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Charlotte Mills - Gallatin County, MT MISC

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
MEADOW CREEK MASTER SUBDIVISION, BOZEMAN, MONTANA**

This Amendment and Restatement is executed effective this 7<sup>th</sup> day of June, 2010 by the undersigned as follows:

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW CREEK MASTER SUBDIVISION** dated the 21st day of December, 2006 and recorded in the offices of the Gallatin County Clerk and Recorder on December 22, 2006 as Document No. 2251838. The revised **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW CREEK MASTER SUBDIVISION** dated March 29, 2007 and recorded in the offices of the Gallatin County Clerk and Recorder on March 30, 2007 as Document No. 2261149 are also amended and replaced as herein set forth. This Amendment and Restatement supersedes and replaces the original **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW CREEK MASTER SUBDIVISION** and said revised **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW CREEK MASTER SUBDIVISION** as it pertains to the Subdivision as defined below. The undersigned Declarant certifies that this Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Meadow Creek of was duly and properly adopted by the Declarant (as defined hereinbelow).

The property subject to this Declaration is known as "Meadow Creek Master Subdivision, Phase 1" hereinafter referred to as "Subdivision" or as "Meadow Creek". The Subdivision is located on the real property depicted on the site plan attached as Exhibit "B" and as described on Exhibit "A", in the City of Bozeman, Gallatin County, Montana.

The Subdivision is also:

SUBJECT TO existing easements, terms, conditions, obligations, disclosures, reservations, restrictions, conditions shown and delineated in the documents, plats and site plan filed or recorded with the Clerk and Recorder of Gallatin County, Montana, applicable to said real property and subject to zoning ordinances and land use restrictions. Also subject to taxes,

assessments and assessments levied by the county of Gallatin, improvement districts, and sewer and water districts.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and easements for ingress and egress, sewer and water lines, telephone, power, and propane and other utilities and cable services to each dwelling and reserving the non exclusive use thereof to the Lot Owners and a general easement therefore to the Association.

WHEREAS, the Declarant, by and through the within Covenants hereby creates and imposes certain covenants, conditions, restrictions, limitations, and regulations as to the use of the said Subdivision, which Subdivision has been subdivided and platted into Lots of varying types (as set forth more specifically in attached Exhibit "D") which plat has been, or will be, duly filed of record with the office of the Clerk and Recorder, Gallatin County, Montana, and the same is hereinafter referred to as the "Plat";

WHEREAS, the Declarant is developing the land with single family residences, multi-family residences, parks, public and private open space. Meadow Creek will be a community consisting of single family detached, single family attached homes, duplex, triplex and multifamily residences that will combine elements of Craftsman, Prairie, and Bungalow styles which allow for flexibility while at the same time making them ideal styles for compatible contemporary design. The Declarant intends to develop Meadow Creek, Phase 1 and to impose mutually beneficial restrictions and guidelines under a general plan of improvement for the benefit of all of the Lots within Meadow Creek in accordance with the applicable laws of the State of Montana and City of Bozeman.

NOW, THEREFORE, the Declarant does hereby establish, dedicate, declare, publish, and impose upon the said real estate the following covenants, conditions and restrictions which shall run with the land and shall be binding upon, and be for the benefit and value of, the Declarant and all persons claiming under them, their grantees, successors and assigns and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, maintenance and development of the premises and to all improvements placed or erected thereon unless otherwise specifically excepted and shall have perpetual existence unless terminated by law or amended as herein provided. These Covenants shall run with the land herein described and shall bind the Owners and their heirs, successors and assigns.

## **ARTICLE I** **DEFINITIONS**

### **SECTION 1. DEFINITIONS**

The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) in the bylaws shall have the following meanings.

- A. "Architect" shall mean a person registered to practice architecture in the State of Montana.
- B. "Architectural Guidelines" shall have the meaning provided in the preamble of Article VI of this Declaration.
- C. "Architectural Review Committee" or referred to as Design Review Board, ARC or DRB shall mean the committee/board created under Article III of this Declaration.
- D. "Association" shall mean the Meadow Creek Bozeman Homeowners' Association, Inc., and its successors and assigns which shall serve and may be referred to as the Homeowners' Association (HOA).
- E. "Board" shall mean the Board of Directors of the Association.
- F. "By-Laws" shall mean the by-laws of the Association.
- G. "City" shall mean Bozeman, Montana, and its appropriate departments, officials, and boards.
- H. "Common Open Space" shall mean all lands identified as common open space, private open space, private trails, and detention / retention pond as delineated on the final plats of the Meadow Creek Subdivision conveyed to the Association by the Declarant. These lands shall be maintained by the Association for the use and benefit of the Owners.
- I. "Covenants" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.
- J. "Declarant" shall mean Bozeman I, LLC and its successors and/or assigns and the Board of Directors of the Meadow Creek Bozeman Homeowners' Association, Inc., or such other person, entity or corporation who may be, by a recorded document, duly designated as the Declarant.
- K. "Design Review Board" ("DRB" or "Committee") the board created under Article III below.
- L. "Guidelines" shall have the meaning as set forth in Article IV herein.
- M. "Lot" shall mean and refer to only that land so divided into a Lot, tract or parcel that is; (a) depicted in Exhibit "A" or hereafter annexed subject to the Meadow Creek Covenants and ; (b) designed by the Declarant for residential use. The term Lot does not include any portion of the Parks.
- N. "Parks" shall mean all land and interest therein which has or may be conveyed to the City of Bozeman or any other governmental agency, including but not limited to all lands

identified as trails, public parks, or public open space as delineated on the final plats of the Meadow Creek Subdivision. The word "Parks" when used herein in the singular form may refer to a portion of the total Parks delineated on the final plat of the Meadow Creek Subdivision. Any portion of the designated Parks not specifically designated as common open space may be transferred to an appropriate organization subject to the restriction governing the maintenance and improvements of Parks contained herein. Common open space, including the detention / retention ponds, shall remain in the ownership and control of the Association. Parks shall be maintained and improved consistent with the provisions of these covenants governing maintenance of parks and improvements of parks. All Parks are hereby declared to be dedicated to be public use and available for the use and enjoyment of the public.

- O. "Meadow Creek Design Review Board", also referred to as the DRB, shall mean the committee of a minimum of three (3) and maximum of five (5) members who review building proposals pursuant to Article III below and the Guidelines.
- P. "Meadow Creek" shall include all land described in Exhibit "A", together with such other land as may be annexed pursuant to the provisions of these Covenants.
- Q. "Multi-Family Residence/Condominium Unit" shall mean a physical portion of the Subdivision, designated for separate ownership, shown as a condominium unit or Lot or described as a separate parcel separately deeded; each condominium and/or Multi Family Residential Dwelling Unit shall be a member of a Condominium Association and a member of the Meadow Creek Bozeman Homeowners' Association as provided herein or created pursuant to the creation of a condominium.
- R. "Owner" also referred to as Lot or dwelling unit owner, member and home owner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to or leasehold interest in any land which is a part of Meadow Creek, including contract purchasers, but excluding those having such interest merely as security of the performance of an obligation.
- S. "Sub-Association" an association of property owners within Meadow Creek who own condominiums and townhouses and who may be subject to a separately recorded declaration governing the relationship between such Owners.

## **ARTICLE II**

### **LAND SUBJECT TO THIS DECLARATION**

#### **SECTION 1. MEADOW CREEK**

The land depicted in Exhibit "B" attached hereto and described as Meadow Creek Phase 1 (as well as any future phases), shall be held, sold, conveyed, leased, encumbered, occupied and improved subject to this Declaration. The entire Subdivision shall be known as "Meadow Creek".

## SECTION 2. ANNEXATION

The Declarant may, pursuant to the following provisions of the section, from time to time and in Declarant's sole discretion, annex to Meadow Creek all or any part of the land described in future exhibits (not then constituting a part of Meadow Creek) owned by Declarant at the time of such annexation.

1. The annexation of such land shall be effectuated by Declarant recording a declaration describing the land to be annexed; setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such and; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Meadow Creek covenants.

Upon the annexation becoming effective, the annexed land shall become a part of Meadow Creek.

The declaration described in Article II, Section 2a above may include, but is not limited to, providing for the following:

1. A designation of land classifications as provided for by the Declarant;
2. A declaration of restrictions applicable exclusively to a specified area.

Only the land described in Exhibit "A" and that specifically annexed as provided for in this section shall be deemed subject to the Meadow Creek Covenants, whether or not shown on any subdivision map filed by Declarant or described or referred to in any document executed or recorded by Declarant. Nothing herein or in any amendment hereto shall be deemed a representation, warranty or commitment by the Declarant committing the Meadow Creek Covenants and land Declarant may now own or hereafter acquire except that land described in Exhibit "A" or as annexed thereto.

## **ARTICLE III** **ARCHITECTURAL DESIGN REVIEW COMMITTEE**

Meadow Creek, Phase 1 will be a community consisting of one hundred twenty-two (122) single family residential Lots, thirty (30) residential multi-family Lots, and twelve (12) restricted size lots for a mixed-used major subdivision which allow for flexibility while at the same time making them ideal styles for compatible contemporary design. It is intended that these Architectural Guidelines (the "Guidelines") will provide for visual and architectural variety while creating a cohesive neighborhood that is complimentary to the surrounding community.

## SECTION 1. CREATION - MEMBERSHIP

There is hereby created an Architectural Review Committee which is herein referred to as the Meadow Creek Design Review Board (the "DRB"), which shall consist of a minimum of three (3) and a maximum of five (5) persons, initially appointed by the Declarant. The initial members of the Design Review Committee will include Matt Faure with Faure Halvorsen Architects, Kade Embry with Coldwell Banker RCI Realty, and Scott Henderson with Rocky Mountain Bank. On or after seventy five percent (75%) of the homes have been constructed in Meadow Creek, one of the members may be chosen by a majority of the Owners, as shall be determined by the Owners, by notice in writing to the Homeowners' Association. On or after ninety percent (90%) of the homes have been constructed in Meadow Creek, two of the members may be chosen by a majority of the Owners, as shall be determined by the Owners, by notice in writing to the Homeowners' Association. At One Hundred percent (100%) build-out of the project, all of the members shall be chosen by a majority of the Owners. DRB members shall serve three (3) year terms. The DRB may consist of the same persons who are the Board of Directors of the Association and do not have to be an Owner.

## SECTION 2. SELECTION

If no successor is appointed on or before the expiration of an individual member's term, he or she shall be deemed to have been re-appointed for another term. On the death or resignation of an individual member, a replacement shall be selected by the remaining members of the DRB to fill out the unexpired term within sixty (60) days of such termination.

## SECTION 3. PURPOSE

The DRB shall be responsible to enforce the architectural guidelines established herein and adopt such procedures, including the assessments of fines for violations and or deviations from the guidelines, a review process for submitted plans, including a determination of the submittal's completeness, accuracy, and conformity with these Covenants and design review guidelines, as it deems necessary to carry out its functions, which rules, by-laws and procedures may not be inconsistent with the provisions of these Covenants and the architectural guidelines included herein.

## SECTION 4. DESIGN REVIEW BOARD REVIEW

No construction, reconstruction, alteration, remodeling, landscaping, fence, wall or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any Lot until building drawings, plans and specifications (which must have been prepared by a professional, well versed in all construction, reconstruction, alteration or remodeling), and such other information as the DRB may reasonably require, including without being limited to, colors, building materials, plans and elevations, have been submitted to, and approved by, a majority of the DRB in writing; nor may the same be commenced until the DRB shall have issued approval allowing for such improvements. The DRB shall make every effort to complete their reviews within fourteen (14)

days of submission by the Owner. Design submissions shall be made to Rocky Mountain Bank, c/o Scott Henderson, 2901 W. Main Street, Bozeman, Montana 59773, RE: Meadow Creek Design Review Board.

#### SECTION 5. CONFORMITY TO CODES AND CITY APPROVAL

The DRB shall require that all construction comply with the provisions of the following standard codes or their amendments:

International Conference of Building Officials

National Plumbing Code

National Electrical Code

National Fire Protective Association

Bozeman Unified Development Ordinance (the "UDO")

The powers and approvals of the DRB shall be subject to the powers and necessary approvals of the City of Bozeman.

#### SECTION 6. AUTHORITY TO APPROVE

The DRB shall have the authority to reject the materials, designs, and colors submitted with plans, or the plans themselves, if they are not compatible with the rest of the subdivision, or are inappropriate.

#### SECTION 7. VARIANCES

The DRB shall have the authority to grant variances to the house locations, setback requirements, minimum height, minimum square footage, and where, in its discretion, it believes the same to be appropriate and necessary and where the same will not be injurious to the rest of the subdivision or against current building codes or the UDO. The DRB may require the Owner requesting a variance to obtain all approvals from the City of Bozeman prior to construction.

#### SECTION 8. SUBSTANTIAL COMPLIANCE

All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the approval of the DRB must be completed in substantial compliance with the plans and specifications initially approved by the DRB and for which approvals have been issued. All Owners, by purchasing a Lot in the Subdivision, agree to be bound by the provisions of the Guidelines.

#### SECTION 9. ENFORCEMENT

The DRB shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and as more

particularly set forth in Section 8 and shall have the authority to revoke or suspend building approvals and/or order the suspension or cessation of any construction or work for non-compliance of any approvals issued by the DRB. The DRB may assign a portion of its authority and contract with an independent property management service to inspect and enforce all provisions as established in these covenants.

#### SECTION 10. FEES

The DRB may require reasonable fees to be paid with the filing of plans and specifications and the issuance of building approval to defray its expenses and the expenses of inspections and enforcement of these Covenants' provisions.

#### SECTION 11. LIABILITY

The DRB, or the individual members thereof, may not be held liable by any person for any damages which may result from DRB action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance, suspension or enforcement of building permit or any delays associated with such action on the part of the DRB.

### **ARTICLE IV** **DESIGN REVIEW PROCESS**

See appropriate Design Review Guidelines attached hereto as Exhibit "E" and incorporated herein in their entirety by this reference ("Guidelines"). In the event terms of the Covenants and Guidelines are conflicting, the Guidelines shall prevail.

### **ARTICLE V** **OUTDOOR REQUIREMENTS AND LANDSCAPE CONTROLS**

#### SECTION 1. 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, street frontage and Common Areas, Sanitary containers may be placed on the street curb for collection only on collection days and removed that day as soon as possible after collection. Under no circumstances are containers to be left overnight on the street, exposed frontage or side of the house.

#### SECTION 2. LANDSCAPE CONTROLS

One of the goals of Meadow Creek Subdivision is to enhance the landscape and natural surroundings by the planting of trees and shrubs. Landscaping will be required to enhance the aesthetics of the subdivision and as such each Lot will be landscaped and irrigated in its entirety with all Owners required to maintain their property.

Landscape plans must be submitted to the DRB for approval prior to commencement of landscaping project. Landscaping is to be completed by the Owner upon completion of a house (granting of occupancy permit) or as soon as weather permits if construction is during winter months. In any event, landscaping and installation of irrigation systems shall be completed within eighteen (18) months of receipt of approval of plans from the DRB.

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 or landscape bark (i.e. shredded cedar) etcetera, separated or contained by appropriate edging material (aluminum, metal, or similar).

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.

Installation:

Street Trees: The Owner shall control the installation of street and boulevard trees along common areas and park space maintained by the HOA within the subdivision. Owners shall be responsible for the installation and maintenance of street and boulevard trees adjoining their property. Street trees will be placed in boulevard strips at a maximum of

twenty-five (25) feet between trees. Also, all Lots will have a minimum of two (2) street trees regardless of available street frontage.

Sodding and Irrigation: The Owner shall be responsible for sodding all yards upon the completion of each home. All yards will have underground automatic sprinkler irrigation systems installed by the owner. This will include the boulevard strip along the street adjoining all Lots.

Mulched Beds: Every home will have a meandering 24" - 36" minimum wide mulched bed around its building perimeter to reduce water and mowing damage to the architectural siding as well as provide for an enhanced appearance. This mulch bed will be planted with shrubs every three (3) to four (4) feet on center to be based on mature shrub growth size. This shall be the responsibility of the Owner. Foundation mulched beds are encouraged, but not required.

Trees and Shrubs: Trees installed by Owners are to be planted within property lines. Prior to planting, a utility line locator service must locate utility lines. Trees must not be planted in yards where they may conflict with utility lines. Consideration shall be given to the mature size of any trees and shrubs such that at maturity the trees and/or shrubs shall not grow over property lines onto neighboring properties. Species shall be chosen from indigenous varieties which are drought resistant and appropriate to the local climate extremes.

The minimum required installation on a Lot shall be six (6) small shade trees, which once matured shall be of a size appropriate for the size of the lot. Trees are recommended to be of 2" - 3" caliper and between three (3) and six (6) feet in height. Two of these will be evergreen with a height between three (3) and six (6) feet. The placement of these trees shall be balanced along the front, side and rear yards. On RSL Lots this minimum number shall be four (4) trees with one (1) being an evergreen as above. This tree requirement per Lot is in addition to the street and boulevard tree requirement. Suggestions include: Ash, Honeylocust, Linden, Locust, Maple, Mountain Ash, Oak, and Walnut.

#### Maintenance:

Lawns and landscaping shall be maintained in a manner which will not detract from appearance and value of the adjoining Lots or diminish the aesthetics of the subdivision. Every Owner shall be responsible for the care of his or her entire Lot. 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.

Meadow Creek HOA will be responsible for the maintenance of all common areas and park lands.

Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, sidewalks and landscaping of his or her Lot. Such maintenance and repair shall include, without limitation:

1. Maintenance of all parking areas, driveways, walkways and sidewalks in a clean and safe condition, including the paving, repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefore shall, in all respects, be equal thereto in quality, appearance and durability. The removal of debris and waste material and the washing and sweeping of paved areas as required, will also be the responsibility of the Owner.
2. Cleaning, maintenance and re-lamping of any external lighting fixtures except such fixtures as may be the property of any public utility or Meadow Creek HOA.
3. Performance of all necessary maintenance of all landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, replacement of any dead or diseased grass, ground cover, shrubs or trees.
4. Unless the Owner or Occupant personally performs the maintenance required on a Lot, each Owner and Occupant shall contract with the Declarant, HOA or other contractor for performance of all landscaping and Lot maintenance required.
5. The Owners of all unoccupied Lots or Lots under construction will ensure that their Lots are maintained in a satisfactory appearance and grass and weeds are routinely cut to Subdivision standards.

Irrigation Installation and Maintenance: The owner shall be responsible for the installation of irrigation systems as required on each Lot. Landscaping plans or descriptions must be provided to the Design Review Board for approval prior to installation.

Each Lot shall have installed separately metered irrigation systems which are controlled by each individual Owner. Every Owner shall be responsible for the maintenance of their entire system including the street right of way.

Neither the Meadow Creek Subdivision as a whole, nor individual Lot Owners may engage in any action that will interfere with any downstream water user facilities, including but not limited to agricultural water user facilities or irrigation ditches for downstream water rights.

Gardens: All vegetable gardens will be placed in the rear yard only, with no growing of any type of vegetables in the front or side yards.

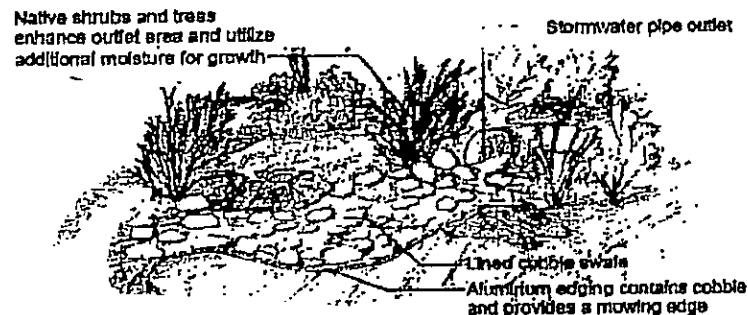
Park and Open Space Maintenance: Park and Open Space Maintenance will be the responsibility of the Homeowners' Association. Maintenance duties performed by the Homeowners' Association, once established, may include spring care, mowing, fertilizing, watering, and

maintaining play equipment, or anything else deemed necessary by the HOA, as outlined below. Until the Homeowners' Association is officially formed, park maintenance will be the responsibility of the Declarant.

1. The control of noxious weeds shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District.
2. Snow: Snow removal within the park will be provided by the HOA.

Storm Water Facilities: The following measures will be taken to ensure that storm water facilities are an aesthetically desirable amenity for the development.

1. Drainage basins shall include landscaped features.
2. Drainage basins in open space corridors or dedicated parkland shall be designed to be integrated into the overall landscape, as if a natural occurrence.
3. Outlet structures shall be screened with vegetation and have cobbled-lined swale to the discharge point.
4. Landscape features installed around drainage basins will not be adversely impacted by drainage flow.
5. All open space areas and associated water course setbacks will remain undisturbed unless otherwise approved by the City of Bozeman Planning Department.



## **ARTICLE VI**

### **ARCHITECTURAL STANDARDS WHICH APPLY TO ALL LOTS**

#### **SECTION 1. REQUIREMENTS**

The following requirements shall apply to all Lots in Meadow Creek.

Zoning Regulations: All Lots within Meadow Creek shall be classified into the following City of Bozeman Zone Code designations per Exhibit "C", "Zoning Exhibit" and carry their

associated allowable uses, Lot areas, coverages, yards, setbacks and heights unless otherwise specified in these Guidelines:

- R-3 (Residential Medium Density District).
- R-4 (Residential High-Density District).
- R-S (Residential District).

Lot Types: Meadow Creek contains the following Lot types within the development per Exhibit "D", "Lot Type Exhibit". Various standards within the Guidelines apply to specific Lot types. The Lot types are described as follows:

1. Lot Type I Standard Single Family Residences
2. Lot Type II Standard Single Family with Accessory Dwelling Units
3. Lot Type III Duplex Lots
4. Lot Type IV Triplex Lots
5. Lot Type V Fourplex Lots
6. Lot Type VI Restricted Size ("RSL") Lots
7. Lot Type VII Residential High Density Lots

Minimum Building Footprint Square Footages: The following above ground minimum, as per first floor footprint, footprint square footages shall apply to all homes constructed in Meadow Creek:

1. Single Family Residence (Lot Type I and II)
  - Single Story Homes, non-park front 1,700 square feet
  - Two Story Homes, non-park front 1,500 square feet
  - Single Story Homes, park front 1,500 square feet
  - Two Story Homes, park front 1,500 square feet
2. Duplex and Triplex (Lot Type III and IV)
  - Single Story Homes 1,200 square feet
  - Two Story Homes 800 square feet
3. Fourplex (Lot Type V)
  - Single Story Homes 1,000 square feet
  - Two Story Homes 700 square feet

Maximum Building Footprint Square Footages on Restricted Size Lots: Restricted Size Lots ("RSL Lots")(Lot Type VI) shall have a maximum square footage of 1,515 square feet allowed (or a floor area to Lot area ratio of 1:3.3) per the UDO Chapter 18.16.030.B.1.

High Density Lots (Lot Type VII) shall be developed per the City of Bozeman UDO Standards.

1. Restricted Size ("RSL") Lots

General: RSL Lots are subject to the home size restriction outlined in the UDO Chapter 18.16.030B.1.

Site Design Criteria: RSL Lots shall be subject to the site design criteria of the Lot Type adjacent to the respective RSL Lot. By way of example, if an RSL Lot is adjacent to a Lot Type I (Single Family), it will be subject to the Site Design requirements of a Lot Type I. In the case where an RSL Lot is adjacent to a different type Lot type on each side, the less restrictive requirements shall govern.

## SECTION 2. COMPLIANCE WITH THE PROVISIONS OF THIS SECTION

Each Owner grants to Declarant and reserves to Declarant, a lien upon the Lot of the Owner to secure the faithful performance by the Owner of the requirements and restrictions contained in these Covenants. If any Owner shall fail to comply with the provisions of this Article or any other requirement for building location, setback, design, landscaping or construction within 10 days after Declarant shall have deposited in the United States Postal system a notice to the Owner of the failure to comply, Declarant shall have the right to cause the necessary work to be done and to have a lien placed upon the land of the non-complying Owner for the reasonable cost of such work plus an additional amount equal to ten percent (10%) of the cost of such work. If within thirty (30) days the non-complying Owner does not pay to Declarant the sum secured by the lien, then Declarant may foreclose the lien in compliance with the mortgage foreclosure laws of the State of Montana for the aggregate of (I) the reasonable cost of such work (II) a sum equal to ten percent (10%) of such work, and (III) all cost incurred by Declarant in foreclosing the lien, including a reasonable attorney's fee. Declarant is in no way precluded from seeking any remedy available to Declarant pursuant to the laws of Montana, including but not limited to immediate, temporary and permanent injunctive relief.

## **ARTICLE VII** **RESTRICTIONS ON ALL LOTS**

The following restrictions on use apply to all Lots within Meadow Creek.

### SECTION 1. ZONING REGULATIONS

The lawfully enacted zoning regulations of the City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance.

### SECTION 2. NO MINING USES

The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

### SECTION 3. NO BUSINESS OR COMMERCIAL USES

No portion of the Subdivision may be used for any commercial or private business use (including sales, daycares or schools), provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of any Improvements, including the Subdivision Improvements, or (b) the use by any Owner of his or her Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or other to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household or is inconsistent with City ordinances. No retail sales of any kind may be made in the Subdivision.

### SECTION 4. RESTRICTIONS ON SIGNS

No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City or temporary signs warning of some immediate danger. Signs indicating that the Lot or improvements are for sale may be placed in accordance with City sign regulations, and no such sign may exceed three square feet. Only one sign per Lot may be placed. No signs will be allowed on any subdivision common areas, streets or boulevards, poles, fixtures, trees or fences. Notwithstanding the foregoing, the Declarant may erect signs within the Subdivision in accordance with City sign regulations during the marketing of the Subdivision announcing the availability of homes or Lots and giving sales information.

### SECTION 5. ADDITIONAL IMPROVEMENTS

No Additional Improvements shall be constructed on any Lot unless such Additional Improvement conforms to all applicable building requirements and other requirements of the City and such Additional Improvements are approved by the DRB.

### SECTION 6. ANTENNAS

All antennas must be mounted on the building and not on the building facia. Any satellite dishes must not be any larger than 18 inches in diameter.

### SECTION 7. NO USED OR TEMPORARY STRUCTURES

No previously erected, used, or temporary structure, mobile home, trailer house, shed or any other non-permanent structure may be installed or maintained on any Lot except as noted in Section 10.

### SECTION 8. NUMBER OF DWELLINGS

Accessory Dwelling unit, Lot Type II may have an accessory dwelling unit as approved by the DRB and conforming to City of Bozeman UDO standards and guidelines. Only one dwelling may be constructed on any other single family Lot. All dwellings shall have an attached or

detached garage for at least two cars except Lot Types III, IV, and VI which require at least a single car garage. Any other structures proposed on any Lot shall require approval by the DRB.

#### SECTION 9. COMPLETION REQUIRED BEFORE OCCUPANCY

No dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City and final inspection of the DRB.

#### SECTION 10. NO OTHER CONSTRUCTION (SHEDS)

No additional Improvements, including but not limited to garages, storage units or sheds, or other out-buildings, may be made to any Lot. Detached sheds are forbidden.

#### SECTION 11. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any land in the Subdivision, except that no more than three (3) of any combination of cats, dogs or other common household pets may be kept; provided, however that they are not kept, bred or maintained for any commercial purpose. No animal may be kept in the subdivision that poses a risk of inflicting injury or damage to any person, other animal or property. All pets shall be kept on a leash at all times when off the Owner's property, including all common areas, parks, open space, water courses, ponds, streets and sidewalks. It is the responsibility of the animal owner to insure that all animal waste is picked up and disposed of properly anytime their animal is off of their property anywhere in the subdivision. Each property Owner shall also maintain their property in a sanitary condition with no animal waste presenting a nuisance (i.e.: smell, odor) or health hazard to any adjoining neighbor or property. Each animal owner will be respectful to their neighbors by insuring that their animals do not present a noise nuisance (i.e.: barking) to any adjoining property. All City of Bozeman ordinances pertaining to animals shall be followed.

Owners must inform and give notice to their contractors that dogs will not be allowed on construction sites at any time and the Owner will be responsible for ensuring this provision is adhered to.

#### SECTION 12. UNDERGROUND UTILITIES

All new gas, electrical, telephone, television, and any other new utility lines installed by the Declarant or its assigns in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction. All structures shall be designed so that the primary source of heat is natural gas or electricity. The use of wood, wood bi-products or coal burning appliances as the major source of heat is prohibited. All wood burning devices except fireplaces shall be fitted with catalytic converters.

SECTION 13. SERVICE YARDS

There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner so that it is not visible from adjoining Lots.

SECTION 14. MAINTENANCE OF SUBDIVISION

All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall commit waste of any kind to his or her Lot or the improvements thereon.

SECTION 15. NO NOXIOUS OR OFFENSIVE ACTIVITY

No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

SECTION 16. NO HAZARDOUS ACTIVITY

No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

SECTION 17. NO UNSIGHTLINESS

No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any dwelling unit or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street.

SECTION 18. NO ANNOYING LIGHTS

No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City or HOA.

SECTION 19. NO ANNOYING SOUNDS

No speakers or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms.

SECTION 20. SEWER CONNECTION REQUIRED

All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All dwelling units must be connected to the sanitary sewer system as defined in building permit. Fees apply, see City Building Department.

SECTION 21. NO FUEL STORAGE

No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

SECTION 22. DRAINAGE

No Owner shall alter the direction of natural drainage from his or her Lot, nor shall any Owner permit accelerated storm run-off to leave his or her Lot without first using reasonable means to dissipate the flow energy.

SECTION 23. VEHICLES RESTRICTED TO ROADWAYS

No motor vehicle will be operated in the Subdivision except on improved roads and driveways. No snowmobiles, ATV's, go-carts or dirt bikes shall be operated within the Meadow Creek Subdivision. (ATV's used for snowplowing of common areas in conjunction with approved contracts will be permitted.

SECTION 24. NO TRANSIENT LODGING USES

The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any dwelling on a Lot shall be for a period of less than 180 days. No dwelling on a Lot shall be subjected to time interval ownership. At no time may any person stay or live in any type of camper, recreational vehicle, tent, trailer or temporary structure that is placed on any Lot or within the subdivision.

## SECTION 25. FENCES

Maximum fence height is five feet (5'). Maximum height for fences in corner side yards shall be five feet (5'). No fences are allowed in required vehicle vision triangles, and the maximum height of landscaping in required vehicle vision triangles is thirty inches (30"). No fences are allowed in front yards unless approved by the DRB.

Rear yards may be fenced with wood such as is approved by the DRB. Rear yard fencing cannot extend past the mid-point of the residence and garage. The front yard shall not be fenced.

Any fence or wall constructed so as to have only one elevation "finished," which shall be defined as not having its supporting members significantly visible, shall be erected such that the finished elevation of the fence is exposed to the adjacent property and street.

Fence design, finish, color and location must be approved by the DRB. Fence designs should have a cap board or if a picket fence, have a flat top or dog-ear cut. No wire, chain link, or vinyl fencing is permitted. Fencing shall be maintained in good condition.

Garden walls and retaining walls visible from nearby streets or public spaces shall match the water table or relate to the residential structure, and shall be built of brick, stone, stucco, shingles, or poured-in-place concrete with a surface texture approved by the DRB. Garden walls should appear as an extension of the building and are encouraged to be of the same building material as the structure. Gates in garden walls shall be made of wood.

In general, kennels are discouraged in favor of the "invisible fence" system. Kennels or dog runs must be placed within the area allowable for rear yard fencing. Kennels shall be integrated into the dwelling (attached) to avoid isolation and to provide as much aesthetic appeal as possible. Kennels shall not be higher than five (5) feet in height and must be built using the same materials as Privacy Screening and Fencing. No kennel or dog run may be placed closer than 20 feet to any dwelling other than that of the Owner of the kennel. Pet houses must be compatible with the Lot Owner's house in color and material and must be located where they will be visually unobtrusive and will have the least impact on neighbors for visibility, noise and smell. Generally, this means away from shared property lines. All kennels and dog runs must be approved by the DRB.

## SECTION 26. NO RE-SUBDIVISION

No Lot may be re-subdivided without the consent of the City and the Meadow Creek Bozeman Homeowners' Association. No re-subdivision of any Lot may result in the construction of any additional dwelling units within the Subdivision. All re-subdivision activity shall comply with state and city codes.

## SECTION 27. STREET TREE PRESERVATION

No street tree installed by Declarant shall be altered or removed, and Owner are required to maintain all street trees on their Lots in good condition and replace any dead or diseased trees installed by Declarant. All new planting of any such tree shall be at least two inch (2") caliper.

## SECTION 28. PARKING RV/AUTOMOBILES

No boats, rafts, trailers, vehicles larger than a standard pick-up, tractors, campers, recreational vehicles, motorcycles, ATV's, snowmobiles, etc. (the HOA may determine if any vehicle type not specifically mentioned here falls in this category) shall be parked or stored on any Lot. No parking shall be permitted of these vehicle types on the public right-of-way (streets) at any time. Boats, recreational vehicles and campers may be temporarily parked on a driveway (without blocking the sidewalk) for no longer than forty-eight (48) hours in a seven (7) day period for the sole purpose of cleaning and preparation (loading and unloading). All automobiles shall be parked in their respective garages, or on the driveways leading to the garage without blocking the sidewalk. No vehicle or automobile may be parked at anytime on other than the driveway or in the garage of any Lot. No parking on the grass, side or rear yard will be permitted. The total number of vehicles permitted for any Lot shall not exceed the number of spaces available in the garage and driveway. No permanent, routine or overnight parking shall be permitted of automobiles or vehicles of any type on streets at any time. There will be no parking of non operational vehicles or automobiles on any Lot at any time.

This policy will be strictly enforced by the HOA. Notice will be given by tagging and attempting to contact the owner of any offending vehicle and at the discretion of the HOA may be towed at the Owner's expense. The HOA will assume no liability for any action or damage as a result of enforcing this policy.

## SECTION 29. SIDEWALKS

Sidewalks, constructed to City of Bozeman standards, shall be installed on all public street frontages of each property, at the Owner's expense, at the time houses are constructed on individual Lots and prior to occupancy of any structure on the property. On a corner Lot, the sidewalk will be constructed along the two sides of the street frontage. Upon the third anniversary (3 years) of the final plat recordation, any Owners who have not constructed their sidewalks shall, without further notice, construct within 30 days, said sidewalk(s) on their Lots, regardless of whether a home is constructed on the Lot or not. The sidewalk must pass inspection by the HOA and City of Bozeman. If the Owner does not complete the sidewalks within the required period, then the HOA shall install the sidewalk(s) and shall recover their expenses from the Lot Owner. The sidewalks adjacent to South 19th Avenue shall be six (6) feet wide, and shall be installed at the time the street improvements are done.

### SECTION 30. ACCESSORY DWELLING UNITS

All accessory dwelling units (ADU) shall comply with City of Bozeman standards as established in the UDO. The principal residence on a Lot with an ADU must be owner occupied in order for the ADU to be rented. The principal residence and the ADU cannot be rented simultaneously.

### SECTION 31. EXTERIOR LIGHTING

All exterior lighting shall adhere to Section III Material and Detail Regulations, Paragraph E Night Sky Requirements as set forth in the Meadow Creek Design Review Guidelines and Regulations.

### SECTION 32. MAIL AND NEWSPAPER BOXES

Individual mail and newspaper boxes will not be allowed. Mail boxes will be clustered at strategic locations to simplify mail delivery and reduce street clutter. Mail box clusters will be of a number and type with the location approved by the local Postmaster. Newspapers will be delivered to the individual porch or doorstep of the home on a Lot.

### SECTION 33. RECREATION, SPORTS AND PLAY EQUIPMENT

Recreation play equipment shall be placed in rear yards. Consideration should be given to Lot size, equipment size and design, and visual screening. Basketball backboards shall not be attached to any portion of the structure. Play structures cannot exceed nine (9) feet in total height. All recreation equipment plans must be approved by the DRB, with consideration as to location, size, impact and noise being reviewed with each application.

### SECTION 34. CONTRACTORS' RESPONSIBILITIES

The Owner of the Lot shall strictly control the Contractors and Subcontractors who are building on the Owner's Lot. No dogs which are owned by the Contractors or Subcontractors are to be allowed on the property at any time. Owners shall be responsible to insure that their Contractors keep the Lot clean of refuse which may blow onto adjoining land. Owners shall be responsible for all actions of their Contractors or Subcontractors while on their Lot or Meadow Creek property.

### SECTION 35. RENTAL UNITS

Owners are allowed to lease their property as provided in Sections 25 and 33. Prior to leasing the property, all proposed tenants must receive a copy of these Covenants and sign an acknowledgment that they understand and agree to abide by these restrictions. The Owner must provide a copy of the Lease Agreement and Acknowledgment to the Board prior to tenants occupation of the premises. It is the Owner's responsibility to insure that the tenants are abiding by all the rules and regulations established by the Association. If tenants fail to comply with all the rules and regulations (which apply to use of the property), the Owner shall be responsible for

any and all fines, liens, and costs caused by tenants. A provision must be in the Lease Agreement stating that if the tenants fail to comply with these Covenants, then the Lease may be terminated with their removal from the property.

#### SECTION 36. SALES OF PERSONAL PROPERTY

The placing of personal property (i.e.: automobiles, boats, trailers, RV's motorcycles or any other similar items) with "For Sale" signs on any street, driveway or common area within the Subdivision is prohibited. Garage or yard sales will be permitted as long as all covenants and city ordinances are followed.

#### SECTION 37. GARDENS

All vegetable gardens will be placed in the rear yard only, with no growing of any type of vegetables in the front or side yards.

#### SECTION 38. BASEMENTS

Due to the potential of high ground water tables in the areas of the subdivision, it is not recommended that residential dwellings or commercial structures with full, partial or walkout basements be constructed without first consulting a professional engineer licensed in the State of Montana and qualified in the certification of residential and commercial construction. The finish floor of all residential structures shall be not less than two (2) feet above the established elevation from the top of curb of the adjoining street.

#### SECTION 39. AGRICULTURAL CONCERNS

Owners and residents of the Subdivision are informed that nearby uses may be agricultural. Owners and residents accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies and machinery noise. The use of standard agricultural practices feature the use of heavy equipment, burning, chemical sprays and the use of machinery early in the morning and sometimes late into the evening. Normal agricultural practices also include the generation of waste water. Owners and residents will provide a method of directing waste water to existing ditch or natural water ways. The Owners and residents waive all rights to protest any and all standard and normal agricultural practices on nearby land.

Owners and residents are informed and are aware that livestock will be located in close proximity to the subdivision. Livestock can be highly unpredictable. All fences bordering agricultural lands shall be maintained by the property Owners, in accordance with state law. However, fences are only a deterrent and occasionally livestock will roam outside of their intended pastures or corral. Owners and residents waive any and all rights to protest damage or inconvenience due to livestock roaming outside of their intended pasture or corral.

Pets shall be strictly controlled by each owner and not allowed to roam at large or harass adjacent landowners or livestock or wildlife.

Owners and residents of the Subdivision are informed and are aware that nearby private agricultural land is neither public land nor park land. Access by individuals or pets is assumed to be denied for any and all activities unless specifically allowed by written permission from the landowner.

#### SECTION 40. EASEMENTS FOR UTILITIES, OPEN SPACES AND SUBDIVISION ROADS

A. Easements for electricity, natural gas, telephone, lighting, water, sewer, waste water treatment facilities and lines, cable television, communication lines and cables and all other utilities or any other service or utility shall be and is hereby reserved for installation and maintenance in, on or under the access roads and utility easements shown on the plat for the benefit of the utility company supplying service to the Lots or open areas and for the benefit of the Owners of the Lots and their successors and assigns, and such easements shall be appurtenant to each Lot.

B. All utilities, cables, pipe, and service lines shall be underground except where they enter the structure.

C. Utility easement areas may be landscaped by Owners so as to enhance their appearance so long as the landscaping does not interfere with the use of the area as an easement.

D. An easement is reserved to the Association and Owners over the roads and open space areas on the property shown on the plat or in recorded documents for access to the Lots and for repair and maintenance of the open spaces and roads.

#### SECTION 41. OWNERS ASSOCIATION

A. An owners association is hereby established, known as Meadow Creek Bozeman Homeowners' Association, hereinafter referred to as the "Owners' Association" or "Association", for the purpose of promoting, developing, maintaining, administrating and operating the Subdivision and the Community Open Space areas, and performing the duties and responsibilities imposed upon the Association in accordance with those Covenants and the laws and regulations of the appurtenant Zoning District, State of Montana and City of Bozeman, and assessing and collecting the costs and expenses of the Association in performing its functions including, but not limited to, administration, recreational facilities, common facilities, fire protection facilities, road maintenance and repair, snow removal, weed control and/or surfacing other common area maintenance, management, legal and accounting. All Owners of real property within the Subdivision shall be members of the Association and shall be bound by the provisions of the Articles of Incorporation, By-laws, Rules and Regulations and resolutions of such Association. The Homeowners' Association may be incorporated as a non-profit, mutual benefit corporation under the laws of the State of Montana by the Directors.

B. Each Owner, including contract purchasers, shall automatically be a member of the Association, and the membership in the Association shall be appurtenant to each Lot. Each Owner shall have one vote per Lot and, in the event of ownership by more than one person or entity, the Owners shall designate one person or entity to be the agent for receiving notices hereunder, and for the purpose of voting. Each Owner shall be responsible for advising the Association, in writing, of their current address and the person designated to vote. The Association shall be deemed to have complied with notice requirements and these covenants by mailing notice to the address of the designated Owner which is on file, in writing, with the Association.

C. The Homeowners' Association shall be governed by a Board of Directors elected each year at the annual meeting of the Association by a majority of members present or voting by proxy, one vote for each Lot. The Declarant shall have the right to appoint the initial Board of Directors to act before the Association is organized and has its first annual meeting. The Declarant reserves the right to appoint the majority of the Board of Directors until 90% of the Lots are sold. The Board shall have the powers and duties necessary to enforce and carry out the Association's functions as set forth in these Covenants and as set forth in the Articles of Incorporation, the By-laws and resolutions of the Homeowners' Association and Board of Directors. The Board of Directors shall have the authority to adopt and enforce rules and regulations for the good of the Owners and shall have authority to enforce the same by adoption of a fine schedule or by legal action, including injunction or restraining order proceedings. Any fines or assessments not paid within thirty (30) days shall become a lien against the Owner's Lot. The Board of Directors shall have the power to levy and collect assessments to pay the costs and expenses of maintenance, operations and enforcement.

D. Assessments shall be levied by the Board of Directors of the Association against the Owners and the Lots within the Subdivision. Assessments shall be billed at such times as the Directors shall determine, and notice of the amounts shall initially be mailed to each Owner. The assessments shall normally be assessed against each Owner equally. It shall be in the Board's sole discretion whether or not to set a different rate for Lots with a home and for vacant Lots. All assessments become due thirty (30) days after the date of mailing. The Association has the authority to impose reasonable charges for interest, not to exceed the legal rate of twelve percent (12%) per annum, and penalties for past due assessments. Assessments shall be based upon an annual budget prepared by the Board of Directors and submitted to the membership in advance of or at an annual or special meeting of the Association, and the budget must have the approval of a majority vote of the Owners present and voting in person or by proxy. Unpaid assessments, upon notice of lien thereof being duly filed of record with the Clerk and Recorder of Gallatin County, shall be a lien against the parcel of real property against which said unpaid assessment was made. Such lien may be foreclosed upon in like manner as a construction lien on real property, which legal proceedings may include the addition of interest, court costs, expenses, and reasonable attorney's fees.

#### SECTION 42. ENVIRONMENT

Every attempt shall be made to preserve and protect the environment indigenous to the area. All areas not utilized as sites for improvements on Lots, where disturbed by construction or any human activity, shall be landscaped and kept mowed with lawns, grass, gardens, flower beds, trees, shrubbery or exterior living areas.

#### SECTION 43. CONSTRUCTION

All construction in or on the premises shall be diligently prosecuted to completion shall in any event be completed within one (1) year of commencement unless specific written extension is granted by the Committee. No construction material shall be placed or stored so as to impede, obstruct, or interfere with pedestrian or vehicular traffic, and no construction materials shall be placed or stored on residential Lots for a period in excess of thirty (30) days following substantial completion of construction as shall be determined by the Committee.

#### SECTION 44. INSTALLATION OF UTILITIES

Each Owner shall share in the cost of installation and maintenance of utilities and the Association may assess each Owner their share. The Owner may be required to pay their share of the costs and utilities directly to the Declarant if the Declarant installs the same at their expense if a Lot is purchased before the utilities are installed. Such assessment shall be a lien upon the Lot until paid.

### ARTICLE VIII ENFORCEMENT

1. In the event of any violation or threatened violation of these Covenants, including rules, regulations and guidelines, the Association may enforce these Covenants by legal proceedings in a court of law or equity, including the seeking of injunctive relief, costs of enforcement, including attorney's fees, and damages. In connection with such legal proceedings or as a separate remedy, the Association may enter upon the property in question and remove, remedy, or abate the violation or threatened violation after first having given proper notice and a reasonable opportunity for the violator to take action himself or herself to comply with these Covenants or to show cause why he or she is not in violation of the same.

2. Notice as required above shall be in writing and shall be served on the person or entity concerned and shall specify the violation or threatened violation, identifying the property, demand compliance with the terms and conditions of these Covenants, and state the action which will be taken is set forth above if the violation is not abated, remedied, or removed. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by mailing a copy to the last known address of the violator and/or posting a copy of such notice at a conspicuous place on the property which is the subject of the violation. Each Owner shall be responsible to maintaining his or her current address with the Association.

3. After delivery of such notice to the Owner, the Owner shall have ten (10) days to respond to the notice and may request a hearing before the Board of Directors, a hearing officer or a committee appointed by the Board of Directors where the Owner shall have an opportunity to appear to deny the statements set forth in such notice and to show cause why he or she is not in violation of these Covenants. The Committee members may be Owners or an independent arbitrator. Such hearing shall be set at a reasonable time, date and place subsequent to the delivery of the request by the property Owner charged with such violation. Such hearing may be presided over by an independent hearing officer appointed by the Board of Directors who shall not be a property Owner in the Subdivision. Following such hearing, the hearing Committee shall rule on whether a violation of these Covenants is found. Each Committee member, including the hearing officer, shall have one vote and a majority shall rule. If a violation has been found to have occurred, the Committee shall give the property Owner a time within which to remedy such violation, not to exceed ninety (90) days. If not so remedied within the specified time, then the self-help abatement or litigation provisions set forth herein may be invoked and pursued.

4. Actual costs, fees, expenses, and reasonable attorney's fees incurred in connection with any hearing or correcting, remedying, abating, preventing, or removing any violation or threatened violation of these Covenants established either through litigation, entry, or self-help following a hearing as provided in hereinabove, shall constitute a claim by the Owner or Association initiating such action against the Owner of the property which is the subject of such violation or threatened violation. No costs or fees shall be incurred by an Owner if no violation is found and in such event the Association or person bringing such charge shall pay for the costs and fees for such hearing and action. If a violation is found to have occurred, the Association or Owner making such claim may file a lien against the subject property in the amount of and for the collection of the fees and costs, including medical costs by filing a verified statement of the lien with the office of the Clerk and Recorder, Gallatin County, Montana. Such lien statement must set forth the names of the claimant, a description of the property, the amount of the claim, the date of the claim, and a brief statement of the manner in which the fees, costs and expenses constituting the claim were incurred. Once filed, the lien shall remain of record as a lien against the property until paid in full or foreclosed in the manner otherwise provided for by law for liens and encumbrances on real property or pursuant to the procedures set forth under Montana law for foreclosure of construction liens.

5. Failure or delay in enforcement of a covenant or a violation thereof shall not be deemed a waiver of the right to enforce such covenant or any other covenant.

#### ARTICLE IX COMPLIANCE

The Owners, residents, lessees, and tenants of the property in the Subdivision shall be in compliance with the laws, rules, and regulations of the City of Bozeman Zoning Districts, Gallatin County or other municipal or governmental entity having jurisdiction over the Subdivision.

ARTICLE X  
AMENDMENT

These Covenants or any portion thereof, except county required covenants which require county approval to amend, may be amended, restated, modified, or supplemented at any time by seventy-five percent (75%) of the votes of the Owners present, in person or by proxy, at a meeting, duly called, including in the Notice of the meeting a copy of the proposed changes; or by the approval, duly signed by the Owners of seventy-five percent (75%) of the votes of the Owners within the boundaries of the Subdivision, based on one vote per Lot. Any modifications or amendments subsequent to the recording of these Covenants shall be effective upon the recording of a Certification by the President and Secretary of the Board of Directors that the required seventy-five percent (75%) of the votes of the Owners have voted in favor of the restatement, modification, or supplement and setting forth the same in writing in the Certification. The Certification shall be under oath and notarized and recorded with the Clerk and Recorder of Gallatin County. A copy of the recorded document shall be mailed to each Owner at his or her last known address. As it relates to this Article, Declarant may vote as an Owner for each Lot Declarant owns.

Declarant may also amend the Covenants during the first twenty (20) years after the Covenants are recorded until ninety percent (90%) of the lots are sold. As of the date of this Amendment, the Declarant has not sold ninety percent (90%) of the lots.

ARTICLE XI  
SEVERABILITY

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

ARTICLE XII  
AUTHORITY

Each of the Declarant, by its signature hereinbelow, hereby represents that it may do so pursuant to due authority.

IN WITNESS WHEREOF, the Declarant certifies that this Amendment is authorized by following parties as the Owners of at least seventy-five (75%) of the Lots in Meadow Creek Master Subdivision.

[SIGNATURES AND NOTARY BLOCKS ON FOLLOWING PAGE]

DECLARANT AND OWNERS:

BOZEMAN I, LLC, a Montana limited liability company

By: [Signature]  
Danny Skarda, its Agent/Manager

State of Montana )  
  :SS  
County of Gallatin )

This instrument was acknowledged before me on the 21<sup>st</sup> day of May, 2010, by Bozeman I, LLC, a Montana limited liability company, by Danny Skarda, its Agent/Manager.

[Signature]  
Jennifer Richards

Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at Billings  
My Commission expires October 22, 2011



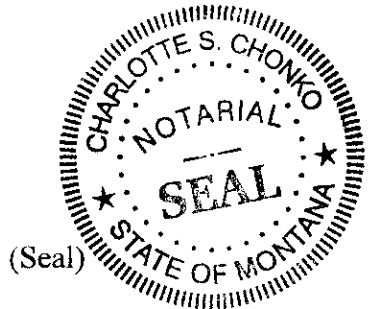
JENNIFER RICHARDS  
NOTARY PUBLIC for the  
State of Montana  
Residing at Billings, Montana  
My Commission Expires  
October 22, 2011

EMBRY ENTERPRISES, INC., a Montana corporation,  
d/b/a Ever Green Homes  
Owner of Lot 7 Block 14

By: *Kade Embry*  
Kade Embry, its President

State of Montana     )  
                                  :SS  
County of Gallatin    )

This instrument was acknowledged before me on the 26 day of May, 2010,  
by Embry Enterprises, Inc., a Montana corporation, d/b/a Ever Green Homes, by Kade Embry,  
its President.



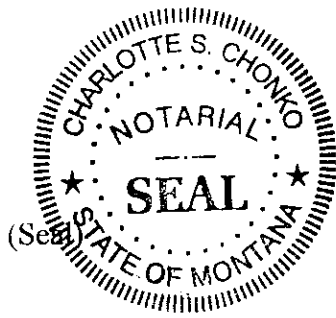
*Charlotte Chonko*  
Charlotte S. Chonko  
Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at Livingston, MT  
My Commission expires 01-02-2011

EBBIGHAUSEN HOMES, INC., a Montana corporation  
Owner of Lot 22 Block 14, and Lots 16, 18 and 23 Block 10

By: [Signature]  
Andrew Ebbighausen, its President

State of Montana     )  
                                  :SS  
County of Gallatin    )

This instrument was acknowledged before me on the 7<sup>th</sup> day of June, 2010,  
by Ebbighausen Homes, Inc., a Montana corporation, by Andrew Ebbighausen, its  
President.



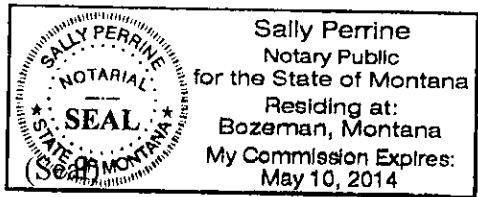
[Signature]  
Charlotte S. Chonko  
Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at Livingston, MT  
My Commission expires 01-02-2011

FIRST TIME HOMEBUYERS, LLC,  
a Montana limited liability company  
Owner of Lots 19 and 26 Block 10

By: [Signature]  
Vito R. Quatraro, its Manager

State of Montana     )  
                                  :SS  
County of Gallatin    )

This instrument was acknowledged before me on the 20<sup>th</sup> day of January, 2010,  
by First Time Homebuyers, LLC, a Montana limited liability company, by Vito R. Quatraro, its  
manager.



[Signature]  
Sally Perrine  
Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at Bozeman, Montana  
My Commission expires May 10, 2014

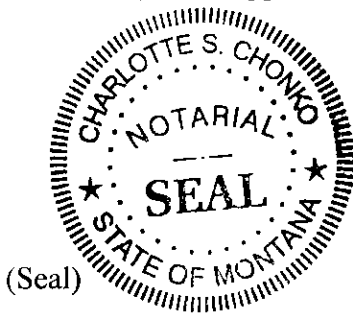
Owners of Lot 7 Block 9

Wellington J. Applebee, III  
WELLINGTON J. APPLEBEE, III

Pamela K. Applebee  
PAMELA K. APPLEBEE

State of Montana )  
  :SS  
County of Gallatin )

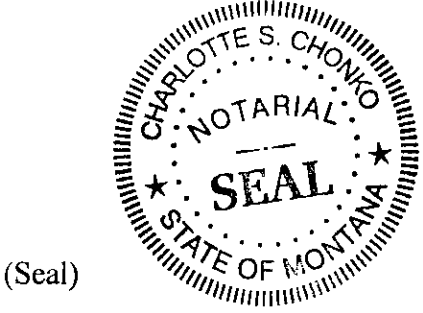
This instrument was acknowledged before me on the 25<sup>th</sup> day of May, 2010,  
by Wellington J. Applebee, III.



Charlotte S. Chonko  
Charlotte S. Chonko  
Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at Livingston, MT  
My Commission expires 01-02-2011

State of Montana )  
  :SS  
County of Gallatin )

This instrument was acknowledged before me on the 26 day of May, 2010,  
by Pamela K. Applebee.



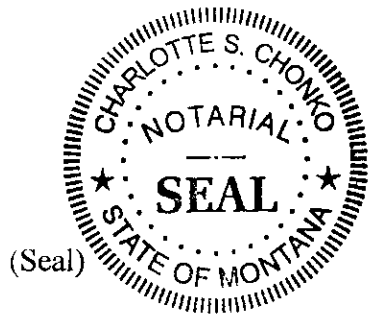
Charlotte S. Chonko  
Charlotte S. Chonko  
Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at Livingston, MT  
My Commission expires 01-02-2011

Owner of Lots 15, 17, 21 Block 14

Gene E Cook  
GENE E. COOK

State of Montana )  
                                  :SS  
County of Gallatin )

This instrument was acknowledged before me on the 15 day of May, 2010,  
by Gene E. Cook.



Charlotte S. Chonko  
Charlotte S. Chonko  
Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at Livingston, MT  
My Commission expires 01-02-2011

VELOCITY DEVELOPMENTS, LLC  
Owner of Lots 14 and 16 Block 14

BY: Jodi Leone  
Jodi Leone, its Managing Member

State of Montana     )  
                                  :SS  
County of Gallatin    )

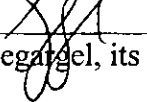
This instrument was acknowledged before me on the 26 day of May, 2010,  
by Velocity Developments, LLC, a Montana limited liability company, by Jodi Leone, its  
Managing Member.



(Seal)

Judith Theis  
JUDITH THEIS  
Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at LIVINGSTON, MT  
My Commission expires 8-22-2010

BRIDGER PEAK CONSTRUCTION, LLC  
Owner of Lots 13 & 19 Block 14 and Lot 2 Block 9

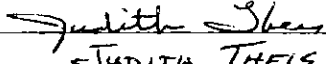
By:   
Greg Megargel, its Managing Member

State of Montana     )  
                                  :SS  
County of Gallatin    )

This instrument was acknowledged before me on the 27 day of MAY, 2010,  
by Bridger Peak Construction, LLC, a Montana limited liability company, by Greg Megargel, its  
Managing Member.



(Seal)

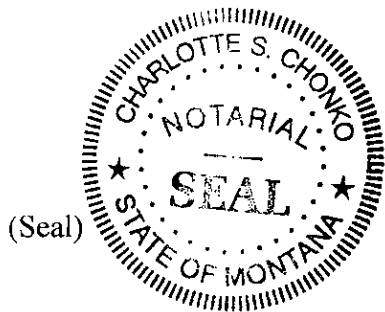
  
JUDITH THEIS  
Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at LIVINGSTON, MT  
My Commission expires 8-22-2010

MATT COOPER CONSTRUCTION, L.L.C.,  
a Montana limited liability company  
Owner of Lots 13, 18, 19 and 20 in Block 7

By: [Signature]  
Matt Cooper, its MANAGING member

State of Montana     )  
                                      :SS  
County of Gallatin    )

This instrument was acknowledged before me on the 18<sup>th</sup> day of May, 2010,  
by Matt Cooper Construction, L.L.C., a Montana limited liability company, by Matt Cooper, its  
Managing Member.



[Signature]  
Charlotte S. Chonko  
Printed Name of Notary  
NOTARY PUBLIC for the State of Montana  
Residing at Livingston, MT  
My Commission expires 01-02-2011

**EXHIBIT A**

**LAND**

Lot 1 in Block 1, Lots 1, 2 and 3 in Block 3, Lot 1 in Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Block 5, Lots 1, 3, 4, 5, 6 and 7 in Block 6, Lots 11 in Block 7, Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Block 9, Lots 1, 2, 3, 4, 5, 6, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 10, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block 11, Lots 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13 and 14 in Block 12, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12 and 16 in Block 13, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21 and 22 in Block 14 of Meadow Creek Subdivision Phase 1, situated in portions of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  and W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 23, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. (Plat Reference: J-453)

Lot 7A of the amended plat of Lots 7, 8, 9, 10 and 11 in Block 10 of Meadow Creek Subdivision, Phase 1, situated in portions of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  and W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 23, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. (Plat Reference: J-453-A)

EXHIBIT B

# MEADOW CREEK

PHASE I SITE PLAN



Consulting Firm for the Future

**LEGEND**

- R-3 S.F.R.
- R-3 S.F.R./GRANNY
- R-3 DUPLEX
- R-3 TRIPLEX
- R-3 FOURPLEX
- R-3 H.D.
- R-4 H.D.
- WETLANDS
- OPEN SPACE
- PARKLAND
- TRAILS

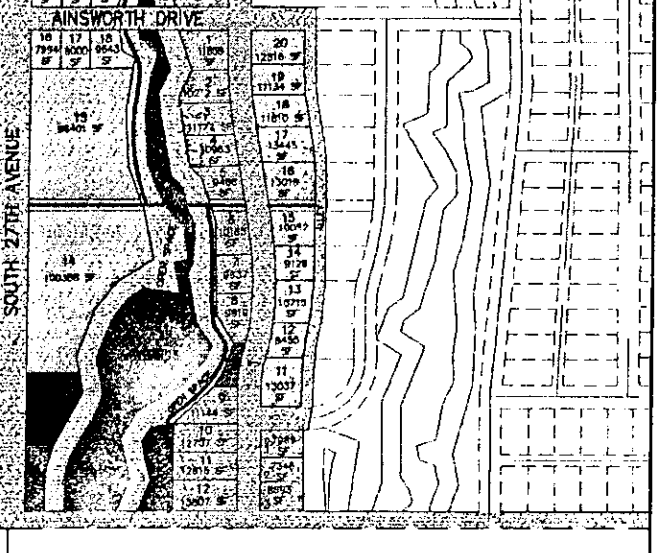
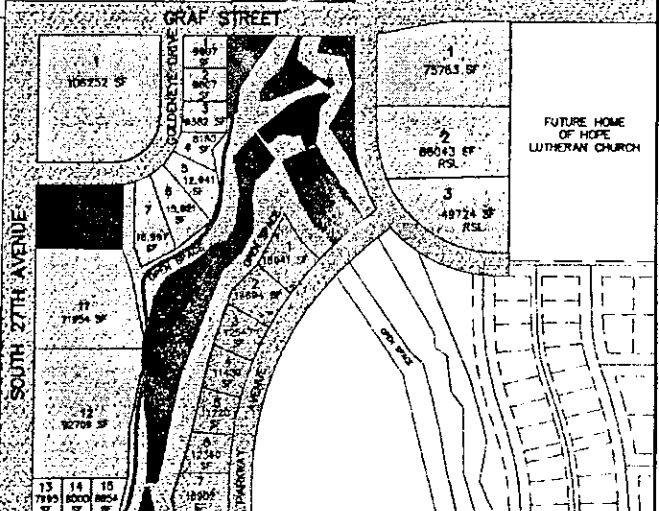
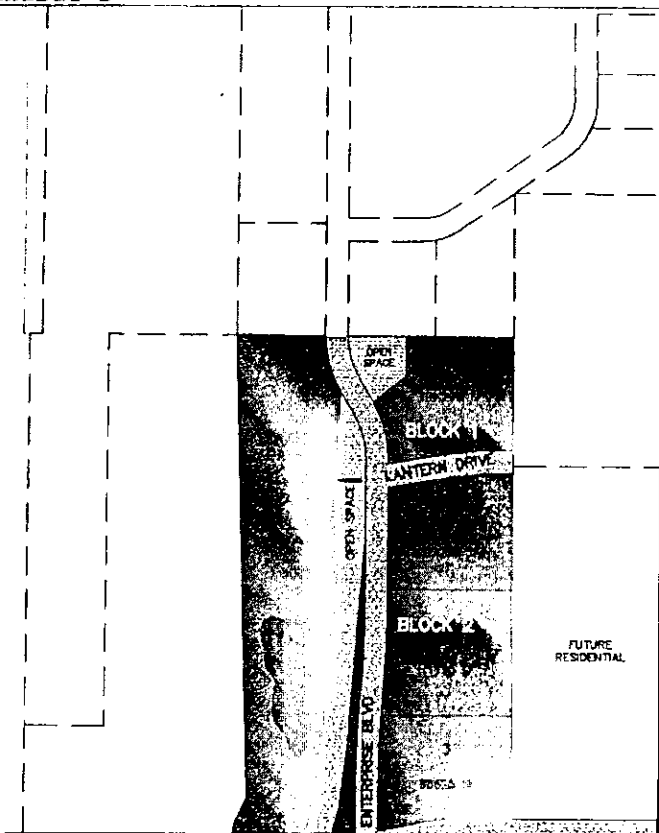
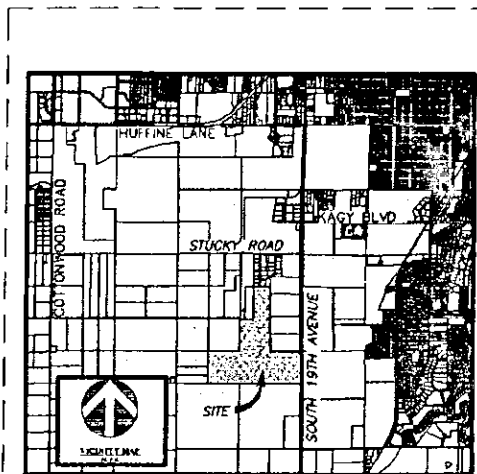


EXHIBIT C

(C-1)

## Section 20

**R-3 RESIDENTIAL MEDIUM-DENSITY DISTRICT****Sections:**

- 20.010 Intent.**
- 20.020 Permitted uses.**
- 20.030 Lot area and width.**
- 20.040 Lot coverage and floor area.**
- 20.050 Yards.**
- 20.060 Building height.**

**20.010 Intent.**

The intent of the R-3 district is to provide for the development of one to five-family residential structures near service facilities. It should provide for a variety of housing types to serve the varied needs of families of different size, age and character, while reducing the adverse effect of nonresidential uses.

**20.020 Permitted uses.**

Permitted uses in the R-3 district are as follows:

**A. Principal uses.**

- Dwelling, single family
- Dwelling, single family manufactured home on permanent foundation (see Section 48)
- Dwelling, two-family
- Dwelling, multiple (multifamily)
- Townhouse clusters, not to exceed five units or one hundred twenty feet (120') in length
- Community residential facilities
- Essential services (Type I)
- Day care home, family
- Day care home, group
- Group homes
- Public parks

Amended Resolution 2001-09

**B. Conditional Uses.**

- Bed and breakfast homes
- Churches
- Day care centers
- Fraternity and sorority houses
- Golf courses
- Lodginghouses
- Schools

Temporary sales and office buildings  
 Any use approved as part of a planned unit development subject to provisions of  
 Section 54

**C. Accessory Uses.**

Fences  
 Greenhouses  
 Guesthouses  
 Home occupations  
 Private garages  
 Private or jointly owned community center recreational facilities, pools, tennis courts  
 and spas  
 Signs, subject to Section 65  
 Temporary buildings and yards incidental to construction work  
 Tool sheds for storage of domestic supplies  
 Other building and structures typically accessory to residential uses.

**20.030 Lot area and width.**

A. In the R-3 district, minimum lot area for two to four-family units shall be three thousand (3,000) square feet dwelling unit with a minimum lot width of sixty feet (60').

B. For townhouse clusters the minimum average lot area per unit in an individual structure shall be three thousand (3,000) square feet. The minimum lot width shall be that of the width of the interior units.

C. Minimum lot area for other uses, including one-family dwelling units, shall be five thousand (5,000) square feet with a minimum lot width of fifty feet (50').

**20.040 Lot coverage and floor area.**

In the R-3 district, not more than forty percent (40%) of the lot shall be occupied by the principal and accessory buildings. The average floor area of all dwelling units in a structure shall have a minimum of six hundred (600) square feet.

**20.050 Yards.**

Every lot in the R-3 district shall have the following minimum yards:

Front yard 25 feet

Rear yard 20 feet

Side yards 8 feet each side (except zero lot line sides of townhouse units).

(NOTE: All yards shall be subject to the provisions of subsection 50.060.D when applicable.)

**20.060 Building height.**

Maximum building height in the R-3 district shall be thirty-eight feet (38') for buildings with roof pitches of 3:12 or greater, and thirty-two feet (32') for buildings with flat roofs or with roof pitches of less than 3:12.

## Section 24

### R-4 RESIDENTIAL HIGH DENSITY DISTRICT

**Sections:**

- 24.010**      **Intent.**
- 24.020**      **Permitted uses.**
- 24.030**      **Lot area and width.**
- 24.040**      **Lot coverage and floor area.**
- 24.050**      **Yards. .**
- 24.060**      **Building height.**

**24.010**      **Intent.**

The intent of the R-4 residential high-density district is to provide for high density residential development with associated service functions. This will provide for a variety of compatible housing types to serve the varying needs of the community's residents.

**24.020**      **Permitted uses.**

**A.** Principal uses permitted in the R-4 district are the principal uses permitted in the R-3 district, plus bed and breakfast homes, lodging houses, apartment buildings and townhouse structures exceeding four units per structure as principal uses.

**B.** Conditional uses permitted in the R-4 district are those conditional use permitted in the R-3 district, plus offices (as defined herein), and medical offices, clinics and centers.

**24.030**      **Lot area and width.**

**A.** Lot area for two-family to four- family dwellings shall not be less than five thousand (5,000) square feet, plus one thousand six hundred (1,600) square feet for each additional unit over one, with a minimum lot width of fifty feet (50').

**B.** Lot area for apartment buildings up to two stories shall not be less than five thousand (5,000) square feet, plus eight hundred (800) square feet for each additional dwelling unit over one. Minimum lot width shall be fifty feet (50').

**C.** Lot area for apartment buildings of three or more stories shall not be less than five thousand (5,000) square feet, plus six hundred (600) square feet for each additional dwelling unit over one. Minimum lot width shall be fifty feet (50').

**24.040**      **Lot coverage and floor area.**

In the R-4 district, not more than forty percent (40%) of the lot shall be occupied by the principal and accessory buildings. The average floor area of all dwelling units in a structure shall have minimum of six hundred (600) square feet.

**24.050 Yards.**

Every lot in the R-4 district shall have the following minimum yards:

- Front yard 25 feet
- Rear yard 20 feet
- Side yards 8 feet each side.

(NOTE: All yards shall be subject to the provisions of subsection 50.060.D when applicable.)

**24.060 Building height.**

Maximum building height in the R-4 district shall be thirty-eight feet (38') for buildings with roof pitches of 3:12 or greater and thirty-two feet (32') for buildings with flat roofs or with roof pitches of less than 3:12.

## Section 12

### R-S RESIDENTIAL-SUBURBAN COUNTRY ESTATES DISTRICT

**Sections:**

- 12.010 Intent.**
- 12.020 Permitted uses.**
- 12.030 Lot area and width.**
- 12.040 Lot coverage and floor area.**
- 12.050 Yards.**
- 12.060 Building height.**

**12.010 Intent.**

The intent and purpose of the R-S residential suburban country estates district is to develop new residential areas subject to the provisions of Section 54, Planned Unit Development, and in compliance with the growth policy plan. The intent and purpose in existing R-S residential suburban country estates districts not considered part of an approved planned unit development is to allow single-household development on lots of one acre, or at the maximum density allowed by Montana Department of Environmental Quality regulations; and in compliance with the growth policy plan.

Amended Resolution 2001-09

**12.020 Permitted uses.**

Permitted uses in the R-S district are as follows:

**A. Principal Uses.**

Agricultural activity, on two and one-half acres or greater ( $>2\frac{1}{2}$ )

Dwelling, single-family

Dwelling, single-family manufactured home on permanent foundation (see Section 48)

Essential service (Type I)

Park and playground

Amended Resolution 2001-09

**B. Conditional Uses.**

Agricultural activity on less than two and one-half acres ( $<2\frac{1}{2}$ )

Churches

Community residential facilities

Day care centers

Day care home, group

Essential services (Type II)

FCC earth stations

Golf courses

Group homes

Veterinary uses

Other recreational uses  
Schools  
Temporary sales and office buildings  
Any use approved as part of a planned unit development subject to provisions of  
Section 54.

Amended Resolution 2001-09

**C. Accessory Uses.**

Day care home, family  
Fences  
Greenhouses  
Guesthouses  
Home occupations  
Private garages  
Private or jointly owned community center recreational facilities, pools, tennis courts  
and spas  
Signs, subject to Section 65  
Temporary buildings and yards incidental to construction work  
Tool sheds for storage of domestic supplies  
Other building and structures typically accessory to residential or agricultural uses.

Amended Resolution 2001-09

**12.030 Lot area and width.**

**A. Lot area and width in new R-S districts.**

In R-S districts established after adoption of this regulation, lot area and width shall be determined through the PUD review procedures set forth in Section 54, in compliance with the growth policy plan.

Amended Resolution 2001-09

**B. Lot area and width in established R-S districts.**

1. In R-S districts established before adoption of this regulation, lot area and width shall be not less than one-acre in area and/or one hundred fifty feet (150') in width unless a community water and/or sewer system is utilized in which case lot width shall be a minimum of one hundred feet (100') and lot area shall be the maximum density allow by Montana Department of Environmental Quality.
2. In R-S districts established before adoption of this regulation, lot area and width may be determined through the PUD review procedures set forth in Section 54, in compliance with the growth policy plan.

Amended Resolution 2001-09

**12.040 Lot coverage and floor area.**

A. In R-S districts established after adoption of this regulations, lot coverage and floor area shall be determined through the PUD review procedures set forth in Section 54, in compliance with the growth policy plan.

Amended Resolution 2001-09

**B.** In R-S districts established before adoption of this regulation, not more than twenty-five percent (25%) of the lot area shall be covered by principal and accessory buildings. Each dwelling unit shall have a minimum of one thousand (1,000) square feet of floor area.

Amended Resolution 2001-09

**C.** In R-S districts established before adoption of this regulation, lot coverage and floor area may be determined through the PUD review procedures set forth in Section 54, in compliance with the growth policy plan.

Amended Resolution 2001-09

## **12.050 Yards.**

### **A.**

1. In R-S districts established after adoption of this regulations, lot setbacks shall be determined through the PUD review procedures set forth in Section 54, in compliance with the growth policy plan.
2. In R-S districts established before adoption of this regulation, lots shall have the following minimum setbacks:
 

Front yard	35 feet
Rear yard	25 feet
Side yards	25 feet each side
3. In R-S districts established before adoption of this regulation, lot setbacks may be determined through the PUD review procedures set forth in Section 54, in compliance with the growth policy plan.

Amended Resolution 2001-09

(NOTE: All yards shall be subject to the provisions of subsection 50.060.D when applicable.)

**B.** In addition to the requirements of subsection 12.050.A. (above), except for pastures, any stable, barn, hutch, pen, shed or other such structure built to enclose or house animals or fowl shall be not less than fifty feet (50') from any structure used for human occupancy.

Amended Resolution 2001-09

## **12.060 Building height.**

Maximum building height—thirty-four (34) feet

Amended Resolution 2001-09

**EXHIBIT D**  
**Meadow Creek Subdivision**  
**Lot Types**

1. Lot Type I - Standard Single Family Residences
2. Lot Type II - Standard Single Family with Accessory Dwelling Units
3. Lot Type III - Duplex Lots
4. Lot Type IV - Triplex Lots
5. Lot Type V - Fourplex Lots
6. Lot Type VI - Restricted Size ("RSL") Lots
7. Lot Type VII - Residential High Density Lots

**EXHIBIT E**  
**MEADOW CREEK**  
**DESIGN REVIEW GUIDELINES AND REGULATIONS**

The integration of buildings, improvements and landscapes within Meadow Creek Master Subdivision (MCMS) is essential to the success and appearance of the community. As provided in Article III, Section 4 of the MCMS Declarations, any and all construction alterations or improvements, and front yard landscaping shall be subject to advance approval by the MCMS Design Review Board (DRB). Any deviation from approved plans shall be re-submitted to the Design Review Board for approval. Site Design Regulations serve to protect and enhance the natural landscape, stream corridors, view sheds and natural habitat.

No structures, including residences, outbuildings, accessory buildings, tennis courts, swimming pools, antennas (except as otherwise permitted in the Declaration), flag poles, fences, walls, exterior lighting, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a dwelling or on any lot, nor shall any painting, alteration or change to the exterior of the improvements, the exterior of a residence, to a dwelling or to any lot front yard or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks, or shutters) be commenced unless: complete plans and specifications shall have been first submitted to and approved in writing by the DRB ("Committee") as may be outlined in the Rules and Regulations. Additional written approval may be required by a sub architectural review committee administered by any sub association.

**I. DESIGN REVIEW PROCESS**

**SECTION 1.** Submission of Plans Before Construction.

No residence, fence, wall, garage, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location of the same shall have been submitted and approved, in writing, by a majority of the DRB as to compliance with these Guidelines, as well as appropriate City of Bozeman review, permitting and fee payment. All plans submitted to the City of Bozeman Building Division must have first obtained the Meadow Creek Design Review Board's notice of approval in writing. Also included is the appropriate Residential Regulations Checklist.

**SECTION 2.** General Requirements.

Not less than fourteen (14) days prior to the anticipated date of construction commencement, Applicant shall submit two (2) copies of the required documents (see Form "A" attached) for each design review to the following:

Deliver or mail to:  
Rocky Mountain Bank  
c/o Scott Henderson  
2901 W. Main Street  
Bozeman, MT 59718

Submittals must be labeled with "Meadow Creek Design Review Board" and specific project title and address.

Every effort shall be made to notify the owner within fourteen (14) business days after the start of the DRB review cycle date that the design has been approved, approved with stipulations, or disapproved. Applications which are submitted to the DRB incomplete will be returned and may be subject to a re-submittal fee.

The reasons for approval with stipulation and disapproval will be clarified for the owner in writing and/or with drawings. If the DRB does not contact the owner within fourteen (14) days of the review commencement date, the application shall be deemed "disapproved".

An application for withdrawal may be made without prejudice, provided the request for withdrawal is made in writing to the DRB.

All variance requests pertaining to the DRB approvals must be made in writing to the DRB. Any variance granted shall be considered unique and will not set any precedent for future decisions.

If an application has been denied, or the approval is subject to conditions that the owner feels are unacceptable, the owner may request a hearing before the DRB to justify his or her positions. The DRB will consider the arguments and facts presented by the owner and notify the owner of its final decisions within fourteen (14) days of the hearing.

### SECTION 3. Construction Completion.

If construction of a structure is not commenced within one (1) year after DRB approval, a new DRB application must be submitted. No construction shall be commenced without a valid DRB approval. Any structure to be erected in accordance with an approval so given must be erected and completed within one (1) year from the date of construction commencement. If any structure is commenced and is not completed in accordance with the plans and specification within one (1) year, the Directors of the Association, at their option, may take such action as may be necessary, in their judgment, to improve the appearance so as to make the property harmonious with other properties and to comply with these Covenants, including completion of the exterior of the combination thereof, or removing the uncompleted structure or similar operations. The amount of any expenditure made in so doing shall be an obligation of the owner. A lien on the property may be recorded and shall be enforceable by an action at law. In lieu thereof, the Association may take such action as is available by law, including an injunctions, or action for damages.

SECTION 4. Construction Completion According to Submitted Plans.

Inspections will not be performed, however, owners are required to complete their construction project in compliance with these covenants and the pre-approved drawings. If the DRB finds the improvements were not completed in strict compliance with the covenants and approved plans, the DRB shall notify the owner of the noncompliance within seven (7) days of the discovery of noncompliance and shall require remedy of the same. The owner shall have seven (7) days from the noncompliance notification to remedy the noncompliance or shall submit a work plan delineating the time frame when the noncompliance will be remedied. The DRB may allow up to forty-five (45) days for the noncompliance to be remedied if the submitted work plan provides adequate justification for the requested time.

No occupancy of the project shall take place prior to written DRB approval and issuance of City of Bozeman occupancy permit, as well as payment of review fees, and any outstanding costs, unless otherwise allowed. If the noncompliance is not remedied within seven (7) days of notification and the owner does not provide a work plan within said time, or if the noncompliance is not remedied within the time frame provided in the work plan as approved by the DRB, the DRB may, at their option, remedy the noncompliance. The owner shall reimburse the DRB upon demand for all expenses incurred in connection therewith. If the owner does not promptly repay such expenses, the DRB shall levy an assessment and file a lien against such owner and the improvement in question and the land on which the same is situated for reimbursement and the same shall be enforced and/or foreclosed upon in the manner provided for by law.

No occupancy of the project shall take place prior to written DRB approval as well as payment of any outstanding costs, unless otherwise allowed.

SECTION 5. Liability and Variances.

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

Further, the Committee may, upon application, grant a variance from the Architectural Regulations, provided that the spirit of these Guidelines is complied with. The Committee shall have the duty and power to make the final decision on the granting of the variance, without any liability being incurred or damages being assessed due to any decision of the Committee.

Within all section of these covenants, when a variance is indicated that it may be granted, the variance must be requested and approved by the DRB and/or the Bozeman City Commission, as

applicable, depending on whether the variance is from the Guidelines or from the current City Zoning Ordinance or both.

SECTION 6. Design Review Procedure.

STEP 1: Construction Design Review.

In addition to verifying the required setbacks, this review checks the designs for correct interpretation of the Architectural Regulations, checks the construction documents for compliance with the DRB and verifies that the previous DRB recommendations have been incorporated. Conformity to applicable local regulations and building codes, as well as obtaining appropriate permits is the responsibility of the architect and/or builder.

Form Required: Construction Design Review Application

Review Fee: The fees set forth herein are subject to reasonable adjustment at the discretion of the Design Review Board from time to time. Four hundred fifty and no/100 dollars (\$450.00) for each project. Previously approved plans are subject to a design review fee of three hundred and no/100 dollars (\$300.00). Incomplete applications which are returned to Applicant may be subject to a one hundred fifty and no/100 dollars (\$150.00) re-submittal fee. If the buildings change in variety of four (4) or more, then another review fee of four hundred fifty and no/100 (\$450.00) will be required.

Scaled drawings shall be required, including a Site and Landscaping Plan, Floor Plans, Four Elevations, and a Building Section. Additionally, the DRB require a material and color board to adequately represent the proposed materials and colors for the home. Further, plans shall meet the minimum requirement of the City of Bozeman residential plan submission.

Minimum Drawings Required:

Site Plan (1" = 50' scale or larger) showing:

North arrow.

Property lines and setback lines with dimensions.

Building footprints with entry area delineated and overhangs shown as dashed lines.

Garden walls, fence lines, location, height and material quality of retaining walls.

Parking and drive areas. Must meet City of Bozeman current UDO.

Garbage enclosures, size, details and materials. Must meet City of Bozeman current UDO.

Bike rack size, details and materials, Must meet City of Bozeman current UDO.

Detention/retention pond sizes, details and where to drain.

Water, electric and sewer service.

Location of streets.

Grade on all homes shall meet minimum City of Bozeman requirements: slope grade away from foundation a minimum of six inches (6") in first ten feet (10') or five percent (5%) if ten feet (10') is not available.

Location, dimensions and materials for walks and drives.

Exterior light locations and type. (Must meet UDO and covenant guidelines).

Floor Plans (1/8" = 1'0" scale or larger) showing:

Foundation plan dimensioned.

T.O. Wall in reference to elevation level.

Room use labeled and rooms dimensioned.

Wall, window and door openings dimensioned.

Exterior walls dimensioned.

All overhangs of floors and roofs as dashed lines.

Gross square footage, (and square footage per floor).

Elevations & Sections showing : (1/8" = 1'0" scale or larger)

All Elevations as required by the City of Bozeman and necessary Sections.

Street Elevation with minimum 1/4" = 1'0"

Colors shall be submitted on a separate form indicating both colors and materials

Height of chimney as compared to ridge line of roof.

Electrical and natural gas service areas, depict size and location. These services shall be screened from street.

Exterior materials and finishes (walls, roofing, trim, chimney, windows and doors).

Landscape Plan or Description:

Must meet City of Bozeman current UDO.

General landscape plans, including islands, fencing or retaining walls, and location of trees and shrubbery.

Material Samples:

Required by DRB.

Siding and trim sample with actual color applied.

## STEP 2. Construction Commencement.

Construction may not commence without the approval of the City of Bozeman Building Division, necessary permits obtained and fees collected. A copy of Form A - Construction Design Review Application bearing the DRB approval letter must accompany City of Bozeman building permit applications.

The DRB reserves the right to inspect in the field for compliance during any stage of construction. The DRB is empowered to enforce its policy as set forth in the Meadow Creek Master Subdivision Declaration by any action, in law or equity, to ensure compliance.

#### A. Topography and 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:

Buildings shall be located in a manner that preserves the character of the open space within the community. 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 Meadow Creek Subdivision. 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.

#### B. Improvements

##### 1. Driveways & Parking:

Site access, when entered from the street, shall be perpendicular to the street when lot features allow. 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 parking area and garage(s). All parking shall be within the lot boundary, off public and private rights-of-way, and only within the designated parking area within a lot, which will be either in the garage or on the driveway. No driveway or access shall be allowed to encroach into the side yard setbacks other than those on shared driveway easements filed of record.

No parking will be permitted on the grass or any yard areas at any time.

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. Any other material shall be approved by the Meadow Creek Design Review Board. 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 for single and double car garage(s) 20 feet and three car garage(s) to 34 feet maximum at the intersecting street. Drives should not be connected between units. A landscaped area between drives per unit is required. 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.

No side yard parking pad sites will be permitted or widening of driveways beyond the width of the garage on any lot.

2. 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.

C. 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. No antenna, satellite dish or structure may extend above the highest ridgeline or no more than 24" above the point of attachment. (18" diameter satellite dishes shall not be required to be screened from adjacent lots). Larger satellite dishes and ground mounted structures 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 Meadow Creek. The DRB shall be amenable to passive radon mitigation systems installed by the general contractor for the Subdivision.

3. Wood Storage:

Firewood shall be stored either outdoors and stacked in an enclosed area, such as a structure designed for the storage of wood, or in the garage, so as to be invisible to neighboring owners and the street frontage. 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. No firewood shall be stored along the side or front of a house. The storage of firewood or any other type of wood is prohibited in multi-plex buildings.

## II. BUILDING FORM REGULATIONS

The intent of the following building design regulations are to develop architectural diversity within Meadow Creek that will allow for the vitality of individual expression.

### A. Building Height

Building heights within all residential areas of the MCMS shall be limited to a maximum of thirty-two feet (32'). Building height shall be measured from the highest ridge to the adjacent grade. The maximum building height shall never exceed that which is stipulated and governed by the City of Bozeman. With the approval of the DRB, chimneys, cupolas and other rooftop architectural features may exceed the given maximum height limitations by no more than four feet (4').

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.

### B. Roof Form

The architecture within Meadow Creek shall complement the natural qualities of Bozeman. The following design regulations have been developed to allow for distinct building forms while

addressing the character of the entire community. Front and rear walls not to exceed thirty-two feet (32') in length without a change of orientation such as the introduction of dormers, projected bays, or recesses greater than two (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 Meadow Creek, designers should consider the character of the building being designed and its relationship with its surrounds to achieve unity with the landscaped design for the home. All roof types will be considered as part of the whole of the project and the architects expression of design. There will be a minimum of a six (6) in twelve (12) roof pitch on all main roofs three (3) in twelve (12) pitch and four (4) in twelve (12) pitch are acceptable on dormers and porch roofs depending on the overall form and mass balance.

Roof protrusions other than chimneys shall not be located on any roof facing the front of street side of the building. Wall direct-vent flue pipes are not allowed on any part of the street facade.

### 2. Entry Definition, Overhangs & Fascia

Snow in the Bozeman area often builds upon 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 sixteen (16) inches. All fascia materials shall be a minimum of six (6) inches.

Steps leading to front entry porches or doorways will be constructed of concrete or stone masonry. No wood frame steps will be permitted.

### 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 driving snow may hinder the performance and safety of the unit. Skylights shall be of high quality, insulated, double pane construction. Roof skylights shall be flat in profile; bubble and dome style skylights shall not be permitted.

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. All solar collectors shall be screened or concealed from view of other dwellings and common areas.

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 Meadow Creek. 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 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.

6. Exterior Wall Form:

Exterior wall surfaces shall be no longer than thirty-two feet (32') in length. The DRB shall consider submissions on a lot by lot basis with an overall goal of maintaining continuity of structure appearance.

Foundation walls shall be exposed a maximum of eight inches (8") above the ground for fairly flat lots and a maximum of twelve inches (12") for sloped lots of significant change. On sloping grades, siding shall remain at least one foot (1') above grade, and the upper edge of the water table shall remain level, stepping down the slope in increments of four feet (4') or less, see above. Concrete foundations exposed more than the requirements above must have an architectural finish complementing the natural architecture of the overall structure (texture, pattern and/or color).

### III. MATERIAL AND DETAIL REGULATIONS

When choosing materials for buildings in Meadow Creek, 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 when ever 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 Meadow Creek:

#### 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
- Architectural series-style shingles
- Pre-finished metal roofing
- Tile
- Asphalt random tab shingles
- Rubber roofs in flat roof applications
- Other similar materials, as allowed by the DRB
- All roof flashing vents, hoods, and roof accessories shall be copper or a prefinished 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 n order to add visual interest to the predominant neutral tones.

Samples of all exterior building materials, including window trim and associated colors of such materials are required in the Final Plan Review.

The DRB shall consider materials not listed below that maintain the aesthetic and expressive nature of Meadow Creek, 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 and shall continue around corners to an inside corner. 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 eight inches (8") above the ground for fairly flat lots and a maximum of twelve inches (12") for sloped lots of significant change. Foundation exposure over requirements as noted above shall be finished with synthetic textured stucco (stained a subdued color in harmony with the building), stone, or treated wood.

3. Wood Product or Synthetic Siding:

Smooth or rough sawn wood or synthetic siding and approved composite wood products shall be the only acceptable exterior wood sheathing materials. All wood siding shall be painted or stained in accordance with approved building color scheme. Other wood product siding will be considered by the Meadow Creek Bozeman Homeowners Association ("MCBHOA") 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:

Full structural log and timber homes are not allowed. Porch posts, knee brace accents are permitted depending on overall architecture of building.

6. Color Schemes:

The color palette of the body of the house shall be from earth tones or as approved by the DRB based on color scheme merit or historical precedent. All trim, frames, doors, and windows shall be in a compatible accent color. Color schemes must be varied from the two adjacent properties, in each direction. Attached dwelling units exempted from each other.

Exterior color schemes throughout Meadow Creek 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 basic wall surfaces and accented details. All exterior color schemes shall be reviewed by the DRB as a part of the Plan Review process.

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.

7. Siding.

Siding shall be run horizontally or vertically, but not at other angles to horizontal.

8. Masonry.

Masonry shall be natural or approved synthetic materials. Dry stack, uncoursed settings with minimal exposed mortar are preferred. Masonry shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance. It shall continue around corners to an inside corner. Use consistent materials for overall building.

C. Exterior Windows and Doors

1. Scale, Composition and Proportion:

Windows and doors shall be of a consistent size, shape and orientation through 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 six inches (6") 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 may be oriented toward the street, but shall be de-emphasized in the elevation of the building. Garage doors may be the same color as the building or may match building trim. Colored elevation of the garage door and building elevation will need to be approved. Single, double-width garage doors will be considered (maximum width of eighteen feet (18')).

D. Decks, Balconies, Terraces and Porches:

1. Design:

Front porches shall be required on all multiplex units constructed within the subdivision with the main entry door placed within the porch area to provide adequate cover from weather. 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. Any furniture placed on a deck, balcony or porch will be designed and certified for outdoor use. 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 or approved steel, aluminum railing complimenting the architecture character of the building and 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 metal joist hangers shall not be visible. Posts shall be a minimum of eight inches (8") square. 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. Front porches are intended to be open to allow for interaction with the street. Screened-in porches and glazing are not permitted. Porch supports shall be built of stone, masonry, concrete, or wood. Column base piers shall be no less than sixteen inches by sixteen inches (16" x 16") square and wood columns shall be no less than eight inches (8") square. No exterior carpeting may be used if it is visible from any neighboring lot or the street.

Steps leading to front entry porches or doorways will be constructed of concrete or stone masonry. No wood frame steps will be permitted.

#### E. Night Sky Requirements

Incandescent type lighting with a maximum of 60-watt compact fluorescent lighting (CFL) type bulbs is the only approved lighting type in the subdivision. The use of mercury vapor and obtrusive flood lighting is prohibited. Each house will provide a single street light which will be standardized for the entire subdivision (fixture type to be determined by the DRB) and will be located at the inside corner of the driveway and the sidewalk. These street lights will be a free standing decorative light.

The major street intersections on 19<sup>th</sup>, 27<sup>th</sup> and Graf Streets must be illuminated with lights that meet the City's standard requirements. In addition, all outdoor lighting (residential, multi-plex 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. For purposes of this paragraph, the following definitions apply:

1. 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.
2. Indirect Light: Direct light that has been reflected or has scattered off of other surfaces.
3. Glare: Light emitting from a luminary with an intensity great enough to reduce a viewer's ability to see, and in extreme cases, causing momentary blindness.
4. Outdoor lighting: The nighttime illumination of an outside area or object by any manmade device located outdoors that produces light by any means.