



STATEMENT OF COVENANTS

We, the undersigned owner(s) of interest in real property in rural Bozeman, situated in the County of Gallatin, State of Montana, a 408'x600' (approx. 5.6 acre) utility easement on the 189.9± acre parcel which may be described as the E½W½ & W½W½SE¼ of Section Three (3) less Minor Subdivision 253, Township Two South (T2S), Range Five East (R5E), PMM;

IN CONSIDERATION, of receiving approval from the Gallatin County Commission of a request (#Z01-61) for a Conditional Use Permit in the Gallatin County/Bozeman Area Zoning District, the receipt of which is hereby acknowledged, the following covenants are entered:

- I. The conditional use permit will be valid only for the Essential Services (Type II) use as proposed on the utility easement, and subject to approval of land use permits and applicable building permits.
- II. Applicant shall contact the Montana Dept of Environmental Quality to determine if a Storm Water Discharge Permit is necessary and any required permits shall be obtained prior to approval of a land use permit.
- III. Applicants shall contact Montana Dept. of Natural Resources and Conservation; USDA-NRCS, and U.S. Army Corp of Engineers regarding the proposed stream relocation and any required permits shall be obtained prior to approval of a land use permit.
- IV. A hedge shall be planted along the north and east fence lines and additional evergreen trees to break up the profile of the western block wall. The block wall shall be built as shown with at least two contrasting earth tone colors. Landscaping shall be irrigated and maintained to screen the facility from public view. A landscape plan meeting requirements of the regulation shall be submitted with the application for land use permit.
- V. Applicants shall apply for an encroachment permit from Gallatin County for an industrial drive approach onto Flanders Mill, between 24' and 40' wide. Additional width shall require approval of a deviation by the Road and Bridge Superintendent.
- VI. Applicants agree to pave driveway and parking areas according to applicable standards within nine months of the time that Flanders Mill Road is paved.
- VII. A fortyfive-foot (45') public street and utility easement for Flanders Mill Road shall be dedicated, on the west parcel line, 408' along of the 5.6± acre electric utility easement.
- VIII. A sixtyfive-foot (65') public street and utility easement for future Oak Street corridor shall be dedicated, on the north side of the half section line, 600' along the 5.6± acre electric utility easement.
- IX. All plans and structures shall be approved by Rae Rural Fire Service Area for compliance with the Uniform Fire Code.
- X. Applicant shall comply with any and all applicable state and federal laws and regulations.
- XI. This conditional use permit shall be valid for an application for a land use permit submitted prior to December 31, 2002. The application, final site plans and landscaping plans shall detail how all conditions of approval have been met.
- XII. The right to a use and occupancy permit shall be contingent upon the fulfillment of all general and special conditions imposed by the conditional use permit procedure.

XIII. All of the special conditions shall constitute restrictions running with the land use, shall be binding upon the owner of the land, his successors or assigns, and shall be recorded as such with the Gallatin County Clerk and Recorder's office by the property owner prior to the issuance of any building permits, final site plan approval or commencement of the conditional use.

XIV. All conditions specifically stated under any conditional use listed in this title shall apply and be adhered to by the owner of the land, successors or assigns.

XV. All special conditions shall be consented to in writing by the applicant.

NOW, THEREFORE, BE IT HEREBY KNOWN, that these terms, covenants and provisions shall run with the land and be binding upon me, the undersigned landowner, and extend to my heirs, successors or assigns.

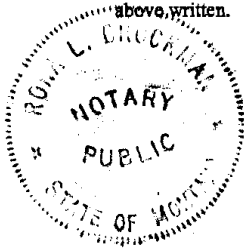
DATED THIS 12th DAY OF September, 2001.

Douglas Lance Smith
Douglas Lance Smith, Property Owner

STATE OF MONTANA)
COUNTY OF Gallatin)
:SS

On this 12th day of September, 2001, personally appeared Douglas Lance Smith, before me, a Notary Public for the State of Montana, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that they executed the same.

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



Rona L Brockman
Notary Public for the State of Montana
Residing at: Butte - Silver Bow
My commission expires: 2/21/2003

Rona L Brockman
Montana Power Company, Utility Basement Owner

STATE OF MONTANA)
COUNTY OF Gallatin)
:SS

On this 12th day of September, 2001, personally appeared Rona L. Brockman, before me, a Notary Public for the State of Montana, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that they executed the same.

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



Erica M. Green
Notary Public for the State of Montana
Residing at: Bozeman, MT
My commission expires: June 14, 2005

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Page: 1 of 86 03/07/2016 02:24:13 PM Fee: \$612.00
Charlotte Mills - Gallatin County, MT MISC



**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR FLANDERS MILL**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 2

ARTICLE II DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, CREATION
OF PROPERTY RIGHTS, FUTURE DEVELOPMENT 5

2.1 Description of Project 5

2.2 Application of Declaration to the Project 5

2.3 Easements; Dedication of Common Open Space 5

2.4 Easements to Accompany Conveyance of Lot 5

2.5 Delegation of Use 6

2.6 Conveyance of Common Open Space to Association; Reservations of
Easements 6

2.7 Owners’ Rights and Easements for Utilities 6

2.8 Annexation of Additional Property..... 6

2.9 Party Walls..... 7

2.10 Maintenance Easement 7

2.11 Drainage Easements..... 8

2.12 Other Easements 8

2.13 Rights of Entry and Use..... 8

2.14 Partition of Common Open Space 8

2.15 No Subdivision of Lots 8

2.16 No View Rights..... 8

2.17 All Easements Part of Common Plan..... 9

2.18 Future Development..... 9

ARTICLE III ASSOCIATION ADMINISTRATION, MEMBERSHIP AND VOTING
RIGHTS 9

3.1 Association to Own and Manage Common Open Spaces 9

3.2 Membership 9

3.3 Transferred Membership..... 9

3.4 Membership Voting Rights..... 10

3.5 Association Operation..... 10

ARTICLE IV MAINTENANCE AND ASSESSMENTS..... 10

4.1 Creation of the Lien and Personal Obligation of Assessments..... 100

4.2 Purpose of Assessments..... 11

4.3 Assessments 11

4.4 Restrictions on Increases in Regular and Special Assessments..... 11

4.5 Notice and Quorum for Action Authorized Under Section 4.4 12

4.6 Division of Assessments 12

4.7 Date of Commencement of Regular Assessment; Due Dates..... 12

4.8 Effect of Nonpayment of Assessments 13

4.9 Transfer of Lot, by Sale or Foreclosure 13

4.10 Priorities; Enforcement; Remedies 13

4.11 Unallocated Taxes..... 14

ARTICLE V DUTIES AND POWERS OF THE ASSOCIATION 14

 5.1 Duties 14

 5.2 Powers..... 16

ARTICLE VI ARCHITECTURAL CONTROL 18

 6.1 Lots Subject to Architectural Controls. 18

 6.2 Purpose of Architectural Controls and Committee..... 19

 6.3 Modifications to Existing Improvements. 19

ARTICLE VII USE RESTRICTIONS 19

 7.1 Use of Lot 19

 7.2 Nuisances 19

 7.3 Parking on Public Streets. 19

 7.4 Parking in Common Open Spaces 19

 7.5 Commercial Activity..... 19

 7.6 Storage 20

 7.7 Signs..... 20

 7.8 Animals..... 20

 7.9 Garbage and Refuse Disposal 20

 7.10 Antennas 20

 7.11 Power Equipment and Car Maintenance..... 20

 7.12 Liability of Owners for Damage to Common Open Space..... 20

 7.13 Leasing of Lots 21

 7.14 Commonly Metered Utilities 21

 7.15 Activities Causing Increase in Insurance Rates 21

 7.16 Temporary Structures..... 21

 7.17 Owner’s Right and Obligation to Maintain and Repair 21

 7.18 Timeshare and Fractional Ownership Prohibition 21

 7.19 High Groundwater Note..... 21

ARTICLE VIII PROJECT DEVELOPMENT REQUIREMENTS 22

 8.1 Driveways 22

 8.2 Driveway Swale Prohibitions 22

 8.3 Kennels 22

 8.4 Fences 22

 8.5 Privacy Screening 22

 8.6 Antennas and Satellite Dishes..... 22

 8.7 Exterior Lighting..... 22

 8.8 Utilities..... 23

 8.9 No Storage Sheds..... 23

 8.10 Temporary Structures..... 23

 8.11 Solid Waste Containers..... 23

 8.12 Recreational Vehicles 23

ARTICLE IX INSURANCE; DAMAGE OR DESTRUCTION; CONDEMNATION..... 23

9.1	<u>Insurance</u>	23
9.2	<u>Damage or Destruction</u>	24
9.3	<u>Condemnation</u>	25
ARTICLE X GENERAL PROVISIONS.....		25
10.1	<u>Enforcement</u>	25
10.2	<u>Invalidity of Any Provision</u>	26
10.3	<u>Term</u>	26
10.4	<u>Amendments</u>	26
10.5	<u>Limitation of Restrictions on Declarant</u>	26
10.6	<u>Termination of Any Responsibility of Declarant</u>	27
10.7	<u>Owners’ Compliance</u>	27
10.8	<u>Notice</u>	28
10.9	<u>No Discrimination</u>	28
10.10	<u>Alternative Dispute Resolution</u>	28
10.11	<u>Number; Gender</u>	28
10.12	<u>Captions</u>	28
10.13	<u>Exhibits</u>	28
10.14	<u>Compliance with FHA, VA, FHLMC or FNMA Requirements</u>	28
10.15	<u>Power of Attorney</u>	28
ARTICLE XI ENFORCEMENT		28
11.1	<u>Priority and Defined Terms</u>	28
11.2	<u>Enforcement and Non-waiver</u>	29
ARTICLE XII SPECIAL DECLARANT RIGHTS		29
12.1	<u>Transfer of Special Declarant Rights</u>	29
12.2	<u>Models, Sales Offices and Management Offices</u>	30
12.3	<u>Construction of Improvements</u>	30
12.4	<u>Other Covenants Prohibited</u>	30
12.5	<u>Master Planned Community</u>	30
12.6	<u>Equal Treatment</u>	30
12.7	<u>Right to Use Common Open Space for Special Events</u>	30
12.8	<u>Amendment</u>	31
ARTICLE XIII REQUIREMENTS OF CITY OF BOZEMAN.....		31

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR FLANDERS MILL SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Flanders Mill Subdivision (“Declaration”) is made this _____ day of January, 2016 by Flanders Mill LLC, a Montana limited liability company (“Declarant”).

WHEREAS, Declarant is the owner of the real property (“Property”) described in Exhibit A and intends to develop the Property in accordance with the provisions set forth herein,

NOW, THEREFORE, Declarant hereby declares that all the real property in the Project shall be developed in accordance with a common scheme and general plan and subject to the following declarations, limitations, easements, restrictions, covenants, and conditions which are imposed as equitable servitudes pursuant to a general plan for the development of the Project for the purpose of enhancing and protecting the value, desirability and attractiveness off the Project as a first-class residential development. These restrictions, covenants, conditions and easements shall run with the Property and be binding on Declarant and its successors and assigns, and on all parties having or acquiring any right, title or interest in or to the Property or any part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below:

1.1 “Flanders Mill Architectural Committee (FMAC)” shall be the committee described in Section 6.3.

1.2 “Articles” shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.

1.3 “Assessment” shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the Project, which is to be paid by each Owner as determined by the Association, and shall include regular and special assessments, and each Owner’s share of Common Expenses.

1.4 “Association” shall mean and refer to the Flanders Mill Homeowners Association, Inc. a Montana non-profit mutual benefit corporation, the Members of which shall be the Owners of Lots in the Project.

1.5 “Board” or “Board of Directors” shall mean and refer to the governing body of the Association.

1.6 “Bylaws” shall mean and refer to the Bylaws of the Association, as amended from time to time.

1.7 “Committee” shall mean and refer to the Flanders Mill Architectural Committee (FMAC).

1.8 “Common Open Space” shall mean and refer to the portions of the Project and all improvements thereon designated from time to time in this Declaration or in any supplemental declaration, which is to be owned by the Association or which is actually owned by the Association. Common Open Spaces within the Project are identified on the subdivision plats.

1.9 “Common Expenses” means and includes the actual and estimated expenses of operating the Common Open Space (and pursuing, implementing, and executing the intent, purposes, business and affairs of the Association) and any reasonable reserve for such purposes as found and determined appropriate by the Board, and all sums designated Common Expenses by or pursuant to this Declaration, the Articles, Bylaws or Rules. Common Expenses shall also include costs and reserves (if appropriate) incurred by the Association in connection with maintaining the Project and any areas at or adjacent to the Project that the Association is otherwise required to maintain as required by City of Bozeman, Montana, or any other governmental agency with jurisdiction thereof. Funds to pay all Common Expenses may be collected as part of Assessments, as provided herein. Common Expenses include street lighting, maintenance and upkeep of the water features and wetlands of the Project, landscaping and maintaining the Common Open Spaces, landscaping and maintaining the streets and medians (including snow removal), maintenance and upkeep of any community center or recreational facility, if any, and all expenses associated with utilities and water for the Common Open Spaces, except for any such facilities or infrastructure maintained by the City of Bozeman.

1.10 “Declarant” shall mean and refer to Flanders Mill, LLC a Montana Limited Liability Company qualified to do business in the State of Montana, and any successor or assign that expressly assumes the rights and duties of the Declarant hereunder in a recorded written document.

1.11 “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Flanders Mill, as amended or supplemented from time to time.

1.12 “Design Regulations and Guidelines” shall mean and refer to the Flanders Mill Subdivision Design Regulations and Guidelines dated _____, 2016, as amended from time to time by Declarant or the Committee.

1.13 “Development Period” shall mean and refer to the period of time during which the Declarant is entitled to exercise Development Rights and Special Declarant Rights. The Development Period commenced at the time the final plat for the first phase was filed and shall terminate on the later of the following to occur: (a) ninety percent (90%) of the Lots in the Project are sold from Declarant to third parties; or (b) seventeen years from the date the final plat for the first phase was filed. Alternatively, Declarant may deliver written notice to the Association that Declarant is voluntarily relinquishing its Development Rights and Special Declarant Rights under this Declaration at any time at Declarant’s sole discretion.

1.14 “Development Rights” shall mean and refer to the rights reserved to the Declarant to (a) submit additional property to be subject to the Declaration; (b) create Lots and Common Area; (c) subdivide Lots or convert Lots into Common Open Space; (d) amend the Design Regulations and

Guidelines; and (e) amend this Declaration, as further set forth in Article XII. Development Rights may be exercised in all or any portion of the Project at any time within the Development Period.

1.15 “Initial Phase” shall mean the Final Plat of Flanders Mill Subdivision, Phase 1, located in Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

1.16 “Lot” or “Residential Lot” shall mean any legally subdivided parcel within the Project which is intended for single-household residential use and the development and maintenance thereon of a Residential Unit as described herein. As used herein, the term “Lot” shall not include Common Open Spaces, Common Open Space Lots, Parks or Tracts which are designated on the Plat Maps. Residential Lots are normally designated as numbered lots on recorded Plat Maps.

1.17 “Member” shall mean and refer to a person entitled to membership in the Association as provided herein, and “Membership” shall refer to such entitlement.

1.18 “Owner” or “Owners” shall mean and refer to the record Owner, whether one or more Persons, of fee simple title to any Lot which is a part of the Project, but excluding those Persons having an interest merely as security for the performance of an obligation. If a Lot is sold under a contract of sale and the contract is recorded, the purchaser, rather than the fee owner, shall be considered the “Owner” from and after the date the Association receives written notice of the recorded contract.

1.19 “Person” means a natural person, a corporation, a partnership, a trust, or other legal entity.

1.20 “Project” shall mean and refer to the property listed on Exhibit A, as modified from time to time and all of the improvements thereon.

1.21 “Project Documents” shall mean and refer to the basic organizational and governance documents of the Association, including the Articles of Incorporation, Bylaws, and this Declaration.

1.22 “Public Park” shall mean and refer to those areas identified on the subdivision plats as Public Parks which have or will be dedicated to and maintained by the City of Bozeman for the use and enjoyment of the general public.

1.23 “Rules” shall mean and refer to the rules adopted from time to time by the Association pursuant to Article V.

1.24 “Special Declarant Rights” shall mean and refer to the rights of Declarant described in Article XII.

1.25 “Unit” or “Residential Unit” shall mean and refer to any single-household residence and related improvements constructed upon a Residential Lot.

**ARTICLE II
DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, CREATION OF PROPERTY
RIGHTS, FUTURE DEVELOPMENT**

2.1 Description of Project. The Project is a development consisting of the property on Exhibit A, including but not limited to, the Common Open Spaces and Public Park, the Residential Lots, the creek and wetlands and all improvements thereon. The Project is intended to be developed in phases. All phases are subject to the terms of this Declaration.

2.2 Application of Declaration to the Project. All of the Property shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with title to the real property subjected to this Declaration. This Declaration shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof

2.3 Easements; Dedication of Common Open Space. Each Lot shall have appurtenant to it as the dominant tenement an easement over all Common Open Space Lots and Common Open Spaces for ingress, egress, use and enjoyment, and for the construction, maintenance, operation and use of utilities, subject to the rights and easements in favor of Declarant as provided herein, and to the following provisions:

A. The right of the Association to discipline Members and to suspend the voting rights of a Member for any period during which any Assessment against his Lot remains unpaid, and for any infraction of the Articles, Bylaws, this Declaration or the Rules, in accordance with the provisions of this Declaration.

B. The right of the Association to dedicate, or transfer all or any part of the Common Open Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by Board of Directors shall be subordinate to the rights of the Members of the Association, and no such dedication, or transfer shall be effective unless an instrument signed or approved by two-thirds of the voting power of the Association.

C. The right of the Association to grant easements under, in, upon, across, over, above or through any portion of the Common Open Space for reasonable purposes, as approved by the Board, which are beneficial to the Association or the Project or the development of it.

D. Easements for work and activities necessary to complete construction, development and marketing of the Project, including all parcels annexed or to be annexed, as more particularly described in section 2.7.

The foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not unreasonably interfere with the use, occupancy or enjoyment of all or any material part of the Lot servient to them or to which they are appurtenant.

2.4 Easements to Accompany Conveyance of Lot. Easements that benefit or burden any Lot shall be appurtenant to that Lot and shall automatically accompany the conveyance of such Lot, even though the description in the instrument of conveyance may refer only to the fee title to the Lot.

2.5 Delegation of Use. Any Owner may delegate, in accordance with the Rules, his or her right of enjoyment to the Common Open Space and facilities to the members of his or her household, guests, tenants, or contract purchasers, who occupy such Owner's Lot.

2.6 Conveyance of Common Open Space to Association; Reservations of Easements. On or before conveyance of title to the last Lot in a particular phase of the Project, Declarant shall convey the Common Open Space in that phase to the Association to be held for the benefit of the Members of the Association and Public. Whenever any Common Open Space is conveyed by Declarant to the Association, an easement is automatically reserved (whether or not expressed in the conveyance document) over, under and through such Common Open Space for the benefit of remaining portions of the Property that have not yet been conveyed, for ingress, egress, access and all utilities and similar appurtenances, and for the construction, marketing and sale of Lots and/or improvements on such remaining portions of the Annexed Property. Use of such portions of the Property shall be subject to the obligation to pay an equitable share of regular and special Assessments as provided in Article IV.

2.7 Owners' Rights and Easements for Utilities. The rights and duties of the Owners of Lots within the Project with respect to sewer, drainage, water, irrigation water, electric, gas, television and telephone equipment, cables and lines (collectively "utility facilities") shall be as follows:

A. Whenever utility facilities are installed within the Project, which utility facilities or any portion thereof lie in or upon a Lot or Lots owned by other than the Owner of a Lot served by said utility facilities, the Owners of any Lots served by such utility facilities shall have the right of reasonable access for themselves or for utility companies or providers to repair, to replace and generally maintain said utility facilities as and when the same may be necessary, due to failure or inability of the Board to take timely action to make such repairs or perform such maintenance.

B. Whenever utility facilities are installed within the Project which serve more than one Lot, the Owner of each Lot served by said utility facilities shall be entitled to the full use and enjoyment of such portions of said utility facilities as service his Lot.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of said utility facilities, or with respect to the sharing of the cost thereof, then, upon written request of one (1) Owner addressed to the other Owner(s), the matter shall be submitted first to the Board for mediation, and thereafter, if the dispute remains unresolved, to binding arbitration pursuant to the rules of the American Arbitration Association.

2.8 Annexation of Additional Property. Declarant reserves the right from time to time to add additional property ("Annexed Property") to the Project. This right is irrevocable. Declarant shall not be required to add such additional lands to the Project and Declarant may add a portion or all thereof at Declarant's discretion. Declarant reserves an easement through the Common Elements herein described for access, ingress and egress, and for utility and service lines, and the hookup to existing access and utility and service lines. The manner of subjecting the Annexed Property to this Declaration shall be accomplished by the filing of record in the office of the County Clerk and Recorder for Gallatin County an amendment to the legal description of the lands covered by this Declaration. Any Annexed Property shall be deemed annexed to the Project and made subject to the Declaration and the jurisdiction of the Association, and shall be held, sold, leased, transferred, occupied and conveyed subject to the terms, provisions, covenants, conditions, restrictions, reservations and easements of this Declaration. The right

of unilateral annexation provided for in this paragraph constitutes a covenant running with the land, and is as such enforceable by any successor or assignee of Declarant who acquires any part of the Annexed Property, and who assumes the role of Declarant.

2.9 Party Walls:

A. General Rules of Law to Apply: Each wall (or fence) that is built as part of original construction, is located on the boundary line with an adjacent Lot and either is used in common with the adjacent Lot or abuts against a similar wall on the adjacent Lot shall constitute a party wall. To the extent not inconsistent with this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Sharing of Repair and Maintenance: The cost of reasonable repairs and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

C. Destruction by Fire or Other Casualty: 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; provided, however, that the Owner or Owners whose negligent act or omission proximately caused the damage or destruction shall ultimately be responsible for such restoration.

D. Weatherproofing: Notwithstanding any other provisions of this Article, 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.

E. Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

F. Arbitration: In the event of any dispute arising concerning a party wall, or concerning the provisions of this section, upon written request of one Owner addressed to the other Owner, the matter shall be submitted first to the Board of Directors for mediation, and thereafter, if the dispute remains unresolved, to binding arbitration pursuant to the rules of the American Arbitration Association.

G. Easement for Maintenance. Each owner who shares a party wall with another owner shall have an easement on the other owners' property for the sole purpose of access to perform maintenance or repairs to the party wall with such rights only to be exercised upon reasonable notice to the other party and only to the minimum extent necessary to perform such maintenance or repair.

2.10 Maintenance Easement. An easement over each Lot as the servient tenement is reserved by Declarant in favor of each other Lot as the dominant tenement, and in favor of the Association, for the purpose of allowing the Association's agents the right, but not the obligation, to enter the Lot to perform such maintenance, if any, as the Association may do in accordance with the provisions of this Declaration.

2.11 Drainage Easements. An easement over and under each Lot as the servient tenement is reserved by Declarant in favor of each other Lot and the Association for the purpose of allowing the Association's agents the right, but not the obligation, to enter the Lot to maintain that portion of any storm drainage system located thereon. No Owner or occupant shall commit any act that would interfere with the operation of any drainage system (including drainage swales) installed on the Owner's Lot. The Owner shall maintain the system free of debris and other obstacles at all times. Reciprocal appurtenant easements between each Lot and the Common Open Space and between adjoining Lots are reserved for the flow of water in the storm drainage system.

2.12 Other Easements. The Common Open Space and each Lot are subject to all easements, dedications, and rights of way granted or reserved in, on, over and under the Project as shown on any Plat Map for the Project, and as otherwise provided or contemplated in this Declaration.

2.13 Rights of Entry and Use. The Lots and Common Open Space shall be subject to the following rights of entry and use:

A. The right, but not the obligation, of the Association's agents to enter any Lot to cure any violation of this Declaration, the Articles, Bylaws or Rules, provided that the Owner has received notice and a hearing as required by the Bylaws (except in the case of an emergency) and the Owner has failed to cure the violation or take steps necessary to cure the violation within thirty (30) days after the finding of a violation by the Association;

B. The access rights of the Association to perform maintenance as provided in Section 5.2E;

C. The easements described in this Article II;

D. The right of the Association's agents to enter any Lot to perform maintenance to the extent described herein; and

E. The rights and easements of the Declarant during construction and sales as described in herein.

2.14 Partition of Common Open Space. Unless approved in writing by Declarant, prior to the end of the Development Period, there shall be no subdivision or partition of the Common Open Space, nor shall any Owner seek any partition or subdivision thereof. Nothing herein shall be construed to prohibit partition of a joint tenancy or co-tenancy in any Residential Lot.

2.15 No Subdivision of Lots. There shall be no further division of any Residential Lot without written approval of Declarant and the Board, which approval may be withheld or conditioned in the discretion of Declarant and the Board, and which approval would be subject to the Laws of the State of Montana and Gallatin County.

2.16 No View Rights. This Declaration is not intended and shall not in any way confer or grant (or be construed to confer or grant) to any Residential Lot or Residential Unit or the Owner thereof any right to the maintenance of any view, viewscape or scenic corridor or area. Each Owner, by acceptance of a deed to his or her Lot, acknowledges and agrees that no representations or warranties have been made concerning any view, present or future, that may be enjoyed from all or any portion of

the Project or such Owner's Lot or Unit, and that the same may change and/or be affected or obstructed by construction or installation of improvements, structures, fences, walls and/or landscaping by Declarant or other owners of property within or outside the Project and/or the growth of trees, landscaping and/or vegetation within or outside the Project. This Declaration does not contain any provisions intended to protect the view from any Lot or Unit or any other portion of the Project.

2.17 All Easements Part of Common Plan. Whenever any easements are reserved or created herein, such easements shall constitute equitable servitudes for the mutual benefit of all property in the Project, even if only certain Lots are specifically mentioned as subject to or benefiting from a particular easement, and when easements referred to herein are subsequently created or reserved by deeds or conveyances, such easements are to be considered to be part of the common plan created by this Declaration for the benefit of all property Owners within the Project.

2.18 Future Development. If developed as currently planned, at full completion the Project will contain 292 lots (individually a "Lot" and collectively the "Lots") intended for single-household residential use, 18 Townhome Units, 16 Auxiliary Dwelling Units, approximately 5.42 acres of R-4 Multi-Household Apartments, and 4.4 acres of PLI (Public Lands Institutional) and all related Common Open Spaces, and Tracts for the construction of common use facilities to serve the Project. Declarant reserves the right to make changes to future phases of the Project and, while Declarant intends and expects to complete the Project, nothing herein creates an obligation on the Declarant to develop future phases.

ARTICLE III ASSOCIATION ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 Association to Own and Manage Common Open Spaces. The Association shall own and manage the Common Open Space in accordance with the provisions of this Declaration, the Articles, Bylaws and Rules. Declarant shall provide Common Open Space noxious weed control, litter removal and implementation of the "Riparian Management Plan" (Exhibit C) until the Association accepts maintenance responsibility.

3.2 Membership. The Owner of a Lot shall automatically upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, and consents to such membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership shall be held in accordance with this Declaration, the Articles, Bylaws and Rules. Declarant shall be a Member of the Association for all Lots owned by Declarant and all parcels designated in the Master Plan to become Lots in the future.

3.3 Transferred Membership. Membership in the Association shall not be transferred, encumbered, pledged, or alienated in any way, except upon the sale or transfer of the Lot to which it is appurtenant, and then only to the purchaser, in the case of a sale, or to a Mortgagee that has foreclosed or received a deed in lieu of foreclosure, in the case of an encumbrance. On any transfer of title to an Owner's Lot, Membership shall automatically pass with such transfer. A Mortgagee shall not have Membership rights until it obtains title to the Lot through foreclosure or deed in lieu thereof. Any

attempt to make a prohibited transfer is void. No Member may resign his Membership. On receipt of notice of a transfer, the Association shall record the transfer on its books.

3.4 Membership Voting Rights. There shall be two classes of voting rights.

A. Class A. Class A members shall be the owners of the single-household and townhouse lots. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be Members, but no more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves.

B. Class B. Class B members shall be the owners of the multi-household lots. Class B members shall be entitled to one (1) vote for every ten (10) units constructed on a Lot. When more than one person holds an ownership interest in any Lot, all such persons shall be Members, but no more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves.

3.5 Association Operation. The Association shall be governed and operated by a Board of Directors consistent with this Declaration and the Association's Articles of Incorporation and Bylaws. Declarant shall have the right to appoint all members of the Board of Directors until such time as the Development Period terminates or Declarant voluntarily relinquishes control at an earlier date as provided herein. After the Development Period, Declarant shall transition the governance of the Association via the Board of Directors to the other Owners who shall elect the Board in the manner provided in the Bylaws.

ARTICLE IV MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Subject to the exception for Declarant as provided in Section 4.7, each Owner of any Lot by acceptance of a deed or conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, covenants and agrees:

(1) to pay to the Association regular and special Assessments, to be established and collected as hereinafter provided; and

(2) to allow the Association to enforce any Assessment lien established hereunder by non-judicial proceedings under a power of sale or by any other means authorized by law.

The regular and special Assessments, together with interest, late charges, collection costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made, the lien to become effective upon recordation of a notice of delinquent Assessment. Each such Assessment, together with interest, late charges, collection costs, and reasonable attorneys' fees, shall also be the personal obligation (joint and several) of each Person who was the Owner of such property at the time when the Assessment fell due. No Owner of a Lot may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Open Spaces or by the abandonment of his Lot.

The interest of any Owner in the amounts paid pursuant to any Assessment upon the transfer of ownership shall pass to the new Owner. Upon the termination of these covenants for any reason, any amounts remaining from the collection of such Assessments after paying all amounts properly charged against such Assessments shall be distributed to the then Owners on the same pro rata basis on which the Assessments were collected.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used to pay Common Expenses, to promote the economic interests, recreation, health, safety and welfare of Owners in the Project, and to enable the Association to perform its obligations hereunder.

4.3 Assessments:

A. Regular Assessments: The Board shall annually establish and levy regular Assessments in an amount that the Board estimates will be sufficient to raise the funds needed to pay Common Expenses and perform the duties of the Association during each fiscal year. The regular Assessments shall include a portion for reserves in such amounts as the Board in its discretion considers appropriate to meet the costs of the future repair, replacement or additions to the major improvements and fixtures that the Association is obligated to maintain and repair. Reserve funds shall be deposited in a separate account and the signatures of at least two (2) Persons, who shall either be Members of the Board or one officer who is not a Member of the Board and one Member of the Board, shall be required to withdraw monies from the reserve account. Except to the limited extent otherwise provided herein, reserve funds may not be expended for any purpose other than repairing, restoring, maintaining or replacing the major components that the Association is obligated to maintain without the consent of Owners holding a majority of the voting power either at a duly held meeting or by written ballot.

B. Special Assessments: The Board may at any time levy a special assessment in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate. Special Assessments shall be allocated among the Lots in the same manner as regular Assessments, except in the case of an Assessment levied by the Board against a Member to reimburse the Association for costs incurred in bringing the Member and his Lot into compliance with provisions of the Project Documents.

4.4 Restrictions on Increases in Regular and Special Assessments. The Board may not impose a regular Assessment on any Lot which is more than twenty percent (20%) greater than the regular Assessment for the immediate preceding fiscal year, or levy a special Assessment to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceeds ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of Members casting a majority of the votes at a meeting of the Association at which a quorum is present. Any meeting of the Association for purposes of complying with this section 4.4 shall be conducted in accordance with the Montana Non-Profit Corporation Act. The Board may increase regular Assessments by more than twenty percent (20%) over the regular Assessment for the immediate preceding fiscal year only if the Board has complied with the provisions set forth in the Bylaws and this Declaration.

Notwithstanding the foregoing, the Board, without Membership approval, may increase regular Assessments or levy special Assessments necessary for an emergency situation. For purposes of this section, an emergency situation is one of the following:

- (1) an extraordinary expense required by an order of a court;
- (2) an extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible where a threat to personal safety on the Project is discovered;
or
- (3) an extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget, provided, however that prior to the imposition or collection of the Assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process and the resolution shall be distributed to the Members with the notice off the Assessment.

The Association shall provide by first-class mail or electronic means if permitted via the Bylaws and the Montana Nonprofit Corporations Act notice to Owners of any increase in the regular or special Assessments of the Association not less than thirty (30) nor more than Sixty (60) days prior to the increased Assessment becoming due.

4.5 Notice and Quorum for Action Authorized Under Section 4.4. Any action authorized under section 4.4, which requires a vote of the Membership, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than sixty (60) days in advance of the meeting, specifying the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. The action may also be taken without a meeting pursuant to the provisions of the Bylaws.

4.6 Division of Assessments. All Assessments, both regular and special, shall be levied equally among the Lots, except that all townhouse lots shall pay assessments at a rate which equals 70% of the assessment allocated to a single-household lot and multi-household lots shall pay assessments at a rate of 30% of the assessment allocated to a single-household lot multiplied by the number of units constructed on such multi-household lot. Regular Assessments shall be collected on a monthly basis unless the Board directs otherwise. Special Assessments may be collected in one payment or periodically as the Board shall direct.

4.7 Date of Commencement of Regular Assessment; Due Dates. The regular Assessments provided for herein shall commence as to each Lot in the Initial Phase on the first day of the month following the conveyance from Declarant of the Lot to an Owner in the Initial Phase. In subsequent phases, the regular Assessments against each Lot in each phase shall commence on the first day of the month following the conveyance from Declarant of the Lot to an Owner in such phase. However, in no case shall any Lot owned by the Declarant be subject to any assessment, whether Regular Assessment or Special Assessment, at any time while owned by Declarant. As Lots in each phase become subject to Assessments, the Board shall determine whether the amount of regular Assessments payable by all Owners will change and, if so, the amount of such change, and the Board shall then send out revised Assessment notices as appropriate. Subject to the provisions of section 4.3, the Board of Directors shall use its best efforts to fix the amount of the regular Assessments against each Lot and send written notice thereof to every Owner at least forty-five (45) days in advance of each fiscal year, provided that failure to comply with the foregoing shall not affect the validity of any Assessment levied by the Board. The

due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether the Assessments on a specified Lot have been paid. Such a certificate shall be conclusive evidence of such payment.

4.8 Effect of Nonpayment of Assessments. Any Assessment not paid within fifteen (15) days after the due date shall be delinquent, shall bear interest at the rate of ten percent (10%) per annum from thirty (30) days after the due date until paid, and shall incur a late payment penalty in an amount to be set by the Board from time to time, such interest and penalties not to exceed the maximum permitted under Montana law.

4.9 Transfer of Lot, by Sale or Foreclosure. Sale, transfer or foreclosure of any Lot shall not affect the Assessment lien. If a Lot is transferred, both the grantee and the grantor shall remain liable to the Association for all unpaid Assessments against the Lot through and including the date of the transfer. The grantee shall be entitled to a statement from the Association, dated as of the date of transfer, setting forth the amount of the unpaid Assessments against the Lot to be transferred and the Lot shall not be subject to a lien for unpaid Assessments in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any Assessments that become due after the date of the transfer.

4.10 Priorities; Enforcement; Remedies.

(a) If an Owner fails to pay an Assessment when due, the Association has the right, and option, to bring legal action against the Owner to enforce collection of the unpaid and past-due Assessment, or may impose a lien on the Lot owned by Owner, or both. Suit to recover a money judgment for unpaid Assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. Before the Association may place a lien upon a Lot, the Association shall notify the Owner in writing by certified mail of the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the Owner, including the principal owed, any late charges, and the method of collection, any attorneys' fees, and the collection practices used by the Association, including the right of the Association to the reasonable costs of collection. The Association may record a notice of delinquent Assessment and establish a lien against the Lot of the delinquent Owner prior and superior to all other liens except (1) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto, and (2) the prior lien or charge of any Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority over other Mortgages or deeds of trust) made in good faith and for value. The notice of delinquent Assessment shall state the amount of the Assessment, collection costs, attorney's fees, late charges and interest, a description of the Lot against which the Assessment and other sums are levied, the name of the record owner, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or any management agent retained by the Association and shall be mailed in the manner required under Montana law to all record owners of the Lot no later than 10 days after recordation.

(b) After the expiration of thirty days following the recordation of the lien, an Assessment lien may be enforced in any manner permitted by law, including sale by the court or sale by the trustee designated in the notice of delinquent Assessment. Any sale by the trustee shall be conducted in accordance with the provisions of Montana law applicable to the exercise of powers of sale in Mortgages and deeds of trust, or in any other manner permitted by law. Nothing herein shall preclude

the Association from bringing an action directly against an Owner for breach of the personal obligation to pay Assessments.

(c) The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

(d) The Board may temporarily suspend the voting rights of a Member who is in default in payment of any Assessment, after notice and hearing, as provided in the Bylaws.

(e) To the extent allowed under Montana law, the Association may file a lien against a Lot for fines and penalties for violation of restrictions, as well as monetary penalties imposed by the Association to reimburse the Association for costs incurred for repair of damage to Common Open Space or facilities for which the Owner, or guests or tenants of an Owner, were responsible.

(f) The Association is not empowered to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his Lot on account of the failure by the Owner to comply with provisions of the Project Documents or Rules, except by judgment of a court or a decision arising out of binding arbitration or on account of a foreclosure or sale under power of sale for failure of the Owner to pay Assessments duly levied by the Association.

(g) Each Owner waives, to the maximum extent permitted by law, the benefit of any Montana homestead or exemption laws in effect when any Assessment or installment becomes delinquent or a lien is imposed.

4.11 Unallocated Taxes. In the event that any taxes are assessed against the Common Open Space, or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under the provisions of section 4.1 and, if necessary, a special Assessment may be levied against the Lots in an amount equal to said taxes, to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

ARTICLE V DUTIES AND POWERS OF THE ASSOCIATION

5.1 Duties. In addition to the duties enumerated in the Articles and Bylaws, or elsewhere provided for in this Declaration, and without limiting the generality thereof, the Association, acting through its Board of Directors, shall perform the following duties:

A. Maintenance: The Association shall maintain and repair the Common Open Space, all improvements and landscaping thereon, all mitigation areas, and all property owned by the Association, including but not limited to the landscaping, Riparian Areas, and water features contained within the Common Open Space. The Association shall also pay all Common Expenses, as defined herein which will include but not be limited to Trail maintenance, Common Open Space maintenance, irrigation water for Common Open Spaces, snow removal on streets, and Trails, and arrange for the maintenance of all areas for which Common Expenses are payable (but not for any streets, driveways or parking areas within the multi-household lots which shall be the sole responsibility of the owners of such lots). In all instances, all facilities and improvements which are required to be installed pursuant to the final plat approvals by the City of Bozeman must be maintained in good condition in accordance with Section 38.38 of the Bozeman Municipal Code.

The responsibility of the Association for maintenance and repair described above shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or omission of any Owner, or his guest, tenant, invitee or pet. Any such repairs or replacements not covered by insurance carried by the Association shall be made by the responsible Owner, provided the Board approves the Person or entity actually making the repairs and the method of repair. If the responsible Owner fails to take the necessary steps to make the repairs within a reasonable time under the circumstances, the Association shall cause the repairs to be made and charge the cost thereof to the responsible Owner, which costs shall bear interest at the rate of ten percent (10%) per annum (but no greater than the maximum rate allowed by law) until paid in full. If such repair is covered by the insurance carried by the Association, the Association shall be responsible for making the repairs, and the responsible Owner shall pay any deductible pursuant to the insurance policy. If the Owner fails to make such payment, then the Association may make such payment and shall charge the responsible Owner, which charge shall bear interest at the rate of ten percent (10%) per annum (but no greater than the maximum rate allowed by law) until paid in full. If the Owner disputes the charge, the Owner shall be entitled to a notice and a hearing as provided in the Bylaws before the charge may be collected.

B. Owners shall be responsible for keeping their Lots in good maintenance and repair. If the responsible Owner fails to take the necessary steps to keep its Lot in good repair and well maintained, make the repairs within a reasonable time under the circumstances, but no more than 90 days, the Association shall cause the repairs to be made and charge the cost thereof to the responsible Owner, which costs shall bear interest at the rate of ten percent (10%) per annum (but no greater than the maximum rate allowed by law) until paid in full. If such repair is covered by the insurance carried by the Association, the Association shall be responsible for making the repairs, and the responsible Owner shall pay any deductible pursuant to the insurance policy. If the Owner fails to make such payment, then the Association may make such payment and shall charge the responsible Owner, which charge shall bear interest at the rate of ten percent (10%) per annum (but no greater than the maximum rate allowed by law) until paid in full. Insurance: The Association shall obtain and maintain such policy or policies of insurance as are required by section 9.1 of this Declaration.

C. Discharge of Liens: The Association shall discharge by payment, if necessary, any lien against the Common Open Space and charge the cost thereof to the Member or Members responsible for the existence of the lien after notice and hearing as provided in the Declaration.

D. Assessments: The Association shall fix, levy, collect and enforce Assessments as set forth in Article IV hereof.

E. Payment of Expenses and Taxes: The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, assessments and governmental charges levied or imposed upon, or which are or may become a lien against, the property of the Association.

F. Enforcement: The Association shall be responsible for the enforcement of this Declaration, the Articles, Bylaws and Rules. In the event an Owner fails to comply with any Project Documents, the Association has the right to enter upon such Owner's Lot, remedy the lack of compliance and assess the costs incurred by the Association to such Owner.

G. Operation of Common Open Space and Creation of Rules: The Association shall maintain and operate the Common Open Space of the Project in accordance with all applicable municipal, state, and federal laws, statutes and ordinances, as the case may be. The Association shall also, as a separate and distinct responsibility, exert reasonable efforts to endeavor to ensure that third parties (including Owners and their guests) utilize the Common Open Space in accordance with the aforementioned regulations. The Association shall, when it becomes aware of any violation of the aforementioned regulations, endeavor to expeditiously correct such violations,

H. Inspection and Maintenance Guidelines: The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Open Space improvements and landscaping and any other improvements outside the Common Open Space which the Association has the responsibility to maintain. The Board periodically and at least once every two years shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines.

I. Preparation of Financial Documents: The Board shall cause the preparation of budgets and financial statements as required by the Bylaws.

5.2 Powers. In addition to the powers enumerated in the Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the following powers:

A. Utility Service: The Association shall have the authority (but not the obligation) to obtain, for the benefit of all of the Owners, all utilities and utility services including, without limitation, water, sewer, gas, electric service, refuse collection and cable access television.

B. Easements: The Association shall have the right to grant easements under, in, upon, across, over, above or through any portion of the Common Open Space for reasonable purposes, as approved by the Board, which are beneficial to the Association or the Project or the development of same.

C. Manager: The Association may employ a manager or other Persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, except for the responsibility to levy fines, impose discipline, hold hearings, file suit, record or foreclose liens, or make capital expenditures.

D. Adoption of Rules: The Board shall have the right to adopt, promulgate and enforce reasonable rules and regulations ("Rules"), not in conflict or inconsistent with this Declaration relating to the Project and all aspects thereof including, without limitation, the operation, maintenance, use and enjoyment of the Project, the Common Open Spaces and individual Lots. It is the intent of this section that the Board have broad discretion with respect to the Rules and that the Board's authority in this regard be construed liberally in order to effectuate the objectives of the Board with respect to the Rules. In general, the objectives of the Board should be to promote and enhance the Project, its attractiveness and economic viability, and provide for the orderly operation, maintenance, repair and upkeep of the Project, including procedures relating to the conduct of Association business. Written copies of such Rules and any schedule of fines and penalties adopted by the Board shall be furnished to Owners. Anything contained herein to the contrary notwithstanding, until ninety percent (90%) of the

Lots planned for the overall Project (including subsequently planned phases), the adoption or amendment of any Rules shall require the consent of Declarant.

E. Access: For the purpose of performing construction, maintenance or emergency repair for the benefit of the Common Open Space or the Owners in common and/or to perform maintenance work which the Lot Owner has failed to perform as provided herein, the Association's agents or employees shall have the right, after reasonable notice to the Owner thereof, to enter any Lot at reasonable hours and at any necessary time in the event of an emergency. Such entry shall be made with as little inconvenience to the Owner as practicable and, except as otherwise provided herein, any damage caused thereby shall be repaired by the Board at the expense of the Association.

F. Assessments, Liens, Penalties, and Fines: The Board shall have the power to levy and collect Assessments in accordance with the provisions of Article IV hereof. The Association may impose fines or take disciplinary action against any Owner for failure to pay Assessments or for violation of any provision of the Project Documents and the unrecorded Rules adopted by the Board or the Association. Penalties may include but are not limited to fines, temporary suspension of voting rights, rights to the use of recreational facilities (except those open to members of the public), if any, or other appropriate discipline, provided the Member is given notice and a hearing as provided in the Bylaws before the imposition of any fine or disciplinary action. The Board shall have the power to adopt a schedule of reasonable fines and penalties for violations of the terms of this Declaration, and for violations of any Rules adopted pursuant to section 5.2D. The penalties prescribed may include suspension of all rights and privileges of Membership; provided, however, that suspension for failure to pay Assessments shall be for a maximum period of thirty (30) days, renewable by the Board for an additional thirty (30) day period or periods until paid; and provided further that suspension for infraction of Rules or violation of this Declaration, other than for failure to pay Assessments, shall be limited to a maximum period of thirty (30) days per infraction or violation, and shall be imposed only after a hearing before the Board. The Board may extend said period for an additional period or periods in the case of a continuing infraction or violation, and no hearing need be held for such extension. Written copies of Rules and the schedule of penalties shall be furnished to Owners. The Board shall assess fines and penalties and shall enforce such Assessments as appropriate under applicable law.

G. Enforcement: The Board shall have the power to enforce this Declaration, the Articles, Bylaws and Rules.

H. Acquisition and Disposition of Property: The Board shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association. Except to the extent authorized herein, any transfer of fee title to Association property shall be by document signed or approved by two-thirds (2/3) of the total voting power of the Members of the Association.

I. Contracts: The Board shall have the power to contract for goods and/or services for the Project including Common Open Spaces subject to limitations set forth in the Bylaws, or elsewhere herein.

J. Delegation: The Association, the Board, and the officers of the Association shall have the power to delegate their authority and powers to committees, officers or employees of the

Association, or to a manager employed by the Association, provided that the Board shall not delegate its responsibility:

- (1) To make expenditures for capital additions or improvements chargeable against the reserve funds;
- (2) To conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration, Bylaws or Rules promulgated by the Board;
- (3) To make a decision to levy monetary fines, impose special Assessments against individual Lots, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline;
- (4) To make a decision to levy regular or special Assessments; and
- (5) To make a decision to bring suit, record a claim of lien or institute Foreclosure proceedings for default in payment of Assessments.

K. Appointment of Trustee: The Association, or the Board acting on behalf of the Association, has the power to appoint or designate a trustee to enforce Assessment liens by sale as provided in section 4.10.

L. Litigation/Arbitration: Subject to the terms and provisions of Article X, the Association shall have the power to institute, defend, settle or intervene in litigation, arbitration, mediation or administrative proceedings in matters pertaining to (A) enforcement of the Project Documents, (B) damage to the Common Open Spaces, (C) damage to the separate interests which the Association is obligated to maintain or repair, or (D) damage to the separate interests which arises out of or is integrally related to damage to the Common Open Spaces or separate interests that the Association is obligated to maintain or repair.

M. Other Powers: In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under Montana law.

ARTICLE VI ARCHITECTURAL CONTROL

6.1 Lots Subject to Architectural Controls. All Lots are subject to architectural review to determine compliance with the Design Regulations and Guidelines, the Declaration and the other Project Documents. No structure shall be placed, erected, or installed upon any Lot, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Declaration and approval of the Flanders Mill Architectural Committee (FMAC) ("Committee"); provided, however, that homes constructed by and for Declarant do not require Committee approval. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the Committee for review in accordance with the Design Regulations and Guidelines.

6.2 Purpose of Architectural Controls and Committee. The purpose and intent of this Article VI and the Design Regulations and Guidelines (Exhibit D) is to empower the Declarant to preserve property values within the Project. Until the end of the Development Period, the Declarant shall act as the FMAC, but may delegate that authority to the Association and a separately created Committee. A copy of the Design Regulations and Guidelines are attached, but owners should check with the FMAC for any updated versions. To the extent any building or landscape design provisions in this Declaration conflict with the Design Regulations and Guidelines, the Design Regulations and Guidelines shall control.

6.3 Modifications to Existing Improvements. Any Owner may remodel, paint or redecorate the interior of structures on his or her Lot without approval. Modifications to the exterior of a structure (and the interior of screened porches, patios, and similar portions of a structure visible from outside the structure on a Lot) shall be subject to review by the FMAC. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to repair or rebuild in accordance with originally approved plans and specifications.

ARTICLE VII USE RESTRICTIONS

In addition to all of the covenants, conditions and restrictions contained herein, the use of the Project and each Lot therein is subject to the following:

7.1 Use of Lot. Lots in the Project shall be used for purposes of constructing and maintaining single-household residential units and purposes reasonably incidental thereto and for no other purposes, except for those lots specifically designated for multi-household structures which may only be used for residential, multi-household uses, and shall be used and maintained in compliance with this Declaration, the Articles, Bylaws and Rules. Use of Lots shall at all times be in compliance with the conditions of approval of the Project by City of Bozeman, Montana, and any applicable regulations of the City of Bozeman, including the Unified Development Ordinance.

7.2 Nuisances. No noxious, illegal, or seriously offensive (to a reasonable Person) activities shall be carried on upon any Lot, or in any part of the Project, nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners or his respective Lot.

7.3 Parking on Public Streets. Parking on public streets within the Project is subject to the provisions of Chapter 34 of the Bozeman Municipal Code, as may be amended from time to time.

7.4 Parking in Common Open Spaces. Parking of vehicles (recreational, transportation or otherwise) shall be allowed on the Common Open Space only in designated areas and in compliance with the Rules and this Declaration.

7.5 Commercial Activity. No business, professional or commercial activity shall be conducted on any Lot, except for Declarant's activities in connection with development of the Project and marketing and sales of the Lots as provided or contemplated herein. Nothing in this section is intended to restrict or prohibit Owners from using portions of their homes or units for home offices and related purposes such as operations of personal computers, the internet and similar equipment and facilities, so long as such activities do not materially increase the volume of vehicular traffic into the

Project, are conducted within the home or unit, and there are no signs or other indications of home-based business activities occurring on the premises.

7.6 Storage. No machinery, equipment, trailer, boats, recreational vehicles or other personal property shall be stored on the Common Open Space or Lots except in compliance with the Rules and this Declaration.

7.7 Signs. No signs shall be displayed to the public view on any Lot or on any portion of the Project except such signs as are allowed by the Rules and this Declaration. This provision shall not apply to Declarant.

7.8 Animals. No animals, pets or insects of any kind shall be raised, bred, or kept on any Lot or in the Common Open Space except that no more than three (3) usual and ordinary household pets such as dogs or cats provided they are not kept, bred, or maintained for any commercial purposes, and are kept under reasonable control at all times. No dangerous or poisonous animals, pets or insects of any kind shall be allowed in the Project. No pets shall be allowed in the Common Open Space except as may be permitted by Rules which shall include, without limitation, the requirement that such pets be maintained under control. After making a reasonable attempt to notify the Owner, the Board may cause any pet found within the Common Open Space in violation of the Rules or this Declaration to be removed to a pound or animal shelter under the jurisdiction of the city or county, by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, repossess the pet. Owners shall prevent their pets from soiling the Common Open Space or other's property and shall promptly clean up any mess left by their pets. Owners shall be fully responsible for any damage caused by their pets.

7.9 Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste must be kept in appropriate containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall be screened from view of neighboring Lots, Common Open Spaces and streets. No toxic or hazardous materials shall be disposed of within the Project by dumping in the garbage containers or down the drains, or otherwise.

7.10 Antennas. Antennas shall be authorized on Lots for purposes of transmitting or receiving radio, video, television and related signals, to the extent allowed by the Rules and approved by the Committee.

7.11 Power Equipment and Car Maintenance. No offensive power equipment, hobby shops, or recreational vehicle, truck, car, motorcycle or boat maintenance (other than emergency work) or similar maintenance shall be conducted or stored outside of a garage. The Association shall have sole discretion in determining what constitutes "offensive" under this Section 7.11; provided however, the Association recognizes that the reasonable use of lawnmowers, string trimmers, power washers and other power tools that are operated in the normal course of conducting maintenance and repair of the grounds and structures on a Lot at reasonable hours are not offensive. All hazardous waste shall be disposed of properly by each Owner.

7.12 Liability of Owners for Damage to Common Open Space. The Owner of each Lot shall be liable to the Association for all damage to the Common Open Space improvements (including

landscaping) caused by such Owner, his agents, employees, guests, invitees or pets, except for that portion of damage covered by insurance carried by the Association. The responsible Owner shall be charged with the cost of repairing such damage (including interest thereon) as described in section 5.1A.

7.13 Leasing of Lots. No Owner shall be permitted to lease his Unit for any period less than one hundred eighty (180) days. Any lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, the Bylaws and the Rules, and any failure of the tenant to comply with the foregoing shall be a default under the lease, regardless of whether the lease so provides. In the event of such a default, the Owner immediately shall take all action to cure the default including, if necessary, eviction of the tenant. All Owners leasing their Lots shall promptly notify the Secretary of the Association in writing of the names of all tenants and Members of tenant's household occupying such Lot and of the address and telephone number where the tenant and such Owner can be reached. Owners remain fully responsible for any Lessee's non-compliance with the Declaration, Bylaws and Rules.

7.14 Commonly Metered Utilities. The Board may establish restrictions regarding the individual use of any utility on a common meter, if any, and may impose reasonable charges for the individual use thereof.

7.15 Activities Causing Increase in Insurance Rates. Nothing shall be done or kept on any Lot or in any improvements constructed thereon, or in the Common Open Space, which will increase any applicable rate of insurance or which will result in the cancellation of insurance on any Lot or any part of the Common Open Space, or which would be in violation of any law.

7.16 Temporary Structures. No structure, facility or appurtenance of a temporary character shall be placed upon any Lot except in accordance with the Rules.

7.17 Owner's Right and Obligation to Maintain and Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Unit and Lot and all improvements and lawn and landscaping thereon, including snow removal, keeping the same in good condition. In the event an Owner of any Lot shall fail to so maintain his Lot, the Association's agents may, after notice and a hearing as provided in the Bylaws, enter the Lot and perform the necessary maintenance. The cost of such maintenance shall immediately be paid to the Association by the Owner of such Lot, together with interest at the rate of twelve percent (12%) per annum (but not to exceed the maximum interest rate authorized by law) from the date the cost was incurred by the Association until the date the cost is paid by the Owner.

7.18 Timeshare and Fractional Ownership Prohibition. No Lot or Lots or any portion thereof in the Project shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time sharing or fractional agreement, plan, program or arrangement, including, without limitation, any so called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. This section shall not be construed to limit the personal use of any Lot or any portion thereof in the Project by any Owner or his or her social or familial guests.

7.19 High Groundwater Note. Owners are hereby informed that areas of high groundwater and outside shallow flooding areas may exist within the Project.

It is recommended that Owners consult with a qualified Consulting Professional Engineer licensed in the State of Montana prior to initiating construction of full or partial basements in order to

determine if groundwater could impact the planned structure and what mitigation actions might be taken.

ARTICLE VIII PROJECT DEVELOPMENT REQUIREMENTS

In addition to the Design Regulations and Guidelines and the architectural review process, the following requirements must be met for the development of any Lot.

8.1 Driveways. All driveways and parking areas shall be surfaced in concrete.

8.2 Driveway Swale Prohibitions. No Lot owner shall fill or obstruct the natural flow of any borrow ditch or drainage swale with the exception of the materials placed for the location of the driveway culvert. No borrow ditches may be filled.

8.3 Kennels. In general, kennels are discouraged in favor of the “invisible fence” system. A kennel shall not exceed 300 square feet. Kennels or dog runs must be placed within the area allowable for side or rear yard fencing. Kennels shall be integrated into the dwelling (attached) to avoid isolation and to provide as much aesthetic appeal as possible. Kennels shall not be higher than six (6’) feet in height and must be built using the same building materials as Privacy Screening. Chain link kennels may be allowed if they are screened in a manner approved by the Committee. Kennels must be kept clean and free from obnoxious odors or undue barking dogs. All kennels and dog runs must be approved by the Committee.

8.4 Fences. One of the primary goals of the Project is to create an atmosphere that is open and friendly. Because of the importance of this goal perimeter lot fencing will not be allowed in this subdivision. Dog runs, kennels, and electric invisible fence are to be used for constraining dogs. The Committee may approve fencing consistent with the Design Regulations Guidelines. To the extent applicable, allowed fencing dimensions and styles shall be compatible with those adopted in the Park Master Plan for the Project.

8.5 Privacy Screening. Privacy screens will be allowed but must be constructed of wood siding, stucco, brick, or stone, and they shall be an integrated part of the main building. Privacy Screening shall not extend into more than 1/3 of the required setback on the front or sides, nor more than 1/3 of the setback on the rear elevation, nor be more than 1/3 the width of the structure on the front (street) or rear elevation, nor 2/3 the length on the side elevations, unless a greater setback is required to comply with Section 38.21.060 of the Bozeman Municipal Code. Plans for privacy screening must be submitted and approved by the Committee.

8.6 Antennas and Satellite Dishes. Only smaller dishes of the latest technology (not exceeding two feet in diameter) will be allowed. Such dishes must be hidden from view and shall require Committee approval.

8.7 Exterior Lighting. Incandescent or residential fluorescent lighting is encouraged, and the use of mercury vapor, and obtrusive flood lighting is prohibited. Each house will provide a single street light which will be standardized for the entire subdivision and will be located at the inside corner of the driveway and the front yard setback. These street lights will be a free standing decorative light. All light fixtures shall be arranged to deflect down and/or away from adjoining properties or streets. They

will be placed at a minimum height of six (6') feet measured from the top of the sidewalk adjacent to it to the bottom of the light fixture itself. Light fixtures must incorporate cut-off shield to direct light downward. Fixtures should be compatible with architecture and site design. Luminaries shall not be visible from adjacent streets or properties. Locations must be approved by the Committee.

8.8 Utilities. All utilities including, but not limited to, natural gas, electricity, telephone and cable T.V. shall be located underground.

8.9 No Storage Sheds. Storage needs should be anticipated in the planning stage and will be required to be an integral part of the design of the garage so that all storage is within the garage or attached structure.

8.10 Temporary Structures. No temporary structures, trailers, campers, motor homes, tents, shacks, or similar structures shall be used as a residence on any Lot.

8.11 Solid Waste Containers. All solid waste containers must be stored out of view except during reasonable periods prior to and after pick-up, and only on day of pick-up.

8.12 Recreational Vehicles. Recreational vehicles and boats may not be stored or parked at any location within the Project except within a fully enclosed garage or designated area approved by the Association so as not to be visible from the Common Open Space or from any other Lot within the Project.

ARTICLE IX INSURANCE; DAMAGE OR DESTRUCTION; CONDEMNATION

9.1 Insurance. The Association shall obtain and maintain the following insurance:

(1) A hazard policy insuring all improvements, equipment, and fixtures owned by the Association, unless the Board determines, in its sole discretion, that such insurance is not necessary;

(2) a comprehensive general liability policy insuring the Association, its agents, the Owners and their respective household Members, against liability incident to the ownership or use of the Common Open Space or any other Association owned or maintained real or personal property (in occurrence version form if obtainable); the amount of general liability insurance which the Association shall carry at all times shall be not less than the minimum amounts required by Montana law;

(3) workers' compensation insurance to the extent required by law (or such greater amount as the Board deems necessary); the Association shall obtain a Certificate of Insurance naming it as an additional insured in regard to workers' compensation claims from any independent contractor who performs any service for the Association, if the receipt of such a certificate is practicable;

(4) Fidelity bonds or insurance covering officers, directors, and employees that have access to any Association funds;

(5) Officers and directors liability insurance, to the extent deemed appropriate by the Board in its discretion. ;

- (6) Flood insurance if the Project is located in an area designated by an appropriate governmental agency as a special flood hazard area; and
- (7) Such other insurance as the Board in its discretion considers necessary or advisable.

Each Owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including without limitation, representing the Owners in any proceeding, negotiation, settlement or agreement. Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, directors and Members, the Owners and occupants of the Lots (including Declarant) and Mortgagees, and cross-liability and severability of interest coverage insuring each insured against liability to each other insured. The Association shall periodically (and not less than once every three years) review all insurance policies maintained by the Association to determine the adequacy of the coverage and to adjust the policies accordingly.

All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors and Members, the Owners and occupants of the Lots and Mortgagees, and all Members are deemed to have waived subrogation rights as to the Association and/or other Members, whether or not their policies so provide.

Each Owner shall be responsible for obtaining, maintaining and paying for such insurance as the Owner may deem reasonably necessary with respect to fire, casualty and liability involving such Owner's Lot and all improvements and property thereon. All such individually carried insurance shall contain a waiver of subrogation by the carrier as to the other Owners, the Association, Declarant, and the Mortgagees of such Lot.

The Association shall make available to Members upon request copies of the Association's policies to enable Members to insure their Lots without duplicating insurance carried by the Association.

The Association, and its directors and officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, it is unable to obtain the insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board in its sole discretion determines is unreasonable under the circumstances, or the Members fail to approve any Assessment increase needed to fund the insurance premiums. In such event, the Board immediately shall notify each Member and any Mortgagee entitled to notice that the insurance will not be obtained or renewed.

9.2 Damage or Destruction. If any improvements or landscaping on any Lot are damaged or destroyed by fire or other casualty, the Owner of such Lot may repair or reconstruct the improvement only in accordance with the plans and specifications approved by the Association or its representative as provided herein including but not limited to approval by the Committee. In the event that such an Owner elects not to rebuild any structures, said Owner shall be responsible for promptly removing from the Lot any and all debris, including any portion of a structure which may remain standing after partial damage or destruction, and the Owner shall landscape the Lot in the manner approved by the Committee and the Association. If an Owner fails to pay the cost of required demolition or re-landscaping, the Association may elect to pay for the uninsured portion of the cost and shall have the right to assess the Owner for the cost thereof and to enforce the Assessment as provided in this Declaration.

If Common Open Space improvements are damaged or destroyed by fire or other casualty, the improvements shall be repaired or reconstructed substantially in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction, and subject to such alterations or upgrades as may be approved by the FMAC, unless either of the following occurs: (1) the cost of repair or reconstruction is more than fifty percent (50%) of the current replacement cost of all Common Open Space improvements, available insurance proceeds are not sufficient to pay for at least eighty-five percent (85%) of the cost of such repairs or reconstruction, and three-fourths (3/4) of the total voting power of the Association vote against such repair and reconstruction; or (2) available insurance proceeds are not sufficient to substantially repair or reconstruct the improvements within a reasonable time as determined by the Board, a special Assessment levied to supplement the insurance fails to receive the requisite approval (if such approval is required) as provided in section 4.4, and the Board, without the requirement of approval by the Owners, is unable to supplement the insurance by borrowing on behalf of the Association sufficient monies to enable the improvements to be substantially repaired or reconstructed within a reasonable time.

If the Common Open Space improvement is not repaired or reconstructed in accordance with the foregoing, all available insurance proceeds shall be disbursed among all Owners and their respective Mortgagees in the same proportion that the Owners are assessed, subject to the rights of the Owners' Mortgagees, after first applying the proceeds to the cost of mitigating hazardous conditions on the Project, making provision for the continuance of public liability insurance to protect the interests of the Owners until the property can be sold, and complying with all other applicable requirements of governmental agencies.

9.3 Condemnation. If all or any part of a Lot (except the Common Open Space) is taken by eminent domain, the award shall be disbursed to the Owner of the Lot, subject to the rights of the Owner's Mortgagees. If the taking renders the Lot uninhabitable, the Owner shall be divested of any further interest in the Project, including Membership in the Association, and the interest of the remaining Owners shall be adjusted accordingly. If all or any part of the Common Open Space is taken by eminent domain, the proceeds of condemnation shall be used to restore or replace the portion of the Common Open Space affected by condemnation, if restoration or replacement is possible, and any remaining funds, after payment of any and all fees and expenses incurred by the Association relating to such condemnation, shall be distributed among the Owners in the same proportion as such Owners are assessed. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Open Space or part thereof.

ARTICLE X GENERAL PROVISIONS

10.1 Enforcement. Subject to the provisions and requirements of Article X, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Articles and the Bylaws, and in such action shall be entitled to recover reasonable attorneys' fees as are ordered by the Court. The Association has the right to record a Notice of Violation against the Lot of an Owner who is not in compliance with the provisions of the Project Documents.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Invalidity of Any Provision. Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this Project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

10.3 Term. The covenants and restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners of the Lots, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same; provided, however, that the Declaration may not be terminated until such time as the City of Bozeman releases the Project from the obligation to maintain the Common Open Spaces and other facilities installed pursuant to the final plat approvals.

10.4 Amendments. Prior to sale of ninety percent (90%) of the Lots planned for the overall Project (including subsequently planned phases), the Declarant may amend this Declaration without the consent of the Owners or the Association. After sale of ninety percent (90%) of the Lots planned for the overall Project (including subsequently planned phases), this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total voting power of the Association, unless another percentage is specified herein; provided, however, that the Declaration may not be amended in any manner which would place it out of compliance with Article 38.38 of the Bozeman Municipal Code, as may be amended from time to time. Any amendment must be certified in a writing executed and acknowledged by the Association President or Vice President and recorded in the Gallatin County Clerk & Recorder's Office. No amendment shall adversely affect the rights of the holder of any Mortgage of record prior to the recordation of such amendment.

10.5 Limitation of Restrictions on Declarant. Declarant is undertaking the work of construction of improvements upon the Project. The completion of that work and the sale of said Lots are essential to the establishment and welfare of the Project as a residential community. In order that said work may be completed and said Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant, its contractors, or subcontractors from doing on the Project or any Lot, whatever is reasonably necessary or advisable in connection with the completion of said work; or

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on the Project (except upon Lots owned by others), such structures as may be reasonable and necessary for developing said Project as a residential community and disposing of the same by sale, including a sales office and design center; or

C. Prevent Declarant from conducting on the Project (except upon Lots owned by others) its business of completing said work and of establishing a plan of residential ownership and of disposing of the Lots and units by sale; or

D. Prevent Declarant from maintaining or displaying such signs, pennants and flags(s) on the Project (except upon Lots owned by others) as may be necessary for the sale, lease or disposition thereof, or

E. Subject Declarant to the architectural control provisions of Article VI for the construction of any improvement on the Project.

F. Prevent Declarant from exercising the following rights: Declarant reserves and shall have the right and easement, both while Declarant is still the Owner of Lots in the Project and thereafter, to enter upon the Project, and all portions thereof, for purposes of inspecting and correcting any alleged defect in the design or construction of improvements in the Project.

The foregoing rights of Declarant shall, except as provided in Section 10.5.F, terminate upon the sale by Declarant of all Lots in the Project. Until such time, said rights shall constitute easements reserved by Declarant for the benefit of Declarant and any Lots or property owned by Declarant within the Project.

So long as Declarant, or its successors and assigns, owns one or more of the Lots described herein, Declarant, or its successors and assigns, shall be subject to the provisions of this Declaration. Declarant shall make reasonable efforts to avoid disturbing the use and enjoyment of Lots and the Common Open Space by their Owners, while completing any work necessary to said Lots or Common Open Space.

10.6 Termination of Any Responsibility of Declarant. In the event Declarant shall convey all of its rights, title and interest in and to the Project to any successor Person or entity, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such successor Person or entity shall be obligated to perform all such duties and obligations of the Declarant.

10.7 Owners' Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration, and (to the extent they are not in conflict with the Declaration) the Articles, Bylaws and Rules, and the decisions and resolutions of the Association or the Board, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action (1) to recover sums due, (2) for damages, (3) for injunctive relief, (4) for costs and attorney fees, or (5) any combination of the foregoing.

In the event of a violation of the Project Documents, the Association may record a Notice of Violation against the Lot of the non-complying Owner. Upon recording a Notice of Violation, the Association shall have complete discretion in deciding whether, when and how to proceed with enforcement, and any delay after recording a Notice of Violation shall not give rise to a defense of waiver or estoppel in favor of a noncomplying Owner. The Association may take action to enforce compliance against a subsequent Owner who acquires a Lot with a recorded Notice of Violation. The right of the Association to record a Notice of Violation shall be in addition to all other rights and remedies the Association may have at law or under the Project Documents.

All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration, or in the Articles or the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns.

10.8 Notice. Any notice permitted or required by the Declaration, Articles or Bylaws, whether or not such section requiring the notice so states, may be delivered personally, by mail, or by electronic means if such electronic means and methods are in accordance with the Montana Nonprofit Corporation Act. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, first class or registered, postage prepaid, addressed to the person to be notified at the current address given by such person to the Secretary of the Board or addressed to the Lot of such person if no address has been given to the Secretary.

10.9 No Discrimination. No Owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or mortgaging, or occupancy of his Lot to any person of a specified race, sex, adulthood, marital status, color, religion, ancestry, physical handicap, sexual orientation, or national origin.

10.10 Alternative Dispute Resolution. Alternative dispute resolution procedures shall be applicable and implemented as provided in Article XI hereof.

10.11 Number; Gender. The singular and plural number and the masculine, feminine and neuter gender shall each include the other where the context requires.

10.12 Captions. The captions and headings herein are for convenience only and shall not be used to limit or expand the terms or provisions hereof.

10.13 Exhibits. All Exhibits are deemed incorporated herein by reference as though set forth in full.

10.14 Compliance with FHA, VA, FHLMC or FNMA Requirements. If Declarant chooses a financing program that involves Mortgage insurance issued by a government agency such as the FHA or VA, or involves first Mortgage sales to an agency such as FHLMC or FNMA, the Association, the Board and each Owner shall take reasonable steps to satisfy the requirements of such program and/or agency including, without limitation, initiating and completing amendments to the Project Documents.

10.15 Power of Attorney. Each Owner hereby appoints the Declarant as his or her attorney-in-fact, and grants the Declarant all necessary authority so that the Declarant may file any amendment authorized by the process described herein.

ARTICLE XI ENFORCEMENT

11.1 Priority and Defined Terms. The terms and provisions of this Article shall have priority over and supersede any inconsistent terms or provisions contained in any other Articles or portions of this Declaration. The defined (initially capitalized) terms contained in this Article shall be in addition to defined terms set forth in Article I hereof.

11.2 Enforcement and Non-waiver. The Declarant, Association or any Owner shall have a right of action against any Owner, and any Owner shall have a right of action against the Association, to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of the Project Documents or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation except that Owners shall not have any right of enforcement concerning liens for Assessments. The Association shall have the exclusive right to the enforcement of provisions relating to architectural control and the Rules, unless the Association refuses or is unable to effectuate such enforcement, in which case any Owner who otherwise has standing shall have the right to undertake such enforcement. Failure of the Association, Declarant or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XII SPECIAL DECLARANT RIGHTS

Declarant reserves the following Declarant Rights during the Development Period (“Special Declarant Rights”), which may be exercised, where applicable, anywhere within the Project:

- A. To complete any improvements indicated on plat maps or development plans filed with the Declaration or otherwise a part of the preliminary plat approval granted by the City of Bozeman as may be amended from time to time.;
- B. To maintain sales offices, management offices, signs advertising on the Project as set forth in section 13.3;
- C. To use easements through the Common Open Space for the purpose of making improvements within the Project;
- D. To merge or consolidate the Association with another common interest community of the same form of ownership or make it subject to a master association;
- E. To operate a resale or rental office on site after all the Lots have been developed, sold and completed; and
- F. To exercise any rights granted to the Declarant by these Covenants.

12.1 Transfer of Special Declarant Rights.

A. Assignment. Declarant may assign any Special Declarant Rights, Development Rights, or other special rights and obligations of Declarant set forth in this Declaration or the Bylaws to any affiliate of Declarant, or Declarant may allow any affiliate of Declarant to exercise such rights on behalf of Declarant. The method of exercising such rights shall be subject to the agreement of the parties thereto, which shall not require recordation in the public records of the Office of the Clerk and Recorder of Gallatin County.

B. Transfer. Any or all Special Declarant Rights identified in this section, Development Rights, or any of the other special rights and obligations of Declarant set forth in this

Declaration or the Bylaws may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded as a public record in the Office of the Clerk and Recorder of Gallatin County.

12.2 Models, Sales Offices and Management Offices. During the Development Period, Declarant may maintain and carry on upon any Lot owned by Declarant or any portion of the Common Open Space such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the sale of Lots and construction of Units on the Lots, including, but not limited to, business offices, signs, model units, marketing trails, and sales offices. Declarant shall have easements for access to and use of such facilities. Declarant's unilateral right to use the Common Open Space for purposes stated in this section shall not be exclusive and shall not unreasonably interfere with use of such Common Open Space by Owners unless leased pursuant to a lease agreement with the Association providing for payment of reasonable rent.

12.3 Construction of Improvements. Declarant and its employees, agents and designees shall also have a right and easement during the Development Period over and upon all of the Common Open Space for the purpose of making, constructing and installing such improvements to the Common Open Space as it deems appropriate in its sole discretion.

12.4 Other Covenants Prohibited. During the Development Period, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Project without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by Declarant and recorded as a public record in the Office of the Clerk and Recorder of Gallatin County.

12.5 Master Planned Community. Each Owner, by accepting title to a Lot and becoming an Owner, and each other Person, by acquiring any interest in the Lots, acknowledges awareness that the Project is a master planned community, the development off which is likely to extend over many years, and agrees not to protest or otherwise object to changes in any conceptual or master plan for the Project.

12.6 Equal Treatment. So long as Declarant owns any property described in Exhibit A, the Association shall not, without prior written consent of Declarant, adopt any policy, rule or procedure that amends or eliminates and of the rights reserved to the Declarant.

12.7 Right to Use Common Open Space for Special Events. As long as Declarant owns any property described in Exhibit A (as amended from time to time), Declarant shall have the right to use all Common Open Space, including any recreational facilities, for up to eight days each year to sponsor special events for charitable, philanthropic, political or marketing purposes as determined by Declarant in its sole discretion. Any such event shall be subject to the following conditions.

A. The availability of the facilities at the time a request is submitted to the Association;

B. Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and

C. Declarant shall return the facilities and personal property owned by the Association and used in conjunction with the special event to the Association in the same condition as existed prior to the special events.

Declarant shall have the right to assign the rights contained in this section 13.8 to charitable organizations or foundations selected by Declarant. Declarant's right to use the Common Open Space for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Declaration.

12.8 Amendment. This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any property described in Exhibit A (as amended from time to time).

ARTICLE XIII REQUIREMENTS OF CITY OF BOZEMAN

The following conditions have been imposed on the Project by the City of Bozeman, and shall not be amended or revoked without the consent of the Owner in accordance with the amendment procedures of this Declaration, and the City Commission:

A. Sidewalks meeting the requirements of the City of Bozeman shall be constructed on all public street frontages of a Lot prior to the occupancy of any structure on such Lot. Upon the third anniversary of the recording of the final plat for any phase of the Project, any lot owner who has not constructed the required sidewalks shall, without further notice, construct within 30 days the required sidewalk for that owner's Lot or Lots, regardless of whether other improvements have been made upon the lot. In the event the lot owner does not comply with these requirements or any related requirements imposed by the Design Regulations and Guidelines, the Declarant, or the HOA, may take steps to install the sidewalks and shall assess the landowner for such expenses, with such assessment to constitute a lien on the property to be enforced in any manner as provided herein and/or in accordance with Montana law.

B. The landowner shall be responsible for the control of state and county declared noxious weeds on his or her lot. Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious weeds, after 10 days' notice from the property owners' association, the association may cause the noxious weeds to be controlled.

The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within 30 days of the mailing of such assessment.

C. All areas disturbed by construction shall be re-seeded with vegetation types approved by the Gallatin County Weed Control Officer.

D. All public and private structures shall be properly designed in accordance with the International Building Code (IBC).

E. There shall be no filling, draining, excavating, dredging, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals or other materials within the boundaries and the wetland mitigation areas.

F. There shall be no building of roads or paths nor any change in the topography of the Land within the boundaries and the wetland mitigation areas.

G. There shall be no removal, destruction, or cutting of trees or plants, spraying with biocides, insecticides, pesticides or herbicides (except to control noxious weeds), grazing of animals, farming, tilling of soil, or other agricultural activity within the boundaries and the wetland mitigation areas.

H. There shall be no operation of snowmobiles, motorcycles, all-terrain vehicles or any other type of motorized vehicles on the Land within the boundaries and the wetland mitigation areas.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 4th day of January, 2016.

DECLARANT:

FLANDERS MILL, LLC,

By: Walter Wolf

Walter Wolf

HOMELANDS DEVELOPMENT COMPANY, LLC, a Nevada limited liability company, its Managing Member

STATE OF Montana)
 :SS
COUNTY OF Gallatin)

*

This instrument was acknowledged before me on Jan 4, 2016 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

⊕ by Walter Wolf managing member of Homelands Development Company, LLC managing member of Flanders Mill, LLC

Susan Hjalmarsson
Notary Public for the State of _____
My commission expires: _____

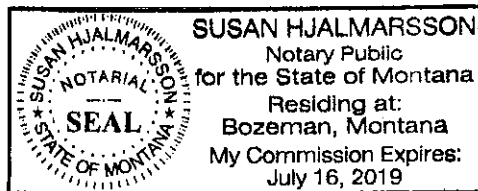


EXHIBIT A
Legal Description

LEGAL DESCRIPTION
FLANDERS MILL SUBDIVISION

Tract 1, Certificate of Survey No. 2834, except Tract A, Certificate of Survey No. 2886, located in the East 1/2 of the West 1/2 of Section 3, Township 2 South, Range 5 East of P.M.M., City of Bozeman, Gallatin County, Montana.

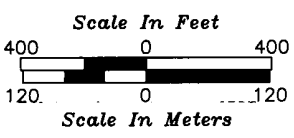
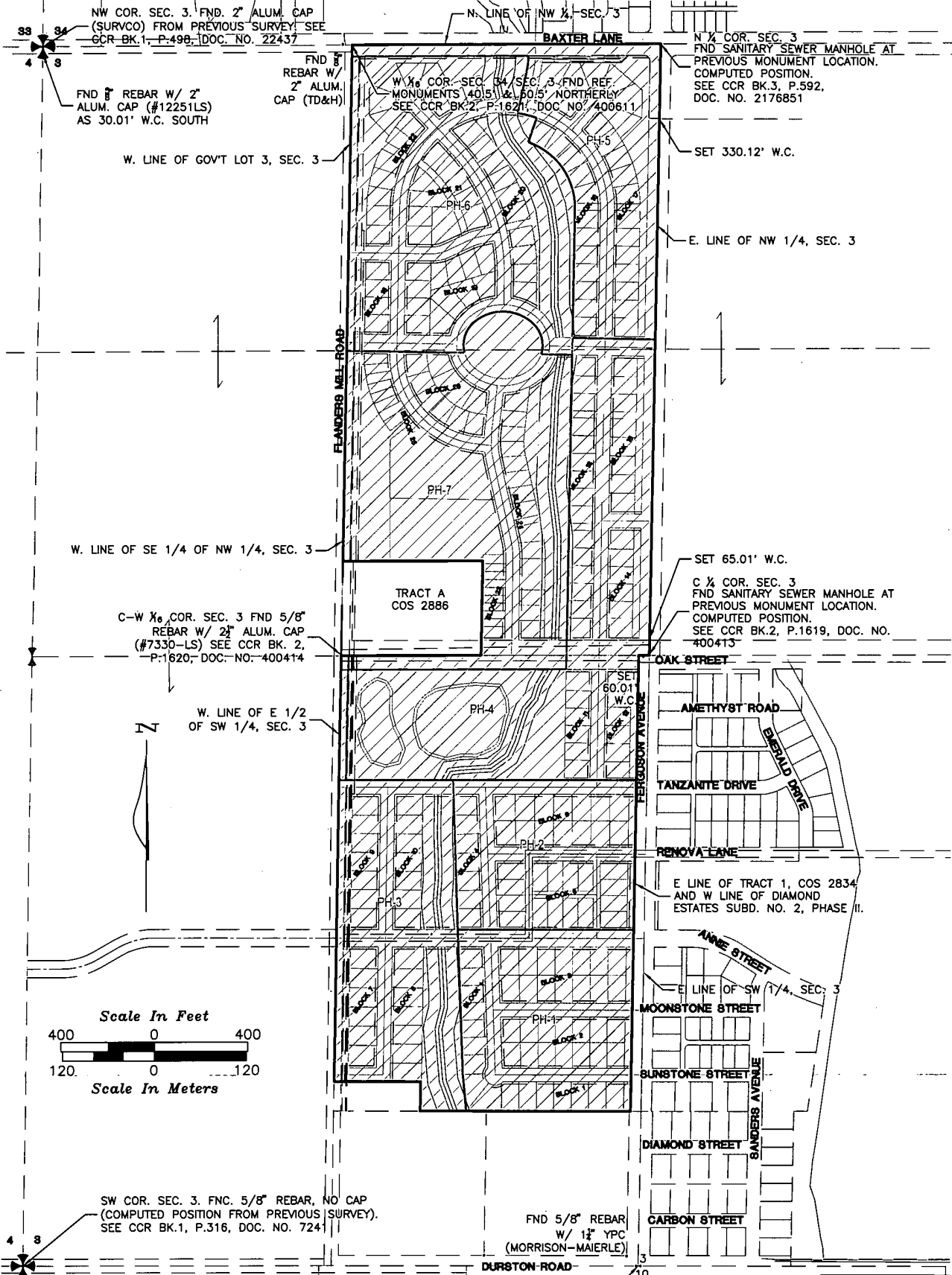
Area = 5,711,893 square feet, 131.1270 acres or 530,652.2 square meters. Subject to existing easements.

EXHIBIT B

Overall Project Map

E.H.P. B - FLD. S.A.L. S.P.R.V.C. PLATS 1-7

LOCATED IN THE E 1/2 OF THE W 1/2 OF SEC. 3, T. 2 S., R. 5 E. OF P.M.M.,
CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA



Engineering and Surveying Inc.
 1091 Stoneridge Drive • Bozeman, MT 59718
 Phone (406) 587-1115 • Fax (406) 587-9768
 www.chengineers.com • info@chengineers.com

EXHIBIT C

Riparian Management Plan

Flanders Mill Riparian Management Plan

There are two stream systems within the Flanders Mill, LLC project site. One stream system is along the northeast property boundary and commonly referred to as Baxter-Border Ditch, a perennial tributary of Baxter Creek that was historically “ditched” to enhance agricultural practices. The second stream system is also a perennial unnamed tributary (UT) of Baxter Creek located within the central portion of the Flanders Mill development, herein referred to as the Flanders Mill Creek. Wetland floodplain and nonwetland buffer (a protective zone for the wetland) were created along both stream systems to satisfy US Army Corps of Engineers (USACE) wetland mitigation requirements.

The Baxter-Border Ditch riparian zone will average 30 feet wide and will be comprised of a seven to 10-foot wide wetland floodplain corridor that includes a 5-foot wide channel bed. There will be a 12-foot wide nonwetland buffer along each side of the creek.

The Flanders Mill Creek riparian zone will average 30 feet wide and will be comprised of a 4-foot wide channel bed and an average 13 feet of wetland fringe along both sides of the creek. There will be a 50-foot wide nonwetland buffer along both sides of the wetland floodplain fringe.

Wetland Floodplain Riparian Zone Management

The following management and general activities ***WILL BE ALLOWED*** within the wetland floodplain zones:

1. Weed control activities: mechanical (pulling, digging and mowing weeds) and chemical application;
2. Shrub and tree trimming to prevent dangerous developments, such as deadfall on trails, injury to humans and animals due to deadfall, or to encourage proper growth patterns of the shrub or trees;
3. Planting additional trees or shrubs to replace diseased or dying plants;
4. Human and animal traffic will be permitted within the wetland floodplain and stream areas unless high traffic results in the decline in the health of the channel bed, wetland grasses, shrubs or trees. Whereupon the installation of traffic control structures (e.g. jack leg fences) may be installed with permission of the Home Owners’ Association (Association) [Note: fence posts cannot be set in concrete or other types of fill within the wetland area.]; and,
5. The planting of additional hydrophytic (adapted to wetlands) trees or shrubs for reasons other than to replace diseased or dying plants may be allowed if approved by the Association.

The following management and general activities ***WILL NOT BE ALLOWED*** within the wetland floodplain zones:

1. Mowing will not be allowed within the wetland floodplain riparian zone on a regular basin except for the following two situations:
 - a) for the control of noxious or invasive weeds but no more than twice per year, and only used to remove seed heads if chemical control is not possible before seed release; and,

- b) in the case where the trail is immediately adjacent to the wetland floodplain, mowing will be limited to a 2-foot wide swath along wetland edge of the trail;
- 2. Shrub and tree trimming is not allowed to improve a view shed or decrease canopy cover for any reason other than to prevent a dangerous situation as stated above;
- 3. Human and animal traffic in wetland areas that have been protected by fencing will not be allowed.
- 4. No soil fill, grass clippings, shrub or tree trimmings, garden refuse, or any other materials will be allowed within the wetland floodplain zone; and,
- 5. No structures, rock dams (in the channel), gardens, or paths, other than those constructed by the project developer and approved by the City of Bozeman, will be allowed.

Nonwetland Riparian Zone Management

The following management and general activities ***WILL BE ALLOWED*** within the nonwetland riparian zones:

- 1. Weed control activities: mechanical (pulling, digging and mowing weeds) and chemical application.
- 2. Mowing will be allowed up to within five of the wetland floodplain riparian zone unless a trail is along the edge of the wetland zone (See above);
- 3. Shrub and tree trimming to prevent dangerous developments, such as deadfall on trails, injury to humans and animals due to deadfall, or to encourage proper growth patterns of the shrub or trees;
- 4. Planting additional trees or shrubs to replace diseased or dying plants;
- 5. Human and animal traffic will be permitted within the nonwetland riparian zone, unless high traffic results in the decline in the health of the parkland grasses, trees or shrubs. Whereupon the installation of traffic control structures, such as jack leg fences, may be installed with permission of the Home Owners' Association (Association); and,
- 6. The planting of additional trees or shrubs for reasons other than to replace diseased or dying plants may be allowed if approved by the Association.

The following management and general activities ***WILL NOT BE ALLOWED*** within the nonwetland riparian zone:

- 1. Shrub and tree trimming is not allowed to improve a view shed or decrease canopy cover for any reason other than to prevent a dangerous situation as stated above;
- 2. Human and animal traffic in areas that have been protected by fencing will not be allowed.
- 3. No soil fill, grass clippings, shrub or tree trimmings, garden refuse, or any other materials will be allowed within the nonwetland riparian zone; and,
- 4. No structures, gardens, or paths, other than those constructed by the project developer and approved by the City of Bozeman, will be allowed.

EXHIBIT D

Design Regulations and Guidelines



Flanders Mill
Bozeman, Montana
Design, Installation, and Consulting

TABLE OF CONTENTS

1. Introductions, Purposes & Definitions
2. Architectural Control Process
 - a. Intent
 - b. Design Submittal Inclusions
 - c. Start of Construction
 - d. Completion

1. Principles of Design

1. Intent
2. Density, Allowable Uses, Allowable Areas and Setbacks
3. Roofs
4. Exterior Walls
5. Garages & Accessory Buildings
6. Enforcement
7. Declarants Right to Amend

1. Intent
2. General Requirements
3. Site Amenities
4. Irrigation

- Appendix A - Design Review Checklist
Appendix B - Perennial Planting List
Appendix C - Ornamental Grasses Planting List
Appendix D - Evergreen Shrubs Planting List
Appendix E - Deciduous Shrubs Planting List
Appendix F - Deciduous Tree Planting List
Appendix G - Evergreen Tree Planting List
Appendix H - Street Tree Planting List

Section 1: Architectural Control

Introductions, Purposes & Definitions

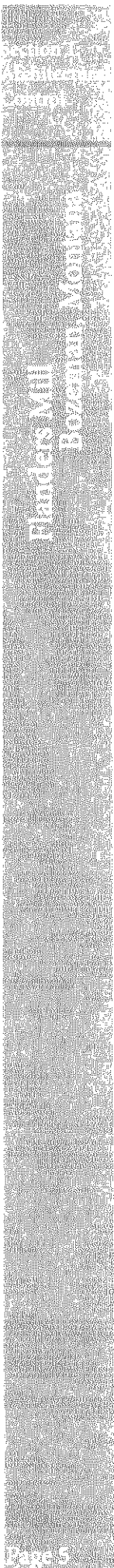
Introductions

These Building and Landscape Design Regulations and Guidelines for Flanders Mill are a component of the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Flanders Mill which are implemented by the Flanders Mill Architectural Committee (“FMAC”) in association with the Declarant and the Flanders Mill Homeowners Owners Association, Inc. (Association).

Purposes

The purposes of the Building and Landscape Design Regulations and Guidelines is to describe the general nature and appearance of improvements made to Lots within the community, in order that the FMAC may review and approve or disapprove plans, specifications, designs, landscaping, sites and locations of improvements to be constructed or erected on any Lot within the property.

Words used in this document shall maintain their standard definition or as defined by the City of Bozeman Unified Development Ordinance or as defined by the Covenants applicable to this development.



Architectural Control Process

Intent

The building and landscape design regulations and guidelines which follow are intended to complement the City of Bozeman Uniform Development Ordinance (UDO) which govern this community, and to clarify the intention for the design of buildings and landscaping for this project. Specifically, these guidelines set forth design criteria that address the building design and location, landscaping, lot density, and other improvements. The intent of these guidelines is to allow as much flexibility as possible while at the same time define a minimum level of quality and consistency of building design which will be consistent with and maximize the quality of the overall project. The unique design elements of the Developer, Building Contractor, Architect, Home Builder, and Owners for both the landscaping and the buildings will be respected, and individual expression is encouraged, provided they are harmonious with the overall plan of the Project.

The (FMAC), and or its assigns, shall review submitted materials and plans for compliance with the Design Regulations & Guidelines (DRG) for any proposed improvement or landscape development and approve or disapprove all plans based on the criteria set forth. No construction or alteration of any improvement or any work affecting the external appearance of any improvement shall be made, erected, altered, placed or permitted to remain upon the Lot until all required submittals are approved in writing by the FMAC and/or its assigns.

Standards for review

It shall be the applicant's responsibility to insure that all proposed construction shall comply with the International Residential Code, National Plumbing Code and the National Electrical Code, the Design Regulations & Guidelines and all other applicable codes. The FMAC does not review submittals for compliance with any building or safety code and no approval from the FMAC should be considered a determination of that the lot owners' plans comply with these or any other building or safety codes. All plans must be harmonious with the overall plan for the development. All plans, materials and specifications must be suitable to the site, adjacent properties and the neighborhood. All improvements must be compatible with the surrounding properties so as to not impair or degrade property or aesthetic values.

Approval or Disapproval by FMAC

The FMAC shall have fifteen (15) business days to approve or disapprove the location, construction design, landscaping, and materials used for the home. This fifteen (15) day approval time period shall commence once all documents necessary for review as identified in the Design Review Checklist have been submitted. This fifteen (15) day approval time period shall apply to both Preliminary and Final Design Review. The FMAC may request additional plans, project specifications, color samples, or sample materials. The time for plan review shall be adjusted accordingly if plans are submitted during any holidays. Approval of plans shall require a majority of the FMAC. Upon approval the Owner is also required to secure a building permit from the City of Bozeman, with the FMAC approval letter as a prerequisite for City review. Upon securing both the FMAC approval letter and building permit

from the City of Bozeman, the Owner may commence construction in accordance with the approved plans. Any deviation from the approved plans, which, in the sole judgment of the FMAC, constitutes a deviation of any substance from the approved plans, shall be promptly corrected at the sole expense of the Owner.

Disapproval by the FMAC during plan review will require that the applicant adhere to standards set forth in this document. All comments made by the FMAC are final and shall be incorporated into any proposed improvement or landscape development.

Inspection of Work

Upon the failure of the owner to complete the agreed upon work within the time allowed, or completion of any improvement, if the FMAC finds that such work was not done in strict compliance with all approved plans and specifications submitted for prior approval, it shall notify the Owner and the Directors of the Flanders Mill Homeowners Association of such noncompliance, and shall require the Owner to remedy the same. If, upon the expiration of seven (7) days from the date of such notification, the Owner has failed to commence or communicate an approved upon timeframe to remedy such noncompliance, the FMAC shall determine the nature and extent of noncompliance thereof and the estimated cost of correction. The FMAC shall notify the Owner and Directors in writing of the estimated cost of correction or removal. The Owner shall then have five (5) days to commence such remedy. If the Owner still does not comply with the Directors' notice within such five (5) day period, the FMAC, at their option, may remove the noncomplying design element or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith, including legal fees, as well as lose any conformance deposit held in escrow. If such expenses are not promptly repaid by the Owner to the Association, the Directors may file a lien against the owner's property for the unpaid expenses and may foreclose upon the lien as provided in the Declarations for assessment liens, along with any other remedy as allowed by law. It shall not be necessary for the Association to send to the owner a notice of right to claim a lien for any work performed by the Association to correct any noncompliance on the part of the owner.

Conformance Deposit

The FMAC requires lot owners or their representatives to submit a Sidewalk, Landscape and Construction Conformance deposit to be included with the purchase contract to ensure conformance to these Design Regulations & Guidelines and CC&R's. Deposits will be returned, without interest, after a final compliance inspection has been completed and approved by the FMAC. If, at any time throughout construction, it is found that the design has been altered and is found to be non-conforming, this deposit will become the property of the FMAC and may be used in any way necessary to enforce compliance.

Design Submittal Inclusions

A review fee will be required at the time of submission of all the design submittal documents and materials. The purpose of the design review fee shall be to defray the FMAC's cost of review of all proposed site plans and specifications submitted to them. The fee shall be evaluated and set by the Board from time-to-time. The Pre-Application fee shall initially be \$100.00. The Final Design Review Application shall initially be \$350.00. The committee will not commence upon a review of any kind without being in receipt of all items identified in the pre-review and final review checklist (See Appendix A).

We recommend you submit plans, elevations, and color renderings for preliminary review. These preliminary reviews can expedite the review process by identifying potential conflicts with the Design Regulations and Guidelines as well as identifying potential solutions. This typically results in a cost savings by identifying conflicts prior to finalization of your construction drawings. If your project will require any variances or deviations to these Design Regulations and Guidelines, a preliminary review is required.

Start of Construction

There shall be no construction work initiated without a building permit issued by the City of Bozeman and without written approval of the plans by the FMAC upon approval by the FMAC, all approved plans are then to be submitted to the city for approval. All building construction and landscaping must conform to both the final approved plans by both the City of Bozeman and the FMAC.

Variances and Deviations

All variances from these Design Regulations and Guidelines will require a \$350.00 fee per individual variance. A variance is defined as any element within the design submittal that does not comply with these Design Guidelines. Variances and deviations shall be brought to the attention of the FMAC at the time of Pre-Application Submittal. All variances and deviations will require written approval from the FMAC prior to construction.

Completion

Once started, all work on any improvement upon any Lot must be maintained on a continuous and diligent basis until completion, which shall not exceed 18 months, unless otherwise approved in writing from the FMAC.

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Section 2: Principles of Design

Following are basic Principles of Design which serve as the basis of design at Flanders Mill. These principles are the required building blocks to maintain the quality of design expected at Flanders Mill. Each project will be evaluated based on these Principles by the FMAC. This evaluation will serve as the litmus test for the acceptability of the presented designs.

Site Evaluation and Design

The beginning of each design shall begin with site evaluation. This evaluation encompasses solar orientation, wind/weather patterns, relationships to prominent views, relationships to neighboring views, and engagement of the street edge. Consideration should be given to drainage patterns of the site, assuring that water is not ushered onto adjacent properties. Designs shall consider interaction with neighboring properties such that excessive shading caused by structures does not fall onto adjacent properties. Landscape Design considerations will be a critical component to a successful Site Design.

Scale

Designs elements should be of a variety of scale, create a diverse and interesting composition. Larger volumes should be broken down into smaller elements, addressing the pedestrian scale. Homes should be scaled to fit their associated property, as well as the personality of the design concept or style.



Rhythm

Architectural design elements of the same scale which are repeated on a regular basis create rhythm and should be employed when appropriate. Windows, structural supports, color, exterior light fixtures, and building massing all have the potential to contribute to successful rhythm and ultimately design.



Proportion

Proportion is the relationship of a part to the whole. Proper proportion results in balance, where one element does not unnecessarily dominate another element. Elements such as windows and doors should be proportionate to the walls in which they reside. Additionally, rooms should be proportionate to the functions which they serve (a Bathroom should not be the same size as a Great Room). The end result of properly proportioned building elements is that of harmony and balance.



Balance

Proper balance is an equal distribution of weight or in the case of buildings, design, across an element. Homes should be designed holistically so as to create interest across all aspects of the home, not just one face of the home. There should be a focal point to a balanced design, with supporting design elements across the remainder of the design. Balance is largely attributable to building masses and their size relationships to other building masses.



Color

The homes within Flanders Mill are to be a variety of colors. Exterior wall colors used shall be tones which harmonize and complement the surrounding site and neighboring buildings. Trim may be more colorful and contrasting in order to add visual interest. Wall colors shall not be applied in a way that creates horizontal bands of color. Colors shall be applied to volumes of built elements. Color schemes shall be unique from the two directly adjacent properties in each direction (including across the streets) to create visual interest.

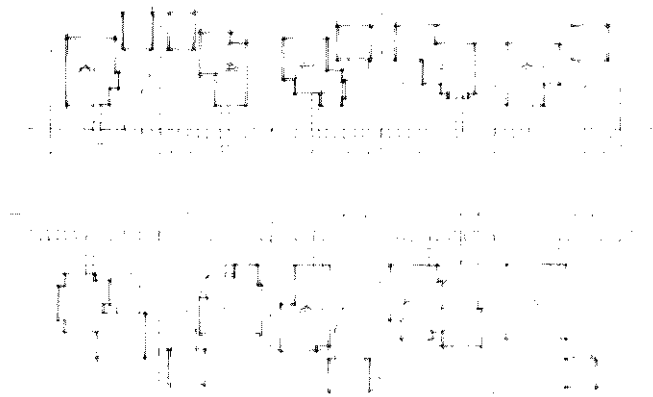


Diagram indicates color schemes (A,B,C,D) and required separation between similar color schemes

Texture and Shadows

The surrounding natural environment has a wide variety of texture resulting in visual stimulation. Home designs in Flanders Mill should make efforts to create variety through texture. Textures should not be overly emphasized as this can create an excess of visual stimulation and be detrimental to design. Texture can also be used to create variety with a limited color palette, utilizing shadows as a design element. Shadow should be employed to create dramatic effects of contrast. This can be in the form of deep eaves, deep window trim, and use of materials to name a few.

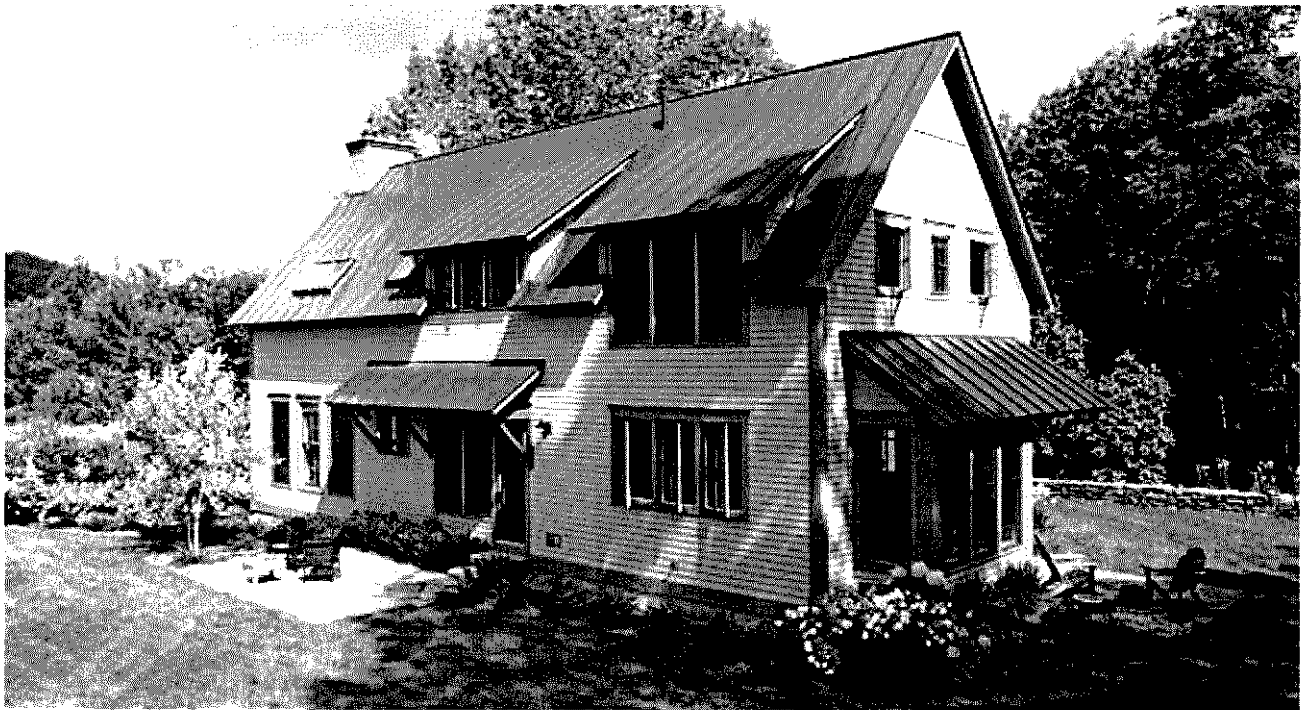


Materiality

Exterior materials should emphasize the high quality of homes that will be designed for Flanders Mill. Materials shall be complementary to one another and harmonious in nature. Application of materials should be considered artfully. Materials shall not be placed to create horizontal bands of material across the building. Acceptable wall cladding materials are natural and manufactured stone and brick, wood siding (painted or stained), cementitious siding (painted), and stucco. Metal siding will be approved on a case by case basis provided it is of high quality and should not be considered the primary exterior material. Vinyl siding and T1-11 plywood siding will not be allowed. All material transitions shall occur at an inside corner.

Design Integrity

Design Integrity refers to the positive influential impression the home leaves on a viewer. Homes that comply with the previously referenced Principles of Design will result in a home with Design Integrity.



Section 3: Architectural Design Guidelines

Design Guidelines

Intent

The intent of the following Building Guidelines is to provide for a degree of continuity throughout Flanders Mill while allowing personal taste in choice of housing style. Furthermore, the intent is to establish standards and theme direction to ensure that the type of housing constructed is comparable to and blends with the eclectic styles of housing found in the surrounding developments, and that the type of housing avoids the appearance of “tract housing.” Variances to these Design Guidelines may be considered by the FMAC based upon design merit. All homes shall fully comply with the International Residential Code, as well as any and all pertinent codes established by the State of Montana, Gallatin County, and the City of Bozeman.

Flanders Mill is to be a neighborhood of tree lined streets, prominent front porches, and architecturally designed homes that capitalize on the breath taking views of the Gallatin Valley. The homes are to be designed to reflect the aesthetic lifestyle while providing contemporary floor plans consistent with the needs of today’s families. All homes are to be design by a licensed architect. Exceptions may be considered based upon design merit as approved by the FMAC.

Homes are to be based upon the following design styles:

- Modern
- Craftsman
- Modern Farmhouse

Lots backing to Ferguson Avenue, Flanders Mill Road and Baxter Lane:

To ensure an attractive appearance of the Flanders Mill Community as viewed by the public utilizing Ferguson Avenue, Flanders Mill Road and Baxter Lane, the improvements located within those particular lots adjacent to Ferguson Avenue, Flanders Mill Road, and Baxter Lane shall be required to meet an elevated architectural standard, in excess of the requirements for those lots not backing onto arterial routes of travel. The FMAC shall emphasize the need for interesting architectural detailing and form, through selection and variation of materials facing the rear elevations of such houses. The roofs of residences located on such Lots must include sufficient interest and variation through the use of secondary roof forms facing the rear, in the form of dormers, interrupted roof ridge lines, exposed rafter tails, and other variations of traditional vernacular roof systems.

Density, Allowable Uses, Allowable Areas and Setbacks

Density

No more than one (1) single household residence may be built on each single household lot. Accessory dwelling units may be allowed upon Conditional Approval by FMAC and City of Bozeman.

Allowable uses:

Lots 1 and 2 of Block 25 shall be approved for high-density Multi-Household uses. All other residential lots shall be used exclusively for residential purposes and not more than one household (as defined by the City of Bozeman Unified Development Ordinance) shall occupy such residences, provided however that nothing in this subparagraph shall be deemed to prevent any person from pursuing his or her calling upon the lot or dwelling unit owned by or occupied by such person, if such person primarily uses such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product, work for sale, or service provided to the public upon such lot or dwelling unit. The leasing of any lot from time to time by the Owner thereof is subject to all of the restrictions as may be adopted from time to time by the Association

Home occupations or professions shall be allowed on lots in Flanders Mill provided that they adhere to the requirements of the City of Bozeman Uniform Development Ordinance. No advertising or directional signs relating to a home occupation or profession shall be allowed within the private, public, or commonly held lands within Flanders Mill. Any such home occupation or profession may require a City of Bozeman Home occupation license or business license.

Setbacks

Each lot in Flanders Mill shall have a buildable area determined by building or structure setbacks as stipulated by the City of Bozeman. If a utility easement is greater than the building setback required by Chapter 38, B.M.C. said easement shall apply.

For all Lots other than corner Lots, the setbacks are as follows:

Front Yards Adjacent to Local Roads	15 feet
Front Yards Adjacent to Collector Roads (Ferguson Avenue)	20 feet
Front Yards Adjacent to Arterial Roads (Baxter Lane) (Oak Street)	25 feet
Side Yards	5 feet
Rear Yards	20 feet

For all corner Lots, the setbacks are as follows:

Front Yards Adjacent to Local Roads	15 feet
Front Yards Adjacent to Collector Roads (Ferguson Avenue)	20 feet
Front Yards Adjacent to Arterial Roads (Baxter Lane) (Oak Street)	25 feet
Side Yards Adjacent to street or open	15 feet
Alternate Side Yard	5 feet
Rear Yard	20 feet

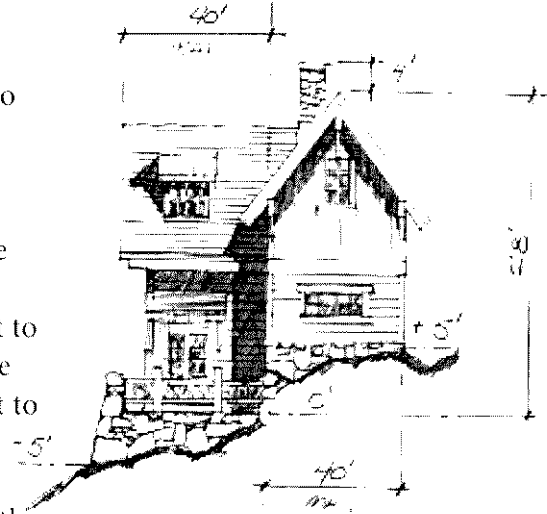
Height Limits

Multi Household building heights within Flanders Mill shall be based upon current zoning allowable building heights as established by the City of Bozeman. Single household residence building heights shall be:

- 26' maximum height for single story homes
- 30' maximum height for two story homes

Building height shall be measured from the highest ridge to the lowest adjacent grade as illustrated in figure 1 below.

On complex building with multiple heights, the building height shall be determined by, calculating the highest ridge line of the building, and measuring to the average of the highest and lowest existing grade across the site from front to back yard. Finished grade shall be the final elevation of the surface material, whether soil, paving, or decking, adjacent to the building as shown on the Architect's drawings.



With the approval of the FMAC, chimneys, cupolas, and other architectural features may exceed the given height limitations by no more than six feet.

Special consideration to the height limitations may be given to unique architectural designs, determined solely by the FMAC

The maximum building height shall never exceed the allowable maximum building height as stipulated by the City of Bozeman.

Maximum and Minimum Dwelling Sizes

Each single household lot (excluding townhomes) shall provide the minimum living space exclusive of garages, decks, porches and carports of 1,800 square feet.

The maximum single household building size is 6,000 square feet, exclusive of accessory structures

All building foundations shall make every effort to be constructed 1'-6" above the adjacent top back of curb at road to avoid potential problems with high ground water in the area. Due to the potential of higher ground water on certain lots within the subdivision, the Lot Owner is encouraged to solicit a professional engineering evaluation of groundwater conditions on their specific lot, prior to foundation design. Basements within lower-lying areas are strongly discouraged.

Roofs

Roofs are a major element in the building design and therefore will be emphasized by the FMAC. Shape and Form: Traditional gable, hip and shed roof designs used in creative and aesthetically pleasing combinations are encouraged. Secondary roof forms are highly recommended in designs for Flanders Mill. They can be particularly effective when special care is given to their massing and pattern.

In addition, no roof ridgeline shall extend more than forty (40) feet without interruption by an intersecting roofline, secondary roof structure, or step down roof in order to break up the overall roof mass.

ROOF ARTICULATION MEASUREMENT CRITERIA

Pitches

Roof pitches shall be chosen to accentuate the individuality of the building design. Careful consideration should be given to the climate and detailing of low slope and flat roof elements if they are to be implemented in the design.

Secondary Roof Structures

Dormers, skylights and chimneys are considered secondary roof structures. Dormers and most other secondary roof structures are encouraged, both to add interest and scale to major roof areas and to make habitable use of the space beneath the roofs. Dormers and other secondary roofs may have gable, hip or shed forms and may be stacked in multiple forms.

Eaves, Soffits, and Fascias

Eaves may have a horizontal or angled return to the wall. Soffits shall be required to cover all rafter tails and rough framing material, except where framing members are intentionally exposed, finished, and protected from exposure. All roof edges shall have a built-up (2) piece fascia (minimum 5-1/2":3-1/2" ratio for built-up fascia)

Skylights

When designing the location of skylights, consideration should be given to both the interior and exterior appearance of the unit. Locations should also be coordinated with window and door locations. Skylights shall be located away from the valleys, ridges, and other areas where drifting snow and ice may hinder the performance and safety of the unit.

Solar Collectors

Solar collectors shall only be allowed as conditionally approved by the FMAC. If allowed, solar collectors shall be integrated into the overall roof design, and shall be placed parallel with the slope of

the roof or wall of the building, located so as to minimize their appearance from public right of ways.

Roofing Materials

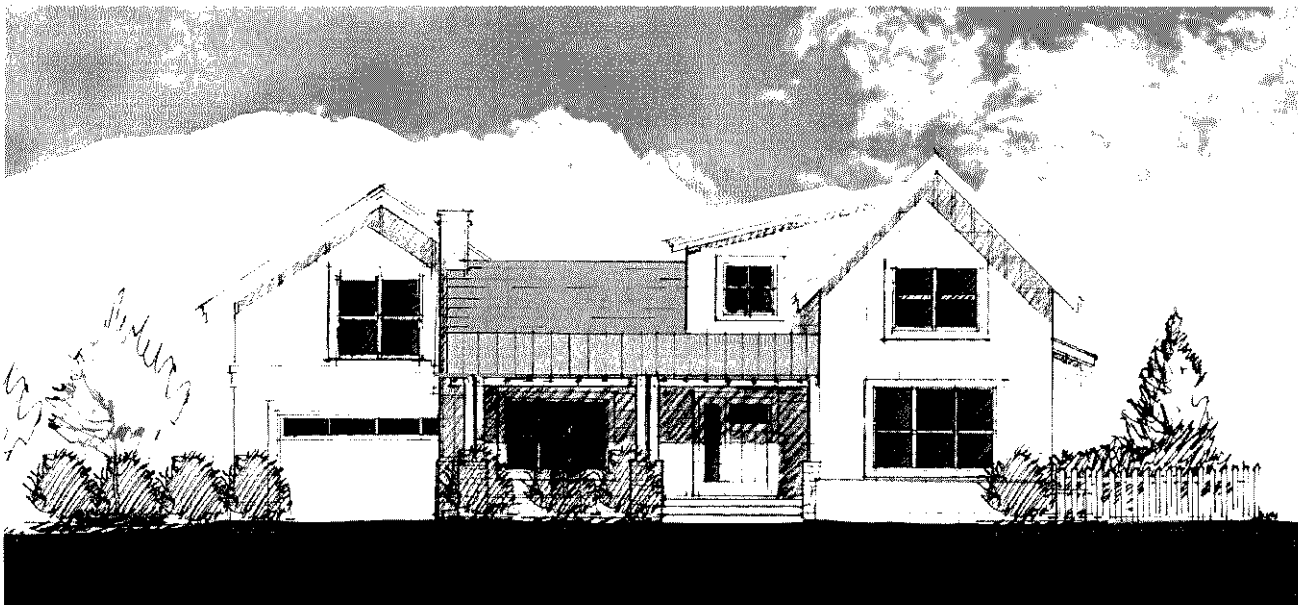
Roofing materials shall enhance the building and need to be compatible with the single household residential neighborhood characteristic of Flanders Mill. The recommended roofing materials are natural cedar shakes, cedar shingles, metal roofing, fiberglass, and asphalt composition shingles in an "architectural" grade. Other materials may also be considered with written approval of the FMAC. 3-tab asphalt shingles and exposed fastener delta rib metal roofing will not be permitted.

Gutters, Downspouts and Flashings

Gutters and down spouts must be of a color and finish that blends with the finish colors of the structure. Exposed galvanized material will not be allowed unless pre-patinad. Painted elements shall have factory applied coatings only. Flashing materials shall be copper, painted or anodized sheet metal.

Roof Mounted Equipment and Ventilating Roof Penetrations

All roof-mounted equipment shall be integrated in to the overall roof design and screened. All sewer, bathroom, clothes dryer, how water heater, wood or gas stove, or other roof venting stacks shall exhaust to the exterior of the building, and not into the attic, crawl space or basement. The visibility of all such venting stacks from the street front shall be minimized, and all such stacks shall be painted a color as similar as possible to the roof material color. Exterior antenna and/or satellite receivers shall not be located where visible from the street and should be screened subject to approval by the ARC.



Exterior Walls

The exterior walls are one of the most important aesthetic elements in the building design and will reflect the image of the entire subdivision. Elements of specific concern are indicated in the Principles of Design portion of this document. The scale and proportion of the exterior walls must have inherent interest and diversity, and harmonize with the high quality nature of Flanders Mill. Log homes will not be allowed.

Foundation Walls

Exposed concrete foundation walls shall be limited to a maximum eight (8) inches from the bottom of siding to the finished grade. Exposed concrete in excess of eight (8) inches of concrete shall be covered by continuous year round shrubbery, masonry veneer, textured concrete surfaces, or rigid metal that will not oil-can and will stand the test of time.

Materials

Acceptable wall cladding materials are natural and manufactured stone and brick (as approved by the FMAC), cementitious siding, natural wood siding which is painted or stained, metal siding and stucco. Vinyl, aluminum and plywood siding such as T1-11 will not be allowed. Stone/masonry veneer shall terminate on an interior corner and shall not be applied to only one façade of the building. The FMAC will consider other building materials on a case-by-case basis pending their conformance the overall character of the development. All materials will be required to be submitted to the FMAC for review.

Massing/Wall Form

No wall shall consist of a single finish treatment for more than fourteen (14) horizontal feet without interruption by a wall projection or a different siding material, widow, wall corner, chimney, wall recess, porch or other architectural form that adds interest.

Windows and Doors

Windows and doors are an important architectural element and therefore significant numbers are highly encouraged. All glazing in windows and doors shall be of double or triple glazing. No mirror or colored glazing shall be allowed. All windows and doors shall be vinyl, aluminum clad, finished wood or other material acceptable to the FMAC. Unclad custom-built windows for individual applications shall be trimmed and painted to provide consistent appearance with all other windows of the home. Custom-built windows must be approved by the FMAC on a case by case basis.

The patterns, sizing, symmetry (or asymmetry) of windows and doors determines the scale and feel of a home. The FMAC will require that the following aspects be carefully addressed in the window and door design:

- Consistency of types and shapes
- Window patterns consistent with design of the structure

Decks, Balconies, Patios and Porches

Decks, balconies, patios and porches shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Decks at grade level shall be skirted to grade. Decks which are on the second story (that are not cantilevered) and high off the ground shall either be sided down to a continuous concrete grade beam and sided with the same siding as the main body of the structure, or they shall be required to have additional mass and size in the vertical support posts and a soffit treatment to the underside of the deck which is approved by the FMAC. Treated Douglas Fir, except in structural members, is not an acceptable decking material. All structural supports shall have a substantial base designed to accentuate the home.

Entries

The Entry shall be the dominant feature of each home in Flanders Mill as viewed from the street. Particular attention and detail shall be applied to the primary entry.

Exterior Lighting

All residential lighting (non-street lighting) shall be illuminated with lights that meet the City of Bozeman standard requirements. In addition, all outdoor residential lighting shall be free of glare and shall be fully shielded or shall be indirect lighting. No illumination shall extend beyond a property's lot line. No unshielded lights shall be permitted. No mercury vapor or high pressure sodium lights shall be permitted. For the purpose of this paragraph, the following definitions shall apply:

- 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 as certified by a photometric test expert
- Indirect light: Direct light that has been reflected or has scattered off of other surfaces
- Glare: Light emitting from a luminary with an intensity great enough to reduce a viewer's ability to see, and in extreme cases, causing momentary blindness
- Outdoor Lighting: The nighttime illumination of an outside area or object by any man-made device located outdoors that produces light by any means.

Garages & Accessory Buildings

Each single household home is required to have a minimum of an attached or detached two (2) car garage with a sectional roll up door(s). All garages shall be subordinate to the home and as such shall not be the dominant feature of any home.

Conventional Lots with Front-Loaded Garages require de-emphasis and subdued garage door locations from the primary street frontage, whether primary or secondary. Garages shall not be the dominant feature of the houses. Plans for front-loaded garages must incorporate the following:

- Courtyard configurations which orient the garage doors inwardly to the interior of the lot and in proximity to the front door. In the event that a courtyard configuration is employed, the Owner shall present, as a part of the plan to be approved by the FMAC, a landscaping plan that will include at least one coniferous tree, or other screening device as approved by the FMAC, opposite the garage door, placed in such a manner as to act as a screen so that the garage door will not be readily visible to street traffic approaching from the direction that the garage door faces. As an example, if the garage door faces the east, then the coniferous tree or screening device will be placed near the street on the east side of the driveway. All such trees must be at least 12' tall at full maturity
- Detached garages located behind the primary home are encourage. These garages should consider a central green strip running down the driveway from the sidewalk to the garage to reduce the amount of impervious surface at each residence.
- Garage doors must be located on a plane which is set back a minimum of twenty (10) feet from the plane that contains the front door for the residential portion of the house. If the house is located on a corner lot and the garage door and the front door of the residential portion of the house face the same street, the garage shall be located on the side of the house opposite the nearest intersecting street, so that the garage is on the side of the house nearest the mid-point of the Block.
- Side access configurations which orient the garage doors outwardly to the side yard
- Corner configurations which orient the driveway and garage doors to the secondary streets. In such cases, the garage door must still be screened from view from both the primary and secondary streets, as described above.

For Lots at the intersection of two streets, houses shall have the entry walkway and porch accessed from the same street as the adjacent lot closest to the mid-point of the block. The intention is to end the block with houses that relate to the street in a similar manner as mid-block houses.

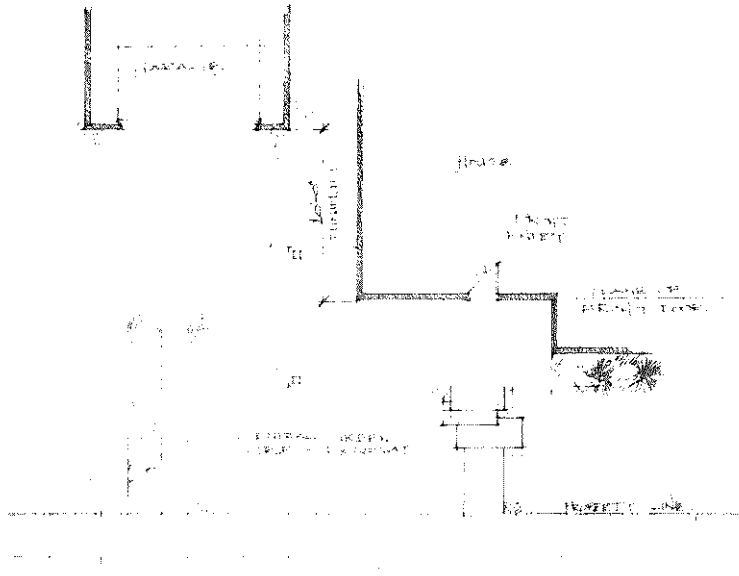


diagram illustrates required setback for ALL garage doors with relation to plane of front door

Accessory buildings will be allowed in Flanders Mill on a case by case basis. Design of accessory buildings is to be cohesive in style with the primary building. Accessory buildings include but are not limited to:

- Storage Buildings
- Saunas
- Guest Quarters
- Personal Work Shops

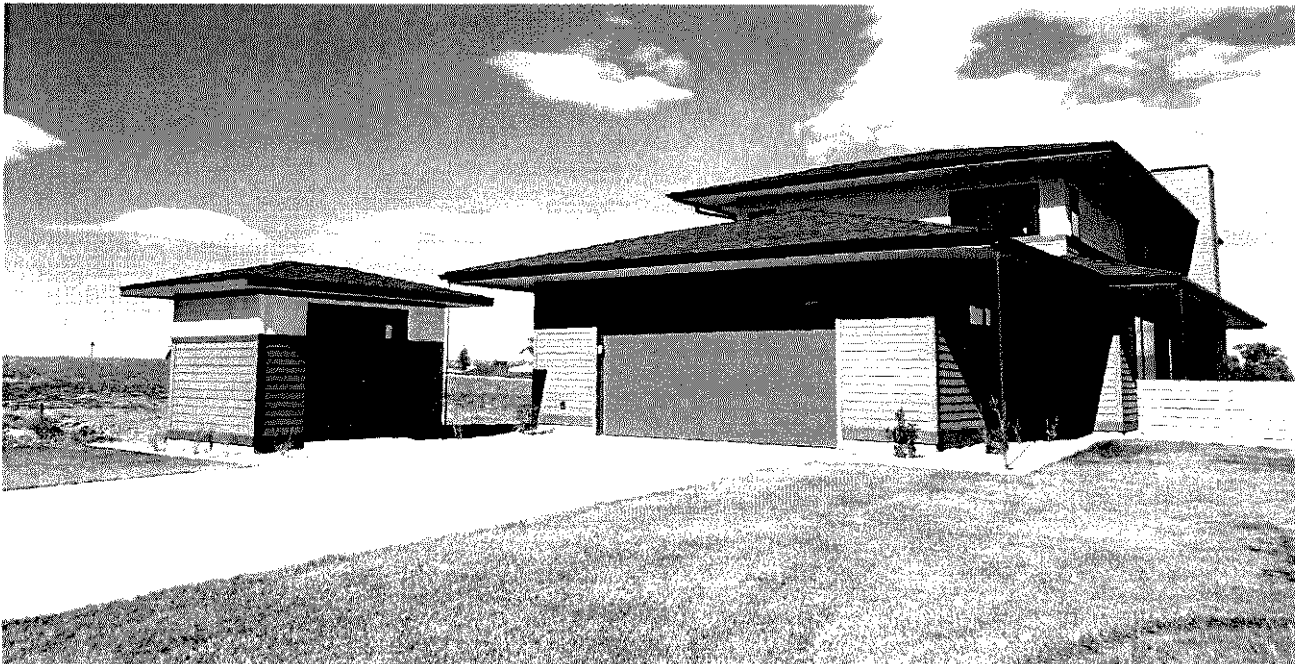


image illustrates cohesive design between primary structure and accessory structure

Prohibited Building Types

Prefabricated, modular, mobile, factory built and/or kit buildings of any type are prohibited.

Accessory Dwelling Units

Accessory Dwelling Units (ADU's) are permitted only over detached two (2) car garages. All ADU's shall not exceed the maximum height of the primary residence. All ADU's shall conform to City of Bozeman UDO requirements as well as any other necessary approvals as determined by City, County and State.

ENFORCEMENT

Enforcement of the Design Regulations and Guidelines shall be through the Declarant Flanders Mill Homeowners Association, or the FMAC.

DECLARANT'S RIGHT TO AMEND

For a period of seventeen (17) years following the recording of this document, or until 90% of the lots within Flanders Mill are sold, whichever is the last to occur, the Declarant reserves the right to amend these Design Regulations and Guidelines as the Declarant deems necessary or advisable. Such amendments shall have prospective application only, unless agreed to by the affected homeowners. Each lot owner and each holder of a mortgage or trust indenture on a unit, by acceptance of the deed or security instrument, hereby consents to all such amendments and grants unto the Declarant, as well as its successors and assigns, a limited irrevocable power of attorney, coupled with an interest, to amend this document without the need for a vote of the owners.

Section 4: Landscape Design Guidelines

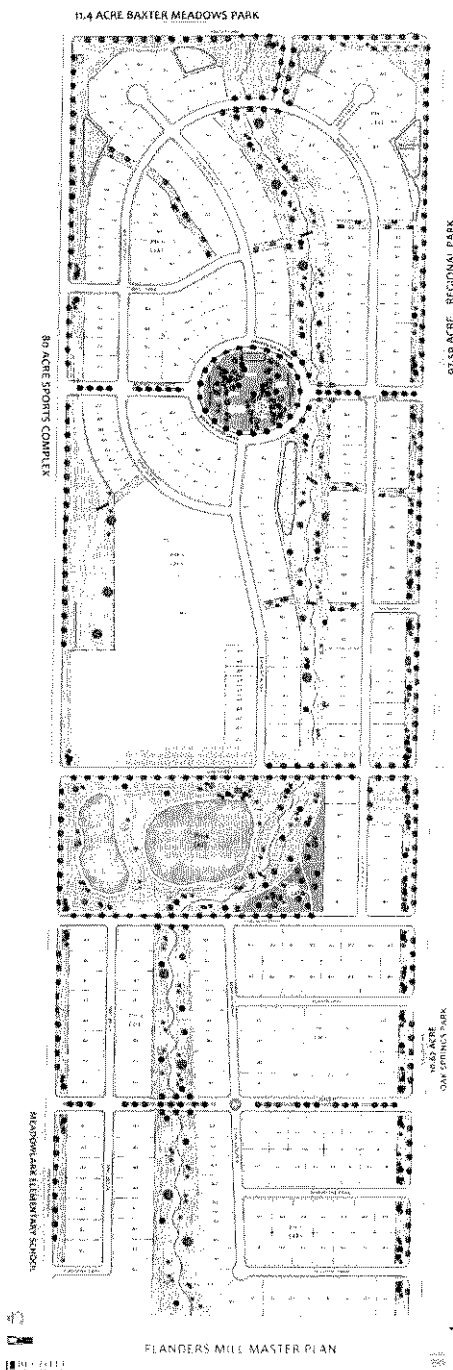
Intent

All landscape and site design shall strive to create unique and inviting environments, both within the personal character of an individual property and through the enhancement of the development as a whole.

These guidelines provide: the buffering of properties from wind and snow; the screening of parking for residences and pedestrian areas; the enhancements of entry areas for individual buildings; guidance for the conservation of water and the encouraged use of native or water-wise plant species.

General Requirements

1. All landscape designs shall be drawn and stamped preferably by a Landscape Architect Licensed by The State of Montana, or professional landscape designer with demonstrated experience.
2. Landscaping and outdoor improvements must be completed within nine (9) months of substantial completion of any or each structure.
3. Ensure proper erosion control techniques are implemented: All disturbed areas must implement erosion control techniques to ensure on-site and off-site protection. Slope stabilization is required on all slopes 3:1 and greater with Best Management Practices (BMP's) implemented as necessary.
4. Conflicts with utilities: All landscape plans shall clearly illustrate all proposed utilities and infrastructure, both in plan and legend. All landscaping and irrigation shall begin only after a thorough utility location survey is completed.
5. Landscape remodels: All landscape remodel projects are to be consistent with the Flanders Mill Design Regulations and Guidelines. Landscape remodels and additions must be approved by the FMAC prior to installation.
6. No lot owner shall fill or obstruct the natural flow of any borrow ditch or drainage swale with the exception of the materials placed for the location of the driveway culvert. No borrow ditches may be filled.



Drive Surfaces

Concrete

- All concrete to have hand tooled edges and joints with a 1/4" radius and 3/4" depth.
- Concrete paving may be used for driveways, sidewalks, and curbing.

Dyed Concrete

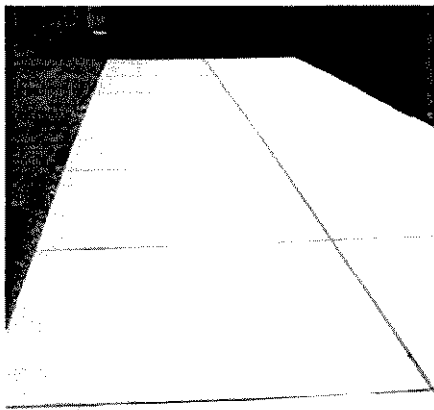
- The use of dyed or colored concrete will be considered on a case-by-case basis as an alternative to standard concrete within its permitted uses.
- A color sample must be presented to the FMAC for review and approval prior to installation.

Sidewalks

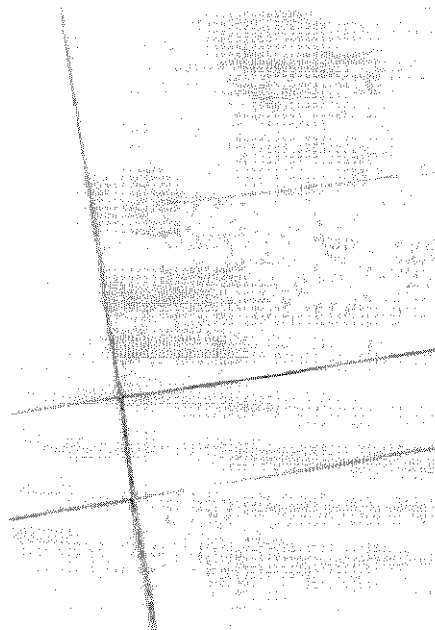
- All sidewalks to be concrete poured at a minimum depth of 4".
- All jointing and edges to be hand tooled with a 1/4" radius and 3/4" depth.
- All sidewalks shall comply with The City of Bozeman standard and maintain a minimum width of 5 ft.

Parking

- Parking is to be limited to private driveways and individual garages. The parking of vehicles in any non-designated area including side yards, front yards, back yards, parks, and open spaces is not permitted.
- The parking of company vehicles, both on private residential lots and within designated parking areas is not permitted.



Broom Finished
Concrete



Integral Dyed
Concrete



Integral Dyed
Concrete

Planting

Street and Boulevard Trees

- All street trees to be compatible with the current City of Bozeman Approved Street Tree list and be approved by the City Forester prior to installation (See Appendix).
- All street trees must conform to The City Of Bozeman code; 38.26.050, which states a minimum of one (1) large canopy tree per 50 ft of total street frontage, or if when the first condition is not feasible, two (2) small canopy trees per 50 ft of total street frontage may be substituted. A minimum caliper of 2" is required for all street and boulevard trees.
- All street and boulevard trees are to be selected from the Flanders Mill Street Tree List, any substitutions must be approved by the FMAC prior to installation.

Residential Tree Requirements

- All lots are to plant a minimum of ten (10) total trees including required street and boulevard trees, with a caliper size of 2" for seven (7) trees and a caliper size of 2.5"-3" for three (3) of the trees, and are to be chosen from the Flanders Mill approved Tree List (See Appendix). Any alternate species must be submitted to the FMAC for review and approval prior to installation.
- The planting hole shall be at least twice the diameter of the root ball, the root flare of the newly planted tree invisible and above ground, and there shall be a mulch ring 3'-4' in diameter around each newly planted boulevard tree. Three (3) of the minimum ten (10) required trees shall be conifers, and these coniferous trees shall not be less than six (6) feet in height.

Residential Mixed Planting Beds

- Planting beds are to contain mixed shrubs and perennials, the naturalized massing of species is preferred to the sporadic planting of individual species.
- Mixed perennial and shrub planting beds shall be used in the screening of building entrances, parking areas and around building perimeter. No exposed concrete building foundation will be allowed, and must be screened through landscape plantings for the perimeter of the building.
- Perimeter mixed planting beds are required in all areas of exposed foundation. Additionally two(2) appropriately sized mixed planting beds in the front yard and one(1) mixed planting bed in the back yard are required.
- The use of native and/or waterwise plantings is encouraged
- All perennials and shrubs are to be selected from the Flanders Mill Approved shrub and perennials list (See Appendix), any alternate species to be submitted to the FMAC for review and approval prior to installation.

Lawns

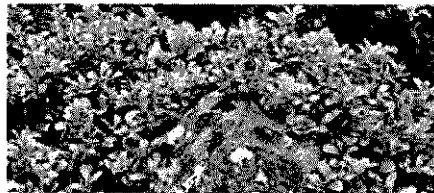
- All designated lawn areas to be established by either sod or seed, the use of drought tolerant sod mixes is encouraged. All lawn areas to be clearly indicated on landscape plans. Rock and gravel type ground covers will not be allowed as a general surface finish, but may be allowed for limited areas around, home, trees and planters.

Alleyways

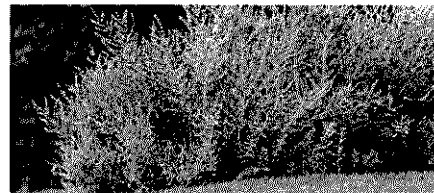
- All properties with back lot line adjacent to a designated alleyway shall maintain a mixed shrub planting within the designated six(6) ft easement. The easement shall be appropriately planted with shrubs to provide screening and mulched with an aggregate.



Yarrow 'Terra Cota'



Kinickinik



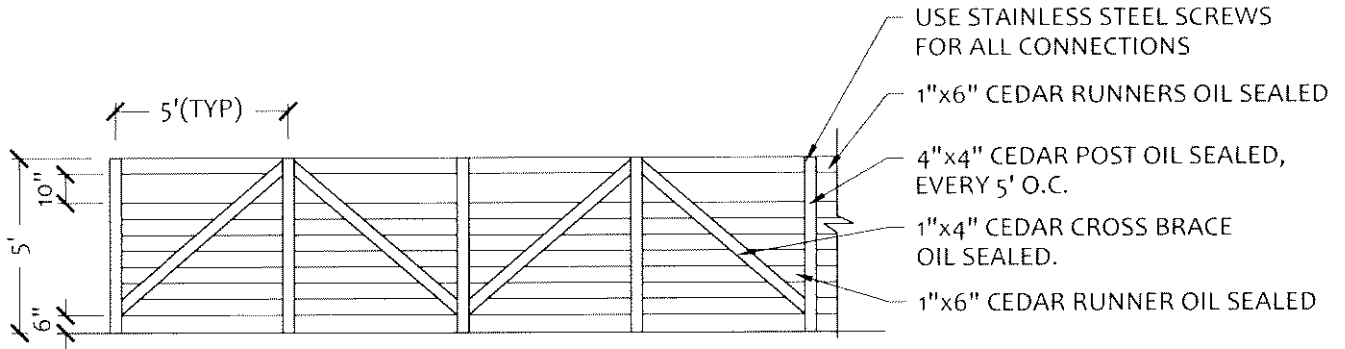
Russian Sage

Fences

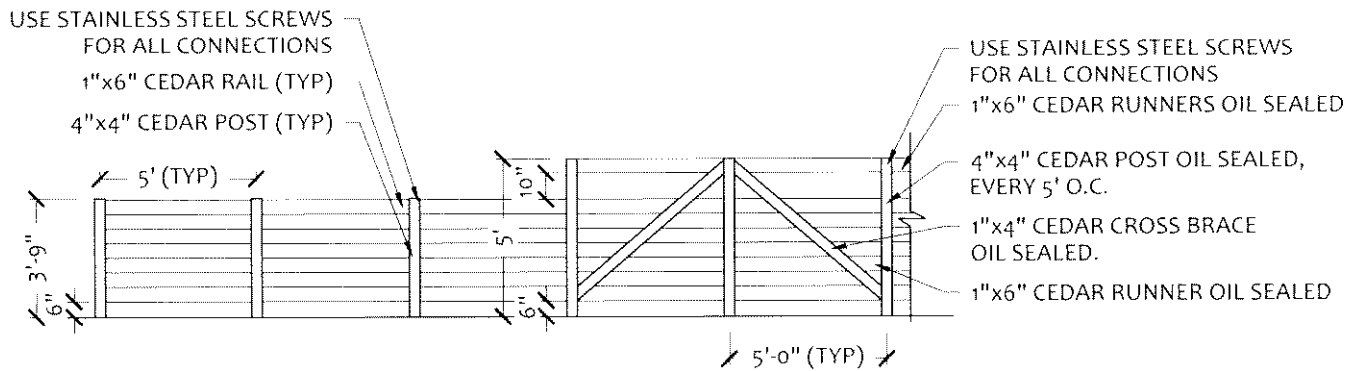
Flanders Mill and Ferguson Ave Street Frontage Fence

To be used to increase privacy for lots with rear lot lines and side yard lot lines adjacent to Fergusson Ave and Flanders Mill. Street frontage fencing to be installed per street frontage fence plan per each phase of development.

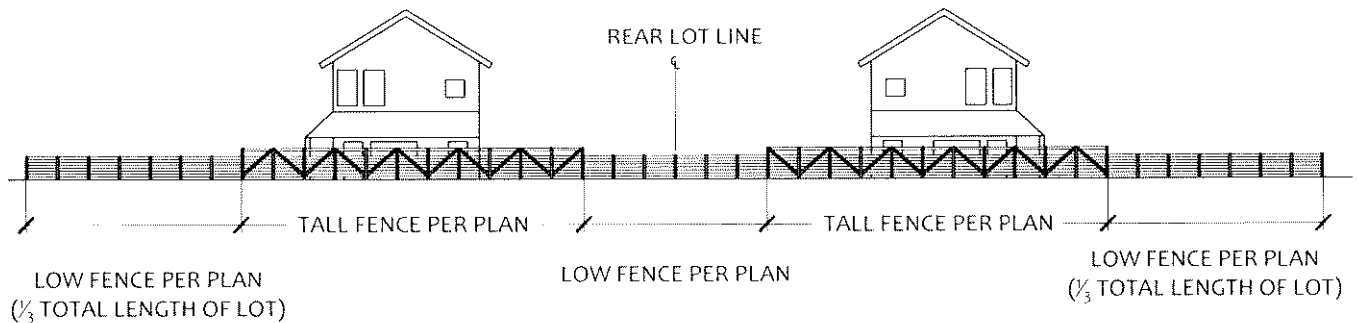
- Fence Style A: height of 5 ft to be used in all designated “tall fence” areas within street frontage fence plan
- Fence Style B: height of 3’9” to be used in all designated “low fence” areas within street frontage fence plan.



Fence Style A: Flanders Mill and Ferguson Ave Street Frontage Tall Fence



Fence Style B: Flanders Mill and Ferguson Ave Street Frontage Low Fence



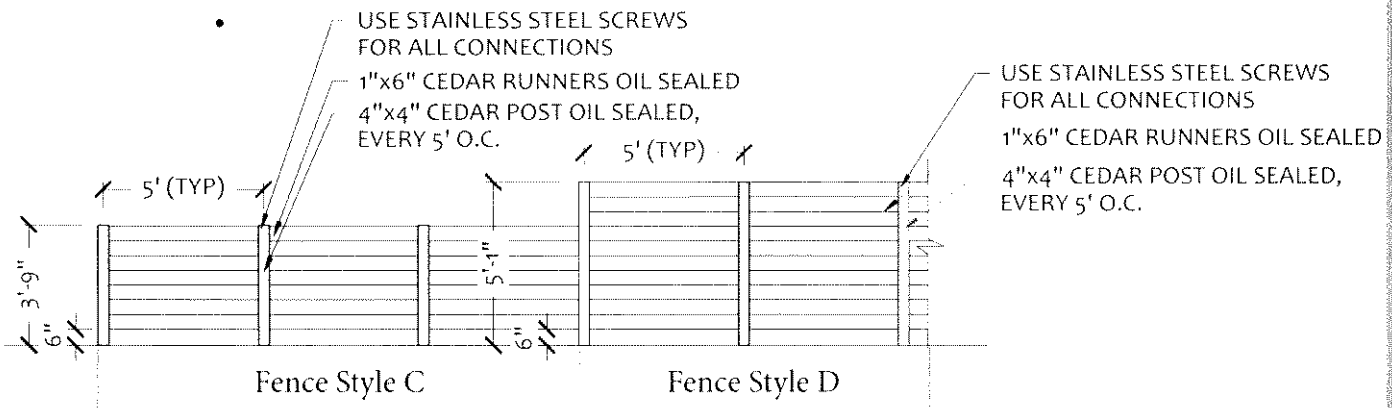
Typical Flanders Mill and Ferguson Ave Street Frontage Fence Elevation

Fences Cont.

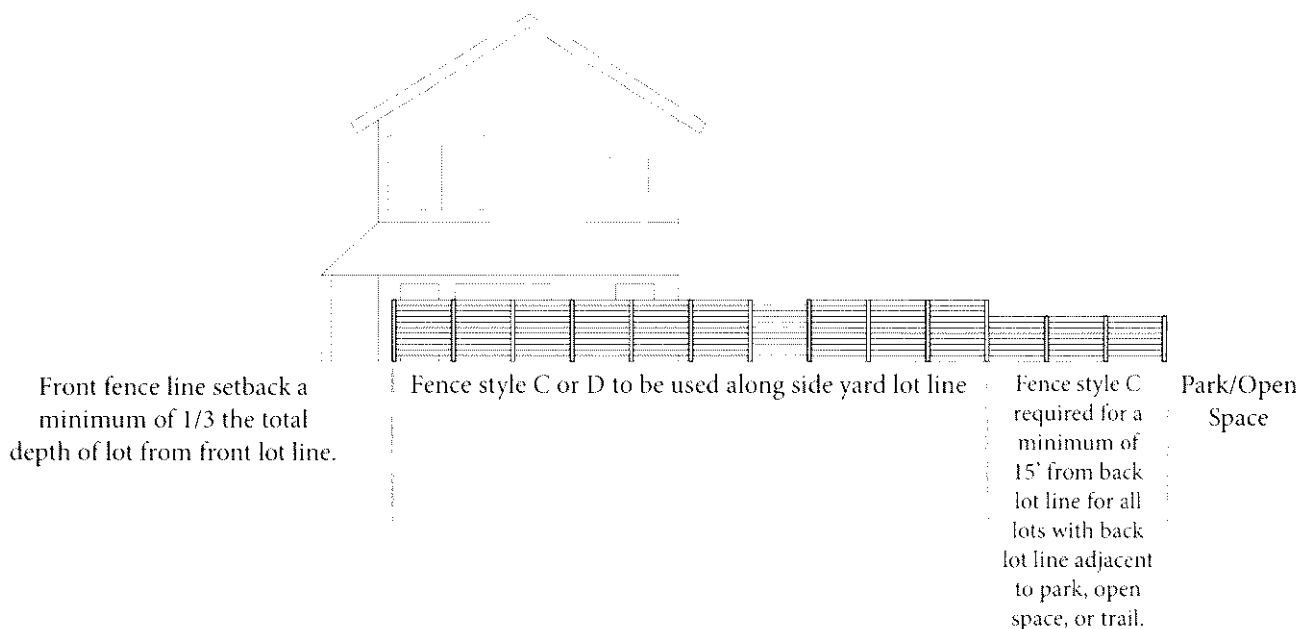
Interior Lot Fencing (without park, open space, trail, or street frontage)

To be used to increase privacy along side yard lot lines, rear lot lines, and parallel to front lot line in allowable areas as depicted per lot layout diagrams. To be used for all interior lots with the exception of along lot lines with adjacency to designated parks, trails, or open space. Such lots must utilize designated park and open space fence (Fence Style E) depicted within the design guidelines.

- Fence Style C: height of 3'9" to be used in designated all "low fence" areas along side yard lot lines.
- Fence Style D: height of 5'1" may be used in designated "tall fence" areas along side yard lot lines, along rear lot lines, and parallel to front lot lines as depicted within the lot layout diagrams.
- Fence style C may be substituted for fence style D in all allowable locations if a low fence is desired by individual property owners.
- All fence design shall be of the style depicted below. Fence height, style and location shall be clearly marked on all landscape plans and coherent with lot layout diagrams.
- Fence styles C and D are not permitted along lot lines with adjacency to Ferguson Ave, Flanders Mill St., designated trail corridors, parks and open spaces.



Interior Lot Side Yard and Side Street Fence Typical



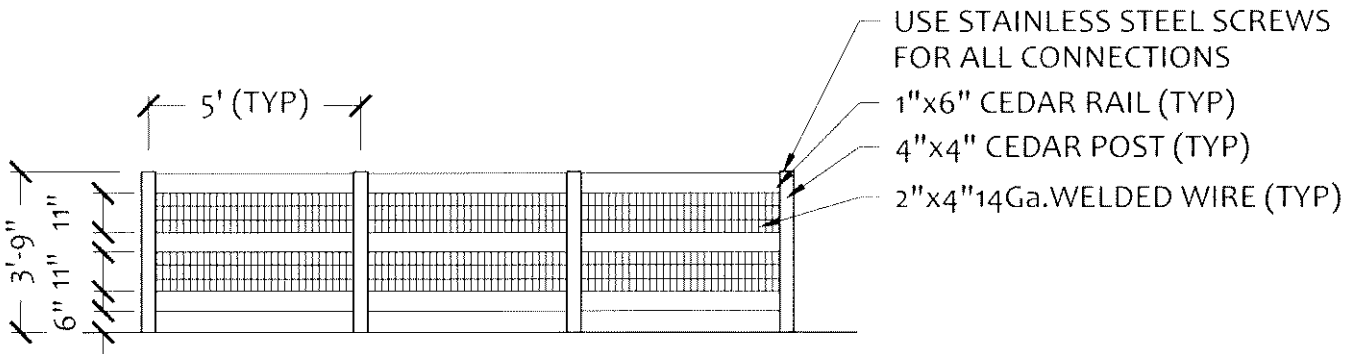
Typical Interior Lot Side Yard Fence Line With Park / Open space Adjacency

Fences Cont.

Parks, Open Space, and Trails Fence

To be used to increase privacy for lots with rear lot line and/or side yard lot lines adjacent to designated parks, open space, or trail corridors.

- Fence Style E: height of 3'9" to be used along rear lot line and/or side yard lot line with park, open space, or trail, adjacency.
- All fence design shall be as depicted below. Fence height, style and location shall be clearly marked on all landscape plans and be coherent with fence diagrams depicted within design guidelines.
- No alterations or alternative fence styles will be allow without approval from FMAC prior to installation.

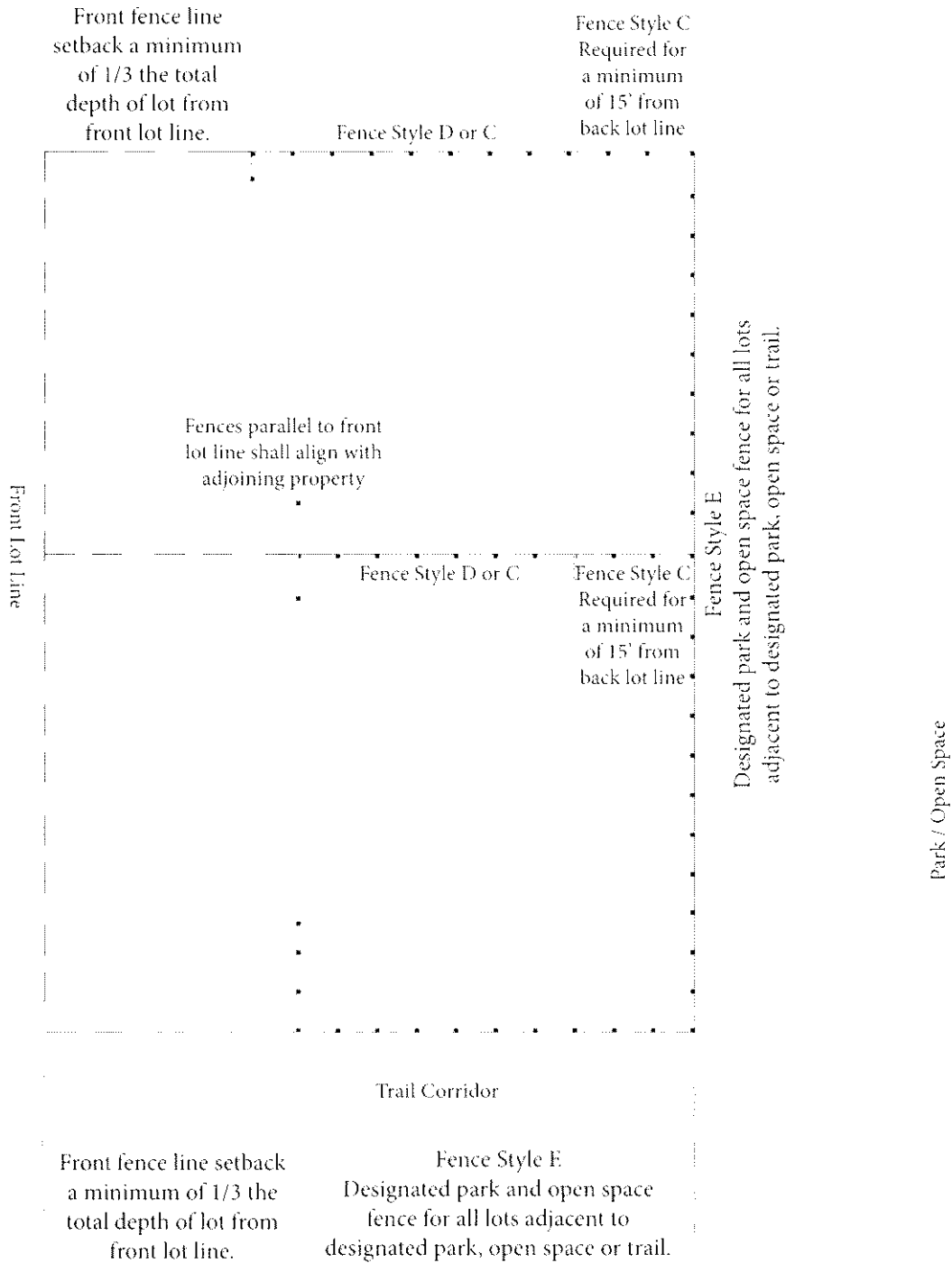


Fence Style E: Typical Park, Open Space, Trails Fence

Fences Cont.

Lot Layout Fence Diagram A

All allowable fencing to be installed per diagrams below. Only designated fence types are to be installed within designated areas. No alterations or substitutions are allowed without approval of FMAC prior to installation.

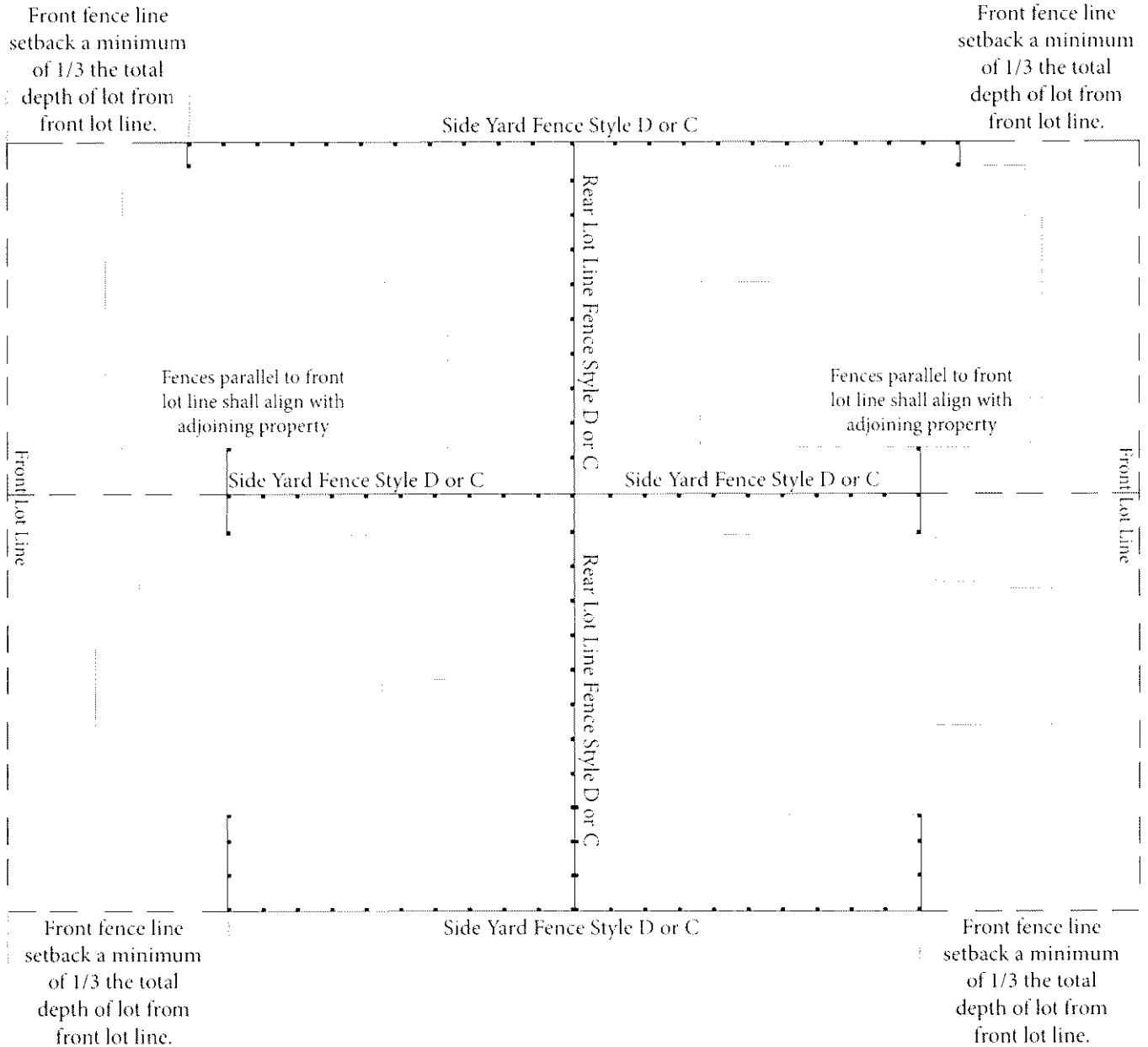


Typical Fence Layout Diagram A: Interior Lot with Trail or Open Space Adjacency

Fences Cont.

Lot Layout Fence Diagram B

All allowable fencing to be installed per diagrams below. Only designated fence types are to be installed within designated areas. No alterations or substitutions are allowed without approval of FMAC prior to installation.



Typical Fence Layout Diagram B:
Typical Interior Lot (No Open Space, Park, Trail, or Street Frontage)

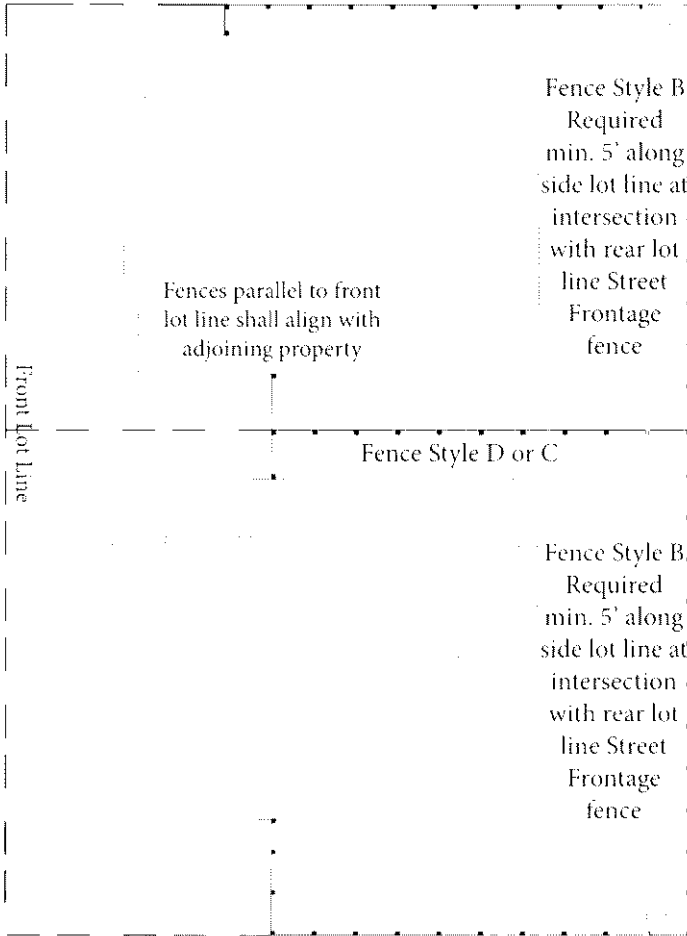
Fences Cont.

Lot Layout Fence Diagram C

All allowable fencing to be installed per diagrams below. Only designated fence types are to be installed within designated areas. No alterations or substitutions are allowed without approval of FMAC prior to installation.

Front fence line setback a minimum of 1/3 the total depth of lot from front lot line.

Fence Style D or C



Fence Style B
Required
min. 5' along
side lot line at
intersection
with rear lot
line Street
Frontage
fence

Fences parallel to front
lot line shall align with
adjoining property

Designated Ferguson Ave, Flanders Mill Street
Frontage Fence

Front fence line setback a minimum of 1/3 the total depth of lot from front lot line.

Fence Style D or C

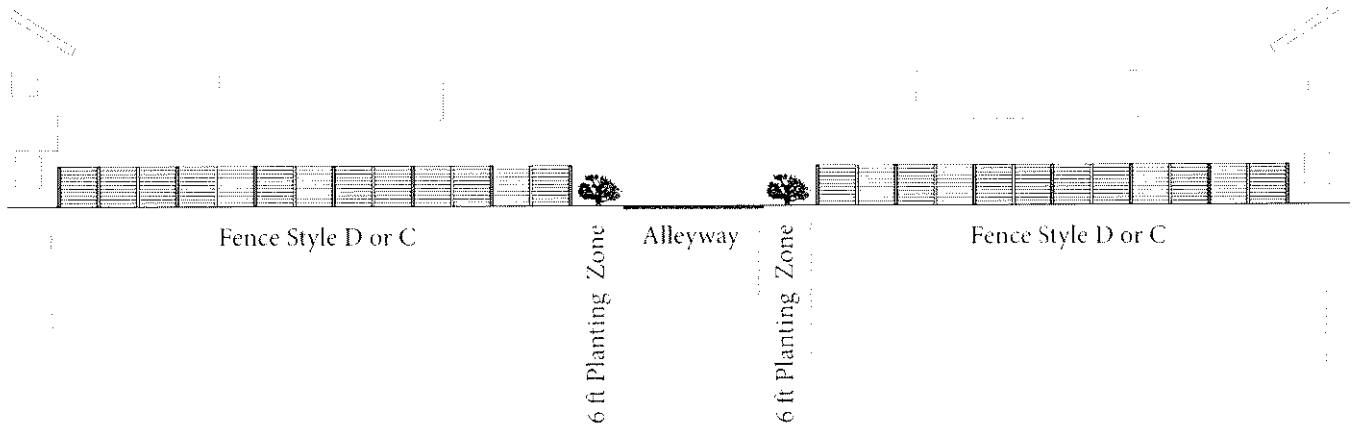
Typical Fence Layout Diagram C:

Typical Lot w/ Rear Lot Line Street Frontage to Ferguson Ave or Flanders Mill Street

Fences Cont.

Alleyway Fence Setback

- All lots with back lot line adjacent to alleyway must maintain a six(6) ft fence setback from edge of alleyway.
- The six(6) ft alley buffer zone must contain a mixed shrub planting bed with aggregate mulch cover.



Site Lighting

- All landscape and site lighting must comply with the Flanders Mill lighting standards.
- The use of 'up lighting' of any landscape or architectural feature is not permitted, all landscape and site lighting must be 'Dark Sky' compliant.
- All lighting must be fully shielded and free of glare, no illumination shall cross over the lot line of a property.
- No mercury vapor or High Pressure sodium lighting will be permitted.
- All landscape lighting is to be considered on a case-by-case basis and must be clearly indicated on all landscape plans and manufacturer cut sheets must be submitted to the FMAC for review prior to installation.

Dog Kennels

- Dog kennels are not permitted within the front yard of any residence.
- Kennels within the back yard of a residence are to be constructed of wood, or metal. No chain-link material is to be used for any part of the kennel structure.
- All kennel design and location must be submitted for review and approval by FMAC prior to installation.

Utility Screening

Screening and buffering shall be used to mitigate conflicts between dissimilar land uses and to visually disguise unsightly elements as viewed from both within and outside of the site boundaries. All mechanical equipment (including air conditioner condensers, power transformers, tv/phone boxes, etc.) must be screened through landscaping or architectural means.

Grading and Drainage

- Positive drainage, of a minimum 2% slope away from any structure for a ten (10) foot radius must be maintained for all structures within the development.
- Finished grade is to be known and established prior to the installation of any hardscape elements such as: sidewalks, driveways, walkways, patio, and walls.
- The use of retaining walls will be considered on a case-by-case basis and must be approved by the FMAC prior to installation. A retaining structure will only be approved if it's use is deemed necessary to achieve the desired grade in order to maintain positive drainage.

Yard Art

Yard art is not permitted in any front yard area. The use of yard art in the back yard of a residence will be considered on a case-by-case basis and must be approved by FMAC prior to installation.

Recreational Vehicles

The parking and/or storage of any recreational vehicle or trailer (including boats, snowmobiles, campers, rafts, and ATV's) is not permitted on any residential property. This is to include on street parking, private driveways, side yards, front yards, back yards, alley ways, parks, and open spaces

Irrigation

All landscape areas including street trees, boulevard plantings, lawn and seeding areas, trees, shrubs, and flower beds shall be irrigated with a permanent automatic irrigation system installed by a qualified irrigation contractor upon initial landscape installation.

- An 'as-built' irrigation plan is required upon completion of installation, and must be submitted to the FMAC, the plan shall clearly indicate the location of all irrigation components including; all irrigation lines, valves, wiring, and sleeves.
- All lawn and seeding areas are to be irrigated with a permanent overhead watering system utilizing spray or rotor irrigation heads. Head-to-head coverage is required. All irrigation heads are to be installed at a grade so not to be damaged by maintenance equipment.
- Perennial planting areas are to be irrigated with a dedicated drip irrigation system and should be adjusted appropriately for individual plant needs throughout the season.
- Trees and shrubs are to be irrigated with a designated bubbler irrigation system, adjusted appropriately for tree species, maturity, and size. If trees and shrubs are installed within the confines of a perennial planting area with an established drip irrigation system, the incorporation of these trees and shrubs will be addressed on an individual basis and assessed by a landscape professional.

Maintenance

- All trees and shrubs to be maintained in a healthy state, any tree or shrub showing more than 30% desiccation shall be replaced.
- All shrub and perennial beds shall be maintained with adequate mulch or rock cover. No planting bed shall have less than 2" layer of mulch or rock. Any area of exposed weed fabric shall have additional rock or mulched placed over it.
- Use cultural methods (mulch, pruning, irrigation, etc) to encourage plant health and growth and to discourage weeds. Keep planter beds and tree wells free of weeds and debris.
- All landscaping must be maintained to the minimum standard stated in The City of Bozeman ordinance (36.28.100)
- Mulch or gravel is to be used in all planting beds and around the base of all trees and shrubs planted within lawns and open spaces. Mulch type and depth is to be clearly indicated on all landscape plans and is subject to approval by the FMAC prior to installation.

Approved Mulches

Any organic mulch such as (shredded cedar, bark chips, soil pep, etc.), with natural earth tones and textures.

Natural stone aggregate with earth tones

- No lava rock will be permitted in any part of the landscape
- No artificial or bright colored aggregate will be permitted



'Mini Nugget'
Fir Bark



Shredded Cedar
Mulch



Big Sky 'Gold'
Cobble

FLANDERS MILL CHECKLISTPRE APPLICATION AND FINAL DESIGN REVIEW SUBMITTAL CHECKLIST

Pre- Application Requirements

1. Administrative Requirements
 - Receipt of Flanders Mill Design Regulations and Guidelines
 - Pre Application Design Review Submittal Checklist completed and signed
 - Pre Application Plan Review Fee (\$100.00) - Made payable to Flanders Mill Homeowners Association, Inc.
2. Site Plan Requirements
 - (2) sets of full size application drawings (site plan, floor plan, building elevations)
 - Property Legal Description
 - Scale and North arrow – Scale to be 1/8"=1'-0" or similar engineering scale
 - Setbacks clearly identified
 - Lot identification clearly indicated
 - Easements clearly identified
 - Road names clearly labeled
 - Drive surfaces clearly identified
 - Surface drainage patterns clearly identified
 - Site section illustrating existing grading and proposed grading with building location(s) indicated
3. Plan Requirements
 - Scale and North arrow – Scale to be 1/4"=1'-0" or similar
 - Building square footage per level, per structure and total square footage identified
 - Required setbacks for garage doors identified
 - Location of exterior patios, drives, walkways identified
4. Exterior Building Design Requirements
 - Allowable and actual building heights clearly identified
 - Existing and proposed grade line shown
 - Building elevations (all sides shown) – scale to be 1/4"=1'-0" or similar
 - Exterior building materials identified

Final Design Review Submittal Checklist

1. All information required in Pre-Application Requirements
2. Administrative Requirements
 - Design Review Submittal Checklist completed and signed
 - Plan Review Fee (\$350.00) - Made payable to Flanders Mill Homeowners Association, Inc.
 - (2) sets of full size stamped construction drawings
 - Digital copy of submittal in pdf format
 - Written responses to any and all Pre-Application Comments
3. Site Plan Requirements

- Property Legal Description
 - Scale and North arrow – Scale to be 1/8"=1'-0" or similar engineering scale
 - Setbacks clearly identified
 - Lot identification clearly indicated
 - Easements clearly identified
 - Road names clearly labeled
 - Drive and hardscape surfaces clearly identified
 - Site plantings list and location on the site plan. Include vegetative and mineral (boulder) locations
 - Location of utility meters and utility service lines
 - Surface drainage patterns clearly identified
 - Site section illustrating existing grading and proposed grading with building location(s) indicated
4. Plan Requirements
- Scale and North arrow – Scale to be 1/4"=1'-0" or similar
 - Building square footage per level, per structure and total square footage identified
 - Required setbacks for garage doors identified
 - Location of exterior patios, drives, walkways identified
 - Roof plan w/ materials indicated – Scale to be 1/4"=1'-0" or similar
5. Exterior Building Design Requirements
- Allowable and actual building heights clearly identified
 - Existing and proposed grade line shown
 - All building materials and colors clearly labeled and identified
 - Exterior lighting fixtures and associated cut sheets identified
 - Building elevations (all sides shown) – Scale to be 1/4"=1'-0" or similar
6. Additional Information
- Physical material samples for all exterior building materials (photographic representation may be accepted pending Design Review decision)
 - Color renderings of all building elevations

All incomplete submittals will be returned without comment resulting in additional plan review fees.

I, _____, ascertain that all information has been filled out and submitted per Flanders Mill Design Regulations and Guidelines.

Signed _____

Date _____

Perennial Planting List

Achillea hybrid	Yarrow	'Moonshine', 'Paprika', 'Terra Cotta'
Amemone Patens	Pasque Flower	
Antennaria microphylla	Pussytoes, Rosy	
Alchemilla mollis	Lady Mantle	
Ajuga	Bugleweed	
Aster dumosus	Woods Aster	
Aster Hybrids	Fall Aster	'Professor Kippenburg' 'Tiny Theo'
Brunneria macrophylla	Brunneria	'Jack Frost'
Creastrium tomentosum	Snow in Summer	
Clematis hirsutissima	Clematis	
Echinacea purpurea	Coneflower	Var.
Galium odoratum	Sweet Woodruff	
Geranium cantabrigiense	Geranium	Var.
Geranium Hybrids	Geranium	
Heliopsis helianthoides	Sun flower	
Hemerocallis sp.	Daylily	var.
Heuchera	Corqal Bells	Var.
Iris sp.	Iris	Var.
Lamium maculatum	Lamium	
Nepeta faassenii	Catmint	
Origanum hybrid	Oregano Ornamental	
Penstemon var.	Penstemon	
Perkobskia atriplicifolia	Russian Sage	
Rudbeckia fulgida	Black Eyed Susan	
Salvia nemerosa	Salvia	
Scabiosa caucasica	Pin Cushion Flower	
Saponaria var.	Soapwort	
Sedum var.	Sedum	
Solidago canadensis	Goldenrod	'Golden Baby' 'Baby Gold'
Stachys monieri	Betony 'Hummelo'	
Thymus var.	Thyme Creeping	
Veronica spicata	Veronica, Speedwell	

A.2

Ornamental Grasses Planting List

*Montana Native

<i>Calamagrostis x acutiflora</i>	Feather Reedgrass	'Karl Foester', 'Avalanche', 'El Durato'
<i>Festuca glauca</i>	Fescus, Blue	
<i>Helictotrichon sempervirens</i>	Blue Oat Grass	
<i>Miscanthus sinensis</i>	Maiden Grass	'Gracillimus'
<i>Molina caerulea</i> subsp <i>arundinacea</i>	Moor Grass Tall Purple	'Skyracer', 'Transparent'
<i>Panicum virgatum</i> *	Switchgrass	'Cheyenne Sky', 'Northwind', 'Shenandoah'
<i>Schizachyrum scoparium</i> *	Little Bluestem	'Blaze', 'The Blues'
<i>Sporobolus heterolepis</i> *	Prairie Dropseed	

Appendix 3

Evergreen Shrubs Planting List

Evergreen Shrubs

<i>Juniperus chinensis</i>	Juniper, Chinese	'Mint Julep'
<i>Juniperus communis</i>	Juniper Common	'Alpine Carpet', 'Blueberry Delight'
<i>Juniperus horizontalis</i>	Juniper, Horizontal	'Blue Chip', 'Hughes', 'Prince of Wales', 'Blue Rug'
<i>Juniperus sabina</i>	Juniper Savin	'Broadmoor', 'Buffalo', 'Calgary Carpet'
<i>Juniperus scopulorum</i>	Juniper Rocky Mountain	'Cologreen', 'Medora', 'Wichita Blue'
<i>Picea abies</i>	Spruce, Dwarf	'Little Gem', 'Birds Nest'
<i>Picea pungens</i> 'Globosa'	Spruce, Dwarf Blue Globe	
<i>Pinus mugo</i>	Pine, Mugo	'Tannenbaum', 'Valley Cushion', 'Slowmound'
<i>Pinus sylvestris</i>	Pine, Scotch 'Hillside Creeper'	
<i>Taxus x media</i>	Yew, Spreading 'Taunton'	

Deciduous Shrubs Planting List

<i>Acer ginnala</i>	Maple, Amur 'Emerald Elf'	
<i>Alnus tenuifolia</i>	Thinleaf Alder	
<i>Archostaphylos uva-ursi</i> *	Kinnickinnik	
<i>Amelanchier alnifolia</i> *	Serviceberry	
<i>Aronia melanocarpa</i> var. <i>alata</i>	Chokeberry, Glossy Black	'Iroquois Beauty'
<i>Artemisa cana</i> *	Silver sage	
<i>Artemisa tridentata</i> *	Big Sagebrush	
<i>Berberis repens</i> *	Oregon Grape	
<i>Berberis thunbergii</i>	Barberry	'Golden, Emerald', 'Burgundy' and 'Jade Carousel', 'Concorde', 'Crimson Pygmy', 'Cabernet'
<i>Caragana</i> var.	Peashrub	
<i>Chyrosothamnus nauseosus</i> *	Rabbitbrush	
<i>Cornus</i> var.	Dogwood var.	
<i>Salix</i> var.	Willow var.	
<i>Cotoneaster apiculatus</i>	Cotoneaster Cranberry	
<i>Cotoneaster lucidus</i>	Cotoneaster Peking	
<i>Diervilla lonicera</i>	Honeysuckle, Dwarf Bush	
<i>Elaeagnus commutata</i> *	Silverberry	
<i>Euonymus alatus</i>	Burning Bush, Dwarf	
<i>Euonymus alatus</i>	Burning Bush	
<i>Forsythia</i> hybrid	Forsythia	'Meadowlark',
<i>Hydrangea arborescens</i>	Hydrangea 'Annabelle'	
<i>Hydrangea paniculata</i>	Hydrangea 'Tardiva'	
<i>Lonicera involucrata</i> *	Honeysuckle, Twinberry	
<i>Lonicera</i> hybrid	Honeysuckle, 'Honeyrose'	
<i>Philadelphus lewisii</i>	Mockorange	
<i>Physocarpus opulifolius</i>	Ninebark	
<i>Potentilla fruticosa</i>	Potentilla	
<i>Prunus besseyi</i>	Sandcherry var.	
<i>Prunus tomentosa</i>	Nanking Cherry	
<i>Ribes</i> var.	var.	
<i>Rhus</i> var.	Sumac var.	
<i>Rosa</i> Hybrids	Rose Shrub	
<i>Spiraea</i> var.	Spirea	
<i>Syringa</i> var	Lilac var & Hybrids	
<i>Viburnum</i> var.	Viburnum var.	

Deciduous Tree Planting List

<i>Acer ginnala</i>	Maple, Amur	'Flame', 'Embers'
<i>Acer freemanii</i>	Maple, Hybrid	'Sienna Glen'
<i>Acer negundo</i>	Maple, Boxelder	'Sensation'
<i>Acer plantanoides</i>	Maple, Norway	'Emerald Lustre', 'Royal Red', 'Helena'
<i>Acer rubrum</i>	Maple Red	'Autumn Spire', 'Scarlet Jewel'
<i>Acer saccharum</i>	Maple Sugar	'Green Mountain'
<i>Acer tataricum</i>	Maple, Tatarian	'Hot Wings'
<i>Aesculus glabra</i>	Ohio Buckeye	
<i>Alnus hirsuta</i> 'Harbin'	Alder, Manchurian	'Prairie Horizon'
<i>Amelanchier grandiflora</i>	Serviceberry	'Autumn Brilliance'
<i>Betula papyifera</i>	Birch, Paper	
<i>Betula platyphylla</i>	Birch, Asian White	'Dakota Pinnacle'
<i>Caragana arborescens</i> 'Pendula'	Caragana, Weeping	
<i>Celtis occidentalis</i>	Hackberry	
<i>Crataegus amibigua</i>	Hawthorn, Russian	
<i>Crataegus crus-galli</i> var <i>inermis</i>	Hawthorn, Thornless Cockspur	
<i>Crataegus laevigata</i> 'Superba'	Hawthorn	'Crimson Cloud'
<i>Crataegus x mordenensis</i>	Hawthorn	'Snowbird', 'Toba'
<i>Euonymus bungeana</i>	Winterberry	'Prairie Radiance'
<i>Gleditsia triacanthos</i> var <i>inermis</i>	Honeylocust	'Northern Acclaim', 'Skyline', 'Imperial'
<i>Maackia amurensis</i>	Maackia, Amur	
<i>Malus</i> sp	Crab, Flowering	Varieties with small, persistent fruit and fireblight resistant
<i>Prunus maackii</i>	Chokecherry, Amur	
<i>Prunus padus</i> var <i>commutata</i>	Mayday Tree, Birdcherry	
<i>Prunus ussuriensis</i>	Pear, Ussarian	'Mountain Frost', 'Prairie Gem'
<i>Prunus virginiana</i>	Red Chokecherry	'Canada Red'
<i>Quercus macrocarpa</i>	Oak Bur	
<i>Sorbus alnifolia</i>	Mountain Ash, Korean	
<i>Sorbus decora</i>	Mountain Ash, Showy	
<i>Sorbus hybrida</i>	Mountain Ash, Oakleaf	
<i>Syringa pekinensis</i> 'SunDak'	Lilac, Peking	'Copper Curls'
<i>Syringa reticulata</i>	Lilac, Japanese Tree	'Ivory Silk', 'Snowdance'
<i>Tilia americana</i>	Linden, American	'Boulevard', 'Lincoln', 'Redmond'
<i>Tilia cordata</i>	Linden, Little Leaf	'Greenspire'
<i>Tilia hybrid</i>	Linden, Hybrid	'Dropmore'
<i>Ulmus americana</i>	Elm, American	'Brandon'
<i>Ulmus davidiana</i> var <i>japonica</i>	Elm, American	'Discovery'

Evergreen Tree Planting List


Evergreen Trees

Juniperus scopulorum	Rocky Mountain Juniper
Picea abies	Norway Spruce
Picea engelmannii	Engelman Spruce
Picea glaca var densata	Blackhills Spruce
Picea pungens	Colorado Spruce
Pinus aristata	Bristlecone Pine
Pinus nigra	Austrian Pine
Pinus ponderosa	Ponderosa Pine

Street Tree Planting List

Trees Street

Acer ginnala	Amur Maple	var.
Acer plantanoides	Maple, Norway	Emerald Lustre', 'Royal Red'
Acer rubrum	Maple Red	'Autumn Spire', 'Scarlet Jewel', 'Helena',
Acer tataricum	Tatarian Maple	'Hot Wings'
Celtis occidentalis	Hackberry	
Gleditsia triacanthos	Honeylocust	'Northern Acclaim', 'Skyline', 'Imperial'
Quercus macrocarpa	Oak Bur	
Tilia americana	Linden, American	'Boulevard', 'Lincoln', 'Redmond'
Tilia hybrid	Linden, Hybrid	'Dropmore'
Tilia cordata	Linden, Little Leaf	'Greenspire'
Ulmus americana	Elm, American	'Brandon'
Ulmus davidiana var japonica	Elm, American	'Discovery'

This is an amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Flanders Mill # ~~25839298~~, dated 3/7/2016.
2539298 

Page 9 – Article II, Section 2.18

Future Development. If developed as currently planned, at full completion the Project will contain 292 lots (individually a “Lot” and collectively the “Lots”) intended for single-household residential use, 18 Townhome Units, 16 Auxiliary Dwelling Units, approximately 9.1 acres of R-4 Multi-Household Apartments, and 4.4 acres of PLI (Public Lands Institutional) and all related Common Open Spaces, and Tracts for the construction of common use facilities to serve the Project. Declarant reserves the right to make changes to future phases of the Project and, while Declarant intends and expects to complete the Project, nothing herein creates an obligation on the Declarant to develop future phases.

Page 10 - Article IV, Section

Capitol Contribution. Upon closing, property owner is to pay a one-time fee of \$300 for each property purchased payable to the Flanders Mill Homeowners Association capital contribution fund. These funds are intended to fund future maintenance items within the Flanders Mill Development.

Page 22 – Article VIII, Section 8.4

~~Fences. One of the primary goals of the Project is to create an atmosphere that is open and friendly. Because of the importance of this goal perimeter lot fencing will not be allowed in this subdivision. Dog runs, kennels, and electric invisible fence are to be used for constraining dogs.~~ The Committee will approve fencing consistent with the Design Regulations Guidelines (Section 4). To the extent applicable, allowed fencing dimensions and styles shall be compatible with those adopted in the Park Master Plan for the Project.

Page 23 – Article VII, Section 8.9

~~No Storage Sheds. Storage needs should be anticipated in the planning stage and will be required to be an integral part of the design of the garage so that all storage is within the garage or attached structure.~~ The Committee will approve accessory buildings consistent with the Design Regulations Guidelines (Section 3).

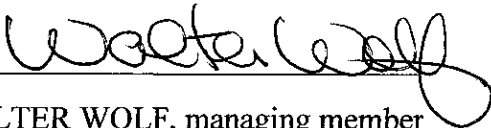
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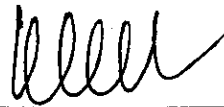
In Witness Whereof, the Declarant has caused this Declaration to be executed by its duly authorized agent this 9th day of January, 2018.

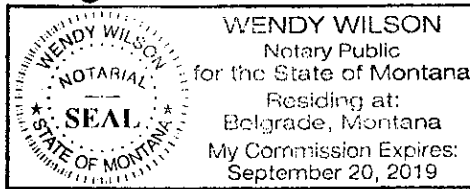
Flanders Mill, LLC


WALTER WOLF, managing member

STATE OF MONTANA)

County of Gallatin)





The foregoing Declaration was acknowledged before me by Walter Wolf, managing member of Flanders Mill, LLC., this 9th day of January, 2018.

This is an amendment to the restated Flanders Mill Design Regulations and Guidelines that supersede and replace in their entirety the design regulations and guidelines #2604097 dated 1/22/18. These are implemented by the declarant of Flanders Mill, LLC. and the Flanders Mill Architectural Committee (FMAC) on behalf of the Flanders Mill Home Owners Association (Association). Specifically, the real property subject to these Regulations and Guidelines is described as follows:

FLANDERS MILL SUDIVISION, PHASES 4 THRU 7, LOCATED IN THE E ½ OF SEC. 3, T. 2 S., R. 5 E, OF P.M.M., CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA.

Return To:
Security Title Company
P.O. Box 6550
Bozeman, MT 59771-6550

Accommodation Recording Only
STC# G2018



Flanders Mill
Bozeman, Montana
Design Regulations and Guidelines

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Page 1 of 41 04/04/2018 10:51:49 AM Fee: \$297.00
Charlotte Mills - Gallatin County, MT MISC



TABLE OF CONTENTS

Section 1: Architectural Control

1. Introductions, Purposes & Definitions
2. Architectural Control Process
 - a. Intent
 - b. Design Submittal Inclusions
 - c. Start of Construction
 - d. Completion

Section 2: Principles of Design

1. Principles of Design

Section 3: Architectural Design Guidelines

1. Intent
2. Density, Allowable Uses, Allowable Areas and Setbacks
3. Roofs
4. Exterior Walls
5. Garages & Accessory Buildings
6. Enforcement
7. Declarants Right to Amend

Section 4: Landscape Design Guidelines

1. Intent
2. General Requirements
3. Site Amenities
4. Irrigation

Section 5: Appendices

- Appendix A - Design Review Checklist
- Appendix B - Perennial Planting List
- Appendix C - Ornamental Grasses Planting List
- Appendix D - Evergreen Shrubs Planting List
- Appendix E - Deciduous Shrubs Planting List
- Appendix F - Deciduous Tree Planting List
- Appendix G - Evergreen Tree Planting List
- Appendix H - Street Tree Planting List

Section 1: Architectural Control

Introductions, Purposes & Definitions

Introductions

These Building and Landscape Design Regulations and Guidelines for Flanders Mill are a component of the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Flanders Mill which are implemented by the Flanders Mill Architectural Committee ("FMAC") in association with the Declarant and the Flanders Mill Homeowners Owners Association, Inc. (Association).

Purposes

The purposes of the Building and Landscape Design Regulations and Guidelines is to describe the general nature and appearance of improvements made to Lots within the community, in order that the FMAC may review and approve or disapprove plans, specifications, designs, landscaping, sites and locations of improvements to be constructed or erected on any Lot within the property.

Words used in this document shall maintain their standard definition or as defined by the City of Bozeman Unified Development Ordinance or as defined by the Covenants applicable to this development.

Architectural Control Process

Intent

The building and landscape design regulations and guidelines which follow are intended to complement the City of Bozeman Uniform Development Ordinance (UDO) which govern this community, and to clarify the intention for the design of buildings and landscaping for this project. Specifically, these guidelines set forth design criteria that address the building design and location, landscaping, lot density, and other improvements. The intent of these guidelines is to allow as much flexibility as possible while at the same time define a minimum level of quality and consistency of building design which will be consistent with and maximize the quality of the overall project. The unique design elements of the Developer, Building Contractor, Architect, Home Builder, and Owners for both the landscaping and the buildings will be respected, and individual expression is encouraged, provided they are harmonious with the overall plan of the Project.

The (FMAC), and or its assigns, shall review submitted materials and plans for compliance with the Design Regulations & Guidelines (DRG) for any proposed improvement or landscape development and approve or disapprove all plans based on the criteria set forth. No construction or alteration of any improvement or any work affecting the external appearance of any improvement shall be made, erected, altered, placed or permitted to remain upon the Lot until all required submittals are approved in writing by the FMAC and/or its assigns.

Standards for review

It shall be the applicant's responsibility to insure that all proposed construction shall comply with the International Residential Code, National Plumbing Code and the National Electrical Code, the Design Regulations & Guidelines and all other applicable codes. The FMAC does not review submittals for compliance with any building or safety code and no approval from the FMAC should be considered a determination of that the lot owners' plans comply with these or any other building or safety codes. All plans must be harmonious with the overall plan for the development. All plans and designs are subjective and approval of such are solely at the discretion of the FMAC board. All plans, materials and specifications must be suitable to the site, adjacent properties and the neighborhood. All improvements must be compatible with the surrounding properties so as to not impair or degrade property or aesthetic values.

Approval or Disapproval by FMAC

The FMAC shall have fifteen (15) business days to approve or disapprove the location, construction design, landscaping, and materials used for the home. This fifteen (15) day approval time period shall commence once all documents necessary for review as identified in the Design Review Checklist have been submitted. This fifteen (15) day approval time period shall apply to both Preliminary and Final Design Review. The FMAC may request additional plans, project specifications, color samples, or sample materials. The time for plan review shall be adjusted accordingly if plans are submitted during any holidays. Approval of plans shall require a majority of the FMAC. Upon approval the Owner is also required to secure a building permit from the City of Bozeman, with the FMAC approval letter as a prerequisite for City review. Upon securing both the FMAC approval letter and building permit

from the City of Bozeman, the Owner may commence construction in accordance with the approved plans. Any deviation from the approved plans, which, in the sole judgment of the FMAC, constitutes a deviation of any substance from the approved plans, shall be promptly corrected at the sole expense of the Owner.

Disapproval by the FMAC during plan review will require that the applicant adhere to standards set forth in this document. All comments made by the FMAC are final and shall be incorporated into any proposed improvement or landscape development.

Inspection of Work

Upon the failure of the owner to complete the agreed upon work within the time allowed, or completion of any improvement, if the FMAC finds that such work was not done in strict compliance with all approved plans and specifications submitted for prior approval, it shall notify the Owner and the Directors of the Flanders Mill Homeowners Association of such noncompliance, and shall require the Owner to remedy the same. If, upon the expiration of seven (7) days from the date of such notification, the Owner has failed to commence or communicate an approved upon timeframe to remedy such noncompliance, the FMAC shall determine the nature and extent of noncompliance thereof and the estimated cost of correction. The FMAC shall notify the Owner and Directors in writing of the estimated cost of correction or removal. The Owner shall then have five (5) days to commence such remedy. If the Owner still does not comply with the Directors' notice within such five (5) day period, the FMAC, at their option, may remove the noncomplying design element or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith, including legal fees, as well as lose any conformance deposit held in escrow. If such expenses are not promptly repaid by the Owner to the Association, the Directors may file a lien against the owner's property for the unpaid expenses and may foreclose upon the lien as provided in the Declarations for assessment liens, along with any other remedy as allowed by law. It shall not be necessary for the Association to send to the owner a notice of right to claim a lien for any work performed by the Association to correct any noncompliance on the part of the owner.

Conformance Deposit

The FMAC requires lot owners or their representatives to submit a Sidewalk, Landscape and Construction Conformance deposit to be included with the purchase contract to ensure conformance to these Design Regulations & Guidelines and CC&R's. Deposits will be returned, without interest, after a final compliance inspection has been completed and approved by the FMAC. If, at any time throughout construction, it is found that the design has been altered and is found to be non-conforming, this deposit will become the property of the FMAC and may be used in any way necessary to enforce compliance.

Design Submittal Inclusions

A review fee will be required at the time of submission of all the design submittal documents and materials. The purpose of the design review fee shall be to defray the FMAC's cost of review of all proposed site plans and specifications submitted to them. The fee shall be evaluated and set by the Board from time-to-time. The Pre-Application fee shall initially be \$200.00. The Final Design Review Application shall initially be \$500.00. The committee will not commence upon a review of any kind without being in receipt of all items identified in the pre-review and final review checklist (See Appendix A).

We recommend you submit plans, elevations, and color renderings for preliminary review. These preliminary reviews can expedite the review process by identifying potential conflicts with the Design Regulations and Guidelines as well as identifying potential solutions. This typically results in a cost savings by identifying conflicts prior to finalization of your construction drawings. If your project will require any variances or deviations to these Design Regulations and Guidelines, a preliminary review is required.

Start of Construction

There shall be no construction work initiated without a building permit issued by the City of Bozeman and without written approval of the plans by the FMAC upon approval by the FMAC, all approved plans are then to be submitted to the city for approval. All building construction and landscaping must conform to both the final approved plans by both the City of Bozeman and the FMAC.

Variances and Deviations

All variances from these Design Regulations and Guidelines will require a \$350.00 fee per individual variance. A variance is defined as any element within the design submittal that does not comply with these Design Guidelines. Variances and deviations shall be brought to the attention of the FMAC at the time of Pre-Application Submittal. All variances and deviations will require written approval from the FMAC prior to construction.

Completion

Once started, all work on any improvement upon any Lot must be maintained on a continuous and diligent basis until completion, which shall not exceed 18 months, unless otherwise approved in writing from the FMAC.

Section 1
Agricultural
Control

Blades Mill
Boyman, Montana

10/5/0

Section 2: Principles of Design

Following are basic Principles of Design which serve as the basis of design at Flanders Mill. These principles are the required building blocks to maintain the quality of design expected at Flanders Mill. Each project will be evaluated based on these Principles by the FMAC. This evaluation will serve as the litmus test for the acceptability of the presented designs.

Site Evaluation and Design

The beginning of each design shall begin with site evaluation. This evaluation encompasses solar orientation, wind/weather patterns, relationships to prominent views, relationships to neighboring views, and engagement of the street edge. Consideration should be given to drainage patterns of the site, assuring that water is not ushered onto adjacent properties. Designs shall consider interaction with neighboring properties such that excessive shading caused by structures does not fall onto adjacent properties. Landscape Design considerations will be a critical component to a successful Site Design.

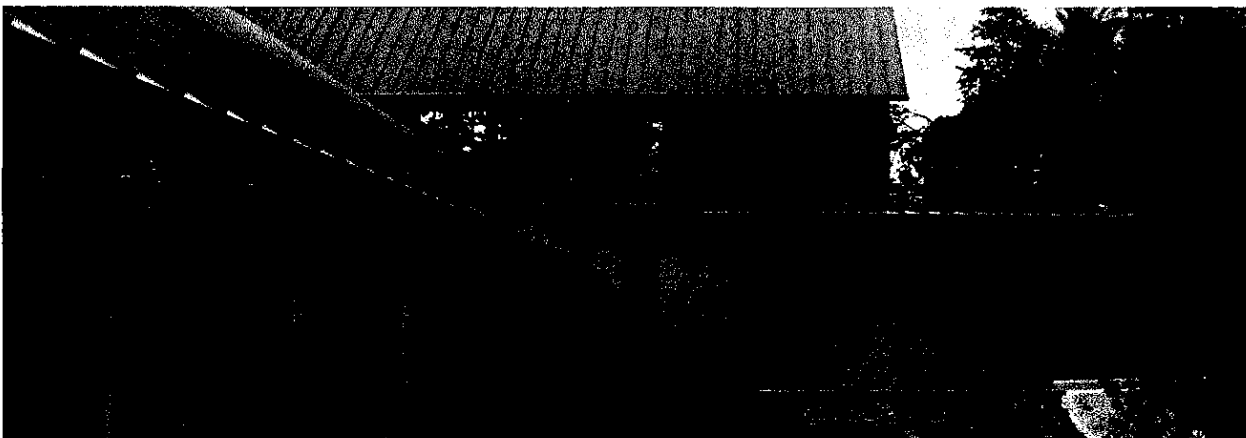
Scale

Designs elements should be of a variety of scale, create a diverse and interesting composition. Larger volumes should be broken down into smaller elements, addressing the pedestrian scale. Homes should be scaled to fit their associated property, as well as the personality of the design concept or style.



Rhythm

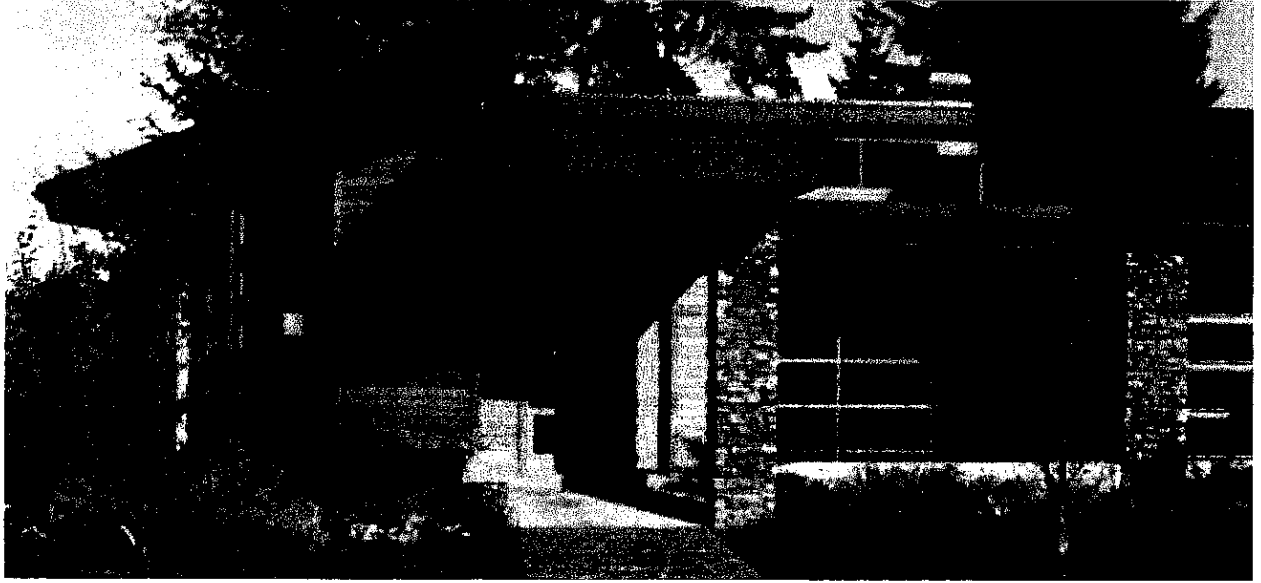
Architectural design elements of the same scale which are repeated on a regular basis create rhythm and should be employed when appropriate. Windows, structural supports, color, exterior light fixtures, and building massing all have the potential to contribute to successful rhythm and ultimately design.



Region 2
Projects
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Proportion

Proportion is the relationship of a part to the whole. Proper proportion results in balance, where one element does not unnecessarily dominate another element. Elements such as windows and doors should be proportionate to the walls in which they reside. Additionally, rooms should be proportionate to the functions which they serve (a Bathroom should not be the same size as a Great Room). The end result of properly proportioned building elements is that of harmony and balance.



Balance

Proper balance is an equal distribution of weight or in the case of buildings, design, across an element. Homes should be designed holistically so as to create interest across all aspects of the home, not just one face of the home. There should be a focal point to a balanced design, with supporting design elements across the remainder of the design. Balance is largely attributable to building masses and their size relationships to other building masses.



Color

The homes within Flanders Mill are to be a variety of colors. Exterior wall colors used shall be tones which harmonize and complement the surrounding site and neighboring buildings. Trim may be more colorful and contrasting in order to add visual interest. Wall colors shall not be applied in a way that creates horizontal bands of color. Colors shall be applied to volumes of built elements. Color schemes shall be unique from the two directly adjacent properties in each direction (including across the streets) to create visual interest.

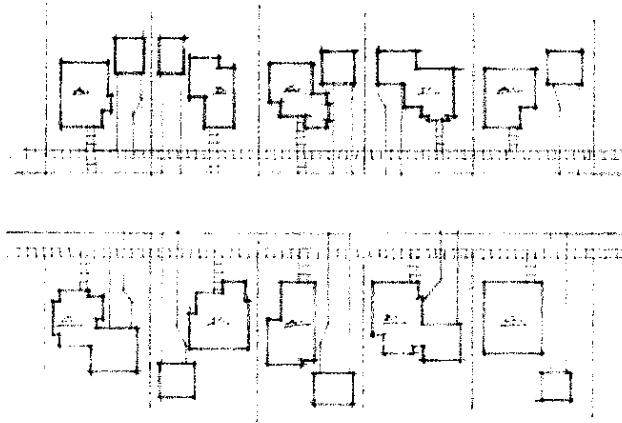


Diagram indicates color schemes (A,B,C,D) and required separation between similar color schemes

Texture and Shadows

The surrounding natural environment has a wide variety of texture resulting in visual stimulation. Home designs in Flanders Mill should make efforts to create variety through texture. Textures should not be overly emphasized as this can create an excess of visual stimulation and be detrimental to design. Texture can also be used to create variety with a limited color palette, utilizing shadows as a design element. Shadow should be employed to create dramatic effects of contrast. This can be in the form of deep eaves, deep window trim, and use of materials to name a few.



Principles of Design
Materiality
Design Integrity

Materiality

Exterior materials should emphasize the high quality of homes that will be designed for Flanders Mill. Materials shall be complementary to one another and harmonious in nature. Application of materials should be considered artfully. Materials shall not be placed to create horizontal bands of material across the building. Acceptable wall cladding materials are natural and manufactured stone and brick, wood siding (painted or stained), cementitious siding (painted), and stucco. Metal siding will be approved on a case by case basis provided it is of high quality and should not be considered the primary exterior material. Vinyl siding and T1-11 plywood siding will not be allowed. All material transitions shall occur at an inside corner. Natural materials (i.e. stone, wood) will be required as a primary material of each home. Primary is defined as approximately 25 - 50% depending on materials used and architectural design.

Design Integrity

Design Integrity refers to the positive influential impression the home leaves on a viewer. Homes that comply with the previously referenced Principles of Design will result in a home with Design Integrity.



Section 3: Architectural Design Guidelines

Design Guidelines

Intent

The intent of the following Building Guidelines is to provide for a degree of continuity throughout Flanders Mill while allowing personal taste in choice of housing style. Furthermore, the intent is to establish standards and theme direction to ensure that the type of housing constructed is comparable to and blends with the eclectic styles of housing found in the surrounding developments, and that the type of housing avoids the appearance of "tract housing." Variances to these Design Guidelines may be considered by the FMAC based upon design merit. All homes shall fully comply with the International Residential Code, as well as any and all pertinent codes established by the State of Montana, Gallatin County, and the City of Bozeman.

Flanders Mill is to be a neighborhood of tree lined streets, prominent front porches, and architecturally designed homes that capitalize on the breath taking views of the Gallatin Valley. The homes are to be designed to reflect the aesthetic lifestyle while providing contemporary floor plans consistent with the needs of today's families. All homes are to be designed by a licensed architect. Exceptions may be considered based upon design merit as approved by the FMAC.

Homes are to be based upon the following design styles:

- Modern
- Craftsman
- Modern Farmhouse

Lots backing to Ferguson Avenue, Flanders Mill Road and Baxter Lane:

To ensure an attractive appearance of the Flanders Mill Community as viewed by the public utilizing Ferguson Avenue, Flanders Mill Road and Baxter Lane, the improvements located within those particular lots adjacent to Ferguson Avenue, Flanders Mill Road, and Baxter Lane shall be required to meet an elevated architectural standard, in excess of the requirements for those lots not backing onto arterial routes of travel. The FMAC shall emphasize the need for interesting architectural detailing and form, through selection and variation of materials facing the rear elevations of such houses. The roofs of residences located on such Lots must include sufficient interest and variation through the use of secondary roof forms facing the rear, in the form of dormers, interrupted roof ridge lines, exposed rafter tails, and other variations of traditional vernacular roof systems.

Density, Allowable Uses, Allowable Areas and Setbacks

Density

No more than one (1) single-family residence may be built on each single-family lot. Accessory dwelling units may be allowed upon Conditional Approval by FMAC and City of Bozeman.

Allowable uses:

Lots 1 and 2 of Block 25 shall be approved for high-density Multi-Family uses. All other residential lots shall be used exclusively for residential purposes and not more than one family (as defined by the City of Bozeman Unified Development Ordinance) shall occupy such residences, provided however that nothing in this subparagraph shall be deemed to prevent any person from pursuing his or her calling upon the lot or dwelling unit owned by or occupied by such person, if such person primarily uses such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product, work for sale, or service provided to the public upon such lot or dwelling unit. The leasing of any lot from time to time by the Owner thereof is subject to all of the restrictions as may be adopted from time to time by the Association

Home occupations or professions shall be allowed on lots in Flanders Mill provided that they adhere to the requirements of the City of Bozeman Uniform Development Ordinance. No advertising or directional signs relating to a home occupation or profession shall be allowed within the private, public, or commonly held lands within Flanders Mill. Any such home occupation or profession may require a City of Bozeman Home occupation license or business license.

Setbacks

Each lot in Flanders Mill shall have a buildable area determined by building or structure setbacks as stipulated by the City of Bozeman. If a utility easement is greater than the building setback required by Chapter 38, B.M.C. said easement shall apply.

For all Lots other than corner Lots, the setbacks are as follows:

Front Yards Adjacent to Local Roads	15 feet
Front Yards Adjacent to Collector Roads (Ferguson Avenue)	20 feet
Front Yards Adjacent to Arterial Roads (Baxter Lane) (Oak Street)	25 feet
Side Yards	5 feet
Rear Yards	20 feet

For all corner Lots, the setbacks are as follows:

Front Yards Adjacent to Local Roads	15 feet
Front Yards Adjacent to Collector Roads (Ferguson Avenue)	20 feet
Front Yards Adjacent to Arterial Roads (Baxter Lane) (Oak Street)	25 feet
Side Yards Adjacent to street	15 feet
Alternate Side Yard	5 feet
Side Yards Adjacent to open space	5 feet
Rear Yard	20 feet

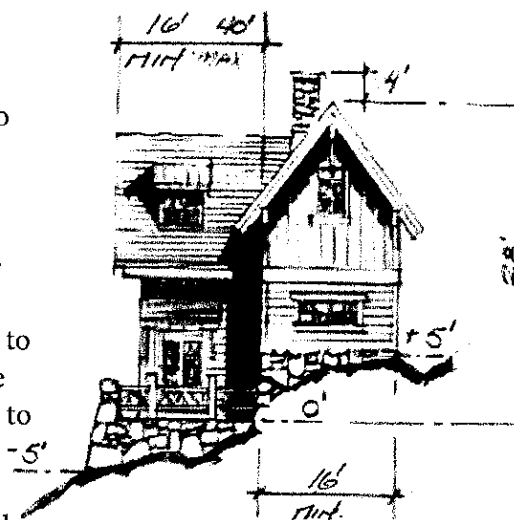
Height Limits

Multifamily building heights within Flanders Mill shall be based upon current zoning allowable building heights as established by the City of Bozeman. Single family residence building heights shall be:

- 26' maximum height for single story homes
- 30' maximum height for two story homes

Building height shall be measured from the highest ridge to the lowest adjacent grade as illustrated in figure 1 below.

On complex building with multiple heights, the building height shall be determined by, calculating the highest ridge line of the building, and measuring to the average of the highest and lowest existing grade across the site from front to back yard. Finished grade shall be the final elevation of the surface material, whether soil, paving, or decking, adjacent to the building as shown on the Architect's drawings.



With the approval of the FMAC, chimneys, cupolas, and other architectural features may exceed the given height limitations by no more than six feet.

Special consideration to the height limitations may be given to unique architectural designs, determined solely by the FMAC

The maximum building height shall never exceed the allowable maximum building height as stipulated by the City of Bozeman.

Maximum and Minimum Dwelling Sizes

Each single family lot (excluding townhomes) shall provide the minimum living space exclusive of garages, decks, porches and carports of 1,800 square feet. Two story households are required to have a minimum living space footprint of 1,200 Square feet excluding decks, patios, garages and outbuildings. A minimum width of 16' per primary building volume with the exception of bump outs. Any volume containing the front door of the house shall be 12' wide at a minimum.

The maximum single family building size is 6,000 square feet, exclusive of accessory structures

All building foundations shall make every effort to be constructed 1'-6" above the adjacent top back of curb at road to avoid potential problems with high ground water in the area. Due to the potential of higher ground water on certain lots within the subdivision, the Lot Owner is encouraged to solicit a professional engineering evaluation of groundwater conditions on their specific lot, prior to foundation design. Basements within lower-lying areas are strongly discouraged.

Roofs

Roofs are a major element in the building design and therefore will be emphasized by the FMAC. Shape and Form: Traditional gable, hip and shed roof designs used in creative and aesthetically pleasing combinations are encouraged. Secondary roof forms are highly recommended in designs for Flanders Mill. They can be particularly effective when special care is given to their massing and pattern.

In addition, no roof ridgeline shall extend more than forty (40) feet without interruption by an intersecting roofline, secondary roof structure, or step down roof in order to break up the overall roof mass.

ROOF ARTICULATION MEASUREMENT CRITERIA

Pitches

Roof pitches shall be chosen to accentuate the individuality of the building design. Careful consideration should be given to the climate and detailing of low slope and flat roof elements if they are to be implemented in the design.

Secondary Roof Structures

Dormers, skylights and chimneys are considered secondary roof structures. Dormers and most other secondary roof structures are encouraged, both to add interest and scale to major roof areas and to make habitable use of the space beneath the roofs. Dormers and other secondary roofs may have gable, hip or shed forms and may be stacked in multiple forms.

Eaves, Soffit, and Fascias

Eaves may have a horizontal or angled return to the wall. Soffits shall be required to cover all rafter tails and rough framing material, except where framing members are intentionally exposed, finished, and protected from exposure. All roof edges shall have a built-up (2) piece fascia (minimum 5-1/2":3-1/2" ratio for built-up fascia). Larger fascias shall be deemed necessary by the design review committee as it pertains to building scale.

Skylights

When designing the location of skylights, consideration should be given to both the interior and exterior appearance of the unit. Locations should also be coordinated with window and door locations. Skylights shall be located away from the valleys, ridges, and other areas where drifting snow and ice may hinder the performance and safety of the unit.

Solar Collectors

Solar collectors shall only be allowed as conditionally approved by the FMAC. If allowed, solar collectors shall be integrated into the overall roof design, and shall be placed parallel with the slope of the roof or wall of the building, located so as to minimize their appearance from public right of ways.

Roofing Materials

Roofing materials shall enhance the building and need to be compatible with the single-family residential neighborhood characteristic of Flanders Mill. The recommended roofing materials are natural cedar shakes, cedar shingles, metal roofing, fiberglass, and asphalt composition shingles in an "architectural" grade. Other materials may also be considered with written approval of the FMAC. 3-tab asphalt shingles and exposed fastener delta rib metal roofing will not be permitted.

Gutters, Downspouts and Flashings

Gutters and down spouts must be of a color and finish that blends with the finish colors of the structure. Exposed galvanized material will not be allowed unless pre-painted. Painted elements shall have factory applied coatings only. Flashing materials shall be copper, painted or anodized sheet metal.

Roof Mounted Equipment and Ventilating Roof Penetrations

All roof-mounted equipment shall be integrated in to the overall roof design and screened. All sewer, bathroom, clothes dryer, how water heater, wood or gas stove, or other roof venting stacks shall exhaust to the exterior of the building, and not into the attic, crawl space or basement. The visibility of all such venting stacks from the street front shall be minimized, and all such stacks shall be painted a color as similar as possible to the roof material color. Exterior antenna and/or satellite receivers shall not be located where visible from the street and should be screened subject to approval by the ARC.



Exterior Walls

The exterior walls are one of the most important aesthetic elements in the building design and will reflect the image of the entire subdivision. Elements of specific concern are indicated in the Principles of Design portion of this document. The scale and proportion of the exterior walls must have inherent interest and diversity, and harmonize with the high quality nature of Flanders Mill. Log homes will not be allowed.

Foundation Walls

Exposed concrete foundation walls shall be limited to a maximum eight (8) inches from the bottom of siding to the finished grade. Exposed concrete in excess of eight (8) inches of concrete shall be covered by continuous year round shrubbery, masonry veneer, textured concrete surfaces, or rigid metal that will not oil-can and will stand the test of time.

Materials

Acceptable wall cladding materials are natural and manufactured stone and brick (as approved by the FMAC), cementitious siding, natural wood siding which is painted or stained, metal siding and stucco. Vinyl, aluminum and plywood siding such as T1-11 will not be allowed. Stone/masonry veneer shall terminate on an interior corner and shall not be applied to only one façade of the building. The FMAC will consider other building materials on a case-by-case basis pending their conformance the overall character of the development. All materials will be required to be submitted to the FMAC for review. Natural materials (i.e. stone, wood) will be required as a primary material of each home. Primary is defined as approximately 25 - 50% depending on materials used and architectural design.

Massing/Wall Form

No wall shall consist of a single finish treatment for more than fourteen (14) horizontal feet without interruption by a wall projection or a different siding material, widow, wall corner, chimney, wall recess, porch or other architectural form that adds interest.

Windows and Doors

Windows and doors are an important architectural element and therefore significant numbers are highly encouraged. All glazing in windows and doors shall be of double or triple glazing. No mirror or colored glazing shall be allowed. All windows and doors shall be vinyl, aluminum clad, finished wood or other material acceptable to the FMAC. Unclad custom-built windows for individual applications shall be trimmed and painted to provide consistent appearance with all other windows of the home. Custom-built windows must be approved by the FMAC on a case by case basis.

The patterns, sizing, symmetry (or asymmetry) of windows and doors determines the scale and feel of a home. The FMAC will require that the following aspects be carefully addressed in the window and door design:

- Consistency of types and shapes
- Window patterns consistent with design of the structure

Decks, Balconies, Patios and Porches

Decks, balconies, patios and porches shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Decks at grade level shall be skirted to grade. Decks which are on the second story (that are not cantilevered) and high off the ground shall either be sided down to a continuous concrete grade beam and sided with the same siding as the main body of the structure, or they shall be required to have additional mass and size in the vertical support posts and a soffit treatment to the underside of the deck which is approved by the FMAC. Treated Douglas Fir, except in structural members, is not an acceptable decking material. All structural supports shall have a substantial base designed to accentuate the home.

Entries

The Entry shall be the dominant feature of each home in Flanders Mill as viewed from the street. Particular attention and detail shall be applied to the primary entry.

Exterior Lighting

All residential lighting (non-street lighting) shall be illuminated with lights that meet the City of Bozeman standard requirements. In addition, all outdoor residential lighting shall be free of glare and shall be fully shielded or shall be indirect lighting. No illumination shall extend beyond a property's lot line. No unshielded lights shall be permitted. No mercury vapor or high pressure sodium lights shall be permitted. For the purpose of this paragraph, the following definitions shall apply:

- 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 as certified by a photometric test expert
- Indirect light: Direct light that has been reflected or has scattered off of other surfaces
- Glare: Light emitting from a luminary with an intensity great enough to reduce a viewer's ability to see, and in extreme cases, causing momentary blindness
- Outdoor Lighting: The nighttime illumination of an outside area or object by any man-made device located outdoors that produces light by any means.

Garages & Accessory Buildings

Each single family home is required to have a minimum of an attached or detached two (2) car garage with a sectional roll up door(s). All garages shall be subordinate to the home and as such shall not be the dominant feature of any home.

Conventional Lots with Front-Loaded Garages require de-emphasis and subdued garage door locations from the primary street frontage, whether primary or secondary. Garages shall not be the dominant feature of the houses. Plans for front-loaded garages must incorporate the following:

- Courtyard configurations which orient the garage doors inwardly to the interior of the lot and in proximity to the front door. In the event that a courtyard configuration is employed, the Owner shall present, as a part of the plan to be approved by the FMAC, a landscaping plan that will include at least one coniferous tree, or other screening device as approved by the FMAC, opposite the garage door, placed in such a manner as to act as a screen so that the garage door will not be readily visible to street traffic approaching from the direction that the garage door faces. As an example, if the garage door faces the east, then the coniferous tree or screening device will be placed near the street on the east side of the driveway. All such trees must be at least 12' tall at full maturity
- Detached garages located behind the primary home are encouraged. These garages should consider a central green strip running down the driveway from the sidewalk to the garage to reduce the amount of impervious surface at each residence.
- Garage doors must be located on a plane which is set back a minimum of ten (10) feet from the front plane of the house (whichever is closest to the front yard. In the case of a corner lot, it shall be from the front and/or side yard) that contains the front door for the residential portion of the house. The front plane of the house shall be at a minimum of 12' long. If the house is located on a corner lot and the garage door and the front door of the residential portion of the house face the same street, the garage shall be located on the side of the house opposite the nearest intersecting street, so that the garage is on the side of the house nearest the mid-point of the Block. Blocks 12 & 23 are exempt from garage door set back requirement.
- Side access configurations which orient the garage doors outwardly to the side yard
- Corner configurations which orient the driveway and garage doors to the secondary streets. In such cases, the garage door must still be screened from view from both the primary and secondary streets, as described above.

For Lots at the intersection of two streets, houses shall have the entry walkway and porch accessed from the same street as the adjacent lot closest to the mid-point of the block. The intention is to end the block with houses that relate to the street in a similar manner as mid-block houses.

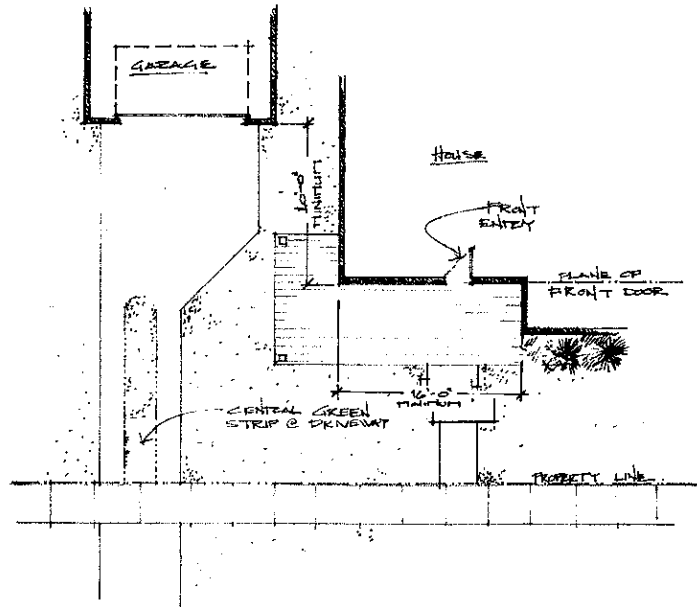


diagram illustrates required setback for ALL garage doors with relation to plane of front door

Accessory buildings will be allowed in Flanders Mill on a case by case basis. Design of accessory buildings is to be cohesive in style with the primary building. Accessory buildings include but are not limited to:

- Storage Buildings
- Saunas
- Guest Quarters
- Person Work Shops

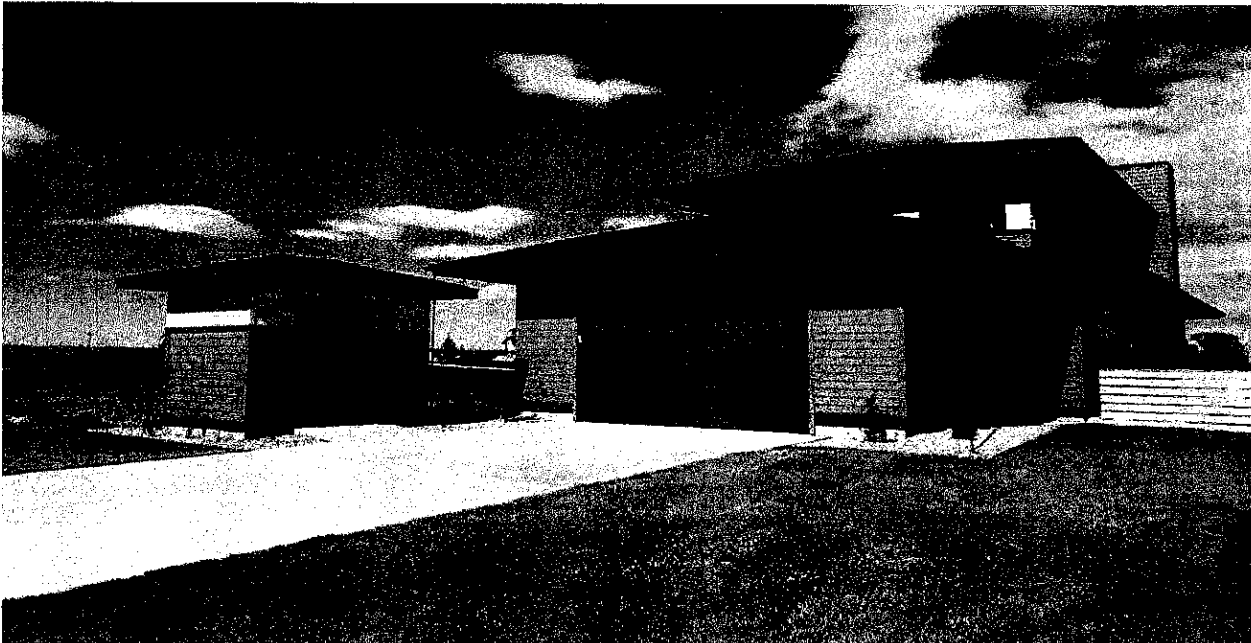


Image illustrates cohesive design between primary structure and accessory structure

Flanders Mill
Bozeman, Montana

Prohibited Building Types

Prefabricated, modular, mobile, factory built and/or kit buildings of any type are prohibited.

Accessory Dwelling Units

Accessory Dwelling Units (ADU's) are permitted only over detached two (2) car garages. All ADU's shall not exceed the maximum height of the primary residence. All ADU's shall conform to City of Bozeman requirements and obtain all necessary approvals as determined by City, County and State.

ENFORCEMENT

Enforcement of the Design Regulations and Guidelines shall be through the Declarant Flanders Mill Homeowners Association, or the FMAC.

DECLARANT'S RIGHT TO AMEND

For a period of seventeen (17) years following the recording of this document, or until 90% of the lots within Flanders Mill are sold, whichever is the last to occur, the Declarant reserves the right to amend these Design Regulations and Guidelines as the Declarant deems necessary or advisable. Such amendments shall have prospective application only, unless agreed to by the affected homeowners. Each lot owner and each holder of a mortgage or trust indenture on a unit, by acceptance of the deed or security instrument, hereby consents to all such amendments and grants unto the Declarant, as well as its successors and assigns, a limited irrevocable power of attorney, coupled with an interest, to amend this document without the need for a vote of the owners.

Section 4: Landscape Design Guidelines

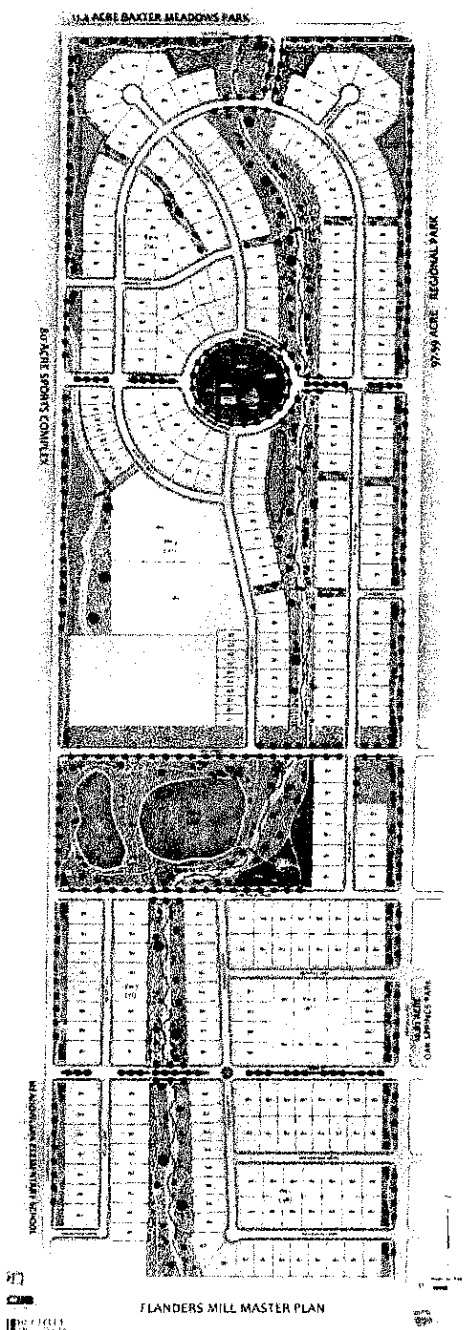
Intent

All landscape and site design shall strive to create unique and inviting environments, both within the personal character of an individual property and through the enhancement of the development as a whole.

These guidelines provide: the buffering of properties from wind and snow; the screening of parking for residences and pedestrian areas; the enhancements of entry areas for individual buildings; guidance for the conservation of water and the encouraged use of native or water-wise plant species.

General Requirements

1. All landscape designs shall be drawn and stamped preferably by a Landscape Architect Licensed by The State of Montana, or professional landscape designer with demonstrated experience.
2. Landscaping and outdoor improvements must be completed within nine (9) months of substantial completion of any or each structure.
3. Ensure proper erosion control techniques are implemented: All disturbed areas must implement erosion control techniques to ensure on-site and off-site protection. Slope stabilization is required on all slopes 3:1 and greater with Best Management Practices (BMP's) implemented as necessary.
4. Conflicts with utilities: All landscape plans shall clearly illustrate all proposed utilities and infrastructure, both in plan and legend. All landscaping and irrigation shall begin only after a thorough utility location survey is completed.
5. Landscape remodels: All landscape remodel projects are to be consistent with the Flanders Mill Design Regulations and Guidelines. Landscape remodels and additions must be approved by the FMAC prior to installation.
6. No lot owner shall fill or obstruct the natural flow of any borrow ditch or drainage swale with the exception of the materials placed for the location of the driveway culvert. No borrow ditches may be filled.





Drive Surfaces

Concrete

- All concrete to have hand tooled edges and joints with a 1/4" radius and 3/4" depth.
- Concrete paving may be used for driveways, sidewalks, and curbing.

Dyed Concrete

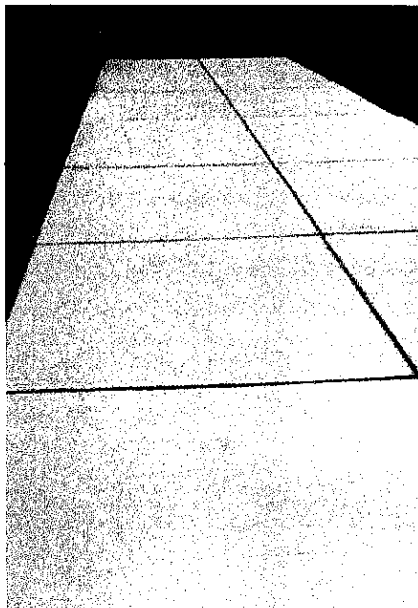
- The use of dyed or colored concrete will be considered on a case-by-case basis as an alternative to standard concrete within its permitted uses.
- A color sample must be presented to the FMAC for review and approval prior to installation.

Sidewalks

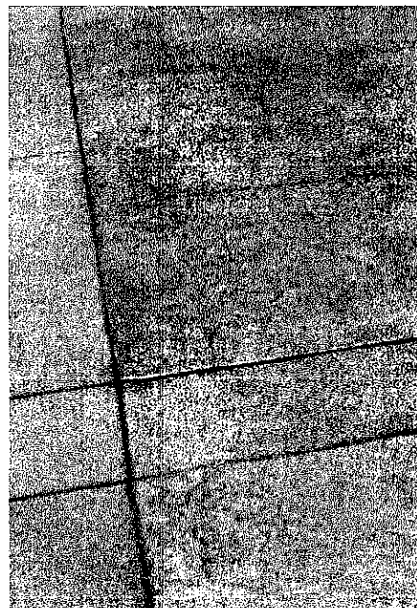
- All sidewalks to be concrete poured at a minimum depth of 4".
- All jointing and edges to be hand tooled with a 1/4" radius and 3/4" depth.
- All sidewalks shall comply with The City of Bozeman standard and maintain a minimum width of 5 ft.

Parking

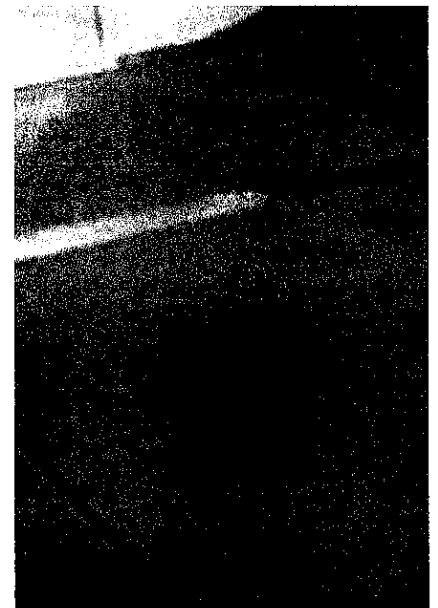
- Parking is to be limited to private driveways and individual garages. The parking of vehicles in any non-designated area including side yards, front yards, back yards, parks, and open spaces is not permitted.



**Broom Finished
Concrete**



**Integral Dyed
Concrete**



**Integral Dyed
Concrete**

Planting

Street and Boulevard Trees

- All street trees to be compatible with the current City of Bozeman Approved Street Tree list and be approved by the City Forester prior to installation (See Appendix).
- All street trees must conform to The City Of Bozeman code; 38.26.050, which states a minimum of one (1) large canopy tree per 50 ft of total street frontage, or if when the first condition is not feasible, two (2) small canopy trees per 50 ft of total street frontage may be substituted. A minimum caliper of 2" is required for all street and boulevard trees.
- All street and boulevard trees are to be selected from the Flanders Mill Street Tree List, any substitutions must be approved by the FMAC prior to installation.

Residential Tree Requirements

- All lots are to plant a minimum of seven (7) total trees including required street and boulevard trees, with a caliper size of 2" for four (4) trees and a caliper size of 2.5"-3" for three (3) of the trees, and are to be chosen from the Flanders Mill approved Tree List (See Appendix). Any alternate species must be submitted to the FMAC for review and approval prior to installation.
- The planting hole shall be at least twice the diameter of the root ball, the root flare of the newly planted tree invisible and above ground, and there shall be a mulch ring 3'-4' in diameter around each newly planted boulevard tree. Three (3) of the minimum seven (7) required trees shall be conifers, and these coniferous trees shall not be less than six (6) feet in height.

Residential Mixed Planting Beds

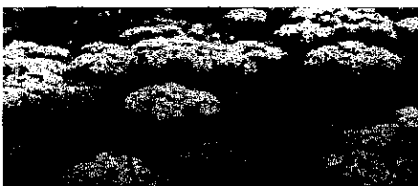
- Planting beds are to contain mixed shrubs and perennials, the naturalized massing of species is preferred to the sporadic planting of individual species.
- Mixed perennial and shrub planting beds shall be used in the screening of building entrances, parking areas and around building perimeter. No exposed concrete building foundation will be allowed, and must be screened through landscape plantings for the perimeter of the building.
- Perimeter mixed planting beds are required in all areas of exposed foundation. Additionally two(2) appropriately sized mixed planting beds in the front yard and one(1) mixed planting bed in the back yard are required.
- The use of native and/or water wise plantings is encouraged
- All perennials and shrubs are to be selected from the Flanders Mill Approved shrub and perennials list (See Appendix), any alternate species to be submitted to the FMAC for review and approval prior to installation.

Lawns

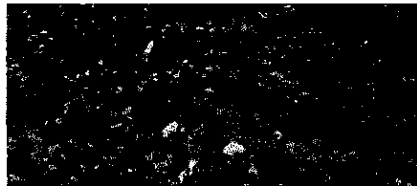
- All designated lawn areas to be established by either sod or seed, the use of drought tolerant sod mixes is encouraged. All lawn areas to be clearly indicated on landscape plans. Rock and gravel type ground covers will not be allowed as a general surface finish, but may be allowed for limited use around, home, trees and planters.

Alleyways

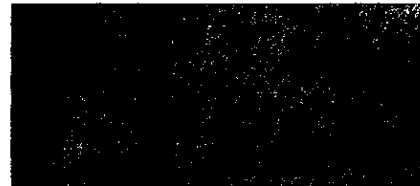
- All properties with back lot line adjacent to a designated alleyway shall maintain a mixed shrub planting within the designated six(6) ft easement. The easement shall be appropriately planted with shrubs to provide screening and mulched with an aggregate.



Yarrow 'Terra Cota'



Kinickinik



Russian Sage

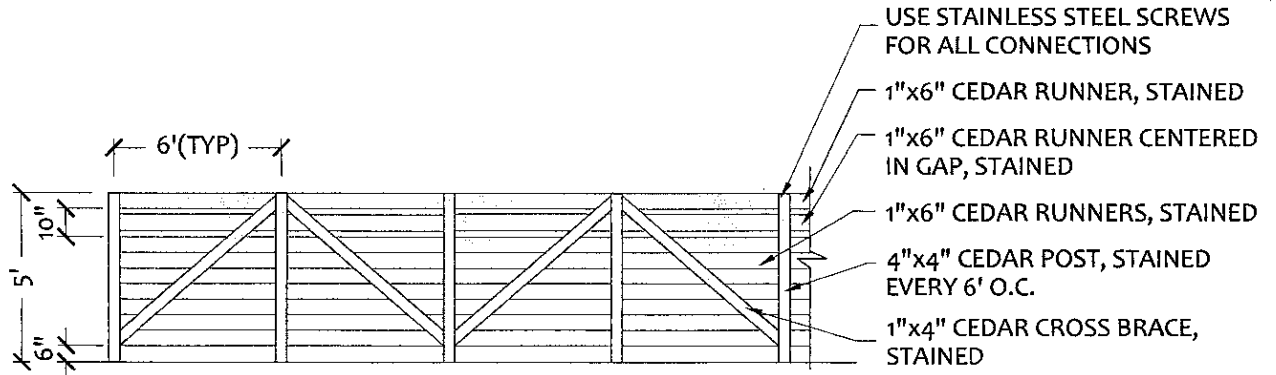
Fences

To maintain uniformity in design throughout the development fence plans are to be submitted to the FMAC for approval. All fencing boards, when installed next to an existing fence, shall align with the existing fence height. Any new fencing not adjacent to existing built fence is to be consistent with the types depicted below. All fencing in Flanders Mill is to be stained with a consistent color stain. The FMAC recommends Mesmers UV Plus Natural Redwood to match. Stain color must be identified when submitting a fence plan to the FMAC for approval.

Flanders Mill Rd., Block 1, lots 1 thru 8, Ferguson Ave. and Baxter Lane Street Frontage Fence

To be used to increase privacy for lots with rear lot lines and side yard lot lines adjacent to Flanders Mill Rd, Block 1 lots 1 thru 8, Ferguson Ave, and Baxter Lane. Street frontage fencing to be installed per street frontage fence plan per each phase of development.

- Fence Style A: height of 5 ft to be used in all designated "tall fence" areas within street frontage fence plan
- Fence Style B: height of 4'2" to be used in all designated "low fence" areas within street frontage fence plan.



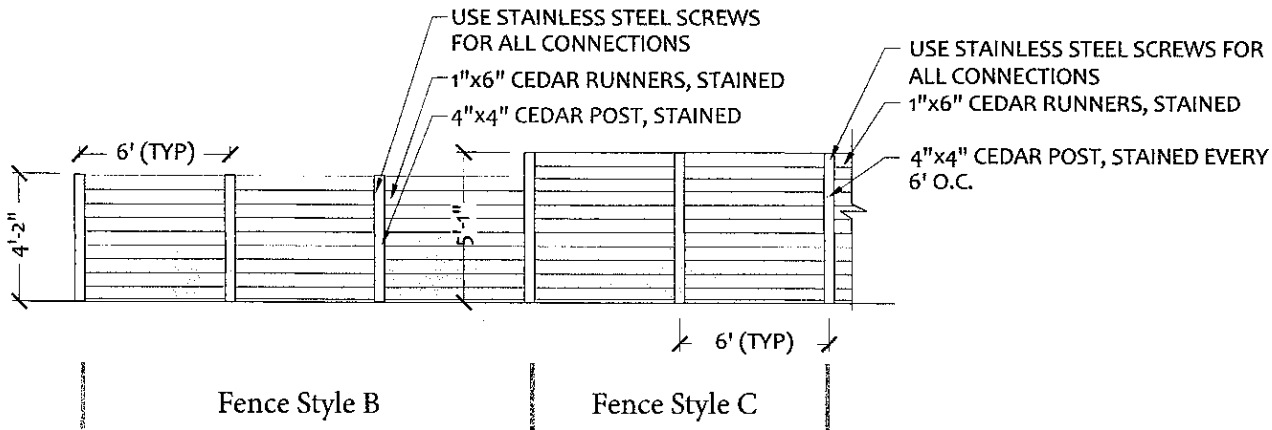
Fence Style A: Flanders Mill and Ferguson Ave and Baxter Lane Street Frontage Tall

Fence Interior Lot Fencing (without park, open space, trail, or street frontage)

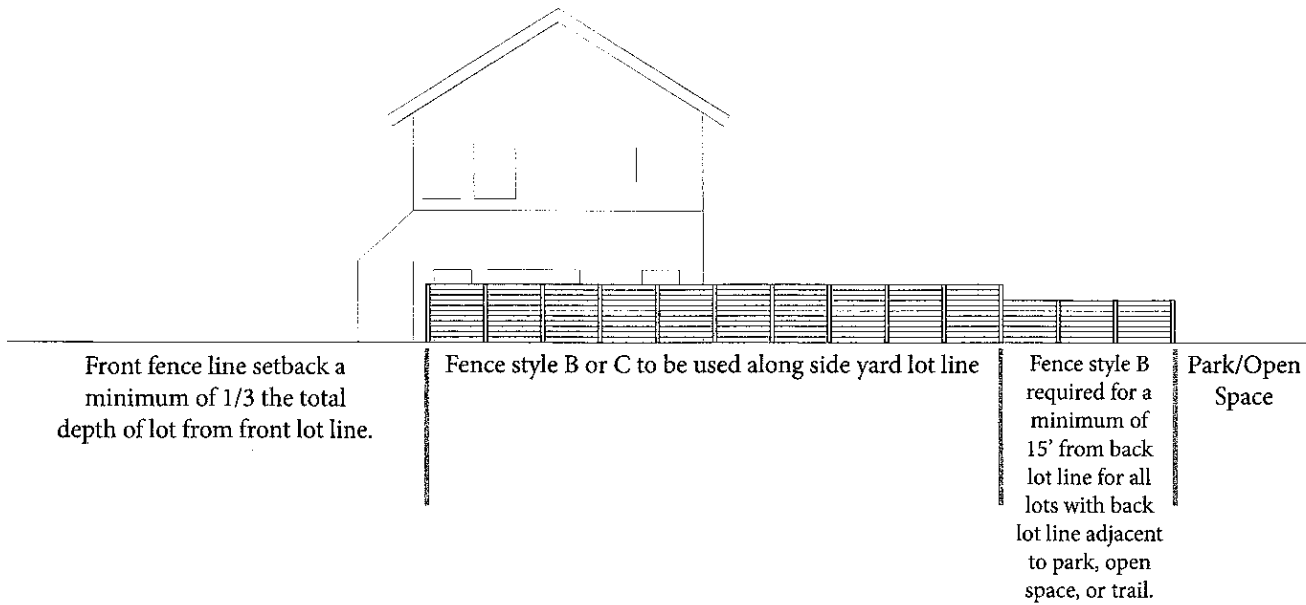
To be used to increase privacy along side yard lot lines, rear lot lines, and parallel to front lot line in allowable areas as depicted per lot layout diagrams. To be used for all interior lots with the exception of along lot lines with adjacency to designated parks, trails, or open space. Such lots must utilize designated park and open space fence (Fence Style D) depicted within the design guidelines.

Fences Cont.

- Fence Style B: height of 4'2" to be used in designated all "low fence" areas along side yard lot lines.
- Fence Style C: height of 5'1" may be used in designated "tall fence" areas along side yard lot lines, along rear lot lines, and parallel to front lot lines as depicted within the lot layout diagrams.
- Fence style B may be substituted for fence style C in all allowable locations if a low fence is desired by individual property owners.
- All fence design shall be of the style depicted below. Fence height, style and location shall be clearly marked on all landscape plans and coherent with lot layout diagrams.
- Fence styles B and C are not permitted along lot lines with adjacency to Ferguson Ave, Baxter Lane & Flanders Mill Rd., designated trail corridors, parks and open spaces.



Interior Lot Side Yard and Side Street Fence Typical



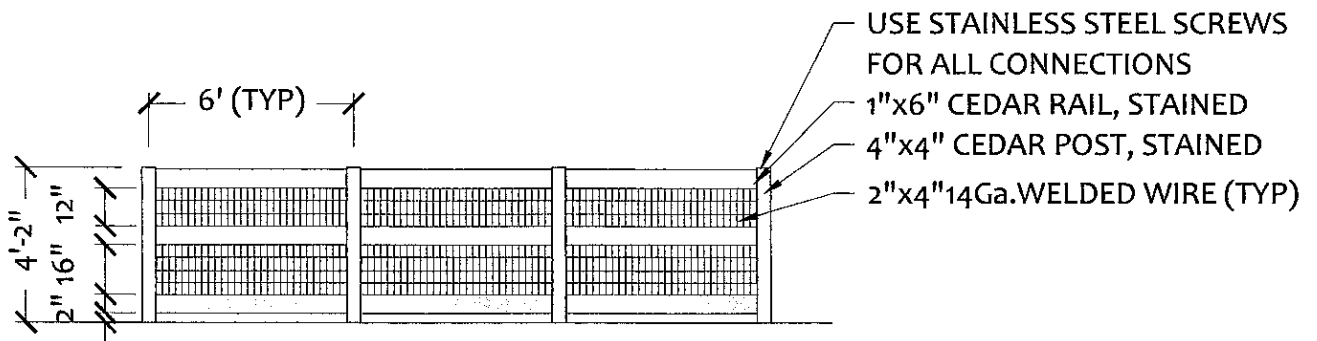
Typical Interior Lot Side Yard Fence Line With Park / Open space Adjacency

Fences Cont.

Parks, Open Space, and Trails Fence

To be used to increase privacy for lots with rear lot line and/or side yard lot lines adjacent to designated parks, open space, or trail corridors.

- Fence Style D: height of 4'2" to be used along rear lot line and/or side yard lot line with park, open space, or trail, adjacency.
- All fence design shall be as depicted below. Fence height, style and location shall be clearly marked on all landscape plans and be coherent with fence diagrams depicted within design guidelines.
- No alterations or alternative fence styles will be allowed without approval from FMAC prior to installation.

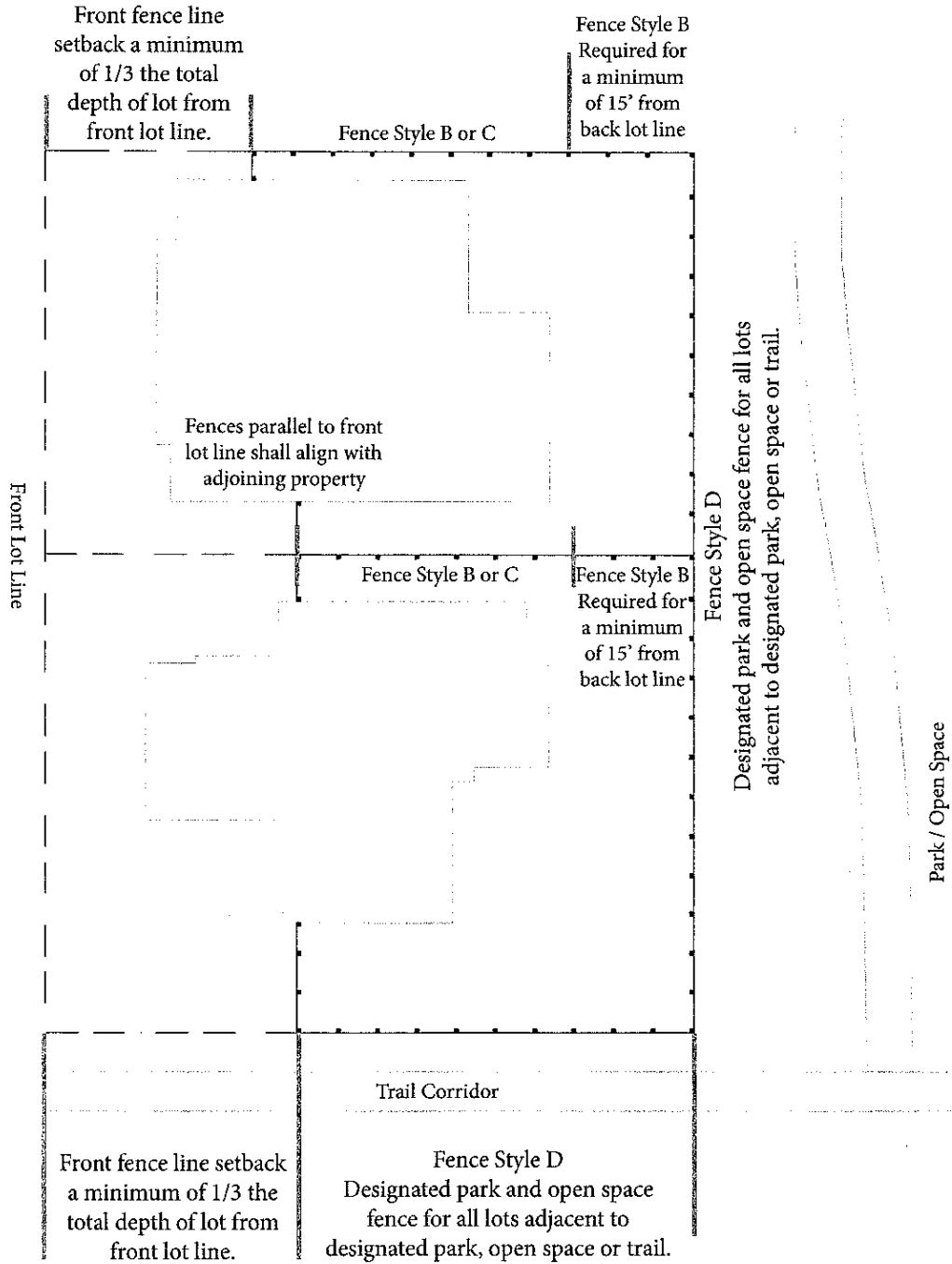


Fence Style D: Typical Park, Open Space, Trails Fence

Fences Cont.

Lot Layout Fence Diagram A

All allowable fencing to be installed per diagrams below. Only designated fence types are to be installed within designated areas. No alterations or substitutions are allowed without approval of FMAC prior to installation.



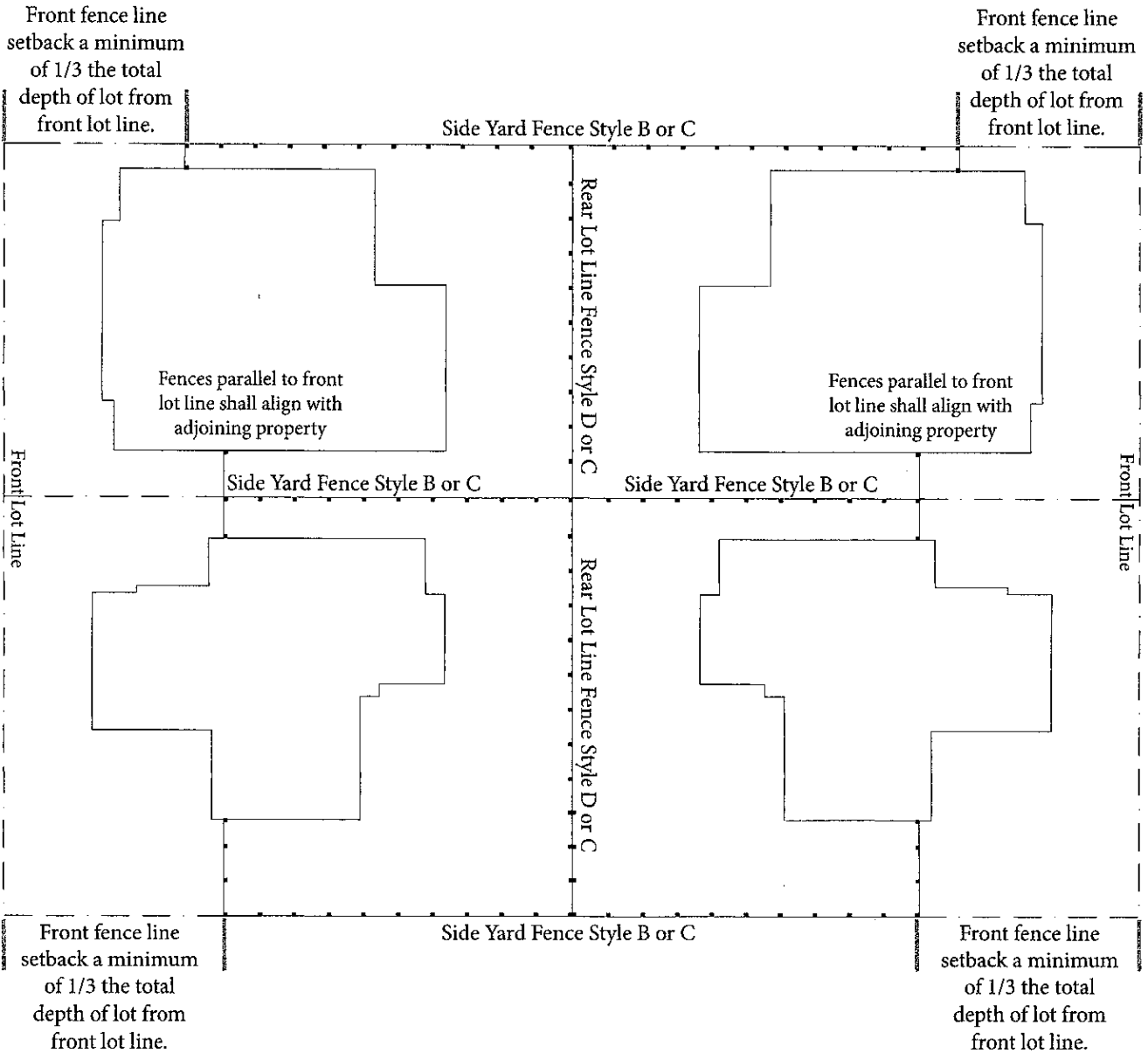
Typical Fence Layout Diagram A: Interior Lot with Trail or Open Space Adjacency

Seamus
 Anderson
 Design
 Carolina

Fences Cont.

Lot Layout Fence Diagram B

All allowable fencing to be installed per diagrams below. Only designated fence types are to be installed within designated areas. No alterations or substitutions are allowed without approval of FMAC prior to installation.

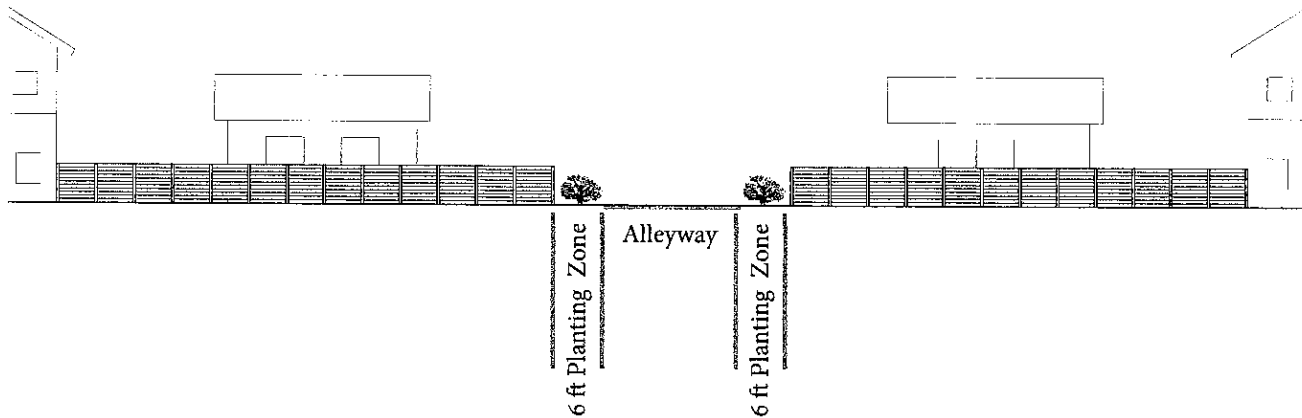


Typical Fence Layout Diagram B:
 Typical Interior Lot (No Open Space, Park, Trail, or Street Frontage)

Seamus
 Anderson
 Design
 Carolina

Fences Cont.*Alleyway Fence Setback*

- All lots with back lot line adjacent to alleyway must maintain a six(6) ft fence setback from edge of alleyway.
- The six(6) ft alley buffer zone must contain a mixed shrub planting bed with aggregate mulch cover.

**Site Lighting**

- All landscape and site lighting must comply with the Flanders Mill lighting standards.
- The use of 'up lighting' of any landscape or architectural feature is not permitted, all landscape and site lighting must be 'Dark Sky' compliant.
- All lighting must be fully shielded and free of glare, no illumination shall cross over the lot line of a property.
- No mercury vapor or High Pressure sodium lighting will be permitted.
- All landscape lighting is to be considered on a case-by-case basis and must be clearly indicated on all landscape plans and manufacturer cut sheets must be submitted to the FMAC for review prior to installation.

Dog Kennels

- Dog kennels are not permitted within the front yard of any residence.
- Kennels within the back yard of a residence are to be constructed of wood, or metal. No chain-link material is to be used for any part of the kennel structure.
- All kennel design and location must be submitted for review and approval by FMAC prior to installation.

Utility Screening

Screening and buffering shall be used to mitigate conflicts between dissimilar land uses and to visually disguise unsightly elements as viewed from both within and outside of the site boundaries. All mechanical equipment (including air conditioner condensers, power transformers, tv/phone boxes, etc.) must be screened through landscaping or architectural means.

Grading and Drainage

- Positive drainage, of a minimum 2% slope away from any structure for a ten (10) foot radius must be maintained for all structures within the development.
- Finished grade is to be known and established prior to the installation of any hardscape elements such as: sidewalks, driveways, walkways, patio, and walls.
- The use of retaining walls will be considered on a case-by-case basis and must be approved by the FMAC prior to installation. A retaining structure will only be approved if it's use is deemed necessary to achieve the desired grade in order to maintain positive drainage.

Yard Art

Yard art is not permitted in any front yard area. The use of yard art in the back yard of a residence will be considered on a case-by-case basis and must be approved by FMAC prior to installation.

Recreational Vehicles

The parking and/or storage of any recreational vehicle or trailer (including boats, snowmobiles, campers, rafts, and ATV's) is not permitted on any residential property. This is to include on street parking, private driveways, side yards, front yards, back yards, alley ways, parks, and open spaces. Motor homes and trailers that allow for sleeping within may be kept overnight to facilitate trip preparation and clean up following a trip. Such overnight parking shall be for no more than 24 hours and shall not occur more than 2 times per month. Boats, snowmobiles, motorcycles and other items which are not suitable for or customarily used for sleeping, may be parked in a driveway for no more than 24 hours while being prepared for use or cleaned up after use. No overnight parking of such items outside of an enclosure as stated above.

Irrigation

All landscape areas including street trees, boulevard plantings, lawn and seeding areas, trees, shrubs, and flower beds shall be irrigated with a permanent automatic irrigation system installed by a qualified irrigation contractor upon initial landscape installation.

- An 'as-built' irrigation plan is required upon completion of installation, and must be submitted to the FMAC, the plan shall clearly indicate the location of all irrigation components including; all irrigation lines, valves, wiring, and sleeves.
- All lawn and seeding areas are to be irrigated with a permanent overhead watering system utilizing spray or rotor irrigation heads. Head-to-head coverage is required. All irrigation heads are to be installed at a grade so not to be damaged by maintenance equipment.
- Perennial planting areas are to be irrigated with a dedicated drip irrigation system and should be adjusted appropriately for individual plant needs throughout the season.
- Trees and shrubs are to be irrigated with a designated bubbler irrigation system, adjusted appropriately for tree species, maturity, and size. If trees and shrubs are installed within the confines of a perennial planting area with an established drip irrigation system, the incorporation of these trees and shrubs will be addressed on an individual basis and assessed by a landscape professional.

Maintenance

- All trees and shrubs to be maintained in a healthy state, any tree or shrub showing more than 30% desiccation shall be replaced.
- All shrub and perennial beds shall be maintained with adequate mulch or rock cover. No planting bed shall have less than 2” layer of mulch or rock. Any area of exposed weed fabric shall have additional rock or mulched placed over it.
- Use cultural methods (mulch, pruning, irrigation, etc) to encourage plant health and growth and to discourage weeds. Keep planter beds and tree wells free of weeds and debris.
- All landscaping must be maintained to the minimum standard stated in The City of Bozeman ordinance (36.28.100)
- Mulch or gravel is to be used in all planting beds and around the base of all trees and shrubs planted within lawns and open spaces. Mulch type and depth is to be clearly indicated on all landscape plans and is subject to approval by the FMAC prior to installation.

Approved Mulches

Any organic mulch such as (shredded cedar, bark chips, soil pep, etc.), with natural earth tones and textures.

Natural stone aggregate with earth tones

- No lava rock will be permitted in any part of the landscape
- No artificial or bright colored aggregate will be permitted



'Mini Nugget'
Fir Bark



Shredded Cedar
Mulch



Big Sky 'Gold'
Cobble

Appendix: A

FLANDERS MILL CHECKLISTPRE APPLICATION AND FINAL DESIGN REVIEW SUBMITTAL CHECKLIST

- Property Address: _____
- Type of Review (Please circle): Pre Review or Final Review
- Party submitting application: _____ Date: _____

Pre Design Review Submittal Checklist

1. Administrative Requirements
 - Receipt of Flanders Mill Design Regulations and Guidelines
 - Pre Application Design Review Submittal Checklist completed and signed
 - Pre Application Plan Review Fee (\$200.00) - Made payable to Flanders Mill LLC
 - (2) sets of full size application drawings (site plan, floor plan, building elevations)
2. Site Plan Requirements
 - Property Legal Description
 - Scale and North arrow – Scale to be 1/8"=1'-0" or similar engineering scale
 - Setbacks clearly identified
 - Lot identification clearly indicated
 - Easements clearly identified
 - Road names clearly labeled
 - Drive surfaces clearly identified
 - Surface drainage patterns clearly identified
 - Site section illustrating existing grading and proposed grading with building location(s) indicated
3. Plan Requirements
 - Scale and North arrow – Scale to be 1/4"=1'-0" or similar
 - Building square footage per level, per structure and total square footage identified
 - Required setbacks for garage doors identified
 - Location of exterior patios, drives, walkways identified
4. Exterior Building Design Requirements
 - Allowable and actual building heights clearly identified
 - Existing and proposed grade line shown
 - Building elevations (all sides shown) – scale to be 1/4"=1'-0" or similar
 - Exterior building materials identified

Final Design Review Submittal Checklist

1. All information required in Pre-Application Requirements
2. Administrative Requirements
 - Design Review Submittal Checklist completed and signed
 - Plan Review Fee (\$500.00) - Made payable to Flanders Mill, LLC
 - (2) sets of full size stamped construction drawings
 - Digital copy of submittal in pdf format
 - Written responses to any and all Pre-Application Comments
3. Site Plan Requirements
 - Property Legal Description
 - Scale and North arrow – Scale to be 1/8"=1'-0" or similar engineering scale
 - Setbacks clearly identified
 - Lot identification clearly indicated
 - Easements clearly identified
 - Road names clearly labeled
 - Drive and hardscape surfaces clearly identified
 - Site plantings list and location on the site plan. Include vegetative and mineral (boulder) locations
 - Location of utility meters and utility service lines
 - Surface drainage patterns clearly identified
 - Site section illustrating existing grading and proposed grading with building location(s) indicated
4. Plan Requirements
 - Scale and North arrow – Scale to be 1/4"=1'-0" or similar
 - Building square footage per level, per structure and total square footage identified
 - Required setbacks for garage doors identified
 - Location of exterior patios, drives, walkways identified
 - Roof plan w/ materials indicated – Scale to be 1/4"=1'-0" or similar
5. Exterior Building Design Requirements
 - Allowable and actual building heights clearly identified
 - Existing and proposed grade line shown
 - All building materials and colors clearly labeled and identified
 - Exterior lighting fixtures and associated cut sheets identified
 - Building elevations (all sides shown) – Scale to be 1/4"=1'-0" or similar
6. Additional Information
 - Physical material samples for all exterior building materials (photographic representation may be accepted pending Design Review decision)
 - Color renderings of all building elevations

All incomplete submittals will be returned without comment resulting in additional plan review fees.

I, _____, ascertain that all information has been filled out and submitted per Flanders Mill Design Regulations and Guidelines.

Signed _____

Date _____

Appendix: B

Perennial Planting List

Achillea hybrid	Yarrow	'Moonshine', 'Paprika', 'Terra Cotta'
Amemone Patens	Pasque Flower	
Antennaria microphylla	Pussytoes, Rosy	
Alchemilla mollis	Lady Mantle	
Ajuga	Bugleweed	
Aster dumosus	Woods Aster	
Aster Hybrids	Fall Aster	'Professor Kippenburg' 'Tiny Theo'
Brunneria macrophylla	Brunneria	'Jack Frost'
Creastrium tomentosum	Snow in Summer	
Clematis hirsutissima	Clematis	
Echinacea purpurea	Coneflower	Var.
Galium odoratum	Sweet Woodruff	
Geranium cantabrigiense	Geranium	Var.
Geranium Hybrids	Geranium	
Heliopsis helianthoides	Sun flower	
Hemerocallis sp.	Daylily	var.
Heuchera	Corqal Bells	Var.
Iris sp.	Iris	Var.
Lamium maculatum	Lamium	
Nepeta faassenii	Catmint	
Origanum hybrid	Oregano Ornamental	
Penstemon var.	Penstemon	
Perkobskia atriplicifolia	Russian Sage	
Rudbeckia fulgida	Black Eyed Susan	
Salvia nemerosa	Salvia	
Scabiosa caucasica	Pin Cushion Flower	
Saponaria var.	Soapwort	
Sedum var.	Sedum	
Solidago canadensis	Goldenrod	'Golden Baby' 'Baby Gold'
Stachys monieri	Betony 'Hummelo'	
Thymus var.	Thyme Creeping	
Veronica spicata	Veronica, Speedwell	

Appendix: C

Ornamental Grasses Planting List

*Montana Native

<i>Calamagrostis x acutiflora</i>	Feather Reedgrass	'Karl Foester', 'Avalanche', 'El Durato',
<i>Festuca glauca</i>	Fescus, Blue	
<i>Helictotrichon sempervirens</i>	Blue Oat Grass	
<i>Miscanthus sinensis</i>	Maiden Grass	'Gracillimus'
<i>Molina caerulea</i> subsp <i>arundinacea</i>	Moor Grass Tall Purple	'Skyracer', 'Transparent'
<i>Panicum virgatum</i> *	Switchgrass	'Cheyenne Sky', 'Northwind', 'Shenandoah'
<i>Schizachyrum scoparium</i> *	Little Bluestem	'Blaze', 'The Blues'
<i>Sporobolus heterolepis</i> *	Prairie Dropseed	

Appendix: D

Evergreen Shrubs Planting List

Evergreen Shrubs

<i>Juniperus chinensis</i>	Juniper, Chinese	'Mint Julep'
<i>Juniperus communis</i>	Juniper Common	'Alpine Carpet', 'Blueberry Delight'
<i>Juniperus horizontalis</i>	Juniper, Horizontal	'Blue Chip', 'Hughes', 'Prince of Wales', 'Blue Rug'
<i>Juniperus sabina</i>	Juniper Savin	'Broadmoor', 'Buffalo', 'Calgary Carpet'
<i>Juniperus scopulorum</i>	Juniper Rocky Mountain	'Cologreen', 'Medora', 'Wichita Blue'
<i>Picea abies</i>	Spruce, Dwarf	'Little Gem', 'Birds Nest'
<i>Picea pungens</i> 'Globosa'	Spruce, Dwarf Blue Globe	
<i>Pinus mugo</i>	Pine, Mugo	'Tannenbaum', 'Valley Cushion', 'Slowmound'
<i>Pinus sylvestris</i>	Pine, Scotch 'Hillside Creeper'	
<i>Taxus x media</i>	Yew, Spreading 'Taunton'	

Appendix: E

Deciduous Shrubs Planting List

<i>Acer ginnala</i>	Maple, Amur 'Emerald Elf'	
<i>Alnus tenuifolia</i>	Thinleaf Alder	
<i>Archostaphylos uva-ursi</i> *	Kinnickinnik	
<i>Amelanchier alnifolia</i> *	Serviceberry	
<i>Aronia melanocarpa</i> var. <i>alata</i>	Chokeberry, Glossy Black	'Troquois Beauty'
<i>Artemisa cana</i> *	Silver sage	
<i>Artemisa tridentata</i> *	Big Sagebrush	
<i>Berberis repens</i> *	Oregon Grape	
<i>Berberis thunbergii</i>	Barberry	'Golden, Emerald', 'Burgundy' and 'Jade Carousel', 'Concorde', 'Crimson Pygmy', 'Cabernet'
<i>Caragana</i> var.	Peashrub	
<i>Chyrosothamnus nauseosus</i> *	Rabbitbrush	
<i>Cornus</i> var.	Dogwood var.	
<i>Salix</i> var.	Willow var.	
<i>Cotoneaster apiculatus</i>	Cotoneaster Cranberry	
<i>Cotoneaster lucidus</i>	Cotoneaster Peking	
<i>Diervilla lonicera</i>	Honeysuckle, Dwarf Bush	
<i>Elaeagnus commutata</i> *	Silverberry	
<i>Euonymus alatus</i>	Burning Bush, Dwarf	
<i>Euonymus alatus</i>	Burning Bush	
<i>Forsythia hybrid</i>	Forsythia	'Meadowlark',
<i>Hydrangea arborescens</i>	Hydrangea 'Annabelle'	
<i>Hydrangea paniculata</i>	Hydrangea 'Tardiva'	
<i>Lonicera involucrata</i> *	Honeysuckle, Twinberry	
<i>Lonicera hybrid</i>	Honeysuckle, 'Honeyrose'	
<i>Philadelphus lewisii</i>	Mockorange	
<i>Physocarpus opulifolius</i>	Ninebark	
<i>Potentilla fruticosa</i>	Potentilla	
<i>Prunus besseyi</i>	Sandcherry var.	
<i>Prunus tomentosa</i>	Nanking Cherry	
<i>Ribes</i> var.	var.	
<i>Rhus</i> var.	Sumac var.	
<i>Rosa</i> Hybrids	Rose Shrub	
<i>Spiraea</i> var.	Spirea	
<i>Syringa</i> var	Lilac var & Hybrids	
<i>Viburnum</i> var.	Viburnum var.	

Appendix: F

Deciduous Tree Planting List

<i>Acer ginnala</i>	Maple, Amur	'Flame', 'Embers'
<i>Acer freemanii</i>	Maple, Hybrid	'Sienna Glen'
<i>Acer negundo</i>	Maple, Boxelder	'Sensation'
<i>Acer plantanoides</i>	Maple, Norway	'Emerald Lustre', 'Royal Red', 'Helena'
<i>Acer rubrum</i>	Maple Red	'Autumn Spire', 'Scarlet Jewel'
<i>Acer saccharum</i>	Maple Sugar	'Green Mountain'
<i>Acer tataricum</i>	Maple, Tatarian	'Hot Wings'
<i>Aesculus glabra</i>	Ohio Buckeye	
<i>Alnus hirsuta</i> 'Harbin'	Alder, Manchurian	'Prairie Horizon'
<i>Amelanchier grandiflora</i>	Serviceberry	'Autumn Brilliance'
<i>Betula papyifera</i>	Birch, Paper	
<i>Betula platyphylla</i>	Birch, Asian White	'Dakota Pinnacle'
<i>Caragana arborescens</i> 'Pendula'	Caragana, Weeping	
<i>Celtis occidentalis</i>	Hackberry	
<i>Crataegus amibigua</i>	Hawthorn, Russian	
<i>Crataegus crus-galli</i> var <i>inermis</i>	Hawthorn, Thornless Cockspur	
<i>Crataegus laevigata</i> 'Superba'	Hawthorn	'Crimson Cloud'
<i>Crataegus x mordenensis</i>	Hawthorn	'Snowbird', 'Toba'
<i>Euonymus bungeana</i>	Winterberry	'Prairie Radiance'
<i>Gleditsia triacanthos</i> var <i>inermis</i>	Honeylocust	'Northern Acclaim', 'Skyline', 'Imperial'
<i>Maackia amurensis</i>	Maackia, Amur	
<i>Malus</i> sp	Crab, Flowering	Varieties with small, persistent fruit and fireblight resistant
<i>Prunus maackii</i>	Chokecherry, Amur	
<i>Prunus padus</i> var <i>commutata</i>	Mayday Tree, Birdcherry	
<i>Prunus ussuriensis</i>	Pear, Ussarian	'Mountain Frost', 'Prairie Gem'
<i>Prunus virginiana</i>	Red Chokecherry	'Canada Red'
<i>Quercus macrocarpa</i>	Oak Bur	
<i>Sorbus alnifolia</i>	Mountain Ash, Korean	
<i>Sorbus decora</i>	Mountain Ash, Showy	
<i>Sorbus hybrida</i>	Mountain Ash, Oakleaf	
<i>Syringa pekinensis</i> 'SunDak'	Lilac, Peking	'Copper Curls'
<i>Syringa reticulata</i>	Lilac, Japanese Tree	'Ivory Silk', 'Snowdance'
<i>Tilia americana</i>	Linden, American	'Boulevard', 'Lincoln', 'Redmond'
<i>Tilia cordata</i>	Linden, Little Leaf	'Greenspire'
<i>Tilia hybrid</i>	Linden, Hybrid	'Dropmore'
<i>Ulmus americana</i>	Elm, American	'Brandon'
<i>Ulmus davidiana</i> var <i>japonica</i>	Elm, American	'Discovery'

Appendix: G

Evergreen Tree Planting List

Evergreen Trees

<i>Juniperus scopulorum</i>	Rocky Mountain Juniper
<i>Picea abies</i>	Norway Spruce
<i>Picea engelmannii</i>	Engelman Spruce
<i>Picea glaca</i> var <i>densata</i>	Blackhills Spruce
<i>Picea pungens</i>	Colorado Spruce
<i>Pinus aristata</i>	Bristlecone Pine
<i>Pinus nigra</i>	Austrian Pine
<i>Pinus ponderosa</i>	Ponderosa Pine

Appendix: H

Street Tree Planting List

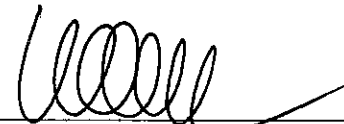
Trees Street

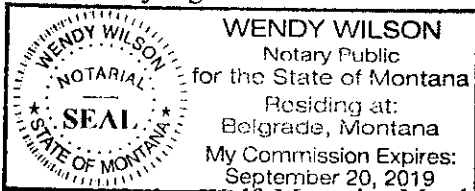
<i>Acer ginnala</i>	Amur Maple	var.
<i>Acer plantanoides</i>	Maple, Norway	Emerald Lustre', 'Royal Red'
<i>Acer rubrum</i>	Maple Red	'Autumn Spire', 'Scarlet Jewel', 'Helena',
<i>Acer tataricum</i>	Tatarian Maple	'Hot Wings'
<i>Celtis occidentalis</i>	Hackberry	
<i>Gleditsia triacanthos</i>	Honeylocust	'Northern Acclaim', 'Skyline', 'Imperial'
<i>Quercus macrocarpa</i>	Oak Bur	
<i>Tilia americana</i>	Linden, American	'Boulevard', 'Lincoln', 'Redmond'
<i>Tilia hybrid</i>	Linden, Hybrid	'Dropmore'
<i>Tilia cordata</i>	Linden, Little Leaf	'Greenspire'
<i>Ulmus americana</i>	Elm, American	'Brandon'
<i>Ulmus davidiana</i> var <i>japonica</i>	Elm, American	'Discovery'

In Witness Whereof, the Declarant has caused this Declaration to be executed by its duty authorized agent this 29th day of March, 2018.

Flanders Mill, LLC.


WALTER WOLF, Managing Member


Notary Signature

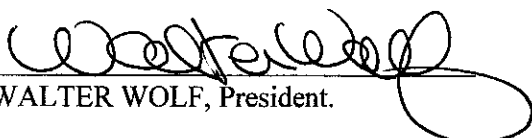


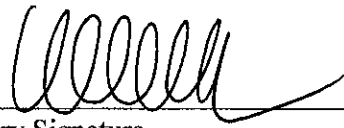
STATE OF MONTNA)
County of Gallatin)

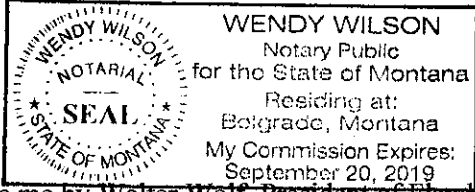
The foregoing Declaration was acknowledged before me by Walter Wolf, Managing Member of Flanders Mill, LLC. this 29th day of March, 2018.

In Witness Whereof, the Declarant has caused this Declaration to be executed by its duty authorized agent this 29th day of March, 2018.

Flanders Mill, Homeowners Association, Inc.


WALTER WOLF, President.


Notary Signature

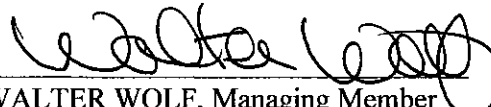


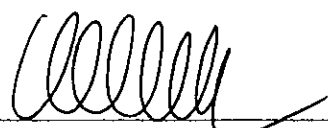
STATE OF MONTNA)
County of Gallatin)

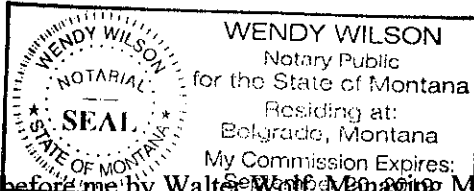
The foregoing Declaration was acknowledged before me by Walter Wolf, President of Flanders Mill Homeowners Association, Inc. this 29th day of March, 2018.

In Witness Whereof, the Declarant has caused this Declaration to be executed by its duty authorized agent this 29th day of March, 2018.

Flanders Mill Architectural Committee (FMAC)


WALTER WOLF, Managing Member


Notary Signature



STATE OF MONTNA)
County of Gallatin)

The foregoing Declaration was acknowledged before me by Walter Wolf, Managing Member of Flanders Mill Architectural Committee this 29th day of March, 2018.

RETURN TO:
Security Title Company
P.O. Box 6550
Bozeman, MT 59771-6550

Accommodation Recording Only
STC# G2018

2623968

Page: 1 of 9 08/21/2018 03:50:35 PM Fee: \$73.00
Charlotte Mills - Gallatin County, MT MISC



**BYLAWS
FLANDERS MILL HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Flanders Mill Homeowners Association, Inc., a Montana nonprofit corporation, (the "Association"). The principal office and address of the corporation is located in Gallatin County, Montana.

**ARTICLE II
DEFINITIONS, PURPOSES AND ASSENT**

Section 2.01. Definitions. The definitions in the Flanders Mill Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (the "Declaration"), as amended from time to time and recorded in the office of the Clerk and Recorder of Gallatin County, Montana, apply to these Bylaws, and all defined terms used in these Bylaws will have the same meaning as the defined terms used in the Declaration.

Section 2.02. Purposes. The specific purposes for which the Association is formed are specified in the Declaration and Articles of Incorporation which are incorporated herein by reference.

Section 2.03. Assent. All present or future Owners, present or future tenants, all guests and invitees, and any other person using the facilities of Flanders Mill Homeowners Association, Inc., in any manner are subject to these Bylaws, the Declaration, and any rules adopted by the Board of Directors ("Board"). The acquisition, rental or occupancy of any Lot in Flanders Mill shall constitute ratification and acceptance of these Bylaws and an agreement to comply with these Bylaws and such rules.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 3.01. Membership and Voting Rights. Membership and voting rights are governed by the Declaration.

**ARTICLE IV
ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES**

Section 4.01. Place and Frequency of Meetings. Meetings of the Members will be held at least once each year at such place, within or without the State of Montana, as the Board may determine.

Section 4.02. Annual Meetings. Annual meeting of the Members will be held on a date and at a time set by the Board. The purpose of the annual meetings is for the election of the Board (after

Declarant's rights to appoint the Board have terminated) and the transaction of such other business of the Association as may properly come before the meeting.

Section 4.03. *Special Meetings.* Special meetings of the Members may be called at any time by the President of the Association, or by a majority of the Board, or upon written request of Members who are collectively entitled to vote at least 20% of all of the votes in the Association.

Section 4.04. *Notice of Meetings.* Written notice to each Member stating the place, day, and hour of the meeting and the agenda for the meeting will be delivered as directed by the Board not less than ten (10) nor more than fifty (50) days before the date of the meeting, personally, by mail or email, or as otherwise as permitted by the Montana Nonprofit Corporation Act.

Section 4.05. *Quorum.* A quorum is deemed present throughout any meeting of the Association if Members entitled to cast (or proxies entitled to cast) 30% of the votes of the Association are present at the beginning of the meeting. If, however, such quorum is not present or represented at the meeting, the Members entitled to vote at the meeting will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented by proxy.

Section 4.06. *Actions Binding on Members.* A majority of votes cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles, or these Bylaws.

Section 4.07. *Majority of Owners.* As used in these Bylaws, the term "majority" will mean those votes, Owners, or other groups as the context may indicate totaling more than 50% of the total number.

Section 4.08. *Consent to Electronic Communications; Voting by Mail or Electronic Means.* Voting by mail or electronic means is permitted, but not required, for election of the Board, amendment of the Articles, adoption of a proposed plan of merger, consolidation or dissolution, or any other purpose authorized by and pursuant to the provisions of the Montana Nonprofit Corporation Act, as amended from time to time, as provided in § 35-2-533, MCA. Consent to membership in the Association, as required by the Declaration and these Bylaws, constitutes consent to receive communications from the Association by electronic means.

Section 4.09. *Proxies.* Any Member may cast such Member's vote in person or by proxy, but no proxy will be valid if it is not dated or if it purports to be revocable without notice. Further, no proxy will be valid after six (6) months from the stated date of its execution unless otherwise provided in the proxy or unless voluntarily revoked upon notice, amended, or sooner terminated by operation of law. Finally, no proxy will be valid unless filed with the Secretary of the Association at or before the appointed time of the meeting at which the proxy will be voted.

Section 4.10. *Designation of Voting Representative by Non-Individual Owners – Requirement for Proxy.* If title to a Lot is held in whole or in part by a firm, corporation, partnership, association, or other legal entity, other than Declarant, the voting privilege appurtenant to that ownership may be exercised only by a proxy executed on behalf of such party or parties, filed

Bylaws of Flanders Mill Homeowners Association, Inc.

with the Secretary of the Association, and appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Lot at the meeting.

Section 4.11. *Waiver of Notice.* Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 4.12. *Action Without a Meeting.* Any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the Members.

ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. *Number, Qualification and Initial Board.* The affairs of this Association will be managed by a Board of three (3) Directors, the number of which may be increased or decreased by amendment to these Bylaws except that at no time shall it be fewer than three (3). As provided in the Declaration, the Declarant shall appoint the Directors until such time as the governance of the Association is transferred to the Members.

Section 5.02. *Removal of Directors.* Any Director other than one appointed by Declarant may be removed, with or without cause, at any regular or special meeting of the Members by a majority of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any Director removed may be elected at such meeting to fill the vacancy created by removal of the Director. A Director whose removal is proposed by the Members will be given notice of the proposed removal at least 10 days prior to the date of such meeting and will be given an opportunity to be heard at such meeting. Any Director appointed by Declarant may be removed, with or without cause, at any time by Declarant, and a successor to any Director so removed may be appointed by Declarant.

Section 5.03. *Vacancies.* If a Director appointed by Declarant dies, becomes disabled or resigns, Declarant will appoint a new Director to serve the balance of the term of the resigning, disabled or deceased Director; and if a Director elected by the Members dies, becomes disabled or resigns, the remaining Directors will appoint a new Director from among the Members other than Declarant to serve the remainder of the term of the resigning, disabled or deceased Director representing Members other than Declarant.

Section 5.04. *Compensation.* No Director will receive compensation for any service rendered the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties as a Director.

ARTICLE VI MEETINGS OF DIRECTORS

Section 6.01. *Regular Meetings.* Regular meetings of the Board will be held at such regular times as set by the Board, at such place and hour as may be fixed from time to time by resolution of the Board. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 6.02. *Special Meetings.* Special meetings of the Board will be held when called by the President of the Association, or by any two Directors, after not less than three days' notice to each Director.

Section 6.03. *Quorum.* A quorum is deemed present throughout any meeting of the Board if persons entitled to cast 50% of the votes on the Board are present at the beginning of the meeting.

Section 6.04. *Actions Binding on Directors.* Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

Section 6.05. *Waiver of Notice.* Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

Section 6.06. *Electronic Communication.* The Directors or any committee designated thereby may participate in a meeting of the Board or committee by means of conference telephone or similar electronic communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

Section 6.07. *Action Taken Without a Meeting.* The Directors will have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. *General.* The Board will have the powers and duties necessary for the administration of the affairs of the Association as set forth in the Declaration.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The officers of the Association will be a President, Vice-President, Secretary and Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 8.02. Election of Officers. The election of officers will take place at the first meeting of the Board following each annual meeting of the Members.

Section 8.03. Term. Officers of the Association will be elected annually by the Board and shall hold office for one year or until his or her successor is duly elected and qualified, unless he or she sooner resigns, or is removed, or is otherwise disqualified to serve.

Section 8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

Section 8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer replaced.

Section 8.07. Multiple Offices. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 8.08. Duties. The duties of the officers are as follows:

- (a) **President.** The President will preside at all meetings of the Association and the Board; will see that orders and resolutions of the Board are carried out; will sign all leases, mortgages, deeds, and other written instruments; will co-sign all promissory notes; cause to be prepared and will execute, certify and record amendments to the Declaration on behalf of the Association; and will exercise and discharge such other duties as may be required of the President by the Board.

- (b) ***Vice-President.*** The Vice-President will act in the place and stead of the President in the event of his absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required by the Board.
- (c) ***Secretary.*** The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and place it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records listing the Members together with their addresses; and perform such other duties as required by the Board.
- (d) ***Treasurer.*** The Treasurer will be responsible for overseeing and managing receipt and deposit in appropriate bank accounts of all monies of the Association and disbursement of such funds as directed by resolution of the Board; sign all checks of the Association unless the Board specifically directs otherwise, and co-sign all promissory notes of the Association; keep proper books of account; at the direction of the Board, cause-agreed upon procedures to be performed by an outside contractor periodically with respect to the Association books; prepare an annual budget and a statement of income and expenditures to be presented to the Members in accordance with the schedule set forth in the Declaration; present a financial report to the Members at their regular annual meeting, and deliver or make copies of appropriate financial statements and reports available to the Members.

ARTICLE IX INDEMNIFICATION

Section 9.01. *Indemnification.* To the full extent permitted by applicable law, and these Bylaws, the corporation may indemnify and hold harmless each Director (collectively, the “Indemnitees”) from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, compromises and settlements, as fines and penalties and legal or other costs and expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnitee and arise out of or in connection with the business of the corporation or the performance by such Indemnitee of any of the Director’s responsibilities under the Bylaws. The rights created by this provision shall continue as to an Indemnitee who has ceased to be a director, and shall inure to the benefit of such Indemnitee’s heirs, executors, administrators, legal representatives, successors and assigns. Without limiting the generality or scope of the foregoing, an individual made a party to a proceeding because the individual is or was a Director may be indemnified under Montana law against liability incurred in the proceeding, if the indemnification is both (a) determined permissible; and (b) authorized, as defined in this Section.

The corporation may indemnify a director under this Section only when all of the following have occurred: (a) determination has been made in accordance with procedures set forth in the Act that the Director met the standard of conduct set forth below; and (b) payment has been authorized in accordance with procedures listed in the Act based on a conclusion that the expenses are reasonable, the corporation has the financial ability to make the payment, and the financial resources of the corporation should be devoted to this use rather than some other use by the corporation.

Standard of Conduct. A Director may be indemnified hereunder if:

- (a) The individual acted in good faith; and
- (b) The individual reasonably believed (i) in acting in an official capacity with the corporation, that the individual's conduct was in the corporation's best interests; (ii) in all other cases, that the individual's conduct was at least not opposed to the corporation's best interests; and (iii) In the case of any criminal proceeding, that the individual had no reasonable cause to believe his or her conduct was unlawful.

No Indemnification Permitted in Certain Circumstances. The corporation shall not indemnify a Director under this Section if:

- (a) The Director was adjudged liable to the corporation in a proceeding by or in the right of the corporation; or
- (b) The Director was adjusted liable in any other proceeding charging that the Director improperly received personal benefit, whether or not the individual acted in an official capacity.

Section 9.02. Mandatory Indemnification. Notwithstanding any other provisions of these Bylaws, the corporation shall indemnify a Director or Officer, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director or Officer was a party because he or she is or was a Director of the corporation or an officer of the Board or the corporation, against reasonable expenses incurred by the Directors in connection with the proceeding.

Section 9.03. Director and Officer Liability Insurance. The corporation may purchase and maintain a Director and Officer liability policy insuring the corporation and its individual Directors and Officers against the costs of defending a claim or paying a settlement or decision. The right of the Director and Officer to indemnification by the corporation shall be in addition to, and not exclusive of, all other rights to indemnification to which he or she otherwise may be entitled, including any rights to indemnification under the terms of the director and officer liability insurance policy.

ARTICLE X NONPROFIT CORPORATION

The Association is not organized for profit. No member of the Association, member of the Board, or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any member of the Board. Notwithstanding the foregoing, (i) reasonable compensation may be paid to any Member or Manager acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, (ii) any Member or Manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and any Director may be reimbursed for actual expenses incurred in the performance of his duties.

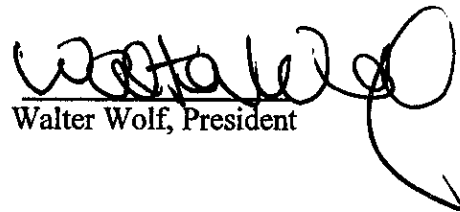
**ARTICLE XI
AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy.

The undersigned Directors, constituting of a majority of the Board of Directors, have executed these Bylaws this 29th day of December, 2015.

**FLANDERS MILL HOMEOWNERS
ASSOCIATION, INC.**

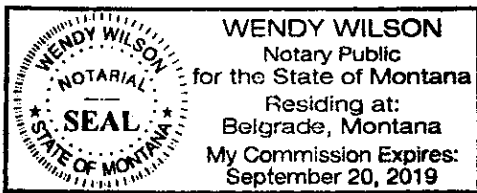
By


Walter Wolf, President

STATE OF MONTANA)
)
) :ss
)
County of Gallatin)

On this 21st day of August, 2018, before me, a notary public, in and for said State, personally appeared Walter Wolf, known to be the President of the Flanders Mill Homeowners Associaton, Inc., the officer who executed the doucment and acknowledged to me that he executed the same on behalf of said corporation.

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



Notary Public for the State of Montana
Printed Name: WENDY WILSON
Residing at: BELGRADE, MT
My Commission expires: Sept. 20, 2019

Return to:
Security Title Company
P.O. Box 6550
Bozeman, MT 59771-6550

~~Return to:~~
Flanders Mill, LLC
235 Greenhills Ranch Road
Bozeman, MT 59718

Accommodation Recording Only
STC# G2018

2624059

Page: 1 of 5 08/22/2018 03:29:35 PM Fee: \$35.00
Charlotte Mills - Gallatin County, MT MISC

**FIRST AMENDMENT TO THE BYLAWS FOR
FLANDERS MILL HOMEOWNERS ASSOCIATION, INC.**

This First Amendment to the Bylaws for Flanders Mill Homeowners Association, Inc. ("Association") is filed to amend the Bylaws for Flanders Mill Homeowners Association, Inc. (hereinafter referred to as the "Bylaws") dated December 29, 2015.

WHEREAS, the Declarant desires to amend the Bylaws to insert Article XII to provide for the notice and hearing procedures specifically referenced in Section 7.17 of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Flanders Mill recorded with the Office of the Clerk and Recorder of Gallatin County, Montana, on March 7, 2016, with document no. 2539298 ("Declaration"); and

NOW THEREFORE, pursuant to Article XI of the Bylaws, the undersigned being all of the Directors of the Flanders Mill Homeowners Association, Inc. hereby amends the Bylaws to add Article XII as follows:

**ARTICLE XII
PROCEDURE FOR HEARING REQUIRED PURSUANT TO
SECTION 7.17 OF THE DECLARATION**

12.1 Hearing Required Pursuant to Section 7.17 of the Declaration. Pursuant to Section 7.17 of the Declaration, if any Owner who fails to maintain and repair the Owner's Unit and Lot and all improvements and lawn and landscaping thereon, including snow removal, keeping the same in good condition, a hearing is required to be conducted by the Board of Directors after the Association has provided the Owner notice of the Owner's violation of Section 7.17 of the Declaration.

12.2 Hearing may be Conducted in Person or by Telephone. The Board of Directors may elect to conduct the hearing in person or by telephone. If the Board of Directors elects to conduct the hearing by telephone, the Board of Directors will be responsible for arranging the conference call necessary to conduct the hearing on the date specified in the notice and shall provide the Owner all necessary information to allow the Owner to participate in the hearing. If a hearing is held telephonically, the Owner shall be allowed to submit any necessary

documentation either by providing such documentation by regular U.S. Mail, hand delivery or electronic mail to the Association which shall be received by the Association, at least, ten (10) days in advance of the date of the hearing as provided in the notice.

12.3 Conduct of the Hearing. The President of the Board of Directors shall conduct and preside over the hearing, during which the Owner, and/or the Owner's representatives, and any representative of the Association shall be allowed an equal opportunity to be heard and present. Upon the completion of the hearing, the Board of Directors shall, subject to the remedies allowed in Section 7.17 of the Declaration, confer and either render a decision or take the matter under advisement and render a written decision within ten (10) days of the hearing.

All terms and conditions of the Bylaws for Flanders Mill Homeowners Association, Inc., dated December 29, 2015, not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors hereto has executed this First Amendment to the Bylaws of Flanders Mills Homeowners Association, Inc. on this 9th day of August, 2018.

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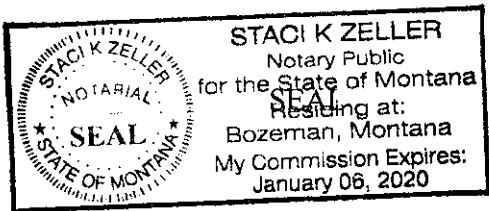
**FLANDERS MILL HOMEOWNERS
ASSOCIATION, INC:**

By: *Wendy Wilson*
Wendy Wilson, Director

STATE OF MONTANA)
 : ss
County of Gallatin)

On this *20th* day of *August*, 2018, before me, a Notary Public for the State of Montana, personally appeared **Wendy Wilson**, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he/she is a Board of Director of the Flanders Mill Homeowners Association, Inc. and executed the same.

Staci K Zeller
Notary Public for the State of Montana

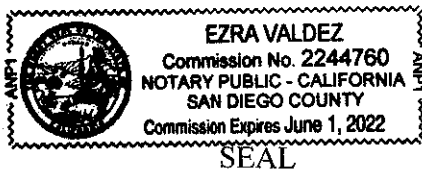


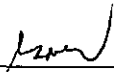
**FLANDERS MILL HOMEOWNERS
ASSOCIATION, INC:**

By: 
Kim Austin, Director

STATE OF CALIFORNIA)
: ss
County of SAN DIEGO)

On this 9th day of August, 2018, before me, a Notary Public for the State of CALIFORNIA, personally appeared **Kim Austin**, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he/she is a Board of Director of the Flanders Mill Homeowners Association, Inc. and executed the same.




Notary Public for the State of CALIFORNIA
Printed Name: EZRA VALDEZ
Residing at: 826 orange ave - Coronado CA 92118
Commission Expires: June 01, 2022

**FLANDERS MILL HOMEOWNERS
ASSOCIATION, INC:**

By: Walter Wolf
Walter Wolf, Director

STATE OF MONTANA)
 : ss
County of Gallatin)

On this 22 day of AUGUST, 2018, before me, a Notary Public for the State of Montana, personally appeared **Walter Wolf**, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he/she is a Board of Director of the Flanders Mill Homeowners Association, Inc. and executed the same.

Sarah M Swanson
Notary Public for the State of Montana

