

LEGENDS

at BRIDGER CREEK 

THE LEGENDS AT BRIDGER CREEK SUBDIVISION DECLARATION OF COVENANTS AND RESTRICTIONS

Section 1. Definitions.

- 1.1 **Subdivision:** The Subdivision at Bridger Creek Subdivision is referred to as the "Subdivision", "Subdivision", "Legends Subdivision" or "Subdivision at Bridger Creek".
- 1.2 **Homeowner's Association:** The Subdivision at Bridger Creek Homeowner's Association, Inc.
- 1.3 **Guidelines:** The Design Guidelines of The Legends at Bridger Creek Subdivision, as amended from time to time.
- 1.4 **Bylaws:** The Bylaws of The Legends at Bridger Creek Homeowner's Association, Inc.
- 1.5 **Declaration:** This document and amendments thereto from time to time.
- 1.6 **Property Disclosure:** The Property Disclosure for the Legends at Bridger Creek Subdivision, as amended from time to time.
- 1.7 **Lot:** Any separate, designated parcel within the Legends designated and set apart for the purpose of ownership.
- 1.8 **Residence:** An Owner's place of habitation or dwelling which is a structure constructed upon a Lot within the Subdivision, which structure shall meet the requirements set forth in the Guidelines, Declaration, Bylaws, and Property Disclosure.
- 1.9 **Owner:** The person owning a Lot or Residence in fee simple absolute, individually or as co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana.
- 1.10 **Common Area:** The portion of the Subdivision over which the Homeowner's Association and Declarant retain control, and the portion of the Subdivision in common ownership among the members of the Homeowner's Association.
- 1.11 **Declarant:** Initially means Aspen Partners I, LLC.
- 1.12 **Contractor:** Any person, general contractor, subcontractor, firm, association, partnership, corporation, limited liability partnership, or limited liability company engaged in construction services or performing any type of labor in or around the Residence or Lot.



2208973

Page: 1 of 12
11/10/2005 10:58A

Section 2. Preface.

2.1 Description. The Subdivision at Bridger Creek is a residential development set within three existing neighborhoods at the mouth of Bridger Canyon. The primary goal of the Declarant, the current owner of the property, is to create a development which blends into the surrounding neighborhoods and attempts to satisfy the goals of the City of Bozeman. The Subdivision at Bridger Creek strives to achieve this objective through the implementation of the Declaration, the Guidelines, the Design Board, and the Bylaws, which operate and should be read and construed in conjunction with this Declaration.

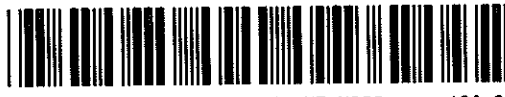
2.2 Zoning Regulations. This Declaration is in addition to those requirements set forth in the City of Bozeman Zoning Regulations ("Zoning Regulations"). In the event there is a conflict between the Zoning Regulations and the Declaration or the Guidelines, the Zoning Regulations shall control.

2.3 Reviewer/Design Review Board. All references to the Reviewer and/or Design Review Board herein shall mean the Reviewer and/or Design Review Board, whichever is currently serving as the reviewing authority per the terms of the Bylaws and Guidelines. All other provisions relating to the responsibilities and operations of the Reviewer and the creation, operations, and responsibilities of the Design Review Board shall be as set forth in the Bylaws and Guidelines. If the Bylaws and the Guidelines contain a conflict in relation to the Reviewer/Design Review Board, in any manner, then the Guidelines will control. The initial Reviewer shall be a professional chosen by Declarant, and named in the Guidelines.

2.4 Ownership and Location. The Declarant is the present owner of all of the property included within the boundaries of the Subdivision, a planned subdivision located in Gallatin County designated on the official plat on file and of record with the Clerk and Recorder of Gallatin County at Book _____ of Plats, page _____.

2.5 Adoption of Declaration. The Declarant hereby adopts this Declaration as such is further defined and set forth herein.

2.6 Purpose. It is the purpose of this Declaration to ensure that the Subdivision attempts to blend into its surroundings, complement and enhance the natural environment and preserve and protect the interests and investment of the individual Owners. This Declaration, and the covenants and restrictions contained herein, shall attach to and run with the land and shall constitute an equitable servitude upon the real property and every part of it, including all titles, interest and estates as may be held, conveyed, owned, claimed, devised, encumbered, used, occupied and improved. This Declaration is for the benefit of the entire Subdivision and every part of it and for the benefit of each Owner. The Declaration shall constitute benefits and burdens to the Declarant and to all persons or entities hereafter acquiring any interest in the subdivision. The Declaration provides general restrictions as to the use of the Lots, while the Guidelines provide appropriate details in order to ensure compliance with this Declaration. The Guidelines must be carefully consulted and followed to ensure the requirements of this Declaration are met. All the area of the Subdivision shall be controlled by this Declaration.



Section 3. Homeowner's Association.

3.1 Dues. The Homeowner's Association dues are currently estimated to be thirty-five dollars and no/100 (\$35.00) a month. However, dues may increase based on budget expenses being incurred. At closing of the sale of any lot, two months of Association Dues will be collected up front; one-half of which is associated with the first months dues, and one-half of which will be deposited into a reserve fund. The dues will be used in a manner that promotes the general welfare and safety of the Homeowner's Association members and will include, but may not be limited to, the following:

- Snowplowing and maintenance of internal trails and common area walkways.
- Maintenance of common landscaping, park land amenities and signage;
- Water and electric utility bills;
- Insurance coverage for the Board of Directors and Association owned property.

3.2 Formation. The Homeowner's Association will be formed when fifty percent (50%) of the Lots are sold. Until that time, the Declarant will be responsible for maintenance and collection of monthly dues. An Owner shall send payment for Homeowner's Association dues at the beginning of each month, including the time period prior to the month the Owner moves in, to:

Brownstone Capital, Inc.
P.O. Box 9079
Missoula, Montana 59807

Section 4. Combination of Lots. Two contiguous Lots may be combined to constitute one Lot, and that Lot will be treated as one Lot. Three contiguous Lots may be combined to constitute two Lots, and those sites will be treated as two Lots. Any combining of Lots shall be completed in accordance with Montana law and shall be required to meet any requirements, processes, and /or regulations set forth by the County of Gallatin and /or the City of Bozeman. A combined Lot shall be treated as a single Lot for purposes of determining assessments. No Lot may be further subdivided. If one or more Lots has been combined, the Owner of the combined Lot shall be entitled to the vote or votes, as set provided for in the Bylaws. If the vote is in relation to Amendment of this Declaration, then the provisions relating to Amendment set forth in this Declaration shall control.

Section 5. Covenants and Restrictions.

5.1 Residential Use.

5.1.1 Single Family Per Unit. One single family dwelling is allowed per Lot. Owners should carefully review the Zoning Regulations to ensure compliance with all such zoning regulations. All Lots will be used solely for private single family residential uses. Only single family homes with attached or non attached garages will be permitted. Where possible, each single family residence shall be a minimum of 2,000 square feet of finished or conditioned space, excluding garages and other storage spaces. It should be noted that some Lots, particularly R-3 Lots, in the Legends Subdivision are not large enough to accommodate a 2,000 square foot Residence, and on those

Lots, residences can be smaller than 2,000 square feet in size. The Reviewer can advise each Owner and/or potential Owner whether or not a Lot will be required to meet the 2,000 square foot requirement, as set forth in this Section.

5.1.2 Construction, Lot Site Preparation Maintenance, and Landscaping. Any and all construction, alterations or improvements shall be subject to advance approval by the Reviewer. Each Owner shall also submit a landscape plan with any plans for construction. Construction and landscaping shall be performed diligently and in accordance with the guidance set forth by the Reviewer or Design Review Board, and in accordance with the Declaration, Guidelines, and Property Disclosure. Owner shall reference the Bylaws and Guidelines, and inquire with the Homeowner's Association, as to whom to submit such plans-e.g. name of Reviewer or location of Design Review Board, whichever is applicable.

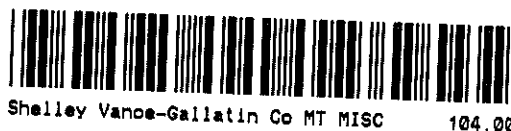
5.1.3 Commercial Use Prohibition. No Lot shall ever be occupied or used for any commercial or business purpose except for an office or studio fully contained within the single family residence as defined hereinafter. Nothing contained herein limits the Owner's ability to lease the dwelling for residential use.

5.1.4 Occupation Conducted Within Residence. Residence occupations incidental and secondary to residential use as defined in this Declaration are allowed. A Residence occupation is an occupational use of a Residence customarily conducted entirely within the Residence by the inhabitants thereof. Such use must be clearly incidental and secondary to the use of the Residence as living quarters, and in connection with such use, there must be no on-premise sales of products; no on-site employment of persons; no generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the Residence; no employees who do not reside in the Residence; no use of commercial vehicles for deliveries to or from the Residence; no signs or structures advertising the occupation; no excessive or unsightly storage of materials or supplies or working on autos, boats, or trailers other than normal maintenance of such vehicles or recreational equipment; and it shall not be used for meeting the general public customers, or clients.

5.1.4.1 Examples. For guidance, the following uses are examples of Residence occupations: the making of clothing (excluding mass manufacturing of clothing); the giving of music lessons; service or product providers who maintain a telephone and office within the Residence but the services and products are provided and sold off the premises; the pursuit of artistic endeavors such as making of pottery, ceramics, paintings or bronzes, and the like, provided that the products are marketed and sold outside the Residence, and no foundries are located in the Residence.

5.2 Trailers and Mobile Homes. Trailer homes and modular homes are prohibited on any Lot. Recreational vehicles, motor or mobile homes, vehicle trailers or other trailers, and boats must be kept in a garage or otherwise screened from view. The Homeowner's Association may determine if an Owner is in violation of this section.

5.3 Mining Prohibited. No prospecting, mining, quarrying, tunneling, excavating, or drilling for any substance on or within the earth, including oil, gas, hydrocarbons, minerals, gravels, sand, rock, or earth shall be permitted.



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

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

5.6 Facades Facing Story Mill Road. In order to protect the intended aesthetic value of the Subdivision, the Guidelines will require additional architectural elements to be included on the facades of all R-3 Lots that face Story Mill Road. (See attached exhibit for acceptable style.)

5.7 Rear Yard Fences-Lots One Through Eight. As set forth in the Guidelines, Rear yard fencing on Lots one (1) through eight (8) on Block two (2), adjacent to Story Mill Road, shall not exceed a maximum height of three (3) feet, six (6) inches tall and shall be of open style only. This section shall not be construed to impose an obligation upon an Owner to install rear yard fencing. All fencing must be approved and installed consistent with the requirements set forth in the Guidelines.

5.8 Orientation and Placement of Lots. Corner Lots are to be oriented in such a manner as set forth in Exhibit A attached hereto. Similarly, Lots are to be setback from pathway corridors consistent with Exhibit A. Any Lot, upon which lies a townhouse, must meet the requirements set forth in Exhibit A for purposes of ingress and egress access to the townhouse.

5.9 Certificate of Compliance. Before any Owner may occupy or otherwise use a Residence or other structure in the Subdivision, the Owner must obtain a certificate of compliance from the Reviewer in the form set forth in the Guidelines. Such certificate shall acknowledge compliance with the Guidelines in the design and construction of the Residence or other structure built within the Subdivision.

5.10 Domestic Pets. No domestic animals or fowl shall be maintained on any Lot except as provided herein. Not more than three generally recognized house or yard pets are permitted, provided that such animals shall at all times be restrained or leashed. The Homeowner's Association shall make the final determination in any dispute as to whether a pet is "generally recognized." Excessive barking or other animal noises shall not be tolerated. If any animals are caught or identified chasing or otherwise harassing wildlife or people, or barking excessively, the Homeowner's Association shall have the authority to have such animal(s) impounded at any available location, and may assess a penalty against the owner of such animal(s) of not more than fifty dollars (\$50.00) plus all costs of impoundment. If any such animal(s) are caught or identified chasing or harassing wildlife or people, or barking excessively on any additional occasion, the Homeowner's Association shall have the authority to have such animal(s) impounded and may assess a penalty of not more than one hundred dollars (\$100.00) per animal, plus costs of impoundment. No owner of any animals(s) impounded for chasing or harassing wildlife or



people, or for barking excessively, shall have a right of action against the Homeowner's Association or any member thereof, for the impoundment of any such animal(s).

5.11 Maintenance of Lots. Owners shall maintain Lots and improvements in good repair and appearance at all times. All landscaping improvements and property shall be kept and maintained in good, clean, safe, sound, attractive, thriving and sightly condition and in good repair at all times.

5.12 Vegetation and Weeds. The control of noxious weeds by the Homeowner's Association on those areas for which the Homeowner's Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weal Control District. "Noxious Weeds" shall mean those weeds, which have been declared noxious by the State of Montana and/or Gallatin County. Re-vegetation by the Owners is required, and any plan of re-vegetation must be approved by the Reviewer. Owners shall be responsible for the control of noxious weeds on his or her respective lot. Both unimproved and unproved lots shall be managed for noxious weeds. In the event an Owner does not control noxious weeds, on his or her lot, within ten (10) days after receiving notice of such from the Homeowner's Association, the Homeowner's Association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment. The Homeowner's Association is responsible for control of any noxious weeds on the Subdivision's parks, open spaces, community areas, trails, roadways, and specifically, the right of way along Story Mill Road. If the Homeowner's Association is not yet formed, then for purposes of this Section, maintenance, including any cost and expense, of any such noxious weeds in the subdivisions, parks, open spaces, community areas, trails, roadways, and specifically, the right of way along Story Mill Road shall be the responsibility of all of the Owners, as a whole.

5.13 Noxious, Offensive, or Hazardous Activities. No noxious, offensive, or hazardous activities shall be permitted upon any portion of the Lot nor shall anything be done on or placed upon any portion of the Lot which is or may become a nuisance to others. No light shall be produced upon any Lot or other portion of the Lot which shall be unreasonably bright or cause unreasonable glare. No sound shall be produced on any Lot or other portion of a Lot which is unreasonably loud or annoying, including but not limited to speakers, horns, whistles and bells or excessive barking or other animal noises.

5.14 Off-Road Motorized Vehicles. No off-road motorized travel shall be permitted. Use of snowmobiles within the Subdivision is also prohibited. Use of motorized vehicles is subject to ordinances and regulations of the City of Bozeman.

5.15 Hunting and Firearms. Neither hunting nor the discharge of firearms shall be allowed in the Subdivision.

5.16 Signs. No signs, billboards, posters, displays, advertisements or similar structures shall be permitted except as approved in advance in writing by the Reviewer.

Section 6. Common Areas, Easements, Utilities, and Right of Access.

6.1 Common Area. The design of the Subdivision incorporates Common Areas, including the water delivery system as shown on the final plat of the Subdivision. Owners shall have the right to use and enjoy the Common Areas and facilities. No improvements shall be constructed on such Common Areas. No gates or obstructions shall be placed upon or shall impede access to any Common Area. The Homeowner's Association shall maintain liability insurance and pay any applicable tax assessments on the Common Areas.

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

6.3 Ingress and Egress Easement. An easement for general ingress and egress to each Lot and to all Common Areas for the general use of all Owners and their guests shall exist over all Common Areas, roads, and trails within the Subdivision.

6.4 Pathways and Residential Sidewalks. As set forth in the Guidelines, all Owners shall construct residential sidewalks conforming to City of Bozeman standards on all public street frontages of the Owner's lot prior to the occupancy of any Residence. However, notwithstanding occupancy, such sidewalk shall be constructed no later than three (3) years after the Subdivision plat is recorded. The Declarant shall perform reasonable maintenance on all pathways within the Subdivision until fifty percent (50%) of the Lots are sold. Thereafter, the Homeowner's Association shall be wholly responsible for all pathway maintenance.

6.5 Infrastructure Improvements. Declarant acknowledges that all infrastructure improvements including water and sewer main extensions, public streets, curb/gutter, sidewalks fronting parks, open space, rear yard frontages or other non-lot frontages, and related storm drainage infrastructure improvements shall be financially guaranteed or constructed prior to final plat approval.

6.6 Utility Easement. A general utility easement for such utilities as electricity, gas, sewer, communications, telephone, water, television, cable communications and other utility equipment is provided for within the Subdivision. All Owners shall have the right to enter upon and excavate in such easements but only upon the written approval of the Reviewer. Easements for ingress and egress and for utilities shall not be moved, deleted or restricted without the written approval of all affected Owners. Utility companies and Owners must restore disturbed land as close as possible to the natural condition of the land before work commenced.

6.7 Installation and Maintenance of Utilities. The source for the installation of electric power,



telephone, and water line service shall exist at the junction of the main access road and Lot drive ways. Owners shall bear all responsibility and costs from such junction to Residences. All utilities of every nature shall be installed and maintained underground. Piping and wiring shall be concealed. Each Owner shall be responsible for utility installation and maintenance in accordance with state and local regulations.

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

6.9 Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Subdivision or the Common Areas to or for any public use other than those areas indicated on the preliminary plat application.

Section 7. Enforcement.

7.1 Parties That Can Enforce. The provisions of this Declaration may be enforced by the Homeowner's Association, Reviewer, or the Declarant.

7.2 Action upon Violation. In the event of violation or threatened violation of any provision of this Declaration, or the Guidelines or any other rules or regulation adopted by the Homeowner's Association, legal proceedings may be brought in a court of law or equity for injunctive relief and damages. In addition, the Homeowner's Association, Reviewer, or the Declarant may enforce this Declaration by serving notice in writing on the person or entity violating this Declaration which notice shall specify the offense, identify the location and demand compliance with the terms and conditions of this Declaration. Such notice shall be personally served. Enforcement of this Declaration shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate this Declaration. Such legal proceedings may be either to enjoin or restrain violation of the Declaration or to recover damages or both. In the event of action to enforce this Declaration, the prevailing party shall be entitled to costs and a reasonable attorney's fee.

7.3 Liability and Waiver. The Reviewer, Homeowner's Association, and the Declarant shall not be liable to any person or entity for any entry, self help or abatement of a violation or threatened violation of this Declaration. All Owners, invitees and guests shall be deemed to have waived any and all rights or claims for damages for any loss or injury resulting from such action except for intentionally wrongful acts.

7.4 Failure to Enforce Not Constitute Waiver. The failure by the Declarant or its assigns, the Homeowner's Association, the Reviewer or any Owner to enforce any covenants or restrictions contained herein shall not be deemed a waiver or in any way prejudice the right to enforce this Declaration at any time against any person breaking any covenant or restriction breached thereafter or to collect damages for any subsequent breach of this Declaration.

Section 8. Covenant Applicability. All of the real property and Lots, referenced above and described as the Legends Subdivision, shall be subject to the restrictions and covenants set forth herein whether or not there is a reference to the same in a deed or conveyance. A breach of any of the foregoing covenants or



restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any Lot or portion of the real property or any improvements thereon. However, this Declaration shall be binding upon and inure to the benefit of any subsequent Owner who acquires by foreclosure, trustee sale or otherwise, title to property within the Subdivision.

Section 9. Property Subject to this Declaration Additions Thereto

9.1 Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Bozeman, Gallatin County, Montana, and is more particularly described in Exhibit "A" attached hereto and by reference made a part of this Declaration.

9.2 Additions to Existing Property. Additional properties may become subject to this Declaration in the following manner:

- (a) **Additions by the Declarant.** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of development which are contiguous to the lands described in said Exhibit "A." For this purpose, the term "contiguous" shall mean adjacent to or adjoining. The additions authorized shall be made by the execution and formal filing by the Declarant of one or more supplementary Declarations of Covenants and Restrictions with respect to the additional property and by the Declarant filing with the Association a general plan of development for the proposed additions. Unless otherwise stated therein, such general plan shall bind the Declarant to make the proposed additions. No consent or approval of such supplementary declaration must be obtained from any owner or any party who may have acquired a security interest in any of the lots, unless a contract or agreement exists requiring such consent or approval. No addition to the properties shall diminish an owner's interest in his lot or living unit, or such owner's voting rights in the Association.
- (b) **Mergers.** Upon a merger or consolidation of another association with the Association, the properties, rights and obligations of both associations shall be transferred to a surviving or consolidated association corporation or, in the alternative, the properties right and obligations of another association may be added to the properties, rights and obligations of the Association, which shall serve as the surviving association corporation, pursuant to a merger. The surviving or consolidated association corporation may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. In the event that the implementation, administration, and enforcement of the covenants and restrictions as "one scheme" causes inconsistencies, conflicting provisions, questions relating to voting rights or any other issues, then the Declarant (or the Association, if it has taken control of the Subdivision) shall have the exclusive right to adopt written procedures for resolving and addressing any such issues. The Declarant's (or the Association's) written statement(s), in this regard, shall be controlling in this respect, unless later revoked or amended by the Declarant (or the Association). No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within the existing property, except as hereinafter provided.

Section 10. Perpetuity. This Declaration shall continue in full force and effect and shall run with land as legal and equitable servitude in perpetuity unless amended as set forth herein.



Section 11. Amendments. This Declaration shall remain in effect until amended or terminated. This Declaration, and any portion thereof, may be amended, terminated or supplemented at any time by the execution of a written document containing the terms of the amendment, supplement or termination of any of the covenants, (duly acknowledged by a Notary Public, and recorded with the office of the Gallatin County Clerk and Recorder), in the following manner: (1) if the subdivision has not been released to the Homeowner's Association, then the Declarant may amend this Declaration unilaterally at any time; (2) if the Subdivision has been released to the Homeowner's Association, then amendment, termination, or supplementation of this Declaration shall only occur through a written document executed: by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision based on one vote per Lot. If one or more Lots has been combined, the Owner thereof shall be entitled to one vote and/or one signature for each original Lot which created the combined Lot. If there is more than one Owner for an individual Lot, each Owner must execute the amendment, supplement or termination document to count for one vote towards the seventy-five percent (75%) total.

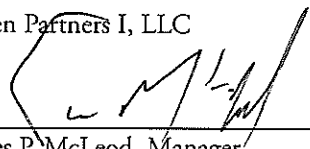
Section 12. Severability. Captions and paragraph headings are designated herein as a matter of convenience. A determination of invalidity of any portion of this Declaration shall not in any manner affect the other portions or provisions, all of which shall remain in full force and effect.

Section 13. Homeowner's' Association. The Homeowner's' Association shall be constituted, shall conduct its business, and shall have the authority and responsibility as provided herein and in its Bylaws. In the event of a conflict between the Bylaws and this Declaration, the Bylaws shall prevail.

IN WITNESS WHEREOF, this instrument has been executed this 8th day of November, 2005.

DECLARANT:

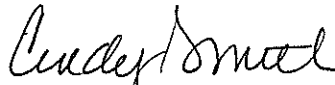
Aspen Partners I, LLC

By: 
James P. McLeod, Manager

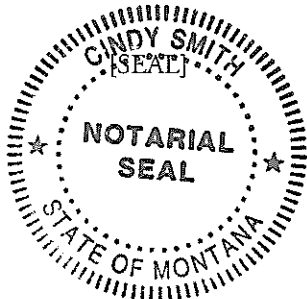
STATE OF MONTANA)
County of Missoula : ss.)

On the 8th day of November, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. McLeod, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

WITNESS my hand and official seal.



Notary Public for the State of Montana
Print Name: Cindy Smith
Residing at: Missoula
My commission expires: 02-28-2006



2208973

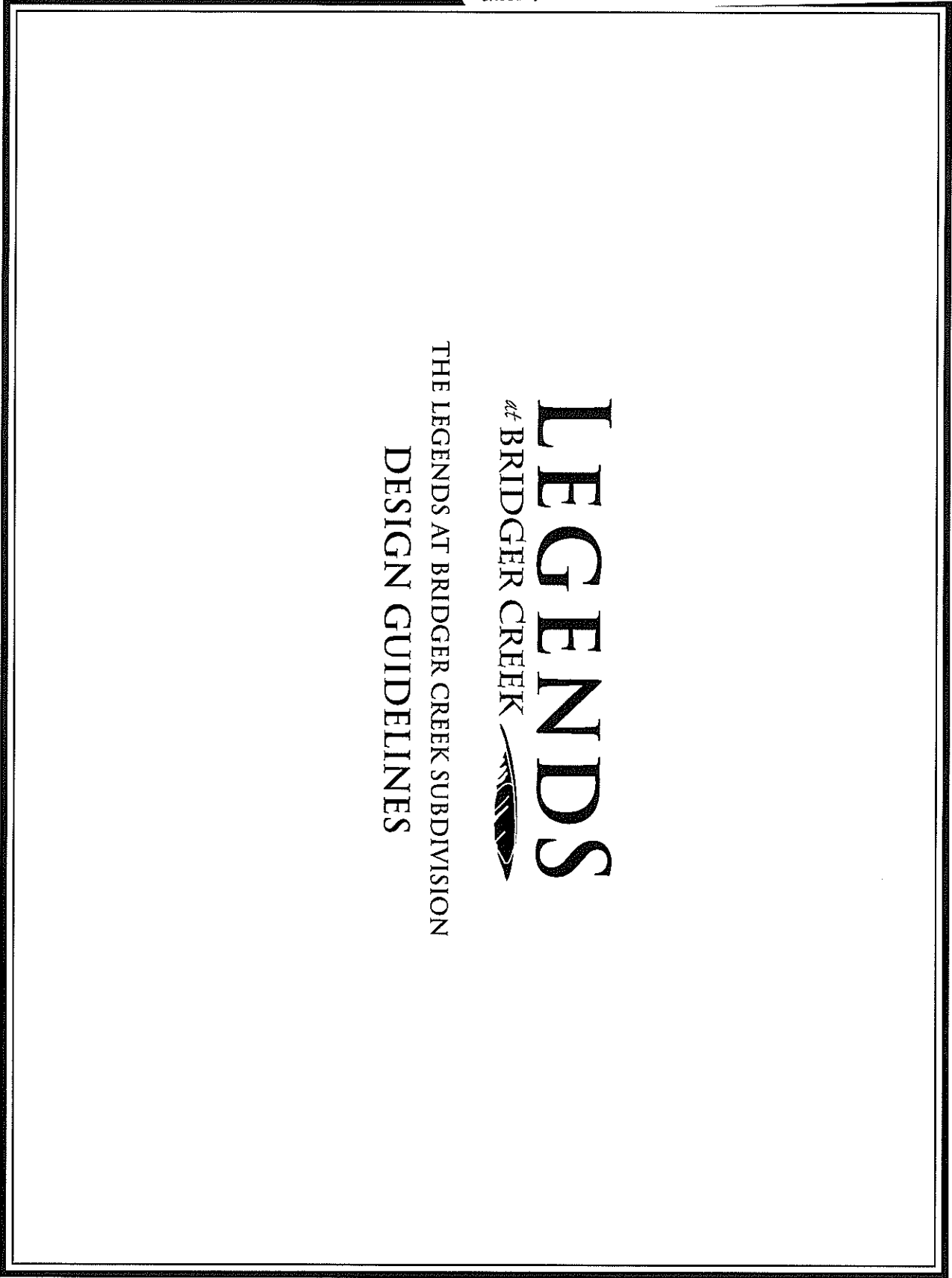
Page: 11 of 12
11/10/2005 10:58A



Shelley Vance-Gallatin Co MT MISC 104.00



PLATTED *BN*




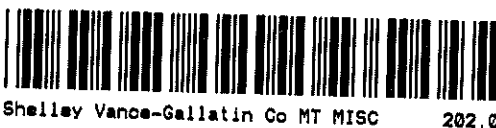
LEGENDS
at BRIDGER CREEK 
THE LEGENDS AT BRIDGER CREEK SUBDIVISION
DESIGN GUIDELINES

TABLE OF CONTENTS

OVERVIEW.....	4	SECTION 7	Site Planning	7
SECTION 1	Definitions	7.1	Grading	7
1.1	Subdivision	7.2	Drainage	7
1.2	Home Owners Association	7.3	Driveways	7
1.3	Property Disclosure	7.4	Parking	8
1.4	Guidelines	7.5	Pathways and Residential Sidewalks	8
1.5	Bylaws	7.6	Garages	8
1.6	Declaration	7.7	Foundations	8
1.7	Lot	7.8	Alley Design Guidelines	8
1.8	Residence	7.9	Alleys-Approved Small Trees	9
1.9	Owner	7.10	Chimney	9
1.10	Declarant	7.11	Exterior Equipment	9
1.11	Common Area	7.11.1	Satellite Antenna	10
1.12	Contractor	7.11.2	Fences	10
SECTION 2	Preface	7.11.3	Pet Houses, Runs, and Enclosures	11
2.1	Purpose and Intent	7.11.4	Recreation, Sports, and Play Equipment	12
2.2	General Design	7.11.5	Exterior Lighting	12
2.3	Amendment and Applicability	7.12	Landscaping	12
2.4	Administration and Enforcement of Guidelines	7.12.1	Requirements and Restrictions	12
2.5	Building Permits and Compliance Board	7.12.2	Tree Regulations and Requirements	12
2.6	Owner Responsibility	7.12.3	Noxious Weeds and Re-vegetation	12
2.7	Reviewer/Design Review Board	7.12.4	Completion of Landscaping	13
2.7.1	Successor Reviewer/Design Review Board- Restatement of Bylaws	7.13	Temporary Structures	13
SECTION 3	Applicability	7.14	Debris and Trash Removal	13
SECTION 4	Conflicts and Controlling Authority	7.15	Construction Activity and Dust	13
4.1	Ordinances, Codes, and Regulations	7.16	Access, Vehicles, Parking and Equipment	13
4.2	Covenants, Conditions, and Restrictions	SECTION 8	Hold Harmless Agreement	14
SECTION 5	Owner Responsibility	SECTION 9	Security	14
SECTION 6	Review of Construction Plans	SECTION 10	Hunting	14
		SECTION 11	Design Review Process	14
			11.1 Overview	14
			11.2 Review Criteria	14



11.3	Professional Assistance	14
11.4	Knowledge and Compliance	14
11.5	Review Process	15
11.5.1	Pre-Design Meeting	15
11.5.2	Preliminary Submittal and Review	15
11.5.3	Final Plan Submittal and Review	16
11.5.4	Construction Permits and Monitoring	17
11.5.5	Final Inspection and Certificate of Compliance	17
11.6	Multiple Units	18
11.7	Review of Modification	18
11.8	Variances	18
11.9	Resubmission	19
11.10	Review Fees	19
11.10.1	Initial Application-New Construction/ Original Lot Improvement	19
11.10.2	Major Alteration or Addition	19
11.10.3	Mirror Architectural Modification or Addition ...	19
11.10.4	Changes or Resubmission of Approved or Unapproved Plans	19

SECTION 12

Submittal Forms

- Initial Submission Form
- Schematic Design Review Form
- Construction Document Review Form
- Pre Construction Conference and Construction Observation Form
- Final Approval Form



THE LEGENDS AT BRIDGER CREEK SUBDIVISION DESIGN GUIDELINES

The purpose of the Legends at Bridger Creek Subdivision Design

Guidelines, set forth below, is to ensure that all Improvements are compatible with the design objectives and overall vision of the development of the Legends Subdivision. The objectives include preserving and enhancing the Bridger Creek corridor setting and creating and maintaining an appropriate and unified design throughout the community. These Guidelines were developed to promote consistency with the style of landscape design and architecture that reflects and enhances the image of the area, creates a sense of community where neighborhoods foster lasting friendships, and preserve the value of each Owner's investment in this unique community.

The Legends Subdivision will consist of a mixture of single and multi-family home sites interspersed with open space, walking trails and parkland, and a community center is proposed for future development. These Guidelines and procedures are to be used by all persons involved in the construction, renovation, addition, landscaping and/or implementation of any other alteration to any Lot or residence within the Legends Subdivision.

The Guidelines will be administered and enforced by the terms set forth herein and in accordance with any procedures set forth in the Legends at Bridger Creek Subdivision Declaration of Covenants and Restrictions, the Legends at Bridger Creek Homeowner's Association formation documents, and/or the Legends at Bridger Creek Subdivision Property Disclosure. Please note that the Aspen Partners I, LLC, as the Declarant has specific control in relation to the aforementioned documents, and thus, the Declarant may have the unilateral ability to amend these documents from time to time. It is suggested that any potential purchaser of a Lot in the Legends Subdivision, and all Lot Owners secure assistance from a legal professional for purposes of reviewing and understanding all documents relating to the Legends Subdivision.

Summary of Design Review Process. These Guidelines establish a design review process for purposes of implementing the requirements set forth herein, as well as any established by the Declaration of Covenants and Restrictions, the Homeowner's Association formation documents, and the

Property Disclosure. The design review process provides parameters in relation to improvements of Lots in the Subdivision. Further, it outlines a chronological review process intended to decrease inefficient use of time in plan development, and to avoid construction delays or revisions during the building process.

WARNING: BEFORE PURCHASING A LOT IN THE LEGENDS SUBDIVISION AND/OR BEFORE IMPROVING SUCH LOT, IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO DETERMINE IF APPROVAL MUST BE SECURED FROM A GOVERNMENTAL BODY/WHETHER FEDERAL, STATE, OR LOCAL-TO LEGALLY COMPLETE SUCH IMPROVEMENT. PLEASE NOTE THAT GAINING APPROVAL(S) FROM THE APPROPRIATE GOVERNMENTAL BODIES FOR AN IMPROVEMENT DOES NOT RELIEVE THE PROPERTY OWNER OF THE RESPONSIBILITY TO OBTAIN REVIEWER'S APPROVAL, AS REQUIRED HEREIN. ACCORDINGLY, SECURING THE REVIEWER'S APPROVAL, AS PROVIDED FOR HEREIN, DOES NOT RELIEVE THE PROPERTY OWNER OF THE RESPONSIBILITY TO OBTAIN THE NECESSARY GOVERNMENTAL BODIES' APPROVAL(S).

For example, although an Owner may have secured final design approval from the Reviewer, in accordance herewith, the Owner must also meet all submittal and approval requirements of the City of Bozeman Planning and Building Departments to obtain any necessary building permits.

Legends at Bridger Creek design review process, unless otherwise noted takes place in five steps. For purposes of these five steps, the Reviewer, as defined by these Guidelines, the Declaration of Covenants and Restrictions, the Homeowner's Association formation documents, and the Property Disclosure, will primarily review any plans for improvement to ensure compliance with these Guidelines. The five steps are set forth in these Guidelines, and it is important that each potential Purchaser, Lot Owner, and any professional assisting a Lot Owner with improvements and construction become familiar with the five-step process. As later noted in these Guidelines, the Lot Owner must retain competent assistance from an



approved Architect, Landscape Architect, Civil Engineer, Soils Engineer and a licensed and bonded Contractor, as appropriate for completion of improvements and construction, which must be reviewed as stipulated by these Guidelines.

It should also be noted that illustrations of sample residential development plans are available from Aspen Partners I, LLC, the Developer/Declarant, upon request. Any such illustrations are intended to convey general design concepts and are not meant to impose specific plans or design solutions for specific residences.

Again, please review the Design Guidelines, as set forth hereinafter, and please be sure that any professional that will assist with the improvement process has ample opportunity to review and understand the provisions of these Guidelines.

Section 1. Definitions

1.1 Subdivision: The Legends at Bridger Creek Subdivision is referred to as the "Subdivision", "Legends", "Legends Subdivision" or "Legends at Bridger Creek".

1.2 Homeowner's Association: The Legends at Bridger Creek Homeowner's Association, Inc.

1.3 Property Disclosure: This document and amendments thereto from time to time.

1.4 Guidelines: The Design Guidelines of The Legends Bridger Creek Subdivision, as amended from time to time.

1.5 Bylaws: The Bylaws of The Legends at Bridger Creek Homeowner's Association, Inc.

1.6 Declaration: The Declaration of Protective Covenants and Restrictions of The Legends at Bridger Creek Subdivision, as amended from time to time.

1.7 Lot: Any separate, designated parcel within the Legends designated and set apart for the purpose of ownership.

1.8

Residence: An Owner's place of habitation or dwelling which is a structure constructed upon a Lot within the Subdivision, which structure shall meet the requirements set forth in the Guidelines, Declaration, Bylaws, and Property Disclosure.

1.9

Owner: The person owning a Lot or Residence in fee simple absolute, individually or as co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana.

1.10

Declarant: Initially means Aspen Partners I, LLC.

1.11

Common Area: The portion of the Subdivision over which the Homeowner's Association and Declarant retain control, and the portion of the Subdivision in common ownership among the members of the Homeowner's Association.

1.12

Contractor: Any person, general contractor, subcontractor, firm, association, partnership, corporation, limited liability partnership, or limited liability company engaged in construction services or performing any type of labor in or around the Residence or Lot.

Section 2.

Preface

2.1

Purpose and Intent. The purpose of the Guidelines is to ensure that all improvements are compatible with the design objectives and overall aesthetic vision of Legends. The design objectives include preserving and enhancing the Bridger Creek area corridor. The objectives further include the creation and maintenance of an appropriate and unified design which is aesthetically pleasing. These Guidelines are meant to promote consistency between the style of landscape design and architecture and the current image of the surrounding area. It is the intention of these Guidelines to create a sense of community where neighborhoods foster lasting friendships, and preserve the value of an Owner's investment in this unique community. **General Design.** The master plan for the Legends contemplates a mix of single and multi-family Residences

2.2



2208974
Page 5 of 26
11/10/2005 10:58A



interspersed with open space, walking trails and parkland. A community center is proposed for future development. The Legends consist of a mixture of multi-family residential and custom residential structures. A number of Illustrations are included in the Guidelines to assist Owners and their consultants in understanding the objectives and visions of Legends. These illustrations are intended to convey general design concepts and are not meant to impose specific plans or design solutions.

2.3 Amendment and Applicability. The Guidelines are to be used by all persons involved in the construction, renovation, addition, landscaping and/or any other alteration to any Lot within Legends. The Guidelines may be amended from time to time by the Declarant, in its sole discretion.

2.4 Administration and Enforcement of Guidelines. The Guidelines will be administered and enforced by either (a) the Declarant or its designee or (b) the Reviewer, in accordance with procedures set forth in the Declaration.

2.5 Building Permits and Compliance Bond. No building, structure, road, fence or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any site, and no construction activities or removal of trees or other vegetation shall be commenced until approved by the Reviewer. A compliance bond may be required in the amount of up to \$10,000 and if so, it will be held in an escrow account administered by the Reviewer. Upon completion of construction and landscaping of the sites, the job will be reviewed by the Reviewer, and when satisfactorily completed, the compliance bond will be released to the Owner. Some or all of the bond may be used by the Reviewer to complete unfinished landscaping or other work needed on the site, if not satisfactorily completed by the Owner of the site.

2.6 Owner Responsibility. An Owner has the responsibility to ensure that they have the most current edition of these

Guidelines, and have carefully reviewed the Guidelines, Bylaws, Declaration, and Property Disclosure.

2.7 Reviewer/Design Review Board. The initial Reviewer shall be Studio Architects, Inc. and any review fees shall be paid directly to Studio Architects, Inc. The initial review fees, as set forth herein, is subject to change at the Reviewer's discretion. The Reviewer shall have the responsibility to review construction, landscaping, and improvement plans to ensure compliance of those plans with the terms and provisions set forth herein, in the Property Disclosure, and in the Declaration. In regard to other responsibilities and the future of the Reviewer and Design Review Board, the following, which is set forth in the Bylaws, shall control:

2.7.1 Successor Reviewer/Design Review Board-Restatement of Bylaws. Declarant shall have sole responsibility for the appointment of any successor Reviewer, and for creation and operating guidelines of any Design Review Board formed by the Declarant. Until a Design Review Board is created, the Reviewer shall have the sole responsibility for the review requirements of construction and improvements on the Lots, as such is set forth in the Declaration, Property Disclosure and Bylaws. When/If the Declarant elects to create a Design Review Board, it shall replace the Reviewer and take over the Reviewer's review responsibilities. The Declarant shall have sole discretion in determining the number of members on the Design Review Board, the appointing of those members, the length of the terms of those members, and all other matters concerning the operations of the Design Review Board, including but not limited to, the election and reelection of said members, the governing body over the Design Review Board (whether the Declarant or some other entity or individual).

Section 3. Applicability. These Guidelines, and any subsequent revisions, are applicable to all construction commenced within the Subdivision,



Page: 6 of 26
11/10/2005 10:58A

Shelley Vance-Gallatin Co MT MISC 202.00



and any amendments or additions thereto from time to time.

Section 4. Conflicts and Controlling Authority.

4.1

Ordinances, Codes, and Regulations. To the extent that the City of Bozeman ("City") ordinances, building code or regulations require more restrictive standard than the standards set forth in the Guidelines, Bylaws, Declaration, or Property Disclosure, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Guidelines, Bylaws, Declaration, or Property Disclosure shall prevail.

4.2

Covenants, Conditions, and Restrictions. In the event of any conflict between the Guidelines and the Declaration, the Declaration shall govern and control.

Section 5. Owner Responsibility. Each Owner is responsible for complying with these Guidelines and all provisions of the Bylaws, Declaration, and Property Disclosure on file in the public records of Gallatin County, Montana as such documents may be amended from time to time, as well as any applicable agreements, rules and/or regulations entered into or adopted by the Homeowners Association or any applicable governing authority.

7.2

to blend with natural contours. Ends of walls are not to end abruptly, but are to create natural looking transitions with existing landforms and vegetation. Retaining walls are not to exceed 4 feet in height. Where grade change exceeds 4 feet, stepped-back or terraced wall structures with ample planting terraces (4-foot minimum width) are to be used. Walls exceeding 2 feet in height are to be designed with a minimum 2:12 batter. Shrubs and vines are to be planted at the base and top of walls to blend with the site. The slope of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities, but in any case should not exceed 2:1 slope unless it can be demonstrated that a steeper slope will not result in erosion. Natural slopes are to be used instead of structures wherever feasible.

Section 6. Review of Construction Plans. The Reviewer shall review all plans relating to site planning to determine compliance with these Guidelines. No construction shall commence until the Reviewer has approved the site plan and any other plans related to the construction of a Residence or other improvements.

Drainage. Modifications to existing drainage patterns are allowed only if approved by the Reviewer. The Reviewer may require the Owner to submit an engineered drainage study of proposed modifications. Owners shall reimburse the Reviewer for any engineering fees incurred by the Reviewer in reviewing proposed drainage modifications. Finished ground surface at the foundation shall grade away from the foundation. Runoff from impervious surfaces, such as roofs and pavement areas, shall be directed to natural or improved drainage channels or dispersed into shallow sloping vegetated areas. Site drainage must meet all applicable environmental regulations. Impervious man-made swale linings are not permitted.

Section 7. Site Planning

7.1

Grading. Grading requirements resulting from development shall be designed to blend into the natural landscape. Cuts and fills should be feathered into the existing terrain, within the property boundary. All retaining walls, which are visible from the streets and/or Common Areas, are to be built of natural or cut stone, laid so as to appear structural and not veneered. The tops of walls are to be shaped

7.3

Driveways. The finished floor elevation of a Residence will be dictated by the driveway location and grade. This relationship must, therefore, be carefully considered when designing and situating the Residence and driveway. The construction and maintenance of all driveways shall be the responsibility of the Owner. Driveways shall be crowned and sloped for adequate drainage and safety. Driveways shall be constructed of concrete paving units, stone cobbles or concrete. Driveway materials shall restrict weed growth



and maintain a clearly defined edge between the landscaped area and the driveway surface. Driveway materials shall withstand deterioration from winter snow plowing and erosion. Any other material used to construct a driveway shall be approved by the Reviewer.

7.4 Parking. Each single-family Residence shall provide for at least 2.5 parking spaces in size to allow for interior storage and shall be fully enclosed within a garage. For Residences that do not have an alleyway, each driveway, not including the garage area, will provide a minimum of four parking spaces and be attached or semi-attached to the Residence.

7.5 Pathways and Residential Sidewalks. All Owners shall construct residential sidewalks conforming to City of Bozeman standards on all public street frontages of the Owner's lot prior to the occupancy of any Residence. However, notwithstanding occupancy, such sidewalk shall be constructed no later than three (3) years after the Subdivision plat is recorded.

7.6 Garages. In creating a sense of community, it is important that the front entry, rather than the garage, dominate the front elevation. Consequently, side-loading or recessed garage configurations are required for Residences without an alleyway. In most cases, massing requirements will require offsetting of front loading garages. Doors shall be recessed to a minimum of 6 inches in an exterior wall. A third garage bay on front elevations is only allowed if distinctly separated from the other two bays. At least two feet of horizontal separation and an appropriate change in roof line is required. Carports are discouraged, but are subject to Reviewer approval, and must be integrated into the overall design of the elevation. For Residences that have an alleyway, garages must be placed behind the Residence and accessed via the alleyway. Side-loading garages are required where feasible to avoid a series of protruding garages. Front loading garages should be offset from the primary structure to meet massing requirements. Garage doors shall be subdued and oriented away from the street, and shall be de-emphasized in the elevation of the Residence. Garage elevations and doors are an integral

part of the design of any Residence. Consequently, architectural forms, materials and design details used in the Residence's elevation, should be incorporated into all garage elevations. The use of decorative garage doors with relief or trim compatible with the architectural style of the Residence is required. It is recommended that the surface of the garage door be of the same materials and color as the siding, or other significant exterior detail of the Residences, or natural wood color.

7.7 Foundations. In the interest of creating a close integration between the Residence and its site and landscape, foundations and grading should be designed to give the appearance of Residences emerging from the ground. The top of the foundation must be at least 12 inches above finished surface. Finish floor elevations must be at a minimum equal to or exceed the elevations listed in (See appendix A). Materials that are used to finish the concrete must convey mass rather than a covering.

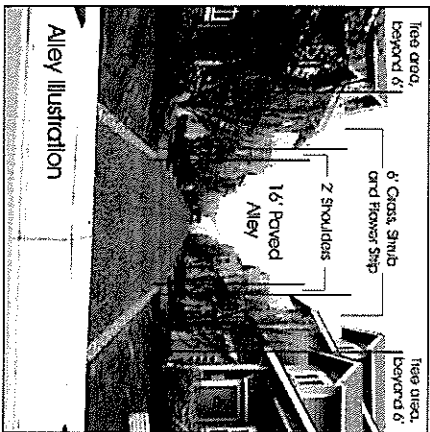
7.8 Alley Design Guidelines. Alleys are intended to serve as primary access to garages and secondary access for vehicular circulation, service and delivery. Alleys are not anticipated to accommodate through-traffic. Alleys, located in back of the rear of each Lot, will maintain the integrity of the streetscape on the front side of the homes by discouraging the interruption of pedestrian movement along sidewalks and through front-yard driveways. Alleys also eliminate the visual impact of the garage door on the front yard as well as possible traffic conflicts associated with vehicles backing onto busy streets. It is anticipated that alleys will eliminate street-side curbcuts, which will enhance the attractiveness of on-street visitor parking. In the Legends Subdivision, alleys will be paved to a width of sixteen feet within a twenty foot wide alley right-of-way allowing for a two foot wide gravel shoulder on each side. The gravel shoulder will be kept clear for the purpose of enhanced visibility and snow removal during the winter season. Underground utilities may be located within the alley right-of-way.

As always, each Owner must secure the Reviewer's approval of any developments that coordinate the Owner's

Lot with the alley. However, in order to meet the intentions of the alley design guidelines, as set forth in this Section, the following are some guidelines in relation to the construction upon, and improvement of, Lots, so that each Lot coordinates with its contiguous alley(s):

1. Garage aprons shall be constructed of concrete to provide a contrasting material to the asphalt pavement of the alley,
2. Apron depth shall be at least 8 feet to conform to the overall dimensions of the alley, shoulder and landscape strip, and
3. Apron width may vary depending on the width of the garage door and bays.

The following is an example diagram of an alleyway in the Legends Subdivision, and it shall provide each Owner with an impression of the layout of alleys in the Subdivision, so as to help each Owner, and assisting professionals, with preparing plans for construction and/or improvements in relation to alleys:



7.9 Alleys-Approved Small Trees. Before planting any small trees in or near the alleyway or on the alley right-of-way,

each Owner must verify that the planting location(s) do(es) not conflict with the alignment of underground utilities. If you have any questions or concerns in regard to whether a planting location is appropriate or if a tree is an approved small tree in the Legends, it is advisable to contact the Reviewer for input. In the Legends Subdivision, the following small trees are approved for use in the vicinity of the alley:

<u>Common Name</u>	<u>Botanical Name</u>
Japanese Tree Lilac	Syringa reticulata
Schubert Chokecherry	Prunus virginiana 'Schubert'
Flowering Crabapple	Malus varietis
Amur Chokecherry	Prunus maackii
European Birchcherry	Prunus padus
Ussurian Pear	Prunus ussuriensis
Leprechaun Ash	Fraxinus
Toha Hawthorn	Crataegus x mordenensis

7.11 Chimneys. A chimney can be an excellent design feature. They are naturally strong elements because building codes require that they be taller than the surrounding roofline. A careful choice of materials and proportion is necessary to fully benefit from the chimney as a design element. The use of exposed concrete block or exposed stovepipe type chimneys is not permitted. The proportions of the chimney should give a substantial, stable appearance. Fireplace and mechanical flues and vents should be consolidated and enclosed within the chimney. All fireplaces and wood burning devices must be approved by the United States Environmental Protection Agency and must comply with any applicable state or local requirements. All chimneys must contain spark arrestors. Owners are encouraged to plumb burning devices for natural gas.

7.11.1 Exterior Equipment. The following exterior equipment is permitted, but subject to restrictions, within the Subdivision:

7.11.1 Satellite Antennas. The following satellite antennas are permitted: (i) A satellite antenna designed to receive direct

broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; (ii) A satellite antenna designed to receive video programming services via multipoint distribution services, including multi-channel, multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or (ii) a satellite antenna that is designed to receive television broadcast signals.

7.11.1.1

Satellite Antenna Placement. Placement of a permitted antenna, as provided in section 5.8.1, on the rear or side portion of a Residence shall not require prior approval of the Reviewer, provided such placement does not pose a safety hazard to anyone within the Subdivision. Any permitted antenna mounted on the rear or side portion of a Residence shall be painted so that it blends into the back ground against which it is mounted, provided such painting does not interfere with reception. While placement of any permitted antennas on the rear or side portion of a Residence is desired, in the event an Owner can not receive an acceptable quality signal by placing a the antenna on the rear or side portion of a Residence, the Owner may place the antenna on the front portion of the Residence, provided the antenna is painted to blend into the back ground against which it is mounted, and further provided that placement of the antenna on the front portion of the Residence does not pose a safety hazard to anyone within Legends. Rooftop installation is not allowed.

7.11.2 Fences - Approval and Restrictions. All fencing is highly discouraged and is only permitted pursuant to these Guidelines and Reviewer approval.

7.11.2.1

Front Yard Fences, Gardens and Courts. Front yard fences are strictly prohibited. Fences around tennis courts, sports courts and gardens are permitted provided that the size and construction type shall have been approved by the Reviewer.

Rear Yard Fencing. The only rear yard fencing that is permitted within the Subdivision is fencing

7.11.2.2

7.11.2.3

intended for the purpose of containing young children. Therefore, unless the Owner has young children, all fencing is highly discouraged.

Privacy Fences. A privacy fence will drastically alter the appearance of a Lot and adjacent Lots. For this reason, it is recommended the Owner discuss fencing plans with adjacent Lot Owners prior to filing an application with the Reviewer. Generally, privacy fencing will not be allowed unless a need for such fencing is shown, and adjacent Lot Owners do not express substantial opposition.

7.11.2.4

Existing Fences. If an Owner plans to attach a fence to an existing fence on a neighboring Lot, or if the Owner's contemplated fence will at any point be on the Owner's property line, or cross the property line onto an adjacent Lot, it is highly recommended that the Owner obtain written approval from the Owner of the affected Lot prior to filing an application with the Reviewer.

7.11.2.5

Property Survey - Fences. Owners must determine the exact location of their property line and make sure that any contemplated fence will not encroach upon an adjacent Lot. It is recommended that Owners, who are unsure of their property line location, have a professional survey completed to avoid any conflicts. In the event that a fence is located outside of the Owner's Lot, the Owner will be liable for all costs associated with relocation of that fence, including the cost of a professional survey.

7.11.2.6

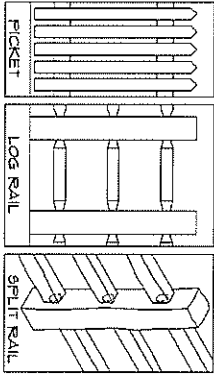
Fence Material and Design. Fencing can only be made of wood and of an open style design and may not exceed three (3) feet six (6) inches in height. Fences around tennis courts, sports courts and gardens may exceed three (3) feet six (6) inches in height provided that the size and construction type shall have been approved by the Reviewer. Appropriate fence types include:



1. "Open" (non-solid) wood fences, such as split rail and horizontal board;
 2. Low stone walls (when used as an extension of stone foundations; and
 3. Wing wall extensions that match building materials.
- Inappropriate fencing materials/types include:

1. Concrete blocks;
2. Chain links;
3. Wrought Iron;
4. Stucco;
5. Solid board;
6. Brick; and

Appropriate Fence Types



In all cases, the side of the fence which is more finished than the opposite side must be constructed with the finished side facing out (toward neighboring properties) and the framing side shall face the Owner's Lot.

7.11.2.7

Rear Yard Fences-Lots One Through Eight.

Rear yard fencing on Lots one (1) through eight (8) on Block two (2), adjacent to Story Mill Road, shall not exceed a maximum height of three (3) feet, six (6) inches tall and shall be of open style only. This section shall not be construed to

7.11.2.8

impose an obligation upon an Owner to install rear yard fencing. All fencing must be approved and installed consistent with the requirements set forth in the Guidelines.

Publicly Visible Fences. Fences and walls visible from roads, trails, parks, public spaces, and/or Common Areas shall be designed with the intent of incorporating plant materials to cover at least fifty-percent (50%) of structural components at plant maturity. Fences around tennis courts, sports courts and gardens may require additional detailing and landscape treatments, as specified by the Reviewer, to mitigate off-site visibility.

7.11.2.9

Privacy Screens. Privacy screens may be used in conjunction with hot tubs or sunning decks. The screening shall be consistent with the overall design of the Residence. Privacy screens shall not be taller than the edge of the roof eaves, and shall not be longer than 24 feet in uninterrupted length. Screen fencing is to be used to block views of utilities, mechanical equipment, trash enclosures and outdoor work areas, and may extend up to 6 feet in such areas, if the fence is close to the Residence and does not adversely affect off-site views.

7.11.3 Pet houses, Runs, and Enclosures.

7.11.3.1

Location and Design. Pet houses must be compatible with the Residence in color and material. Enclosures to confine pets in an area less than the entire back yard must be placed in a location where minimum nuisance and inconvenience is caused to neighbors, and away from shared property lines and living areas of neighborhood Residences. Generally, this means a pet house, run or enclosure should be located away from shared property lines. Consideration will be



given to maximum size. Kennels and stables are prohibited.

7.11.3.2

Chain Link Dog Runs. Chain link fences for dog runs are only permitted if placed inside solid privacy fencing, softened by supplemental landscaping. Such dog runs must be well screened.

7.11.3.3

Underground Pet Fences. Underground electronic pet retaining perimeter fences are permitted.

7.11.4

Recreation, Sports, and Play Equipment. Recreational play equipment should be placed in rear yards whenever possible. 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 Residence or an associated garage. Play structures cannot exceed nine (9) feet in total height. Consideration as to location, size, impact and noise will be reviewed with each application.

7.11.5

Exterior Lighting. The intent of the lighting restrictions is to reduce the amount of light pollution and to limit the obtrusiveness to neighboring Lots. Exterior lighting shall be subdued, understated and attempt to be indirect (when in relation to neighborhood lots). Area lighting shall have concealed light sources and shall be all white. Lighting shall be "down" type and shall not radiate out from the Lot. In all cases, excessive glare to neighboring Lots or circulation shall be avoided. No halogen lights are permitted. Each Owner shall provide a downcast light at their drive location. A lighted address sign must be approved and specified by the Reviewer. Exterior building lighting, either attached to or as part of the Residence, is only permitted to the extent necessary to provide for general illumination, security and safety at entries, patios, outdoor spaces and associated landscape structures. Subtle lighting of plant materials may be approved if not visible from off-site locations and achieved through hidden light sources. Pole-mounted lighting is not permitted. Any application

for construction or improvement should specify the location of lighting on the Lot, height of light fixtures above the ground, wattage and detailed descriptions of the fixtures.

7.12

Landscaping.

7.12.1

Requirements and Restrictions. Landscaping shall be performed only as approved by the Reviewer. Landscaping can be effectively used to accent driveways, define space, create "soft" privacy screens, and reduce the visual impact of fences, and sheds. Since landscaping is a design element, consideration should be given to the relationship between the applicant's Residence and adjacent Residences. Planting and maintenance of trees and shrubs may not obstruct sight lines required along road ways. Plantings must not block sun to, or views from, neighboring Lots, reduce air circulation to neighboring Lots, nor encroach upon walkways or block walkway lighting. Shade patterns of larger trees and possible physical damage to other Lots, by encroaching vegetation or trees, must be considered. Owners must select plants which, upon maturity, will be of an appropriate height and width in order to comply with the above stated restrictions. Minimum landscaping requirements include, among other restrictions, that the soil (except in flower beds) be covered with living ground-cover (such as grass) or standard landscape material (such as bark) which provides weed, dust, and erosion control.

7.12.2

Tree Regulations and Requirements. Pursuant to regulations and requirements imposed by the City of Bozeman, trees must be planted in certain locations on each Lot, and the trees must be of a certain type and variety. The trees must comply with a specific vegetation design plan for the Subdivision, which was established in coordination with the City of Bozeman. The Reviewer has a copy of this vegetation design plan. In order to ensure compliance with this plan and all tree regulations and requirements, each Owner must contact the Reviewer before selecting or planting trees on the Lot to inquire as to the location of



said trees, and the type of trees the Owner must plant.

7.12.3 Noxious Weeds and Re-vegetation. Owners shall control all noxious weeds on their respective Lots and shall destroy them according to county standards. Re-vegetation, as shall be approved in advance by the Reviewer, shall be required for all disturbed areas. Natural and native species are encouraged; non-native species may be restricted or prohibited and must be approved by the Reviewer before planting. The Owner must complete the restoration of vegetation and landscaping within forty-five (45) days following the construction of the Residence or within such period as may be reasonably necessary as dictated by weather conditions.

7.12.4 Completion of Landscaping. Landscaping of the front yard must be performed immediately upon completion of construction. Landscaping of the remainder of the Lot must be completed within one year of completion of construction.

7.13 Temporary Structures. Temporary structures, such as sanitary facilities, construction trailers, material storage facilities and trash receptacles must be contained within the Lot and must not be placed on the Lot more than twenty (20) days before construction begins. Under special circumstances, and with the prior approval of the Reviewer, construction materials may be stored outside the Lot if such storage does not adversely affect the native landscape. Portable toilets shall be located only within the Lot or in an area approved by the Reviewer. All temporary structures shall be removed within thirty (30) days after completion of construction.

7.14 Debris and Trash Removal. Contractors must clean up all trash and debris on the construction site at the end of each day. Trash receptacles must be adequately sized to handle construction debris. Trash and debris must be removed from each construction site at least once a week

and transported to an authorized disposal site. During construction, each site must be kept neat and tidy to prevent it from becoming unsightly or affecting adjacent Lots. The Owner shall be responsible for taking necessary precautions to prevent debris from blowing off the construction site and shall clean up any debris blown off the Lot. Any cost incurred by Reviewer in collecting and/or disposing of construction debris or trash may be assessed against the performance bond and, if any portion of such cost is unpaid, it shall become a lien against the Lot on which the debris or trash originated.

7.15 Construction Activity and Dust, Mud and Noise. Each Contractor shall be responsible for controlling dust, mud and noise, including, without limitation, music from the construction site. Radios, tape players, and similar items, must be kept at a low level to minimize disturbance to neighbors and wildlife. Dirt, mud or debris from construction activity must be promptly removed from roads, open spaces, driveways or other areas of the Subdivision.

7.16 Access, Vehicles, Parking and Equipment. Each Contractor shall assure that the subcontractors, employees, and suppliers comply with applicable speed limits. Parking is restricted to areas within the Lot under construction or in areas designated by the Reviewer. Contractors are not permitted to park on other Lots or adjacent Lots without written approval of the adjacent Lot Owner and the Reviewer. Vehicles shall not be parked in a manner which inhibits traffic. Vehicle maintenance, including oil changes, and cleaning by Contractors, is restricted to the Lot under construction, and all residue must be cleaned.

Section 8. Hold Harmless Agreement. The Owner shall hold the Declarant and the Homeowners Association harmless from any claims for damage, and shall be liable to Declarant for any damages to Declarant or Declarant's property, arising from construction related activities involving



Shelley Vance-Gallatin Co MT MISC

202.00

2208974

Page: 13 of 26
11/10/2005 10:58A



the Owner's Lot.

Section 9. Security. It is suggested that Contractors provide temporary security fencing at the construction site. Security lighting may be used if approved by the Reviewer. Guard animals are not allowed.

Section 10. Hunting. The Legends is located within the City of Bozeman, therefore hunting and the discharge of firearms in the Subdivision is prohibited.

Section 11. Design Review Process.

11.1

Overview. These Guidelines and the design review process, set forth below, help create a community environment within the development and serve to protect each Owner's investment in the Legends by providing certainty in the level of quality and design of structures and surrounding landscape throughout the Legends. While these Guidelines are intended to provide a framework for construction and modifications, these Guidelines are not all-inclusive. Each Owner is responsible for complying with these Guidelines as well as all other applicable provisions of the Bylaws, Declaration, and Property Disclosure, and all applicable local, state, and federal codes, ordinances, rules, regulations, and restrictions in order to bring the design review process to a prompt and satisfactory conclusion. It is the Owners' responsibility to determine if governmental approval is required for each aspect of their construction, and improvements. Approval by the appropriate government body does not relieve the Owner of the responsibility to obtain Reviewer and/or Reviewer approval nor does Reviewer and/or Reviewer approval relieve the Owner of the responsibility to obtain governmental approval.

The design review process outlined below applies to the following categories of construction:

1. New building construction;
2. Roads, driveways and site work;

3. Additions to fences or enclosures;
4. Renovation, expansion, or refinishing of the exterior of existing buildings, including any color changes other than restoration or repair of structures in conformance with the most recently approved plans for the Residence; and
5. Major site and/or landscape improvements.

11.2

Review Criteria. In its review process, the Reviewer may consider, without limitation, the quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Review decisions may be based on purely aesthetic considerations. The Reviewer, however, shall not grant approval for a proposed construction that is inconsistent with these Guidelines, unless the Reviewer elects to grant a variance. Only the Declarant or the Homeowner's Association (when formed and in operation) has the power and right to overrule any variance granted by the Reviewer.

11.3

Professional Assistance. Throughout the construction planning process, the Owner shall retain competent assistance from an approved architect, landscape architect, civil engineer, soils engineer and a licensed and bonded contractor as appropriate.

11.4

Knowledge and Compliance. Upon executing purchase documents, all Owners and potential buyers will be deemed to have read and accepted all provisions of the Declaration, Property Disclosure, Bylaws, the Guidelines and any other documents concerning the Subdivision. Buyers shall comply with all terms of such documents.

11.5

Review Process. The design review process is divided into five phases:



1. Pre-Design Meeting/Site Visit;
2. Preliminary Plan Submittal and Review;
3. Final Plan Submittal and Review;
4. Construction Permits and Monitoring; and
5. Final Inspection and Certificate of Compliance.

11.5.1 Pre-Design Meeting. Prior to the development of construction documents, the Owner or its agent shall request a pre-design meeting. This meeting may be held with the Reviewer or its representative. The goal of the pre-design meeting is to discuss the Owner's construction objectives and the impact of these Guidelines. It is suggested that this meeting be attended by the Owner's design team and held before any formal design work is begun. No plan materials are required at this time, but sample designs may be introduced for discussion. The pre-design meeting may be held prior to purchase of any Lot. Pre-design meetings may be waived for Owners or Contractors who have previously participated in a pre-design meeting. This review may include a site inspection to discuss particular building and landscaping opportunities for the particular Lot. The scope of the pre-design meeting will include a discussion of the following matters:

1. The Legends' approximate property boundaries;
2. Easements and utilities;
3. Architectural, site and landscape design guidelines;
4. Characteristics and design opportunities of the specific Lot;
5. Preliminary design concepts;
6. Design review and approval process;
7. Construction process and bonding requirements; and
8. Other considerations and suggestions related to the specific Lot.

11.5.2 Preliminary Submittal and Review. Upon

completion of preliminary design meeting, the Owner or its agent shall submit an Application for Preliminary Review to initiate review of the proposed design of the Lot, building and landscaping. A fee will be in association with this submission. The preliminary submittals shall include a site plan at a scale no less than 1" = 20" on a 24"x36" or a 30"x42" sheet showing the locations and areas of:

1. the Residence and all other buildings or major structures
2. the driveway with the percent of grade indicated and parking areas
3. decks and patios
4. recreational facilities
5. walls and fences
6. proposed utility services
7. the general location of nearest structures (if any) on adjacent Lots; and
8. elevations of all building floors, patios and terraces shown in relation to Lot contour elevations. It is recommended that the Owner or its agent schedule a meeting with the Reviewer to discuss the preliminary plans and answer any questions about the project. The preliminary review will include a site inspection, and the Owner should have the Lot and relevant structures generally located on the site at this time.

11.5.3 Final Plan Submittal and Review.

11.5.3.1 Plan Submittal. After approval of the preliminary design, the following documents should be submitted to the Reviewer with the Application for Final Plan Review:



2208974
Page: 15 of 26
11/10/2006 10:58A

202.00

Shelley Vance-Gallatin Co MT MISC

11.5.3.1.1

A duplicate set of complete construction documents for the Residence, including building sections which illustrate the Residence, all utility locations, utility meter and transformer locations (and screening techniques), and any approved adjustments to locations. Sample of exterior materials and colors, window and glass specifications, and accent items. These shall be mounted on an 18"x24" board clearly marked with Owner's name, filing date, and Lot number, and identified with manufacturer's name, color, and/or number.

11.5.3.1.2

A complete landscape plan at the same scale as the site plan, showing the entire Lot, indicating the following: all areas to be irrigated; locations, size and species of all trees (greater than four (4) feet in height) and all other plants to be added; all exterior walks, drives, patios; and other decorative features including exterior lighting. A legend using clear symbols and nomenclature must be provided on the landscape plan. A complete grading plan establishing the existing and proposed grade in sufficient detail as may be required by the Reviewer to fully evaluate the potential impact of the proposed construction, proposed cuts/fills, retaining walls or extended foundations. At a minimum, this plan must show the existing elevation of the four (4) corners of the Lot and the finish grade elevations at all building corners. It must also describe the exterior lighting plan and lighting details of lights greater than 254 inches high.

11.5.3.2

Plan Review. The Reviewer will conduct the pre-design meeting and reviews of proposed plans during its regular meetings or at such other times as the Reviewer deems appropriate. Owners, architects, or Contractors shall have the right to make a presentation at any of these meetings, with timely request to do so. Reviewer meetings will

be scheduled in advance and will be held at the information offices of Legends or any other location determined by the Reviewer. Owners participating in any meeting will be notified of the meeting time. The Reviewer will send written notification of its action on each design submitted within 30 business days of the receipt of a completed application. The Reviewer's decision shall be in one of the following forms:

1. "Approved" - The entire application as submitted is approved.
2. "Approved as Noted" - The application is not approved as submitted, but the Reviewer's suggestions for curing objectionable features or segments will be noted. The Owner must correct the plan's objectionable features or segments, and the Owner may be required to resubmit the application.
3. "Disapproved" - The entire application, as submitted, is rejected in total. The Reviewer may provide comments but is not required to do so.

11.5.3.3

Return of Plans and Written Response. One set of plans shall be returned to the Owner, accompanied by the Reviewer's records and notes. If the Reviewer fails to respond within thirty (30) calendar days, approval shall be deemed to have been given. Any response issued by an Owner in reference to issues contained in the Reviewer's notice, following review of submittals, must be addressed to the Reviewer in writing.

11.5.4 Construction Permits and Monitoring.



11.5.4.1

Conformity with Approved Plans. Once the plans have been approved, then all work must conform to the approved plans. The Reviewer or its representative will review work in progress during the construction phase. If it is determined by the Reviewer that work completed or in progress on any Lot is not in compliance with the Guidelines or any approval issued by the Reviewer, the Reviewer shall directly or through the Declarant, notify the Owner and/or Contractor if any, in writing of such non-compliance specifying in reasonable detail the particulars of non-compliance and shall require the Owner and/or Contractor to remedy the particulars of non-compliance and shall require the Owner and/or Contractor to remedy the same. If the Owner and/or Contractor fails to remedy such non-compliance or fails to commence and continue diligently toward achieving compliance within the time frame stated in the notice, then such non-compliance shall be deemed to be in violation of these Guidelines.

11.5.4.2

Commencement. If construction does not commence on a project for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans. Construction cannot be initiated until the final construction drawings are approved.

11.5.4.3

Government Approval. Construction drawings must also be submitted to the City Building Department after final design approval is obtained from the Reviewer, and the Owner must obtain a building permit prior to commencement of construction. Any modifications required by the City must be resubmitted to the Reviewer for approval.

11.5.4.4

Completion. Construction shall be completed within one (1) year of its commencement except when, and for so long as, such completion is delayed due to causes beyond the reasonable control of the Owner. If construction is not completed on a Residence within one (1) year, the incomplete construction shall be deemed to be in violation of these Guidelines. In the event of such violation, the Reviewer may notify the Homeowners Association, and the Homeowners Association may, at its option, either complete the exterior of the Residence in accordance with the previously approved drawing, or remove the improvement and return the Lot or Residence to its natural state prior to the beginning of any work. The Owner shall reimburse the Homeowners Association for all expenses incurred in connection with actions taken by the Homeowners Association pursuant to this provision. If the Owner does not reimburse the Homeowners Association within thirty (30) days of any costs incurred, then all parties agree that the Homeowners Association may place a lien on the Lot and Residence for the amount of such costs.

11.5.4.5

Exception to One Year Completion. Construction on Lots purchased by Builders for resale must be completed within three (3) years after purchase of the Lot. Written approval from the Reviewer is required in order for any construction and/or landscaping to extend beyond the time limits noted above.

11.5.5

Final Inspection and Certificate of Compliance. The purpose of the final inspection is to ensure that the project has been built according to the submitted design and plans. Upon completion of any Residence or modification for which final design approval was given by the Reviewer, the



Owner shall submit an Application for Project Completion Review.

11.5.5.1

Inspection. Within such reasonable time as the Reviewer may determine, but in no case exceeding thirty (30) calendar days from receipt of written notice of completion, the Reviewer or its representative will inspect the Residence and/or improvements modification. If the completed Residence or improvement has conformed with these Guidelines and followed the approved plans, the Reviewer will issue a Final Inspection Certificate signifying compliance. If the Reviewer determines that such work was not performed in compliance with the approved Final Submittal and these Guidelines, then, within 30 calendar days of receipt of the Owners' Request for Project Completion Review, the Reviewer shall notify the Owner in writing of such non-compliance, specifying in reasonable detail the particulars of non-compliance, and shall require the Owner to remedy the same. Failure of the Reviewer to notify the Owner within thirty (14) calendar days of Owner's non-compliance will not constitute Owner's compliance.

11.5.5.2

Failure to Remedy Non-compliance. If upon expiration of thirty (30) calendar days from the date of such notification by the Reviewer, the Owner has failed to remedy such non-compliance, the Reviewer shall so notify the Owner. The Reviewer may take any action to remedy this non-compliance as such is provided for in the Guidelines, Bylaws, Declaration, or Property Disclosure. The Reviewer will not issue a Final Inspection Certificate until there is full compliance with these Guidelines.

11.5.5.3

Occupation with Final Inspection Certificate.
No Residence shall be occupied without the Final

Inspection Certificate being issued by the Reviewer. Any violation of this section shall result in a daily penalty to be determined by the Declarant or the Homeowners Association.

11.6

Multiple Units. Contractors of multiple Lots within a neighborhood may submit multiple plans and specifications for similar floor plans and layout on similarly situated Lots for pre-approval for an entire neighborhood, in lieu of seeking approval as to each Lot to be built upon. The Reviewer, however, shall require a review of pre-approved plans for their suitability on specific Lots. To be pre-approved, the plans and specifications shall show the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements. Any changes made to pre-approved plans and specifications during the construction of improvements shall require approval of the Reviewer.

11.7

Review of Modification. The review of any modifications, including but not limited to, changing of exterior colors, materials, additions, and structural landscaping alterations of an existing Residence shall require the submission of an Application for Modifications Review to the Reviewer along with the required review fee. Depending on the scope of the modification, the Reviewer may require the submission of all or some of the plans and specifications association with the proposed modification. In the alternative, the Reviewer may require a less detailed description of the proposed modification. The review and approval of modifications shall take place within the same time periods as required for new construction.

11.8

Variations. Variations may be granted in some circumstances (including, but not limited to, topography, natural obstructions, hardship, aesthetic or environmental considerations) when deviations may be required. The Reviewer shall have the power to grant a variance from strict compliance in such circumstances, so long as the variance does not result in material violation of the



Guidelines. No variance shall be effective unless in writing. As previously noted, only the Declarant or the Homeowner's Association (when formed and in operation) has the power and right to overrule any variance granted by the Reviewer.

11.9

Resubmission. Any Owner shall have the right to resubmit the information, documents and fees set forth above; however, such resubmission shall be considered only if the Owner has modified the proposed construction or modification or has new information which would, in the Reviewer's opinion, warrant reconsideration. In the case of a disapproval and resubmission, the Reviewer shall have ten(10) calendar days from the day of each resubmission to approve or disapprove any resubmission. The filing of a resubmission does not extend any maximum time period for the completion of any new construction modification.

11.10

Review Fees. When an Owner or Contractor submits a Preliminary Plan application for Review on a project, the submission shall include a "Review Fee." The Review Fee, which is subject to change at the Reviewer's discretion, is payable to the Reviewer consistent with the following amounts:

11.10.1 Initial Application-New Construction/Original

Lot Improvement. The review fee for new Residence construction, or the original improvement of a Lot shall be two hundred and fifty dollars (\$250) for first project submitted by an Owner or Contractor; and one hundred dollars (\$100) for each subsequent submittal by same Owner or Contractor.

11.10.2 Major Alteration or Addition.

The application fee for a major alteration or addition - a structural or site modification significant enough to warrant the issuance of a building permit by a governmental authority - shall be one hundred dollars (\$100).

11.10.3 Minor Architectural Modification or Addition.

The review fee for a minor architectural modification or addition - any architectural changes which require architectural review and approval as set forth in the Guidelines, Bylaws, Declaration, or Property Disclosure but for which a governmental building permit is not required. (For example, changing the exterior color scheme of the Residence or installing landscaping which deviates from the approved existing landscaping plan) shall be fifteen dollars (\$15).

11.10.4 Changes or Resubmission of Approved or

Unapproved Plans. Changes to or resubmission of approved or unapproved plans shall be fifty dollars (\$50). This fee may be waived or reduced at the Reviewer's discretion if the review of the resubmission requires a minimal amount of time.



2208974

Page: 19 of 28
11/10/2005 10:58A

Shelley Vance-Gallatin Co MT MISC 202.00



IN WITNESS WHEREOF, this instrument has been executed this 8th day of November, 2005.

DECLARANT:

Aspen Partners I, LLC

By: [Signature]
James P. McLeod, Manager

STATE OF MONTANA)
County of Minerola : ss.)

On the day of _____, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. McLeod, personally know to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

WITNESS my hand and official seal.

[Signature]

Notary Public for the State of Montana
Print Name: Cindy Smith
Residing at: Minerola
My commission expires: 02-28-2006



APPENDIX A

Finish Floor Elevations

Lot	BLK	FF ELEV	LOT	BLK	FF ELEV	LOT	BLK	FF ELEV
1	1	4714.90	1	3	4715.17	4	4	4716.79
2	1	4716.10	2	3	4715.77	5	4	4719.00
3	1	4716.55	3	3	4716.05	6	4	4720.54
4	1	4717.16	4	3	4716.12	7	4	4720.42
5	1	4717.48	5	3	4716.01	1	5	4722.21
6	1	4717.75	6	3	4715.80	2	5	4723.39
7	1	4718.12	7	3	4715.51	3	5	4724.3
8	1	4718.37	8	3	4715.31	4	5	4724.00
9	1	4719.12	9	3	4714.86	5	5	4722.18
10	1	4720.06	10	3	4713.74	6	5	4721.49
1	2	4714.08	11	3	4716.14	7	5	4721.40
2	2	4714.87	12	3	4716.99	8	5	4720.49
3	2	4715.10	13	3	4717.46	1	6	4715.97
4	2	4715.10	14	3	4717.83	2	6	4717.29
5	2	4715.05	15	3	4718.00	3	6	4718.56
6	2	4714.73	16	3	4718.05	1	7	4719.32
7	2	4714.46	17	3	4717.82	2	7	4720.07
8	2	4714.04	18	3	4716.84	3	7	4720.81
			1	4	4718.56	4	7	4721.55
			2	4	4718.93	5	7	4722.51
			3	4	4718.14	6	7	4723.44
						7	7	4724.4

THE LEGENDS AT BRIDGER CREEK SUBDIVISION DESIGN GUIDELINES DISCLAIMER

The Design Guidelines herein are provided with the sole intention of setting parameters for construction that conforms to the overall vision of the developers of the Legends at Bridger Creek Subdivision (the "Legends"). The developers, the Declarant, nor any other party makes any warranties, representations or promises through these Design Guidelines. By following the Design Guidelines, it is not guaranteed, promised or warranted by the developers, the Declarant or any other party that construction of your improvement will be sound, of high quality, or free of defect, and the Design Guidelines should not be relied on for purposes of meeting any State, County, City or other code, statute or law. Further, the guidance set forth in this document does not provide any warranty, insurance, guarantee, or promise in relation to damage caused by natural disasters, floods or other acts of God, and any determination of topography or contours, or any depiction of, or guidance in relation to, physical improvements, property lines or boundaries is for purposes of meeting the intent of these Guidelines and shall not be used for the design, modification, or construction

of improvements to real property or for flood plain determination. The developers, the Declarant nor any other party is responsible for any errors or omissions in the information provided herein, and these are parties are not responsible to any person or entity for any loss or damage caused, or alleged to have been caused, by the use of, or reliance on, the information or ideas contained, suggested, or referenced in these Guidelines.

It is important that you seek the advice, assistance, and services of Licensed Professionals when constructing any improvement on your lot, so as to ensure that such improvement is not only conforming to these Design Guidelines, but that its construction meets local and State codes, and is of high quality and safe.

LEGENDS
A BRIDGER CREEK

INITIAL SUBMISSION FORM

Date: _____

Lot #: _____

Owner: _____

Name(s) _____

Mailing Address for Correspondence _____

City _____ State _____ Zip _____

Daytime Telephone Number _____

Architect:

Name(s) _____

Mailing address for Correspondence _____

City _____ State _____ Zip _____

Daytime Telephone Number _____

Fax Number _____

Goals:

- Applicant shall be familiarized with the process and the ACC shall be familiarized with the applicants anticipated schedule.
- The applicant shall initiate interpretations of the Design Guidelines as they relate to the specific site.
- A design professional shall be prepared and familiar with the Guidelines and the Covenants.

Submission Requirements:

- Attach required Post Bond \$ _____.
- Attach anticipated project schedule with review and inspection dates.
- Submit three (3) copies of Initial Submission forms for review.
- Submission is free of charge.

Allow fourteen (14) days for review by the ACC from date of submission.)

Documents Submitted:

_____ Post Bond
_____ Project Schedule

Submitted By:

Owner/Architect _____ Date _____

TO BE COMPLETED BY ACC:
Date Received: _____
Date Reviewed: _____
Reviewed By: _____



SCHEMATIC DESIGN REVIEW FORM

Date: _____

Lot #: _____

Owner: _____

Name(s) _____

Mailing Address for Correspondence _____

City _____ State _____ Zip _____

Daytime Telephone Number _____

Architect: _____

Name(s) _____

Mailing address for Correspondence _____

City _____ State _____ Zip _____

Daytime Telephone Number _____

Fax Number _____

Goals:

- Integration of building to site based on a survey prepared by a licensed surveyor.
- Conformance with design guidelines recommendations and requirements.

Submission Requirements:

- Architect and/or Owner to submit site design and elevation sketches for review. Plans and elevations to be to scale and show enough detail to indicate topography at 1" contours and to address proposed grading, massing and Building Envelope.
- Building Envelope plan to be at least 1"=20'-0" or larger and the site plan to be at least 1"=50'-0" or larger.
- The proposed Building Envelope shall be staked for review on site. Goals are to review the proposed project's location, integration, and design for the particular site, access road locations and design, retaining walls, etc. Applicant shall mark all trees to be removed.
- For disapproval, the ACC will provide the applicant the basis for disapproval.
- Submit three (3) copies of Schematic Design Review Forms for review.
- Attached review fee of \$50.

Allow thirty (30) days for review by the ACC from date of completed submission or completed building staking, whichever is late.

Documents Submitted:

- ____ Site Plan
- ____ Floor Plan(s)
- ____ All elevations of main house, including garage
- ____ Additional perspectives, sketches, etc.

Submitted By:

Owner/Architect _____ Date _____

TO BE COMPLETED BY ACC:

Date Received: _____

Date Reviewed: _____

Reviewed By: _____



CONSTRUCTION DOCUMENT REVIEW FORM

Date: _____

Lot #: _____

Owner: _____

Name(s) _____

Mailing Address for Correspondence _____

City _____ State _____ Zip _____

Daytime Telephone Number _____

Architect: _____

Name(s) _____

Mailing address for Correspondence _____

City _____ State _____ Zip _____

Daytime Telephone Number _____

Fax Number _____

Goals:

- To ensure that the design meets the Design Guidelines and the covenants,
- To review the final material selections and colors, and final building and site design.

Submission Requirements:

- Architect and/or Owner to submit a full set of Construction Documents and a color board for exterior materials and finishes before bidding.
- Exterior lighting fixtures and locations must be indicated. Cut sheets should be included for each exterior fixture.
- Applicant shall submit supporting information for International Dark Sky Association compliance.
- For disapproval, the ACC will provide the applicant the basis for disapproval.
- Submit three (3) copies of Schematic Design Review Forms for review.
- Attach review fee of \$500.

Allow thirty (30) days for review by the ACC from date of completed submission or completed building staking, whichever is late.

Documents Submitted:

- _____ Construction Documents
- _____ Exterior lighting fixture cut sheets
- _____ International Dark Sky Association forms

Submitted By:

Owner/Architect _____ Date _____

TO BE COMPLETED BY ACC	
Date Received:	_____
Date Reviewed:	_____
Reviewed By:	_____



2208974

Page: 24 of 26
11/10/2005 10:58A

FINAL APPROVAL FORM

Date: _____

Lot #: _____

Owner: _____

Name(s) _____

Mailing Address for Correspondence _____

City _____ State _____ Zip _____

Daytime Telephone Number _____

Architect:

Name(s) _____

Mailing address for Correspondence _____

City _____ State _____ Zip _____

Daytime Telephone Number _____

Fax Number _____

Goals:

- To ensure completed work conforms to the approved Construction Documents.

Submission Requirements:

- Landscaping, site work, and all exterior finishes must be installed and finished. The ACC will examine access roads and site grading for additional site remediation required to limit the impact of the improvements on the site.

- For disapproval, the ACC will provide the applicant with a Notice to Conform.

- For approval, the ACC will issue a Certificate of Compliance. Concurrent with issuance of the Certificate of Compliance, the ACC will release the bonds to Owner and Contractor.

- Attach review fee of \$100.

Notify the ACC fourteen (14) days prior to the Final Approval meeting date.

Allow thirty (30) days for review by the ACC from date of completed submission or completed building staking, whichever is late.

Documents Submitted:

- _____ Construction Documents
- _____ Exterior lighting fixture cut sheets
- _____ International Dark Sky Association forms

Submitted By:

Owner/Architect _____ Date _____

TO BE COMPLETED BY ACC:
Date Received: _____
Date Reviewed: _____
Reviewed By: _____

PRE-CONSTRUCTION CONFERENCE FORM

Date: _____

Lot #: _____

Owner: _____

Name(s)

Mailing Address for Correspondence

City State Zip

Daytime Telephone Number

Architect:

Name(s)

Mailing address for Correspondence

City State Zip

Daytime Telephone Number

Fax Number

Goals:

- To minimize the impact of the construction activity on existing topography, landscape, and adjacent owners.
- Protect neighboring owners from construction activity nuisance.

Submission Requirements:

- The applicant shall stake staging areas, install temporary construction and tree protection fencing, mark trees to be removed, locate access points, and scheduled working hours.
 - Submit three (3) copies of Pre-Construction Conference forms for review.
 - Attach review fee \$100. (Includes additional site visit during construction)
- Notify the ACC fourteen (14) days prior to the Pre-Construction date.

Allow thirty (30) days for review by the ACC from date of completed submission or completed building staking, whichever is late.

Documents Submitted:

- _____
Construction Documents
- _____
Exterior lighting fixture cut sheets
- _____
International Dark Sky Association forms

Submitted By:

Owner/Architect Date

TO BE COMPLETED BY ACC:
Date Received: _____
Date Reviewed: _____
Reviewed By: _____

