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# **BRIDGER CREEK SUBDIVISION**

## **COVENANTS AND RESTRICTIONS**

**DECLARATION OF COVENANTS AND RESTRICTIONS** FILM 151 PAGE 2891

This Declaration, made this \_\_\_\_\_ day of \_\_\_\_\_, by Golf Course Partners, Inc., a Montana corporation authorized to do business in the State of Montana whose principal place of business and post office address is 9315 Cougar Drive, hereinafter referred to as the "Declarant".

Declarant is the owner of land in Bozeman, County of Gallatin, State of Montana described in Exhibit "A" attached hereto and made a part hereof. Declarant intends to develop the land with single family residences, multi-family residences, neighborhood commercial enterprises, compatible light industrial uses, parks, open space and a variety of uses by means of a planned unit development, and the purpose of this declaration is to create and keep the community area desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and to guard against unnecessary interference with the natural beauty of the community area; for all the mutual benefit and protection of owners within the community area.

Declarant hereby declares that all land described in Exhibit "A" shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the Bridger Creek Subdivision Covenants meaning the limitations, covenants and restrictions set forth in this declaration, all of which are intended to enhance the desirability and attractiveness of the land. These limitations covenants and restrictions shall run with the land and shall be binding upon all person having or who acquire any right, title or interest in and to the land, and shall inure to the benefit of the Declarant, the Association and each person who becomes an owner of the land.

**ARTICLE I  
DEFINITIONS**

**SECTION 1.** The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings.

- a. "Architect" shall mean a person registered to practice architecture in the State of Montana or a qualified individual as approved by the Community Design Committee.
- b. "Association" shall mean the Bridger Creek Subdivision Community Association, and its successors and assigns.
- c. "Board" shall mean the board of directors of the Association.
- d. "By-Laws" shall mean the by-laws of the Association.
- e. "Parkland and Linear Trail System" shall mean all land and interest therein which has or may be conveyed to the Association.

f. "Community Design Committee" also referred to as BCDC shall mean the three individuals whose function is the review and approve proposal for conformance to the provisions of these covenants.

g. "Declarant" shall mean Golf Course Partners, Inc. or such other person entity or corporation who Golf Course Partners, Inc. may be, by a recorded document, designated as the Declarant.

h. The term "lot" shall mean and refer to only that land (a) described in Exhibit "A" or hereafter annexed subject to the Bridger Creek Subdivision, and (b) designated by the Declarant as a single family residential, multiple unit commercial or industrial lot.

i. "Bridger Creek Subdivision" shall include all land described in Exhibit "A", together with such other land as may be annexed by the Association.

j. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to or leasehold interest in any land which is a part of Bridger Creek Subdivision, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

## ARTICLE II LAND SUBJECT TO THIS DECLARATION

SECTION 1. The land described in Exhibit "A" attached hereto shall be held, sold, conveyed, leased, encumbered, occupied and improved subject to this declaration.

SECTION 2. The Declarant may, pursuant to the following provisions of the section, from time to time and in its sole discretion, annex to Bridger Creek Subdivision all or any part of the land described in future exhibits (not then constituting a part of Bridger Creek Subdivision) owned by it at the time of such annexation.

a. The annexation of such land shall be effected by Declarant having recorded a declaration describing the land to be annexed; setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Bridger Creek Subdivision Covenants.

b. Upon the annexation becoming effective, the land covered by such annexation shall become a part of Bridger Creek Subdivision.

c. The declaration described in Section 2a above may provide for any of the following:

(1) The same land classifications as are provided for in Article III, or such new land classifications not then provided for in Article III, and such limitations, restrictions, conditions and covenants with respect to use as Declarant may deem to be appropriate for the development of such land;

(2) A declaration of restrictions applicable exclusively to a specified area.

d. No land, except that described in Exhibit "A" and except that specifically annexed as above provided shall be deemed subject to the Bridger Creek Subdivision covenants, whether or not shown on any subdivision map filed by Declarant or described or referred to in any document executed or recorded by Declarant. Nothing herein or in any amendment hereto shall be deemed to be a representation, warranty or commitment that the Declarant will commit or subject to the Bridger Creek Subdivision covenants any land it may now own or hereafter acquire other than that described in Exhibit "A" or an amendment thereto.

### ARTICLE III LAND CLASSIFICATIONS AND RESTRICTIVE COVENANTS

SECTION 1. All lots within Bridger Creek Subdivision Phase I shall be classified into the following uses:

a. **Single family residential lot (R-1).** Only one single family residence building, together with an attached garage may be constructed on a single family residential lot. No outbuildings shall be constructed. No single family residential lot shall be divided or resubdivided into smaller lots.

b. **Multi-family lot (R-3).** The number of individual buildings, condominiums, duplexes or apartments which may be constructed on any multiple unit lot shall not exceed 8 living units per acre. Each of such lots may be divided or resubdivided into lots or areas vertically as well as horizontally, provided that the written consent of the Declarant to such division or resubdivision is first obtained.

Multiunit and apartment units shall be allowed on Lots 44-51. Condominium and Townhouse units will be allowed on Lots 12, 29, 30, and 62, or any lots presently commercial upon the change of zoning to R-3 and approved by the City of Bozeman.

c. **Neighborhood Commercial.** The number or type of neighborhood commercial uses which may occur on any neighborhood commercial lot shall not exceed the number or type provided for by the Declarant or the City of Bozeman Zoning Code. Each of the lots may

be divided or resubdivided into lots or areas vertically as well as horizontally provided that the written consent of the Declarant to the division or resubdivision is first obtained.

d. **Light Industrial.** The number or type of light industrial uses which may occur on any light industrial lot shall not exceed the number or type provided for the Declarant or the City of Bozeman Zoning Code. Each of the lots may be divided or resubdivided into lots or areas vertically as well as horizontally provided that the written consent of the Declarant to the division or resubdivision is first obtained.

e. Future Phases of Bridger Creek Subdivision at the time which they are platted will become a part of this association. \*

\* designated single family and multifamily lots.

f. Revision to land uses permitted in each classification shall be approved by the B.C.D.C., Bozeman Planning & Bozeman City Commission.

SECTION 2. All lots within Bridger Creek Subdivision, except as otherwise specifically provided, shall be subject to the following limitations and restrictions:

a. No building, fence, wall or other structure shall be constructed, erected or maintained on any lot or area, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications therefore, (including, but not limited to, the floor, elevation, plot and grading plans; the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities; landscape plans; and automobile parking provisions; outside lighting plan), have been submitted to the Community Design Committee as provided in Article IV, hereinafter referred to as the "Committee".

b. Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

c. In passing upon all such plans and specifications, the Committee shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built to the lot upon which it is to be erected, its harmony with the surroundings and the effect of the building on other structures, as planned, as viewed from adjacent or neighboring lots. The Committee shall use reasonable judgment in passing upon all such plans and specifications, but shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Committee acted with malice or wrongful intent.

d. Building Setbacks. The following building setbacks are hereby imposed:

	<u>Front</u>	<u>Rear</u>	<u>Sides</u>
Single Family Lot (R-1)	25 feet	25 feet	12 feet
Multi-Family Lot (R-3)	25 feet	20 feet	8 feet
Neighborhood Commercial (B-1)	25 feet	20 feet	8 feet
Light Industrial (M-1)	20 feet	20 feet	10 feet

e. Standard architectural restrictions, except as otherwise approved by the Committee shall be as follows:

(1) All vertical exterior surface of structures shall be of natural material to include:

wood

rock

brick - as approved.

(2) The roofs of structures constructed on single family, multi-family and commercial lots shall be covered with such materials from a list of appropriate materials as may be established from time to time by the Committee earth tones colors are to be used. Roof pitches for all structures shall not exceed a maximum pitch of 12:12 or 45 degrees, or a minimum of 6:12.

(3) No outbuildings or sheds shall be permitted except that an outbuilding, or shed shall be allowed for the sole purpose of storing construction materials or equipment during the construction phase. However, permanent structures for storage or other similar purposes may be constructed provided they are attached to the principal structure and are of the same construction and finish.

(4) Single family residential units shall be a minimum of 1400 square feet exclusive of the garage and basement area.

(5) Each single family residential lot, when improved, must have not less than two off street automobile parking spaces on a hard-surfaced driveway. Special parking requirements shall be established by the Committee with respect to structures to be constructed on multiple unit, neighborhood commercial and light industrial lots.

(6) No exterior antenna or satellite receiver dish or aerial shall be erected on any lot. Such facilities on commercial lots will be considered on a case by case basis by the Committee.

(7) The following building height restrictions, measured from the average elevation of the finished grade at the foundation line of the structure to the highest point of the coping of the top story in the case of a flat roof, or the deck line of a mansard roof, or the average height between the plate and ridge of a gable, hip or gambrel roof, are hereby imposed:

Single family residential lots  
Multiple unit lots  
Commercial/Industrial

24 feet  
32 feet  
32 feet

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In any case, no building height shall exceed those specified by the Bozeman Zoning Code.

(8) The Owner of each structure constructed on the lots shall maintain the structure in good repair at all times and shall cause all external surfaces that are stained or painted to be restained or repainted at sufficient intervals as to prevent the structure from detracting from the beauty of Bridger Creek Subdivision.

(9) All fencing plans shall be approved by the Committee prior to construction. Patio fences and screens shall be permitted. No fencing shall be allowed on a lot with boundary common to the golf course, other than patio and privacy screens.

(10) All lighting plans shall be approved by the Committee and shall be of such type style size and location so as to reduce unwanted glare.

(11) Each owner desiring a basement shall individually, be responsible for contracting with a professional engineer or architect to obtain a suitable design information addressing the site conditions which may include high groundwater.

g. Landscape controls:

(1) Commencing with the transfer of any land in Bridger Creek Subdivision from Declarant, the Owner shall cause all the land to be maintained in a neat appearance at all times. Grass shall be cut not less than every two weeks and trees, bushes and hedges shall be trimmed at such intervals as are necessary to maintain the attractiveness of Bridger Creek Subdivision.

(2) Walls and fences shall be designed so as to be attractive from any viewable side. No wall, or fence may exceed eight feet in height. No fence, hedge or other continuous planting may be constructed or maintained within 20 feet of any lot boundary line which abuts the golf course. Convenient access must be provided to permit the retrieval of occasional golf balls.

(3) The aggregate of paved surfaces on a single family residential lot shall not exceed 30 percent of the portion of the lot not covered by building structures.

(4) Each owner shall be responsible for weed control on their lot. Bridger Creek Subdivision Owner Association shall be responsible for weed control and for maintenance of parks and trail system. See developmental guidelines - lot maintenance and weed control.

(5) Pesticides, herbicides, fertilizers etc. if used shall be applied in strict accordance with the manufacturers instructions and all applicable laws and in accordance with USDA and EPA.

(6) Boulevards. Individual lot owners shall be responsible for landscaping and maintenance of the adjacent boulevard at the time of occupancy. Refer to the D.G.L. for specific details.

(7) Trails and Parks: The Bridger Creek Owners Association will be responsible for the landscaping and maintenance of the trail system. The Declarant shall be responsible for the construction of the trail and placement of the berms at varying heights from 24 inches to 48 inches as shown on Exhibit "B" before final plat approval. Refer to the D.G.L. for specific details.

(8) Buffer Screening Between Zoning Classifications: Individual lot owners shall be responsible for landscaping and maintenance of buffers between different zoning classifications. Located on their lots as shown on Exhibit "B". Refer to the D.G.L. for specific details.

h. Garbage and refuse disposal. No land within Bridger Creek Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment for the storage or disposal for such material shall be kept in a clean and sanitary condition.

i. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved to the Declarant or its assignee as shown on Exhibit "A" and appurtenant documents. Within these easement areas no structure, planting or other materials shall be placed or permitted or remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in the easement areas.

j. Temporary structures. Except for the temporary construction facilities of Declarant, no temporary buildings, structures, outhouses, sheds, tents or trailers of any kind shall be erected, altered, placed or permitted to remain on any land in Bridger Creek Subdivision, except as provided herein. Temporary structures or trailers may be erected or placed on any land for a reasonable period time during construction time for use as a construction office and supply shelter, but in no event as a residence. The temporary construction structures or trailers shall remain upon the land only during the period of construction of permanent improvements thereon and must be removed within 30 days after completion of such construction. Any surplus materials from construction must be removed within that 30 days.

k. Nuisances. No noxious or offensive activity shall be carried on upon any land in Bridger Creek Subdivision, nor shall anything be done thereon which may be or may become



an annoyance or nuisance to the neighborhood.

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l. Signs. No signs, placards, or notices shall be erected, placed, maintained or permitted to remain on any part of any land in Bridger Creek Subdivision, except such commercial signs as have been approved by the Committee for identification of residences, streets or areas, places of business, or other commercial uses. Signs must also be constructed to comply with the developmental guidelines and the Bozeman sign ordinance.

m. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any land in the subdivision, except that a reasonable number of cats, dogs, or other common household pets may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purpose. All pets shall be on a leash at all times when off the owners property.

n. Automobiles, boats and trailers. No truck, boat, trailer or other vehicle shall be parked on any street or road or any part of the right of way of any street or road in Bridger Creek Subdivision at any time. All recreation vehicles shall be stored with enclosed or covered parking or offsite.

o. Snowmobiles, ATV's and motorcycles. No snowmobiles, ATV's, motorcycles or motorbikes shall be operated within Bridger Creek Subdivision except as necessary for destination uses such as to work and back and for operation and maintenance of the golf course or other public or semi public recreational purposes such as ski trail grooming.

p. Fires. No open fires for the purpose of burning landscaping by-products including leaves, trimmings, and clippings or rubbish shall be allowed. Except burning of landscaping byproducts from the golf course at a location designated by the Board.

q. Lien. Each owner grants to Declarant, and there is excepted and reserved to Declarant, a lien upon the lot of the owner to secure the faithful performance by the Owner of the requirements of Section Two (2) of this Article III. If any Owner shall fail to comply with Section Two (2) within 10 days after Declarant shall have deposited in the United States postal system a notice to the Owner of the failure to comply, Declarant shall have the right to cause the necessary work to be done and to have a lien upon the land of the noncomplying Owner for the reasonable cost of such work plus an additional amount equal to 10% of the cost of such work. If within 30 days the noncomplying Owner does not pay to Declarant the sum secured by the line, then Declarant may foreclose the lien in compliance with the mortgage foreclosure laws of the State of Montana for the aggregate of (i) the reasonable cost of such work (ii) a sum equal to 10% of such work, and (iii) all cost incurred by Declarant in foreclosing the lien, including a reasonable attorney's fee.

r. Fences. The Bridger Creek owners association shall share equally in the maintenancce of Agricultural Fences of adjacent properties.

- s. Trail Easement. The trail system shall be installed by the owner within the 20 foot trail easement linear park area as shown on Exhibit "A". The trail system will be open and used by the public to connect to other adjacent trail systems. The 6-foot wide gravel trail and easement area shall be owned and maintained by the Bridger Creek owners association

ARTICLE IV  
COMMUNITY DESIGN COMMITTEE

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SECTION 1. There shall be a Community Design Committee consisting of three members appointed by the Board, one of whom must be a representative of Golf Course Partners, Inc. or its assigns or heirs. The Board shall have the right to appoint one or more alternates for the members of the Committee, which shall have the power as voting members of the Committee in the event the members for whom they are alternates are unavailable to act as members of the Committee. The members of the Committee, and their alternates, shall serve until death, resignation or their removal from the Committee by the Board.

SECTION 2. A majority of the Committee members in office at the time shall constitute a quorum for the transaction of business, and all action taken by the Committee at any meetings at which a quorum is present shall be a simple majority of those present. No formal meetings shall be required of the Committee, and any action may be taken by the Committee without a meeting by written consent signed by a majority of the Committee members.

Upon the death, resignation or removal of a member of the Committee, the remaining member or members of the Committee shall designate a replacement for such member to serve until such time as the Board replaces such temporary successor member with a permanent successor member.

SECTION 3. It shall be the duty of the Committee to consider and act upon proposal or plans from time to time submitted to it pursuant to the provisions of Article III, to adopt Committee rules as provided in Section 4 of this Article IV and to perform such other duties from time to time delegated to it by the Bridger Creek Subdivision Covenants. The Committee's approval or disapproval shall be given in writing with a reasonable period of time after complete submittal of plans and specifications, any interested party may demand the decision of the Committee within 30 days after the Committee's receipt of the demand, and if the Committee fails to disapprove within the 30 days, no approval shall be required.

SECTION 4. Upon payment of a reasonable fee, not in excess of twenty Dollars (\$20.00), the Committee shall provide any Owner entitled thereto with a statement in recordable form approving any proposed or completed work of construction improvement or alteration or a statement varying the requirements of the setback provisions contained in Article III.

SECTION 5. The Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any land within Bridger Creek Subdivision or (d) the execution and filing of a certificate pursuant to Section 4 of this Article IV, whether or not the facts therein are correct, provided

however, that such member has, with the actual knowledge possessed by him, acted in good faith.

SECTION 6. The Declarant shall assume all duties of the Community Design Committee until the appointed committee members are selected.

# ARTICLE V BRIDGER CREEK SUBDIVISION COMMUNITY ASSOCIATION

SECTION 1. The Association is charged with the duties and empowered with the rights set forth herein and its Charter and By-Laws.

SECTION 2. Every Owner of a lot which is subject to assessment by the Association shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for performance of any obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 3. The voting rights of the members shall be as set forth in the Charter and By-Laws of the Association.

SECTION 4. The Associations shall have the rights, obligation and duties, subject to the Bridger Creek Subdivision Covenants, to do and perform each and every one of the following for the benefit of the Owners and for the maintenance and improvement of Bridger Creek Subdivision.

- a. The Association shall elect a Board of Directors to govern and administer its day to day activities. The Board of Directors shall be referred to hereafter as the "Board".
- b. The election process, number of Directors and the powers and duties of the Board shall be specified in the Bylaws of the Association.
- c. The Associations shall accept all Owners as members of the Association.
- d. The Association shall accept title to all Parkland and Linear Trail Systems and other land from time to time conveyed to it. The Association may also acquire and accept title to any other property, real, personal or mixed. The Association may charge reasonable fees to the Bridger Creek Subdivision and the Owners Association for use of the recreations facilities on the Parkland and Linear Trail Systems to help defray the costs of construction, maintenance, repair or operation of such facilities, or of other facilities owned by the Association.

e. The Association shall maintain or provide for the maintenance of Parkland and Linear Trail Systems and improvements located on the Parkland and Linear Trail Systems.

f. To the extent not assessed to or paid by the Owners, the Association shall pay all real property taxes and assessments levied upon any portion of the Parkland and Linear Trail Systems.

g. Unless provided by a municipal, county or other governmental agency, and unless the cost thereof is assessed directly or indirectly against the Owners by such party, the Association may contract for, employ or otherwise provide for operation and maintenance of the common areas.

h. The Association shall obtain and maintain in force such insurance policies as the Board may deem appropriate.

i. The Association shall have all the powers set forth in the Bridger Creek Subdivision Covenants including, without limitation, the power to levy assessments, to make contracts and to acquire and dispose of property, and shall take such action, whether or not expressly authorized by Bridger Creek Subdivision Covenants as may reasonably be necessary to enforce the Bridger Creek Subdivision Covenants, limitations, covenants conditions and restrictions of Bridger Creek Subdivision Covenants, the Bridger Creek Subdivision Rules and the Committee Rules.

SECTION 5. The Association shall have all the powers set forth in the Charter and to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of Bridger Creek Covenants. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

a. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any lot, for the purpose of maintaining and repairing any lot, if for any reason the Owner fails to maintain and repair the lot as required under Article III, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such area in violation of Article III. The Association may maintain and repair any roads, sidewalks, parks, linear trail or public areas in or adjoining Bridger Creek Subdivision including landscaping and planting the same and repairing improvements thereon when public authorities, in the opinion of the Board have failed to do so in a manner befitting the standards of the community. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of Bridger Creek Subdivision Covenants, or to enforce by mandatory injunction or otherwise all of the provisions of the Bridger Creek Subdivision Covenants.

b. In fulfilling any of its duties under the Bridger Creek Subdivision Covenants, including its duties for the maintenance, repair, operation or administration of the Parkland and Linear Trail Systems, and to the extent necessary by the failure of the Owners of private areas, or in exercising any of its rights to construct improvements of other work upon any Parkland and Linear Trail System, the Association shall have the power and authority:

(1) To contract and pay for, or otherwise provide for, construction, maintenance and repair of all improvements upon Parkland and Linear Trail Systems on such terms and conditions as the Association, shall deem appropriate and to pay and discharge all liens arising out of any work;

(2) To obtain, maintain and pay for such insurance policies or bonds as the Board may deem to be appropriate for the protection or benefit of Bridger Creek Subdivision, the Association, the members of the Board, the members of the Committee, or the Owners;

(3) To contract and pay for, or otherwise provide for, such utility services including, but without limitation, water, sewer, trash, electrical, telephone and gas services as may from time to time be required;

(4) To contract and pay for, or otherwise provide for the services of architects, engineers, attorneys and certified public accountants or such other professional or nonprofessional services as the Board may deem necessary;

(5) To contract and pay for, or otherwise provide for, fire, police and such other protection services as the Board deems necessary for the benefit of Bridger Creek Subdivision, any property located with Bridger Creek Subdivision, or the Owners;

(6) To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Board deems necessary, and to pay and discharge any and all liens placed upon any Parkland and Linear Trail System on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

c. The Board shall be required to grant and convey to any third parties easements or rights-of-way in, on, over or under any Parkland and Linear Trail System without payment to the Association when requested by Declarant. The Board shall also have the power and authority to grant and convey to any third parties, on such terms as the Board may approve, parcels or strips of land from any Parkland and Linear Trail System.

d. The Board may from time to time employ the services of a manager to manage the affairs of the Association. The Board may delegate to the manager any of its powers under the Bridger Creek Subdivision Restrictions, provided, however, the Board cannot delegate to

such manager the power to execute any contract binding on the Association for a sum in excess of \$1,000; nor for the performance of any work or services, which work or services are not to be completed within 60 days; nor the power to sell, convey, mortgage or encumber any property of the Association.

e. The Board shall have the right to pay, compromise or contest any or all taxes and assessments levied against all or any part of the Parkland and Linear Trail System, or upon any personal property belonging to the Association.

SECTION 6. The Board from time to time and subject to the provisions of the Bridger Creek Subdivision may adopt, amend and repeal rules and regulations to be known as the Bridger Creek Subdivision Rules governing:

- (1) The use of Parkland and Linear Trail Systems, including without limitation the recreational facilities;
- (2) The use of roads;
- (3) The collection and disposal of refuse;
- (4) The burning of open fires; and
- (5) The maintenance of animals within Bridger Creek Subdivision.

SECTION 7. No member of the Board shall be personally liable to any Owner, guest, lessee or to any other persons, including the Declarant, for any error or omission of the Association, its representatives and employees, Committee or the manager, provided, however, that such member according to the actual knowledge possessed by him, acted in good faith.

## ARTICLE VI ASSESSMENTS

SECTION 1. The Declarant for each lot owned by it within Bridger Creek Subdivision hereby covenants, and each Owner of any lot by acceptance of a purchase and sale agreement, deed or lease therefore, whether or not it shall be so expressed in any such deed, lease or any other conveyance, shall be deemed to covenant and agree to pay to the Association his proportionate share of maintenance established and collected from time to time as hereinafter provided.

The term "lot" as used in this Article VI shall mean and refer to only that land (a) described in Exhibit "A" or hereafter annexed subject to the Bridger Creek Subdivision, and (b) desig-

nated by the Declarant as a single family residential, multiple unit commercial or industrial lot.

SECTION 2. The Owner's proportionate share of the maintenance and special assessments shall be assessed in the following manner:

Each owner or member will be assessed a proportionate share based on the number of dwelling units built per lot for residential lots and on a dwelling unit equivalent on commercial properties.

Each single family dwelling will be assessed one share.

Each multi-family lot or tract will be initially assessed on the basis of 3 dwelling units per acre. This will continue until completion of all construction of each dwelling units on the lot or tract. Subsequent to completion, the lot or tract will be assessed a number of shares equal to the actual number of dwellings constructed.

Commercial lots will be assessed three dwelling unit shares per acre.

Assessments to owners will commence immediately after the transfer of title from the Declarant to the new owner. No assessments will be made to the Declarant.

The Board shall have the right to determine and refine the specifics and timing of assessments within the parameters of the preceding statements.

SECTION 3. At least 30 days prior to the commencement of each fiscal year, the Board shall fix the amount of the maintenance assessment for such fiscal year and shall, at that time, prepare a roster of the lots and assessment applicable thereto. Written notice of the assessment shall be sent to every Owner subject thereto.

SECTION 4. The maintenance assessments levied by the Association shall be used exclusively for the purpose of financing the Association functions and duties. Assessments shall include but not be limited to maintenance of fences, trails, linear park, weed controls and other improvements.

SECTION 5. If at any time and from time to time during any fiscal year, the maintenance assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy which shall be assessed to the Owners in the manner set forth in Section 2 of Article VI.

SECTION 6. In addition to the maintenance assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair



or replacement of a capital improvement upon the Parkland and Linear Trail System, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who vote in person or by proxy at a meeting duly called for this purpose. For the purpose of this section in owner will be allowed a number of votes equal to the number of dwelling units assessed to his/her at the time of the proposed election.

SECTION 7. The Board shall also levy an assessment against any Owner, as a direct result of whose acts or failure or refusal to act or otherwise to comply with the Bridger Creek Subdivision Covenants, the Bridger Creek Subdivision Rules or the Committee Rules, for monies expended by the Association in performing its functions under the Bridger Creek Subdivision. Such assessment shall be in the amount so expended and shall be due and payable to the Association when levied. Monies so expended shall include, without limitation, reasonable engineers' architects', attorneys' and accountants' fees incurred by the Association.

SECTION 8. Each assessment under this Article VI shall be a separate, distinct and personal debt and obligation of the Owner against who it is assessed, and each Owner by acceptance of a purchase and sale agreement, deed or lease, shall be deemed to covenant and agree to pay the same to the Association. If the Owner does not pay such assessment or any installment thereof when due, the Owner shall be deemed in default and the amount of the assessment not paid, together with the amount of any subsequent default, plus interest at 12% per annum and costs, including reasonable attorney's fees, shall be and become a lien upon the lot of such Owner upon recordation by the Association of a notice of default. Such lien shall be subject and subordinate to the lien of any mortgage on the lot of such Owner, and to the lien of the water and sewer assessments of the nonprofit corporation operating same. A foreclosure of any such paramount lien, whether by judicial proceedings or pursuant to a power of sale contained in such mortgage, shall extinguish the lien as to payments of assessments which became due prior to such sale, transfer or conveyance but no such sale, transfer or conveyance shall relieve such lot or the purchaser or transferee thereof with regard to assessments thereafter becoming due. The Association assessment lien may be foreclosed through suit by the Association in like manner as a mortgage of real property, and the Association shall have power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the lot. A suit to recover a money judgment of unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

SECTION 9. The Parkland and Linear Trail System as defined in Article I and such portions of Bridger Creek Subdivision as may be conveyed or dedicated to any accepted by a public utility, State of Montana, the County of Gallatin shall be exempt from assessments.

SECTION 10. When requested by an Owner, the Association shall execute a certificate stating the indebtedness secured by the Association lien upon the lot of the Owner, and such

certificate shall be conclusive upon the Association and the Owners in favor of such persons who rely therein in good faith as to the amount of such indebtedness as of the date of the certificate. The Association shall be entitled to a reasonable fee as a condition to issuing the certificate.

## ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 1. In addition to the rights reserved to the Declarant to modify or supplement the Bridger Creek Subdivision Covenants with respect to land annexed to Bridger Creek Subdivision, the Bridger Creek Subdivision Covenants, may, at any time, be amended or replaced upon the happening of all the following events:

a. The vote of Owners having not less than three-quarters ( $3/4$ ) of the total votes of each class of Owners of lots then within Bridger Creek Subdivision Covenants at a meeting of the Association duly held. For the purposes of this section, an owner will be allowed a number of votes equal to the number of dwelling units assessed to his/her lot at the time of the proposed election. The notice of the meeting shall state that the purpose of the meeting is to consider the amendment or repeal of the Bridger Creek Subdivision Covenants, giving the substance of any proposed amendments or indicating the provisions to be repealed, as the case may be; and

b. The recordation of a certificate of the Secretary or an Assistant Secretary of the Association setting forth in full the amendment or amendments to the Bridger Creek Subdivision so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by vote of the Owners pursuant to Section 1a of this Article VIII.

SECTION 2. All the limitations covenants, conditions of Bridger Creek Subdivision Covenants are to run with the land and shall be binding on all parties and persons claiming under them for a 5 year period beginning at the date of filing of this document, at which time the same shall be automatically extended for successive periods of 5 years, unless the record Owners of lots then within Bridger Creek Subdivision having not less than three-fourths ( $3/4$ ) of the total votes record an instrument terminating the Bridger Creek Subdivision Covenants within 1 year prior to the commencement of any such period. Any such termination shall take effect upon expiration of the period during which it is given.

SECTION 3. In addition to the remedy provided in Section 2(a) of Article III, if the Owner of any lot in Bridger Creek Subdivision or any part thereof or interest therein violates any provisions hereof, Declarant, the Association or the Owner of any lot or part thereof or interest therein may bring an appropriate civil action against the defaulting party in such proceedings or action; provided however, that Declarant or the Association shall have no duty under any circumstances to enforce compliance with Bridger Creek Subdivision

Covenants. Failure by Declarant, the Association or any property Owner or Owners or their representatives, heirs, successors, or assigns to enforce any of the limitations, covenants, restrictions, reservations, easements, or charges herein contained shall, in no event be deemed a waiver of the right to do so thereafter, provided, however, any structure which has been completed for a period of 1 year without any suite having been commenced concerning such structure, shall not thereafter be subject to suit of initial noncompliance with the requirements of Section 2.

SECTION 4. All the limitations, covenants, conditions of and restrictions of Bridger Creek Subdivision Covenants shall be liberally construed together to promote and effectuate the fundamental concepts of Bridger Creek Subdivision.

Any covenant which is included herein as a condition of the preliminary plat approval and required by the county commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of the City of Bozeman.

SECTION 5. In the event any limitation, covenant, restriction, or reservation of Bridger Creek Subdivision Covenants is held to be invalid or unenforceable in whole or in part, by any order, judgment or decree of any court, then such decision shall in no way affect the validity of the other limitations, covenants, restrictions or reservations therein contained, and they shall remain in full force and effect.

SECTION 6. The Association shall accept as a Parkland and Linear Trail System, all land conveyed to it by the declarant.

SECTION 7. At anytime and from time to time following conveyance of Parkland and Linear Trail System by the Declarant to the Association, the Declarant may construct, reconstruct, refinish or alter any improvement upon or make or create any excavation on or fill upon or change the natural or existing drainage of or remove or plant any trees; shrubs or ground cover upon such Parkland and Linear Trail System if the Declarant shall determine that any such work is reasonably necessary for any utility installation serving any property within Bridger Creek Subdivision, is reasonably necessary for the construction of any facility for use by the Owners, is desirable in order to provide or improve access to or to enhance the use and enjoyment of such Parkland and Linear Trail System or is desirable to protect, support or preserve any land which constitutes a part of Bridger Creek Subdivision.

SECTION 8. Any and all of the rights and powers vested in the Declarant pursuant to the Bridger Creek Subdivision Covenants may be delegated, transferred, assigned, conveyed or released by the Declarant to the Association and the Association shall accept the same effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance or release.

SECTION 9. If at any time or from time to time all or any portion of the Parkland and Linear Trail System is taken by the right of eminent domain or by purchase in lieu of eminent domain, the entire award and compensation shall be paid the Association. No Owner shall be entitled to any portion of such award and no Owner shall be entitled to participate as a party or otherwise in any proceedings relating to such condemnation, such right to participation being herein reserved exclusively to the Association which shall in its name alone represent the interest of all Owners.

SECTION 10. No Owner through his non-use of any Parkland and Linear Trail System, or by abandonment of his lot, may avoid the burdens or obligation imposed on him by the Bridger Creek Subdivision.

SECTION 11. Any notice or other document permitted or required by the Bridger Creek Subdivision Covenants may be delivered either personally or by mail. If delivery is to be made by mail, it shall be deemed to have been delivered to the Association twenty-four (24) hours after having been deposited in the United States mail, postage prepaid, addressed to the Bridger Creek Subdivision the address designated by the Association from time to time, and shall be deemed to have been delivered to the Committee twenty-four (24) hours after having been deposited in the same manner addressed to the Committee in care of the Bridger Creek Subdivision at the latter's then current address.

Delivery by mail shall be deemed complete to an Owner twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Owner at his address filed with the Association or the Declarant.

Where there is more than one Owner of a lot, the delivery personally or by mail to any one Owner of the lot shall be effective delivery to all Owners of such lot.

IN WITNESS WHEREOF, the Declarant has executed this declaration the day and year first above written.

GOLF COURSE PARTNERS, INC.

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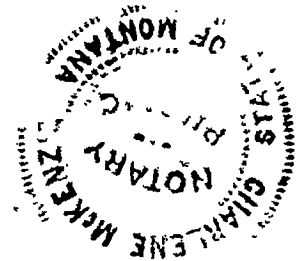
Rex Easton  
Rex Easton,  
President

Dated 2-6-95

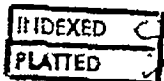
STATE OF MONTANA  
COUNTY OF Gallatin

On this 06 day of February, 1995, before me, a Notary Public for the State of Montana personally appeared Rex Easton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same.

Charlotte M. Maierle  
Notary Public for the State of Montana,  
residing at Bozeman, Montana.  
My commission expires 12/15/98



B 2689 EASTON COVENANTS  
revised September 27, 1994



301845

State of Mont., County of Gallatin, ss Filed for record FEBRUARY 28, 1995  
at 4:23 P. M., and recorded in Book 151 of MISCELLANEOUS page 2890  
Shelley M. Cheney Recorder. By Charlotte M. Maierle Deputy

RT: MORRISON/MAIERLE  
BOX 1113  
BOZEMAN, MT 59107

20 FEE: \$126.00 PD

**BRIDGER**

**CREEK**

**SUBDIVISION**

**Amended December 10, 1996**

**√ COVENANTS AND RESTRICTIONS**

**√ BYLAWS**

**√ DESIGN REGULATIONS**

**BRIDGER**

**CREEK**

**SUBDIVISION**

**Amended December 10, 1996**

**√ COVENANTS AND RESTRICTIONS**

**√ BYLAWS**

**√ DESIGN REGULATIONS**

ADDENDUM  
TO  
BRIDGER CREEK SUBDIVISION  
AMENDED COVENANTS DATED DECEMBER 10, 1996

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The Covenants shall be modified to add the following provisions for Phase 2:

ARTICLE V BRIDGER CREEK SUBDIVISION COMMUNITY ASSOCIATION

SECTION 4c - That the twenty (20) foot wide drainage swale between Lot 11 and 12, Lot 15 and 16 and Lot 22 and 23, Phase 2, and the thirty (30) foot wide utility easement between Lot 5 and 6, and Lot 21 and 22, Phase 2, as identified on the final plat as common open space and shall be maintained by the homeowner's association.

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 12 - All lots except Lot 16 will not be further subdivided and will only be single family residences.

SECTION 13 - No basements will be allowed in Phase II of Bridger Creek Subdivision.

SECTION 14 - Pedestrian traffic will be allowed to access Bridger Creek and the East Gallatin River through designated utility, drainage and trail easements. As identified on the Final Plat.

Add Exhibit A Phase 2

IN WITNESS WHEREOF, the Declarant has executed this declaration the day and year first above written.

Golf Course Partners

Rex B. Easton  
Rex Easton, President

Dated 4-4-97

STATE OF MONTANA  
COUNTY OF Gallatin

On this 4th day of April, 19 97 before me, a Notary Public for the State of Montana personally appeared Rex B. Easton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same.

Lisa Holleran  
Notary Public for the State of Montana,  
residing at Bozeman, Montana.

My commission expires 9/29/99.  
HA2089\ADDEND.WPD





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**BRIDGER CREEK SUBDIVISION**

**COVENANTS AND RESTRICTIONS**

**PART I**

This Declaration, made this 10<sup>th</sup> day of Dec., 1946, by Golf Course Partners, Inc., a Montana corporation authorized to do business in the State of Montana whose principal place of business and post office address is 9315 Cougar Drive, hereinafter referred to as the "Declarant".

Declarant is the owner of land in Bozeman, County of Gallatin, State of Montana described in Exhibit "A" attached hereto and made a part hereof. Declarant intends to develop the land with single family residences, multi-family residences, neighborhood commercial enterprises, compatible light industrial uses, parks, open space and a variety of uses by means of a planned unit development, and the purpose of this declaration is to create and keep the community area desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and to guard against unnecessary interference with the natural beauty of the community area; for all the mutual benefit and protection of owners within the community area.

Declarant hereby declares that all land described in Exhibit "A" shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the Bridger Creek Subdivision Covenants meaning the limitations, covenants and restrictions set forth in this declaration, all of which are intended to enhance the desirability and attractiveness of the land. These limitations covenants and restrictions shall run with the land and shall be binding upon all person having or who acquire any right, title or interest in and to the land, and shall inure to the benefit of the Declarant, the Association and each person who becomes an owner of the land.

#### ARTICLE 1 DEFINITIONS

SECTION 1. The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings.

- a. "Architect" shall mean a person registered to practice architecture in the State of Montana or a qualified individual as approved by the Community Design Committee.
- b. "Association" shall mean the Bridger Creek Subdivision Community Association, and its successors and assigns.
- c. "Board" shall mean the board of directors of the Association.
- d. "By-Laws" shall mean the by-laws of the Association.

e. "Parkland and Linear Trail System" shall mean all land and interest therein which has or may be conveyed to the Association.

f. "Community Design Committee" also referred to as BCDC shall mean the three individuals whose function is the review and approve proposal for conformance to the provisions of these covenants.

g. "Declarant" shall mean Golf Course Partners, Inc. or such other person entity or corporation who Golf Course Partners, Inc. may be, by a recorded document, designated as the Declarant.

h. The term "lot" shall mean and refer to only that land (a) described in Exhibit "A" or hereafter annexed subject to the Bridger Creek Subdivision, and (b) designated by the Declarant as a single family residential, multiple unit commercial or industrial lot.

i. "Bridger Creek Subdivision" shall include all land described in Exhibit "A", together with such other land as may be annexed by the Association.

j. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to or leasehold interest in any land which is a part of Bridger Creek Subdivision, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

## ARTICLE II LAND SUBJECT TO THIS DECLARATION

SECTION 1. The land described in Exhibit "A" attached hereto shall be held, sold, conveyed, leased, encumbered, occupied and improved subject to this declaration.

SECTION 2. The Declarant may, pursuant to the following provisions of the section, from time to time and in its sole discretion, annex to Bridger Creek Subdivision all or any part of the land described in future exhibits (not then constituting a part of Bridger Creek Subdivision) owned by it at the time of such annexation.

a. The annexation of such land shall be effected by Declarant having recorded a declaration describing the land to be annexed; setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Bridger Creek Subdivision Covenants.

b. Upon the annexation becoming effective, the land covered by such annexation shall become a part of Bridger Creek Subdivision.

c. The declaration described in Section 2a above may provide for any of the following:

(1) The same land classifications as are provided for in Article III, or such new land classifications not then provided for in Article III, and such limitations, restrictions conditions and covenants with respect to use as Declarant may deem to be appropriate for the development of such land;

(2) A declaration of restrictions applicable exclusively to a specified area.

d. No land, except that described in Exhibit "A" and except that specifically annexed as above provided shall be deemed subject to the Bridger Creek Subdivision covenants, whether or not shown on any subdivision map filed by Declarant or described or referred to in any document executed or recorded by Declarant. Nothing herein or in any amendment hereto shall be deemed to be a representation, warranty or commitment that the Declarant will commit or subject to the Bridger Creek Subdivision covenants any land it may now own or hereafter acquire other than that described in Exhibit "A" or an amendment thereto.

### ARTICLE III LAND CLASSIFICATIONS AND RESTRICTIVE COVENANTS

SECTION 1. All lots within Bridger Creek Subdivision Phase I shall be classified into the following uses:

a. **Single family residential lot (R-1).** Only one single family residence building, together with an attached garage may be constructed on a single family residential lot. No outbuildings shall be constructed. No single family residential lot shall be divided or resubdivided into smaller lots.

b. **Multi-family lot (R-3).** The number of individual buildings, condominiums, duplexes or apartments which may be constructed on any multiple unit lot shall not exceed 8 living units per acre. Each of such lots may be divided or resubdivided into lots or areas vertically as well as horizontally, provided that the written consent of the Declarant to such division or resubdivision is first obtained.

Multiunit and apartment units shall be allowed on Lots 44-51. Condominium and Townhouse units will be allowed on Lots 12, 29, 30, and 62, or any lots presently commercial upon the change of zoning to R-3 and approved by the City of Bozeman.

c. **Neighborhood Commercial.** The number or type of neighborhood commercial uses which may occur on any neighborhood commercial lot shall not exceed the number or type provided for by the Declarant or the City of Bozeman Zoning Code. Each of the lots may be divided or resubdivided into lots or areas vertically as well as horizontally provided that the written consent of the Declarant to the division or resubdivision is first obtained.

d. **Light Industrial.** The number or type of light industrial uses which may occur on any light industrial lot shall not exceed the number or type provided for the Declarant or the City of Bozeman Zoning Code. Each of the lots may be divided or resubdivided into lots or areas vertically as well as horizontally provided that the written consent of the Declarant to the division or resubdivision is first obtained.

e. **Future Phases of Bridger Creek Subdivision** at the time which they are platted will become a part of this association. \*

\* designated single family and multifamily lots.

f. **Revision to land uses permitted in each classification** shall be approved by the B.C.D.C., Bozeman Planning & Bozeman City Commission.

**SECTION 2.** All lots within Bridger Creek Subdivision, except as otherwise specifically provided, shall be subject to the following limitations and restrictions:

a. No building, fence, wall or other structure shall be constructed, erected or maintained on any lot or area, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications therefore, (including, but not limited to, the floor, elevation, plot and grading plans; the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities; landscape plans; and automobile parking provisions; outside lighting plan), have been submitted to the Community Design Committee as provided in Article IV, hereinafter referred to as the "Committee".

b. Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

c. In passing upon all such plans and specifications, the Committee shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built to the lot upon which it is to be erected, its harmony with the surroundings and the effect of the building on other structures, as planned, as viewed from adjacent or neighboring lots. The Committee shall use reasonable judgment in passing upon all such plans and specifications, but shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Committee acted with malice or wrongful intent.



d. Building Setbacks. The following building setbacks are hereby imposed:

	<u>Front</u>	<u>Rear</u>	<u>Sides</u>
Single Family Lot (R-1)	25 feet	25 feet	12 feet
Multi-Family Lot (R-3)	25 feet	20 feet	8 feet
Neighborhood Commercial (B-1)	25 feet	20 feet	8 feet
Light Industrial (M-1)	20 feet	20 feet	10 feet

e. Standard architectural restrictions, except as otherwise approved by the Committee shall be as follows:

- (1) All exterior finish materials including sidings, wainscoats, roofs, are to be approved by the Community Design Committee.
- (2) The roofs of structures constructed on single family, multi-family and commercial lots shall be covered with such materials from a list of appropriate materials as may be established from time to time by the Committee earth tones colors are to be used. Roof pitches for all structures shall not exceed a maximum pitch of 12:12 or 45 degrees, or a minimum of 4:12.
- (3) No outbuildings or sheds shall be permitted except that an outbuilding, or shed shall be allowed for the sole purpose of storing construction materials or equipment during the construction phase. However, permanent structures for storage or other similar purposes may be constructed provided they are attached to the principal structure and are of the same construction and finish.
- (4) Single family residential units shall be a minimum of 1400 square feet exclusive of the garage and basement area.
- (5) Each single family residential lot, when improved, must have not less than two off street automobile parking spaces on a hard-surfaced driveway. Special parking requirements shall be established by the Committee with respect to structures to be constructed on multiple unit, neighborhood commercial and light industrial lots.
- (6) Exterior antenna and/or satellite receiver dish exclusive of ground-mounted satellite dish, or aerial shall be screened or landscaped and approved by the Committee. Such facilities on commercial lots will be considered on a case by case basis by the Committee.
- (7) The following building height restrictions, measured from the average elevation of the finished grade at the foundation line of the structure to the highest point of the coping of the top story in the case of a flat roof, or the deck line of a mansard roof, or the average height between the plate and ridge of a gable, hip or

gambrel roof, are hereby imposed:

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Single family residential lots	24 feet
Multiple unit lots	32 feet
Commercial/industrial	32 feet

In any case, no building height shall exceed those specified by the Bozeman Zoning Code.

(8) The Owner of each structure constructed on the lots shall maintain the structure in good repair at all times and shall cause all external surfaces that are stained or painted to be restained or repainted at sufficient intervals as to prevent the structure from detracting from the beauty of Bridger Creek Subdivision.

(9) All fencing plans shall be approved by the Committee prior to construction. Patio fences and screens shall be permitted. No fencing shall be allowed on a lot with boundary common to the golf course, other than patio and privacy screens.

(10) All lighting plans shall be approved by the Committee and shall be of such type style size and location so as to reduce unwanted glare.

(11) Each owner desiring a basement shall individually, be responsible for contracting with a professional engineer or architect to obtain a suitable design information addressing the site conditions which may include high groundwater.

g. Landscape controls:

(1) Commencing with the transfer of any land in Bridger Creek Subdivision from Declarant, the Owner shall cause all the land to be maintained in a neat appearance at all times. Grass shall be cut not less than every two weeks and trees, bushes and hedges shall be trimmed at such intervals as are necessary to maintain the attractiveness of Bridger Creek Subdivision.

(2) Walls and fences shall be designed so as to be attractive from any viewable side. No wall, or fence may exceed eight feet in height. No fence, hedge or other continuous planting may be constructed or maintained within 20 feet of any lot boundary line which abuts the golf course. Convenient access must be provided to permit the retrieval of occasional golf balls.

(3) The aggregate of paved surfaces on a single family residential lot shall not exceed 30 percent of the portion of the lot not covered by building structures.

(4) Each owner shall be responsible for weed control on their lot. Bridger Creek Subdivision Owner Association shall be responsible for weed control and for maintenance of parks and trail system. See developmental guidelines - lot maintenance and weed control.

(5) Pesticides, herbicides, fertilizers etc. if used shall be applied in strict accordance with the manufacturers instructions and all applicable laws and in accordance with USDA and EPA.

(6) Boulevards. Individual lot owners shall be responsible for landscaping and maintenance of the adjacent boulevard at the time of occupancy. Refer to the D.G.L. for specific details.

(7) Trails and Parks: The Bridger Creek Owners Association will be responsible for the landscaping and maintenance of the trail system. The Declarant shall be responsible for the construction of the trail and placement of the berms at varying heights from 24 inches to 48 inches as shown on Exhibit "B" before final plat approval. Refer to the D.G.L. for specific details.

(8) Buffer Screening Between Zoning Classifications: Individual lot owners shall be responsible for landscaping and maintenance of buffers between different zoning classifications. Located on their lots as shown on Exhibit "B". Refer to the D.G.L. for specific details.

h. Garbage and refuse disposal. No land within Bridger Creek Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment for the storage or disposal for such material shall be kept in a clean and sanitary condition.

i. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved to the Declarant or its assignee as shown on Exhibit "A" and appurtenant documents. Within these easement areas no structure, planting or other materials shall be placed or permitted or remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in the easement areas.

j. Temporary structures. Except for the temporary construction facilities of Declarant, no temporary buildings, structures, outhouses, sheds, tents or trailers of any kind shall be erected, altered, placed or permitted to remain on any land in Bridger Creek Subdivision, except as provided herein. Temporary structures or trailers may be erected or placed on any land for a reasonable period time during construction time for use as a construction office and supply shelter, but in no event as a residence. The temporary construction structures or trailers shall remain upon the land only during the period of

construction of permanent improvements thereon and must be removed within 30 days after completion of such construction. Any surplus materials from construction must be removed within that 30 days.

k. Nuisances. No noxious or offensive activity shall be carried on upon any land in Bridger Creek Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

l. Signs. No signs, placards, or notices shall be erected, placed, maintained or permitted to remain on any part of any land in Bridger Creek Subdivision, except such commercial signs as have been approved by the Committee for identification of residences, streets or areas, places of business, or other commercial uses. Signs must also be constructed to comply with the developmental guidelines and the Bozeman sign ordinance.

m. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any land in the subdivision, except that a reasonable number of cats, dogs, or other common household pets may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purpose. All pets shall be on a leash at all times when off the owners property.

n. Automobiles, boats and trailers. No truck, boat, trailer or other vehicle shall be parked on any street or road or any part of the right of way of any street or road in Bridger Creek Subdivision at any time. All recreation vehicles shall be stored with enclosed or covered parking or offsite.

o. Snowmobiles, ATV's and motorcycles. No snowmobiles, ATV's, motorcycles or motorbikes shall be operated within Bridger Creek Subdivision except as necessary for destination uses such as to work and back and for operation and maintenance of the golf course or other public or semi public recreational purposes such as ski trail grooming.

p. Fires. No open fires for the purpose of burning landscaping by-products including leaves, trimmings, and clippings or rubbish shall be allowed. Except burning of landscaping byproducts from the golf course at a location designated by the Board.

q. Lien. Each owner grants to Declarant, and there is excepted and reserved to Declarant, a lien upon the lot of the owner to secure the faithful performance by the Owner of the requirements of Section Two (2) of this Article III. If any Owner shall fail to comply with Section Two (2) within 10 days after Declarant shall have deposited in the United States postal system a notice to the Owner of the failure to comply, Declarant shall have the right to cause the necessary work to be done and to have a lien upon the land of the noncomplying Owner for the reasonable cost of such work plus an additional amount equal to 10% of the cost of such work. If within 30 days the noncomplying Owner does not pay to Declarant the sum secured by the line, then Declarant may foreclose the lien in

compliance with the mortgage foreclosure laws of the State of Montana for the aggregate of (i) the reasonable cost of such work (ii) a sum equal to 10% of such work, and (iii) all cost incurred by Declarant in foreclosing the lien, including a reasonable attorney's fee.

- r. Fences. The Bridger Creek owners association shall share equally in the maintenance of Agricultural Fences of adjacent properties.
- s. Trail Easement. The trail system shall be installed by the owner within the 20 foot trail easement linear park area as shown on Exhibit "A". The trail system will be open and used by the public to connect to other adjacent trail systems. The 6-foot wide gravel trail and easement area shall be owned and maintained by the Bridger Creek owners association.

#### ARTICLE IV COMMUNITY DESIGN COMMITTEE

SECTION 1. There shall be a Community Design Committee consisting of three members appointed by the Board, one of whom must be a representative of Golf Course Partners, Inc. or its assigns or heirs. The Board shall have the right to appoint one or more alternates for the members of the Committee, which shall have the power as voting members of the Committee in the event the members for whom they are alternates are unavailable to act as members of the Committee. The members of the Committee, and their alternates, shall serve until death, resignation or their removal from the Committee by the Board.

SECTION 2. A majority of the Committee members in office at the time shall constitute a quorum for the transaction of business, and all action taken by the Committee at any meetings at which a quorum is present shall be a simple majority of those present. No formal meetings shall be required of the Committee, and any action may be taken by the Committee without a meeting by written consent signed by a majority of the Committee members.

Upon the death, resignation or removal of a member of the Committee, the remaining member or members of the Committee shall designate a replacement for such member to serve until such time as the Board replaces such temporary successor member with a permanent successor member.

SECTION 3. It shall be the duty of the Committee to consider and act upon proposal or plans from time to time submitted to it pursuant to the provisions of Article III, to adopt Committee rules as provided in Section 4 of this Article IV and to perform such other duties from time to time delegated to it by the Bridger Creek Subdivision Covenants. The

Committee's approval or disapproval shall be given in writing with a reasonable period of time after complete submittal of plans and specifications, any interested party may demand the decision of the Committee within 30 days after the Committee's receipt of the demand, and if the Committee fails to disapprove within the 30 days, no approval shall be required.

SECTION 4. Upon payment of a reasonable fee, not in excess of twenty Dollars (\$20.00), the Committee shall provide any Owner entitled thereto with a statement in recordable form approving any proposed or completed work of construction improvement or alteration or a statement varying the requirements of the setback provisions contained in Article III.

SECTION 5. The Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any land within Bridger Creek Subdivision or (d) the execution and filing of a certificate pursuant to Section 4 of this Article IV, whether or not the facts therein are correct, provided however, that such member has, with the actual knowledge possessed by him, acted in good faith.

SECTION 6. The Declarant shall assume all duties of the Community Design Committee until the appointed committee members are selected.

## ARTICLE V BRIDGER CREEK SUBDIVISION COMMUNITY ASSOCIATION

SECTION 1. The Association is charged with the duties and empowered with the rights set forth herein and its Charter and By-Laws.

SECTION 2. Every Owner of a lot which is subject to assessment by the Association shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for performance of any obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 3. The voting rights of the members shall be as set forth in the Charter and By-Laws of the Association.

SECTION 4. The Associations shall have the rights, obligation and duties, subject to the Bridger Creek Subdivision Covenants, to do and perform each and every one of the following for the benefit of the Owners and for the maintenance and improvement of Bridger Creek Subdivision.

## PART I - COVENANTS AND RESTRICTIONS

- a. The Association shall elect a Board of Directors to govern and administer its day to day activities. The Board of Directors shall be referred to hereafter as the "Board".
- b. The election process, number of Directors and the powers and duties of the Board shall be specified in the Bylaws of the Association.
- c. The Associations shall accept all Owners as members of the Association.
- d. The Association shall accept title to all Parkland and Linear Trail Systems and other land from time to time conveyed to it. The Association may also acquire and accept title to any other property, real, personal or mixed. The Association may charge reasonable fees to the Bridger Creek Subdivision and the Owners Association for use of the recreations facilities on the Parkland and Linear Trail Systems to help defray the costs of construction, maintenance, repair or operation of such facilities, or of other facilities owned by the Association.
- e. The Association shall maintain or provide for the maintenance of Parkland and Linear Trail Systems and improvements located on the Parkland and Linear Trail Systems.
- f. To the extent not assessed to or paid by the Owners, the Association shall pay all real property taxes and assessments levied upon any portion of the Parkland and Linear Trail Systems.
- g. Unless provided by a municipal, county or other governmental agency, and unless the cost thereof is assessed directly or indirectly against the Owners by such party, the Association may contract for, employ or otherwise provide for operation and maintenance of the common areas.
- h. The Association shall obtain and maintain in force such insurance policies as the Board may deem appropriate.
- i. The Association shall have all the powers set forth in the Bridger Creek Subdivision Covenants including, without limitation, the power to levy assessments, to make contracts and to acquire and dispose of property, and shall take such action, whether or not expressly authorized by Bridger Creek Subdivision Covenants as may reasonably be necessary to enforce the Bridger Creek Subdivision Covenants, limitations, covenants conditions and restrictions of Bridger Creek Subdivision Covenants, the Bridger Creek Subdivision Rules and the Committee Rules.

SECTION 5. The Association shall have all the powers set forth in the Charter and to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of Bridger Creek Covenants. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

#### PART I - COVENANTS AND RESTRICTIONS

a. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any lot, for the purpose of maintaining and repairing any lot, if for any reason the Owner fails to maintain and repair the lot as required under Article III, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such area in violation of Article III. The Association may maintain and repair any roads, sidewalks, parks, linear trail or public areas in or adjoining Bridger Creek Subdivision including landscaping and planting the same and repairing improvements thereon when public authorities, in the opinion of the Board have failed to do so in a manner befitting the standards of the community. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of Bridger Creek Subdivision Covenants, or to enforce by mandatory injunction or otherwise all of the provisions of the Bridger Creek Subdivision Covenants.

b. In fulfilling any of its duties under the Bridger Creek Subdivision Covenants, including its duties for the maintenance, repair, operation or administration of the Parkland and Linear Trail Systems, and to the extent necessary by the failure of the Owners of private areas, or in exercising any of its rights to construct improvements of other work upon any Parkland and Linear Trail System, the Association shall have the power and authority:

(1) To contract and pay for, or otherwise provide for, construction, maintenance and repair of all improvements upon Parkland and Linear Trail Systems on such terms and conditions as the Association, shall deem appropriate and to pay and discharge all liens arising out of any work;

(2) To obtain, maintain and pay for such insurance policies or bonds as the Board may deem to be appropriate for the protection or benefit of Bridger Creek Subdivision, the Association, the members of the Board, the members of the Committee, or the Owners;

(3) To contract and pay for, or otherwise provide for, such utility services including, but without limitation, water, sewer, trash, electrical, telephone and gas services as may from time to time be required;

(4) To contract and pay for, or otherwise provide for the services of architects, engineers, attorneys and certified public accountants or such other professional or nonprofessional services as the Board may deem necessary;

(5) To contract and pay for, or otherwise provide for, fire, police and such other protection services as the Board deems necessary for the benefit of Bridger Creek



Subdivision, any property located with Bridger Creek Subdivision, or the Owners;

(6) To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Board deems necessary, and to pay and discharge any and all liens placed upon any Parkland and Linear Trail System on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

c. The Board shall be required to grant and convey to any third parties easements or rights-of-way in, on, over or under any Parkland and Linear Trail System without payment to the Association when requested by Declarant. The Board shall also have the power and authority to grant and convey to any third parties, on such terms as the Board may approve, parcels or strips of land from any Parkland and Linear Trail System.

d. The Board may from time to time employ the services of a manager to manage the affairs of the Association. The Board may delegate to the manager any of its powers under the Bridger Creek Subdivision Restrictions, provided, however, the Board cannot delegate to such manager the power to execute any contract binding on the Association for a sum in excess of \$1,000; nor for the performance of any work or services, which work or services are not to be completed within 60 days; nor the power to sell, convey, mortgage or encumber any property of the Association.

e. The Board shall have the right to pay, compromise or contest any or all taxes and assessments levied against all or any part of the Parkland and Linear Trail System, or upon any personal property belonging to the Association.

SECTION 6. The Board from time to time and subject to the provisions of the Bridger Creek Subdivision may adopt, amend and repeal rules and regulations to be known as the Bridger Creek Subdivision Rules governing:

- (1) The use of Parkland and Linear Trail Systems, including without limitation the recreational facilities;
- (2) The use of roads;
- (3) The collection and disposal of refuse;
- (4) The burning of open fires; and
- (5) The maintenance of animals within Bridger Creek Subdivision.

SECTION 7. No member of the Board shall be personally liable to any Owner, guest, lessee or to any other persons, including the Declarant, for any error or omission of the Association, its representatives and employees, Committee or the manager, provided, however, that such member according to the actual knowledge possessed by him, acted in good faith.

## ARTICLE VI ASSESSMENTS

SECTION 1. The Declarant for each lot owned by it within Bridger Creek Subdivision hereby covenants, and each Owner of any lot by acceptance of a purchase and sale agreement, deed or lease therefore, whether or not it shall be so expressed in any such deed, lease or any other conveyance, shall be deemed to covenant and agree to pay to the Association his proportionate share of maintenance established and collected from time to time as hereinafter provided.

The term "lot" as used in this Article VI shall mean and refer to only that land (a) described in Exhibit "A" or hereafter annexed subject to the Bridger Creek Subdivision, and (b) designated by the Declarant as a single family residential, multiple unit commercial or industrial lot.

SECTION 2. The Owner's proportionate share of the maintenance and special assessments shall be assessed in the following manner:

Each owner or member will be assessed a proportionate share based on the number of dwelling units built per lot for residential lots and on a dwelling unit equivalent on commercial properties.

Each single family dwelling will be assessed one share.

Each multi-family lot or tract will be initially assessed on the basis of 3 dwelling units per acre. This will continue until completion of all construction of each dwelling units on the lot or tract. Subsequent to completion, the lot or tract will be assessed a number of shares equal to the actual number of dwellings constructed.

Commercial lots will be assessed three dwelling unit shares per acre.

Assessments to owners will commence immediately after the transfer of title from the Declarant to the new owner. No assessments will be made to the Declarant.

The Board shall have the right to determine and refine the specifics and timing of

assessments within the parameters of the preceding statements.

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**SECTION 3.** At least 30 days prior to the commencement of each fiscal year, the Board shall fix the amount of the maintenance assessment for such fiscal year and shall, at that time, prepare a roster of the lots and assessment applicable thereto. Written notice of the assessment shall be sent to every Owner subject thereto.

**SECTION 4.** The maintenance assessments levied by the Association shall be used exclusively for the purpose of financing the Association functions and duties. Assessments shall include but not be limited to maintenance of fences, trails, linear park, weed controls and other improvements.

**SECTION 5.** If at any time and from time to time during any fiscal year, the maintenance assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy which shall be assessed to the Owners in the manner set forth in Section 2 of Article VI.

**SECTION 6.** In addition to the maintenance assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parkland and Linear Trail System, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who vote in person or by proxy at a meeting duly called for this purpose. For the purpose of this section in owner will be allowed a number of votes equal to the number of dwelling units assessed to his/her at the time of the proposed election.

**SECTION 7.** The Board shall also levy an assessment against any Owner, as a direct result of whose acts or failure or refusal to act or otherwise to comply with the Bridger Creek Subdivision Covenants, the Bridger Creek Subdivision Rules or the Committee Rules, for monies expended by the Association in performing its functions under the Bridger Creek Subdivision. Such assessment shall be in the amount so expended and shall be due and payable to the Association when levied. Monies so expended shall include, without limitation, reasonable engineers' architects', attorneys' and accountants' fees incurred by the Association.

**SECTION 8.** Each assessment under this Article VI shall be a separate, distinct and personal debt and obligation of the Owner against who it is assessed, and each Owner by acceptance of a purchase and sale agreement, deed or lease, shall be deemed to covenant and agree to pay the same to the Association. If the Owner does not pay such assessment or any installment thereof when due, the Owner shall be deemed in default and the amount of the assessment not paid, together with the amount of any subsequent default, plus

interest at 12% per annum and costs, including reasonable attorney's fees, shall be and become a lien upon the lot of such Owner upon recordation by the Association of a notice of default. Such lien shall be subject and subordinate to the lien of any mortgage on the lot of such Owner, and to the lien of the water and sewer assessments of the nonprofit corporation operating same. A foreclosure of any such paramount lien, whether by judicial proceedings or pursuant to a power of sale contained in such mortgage, shall extinguish the lien as to payments of assessments which became due prior to such sale, transfer or conveyance but no such sale, transfer or conveyance shall relieve such lot or the purchaser or transferee thereof with regard to assessments thereafter becoming due. The Association assessment lien may be foreclosed through suit by the Association in like manner as a mortgage of real property, and the Association shall have power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the lot. A suit to recover a money judgment of unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

SECTION 9. The Parkland and Linear Trail System as defined in Article I and such portions of Bridger Creek Subdivision as may be conveyed or dedicated to any accepted by a public utility, State of Montana, the County of Gallatin shall be exempt from assessments.

SECTION 10. When requested by an Owner, the Association shall execute a certificate stating the indebtedness secured by the Association lien upon the lot of the Owner, and such certificate shall be conclusive upon the Association and the Owners in favor of such persons who rely therein in good faith as to the amount of such indebtedness as of the date of the certificate. The Association shall be entitled to a reasonable fee as a condition to issuing the certificate.

## ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 1. In addition to the rights reserved to the Declarant to modify or supplement the Bridger Creek Subdivision Covenants with respect to land annexed to Bridger Creek Subdivision, the Bridger Creek Subdivision Covenants, may, at any time, be amended or replaced upon the happening of all the following events:

- a. The vote of Owners having not less than three-quarters (3/4) of the total votes of each class of Owners of lots then within Bridger Creek Subdivision Covenants at a meeting of the Association duly held. For the purposes of this section, an owner will be allowed a number of votes equal to the number of dwelling units assessed to his/her lot at

the time of the proposed election. The notice of the meeting shall state that the purpose of the meeting is to consider the amendment or repeal of the Bridger Creek Subdivision Covenants, giving the substance of any proposed amendments or indicating the provisions to be repealed, as the case may be; and

b. The recordation of a certificate of the Secretary or an Assistant Secretary of the Association setting forth in full the amendment or amendments to the Bridger Creek Subdivision so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by vote of the Owners pursuant to Section 1a of this Article VII.

**SECTION 2.** All the limitations covenants, conditions of Bridger Creek Subdivision Covenants are to run with the land and shall be binding on all parties and persons claiming under them for a 5 year period beginning at the date of filing of this document, at which time the same shall be automatically extended for successive periods of 5 years, unless the record Owners of lots then within Bridger Creek Subdivision having not less than three-fourths (3/4) of the total votes record an instrument terminating the Bridger Creek Subdivision Covenants within 1 year prior to the commencement of any such period. Any such termination shall take effect upon expiration of the period during which it is given.

**SECTION 3.** In addition to the remedy provided in Section 2(a) of Article III, if the Owner of any lot in Bridger Creek Subdivision or any part thereof or interest therein violates any provisions hereof, Declarant, the Association or the Owner of any lot or part thereof or interest therein may bring an appropriate civil action against the defaulting party in such proceedings or action; provided however, that Declarant or the Association shall have no duty under any circumstances to enforce compliance with Bridger Creek Subdivision Covenants. Failure by Declarant, the Association or any property Owner or Owners or their representatives, heirs, successors, or assigns to enforce any of the limitations, covenants, restrictions, reservations, easements, or charges herein contained shall, in no event be deemed a waiver of the right to do so thereafter, provided, however, any structure which has been completed for a period of 1 year without any suite having been commenced concerning such structure, shall not thereafter be subject to suit of initial noncompliance with the requirements of Section 2.

**SECTION 4.** All the limitations, covenants, conditions of and restrictions of Bridger Creek Subdivision Covenants shall be liberally construed together to promote and effectuate the fundamental concepts of Bridger Creek Subdivision.

Any covenant which is included herein as a condition of the preliminary plat approval and required by the county commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of the City of Bozeman.

SECTION 5. In the event any limitation, covenant, restriction, or reservation of Bridger Creek Subdivision Covenants is held to be invalid or unenforceable in whole or in part, by any order, judgment or decree of any court, then such decision shall in no way affect the validity of the other limitations, covenants, restrictions or reservations therein contained, and they shall remain in full force and effect.

SECTION 6. The Association shall accept as a Parkland and Linear Trail System, all land conveyed to it by the declarant.

SECTION 7. At anytime and from time to time following conveyance of Parkland and Linear Trail System by the Declarant to the Association, the Declarant may construct, reconstruct, refinish or alter any improvement upon or make or create any excavation on or fill upon or change the natural or existing drainage of or remove or plant any trees; shrubs or ground cover upon such Parkland and Linear Trail System if the Declarant shall determine that any such work is reasonably necessary for any utility installation serving any property within Bridger Creek Subdivision, is reasonably necessary for the construction of any facility for use by the Owners, is desirable in order to provide or improve access to or to enhance the use and enjoyment of such Parkland and Linear Trail System or is desirable to protect, support or preserve any land which constitutes a part of Bridger Creek Subdivision.

SECTION 8. Any and all of the rights and powers vested in the Declarant pursuant to the Bridger Creek Subdivision Covenants may be delegated, transferred, assigned, conveyed or released by the Declarant to the Association and the Association shall accept the same effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance or release.

SECTION 9. If at any time or from time to time all or any portion of the Parkland and Linear Trail System is taken by the right of eminent domain or by purchase in lieu of eminent domain, the entire award and compensation shall be paid the Association. No Owner shall be entitled to any portion of such award and no Owner shall be entitled to participate as a party or otherwise in any proceedings relating to such condemnation, such right to participation being herein reserved exclusively to the Association which shall in its name alone represent the interest of all Owners.

SECTION 10. No Owner through his non-use of any Parkland and Linear Trail System, or by abandonment of his lot, may avoid the burdens or obligation imposed on him by the Bridger Creek Subdivision.

SECTION 11. Any notice or other document permitted or required by the Bridger Creek Subdivision Covenants may be delivered either personally or by mail. If delivery is to be

made by mail, it shall be deemed to have been delivered to the Association twenty-four (24) hours after having been deposited in the United States mail, postage prepaid, addressed to the Bridger Creek Subdivision the address designated by the Association from time to time, and shall be deemed to have been delivered to the Committee twenty-four (24) hours after having been deposited in the same manner addressed to the Committee in care of the Bridger Creek Subdivision at the latter's then current address.

Delivery by mail shall be deemed complete to an Owner twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Owner at his address filed with the Association or the Declarant.

Where there is more than one Owner of a lot, the delivery personally or by mail to any one Owner of the lot shall be effective delivery to all Owners of such lot.

IN WITNESS WHEREOF, the Declarant has executed this declaration the day and year first above written.

Golf Course Partners

Rex B. Easton  
Rex Easton, President

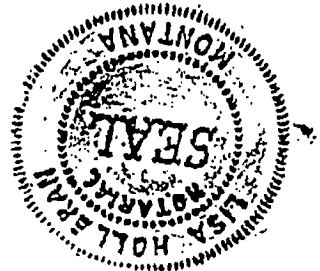
Dated 4-10-97

STATE OF MONTANA  
COUNTY OF Hallator

On this 10th day of April, 19 97 before me, a Notary Public for the State of Montana personally appeared Rex B. Easton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same.

Lisa Hollman  
Notary Public for the State of Montana,  
residing at Bozeman, Montana.

My commission expires 9/29/99.



COVENANTS  
revised

PART I - COVENANTS AND RESTRICTIONS



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**BRIDGER CREEK SUBDIVISION**

**BYLAWS**

**PART II**

BYLAWS

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OF

BRIDGER CREEK SUBDIVISION, PHASE I

OWNERS ASSOCIATION

ARTICLE I

Definitions

1. "Association" shall mean and refer to Bridger Creek Subdivision, Phase I, Owners Association.
2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Condition, and Restrictions.
3. "Lot or Tract" shall mean and refer to any of the lots or tracts of land on the recorded Final Plat of the Properties.
4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or tract which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
5. "Declarant" shall mean and refer to Golf Course Partners, Inc. its successors or assigns.
6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of Clerk and Recorder, County of Gallatin, Bozeman, Montana on Feb. 28, 1995.
7. "Member" shall mean and refer to those person entitled to membership in the Association as provided in Article III.
8. "Board of Directors of the Association" shall mean and refer to those persons who administer the Project on behalf of the Association.

Official Bridger Creek Subdivision Association Address

2710 McIlhattan Road  
Bozeman, Montana 59715

## ARTICLE III

Membership

1. Eligibility. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separate from Ownership of any Lot or Tract, and Ownership of a Lot or Tract shall be the sole qualification for membership. Each Ownership shall constitute one member in the case of single family housing lots, and light industrial or neighborhood commercial tracts. Ownership of a unit within a multifamily housing tract shall constitute one member.

2. Rights of Membership. Each member is entitled to the use and enjoyment of the Bridger Creek Subdivision, Phase I area including roads, parks and open space in accordance with the Declarations of the member subdivision and these bylaws. Such rights may be delegated to and exercised by all members of his/her family who reside upon the property or in the home of any member having an interest in the commercial and industrial tracts, any tenants who reside there under a lease approved by the Board of Directors and the guests of any thereof.

3. Voting. Voting by members of the Association upon any matter allowing or requiring a vote of the members shall be as follows:

1. Single family, there shall be one (1) vote per lot or tract:
2. Multi family - there shall be one (1) vote per housing or living unit.
3. Commercial and industrial lots there shall be three.

(3) Votes per acres rounded to the nearest acre.

If an Owner includes more than one person and/or entity, the vote for said member shall be cast in such a manner as the persons and/or entities constituting the same shall determine, but the decision of the Board of Directors, with regards to the authority conferred upon one or more Owners or other representatives by the Ownership in casting the one vote of the Ownership shall be conclusive and binding.

## ARTICLE IV

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### Meeting of Members

1. Annual Meetings. The annual meeting of the members shall be held at the office of the Association specified in Article II above or at any other address specified in the Notice of Meeting, on the first Monday in May of each year.
2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the president or by any three or more directors or by the members as stated below. The secretary shall call a special meeting upon written request of one-fourth of all of the votes of the entire membership.
3. Notice. Notice of meetings shall be given to the members by the secretary. Notice may be given to the members either personally or by mailing a copy of the notice. Postal notices shall be mailed to the address appearing on the books of the association. It shall be the responsibility of each member to register his/her address and any changes in address with the secretary. Notice of any meeting, regular or special, shall be given not fewer than 10 nor more than 50 days in advance of the meeting and shall set forth the purposes of the meeting, contain a list of all items to be voted upon by the membership, and set forth the time and location of any such meeting. Only those items listed in the notice may be voted upon by the membership at the meeting unless the membership present, at a duly constituted meeting approves by 60 percent of the eligible votes present at the meeting, whether in person or by proxy, to discuss and vote upon matters not contained in said notice.
4. Quorum and Proxy Voting. At any membership meeting, a quorum for the transactions of business, shall consist of at least 60% of the eligible voters either by their presence in person or by proxy. All proxies shall be in writing and filed with the secretary at the commencement of the meeting. Any proxy given more than 11 months before the date of the meeting shall be void.
5. Procedure. The Board of Directors shall provide a procedure to validate the voting at all meetings. Unless otherwise specified in these bylaws, any matter voted upon at any membership meeting shall be approved if it receives the approval of more than 50 percent of the eligible votes in attendance at the meeting, whether in person or by proxy, so long as a quorum is present, as required by these bylaws.

Board of Directors

1. Membership and Powers. The Association shall be governed by a Board of Directors in accordance with the Declarations and Bylaws. There shall be five members on the Board of Directors, one of which shall be appointed by the Declarant or its heirs and assigns. The Board of Directors shall have the following power: (a) to appoint and remove, for cause, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them security or fidelity bonds, as it may deem expedient (nothing contained in these bylaws shall be construed to prohibit the employment of any member, officer, or director of the Association in any capacity whatsoever); (b) to publish and enforce rules and regulations governing the use of the member subdivisions and facilities when said rules and regulations have been properly adopted at a membership meeting; (c) to enforce the restrictive covenants and amendments of the member subdivisions; (d) in the event any member of the Board of Directors shall be absent from three consecutive meetings of the Board of Directors, the Board may, by action taken at the meeting in which such third absence occurs, declare the office of said absent director to be vacant; and, (e) to collect assessments when authorized as set out below; (f) to make contracts, borrow money and engage in any other activity necessary to carry on the purposes and functions of the association.

2. Duties. It shall be the duty of the Board of Directors (a) to cause to be kept a full, true, and accurate record of its acts and association affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when requested in writing by one-fourth of the full membership; (b) to supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed; (c) to supervise the voting procedure, as set out below, for the adoption of all regulations and assessments.

3. Adoption and Enforcement of Assessments. The Board of Directors may enforce only those assessments which have been properly adopted by approval of a quorum of the eligible votes present at any duly constituted meeting of the Association, whether in person or by proxy, except that an annual minimum assessment of \$20.00 per lot or as specified herein shall be in effect beginning with the adoption of these bylaws. The amount of said minimum assessment may be changed by majority vote at any annual or special membership meeting. Once it has been determined that an assessment has been adopted, the Board of Directors shall publish and enforce the same and immediately proceed to make the assessments required thereby in the manner set out below. Publication shall be accomplished by mailing the adopted assessment to the membership at the last known address registered with the Secretary of the Association.

Subsequent to each assessment vote, whether the proposed assessment is adopted or not, all materials submitted to the Board of Directors by those sponsoring the proposed assessment, including but not limited to, signature sheets, ballots, tally sheets, and other records of any nature relevant to the assessment shall be retained by the secretary of the Association. All such materials shall be kept by the secretary for a period of not less than one year. All such materials shall be available for inspection by the members of the Association or their representatives, including their attorneys, upon written demand made to the secretary at a time and place reasonable under the circumstances.

Nothing in these bylaws shall preclude the members of the Association from sponsoring and voting on more than one proposed assessment per meeting so long as each proposed assessment is clearly set out in the notice of meeting.

Upon adoption of an assessment against members of the Association, such assessments shall be made by dividing the total assessment required by the number of lots in the Association.

Enforcement by the Association of any assessment shall be, but is not limited to, any of the following: liens, injunctive relief, or damages. Assessment liens shall be governed by the mechanics lien law of the state of Montana, including the provisions therein providing for attorney's fees.

4. Vacancies. Vacancies in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, and any such appointed directors shall hold office for a unexpired term of his/her predecessor in office.

## ARTICLE VI

### Director Meetings

1. Annual Meetings. The annual meeting for the Board of Directors shall be held immediately following adjournment of the annual membership meeting, provided that the Board of Directors may, by resolution, change the day and hour or the place of holding such regular meeting.

2. Notice and Waiver. No notice need be given for the annual or any regular meeting of the Board. Notice of any special meeting shall be sufficient if mailed to each director, postage paid, at his/her address as it appears on the records of the Association, at least three days before the meeting or given personally or by telephone not later than the day before the meeting. No notice need be given to any director who attends the meeting or to any director who, in writing before or after the meeting, waives such notice.

3. Special Meetings. Special meetings of the Board of Directors shall be called by the

secretary upon request by any director. The action of a majority of the Board, although not at a regularly called meeting, shall be valid and effective in all respects if the record of the meeting shall be assented to in writing by all members of the Board.

4. Quorum. At all meetings of the Board, four members of the Board of Directors shall constitute a quorum and, except as otherwise provided by law or by the bylaws, the act of a majority of the Directors present shall be the act of the Board. In the event that a quorum is not present, no action may be taken.

## ARTICLE VII

### Election of Directors

1. Ballots. The election of Directors shall be by written ballot as hereinafter provided. At the annual members' meeting every year or at any special meeting called for the purpose of electing directors, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the Declarations and Bylaws. The four nominees receiving the largest number of votes shall be elected. At the first annual membership meeting, the two Directors ranking first and second in the voting shall serve for terms of two years each. The two directors ranking third and fourth in the voting shall serve for terms of one year each. Thereafter, the membership shall elect two Directors to serve two year terms. The first director shall be appointed by the Declarant for a term of two years. Only members of the Association or appointees of the Declarant may serve on the Board of Directors. A director's term shall start at the conclusion of the meeting in which he/she is elected. Any director elected to fill a vacancy at a special meeting shall serve until the end of the term of the director which he/she replaces.

Any director may be removed by a two-thirds majority of a quorum of the Association or by a majority of a quorum of the Board of Directors. After all lots have been sold, the Declarant shall relinquish his appointee to the Board. Thereafter, the fifth Board position will be elected to a two year term in the same fashion as the other four Directors.

2. Nominations. Nomination for election to the Board of Directors shall be made by the members of the Association, at the annual membership meeting.

## ARTICLE VIII

### Officers

1. Officers. The officers of the Association shall be a president, one or more vice presidents, a secretary, and a treasurer. The officers shall be members of the Board of

Directors.

FILM 172PM1247

2. Election by Board of Directors. All officers shall be elected to serve for one year and each officer shall hold office until his/her successor shall have been duly elected and qualified or until his/her death, resignation, or removal in accordance with the bylaws. The officers shall be chosen by a majority vote of the Directors at each annual meeting.
3. President and Duties. The president shall be the chief executive officer of the Association and as such shall have general supervision of the affairs and property of the Association and over its several officers, subject to the direction of the Board of Directors. The president shall, if present, preside over all meetings of the Board of Directors, and shall generally do and perform all acts incident to the office of president. He/she may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds, contracts, and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association.
4. Vice President and Duties. The vice president shall perform all of the duties of the president in the event of his/her absence or disability, and when so acting shall have all of the powers and be subject to all restrictions placed upon the president.
5. Secretary and Duties. The secretary shall act as secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He/she shall sign all certificates of membership. He/she shall keep the records of the Association. He/she shall record the names and addresses of all members of the Association, shall see that all notices are duly given as required by the bylaws or applicable law.
6. Treasurer and Duties. The treasurer shall receive and deposit, in bank accounts approved by the Board, all monies of the Association and shall disburse funds as directed by a resolution of the Board of Directors: provided, however, that a resolution of the Board of Directors shall not be necessary for the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association.
7. Books and Accounting. The treasurer shall keep proper books of account and cause an annual audit of the Associations' books to be made by a certified public accountant at the completion of each fiscal year if the Board of Directors so instructs. He/she shall prepare an annual budget and annual financial statements and the budget and financial statements shall be presented to the membership at its annual meeting.



ARTICLE IX

FILM 172 PAGE 1248

Books and Papers

The books, records, and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any member.

ARTICLE X

Amendments

1. Amendment Procedure. The bylaws may be amended at a regular or special meeting of the members by a 60% vote of a quorum of the membership present in person or by proxy, and provided further that any matter stated herein which is not in accordance with the restrictive covenants may not be amended except as provided therein.

Golf Course Partners

FILM 172PAGE1249

Rex B. Easton  
Rex Easton, President

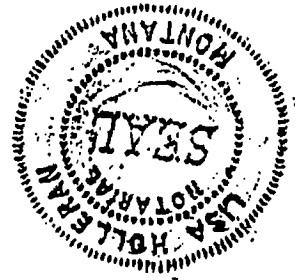
Dated 4-10-97

STATE OF MONTANA  
COUNTY OF Ballwin

On this 10th day of April, 19 97 before me, a Notary Public for the State of Montana personally appeared Rex B. Easton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same.

Sue Holleran  
Notary Public for the State of Montana,  
residing at Bozeman, Montana.

My commission expires 9/29/99.



BYLAWS

revised May 17, 1996

PART II - BY LAWS

30

BRIDGER CREEK SUBDIVISION

DESIGN REGULATIONS

PART III

## OBJECTIVE STATEMENT

FILM 172PAGE1251

### Design Theme

Bridger Creek Subdivision is one of the most inviting areas to live in Bozeman. In order to preserve the natural beauty and setting, allow a special quality of life, and a popular place to live, all landscaping and design shall be subject to design review.

Bridger Creek Subdivision is adjacent to both Bridger Creek and the East Gallatin River. Immediately west of the development is the East Gallatin State Park.

An 18 hole golf course is also adjacent and intermingled within the Development.

This setting provides an excellent environment for recreational activities.

It is the objective of this document to provide guidelines to encourage development to occur with a recreational atmosphere maintaining an open feeling. This will be accomplished by incorporating the open areas such as parks, trails, golf course, and streams into the overall theme of the development. The open feeling will also be enhanced by restricting fences, out buildings, or other secondary structures. It will be required to give careful consideration in the development of the commercial, residential and recreational facilities, making them compatible with each other, as well as the overall theme.

The primary focus for the Bridger Creek Development is to establish a compatibility between building, the natural environment, and the golf course fulfilling a quality of life that is specific to Bozeman.

All development shall conform with:

- ◇ Bozeman Zoning Ordinance, Bozeman Planning Staff, and Bozeman Building Department
- ◇ This manual;
- ◇ Uniform Building Code;
- ◇ Uniform Mechanical Code;
- ◇
- ◇ Uniform Fire Code;
- ◇ The State of Montana Energy Conservation Standards;
- ◇ National Electrical Code;

All development shall be designed for snow, wind, and seismic loading to meet the following:

- ◇ Uniform Building Code
- ◇ City of Bozeman Building Department Covenants
- ◇ Zone 3 - earthquake requirements (U.B.C.)

The most current document will be applicable.

## PERMITTED USES.

FILE 172PM1253

R-1 Same as Bozeman City Ordinance, except as restricted within the Declaration of Covenants and Restrictions Article III Section I

R-3 Same as Bozeman City Ordinance, except as restricted within the Declaration of Covenants and Restrictions Article III Section I

B-1 Same as Bozeman City Ordinance, except as restricted within the Declaration of Covenants and Restrictions Article III Section I

## CONSTRUCTION REGULATIONS

(The B.C.D.C. will approve the final site plan prior to permitting process.) Construction shall not begin until the B.C.D.C. has approved the final site plan as a result of the appropriate City of Bozeman site plan review process and a proper Building Permit has been obtained from the City of Bozeman.

All construction activity shall be contained on the lot for which the permit(s) are issued. Access shall be only from the approved road adjoining the site. All common area damaged during the course of construction shall be promptly restored to their original condition, to the satisfaction of the B.C.D.C. Extreme care must be taken during excavation - and soils tests on each site are recommended.

No construction shall occur between 6:00 P.M. and 7:00 A.M.

One construction sign will be allowed and shall be located within the building site. The sign shall not exceed 25 square feet overall. The sign shall conform to the layout shown, and the listing must be shown in uniform style, size and color. All signs must have prior approval by the B.C.D.C. with 3'0" maximum height and grade.

Project Owner:	Name and phone number
Architect:	Name and phone number
Builder:	Name and phone number

### Lot Maintenance and Weed Control

Park, trail and lot maintenance is required for control of noxious weeds as defined by Gallatin County, and of other common weeds on both vacant and occupied lots. Weed spraying shall be done according to procedure set by Gallatin County weed control officer and in consideration of the safety of adjacent lot owners.

## PART III - DESIGN REGULATIONS

Vacant lots shall be mowed a minimum of once per month during the growing season. All lots should be maintained in a neat manner.

Individual lot owners shall be responsible for maintenance on their lot. The Association shall be responsible for maintenance of parks and trail systems.

## FEES

### Building Fees

FILM 172 PAGE 1255

A building fee of \$50.00 per unit not to exceed \$500.00 will be charged at the time of Final Plan Review submittal for commercial and multi-family properties and a \$50.00 fee will be charged for all single family parcels.

This fee is to allow that the Design Committee and its review consultants can provide proper service in a timely manner, to the Owners, Builders, and Architects involved with this development.

See Covenants for Design Committee make-up

The owner shall be responsible for payment of all review fees as required by the City of Bozeman. (To include fees for conditional use permit (CUP), subdivision review fees, building permit, site plan review, or other required fees).

### DESIGN REVIEW REQUIREMENTS (See Covenants - Article III, page 3)

#### Pre-Planning Meeting (Upon Request)

1. Provide the owner, architect, designer, or builder with introductory information which will establish the overall regulations for the particular site or area involved.

This meeting will address:

- ◇ Property boundaries;
- ◇ Easements and utilities;
- ◇ Setbacks;
- ◇ Architectural theme and special design considerations;
- ◇ Building program and design rationale

#### Preliminary Plan Review

1. Prepare and submit to the B.C.D.C.\* two copies of the Preliminary Plan which would include:
  - ◇ A conceptual description of the site plan, floor plans, elevations, roof design, exterior materials, character of the proposed structure, and landscape plans to include existing vegetation, temporary revegetation specifications for reseeding and mulching, and initial drainage and erosion control measures.
  - ◇ Scale: Minimum of 1" = 20' for site and landscape plans is required: 1/8" or 1/4" = 1'0" are optional for floor and elevation plans.



At least 7 days before the next scheduled meeting of the

**B.C.D.C.**

- ◇ Sketch showing that building height is in accordance with this particular lot.
- ◇ Where applicable, submit document stating total square footage of both primary unit and secondary unit.
- 2. B.C.D.C. reviews Preliminary Plan and notifies owner in writing of its findings.

Within 7 days of B.C.D.C. meeting

- 3. Owner may resubmit a Preliminary Plan if needed.

Open

\*B.C.D.C. is the Bridger Creek Design Committee.

Final Plan Review

- 1. Four copies of the Final Plan must be submitted to the B.C.D.C. These plans will reflect the design of the proposed building and landscaping. Signage proposal must also be submitted at the same time.

At least 7 days before the next scheduled meeting of the B.C.D.C.

A Final Plan must include the following information:

- ◇ Site Plan  
(Presented at 1" = 20', 1" = 16', 1" = 10', or 1" = 8'.) Indicate proposed building "footprint", roof drip line, property boundaries and easements, utility locations, existing vegetation, existing and proposed 1' contours, areas of cut and fill, drainage, proposed roads, driveways, side-walks, decks, and any other proposed improvements. Indicate scale and north direction.
- ◇ Footing and Foundation Plan  
(Presented at 1/4" = 1'0".)
- ◇ Submit sketch showing that building height pertaining to the lot.
- ◇ Floor Plans  
(Presented 1/4" = 1'0".) Include all room dimensions, door and window locations and sizes, and location of mechanical and electrical systems.
- ◇ Elevations  
Indicate the exterior appearance of all views labeled in accordance with the

Site Plan; height of chimney as compared with the ridge of the roof; natural and finished grade for elevations of all views. Describe all exterior materials, colors, and finished (walls, roofs, trim, chimney, windows, doors, etc.)

- ◇ Building Sections  
(Presented at 1/4" = 1'0" minimum.) Indicate building walls, floors, interior relationships, finished exterior grade and any other information to clearly describe the interior/exterior relationships of the building. (pages 4-5)
- ◇ Detail  
Provide design details to sufficiently represent the visual expression of the building, exposed connections, and material interfaces.
- ◇ Landscape Plan  
(Presented at 1" = 20', 1" = 16', 1" = 10' or 1" = 8'.) Indicate final landscape improvements to include:
  - ◇ Proposed grading plan with spot elevations at 1' contours for drainage control and rim and invert elevations for all drains and culverts;
  - ◇ All plant materials by common and/or botanical names and size;
  - ◇ For seeded areas, rates and method of application per 1,000 square foot increments, mulch type, rate and stabilization technique and fertilizer type and time of application and required for review;
  - ◇ Locate rock out-croppings, deck or patios, service yards, driveways, other freestanding structures, etc.;
  - ◇ Locate in detail all outdoor lights and signs.
  - ◇ Walls and fences (see page 6).
- ◇ Specifications  
Provide color boards where necessary for the following items:
  - ◇ Exterior wall materials and colors - catalog cut sheets minimum
  - ◇ Windows and exterior doors with colors
  - ◇ Exterior trim materials and colors
  - ◇ Fireplace - catalog cut sheets minimum

Inspections

1. Request site inspection from the B.C.D.C.

**Open**

2. Inspect layout of site to insure compliance with approved plan, examining lot survey point, driveway location, building corners, cut and fill areas, and protected vegetation.

**Within 2 working days**

3. Issue site inspection approval to owner.

**Within 2 working days of submittal**

4. Request final inspection of landscaping and/or building.

**When appropriate**

5. Inspect building and/or landscaping and if approved, issue a Certificate of Compliance.

**As quickly as possible**

6. Issue Certificate of Compliance from which owner can request a Certificate of Occupancy.

**Immediately following approval**

Design Review Board Appeal Process

1. Submit an appeal to the B.C.D.C. in writing.

**Within 30 days following B.C.D.C decision.**

2. Review applicant's appeal and render a decision.

**Next regularly scheduled meeting.**

Occupancy

During the course of construction, it is the responsibility of the Owner and the Owner's Architect to carry out timely inspections, to insure that all work is completed according to

all submitted plans and specifications.

FILM 172 PAGE 1259

The attached form shall be completed by the architect of record. Prior to occupancy, the B.C.D.C. must also make final inspection and complete the lower portion of the occupancy permit.

#### CITY APPROVAL

Upon plan approval from B.C.D.C. a letter granting said approval stating that the Bridger Creek Design Committee has reviewed the application and that the Proposal complies with the Architectural Guidelines for the Bridger Creek development shall be issued to the applicant to be attached to the appropriate city applications for review by the City of Bozeman.

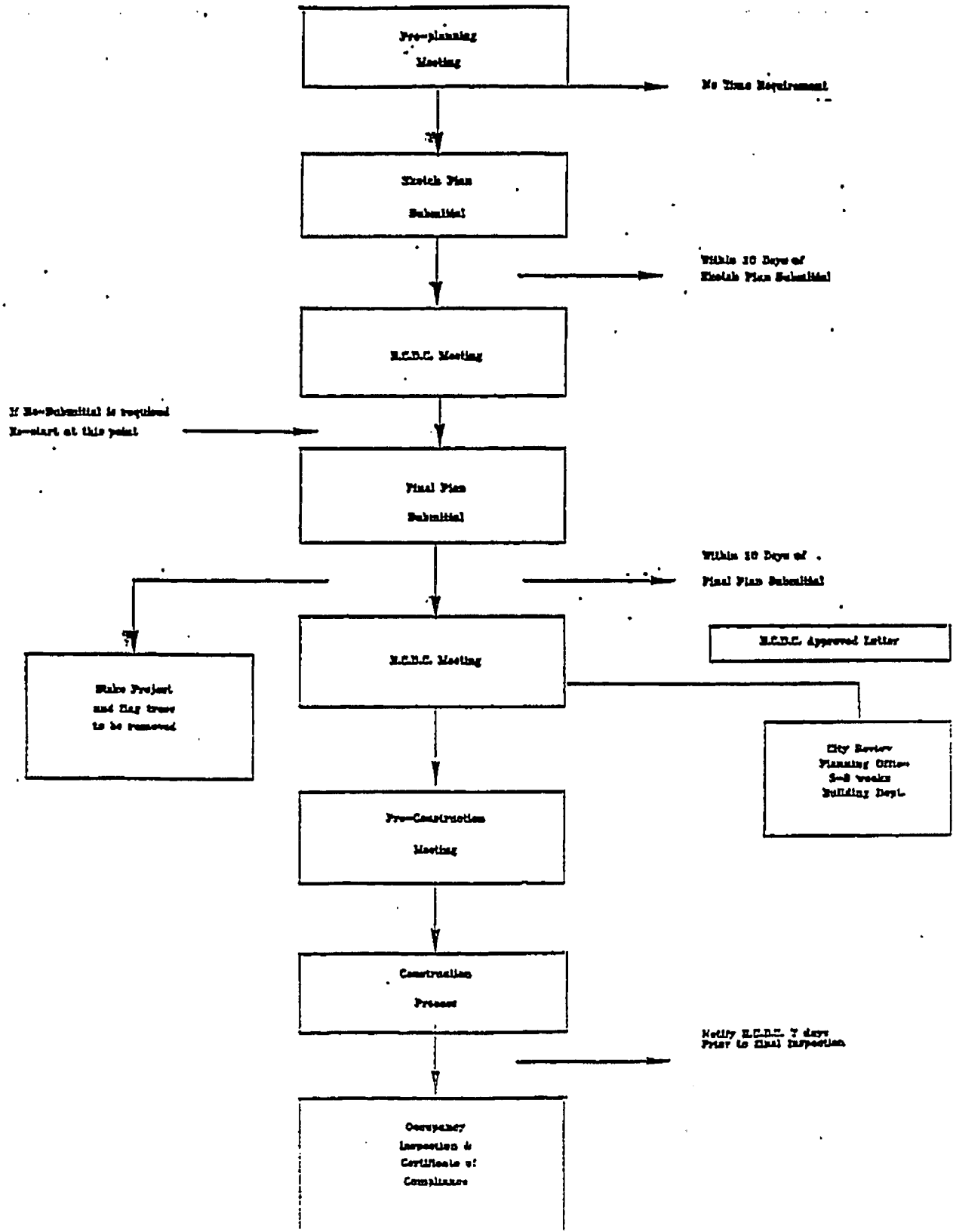
Each individual multi-family, commercial, industrial, and/or light manufacturing project will be reviewed and approved by the Design Review Board during the appropriate site plan review procedures by the City of Bozeman.

The following schedule is provided to give the applicant a general guide of the time frames required by the City Planning Staff during the review process.

Minor Site Plan Review	-	3 weeks
Major Site Plan Review	-	4 weeks
Conditional Use Permit	-	6-8 weeks

# FLOW CHART

FILM 172PAGE1260



# RESIDENTIAL/MULTI-FAMILY REGULATIONS CHECKLIST

FILM 172 PAGE 1261

Architecture, Site Plan, Landscape:  
(Review Pages 32-34)

	YES	NO	N/A
Is fee enclosed?	___	___	___
Is the project congruent with Bridger Creek Theme?	___	___	___
Setbacks correct? Single Family: Front & Rear 25' - Sides 12' - Multifamily: Front 25' - Rear 20' - Sides 8'	___	___	___
1400 sq ft minimum exclusive of garage & basement?	___	___	___
Has the project been designed for a 50 pound snow load and a 35 pound wind load?	___	___	___
Are major roof forms limited to gable and hip roofs? (Page ?)	___	___	___
Are roof pitches acceptable? (Not to exceed 12:12 or not less than 6:12) (See page ?? for more detail)	___	___	___
Is the roof material class A and unobtrusive?	___	___	___
Is the building height as specified in the covenants? (Page 5, item 7)	___	___	___
Are roofs insulated to a minimum of R-38?	___	___	___
Are pedestrian and vehicular areas below roofs protected from shedding snow and dripping water? (Page ?)	___	___	___
Are exterior surfaces of natural material? (to include wood, rock, brick, as approved)	___	___	___
Do plaster and rock exterior walls express mass rather than veneer?	___	___	___
Are foundation walls covered with either earth, wood, plaster or rock, or not left exposed for more than 8" in a vertical direction?	___	___	___
Are perimeters of concrete slabs insulated to a minimum of R-12?	___	___	___
Does the finish grading of the site blend into the landscape which borders it?	___	___	___
Are walls insulated to a minimum of R-19?	___	___	___
Are all openings in exterior walls caulked and weatherstripped?	___	___	___
Are all window casings natural, stained, painted or clad?	___	___	___
Are all windows double or triple glazed?	___	___	___

PART III - DESIGN REGULATIONS

Do fireplaces have doors and outside combustion air supply?	___	___	___
Is the service and trash removal area(s) for the project protected from public view with walls, fences or berms?	___	___	___
Are walls or fences constructed of building materials compatible with the materials and forms of the building?	___	___	___
No walls or fences exceeding 8' in height?	___	___	___
Are driveway surfaces asphalt, concrete, unit pavers or cobbles?	___	___	___
Are adequate parking spaces provided? (Not less than 2 off-street spaces on a hard surfaced driveway).	___	___	___
Paved surfaces do not exceed 30% of the portion of the lot not covered by building structure?	___	___	___
Are all newly graded non-paved areas revegetated so that they blend in?	___	___	___
Paved surfaces do not exceed 30% of the portion of the lot not covered by building structure?	___	___	___
Are all newly graded non-paved areas revegetated so that they blend in naturally with existing vegetation?	___	___	___
Is exterior lighting installed such that there is no glare to either neighboring properties or pedestrian or vehicular traffic?	___	___	___
Are there exterior antenna or satellite receiver dishes planned?	___	___	___
Is landscaping harmonious with natural surroundings?	___	___	___
Are plantings in accordance with requirements regarding casements, etc.? (Page?)	___	___	___
Multi-family units do not exceed 8 per acre?	___	___	___
Color boards (or samples) for following:			
All exterior materials (schingles, siding, trim, exterior doors)	___	___	___

FOR FURTHER DETAILS, SEE PAGES ?  
FOR FINAL APPROVAL, SEE REQUIREMENTS ON PAGES ?

Architecture - Exterior Walls

Major exterior walls should convey a sense of mass. Plaster shall have a soft undulating appearance similar to adobe, with an avoidance of sharp edges. Both plaster and rock shall always express mass and not be used as infill panels or veneers.

Generally, the heavier rock and plaster surfaces shall be below, and visually supporting the lighter wood-sheathed elements above.

Wall materials should respond to the orientation of the building.

See Exhibit D

Windows

Window casing shall be wood approved product. Approved finishes are natural, stained, painted or clad. Exterior window trim shall relate to other building materials.

Windows shall have a double or triple glazing. Mirrored glass is not allowed.

Foundations

Foundation walls shall not be exposed for more than 8" in vertical direction, unless they are faced with wood, plaster or rock as delineated in the section on Exterior walls, or unless written approval is obtained from the Design Review Board for exposed foundation walls. Such visually exposed concrete or block masonry foundations shall be stained or textured as required by the Design Review Board.

Foundations shall be designated by an architect or professional engineer to be consistent with the soils reports for the specific site. See Exhibit F

Roofs

All major roofs shall have pitches not less than 4:12 and not greater than 12:12. Major roof forms shall be restricted to gable and hip roofs. Secondary roof forms attached to the major building form may be shed roofs with pitches not less than 4:12.

Pedestrian and vehicular areas shall be protected from roof snow shedding where roof pitches exceed 6:12.

Roof material shall be unit pieces such as asphalt, slate, flat profile unglazed tile, cedar shingles and shakes, or continuous vertical boards over built-up roofing. Tile colors shall be blue-gray, green-gray, or brown-gray and should have a weathered appearance. Metal



Roofing may be used with the approval of the B.C.D.C.. It is recommended that cold roof design be used for roofs over heated interior spaces to avoid ice damage to the roofs and caves. Roofs shall be Class "A". See Exhibit G,H,I

### Energy Conservation

As a minimum, the following energy conservation measures shall be followed:

- ◇ Roofs insulated to R-38
- ◇ Walls insulated to R-19
- ◇ Perimeter of slab on grade insulated to R-12 to a depth of 4 feet
- ◇ Openings in exterior walls and roofs caulked all around
- ◇ Windows double or triple glazed
- ◇ Windows and doors weatherglassed

### Fireplaces

All fireplaces shall have doors and outside combustion air supply.

### Chimneys, Flues and Roof Vents

Chimneys and flues shall be designed in such a manner so as not to cause fumigation of ground level areas. Chimneys should be located high on the upwind side of the building as the best means to insure adequate disbursement and have spark arresters.

Vents and flues shall not be exposed galvanized pipe, but rather attempts shall be made to group these roof projections and conceal them from public view. This can be done by enclosing them in forms compatible with the structure. See Exhibit J

## SITE PLAN

### Building Siting

Building siting shall be responsive to existing features of terrain, drainage patterns, vegetation, views, and sun exposure.

Landscaping and grading for any site shall interface with all adjacent properties. The Owner shall indicate the means of accomplishing this interface in this landscape plan.

### Building Height Limitations

Building height limitations within the residential area shall be governed by the covenants.

### Grading

Grading requirements resulting from development shall be designed to blend into the

natural landscape. Cuts and fills should be feathered into the existing terrain, within the property boundary. Retaining walls and cribbing should utilize natural materials such as wood timbers, logs, rocks, and textured, board formed or color tinted concrete. Slope of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote revegetation opportunities, but in any case should be limited to a maximum of 2:1 slope (or approved slope).

### Drainage

Drainage patterns within the site may be modified, but the modification must be consistent with the Bridger Creek Design Guidelines. Runoff from impervious surfaces such as roofs and pavement areas shall be directed to natural or improved drainage channels or dispersed into shallow sloping vegetated areas.

## LANDSCAPE

### Objectives

The landscape elements is to maintain the open atmosphere and recreational environment of the site by softening the buildings, roads, walks, and other improvements to the site.

### Erosion Control and Revegetation

A initial Erosion Control and Temporary Site Stabilization Plan may be required prior to Preliminary Plan Approval (see section of Design Review Process). A detailed permanent Erosion Control and Revegetation Plan may be required prior to Final Plan Approval. These plans shall explain in detail the following:

- ◇ Measures to control both ground water and surface water runoff;
- ◇ Temporary measures to retain all eroded soil material on site during construction;
- ◇ Measures to permanently stabilize all disturbed slopes and drainage features upon complete of construction.

The Owner/developer shall, for Preliminary Plan Approval list and describe those techniques he plans to use during excavation and construction, and indicate on his Site Plan drawings their locations, construction details, and time of installation. The Owner/developer shall, for Final Plan Approval list and describe on his Landscape and Planting Plan those techniques he plans to use upon completion of the project to permanently revegetate and stabilize all disturbed areas and drainage features.

The major concerns addressed by both plans shall be the reduction of erosive potential and

control of transported sediments.

FILM 172 PAGE 1266

### Landscaping and Plant Materials

Landscape scale and overall landscape design shall be developed so that one senses that new vegetation is integral with the natural landscape and the inherent form, line, color and texture of the local plant communities. New planting should use plants that are indigenous to the Rocky Mountain alpine and sub-alpine zones and should be located to extend existing canopy edges or planted in natural looking groups. Ornamental plants are recommended only for locations directly adjacent to building masses or in courtyards.

### Signs

All signs must have written approval of the Design Committee.

All signs shall be constructed of natural materials to include wood, rock, brick and will be landscaped to minimize visual impact of the signage.

All residential units must have street number signs. See Exhibit N,O

## LANDSCAPE AND SOLAR DESIGN GUIDELINES AND GENERAL NOTES

### Exterior Lighting

The key to exterior lighting is understatement and indirect lighting should be used wherever possible. Exterior lighting shall not be installed where its direct source is visible from neighboring properties, or where it produces excessive glare to pedestrian or vehicular traffic.

### Energy Policy

The B.C.D.C. strongly encourage that all new projects utilize the latest advances in the areas of energy conservation.

### Boulevards

Boulevards will be planted and maintained by owner. The number of trees required and planting will be in accordance with Exhibits B and C and as listed below. Spacing and grouping as approved by the B.C.D.C but not less than 50 feet average spacing. Boulevard area shall be planted in an approved grass placed by broadcasting or sodding. The placement of required landscaping adjacent to each lot will be completed within 90 days of the occupancy of the residence of each individual lot, weather permitting. This time frame will help insure that landscaped areas can be watered and maintained.

Boulevard Trees @ 50 ft. average spacing  
Ash, Elm, Maple @ 2" minimum diameter

### Trails and Parks

FILM 172 PAGE 1267

The Bridger Creek Owners Association will be responsible for the landscaping and maintenance of the trail system. The Declarant shall be responsible for the construction of the trail and placement of the berms as shown on Exhibit B before final plat approval. The placement of required landscaping for the trail system adjacent to each lot will be completed within 90 days of the occupancy of the residence of each individual lot.

The placement of the trail system and berms will be completed before final plat approval.

### Buffer Screening

Individual lot owners shall be responsible for landscaping and maintenance of buffers between different zoning classifications located on their lot as shown on Exhibit B. Each individual lot owner will be responsible to complete the landscaping within their lot area as shown on Exhibit B within 90 days of the occupancy of their residence of building.

### General Screening

The following items must be screened from view with either landscaping, structures, or approved privacy screens:

Firewood Storage

Electrical Meters

(See Covenants for additional guidelines.)

Architecture, Site Plan, Landscape

YES	NO	N/A			
			Is the project congruent with the Bridger Creek Theme?	___	___
			Have all appropriate codes and regulations been adhered to?	___	___
			Are major roof forms limited to gable and hip roofs at people entries.	___	___
			Are pedestrian and vehicular areas below roofs protected from shedding snow and dripping water?	___	___
			Has a cold roof assembly been provided?	___	___
			Is the roof material unobtrusive?	___	___
			Do plaster and rock exterior walls express mass rather than veneer?	___	___
			Are all window casings natural, stained, painted or clad?	___	___
			Are foundation walls covered with either earth, wood, plaster or rock, or not left exposed for more than 8" in a vertical direction?	___	___
			Does the finish grading of the site blend into the natural landscape which borders it?	___	___
			Does the building height conform to city guidelines?	___	___
			Are roofs insulated to a minimum of R-38?	___	___
			Are walls insulated to a minimum of R-19?	___	___
			Are perimeters of concrete slabs insulated to a minimum of R-21?	___	___
			Are all openings in exterior walls caulked and weatherstripped?	___	___

- Are all windows double or triple glazed? \_\_\_\_\_
- Is the service and trash removal area(s) for the project protected from public view with walls, fences or berms? \_\_\_\_\_
- Are walls or fences constructed of building materials compatible with the materials and forms of the building? \_\_\_\_\_
- Do tree, shrub, vine and ground cover types conform to the natural site vegetation? \_\_\_\_\_
- Is landscaping harmonious with natural surroundings? \_\_\_\_\_
- Are all outdoor utility tanks, metering devices, transformers and other similar devices concealed from the view of public spaces and neighboring properties? \_\_\_\_\_
- Are all utilities underground? \_\_\_\_\_
- Are driveway surfaces asphalt, concrete, unit pavers, or cobbles? \_\_\_\_\_
- Are adequate parking spaces provided? \_\_\_\_\_
- Are all newly graded non-paved areas revegetated so that they blend in naturally with existing native vegetation? \_\_\_\_\_
- Does landscaping blend with landscaping of adjacent properties? \_\_\_\_\_
- Is exterior lighting installed such that there is no glare to either neighboring properties or pedestrian or vehicular traffic? \_\_\_\_\_
- Have Erosion Control and Revegetation Plans been prepared to deal with water runoff, slope stabilization, and revegetation measures? \_\_\_\_\_

### Architecture

The objective of the owner is to encourage high quality, compatible architectural design of all facilities to be constructed within Bridger Creek Subdivision. Architectural forms shall be reviewed so as to be compatible with various zoning designations in the same proximity.

### Exterior Walls

Major exterior walls should convey a sense of mass. Plaster shall have a soft undulating appearance similar to adobe, with an avoidance of sharp edges. Both plaster and rock shall always express mass and not be used as infill panels or veneers. Metal skin siding may only be used upon special request and approval by the B.C.D.C.

Generally, the heavier rock and plaster surfaces shall be below, and visually supporting the lighter wood-sheathed elements above. See Exhibit D

### Windows

Windows shall have a double or triple glazing. Mirrored glass is not allowed.

### Foundations

Foundation walls shall not be exposed for more than 8" in vertical direction, unless they are faced with wood, plaster or rock as delineated in the section on Exterior walls, or unless written approval is obtained from the Design Review Board for exposed foundation walls. Such visually exposed concrete or block masonry foundations shall be stained or textured as required by the Design Committee.

Foundations shall be designated by an architect or professional engineer to be consistent with the soils reports for the specific site.

### Roofs

All major pitched roofs shall have pitches not less than 4:12 and not greater than 12:12. Major roof forms shall be restricted to gable and hip roofs and entries. Secondary roof forms attached to the major building form may be shed roofs with pitches not less than 4:12.

Pedestrian and vehicular areas shall be protected from roof snow shedding where roof pitches exceed 6:12. This can be accomplished through secondary roofs, snow clips and snow fences on roofs.

Sloped roof material shall be unit pieces such as asphalt, slate, flat profile unglazed tile, cedar shingles and shakes, or continuous vertical boards over built-up roofing. Tile colors

shall be blue-gray, green-gray, or brown-gray and should have a weathered appearance. Metal roofing may be used with the approval of the B.C.D.C. It is recommended that cold roof design be used for roofs over heated interior spaces to avoid ice damage to the roofs and eaves. Exhibit G,H,I

## SITE PLAN

### Building siting

Building siting shall be responsive to existing features of terrain, drainage patterns, rock outcroppings, vegetation, views, and sun exposure.

Landscaping and grading for any site shall interface with all adjacent properties. The Owner shall indicate the means of accomplishing this interface in his landscape plan.

### Building Height Limitations

See City of Bozeman Guidelines.

### Grading

Grading requirements resulting from development shall be designed to blend into the natural landscape. Cuts and fills should be feathered into the existing terrain, within the property boundary. Retaining walls and cribbing should utilize natural materials such as wood timbers, logs, rocks and textured, board formed or color tinted concrete. Slope of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote revegetation opportunities, but in any case should be limited to a maximum of 2:1 slope (or approved slope).

### Drainage

Drainage patterns within the site may be modified, but the modification must be consistent with the Bridger Creek Design Guidelines. Runoff from impervious surfaces such as roofs and pavement areas shall be directed to natural or improved drainage channels or dispersed into shallow sloping vegetated areas.

## LANDSCAPE

### Erosion Control and Revegetation

A initial Erosion Control and Temporary Site Stabilization Plan may be required for any project prior to Preliminary Plan Approval (see section of Design Review Process). A detailed permanent Erosion Control and Revegetation Plan may be required prior to Final Plan Approval. These plans shall explain in detail the following:



- ◇ Measures to control both ground water and surface water runoff

FILM 172 PAGE 1272

- ◇ Temporary measures to retain all eroded soil material on site during construction
- ◇ Measures to permanently stabilize all disturbed slopes and drainage features upon completion of construction

The Owner/developer shall, for Preliminary Plan Approval list and describe those techniques he plans to use during excavation and construction, and indicate on his Site Plan drawings their locations, construction details, and time of installation. The Owner/developer shall, for Final Plan Approval list and describe on his Landscape and Planting Plan those techniques he plans to use upon completion of the project to permanently revegetate and stabilize all

disturbed areas and drainage features.

The major concerns addressed by both plans shall be the reduction of erosive potential and control of transported sediments.

#### Landscaping and Plant Materials

Landscape scale and overall landscape design shall be developed so that one senses that new vegetation is integral with the mountain landscape and the inherent form, line, color and texture of the local plant communities. (1) Plantings should be done around the building structure as well as along the lot line areas as a buffer. The plantings around the building shall be done in a manner to soften the building mass. Plantings shall also be done along lot lines adjoining residential lots to provide a transition. Selected tree and shrub species should be chosen to fit the climatic and regional horticultural conditions of this area. Species selection is subject to review by the Bridger Creek Design Committee. All plantings, whenever possible, will be in accordance with the "Street Tree and Park Tree Inventory, Analysis and Recommendations" by Dick Pohl dated December 11, 1990 as adopted by the City of Bozeman. Ornamental plants are recommended only for locations directly adjacent to building masses or in courtyards. (2) Landscaped areas shall be a minimum of 15 percent of the total lot area. The landscaped area shall contain a minimum of 75 percent of live vegetation.

#### Signs Objectives

To allow sufficient, though not excessive, business identification devices so that the name of each business locating the development is clearly and individually associated with the facilities it occupies, when viewed by motorists passing by on fronting streets.

To allow on each lot sufficient, though not excessive, informational, directional, product identification and traffic control signing for convenient and efficient operation.

To have informational, vehicular control, and temporary signage be uniform in design, size, height, color, material and topography.

All signs must have written approval of the Bridger Creek Design Committee. All buildings must have street number signs, lighted, and located at the driveway entry. The light source must be concealed with minimum glare to pedestrians or automobiles. Street Number Signs shall be a minimum of 1 square foot and a maximum of 2 square feet. Compliance with the Bozeman sign ordinance is imperative.

## LANDSCAPE, SOLAR DESIGN GUIDELINES AND GENERAL NOTES

### Exterior Lighting

The key to exterior lighting is understatement and indirect lighting should be used wherever possible. Exterior lighting shall not be installed where its direct source is visible from neighboring properties, or where it produces excessive glare to pedestrian or vehicular traffic.

### Energy Policy

B.C.D.C strongly encourages that all new projects utilize the latest advances in the areas of energy conservation.

### Energy Conservation

As a minimum, the City of Bozeman energy conservation measures shall be followed: (people spaces only)

- ◇ Roofs insulated to R-38
- ◇ Walls insulated to R-19
- ◇ Perimeter of slab on grade insulated to R-12 to a depth of 4 feet
- ◇ Openings in exterior walls and roofs caulked all around
- ◇ Windows double or triple glazed
- ◇ Windows and doors weatherstripped

## OCCUPANCY PERMIT

FILM 172 PAGE 1274

The undersigned, the architect/designer/builder preparing the contract documents for \_\_\_\_\_ (project name), herewith certifies that this project was constructed in complete accordance with the contract documents on file with the Bridger Creek Design Review Board.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_ (name)

\_\_\_\_\_ (firm)

\_\_\_\_\_ (address)

\_\_\_\_\_ (phone number)

Registered Professional Architect (required for Commercial Permit)

No. \_\_\_\_\_ State \_\_\_\_\_

## CERTIFICATE OF OCCUPANCY BRIDGER CREEK REVIEW BOARD

The undersigned herewith certifies that this project has met or exceeded all the guidelines for construction, to the best of our knowledge.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Bridger Creek Design Committee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBITS

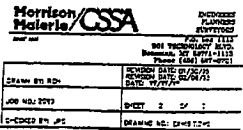
FILM 172PAGE1275

Phase I Subdivision Preliminary Plat  
Phase I Landscape Plan  
Zoning Plat - Phase I  
Exterior Wall  
Windows  
Foundations  
Roof Articulation - Commercial  
Roof Hip  
Roof Gable  
Chimneys  
Boulevard Tree Detail  
Buffer Hedging Elevation Detail  
Buffer Hedging Elevation  
Signage  
Singage  
Lighting Fixtures  
Lighting-Commercial/Residential  
Material Articulation - Residential  
Material Articulation - Commercial  
Commercial Metal Construction  
Commercial Office Space  
Commercial Retail

Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D  
Exhibit E  
Exhibit F  
Exhibit G  
Exhibit H  
Exhibit I  
Exhibit J  
Exhibit K  
Exhibit L  
Exhibit M  
Exhibit N  
Exhibit O  
Exhibit P  
Exhibit Q  
Exhibit R  
Exhibit S  
Exhibit T  
Exhibit U  
Exhibit V

DESIGN GUIDE  
revised

FILM 172 PAGE 1276



FILM 172PAC1279

FILM 172PAC1278

**PLAT OF  
BRIDGER CREEK SUBDIVISION  
PHASE 2**

A TRACT OF LAND LOCATED IN SECTION 31, TOWNSHIP 1 SOUTH,  
RANGE 6 EAST, P.M.M., CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

TRACT PD-1 C.O.S. No. 1362  
GOLF COURSE PARTNERS INC.  
REX BASTON

TRACT PD-1 C.O.S. No. 1362  
GOLF COURSE PARTNERS INC.  
REX BASTON

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GOLF COURSE PARTNERS INC.  
REX BASTON

TRACT PD-1 C.O.S. No. 1362  
GOLF COURSE PARTNERS INC.  
REX BASTON

NOTE:  
ALL LOTS EXCEPT LOT 18  
SHALL BE SPACED FAIRLY  
RESIDENTIAL LOTS.

**LEGEND**

- PAVE - PUBLIC UTILITY EASEMENT
- Δ - MONUMENT BOX
- - SET 5/8" NAILS 1/4" LONG MARKED  
"MORRISON MAERLE, INC."

**GRAPHIC SCALE**

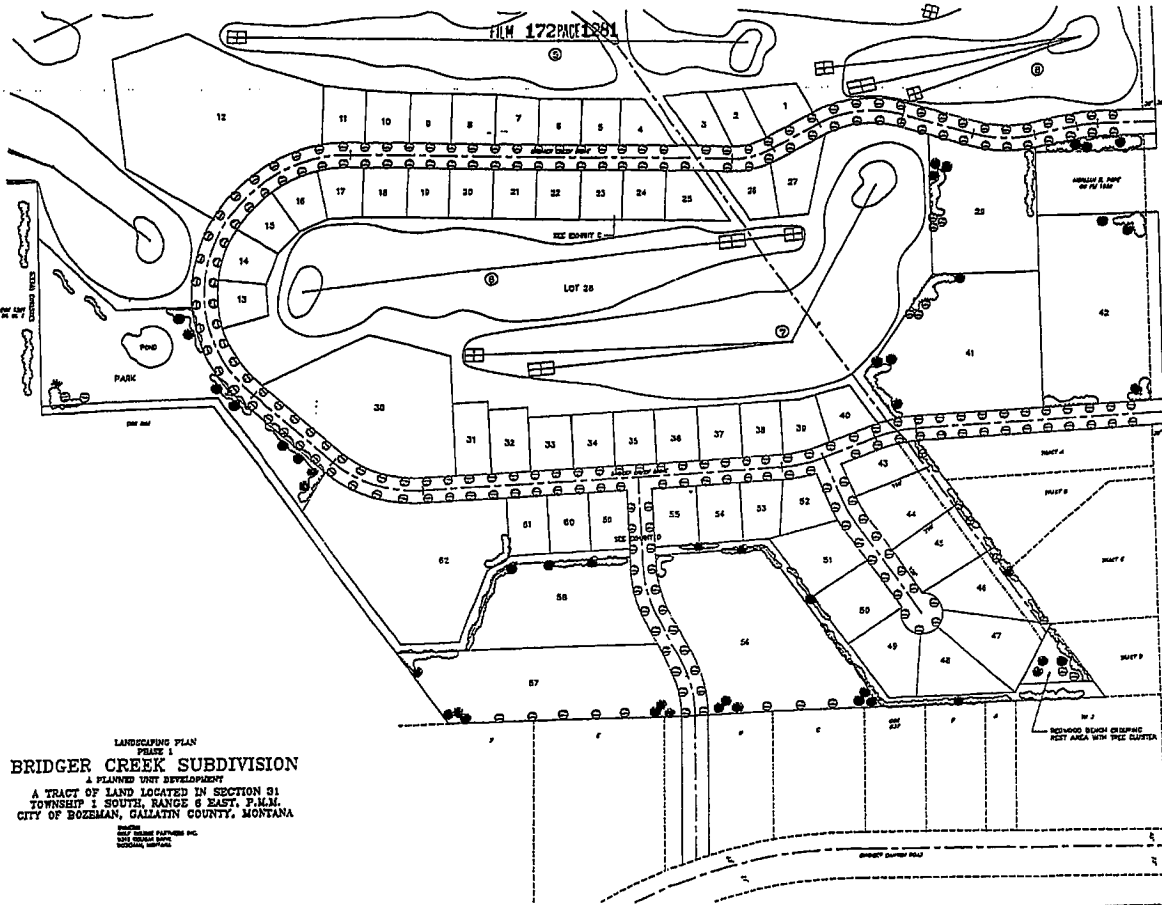


**EXHIBIT "A"**

**COPYRIGHT 1987**  
MORRISON MAERLE, INC.  
A PROFESSIONAL LAND SURVEYING FIRM  
1000 N. 10TH ST. SUITE 100  
BOZEMAN, MONTANA 59717  
PHONE (406) 552-1111  
FAX (406) 552-1112

**BRIDGER CREEK PHASE 2  
FINAL PLAT  
EXHIBIT "A"**

PROJECT NO.  
2081208-01-001-010  
SHEET NUMBER  
1 OF 1



**BRIDGER CREEK SUBDIVISION**

A TRACT OF LAND LOCATED IN SECTION 31  
TOWNSHIP 1 SOUTH, RANGE 6 EAST, P.M.M.  
CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

LANDSCAPING PLAN

PLANS 1

A PLANNED UNIT DEVELOPMENT

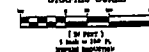
BOZEMAN, MONTANA

EXHIBIT "B"

LEGEND

- - EVERGREEN TREE (1" dia.)
- - BROADLEAF TREE (1" dia.)
- SHRUB CLUMP TO BE MAINTAINED OR ESTABLISHED ON APPROVED EQUAL VOLUME BASIS OF 10'

GRAPHIC SCALE



BOZEMAN, MONTANA

DATE	10/1/77	BY	CH-17-21
APPROVED	BY	APPROVED	BY
DATE	10/1/77	DATE	10/1/77

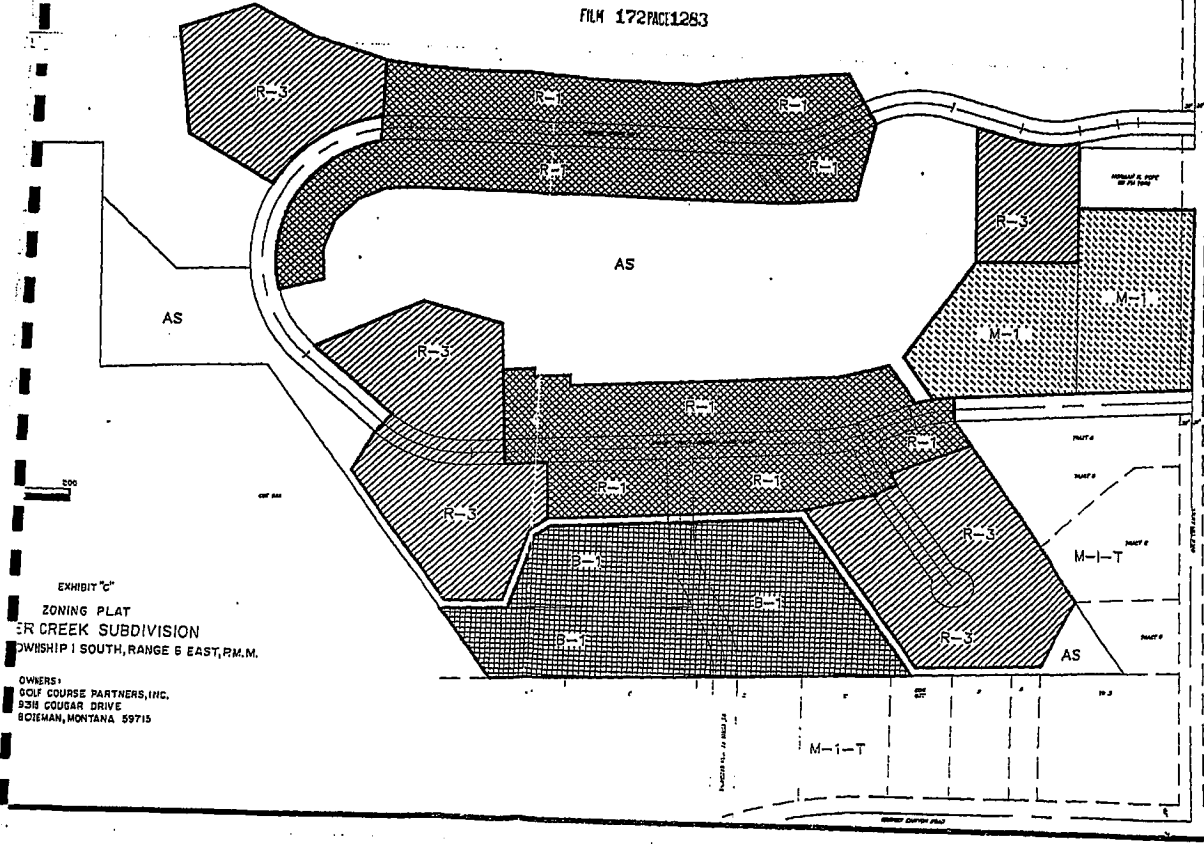


EXHIBIT "C"  
 ZONING PLAT  
 DEER CREEK SUBDIVISION  
 TOWNSHIP 1 SOUTH, RANGE 6 EAST, R.M.M.  
 OWNERS:  
 GOLF COURSE PARTNERS, INC.  
 9311 COUGAR DRIVE  
 BOZEMAN, MONTANA 59715

DEER CREEK ROAD

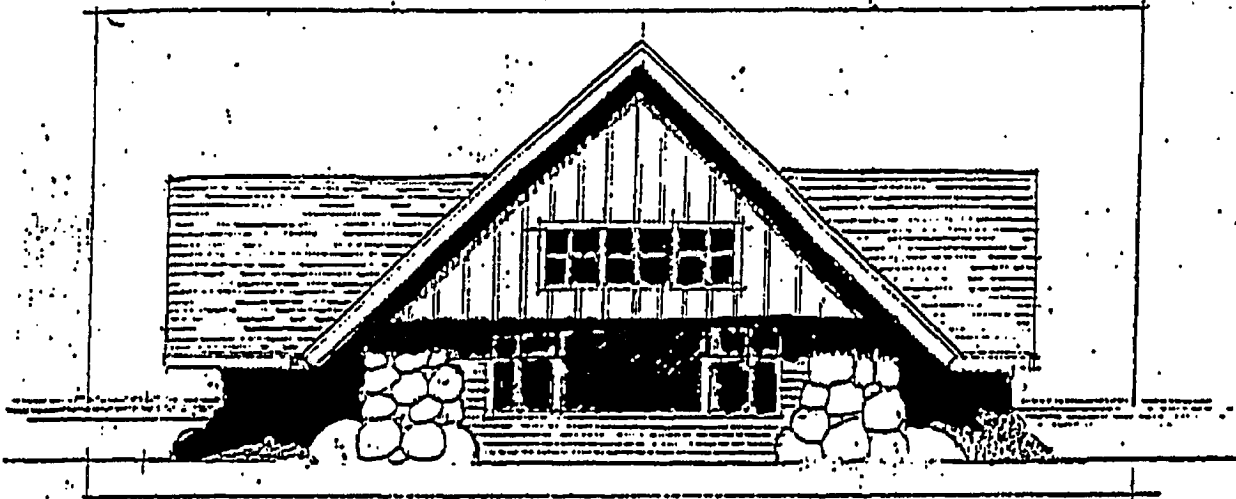
M-1-T

M-1-T

AS

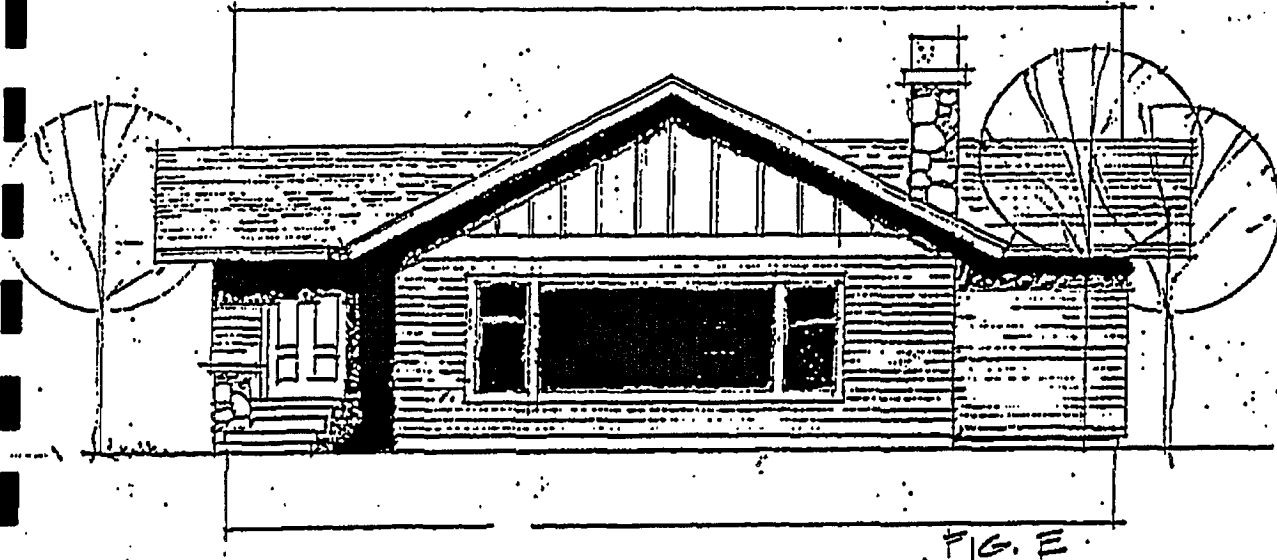


## ● EXTERIOR WALLS



MAJOR EXTERIOR WALLS SHOULD CONVEY A SENSE OF MASS. PLASTER SHALL HAVE A SOFT UNDULATING APPEARANCE SIMILAR TO ADOBE, WITH AN AVOIDANCE OF SHARP EDGES. BOTH PLASTER AND STONE SHALL ALWAYS EXPRESS MASS AND NOT BE USED AS INFILL PANELS OR VENEERS. GENERALLY, THE HEAVIER ROCK AND PLASTER SURFACES SHALL BE BELOW, AND VISUALLY SUPPORTING THE LIGHTER WOOD SHEATHED ELEMENTS ABOVE. EXTERIOR WALL COLORS AND MATERIALS SHALL BE APPROVED BY THE BCDC IN CONJUNCTION WITH THE OTHER EXTERIOR MATERIALS WHICH WILL ALL BE SUBMITTED TOGETHER AND WELL IDENTIFIED IN AN ORGANIZED FORMAT.

●WINDOWS

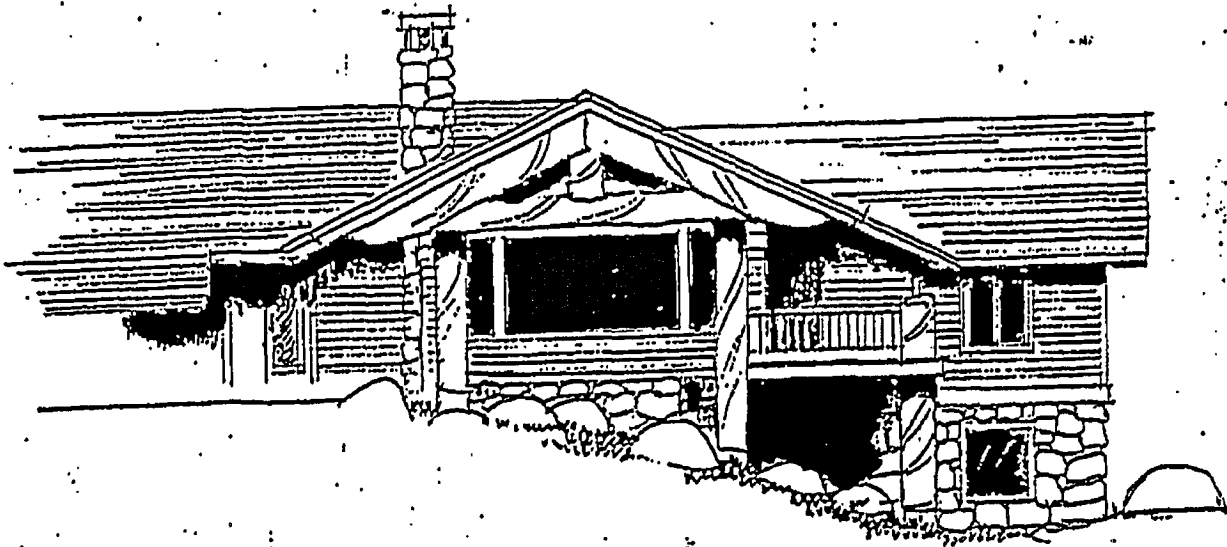


WINDOW CASING SHALL BE WOOD OR OTHER APPROVED MATERIAL. FINISHES WILL BE NATURAL WOOD, STAINED, PAINTED OR CLAD. EXTERIOR WINDOW TRIM MUST RELATE TO OTHER BUILDING MATERIALS.

WINDOWS WILL HAVE DOUBLE OR TRIPLE GLAZING. MIRRORED GLASS IS NOT ALLOWED.

EXHIBIT "E"

## ● FOUNDATIONS



FOUNDATION WALLS SHALL NOT BE EXPOSED FOR MORE THAN 8" VERTICAL DIRECTION, UNLESS THEY ARE FACED WITH WOOD, PLASTER, OR STONE AS SHOWN IN (FIG. D) OR UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE BCDC FOR EXPOSED FOUNDATION WALLS. SUCH VISUALLY EXPOSED CONCRETE OR BLOCK MASONRY FOUNDATIONS SHALL BE STAINED OR TEXTURED AS REQUIRED BY THE BCDC.

EXHIBIT "F"

● ROOF ARTICULATION  
Commercial

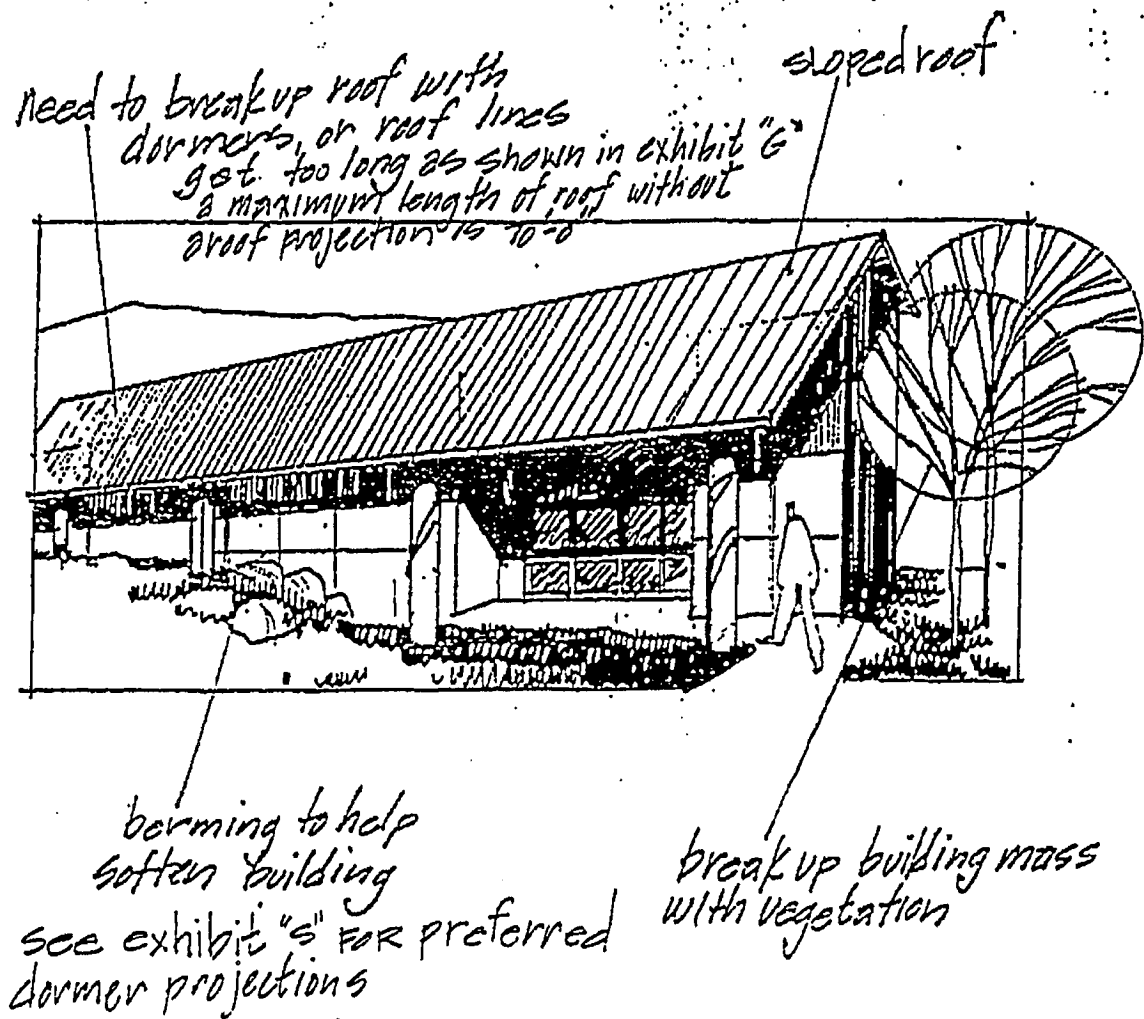
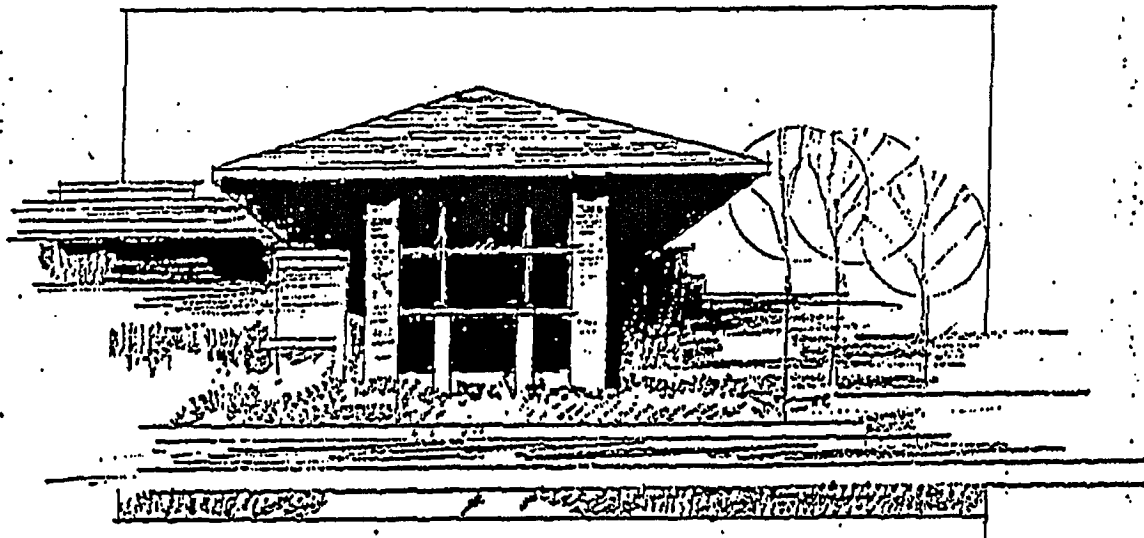


EXHIBIT "G"

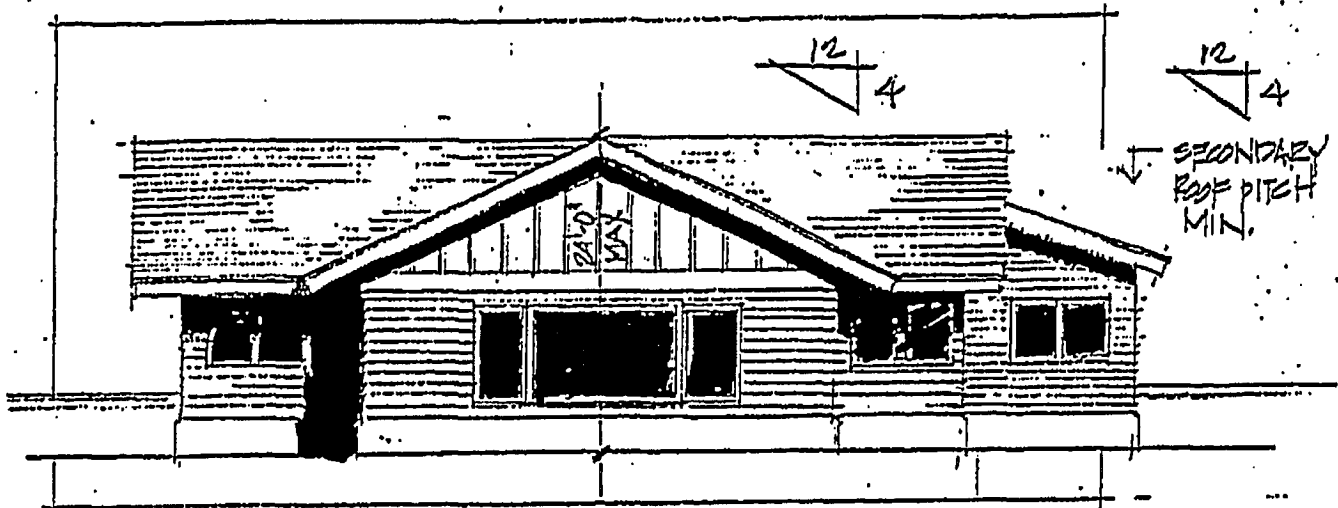
● ROOFS



● HIP ROOF

ROOF MATERIAL SHALL BE UNIT PIECES SUCH AS ASPHALT, SLATE, FLAT PROFILE UNGLAZED TILE, CEDAR SHINGLES AND SHAKES, CONTINUOUS VERTICAL BOARDS OVER BUILT-UP ROOFING, OR OTHER MATERIALS WHICH MAY BE APPROVED BY BCDC. ROOF MATERIALS AND COLORS SHALL BE APPROVED BY THE BCDC IN CONJUNCTION WITH THE OTHER EXTERIOR MATERIALS WHICH WILL ALL BE SUBMITTED TOGETHER AND WELL IDENTIFIED IN AN ORGANIZED FORMAT.

• ROOF (FORM)

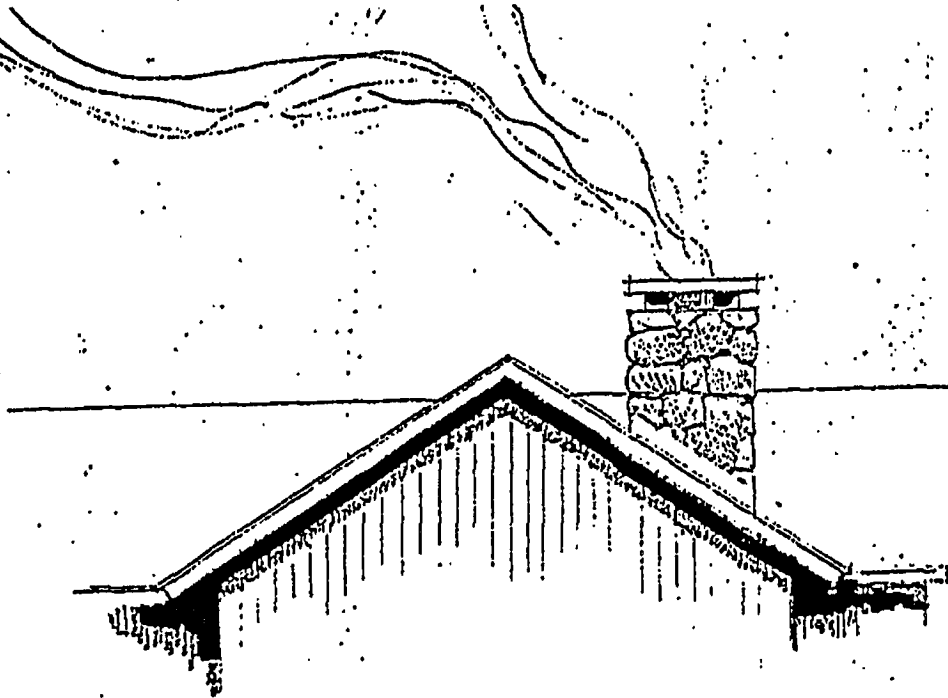


• GABLE

ALL MAJOR ROOFS SHALL HAVE PITCHES NOT LESS THAN 4:12. MAJOR ROOF FORMS SHALL BE RESTRICTED TO GABLE AND HIP ROOFS. SECONDARY ROOF FORMS ATTACHED TO MAJOR BUILDING FORMS MAY BE SHED ROOFS WITH A PITCH NOT LESS THAN 4:12.

PEDESTRIAN AND VEHICULAR AREAS SHALL BE PROTECTED FROM ROOF SNOW SHEDDING WHERE ROOF PITCHES EXCEED 6:12. THIS CAN BE ACCOMPLISHED THROUGH SECONDARY ROOFS, SNOW RETAINERS, AND SNOW FENCES ON ROOFS.

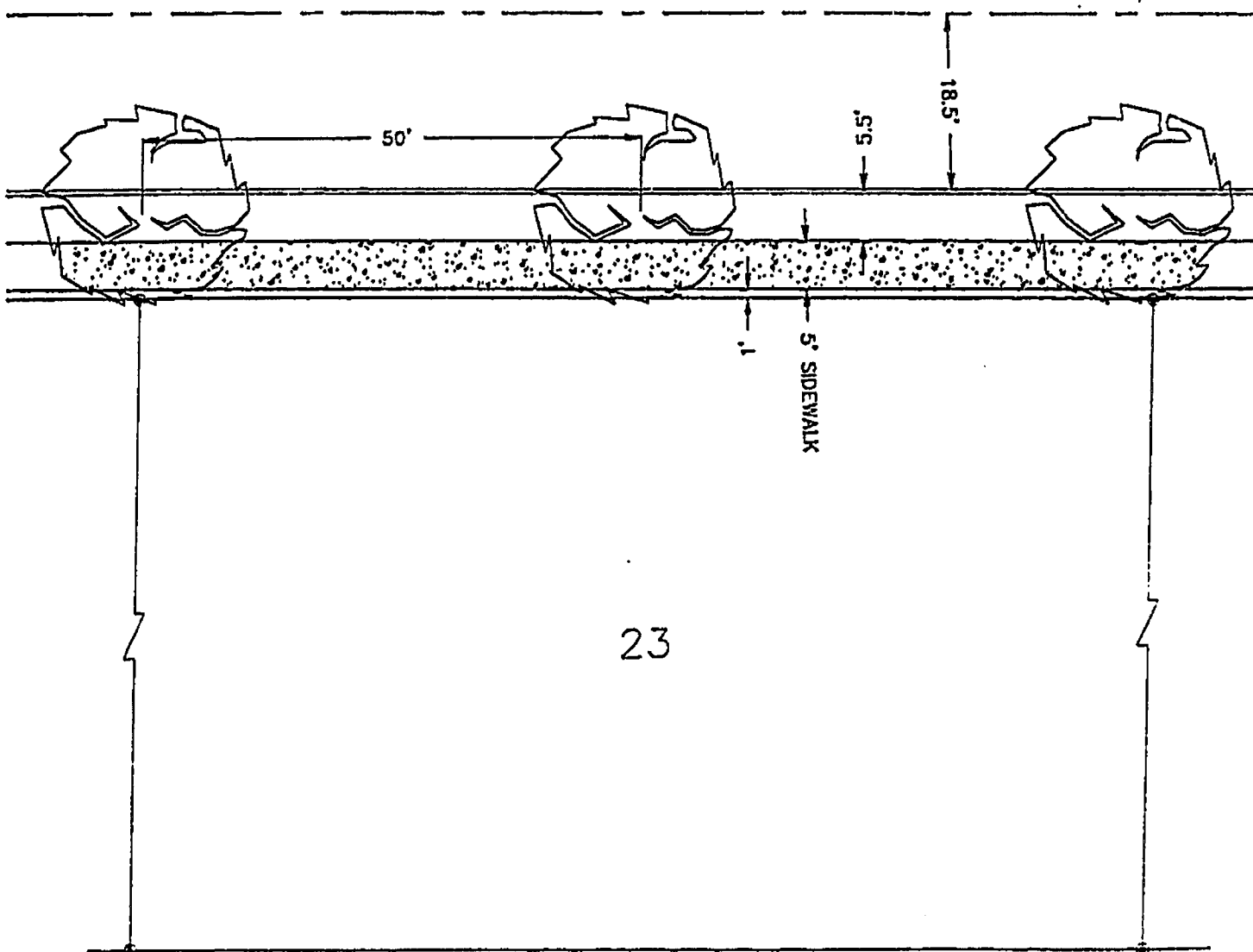
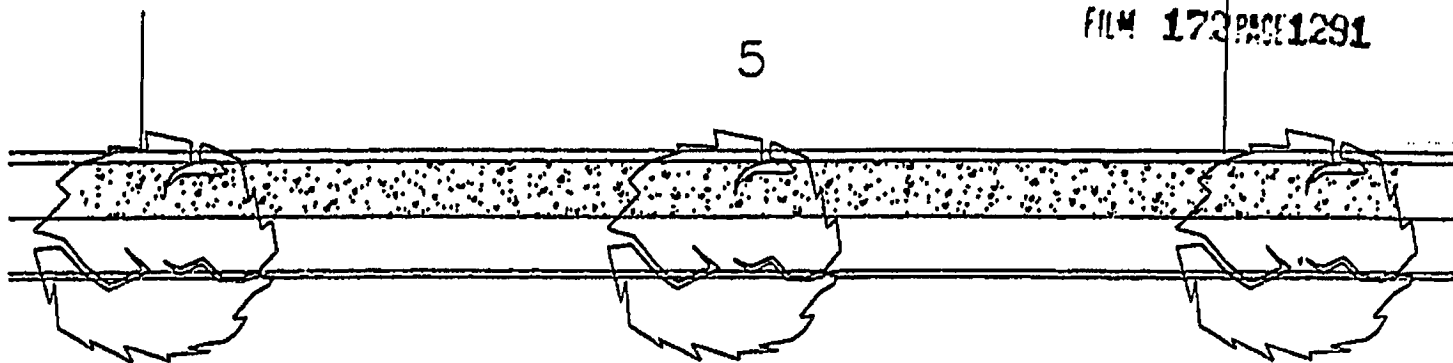
●CHIMNEYS, FLUES



CHIMNEYS AND FLUES SHALL BE DESIGNED IN SUCH A MANNER SO AS NOT TO CAUSE FUMIGATION OF GROUND LEVEL AREAS. CHIMNEYS SHOULD BE LOCATED HIGH ON THE UPWIND SIDE OF THE BUILDING AS THE BEST MEANS TO INSURE ADEQUATE DISBURSEMENT AND HAVE SPARK ARRESTERS.

VENTS AND FLUES SHALL NOT BE EXPOSED GALVANIZED PIPE, BUT RATHER ATTEMPTS SHALL BE MADE TO GROUP THESE ROOF PROJECTIONS AND CONCEAL THEM FROM PUBLIC VIEW. THIS CAN BE DONE BY ENCLOSING THEM IN FORMS COMPATIBLE WITH THE STRUCTURE.

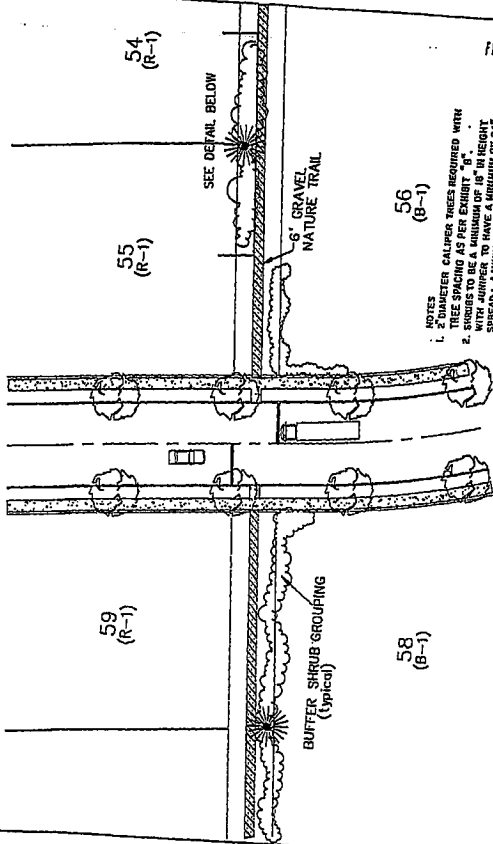
5



NOTE : 2" DIAMETER CALIPER  
TREES REQUIRED

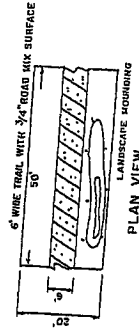
BOULEVARD TREE DETAIL  
EXHIBIT "K"



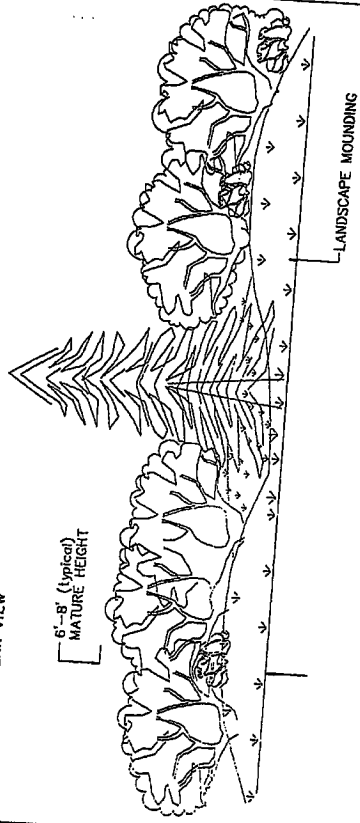


NOTES  
1. 2" DIAMETER CALIPER TREES REQUIRED WITH  
TREE SPACING AS PER EXHIBIT "B"  
2. BUFFER TREES TO BE A MINIMUM OF 18" IN HEIGHT  
WITH A MINIMUM OF 18" IN HEIGHT  
SPREAD; A MINIMUM AVERAGE SPACING OF 20 FT.

NATURE TRAIL AND BUFFER HEDGING DETAIL

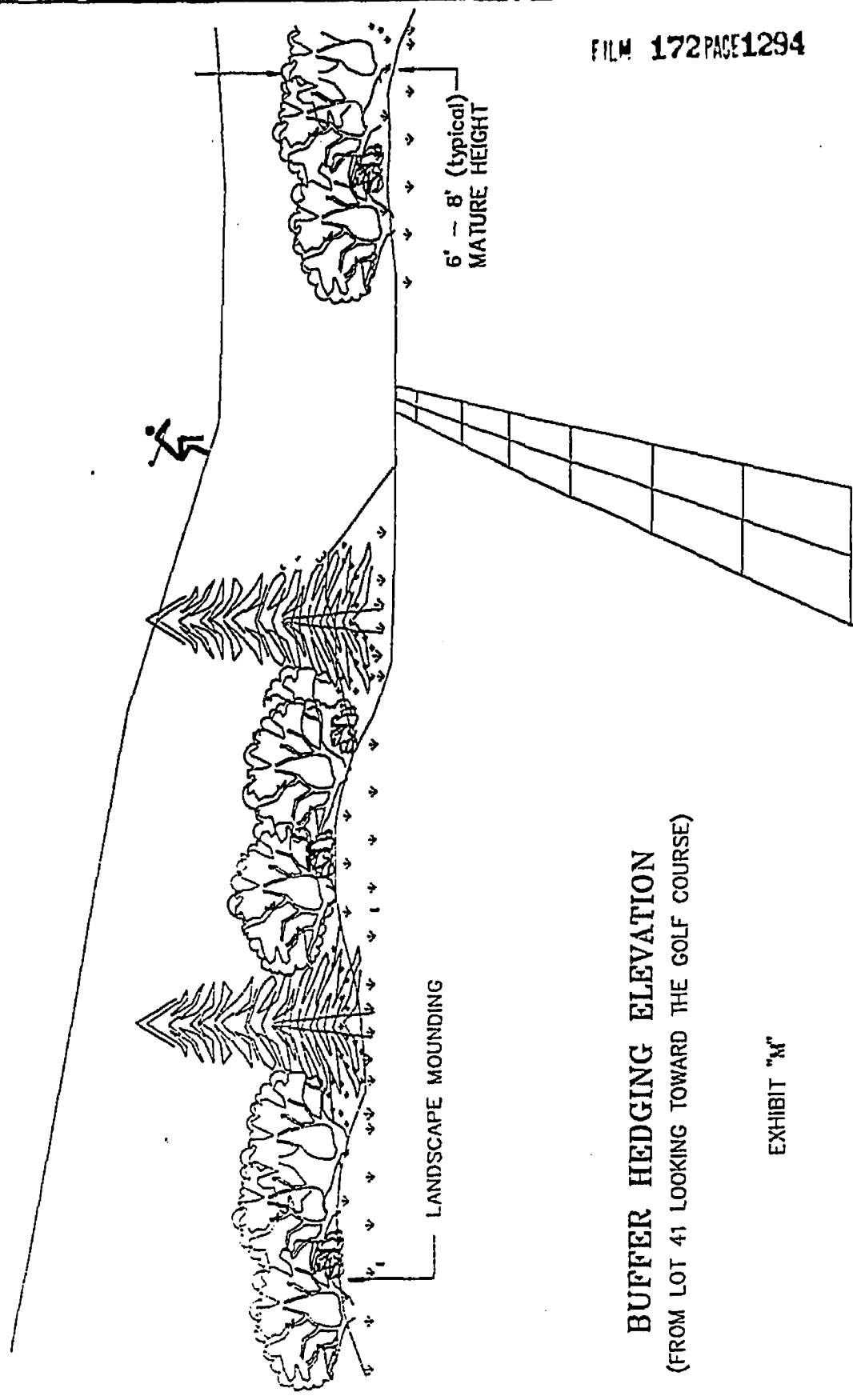


6'-8" (Typical)  
MATURE HEIGHT



BUFFER HEDGING ELEVATION DETAIL

EXHIBIT "L"

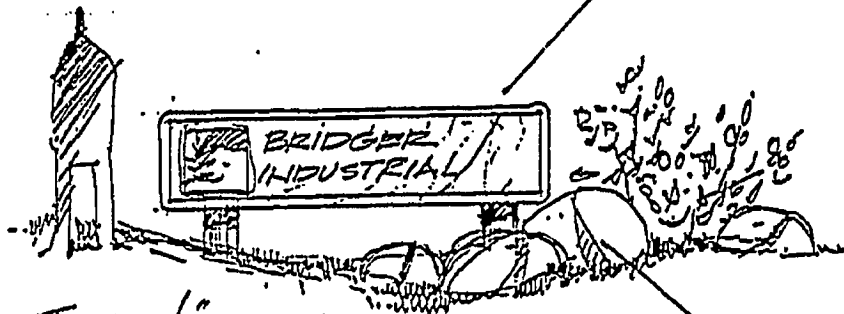


**BUFFER HEDGING ELEVATION**  
(FROM LOT 41 LOOKING TOWARD THE GOLF COURSE)

EXHIBIT "M"

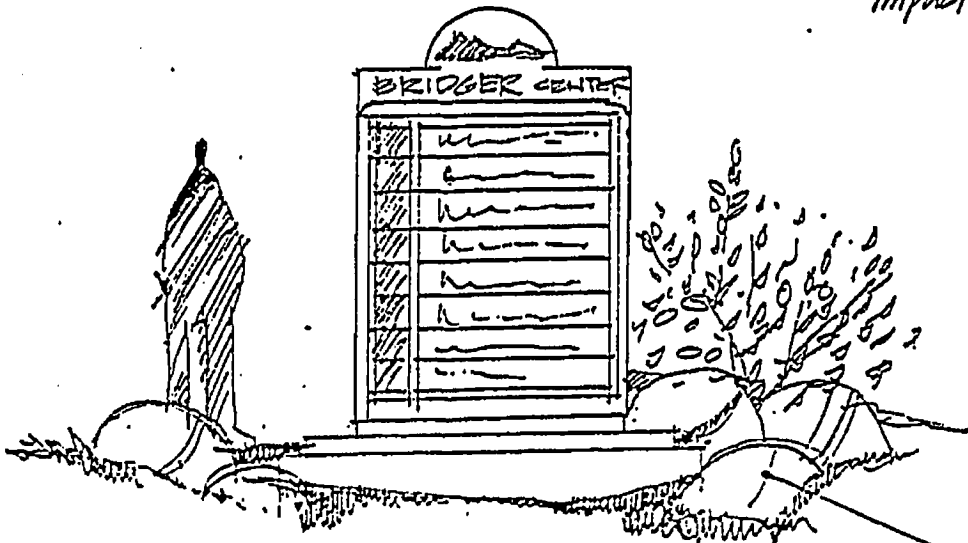
• SIGNAGE

low profile signage



Typical "parcel" Signage

landscaping to minimize impact of signage



Typical 'Collective' Signage

landscaping to help scale down signage

## SIGN OBJECTIVES

FILM 172 PAGE 1296

- TO ALLOW SUFFICIENT, THOUGH NOT EXCESSIVE, BUSINESS IDENTIFICATION DEVICES SO THAT THE NAME OF EACH BUSINESS LOCATING THE DEVELOPMENT IS CLEARLY & INDIVIDUALLY ASSOCIATED WITH THE FACILITIES IT OCCUPIES, WHEN VIEWED BY MOTORISTS PASSING BY ON FRONTING STREETS.
- TO ALLOW ON EACH LOT SUFFICIENT, THOUGH NOT EXCESSIVE, INFORMATIONAL, DIRECTIONAL, PRODUCT IDENTIFICATION AND TRAFFIC CONTROL SIGNING FOR CONVENIENT & EFFICIENT OPERATION.
- TO HAVE INFORMATIONAL, VEHICULAR CONTROL, & TEMPORARY SIGNAGE BE UNIFORM IN DESIGN, SIZE, HEIGHT, COLOR, MATERIAL & TOPOGRAPHY.

## MATERIALS & HEIGHT

- ALL SIGNS SHALL BE CONSTRUCTED OF NATURAL MATERIALS TO INCLUDE WOOD, BRICK, ROCK AND WILL BE LANDSCAPED TO MINIMIZE VISUAL IMPACT OF THE SIGNAGE.

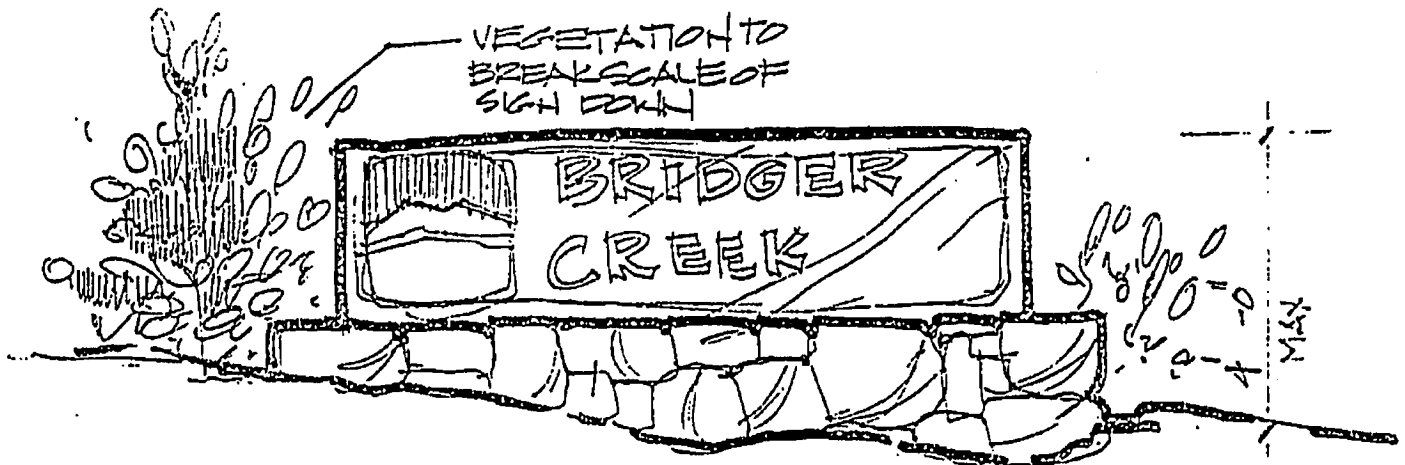


EXHIBIT "O"

## LIGHTING OBJECTIVES

FILM 172 PAGE 1297

- TO HAVE ON-SITE LIGHTING CONTRIBUTE TO THE SAFE AND EFFICIENT USE OF DEVELOPMENT SITE.
- ON-SITE LIGHTING CONTRIBUTE TO SITE SECURITY.
- ON-SITE LIGHTING TO COMPLIMENT & REINFORCE THE ARCHITECTURE & SITE DESIGN CHARACTER.
- TO PREVENT ON-SITE LIGHTING, CASTING GLARE ONTO ADJACENT LOTS & STREETS.
- ENCOURAGE LIGHTING DESIGN THAT IS IN CONFORMANCE WITH ENERGY SAVINGS & GUIDELINES OF MONTANA ENERGY CODE.
- ALL LIGHTING AND GLARE CONTROL MUST MEET BOZEMAN ZONING CODE.

### APPROVED FIXTURES:

LOCATION	MANUFACTURER	STYLE	WATTAGE	ORDER NO.
PARKING	QUALITY LIGHTING	DESIGN SJ	400	EJ 243 MH 400 240 DBZ FD
ACCESS	QUALITY LIGHTING	DESIGN SJ	400	EJ 243 MH 400 240 DBZ FD
BOLLARD	QUALITY LIGHTING	PBR-G	HPS	PBR 642 CLR HPS 10120 DBZ PL

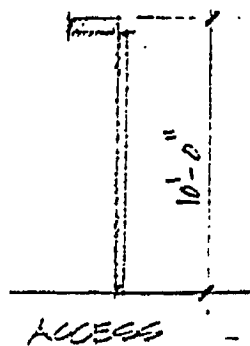
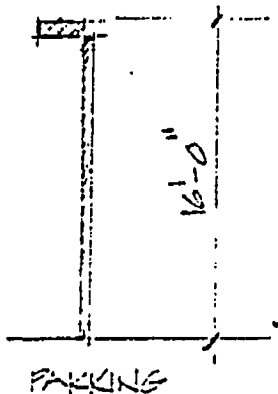
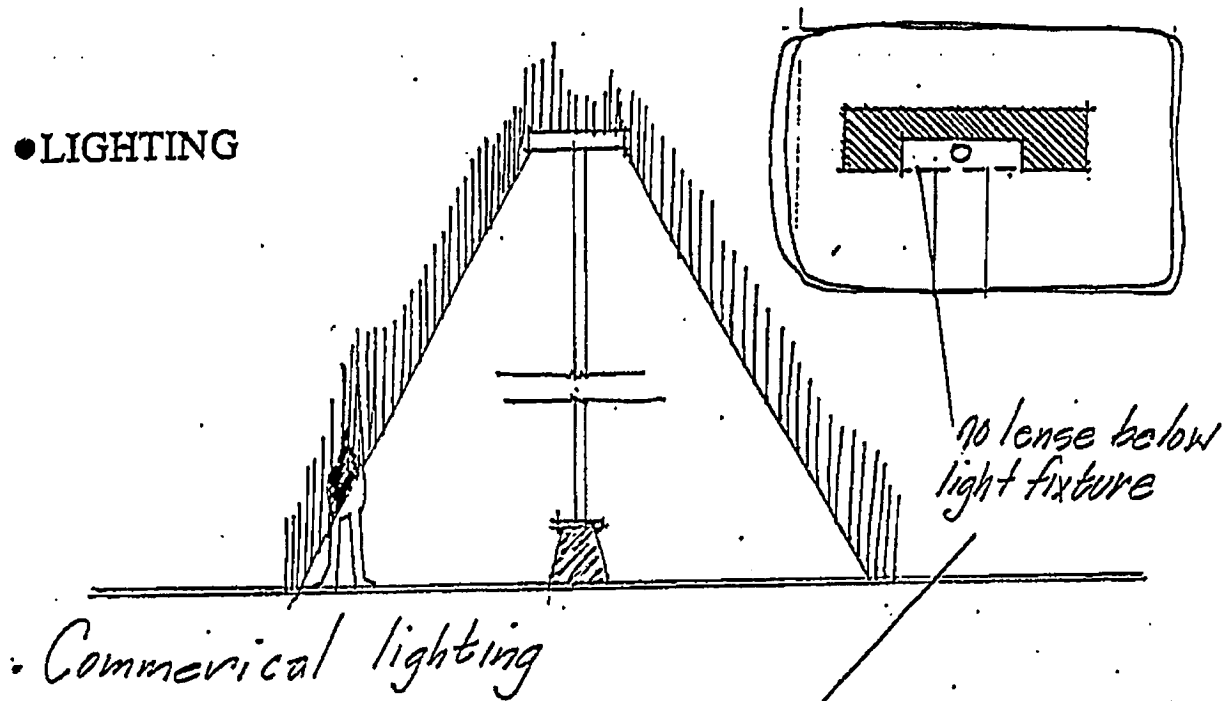


EXHIBIT "P"

• LIGHTING



• Residential lighting  
(street)

EXHIBIT "C"

● MATERIAL ARTICULATION  
Residential

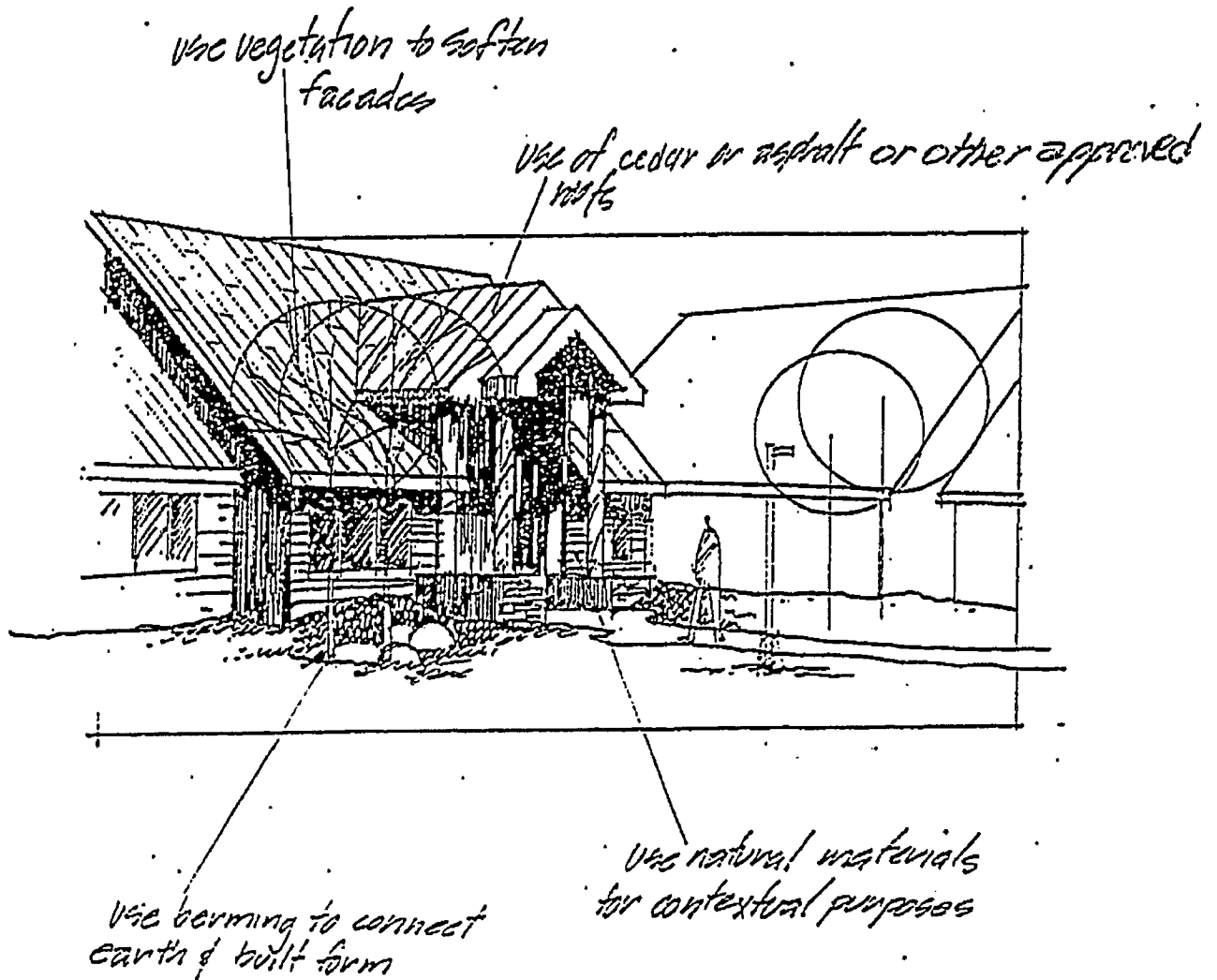


EXHIBIT "R"

● MATERIAL ARTICULATION  
Commercial

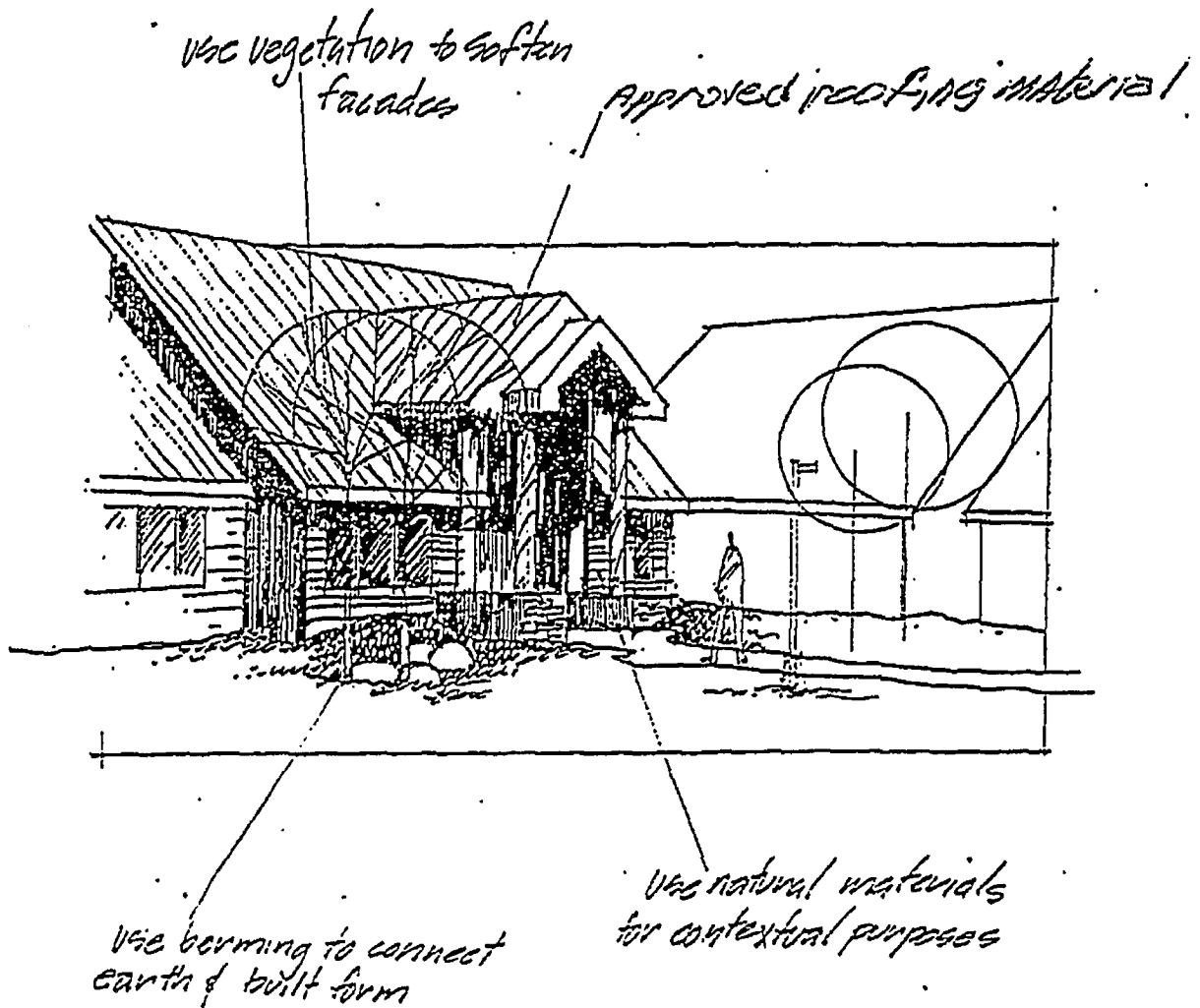


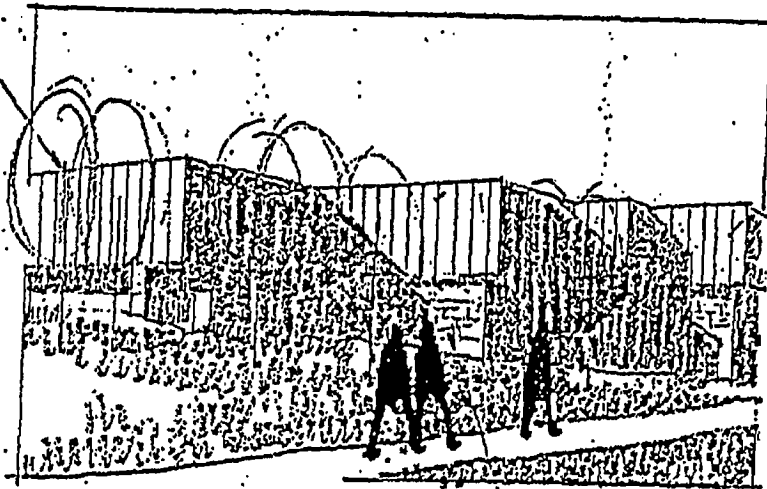
EXHIBIT "S"



•COMMERCIAL (Metal Construction)

FILM 172PAC1301

USE VEGETATION  
TO SOFTEN  
FACADE



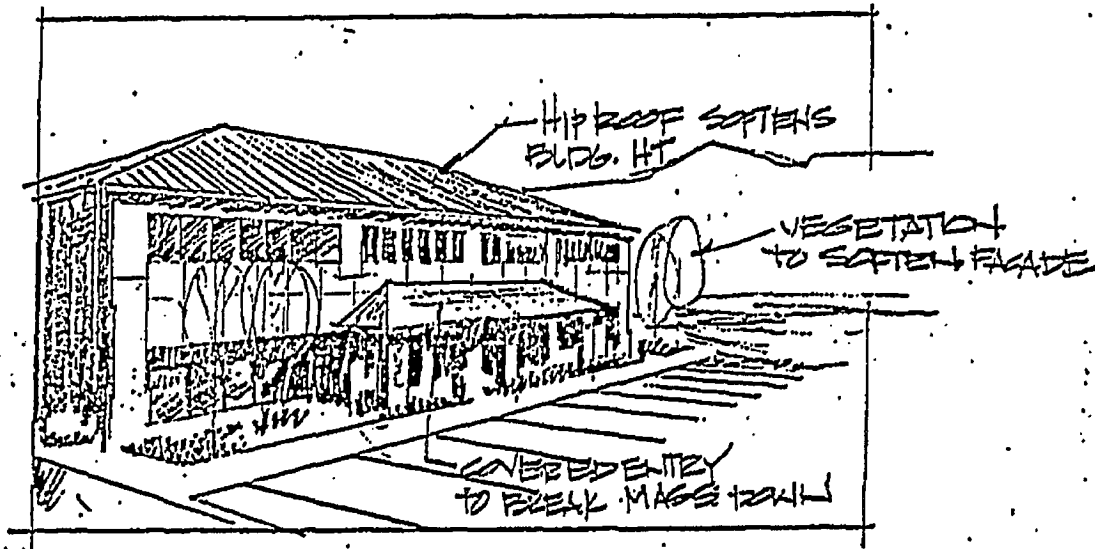
STEP IN -  
MASSING OF  
BUILDING TO  
CREATE APPROPRIATE  
SCALE

USE A CHANGE IN -  
MATERIAL TO  
BREAK UP METAL  
BUILDING  
(WOOD, STONE, BRICK)

\*NOTE: SEE DOCUMENT

EXHIBIT "T"

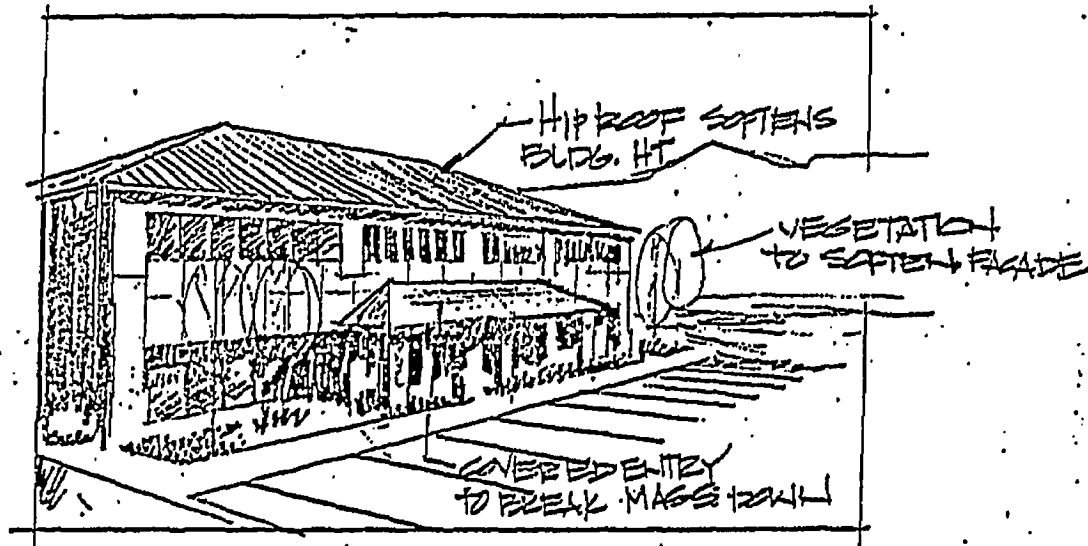
● COMMERCIAL (Office Space)



\*NOTE: SEE DOCUMENT

EXHIBIT "U"

● COMMERCIAL (Office Space)



\*NOTE: SEE DOCUMENT

EXHIBIT "U"

•COMMERCIAL (Retail)

FILM 172 PAGE 1303



\*NOTE: SEE DOCUMENT



342158

State of Mont., County of Gallatin. ss Filed for record APRIL 11, 1997  
at 2:32 P. M., and recorded in Book 172 of MISCELLANEOUS page 1214  
Shelley M. Cheney Recorder. By CAROL B. BROWN Deputy

FEE: \$540.00 PD  
RT: GOLF COURSE PARTNERS, INC.  
REX EASTON, PRESIDENT  
9315 COUGAR DRIVE  
BOZEMAN, MT 59715

EXHIBIT "V"

**ADDENDUM TO  
BRIDGER CREEK SUBDIVISION BYLAWS  
DATED APRIL 10, 1997**

**As a result of the vote taken at the Annual Membership Meeting on Monday May 5, 2008, the Bylaws shall be modified as follows:**

**Item #1**

Bylaws Article IV Section 4 Quorum and Proxy Voting, first sentence is replaced with:

At any membership meeting, a quorum for the transaction of business shall consist of at least 40% of the eligible voters either by their presence in person or by proxy.

*And*

Bylaws Article X Amendments is replaced with:

1. Amendment procedure. The bylaws may be amended at a regular or special meeting of the members by a 36% vote of the total membership or a majority of those present in person or by proxy, whichever is greater. Provided further that any matter stated herein which is not in accordance with the restrictive covenants may not be amended except as provided therein.

**Voting results = 115 in favor (98 required for approval). Amendment passed.**

**Item #2**

Bylaws Article VI Section 4, Directors Meetings, 4. Quorum , first sentence is replaced with:

At all meetings of the Board, three members of the Board of Directors shall constitute a quorum and, except as otherwise provided by law or the bylaws, the act of a majority of the Directors shall be the act of the Board.

**Voting results = 150 in favor (98 required for approval). Amendment passed.**

**Item #3**

Bylaws Article IV, Meeting of Members, amend by adding section 6:

6. Parliamentary Procedure. The parliamentary procedure to be followed at the Annual or Special Meetings of the members shall be *Robert's Rules of Order, latest edition.*

**Voting results = 152 in favor (98 required for approval). Amendment passed.**

**Item #4**

Bylaws Article VI, amend by adding section 5:

5. Attendance at Directors Meetings. Directors meetings shall be open to all members, and minutes of any Directors meeting shall be available to all members.

**Voting results = 152 in favor (98 required for approval). Amendment passed.**

**Item #5**

Bylaws Article VIII Officers, paragraph 1 is replaced with:



1. Officers. The officers of the Association shall be a president, one or more vice presidents, a secretary, and a treasurer. The officers shall be members of the Board of Directors, with the exception of Treasurer, who must be a member of the association.

Voting results = 115 in favor (98 required for approval). Amendment passed.

IN WITNESS WHEREOF, the Bridger Creek Subdivision Community Association has executed these amendments effective May 5, 2008.

Bridger Creek Subdivision Community Association

  
Jerome S.C. Nelson, President

Dated 6-18-2008

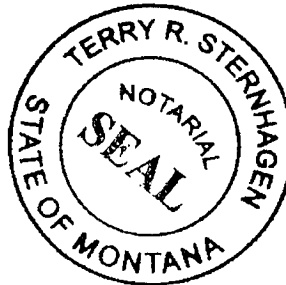
STATE OF MONTANA  
COUNTY OF GALLATIN

On this 18<sup>th</sup> day of June, 2008 before me, a Notary Public for the state of Montana personally appeared Jerome S.C. Nelson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same.

\* PRESIDENT OF BCSCA

  
Notary Public for the State of Montana,  
Residing at Butte, Montana

My commission expires 3-19-2011



Charlotte Mills-Gallatin Co MTMISC

22.00

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Page: 2 of 2  
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FILM 151 PAGE 2911

**BRIDGER CREEK SUBDIVISION**

**BY-LAWS**

**BY-LAWS**  
**OF**  
**BRIDGER CREEK SUBDIVISION, PHASE I**  
**OWNERS ASSOCIATION**

**ARTICLE I**

Definitions

1. "Association" shall mean and refer to Bridger Creek Subdivision, Phase I, Owners Association.
2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Condition, and Restrictions.
3. "Lot or Tract" shall mean and refer to any of the lots or tracts of land on the recorded Final Plat of the Properties.
4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or tract which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
5. "Declarant" shall mean and refer to Golf Course Partners, Inc. its successors or assigns.
6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of Clerk and Recorder, County of Gallatin, Bozeman, Montana on \_\_\_\_\_, 19\_\_.
7. "Member" shall mean and refer to those person entitled to membership in the Association as provided in Article III.
8. "Board of Directors of the Association" shall mean and refer to those persons who administer the Project on behalf of the Association.



## ARTICLE III

FIL# 151 PAGE 2913

### Membership

1. Eligibility. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separate from Ownership of any Lot or Tract, and Ownership of a Lot or Tract shall be the sole qualification for membership. Each Ownership shall constitute one member in the case of single family housing lots, and light industrial or neighborhood commercial tracts. Ownership of a unit within a multifamily housing tract shall constitute one member.

2. Rights of Membership. Each member is entitled to the use and enjoyment of the Bridger Creek Subdivision, Phase I area including roads, parks and open space in accordance with the Declarations of the member subdivision and these bylaws. Such rights may be delegated to and exercised by all members of his/her family who reside upon the property or in the home of any member having an interest in the commercial and industrial tracts, any tenants who reside there under a lease approved by the Board of Directors and the guests of any thereof.

3. Voting. Voting by members of the Association upon any matter allowing or requiring a vote of the members shall be as follows:

1. Single family, there shall be one (1) vote per lot or tract;
2. Multi family - there shall be one (1) vote per housing or living unit.
3. Commercial and industrial lots there shall be three.

(3) Votes per acres rounded to the nearest acre.

If an Owner includes more than one person and/or entity, the vote for said member shall be cast in such a manner as the persons and/or entities constituting the same shall determine, but the decision of the Board of Directors, with regards to the authority conferred upon one or more Owners or other representatives by the Ownership in casting the one vote of the Ownership shall be conclusive and binding.

## ARTICLE IV

### Meeting of Members

1. Annual Meetings. The annual meeting of the members shall be held at the office of the Association specified in Article II above or at any other address specified in the Notice

of Meeting, on the first Monday in May of each year.

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2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the president or by any three or more directors or by the members as stated below: . The secretary shall call a special meeting upon written request of one-fourth of all of the votes of the entire membership.

3. Notice. Notice of meetings shall be given to the members by the secretary. Notice may be given to the members either personally or by mailing a copy of the notice. Postal notices shall be mailed to the address appearing on the books of the association. It shall be the responsibility of each member to register his/her address and any changes in address with the secretary. Notice of any meeting, regular or special, shall be given not fewer than 10 nor more than 50 days in advance of the meeting and shall set forth the purposes of the meeting, contain a list of all items to be voted upon by the membership, and set forth the time and location of any such meeting. Only those items listed in the notice may be voted upon by the membership at the meeting unless the membership present, at a duly constituted meeting approves by 60 percent of the eligible votes present at the meeting, whether in person or by proxy, to discuss and vote upon matters not contained in said notice.

4. Quorum and Proxy Voting. At any membership meeting, a quorum for the transactions of business, shall consist of at least 60% of the eligible voters either by their presence in person or by proxy. All proxies shall be in writing and filed with the secretary at the commencement of the meeting. Any proxy given more than 11 months before the date of the meeting shall be void.

5. Procedure. The Board of Directors shall provide a procedure to validate the voting at all meetings. Unless otherwise specified in these bylaws, any matter voted upon at any membership meeting shall be approved if it receives the approval of more than 50 percent of the eligible votes in attendance at the meeting, whether in person or by proxy, so long as a quorum is present, as required by these bylaws.

## ARTICLE V

### Board of Directors

1. Membership and Powers. The Association shall be governed by a Board of Directors in accordance with the Declarations and Bylaws. There shall be five members on the Board of Directors, one of which shall be appointed by the Declarant or its heirs and assigns. The Board of Directors shall have the following power: (a) to appoint and remove, for cause, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them security or fidelity bonds, as it may deem expedient (nothing contained in these bylaws shall be construed to prohibit the employment of any member, officer, or director of the Association in any capacity whatsoever); (b) to publish and enforce rules and

regulations governing the use of the member subdivisions and facilities when said rules and regulations have been properly adopted at a membership meeting; (c) to enforce the restrictive covenants and amendments of the member subdivisions; (d) in the event any member of the Board of Directors shall be absent from three consecutive meetings of the Board of Directors, the Board may, by action taken at the meeting in which such third absence occurs, declare the office of said absent director to be vacant; and, (e) to collect assessments when authorized as set out below; (f) to make contracts, borrow money and engage in any other activity necessary to carry on the purposes and functions of the association.

2. Duties. It shall be the duty of the Board of Directors (a) to cause to be kept a full, true, and accurate record of its acts and association affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when requested in writing by one-fourth of the full membership; (b) to supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed; (c) to supervise the voting procedure, as set out below, for the adoption of all regulations and assessments.

3. Adoption and Enforcement of Assessments. The Board of Directors may enforce only those assessments which have been properly adopted by approval of a quorum of the eligible votes present at any duly constituted meeting of the Association, whether in person or by proxy, except that an annual minimum assessment of \$20.00 per lot or as specified herein shall be in effect beginning with the adoption of these bylaws. The amount of said minimum assessment may be changed by majority vote at any annual or special membership meeting. Once it has been determined that an assessment has been adopted, the Board of Directors shall publish and enforce the same and immediately proceed to make the assessments required thereby in the manner set out below. Publication shall be accomplished by mailing the adopted assessment to the membership at the last known address registered with the Secretary of the Association.

Subsequent to each assessment vote, whether the proposed assessment is adopted or not, all materials submitted to the Board of Directors by those sponsoring the proposed assessment, including but not limited to, signature sheets, ballots, tally sheets, and other records of any nature relevant to the assessment shall be retained by the secretary of the Association. All such materials shall be kept by the secretary for a period of not less than one year. All such materials shall be available for inspection by the members of the Association or their representatives, including their attorneys, upon written demand made to the secretary at a time and place reasonable under the circumstances.

Nothing in these bylaws shall preclude the members of the Association from sponsoring and voting on more than one proposed assessment per meeting so long as each proposed assessment is clearly set out in the notice of meeting.

Upon adoption of an assessment against members of the Association, such assessments shall be made by dividing the total assessment required by the number of lots in the Association.

Enforcement by the Association of any assessment shall be, but is not limited to, any of the following: liens, injunctive relief, or damages. Assessment liens shall be governed by the mechanics lien law of the state of Montana, including the provisions therein providing for attorney's fees.

4. Vacancies. Vacancies in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, and any such appointed directors shall hold office for a unexpired term of his/her predecessor in office.

## ARTICLE VI

### Director Meetings

1. Annual Meetings. The annual meeting for the Board of Directors shall be held immediately following adjournment of the annual membership meeting, provided that the Board of Directors may, by resolution, change the day and hour or the place of holding such regular meeting.

2. Notice and Waiver. No notice need be given for the annual or any regular meeting of the Board. Notice of any special meeting shall be sufficient if mailed to each director, postage paid, at his/her address as it appears on the records of the Association, at least three days before the meeting or given personally or by telephone not later than the day before the meeting. No notice need be given to any director who attends the meeting or to any director who, in writing before or after the meeting, waives such notice.

3. Special Meetings. Special meetings of the Board of Directors shall be called by the secretary upon request by any director. The action of a majority of the Board, although not at a regularly called meeting, shall be valid and effective in all respects if the record of the meeting shall be assented to in writing by all members of the Board.

4. Quorum. At all meetings of the Board, four members of the Board of Directors shall constitute a quorum and, except as otherwise provided by law or by the bylaws, the act of a majority of the Directors present shall be the act of the Board. In the event that a quorum is not present, no action may be taken.

## ARTICLE VII

FILM 151 PAGE 2917

### Election of Directors

1. Ballots. The election of Directors shall be by written ballot as hereinafter provided. At the annual members' meeting every year or at any special meeting called for the purpose of electing directors, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the Declarations and Bylaws. The four nominees receiving the largest number of votes shall be elected. At the first annual membership meeting, the two Directors ranking first and second in the voting shall serve for terms of two years each. The two directors ranking third and fourth in the voting shall serve for terms of one year each. Thereafter, the membership shall elect two Directors to serve two year terms. The first director shall be appointed by the Declarant for a term of two years. Only members of the Association or appointees of the Declarant may serve on the Board of Directors. A director's term shall start at the conclusion of the meeting in which he/she is elected. Any director elected to fill a vacancy at a special meeting shall serve until the end of the term of the director which he/she replaces.

Any director may be removed by a two-thirds majority of a quorum of the Association or by a majority of a quorum of the Board of Directors. After all lots have been sold, the Declarant shall relinquish his appointee to the Board. Thereafter, the fifth Board position will be elected to a two year term in the same fashion as the other four Directors.

2. Nominations. Nomination for election to the Board of Directors shall be made by the members of the Association, at the annual membership meeting.

## ARTICLE VIII

### Officers

1. Officers. The officers of the Association shall be a president, one or more vice presidents, a secretary, and a treasurer. The officers shall be members of the Board of Directors.

2. Election by Board of Directors. All officers shall be elected to serve for one year and each officer shall hold office until his/her successor shall have been duly elected and qualified or until his/her death, resignation, or removal in accordance with the bylaws. The officers shall be chosen by a majority vote of the Directors at each annual meeting.

3. President and Duties. The president shall be the chief executive officer of the Association and as such shall have general supervision of the affairs and property of the Association and over its several officers, subject to the direction of the Board of Directors.

The president shall, if present, preside over all meetings of the Board of Directors, and shall generally do and perform all acts incident to the office of president. He/she may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds, contracts, and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association.

4. Vice President and Duties. The vice president shall perform all of the duties of the president in the event of his/her absence or disability, and when so acting shall have all of the powers and be subject to all restrictions placed upon the president.

5. Secretary and Duties. The secretary shall act as secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He/she shall sign all certificates of membership. He/she shall keep the records of the Association. He/she shall record the names and addresses of all members of the Association, shall see that all notices are duly given as required by the bylaws or applicable law.

6. Treasurer and Duties. The treasurer shall receive and deposit, in bank accounts approved by the Board, all monies of the Association and shall disburse funds as directed by a resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association.

7. Books and Accounting. The treasurer shall keep proper books of account and cause an annual audit of the Associations' books to be made by a certified public accountant at the completion of each fiscal year if the Board of Directors so instructs. He/she shall prepare an annual budget and annual financial statements and the budget and financial statements shall be presented to the membership at its annual meeting.

## ARTICLE IX

### Books and Papers

The books, records, and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any member.

## ARTICLE X

### Amendments

1. Amendment Procedure. The bylaws may be amended at a regular or special meeting of the members by a 60% vote of a quorum of the membership present in person or by

proxy, and provided further that any matter stated herein which is not in accordance with the restrictive covenants may not be amended except as provided therein.

Golf Course Partners

Rex B. Easton  
Rex Easton, President

Dated 2-6-95

STATE OF MONTANA  
COUNTY OF Gallatin

On this 06 day of February, 1995, before me, a Notary Public for the State of Montana personally appeared Rex B. Easton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same.

Charles M. McKenna  
Notary Public for the State of Montana,  
residing at Bozeman, Montana.  
My commission expires 12/15/98



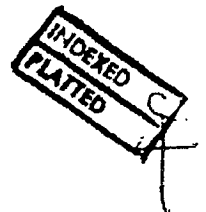
b 3687 bylaws  
September 23 1994

301846

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State of Mont., County of Gallatin. ss Filed for record FEBRUARY 28, 1995  
at 4:24 P. M., and recorded in Book 151 of MISCELLANEOUS page 2911  
Shirley M. Cheney Recorder. By Linda M. Mettlen Deputy

RT: MORRISON/MATERLE  
BOX 1113  
BOZEMAN, MT 59107



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VILLAGE GREENS TOWNHOUSES**

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, is made effective this 30 day of July, 1998 by BRIDGER GROUP, LLP, hereinafter referred to as "Declarant."

1. **PURPOSE.** Declarant is the owner of certain real property ("property") located in Gallatin County, Montana, which property is more particularly described as follows:

A tract of land being Lot 62 and a portion of lot 58, Bridger Creek Subdivision, Phase 1, situated in Section 31, Township 1 South, Range 6 East, P.M.M., City of Bozeman, Gallatin County, Montana and being further described as follows:

Beginning at a point which is the northwest corner of lot 62 of Bridger Creek Subdivision Phase 1, to be known as the true point of beginning:

Thence S 28 29' 30" W a distance of 108.98 feet;

Thence S 35 57' 40" E a distance of 395.62 feet;

Thence N 87 56' 41" E a distance of 138.52 feet;

Thence N 27 57' 51" E a distance of 234.47 feet;

Thence N 03 37' 45" W a distance of 140.00 feet;

Thence S 86 22' 25" W a distance of 191.06 feet to a point of curvature a curve to the right, having a radius of 321.86 feet.

Thence along an arc length of 247.62 feet and a central angle of 44°04'48" to the True Point of Beginning:

Said tract contains 2.77 acres, more or less and is subject to all easements of record.

2. **DECLARATION.** Declarant hereby declares that the property described above, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, and restrictions which are sometimes referred to hereafter as the "covenants". The covenants shall run with the property, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the property, and shall inure to the benefit of every owner of any part of the property. The acquisition of an ownership interest in a unit in Village Greens Townhouses signifies that the Owner accepts, ratifies and agrees to comply with these covenants.

The townhouses which are governed by these covenants shall be built in phases of varying sizes. No townhouse shall be considered to be subject to these covenants until such time as a certificate of occupancy is issued for the unit, at which time the townhouse will be considered incorporated into the development. The owner shall thereafter be assessed for common expenses and the owner shall have a vote in Association matters, as set forth below.

NOW, THEREFORE, Declarant declares as follows:

Declarant and all subsequent purchasers, successors, personal representatives, heirs and assigns, must belong to the Village Greens Townhouses Owners' Association. All owners shall be subject to the covenants set forth herein, which shall also function as the By-laws of the Village Greens Townhouses Owner's Association.

3. **DEFINITIONS.** The following terms and phrases used in these covenants shall be defined as follows:
- a. "Association" shall mean the Village Greens Townhouses Owner's Association, or its successor in interest, and shall consist of the owners of the individual townhouses, or their delegated tenants.
  - b. "Common Elements or Common Areas" shall include all of the common improvements in the Village Greens Townhouses, including the private roadway within the property which provides access to individual townhouses, gates, fences, utilities, those areas around the perimeter of the property which are not included in the deed for individual units, but which are common to all units, including the grass and trees thereon, the well and sprinkler system for landscaping, as well as all other improvements that are built on, or appurtenant to, the property and available for the use of the Association members.
  - c. "Common Services" shall mean the maintenance of driveways, including snow removal services, utility line maintenance or repair, as well as irrigation and maintenance of the landscaped areas of the Common Areas.
  - d. "Owner" shall mean the record owner of a townhouse within the Village Greens Townhouses, including a contract purchaser, but excluding anyone having an interest in a unit as security for the performance of an obligation.
  - e. "Townhouse" shall refer to any of the individual units within Village Greens Townhouses, and the real property upon which each individual unit is situated.
  - f. "Association Member" or "Member" shall refer to any townhouse owner or a tenant, provided that the tenant has been delegated by the Member to act in the place of the Member.
4. **USE AND ENJOYMENT.** Each owner or tenant shall have the right to the quiet and peaceful possession of his or her townhouse, and the appurtenant common elements, subject to the following:
- a. **Authorized use.** Only single-family residential use shall be permitted, and no commercial, industrial or other non single-family residential use shall be permitted on or within any townhouse bound by these covenants, except as allowed by local ordinance or zoning regulations.



b. **Maintenance.** Each lot affected by these Covenants, and all improvements thereon, shall be maintained in a clean, safe and slightly condition. Boats, tractors, vehicles other than automobiles, campers, whether or not on a truck, and other recreational vehicles or equipment, shall be stored upon the property for no more than 10 days unless stored in the garage of an individual townhouse. Snow removal equipment, garden and maintenance equipment shall be kept at all times, except when in actual use, within the individual townhouses. Refuse, garbage and trash shall be kept at all times in covered containers, and any such container shall be kept within the individual townhouses, except as necessary for pick-up by an authorized hauler. No grass, shrub or tree clippings or plant waste, scraps, refuse or trash shall be kept, stored or allowed to accumulate on the property.

c. **Noxious or Offensive Activities.** No noxious or offensive activity shall be permitted on the property.

d. **Signs.** No signs shall be placed upon the property or within any townhouse, except that an owner may permit one Realtor's sign to be placed upon the property adjacent to or within an individual townhouse for purpose of the sale of the individual townhouse.

e. **Common Drive.** The common drive on the property shall be a private road at all times, for the use and enjoyment of the owners, tenants and their guests, as well as to allow access by emergency vehicles. No owner, tenant or guest shall be allowed to park any vehicle upon, or otherwise restrict passage of any other person or vehicle upon the common driveways.

f. **Alterations.** Any owner who desires to change the exterior appearance of his or her townhouse in any way, including painting, new construction or remodeling, shall first obtain the consent of the Association, which shall have the sole discretion to approve or disapprove such alteration; except that an owner may repaint an individual townhouse using the same paint colors and color scheme without prior consent of the Association. In exercising its discretion, the Association shall attempt, to the extent possible, to preserve uniformity of design, construction and paint color on the property, and the Association shall further attempt to insure that adjoining owners are not adversely affected. In addition, should any alteration affect the structural integrity or bearing capacity of a party wall, no such alteration shall be allowed without the consent of the owner(s) of the contiguous residence sharing the party wall.

g. **Animals and pets.** The owner or tenant of any townhouse affected by these covenants may keep no more than two domestic pets within his or her townhouse. Such pets shall be kept in strict compliance with all applicable statutes or ordinances governing the control and care of pets, and such pets shall not be housed upon any common areas, nor shall any pets be allowed to roam freely upon the common areas. All animal wastes shall be promptly removed by the pet owners, regardless of whether such waste is found of the owner's lot or otherwise. In addition, any owner of a pet kept in any townhouse affected by these covenants shall be liable for any intentional or negligent damage caused to any person or property as a result of the presence of a pet or pets upon the property.

## 5. ASSOCIATION AND BOARD OF DIRECTORS.

a. Every owner of a townhouse unit in Village Greens Townhouses shall be a member of the Association as well as the Bridger Creek Phase I Homeowners Association; except that an owner may delegate the rights and duties of membership to an authorized tenant.

b. Each townhouse shall be entitled to one vote in the Association for every matter coming before the Association for a vote. Votes for individual townhouses shall not be split, but an owner may give to another owner or an authorized representative a proxy to represent the owner at any meeting of the Association.

c. The members of the Association shall govern the activities of the Association directly, without a Board of Directors, unless 2/3 of the members vote to establish a Board of Directors, in which case the Board shall serve for such period or periods and upon such conditions as the Association may establish. The Association, or the Board acting in its place, shall elect officers, who shall be entitled to carry on the administration of the Association, including execution of all documents necessary to conduct the business of the Association, and shall be further vested with the powers that the Association may, from time-to-time confer upon the officers. The officers of the Association shall consist initially of a president, a vice president, a secretary and a treasurer. The latter two offices may be combined. All officers shall be elected for terms of one year.

d. The Association shall be responsible for the enforcement of these covenants and the maintenance of the Village Greens Townhouses. Unless otherwise required by this declaration, or any amendments hereto, a majority of those members present in person or represented by proxy shall be sufficient to determine any question brought before the association.

e. The Association shall meet at least annually to conduct the business of the Association, including the establishment of assessments and the awarding of maintenance contracts, as well as any other business that may properly come before the Association. In order to conduct any business at an Association meeting, a quorum shall be present, which shall consist of more than half of the owners entitled to cast votes at the meeting either in person or by proxy. At least ten days prior to the annual meeting, or any special meeting, the Secretary of the Association, or such other person as may be responsible for sending notices to members, shall send to each member a written notice of the time and place of the meeting, and the agenda to be followed.

f. The Declarants shall reserve the right to establish the date of the initial meeting of the Association, which shall take place within 30 days of the date upon which the third townhouse is conveyed. At the time of the initial meeting of the Association, the membership shall then designate the dates for the annual meetings thereafter.

g. Special meetings of the Association may be held upon the request of any of the officers, or of any three members of the Association. Such request shall be submitted in writing to the Secretary of the Association and shall specify the reason for such meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting unless 75% of the aggregate interest present agrees otherwise.

h. The Association shall, at the initial meeting and thereafter, establish a budget and charge an assessment to the owners for maintenance of the common areas of the Village Greens Townhouses, and for the safety and convenience of the owners. All such assessments shall be due and payable immediately upon the mailing of notice of assessment, and any assessment not paid within thirty days shall be considered delinquent. The Association shall have the right to suspend the voting rights of any member who is delinquent in paying such assessments. In addition, the Association shall have the right to place a lien upon the property of any delinquent owner in the manner provided in the Montana Unit Ownership Act, and such lien may be foreclosed in the manner provided therein. Such lien shall be subordinate to any first mortgage upon the individual townhouse. In the event of a sale of the townhouse, the lien shall remain affixed, but in the event of a foreclosure by a lender holding a first mortgage on the townhouse, a foreclosure sale shall extinguish the assessment lien if the foreclosure sale does not produce sufficient funds to satisfy the assessment lien.

i. The Declarants shall determine the initial assessments for the Association; provided, however, that until three of the units in Phase I are sold, the maximum assessment per townhouse affected hereby shall be the sum of \$ 50.00 per month. After three units in Phase I are sold, a majority of the owners present at the annual meeting, or a special meeting called for that purpose, may establish the assessments for the upcoming year, in an amount necessary to maintain the common elements. Each owner shall be required to pay his or her proportionate share of such assessment, within the time set forth above.

j. In addition to the annual assessments authorized above, the Association may, from time-to-time, levy special assessments for the construction, repair or replacement of capital improvements upon the property. Such action shall require the approval of a majority of those members present and qualified to vote for such assessment.

k. Neither the Association, the Board, nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that the Board and each member thereof has acted in good faith.

l. The fiscal year of the Association shall run from January 1 through December 31 of each year.

6. **LIABILITY OF OFFICERS.**

No officer of the Association shall be liable to the Association or any of the members or Owners or any third party for harm, injury, loss or damage suffered because of any action taken or omitted to be taken by him or her while serving as an officer in good faith if:

a. The officer exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or

b. Took or did not take action in reliance upon advice of counsel or upon statements or information of other Owners or employees of the Association which he or she has reasonable grounds to believe.

7. **ENFORCEMENT OF COVENANTS.**

a. In the event of any violation or threatened violation of these covenants, the affected person or entity, including any Owner or the Owners Association, may enforce these covenants by legal proceedings in a court of law or equity, including the seeking of injunctive relief and damages. In association with such legal proceedings or as a separate remedy, such Owner, or the Owners Association may enter upon the property in question and remove, remedy or abate the violation or threatened violations after first having given proper notice and a reasonable opportunity for the violator to take action to comply with these covenants as set forth below, provided that such self-help remedy can be effected without a breach of the peace or any violation of law. Included within the self-help remedy shall be the right to remove any vehicle kept upon the property in violation of Article 4.b.. In the event that any such vehicle is towed, the owner of the vehicle shall be required to reimburse the association for all towing fees and other expenses incurred.

b. Notice as required above shall be in writing and shall be served on the person or entity concerned and shall specify the violation or threatened violation, identify the property, demand compliance with the terms and conditions of these covenants and shall state the action which will be taken under the above paragraph if the violation or threatened violation is not abated, remedied or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at a conspicuous place on the property which is the subject of such violation and mailing a copy of the notice by Certified Mail, return receipt requested, to the last known address or address of record of the violator. The violator shall have 30 days from the date of posting and mailing of the same, within which to comply with these covenants before any party may engage in self help, abatement, entry or commencement of litigation as provided in the above paragraph; except that if the offending condition is a violation of Article 4.b., 4.c., 4.d, 4.e., or 4.g., the notice may allow a period of not less than three (3) days to remedy the offending condition before self-help may be utilized.

c. No Owner or member of the Owner's Association or Committee shall be liable to any person or entity for any proper entry, self-help or abatement of a violation or threatened violation of these covenants and all Owners shall be deemed to have waived any and all rights or claims to or for damages for any loss or injury resulting from action taken to properly abate, remedy or satisfy any violation or threatened violation of these covenants. Exception to the above shall exist for loss, injury or damage for intentionally wrongful acts.

d. Actual costs, expenses and reasonable attorney's fees connected with correcting, remedying, abating, preventing or removing any violation or threatened violation of these covenants incurred either through litigation, entry or self help shall constitute a claim by the individual Owner or the Owner's Association initiating such action against the Owner of the property which is the subject of such violation or threatened violation. Such claim shall be enforceable through appropriate Court action.

8. **PARTY WALLS.** Party walls and the foundations for party walls have been placed between the units located on the property, which will be governed by these covenants. Each unit owner, during his or her ownership of a unit, shall enjoy the right, privilege or easement to use such party wall and foundation for so long as the same remains standing, upon the following terms and conditions:

a. Should the residences on the property described above be so constructed that the foundation or party walls for the same extend over the boundary of that lot and onto the lot of the adjoining unit, the foundation and party wall of such building so extended shall remain as situated and shall be construed and deemed to be a party wall between such properties so that in the event an encroachment exists, neither party shall be compelled to take down or remove such party wall for so long as the same shall remain standing, and such encroachment shall be deemed permissive, with no adverse or prescriptive rights created on the property which shall suffer the encroachment.

b. Notwithstanding the effects of Article 9, below, the provisions of this Article shall continue in effect from and after the date of the execution of this Declaration and for so long as the foundations and party walls shall stand and shall constitute an easement and covenant of record running with the land, for the mutual use and benefit of each lot affected by this Declaration.

c. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

d. The cost of reasonable repair and maintenance of a party wall shall be equally shared by the owners who make use of the wall, in proportion to such use.

e. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use. Such restoration shall be without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

f. Notwithstanding any other provisions of this Declaration, an owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

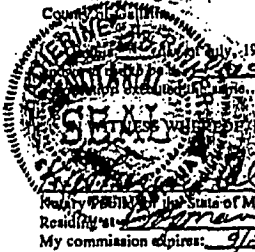
g. In the event of any dispute arising concerning a party wall, or under the provisions of this declaration, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Such arbitration shall be conducted under the rules of the American Arbitration Association and the decision of the arbitrators shall be binding upon the parties.

9. **AMENDMENT-VARIANCE.** Amendments to these Covenants, other than those Covenants affecting the rights of any owners in party walls, may be made upon an affirmative vote of the Owners of at least 75% of the townhouses affected by these Covenants, at a regularly scheduled or special meeting.
10. **DURATION OF COVENANTS.** All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the property and the Owners and purchasers, except as set forth in paragraph 8 hereof.
11. **SEVERABILITY.** Any decision by a Court of competent jurisdiction invalidating any part or paragraph of these covenants shall be limited to the part or paragraph affected by the decision of the Court, and the remaining paragraphs and the covenants, conditions and restrictions therein shall remain in full force and effect.
12. **ACCEPTANCE OF COVENANTS.** Every Owner or purchaser of a tract within the property shall be bound by and subject to all of the provisions of this Declaration and every Owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

DATED this \_\_\_\_ day of July, 1998.

By: Dennis Dehmer  
Dennis Dehmer, President  
2700 McIlhatten Rd.

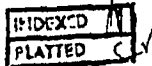
STATE OF MONTANA )  
County of Gallatin )



On July 1998, before me, a Notary Public in and for the State of Montana, personally appeared Dennis Dehmer of the corporation that executed the within instrument, and acknowledged to me that such

WITNESSES WHEREFORE I have hereunto set my hand and official seal the day and year first above written.

Notary Public for the State of Montana  
Residing at: [Signature] Montana  
My commission expires: 9/24/98



373266

State of Mont., County of Gallatin. ss Filed for record SEPTEMBER 11, 19 98  
at 11:52 A M., and recorded in Book 189 of MISCELLANEOUS page 337  
Shelley Vance Recorder. By Jenny Connelley Deputy  
FEE: \$24.00PD RT: DENNIS DEHMER 2700 MC ILHATTAN RD BOZEMAN, MT 59715

RESTRICTION OF POOR  
PHOTOGRAPHIC QUALITY