

Revised  
29 March 07

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

This Declaration of Covenants, Conditions, and Restrictions for the Meadow Creek Subdivision is made this 29 day of MARCH, 2007, by Pintail, LLC, JCD, LLC, and Meadow Creek Partners, LLC, authorized to do business in the State of Montana, whose principal place of business and post office address is 924 Stoneridge Drive, Suite 1, Bozeman, Montana, 59718, hereinafter referred to as the "Declarant".

Declarant is the owner of land in Bozeman, County of Gallatin, State of Montana described in Exhibit "A" attached hereto and made a part hereof ("Meadow Creek Phase 1 and 2"). All of the land described in Exhibit "A" is collectively referred to as "Meadow Creek". Declarant intends to develop 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 in two (2) phases 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.

Declarant hereby declares that all land described in Exhibit "A" shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the Meadow Creek Covenants, meaning the covenants, conditions, and restrictions set forth in this declaration and any subsequent amendments hereto, all of which are intended to enhance the desirability and attractiveness of the land. These covenants, conditions, and restrictions shall run with the land and shall be binding upon all persons having or who acquire any right, title or interest in and to the land, and shall inure to the benefit of the Declarant, the Association, and each person who becomes an owner of the land.

**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.

"Architect" shall mean a person registered to practice architecture in the State of Montana.

"Architectural Guidelines" shall have the meaning provided in the preamble of Article V of this Declaration.

"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.

"Association" shall mean the Meadow Creek Community Association, and its successors and assigns which shall serve and may be referred to as the Homeowners' Association (HOA).

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“Board” shall mean the Board of Directors of the Association.

“By-Laws” shall mean the by-laws of the Association.

“City” shall mean Bozeman, Montana, and its appropriate departments, officials, and boards.

“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.

“Covenants” shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.

“Declarant” shall mean Pintail, LLC and JCD, LLC, or such other person entity or corporation who Pintail, LLC and JCD, LLC, may be, by a recorded document, designated as the Declarant.

“Design Review Board” (“DRB” or “Committee”) the board created under Article III below.

“Lot” shall mean and refer to only that land so divided into a lot, tract or parcel that is; (a) described in Exhibit “A” or hereafter annexed subject to the Meadow Creek Covenants and; (b) designated by the Declarant for residential use. The term lot does not include any portion of the Parks.

“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.

“Meadow Creek Design Review Board”, also referred to as the DRB, shall mean the committee of a minimum of three (3) and a maximum of five (5) members who review building proposals for conformance to the provisions of these covenants and approves, conditionally approves, or rejects the same.

“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.

“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 Association as provided herein or created pursuant to the creation of a condominium.

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“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.

“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 described in Exhibit “A” attached hereto and described as Meadow Creek Phase 1 and 2 (as well as any future phases), shall be held, sold, conveyed, leased, encumbered, occupied and improved subject to this Declaration. The entire property 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 land; 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 any land Declarant may now own or hereafter acquire except that land described in Exhibit “A” or as annexed thereto.

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**ARTICLE III**  
**ARCHITECTURAL REVIEW COMMITTEE (DRB)**

Meadow Creek, Phase 1 and 2 will be a community consisting of Two Hundred Sixty-Nine (269) single family residential lots and Seventy Two (72) residential multi-family lots for 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, appointed by the Declarant. Pursuant to the Buy/Sell Agreement between the Declarant and the Buyer, the Buyer or Buyer's representative may fill one of the seats on the DRB. 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 Homeowner's 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 Homeowner's Association. At (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.

**SECTION 2. SELECTION**

If no successor is appointed on or before the expiration of an individual member's term, he 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.

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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.

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.

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 in violation of these covenants or 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.

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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

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 Covenants, as well as appropriate City of Bozeman review, permitting and fee payment. All plans submitted to the City of Bozeman Building Division must have the Meadow Creek Design Review Board stamp of approval.

SECTION 2. GENERAL REQUIREMENTS.

Not less than ninety (90) days prior to the anticipated date of construction commencement, Applicant shall submit **two** copies of the required documents (see Form "A" attached) for each design review to the following:

*Deliver or mail to:*  
Meadow Creek Design Review Board (DRB)  
c/o Pilari Architects, Inc.  
2011 N. 22<sup>nd</sup> Ave., Suite 3  
Bozeman, Montana 59718

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

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Upon DRB review, the owner will be notified within ten (10) business days after the start of the 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 ten (10) business 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/her position. The DRB will consider the arguments and facts presented by the owner and notify the owner of its final decision within ten (10) days of the hearing.

All Condominium Associations created after the filing of these covenants shall submit a copy of their Articles of Incorporation, Bylaws and covenants to this Association for approval.

### SECTION 3. CONSTRUCTION COMPLETION.

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

### SECTION 4. INSPECTION PROCEDURE.

Inspections are required to ensure the construction proceeds in compliance with these covenants and the approved drawings. An inspection is required at each of three stages of construction: framing, siding, and landscaping. The owner shall request an inspection of the improvements by the DRB. Owners are responsible for scheduling an inspection accordingly: 1) when the framing is complete; 2) when siding is at a point, prior to completion, to allow the DRB to see the siding and cladding product(s) installed in their planned locations; and 3) when landscaping components (beds, plants, sod, irrigation, and trees) are installed in their planned locations.

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The inspections shall only determine compliance with the covenants, architectural guidelines, and approved plans. If the DRB finds the improvements were not completed in strict compliance with the covenants, architectural guidelines, and approved plans, the DRB shall notify the owner of the noncompliance within seven (7) days of the inspection 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, as well as payment of all inspection and 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, enter the property and 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 and Bozeman City Occupancy approval as well as payment of both inspections and 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 Covenants, 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 Covenants 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 Covenants or from the current City Zoning Ordinance or both.

SECTION 6. DESIGN REVIEW PROCEDURE.

The following is an outline of the procedure for design review:

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.

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Forms Required: Acknowledgement Form  
Form A - Construction Design Review Application  
Regulations Checklist

Review Fee – Single Family & Duplex Units: \$300 for each unit project. Previously approved plans are subject to a design review fee of \$200. Incomplete applications which are returned to Applicant may subject to a \$100 re-submittal fee. Fees are based on each individual property.

Review Fee – Multiplex Projects (triplex or more): \$450 for each project. Previously approved plans are subject to a design review fee of \$300. Incomplete applications which are returned to Applicant may be subject to a \$150 re-submittal fee. Fees are based on each multiplex project. If the buildings change in a variety of four (4) or more, then another review fee will be required.

Minimum Drawings Required:  
See appropriate Design Review Guidelines

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 Community Declaration by any action, in law or equity, to ensure compliance.

## SECTION 7. TOPOGRAPHY AND LAND USE

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.

Relationship to Open Space for Estate Homes: 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.

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.



## SECTION 8. IMPROVEMENTS

See appropriate Design Review Guidelines.

## SECTION 9. 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 presents an unsightly appearance. 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.

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

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.

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 the side of the house.

## SECTION 10. 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 in its entirety with all owners required to maintain their property. Landscaped areas shall be balanced throughout the property to accomplish approximately:

- 1/3 lawn area
- 1/3 planting area
- 1/3 hardscape (including sidewalks, patios and driveways)

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Landscape plans must be submitted to the DRB in conjunction with building plans for approval. Landscaping is to be completed by the builder upon completion of a house (granting of occupancy permit) or as soon as weather permits if construction is during winter months. The Landscaping as submitted will be completed within 90 days from start of work.

1. Definitions:

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

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

Mulched Bed: An area within a yard with no turf and 3” minimum depth landscape mulch. Landscape mulches include but are not limited to river rock 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: Meadow Creek Development shall control the installation of street and boulevard trees along common areas and park space maintained by the HOA within the subdivision. Lot 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: All yards will be sodded, with this being the responsibility of the builder. Sodding will be done at the completion of the home and no later than 6 months or July 31, after home completion, if this occurs during the winter months. All yards will have underground automatic sprinkler irrigation systems installed by the builder. This will include the boulevard strip along the street adjoining all lots.

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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 builder.

Trees: Trees installed by homeowner 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.

The minimum required installation on a Lot shall be six (6) small shade trees of 2"-3" caliper (at least six (6) feet in height) and two of these will be conifer (evergreen) with a minimum of six (6) foot height. 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.

Recommended species include: Ash (*Fraxinus*), Honeylocust (*Gleditsia Triacanthos*), Linden (*Tilia*), Locust (*Robinia Pseudoacacia*), Maple (*Acer*), Mountain Ash (*Sorbus Aucuparia*), Oak (*Quercus*), Walnut (*Juglans Nigra*). Installation shall be the responsibility of the builder.

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 homeowner 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 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 Lot owner.
2. Cleaning, maintenance and relamping 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 builder shall be responsible for the installation of irrigation systems as required on each Lot. Landscaping plans (including the proposed irrigation equipment to be installed) must be provided to the Design Review Board for approval prior to installation.

The builder shall install separately metered irrigation systems which are controlled by each individual LOT owner. Every homeowner shall be responsible for the maintenance of their entire system including the street right of way.

**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 developer.

1. **General Spring:** Spring care will be as follows: as soon as the snow is gone and the grass is dry enough to walk on without compaction, remove leaves and winter debris with a broom-type rake. Power raking at 3-5 year intervals will be beneficial for heavily thatched lawns. Aerating will also alleviate compacted soil conditions and should be performed when necessary. Pruning of trees and shrubs shall occur in early spring before leaves emerge, except on maples and birch, which shall be pruned late July. Pruning shall be performed according to ISA standards to encourage good plant health, proper shape and branch angles, and to eliminate unwanted suckers. No topping of trees will be allowed.
2. **Lawn: Mowing of Lawn Grass Areas:** Mowing will start in the spring as soon as new growth starts. Most lawns should be mowed at a 2" height in the spring, early summer and fall. During the heat of summer raise the mower to 2-2.5". Frequent mowing at 4-5 day intervals is essential to discourage weeds.

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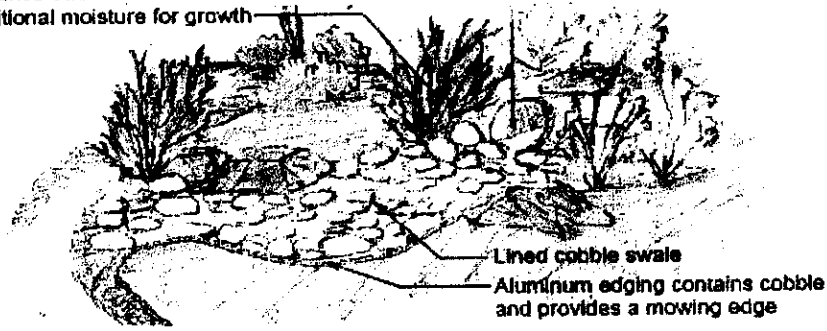
3. **Fertilizer:** Fertilizer will be applied at regular intervals a minimum of three times per year. One pound of actual nitrogen per 1,000 square feet will be used at each application. The first application will be applied in the spring when mowing for the first time, then six weeks later in early June and once in the late summer. Fertilizer will be applied to a dry lawn and then watered in after applying. A high nitrogen lawn food with approximately twice as much nitrogen as phosphorus and potassium should be used. Added iron is recommended for our area.
4. **Watering:** Enough water will be applied at each watering to soak the soil down to the depth of the root system. To conserve water, the amount of water applied will vary with the amount of natural rainfall. Recommended is 1" of water per week. The turf will be allowed to dry out between watering.
5. **Native Grass: Mowing of Native Grass Areas:** In order to enhance establishment of native grasses a regular mowing &/or weed-eating schedule shall be conducted for two full growing seasons. This will entail mowing to a height of 6" as needed to keep weeds from going to seed and to assist in grass plant crown maturation and spread.
6. **Weeds:** Weed control will be the responsibility of the homeowners association once established. Weed control will consist of regular herbicide applications after final grade work has been completed and before seeding or sodding is to occur. Once turf areas are established, broadleaf weeds will be managed with a liquid application of 2,4-D. This broadleaf herbicide will be applied on a still day to a wet lawn when temperatures are above 70 degrees and the area will then not be watered for 2 days to follow.
7. **Snow:** Snow removal within the park will be provided by 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. A landscape architect must certify on the landscape plans that 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.

Native shrubs and trees  
enhance outlet area and utilize  
additional moisture for growth

Stormwater pipe outlet



*Pipe Outlet Landscaping*

## SECTION 11. BUILDING FORM REGULATIONS

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

### 1. Building Height:

1. Residential Buildings: Building heights within all residential areas of the MCMA shall be limited to a maximum of 38 feet. Building height shall be measured from the highest ridge to the adjacent grade. The maximum building height shall never exceed that 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 4 feet.

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.

All single family homes will have a maximum of two stories above ground level.

### 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. Exterior walls shall not exceed 32 feet in length without a change of orientation such as the introduction of dormers, projected bays, or recesses greater than 2 feet. When refining roof forms consideration shall also be given to the prevention of excessive snow build-up and snow shedding.

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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 architect's expression of design. There will be a minimum of a 6 in 12 roof pitch on all main roofs, 3 in 12 pitch and 4 in 12 pitch are acceptable on dormers and porch roofs depending on the overall form and mass balance.

Roof protrusions other than chimneys and plumbing vent stacks shall not be located on any roof facing the front or street side of the building.

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

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

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 drifting 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.
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 wood siding materials to match exterior finishes of the building.



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

6. Exterior Wall Form: Exterior wall surfaces shall be no longer than 32 feet in length without the introduction of a minimum 4-foot recess, 4-foot projection or change in orientation.

Foundation walls shall be exposed a maximum of eighteen inches (18") above the ground. On sloping grades, siding shall remain at least 1'-0" above grade, and the upper edge of the water table shall remain level, stepping down the slope in increments of 4' or less. See above. Concrete foundations exposed more than eighteen inches (18") above grade must have an architectural finish (texture, pattern and/or color).

## SECTION 12. 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 whenever a building owner is contemplating opaque finishes or high maintenance areas. The use of materials and colors for all structures in the development districts shall blend into the surrounding site.

The following are the only allowable materials in Meadow Creek:

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.

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
- Rubber roofs in flat roof applications for exposed decks above living quarters
- Other similar materials, as allowed by the DRB
- All roof flashing vents, hoods, and roof accessories shall be copper or a pre-finished metal that blends with the color of the roofing material selected.

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

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

The 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 8 inches. Foundation exposure over 8 inches shall be finished with synthetic textured stucco (stained a subdued color in harmony with the building), stone, or treated wood.
3. Wood and Wood Product Siding: Smooth or rough sawn wood siding and approved composite wood products shall be the only acceptable exterior wood sheathing materials. All wood siding shall be painted or stained in accordance with approved building color scheme. Other wood product siding will be considered by the BMHOA on a case by case basis.
4. Shingles: Natural and synthetic shingles shall be used only as accent or detail materials within the composition of exterior finishes. Shingles shall not be the dominant exterior material on any building.
5. Natural Log: 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.

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

### Exterior Windows and Doors

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

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

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

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

3. Materials: Windows and doors shall be constructed of natural, stained or painted wood, or pre-finished aluminum, enamel or vinyl cladding. All glazing shall be framed in walls of stone, stucco or wood. Glass curtain walls shall not be approved in any circumstance. Mirrored glass shall not be used. Glass storm panels, set within the window sash, may be used within divided-light windows, provided that the storm panel is installed on the interior side of the window. Divided light glass must be authentic appearing.

4. Garage Doors: Garage doors shall be de-emphasized in the elevation of the building and screened. It is encouraged that all garage doors be separated for each vehicle. Single, double-width (14' or larger) garage doors will be considered, however, they must be detailed to appear to be separated for each vehicle.

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Decks, Balconies, Terraces and Porches:

1. Design: Front porches shall be required on all homes constructed within Meadow Creek subdivision, with the main entry door being 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 finished to be compatible with the color scheme of the house. No hot tubs shall be placed on front or side porches or yard areas without review of the DRB. All hot tubs approved for placement on side or front of structure shall be fenced with approved materials.

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 four inches square, and shall be paired together to diminish a thin visual appearance. For post applications a minimum of eight-inch square finished shall be acceptable. 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 16" x 16" square and wood columns shall be no less than 8" square. No exterior carpeting may be used if it is visible from any neighboring lot or the street.

Night Sky Requirements: 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, commercial or otherwise) shall be free of glare, and shall be fully shielded or shall be indirect lighting. No lighting shall be beyond a property's lot line. No ranch lights or unshielded lights shall be permitted. No mercury vapor lights shall be permitted. For purposes of this paragraph, the following definitions shall apply:

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 luminaire with intensity great enough to reduce a viewer's ability to see, and in extreme cases, causing momentary blindness.

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4. **Outdoor lighting:** The nighttime illumination of an outside area or object by any manmade device located outdoors that produces light by any means.

### SECTION 13. ARCHITECTURAL STANDARDS WHICH APPLY TO ALL LOTS

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

1. **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 with Accessory Dwelling Units
2. Lot Type II Standard Single Family Residences
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 Finished Square Footages:** The following above ground minimum, as per first floor footprint, finished 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 2,200 square feet
  - Two Story Homes, park front 1,750 square feet
2. Duplex and Triplex (Lot Type III and IV)-
  - Single Story Homes 1,200 square feet
  - Two Story Homes 600 square feet\*

\* Plus associated garage footprint. If no garage footprint then 800 sf minimum



3. Fourplex (Lot Type V)-
  - Single Story Homes 1,000 square feet
  - Two Story Homes 500 square feet\*

\* Plus associated garage footprint. If no garage footprint then 700 sf minimum

Maximum Finished 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 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 18.16.030.B.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 14. 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 10% of the cost of such work. If within 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 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 V 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.

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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 Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others 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 1 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 I 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.

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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.

Lot owners must inform and give notice to their contractors that dogs will not be allowed on construction sites at any time and the Lot 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 PROPERTY.

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 Lot or the Improvements thereon.

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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 UNSIGHTLYNESS.

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.

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SECTION 22. DRAINAGE.

No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his 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. KENNELS.

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 six (6) 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 homeowner'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 25. 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 26. FENCES.

One of the primary goals of Meadow Creek Subdivision is to create an atmosphere that is open and expansive. Perimeter lot fences are prohibited. Rear yard fencing only will be allowed (front yard fences are strictly prohibited). Rear yard fencing is not intended for the purpose of containing dogs. The "invisible fence", dog runs and kennels are for that purpose. Rear yard fencing cannot extend any farther forward on the lot than the rear corners of the house. On corner lots, the fence on the street side yard cannot extend any farther towards the street side than the rear corner of the house. (See Exhibit E: Fencing Diagram)

Fencing can only be of a 2 rail continuous system, non-degrading wood (like redwood or cedar) or a non-maintenance material such as a concrete rail system (the wood will be left in the treated natural appearance with no painting permitted), and will be three foot six inches (42") in height. Natural wood colors and stains for the preservation of fences are recommended. The inside of rail fences may be lined with inconspicuous wire fencing made up of architectural grade wire only (no chain link, chicken wire or non-approved wire) placed along the owner's yard side of the fence. Approved wire is to be determined by the DRB.

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Homeowners must determine the exact location of their property line and make sure that any fence constructed is within that property line prior to construction. A utility locator will be performed prior to any digging for fence installation. It is recommended that homeowners who are unsure of their property line location have a survey done to avoid any conflicts. In the event that a fence is located outside of the homeowner's property, the homeowner will be liable for all costs associated with the relocation of the fence. The design and location of fences must be approved by the DRB. Any fencing installed without DRB approval may be removed by the HOA with the homeowner liable for all associated costs. Any fencing installed by the Declarant shall be left in place and shall not be modified by the Lot Owner.

SECTION 27. NO RE-SUBDIVISION.

No Lot may be re-subdivided without the consent of the City and the Meadow Creek 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 28. LANDSCAPING. (SEE ARTICLE 4, SECTION 10)

SECTION 29. STREET TREE PRESERVATION.

No street tree installed by Declarant shall be altered or removed, and Owners 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 plantings of any such tree shall be at least two inch (2") caliper.

SECTION 30. 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 48 hours in a 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.

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SECTION 31. WEED CONTROL.

The Lot Owner shall control the weeds and all noxious plants on their lot; provided, however, that the owner shall not use spray or killing materials in such a way as to be harmful to humans or animals or to the other owners' vegetation. In the event an owner shall not control the weeds and noxious plants, the Association, after ten days written notice to an owner to control the same, may cause the weeds or noxious plants to be controlled, and may assess the lot owner for the costs thereof.

SECTION 32. SIDEWALKS.

Sidewalks, constructed to City of Bozeman standards, shall be installed, at the lot owner's expense, at, the time houses are constructed on individual lots. Pursuant to the Buy Sell Agreement an escrow account for the construction of the sidewalk will be established at closing. This amount is based on the sidewalk's square footage multiplied by \$3.75, then multiplied by 150% (sidewalk SF X \$3.75 X 150%). On a corner lot, the sidewalk will be constructed along the two sides of the street frontage. Upon the second anniversary (2 years) of the final plat recordation, any lot owners who have not constructed their sidewalks shall be required to install sidewalks on their lots, regardless of whether a home is constructed on the lot or not. If the Lot owner completes the sidewalk requirement within the two (2) year period and the sidewalk passes inspection by the HOA and City of Bozeman then the escrow deposits will be released to the Lot owner. If the Lot owner does not complete the sidewalks within the 2 year period then the funds will be released to the HOA and the HOA shall use these funds to install sidewalks.

SECTION 33. 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 34. EXTERIOR LIGHTING.

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. All light fixtures shall be arranged to deflect down and/or away from adjoining properties or streets. They will be placed at a height of six (6) feet measured from the top of the sidewalk adjacent to it, to the bottom of the light fixture itself. Light fixtures must incorporate cut-off shields to direct light downward. A maximum 60-watt CFL bulb will be used in all fixtures. (See Diagram)

SECTION 35. 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.

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SECTION 36. 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 37. 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 38. 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 acknowledgement that they understand and agree to abide by these restrictions. The Owner must provide a copy of the Lease Agreement and Acknowledgement 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 39. 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 40. 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.

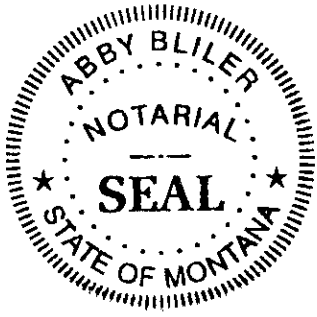
SECTION 41. BASEMENTS.

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 (front main entry) 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.

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NOTARY PUBLIC for the State of Montana  
Printed name: Abby Bliler  
Residing at: Gallatin County, Beneman  
My Commission expires: 12/1/2010

EXHIBIT A - MEADOW CREEK PHASE 1

EXHIBIT B - ENTIRE MEADOW CREEK SUBDIVISION

EXHIBIT C - DESIGN REVIEW APPLICATIONS

EXHIBIT D - LOT TYPES

EXHIBIT E - FENCING DIAGRAM

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# Exhibit A: Meadow Creek Phase 1

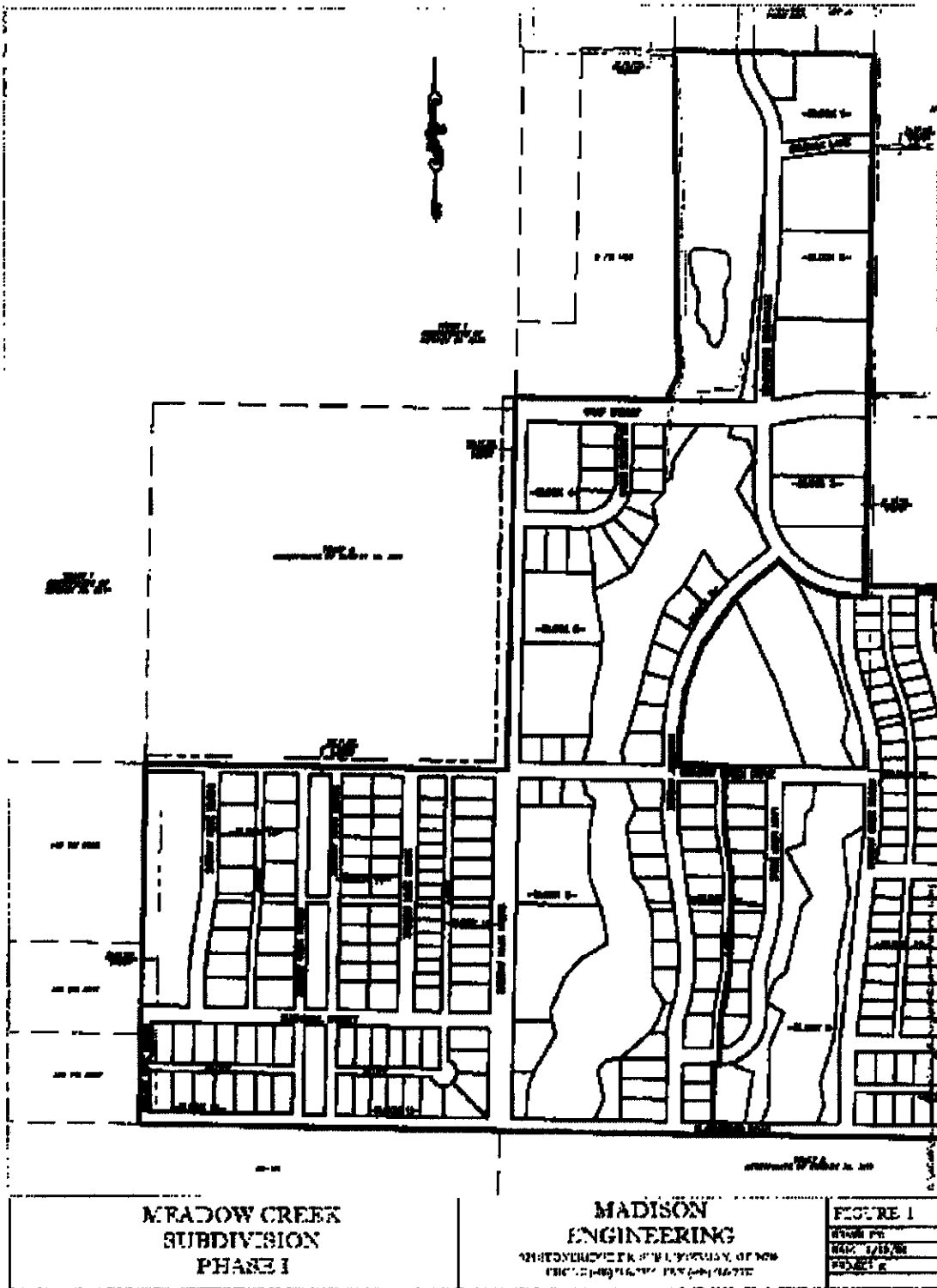
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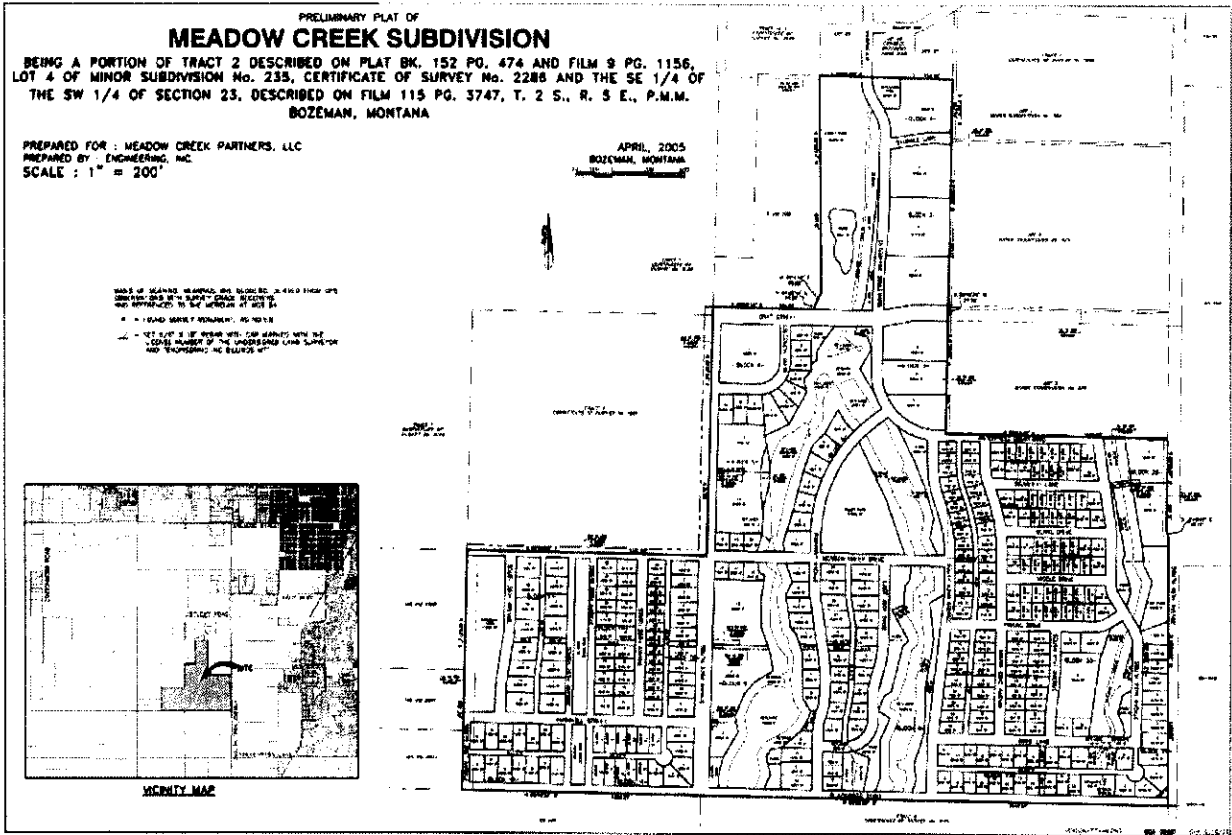
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# Exhibit B: Entire Meadow Creek Subdivision



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**Exhibit C:**  
**Construction Design Review Application**

LOT NUMBER, Phase: \_\_\_\_\_

Owner: : \_\_\_\_\_

Mailing Address: : \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: : \_\_\_\_\_

**BUILDER:**

Firm: : \_\_\_\_\_

Address: : \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: : \_\_\_\_\_

**ARCHITECT:**

Firm: : \_\_\_\_\_

Address: : \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: : \_\_\_\_\_

**LANDSCAPE ARCHITECT:**

Firm: : \_\_\_\_\_

Address: : \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: : \_\_\_\_\_

**INFORMATION**

1. Are any variances from the Meadow Creek Code being requested under this application?  
\_ Yes \_ No

If yes, please describe the variance and the reason for it.

\_\_\_\_\_  
\_\_\_\_\_

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**Exhibit C (Continued):**  
**Construction Design Review Application**

2. Items submitted (please check):

- Review Fee
- Acknowledgement Form
- Site Plan
- Floor Plans
- Roof Plan
- Elevations
- Landscape Concept Plan

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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# Exhibit D: Lot Types

## Lot Types Exhibit

1. Lot Type I- Standard Single Family with Accessory Dwelling Units
2. Lot Type II- Standard Single Family Residences
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

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# Exhibit E: Fencing Diagram

## FENCEABLE AREA

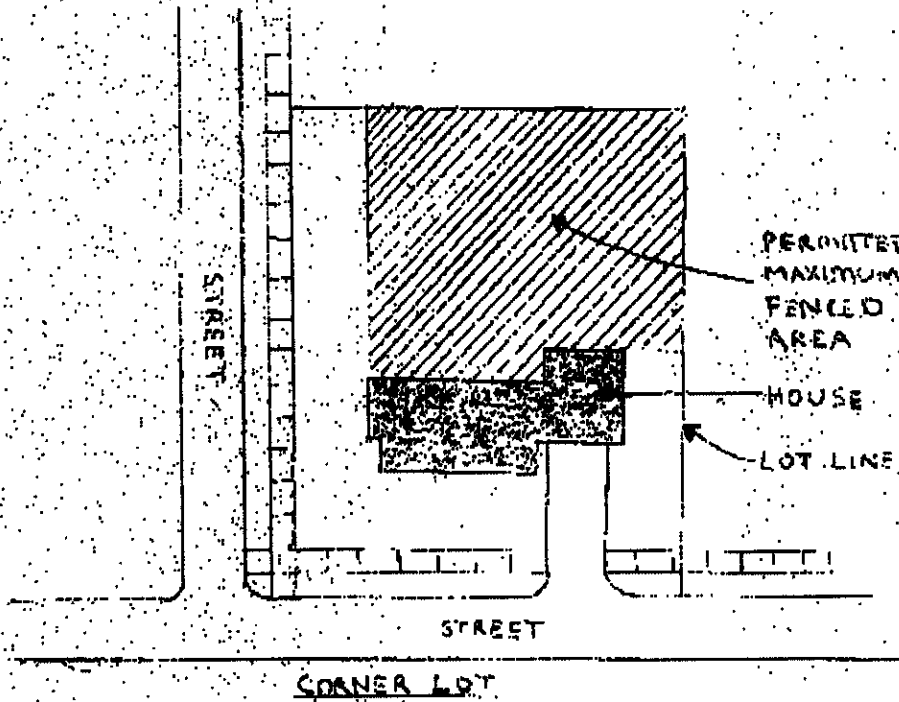
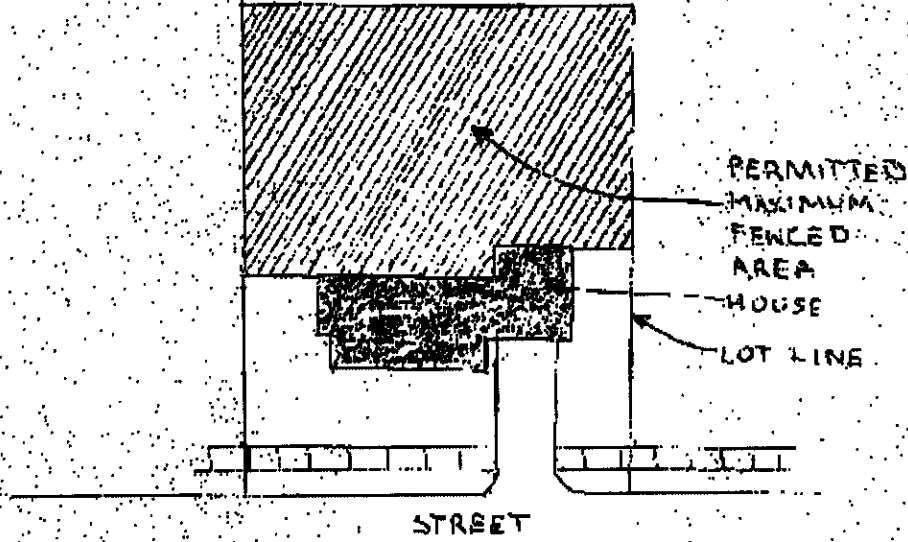


Exhibit E

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