

Return to: **Brandy Land Limited Partnership**
137 Marco Bay Road
Somers, MT 59932



Paula Robinson, Flathead County MT by NC

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Whisper Ridge Subdivision
First Restated Declaration of Conditions, Covenants and Restrictions

THIS RESTATED DECLARATION, made this 27th day of August, 2009, by the undersigned, Brandy Land Limited Partnership.

WHEREAS, the Brandy Land Limited Partnership is the owner of certain real property known as **Whisper Ridge** according to the recorded plat thereof on file and record in the office of the Clerk and Recorder of Flathead County, Montana; and

WHEREAS, Brandy Land Limited Partnership recorded the **Whisper Ridge** Subdivision Declaration of Conditions, Covenants and Restrictions on July 7, 2008, as Document No. 200800018651, records of Flathead County, Montana; and

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WHEREAS, the **Whisper Ridge** Subdivision Declaration of Conditions, Covenants and Restrictions provides that said document may be altered or additions made thereto with the written consent of seventy-five percent (75%) of the owners of the lots, acknowledged by signature and filed with the office of the County Clerk and Recorder of Flathead County, Montana; and

WHEREAS, Brandy Land Limited Partnership is the owner of more than seventy-five percent (75%) of the lots which are subject to the **Whisper Ridge** Subdivision Declaration of Conditions, Covenants and Restrictions; and

WHEREAS, Brandy Land Limited Partnership desires to amend the **Whisper Ridge** Subdivision Declaration of Conditions, Covenants and Restrictions by recording this First Restated Declaration of Conditions, Covenants and Restrictions, for the purpose of attaching and recording the Architectural Guidelines for **Whisper Ridge** and the Landscaping Design Guidelines for **Whisper Ridge** which are attached hereto; and

WHEREAS, the undersigned desires to subject all real property in the **Whisper Ridge** Subdivision according to the recorded Plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana, to the following Conditions, Covenants and Restrictions, each and all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said



property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owners thereof:

NOW THEREFORE, Brandy Land Limited Partnership, being the owner of more than seventy-five percent (75%) of the lots in all the real property known as **Whisper Ridge**, hereby declares that the said real property is, and shall be held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants and reservations herein set forth.

The covenants, conditions and restrictions hereinafter set forth are designed to provide a uniform plan for the whole of the said subdivision.

All persons who now or shall hereafter acquire an interest in and to the above described property shall be taken and held to agree and covenant with the owner of the lots in the said subdivision and with their heirs, successors and assigns, to conform to and observe the following covenant, restrictions and conditions as to the use thereof and as to the construction of dwellings and improvements thereon.

PURPOSE, USE AND ACTIVITIES

1. LAND USE

All lots must be used only for purposes allowed by the current R-4 zoning. Rentals for more than one month or home offices or related use, which does not result in increased vehicular traffic, shall not be considered commercial use. Garage sales are permitted so long as they are limited to two per year on any one lot and do not last longer than two (2) days.

2. PROPERTY RIGHTS

2.1 Owner's Easements and Enjoyment: Every Owner, Lessee, and other member of the Association shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title of every lot,

a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the owners agreeing to such dedication or transfer has been recorded, except that the Board shall have the authority to transfer to such public agencies, authorities, or utility, any easements and rights-of-way which are intended to benefit **Whisper Ridge** and which do not have any substantial adverse affect in the enjoyment of the Common Areas by the Members.



b) The right of the Association to regulate the use of the Common Areas through the **Whisper Ridge** Rules and to prohibit access to those Common Areas not intended for use by the Members. The **Whisper Ridge** rules shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Common Areas or the safety and convenience of the users thereof, or otherwise shall serve to promote the best interests of the Owners, Lessees, and Residents.

2.2 Delegation of Use: Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

3. USE RESTRICTIONS

3.1 Animals: Dogs, cats or other small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Household pets, such as dogs, must be contained upon the Owner's lot and such pets may not be permitted to run at large at any time. All animals not confined to a cage or tethered on a lot so as to be unable to reach any boundary of the lot must be confined to a fenced area. All animal waste shall be dealt with in a timely and sanitary manner. No animals can be kept or raised on any lot for any commercial purpose what-so-ever.

3.2 Antennas, Poles and Other Structures: No antenna or other device for the transmission or reception of television or radio signals, cell phones or any other form of electromagnetic radiation shall be erected, used or attached to any building, structure or otherwise. All satellite dish receivers must be less than twenty-four inches (24") in diameter.

3.3 Building Construction: All structures shall be of new construction and of new materials. Suitable used materials such as used bricks or wood beams may be used. No Modular homes, trailer homes, mobile homes or dome style homes of any kind shall be placed on a lot. No building, from any other location, shall be moved onto any lot. All construction shall be complete within twelve (12) months from the date construction begins. All construction must conform to the Uniform Fire Code and Uniform Building Code. All construction debris must be removed and cannot be buried on any lot.

3.4 House Address: All house addresses must be visible from the road, either at the driveway or on the main residence.

3.5 Hunting: Hunting and target shooting is strictly prohibited on any lot. No discharge of firearms, fireworks or projectiles is permitted.



3.6 Landscaping:

a) All lots must be landscaped in accordance with the **Whisper Ridge** Architectural Guidelines and the Landscaping Design Guidelines for **Whisper Ridge** which are attached hereto.

b) All lots shall be landscaped from the front of the residential dwelling to the paved street within ninety (90) days of occupancy.

3.7 Lot Maintenance: No lot shall be permitted to fall into disrepair or to become unsafe, unsanitary or unsightly. All lots at all times shall be kept free of rubbish. Each owner is responsible for re-vegetation of disturbed areas due to construction and for the control and eradication of noxious weeds in accordance with the requirements of the Flathead County Weed and Parks Department or successor agency. All landscaping shall be properly maintained, watered and trimmed. All undeveloped lots shall be mowed or treated for weed control at least twice per year.

3.8 Noise and Nuisances: No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on the property. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

3.9 Signs: No signs, advertising billboards or advertising structures of any kind shall be erected, used or maintained on any residential property, except for the purpose of advertising for sale or rent of the property upon which it is erected. No For Sale or For Rent sign shall be larger than six (6) square feet. Any sign for business or professional use must be in keeping with the zoning bylaws and must be approved by the Architectural Review Committee.

3.10 Storage Tanks: Above ground water, gasoline and other storage or fuel tanks of every description are prohibited.

3.11 Structures: No structure shall be erected, altered, placed or permitted to remain on any lot other than:

- a) One single family dwelling
- b) A private garage
- c) Such appurtenant structures as are ordinarily and customarily found in first class neighborhoods for the enjoyment of the forgoing.

3.12 Subdivision of Lots: No lot shall be further subdivided in any manner. A change of boundary lines between two lots shall not be considered subdivision. Two (2) or more contiguous lots may be combined to form a smaller number of lots.



3.13 Trash Containers and Refuse Disposal: No garbage, junk, rubbish or trash of any nature shall be kept on any portion of the property, except in covered containers. Such containers shall be maintained so as to not be visible from neighboring property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. No incinerators may be used, kept or maintained on any lot. It is recommended for the occupants' safety that bear-proof containers are used for all household garbage.

3.14 Unlawful Uses: The property shall not be used in violation of any zoning law or in violation of any statute, ordinance or other law.

3.15 Utilities and Heating: All lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals must be placed in conduits or cables installed and maintained underground. The following shall not be deemed to forbid the erection of temporary power or telephone installation incident to the construction of permitted buildings or structures. No structure shall use wood or coal as a primary source of heat.

3.16 Vehicles: "Vehicle" includes automobiles, motorcycles, trailers, recreation vehicles, boats and any other powered or towed means of conveyance of every description. The parking or storage of campers, camping trailers, recreational vehicles, boats or unlicensed vehicles is prohibited unless in an enclosed garage or screened from view so as to not be visible from any other lot. No non-operable vehicles shall be parked or stored on the property outside of an enclosed building. No automotive or repair work, dismantling or painting other than minor service customarily performed by owners of automobiles shall be performed on the property outside of an enclosed garage. The use of off road motorized vehicles for recreational use on any lot is prohibited. No vehicles shall be parked or stored overnight on the subdivision roadway.

The conditions imposed upon subdivision approval are incorporated herein as part of these Covenants, Conditions and Regulations to the extent they apply to the use of the Property. (Attached hereto is a copy of the Conditional Approval of the subdivision.)

4. ARCHITECTURAL CONTROL COMMITTEE

The Whisper Ridge Architectural Guidelines attached to this Document are an integral part of these Covenants, Conditions, and Restrictions. An Architectural Control Committee is hereby formed, consisting of the Developers and such land-owners as they, from time to time, appoint. When the **Whisper Ridge** Homeowners Association is formed, the Architectural Control Committee shall consist of such persons as determined by said Association. No dwelling house or any other structure whatsoever or fence shall be erected, placed or altered on any lot until the construction plans and specifications, along with the proposed site thereof, have been approved, in writing, by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure with respect to topography and finish grade elevations. Plans must include proposed exterior colors. Approval or



disapproval by the Architectural Control Committee must be in writing. In the event the Committee fails to act within ten (10) days after the proposed plans and specifications of any structure have been submitted, in writing or in any event, if no suit to enjoin the construction has been commenced prior to the completion of an entire dwelling, no specific approval shall be required for such structure and the pertinent provisions of the Declaration shall be deemed to have been fully complied with.

5. HOMEOWNERS ASSOCIATION

The Grantee covenants and agrees that he/she or they will become and remain a member in the **Whisper Ridge** Homeowners' Association so long as the Grantee retains any interest in the property conveyed and, by accepting the conveyance, the Grantee binds himself/herself or themselves to abide by the By-Laws and reasonable Rules and Regulations of the Association which may be adopted by the Board of Directors from time to time and the Grantee agrees to pay the Association such annual dues and assessments as it's Board of Directors shall fix and determine, and said dues and assessments shall be paid at such time as the Directors shall determine.

The **Whisper Ridge** Homeowner's Association shall be formed at a time to be designated by the Developers, but no later than when seventy percent (70%) of the lots are sold and shall consist of the owners of each lot of the **Whisper Ridge** Subdivision.

The **Whisper Ridge** Homeowners' Association shall be responsible for the care and maintenance of the Common Areas and each Homeowner's use of the Common Areas will be governed by such rules as adopted by the Association. For the purpose of caring for and maintaining these Common Areas, the Board of Directors may make reasonable and annual assessments to the lot owners and such assessments may be collected in a suit subject to the provisions stated below for enforcement of the Covenants, Conditions and regulations and may become a lien upon the land by a filing by the Board of Directors of a lien which shall describe the lot, state the amount of the assessment that has not been paid, and when it was assessed. A lot owner who's lot is subject to such a lien must pay the assessment, costs for the preparation of the lien and the lien release, and all recording costs before the lien is released; the lien may also be foreclosed in the manner of foreclosure for mortgages with the prevailing party entitled to attorney fees. Common properties as used herein shall include roadways and landscaped areas within the road easements including the area designated for mail delivery service.

Lot owners are encouraged to remain active members of this Association by virtue of the acquisition of the lot.

6. GENERAL PROVISIONS

6.1 These covenants are to run with the land, and shall be binding on all parties, and all persons claiming under them, for a period of thirty (30) years from the date these Covenants, Conditions and Regulations are recorded, after which time said Covenants, Conditions and Regulations shall be automatically extended for successive



periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said Covenants, Conditions and Regulations in whole or in part.

6.2 The Grantor and every person hereinafter receiving any right, title or interest in any tract in said Property shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure, in law or in equity, against the person or persons violating or threatening to violate these restrictive Covenants, Conditions or Regulations. Any person who shall prosecute an action successfully may recover any damages resulting from such violation, and it is expressly understood by any persons purchasing this Property that, if an action is successfully brought against him for a violation of these Covenants, Conditions and Regulations that a reasonable attorney's fee shall be assessed against him in addition to any other damages.

6.3 Invalida~~tion~~ of any one of these Covenants, Conditions and Regulations by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

6.4 These Covenants, Conditions and Regulations may be altered or additions made thereto with the written consent of seventy-five percent (75%) of the owners of the lots, acknowledged by signature and filed with the Office of the County Clerk and Recorder of Flathead County, Montana. Any amendment is to be deemed effective thirty (30) days after recording or filing. Regardless of the number of persons who may be Owners of a single lot, each lot is represented by a single vote.

6.5 This First Restated Declaration of Conditions, Covenants and Restrictions of Whisper Ridge Subdivision amends and supercedes the Whisper Ridge Subdivision Declaration of Conditions, Covenants and Restrictions recorded July 7, 2008, as Document No. 200800018651, records of Flathead County, Montana.



IN WITNESS WHEREOF, we have hereunder set our hands the day and year first herein above written.

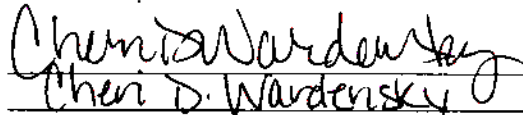
BRANDY LAND LIMITED
PARTNERSHIP

By: 
Robert J. Cherot, General Partner

STATE OF MONTANA)
 :SS.
County of Flathead)

This instrument was acknowledged before me this 27th day of August, 2009, by ROBERT J. CHEROT, known to me to be a General Partner of Brandy Land Limited Partnership.




Cheri D. Wardenzky
(Type or Print Name)
Notary Public for the State of Montana
Residing at Kalispell
My Commission expires: 8/30/2012



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Fees: \$280.00

Paula Robinson, Flathead County MT by NC

8/27/2009 2:22 PM

ARCHITECTURAL GUIDELINES
FOR

Whisper Ridge

Bigfork, Montana



Whisper Ridge Architectural Guidelines

Purpose

Whisper Ridge is designed as a luxury living neighborhood for single family homes and townhomes. The Architectural Guidelines establish a minimum level of design elements and ensures a compatible look throughout the development. Each building requires appropriate selection and use of materials. Building size and form, along with key architectural elements, will need to be designed in a manner that benefits the total development and holds each home owner to a high standard of quality.

These guidelines are intended to assist lot owners in *Whisper Ridge* through the steps of the Architectural Committee approval process. Because of the unique location of *Whisper Ridge*, several specific construction elements need to be addressed in order to provide and preserve the appeal of this neighborhood and the amenities throughout. The number of specific elements to be addressed by a homebuilder may be more detailed in *Whisper Ridge* than in other subdivisions, and this guideline is designed to assist one through the process.

The developer of this subdivision, Brandy Land Limited Partnership, believes they have compiled the most efficient and preferred steps toward obtaining the Architectural Committees approval.



1. **Preliminary Submittal [Mandatory] to the Architectural Committee:** This is intended to identify potential problems or concerns before changes or modifications in a plan might become more costly. The preliminary submittal includes a brief description of where on the lot the structure will be located, and the general appearance of each side of the structure. Because this review is preliminary, no approval or disapproval will result; only comments and feedback.
2. **Development of Plans** required by the Committee: These plans include:
 - a. Re-Vegetation Plan is a planting/replanting scheme for portions of the lot which will be disturbed by construction.
 - b. Drainage Plan shows how surface run-off water will be routed away from structures.
 - c. Grading Plan describes the final slopes and grades of a lot, including the driveway.
 - d. Erosion Plan describes the steps to be taken to reduce soil erosion on the lot.
 - e. Dust Control Plan describes how dust created during the construction period will be contained.
3. **Final Submittal to the Architectural Committee** of detailed building plans and the above-noted site plans (R-Vegetation, Drainage, Grading, Erosion and Dust). This allows the Committee to review and approve the building plans, including such specific items as exterior colors, roof materials and final design. Many of these items, (e.g. exterior lights and gas meter location), focus a homeowner's attention to details often determined by contractors without owner input.
4. **Zoning Compliance** In the application of these guidelines the design and construction shall comply with all PUD zoning and subdivision regulations.



STEPS TO APPROVAL

1. Preliminary Submittal
2. Development of Plans
3. Construction Submittal to the Architectural Committee
4. Zoning Compliance

The next few pages are checklists to assist one through each of the steps described above. At first glance, these checklists may appear lengthy, but most items will be addressed in any home construction. These lists merely promote forethought and organization.

*** PLEASE NOTE ***

1. Architectural Committee approval is valid for one year. If construction has not begun in that time, a new application must be made.
2. The Architectural Committee assumes no liability for encroachments into platted setbacks, easements or no-build zones. Be sure to check the plat of your lot and property lines to avoid encroachment problems.
3. Any change in the exterior from an approved application must be resubmitted to the Architectural Committee for approval. Changes or modifications to an existing structure may not need to follow all the steps described above.

**PRELIMINARY SUBMITTAL**

Date Received: _____ By: _____

Property

Owner(s): _____

Address: _____

Telephone: () _____

Architect/Designer: _____

Telephone: () _____

Contractor: _____

Telephone: () _____

Submittal for:

☐ New Construction☐ Alteration

Lot Number: _____

☐ Townhouse☐ Single Family

Area (square footage) of house: _____

The Architectural Committee exists at *Whisper Ridge* to maintain high standards for design and use of homes and property. When an owner wishes to construct a home or other improvement, remodel an existing home, or otherwise alter a building lot, application must be made to the Committee using this form. Completion of the following pages will provide the Committee with a portion of the information necessary to review the proposed construction for compliance with the Covenants, Conditions and Restrictions.



Whisper Ridge DEVELOPMENT ARCHITECTURAL COMMITTEE CHECKLIST (PRELIMINARY SUBMITTAL)

The following is a list of items that should be included in the Preliminary submittal and will be considered by the Architectural Committee prior to any response to the preliminary submittal.

A. SITE PLAN (May be Schematic Plan)

- ☐ 1. Minimum scale: 1" = 20'
- ☐ 2. Building location (house, garage)
- ☐ 3. Property lines and dimensions
- ☐ 4. Existing tree/vegetation locations
- ☐ 5. Driveway, parking areas, walks, patios, decks
- ☐ 6. North arrow
- ☐ 7. Setbacks, easements and no-build zones
- ☐ 8. Footprint coverage (% of lot area)
- ☐ 9. Driveway grades

B. FLOOR PLAN(S) (May be Schematic Plan)

- ☐ 1. Minimum Scale: 1/4" = 1'-0"
- ☐ 2. Door and window openings
- ☐ 3. Exterior walls
- ☐ 4. Stairways
- ☐ 5. Decks, porches and patios
- ☐ 6. North arrow

C. BUILDING ELEVATIONS (Two Views) (May be Schematic Plan)

- ☐ 1. Scale 1/4" = 1'-0", showing major exterior building features
- ☐ 2. Roof - note materials
- ☐ 3. Siding
- ☐ 4. Door and window openings



Whisper Ridge DEVELOPMENT ARCHITECTURAL COMMITTEE SUBMITTAL FORM AND APPLICATION

CONSTRUCTION SUBMITTAL

Date Received: _____ By: _____

Property
Owner(s) _____

Address: _____

Telephone () _____

Architect/Designer: _____

Telephone () _____

Contractor: _____

Telephone () _____

Submittal for:

_____ New Construction

_____ Alteration

Lot Number: _____

Area (square footage) of house: _____

Estimated completion date of all exterior work including
landscaping: _____

The Architectural Committee exists at *Whisper Ridge* to maintain high standards for design and use of homes and property. When an owner wishes to construct a home or other improvement, remodel an existing home, or otherwise alter a building lot, application must be made to the Committee using this form. Completion of the following pages will provide the Committee with a portion of the information necessary to review the proposed construction for compliance with the Covenants.



Whisper Ridge DEVELOPMENT ARCHITECTURAL COMMITTEE

CHECKLIST (CONSTRUCTION SUBMITTAL)

The following is a list of items that should be included in the Construction Submittal and will be considered by the Architectural Committee prior to approval of any proposed construction. **All plans submitted to the Architectural Committee must be professionally drawn and submitted in duplicate sets.**

A. SITE PLAN

- ☐ 1. Existing and finish grades and drainages
- ☐ 2. Minimum scale: 1" = 20'-0"
- ☐ 3. Building location (house and garage)
- ☐ 4. Property lines and dimensions
- ☐ 5. Existing tree/vegetation locations
- ☐ 6. Driveway, parking areas, walks, patios, decks (indicate materials and grades)
- ☐ 7. Privacy screening, fences, dog kennels and runs, etc. (show elevations, details and materials on elevation sheets)
- ☐ 8. North arrow
- ☐ 9. Setbacks, easements and no-build zones
- ☐ 10. Location of utility services, meters
- ☐ 11. Footprint coverage (% of lot area)

B. FLOOR PLANS

- ☐ 1. Minimum Scale: 1/4" = 1'-0"
- ☐ 2. Door and window openings
- ☐ 3. Exterior walls
- ☐ 4. Stairways
- ☐ 5. Exterior lights (location, mounting heights and styles of fixture)
- ☐ 6. Decks, porches and patios
- ☐ 7. Electric and gas meter locations
- ☐ 8. North arrow
- ☐ 9. Square footage of each floor, plus total square footage including garage, and total footprint



C. BUILDING ELEVATIONS (All Views)

- ____ 1. Scale: 1/4" = 1'0", showing ALL exterior building features
- ____ 2. Roof - note materials (if materials or direction of application are a feature of the design, so indicate)
- ____ 3. Siding (graphically show and note material and direction of application)
- ____ 4. Door and window openings - graphically indicate type (e.g. casement or single hung windows, sliding or swinging doors), style (e.g. paneled or flush doors, full glass or "divided lite" windows) size and location
- ____ 5. Trim - graphically show and note type and size of trim at windows, doors, corners, etc.
- ____ 6. Railings, decks, privacy screens, fences - indicate relationship to composition of house, note materials
- ____ 7. Roof and attic vents shown on plan set, locations, types, and finishes
- ____ 8. **IMPORTANT:** Note generically ALL exterior materials and finishes (e.g. Painted Hardboard Siding, Stained Wood Siding) on these drawings (include more detailed information on materials)

D. LANDSCAPE PLAN All lots must be landscaped in accordance with the landscape guidelines for Whisper Ridge which are attached hereto. The landscape plan may be submitted after the final approval of the construction application for the structure. **The landscape plan must be approved by the Committee before installation or planting, and plantings done without written approval may be required to be removed.** The Covenants require landscaping to be completed within 90 days of occupancy, weather permitting. The landscape plan should address:

- ____ 1. Sodded or seeded areas and ground cover areas indicated
- ____ 2. Planter areas indicated describing type of surfacing material(bark, rock)
- ____ 3. Planting materials; size at time of planting, species
- ____ 4. Screening of mechanical units and meters shown
- ____ 5. Berms indicated
- ____ 6. Planting to soften fencing and privacy screens
- ____ 7. Erosion Control elements

(This space intentionally left blank)



A. Permitted Site and Building Materials

1. Wall material permitted:
 - Hardiplank shingles or approved equal, lap siding, board and batten – stained
 - Cedar lap siding – stained
 - Brick veneer
 - Stone veneer
 - Natural stone
 - Cultured stone
2. Trim:
 - Prime trim 5/4 6" minimum at corners
 - 2x cedar
3. Roof Materials:
 - Asphalt Roofing to be Class A or B roofing – minimum 30 year.
 - All metal roofing to be a minimum 24 gauge, style to be approved by the Architectural Review Committee.
 - All other roofing materials such as slate, cement tiles, etc. to be approved by the Architectural Review Committee.
4. Window's, doors, skylights, entrances:
 - All windows to be metal clad, high quality wood or vinyl (no white) with Low E glazing.
 - All patio doors to be metal clad, vinyl or stained wood to match windows
 - All exterior doors to be high quality wood, metal, or clad painted or stained to match the exterior color scheme
 - All front entry doors to be wood solid core, metal or high quality fiberglass
 - All garage doors to be insulated metal or wood, painted to match the body of home or accent wood
5. Exposed chimney / flue enclosures:
 - All chimneys shall have stone, brick, veneer or siding to conceal flues and must match homes
6. Trellises, deck, stairs, porches, railings, balconies and architectural elements:
 - Trellises, deck, stairs, porches shall have wood, solid or synthetic decking, wood or built-up columns constructed out of approved materials, with stone, brick or concrete bases
 - Railings shall be wood or metal with design approved by Architectural Review Committee



7. Landscape retaining walls and fences:

- All landscape retaining walls to be either natural stone or "keystone" style or approved equal
- All perimeter fencing to be split rail or cedar wood colored natural or stained to match the building. Dog kennel or other fencing shall be adjacent to the building and must return to the building at each end.
- Maximum height of any fence shall not exceed 5'-0".
- No fence shall extend forward of the forward edge of the building.
- Any dog kennel needs to be approved by Architectural Review Committee

8. Driveways, sidewalks, and curbs:

- All driveways to be of a hard, dust free surface such as asphalt, concrete or brick pavers. Gravel is not permitted.
- All sidewalks to be of a hard, dust free material.
- All curbs to be concrete

9. Building and site material colors:

- All colors, including the roof color, to be true natural colors with final exterior colors approved by the Architectural Review Committee.

(This space intentionally left blank)



B. Material Applications, Configurations, and Requirements

1. Exterior walls:

- All exterior walls shall have a maximum of 70% of a single clapping material
- All brick and stone veneer must extend past corners a minimum of 24" on all exterior walls
- A minimum 6" wide corner board, barge board, cornice, and eave trim shall be required
- A maximum 6" exposure on horizontal siding shall be permitted
- Vertical board and batten shall be spaced a minimum of 12" On center with battens to be a minimum 2 ½" and a maximum 4" Board
- A minimum 12" belly bans with metal drip edge will be required at all siding locations at the base of the walls where stone or brick veneer is not used
- A minimum of 200 square feet of stone or brick veneer material is required at the front of each home.

2. Roofs, awnings, gutters, and roofing accessories:

- Main roofs shall be 5:12 minimum to 12:12 maximum
- In accordance with the Whisper Ridge PUD Overlay Zoning recorded July 2, 2008, maximum building height shall be 35 feet for the Principal Residence and 18 feet for an Accessory Structure to be measured in accordance with Section 7.03.090 of the Flathead County Zoning Regulations
- All upper level loft design shall be constructed within the roof lines. Upper levels and lofts may have gable or shed dormers to break-up the roof lines.
- All eaves shall be at least 24" deep on the horizontal eaves and 12" deep on the rake end eaves. Rafters may be exposed or soffit
- Porch and dormer roofs shall be a minimum 4:12
- No flat roofs are permitted

3. Windows, doors, entrances, and accessories:

- All buildings shall have a front porch. The porch shall be Covered and have a minimum depth of 7'0". Each porch shall have a minimum 50 sq. ft.
- Windows and doors may be grouped together in a variety of configurations. All doors and windows are required to be trimmed.
- Each façade of the building shall have at least one door or window to break-up a wall facade



- All windows shall have low E glazing. Only metal factory applied tinting is permitted. No color or smoked glazing is permitted. Stain glass shall be permitted in limited areas.

4. Decks, stairs, and patios:

- All architectural elements projecting 16" or greater shall be supported by columns, beams, or knee braces. Sized in proportion with the building.

5. Landscaping:

- All applicants shall provide a landscape plan for review.
 - Each landscape plan shall have an irrigation plan designed for the landscaping.
- Defensible space standards shall be incorporated around all primary structures.

6. Private driveways:

- All private driveways shall be concrete with a maximum width of 18' and 24' at curbs.
- Shall not exceed driveway grades as called out by the Flathead County Subdivision Regulations

7. Site lighting / HVAC units:

- All site lighting shall be approved by the Architectural Review Committee.
- Driveway lighting may be permitted with approval
- No yard lights that cast light upwards shall be permitted
- All air conditioning fan coil units shall be screened by either landscaping or approved fencing.

8. Repetitive house designs:

- No repetitive house designs are permitted unless they are approved by Architectural Review Committee. Townhome designs may be repetitive with similar architectural elements.

9. Garages, carports, storage sheds, and porte-cochere:

- Garages shall be encouraged to not face the front where possible.
 - Garage door scale will be a maximum of 12'0" height
- .Each garage to have a concrete apron that extends a minimum of 6'

C. Sizes of Architectural Building Elements

- All single family residences shall have a minimum of 2000 sq. ft.



D. Home Fire Sprinkler Systems

A NFPA 13D automatic fire sprinkler protection system, although not mandatory, is strongly encouraged by the developer.

Each lot has been serviced with two water supply curb stops: one to accommodate a 1" line for the domestic water and one to supply a separate 1 1/2" line to supply water for a fire suppression system.

(This space intentionally left blank)



OUTLINE SPECIFICATIONS OF PROPOSED MATERIALS

____ 1. Site Work

a. Driveways and Parking Areas

b. Walks

c. Patios

d. Decks

e. Screens and Fences

f. Retaining walls

____ 2. Foundation - type and finish

____ 3. Exterior Masonry

a. Types

b. Locations

c. Finishes (colors)

____ 4. Exterior Wood

a. Siding (species, grade, pattern, color)

b. Trim (species, grade and color)

c. Fascia (species, grade, color)

d. Soffit (color)

(Use additional pages if necessary)



____ 5. Other Exterior Materials

a. Siding (color)

b. Trim (color)

c. Fascia (color)

d. Soffit (color)

e. Garage door (material and color)

f. Windows (color)

____ 6. Roof

a. Roofing Materials/Color (Submit samples)

b. Flashing Materials (type and color)

c. Skylights

(Use additional pages if necessary)

Initial color selections may be modified with the approval of the Architectural Committee by other color schemes that are similar in tone and in harmony with the surrounding area. All changes in color scheme must be approved by the Architectural Committee before installation.



Definitions

The following words, terms, and phrases are hereby defined as follows and shall be interpreted as such throughout these Architectural Guidelines. Terms not herein defined shall have the meaning customarily assigned to them or such as the context may imply.

ACCESS: The right to cross between public and private property, thereby permitting pedestrians and vehicles to enter and leave property.

ACCESSORY BUILDING: A subordinate building, the use of which is incidental to that of a main building and located on the same lot therewith.

ACCESSORY USE: A use customarily incidental, appropriate, and subordinate to the principal use of land or buildings and located upon the same lot therewith.

ALTERATION: As applied to a building or structure, a change or rearrangement in the structural parts or an enlargement, whether by extending a side or by increasing its height, or structural changes, other than repairs, that would affect safety. The term "alter" in its various modes and tenses and its practical forms, refers to the making of an alteration.

AREA, BUILDING: The total area taken on a horizontal plane at the main grade level of the principal building and all necessary buildings exclusive of uncovered porches, terraces, and steps.

AVERAGE GROUND ELEVATION: The elevation of the mean finished grade at the front of the structure.

BASEMENT: A story partly or wholly underground. For the purposes of height measurement, a basement shall be counted as a story when more than one-half of its height is above the average ground elevation.

BUFFER ZONE: A zone of vegetative cover sufficient to restrict visual blight.

BUILDING: Any structure having a roof supported by columns or by walls, including tents, yurts, teepees, sheds, mobile homes, and similar structures whether stationary or movable.

BUILDING AREA OF A LOT: That portion of a lot bounded by the required rear yard; side yards, and the building setback line.

BUILDING, MAIN OR PRINCIPAL: A building in which is conducted the principal use of the lot on which it is situated.

BUILDING SETBACK: A line delineating the minimum allowable distance between the property lines and a building on a lot, within which no building or other structure shall be placed except as otherwise provided.

BUILDING SETBACK LINE, FRONT: A line delineating the minimum allowable distance between the edge of the Whisper Ridge Drive private road easement and the front of a building on a lot and is parallel to or concentric with the private roadway easement.

BUILDING SETBACK LINE, REAR: A line delineating the minimum allowable distance between the back property line and the building on the lot. The side setback line extends from the front of the building setback line to the rear



building setback line.

COMMON SPACE: Land in Whisper Ridge that is held in common ownership by the landowners of that residential development and can be used for amenity or recreational purposes.

COVERAGE: The lot area covered by all buildings and impermeable surfaces located thereon, including the area covered by all overhanging roofs.

CUSTOMARY HOME OCCUPATION: A gainful occupation or profession conducted by a family member residing on the premises and conducted entirely within the principal dwelling unit, and as defined by the Flathead County Zoning Regulations.

DEVELOPER: Any individual, firm, corporation, association, partnership, or other entity involved in the development of land for itself, Agency, or others.

ELEVATION: A flat scale drawing of the front, rear, or side view of a building. Also a height relative to a station point regarding grade.

FLOOR AREA: The sum of the gross floor area for each of the stories under roof, measured from the exterior limits or faces of a building or structure.

GRADE, FINISHED: The completed surfaces of lawns, walk, and roads brought to grades as shown on plans or designs.

HEIGHT OF BUILDING OR STRUCTURE: The vertical distance from the point, on natural grade, at the center of a lot where the diagonals intersect, to the highest point of the building or structure.

LAND-DISTURBING ACTIVITY: Any land disturbing activity including cutting, filling, borrowing, stockpiling, or other activity where material or ground cover is removed or altered.

LOT or HOMESITE: A piece, plot, or parcel of land in one ownership, which may include one or more lots of record, occupied or to be occupied by one principal building and its accessory buildings.

LOT, AREA: The total surface land area included within lot lines.

LOT, CORNER: A lot of which at least two adjoining sides abut their full lengths on a street, provided that the interior angle at the intersection of two such sides is less than 135°.

LOT, DEPTH: The average distance from the street line of the lot to its rear line, measured in the general direction of the side lines of the lot.

LOT, FRONTAGE: That dimension of a lot or portion of a lot abutting on a street.

LOT LINE: The boundary dividing a given lot from the street or adjacent lots.

LOT, WIDTH: The width of a lot at the building setback line measured at right angles to its depth.

MINIMUM FLOOR ELEVATION: The lowest elevation permissible for the construction, erection, or other placement of any floor, including a basement floor.

OWNER: The entity in whom or which is vested the ownership, dominion, or title of property so far as the law permits. This could include a firm, partnership, corporation, joint venture or Federal, State or local agency, as well as an individual.

PLANS AND SPECIFICATIONS: A site plan, design drawing, specifications, grading, access, landscaping and other plans, which illustrates the intended development scheme.

PRICIPAL USE: The specific primary purpose for which land or a building is used.



PUBLIC WATER: A municipal, Development, or utility district water treatment and distribution system of a type approved by the Montana Department of Environmental Quality.

RECREATIONAL VEHICLE: Travel Trailer, Motor Home, Boat or Watercraft.

ROADWAY: The actual road surface, including necessary road shoulders, drainage facilities, ditches, curbs, and gutters, which is used to transport motor vehicles.

SIGN OR OTHER ADVERTISING DEVICE: Any structure or part thereof or device attached thereto or represented thereon which shall display or include any letter, words, model, banner, flag, pennant, insignia, or any representation used as, or which is in the nature of, an announcement, direction, or advertisement. The word "sign" does not include the flag, pennant, or insignia of any nation, State, County, or other political unit.

SIGN, OFF-PREMISE: A remote sign relating to a product, service, or establishment that is on the premises on which the sign to which the sign is referring.

SIGN, ON-PREMISE: A sign relating to a product, service, or establishment that is on the premises on which the sign is located.

SITE: Any tract, lot, or parcels of land or combination of tracts, lots, or parcels of land which is in one ownership or is continuous and in diverse ownership where grading, construction, or development is to be performed as part of a unit, subdivision, or project.

STRUCTURE: Any combination of materials, including buildings, constructed or erected, the use of which requires location on the ground or attachment to anything having location on the ground and including, among other things, signs, billboards, retaining walls, decks and fences.

TRANSOM: The window placed directly over a window or door, may be a fixed or operable window.

USE: The purpose under these standards for which land or a building or other structure is designed, arranged, or intended, or for which it is or may be occupied or maintained.

WRARC: Whisper Ridge Architectural Review Committee.

YARD: An open space on the same lot with a principal building, open, unoccupied, and unobstructed by buildings from the ground to the sky except as otherwise provided in this resolution, provided that accessory buildings may be located in a rear yard.

YARD, FRONT: The yard extending across the entire width of the lot between the nearest part of the principal building, including porches, and the front lot line.

YARD, REAR: The yard extending across the entire width of the lot between the nearest part of the principal building, including porches, and the rear lot line.

YARD, SIDE: The required space unoccupied, except as herein provided, measured between the side lot line and the nearest point of the principal building and between the front yard and the rear yard.



Paula Robinson, Flathead County MT by NC

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Fees: \$280.00
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LANDSCAPE DESIGN GUIDELINES FOR

Whisper Ridge

Bigfork, Montana



Whisper Ridge Landscape Design Guidelines

Objective

These Landscape Guidelines are intended to promote an overall feeling of continuity in the beautiful and natural surroundings of the *Whisper Ridge* subdivision while at the same time allowing for each homeowner to express their own personality and choices in their individual landscape designs that suits their lifestyle.

The recommended plant selections are either native plants or plants that have become adapted to the area and our growing season, are hardy with minimal care and are in harmony with the natural, informal surroundings. They are designed to aid in softening the transition from the natural areas to the individual lots. Where possible the preservation of existing old growth trees is strongly encouraged.

These guidelines are meant to be just that, a guideline to help maintain a feeling of continuity in the neighborhood without curtailing each individual's creativity. They are a tool to assist you in your landscape design not a mandate. If you have plant species you would like to include in your landscape design that are not on the recommended plant list you are encouraged to submit them to the Committee for approval. Each submittal will be taken under careful review.

The goal is to enhance the appearance of each home and the overall feeling of continuity in the neighborhood.



Paula Robinson, Flathead County MT by NC

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Site Preparation

Site grading should conform as much as possible to the existing topography to maintain the natural drainage and terrain. In some areas retaining walls may be necessary to facilitate terracing, to aid in proper drainage or materials retention. All such structures should be designed using materials that maintain the natural look of the surroundings and adjoining landscape. Engineering approval may be deemed necessary for walls beyond a certain height or length. Such approval will be the responsibility of the homeowner.

The importing or exporting of any soil materials from the lot is the responsibility of the lot owner. Care must be given so natural surface draining will work with the adjoining existing topography. Underground drainage systems are discouraged in favor of on-grade impervious systems. When in doubt the use of a civil engineer is highly recommended. Only clean, natural fill can be introduced to any lot.

Common areas and neighboring properties must be protected during all construction work by fences or other suitable barriers. It is essential that adequate provisions are made to prevent any surface drainage from damaging public, common or private property, both during and after construction.

Construction Timelines

The Landscape Plan must be approved by the Architectural Review Committee before commencement of any landscape activity or plantings.

The Covenants require landscaping to be completed within 90 days of occupancy, weather permitting. An extension may be granted for extenuating circumstance upon written request.

There is no requirement on the part of a homeowner to landscape that portion of their lot back of the forward edge of the house. Side yards and back yards can be left in their natural state if desired.



Landscape Elements

Irrigation

- . Areas that have been landscaped must utilize a water efficient automatic irrigation system. Any areas left natural need not be irrigated.
- . No over spraying of irrigation water onto neighboring property or roadways is permitted.

Walls and Fences

- . All landscape retaining walls to be either natural stone or "keystone" style bricks or approved equal.
- . All perimeter fencing to be split rail or cedar wood colored natural or stained to match the building.
- . Dog kennel or other fencing shall be adjacent to the building and must return to the building at each end. Any dog kennel needs to be approved by the Architectural Review Committee.
- . The maximum height of any fence shall not exceed 5'-0".
- . No fence shall extend forward of the forward edge of the building.

Site Lighting

- . All sight lighting must be approved by the Architectural Review Committee.
- . No yard lights that cast light upward so as to spread light to adjacent property shall be permitted.
- . A light with an internal reflector to minimize the spread of light should be used to illuminate the homes address.
- . All exterior wiring to be underground.

Spas, Pools and Hot Tubs

- . Any outdoor spa, pool or hot tub must be fully integrated into the existing site terrain.
- . Back washing water cannot be discharged into the sewer system or adjoining property.

Outdoor Living Spaces

- . The design of any outdoor living areas such as patios, decks, kitchens, fireplaces and gazebos, etc. must be compatible with the overall design of the



main building.

- . The location of all outdoor facilities must comply with the building set backs as provided in the Covenants,

General Guidelines

- . Fire hydrants must have a 3 foot visual path free of bushes or plant material so as to not hide them from view from the street.
- . Electrical pedestal shall not be removed.
- . Trees, bushes and other plantings must not protrude onto an adjacent property or into the roadway.
- . All landscaping must be kept properly pruned and maintained.
- . Defensible space standards must be incorporated around all primary structures.
- . No exposed propane tanks or trash receptacles are permitted.
- . No artificial sod or plants are permitted.
- . Each lot owner is responsible for all work performed by a contractor and the contractor's employees including any action by the contractor that results in damages to an adjoining property, the common area or the roadway.
- . Each lot owner is responsible for ensuring any general contractor follows the approved guidelines and keeps the construction project neat and orderly. All trash must be removed daily and the roadway and adjoining property must be kept clear and be cleaned daily.
- . All alterations to an approved plan must be approved in writing.

Undeveloped Lots

- . Each owner is responsible for maintaining their lot in a clean and safe condition. If necessary the Homeowners Association will notify the lot owner of any conditions that need to be addressed and corrected. If no response action is taken within 30 days after mailing of the written notice, the Association has the right to correct the situation and charge the owner with all costs incurred.



Recommended Trees

Deciduous

Acer ginnala: Amur Maple
Acer glabrum: Rocky Mountain Maple
Acer griseum: Paperbark Maple
Acer rubrum: Red Maple
Acer tataricum: Tatarian Maple
Alnus viridis: Mountain Alder
Alnus tenuifolia: Thinleaf Alder
Celtis occidentalis: Common Hackberry
Betula nigra: River Birch
Betula occidentalis: Water Birch
Betula papyrifera: Paper Birch
Betula platyphylla 'Whitespire': Whitespire Birch
Crataegus douglasii: Black Hawthorn
Crataegus x mordenensis 'Snowbird': Snowbird Hawthorne
Malus cv. Indian Summer: Indian Summer Crab
Populus tremuloides: Quaking Aspen
Prunus americana: American Plum
Prunus maackii: Amur Chokecherry
Prunus padus: European Birdcherry
Prunus virginiana: Chokecherry
Prunus virginiana 'Canada Red': Canada Red Chokecherry
Sorbus decora: Showy Mountain Ash
Sorbus hybrida: Oakleaf Mountain Ash
Syringa reiculata: Japanese Tree Lilac

Evergreen

Abies balsamea 'Nana': Dwarf Balsam Fir
Abies concolor: Concolor Fir
Abies lasiocarpa: Subalpine Fir
Juniperus scopulorum: Rocky Mountain Juniper
Larix decidua: European Larch
Picea abies: Norway Spruce



Picea pungens: Colorado Spruce
Picea pungens 'Fat Albert': Fat Albert Blue Spruce
Picea pungens 'Glauca': Colorado Blue Spruce
Picea pungens 'Montgomery': Montgomery Spruce
Pinus aristata: Bristle Cone Pine
Pinus nigra: Austrian Pine
Pinus mugo 'Tannenbaum': Tannenbaum Pine
Pinus ponderosa: Ponderosa Pine
Pinus strobes 'Nana': Dwarf Eastern White Pine
Pinus sylvestris: Scotch Pine
Pseudotsuga menzeisii: Douglas Fir

Recommended Shrubs:

Deciduous

Acer ginnala: Amur Maple multi-stem
Acer tataricum: Tatarian Maple multi-stem
Amelanchier spp.: Serviceberry species
Aronia melanocarpa: Black Chokeberry
Aronia arbutifolia 'Brilliantissima': Red Chokeberry
Berberis koreana: Korean Barberry
Berberis thunbergii: Japanese Barberry
Buddleia spp.: Butterfly Bush species
Caragana aurantiaca: Pygmy Caragana
Cercocarpus montanus: Mountain Mahogany
Chaenomeles japonica 'Cameo': Cameo Quince
Cotoneaster lucidus: Peking Cotoneaster
Cornus alba 'Bail Halo': Ivory Halo Dogwood
Cornus sericea: Red Twig Dogwood
Cornus sericea 'Isanti': Isanti Dogwood
Cornus sericea 'Flaviramea': Yellow Twig Dogwood
Cornus stolonifera: Osier Dogwood
Euonymus alatus: Burning Bush
Forsythia spp.: Forsythia species
Lonicera spp.: Honeysuckle species
Mahonia repens: Creeping Mahonia
Perovskia artiplicifolia: Russian Sage
Philadelphus spp.: Mockorange species



Physocarpus opulifolius 'Darts Gold': Dart's Gold Ninebark
Potentilla fruticosa var.: Potentilla varieties
Prunus americana: American Plum
Prunus cistena: Purple Leaf Sand Cherry
Quercus gambelii: Scrub Oak
Ribes spp.: Currant species
Rosa rugosa var.: Rugosa Rose varieties
Rhus trilobata: Fragrant Sumac
Rhus cathartica: Common Buckthorn
Salix purpurea 'Nana': Dwarf Arctic Blue Willow
Sambucus canadensis 'Aurea': Golden Elder
Sambucus nigra 'Guincho Purple': Purple Elder
Shepherdia argentea: Silver Buffaloberry
Spiraea spp.: Spirea species
Syringa spp.: Lilac species
Symphoricarpos albus: Snowberry
Symphoricarpos orbiculatus: Indian Currant Coralberry
Viburnum spp.: Viburnum species

Evergreen

Arctostaphylos uva-ursi: Kinnikinnick
Cotoneaster apiculatus: Cranberry Cotoneaster
Cotoneaster horizontalis: Rock Cotoneaster
Chamaecyparis spp.: Threadbranch species
Juniperus chinensis 'Spartan': Spartan Juniper
Juniperus communis 'Mondap': Alpine Carpet Juniper
Juniperus horizontalis 'Bar Harbor': Bar Harbor Juniper
Juniperus horizontalis 'Blue Chip': Blue Chip Juniper
Juniperus horizontalis 'Hughes': Hughes Juniper
Juniperus horizontalis 'Monber': Icee Blue Juniper
Juniperus horizontalis 'Prince of Whales': Prince of Whales Juniper
Juniperus horizontalis 'Wiltoni': Wiltoni Blue Rug Juniper
Juniperus horizontalis 'Youngstown': Youngstown Andorra Juniper
Juniperus sabina 'Arcadia Juniper': Arcadia Juniper
Juniperus sabina 'Buffalo': Buffalo Juniper
Juniperus scopulorum 'Moonglow': Moonglow Juniper
Juniperus squamata 'Blue Star': Blue Star Juniper
Juniperus virginiana 'Skyrocket': Skyrocket Juniper



Mahonia aquifolium: Oregon Grape Holly
Picea abies 'Little Gem': Little Gem Norway Spruce
Picea abies 'Nidiformis': Birds Nest Spruce
Pinus mugo 'Mops': Mops Mugo Pine
Pinus mugo 'Slowmound': Slowmound Mugo Pine
Taxus x media 'Densiformis': Dense Spreading Yew

Recommended Perennials:

Ornamental Grasses

Calamagrostis x acutifolia 'Karl Foerster': Karl Foerster Grass
Calamagrostis x acutifolia 'Overdam': Feather Reed Grass
Deschampsia caespitosa: Tufted Hair Grass
Festuca ovina glauca 'Elijah Blue': Blue Fescue Grass
Helictotrichon sempervirens: Blue Oat Grass
Miscanthus sinensis: Maiden Hair Grass
Miscanthus sinensis 'Purpureus': Purple Flame Maiden Grass
Panicum virgatum 'Heavy Metal': Heavy Metal Switch Grass
Pennisetum alopecuroides 'Hameln': Hardy Fountain Grass
Schizochryium scoparium: Little Bluestem Grass

Perennials

Achillea spp.: Yarrow species
Aconitum spp.: Monkshood species
Ajuga reptans: Carpet Bugle
Aquilegia spp.: Columbine species
Aurinia saxatilis: Basket of Gold
Arabis spp.: Rock Cress species
Astilbe spp.: Astilbe species
Bergenia spp.: Bergenia species
Coreopsis spp.: Coreopsis species
Cerastium tonemtosum: Snow-in-Summer
Dianthus spp.: Pinks species
Digitalis spp.: Foxglove species
Echinacea spp.: Coneflower species
Gaillardia spp.: Blanket Flower species
Geranium spp.: Geranium species
Heleborus spp.: Hellebore Rose species



Hemerocallis spp.: Daylily species
Iris spp.: Iris species
Lamium maculatum: Deadnettle
Lavendula spp.: Lavender species
Leucanthemum spp.: Shasta Daisy species
Liatris spicata: Spike Gay Feather
Linum perenne: Blue Flax
Lupinus: Lupine species
Monarda spp.: Bee Balm species
Narcissus spp.: Daffodil species
Papaver spp.: Poppy species
Penstemon spp.: Penstemon species
Polemonium caeruleum: Jacob's Ladder
Pulsatilla vulgaris: Pasque Flower
Rudbeckia spp.: Black-eyed Susan species
Salvia spp.: Sage species
Sedum spectabile 'Autumn Joy': Autumn Joy Sedum
Sempervivum: Hens and Chicks
Stachys bysantina: Lamb's Ear
Thymus spp.: Thyme species
Veronica spp.: Veronica species



Whisper Ridge Development Landscape Design Submittal Form and Application

Date Received: _____ By: _____

Property Owner (s): _____

Address: _____

Telephone: () _____

Landscape Architect/ Designer: _____

Telephone: () _____

Contractor: _____

Telephone: () _____ License Number: _____

Submittal for: _____ New Construction _____ Alteration

Lot Number: _____ Estimated Completion date: _____

**Please attach detailed drawings and description of proposed
landscape plan including plant species and sizes, Materials
and Finishes**

Number of pages and or exhibits submitted: _____ pages _____ exhibits

The Architectural Review Committee exists at *Whisper Ridge* to maintain high standards for design and property values. When an owner wishes to landscape a lot or make alterations to an existing landscape design, application must be made to the Committee using this form. Completion of the following pages will



provide the Committee with the information necessary to review the proposed design for compliance with the Covenants and Landscape Guidelines.

Whisper Ridge Development Landscape Design Check list

Hard-scape

Driveway, color and material _____

Walkways, color and material _____

Patios/ Other, color and material _____

Outdoor Living Space, provide general description including materials and dimensions.

Decks, and Patios: _____

Fireplaces/ Fire Pits: _____

Free Standing Lighting: _____

Kitchen Areas/ Bars: _____

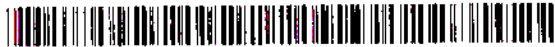
Storage Units: _____

Erosion Control Elements: _____

Retaining Walls: _____

Fencing: _____

Water Features: _____



By signing this application we submit that we have read and fully understand the Architectural and Landscape Design Guidelines, the Covenants, Conditions and Regulations of the *Whisper Ridge* development and agree to abide by them as recorded.

Signature of Owner (s) _____

Signature of Contractor _____

Proposed Landscape Design Request and exhibits approved by:

_____ Date Approved: _____

_____ Date Approved: _____

Return to: **Brandy Land Limited Partnership**
 137 Marco Bay Loop
 Somers, MT 59932



Paula Robinson, Flathead County MT by JL

201300016691
Page: 1 of 2
Fees: \$14.00
7/9/2013 11:58 AM

Whisper Ridge Subdivision
Amendment to First Restated Declaration of Conditions,
Covenant and Restrictions

THIS AMENDMENT, made this 9th day of July 2013, by the undersigned,
Brandy Land Limited Partnership is effective when filed with the Flathead County
Clerk and Recorder.

WHEREAS, the Board of Directors wish to amend the definition of
“COVERAGE” on page 18 of the Architectural Guidelines for the **Whisper**
Ridge Subdivision in the First Restated Declaration of Conditions, Covenants
and Restrictions dated August 27, 2009 ^{*} to bring the wording in line with the
guidelines set forth by the Flathead County Zoning regulations Section 7.12.050
and; ^{* Document # 200900024899}

WHEREAS, the **Whisper Ridge Subdivision's** First Restated Declarations of
Conditions, Covenants and Restrictions provides that said document may be altered
or additions made thereto with the written consent of seventy-five percent (75%) of
the owners of the lots, acknowledged by signature and filed with the office of the
County Clerk and recorder of Flathead County, Montana; and

0505097 thru 0505138

★★




WHEREAS, ninety-seven percent (97%) of the lot owners have acknowledged, in writing, their consent to the amendment.

NOW THEREFORE, the wording **“The lot area covered by all buildings and impermeable surfaces located thereon, including the area covered by all overhanging roofs”** shall be changed to **“That portion of the lot that is occupied by any building or structure”**

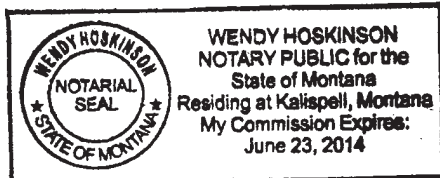
IN WHITNESS WHEREOF, the undersigned, Brandy Land Limited Partnership, has caused this Amendment to First Restated Declaration of Condition, Covenants and Restrictions of **Whisper Ridge** dated August 27, 2009 to be executed this ____ day of July , 2013.

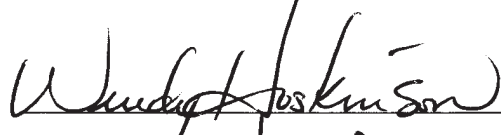
BRANDY LAND LIMITED PARTNERSHIP

By: 
Robert J. Cherot, General Partner

State of Montana **County of Flathead**

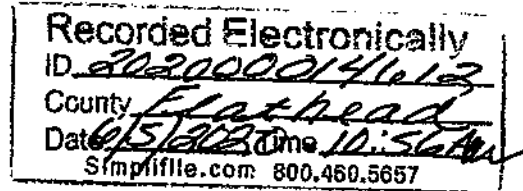
This instrument was acknowledged before me this 9th day of July, 2013,
By ROBERT J. CHEROT, known to me to be a General Partner of Brandy Land Limited Partnership.




Wendy Hoskinson
Notary Public for the State of Montana
Residing at Kalispell
My commission expires: June 23, 2014

WHEN RECORDED MAIL TO:

Whisper Ridge Homeowners Association
P.O. Box 231
Somers, MT 59932



**WHISPER RIDGE SUBDIVISION
THIRD AMENDMENT TO THE FIRST RESTATED
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS**

THIS THIRD AMENDMENT TO THE FIRST RESTATED DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR WHISPER RIDGE SUBDIVISION is made effective as of the 4th day of June 2020, by Whisper Ridge Homeowners Association ("Association"), a Montana nonprofit corporation.

RECITALS

Declarant caused the Declaration of Conditions, Covenants and Restrictions for Whisper Ridge Subdivision (the "Declaration"), dated July 7, 2008 to be recorded in the official records of Flathead County, Montana, as 2008-00018651, and restated and amended August 27, 2009, July 9, 2013, and February 22, 2019 respectively, and recorded in the official records of Flathead County, Montana, as 2009-00024899, 2013-00016691, and 2019-00003427 respectively.

This is an Amendment to the ancillary ARCHITECTURAL GUIDELINES FOR WHISPER RIDGE.

NOW THEREFORE, the Declaration is amended as follows:

The following is changes are hereby made to the Architectural Guidelines for Whisper Ridge:

Delete A. Permitted Site and Building Materials

- Hardiplank shingles or approved equal lap siding, board and batten – stained
- Cedar lap siding – stained
- Brick veneer
- Stone veneer
- Natural stone
- Cultured stone

Replace with A. Permitted Site and Building Materials

- Hardiplank shingles or approved equal lap siding, board and batten – stained
- Cedar lap siding – stained
- Brick veneer
- Stone veneer
- Natural stone
- Cultured stone
- Polymeric plaster
- Stucco
- Log and chink
- Timber frame
- Corten steel
- Painted steel
- Live edge siding

NOW THEREFORE, except as specifically amended by this Amendment, the Declaration and all previously adopted and approved Amendments shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency, this Amendment will control. Any determination by a court of competent jurisdiction that any provision of this Amendment is invalid and unenforceable shall not affect the validity or enforceability of any of the provisions of this Amendment or any provision of the Declaration, but the provision shall be deemed modified to the minimum extent necessary to make it or its application valid and enforceable.

Whisper Ridge Homeowners Association, a Montana nonprofit corporation

By Robert J. Cherot, President
Robert J. Cherot

STATE OF MT)
) ss.
COUNTY OF Flathead)

Subscribed, sworn to, and acknowledged before me by Robert J. Cherot, on June 04, 2020.

Amber Cooper, Notary Public

My commission expires: 12/03/2023

