

### THE LEGENDS AT BRIDGER CREEK SUBDIVISION DECLARATION OF COVENANTS AND RESTRICTIONS

### Section 1. Definitions.

- **1.1 Subdivision:** The Subdivision at Bridger Creek Subdivision is referred to as the "Subdivision", "Subdivision", "Legends Subdivision" or "Subdivision at Bridger Creek".
- 1.2 Homeowner's Association: The Subdivision at Bridger Creek Homeowner's Association, Inc.
- **1.3 Guidelines:** The Design Guidelines of The Legends at Bridger Creek Subdivision, as amended from time to time.
- 1.4 Bylaws: The Bylaws of The Legends at Bridger Creek Homeowner's Association, Inc.
- 1.5 Declaration: This document and amendments thereto from time to time.
- **1.6 Property Disclosure:** The Property Disclosure for the Legends at Bridger Creek Subdivision, as amended from time to time.
- **1.7 Lot:** Any separate, designated parcel within the Legends designated and set apart for the purpose of ownership.
- **1.8 Residence:** An Owner's place of habitation or dwelling which is a structure constructed upon a Lot within the Subdivision, which structure shall meet the requirements set forth in the Guidelines, Declaration, Bylaws, and Property Disclosure.
- **1.9 Owner:** The person owning a Lot or Residence in fee simple absolute, individually or as co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana.
- **1.10 Common Area:** The portion of the Subdivision over which the Homeowner's Association and Declarant retain control, and the portion of the Subdivision in common ownership among the members of the Homeowner's Association.
- 1.11 Declarant: Initially means Aspen Partners I, LLC.
- **1.12 Contractor:** Any person, general contractor, subcontractor, firm, association, partnership, corporation, limited liability partnership, or limited liability company engaged in construction services or performing any type of labor in or around the Residence or Lot.

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### Section 2. Preface.

- **2.1 Description.** The Subdivision at Bridger Creek is a residential development set within three existing neighborhoods at the mouth of Bridger Canyon. The primary goal of the Declarant, the current owner of the property, is to create a development which blends into the surrounding neighborhoods and attempts to satisfy the goals of the City of Bozeman. The Subdivision at Bridger Creek strives to achieve this objective through the implementation of the Declaration, the Guidelines, the Design Board, and the Bylaws, which operate and should be read and construed in conjunction with this Declaration.
- **2.2 Zoning Regulations.** This Declaration is in addition to those requirements set forth in the City of Bozeman Zoning Regulations ("Zoning Regulations"). In the event there is a conflict between the Zoning Regulations and the Declaration or the Guidelines, the Zoning Regulations shall control.
- **2.3 Reviewer/Design Review Board.** All references to the Reviewer and/or Design Review Board herein shall mean the Reviewer and/or Design Review Board, whichever is currently serving as the reviewing authority per the terms of the Bylaws and Guidelines. All other provisions relating to the responsibilities and operations of the Reviewer and the creation, operations, and responsibilities of the Design Review Board shall be as set forth in the Bylaws and Guidelines. If the Bylaws and the Guidelines contain a conflict in relation to the Reviewer/Design Review Board, in any manner, then the Guidelines will control. The initial Reviewer shall be a professional chosen by Declarant, and named in the Guidelines.

<b>2.4 Ownership and Location.</b> The Declarant is the present owner of all of the property included
within the boundaries of the Subdivision, a planned subdivision located in Gallatin County
designated on the official plat on file and of record with the Clerk and Recorder of Gallatin
County at Book of Plats, page

- **2.5 Adoption of Declaration.** The Declarant hereby adopts this Declaration as such is further defined and set forth herein.
- 2.6 Purpose. It is the purpose of this Declaration to ensure that the Subdivision attempts to blend into its surroundings, complement and enhance the natural environment and preserve and protect the interests and investment of the individual Owners. This Declaration, and the covenants and restrictions contained herein, shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved. This Declaration is for the benefit of the entire Subdivision and every part of it and for the benefit of each Owner. The Declaration shall constitute benefits and burdens to the Declarant and to all persons or entities hereafter acquiring any interest in the subdivision. The Declaration provides general restrictions as to the use of the Lots, while the Guidelines provide appropriate details in order to ensure compliance with this Declaration. The Guidelines must be carefully consulted and followed to ensure the requirements of this Declaration are met. All the area of the Subdivision shall be controlled by this Declaration.

PAGE 2 OF 10 -

### Section 3. Homeowner's Association.

- **3.1 Dues.** The Homeowner's Association dues are currently estimated to be thirty-five dollars and no/100 (\$35.00) a month. However, dues may increase based on budget expenses being incurred. At closing of the sale of any lot, two months of Association Dues will be collected up front; one-half of which is associated with the first months dues, and one-half of which will be deposited into a reserve fund. The dues will be used in a manner that promotes the general welfare and safety of the Homeowner's Association members and will include, but may not be limited to, the following:
  - Snowplowing and maintenance of internal trails and common area walkways.
  - Maintenance of common landscaping, park land amenities and signage;
  - Water and electric utility bills;
  - Insurance coverage for the Board of Directors and Association owned property.
- **3.2 Formation.** The Homeowner's Association will be formed when fifty percent (50%) of the Lots are sold. Until that time, the Declarant will be responsible for maintenance and collection of monthly dues. An Owner shall send payment for Homeowner's Association dues at the beginning of each month, including the time period prior to the month the Owner moves in, to:

Brownstone Capital, Inc. P.O. Box 9079 Missoula, Montana 59807

Section 4. Combination of Lots. Two contiguous Lots may be combined to constitute one Lot, and that Lot will be treated as one Lot. Three contiguous Lots may be combined to constitute two Lots, and those sites will be treated as two Lots. Any combining of Lots shall be completed in accordance with Montana law and shall be required to meet any requirements, processes, and /or regulations set forth by the County of Gallatin and /or the City of Bozeman. A combined Lot shall be treated as a single Lot for purposes of determining assessments. No Lot may be further subdivided. If one or more Lots has been combined, the Owner of the combined Lot shall be entitled to the vote or votes, as set provided for in the Bylaws. If the vote is in relation to Amendment of this Declaration, then the provisions relating to Amendment set forth in this Declaration shall control.

### Section 5. Covenants and Restrictions.

### 5.1 Residential Use.

**5.1.1 Single Family Per Unit.** One single family dwelling is allowed per Lot. Owners should carefully review the Zoning Regulations to ensure compliance with all such zoning regulations. All Lots will be used solely for private single family residential uses. Only single family homes with attached or non attached garages will be permitted. Where possible, each single family residence shall be a minimum of 2,000 square feet of finished or conditioned space, excluding garages and other storage spaces. It should be noted that some Lots, particularly R-3 Lots, in the Legends Subdivision are not large enough to accommodate a 2,000 square foot Residence, and on those

Lots, residences can be smaller than 2,000 square feet in size. The Reviewer can advise each Owner and/or potential Owner whether or not a Lot will be required to meet the 2,000 square foot requirement, as set forth in this Section.

- **5.1.2 Construction, Lot Site Preparation Maintenance, and Landscaping.** Any and all construction, alterations or improvements shall be subject to advance approval by the Reviewer. Each Owner shall also submit a landscape plan with any plans for construction. Construction and landscaping shall be performed diligently and in accordance with the guidance set forth by the Reviewer or Design Review Board, and in accordance with the Declaration, Guidelines, and Property Disclosure. Owner shall reference the Bylaws and Guidelines, and inquire with the Homeowner's Association, as to whom to submit such plans-e.g. name of Reviewer or location of Design Review Board, whichever is applicable.
- **5.1.3 Commercial Use Prohibition.** No Lot shall ever be occupied or used for any commercial or business purpose except for an office or studio fully contained within the single family residence as defined hereinafter. Nothing contained herein limits the Owner's ability to lease the dwelling for residential use.
- 5.1.4 Occupation Conducted Within Residence. Residence occupations incidental and secondary to residential use as defined in this Declaration are allowed. A Residence occupation is an occupational use of a Residence customarily conducted entirely within the Residence by the inhabitants thereof. Such use must be clearly incidental and secondary to the use of the Residence as living quarters, and in connection with such use, there must be no on-premise sales of products; no on-site employment of persons; no generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the Residence; no employees who do not reside in the Residence; no use of commercial vehicles for deliveries to or from the Residence; no signs or structures advertising the occupation; no excessive or unsightly storage of materials or supplies or working on autos, boats, or trailers other than normal maintenance of such vehicles or recreational equipment; and it shall not be used for meeting the general public customers, or clients.
- **5.1.4.1 Examples.** For guidance, the following uses are examples of Residence occupations: the making of clothing (excluding mass manufacturing of clothing); the giving of music lessons; service or product providers who maintain a telephone and office within the Residence but the services and products are provided and sold off the premises; the pursuit of artistic endeavors such as making of pottery, ceramics, paintings or bronzes, and the like, provided that the products are marketed and sold outside the Residence, and no foundries are located in the Residence.
- **5.2 Trailers and Mobile Homes.** Trailer homes and modular homes are prohibited on any Lot. Recreational vehicles, motor or mobile homes, vehicle trailers or other trailers, and boats must be kept in a garage or otherwise screened from view. The Homeowner's Association may determine if an Owner is in violation of this section.
- **5.3 Mining Prohibited.** No prospecting, mining, quarrying, tunneling, excavating, or drilling for any substance on or within the earth, including oil, gas, hydrocarbons, minerals, gravels, sand, rock, or earth shall be permitted.

PAGE 4 OF 10 —

- 5.4 Outbuildings and Temporary Structures. No outbuildings shall be erected or maintained on any Lot before the start of construction of a Residence and no trailer, mobile home, basement, shack, garage or other outbuildings shall be erected upon any part of the Lot for use as a temporary or permanent residence. Temporary structures shall be removed within thirty (30) days after completion of construction.
- **5.5 Exterior Improvements and Equipment.** Application to the Reviewer for approval of pools, spas, hot tubs, or fire pits shall contain adequate details to establish sufficient abatement of equipment noise. If deep excavations are required for these improvements a site evaluation by a geologist or soils engineer may be required by the Reviewer.
- **5.6 Facades Facing Story Mill Road.** In order to protect the intended aesthetic value of the Subdivision, the Guidelines will require additional architectural elements to be included on the facades of all R-3 Lots that face Story Mill Road. (See attached exhibit for acceptable style.)
- 5.7 Rear Yard Fences-Lots One Through Eight. As set forth in the Guidelines, Rear yard fencing on Lots one (1) through eight (8) on Block two (2), adjacent to Story Mill Road, shall not exceed a maximum height of three (3) feet, six (6) inches tall and shall be of open style only. This section shall not be construed to impose an obligation upon an Owner to install rear yard fencing. All fencing must be approved and installed consistent with the requirements set forth in the Guidelines.
- **5.8 Orientation and Placement of Lots.** Corner Lots are to be oriented in such a manner as set forth in Exhibit A attached hereto. Similarly, Lots are to be setback from pathway corridors consistent with Exhibit A. Any Lot, upon which lies a townhouse, must meet the requirements set forth in Exhibit A for purposes of ingress and egress access to the townhouse.
- **5.9 Certificate of Compliance.** Before any Owner may occupy or otherwise use a Residence or other structure in the Subdivision, the Owner must obtain a certificate of compliance from the Reviewer in the form set forth in the Guidelines. Such certificate shall acknowledge compliance with the Guidelines in the design and construction of the Residence or other structure built within the Subdivision.
- 5.10 Domestic Pets. No domestic animals or fowl shall be maintained on any Lot except as provided herein. Not more than three generally recognized house or yard pets are permitted, provided that such animals shall at all times be restrained or leashed. The Homeowner's Association shall make the final determination in any dispute as to whether a pet is "generally recognized." Excessive barking or other animal noises shall not be tolerated. If any animals are caught or identified chasing or otherwise harassing wildlife or people, or barking excessively, the Homeowner's Association shall have the authority to have such animal(s) impounded at any available location, and may assess a penalty against the owner of such animal(s) of not more than fifty dollars (\$50.00) plus all costs of impoundment. If any such animal(s) are caught or identified chasing or harassing wildlife or people, or barking excessively on any additional occasion, the Homeowner's Association shall have the authority to have such animal(s) impounded and may assess a penalty of not more than one hundred dollars (\$100.00) per animal, plus costs of impoundment. No owner of any animals(s) impounded for chasing or harassing wildlife or



people, or for barking excessively, shall have a right of action against the Homeowner's Association or any member thereof, for the impoundment of any such animal(s).

- **5.11 Maintenance of Lots.** Owners shall maintain Lots and improvements in good repair and appearance at all times. All landscaping improvements and property shall be kept and maintained in good, clean, safe, sound, attractive, thriving and sightly condition and in good repair at all times.
- 5.12 Vegetation and Weeds. The control of noxious weeds by the Homeowner's Association on those areas for which the Homeowner's 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 Weal Control District. "Noxious Weeds" shall mean those weeds, which have been declared noxious by the State of Montana and/or Gallatin County. Re-vegetation by the Owners is required, and any plan of re-vegetation must be approved by the Reviewer. Owners shall be responsible for the control of noxious weeds on his or her respective lot. Both unim proved and unproved lots shall be managed for noxious weeds. In the event an Owner does not control noxious weeds, on his or her lot, within ten (10) days after receiving notice of such from the Homeowner's Association, the Homeowner's 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 Homeowner's Association is responsible for control of any noxious weeds on the Subdivision's parks, open spaces, community areas, trails, roadways, and specifically, the right of way along Story Mill Road. If the Homeowner's Association is not yet formed, then for purposes of this Section, maintenance, including any cost and expense, of any such noxious weeds in the subdivisions, parks, open spaces, community areas, trails, roadways, and specifically, the right of way along Story Mill Road shall be the responsibility of all of the Owners, as a whole.
- **5.13 Noxious, Offensive, or Hazardous Activities.** No noxious, offensive, or hazardous activities shall be permitted upon any portion of the Lot nor shall anything be done on or placed upon any portion of the Lot which is or may become a nuisance to others. No light shall be produced upon any Lot or other portion of the Lot which shall be unreasonably bright or cause unreasonable glare. No sound shall be produced on any Lot or other portion of a Lot which is unreasonably loud or annoying, including but not limited to speakers, horns, whistles and bells or excessive barking or other animal noises.
- **5.14 Off-Road Motorized Vehicles.** No off-road motorized travel shall be permitted. Use of snowmobiles within the Subdivision is also prohibited. Use of motorized vehicles is subject to ordinances and regulations of the City of Bozeman.
- **5.15 Hunting and Firearms.** Neither hunting nor the discharge of firearms shall be allowed in the Subdivision.
- **5.16 Signs.** No signs, billboards, posters, displays, advertisements or similar structures shall be permitted except as approved in advance in writing by the Reviewer.

### Section 6. Common Areas, Easements, Utilities, and Right of Access.

- 6.1 Common Area. The design of the Subdivision incorporates Common Areas, including the water delivery system as shown on the final plat of the Subdivision. Owners shall have the right to use and enjoy the Common Areas and facilities. No improvements shall be constructed on such Common Areas. No gates or obstructions shall be placed upon or shall impede access to any Common Area. The Homeowner's Association shall maintain liability insurance and pay any applicable tax assessments on the Common Areas.
- 6.2 Maintenance of Common Areas. The Homeowner's Association shall maintain the Common Areas, storm water management system, and easements. The Homeowner's Association may take such steps as are necessary to ensure that all shrubs, trees, and other vegetation in the common areas do not block, interfere, or hinder the view from any residence. Such steps may include limiting the type of shrubs, trees, and other vegetation planted in the Common Areas, specifying the location of items to be planted, and/or removing shrubs, trees, and other vegetation in the event such items grow to a level that they block, interfere, or hinder the view from any Residence. Maintenance, repairs, and replacements of Commons Area grounds and improvements, including the storm water management system, shall be the expense of the Homeowner's Association; provided, however, if such damage is caused by a negligent or tortuous act of any Owner, members of such Owner's family, a guest or employee of Owner, then such Owner shall be responsible and liable for all such damage.
- 6.3 Ingress and Egress Easement. An easement for general ingress and egress to each Lot and to all Common Areas for the general use of all Owners and their guests shall exist over all Common Areas, roads, and trails within the Subdivision.
- 6.4 Pathways and Residential Sidewalks. As set forth in the Guidelines, all Owners shall construct residential sidewalks conforming to City of Bozeman standards on all public street frontages of the Owner's lot prior to the occupancy of any Residence. However, notwithstanding occupancy, such sidewalk shall be constructed no later than three (3) years after the Subdivision plat is recorded. The Declarant shall perform reasonable maintenance on all pathways within the Subdivision until fifty percent (50%) of the Lots are sold. Thereafter, the Homeowner's Association shall be wholly responsible for all pathway maintenance.
- 6.5 Infrastructure Improvements. Declarant acknowledges that all infrastructure improvements including water and sewer main extensions, public streets, curb/gutter, sidewalks fronting parks, open space, rear yard frontages or other non-lot frontages, and related storm drainage infrastructure improvements shall be financially guaranteed or constructed prior to final plat approval.
- 6.6 Utility Easement. A general utility easement for such utilities as electricity, gas, sewer, com munications, telephone, water, television, cable communications and other utility equipment is provided for within the Subdivision. All Owners shall have the right to enter upon and excavate in such easements but only upon the written approval of the Reviewer. Easements for ingress and egress and for utilities shall not be moved, deleted or restricted without the written approval of all affected Owners. Utility companies and Owners must restore disturbed land as close as possible to the natural condition of the land before work commenced.
- **6.7 Installation and Maintenance of Utilities.** The source for the installation of electric power,

PAGE 7 OF 10 -

telephone, and water line service shall exist at the junction of the main access road and Lot drive ways. Owners shall bear all responsibility and costs from such junction to Residences. All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed. Each Owner shall be responsible for utility installation and maintenance in accordance with state and local regulations.

- **6.8 Right of Access.** A right of access shall be reserved and be immediate for making of emergency repairs in improvements and/or within the boundaries of each Lot. These repairs may be needed to prevent property damage, personal injury, continued property damage, or for any other emergency purpose.
- **6.9 Dedication to Public Use.** Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Subdivision or the Common Areas to or for any public use other than those areas indicated on the preliminary plat application.

### Section 7. Enforcement.

- 7.1 Parties That Can Enforce. The provisions of this Declaration may be enforced by the Homeowner's Association, Reviewer, or the Declarant.
- 7.2 Action upon Violation. In the event of violation or threatened violation of any provision of this Declaration, or the Guidelines or any other rules or regulation adopted by the Homeowner's Association, legal proceedings may be brought in a court of law or equity for injunctive relief and damages. In addition, the Homeowner's Association, Reviewer, or the Declarant may enforce this Declaration by serving notice in writing on the person or entity violating this Declaration which notice shall specify the offense, identify the location and demand compliance with the terms and conditions of this Declaration. Such notice shall be personally served. Enforcement of this Declaration shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate this Declaration. Such legal proceedings may be either to enjoin or restrain violation of the Declaration or to recover damages or both. In the event of action to enforce this Declaration, the prevailing party shall be entitled to costs and a reasonable attorney's fee.
- 7.3 Liability and Wavier. The Reviewer, Homeowner's Association, and the Declarant shall not be liable to any person or entity for any entry, self help or abatement of a violation or threatened violation of this Declaration. All Owners, invitees and guests shall be deemed to have waived any and all rights or claims for damages for any loss or injury resulting from such action except for intentionally wrongful acts.
- 7.4 Failure to Enforce Not Constitute Waiver. The failure by the Declarant or its assigns, the Homeowner's Association, the Reviewer or any Owner to enforce any covenants or restrictions contained herein shall not be deemed a waiver or in any way prejudice the right to enforce this Declaration at any time against any person breaking any covenant or restriction breached thereafter or to collect damages for any subsequent breach of this Declaration.
- **Section 8.** Covenant Applicability. All of the real property and Lots, referenced above and described as the Legends Subdivision, shall be subject to the restrictions and covenants set forth herein whether or not there is a reference to the same in a deed or conveyance. A breach of any of the foregoing covenants or

restrictions 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, this Declaration shall be binding upon and inure to the benefit of any subsequent Owner who acquires by foreclosure, trustee sale or otherwise, title to property within the Subdivision.

### Section 9. Property Subject to this Declaration Additions Thereto

- **9.1 Existing Property.** The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Bozeman, Gallatin County, Montana, and is more particularly described in Exhibit "A" attached hereto and by reference made a part of this Declaration.
- **9.2 Additions to Existing Property.** Additional properties may become subject to this Declaration in the following manner:
- (a) Additions by the Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of development which are contiguous to the lands described in said Exhibit "A." For this purpose, the term "contiguous" shall mean adjacent to or adjoining. The additions authorized shall be made by the execution and formal filing by the Declarant of one or more supplementary Declarations of Covenants and Restrictions with respect to the additional property and by the Declarant filing with the Association a general plan of development for the proposed additions. Unless otherwise stated therein, such general plan shall bind the Declarant to make the proposed additions. No consent or approval of such supplementary declaration must be obtained from any owner or any party who may have acquired a security interest in any of the lots, unless a contract or agreement exists requiring such consent or approval. No addition to the properties shall diminish an owner's interest in his lot or living unit, or such owner's voting rights in the Association.
- (b) Mergers. Upon a merger or consolidation of another association with the Association, the properties, rights and obligations of both associations shall be transferred to a surviving or consolidated association corporation or, in the alternative, the properties right and obligations of another association may be added to the properties, rights and obligations of the Association, which shall serve as the surviving association corporation, pursuant to a merger. The surviving or consolidated association corporation may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. In the event that the implementation, administration, and enforcement of the covenants and restrictions as "one scheme" causes inconsistencies, conflicting provisions, questions relating to voting rights or any other issues, then the Declarant (or the Association, if it has taken control of the Subdivision) shall have the exclusive right to adopt written procedures for resolving and addressing any such issues. The Declarant's (or the Association's) written statement(s), in this regard, shall be controlling in this respect, unless later revoked or amended by the Declarant (or the Association). No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within the existing property, except as hereinafter provided.

**Section 10.** Perpetuity. This Declaration shall continue in full force and effect and shall run with land as legal and equitable servitude in perpetuity unless amended as set forth herein.



Section 11. Amendments. This Declaration shall remain in effect until amended or terminated. This Declaration, and any portion thereof, may be amended, terminated or supplemented at any time by the execution of a written document containing the terms of the amendment, supplement or termination of any of the covenants, (duly acknowledged by a Notary Public, and recorded with the office of the Gallatin County Clerk and Recorder), in the following manner: (1) if the subdivision has not been released to the Homeowner's Association, then the Declarant may amend this Declaration unilaterally at any time; (2) if the Subdivision has been released to the Homeowner's Association, then amendment, termination, or supplementation of this Declaration shall only occur through a written document executed: by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision based on one vote per Lot. If one or more Lots has been combined, the Owner thereof shall be entitled to one vote and/or one signature for each original Lot which created the combined Lot. If there is more than one Owner for an individual Lot, each Owner must execute the amendment, supplement or termination document to count for one vote towards the seventy-five percent (75%) total.

**Section 12. Severability.** Captions and paragraph headings are designated herein as a matter of convenience. A determination of invalidity of any portion of this Declaration shall not in any manner affect the other portions or provisions, all of which shall remain in full force and effect.

Section 13. Homeowner's' Association. The Homeowner's' Association shall be constituted, shall conduct its business, and shall have the authority and responsibility as provided herein and in its Bylaws. In the event of a conflict between the Bylaws and this Declaration, the Bylaws shall prevail.

### **DECLARANT:**

Aspen Partners I, LLC

STATE OF MONTANA

8th day of November, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. McLeod, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

WITNESS my hand and official seal.

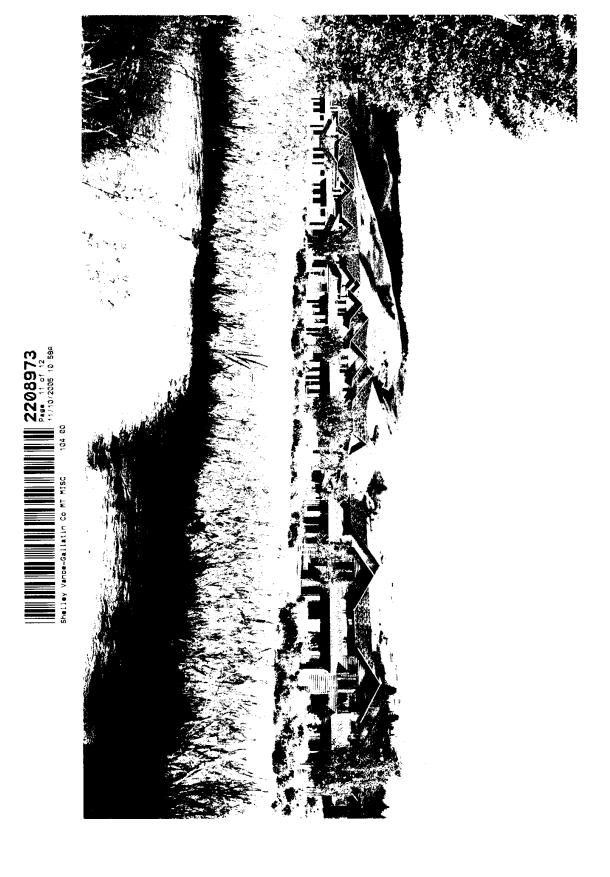
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PAGE 10 OF 10-







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### AFTER RECORDING RETURN TO:

Thad A. Huse Datsopoulos, MacDonald & Lind, P.C. Central Square Building 201 West Main Street, Ste 201 Missoula, MT 59802 (406) 728-0810



### FIRST AMENDMENT TO THE LEGENDS AT BRIDGER CREEK SUBDIVISION DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, acting on behalf of Aspen Partners I, LLC, the Declarant, comes now pursuant to The Legends at Bridger Creek Subdivision Declaration of Covenants and Restrictions ("Declaration"), and hereby amends said Declaration, which was recorded on November 10, 2005 as Document Number 2208973.

By the filing of this Amendment, the Declaration shall be amended as follows:

Amendment I. Section 2.4 of the Declaration shall be removed in its entirety, and replaced with the following:

- 2.4 Ownership and Location. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is a planned subdivision located in Gallatin County designated on the official plat on file and of record with the Clerk and Recorder of Gallatin County, which was recorded on November 11, 2005 as Document Number 2208970. The real property which is subject to the terms of this Declaration may be amended and/or appended in accordance with the following:
  - a. Additions by the Declarant. The Declarant, its successors and assigns, shall have the unilaterally right to bring within the scheme of this Declaration additional properties in future stages of development which are contiguous to the property described in said Section 2.4. For this purpose, the term "contiguous" shall mean adjacent to or adjoining. Such additions shall be made by the execution and formal filing by the Declarant of one or more supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall include a description of the additional properties and an attached plan

setting forth the development of the additional properties. Further, such supplementary Declaration of Covenants and Restrictions shall set forth that the additional property shall be brought with the scheme of this Declaration and be administered under the provisions of this Declaration, as if such additional property and the original property are a single and unified for this purpose. No consent or approval of such supplementary Declaration must be obtained from any owner or any party who may have acquired a security interest in any of the lots, unless a contract or agreement exists requiring such consent or approval. The addition of such properties shall cause the incorporation of the lots in the additional properties to be brought within the scheme of this Declaration, and such lots shall have the same rights and authority as any Owners have under the terms of this Declaration. Such addition of properties shall not diminish an owner's interest in his lot or living unit, or such owner's voting rights in the Association.

b. Merger of Properties. Upon the addition of properties pursuant to a supplementary Declaration (in accordance with Subsection a., above), the supplementary Declaration shall cause the merger of the properties for purposes of control by a single Association. This Association shall administer the covenants and restrictions established by this Declaration as one scheme in relation to the merged properties. In the event that the implementation, administration, and enforcement of the covenants and restrictions as "one scheme" causes inconsistencies, conflicting provisions, questions relating to voting rights or any other issues, then the Declarant shall have the exclusive right to adopt written procedures for resolving and addressing any such issues. The Declarant's written statement(s), in this regard, shall be controlling in this respect, unless later revoked or amended by the Declarant.

**Amendment II.** Section 3.2 of the Declaration shall be removed in its entirety, and replaced with the following:

3.2 Formation and Release of Property to Association. The Homeowner's Association will be formed when fifty percent (50%) of the Lots are sold. The Lots of any additional properties incorporated under the scheme of this Declaration, pursuant to Section 2.4 of the Declaration, shall be included for purposes of calculating whether fifty percent (50%) of the Lots have been sold. Until fifty percent (50%) of the Lots are sold, the Declarant will be responsible for maintenance and collection of monthly dues. An Owner shall send payment for Homeowner's Association dues at the beginning of each month, including the time period prior to the month the Owner moves in, to:

Brownstone Capital, Inc. P.O. Box 9079 Missoula, Montana 59807 The remaining provisions, not referenced herein, of The Legends at Bridger Creek Subdivision Declaration of Covenants and Restrictions, recorded on November 10, 2005, including any Exhibits and/or any previous Amendments, shall not be effected by the above-stated amendments, and thus, any said remaining provisions, not amended herein, of the Declaration, any Exhibits and any previous Amendments thereto shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, acting on behalf of Aspen Partners I, LLC, the Declarant of the Legends at Bridger Creek Subdivision Declaration of Covenants and Restrictions, has hereunto certified this Amendment this <u>11</u> day of \_\_\_\_\_\_\_\_, 2006.

**DECLARANT:** 

ASPEN PARTNERS I, LLC

James P. McLeod, Managing Member

State of Montana

State of Montana

County of Missoula

On this //// day of Montana, personally appeared be whose name is subscribed to the same.

On this //ak day of July, 2006, before me, a Notary Public for the State of Montana, personally appeared before me, James P. McLeod, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Print Name: Kara M Haynes
Notary Public for the State of Morriana
Residing at: Missoula County
My commission expires: 08/15/2009

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# LEGENDS # BRIDGER CREEK

THE LEGENDS AT BRIDGER CREEK SUBDIVISION DESIGN GUIDELINES

# TABLE OF CONTENTS

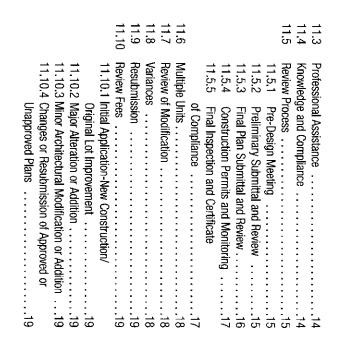
OVERVIEW	:	4	SECTION 7	Site F	Planning
				7.1	Grading7
SECTION 1	Defin	Definitions		7.2	
	<u>-</u>	Subdivision5		7.3	Driveways
	1.2	Home Owners Association5		7.4	Parking
	1.3	Property Disclosure5		7,5	Pathways and Residential Sidewalks
	1.4	Guidelines		7.6	Garages8
	1.5	Bylaws		7.7	Foundations
	1.6	Declaration5		7.8	Alley Design Guidelines8
	1,7	Lot		7.9	Alleys-Approved Small Trees
	1.8	Residence5		7.10	Chimney9
	1.9	Owner5			Exterior Equipment
	1.10	Declarant			7.11.1 Satellite Antenna
	1.11	Common Area			7.11.2 Fences
	1.12	Contractor			7.11.3 Pet houses, Runs, and Enclosures11
SECTION 2	Preface	J			7.11.4 Recreation, Sports, and Play Equipment
	2.1	Purpose and Intent		7,12	Landscaping
		General Design			7.12.1 Requirements and Restrictions12
	2.3	Amendment and Applicability6			7.12.2 Tree Regulations and Requirements
		Administration and Enforcement of Guidelines 6			7.12.3 Noxious Weeds and Re-vegetation
		Building Permits and Compliance Board6			7.12.4 Completion of Landscaping
		Owner Responsibility			Temporary Structures
	2.7	Reviewer/Design Review Board		7.14	Debris and Trash Removal13
		2.7.1 Successor Reviewer/Design Review Board- Restatement of Bylaws		7.15 7.16	Construction Activity and Dust
	•			:	
SECTION 3	Applic May	Applicability	SECTION 8	+ DtoH	Hoto Harmiess Agreement14
SECTION 4	Confli	Conflicts and Controlling Authority	SECTION 9	Secur	Security
	4.1 2.1	Ordinances, Codes, and Regulations	SECTION 10	Huntir	
SECTION 5	0wne	Owner Responsibility7	SECTION 11	Design	Design Review Process
SECTION 6	Revie	Review of Construction Plans		11.2	Review Criteria











# SECTION 12 Submittal Forms

Initial Submission Form
Schematic Design Review Form
Construction Document Review Form

Pre Construction Conference and Construction Observation Form Final Approval Form



2208974 Pase: 3 of 26 11/10/2005 10:588

# THE LEGENDS AT BRIDGER CREEK SUBDIVISION DESIGN GUIDELINES

the value of each Owner's investment in this unique community. of community where neighborhoods foster lasting friendships, and preserve architecture that reflects and enhances the image of the area, creates a sense developed to promote consistency with the style of landscape design and and unified design throughout the community. These Guidelines were Bridger Creek corridor setting and creating and maintaining an appropriate ble with the design objectives and overall vision of the development of the Guidelines, set forth below, is to ensure that all Improvements are compati-The purpose of the Legends at Bridger Creek Subdivision Design Legends Subdivision. The objectives include preserving and enhancing the

alteration to any Lot or residence within the Legends Subdivision. and procedures are to be used by all persons involved in the construction, a community center is proposed for future development. These Guidelines renovation, addition, landscaping and/or implementation of any other The Legends Subdivision will consist of a mixture of single and multi-family home sites interspersed with open space, walking trails and parkland, and

relating to the Legends Subdivision. professional for purposes of reviewing and understanding all documents time to time. It is suggested that any potential purchaser of a Lot in the control in relation to the aforementioned documents, and thus, the and/or the Legends at Bridger Creek Subdivision Property Disclosure. Legends Subdivision, and all Lot Owners secure assistance from a legal Please note that the Aspen Partners I, LLC, as the Declarant has specific herein and in accordance with any procedures set forth in the Legends at Declarant may have the unilateral ability to amend these documents from Legends at Bridger Creek Homeowner's Association formation documents, Bridger Creek Subdivision Declaration of Covenants and Restrictions, the The Guidelines will be administered and enforced by the terms set forth

Summary of Design Review Process. These Guidelines establish a design herein, as well any established by the Declaration of Covenants and review process for purposes of implementing the requirements set forth Restrictions, the Homeowner's Association formation documents, and the

> plan development, and to avoid construction delays or revisions during the chronological review process intended to decrease inefficient use of time in relation to improvements of Lots in the Subdivision. Further, it outlines a Property Disclosure. The design review process provides parameters in

THE PROPERTY OWNER OF THE RESPONSIBILITY TO OBTAIN REVIEWER'S APPROVAL, AS REQUIRED HEREIN. ACCORDING-BODY-WHETHER FEDERAL, STATE, OR LOCAL-TO LEGALLY COMPLETE SUCH IMPROVEMENT. PLEASE NOTE THAT GAINING APPROVAL(S) FROM THE APPROPRIATE GOVERN-MENTAL BODIES' APPROVAL(S). FOR HEREIN, DOES NOT RELIEVE THE PROPERTY OWNER OF SUBDIVISION AND/OR BEFORE IMPROVING SUCH LOT, IT IS THE RESPONSIBILITY TO OBTAIN THE NECESSARY GOVERN-LY, SECURING THE REVIEWER'S APPROVAL, AS PROVIDED MENTAL BODIES FOR AN IMPROVEMENT DOES NOT RELIEVE APPROVAL MUST BE SECURED FROM A GOVERNMENTAL THE PROPERTY OWNER'S RESPONSIBILITY TO DETERMINE IF WARNING: BEFORE PURCHASING A LOT IN THE LEGENDS

submittal and approval requirements of the City of Bozeman Planning and Building Departments to obtain any necessary building permits. from the Reviewer, in accordance herewith, the Owner must also meet all For example, although an Owner may have secured final design approval

these Guidelines, the Lot Owner must retain competent assistance from an construction become familiar with the five-step process. As later noted in and any professional assisting a Lot Owner with improvements and Guidelines, and it is important that each potential Purchaser, Lot Owner, compliance with these Guidelines. The five steps are set forth in these defined by these Guidelines, the Declaration of Covenants and Restrictions, Disclosure, will primarily review any plans for improvement to ensure the Homeowner's Association formation documents, and the Property takes place in five steps. For purposes of these five steps, the Reviewer, as Legends at Bridger Creek design review process, unless otherwise noted

**DESIGN GUIDELINES** 













improvements and construction, which must be reviewed as stipulated by and a licensed and bonded Contractor, as appropriate for completion of approved Architect, Landscape Architect, Civil Engineer, Soils Engineer these Guidelines.

specific residences. concepts and are not meant to impose specific plans or design solutions for upon request. Any such illustrations are intended to convey general design plans are available from Aspen Partners I, LLC, the Developer/Declarant, It should also be noted that illustrations of sample residential development

process has ample opportunity to review and understand the provisions of please be sure that any professional that will assist with the improvement these Guidelines. Again, please review the Design Guidelines, as set forth hereinafter, and

### Section 1. Definitions

- 1.1 Subdivision" or "Legends at Bridger Creek". Subdivision: The Legends at Bridger Creek Subdivision is referred to as the "Subdivision", "Legends", "Legends
- 1.2 Homeowner's Association, Inc. Homeowner's Association: The Legends at Bridger Creek
- 1.3 Property Disclosure: This document and amendments thereto from time to time.
- 1.4 Bridger Creek Subdivision, as amended from time to time Guidelines: The Design Guidelines of The Legends
- 1.5 Bylaws: The Bylaws of The Legends at Bridger Creek Homeowner's Association, Inc.
- 1.6 and Restrictions of The Legends at Bridger Creek Subdivision, as amended from time to time. **Declaration:** The Declaration of Protective Covenants
- 1.7 designated and set apart for the purpose of ownership. Lot: Any separate, designated parcel within the Legends

- <u>~</u> ∞ set forth in the Guidelines, Declaration, Bylaws, and Subdivision, which structure shall meet the requirements which is a structure constructed upon a Lot within the Residence: An Owner's place of habitation or dwelling Property Disclosure.
- 1.9 Owner: The person owning a Lot or Residence in fee simple absolute, individually or as co-owner in any real the State of Montana. estate tenancy relationship recognized under the laws of

2208974 Page: 5 of 26 11/10/2005 10:58

- **Declarant:** Initially means Aspen Partners I, LLC
- 1.11 which the Homeowner's Association and Declarant retain Association. ownership among the members of the Homeowner's control, and the portion of the Subdivision in common Common Area: The portion of the Subdivision over
- 1.12 construction services or performing any type of labor in or Contractor: Any person, general contractor, subcontracaround the Residence or Lot. bility partnership, or limited liability company engaged in tor, firm, association, partnership, corporation, limited lia-

## Section 2.

- 2.1 style of landscape design and architecture and the current value of an Owner's investment in this unique community. neighborhoods foster lasting friendships, and preserve the and unified design which is aesthetically pleasing. These include the creation and maintenance of an appropriate General Design. The master plan for the Legends Guidelines to create a sense of community where image of the surrounding area. It is the intention of these Guidelines are meant to promote consistency between the the Bridger Creek area corridor. The objectives further The design objectives include preserving and enhancing design objectives and overall aesthetic vision of Legends. to ensure that all improvements are compatible with the Purpose and Intent. The purpose of the Guidelines is
- 2.2 contemplates a mix of single and multi-family Residences

**DESIGN GUIDELINES** 









and their consultants in understanding the objectives and impose specific plans or design solutions. convey general design concepts and are not meant to visions of Legends. These illustrations are intended to trations are included in the Guidelines to assist Owners tial and custom residential structures. A number of illus-The Legends consist of a mixture of multi-family residen-A community center is proposed for future development. interspersed with open space, walking trails and parkland

- 23 any Lot within Legends. The Guidelines may be amended tion, addition, landscaping and/or any other alteration to used by all persons involved in the construction, renovafrom time to time by the Declarant, in its sole discretion. Amendment and Applicability. The Guidelines are to be
- 2.4 Administration and Enforcement of Guidelines. The accordance with procedures set forth in the Declaration. the Declarant or its designee or (b) the Reviewer, in Guidelines will be administered and enforced by either (a)
- 2.5 all of the bond may be used by the Reviewer to complete scaping of the sites, the job will be reviewed by the until approved by the Reviewer. A compliance bond may if not satisfactorily completed by the Owner of the site. unfinished landscaping or other work needed on the site, compliance bond will be released to the Owner. Some or Reviewer, and when satisfactorily completed, the Reviewer. Upon completion of construction and landwill be held in an escrow account administered by the be required in the amount of up to \$10,000 and if so, it removal of trees or other vegetation shall be commenced ted to remain on any site, and no construction activities or erected, placed, altered, added to, reconstructed or permitstructure, road, fence or improvement of any kind shall be Building Permits and Compliance Bond. No building,
- 2.6 to ensure that they have the most current edition of these Owner Responsibility. An Owner has the responsibility

Bylaws, Declaration, and Property Disclosure. Guidelines, and have carefully reviewed the Guidelines,

- 2.7 other responsibilities and the future of the Reviewer and the Bylaws, shall control: Design Review Board, the following, which is set forth in Property Disclosure, and in the Declaration. In regard to with the terms and provisions set forth herein, in the improvement plans to ensure compliance of those plans responsibility to review construction, landscaping, and Reviewer's discretion. The Reviewer shall have the fees, as set forth herein, is subject to change at the paid directly to Studio Architects, Inc. The initial review shall be Studio Architects, Inc. and any review fees shall be Reviewer/Design Review Board. The initial Reviewer
- 2.7.1 governing body over the Design Review Board (whether operations of the Design Review Board, including but not of those members, and all other matters concerning the ing the number of members on the Design Review Board elects to create a Design Review Board, it shall replace the on the Lots, as such is set forth in the Declaration, created, the Reviewer shall have the sole responsibility for appointment of any successor Reviewer, and for creation of Bylaws. Declarant shall have sole responsibility for the Successor Reviewer/Design Review Board-Restatement the Declarant or some other entity or individual). the appointing of those members, the length of the terms ties. The Declarant shall have sole discretion in determin the review requirements of construction and improvements and operating guidelines of any Design Review Board limited to, the election and reelection of said members, the Reviewer and take over the Reviewer's review responsibili-Property Disclosure and Bylaws. When/If the Declarant formed by the Declarant. Until a Design Review Board is
- sions, are applicable to all construction commenced within the Subdivision, Applicability. These Guidelines, and any subsequent revi-

**DESIGN GUIDELINES** PAGE 6 OF 20











2208974 Page: 6 of 26 11/10/2005 10:58A

and any amendments or additions thereto from time to time.

# Section 4. Conflicts and Controlling Authority.

- 4.1 is less restrictive, the Guidelines, Bylaws, Declaration, or Ordinances, Codes, and Regulations. To the extent that Property Disclosure shall prevail. prevail. To the extent that any local government standard dards set forth in the Guidelines, Bylaws, Declaration, or regulations require more restrictive standard than the stanthe City of Bozeman ("City") ordinances, building code or Property Disclosure, the local government standards shall
- 4.2 of any conflict between the Guidelines and the Covenants, Conditions, and Restrictions. In the event Declaration, the Declaration shall govern and control.
- governing authority. to time, as well as any applicable agreements, rules and/or regulations entered into or adopted by the Homeowners Association or any applicable Gallatin County, Montana as such documents may be amended from time complying with these Guidelines and all provisions of the Bylaws, Declaration, and Property Disclosure on file in the public records of Owner Responsibility. Each Owner is responsible for
- review all plans relating to site planning to determine compliance with approved the site plan and any other plans related to the construction of a these Guidelines. No construction shall commence until the Reviewer has Residence or other improvements. Review of Construction Plans. The Reviewer shall

## Section 7. Site Planning.

7.1 are visible from the streets and/or Common Areas, are to tural and not veneered. The tops of walls are to be shaped be built of natural or cut stone, laid so as to appear strucwithin the property boundary. All retaining walls, which Cuts and fills should be feathered into the existing terrain, ment shall be designed to blend into the natural landscape Grading. Grading requirements resulting from develop-

> any case should not exceed 2:1 slope unless it can be erosion and promote re-vegetation opportunities, but in are to be planted at the base and top of walls to blend with designed with a minimum 2:12 batter. Shrubs and vines with ample planting terraces (4-foot minimum width) are exceeds 4 feet, stepped-back or terraced wall structures are not to exceed 4 feet in height. Where grade change with existing landforms and vegetation. Retaining walls end abruptly, but are to create natural looking transitions demonstrated that a steeper slop will not result in erosion. mined by soil characteristics for the specific site to avoid the site. The slope of cut and fill banks should be deter to be used. Walls exceeding 2 feet in height are to be to blend with natural contours. Ends of walls are not to Natural slopes are to be used instead of structures wherever

- 7.2 made swale linings are not permitted. all applicable environmental regulations. Impervious man shallow sloping vegetated areas. Site drainage must meet natural or improved drainage channels or dispersed into such as roots and pavement areas, shall be directed to from the foundation. Runoff from impervious surfaces, the Reviewer for any engineering fees incurred by the study of proposed modifications. Owners shall reimburse may require the Owner to submit an engineered drainage allowed only if approved by the Reviewer. The Reviewer Finished ground surface at the foundation shall grade away Drainage. Modifications to existing drainage patterns are Reviewer in reviewing proposed drainage modifications.
- 7.3 or concrete. Driveway materials shall restrict weed growth shall be constructed of concrete paving units, stone cobbles and sloped for adequate drainage and safety. Driveways construction and maintenance of all driveways shall be the responsibility of the Owner. Driveways shall be crowned designing and situating the Residence and driveway. The relationship must, therefore, be carefully considered when will be dictated by the driveway location and grade. This **Driveways.** The finished floor elevation of a Residence

DESIGN GUIDELINES PAGE 7 OF 20







2208974 Page: 7 of 26 11/10/2005 10:58A 202.00

and erosion. Any other material used to construct a drive shall withstand deterioration from winter snow plowing scaped area and the driveway surface. Driveway materials way shall be approved by the Reviewer. and maintain a clearly defined edge between the land-

- 7.4 spaces and be attached or semi-attached to the Residence. the garage area, will provide a minimum of four parking and shall be fully enclosed within a garage. For Residences that do not have an alleyway, each driveway, not including least 2.5 parking spaces in size to allow for interior storage Parking. Each single-family Residence shall provide for at
- 7.5 Subdivision plat is recorded. be constructed no later than three (3) years after the Owner's lot prior to the occupancy of any Residence. Bozeman standards on all public street frontages of the construct residential sidewalks conforming to City of Pathways and Residential Sidewalks. All Owners shall However, notwithstanding occupancy, such sidewalk shall
- 7.6 street, and shall be de-emphasized in the elevation of the Garage doors shall be subdued and oriented away from the subject to Reviewer approval, and must be integrated into an alleyway. In most cases, massing requirements will require offsetting of front loading garages. Doors shall be Residence. Garage elevations and doors are an integral from the primary structure to meet massing requirements. protruding garages. Front loading garages should be offset garages are required where feasible to avoid a series of Residence and accessed via the alleyway. Side-loading roof line is required. Carports are discouraged, but are feet of horizontal separation and an appropriate change in distinctly separated from the other two bays. At least two third garage bay on front elevations is only allowed if recessed to a minimum of 6 inches in an exterior wall. garage configurations are required for Residences without the front elevation. Consequently, side-loading or recessed tant that the front entry, rather than the garage, dominate Garages. have an alleyway, garages must be placed behind the the overall design of the elevation. For Residences that In creating a sense of community, it is impor-

of the garage door be of the same materials and color as garage elevations. The use of decorative garage doors with Residences, or natural wood color. the siding, or other significant exterior detail of the Residence is required. It is recommended that the surface relief or trim compatible with the architectural style of the Residence's elevation, should be incorporated into all tectural forms, materials and design details used in the part of the design of any Residence. Consequently, archi-

- 7.7 above finished surface. Finish floor elevations must be at a appearance of Residences emerging from the ground. The top of the foundation must be at least 12 inches crete must convey mass rather than a covering. appendix A). Materials that are used to finish the conminimum equal to or exceed the elevations listed in (See Foundations. In the interest of creating a close integrafoundations and grading should be designed to give the tion between the Residence and its site and landscape,
- 7.8 attractiveness of on-street visitor parking. In the Legends Subdivision, alleys will be paved to a width of sixteen feet within a twenty foot wide alley right-of-way allowing for a walks and through front-yard driveways. Alleys also elimishoulder will be kept clear for the purpose of enhanced two foot wide gravel shoulder on each side. The gravel eliminate street-side curbcuts, which will enhance the as well as possible traffic conflicts associated with vehicles nate the visual impact of the garage door on the front yard aging the interruption of pedestrian movement along side the streetscape on the front side of the homes by discourvisibility and snow removal during the winter season. backing onto busy streets. It is anticipated that alleys will back of the rear of each Lot, will maintain the integrity of pated to accommodate through-traffic. Alleys, located in primary access to garages and secondary access for vehicu-Alley Design Guidelines. Alleys are intended to serve as Underground utilities may be located within the alley ar circulation, service and delivery. Alleys are not antici-

approval of any developments that coordinate the Owner's As always, each Owner must secure the Reviewer's

DESIGN GUIDELINES **PAGE 8 OF 20** 







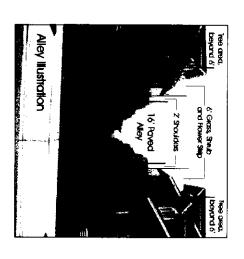


2208974 Page: 8 of 26 11/10/2005 10:58

tions of the alley design guidelines, as set forth in this each Lot coordinates with its contiguous alley(s): the construction upon, and improvement of, Lots, so that Section, the following are some guidelines in relation to Lot with the alley. However, in order to meet the inten-

- Garage aprons shall be constructed of concrete to pavement of the alley, provide a contrasting material to the asphalt
- 5 and landscape strip, and to the overall dimensions of the alley, shoulder Apron depth shall be at least 8 feet to conform
- ယ the garage door and bays. Apron width may vary depending on the width of

an impression of the layout of alleys in the Subdivision, so preparing plans for construction and/or improvements in as to help each Owner, and assisting professionals, with Legends Subdivision, and it shall provide each Owner with relation to alleys: The following is an example diagram of an alleyway in the



2.9 trees in or near the alleyway or on the alley right-of-way, Alleys-Approved Small Trees. Before planting any small

> an approved small tree in the Legends, it is advisable to in the vicinity of the alley: Subdivision, the following small trees are approved for use contact the Reviewer for input. In the Legends to whether a planting location is appropriate or if a tree is utilities. If you have any questions or concerns in regard do(es) not conflict with the alignment of underground each Owner must verify that the planting location(s)

## Common Name

Amur Chokecherry Flowering Crabapple Schubert Chokecherry Japanese Tree Lilac

Leprechaun Ash European Birdcherry Toba Hawthorn

## Botanical Name

Prunus maackii Malus varieties Prunus virginiana 'Schubert' Syringa reticulata

Pyrus ussuriensis Prunus padus

Crataegus x mordenensis

- 7.10 plumb burning devices for natural gas. must contain spark arrestors. Owners are encouraged to any applicable state or local requirements. All chimneys enclosed within the chimney. All fireplaces and wood and mechanical flues and vents should be consolidated and ney should give a substantial, stable appearance. Fireplace chimneys is not permitted. The proportions of the chimuse of exposed concrete block or exposed stovepipe type Environmental Protection Agency and must comply with burning devices must be approved by the United States fully benefit from the chimney as a design element. The A careful choice of materials and proportion is necessary to require that they be taller than the surrounding roofline. They are naturally strong elements because building codes Chimneys. A chimney can be an excellent design feature
- 7.11 Exterior Equipment. The following exterior equipment is Subdivision: permitted, but subject to restrictions, within the
- 7.11.1 Satellite Antennas. The following satellite antennas are permitted: (i) A satellite antenna designed to receive direct

**DESIGN GUIDELINES PAGE 9 OF 20** 







2208974 Page: 9 of 26 11/10/2005 10:58

services via multipoint distribution services, including satellite antenna designed to receive video programming designed to receive television broadcast signals. diagonal measurement; or (ii) a satellite antenna that is bution services, that is one meter or less in diameter or tional television fixed services, and local multipoint distrimulti-channel, multipoint distribution services, instruclite services, that is one meter or less in diameter; (ii) A broadcast satellite services, including direct-to-home satel

- safety hazard to anyone within Legends. Rooftop ground against which it is mounted, and further the front portion of the Residence, provided the antenna is painted to blend into the back a the antenna on the rear or side portion of a such placement does not pose a safety hazard to on the rear or side portion of a Residence shall not installation is not allowed. front portion of the Residence does not pose a provided that placement of the antenna on the Residence, the Owner may place the antenna on not receive an acceptable quality signal by placing Residence is desired, in the event an Owner can antennas on the rear or side portion of a reception. While placement of any permitted provided such painting does not interfere with the back ground against which it is mounted, Residence shall be painted so that it blends into antenna mounted on the rear or side portion of a anyone within the Subdivision. Any permitted require prior approval of the Reviewer, provided permitted antenna, as provided in section 5.8.1, Satellite Antenna Placement. Placement of a
- 7.11.2 Fences Approval and Restrictions. All fencing is highly discouraged and is only permitted pursuant to these Guidelines and Reviewer approval.

7.11.2.6

Rear Yard Fencing. The only rear yard fencing that is permitted within the Subdivision is fencing type shall have been approved by the Reviewer. yard fences are strictly prohibited. Fences around mitted provided that the size and construction tennis courts, sports courts and gardens are per-Front Yard Fences, Gardens and Courts. Front

> children. Therefore, unless the Owner has young intended for the purpose of containing young children, all fencing is highly discouraged.

unless a need for such fencing is shown, and opposition. adjacent Lot Owners do not express substantial Generally, privacy fencing will not be allowed prior to filing an application with the Reviewer. For this reason, it is recommended the Owner alter the appearance of a Lot and adjacent Lots. Privacy Fences. A privacy fence will drastically discuss fencing plans with adjacent Lot Owners

to filing an application with the Reviewer. approval from the Owner of the affected Lot prior recommended that the Owner obtain written point be on the Owner's property line, or cross if the Owner's contemplated fence will at any the property line onto an adjacent Lot, it is highly fence to an existing fence on a neighboring Lot, or Existing Fences. If an Owner plans to attach a

Property Survey - Fences. Owners must determine the exact location of their property line and will be liable for all costs associated with relocaprotessional survey. tion of that fence, including the cost of a is located outside of the Owner's Lot, the Owner to avoid any conflicts. In the event that a fence ed that Owners, who are unsure of their property encroach upon an adjacent Lot. It is recommend make sure that any contemplated fence will not line location, have a professional survey completed

made of wood and of an open style design and Reviewer. Appropriate fence types include: construction type shall have been approved by the inches in height provided that the size and and gardens may exceed three (3) feet six (6) height. Fences around tennis courts, sports courts may not exceed three (3) feet six (6) inches in Fence Material and Design. Fencing can only be

DESIGN GUIDELINES PAGE 10 OF 20









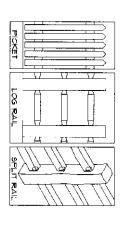


- split rail and horizontal board; "Open" (non-solid) wood fences, such as
- 5 sion of stone foundations; and Low stone walls (when used as an exten-
- 'n Wing wall extensions that match building

Inappropriate fencing materials/types include:

- Concrete block;
- Chain link;
- Wrought Iron;
- Stucco;
- Solid board;
- 5,54321 Brick; and

# Appropriate Fence Types



ed with the finished side facing out (toward neigh finished than the opposite side must be constructboring properties) and the framing side shall face In all cases, the side of the fence which is more the Owner's Lot.

# 7.11.2.7 Rear Yard Fences-Lots One Through Eight.

only. This section shall not be construed to shall not exceed a maximum height of three (3) feet, six (6) inches tall and shall be of open style (8) on Block two (2), adjacent to Story Mill Road Rear yard fencing on Lots one (1) through eight

> and installed consistent with the requirements set rear yard fencing. All fencing must be approved impose an obligation upon an Owner to install forth in the Guidelines.

of incorporating plant materials to cover at least the Reviewer, to mitigate off-site visibility. detailing and landscape treatments, as specified by sports courts and gardens may require additional plant maturity. Fences around tennis courts, Common Areas shall be designed with the intent Publicly Visible Fences. Fences and walls visible fifty-percent (50%) of structural components at from roads, trails, parks, public spaces, and/or

### 7.11.2.9

affect off-site views. close to the Residence and does not adversely extend up to 6 feet in such areas, if the fence is enclosures and outdoor work areas, and may views of utilities, mechanical equipment, trash design of the Residence. Privacy screens shall not screening shall be consistent with the overall conjunction with hot tubs or sunning decks. The not be longer than 24 feet in uninterrupted be taller than the edge of the roof eves, and shall Privacy Screens. Privacy screens may be used in length. Screen fencing is to be used to block

# 7.11.3 Pet houses, Runs, and Enclosures.

### 7.11.3.1

shared property lines. Consideration will be run or enclosure should be located away from property lines and living areas of neighborhood is caused to neighbors, and away from shared tion where minimum nuisance and inconvenience than the entire back yard must be placed in a locarial. Enclosures to confine pets in an area less compatible with the Residence in color and mate-Location and Design. Pet houses must be Residences. Generally, this means a pet house,

PAGE 11 OF 20









given to maximum size. Kennels and stables are

- scaping. Such dog runs must be well screened. privacy fencing, softened by supplemental landdog runs are only permitted if placed inside solid Chain Link Dog Runs. Chain link fences for
- tronic pet retaining perimeter fences are permitted Underground Pet Fences. Underground elec-
- 7.11.4 Recreation, Sports, and Play Equipment. Recreational Residence or an associated garage. Play structures cannot exceed nine (9) feet in total height. Consideration as to backboards shall not be attached to any portion of the equipment size and design and visual screening. Basketball possible. Consideration should be given to Lot size, play equipment should be placed in rear yards whenever location, size, impact and noise will be reviewed with each
- Exterior Lighting. The intent of the lighting restrictions of plant materials may be approved if not visible from off site locations and achieved through hidden light sources. spaces and associated landscape structures. Subtle lighting mitted to the extent necessary to provide for general either attached to or as part of the Residence, is only perand specified by the Reviewer. Exterior building lighting, drive location. A lighted address sign must be approved ted. Each Owner shall provide a downcast light at their culation shall be avoided. No halogen lights are permit-Lot. In all cases, excessive glare to neighboring Lots or cirshall be "down" type and shall not radiate out from the concealed light sources and shall be all white. Lighting in relation to neighborhood lots). Area lighting shall have be subdued, understated and attempt to be indirect (when obtrusiveness to neighboring Lots. Exterior lighting shall is to reduce the amount of light pollution and to limit the Pole-mounted lighting is not permitted. Any application illumination, security and safety at entries, patios, outdoor

tion of lighting on the Lot, height of light fixtures above for construction or improvement should specify the locathe ground, wattage and detailed descriptions of the fixtures

## 7.12

- Requirements and Restrictions. Landscaping shall be scape material (such as bark) which provides weed, dust, and with living ground-cover (such as grass) or standard land order to comply with the above stated restrictions. other Lots, by encroaching vegetation or trees, must be encroach upon walkways or block walkway lighting. Shade restrictions, that the soil (except in flower beds) be covered Minimum landscaping requirements include, among other maturity, will be of an appropriate height and width in considered. Owners must select plants which, upon patterns of larger trees and possible physical damage to ing Lots, reduce air circulation to neighboring Lots, nor element, consideration should be given to the relationship of fences, and sheds. Since landscaping is a design create "soft" privacy screens, and reduce the visual impact can be effectively used to accent driveways, define space, Plantings must not block sun to, or views from, neighbormay not obstruct sight lines required along road ways. Residences. Planting and maintenance of trees and shrubs between the applicant's Residence and adjacent erosion control. performed only as approved by the Reviewer. Landscaping
- 7.12.2 Tree Regulations and Requirements. Pursuant to regula each Owner must contact the Reviewer before selecting or with this plan and all tree regulations and requirements, vegetation design plan. In order to ensure compliance must comply with a specific vegetation design plan for the tions and requirements imposed by the City of Bozeman, the City of Bozeman. The Reviewer has a copy of this trees must be planted in certain locations on each Lot, and planting trees on the Lot to inquire as to the location of Subdivision, which was established in coordination with the trees must be of a certain type and variety. The trees

DESIGN GUIDELINES







said trees, and the type of trees the Owner must plant.

- 7.12.3 Noxious Weeds and Re-vegetation. Owners shall control period as may be reasonably necessary as dictated by following the construction of the Residence or within such of vegetation and landscaping within forty-five (45) days before planting. The Owner must complete the restoration or prohibited and must be approved by the Reviewer are encouraged; non-native species may be restricted required for all disturbed areas. Natural and native species shall be approved in advance by the Reviewer, shall be all noxious weeds on their respective Lots and shall destroy them according to county standards. Re-vegetation, as weather conditions.
- 7.12.4 Completion of Landscaping. Landscaping of the front of construction. construction. Landscaping of the remainder of the Lot must be completed within one year of completion yard must be performed immediately upon completion of
- 7.13 completion of construction. structures shall be removed within thirty (30) days after special circumstances, and with the prior approval of the twenty (20) days before construction begins. Under the Lot and must not be placed on the Lot more than landscape. Portable toilets shall be located only within the Reviewer, construction materials may be stored outside the sanitary facilities, construction trailers, material storage Lot or in an area approved by the Reviewer. All temporary Lot if such storage does not adversely affect the native facilities and trash receptacles must be contained within Temporary Structures. Temporary structures, such as
- 7.14 each day. Trash receptacles must be adequately sized to removed from each construction site at least once a week handle construction debris. Trash and debris must be all trash and debris on the construction site at the end of Debris and Trash Removal. Contractors must clean up

unpaid, it shall become a lien against the Lot on which the ing of construction debris or trash may be assessed against the performance bond and, if any portion of such cost is tion site and shall clean up any debris blown off the Lot. cautions to prevent debris from blowing off the construcvent it from becoming unsightly or affecting adjacent Lots. construction, each site must be kept neat and tidy to preand transported to an authorized disposal site. During debris or trash originated. Any cost incurred by Reviewer in collecting and/or dispos-The Owner shall be responsible for taking necessary pre

- 7.15 roads, open spaces, driveways or other areas of the construction activity must be promptly removed from neighbors and wildlife. Dirt, mud or debris from must be kept at a low level to minimize disturbance to construction site. Radios, tape players, and similar items and noise, including, without limitation, music from the Construction Activity and Dust, Mud and Noise. Each Contractor shall be responsible for controlling dust, mud
- 7.16 restricted to the Lot under construction, and all residue including oil changes, and cleaning by Contractors, is manner which inhibits traffic. Vehicle maintenance, Owner and the Reviewer. Vehicles shall not be parked in a adjacent Lots without written approval of the adjacent Lot Contractors are not permitted to park on other Lots or construction or in areas designated by the Reviewer. Parking is restricted to areas within the Lot under and suppliers comply with applicable speed limits. Access, Vehicles, Parking and Equipment. Each Contractor shall assure that the subcontractors, employees, must be cleaned.
- Declarant's property, arising from construction related activities involving damage, and shall be liable to Declarant for any damages to Declarant or Declarant and the Homeowners Association harmless from any claims for Hold Harmless Agreement. The Owner shall hold the









2208974 Page: 13 of 26 11/10/2005 10:58A

the Owner's Lot

rary security fencing at the construction site. Security lighting may be used if approved by the Reviewer. Guard animals are not allowed Security. It is suggested that Contractors provide tempo-

Subdivision is prohibited. Bozeman, therefore hunting and the discharge of firearms in the Hunting. The Legends is located within the City of

## Section 11. Design Review Process.

obtain Reviewer and/or Reviewer approval nor does complying with these Guidelines as well as all other are not all-inclusive. Each Owner is responsible for work for construction and modifications, these Guidelines and surrounding landscape throughout the Legends. certainty in the level of quality and design of structures each Owner's investment in the Legends by providing Overview. These Guidelines and the design review the responsibility to obtain governmental approval Reviewer and/or Reviewer approval relieve the Owner of body does not relieve the Owner of the responsibility to improvements. Approval by the appropriate government required for each aspect of their construction, and responsibility to determine if governmental approval is prompt and satisfactory conclusion. It is the Owners tions in order to bring the design review process to a applicable provisions of the Bylaws, Declaration, and While these Guidelines are intended to provide a frame process, set forth below, help create a community tederal codes, ordinances, rules, regulations, and restric-Property Disclosure, and all applicable local, state, and environment within the development and serve to protect

following categories of construction: The design review process outlined below applies to the

- New building construction;
- Roads, driveways and site work;

- $\alpha$ Additions to fences or enclosures;
- Ż mance with the most recently Major site and/or landscape improvements ing any color changes other than restoration or repair of structures in conforthe exterior of existing buildings, includ-Renovation, expansion, or refinishing of approved plans for the Residence; and
- 11.2 variance granted by the Reviewer. and in operation) has the power and right to overrule any Declarant or the Homeowner's Association (when formed unless the Reviewer elects to grant a variance. Only the construction that is inconsistent with these Guidelines, Reviewer, however, shall not grant approval for a proposed may be based on purely aesthetic considerations. The topography, and finish grade elevation. Review decisions structures, location in relation to surrounding structures, and design, harmony of external design with existing consider, without limitation, the quality of workmanship Review Criteria. In its review process, the Reviewer may
- 11.3 contractor as appropriate. civil engineer, soils engineer and a licensed and bonded assistance from an approved architect, landscape architect, planning process, the Owner shall retain competent Professional Assistance. Throughout the construction
- 11.4 Buyers shall comply with all terms of such documents. and any other documents concerning the Subdivision. Declaration, Property Disclosure, Bylaws, the Guidelines deemed to have read and accepted all provisions of the documents, all Owners and potential buyers will be Knowledge and Compliance. Upon executing purchase
- 11.5 five phases: Review Process. The design review process is divided into

DESIGN GUIDELINES PAGE 14 OF 20







2208974 Page: 14 of 26 11/10/2005 10:58

- 5 4 3 2 1 Pre-Design Meeting/Site Visit;
  - Preliminary Plan Submittal and Review;
  - Final Plan Submittal and Review;
  - Construction Permits and Monitoring; and
- Compliance. Final Inspection and Certificate of
- 11.5.1 Pre-Design Meeting. Prior to the development of suggested that this meeting be attended by the Owner's design meeting will include a discussion of the following opportunities for the particular Lot. The scope of the preto discuss particular building and landscaping design meeting. This review may include a site inspection sample designs may be introduced for discussion. The objectives and the impact of these Guidelines. It is Contractors who have previously participated in a prepre-design meeting may be held prior to purchase of any begun. No plan materials are required at this time, but design team and held before any formal design work is pre-design meeting is to discuss the Owner's construction with the Reviewer or its representative. The goal of the construction documents, the Owner or its agent shall request a pre-design meeting. This meeting may be held Lot. Pre-design meetings may be waived for Owners or
- boundaries; The Legends' approximate property
- Easements and utilities;
- 33 12 guidelines; Architectural, site and landscape design
- of the specific Lot; Characteristics and design opportunities
- 765 Preliminary design concepts;
- Design review and approval process;
- Construction process and bonding requirements; and
- Other considerations and suggestions related to the specific Lot.

# 11.5.2 Preliminary Submittal and Review. Upon

submission. The preliminary submittals shall scaping. A fee will be in association with this on a 24"x36" or a 30"x42" sheet showing the proposed design of the Lot, building and land-Owner or its agent shall submit an Application for locations and areas of: include a site plan at a scale no less than 1"= 20" Preliminary Review to initiate review of the completion of preliminary design meeting, the

2208974 Page: 15 of 26 11/10/2006 10:58A

? the Residence and all other buildings or major structures

202.00

- indicated and parking areas the driveway with the percent of grade
- decks and patios
- recreational facilities
- 26,74,0 walls and fences
  - proposed utility services
- (if any) on adjacent Lots; and the general location of nearest structures
- and the Owner should have the Lot and nary review will include a site inspection. elevations of all building floors, patios questions about the project. The prelimi preliminary plans and answer any meeting with the Reviewer to discuss the tour elevations. It is recommended that and terraces shown in relation to Lot cor relevant structures generally located on the Owner or its agent schedule a the site at this time.

# 11.5.3 Final Plan Submittal and Review.

for Final Plan Review: submitted to the Reviewer with the Application nary design, the following documents should be Plan Submittal. After approval of the prelimi-



11.5.3.1.1

A duplicate set of complete construction documents for the Residence, including building sections which illustrate the Residence, all utility locations, utility meter and transformer locations (and screening techniques), and any approved adjustments to locations. Sample of exterior materials and colors, window and glass specifications, and accent items. These shall be mounted on an 18"x24" board clearly marked with Owner's name, filing date, and Lot number, and identified with manufacturer's name, color, and/or number.

5.3.1.2

retaining walls or extended foundations. At a elevation of the four (4) corners of the Lot and minimum, this plan must show the exiting the proposed construction, proposed cuts/fills, grade in sufficient detail as may be required by the grading plan establishing the exiting and proposed provided on the landscape plan. A complete using clear symbols and nomenclature must be exterior walks, drives, patios; and other decorative and species of all trees (greater than four (4) feet site plan, showing the entire Lot, indicating the A complete landscape plan at the same scale as the the finish grade elevations at all building corners. Reviewer to fully evaluate the potential impact of in height) and all other plants to be added; all lighting details of lights greater than 254 inches It must also describe the exterior lighting plan and features including exterior lighting. A legend following: all areas to be irrigated; locations, size

11.5.5.2

**Plan Review.** The Reviewer will conduct the predesign meeting and reviews of proposed plans during its regular meetings or at such other times as the Reviewer deems appropriate. Owners, architects, or Contractors shall have the right to make a presentation at any of these meetings, with timely request to do so. Reviewer meetings will

be scheduled in advance and will be held at the information offices of Legends or any other location determined by the Reviewer. Owners participating in any meeting will be notified of the meeting time. The Reviewer will send written notification of its action on each design submitted within 30 business days of the receipt of a completed application. The Reviewers decision shall be in one of the following forms:

2208974 Page: 16 of 26 11/10/2005 10:58

- 1. "Approved" The entire application as submitted is approved.
- 2. "Approved as Noted" The application is not approved as submitted, but the Reviewer's suggestions for curing objectionable features or segments will be noted. The Owner must correct the plan's objectionable features or segments, and the Owner may be required to resubmit the application.
- "Disapproved" The entire application, as submitted, is rejected in total. The Reviewer may provide comments but is not required to do so.

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11.5.3.3

Return of Plans and Written Response. One set of plans shall be returned to the Owner, accompanied by the Reviewer's records and notes. If the Reviewer fails to respond within thirty (30) calendar days, approval shall be deemed to have been given. Any response issued by an Owner in reference to issues contained in the Reviewer's notice, following review of submittals, must be addressed to the Reviewer in writing.

11.5.4 Construction Permits and Monitoring.

DESIGN GUIDELINES PAGE 16 OF 20



_	Conformity with Approved Plans. Once the
	plans have been approved, then all work must
	conform to the approved plans. The Reviewer or
	its representative will review work in progress dur-
	ing the construction phase. If it is determined by
	the Reviewer that work completed or in progress
	on any Lot is not in compliance with the
	Guidelines or any approval issued by the Reviewer,
	the Reviewer shall directly or through the
	Declarant, notify the Owner and/or Contractor if
	any, in writing of such non-compliance specifying
	in reasonable detail the particulars of non-compli-
	ance and shall require the Owner and/or
	Contractor to remedy the particulars of non-com-
	pliance and shall require the Owner and/or
	Contractor to remedy the same. If the Owner
	and/or Contractor fails to remedy such non-com-
	pliance or fails to commence and continue dili-
	gently toward achieving compliance within the
	time frame stated in the notice, then such non-
	compliance shall be deemed to be in violation of
	these Guidelines.

approved. initiated until the final construction drawings are drawn, and it shall be necessary for the Owner to approval, such approval shall be deemed with approved within twelve (12) months of such commence on a project for which plans have been Commencement. If construction does not resubmit the plans. Construction cannot be

City must be resubmitted to the Reviewer for construction. Any modifications required by the building permit prior to commencement of from the Reviewer, and the Owner must obtain a Department after final design approval is obtained must also be submitted to the City Building Government Approval. Construction drawings

11.5.4.3

exterior of the Residence in accordance with the the Homeowners Association may place a lien on of any costs incurred, then all parties agree that Homeowners Association within thirty (30) days provision. If the Owner does not reimburse the Homeowners Association pursuant to this in connection with actions taken by the Homeowners Association for all expenses incurred work. The Owner shall reimburse the its natural state prior to the beginning of any previously approved drawing, or remove the Association may, at its option, either complete the of such violation, the Reviewer may notify the completed on a Residence within one (1) year, control of the Owner. If construction is not delayed due to causes beyond the reasonable when, and for so long as; such completion is Completion. Construction shall be completed the Lot and Residence for the amount of such improvement and return the Lot or Residence to Homeowners Association, and the Homeowners be in violation of these Guidelines. In the event the incomplete construction shall be deemed to within one (1) year of its commencement except

# Exception to One Year Completion.

time limits noted above. tion and/or landscaping to extend beyond the after purchase of the Lot. Written approval from resale must be completed within three (3) years Construction on Lots purchased by Builders for the Reviewer is required in order for any construc-

Final Inspection and Certificate of Compliance.

submitted design and plans. Upon completion of design approval was given by the Reviewer, the any Residence or modification for which final that the project has been built according to the The purpose of the final inspection is to ensure









2208974 Page: 17 of 26 11/10/2005 10:58

Completion Review. Owner shall submit an Application for Project

Owner's compliance. compliance, and shall require the Owner to reme-Guidelines, then, within 30 calendar days of with the approved Final Submittal and these signifying compliance. If the Reviewer determines or improvement has conformed with these Owner's non-compliance will not constitute Owner within thirty (14) calendar days of dy the same. Failure of the Reviewer to notify the fying in reasonable detail the particulars of non-Owner in writing of such non-compliance, speci-Completion Review, the Reviewer shall notify the receipt of the Owners' Request for Project that such work was not performed in compliance Reviewer will issue a Final Inspection Certificate Guidelines and followed the approved plans, the ments modification. If the completed Residence tative will inspect the Residence and/or improvenotice of completion, the Reviewer or its representhirty (30) calendar days from receipt of written **Inspection.** Within such reasonable time as the Reviewer may determine, but in no case exceeding

compliance as such is provided for in the compliance with these Guidelines. Inspection Certificate until there is full Disclosure. The Reviewer will not issue a Final Guidelines, Bylaws, Declaration, or Property Reviewer may take any action to remedy this nonthe Reviewer shall so notify the Owner. The Owner has failed to remedy such non-compliance, date of such notification by the Reviewer, the expiration of thirty (30) calendar days from the Failure to Remedy Non-compliance. If upon

No Residence shall be occupied without the Final Occupation with Final Inspection Certificate.

> Reviewer. Any violation of this section shall result Declarant or the Homeowners Association in a daily penalty to be determined by the Inspection Certificate being issued by the

- construction of improvements shall require approval of the made to pre-approved plans and specifications during the all proposed structures and improvements. Any changes approved plans for their suitability on specific Lots. To be ed Lots for pre-approval for an entire neighborhood, in nature, kind, shape, color, size, materials, and location of pre-approved, the plans and specifications shall show the The Reviewer, however, shall require a review of prelieu of seeking approval as to each Lot to be built upon. tions for similar floor plans and layout on similarly situatneighborhood may submit multiple plans and specifica-Multiple Units. Contractors of multiple Lots within a
- 11.7 on the scope of the modification, the Reviewer may colors, materials, additions, and structural landscaping approval of modifications shall take place within the same description of the proposed modification. The review and specifications association with the proposed modification. require the submission of all or some of the plans and Reviewer along with the required review fee. Depending mission of an Application for Modifications Review to the alterations of an exiting Residence shall require the sub time periods as required for new construction. In the alternative, the Reviewer may require a less detailed tions, including but not limited to, changing of exterior Review of Modification. The review of any modifica-
- 11.8 strict compliance in such circumstances, so long as the considerations) when deviations may be required. The circumstances (including, but not limited to, topography, variance does not result in material violation of the Reviewer shall have the power to grant a variance from natural obstructions, hardship, aesthetic or environmental Variances. Variances may be granted in some

**DESIGN GUIDELINES** PAGE 18 OF 20







2208974 Page: 18 of 26 11/10/2005 10:58A

writing. As previously noted, only the Declarant or the by the Reviewer. has the power and right to overrule any variance granted Homeowner's Association (when formed and in operation) Guidelines. No variance shall be effective unless in

- 11.9 to approve or disapprove any resubmission. The filing of a ten(10) calendar days from the day of each resubmission of a disapproval and resubmission, the Reviewer shall have Reviewer's opinion, warrant reconsideration. In the case cation or has new information which would, in the resubmission does not extend any maximum time period Owner has modified the proposed construction or modifi-Resubmission. Any Owner shall have the right to resubfor the completion of any new construction modification however, such resubmission shall be considered only if the mit the information, documents and fees set forth above;
- 11.10 which is subject to change at the Reviewer's discretion, is submission shall include a "Review Fee." The Review Fee, Review Fees. When an Owner or Contractor submits a payable to the Reviewer consistent with the following Preliminary Plan application for Review on a project, the
- 11.10.1 Initial Application-New Construction/Original Owner or Contractor. (\$100) for each subsequent submittal by same Owner or Contractor; and one hundred dollars dollars (\$250) for first project submitted by an ment of a Lot shall be two hundred and fifty Residence construction, or the original improve-Lot Improvement. The review fee for new
- 11.10.2 Major Alteration or Addition. The application or site modification significant enough to warrant tal authority - shall be one hundred dollars (\$100) the issuance of a building permit by a governmenfee for a major alteration or addition - a structural

DESIGN GUIDELINES PAGE 19 OF 20

# 11.10.3 Minor Architectural Modification or Addition.

Residence or installing landscaping which deviates changing the exterior color scheme of the require architectural review and approval as set tion or addition - any architectural changes which be fifteen dollars (\$15). from the approved existing landscaping plan) shall building permit is not required. (For example, forth in the Guidelines, Bylaws, Declaration, or The review fee for a minor architectural modifica-Property Disclosure but for which a governmental

# 11.10.4 Changes or Resubmission of Approved or

resubmission requires a minimal amount of time. at the Reviewer's discretion if the review of the dollars (\$50). This fee may be waived or reduced of approved or unapproved plans shall be fifty Unapproved Plans. Changes to or resubmission







IN WITNESS WHEREOF, this instrument has been executed this

., 2005.

DECLARANT:

Aspen Paymers I, LLC

James P. McLeod, Manager

STATE OF MONTANA

County of Minoula

: SS.

On the day of

AND ARIAL Residing at:

NOTARIAL Residing at:

SEAL

NOTARIAL Residing at:

NOTARIAL Residing at:

NOTARIAL RESIDENT COMMISSION expires: The State of Montana

moun

02-28-2006

McLeod, personally know to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P.

DESIGN GUIDELINES PAGE 20 OF 20





2208974 Page: 20 of 26 11/10/2005 10:58A

## Finish Floor Elevations

				∞	7	6	5	4	Ç	2	_	10	9	œ	7	6	5	4	Ç	2	_	Lot
				2	2	2	2	2	2	2	2	_	_	_	<u>,                                    </u>	<del></del>		<del></del>	_	_	_	BLK
				4714.04	4714.46	4714.73	4715.05	4715.10	4715.10	4714.87	4714.08	4720.06	4719.12	4718.37	4718.12	4717.75	4717.48	4717.16	4716.55	4716.10	4714.90	FF ELEV
	Ç	2	1	18	17	16	15	14	13	12	11	10	9	<b>∞</b>	7	6	5	4	S	2	_	TOT
	4	4	4	S	Ç.	Ç	S	သ	ယ	Ş	s)	Ç.	3	သ	S	w	υ,	Ç	S	S	သ	BLK
	4718.14	4718.93	4718.56	4716.84	4717.82	4718.05	4718.00	4717.83	4717.46	4716.99	4716.14	4713.74	4714.86	4715.31	4715.51	4715.80	4716.01	4716.12	4716.05	4715.77	4715.17	FF ELEV
7	6	5	4	w	2	_	ယ	2	_	<b>∞</b>	7	6	5	4	ယ	2	1	7	6	5	4	LOT
7	7	7	7	7	7	7	6	6	6	5	5	5	5	5	5	5	5	4	4	4	4	BLK
4724.4	4723.44	4722.51	4721.55	4720.81	4720.07	4719.32	4718.56	4717.29	4715.97	4720.49	4721.40	4721.49	4722.18	4724.00	4724.3	4723.39	4722.21	4720.42	4720.54	4719.00	4716.79	FF ELEV

# THE LEGENDS AT BRIDGER CREEK SUBDIVISION DESIGN GUIDELINES DISCLAIMER

The Design Guidelines herein are provided with the sole intention of setting parameters for construction that conforms to the overall vision of the developers of the Legends at Bridger Creek Subdivision (the "Legends"). The developers, the Declarant, nor any other party makes any warranties, representations or promises through these Design Guidelines. By following the Design Guidelines, it is not guaranteed, promised or warranted by the developers, the Declarant or any other party that construction of your improvement will be sound, of high quality, or free of detect, and the Design Guidelines should not be relied on to purposes of meeting any State, County, City or other code, statute or law. Further, the guidance set forth in this document does not provide any warranty, insurance, guarantee, or promotes in relation to damage caused by natural disasters, floods, or other acts of God, and any determination of though provide to represent the provide any warranty insurance guarantee, or contours, or any depiction of, or guidance in relation to, physical improvements, property lines or boundaries is for purposes of meeting the intent of these Guidelines and shall not be used for the design, modification, or construction

of improvements to real property or for flood plain determination.

The developers, the Declarant nor any other party is responsible for any errors or omissions in the information provided herein, and these are parties are not responsible to any person or entity for any loss or damage caused, or alleged to have been caused, by the use of, or reliance on, the information or ideas contained, suggested, or referenced in these Guidelines.

It is important that you seek the advice, assistance, and services of Licensed Professionals when constructing any improvement on your lot, so as to ensure that such improvement is not only conforming to these Design Guidelines, but that its construction meets local and State codes, and is of high quality and safe.



## INITIAL SUBMISSION FORM -

					Da Architect:				Date: Lot #: Owner:
Fax Number	Daytime Telephone Number	City	Mailing address for Correspondence	Name(s)	Daytime Telephone Number Ct:	City	Mailing Address for Correspondence	Name(s)	
	рег	State Zip	spondence		ber	State Zip	espondence		
Date Received: Date Reviewed: Reviewed By	TO BE COMPLETED BY ACC:		Owner/Architect Date	Submitted By:	Documents Submitted: Post BondProject Schedule	<ul> <li>Submit three (3) copies of Initial Submission forms for review.</li> <li>Submission is free of charge</li> <li>Allow fourteen (14 days for review by the ACC from date of submission.)</li> </ul>	<ul> <li>Attach required Post Bond \$</li></ul>	• A design professional shall be prepared and familiar with the Guidelines and the Coverants.  Submission Requirements:	Goals:  Applicant shall be familiarized with the process and the ACC shall be familiarized with the applicants anticipated schedule.  The applicant shall initiate interpretations of the Design Guidelines as they relate to the specific site.







# SCHEMATIC DESIGN REVIEW FORM

Date:			
Lot #:			
Owner:			
	Name(s)		
	Mailing Address for Correspondence	се	
	City	State	Zip
	Daytime Telephone Number		
Architect:	Ct:		
	Name(s)		
	Mailing address for Correspondence	Ce	
	City	State	Zip
	Daytime Telephone Number		
	Fax Number		

### Goals:

- Integration of building to site based on a survey prepared by a licensed surveyor.
- Conformance with design guidelines recommendations and requirements.

### Submission Requirements:

- Architect and/or Owner to submit site design and elevation sketches for review. Plans and elevations to be to scale and show enough detail to indicate topography at 1' contours and to address proposed grading, massing and Building Envelope.
- Building Envelope plan to be at least 1"=20'-0" or larger and the site plan to be at least 1"=50'-0" or larger.
- The proposed Building Envelope shall be staked for review on site. Goals are
  to review the proposed project's location, integration, and design for the
  particular site, access road locations and design, retaining walls, etc. Applicant
  shall mark all trees to be removed.
- For disapproval, the ACC will provide the applicant the basis for disapproval
- Submit three (3) copies of Schematic Design Review Forms for review.
- Attached review fee of \$50.

Allow thirty (30) days for review by the ACC from date of completed submission or completed building staking, whichever is late.

### Documents Submitted:

Site Plan

Additional perspectives, sketches, etc. Floor Plan(s)
All elevations of main house, including garage

### Submitted By:

Owner/Architect

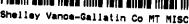
Date

## TO BE COMPLETED BY ACC:

Reviewed By: Date Received: Date Reviewed:

LEGENDS









2208974 Page: 23 of 26 11/10/2005 10:58A

# CONSTRUCTION DOCUMENT REVIEW FORM-

						Architect:							0wner:	Date: Lot #:
Fax Number	Daytime Telephone Number		City	Mailing address for Correspondence	Name(s)	ect:	Daytime Telephone Number		City	Mailing Address for Correspondence	Name(s)	None (c)		
	mber		State Zip	rrespondence			mber		State Zip	rrespondence				
Date Received:  Date Reviewed:  Reviewed By:	TO BE COMPLETED BY ACC:	Owner/Architect Date		Submitted Bv:	Documents Submitted: Construction Documents Exterior lighting fixture cut sheets	Allow thirty (30) days for review by the ACC from date of completed submission or completed building staking, whichever is late.	<ul> <li>Attach review fee of \$500.</li> </ul>	• Submit three (3) copies of Schematic Design Review Forms for review.	compliance. ◆ For disapproval, the ACC will provide the applicant the basis for disapproval.	<ul> <li>Exterior lighting fixtures and locations must be indicated. Cut sheets should be included for each exterior fixture.</li> <li>Applicant shall submit supporting information for International Dark Sky Association</li> </ul>	<ul> <li>Architect and/or Owner to submit a full set of Construction Documents and a color board for exterior materials and finishes before bidding.</li> </ul>	Submission Requirements:	<ul> <li>To review the final material selections and colors, and final building and site design.</li> </ul>	Goals: ■ To ensure that the design meets the Design Guidelines and the covenants.
						submission or com-		review.	r disaporoval.	sheets should be Dark Sky Association	uments and a color		g and site design,	ovenants.





# PRE-CONSTRUCTION CONFRENCE FORM

Fax Number	Daytime Te	City	Mailing ad	Name(s)	Architect:	Daytime Te	City	Mailing Ad	Name(s)	Owner:	Date: Lot #:
	Daytime Telephone Number	State Zip	Mailing address for Correspondence			Daytime Telephone Number	State Zip	Mailing Address for Correspondence			
Date Reviewed:  Date Reviewed By:	TO BE COMPLETED BY ACC:		Owner/Architect Date	Suhmitted Rv.	Documents Submitted: Construction DocumentsExterior lighting fixture cut sheets International Dark Sky Association forms	Allow thirty (30) days for review by the ACC from date of completed submission or completed building staking, whichever is late.		<ul> <li>Submit three (3) copies of Pre-Construction Conference forms for review.</li> <li>Attach review fee \$100. (includes additional site visit during construction)</li> </ul>	Submission Requirements:  • The applicant shall stake staging areas, install temporary construction and tree protection fencing, mark trees to be removed, locate access points, and scheduled	<ul> <li>Protect neighboring owners form construction activity nuisance.</li> </ul>	Goals:  • To minimize the impact of the construction activity on existing topography, landscape, and adjacent owners.



LEGENDS







2208974 Page: 25 of 26 11/10/2005 10:58A

## FINAL APPROVAL FORM -

					Architect						Owner:	Lot #:	Date:
Fax Number	Daytime Telephone Number	City	Mailing address for Correspondence	Name(s)	ect:	Daytime Telephone Number	City	Mailing Address for Correspondence		Name(s)		9	
	Jmber	State	orrespondence			Jmber	State	orrespondence					
Date Re Date Re Review	TO	Ζip	Owner/Architect	Submitted By:	Documents Submitted: Construction Docu Exterior lighting fix	Allow thirty (30) pleted building s	Zip Notify the ACC f	• For a of the	• For (	• Lanc ACC w limit th	Submission	• • • • • • • • • • • • • • • • • • •	Goals:
Date Received: Date Reviewed: Reviewed By:	TO BE COMPLETED BY ACC:		Date	Y:	ents Submitted: Construction Documents Exterior lighting fixture cut sheets International Dark Sky Association forms	Allow thirty (30) days for review by the ACC from date of completed submission or completed building staking, whichever is late.	<ul> <li>Attach review fee of \$100.</li> <li>Notify the ACC fourteen (14) days prior to the Final Approval meeting date.</li> </ul>	<ul> <li>For approval, the ACC will issue a Certificate of Compliance. Concurrent with issuance of the Certificate of Compliance, the ACC will release the bonds to Owner and Contractor.</li> </ul>	<ul> <li>For disapproval, the ACC will provide the applicant with a Notice to Conform.</li> </ul>	<ul> <li>Landscaping, site work, and all exterior finishes must be installed and finished. The ACC will examine access roads and site grading for additional site remediation required to limit the impact of the improvements on the site.</li> </ul>	Submission Requirements:	e to a leate Collipated work collistins to the approved Collection Coccilians.	one is completed used conforms to the convoided Poneticution Disciminate

LEGENDS





STEWART TITLE OF BOZEMAN 2407 W. MAIN, SUITE 1 BOZEMAN, MT 59718 2000

### **BYLAWS**

### OF AND FOR

### LEGENDS TOWNHOME OWNERS ASSOCIATION

### **ARTICLE I**

### NAME

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

Legends Townhome Owners Association, is the incorporated organization which 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".

### **ARTICLE II**

### **ADDRESS**

The address of the initial principal office of the Association shall be 2339 Birdie Drive, Bozeman, MT 59715.

### 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.





Shelley Vance-Gallatin Co MT MISC

### **ARTICLE IV**

### **MEMBERSHIP INTEREST**

Every person, group of persons, partnership, corporation, or association who is a fee owner of real property, and all purchasers under contract for deed, within the boundaries of the area described on Exhibit "A" shall be a member of the Association. By this provision, each tract 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 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 date, 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 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 Board of Directors. A special meeting must be called when a Petition signed by fifty

percent (50%) of the membership interest outstanding and eligible to vote at the time has been presented to any member of the Board of Directors. Such special meeting shall be called as soon as practicable after receipt of said Petition. Notice of any such special meeting shall state the hour, date and place of the meeting and shall further precisely state the reasons of such meeting, and said special meeting held shall be strictly confined to the matters set forth in the notice unless seventy-five percent (75%) of the said membership interest present agree otherwise.

All meetings both annual and special shall be presided over by the Chairman 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 (I) 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 shall 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 areas, facilities, and services streets, roads, bridges, lighting, garbage removal and disposal in common areas, security of persons or property, fire protection, and other municipal or quasi-municipal services and functions. 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, Conditions and Restrictions Including Design Regulations 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 (I) 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 owners, their guests and invitees.
  - 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 Including Design Regulations which, by Article XIX, 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 Including Design Regulations.
  - S. To select a chairman of the Board of Directors.

2249809 Page: 6 of 19 11/30/2006 04:53P

T. In addition to the above powers, the Board of Directors shall act and perform the functions of the Committee for Design Review referenced in the Covenants, Conditions and Restrictions Including Design Regulations on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana, and shall have all of the powers, duties, obligations and responsibility set forth in said document.

### **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 health, safety and welfare of the owners of the property, their guests and invitees and for the improvement of the maintenance of the common areas open spaces and park areas, to include common road maintenance and utility line maintenance, landscape maintenance in common areas and in parks, property liability insurance, Association employees' wages, mailing costs, common signage, common utility expenses and traffic control signs, and other related expenses incurred on behalf of the Association as further described hereafter.

The annual assessments provided for herein shall commence as to all lots subject to assessment on the 1st day of the month following the conveyance of the first lot by the developer to any third party or entity.

There shall be two classes of assessments allowable under these Bylaws:

(I) Capital assessments, and (2) Operating assessments.

Capital assessments shall be for the purpose of acquiring, replacement, or the construction of new facilities, or the major repair or renovation or existing facilities.

Operation assessments shall be for the purpose of sustaining day-to-day activities of the Association, including maintenance of real property including open space, common areas and parks, maintenance of common landscaping, minor repairs, accounting for the association, common utility expense, liability insurance and other ordinary expenses.

The Board of Directors shall have the final authority to determine under which general heading to make various assessments. Further, the Board may make assessments in either or both categories on each person or persons or entity having a membership interest.

The Board of Directors must first obtain the approval of at least fifty-one percent (51%) of the membership interests before taking the following action:

- A. Making any assessment for a capital improvement costing in excess of \$1,000.00.
- B. Mortgaging, encumbering, or otherwise disposing of any property of the corporation, whether real or personal, in excess of the amount of value of \$1,000.00.
- C. Making any assessment to make up a deficiency in insurance proceeds.
- D. Electing not to rebuild any corporation structure destroyed or rendered incapable of continued use.

Assessments shall be made on an annual basis on the 1st day of January to and including the 31st day of December of each year and notice thereof shall be mailed by the Secretary of the Board to each member at his address of records.



All assessments become due ten (10) days after the date of mailing and must be paid within thirty (30) days of the said due date, after which they will become delinquent. The Board shall have authority to impose reasonable interest charges and penalties on amounts which are overdue. Any assessment not paid within thirty (30) days as set forth above shall bear interest at the maximum amount allowed by law. The Association may bring an action against the owner personally obligated to pay the assessment, or foreclose a lien filed against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use or abandonment of his tract.

All assessments shall be based upon the total number of tracts within the boundaries of the subdivision at the time of such assessment. The assessments must be made on a pro-rata basis equally against all of the said lots, tracts, and parcels, including those owned by the developer.

### **ARTICLE X**

### **BUDGETS**

On or before September 30th of each year, the Board shall prepare and mail to each member a budget for both capital and operating expenses for the forthcoming calendar year. The two budgets shall be divided by the total number of tracts in the subdivision at the time, and assessments shall be made against each membership interest on the basis of such division. 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 of the end of the fiscal year.

### **ARTICLE XI**

### LIENS FOR ASSESSMENTS AND FORECLOSURES

All sums assessed, but unpaid for either capital or operating assessments, shall constitute a lien against any tract where the said assessment remains unpaid after three (3) months following the date when the same became delinquent, as set forth in paragraph IX above. Such lien shall be superior to all other liens and encumbrances, except for tax and special assessment liens placed by a statutory authority, other statutory liens, and the lien of any first mortgage or a first trust indenture of record.

To evidence such liens, the Association shall prepare a written notice of lien assessment, setting forth the amount of such unpaid indebtedness, the amount of the accrued interest, the late charges thereon, the name of the owner of the tract and a description of the of real property. Such notice shall be signed and verified by the Chairman of the Board of Directors and shall be recorded in the office of the County Clerk and Recorder. Such lien shall attach from the date of the recording of such notice. Such lien may be enforced by the foreclosure of the defaulting membership interest by the Association in like manner as a mortgage on real property as otherwise provided by law upon the recording of a notice or claim thereof. In any such proceedings, the owner shall be required to pay the costs, expenses, and attorney's fees incurred for filing a lien, and in the event of foreclosing proceedings, additional costs, all expenses, and reasonable attorney's fees incurred.

### ARTICLE XII

### **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 proxy. A quorum shall consist of fifty percent (50%) 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 XIII**

### **VOTING INTEREST**

Whenever any tract is owned or leased by two or more persons or by an entity or contains a townhome comprised of various owners, 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 a dispute and for the time such interest is in dispute, it shall have no voting rights.

### **ARTICLE XIV**

### **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 XV**

### **BOARD MEMBERS**

The Board of Directors shall be three (3) persons. The initial Board shall be three (3) persons. At least one (1) Director shall be a resident of Gallatin County, Montana.

Until December 31, 2015, or until two-thirds of the tracts have been sold and title transferred to Owners, whichever occurs first, 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 Covenants, Conditions and Restrictions Including Design Regulations and these Bylaws. By express written declaration, the initial directors 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 XVI**

### TERMS AND REPLACEMENT

The terms of office for members of the Board shall be three (3) years. Positions on the Board of Directors shall be filled in the manner hereinafter described. At the first annual meeting of the Association, the members shall elect by majority vote the three members of the initial Board. Immediately following each tri-annual meeting of the Board of Directors, the members by majority vote shall elect a new Board of Directors, as provided in Article VI, cumulative voting being allowed.

Any vacancy created by resignation shall be filled immediately by appointment by the remaining Board members. Such appointment must be approved by a majority of the members of the Association at the next meeting of the Association, whether general or special. If the appointment is not approved, then the members shall fill the vacancy by a majority vote. At any time and for any reason that a vacancy occurs on the Board and an agreement cannot be reached on a successor, then such vacancy shall be filled by the membership interest at large at a special meeting held for that purpose. At such election any membership interest may nominate candidates from the floor and voting shall be by ballot and each membership interest shall have one (I) vote. The person receiving the highest number of votes shall be deemed to be elected to the vacant position on the Board of Directors.

At any meeting, whether general or special, any one or all of the members of the Board may be removed and replacements elected upon a majority vote of the total membership interests outstanding and eligible to vote at that time.

## Shelley Vance-Gallatin Co MT MISC 133.00

### **ARTICLE XVII**

### 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.

Notwithstanding the foregoing, the Board of Directors itself shall be the Committee for Design Review as provided in Article VIII. T. above.

### **ARTICLE XVIII**

### **INSURANCE**

The Board shall 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 XIX**

### **COVENANTS**

No acts by the Association or by the Board of Directors shall be contrary to the Declaration of Covenants and Restrictions Including Design Regulations for The Legends at Bridger Creek Subdivision and/or the Party Wall Agreement for the Legends Townhome Owners Association (hereinafter collectively "Declaration of Covenants") on file with the Clerk and Recorder of Gallatin County, Montana, and amendments thereto. In the event of any conflict between these bylaws and the Declaration of Covenants, the Declaration of Covenants shall be superior to these bylaws. The Declaration of Covenants shall remain in full force and effect. 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 including Design Regulations.

### **ARTICLE XX**

### **OFFICERS**

The Board of Directors shall appoint a secretary for the Association. The Board of Directors may, at its discretion, appoint additional officers to generally supervise and control the business of this corporation and delegate certain powers, duties and responsibilities to such officers. The manner of selection, the qualifications, salaries if any, the term of office, the method of removal, the scope of duties and responsibilities, and the number of such officers shall be determined by the Board of Directors.

### ARTICLE XXI

### **COMPENSATION**

Board members shall be reimbursed for any out-of-pocket expenses incurred while acting in their official capacity and may be entitled to a nominal fee for their services as members of the Board of Directors.

### **ARTICLE XXII**

### **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 XXIII**

### 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.

### **ARTICLE XIV**

### **WAIVER OF NOTICE**

Whenever any notice is required to be given to any member or director of the corporation under the provisions of these Bylaws or under the provisions of the Montana Nonprofit Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Dated 30th day of November, 2006.

### Declarant

DATED this 30th day of November, 2006.

Story Mill Partners, LLC

By:

Montana Homecrafters, Inc.

By:

Clark Sprague
Authorized Signer

STATE OF MONTANA)

: ss.

County of Gallatin

-15-



On this day of November, 2006, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Clark Sprague, Authorized Signer of Montana Homecrafters, Inc., member of Story Mill Partners, LLC, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the within instrument.

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



Notary Public for the State of Montana

Staci Card

**Printed Name** 

Residing at Bozeman, Montana

My Commission Expires: August 10, 2010

DATED this 30th day of November, 2006.

Story Mill Partners, LLC

By:

Camas Development Corp.

By:

Jeff Ø. Wetmore Authorized Signer

STATE OF MONTANA)

: SS.

)

County of Gallatin

On this day of November, 2006, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Jeff D. Wetmore, Authorized Signer of Camas Development, Corp., member of Story Mill Partners, LLC, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the within instrument.

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





Notary Public for the State of Montana

Staci Card

**Printed Name** 

Residing at Bozeman, Montana

My Commission Expires: August 10, 2010

DATED this 30<sup>th</sup> day of November, 2006.

Story Mill Partners II, LLC

Montana Homecrafters, Inc.

Clark Sprague

Authorized Signer

STATE OF MONTANA)

: SS.

County of Gallatin

On this 30 day of November, 2006, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Clark Sprague, Authorized Signer of Montana Homecrafters, Inc., member of Story Mill Partners II, LLC, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the within instrument.

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



Notary Public for the State of Montana

Staci Card

**Printed Name** 

Residing at Bozeman, Montana

My Commission Expires: August 10, 2010

DATED this 30 day of November, 2006.

Story Mill Partners II, LLC

By:

La Plata, Inc.

Ву:

Stephanie Stranahan Authorized Signer

STATE OF MONTANA)

: SS.

County of Gallatin

On this day of November, 2006, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Stephanie Stranahan, Authorized Signer of La Plata, Inc., member of Story Mill Partners II, LLC, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the within instrument.

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

SEAL OTARIAL \*\*

Notary Public for the State of Montana

Staci Card

Printed Name

Residing at Bozeman, Montana

My Commission Expires: August 10, 2010

THIS DOCUMENT PREPARED BY:

Hillary S. Prugh Angel, Coil & Bartlett 125 W. Mendenhall Bozeman, MT 59715 (406)586-8949

-18-

### EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 1, Lots 1, 2, 4, 5, 6, 7 and 8 in Block 2 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 in Block 3 of The Legends at Bridger Creek Subdivision, City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk & Recorder, Gallatin County, Montana. (Plat Reference: J-417)

2249809 Page: 19 of 19 11/30/2006 04:53P