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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

TRADITIONS

BOZEMAN, MONTANA



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DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRADITIONS

This Declaration, made this ____ day of December, 2006, by Rosa Construction, Inc., a Montana corporation, of 89 West Katina Court, Bozeman, Montana, 59718, hereinafter referred to as the "Declarant".

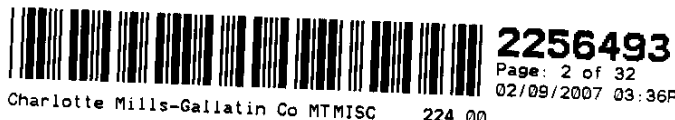
Declarant is the owner of land in Bozeman, county of Gallatin, State of Montana described in Exhibit "A" attached hereto and made a part hereof. Declarant intends to develop the land with multi-family residences, parks, private open space and a variety of uses by means of a subdivision, and the purpose of the 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 subdivision covenants meaning the limitations, covenants and restrictions set forth in this declaration and any subsequent amendments hereto, 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 persons 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:

1. "Architect" shall mean a person registered to practice architecture in the State of Montana.
2. "Association" shall mean the Subdivision Community Association, and its successors and assigns which shall serve and may be referred to as the Homeowners' Association.
3. "Board" shall mean the board of directors of the Association.
4. "Parkland System" shall mean all land and interest therein which has or may be conveyed to the Association, including but not limited to all lands identified as common open space, park, or private open space as delineated on the final plat of Subdivision. Private



open space shall remain in the ownership and control of the Association. Any portion of the Parkland System not subject to the restriction that the land remains as park land and/or open space. Parkland System shall include all land designated as common open space on the Subdivision final plat, including but not limited to the detention/retention ponds.

5. "Subdivision Design Committee", also referred to as SDC, shall mean the committee of three (3) members who review building proposal for conformance to the provisions of these covenants and approves, conditionally approves or rejects the same.
6. "Declarant" shall mean Rosa Construction, Inc., or such other person entity or corporation who Rosa Construction, Inc. may, by a recorded document, designate as the Declarant.
7. "Lot" shall mean and refer to only that land so divided into a lot, tract or parcel that is a portion of the real property (a) described in Exhibit "A" or hereafter annexed to the Subdivision and (b) designated as the Declarant for residential, or other permitted use. The term lot does not include any portion of the Parkland System.
8. "Subdivision" shall include all land described in Exhibit "A", together with such other land as may be annexed pursuant to the provisions of this Declaration.
9. "Owner" also referred to as lot owner, member and home 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 Subdivision, including contract purchasers, but excluding those having such interest merely as security of 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 this Section, from time to time and in Declarant's sole discretion, annex to the Subdivision all or any part of the land described in future exhibits (not then constituting a part of the Subdivision) owned by Declarant at the time of such annexation.

- a. The annexation of such land shall be effectuated by Declarant recording 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 these covenants.

- b. Upon the annexation becoming effective, the annexed land shall become a part of Subdivision.
- c. The declaration described in Section 2a above may include, but is not limited to, providing for the following:
 - i. A designation of land classifications as provided for by the Declarant; and
 - ii. A declaration of restrictions applicable exclusively to a specified area.
- d. Only the land described in Exhibit "A" and that specifically annexed as provided for in this section shall be deemed subject to this Declaration, 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 representation, warranty or commitment that the Declarant will commit or subject the Subdivision covenants any land Declarant may now own or hereafter acquire except that land described in Exhibit "A" or annexed thereto.

ARTICLE III LAND CLASSIFICATIONS AND RESTRICTIVE COVENANTS

SECTION 1. All Lots within the Subdivision shall be classified into the following City of Bozeman Zone Code (Uniform Development Ordinance) designations and carry their associated allowable uses, lot areas, widths and coverages, yards, setbacks, and heights:

R-3 (Residential Medium-Density District)
R-4 (Residential High Density District)

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

- a. Foundations: Foundation walls shall be exposed a maximum of 18" above the ground unless they are integral with an approved design scheme. Concrete foundations exposed more than 24" above grade must have an architectural finish (texture, pattern and/or color).
- b. Windows and Doors: Windows shall not exceed fifty percent (50%) of the wall area, and not less than 10%, measured on each elevation. Elevation calculations shall include exterior window trim. Windows shall be placed such that: (1) Single window units shall be no closer to another window than the width of the window;



(2) A window unit is no closer to a corner than one-half ($\frac{1}{2}$) the width of the window unit; and (3) for multiple attached window units, the space between groups shall be no less than a single window unit width.

Windows shall be made of painted or stained wood or clad in vinyl or metal. Higher-grade vinyl window packages will be considered on a case-by-case basis. Glass shall be clear and free of color. Window mullions shall be or appear to be true divided lights. If snap-ins are used, only exterior models are acceptable.

Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4" nominal width. Shutters are not permitted. Sliding doors may only be used in walls facing the backyard.

Garage doors are encouraged to be built of wood, steel, or fiberglass with a wood veneer. Whenever alleys are not available, it is encouraged that garage doors do not face the street. Garage doors shall be separated for each vehicle.

- c. Roofs: Pitched roofs shall be clad with cedar shingles, natural slate, artificial slate, asphalt/fiberglass shingles with materials and complementing color approved by the SDC. The principal roof shall be a symmetrical hip or gable form with a pitch between 4:12 and 10:12. Steeper roofs are permitted when complementary to the overall design and approved by the SDC. Flat roofs comprising less than thirty percent (30%) of the total roof area are permitted on all buildings. Flat roofs used as balconies on street facades shall be enclosed with solid railings and integrated with the design.

Skylights shall be flat in profile (no bubbles or domes). Skylights and solar panels shall be applied parallel and flat to the roof and are not to be on any roof parallel to the street. Roof protrusions other than chimneys and plumbing vent stacks shall not be placed on a roof facing a street or public space. Shed dormers shall have a pitch of at least 3:12. Hip dormers shall have the same pitch as the main roof volume.

Overhanging eave depth shall be no less than 24", except in the case of eaves overhanging gable ends, which must protrude at least 18" (or at least 12" on accessory structures.) The eave may be encroached by a bay window or windows for no more than half of the running length of each facade, cumulatively. Closed soffits shall be of material other than vinyl or aluminum. All fascia shall be a minimum width of eight inches (8").

Gutters shall be built of painted metal or copper of a color and finish that blends with the finish color scheme. Gutters shall be half-round or rectangular and downspouts shall be circular or rectangular. Prefabricated metal flues shall be



concealed within a chimney. Chimney caps may extend to more than 16" above the chimney top. It is strongly encouraged that chimneys emerge from the highest roof volume.

All roof-mounted equipment shall be integrated into overall design and screened. Vents projecting from the roof shall be painted to match overall roof material color. Roof top equipment and vents shall not face a public street. Exterior antenna and/or satellite receiver dish or aerial shall be screened or landscaped and approved by the SDC.

- d. Walls: All facades of a building shall be made of the same materials and similarly detailed. Facades may change their primary material only at a band change. The intent of the regulation is that facades appear to have heavier materials on the bottom and lighter materials above (i.e. concrete and masonry shall be below wood or stucco).

Building walls shall be clad in smooth cut cedar shingles, wood clapboard, wood board and batten, cement board siding, brick or stone approved by the SDC. Stucco or EIFS, preferably as a secondary material, with a smooth or roughcast (pebbled) finish, is also permitted upon approval based on design merit.

Siding shall be run horizontally. Maximum lap siding exposure is 5" unless approved otherwise. The color palette of the body of the house shall be from white, cream, earth tones or as approved by the SDC based on color scheme merit or historical precedent. All trim, frames, doors, and windows shall be in a compatible accent color. Residential color schemes must be varied from the two (2) adjacent properties, in each direction. Attached dwelling units exempted from each other. Exterior wood shall be painted or stained (wood front doors excluded). Stone shall be set in an uncoursed pattern with a horizontal orientation.

- e. Porch: Front porches are required on residential structures. The first floor elevations shall be a minimum of two feet (2') and a maximum of five feet (5') above the average fronting street elevations measured on the property line. Variances may be granted on a case-by-case basis. The intent is to create a defining edge and a street friendly appearance, with an open porch raised to enhance privacy. Main entry doors are required to be either composed with the porch design and/or recessed a minimum of five feet (5') from the primary facade of the house.

Porch supports shall be stone, masonry or concrete piers no less than 16" x 16" square, or wood piers no less than 10" x 10" square. Column groupings must have a min. outer dimension of 10" Tapered columns may not be smaller than 7" x



7" at the top. In any case, no building height shall exceed those specified by the Uniform Development Ordinance ("UDO").

- f. Residential Decks: Decks must face only rear yards. Decks may continue in side yards but may not extend more than 36" from the side yard-facing facade. The space below first floor elevated decks visible from nearby streets or public spaces shall be wood lattice with a maximum of 1-1/2" space between the strips. Said lattice shall be applied in a non-diagonal design, between and not concealing deck supports. Upper level decks must be integral to the design and over first floor space.
- g. Signs: No signs, placards, or notices shall be erected, placed, maintained or permitted to remain on any part of any land in Subdivision, except such commercial signs as have been approved by the Committee for identification of residences, streets, parks or areas, places of business, or other commercial uses. Signs must also be constructed to comply with the developmental guidelines and the UDO.
- h. Lighting:
 - i. General: All exterior lighting must be free of glare and shall be fully shielded or shall be indirect lighting. No lighting shall shine beyond a property's lot line. Mercury vapor and high-pressure sodium lights are prohibited. All exterior lighting must be incandescent. All exterior lighting shall be limited to maximum 60-watt incandescent bulbs and of such focus and intensity so as to not cause disturbance of adjacent lots. Obtrusive flood lighting is prohibited. Clear glass or exposed bulb (non-cutoff) fixtures are prohibited.
 - ii. Street Lighting: The Subdivision will light streets and significant pedestrian intersections. Pole heights will vary as conditions warrant, with a maximum pole height of thirty feet (30') at collectors and main intersections and twenty-five feet (25') on local streets. Streetlight fixtures will be spaced approximately 300' on center between intersections on longer local street blocks.
 - iii. Lighting Definitions:
 - (1) Fully Shielded lights: Outdoor residential light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane.
 - (2) Indirect Light: Direct light that has been reflected or has scattered



off to other surfaces.

- (3) Glare: Light emitting from a Luminaire with an intensity great enough to reduce a viewer's ability to see.

- i. Site Design: Buildings shall be located on Lots relative to the set back lines as shown on the land plat for each Lot. The front facade of any building must be built on the front yard setback line ("built-to" line). The width of the building on the build-to line must occupy a minimum of twenty-five percent (25%) of the width of the Lot measured along the build-to line. Consideration will be given for five foot (5') maximum setback from the build-to line, based on design merit. Buildings located on Lots with curved property lines at the street may substitute for that line, a straight line, located at the average depth of the curved line segment fronting the building. A 12-foot minimum distance shall separate outbuildings from the main structure.

The face of an alley-accessed garage must be built five feet (5') from the alley property line. Variances for stated alley build-to lines may be granted by the SDC based on design merit. It is the intent of these regulations to create a defined edge along the alley.

Street accessed garages must be located a minimum of twenty feet (20') back from the front yard set back, at the primary street facade. Attached garages shall be clearly subordinate to the dwelling. A subordinate garage has the following characteristic: The area of the garage vehicle door(s) comprises thirty percent (30%) or less of the total square footage, exclusive of any exposed roof areas, of the principal facade of the building. The maximum distance allowed for parking from an alley accessed property line is thirty-five feet (35'). Trash containers shall be located adjacent to or within the parking area and shall be screened from public view.

- j. Landscaping/Yards:

- i. Definitions:

- (1) Front Yard: The areas from the set back (build-to) line to the property line, and from side lot line to side lot line.
- (2) Side Yard Corridor: The area from the side of the building to the side lot line, less front yard and rear yard.
- (3) Rear Yard: The area from the back of the building extending to the rear property line.



- ii. Yards: Each site owner will be required to meet minimum landscape specifications consistent with the overall plan. These will include, but are not limited to: street trees, large canopy trees in specified yards, shrubs, mixed planting beds and turf lawns. The Owner is encouraged to plant native species (shrubs and trees). Wildlife-friendly shrubs, preferably planted in an informal or mixed hedge at the yard perimeters. Planting at least three minimum two inch (2") diameter caliper trees (one front yard, two rear yard) and at least three appropriately sized planting beds (two front, one rear) at the building perimeter containing mixed shrubs is required.

Individual Lot Owners shall be responsible for landscaping of the adjacent boulevard area at the time of occupancy and maintenance thereafter. Trees of at least a minimum two inch (2") diameter caliper shall be planted in the adjacent boulevard area at the time of occupancy in accordance with the UDO.

Planting beds shall have a top layer of mulch or earth tone stone (non-white). Deciduous canopy trees and evergreen trees are encouraged in the side yard corridor. Deciduous trees must be planted a minimum of twenty feet (20') feet from the eaves.

Property owners determine their own gardens, perennials, native grasses and/or ground covers in the rear yard. When selecting from provided species list, it is the responsibility of the Lot Owner to check the appropriateness of that species with specific site conditions.

Windbreaks consisting of a row of evergreen trees are encouraged for the north and northwest side and rear lot lines, but must be held back a minimum of eight feet (8') from the lot line when adjacent to a neighbor and out of utility easements.

It is the responsibility of the Owner to contact the appropriate utility companies before digging. Commencing with the transfer of any land in the Subdivision from Declarant, the Owner(s) shall cause all the land to be maintained in a neat appearance at all times. Grass shall be cut not less than every two (2) weeks during the growing season (May 1 - November 1) and trees, bushes and hedges shall be trimmed at such intervals as are necessary to maintain the attractiveness of Subdivision.

There shall be no incineration or burning of garbage, trash or other waste or debris on any lot. No junk, garbage, trash, equipment, unworking or out



of use vehicles, parts, metals, lumber, debris or other waste shall be allowed to accumulate on any lot. All garbage and trash requirements of the City of Bozeman shall be observed. Garbage containers shall be kept in the garage or other enclosures except on garbage pick-up day. Each lot owner shall include, but not be limited to, picking up and appropriately disposing of debris and garbage, mowing and trimming of the alley right-of-way.

- iii. **Fences:** Fence design and location must be approved by the SDC. Fences and gates must be made of wood (excluding split rail). Fence designs should have a cap board or if a picket fence, have a flat top or dog-ear cut. No chain link or vinyl fencing allowed. All wood fences must have a sealer, stain or paint applied in order to protect the wood from moisture and UV rays.

Maximum fence height is 5'-0" unless a variance is requested and granted from the City Commission. Maximum height for fences in corner or side yards is 4'-0". No fences are allowed in required vehicle vision triangles. No fences are allowed in front yards unless approved by the SDC.

- iv. **Weed Control:** The Owner of each Lot shall control the weeds and all noxious plants on their lot; provided, however, that the owner shall not use spray or killing materials in such a way as to be harmful to humans or animals or to the other owners' vegetation. In the event an owner shall not control the weeds and noxious plants, the Association, after ten days written notice to an owner to control the same, may cause the weeds or noxious plants to be controlled, and may assess the lot owner for the costs thereof.

SECTION 3. General Subdivision Restriction.

1. **Garages.** The maximum size of an attached garage shall be 650 gross square feet. The maximum size of a detached garage or outbuilding shall be 750 gross square feet on the first floor and 550 gross square feet on the second floor.
2. **Plans and Specification.** Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.
3. **Animals/Pets.** 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 owner's property.



4. **Recreational Vehicles.** No boat, trailer or recreational vehicle shall be parked on any street, road or any part of the right of way of any street or road in Subdivision at any time. All recreation vehicles shall be stored within enclosed or covered parking or offsite. No snowmobiles, ATV's, motorized trail bikes shall be operated within Subdivision Parkland System.

SECTION 4. Each Owner grants to Declarant and reserves to Declarant, a lien upon the Lot of the Owner to secure the faithful performance by the Owner of the requirements and restrictions contained in this Declaration, and any amendments thereto. If any Owner shall fail to comply with Article III or any other requirement for building location, setback, design, landscaping or construction within ten (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 ten percent (10%) of the cost of such work. If within thirty (30) days the noncomplying Owner does not pay to Declarant the sum secured by the lien, 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 ten percent (10%) of such work, and (iii) all cost incurred by Declarant in foreclosing the lien, including a reasonable attorney's fees and court costs. Declarant is in no way precluded from seeking any remedy available to Declarant pursuant to the laws of Montana, including but not limited to immediate, temporary and permanent injunctive relief.

Enforcement of these covenants by Declarant, SDC, the Board, the Association, an Owner or any party having standing, shall include for the party seeking enforcement, and, if prevailing in such enforcement, an award of court costs and reasonable attorney's fees.

ARTICLE IV DESIGN REVIEW PROCESS

SECTION 1. Submission of Plans Before Construction.

No residence, fence, wall, garage, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location of the same shall have been submitted and approved, in writing, by a majority of the SDC as to compliance with these covenants, as well as appropriate City of Bozeman review and permitting.

SECTION 2. General Review Requirements.

1. Submit two (2) copies of the required documents for each design review to:

Subdivision Design Committee (SDC)



Attn: John Rosa
 89 West Katina Court
 Bozeman, MT 59718

The design review cycle begins on Monday of each week. Submittals must be received by noon on Friday of the previous week. All documents must be dated and labeled with "Subdivision Design Committee" and specific project title and address.

2. Upon SDC review, the owner will be notified within ten (10) business days after the start of the review cycle date that the design has been approved, approved with stipulations or disapproved. Submittals deemed incomplete will be returned. If the SDC does not contact the owner within ten (10) business days of the review commencement date, the application shall not be deemed "approved".
3. If the SDC approves an Owner's plans, the SDC will place a stamp upon the plans. An owner shall not apply for the building permit from the City of Bozeman until that owner's plans have been stamped as approved by SDC.
4. Request for withdrawal of an application may be made without prejudice, provided the request for withdrawal is made in writing to the SDC. If an application has been denied, or the approval is subject to conditions that the owner feels are unacceptable, the owner may request a hearing before the SDC to justify his/her/its position. The SDC will consider the argument and facts presented by the owner and notify the owner of its final decision within ten (10) days of the hearing.

SECTION 3. One Year to be Completed.

Any structure to be erected in accordance with an approval so given must be erected and completed within one (1) year from the date of approval. If any structure is commenced and is not completed in accordance with the plans and specifications within one (1) year, the Directors of the Association, at their option, may take such action as may be necessary, in their judgment, to improve the appearance so as to make the property harmonious with other properties and to comply with these Covenants, including completion of the exterior or the combination thereof, or removing the uncompleted structure or similar operations. The amount of any expenditure made in so doing shall be an obligation of the Owner. A lien on the property may be recorded and shall be enforceable by an action at law. In lieu thereof, the Association may take such action as is available by law, including an injunction, or for damages. If construction of a structure is not commenced within one (1) year after approval shall be deemed denied and a new approval must be obtained prior to the commencement of construction.

SECTION 4. Liability and Variances.

In passing upon all such plans and specifications, the SDC 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 SDC 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.

Neither the Association, the Declarant, the Board of Directors, the SDC nor the individual members thereof, may be held liable to any person for any damages for any action taken pursuant to these Covenants, including but not limited to, damages which may result from correction, amendment, changes or rejection of plans and specifications, the issuance of approvals, or any delays associated with such action on the part of the Board of Directors.

Further, the SDC may, upon application, grant a variance from the Architectural Regulations, provided that the spirit of these Covenants is complied with, and provided that Notice of the nature of the variance is mailed (certified) to adjacent Lot Owners within a 100' radius of the subject property, at least seven (7) days before the variance is approved in order to give the other owners a chance to comment and have input to the SDC. All variance requests pertaining to the SDC approvals must be made in writing to the SDC. Any variance granted shall be considered unique and will not set any precedent for future decisions. The SDC, in reviewing and considering an application for a variance, shall consider the nature of the hardship claimed, the impact on the adjacent lot owners, the impact on Subdivision and any proposed mitigations for the impacts. The Committee shall have the duty and power to make the final decision on the granting of the variance, without any liability being incurred or damages being assessed due to any decision of the Committee.

SECTION 5. Review Procedure.

STEP 1. SKETCH DESIGN REVIEW:

In addition to verifying the required setbacks, this review checks the designs for correct interpretation of the Architectural Regulations. Applicants must submit the Sketch Review Application (Form A) and the following plans which shall be on sheets at least 18" x 24":

- a. *Site Plan (1/16" = 1'-0" scale or larger) showing:*
 - i. North arrow.
 - ii. Property lines, setback lines, sidewalks, drives and easements with dimensions.
 - iii. Building footprints with entries, porches and balconies delineated, and overhangs as dashed lines.
 - iv. First floor elevation.
 - v. Landscape concept plan including boulevard tree(s) located.



- vi. Adjacent property structures and landscaping within 20' of property line.
- b. *Floor Plans (1/8" = 1'-0" scale or larger) showing:*
 - i. All windows and doors.
 - ii. All overhangs of floors and roofs as dashed lines.
 - iii. Overall dimensions.
 - iv. Gross square footage, excluding garage.
- c. *Elevations (1/8" = 1'-0" scale or larger) showing:*
 - i. Overhangs.
 - ii. Slope directions.

STEP 2. CONSTRUCTION DESIGN REVIEW.

The construction design review verifies the following: (1) that the construction documents are in compliance with the SDC, applicable local regulations and building codes; (2) that the previous SDC recommendations, if any, have been incorporated into the construction documents; and (3), that all appropriate permits have been obtained by the architect and/or builder. Applicants must submit Construction Design Review Application (Form B) and the following:

- a. *Site Plan (1/8" = 1'-0" scale or larger) showing:*
 - i. North arrow.
 - ii. Property lines and setbacks with dimensions.
 - iii. Building footprints with entry area delineated and overhangs shown as dashed lines.
 - iv. Garden walls/fence lines: location, height and materials.
 - v. Water electric and sewer service.
 - vi. Location of adjacent streets/alleys.
 - vii. Site contours beginning at the curb.
 - viii. Location, dimensions and materials for walks and drives.
 - ix. Exterior light locations, type and bulb size.
 - x. Location of external equipment (electric meter, location of waste bins, etc.)
- b. *Floor Plans (1/4" = 1'-0" scale or larger) showing:*
 - i. Foundation plan dimensioned.
 - ii. Room use labeled.



- iii. Wall, window and door openings dimensioned.
- iv. All overhangs of floors and roofs as dashed lines.
- v. Overall exterior dimensions.
- vi. Gross square footage, excluding garage.
- c. *Roof Plan (1/8" = 1'-0") showing:*
 - i. Overhangs.
 - ii. Slope directions.
 - iii. Penetrations.
- d. *Elevations (1/4" = 1'-0" scale or larger) showing:*
 - i. All elevations (colors rendered of fronting street elevation).
 - ii. Roof penetrations located.
- e. *Landscape Plan (1/8" - 1'-0" or larger) showing:*

A landscape plan including plant listing, planting and mature sizes and their respective locations.

STEP 3. CONSTRUCTION COMMENCEMENT

Construction may not commence without the approval of the City of Bozeman Building Division, necessary permits obtained and fees collected. A copy of Construction Design Review Application (Form B) bearing the SDC approval letter must accompany City of Bozeman building permit applications.

The SDC reserves the right to inspect in the field for compliance during any stage of construction. The SDC is empowered to enforce its policy as set forth in the Architectural Regulations and the terms of this Declaration by any action, in law or equity, to ensure compliance.

STEP 4. MINOR CHANGES

It is anticipated that Owners may wish to make improvements or modifications to their buildings or property during initial construction or at a future date. A change may be executed upon receipt of Application for Change(s) (Form C) bearing the SDC stamp of approval.

ARTICLE V SUBDIVISION DESIGN COMMITTEE

SECTION 1. Function of the Subdivision Design Committee (SDC).



To encourage the architectural harmony of SDC the developer and all Owners are bound by regulations defined in the Subdivision Covenants, Conditions, and Restrictions and the design review process. To that end, no structure shall be erected or altered until City of Bozeman, SDC and any other required approvals have been obtained.

SECTION 2. Scope of Responsibilities.

The SDC has the right to exercise control over all construction in the Subdivision. It will also review all Owner's alterations and modifications to existing structures (including but not limited to additions, renovations, and landscaping).

SECTION 3. Enforcing Powers.

Should a violation occur, the SDC has the right to an injunctive relief, which requires the Owner to stop, remove, and/or alter any improvements in a manner that complies with the standards established by the SDC. Approval by the SDC does not relieve an owner of his/her obligation to obtain any government approvals. If such approvals are required and are not obtained by the owner, the SDC and/or the applicable government agency may take whatever actions are necessary against the owner to force compliance.

SECTION 4. Committee Members.

The SDC shall consist of three (3) individuals appointed initially by the Declarant. At such time as eighty percent (80%) of the Lots are held in individual ownership other than that of the Declarant, the SDC will consist of three (3) individuals appointed by the President of the Association, of which one shall be an architect licensed in the State of Montana, and two members of the Association.

SECTION 5. Limitation of Responsibilities

The primary goal of the SDC is to review the submitted applications, plans, specifications, materials, and samples in order to determine if the proposed structure conforms to the Subdivision Covenants. The SDC does not assume responsibility for the following:

- a. The structural adequacy, capacity, or safety features of the proposed structure or improvement; or
- b. Soil erosion, ground water levels, non-compatible or unstable soil conditions; or
- c. Compliance with any or all building codes, safety requirements, and governmental laws, regulation or ordinances.



ARTICLE VI SUBDIVISION COMMUNITY ASSOCIATION

SECTION 1. The Subdivision Community Association is charged with the duties and empowered with the rights set forth herein and Bylaws that may be adopted for governing the Board of Directors.

SECTION 2. Every owner or contract purchaser of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separate from the ownership of any Lot. Each owner shall be responsible for advising the Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The initial address of the Association shall be 89 West Katina Court, Bozeman, Montana, 59718. The address of the Association may be changed by the Board of Directors upon notice to the Owners.

SECTION 3. The Association, acting through its Board of Directors, shall have the power and authority to take such actions as shall be necessary or reasonable to care for, protect and maintain the easements, parkways, boundary fences, drainage easements, open space; to enforce these covenants; to collect assessments; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the development, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve.

SECTION 4. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a President, Vice-President and Secretary-Treasurer for the Association from among the Directors, except that the Secretary-Treasurer may be a member who is not a Director.

SECTION 5. For the purpose of determining membership, at any meeting a person or entity shall be deemed to be a member upon the recording of a duly executed deed to that owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original seller on a contract, or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner.

SECTION 6. The Board of Directors shall serve for a term to be set by a simple majority of the membership, which shall not be for less than one (1) year. Each director shall serve until replaced by his or her successor. Any vacancy on the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining directors.



SECTION 7. The Board of Directors shall have the power and responsibility of acting on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association and enforce these Covenants. The Directors shall act by majority vote.

SECTION 8. The Board of Directors shall serve as officers which shall be designated by a simple majority of the members at the annual meeting unless and until a majority of the members vote to have officers elected separate and apart from the directors.

SECTION 9. The duties of each of the offices shall be as follows:

A. President. The President shall preside over all meetings of the Association. He or she shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the association, and shall perform such duties as may be specified, and exercise such powers as may be delegated to the office of President by the Board of Directors.

B. Vice-President. The Vice-President shall exercise the powers of the President in the absence of the President.

C. Secretary-Treasurer. The Secretary shall give notice of all meetings of the Association, and shall keep a record of the proceedings of the meetings of the Association. The Secretary shall be authorized to sign on behalf of the Association, all records, documents and instruments when such are authorized to be signed by the Association.

The Treasurer shall keep and maintain adequate and correct accounts of the accounts, properties, and business of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains and losses of the Association. The Treasurer shall prepare and report such periodic accountings as shall be required by the Association.

SECTION 10. A vacancy in any office of the Association shall be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected.

SECTION 11. The annual meeting of the Association shall occur on or before the 2nd Tuesday of July of each year. Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, the Board of Directors, or not less than one third (1/3) of all the members entitled to vote at the meeting. Notice of annual and special meetings shall be mailed to owners at the address for each owner which is listed as such on the official plats and records at the office of the Clerk and Recorder, Gallatin County, Montana, or at such address as shall be designated, in writing, by any owner. The presence of members, in person or by written proxy, representing thirty-four percent (34%) of the total votes of the membership shall constitute a quorum.



SECTION 12. If proposed action is favored by a majority of the votes cast at a meeting, but such vote is by less than the requisite thirty-four percent (34%) of the members, members who were not present in person or by proxy may give their assent to any action in writing, provided the same is received by the Secretary of the Association not later than thirty (30) days from the date of such meeting wherein the action was voted upon.

SECTION 13. The Associations shall have the rights, obligations and duties, subject to these 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 Subdivision:

- a. The Association shall accept title to all Parkland 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.
- b. The Association shall maintain or provide for the maintenance of Parkland Systems and improvements located on the Parkland and Trial Systems. All maintenance and/or improvement of Parkland or Linear Trial System shall be consistent with and in conformance with the written approval of the park implementation plan, which outlines the installation of landscaping improvements, trail/bike path improvements and maintenance and upkeep of the park lands and trails approved by the City of Bozeman in conjunction with the Subdivision.
- c. All common open space areas identified on the final plat of the Subdivision are included in the Parkland Systems. These lands are available for the enjoyment and use of the residents, guests and public visiting the Subdivision. The Parkland and Trial Systems are dedicated to the public.
- d. The Association shall routinely inspect and maintain the Storm Drainage System within the Subdivision, which maintenance shall include the following:
 - i. Detention/Retention ponds shall be kept free of trash, and the berms/slopes shall be mowed or otherwise maintained to provide for a pleasant appearance;
 - ii. A cleanout stake (2"x 4" treated wood) shall be installed near the center of the pond. The cleanout elevation shall be clearly marked on the stake;
 - iii. The Association shall inspect detention/retention ponds monthly from May to October to insure that the original design capacity is in order. Records shall be kept in a separate log book of the inspections of said ponds, indicating the bottom elevation and condition of the ponds;



- iv. Sediment shall be removed and the pond restored to its original dimensions when the sediment reaches the elevation marked on the cleanout stake; and
 - v. Maintenance of the ponds shall be the responsibility of the Declarant until the Declarant forms the Owners' Association for the Subdivision.
- e. The Association shall pay all real property taxes and assessments levied upon any portion of the Parkland Systems.
 - f. 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 park areas.
 - g. The Association may obtain and maintain in force such insurance policies, as the Board of Directors may deem appropriate.
 - h. The Association shall have all powers set forth in these 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 these Covenants as may reasonably be necessary to enforce the limitations, covenants, conditions and restrictions of these Covenants, Declarant rules and Committee rules.
 - i. 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 by the Covenants or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such area in violation of these Covenants. The Association may maintain and repair any roads, sidewalks, parks, linear trail or public areas in or adjoining Subdivision including landscaping and planting or public areas in or adjoining 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 these Covenants, or to enforce by mandatory injunction or otherwise all of the provisions of these Covenants.



- j. In fulfilling any of its duties under these Covenants, including its duties for the maintenance, repair, operation or administration of the Parkland Systems, and to the extent necessary by the failure of the Owners of private areas, or in exercising any of its rights to construction improvements of other work upon any Parkland and Linear Trial System, the Association shall have the power and authority:
 - i. To contract and pay for, or otherwise provide for, construction, maintenance and repair of all improvements upon Parkland Systems on such terms and conditions as the Association, shall deem appropriate and to pay and discharge all liens arising out of any work;
 - ii. 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 Subdivision, the Association, the members of the Board, the members of the Committee, or the Owners;
 - iii. 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;
 - iv. To contract and pay for, or otherwise provide for the services of architects, engineers, attorney and certified public accountants or such other professional or nonprofessional services as the Board may deem necessary;
 - v. To contract and pay for, or otherwise provide for, fire, police and such other protection services as the Board deems necessary, and to pay and discharge any and all liens placed upon any Parkland 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.
- k. 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 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 System. The Board may not grant or convey land from the Parkland System which would jeopardize the land required by the subdivision, planned unit development or zoning approvals for the land described in Exhibit A.
- l. The Board may from time to time employ the services of a manager to manage the affairs for the Association. The Board may delegate to the manager any of its powers under the 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 \$1,000.00; nor for the performance of any work or services, which work or services are not to be completed within sixty (60) days; nor the power to sell, convey, mortgage or encumber any property of the Association.

- m. 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.

Enforcement of these Covenants by Declarant, SDC, Board, Owner or any party having standing, shall include for the party seeking enforcement and prevailing in such enforcement, an award of costs, fees and reasonable attorney's fees.

SECTION 14. The Board from time to time and subject to the provisions of Subdivision may adopt, amend and repeal rules and regulations to be know as Subdivision Rules governing:

- a. The use of Parkland Systems, including without limitations the recreational facilities;
- b. The use of roads;
- c. The collection and disposal of refuse;
- d. The burning of open fires; or
- e. The maintenance of animals within Subdivision.

SECTION 15. No member of the Board shall be personally liable to any Owner, guest, leases 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 VII ASSESSMENTS

SECTION 1. The Declarant for each Lot owned by it within 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 the Owner's proportionate share of assessments established and collected from time to time as hereinafter provided.

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

- a. Each owner or member will be assessed a proportionate share based on the number of dwelling units built per Lot.



- b. Each Lot will be initially assessed on the basis of three (3) dwelling unites per acre. This will continue until completion of all construction of each dwelling unit on the Lot. Subsequent to completion, the Lot will be assessed a number of shares equal to the actual number of dwellings constructed.
- c. Assessments to Owners will commence immediately after the transfer of title from the Declarant to the Owner. No assessments will be levied against Lots owned by the Declarant.
- d. 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 thirty (30) days prior to the commencement of each fiscal year, the Board shall fix the amount of the assessment for such fiscal year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto. Written notice of the assessment shall be sent to every Owner subject thereto.

SECTION 4. The assessments levied by the Board on behalf of 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, parks, weed control and other improvements.

SECTION 5. If at any time and from time to time during any fiscal year, the 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 herein.

SECTION 6. In addition to the 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 System, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members.

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 these Covenants for monies expended by the Association in performing its functions under these Covenants and the Board Bylaws. 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 engineer's architects', attorneys' and accountants' fees incurred by the Association.

SECTION 8. Each assessment 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 twelve percent (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. 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 System as defined herein and such portions of Subdivision as may be conveyed or dedicated to and accepted by a municipality, public utility, State of Montana, the County of Gallatin shall be exempt from assessments.

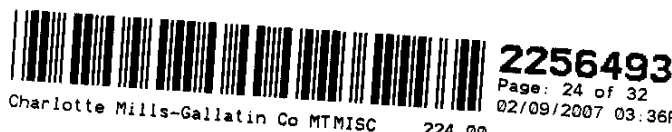
SECTION 10. When requested by an Owner, the Association shall execute a certificate stating the indebtedness secured by the Association lien upon the lot of the Owner, and such certificate shall be conclusive upon the Association and the Owners in favor of such persons who rely therein in good faith 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 VIII MISCELLANEOUS PROVISIONS

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

- a. The vote of at least seventy-five percent (75%) of the total votes at a meeting of the Association duly held. The notice of the meeting shall state that the purpose of the meeting is to consider the amendment or repeal of the 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 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 these covenants.

SECTION 2. All the limitations, covenants, conditions of Subdivision are to run with the land



and shall be binding on all parties and persons claiming under them for a thirty (30) year period beginning at the date of filing of this document, at which time the same shall be automatically extended for successive periods of ten (10) years, unless the record Owners of Lots then within Subdivision having not less than three-fourths (3/4) of the total votes record an instrument terminating these Covenants within one (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. Prior to the expiration to these Covenants, the Association may vote, pursuant to the provisions allowing amendment hereto, to extend covenants.

SECTION 3. In addition to the remedy provided herein, if the Owner of any Lot in the 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 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 one (1) year without any suit having been commenced concerning such structure, shall not thereafter be subject to suit of initial noncompliance with the requirements of the building design portion of these Covenants.

Failure to enforce any provision of these Covenants in no way waives or diminishes the enforceability of the Covenants at a future date.

SECTION 4. All the limitations, covenants, conditions of and restrictions of Subdivision Covenants shall be liberally construed together to promote and effectuate, the fundamental concepts of Subdivision. Any covenant that is included herein as a condition of the preliminary plat approval and required by the governing body 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.

SECTION 5. In the event any limitation, covenant, restriction, or reservation of these 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 System, all land conveyed to it by the Declarant.

SECTION 7. At anytime and from time to time following conveyance of Parkland 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 System if the Declarant shall determine that any such work 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 Subdivision. Notwithstanding, any alteration to the Parkland System permitted by this paragraph may not effect the Subdivision's Storm Water Drainage System as approved by the City of Bozeman, without the written consent of the City of Bozeman Engineering and Parks Department .

SECTION 8. Any and all of the rights and powers vested in the Declarant pursuant to the 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 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 the Owner's non-use of any Parkland System, or by abandonment of Owner's lot, may avoid the burdens or obligations imposed on Owner by these Covenant, the Board's Bylaws and Subdivision.

SECTION 11. Declarant has designed the Subdivision to include sidewalks in certain areas designated on the final plat of the Subdivision. Declarant shall have three (3) years from the date the final plat for the Subdivision is recorded to install the sidewalks within the Subdivision.

SECTION 12. Any notice or other document permitted or required by the 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 Subdivision at 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 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, Declarant has hereunto set its hand as of this 14th day of December, 2006.

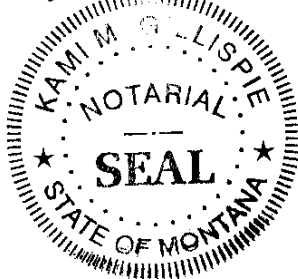
ROSA CONSTRUCTION, INC.

By: John Rosa - President

STATE OF MONTANA)
)
 :SS.
)
 County of Gallatin)

On this 14th day of December, 2006, before me, the undersigned, a Notary Public of the State of Montana, personally appeared John Rosa, known to me to be the President of Rosa Construction, Inc., the entity that executed the within instrument and acknowledged to me it executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



Kani M. Gillispie (sign)
NOTARY PUBLIC for the State of Montana
Printed Name: Kani M. Gillispie
Residing at: Bauman
My Commission expires: Aug. 9, 2008



2256493

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02/09/2007 03:36P

Charlotte Mills-Gallatin Co MTMISC 224.00

delivery to all Owners of such Lot.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this ____ day of December, 2006.

ROSA CONSTRUCTION, INC.

By: John Rosa - President

STATE OF MONTANA)
 :SS.
County of Gallatin)

On this ____ day of December, 2006, before me, the undersigned, a Notary Public of the State of Montana, personally appeared John Rosa, known to me to be the President of Rosa Construction, Inc., the entity that executed the within instrument and acknowledged to me it executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

_____(sign)
NOTARY PUBLIC for the State of Montana
Printed Name: _____
Residing at: _____
My Commission expires: _____



FORM A
SKETCH DESIGN REVIEW APPLICATION

LOT NUMBER: _____

Owner: _____

Address: _____

Telephone: _____ FAX: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

ARCHITECT/DESIGNER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

LANDSCAPE ARCHITECT: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

INFORMATION

1. Are any variances from the Subdivision Covenants being requested under this application? ☐ Yes ☐ No

If yes, please describe the variance and the reason for it (attach additional pages as necessary):

2. Drawings submitted (please check):

☐ Site Plan ☐ Floor Plans ☐ Roof Plan ☐ Elevations ☐ Landscape Concept Plan

Submitted by: _____ Date: _____

Signature: _____



FORM B
CONSTRUCTION DESIGN REVIEW APPLICATION

LOT NUMBER: _____

OWNER: _____

Address: _____

Telephone: _____ FAX: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

ARCHITECT/DESIGNER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

LANDSCAPE ARCHITECT: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Drawings submitted (please check):

___ Site Plan

___ Floor Plans

___ Roof Plan

___ Elevations

___ Landscape Concept Plan

Submitted by: _____ Date: _____

Signature: _____



FORM C
APPLICATION FOR CHANGE(S)

LOT NUMBER: _____

OWNER: _____

Address: _____

Telephone: _____ FAX: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

ARCHITECT/DESIGNER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Change Description: (attach sketch of proposed change)

Reason for Change:

Submitted by: _____ Date: _____

Signature: _____



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EXHIBIT A

Tract B of COS 2389, located in the East ½ of the Southeast ¼ of Section 4, Township 2 South, Range 5 East, P.M.M, Gallatin County, Montana.

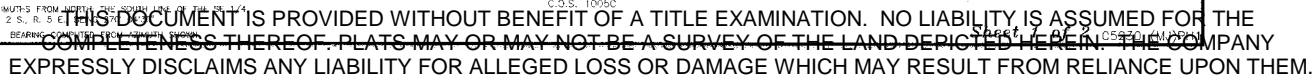


J-455

SURVEY REQUESTED BY SUBDIVIDER TO CREATE
49 TOWNHOUSE LOTS, 10 MULTI-FAMILY LOTS
ZONED R3 AND 1 REMAINING LOT ZONED R4.
OWNER/SUBDIVIDER: ROSA CONSTRUCTION, INC.
(A MONTANA CORPORATION)
DEED REF. DOC. NO. 2206364

FUTURE PHASE 2

Remainder of Tract B C.O.S. No. 2389



J-566

LOCATED IN THE E 1/2 OF THE SE 1/4 OF SECTION 4, T. 2 S., R. 5 E.
OF P.M.M., GALLATIN COUNTY, MONTANA

SURVEY REQUESTED BY ROSA CONSTRUCTION INC TO CREATE
22 SINGLE-FAMILY LOTS, 4 MULTI-FAMILY LOTS, AND
2 RESTRICTED USE LOTS FROM AN EXISTING TRACT OF LAND
OWNER: ROSA CONSTRUCTION, INC
DEED REF: DOC NO. 2206364

LEGEND

- (R) RECORD DISTANCE OR AZIMUTH
(M) MEASURED DISTANCE OR AZIMUTH
- FOUND 5/8" NCH REBAR WITH 1 1/4" INCH PLASTIC CAP (C&H ENGR 9518ES) OR AS NOTED
 - SET 5/8" INCH REBAR WITH 1 1/4" INCH PLASTIC CAP (C&H ENGR 9518ES)
 - ⌘ SECTION QUARTER CORNER

BASIS FOR AZIMUTHS FROM NORTH: THE NORTH LINE OF THE
 SE 1/4, SECTION 4, T. 2 S., R. 5 E., BEING 269° 35' 55" AS
 SHOWN ON COS 2389

[N45°00'00"E] BEARING COMPUTED FROM AZIMUTH SHOWN

CERTIFICATE OF DEDICATION

I, the undersigned property owner, do hereby certify that I have caused to be surveyed, subdivided and platted into lots, parcels, blocks, streets and alleys and other divisions and dedications, as shown by this plat hereunto included, the following described tract of land, to wit:

LEGAL DESCRIPTION

That part of Tract B, Certificate of Survey No. 2359, according to the plat thereof, on file and of record in the office of the Clerk and Recorder, Gallatin County, Montana, and located in the East Half of the Southeast Quarter of Section 4, Township 2 South, Range 5 East, Principal Meridian Montana, lying north of the north line of THE TRADITIONS SUBDIVISION-PHASE 1, and further described as follows:

Commencing at the East Quarter Corner of said Section 4; thence westerly 269°35'55" assumed azimuth from north, 562.43 feet along the north line of the Southeast Quarter of said Section 4 to the Point of Beginning of the property to be described; thence southerly 181°03'01" azimuth 1409.85 feet along the east line of said Tract B to the north line of the TRADITIONS SUBDIVISION-PHASE 1; thence westerly 270°04'30" azimuth 661.57 feet along said north line; thence northerly 031°01'12" azimuth 1464.33 feet along the west line of said Tract B; thence easterly 089°35'55" azimuth 662.43 feet along the north line of the Southeast Quarter of said Section 4 to the Point of Beginning.

Area = 931,285 square feet, 21.3794 acres or 86,519 square meters. Subject to existing encumbrances.

The above described tract of land is to be known and designated as **TRADITIONS SUBDIVISION - PHASE 2, City of Bozeman, Gallatin County, Montana**, and the lands included in all streets, avenues, alleys, and parks or public lands shown on said plat are hereby granted and donated to the City of Bozeman for the public use and enjoyment. Unless specifically listed herein, the lands included in all streets, avenues, alleys, and parks or public lands dedicated to the public are accepted for public use, but the city accepts no responsibility for maintaining the same. The owner agrees to accept the city's obligation to maintain the lands included in all streets, avenues, alleys, and parks or public lands hereby donated to public use. The lands included in all streets, avenues, alleys, and parks or public lands dedicated to the public for which the City accepts responsibility for maintenance include: **Shorewood Way, Andis Street, Rose Way, and Twin Lakes Avenue.**

"The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, cable television, internet, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "Utility Easement" to have and to hold forever."

Dated this 26 day of June, 2015.

STATE OF MONTANA
GALLATIN COUNTY

By: JOHN ROSA, President
ROSA CONSTRUCTION, INC.

This instrument was signed or acknowledged before me on this 26 day of June, 2015,
by John Rosa, President of Rosa Construction Inc., a Montana corporation.

Andrew Spaulding
County Public for the State of Montana

My Printed Name Andrew Spaulding
Reading at: Bozeman My commission expires: August 26, 2018

CERTIFICATE OF COMPLETION OF IMPROVEMENTS

John Rose, President of Rose Construction Inc., and Mark A. Chandler, a registered professional engineer licensed to practice in the State of Montana, hereby certify that the following instruments, required to meet the requirements of this title or as a condition of approval of TRADITIONS SUBDIVISION, PHASE 2 have been obtained in conformance with the applicable plans and specifications, or financially guaranteed and covered by the improvements agreement accompanying this plan, included Instruments: Little Lakes Avenue, Sheredale Way, and Sheredale Drive, all located in the City of Montana, and the following instruments, required to meet the requirements of the said Title: Miscellaneous punch-list items. The said/sive hereby warrants against defects in these improvements for a period of two years from the date of acceptance by the City of Butte. The said/sive hereby warrants that the information contained herein is true and correct to the best of his/her knowledge. The said/sive accepts possession of all public infrastructure improvements, subject to the above indicated warranty.

Date: June 26
2015
 Rose Construction, Inc.
 By: John Rose, President

Date: 6/26/15
 Mark A. Chandler
 Mark A. Chandler
 Montana Registration No. 8518ES
 Director of Public Works,
 City of Bozeman, Montana

CONSENT OF MORTGAGEE

I, the undersigned mortgagee or encumbrancer, do hereby join in and consent to the described plat, releasing my respective lives, heirs, and assigns as to any portion of said lands now being platted into streets, avenues, parks or other public areas which are dedicated to the City of Boston for the public use and enjoyment.

Dated this 26 day of June, 2015.

STATE OF MONTANA
GALLATIN COUNTY

Printed Name _____
It is hereby ordered that _____

This instrument was signed or acknowledged before me on this _____ day of _____, 2015,
by Sue A. Wilson, the President, Banana of YELLOWSTONE BANK, a Montana Corporation.

Alicia B. Iverson
Notary Public for the State of Montana

Printed Name _____
Residing at _____
Rossmore, MT

My commission expires 09-16-2018

NOTARY PUBLIC STATE OF MONTANA
Alicia B. Iverson
Commission Expires 09-16-2018

YELLOWSTONE BANK
Sue A. Wilson
President

YELLOWSTONE BANK
Sue A. Wilson
President

CERTIFICATE OF SURVEY

I, Mark A. Chandler, Professional Engineer and Land Surveyor No. 5181ES, do hereby certify that between March 15, 2014 and June 26, 2015, I was on Positions Subdivision – Phase 2, was surveyed under my direct supervision and that I have plotted the same on stations on the accompanying plat and as described, "in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 7-101 through 7-109, MCA and the Bozeman Municipal Code."

Dated this 26th day of JUNE, 2015.

Mark A. Chandler
Mark A. Chandler
Montana Registration No. 5181ES

CERTIFICATE OF DIRECTOR OF PUBLIC WORKS

I, Director of Public Works, City of Bozeman, Montana, do hereby certify that the accompanying Plat has been duly examined and has found the same to conform to the law, approves it, and hereby accepts the dedication to the City of Bozeman for the public use of any and all lands shown on the plat to have been dedicated to such use.

Dated this 23 day of July, 2015. C. R. Walsh

CERTIFICATE OF EXCLUSION FROM MONTANA

Traditions Subdivision, Phase 2, located in Gallatin County, Montana, is within the City of Bozeman, Montana, a first-class municipality, and within the planning area of the Bozeman growth policy which was adopted pursuant to Section 76-1-601 et seq., M.C.A., and can be provided with adequate storm water drainage and adequate municipal facilities. Therefore, under the provisions of Section 76-4-125(2)(d) M.C.A., this subdivision is excluded from the requirement for Montana Department of Environmental Quality review.

Dated this 23 day of July, 2015.

CERTIFICATE OF COUNTY TREASURER

I, Kimberly Becham, Treasurer of Gallatin County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land be divided have been paid.

Dated this 30TH day of JUNE, 2015. By: Kimberly Buchanan
 Deputy Treasurer of Gallatin County

CLERK AND RECORDER

I, Charlotte Mills, Clerk and Recorder of Gallatin County, Montana, do hereby certify that the foregoing instrument was filed in my office at 2:00 o'clock P.M. this 29th day of July, A.D. 2015, and recorded in Book 7 of Plots, Page 566 records of the Clerk and Recorder, Gallatin County, Montana.

By: Franklin B. Deputy
Deputy Clerk and Recorder

2519195

AREA TABLE

BLOCK 1			BLOCK 2		
LOT 1	8,003 SQ FT		LOT 1	7,941 SQ FT	
LOT 2	8,703 SQ FT		LOT 2	7,941 SQ FT	
LOT 3	6,703 SQ FT		LOT 3	7,941 SQ FT	
LOT 4	8,703 SQ FT		LOT 4	9,000 SQ FT	
LOT 5	8,703 SQ FT				
LOT 6	8,703 SQ FT		RESTRICTED USE		
LOT 7	8,703 SQ FT		LOT 51	145,775 SQ FT	
LOT 8	8,703 SQ FT		LOT 52	119,875 SQ FT	
LOT 9	6,703 SQ FT		OPEN SPACE		
LOT 10	6,703 SQ FT		TO SQ FT		
LOT 11	7,992 SQ FT		ROADS		
LOT 12	7,969 SQ FT		SIN TOTALS		
LOT 13	8,703 SQ FT		TOTAL		
LOT 14	8,703 SQ FT		TOTAL		
LOT 15	8,703 SQ FT		TOTAL		
LOT 16	8,703 SQ FT		TOTAL		
LOT 17	8,703 SQ FT		TOTAL		
LOT 18	8,703 SQ FT		TOTAL		
LOT 19	8,703 SQ FT		TOTAL		

THIS DOCUMENT IS PROVIDED WITHOUT BENEFIT OF A TITLE EXAMINATION. NO LIABILITY IS ASSUMED FOR THE COMPLETENESS OF THE PLATS MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREIN. THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THEM.

