

BAXTER MEADOWS **BOZEMAN, MONTANA**

HOMEOWNER'S ASSOCIATION SOURCE BOOK



**Declaration of Residential Protective
Covenants and Regulations**



**By-Laws of the Baxter Meadows
Homeowner's Association**



**Design Review Guidelines
and Regulations**



**Declaration of Protective Covenants
as to Wetland Areas**



2103136
Page: 1 of 47
04/03/2003 01:33P

Shelley Vance-Gallatin Co MT MISC 282.00

**COLLABORATIVE
DESIGN
ARCHITECTS
INC.**

Yesterday, Today & Tomorrow.





TABLE OF CONTENTS

Introduction

Part I Declaration of Residential Protective Covenants & Restrictions

- ...Purpose
- ...Abbreviations & Definitions
- Protective Covenants
- Combination & division of Sites
- Residential Use
- Mining Prohibited
- Home Site Preparation, Maintenance and Landscaping
- Outbuildings and Temporary Structures
- Exterior Improvements and Equipment
- Construction and Schedules
- Building Permit and Compliance Bond
- Certificate of Compliance
- Common Areas & Definition
- Maintenance of Common Areas
- Rights of Access and Public Deeded Right-of-Way Ingress & Egress
- Utility Easement
- Installation and Maintenance of Utilities
- Domestic Pets
- Maintenance of Lots
- Noxious, Offensive or Hazardous Activities
- Signs
- Enforcement Action
- Perpetuity
- Amendment
- Severability
- Design Review Board
- Baxter Meadows Design Review Guidelines & Regulations
- Baxter Meadows Homeowner's Association
- Parks, Open Space and Common Area Maintenance Plan

Part II By-Laws of the Baxter Meadows Homeowner's Association

- Membership
 - ...Membership
 - ...Classes
- Operations
 - ...Meetings
 - ...Directors & Officers
 - ...Rules & Regulations
- Design Review Board
 - ...Composition
 - ...Additional Procedures and Design Regulation
 - ...Final Plans
 - ...Additions, Changes, Refinishing
 - ...Certificate of Compliance



Part II Assessments
...Levying Assessments
... Annual Assessments
... Capital Improvements and Compliance Assessments
... Emergency Assessments
Foreclosure and Executive
Accumulation of Remedies
Notices
Severability
No Waiver
Amendment or Termination

Part III Design Review Guidelines and Regulations
Site Design Regulations
... Topography & Site Features
... Utilities and Site Details
... Landscape Controls
Building Form Regulations
... Building Height
... Roof Form
... Exterior Wall Form
Material and Detail Regulations
... Roof Materials
... Exterior Wall Materials
... Exterior Windows and Doors
... Decks, Balconies, Terraces and Porches
... Building Color
... Night Sky Requirements

Part IV Declaration of Protective Covenants as to Wetland Areas
... Restrictions
... Zones
... Changes
... Perpetuity
... Invalidity
... Protected Areas Map

Part V Appendix
... Exhibit A – Master Plan
... Plan Review Application
... Variance Application
... Compliance Bond
... Certificate of Compliance

BAXTER MEADOWS

BOZEMAN, MONTANA

PART I

□

DECLARATION OF RESIDENTIAL PROTECTIVE COVENANTS & RESTRICTIONS

□



2103136

Page: 4 of 47
04/03/2003 01:33P

Shelley Vance-Gallatin Co MT MISC 282.00





I. PURPOSE

Baxter Meadows is a unique mixed residential and commercial development annexed to the northwest portion of the City of Bozeman. Baxter Meadows Development, L.P. is the present owner of all of the property included within the boundaries of the Baxter Meadows Annexation to the City of Bozeman. The primary goal of Baxter Meadows Development, L.P. is to create a development which creatively blends commercial and residential neighborhoods in terms of lot size, home scale and open space. Baxter Meadows strives to achieve this objective through the implementation of these Covenants, the Baxter Meadows Design Review Guidelines and Regulations ("Design Guidelines"), and the By-Laws of the Baxter Meadows Homeowners Association ("By-Laws"), which includes provisions regarding a Design Review Board and should be read and construed in conjunction with these Covenants.

These Covenants and Restrictions are in addition to those requirements set forth in the City of Bozeman Zoning Regulations. In the event there is a conflict between the zoning regulations and these Covenants or the Design Guidelines, the zoning regulations shall control.

Baxter Meadows Development, L.P. hereby adopts the following Declaration of Protective Covenants and Restrictions for Baxter Meadows.

II. ABBREVIATIONS & DEFINITIONS

The following abbreviations are used in this document:

- 1) The Baxter Meadows Design Review Board is referred to as the Design Board.
- 2) The Baxter Meadows Design Review Guidelines and Regulations are referred to as the Design Guidelines.
- 3) Baxter Meadows Development, L.P. is referred to as Declarant.
- 4) The Baxter Meadows Homeowners Association is referred to as the HOA.

The following definitions shall apply to these covenants:

- 1) Class A member of the Homeowners Association shall be the owners of lots within Baxter Meadows as further defined in the By-Laws of the Baxter Meadows Homeowners' Association.
- 2) Class B members of the Homeowners Association shall be the Declarant, as further defined in the By-Laws of the Baxter Meadows Homeowners' Association.
- 3) Grade: "Grade" means the lowest point of elevation of the finished surface of the ground between the exterior wall of a building and a point five feet distance from the wall, or the lowest point of elevation of the finished surface of the ground between the exterior wall of the building and the property line if it is less than five feet distance from the wall. If walls are parallel to and within five feet of a public sidewalk, alley or other public way, the grade shall be the elevation of the sidewalk, alley or public way. "Finished surface of the ground" shall not include window wells, stairwells, or other similar features, but shall include features such as usable patio areas.
- 4) Lot: "Lot" means a piece, parcel, plot, tract or area of land occupied or capable of being occupied by one or more principal buildings, and the accessory buildings or uses customarily incidental to them, and including the open spaces required under this title, and having its principal lot frontage on a street.



- 5) Lot Area: "Lot Area" means the total horizontal area within the boundary lines of a lot.
- 6) Lot, corner: A lot at a junction of and fronting on two or more intersecting streets.
- 7) Lot, interior: A lot other than a corner or through lot.
- 8) Lot, through: A lot having frontage on two parallel or approximately, parallel street.
- 9) Lot Coverage: The percentage of the lot area covered by buildings.
- 10) Lot Depth: The horizontal distance of a line measured at a right angle to the front lot line and running between the front lot line and rear lot line of a lot.
- 11) Lot line, front: In the case of an interior lot, a line separating the lot from the street, in the case of a corner lot, a line separating the narrowest street frontage of the lot from the street and in the case of a through lot, a line separating the lot from the street from which a drive access may be permitted by the city.
- 12) Lot line, rear: A lot line which is opposite and most distant from the front lot line and, in the case of an irregular or triangular.

III. PROTECTIVE COVENANTS

A. PROTECTIVE COVENANTS

It is the purpose of these Covenants to ensure that Baxter Meadows creatively blends residential and commercial uses into its surroundings, complements and enhances the natural environment and preserves and protects the interests and investment of the individual owners.

These Covenants shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved. These Covenants are declared for the benefit of the residential property within Baxter Meadows as described and depicted on Exhibit A hereto, and for the benefit of each owner. They shall constitute benefits and burdens to Declarant and to all persons or entities hereafter acquiring any interest in the property.

These covenants provide general restrictions while the Design Guidelines provide appropriate details in order to ensure compliance with these Covenants. The Design Guidelines must be carefully consulted and followed to ensure the requirements of these Covenants are met.

B. COMBINATION AND DIVISION OF SITES

Two contiguous lots may be combined to constitute one lot, and that lot will be treated as one lot. Three contiguous lots may be combined to constitute two lots, and those sites will be treated as two lots. Any combination of lots shall be done in accordance with Montana law. No lot may be further subdivided.

C. RESIDENTIAL USE

No lots designated as residential shall ever be occupied or used for any commercial or business purpose except for an office or studio fully contained within the [single family] residence, and shall not be used for meeting the general public, customers or clients. Nothing contained herein limits the homeowner's ability to lease the dwelling for residential use. Lots designated as Live/Work properties shall be exempt from these restrictions.



Lots designated for Live/Work units may operate an office or commercial business in such a manner that the average neighbor, under normal circumstances, would not be aware of its existence with the exception of permitted signage. Business operations may be permitted if the following conditions are met:

- No use shall require exterior alterations or require changes to the existing mechanical and electrical systems.
- There shall be no outside storage permitted.
- No use shall create noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard or other nuisance not normally experienced in the area where the occupation exists.

In lots designated as residential, a home occupation is an occupational use customarily conducted entirely within a dwelling by the inhabitants thereof, which is clearly incidental and secondary to the use of that dwelling as living quarters and in connection with which there are: no on premises sales of products; no on-site employment of persons; no generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the dwelling; no employees who do not reside on the premises; no use of commercial vehicles operated and/or owned by the resident or homeowner for deliveries to or from the premises; no signs or structures advertising the occupation; no excessive or unsightly storage of materials or supplies or working on autos, boats, or trailers other than normal maintenance of such vehicles or recreational equipment for the personal use of the resident or homeowner.

For guidance, the following uses are examples of home occupations: the making of clothing; the giving of music lessons; a sole practitioner, professional practice; service or product providers who maintain a telephone and office within the residence but the services and products are provided and sold off the premises; the pursuit of artistic endeavors such as making of pottery, ceramics, paintings or bronzes, and the like, provided that the products are marketed and sold off the premises, and no foundries are located on the premises.

Trailer homes and modular homes are prohibited. Recreational vehicles, motor or mobile homes, vehicle or other trailers, and boats must be kept in a garage or otherwise screened from view and are not permitted in front or side yard setbacks.

RS Designated Zoning. One single family dwelling which may include one Accessory Dwelling Unit as described in the Design Guidelines is allowed per lot on those lots within RS designated zoning as described and depicted on Exhibit A hereto. Owners should carefully review the City of Bozeman Zoning Regulations to ensure compliance with all zoning regulations. Only single family homes with attached or non attached garages and Accessory Dwelling Units will be permitted in RS designated zoning. Each single family residence shall be a minimum of 2,500 square feet of finished or conditioned space, excluding garages and other storage spaces.

R3 Designated Zoning. Bungalow, village, and traditional homes and condominiums or townhouses may be allowed on those lots within R3 designated zoning as described and depicted on Exhibit A hereto. Owners should carefully review the City of Bozeman Zoning Ordinance to ensure compliance with all zoning regulations. All homes and condominium or townhouse complexes shall be constructed from the particular plans as approved by Design Board prior to any construction on Lots within R3 designated zoning.

D. MINING PROHIBITED

No prospecting, mining, quarrying, tunneling, excavating, extracting, or drilling for any substance on or within the earth, including oil, gas, hydrocarbons, minerals, gravels, sand, soil, rock, or earth shall be permitted except as necessary for the construction of buildings, roads or driveways, or fish ponds, ditches or other water ways as approved by the Design Review Board



in open space or park areas and applicable governmental agencies. The HOA may approve irrigation walls on individual private lots.

E. HOME SITE PREPARATION MAINTENANCE AND LANDSCAPING

Each owner shall submit a landscape plan as set forth in the site regulations to the Design Review Board at the time the construction plans are submitted. Landscaping shall be done only as approved by the Design Review Board. Owners shall control all noxious weeds and shall destroy them according to county standards. Re-vegetation as approved in advance by the Design Board shall be required for all disturbed areas. Natural and native species are encouraged; non-native species may be restricted or prohibited. The owner must complete the restoration within 45 days following the construction of the residence or within such period as may be reasonably necessary as dictated by weather conditions, but not to extend one (1) year.

F. OUTBUILDINGS AND TEMPORARY STRUCTURES

No outbuildings shall be erected or maintained upon any lot before the start of construction of a residence and no trailer, mobile home, basement, shack, garage or other outbuildings shall be erected upon any part of the lot for use as a temporary or permanent residence. Temporary structures shall be removed within thirty (30) days after completion of construction.

G. EXTERIOR IMPROVEMENTS AND EQUIPMENT

Application to the Design Board for approval of pools, spas, hot tubs, or fire pits shall contain adequate details to establish sufficient abatement of equipment noise. If deep excavations are required for these improvements, a site evaluation by a geologist or soils engineer may be required.

H. CONSTRUCTION AND SCHEDULES

Any and all construction, alterations or improvements shall be subject to advance approval by the Design Board and shall be diligently worked on to completion and shall be completed within eighteen (18) months following commencement. No aspect of construction shall at any time impede, obstruct or interfere with pedestrian or vehicular traffic. No materials shall be placed or stored upon any lot more than thirty days (30) before commencement of construction or more than thirty (30) days following completion of construction as determined by the Design Board. No materials shall be placed or stored in right-of-way.

Each construction site shall have a chemical toilet placed in a location as inconspicuous as possible. During any construction, the site shall be cleaned up weekly and shall be maintained free of trash. Debris and trash shall be removed from Baxter Meadows and shall not be placed or dumped on any common area or other property within Baxter Meadows. The owner shall be responsible to take necessary precautions to prevent debris from blowing off the construction site and shall clean up wind-blown debris both on and off the premises if debris does leave the premises notwithstanding the owner's precautions. Open burning of debris is not permitted.

I. BUILDING PERMITS AND COMPLIANCE BOND

No building, structure, road, fence or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any site, and no construction activities or removal of trees or other vegetation shall be commenced until approved by the Design Board and the appropriate plans have been submitted to the City of Bozeman for building plan review percent and approval. A Compliance Bond may be required with a Security Deposit and will be held in an escrow account administered by the Design Board. Upon completion of construction

and landscaping of the sites the job will be reviewed by the Design Board, and when satisfactorily completed, the Compliance Bond will be released to the home owner. Some or all of the bond may be used by the Design Board to complete unfinished landscaping or other work needed on the site, if not satisfactorily completed by the owner of the site.

J. CERTIFICATE OF COMPLIANCE

Before any owner may occupy or otherwise use a residence or other structure in Baxter Meadows, the owner must obtain a Certificate of Compliance from the Design Review Board in the form set forth in the Design Guidelines, acknowledging compliance with the Design Guidelines in the design and construction of any residence or other structure built within the boundaries of Baxter Meadows. In addition, the Owner shall obtain a Certificate of Occupancy from the City of Bozeman.

K. COMMON AREAS

The design of Baxter Meadows incorporates Common Areas as shown on the final plat of the Baxter Meadows annexation to the City of Bozeman, attached hereto and incorporated herein by reference. No improvements shall be constructed on such common areas except by the Baxter Meadows Homeowner's Association. No gates or obstructions shall be placed upon or shall impede access to any common area. City standard residential sidewalks are to be provided at all streets adjacent to the common areas by the HOA. The HOA may provide temporary lighting or other holiday decorations within the common areas and street boulevards.

L. MAINTENANCE OF COMMON AREAS

The HOA shall maintain the common areas, storm water management system, and easements. The HOA, as determined by the Design Board, may take such steps as are necessary to ensure that all shrubs, trees, and other vegetation do not block, interfere, or hinder the view from any residence. Such steps may include limiting the type of shrubs, trees, and other vegetation planted in the common areas, specifying the location of items to be planted, and/or removing shrubs, trees, and other vegetation in the event such items grow to a level that they block, interfere, or hinder the view from any residence or within traffic areas. Maintenance, repairs, and replacements of Common Area grounds and improvements, including the storm water management system, shall be at the expense of the HOA provided, however, if such damage is caused by a negligent or tortuous act of any owner, members of such owner's family, guest or employee, then such owner shall be responsible and liable for all such damage.

M. RIGHT OF ACCESS AND PUBLIC DEEDED RIGHT OF WAY INGRESS AND EGRESS

A right of access shall be reserved and be immediate for making of emergency repairs in improvements and/or within the boundaries of each lot. These repairs may be needed to prevent property damage, personal injury, or continued property damage.

Public deeded right of way for general ingress and egress to each lot and to all common areas for the general use of all owners, their guests and the general public shall exist over all common areas, roads, and trails within Baxter Meadows.

N. UTILITY EASEMENT

An utility easement for such utilities as electricity, gas, sewer, communications, telephone, water, television, cable communications and other utility equipment is provided for within Baxter Meadows. All owners shall have the right to enter upon and excavate for electricity, gas, water



2103136

Page: 18 of 47
04/03/2003 01:33P

and sewer in such easements upon written approval of the Homeowners Association. Vivid Networks will be the sole provider a fiber point enclosure to be mounted to an exterior wall of every home and business. This fiber optic cable carries telephone dial tone, video and audio communications, data, internet and television signals. Each homeowner may contact Vivid Networks to subscribe to the desired services. Satellite dishes and other communication equipment may be installed upon meeting the requirements elsewhere in these covenants and approval of the Homeowner's Association. Easements for ingress and egress and for utilities shall not be moved, deleted or restricted without the written approval of all affected lot owners. Disturbed land must be restored to a condition, as close as possible, to the natural condition of the land before work commenced.

O. INSTALLATION AND MAINTENANCE OF UTILITIES

Baxter Meadows shall cause the installation of electric power, telephone, and water line service to the junction of the main access road to each lot and lot driveways. Owners shall bear all responsibility and costs from such junction to home sites.

All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed.

Each owner shall be responsible for utility installation and maintenance in accordance with state and local regulations.

P. DOMESTIC PETS

No domestic animals or fowl shall be maintained on any lot except as provided herein. Not more than three generally recognized house or yard pets are permitted, provided that such animals shall at all times be restrained or leashed. Kennels with the appropriate license are allowed only in rear yards. Excessive barking or other animal noises shall not be tolerated. If any animals are caught or identified chasing or otherwise harassing wildlife or people, or barking excessively, the HOA shall have the authority to have such animal(s) impounded at any available location, and may assess a penalty against the Owner of such animal(s) of not more than fifty dollars (\$50.00) plus all costs of impoundment. If any such animal(s) are caught or identified chasing or harassing wildlife or people, or barking excessively on any additional occasion, the HOA shall have the authority to have such animal(s) impounded and may assess a penalty of not more than one hundred dollars (\$100.00) per animal, plus costs of impoundment. No Owner of any animals(s) impounded for chasing or harassing wildlife or people, or for barking excessively, shall have a right of action against the HOA or any member thereof, for the impoundment of any such animal(s).

Q. MAINTENANCE OF LOTS

Owners shall maintain lots and improvements in good repair and appearance at all times. All landscaping improvements and property shall be kept and maintained in good, clean, safe, sound, attractive, thriving and slightly condition and in good repair at all times.

R. NOXIOUS, OFFENSIVE OR HAZARDOUS ACTIVITIES

No noxious, offensive, or hazardous activities shall be permitted upon any portion of the property nor shall anything be done on or placed upon any portion of the property which is or may become a nuisance to others. No light shall be produced upon any home site or other portion of the property which shall be unreasonably bright or cause unreasonable glare. No sound shall be produced on any home site or other portion of a property which is unreasonably



loud or annoying, including but not limited to speakers, horns, whistles and bells or excessive barking or other animal noises.

All the area of Baxter Meadows shall be controlled by these covenants which run with all the land for the benefit and use of owners. No off-road motorized travel shall be permitted. Use of snowmobiles within the boundaries of Baxter Meadows is also prohibited. Use of motorized vehicles is subject to ordinances and regulations of the City of Bozeman.

Neither hunting nor the discharge of firearms shall be allowed in Baxter Meadows.

S. SIGNS

No signs, billboards, posters, displays, advertisements or similar structures shall be permitted except as approved in advance in writing by the Design Board and through proper permitting procedures with City of Bozeman.

T. ENFORCEMENT ACTION

The provisions of these protective covenants may be enforced by individual owners, the HOA, Design Board, or Baxter Meadows Development, L.P.

In the event of violation or threatened violation of any of these Covenants, or the Design Guidelines or any other rules or regulation adopted by the HOA, legal proceedings may be brought in a court of law or equity for injunctive relief and damages. In addition, an owner, the HOA, Design Board, or Baxter Meadows Development, L.P. may enforce these Covenants by serving notice in writing on the person or entity violating these Covenants which notice shall specify the offense, identify the location and demand compliance with the terms and conditions of these Covenants. Such notice shall be personally served. In the event personal service cannot be obtained after reasonable efforts, notice shall be posted at a conspicuous place on the property in question and a copy of the notice shall be mailed by certified mail, return receipt requested, to the last known address of the party or entity.

No owner, the Design Board, the HOA, or Baxter Meadows Development, L.P. shall be liable to any person or entity for any entry, self help or abatement of a violation or threatened violation of these Covenants. All owners, invitees and guests shall be deemed to have waived any and all rights or claims for damages for any loss or injury resulting from such action except for intentionally wrongful acts.

Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate these Covenants; and the legal proceedings may be either to enjoin or restrain violation of the Covenants or to recover damages or both. In the event of action to enforce these Covenants, the prevailing party shall be entitled to costs and a reasonable attorney's fee.

The failure by the Declarant or its assigns, the HOA, the Design Board or any lot owner to enforce any covenants or restrictions contained herein shall in no event be deemed a waiver or in any way prejudice the right to enforce that Covenant at any time against any person breaking the Covenant or any other Covenant breached thereafter or to collect damages for any subsequent breach of Covenants.

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



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 reference to the same in a deed or conveyance.

A breach of any of the foregoing 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 site or portion of the real property or any improvements thereon. However, these Covenants shall be binding upon and inure to the benefit of any subsequent owner who acquired by foreclosure, trustee sale or otherwise, title to property within Baxter Meadows.

U. PERPETUITY

These Covenants shall continue in full force and effect and shall run with land as legal and equitable servitude in perpetuity unless amended or terminated as set forth herein.

V. AMENDMENT

These Covenants shall remain in effect until amended or terminated. The Covenants, or any portion thereof, may be amended, terminated or supplemented at any time by the execution of a written document containing the terms of the amendment, supplement or termination of any of the Covenants, duly acknowledged by a Notary Public, and recorded with the office of the Gallatin County Clerk and Recorder, executed (1) by the owners of at least seventy-five percent (75%) of the lots in Baxter Meadows based on one vote per lot, or (2) by the Board of Directors and President of the HOA acknowledging the affirmative vote of three-fourths (3/4) of the total votes of all Class A and Class B members of the HOA. If one or more lots has been combined, the owner thereof shall be entitled to one vote and/or one signature for each original lot which created the combined lot. If there is more than one owner for an individual lot, each owner must execute the amendment, supplement or termination document to count for one vote towards the seventy-five percent (75%) total.

W. SEVERABILITY

Captions and paragraph headings are designated herein as a matter of convenience. A determination of invalidity of any portion of these Covenants shall not in any manner affect the other portions or provisions.

X. DESIGN REVIEW BOARD

The Design Review Board shall be constituted in accordance with the By-Laws of the Baxter Meadows Homeowners' Association. The Design Review Board shall have the authority and responsibility as provided herein and in the By-Laws for the Baxter Meadows Homeowners' Association.

Y. BAXTER MEADOWS DESIGN REVIEW GUIDELINES AND REGULATIONS

The Design Review Board shall conduct business as provided herein and as set forth in the BAXTER MEADOWS DESIGN REVIEW GUIDELINES AND REGULATIONS. In the event of any conflict between the Design Guidelines and these Covenants, the Design Guidelines shall prevail.

Z. BAXTER MEADOWS HOMEOWNERS' ASSOCIATION

The Baxter Meadows Homeowners' Association shall be constituted, shall conduct its business, and shall have the authority and responsibility as provided herein and in the BY-LAWS OF THE Baxter Meadows



BAXTER MEADOWS HOMEOWNERS ASSOCIATION. In the event of a conflict between the By-Laws and these covenants, the By-Laws shall prevail.

IV. HOMEOWNER'S ASSOCIATION MAINTENANCE PLAN

A. Homeowner's Association Responsibility

The Baxter Meadows Homeowner's Association (HOA) is responsible for maintenance of parks, open space, common areas and private streets within Baxter Meadows. These responsibilities include maintenance of vegetation, playground areas, playground equipment, sidewalks, stormwater detention basins and the stream/ditch on the west side of the subdivision. The HOA is responsible for maintenance of the pocket parks, the linear park, the stormwater detention basins, the stream/ditch in the linear park between Baxter Lane and Deadman's Road, and the sidewalks adjacent to each of these areas. The HOA is also responsible for costs of irrigation including the cost of water and irrigation system maintenance.

B. Landscaping Maintenance

The HOA will provide maintenance of the parks and open space. Specific maintenance activities are presented below, however, other maintenance activities not specified will be provided as required.

Mowing/General Maintenance

The maintenance contractor will mow and trim grass within and along the boulevards adjacent to the linear park, Gallatin Green, the stormwater detention basins, and the pocket parks. Mowing and trimming shall be provided as needed during the active growing season.

During each visit, the maintenance contractor will also ensure that the inlets and outlets to the stormwater detention basins are unobstructed will remove any trash from the parks and open space.

Trees and Shrubs

The maintenance contractor shall provide maintenance to the trees and shrubs within the parks, open space and boulevards including pruning, watering and fertilizing as needed. Shrubs along the edges of the parks located in Baxter Meadows shall be pruned annually to maintain a maximum height less than 4 feet. The shrubs within the parks will be primarily irrigated by the sprinkler system.

The trees within the parks, open space and boulevards will be irrigated by an automatic irrigation system. The typical irrigation requirement for these trees will be 6 inches of water per tree every two weeks from the middle of June to the middle of September. During periods of unusually dry weather, an additional 2 inches of water per tree shall be provided. During periods of adequate precipitation less frequent or intense irrigation will be acceptable.

Sprinkler System Maintenance

The maintenance contractor or a sprinkler system contractor shall provide maintenance to the automated sprinkler system. At a minimum, the contractor will test and inspect the system in the spring to ensure all lines and sprinkler heads are functioning properly and the contractor will blow the water out the systems in the fall. The contractor will provide additional maintenance as required.



Wood Chip Mulch Maintenance

The maintenance contractor will maintain the wood chips within the shrub beds. The wood chips will be raked level during each mowing event. The contractor will also be responsible to ensure that a minimum chip depth of 9 inches is maintained within the protective areas.

Raking/Fall Maintenance

The maintenance contractor will rake and remove leaves from the parks and open space in the fall. Other materials including fallen branches and trash accumulated in the shrubs will also be removed.

C. Snow Removal

The HOA shall retain a snow removal contractor to shovel and/or plow snow from the sidewalks adjacent to parks, open space, common areas and alleys. Specifically, the contractor shall maintain the sidewalks along the east side of the linear park between Baxter Lane and Deadman's Road and the sidewalks within the pocket parks and the stormwater detention basins. The snow removal contractor will also ensure that the inlets and outlets to the stormwater detention basins are unobstructed.

D. Stream/Ditch Maintenance

The stream/ditch along the east side of the Equestrian Center and through the linear park shall be maintained to ensure the flow of water is not inhibited. The maintenance contractor shall be responsible for maintenance during the period of May through October. The snow removal contractor shall be responsible for maintenance November through April. Trash and debris including fallen branches, leaves, and excessive vegetative growth shall be removed and disposed of off-site. The inlets and outlets of culverts shall be cleared of all debris. Mowing will not be required on a regular basis.

E. Playground Equipment Inspection

The HOA shall have all playground equipment inspected annually and have an inspection report submitted to the City of Bozeman Parks and Recreation Department. The HOA shall hire an independent contractor or contract with the City of Bozeman to perform the inspections.

F. Private Streets

The HOA is responsible for maintenance of all private streets within Baxter Meadows including cleaning, striping, repairs and snow removal.



IN WITNESS WHEREOF, this instrument has been executed this 21st day of MARCH, 2003

BAXTER MEADOWS DEVELOPMENT, L.P.

Gerald R. Williams, President

STATE OF MONTANA)
 : ss.
COUNTY OF GALLATIN)

This instrument was acknowledged before me on March 21, 2003, by Gerald R. Williams, as President of Baxter Meadows Development, L.P.

Notary Public for the State of Montana
Printed Name: Kathleen M Thorsen
Residing at: Yellowstone Co
My Commission Expires: 9-13-03



BAXTER MEADOWS

BOZEMAN, MONTANA

PART II



BY-LAWS OF THE BAXTER MEADOWS HOMEOWNER'S ASSOCIATION



2103136

Page: 15 of 47
04/09/2003 01:33P

Shelley Vance-Gallatin Co MT MISC 292.00





Baxter Meadows Development, L.P. is the present owner in fee simple of all the property included within the boundaries of Baxter Meadows Annexation to the City of Bozeman. Baxter Meadows Development, L.P. does hereby adopt the following By-Laws of the Baxter Meadows Homeowners' Association. Baxter Meadows has also adopted and recorded a Declaration of Residential Protective Covenants and Restrictions for Baxter Meadows (the "Covenants"), and the Baxter Meadows Design Review Guidelines and Regulations (the "Design Guidelines") which operate and should be construed in conjunction with these By-Laws.

I. MEMBERSHIP

A. MEMBERSHIP

Every owner of property in Baxter Meadows shall be a member of the Baxter Meadows Homeowners' Association (the "HOA"). Membership shall be appurtenant to and may not be separate from the ownership of any lot subject to assessment. Each lot owner shall be responsible for advising the HOA of his or her acquisition of ownership and his or her current address. Each owner shall be bound by these By-Laws and the duly passed Resolutions of the HOA. The HOA may be incorporated as a non-profit homeowners' association.

B. CLASSES

There shall be two classes of members in the HOA, Class A and Class B members, which are defined as follows:

CLASS "A": Class A membership shall be all lot owners with the exception of Class B members named below. Class A members shall be entitled to one vote for each lot owned. If one or more original lots have been combined, the owner thereof shall be entitled to one vote for each original lot which created the combined lot. When more than one person holds an interest in any individual lot, all such persons shall be members. The vote for such a lot shall be exercised as such owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

CLASS "B": The Class B member shall be Baxter Meadows Development, L.P., who shall be entitled to seventy-five (75) votes. Class B membership shall cease and be converted to Class A membership when 3/4 of the lots being of the original RS and R3 residential lots in Baxter Meadows are sold to third parties. Thereafter, Baxter Meadows Development, L.P. shall become a Class A member and shall be entitled to one vote for each unsold platted lot.

II. OPERATIONS

A. MEETINGS

Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be mailed to all members not less than 10 days nor more than 45 days in advance of the meeting. A general description of the items to be considered at such a meeting shall be contained in the notice. At such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of Class A and Class B members combined shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.



B. DIRECTORS AND OFFICERS

Members of the HOA shall annually elect three (3) Directors from its membership who shall be responsible for the overall operations of the HOA as described herein. The Directors shall also have the power and responsibility of setting an annual budget. Such Directors shall be elected by a majority of the total votes of Class A and Class B members represented in person or by proxy at an annual meeting of the HOA, or in the absence of an annual meeting, at any meeting at which a quorum is present. The Directors shall serve a term of one year, but may be removed from time to time at any regularly called meeting of the HOA by a vote of two thirds (2/3) of the total votes of Class A and Class B members represented at any meeting in person or by proxy at the meeting, provided that a quorum is present, or immediately, upon termination of the Director's membership. Nothing shall prohibit the re-election of any Director for consecutive terms. The Directors are authorized to manage the business of the HOA and are authorized to take such actions as shall be necessary and reasonable to carry out the functions of the HOA. The Directors shall elect a president and secretary/treasurer from among the Directors or the members to serve as the officers of the HOA. The Directors may also elect such other officers as they deem necessary. The duties of these officers shall be established by the Board of Directors.

The initial Board of Directors shall consist of Gerald R. Williams, Claudia Metzler and Jeff Kanning, AIA, who shall serve until new directors are duly elected by the HOA. Gerald R. Williams shall serve as the president of the HOA and Claudia Metzler as secretary/treasurer, until successors are duly elected by the HOA.

C. RULES AND REGULATIONS

The HOA may adopt such additional rules and regulations as shall be reasonable and necessary to carry out its authority and duties under the terms of these By-Laws, the Covenants, or the Design Guidelines, provided that such additional rules and regulations are first adopted by a majority of the Board of Directors and then submitted to a meeting of the HOA for a vote by delivering notice of the meeting together with a copy of the additional rules and regulations to the last known address of each lot owner at least thirty days before the meeting. Additional rules and regulations shall be adopted by a two-thirds (2/3) majority vote of the total votes of all Class A and Class B members represented in person or by proxy at any meeting at which a quorum is present and all members have been notified that such rules or regulations will be up for discussion. Additional rules and regulations shall be effective 30 days after the same are executed and recorded by the Board of Directors of the HOA with the Clerk and Recorder for Gallatin County, Montana, and mailed to each lot owner at their last known address.

III. DESIGN REVIEW BOARD

A. COMPOSITION

The Design Review Board for Baxter Meadows shall initially be composed of Gerald R. Williams, Claudia Metzler and Jeff Kanning, AIA. These members shall serve until twenty-five lots in Baxter Meadows have been conveyed to third parties. After that time, the Design Review Board shall be composed of not more than three (3) members selected by the Board of Directors of Baxter Meadows Homeowners' Association. Two (2) of the members of the Design Review Board shall be members of Baxter Meadows Homeowners' Association, and one (1) shall be a disinterested, outside third party. Each member of the Design Review Board shall serve for a term of one year, unless re-appointed.



Each member of the board shall have one vote. Action approved by the vote of two of the three members shall be the act of the Design Review Board. A written permanent record shall be kept of all action taken by the Board which shall include the date, the action taken, and a short statement of the reason for such actions.

B. ADDITIONAL PROCEDURES AND DESIGN REGULATIONS

The Design Review Board shall proceed in accordance with the provisions of the Design Guidelines, and shall have the authority to adopt construction regulations and such other regulations as shall be reasonable and necessary to exercise its authority and its duties set forth in this Declaration, the Design Guidelines, the Covenants and the By-Laws.

Any additional procedures or design regulations adopted by the Design Review Board shall not be effective until thirty days after mailing a copy of the additions to the last known address of the current site owners.

C. FINAL PLANS

Approval by the Design Review Board neither represents, nor shall the Design Review Board offer any opinion as to whether plans and specifications conform to building codes or State and Local Regulatory requirements. Approval does not include examination for errors or omissions. Appropriate plans shall be submitted to the City of Bozeman for building plan review approval and necessary fees and permits paid for and be obtained.

Approval granted by the Design Review Board for any plans shall remain effective only in the event that construction is commenced within six (6) months of the date of the approval, after which time the approval shall lapse and be of no further force or effect.

D. ADDITIONS, CHANGES, REFINISHING

No additions, changes, (including remodeling) or changes of any portion of the home site except the interior structures of the residence shall be commenced without approval of the Design Review Board. The approval shall be sought by submissions of final working plans and drawings. No preliminary plans need be submitted.

E. CERTIFICATE OF COMPLIANCE

Before any owner may occupy or otherwise use a residence or other structure in the Baxter Meadows, the owner must obtain a Certificate of Compliance from the Design Review Board in the form set forth in the Design Guidelines, acknowledging compliance with the Design Guidelines in the design and construction of any residence or other structure built within the boundaries of Baxter Meadows. A Certificate of Occupancy must also be obtained from the City of Bozeman.

F. COMMUNICATIONS

Communications with the Design Review Board shall be initiated by directing inquiries and submissions to:

DESIGN REVIEW BOARD
Baxter Meadows
P.O. Box 11060
Bozeman, Montana 59719



IV. ASSESSMENTS

A. LEVYING ASSESSMENTS

The Directors shall have the authority to levy assessments on each lot and the owner thereof for the purposes of improvement, repair and maintenance of roads, common areas, snow removal, administration, accounting and legal fees. There shall be three types of assessments: "Annual Assessments", which shall be a pro-rata portion of anticipated expenses for the coming year based upon the budget prepared by the Directors; "Capital Improvement and Compliance Assessments" approved by a two-thirds (2/3) majority of the total votes of Class A and Class B members; and "Emergency Assessments" levied at the discretion of the Directors without submitting the assessment to a vote of the members, in order to rectify and/or address emergencies. Each type of assessment is described below. The total assessment shall be divided and paid equally by the owners of each lot, including unsold lots owned by Developer, regardless of the size of the lot.

The Owner of each lot, hereby covenants and agrees, by the acceptance of a deed therefore (regardless of whether it shall be so expressed in such deed) to all matters set forth in these By-Laws, the Covenants, the Design Guidelines and the Design Board Declaration, and to pay to the HOA such assessments as the HOA shall levy against each lot. No owner shall be entitled to a reduced assessment because such owner does not reside upon the property or does not use the roads or other amenities. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her lot or because he or she believes that these By-Laws are not being properly enforced.

Assessments shall be due and payable within thirty (30) days of the date of the notice of such assessment. An assessment shall be a charge upon the land and shall be a continuing lien upon the property and lot upon which the assessments are made. Each assessment shall also be a personal obligation of the person who is the owner of the property at the time the assessment falls due.

Upon delivery of the notice of assessment to the owner, the assessment shall be a lien upon the owner's lot until paid. The HOA may record a notice of the lien with the Clerk and Recorder of Gallatin County, Montana. In the event of non-payment within thirty (30) days after recording the notice of the lien, the HOA may foreclose the lien in a manner set forth under Montana law for the foreclosure of liens against real property. The recording of the notice of lien shall be notice to all third parties of the assessment outstanding against the lot.

The HOA may bring an action at law against the owners personally obligated to pay the same or may foreclose the lien against the property. In the event of an action to collect a past due assessment, the HOA shall be entitled to recover any or all of the following costs, in addition to the amount of the past due assessment: (1) the costs of filing the lien including interest at the rate of the then prevailing prime rate of interest plus two percent (2%) from the date due; (2) all costs of the action; (3) reasonable attorneys fees incurred in preparation for filing the lien; (4) reasonable attorneys fees incurred in preparing and prosecuting the action.

The sale, transfer or encumbrance of any lot shall not affect the assessment lien or the personal liability of the owner except to the extent such lien is extinguished by Montana law. No sale, transfer or encumbrance shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, provided that if the assessment lien has not been recorded with the Clerk and Recorder of Gallatin County, a good faith purchaser or encumbrancer without actual notice of the outstanding assessment shall take the property free of the lien.



B. ANNUAL ASSESSMENTS

The owner of each lot, including Baxter Meadows Development, L.P. with respect to all unsold lots, shall be assessed annually for a pro-rata portion of anticipated expenses for the coming year based upon the budget prepared by the Directors. After the initial Annual Assessment is set, the assessment against any lot shall not be increased more than 20 percent (20%) per year without the approval of two-thirds (2/3) of the total votes of Class A and Class B members represented at any meeting in person or by proxy, unless the increase is required to comply with a mandatory rule, regulation, or order of municipal, county, state or federal government.

The Annual Assessments provided for herein shall commence as to each lot on the date of closing on the sale of such lot from Baxter Meadows Development, L.P. to a third party. The Board of Directors shall fix the amount of the annual assessment against each lot based upon a budget of the estimated expenses of the HOA for each year. At least thirty (30) days in advance of the due date of each annual assessment, written notice of the annual assessment and the due date shall be mailed to every lot owner at their last known address. The due dates shall be established by the Board of Directors. The HOA shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Directors of the HOA, setting forth whether the assessment of a specified lot has been paid.

C. CAPITAL IMPROVEMENTS AND COMPLIANCE ASSESSMENTS

i) **Capital Improvements.** The HOA may levy assessments for construction or reconstruction or unexpected repair or replacement of a capital improvement or equipment for use consistent with the purposes of the HOA.

ii) **Compliance.** The HOA may levy assessments for purposes of defraying costs, including legal fees to enforce any protective covenant or to exercise any authority or responsibility granted to the HOA, including but not limited to enforcement of all rules and regulations adopted by the HOA, or to pay for the necessary repair or maintenance of a property or residence which an owner has otherwise refused to repair or maintain.

D. EMERGENCY ASSESSMENTS

Emergency assessments shall be levied only to meet the costs and expenses precipitated by a condition which must be remedied promptly to ensure the safe and adequate discharge of the responsibilities of the HOA. This may include items which would otherwise be considered as Capital Improvement and Compliance Assessments, if the Board determines (1) that the capital improvement or compliance action is absolutely necessary; and (2) that circumstances make it impractical to put the matter to a vote of the members due to timing or other constraints. Any improvements or other work required by local, state, or federal agencies which must be completed in a timely fashion and cannot be included in the Annual Assessment for the following year shall also be considered Emergency Assessments.

V. FORECLOSURE AND EXECUTION

As further security for payment of assessments levied by the HOA, the HOA may, in addition to foreclosing upon the lien as described above, execute upon a judgment through all remedies provided at law and equity, including sale of the liened parcel in accordance with the laws of the State of Montana. At such a sale, the HOA may bid upon and acquire such lot.



VI. ACCUMULATION OF REMEDIES

All remedies provided under the Covenants, these By-Laws, and the Design Guidelines, as well as all of the rules and regulations of the HOA and remedies and authority granted to individual owners to enforce covenants shall be cumulative and shall be in addition to, and not in substitution of, all other rights and remedies which the HOA may have under law.

In addition, any owner, Baxter Meadows Development, L.P. or the HOA, may bring an action for damages for injunctive relief to abate a nuisance, to restrain any threatened or prospective violation or continuing violation of any portion of these By-Laws, the Covenants, or the Design Guidelines. In any such enforcement action, the prevailing party shall be entitled to recover all costs, court costs, costs of discovery and reasonable attorney fees.

VII. NOTICES

Each owner shall register with the HOA, a current mailing address and shall promptly notify the HOA of any change. All notices, demands, and other communication to any owner shall be sufficient for all purposes if personally served or if delivered by postage pre-paid United States Mail, Certified, return receipt requested, addressed to the owner at the last mailing address registered with the HOA.

VIII. SEVERABILITY

Invalidity or un-enforceability of any provision of this instrument determined by a Court shall not affect the validity or enforceability of any other provision.

IX. NO WAIVER

Failure to enforce any provision, restriction, covenant or condition of these By-Laws, the Covenants or the Design Guidelines shall not create a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

X. AMENDMENT OR TERMINATION

These By-Laws shall remain in effect until amended or terminated which shall occur only upon the affirmative vote of three fourths (3/4) of the total votes of all Class A and Class B members of the HOA.

IN WITNESS WHEREOF, the By-Laws have been executed this _____ day of _____, 2002.

BAXTER MEADOWS DEVELOPMENT, L.P.

Gerald R. Williams
Gerald R. Williams, Director

STATE OF MONTANA)
 : ss.
COUNTY OF GALLATIN)

This instrument was acknowledged before me on March 21 2003 by Gerald R. Williams, as Director of Baxter Meadows Development, L.P.

Kathleen M. Thorson
Notary Public for the State of Montana
Print Name: Kathleen M Thorson
Residing at: Yellowstone Co
My Commission Expires: 9-13-03
20



BAXTER MEADOWS

BOZEMAN, MONTANA

PART III



DESIGN REVIEW GUIDELINES AND REGULATIONS



2103136
Page: 24 of 47
04/03/2003 01:33P

Shelley Vance-Gallatin Co MT MISC 282.00





I **SITE DESIGN REGULATIONS**

The integration of buildings into the landscape of Baxter Meadows is essential to the success and appearance of the community. Site Design Regulations specifically serve to protect and enhance the natural landscape, stream corridors, view sheds and natural habitat.

A. **TOPOGRAPHY AND SITE FEATURES**

1. **Response to Character of Land Form:**

Development Areas shall be designated upon all new sites in order to assure that each building site responds to the existing topography, tree masses and adjacent properties. All site plans must indicate surface drainage patterns.

2. **Relationship to Open Space: Estate Homes**

The Master Plan recognized the importance of trails and open space within the Baxter Meadows community. Buildings shall be located in a manner that preserves the character of the open space within the development. When an entirely open site is developed, buildings shall be organized in a cluster that diminishes the scale and impact of the building in the landscape. In addition, indigenous landscape materials shall be introduced to minimize the exposure of the building. Manicured lawns shall be separated from the established native vegetation with landscape materials.

3. **Stream Corridor Protection:**

All buildings and improvements shall maintain a minimum setback of 50 feet from the annual high water line of all streams, rivers, creeks and water courses within all development districts of Baxter Meadows. Uses within the stream setback shall be limited to planting of native riparian vegetation, maintenance of existing non-native vegetation, and the control and maintenance of noxious weeds. The removal of existing native vegetation within the stream shed protection area is not permitted. Refer to the Declaration of Protective Covenants as to Wetland Areas for full requirements.

4. **Driveways & Parking:**

Site access, when entered from the street, shall be perpendicular to the street. Parking areas and garage doors shall not be the primary visual element of any residence. Landscaping materials shall be used to diminish the impact of the entry to the garage. All parking shall be within the lot boundary, off public and private rights-of-way. No driveway or access shall be allowed to encroach into the side yard setbacks other than those on shared driveway easements filed of record.

The construction and maintenance of all driveways and culverts shall be responsibility of the owner. Driveways and parking areas shall be crowned and sloped for adequate drainage and safety.

Driveway and parking surfaces shall be constructed of concrete paving units, stone cobbles, asphalt or concrete. Any other material shall be approved by the BMHOA. Materials shall restrict weed growth and maintain a clearly defined



edge between the landscaped area and the driveway surface. Materials shall withstand deterioration from winter snow plowing and erosion.

Driveways shall be limited in width to 14 feet minimum and 16 feet maximum at the intersecting street. Drives can be expanded to 24 feet at turn-around areas and parking structures. Maximum driveway grades shall not exceed 1:20 for the first 20 feet from the roadway, and shall not exceed 1:10 slope beyond.

5. Privacy Screens and Retaining Walls:

Privacy screens may be used in conjunction with a hot tub or sunning deck. The screening shall be consistent with the overall design, construction and materials of the existing building. Privacy screens shall not be taller than the edge of the roof eaves, and shall not be longer than 16 feet in uninterrupted length.

Retaining walls shall be an integral part of the overall design of the site and building. Retaining walls shall not be greater than 4 feet in height, or 24 feet in uninterrupted length. Retaining walls can also be used as a screening device to obscure service areas such as the view of a driveway from the main road. Retaining walls shall be constructed of wood, stone, or approved masonry products, and shall blend into the contour of the existing landscape.

6. Walkways, Paths and Trails:

Walkways, paths and trails introduce places for pedestrians within the built and natural environment. The size and character of such paths shall respond to the surrounding buildings and site in the form of material, scale and configuration. Paving units, stone, textured or exposed aggregate concrete and wood shall be the only acceptable materials. Detailed drawings of paths shall be required as a part of the Final Plan review requirements.

B. UTILITIES AND SITE DETAILS

1. Utilities:

All utilities (natural gas, electric, telephone and television cable) shall be installed underground. No antenna or satellite dish shall be installed on any structure or lot so that it is visible from any street. 18" satellite dishes shall not be required to be screened from adjacent lots. Larger satellite dishes are not permitted.

Meters shall be placed in a location so as to be accessible to the meter reader and yet not visible from adjoining roadways. All conduit wires servicing the meter are to be beneath the exterior wall sheathing or enclosed. Meters, transformers and other utility boxes shall be concealed with landscaping.

2. Radon:

Radon gas is a hazard found in all soil types throughout the country, and should be anticipated in Baxter Meadows. The owner and architect shall contract an EPA certified installer who shall be responsible for introducing mitigation measures into the design of the building, conducting appropriate tests for radon, and activating the system if necessary.



3. Wood Storage:

Firewood shall be stored outdoors shall be stacked in an enclosed area, such as a garage, covered porch, or structure designed for the storage of wood. Such structures shall be architecturally compatible with the material and color of the primary structure, and shall be integrated into the design of the building.

4. Garbage and Refuse Disposal:

Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, compost piles or storage piles shall be screened or concealed from view of other dwellings and Common Areas. Sanitary containers may be placed for collection only on collection days.

C. LANDSCAPE CONTROLS FOR BUNGALOW, VILLAGE, TRADITIONAL HOME STYLES, CONDOMINIUMS AND LIVE/WORK UNITS

1. Definitions:

Caliper: The diameter of the trunk measured six inches above ground level up to and including four inch caliper size, and measured twelve inches above ground level if the measurement taken at six inches above ground level exceeds four inches. If a tree is of a multi-trunk variety, the caliper of the tree is the average caliper of all of its trunks.

Corner Lot: A lot located adjacent to two public streets where those two streets intersect at a perpendicular angle.

Mulched Bed: An area within a yard with no turf and 3" minimum depth landscape mulch. Landscape mulches include but are not limited to river rock (typ) or landscape bark (typ) etcetera.

Yard: A space on the same lot with a principal building, which is open and unoccupied from the ground upward or from the ground downward other than by steps, walks, terraces, driveways, lamp posts and similar structures, and unobstructed by structures.

Yard, Front: A yard extending across the full width of the lot between two side lot lines the depth of which is the least distance between the street right-of-way and the front building line.

Yard, Rear: A yard extending across the full width of the lot between the two side lot lines and between the rear line and a parallel line tangent to the rear of the principal building and the depth of which is the least distance between the rear lot line and the parallel line.

Yard, Side: A yard extending between the front building line and the rear building line, the width of which is the least distance between the side lot line and the nearest part of the principal building.



2. Installation:

*Note: Baxter Meadows Development when used in the following paragraphs represents the current development L.P. Beginning with 75% property sales, the responsibilities of Baxter Meadows Development becomes those of Baxter Meadows Homeowners Association (HOA) as described in the Declaration of Residential Protective Covenants and Restrictions for Baxter Meadows.

Street Trees: Baxter Meadows Development shall control the installation of street and boulevard trees.

Sodding:

Bungalow and Village Style Home: Sodding of front and side yards to fences and in any property right-of-way shall be the responsibility of Baxter Meadows Development. In the case of corner lots where no fences occur, the sodding shall extend to a point 10' into the side yard from the front yard.

Traditional Style Homes: Sodding of front yards and in any property right-of-way shall be the responsibility of Baxter Meadows Development.

Condominiums and Live/Work Units: Sodding of front, side and rear yards as well as any property right-of-way shall be the responsibility of Baxter Meadows Development.

On any yards where sodding has not been provided by Baxter Meadows Development, the homeowners are responsible for sodding or seeding within one (1) year of property purchase.

Mulched Beds:

Bungalow, Village and Traditional Style Homes: Front yards will be installed with 4-8 shrubs within a mulched bed and shall be the responsibility of Baxter Meadows Development. Homeowners are encouraged to install similar beds in rear and side yards to reduce water and mowing damage to the architectural siding.

Traditional Style Homes: Front yards will be installed with 4-8 shrubs within a mulched bed and shall be the responsibility of Baxter Meadows Development. In addition, each home will have a 18"-24" min. wide mulched bed around its perimeter in the rear and side yards to reduce water and mowing damage to the architectural siding.

Condominium and Live/Work Units: Front, rear and side yard landscaping shall be the responsibility of Baxter Meadows Development. Each unit will have 18"-24" min. wide mulched bed surrounding its perimeter to reduce water and mowing damage to the architectural siding.

All property owners may further plant shrubs on their properties in mulched bed areas given that shrubs do not exceed the width of mulched bed area. Shrubs must be planted within a newly established mulched bed a minimum of 6" diameter wider than the mature diameter size of the shrub planted. Perennials

and annuals may be planted within mulched beds provided they are within bed edges by 6" or more and are 6" or more away from architectural structures.

Trees:

Each homeowner with the exception of Condominium and Live/Work Property owners, shall be responsible for the installation of one 1.5" minimum trunk caliper shade tree within 18 months of purchasing property in Baxter Meadows. Recommended species include: Ash (Fraxinus), Honeylocust (Gleditsia Triacanthos), Linden (Tilia), Locust (Robinia Pseudoacacia), Maple (Acer), Mountain Ash (Sorbus Aucuparia), Oak (Quercus), Walnut (Juglans Nigra).

Trees installed by homeowner are to be planted within property lines.

Bungalow and Village Style Home: Trees must not be planted in front yards where they may conflict with utility lines. Trees must be located in back yard areas in designated Landscape Pods.

Traditional Style Homes: Will be allotted (3) small shade trees of 1-2" caliper or one 5' high conifer (evergreen) by Baxter Meadows Development, L.P. The required installation of a shade tree within 18 months of purchasing property in Baxter Meadows may be substituted for one non-canopy tree (evergreen/conifer). The non-canopy tree must have a min. height of 5'. Heights are measured from the top of the root ball to the plants highest point. Trees installed by homeowners may be planted in front, side or rear yards as long as they are not in conflict with the utility lines and are on the owner's property.

3. Maintenance:

Maintenance includes lawn care, irrigation and weed control. Mulched beds shall be weed controlled by a consistent spray regime or manual weeding. Pesticides, herbicides, fertilizers, etc. If used shall be applied in strict accordance with the manufacturer's instructions and all applicable laws and in accordance with USDA and the EPA.

Bungalow and Village Style Homes: Every homeowner shall be responsible for the care of his or her lot excluding front and side yards up to fence lines where Baxter Meadows Development will be responsible for maintaining. In the case of corner lots where no fences occur, the maintenance by Baxter Meadows Development shall extend to a point 10' into the side yard from the front yard.

Traditional Style and Estate Homes: Every homeowner shall be responsible for the care of his or her entire lot excluding only the street right-of-way.

Condominiums and Live/Work Units: Baxter Meadows Development shall be responsible for the landscape maintenance of each property including the right-of-way.

4. Irrigation Installation and Maintenance:

Baxter Meadows Development shall be responsible for the installation of irrigation systems within the areas described below:



Bungalow and Village Style Homes: Baxter Meadows shall install and maintain irrigation systems in front yards, right-of-ways, boulevards and side yards from the front yard to fence line. In the case of corner lots where no fences occur, the irrigation shall extend to a point 10' into the side yard from the front yard.

Traditional Style Homes: Baxter Meadows shall install and maintain irrigation in front yards and right-of-ways.

Estate Style Homes: Baxter Meadows shall install and maintain irrigation in front yards and right-of-ways.

Condominiums and Live/Work Unit: Baxter Meadows shall install and maintain Irrigation in front, side and rear yards as well as right-of-ways.

Irrigation systems controlled by Baxter Meadows Homeowners Association will be separately metered.

5. Landscape Controls for Estate Style Homes:

Installation:

Street Trees: Baxter Meadows Development shall control the installation of street and boulevard trees.

Sodding:

Estate Style Homes: Sodding of front yards and in any property right-of-way shall be the responsibility of Baxter Meadows Development.

On any yards where sodding has not been provided by Baxter Meadows Development, the homeowners are responsible for sodding or seeding within one (1) year of property purchase.

Mulched Beds: Each home shall have 18"-24" min. wide mulched bed surrounding its perimeter to reduce water and mowing damage to the architectural siding.

All property owners may plant shrubs on their properties in mulched bed areas given that shrubs do not exceed the width of mulched bed area. Shrubs must be planted within a newly established mulched bed a minimum of 6" diameter wider than the mature diameter size of the shrub planted. Perennials and annuals may be planted within mulched beds provided they are within bed edges by 6" or more and are 6" or more away from architectural structures.

Trees: Trees installed by homeowner are to be planted within property lines.

II. BUILDING FORM REGULATIONS

The intent of the following building design regulations are to develop architectural unity within the districts of Baxter Meadows while allowing for the vitality of individual expression.

A. **BUILDING HEIGHT**

1. **Residential Buildings:**

Building heights within all residential areas of the BMHOA shall be limited to a maximum of 38 feet except areas designated for Live/Work units shall be limited to a maximum of 55 feet. Building height shall be measured from the highest ridge to the adjacent grade.

On complex buildings with multiple heights, the building height shall be determined by calculating the highest ridge line of the building, and measuring to the average of the highest and lowest finished grade. The final elevation of the finished surface materials, whether soil, paving, or decking shall be indicated as the finished grade, and shall be shown on the Architect's drawings.

With the approval of the BMHOA, chimneys, cupolas, and other architectural features may exceed the given height limitations by no more than 4 feet.

B. **ROOF FORM**

The architecture within Baxter Meadows shall complement and respond to the natural qualities of Bozeman. The consistency and compatibility of roof shapes, pitches and materials will contribute significantly to the continuity of the character of Baxter Meadows. The following design regulations have been developed to allow for distinct building forms while addressing the character of the entire community. Exterior walls shall not exceed 40 feet in length without a change of orientation such as the introduction of dormers, projected bays, or recesses greater than 2 feet. When refining roof forms consideration shall also be given to the prevention of excessive snow build-up and snow shedding.

1. **Shape and Pitch:**

When examining roof shapes and pitches for buildings within Baxter Meadows, designers should consider the simple shapes and pitches of buildings found within traditional neighborhoods. Gable, hip, and modified hip roofs shall be the only acceptable roof forms. Shed roofs shall not be major roof forms. Mansard roofs, pseudo-mansard roofs, curvilinear roofs, and A-frame roofs shall not be allowed for any roof form.

Variation in orientation of the dominant roof form is essential to the successful design of large buildings. Dominant roof forms shall not exceed 40 feet in length without a change in orientation or introduction of dormers.

Within all Development Areas roof slopes shall be a minimum of 6:12 and a maximum of 12:12. Secondary roofs may be gable, shed, hip, and modified hip roofs with pitches not less than 4:12 when attached to major building forms. Such roof forms shall be integral to the building or roof form.

The BMHOA reserves the right to waive the minimum or maximum roof pitch requirement when, in its sole judgment, a lower or steep roof pitch is more appropriate for the design of a building, and does not compromise the integrity of the development district. This privilege may be exercised by the BMHOA without



relinquishing its right to enforce the minimum or maximum requirements on other projects.

2. Entry Definition, Overhangs & Fascia:

Snow in the Bozeman area often builds up on roof surfaces and slides off at irregular intervals. Such slides can damage property, decks, balconies and even injure people. No roof without adequate protection from snow slides shall slope toward driveways, sidewalks, porches, decks, balconies or any other areas that may be damaged or cause injury through the shedding of snow or ice from the roof.

Entrances shall be specifically expressed and protected with adequate overhangs. All roofs shall have overhangs of at least 16 inches. All fascia materials shall be a minimum of 6 inches.

3. Dormers and Secondary Roofs:

Dormers and secondary roofs are often necessary to add interest and scale to major roof areas and to make habitable use of the attic space within the roof. Dormers and secondary roofs shall be gable, shed, hip, and modified hip roofs and may be stacked in multiple forms.

4. Skylights and Solar Collectors:

When designing the location of skylights, consideration shall be given to both the interior and exterior appearance of the unit. Locations shall 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 shall be of high quality, insulated, double pane construction.

Solar collectors shall be integrated into the overall roof design, and shall be placed flush with the slope of the roof or wall of the building.

5. Chimney Composition, Proportion and Materials:

Chimneys, flues and vents can be used to create visual contrast to the dominant roof forms of the buildings within Baxter Meadows. All flues shall be enclosed with a chimney cap and fitted with a spark arrestor. No exposed metal or clay flues shall be allowed. All chimney forms shall relate to the overall building and shall be covered with stone, stucco or wood siding materials to match exterior finishes of the building.

Building vents and flues for such functions as ventilation and exhaust shall be consolidated into enclosures wherever possible and shall typically be concealed from public view. Place roof penetrations on the rear side of the house whenever possible. All exposed metal shall be painted in a color compatible with the color scheme of the house. Attic openings, soffit vents, foundation louvers, or other direct openings in outside walls, overhangs or roofs shall be covered with non-combustible, corrosion-resistant metal mesh.



C. **EXTERIOR WALL FORM**

Exterior Wall surfaces shall be no longer than 40 feet in length without the introduction of a minimum 4-foot recess, 4-foot projection or change in orientation. Two story exterior wall forms shall be interrupted by minor roof forms.

III. **MATERIAL AND DETAIL REGULATIONS**

When choosing materials for buildings in Baxter Meadows, architects should select materials of an appropriate quality and durability in an often harsh northern environment. Synthetic and composite materials which conserve valuable wood resources should be considered whenever a building owner is contemplating opaque finishes or high maintenance areas. The use of materials and colors for all structures in the development districts shall blend into the surrounding site.

The following are the only allowable materials in Baxter Meadows:

A. **ROOF MATERIALS**

Durable roof materials capable of withstanding the freeze thaw cycle of the environment are required. Cold roof systems with adequate ventilation and insulation are recommended. **All roof materials shall carry a Class A or B rating.**

The following are the only acceptable roof materials:

- Treated wood shakes or shingles
- Synthetic shakes and shingles
- Natural and synthetic slate shingles
- Asphalt random tab shingles
- Pre-finished metal roofing
- Other similar materials, as allowed by the BMHOA
- 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.

B. **EXTERIOR WALL MATERIALS**

The character of the building exterior shall be kept simple in order to harmonize and compliment the surrounding environment of the site. Natural materials and subdued colors shall be used on the main body of the building. Exterior trim can be more colorful and may contrast with the main body in order to add visual interest to the predominant neutral tones.

Full scale samples of all exterior building materials, including window samples are required in the Final Plan Review.

The MBHOA shall consider materials not listed below that maintain the aesthetic continuity of Baxter Meadows, including pre-finished composite wood products and synthetic siding materials.



1. Stonework:

Rock shall be natural or synthetic stone materials. Dry stack settings with minimal exposed mortar are preferred. Stonework shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance. Detailed drawings of all exterior stonework shall be required as a part of the final plan submittal.

2. Concrete/Stucco:

Exposed concrete foundation walls between ground level and exterior wall siding shall be a maximum of 8 inches. Foundation exposure over 8 inches shall be finished with synthetic textured stucco (stained a subdued color in harmony with the building), stone, or treated wood.

3. Wood and Wood Product Siding:

Smooth or rough sawn wood siding and approved composite wood products shall be the only acceptable exterior wood sheathing materials. All wood siding shall be painted or stained with an opaque stain. Other wood product siding will be considered by the BMHOA on a case by case basis.

4. Shingles:

Natural and synthetic shingles shall be used only as accent or detail materials within the composition of exterior finishes. Shingles shall not be the dominant exterior material on any building.

5. Natural Log:

Natural log materials shall be milled or assembled with irregular lengths and diameters. Prefabricated log homes, including prefabricated kit homes of any type, shall not be allowed.

C. EXTERIOR WINDOWS AND DOORS

1. Scale, Composition and Proportion:

Windows and doors shall be of a consistent size, shape and orientation throughout a given building. Window and door patterns and reveals shall be carefully studied to create interest and variety.

Large scale windows and doors shall be recessed or trimmed a minimum of 6 inches in exterior wall surfaces. Uninterrupted bands of windows and doors shall not be allowed in any building. Window and door locations shall be carefully considered to avoid being obscured by accumulating snow.

2. Solar Orientation and Exposure:

The design and location of exterior windows shall respond to the solar orientation of the building. The following energy considerations shall be addressed in the building design:



- Double or triple glazing
- Neutral density gray solar tinting
- Openings caulked around windows and doors
- Weather-stripping
- Storm windows
- Entry Vestibules

3. Materials:

Windows and doors shall be constructed of natural, stained or painted wood, or pre-finished aluminum, enamel or vinyl cladding. All glazing shall be framed in walls of stone, stucco or wood. Glass curtain walls shall not be approved in any circumstance. Mirrored glass shall not be used.

Glass storm panels, set within the window sash, may be used within divided-light windows, provided that the storm panel is installed on the interior side of the window. Divided light glass must be authentic appearing.

4. Garage Doors:

Garage doors shall not be oriented toward the street, and shall be de-emphasized in the elevation of the building and screened. Garage doors should be the same color as the building, and shall not be lighter in color than the building.

D. DECKS, BALCONIES, TERRACES AND PORCHES

1. Design:

Decks, balconies, terraces and porches shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Covered decks, projecting balconies and bay windows shall be integrated with, rather than randomly placed 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. No deck, balcony or porch shall be used for the storage of any items except normal furniture. No exterior carpeting may be used if it is visible from any neighboring lot or the street. All railings shall be wood or approved wood-like material finished to be compatible with the color scheme of the house.

2. Materials:

Low level decks shall be skirted to grade, while providing proper ventilation and access. 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 shall not be allowed. Posts shall be a minimum of eight inches square, and shall be paired together to diminish a thin visual appearance. The dimensions of two-story columns shall be increased to account for the great height. Materials and colors shall be consistent with the building and surrounding landscape.



E. BUILDING COLOR

Exterior color schemes throughout Baxter Meadows shall emphasize the natural tones of the surrounding natural environment and those of a traditional neighborhood development. Large exterior wall surfaces shall be painted or stained with natural tones. Trim and other accenting details of the building may be of a brighter intensity and contrasting color scheme. Color schemes shall emphasize the contrast between the basic wall surfaces and accented details. All exterior color schemes shall be reviewed by, and approved by the BMHOA as a part of the Final Plan Review and Approval.

F. NIGHT SKY REQUIREMENTS

The major street intersections on Baxter Lane must be illuminated with lights that meet the City's standard requirements. In addition, all outdoor lighting (residential, commercial or otherwise) shall be free of glare, and shall be fully shielded or shall be indirect lighting. No lighting shall be beyond a property's lot line. No ranch lights or unshielded lights shall be permitted. No mercury vapor lights shall be permitted. For purposes of this paragraph, the following definitions shall apply:

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



IN WITNESS WHEREOF, the Design Review Guidelines and Regulations have been
executed this _____ day of _____, 2002.

BAXTER MEADOWS DEVELOPMENT, L.P.

Gerald R. Williams, Director

STATE OF MONTANA)
 : ss
COUNTY OF GALLATIN)

This instrument was acknowledged before me on March 21, 2003, by
Gerald R. Williams, as Director of Baxter Meadows Development, L.P.

Notary Public for the State of Montana
Print Name: Kathleen M Thorson
Residing at: Yellowstone Co
My Commission Expires: 9-13-03
20



BAXTER MEADOWS

BOZEMAN, MONTANA

PART IV

□

DECLARATION OF PROTECTIVE COVENANTS
AS TO WETLANDS AREAS

□



2103136
Page: 38 of 47
04/03/2003 01:39P

Shelley Vance-Gallatin Co MT MISC 282.00





I. DECLARATION OF PROTECTIVE COVENANTS AS TO WETLAND AREAS

Baxter Meadows Development, L.P., Montana limited partnership which acquired title as W.B.C., L.P., a Montana limited partnership, of PO Box 11060, Bozeman, Montana, 59771 hereafter the Declarant, does hereby make and declare the following Declaration of Protective Covenants to be placed upon portions of the real property owned by the Declarant more particularly described as Tract 2A, Tract 3A and Tract 4A of Certificate of Survey No. 2202A, located in Section 34, Township 1 South, Range 5 East, and Section 3 of Township 2 South, Range 5 East, Gallatin County, Montana hereafter referred to as the "property".

These covenants shall apply to the protected areas on the property being those areas within 35 feet from the edge of the ordinary highwater mark for streams (or edge of wetland vegetation adjacent to the stream) and the edge of wetland vegetation for wetland buffers. (Refer to City of Bozeman Ordinance 18.50 for further details). In the case of stream buffers, the total protected area will be a corridor of 70 feet plus the width of the surface water (adjust outward as determined by slope modifications and edge of wetland vegetation). These protected areas include wetlands, mitigation wetlands, created lakes, and all waterways/streams as shown on Figure 1 attached hereto, as follows: 1) willow/emergent wetland and mitigated portion of that wetland in the NE¼SE¼ Section 34, Township 1 South, Range 5 East (W-8); 2) spring head and channel (W-3), a tributary of the Baxter-Border ditch and mitigated portion of that wetland in the SW¼NE¼SW¼ Section 34, Township 1 South, Range 5 East; 3) Baxter-Border and Spring ditches, NE¼ Section 3 and S½ 34, Township 1 and 2 South, Range 5 East; and 4) the lakes and connecting stream in the S½ NE¼ Section 3, Township 2 South, Range 5 East.

These Covenants shall attach to and run with the property and shall constitute an equitable servitude upon the property including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved, and shall be for the benefit of each owner. They shall constitute benefits and burdens to Declarant and to all persons or entities hereafter acquiring any interest in the property.

1. The following restrictions shall apply to any protected areas within the property:
 - A. There shall be no construction or placement of buildings or mobile homes, fences, signs, billboards or other advertising material, or other structures, whether temporary or permanent, in the protected areas, (with the exception of signage and/or benchmarks identifying the boundaries of the wetland areas described in Figure 1).
 - B. There shall be no filling, draining, excavating, dredging, mining, drilling or removal of topsoil, loam, peat, sand gravel, rock, minerals or other materials.
 - C. There shall be no building of roads or paths nor any change in the topography of the protected areas.
 - D. There shall be no removal, destruction, or cutting of trees or plants, spraying with biocides, insecticides, pesticides or herbicides (except to control noxious weeds), grazing of animals, farming, tilling of soil, or other agricultural activity within the protected area.
 - E. There shall be no operation of snowmobiles, motorcycles, all-terrain vehicles or any other type of motorized vehicles on the protected areas.



- 2. The City of Bozeman has identified specific zones within the setbacks for native plantings (City of Bozeman Ordinance 18.50 D(2)(g)(i) & (ii). Trails constructed with a non-impermeable surface (e.g. pea-gravel), benches, directional and natural science information are allowed within the 35-foot setbacks (plus adjustments) with permission from the Bozeman City Planning Department.
- 3. These Covenants may be changed, modified or revoked only upon written approval of the District Engineer of the Omaha District of the US Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Montana.
- 4. These Covenants are made in perpetuity such that the present owner and its heirs, successors and assigns forever shall be bound by the terms and conditions set forth herein.
- 5. Determination of invalidity of any portion of these Covenants shall not in any manner affect the other portions or provisions.

IN WITNESS WHEREOF, the Design Review Guidelines and Regulations have been executed this _____ day of _____, 2002.

BAXTER MEADOWS DEVELOPMENT, L.P.

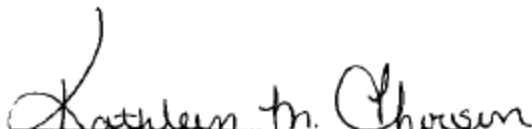


Gerald R. Williams, Director

STATE OF MONTANA)
 : ss
COUNTY OF GALLATIN)

This instrument was acknowledged before me on March 21, 2003 by Gerald R. Williams, as Director of Baxter Meadows Development, L.P.




Notary Public for the State of Montana
Print Name: Kathleen M. Thorson
Residing at: Yellowstone Co
My Commission Expires: 9-13-03
20

BAXTER MEADOWS

BOZEMAN, MONTANA

PART V



APPENDIX



2103136

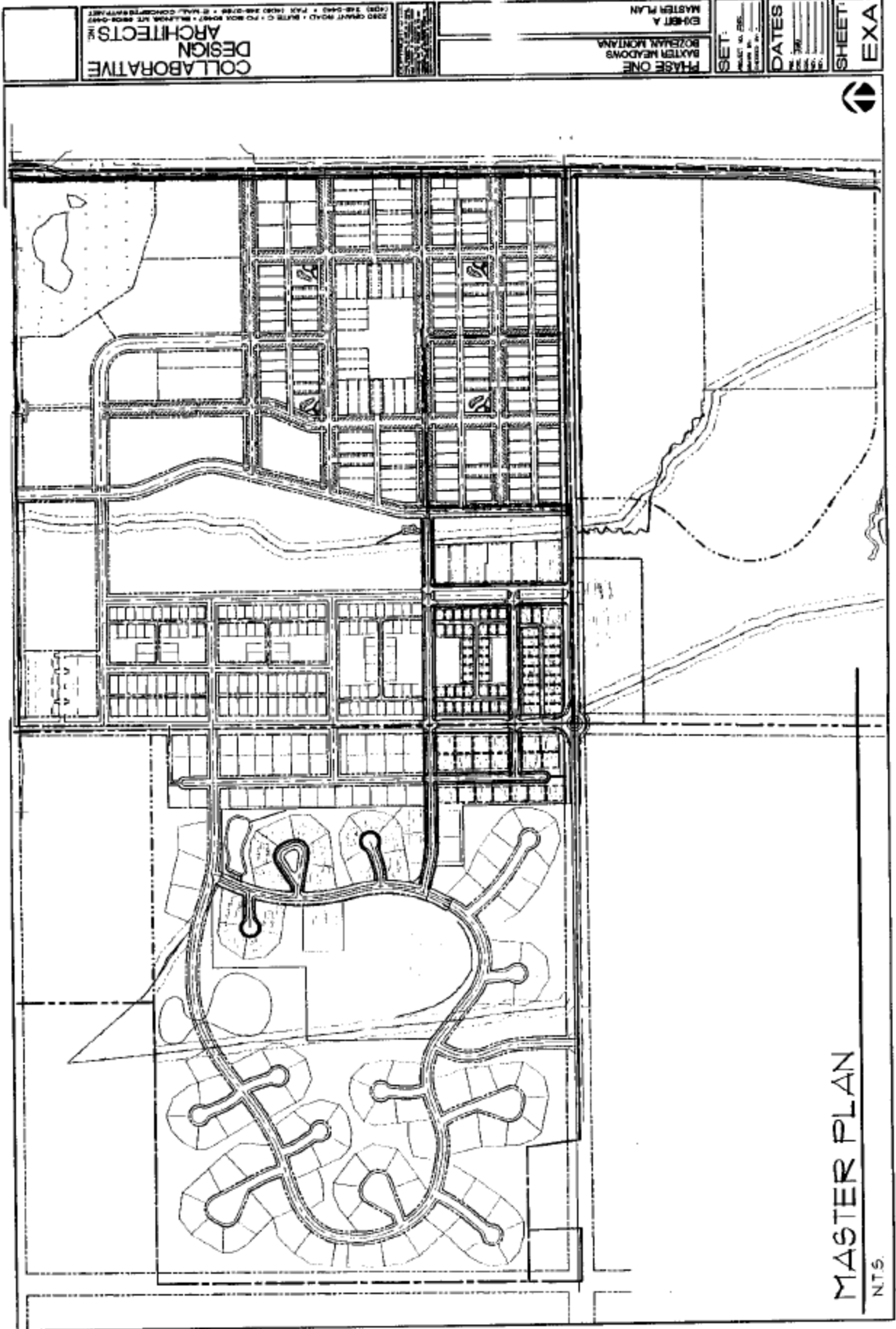
Page: 41 of 47
04/03/2003 01:33P

Shelley Vance-Gallatin Co MT MISC 282.00



2103136
Page: 42 of 47
04/03/2003 01:33P

Shelley Vance-Gallatin Co MT MISC 282.00



MASTER PLAN

NTS

1/4" = 1'-0" (AS SHOWN)

COLLABORATIVE
DESIGN
ARCHITECTS, INC.
2280 GREAT ROAD • SUITE C • PO BOX 9087 • BILLINGS MT 59107-0087
(406) 248-5440 • FAX (406) 248-5788 • E MAIL: COLLAB@CDAA.NET

PHASE ONE
BOZEMAN MONTANA
EXHIBIT A
MASTER PLAN

SET:
PROJECT NO. 03-01
SHEET NO. 42

DATES
DATE: 04/03/2003
BY: [Signature]

SHEET:
EXA





PLAN REVIEW APPLICATION

BAXTER MEADOWS DESIGN REVIEW BOARD

New Construction & Building Alterations:

Project Description: _____

Property Legal Description/Address: _____

Owner's Name: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

If an Agent is submitting on behalf of the Owner, also complete the following:

Agent's Name: _____ Date: _____

Business: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

Plan Review Submittal Requirements:

- Site Plans indicating easements, setbacks, utility locations, water shed corridors, landscape plan, site drainage, parking areas, driveways, snow storage areas, fence details and finished floor elevation.
- Floor Plans and exterior building elevations showing square footage, finished grade, exterior materials, windows, doors, building address location and size, exterior lighting fixture cutsheets, roof pitches and building height.
- Colored elevation or perspective of proposed house.
- Material and finish schedule with samples of all exterior finishes.



VARIANCE APPLICATION

BAXTER MEADOWS DESIGN REVIEW BOARD

In accordance with the Baxter Meadows Review Guidelines and Regulations, application is hereby made for the requested variance described as follows:

Property Legal Description/Address: _____

Owner's Name: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

If an Agent is submitting on behalf of the Owner, also complete the following:

Agent's Name: _____ Date: _____

Business: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

Variance Request Submittal Requirements:

Drawings and Materials as necessary to depict requested variance.

The variance is requested for the following reasons:

SIGNATURE OF OWNER (S)

DATE

SIGNATURE OF AGENT

DATE

APPLICATION APPROVED BY BMHOA

DATE



COMPLIANCE AGREEMENT AND BOND

This Agreement, made and entered into this _____ day of _____, by and between _____, herein referred to as Property Owner, and the Design Review Board of the Baxter Meadows Homeowner's Association, Inc.

1. Property Owner intends to build a building, together with landscaping located at _____ (legal description), Bozeman, Montana, in accordance with the drawings and specifications prepared by _____ (licensed architect), and which building, landscaping, plan and specifications have been reviewed and approved by the Design Review Board on _____ (date).
2. Based upon the review of the foregoing, the parties mutually agree that as security for the performance of the building and landscaping referred to herein, the sum of \$_____ in the form of _____ (check, certificate of deposit, or letter of credit) shall be deposited on behalf of the Baxter Meadows Homeowner's Association at _____ (name of financial institution).
3. The parties agree that the building and landscaping referred to herein shall be completed no later than _____ (date). In the event that this project is not substantially completed in such time, in accordance with the approved plans, subdivision covenants and the BMHOA's Design Regulations, and absent any written extensions of time granted by the Design Review Board, the parties agree that the deposit mentioned in Number 2 above shall be forfeited to the Bozeman Homeowner's Association. If work on the project has ceased or if the project has been abandoned in the early stages of construction, the Design Review Board may elect to demolish the improvements and/or restore the site so as not to be unsightly to surrounding properties. It is further understood that the deposit mentioned above may be withdrawn on the sole signature of the appropriate officer or representative of the Design Review Board, but may not be withdrawn on the sole signature of the Property Owner.
4. The condition of this obligation is such that if the Property Owner shall promptly and faithfully perform the building and landscaping in accordance with the approved final plans, the subdivision covenants, and the Design Regulations, then this obligation shall be deemed satisfied.
5. No right of action shall accrue under this Compliance Agreement or on this Bond to or for the use of any person or a corporation other than the Baxter Meadows Homeowner's Association, its successors or assigns.

In WITNESS WHEREOF, the parties have executed this Compliance Agreement the day and year first above written.

for the Design Review Board

Owner

Date

Date



2103136

Page: 47 of 47
04/03/2003 01:33P

Shelley Vance-Gallatin Co MT MISC 202.00

CERTIFICATION OF COMPLIANCE

BAXTER MEADOWS DESIGN REVIEW BOARD

The Design Review Board of the Baxter Meadows Homeowner's Association hereby acknowledges compliance with the Baxter Meadows Design Review Guidelines and Regulations for the following property:

Property Legal Description/Address: _____

Owner's Name: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

If a Compliance Bond was required, it shall be released to the Owner immediately.

It is hereby understood and agreed that receipt of this Certificate of Compliance does not constitute approval as to compliance with applicable State law, County or City regulations. The Owner or Owner's agent is responsible for obtaining any and all permits required by all governmental agencies pertaining to building occupancy.

SIGNATURE OF OWNER (S)

DATE

for the DESIGN REVIEW BOARD

DATE