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MADISON ENGINEERING  
895 TECHNOLOGY BLVD STE 203  
BOZEMAN MT 59718

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Page: 1 of 30 04/13/2015 11:17:34 AM Fee: \$210.00  
Charlotte Mills - Gallatin County, MT MISC

**DECLARATION OF COVENANTS & RESTRICTIONS  
FOR FOUR POINTS**

THIS DECLARATION OF PROTECTIVE COVENANTS is made this 10 day of April, 2015, by Luke Tracy hereinafter also referred to as "Declarant";

**WITNESSETH:**

WHEREAS, Declarant is the owner of the following described property situated in Bozeman, Gallatin County, Montana:

See exhibits attached hereto and by this reference made a part hereof;

WHEREAS, Declarant intends to develop, sell and convey the above-described real property, hereinafter referred to as "Four Points"; and,

WHEREAS, Declarant desires to subject all of said real property, together with the lots, phases and subdivisions contained therein, to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants"; and

WHEREAS, Declarant intends to develop Four Points in phases with each phase subject to these covenants with the filing of each final plat;

NOW, THEREFORE, Declarant does hereby establish, dedicate, declare, publish and impose upon the property the following Protective and Restrictive Covenants, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the property. Such Covenants shall apply to the entire property, and all improvements placed or erected thereon, unless otherwise specifically accepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot or division.

Said Covenants shall be as follows:

## **Article 1: Purpose**

The purpose of these Covenants is to protect and enhance the Four Points neighborhood and to provide for the maintenance of shared common areas.

## **Article 2: Property Subject to Covenants**

The land described in Exhibit "A" attached hereto shall be held, sold, conveyed, leased, encumbered, occupied and improved subject to this Declaration. The Covenants shall inure to and pass with each and every parcel, tract, lot or division.

The Declarant reserves the right, without seeking comment or consent from the owner of property subject to these covenants, to annex additional property and phases to Four Points by recording a Declaration including a legal description of the land to be annexed and any additional requirements or exceptions.

## **Article 3: Other governing Documents**

### **3.1 Local Land Use Regulations**

All zoning, land use regulations and other laws, rules and regulations of any governing body or agency with jurisdiction over Four Points shall be in full force and effect, including amendments thereto, in addition to these Covenants. All owners of land in Four Points shall be subject to those regulations, laws, rules and regulations. The Bozeman Unified Development Code (UDC) can be found online at [www.bozeman.net](http://www.bozeman.net).

In the event there is a conflict between the Covenants or Design Regulations and any land use regulations, the most restrictive provision shall control.

### **3.2 Four Points Community Association Bylaws**

The procedures and processes for the Four Points Community Association are outlined in a separate document entitled "Four Points Community Association Bylaws" which is authorized by the filing of these Covenants. The Association Bylaws have a separate provision for amendments.

### **3.3 Four Points Design Regulations**

The procedures and processes for the Four Points Design Committee (FPDC) and for all development within Four Points are outlined in a separate document entitled "Four Points Design Regulations" which is authorized by the filing of these Covenants. The Design Regulations have a separate provision for amendments.

No residence(s), fence, wall, parking space, garage, shed, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties subject to these covenants until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material,

use and location have been submitted and approved, in writing, by the FPDC, as well as appropriate City of Bozeman review, permitting and fee payment. All plans submitted to the City of Bozeman Planning Department or Building Division must have the Four Points Design Committee Form B stamp of approval. It is the responsibility of the property owner to ensure that he/she has the most recent copy of the Design Regulations. An application shall be processed consistent with the Designs Regulations that are in effect thirty (30) days prior to FPDC receipt of a complete Form A submittal.

#### **Article 4: Four Points Community Association**

##### **4.1 Function**

The Four Points Community Association is charged with the duties and empowered with the rights set forth herein and in the Four Points Community Association Bylaws.

The Association, acting through its Board of Directors, shall have the power and authority to take such actions as shall be necessary or reasonable to care for, protect and maintain the parks, open spaces, common areas and facilities, ponds, watercourses, easements, and boundary fences; to enforce these Covenants; to adopt a development review fee schedule; to collect assessments, reserves and fines; to adopt a fine schedule; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the development, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve.

##### **4.2 Membership**

The Community Association, which may be incorporated, is hereby established known as "Four Points Community Association" hereinafter referred to as the "Association." The Association shall elect a Board of Directors whose duties are described below and in detail in the Bylaws.

Every owner or contract purchaser of a lot or unit shall be a member of the Four Points Community Association, which may not be abandoned or relinquished. Membership shall be appurtenant to and may not be separate from the ownership of any lot or unit. Each Owner shall be responsible to advise the Association of the Owner's current mailing address and any changes to that address. Upon transfer of any Four Points lot, the Owner is responsible for advising the Association of the name and address of the new Owner. The address of the Association shall be: 207 E. Victoria St., Santa Barbara, CA 93101. The address of the Association may be changed by the Board of Directors upon notice to the owners.

For the purpose of determining membership, at any meeting a person or entity shall be deemed to be a member upon the recording of a duly executed deed to

that owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership. Nothing contained herein shall grant multiple owners of a single lot more than one vote per lot.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original seller on a contract, or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner. Such termination does not extinguish the lot owner's obligations until paid in full.

Voting and membership interest is addressed in Article 6 of the Four Points Community Association Bylaws.

#### **4.3 Board of Directors**

The Four Points Community Association shall elect a Board of Directors. The Board shall be comprised of three members of the Four Points Community Association. The Declarant shall have the option to be a member of the Board of Directors so long as he or she owns property in any phase of Four Points.

The Board of Directors shall have the power and responsibility of acting on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association, including but not limited to take such actions as shall be necessary or reasonable to care for, protect and maintain the parks, open spaces, common areas and facilities, ponds, watercourses, easements, and boundary fences; to enforce these Covenants; to adopt a development review fee schedule; to collect assessments, reserves and fines; to adopt a fine schedule; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the development, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve.

The Directors shall act by majority vote.

The Board of Directors shall serve for a term as set by the Bylaws and which may be modified according to the amendment procedures set forth in the Bylaws. The staggering of terms shall be accomplished as set forth in the Bylaws.

Any vacancy on the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining directors nominating a replacement director and the nomination being ratified by a simple majority vote from the corresponding phase of the Community Association. A vacancy in any office of the Association (President, Vice President, Secretary, or Treasurer) shall

be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected. In the event that the Board of Directors is unable to replace the vacancy for a specific phase of Four Points, the Board, in its discretion and after a documented attempt to fill the vacancy from the specific phase, may appoint a person from any phase of Four Points Subdivision to fill the vacancy until the term expires. This filling of the vacancy does not require ratification.

Until 75 percent of the lots in Four Points have been sold (meaning closed) and title transferred to Owners or five years have passed since the recording, whichever is longer, the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be lot owners or members of the association. The Declarant may relinquish this right earlier.

#### **4.4 Meetings**

The Association shall hold annual meetings. Meeting times, locations, formats and voting shall occur as specified in the Four Points Community Association Bylaws.

#### **4.5 Voting & Membership Interest**

Voting and membership interests shall be as specified in the Four Points Community Association Bylaws.

#### **4.6 Annual & Special Assessments**

The purpose of annual and specials assessments levied by the Association are to promote the recreation, health, safety, convenience and welfare of the owners, including but not limited to the improvement, repair, operation, and maintenance of easements, parks and common areas, community and park street lights, and for any other purposes, expressed or implied, in these Covenants.

Each owner, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these Covenants, and to pay to the Association:

- Upon the sale and conveyance of each lot or home, \$250 shall be transferred to the Association, paid out of closing;
- Annual assessments or charges and fines as may be adopted by the Board of Directors; and
- Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the owner of such property at the time when the

assessments are due. Assessments shall begin to accrue upon closing on the purchase of a lot.

The following subsections address the details of assessments:

- (a) The Declarant for each lot owned by it within Four Points hereby covenants, and each Owner of any lot by acceptance of a purchase and sale agreement, deed or lease therefore, whether or not it shall be so expressed in any such deed, lease or any other conveyance, shall be deemed to covenant and agree to pay to the Association the Owner's proportionate share of assessments established and collected from time to time as hereinafter provided.
- (b) Each owner or member will be assessed a proportionate share based on the number of dwelling units built per developed residential lot and on a dwelling unit equivalent on vacant, commercial and industrial properties as specified below:

<b>Zone</b>	<b>Assessment(s)</b>
Single Household Lot (w/ or w/o ADU)	1 share
Multiple Household Lot	0.5 shares per unit

Assessments to Owners will commence immediately after the transfer of title from the Declarant to the Owner. No assessments will be levied against vacant lots owned by the Declarant. The Board shall have the right to determine and refine the specifics and timing of assessments within the parameters of the preceding statements.

- (c) At least 30 days prior to the commencement of each fiscal year, the Board shall fix the amount of the assessment for such fiscal year and shall, at that time, prepare a roster of the lots and assessments applicable thereto. Written notice of the assessment shall be sent to every Owner subject thereto.
- (d) The assessments levied by the Board on behalf of the Association shall be used exclusively for the purpose of financing the Association functions and duties.
- (e) If at any time and from time to time during any fiscal year, the assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy which shall be assessed to the Owners in the manner set forth herein.
- (f) In addition to the assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parks, including fixtures and personal property related thereto, provided that

any such assessment shall have the assent of two-thirds (2/3) of the votes of members who vote in person or by proxy at a meeting duly called for this purpose.

- (g) The Board shall also levy an assessment against any Owner, as a direct result of whose acts or failure or refusal to act or otherwise to comply with the Four Points Covenants for monies expended by the Association in performing its functions under Four Points Covenants and Board Bylaws. Such assessment shall be in the amount so expended and shall be due and payable to the Association when levied. Monies so expended shall include, without limitation, reasonable engineers', architects', attorneys' and accountants' fees incurred by the Association.
- (h) Each assessment shall be a separate, distinct and personal debt and obligation of the Owner against who it is assessed, and each Owner by acceptance of a purchase and sale agreement, deed or lease, shall be deemed to covenant and agree to pay the same to the Association. If the Owner does not pay such assessment or any installment thereof when due, the Owner shall be deemed in default and the amount of the assessment not paid, together with the amount of any subsequent default, plus interest at 12 percent per annum and costs, including reasonable attorney's fees, shall be and become a lien upon the lot of such Owner upon recordation by the Association of a notice of default. The Association assessment lien may be foreclosed through suit by the Association in like manner as a mortgage of real property, and the Association shall have power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the lot. A suit to recover a money judgment of unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.
- (i) The Parks as defined herein and such portions of Four Points as may be conveyed or dedicated to and accepted by a municipality, public utility, State of Montana, the County of Gallatin shall be exempt from assessments.
- (j) When requested by an Owner, the Association shall execute a certificate stating the indebtedness secured by the Association lien upon the lot of the Owner, and such certificate shall be conclusive upon the Association and the Owners in favor of such persons who rely therein in good faith as to the amount of such indebtedness as of the date of the certificate. The Association shall be entitled to a reasonable fee as a condition to issuing the certificate.

## **Article 5: General Restrictions & Notices**

### **5.1 General Use Restrictions**

The following general use restrictions shall apply to Four Points:

- (a) No residence(s), fence, wall, parking space, garage, shed, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location have been submitted and approved, in writing, by the FPDC, as well as appropriate City of Bozeman review, permitting and fee payment.
- (b) Each building or other structure shall be constructed, erected and maintained in strict accordance with the plans and specifications approved by the FPDC.
- (c) No livestock of any kind shall be raised, bred, or kept on any land in the subdivision, except that a reasonable number of cats, dogs or other common household pets may be kept; provided, however that they are not kept, bred or maintained for any commercial purpose. Exterior dog kennels are forbidden.
- (d) All pets shall be on a leash at all times when off the owner's property. All pets must be restrained and controlled when near ponds, creeks, in open space, in parks or on the trail system.
- (e) No hunting of, shooting at or harassing of birds, animals or any wildlife will be permitted. Skunks, gophers and rodents may be trapped; however, poison may not be used.
- (f) With ongoing construction and permanent residents occupying finished projects, it is imperative to keep construction materials covered and/or tied down, and debris and trash contained until properly disposed of. Violations will be subject to cleanup fees and/or fines of up to \$500 per occurrence.
- (g) No building materials, trash, gravel, excess soils, job trailers, or dumpsters are allowed to obstruct the public rights-of-way unless necessary permits are obtained from the City of Bozeman Engineering Office and the required barricades/safety markers are in place. Violations will be subject to fines of up to \$500 per occurrence.
- (h) No snowmobiles, recreational ATVs, or trail bikes shall be operated within Four Points Subdivision. ATVs used on an owner's property for the purpose of snow removal are acceptable.
- (i) Recreational vehicles, power boats, trailers, snowmobiles, and other rolling equipment other than automobiles and pick up trucks shall not be stored in open view on any residential lot, driveway, or road.



Parked cars shall not obstruct pedestrian traffic. Vehicles parked in violation of these Covenants will be notified by means of a verbal notice to the vehicle owner or verbal notice to the lot owner, or by written notice from the FPDC stating that the vehicle is in violation of these Covenants and requesting immediate removal of the vehicle. If the violation is not corrected within twenty-four (24) hours of notification, the FPDC may cause the vehicle to be towed and impounded at the expense of the vehicle's owner. The Homeowner's Association may cause a vehicle to be towed immediately without notification if the FPDC determines the vehicle impedes emergency vehicles or, in any way, represents a threat to health and safety.

- (j) City sewer and water lines, power, natural gas, cable television, and telephone primary service lines are provided to each lot. However, each lot owner is responsible for the costs of connecting to the main utility lines to his or her improvements from the primary line near his or her lot, including any additions to the primary line that may be required by location of the improvements on the lot. All utility lines shall be underground.
- (k) No signs shall be erected on the property or lot thereof, except to identify the owner of the property. Typical "For Sale" signs shall be allowed during the sale of a lot.
- (l) There are reserved, as shown in the plat and as may otherwise be reserved, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities, including, but not limited to, those providing gas, communication and electrical power. Fencing, hedges and other items allowed by the Covenants may be placed along and in the easements, with permission from the City of Bozeman Engineering Division, as long as the intended use of such easements are not prevented.

### **5.2 Notice of Adjacent Agricultural Uses**

Property owners and residents of Four Points are informed that adjacent uses may be agricultural. Lot and unit owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors and noise, smoke, flies, and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays and the use of machinery early in the morning and sometimes late into the evening. Existing agricultural fences shall be maintained and protected during construction. All new fences bordering agricultural lands shall be maintained by the property owners in accordance with state law.

### **5.3 Notice of Water Features**

- (a) **Notice:** Each owner of property within Four Points, as individuals and as members of the Association, acknowledges the presence of water features within the subdivision. Each owner of property within Four Points, as individuals and as members of the Association, acknowledges that water could pose a danger to humans, animal life and property. By this acknowledgment, each owner of property within Four Points, as individuals and as members of the Association assumes the normal and ordinary consequences of their actions when in, next to or in the vicinity of water features within Four Points.
- (b) **Hold Harmless:** Each owner of property within Four Points, as individuals, agrees by acceptance of this covenant to hold harmless Four Points MT LLC, its officers and directors, and successors in interest, the Community Association, adjacent property owners, and the Farmer Canal Company and its successors in interest for any water related injury to persons, property and animals and damage due to acts of God and nature, including but not limited to a flood from the canal and other water features resulting from circumstances beyond the control of the parties listed herein.
- (c) **Insurance:** Each owner of property within Four Points acknowledges that it is advisable to seek insurance to protect the owner's property in the case of a water event relating to the water features.

#### **5.4 Irrigation Ditches – Nonliabilities**

An irrigation district or private person or entity owning or operating irrigation ditches is not liable for:

- (1) personal injury or property damage resulting from floodwaters caused by rainfall or other weather conditions or acts of nature;
- (2) personal injury or property damage occurring on another's land and caused by water seepage that existed or began before the injured person first arrived on or obtained an interest in the land or before the damaged property was first placed on the land, if the seepage does not carry toxic chemicals onto the land;
- (3) injury to a person or property while, without authorization of the district or private person or entity, the person or property is on land or water controlled by the district or private person or entity, unless the irrigation district or private person or entity engaged in willful or wanton misconduct; or
- (4) death from a drowning, unless the irrigation district or private person or entity was grossly negligent or engaged in willful or wanton misconduct.

### **5.5 Weed Control**

The control of noxious weeds by the Community Association on those areas for which the Community Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District.

The landowner shall be responsible for the control of the state and county declared noxious weeds on his or her own lot. Both unimproved and improved lots shall be managed for noxious weeds, In the event a landowner does not control the noxious weeds, after ten (10) days notice from the Community Association, the Community 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 thirty (30) days of the mailing of such assessment.

The Community Association is responsible for control of state and county declared noxious weeds in the subdivision parks, open spaces, community areas, trails, and roadways.

### **5.6 Garbage**

Property owners and residents of the neighborhood are informed that all garbage must be promptly removed from the property. There shall be no incineration or burning of garbage, trash or other waste or debris on, or coming from any lot. No junk, garbage, trash, equipment, non-working or out-of-use vehicles, parts, metals, lumber, debris or other waste shall be allowed to accumulate on any lot or originate from any lot during construction. All garbage and trash requirements of the City of Bozeman shall be observed. Garbage containers shall be kept in the garage or other enclosures except on garbage pick-up day. Each lot owner shall maintain the alley right-of-way adjacent to the owner's property. Such maintenance shall include, but not be limited to, picking up and appropriately disposing of debris and garbage, mowing and trimming of the alley right-of-way.

All construction dumpsters must be protected from wind. Owners with unsecured dumpsters or building materials will be subject to fines.

In the event an owner shall not control waste on or coming from their property, the Association, after ten (10) days written notice to an owner to control the same, may cause the waste to be controlled or collected, and will assess the lot owner for the costs thereof and or fined.

Refuse within the parks and open space will be collected by a service retained by the Community Association.

### **5.7 Sidewalks**

All lot owners are required to install city standard concrete sidewalks, along all lot street frontages, at the time of construction (prior to occupancy) or within three years of final plat approval, whichever occurs first.

Every lot owner shall be responsible for maintenance of the sidewalk located on, adjacent to and between the owner's lot and the nearest right-of-way. Maintenance shall include, but not be limited to snow and ice removal.

The Community Association shall be responsible for maintenance of the sidewalks and pathways located on and adjacent to parks and open space. Maintenance shall include, but not be limited to snow and ice removal.

## **Article 6: Common Areas**

### **6.1 Use**

Each property or unit owner has the right to use and enjoy the common properties or facilities. No property owner shall have the right to occupy or possess any of the open space and common area by reason of owning a lot in Four Points. No Owner, guest or invitee may use or occupy the common area, trails, roads, open space, parking area or any lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other owner, guest or invitee. General use restrictions are listed in Article 5. In addition to the other restrictions stated herein, no motorcycles, snowmobiles or similar means of transportation are permitted in parks or common areas. Motorized vehicles are allowed exclusively for snow removal.

Violations shall be enforced as provided for in Article 7 of these Covenants.

The Open Space within Four Points as designated on a final plat or approved site plan shall be preserved in perpetuity. Open space shown on the approved final plan or plat shall not be used for the construction of any structures not shown or approved in the final parks plan. The Board, among its other duties, shall establish assessments for the taxes, insurance, and maintenance of all open spaces, parks, trails, roads, medians and easements.

### **6.2 Control and Management**

The Association shall have the exclusive right and obligation to manage, control and maintain the Open Spaces and Common Areas.

### **6.3 Maintenance**

The Community Association shall be responsible for liability insurance, local taxes and maintenance of recreation and other facilities in the common space areas. The assessments levied by the Board for the maintenance, upkeep, repair and operation of common areas like all other assessments, become a lien on each

lot within the Four Points. The Board may, in its discretion, adjust the assessments to meet the changing needs of the community and the areas serving the community.

The Community Association shall enter into an annual contract with a certified landscape nursery person for upkeep and maintenance. The Community Association will be responsible for park maintenance until such time a City wide Park Maintenance District is created. The Community Association shall also be responsible for the maintenance of all common properties, paths and trails, facilities, centers, and adjacent sidewalks and/or landscaping in street boulevards.

The Declarant will be responsible for maintaining pathways, open space and parkland until 50 percent of the lots are sold. At such time, the Association will take over maintenance.

#### **6.4 Maintenance Guarantee**

In the event the organization or any successor organization established to own and maintain commonly owned open spaces, recreational areas, facilities, private streets, and parking lots common areas and facilities, shall at any time fail to maintain the common areas or facilities in reasonable order and condition in accordance with the approved plan, the City Commission may cause written notice to be served upon such organization or upon the owners of property in the development. The written notice shall set forth the manner in which the common areas or facilities have failed to be maintained in reasonable condition. In addition, the notice shall include the demand that the deficiencies noted be cured within thirty days thereafter and shall state the date and place of a hearing to be held within fourteen days of the notice. At the time of hearing, the City Commission may modify the terms of the original notice as to deficiencies and may extend the time within which the same may be cured. If the deficiencies set forth in the original notice or modifications are not cured within the time set, the City may enter upon such common facilities and maintain the same for a period of one year, in order to preserve the taxable values of properties within the development and to prevent the common facilities from becoming a public nuisance. Such entry and maintenance shall not vest in the public any right to use the common facilities not dedicated to public use. Before the one year period expires, the Commission shall, upon its own initiative or upon written request of the organization theretofore responsible for maintenance, call a public hearing and give notice of such hearing to the organization responsible for maintenance or the property owners of the development. At the hearing, the organization responsible for maintenance and/or the residents of the development may show cause why maintenance by the City should not be continued for a succeeding year. If the City Commission determines that it is not necessary for the City to continue such maintenance, the City shall cease such maintenance at the time established by the City Commission. Otherwise the City shall continue maintenance for the next succeeding year subject to a similar hearing and determination at the end of each year thereafter.

- (a) The cost of maintenance by the City shall be a lien against the common facilities of the development and the private properties within the development. The City Commission shall have the right to make assessments against properties in the development on the same basis that the organization responsible for maintenance of the facilities could make such assessments. Any unpaid assessment shall be a lien against the property responsible for the same, enforceable the same as a mortgage against such property. The City may further foreclose its lien on the common facility by certifying the same to the County Treasurer for collection as in the case of collection of general property taxes.
- (b) Should the property owners association request that the City assume permanent responsibility for maintenance of facilities, all facilities shall be brought to City standards prior to the City assuming responsibility. The assumption of responsibility must be by action of the City Commission and all costs to bring facilities to City standards shall be the responsibility of the property owners association. The City may create special financing mechanisms so that those properties within the area affected by the property owners association continue to bear the costs of maintenance.
- (c) These common areas and facilities shall include but are not limited to commonly owned open spaces, recreational areas, facilities, private streets and parking lots. These common areas and facilities shall also include but are not limited to public parks, squares, open space, recreation areas, trails, as well as any public streets, avenues and alleys not accepted by the City for maintenance.
- (d) The City shall assume permanent responsibility for maintenance of public areas and facilities when a dedicated funding mechanism is adopted.

## **Article 7: Disputes, Enforcement, & Fines**

### **7.1 Enforcement**

Each Owner grants to Declarant and reserves to Declarant, a lien upon the lot of the Owner to secure the faithful performance by the Owner of the requirements and restrictions contained in these Covenants and in the Design Regulations and Bylaws. If any Owner shall fail to comply with these Covenants, the Design Regulations, or the Bylaws within ten (10) days after Declarant shall have deposited in the United States postal system a notice to the Owner of the failure to comply, Declarant shall have the right to cause the necessary work to be done and to have a lien upon the land of the non-complying Owner for the reasonable cost of such work plus an additional amount equal to ten (10) percent of the cost of such work.

If within thirty (30) days the non-complying Owner does not pay to Declarant the sum secured by the lien, then Declarant may foreclose the lien in compliance with the mortgage foreclosure laws of the State of Montana for the aggregate of (I) the reasonable cost of such work (II) a sum equal to ten (10) percent of such work, and (III) all cost incurred by Declarant in foreclosing the lien, including a reasonable attorney's fee. Declarant is in no way precluded from seeking any remedy available to Declarant pursuant to the laws of Montana, including but not limited to immediate, temporary and permanent injunctive relief.

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

Should any lawsuit or other legal proceeding be instituted by the Association or an owner against an owner alleged to have violated one or more of the provisions of these Covenants and should the Association or owner enforcing the provisions of the Covenants be wholly or partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees for all time associated with the action.

The failure of Declarant, the Association or an owner, to enforce any Covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver or approval of a variance of a Covenant provision by the Board of Directors or the Four Points Design Committee, or non-action of the Association or Declarant in the event of a violation of a Covenant by a particular owner or lot, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other owners or lots.

Invalidation of any one of these Covenants, Design Regulations, or Bylaws by judgment or by Court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

A breach of any of the foregoing restrictions or Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for

value upon any lot or portion of the real property or any improvements thereon. However, the Covenants shall be binding upon and shall inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

### **7.2 Fine Schedule**

For any Violation of the terms, conditions, restrictions and protections contained within the Covenants, and upon written complaint signed by the author.

Upon receipt of complaint and the finding of violation, the Association has the authority to assess fines. The Association shall notify the Owner upon receipt of a complaint of violation and allow a reasonable time for response by the Owner. The Association's agent may determine if a violation occurred. Upon determination of a violation, the Association shall notify the Owner of the violation, the fine and the date of payment for the fine and the ability of the Association to file a lien against the Owner's property without further notice.

Failure to pay the fine when due shall subject the Owner to interest on the unpaid portion of the fine at a rate of not less than ten (10) percent per annum. Said rate may be amended without an amendment of this Declaration.

In addition to the fine schedule set forth above, the Homeowner's Association may assess fines of up to \$50,000.00 (note that this is in addition to the terms outlined for unfinished structures against any Owner who constructs, remodels or modifies a structure without written approval from the FPDC.

### **7.3 Dispute Resolution**

If a dispute still exists after all proper procedures outlined in this document and in the Design Regulations have been exhausted, mediation should be the next step in dispute resolution before any lawsuits are filed.

## **Article 8: Term**

All the limitations, conditions, and restrictions contained in these Covenants of Four Points shall run with the land and shall be binding on all parties and persons claiming under them for a 10 year period beginning at the date of filing of this document, at which time the same shall be automatically extended for successive periods of 10 years, unless the record Owners of lots then within Four Points having not less than three-fourths (3/4) of the total votes record an instrument terminating the Four Points Covenants within one (1) year prior to the commencement of any such period. Any such termination shall take effect upon expiration of the period during which it is given. Prior to the expiration of these Covenants, the Association may vote, pursuant to the provisions allowing amendment hereto, to extend these Covenants.

## **Article 9: Amendments**



Any covenant which is required as a condition of the preliminary plat approval and required by the City Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in the Covenants, and the City Commission.

The Four Points Covenants, may, at any time, be amended or replaced upon the happening of all the following events:

- A. The vote of Owners having not less than two-thirds (2/3) of the total votes within Four Points at a meeting of the Association duly held. The notice of the meeting shall state that the purpose of the meeting is to consider the amendment or repeal of the Four Points Covenants, giving the substance of any proposed amendments or indicating the provisions to be repealed, as the case may be; and
- B. The recordation of a certificate of the Secretary of the Association setting forth in full the amendment or amendments to the Four Points Covenants so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by vote of the Owners pursuant these Covenants.
- C. The President or Vice-President shall execute and record the amendment, change or addition with the Clerk and Recorder of Gallatin County, Montana.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. No improvements that were constructed and approved in accordance with the Covenants shall be required to be changed because such standards are thereafter amended. All lots within all phases of Four Points shall be required to adhere to these Covenants.

#### **Article 10: Definitions**

The words and terms used in this document shall be defined as in the latest edition of the City of Bozeman Unified Development Ordinance unless defined below. If not defined below or in the Unified Development Ordinance, words and terms shall have their customary dictionary definitions.

- **Architect** shall mean a person registered to practice architecture in the State of Montana.
- **Association** shall mean the Four Points Community Association, and its successors and assigns which shall serve and may be referred to as the Property Owners' Association. The Association may be incorporated as a Montana nonprofit corporation, with its members as the lot owners.
- **Board** shall mean the Board of Directors of the Association. (Also see "Directors" definition below.)

- **Bylaws** shall mean the bylaws of the Association.
- **Four Points Design Committee**, also referred to as FPDC, shall consist of the Design Liaison (from the Board of Directors), an at-large member of the Association appointed by the Board of Directors and an architect or urban planner. The FPDC has the right to exercise control over all construction in the Four Points Subdivision. The architect/urban planner member of the committee shall conduct all design reviews (Form A, Form B & Form C) and inspections (Form D) with consultation, as desired or necessary, from the other members of the FPDC.
- **Four Points** shall include all land described in Exhibit "A." The Declarant may annex additional property and phases to Four Points as specified in this document.
- **Contract purchaser** shall mean a person buying a lot pursuant to a contract for deed, Montana Trust Indenture or mortgage.
- **Declarant** shall mean \_\_\_\_\_, or such other person, entity or corporation \_\_\_\_\_, who may be, by a recorded document, designated as the Declarant.
- **Development** shall mean any building, construction, renovation, fence, wall, parking space, garage, shed, outbuilding or material change in the use or appearance of structures or land. Development includes significant landscape changes.
- **Directors** shall mean the Board of Directors of the Association, comprised of three members of the Four Points Community Association. The Declarant shall have the option to be a member of the Board of Directors so long as he or she owns property in any phase of Four Points. Directors shall be elected at the annual meeting by a simple majority of the members of the Association. Power and Duties of the Board of Directors.  
  
Until 75 percent of the lots in Four Points Phases have been sold, the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be lot owners or members of the association.
- **Lot** shall mean and refer to only that land so divided into a lot, tract or parcel that is (a) described in Exhibit "A" and (b) designated by the Declarant for residential use. The term lot does not include any portion of the Parks or open space.
- **Member** shall mean any owner or lot owner. Each member or owner agrees to abide and be bound by these Covenants, the Articles of Incorporation, Design Regulations, Bylaws and the Resolutions of the Community Association, if any.

- **Open space** means those areas set aside for the use of all of the owners and the public, including roads, trails, easements, parks, open spaces, and medians. The terms "open space" and "common area" or "common open space" are used interchangeably.
- **Owner** also referred to as lot owner, member and home owner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to or leasehold interest in any land which is a part of Four Points, including contract purchasers, but excluding those having such interest merely as security of the performance of an obligation.
- **Parks** shall mean all land and interest therein which has or may be conveyed to the Association or City of Bozeman, including but not limited to all lands identified as common open space, trails, public park, park, private open space, and detention / retention ponds as delineated on the final plat. The word park when used herein in the singular form may be referring a portion of the total parks delineated on the final plats of Four Points Subdivision. Any portion of the designated parks not specifically designated as common open space may be transferred to an appropriate organization subject to the restriction governing the maintenance and improvements of parks contained herein. Common open space, including the detention / retention ponds, shall remain in the ownership and control of the Association. Parks shall be maintained and improved consistent with the provisions of these Covenants governing maintenance of parks and improvements of parks. All Parks are hereby declared to be dedicated to be public use and available for the use and enjoyment of the public.
- **Properties** and "lots" shall mean all of the real property herein described and subsequently surveyed and platted into lots as Four Points or a phase thereof, according to the official plats thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana.
- **UDC** shall mean the current City of Bozeman Unified Development Code or other current land use regulations as adopted by the City of Bozeman.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 10 day of April, 2015.

DECLARANT:




---

Title: Member

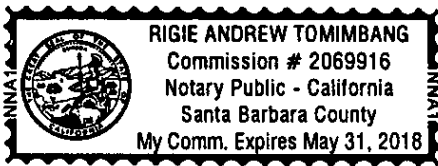
STATE OF California )

:SS

County of Santa Barbara )

On this 10 day of April, 2015, before me, a Notary Public of the State of California, personally appeared Luke Tracey known to me to be the person described in and who executed the foregoing instrument as Declarant of Four Points MTLLC whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of Four Points MT LLC.

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



*[Handwritten Signature]*

NOTARY PUBLIC for the State of: California  
Commission expires 05/31/2018 (use 4 digits)

**Exhibit A: Legal Description of Subdivision**

CERTIFICATE OF DEDICATION

We, the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots, blocks, roads and alleys, as shown by this plat hereunto included, the following described tracts of land, to-wit:

A tract of land being Lot 2A1 of Certificate of Survey No. 2202C, on record with the Gallatin County Clerk and Recorder located in the Southeast One-Quarter of Section 34, Township 1 South, Range 5 East, Principal Meridian Montana (P.M.M), Gallatin County, Montana being more particularly described as follows:

Beginning at a TD&H yellow plastic cap near the southwest corner of said Tract 2A1; thence South  $89^{\circ} 41' 46''$  West a distance of 45.00 feet to the calculated position of the southwest corner of said Tract 2A1; thence North  $00^{\circ} 20' 40''$  East a distance of 928.31 feet to the calculated position of the northwest corner of said Tract 2A1; thence North  $89^{\circ} 51' 42''$  East a distance of 2648.41 feet to the calculated position of the east one-quarter corner of said Section 34; thence South  $00^{\circ} 14' 42''$  West a distance of 897.16 feet to the calculated position of the southeast corner of said Tract 2A1; thence South  $89^{\circ} 42' 03''$  West a distance of 50.00 feet to a TD&H yellow plastic cap; thence South  $89^{\circ} 42' 03''$  West a distance of 715.83 feet to a TD&H yellow plastic cap; thence North  $00^{\circ} 13' 33''$  West a distance of 44.89 feet to a TD&H yellow plastic cap; thence South  $89^{\circ} 42' 15''$  West a distance of 682.03 feet to a TD&H yellow plastic cap; thence South  $89^{\circ} 41' 02''$  West a distance of 203.12 feet to a TD&H yellow plastic cap; thence South  $89^{\circ} 41' 02''$  West a distance of 10.00 feet to a calculated position; thence South  $48^{\circ} 21' 31''$  West a distance of 90.16 feet to a TD&H yellow plastic cap; thence South  $89^{\circ} 42' 34''$  West a distance of 278.56 feet to a TD&H yellow plastic cap; thence South  $81^{\circ} 55' 55''$  West a distance of 66.53 feet to a TD&H yellow plastic cap; thence South  $89^{\circ} 41' 46''$  West a distance of 532.20 feet to a to the Point of Beginning containing 54.278 acres, more or less.

SUBJECT to all easements of record or apparent from a visual inspection of the property.

RETURN TO:  
MADISON ENGINEERING  
895 TECHNOLOGY BLVD STE 203  
BOZEMAN MT 59718

**BYLAWS  
OF  
FOUR POINTS COMMUNITY ASSOCIATION**

**ARTICLE I  
NAME**

The following shall prevail throughout these Bylaws in the interpretation thereof unless specific provisions direct otherwise:

FOUR POINTS COMMUNITY ASSOCIATION is to be governed by and which is empowered to act in accordance with these Bylaws. Hereinafter said corporation shall be referred to as the "Association". The Association may be incorporated.

**ARTICLE II  
ADDRESS**

The address of the initial principal office of the Association shall be: 207 E. Victoria St., Santa Barbara, CA 93101.

**ARTICLE III  
POWERS**

The Association shall have all the powers of a nonprofit corporation enumerated and set forth in Title 35, Chapter 2, M.C.A. The purposes of the Association are those set forth in the Articles of Incorporation.

**ARTICLE IV  
MEMBERSHIP INTEREST**

Every person, group of persons, partnership, corporation, or association who is a fee owner of

real property within the boundaries of the area described as Four Points Subdivision on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana, shall be a member of the Association. By this provision, each lot, tract and parcel as shown on the plat and amendments thereto shall entitle the owner of one membership interest in the Association.

Multiple owners of a single parcel of real property would have collectively one such membership or voting interest. If more than one lot, parcel, or tract is owned, the owner or owners thereof would have one membership or voting interest for each separate parcel of real property.

Membership interest shall run with the land so that said interest is an incident to ownership beginning when ownership rights are acquired and terminating when such rights are divested. Accordingly, no member shall be expelled, nor shall he be permitted to withdraw or resign while possessing a membership interest.

#### **ARTICLE V** **MEETINGS**

There shall be an annual meeting of the membership. The meeting shall be held on the 1<sup>st</sup> Tuesday of March, and the hour and place of such meeting shall be contained in the notice of meetings as hereinafter described. The annual meeting shall be the time for the conduct of any and all legitimate business of the Association, including review and approval of the budget for the next year, election of directors and presentation of reports. Voting at all meetings shall be in the manner prescribed in these Bylaws.

Special meetings may be called at any time upon the initiative of the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon owners' call of fifty percent (50%) of the lots. Special meetings shall require seven (7) days notice, in writing. Notice of annual and special meetings shall be mailed to owners at the address for each owner.

All meetings both annual and special shall be presided over by the President of the Board of Directors or his appointed representative.

Any meeting may be adjourned by the Board of Directors at their discretion, but any meeting adjourned before all its business is disposed of shall be reconvened within thirty (30) days of such adjournment upon due notice given.

Resolutions as hereinafter described may be introduced by any member at any annual meeting provided such resolution in written form is presented to the Secretary of the Board no later than ten (10) days prior to the date of such meeting.

Written notice of all meetings, annual and special, shall be mailed to every member of record no later than ten (10) days and not more than fifty (50) days before the date of the meeting. It shall be the duty of each member to advise the Association of his current address. In the absence of such notice, the member's address shall be the address of record with the Gallatin County Assessor's office.

## **ARTICLE VI** **VOTING**

Each membership interest as defined in Article IV of these Bylaws shall have one (1) vote on all matters to come before the Association meeting. Voting of such interest shall be in the manner provided by the Board of Directors and in these Bylaws. Cumulative voting shall be provided for election or removal of the Board of Directors. Voting may be in person or by proxy.

## **ARTICLE VII** **RESOLUTIONS**

All matters that are the business and concern of the Association may be presented to the Association and meetings of the Association in the form of resolutions directed to the Board of Directors. Such resolutions as are passed by over fifty percent (50%) of the said membership interest of record and eligible to vote shall be binding on the Board of Directors. Such binding resolution shall have the effect of compelling the Board of Directors to take positive action in response to the general inclination of the resolution. However, the scope, extent and specific character of all such action shall be within the final discretion of the Board of Directors.

## **ARTICLE VIII** **POWERS AND DUTIES OF BOARD**

The Board of Directors shall have the following powers and duties:

- A. To enter into contracts and agreements as are necessary to effect the business of the Association.
- B. To provide for the construction, installation, acquisition, replacement, operation, maintenance and repair by the Association of buildings, equipment, common open space, facilities and services for recreation, roads and alleys, fire protection and other services and functions of the Association. Contracts for such work with third parties which provide for a term or duration in excess of one year must be approved by a majority of the members, which approval may be ratified at the annual or any special meeting of the Association.



- C. To make and establish rules and regulations for the governance of facilities and the performing of such functions, the taking of such action and operating in such areas as are within the jurisdictions of the Association.
- D. To make assessments as described in these Bylaws and the Declaration of Covenants and Restrictions on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.
- E. To take necessary and appropriate action to collect assessments from members, including the filing of liens and prosecuting foreclosures as provided in these Bylaws.
- F. To call meetings of the Association, both annual and special, and to preside over such meetings and to give appropriate notice of such meetings as required by these Bylaws.
- G. To formulate and introduce resolutions at the meetings of the Association.
- H. To hold meetings of the Board of Directors as are necessary to conduct Association affairs.
- I. To exercise ultimate decisional power in and on all matters affecting the Association.
- J. To pay the expenses of the Association, including all taxes or assessments and to contract and pay for such insurance as may be necessary in the best interests of the Association, and to provide for the use and disposition of the insurance proceeds in the event of loss or damage.
- K. To fill vacancies on the Board by agreement of the two remaining members, should the vacancy not, however, be filled by the Board, it may be filled by an election at an annual or special meeting wherein each membership interest shall have one (1) vote.
- L. To maintain lists of members.
- M. To keep records in a good and businesslike manner of all assessments made, all expenditures, and the status of each member's payments of assessment; and to make such records accessible at reasonable times to all members.
- N. To provide municipal type facilities for the safety, comfort, health, well-being and pleasure of the residents and guests of residents.
- O. To promote, conserve and preserve the premises.
- P. To do any and all things necessary to carry into effect these Bylaws and to implement the purposes as stated in the Articles of Incorporation and to do any and all things necessary to require compliance with and enforce the Declaration of Covenants, Conditions and Restrictions which by reference therein are made a part of these Bylaws.

- Q. To deal with agencies, officers, boards, commissions, departments and bureaus or other governmental bodies in a federal, state, county and local basis to carry out the above powers, duties and responsibilities.
- R. To establish accounts for operating and/or development funds as set out in the Declaration of Covenants, Conditions and Restrictions.
- S. To select a President of the Board of Directors.

**ARTICLE IX**  
**ASSESSMENTS**

The Association, acting through the Board of Directors, shall have the power to levy assessments on its members. The assessments levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents of the property and for the improvement of the maintenance of the common open spaces, to include road and alley maintenance, landscape maintenance, liability insurance, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association as further described hereafter.

The assessments shall be levied consistent with the Declaration of Covenants and Restriction for Four Point Subdivision.

**ARTICLE X**  
**BUDGETS**

On or before February 25<sup>th</sup> of each year, the Board shall prepare and mail to each member a budget for expenses for the forthcoming calendar year. The Board shall cause a copy of an operating statement to simultaneously be prepared showing income and disbursements for the preceding fiscal year, which statement shall be mailed to each member within thirty (30) days at the end of the fiscal year.

**ARTICLE XI**  
**QUORUM**

Meetings of the Association shall be convened at the time and place contained in the notice of such meeting only if a quorum of the membership interest is present either in person or by written proxy. A quorum shall consist of thirty percent (30%) of the total membership interest of the Association qualified and eligible to vote at the time. Any membership interest may be represented by the owner thereof or by his agent who has written authority to so act.

**ARTICLE XII**  
**VOTING INTEREST**

Whenever any lot, tract or parcel is owned or leased by two or more persons or by an entity, such person or persons or entity must, prior to a meeting where voting may be allowed, among and between themselves determine who is entitled to vote the membership interest and in what manner it shall be voted. If, in the judgment of the Board, a bona fide and irreconcilable dispute arises as to the voting or right to vote a membership interest, such interest may be declared to be in dispute and for the time such interest is in dispute, it shall have no voting rights.

**ARTICLE XIII**  
**SECRETARY**

The Secretary of the Board of Directors shall maintain a record of all membership interests in the Association. In order to make a determination of membership interest for any purpose stated in these Bylaws or the laws of the State of Montana, the Board may order the record closed for a stated period of time. Notice of assessments and liability for assessments shall be in the name of the registered owner on the membership list at the time assessments are declared by the Board.

**ARTICLE XIV**  
**BOARD MEMBERS**

The Board of Directors shall be established consistent with the Declaration of Covenants and Restrictions for Four Points.

Until seventy-five percent (75%) of the lots have been sold and title transferred to Owners or five years have passed since the recording, whichever is longer, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by the Declaration of the Association. By express written declaration, Declarant shall have the option to at any time turn over to the Association the total responsibility for electing and removing members of the Board.

Members of the Board and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

(1) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;

(2) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;

(3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;

(4) shall have no personal liability arising out of the use, misuse or condition of the Property

which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

**ARTICLE XV**  
**TERMS AND REPLACEMENT**

The terms of office for members of the Board shall be consistent with the Declaration of Covenants and Restrictions for Four Point Subdivision.

**ARTICLE XVI**  
**COMMITTEES**

Pursuant to the Title 35, Chapter 2, M.C.A. and subject to the restrictions stated therein the Board may appoint committees to act for the Board and to exercise the authority of the Board on matters referred to them by the Board. Such committees may be dissolved at any time by the Board of Directors.

**ARTICLE XVII**  
**INSURANCE**

The Board may purchase insurance policies to protect the property of the Association against casualty loss and to protect the Association and the Board members, when acting in their official capacity, from liability. The extent and specific nature of coverage shall be determined by the Board.

**ARTICLE XVIII**  
**COVENANTS**

No acts by the Association or by the Board of Directors shall be contrary to the Declaration of Covenants and Restrictions on file with the Clerk and Recorder of Gallatin County, Montana, and amendments thereto. On its own initiative, the Board may take such action as it deems necessary, including the taking of legal action and initiating suit to enforce the Declaration of Covenants and Restrictions.

**ARTICLE XIX**  
**OFFICERS**

The officers shall be appointed consistent with the Declaration of Covenants and Restrictions for Four Point Subdivision.

**ARTICLE XX**  
**COMPENSATION**

Board members shall be reimbursed for any out-of-pocket expenses incurred while acting in their official capacity.


**ARTICLE XXI**  
**SEVERABILITY**

A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order, or decree of a court shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

**ARTICLE XXII**  
**INTERPRETATION AND AMENDMENT**

The Board of Directors shall have the power to interpret all the provisions of these Bylaws and such interpretation shall be binding on all persons. These Bylaws may be amended from time to time whenever at least fifty-one percent (51%) of the membership interests shall have voted in favor of such amendment.

THESE BYLAWS were adopted by the Board of Directors for FOUR POINTS COMMUNITY ASSOCIATION on the 10 day of April, 2015.

 - Director -

## **EXHIBIT A: LEGAL DESCRIPTION OF SUBDIVISION**

### **CERTIFICATE OF DEDICATION**

We, the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots, blocks, roads and alleys, as shown by this plat hereunto included, the following described tracts of land, to-wit:

A tract of land being Lot 2A1 of Certificate of Survey No. 2202C, on record with the Gallatin County Clerk and Recorder located in the Southeast One-Quarter of Section 34, Township 1 South, Range 5 East, Principal Meridian Montana (P.M.M), Gallatin County, Montana being more particularly described as follows:

Beginning at a TD&H yellow plastic cap near the southwest corner of said Tract 2A1; thence South 89° 41' 46" West a distance of 45.00 feet to the calculated position of the southwest corner of said Tract 2A1; thence North 00° 20' 40" East a distance of 928.31 feet to the calculated position of the northwest corner of said Tract 2A1; thence North 89° 51' 42" East a distance of 2648.41 feet to the calculated position of the east one-quarter corner of said Section 34; thence South 00° 14' 42" West a distance of 897.16 feet to the calculated position of the southeast corner of said Tract 2A1; thence South 89° 42' 03" West a distance of 50.00 feet to a TD&H yellow plastic cap; thence South 89° 42' 03" West a distance of 715.83 feet to a TD&H yellow plastic cap; thence North 00° 13' 33" West a distance of 44.89 feet to a TD&H yellow plastic cap; thence South 89° 42' 15" West a distance of 682.03 feet to a TD&H yellow plastic cap; thence South 89° 41' 02" West a distance of 203.12 feet to a TD&H yellow plastic cap; thence South 89° 41' 02" West a distance of 10.00 feet to a calculated position; thence South 48° 21' 31" West a distance of 90.16 feet to a TD&H yellow plastic cap; thence South 89° 42' 34" West a distance of 278.56 feet to a TD&H yellow plastic cap; thence South 81° 55' 55" West a distance of 66.53 feet to a TD&H yellow plastic cap; thence South 89° 41' 46" West a distance of 532.20 feet to a to the Point of Beginning containing 54.278 acres, more or less.

**SUBJECT** to all easements of record or apparent from a visual inspection of the property.

Security Title Company

P.O. Box 6550

Bozeman, MT 59771-6550

② STC#G170765

Please return to:

West Village at Four Points MT, LLC

5 Rimani Dr.

Mission Viejo, CA 92692

**2589089**

Page: 1 of 5 08/10/2017 03:41:10 PM Fee: \$35.00  
Charlotte Mills - Gallatin County, MT MISC



**AMENDMENT TO  
DECLARATION OF COVENANTS & RESTRICTIONS FOR FOUR POINTS**

COMES NOW, FOUR POINTS MT, LLC, a Montana limited liability company, as the owner of the following described real property:

Lots 2, 4 and 5 of Final Plat of Four Points Minor Subdivision No. 475, in the City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Gallatin County, Montana, recorded as Document No. 2517465,

AND COMES NOW, WEST VILLAGE AT FOUR POINTS MT, LLC, a Montana limited liability company, as the owner of the following described real property:

Lot 3 of Final Plat of Four Points Minor Subdivision No. 475, in the City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Gallatin County, Montana, recorded as Document No. 2517465,

and hereby enter into this Amendment to Declaration of Covenants & Restrictions for Four Points in order to amend and supplement that certain Declaration of Covenants & Restrictions for Four Points recorded on April 13, 2015 as Document No. 2508400 in the office of the Clerk and Recorder of Gallatin County, Montana ("the Covenants"), as follows:

1. The Declarant under the Covenants is FOUR POINTS MT, LLC, a Montana limited liability company.

2. The Declarant reserves the right to designate any portion of any real property within Four Points Minor Subdivision owned by Declarant as a Common Area for the use and enjoyment of all owners and lessees within the Four Points Minor Subdivision, subject to reasonable rules and regulations promulgated by the Declarant and/or the Association regulating the use of such Common Area. For example, the Declarant may designate a fitness center within a particular building on a Lot owned by the Declarant as a Common Area. In order to effectuate such Common Area designation, the Declarant shall record a Common Area Designation with the Clerk and Recorder of Gallatin County, Montana, in

which event such portion of real property shall thereafter be considered a Common Area under the Covenants and, in particular, subject to the terms and conditions of "Article 6: Common Areas" of the Covenants. The Declarant shall retain the right to subsequently modify, amend or revoke such Common Area Designation so long as the Declarant is the owner of such real property.

3. The Association shall have all the enforcement powers as granted the Declarant in "Article 7: Disputes, Enforcement, & Fines" of the Covenants.

4. Any lien of the Association for charges, fines or assessments becoming payable on or after the date of recordation of a mortgage or deed of trust on any Lot or Unit, shall be subordinate to such mortgage or deed of trust for such Lot or Unit. Such a lien for charges, fines or assessments shall not be affected by any sale or transfer of a Lot or Unit, except that a sale or transfer of a Lot or Unit pursuant to a foreclosure of a mortgage or deed of trust shall extinguish a subordinate lien for charges, fines or assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot or Unit from liability for, nor the Lot or Unit so sold or transferred from, a lien for any charges, fines or assessments charges becoming payable after such sale or transfer.

5. Every mortgagee, beneficiary under a deed of trust and/ or insurer of the mortgage or deed of trust of a Lot or Unit shall have the right to examine the books and records of the Association upon written request.

6. Every Owner shall have a right and easement of enjoyment and access in and to the Common Areas, which shall be appurtenant to and shall pass with title to every Lot and/or Unit and shall be preserved for the perpetual benefit of the Owners, subject to reasonable rules and regulations promulgated by the Declarant and/or the Association regulating the use of such Common Areas.

7. Notwithstanding anything to the contrary in the Covenants, it is noted that any and all Declarant and Owner rights, as set forth in the Covenants, shall remain expressly subject to the rights of Barings Multifamily Capital LLC, a Michigan limited liability company, and/or Fannie Mae, their successors and/or assigns ("Fannie Mae Lender"), as long as a Fannie Mae Lender has a secured loan upon all or any portion of the Property. Furthermore, notwithstanding anything to the contrary herein, the provisions of the Covenants shall remain subject to the rights of a Fannie Mae Lender, so long as said Fannie Mae Lender has a loan secured by all or any portion of the Property; and in the event of a conflict between the provisions of the Covenants and the documents governing any such secured loan (the "Loan Documents"), the terms of the Loan Documents shall control. The above notwithstanding, the foreclosure of any lien, mortgage, or deed of trust or other Loan Documents of a Fannie Mae Lender shall not sever, extinguish or terminate the Covenants.

8. The undersigned do hereby ratify, declare and affirm the Covenants as modified herein. Except for the specific changes, modifications, clarifications and additions

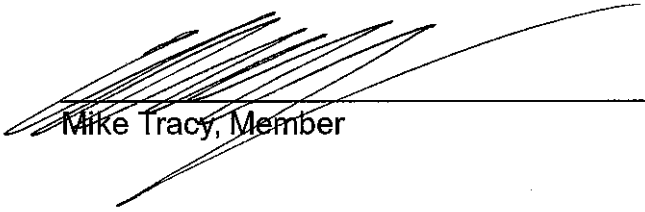


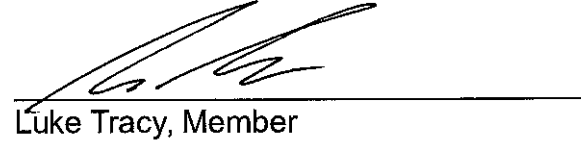
contained and set forth herein, each and every one and all the terms and conditions of the Covenants remain in full force and effect, unchanged and unaltered by this Amendment except where inconsistent with or in conflict with the terms of this Amendment in which case the terms of this Amendment shall control.

DATED this 7 day of August, 2017.

[SIGNATURES ON FOLLOWING PAGES]

FOUR POINTS MT, LLC, a Montana limited liability company, by

  
Mike Tracy, Member

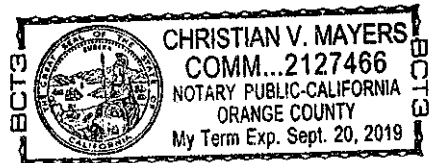
  
Luke Tracy, Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 : ss.  
County of Orange )

On this 7th day of AUGUST, 2017 before me, Christian V. Mayers, a Notary Public in and for said State, personally appeared MIKE TRACY and LUKE TRACY, Members of FOUR POINTS MT, LLC, a Montana limited liability company, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.


I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



Signature  (Seal)

WEST VILLAGE AT FOUR POINTS MT, LLC, a  
Montana limited liability company, by

  
Mike Tracy, Member


  
Luke Tracy, Member

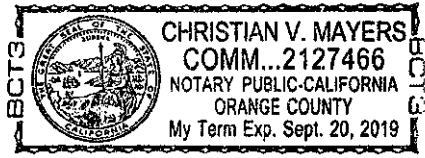
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STATE OF CALIFORNIA )  
 )  
 ) : ss.  
 ) County of Orange )

On this 7th day of August, 2017 before me, Christian V. Mayers, a Notary Public in and for said State, personally appeared MIKE TRACY and LUKE TRACY, Members of WEST VILLAGE AT FOUR POINTS MT, LLC, a Montana limited liability company, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature  (Seal)



**2611024**

Page: 1 of 8 04/16/2018 11:32:00 AM Fee: \$56.00  
Charlotte Mills - Gallatin County, MT MISC

Please return to:  
Four Points MT, LLC  
5 Rimani Dr.  
Mission Viejo, CA 92692

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS & RESTRICTIONS FOR FOUR POINTS**

COMES NOW, FOUR POINTS MT, LLC, a Montana limited liability company, as the owner of the following described real property:

Lots 2, 4 and 5 of Final Plat of Four Points Minor Subdivision No. 475, in the City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Gallatin County, Montana, recorded as Document No. 2517465,

AND COMES NOW, WEST VILLAGE AT FOUR POINTS MT, LLC, a Montana limited liability company, as the owner of the following described real property:

Lot 3 of Final Plat of Four Points Minor Subdivision No. 475, in the City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Gallatin County, Montana, recorded as Document No. 2517465,

and hereby enter into this Amendment to Declaration of Covenants & Restrictions for Four Points in order to amend that certain Declaration of Covenants & Restrictions for Four Points recorded on April 13, 2015 as Document No. 2508400 in the office of the Clerk and Recorder of Gallatin County, Montana, as amended by Amendment recorded August 10, 2017 as Document No. 2589089 ("the Covenants"), as follows:

1. Assessments and voting for the Four Points Community Association shall be based upon the number of Vacant Lots and constructed Dwelling Units. Each Vacant Lot and each Dwelling Unit shall be entitled to one (1) vote on all matters before the membership of the Four Points Community Association. Each Vacant Lot and each Dwelling Unit shall pay equal assessments to the Four Points Community Association. "Dwelling Unit" is defined as a structure or portion of a structure providing separate cooking, eating, sleeping and living facilities for a single family or single residential unit. Each individual condominium unit shall constitute a single Dwelling Unit. If a Lot contains apartments that are not condominium units (i.e. not separate legal parcels), each of said apartments shall still constitute a Dwelling Unit hereunder. No portion of any Lot or

structure shall be considered a Dwelling Unit until it receives a certificate of occupancy from the City of Bozeman. A "Vacant Lot" is a Lot upon which no Dwelling Unit(s) has been constructed.

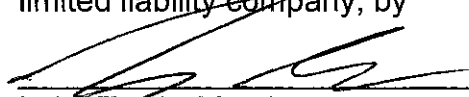
2. Notwithstanding anything in the Covenants or the Bylaws of the Four Points Community Association to the contrary, so long as the Declarant, or an Affiliate of Declarant, owns any Lot or Dwelling Unit within Four Points Minor Subdivision No. 475, Declarant shall be entitled to appoint the Board of Directors for the Four Points Community Association. An "Affiliate" of Declarant is an entity which is one of Declarant's parent entities or subsidiaries or an entity that controls, is controlled by, or is under common control with Declarant, or an entity that has substantially the same ownership as Declarant.

3. The undersigned do hereby ratify, declare and affirm the Covenants as modified herein. Except for the specific changes, modifications, clarifications and additions contained and set forth herein, each and every one and all the terms and conditions of the Covenants remain in full force and effect, unchanged and unaltered by this Amendment except where inconsistent with or in conflict with the terms of this Amendment in which case the terms of this Amendment shall control.

DATED this 12 day of APRIL, 2018.

[SIGNATURES ON FOLLOWING PAGES]

FOUR POINTS MT, LLC, a Montana  
limited liability company, by

  
\_\_\_\_\_  
Luke Tracy, Member

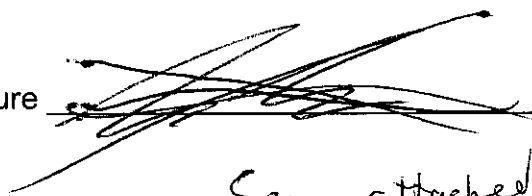
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
: ss.

County of Santa Barbara

On this 12 day of APRIL, 2018 before me, Alex Pineda,  
a Notary Public in and for said State, personally appeared LUKE TRACY, Member of  
FOUR POINTS MT, LLC, a Montana limited liability company, who proved to me on the  
basis of satisfactory evidence to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person, or the entity upon behalf of which  
the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature  af (Seal)

See attached

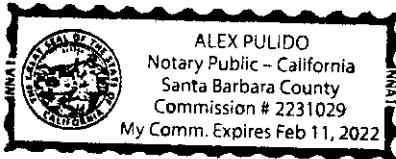
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Santa Barbara }  
On 4-12-2018 before me, Alex Pulido  
Date Here Insert Name and Title of the Officer  
personally appeared Luke T. Tracy  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: (Note) to Replace Signature

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

FOUR POINTS MT, LLC, a Montana limited liability company, by

~~Mike Tracy, Member~~

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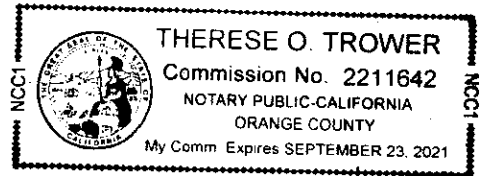
STATE OF CALIFORNIA )

County of ORANGE ) : ss.

On this 12<sup>th</sup> day of APRIL, 2018 before me, Therese O. Trower, a Notary Public in and for said State, personally appeared MIKE TRACY, Member of FOUR POINTS MT, LLC, a Montana limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

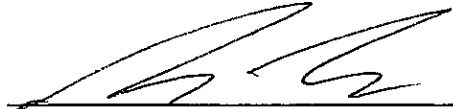
Signature Therese O. Trower (Seal)



2ND AMENDMENT TO DECLARATION OF COVENANTS  
& RESTRICTIONS FOR FOUR POINTS



WEST VILLAGE AT FOUR POINTS MT, LLC, a  
Montana limited liability company, by

  
\_\_\_\_\_  
Luke Tracy, Member

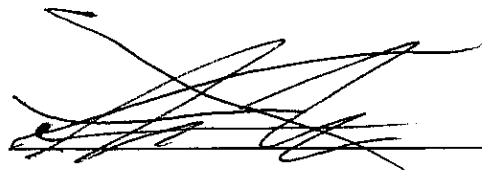
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STATE OF CALIFORNIA )  
: ss.

County of Santa Barbara

On this 12 day of APRIL, 2018 before me, Alex Pilsod,  
a Notary Public in and for said State, personally appeared LUKE TRACY, Member of WEST VILLAGE AT FOUR POINTS MT, LLC, a Montana limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature  AP (Seal)

*See attached*

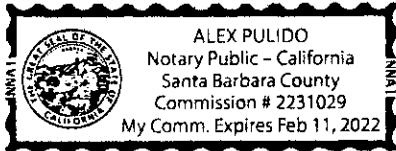
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California }  
County of Santa Barbara }  
On 4-12-2018 before me, Alex Pulido  
Date Here Insert Name and Title of the Officer  
personally appeared Luke T. Tracy  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

WEST VILLAGE AT FOUR POINTS MT, LLC, a  
Montana limited liability company, by

~~Mike Tracy, Member~~

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STATE OF CALIFORNIA )

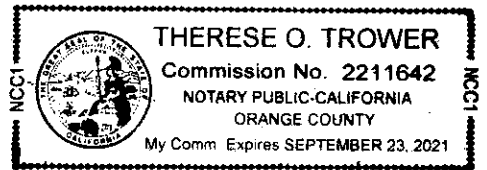
: ss.

County of ORANGE )

On this 12<sup>th</sup> day of APRIL, 2018 before me, Therese O. Trower, a Notary Public in and for said State, personally appeared MIKE TRACY, Member of WEST VILLAGE AT FOUR POINTS MT, LLC, a Montana limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature *Therese O. Trower* (Seal)



SECOND AMENDMENT TO DECLARATION OF COVENANTS  
& RESTRICTIONS FOR FOUR POINTS

RETURN TO:  
MADISON ENGINEERING  
895 TECHNOLOGY BLVD STE 203  
BOZEMAN MT 59718

**2508401**

Page: 1 of 37 04/13/2015 11:17:34 AM Fee: \$259.00  
Charlotte Mills - Gallatin County, MT MISC



# FOUR POINTS

## Design Regulations

Prepared By:  
Studio H Design, Inc.

Prepared For:  
Four Points MT, LLC

**Last Revised: April 1<sup>st</sup>, 2015**

# FOUR POINTS

## Design Regulations

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**NAME**

**PAGE**

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## **Article 1: Purpose**

The intent of these Design Regulations is to encourage and guide architects, designers and owners in the development of a residential neighborhood wherein the aesthetics of modern and contemporary architectural forms and design concepts are exercised to create a unique and vibrant community that reflects the cultural diversity of the City of Bozeman. The rules and regulations contained herein are created with the intent that through their application there will be achieved a neighborhood that enriches the greater community through creative architectural expression.

Exceptions to these Design Regulations may be granted only on the basis of design merit as determined by the Four Points Design Committee (FPDC) and as outlined in Section 6.4. The FPDC is not authorized to grant any exceptions to City of Bozeman requirements. It is the responsibility of the property owner to ensure that all proposed construction shall comply with all laws, rules, and regulations including, but not limited to the City of Bozeman Unified Development Code (UDC) and the International Building Code as well as other applicable plumbing, electric, or building codes.

## **Article 2: Properties and Projects Subject to Design Regulations**

All properties, lots and land as described in Exhibit "A" attached to the Four Points Covenants (on file at the Clerk & Recorder's Office) and all projects located upon said properties shall be subject to these Design Regulations.

## **Article 3: Relationship to Other Documents**

### **3.1 Local Land Use Regulations**

All zoning, land use regulations and all other laws, rules and regulations of any government or agency under whose jurisdiction the land lies are considered to be part of these Design Regulations by reference and enforceable hereunder; and all of the owners of said lands shall be bound by such laws, rules and regulations. The City of Bozeman Unified Development Code (UDC) can be found online at [www.bozeman.net](http://www.bozeman.net).

In the event there is a conflict between the Covenants or Design Regulations and any land use regulations, the most restrictive provision shall control.

### **3.2 Covenants**

All properties in the Four Points Subdivision are also subject to the Four Points Covenants and Restrictions which are on file at the Clerk & Recorder's Office.

### **3.3 Bylaws**

All properties in the Four Points Subdivision are also subject to the Bylaws of the Four Points Community Association which are on file at the Clerk & Recorder's Office.

## **Article 4: Four Points Design Committee**

### **4.1 Function**

The function and purpose of the FPDC is to review applications, plans, specifications, materials and samples in order to determine if a proposed project conforms to these Design Regulations. To that end, no structure shall be erected or altered until municipal, FPDC and any other required approvals have been obtained and review processes completed.

### **4.2 Membership**

The FPDC shall consist of the Design Liaison (from the Board of Directors), an at-large member of the Association appointed by the Board of Directors and an architect. The FPDC may also engage other professional services or other advisors in the review process at the FPDC's sole discretion.

### **4.3 Scope of Responsibilities**

The FPDC has the right to exercise control over all construction in the Four Points Subdivision. The architect member of the committee shall conduct all design reviews (Form A, Form B & Form C) and inspections (Form D) with consultation, as desired or necessary, from the other members of the FPDC.

### **4.4 Enforcing Powers**

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



#### **4.5 Limitations of Responsibilities**

The primary purpose of the FPDC is to review the submitted applications, plans, specifications, materials, and samples and to perform inspections in order to determine if the proposed structure conforms to these Design Regulations. The FPDC does not assume responsibility for the following:

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

#### **Article 5: Design Review Process**

All development plans shall be reviewed and approved following the procedures established by the Four Points Design Committee. Submit (deliver or mail) two copies of the required documents for each design review to the following:

Four Points Design Committee (FPDC)  
c/o Studio H Design, Inc.  
1010 East Main Street  
Suite C  
Bozeman, Montana 59715

Submittals must be labeled with "Four Points Design Committee" and specific project title and address. Form A, Form B, Form C, and Form D are attached as Exhibit B at the end of this document.

Upon FPDC review, the owner will be notified within fifteen (15) business days of a complete submittal that the design has been approved, approved with stipulations or disapproved. Incomplete applications may be returned and are subject to a re-submittal fee.

The reasons for approval with stipulation and disapproval will be clarified for the owner in writing and/or with drawings.

An application for withdrawal may be made without prejudice, provided the request for withdrawal is made in writing to the FPDC.

All variance requests pertaining to the FPDC Design Regulations must be made in writing to the FPDC. Any variance granted shall be considered unique and will not set any precedent for future decisions. Variance requests are subject to Section 6.4.

If an application has been denied, or the approval is subject to conditions that the owner feels are unacceptable, the owner may request a hearing before the FPDC to justify his/her position. The FPDC will consider the arguments and facts presented by the owner and notify the owner of its decision within fifteen (15) business days.

Fees may be increased on an annual basis as determined by the FPDC and the Board of Directors.

---

### **5.1 Informal Advice**

Prior to beginning the design process, it is recommended that lot owners and their designers contact the FPDC to verify their interpretation of these Design Regulations. An owner or representative may request a meeting with the FPDC to discuss preliminary plans prior to a full Form A (Sketch Design Review) submittal.

**Fee\* Required:** \$100 (No charge for advice 15 min or less)

**Documents Required:** None

**Drawings Required (2 copies):** Conceptual plans appropriate for informal discussion

**Drawing Checklist:** None

\*Note: Additional meetings and/or reviews requested by the owner and as determined by the FPDC to be above and beyond the standard review process are subject to hourly fees in addition to the Design Review fee and must be paid prior to issuance of approval.

---

### **5.2 Form A: Sketch Design Review**

This review checks the designs for general interpretations of the overall Design Regulations. Form A includes a statement of Acknowledgement. It is expected that the Lot Owner and/or General Contractor will take all necessary steps to ensure their employees, subcontractors, agents, suppliers, and others involved in the development of the lot are familiar with and agree to abide by the Covenants, Design Regulations, and approved plans.

Note that Form A review **must be** completed before Form B review can begin. If a Form B application is not submitted within three months of Form A review (based on the date of the response letter from the FPDC) or if the project design changes considerably (as determined by the FPDC), a new full Form A submittal will be required.

**Fee\* Required:**                      \$200 (Single Unit & Duplex)  
   \$300 (3-8 Unit Projects)  
   \$400 (Larger than 8 Units)

**Documents Required:**              Form A (Signed)

**Drawings Required (2 hardcopies + digital file in PDF format):**

- Site Plan (1/16" or 1/8" scale)
- Landscape Plan (1/16" or 1/8" scale)
- Floor Plans (1/8" scale or larger)
- Elevations (1/8" scale or larger)

**Drawing Checklist:**

**Site Plan:** North arrow; Property lines; Setbacks; Easements; Sidewalks; Building footprints including porches, stairs, eaves  
**Landscape Plan:** Schematic site landscaping; Boulevard landscaping  
**Floor Plans:** Room uses labelled; Windows & Doors; eaves & other overhangs; Dimensions; Gross square footage for conditioned (heated) spaces; Gross square footage for unconditioned (unheated) spaces  
**Elevations:** Porches; Balconies; Windows & Doors, Exterior materials specified; Overall building height (from average grade); Roof pitches

**\*Notes:**

- 1) Additional meetings and/or reviews requested by the owner and as determined by the FPDC to be above and beyond the standard review process are subject to hourly fees in addition to the Design Review fee and must be paid prior to issuance of approval.
- 2) Incomplete applications may be returned and are subject to a \$100 penalty.

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### **5.3 Form B: Construction Design Review**

This process is to review the construction documents for general compliance with these Design Regulations and verifies that items noted on the FPDC Form A response letter have been addressed. Conformity to applicable local regulations and building codes, as well as obtaining appropriate permits is the responsibility of the owner's architect and/or builder.

Note again that Form A review **must be** completed before Form B review can begin. If a Form B application is not submitted within three months of Form A review (based on the date of the response letter from the FPDC) or if the project design changes considerably (as determined by the FPDC), a new full Form A submittal will be required.

**Fee\* Required:**

- \$300 (Single Unit & Duplex)
- \$400 (3-8 Unit Projects)
- \$500 (Larger than 8 Units)

**Documents Required:** Form B (Signed)

**Drawings Required (2 hardcopies + digital file in PDF format):**

- Site Plan (1/16" or 1/8" scale)
- Landscape Plan (1/16" or 1/8" scale)
- Floor Plans (1/8" scale or larger)
- Elevations (1/8" scale or larger)
- Sections (1/8" scale or larger)
- Color Rendering
- Color Board w/ physical material samples

**Drawing Checklist:**

**Site Plan:** North arrow; Property lines; Setbacks; Easements; Sidewalk & street locations; Materials for walks & drives; Site dimensions; Building footprints including porches, stairs, eaves/overhangs; Fence locations & details; Grading Plan; Location and screening of equipment and meters; Limits of construction activity

**Landscape Plan:** Schematic site landscaping; Boulevard landscaping

**Floor Plans:** Room uses labelled; Windows & Doors; eaves & other overhangs; Dimensions; Gross square footage for conditioned (heated) spaces; Gross square footage for unconditioned (unheated) spaces

**Elevations:** Porches; Balconies; Windows & Doors, Exterior materials specified; Overall building height (from average grade); Roof pitches; Light fixture locations; Light fixture cut sheets

**Color Rendering:** Color rendering of the front (main street facing) elevation

**Color Board:** Physical material samples w/ locations tagged on elevations

**\*Notes:**

- 1) Additional meetings and/or reviews requested by the owner and as determined by the FPDC to be above and beyond the standard review process are subject to hourly fees in addition to the Design Review fee and must be paid prior to issuance of approval.
- 2) Incomplete applications may be returned and are subject to a \$100 penalty.

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**5.4 Forms C1 & C2: Changes and Modifications**

It is anticipated that owners may wish to make improvements or modifications to their buildings or property during initial construction or at a future date. A change may be executed after FPDC approval of Form C: Application for Change(s).

All modification requests must be made in advance. **Note that any modifications that are made prior to Form C review and approval will be subject to an increased fee.**

**Fee\* Required:** \$200 (Proposed modifications)  
\$500 (“After the fact” modifications)

**Documents Required:** Form C1 (Signed) (Proposed modifications)  
Form C2 (Signed) (“After the fact” modifications)

**Drawings Required (2 hardcopies + digital file in PDF format):**

Any drawings related to proposed changes

**Drawing Checklist:**

Any drawings and details related to proposed changes.

**\*Notes:**

- 1) Additional meetings and/or reviews requested by the owner and as determined by the FPDC to be above and beyond the standard review process are subject to hourly fees in addition to the Design Review fee and must be paid prior to issuance of approval.
- 2) Incomplete applications may be returned and are subject to a \$100 penalty.

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**5.5 Forms D1, D2 & D3: Inspections**

The FPDC reserves the right to inspect in the field for compliance during any stage of construction. The FPDC is empowered to enforce its policy as set forth in the Design Regulations, in law or equity, to ensure compliance.

Inspections are required to ensure that construction proceeds in compliance with these covenants and the approved drawings. An inspection is required at each of three stages of construction: framing, siding, and landscaping. **The owner shall request an inspection of the built work by the FPDC with a Form D1, D2 and D3.** Owners are responsible for scheduling an inspection and paying the fee as follows:

**Fee\* Required:**

\$150 Form D1 (Framing Inspection)

\$150 Form D2 (Siding Inspection)

\$150 Form D3 (Landscaping Inspection)

**\* Proceeding beyond each stage without arranging an inspection is subject to a \$250 penalty per inspection.**

The inspections shall only determine general compliance with the Design Regulations and the FPDC approved plans. If the FPDC find the improvements were not completed in strict compliance with the Design Regulations and the FPDC approved plans, the FPDC shall notify the owner of the noncompliance within seven (7) days of the inspection request and shall require remedy of the same. The owner shall have seven (7) days from the noncompliance notification to remedy the noncompliance or shall submit a work plan delineating the time

frame when the noncompliance will be remedied. The FPDC may allow up to forty-five (45) days for the noncompliance to be remedied if the submitted work plan provides adequate justification for the requested time. The owner may also propose to modify the approved plans with an "after-the-fact" Form C2 application in accordance with Section 5.4.

If the Form C2 is not approved, or the noncompliance is not remedied within seven (7) days of notification and the owner does not provide a work plan within said time, or if the noncompliance is not remedied within the time frame provided in the work plan as approved by the FPDC, the FPDC may, at their option, remedy the noncompliance. The owner shall reimburse the FPDC upon demand for all expenses incurred in connection therewith. The owner shall also pay the FPDC for any time spent on an inspection that is above and beyond the average inspection. Payment shall be based on the standard hourly wages of the FPDC. If the owner does not promptly repay such expenses, the FPDC shall levy an assessment and file a lien against such owner and the improvement in question and the land on which the same is situated for reimbursement and the same shall be enforced and/or foreclosed upon in the manner provided for by law.

No occupancy of the project shall take place prior to the completion of all required inspections or as otherwise specified by the FPDC.

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### **5.6 Site Plan Review & Building Permits**

Some larger scale projects will require Site Plan Review from the City of Bozeman and all construction projects require a building permit. Any plans submitted to the City of Bozeman for Final Site Plan Review or Building Permits must include the FPDC stamp of approval.

Construction may not commence without the approval of the City of Bozeman, obtaining of necessary permits and payment of all fees. Approval by the FPDC does not guarantee approval by the City of Bozeman.

### **5.7 Timing of Construction**

Any structure to be erected in accordance with an approval so given must be erected and completed within (18) months from the date of approval. If construction of a structure is not commenced within (18) months after approval, new approval must be obtained. Consideration will be given to remaining landscaping or painting based on seasonal constraints; however such

improvements must be completed during the beginning of the next planting season.

If any structure is commenced and is not completed in accordance with the plans and specifications within (18) months, the Directors of the Community Association, at their option, may take such action as may be necessary, in their judgment, to improve the appearance so as to make the property complimentary to adjacent properties and to comply with these Design Regulations, including completion of the exterior of the combination thereof, or removing the uncompleted structure or similar operations. The amount of any expenditure made in so doing shall be an obligation of the owner. A lien on the property may be recorded and shall be enforceable by an action at law. In lieu thereof, the Association may take such action as is available by law, including an injunction, or action for damages.

### **5.8 Liability**

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

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

## **Article 6: Community Design Regulations**



Defined in the following sections (Site, Building, and Landscape) are the principal rules for establishing the desired architectural aesthetic for Four Points.

### **6.1 Site**

The intent of the following site regulations is to establish a harmonious interplay of building massing and placement relative to lot constraints throughout the neighborhood. Building massing should respond to context; however it is not required or recommended that building massing be uniform in Four Points.

All uses, setbacks, lot coverage, accessory structures, parking, drive accesses, etc. are governed by the City of Bozeman Unified Development Code. Note that these Design Regulations may be more restrictive than the city Codes including but not limited to the site characteristics listed below.

#### **(a) Setbacks, Parking & Monument/Light Locations**

- Buildings shall be located on lots relative to the setbacks specified in the current Bozeman Unified Development Code and any easements indicated on the final plats that have been filed.
- Buildings adjacent to major streets and corner lots shall front those arterial corridors with a façade of architectural interest suitable to achieving a compelling and inviting composition as seen from the pedestrian perspective. The composition of such buildings should reflect a cohesive design concept as well as respond to the structures in the immediate context and those that have a direct visual communication with it. This does not imply that a uniformity of design must be maintained throughout the neighborhood, but rather each distinct design should be a compliment to the diversity of the neighborhood.
- It is encouraged that buildings be placed as near the setback lines as feasible, especially the front yard setback. Consideration will be given for a greater distance to the setback line, based on design merit.
- Garages accessed from a public street are not encouraged. If by merit of design such a relationship is found necessary the garage will be made visually subordinate to the primary façade elements of the building. This can be done by stepping the garage back a min 4' from the primary façade or scaling down the garage form to a proportion subordinate to the primary building volume. Alternate garage façade design will be considered based on design merit.

- Trash containers shall be located within a garage, adjacent to or within the parking area, or adjacent to the primary structure and shall be screened from public view with durable materials that complement the overall design scheme of the adjacent building structures.

**(b) Accessory Structures**

- Accessory structures such as a garage, office, pool house, gym, equipment enclosure, gazebo, or a conservatory will be allowed to be integrated into the primary building structure or detached as outbuildings. Other accessory uses will be considered by the FPDC on a case-by-case basis.

**(c) Accessory Dwelling Units**

- Accessory dwelling units will be permitted as allowed by the City of Bozeman Uniform Development Code.

**(d) Fences**

- Fences designed to be privacy screens within the neighborhood are not encouraged unless required as an integral part of a design solution to a clearly identifiable need. Fences used as screening elements to mask necessary but not aesthetically pleasing site components (transformers, mechanical equipment, etc.) are encouraged. This includes the screening of garbage enclosures and unsightly building equipment components.
- All fence designs and locations must be approved by the FPDC.
- Height: maximum height for fences used as privacy screens shall be 6' unless otherwise approved on design merit.
- Materials: fences shall be constructed of durable rot resistant materials in keeping with the materiality of the design of adjacent buildings. All fences are required to be maintained for appearance and kept in good repair.
- Fences with only one "finished" elevation shall be erected such that the finished elevation fronts the adjacent property, alley or street.
- Fences for privacy screens shall be placed and sized to proportions suitable to complement the design composition of the building and property served.

**(e) Driveways / Parking**

- Driveway and parking areas shall be planned to provide for appropriately sized snow storage areas that do not interfere with, or stack snow on, landscape plantings.
- Driveways and parking areas to conform to the most recent version of the Unified Development Code at the time of the submittal of Form B: "If parking stalls within the interior of an individual residential garage are counted toward a development's required parking needs, then they shall meet the standard parking stall width of nine feet and the standard parking stall length of 20 feet with a minimum of one foot clear on all exterior sides of the stall."

**(f) Sidewalks**

- The installation and scheduling of sidewalks shall meet the requirements of the Unified Development Code.

**6.2 Building**

The following regulations have been developed with the intent of providing guidelines for the design of built structures with the goal of encouraging creative expression utilizing a contemporary and modern aesthetic.

**(a) Minimum & Maximum Floor Areas**

- Minimum and maximum floor areas shall comply with the appropriate zoning regulations as defined in the Unified Development Code.

**(b) Foundations**

- Foundation walls are generally encouraged to have a minimal visual presence on the façade.
- Foundation walls may be exposed as determined to be appropriate to the design aesthetic of the composition.
- Ground water conditions make the construction of basements prohibitive and are strongly discouraged.

**(c) Walls & Facades**

- Facades should be designed with attention given to creating a cohesive composition as well as responding to the context of adjacent structures and those in direct visual communication in a complimentary manner.
- There shall not be mandatory recesses on the façade. Achieving a façade that is interesting and an integral part of the overall composition of the building should be explored with all the creative energies of the owner and designer. All design avenues remain open to the designer.
- Cladding for building shall not be limited to any specific material, but such cladding materials are encouraged to be of a quality and character that befits high standards of architectural expression. However, certain materials such as synthetic stucco are strongly discouraged and will be considered solely on design merit. Composite wood (Canoxel, Color-Lok, T1-11 or similar), vinyl and aluminum siding are specifically disallowed.
- Lap siding shall be run horizontally unless an alternate configuration can be shown to demonstrate a marked improvement in its functional and aesthetic application.
- Stonework is encouraged to be of natural stone, however synthetic stone is allowed. Dry stack stonework with minimal mortar lines is strongly encouraged. Where applied, stone work shall run in a continuous band around the building or terminate at inside corners or other appropriately detailed points of termination. Stone work applied with a veneer-like appearance is not permitted; exceptions will be reviewed based on design merit.

**(d) Porches**

- Front porches are encouraged as design elements on the façade(s) fronting streets but are not mandatory. Porches are recognized by the FPDC as elements that create interest in the façade, assist in scaling building proportions to a human scale, and allow for interaction with the street.
- Materials: the materials for a porch shall be durable and rot resistant. Given the material used, appropriate finishes shall be applied at necessary intervals to ensure the longevity of the structure is maximized and the desired aesthetic is preserved through proper care and maintenance.
- Stoops shall be made of concrete, brick or stone, other materials will be considered based on design merit. Stoops associated with patios and

porches shall be designed to be integral to the overall design composition.

- The space below porches shall be designed to be consistent with the architectural composition of the building. Where necessary, screening elements may be used to hide unfinished structure or otherwise unsightly spaces.

**(e) Decks and Patios**

- The FPDC recognizes patios and decks as architectural elements that serve to add interest and human scale to a given design.
- Decks and Patios are encouraged on those facades fronting public ways where interaction between the pedestrian way and the architectural presence of the building will enhance the sense of community within the neighborhood. Appropriate design measures to establish a division of public and private space at decks and patios while allowing for interaction with the public space are encouraged.

**(f) Windows**

- Windows shall be of any material and assembly approved by building codes.
- Window muntins are discouraged, but may be considered based on design merit. Such muntins will appear to be true divided lites in that they must be applied to the surface of the glass (actual divided lites not required). Muntins contained entirely within panes of glass are disallowed.
- False shutters are not permitted.
- Bay windows of a modern/contemporary interpretation are encouraged where consistent with the overall design. Cantilevered volumes of full height glazing are consistent with such an interpretation.

**(g) Doors**

- Exterior doors shall be of any material and assembly approved by building codes.
- Exterior entrance doors should be located to be complimentary to the architectural composition.

- Exterior entrance doors may be solid, full or half lite, glass sliders or any combination of the above and may incorporate side lites.
- Garage doors are to be built of durable weather resistant materials.
- Garage doors shall be integral to the architectural composition and may be painted or stained to compliment the design.

**(h) Roofs**

- Materials shall be consistent with the architectural aesthetic of the design and be of high quality. In selecting roofing materials, consideration should also be given to durability, appearance, and maintenance.
- All roof forms are available to the designer as options for creative exploration of any architectural design. Limitations of proportions, percentages of roof types per building, and continuous length of ridge and fascia planes are governed by the Unified Development Code. There are no additional restrictions mandated by these Design Regulations. Flat roofs, eaveless gables, and other modern/contemporary styles used as design elements are highly encouraged.
- The design merit of the composition of roof planes will be judged on an individual basis by the FPDC. The FPDC recognizes that no formula for judging roof plane composition exists independent of the design aesthetic wherein it finds architectural merit. All roof designs will be approved or denied by the FPDC based on their assessment of the design merit.
- It is strongly encouraged that the design of roofs account for and minimize the shedding of snow and ice onto driveways, sidewalks, decks, patios, porches, balconies, or any other pedestrian ways that might cause damage or injury to those using such areas.

**(i) Skylights**

- Skylights shall be of flat glass assembly (no bubbles or domes)
- “Solar tube” style skylights are allowed as an exception to the above rule.

- Skylights should be located such that they are integral to the overall composition of the building and coordinated with window and door layouts where applicable.
- Skylights to be of a material and assembly as approved by building codes.

**(j) Solar / Photovoltaic / Panels**

- The use of solar panels is highly encouraged. Panels should be attached to a built structure in an aesthetically pleasing manner.

**(k) Dormers**

- The placement and size of dormers shall be consistent with and in proportion to the design composition of the building.

**(l) Eaves / Soffits / Gutters**

- Eaves shall be of a depth consistent with the aesthetics of the design composition. No minimum or maximum depths for eaves are defined by the FPDC.
- Face dimensions of fascia shall be of a height consistent with the aesthetics of the design composition. No minimum or maximum face dimensions of fascia are defined by the FPDC.
- Soffits must be constructed of wood, metal or cementitious materials. Vinyl soffits are not permitted. Other soffit materials will be considered based on design merit.
- Gutters shall be constructed of architectural metals, painted or finished to compliment the color scheme of the building served. Gutters shall be half-round or rectangular and downspouts shall be circular or rectangular. Vinyl or plastic gutters are disallowed. K-style gutters are highly discouraged.

**(m) Chimneys / Roof Vents / Equipment**

- Equipment mounted to the roof shall be placed to best conform to the design aesthetic of the building served. Components of such equipment projecting from the roof shall be painted or finished to compliment the color scheme of the building served. Roof top equipment screening to be as required by the Unified Development Code.

- Chimneys are recognized by the FPDC as a significant design element that can add interest to a composition, as well as develop scale and proportion of a design. Given their significance, special consideration should be given to the form and placement of the chimney within the architectural composition.
- Chimneys shall be of a size, scale and proportion to be complimentary to the design aesthetic of the building served.
- Exterior antennas and satellite receivers shall not be located on a street facing elevation and shall be screened or landscaped in a manner approved by the FPDC.

**(n) Lighting**

- Exterior Lighting: All exterior residential lighting must be Dark Sky compliant.
- Recessed can lighting or wall sconces of a low light emittance are recommended for porches and main entrances to achieve soft lighting conditions.

**(o) Signage**

- No signs, placards, or notices shall be erected, placed, maintained or permitted to remain on any part of any land in Four Points, except such signs as have been approved by the FPDC for identification of residences, streets, parks or areas, places of business, or other approved uses. Signs must also be designed to comply with the Unified Development Code.
- Typical "For Sale" signs shall be allowed during the sale of the lot.
- Typical construction signs shall be allowed during the construction of a building.
- Signage placed in a manner consistent within the layout of site components such as landscaping may be located at main entrances to



the subdivision and other public ways to identify entrances to the neighborhood.

### **6.3 Landscaping**

The FPDC recognizes that the appropriate use of landscaping can significantly enrich the subdivision as well as the greater community by adding natural beauty to the site that evokes a quality of enduring presence. The minimum landscaping required by the City of Bozeman is defined in the Unified Development Code, and the owner is responsible to see that their site meets or exceeds these requirements.

#### **(a) General Landscaping Requirements**

- All required and approved landscaping must be completed within three (3) months of occupancy when planting season allows, and no later than nine (9) months after occupancy if winter prohibits completion.
- Commencing with the transfer of any land in Four Points from Declarant, the Owner shall cause all the land to be maintained in a neat appearance at all times. Grass shall be cut and trees, bushes and hedges shall be trimmed at such intervals as are necessary to maintain the attractiveness of Four Points.

#### **(b) Street Trees & Boulevard Plantings**

- Individual lot owners shall be responsible for landscaping the boulevard area directly adjacent to their property at the time of occupancy and for the maintenance of the boulevard area thereafter.
- Irrigated turf grass and minimum 2-inch caliper trees shall be planted at a density of one tree per 50 feet (rounded to the nearest whole number) in the boulevard area exclusive of areas used for street pavement, curbs, gutters, sidewalks or driveways.
- Maximum height of landscaping in required vehicle vision triangles is 30-inches.
- The planting hole shall be at least twice the diameter of the root ball, the root flare of the newly planted tree must be visible and above ground and

there shall be a mulch ring 2-3 feet in diameter around each newly planted boulevard tree.

- All boulevard plantings must follow City of Bozeman requirements for street tree permits, species selection, and spacing. Owners are required to obtain City of Bozeman boulevard tree planting permit prior to planting.
- It is the responsibility of the Owner to contact the appropriate utility companies before digging.

**(c) Yard Plantings**

- The FPDC requires no additional yard plantings beyond those required by the City of Bozeman; however additional yard plantings are strongly encouraged as they add desired natural beauty and a sense of enduring presence to the site.
- The FPDC requires no additional number of planting beds per property beyond those required by the City of Bozeman, however additional planting beds are strongly encouraged where consistent with the design aesthetic of the building. Planting beds are recognized by the FPDC as elements that can soften and beautify an architectural composition and should be used where appropriate.
- The installation of turf sod is strongly encouraged where yards are planned. Seeding is acceptable.
- Property owners determine their own gardens, perennials, native grasses and ground covers in the rear yard.
- “Xeriscaping” or water-conserving, drought-tolerant landscaping is acceptable. A proposal for a xeriscape landscape plan must be prepared by a landscape professional and must meet Unified Development Code requirements.
- Maximum height of landscaping in required vehicle vision triangles is 30-inches.

- It is the responsibility of the Owner to contact the appropriate utility companies before digging.

**(d) Vegetation Maintenance & Removal**

- All maintenance of vegetation within lot lines and the street boulevard immediately adjacent to the lot will be the responsibility of the property owner, including irrigation and the replacement of such plantings
- No mature landscaping may be removed without prior permission from the FPDC.

**6.4 Variations from Design Regulations**

The Four Points Design Committee (FPDC) may, upon application, grant a variation from the Design Regulations, based on design merit. The FPDC shall have the duty and power to make the final decision on the granting of the variation, without any liability being incurred or damages being assessed due to any decision of the FPDC.

Variations must be requested in writing and approved by the FPDC and/or the Bozeman City Commission, if applicable, depending on whether the variation/variance is from the Covenants or from the current City of Bozeman Unified Development Code or both.

Any variations from the regulations shall be considered unique and will not set any precedent for future decisions. The Committee, in reviewing and considering an application for a variation, shall consider the nature of the hardship claimed, the impact on the adjacent lot owners, the impact on Four Points and proposed mitigations for the impacts. The Committee shall have the duty and power to make the final decision on the granting of the variation, without any liability being incurred or damages being assessed due to any decision of the Committee.

### **Article 7: Amendments**

Amendments to the Four Points Design Regulations shall only be made by the Four Points Design Committee.

Any amendments to the Design Regulations will be on file with the Four Points Design Committee and the Four Points Community Association.

A submittal shall be processed consistent with the Design Regulations in effect 30 days prior to FPDC receipt of a complete Form A submittal.

No improvements that were constructed and approved in accordance with the Design Regulations shall be required to be changed because such standards are thereafter amended.

### **Article 8: Definitions**

The words and terms used in this document shall be defined as in the latest edition of the City of Bozeman Unified Development Code and the Covenants. If not defined in the UDC or Covenants, words and terms shall have their customary dictionary or trade definitions.

## **EXHIBIT A: LEGAL DESCRIPTION OF SUBDIVISION**

### **CERTIFICATE OF DEDICATION**

We, the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots, blocks, roads and alleys, as shown by this plat hereunto included, the following described tracts of land, to-wit:

A tract of land being Lot 2A1 of Certificate of Survey No. 2202C, on record with the Gallatin County Clerk and Recorder located in the Southeast One-Quarter of Section 34, Township 1 South, Range 5 East, Principal Meridian Montana (P.M.M), Gallatin County, Montana being more particularly described as follows:

Beginning at a TD&H yellow plastic cap near the southwest corner of said Tract 2A1;  
thence South 89° 41' 46" West a distance of 45.00 feet to the calculated position of the southwest corner of said Tract 2A1;  
thence North 00° 20' 40" East a distance of 928.31 feet to the calculated position of the northwest corner of said Tract 2A1;  
thence North 89° 51' 42" East a distance of 2648.41 feet to the calculated position of the east one-quarter corner of said Section 34;  
thence South 00° 14' 42" West a distance of 897.16 feet to the calculated position of the southeast corner of said Tract 2A1;  
thence South 89° 42' 03" West a distance of 50.00 feet to a TD&H yellow plastic cap;  
thence South 89° 42' 03" West a distance of 715.83 feet to a TD&H yellow plastic cap;  
thence North 00° 13' 33" West a distance of 44.89 feet to a TD&H yellow plastic cap;  
thence South 89° 42' 15" West a distance of 682.03 feet to a TD&H yellow plastic cap;  
thence South 89° 41' 02" West a distance of 203.12 feet to a TD&H yellow plastic cap;  
thence South 89° 41' 02" West a distance of 10.00 feet to a calculated position;  
thence South 48° 21' 31" West a distance of 90.16 feet to a TD&H yellow plastic cap;  
thence South 89° 42' 34" West a distance of 278.56 feet to a TD&H yellow plastic cap;  
thence South 81° 55' 55" West a distance of 66.53 feet to a TD&H yellow plastic cap;  
thence South 89° 41' 46" West a distance of 532.20 feet to a to the Point of Beginning containing 54.278 acres, more or less.

**SUBJECT** to all easements of record or apparent from a visual inspection of the property.

## **EXHIBIT B: FORMS**

**FOUR POINTS FORM A: Sketch Design Review**

**Property Information:**

Street Address: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Phase: \_\_\_\_\_

**Owner Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Architect/Designer Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Builder Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Landscape Designer Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**(Page 1 of 3)**

**Information:**

1. Are any variances from the Four Points Design Regulations being requested under this application?

- Yes
- No

If yes, please describe the variance:

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2. Items submitted (please check):

- Review Fee
- Site Plan
- Floor Plans
- Roof Plan
- Elevations
- Landscape Plan
- Digital Copy of Submittal (PDF)



**Acknowledgement Statement:**

Owner acknowledges that he/she has received, read, and will abide by the Declaration of Protective Covenants and Restrictions for Four Points.

Violations of the Declaration of Protective Covenants and Restrictions and/or addenda will be remedied by Four Points Community Association whereupon the Lot/Home Owner will be responsible for the cost of the remedy.

I/We \_\_\_\_\_ am/are the owner(s) of record of Lot \_\_\_\_\_, Block \_\_\_\_\_, Phase \_\_\_\_\_ of Four Points Subdivision.

I/We have read these requirements and understand their implications. Furthermore, I/We have been given sufficient opportunity to discuss any questions we may have regarding these requirements with a member of the Four Points Design Committee.

My/Our signature(s) below is/are evidence of my/our intent to comply with these requirements.

**Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**FOUR POINTS FORM B: Construction Design Review Application**

**Property Information:**

Street Address: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Phase: \_\_\_\_\_

**Owner Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Architect/Designer Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Builder Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Landscape Designer Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**(Page 1 of 2)**

**Information:**

1. Are any variances from the Four Points Design Regulations being requested under this application?

- Yes
- No

If yes, please describe the variance:

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2. Items submitted (please check):

- Review Fee
- Site/Grading Plan
- Floor Plans
- Roof Plan
- Elevations & Sections
- Samples & Cut Sheets
- Rendered Elevation
- Landscape Plan
- Digital Copy of Submittal (PDF)

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**FOUR POINTS FORM C1/C2: Application for Change(s)**

**Property Information:**

Street Address: \_\_\_\_\_  
Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Phase: \_\_\_\_\_

**Owner Information:**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Architect/Designer Information:**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Builder Information:**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Landscape Designer Information:**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**(Page 1 of 2)**

**Information:**

**1. Type of Modification**

- Form C1 – Proposed Modification
- Form C2 – Modification Already Constructed

**2. Change Description and reason for change:**

**(Attach specific drawings of proposed change.)**

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**3. Items submitted (please check):**

- Review Fee
- Drawings as necessary
- Details/Samples
- Digital Copy of Submittal (PDF)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**FOUR POINTS FORM D1/D2/D3: Application for Inspections**

**Property Information:**

Street Address: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Phase: \_\_\_\_\_

**Owner Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Architect/Designer Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Builder Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Landscape Designer Information:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**(Page 1 of 2)**

**Information:**

1. Type of inspection requested by this application (check one):

- Form D1 – Framing ( \$150 Fee )
- Form D2 – Siding ( \$150 Fee )
- Form D3 – Landscaping ( \$150 Fee )

**Certification:**

I do hereby certify that the contracted structure on said lot conforms to the codes and the construction documents as approved by the FPDC. All site work, landscaping, cleaning, removal of temporary utilities, and repair of damage to rights-of-way and/or common areas have been implemented.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**For FPDC use only:**

**Date of Inspection:** \_\_\_\_\_

- Approved as noted in letter
- Denied as noted in letter

FPDC Signature: \_\_\_\_\_

**If denied, subsequent inspection date:** \_\_\_\_\_

- Approved as noted in letter
- Denied as noted in letter

FPDC Signature: \_\_\_\_\_

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 10  
day of April, 2015.

DECLARANT:

[Signature]  
Four Points MT, LLC

Title: Member

STATE OF California )  
COUNTY OF Santa Barbara )

:ss

On this 10 day of April, 2015, before me, a Notary Public of the State of California, personally appeared Luke Tracey known to me to be the person described in and who executed the foregoing instrument as Declarant of Four Points MT, LLC whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf on Four Points MT, LLC.

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

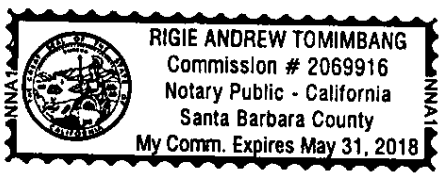
[Signature]

Printed Name: Rigie Andrew Tomimbang

Notary Public for the State of: California

Residing at: 27 W. Anapamu St Santa Barbara, CA 93101

Commission Expires: 05/31/2018 (Use 4 digits)







MONTANA TITLE AND ESCROW

ORDER # M-33982

DOCUMENT ELECTRONICALLY RECORDED

Return to:  
 Charles W. Hingle  
 Holland & Hart LLP  
 P.O. Box 639  
 Billings, Montana 59103-0639

### AGREEMENT AS TO COMPOSITION OF FOUR POINTS DESIGN COMMITTEE

Reference is hereby made to that certain Declaration of Covenants and Restrictions for Four Points dated April 10, 2015, and recorded on April 13, 2015 as Document No. 2508400, in the office of the Clerk and Recorder of Gallatin County, Montana (the "**Recording Office**"), as amended and modified by that certain Amendment to Declaration of Covenants & Restriction for Four Points, dated August 7, 2017, and recorded August 10, 2017, in the Recording Office as Document No. 2589089, and by Second Amendment to Declaration of Covenants & Restriction for Four Points, dated April 16, 2018, and recorded in the Recording Office as Document No. 2611024 (as so amended, the "**Declaration**"). The Four Points Community Association (the "**Association**") was organized as a Montana non-profit corporation as provided in the Declaration, Section 3.2, and the Bylaws attached thereto.

Pursuant to Section 3.3 of the Declaration, the Declarant adopted those certain Four Points Design Regulations dated April 1, 2015 (the "**Regulations**"), and organized the Four Points Design Committee ("**FPDC**"). The Regulations were recorded in the Recording Office April 13, 2015 as Document No. 2508401. FPDC is composed of two of the principles of Four Points Owner, Stephen Moore and Thomas Parr, and, as required by the Regulations, an architect, Nate Heller (collectively, the "**Current Members**").

The real property affected by the Declaration is legally described in Exhibit A and depicted in Exhibit B to this Agreement, and referred to herein collectively as "Four Points". The owners of the lots within Four Points zoned for residential occupancy are as follows:

- (a) Lot 2 is fully developed with twenty-seven (27) individually owned single family condominium units each of whom is a member of the FPDC.
- (b) The owner of Lot 3 is:

MW WEST VILLAGE, LLC, a Delaware limited liability company ("**West Village Assignee**"), as to an undivided 22.90% interest,

MW RACKLEY WEST VILLAGE, LLC, a Delaware limited liability company ("**Rackley Assignee**"), as to an undivided 27.10% interest,

MW TWIH WEST VILLAGE, LLC, a Delaware limited liability company ("**TVIH Assignee**"), an undivided 30.00% interest, and

MW SLH WEST VILLAGE, LLC, a Delaware limited liability company ("**SLH Assignee**", together with West Village Assignee, Rackley Assignee and TVIH Assignee, referred to herein, collectively, as "**West Village Owner**"), as to an undivided 20.00% interest,

Lot 3 is fully developed and composed of seventy-two 72 apartments located in six (6) buildings on Lot 3, and as such represents more than 50% of the voting members of the Association.

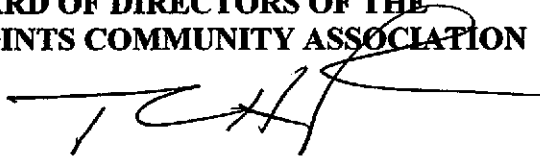
- (c) The owner of Lots 4 and 5 is Four Points Village II, LLC, a Delaware limited liability company ("**Four Points Owner**"). Lots 4 and 5 are currently undeveloped but have been granted development entitlements for residential purposes in three (3) phases, each identified in Exhibit B. The Four Points Owner is entitled to one vote for each of Lot 4 and Lot 5.

FPDC and West Village Owner agree that it is in the best interests of FPDC to promote the development of the Lots 4 and 5 in a manner and with design features and construction quality consistent with or exceeding the existing buildings in Four Points and, therefore, hereby consent to, ratify and agree that the Current Members, or their respective appointees or representatives, are and shall remain the sole members of FPDC until the earlier of (i) the designs of all three phases of the development of Lots 4 and 5 as depicted in Exhibit B hereto are approved by FPDC and governmental authorities or (ii) December 31, 2030.

The written consents of the undersigned may be and have been provided in one or more counterparts and each of the undersigned agrees that when recorded the Regulations shall have been amended as provided herein as of the date of such recordation.

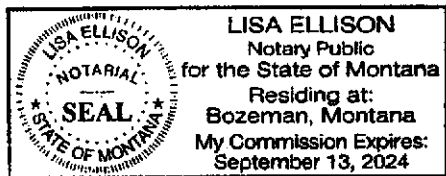
IN WITNESS THEREOF, this document has been duly executed and delivered by the parties.

**THE BOARD OF DIRECTORS OF THE  
FOUR POINTS COMMUNITY ASSOCIATION**

By:   
Name: Thomas Parr  
Its: President

Montana <sup>se</sup>  
STATE OF ~~Idaho~~ )  
: ss.  
County of ~~Ada~~ *Galatin* )

This record was acknowledged before me this 21<sup>st</sup> day of February, 2022, by Thomas Parr as President of the Board of Directors of the Four Points Community Association.



*[Signature]*  
\_\_\_\_\_

(Signature of notarial officer)  
*[Affix seal/stamp as close to signature as possible]*

MW WEST VILLAGE, LLC,  
a Delaware limited liability company,

By: \_\_\_\_\_  
Name: Casey H. Lynch  
Its: Manager

STATE OF Idaho )  
: ss.  
County of Ada )

This record was acknowledged before me this \_\_\_\_\_ day of February, 2022, by Casey H. Lynch as Manager of MW West Village, LLC.

\_\_\_\_\_ (Signature of notarial officer)  
*[Affix seal/stamp as close to signature as possible]*

MW RACKLEY WEST VILLAGE, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Casey H. Lynch  
Its: Manager

EXECUTION DRAFT

**MW WEST VILLAGE, LLC,  
a Delaware limited liability company**

By: Roundhouse Advisors, LLC,  
a Delaware limited liability company,  
its Manager

By: Katherine Vila  
Katherine Vila, Authorized Signatory

STATE OF Idaho            )  
  : ss.  
County of Ada             )

This record was acknowledged before me this 28 day of February, 2022, by Katherine Vila as Authorized Signatory of MW West Village, LLC.

[Signature]  
(Signature of notarial officer)  
[Affix seal/stamp as close to signature as possible]



**MW RACKLEY WEST VILLAGE, LLC**  
**a Delaware limited liability company**

By: Roundhouse Advisors, LLC,  
a Delaware limited liability company,  
its Manager

By: Katherine Vila  
Katherine Vila, Authorized Signatory

STATE OF Idaho            )  
  : ss.  
County of Ada             )

This record was acknowledged before me this 28 day of February, 2022, by Katherine Vila, Authorized Signatory of MW Rackley West Village, LLC.



[Handwritten Signature]  
(Signature of notarial officer)  
*[Affix seal/stamp as close to signature as possible]*

**MW TVIH WEST VILLAGE, LLC,  
a Delaware limited liability company**

By: Roundhouse Advisors, LLC,  
a Delaware limited liability company,  
its Manager

By: Katherine Vila  
Katherine Vila, Authorized Signatory

STATE OF Idaho )  
  : ss.  
County of Ada )

This record was acknowledged before me this 28 day of February, 2022, by Katherine Vila, Authorized Signatory as Manager of MW TVIH West Village, LLC.



[Handwritten Signature]  
(Signature of notarial officer)  
*[Affix seal/stamp as close to signature as possible]*

EXECUTION DRAFT

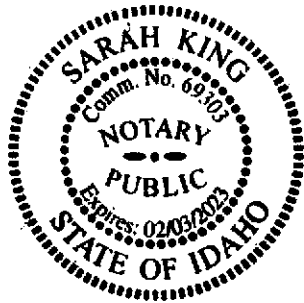
**MW SLH WEST VILLAGE, LLC,  
a Delaware limited liability company**

By: Roundhouse Advisors, LLC,  
a Delaware limited liability company,  
its Manager

By: Katherine Vila  
Katherine Vila, Authorized Signatory

STATE OF Idaho            )  
  : ss.  
County of Ada             )

This record was acknowledged before me this 28 day of February, 2022, by Katherine Vila, Authorized Signatory of MW SLH West Village, LLC.



[Handwritten Signature]  
(Signature of notarial officer)  
*[Affix seal/stamp as close to signature as possible]*

EXECUTION DRAFT

**EXHIBIT A**  
Legal Description

LOT 3 OF THE FINAL PLAT OF FOUR POINTS MINOR SUBDIVISION NO. 475, A MINOR SUBDIVISION OF TRACT 2A1 OF CERTIFICATE OF SURVEY NO. 2202C, LOCATED IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 5 EAST, P.M.M., CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA, ACCORDING TO THE OFFICIAL SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA.



EXECUTION DRAFT

**EXHIBIT B**

LOTS 4 AND 5 OF THE FINAL PLAT OF FOUR POINTS MINOR SUBDIVISION NO. 475, A MINOR SUBDIVISION OF TRACT 2A1 OF CERTIFICATE OF SURVEY NO. 2202C, LOCATED IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 5 EAST, P.M.M., CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA, ACCORDING TO THE OFFICIAL SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA.

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