been restricted throughout Stonehorse to protect and enhance view corridors and to minimize roof mass and bulk. Refer to Section 3.0 for specific criteria for each Neighborhood. Please refer to the Homesite Diagram for any particular homesite for actual height limitation.

2.3 Building Mass and Form

Buildings need to be residential in scale and preferably asymmetrical in form. Exterior volumes should express the nature and organization of interior spaces to provide articulation of walls and roofs.

It is preferred that the second-story portion of buildings not exceed sixty (60) percent of the ground floor square footage. The use of "roof space" as usable living space is encouraged.

Buildings and decks are to follow topographic changes through the use of stepped floor levels.

Homes are not to exceed four bedrooms without the prior approval of the Lake County Planning Department.

2.4 Building Projections

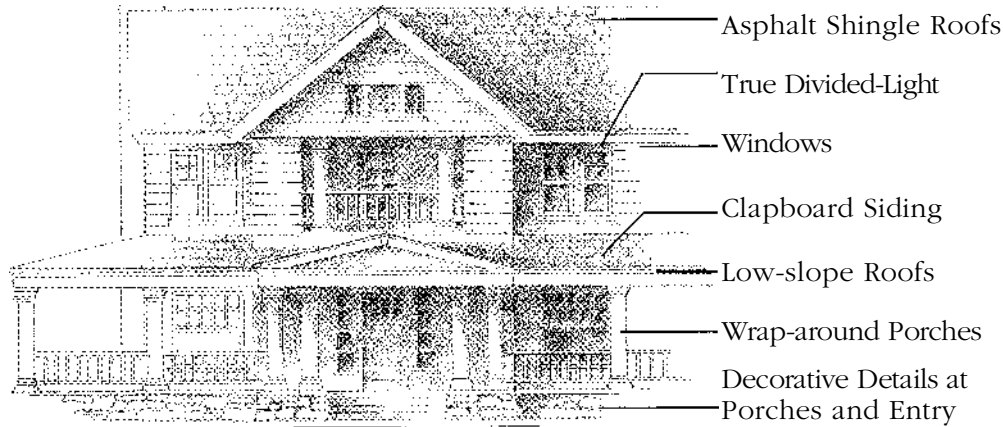
The use of porches, verandas, courtyards, and patios for climate control and/or outdoor living and circulation is encouraged. Such projections must be designed as integral elements of the building using compatible forms and materials. Second-story decks which create unusable or unsightly spaces below will not be permitted.

The use of unenclosed front porches and projecting bay-window forms is encouraged.





All roof projections including flues, vents, and other equipment must penetrate the roof behind the ridge and must be compatible in height and material with the structure from which they project and/or be painted to match the roof color.



TEXTURAL QUALITIES

External natural stone and brick chimneys are encouraged as a major design feature where appropriate.

Free-standing, external, pad-mounted equipment such as required for air conditioning units, pools and spas must be integrated into the building through the use of walled or fenced enclosures. Garbage cans are to be stored in a fully enclosed (with roof) structure integrated into the house. No freestanding flag poles are permitted (except at project entry, sales office, and community center). Flags are to be pole mounted from side of house. No newspaper or mailboxes are allowed.

Outside structures such as sports courts, fencing for gardens, basketball standards and areas, etc. must be properly designed and integrated into the Homesite through the use of natural mounds, landscaping and a screening device consisting of natural rock and building materials found on the home versus a free standing wall or fence.

2.5 Ancillary Structures

All ancillary structures are to be designed as integral parts or extensions of the main building in terms of architecture, materials, and colors, even if they are physically separated.

2.6 Roofs

Roofs potentially have the greatest impact on the overall image of Stonehorse from many public viewpoints, community spaces, and individual Homesites. For that reason, roof design will be one of the most carefully considered elements for Design Review by the SDRC.

Large, unbroken expanses of single-pitch roof will not be approved by the SDRC. Gable and hip roof forms with dormers and limited shed roofs are to be used. Flat and mansard roof forms will not be approved. Internal volumes and groups of uses within the building should be expressed by changes in roof planes.





Roofing materials such as shakes and shingles (wood/composite or asphalt) are encouraged, together with creative mixes of shingles and metals.

A roof pitch of six to twelve (6:12) on main roof areas shall be the typical pitch for all areas. Steeper pitched roofs are discouraged.

Gutters are required where appropriate. All downspouts must be tied to an underground integrated drainage system. Color, materials, and design will be approved by the SDRC.

2.7 Doors and Windows

The front door must be aesthetically integrated to the overall house design and be of an upgraded quality in both appearance and hardware. All other exterior doors including patio must be of similar design of the main entry door or come from the same window manufacturer utilized on the house and be of identical construction, design and characteristic.

No vinyl windows will be permitted. Only metal clad or wood windows permitted. Large expanses of undivided glass will not be approved for building facades which are visible from off-site. Large openings should be divided through either (1) the use of mullions and consist of grilles that are permanently bonded to the interior and exterior surfaces of insulating glass with a non-glare insulating spacer installed between the insulating panes of glass underneath the grilles to enhance the windows true-divided-light appearance or (2) the ganging of smaller window units.

Glass may be coated or tinted to control solar heat gain, but a reflective mirrored appearance will not be approved. All glazing is to be double pane as a minimum for its energy conservation characteristics.

All window treatments visible from the exterior are to be complimentary to the exterior color scheme of the house.

2.8 Outdoor Lighting

Stonehorse will preserve the nighttime sky as much as possible controlling the use and type of outdoor lighting. Outdoor lighting is to be the minimum required for safety, security and illumination of outdoor use areas. All outdoor lighting fixtures need to be approved by the SDRC, and pole mounted lighting will not be allowed.

2.9 Exterior Walls and Finishes

The exterior walls of any building are not to be surfaced with more than three (3) materials. One (1) material should be dominant over the other(s) and they should express logical structural relationships.

All building facades must include a significant degree of texture such as that provided by shingles, clapboards, board-and-batten, natural stone, and rock. The use of stucco will not be approved.

All homes within Stonehorse are required to use natural rock/stone on the exterior areas of the structure.

Manufactured siding and shingles made to look natural will be permitted. Natural siding such as cedar siding or shingles will also be permitted. Home owners should be aware that natural materials will require additional maintenance on an ongoing basis. Vinyl siding will not be approved.

2.10 Exterior Entry posts and Lighting

Entry post and light is required. This light will operate 365 days a year from dusk to dawn tied to a photo cell that is mounted to the house in an easily accessible area for repair and replacement as necessary by the





Homeowner's Association. Form and materials of entry post is to be integrated with design and exterior materials of the house. All entry posts will display the street address.

2.11 Color

Because of the emphasis on natural materials in these Neighborhood areas, finishes which complement and enhance the material's intrinsic qualities are encouraged. Colors should complement and blend with rather than contrast, the surrounding natural environment. Colors should generally be recessive, particularly those used for roofs and walls in the Ridgeline Series. Tasteful and traditional colors may be used on the Craftsman Series and Ranch Homes.

2.12 Texture

Textures are to be incorporated throughout the structure in order to create a variety of light and shadow at all scales. Building forms are to be complex, with setbacks, overhangs, haunches, porches, and varied skylines.

Walls, roofs, and windows are to be made up of clearly-defined smaller elements.

A richness of architectural detailing, including columns, beams, brackets, corbels, shingling, corners, eaves, railings and doors, will provide approvable micro-textural elements. All materials are to appear closer to their natural state rather than manufactured in appearance.

2.13 Resource Conservation

Stonehorse encourages the use of appropriate passive-energy technologies and the utilization of products made from recycled materials. The SDRC will actively support the use of additional resource conservation measures in the design of all new homes in ways that are compatible with the intent of the Design Guidelines.

2.14 Drainage

A professionally designed off-site drainage plan that meets the Lake County septic tank and drainage requirements shall be submitted for SDRC approval. This includes but is not limited to drain tile, garage floor drain, mechanical room floor drain, air conditioning, soft water condensation/waste water, gutter downspouts and required landscape drainage.

2.15 Solar Applications

Solar applications are encouraged by the SDRC. However, they must be integrated into the design of the building and/or its landscape and should not appear as an "add-on" unrelated to the overall design. Roof-mounted solar panels are discouraged unless fully integrated into the design and not visible from other Homesites, the street, or any place off-site.

3.0 NEIGHBORHOOD AREA GUIDELINES

In addition to the Architectural Design Guidelines for the entire Stonehorse community, each Neighborhood Area will have specific guidelines, outlined below.

The homes will be set back from the road within the Homesite's designated Building Envelope Area with entries defined by stone posts that will contain an entry light and address (see Section 2.10). The homes will blend with the landscape through use of an appropriate natural color palette, organic materials, and height restrictions.

Stonehorse's individual Neighborhood areas can be characterized as follows:





3.1 Rustic Ridgeline Home

See Site Plan for specific locations of Rustic Ridgeline Homes.



A unified architectural vocabulary for this home style is best characterized by:

- Size and shape of home should blend into hillside.
- Homesites are restricted to single story or lower level walk out (see individual Homesite Map).
- Homes with lower level walk out are allowed gables but restricted to hip/gable combination on main roofs facing roads.
- Roof structures designed to take full advantage of the mountain and lake views while remaining low and unopposing to their natural surroundings.
- Low-slope roof sections generally not to exceed six to twelve (6:12) pitch on main roof areas.
- Siding/shingles, trim, details, roof, shall be stained (no paint) in natural colors selected to be recessive to the surrounding environment.
- Windows shall be wood or metal clad and read as true divided lites (as applicable)
- Natural rough sawn wood (as apposed to plywood veneers) garage doors with seedy glass (as applicable)
- Natural rock on exterior – no cultured stone
- It is recommended that Rustic Ridgeline Homes not exceed nineteen(19) feet in height from the finished main floor to the ridge point of the roof





3.2 Craftsman Series Home

See Site Plan for specific locations of Craftsman Series Homes.



A unified architectural vocabulary for this home style is best characterized by:

- Size and shape of home should blend into its surroundings.
- Some Craftsman homes are restricted to single-story design (see individual Homesite Map).
- Second story restricted to 60% of first floor living area.
- Roof structures designed to take full advantage of the mountain and lake views while remaining low and unopposing to their natural surroundings.
- Low-slope roof sections generally not to exceed six to twelve (6:12) pitch on main roof areas.
- Siding/shingles, trim, details, roof, shall be stained or painted in tasteful, traditional colors.
- Windows shall be wood or metal clad and read as true divided lites (as applicable)
- Natural rough sawn wood (as apposed to plywood veneers) garage doors with seedy glass (as applicable)
- Natural rock on exterior - no cultured stone
- Main floors typically twenty-four (24) inches above grade for homes.
- It is recommended that single story Craftsman Homes not exceed nineteen (19) feet in height from the finished main floor to the ridge point of the roof
- It is recommended that two (2) story Craftsman Homes not exceed twenty-six (26) feet in height from the finished main floor to the ridge point of the roof





3.3 Ranch Home

See Site Plan for specific locations of Ranch Homes.



This is a clearly-defined area consisting of and limited to Homesites 1, 2, 3, 4 and 5 located on the southeast portion of Stonehorse and may include barns and other outbuildings located on the property and designed to be of similar architectural character.

These homes are historically appropriate houses of light-colored clapboard siding, large front porches, and shingle roofs. Barns and other outbuildings are typically located to the rear of the property. Detached garages, or garages attached with a breezeway, are strongly encouraged.

A unified architectural vocabulary for this home style is best characterized by:

- Ranch-type houses of one- and two-story heights (see individual Homesite Map).
- Light-colored clapboard, with trim and details stained or painted in definitive but not highly contrasting colors.
- Large front and rear porches or wrap-around porches with wide steps, detailed railings, and simple columns.
- Main floors typically twenty-four (24) inches above grade for homes.
- Defined compositions of building elements: stone foundation, clapboard house, and shingle roof.
- Second story restricted to 60% of first floor living area.
- Double-hung windows and large picture windows bordered by small true divided lites on the sides or top.
- Contrasting roof heights of shingles and limited accent areas of galvanized metal
- Steep (not exceeding 8:12 pitch) roof slopes contrasted by low slope sections over lower level and porches.
- Natural rough sawn wood (as apposed to plywood veneers) garage doors with seedy glass (as applicable).
- Natural rock on exterior - no cultured stone.
- Use of cupolas and weathervanes is encouraged.
- It is recommended that single story Ranch Homes not exceed twenty-one (21) feet and two (2) story not exceed twenty-six (26) feet in height from the finished main floor to the ridge point of the roof.





3.4 Barns and Outbuilding (Where Permitted)

Rough-sawn siding and vertical board and battens with trim and details.

- Use of natural stone bases, columns, or accents similar to the house is encouraged.
- Where appropriate, the use of rough-sawn siding with vertical board and battens. Fixed windows with divided lites to match the house.
- Low roof heights with plate heights not to exceed ten (10) feet.
- Use of approved cupolas and weathervanes are allowed.
- Natural rough sawn wood (as apposed to plywood veneers) garage doors with seedy glass (as applicable)
- Natural rock on exterior - no cultured stone
- Outbuildings not to exceed nineteen (19) feet in height.

3.5 Meadow Homes



The Meadow Home area consists of individual free-standing homes on individual Homesites clustered in an area of appropriate landscaping and open space with common maintenance of the grounds. These homes will be pre-designed by the Stonehorse development team.

3.6 Townhome





The Townhome area provides attached condominium living in an appropriately landscaped setting with common maintenance of the grounds. These homes will be pre-designed by the Stonehorse development team.

4.0 LANDSCAPING GUIDELINES

4.1 Introduction

The Landscape guidelines at Stonehorse have been established to ensure that homes within Stonehorse blend into the natural landscape, rather than dominate it. This approach will protect the natural beauty of the area, and preserve habitat for the native plants and animals.

The objectives of the Landscape Guidelines are:

- To preserve, protect and enhance the existing landscape throughout the community
- To create outdoor living spaces that are natural extensions of the indoor spaces
- To utilize plants, landscape structures and details that draw upon the region's natural beauty, unique climate and setting
- To re-vegetate and rehabilitate areas that have been impacted during construction

4.2 Home sites

A homesite diagram has been prepared for each homesite in Stonehorse. The homesite diagram indicates important design parameters such as the building envelope, easement areas, drainage areas, view corridors and setback requirements. Each building envelope location was determined based on the unique characteristics of the homesite, zoning requirements and design objectives for Stonehorse, specifically:

- Maintaining view corridors
- Minimizing grading disturbances
- Maximizing privacy

4.3 Drainage

A professionally designed off-site drainage plan that meets the Lake County septic tank and drainage requirements shall be submitted for SDRC approval. This includes but is not limited to drain tile, garage floor drain, mechanical room floor drain, air conditioning condensation, soft water discharge, gutter downspouts and required landscape drainage.

4.4 Driveways and Auto Courts

Driveways are to be designed to follow natural contours rather than utilizing a cut and fill construction. Driveways are not to exceed 12' wide except at the apron in front of the garage and for parking spaces. On street parking will not be allowed at Stonehorse and each homeowner will be required to provide off street parking.

When hosting any event, homeowners are required to have their guests park on one side of the street, with half of their car off the road, to allow for emergency vehicles to pass freely. No overnight on street parking will be allowed at anytime (including events).

4.5 Lawns

It is the intention at Stonehorse to retain much of the natural prairie setting. In this regard, the amount of space individual homeowners are allowed to use for lawn coverage may be restricted.

4.6 Fences, Gates and Walls

To maintain the open, prairie setting at Stonehorse, fences, gates and walls are discouraged and will be approved on a very limited basis. If approved, fences, walls and gates are not to extend beyond the building





envelope. Any fences that are necessary need to be screened by using natural stone and mounding. Walls may be utilized to enhance landscaping and to stabilize cut slope but, must use natural materials that blend into the landscape and design of the home. Perimeter fencing or walls are strictly prohibited.

Outside structures such as sports courts, fencing for gardens, basketball standards and areas, etc. must be properly designed and integrated into the Homesite through the use of natural mounds, landscaping and a screening device consisting of natural rock and building materials found on the home versus a free standing wall or fence.

4.7 Dog Kennels

The only dog kennels allowed are Priefert Canine Enclosures or approved alternative kennels, and must be screened from roadways and neighbors with landscaping elements. Maximum size is not to exceed 8' x 8' and must be approved by the SDRC.

4.8 Planting

All trees, plants and shrubs used for landscaping at Stonehorse must be approved by the SDRC, see appendix C for the approved list. Plantings will be used to re-vegetate disturbed areas, stabilize slopes, screen foundations and outdoor use areas, and to soften the impact of the homes on the surrounding areas. Individual homesite owners are responsible for eliminating and preventing the spread of any noxious or invasive weeds on their homesite.

For each completed home, the following are required landscape elements:

- Four (4) statement trees, at least 20' tall evergreen or 3" caliper deciduous
- Seventy five (75) shrubs in 5 gallon size
- Seventy five (75) shrubs in 2 gallon size

The above are minimum requirements for planting in Stonehorse, and it is up to the discretion of the SDRC to approve all landscaping design.

4.9 Water features and Spas

Water features and spas are to be designed as integral components of the overall design of the home. Spas are to be set into the ground, patio or decks. Water features will be designed to appear natural and not contrived.

4.10 Irrigation

All plantings, shrubs, lawns and trees will be watered by a fully automatic, underground sprinkler system designed by a licensed professional. Mulch with weed barrier will be required on all new planting areas to reduce erosion, retain moisture and provide for weed control. All irrigation drainage will be integrated into the overall off-site drainage plan.

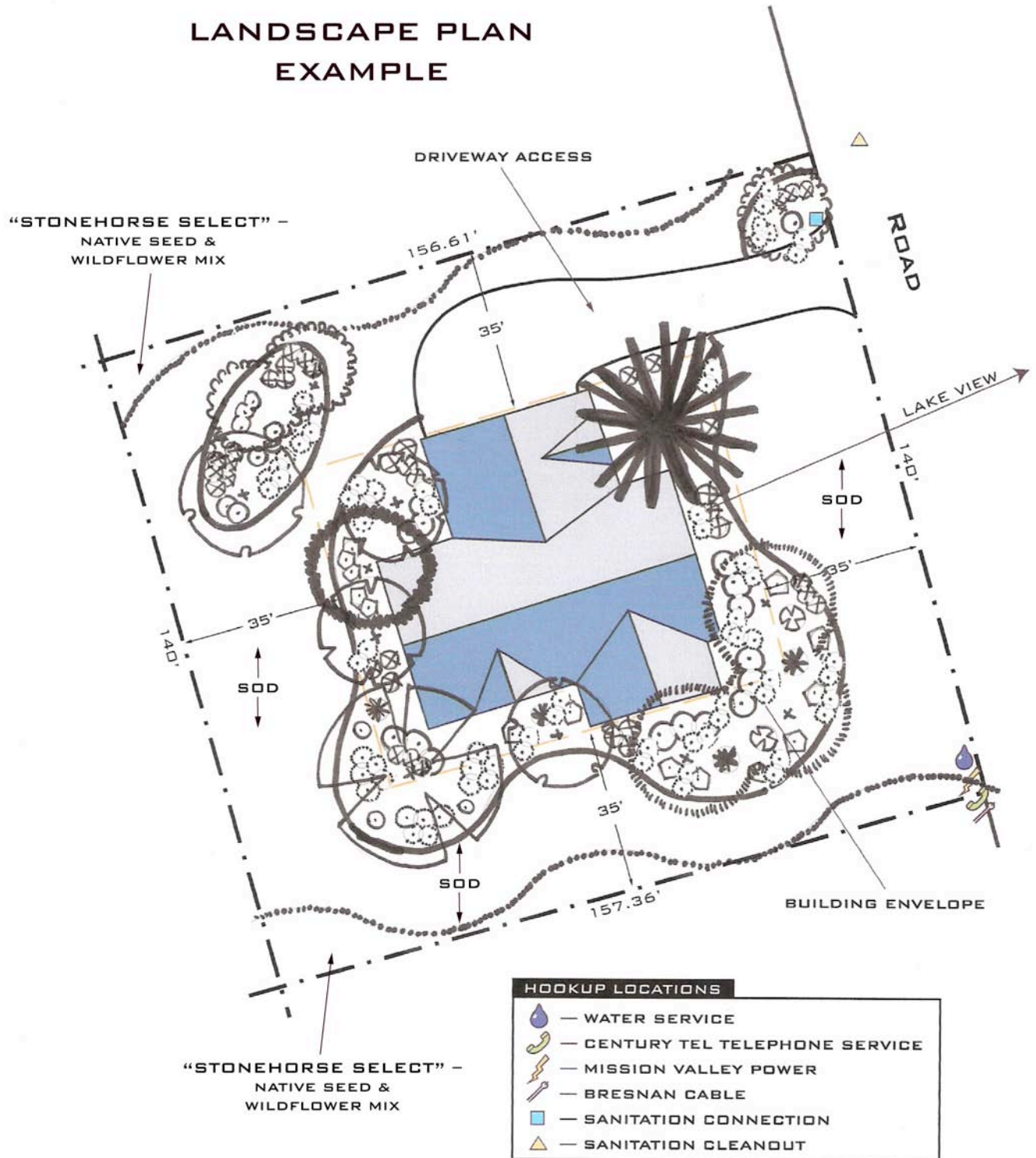
4.11 Outdoor Lighting

Stonehorse will preserve the nighttime sky as much as possible controlling the use and type of outdoor lighting. Outdoor lighting is to be the minimum required for safety, security and illumination of outdoor use areas. All outdoor lighting fixtures need to be approved by the SDRC, and pole mounted lighting will not be allowed.





LANDSCAPE PLAN EXAMPLE





STONEHORSE
FLATHEAD LAKE

PART III

DESIGN
REVIEW PROCEDURES







DESIGN REVIEW PROCEDURES

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1.0 DESIGN REVIEW PROCEDURES

This Section provides a guide for the Design Review process for the Stonehorse Community. This process involves a series of meetings between the Owner, the Owner's design professionals, and the SDRC. It begins with an informal introductory meeting and concludes with the completion of construction. Along the way are a series of meetings, or check points, designed to ensure a smooth and efficient review of the new home design or improvements to an existing home.

The SDRC is committed to assisting Owners through the Design Review process and has a variety of educational and guidance materials available to assist them. As opposed to a "regulatory review agency," the SDRC should be thought of as a member of the Owner's design team.

1.1 Design Review Process

Improvement plans will be carefully reviewed by the SDRC to ensure that the design is compatible with Stonehorse as a whole, the Neighborhood area the Homesite is in, and the Homesite itself. This Design Review process must be followed for any of the following improvements:

- Construction of all new buildings;
- Construction of roads, drives, and site work;
- Construction of an addition to fences or enclosed structures;
- Renovation, expansion, or refinishing of the exterior of existing buildings; or
- Major site and/or landscape improvements except for the replacement of plant species similar to those previously approved by the SDRC.

The SDRC evaluates all development proposals on the basis of Stonehorse's Design Guidelines. Most of the guidelines outlined in this document are written as relatively broad standards and the interpretation of these standards is left up to the discretion of the SDRC.

Other development standards are more definitive, or absolute design parameters and it is the intention of this Design Review process to ensure that all improvements comply with these absolute standards.

The Design Review process takes place in four steps:

1. A Pre-Submission Conference;
2. Preliminary Design Review;
3. Final Design Review; and
4. Inspections.

Any improvements, as described above, will require and must be preceded by the submission of an Application Package accompanied by an application fee and the required plans and specifications describing the proposed improvements. Incomplete applications will not be accepted by the SDRC.

It is required that the Owner obtains competent assistance from a pre-approved licensed architect or designer and a Stonehorse pre-approved Preferred Builder or Registered Builder/Contractor.

Additional assistance from other licensed design professionals, such as a civil engineer and a landscape architect, is also recommended. The Owner and the Owner's chosen consultant(s) should also carefully review





the Covenants, as well as the Design and Landscape Guidelines prior to commencing with the project's design or the Design Review process.

Having secured Final Development Approval from the SDRC, the Owner will also have to meet all the submittal and approval requirements of County of Lake and State of Montana to obtain a building permit where required.

1.2 Pre-Submission Conference

Prior to the preparation of any materials for formal SDRC review, the Owner and the Owner's consultant(s) are required to meet with representatives of the SDRC for a Pre-Submission Conference. An explanatory Pre-Submission Conference Package is available from the SDRC. The purpose of this meeting will be:

1. To discuss the particular characteristics and any restrictions on development of the Homesite;
2. To review any preliminary building program the Owner may choose to offer; and
3. To ensure that the Owner and/or his representatives/ consultants understand(s) the requirements, fees, and schedule of the Design Review process.

This informal review is intended to offer guidance prior to initiating any investment in preliminary design, and is a very important step in the overall process.

1.3 Preliminary Design Review

After the Pre-Submission Conference, in order to continue the process, the Owner may initiate a Preliminary Design Review by submitting a written application and preliminary design documents, together with the appropriate fee.

A checklist of the required preliminary development documents is located in Appendix A, and a Preliminary Design Review Application Package is available from the SDRC.

This preliminary review step in the process is intended to avert wasted time and professional fees that result from pursuing a design solution which is in conflict with the standards contained in these guidelines.

1.3.1 Staking

The Owner will be responsible for staking the corners of the proposed building and all other major improvements upon submittal of the preliminary review documents. The Owner may be required to use story poles to give the SDRC a gauge of building mass and height.

1.3.2 Preliminary Design Review Meeting

Upon receipt of the required documents and staking of the property, the SDRC will notify the Owner of the scheduled meeting date to review the preliminary development documents. The Owner and/or consultant(s) must be present at the meeting, or the submittal will be postponed until the next meeting. Should such a postponement occur through fault of the Owner or consultant(s), additional fees may be charged.

The comments of the SDRC on the preliminary submittal shall be advisory only and shall not be binding upon either the Owner or the Committee. Additional review meetings may be necessary to review corrected and/or new materials. Corrected materials must be provided to the SDRC a minimum of five (5) working days prior to the next regularly scheduled meeting.

1.4 Final Design Review

Within one (1) year of Preliminary Design Review, the Owner shall initiate the Final Design Review process





by submitting a written application together with the required final development documents and the appropriate fee.

A checklist of required final Design Review documents and procedures is included in Appendix 'A' and a Final Design Review Application Package is available from the SDRC.

1.4.1 Final Design Review Meeting

Upon receipt of the required documents, the SDRC will notify the Owner of the scheduled meeting date to review the final development documents. The Owner and/or consultant(s) must be present at the meeting or the submittal will be postponed until the next meeting. Should such a postponement occur through fault of the Owner or consultant(s), additional fees may be charged. The SDRC will review and comment on the application at the meeting, allow time for discussion with the Owner and/or consultant(s), and subsequently provide the Owner with a written record of the meeting.

Additional review meetings may be necessary to review corrected and/or new materials. Corrected materials must be provided to the SDRC a minimum of five (5) working days prior to the next regularly scheduled meeting.

1.4.2 Final Development Approval

The SDRC will issue Final Development Approval in writing within fifteen (15) days of a vote for approval at a final Design Review meeting. Final development approval is site-specific and should not be construed to establish precedent for other sites.

If the decision of the SDRC is to disapprove the submission, the Committee shall provide the Owner with a written statement of the basis for such disapproval to assist the Owner in modifying or redesigning the project so as to obtain the approval of the Committee.

1.5 Re-Submittal of Plans

In the event that the final submittal is not approved by the SDRC, the Owner will follow the same procedures for a re-submission as for original submittals. An additional Design Review fee may be charged for each re-submission as required by the SDRC.

1.6 Appeals Procedure

The Owner has the right to appeal decisions made by the SDRC. The Owner can initiate such an appeals procedure by submitting, in writing a document stating the reason for the appeal. The SDRC will set a meeting date to review the appeal and notify the Owner of such date. The Owner, or representative, must be present at the meeting to review the appeal. The SDRC will render a decision at a scheduled meeting and provide the reasons for denying or approving the appeal in writing within fifteen (15) days.

1.7 Building Permits

The Owner may apply for all applicable building permits only after receiving Final Development Approval from the SDRC. Permits include, but may not be necessarily limited to, a Zoning Conformance Review Permit issued by Lake County, a Sanitation Permit issued by Lake County, and an Electrical Permit issued by the State of Montana. It is the Owner's sole responsibility to confirm with all government agencies that he/she has secured all necessary permits.

1.8 Subsequent Changes





Additional construction, landscaping, or other changes in the improvements that differ from the approved final development documents must be submitted in writing to the SDRC for review and approval prior to making such changes.

1.9 Work-In-Progress Inspection

Absolutely no construction, grading, landscaping, plant removal, etc. shall be allowed prior to final development approval.

During construction, the SDRC, or its authorized representative, has the right to check such construction to ensure compliance with approved final development documents. If changes or alterations have been found which have not been approved, the SDRC will issue a Notice To Comply. Failure by the SDRC to provide the Notice To Comply shall not be deemed a waiver or release of the Committee's right to enforce any provisions of these Guidelines.

1.10 Notice to Comply

When, as a result of a construction inspection, the SDRC finds changes and/or alterations which have not been approved, the SDRC will notify the Owner within three (3) days of the inspection describing the specific instances of non-compliance and will require the Owner to comply or mutually resolve the discrepancies.

1.11 Certificate of Compliance

Approximately thirty (30) days prior to completion of work, the Owner must request a Certificate of Compliance. The SDRC will make a complete inspection of the property within seven (7) days of the completion, and if the SDRC determines that the improvements have been completed in accordance with the SDRC approval, a Certificate of Compliance will be issued within seven (7) days of inspection. If it is found that the work was not done in compliance with the final development approval documents, the SDRC will issue a Notice To Comply within three (3) days of inspection.

1.12 Non-Liability

Neither the SDRC, nor any member or employee, will be liable to any party for any action, or failure to act, with respect to any matter if such action was in good faith and without malice.

1.13 Design Review Schedule

The SDRC will make every reasonable effort to comply with the time schedule for Design Review outlined below. However, the SDRC will not be liable for delays that are caused by circumstances beyond their control. The SDRC will provide Design Review according to the following schedule:

1. Pre-Submission Conference
Meeting scheduled within twenty-one (21) days of receipt of written request.
2. Preliminary Design Review
Application documents to be submitted fourteen (14) days prior to the next scheduled SDRC meeting. Written comments from SDRC meeting provided to Owner within fifteen (15) days.
3. Final Design Review
Application documents to be submitted fourteen (14) days prior to the next scheduled SDRC meeting, and within one (1) year of Preliminary Design Review. Written comments from SDRC meeting and/or written notice of Final Development Approval provided to Owner within fifteen (15) days.
4. Building Permits





Owner applies for all applicable building permits, if necessary.

5. Construction Inspections

Construction Area inspection with the Builder prior to any site disturbance and within seven (7) days of receipt of written request. Final inspection within seven (7)

days of completion and twenty-one (21) days of receipt of written request for Certificate of Compliance, and prior to request for a Certificate of Occupancy from County of Lake. Certificate of Compliance with SDRC approval issued within seven (7) days of inspection.

1.14 Application Fees

In order to defray the expense of reviewing plans and related data, and to compensate any consulting architects, landscape architects, and other professionals, the Covenants establish submissions fees payable each time an Application is made to the SDRC as follows:

1. New Construction

Pre-Submission Conference: one-hundred dollars (\$100.00)

Preliminary Design Review: five-hundred dollars (\$500.00)

Final Design Review: five-hundred dollars (\$500.00)

Outbuildings, such as barns or guest houses, shall require an additional submission fee of five hundred dollars (\$500.00) per building.

2. Remodel

Pre-Submission Conference: one-hundred dollars (\$100.00)

Preliminary Design Review: two-hundred fifty dollars (\$250.00)

Final Design Review: five hundred dollars (\$500.00)

3. Fee for Re-Submission

The first re-submission is subject to a fifty (50) percent discount on original submission fees. Any subsequent re-submissions on the same project will be treated as new submissions and may be subject to full payment of fees.

These fees are for 2008 and are subject to revision annually.

A Damage and Performance Deposit of five thousand dollars (\$5,000.00) or a Bond for one hundred (100) percent of the estimated construction costs (whichever the Owner chooses) must be deposited with the SDRC prior to the commencement of any work on site. Deposits will be returned with the Certificate of Compliance if the Owner is not in violation of the Covenants and no damage to common elements or adjacent property has occurred.

1.15 Application Format

An Application Package is available from the SDRC for each submission required in the three-step Design Review process. Each submission must be accompanied by the required information, as specified in the Application Package Instructions in order to be scheduled for review. The Owner and/or architect must attend the SDRC meetings to explain a submission or be available to respond to questions.





2.0 DESIGN REVIEW COMMITTEE

2.1 Design Review Committee Membership

The Design Review Committee will consist of a minimum of three (3) members. Each person will hold office until such time as he or she has resigned or been removed, or his or her successor has been appointed by the Board of Directors.

Members shall serve staggered two (2) -year terms. There is no limit to the number of consecutive terms which can be served by any member.

Any member of the SDRC may resign from the SDRC at any time upon written notice stating the effective date of the member's resignation to the Association. Any member may be removed at any time by the Board of Directors with or without cause.

2.2 Functions of the Committee

The principal functions of the SDRC are as follows:

To consider and act upon such proposals or plans from time to time submitted to it in accordance with the Design Review Procedures established in these Design Guidelines;

To amend the Design Guidelines as deemed appropriate; and

To perform any duties assigned to it by the Declarant or the Association as set forth in this Document and the Covenants.

The Board of Directors may hire, or appoint, a secretary for the SDRC, and shall provide appropriate compensation for any such secretarial services.

The SDRC shall have the right to establish one or more sub-committees to perform one or more functions of the SDRC.

2.3 SDRC Meetings

The SDRC will meet monthly, or as needed, to properly perform its duties. The SDRC's action on matters will be by a majority vote of the SDRC. Any action required to be taken by the SDRC may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by a majority of the SDRC members.

The SDRC will keep and maintain a record of all actions taken by it, and report in writing to the Board of Directors all final actions taken by the SDRC. The powers of this SDRC relating to Design Review will be in addition to all development review requirements imposed by local or state agencies.

2.4 Compensation

The Board of Directors has the right to set compensation for SDRC members. Compensation may be revoked or changed at any time by the Board of Directors with or without cause.

Professional consultants retained by the SDRC to assist it in carrying out its responsibilities may be paid such compensation as the SDRC determines appropriate.

2.5 Amendment of Design Guidelines





The SDRC may, from time to time and in its sole discretion, adopt, amend, and repeal by unanimous vote, rules and regulations to be incorporated into, or amendments of the Design Guidelines which, among other things, interpret, supplement, or implement the provisions of the Design Guidelines. All such rules and regulations or amendments, as they may from time to time be adopted, amended or repealed, will be appended to and made a part of the Design Guidelines. Each Owner is responsible for obtaining from the SDRC a copy of the most recently revised Design Guidelines.

2.6 Non-Liability

Neither the SDRC nor any member will be liable to the Association, any Owner, Owners' agents, or any other person for any damage, loss, or prejudice suffered or claimed on account of:

- Approving or disapproving any plans, specifications or other materials, whether or not defective;
- Constructing or performing any work, whether or not pursuant to approved plans, specifications or other materials;
- The development or manner of development of any land within Stonehorse;
- Executing and recording a form of approval or disapproval, whether or not the facts stated therein are correct;
- or
- Performing any other function pursuant to the provisions of the Design Guidelines.

The Owner shall indemnify the Board of Directors and its members from any and all third-party claims made by contractors, sub-contractors, or agents of the Owner including reasonable attorneys' fees and expenses.

3.0 CONSTRUCTION & BUILDER REGULATIONS

3.1 Introduction

To ensure that the construction of any improvements that occur on a Homesite will occur in a safe and timely manner without damaging the natural landscape of Stonehorse or disrupting residents or guests, these regulations will be enforced during the construction period. The Contractor must provide a signed copy of the most recent Construction and Builder Regulations to the SDRC prior to the commencement of work.

Construction will not begin until Final Plan Approvals have been issued from the SDRC, required building permits have been obtained, and a Damage and Performance Deposit or Bond has been placed with the SDRC.

3.2 Builder Eligibility

In order to undertake work for Owners within Stonehorse, any Builder, Contractor, or Sub-Contractor must be selected from one of two lists administered by the SDRC - a "Preferred Builder List" or a "Registered Builder List." The requirements for inclusion on either of these lists are as follows:

Preferred Builder List

Undertake a commitment to, or sign a contract with, Stonehorse to always have a house either under construction, or for sale, in order to demonstrate how the Guidelines can be interpreted, and to provide an example of the high quality of work which is expected.

Registered Builder List

Provide the names, addresses, and phone numbers of the last five (5) customers and agree to a customer satisfaction survey which will be kept on file by the SDRC and made available to prospective customers.

All registered builders will agree to provide additional information such as credit information and current financial statements to any prospect on request.





Registered Sub-Contractor List

This section applies only to a sub-contractor not working under a Preferred or Registered Builder.

Provide the names, addresses, and phone numbers of the last five (5) customers and agree to a customer satisfaction survey which will be kept on file by the SDRC and made available to prospective customers.

All registered sub-contractors will agree to provide additional information such as credit information and current financial statements to any prospect on request

3.3 Pre-Construction Conference

Prior to commencing construction, the Builder/Contractor must meet with an authorized representative of the SDRC to review the approved final plans, the Construction Area Plans, the Construction Regulations, and to coordinate scheduling and construction activities with the SDRC. At this meeting, the Builder/Contractor or Owner must bring a copy of all necessary Building Permits.

3.4 Construction Area

Prior to the commencement of any construction activity the Builder/Contractor will provide the SDRC with a detailed plan of the proposed "Construction Area" showing the area in which all construction activities will be confined, limits of stockpiled materials, and how the remaining portions of the Homesite will be protected.

The Construction Area Plan will designate the location and size of the construction material storage and parking areas, and the locations of the chemical toilet, temporary trailer/structure, dumpster, debris storage, fire fighting equipment, utility trenching, and the limits of excavation. The plan should clearly identify the methods proposed for the protection of adjacent areas, such as fencing, flagging, rope barricades, or other means to be set up prior to construction.

Architects, contractors, and sub-contractors will not be permitted to display any signs within Stonehorse.

3.5 Access to Construction Areas

Access to the construction site for all vehicles will be limited to the route established by the SDRC prior to the commencement of any construction activity. If such a route is violated, the SDRC may establish a fine system in order to enforce construction traffic routing.

3.6 Vehicles and Parking Areas

Parking for construction personnel vehicles or machinery, other than within the SDRC-approved Construction Area onsite, will occur only in specified areas designated by the SDRC so as to minimize damage to the existing landscape and adjacent properties. Construction crews will not be permitted to park on adjacent Homesites (without written approval from the Homesite Owner that is forwarded to and provided to the SDRC) or any other unapproved areas.

3.7 Storage of Materials and Equipment

All construction materials, equipment, and vehicles must be stored within the fenced boundary of the SDRC-approved Construction Area, and outside any tree-protecting fencing located within the approved Construction Area. Equipment and machinery is to be stored on site only while needed for activities specific to the Homesite.

3.8 Construction Activity Times/Completion





The time of construction will be limited to the period from 7 a.m. until 7 p.m. Monday through Friday, 8 a.m. until 6 p.m. on Saturdays and national holidays, and 12 Noon until 6 p.m. on Sundays. Building construction must be completed within eighteen (18) months of its commencement.

3.9 Construction Trailers/Temporary Structures

Any Owner or Builder/Contractor who desires to bring a trailer, or the like, to Stonehorse must obtain written approval from the SDRC. The SDRC will work closely with the applicant to site the trailer in the best possible location to minimize impacts to the site and adjacent Homesites. All such facilities must be removed from the Homesite prior to the issuance of a Certificate of Compliance.

Temporary living quarters for the Owner, Builder/Contractor, or their employees will not be permitted on site or in the Project.

3.10 Sanitary Facilities

Sanitary facilities must be provided for construction personnel on site in a location approved by the SDRC. The facility must be screened from view from adjacent residences and roads, and maintained weekly.

3.11 Debris and Trash Removal

Builder/Contractors must clean up all trash and debris on the construction site at the end of each day. Trash and debris must be removed from each construction site at least once a week and transported to an authorized disposal site. Lightweight material, packaging, and other materials must be covered or weighted down to prevent wind from blowing such materials off the construction site. Builder/Contractors are prohibited from dumping, burying, or burning trash anywhere on the Homesite or elsewhere on Stonehorse.

During the construction period, each construction site must be kept neat and tidy to prevent it from becoming a public eyesore, or affecting adjacent Homesites. Dirt, mud, or debris resulting from activity on each construction site must be promptly removed from roads, open spaces, and driveways or other portions of Stonehorse. Any clean-up costs incurred by the SDRC, or the Association in enforcing these requirements, will be billed to the Owner.

3.12 Excavation, Grading, and natural Vegetation Protection

The Builder/Contractor will take extreme care during construction to assure that natural vegetation not authorized for removal is not damaged.

Blowing dust, resulting from grading operations, must be controlled by watering. During construction, erosion must be minimized on exposed cut and/or fill slopes through proper soil stabilization, water control, and revegetation. The Builder is responsible for the implementation of all erosion-control techniques as may be required by State or local agencies. Grading operations may be suspended by the SDRC during periods of heavy rains or high winds.

All topsoil disturbed by grading operations must be stock-piled within the Construction Area and reused as part of the site restoration/ landscaping plans, or removed to an approved off-site location.

3.13 Damage Repair and Restoration

Damage and scarring to other property, including open space, adjacent Homesites, roads, driveways and/or other improvements, will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly to the satisfaction of the SDRC and/or adjacent Owner, at the expense of the person causing the damage or the Owner of the Homesite who engaged such person. Upon completion of construction, the





Owner and Builder will be responsible for cleaning up the construction site and the repair of all property which was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the SDRC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing. Any property repair costs, as mentioned above, incurred by the SDRC or the Association will be billed to the Owner. Failure to remedy damage as directed by the SDRC may result in a registered or preferred builder being suspended from further construction at Stonehorse.

3.14 Inspections

In addition to all the building inspections required, the following inspection must be scheduled with the SDRC:

1. Site Inspection - The Construction Area, all corners of proposed buildings, the driveway, extent of grading and protected vegetation, must be staked, together with the locations of any temporary buildings. This inspection must be completed prior to any site clearing or disturbance of existing grade.
2. Final Inspection - This inspection must be done prior to any application to Lake County for a Certificate of Occupancy tied to the Zoning Conformance Review Permit.

3.15 Pets

Pets belonging to construction personnel must be kept within vehicles or leashed at all times while within Stonehorse.

3.16 Security

Security precautions at the construction site may include temporary fencing approved by the SDRC. Security lights, audible alarms, and guard animals will not be permitted.

3.17 Noise

Builder/Contractors will make every effort to keep noise to a minimum. Radio sound will be kept at a low level to minimize disturbance to neighbors and wildlife.





PART IV

APPENDICES

APPENDIX A

SAMPLE APPLICATION PACKAGES

A1 : Pre-Submittal Conference

1. Conference Request Form
2. Current Design Guidelines Document

A2 : Preliminary Design Review

1. Preliminary Design Review Application Form
2. List of Required Submittal Material (four [4] copies to be retained by the SDRC)
3. Drawings to be submitted on twenty-four (24) inch x thirty-six (36) inch maximum format.
 - Location Map
 - Site Plan - one (1) inch = twenty (20) feet minimum scale, showing property lines, building envelope, developable area, construction area, existing and proposed grading, existing' vegetation coverage and drainage pattern, easements, driveway, utility trench, building footprint with finished floor grades, parking' area, turnaround, drainage improvements, fences/walls, patios, decks, pools and any other site amenities, solar review, together with any other pertinent information.
 - Schematic Floor and Roof Plans - one-fourth (1/4) inch= one (1) foot scale
 - Schematic Elevations - one-fourth (1/4) inch = one (1) foot scale, including roof heights, existing and finish grades, and notation of exterior materials.
 - Sections - at least two (2) showing existing and proposed site grading as well as building forms.
 - Sample Board - eight and a half (8 ½") inch x fourteen (14") inch maximum size, including actual :
 - Roof material and color
 - Exterior wall materials and colors
 - Exterior trim material and color
 - Window material (exterior & interior including divided lite material) and color
 - Exterior door material and color
 - Garage door material and color
 - Stone/rock materials
 - Fence/wall materials and supporting manufacturers' details
 - Landscape Plan - a conceptual plan at one (1) inch= twenty (20) feet minimum showing major natural features, irrigated areas, areas of ornamental planting, areas of native xeriscape planting, water features, pools, patios, decks, and any other significant design elements. A sample plan is on page 38 of the Design Guidelines
4. Staking Requirements
 - All proposed buildings and other site amenities must be defined with minimum wood or steel stakes and the outline(s) defined by string connecting the stakes. All stakes shall be numbered and a corresponding staking floor plan included with the preliminary Design Review package. The main floor elevation(s) along with existing grade must be clearly marked on the stakes.



A3 : Final Design Review

1. Final Design Review Application Form
2. List of Required Submittal Materials (four {4} copies to be retained by SDRC)
3. Drawings to be submitted on a twenty-four (24) inch x thirty-six (36) inch maximum format.
A set of Contract Documents (working drawings and specifications) that generally conform with the Preliminary Design Review documents reviewed by SDRC, including :
 - Site plan - one (1) inch = twenty (20) feet minimum showing property lines, building envelope, developable area, construction area, existing and proposed grading, existing vegetation coverage and drainage pattern, easements, driveway, utility trench, building footprint with finished floor grades, parking area, turnarounds, drainage improvements, fences/walls, patios, decks, pools, and any other site amenities, solar review, together with any other pertinent information.
 - Floor and Roof Plans - one-fourth (1/4) inch = one (1) foot including all exterior door and window locations and sizes, and the location of all exterior mechanical systems.
 - Elevations - one-fourth (1/4) inch = one (1) foot including roof heights, existing and finish grades, a description of all exterior materials, colors, and finishes.
 - Sections - at least two (2) showing existing and proposed site grading as well as building' forms.
 - Landscape Plan - one (1) inch = twenty (20) inches mini-mum including an irrigation plan, lighting plan, proposed plant materials and sizes, trees to be protected during construction and trees to be removed, paving materials, water features, pools, patios, decks, and any other significant design elements.
4. Sample Board - eight and a half (8 ½") inch x fourteen (14") inch maximum size, including actual :
 - Roof material and color
 - Exterior wall materials and colors
 - Exterior trim material and color
 - Window material (exterior & interior including divided lite material) and color
 - Exterior door material and color
 - Garage door material and color
 - Stone/rock materials
 - Fence/wall materials and supporting manufacturers' details
 - Perspective Sketches and Optional Model - as may be available as a result of the design process between the Owner and their professional design team.
 - Construction Schedule - including starting and completion dates for both building and landscape construction.
 - Study Model - if required by the SDRC at the Preliminary Design Review, to illustrate relationship between proposed forms and prevailing site conditions. This should not be an expensively detailed model, but simply adequate to communicate basic three (3)-dimensional concepts.





STONEHORSE, HOA
Design Review Committee

PRE-SUBMISSION CONFERENCE REQUEST FORM
AND CHECKLIST

Homesite Number:

Owner Contact Information:

Architect Contact Information:

Other Design Team Member Contact Information:

Description of Project:

Requested Date of Meeting:

CHECKLIST

- For New Construction, please include Pre-Submission Conference Meeting fee of one-hundred dollars (\$100.00) made payable to Stonehorse, HOA. Remodel projects do not require a Pre-Submission Conference Meeting fee. Re-submissions must submit any required fee as directed by Stonehorse DRC.
- Signed "Construction Rules and Regulations" form, if not already received and on file.

Owner / Owner Agent

Date





STONEHORSE, HOA
Design Review Committee

PRELIMINARY DESIGN REVIEW APPLICATION AND CHECKLIST

Homesite Number:

Owner Contact Information:

Architect Contact Information:

Other Design Team Member Contact Information:

CHECKLIST:

- Staking- All corners of the proposed building(s), the driveway, extent of grading and protected vegetation must be staked and story poles placed if required by the SDRC. This inspection must be completed prior to any site clearing or disturbance of existing grade.
- Preliminary Design Review Fee Payment: Five Hundred Dollars (\$500.00) for New Construction; Two Hundred Fifty Dollars (\$250.00) for Remodel; made payable to Stonehorse, HOA. Re-submissions must submit any required fee as directed by Stonehorse DRC
- Location Map and Site Plan
- Schematic Floor Plans
- Schematic Roof Plans
- Schematic Elevations
- Schematic Sections (at least two)
- Sample Board with the following
 - roof material and color
 - exterior wall materials and colors
 - exterior trim, haunches, plant on, and exterior deck and railing material and color
 - window material and color
 - exterior door material and color
 - stone materials
 - fence / wall materials
- Landscape Plan (can be part of site plan)

((NOTE: see Appendix A of the most recent Stonehorse Design Guidelines for further details. Submit **five (5)** copies of all drawings.))

I hereby certify that all information contained within this application is accurate.

 Owner / Owner Agent

 Date





STONEHORSE, HOA
Design Review Committee

FINAL DESIGN REVIEW APPLICATION AND CHECKLIST

Homesite Number:

Owner Contact Information:

Architect Contact Information:

Other Design Team Member Contact Information:

CHECKLIST

- Construction Documents (working drawings and specifications) at minimum of 24 x 36 inch format, generally conforming to the approved drawings from the Preliminary Design Review Meeting. Including:
 - Site Plan
 - Floor and Roof Plans
 - Elevations
 - Sections (at least two)
 - Landscape Plan (can be part of Site Plan)
 - Sample Boards
- Construction Schedule
- Study Model or other items as required by the DRC at the Preliminary Design Review Meeting.
- Final Design Review Fee Payment of Five Hundred dollars (\$500.00) for New Construction; and additional Five Hundred Dollars (\$500.00) for each outbuilding such as barn or guesthouse; or Five Hundred Dollars (\$500) for Remodel; made payable to Stonehorse, HOA. Re-submissions must submit any required fee as directed by Stonehorse DRC.

(NOTE: see Appendix A of the most recent Stonehorse Design Guidelines for further details)

I hereby certify that all information contained within this application is accurate.

Owner / Owner Agent

Date





STONEHORSE, HOA
DESIGN REVIEW COMMITTEE
Application and Submittal Requirements for
Registration as a Qualified Professional

Name of principal or responsible party:

Business name:

Business structure (Sole Proprietorship, Corporation, or Partnership):

Contact information:

Checklist

- Provide financial statements
- Professional licensing information
- Bonding capability
- Professional insurance coverage (provide rider naming Stone Ridge Development, LLC; (\$2 million minimum liability?))
- Worker's Compensation policy and provider information.
- Proof of insurance for employees' personal vehicles on Stonehorse.
- Provide contact information for three (3) professional references and five (5) recent customer references.
- Application fee payment: Two Hundred Fifty Dollars (\$250.00); made payable to Stonehorse, HOA.





**STONEHORSE HOA
DESIGN REVIEW COMMITTEE
Construction Rules and Regulations**

Homesite Number:

Owner/Builder Contact Information:

As the authorized agent for work to be performed on this project, I agree to the following:

- 1) To abide by all requirements as listed in the Design Guidelines, specifically Section 3.0.
- 2) To provide all information as required to be listed as a Preferred Builder or Registered Builder/Contractor.
- 3) To obtain all required permits prior to commencing work. This may include:
 - a) SDRC reviews and approvals obtained
 - b) State of MT building permit
 - c) County sanitarium review
- 4) To coordinate and/or facilitate any inspection that may be required by any person responsible for professional oversight regarding any aspect of this project.
- 5) To have all existing underground facilities/services located and identified prior to conducting any activity that puts these services at risk.
- 6) To maintain a professional works location and reduce the impact of this project beyond the scope of the project location; to be aware of high-visibility issues. Those of most concern include:
 - a) Parking areas, road access and allowed axle weights are subject to seasonal conditions; check with the Stonehorse general manager through the SDRC office for current restrictions
 - b) Material and equipment storage shall be on project site and within the building envelope.
 - c) Construction activities shall be limited to *Mondays-Fridays 7am-7pm; national holidays and Saturdays 8am-6pm; Sundays Noon-6pm.*
 - d) Advance approval must be obtained for construction trailers and temporary structures.
 - e) Sanitary facilities must be provided and placed as approved by the SDRC. Commercial service must be provided twice per week, at a minimum.
 - f) Site and street to be maintained in a neat and clean condition at all times. Trash and debris must be cleaned up at the end of each workday; trash and debris must be removed from the project site at least once a week. Lightweight items must be covered or weighted down to prevent wind from blowing such materials off the construction site. Burning or burial of materials is not allowed.
 - g) Provide protection for all natural features not to be disturbed by the scope of the project. Excavation will be done in a manner that incorporates erosion-control and to reduce air-borne particles. Excess soil will be removed, not stockpiled.
 - h) Pets belonging to construction personnel are not permitted on the project site.
 - i) Security of the project is the responsibility of the builder and the owner.
 - j) Noise will be kept to a minimum. Construction equipment will be operated only within the construction time frames.
- 7) To assume liability for repair and restoration to roads and environment damaged as a result of activities on this project. Determination of damage and required repair or restoration activity shall be at the sole discretion of Stonehorse SDRC for common space, or the owner of affected private property.
- 8) Construction of the project will be completed within 18 months.

I understand that any violation of the requirements may result in removal of approval for this project, and that I may be prohibited from further involvement in this development,

Owner / Owner Agent

Date





APPENDIX B

Definition of Terms

Unless the context otherwise specifies or requires, the following words or phrases, when used in these Design Guidelines, shall have the following meanings.

Architect

A person licensed to practice architecture or landscape architecture in any of the United States.

Association

The Stonehorse Homeowners Association, LLC., a Montana non-profit mutual benefit corporation, the Members of which shall be the Owners of Homesites within Stonehorse, their successors and assigns.

Board or Board of Directors

The Board of Directors of the Association, its governing body.

Builder/Contractor

A person or entity engaged by an Owner for the purpose of constructing any improvement within Stonehorse. The Builder/Contractor and Owner may be the same person or entity.

Building Envelope

That portion of any Homesite, designated as a Building Envelope on the site plan provided by Stonehorse, and within which the construction of building's and accessory and appurtenant structures and improvements is permitted. Horizontal improvements may be developed outside of the Building Envelope, i.e. ponds, decks, fencing, provided the improvements are in compliance with the SDRC standards.

Construction

Any new construction or remodel of an existing building, facility or improvement which will require the issuance of a building permit or staging of construction materials and parking of vehicles by construction employees.

Design Guidelines

The restrictions, review procedures, and construction regulations adopted and enforced by the Design Review Committee as set forth in this document and as amended from time to time by the Design Review Committee.

Declarant

Declarant is Stone Ridge Development, LLC.

Building Draftsman/Designer

A qualified professional, as determined by the SDRC, with a verifiable history of designing quality homes consistent with those proposed for Stonehorse.

Design Review Committee (SDRC)

The committee appointed by the Declarant or the Association as provided in the Covenants, to review and either approve or disapprove proposals and/or plans and specifications for the construction, exterior additions, landscaping, or changes and alterations within Stonehorse.





Excavation

Any disturbance of the surface of the land (except to the extent reasonably necessary for planting of approved vegetation), including any trenching' which results in the removal of earth, rock, or other substance from a depth of more than four (4) inches below the natural surface of the land or any grading of the surface.

Fill

Any addition of earth, rock, or other materials to the surface of the land, which increases the natural elevation of such surface.

Final Plat

The recorded final Subdivision plat or parcel map for any portion of Stonehorse.

Improvement

Any changes, alterations, or additions to a Homesite including any excavation, fill, residence or buildings, outbuildings, roads, driveways, parking areas, walls, retaining walls, stairs, patios, courtyards, hedges, pools, fences, signs, and any structure or other improvement of any type or kind.

Homesite

Those parcels of land, together with any appurtenances, described on any Subdivision plat or parcel map filed for record in the official Records of the Clerk and Recorder of Lake County, Montana for any portion of the Stonehorse development.

Owner

The term Owner shall mean the record Owner of any Homesite or Homesites as shown on the official records of the Clerk and Recorder of Lake County, Montana. The Owner may act through an agent provided that such agent is authorized in writing to act in such capacity.

Residence

The building or buildings, including any garage, or other accessory building, used for residential purposes constructed on a Homesite, and any Improvements constructed in connection therewith.





APPENDIX C

Approved Plant List

Scientific Name	Common Name
DECIDUOUS SHADE TREES	
<i>Acer platanoides</i>	Norway Maple
<i>Acer platanoides</i> 'Crimson King'	Crimson King Maple
<i>Acer platanoides</i> 'Emerald Queen'	Emerald Queen Maple
<i>Acer platanoides</i> 'Royal Red'	Royal Red Maple
<i>Betula pendula</i>	European White Birch
<i>Betula papyrifera</i>	Paper Birch
<i>Celtis occidentalis</i>	Hackberry
<i>Fraxinus americana</i> 'Autumn Purple'	Autumn Purple White Ash
<i>Fraxinus pennsylvanica</i>	Patmore Green Ash
<i>Gleditsia triacanthos</i>	Thornless Honeylocust
<i>Populus tremuloides</i>	Quaking Aspen
<i>Prunus virginiana</i> 'Canada Red'	Canada Red Chokecherry
<i>Tillia americana</i> 'Redmond'	Redmond Linden
<i>Tillia cordata</i> 'Greenspire'	Greenspire Littleleaf Linden
ORNAMENTAL TREES	
<i>Acer ginnala</i>	Amur Maple
<i>Acer tataricum</i>	Tatarian Maple
<i>Crataegus x mordenensis</i> 'Snowbird'	Snowbird Hawthorn
<i>Sorbus aucuparia</i>	European Mountain Ash
<i>Sorbus decora</i>	Showy Mountain Ash
<i>Syringa reticulata</i>	Japanese Tree Lilac
EVERGREEN TREES	
<i>Abies concolor</i>	Concolor Fir
<i>Abies lasiocarpa</i>	Alpine Fir
<i>Picea abies</i>	Norway Spruce
<i>Picea glauca densata</i>	Black Hills Spruce
<i>Picea pungens</i>	Green Spruce
<i>Picea pungens glauca</i>	Colorado Blue Spruce
<i>Picea pungens</i> 'Fat Albert'	Fat Albert Blue Spruce
<i>Pinus aristata</i>	Bristlecone Pine
<i>Pinus mugo</i>	Mugo Pine
<i>Pinus nigra</i>	Austrian Pine
<i>Pinus ponderosa</i>	Ponderosa Pine
<i>Pinus sylvestris</i>	Scotch Pine





DECIDUOUS SHRUBS

<i>Acer ginnala</i>	Amur Maple Multi-stem
<i>Acer tataricum</i>	Tatarian Maple Multi-stem
<i>Berberis koreana</i>	Korean Barberry
<i>Berberis thunbergii</i>	Japanese Barberry
<i>Buddleia</i> spp.	Butterfly Bush
<i>Caragana aurantiaca</i>	Pygmy Caragana
<i>Cornus sericea</i>	Red Osier Dogwood
<i>Cornus sericea</i> 'Isanti'	Isanti Dogwood
<i>Cornus sericea</i> 'Flaviramea'	Yellow Twigged Dogwood
<i>Cornus stolonifera</i>	Osier Dogwood
<i>Forsythia</i> spp.	Forsythia species
<i>Kolkwitzia amabilis</i>	Beautybush
<i>Lonicera</i> spp.	Honeysuckle species
<i>Mahonia repens</i>	Grape Holly
<i>Philadelphus</i> spp.	Mockorange species
<i>Prunus americana</i>	American Plum
<i>Prunus fruticosa</i>	Groundcherry
<i>Prunus tenella</i>	Dwarf Russian Almond
<i>Ribes</i> spp.	Currant species
<i>Rosa rugosa</i>	Rugose Rose
<i>Rosa virginiana</i>	Virginia Rose
<i>Rosa wichuraiana</i>	Memorial Rose
<i>Rosa</i> 'Betty Bland'	Betty Bland Rose
<i>Rosa</i> 'Haidee'	Haidee Rose
<i>Rhus trilobata</i>	Fragrant Sumac
<i>Rhus cathartica</i>	Common Buckthorn
<i>Spiraea</i> spp.	Spiraea Species
<i>Syringa</i> spp.	Lilac Species
<i>Viburnum</i> spp.	Viburnum Species
<i>Weigela florida</i>	Old Fashion Weigela
<i>Yucca glauca</i>	Soapweed

EVERGREEN SHRUBS

<i>Buxus</i> spp.	Boxwood Species
<i>Juniperus communis</i> 'Mondap'	Alpine Carpet Juniper
<i>Juniperus horizontalis</i> 'Blue Chip'	Blue Chip Juniper
<i>Juniperus horizontalis</i> 'Hughes'	Hughes Juniper
<i>Juniperus horizontalis</i> 'Monber'	Ice Blue Juniper
<i>Juniperus horizontalis</i> 'Prince of Whales'	Prince of Whales Juniper
<i>Juniperus horizontalis</i> 'Wiltoni'	Wiltoni Blue Rug Juniper
<i>Juniperus horizontalis</i> 'Youngstown'	Youngstown Andorra Juniper
<i>Juniperus procumbens</i> 'Nana'	Dwarf Japgarden Juniper
<i>Juniperus sabina</i> 'Arcadia Juniper'	Arcadia Juniper
<i>Juniperus squamata</i> 'Blue Star'	Blue Star Juniper
<i>Picea abies</i> 'Little Gem'	Little Gem Norway Spruce
<i>Picea abies</i> 'Nidiformis'	Bird's Nest Spruce
<i>Picea abies</i> 'Pendula'	Weeping Norway Spruce
<i>Picea abies</i> 'Pumila'	Dwarf Norway Spruce
<i>Pinus mugo</i> 'Mops'	Mops Mugo Pine
<i>Pinus mugo</i> 'Tannenbaum'	Tannenbaum Pine
<i>Pinus strobus</i> 'Nana'	Dwarf Eastern White Pine





Pinus sylvestris 'Glauca Nana'

Dwarf Scotch Pine

ANNUALS, PERENNIALS, AND BULBS

<i>Achillea</i> spp.	Yarrow Species
<i>Aconitum</i> spp.	Monkshood Species
<i>Ageratum houstonianum</i>	Ageratum
<i>Ajuga reptans</i>	Carpet Bugle
<i>Allium christophii</i>	Star of Persia
<i>Allium neapolitanum</i>	Daffodil Garlic
<i>Allium ostrowskianum</i>	Lily Leek
<i>Anemone x hybrida</i>	Japanese Anemone
<i>Anemonella thalictroides</i>	Rue Anemone
<i>Anethum graveolens</i>	Common Dill
<i>Aquilegia</i> spp.	Columbine Species
<i>Aurinia saxatilis</i>	Basket of Gold
<i>Antirrhinum majus</i>	Snapdragon
<i>Arabis</i> spp.	Rock Cress Species
<i>Arisaema triphylum</i>	Jack-in-the-Pulpit
<i>Astilbe</i> spp.	Astilbe Species
<i>Bergenia</i> spp.	Bergenia Species
<i>Conwallaria majalis</i>	Lily of the Valley
<i>Coreopsis</i> spp.	Coreopsis Species
<i>Dianthus</i> spp.	Pinks Species
<i>Dicentra</i> spp.	Bleeding Heart
<i>Digitalis</i> spp.	Foxglove Species
<i>Dryopteris marginalis</i>	Wood Fern
<i>Echinacea</i> spp.	Purple Coneflower
<i>Euphorbia</i> spp.	Euphorbia Species
<i>Galium odoratum</i>	Sweet Woodruff
<i>Geranium</i> spp.	Geranium Species
<i>Helleborus</i> spp.	Hellebore Rose Species
<i>Helianthus</i> spp.	Sunflower Species
<i>Hemmeroallis</i> 'Stella de Oro'	Stella de Oro Daylily
<i>Hyacinthus orientalis</i>	Hyacinth
<i>Iberis</i> spp.	Candytuft Species
<i>Iris</i> spp.	Iris Species
<i>Lamium maculatum</i>	Deadnettle
<i>Lavendula</i> spp.	Lavender Species
<i>Liatis spicata</i>	Spike Gay-Feather
<i>Linaria vulgaris</i>	Toadflax
<i>Lobularia maritima</i>	Sweet Alyssum
<i>Lychnis coronaria</i>	Rose Champion
<i>Matteuccia struthiopteris</i>	Ostrich Fern
<i>Narcissus</i> spp.	Daffodil Species
<i>Nicotiana</i> spp.	Flowering Tobacco
<i>Papaver orientale</i>	Oriental Poppy
<i>Pelargonium</i> spp.	Scented Geranium Species
<i>Pervoskia atriplicifolia</i>	Russian Sage
<i>Pulmonaria</i> spp.	Lungwort
<i>Ranunculus</i> spp.	Buttercup Species
<i>Rudbeckia</i> spp.	Black-eyed Susan
<i>Salvia</i> spp.	Sage Species
<i>Solidago</i> spp.	Goldenrod





Stachys byzantina

Lamb's Ears

Tagetes spp.

Marigold Species

Tanacetum vulgare

Common tansy

Thymus spp.

Thyme Species

Tropaeolum majus

Nasturtium

Veronica officinalis

Spiked Speedwell

Vinca major

Large Periwinkle

Vinca minor

Periwinkle

ORNAMENTAL GRASSES

Calamagrostis x acutiflora 'KarlFoerster'

Feather Reed Grass

Deschampsia caespitosa

Tufted Hair Grass

Festuca ovina glauca 'Elijah Blue'

Blue Fescue

Helictotrichon sempervirens

Blue Oat Grass

Miscanthus sinensis'

Japanese Silver Grass

Miscanthus sinensis 'Purpurascens'

Flame Grass

Schizochryium scoparium

Little Bluestem Grass





STONEHORSE
FLATHEAD LAKE

(406) 883-5003 • (800) 511-8750 • WWW.MONTANASTONEHORSE.COM
POST OFFICE BOX 1600 • POLSON, MONTANA 59860