

Send Original to:
City of Bozeman
Department of Community Development
P.O. Box 1230
Bozeman, MT 59771

2780433

Page: 1 of 5 07/08/2022 10:46:37 AM Fee: \$40.00
Eric Semerad - Gallatin County, MT MISC

NOTICE OF COVENANTS, CONDITIONS, AND DEED RESTRICTIONS RELATING TO PUBLIC INFRASTRUCTURE FOR NORTHWEST CROSSING PHASE I MAJOR SUBDIVISION

NOTICE IS HEREBY GIVEN to all current owner(s) and potential purchasers of land within the Northwest Crossing Phase 1 Major Subdivision and future phases of Northwest Crossing, that the final plat of the Northwest Crossing Phase 1 Major Subdivision was approved by the Bozeman City Commission and includes the following requirements, which must be met prior to subsequent subdivision or other development application approval of any Lot or Block in the portion of the Northwest Crossing Major Subdivision encumbered by this deed restriction as further described at paragraph 3 below:

1. Reduce the size of or remove the existing stormwater pond located in the Park 2 parcel of the Northwest Crossing Phase I Major Subdivision as depicted on Exhibit A or provide alternate stormwater facilities or solutions that are acceptable to the City of Bozeman, meet City of Bozeman design requirements, and comply with the Northwest Crossing Subdivision Park Master Plan in place at the time of subsequent subdivision or other development application approval; and
2. The Temporary Stormwater Facility Easement, as required by condition of approval number 24 in the preliminary plat findings of fact for Northwest Crossing Subdivision Phase 1, must be released and owners must record any necessary permanent Stormwater Facility Easement(s) required by the City of Bozeman; and
3. The portion of the Northwest Crossing Phase 1 Major Subdivision encumbered by this deed restriction are legally described as:

RESTRICTED LOTS 6, 8, 9 & 10 AND LOTS 2, 3, 4 & 5 OF THE FINAL PLAT OF NORTHWEST CROSSING SUBDIVISION – PHASE 1, TRACT 5 OF THE CERTIFICATE OF SURVEY No. 2552, SITUATED IN THE NE1/4 OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN, CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA

and depicted on Exhibit B (herein, the “Deed Restricted Property”).

Northwest Crossing
Notice of Deed Restriction Relating to Public Infrastructure

THEREFORE, BE ADVISED, that any subsequent subdivision approval or other development application approval for the Deed Restricted Property is prohibited unless and until the requirements described in this Deed Restriction are completed and accepted by the City of Bozeman.

END OF NOTICE EXCEPT FOR SIGNATURES

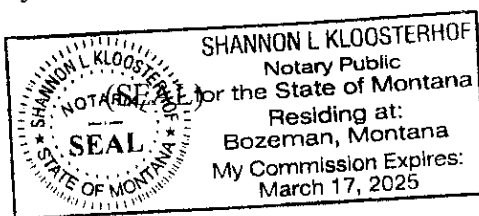
THE CITY OF BOZEMAN


Anna Bentley, Interim Director
City of Bozeman Community Development

STATE OF MONTANA)
:SS
County of GALLATIN)

On this 6th day of July, 2022, before me, a Notary Public for the State of Montana, personally appeared Anna Bentley, known to me to be the person described in and who executed the foregoing instrument as Interim Director of the City of Bozeman Department of Community Development, whose name is subscribed to the within instrument and acknowledged to me that they executed the same for and on behalf of said City.

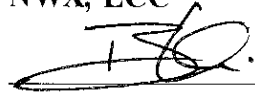
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Shannon L Kloosternhof
Shannon L Kloosternhof
(Printed & Signed name)
Notary Public for the State of Montana
Residing at Bozeman
My Commission Expires: 3.17.2025
(Use four digits for expiration year)

The owner of the Deed Restricted Property consents to this Notice of Covenants, Conditions, and Deed Restrictions Relating to Public Infrastructure of Northwest Crossing Subdivision Phase 1 Major Subdivision.

NWX, LCC



Bryan Klein, Manager
NWX, LLC

STATE OF MONTANA)

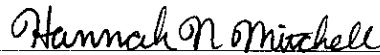
:SS

County of GALLATIN)

On this 3 day of June, 2022, before me, a Notary Public for the State of Montana, personally appeared Bryan Klein, known to me to be the person described in and who executed the foregoing instrument as Manager of NWX, LLC, whose name is subscribed to the within instrument and acknowledged to me that they executed the same for and on behalf of said City.

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

(SEAL)



Hannah N Mitchell
(Printed & Signed name)

Notary Public for the State of Montana

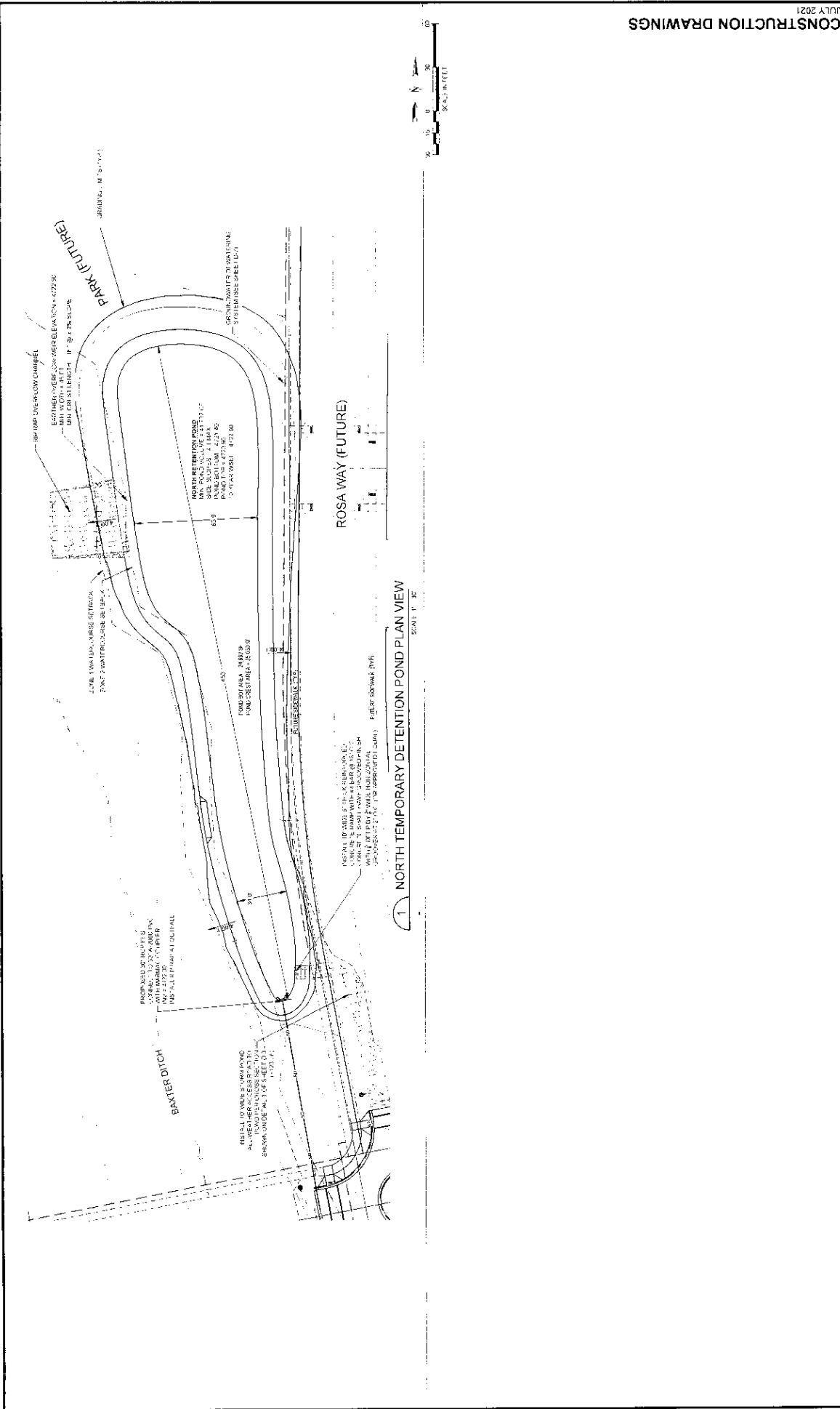
Residing at Bozeman

My Commission Expires: March 1 2025

(Use four digits for expiration year)



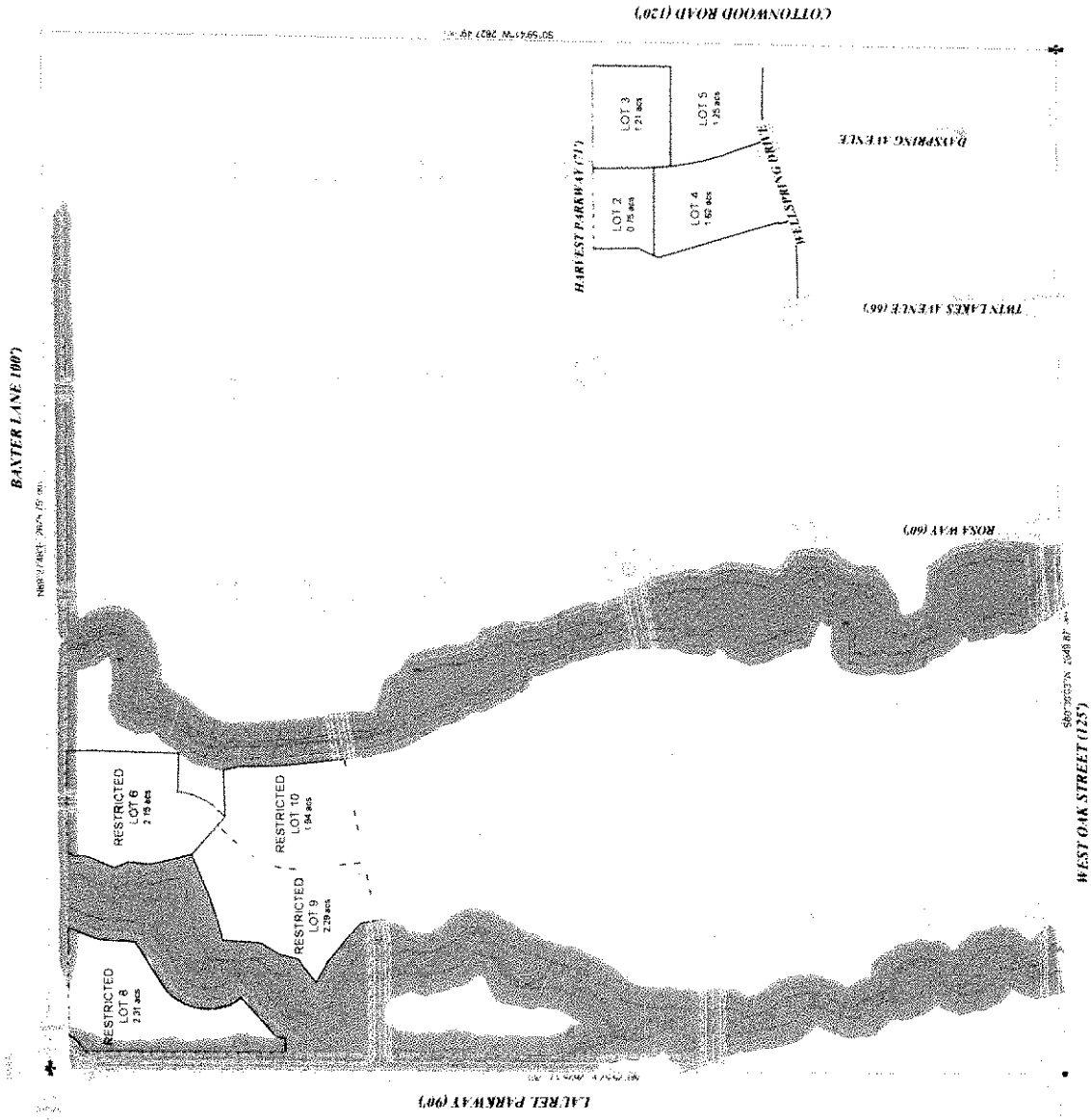
Exhibit A



PROJECT NUMBER: 2780433
 SHEET NUMBER: 4
 DRAWING NUMBER: D-6

<p>DATE: 07/08/2022 DRAWN BY: JEL CHECKED BY: JEL DATE: 07/08/2022 PROJECT: 2780433</p>	<p>Morrison Maierle ENGINEERS & ARCHITECTS 2801 Technology Blvd West Bozeman, MT 59718 (406) 581-8077 www.mmaierle.com CONSTRUCTION</p>	<p>BOZEMAN</p> <p>NORTHWEST CROSSING SUBDIVISION - PHASE 1 INFRASTRUCTURE IMPROVEMENTS</p> <p style="text-align: right;">MONTANA</p>	<p>STORM POND DETAILS</p>
<p>PROJECT NUMBER: 2780433 SHEET NUMBER: 4 DRAWING NUMBER: D-6</p>			

Exhibit B



<p>Morrison Maierle engineers, landscape architects, planners, contractors</p>		2865 Technology Blvd (2nd Floor) Bozeman, MT 59719 406.381.0271 www.mma.com	(OWNER) BY: [Signature] (DRAWN BY) [Signature] (DATE) 09-15-2022	BOZEMAN NORTHWEST CROSSING SUBDIVISION PHASE 1	PROJECT NO. 2022.005.00
DEED RESTRICTED PROPERTIES			FIG. 1		

J-711

After recording return to:
NWX, LLC
P.O. Box 4082
Bozeman, MT 59772

2780436

Page: 1 of 51 07/08/2022 10:46:37 AM Fee: \$418.00
Eric Semerad - Gallatin County, MT MISC



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR NORTHWEST CROSSING SUBDIVISION
PHASE 1 COMMERCIAL/MULTI-FAMILY DEVELOPMENT
(GOVERNING B2M/REMU LOTS 1 THROUGH 14)**

This Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Northwest Crossing Subdivision Phase 1 Commercial Development (“Declaration”) is made this ____ day of _____, 2022 by NWX, LLC, a Montana limited liability company (the “Declarant” as further defined in Paragraph 2.6 of this Declaration).

WHEREAS Declarant is the owner of the real property described in Exhibit A (the “Property”) known as the Northwest Crossing Subdivision Phase 1, a portion of which (B2M/REMU Lots 1-14) described on Exhibit A as the Commercial Development, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to the declarations, limitations, covenants, conditions, restrictions, and easements contained in this Declaration, all of which are imposed as equitable servitudes pursuant to the master plan for the development of the Commercial/Multi Family Development and the Property.

NOW THEREFORE, Declarant hereby declares that the Commercial Development shall be subject to all of the limitations, covenants, conditions, restrictions and easements of this Declaration.

ARTICLE 1 – PURPOSE AND OWNERSHIP

1.1 The purpose of this Declaration is to establish a general plan or scheme of development and use of the Commercial Development and the Property, which is intended to maintain or enhance the character and value of such property.

1.2 The provisions of this Declaration are intended to be covenants that run with the land in accordance with the provisions of Sections 70-17-201 through 72-17-203 of the Montana Code Annotated, and any successor statutes of similar effect, and are binding upon Declarant and its successors and assigns, the Association, and all parties having or acquiring any right, title, or interest in or to any part of the Commercial Development.

1.3 The Commercial Development that is subject to this Declaration is located in Bozeman, Gallatin County, Montana, and is solely owned by the Declarant as of the date of this Declaration.

1.4 For purposes of this Declaration, the term "Owner" shall mean any person or entity which is the record owner of fee simple title of any Lot, including buyers under a contract for deed, but excluding any entity or person who holds such interest as security for the payment of an obligation, other than a contract seller, mortgagee, beneficiary or other security holder in actual possession of a Lot. If more than one person or entity is the record owner of a Lot and/or if any Lot contains multiple units, then such co-owners and/or unit owners shall be treated as a single Owner with respect to the rights and liabilities associated with such Lot. The term "Owners" means more than one Owner, as provided herein.

ARTICLE 2 – DEFINITIONS

2.1 **Annexed Property** has the meaning given in Paragraph 7.4.

2.2 **Association** means all of the Owners acting as a group and in accordance with this Declaration, also referred to as the Northwest Crossing Commercial Owners Association, and any successor thereto. The Association will be formed before any properties in the Commercial Development are sold.

2.3 **Board** means the Board of Directors of the Association as more particularly described in Paragraph 3.2.

2.4 **Common Expenses** has the meaning given in Paragraphs 3.2 and 5.3.

2.5 **Community** for the purpose of this Declaration means the Northwest Crossing Subdivision master planned community, development and neighborhood as a whole, including the Residential Development and Common Open Spaces, the Commercial Development Multi-Family and Neighborhood Commercial Center, parks, wetlands, trails and pedestrian systems, services and amenities, business, social and recreational opportunities, located within the Property and the surrounding area, and the associated community character and community lifestyle, known as "Northwest Crossing" or "NWX", Bozeman, Montana.

2.6 **Declarant** means NWX, LLC, a Montana limited liability company, and its successors and assigns. Both successors and assigns to the Declarants rights hereunder shall always be deemed to be included within the term "Declarant," whenever and however such term is used in the Declaration. No party other than NWX, LLC, shall exercise the rights and privileges of the Declarant unless such party receives from the then-existing Declarant and records in the office of the Clerk and Recorder of Gallatin County, Montana, a written instrument expressing assigning such declarant's rights and privileges.

2.7 **Declarant Control Period** means the period of time commencing with the recording of this Declaration with the office of the Clerk and Recorder of Gallatin County, Montana, and ending on the earlier of (i) when the Declarant determines, in an instrument recorded with the office of the Clerk and Recorder of Gallatin County, Montana, that all of the Lots (including any Lots which may ultimately be annexed into and become part of the Commercial Development) have been sold or conveyed to persons or entities other than Declarant or its affiliates, or (ii) any earlier date on which Declarant, in its discretion, records an instrument with the office of the Clerk and Recorder of Gallatin County, Montana, specifying that the Declarant Control Period has ended.

2.8 **Building Design Guidelines** shall mean and refer to the Northwest Crossing Site and Commercial/Multi-Family Building Design Guidelines, including the design standards, required review process and fees, as amended from time to time by the Declarant, the Board of Directors, or the Architectural Review Committee. The current version of the Building Design Guidelines is attached as Exhibit C.

2.9 **Lot** shall mean the B2M/REMU Lots 1-14 of the Northwest Crossing Subdivision, Phase 1, as may be later amended, annexed or withdrawn by the Declarant, pursuant to this Declaration. As used herein, the term “Lot” shall not include Common Open Spaces, lots within the Residential Development, or other tracts which are designated on the plat for the Property.

2.10 **Owner** or **Owners** has the meaning given in Paragraph 1.4.

2.11 **Percentage of Interest** means each Owner's percentage share of Common Expenses based on the Owner's percentage of ownership interest in the Commercial Development. The Percentage of Interest initially assigned to each Lot is reflected on the attached Exhibit B. The Percentage of Interest may change in the event of annexation of additional real property or Lots or withdrawal of real property of Lots owned by Declarant pursuant to Paragraphs 7.5 and 7.6, respectively.

2.12 **Property** means all of the real property located in Gallatin County, Montana, and described on Exhibit A, known as the Northwest Crossing Subdivision Phase 1, along with any property subsequently annexed or otherwise subjected to this Declaration, including the Residential Development, Commercial Development and Common Open Space within the Property.

2.13 **Residential Development** shall mean and refer to the part of the Property more particularly described on Exhibit A. The Residential Development and associated Common Open Spaces is not part of the Commercial Development subject to this Declaration.

2.14 **Rules and Regulations** means the specific rules, regulations, and policies that may be adopted by the Board of Directors from time to time for the governance, operations and management of the Commercial Development and the Property.

ARTICLE 3 – PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS

3.1 **Membership.** Each Owner in the Commercial Development shall, by acceptance of a deed or conveyance to such Lot or any portion thereof, automatically become a member of the Association and shall remain a member for the period of the Owner's ownership of a Lot. For purposes of membership in the Association, all co-owners and/or unit owners of a Lot shall be treated as a single Owner as described in paragraph 1.4. Membership in the Association may not be transferred separately from the fee simple title to a Lot or any portion thereof. Upon becoming an Owner, the Owner shall furnish to the Association a copy of the recorded instrument vesting that person with the interest required to make such person a member of the Association. Each such member at the same time shall give a single name and address to which notices to such member may be sent, as well as an e-mail address and telephone number by which that person can be contacted. In the event of any change in the facts reported in the

original written notice, including any change of ownership, the member shall give a new written notice to the Association containing all of the information required to be contained in the original notice. As against any member of the Association, and any person claiming by, through, or under such member, the Association may, but shall not be obligated to, rely, for any and all purposes, on the information reflected in the most recent written notice furnished with respect to such member. In no event will the Association have any obligation to investigate into the address or contact information of any member.

3.1.1 **Function of the Association.** The function of the Association shall be to:

3.1.1.1 Elect the Board of Directors as provided herein.

3.1.1.2 Approve any changes to this Declaration as provided herein.

3.1.2 **Voting.** In any matter to be determined by the members of the Association, each Owner shall be entitled to cast one vote for each Lot owned. Any Owner shall be entitled to provide his proxy, for all purposes, to another Owner. If a Lot has more than one owner, the owners of that Lot shall nominate in writing a single person to cast their vote and in no event shall the vote with respect to any Lot exceed the total of one (1) vote per Lot as herein provided. Such written nomination shall be signed by all co-owners of the Lot. In the absence of a written nomination signed by all co-owners of the Lot, no voting by that Owner shall be permitted. Unless expressly provided otherwise herein, all actions of the Association shall be by majority vote.

3.2 **Board of Directors.** The Association shall be governed by a Board of Directors as provided herein.

3.2.1 **Composition of Board.** The Board of Directors shall consist of three Lot Owners members. So long as Declarant owns at least one Lot, it shall select one member of the Board of Directors in its sole discretion. The remaining members of the Board of Directors shall be elected by a majority vote of the Owners. All directors must be Owners or an agent or representative of an Owner.

3.2.2 **Function of Board.** It shall be the function of the Board to:

3.2.2.1 Make provisions for the general management, repairs, and maintenance of the Common Open Spaces, and any other provisions for the benefit of the Association.

3.2.2.2 Levy and collect assessments as provided for herein.

3.2.2.3 Enter into contracts to hire personnel for the management of the affairs of the Association and Common Expenses as deemed necessary in the sole discretion of the Board.

3.2.2.4 Enter into contracts and negotiate and accept easements for the benefit of the Association.

3.2.2.5 Manage the affairs of, and take action for, the Association, except where the vote of the Lot Owners or consent of the Declarant is specifically required by this Declaration or applicable law.

3.2.2.6 In addition to the Building Design Guidelines, it is intended that the Board of Directors may make, amend, and repeal Rules and Regulations from time to time that apply to the Commercial Development, Lots, Lot Owners, and their tenants, employees, customers, licensees, guests and invitees on the Property. Such Rules and Regulations may govern use of the Lots, the personal conduct of the Lot Owners and anyone entering the Property, and may govern construction and design criteria and aesthetic standards so as to further the use, enjoyment, and aesthetics of the Commercial Development for the Lot Owners. Such Rules and Regulations may also establish enforcement mechanisms, including penalties for violation thereof. Following adoption, amendment, or repeal of any Rules and Regulations, the Board of Directors shall provide Lot Owners with notice thereof. Copies of all such Rules and Regulations shall be furnished to all Lot Owners upon request. Notwithstanding anything to the contrary herein, the Board of Directors shall not adopt any rules or regulations that adversely affect the Declarant without the Declarant's prior written consent.

3.2.3 Operation of Board.

3.2.3.1 During the Development Period, Association decisions and action shall be made by Declarant. Thereafter, Association decisions shall be made by the Board of Directors.

3.2.3.2 Unless expressly provided otherwise herein, all decisions and action of the Board of the Directors shall be by majority vote.

3.2.4 Assessments and Collection. Each Owner, by accepting deed to or contract for deed for a Lot within the Commercial Development, whether or not specially so expressed in said conveying instrument, shall be deemed to covenant, agree, and shall be bound to pay assessments established pursuant to the provisions of this Declaration, which will include regular annual assessments and special assessments for general Association operating funds, capital improvements, maintenance

(including snow removal), repairs, improvements, weed control, reserve fund, insurance, and other expenses of the Commercial Development and Property which the Board of Directors deems are of common use and benefit to each Lot Owner ("Common Expenses") or are required under section 3.2.5 or 5.3. Assessments, whether special or regular, shall be set by a resolution of the Board of Directors and may be collected on a monthly, quarterly, or yearly basis, together with interest, costs, and reasonable attorneys' fees incurred in the enforcement of the provisions of this article.

- 3.2.5 **Other Common Expenses.** Common Expenses shall also include costs and reserves (if appropriate) incurred by the Association in connection with maintaining areas outside of the Commercial Development as may be required by the City of Bozeman, Montana, or any other governmental agency with jurisdiction. Common Expenses shall also include any obligations of the Association, and the Association's share, of any costs or expenses incurred in regard to shared development costs and expenses, or other shared expenses of the Property and by Agreement with the Residential Development. Such expenses may include street lighting, maintenance and upkeep of the water features and wetlands of the Project, shared expenses of landscaping and maintaining the Commercial Development, landscaping and maintaining the streets and medians (including snow removal), maintenance and upkeep of any shared facilities or improvements, if any, and all expenses associated with utilities and water infrastructure, except for any such facilities or infrastructure maintained by the City of Bozeman.
- 3.2.6 **Community Association Manager.** Together with the Northwest Crossing Residential Owners Association, the Association shall jointly designate a Community Association Manager ("CAM"). The function of the CAM is to support and enhance a sense of community for residents of the Community and promote a thriving Neighborhood Commercial Center for the benefit of the Community as a whole. The CAM may provide media and marketing for the Community, maintain a website and social media accounts and content for the Community, produce marketing video productions and other advertisements for the Community; promote and organize Community events and activities in the Neighborhood Commercial Center and other public areas of the Property, which may include art shows, holiday and social events, concerts, farmers markets, etc. The Association shall collect the designated assessment amount from each Lot Owner as herein provided for payment to the CAM. The CAM will initially be the Declarant, or designee of the Declarant, until the Association and Residential Association jointly designate a successor

professional CAM. In addition to the CAM assessments, the CAM shall be reimbursed by the Associations, proportionately relative to each Association's respective share of the CAM assessment. The CAM shall not use the CAM assessment, or seek reimbursement, for expenses to market the sale of Lots. The CAM is permitted to include in Community promotion materials, weblinks or other contact information that directs to separate websites or information about sale of Lots.

3.2.7 Regular and Special Assessments. The Board of Directors shall be entitled to levy annual regular assessments and special assessments in order to cover Common Expenses.

3.2.8 Allocation of Assessments. Except as otherwise provided, assessments for Common Expenses shall be allocated among the Lots based on the Lots' respective Percentage of Interest. However, the Association may, in its sole discretion, create a different assessment format for Common Expenses from time to time, provided that such assessments be equitable and in proportion to and not exceeding the benefits derived from the improvements by the Lot.

3.2.9 Specific Assessments.

(a) The Board shall have the power to specifically assess Association expenses against Lots receiving benefits, items, or services not provided to all Lots within the Commercial Development that are incurred for the benefit of or related to only some Lots, as determined by the Board in good faith. All such assessments shall be "Specific Assessments."

(b) Any Lot Owner or group of Lot Owners may request that the Association provide a higher level of service or special services for the benefit of such Lot(s), upon the affirmative vote, written consent, or a combination thereof, of a majority of affected Owners requesting the service. In such event, the Association, in the Board's sole discretion, may provide for the requested services. The cost of such services, if provided, shall be assessed against the Lots making the request, as determined by the Board in good faith, as a Specific Assessment on such Lot(s).

(c) Community Association Management. Upon issuance of a certificate of occupancy for any building on a Commercial Lot and annually thereafter, the Lot Owner shall pay an annual assessment amount based on gross square footage of such building(s), for payment of the Northwest Crossing Commercial Owners Association's share of the Community Association Manager. The initial annual community association assessment is calculated based on the rate of \$0.25 per square

foot. The annual assessment rate amount is subject to periodic adjustment by the CAM.

3.2.10 Assessment Period. The Board of Directors shall fix the amount of the regular annual assessment against each Lot annually, by resolution, at the time and manner deemed appropriate by the Board of Directors. Special and specific assessments shall be levied by resolution of the Board of Directors at the time and in the manner deemed appropriate by the Board of Directors. An assessment period shall consist of a calendar year.

Upon an Owner purchasing a Lot, liability for regular, special and specific assessments shall be prorated on a daily basis to the extent of the number of days remaining from date of purchase in any assessment period. Said proration shall be based on a 365 day year.

3.2.11 Assessment Due Date. Written notice of any assessment shall be sent to every Owner subject thereto. Such notice shall include a due date for the payment of the applicable assessment, which date shall be no less than ten (10) business days after the date the notice is sent.

3.2.12 Lien. Assessments as provided herein shall be a charge on each Owner's Lot and shall be a continuing lien against said Lot. Said assessment, together with any interest, costs, and reasonable attorneys' fees incurred in collection of the same, shall also be a personal and individual obligation and debt of the Lot Owner thereof. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, deed of trust or trust indenture. The sale or transfer of any Lot shall not affect the assessment lien whether such lien arises prior to such sale or transfer, or thereafter becomes due. However, the sale or transfer of any Lot pursuant to foreclosure proceedings of such first mortgage, deed of trust or trust indenture, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, but shall not relieve such Lot from liability for any assessments thereafter accruing or becoming due or from the lien thereof.

3.2.13 Nonpayment/Remedies. Any assessment not paid by the applicable due date established in the notice shall bear interest from the due date at a rate equal to the lesser of 10% per annum or the maximum annual percentage interest rate allowed under Montana law. On behalf of the Association, the Board of Directors may bring suit to recover a money judgment for unpaid assessments without foreclosing or waiving the lien securing the same. In addition to the amount of the assessment and any interest thereon, in the event of any such suit or collection activities, the Association shall be entitled to all attorneys' fees and costs incurred. No owner may exempt himself, herself, or itself from liability for assessments by waiver of the use or enjoyment of any Common Open Spaces or by abandonment of such Owner's Lot.

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

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

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

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

3.3 **Meetings.** The manner and time for holding meetings of the Board and/or Association shall be at the time, place, and manner as published by the Board. The Board of Directors, however, is authorized to act by resolution or written consent and there is no obligation that Board or Association meetings be held.

ARTICLE 4 – RESTRICTIONS

4.1 Use Restrictions.

4.1.1 Lots shall be used only for such commercial and multi-family use in compliance with the conditions of approval of the Commercial Development by City of Bozeman, Montana, the approved Master Plan for the Property, and any zoning or applicable regulations of the City of Bozeman, including the Unified Development Ordinance. The use of any Lot shall be further limited and subject to compliance with and restrictions, limitations or requirements shown or listed on any recorded plat map for the Property, this Declaration, the Building Design Guidelines, the Rules and Regulations, and any other approved governing documents of the Property, the Project or the Association, as the same may be duly amended or supplemented. The Declarant, during the Declarant Control Period, and the Board of Directors thereafter, shall retain the power to disapprove any use that does not meet such requirements or fit the intent of the Commercial Development.

4.1.2 No unlawful activity shall be carried on upon any Lot or upon the Common Open Spaces, nor shall anything be done by any Owner (agents, employees, tenants, customers, guests, or invitees of any Owner) which may be or become an annoyance or a nuisance to the Lot Owners. No Owner shall do or permit anything to be done or keep or permit to be kept on such Owner's Lot that will increase the rate of insurance premiums for the Commercial Development without the written approval of the Board of Directors. Each Owner who causes such an increase shall pay to the Association the increased cost of insurance premiums resulting from any activity or the maintenance of any such condition, even if approved by the Board of Directors.

4.2 Architectural and Building Restrictions.

4.2.1 Architectural Review Committee ("ARC").

During the Declarant Control Period, the Architectural Review Committee ("ARC") shall consist of the Declarant OR an ARC reviewer may be hired who is a qualified professional that has experience with commercial and multi-family development in the City of Bozeman and is familiar with the City of Bozeman UDC. Fees from each submittal will be used to hire this reviewer. The ARC shall be guided by the then current NWX Site and Commercial/ Multi-Family Building Design Guidelines

4.3 City of Bozeman Required Covenants.

4.3.1 The following conditions have been imposed on the Project by the City of Bozeman, and shall not be amended or revoked without the consent of the Owner in

accordance with the amendment procedures of this Declaration, and the City Commission:

4.3.2 Any covenant, which is included herein as a condition of plat approval and required by the City of Bozeman, may not be amended or revoked except in accordance with the amendment procedures in these covenants and consent of the City of Bozeman.

4.4 **Maintenance and Upkeep.** Each Owner shall, at such Owner's cost and expense, maintain and keep in good repair, and in safe condition, such Owner's Lot, and all building, improvement, or site maintenance within Lot boundaries (including the storage and disposal or all garbage and/or refuse) shall be the sole responsibility of the individual Owners. No Owner, through act or omission, shall impair any easement on the Property.

ARTICLE 5 – EASEMENTS

5.1 **Easements for Maintenance, Improvement, Repair, Relocation, and Replacement.** Declarant, the Association, designees of any of the foregoing and all public or private utilities shall have such easements over, under, across, and through the Commercial Development, including all Lots, as may be necessary to exercise any rights or fulfill any responsibilities, including those of installation, maintenance, repair, reconstruction, replacement, improvement, or relocation, which they or any of them are required or permitted to perform under this Declaration. These easements include, without limitation, the right of Declarant and the Association to obtain access at all times to any meters, controls, valves, pipes, utility mains, lines, utility facilities, conduits, and other improvements and equipment with respect to the private utilities located on or to which access may be gained through any Lot. Except in an emergency situation, such entry onto a Lot shall only be during reasonable hours and after notice to the Owner.

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

5.3 **Additional Easements for Other Projects.** Declarant hereby reserves unto itself (with the right to designate or assign to others) and to the Residential Development and Common Open Spaces the following easements in connection with any improvements, facilities,

or developments constructed or to be constructed by Declarant, its affiliates, or its designees in connection with or for the benefit of the Property or other projects, whether or not such improvements, facilities, or developments are made part of the Commercial Development or the Property.

5.3.1 A perpetual, nonexclusive easement for installation, utilization, tapping, tying into, extending, and enlarging all utility mains or facilities located in the Commercial Development, including connections to water, storm and sanitary sewer mains or related facilities within the Commercial Development. Declarant, its affiliate, or its designee or assign, as applicable, will pay all costs of such utilization, tapping, tying into, extending, and enlarging, and to the extent possible, will restore all areas thereby disturbed to substantially their condition immediately prior to commencement of such activities. All expenses of maintenance, repair, replacement, and resurfacing of such utility mains or facilities shall be shared by the Association and the owners of the other projects utilizing such utility mains or facilities on a proportionate and equitable basis based on the use of such utility mains or facilities.

5.3.2 A perpetual, nonexclusive easement located as determined by Declarant in, over, and upon the Lots (but not over any buildings or other buildings or structures on a Lot) and any roadways or driveways within the Commercial Development for the purposes of ingress and egress to and from and Residential Development, Common Open Space or other projects. Declarant or its designee or assign exercising such easement right, as applicable, shall be responsible for any physical damage caused to the Lots or the Common Open Spaces as a result of vehicular traffic connected with the development of other projects by Declarant or its designee or assign. If the easement is exercised for permanent access to other projects and the Association maintains roadways used for such access, then the owners of such other projects shall enter into a reasonable agreement with the Association to share the cost of maintenance, repair, or improvement of any access roadway serving such other projects.

5.4 **Declarant Right to Relocate and Add Roadways.** Declarant reserves unto itself the right to relocate, modify, improve, remove, and add roadways, driveways and access within the Commercial Development provided such changes to roadways will not unreasonably interfere with or restrict the use of any buildings situated upon a Lot or the conduct of business upon any Lot.

5.5 **Emergency, Security, and Maintenance Easement.** Public safety and other appropriate persons designated by the Board of Directors shall have the right, but not the obligation, to enter upon the Property, including any Lot, for emergency, security, and safety reasons, or to perform maintenance, repair, improvement, or reconstruction as provided herein, or to inspect for the purpose of ensuring compliance with this Declaration. This right may be exercised, without limitation, by police officers, firemen, ambulance personnel, security officers and similar emergency personnel in the performance of their duties. Except in an emergency

situation, entry onto a Lot shall only be during reasonable hours and after notice to the Lot Owner. This right of entry shall include the right of the Association, or its designees, to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event a Lot Owner fails or refuses to cure the condition within a reasonable time after request.

5.6 Specific Written Easements. Declarant may, in its sole discretion without the necessity of consent by any interested party, prepare and record a subsequent instrument to specifically define by legal description the easements created by or in accordance with this Declaration. The easements provided for herein shall in no way adversely affect any other recorded easement on the Property, except as expressly permitted herein. Nothing in this paragraph shall be construed to require the Declarant to prepare and record any subsequent instrument.

5.7 Other Easements. The Lots are subject to all easements, dedications, and rights of way granted or reserved in, on, over and under the Property as shown on the public records, including as reflected on any recorded plat map for the Property, and as otherwise provided or contemplated in this Declaration.

5.8 Amendment or Repeal. The easements and other rights reserved or granted to Declarant in this Article may not be modified, amended, or repealed without Declarant's prior written consent. Any attempted or purported modification, amendment, or repeal without Declarant's prior written consent shall be void and have no effect.

ARTICLE 6 – AMENDMENT, ANNEXATION, AND WITHDRAWAL

6.1 Amendment by Declarant. During the Declarant Control Period, Declarant may from time to time unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect on the right of any Owner (or the consent of any such Owner is obtained). Notwithstanding the foregoing, during the Declarant Control Period, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision in compliance with any applicable governmental statutes, necessary governmental registrations, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser or mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or units thereon; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots or to insure the Property or any portion thereof, including any individual Lot; (v) necessary to allow the Association to obtain insurance contemplated by this Declaration, including without limitation, property or liability insurance, at a reasonable price and on reasonable terms; or (vi) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental agency.

6.2 **Amendment by Owners.** This Declaration may be amended by (a) the affirmative vote or written consent, or any combination thereof, of at least sixty seven percent (67%) of the Owners, **and** (b) the written consent of the Declarant so long as it owns at least one Lot.

6.3 **Restriction on Amendment.** Notwithstanding any other provision in this Declaration, the percentage of voting interest necessary to amend a specific clause pursuant to Paragraph 7.2 shall not be less than the prescribed percentage required for action to be taken under that clause. To be effective, any amendment must be recorded with the office of the Clerk and Recorder of Gallatin County, Montana. If an Owner consents to any amendment of this Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant.

6.4 **Annexation.** During the Declarant Control Period, Declarant may from time to time unilaterally (a) annex any other property into the Commercial Development, and/or add Lots to the Commercial Development, or (b) subject other property or Lots to the provisions of this Declaration (collectively, the "Annexed Property"). Annexation or addition of property and Lots shall not require the consent of the Owners or the Board of Directors. Each additional tract of property or Lot shall have one (1) vote in connection with Owner and Association voting.

6.5 **Withdrawal.** During the Declarant Control Period, Declarant may from time to time unilaterally amend this Declaration for the purpose of removing property then owned by Declarant or its affiliates from the coverage of this Declaration. Any property removed from this Declaration shall be and remain subject to whatever easements, if any, are reasonably necessary for access to or operation of the Commercial Development and each Lot. Any amendment pursuant to this paragraph shall not require the consent of the Owners or the Board of Directors.

6.6 **Plat Amendment.** During the Declarant Control Period, Declarant may unilaterally amend the plat of the Commercial Development without the additional consent of any Owner or the Board of Directors; provided, however, that nothing in this paragraph allows Declarant to replat the property underlying any building or structure (*i.e.*, change a boundary line or platted easement under a building or structure) without the consent of the Owner of such building or structure.

6.7 **Merger or Consolidation.** During the Declarant Control Period, Declarant may merge or consolidate the Association with a property owners association of the same form of ownership, or restructure the Association as a sub association of a master association for the Property. Upon written request from Declarant during the Declarant Control Period, the Board of Directors and each Lot Owner shall execute such documents and take such actions as shall

reasonably be requested by Declarant to approve and effect any such merger, consolidation or restructure.

6.8 Agreement Regarding Amendments. The Lot Owners, the Association, lien holders, mortgagees, and all others acquiring any interest in or lien on the Lots, any Common Open Spaces, or any other portion of the Commercial Development shall be bound by the rights of Declarant to amend and supplement this Declaration and the plat of the Property as set forth in this Declaration, including, without limitation, in connection with any annexation of Annexed Property or removal of property from this Declaration, and their consent to such amendments and supplements is implied and agreed to by the acceptance or acquisition of any interest in or lien on the Lots, the Common Open Spaces, or any other portion of the Commercial Development. Declarant is hereby appointed the Lot Owners', the Association's, lien holders', and mortgagees' agent and attorney-in-fact to execute and record such amendments, supplements, and related documents.

ARTICLE 7 – ASSIGNMENT

Any or all of the rights and powers granted or reserved to Declarant in this Declaration or by law, including the power to approve or disapprove any act, use, or proposed action, or any other matter or thing, may be assigned by Declarant to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing and duly recorded in the office of the Clerk and Recorder of Gallatin County, Montana.

ARTICLE 8 – INSURANCE

9.1 Association Insurance. The Association shall obtain and continue in effect the following types of insurance, the premiums for which shall be apportioned among the Lot Owners in accordance with their Percentage in Interest:

9.1.1 Directors and Officers Insurance. Unless otherwise determined by the Board of Directors, a directors and officers liability and fidelity insurance policy with a limit of not less than \$1,000,000 (or such higher limit as may be determined by the Board of Directors) to insure against liability for actions taken by individuals in their capacity as officers or directors of the Association.

9.1.2 General Liability Insurance. Commercial general liability insurance on an occurrence form covering bodily injury, including death, and property damage with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and including coverage for personal injury, products and completed operations and contractual liability. Such insurance shall cover and indemnify the Association, the Board of Directors, and each director, officer, and employee of the foregoing against liability for all tort claims arising out of or relating to the Association's ownership, operation, use, and maintenance of the Common Open Spaces; and such policy shall

name the Declarant as an additional insured during the Declarant Control Period. Such policy also may include, where available, the Lot Owners as additional insureds; provided, however, that such insurance is not intended to contribute to or be in lieu of any individual Lot Owner's liability policies required to be carried by each Lot Owner as stipulated below and under which each Lot Owner's liability insurance shall be primary for each respective Lot Owner.

9.2 **Owner Insurance.** Each Owner shall be responsible for procuring and maintaining insurance coverage deemed appropriate by that Owner with respect to that Owner's real and/or personal property and liability. The Association shall have no obligation and shall not procure or maintain any insurance coverage covering the real and/or personal property and liability of a Lot Owner or that Owner's family members, guests, or invitees.

ARTICLE 9 – ENFORCEMENT

10.1 **Interested Parties.** Any Owner, the Association through its Board of Directors, and/or the Declarant during the Declarant Control Period shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by an Owner, the Association, and/or the Declarant to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 10 – MISCELLANEOUS

11.1 **Severability.** Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

11.2 **Benefit.** Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Association, and each Lot Owner, and the heirs, estates, personal representatives, successors, and assigns of each.

11.3 **Warranties.** Declarant does not make any, and expressly disclaims all, warranties or representations concerning the Property, the Lots, the Declaration, or deeds of conveyance except as specifically set forth therein and no one may rely upon such warranty or representation not so specifically expressed therein.

11.4 **Taxation.** Each Lot shall be considered a separate parcel of real property and shall be separately assessed and taxed.

11.5 **Notices.** All notices required or permitted to be given or delivered under this Declaration shall be deemed to have been given or delivered when either: (a) deposited in the certified United States mail, postage pre-paid to the addresses provided in Paragraph 3.1, rejection or refusal to accept or inability to deliver due to changed address of which no notice was given shall be deemed receipt; or (b) delivered personally to a director of the Association, Declarant, or a Lot Owner.

11.6 **Gender.** Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

11.7 **Conflicts.** In the event that there is any conflict or inconsistency between or among the provisions of Montana law, this Declaration, and any Rules and Regulations promulgated hereunder, the provisions of Montana law, the Declaration, and the Rules and Regulations (in that order) shall prevail.

11.8 **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Declaration, any liability or claims against the Declarant shall, except in connection with any express written warranty of Declarant, be strictly limited to Declarant's then-existing interest in the Property, and in no event shall any recovery or judgment be sought against any of Declarant's other assets (if any) or against any of Declarant's or its affiliates' owners, managers, members, partners (or their constituent members or partners), or any manager, director, officer, employee, or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any special, consequential, indirect, treble (or other multiplier), or punitive damages.

11.9 **Governing Law.** This Declaration shall be governed and interpreted in accordance with the laws of the State of Montana.

11.10 **No Subdivision of Lots.** No Lot shall be subdivided, partitioned, aggregated, or be subject to a boundary line adjustment without the prior written consent of the Declarant during the Development Period and thereafter the Association. No private covenants and no Condominium Association shall be created, and no amendment of any governing document of any Condominium Association shall be effective without the prior written consent of the Declarant during the Declarant Control period, and thereafter the Association.

11.11 Nothing in this paragraph shall be construed to restrict or limit the Declarant's right to partition, aggregate, or subdivide any existing Lot, subject to the approval of the Bozeman City Commission.

11.12 **Attorneys' Fees.** In the event that any action or proceeding is brought for the enforcement of this Declaration or as the result of any alleged breach, the prevailing party or parties shall be entitled to be paid all associated costs, including reasonable attorneys' fees by the

losing party or parties. In addition, the prevailing party or parties shall be entitled to recover all fees, costs, and expenses incurred in connection with such action or proceeding, including without limitation, any post-judgment fees, costs or expenses incurred on any appeal or in collection of any judgment, and any judgment or decree rendered shall include the same in the award.


11.13 Noxious Weeds. The control of noxious weeds by the Association on those areas for which the Association is responsible and the control of noxious weeds by individual Owners on their respective Lots shall be as required by the Montana Noxious Weed Control Act (§ 7-22-2101, MCA through § 7-22-2153, MCA as amended) and the rules, regulations and management plans of the Gallatin County Weed District. Both unimproved and improved Lots shall be managed for noxious weeds. In the event an Owner does not control the noxious weeds after 10 days' notice from the Association, the Association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the Lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment. The Association is responsible for control of state and county declared noxious weeds in the Community parks, open spaces, Community areas, trails, and roadways. Nothing herein shall require or obligate the Gallatin County Weed District to undertake any management or enforcement on behalf of the Association or Owners that is not otherwise required by law of the Gallatin County Weed District Management Plan.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration this 3rd day of June, 2022.

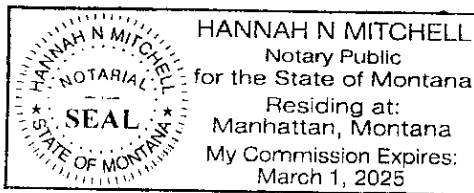
DECLARANT:

NWX, LLC

By: 
Bryan Klein, Its Managing Member

STATE OF Montana)
:SS
COUNTY OF Gallatin)

This instrument was acknowledged before me on **3 June 2022** by Bryan Klein as the managing member of NWX, LLC, a Montana limited liability company. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Hannah N Mitchell
Notary Public for the State of Montana
My commission expires: March 1 2025

EXHIBIT A

**Legal Descriptions of “Property”
“Residential Development” and
“Commercial Development”**

“Property”

Northwest Crossing Subdivision - Phase 1, being the NE ¼ of Section 4 also known as Tract 5 of Certificate of Survey No. 2552; situated in the NE ¼ of Section 4, Township 2 South, Range 5 East, Principal Meridian, City of Bozeman, Gallatin County, Montana, more particularly described as follows:

Beginning at the Northeast Corner of Section 4 as described in Certified Corner Record Book 2, Page 261 doc. # 154636 and Book 4, Page 276 doc # 2412303, also being the Southeast Corner of Tract 1 of Certificate of Survey No. 2553, **the Point of Beginning**; thence S.0°59'41”W. along the line between Section 4 and Section 3 a distance of 2627.49 feet to the East ¼ Corner of Section 4 as described in Certified Corner Record Book 2, Page 251 doc. # 153209; thence S.89°30'03”W. along the mid-section line of Section 4 a distance of 2649.87 feet to the Center ¼ Corner of Section 4 as described in Certified Corner Record Book 2, Page 1427 doc. # 336115, also being the Southeast Corner of Tract 4 of Certificate of Survey No. 2552; thence N.0°25'52”E. along the east line of said Tract 4 of Certificate of Survey No. 2552 a distance of 2625.17 feet to the North ¼ Corner of Section 4 as described in Certified Corner Record Book 3, Page 922 doc. # 2294184 also being the Southwest Corner of Tract 1 of Certificate of Survey No. 2553; thence N.89°27'46”E along the south line of said Tract 1 of Certificate of Survey No. 2553 a distance of 2675.75 feet to **the Point of Beginning**. The area of the above-described parcel of land is 160.51 acres, more or less.

“Residential Development”

Restricted Lots 1-15 as shown on the Final Plat for Phase 1 Northwest Crossing Subdivision, Bozeman, Gallatin County, Montana recorded as document number 2780429 on the records of the Gallatin County Clerk and Recorder.

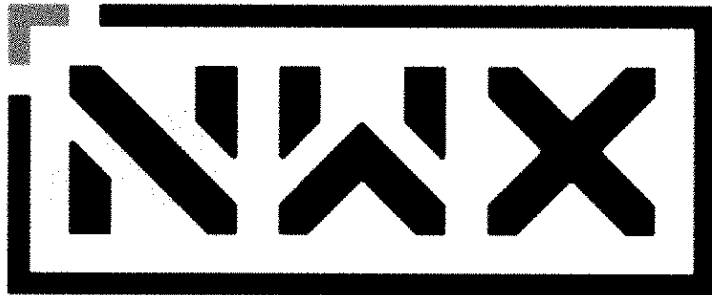
“Commercial Development”

Blocks 1-4 (Lots 1-14) as shown on the Final Plat for Phase 1 Northwest Crossing Subdivision, Bozeman, Gallatin County, Montana recorded as document number 2780429 on the records of the Gallatin County Clerk and Recorder.

EXHIBIT B
Building Design Guidelines



NORRIS DESIGN
Planning | Landscape Architecture | Branding



NORTHWEST CROSSING
BOZEMAN × MONTANA

SITE & COMMERCIAL/MULTI-FAMILY
BUILDING DESIGN GUIDELINES

June 2, 2022

Bozeman, Montana

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PROJECT TEAM

DEVELOPER:

NWX

Bryan Klein | (406) 551-7939 | Bozeman, Montana

ARCHITECT:

Locati Architects

Laura Dornberger | (406) 587-1139 | Bozeman, Montana

CIVIL ENGINEER:

Morrison-Maierle

Matt Ekstrom | (406) 922-6784 | Bozeman, Montana

LANDSCAPE DESIGN AND PLANNING:

Norris Design

Mitch Black | (303) 892-1166 | Denver, Colorado

SECTION 1: PROJECT OVERVIEW

1.1 PROJECT OVERVIEW

A. Overview

Northwest Crossing ("NWX") is a unique and vibrant community located in northwest Bozeman. This 160-acre master-planned community provides a diverse mix of residential and commercial uses designed around a system of pedestrian pathways and interconnected parks which highlight the natural amenities created by the two watercourses which traverse the site. The development within NWX

is intended to create a cohesive community through the overall design objectives carried out in the architecture, building placement, landscaping, streetscape, and site furnishings.

B. Intent

It is the intent of these Design Guidelines to set the standards for the planning, design, and construction of all development within NWX. All entities will use this document as a set of guidelines for creating a quality development. Any un-met code provisions, or code provisions that are not specifically listed, does not in any way create a waiver or other relaxation of lawful requirements of the Bozeman Municipal Code or Montana State law.

C. Applicability

The Site and Landscape Design Guidelines apply to all development within NWX in the public realm. These guidelines serve to ensure a cohesive, integrated, and functional network of connectivity, infrastructure, streetscapes, parks, and gathering spaces.

The NWX-Commercial/Multi-Family Building Design Guidelines establish the overall unifying themes to be followed for commercial, office, mixed-use, and multi-family development within NWX located within Lots 1-14 and any subsections thereof. Design guidelines for single-family attached and detached development will adhere to the applicable requirements set forth in the City of Bozeman Unified Development Code ("UDC") for the underlying zoning district as well as in the NWX Residential Design Guidelines which will be incorporated into the Covenants, Codes, and Restrictions (CC&Rs). Provided the overall intent is still met, flexibility in the administration of these guidelines is encouraged in order to allow for NWX to respond to market conditions and evolve in a manner that enables development to adapt with future trends in design.

D. Relationship to the City of Bozeman Unified Development Code

The vision for NWX centers on the two underlying zoning districts; "Community Business -Mixed" (B-2M) located in the southeastern area of the community and the "Residential Emphasis Mixed-Use" (REMU) zoning district designated across the remainder of the property. NWX is designed to meet the standards of these two underlying zoning designations.

Commercial, office, mixed-use, and multi-family development within NWX is subject to all applicable design guidelines within the UDC. These supplemental Master Plan Design Guidelines articulate the unifying themes and additional standards that should be followed when considering the design of a new building and its relationship to the surrounding context.

E. Phasing

NWX will be built in multiple phases over several years. The Master Plan ensures that with each phase, the vehicular, bicycle and pedestrian pathways are constructed to facilitate seamless connections throughout the community and to the important natural and park areas which serve as focal features for recreation and social interactions.

The Master Site Plan serves as the guiding document to assure that:

- The phased development maintains enhanced multi-modal connectivity;
- NWX remains pedestrian oriented;
- NWX provides housing opportunities to meet a wide range of needs; and each new phase will complement and enhance existing phases.

An example tracking table for land use calculations of phased development of parcels is included in the appendix of this document.

F. Administrative Organization

The Master Developer, NWX, LLC, is responsible for creating, administering, and enforcing the design guidelines for NWX. This level of review will ensure that new construction projects, and any site modification exhibit design excellence and adherence to the design guidelines. The Architectural Review Committee (ARC) may delegate and/or assign any of its powers and obligations as needed for the ARC.

The ARC will review all development applications for adherence to the design guidelines, and then make approval/denial recommendations prior to an applicant submitting to the City. Final ARC approval/denial for all applications is communicated by the ARC and communicated in writing to the applicant. If the application is denied, the ARC will outline the reasons for denial. The applicant may then re-apply.

The review process is conducted in addition to Federal, State, County, and City of Bozeman site or development review. Any application for new building or site development as well as modifications to any building or site, shall be reviewed by the ARC to determine compliance with the design guidelines. Review and compliance with applicable Federal, State and County requirements is the responsibility of the Owner.

1.1.1 Design Review Process – Architectural Review Committee (ARC)

- 1.1.1.1 No exterior construction, alteration, addition, or renovation of any building, structure, parking lot, sign, landscape feature, or other Improvement of any kind or nature shall be commenced until it has been reviewed and approved in writing by the ARC.

- 1.1.1.2 All development plans shall be reviewed and approved by ARC according to the following phased process.
- 1.1.1.2.1 Concept Review – Concurrent with submission to the City of Bozeman for Conceptor Informal Review, the property developer will submit Concept Review documents to the ARC for review.
 - 1.1.1.2.1.1 Submit a Review Fee detailed in the attached Appendix B Fee Schedule which covers Concept, Site Plan, Building Reviews, & Construction Compliance. If project does not proceed past concept review, any unused fee may be refunded.
 - 1.1.1.2.1.2 Submit digital copy of all documents submitted to the City of Bozeman Planning Dept for Concept or Informal Review (including but not limited to A1 Form, INF or CONF Form, Narrative, Drawings, etc.)
 - 1.1.1.2.2 Site Plan Review – Concurrent with submission to the City of Bozeman for Site Plan Review, the property developer will submit Site Plan Review documents to the ARC for review.
 - 1.1.1.2.2.1 Submit digital copy of all documents submitted to the City of Bozeman Planning Dept for Site Plan Review (all items outlined on the SP checklist)
 - 1.1.1.2.3 Building Review – Concurrent with submission to the City of Bozeman for Building Permit, the property developer is to submit Building Permit drawings and documents to the ARC for review.
 - 1.1.1.2.3.1 Submit digital copy of all documents submitted to the City of Bozeman Building Department for Building Permit.
 - 1.1.1.2.4 Revisions to Approved Plans – All revisions need to be submitted to the ARC for approval which will be used for the Construction Compliance. It is the Owner’s responsibility to ensure that the ARC has the approved drawings, which match construction for the compliance inspection.
 - 1.1.1.2.4.1 Submit a Review Fee detailed in Appendix B Fee Schedule and digital drawings and narrative explaining revision(s).
 - 1.1.1.2.5 Remodels & Tenant Improvements that affect the exterior of the Building or Site – all exterior improvements must be approved by the ARC.
 - 1.1.1.2.5.1 Submit a Review Fee detailed in Appendix B Fee Schedule and digital drawings depicting changes along with narrative.

1.1.1.2.6 Construction Compliance – PRIOR TO OCCUPANCY property developer is to schedule a site visit with ARC representative for site inspection. At the final walkthrough, the ARC representative will confirm that the project adheres to the previously approved plans and or revisions.

1.1.2 Review Procedures:

1.1.2.1 The applicant shall submit digital copies to the ARC for each approval phase. The ARC has thirty (30) days to approve or disapprove and provide feedback comments. If the ARC feels that insufficient information has been submitted, the ARC may notify the Owner in writing of the incomplete submittal. Upon re-submittal of the complete application, the ARC will then have thirty (30) days to review the re-submittal. The ARC is not responsible for review or approval of code issues. The Owner and the Owner's building team are responsible for code compliance.

1.1.2.2 Any final decision of the ARC may be appealed in writing to the ARC, within fifteen (15) days after the ARC ruling. The written notice of the appeal shall specifically state the appealing member's grounds for appeal. The ARC may adopt and promulgate procedures and grounds for appeals. The decision of the ARC, with respect to all appeals, shall be final and determinative.

1.1.2.3 Upon completion of the project, PRIOR TO OCCUPANCY, the contractor must contact the ARC, who will arrange a meeting for a final walk-through between a representative from the ARC and the contractor. At this time, the ARC representative will review the plans to ensure that the building was constructed as designed and that all aspects of completed construction comply with the previously approved plans. If the ARC finds that such work was not done in compliance with all approved plans and specifications submitted or not submitted for approval, the ARC shall notify the Owner of such noncompliance and shall require the Owner to remedy the situation. If, upon the expiration of seven (10) business days from the date of such notification, the Owner has failed to commence to remedy such noncompliance or reached agreement with the ARC on a plan for such remedy, the ARC shall determine the nature and extent of noncompliance and the cost to correct it. The ARC shall notify the Owner in writing of the estimated cost of correction. The Owner shall then only have five (5) days to commence such remedy and thirty (30) days to complete such remedy unless the ARC extends such time-period.

If the Owner still does not comply with the ruling within such designated period, the ARC, at its option, may either remove the non-complying improvement or remedy the noncompliance. The Owner shall reimburse the ARC for all expenses incurred. If such expenses are not promptly repaid, the ARC shall levy an assessment and file a lien against such Owner; Improvement in question; and land on which the project is situated, for reimbursement. The ARC may inspect all work in progress and give notice of noncompliance as provided above, at any point during construction. The ARC reserves the right to require that any unapproved changes be rebuilt as originally specified in the approved drawings.

SECTION 2: SITE DESIGN GUIDELINE

2.1 SITE DESIGN OVERVIEW AND INTENT

The NWX Master Site Plan serves as the vision for the community and the guide for development of each phase. This Master Site Plan establishes the areas designated for the commercial and residential uses, the primary road network, the location of primary parks, the interconnected trail system, and utilities. The physical design of all elements within NWX promote a vibrant, safe, and comfortable neighborhood with a clear identity and sense of place.

The development guidelines expressed in this Master Site Plan are intended to uphold the community vision and promote consistency and quality throughout all aspects of the neighborhood design. The design elements create a baseline for design and are intended to be used as a framework from which designs may evolve to respond to changing market conditions and demand. The design guidelines are not intended to be rigid. Rather, they direct and guide development patterns and connections to provide a development framework to build upon.

The architectural standards set forth herein, provide guidelines for creating aesthetically pleasing and unique neighborhoods that blend with the surrounding context. Landscape standards are set to preserve natural features, maintain a harmonious design with the built environment, and to establish a range of amenities for the residents of the community to enjoy.

The purpose of these guidelines is to promote the following:

- A. NWX's development guidelines are meant to enhance and protect the quality of development within NWX and add to the quality of life and community image already present within the City of Bozeman.
- B. Protect and enhance the City's long-term economic vitality through the build-out of NWX in accordance with these guidelines.
- C. Create walkable, well landscaped environments that encourage pedestrian movement between uses and gathering spaces.
- D. Promote and enhance multi-modal transportation and non-vehicular connections.
- E. Minimize adverse impacts of vehicular circulation throughout NWX and to existing development.
- F. Protect and enhance the security and health, safety, and welfare of residents.
- G. Promote energy efficient and environmentally responsible development.

2.2 GENERAL SITE DESIGN GUIDELINES

Site improvements shall meet the following objectives:

- A. Provide necessary emergency vehicle access and associated curb painting;
- B. Efficient and appropriately sized vehicle circulation and parking;
- C. Installation of safe, concise, and all-weather pedestrian pathways;
- D. The entire site is to be accessible and have pedestrian connections between all structures

- and the public way;
- E. Provide crime prevention through environmental design;
- F. Only underground utility services to be installed;
- G. Meters are to be placed on the least public side of each building or screened so they are not easily seen, as per the UDC requirements;
- H. Incorporate security site lighting with the least number of fixtures possible.

2.3 PERMITTED USES

The NWX Framework Plan includes the location of the REMU and B2-M zoning designations established in NWX. It is intended that the permitted uses in the zoning districts be in accordance with the uses set forth under Table 38.310.040.A.

2.4 STREETS, ACCESS, AND CIRCULATION

The NWX Transportation Plan and Street Sections establishes the vehicular connections and design for each type of road. NWX is a well-connected neighborhood which provides vehicular, bicycle and pedestrian connections throughout and to the surrounding community. New development in NWX shall be designed in accordance with the intent of the Transportation Framework Plan. Flexibility in the location of these connections may be considered provided the intent of the primary north-south and east-west connections through the overall development is maintained.

All public and private streets within NWX will comply with the City standards for arterial, collector streets, local streets, and City-standard alleys. To provide safe and efficient vehicular, bicycle, and pedestrian travel and to ensure a distinct and enhanced natural aesthetic along each street in NWX, this plan includes street sections for the various streets within the community which should be constructed with future development. Road construction will be phased with build-out of each proposed new neighborhood and in accordance with the NWX phasing plan.

It is intended that the transportation network within NWX meet the following objectives:

- A. Include a street and sidewalk pattern, orientation, and hierarchy that promotes walkability between and through each neighborhood.
- B. Design and construct streets that support a multi-modal environment, including vehicular, pedestrian, and bicycle traffic.
- C. Create a streetscape that provides continuity throughout the development
- D. Maintain pedestrian safety at all intersections by installing enhanced paving or other alternative methods of increasing the visibility of pedestrians where feasible.
- E. Minimize the use of curb cuts along pedestrian centric streets to minimize conflicts between pedestrians and vehicles.

2.5 PEDESTRIAN AND BICYCLE CONNECTIVITY

A major component of NWX is pedestrian connectivity, both internal to the site, as well as externally to existing adjacent neighborhoods. Special emphasis placed on quality and functionality of the pedestrian environment improves social interaction, connects the existing fabric of the adjacent neighborhood and encourages travel from destination to destination within the larger community without the use of a motor vehicle. Similarly, bicycle connectivity is integrated

throughout NWX, including the connection of the regional trail through the site.

It is intended that the pedestrian and bicycle connections meet the following objectives:

- A. Create a vibrant streetscape that enhances the pedestrian and cyclists experience while providing a sense of safety.
- B. Provide clear paths of travel for bicyclists, pedestrians, and vehicles with designated areas to minimize conflicts, where feasible.
- C. Provide direct routes to the internal parks and open spaces, Homestead Park, neighborhoods, the commercial areas, and to the surrounding community.
- D. In the commercial areas, create an inviting environment that has clear circulation paths from parking areas to building entries.

2.6 PARKS

Key focal points planned for NWX are parks, both smaller pocket parks and neighborhood parks. The natural amenities found along the newly established Homestead Park (as identified on the Master Site Plan as Parks 1, 2, and 3) will create opportunities for community recreation and social interaction. The Residential areas and streets are designed around the natural areas to create active and passive park areas and well-connected pedestrian connections throughout the community. Parks to be located within NWX are planned to form a unifying system including a range of improved parks to natural open spaces. This system is intended to link each park and join the various areas of the proposed new neighborhood together. Each park is planned to have its own identifiable theme creating a unique identity for each surrounding part of the neighborhood.

The parks will be designed to provide:

- A. A range of both active and passive activities to encourage utilization.
- B. Year-round amenities for a full range of age-group users
- C. Promote a healthy lifestyle based on immediate access to limitless recreational opportunities.

Homestead Park will be the heart of the newly planned NWX community with its well-established connected network of park areas and natural amenities. The Homestead Park will be constructed on both sides of Baxter Ditch. The ditch and its associated wetlands will be significantly enhanced with improvements to the overall natural habitat through the planting of native plants. Homestead Park is intended to provide the following:

- A. A series of interconnected parks with various types of active and passive programming
- B. A well-connected pedestrian path system throughout the park;
- C. Enhanced wetland and wetland setback areas to improve the natural habitats biological functions of this watercourse;
- D. Enhanced bridge crossings; and
- E. Landscaping with native plants in a manner that enhances the natural areas and lends to the overall aesthetic experience of this park system.

Development of the parks will be phased over time in association with construction of future subdivisions. An example tracking table for park dedication and tracking of phased parcels is included in the appendix of this document.

2.7 SITE LANDSCAPE

A. General Requirements

The proposed landscape concept for NWX responds appropriately to the various aesthetic, functional and environmental factors of the site. Key natural amenities existing on the site will generally be preserved and enhanced, including Baxter Ditch and Baxter Creek and other established, protected wetlands. Implementing a plant palette that is appropriate for the region which creates habitat for local flora and fauna to thrive, is planned to be implemented at NWX. The proposed landscape character will be an integration of some formalized use areas along with native, free-flowing landscape blending existing elements with new improvements. A series of interconnected parks will be located throughout the proposed neighborhood, incorporating key opportunities for natural/naturalized features and sustaining NWX as a beautiful and vibrant new neighborhood in Bozeman.

B. Landscape Areas

The Landscape Framework Plan categorizes common areas within NWX into several distinct categories based on location and proposed neighborhood improvements. The categories are listed below with the objective of providing an overall neighborhood design understanding to implement and reinforce the landscape design concept within the site. An overall landscape palette will be established for NWX in order to compliment the architecture and promote a certain level of overall consistency and character throughout the community.



Perimeter Landscape Areas

Perimeter landscape areas are generally defined as the perimeter right-of-way areas for the proposed new neighborhood, and also incorporates any community open spaces located between the right-of-way boundaries and adjacent private property lines. The perimeter landscape treatment will generally consist of free-flowing plant masses to integrate the various neighborhood phases, through its build-out, while creating a uniform, consistent character amongst the various types of architectural styles. Plant masses consisting of evergreens, ornamental grasses, and native plant material will provide screening (where needed), establish key view corridors into the neighborhood and create year-round visual interest with a variety of color and texture. The landscape character will include both bold patterning and free flowing landscape, consistent with the intended function and character of each area within the neighborhood.

Common Areas

Generally defined as the area between the road right-of-way and the adjacent property line, common areas shall act as a transitional zone incorporating plant materials found in both the adjacent streetscape materials palette and private lots/uses materials palette within the neighborhood. An automatic irrigation system is to be implemented in the common area zone as part of the builder's installed landscape development of each respective lot/use. These areas should be planted with sod or other appropriate landscape material, per the approved landscape plant list for Northwest Crossing. Careful consideration should be given to the adjacent landscape context during the design and development of the common areas and adjacent lots/uses.

Streetscape Areas

This zone is located immediately adjacent to roadways or streets within the right-of-way, consisting of an improved landscape corridor of varying width, and generally transitioning into the adjacent common area zones. Local street tree lawns will incorporate a minimum quantity of trees that can be spaced in regimented clustered patterns with irrigated turf (or other appropriate ground cover). A minimum of one (1) street tree will be required for lots less than 50' in width, however, adjustment in spacing of street trees may be required to ensure spacing is appropriate for all factors involved in engineering and design of these spaces, including driveways. It will be the responsibility of the builders to implement required improvements within said streetscape including, sidewalks, landscape, irrigation, and trees located adjacent to their respective lots/uses. Maintenance of said area will be the responsibility of the builder / homeowner. The intent within the streetscape areas is to create a uniform streetscape hierarchy throughout the neighborhood by generally uniformly spacing trees within the tree lawn and utilizing a consistent palette of plant materials.

Community Entrances

Community entry landscape zones are located at the street intersections along the neighborhood perimeter in the area of the edge of the street rights-of-way or adjacent property lines. Community entries may transition into common areas or may abut private properties/uses. Community entries may incorporate sidewalks, trails, community signage, monumentation and other elements. Neighborhood markers may also be provided to designate neighborhood areas and aid in way-finding and identity.

C. Site Furnishings and Hardscape

Site furnishings and hardscape can be used to enhance the experience of individual spaces and overall function of the landscape. Hardscape consisting of trails, walks, and plazas provide opportunities for annual recreational use. Site furnishings, including benches, tables, bike racks, trash receptacles, seatwalls, and other elements, shall enhance the neighborhood's theme by utilizing forms and materials consistent with the architecture style and landscape character. All furnishings should be part of a uniform stylistic "family" providing aesthetic accents and promoting use for the public.

D. Commercial, Office, Mixed-Use, and Multi-Family Landscaping

Landscape and open space throughout the commercial hub should be designed to strengthen the pedestrian experience. The design of the streetscape and common areas should be done in a way that integrates the commercial corner into the fabric of the overall community.



Streetscape Design

The commercial streetscape design will be critical in providing a cohesive experience for visitors and residents of NWX. This zone is located immediately adjacent to roadways or streets within the right-of-way and should consist of an improved landscape corridor of varying width. The streetscape will include frontage along all major arterial streets, collector roads, and internal streets.

The following are general streetscape design requirements:

- A. Clear pedestrian paths shall be integrated into the streetscape in order to create a continuous and accessible walkway.
- B. Sod shall be allowed in tree lawns at a minimum of 5' in width for maintenance purposes. Enhanced tree lawns with a mix of shrub, grass, and perennial plantings can be used in place of traditional sod where applicable and should meet all city standard vision triangle requirements. Drip irrigation shall be required for the longevity of the plant material located within planting beds. Maintenance of said area will be the responsibility of the builder / business owner.
- C. Areas that require increased pedestrian space to promote the urban character shall utilize tree grates, vaults, and planters in place of traditional tree lawns. Tree grates shall be made of durable materials and shall be consistent with the overall theme of the community.
See example tree grate in the commercial MSP drawings. Planters shall be used to soften the façade of buildings, define transition spaces between public to private or vehicular to pedestrian, create diversity and break up the expanse of the streetscape, and create spaces for conversation and gathering.
- D. Diversity of plant species is highly recommended with trees and shrubs. No more than 3 trees of the same species should be used in a continuous span within the right of way landscape areas. Refer to sheets MSP1.21 for a list of recommended street trees.

Common Area Landscaping

Common areas can be characterized by public spaces outside of the right-of-way and should be designed with the intent of creating social gathering spaces. Landscaping shall be in harmony

with the common theme and character of the nearby streetscape and shall meet or exceed minimum City standards.

The following are general requirements for common area landscaping:

- A. Offer a range of amenities, both active and passive, for the community to gather and relax
- B. Benches, café tables with umbrellas, or other forms of seating options, should be located in areas of high pedestrian activity in order to activate the space and offer areas of relaxation for the residents
- C. Bike racks and trash receptacles shall be focused in key pedestrian spaces, such as plazas, building entrances, or other areas of intensive use.
- D. Movable planters consisting of grasses, shrubs, seasonal annuals, and perennials should be used in key areas, such as plazas to define seating areas, or entrances to buildings where plantings are minimized. When used along sidewalks, a minimum clearance of 5' shall be maintained free and clear for pedestrian circulation.
- E. Plant material should utilize smart water consumption practices and should be hardy in nature.
- F. Diversity of plant species is highly recommended with trees and shrubs. A variety of deciduous and/or evergreen trees should be used to create a bio-diverse community which provides visual interest all year long. Refer to sheet MSP1. 18 and MSP1.19 for a list of recommended plants.

Site Furnishings and Hardscape

Site furnishings and hardscape can be used to enhance the experience of individual spaces and overall function of the landscape. Site furnishings, including benches, tables, bike racks, trash receptacles, seat walls, and other elements, shall enhance the commercial neighborhood's theme by utilizing forms and materials consistent with the architecture style and landscape character.

This can be done by addressing the following requirements:

- A. All furnishings should be part of a uniform stylistic "family" providing aesthetic accents to the architecture, which will exhibit a modern interpretation on historic agriculture and light industrial architecture.
- B. Landscape furniture should be made of weather resistant materials that are durable and easy to maintain, such as powder coated steel or composites.
- C. Pedestrian and street lighting fixtures shall be incorporated to enhance the pedestrian experience and create a safe and welcoming environment. LED lighting with a fixture and pole that matches the development standard is required to be used through the commercial development. See AC5.1 for details. Also, refer to Lighting Standards set forth herein for additional standards.
- D. Walks and plazas in key pedestrian areas shall utilize a variety of decorative paving in order to break up large expanses of hardscape. Decorative paving shall be defined as areas of pavement that provide contrast and visible variation. This can be done through a variety of treatments, such as: exposed material, brush/texture, colored concrete, pavers, stone, tile, or enhanced scoring patterns.
- E. All pedestrian crosswalks are to be of matching color and texture across the commercial development.

2.8 SITE LIGHTING

Lighting is important to the character and use of the individual sites within NWX. Lighting will be used to encourage activity after dark, providing a sense of security and safety, articulating project identification at entries, and creating overall visual interest and appeal. Specific lighting standards are not intended to be replicated across the entire community but are in place to provide a sense of continuity in lighting style. Variations in identity between different land users and uses will be allowed but the overriding style must be maintained. Lighting throughout NWX shall be functional and serve the purpose of enhancing safety for pedestrians, bicyclists, and vehicular traffic.

All lighting must be dark sky compliant and meet the requirements of the City of Bozeman for dark sky compliant lighting.

Street lighting in residential areas shall follow the minimum standards set by the current City of Bozeman Lighting Code. Light fixtures installed in City right-of-way will be part of a City of Bozeman Street Lighting District and must meet current City standards.

Lighting forms and materials within public places such as parks, parking areas, mixed use areas and gathering places shall be generally compatible with the architectural styles of adjacent buildings or structures. Exterior building lighting, either attached to, or part of, the building will be the minimum needed to provide for general illumination, security, and safety at entries, patios, outdoor spaces, and associated landscape structures.

Site lighting should follow the following additional principles:

- A. Building lighting shall be compatible with the overall building style and form and shall also reflect the lighting themes present on surrounding existing structures in order to ensure an overall coordinated lighting theme.
- B. Lighting shall use corrected color temperature (CCT) of no more than three thousand (3,000) degrees Kelvin.
- C. High pressure sodium fixtures are not permitted.
- D. Light poles and fixtures should be architecturally compatible with building design and adjacent properties.
- E. Parking and pedestrian lights should be of similar character.
- F. All parking lot lights shall be of consistent design/type.
- G. Formed concrete bases shall have architectural design and interest. No sonotube formed concrete bases with "coil" pattern shall be permitted.
- H. All parking lot light poles shall be located within parking islands, medians, or perimeter landscape beds of lots.
- I. Additional methods of lighting shall include bollards with integrated lights and recessed lighting in walls or stair treads and handrail lights.
- J. Special lighting that accents building features and creates visual interest is permitted in commercial developments, provided that the design continuity is maintained among buildings.
- K. Landscape lighting should enhance and complement, not overpower, the landscape.

2.9 NEIGHBORHOOD CENTERS

The NWX "Neighborhood Center" is strategically created through the creation of NWX Neighborhood Commercial Center located within Lots 1-14. The NWX neighborhood commercial center is intended to serve the needs of the surrounding existing and future neighborhoods and Gallatin High School but will also draw from more than the immediate vicinity and serve the broader geographical area, especially due to its location adjacent to from Cottonwood Road and West Oak Street. The commercial center will support and give identity to the neighborhood by providing a visible and distinctive focal point and is intended to have commercial uses such as daycares, smaller scale groceries, bakeries, coffee shops, retail stores, small restaurants, offices, and other services to meet the needs of the community. Civic uses may also be located here. Plazas and courtyards integral to the building placement, promote the vitality of this center by fostering social interactions through the myriad of programming opportunities envisioned for this area.

The overall design of this area will create a high-quality, vibrant center through strategic site layout of buildings which are placed to take full advantage of the expansive mountain views, along with integrated and cohesive pedestrian connections and enhanced landscape treatments, both internal to the site and at the perimeter. Architecture will have unifying themes and elements, as set forth in the Building Design Guidelines, to create a cohesive character throughout this center. Certain elements, such as architectural materials, pavers, lighting, benches, waste receptacles, and other pedestrian amenities will be used consistently throughout this area in order to create the overall context of this center. These amenities should be consistent in design character or compatible throughout the center. The Commercial Center will be maintained by a property owner's association and is subject to the community design framework master plan provisions of sections 38.210.130 and 38.510.030.



2.10 SITE DRAINAGE

The NWX Preliminary Storm Drainage Plan displays potential areas that can be used for storm water runoff storage. The areas shown are just a general illustration of the anticipated area needed for storm water runoff storage. The actual locations are likely to change during either site plan or subdivision review. Storm drainage within the commercial areas located in the B2-M Zoning District will be contained within the boundaries of each parcel or through a shared subgrade detention system.

2.11 WATER AND SEWER UTILITIES

The Water and Sewer Preliminary Plans display the preliminary water main and sewer main layout in the local roads and surrounding arterial streets.

2.12 SURFACE WATER AND WETLANDS

The NWX Surface Water and Wetlands exhibit displays Baxter Creek and Baxter Ditch as they run through the property. It also shows the extents of the delineated wetlands and corresponding 50' wetland setback. Groundwater monitoring well locations are also displayed on this exhibit.

2.13 PARKING

Parking standards shall meet the requirements set forth in the UDC, unless it is demonstrated that alternatives result in better design, efficiency, and overall functionality for the site.

In designing parking areas, the following should be considered:

- A. Parking lots should be located such that it will be subordinate to other site amenities.
- B. On-site parking should be located inside or behind a building, where visual impacts will be minimized. Pavers, "grasscrete", and bioswales are encouraged to minimize the expansive use of asphalt.
- C. Parking lots shall be landscaped in accordance with the UDC requirements and NWX Landscape Design Guidelines.

2.14 SIGNAGE

Signage within the commercial area should be innovative in order to establish the unique brand and image of the business but should also reflect those architectural characteristics which make NWX unique. Unless otherwise approved, all site signs and sign lighting must comply with City of Bozeman Unified Development Code requirements and with the NWX Comprehensive Sign Plan. A sign permit must be obtained by the City of Bozeman.

The following general principals should be considered in sign design:

- A. Signage should have simple, modern, and efficient style that connects to the Project's agrarian theme and the material palette, with some flexibility allowed to accommodate users, whether more creative or more programmed.
- B. Signage should be designed to minimize clutter, with an emphasis on managing locations to minimize conflicts, blockages and obstructions of both circulation patterns and view corridors.

2.15 SNOW STORAGE

This NWX Master Plan acknowledges that a comprehensive snow removal plan is necessary in Bozeman due to the presence of significant seasonal snow fall. All Site Plans and Preliminary Plans are required to provide a Snow Storage and Removal Plan for the removal of snow from drives, walkways, roofs, and parking areas. The plans will identify measures to minimize snow and ice build-

up on driveways, parking areas, and pedestrian walkways and also provide adequate space for snow storage in designated areas. Snow storage easements will be designated on the final plat. The property owner shall be responsible for all on-site snow removal and storage on privately owned residential properties, including public walks fronting those properties within street rights-of-way.

Within the commercial center and the multi-family neighborhood, the property management company shall be responsible for snow removal on all common spaces including but not limited to parking lots, sidewalks, courtyards, and any other public spaces. Snow removal plans for these areas shall also identify adequate location for snow storage.

Within the residential areas, the Homeowner's Association (HOA) will be responsible for snow removal and storage in open spaces, parks, alleys, and public walks fronting those properties within street rights-of-way. The City of Bozeman will be responsible for snow removal and storage on public streets.

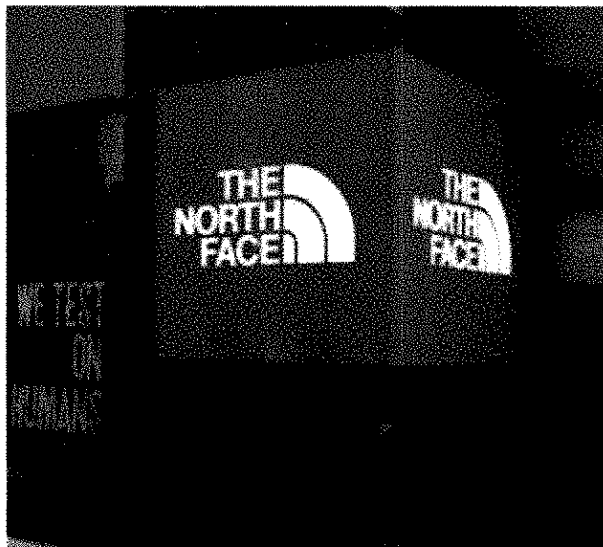
2.16 WIRELESS AND FIBER

Wireless & Fiber services are being considered to be incorporated throughout the development. With each phase, infrastructure will be considered to be implemented.

SECTION 3: BUILDING DESIGN

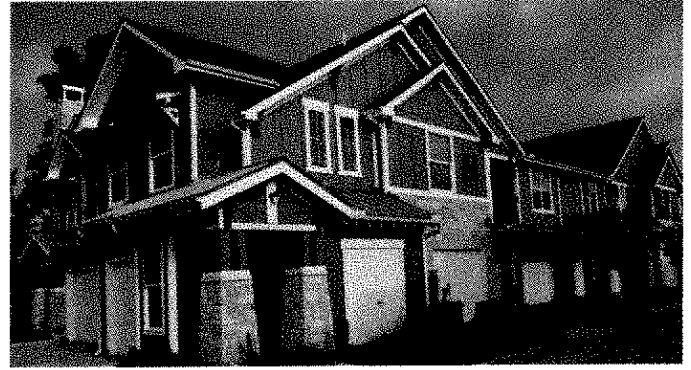
3.1 OVERALL DESIGN CHARACTER

The design character is a key element in establishing the desired identity for NWX. The following images depict the general character intended for the proposed new neighborhood in Bozeman. The full combination of the character exhibited in the collection of images should be considered holistically, rather than selecting any single image or detail within an image. The graphics included are for reference only. The resulting character defining elements, including architecture for commercial, office, mixed-use, and multi-family development within NWX, landscape improvements, streetscape elements, way-finding/signage elements, and other site improvements will be designed and constructed in phases with future land use applications and in accordance with the NWX Master Site Plan.



3.2 ARCHITECTURAL THEME

Commercial, office, mixed-use, and multi-family development within NWX will exhibit a modern interpretation of historic agriculture and light industrial architecture both as outlined below. The architecture will express its design through materials selected, transparency proportion, and building articulation. The architecture should be grounded in its site, both from a local and regional perspective. The architecture should be a modern expression of Montana and Rocky Mountain Architectural Styles manifested through the use of quality materials and façade articulation. Architectural queues to be considered to achieve this image should be derived from modern interpretations of these authentic styles: rustic, ranch, agrarian, folk, prairie, and mountain western and historic light industrial.



These primary architectural features should exhibit the following characteristics:

- Significant transparency, especially on the first floor. Multi-family development is exempt from this requirement unless retail or office uses are intended for the first floor;
- Significant overhangs on portions of the buildings and especially at corners or primary entrances where feasible;
- A mix of materials including but not limited to wood or synthetic wood products, stone, brick, architectural grade metal;

Design considerations shall include creating visual interest using a variety of building types within each development area while maintaining a sense of compatibility with the surrounding buildings. New development should be consistent and complimentary to existing NWX architecture and reflected on all sides of the buildings. Buildings shall be designed to have a strong connection to the surrounding natural and built environment. The use of energy-efficient design and materials are encouraged.

3.3 RELATION TO STREET

In the Commercial Center, it is important that buildings are placed along the street frontage in order to activate public spaces and connect multi-modal users to the buildings. Buildings will meet the block frontage of the underlying zoning district and for the respective use. Storefront block frontage is also required on Lots 5, 6, 7, 8, and 9. However, alternative design considerations may be considered and supported, such as placing buildings to front a public plaza or park, provided the overall intent of the design guidelines is met and such alternatives are approved through the applicable City process. Streets should be active by gathering areas and other pedestrian amenities that are usable by the public. These spaces should be part of a walkable and well-landscaped environment that encourages multi-modal movement. The design and details of streets, frontages, and buildings should support this objective.



Principles:

- A. Buildings shall be sited to provide for a pedestrian scale relation to the street which they front.
- B. Buildings shall be designed to provide visual interest on all facades which will be seen from streets, alleys, and pedestrian ways.
- C. Buildings should express a human scale through materials and forms that are reflective of the style theme as articulated herein.
- D. Large store-front display windows are encouraged. Buildings should be oriented to promote viewsthrough and into each commercial use.
- E. Streets, sidewalks, and pathways should encourage pedestrian activity and use.
- F. Multi-unit residential buildings should include entrances that are welcoming, organized, and safe for residents and visitors from the street. These frontages may include courtyards or gateways and should encourage social interaction.
- G. Utilize design principles of crime prevention through environmental design.

3.4 EXTERIOR TREATMENT

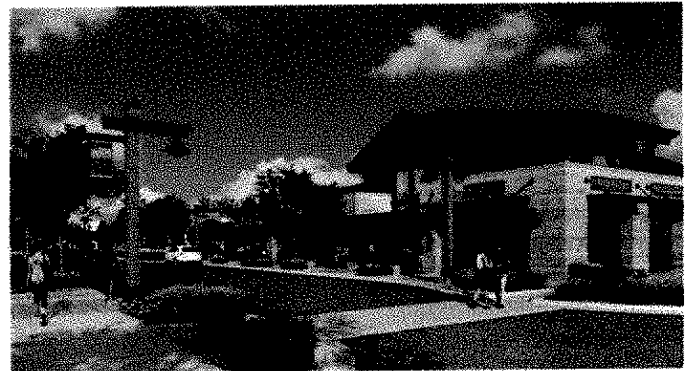
All building facades visible from a public street or public space should provide a level of finished architectural quality and be designed to the human scale. Buildings should incorporate variations in height, reveals, materials, colors, and other architectural treatments to create interest in the individual building and all of the buildings collectively. Buildings identified as high visibility street corners as defined in the UDC shall incorporate building details that comply with UDC requirements and recommendations.

In the design of the exterior treatment of buildings, the following should be considered:

- A. Buildings designs are encouraged to utilize simple forms with clean lines and layered materials.
- B. Neutral color schemes are encouraged with "pops" of color added for visual interest. Bright colors should only be used as a subordinate color unless otherwise approved by the applicable review process.
- C. Large areas of undifferentiated or blank building facades should be avoided.
- D. Where buildings have base, middle, and top, floor lines in buildings should be articulated to differentiate each layer.
- E. Scaling elements and details should be integral with the building form and construction, not a thinly applied facade.
- F. Variation in building scaling and detail should relate to the scale and function of pedestrian-

activeuses along the facade, creating human-scale design to support entrances, plazas, patios, and amenity areas.

- G. Both horizontal and vertical architectural scaling patterns should be used.
- H. For facades longer than 200 feet, at least one major identifying feature shall be incorporated into the building design. This feature shall be one of the following or a similar feature that creates visual interest: cupola, rotunda, spire, dome, or clock.
- I. Base elements shall not exceed two stories in height unless overall height of the building form and massing dictate a taller base.
- J. Base elements shall be detailed to enhance the architectural character of the streetscape and provide pedestrian friendly scale.
- K. Provide appropriate building accent lighting above street level to highlight architectural elements.
- L. Architectural details shall occur on all four sides of the building to reduce the back of house



3.5 ROOF FORMS AND BUILDING HEIGHT

Unless otherwise approved by the City of Bozeman, the maximum height of buildings will not exceed the height established in the UDC for the underlying zoning district.

The following principals related to building height should be incorporated into the design of the buildings:

- A. A range of buildings heights are encouraged.
- B. A mix of flat and sloped rooflines are encouraged and may be used on the same building or may be incorporated into various buildings in the same area.
- C. The height of buildings should add variety and visual interest as well as break down the building massing.
- D. Roof forms longer than 100' shall be broken with a vertical change of not less than 2' in height.
- E. Building parapet heights shall be varied and provide vertical relief to the parapet line. Parapet changes should be proportionate to the building element that it reflects; at a minimum there must be at least of (1) foot in height in difference from the adjacent parapet.
- F. Roof forms and parapet heights should be varied, and where appropriate, should emphasize the facade articulation and variation of building materials. Roof forms over 50 linear feet shall incorporate at least two of the following:
 - a. Changes in roof or parapet height
 - b. Decorative cornice or eave treatment
 - c. Differentiation in material and/or color
 - d. Changes in roof type, such as hipped or gabled rooflines and modulated flat roof lines.

3.6 BUILDING FORM AND SCALE

Building form and scale are important contributors to how an individual interprets his or her experience of a place. Buildings should exhibit the desired neighborhood character with the appropriate mass and scale of buildings. Variations in building massing are encouraged to create architectural and aesthetic interest.

The following principals related to building form and scale should be followed when considering the design of a building:

- A. The size, scale, and form of buildings and their placement on a parcel should be compatible with adjacent and nearby properties and with the dominant neighborhood development pattern.
- B. For commercial buildings, it is encouraged that 360-degree design be articulated to the maximum extent practicable.
- C. The roof height, façade plane, setbacks, and floor-to-floor height should be varied and appropriate to the surrounding buildings.
- D. Buildings should include characteristic features, so each building contributes to a cohesive planned area, without a monotonous design.
- E. Where appropriate to the architectural style, overhanging eaves should include visual support of the eaves.
- F. Facades should transition in scale and level of articulation, so they respond to pedestrian interaction.

3.7 MATERIALS

To reflect the architectural characteristics envisioned for NWX and as established in Sections 2.1 and 2.2 of these Design Guidelines buildings should be designed using highly durable, weather resistant, low maintenance materials and meet the following principals to the greatest extent practicable:

- A. Use materials that convey a sense of quality, permanence, and attention to detail, creating a rich variety of materials, colors, and textures.
- B. Use a mix of materials that are harmonious and complement each other and those found on surrounding buildings to create a layered, textured, and integrated aesthetic.
- C. Materials such as naturally appearing wood-alternatives, reclaimed wood, timber, steel, brick, and concrete are encouraged and should be layered to provide for aesthetic interest and cohesiveness throughout the neighborhood.
- D. The use of metal, including weathering steel, corrugated panels, standing seam metal panels, and copper, may be used as a subordinate material. Galvanized metal is prohibited.
- E. Use materials that support a more sustainable environment. Using locally sourced materials offers additional layers of benefit in the form of stimulating the local economy, reducing the energy involved in transportation, and being a product of the area.
- F. Exterior cladding and detailing should be chosen for its ability to work with the local climate and resist degradation.
- G. Choose environmentally and historically appropriate materials that are durable, resilient, easily sourced and repaired, resist aging poorly, and are natural and sustainable.

- H. Use materials that create continuity between buildings and Districts.
- I. Installation methods should be carefully detailed to provide clean transitions at corners, between panels, material changes, openings, and the general exposed fastener pattern.
- J. When seen from a distance, materials should emphasize the form of the structure. When viewed at a closer range, materials should have a rich textural quality.
- K. Building color schemes should tie building elements together, relate separate buildings to each other, and should be used to enhance the architectural form and character of the buildings.
- L. The use of similar materials on the same building or nearby buildings do not need to match the same color but should complement the existing color palette.

3.8 TRANSPARENCY

Building transparency contributes significantly to the pedestrian experience in commercial areas. Glazing on the ground floor increases the visibility of goods for sale and active uses such as restaurants and cafés. When in concert with the overall aesthetics of a building and surrounding buildings, transparency creates a pedestrian-friendly environment and encourages visitors to walk between multiple destinations within the area.

The following principals related to building transparency should be followed when considering the design of a building:

- A. Expansive windows on both commercial and residential buildings are encouraged to maximize solar exposure and provide connectivity from interior to exterior.
- B. A variety of glass types may be used at or above the ground floor, such as translucent glass, etched glass, glass block, acrylic channel glass, as long as the minimum transparency standards are met.
- C. Retail or restaurant uses: Where a retail or restaurant use occupies the ground floor, the facade facing the primary street should be at least 60% transparent in addition to meeting Block Frontage Standards required per the UDC. All other facades facing a street or public space should be at least 30% transparent.
- D. All other residential uses (excluding retail/restaurant): The facade facing the primary street should be at least 40% transparent in addition to meeting Block Frontage Standards required per the UDC. All other facades facing a street or public space should be at least 25% transparent.
- E. Residential uses: Where a residential use occupies the ground floor, windows should be provided where appropriate to create visual interest, while also balancing the need for residents' privacy in addition to meeting Block Frontage Standards required per the UDC.



3.9 ENTRANCES

Building entrances should be unique to each building, but the design should draw from the architectural themes established in these Design Guidelines and the surrounding context. Visually interesting building entrances will draw people from one business to another which contributes to a lively pedestrian experience.

The following principals related to building entrances should be followed when considering the design of a building:

- A. Visually emphasize the major entry or entries to a building or ground floor use.
- B. Provide convenient access to buildings from streets, drives, and pedestrian corridors.
- C. Buildings should provide at least one primary building entry oriented to or visible from a public right-of-way.
- D. Street oriented building entries should be directly connected to the public sidewalk.
- E. Where parking is located internal to the site, multiple building entries are encouraged to allow direct access to the buildings.
- F. Weather protection shall be provided at all primary building entrances via flat canopies or awnings which are complimentary to the building should be located at the approach to and over entries. Recessed entrances are also encouraged as another means to protecting pedestrians from weather.



3.10 MECHANICAL EQUIPMENT AND UTILITIES

To maintain visual aesthetics throughout the site, it is important to screen mechanical equipment and utilities.

The following guidelines apply to the screening of mechanical equipment and utilities:

- A. All mechanical equipment and utilities visible from public ways must be screened.
- B. If feasible, building service areas and mechanical equipment should be integrated into the overall building design such that it is not visible from a public way.
- C. Screening should use elements, materials, and forms compatible with the building design and shall be compliant with all guidelines pertaining to building design described herein.
- D. Consider views from neighboring buildings in the design and enclosure of rooftop equipment.
- E. Screening shall be as required by the City of Bozeman's Unified Development Code.

3.11 TRASH AND STORAGE

In the Neighborhood Center, the visual impacts of trash and storage areas shall be minimized.

Principles:

- A. Trash enclosures shall be constructed with similar materials as those of the primary structure.
- B. Trash enclosures should provide adequate room for trash, recycling, and composting.
- C. Trash enclosures, including large waste containers (dumpsters) should be screened from view of major pedestrian routes as outlined in the UDC.
- D. Combine trash and storage areas where feasible.

APPENDIX A: EXAMPLE TRACKING TABLES

A.1 MASTER LEVEL RESIDENTIAL, COMMERCIAL & PARK LAND DEDICATION TABLE

Lots	# of Residential Dwelling Units	Estimated Residential SF	# of Commercial Lots/Tracts	Estimated Commercial SF	Final Plat Submittal Approval Date	Actual/Built SF Residential	Actual Built Comm SF	Actual Park Acres
1	62	85,806	0					
2	0	0	1					
3	0	0	1					
4	0	0	1					
5	0	0	1					
6	0	0	1					
7	0	0	1					
8	0	0	1					
9	0	0	1					
10	0	0	1					
11	0	0	1					
12	0	0	1					
13	140	184,991	0					
14	134	178,301	0					
TOTAL ESTIMATED SF	336	449,098	11					

TOTAL PROPERTY ACRES	160.5
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TOTAL % RESIDENTIAL	0.00%
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Notes:

1. Approvals to be based on ratio of criteria found under the Parkland Dedication tab. The requirements are based on code as of 2020 but must meet current applicable code at the time of development.

A.2 PARCEL TRACKING TABLE

Lot #	Address	Building Permit No.	Residential SF Built	Commercial SF Built
Total				

A.3 PARKLAND REQUIREMENTS AND DEDICATION

See NWX Master Site Plan sheet MSP 1.04 for information on required park dedication. Example Park tracking table below is provided as a suggested format only. Park dedication and land areas to be tracked to include any additional non-qualifying lands not listed in this table.

Lots	Location of Park Dedication	Estimated Parkland Dedication					Actual Parkland Dedication					Improvements in Lieu	Cash in Lieu
		Unrestricted Park (AC)	Wetland (AC)	30' Wetland Buffer (AC)	20' Wetland Setback (AC)	Total Park (AC)	Unrestricted Park (AC)	Wetland (AC)	30' Wetland Buffer (AC)	20' Wetland Setback (AC)	Total Park (AC)		
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
		0	0	0	0	0	0	0	0	0	0	0	0

Parkland required is based on net density assumptions below:

- R-1, R-2, R-MH 6 du/acre as land
- R-3, R-4, R-5, REMU 8 du/acre as land
- Other zoning districts intended for residential development: 6 du/acre as Cash-in-lieu required for residential uses in B-2M.

APPENDIX B:

FEE SCHEDULE

Review Fee: \$5,000.00

(Unused fee may be refunded if project does not proceed past concept review)

Revisions Review Fee for small to medium scope changes: \$250.00

Minor Remodel & Site Improvements Review Fee: \$500.00

Major Remodel & Site Improvements Review to be submitted as a new project with Review Fee

Construction Compliance Inspection Fee: included in Review Fee

Fine levied for noncompliance with the Building Design Guidelines \$500.00 per noncompliance item

Fees may be updated to reflect current review costs

After recording return to:
NWX, LLC
P.O. Box 4082
Bozeman, MT 59772

2780437

Page: 1 of 10 07/08/2022 10:46:37 AM Fee: \$90.00
Eric Semerad - Gallatin County, MT MISC

**BYLAWS
OF
NORTHWEST CROSSING COMMERCIAL OWNERS ASSOCIATION**

ARTICLE I - GENERAL PROVISIONS

1.1 Legal Description. These Bylaws ("Bylaws") apply to the Northwest Crossing Commercial Owners Association ("Association"), which governs the property subject to the Declaration (as defined in Section 2.2 below).

1.2 Adoption. These Bylaws are adopted by the Board of Directors of the Corporation (the "Board") and by the Declarant under the Declaration, as the owner of the Commercial Lots.

ARTICLE II - DEFINITIONS AND GOVERNANCE

2.1 Definitions. Unless otherwise defined herein, all terms used in these Bylaws shall have the meanings set forth in the Declaration, as such may be amended, restated or finalized from time to time. The definitions contained in the Declaration are incorporated by reference herein.

2.2 Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Northwest Crossing Subdivision Phase I Commercial Development, dated the 3RD day of JUNE, 2022, and recorded at 10:46AM, of the records of Gallatin County, Montana (as may be subsequently amended).

ARTICLE III - MEMBERSHIP VOTING RIGHTS

3.1 Membership. The members of the Association (the "Members") shall be the Lot Owners as set forth in the Declaration and membership in the Association shall transfer in accordance with and otherwise be subject to the Declaration. The Members shall be subject to and comply with the Association's Articles of Incorporation, these Bylaws, and the Declaration (collectively, the "Governing Documents").

3.2 Voting Rights. Each Member shall have one (1) vote per Lot. If ownership of any Lot is vested in more than one person, then the vote for such Lot shall be exercised as the co-owners of such Lot decide among themselves and advise the Secretary of the Association in writing prior to any meeting or vote. Voting rights of an Owner that is not a natural person may

be exercised by any officer, director, partner, trustee, member, manager, or other individual designated from time to time in a written instrument describing and certifying the authority of such person provided to the Secretary of the Association in writing prior to any meeting or vote. In a multiple interest Owner situation or in the situation of an Owner that is not a natural person, absent written advice to the Secretary of the Association, if more than one person seeks to exercise the vote the voting privilege with respect to the Lot shall be suspended. Except as otherwise expressly required by law, only Members in good standing (not delinquent in the payment of dues or other fees owed to the Association and not in violation of any provision of these Bylaws, the Declaration or any other Governing Documents) are entitled to vote. Neither the Association nor Declarant shall have any obligation to confirm, as among such multiple interest Owners or with respect to an Owner which is not a natural person, which of the persons has the right to exercise a vote. The written advice to the Secretary of the Association shall state which person has authority to act on behalf of the Lot Owner and include that person's name, mailing and physical address, telephone number and email address. The Association may rely on such notice until such notice is updated by a Lot Owner.

3.3 Annual Meeting. The annual meeting of the Members shall be held in the month of December, or such month thereafter that is determined reasonably practical, at a date, time and place to be set by the Board. After the expiration of the terms of the Initial Directors (as defined in Section 4.3 below), the Members shall elect a Board and transact any other business that may legally come before the meeting.

3.4 Special Meetings. Special meetings of the Members may be called by the President of the Association, the Board, or the holders of not less than five percent (5%) of the Members entitled to vote by written demand for a meeting signed and dated by such Members, describing the purpose for which the meeting is to be held, and delivered to any officer of the Association. Only matters within the purpose(s) described in the notice for a special meeting of the Members may be conducted at the special meeting.

3.5 Method of Calling Meetings. Written or printed notice stating the place, date and time of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, electronically, by facsimile or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given three (3) days after the date when deposited in the United States mail, with postage prepaid, addressed to the Member at his, her or its address as it appears on the records of the Association, or at his, her or its last known address. If notice is given electronically, such notice shall be deemed to be delivered when sent. If notice is delivered by facsimile, such notice shall be deemed to be delivered upon facsimile confirmation.

3.6 Quorum. A majority of the Members entitled to vote present, in person or by proxy, shall constitute a quorum at a meeting of Members. When a quorum is present or represented at any meeting, the vote of a majority of Members entitled to vote shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Declaration, a different vote is required, in which case such express provision

shall govern and control the decision of such question. If less than a quorum is present at a meeting, a majority of the Members entitled to vote and present at such meeting may adjourn the meeting without further notice until a quorum is present and represented.

3.7 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her or its Lot, or upon receipt of written notice by the Secretary of the Association of the death or judicially declared incompetence of a Member, or upon the expiration of eleven (11) months from the date of the proxy. The proxy shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. If the Member specifies a choice in his, her or its proxy, the vote shall be cast in accordance with that choice. In addition, voting by proxy shall comply with any other applicable requirements of Mont. Code Ann. § 35-2-539.

3.8 Telephonic Participation. Members may participate in a meeting of the Members by means of a conference telephone call or similar communication equipment through which all persons participating in the meeting can hear each other at the same time. Participation in this manner constitutes presence in person at a meeting.

ARTICLE IV - BOARD OF DIRECTORS

4.1 General Powers. The business and affairs of the Association shall be managed by its Board. The Board shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings, the management of the Association, and the use of the Common Elements as they may deem proper, not inconsistent with these Bylaws, the Declaration and the laws of the State of Montana. The Board shall also have the rights, duties and obligations specified in the Declaration. The Board may employ a manager or management agent (a "Manager"), to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize. The Board may also retain accountants, lawyers and other professionals and advisors as it deems necessary or advisable. The Board may employ personnel or contract for the maintenance, upkeep and repair of the Common Elements or other property or equipment owned or provided for the use of the Association.

4.2 Number and Qualification. The Association shall have not less than three (3) directors ("Directors") who shall constitute the Board as the governing body of the Association. The number of Directors may be increased or decreased, but not to fewer than three (3), from time to time by amendment of these Bylaws. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected or until such Director's earlier death, resignation or removal. Upon expiration of the terms of the Initial Directors, the election of the Board shall be conducted at the annual meeting of the Members. At such annual meeting, the Members shall elect the Board. An elected Director must be a Member (or representative of a Member) in good standing. At such election, the Members or their proxies may cast their vote(s) for each vacancy. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Voting for Directors or for their removal may be by written ballot.

4.3 Initial Board of Directors. The initial Directors shall be appointed by the Declarant and need not be Members (the "Initial Directors"). Each Initial Director shall serve until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors. Until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the Declarant, in its sole and absolute discretion, shall be entitled to fill by appointment any vacancy in the Initial Directors or to remove any Initial Director. Notwithstanding any other provision of these Bylaws to the contrary, the Members shall have no power to remove the Initial Directors nor to appoint any additional or successor Director until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors.

4.4 Election. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the election of the Board shall be conducted at the annual meeting of the Members.

4.5 Term after Initial Board. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the term of one (1) Director shall be for three (3) years, the term of one (1) Director shall be for two (2) years, and the term of one (1) Director shall be for one (1) year, and thereafter one Director shall be elected each year and all such subsequently elected Directors shall serve terms of three (3) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

4.6 Annual Meetings. The annual meeting of the Board shall be held each fiscal year (January 1 through December 31) in the first week of October, or as soon thereafter as is practicable, at a time and place designated by the Board.

4.7 Special Meetings. Special meetings of the Board may be called by or at the written request of the President of the Association or any of the Directors. The person or persons authorized to call other meetings of the Board may fix the place and time for the meeting.

4.8 Notice. Notice of any annual or other meeting of the Board shall be given at least two (2) days prior to the scheduled meeting, by written notice delivered personally, electronically or by facsimile transmission or mailed to each Director at the address for such person on the books of the Corporation. If mailed, such notice shall be deemed to be delivered three (3) days after it was deposited in the United States mail, with proper postage pre-paid. If notice is given electronically, such notice shall be deemed to be delivered when sent. If notice be given by facsimile, such notice shall be deemed to be delivered upon facsimile confirmation. The participation of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and such Director must file a written dissent with the person acting as secretary of the meeting before the adjournment or immediately after adjournment of the meeting.

4.9 Quorum. At any meeting of the Board, a majority of the total Directors shall constitute a quorum.

4.10 Manner of Acting. Each Director shall have one vote. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board. However, the affirmative vote of a single Director present at a meeting at which a quorum is present shall not be the act of the Directors unless a majority of the Directors in office vote in favor of authorizing such.

4.11 Action without Meeting. Action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is approved by all members of the Board. The action must be evidenced by written consents (delivered personally, electronically, by facsimile or by mail) signed by all Directors.

4.12 Attendance. All Directors may participate in a regular or special meeting through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

4.13 Removal of Directors. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the Members may remove a Director, with or without cause, by casting the votes of the Members that would be sufficient to elect the Director. A Director elected by the Members may be removed by the Members only at a meeting called for the purpose of removing the Director. The meeting notice must state that the purpose or one of the purposes of the meeting is removal of the Director.

4.14 Resignation. A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect at the date specified in the notice or if such date is not specified, then upon receipt thereof by the Board or such officer. The acceptance of the resignation shall not be necessary to make it effective.

4.15 Vacancies. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, if a Director dies or resigns, the vacancy shall be filled by the remaining Board at a duly held meeting, or by the sole remaining Director; provided, however, a vacancy created by the removal of a Director by the Members can be filled only by election by the Members. A successor Director shall serve for the unexpired term of his or her predecessor.

4.16 Compensation. No Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses, if reasonable, incurred in the performance of his or her duties as a Director.

4.17 Indemnification. The Association shall indemnify and advance expenses to any present or former Director or officer of the Association to the fullest extent authorized under

Mont. Code Ann. §§ 35-2-446 through 35-2-452, as such may be amended, or any successor statutes. The rights to indemnification and advances set forth in this Section 4.17 shall be contract rights, and any amendment to or repeal of this Section 4.17 (or any provision hereof) shall not adversely affect any right to indemnification or advancement with respect to acts or omissions of an indemnitee occurring prior to such amendment or repeal (regardless of whether the proceeding relating to such acts or omissions is commenced before or after such amendment or repeal).

ARTICLE V - OFFICERS

5.1 Enumeration of Officers. The officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be appointed by the Board. Such other officers and assistant officers as may be deemed necessary may be appointed by the Board.

5.2 Term of Office. Each officer shall hold office until the earlier of his or her successor being duly appointed, or his or her death, resignation or removal.

5.3 Resignation and Removal. Any officer or agent appointed by the Board may be removed by the Board at any time, with or without cause. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Vacancies. A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he or she replaces.

5.5 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all the business and affairs of the Association, including the filing of liens for unpaid assessments in accordance with the Declaration and the enforcement activities of the Association. He or she shall, when present, preside at all meetings of the Board. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by the Declaration to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of the Board and Member meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Declaration and these Bylaws, be custodian of the Association records, regulations, rules and resolutions and of the seal of the Association, if any, and keep a register of the post office address of each Director which shall be furnished to the Secretary by each Director, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Directors.

5.7 Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, including assessments, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the Declaration. The Treasurer shall be responsible for the collection of periodic assessments to be collected. Further, the Treasurer shall record the assessments due and paid and shall prepare quarterly reports reflecting the Association's assets, including the assessments due and paid and shall mail or otherwise provide a copy of the quarterly reports to each Director. In general, the Treasurer shall perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Directors. The Treasurer may, with the consent of the Board, retain an accountant or bookkeeper to assist with or perform such duties.

5.8 Salaries. The salaries of the officers, if any, shall be fixed from time to time by the Board and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director.

5.9 Other Duties, Obligations and Rights. The officers shall have all the duties, obligations and rights specified in the Declaration as well as those specified herein.

ARTICLE VI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

6.1 Contracts. The Board may authorize any officer or officers, agent or agents of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

6.2 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless properly authorized by resolution of the Board. Such authority may be general or confined to specific instances.

6.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board.

6.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

ARTICLE VII - MAINTENANCE

7.1 Annual Resolution. The Board shall adopt annually a resolution reflecting the current year plan and budget for repair, maintenance and operation of the Common Open Space and other property for which the Association is responsible as provided in the Declaration, and to perform other functions of the Association. The President of the Association or the

Manager, as determined by the Board, shall implement this plan and the Treasurer shall pay for the expenses from Association funds collected.

7.2 Repairs, Maintenance and Operation. Repairs, maintenance and operation of the Common Open Space and other property for which the Association is responsible as provided in the Declaration shall be performed on an “as needed” basis and the President of the Association or the Manager, as determined by the Board, is authorized to initiate all repairs, maintenance and/or other operations which are estimated to be less than Ten Thousand Dollars (\$10,000) in expense. All repairs, maintenance or other operations estimated as requiring Ten Thousand Dollars (\$10,000) or more in expense shall be initiated by the President of the Association or the Manager only after the Board has adopted a resolution specifically authorizing the expense, which may be authorized individually or in a budget for the Association. Expenses for repair, maintenance and operation shall be paid by the Treasurer of the Association from the Association funds received as assessments or otherwise consistent with the Declaration. In order to implement maintenance or operation resolutions, the President or the Manager may employ any personnel reasonably necessary to properly effect said maintenance and repair.

ARTICLE VIII - BUDGET AND RECORDS

8.1 Budget. The Board shall draft and approve an annual budget for each fiscal year. The budget may be amended by resolution of the Board. If no budget is adopted, the last existing budget shall continue until amended by the Board.

8.2 Records. The Board shall keep detailed records of the actions of the Board, including minutes of the meetings of the Board and minutes of the meetings of the Members. The Board shall also keep detailed and accurate financial records in chronological order of the receipts and expenditures of common obligations or of individual obligations for which the Board is serving as the conduit for payment of expenses. The Board shall also maintain an assessment roll in which there shall be an account for each Owner. Such account shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts on which the assessment becomes due, the amounts paid upon the account and the balance due on the assessment.

8.3 Inspection by Members. The Members shall have the right to inspect and copy, at the Member’s expense, at a reasonable time and location specified by the Association, any of the records of the Corporation specified in, and in compliance with, Mont. Code Ann. §§ 35-2-907 through 35-2-912. The Board may establish reasonable rules with respect to any such inspection, including rules regarding advance notice of an inspection and hours and days of the week when such an inspection may be made.

ARTICLE IX - USE RULES AND REGULATIONS

The Board may adopt such rules and regulations regarding use and operation of the Common Open Space as may be reasonably necessary, provided such rules and regulations are consistent with and are in compliance with the Declaration.

ARTICLE X - ASSESSMENTS

In compliance with the Declaration, the Board may authorize assessments against the Lots of Members.

ARTICLE XI - AMENDMENT

Until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to unilaterally amend these Bylaws, Declarant may amend these Bylaws without the approval of the Members or the Board. Until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to unilaterally amend these Bylaws, these Bylaws may not be amended, repealed or replaced without the prior written consent of Declarant. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to unilaterally amend these Bylaws, these Bylaws may be amended only by the affirmative vote or written consent of Member's holding at least seventy-five percent (75%) of the Membership.

ARTICLE XII - MISCELLANEOUS

12.1 Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year. The fiscal year may be changed by resolution of the Board.

12.3 Severability. Whenever possible, each provision of these Bylaws will be interpreted in such manner as to be effective and valid to the fullest extent permitted by law. If any provision of these Bylaws is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of these Bylaws shall not be affected or impaired in any way.

The undersigned Secretary of the Association does hereby certify that these Bylaws were adopted by the Board of Directors of the Association as the Bylaws of the Northwest Crossing Commercial Owners Association on June 3, 2022.

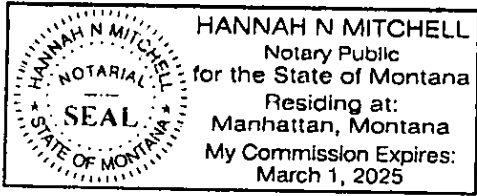
Bryan Klein, Secretary

STATE OF MONTANA)
: ss.
County of Gallatin)

This instrument was acknowledged before me this 3 day of June, 2022, by Bryan Klein, as the Secretary of the Northwest Crossing Commercial Owners Association.

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

Hannah N Mitchell
Notary Signature



J-711

After recording return to:
NWX, LLC
P.O. Box 4082
Bozeman, MT 59718

2780438

Page: 1 of 87 07/08/2022 10:46:37 AM Fee: \$706.00
Eric Semerad - Gallatin County, MT MISC



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR NORTHWEST CROSSING SUBDIVISION
RESIDENTIAL DEVELOPMENT**

(GOVERNING RESTRICTED LOTS 1 THROUGH 15)

This Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Northwest Crossing Subdivision Residential Development (“Declaration”) is made this ____ day of _____, 2022 by NWX, LLC, a Montana limited liability company (“Declarant”).

WHEREAS, Declarant is the owner of the real property described in Exhibit A (“Property”). Declarant intends to develop the Property as the Northwest Crossing Subdivision, a master planned community of the City of Bozeman, Montana, part of which (specifically the Project, as defined further herein) shall be developed in accordance with the provisions set forth herein.

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

ARTICLE I DEFINITIONS

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

1.1 “Northwest Crossing Residential Architectural Committee (NWXRAC)” shall be the committee described in Section 6.3.

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

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

1.4 “Association” shall mean and refer to the Northwest Crossing Residential

Owners Association, a Montana non-profit mutual benefit corporation, the Members of which shall be the Owners of Lots in the Project.

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

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

1.7 “Committee” or “NWXRAC” shall mean and refer to the Northwest Crossing Residential Architectural Committee.

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

1.9 “Common Expenses” means and includes the actual and estimated expenses of operating the Common Open Space (and pursuing, implementing, and executing the intent, purposes, business and affairs of the Association) and any reasonable reserve for such purposes as found and determined appropriate by the Board, and all sums designated Common Expenses by or pursuant to this Declaration, the Articles, Bylaws or Rules. Common Expenses shall also include costs and reserves (if appropriate) incurred by the Association in connection with maintaining the Project as required by this Declaration or the City of Bozeman, and any areas at or adjacent to the Project that the Association is otherwise required to maintain as required by City of Bozeman, Montana, or any other governmental agency with jurisdiction thereof. Common Expenses shall also include any obligations of the Association, including administrative expenses of the Association and the Association’s share, of any costs or expenses incurred in regard to shared development costs and expenses, other shared expenses of the Project and the Commercial Development, defined below, and the Association’s share of Community Management and Promotion. Funds to pay all Common Expenses may be collected as part of Assessments, as provided herein. Common Expenses include, but are not limited to, weed management, street lighting, maintenance and upkeep of the water features and wetlands of the Project, landscaping and maintaining the Common Open Spaces, landscaping and maintaining the streets and medians (including snow removal), maintenance and upkeep of any facilities or improvements in the Common Open Spaces, if any, and all expenses associated with utilities and water for the Common Open Spaces, except for any such facilities or infrastructure maintained by the City of Bozeman or a Sub-Association.

1.10 “Commercial Development” or “Commercial Lots” shall mean that portion of the Property that is being developed for commercial or multi-family use, as more specifically described on Exhibit A, which is not part of the Residential Development Project of the Property

subject to this Declaration and is neither Lots, Units nor Common Open Space under this Declaration. The Commercial Development includes the NWX Neighborhood Commercial Center.

1.11 “Community” for the purpose of this Declaration means the Northwest Crossing Subdivision master planned community, development and neighborhood as a whole, including the Residential Project Development, the Commercial Development Multi-Family and Neighborhood Commercial Center, parks, wetlands, trails and pedestrian systems, services and amenities, business, social and recreational opportunities, located within the Property and the surrounding area, and the associated community character and community lifestyle, known as “Northwest Crossing” or “NWX”, Bozeman, Montana.

1.12 “Declarant” shall mean and refer to NWX, LLC a Montana limited liability company qualified to do business in the State of Montana, and any successor or assign that expressly assumes the rights and duties of the Declarant hereunder in a recorded written document.

1.13 “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Northwest Crossing Subdivision Residential Development, as amended or supplemented from time to time.

1.14 “Design Regulations and Guidelines” shall mean and refer to the Design Regulations and Guidelines attached as Exhibit B, as amended from time to time by the Declarant or the Committee. If a Sub-Association adopts alternate Design Regulations and Guidelines, properly approved in advance as required under this Declaration, then such approved alternate Design Regulation and Guidelines shall govern the Lots of such Sub-Association and supersede and replace the Association’s Design Regulations and Guidelines attached as Exhibit B as to such Lots only. In that event, references in this Declaration to Design Regulations and Guidelines shall be to the alternate approved Design Regulations and Guidelines for the Lots governed thereby.

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

1.16 “Development Rights” shall mean and refer to the rights reserved to the Declarant as further set forth in Article XII, including but not limited to the rights to (a) submit

additional property to be subject to the Declaration; (b) create or amend Lots and Common Open Space; (c) subdivide Lots or convert Lots into Common Open Space; (d) amend the Design Regulations and Guidelines; (e) withdraw or remove property from this Declaration. Development Rights may be exercised in all or any portion of the Project at any time within the Development Period.

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

1.18 “Lot” shall mean each of the Restricted Lots 1-15 of the Northwest Crossing Subdivision Phase 1, as may be amended, annexed or withdrawn by the Declarant pursuant to this Declaration. As used herein, the term “Lot” shall not include Common Open Spaces, the Commercial Lots, or other tracts which are designated on the Plat Maps. After subdivision of a Lot in future phases of development of the Project, the term Lot as used herein shall also include each Residential Lot or Unit, as to such Unit’s allocable percentage share of Membership interest and Common Expense liability.

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

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

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

1.22 “Project” shall mean and refer to the part of the Property subject hereto (Restricted Lots 1 through 15 and the Common Open Space) as modified from time to time, and all of the improvements thereon.

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

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

1.25 “Residential Lot” A legally subdivided parcel of a Lot for single-family

residential use, as may be created in the future development phases of the Project.

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

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

1.28 “Sub-Association” Sub-Association means an incorporated property owners association, including any condominium association but not including the Association, within the Project. Any governing documents of a Sub-Association are subject to the approval of the Declarant during the Development Period, and thereafter by the Association.

1.29 “Unit” or “Residential Unit” shall mean and refer to any single-household residential dwelling unit and related improvements constructed upon a Lot or Residential Lot, including a condominium or townhome unit under the Montana Unit Ownership Act.

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

21 Description of Project/Future Development. The Project subject to this Declaration is part of Phase 1 development of a portion of the Northwest Crossing Subdivision consisting initially of the Restricted Lots 1-15 of the Property as shown on Exhibit A, the Common Open Spaces and Public Park, the creek and wetlands, and all improvements thereon. The Project is intended to be developed in phases. It is contemplated that the Lots, subject to any annexation or withdrawal of real property as permitted herein, and subject to the requirements of the Project documents and state and local subdivision law, regulation and review requirements, will be further subdivided into Residential Lots and related Common Open Spaces and improvements in future phases. Declarant reserves the right to make changes to future phases of the Project and, while Declarant intends and expects to complete the Project as described in the Plan, nothing herein creates an obligation on the Declarant to develop future phases.

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

23 Easements; Dedication of Common Open Space. Each Lot shall have appurtenant

to it as the dominant tenement an easement over all Lots and Common Open Spaces for ingress, egress, use and enjoyment, and for the construction, maintenance, operation and use of utilities, subject to the rights and easements in favor of Declarant as provided herein, and to the following provisions:

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

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

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

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

24 Easements to Accompany Conveyance of Lot. Easements that benefit or burden any Lot shall be appurtenant to that Lot and shall automatically accompany the conveyance of such Lot, even though the description in the instrument of conveyance may refer only to the fee title to the Lot. All easements granted and reserved in this Declaration are subject to the condition that their use and enjoyment shall not permanently unreasonably interfere with the use, occupancy or enjoyment of all or any material part of the Lot servient to them or to which they are appurtenant. To the extent easement locations have been platted, exercise of easements shall be within the platted easement locations.

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

26 Conveyance of Common Open Space to Association; Reservations of Easements. On or before conveyance of title to the last Lot in a particular phase of the Project, Declarant shall convey the Common Open Space in that phase to the Association to be held for the benefit of the Members of the Association and Public. Whenever any Common Open Space is conveyed by Declarant to the Association, an easement is automatically reserved (whether or not expressed in the conveyance document) over, under and through such Common Open Space for the benefit

of remaining portions of the Project that have not yet been conveyed, for ingress, egress, access and all utilities and similar appurtenances, and for the construction, marketing and sale of Lots and/or improvements on such remaining portions of the Annexed Property. Use of such portions of the Project shall be subject to the obligation to pay an equitable share of regular and special Assessments as provided in Article IV.

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

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

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

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

28 Annexation of Additional Property. Declarant reserves the right from time to time to add additional property ("Annexed Property") to the Project. This right is irrevocable. Declarant shall not be required to add such additional lands to the Project and Declarant may add a portion or all thereof at Declarant's discretion. Declarant reserves an easement through the Common Open Space herein described for access, ingress and egress, and for utility and service lines, and the hookup to existing access and utility and service lines. The manner of subjecting the Annexed Property to this Declaration shall be accomplished by the filing of record in the office of the County Clerk and Recorder for Gallatin County an amendment to the legal description of the lands covered by this Declaration. Any Annexed Property shall be deemed annexed to the Project and made subject to the Declaration and the jurisdiction of the Association, and shall be held, sold, leased, transferred, occupied and conveyed subject to the terms, provisions, covenants, conditions, restrictions, reservations and easements of this Declaration. The right of unilateral annexation provided for in this paragraph constitutes a covenant running with the land, and is as such enforceable by any successor or assignee of Declarant who acquires any part of the Annexed Property, and who assumes the role of Declarant.

29 Party Walls.

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

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

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; provided, however, that the Owner or Owners whose negligent act or omission proximately caused the damage or destruction shall ultimately be responsible for such restoration.

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

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

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

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

2.10 Easements for Maintenance, Improvement, Repair, Relocation, and Replacement. Declarant, the Association, designees of any of the foregoing and all public or

private utilities shall have such easements over, under, across, and through the Project, including all Lots and Common Open Spaces, as may be necessary to exercise any rights or fulfill any responsibilities, including those of installation, maintenance, repair, reconstruction, replacement, improvement, or relocation, which they or any of them are required or permitted to perform under this Declaration. These easements include, without limitation, the right of Declarant and the Association to obtain access at all times to any meters, controls, valves, pipes, utility mains, lines, utility facilities, conduits, and other improvements and equipment with respect to the private utilities located on or to which access may be gained through any Lot. Except in an emergency situation, such entry onto a Lot shall only be during reasonable hours and after notice to the Owner.

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

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

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

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

B. The easements described in this Article II;

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

D. The rights and easements of the Declarant during the Development Period as described in herein.

2.14 Partition of Common Open Space. Unless approved in writing by Declarant, prior

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

2.15 No Subdivision of Lots. No Lot shall be subdivided, partitioned, aggregated, or be subject to a boundary line adjustment without the prior written consent of the Declarant during the Development Period and thereafter the Association. No Sub-Association shall be created, and no amendment of any governing document of any Sub-Association shall be effective without the prior written consent of the Declarant during the Declarant Control period and thereafter the Association. The provisions and restrictions of this section do not apply to condominium projects that comply with the requirements of the Design Regulations and Guidelines and the requirements of the City of Bozeman and any other governmental agency with jurisdiction thereof.

2.16 No View Rights. This Declaration is not intended and shall not in any way confer or grant (or be construed to confer or grant) to any Lot or Residential Unit or the Owner thereof any right to the maintenance of any view, viewscape or scenic corridor or area. Each Owner, by acceptance of a deed to his or her Lot, acknowledges and agrees that no representations or warranties have been made concerning any view, present or future, that may be enjoyed from all or any portion of the Project or such Owner's Lot or Unit, and that the same may change and/or be affected or obstructed by construction or installation of improvements, structures, fences, walls and/or landscaping by Declarant or other owners of property within or outside the Project and/or the growth of trees, landscaping and/or vegetation within or outside the Project. This Declaration does not contain any provisions intended to protect the view from any Lot or Unit or any other portion of the Project.

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

2.18 Additional Easements for Other Projects. Declarant hereby reserves unto itself (with the right to designate or assign to others) the following easements in connection with any improvements, facilities, or developments constructed or to be constructed by Declarant, its affiliates, or its designees in connection with or for the benefit of the Commercial Development, any other projects, whether or not such improvements, facilities, projects or developments are part of the Property.

A. A perpetual, nonexclusive easement for installation, utilization, tapping, tying into, extending, and enlarging all utility mains or facilities located in the Project, including

connections to water, storm and sanitary sewer mains or related facilities within the Project. Declarant, its affiliate, or its designee or assign, as applicable, will pay all costs of such utilization, tapping, tying into, extending, and enlarging, and to the extent possible, will restore all areas thereby disturbed to substantially their condition immediately prior to commencement of such activities. All expenses of maintenance, repair, replacement, and resurfacing of such utility mains or facilities shall be shared by the Association and the owners of the other projects utilizing such utility mains or facilities on a proportionate and equitable basis based on the use of such utility mains or facilities.

B. A perpetual, nonexclusive easement located as determined by Declarant in, over, and upon the Lots and Common Open Spaces (but not over any Buildings or other buildings or structures on a Lot or within the boundaries of any Residential Lot) and any roadways or driveways within the Project for the purposes of ingress and egress to and from the other projects. Declarant or its designee or assign exercising such easement right, as applicable, shall be responsible for any physical damage caused to the Lots or the Common Open Spaces as a result of vehicular traffic connected with the development of other projects by Declarant or its designee or assign. If the easement is exercised for permanent access to other projects and the Association maintains roadways used for such access, then the owners of such other projects shall enter into a reasonable agreement with the Association to share the cost of maintenance, repair, or improvement of any access roadway serving such other projects.

ARTICLE III ASSOCIATION ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

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

32 Membership. The Owner of a Lot shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, and consents to such membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon subdivision of any Lot in future phases of Development of the Project into Residential Lots and Units, the 1/15 Membership interest in the Association associated with each Phase 1 Lot shall be allocated proportionately among and pass to each Residential Lot or Unit proportionately based on the total number of Residential Lots and Units within such Lot. Membership shall be held in accordance with this Declaration, the Articles, Bylaws and Rules. Declarant shall be a Member of the Association for all Lots owned by Declarant.

33 Transferred Membership. Membership in the Association shall not be transferred,

encumbered, pledged, or alienated in any way, except upon the sale or transfer of the Lot to which it is appurtenant, and then only to the purchaser, in the case of a sale, or to a Mortgagee that has foreclosed or received a deed in lieu of foreclosure, in the case of an encumbrance. On any transfer of title of an Owner's Lot, Membership shall automatically pass with such transfer. A Mortgagee shall not have Membership rights until it obtains title to the Lot through foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No Member may resign his Membership. On receipt of notice of a transfer, the Association shall record the transfer on its books.

34 Membership Voting Rights. Member voting rights shall be as set forth in the Bylaws.

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

36 Commercial Lots. The Commercial Lots, as defined herein, are not subject to this Declaration, and the owners of such Commercial Lots shall not be Members of the Association by reason of ownership of the Commercial Lots, and shall not be entitled to vote, nor shall they be subject to assessment under Article IV of this Declaration. The owners of the Commercial Lots shall not be subject to the restrictions contained in this Declaration, except as otherwise specifically provided herein.

ARTICLE IV MAINTENANCE AND ASSESSMENTS

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

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

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

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

The interest of any Owner in the amounts paid pursuant to any Assessment upon the transfer of ownership shall pass to the new Owner. Upon subdivision of any Lot in future phases of the Project, the proportionate share of Assessments of any Lot shall be assessed proportionately among the Residential Lots or Units of the subdivided Lot in the manner provided for allocation of Membership interest appurtenant to such Residential Lot or Unit. Upon the termination of these covenants for any reason, any amounts remaining from the collection of such Assessments after paying all amounts properly charged against such Assessments shall be distributed to the then Owners on the same pro rata basis on which the Assessments were collected.

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

4.3 Assessments.

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

B. Special Assessments. The Board may at any time levy a special Assessment in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate.

Special Assessments shall be allocated among the Lots in the same manner as regular Assessments, except in the case of an Assessment levied by the Board against a Member to reimburse the Association for costs incurred in bringing the Member and Member's Lot into compliance with provisions of the Project Documents.

C. Capital Contribution. Upon closing of purchase of each developed Residential Lot or Residential Unit by the initial Owner occupant, the new Owner will pay a one-time fee of \$1,000 for each Residential Lot or Unit purchased, payable to the Northwest Crossing Residential Owners Association capital contribution fund. These funds are intended to fund future maintenance and capital improvement items within the Project and its Common Open Spaces, parks and streets.

D. Community Association Management. Upon closing of purchase of each developed Residential Lot or Residential Unit by the initial Owner occupant, and annually thereafter together with and in addition to other regular Assessments, the Owner shall pay a set amount for each Residential Lot or Unit for payment of the Northwest Crossing Residential Owners Association's share of the Community Association Manager. Initially the annual community association fee is \$300 per Residential Lot or Unit. The community association fee amount is subject to periodic adjustment by the CAM, subject to the limitation described in section 4.4 below.

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

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

- (1) an extraordinary expense required by an order of a court;
- (2) an extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible where a threat to personal safety on the Project is discovered; or
- (3) an extraordinary expense necessary to repair or maintain the Project or

any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget, provided, however that prior to the imposition or collection of the Assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process and the resolution shall be distributed to the Members with the notice of the Assessment.

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

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

4.6 Division of Assessments – Services for Less than All Lots. All Assessments, both regular and special, shall be levied among the Owners proportionately based on the relative acreage of the developable areas of their respective Lots (developable areas are Restricted Lots 1-6 inclusive, Restricted Lots 9-13 inclusive and Restricted Lot 15, and parts of Restricted Lots 7 and 14 as reflected in the Project Documents; Restricted Lots 8 and the majority of Lots 7 and 14 are not developable and will not be included in the calculation of division of Assessments. Assessments shall be further allocated among Residential Lots or Units in future phases of development, as described in Section 4.1(2), except for assessments allocated to less than all of the Lots as described further in this subsection. Regular Assessments shall be collected on a monthly basis unless the Board directs otherwise. Special Assessments may be collected in one payment or periodically as the Board shall direct. The Association may, at any time from time to time, pay expenses associated with services or facilities (not otherwise required or authorized under this Declaration to be provided by the Association) for any Sub-Association or other areas of the Property containing less than all of the Lots. In that case, the Owners of such Lots shall pay the Association for such services as, when and in such manner as may be determined by the Board of Directors in its discretion from time to time, which amounts shall be in addition to the annual and special assessments, and which amounts shall include overhead expenses of the Association.

4.7 Date of Commencement of Regular Assessment; Due Dates. The regular Assessments provided for herein shall commence as to each Lot in the Initial Phase on the first day of the month following the conveyance from Declarant of the Lot to an Owner in the Initial Phase. In subsequent phases, the regular Assessments against each Lot in each phase shall commence on the first day of the month following the conveyance from Declarant of the Lot to an Owner in such phase. As Lots and Units in each phase become subject to Assessments, the Board shall determine whether the amount of regular Assessments payable by all Owners will change and, if so, the amount of such change, and the Board shall then send out revised

Assessment notices as appropriate. Subject to the provisions of section 4.3, the Board of Directors shall use its best efforts to fix the amount of the regular Assessments against each Lot and send written notice thereof to every Owner at least forty-five (45) days in advance of each fiscal year, provided that failure to comply with the foregoing shall not affect the validity of any Assessment levied by the Board. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether the Assessments on a specified Lot have been paid. Such a certificate shall be conclusive evidence of such payment.

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

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

4.10 Priorities; Enforcement; Remedies.

(a) If an Owner fails to pay an Assessment when due, the Association has the right, and option, to bring legal action against the Owner to enforce collection of the unpaid and past-due Assessment or may impose a lien on the Lot or Unit owned by Owner, or both. Suit to recover a money judgment for unpaid Assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. Before the Association may place a lien upon a Lot or Unit, the Association shall notify the Owner in writing by certified mail of the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the Owner, including the principal owed, any late charges, and the method of collection, any attorneys' fees, and the collection practices used by the Association, including the right of the Association to the reasonable costs of collection. The Association may record a notice of delinquent Assessment and establish a lien against the Lot or Unit of the delinquent Owner prior and superior to all other liens except (1) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto, and (2) the prior lien or charge of any Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority over other Mortgages or deeds of trust) made in good faith and for value. The notice of delinquent Assessment shall state the amount of the Assessment, collection costs, attorney's fees, late charges and interest, a description of the Lot against which the Assessment and other sums are levied, the name of the

record owner, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or any management agent retained by the Association and shall be mailed in the manner required under Montana law to all record owners of the Lot no later than 10 days after recordation.

(b) After the expiration of thirty (30) days following the recordation of the lien, an Assessment lien may be enforced in any manner permitted by law, including sale by the court or sale by the trustee designated in the notice of delinquent Assessment. Any sale by the trustee shall be conducted in accordance with the provisions of Montana law applicable to the exercise of powers of sale in Mortgages and deeds of trust, or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay Assessments.

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

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

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

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

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

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

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

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

A. Maintenance: The Association shall maintain and repair the Common Open Space, all improvements and landscaping thereon, all mitigation areas, and all property owned by the Association, including but not limited to the landscaping, riparian areas, irrigation wells located in Common Open Space, and water features contained within the Common Open Space and owned by the Association. The Association shall also pay all Common Expenses, as defined herein which will include but not be limited to weed management, trail maintenance, Common Open Space maintenance, irrigation water for Common Open Spaces, maintenance of the storm water facilities outside of public right of way, snow removal on streets, and trails, and arrange for the maintenance of all areas for which Common Expenses are payable (but not for any streets, driveways or parking areas within any Residential Lot which shall be the sole responsibility of the Owners of such lots) and for the Association's proportionate share of reimbursement of reasonable expenses of the joint Community Association Manager with the Commercial Development Association. In all instances, all facilities and improvements which are required to be installed pursuant to the final plat approvals by the City of Bozeman must be maintained in good condition in accordance with Section 38.38 of the Bozeman Municipal Code. The Association is responsible for maintaining the groundwater dewatering system for the Property in accordance with the long-term Dewatering Plan and instructions attached hereto as Exhibit D.

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

B. Owners shall be responsible for keeping their Lots in good maintenance and repair. If the responsible Owner fails to take the necessary steps to keep its Lot in good

repair and well maintained, make the repairs within a reasonable time under the circumstances, but no more than 90 days after written notice from the Association, the Association shall cause the repairs to be made and charge the cost thereof to the responsible Owner, which costs shall bear interest at the rate of ten percent (10%) per annum (but no greater than the maximum rate allowed by law) until paid in full. If such repair is covered by the insurance carried by the Association, the Association shall be responsible for making the repairs, and the responsible Owner shall pay any deductible pursuant to the insurance policy. If the Owner fails to make such payment, then the Association may make such payment and shall charge the responsible Owner, which charge shall bear interest at the rate of ten percent (10%) per annum (but no greater than the maximum rate allowed by law) until paid in full.

C. Insurance: The Association shall obtain and maintain such policy or policies of insurance as are required by section 9.1 of this Declaration.

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

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

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

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

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

I. Inspection and Maintenance Guidelines: The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Open Space improvements and landscaping and any other improvements outside the Common Open Space which the Association has the responsibility to maintain. The Board

periodically and at least once every two years shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines.

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

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

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

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

C. Community Association Manager. Together with the Northwest Crossing Commercial Owners Association, the Association shall jointly designate a Community Association Manager ("CAM"). The function of the CAM is to support and enhance a sense of community for residents of the Community and promote a thriving Neighborhood Commercial Center for the benefit of the Community as a whole. The CAM may use CAM assessments as it determines most beneficial for the foregoing purposes, in its discretion. For example, subsidy or incentive to secure desirable business in the Neighborhood Commercial Center, media and marketing for the Community, create and maintain a website and social media accounts and content for the Community, produce marketing video productions and other advertisements for the Community; promote and organize Community events and activities in the Neighborhood Commercial Center and other public areas of the Property, which may include art shows, holiday and social events, concerts, farmers markets, etc. Association shall collect the designated assessment amount from each Residential Lot and Unit Owner, as provided in Article IV, for payment to the CAM. The CAM will initially be the Declarant, or designee of the Declarant, until the Association and Commercial Association jointly designate a successor professional CAM. In addition to the CAM assessments, the CAM shall be reimbursed by the Associations, proportionately relative to each Association's respective share of the CAM assessment on a per Lot basis. The CAM shall not use the CAM assessment, or seek reimbursement, for expenses to market the sale of Lots. The CAM is permitted to include in Community promotion materials, weblinks or other contact information directing to separate websites or information about sale of Lots.

D. Managers and Agents: In addition to the Community Association Manager, the Association may employ other manager(s) or other Persons and contract with independent

contractors or managing agents to perform all or any part of the required or voluntary duties and responsibilities of the Association, except for the responsibility to levy fines, impose discipline, hold hearings, file suit, record or foreclose liens, or make capital expenditures.

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

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

G. Assessments, Liens, Penalties, and Fines: The Board shall have the power to levy and collect Assessments in accordance with the provisions of Article IV hereof. The Association may impose fines or take disciplinary action against any Owner for failure to pay Assessments or for violation of any provision of the Project Documents and the unrecorded Rules adopted by the Board or the Association. Penalties may include but are not limited to fines, temporary suspension of voting rights, rights to the use of recreational facilities (except those open to members of the public), if any, or other appropriate discipline, provided the Member is given notice and a hearing as provided in the Bylaws before the imposition of any fine or disciplinary action. The Board shall have the power to adopt a schedule of reasonable fines and penalties for violations of the terms of this Declaration, and for violations of any Rules adopted pursuant to section 5.2E. The penalties prescribed may include suspension of all rights and privileges of Membership; provided, however, that suspension for failure to pay Assessments shall be for a maximum period of thirty (30) days, renewable by the Board for an additional thirty (30) day period or periods until paid; and provided further that suspension for infraction of Rules or violation of this Declaration, other than for failure to pay Assessments, shall be limited to a maximum period of thirty (30) days per infraction or violation, and shall be

imposed only after a hearing before the Board. The Board may extend said period for an additional period or periods in the case of a continuing infraction or violation, and no hearing need be held for such extension. Written copies of Rules and the schedule of penalties shall be furnished to Owners. The Board shall assess fines and penalties and shall enforce such Assessments as appropriate under applicable law.

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

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

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

K. Delegation: The Association, the Board, and the officers of the Association shall have the power to delegate their authority and powers to committees, officers or employees of the Association, or to a manager employed by the Association, provided that the Board shall not delegate its responsibility:

(1) To make expenditures for capital additions or improvements chargeable against the reserve funds;

(2) To conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration, Bylaws or Rules promulgated by the Board;

(3) To make a decision to levy monetary fines, impose special Assessments against individual Lots, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline;

(4) To make a decision to levy regular or special Assessments; and

(5) To make a decision to bring suit, record a claim of lien or institute Foreclosure proceedings for default in payment of Assessments.

L. Appointment of Trustee: The Association, or the Board acting on behalf of the Association, has the power to appoint or designate a trustee to enforce Assessment liens by sale as provided in section 4.9.

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

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

ARTICLE VI ARCHITECTURAL CONTROL

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

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

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

approved plans and specifications.

ARTICLE VII USE RESTRICTIONS

In addition to all of the covenants, conditions and restrictions contained herein, the use of the Project and Lots are subject to the following:

7.1 Use of Lot. Lots in the Project are intended for further development, including further subdivision into Residential Lots. Use of Lots shall at all times be in compliance with the conditions of approval of the Project by City of Bozeman, Montana, and any applicable regulations of the City of Bozeman, including the Unified Development Ordinance. The use of any Residential Lot or Residential Unit shall be limited to and subject to such uses that are in compliance with this Declaration, the Articles, Bylaws and Rules, and the terms of the Design Regulations and Guidelines, the Rules and any approved governing documents of a Sub-association, as the same may be duly amended or supplemented.

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

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

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

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

7.6 Storage. The parking and/or storage of any machinery, equipment, trailer, boats, recreational vehicles (including boats, snowmobiles, campers, rafts, and ATV's) or other personal property is not permitted on any residential property. This is to include public streets, private driveways, side yards, front yards, back yards, alleyways, parks or Common Open Space,

except in compliance with the Rules and this Declaration.

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

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

7.9 Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Trash, garbage and other waste must be kept in appropriate containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall be stored in the garage or in an enclosed storage area screened from view of neighboring Lots, Common Open Spaces and streets. Trash containers may be left out for collection at dusk on the day prior to trash collection and must be returned to storage in the garage or other designated storage area by dusk on the day of collection. No toxic or hazardous materials shall be disposed of within the Project by dumping in the garbage containers or down the drains, or otherwise.

7.10 Antennas. Small antennas (not exceeding two feet in height) may be authorized on Lots for purposes of transmitting or receiving radio, video, television and related signals. Antennas must be hidden from view and require prior Committee approval.

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

7.12 Liability of Owners for Damage to Common Open Space. The Owner of each Lot shall be liable to the Association for all damage to the Common Open Space improvements (including landscaping) caused by such Owner, his agents, employees, guests, invitees or pets, except for that portion of damage covered by insurance carried by the Association. The responsible Owner shall be charged with the cost of repairing such damage (including interest thereon) as described in section 5.1A.

7.13 Leasing of Lots. Owners may rent or lease their Residential Unit to others for residential purposes, except as may be prohibited in this Declaration or governing documents of any Sub-Association. No Owner shall be permitted to lease his Unit for any period less than ninety (90) days. Any lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, the Bylaws and the Rules, and any failure of the tenant to comply with the foregoing shall be a default under the lease, regardless of whether the lease so provides. In the event of such a default, the Owner immediately shall take all action to cure the default including, if necessary, eviction of the tenant. All Owners leasing their Lots shall promptly notify the Secretary of the Association in writing of the names of all tenants and members of tenant's household occupying such Lot and of the address and telephone number where the tenant and such Owner can be reached. Owners remain fully responsible for any lessee's non-compliance with the Declaration, Bylaws and Rules. Leasing a Unit as a short-term rental such as VRBO and Airbnb is prohibited.

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

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

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

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

7.18 Timeshare and Fractional Ownership Prohibition. No Lot, Residential Lot or

Residential Unit, or any portion thereof in the Project shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time sharing or fractional agreement, plan, program or arrangement, including, without limitation, any so called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. This section shall not be construed to limit the personal use of any Lot or any portion thereof in the Project by any Owner or his or her social or familial guests.

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

It is recommended that Owners consult with a qualified Consulting Professional Engineer licensed in the State of Montana prior to initiating construction of their building(s) in order to determine if groundwater could impact the planned structure and what mitigation actions might be taken.

ARTICLE VIII PROJECT DEVELOPMENT REQUIREMENTS

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

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

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

8.3 Kennels. In general, kennels are discouraged in favor of the "invisible fence" system. A kennel shall not exceed 200 square feet. Kennels or dog runs must be placed within the area allowable for side or rear yard fencing. Kennels shall be integrated into the dwelling (attached) to avoid isolation and to provide as much aesthetic appeal as possible. Kennels shall not be higher than six (6') feet in height and must be built using the same building materials as privacy screening. Black or dark bronze chain link kennels may be allowed if they are screened in a manner approved by the Committee. Kennels must be kept clean and free from obnoxious odors or undue barking dogs. All kennels and dog runs must be approved by the Committee.

8.4 Fences. One of the primary goals of the Project is to create an atmosphere that is open and friendly. However, fencing consistent with the Design Regulations and Guidelines may be approved by the Committee. To the extent applicable, allowed fencing dimensions and styles shall be compatible with those adopted in the Design Regulations and Guidelines for the Project.

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

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

8.7 Exterior Lighting. All exterior lighting of the Project, and on a Lot or Residential Unit will be subject to Committee approval.

8.8 Seasonal Lighting. Seasonal lighting is permitted for illumination during the time period between Thanksgiving and January 31. Seasonal lights may be installed between November 15 and January 15. Should extreme weather conditions become a factor in removal of seasonal lights within the designated time frame, it shall be in the sole discretion of the Committee to grant an extension of the allowable time period for removal. Seasonal lighting and electrical cords shall be located to respect driveway snowplowing operations and sidewalk snowremoval operations. Cords shall never be located over public sidewalks.

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

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

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

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

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

ARTICLE IX

INSURANCE; DAMAGE OR DESTRUCTION; CONDEMNATION

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

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

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

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

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

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

(6) flood insurance if the Project is located in an area designated by an appropriate governmental agency as a special flood hazard area; and

(7) such other insurance as the Board in its discretion considers necessary or advisable.

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

and to adjust the policies accordingly.

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

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

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

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

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

If Common Open Space improvements are damaged or destroyed by fire or other casualty, the improvements shall be repaired or reconstructed substantially in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction, and subject to such alterations or upgrades as may be approved by the NWXRAC, unless either of the following occurs: (1) the cost of repair or reconstruction is more than fifty percent (50%) of the current replacement cost of all Common Open Space improvements, available insurance proceeds are

not sufficient to pay for at least eighty-five percent (85%) of the cost of such repairs or reconstruction, and three-fourths (3/4) of the total voting power of the Association vote against such repair and reconstruction; or (2) available insurance proceeds are not sufficient to substantially repair or reconstruct the improvements within a reasonable time as determined by the Board, a special Assessment levied to supplement the insurance fails to receive the requisite approval (if such approval is required) as provided in section 4.4, and the Board, without the requirement of approval by the Owners, is unable to supplement the insurance by borrowing on behalf of the Association sufficient monies to enable the improvements to be substantially repaired or reconstructed within a reasonable time.

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

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

ARTICLE X GENERAL PROVISIONS

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

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

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

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

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

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

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

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on the Project (except upon Lots owned by others), such structures as may be

reasonable and necessary for developing said Project as a residential community and disposing of the same by sale, including a sales office and design center; or

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

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

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

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

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

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

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

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

In the event of a violation of the Project Documents, the Association may record a Notice of Violation against the Lot of the non-complying Owner. Upon recording a Notice of Violation, the Association shall have complete discretion in deciding whether, when and how to proceed with enforcement, and any delay after recording a Notice of Violation shall not give rise to a defense of waiver or estoppel in favor of a noncomplying Owner. The Association may take action to enforce compliance against a subsequent Owner who acquires a Lot with a recorded Notice of Violation. The right of the Association to record a Notice of Violation shall be in addition to all other rights and remedies the Association may have at law or under the Project Documents. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration, or in the Articles or the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns.

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

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

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

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

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

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

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

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

ARTICLE XI ENFORCEMET

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

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

ARTICLE XII SPECIAL DECLARANT RIGHTS

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

A. To complete any improvements indicated on plat maps or development plans filed with the Declaration or otherwise a part of the preliminary plat approval granted by the City of Bozeman as may be amended from time to time;

B. To maintain sales offices, management offices, signs advertising on the Project as set forth in section 12.3;

C. To use easements through the Common Open Space for the purpose of making improvements within the Project;

D. To merge or consolidate the Association with another common interest community of the same form of ownership or make it subject to a master association;

E. To operate a resale or rental office on site after all the Lots have been developed, sold and completed; and

F. To exercise any rights granted to the Declarant by these Covenants.

12.2 Transfer of Special Declarant Rights.

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

B. Transfer. Any or all Special Declarant Rights identified in this section, Development Rights, or any of the other special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded as a public record in the Office of the Clerk and Recorder of Gallatin County.

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

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

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

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

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

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

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

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

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

Declarant shall have the right to assign the rights contained in this section 12.8 to charitable organizations or foundations selected by Declarant. Declarant's right to use the Common Open Space for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Declaration.

ARTICLE XIII
AMENDMENT, ANNEXATION, AND WITHDRAWAL

13.1 Amendment by Declarant. During the Development Period, Declarant may from time to time unilaterally amend this Declaration for any purpose including but not limited to amendment: (i) necessary to bring any provision in compliance with any applicable governmental statutes, necessary governmental registrations, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser or mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots or to insure the Project or any portion thereof, including any individual Lot; (v) necessary to allow the Association to obtain insurance contemplated by this Declaration, including without limitation, property or liability insurance, at a reasonable price and on reasonable terms; (vi) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental agency; (vii) necessitated in conjunction with the development of the Commercial Development of the Property.

13.2 Amendment by Owners. This Declaration may be amended by: (a) the affirmative vote or written consent, or any combination thereof, of a majority of the voting interests of the Members entitled to vote; and (b) the written consent of the Declarant, so long as it owns at least one Lot. To be effective, any amendment must be recorded with the office of the Clerk and Recorder of Gallatin County, Montana. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant.

13.3 Owner Authority. If an Owner consents to any amendment of this Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

13.4 Withdrawal During the Development Period. Declarant may from time to time unilaterally amend this Declaration for the purpose of removing property then owned by Declarant or its affiliates from the coverage of this Declaration. Any property removed from this Declaration shall be subject to whatever easements, if any, are reasonably necessary for access to or operation of the Subdivision and each Lot. Any amendment pursuant to this paragraph shall not require the consent of the Owners or the Board of Directors.

13.5 Plat Amendment. During the Development Period, Declarant may unilaterally amend the plat of the Project without the additional consent of any Owner or the Board of Directors; provided, however, that nothing in this paragraph allows Declarant to replat the property

underlying any building or structure (*i.e.*, change a boundary line or platted easement under a building or structure) without the consent of the Owner of such building or structure.

13.6 Merger or Consolidation. During the Development Period, Declarant may merge or consolidate the Association with a property owners association of the same form of ownership, or with the Commercial Development owners' association. Upon written request from Declarant during the Development Period, the Board of Directors and each Lot Owner shall execute such documents and take such actions as shall reasonably be requested by Declarant to approve and effect any such merger or consolidation.

13.7 Agreement Regarding Amendments. The Lot Owners, the Association, lien holders, mortgagees, and all others acquiring any interest in or lien on the Lots, the Common Open Space, or any other portion of the Subdivision shall be bound by the rights of Declarant to amend and supplement this Declaration and the plat of the Property as set forth in this Declaration, including, without limitation, in connection with any annexation of Annexed Property or removal of property from this Declaration, and their consent to such amendments and supplements is implied and agreed to by the acceptance or acquisition of any interest in or lien on the Lots, the Common Open Space, or any other portion of the subdivision. Declarant is hereby appointed the Lot Owners', the Association's, lien holders', and mortgagees' agent and attorney-in-fact to execute and record such amendments, supplements, and related documents.

ARTICLE XIV REQUIREMENTS OF CITY OF BOZEMAN

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

14.1 Noxious Weeds. The control of noxious weeds by the Association on those areas for which the Association is responsible and the control of noxious weeds by individual Owners on their respective Lots shall be as required by the Montana Noxious Weed Control Act (§ 7-22-2101, MCA through § 7-22-2153, MCA as amended) and the rules, regulations and management plans of the Gallatin County Weed District. Both unimproved and improved Lots shall be managed for noxious weeds. In the event an Owner does not control the noxious weeds after 10 days' notice from the Association, the Association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the Lot and such Assessment may become a lien if not paid within thirty (30) days of the mailing of such Assessment. The Association is responsible for control of state and county declared noxious weeds in the Community parks, Common Open Spaces, Community areas, trails, and roadways. Nothing herein shall require or obligate the Gallatin County Weed District to undertake any management or enforcement on behalf of the Association or Owners that is not otherwise required by law of the

Gallatin County Weed District Management Plan.

14.2 Agricultural Use of Neighboring Properties. Property Owners of the Subdivision are informed that nearby uses may be agricultural. Property Owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical sprays and the use of machinery early in the morning and sometimes late into the evening. All fences bordering agricultural lands must be maintained by the Association and/or applicable Owner(s) in accordance with MCA Title 70 Chapter 16 Part 2, Title 81 Chapter 4 Part 1, or other relevant state law

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration this 3rd day of June, 2022.

DECLARANT:

NWX, LLC

By: [Signature]
Bryan Klein, Manager

STATE OF Montana)
 :SS
COUNTY OF Gallatin)

This instrument was acknowledged before me on 3 June 22, by Bryan Klein as the managing member of NWX, LLC, a Montana limited liability company. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[Signature]
Notary Signature

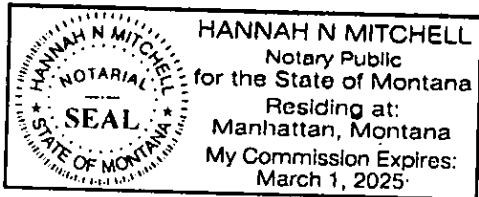


EXHIBIT A

**Legal Descriptions
“Property” “Residential Project”
“Commercial Development”**

“Property”

Northwest Crossing Subdivision - Phase 1, being the NE ¼ of Section 4 also known as Tract 5 of Certificate of Survey No. 2552; situated in the NE ¼ of Section 4, Township 2 South, Range 5 East, Principal Meridian, City of Bozeman, Gallatin County, Montana, more particularly described as follows:

Beginning at the Northeast Corner of Section 4 as described in Certified Corner Record Book 2, Page 261 doc. # 154636 and Book 4, Page 276 doc # 2412303, also being the Southeast Corner of Tract 1 of Certificate of Survey No. 2553, **the Point of Beginning**; thence S.0°59'41”W. along the line between Section 4 and Section 3 a distance of 2627.49 feet to the East ¼ Corner of Section 4 as described in Certified Corner Record Book 2, Page 251 doc. # 153209; thence S.89°30'03”W. along the mid-section line of Section 4 a distance of 2649.87 feet to the Center ¼ Corner of Section 4 as described in Certified Corner Record Book 2, Page 1427 doc. # 336115, also being the Southeast Corner of Tract 4 of Certificate of Survey No. 2552; thence N.0°25'52”E. along the east line of said Tract 4 of Certificate of Survey No. 2552 a distance of 2625.17 feet to the North ¼ Corner of Section 4 as described in Certified Corner Record Book 3, Page 922 doc. # 2294184 also being the Southwest Corner of Tract 1 of Certificate of Survey No. 2553; thence N.89°27'46”E along the south line of said Tract 1 of Certificate of Survey No. 2553 a distance of 2675.75 feet to **the Point of Beginning**. The area of the above-described parcel of land is 160.51 acres, more or less.

“Residential Development”

Restricted Lots 1-15 as shown on the Final Plat for Phase 1 Northwest Crossing Subdivision, Bozeman, Gallatin County, Montana recorded as document number 2780429 on the records of the Gallatin County Clerk and Recorder.

“Commercial Development”

Blocks 1-4 (Lots 1-14) as shown on the Final Plat for Phase 1 Northwest Crossing Subdivision, Bozeman, Gallatin County, Montana recorded as document number 2780429 on the records of the Gallatin County Clerk and Recorder.

*Declaration of CC&Rs and Reservations of Easements
Northwest Crossing Subdivision Residential*

EXHIBIT B

Design Regulations and Guidelines

EXHIBIT C

Riparian Management Plan

EXHIBIT D

Dewatering Plan





Northwest Crossing
Residential Development

**DESIGN REGULATIONS &
GUIDELINES**

Bozeman, Montana

June 2, 2022

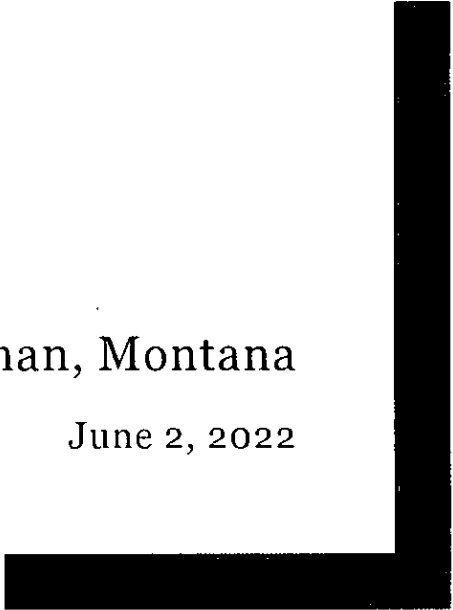


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SECTION 1: ARCHITECTURAL CONTROL

Introductions, Purposes & Definitions

Introductions

These Building and Landscape Design Regulations and Guidelines for Restricted Lots 1-15 of Northwest Crossing are a component of the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Northwest Crossing Subdivision Residential Development which are implemented by the Northwest Crossing Residential Architectural Committee (“NWXRAC”) in association with the Declarant and the Northwest Crossing Residential Owners Association, Inc. (Association).

Purposes

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

Definitions

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

Architectural Control Process

Intent

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

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

Standards for review

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

Approval or Disapproval by NWXRAC

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

deviation of any substance from the approved plans, shall be promptly corrected at the sole expense of the Owner.

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

Inspection of Work

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

Conformance Deposit

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

Design Submittal Inclusions

A review fee will be required at the time of submission of all the design submittal documents and materials. The purpose of the design review fee shall be to defray the cost of NWXRAC's review of all proposed site plans and specifications submitted to them. The fee shall be evaluated and set by the Board from time-to-time. The Pre-Application Design Review fee shall initially be

\$300.00. The Final Design Review Application shall initially be \$600.00. The NWXRAC will not commence a review of any kind without being in receipt of all items identified in the pre-review and Final Review Checklist (See Appendix A).

Builders and owners must submit plans, elevations, and color renderings for Pre-Application Design Review. These preliminary reviews can expedite the review process by identifying early potential conflicts with the Design Regulations and Guidelines as well as identifying potential solutions. This typically results in a cost savings by identifying conflicts prior to finalization of construction drawings.

After approval of the Pre-Application Review, the Final Design Review Application shall be submitted with all items identified in Final Review Checklist (See Appendix A).

Start of Construction

There shall be no construction work initiated without a building permit issued by the City of Bozeman and without written approval of the plans by the NWXRAC. All building construction and landscaping must conform to both the final approved plans by both the City of Bozeman and the NWXRAC.

Temporary Structures

Temporary structures, such as sanitary facilities, construction trailers, material storage facilities and trash receptacles must be contained within the Lot and must not be placed on the Lot more than twenty (20) days before construction begins. Under special circumstances, and with the prior approval of the Association, construction materials may be stored outside the Lot if such storage does not adversely affect the native landscape. Portable toilets shall be located only within the Lot or in an area approved by the Association. All temporary structures shall be removed within thirty (30) days after completion of construction.

Debris & Trash Removal

Contractors must clean up all trash and debris on the construction site at the end of each day. Trash receptacles must be adequately sized to handle construction debris. During construction, each site must be kept neat and tidy to prevent it from becoming unsightly or affecting adjacent Lots. The Owner shall be responsible for taking necessary precautions to prevent debris from blowing off the construction site and shall clean up any debris blown off the Lot. Any cost incurred by the Association in collecting and/or disposing of construction debris or trash may be assigned to the Lot on which the debris or trash originated.

Construction Activity: Dust, Mud and Noise

Each Contractor shall be responsible for controlling dust, mud and noise, including without limitation, music from the construction site. Radios, music players and similar items must be kept at a low level to minimize disturbance to neighbors. Dirt, mud or debris from construction activity must be removed on a daily basis from roads, open spaces, driveways or other areas of

fall onto adjacent properties. Landscape Design considerations will be a critical component to a successful Site Design.

Scale

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



Rhythm

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



the Subdivision. Storm water and run off must be retained as per city code. Rumble strips at construction exits must be installed.

Access, Vehicles, Equipment and Parking

Parking is restricted to areas within the Lot under construction or in areas designated by the Reviewer. Contractors are not permitted to park on other Lots or adjacent Lots without written approval of the adjacent Lot Owner and the Association. Vehicles shall not be parked in a manner which inhibits traffic. Vehicle maintenance, including oil changes, and cleaning by Contractors, is restricted to the Lot under construction, and all residue must be cleaned.

Variances and Deviations

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

Completion

Once started, all work on any improvement upon any Lot must be maintained on a continuous and diligent basis until completion, which shall not exceed 24 months, unless otherwise approved in writing from the NWXRAC.

SECTION 2: PRINCIPLES OF DESIGN

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

Site Evaluation and Design

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

Proportion

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



Balance

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



Color

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

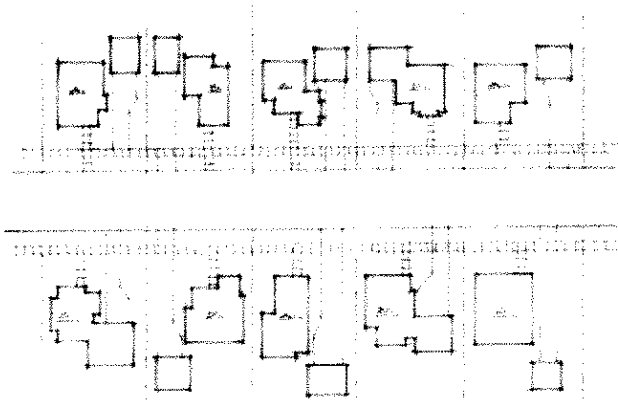


Diagram indicates color schemes (A, B, C, D) and required separation/similar color schemes

Texture and Shadows

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



Materiality

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

Design Integrity

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



SECTION 3: ARCHITECTURAL DESIGN GUIDELINES

Intent

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

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

Homes are to be based upon the following or a contemporary interpretation of these design styles:

- American Foursquare
- Craftsman
- Modern Farmhouse
- Prairie

Lots backing to West Oak Street, Cottonwood Road, Baxter Lane, Harvest Parkway and Laurel Parkway

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

Allowable Uses, Allowable Areas and Setbacks

Allowable Uses

No “for rent” apartment building(s) shall be allowed. All lots shall be used exclusively for single-family detached and single-family attached residential dwelling units and not occupied by more than one household (as defined by the City of Bozeman Unified Development Code) shall occupy such residences, provided however that nothing in this subparagraph shall be deemed to prevent any person from pursuing his or her calling upon the lot or dwelling unit owned by or occupied by such person, if such person primarily uses such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product, work for sale, or service provided to the public upon such lot or dwelling unit, and such use complies with all applicable City of Bozeman requirements. The leasing of any lot from time to time by the Owner thereof is subject to all of the restrictions as may be adopted from time to time by the Association. Home occupations or professions shall be allowed on lots in Northwest Crossing provided that they adhere to the requirements of the City of Bozeman Uniform Development Code. No advertising or directional signs relating to a home occupation or profession shall be allowed within the private, public, or commonly held lands within Northwest Crossing. Any such home occupation or profession may require a City of Bozeman Home occupation license or business license.

Setbacks

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

Height Limits

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

Maximum and Minimum Dwelling Sizes

The maximum dwelling size is defined according to Bozeman UDC.

Single freestanding/detached household shall provide the minimum living space of 1,500 square feet exclusive of garages, decks, porches and carports. The intent of this requirement is to promote efficient use of the land due to complement Bozeman UDC minimum lot sizes. Other housing typologies are not required to follow minimum requirement.

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

Roofs

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

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

Roof Articulation Measurement Criteria

Pitches

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

Secondary Roof Structures

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

Eaves, Soffits, and Fascia's

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

Skylights

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

Solar Collectors

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

Roofing Materials

Roofing materials shall enhance the building and need to be compatible with the surrounding NWX neighborhood. The recommended roofing materials are natural cedar shakes, cedar shingles, metal roofing, fiberglass, and asphalt composition shingles in an “architectural” grade. Other materials may also be considered with written approval of the NWXRAC. 3-tab asphalt shingles and exposed fastener delta rib metal roofing will not be permitted. The roofing material must be compatible with the overall house color scheme.

Gutters, Downspouts and Flashings

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

Roof Mounted Equipment and Ventilating Roof Penetrations

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

Exterior Walls

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

Foundation Walls

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

Materials

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

basis pending their conformance the overall character of the development. All materials will be required to be submitted to the NWXRAC for review.

Massing/Wall Form

No wall shall consist of a single finish treatment for more than fourteen (14) horizontal feet without interruption by a wall projection or a different siding material, widow, wall corner, chimney, wall recess, porch or other architectural form that adds interest. An exception to this may be provided with NWXRAC approval if the un-interruption enhances the building design.

Windows and Doors

Windows and doors are an important architectural element and therefore significant numbers are highly encouraged. All glazing in windows and doors shall be of double or triple glazing. No mirror or colored glazing shall be allowed. All windows and doors shall be vinyl, aluminum clad, finished wood or other material acceptable to the NWXRAC. Unclad custom-built windows for individual applications shall be trimmed and painted to provide consistent appearance with all other windows of the home. Custom-built windows must be approved by the NWXRAC on a case-by-case basis. The patterns, sizing, symmetry (or asymmetry) of windows and doors determines the scale and feel of a home. The NWXRAC will require that the following aspects be carefully addressed in the window and door design:

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

Decks, Balconies, Patios and Porches

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

Entries

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

Exterior Lighting

All residential lighting (non-street lighting) shall be illuminated with lights that meet the City of Bozeman UDC standard requirements. The use of 'up lighting' of any landscape or architectural feature is not permitted, all landscape and site lighting must be 'Dark Sky' compliant. In addition, all outdoor residential lighting shall be free of glare and shall be fully shielded or shall be indirect lighting. No illumination shall extend beyond a property's lot line. No unshielded lights shall be permitted. All landscape lighting is to be considered on a case-by-case basis and must be

clearly indicated on all landscape plans and manufacturer cut sheets must be submitted to the NWXRAC for review prior to installation. For the purpose of this paragraph, the following definitions shall apply:

- Fully shielded lights: outdoor residential light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by a photometric test expert.
- Indirect light: Direct light that has been reflected or has scattered off of other surfaces
- Glare: Light emitting from a luminary with an intensity great enough to reduce a viewer's ability to see, and in extreme cases, causing momentary blindness
- Outdoor Lighting: The nighttime illumination of an outside area or object by any man-made device located outdoors that produces light by any means.

Garages and Accessory Buildings

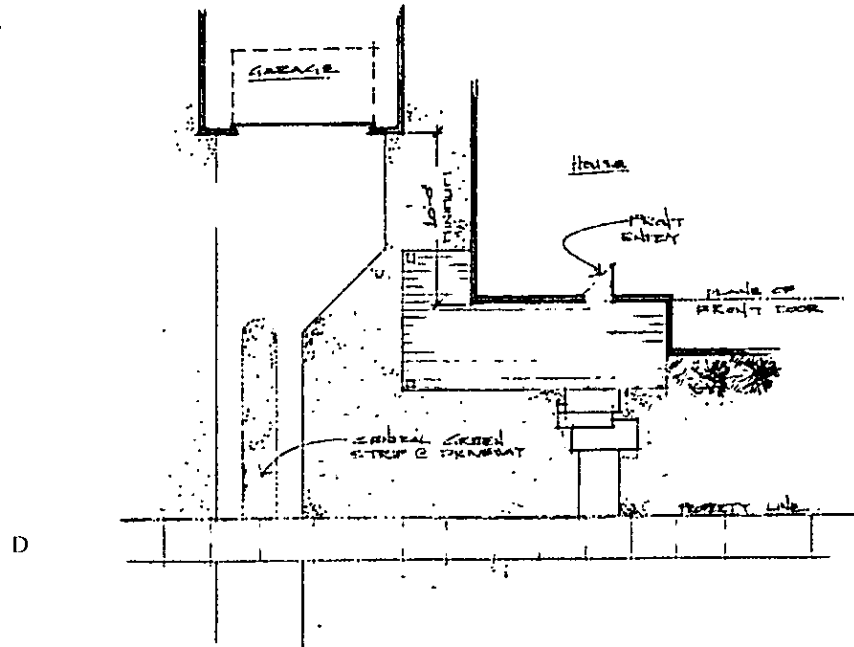
Each single household home is required to have a minimum of an attached or detached two (2) car garage with a sectional roll up door(s). All garages shall be subordinate to the home and as such shall not be the dominant feature of any home. The garage door color must be compatible with the overall house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

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

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

primary and secondary streets, as described above.

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



Prohibited Building Types

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

Accessory Dwelling Units

All Accessory Dwelling Units (ADU's) shall conform to City of Bozeman UDC requirements as well as any other necessary approvals as determined by City, County and State.

Enforcement

Enforcement of the Design Regulations and Guidelines shall be through the Declarant Northwest Crossing Residential Owners Association, or the NWRAC.

Declarant's Right to Amend

For a period of twenty-five (25) years following the recording of this document, or until 90% of the lots within Northwest Crossing are sold, whichever is the last to occur, the Declarant reserves the right to amend these Design Regulations and Guidelines as the Declarant deems necessary or advisable. Such amendments shall have prospective application only, unless agreed to by the affected homeowners.

Each lot owner and each holder of a mortgage or trust indenture on a unit, by acceptance of the deed or security instrument, hereby consents to all such amendments and grants unto the

Declarant, as well as its successors and assigns, a limited irrevocable power of attorney, coupled with an interest, to amend this document without the need for a vote of the owners.

SECTION 4: LANDSCAPE DESIGN GUIDELINES

Intent

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

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

General Requirements

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

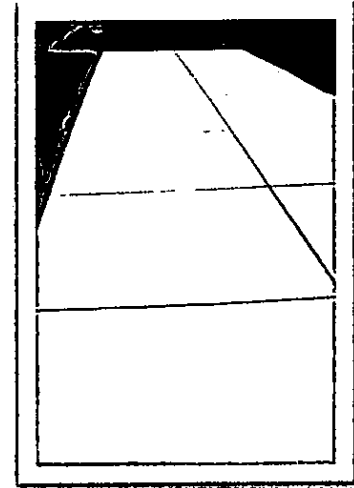
Drive Surfaces

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

Broom Finished Concrete

Sidewalks

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



Parking

- Parking is to be limited to private driveways which are a minimum of 18 feet in length and individual garages. The parking of vehicles in any non-designated area including side yards, front yards, back yards, driveway areas less than 18 feet in length, parks, and open spaces is not permitted.
- The parking of company vehicles, both on private residential lots and within designated parking areas is not permitted.

Planting

Street and Boulevard Trees

- All street trees to be compatible with the current City of Bozeman Approved Street Tree list and be approved by the City Forester prior to installation.
- All street and boulevard trees must conform to the City of Bozeman code;

Residential Tree Requirements

- All lots are to plant a minimum of five (5) total trees including required street and boulevard trees, with a caliper size of 2" for three (3) trees and a caliper size of 2.5"-3" for two (2) of the trees and species approved by the City's Forestry Dept.
- The planting hole shall be at least twice the diameter of the root ball, the roof flare of the newly planted tree invisible and above ground, and there shall be a mulch ring 3'-4' in diameter around each newly planted tree. One (1) of the minimum five (5) required trees shall be conifers, and these coniferous trees shall not be less than six (6) feet in height.

Residential Mixed Planting Beds

- Planting beds are to contain mixed shrubs and perennials, the naturalized massing of species is preferred to the sporadic planting of individual species.
- Mixed perennial and shrub planting beds shall be used in the screening of building entrances, parking areas and around building perimeter. No exposed concrete building foundation will be allowed and must be screened through landscape plantings for the perimeter of the building.
- Perimeter mixed planting beds are required in all areas of exposed foundation. Additionally, two (2) appropriately sized mixed planting beds in the front yard and one (1) mixed planting bed in the back yard are required.
- The use of native and/or waterwise plantings is encouraged
- All perennials and shrubs are to be selected from the Northwest Crossing Approved Shrub and Perennials List (See Appendix) but must also meet current UDC water conservation

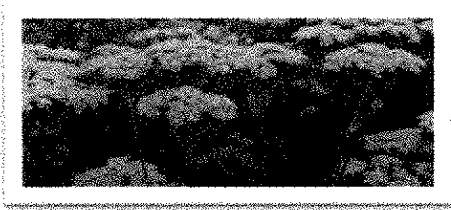
requirements, any alternate species to be submitted to the NWXRAC for review and approval prior to installation.

Lawns

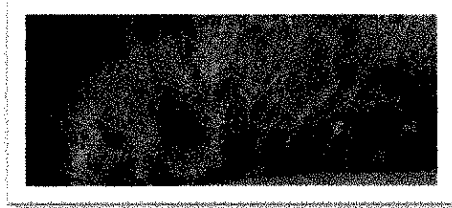
- All designated lawn areas to be established by either sod or seed, the use of drought tolerant sod mixes is encouraged. All lawn areas to be clearly indicated on landscape plans. Rock and gravel type ground covers will not be allowed as a general surface finish but may be allowed for limited areas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

Alleyways

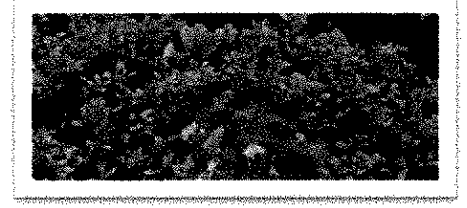
- All properties with back lot line adjacent to a designated alleyway shall maintain a mixed shrub planting within the designated six (6) ft easement. The easement shall be appropriately planted with shrubs to provide screening and mulched with an aggregate.



Yarrow 'Terra Cota'



Kinickinik



Russian Sage

Irrigation

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

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

Maintenance

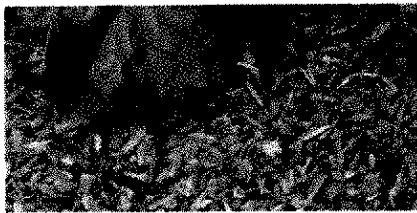
- All trees and shrubs to be maintained in a healthy state, any tree or shrub showing more than 30% desiccation shall be replaced.
- All shrub and perennial beds shall be maintained with adequate mulch or rock cover. No planting bed shall have less than 3" layer of mulch or rock. Any area of exposed weed fabric shall have additional rock or mulch placed over it.
- Use cultural methods (mulch, pruning, irrigation, etc.) to encourage plant health and growth and to discourage weeds. Keep planter beds and tree wells free of weeds and debris.
- All landscaping must be maintained to the minimum standard stated in the City of Bozeman ordinance.
- Mulch or gravel is to be used in all planting beds and around the base of all trees and shrubs planted within lawns and open spaces. Mulch type and depth is to be clearly indicated on all landscape plans and is subject to approval by the NWXRAC prior to installation.

Approved Mulches

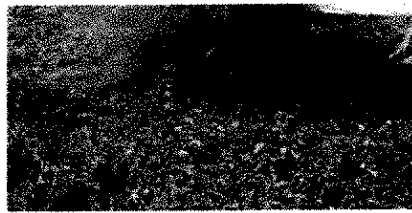
Any organic mulch such as (shredded cedar, bark chips, soil pep, etc.), with natural earth tones and textures.

Natural stone aggregate with earth tones

- No lava rock will be permitted in any part of the landscape
- No artificial or bright colored aggregate will be permitted
- No river rock greater than 4" in diameter will be permitted



'Mini Nugget'
Fir Bark



Shredded Cedar
Mulch



Big Sky 'Gold'
Cobble

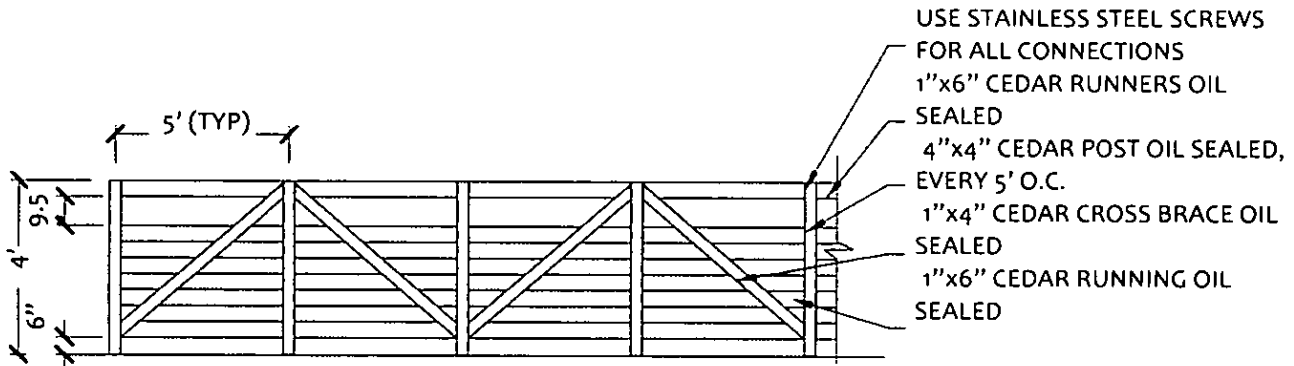
Fences

One of the primary goals of the project is to create an atmosphere that is open and friendly. However, fencing consistent with these regulations and guidelines may be approved by the NWXRAC. No fencing is allowed in street-facing yards or in required street vision triangles. All fencing is required to be 7/8" Western Red Cedar with flat tops and no stain or paint color. All fences shall be sealed clear to protect them from weather and elements and to maintain appearance. The following fence types may be permitted.

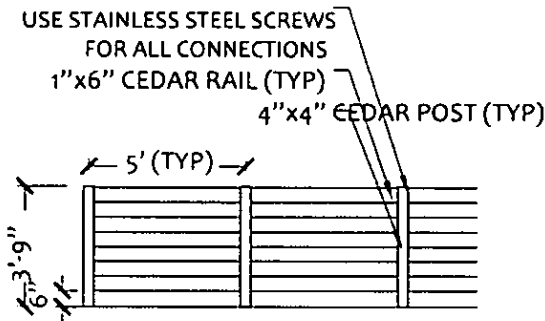
Cottonwood Road, West Oak Street and Baxter Lane Frontage Fence Requirements

Fences are to be used to increase privacy for lots with rear lot lines and side yard lot lines adjacent to Cottonwood Road, West Oak Street and Baxter Lane ("Arterial Streets"). Street frontage fencing to be installed per street frontage fence plan per each phase of development.

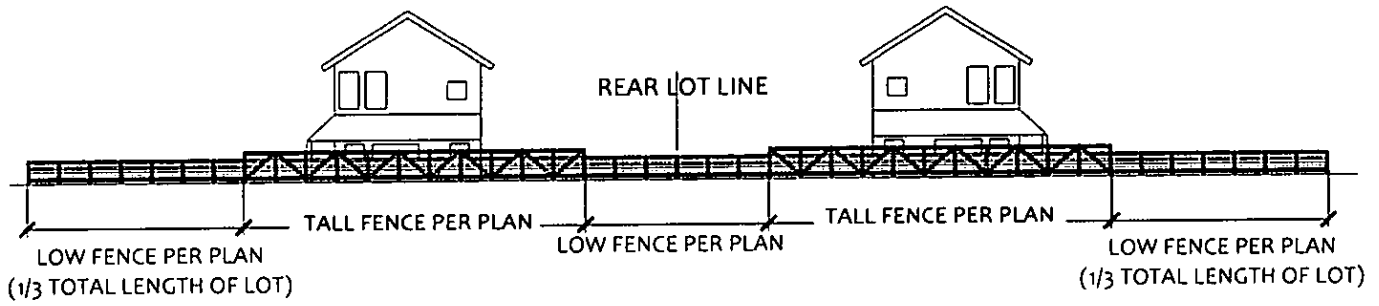
- Fence Style A: height of 4 ft to be used in all designated "tall fence" areas within street frontage fence plan
- Fence Style B: height of 3'9" to be used in all designated "low fence" areas within street frontage fence plan.



Fence Style A: Arterial Street Frontage Tall Fence



Fence Style B: Arterial Street Frontage Low Fence

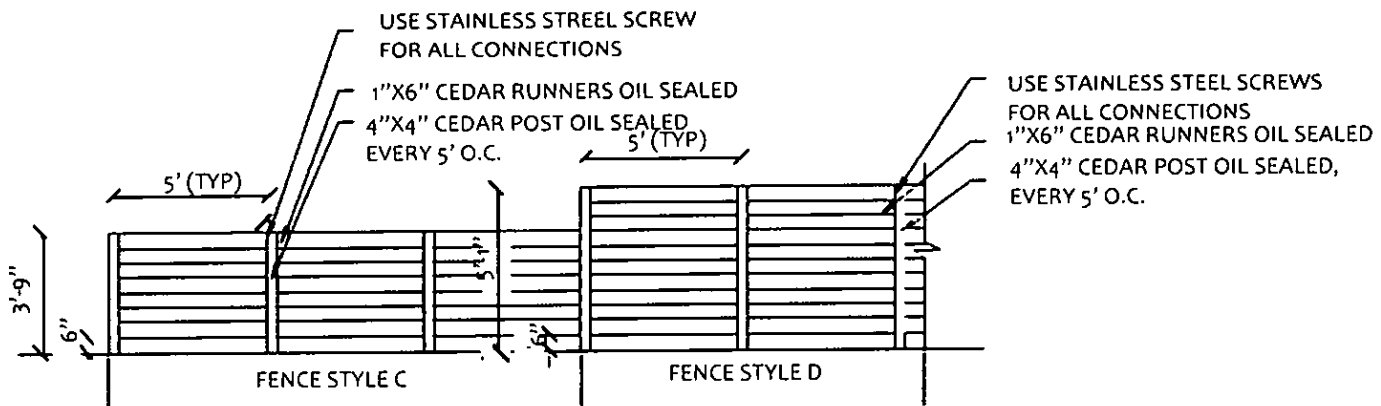


Typical Arterial Street Frontage Fence Elevation

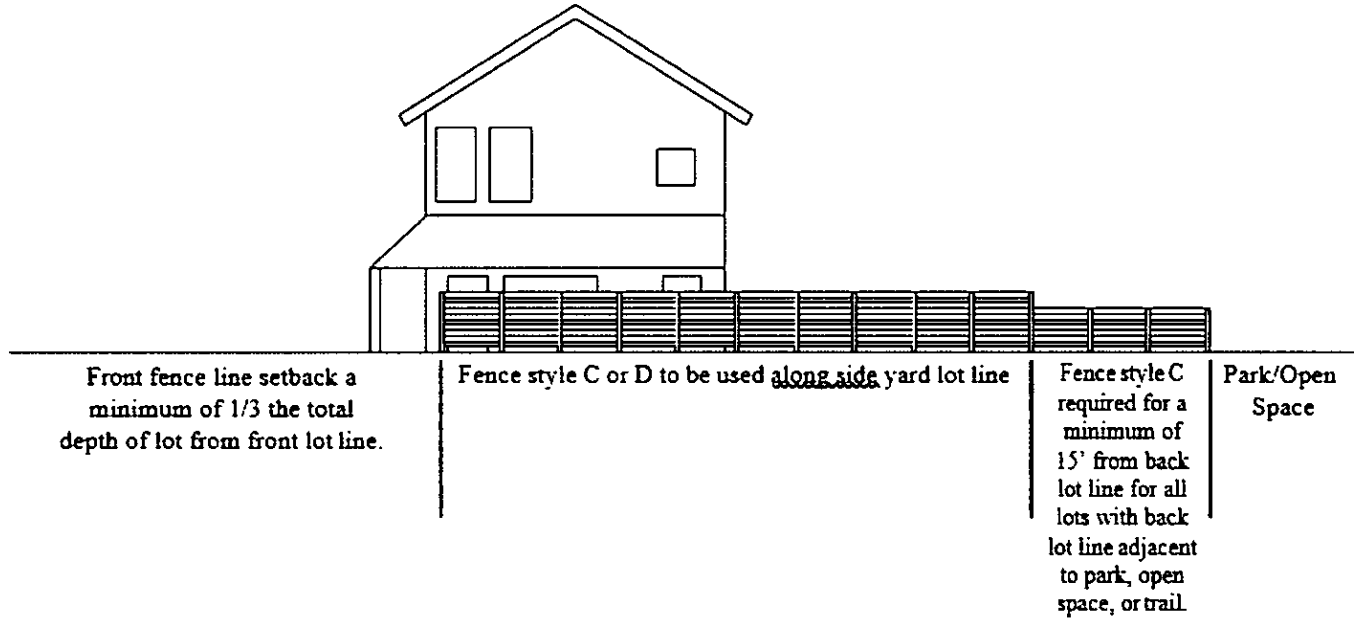
Interior Lot Fencing (without park, open space, trail, or street frontage)

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

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



Interior Lot Side Yard and Side Street Fence Typical

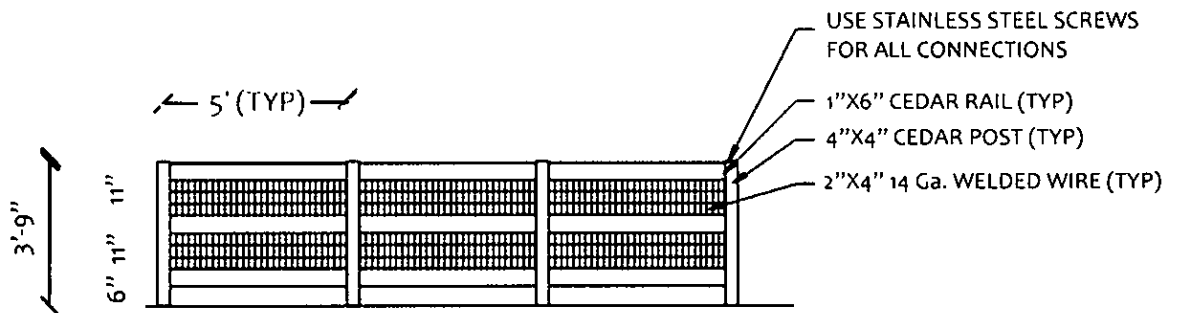


Typical Interior Lot Side Yard Fence Line with Park / Open space Adjacency

Parks, Open Space, and Trails Fence

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

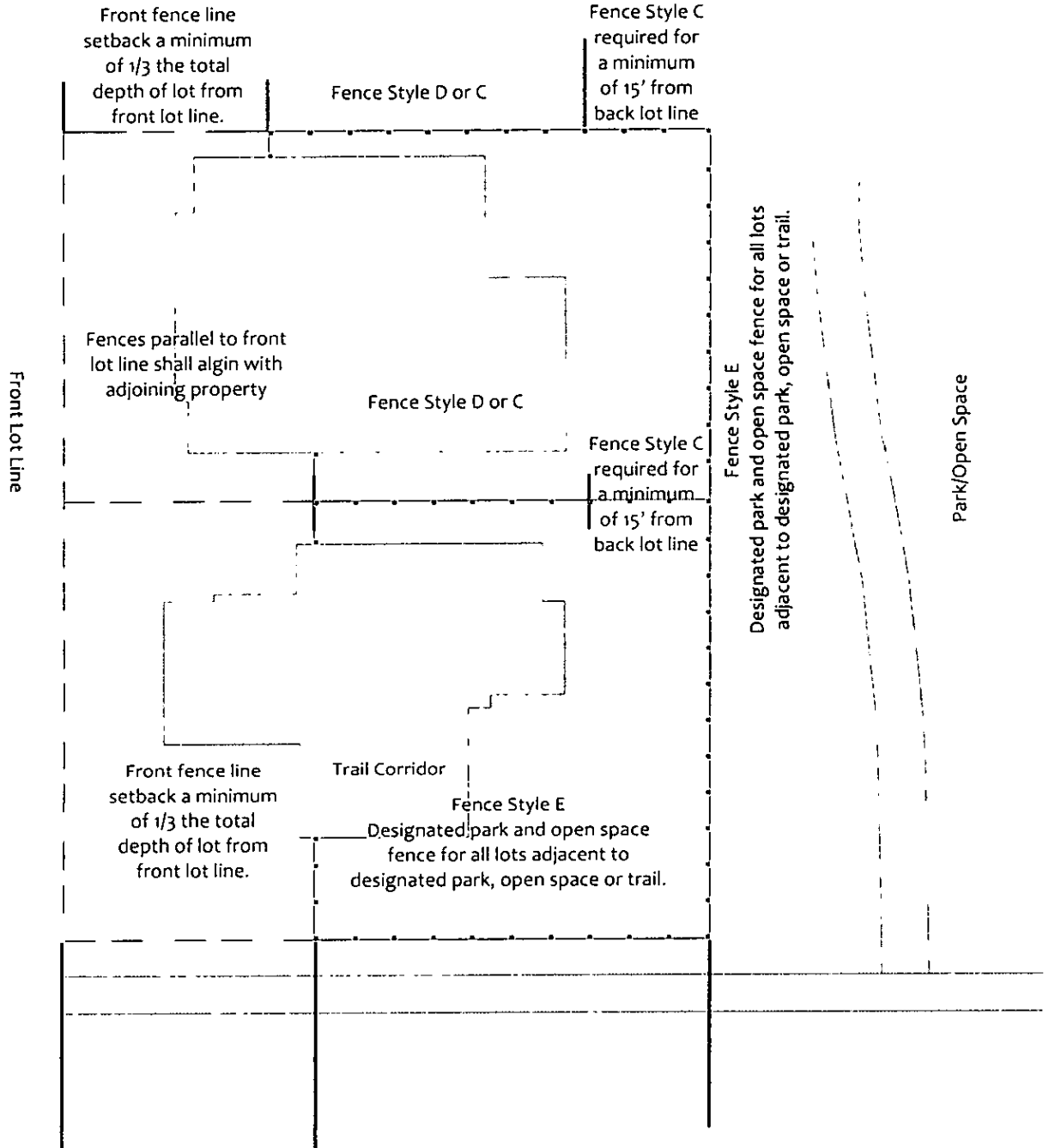
- Fence Style E: height of 3'9" to be used along rear lot line and/or side yard lot line with park, open space, or trail, adjacency.
- All fence design shall be as depicted below. Fence height, style and location shall be clearly marked on all landscape plans and be coherent with fence diagrams depicted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



Style E: Typical Park, Open Space, Trails Fence

Lot Layout Fence Diagram A

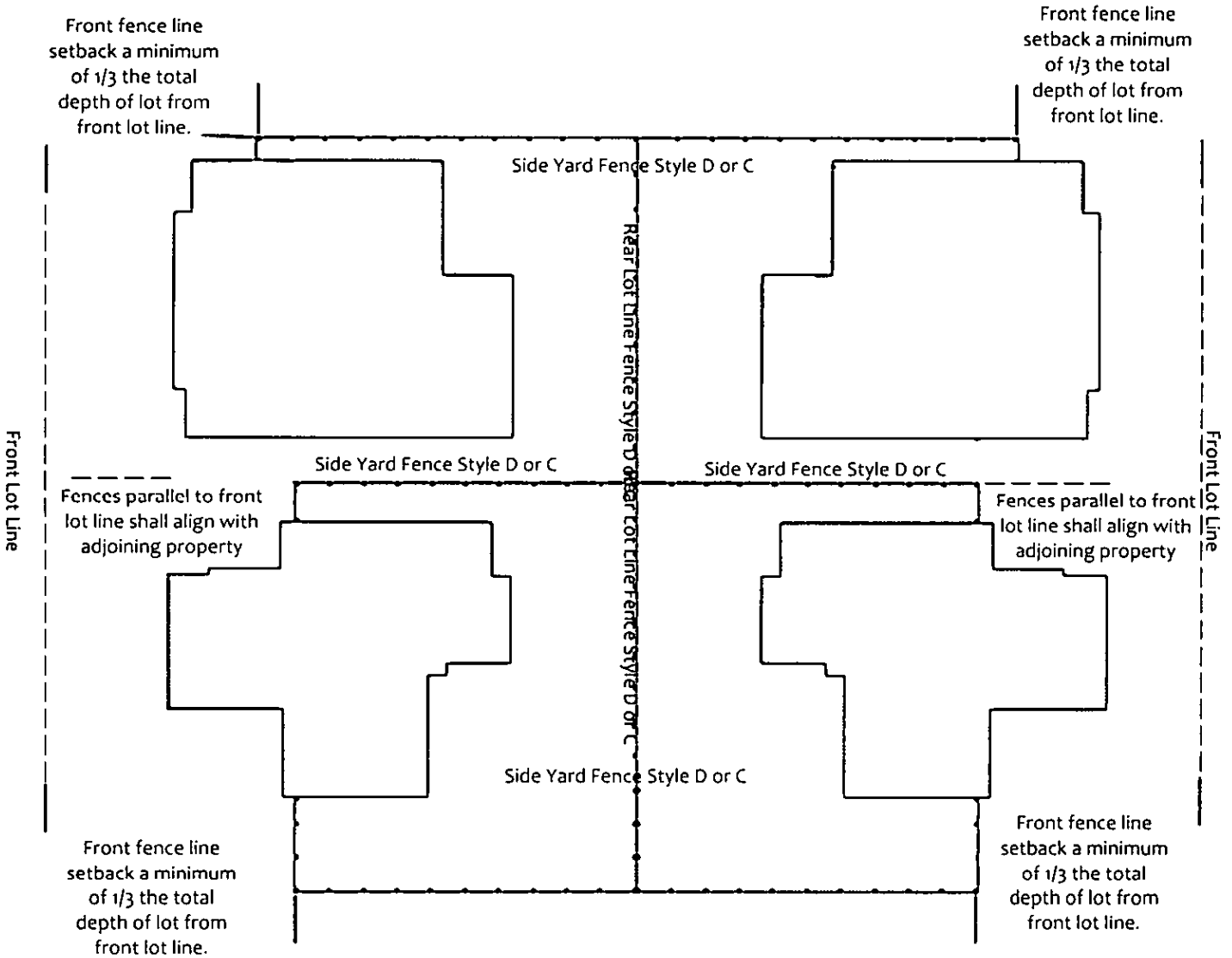
All allowable fencing to be installed per diagrams below. Only designated fence types are to be installed within designated areas. No alterations or substitutions are allowed without approval of NWXRAC prior to installation.



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

Lot Layout Fence Diagram B

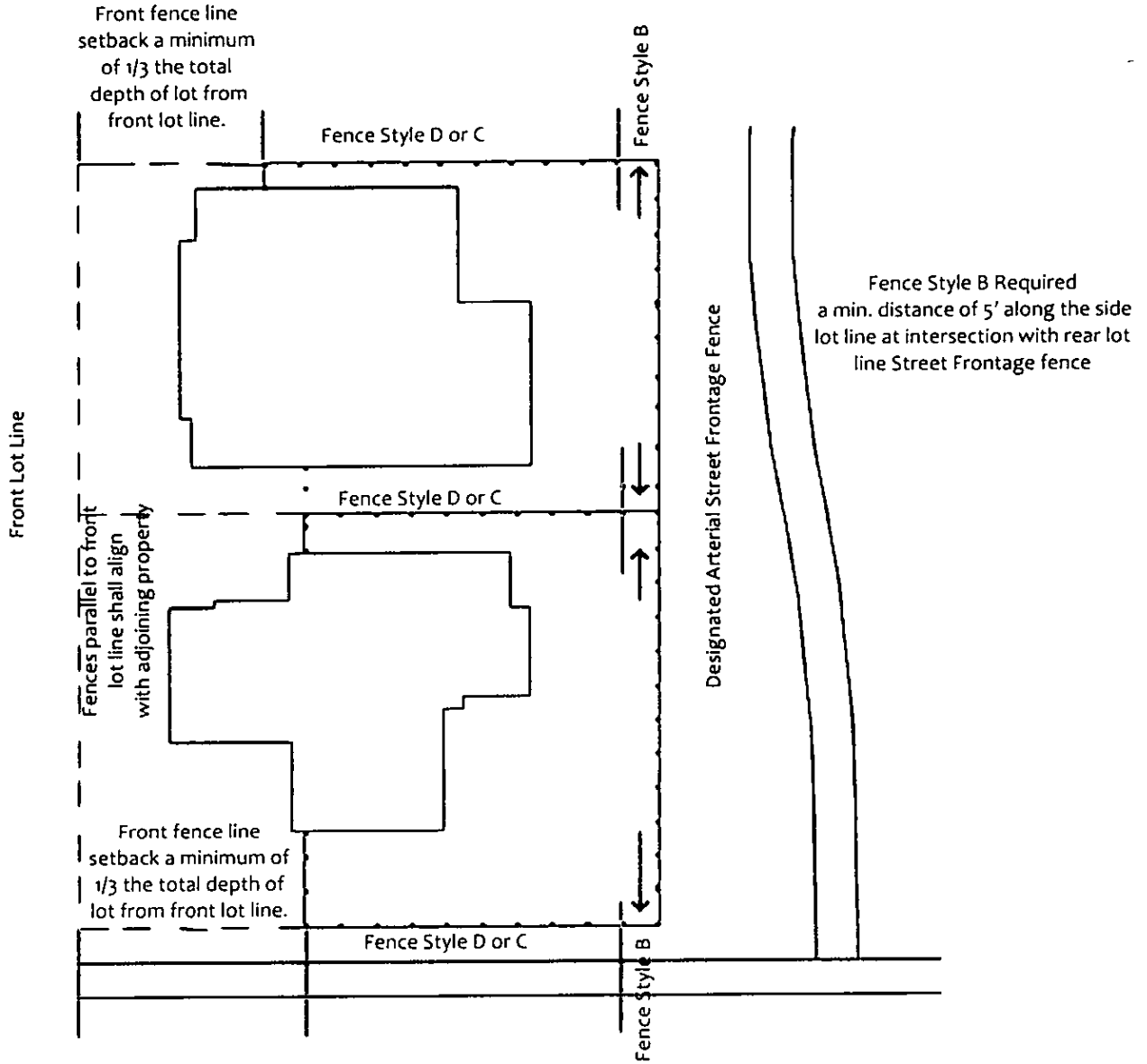
All allowable fencing to be installed per diagrams below. Only designated fence types are to be installed within designated areas. No alterations or substitutions are allowed without approval of NWXRAC prior to installation.



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

Lot Layout Fence Diagram C

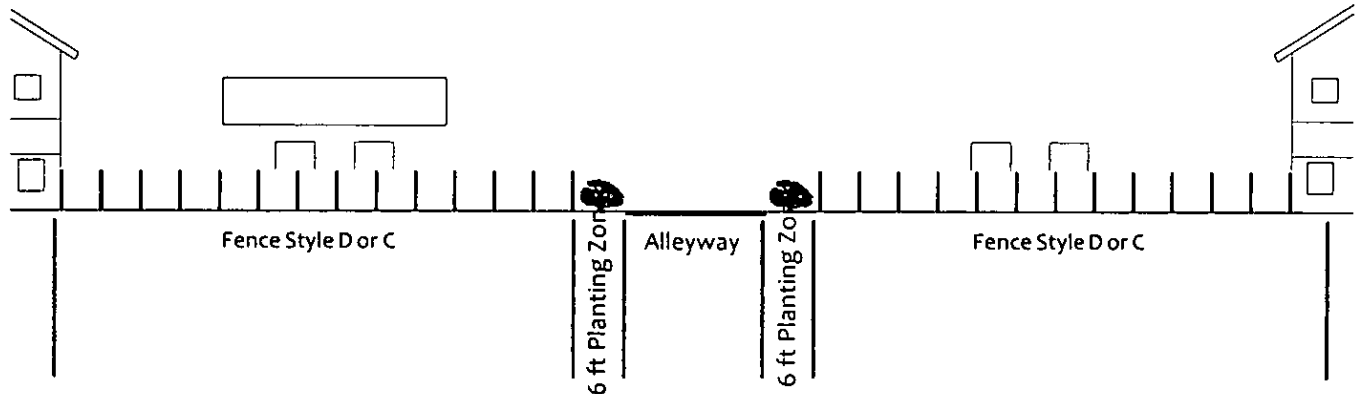
All allowable fencing to be installed per diagrams below. Only designated fence types are to be installed within designated areas. No alterations or substitutions are allowed without approval of NWRAC prior to installation.



Typical Fence Layout Diagram C:
Typical Lot w/Rear Lot Line Street Frontage to Aerial Street

Alleyway Fence Setback

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



Dog Kennels

- In general, kennels are discouraged in favor of the “invisible fence” system.
- A kennel shall not exceed 200 square feet.
- Kennels or dog runs must be placed within the area allowable for side or rear yard fencing.
- Kennels shall be integrated into the dwelling (attached) to avoid isolation and to provide as much aesthetic appeal as possible.
- Kennels shall not be higher than six (6') feet in height and must be built using the same building materials as Privacy Screening. Black or dark bronze chain link kennels may be allowed if they are screened in a manner approved by the NWRAC.
- All kennel and dog run designs and locations must be submitted for review and approval by NWXRAC prior to installation.

Utility Screening

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

Privacy Screening

- Privacy screens will be allowed but must be constructed of wood siding, brick, or stone, and they shall be an integrated part of the main building.
- Privacy screening shall not extend into more than 1/3 of the required setback on the front or side, nor more than 1/3 of the setback on the rear elevation, nor be more than 1/3 the width of the structure on the front (street) or rear elevation, nor 2/3 the length on the side elevations. The height of the screen shall not exceed 5'.
- Plans for privacy screening must be submitted and approved by the NWXRAC.

Grading and Drainage

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

Yard Art

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

APPENDIX: A

NORTHWEST CROSSING CHECKLIST

PRE-APPLICATION AND FINAL DESIGN REVIEW SUBMITTAL CHECKLIST

Pre- Application Requirements

1. Administrative Requirements
 - Receipt of Northwest Crossing Design Regulations and Guidelines
 - Pre-Application Design Review Submittal Checklist completed and signed
 - Pre-Application Plan Review Fee (\$300.00) – Made payable to Northwest Crossing Residential Owners Association, Inc.
 - Digital set of application materials in PDF format including drawings (site plan, floor plan, building elevations)
2. Site Plan Requirements
 - Property Legal Description
 - Scale and North arrow – Scale to be 1/8" = 1'-0" or similar engineering scale
 - Setbacks clearly identified
 - Lot identification clearly indicated
 - Easements clearly identified
 - Road names clearly labeled
 - Drive surfaces clearly identified
 - Surface drainage patterns clearly identified
 - Site section illustrating existing grading and proposed grading with building location(s) indicated
3. Plan Requirements
 - Scale and North arrow – Scale to be 1/4" = 1'-0" or similar
 - Building square footage per level, per structure and total square footage identified
 - Required setbacks for garage doors identified
 - Location of exterior patios, drives, walkways identified
4. Exterior Building Design Requirements
 - Allowable and actual building heights clearly identified
 - Existing and proposed grade line shown
 - Building elevations (all sides shown) – scale to be 1/4" = 1'-0" or similar
 - Exterior building materials identified (Color rendering recommended)

Final Design Review Submittal Checklist

1. All information is required in Pre-Application Requirements
2. Administrative Requirements
 - Design Review Submittal Checklist completed and signed
 - Plan Review Fee (\$600.00) – Made payable to Northwest Crossing Residential Owners Association, Inc.
 - Digital copy of submittal in pdf format
 - Written responses to any and all Pre-Application Comments
 - Variance Fee (\$350 per) if needed
3. Site Plan Requirements
 - Property Legal Description
 - Scale and North arrow – Scale to be 1/8" = 1'-0" or similar engineering scale
 - Setbacks clearly identified
 - Lot identification clearly indicated
 - Easements clearly identified
 - Road names clearly labeled
 - Drive and hardscape surfaces clearly identified
 - Site plantings list and location on the site plan. Include vegetative and mineral (boulder) locations
 - Location of utility meters and utility service lines
 - Surface drainage patterns clearly identified
 - Site section illustrating existing grading and proposed grading with building location(s) indicated
4. Plan Requirements
 - Scale and North arrow – Scale to be 1/4" = 1'-0" or similar
 - Building square footage per level, per structure and total square footage identified
 - Required setbacks for garage doors identified
 - Location of exterior patios, drives, walkways identified
 - Roof plan w/ materials indicated – Scale to be 1/4" = 1'-0" or similar
5. Exterior Building Design Requirements
 - Allowable and actual building heights clearly identified
 - Existing and proposed grade line shown
 - All building materials and colors clearly labeled and identified
 - Exterior lighting fixtures and associated cut sheets identified
 - Building elevations (all sides shown) – Scale to be 1/4" = 1'-0" or similar
6. Additional Information
 - Physical material samples for all exterior building materials (photographic representation may be accepted pending Design Review decision)
 - Color renderings of all building elevations

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

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

Signed _____

Date _____

APPENDIX: C

Ornamental Grasses Planting List

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

*Montana Native

APPENDIX: D

Evergreen Shrubs Planting List

-- *Evergreen Shrubs*

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

APPENDIX: B

Perennial Planting List

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

APPENDIX: E

Deciduous Shrubs Planting List

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

APPENDIX: F

Deciduous Tree Planting List

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

APPENDIX: G

Evergreen Tree Planting List

-- Evergreen Trees

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

Exhibit D

Drain Tile System Operation & Maintenance Manual

Northwest Crossing Subdivision
Bozeman, Montana

Prepared For:

NWX, LLC
PO Box 11890
Bozeman, MT 59719

Prepared By:



2880 Technology Blvd. W. • PO Box 1113 • Bozeman, MT 59771
(406) 587-0721 • www.m-m.net

Site Data

Location:

Northwest Crossing Subdivision

Tract 5 of Certificate of Survey No. 2552, located in the NE1/4 of Section 4, Township 2 South, Range 5 East, Principal Meridian

Bozeman, Gallatin County, Montana

Approximate WGS84 Reference Latitude: 45°41'47" N

Approximate WGS84 Reference Longitude: 111°06'24" W

Phase 1 lies in the southeast corner of the property and encompasses about 34 acres.

Responsible Party for Maintenance:

The Property Owners Association (POA) is responsible for the operation and maintenance of the Drain Tile. The POA's representative shall be required to keep a log of all required inspections and maintenance required.

Land Use & Site Area:

The proposed Northwest Crossing Subdivision project is located in Bozeman, Gallatin County, Montana. Generally, the property is bordered by Baxter Lane to the north, Cottonwood Road to the east, Oak Street to the south, and Laurel Parkway to the west.

Phase 1 of the Northwest Crossing subdivision is proposed to include 15 lots of commercial and residential uses.

Drain Tile Systems:

The proposed Northwest Crossing Phase 1 Subdivision is to include a drain tile system. There are two drain tiles included in Phase 1. There is a 12" drain tile (Central Drain) that runs north / south parallel to Rosa Way along with another 12" drain tile (East Drain) that runs parallel to Twin Lakes. See Figure 1 for details. The system includes Contech A-2000 perforated pipe (or an approved equal) surrounded by washed rock wrapped in geotextile fabric, clean-outs, valve boxes, and other appurtenances.

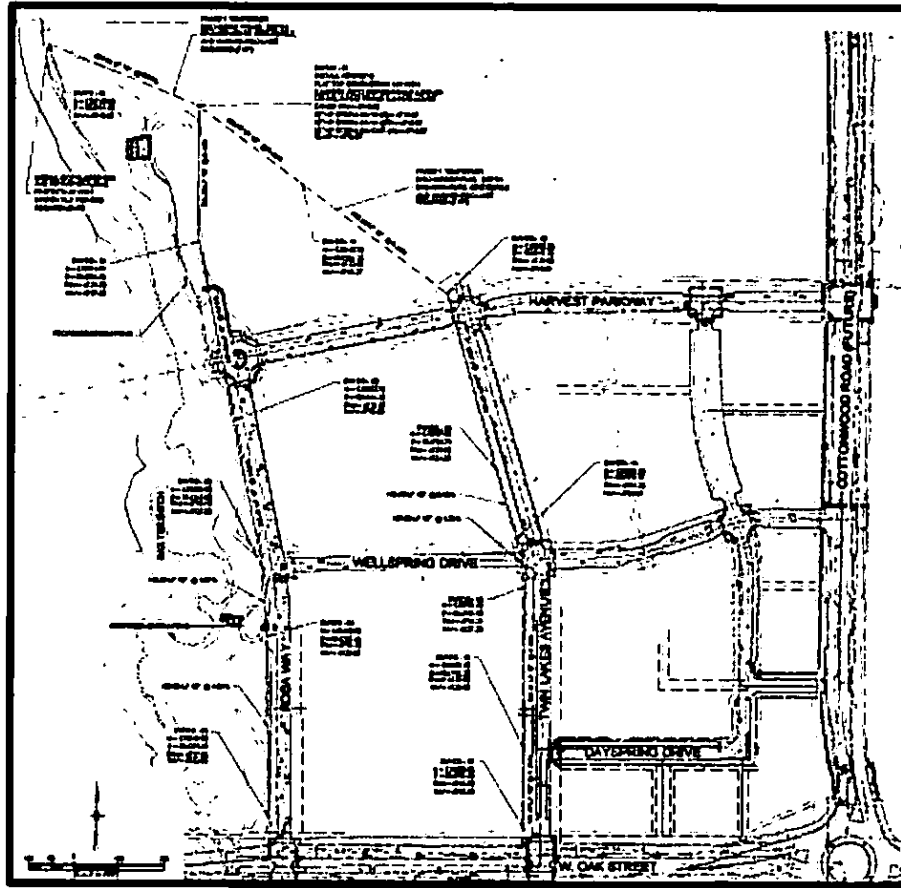


Figure 1: Drain Tile System

Inspection & Maintenance

The drain tile facilities must be inspected in accordance with this document. All documentation on scheduled inspections, times of inspections, maintenance completed, remedial actions taken to make repairs, and any modifications or reconstruction of the storm system shall be maintained on-site by the POA.

Drain Tile Piping:

The drain tile system should be inspected semi-annually, preferably at peak flow times that typically occur during spring melt and after heavy rainfall events. The drain tile outlets should be inspected for obstructions and any excessive erosion.

All drain tile piping shall be inspected for any damage and/or blockages.

- Inspect piping annually and following large storm events / peak runoff.
- Length of pipes should be cleaned and flushed as field determined. Periodically, the pipes should be inspected using video camera equipment to ensure the pipes are free of any blockage.
- Drain tile outlet inspected for blockage.

Cleanouts & Valve Box Covers:

All cleanouts and valve box covers shall be inspected semi-annually. The cleanouts / valve box covers are the ports that allow the rest of the drain tile system be maintained. Ensuring these components remain accessible will ensure the rest of the system can be properly maintained.

- Inspect cleanouts & valve box covers two times per year.

Emergency Contacts

PLEASE CALL 9-1-1 FOR ALL POTENTIAL EMERGENCIES

City of Bozeman Fire Department: (406) 582-2350

City of Bozeman Police Department: (406) 582-2000

Roto-Rooter Plumbing and Drain Service (406) 587-1702

After recording return to:
NWX, LLC
P.O. Box 4082
Bozeman, MT 59772

2780439

Page: 1 of 11 07/08/2022 10:46:37 AM Fee: \$88.00
Eric Semerad - Gallatin County, MT MISC



**BYLAWS
OF
NORTHWEST CROSSING RESIDENTIAL OWNERS ASSOCIATION**

ARTICLE I - GENERAL PROVISIONS

1.1 Legal Description. These Bylaws (“Bylaws”) apply to the Northwest Crossing Residential Owners Association (“Association”), which governs the property subject to the Declaration (as defined in Section 2.2 below).

1.2 Adoption. These Bylaws are adopted by the Board of Directors of the Corporation (the “Board”) and by the Declarant under the Declaration, as the owner of the Lots.

ARTICLE II - DEFINITIONS AND GOVERNANCE

2.1 Definitions. Unless otherwise defined herein, all terms used in these Bylaws shall have the meanings set forth in the Declaration, as such may be amended, restated or finalized from time to time. The definitions contained in the Declaration are incorporated by reference herein.

2.2 Declaration. “Declaration” shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Northwest Crossing Subdivision Phase I Residential Development, dated the 3RD day of JUNE, 2022, and recorded at 10:46AM, of the records of Gallatin County, Montana (as may be subsequently amended).

ARTICLE III - DECLARANT INITIAL CONTROL

3.1 Declarant to Control Association. Declarant shall control all rights and privileges set forth in the Declaration and these Bylaws until such time that all of the initial Lots of the Project are sold from the Declarant to third parties. Until such time, no Member other than Declarant shall be entitled to vote and Declarant shall be solely entitled to elect and remove all directors and officers and enforce all of the obligations set forth in the Declaration and these Bylaws. When all of the initial Lots of the Project are sold from Declarant to third parties, the Members shall obtain the voting rights set forth in the Declaration and these Bylaws.

ARTICLE III - MEMBERSHIP VOTING RIGHTS

4.1 **Membership.** The members of the Association (the "Members") shall be the Owners of Lots as defined in the Declaration and membership in the Association shall transfer in accordance with and otherwise be subject to the Declaration. The Members shall be subject to and comply with the Association's Articles of Incorporation, these Bylaws, and the Declaration (collectively, the "Governing Documents").

4.2 **Voting Rights.** Each Member shall have one (1) vote per Lot. If ownership of any Lot is vested in more than one person, then the vote for such Lot shall be exercised as the co-owners of such Lot decide among themselves and advise the Secretary of the Association in writing prior to any meeting or vote. Voting rights of an Owner that is not a natural person may be exercised by any officer, director, partner, trustee, member, manager, or other individual designated from time to time in a written instrument describing and certifying the authority of such person provided to the Secretary of the Association in writing prior to any meeting or vote. In a multiple interest Owner situation or in the situation of an Owner that is not a natural person, absent written advice to the Secretary of the Association, if more than one person seeks to exercise the vote the voting privilege with respect to the Lot shall be suspended. Except as otherwise expressly required by law, only Members in good standing (not delinquent in the payment of dues or other fees owed to the Association and not in violation of any provision of these Bylaws, the Declaration or any other Governing Documents) are entitled to vote. Neither the Association nor Declarant shall have any obligation to confirm, as among such multiple interest Owners or with respect to an Owner which is not a natural person, which of the persons has the right to exercise a vote. The written advice to the Secretary of the Association shall state which person has authority to act on behalf of the Lot Owner and include that person's name, mailing and physical address, telephone number and email address. The Association may rely on such notice until such notice is updated by a Lot Owner.

4.3 **Annual Meeting.** The annual meeting of the Members shall be held in the month of December, or such month thereafter that is determined reasonably practical, at a date, time and place to be set by the Board. After the expiration of the terms of the Initial Directors (as defined in Section 4.3 below), the Members shall elect a Board and transact any other business that may legally come before the meeting.

4.4 **Special Meetings.** Special meetings of the Members may be called by the President of the Association, the Board, or the holders of not less than five percent (5%) of the Members entitled to vote by written demand for a meeting signed and dated by such Members, describing the purpose for which the meeting is to be held, and delivered to any officer of the Association. Only matters within the purpose(s) described in the notice for a special meeting of the Members may be conducted at the special meeting.

4.5 **Method of Calling Meetings.** Written or printed notice stating the place, date and time of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, electronically, by facsimile or by mail, by

or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given three (3) days after the date when deposited in the United States mail, with postage prepaid, addressed to the Member at his, her or its address as it appears on the records of the Association, or at his, her or its last known address. If notice is given electronically, such notice shall be deemed to be delivered when sent. If notice is delivered by facsimile, such notice shall be deemed to be delivered upon facsimile confirmation.

4.6 Quorum. A majority of the Members entitled to vote present, in person or by proxy, shall constitute a quorum at a meeting of Members. When a quorum is present or represented at any meeting, the vote of a majority of Members entitled to vote shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Declaration, a different vote is required, in which case such express provision shall govern and control the decision of such question. If less than a quorum is present at a meeting, a majority of the Members entitled to vote and present at such meeting may adjourn the meeting without further notice until a quorum is present and represented.

4.7 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her or its Lot, or upon receipt of written notice by the Secretary of the Association of the death or judicially declared incompetence of a Member, or upon the expiration of eleven (11) months from the date of the proxy. The proxy shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. If the Member specifies a choice in his, her or its proxy, the vote shall be cast in accordance with that choice. In addition, voting by proxy shall comply with any other applicable requirements of Mont. Code Ann. § 35-2-539.

4.8 Telephonic Participation. Members may participate in a meeting of the Members by means of a conference telephone call or similar communication equipment through which all persons participating in the meeting can hear each other at the same time. Participation in this manner constitutes presence in person at a meeting.

ARTICLE IV - BOARD OF DIRECTORS

4.1 General Powers. The business and affairs of the Association shall be managed by its Board. The Board shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings, the management of the Association, and the use of the Common Elements as they may deem proper, not inconsistent with these Bylaws, the Declaration and the laws of the State of Montana. The Board shall also have the rights, duties and obligations specified in the Declaration. The Board may employ a manager or management agent (a "Manager"), to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize. The Board may also retain accountants, lawyers and other professionals and advisors as it deems necessary or advisable. The Board may employ

personnel or contract for the maintenance, upkeep and repair of the Common Elements or other property or equipment owned or provided for the use of the Association.

4.2 Number and Qualification. The Association shall have not less than three (3) directors ("Directors") who shall constitute the Board as the governing body of the Association. The number of Directors may be increased or decreased, but not to fewer than three (3), from time to time by amendment of these Bylaws. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected or until such Director's earlier death, resignation or removal. Upon expiration of the terms of the Initial Directors, the election of the Board shall be conducted at the annual meeting of the Members. At such annual meeting, the Members shall elect the Board. An elected Director must be a Member (or representative of a Member) in good standing. At such election, the Members or their proxies may cast their vote(s) for each vacancy. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Voting for Directors or for their removal may be by written ballot.

4.3 Initial Board of Directors. The initial Directors shall be appointed by the Declarant and need not be Members (the "Initial Directors"). Each Initial Director shall serve until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors. Until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the Declarant, in its sole and absolute discretion, shall be entitled to fill by appointment any vacancy in the Initial Directors or to remove any Initial Director. Notwithstanding any other provision of these Bylaws to the contrary, the Members shall have no power to remove the Initial Directors nor to appoint any additional or successor Director until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors.

4.4 Election. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the election of the Board shall be conducted at the annual meeting of the Members.

4.5 Term after Initial Board. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the term of one (1) Director shall be for three (3) years, the term of one (1) Director shall be for two (2) years, and the term of one (1) Director shall be for one (1) year, and thereafter one Director shall be elected each year and all such subsequently elected Directors shall serve terms of three (3) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

4.6 Annual Meetings. The annual meeting of the Board shall be held each fiscal year (January 1 through December 31) in the first week of October, or as soon thereafter as is practicable, at a time and place designated by the Board.

4.7 Special Meetings. Special meetings of the Board may be called by or at the written request of the President of the Association or any of the Directors. The person or

persons authorized to call other meetings of the Board may fix the place and time for the meeting.

4.8 Notice. Notice of any annual or other meeting of the Board shall be given at least two (2) days prior to the scheduled meeting, by written notice delivered personally, electronically or by facsimile transmission or mailed to each Director at the address for such person on the books of the Corporation. If mailed, such notice shall be deemed to be delivered three (3) days after it was deposited in the United States mail, with proper postage pre-paid. If notice is given electronically, such notice shall be deemed to be delivered when sent. If notice be given by facsimile, such notice shall be deemed to be delivered upon facsimile confirmation. The participation of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and such Director must file a written dissent with the person acting as secretary of the meeting before the adjournment or immediately after adjournment of the meeting.

4.9 Quorum. At any meeting of the Board, a majority of the total Directors shall constitute a quorum.

4.10 Manner of Acting. Each Director shall have one vote. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board. However, the affirmative vote of a single Director present at a meeting at which a quorum is present shall not be the act of the Directors unless a majority of the Directors in office vote in favor of authorizing such.

4.11 Action without Meeting. Action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is approved by all members of the Board. The action must be evidenced by written consents (delivered personally, electronically, by facsimile or by mail) signed by all Directors.

4.12 Attendance. All Directors may participate in a regular or special meeting through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

4.13 Removal of Directors. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the Members may remove a Director, with or without cause, by casting the votes of the Members that would be sufficient to elect the Director. A Director elected by the Members may be removed by the Members only at a meeting called for the purpose of removing the Director. The meeting notice must state that the purpose or one of the purposes of the meeting is removal of the Director.

4.14 Resignation. A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect at the date specified in the notice or if such date is not

specified, then upon receipt thereof by the Board or such officer. The acceptance of the resignation shall not be necessary to make it effective.

4.15 Vacancies. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, if a Director dies or resigns, the vacancy shall be filled by the remaining Board at a duly held meeting, or by the sole remaining Director; provided, however, a vacancy created by the removal of a Director by the Members can be filled only by election by the Members. A successor Director shall serve for the unexpired term of his or her predecessor.

4.16 Compensation. No Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses, if reasonable, incurred in the performance of his or her duties as a Director.

4.17 Indemnification. The Association shall indemnify and advance expenses to any present or former Director or officer of the Association to the fullest extent authorized under Mont. Code Ann. §§ 35-2-446 through 35-2-452, as such may be amended, or any successor statutes. The rights to indemnification and advances set forth in this Section 4.17 shall be contract rights, and any amendment to or repeal of this Section 4.17 (or any provision hereof) shall not adversely affect any right to indemnification or advancement with respect to acts or omissions of an indemnitee occurring prior to such amendment or repeal (regardless of whether the proceeding relating to such acts or omissions is commenced before or after such amendment or repeal).

ARTICLE V - OFFICERS

5.1 Enumeration of Officers. The officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be appointed by the Board. Such other officers and assistant officers as may be deemed necessary may be appointed by the Board.

5.2 Term of Office. Each officer shall hold office until the earlier of his or her successor being duly appointed, or his or her death, resignation or removal.

5.3 Resignation and Removal. Any officer or agent appointed by the Board may be removed by the Board at any time, with or without cause. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Vacancies. A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he or she replaces.

5.5 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all the business and affairs of the Association, including the filing of liens for unpaid assessments in accordance with the Declaration and the enforcement activities of the Association. He or she shall, when present, preside at all meetings of the Board. He or she may sign, with the Secretary

or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by the Declaration to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of the Board and Member meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Declaration and these Bylaws, be custodian of the Association records, regulations, rules and resolutions and of the seal of the Association, if any, and keep a register of the post office address of each Director which shall be furnished to the Secretary by each Director, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Directors.

5.7 Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, including assessments, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the Declaration. The Treasurer shall be responsible for the collection of periodic assessments to be collected. Further, the Treasurer shall record the assessments due and paid and shall prepare quarterly reports reflecting the Association's assets, including the assessments due and paid and shall mail or otherwise provide a copy of the quarterly reports to each Director. In general, the Treasurer shall perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Directors. The Treasurer may, with the consent of the Board, retain an accountant or bookkeeper to assist with or perform such duties.

5.8 Salaries. The salaries of the officers, if any, shall be fixed from time to time by the Board and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director.

5.9 Other Duties, Obligations and Rights. The officers shall have all the duties, obligations and rights specified in the Declaration as well as those specified herein.

ARTICLE VI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

6.1 Contracts. The Board may authorize any officer or officers, agent or agents of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

6.2 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless properly authorized by resolution of the Board. Such authority may be general or confined to specific instances.

6.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board.

6.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

ARTICLE VII - MAINTENANCE

7.1 Annual Resolution. The Board shall adopt annually a resolution reflecting the current year plan and budget for repair, maintenance and operation of the Common Open Space and other property for which the Association is responsible as provided in the Declaration, and to perform other functions of the Association. The President of the Association or the Manager, as determined by the Board, shall implement this plan and the Treasurer shall pay for the expenses from Association funds collected.

7.2 Repairs, Maintenance and Operation. Repairs, maintenance and operation of the Common Open Space and other property for which the Association is responsible as provided in the Declaration shall be performed on an "as needed" basis and the President of the Association or the Manager, as determined by the Board, is authorized to initiate all repairs, maintenance and/or other operations which are estimated to be less than Ten Thousand Dollars (\$10,000) in expense. All repairs, maintenance or other operations estimated as requiring Ten Thousand Dollars (\$10,000) or more in expense shall be initiated by the President of the Association or the Manager only after the Board has adopted a resolution specifically authorizing the expense, which may be authorized individually or in a budget for the Association. Expenses for repair, maintenance and operation shall be paid by the Treasurer of the Association from the Association funds received as assessments or otherwise consistent with the Declaration. In order to implement maintenance or operation resolutions, the President or the Manager may employ any personnel reasonably necessary to properly effect said maintenance and repair.

ARTICLE VIII - BUDGET AND RECORDS

8.1 Budget. The Board shall draft and approve an annual budget for each fiscal year. The budget may be amended by resolution of the Board. If no budget is adopted, the last existing budget shall continue until amended by the Board.

8.2 Records. The Board shall keep detailed records of the actions of the Board, including minutes of the meetings of the Board and minutes of the meetings of the Members. The Board shall also keep detailed and accurate financial records in chronological order of the receipts and expenditures of common obligations or of individual obligations for which the Board is serving as the conduit for payment of expenses. The Board shall also maintain an assessment

roll in which there shall be an account for each Owner. Such account shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts on which the assessment becomes due, the amounts paid upon the account and the balance due on the assessment.

8.3 Inspection by Members. The Members shall have the right to inspect and copy, at the Member's expense, at a reasonable time and location specified by the Association, any of the records of the Corporation specified in, and in compliance with, Mont. Code Ann. §§ 35-2-907 through 35-2-912. The Board may establish reasonable rules with respect to any such inspection, including rules regarding advance notice of an inspection and hours and days of the week when such an inspection may be made.

ARTICLE IX - USE RULES AND REGULATIONS

The Board may adopt such rules and regulations regarding use and operation of the Project as may be reasonably necessary, provided such rules and regulations are consistent with and are in compliance with the Declaration.

ARTICLE X - ASSESSMENTS

In compliance with the Declaration, the Board may authorize assessments against the Lots and the Units of Members.

ARTICLE XI - AMENDMENT

Until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to unilaterally amend these Bylaws, Declarant may amend these Bylaws without the approval of the Members or the Board. Until the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to unilaterally amend these Bylaws, these Bylaws may not be amended, repealed or replaced without the prior written consent of Declarant. After the earlier of (i) the end of the Development Period and (ii) a date on which Declarant voluntarily relinquishes its rights to unilaterally amend these Bylaws, these Bylaws may be amended only by the affirmative vote or written consent of Member's holding at least seventy-five percent (75%) of voting rights.

ARTICLE XII - MISCELLANEOUS

12.1 Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year. The fiscal year may be changed by resolution of the Board.

12.3 Severability. Whenever possible, each provision of these Bylaws will be interpreted in such manner as to be effective and valid to the fullest extent permitted by law. If

any provision of these Bylaws is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of these Bylaws shall not be affected or impaired in any way.

* * * * *

The undersigned Secretary of the Association does hereby certify that these Bylaws were adopted by the Board of Directors of the Association as the Bylaws of the Northwest Crossing Residential Owners Association on June 3, 2022.

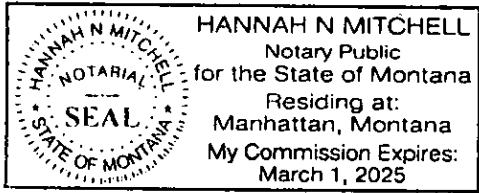
Bryan Klein, Secretary

STATE OF MONTANA)
 : ss.
County of Golden)

This instrument was acknowledged before me this 3 day of June, 2022,
by Bryan Klein, as the Secretary of the Northwest Crossing Residential Owners Association.

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

Hannah N Mitchell
Notary Signature



After recording, return to:

NWX, LLC
P.O. Box 4082
Bozeman, MT 59772

FATCO 950276

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
NORTHWEST CROSSING SUBDIVISION
PHASE 1 COMMERCIAL/ MULTI-FAMILY DEVELOPMENT**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Northwest Crossing Subdivision Phase 1 Commercial/ Multi-Family Development (this "First Amendment") is made by NWX, LLC, a Montana limited liability company ("Declarant"). The First Amendment amends the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Northwest Crossing Subdivision Phase 1 Commercial/Multi-Family Development which was recorded in the office of the Clerk and Recorder of Gallatin County, Montana (the "Clerk's Office") on July 8, 2022, as Document No. 2780436 (the "Declaration").

WHEREAS, the Declaration concerns certain real property located Gallatin County, Montana, more particularly described on **Exhibit A**;

WHEREAS, Declarant has the right to amend the Declaration pursuant to Paragraph 6.1 of the Declaration; and is the Declarant under the Declaration ; and

WHEREAS, this Declarant desires to amend the Declaration to clarify the community association assessment.

The Declaration is hereby amended as follows:

1. **Section 3.2.9(c).** Section 3.2.9(c) of the Declaration is hereby deleted, to be replaced and superseded with the following:

Community Association Management. Upon issuance of a certificate of occupancy for any building on a Commercial Lot and annually thereafter, the Lot Owner shall pay an annual assessment amount based on gross square footage of such

building(s), for payment of the Northwest Crossing Commercial Owners Association's share of the Community Association Manager. The initial annual community association assessment is calculated based on the rate of \$0.10 per square foot. Upon at least four buildings achieving certificate of occupancy or 50,000 square feet of occupied building space (whichever occurs first) on Commercial Lots 2 through 12, the community association assessment will be increased to \$0.15 per square foot. Upon at least seven buildings achieving certificate of occupancy or 90,000 square feet of occupied building space (whichever occurs first) on Commercial Lots 2 through 12, the community association assessment will be \$0.19 per square foot. The initial community association assessment payment due date will be January 1, 2025 or when any portion of a commercial building on Commercial Lots 2 through 12 is occupied, whichever is later, and will be calculated based on building square footage as of December 31, 2024 and annually thereafter. The annual assessment rate amount is subject to periodic adjustment by the CAM.

The Recitals set forth in this First Amendment are accurate and are hereby incorporated into and made a part of this First Amendment. Except as modified in this First Amendment, all terms and conditions of the Declaration remain in full force and effect. Unless specifically defined herein, all capitalized terms used herein shall have the meanings given in the Declaration. The undersigned has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Northwest Crossing Subdivision Phase 1 Commercial/ Multi-Family Development to be made and executed according to and under the provisions of the Declaration.

[signature page follows]

IN WITNESS WHEREOF, Declarant has executed this First Amendment on the 9 day of August, 2022.

DECLARANT:

NWX, LLC, a Montana limited liability company

By: 
Bryan Klein, Its Managing Member

STATE OF MONTANA)
 :SS
COUNTY OF Gallatin)

This instrument was acknowledged before me on August 9, 2022, by Bryan Klein, as the managing member of NWX, LLC, a Montana limited liability company, as Declarant.

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

(S E A L)


Notary Public

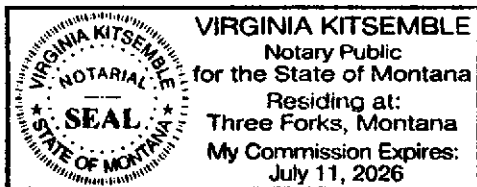


Exhibit A

legal description of certain real property located in Gallatin County, Montana:

Northwest Crossing Subdivision - Phase 1, being the NE ¼ of Section 4 also known as Tract 5 of Certificate of Survey No. 2552; situated in the NE ¼ of Section 4, Township 2 South, Range 5 East, Principal Meridian, City of Bozeman, Gallatin County, Montana, more particularly described as follows:

Beginning at the Northeast Corner of Section 4 as described in Certified Corner Record Book 2, Page 261 doc. # 154636 and Book 4, Page 276 doc # 2412303, also being the Southeast Corner of Tract 1 of Certificate of Survey No. 2553, **the Point of Beginning**; thence S.0°59'41"W. along the line between Section 4 and Section 3 a distance of 2627.49 feet to the East ¼ Corner of Section 4 as described in Certified Corner Record Book 2, Page 251 doc. # 153209; thence S.89°30'03"W. along the mid-section line of Section 4 a distance of 2649.87 feet to the Center ¼ Corner of Section 4 as described in Certified Corner Record Book 2, Page 1427 doc. # 336115, also being the Southeast Corner of Tract 4 of Certificate of Survey No. 2552; thence N.0°25'52"E. along the east line of said Tract 4 of Certificate of Survey No. 2552 a distance of 2625.17 feet to the North ¼ Corner of Section 4 as described in Certified Corner Record Book 3, Page 922 doc. # 2294184 also being the Southwest Corner of Tract 1 of Certificate of Survey No. 2553; thence N.89°27'46"E along the south line of said Tract 1 of Certificate of Survey No. 2553 a distance of 2675.75 feet to **the Point of Beginning**. The area of the above-described parcel of land is 160.51 acres, more or less.

"Residential Development"

Restricted Lots 1-15 as shown on the Final Plat for Phase 1 Northwest Crossing Subdivision, Bozeman, Gallatin County, Montana recorded as document number 2780429 on the records of the Gallatin County Clerk and Recorder.

"Commercial Development"

Blocks 1-4 (Lots 1-14) as shown on the Final Plat for Phase 1 Northwest Crossing Subdivision, Bozeman, Gallatin County, Montana recorded as document number 2780429 on the records of the Gallatin County Clerk and Recorder.