

WESTCRAFT HOMES
HOMEOWNER'S WARRANTY
INFORMATION GUIDE

Lot #

Kalispell, MT 59901



**315 PARKWAY DRIVE
KALISPELL, MT 59901**

OFFICE (406) 257-8249 | FAX (406) 257-8231
www.westcrafthomes.com

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Introduction

Westcraft Homes has long held a reputation for building superior homes and standing behind what we build. We strive to deliver a level of customer service that goes far beyond industry standards as well.

You are now the proud owner of an exceptionally well-crafted and smartly designed home. As you add the personal touches that make this home your own, you can look forward to a lifetime of enduring quality. Be assured that we, too, are committed to enhancing your pride in ownership, as we build a relationship that lasts as long as your home.

This book provides you with all the details of the Westcraft Homes Limited One-Year Warranty as well as any manufacturer or supplier warranties and use & care guides provided on appliances, components or services found throughout your new home. With expert, personalized service throughout the warranty period, you can count on us to take care of you every step of the way.



PART I – PRE-CLOSING WALKTHROUGH

Pre-Closing Walkthrough Procedure

Prior to closing or occupancy, you and a representative of Westcraft Homes will conduct a walkthrough of the home and property. While a “perfect” home is literally impossible, there are national standards for residential construction that will be used during your walkthrough as a guide to the construction of your home.

The Westcraft Homes representative will introduce you to all of the operational items in your home and inform you of homeowner maintenance responsibilities. They will inspect the home for any issues shown on the *Builders Pre-Closing Check List* that should be addressed prior to occupancy. The representative will also take the time to explain in detail the one-year warranty process, as outlined on the following pages. Please take note of the process so we may service your future warranty needs effectively.

Westcraft Homes is responsible to resolve all the items on the pre-closing list found at the walkthrough. Generally we try to address all issues before closing, however we are allowed up to **30 days** after closing to complete the pre-closing list.

During the walk-through, buyers can determine if the repair work they requested in the sales agreement has been completed. They can also confirm that the condition of the property has not deteriorated since last seen.

Because the walk-through takes place only a few days or even hours before closing, it's easy for excited homebuyers to skip taking another careful look at the property. However, being thorough during these final steps can save buyers from unexpected headaches and expense.

WESTCRAFT HOMES ONE (1) YEAR LIMITED WARRANTY ACKNOWLEDGEMENT

The recipient of this warranty is the undersigned homeowner. The warrantor is the undersigned Registered Builder. The term of this warranty is for one (1) year. The commencement date of this warranty is the date of property transfer or the date of first occupancy, whichever occurs first. Any work performed pursuant to the terms of this warranty shall not extend the term of the warranty. This warranty is not transferable.

Westcraft Homes, as a standard, provides two (2) warranty visits during the one (1) year builder warranty timeframe. The first occurs at sixty (60) days following the original warranty commencement date. The second and final visit will occur at the eleventh (11th) month following the original warranty commencement date. Detailed instruction on how to request either a 60-Day or 11th-Month Warranty Assessment visit can be found starting on page 21 of this manual.

Name of Registered Builder: **WESTCRAFT HOMES** Address: **516 Northridge Drive, Kalispell, MT 59901**

Phone: **406-249-2243**

Email: **buildertrend@westcrafthomes.com**

Address of this Home:	Northland Subdivision - Lot #59 516 Northridge Drive, Kalispell, MT 59901
Purchaser's Name(s):	Tim & Andrea Cameron
Warranty Commencement Date:	1/22/2023

LIMITED WARRANTY

PURCHASER AGREES THAT THIS REGISTERED BUILDER WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, ALL OTHER REPRESENTATIONS MADE BY THE BUILDER AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO SAID PROPERTY. IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS AND HABITABILITY, ARE SPECIFICALLY EXCLUDED, AND THE BUILDER'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN SAID REGISTERED BUILDER WARRANTY. THIS WARRANTY DOES NOT APPLY TO MANUFACTURE ITEMS SUCH AS APPLIANCES, FIXTURES, EQUIPMENT (EXCEPT AS SPECIFICALLY DEFINED IN THE CONSTRUCTION QUALITY STANDARDS) OR ANY OTHER ITEM WHICH IS COVERED BY MANUFACTURER'S WARRANTY, NOR DOES IT COVER SYSTEMS DEFECTS THAT ARE CAUSED BY FAILURE OF ANY SUCH MANUFACTURER WARRANTED ITEM.

PHOTO DISCLOSURE: WESTCRAFT HOMES PHOTOGRAPHS BOTH THE INTERIOR AND EXTERIOR OF HOMES BUILT BY WESTCRAFT HOMES. PHOTOS ARE USED FOR COMPANY RECORDS. PHOTOS MAY ALSO BE USED FOR MARKETING PURPOSES. THE ADDRESS AND HOME OWNERS NAME WILL NOT BE DISCLOSED OR CAPTURED IN THESE PHOTOS OR SHARED WITH ANY THIRD PARTY.

Purchaser's Signature _____ Date _____

Purchaser's Phone _____ Email _____

Purchaser's Signature _____ Date _____

Purchaser's Phone _____ Email _____



KALISPELL MONTANA LOCAL SERVICE PROVIDERS

➤ **ELECTRICITY**

- **Flathead Electric Co-Op**
2510 US Highway 2 East
Kalispell, MT 59901
(406) 751-4483
Weekdays 8am-5pm
www.FlatheadElectric.com
- **FOR SERVICE SET-UP CONTACT:**
(800) 735-8489 or
Online at: <http://www.flatheadelectric.com/custserv/forms/applforservice.php>

➤ **NATURAL GAS SERVICE**

- **NorthWestern Energy**
890 N Meridian Rd
Kalispell, MT 59901
(406) 542-5932
Weekdays 7am-6pm
www.NorthwesternEnergy.com
- **FOR SERVICE SET-UP CONTACT:**
(888) 467-2669 or
Online at: <https://myaccount.northwesternenergy.com/NWESSP/EstablishServiceRequest.aspx>

➤ **WATER, SEWER & GARBAGE (SOLID WASTE PICK-UP)**

- **City of Kalispell – Public Works Office**
201 1st Avenue East
Kalispell, MT 59901
(406) 758-7720

HOMEOWNERS ASSOCIATION

The Meadows: Loyd Wright 406-407-4395 Loyd@gmail.com

Northview: Jaimie Silva 406-837-4536 jamieslivka@montanahoa.com

➤ **TELECOMMUNICATIONS, CABLE & WIFI**

- **Century Link**
290 N Main
Kalispell, MT 59901
(406) 758-1307
- **Montana Sky Internet**
1286 Burns Way
Kalispell, MT 59901
(406) 752-4335
- **Spectrum Communications**
2292 US-93 Suite 102
Kalispell, MT 59901
(888) 406-7063

➤ **MOBILE**

- **Montana Satellite and Wireless**
825 Helena Flats Road #205
Kalispell, MT 59901
Toll Free Phone (888) 608-6365
- **Bitterroot Wireless/Verizon**
(406) 883-1900
- **Wireless Connection/Verizon Wireless**
(406) 862-5007

➤ **POLICE**

312 1st Avenue East
Kalispell, MT 59901

*****IN CASE OF AN EMERGENCY DIAL 911*****

PHONE: (406) 758-7780

- Press 1 to report a crime, speak with an officer or contact dispatch
 - Press 2 for general questions or to reach administration, detectives or records.
-
- TO REPORT A CRIME: (406) 260-4321
 - POISON CONTROL: (800) 525-5042
 - CRISIS LINE: (406) 752-6262



➤ **MEDICAL FACILITIES & PROVIDERS**

• **HOSPITAL & EMERGENCY SERVICES**

Logan Health

310 Sunnyview Lane

Kalispell, MT 59901

(406) 752-5111

IN CASE OF AN EMERGENCY DIAL 911

Call the KRMC Communication Center to contact your primary care physician after office hours at
(406) 752-5111

➤ **IMAGING, WOMENS HEALTH, SURGERY, MENTAL HEALTH & PAIN MANAGEMENT**

• **The Health Center**

320 Sunnyview Ln

Kalispell, MT 59901

- **The Imaging Center** - *Magnetic Resonance Imaging (MRI), Computed Tomography, X-ray & Ultrasound*
(406) 751-7533

- **The Women's Center** – *Breast Imaging/Digital Mammography, Ultrasound & Biopsy, Bone Density & Radiology*
(406) 751-9729

- **The Surgery Center** – *Outpatient, Inpatient & Robotic Surgery*
(406) 751-7550

- **The Montana Center for Wellness & Pain Management** – *Interventional PM, Physical Therapy, Chiropractic, Massage Therapy, Acupuncture, Mental Health, Psychology/Counseling*
245 Windward Way, Suite 101
Kalispell, MT 59901
(406) 756-8488

➤ **SKILLED NURSING FACILITY**

• **Brendan House** - *Rehabilitation Services, Transitional Services & Long-Term Care*

350 Conway Drive

Kalispell, MT 59901

(406) 751-6500

http://www.kalispellregional.org/brendan_house/index.cfm

➤ **MENTAL HEALTH & SUBSTANCE ABUSE SERVICES**

• **Pathways Treatment Center** - *Mental health and/or substance abuse treatment*

200 Heritage Way

Kalispell, MT 59901

(406) 756-3950

<http://www.kalispellregional.org/krmc/behavioral-health/pathways>

➤ **FAMILY HEALTH CARE & GENERAL PRACTITIONERS**

- **Family Health Center-Logan Health Primary Care**

1287 Burns Way
Kalispell, MT 59901

Phone: (406) 752-8120
Fax: (406) 752-8134

OFFICE HOURS

Scheduled Care

Appointments: Monday through Friday – 8 a.m. to 5 p.m.

Urgent Care

Monday through Friday – 8 a.m. to 6 p.m.

Saturday – 9 a.m. to 2 p.m.

Sunday – 9 a.m. to noon

- **Northwest Family Medicine-Logan Health Primary Care**

1250 Burns Way
Suite 1
Kalispell, MT 59901

Phone: (406) 752-8877
Fax: (406) 756-3245

OFFICE HOURS

Monday through Tuesday – 8 a.m. to 5:30 p.m.

Wednesday, Thursday and Friday – 8 a.m. to 5 p.m.

- **Flathead Valley Women's Center**

210 Sunnyview Lane
Suite 107
Kalispell, MT 59901

Phone: (406) 752-0303
Fax: (406) 752-0314

OFFICE HOURS

Monday through Thursday – 8:30 a.m. to 5 p.m.

Office closes for lunch between noon and 1:30pm

➤ **PHARMACYS IN THE AREA**

- **The Clinical Pharmacy**

200 Conway Drive
Kalispell, MT 59901
Phone: (406) 751-7600
Fax: (406) 257-5230

HOURS

Monday through Friday - 8am-8pm
Saturday - 8am-2pm Sunday – Closed

- **Walgreens**

40 W Idaho Street
Kalispell, MT 59901
Phone: (406) 257-0714

HOURS

Store & Pharmacy - Open 24 Hours

- **Sykes Pharmacy**

202 2nd Avenue West
Kalispell, MT 59901
Phone: (406) 257-4806

HOURS

Monday through Friday – 9am-6pm
Saturday – 9am-1pm Sunday - Closed

➤ **POST OFFICE**

- **US Post Office**

350 N Meridian Rd.
Kalispell, MT 59901
Phone: (406) 755-0187

HOURS

Monday through Friday – 8:30am-5:30pm
Saturday - 10am-1pm Sunday – Closed



PART II – WESTCRAFT HOMES LIMITED ONE YEAR WARRANTY

HOMEOWNERS:	Tim & Andrea Cameron
PROPERTY DETAILS:	NORTHLAND SUBDIVISION LOT #59 516 NORTHRIDGE DRIVE KALISPELL, MT 59901

****Please Note that all warranty inquiries have to be in writing and on the appropriate form to be considered by the builder. Any verbal requests for repairs will not be considered and are not guaranteed.****

Note to Owner: All residential construction goes through a period of settlement. As the seasons change, periods of expansion or contraction will occur. As a result, your Residence will experience minor material changes that are unavoidable and considered normal. You should also be aware that you are responsible for proper home maintenance. To make your maintenance program easier, you should keep a color chart of the different materials used in or on the construction and a small supply of correspondingly colored paint, stain, or grout for easy touch-up. This Limited Warranty excludes damage caused by Owner negligence, improper maintenance or changes, alterations, or additions performed by anyone other than Builder.

SECTION 1 - WARRANTY COVERAGE & CONDITIONS

1. ONE (1) YEAR COVERAGE

This Limited Warranty commences on the date of settlement, or the date of Home Owner's occupancy, whichever occurs first, and continues for a period of one (1) year. This Limited Warranty is in effect only if Builder is in receipt of entire contracted purchase price.

2. NON-TRANSFERABLE

This Limited Warranty is not transferable and will automatically terminate if property is leased, vacated or sold by original Home Owner.

3. REQUEST FOR WARRANTY SERVICE

The Home Owner with a Limited Warranty complaint must submit a clear and specific WRITTEN request to the Builder at the address shown on this Limited Warranty. No Limited Warranty work will be performed until complaint has been received in writing, unless designated an emergency.

4. REMEDY

The Builder will, within a reasonable time, examine an alleged defect to determine if it is covered by this Limited Warranty. A defect covered by this Warranty will be repaired, replaced, or replaced with item of like kind, at Builder's expense within reason and only at the Builder's discretion will items be replaced instead of repaired. Builder reserves the right to charge the owner a reasonable sum per service call for any request not covered under this Limited Warranty. Any repair or replacement shall not extend the Warranty term. The total liability of Warranty is limited and shall not exceed the sales price of the home.

5. CONSEQUENTIAL DAMAGES

Limited Warranty Coverage does NOT include consequential damage or inconvenience resulting from a defect.

6. RIGHT OF ACCESS

Home Owner must provide the Builder access to property during normal weekday business hours to perform its obligations under this Warranty. Failure to provide such access may relieve Builder of its obligations.

7. COVERAGE PROVIDED

During the term of this Warranty, and subject to the terms and conditions listed herein, the Builder warrants the home against defects in materials and workmanship in the following items:

1. The Central Heating, Cooling, and Ventilation Systems and its Components.
2. The Plumbing System and its Components.
3. The Electrical System and its Components.
4. Structural and Finish Components, (See Non-Warranty and Exempt Items For Details)
5. Windows (*Small Variations In Glass Panes Such As Scratches Under 1 ½ " or Bubbles Smaller Than ¼ " Are Normal And Will NOT Covered By The Builder Warranty*) Doors, and Hardware.
6. The Roof and its Components.

WARRANTY STANDARDS

1. POSSIBLE DEFICIENCY - POOR DRAINAGE LOT

Performance Standard - After normal rainfall, water should not stand in yard within 10ft of home for more than 48 hours. Drainage time may be much longer during times of snow, frost, excessive precipitation or soil saturation.

Responsibility - Builder is responsible to establish proper grades and swales; Home Owner is responsible for maintaining them.

2. POSSIBLE DEFICIENCY - BASEMENT WATER & DAMPNES

Performance Standard - Dampness of walls and floors is not unusual until such time as backfill has been fully compacted through settling. This may take as long as five years.

Responsibility - Builder will correct actual accumulation and flow of water within the basement. Leakage due to grade and landscaping settlement is considered a maintenance item and as such is not covered.

3. POSSIBLE DEFICIENCY - BASEMENT OR FOUNDATION WALL CRACKS

Performance Standard - Small cracks not affecting structural stability are not unusual in foundation walls. Cracks greater than 1/4 inch in width shall be repaired.

Responsibility - Builder will repair cracks in excess of 1/4 inch by caulking with a urethane concrete caulk.

4. POSSIBLE DEFICIENCY - SEPARATION OR MOVEMENT OF STOOPS & PORCHES

Performance Standard - Minor movement within one inch is normal.

Responsibility - Builder will repair separation exceeding one inch.

5. POSSIBLE DEFICIENCY - CRACKING OF BASEMENT OR GARAGE FLOOR

Performance Standard - Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility - Builder will repair cracks exceeding maximum tolerances by surface caulking, patching or other methods as required.

6. **POSSIBLE DEFICIENCY - PITTING OR DETERIORATION OF CONCRETE SURFACES**
Performance Standard - Concrete shall not disintegrate to the extent of exposing aggregate under normal conditions of use, except where such surfaces have been exposed to salts, chemicals or other abuses beyond builder's control.
Responsibility - Builder will patch, correct or repair to meet the performance Standard.
7. **POSSIBLE DEFICIENCY - EFFLORESCENCE ON MASONRY STONE, BRICK, BLOCK OR CONCRETE**
Performance Standard - Masonry products are known to discolor due to lime content.
Responsibility - None
8. **POSSIBLE DEFICIENCY - DAMPNES OR WATER ABSORPTION INTO EXPOSED MASONRY**
Performance Standard - Masonry materials are porous to varying degrees and cannot be controlled by Builder.
Responsibility - None
9. **POSSIBLE DEFICIENCY - ROOF LEAKS**
Performance Standard - Roof shall not leak, except where snow and ice are permitted to build up excessively or repeatedly. Prevention of ice buildup is a maintenance item and is not the responsibility of the builder. Because roof systems must breathe, your home is constructed with vents at the soffits and ridges of the roof system. Snow and rain driven by high winds under severe conditions can be driven into air vent passages. This is not considered a defect and builder does not warrant against such water penetration.
Responsibility - All roof leaks, not caused by owner neglect or excessive winds will be repaired. Builder is not responsible for color variations.
10. **POSSIBLE DEFICIENCY - AIR FILTRATION**
Performance Standard - Some air filtration is normal around doors, windows and other wall openings especially in conditions of high wind. In order to increase the air tightness of the home beyond such standards, owner may need to purchase and install storm windows and doors to provide solutions satisfactory to owner's own expectations.
Responsibility - Builder will adjust windows and doors to maintain manufacturers designed air filtration.
11. **POSSIBLE DEFICIENCY - SOUND CAN BE HEARD THROUGH PARTY WALLS**
Performance Standard - Acoustical qualities of rooms, walls and other enclosures are greatly affected by everything within their physical area. Actual sound transmission qualities of walls are difficult to measure outside of a laboratory because of the disproportionate effect everything in the area has on acoustical reaction. Because surfaces, which are soft, uneven and dense, tend to absorb sound more, whereas surfaces that are smooth and hard tend to reflect and increase ambient sound, a furnished home is likely to be "quieter" than an empty home. Ambient sound levels within the home have a significant impact on the perception of sound transmitted from surrounding dwellings. Builder warrants that party walls are built to conform to or exceed pertinent building codes in effect at the time the home was constructed.
Responsibility - None
12. **POSSIBLE DEFICIENCY - HEATING AND COOLING VARIATIONS**
Performance Standard - The HVAC system is designed to be able to maintain a temperature of 78 degrees Fahrenheit for heating and 70 degrees Fahrenheit for cooling, when an A/C unit has been purchased as part of the home. Temperatures are measured five (5) feet above the center of the floor in the room where the thermostat is located. In severe weather conditions; a variation of up to 15 degrees from room to room is acceptable. All rooms may vary in temperature by 5 or 6 degrees. Home owner is responsible for adjusting ducts and registers to obtain acceptable temperature consistency. Attic ventilation shall satisfy all requirements of the local building code.
Responsibility - Builder will repair system to meet the acceptable standards as described above. Builder shall specifically not be responsible for any Owner alterations to the original system.

13. POSSIBLE DEFICIENCY - HVAC CONDENSATE CLOGS

Performance Standard – HVAC system condensate lines will eventually clog as household dust accumulates on the cooling fins and condensation carries dust through the condensation lines where it normally builds up a clog in the condensate trap. This is a maintenance item. Builder recommends that condensation lines be checked and cleaned at least annually, at the beginning of each air conditioning season.

Responsibility - None

14. POSSIBLE DEFICIENCY - GROUND FAULT CIRCUIT TRIPS FREQUENTLY

Performance Standard - Ground Fault Interrupters (GFI) are sensitive safety devices designed to trip very rapidly in the event of ground fault condition, such as in the event of electrical shock. This sensitivity causes them to trip easily and especially in cases where an extension cord of more than 50 feet is anywhere in the protected circuit.

Responsibility - Builder has installed GFI protectors in accordance with the National Electric code. Frequent tripping is not warranted against. GFI devices otherwise determined to be defective will be replaced.

15. POSSIBLE DEFICIENCY - PAINT OR STAIN PEELS OR FADES

Performance Standard - The weathering of finishes is normal and should be expected within certain tolerances. Exterior finishes may deteriorate rapidly due climatic conditions and is considered a maintenance item and is not covered by this warranty.

Responsibility - Builder will correct or repair finishes where paint is determined by builder or his representatives to be defective. Builder is not responsible for color variations.

16. POSSIBLE DEFICIENCY - DRYWALL CRACKS, NAIL POPS, SEAM TAPS OR OTHER

Performance Standard - Modern homes are constructed, partially from organic wood materials. Such materials will move, shrink and Expand with minor variations in temperature and moisture within the home. Drywall, being inorganic, tends not to move well with the movement of the lumber supporting it. Such movement, therefore often results in minor cracks, nail pops, the appearance of seam tape and other minor imperfections. Such imperfections not exceeding 1/8 in width are common in drywall and are not considered a defect.

Responsibility - None

17. POSSIBLE DEFICIENCY - TRIM AND MOLDING PIECES

Performance Standard - Because trim and molding is largely made from organic materials, these pieces move, shrink and expand with minor variations in temperature and moisture within the home. Such movement, which may result in minor separation between adjacent surfaces is normal and should be expected within certain tolerances. Particularly, wood stairways and shoe moldings normally shrink away from the walls of stairway within the first year. This is not considered a defect, but is within the expected behavior of organic wood products. Interior doors may need to be adjusted and are not a warranty item.

Responsibility - None

18. POSSIBLE DEFICIENCY - FLOOR CREAKS OR SQUEAKS

Performance Standard - Modern homes are constructed, partially from organic wood framing materials. Such materials will move, shrink and expand with minor variations in temperature and moisture within the home. Squeaks are normally a passing condition caused by lumber shrinkage or movement and are not covered by this warranty unless caused by a defect in the floor joist system.

Responsibility - Builder will correct floor system structural defects only, floor squeaks are not covered by this Limited Warranty.

19. POSSIBLE DEFICIENCY - IMPERFECTIONS IN RESILIENT FLOORING

Performance Standard - Minor nail pops or visible seams in underlayment are not considered unusual within certain tolerances.

Responsibility – None

20. POSSIBLE DEFICIENCY – GRASS, TREES, SHRUBS, ETC. DIE OR STRAW/GRASS SEED IS WASHED AWAY BY DOWNPOUR.

Performance Standard - Final grading and seeding of lawn, as well as any other upgraded landscaping will be planted in accordance with contract specifications when weather conditions permit.

Responsibility - Grass seed, which has germinated, as well as newly transplanted trees and shrubs, which are not watered during a period of drought, will die, even though an abundance of weeds will sprout and thrive. Landscaping plants are living organisms, all of which can thrive, or die for various reasons beyond Seller/Builder's control. Seller/builder therefore cannot and does not warrant that landscaping plants will live or thrive in consideration of any circumstances beyond his control after a period of three (3) months from planting. Newly planted or transplanted landscaping plants require excess watering for the first several weeks until they become established. Seller/Builder does not warrant against this maintenance item, which is the buyer's responsibility. Seller/Builder shall not be responsible for the proper care and watering of lawn and shrubs as it may become necessary at any time after the date of settlement. Seller/Builder does not, and cannot warrant against the effects of nature, such as, but not limited to, sudden and/or severe rainfall which may occur on grass seed which has not germinated. In the event of soil settlement around foundation or other excavated areas, or soil displacement, including complete washout of all seeded areas due to excessive rain or erosion, the Seller/Builder agrees only to supply top soil for a period of three (3) months from the date of settlement or three (3) months from the time final seeding was performed, in the event that seeding was not completed by the settlement date. The Buyer will be responsible for soil distribution and reseeding as needed. Seller/Builder's responsibility for living plants becomes the Buyer's responsibility when settlement occurs or when the plants are planted, whichever occurs last.

21. POSSIBLE DEFICIENCY – GUTTERING OVERFLOW

Performance Standard – When gutters are unobstructed by debris, the water level shall not exceed one (1) inch in depth, although water may stand in certain sections of the guttering immediately after rainfall.

Responsibility – Gutters may overflow during heavy rain and is the Owner's responsibility to keep gutters and downspouts free of leaves and debris, which may cause overflow. The Builder assumes no responsibility for these overflow conditions.

SECTION 2 – EXCLUSIONS

This Limited Warranty shall NOT extend to, include, or be applicable to:

1. Damages or losses resulting from accidents; civil commotion; acts of God or Nature - including, but not limited to: wind storms, wind driven water, floods, sink holes, hail, lightening, fallen trees, earthquakes, explosions, fire, smoke, water escape, or changes in underground water table.
2. Any condition which does not result in actual physical damage to the Home – including, but not limited to: un-inhabitability or health risk due to presence or consequence of unacceptable levels of radon gas, formaldehyde, mold, carcinogenic substances, or other pollutants and contaminants; or the presence of hazardous or toxic materials.
3. Coverage on appliances and items of equipment – including, but not limited to: water heaters, pumps, stoves, ranges, ovens, garbage disposals, dishwashers, furnaces, air conditioning units, heat pumps, and other similar items – these items are for the manufacturer's warranties to Home Owner.
4. Any soil erosion/sedimentation or storm water control management systems that are approved by a governing jurisdiction.
5. Shrinkage, cracks or movement in concrete foundation, basement walls and slab, and garage floors, which are within the design performance criteria.

6. Normal and usual cracks; nail pops; twisting or movement in walls, ceilings, exterior and interior trim and finished items caused by drying, aging, or shrinkage of building products.
7. The existence of a dry basement or loss or damage caused by or resulting from seepage of water.
8. Personal property damage or bodily injury or punitive damages.
9. Any defect, damage, or loss which is caused or aggravated by negligence of Home Owner or anyone other than the Builder or its employees, agents, or subcontractors.
10. Touch up painting: There will be no touch up painting after settlement unless the items are part of the walk through punch list. *There is NOT an eleven month or other post settlement touch up period prior to the end of this one year coverage.*

SECTION 3 - NON-WARRANTED CONDITIONS

1. **Warranty limited to Items in Section 1:** This Limited Warranty covers only those items specifically described in Section 1 above. THERE ARE NO EXPRESS WARRANTIES COVERING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED EXCEPT AS SPECIFICALLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY LAW THE BUILDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR RESULTING FROM ANY DAMAGE TO OR DEFECT IN SAID HOME OR THE PROPERTY ON WHICH IT IS LOCATED. HOWEVER, NOTHING CONTAINED HEREIN SHALL LIMIT ANY OF THE OWNER'S RIGHTS BY VIRTUE OF APPLICABLE FEDERAL OR STATE LAWS. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIN MAY NOT APPLY TO YOU.) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. NOTHING CONTAINED HEREIN SHALL LIMIT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT MAY APPLY TO THIS TRANSACTION.
2. **Specific Description of certain Non-Warranted Items:** This Section 3 is designed to help the Owner better understand some of the changes and maintenance items that may occur in the Home during the first year or so of occupancy, and also to more specifically describe and explain certain items which are NOT covered by this Limited Warranty. Failure to include any item in this Section 3, or to specifically exclude any item that is not actually covered by this Limited Warranty, shall not create any presumption or implication whatever that the item is covered by this Limited Warranty.
3. **General Comments:** The Home will require more maintenance and care than most products, since it is made up of many different components, each with their/its own special characteristics. Furthermore, like other products made by humans a house is not perfect. The Home will show some minor flaw and unforeseeable defects, and it may require some adjustments and touching up.
4. **Manufacturers' Warranties:** Certain items that are not covered by this Limited Warranty may be covered by manufacturers' warranties. Those manufacturers' warranties are listed in Section 4 of this Limited Warranty. Any rights of the Owner under those warranties are only provided by the manufacturers, and BUILDER DOES NOT ASSUME ANY OF THE OBLIGATIONS UNDER THOSE MANUFACTURERS' WARRANTIES.

5. **Specific Non-Warranted Conditions:** In addition to all of the other limitations on the coverage of this Limited Warranty, the following items are specifically not covered.
1. Any change in the drainage pattern of the lot due to landscaping, installation of patio or service walks, or other reasons, should be done in a manner, which will retain proper drainage slope. Builder assumes no responsibility whatsoever for the grading or stagnant pool formation if the established pattern is altered.
 2. Concrete foundations, walks, drives, patios, etc.; can develop hairline cracks not affecting the structural integrity of the Home. There is no known method of eliminating this condition, which is caused by characteristics of expansion and contraction. It does not affect the strength of the Home and is not a condition covered by this Limited Warranty. Only cracks specifically described in Section 1 shall be warranted.
 3. Masonry and mortar can develop cracks due to shrinkage in either the mortar or brick. This is normal and should not be considered a defect. It is not covered by this Limited Warranty except as specifically described in Section 1.
 4. During prolonged cold spells, ice build-up is likely to occur at the eaves and valleys of the roof. This condition occurs when snow and ice accumulate and gutters and down spouts freeze up. Prevention of ice build-up is specifically not warranted. Leaks as a result of ice build-up are also specifically not warranted.
 5. Attic vents and/or louvers must be provided in order to properly ventilate the Home. Leaks due to snow or rain driven into the attic through louvers or vents are not covered by this Limited Warranty.
 6. The manufacturer's warranty on your roof covers materials only, and does not cover the cost of labor. Limited Warranty claims for any defects in materials will be handled with the manufacturer. The Builder shall specifically not be responsible for any damages caused by walking on the roof or installing a TV antenna or other appliance on a roof.
 7. Any damage or defects resulting from acts of God are not warranted and should be handled through the Owner's hazard insurance carrier.
 8. (A) Most bricks will discolor due to the elements, rain run-off, weathering or bleaching. The color of bricks is specifically not warranted. (B) Heat from fire will alter the color and finish of fireplace bricks, which are specifically not warranted. (C) Heat and flames from "roaring" fires will cause cracking of fire bricks and mortar joints. These cracks are specifically not warranted.
 9. Exterior and interior caulking, and caulking in bathtubs and shower stalls and ceramic tile surfaces will crack or bleed somewhat in the months after installation. This is normal and is not warranted except as specifically described in Section 1. Caulk and grout are also specifically not warranted.
 10. Wood will sometimes crack or "spread apart" due to the drying process. This is most often caused by the heat inside the Home or the exposure to the sun on the outside. This is normal and is considered a maintenance item to be cared for by the Owner, and is specifically not warranted.
 11. There is no way to eliminate all floor squeaks, which are specifically not warranted. Generally floor squeaks will appear and disappear over time with changes in weather.
 12. Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Owner within the Home. Unless directly attributed to faulty installation, window condensation is a result of a condition beyond the Builder's control and is specifically not warranted. Window "chatter" associated with wind conditions is normal and is also specifically not warranted.
 13. Broken glass or mirrors which are not noted on the pre-closing walkthrough inspection form prior to the closing of the sale of the Home will not be warranted.

14. Drywall (sheetrock) will sometimes develop nail pops or settlement cracks. This is a normal part of the drying-out process and an item that can easily be handled by the Owner with spackling during normal redecorating. Except as specifically provided in Section 1, sheetrock cracks, nail pops, seams, joints, corners, etc., are specifically not warranted.
15. Even the best quality paint, particularly exterior paint, can crack, chip or peel. This does not indicate a defect in the paint or application but is most often caused by other sources, such as allowing lawn sprinklers to hit painted areas, washing down painted areas, etc. Inside, do not scrub latex-painted walls, and be aware of the newly painted walls as you are moving furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects with interior painting and/or staining that are not noted at the pre-closing walkthrough inspection are not covered by this Limited Warranty. No painting is covered by this Limited Warranty except as specifically provided in Section 1.
16. Mildew or fungus can form on a painted surface if the structure is subject to abnormal exposures, such as excessive rainfall or moisture. Mildew or fungus formation is a condition that cannot be controlled by the Builder and is an Owner maintenance item.
17. All items that are stained will have color variation, due to the different textures of woods. Doors that have panels will sometimes dry out and leave a crack of bare wood. This is due to weather changes and other conditions, and neither color variations nor shrinkage cracks are warranted except as specifically provided in Section 1.
18. If the plumbing is “stopped up” during the term of this Limited Warranty and the person servicing the plumbing on behalf of the Builder finds foreign material in the line, the Owner will be billed for the service call.
19. The Owner must take precaution to prevent freezing during severe cold weather, such as removing outside hoses from sillcocks, leaving faucets with a slight drip, and turning off the water system if the house is to be left for extended periods during cold weather. Except as stated in Section 1, frozen pipes are not warranted. Under no circumstances are sillcocks warranted.
20. The heating and air conditioning system is covered by a manufacturer’s warranty. It is the Owner’s responsibility to make sure that filters are kept clean and changed on a thirty (30) day basis. Failure to do so may void that Limited Warranty. It is also good policy to have the equipment serviced or checked at least once a year.
21. Air conditioner condensation lines will clog eventually under normal use. This is an Owner maintenance item. The Builder shall provide unobstructed condensation lines at the time of first occupancy only.
22. When metal is heated it expands, and when cooled it contracts. The result is “ticking” or “crackling” within the ductwork, which is generally to be expected. Except as stated in Section 1, ductwork is not warranted.
23. Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. The Builder has installed ground fault interrupter circuits in accordance with approved electrical codes. Tripping is to be expected and is not a warranty item. Service calls to reset tripped breakers will be billed to the Owner.
24. Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into the room. The problem is normal in new home construction and is not warranted.
25. The floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, marble, linoleum and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood, tile or marble. The Owner should clean stains from carpet or wood or tile or marble immediately to prevent discoloration. Carpet has a tendency to loosen in damp weather and stretch tight

- again in dryer weather. Any floor covering deficiencies that are not noted on the pre-closing walkthrough inspection prior to the closing are not warranted.
26. Exposure to light may cause spots and/or fading on carpets. These conditions are not warranted.
 27. Floor panels will shrink and expand, and may expose unpainted surfaces. This is normal and not warranted.
 28. The upkeep of cosmetic aspects of the Home is the Owner's responsibility. The Builder has not agreed to cover ordinary wear and tear, or other occurrences subsequent to construction that affects the condition of features in the Home. Chips, scratches or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble, Formica, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpets, vinyl floors, cabinets, etc. which are not recognized and noted at the pre-closing walkthrough inspection are not covered by this Limited Warranty.
 29. Countertops: Laminate countertop seams are not waterproof and therefore repeated exposure to standing water will cause delaminating of the surface and swelling of the wood underneath the laminate. Also, constant or extreme heat will cause seam delaminating (i.e. coffee pots, crock pots, etc.). These are conditions that cannot be controlled by the Builder and is an Owner maintenance issue and not covered by the Builder or the Warranty.
 30. The Builder accepts no responsibility for the growth of grass or shrubs or trees. Once the Builder grades, seeds, or sods the property, it is the responsibility of the Owner to water and maintain the lawn and plants. The Builder will not re-grade the yard, nor remove or replace any shrubs or trees or sod except for those, which are noted as diseased at the pre-closing walkthrough inspection. Under no circumstances is sod a warranted item.
 31. Chips and cracks on surfaces of bathtubs, sinks, etc., can occur when the surface is hit with sharp or heavy objects. The Builder shall not be responsible for repair of such damages unless the damage was reported to the Builder at the time of the pre-closing walkthrough inspection of the Home prior to the closing.
 32. The Builder does not warrant, and shall not be responsible for repairing, replacing, or correcting, any outside concrete flat work (including but not limited to driveways, walks, and patios) against cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinking, settling or any other problems whatsoever. With respect to all other concrete, except as specifically described in Section 1 Builder specifically does not warrant and shall not be responsible for repairing, replacing or correcting any minor cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinking, settling or other problems. The Owner acknowledges that weather conditions, salt and other chemicals can have an adverse effect on concrete and that Owner shall be solely responsible for the proper maintenance of all concrete (specifically including but not limited to any concrete, driveway, patio and walks).
 33. Builder does not warrant, and shall not be responsible for, any work performed or material supplied in accordance with any plans or specifications supplied, prepared or requested by Owner, or by anyone on behalf of Owner, or for any defects caused or made worse by the negligence, improper maintenance or other action by Owner or anyone else other than Builder or Builder's employees, agents and contractors.
 34. Defects in outbuilding including detached garages and detached carports, (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the home) swimming pools and other recreational facilities; fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems; or any other improvements not a part of the Home.
 35. Damage to real property, which is not part of the Home.
 36. Bodily or personal injury, damage to personal property, or damage to any property of others.

37. Any loss or damage which the Owner has not taken appropriate action to minimize as soon as possible.
38. Any defect in, or caused by material or work supplied to anyone other than the Builder or his employees, agents or subcontractors.
39. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.
40. Defects in any property which was not included in the original Home delivered for the original sales price.
41. Consequential, incidental or secondary damages.
42. Any damage to the extent it is caused or made worse by:
 1. Negligence, improper maintenance or improper operation by anyone other than Builder or employees of, agents or subcontractors.
 2. Failure by the Owner to give prompt and proper notice to the Builder of defects.
 3. Loss or damage not caused by a defect in the construction of the Home by the Builder, or his employees, agents or subcontractors.
 4. Loss or damage externally caused including but not limited to Acts of God, riot or civil commotion, fire, explosion, smoke, water, hail, lightning, fallen trees or other objects, aircraft, vehicles, flood, rising water, mud slides, earthquakes, volcanic eruption, abuse or use of the Home, or any part thereof, or by any other external cause;
 5. Presence of or damage from insects, birds, or rodents.
 6. Any loss or damage which arises while the Home is being used primarily for nonresidential purposes.
 7. Any condition which does not result in actual physical damage to the Home.
 8. Cost of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair or any other costs due to loss of use. I. Any claim reported after unreasonable delay.
 9. Normal wear and tear and deterioration;
 10. Failure of Builder to complete construction;
 11. Dampness or condensation due to the failure of the Owner to maintain adequate ventilation;
 12. Failure by the Owner or by anyone other than the Builder or employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures.

SECTION 4 – MANUFACTURER’S WARRANTIES

1. **Registration Forms:** The initial Owner will be given the appropriate forms to register the items listed below for the manufacturers’ warranties. It shall be solely the Owner’s responsibility to make those registrations. The only warranty on those items is the manufacturer’s warranty and the Builder is in no way responsible for their performance or for any condition beyond the manufacturer’s warranty.
2. **Items Covered By Manufacturers’ Warranties:** The following items are covered by manufacturers’ warranties:
 - A. Dishwasher and Refrigerator
 - B. Ovens, Cooktops and/or Microwave
 - C. Kitchen Vent Fan
 - D. Light Fixtures/Ceiling Fans
 - E. Central Air Conditioner
 - F. Furnace
 - G. Water Heater
 - H. Garage Door Opener
 - I. All other manufactured items installed in home that carry a Manufacturer’s Warranty

Appliance Warranty Information

Appliances are subject to manufacturer’s warranty. Please register your appliances with your move in date to commence your warranty. If you do not register your warranty start date will default to the manufacturer ship date. For more information on your appliance warranty or to start a service request see below:

Kitchen aid:

To register your appliances: : <https://www.kitchenaid.com/register.html>
Log Service request online at <https://www.kitchenaid.com/service-and-support.html>
Call Service department 1 -800- 422-1230

GE:

To Register your appliances <https://appliances.force.com/>
Log Service request online at <https://genet.geappliances.com/>
Call Service Department 1-800-432-2737

Window & Door Warranty Information

Your windows have a limited lifetime warranty with Milgard. To find more information or to submit a service request visit <https://www.milgard.com/warranty/>. Before you submit a service ticket be sure to have your sales order number. It is located in the top corner of your window or patio door between the two panes of glass on the metal spacer. It consist of a five to eight digit number followed by a decimal and three digits.



SECTION 5 – MISCELLANEOUS

1. Repairs required under this Limited Warranty shall be performed in the manner, and using such materials, and methods, as shall be considered advisable by the Builder.
2. Repairs shall be finished or touched up to match surrounding areas as closely as practicable. However, exact match cannot be guaranteed.
3. Notwithstanding anything else contained herein, for any problem covered by this Limited Warranty, the Builder in its sole discretion may repair, replace, or pay the Owner the reasonable cost of repairing or replacing the defective item.
4. Notwithstanding anything else contained herein, the Builder's total liability for deficiencies under this Limited Warranty is limited to the purchase price of the Home.
5. Steps taken to correct defects shall not act to extend the term of this Limited Warranty.
6. If the Builder repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect covered by this Limited Warranty which is covered by any other insurance or warranty the Owner must, upon request of the Builder, assign the proceeds of such insurance or the rights under such warranties to the Builder to the extent of the cost to the Builder of such repair, replacement or payment.
7. Should any provision of this Limited Warranty be deemed unenforceable by a court of competence jurisdiction, that determination will not affect the enforceability of the remaining provisions.
8. This Limited Warranty is to be governed by and construed in accordance with the laws of the state in which the Home is located.
9. This Limited Warranty may not be modified or amended in any respect except upon written amendment signed by both the Builder and the then current Owner.
10. This Limited Warranty contains the entire express warranty granted by the Builder to the Owner and supersedes any previous contracts or agreements or representations relating to warranties, weather oral or written. **OWNER ACKNOWLEDGES THAT THE BUILDER HAS MADE NO REPRESENTATIONS, PROMISES, WARRANTIES OR AGREEMENTS WHATSOEVER CONCERNING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED WHICH ARE NOT STATED HEREIN. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS TO THE OWNER, OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE, MAY ALSO BE AVAILABLE.**
11. **No warranty or call back work will performed unless all balances due and payable to Westcraft Homes have been paid in full.** Any unpaid balances due to Westcraft Homes after 30 days from closing date must be paid in full or this warranty is null and void. This excludes any escrow balances due to Westcraft Homes.
12. No warranty or call back work will be performed if at any time the homeowner contacts Subcontractors, suppliers or other builder partners directly without the knowledge of the builder. This is not limited to status of work, material orders or delays. The homeowner forfeits all warranty work in any instance that contact is made via phone, text or email or any form of communication. Call backs for scheduling are initiated and addressed by the builder not the homeowner.
13. No warranty or call back work will be performed if the homeowner alters, in any way, the grading or onsite standard landscaping during the warranty period. The builder ensures adequate drainage and erosion control before the install of all landscaping to avoid adversely impacting the site or other sites, altering this grade or sprinkler systems at any time will forfeit all warranty work on site or home due to potential for damage to both.
14. No warranty or call back work will be performed if at any time the homeowner becomes overly irate, speaks or acts in a threatening or belligerent manner to any Westcraft Builder employee, subcontractor, or any representative of the builder. The homeowner forfeits all warranty work in any instance that involves verbal profanity or unacceptable hostile behavior and this warranty will be null and void from that point forward.

SECTION 6 – PROCEDURE FOR 60 DAY AND/OR 11TH MONTH WARRANTY ASSESSMENT VISIT(S) REQUEST

Procedures relating to the performance under the warranty by Westcraft Homes, and all requests for warranty service by homeowner shall be as follows:

1. 60 Day & 11th Month Request: All Warranty Claims must be submitted through Buildertrend under the Warranty Section of your Owners Homepage. Prior to your 60 Day & 11 Month warranty date the homeowner will receive an email from our Warranty Coordinator with a reminder to Login to Buildertrend and file any claims. Homeowner must document in detail and provide photos when possible of any issues experienced that are covered by the One Year Builder Warranty when requesting a Warranty Assessment Visit. (Instructions on how to Login to Buildertrend and file your warranty claims can be found on the next page). If you do not have internet access, please contact the Warranty Coordinator and we can fax or mail you a form to submit your request in writing.
2. Once Westcraft Homes receives your request a representative of the company will come out and assess each issue to determine coverage eligibility and possible solutions.
3. When the assessment visit is completed Westcraft Homes will work with the homeowner to schedule any and all visits that may be required to perform all agreed upon repairs. Westcraft Homes requires that an 18+ year old representative of the homeowner be present during all visits requiring access to the interior of the home or garage or an executed copy of an Authorization-To-Enter-Form be issued for each visit where a homeowner's representative cannot be present.
4. If the issue occurring is an emergency, the homeowner may contact the Builder immediately, and steps will be taken to facilitate the problem. Problems of this nature may be repaired temporarily until such time a more permanent repair can be made.

For any questions or concerns regarding the warranty process or any portion of this manual please contact:

Zach Putman – Phone: (406) 249-2243

Fax: (406) 257-8231

buildertrend@westcrafthomes.com



INSTRUCTIONS FOR FILING A WARRANTY CLAIM

- STEP 1:** Go To The Buildertrend Website: www.buildertrend.net
- STEP 2:** Enter Username & Password
(This Was Created When You Accepted Your Invitation To Join Buildertrend)
- STEP 3:** Select “**Login**” Which Will Take You To Your **Owner Homepage**
- STEP 4:** Select “**Warranty**” Tab On Upper Right Of **Owner Homepage**
- STEP 5:** Select “**New Claim**”
- STEP 6:** **Add A New Service Request** - Enter Your Claim By Filling In The Following Items:
Title - Use **60 Day** or **11 Month** Depending On Which Phase Of Warranty You Are In
Category - Enter A Category Such As Plumbing, Electrical, Cabinets, Windows, Landscaping, Etc.
Description - Enter A Brief Description Of The Issue
Photos - Upload Any Photos That May Help Us To Visualize The Issue
- STEP 7:** **SAVE** - You Must Save The Claim By Selecting The “**SAVE**” Button At The Top Of The Page
- STEP 8:** File An Individual Claim For Each Item On Your List By Repeating Steps 5-7

AUTHORIZATION-TO-ENTER

HOME OWNER NAME(S): _____

PROPERTY ADDRESS: _____

VISIT TYPE: 60-DAY ASSESSMENT AND/OR REPAIR WORK VISIT(S)
 11-MONTH ASSESSMENT AND/OR REPAIR WORK VISIT(S)
 RADON TEST PERFORMED OTHER: _____

.....

I DO hereby authorize Westcraft Home's personnel and/or hired tradesman to enter my home unattended by myself, the owner, for the sole purpose of assessing and/or performing warranty repair work or a radon test requested and approved by me. I further agree any pet in my home will either be confined to an area minimizing interaction with personnel or tradesman or will not require supervision be provided by personnel or tradesman.

I agree that Westcraft Homes personnel and/or hired tradesman will not be held responsible for any damages or losses that may be incurred as a result of any action taken pursuant to this authorization. I also agree to hold harmless such Westcraft Homes personnel and/or hired tradesman from any claims or obligations and any consequential or incidental damages arising out of or related to any acts or omissions related to this authorization, with the exception of any proven negligent acts or omissions, on the part of Westcraft Homes personnel and/or hired tradesman or its duly authorized agents.

.....

AUTHORIZED PERIOD OR DATE(S) ENTRY IS TO OCCUR: _____

BRIEF DESCRIPTION OF WORK TO BE PERFORMED: _____

ENTRY TO HOME TO BE GAINED BY:

KEYS PROVIDED BY HOME OWNER
LOCATION OF KEYS: _____

THRU GARAGE WITH ACCESS CODE PROVIDED BY HOME OWNER
ACCESS CODE: _____

PERSON AUTHORIZED BY HOME OWNER WITH ACCESS TO HOME
AUTHORIZED PERSON'S NAME: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

Homeowners Signature Date

Homeowners Printed Name Date

SECTION 7 - BUILDER'S EMERGENCY SERVICE PROCEDURES

We understand that all situations requiring immediate attention won't always happen during normal working hours. For this reason Westcraft Homes has supplied you with an emergency phone number for the appropriate service required below.

ALL EMERGENCY'S NOT REQUIRING 911 CONTACT:

WESTCRAFT HOMES WARRANTY LINE: (406) 249-2243

Help us service you better – know and use the appropriate procedures for reporting problems.

EMERGENCYS INCLUDE:

1. Electrical Outage
2. Water Outage
3. Furnace Outage
4. Gas leak or Outage
5. Water Leak, from any source
6. A NON-OPERABLE exterior door or lock

Please go through the following checklist prior to calling. **(Air-conditioning problems are corrected during normal working hours in the order they are reported).**

HEATING/COOLING

(Please confirm that your home was purchased with A/C equipment prior to contacting Westcraft Homes. Not all homes include A/C equipment even though the home may be plumbed and wired to allow for easy installation of an A/C unit at a later date by others)

1. Check breaker box for a switch that may need resetting. A tripped breaker must be turned all the way off and then back to reset.
2. Thermostat setting. On models with air-conditioning the system switch must be on "heat" and the fan switch should be on "auto".
3. Pilot. If the pilot is out, follow instructions on the furnace or in the manufacture's literature to re-light. Some furnaces have electronic ignition, if that is the case ignore #3.
4. Gas valve in "on" position. This is the last step in lighting the pilot and is frequently overlooked.
5. Bottom cover. Often the bottom panel on your furnace holds in a button (similar to the button on a clothes dryer) and the furnace fan will not operate if the button is not held in place.
6. Manual switch "on". This looks like a light switch and is located on the side of the furnace, next to the fuse.

PLUMBING – GAS OR WATER LEAK

1. Gas leaks are to be reported immediately to your local GAS SERVICE COMPANY. The reporting of this emergency to the Builder's 24-hour number should be secondary to the call made to your local GAS SERVICE COMPANY.
2. Water shut off valves are often located behind toilets and under sinks. Use these valves immediately when shutting down the water supply to a particular fixture or appliance is necessary.
3. The home water supply can be shut off supplying all water throughout the home. This valve is normally located in the basement or crawl space of the home on the wall nearest the street.
4. The City water service can be shut off to eliminate all water supplied to the home from the street. This is usually located in the front of the home near the street.

ELECTRICAL

1. Always check the main breaker at the top of your breaker box before calling.
2. Check all GFI switches prior to calling.

WATER LEAKS

1. Immediately collect the water entering the home by means of buckets, pans, towels plastic etc., to prevent damage from the water. Any water leak is considered an emergency and Aspen Builders, Inc. should be contacted immediately.



PART III - NORTHLAND SUBDIVISION: COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NORTHLAND SUBDIVISION (this "Declaration") is made the ____ day of September 2005, by BRIDGELAND DEVELOPMENT, LLP, a Montana company (hereinafter referred to as the "Undersigned").

W I T N E S S E T H:

WHEREAS, the Undersigned is the owner of certain real property situated in Flathead County, Montana, known as Northland Subdivision, according to the plat thereof recorded on _____, 2005, in the records of the Office of the Clerk and Recorder of Flathead County, State of Montana (the "Plat"), including the easements and licenses appurtenant to or included in the property as shown on the Plat; and

WHEREAS, the Undersigned desires to create a planned community at the above-described property delineated on the Plat and to subject and place upon the above-described property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvement, sale and ownership of said property.

NOW, THEREFORE, the Undersigned hereby declares that all of the properties described above, including any real property subsequently incorporated into Northland Subdivision, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I – DEFINITIONS, INTERPRETATION AND EXPANSION

Section 1.1 Certain Defined Terms. For the purpose of this Declaration (and all exhibits and other documents made or delivered hereunder), in addition to the terms defined above in the recitals, the following terms shall have the following meanings:

"Association" shall mean and refer to Northland Subdivision Property Owners Association, a Montana non-profit corporation, its successors and assigns. The Association shall act by and through its Board and officers.

"Board" shall mean and refer to the Board of Directors of the Association.

"Common Area" shall mean and refer to all real property (including improvements thereon) owned or leased by the Association for the common use and enjoyment of the Owners, including all parks and similar areas, including improvements thereon, on the Plat.

"Common Expense" shall mean and refer to (a) the costs of maintenance, repair and replacement of the Common Area, all alleys, and all common utility lines within the Property, (b) all of the real and personal property taxes levied against the Common Area, (c) the costs of utilities to service and operate the Common Area

(including the cost of street lighting) as well as all utility costs and expenses relating to the Lots which are not separately metered and billed to each Lot, (d) the cost of insurance carried pursuant hereto, (e) the cost of maintaining, irrigating and replacing landscaping within or adjacent to the Common Area, (f) proposed capital expenditures with respect to the Common Area and alleys, (g) all other expenses of owning, administering, servicing, conserving, managing, and operating the Common Area, (h) all other expenses expressly declared to be common expenses by this Declaration or by the Bylaws of the Association, and (i) all expenses lawfully determined to be common expenses by the Board of the Association.

"Community" shall mean the Northland Subdivision included within the Property.

"Community Budget" shall mean a budget for each fiscal year to be prepared by the Board and adopted by the Association, which budget shall be applicable to all of the Lots, shall be used as the basis for establishing the annual assessment to be levied against each Lot, and shall include an estimate of all the Common Expenses. The Community Budget shall specifically include an adequate reserve fund for the maintenance, repair and replacement of areas and facilities which are located from time to time within the Common Area in order that such maintenance, repairs and replacements may be paid for through regular periodic assessment rather than by special assessment; provided, however, that the Association may levy special assessments, reconstruction assessments and extraordinary assessments in the manner set forth in Article IV.

"Declarant" shall mean and refer to Bridgeland Development, LLP, a Montana limited liability company, and the successors and assigns of Bridgeland Development, LLP, if such successors or assigns shall first be designated by Bridgeland Development, LLP as a Declarant by a written instrument executed by both Bridgeland Development, LLP and the transferee which is duly recorded in the records of the Clerk and Recorder, Flathead County, Montana. In such written instrument, Bridgeland Development, LLP may transfer to a successor Declarant all or less than all of the Special Declarant Rights reserved to the Declarant in this Declaration, and if less than all, then Bridgeland Development, LLP shall remain a Declarant hereunder with respect to any such rights not so transferred.

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Bridgeland Development, as the same may be amended and supplemented from time to time.

"Design Guidelines" means the guidelines and rules published and maintained by the Design Review Board from time to time.

"Design Review Board and "DRB" shall mean and refer to the Design Review Board described in Article V whose purpose is to maintain the quality and architectural harmony of improvements in Northland Subdivision.

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

"First Mortgage" shall mean and refer to any unpaid and outstanding first mortgage, first deed of trust or other similar voluntary security instrument encumbering a Lot recorded in the records of the Clerk and Recorder, Flathead County, Montana, having priority of record over all other recorded liens except those governmental and other liens made superior by statute.

"First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage or Montana Trust Indenture, or any successor to the interest of any such person under such First Mortgage.

"Guest" shall mean and refer to any family member, guest, patron, tenant, agent, employee, licensee or invitee of an Owner.

"Lot" shall mean and refer to any separate numbered parcel, lot or plot of land shown upon the Plat, as the same may be amended from time to time (including real property additions to Northland Subdivision pursuant to the provisions of this Declaration), together with all appurtenances and improvements now or hereafter located thereon.

"Member" shall mean and refer to each Owner of a Lot that is subject to assessment hereunder, including Declarant so long as Declarant owns any Lot. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" shall mean and refer to that certain real property described in the first "Whereas" clause of this Declaration, together with such additions thereto (including Expansion Property), if any, as may from time to time be made subject to these Covenants pursuant to the provisions of this Declaration.

"Special Declarant Rights" shall mean and refer to the development and other rights expressly reserved for the benefit of Declarant in accordance with the terms and conditions of this Declaration.

Section 1.2 General Interpretive Principles. For purposes of this Declaration, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Declaration have the meanings assigned to them in this Declaration and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender;

(b) References herein to "Articles," "Sections," "Paragraphs," and other subdivisions without reference to a document are to designated Articles, Sections, Subsections, Paragraphs and other subdivisions of this Declaration;

(c) Reference to a subsection or clause without further reference to a Section is a reference to such subsection or clause as contained in the same Section in which the reference appears, and this rule shall also apply to Paragraphs and other subdivisions;

(d) The words "herein," "hereof," " hereunder" and other words of similar import refer to this Declaration as a whole and not to any particular provision; and

(e) The term "include" or "including" shall mean without limitation by reason of enumeration.

Section 1.3 Right to Expand. The Declarant also now owns or may in the future own additional real estate in Flathead County, Montana, which it may desire to incorporate into Northland Subdivision (the "Expansion Property"), and the Declarant has reserved the right, but will not be obligated, to incorporate the Expansion Property in whole or in part in the regime established under this Declaration, all as provided in Article IX below, so that the Expansion Property, if and when developed, will be treated as an integral part of Northland Subdivision.

ARTICLE II – GRANT OF EASEMENTS

Section 2.1 Easements Over Common Area. There is hereby created and granted to the Association and to each Owner for the benefit of each Lot a nonexclusive easement upon, over and across, and the right to use, the park areas, and similar areas and facilities as may be located within the Common Area from time to time.

Notwithstanding anything to the contrary contained herein, the right of the Owners and their Guests to use the Common Area as set forth above shall be subject to the following restrictions: (a) strict compliance with such reasonable rules and regulations as may be promulgated and published by the Association from time to time, provided that such rules and regulations shall require no payment of fees or other charges on the part of the Owners and their guests other than as specifically set forth in Article IV and shall otherwise be generally and equally applicable to all of the Owners and their Guests; and (b) the right of the Association to close or limit the use of the Common Area solely for the purpose of performing its obligations set forth herein, but only to the extent that such closure or limitation of use shall be deemed necessary to protect the health or safety of the Owners and their Guests or to prevent any party from acquiring any prescriptive rights in any thereof. The easement and right to use granted in this Section shall run with the land and shall be appurtenant to each Lot, such that a transfer of legal title to a Lot shall automatically transfer the easement and right to use granted in this Section.

Section 2.2 Other Easements. The following easements, uses and rights shall run with the land and all conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the same even though no specific reference to such easements, uses and rights appears in any such conveyance:

(a) Access. Easements for access are reserved as shown on the Plat or other duly recorded instruments. No structure, planting or other material shall be placed or permitted to remain within these easements that may damage or interfere with access.

(b) Alleys. Alleys shown on the Plat are reserved for all Owners, provided they are primarily for the benefit and use of Owners whose Lots are adjacent to the alleys. No structures or other improvements may be located in the alleys that interfere with this use.

(c) Utilities.

(i) Each Lot shall be and is hereby made subject to all easements for gas, electric, telephone, cable television, water, sewer, and other lines as are necessary to provide utility service to said Lot, adjacent Lots and/or the buildings located thereon and for snow melt. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public, governmental or quasi-governmental entity for such purpose.

(ii) Without limiting the generality of the foregoing, certain private utility or service connections or lines and equipment, such as gas, telephone, electric, cable television, sewer and water lines and the fire protection system, may be located in one of the Lots but used by, or in common with, other Lots. Each Owner of a Lot on which such private utility or service connections or lines or equipment are not located but whose Lot is serviced by the same shall have a perpetual nonexclusive easement in and to that part of the other Lots containing such private utility or service connections or lines or equipment as is reasonably necessary for purposes of maintenance, repair, replacement and inspection thereof.

(d) Public Agencies. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, public works, and other similar public agencies or persons, now or hereafter servicing the Property, to enter the Property in the performance of their duties.

(e) Association. The Association (including its agents, employees and contractors) shall have a nonexclusive easement to make use of each Lot and the improvements located thereon as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

(f) Declarant. Until termination of the period of Declarant's control of the Association set forth in Section 3.3, Declarant (including its agents, employees and contractors) shall have a nonexclusive easement to make use of each Lot and the improvements located thereon as may be necessary or appropriate to exercise Special Declarant Rights pursuant to this Declaration.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS; THE ASSOCIATION

Section 3.1 Membership. Each Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and shall automatically pass with fee simple title to the Lot. Each Lot, however, shall only be entitled to one vote.

Section 3.2. Directors of the Association. The affairs of the Association shall be managed by a Board of at least three (3) directors, the exact number of directors to be set from time to time in the Bylaws of the Association to the extent not set in Section 3.3. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

Section 3.3 Management of the Association. From date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove members of the Board and officers of the Association as hereinafter provided. The period of Declarant's control of the Association shall terminate upon the date sixty (60) days after conveyance of 100% of the Lots to Owners other than Declarant. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control as set forth above, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

Section 3.4 Officers of the Association. The officers of the Association shall be as set forth in the Bylaws of the Association.

Section 3.5 Management.

(a) The Property shall be administered and managed pursuant to this Declaration and the Articles of Incorporation and Bylaws of the Association. Each Owner shall comply strictly with the provisions of this Declaration and of the Articles of Incorporation and Bylaws of the Association. The Board shall have the right to adopt, amend or repeal, from time to time, reasonable rules and regulations governing the use of the Common Area as herein set forth and each Owner shall be bound by and shall comply with such rules and regulations. Rules and regulations concerning and governing the Property or any portion thereof may also be adopted, amended or repealed, from time to time, by the Board, and each Owner shall be bound by and shall comply with such rules and regulations. The Association shall enforce all rules and regulations as well as the provisions of this Declaration and of the Articles of Incorporation and Bylaws of the Association. Failure of an Owner to comply with any such rules and regulations or provisions shall be grounds for an action to recover damages or to obtain injunctive relief, or both, by the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner and, in addition, the Board may establish and enforce penalties for the infraction thereof, including (after notice and an opportunity to be heard) the levying and collecting of fines for the violation of any of such rules, regulations or provisions.

(b) Notwithstanding anything to the contrary contained herein, neither the Association nor the Board, nor their respective members, shall adopt any rule, regulation or decision or take any action in any manner whatsoever that would interfere with the reasonable and normal activities to be conducted on the Property or any Lot or the property surrounding the Property.

ARTICLE IV - COVENANT FOR ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, including Declarant, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments, (b) special assessments, (c)

reconstruction assessments, and (d) extraordinary assessments, all such assessments to be established and collected as hereinafter provided. The annual, special, reconstruction and extraordinary assessments, together with late charges, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property as hereinafter provided. Each assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Montana or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 4.2 Annual Assessments.

(a) Budgets. The Board shall fix, determine, levy and collect annual assessments to be paid by the Owners to meet the Common Expenses and to create a contingency reserve. Prior to the beginning of each fiscal year of the Association, the Board shall adopt the Community Budget for that year (which shall be the basis for an annual assessment against all of the Lots). Notwithstanding anything to the contrary contained herein, the Community Budget will be determined by Declarant to the extent of costs and expenses covered thereby to be incurred by Declarant and submitted to the Board for the Board's adoption as part of the budgeting process, with said budget being supplemented by the Board for costs and expenses for other items included therein to be incurred by the Association. For the Association's first fiscal year, Declarant shall determine the Community Budget based on a good faith estimate of costs. Thereafter, the Community Budget shall be prepared on the basis of the previous year's respective costs, with such adjustments as the Board reasonably considers appropriate. At the first meeting of the Board, the Board shall adopt the initial budget of the Association. All annual assessments shall be established based upon approved budgets. Within thirty (30) days after adoption of any proposed budget of the Association, the Board shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget, which meeting shall be set not less than fourteen (14) days and not more than sixty (60) days after mailing or other delivery of the summary. With respect to Community Budgets: (i) unless a majority of all of the Owners who are voting in person or by proxy at that meeting reject the Community Budget, the Community Budget shall be ratified, whether or not a quorum is present; and (ii) in the event that the proposed Community Budget is rejected, the annual Community Budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent Community Budget proposed by the Board as herein set forth, whereupon any annual assessment previously set shall be adjusted accordingly. Notwithstanding the foregoing, the Community Budget for any year may be set by the Board without any vote of the Owners, provided that such budget not increase, on a percentage basis, over the prior year's budget by more than 20% or by more than the increase, on a percentage basis, of the Consumer Price Index for Urban Consumers published by the Bureau of Labor Statistics, U. S. Department of Labor, whichever is greater.

(b) Date of Commencement. The initial annual assessment shall commence on the day on which the first Lot is conveyed to an Owner other than Declarant, and the second and each subsequent annual assessment period shall correspond with the fiscal year of the Association. The annual assessments shall be made due and payable, in advance, with such frequency and on such dates as determined by the Board, but no more frequently than monthly, provided that the first annual assessment shall be adjusted according to the number of days in the first Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a prorata

share of the last installment due. Until the commencement of the initial annual assessment, Declarant shall pay all Common Expenses.

Section 4.3 Special Assessment. In addition to the annual assessments authorized in this Article IV, the Association may levy, in the Association fiscal year, a special assessment applicable to that year only, whenever in the opinion of the Board it is necessary or advisable to do so for the purpose of (a) meeting increased operating or maintenance expenses or costs, (b) replenishing the working capital fund referred to in Section 4.7 if it is reduced or depleted, (c) providing for additional capital expenses, or (d) meeting expenses or costs resulting from emergencies. Except for special assessments levied to meet emergencies which threaten individual safety or property or special assessments levied for actual usage of utilities, any such special assessment may be levied only pursuant to and based upon a supplemental budget adopted by the Board, which budget (or a summary thereof) is first mailed, by ordinary first class mail, or otherwise delivered to all Owners within thirty (30) days after the adoption thereof and which budget is not rejected by a majority of all of the Owners who are voting in person or by proxy at a meeting called, by notice accompanying the aforesaid budget or summary, not less than fourteen (14) days nor more than sixty (60) days after mailing or other delivery of the aforesaid notice to consider ratification of the supplemental budget, whether or not a quorum is present at such meeting. The Board shall prepare and provide to each Owner an itemized statement of any special assessment against such Owner's Lot, which statement shall set forth in detail the various expenses for which the special assessment is being made. Special assessments shall be due and payable as specified in the written notice of such assessment provided by the Board.

Section 4.4 Reconstruction Assessments. In addition to the annual and special assessments authorized in this Article IV, if any improvements in the Common Area or alleys shall be damaged, destroyed or condemned, the Association shall levy a reconstruction assessment for the purpose of repair or reconstruction of the damaged, destroyed or condemned improvements within the Common Area. All such reconstruction assessments shall be equal to the net amount of the cost of repair or reconstruction of such improvements and shall be calculated by subtracting from the total cost of repair or reconstruction the sum of the insurance or condemnation proceeds awarded for the damage, destruction or condemnation thereof, if any. The Board shall prepare and provide to each Owner an itemized statement of any reconstruction assessment against such Owner's Lot, which statement shall set forth in detail the various expenses for which the reconstruction assessment is being made. Such reconstruction assessments shall be due and payable as provided by resolution of the Board, but not sooner than thirty (30) days after written notice thereof.

Section 4.5 Rate and Payment of Assessments. Each Owner shall be allocated and shall pay such Owner's prorata share of the total aggregate annual assessment and all special and reconstruction assessments levied by the Association with respect to all matters.

Section 4.6 Extraordinary Assessment. Any amounts expended by the Association for the exclusive benefit of any individual Lot and the Owner thereof, any fines (pursuant to rules adopted by the Association), any amounts expended by the Association for repairs and replacements caused by the negligent or willful or tortious acts or omissions of an Owner or such Owner's Guests, any costs arising under Section 8.2, or any cost incurred by the Association to cure an Owners default hereunder, including reasonable attorneys' fees, shall be the responsibility of such Owner. The Association shall levy through its Board an extraordinary assessment against such Owner for such amounts or costs. Notice in writing of the amount of any extraordinary assessment levied by the Association pursuant to this Section shall be given promptly to the applicable Owner and payment shall be due when such written notice is given to the Owner.

Section 4.7 Effect of Nonpayment of Assessments; Remedies of the Association.

(a) If any assessment shall remain unpaid ten (10) days after the due date thereof, the Board may impose a late charge on such defaulting Owner in a reasonable amount, not to be less than 12 percent of the unpaid assessment per annum.

(b) Failure to make payment of any assessment within thirty (30) days after the due date thereof shall also cause the full amount of such Owner's annual assessment for the remainder of that fiscal year to become due and owing at once, at the option of the Board.

(c) In addition to the foregoing, during the period of any delinquency in the payment of any assessment, the Board may suspend a delinquent Owner's voting privileges in the Association (but no such suspension shall affect the rights of the First Mortgagee).

(d) In the event that it shall become necessary for the Board to collect any delinquent assessments or fees, the Association may bring an action at law against the Owner personally obligated to pay the same, and in the event a judgment is obtained, such judgment shall include interest, late charges and reasonable attorneys' fees, together with the costs of the action.

(e) In the event that it shall become necessary for the Board to collect any delinquent assessments or fees, the Association may foreclose the lien against the defaulting Owner's Lot created by Section 4.1 in like manner as a mortgage on real property, or may accept a deed in lieu of such foreclosure. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorneys' fees. The Association shall be entitled to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage or convey the same. The Board or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board or by the managing agent of the Association and may be recorded in the records of the Clerk and Recorder, Flathead County, Montana. A release of lien shall be executed by the Association and recorded in the records of the Clerk and Recorder, Flathead County, Montana at the Owner's expense, upon payment of all sums secured by a lien or recorded notice of lien. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof.

(f) In the event that it shall become necessary for the Board to collect any delinquent assessments or fees, the Association may pursue any and all other rights and remedies available to it.

(g) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of such Owner's Lot.

(h) The foregoing rights of the Association are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion for the same shall arise, it being understood and agreed that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of the Association, at law or in equity or otherwise.

Section 4.8 Payment by First Mortgagee. Any First Mortgagee holding a lien on a Lot may pay, but shall not be obligated to pay, any amounts secured by the lien created by this Article, and upon such payment such First Mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE V - DESIGN CONTROL

Section 5.1 Design Review Board. There is hereby established a Design Review Board, which shall be responsible for the establishment and administration of Design Guidelines to facilitate the purposes and intent of this Declaration. The Design Review Board ("DRB") may amend, repeal and augment the Design Guidelines from time to time. The Design Guidelines will be binding on all Owners and other persons governed by these Guidelines.

Section 5.2. Design Review Board Membership. The DRB will be composed of three persons, one of whom should be a professional design consultant. All members of the DRB will be appointed by the Declarant, removed, and replaced by Declarant, in its sole discretion, until expiration of the Period of Declarant Control or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at that time the Board of Directors will succeed to Declarant's right to appoint, remove, or replace members of the DRB.

Section 5.3 Review. No structure or attachment to an existing structure and no building, fence, wall, canopy, awning, roof, exterior lighting facility, athletic facility or other improvement or attachment shall be constructed, erected, placed or installed upon the Property, and no change or alteration of the materials or appearance (including color) of the exterior of a building or other structure shall be made, and no change in the final grade of any Lot shall be performed, until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to, and shall have been approved in writing by the DRB as to harmony of external design and location in relation to surrounding structures and topography and compliance with the Design Guidelines then in effect. The plans and specifications so submitted shall comply in all respects with all applicable building and zoning regulations. The Design Review Board may require that the applicant submit additional materials reasonably required to perform its review function. In its review of such plans, specifications and other materials, the DRB may require that the applicant reimburse the DRB for the actual expenses incurred by the DRB in the review and approval process. Such amounts, if any, shall be levied as part of the annual assessment against the Lot for which the request for design approval was made and, as such, shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection thereof, as more fully provided in Article IV of this Declaration. All improvements within the Property constructed by Declarant during the period of Declarant's control of the Association as provided in Section 3.3, shall be deemed approved by the DRB without the issuance of any writing evidencing such approval.

Section 5.4 Procedures. The DRB shall approve or disapprove all requests for design approval within thirty (30) days after the complete submission of copies of all plans, specifications and other materials that the DRB may require in conjunction therewith. In the event that the DRB fails to approve or disapprove any request within thirty (30) days after the complete submission of all plans, specifications and other materials with respect thereto, approval shall not be required and this Article shall be deemed to have been fully complied with. Additional Design Review Procedures may be published as part of the Design Guidelines.

Section 5.5 Vote. A majority vote of the Design Review Board is required to approve each request for design approval pursuant to this Article.

Section 5.6 Records. The DRB shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of any business day.

Section 5.7 Liability. Neither the Board nor the Design Review Board, nor the members thereof, shall be liable in damages to any person submitting requests for design approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 5.8 Variance. The DRB may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article, in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Article. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

Section 5.9 Waivers. The approval or consent of the DRB to any application for design approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the DRB as to any application or other matters whatsoever subsequently or additionally submitted for approval or consent hereunder.

Section 5.10 Other Approvals. After receiving the approval of the DRB to any application for design approval, or after the failure of the DRB to approve or disapprove any such request within thirty (30) days after the complete submission thereof, or after receiving a variance pursuant to Section 5.6, the applicant shall obtain all other approvals as may be required by any governmental or quasi-governmental entity having jurisdiction over the Property.

ARTICLE VI - INSURANCE

Section 6.1 Insurance on Common Area. The Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of such coverage shall be included in the Community Budget and shall be paid by the Association as a Common Expense:

(a) Property insurance covering all insurable improvements located in the alleys and Common Area, if any, and all equipment, furnishings and other items of personal property relating solely thereto (including any snow melt system), except for land, foundations, excavations and other matters normally excluded from coverage, in an amount equal to the maximum replacement value thereof and, in any event, not less than necessary to comply with any co-insurance percentage stipulated in the insurance policy. Said policy shall contain a "Replacement Cost Endorsement" and an "Agreed Amount Endorsement." Such insurance shall afford protection against at least the following: (i) loss or damage by fire and other perils normally covered by the standard "all-risk" policy; and (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

(b) Comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, in an amount at least equal to the estimated maximum of funds, including reserves, in the custody of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than three (3) months aggregate assessments on all Lots, plus such reserve funds. Such fidelity coverage or bonds shall meet the following requirements: (i) all such fidelity coverage or bonds shall name the Association as an obligee; and (ii) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this clause (b).

(c) General liability and property damage insurance against claims for bodily injury or death or property damage occurring upon, in or about the alleys or Common Area, in limits of not less than \$1,000,000 for bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to property, and if higher limits shall at any time be customary to protect against possible tort liability, such higher limits shall be carried. Such insurance shall cover claims of one or more insured parties against other insured parties.

(d) Insurance against such other risks of a similar or dissimilar nature as the Board shall deem appropriate, including personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

Section 6.2 General Provisions of the Insurance Policies. All policies of insurance required to be carried under this Article shall be carried in blanket policy form, naming the Board, the Association, its officers and any managing agent, the Design Review Board, each Owner and each First Mortgagee, and their respective employees and agents, as additional named insured, as their interests may appear. Each insurance policy shall also contain a "severability of interest" endorsement that provides in case of violation of any provision thereof by the Association or one or more (but less than all) of the Owners, the coverage of such policy shall be suspended or invalidated only as to the interest of the Association or the Owner or Owners committing the violation and not as to the interest of any other party. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance. The Association shall furnish a certified copy or duplicate original of each insurance policy, or renewal thereof, with proof of premium payment, to any party in interest, including First Mortgagees, upon request. All policies of insurance required to be carried under this Article shall be reviewed at least annually by the Board to ascertain that the coverage provided by such policies adequately covers those risks to be insured.

ARTICLE VII - MAINTENANCE, AND REPAIR

Section 7.1 Responsibilities of the Association.

The Association shall:

- (a) maintain and repair all vegetation, walkways and other paved areas, and improvements within the Common Area;
- (b) maintain and repair alleys located within the Property; and
- (c) pay all utility costs for utilities which are not separately metered and billed to each Lot by the appropriate utility provider, if any.

The Association shall not allow the alleys and improvements upon any Common Area to fall into disrepair and shall keep all such improvements in good condition and repair and adequately painted, surfaced or otherwise finished. The cost of such responsibilities of the Association shall be a Common Expense included in the budgets adopted by the Board pursuant to Article IV and shall constitute part of the assessments levied against each Lot pursuant to Article IV. In performing such activities, the Association shall not do any act or work which unreasonably impairs any of the Common Area or alleys, or which unreasonably interferes with any easement. The foregoing responsibilities of the Association shall not include repair or reconstruction following a casualty except to the extent otherwise provided in Article VII.

Section 7.2 Maintenance of Lots. Each Owner shall be solely responsible for maintenance and repair of such Owner's Lot and all buildings, structures and improvements located thereon, including fixtures and improvements and all utility lines and equipment located therein which service only such Owner's Lot. In performing such maintenance and repair, or in improving or altering such Owner's Lot or the improvements located thereon, no Owner shall do any act or work which interferes with any easement granted or reserved herein.

Section 7.3 Owner's Negligence. Notwithstanding anything to the contrary contained in this Article VII, in the event that the need for maintenance or repair of the Common Area is caused by the willful or negligent or tortious act or omission of any Owner or such Owner's Guests, the cost of such repair or maintenance shall be the personal obligation of such Owner. Any amount assessed against an Owner by the Association pursuant to this Section shall be in addition to any annual, special or reconstruction assessment to which said Owner's Lot is subject and the Association shall have all of the rights pertaining to an extraordinary assessment specified in Article IV for such amount.

A determination of the negligence or willful or tortious act or omission of any Owner or such Owner's Guests, and the amount of the Owner's liability therefor, shall be determined by the Board at a meeting after notice to the

Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

Section 7.4 Failure to Maintain. If any Owner fails to carry out or neglects the responsibilities set forth in this Article, the Association may fulfill the same and charge such Owner therefor. Any amount assessed against an Owner by the Association pursuant to this Section shall be in addition to any annual, special or reconstruction assessment to which said Owner's Lot is subject and the Association shall have all of the rights pertaining to an extraordinary assessment specified in Article IV for such amount.

ARTICLE VIII - RESTRICTIONS

Section 8.1 General Plan. Declarant's goal at Northland Subdivision is to create a lastingly beautiful environment in which to live.

Section 8.2 Restrictions Imposed. Certain activities and objects can be detrimental to the overall impression of the community. The Declarant hereby declares that all of the Property shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon, and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants' as well as those contained elsewhere in this Declaration:

(a) Use of Common Area.

(i) No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.

(ii) The use of the Common Area shall be subject to such reasonable rules and regulations as may be adopted from time to time by the Board.

(b) Use of Lots.

(i) Subject to clause (ii) of this subsection below, the Lots shall be used for residential purposes only, including all ancillary uses permitted by this Declaration and applicable zoning ordinances.

(ii) It shall be expressly permissible and proper for Declarant, its employees, agents, contractors and designees, to perform such reasonable activities and to maintain upon portions of the Property such facilities as Declarant deems reasonably necessary or incidental to the sale of Lots, the construction of improvements thereon and the development of the Property, specifically including maintaining business offices, storage areas, construction yards and equipment, signs, model units, sales offices, parking areas and lighting facilities. Notwithstanding the foregoing, subject to the right of the Declarant to close or limit the use of the Common Area while maintaining or repairing the same or making replacements thereto or performing construction activities therein, Declarant shall not perform any activity or maintain any facility on any portion of the Property in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner or such Owner's Guests of and to such Owner's Lot, the Common Area and a public right of way.

(c) Lots to be Sightly. Each Owner shall be responsible to maintain all structures on such Owner's Lot in a manner consistent with its original design, including painting, repair, landscaping, and removing trash and debris. No outside burning will be permitted except for outdoor barbecues. Except during any period of construction or reconstruction, each Lot at all times shall be kept in a clean, sightly and wholesome condition and no trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or

other building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot or any street.

(d) Construction-related Uses. Declarant, for itself and its successors and assigns, hereby retains a right to store construction materials on Lots owned by Declarant and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion of improvements of the Property, the performance of Declarant's obligations hereunder, and the sale of the Lots.

(e) Nuisances. No nuisance or unreasonably offensive or noxious activity, including noises (including those from sound systems) and activities or objects that create an offensive odor, nor any other use, activity or practice shall be permitted on or within any Lot which is the source of significant annoyance or embarrassment to, or which significantly offends or disturbs, residents of the Community or which materially interferes with the peaceful enjoyment or possession and proper use of any of the Property by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant or its designees which are reasonably necessary to the development of and construction on the Property so long as such activities of the Declarant or its designees do not violate statutes, zoning ordinances, rules or regulations of any governmental authority having jurisdiction with respect thereto and do not unreasonably interfere with any Owner's use and enjoyment of such Owner's Lot or with any Owner's ingress and egress to or from such Owner's Lot and a public way.

(f) Lots Not to be Subdivided. No Lot shall be subdivided. Not more than one (1) single-family detached residential unit may be located on any Lot, and each residential unit shall be used only as a single-family residence.

(g) Garbage and Refuse Disposal. No garbage, refuse, rubbish, trash or cuttings shall be deposited on any street or any Lot. All garbage, refuse, trash and cuttings shall be kept in approved covered containers at all times and any such covered container shall be kept within an enclosed structure except for scheduled collections. Dumpster-type containers may be provided at locations specified by the Design Review Board in connection with construction, repair or remodeling of any improvement on the Property, at the Lot Owner's expense.

(h) Recreational Vehicles. Motor homes, travel trailers, campers, boats, and other recreational vehicles shall not be parked on a Lot or street longer than 48 hours during any two-week period, provided that small utility trailers and boats shorter than 20 feet and not higher than six (6) feet, including trailer, may be parked in a storage area on the owner's Lot that is at least 24 feet from the Lot's front property line and four (4) feet from the front set back of the residence located on the Lot. No more than one storage area may be located on a Lot and no more than two items may be stored on any Lot. Storage areas must be enclosed by a fence (approved by the Design Review Board) that blocks from view the stored items from the street and other Lots.

(i) Leases. As used herein the term "lease" shall include any agreement for the leasing or rental of a Lot. Any Owner shall have the right to lease such Owner's Lot provided that all leases shall provide that the terms of the lease and the lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease.

(j) Mechanic's Liens. No labor performed or materials furnished with the consent of or at the request of any Owner or such Owner's agent, contractor or subcontractor, in connection with any Lot shall create any right to file a mechanic's lien against the Lot of any other Owner or the Common Area. Each 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 on or against any such other Lot or the Common Area for labor performed or for

materials furnished with the consent of or at the request of the contracting Owner. At the written request of any Owner; the Association shall enforce such indemnity by collecting from the contracting Owner the amount necessary to discharge any such lien and all costs and expenses incidental thereto, including reasonable attorneys' fees. Said amount, costs and expenses may be levied by the Association against the contracting Owner as an extraordinary assessment and payment may be enforced by the Association as is provided in Article IV.

Section 8.3 Violation. Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Article IX shall be made by the Board and shall be final; provided, however, that a decision as to whether or not a particular activity or occurrence on, in or around the Common Area shall constitute a violation of this Article IX shall be made only upon a reasonable determination based upon the requirements limiting action of the Board as set forth in Section 3.5 (b).

ARTICLE IX – EXPANSION AND WITHDRAWAL

Section 9.1 Reservation of Right to Expand. Declarant reserves the right, but will not be obligated, to expand the effect of this Declaration to include all or part of the Expansion Property. The consent of the existing Owners and Mortgagees will not be required for any such expansion, and Declarant may proceed with such expansion without limitation at its sole option. Declarant will have the unilateral right to transfer to any other person this right to expand by an instrument duly recorded. Declarant will pay all taxes and other governmental assessments relating to the Expansion Property as long as the Declarant is the owner of such property.

Section 9.2 Completion of Expansion. When Declarant has determined that no additional property shall be added to Northland Subdivision, Declarant shall notify the Association in writing. Until such notice is given, Declarant retains the right to designate additional property as Expansion Property.

Section 9.3 Declaration of Annexation. Any expansion of the Property may be accomplished by recording in the Declaration of Annexation and one or more supplemental Plats in the records of the Clerk and Recorder of Flathead County, Montana, before the expiration of the Period of Declaration Control. The Declaration of Annexation will describe the real property to be expanded, submitting it to these Covenants and provide for voting rights and Assessment allocations as provided in this Declaration. Specifically, each new Lot in the annexed area will be allocated one vote and liability for the Common Expenses equal to the liability allocated to each of the other Lots, and the proportionate voting interest and allocation of Common Expenses for the other Lots will be adjusted accordingly. Such Declaration of Annexation will not require the consent of Owners, the Association's member or its Board of Directors. Any such expansion will be effective upon filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

Upon recordation of any such Declaration of Annexation, the definitions used in this Declaration will be expanded automatically to encompass and referred to Northland Subdivision as expanded. Such Declaration of Annexation may add supplemental covenants peculiar to the Expansion Property in question, or delete or modify provisions of this Declaration as it applies to the Expansion Property added. However, the Declaration may not be modified with respect to that portion of the Property already subject to this Declaration, except as provided herein for amendment.

Section 9.4 Withdrawal of Property. Declarant reserves the right to withdraw from the jurisdiction of these Covenants any parcel of Property (including Expansion Property), provided however, that no parcel may be removed after it has been conveyed to a purchaser.

ARTICLE X - GENERAL PROVISIONS

Section 10.1 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration or the Articles of Incorporation, Bylaws or rules and regulations of the Association, all as may be amended from time to time, shall be by any proceeding at law or in equity against any person or persons, including the Association, violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right (after notice and an opportunity to be heard) to levy and collect fines for the violation of any provision of the aforesaid documents. In any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.2 Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions, which shall remain in full force and effect.

Section 10.3 Conflict of Provisions. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 10.4 Transfer of Rights. Any Special Declarant Rights created or reserved under this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the office of the Clerk and Recorder for the County of Flathead, Montana. Such instrument shall be executed by Declarant and its transferee.

Section 10.5 Duration. Each and every provision of this Declaration shall run with and bind the land from and after the date of recording of this Declaration.

Section 10.6 Amendment, Revocation. This Declaration may be amended or revoked at any time by any instrument approved in writing by not less than sixty-seven percent (67%) of the Members; provided, however, that:

(a) So long as Declarant continues to own one or more Lots and it has not notified the Association that no additional property will be added to Northland Subdivision, this Declaration may not be amended, modified or revoked without the prior written consent of Declarant.

(b) Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration at any time prior to the termination of Declarant's control of the Association for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provision of this Declaration.

(c) No amendment may create or increase Special Declarant Rights, increase the number of Lots, or change the boundaries of any Lot or the allocated interests of a Lot, or the uses to which any Lot is restricted, in the absence of unanimous consent of the Owners.

An amendment or revocation of this Declaration shall be effective when duly recorded in records of the Clerk and Recorder, Flathead County, Montana.

Section 10.7 Registration by Owner of Mailing Address. Each Owner shall register such Owner's mailing address with the Association, and all notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address, and all such notices and demands, other than statements and other routine notices, shall be sent by either registered or certified mail. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand

may be sent to such Owner at the address of such Owner's Lot. All notices and demands shall be deemed to have been duly served or given if delivered personally or if addressed as provided above and mailed, postage prepaid, in the U.S. mail system. All notices, demands or other notices intended to be served upon the Board of the Association or the Association shall be sent by certified mail, postage prepaid, to 622 St. Andrews Drive, Columbia Falls, MT 59912, until such address is changed by the Association by notice to all Owners.

IN WITNESS WHEREOF, the Undersigned, being the Declarant herein, has hereunto set its hand and seal as of the day and year first above written.

BRIDGELAND DEVELOPMENT, LLP

By _____
Highland Development, LLC,
General Partner of Bridgeland Development, LLP
by Marvin Galts, President of Highland Development, LLP

PART IV – MAINTENANCE & CARE

GRANITE COUNTERTOPS CARE & MAINTENANCE

Granite is a super tough stone that is formed from volcanic magma. Granite has earned the reputation as a great building stone. It ranges in color, and is known for how beautiful it is, especially for countertops. Granite is durable and resists heat. This makes it great for kneading dough, making roll-out cookies and pastries, and other tasks that need a cool countertop. Granite, however, is porous. Granite countertops can chip, crack or stain. Proper care and maintenance is a worthwhile investment to keep them beautiful and durable for years. Granite requires regular maintenance, as all countertops do.

BASIC CLEANING:

To keep granite countertops clean, use a microfiber cloth to dust off the surface. Wipe down your granite countertops daily and as needed using warm water, or use water and mild liquid dishwashing soap. Your countertops should be wiped dry after you are done cleaning them. Once a week wipe down with a damp cloth and a stone cleaner formulated with a neutral PH. Never use harsh chemicals or abrasives cleaners. Avoid anything acidic on granite countertops, because acid will eat away at the sealant and may pit the surface. Do not use cleaners that may contain acid, including vinegar, and some bathroom cleaners. Many window cleaners contain vinegar.

GENERAL MAINTENANCE:

Sealing is a regular maintenance task for granite. Re-seal your countertops when water splashes on the surface no longer beads up. It's important to examine your granite at least once a year. Inspect areas to make sure there is no cracking or shifting at the seams. Inspect for stains and scratches as well. For oily stains, try a poultice made of a cup of flour or baking soda and 5 tablespoons of dish soap. Add water to make it pasty. Place the solution directly on the stain and cover with plastic wrap overnight. Wipe poultice off with warm water repeat as necessary.

DO'S AND DON'TS OF GRANITE

- **DO** clean up spills immediately to minimize damage to your stone.
- **DO** use trivets or mats under hot dishes and cookware.
- **DO** use place mats under china, ceramics, silver and other objects that can scratch your stone's surface.
- **DO** use coasters under glasses, especially if they contain alcohol or citrus juices.
- **DON'T** wait to clean up spills on stone.
- **DON'T** use cleaners that contain acid such as bathroom cleaners, grout cleaners or tub cleaners.
- **DON'T** use vinegar, bleach, ammonia or other general-purpose cleaners.
- **DON'T** use abrasive cleaners such as dry cleansers or soft cleansers.
- **DON'T** use alkaline cleaners not specifically formulated for stone.
- **DON'T** use scouring powders and abrasives because they will scratch the surface.

QUARTZ COUNTERTOPS CARE & MAINTENANCE

Quartz is an extremely low maintenance surface that is not easily damaged. Following a few simple instructions will keep your countertop looking like new for many years to come.

- Use mild soap and warm water for routine daily cleaning. Be sure to rinse thoroughly.
- For stubborn spots, use a soft cloth or a non-scratch scrub pad, and a mild non-abrasive cleanser, with a neutral PH.
- For dried residue, a flat object such as a plastic putty knife can be used to gently scrape off the foreign material.
- Honed surfaces can show fingerprints and other signs of daily living more readily than polished surfaces, and will require more frequent maintenance. Honed surfaces can be cleaned as described above.
- Although quartz is extremely scratch resistant, it is not scratch proof. You should never cut or chop directly on your countertop. Always use a cutting board.
- Always use a hot pad or trivet when setting down hot objects, such as hot pans or plates. Direct contact with extremely high heat can cause damage.
- Take care to avoid spilling harsh chemicals such as drain cleaners, paint strippers, oven cleaners, bleaches, etc. on your Quartz countertop.

HONED & SATIN FINISHES:

Quartz offers you not only a wide range of colors, but of finishes as well; including polished, honed, satin, and brushed. Just as each finish has a different look; it also has slightly different characteristics. Quartz is a beautiful and durable non-porous surface. Some colors are available in HONED or SATIN finish which offers the soft appearance of a lower sheen compared to the POLISHED finish. The HONED and SATIN finishes require slightly more maintenance than polished finished materials. Since the honed or satin finish actually creates more surface area to the material it has the potential to show more signs of living from daily use. Possible marks from metal cookware or utensils; fingerprints, food and beverages, and other items placed on, or moved across the countertop, may be visible on the surface. Most marks can be easily removed with a cloth or sponge; or by using household cleaners such as a cleaning eraser or carefully scrubbing with a sponge and a non-abrasive cleaner such as Soft Scrub Advanced Cleaner®. Over time the Honed or Satin finish will develop character and a patina unique to each customer. Honed and satin finishes can be cleaned using the same products and methods as other finishes.

LAMINATE & ENGINEERED HARDWOOD CARE

How to Clean Laminate & Engineered Hardwood Floors – Less Water is Best!!!

LAMINATE HARDWOOD MAINTENANCE

Cleaning laminate floors is a breeze with the right mop. This handy guide will teach you how to clean these floor types effortlessly so you have more time to put your feet up!

To get started you will need 2 things:

#1 Microfiber Mop

First make sure you have the right mop for the job. The best way to clean laminate floors is with a microfiber mop. Microfiber mops glide across the floor picking up dirt and pet hair effortlessly. The swivel heads make it superfast to cover large areas, they get under tables and chairs easily, plus they require less water which is best because laminate flooring warps easily if exposed to water.

#2 Cleaning Solution

You can either buy a manufacturer's cleaning solution or make one yourself (scroll down to see my recipe for homemade laminate floor cleaner below). Either way you'll need a spray bottle to squirt the cleaning solution onto the mop pad.

Quick Instructions

1. Dry mop with your microfiber mop OR use a vacuum on the wood floors setting to suck up big dust bunnies and hair tumbleweeds
2. Dampen the microfiber pad with warm water and spray on the cleaning solution of your choice
3. Mop the floor
4. When the microfiber pad gets too dirty simply – rinse, replace and continue
5. When you're finished rinse the microfiber pad and put it in the washing machine on sanitary wash

NOT Recommended

Cleaning laminate floors with string mops or sponge mops will take you longer, leave streaky marks and because they use a lot of water will make it easier for moisture to sink into the cracks. If moisture gets into the core board it can warp these types of floors over time.

DO'S AND DON'TS OF CARING FOR LAMINATE FLOORING

- Do not use mops like string mops or sponge mops that use a lot of water (remember – if water corrupts the core-board it will cause it to warp!)
- When wet mopping your floor, do not soak the microfiber mop pad just dampen it
- Blot up large spills with a sponge, dry cloth or paper towel. Do not allow puddles to remain on the surface of your laminate floor for a long period of time because they could cause warping
- Remember, laminate floor is not real wood, so you should never wax or polish your laminate flooring
- Do not use anything with chemicals that promotes a clean and shine
- Do not use bleach or abrasive cleaners for cleaning laminate floors
- Never use steel wool or scouring pads because they are known for scratching surfaces

Removing Exotic Stains and Stubborn Marks

- Blood: give it spray of window cleaner and wipe with a damp cloth
- Chewing gum: use a plastic knife or something else (non-metal) to get under the gum and avoid scratching the floor. Once you've prized the worst of it off rub the residue with a soft cloth dampened with mineral spirits
- Crayon: apply mineral spirits to a damp cloth and rub away
- Grease: Freeze with an ice pack until the grease hardens, then scrape off with a plastic knife. Wipe away the remaining residue with a squirt of window cleaner and a damp cloth.
- Ink: Wipe with a damp cloth. Add a little detergent if the stain is stubborn. If it's very stubborn use a commercial ink remover but be sure to wipe up with a damp cloth once you're done
- Nail polish: You guessed it, the answer is – nail polish remover. Wipe up with a warm watered damp cloth once you're done.
- Red Wine or Coca Cola: wipe with a damp cloth
- Scuffs and heel marks: rub with a pencil eraser. It's just like correcting your kid's homework.

ENGINEERED HARDWOOD MAINTENANCE

Hardwood floorings installed in your house is one of your big investments. Proper maintenance is thus highly recommended. The following are examples of the reasonable and necessary maintenance you are expected to perform.

- Sweep or vacuum regularly since built-up grit can damage the surface of the wood. The vacuum head must be a brush or felt type. Be certain the wheels of the vacuum are clean and do not damage the finish. Do not use a vacuum with a beater bar head.
- Remove spills promptly using a soft cloth and cleaning products recommended by Oasis.
- Never wet-mop, damp-mop, or clean your floor with water or other products. This can severely damage the flooring and will void the warranties. Do not use hardwood floor cleaning machines or steam cleaners.
- We recommend Bona hardwood floor cleaner to be used with a terry cloth mop. Always vacuum the floors prior to using cleaner. Do not allow excess cleaner to remain on the floors surface as this may permanently damage the wood fiber.
- Important: Do not use oil soaps, liquid or paste wax products or other household cleaners that contain citrus oils, lemon oil, tung oil, silicon, or ammonia since these warranties do not cover damage caused by non-recommended products. Use of these and other such products will harm the long-term performance of your floor and may also affect its recoat ability.
- Do not use 2 in 1 cleaners with polish that may contain acrylics or urethane polish to restore gloss – the use of these products will void the finish warranty and may produce unsatisfactory results when not applied properly.
- Keep pets' nails trimmed, and paws clean and free of dirt, gravel, grease, oil, and stains.
- Place protective felt pads beneath furniture legs and feet to reduce scratches and dents. Replace pads as needed.
- Use a dolly and protective sheets of plywood when moving heavy objects, furniture, or appliances.
- Remove shoes with spiked or damaged heels before walking on floor.
- Maintain the proper Relative Humidity in your home between 35% - 55%.

TREX TRANSCEND®, TREX ENHANCE® AND TREX SELECT® CARE AND CLEANING GUIDE

PROBLEM	SOLUTION
Dirt and Debris	The affected area should be sprayed off with a hose to remove surface debris. Use warm soapy water and a soft bristle brush to remove dirt and debris from the embossing pattern.
Chalk Lines	Most colored chalks are permanent and may discolor the surface. Use only Irwin Strait-Line®* Dust-Off Marking Chalk (purple), available at Irwin.com
Tannins Due to Debris	Remove all debris from the deck using a hose or broom. Once the deck surface is dry, apply a deck "brightener"*** to the deck as directed by the manufacturer. Deck Brighteners contain oxalic acid, which will also remove tannins.
Ice and Snow	A plastic shovel may be used to remove snow from the deck. Use calcium chloride or rock salt to melt the snow and ice from the deck surface.
Oil, Grease and Food	All food spills should be removed as soon as possible. The surface must be cleaned within seven days to maintain the stain warranty. To remove, spray off with a hose and use warm, soapy water and a soft bristle brush to remove spills from the embossing pattern.
Mold and Mildew	If debris such as pollen and dirt is allowed to remain on the deck surface, mold can feed on the biofilm. Using a hose and warm, soapy water with a soft bristle brush is recommended to remove the food source and mold.
Using a Pressure Washer (Concrete, Stucco or Ground-in Construction Dirt)	A pressure washer with no greater than 3100 psi*** that has a fan attachment/adjustment and soap dispenser may be used to remove dirt, concrete dust, or other types of construction dirt. Spray deck with soap, then follow with gently scrubbing each deck board with a soft bristle brush. Spray/rinse each individual deck board using a fan tip no closer than 8-in from the decking surface. RINSE THOROUGHLY. If dirty water from cleaning is left to dry, this will cause a film to remain on the decking surface.
Maintaining Transcend and Select Railing	NEVER use acetone or other solvents on Trex Transcend or Select railing to maintain the beauty of the surface. For color transfer issues (from attachment of baluster spacer), use Mr. Clean® Magic Eraser® Original or Magic Eraser® Extra Power to help remove this.**** For small surface scratches, marks, or scuffs, use Dupli-Color Scratch Seal™ Clear Sealer Pen. *****

*Strait-Line® is a registered trademark of Irwin Industrial Tool Company.

**Use of products containing bleach or acid will lighten the surface of Trex. Use in an inconspicuous area to determine whether you like the effect. Neither product will affect the structural integrity of Trex.

***Use of a pressure washer greater than 3100 psi could damage the boards and void the warranty.

****Mr. Clean® and Magic Eraser® are registered trademarks of The Procter and Gamble Company.

*****Scratch Seal™ Clear Sealer Pen is a registered trademark of Dupli-Color® Products Company.

WINTER CARE & MAINTENANCE OF CONCRETE

We all like the enhancement that concrete offers for our sidewalks and driveways due to its inherent aesthetics and its durability. We even add color and texture to our concrete flatwork to further add to the architectural appeal of our home or business. Now we need to keep it that way. Once our concrete has been constructed, it is time to discuss the options available for winter care and maintenance. Winter care and maintenance of concrete flatwork is composed of things we should do and those we should not do.

THINGS NOT TO DO:

Let's discuss the things we should **not** do first. One of the single most important things to avoid is the use of salts as deicers during the first few years after construction of our concrete pavements and sidewalks. This is especially important if we have not sealed the pavement surfaces with a recommended **concrete sealer**. Salts, especially those with magnesium, calcium and potassium on the labels, are very damaging to the surface of the pavements. The ones sold in the stores for ice control are many times in the "most damaging" category. They are certainly useful for melting of ice, but the damage that is caused will make any home or business owner quite disappointed. Any salt or fertilizer should be avoided, if possible. Even parking an automobile which drips salt slush can cause a problem. The first notable evidence of damage is the presence of flakes on your concrete. These flakes are pieces of the concrete surface that have been dislodged. Your concrete has now "scaled". See photo above. Scaling is generally the only issue that we find from the application of salts to concrete, but in very extreme cases, the whole structure of the pavement can be affected from some of the more radical salts now being sold.

THINGS TO DO:

First, try to get by on sand for traction on the new concrete instead of using salt. However, in the extreme case where you must use salt to melt slippery ice, choose the one that will cause the least impact. That one is ordinary sodium chloride or table salt. Bags of canning salt can be purchased in the grocery store.

Consider these points...

Good Curing: Curing ensures that the surface of the concrete does not dry out prematurely.

Curing also provides proper heat management, especially in cool weather, so the cement has a chance to hydrate effectively. This minor procedure is neglected much too frequently.

Then, your concrete can be vulnerable from the start if curing is inadequate or missed.

Good Construction Practice: This requires that air entrainment is preserved in the surface of the concrete through proper finishing practices. The surface of exterior concrete pavement should never be finished with excessive effort, or the air entrainment at the surface will be destroyed. The air entrainment is important to make your concrete durable and the surface is the most important location to have this durability.

Construction for Durability: You have control here. Try to construct your concrete pavements before the cooler fall weather arrives. Exposure to some warm temperatures gives the cement and flash in the concrete the opportunity to hydrate and develop strength, thus development of greatly reduced

porosity and toughening of the surface. Concrete cannot toughen as well if placed during cooler weather conditions. Therefore, it cannot keep the water and salt from penetrating to cause damage. Fall placed concrete should be covered with insulating blankets which both cure and preserve temperatures above 55 degrees for a minimum of 7 days. Warmer is better. Place your concrete on warm soil and certainly ensure that the concrete does not freeze in the first seven days.

Sealing Your Concrete: Remember to apply a penetrating sealer to the concrete surface when the weather is still warm. We would like to think that concrete can resist all forms of deterioration once constructed. Unfortunately, there is no complete assurance that you will not lose some surface paste during the winter.

Owner Practices: Your operation practice can contribute to scaling through

- 1.) Allowing salt drips from autos parked on a driveway
- 2.) Application of deicing salts
- 3.) Application of fertilizers for deicing,
- 4.) Lack of concrete sealing practices.

Also, the diversion of downspouts away from the concrete surface during freezing temperatures keeps the concrete dry, which aids in durability all in itself. Plus, any salt residuals should be hosed off immediately in the spring to prevent the excess salt from moving into the concrete. Concrete sealers should contain silane or siloxane and should be reapplied every couple year.

Snow Management: The owner's timely ability to remove snow from the surface before tires or traffic compact it can go a long way to preserving the natural good traction of a concrete surface. Early snow removal can prevent slippery conditions and negates the need to apply salt for ice or compacted snow removal.

For commercial sidewalks, talk to your local city administrator to see if the sidewalks can be cleared of snow well before the start of business every day. Your personal effort to provide intermittent clearing of newly fallen snow throughout the day also makes sense.

Caring for Your Home During and After a Big Snow Storm



When winter storms hit, gutters and downspouts sometimes freeze into solid blocks of ice, and homeowners understandably worry about gutters pulling away from the roofs or ice dams forming. Unfortunately, dealing with frozen gutters is rarely simple or inexpensive.

First, resist the urge to go after the ice with a hammer or axe. Costs can range from \$500 to \$1,000 to reliably unfreeze your gutters. The only absolute cure is to have a professional come in and use a steam system or hot water application to clear out the ice, although the gutters will remain vulnerable to the ice returning. It's not a permanent fix. Days later it could snow again and you'll find yourself in the same spot.

In fact, once your gutters are frozen solid, your best bet may be to wait it out. The only time one would even bother trying to touch an ice dam like that is if it's going into the shingles and dripping into the house. Trying to break it up is dangerous, and you can damage the gutters. The ice and water shield underlayment provides adequate protection to most modern roofs. Even if an ice dam looks bad from the ground, I tell people not to get concerned until it's actually dripping on their heads inside. As long as water's not leaking into your house, the underlayment is doing its job.

To permanently prevent future freezes, several highly rated gutter cleaners recommend installing a heating panel system, in which wires or heating elements run the length of the gutter and downspout that warm the metal and prevent ice buildup.

That's the most reliable way to ensure it'll never happen again. The price varies based on size of home and length of gutters.

1. Another unfortunate event that occurs in relation to the basement walkout is that, as the snow on the roof melts, it often runs over the gutter and into a walkout below (because the gutters and downspouts have not completely thawed).
2. Downspouts: Snow is likely to melt more quickly on the roof than on the ground next to the house. The un-melted snow on the ground can act like a dam preventing melting roof water from adequately draining away from the house. Don't let it melt, come down the downspout and then have nowhere to go except against your foundation and maybe into your basement. Your action here would be to dig a path or trough in the snow from the bottom of your downspout away from your house.
3. *Ice dams: First sign of an ice dam is icicles hanging from the house gutters – this is not always a sign of ice dams – but more times than not the icicles are result of an ice dam. Here's what's happening: Sun on asphalt roofing causes melting that can re-freeze when it hits the cold metal gutters. As the melting water runs down the roof and beyond the vertical plane of the exterior wall the water encounters the cold, below freezing, temperatures in the gutters or along the eaves. The water re-freezes in the gutter or at the eve. The ice buildup in the gutter or eve can be significant enough to create a dam that forces the melting water into the house – it typically shows up as wet drywall on the exterior walls or ceiling and sometimes icicles on the exterior siding. Sometimes the first sign is that the interior wall paint on exterior walls looks like it is melting. The dams can often be significant enough that their weight tears the gutters off the house. BTW Ice dams typically occur in our area when we have deep snow accumulation on roofs of 6"+.
4. If you have a heat pump, as many people in our area do, it is critical to keep at least a 2' space around the outdoor heat pump unit shoveled clean as the snow begins to accumulate. By doing this you will reduce your chances of damage to the unit from accumulating snow that clogs the outdoor heat exchanger. If the outdoor unit gets buried due to deep or

drifting snow, switch the unit over to Emergency Heat. Typically, your indoor thermostat has a setting or switch to put your heat pump into Emergency Heat mode.

Suggested Solutions

Add Heat Tape/Cable

Heat tape is a cable that heats up enough to melt snow and ice, but not enough to cause damage to your home. It is essential that the cable be turned on just prior to a snowfall for optimal results. When installing heat tape, there are many things to consider. One aspect you need to consider is spacing, depending on the pitch of the roof and the length of the soffit. Typically, a contractor will have to install an exterior outlet in the soffit to plug the heat cable into. They will also need to consider the amount of electricity the heated cable will draw. They will often install an extra breaker in the main electrical panel, just for the heat tape. Since the heat tape does not stay on all the time, they install a light switch in a convenient location in your home for you to turn the cable on and off as needed. This switch has a red light that glows when the heat cables are engaged. This light helps you be aware that they are working, but also reminds you to turn the heat cable off when you don't need it on.

