



**RESTATED DECLARATION OF RESIDENTIAL
PROTECTIVE COVENANTS & RESTRICTIONS**

This document replaces pp. 4 through 15 of those Covenants recorded on April 3, 2003, as part of document No. 2103136, records of Gallatin County, Montana.

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 apply to Baxter Meadows Phase I being comprised of Tract 1; Block 1, Lot 1; Block 2, Lots 1-6; Block 3, Lots 1-21; Block 4, Lots 1-40; Block 5, Lots 1-13, Block 6, Lots 1-8; Block 7, Lots 1-6; Block 8, Lots 1-13, which property is hereby made subject to the conditions, covenants and restrictions contained herein, which are deemed to run with the land and each and every parcel thereof. 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.
- 5) Baxter Meadows Phase I is referred to as Baxter Meadows.

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 Phase I as further defined above and 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.

13) "Individual residential unit" means any building or portion thereof providing complete, independent and permanent living facilities for one family.

14) "Individual business unit" means any building or portion thereof used by a person, persons or entity for purposes of conducting his, her or its business which includes but is not limited to retail sales, services, and professional offices.

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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 or more contiguous lots may be combined to constitute fewer 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 wells 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 and front yard landscaping shall be subject to advance approval by the Design Review Board and shall be diligently worked on to completion and shall be completed within eighteen (18) months following commencement. Any deviation from the approved plans shall be re-submitted to the Design Review Board for approval. The DRB may establish and collect a fee for the design review process, in accordance with Part III of the By-Laws. 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 dedeed 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.

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N. UTILITY EASEMENT

A 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 Phase I. All owners shall have the right to enter upon for the purpose of excavation, installation, operation, maintenance, repair, and replacement of water drainage systems or structures, water mains, sewers, telephones, electrical conduits and systems, gas mains and lines, communication lines and other public or private utilities (collectively "utility lines") such easements upon written approval of the Homeowners Association.

Vivid Networks will provide high-speed fiber optic connectivity to each residential or commercial building within Baxter Meadows Annexation. This fiber optic cable carries telephone, data, high-speed Internet, television and other signals. Each individual residential unit or individual business unit within the Homeowners Association shall pay a minimum monthly service charge toward Vivid Networks Services as required by the Homeowners Association. At the time of this Declaration, the minimum monthly service charge shall be \$45 per each individual residential unit and \$100 for each individual business unit, which will be invoiced directly to the unit owner by Vivid Networks and will apply to services of the unit owner's choice. These minimum service charges may be amended by the Homeowners Association in accordance with these covenants and the by-laws. Vivid Networks shall use its best efforts to install requested services within a reasonable time after receipt of a service order. Should requested services be unavailable due to delays or other circumstances under Vivid Networks control, the minimum monthly service charge shall be waived on a month-to-month basis until services are available and installed.

Satellite dishes and other communication equipment may be installed upon meeting the requirements elsewhere in these covenants and approval of the Homeowners Association.

Easements for ingress and egress and for utilities shall not be moved, deleted or restricted without the written approval of all affected owners. Any property owner with Baxter Meadows Phase I who causes damage to another owner's property because of its installation, operation, maintenance, repair, or replacement of utility lines shall repair such damage, and incur expenses of such damage, within thirty (30) days.

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.

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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 sightly 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.

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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.

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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, until construction is complete on a Lot(s) at which point the By-Law provision under Part II, Section I, Paragraph B (Classes) shall apply, 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 have been combined, the owner thereof shall be entitled to one vote for each lot in existence after the combination. 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 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 Cattail Street, 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.

The property owners in Phase I are dependent on the sewage lift station and the HOA shall be responsible for financing its proportionate costs of its operation and maintenance, which will be the responsibility of the City. The Declarant shall agree in writing to a surcharge to cover the costs of operating and maintaining the lift station. At such time as the Baxter Meadows Homeowners Association takes ownership and control of all Common Areas, the Baxter Meadows Homeowners Association shall cover its proportionate share of the operation and maintenance costs of lift station.

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 3 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.

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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 13th day of Sept, 2004.

BAXTER MEADOWS DEVELOPMENT, L.P.

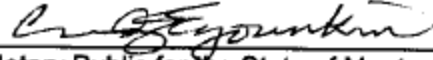


Gerald R. Williams, Limited Partner

STATE OF MONTANA)
 : ss.
COUNTY OF GALLATIN)

This instrument was acknowledged before me on Sept 13, 2004, by Gerald R. Williams, as Limited Partner of Baxter Meadows Development, L.P.





Notary Public for the State of Montana
Printed Name: Cindy E. Younkin
Residing at: Bozeman
My Commission Expires: 9-11-2007