

Mail Original to:
Holyoke IV, Inc.
PO Box 580
Bozeman MT 59771

2427604

Page: 1 of 30 09/27/2012 11:38:58 AM Fee: \$210.00
Charlotte Mills - Gallatin County, MT MISC



SOUTHBRIDGE

Covenants

Prepared By:
Intrinsic Architecture, Inc.

Prepared For:
Holyoke IV, Inc.

Date: August 2012



SOUTHBRIDGE

Covenants

Table of Contents

Name	Page
Article 1: Purpose	2
Article 2: Land Subject to Covenants	2
Article 3: Relationship to other Documents	2
3.1 Local Land Use Regulations	2
3.2 Southbridge Community Association Bylaws	2
3.3 Southbridge Design Regulations	2
Article 4: Southbridge Community Association	3
4.1 Function	3
4.2 Membership	3
4.3 Board of Directors	4
4.4 Meetings	6
4.5 Voting & Membership Interest	6
4.6 Annual & Special Assessments	6
Article 5: General Restrictions & Notices	9
5.1 General Use	9
5.2 Notice of Adjacent Agricultural Uses	12
5.3 Notice of Water Features	12
5.4 Weed Control	13
5.5 Garbage	13
5.6 Sidewalks	14
Article 6: Common Areas	14
6.1 Use	14
6.2 Control and Management	15
6.3 Maintenance	15
6.4 Maintenance Guarantee	15
Article 7: Enforcement	18
7.1 Enforcement	18
7.2 Fine Schedule	19
7.3 Dispute Resolution	20

Article 8: Term	20
Article 9: Amendments	20
Article 10: Definitions	22
Exhibit A: Legal Descriptions	26
Exhibit B: Greenplan	27

**DECLARATION OF COVENANTS & RESTRICTIONS
FOR SOUTHBRIDGE**

THIS DECLARATION OF PROTECTIVE COVENANTS is made this _____ day of _____, 2012, by Holyoke IV, Inc., hereinafter also referred to as "Declarant";

WITNESSETH:

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

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

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

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

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

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

Said Covenants shall be as follows:

Article 1: Purpose

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

Article 2: Property Subject to Covenants

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

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

Article 3: Relationship to other Documents

3.1 Local Land Use Regulations

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

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

3.2 Southbridge Community Association Bylaws

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

3.3 Southbridge Design Regulations

The procedures and processes for operations of the Southbridge Design Committee (SDC) and for all development within

Southbridge are outlined in a separate document entitled "Southbridge Design Regulations" (Design Regulations) which is authorized by the filing of these Covenants. The Design Regulations have a separate provision for amendments.

No residence(s), fence, wall, parking space, garage, shed, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties subject to these covenants until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location have been submitted and approved, in writing, by the SDC, as well as appropriate City of Bozeman review, permitting and fee payment. All plans submitted to the City of Bozeman Planning Department or Building Division must have the Southbridge Design Committee Form B stamp of approval. It is the responsibility of the property owner to ensure that he/she has the most recent copy of the Design Regulations. An application shall be processed consistent with the Designs Regulations that are in effect thirty (30) days prior to SDC receipt of a complete Form A submittal.

Article 4: Southbridge Community Association

4.1 Function

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

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

4.2 Membership

The Community Association, which may be incorporated, is hereby established known as "Southbridge Community Association"

hereinafter referred to as the "Association." The Association shall elect a Board of Directors whose duties are described below and in detail in the Bylaws.

Every owner or contract purchaser of a lot or unit shall be a member of the Southbridge Community Association, which may not be abandoned or relinquished. Membership shall be appurtenant to and may not be separate from the ownership of any lot or unit. Each Owner shall be responsible to advise the Association of the Owner's current mailing address and any changes to that address. Upon transfer of any Southbridge lot, the Owner is responsible for advising the Association of the name and address of the new Owner. The address of the Association shall be: PO Box 580, Bozeman MT 59771. The address of the Association may be changed by the Board of Directors upon notice to the owners.

For the purpose of determining membership, at any meeting a person or entity shall be deemed to be a member upon the recording of a duly executed deed to that owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership. Nothing contained herein shall grant multiple owners of a single lot more than one vote per lot.

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

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

4.3 Board of Directors

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

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

The Directors shall act by majority vote.

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

Any vacancy on the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining directors nominating a replacement director (who must be from the same phase as the open position) and the nomination being ratified by a simple majority vote from the corresponding phase of the Community Association. A vacancy in any office of the Association (President, Vice President, Secretary, or Treasurer) shall be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected. In the event that the Board of Directors is unable to replace the vacancy for a specific phase of Southbridge, the Board, in its discretion and after a documented attempt to fill the vacancy from the specific phase, may appoint a person from any phase of Southbridge Subdivision to fill the vacancy until the term expires. This filling of the vacancy does not require ratification.

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

4.4 Meetings

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

4.5 Voting & Membership Interest

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

4.6 Annual & Special Assessments

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

Assessments shall be made for the repair, replacement, insurance, general maintenance, creation of reserves, management and administration of common elements, fees, costs and expenses of the manager, taxes for common areas if any, and as more particularly provided in the Unit Ownership Act (Section 70-23-101, et. seq., MCA), sidewalks, driveways, weed control and any other matter that falls within the common elements of the condominium. In addition, the Association shall be responsible for all special improvement districts (SIDs) applicable to the condominium, including, but not limited to lighting districts, street maintenance, tree maintenance or any other properly created SID, Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in relation to the common elements.

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

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

The annual, special and reserve assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the owner of such property at the time when the assessments are due. Transfer of the lot does not relieve the owner of the obligation. Assessments shall begin to accrue upon closing on the purchase of a lot.

The following subsections address the details of assessments:

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

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

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

- (c) At least 30 days prior to the commencement of each fiscal year, the Board shall fix the amount of the assessment for such fiscal year and shall, at that time, prepare a roster of the lots

and assessments applicable thereto. Written notice of the assessment shall be sent to every Owner subject thereto.

- (d) The assessments levied by the Board on behalf of the Association shall be used exclusively for the purpose of financing the Association functions and duties.
- (e) If at any time and from time to time during any fiscal year, the assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy which shall be assessed to the Owners in the manner set forth herein.
- (f) In addition to the assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year and/or a reserve assessment to build funds over a term of years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the parks, open space, road surfacing and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who vote in person or by proxy at a meeting duly called for this purpose.
- (g) The Board shall also levy an assessment against any Owner, as a direct result of whose acts or failure or refusal to act or otherwise to comply with the Southbridge Covenants for monies expended by the Association in performing its functions under Southbridge Covenants and Board Bylaws. Such assessment shall be in the amount so expended and shall be due and payable to the Association when levied. Monies so expended shall include, without limitation, reasonable engineers', architects', attorneys' and accountants' fees incurred by the Association.
- (h) Each assessment shall be a separate, distinct and personal debt and obligation of the Owner against who it is assessed, and each Owner by acceptance of a purchase and sale agreement, deed or lease, shall be deemed to covenant and agree to pay the same to the Association. If the Owner does not pay such assessment or any installment thereof when due, the Owner shall be deemed in default and the amount of the

assessment not paid, together with the amount of any subsequent default, plus interest at 12 percent per annum and costs, including reasonable attorney's fees, shall be and become a lien upon the lot of such Owner upon recordation by the Association of a notice of default. The Association assessment lien may be foreclosed through suit by the Association in like manner as a mortgage of real property, and the Association shall have power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the lot. A suit to recover a money judgment of unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

- (i) The parks and open space as defined herein and such portions of Southbridge as may be conveyed or dedicated to and accepted by a municipality, public utility, State of Montana, the County of Gallatin shall be exempt from assessments.
- (j) When requested by an Owner, the Association shall execute a certificate stating the indebtedness secured by the Association lien upon the lot of the Owner, and such certificate shall be conclusive upon the Association and the Owners in favor of such persons who rely therein in good faith as to the amount of such indebtedness as of the date of the certificate. The Association shall be entitled to a reasonable fee as a condition to issuing the certificate.

Article 5: General Restrictions & Notices

5.1 General Use Restrictions

The following general use restrictions shall apply to Southbridge:

- (a) No residence(s), fence, wall, parking space, garage, shed, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location have been submitted and approved, in writing, by the SDC, as well as appropriate City of Bozeman review, permitting and fee payment.

- (b) Each building or other structure shall be constructed, erected and maintained in strict accordance with the plans and specifications approved by the SDC.
- (c) No livestock of any kind shall be raised, bred, or kept on any land in the subdivision, except that a reasonable number of cats, dogs or other common household pets may be kept; provided, however that they are not kept, bred or maintained for any commercial purpose. Exterior Dog kennels are strongly discouraged. If provided, kennels must be in an inconspicuous location and screened from neighbor's property.
- (d) All pets shall be on a leash at all times when off the owner's property. All pets must be restrained and controlled when near ponds, creeks, in open space, in parks or on the trail system.
- (e) No hunting of, shooting at or harassing of birds, animals or any wildlife will be permitted. Skunks, gophers and rodents may be trapped; however, poison may not be used.
- (f) With ongoing construction and permanent residents occupying finished projects, it is imperative to keep construction materials covered and/or tied down, and debris and trash contained until properly disposed of. Violations will be subject to cleanup fees and/or fines of up to \$500 per occurrence.
- (g) No building materials, trash, gravel, excess soils, job trailers, or dumpsters are allowed to obstruct the public rights-of-way unless necessary permits are obtained from the City of Bozeman Engineering Office and the required barricades/safety markers are in place. Violations will be subject to fines set by the Association and the City of Bozeman on a per occurrence basis.
- (h) No snowmobiles, recreational ATVs, or trail bikes shall be operated within Southbridge Subdivision. ATVs used on an owner's property for the purpose of snow removal are acceptable.
- (i) Recreational vehicles, power boats, trailers, snowmobiles, and other rolling equipment other than automobiles and

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

- (j) The Owners, Declarant and Association are hereby prohibited and precluded from engaging in any activity that would affect or impact any downstream water user facilities and irrigation ditches for downstream water rights.
- (k) All properties and existing waterways are subject to City of Bozeman applicable ordinances pertaining to watercourse setbacks.
- (l) There is "No Parking" along South 19th Avenue. See Final plat for additional information.
- (m) City sewer and water lines, power, natural gas, cable television, and telephone primary service lines are provided to each lot. However, each lot owner is responsible for the costs of connecting to the main utility lines to his or her improvements from the primary line near his or her lot, including any additions to the primary line that may be required by location of the improvements on the lot. All utility lines shall be underground.
- (n) No signs shall be erected on the property or lot thereof, except to identify the owner of the property. Typical "For Sale" signs shall be allowed during the sale of a lot.

(o) There are reserved, as shown in the plat and as may otherwise be reserved, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities, including, but not limited to, those providing gas, communication and electrical power. Fencing, hedges and other items allowed by the Covenants may be placed along and in the easements, with permission from the City of Bozeman Engineering Division, as long as the intended use of such easements are not prevented.

5.2 Notice of Adjacent Agricultural Uses

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

5.3 Notice of Water Features

(a) Notice: Each owner of property within Southbridge, as individuals and as members of the Association, acknowledges the presence of water features within the subdivision. Each owner of property within Southbridge, as individuals and as members of the Association, acknowledges that water could pose a danger to humans, animal life and property. By this acknowledgment, each owner of property within Southbridge, as individuals and as members of the Association assumes the normal and ordinary consequences of their actions when in, next to or in the vicinity of water features within Southbridge.

(b) Hold Harmless: Each owner of property within Southbridge, as individuals, agrees by acceptance of this covenant to hold harmless Holyoke IV, Inc., its officers and directors, and successors in interest, the Community Association, adjacent property owners, and any applicable Canal Company and its successors in interest for any water related injury to persons, property and animals and damage due to acts of God and nature, including but not limited to a flood from the canal and

other water features resulting from circumstances beyond the control of the parties listed herein.

- (c) Insurance: Each owner of property within Southbridge acknowledges that it is advisable to seek insurance to protect the owner's property in the case of a water event relating to the water features.

5.4 Weed Control

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 set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District.

The landowner shall be responsible for the control of the state and county declared noxious weeds on his or her own lot. Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious weeds, after ten (10) days notice from the 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 subdivision parks, open spaces, community areas, trails, and roadways.

5.5 Garbage

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

appropriately disposing of debris and garbage, mowing and trimming of the alley right-of-way.

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

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

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

5.6 Sidewalks

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

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

The Declarant will install sidewalks and required boulevard improvements along parks, open spaces and along South 19th Avenue as required with the Final Plat.

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

Article 6: Common Areas

6.1 Use

Each property or unit owner has the right to use and enjoy the common properties or facilities. No property owner shall have the right to occupy or possess any of the open space and common area by reason of owning a lot in Southbridge. No Owner, guest or invitee may use or occupy the common area, trails, roads, open

space, parking area or any lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other owner, guest or invitee. General use restrictions are listed in Article 5. In addition to the other restrictions stated herein, no motorcycles, snowmobiles or similar means of transportation are permitted in parks or common areas. Motorized vehicles are allowed exclusively for snow removal.

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

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

Exception: the property designated as "Interim Park" may be subsequently developed if another means of satisfying parkland requirements is approved by the City of Bozeman.

6.2 Control and Management

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

6.3 Maintenance

Parks and open space (including stormwater facilities) shall be maintained as specified in the Southbridge Parks Master Plan. Should parkland requirements for Southbridge be satisfied in the future by Miller Park in lieu of Interim Park, the Declarant and/or Association shall create an agreement for proportionately sharing the associated maintenance of Miller Park.

The Association shall be responsible for liability insurance, local taxes and maintenance of recreation and other facilities in the common space areas. The assessments levied by the Board for the maintenance, upkeep, repair and operation of common areas like all other assessments, become a lien on each lot within the Southbridge. The Board may, in its discretion, adjust the assessments to meet the changing needs of the community and the areas serving the community.

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

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

6.4 Maintenance Guarantee

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

should not be continued for a succeeding year. If the City Commission determines that it is not necessary for the City to continue such maintenance, the City shall cease such maintenance at the time established by the City Commission. Otherwise the City shall continue maintenance for the next succeeding year subject to a similar hearing and determination at the end of each year thereafter.

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

Article 7: Disputes, Enforcement, & Fines

7.1 Enforcement

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

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

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

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

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

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

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

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

A breach of any of the foregoing restrictions or Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any lot or portion of the real property or any improvements thereon. However, the Covenants shall be binding upon and shall inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

7.2 Fine Schedule

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

Upon receipt of complaint and the finding of violation, the Association has the authority to assess fines. The Association shall notify the Owner upon receipt of a complaint of violation and allow a reasonable time for response by the Owner. The Association's

agent may determine if a violation occurred. Upon determination of a violation, the Association shall notify the Owner of the violation, the fine and the date of payment for the fine and the ability of the Association to file a lien against the Owner's property without further notice.

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

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

7.3 Dispute Resolution

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

Article 8: Term

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

Article 9: Amendments

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

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

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

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

Article 10: Definitions

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

- **Architect** shall mean a person registered to practice architecture in the State of Montana.
- **Association** shall mean the Southbridge Community Association, and its successors and assigns which shall serve and may be referred to as the Homeowners' Association. The Association may be incorporated as a Montana nonprofit corporation, with its members as the lot owners.
- **Board** shall mean the Board of Directors of the Association. (Also see "Directors" definition below.)
- **Bylaws** shall mean the bylaws of the Association.
- **Southbridge Design Committee**, also referred to as SDC, shall consist of the Design Liaison (from the Board of Directors), an at-large member of the Association appointed by the Board of Directors and an architect or urban planner. The SDC has the right to exercise control over all construction in the Southbridge Subdivision. The architect/urban planner member of the committee shall conduct all design reviews (Form A, Form B & Form C) and inspections (Form D) with consultation, as desired or necessary, from the other members of the SDC.
- **Southbridge** shall include all land described in Exhibit "A." The Declarant may annex additional property and phases to Southbridge as specified in this document.
- **Contract purchaser** shall mean a person buying a lot pursuant to a contract for deed, Montana Trust Indenture or mortgage.
- **Declarant** shall mean HOLYOKE IV, INC. or such other person entity or corporation who HOLYOKE IV, INC. may be, by a recorded document, designated as the Declarant.

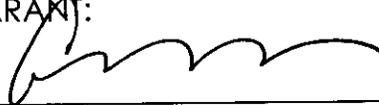
- **Development** shall mean any building, construction, renovation, fence, wall, parking space, garage, shed, outbuilding or material change in the use or appearance of structures or land. Development includes significant landscape changes.
- **Directors** shall mean the Board of Directors of the Association, comprised of three members of the Southbridge Community Association. The Declarant shall have the option to be a member of the Board of Directors so long as he or she owns property in any phase of Southbridge. Directors shall be elected at the annual meeting by a simple majority of the members of the Association. Power and Duties of the Board of Directors.
- **Lot** shall mean and refer to only that land so divided into a lot, tract or parcel that is (a) described in Exhibit "A" and (b) designated by the Declarant for residential use. The term lot does not include any portion of the Parks or open space.
- **Member** shall mean any owner or lot owner. Each member or owner agrees to abide and be bound by these Covenants, the Articles of Incorporation, Design Regulations, Bylaws and the Resolutions of the Community Association, if any.
- **Common Open Space** means those areas set aside for the use of all of the owners and the public, including roads, trails, easements, parks, open spaces, and medians. The terms "open space" and "common area" or "common open space" are used interchangeably.
- **Owner** also referred to as lot owner, member and home owner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to or leasehold interest in any land which is a part of Southbridge, including contract purchasers, but excluding those having such interest merely as security of the performance of an obligation.
- **Parks** shall mean all land and interest therein which has or may be conveyed to the Association or City of Bozeman, including but not limited to all lands identified as common open space, trails, public park, park, private open space, and detention / retention ponds as delineated on the final plat. The word park when used herein in the singular form may be referring a portion of the total parks delineated on the final plats of Southbridge Subdivision. Any portion of the designated parks not specifically designated as

common open space may be transferred to an appropriate organization subject to the restriction governing the maintenance and improvements of parks contained herein. Common open space, including the detention / retention ponds, shall remain in the ownership and control of the Association. Parks shall be maintained and improved consistent with the provisions of these Covenants governing maintenance of parks and improvements of parks. All Parks are hereby declared to be dedicated to be public use and available for the use and enjoyment of the public.

- **Properties** and "lots" shall mean all of the real property herein described and subsequently surveyed and platted into lots as Southbridge or a phase thereof, according to the official plats thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana.
- **UDC** shall mean the current City of Bozeman Unified Development Code or other current land use regulations as adopted by the City of Bozeman.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 31 day of August, 2012.

DECLARANT:



Holyoke IV, Inc.
Title: Vice President

STATE OF Montana)

:SS

County of Gallatin)

On this 31st day of August, 2012, before me, a Notary Public of the State of Montana, personally appeared Andrew Duane Hollgren known to me to be the person described in and who executed the foregoing instrument as Vice President of Holyoke IV, Inc. whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of Holyoke IV, Inc..

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



Printed Name: Tara Lee Hastie
NOTARY PUBLIC for the State of: Montana
Residing at: Bozeman
Commission expires April 4, 2013 (use 4 digits)

Exhibit A: Legal Description Southbridge Subdivision Phase 1

LEGAL DESCRIPTIONS:

A tract of land being a portion of Lot 4 of Minor Subdivision No. 235, situated in portions of the SE1/4 of Section 23, T. 2. S., R. 5 E., P.M.M., City of Bozeman, Gallatin County, Montana, more particularly described as follows:

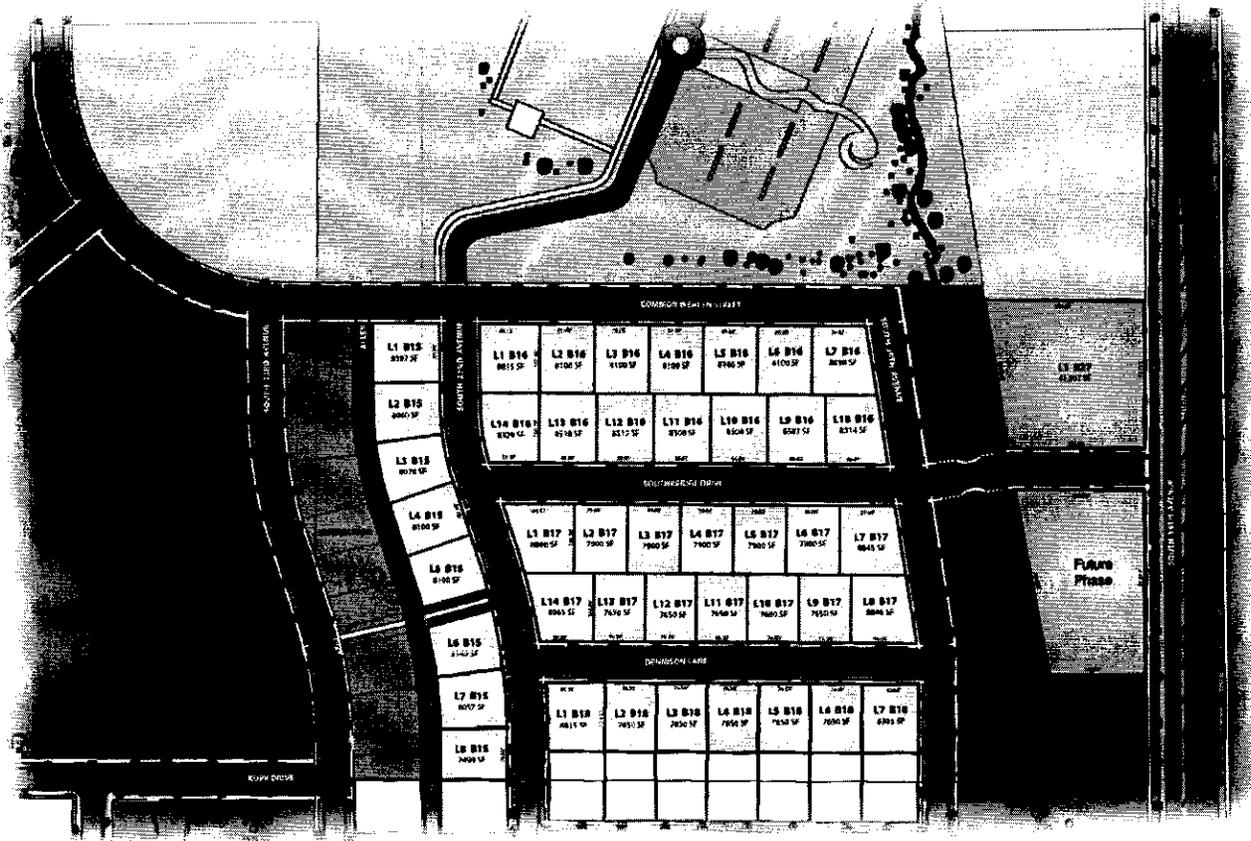
Beginning at a point which is the northwest corner of Lot 4 of Minor Subdivision No. 235; thence from said point of beginning S 88°53'05" E, 1235.95 feet along the north line of said Lot 4 to the westerly right-of-way limit of South 19th Avenue; thence S 00°35'07" W, 273.56 feet along said right-of-way limit to the southerly right-of-way limit of Southbridge Drive; thence N 89°24'53" W, 197.13 feet along said right-of-way limit; thence S 81°38'01" W, 116.63 feet along said right-of-way limit of Southbridge Drive to the easterly right-of-way limit of South 20th Avenue; thence S 08°32'25" E, 96.68 feet along said easterly right-of-way limit of South 20th Avenue; thence S 81°27'35" W, 60.00 feet; thence N 88°54'37" W, 564.55 feet to a point of curve; thence clockwise along a 920.00 foot radius curve, through an internal angle of 0°33'49", an arc distance of 9.05 feet, having a chord bearing of S 14°41'33" E, 9.05 feet; thence S 75°35'22" W, 190.07 feet to a point of curve; thence counterclockwise along a 730.00 foot radius curve, through an internal angle of 3°28'53", an arc distance of 44.36 feet, having a chord bearing of N 16°03'55" W, 44.35 feet; thence N 17°48'22" W, 118.29 feet to a point of curve; thence clockwise along a 460.00 foot radius curve, through an internal angle of 17°48'22", an arc distance of 142.96 feet, having a chord bearing of N 08°54'11" W, 142.38 feet; thence N 00°00'00" E, 125.33 feet; thence N 88°53'05" W, 59.45 feet; thence N 01°01'24" E, 40.00 feet to the Point of Beginning, containing 10.0397 acres, more or less, subject to any easements and or rights of way of record or apparent on the ground.

A tract of land being a portion of Lot 4 of Minor Subdivision No. 235, situated in portions of the SE1/4 of Section 23, T. 2. S., R. 5 E., P.M.M., City of Bozeman, Gallatin County, Montana, more particularly described as follows:

Commencing at a point which is the southeast corner of Lot 4 of Minor Subdivision No. 235; thence N 88°55'08" W, 9.52 feet along the south line of said Lot 4 to the Point of Beginning; thence from said Point of Beginning, N 88°55'08" W, 125.63 feet along the south line of said Lot 4; thence N 04°53'42" W, 107.46 feet; thence N 10°27'54" W, 73.00 feet; thence S 89°08'38" E, 148.71 feet; thence S 00°12'31" W, 179.00 feet to the Point of Beginning, containing 24,134 square feet, more or less.

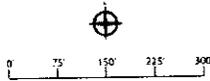
Exhibit B: Greenplan

(Note: refer to recorded Final Plat for exact lot dimensions.)



DRAFT 6-14-2012

NOTE: DUE TO THE SCHEMATIC NATURE OF THIS PLAN, AREAS SHOWN AS BEING CONSIDERED FOR FUTURE DEVELOPMENT ARE PRELIMINARY PLANS AND SHOULD BE CONFIRMED FOR EXACT DIMENSIONS AND ZONING REQUIREMENTS.



SOUTHBRIDGE

2451999

Page: 1 of 3 06/10/2013 03:28:58 PM Fee: \$21.00
Charlotte Mills - Gallatin County, MT MISC



Mail Original to:

Holyoke 4, Inc.
c/o Intrinsic Architecture, Inc.
111 North Tracy Avenue
Bozeman MT 59719



SOUTHBRIDGE
First Amended Covenants

Prepared By:
Intrinsic Architecture, Inc.

Prepared For:
Holyoke 4, Inc.

Date: May 22 2013

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR SOUTHBRIDGE**

WHEREAS, the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2012; and

WHEREAS, Declarant, pursuant to Article 2: Property Subject to Covenants, reserved the right, without seeking comment or consent from the owners of property subject to the covenants, may annex additional property and phases to Southbridge by recording a Declaration including a legal description of the land to be annexed into Southbridge; and

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

LOT 1, BLOCK 5, SOUTHBRIDGE SUBDIVISION PHASE 1A

NOW, THEREFORE, Declarant does hereby amend the Declaration of Covenants and Restrictions for Southbridge recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2012 to annex into Southbridge the following real property, which shall be established, dedicated, declared, published and subject to the terms, conditions, restrictions, and requirements of the Declaration of Covenants and Restrictions for Southbridge recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the property. Such Covenants shall apply to the entire property, and all improvements placed or erected thereon, unless otherwise specifically accepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot or division.

All other terms, conditions, restrictions, and requirements of the Declaration of Covenants and Restrictions for Southbridge remain in full force and effect.

22nd IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this day of May, 2013.

DECLARANT:

[Handwritten Signature]

Holyoke 4, Inc.

Title: V.P.

STATE OF mt)

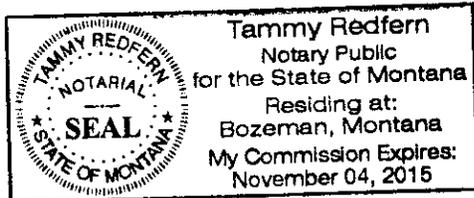
County of Gallatin)

:SS

On this 22 day of May, 2013, before me, a Notary Public of the State of mt, personally appeared Andrew Holloman known to me to be the person described in and who executed the foregoing instrument as

Vice President of Holyoke 4, Inc. whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of Holyoke 4, Inc.

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



[Handwritten Signature]

Printed Name: Tammy Redfern

NOTARY PUBLIC for the State of: mt

Residing at: Bozeman

Commission expires _____ (use 4 digits)

11-04-2015

Mail Original to:
Sourthbridge Development, LLC
20 North Tracy Avenue
Bozeman MT 59715

2496984

Page: 1 of 4 11/12/2014 01:55:01 PM
Charlotte Mills - Gallatin County, MT

Fee: \$4.00
MISC



SOUTHBRIDGE

Second Amended Covenants

Date: November 10, 2014

**SECOND AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR SOUTHBRIDGE**

WHEREAS, the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2014 and the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013; and

WHEREAS, the Declarant, pursuant to Article 2: Property Subject to the Covenants, reserves the right, without seeking comment or consent from owners of property subject to the covenants, may annex additional property and phases to Southbridge by recording a Declaration including a legal description of the land to be annexed into Southbridge; and

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

Lots 9, 10, 11, 12, 13, 14, 15, 16 in Block 1;
Lots 8, 9, 10, 11, 12, 13, 14, 15 in Block 6; and
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block 7

All in Southbridge Phase 3 [Plat reference:].

Now therefore, Southbridge Development, LLC, as successor Declarant to Holyoke IV, Inc., does hereby amend the Declaration of Covenants and Restrictions for Southbridge recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2014 and the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013 to annex into Southbridge the following real property, which shall be established, dedicated, declared, published and subject to the terms, conditions, restrictions, limitations, requirements and obligations of the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604, as amended, which shall run with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the property. Such Covenants apply to the entire property and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The

Covenants shall inure to and pass with each and every parcel, tract, lot and division. The property being annexed is:

- Lots 9, 10, 11, 12, 13, 14, 15, 16 in Block 1;
- Lots 8, 9, 10, 11, 12, 13, 14, 15 in Block 6; and
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block 7

All in Southbridge Phase 3 [Plat reference: J-555].

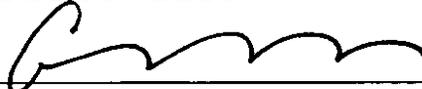
Additionally, Lots 9, 10, 11, 12, 13, and 14 in Block 7 carry the additional covenant restriction, which is for the benefit of Lot 2 of Southbridge Subdivision Phase, 2, being in Section 23, Township 2 South, Range 5 East, Gallatin County, Montana. This additional covenant may not be released, amended or altered in any manner absent written consent of the owner(s) of Lot 2, of Southbridge Subdivision Phase 2:

Each of the lots is restricted to single family structures. No multi-family structures are allowed on any of the designated lots.

All other terms, conditions, covenants, restrictions, limitation and requirements of the Declaration of Covenants and Restrictions for Southbridge are imposed all of the above included lots in Phase 3 and shall remain in full force and effect as well as the Southbridge Design Guidelines, as amended.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 12 day of November, 2014.

SUCCESSOR DECLARANT:



 Southbridge Development, LLC
 Title: ~~Principal~~ Member at

STATE OF Montana)
 :SS
 County of Gallatin)

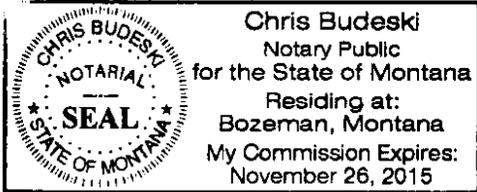
On this 12 day of NOVEMBER, 2014 before me, a Notary Public of the State of Montana, personally appeared Andrew D. Holloran known to me to be the person described in and who executed the foregoing instrument as ~~Principal~~ member at of Southbridge Development, LLC.

whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of successor Declarant Southbridge Development, LLC.

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



Printed Name: Chris Budeski
NOTARY PUBLIC for the State of: Montana
Residing at: Bozeman, Gallatin County MT
Commission expires November 26, 2015



MTE
MONTANA TITLE AND ESCROW
ORDER # M-16533

2519971

Page: 1 of 4 07/31/2015 12:54:27 PM Fee: \$28.00
Charlotte Mills - Gallatin County, MT MISC



Mail Original to:
Southbridge Development, LLC
20 North Tracy Avenue
Bozeman MT 59715



SOUTHBRIDGE

Third Amended Covenants

Date: July 27, 2015

**THIRD AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR SOUTHBRIDGE**

WHEREAS, the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2012 and the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013; and

WHEREAS, the Declarant, pursuant to Article 2: Property Subject to the Covenants, reserves the right, without seeking comment or consent from owners of property subject to the covenants, may annex additional property and phases to Southbridge by recording a Declaration including a legal description of the land to be annexed into Southbridge; and

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

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Block 10;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 in Block 9;

All in Southbridge Phase 4 [Plat reference: J567 Document No. 2519260].

Now therefore, Southbridge Development, LLC, as successor Declarant to Holyoke IV, Inc., does hereby amend the Declaration of Covenants and Restrictions for Southbridge recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2014, the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013, and the Second Amended Covenants for Southbridge recorded as Doc. 2496984 on November 12, 2014 to annex into Southbridge the following real property, which shall be established, dedicated, declared, published and subject to the terms, conditions, restrictions, limitations, requirements and obligations of the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604, as amended, which shall run with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the property. Such Covenants apply to the entire

property and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot and division. The property being annexed is:

- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Block 10;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 in Block 9;

All in Southbridge Phase 4

Additionally, Lots 10-18 in Block 9 carry the additional covenant restriction, which is for the benefit of Lot 3 in Block 8 of Southbridge Subdivision Phase, 4, being in Section 23, Township 2 South, Range 5 East, Gallatin County, Montana. These additional covenants may not be released, amended or altered in any manner absent written consent of the owner(s) of Lot 3 in Block 8 of Southbridge Subdivision Phase 4:

These lots require "cottage" style homes including front porches, appropriate landscaping, and a minimum of 1,600 square feet of living space on the ground floor. These lots shall be "alley loaded" with garage access and utilities strictly located from and within the alley. No street facing garages shall be allowed for these lots.

Each lot identified herein is subject to the Southbridge Bylaws as amended.

All other terms, conditions, covenants, restrictions, limitation and requirements of the Declaration of Covenants and Restrictions for Southbridge are imposed all of the above included lots in Phase 4 and shall remain in full force and effect as well as the Southbridge Design Guidelines, as amended.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 30th day of July, 2015.

SUCCESSOR DECLARANT:

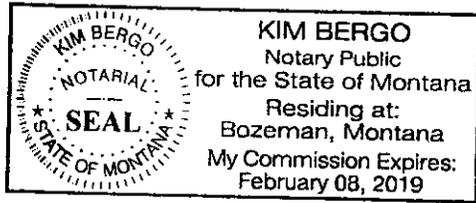
Joe S. Rosson
 Southbridge Development, LLC
 Title: Member Joe S. Rosson

STATE OF MT)

County of Gallatin :SS

On this 30 day of July, 2015 before me, a Notary Public of the State of Montana personally appeared Joseph S Rosson known to me to be the person described in and who executed the foregoing instrument as Member of Southbridge Development, LLC. whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of successor Declarant Southbridge Development, LLC.

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



Kim Bergo
Printed Name: Kim Bergo
NOTARY PUBLIC for the State of Montana
Residing at: Bozeman
Commission expires 02-8-19 (use 4 digits)

MTE
MONTANA TITLE AND ESCROW
ORDER # 7001-932A

2521972

Page: 1 of 4 08/18/2015 11:50:44 AM Fee: \$28.00
Charlotte Mills - Gallatin County, MT MISC

Mail Original to:
Sourthbridge Development, LLC
20 North Tracy Avenue
Bozeman MT 59715



SOUTHBRIDGE
Amended and Restated
Third Amended Covenants

Date: August 14, 2015

AMENDED AND RESTATED THIRD AMENDED DECLARATION OF COVENANTS & RESTRICTIONS FOR SOUTHBRIDGE

WHEREAS, the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2012 and the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013; and

WHEREAS, the Declarant, pursuant to Article 2: Property Subject to the Covenants, reserves the right, without seeking comment or consent from owners of property subject to the covenants, may annex additional property and phases to Southbridge by recording a Declaration including a legal description of the land to be annexed into Southbridge; and

WHEREAS, with the recording of the Southbridge Third Amended Covenants (Doc. No. 2519971), the Declarant inadvertently mis-identified lots and blocks in Phase v and hereby corrects this mis-identification and

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

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 10;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 in Block 9;

All in Southbridge Phase 4 [Plat reference: J567 Document No. 2519260].

Now therefore, Southbridge Development, LLC, as successor Declarant to Holyoke IV, Inc., does hereby amend and restated the Southbridge Third Amended covenants and further amends the Declaration of Covenants and Restrictions for Southbridge recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2014, the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013, and the Second Amended Covenants for Southbridge recorded as Doc. 2496984 on November 12, 2014 to annex into Southbridge the following real property, which shall be established, dedicated, declared, published and subject to the terms, conditions, restrictions, limitations, requirements and obligations of the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604, as amended, which shall run with the land and shall be binding upon and be for the benefit of all

persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the property. Such Covenants apply to the entire property and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot and division. The property being annexed is:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 10;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 in Block 9;

All in Southbridge Phase 4

Additionally, Lots 1-11 in Block 9 carry the additional covenant restriction, which is for the benefit of Lot 3 in Block 8 of Southbridge Subdivision Phase, 4, being in Section 23, Township 2 South, Range 5 East, Gallatin County, Montana. These additional covenants may not be released, amended or altered in any manner absent written consent of the owner(s) of Lot 3 in Block 8 of Southbridge Subdivision Phase 4:

These lots require "cottage" style homes including front porches, appropriate landscaping, and a minimum of 1,600 square feet in size. These lots will be "alley loaded" with garage access and utilities located within the alley.

Each lot identified herein is subject to the Southbridge Bylaws as amended.

All other terms, conditions, covenants, restrictions, limitation and requirements of the Declaration of Covenants and Restrictions for Southbridge, not amended and restated herein, are imposed all of the above included lots in Phase 4 and shall remain in full force and effect as well as the Southbridge Design Guidelines, as amended.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 14th day of August, 2015.

SUCCESSOR DECLARANT:

Joe S. Rosson Joe S. Rosson
Southbridge Development, LLC
Title: Member

STATE OF MT)

County of Gallatin)

:SS

On this 14 day of August, 2015 before me, a Notary Public of the State of MT, personally appeared Joseph Ross known to me to be the person described in and who executed the foregoing instrument as Member of Southbridge Development, LLC. whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of successor Declarant Southbridge Development, LLC.

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

Michele Barrett

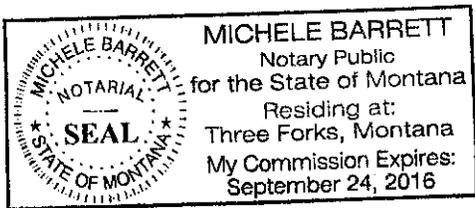
Printed Name: Michele Barrett

NOTARY PUBLIC for the State of: MT

Residing at: Three Forks

Commission expires Sept 24 2016 (use 4 digits)

2016



MTE: M-16533

2536422

Page: 1 of 5 01/28/2016 11:11:09 AM Fee: \$35.00
Charlotte Mills - Gallatin County, MT MISC



Mail Original to:
Sourthbridge Development, LLC
20 North Tracy Avenue
Bozeman MT 59715



SOUTHBRIDGE

Fourth Amended Covenants

Date: January 26, 2016

**FOURTH AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR SOUTHBRIDGE**

WHEREAS, the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2012 and the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013; and

WHEREAS, the Declarant, pursuant to Article 2: Property Subject to the Covenants, reserves the right, without seeking comment or consent from owners of property subject to the covenants, may annex additional property and phases to Southbridge by recording a Declaration including a legal description of the land to be annexed into Southbridge; and

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

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 in Block 10;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,
and 22 in Block 9;

All in Southbridge Phase 4 [J567].

Now therefore, Southbridge Development, LLC, as successor Declarant to Holyoke IV, Inc., does hereby amend the Declaration of Covenants and Restrictions for Southbridge recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2014, the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013, and the Second Amended Covenants for Southbridge recorded as Doc. 2496984 on November 12, 2014 and correct the Third Amended Covenants, which were recorded on July 31, 2015 as Document No. 2519971 and incorrectly identified the annexed lots in Block 10 by identifying more lots that were platted as being annexed into Southbridge the following real property. This Amendment records the corrected legal descriptions and establishes, dedicates, declares, publishes and subject to the terms, conditions, restrictions, limitations, requirements and obligations of the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604, as amended, which shall run with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs,

successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the property. Such Covenants apply to the entire property and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot and division. The property being annexed is:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 10;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 in Block 9;

All in Southbridge Phase 4

Additionally, Lots 1-11 in Block in Block 9 carry the additional covenant restriction, which is for the benefit of Lot 3 in Block 8 of Southbridge Subdivision Phase, 4, being in Section 23, Township 2 South, Range 5 East, Gallatin County, Montana. These additional covenants may not be released, amended or altered in any manner absent written consent of the owner(s) of Lot 3 in Block 8 of Southbridge Subdivision Phase 4:

These lots require "cottage" style homes including front porches, appropriate landscaping, and a minimum of 1,600 square feet of living space on the ground floor. These lots shall be "alley loaded" with garage access strictly located from and within the alley. No street facing garages shall be allowed for these lots.

Each lot identified herein is subject to the Southbridge Bylaws as amended.

All other terms, conditions, covenants, restrictions, limitation and requirements of the Declaration of Covenants and Restrictions for Southbridge are imposed all of the above included lots in Phase 4 and shall remain in full force and effect as well as the Southbridge Design Guidelines, as amended.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 21st day of January, 2016.

SUCCESSOR DECLARANT:

[Handwritten Signature]

Southbridge Development, LLC
Title: Member

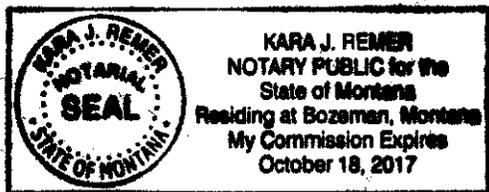
STATE OF Montana)

:SS

County of Gallatin)

On this 28th day of January, 2016 before me, a Notary Public of the State of MT, personally appeared Andy Holloman known to me to be the person described in and who executed the foregoing instrument as Member of Southbridge Development, LLC. whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of successor Declarant Southbridge Development, LLC.

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



Kara J. Remer

Printed Name: KARA J REMER
NOTARY PUBLIC for the State of: MT
Residing at: Bozeman
Commission expires 10-18-2017 (use 4 digits)

CONSENT TO RECORDING

Shady Lane Ranch, LP

[Handwritten Signature]
Thomas C. Fink, General Partner

[Handwritten Signature]
Naomi R. Barer-Fink, General Partner

STATE OF Montana)

:SS

County of Gallatin)

On this 26th day of January, 2016 before me, a Notary Public of the State of Montana, personally appeared Thomas C. Fink and Naomi R. Barer-Fink, as General Partners of Shady Lane Ranch, LP known to me to be the person described in and who executed the foregoing instrument whose name are subscribed to the within instrument and acknowledged to me they executed the same for and on behalf of Shady Lane Ranch, LP.

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

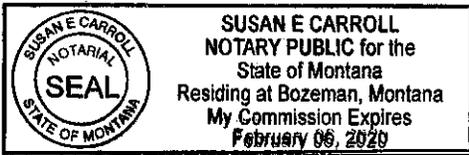
Susan E. Carroll

Printed Name: Susan E. Carroll

NOTARY PUBLIC for the State of: _____

Residing at: _____

Commission expires 02-06-2020 (use 4 digits)



2016
MTE
MONTANA TITLE AND ESCROW
ORDER # M-18355

2564949

Page: 1 of 4 11/30/2016 11:43:42 AM Fee: \$28.00
Charlotte Mills - Gallatin County, MT MISC



Mail Original to:
Southbridge Development, LLC
20 North Tracy Avenue
Bozeman MT 59715



SOUTHBRIDGE

Fifth Amended Covenants

Date: November 28 2016

**FIFTH AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR SOUTHBRIDGE**

WHEREAS, the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2012 and the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013, the Second Amended Declaration of Covenants & Restrictions for Southbridge recorded as Document No. 2496984 on November 11, 2014, the Third Amended Declaration of Covenants & Restrictions for Southbridge recorded as Document No. 2519971 on July 31, 2015, the Third Amended & Restated Covenants & Restrictions for Southbridge recorded as Document No. 2521972 on August 18, 2015, and the Fourth Amended Declaration of Covenants & Restrictions for Southbridge recorded as Document No. 2536422 on January 28, 2016; and

WHEREAS, the Declarant, pursuant to Article 2: Property Subject to the Covenants, reserves the right, without seeking comment or consent from owners of property subject to the covenants, may annex additional property and phases to Southbridge by recording a Declaration including a legal description of the land to be annexed into Southbridge; and

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

Lots 1-9 in Block 10, All in Southbridge Phase 5
[Plat reference: **J-594**].

NOW, THEREFORE, Southbridge Development, LLC, as successor Declarant to Holyoke IV, Inc., does hereby amend the Declaration of Covenants and Restrictions for Southbridge recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2014, the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013, the Second Amended Covenants for Southbridge recorded as Doc. 2496984 on November 12, 2014, the Third Amended & Restated Covenants & Restrictions for Southbridge recorded as Document No. 2521972 on August 18, 2015, and the Fourth Amended Declaration of Covenants & Restrictions for Southbridge recorded as Document No. 2536422 on January 28, 2016, to annex into Southbridge the following real property, which shall be established, dedicated, declared, published and subject to the terms, conditions, restrictions, limitations, requirements and

obligations of the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604, as amended, which shall run with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the property. Such Covenants apply to the entire property and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot and division. The property being annexed is:

Lots 1-9 in Block 10, All in Southbridge Phase 5
[Plat reference: I-594].

Each lot identified herein is subject to the Southbridge Bylaws as amended.

All other terms, conditions, covenants, restrictions, limitations and requirements of the Declaration of Covenants and Restrictions for Southbridge are imposed upon all of the above included lots in Phase 5 and shall remain in full force and effect as well as the Southbridge Design Guidelines, as amended.

28th IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this day of November, 2016.

SUCCESSOR DECLARANT:

SOUTHBRIDGE DEVELOPMENT, LLC

By: 
Its: Member

STATE OF MONTANA)

:SS

County of Gallatin)

On this 28th day of November, 2016, before me, a Notary Public of the State of Montana, personally appeared Andrew Holloran, the Member of SOUTHBRIDGE DEVELOPMENT, LLC, the Successor Declarant, whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of the LLC.

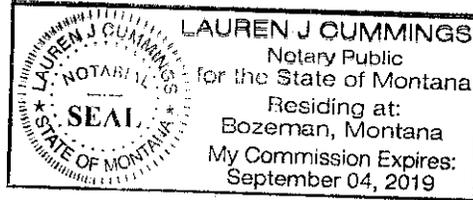
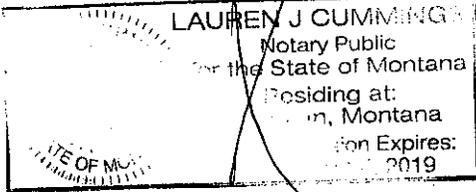
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and year first written above.

Lauren Cummings

Notary Public for the State of Montana

Printed Name: Lauren Cummings

commission expires September 4, 2019



MTE
MONTANA TITLE AND ESCROW
ORDER # M-22571

2608901

Page: 1 of 5 03/21/2018 12:41:56 PM Fee \$35.00
Charlotte Mills - Gallatin County, MT MISC



Mail Original to:
Bedrock Developers, LLC
15267 SE Rivershore Dr.
Vancouver, WA 08683



SOUTHBRIDGE

Sixth Amended Covenants

**SIXTH AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR SOUTHBRIDGE**

WHEREAS, the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2012 and the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013, the Second Amended Declaration of Covenants & Restrictions for Southbridge recorded as Document No. 2496984 on November 11, 2014, the Third Amended Declaration of Covenants & Restrictions for Southbridge recorded as Document No. 2519971 on July 31, 2015, the Third Amended & Restated Covenants & Restrictions for Southbridge recorded as Document No. 2521972 on August 18, 2015, the Fourth Amended Declaration of Covenants & Restrictions for Southbridge recorded as Document No. 2536422 on January 28, 2016 and Southbridge Fifth Amended Covenants recorded as Document No. 2564949; and

WHEREAS, the owners of all of the Lots within Phase VI agree to annex additional property and phases to Southbridge by recording a Declaration including a legal description of the land to be annexed into Southbridge; and

WHEREAS, undersigned are the owners of the following described property situated in Gallatin County, Montana:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block 11 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Block 12 (formerly described as remainder Tract 1 of the filed plat of Phase 5) of Southbridge Subdivision Phase 6, City of Bozeman, Gallatin County, Montana according to the official plat thereof on file and of record in the office of the County Clerk and Recorder. [Plat reference: J-613].

NOW, THEREFORE, the owners do hereby annex the above real property into and subject the same real property to the Declaration of Covenants and Restrictions for Southbridge recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604 on September 27, 2014, the First Amended Declaration of Covenants & Restrictions for Southbridge recorded as Doc. No. 2451999 on June 10, 2013, the Second Amended Covenants for Southbridge recorded as Doc. 2496984 on November 12, 2014, the Third Amended & Restated Covenants & Restrictions for Southbridge recorded as Document No. 2521972 on August 18, 2015, the Fourth Amended Declaration of

Covenants & Restrictions for Southbridge recorded as Document No. 2536422 on January 28, 2016, and Southbridge Fifth Amended Covenants recorded as Document No. 256494 into Southbridge the following real property, which shall be established, dedicated, declared, published and subject to the terms, conditions, restrictions, limitations, requirements and obligations of the Declaration of Covenants and Restrictions for Southbridge were recorded in the office of Gallatin County Clerk and Recorder as Document No. 2427604, as amended, which shall run with the land and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the property. Such Covenants apply to the entire property and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot and division. The property being annexed and subject to the covenants, bylaws and any rules and regulations adopted are:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block 11 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Block 12 of Southbridge Subdivision Phase 6, City of Bozeman, Gallatin County, Montana according to the official plat thereof on file and of record in the office of the County Clerk and Recorder. [Plat reference: J-613].

Each lot identified herein is subject to the Southbridge Bylaws as amended.

All other terms, conditions, covenants, restrictions, limitations and requirements of the Declaration of Covenants and Restrictions for Southbridge are imposed upon all of the above included lots in Phase 5 and shall remain in full force and effect as well as the Southbridge Design Guidelines, as amended.

IN WITNESS WHEREOF, Owners have hereunto set its hand as of this 5 day of March, 2018.

[signature to follow]

BEDROCK DEVELOPERS, LLC,
a Washington limited liability company

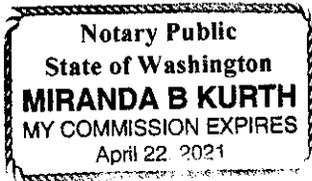
By: *[Signature]*
Ray D. Akrawi, Manager

STATE OF Washington)
) :ss
County of Clark)

On this 13TH day of March, 2018, before me, a Notary Public of the State of Washington, personally appeared Ray D Akrawi, the manager of BEDROCK DEVELOPERS, LLC, whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of the LLC.

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

[Signature]
Notary Public for the State of WA
Printed Name: Miranda B. Kurth



DA Land Company, LLC

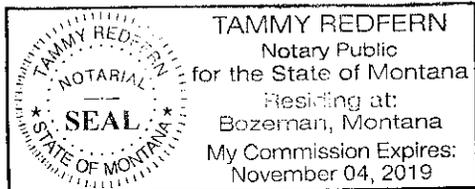
By: [Signature]
Andy R. Rowe, Its member

By: [Signature]
Daniel L. Barnes, Its member

STATE OF MONTANA)
 :SS
County of GALLATIN)

On this 5 day of March, 2018, before me, a Notary Public of the State of Montana personally appeared Andy R. Rowe and Daniel L. Barnes, the members of DA Land Company, LLC, whose name is subscribed to the within instrument and acknowledged to me that they executed the same for and on behalf of the LLC.

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



[Signature]
Notary Public for the State of Montana
Printed Name: Tammy Redfern

2427605

Page: 1 of 12 09/27/2012 11:38:58 AM Fee: \$94.00
Charlotte Mills - Gallatin County, MT MISC



SOUTHBRIDGE

Bylaws

Prepared By:
Intrinsic Architecture, Inc.

Prepared For:
Holyoke IV, Inc.

Date: August 2012



SOUTHBRIDGE

Bylaws

Table of Contents

Name	Page
Article 1: Purpose	1
Article 2: Relationship to other Documents	1
2.1 Southbridge Covenants	1
2.2 Southbridge Design Regulations	1
Article 3: Contact Information	1
Article 4: Meetings	1
Article 5: Duties	2
Article 6: Voting & Membership Interest	3
Article 7: Resolutions	4
Article 8: Powers & Duties of the Board	4
Article 9: Liability	7
Article 10: Insurance	8
Article 11: Terms	8
Article 12: Committees	9
Article 13: Compensation	9
Article 14: Severability	9
Article 15: Amendments	9

Article 1: Purpose

The purpose of the Southbridge Community Association Bylaws is to outline the procedures and processes for the function of the Southbridge Community Association including voting and membership interests, information on how neighborhood meetings are organized and conducted, and information on the overall meetings, powers, and responsibilities of the Board of Directors.

Article 2: Relationship to other Documents

2.1 Southbridge Covenants

All properties in Southbridge are also subject to the Southbridge Covenants which are on file at the Clerk & Recorder's Office. No acts by the Association or by the Board of Directors shall be contrary to the Covenants. On its own initiative, the Board may take such action as it deems necessary, including the taking of legal action and initiating suit to enforce the Declaration of Covenants, Conditions and Restrictions.

2.2 Southbridge Design Regulations

All properties in the Southbridge Subdivision are also subject to the Southbridge Design Regulations.

Article 3: Contact Information

The mailing address of the Southbridge Community Association shall be: PO Box 580, Bozeman MT 59771. The address of the Association may be changed by the Board of Directors upon written notice to the owners.

Article 4: Meetings

The annual meeting of the Southbridge Community Association shall occur on the 1st Tuesday of October of each year. Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of twenty-five (25) percent of the owners. Special meetings shall require forty-eight (48) hours' notice in writing. Notice of annual and special meetings shall be mailed to owners at the address on file for each owner. The presence of 20 percent or more members at a noticed meeting shall constitute a quorum.

At the annual meeting, the members shall review and approve a budget for the next year, shall elect Directors to fill any expired term or vacant

position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association.

The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a President and a Vice-President/Design Liaison. At this time the Directors shall also designate a Secretary/Treasurer. The Directors may choose to hire outside persons that are not members of the Association to fulfill the Secretary and Treasurer duties.

Article 5: Duties

The duties of President and Vice-President shall be as follows:

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

Vice-President. The Vice-President shall exercise the powers of the President in the absence of the President. This position shall also act as the liaison between the Board of Directors and the Southbridge Design Committee.

The duties of the Secretary/Treasurer shall be as follows:

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

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

Article 6: Voting & Membership Interest

Every person, group of persons, partnership, corporation, or association who is a fee owner of real property within the boundaries of the area described as Southbridge as on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana, shall be a member of the Association. By this provision, each lot, as shown on the plats and amendments thereto shall entitle the owner of one membership interest in the Association without regard to the number of persons and entities which may claim fee ownership in a single lot.

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

The following chart illustrates voting interests by use:

Use	Voting Interest
Vacant Lot	1 vote per lot
Developed Lot	1 vote per lot

Multiple owners of a single parcel of real property would have collectively one such membership or voting interest. Whenever any lot, tract or parcel is owned or leased by two or more persons or by an entity, such person or persons or entity must, prior to a meeting where voting may be allowed, among and between themselves determine who is entitled to vote the membership interest and in what manner it shall be voted.

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

If, in the judgment of the Board, a bona fide and irreconcilable dispute arises as to the voting or right to vote a membership interest, such interest may be declared to be a dispute and for the time such interest is in dispute, it shall have no voting rights.

Voting may be in person or by proxy.

Article 7: Resolutions

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

Article 8: Powers and Duties of the Board of Directors

The Board of Directors shall have the following powers on behalf of the Southbridge Community Association:

- (a) To provide for the **construction, installation, acquisition, replacement, operation, maintenance and repair** by the Association of buildings, equipment, common areas, facilities and services for recreation and/or sporting activities, lighting, garbage removal and disposal, security of persons or property, fire protection and other municipal services and functions, and to the extent necessary by the failure of the Owners of private areas, or in exercising any of its rights to construction improvements of other work upon any Parks, the Association shall have the power and authority:
 1. To obtain, maintain and pay for such insurance policies or bonds as the Board may deem to be appropriate for the protection or benefit of Southbridge, the Association, the members of the Board, the members of the Committee, or the Owners;
 2. To contract and pay for, or otherwise provide for, such utility services including, but without limitation, water, sewer, trash, electrical, telephone and gas services as may from time to time be required;
 3. To contract and pay for, or otherwise provide for the services of architects, engineers, attorneys and certified public accountants or such other professional or nonprofessional services as the Board may deem necessary;
 4. To contract and pay for, or otherwise provide for, fire, police and such other protection services as the Board deems

necessary for the benefit of Southbridge, any property located with Southbridge, or the Owners;

5. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor to the extent the Board deems necessary, and to pay and discharge any and all liens placed upon any Parks on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.
- (b) To enter into fair and reasonable contracts for the administration and enforcement of the Southbridge Design Regulations by the Southbridge Design Review Committee, of which at least one member shall be an architect or urban designer as specified in the Design Regulations.
 - (c) To adopt a development review fee schedule and fine schedules.
 - (d) To enter into other contracts and agreements as are necessary to affect the business of the Association. Contracts for such work with third parties which provide for a term or duration in excess of one year must be approved by a majority of the members, which approval may be ratified at the annual or any special meeting of the Association.
 - (e) To make and establish rules and regulations for the governance of facilities and the performing of such functions, the taking of such action and operating in such areas as are within the jurisdictions of the Association.
 - (f) To take necessary and appropriate action to collect assessments from members, including the filing of liens and prosecuting foreclosures.
 - (g) To pay the expenses of the Association, including all taxes or assessments and to contract and pay for such insurance as may be necessary in the best interests of the Association, and to provide for the use and disposition of the insurance proceeds in the event of loss or damage.
 - (h) To establish accounts for operating and/or development funds as set out in the Covenants.

- (i) The Board shall have the right to pay, compromise, or contest any or all taxes and assessments levied against all or any part of the parks, or upon any personal property belonging to the Association.
- (j) To call meetings of the Association, both annual and special, and to preside over such meetings and to give appropriate notice of such meetings as required by the Bylaws.
- (k) To formulate and introduce resolutions at the meetings of the Association.
- (l) To hold meetings of the Board of Directors as are necessary to conduct Association affairs.
- (m) To nominate replacement Directors as necessary for ratification by a simple majority vote from the Community Association.
- (n) To fill any vacancy in the officers of the Association (President, Vice President, Secretary, or Treasurer) by appointment until the next annual meeting or the successor is duly appointed or elected.
- (o) To maintain lists of members and to keep records in a good and businesslike manner of all assessments made, all expenditures, and the status of each member's payments of assessment; and to make such records accessible at reasonable times to all members.
- (p) To deal with agencies, officers, boards, commissions, departments and bureaus or other governmental bodies in a federal, state, county and local basis to carry out the above powers, duties and responsibilities.
- (q) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any lot, for the purpose of maintaining and repairing any lot, if for any reason the Owner fails to maintain and repair the lot as required by the Covenants or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such area in violation of these Covenants. The Association may maintain and repair any roads, sidewalks, parks, linear trail or public areas in or adjoining Southbridge including landscaping and planting the same and repairing improvements thereon when

public authorities, in the opinion of the Board have failed to do so in a manner befitting the standards of the community. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of Southbridge Covenants, or to enforce by mandatory injunction or otherwise all of the provisions of the Southbridge Covenants.

- (r) The Board shall be required to grant and convey to any third parties easements or rights-of way in, on, over or under any Parks without payment to the Association when requested by Declarant. The Board shall also have the power and authority to grant and convey to any third parties, on such terms as the Board may approve, parcels or strips of land from any Parks. The Board may not grant or convey land from any Parkland or Linear Trail which would jeopardize the land required by the subdivision or zoning approvals for the land described in Exhibit A.
- (s) The Board may from time to time employ the services of a manager to manage the affairs of the Association. The Board may delegate to the manager any of its powers under the Southbridge restrictions, provided, however, the Board cannot delegate to such manager the power to execute any non-emergency contract binding on the Association for a sum in excess of \$10,000.00; nor for the performance of any work or services, which work or services are not to be completed within 90 days; nor the power to sell, convey, mortgage or encumber any property of the Association.
- (t) To do any and all things necessary to carry into effect these Bylaws and to do any and all things necessary to require compliance with and enforce the Covenants and Design Regulations.
- (u) For condominiums, in accordance with the percentage of interest in the general common elements as set forth in the Declaration, each Owner shall be assessed for general common expenses, which shall include the expenses of any properly created special improvement districts (SIDs) affecting the property, including, but not limited to lighting districts, street maintenance and tree maintenance. Such assessments, and assessments for limited common expenses, shall be collected and paid according to the

terms and under the procedures more particularly set forth in the Declaration. The amounts of assessments described above and any other assessments allowed by these Bylaws, the Declaration and by the State of Montana, shall be fixed by the Board of Directors. Notice of each Owner's assessments shall be mailed to the Owner at his or her address of record.

Article 9: Liability

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

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

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

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

(d) Shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

Article 10: Insurance

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

Article 11: Terms & Replacement

Each year, the Community Association shall elect Directors to fill any expired term or vacant position. Terms shall be staggered so that each year, each phase of the Association is voting for one new Director.

The terms of office for members of the Board shall be not less than three (3) years and may be extended in duration by the presentation of a

Resolution presented to the members at an annual meeting. The Board of Directors shall have staggered terms. As such, the initial Board of Directors shall meet and draw lots which shall dictate that one member shall serve one year, another member shall serve two years, and the third member shall serve three years. After this initial drawing, each Director term shall be three years. There are no restrictions upon successive periods of Board of Directors terms.

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

Article 12: Committees

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

Article 13: Compensation

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

Article 14: Severability

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

Article 15: Amendments

Amendments to the Southbridge Community Association Bylaws shall only be made by the Southbridge Community Association. Amendments to the Bylaws shall be presented to the owners at the same time as the owner is provided notice of the meeting. The bylaws may not be changed without the owners having been presented with the proposed change, the time of the meeting to consider the change and the

passage by a simple majority of the owners present, in person or by proxy, at the meeting.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 27 day of SEPTEMBER, 2012.

DECLARANT:

[Signature]
Holyoke IV, Inc.
Title: V.P.

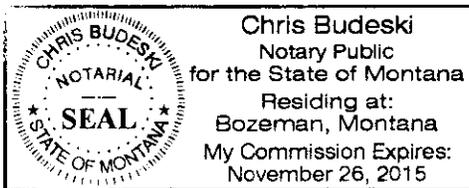
STATE OF Montana)
County of Gallatin)

:SS

On this 27 day of SEPTEMBER, 2012, before me, a Notary Public of the State of Montana, personally appeared Andrew Duane Holloway known to me to be the person described in and who executed the foregoing instrument as VICE PRESIDENT of Holyoke IV, Inc. whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of Holyoke IV, Inc..

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

[Signature]
Printed Name: CHRIS BUDESKI
NOTARY PUBLIC for the State of: Montana
Residing at: BOZEMAN GALLATIN Co.
Commission expires 11/26/2015 (use 4 digits)



2427606

Page: 1 of 42 09/27/2012 11:38:58 AM Fee: \$304.00
Charlotte Mills - Gallatin County, MT MISC



SOUTHBRIDGE

Design Regulations

Prepared By:
Intrinsik Architecture, Inc.

Prepared For:
Holyoke IV, Inc.

Date: August 2012



SOUTHBRIDGE

Design Regulations

Table of Contents

Name	Page
Article 1: Purpose	1
Article 2: Properties & Projects Subject to Design Regulations	2
Article 3: Relationship to other Documents	2
3.1 Local Land Use Regulations	2
3.2 Covenants	2
3.3 Bylaws	3
Article 4: Southbridge Design Committee (SDC)	3
4.1 Function	3
4.2 Membership	3
4.3 Scope of Responsibilities	3
4.4 Enforcing Powers	3
4.5 Limitation of Responsibilities	4
Article 5: Design Review Process	4
5.1 Informal Advice	5
5.2 Form A: Sketch Design Review	5
5.3 Form B: Construction Design Review	6
5.4 Form C: Changes & Modifications	8
5.5 Form D: Inspections	9
5.6 Building Permits & Site Plan Review	10
5.7 Timing of Construction	10
5.8 Liability	11
Article 6: Community Design Patterns	11
6.1 Site	11
(a) Setbacks, Parking & Monument Locations	11
(b) Accessory Structures	12
(c) Accessory Dwelling Units	12
(d) Fences	13
(e) Driveways/Parking	14
(f) Sidewalks	15

6.2 Building	16
(a) Minimum & Maximum Floor Areas	16
(b) Foundations	16
(c) Walls & Facades	15
(d) Porches	17
(e) Decks & Patios	18
(f) Windows	19
(g) Doors	20
(h) Roofs	20
(i) Skylights	21
(j) Solar/Photovoltaic Panels	22
(k) Dormers	22
(l) Eaves / Soffits / Gutters	22
(m) Chimneys/Roof Vents/Equipment	22
(n) Lighting	23
(o) Signage	23
6.3 Landscape	24
(a) General Requirements	24
(b) Street Trees & Boulevard Plantings	24
(c) Yard Plantings	25
(d) Vegetation Maintenance & Removal	25
6.4 Variations from Community Patterns	26
Article 7: Amendments	27
Article 8: Definitions	27
Exhibit A: Legal Description of Subdivision	28
Exhibit C: Forms (A, B, C, D)	29

Article 1: Purpose

These Design Regulations are intended to allow for a broad range of designs to create a diverse and quality neighborhood. Rather than dictate specific design styles, these regulations are provided to assist architects and owners in designing buildings that are compatible and have clear order and comprehensive composition. The rules and restrictions contained within this document are intended for the protection and enjoyment of all residents and visitors in Southbridge.

Diversity of architectural design is encouraged. The fact that a particular style of building already exists in Southbridge does not guarantee that it will necessarily be approved for construction again. Exceptions to these Design Regulations may be granted only on the basis of design merit as determined by the Southbridge Design Committee (SDC) and as outlined in Section 6.4. The SDC is not authorized to grant any exceptions to City of Bozeman requirements. It is the responsibility of the property owner to ensure that all proposed construction shall comply with all laws, rules, and regulations including, but not limited to the Bozeman Unified Development Code (UDC) and the International Building Code as well as other applicable plumbing, electric, or building codes. The Southbridge Covenants (on file at the Clerk & Recorder's Office) and the Southbridge Bylaws also apply to all properties within Southbridge.

Article 2: Properties and Projects Subject to Design Regulations

These Design Regulations shall apply to all properties as described in Exhibit A, and all development placed or erected thereon, unless otherwise specifically accepted herein. Design Regulations shall inure to and pass with each and every parcel, tract, lot or division.

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

No residence(s), fence, wall, parking space, garage, shed, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties subject to these covenants until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location have been submitted and approved, in writing, by the SDC, as well as appropriate City of Bozeman review, permitting and fee payment. All plans submitted to the City of Bozeman Planning Department or Building Division must have the Southbridge Design Committee Form B stamp of approval (city agencies are not responsible for enforcement). It is the responsibility of the property owner to ensure that he/she has the most recent copy of the Design Regulations. An application shall be processed consistent with the Design Regulations that are in effect thirty (30) days prior to SDC receipt of a complete Form A submittal.

Article 3: Relationship to other Documents

3.1 Local Land Use Regulations

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

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

3.2 Covenants

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

3.3 Bylaws

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

Article 4: Southbridge Design Committee

An association is hereby established known as the "Southbridge Design Committee" (SDC).

4.1 Function

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

4.2 Membership

The SDC shall consist of the Declarant (or Declarant's representative), the Design Liaison from the Board of Directors and an architect or urban designer. The SDC may also engage other professional services or other advisors in the review process at the SDC's sole discretion.

4.3 Scope of Responsibilities

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

4.4 Enforcing Powers

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

4.5 Limitation of Responsibilities

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

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

Article 5: Design Review Process

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

Southbridge Design Committee (SDC)
c/o Intrinsic Architecture, Inc.
111 North Tracy Avenue
Bozeman, Montana 59715
studio@intrinsicarchitecture.com

Submittals must be labeled with "Southbridge Design Committee" and specific project title and address. Form A, Form B, Form C and Form D are available at the end of this document. Emailed plans must be in PDF format.

Upon SDC review, the owner will be notified within ten (10) business days of a complete submittal that the design has been approved, approved with stipulations or disapproved. Incomplete applications may be returned and are subject to a re-submittal fee.

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

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

If an application has been denied, or the approval is subject to conditions that the owner feels are unacceptable, the owner may request a hearing before the SDC to justify his/her position within five (5) days. The SDC will consider the arguments and facts presented by the owner and notify the owner of its decision within five (5) days.

Request for withdrawal of an application may be made without prejudice, provided the request for withdrawal is made in writing to the SDC.

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

5.1 Informal Advice

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

Fee*	Required Documents	Required Drawings (2 copies)	Schematic Drawing Checklist
TBD	None	Conceptual plans appropriate for informal discussion	n/a

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

5.2 Form A: Sketch Design Review

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

Note that Form A review **must be** completed before Form B review can begin unless specifically waived by the SDC for repeat plans. If a Form B application is not submitted within six months of Form A review (based on the date of the letter from the SDC) or if the project design changes

considerably (as determined by the SDC), a new full Form A submittal will be required.

Fee*	Required Documents	Required Drawings (2 paper copies plus digital copy in PDF format)	Schematic Drawing Checklist
\$200 (Single, or Single with ADU) \$300 (all others)	Form A (must be signed)	Site Plan (1/16" or 1/8" scale)	North arrow; property lines; setbacks; easements; sidewalks; building footprints; porches, stairs, eaves (as dashed lines), etc.
		Landscape Plan (1/16" or 1/8" scale)	Schematic site landscaping
		Floor Plans (1/8" scale or larger)	Room uses labeled; windows & doors; overhangs; dimensions; gross square footage for residence & garage (outside wall)
		Elevations (1/8" scale or larger)	Porches; balconies; doors; windows; materials; overall height (from average grade); roof pitches
		Roof Plan (1/8" scale or larger)	Dimensions roof pitches

*Notes:

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

5.3 Form B: Construction Design Review

This process is to review the construction documents for general compliance with these Design Regulations and verifies that the previous Form A SDC recommendations have been addressed. Conformity to applicable local regulations and building codes, as well as obtaining

appropriate permits is the responsibility of the owner's architect and/or builder.

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

Fee*	Required Documents	Required Drawings (2 paper copies plus digital copy in PDF format)	Drawing Checklist
\$350 (Single, or Single with ADU) \$450 (all others) \$100 (duplicate plans) Note: this fee includes inspections	Form B (must be signed)	Site Plan (1/16" or 1/8" scale) All dimensions must be noted.	North arrow; property lines; setbacks; easements; sidewalk & street location; dimensions; materials for walks & drives; building footprints; porches, stairs, eaves/overhangs (as dashed lines); fence locations & details; grading plan; location and screening of equipment and meters; limits of construction activity
		Landscape Plan (1/16" or 1/8" scale)	Site landscaping & boulevard landscaping
		Floor Plans (1/8" scale or larger) All dimensions must be noted.	Room uses labeled; windows & doors; overhangs; dimensions; gross square footage for residence & garage
		Elevations (1/4" scale or larger) All dimensions must be	porches; balconies; doors; windows; materials specified; overall height (from average grade); roof pitches; lights and light fixture details &

		noted.	specifications
		Color Rendering	Color rendering of the front elevation and color chips
		Material Samples	As requested by SDC
		Roof Plan (1/8" scale or larger)	Dimensions roof pitches

*Notes:

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

5.4 Form C: Changes & Modifications

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

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

Fee*	Required Documents	Required Drawings (2 paper copies plus digital copy in PDF format)	Drawing Checklist
\$100 minor modifications (fences, sheds landscaping, porches, patios, decks)	Form C	Any drawings (site plan, landscape plan, elevations; materials) related to proposed changes	Any details related to the proposed changes.
\$200 for major modifications (additions, garages)			
\$500 for "after the fact" modifications			

***Notes:**

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

5.5 Form D: Inspections

While an owner is not required to schedule an inspection with the SDC, the SDC reserves the right to inspect in the field for compliance during any stage of construction.

Fee*	Documents	Item
No fees for Inspections	Form D	Final Inspection

The SDC is empowered to enforce its policy as set forth in the Design Regulations, in law or equity, to ensure compliance. Inspections ensure that construction is in compliance with these covenants and the approved drawings. The inspections shall only determine general compliance with the covenants and approved plans. If the SDC finds the improvements were not completed in strict compliance with the covenants and approved plans, the SDC shall notify the owner of the noncompliance within five (5) days of the inspection request and shall require remedy of the same. The owner shall have five (5) days from the noncompliance notification to remedy the noncompliance or shall submit a work plan delineating the time frame when the noncompliance will be remedied. The SDC may allow up to forty-five (45) days for the noncompliance to be remedied if the submitted work plan provides adequate justification for the requested time. The owner may also propose to modify the approved plans with an "after-the-fact" Form C application in accordance with Section 5.4.

If the Form C is not approved, or the noncompliance is not remedied within five (5) days of notification and the owner does not provide a work plan within said time, or if the noncompliance is not remedied within the time frame provided in the work plan as approved by the SDC, the SDC may, at their option, remedy the noncompliance. The owner shall reimburse the SDC upon demand for all expenses incurred in connection therewith. The owner shall also pay the SDC for any time spent on an inspection that is above and beyond the average inspection. Payment shall be based on the standard hourly fees of the SDC. If the owner does not promptly repay such expenses, the SDC shall levy an assessment and

file a lien against such owner and the improvement in question and the land on which the same is situated for reimbursement and the same shall be enforced and/or foreclosed upon in the manner provided for by law.

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

5.6 Site Plan Review & Building Permits

Some larger scale projects (such as for the lots along South 19th Avenue designated for multiple units) will require Site Plan Review from the City of Bozeman and all construction projects require a building permit. Any plans submitted to the City of Bozeman for Preliminary Site Plan Review or Building Permits must include the Southbridge Design Committee stamp of approval.

Construction may not commence without the approval of the City of Bozeman, necessary permits obtained and fees collected. Approval by the SDC does not guarantee approval by the City of Bozeman.

5.7 Timing of Construction

Any structure to be erected in accordance with an approval so given must be erected and completed within one (1) year from the date of approval. If construction of a structure is not commenced within one year after approval, new approval must be obtained. Consideration will be given to remaining landscaping or painting based on seasonal constraints; however such improvements must be completed during the beginning of the next planting season.

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

5.8 Liability

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

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

Article 6: Community Design Patterns

The following sections (Site, Building, and Landscape) outline the desired residential neighborhood patterns for Southbridge.

6.1 Site

The following site design regulations are intended to provide a framework for the overall neighborhood. All uses, setbacks, lot coverage, accessory structures, parking, drive accesses, etc. are governed by the Bozeman Unified Development Code. Note that these Design Regulations may be more restrictive than the city Codes including but not limited to the site characteristics listed below.

(a) Setbacks, Parking & Monument/Light Locations

- Buildings shall be located on lots relative to the setbacks specified in the current Bozeman Unified Development Code, any easements indicated on the final plats that have been filed.
- Note that lots along South 19th Avenue shall have a 25-foot setback along South 19th Avenue.
- All corner lots shall front the street in the direction of interior lots on the same side of the block. Buildings on corner lots and/or double frontage

lots must meet an elevated architectural standard to address both street frontages. Design considerations must reflect overall comprehensive composition and include but are not limited to: wrapping front porches, covered rear or side porches, variation in wall planes as specified on Page 15, variation in materials, additional fenestration, secondary roof forms, enhanced landscaping, and integrated backyard screening.

- A portion of the front façade of a home shall be built on the front yard setback line ("build-to" line). Consideration will be given for 5-foot maximum variation from the build-to line, based on design merit. Houses located on lots with curved property lines at the street may substitute for that line, a straight line, located at the average depth of the curved line segment fronting the building.
- Street accessed garages must be located a minimum of 20 feet back from the front property line. Garage doors are encouraged to be setback further than the front porch to create a more pleasing streetscape. Street accessed garages are encouraged to be side-facing.
- Trash containers shall be located within a garage or adjacent to or within the parking area and shall be screened from public view with durable materials that complement the overall design scheme of the property.
- Every residential lot must install a front yard monument as specified by the SDC (including the light fixture and address plaque). See approved drawing for details.

(b) Accessory Structures

- The following uses are permitted either as attached to the main house or as an outbuilding: garage, workshop, artist studio, sauna, pool house equipment enclosure, gazebo, and conservatory.
- Home occupations in accessory structures must receive prior approval from both the SDC and the City of Bozeman.

(c) Accessory Dwelling Units

- Accessory Dwelling Units (ADUs) are permitted over detached garages on lots with adequate lot area, lot width, appropriate zoning, etc. ADUs must receive prior approval from SDC.

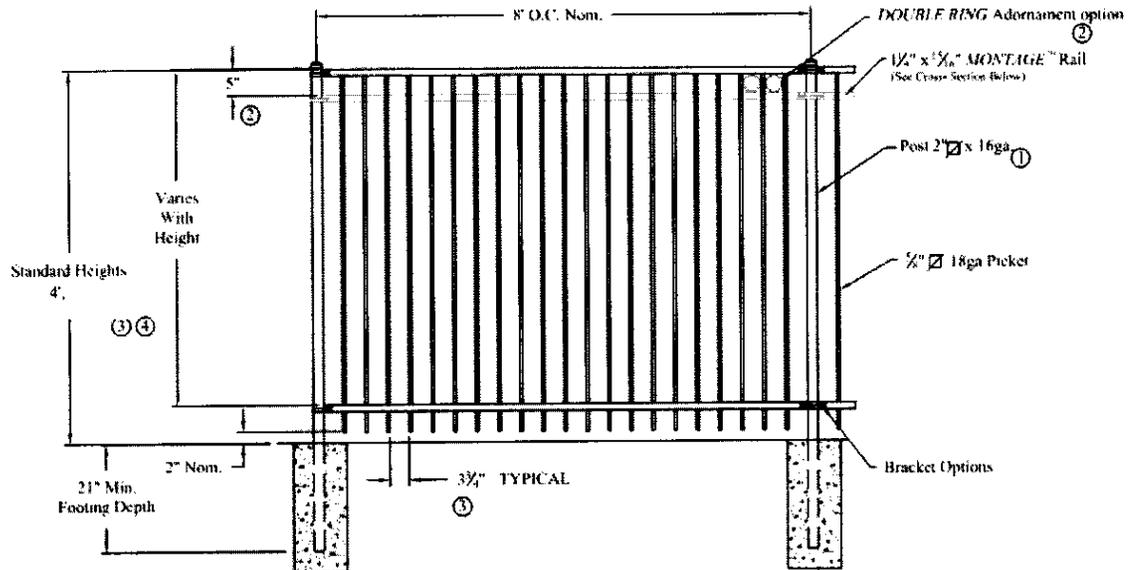
- In no case shall an ADU on a detached garage be taller or larger in footprint than the main structure.
- No more than one of the dwellings (principal dwelling or ADU) may be rented by non-owners at the same time.
- One additional off-street parking space is required for an ADU.
- Only one ADU may be created per lot.
- ADUs must conform to size restrictions for their respective zoning districts, as outlined in the Bozeman Unified Development Code.

(d)Fences

- All fence designs and locations must be approved by the SDC.
- Coordinated fences between neighbors and within neighborhoods are strongly encouraged.
- No fences are allowed in front yards unless approved by the SDC.
- No fences are allowed in required vehicle vision triangles.
- Height: maximum height for fences in corner side yards shall be 4 feet. Maximum fence height is 5 feet in rear and side yards.
- Materials: fences and gates must be made of metal or wood with a sealer, pigmented stain or paint applied in order to protect the wood from moisture and UV rays. If appropriate to the design, the fence must have a capboard. Other materials may be considered; however, chain-link fences are prohibited.
- Any fence or wall constructed so as to have only one elevation "finished," which shall be defined as not having its supporting members significantly visible, shall be erected such that the finished elevation of the fence is exposed to the adjacent property, alley or street.
- Fences shall not terminate within 3 feet of house or garage building corners unless integrated with wall design.
- All fence assemblies are required to be maintained for appearance and kept in working order.
- Dog kennels or runs must be attached to a primary or accessory structure, be screened from public streets and adjacent properties,

and receive SDC approval for materials and configuration. Chain-link is not permitted.

- Fences are optional for properties bordering common open space, parkland or South 19th Avenue. If fencing is installed in these locations, it shall not exceed 4 feet in height and shall be black metal (steel or aluminum) as specified below (Ameristar Montage Majestic), or approved equivalent.



NOTES:

- 1.) Post size depends on fence height and wind loads. See MONTAGE™ specifications for post sizing chart.
- 2.) Third rail required for Double Rings.
- 3.) Available in 3" air space and or Flush Bottom on most heights.

(e) Driveways/Parking

- Front driveways and corresponding sidewalks shall be of colored concrete, as specified by the SDC.
- Driveway and apron center lines must intersect perpendicular to the sidewalk and street and may not exceed 24 feet in width measured at the right of way line.
- For multiple household dwelling units, concrete curbing is required for all driveway and parking areas as per City of Bozeman UDC requirements.
- Driveway and parking areas shall be planned to provide for appropriately sized snow storage areas that do not interfere with, or stack snow on, landscape plantings.

- Parking shall be provided in accordance with the most recent version (whatever is adopted at the time of Form B submittal) of the Unified Development Code: "If parking stalls within the interior of an individual residential garage are counted toward a development's required parking needs, then they shall meet the standard parking stall width of nine feet and the standard parking stall length of 20 feet with a minimum of one foot clear on all exterior sides of the stall."

(f) Sidewalks

- Sidewalk installation timing is subject to the requirements identified in the Covenants.
- Sidewalks on single family homes are encouraged to cross the boulevard in line with the sidewalk leading to the front porch.

6.2 Building

The following building design regulations are intended to promote building diversity and neighborhood compatibility. All building heights, encroachments, etc. are governed by the Bozeman Unified Development Code. Note that these Design Regulations may be more restrictive than the city Codes including but not limited to the building requirements listed below.

(a) Minimum & Maximum Floor Areas

- The maximum size of a detached garage or outbuilding that encroaches into the rear yard setback shall be 600 square feet (footprint) or as regulated by the UDC.
- ADUs must conform to size restrictions for their respective zoning districts, as outlined in the Bozeman Unified Development Code.

(b) Foundations

- Foundation walls shall be exposed a maximum of 18-inches above the ground unless they are integral with an approved design scheme. Concrete foundations exposed more than 18-inches above grade must have an approved architectural finish (texture, pattern and/or color).
- Floor elevations shall be constructed a minimum of two (2) feet or more above the base flood elevation.
- Due to potentially high groundwater, basements are not recommended.

(c) Walls & Facades

- All facades of the main building and accessory structures shall be made of similar materials and be similarly detailed.
- Varied building massing is encouraged. No residential exterior wall plane (excluding an exterior wall plane for a garage) shall exceed 35 feet in length without incorporating an offset or recess in a significant proportion to the overall plane.
- Primary materials on a façade may change only at a horizontal band or an inside corner.

- Building walls shall be clad in smooth cut wood shingles, wood clapboard, wood drop siding, wood board and batten, fiber cement siding, brick, or stone. Siding shall be painted or stained, pre-finished siding will be considered based on design merit. Alternative materials such as architectural metal cladding, stucco or synthetic stucco with a smooth or roughcast (pebbled) finish, will be considered based on design merit. Composite wood (Canoxel, Color-Lok, T1-11), vinyl or aluminum siding is not allowed.
- Lap siding shall be run horizontally. Maximum lap siding is 8-inch. Combinations of lap exposure will be considered on a case-by-case basis.
- The color palette of the body of the house shall be as approved by the SDC based on color scheme merit. All trim, frames, doors, and windows shall be in a compatible or accent color. Color schemes must be varied from the two adjacent properties, in each direction and from the properties across the street. Attached dwelling units are exempted from each other.
- Exterior wood shall be painted or stained with solid pigment or semi-transparent stain (wood front doors excluded).
- Stonework shall be natural or approved synthetic stone materials. Dry stack, un-coursed settings with minimal exposed mortar are preferred. Stonework shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance. It shall continue around corners to an inside corner.
- Brick surfaces shall be set predominantly in a horizontal running bond pattern.

(d) Porches

- Front porches are required on residential structures. Minimum inside depth shall be 6 feet and minimum width shall be at least 30 percent of the fronting elevation width on single family and 25 percent of each unit on multiple unit structures.
- The first floor elevations shall be a minimum of 2 feet and a maximum of 5 feet above the average fronting street elevations measured on the property line. Variances may be granted on a case-by-case basis. The intent is to create a defining edge and a street friendly appearance, with a raised porch to enhance privacy.

- Main entry doors are required to be composed with the porch design.
- Porch supports shall be built of stone, masonry, concrete, or wood. Column base piers shall be no less than 16 x 16-inch square and wood columns shall be no less than 8-inches square. Column groupings must have an outer minimum dimension of 10-inches. Tapered columns may not be smaller than 7 x 7-inches at the top. Columns shall match or be similar in design on all elevations of a structure.
- Porch railings may be opened or closed. If closed, they must be constructed of the same material as the adjacent wall planes.
- Front stoops shall be made of brick, concrete or stone and must be detailed and integrated into the porch/railing design. Trex or similar composite decking products will be considered. Wood decking is permitted on rear and side porches only. Required stair railings must be compatible with the overall stair and porch design.
- The space below porches shall be closed, detailed, and integrated into the design, interrupted as necessary for drainage.
- Exterior stairs visible from nearby streets or public spaces are required to show stepped horizontal walls, except that diagonal handrails may be attached thereto. No exposed stair or deck framing is allowed. Exceptions will be considered on design merit.
- Front porches are intended to allow for interaction with the street, therefore, front porch screens and glazing are not recommended.

(e) Decks & Patios

- Decks and patios must face only rear and side yards. Covered porches may wrap side yard facades when composed and integrated with overall design.
- Low level decks shall be skirted to grade. Decks which are not practical to skirt shall be designed to assure that the underside of the deck is integrated with the design of the building. Exposed anodized aluminum joist hangers will be allowed, so long as they are not visible from adjoining streets and properties. Open space below first floor elevated decks or porches shall be screened. If lattice is used, wood lattice is required with a maximum of 1-1/2-

inches space between strips. Said lattice shall be applied in a non-diagonal design, between and not concealing deck supports. Upper level decks must be integral to the design and over first floor space.

- Decks, balconies, and terraces shall be designed to enhance the overall architecture of the building by creating variety, layering, and detail on exterior elevations. Covered decks, projecting balconies, and bay windows shall be integrated and composed with the overall building form, rather than placed randomly throughout the building. Terraces shall be used to integrate the building and landscape by creating a transition between the built and natural character of the site.

(f) Windows

- Window and door patterns and reveals should be carefully studied to create interest, variety and consistency. Unless otherwise approved for design merit, windows and doors shall not exceed 50 percent of the wall area, and not less than 15 percent, measured on each elevation. Elevation calculations shall include exterior window trim.
- The design and location of exterior windows should respond to the solar orientation of the building. Energy considerations should be addressed in the building design.
- Windows shall be placed such that:
 1. Single window units shall generally be no closer to another window than the width of the window. Exceptions will be made for comprehensively designed multiple attached window units.
 2. A window unit is generally no closer to a corner than $\frac{1}{2}$ the width of the window unit.
 3. For multiple attached window units, the space between groups shall generally be no less than a single window unit width.
- Windows shall be made of painted or stained wood or clad in metal, fiberglass or vinyl.
- Windows must match in material, design and be overall proportional to one another on all elevations.
- Window muntins shall be or appear to be true divided lights. (If snap-ins are used, only exterior models are acceptable).

- Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4-inches nominal width.
- False shutters are not permitted.
- Mirrored glass or glass block shall not be used.
- Bay window projections shall be proportionate to the overall composition and are encouraged to extend to the ground. Cantilevered bays must be visually carried by structural brackets or a water table trim band. Only cantilevered bays without useable floor area may encroach into a setback.

(g) Doors

- Typical sliding glass doors may only be used in walls facing the side or rear yards.
- Garage doors are encouraged to include windows and be built of wood, steel, or fiberglass with a wood veneer.
- Garage doors shall compliment the design and color scheme of the building.
- All garage doors are encouraged to be separated for each vehicle. If doors are not separated, garage doors must be detailed to appear separated.

(h) Roofs

- Roof materials above occupied areas of buildings, or in areas exposed to the sun, mechanical vents, and heat from adjacent chimneys shall be carefully selected to address the freezing and thawing cycle common to most roof designs. Cold roof systems with adequate ventilation and insulation are recommended.
- Materials shall be selected for their quality, durability, appearance and maintenance characteristics. Pitched roofs shall be clad with asphalt shingles, Class A or B treated wood shakes or cedar shingles, natural or artificial slate. Steel and other metal roofing products will be considered based on overall composition, unique detailing and design merit. All roof flashing vents, hoods, and roof accessories shall be copper or a pre-finished metal that blends with the color of the roofing material selected.

- The principal roof shall be a symmetrical hip or gable form with a pitch between 5:12 and 10:12. Steeper or flat roof designs will be considered based on design merit as determined by the SDC.
- Flat roofs comprising less than 30 percent of the total roof area are permitted. Flat roofs used as balconies on street facades shall be enclosed with solid railings and integrated with the design, unless otherwise approved based on design merit.
- Caution should be taken in design to minimize shedding of snow and ice toward driveways, sidewalks, porches, decks, balconies, or any other areas which may be damaged or cause injury.
- Ridge plane and fascia continuous length dimensions shall not exceed 30 feet for detached garages, 40 feet for single household structures (excluding attached garages with integrated porches) and 60 feet for multiple unit structures without a 4-foot minimum dimensional break or substantial intersecting roof line.
- Pitched roofs shall be clad with treated wood shakes or shingles, natural or synthetic slate, asphalt random tab shingles, pre-finished metal roofing, other similar materials and complimenting color approved by the SDC.
- The term "integrated roof planes" shall mean roof surfaces (planes) that intersect exterior walls at mid-stories. Integrated roof planes contribute to the composition of an overall roof and building design by helping to break down the scale, height, and massing of a multi-story structure.

(I) Skylights

- Skylights shall be flat in profile (no bubbles or domes).
- Skylights shall not be visible to the fronting street.
- 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 valleys, ridges, and all other areas where drifting snow may hinder the performance and safety of the unit. Skylights should be of high quality, insulated, double pane construction.

(j) Solar/Photovoltaic Panels

- Solar panels shall be applied parallel and flat to a roof.

(k) Dormers

- Dormer width shall be proportionate to the overall composition.
- Shed dormers shall have a pitch of at least 5:12. Hip dormers shall have the same pitch as the main roof volume.

(l) Eaves / Soffits / Gutters

- Eaves may be encroached by a bay window or windows for no more than half of the running length of each façade, cumulatively.
- Overhanging roof eave and gable end depth shall be no less than 18-inches. Roof overhang depth on accessory structures must match the main building structure.
- Eave fascia detail must have a minimum total face dimension of 6-inches unless otherwise approved for design merit and composition. Two-piece fascias are required where detailed. Exposed rafter tails are strongly encouraged if appropriate for the architectural style.
- Soffits must be constructed of wood or metal. Vinyl soffits are not permitted on single household residences. Vinyl soffits may be considered on multiple household residences based on detailing. Boxed soffits are prohibited except when integrated into a specific architectural style.
- Gutters shall be built of painted metal of a color and finish that blends with the finish color scheme. Gutters shall be half-round or rectangular and downspouts shall be circular or rectangular.

(m) Chimneys / Roof Vents / Equipment

- All roof-mounted equipment shall be integrated into overall design and screened. Vents projecting from the roof shall be painted to match overall roof material color. Roof top equipment and vents other than chimneys and plumbing vent stacks shall not face a public street.
- Chimneys shall be clad in stone, brick, stucco or some other compatible/complementary material.
- Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend above the chimney top per building

code requirements. All chimney forms shall relate to the overall building.

- It is strongly encouraged that chimneys emerge from the highest roof volume.
- Exterior antenna, satellite receivers (dish) or aerial shall not be located on a street facing elevation and be screened or landscaped as approved by the SDC.
- Chimneys shall be at least 30 x 30-inches.

(n) Lighting

- Every residential lot must install a front yard monument as specified by the SDC (including the light fixture and address plaque). See approved drawing for details.
- Exterior Lighting: All exterior residential lighting must be dark-sky compliant.
- All exterior lighting must be free of glare and shall be fully shielded so that no light rays are emitted by the installed fixture at angles above the horizontal plane. No lighting shall shine beyond a property's lot line. Indirect light, meaning direct light that has been reflected or has scattered off to other surfaces, may be considered.
- Recessed or can lighting is encouraged for porches and main entrances for softer lighting conditions.
- The following lighting is prohibited: obtrusive flood lighting, mercury vapor or high-pressure sodium lights and clear glass or exposed bulb (non-cutoff) fixtures.
- Street Lighting: The Southbridge Subdivision will light street and significant pedestrian intersections. Special Improvement Lighting Districts will be formed to fund and maintain street lighting.

(o) Signage

- No signs, placards, or notices shall be erected, placed, maintained or permitted to remain on any part of any land in Southbridge, except such signs as have been approved by the SDC for identification of residences, streets, parks or areas, places of business, or other commercial uses. Signs must also be constructed to comply with the Bozeman Sign Code.

- Typical "For Sale" signs shall be allowed during the sale of a lot.
- Typical construction signs shall be allowed during the construction of a building.
- Signage integrated with landscaping may be placed at the main entrances to the subdivision to identify the subdivision and/or neighborhood.

6.3 Landscape

The proper use of plant materials adds to a sense of permanence and consistency for a neighborhood while also connecting the built and natural environments. Each site owner will be required to meet minimum landscape specifications related to two general categories: boulevard plantings and yard plantings. Properties are also subject to City of Bozeman Unified Development Code landscape requirements as a minimum.

(a) General Requirements

- All required and approved landscaping must be completed within two (2) months of occupancy when planting season allows, and no later than six (6) months after occupancy if winter prohibits completion.
- Commencing with the transfer of any land in Southbridge from Declarant, the Owner shall cause all the land to be maintained in a neat appearance at all times. Grass shall be cut and trees, bushes and hedges shall be trimmed at such intervals as are necessary to maintain the attractiveness of Southbridge.

(b) Street Trees & Boulevard Plantings

- Individual lot owners shall be responsible for the landscaping the boulevard area directly adjacent to their property at the time of occupancy and for the maintenance of the boulevard area thereafter.
- Irrigated turf grass and minimum 2-inch caliper trees shall be planted at a density of one tree per 50 feet (rounded to the nearest whole number) in the boulevard area exclusive of areas used for street pavement, curbs, gutters, sidewalks or driveways.

- Maximum height of landscaping in required vehicle vision triangles is 30-inches.
- The planting hole shall be at least twice the diameter of the root ball, the root flare of the newly planted tree must be visible and above ground and there shall be a mulch ring 3-4 feet in diameter around each newly planted boulevard tree.
- All boulevard plantings must follow City of Bozeman requirements for street tree permits, species selection, and spacing. Owners are required to obtain City of Bozeman boulevard tree planting permit prior to planting.
- It is the responsibility of the Owner to contact the appropriate utility companies before digging.

(c) Yard Plantings

- A total of 4 trees (minimum 2-inch caliper) are required per property including: 1 front yard tree, 2 side yard trees and one rear yard tree. Note that this requirement is in addition to the required boulevard trees described in Section (b).
- A total of 3 appropriately sized planting beds are required per property including: 2 for the front yard and 1 for the rear yard. All planting beds must be composed with the site (including suitably sized beds and plant quantities) and the building elevations and shall have a top layer of mulch or earth tone stone (non-white). Shrub planting sizes must be a minimum size of 5 gallon.
- Front yards and corner side yards are required to have turf (sod) installed where lawns are planned. Seeding is not acceptable for front yards or corner side yards. Seeding is acceptable for rear and side yards only.
- Property owners determine their own gardens, perennials, native grasses and/or ground covers in the rear yard.
- "Xeriscaping" or water-conserving, drought-tolerant landscaping will be considered by the SDC on a case-by-case basis. A proposal for a xeriscape landscape plan must be prepared by a landscape professional and must meet local land use requirements for 75 percent "live vegetation."

- Maximum height of landscaping in required vehicle vision triangles is 30-inches.
- It is the responsibility of the Owner to contact the appropriate utility companies before digging.

(d)Vegetation Maintenance & Removal

- Maintenance (including irrigation and replacement) of required vegetation is the responsibility of the property owner.
- No mature landscaping may be removed without prior permission from the SDC.

6.4 Variations from Community Patterns

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

Variations must be requested in writing and approved by the SDC and/or the Bozeman City Commission, if applicable, depending on whether the variation/variance is from the Covenants or from the current City Unified Development Code or both. The Committee may only grant a variation from the Design Regulations provided that compliance with the spirit of the regulations is maintained.

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

Article 7: Amendments

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

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

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

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

Article 8: Definitions

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

Exhibit A: Legal Description Southbridge Subdivision Phase 1

LEGAL DESCRIPTIONS:

A tract of land being a portion of Lot 4 of Minor Subdivision No. 235, situated in portions of the SE1/4 of Section 23,

T. 2. S., R. 5 E., P.M.M., City of Bozeman, Gallatin County, Montana, more particularly described as follows:

Beginning at a point which is the northwest corner of Lot 4 of Minor Subdivision No. 235; thence from said point of beginning S 88°53'05" E, 1235.95 feet along the north line of said Lot 4 to the westerly right-of-way limit of South 19th Avenue; thence S 00°35'07" W, 273.56 feet along said right-of-way limit to the southerly right-of-way limit of Southbridge Drive;

thence N 89°24'53" W, 197.13 feet along said right-of-way limit; thence S 81°38'01" W, 116.63 feet along said right-of-way limit of Southbridge Drive to the easterly right-of-way limit of South 20th Avenue; thence S 08°32'25" E, 96.68 feet along said easterly right-of-way limit of South 20th Avenue; thence S 81°27'35" W, 60.00 feet; thence N 88°54'37" W, 564.55 feet to a point of curve; thence clockwise along a 920.00 foot radius curve, through an internal angle of 0°33'49", an arc distance of 9.05 feet, having a chord bearing of S 14°41'33" E, 9.05 feet;

thence S 75°35'22" W, 190.07 feet to a point of curve; thence counterclockwise along a 730.00 foot radius curve, through an internal angle of 3°28'53", an arc distance of 44.36 feet, having a chord bearing of N 16°03'55" W, 44.35 feet; thence N 17°48'22" W, 118.29 feet to a point of curve; thence clockwise along a 460.00 foot radius curve, through an internal angle of 17°48'22", an arc distance of 142.96 feet, having a chord bearing of N 08°54'11" W, 142.38 feet;

thence N 00°00'00" E, 125.33 feet; thence N 88°53'05" W, 59.45 feet; thence N 01°01'24" E, 40.00 feet to the Point of Beginning, containing 10.0397 acres, more or less, subject to any easements and or rights of way of record or apparent on the ground.

A tract of land being a portion of Lot 4 of Minor Subdivision No. 235, situated in portions of the SE1/4 of Section 23, T. 2. S., R. 5 E., P.M.M., City of Bozeman, Gallatin County, Montana, more particularly described as follows:

Commencing at a point which is the southeast corner of Lot 4 of Minor Subdivision No. 235;

thence N 88°55'08" W, 9.52 feet along the south line of said Lot 4 to the Point of Beginning;

thence from said Point of Beginning, N 88°55'08" W, 125.63 feet along the south line of said

Lot 4; thence N 04°53'42" W, 107.46 feet; thence N 10°27'54" W, 73.00 feet;

thence S 89°08'38" E, 148.71 feet; thence S 00°12'31" W, 179.00 feet to the Point of Beginning, containing 24,134 square feet, more or less.

Exhibit C: Forms



SOUTHBRIDGE

Form A: Sketch Design Review

Property Information:

Street Address: _____

Lot _____ Block _____ Phase _____

Owner Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Architect/Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Builder Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Landscape Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

(Page 1 of 3)

Information:

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

Yes

No

If yes, please describe the variance:

2. Items submitted (please check):

Review Fee

Site Plan

Floor Plans

Roof Plan

Elevations

Landscape Plan

Digital Copy of Submittal (PDF)

Acknowledgement Statement:

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

Violations of the Declaration of Protective Covenants and Restrictions and/or addenda will be remedied by Southbridge Homeowner's Association whereupon the Lot/Home Owner will be responsible for the cost of the remedy.

I (We) _____ am/are the owner(s) of record of Lot ____, Block ____, Phase _____ of Southbridge Subdivision. I/We have read these requirements and understand their implications. Furthermore, I (we) have been given sufficient opportunity to discuss any questions we may have regarding these requirements with a member of the Southbridge Design Committee. My (Our) signature(s) below is/are evidence of my/our intent to comply with these requirements.

Owner Signature: _____ **Date:** _____

Printed Name: _____

Applicant Signature: _____ **Date:** _____

Printed Name: _____



SOUTHBRIDGE

FORM B: CONSTRUCTION DESIGN REVIEW APPLICATION

Property Information:

Street Address: _____

Lot _____ Block _____ Phase _____

Owner Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Architect/Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Builder Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Landscape Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

(Page 1 of 2)

Information:

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

Yes

No

If yes, please describe the variance:

2. Items submitted (please check):

Review Fee

Site/Grading Plan

Floor Plans

Roof Plan

Elevations & Sections

Samples & Cut Sheets

Rendered Elevation

Landscape Plan

Digital Copy of Submittal (PDF)

Signature: _____ **Date:** _____

Printed Name: _____

(Page 2 of 2)



SOUTHBRIDGE

FORM C1/C2: APPLICATION FOR CHANGE(S)

Property Information:

Street Address: _____

Lot _____ Block _____ Phase _____

Owner Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Architect/Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Builder Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Landscape Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

(Page 1 of 2)

Information:

1. Type of Modification

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

2. Change Description and reason for change:

(Attach specific drawings of proposed change.)

3. Items submitted (please check):

- Review Fee
- Plans/Elevation
- Details/ Samples
- Digital Copy of Submittal (PDF)

Signature: _____ **Date:** _____

Printed Name: _____



SOUTHBRIDGE

FORM D: INSPECTION FORM

Property Information:

Street Address: _____

Lot _____ Block _____ Phase _____

Owner Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Architect Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Builder Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Landscape Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

(Page 1 of 2)

For SDC use only:

Date of inspection: _____

- Approved
- Denied
- Notes:

SDC Signature: _____

If denied, subsequent inspection date(s): _____

- Approved
- Denied
- Notes:

SDC Signature: _____

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 27 day of SEPTEMBER, 2012.

DECLARANT:



Holyoke IV, Inc. V.P.
Title: _____

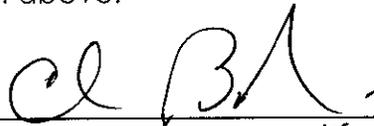
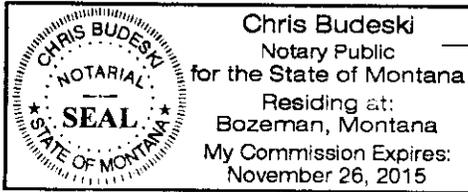
STATE OF Montana)

:SS

County of Gallatin)

On this 27 day of SEPTEMBER, 2012, before me, a Notary Public of the State of Montana, personally appeared Andrew Duquet-Hollock known to me to be the person described in and who executed the foregoing instrument as Vice President of Holyoke IV, Inc. whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of Holyoke IV, Inc..

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



Printed Name: CHRIS BUDESKI
NOTARY PUBLIC for the State of: MONTANA
Residing at: Bozeman Gallatin mt
Commission expires Nov. 26 2015 (use 4 digits)

2485871

Page: 1 of 42 07/14/2014 04:16:57 PM Fee: \$304.00
Charlotte Mills - Gallatin County, MT MISC



SOUTHBRIDGE

Design Regulations

Prepared By:
Intrinsic Architecture, Inc.

Prepared For:
Holyoke IV, Inc.

Date: Amended May 29, 2014



SOUTHBRIDGE

Design Regulations

Table of Contents

Name	Page
Article 1: Purpose	1
Article 2: Properties & Projects Subject to Design Regulations	2
Article 3: Relationship to other Documents	2
3.1 Local Land Use Regulations	2
3.2 Covenants	2
3.3 Bylaws	3
Article 4: Southbridge Design Committee (SDC)	3
4.1 Function	3
4.2 Membership	3
4.3 Scope of Responsibilities	3
4.4 Enforcing Powers	3
4.5 Limitation of Responsibilities	4
Article 5: Design Review Process	4
5.1 Informal Advice	5
5.2 Form A: Sketch Design Review	5
5.3 Form B: Construction Design Review	6
5.4 Form C: Changes & Modifications	8
5.5 Form D: Inspections	9
5.6 Building Permits & Site Plan Review	10
5.7 Timing of Construction	10
5.8 Liability	11
Article 6: Community Design Patterns	11
6.1 Site	11
(a) Setbacks, Parking & Monument Locations	11
(b) Accessory Structures	12
(c) Accessory Dwelling Units	12
(d) Fences	13
(e) Driveways/Parking	14
(f) Sidewalks	15

6.2 Building	16
(a) Minimum & Maximum Floor Areas	16
(b) Foundations	16
(c) Walls & Facades	15
(d) Porches	17
(e) Decks & Patios	18
(f) Windows	19
(g) Doors	20
(h) Roofs	20
(i) Skylights	21
(j) Solar/Photovoltaic Panels	22
(k) Dormers	22
(l) Eaves / Soffits / Gutters	22
(m) Chimneys/Roof Vents/Equipment	22
(n) Lighting	23
(o) Signage	23
6.3 Landscape	24
(a) General Requirements	24
(b) Street Trees & Boulevard Plantings	24
(c) Yard Plantings	25
(d) Vegetation Maintenance & Removal	25
6.4 Variations from Community Patterns	26
Article 7: Amendments	27
Article 8: Definitions	27
Exhibit A: Legal Description of Subdivision	28
Exhibit C: Forms (A, B, C, D)	29

Article 1: Purpose

These Design Regulations are intended to allow for a broad range of designs to create a diverse and quality neighborhood. Rather than dictate specific design styles, these regulations are provided to assist architects and owners in designing buildings that are compatible and have clear order and comprehensive composition. The rules and restrictions contained within this document are intended for the protection and enjoyment of all residents and visitors in Southbridge.

Diversity of architectural design is encouraged. The fact that a particular style of building already exists in Southbridge does not guarantee that it will necessarily be approved for construction again. Exceptions to these Design Regulations may be granted only on the basis of design merit as determined by the Southbridge Design Committee (SDC) and as outlined in Section 6.4. The SDC is not authorized to grant any exceptions to City of Bozeman requirements. It is the responsibility of the property owner to ensure that all proposed construction shall comply with all laws, rules, and regulations including, but not limited to the Bozeman Unified Development Code (UDC) and the International Building Code as well as other applicable plumbing, electric, or building codes. The Southbridge Covenants (on file at the Clerk & Recorder's Office) and the Southbridge Bylaws also apply to all properties within Southbridge.

Article 2: Properties and Projects Subject to Design Regulations

These Design Regulations shall apply to all properties as described in Exhibit A, and all development placed or erected thereon, unless otherwise specifically accepted herein. Design Regulations shall inure to and pass with each and every parcel, tract, lot or division.

As of June 2014, Phases 1A and 2 are exempt from these Design Regulations as long as the designs are generally compatible with the overall style and quality exhibited by designs that have already been approved and constructed including but not limited to the following models – The Sutton, The Gramercy, The Tribeca, The Hudson, The Mulberry and the Delancy.

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

No residence(s), fence, wall, parking space, garage, shed, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties subject to these covenants until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location have been submitted and approved, in writing, by the SDC, as well as appropriate City of Bozeman review, permitting and fee payment. All plans submitted to the City of Bozeman Planning Department or Building Division must have the Southbridge Design Committee Form B stamp of approval (city agencies are not responsible for enforcement). It is the responsibility of the property owner to ensure that he/she has the most recent copy of the Design Regulations. An application shall be processed consistent with the Design Regulations that are in effect thirty (30) days prior to SDC receipt of a complete Form A submittal.

Article 3: Relationship to other Documents

3.1 Local Land Use Regulations

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

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

3.2 Covenants

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

3.3 Bylaws

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

Article 4: Southbridge Design Committee

An association is hereby established known as the "Southbridge Design Committee" (SDC).

4.1 Function

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

4.2 Membership

The SDC shall consist of the Declarant (or Declarant's representative), the Design Liaison from the Board of Directors and an architect or urban designer. The SDC may also engage other professional services or other advisors in the review process at the SDC's sole discretion.

4.3 Scope of Responsibilities

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

4.4 Enforcing Powers

Should a violation occur, the SDC has the right to an injunctive relief, which requires the owner to stop, remove, and/or alter any improvements in a manner that complies with the standards established by the SDC.

Approval by the SDC does not relieve an owner of his/her obligation to obtain any government approvals. If such approvals are required and are not obtained by the owner, the SDC and/or the applicable government agency may take whatever actions are necessary against the owner to force compliance.

4.5 Limitation of Responsibilities

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

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

Article 5: Design Review Process

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

Southbridge Design Committee (SDC)
c/o Intrinsic Architecture, Inc.
111 North Tracy Avenue
Bozeman, Montana 59715
studio@intrinsicarchitecture.com

Submittals must be labeled with "Southbridge Design Committee" and specific project title and address. Form A, Form B, Form C and Form D are available at the end of this document. Emailed plans must be in PDF format.

Upon SDC review, the owner will be notified within ten (10) business days of a complete submittal that the design has been approved, approved with stipulations or disapproved. Incomplete applications may be returned and are subject to a re-submittal fee.

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

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

If an application has been denied, or the approval is subject to conditions that the owner feels are unacceptable, the owner may request a hearing before the SDC to justify his/her position within five (5) days. The SDC will consider the arguments and facts presented by the owner and notify the owner of its decision within five (5) days.

Request for withdrawal of an application may be made without prejudice, provided the request for withdrawal is made in writing to the SDC.

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

5.1 Informal Advice

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

Fee*	Required Documents	Required Drawings (2 copies)	Schematic Drawing Checklist
TBD	None	Conceptual plans appropriate for informal discussion	n/a

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

5.2 Form A: Sketch Design Review

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

with and agree to abide by the covenants, Design Regulations, and approved plans.

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

Fee*	Required Documents	Required Drawings (2 paper copies plus digital copy in PDF format)	Schematic Drawing Checklist
\$200 (Single, or Single with ADU) \$300 (all others)	Form A (must be signed)	Site Plan (1/16" or 1/8" scale)	North arrow; property lines; setbacks; easements; sidewalks; building footprints; porches, stairs, eaves (as dashed lines), etc.
		Landscape Plan (1/16" or 1/8" scale)	Schematic site landscaping
		Floor Plans (1/8" scale or larger)	Room uses labeled; windows & doors; overhangs; dimensions; gross square footage for residence & garage (outside wall)
		Elevations (1/8" scale or larger)	Porches; balconies; doors; windows; materials; overall height (from average grade); roof pitches
		Roof Plan (1/8" scale or larger)	Dimensions roof pitches

***Notes:**

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

2) Incomplete applications may be returned and are subject to a \$100 penalty.

5.3 Form B: Construction Design Review

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

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

Fee*	Required Documents	Required Drawings (2 paper copies plus digital copy in PDF format)	Drawing Checklist
\$350 (Single, or Single with ADU) \$450 (all others) \$100 (duplicate plans) Note: this fee includes inspections	Form B (must be signed)	Site Plan (1/16" or 1/8" scale) All dimensions must be noted.	North arrow; property lines; setbacks; easements; sidewalk & street location; dimensions; materials for walks & drives; building footprints; porches, stairs, eaves/overhangs (as dashed lines); fence locations & details; grading plan; location and screening of equipment and meters; limits of construction activity
		Landscape Plan (1/16" or 1/8" scale)	Site landscaping & boulevard landscaping
		Floor Plans (1/8" scale or larger) All dimensions	Room uses labeled; windows & doors; overhangs; dimensions; gross square footage for

		must be noted.	residence & garage
		Elevations (1/4" scale or larger) All dimensions must be noted.	porches; balconies; doors; windows; materials specified; overall height (from average grade); roof pitches; lights and light fixture details & specifications
		Color Rendering	Color rendering of the front elevation and color chips
		Material Samples	As requested by SDC
		Roof Plan (1/8" scale or larger)	Dimensions roof pitches

***Notes:**

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

5.4 Form C: Changes & Modifications

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

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

Fee*	Required Documents	Required Drawings (2 paper copies plus digital copy in PDF format)	Drawing Checklist
\$100 minor modifications (fences, sheds landscaping, porches, patios, decks)	Form C	Any drawings (site plan, landscape plan, elevations; materials) related to proposed changes	Any details related to the proposed changes.
\$200 for major			

modifications (additions, garages)			
\$500 for "after the fact" modifications			

***Notes:**

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

5.5 Form D: Inspections

While an owner is not required to schedule an inspection with the SDC, the SDC reserves the right to inspect in the field for compliance during any stage of construction.

Fee*	Documents	Item
No fees for Inspections	Form D	Final Inspection

The SDC is empowered to enforce its policy as set forth in the Design Regulations, in law or equity, to ensure compliance. Inspections ensure that construction is in compliance with these covenants and the approved drawings. The inspections shall only determine general compliance with the covenants and approved plans. If the SDC finds the improvements were not completed in strict compliance with the covenants and approved plans, the SDC shall notify the owner of the noncompliance within five (5) days of the inspection request and shall require remedy of the same. The owner shall have five (5) days from the noncompliance notification to remedy the noncompliance or shall submit a work plan delineating the time frame when the noncompliance will be remedied. The SDC may allow up to forty-five (45) days for the noncompliance to be remedied if the submitted work plan provides adequate justification for the requested time. The owner may also propose to modify the approved plans with an "after-the-fact" Form C application in accordance with Section 5.4.

If the Form C is not approved, or the noncompliance is not remedied within five (5) days of notification and the owner does not provide a work

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

5.6 Site Plan Review & Building Permits

Some larger scale projects (such as for the lots along South 19th Avenue designated for multiple units) will require Site Plan Review from the City of Bozeman and all construction projects require a building permit. Any plans submitted to the City of Bozeman for Preliminary Site Plan Review or Building Permits must include the Southbridge Design Committee stamp of approval.

Construction may not commence without the approval of the City of Bozeman, necessary permits obtained and fees collected. Approval by the SDC does not guarantee approval by the City of Bozeman.

5.7 Timing of Construction

Any structure to be erected in accordance with an approval so given must be erected and completed within one (1) year from the date of approval. If construction of a structure is not commenced within one year after approval, new approval must be obtained. Consideration will be given to remaining landscaping or painting based on seasonal constraints; however such improvements must be completed during the beginning of the next planting season.

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

Association may take such action as is available by law, including an injunction, or action for damages.

5.8 Liability

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

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

Article 6: Community Design Patterns

The following sections (Site, Building, and Landscape) outline the desired residential neighborhood patterns for Southbridge.

6.1 Site

The following site design regulations are intended to provide a framework for the overall neighborhood. All uses, setbacks, lot coverage, accessory structures, parking, drive accesses, etc. are governed by the Bozeman Unified Development Code. Note that these Design Regulations may be more restrictive than the city Codes including but not limited to the site characteristics listed below.

(a) Setbacks, Parking & Monument/Light Locations

- Buildings shall be located on lots relative to the setbacks specified in the current Bozeman Unified Development Code, any easements indicated on the final plats that have been filed.
- Note that lots along South 19th Avenue shall have a 25-foot setback along South 19th Avenue.

- All corner lots shall front the street in the direction of interior lots on the same side of the block. Buildings on corner lots and/or double frontage lots must meet an elevated architectural standard to address both street frontages. Design considerations must reflect overall comprehensive composition and include but are not limited to: wrapping front porches, covered rear or side porches, variation in wall planes as specified on Page 15, variation in materials, additional fenestration, secondary roof forms, enhanced landscaping, and integrated backyard screening.
- A portion of the front façade of a home shall be built on the front yard setback line ("build-to" line). Consideration will be given for 5-foot maximum variation from the build-to line, based on design merit. Houses located on lots with curved property lines at the street may substitute for that line, a straight line, located at the average depth of the curved line segment fronting the building.
- Street accessed garages must be located a minimum of 20 feet back from the front property line. Garage doors are encouraged to be setback further than the front porch to create a more pleasing streetscape. Street accessed garages are encouraged to be side-facing.
- Trash containers shall be located within a garage or adjacent to or within the parking area and shall be screened from public view with durable materials that complement the overall design scheme of the property.
- Every residential lot must install a front yard monument as specified by the SDC (including the light fixture and address plaque). See approved drawing for details.

(b) Accessory Structures

- The following uses are permitted either as attached to the main house or as an outbuilding: garage, workshop, artist studio, sauna, pool house equipment enclosure, gazebo, and conservatory.
- Home occupations in accessory structures must receive prior approval from both the SDC and the City of Bozeman.

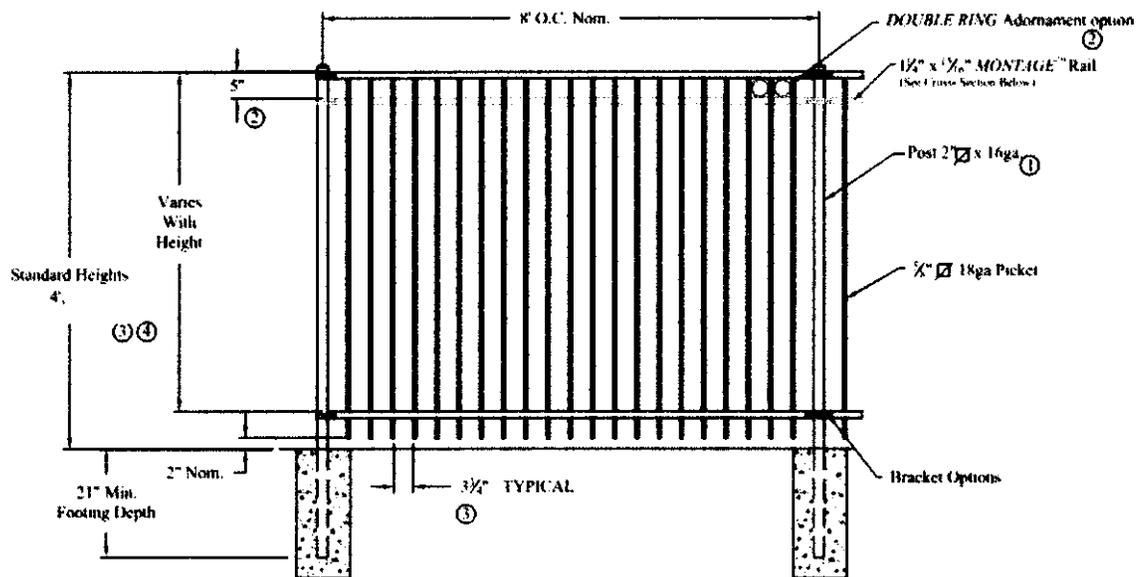
(c) Accessory Dwelling Units

- Accessory Dwelling Units (ADUs) are permitted over detached garages on lots with adequate lot area, lot width, appropriate zoning, etc. ADUs must receive prior approval from SDC.
- In no case shall an ADU on a detached garage be taller or larger in footprint than the main structure.
- No more than one of the dwellings (principal dwelling or ADU) may be rented by non-owners at the same time.
- One additional off-street parking space is required for an ADU.
- Only one ADU may be created per lot.
- ADUs must conform to size restrictions for their respective zoning districts, as outlined in the Bozeman Unified Development Code.

(d)Fences

- All fence designs and locations must be approved by the SDC.
- Coordinated fences between neighbors and within neighborhoods are strongly encouraged.
- No fences are allowed in front yards unless approved by the SDC.
- No fences are allowed in required vehicle vision triangles.
- Height: maximum height for fences in corner side yards shall be 4 feet. Maximum fence height is 5 feet in rear and side yards.
- Materials: only metal fences (see specification on the following page) are permitted in Phases 1A and 2 as well as for lots in future phases that abut Phases 1A and 2. In other phases, fences and gates must be made of metal or wood with a sealer, pigmented stain or paint applied in order to protect the wood from moisture and UV rays. If appropriate to the design, the fence must have a capboard. Other materials may be considered; however, chain-link fences are prohibited.
- Any fence or wall constructed so as to have only one elevation "finished," which shall be defined as not having its supporting members significantly visible, shall be erected such that the finished elevation of the fence is exposed to the adjacent property, alley or street.

- Fences shall not terminate within 3 feet of house or garage building corners unless integrated with wall design.
- All fence assemblies are required to be maintained for appearance and kept in working order.
- Dog kennels or runs must be attached to a primary or accessory structure, be screened from public streets and adjacent properties, and receive SDC approval for materials and configuration. Chain-link is not permitted.
- Fences are optional for properties bordering common open space, parkland or South 19th Avenue. If fencing is installed in these locations, it shall not exceed 4 feet in height and shall be black metal (steel or aluminum) as specified below (Ameristar Montage Majestic), or approved equivalent.



(e) Driveways/Parking

- Front driveways and corresponding sidewalks shall be of colored concrete, as specified by the SDC.
- Driveway and apron center lines must intersect perpendicular to the sidewalk and street and may not exceed 24 feet in width measured at the right of way line.

- For multiple household dwelling units, concrete curbing is required for all driveway and parking areas as per City of Bozeman UDC requirements.
- Driveway and parking areas shall be planned to provide for appropriately sized snow storage areas that do not interfere with, or stack snow on, landscape plantings.
- Parking shall be provided in accordance with the most recent version (whatever is adopted at the time of Form B submittal) of the Unified Development Code: "If parking stalls within the interior of an individual residential garage are counted toward a development's required parking needs, then they shall meet the standard parking stall width of nine feet and the standard parking stall length of 20 feet with a minimum of one foot clear on all exterior sides of the stall."

(f) Sidewalks

- Sidewalk installation timing is subject to the requirements identified in the Covenants.
- Sidewalks on single family homes are encouraged to cross the boulevard in line with the sidewalk leading to the front porch.

6.2 Building

The following building design regulations are intended to promote building diversity and neighborhood compatibility. All building heights, encroachments, etc. are governed by the Bozeman Unified Development Code. Note that these Design Regulations may be more restrictive than the city Codes including but not limited to the building requirements listed below.

(a) Minimum & Maximum Floor Areas

- The maximum size of a detached garage or outbuilding that encroaches into the rear yard setback shall be 600 square feet (footprint) or as regulated by the UDC.
- ADUs must conform to size restrictions for their respective zoning districts, as outlined in the Bozeman Unified Development Code.

(b) Foundations

- Foundation walls shall be exposed a maximum of 18-inches above the ground unless they are integral with an approved design scheme. Concrete foundations exposed more than 18-inches above grade must have an approved architectural finish (texture, pattern and/or color).
- Floor elevations shall be constructed a minimum of two (2) feet or more above the base flood elevation.
- Due to potentially high groundwater, basements are not recommended.

(c) Walls & Facades

- All facades of the main building and accessory structures shall be made of similar materials and be similarly detailed.
- Varied building massing is encouraged. No residential exterior wall plane (excluding an exterior wall plane for a garage) shall exceed 35 feet in length without incorporating an offset or recess in a significant proportion to the overall plane.
- Primary materials on a façade may change only at a horizontal band or an inside corner.

- Building walls shall be clad in smooth cut wood shingles, wood clapboard, wood drop siding, wood board and batten, fiber cement siding, brick, or stone. Siding shall be painted or stained, pre-finished siding will be considered based on design merit. Alternative materials such as architectural metal cladding, stucco or synthetic stucco with a smooth or roughcast (pebbled) finish, will be considered based on design merit. Composite wood (Canoxel, Color-Lok, T1-11), vinyl or aluminum siding is not allowed.
- Lap siding shall be run horizontally. Maximum lap siding is 8-inch. Combinations of lap exposure will be considered on a case-by-case basis.
- The color palette of the body of the house shall be as approved by the SDC based on color scheme merit. All trim, frames, doors, and windows shall be in a compatible or accent color. Color schemes must be varied from the two adjacent properties, in each direction and from the properties across the street. Attached dwelling units are exempted from each other.
- Exterior wood shall be painted or stained with solid pigment or semi-transparent stain (wood front doors excluded).
- Stonework shall be natural or approved synthetic stone materials. Dry stack, un-coursed settings with minimal exposed mortar are preferred. Stonework shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance. It shall continue around corners to an inside corner.
- Brick surfaces shall be set predominantly in a horizontal running bond pattern.

(d) Porches

- Front porches are required on residential structures. Minimum inside depth shall be 6 feet and minimum width shall be at least 30 percent of the fronting elevation width on single family and 25 percent of each unit on multiple unit structures.
- The first floor elevations shall be a minimum of 2 feet and a maximum of 5 feet above the average fronting street elevations measured on the property line. Variances may be granted on a case-by-case basis. The intent is to create a defining edge and a street friendly appearance, with a raised porch to enhance privacy.

- Main entry doors are required to be composed with the porch design.
- Porch supports shall be built of stone, masonry, concrete, or wood. Column base piers shall be no less than 16 x 16-inch square and wood columns shall be no less than 8-inches square. Column groupings must have an outer minimum dimension of 10-inches. Tapered columns may not be smaller than 7 x 7-inches at the top. Columns shall match or be similar in design on all elevations of a structure.
- Porch railings may be opened or closed. If closed, they must be constructed of the same material as the adjacent wall planes.
- Front stoops shall be made of brick, concrete or stone and must be detailed and integrated into the porch/railing design. Trex or similar composite decking products will be considered. Wood decking is permitted on rear and side porches only. Required stair railings must be compatible with the overall stair and porch design.
- The space below porches shall be closed, detailed, and integrated into the design, interrupted as necessary for drainage.
- Exterior stairs visible from nearby streets or public spaces are required to show stepped horizontal walls, except that diagonal handrails may be attached thereto. No exposed stair or deck framing is allowed. Exceptions will be considered on design merit.
- Front porches are intended to allow for interaction with the street, therefore, front porch screens and glazing are not recommended.

(e) Decks & Patios

- Decks and patios must face only rear and side yards. Covered porches may wrap side yard facades when composed and integrated with overall design.
- Low level decks shall be skirted to grade. Decks which are not practical to skirt shall be designed to assure that the underside of the deck is integrated with the design of the building. Exposed anodized aluminum joist hangers will be allowed, so long as they are not visible from adjoining streets and properties. Open space below first floor elevated decks or porches shall be screened. If lattice is used, wood lattice is required with a maximum of 1-1/2-

inches space between strips. Said lattice shall be applied in a non-diagonal design, between and not concealing deck supports. Upper level decks must be integral to the design and over first floor space.

- Decks, balconies, and terraces shall be designed to enhance the overall architecture of the building by creating variety, layering, and detail on exterior elevations. Covered decks, projecting balconies, and bay windows shall be integrated and composed with the overall building form, rather than placed randomly throughout the building. Terraces shall be used to integrate the building and landscape by creating a transition between the built and natural character of the site.

(f) Windows

- Window and door patterns and reveals should be carefully studied to create interest, variety and consistency. Unless otherwise approved for design merit, windows and doors shall not exceed 50 percent of the wall area, and not less than 15 percent, measured on each elevation. Elevation calculations shall include exterior window trim.
- The design and location of exterior windows should respond to the solar orientation of the building. Energy considerations should be addressed in the building design.
- Windows shall be placed such that:
 1. Single window units shall generally be no closer to another window than the width of the window. Exceptions will be made for comprehensively designed multiple attached window units.
 2. A window unit is generally no closer to a corner than $\frac{1}{2}$ the width of the window unit.
 3. For multiple attached window units, the space between groups shall generally be no less than a single window unit width.
- Windows shall be made of painted or stained wood or clad in metal, fiberglass or vinyl.
- Windows must match in material, design and be overall proportional to one another on all elevations.
- Window muntins shall be or appear to be true divided lights. (If snap-ins are used, only exterior models are acceptable).

- Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4-inches nominal width.
- False shutters are not permitted.
- Mirrored glass or glass block shall not be used.
- Bay window projections shall be proportionate to the overall composition and are encouraged to extend to the ground. Cantilevered bays must be visually carried by structural brackets or a water table trim band. Only cantilevered bays without useable floor area may encroach into a setback.

(g) Doors

- Typical sliding glass doors may only be used in walls facing the side or rear yards.
- Garage doors are encouraged to include windows and be built of wood, steel, or fiberglass with a wood veneer.
- Garage doors shall compliment the design and color scheme of the building.
- All garage doors are encouraged to be separated for each vehicle. If doors are not separated, garage doors must be detailed to appear separated.

(h) Roofs

- Roof materials above occupied areas of buildings, or in areas exposed to the sun, mechanical vents, and heat from adjacent chimneys shall be carefully selected to address the freezing and thawing cycle common to most roof designs. Cold roof systems with adequate ventilation and insulation are recommended.
- Materials shall be selected for their quality, durability, appearance and maintenance characteristics. Pitched roofs shall be clad with asphalt shingles, Class A or B treated wood shakes or cedar shingles, natural or artificial slate. Steel and other metal roofing products will be considered based on overall composition, unique detailing and design merit. All roof flashing vents, hoods, and roof accessories shall be copper or a pre-finished metal that blends with the color of the roofing material selected.

- The principal roof shall be a symmetrical hip or gable form with a pitch between 5:12 and 10:12. Steeper or flat roof designs will be considered based on design merit as determined by the SDC.
- Flat roofs comprising less than 30 percent of the total roof area are permitted. Flat roofs used as balconies on street facades shall be enclosed with solid railings and integrated with the design, unless otherwise approved based on design merit.
- Caution should be taken in design to minimize shedding of snow and ice toward driveways, sidewalks, porches, decks, balconies, or any other areas which may be damaged or cause injury.
- Ridge plane and fascia continuous length dimensions shall not exceed 30 feet for detached garages, 40 feet for single household structures (excluding attached garages with integrated porches) and 60 feet for multiple unit structures without a 4-foot minimum dimensional break or substantial intersecting roof line.
- Pitched roofs shall be clad with treated wood shakes or shingles, natural or synthetic slate, asphalt random tab shingles, pre-finished metal roofing, other similar materials and complimenting color approved by the SDC.
- The term "integrated roof planes" shall mean roof surfaces (planes) that intersect exterior walls at mid-stories. Integrated roof planes contribute to the composition of an overall roof and building design by helping to break down the scale, height, and massing of a multi-story structure.

(i) Skylights

- Skylights shall be flat in profile (no bubbles or domes).
- Skylights shall not be visible to the fronting street.
- 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 valleys, ridges, and all other areas where drifting snow may hinder the performance and safety of the unit. Skylights should be of high quality, insulated, double pane construction.

(j) Solar/Photovoltaic Panels

- Solar panels shall be applied parallel and flat to a roof.

(k) Dormers

- Dormer width shall be proportionate to the overall composition.
- Shed dormers shall have a pitch of at least 5:12. Hip dormers shall have the same pitch as the main roof volume.

(l) Eaves / Soffits / Gutters

- Eaves may be encroached by a bay window or windows for no more than half of the running length of each façade, cumulatively.
- Overhanging roof eave and gable end depth shall be no less than 18-inches. Roof overhang depth on accessory structures must match the main building structure.
- Eave fascia detail must have a minimum total face dimension of 6-inches unless otherwise approved for design merit and composition. Two-piece fascias are required where detailed. Exposed rafter tails are strongly encouraged if appropriate for the architectural style.
- Soffits must be constructed of wood or metal. Vinyl soffits are not permitted on single household residences. Vinyl soffits may be considered on multiple household residences based on detailing. Boxed soffits are prohibited except when integrated into a specific architectural style.
- Gutters shall be built of painted metal of a color and finish that blends with the finish color scheme. Gutters shall be half-round or rectangular and downspouts shall be circular or rectangular.

(m) Chimneys / Roof Vents / Equipment

- All roof-mounted equipment shall be integrated into overall design and screened. Vents projecting from the roof shall be painted to match overall roof material color. Roof top equipment and vents other than chimneys and plumbing vent stacks shall not face a public street.
- Chimneys shall be clad in stone, brick, stucco or some other compatible/complementary material.
- Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend above the chimney top per building

code requirements. All chimney forms shall relate to the overall building.

- It is strongly encouraged that chimneys emerge from the highest roof volume.
- Exterior antenna, satellite receivers (dish) or aerial shall not be located on a street facing elevation and be screened or landscaped as approved by the SDC.
- Chimneys shall be at least 30 x 30-inches.

(n) Lighting

- Every residential lot must install a front yard monument as specified by the SDC (including the light fixture and address plaque). See approved drawing for details.
- Exterior Lighting: All exterior residential lighting must be dark-sky compliant.
- All exterior lighting must be free of glare and shall be fully shielded so that no light rays are emitted by the installed fixture at angles above the horizontal plane. No lighting shall shine beyond a property's lot line. Indirect light, meaning direct light that has been reflected or has scattered off to other surfaces, may be considered.
- Recessed or can lighting is encouraged for porches and main entrances for softer lighting conditions.
- The following lighting is prohibited: obtrusive flood lighting, mercury vapor or high-pressure sodium lights and clear glass or exposed bulb (non-cutoff) fixtures.
- Street Lighting: The Southbridge Subdivision will light street and significant pedestrian intersections. Special Improvement Lighting Districts will be formed to fund and maintain street lighting.

(o) Signage

- No signs, placards, or notices shall be erected, placed, maintained or permitted to remain on any part of any land in Southbridge, except such signs as have been approved by the SDC for identification of residences, streets, parks or areas, places of business, or other commercial uses. Signs must also be constructed to comply with the Bozeman Sign Code.

- Typical "For Sale" signs shall be allowed during the sale of a lot.
- Typical construction signs shall be allowed during the construction of a building.
- Signage integrated with landscaping may be placed at the main entrances to the subdivision to identify the subdivision and/or neighborhood.

6.3 Landscape

The proper use of plant materials adds to a sense of permanence and consistency for a neighborhood while also connecting the built and natural environments. Each site owner will be required to meet minimum landscape specifications related to two general categories: boulevard plantings and yard plantings. Properties are also subject to City of Bozeman Unified Development Code landscape requirements as a minimum.

(a) General Requirements

- All required and approved landscaping must be completed within two (2) months of occupancy when planting season allows, and no later than six (6) months after occupancy if winter prohibits completion.
- Commencing with the transfer of any land in Southbridge from Declarant, the Owner shall cause all the land to be maintained in a neat appearance at all times. Grass shall be cut and trees, bushes and hedges shall be trimmed at such intervals as are necessary to maintain the attractiveness of Southbridge.

(b) Street Trees & Boulevard Plantings

- Individual lot owners shall be responsible for the landscaping the boulevard area directly adjacent to their property at the time of occupancy and for the maintenance of the boulevard area thereafter.
- Irrigated turf grass and minimum 2-inch caliper trees shall be planted at a density of one tree per 50 feet (rounded to the nearest whole number) in the boulevard area exclusive of areas used for street pavement, curbs, gutters, sidewalks or driveways.

- Maximum height of landscaping in required vehicle vision triangles is 30-inches.
- The planting hole shall be at least twice the diameter of the root ball, the root flare of the newly planted tree must be visible and above ground and there shall be a mulch ring 3-4 feet in diameter around each newly planted boulevard tree.
- All boulevard plantings must follow City of Bozeman requirements for street tree permits, species selection, and spacing. Owners are required to obtain City of Bozeman boulevard tree planting permit prior to planting.
- It is the responsibility of the Owner to contact the appropriate utility companies before digging.

(c) Yard Plantings

- A total of 4 trees (minimum 2-inch caliper) are required per property including: 1 front yard tree, 2 side yard trees and one rear yard tree. Note that this requirement is in addition to the required boulevard trees described in Section (b).
- A total of 3 appropriately sized planting beds are required per property including: 2 for the front yard and 1 for the rear yard. All planting beds must be composed with the site (including suitably sized beds and plant quantities) and the building elevations and shall have a top layer of mulch or earth tone stone (non-white). Shrub planting sizes must be a minimum size of 5 gallon.
- Front yards and corner side yards are required to have turf (sod) installed where lawns are planned. Seeding is not acceptable for front yards or corner side yards. Seeding is acceptable for rear and side yards only.
- Property owners determine their own gardens, perennials, native grasses and/or ground covers in the rear yard.
- "Xeriscaping" or water-conserving, drought-tolerant landscaping will be considered by the SDC on a case-by-case basis. A proposal for a xeriscape landscape plan must be prepared by a landscape professional and must meet local land use requirements for 75 percent "live vegetation."

- Maximum height of landscaping in required vehicle vision triangles is 30-inches.
- It is the responsibility of the Owner to contact the appropriate utility companies before digging.

(d)Vegetation Maintenance & Removal

- Maintenance (including irrigation and replacement) of required vegetation is the responsibility of the property owner.
- No mature landscaping may be removed without prior permission from the SDC.

6.4 Variations from Community Patterns

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

Variations must be requested in writing and approved by the SDC and/or the Bozeman City Commission, if applicable, depending on whether the variation/variance is from the Covenants or from the current City Unified Development Code or both. The Committee may only grant a variation from the Design Regulations provided that compliance with the spirit of the regulations is maintained.

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

Article 7: Amendments

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

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

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

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

Article 8: Definitions

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

Exhibit A: Legal Description

Southbridge Subdivision Phase 1 (see limitations on Page 2)

Southbridge Subdivision Phase 1B

Southbridge Subdivision Phase 2 (see limitations on Page 2)

*Note: the developer may choose to apply these Design Regulations to future phases as specified on Page 2.

Exhibit C: Forms



SOUTHBRIDGE

Form A: Sketch Design Review

Property Information:

Street Address: _____

Lot _____ Block _____ Phase _____

Owner Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Architect/Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Builder Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Landscape Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

(Page 1 of 3)

Information:

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

- Yes
- No

If yes, please describe the variance:

2. Items submitted (please check):

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

Acknowledgement Statement:

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

Violations of the Declaration of Protective Covenants and Restrictions and/or addenda will be remedied by Southbridge Homeowner's Association whereupon the Lot/Home Owner will be responsible for the cost of the remedy.

I (We) _____ am/are the owner(s) of record of Lot ____, Block ____, Phase _____ of Southbridge Subdivision. I/We have read these requirements and understand their implications. Furthermore, I (we) have been given sufficient opportunity to discuss any questions we may have regarding these requirements with a member of the Southbridge Design Committee. My (Our) signature(s) below is/are evidence of my/our intent to comply with these requirements.

Owner Signature: _____ **Date:** _____

Printed Name: _____

Applicant Signature: _____ **Date:** _____

Printed Name: _____



SOUTHBRIDGE

FORM B: CONSTRUCTION DESIGN REVIEW APPLICATION

Property Information:

Street Address: _____

Lot _____ Block _____ Phase _____

Owner Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Architect/Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Builder Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Landscape Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

(Page 1 of 2)

Information:

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

- Yes
- No

If yes, please describe the variance:

2. Items submitted (please check):

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

Signature: _____ **Date:** _____

Printed Name: _____



SOUTHBRIDGE

FORM C1/C2: APPLICATION FOR CHANGE(S)

Property Information:

Street Address: _____

Lot _____ Block _____ Phase _____

Owner Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Architect/Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Bulder Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Landscape Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

(Page 1 of 2)

Information:

1. Type of Modification

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

2. Change Description and reason for change:

(Attach specific drawings of proposed change.)

3. Items submitted (please check):

- Review Fee
- Plans/Elevation
- Details/ Samples
- Digital Copy of Submittal (PDF)

Signature: _____ **Date:** _____

Printed Name: _____



SOUTHBRIDGE

FORM D: INSPECTION FORM

Property Information:

Street Address: _____

Lot _____ Block _____ Phase _____

Owner Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Architect Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Builder Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

Landscape Designer Information:

Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

(Page 1 of 2)

For SDC use only:

Date of inspection: _____

- Approved
- Denied
- Notes:

SDC Signature: _____

If denied, subsequent inspection date(s): _____

- Approved
- Denied
- Notes:

SDC Signature: _____

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 17
day of July, 2012.

DECLARANT:



Holyoke IV, Inc.
Title: V.P.

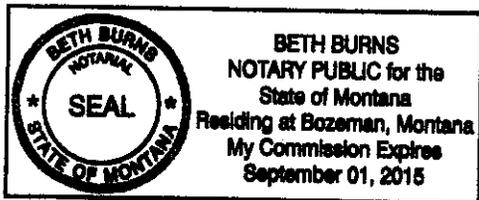
STATE OF Montana)

:SS

County of Gallatin)

On this 14th day of July, ²⁰¹⁴~~2012~~, before me, a Notary Public of the State of Montana, personally appeared Andy Holloran known to me to be the person described in and who executed the foregoing instrument as Vice President of Holyoke IV, Inc. whose name is subscribed to the within instrument and acknowledged to me he/she executed the same for and on behalf of Holyoke IV, Inc..

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



Printed Name: Beth Burns
NOTARY PUBLIC for the State of: Montana
Residing at: Bozeman
Commission expires 9/1/15 (use 4 digits)