

**THIRD AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR VALLEY WEST**

THIS THIRD AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS is made this _____ day of _____, 2008, by Bozeman Lakes L.L.C., A Montana limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the developer and Owner of the undeveloped portions of the following described property situated in Gallatin County, Montana:

See Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, Declarant intends to continue developing, selling, and conveying the above-described real property, hereinafter referred to as "Valley West"; and,

WHEREAS, Declarant caused to be filed in the records of the Gallatin County Clerk and Recorder Declaration of Protective Covenants and Restrictions for Valley West on June 13, 2002 as Document No. 2072118, First Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West on January 13, 2004 as Document No 2137664, and Second Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West on March 3, 2006 as Document No. 2220479 (collectively, the "Original Covenants"). Declarant further desires to continue to subject all of the above-described real property, together with the lots, phases, and subdivisions contained therein, to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants," inclusive of additional amendments to the protective covenants as set forth herein;

NOW, THEREFORE, pursuant to the provisions of Article XI of the Original Covenants, Declarant does hereby amend and restate the protective covenants and further declares that all provisions of the previously established protective covenants not in conflict with these Covenants are duly incorporated herein. The purpose of such Original Covenants and Covenants is to maintain a uniform and stable value, character, architectural design, use, and development of the property. Such Covenants shall apply to all of Valley West, and all improvements placed or erected thereon, unless otherwise specifically excluded herein. The Covenants shall inure to and pass with each and every parcel, tract, lot, or division.

Said Covenants shall be as follows:

ARTICLE I

DEFINITIONS

Section 1. The term "Association" shall mean the Valley West Homeowners' Association and its successors and assigns. The Association may be incorporated as a Montana nonprofit corporation, with its members as the Lot Owners.

Section 2. The term "member" shall mean any Owner or Lot Owner. Each member agrees to abide and be bound by these Covenants and the Articles of Incorporation, Bylaws, Rules and Regulations established by the Board of Directors for the Association, and Resolutions of the Association, if any. Each member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. However, the vote for such lot shall be exercised by one person whom they themselves choose, but in no event shall more than one vote be cast with respect to any lot. In the event, however, that there is a dispute among two or more Owners regarding the vote of a lot in which such Owners hold an interest, the Board may appoint an officer of the Association to cast such vote on behalf of the Owners of the lot in a manner as such officer, in his sole discretion and business judgment, may decide as being in the best interests of the Association, and all Owners of such lot shall be deemed to have provided the officer their proxy on such occasion.

Section 3. The term "Owner" or "Lot Owner" shall mean any person or entity owning a fee simple interest in a lot or any portion of any lot, or a contract purchaser, but excluding those having a mortgage or an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of a lot for value, the term "Owner" shall mean "Declarant" or its successors or assigns. The term "person" hereinafter shall include any person, persons, or entities.

Section 4. The term "contract purchaser" shall mean a person buying a lot or a portion of any lot pursuant to a contract for deed, Montana Trust Indenture, or mortgage.

Section 5. The terms "properties" and "lots" shall mean all of the real property herein described and subsequently surveyed and platted into lots as Valley West

or a phase thereof, according to the official plats thereof filed of record in the office of the Clerk and Recorder of Gallatin County, Montana.

Section 6. The term "Directors" shall mean the Directors of the Association, and shall consist of three Lot Owners who shall be elected at the annual meeting by a simple majority of the members of the Association present at the annual meeting in person or by proxy; provided, however, the Declarant will at all times hold a position as a Director so long as Declarant owns at least one (1) lot. The Directors shall be elected for a term set by a simple majority of the members of the Association present at the annual meeting in person or by proxy, but not less than one year. Any vacancy in the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining Directors. Such vacancy shall then be filled by a simple majority of the members of the Association present in person or by proxy at the annual meeting. Each Director may serve until the appointment of his successor.

The Directors shall have the authority to act on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association and enforce these Covenants. Except as stated otherwise herein, the Directors shall act by majority vote. The officers of the Association shall follow the directions of the majority vote of the Directors.

Notwithstanding anything contained herein to the contrary, until all of the lots in Valley West, as described in Exhibit A, have been sold for value, the Declarant shall have the right to appoint the Directors, who shall not be required to be Lot Owners or members of the Association.

Section 7. The term "Declarant" shall mean and refer to Bozeman Lakes LLC, and its successors and assigns.

Section 8. The term "open space" means those areas set aside for the use of all of the Owners and the public, including roads, easements, parks, both active and Owner, and parkways.

Section 9. The term "active park" means the larger park areas that are maintained by the Association during Corp of Engineers required wetlands monitoring period and will be transferred to the City of Bozeman thereafter.

Section 10. The term "Owners' parks" means the boulevard trails and parkways maintained in perpetuity by the Valley West Homeowners' Association.

Section 11. The term "Valley West Architectural Review Committee" or "VWARC" shall mean the Committee as defined in Article VIII of these covenants.

Section 12. The term "Open Space Management Plan" shall mean the management plan for open space within Valley West conveyed to the Association and / or City of Bozeman. The Open Space Management Plan shall guide the Board of Directors in management, maintenance and development of all open space.

Section 13. The term "ADA-adaptable" shall mean the ability of certain building spaces and elements, such as kitchen counters, sinks, and grab bars to be added or altered so as to accommodate the needs of individuals with or without disabilities or to accommodate the needs of persons with different types or degrees of disability, under the Americans With Disabilities Act.

Section 14. Other definitions may be found throughout these covenants and those definitions are binding upon all Owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

ARTICLE II

VALLEY WEST HOMEOWNERS' ASSOCIATION

Section 1. The Association was established on or about June 13, 2002, known as "Valley West Homeowners' Association," hereinafter referred to as the "Association".

Section 2. Every Owner or contract purchaser of a lot or portion of any lot shall be a member of the Association. Membership shall be appurtenant to and may not be separate from the Ownership of any lot. Each Owner shall be responsible for advising the Association of their acquisition of Ownership, of their mailing address, and of any changes of Ownership or mailing address. The address of the Association shall be 4425-B West Babcock Street, Bozeman, MT 59718. The address of the Association may be changed by the Board of Directors upon notice to the Owners.

Section 3. For the purpose of determining membership at any meeting, a person or entity shall be deemed to be a member upon the recording of a duly executed deed to that Owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an

Owner. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership.

Foreclosure of a mortgage, trust indenture, or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary, or original seller on a contract, or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal Owner.

Section 4. The annual meeting of the Association shall occur on the 1st Tuesday of December of each year, or on such other date properly announced by the Board of Directors.

Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon the written request of 25% of the Owners after such written request is presented to the President or Secretary of the Board of Directors, and such special meeting shall be noticed within 10 days. Such written request is not valid unless it specifies the purpose for which such special meeting is being requested.

Notice of annual and special meetings shall be mailed to the Owners at the address for each Owner as provided pursuant to Section 2 of this Article. Such notice shall be mailed at least 5 days before the meeting, and shall specify the date, time, and place of the meeting; and, if a special meeting, such notice shall also specify the purpose of the special meeting. At the beginning of the meeting, the presence of 30% of members entitled to vote, in person or by written proxy, shall constitute a quorum. If a quorum shall not be present at any meeting, such meeting shall be adjourned and shall be re-convened within 10 days, at which time, at the beginning of the meeting, the presence of 15% of the members entitled to vote, in person or by written proxy, shall constitute a quorum.

At the annual meeting, the members shall review and approve a budget for the next year, shall elect Directors to fill any expired term or vacant position (subject to Art. I, § 6, ¶ 3), and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association.

At the special meeting, the members may only vote or take action upon those items specified in the notice of the special meeting.

If a quorum is established, except as otherwise established in this Declaration the members shall act by a majority vote of those members present at the meeting, either in person or by proxy, at the time the vote is taken.

Section 5. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a President, Vice-President and Secretary-Treasurer for the Association from among the Directors, except that the Secretary-Treasurer may be a member who is not a Director.

Directors may establish times to hold regular meetings to carry on the duties and responsibilities of the Association. The Board of Directors may take any action consistent with the Covenants at such meetings.

Any Director may also call a special meeting of the Board of Directors at any time and for any reason, upon two days notice. Such notice may be in writing, telephonic, or by email. The Board of Directors may take any action consistent with the Covenants at such special meeting.

At any meeting of the Board of Directors, a majority of Directors present shall constitute a quorum. If three directors are present at the meeting, the directors shall act by majority vote. If two directors are present at the meeting, the directors shall act by unanimous vote.

Directors may participate in any Board meeting via telephone.

Section 6. Omitted.

Section 7. The Board of Directors shall have the power and responsibility of acting on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association, including but not limited to taking such actions as shall be necessary or reasonable to care for, protect, and maintain the easements, parkways, boundary fences, drainage easements, open space; to enforce these Covenants; to collect assessments; to set annual and/or special meetings; to establish rules and regulations to carry out the purposes of the Covenants so long as such rules and regulations do not conflict with the Covenants and the members are provided with 30 days written notice of any rule or regulation before it becomes enforceable; and to act on any other matters set forth herein or which may serve the development, including the formation committees to assist the Board in carrying out its duties and responsibilities, and of special improvement districts, either public or private, for such improvements as the Association shall approve.

Section 8. The duties of each of the offices shall be as follows:

A. President. The President shall preside over all meetings of the Association. He or she shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association, and shall perform such duties as may be specified, and exercise such powers as may be delegated to the office of President by the Board of Directors.

B. Vice-President. The Vice-President shall exercise the powers of the President in the absence of the President.

C. Secretary-Treasurer. The Secretary shall give notice of all meetings of the Association, and shall keep a record of the proceedings of the meetings of the Association. The Secretary shall be authorized to sign on behalf of the Association, all records, documents, and instruments when such are authorized to be signed by the Association.

The Treasurer shall keep and maintain adequate and correct accounts of the accounts, properties, and business of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses of the Association. The Treasurer shall prepare and report such periodic accountings as shall be required by the Association.

Section 9. A vacancy in any office of the Association shall be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected.

Section 10. In addition to the powers and responsibilities set forth herein, the Association, through the Board of Directors and/ or the VWARC where applicable, or any Owner shall have the obligation to carry out the enforcement of the provisions of these Covenants. Pursuant to this power and responsibility, the Board and/or the VWARC where applicable, shall have the authority to levy and assess fines for violation of these Covenants, to assess interest on unpaid fines, and to file liens against the property of the Lot Owner for failure to timely pay any fines assessed. The power and authority to assess and collect fines does not limit the authority of the Association to take other actions to enforce the terms and conditions of these Covenants. The Association may record a notice of the lien with the Clerk and Recorder of Gallatin County, Montana. In the event of non-payment of fines within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the

manner set forth under Montana law for the foreclosure of liens against real property.

Section 11. A member made a party to any proceeding because the member is or was a Director shall be defended and indemnified against liability incurred in the proceeding if the member: (1) conducted himself or herself in good faith; 2) reasonably believed that his or her conduct was in the best interests of the Association; and (3) had no reasonable cause to believe that his or her conduct was unlawful. A director shall not be indemnified if the Director is adjudged liable to the corporation, or if the Director, whether or not in his or her official capacity, is adjudged liable for receiving an improper personal benefit.

ARTICLE III

ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Assessments.

Each Owner, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these Covenants, and to pay to the Association:

- (1) Annual assessments or charges; and,
- (2) Special assessments, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of such property at the time when the assessments are due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used to promote the recreation, health, safety, convenience, and welfare of the Owners, for the improvement, repair, operation, and maintenance of easements, parkways, and common areas, community and park street lights, and for any other purposes, expressed or implied, in these Covenants.

Section 3. Amount and Approval of Assessments.

The maximum annual assessment per lot which may be made by the Association in every calendar year shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association during the coming year in carrying out the purposes herein set forth, and may include a reasonable reserve for contingencies. The amount of the annual assessments shall be fixed by the Board of Directors of the Association in the following manner:

At each annual meeting of the members of the Association, the Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment, and approval. The Board of Directors may raise annual assessments up to 15% per year without member approval. However, if there is an increase in annual assessments over 15%, the members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy. After the annual meeting, the Board of Directors shall set the amount of the assessments and the date(s) due for the coming year to cover the budget approved in the manner herein set forth.

Section 4. Special Assessments.

In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or other capital improvements on the properties and open space, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) or more of the members who are present, in person or by proxy, at a meeting duly called for that purpose. Special assessments may be levied to be paid over one or more years. Special assessments for normal maintenance and repairs or any other non-emergency purpose, shall only require a majority vote of those persons present in person or by proxy. Emergency special assessments, as determined by the Board in its discretion, shall only require the approval of the Directors as set forth in these Covenants. Emergency special assessments shall include snow removal above and beyond what the Association has budgeted for snow removal.

Section 5. Uniform Rate of Assessment.

Annual assessments shall be fixed by the Directors at a uniform rate for each lot, except the Directors may fix a different uniform rate for improved and

unimproved lots. The assessments may be collected on a monthly, quarterly, or annual basis, or any other regular basis as shall be determined by the Board of Directors of the Association. Special assessments shall be fixed at the same rate for each lot affected by the special assessments. Different rates of annual or special assessments may be set for different phases of the Valley West development. Notwithstanding anything contained herein to the contrary, Declarant will not be assessed any annual or special assessment for unimproved lots owned by Declarant.

Section 6. Date of Commencement of Annual Assessments: Due Dates.

Except as herein provided, the annual and special assessments provided for herein shall be due on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty days in advance of the due date of each annual assessment, and at least ninety days in advance of a special assessment. However, emergency special assessments may become due within a shorter period time, and such due date is to be determined by the Board of Directors in its discretion. Written notice of the annual and special assessments shall be mailed or personally delivered to every member subject thereto, at their last known mailing address.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Said interest shall become part of the assessment amount owed until such assessment and interest are fully paid. The Association may bring an action at law against the Owners and subsequent Owners obligated to pay the same and/or a foreclosure action for collection of the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or by abandonment of their lot.

Upon delivery of the notice of assessment to the Owner, the assessment shall be a lien upon the Owner's lot until paid. The Association may record a notice of the lien with the Clerk and Recorder of Gallatin County, Montana. In the event of non-payment within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The Association is entitled to collect during an action for delinquent assessments any and all reasonable attorney fees, paralegal fees, and costs accrued prior to and in association with the collection of delinquent assessments.

Upon non-payment of assessments, the Association shall also have the right to suspend the voting rights of any Owner or subsequent Owner during the period of time that any assessment against the lot remains unpaid.

The Association reserves the right to assert any other remedy in which it may be entitled to at law or in equity.

Section 8. Sale or Transfer of a Lot.

The sale, transfer, or encumbrance of any lot shall not affect the assessment lien if recorded in the records of Gallatin County, Montana, or the personal liability of the Owner responsible for the assessment. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such new Owner from the liability for any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof. A person or entity purchasing a lot shall be responsible for checking with the Association for any outstanding assessments against said lot before the closing upon the purchase.

Section 9. Annual Assessment and Condominium Assessment.

Any Owner assessed hereunder may be subject to an additional assessment of an applicable condominium association assessed and collected pursuant to the condominium declarations, bylaws and association documents. Payment of an applicable condominium assessment does not alleviate or offset the Valley West assessment.

ARTICLE IV

ARCHITECTURAL REGULATIONS

Section 1. Purpose.

In order to create neighborhoods that reflect the character and scale of Bozeman's historic core, these Architectural Regulations allow for a broad range of design. Rather than dictate specific design styles, these regulations are provided to assist architects in designing buildings that are compatible and have clear order and comprehensive composition.

The purpose of this document is to assist Lot Owners by providing a framework for design, construction, maintenance, and usage that will allow each project to

contribute to the long term goal of creating a development that compliments and enhances the surrounding neighborhood. This document also explains the rules and restrictions that are intended to protect the use of property for the protection and enjoyment of all Owners of Valley West.

It is the responsibility of each respective Lot Owner to ensure that all proposed construction shall comply with all laws, rules, and regulations including, but not limited to, International Building Code, International Residential Code, Bozeman Unified Development Ordinance, National Plumbing Code, and National Electrical Code in addition to the Protective Covenants and Restrictions.

Section 2. Introduction.

Diversity of architectural design is encouraged within the Valley West Community. Each building should project individual personality and not simply be a copy of another. The fact that a particular style of building already exists in Valley West does not guarantee that it will necessarily be approved for construction again. Repetitive architecture and the monotony that can accompany it should be avoided. Designs meeting only minimum requirements may not be approved.

The architectural and landscape elements of the site design are considered to be integral to the overall architectural design. Regulations defining the site design elements are described in the following Yards, Site Design, and Landscape sections.

The form, order and materials common with Craftsman, Prairie, and Bungalow styles allow for flexibility and make them ideal models for unique and compatible contemporary design solutions.

Exceptions to this regulation will be granted on the basis of architectural merit, determined by the Valley West Architectural Review Committee (VWARC).

Owners must sign and return the Acknowledgement Form (included herein at page 42) to the VWARC at the time of Form A plan submittal. It is expected that the Lot Owner and/or General Contractor will take all necessary steps to ensure their employees, subcontractors, agents, suppliers, and others involved in the development of the lot are familiar with and agree to abide by these requirements.

Prior to beginning the design process, it is recommended that Lot Owners and their designers contact the VWARC to verify their interpretation of these codes

and check for the most current updates and administrative changes which may affect their plans.

Any Owner may, at such Owner's option, request a meeting with the VWARC to discuss preliminary plans for a particular lot prior to a full Form A (Sketch Design Review) submittal. Please note that multiple meetings and submittals such as this are considered above and beyond the standard Design Review process and are subject to the reviewing architects' current hourly fee in addition to the Design Review Fee.

Every building shall be made up of one of each of the following three basic components and all other requirements of the architectural regulations (exceptions will be considered for (i) multi-family units where conditions are unique and based on design merit and (ii) single family structures based on design merit):

A Base Element or foundation. (Section 3)

A Middle Element or elevation(s) composed of either a Single "Band" (justified horizontal design elements) extending from the base to the roof, or of alternating layers of Open and Closed Bands. (Section 4)

A Roof Element. (Section 5)

Section 3. Base Elements.

A. Foundations:

The Base Element visually and structurally connects the building with the ground. It may appear as a platform or terrace upon which the house stands or as a built extension of the ground integrated with the house above. This element may be a water table of masonry or concrete, or may extend upwards and integrate with the Middle Element.

On sloping grades, siding shall remain at least 1'-0" above grade, and the upper edge of the water table shall remain level, stepping down the slope in increments of 4' or less.

Foundation walls shall be exposed a maximum of eighteen inches (18") above the ground unless they are integral with the lowest closed band. On sloping grades, see above. Concrete foundations exposed more than eighteen inches

(18") above grade must have an architectural finish (texture, pattern and/or color).

Exposed foundation walls or water tables shall be built of brick, smooth-finished cast concrete, synthetic stucco, or as approved by VWARC.

Note: All foundation designs must be reviewed by a civil engineer for ground water mitigation.

Section 4. Middle Element.

The Middle Element may be composed of a Single Band or of alternating layers of Open and Closed Bands.

A. *Single Band:*

A single band is defined as a wall plane extending from the Base Element to a Roof Element, containing justified windows arranged within the composition of the overall design scheme.

B. *Alternating Open And Closed Bands:*

1. Closed Bands.

A closed band is defined as a wall plane extending from the Base Element to a Roof Element, linking and justified to adjacent wall planes arranged within the composition of the overall design scheme.

Closed bands shall be at least 3'-0" in height.

Openings in any closed band shall not exceed one-third of the wall area on each façade.

Window placement shall be the same as for a Single Band Element described previously.

Closed bands may be integral with the Base Element and extend uninterrupted to the ground.

2. Open Bands.

An open band is defined as an opening, void in, or extension of, a wall plane or extending from the Base Element to a Roof Element, linking and justified to adjacent wall planes arranged within the composition of the overall design scheme.

Open Bands shall have a minimum of 60% of the band area as glass or unglazed openings, (i.e. porch openings).

Window openings in open bands shall occur in multiples of the typical window width, such that the window group is square or horizontal in proportion. Corner windows are encouraged.

Window openings shall fill the entire height of the band between the sill and head trim pieces.

Each open band shall have sill and head trim which shall fill the entire height of the band between the sill and head trim pieces.

C. Band Height:

Changes in band height and materials may occur only at inside corners of intersecting walls.

D. Openings:

Windows shall be made of painted or solid stained wood, clad in vinyl or metal, or be a higher-grade vinyl window package.

Windows shall not exceed 50% of the wall area, and not less than 10%, measured on each elevation. Elevation calculations shall include exterior window trim.

Windows shall be placed such that:

Single window units shall be no closer to another window than the width of the window.

A window unit is no closer to a corner than $\frac{1}{2}$ the width of the window unit.

For multiple attached window units, the space between groups shall be no less than a single window unit width.

Glass shall be clear and free of color. Mirrored glass shall not be used.

Buildings shall have all openings trimmed in wood bands of minimum 4" nominal width. Alternative trim will be considered based on design merit.

Bay window projections shall be wide enough to accommodate 3 windows and extend to the ground or be visually carried by a water table trim band. Cantilevered bays must be visually carried by structural brackets or a water table trim band.

False shutters are not permitted.

Canvas awnings are permitted and shall be square cut without side panels.

Single arched openings shall be permitted only above the main entry door and/or at each main gable.

Front doors shall be made of solid wood. Complimenting wood storm/screen doors are encouraged. Exceptions will be considered based on design merit.

Traditional sliding glass doors may only be used in backyard and side yard locations.

Garage doors shall be subdued and de-emphasized in the elevation of the building. If possible, they should be oriented away from the street. Garage doors shall be plain (no pattern; windows acceptable) and shall be built of wood, steel, or fiberglass with a wood veneer.

Garage doors facing the alley are encouraged to be separated for each vehicle. Single double width (14' or larger) garage doors facing an alley will be considered, however, they are encouraged to be detailed to appear to be separated for each vehicle. Whenever alleys are not available, and street front vehicular access is utilized, it is encouraged that garage doors do not face the street. All garage doors that face the street are encouraged to be separated for each vehicle. Garage doors facing the street may be a single double width (14' or larger) door, however, they must be built of wood and detailed to appear to be separated for each vehicle. Exceptions will be considered based on design merit.

Section 5. Roof Element.

A. General:

Pitched roofs shall be clad with treated wood shakes or shingles, natural or synthetic slate, asphalt random tab shingles, pre-finished metal roofing, other similar materials and complimenting color approved by the VWARC.

The principal roof shall be a symmetrical hip or gable form with a pitch between 4:12 and 8:12. Steeper roofs and slope variation are permitted when complimentary to the overall design and approved by the VWARC.

The term "integrated roof planes" shall mean roof surfaces (planes) that intersect exterior walls at mid-stories. Integrated roof planes contribute to the composition of an overall roof and building design by helping to break down the scale, height, and massing of a multi-story structure.

Flat roofs comprising less than 30% of the total roof area are permitted on all buildings. Flat roofs used as balconies on street facades shall be enclosed with solid railings and integrated with the design.

Ridge line and fascia continuous length dimensions shall not exceed 30' for single family garages, 40' for single family and duplex structures and 100' for multi-family structures without a 4' minimum dimensional break.

Skylights shall be flat in profile (no bubbles or domes).

Skylights and solar panels shall be applied parallel and flat to the roof and are not to be on any roof parallel to the street.

Roof protrusions other than chimneys and plumbing vent stacks shall not be placed on a roof facing a street or public space.

B. Dormers:

A dormer width shall be at least wide enough to accommodate three windows.

Shed dormers shall have a pitch of at least 3:12. Hip dormers shall have the same pitch as the main roof volume.

Eyebrow dormers are permitted.

C. Eaves:

Overhanging roof eave and gable end depth shall be no less than 24". Roof overhang depth on accessory structures must match the main building structure. Exceptions will be considered based on design merit.

The eave may be encroached by a bay window or windows for no more than half of the running length of each façade, cumulatively.

Fascia detail must have a minimum dimension of 8" nominal unless otherwise approved for design merit. Two-piece fascia and exposed rafter tails are strongly encouraged. Metal or vinyl fascia material is not permitted.

Metal or vinyl soffits are not permitted on buildings built on Type I lots. Metal and vinyl soffits will be considered on buildings built on Type II – IV lots based on design merit.

Gutters shall be built of copper or painted metal of a color and finish that blends with the finish color scheme.

Gutters shall be half-round or rectangular and downspouts shall be circular or rectangular.

Section 6. *Chimneys / Roof Vents:*

Chimneys shall be clad in stone, brick, or stucco. Exceptions will be considered based on design merit.

Chimneys shall be at least 30" x 30".

Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend above the chimney top per building code requirements.

It is strongly encouraged that chimneys emerge from the highest roof volume.

All roof-mounted equipment shall be integrated into overall design and screened. Vents projecting from the roof shall be painted to match overall roof material color. Roof top equipment and vents shall not face a public street.

Section 7. *Walls and Facades.*

All facades of the main building and accessory structures shall be made of similar materials and be similarly detailed.

Varied building massing is encouraged. No exterior wall plane, unless approved otherwise for design merit, shall exceed 35' in length without incorporating a minimum 24" offset or recess in a significant proportion to the overall plane.

Facades may change their primary material only at a band change. The intent of the regulation is that facades appear to have heavier materials on the bottom and lighter materials above (i.e., concrete and masonry shall be below wood or stucco).

Building walls shall be clad in smooth cut wood shingles, wood clapboard, wood drop siding, wood board and batten, fiber cement siding, brick, or stone. Siding shall be painted or stained, prefinished siding will be considered based on design merit. Alternative materials such as architectural metal cladding, stucco or synthetic stucco with a smooth or roughcast (pebbled) finish, will be considered based on design merit. Composite wood (Canoxel, Color-Lok, T1-11), vinyl, or aluminum siding is not allowed.

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

Exterior wood shall be painted or stained (wood front doors excluded).

Siding shall be run horizontally, with the only exception being between windows in Open Bands, where it may be run vertically. Maximum lap siding exposure is 5" unless approved otherwise for design merit.

Brick surfaces shall be set predominantly in a horizontal running bond pattern.

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

Section 8. Porches.

Front porches are required on residential structures.

Porch railings are encouraged to be closed and constructed of the same material as the adjacent form. Open railing designs will be considered based on design merit.

Front stoops shall be made of brick, concrete, stone, or wood and must be detailed and integrated into the porch/railing design. Stair railings are highly encouraged and must be compatible with the overall porch/railing design.

Main entry doors are to be composed with the porch design and recessed a minimum of 5' from the primary façade of a single family house or duplex.

Porch supports shall be built of stone, masonry, concrete, or wood. Column base piers shall be no less than 16" x 16" square and wood columns shall be no less than 8" square. Column groupings must have an outer min. dimension of 10". Tapered columns may not be smaller than 7" x 7" at the top. Columns shall match or be similar in design on all elevations of a structure. The balustrade and the space below porches shall be closed and integrated into a closed band, interrupted as necessary for drainage.

Exterior stairs visible from nearby streets or public spaces are encouraged to only show stepped horizontal walls, except that diagonal handrails may be attached thereto. Exceptions will be considered on design merit.

Flower boxes and planters shall be made of materials integrated into a closed band.

Front porches are intended to be open to allow for interaction with the street. Porch screens and glazing are not permitted.

Section 9. Decks.

Decks must face only rear and side yards. Decks may continue in side yards but may not extend more than 36" from the side yard-facing façade or more than 2 feet into any required side yard. Covered porches may wrap side yard facades when composed and integrated with overall design. Exceptions will be considered based on site conditions and design merit.

The space below first floor elevated decks visible from nearby streets or public spaces shall be wood lattice with a maximum of 1-1/2" space between strips. Said lattice shall be applied between and not concealing deck supports.

Decks, balconies, and terraces shall be designed to enhance the overall architecture of the building by creating variety, layering, and detail on exterior elevations. Covered decks, projecting balconies, and bay windows shall be integrated and composed with the overall building form, rather than placed randomly throughout the building. Terraces shall be used to integrate the building and landscape by creating a transition between the built and natural character of the site.

Section 10. Lighting.

A. General:

All exterior residential lighting must be free of glare and shall be fully shielded or shall be indirect lighting. No lighting shall shine beyond a property's lot line. See Figure 1 in Exhibit "C".

Mercury vapor and high-pressure sodium lights are prohibited.

B. Residential (Single Family / Duplex Lots) Lighting:

All exterior residential lighting must be incandescent.

Builder or Owner shall hardwire at least one light fixture on garages that abut alleyways. Such fixtures shall contain a photoelectric cell and maximum 60-watt bulb. Smaller wattages for alley bulbs are encouraged. Owner shall at all times keep photoelectric cell within the lamp in good working order such that the fixture can be illuminated during all periods of darkness.

All exterior lighting of all lots shall be limited to maximum 60-watt incandescent bulbs and must be full cut-off or shielded bulb of such focus and intensity so as to not cause disturbance of adjacent lots.

Obtrusive flood lighting and front yard landscape/pathway lighting is prohibited.

Clear glass or exposed bulb (non-cutoff) fixtures are prohibited.

Recessed or can lighting is encouraged for porches and main entrances for softer lighting effects. Clear or seeded glass fixtures (i.e. coach lantern style) are prohibited. Honey glass or amber glass panels are encouraged as an alternate.

C. Parking lot (Townhouse / Parking Area) Lighting:

Kim Lighting "Archetype" outdoor cutoff luminaires with metal halide bulbs are required, with a maximum fixture height of 20'. Fixture wattages as approved by the VWARC.

D. Street Lighting:

The Valley West Planned Unit Development will light street and significant pedestrian intersections with Kim Lighting "Archetype" outdoor cutoff luminaires with metal halide bulbs. Special Improvement Lighting Districts will be formed as the project develops. Pole heights will vary as conditions warrant, with a

maximum pole height of 30' at main intersections and roadways and 25' on secondary streets. Streetlight fixtures will be spaced approximately 300' o.c. between intersections on longer blocks.

E. Definitions:

Fully Shielded lights: Outdoor residential light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by photometric testing.

Indirect Light: Direct light that has been reflected or has scattered off to other surfaces.

Glare: Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see.

Section 11. Yards.

Fence design and location must be approved by the VWARC. Fences and gates must be made of wood (excluding split rail). Fence designs should have a cap board or if a picket fence, have a flat top or dog-ear cut. No chain link or vinyl fencing allowed. All wood fences must have a sealer, stain or paint applied in order to protect the wood from moisture and UV rays.

Maximum fence height is 5'-0" unless a variance (6'-0" maximum) is requested and granted from the VWARC. Variances will only be considered if hardship or extraordinary circumstances are shown. If a variance is requested to increase the fence height to 6'-0", the top 1'-0" of the fence must be constructed of open infill such as lattice. Maximum height for fences in corner sideyards shall be 4'-0". No fences are allowed in required vehicle vision triangles. No fences are allowed in front yards unless approved by the VWARC.

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

Any fence or wall constructed so as to have only one elevation "finished", which shall be defined as not having its supporting members significantly visible, shall

be erected such that the finished elevation of the fence is exposed to the adjacent property.

Wood fence shall not terminate within 3' of house or garage building corners. Exceptions will be considered based on design merit.

All fence assemblies are required to be maintained for appearance and kept in working order.

Dog kennels or runs must be attached to a primary or accessory structure, be screened from public streets and adjacent properties, and receive VWARC approval for materials and configuration.

Front driveways shall be of concrete, or built of brick or concrete pavers approved by the VWARC. Rear driveways have the option of being paved with asphalt, when approved, as an extension of the paved alley.

Maximum height of landscaping in required vehicle vision triangles is 30".

Section 12. Zoning.

All zoning, land use regulations and all other laws, rules and regulations of any government or agency under whose jurisdiction the land lies are considered to be part of these Covenants and enforceable hereunder; and all of the Owners of said lands shall be bound by such laws, rules and regulations.

In the event there is a conflict between the Covenants and the applicable zoning, the most restrictive provision of either the Covenants or the zoning shall control.

Section 13. Easements.

There are reserved, as shown in the plat and as may otherwise be reserved, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities, including, but not limited to, those providing gas, communication and electrical power. Fencing, hedges and other items allowed by the Covenants may be placed along and in the easements as long as the intended use of such easements are not prevented.

See Exhibit B for additional easement and setback information.

Section 14. Basements.

Buildings proposed for construction with crawl spaces or basements shall include Engineer Certification regarding depth of ground water and soil conditions and proposed mitigation methods to be submitted with each Building Permit. Due to high ground water conditions, full or partial basements are not recommended.

ARTICLE V

SITE DESIGN (Lot Types I - IV)

Section 1. Type I – Single Family & Duplex Lots.

All building plans shall be submitted to the VWARC to confirm compliance with the standards below. Variances to the code may be granted on the basis of specific urban conditions. All building plans shall conform to the City of Bozeman Building Department's requirements and the appropriate building codes.

A. Lot Coverage, Lot Width, and Lot Area:

Not more than 40% of the lot shall be occupied by the principal and accessory structures. Covered porches and patios must be included in the lot coverage area calculation. Not more than 45% of the lot shall be occupied by a single level ADA-adaptable residential unit and accessory structure(s). The term "single level" shall mean having only one story and no stairs between the living spaces.

Minimum lot size shall be 5000 SF for a single family detached residence. Minimum size lot shall be 6000 SF for an attached duplex or single-family dwelling unit with an accessory dwelling unit (over garage). An accessory dwelling unit may be permitted on a minimum 5000 SF lot that has two street/alley frontages.

Exception: Lots 214B-219C the minimum lot size shall be 4000 SF for a single family detached residence. The minimum widths for these lots may be 35 feet when there is an alley present (see Exhibit "B").

B. Accessory Structures:

The following uses are permitted either as attached to the main house or as an outbuilding: garage (where allowed), workshop, artist studio, sauna, pool house equipment enclosure, gazebo, and conservatory.

Accessory Dwelling Units (ADU's) are permitted only over a detached garage and must receive approval from VWARC prior to being submitted for city building permit. The following conditions apply:

1. The principal dwelling or the ADU must be physically occupied as a principal residence by at least one of the Owners of record (minimum 50% fee simple Ownership interest). No more than one of the dwellings (principal dwelling or ADU) may be rented by non-Owners at the same time.
2. An additional off-street parking space is provided.
3. The occupancy of the ADU does not exceed two persons.
4. Only one ADU may be created per lot.
5. Accessory Dwelling Units/ auxiliary apartments are not allowed on Restricted Size Lots.

Home occupations in outbuildings must receive prior approval from VWARC and are subject to city zone codes and planning department approval.

Single Family Lots located on alley-street intersections are encouraged to contain outbuildings with second story residential use.

Garage and ADU Area Limitations		
Type Of Accessory Structure	Maximum Footprint	Maximum Living Area
One-Story Garage	720 Square Feet	n/a
One-And-One-Half –Story Garage w/ Bonus Room or ADU	720 Square foot footprint	600 Square foot "living area" (portion of rooms with height greater than 5 feet)

See Appendix Figure 3 for additional information.

The term "half-story" shall mean a building level above the eave line, which receives light through dormers. Accessory dwelling units are encouraged to have dormers.

The term "living space" or "living area" shall mean spaces within a dwelling unit that may be used or occupied by a resident, such as: bedrooms, kitchen, living room, hallways, closets, and bathrooms.

A garage with an accessory dwelling unit above may not be more than one and one half story.

In no case shall an accessory dwelling unit be taller or larger in footprint than the main structure.

Any plan that is submitted with potential living space above the garage ("Bonus Room", etc.) will be reviewed as a potential future ADU. The plan must be permitted through the City as an ADU at the time of building permit submittal. The site plan must allow for the ability to install a standard ADU parking space.

C. Building Placement:

Buildings shall be located on lots relative to the setbacks identified in Exhibit B.

The front façade of the house must be built on the front yard setback line ("build-to" line). See Exhibit "B". The width of the house on the build-to line must occupy a minimum of 25% of the width of the lot measured along the build-to line. Consideration will be given for 5' maximum setback from the build-to line, based on design merit. Buildings located on lots with curved property lines at the street may substitute for that line, a straight line, located at the average depth of the curved line segment fronting the building.

A 12-foot minimum distance shall separate outbuildings from the main house.

For lots at the intersection of two streets, an unobstructed view triangle must be maintained for traffic visibility. Three points define the triangle: the intersection of the curbs at the corner, and the point 30 feet back along each curb from the corner.

For homes with attached garages on corner lots, a 20' rear yard must be provided. Exception: If a full 20' rear yard cannot be provided, a 20' side yard or rear yard equivalent area must be provided (20' x lot width).

Lots that have a build-to line adjacent to public green spaces are encouraged to have a fence/hedge separation between the public and private areas where the building does not touch the build-to line. This separation must be a minimum of 3 feet in height and extend from the face of the building to the rear property line.

Unless otherwise prohibited by a no-access strip, or alleys are not available, a maximum of 30% of the lots on each block will be allowed vehicle access from the street. The VWARC will grant approvals based on adjacency conditions. The intent is to distribute street access points along the both sides of the street, creating streetscape variation and breaks within on-street parking.

The face of 30' R.O.W. alley accessed garages must be built 5 feet from the alley property line, except where utility easements require 7'-6". The face of 20' R.O.W. alley accessed garages must be built within 10' feet from the alley property line. It is the intent of the Code to narrow and create a defined edge along the alley to help slow traffic. Variances for stated alley build-to lines may be granted by the VWARC based on design merit however, fences and/or hedging may be required to maintain the defined edge and wide (larger than 24') driveway aprons may be required to be interrupted with landscape islands based on site specific conditions. See additional garage door requirements under Section 4.

Street accessed garages, where allowed with single family dwellings, must be located a minimum of 20 feet back from the front yard set back, at the primary street façade. See additional garage door requirements under Section 4.

Façade and site design for buildings built on corner lots must address both street frontages. Design considerations should include but not be limited to wrapping front porches, variation in wall planes and massing, additional fenestration, enhanced landscaping, and integrated backyard screening.

Attached garages on corner lots shall be clearly subordinate to the dwelling. A subordinate garage has both of the following characteristics:

1. The area of the garage vehicle door(s) comprises 30% or less of the total square footage, exclusive of any exposed roof areas, of the principal façade of the dwelling.
2. The façade with the garage vehicle(s) entrance is recessed at least two feet beyond the façade of the dwelling containing the main entry.

D. Permitted Encroachments:

Front porches, steps, balconies, stoops, open porches, and covered walkways may encroach 5 feet into a 20' front yard set back, and may encroach 5' into a 15' front yard setback only if all four of the following conditions are met:

- 1) The encroaching porch must have a length equal to or greater than one-half the length of the building façade or 12 feet, whichever is greater. The remaining portion may be occupied by an integrated façade as defined in these covenants;
- 2) The encroaching porch must have a minimum depth of six (6) feet;
- 3) Second or subsequent stories are not allowed to encroach into the 15-foot front yard setback; and

- 4) No stairs are permitted beyond the 10-foot setback.

Front facades with integrated porch design will be reviewed for the 5' encroachment based on design merit.

On street corner lots, porches and bay windows may not encroach into the street vision triangle.

Cantilevered bay windows are permitted to encroach 2'-0" into setbacks. The location of bay window projections in an encroachment area between two buildings must be approved by the VWARC and is subject to building code separation requirements.

E. Parking:

The maximum distance allowed for parking (including garage stall) from the alley accessed property line is 54 feet. The maximum distance allowed for exterior parking (two stalls deep) from the alley accessed property line is 46 feet.

All required parking spaces must have adequate back-up maneuverability (26 feet minimum).

Private residential parking spaces shall be no less than 9 feet x 20 feet with access to a street or alley.

Trash containers shall be located adjacent to or within the parking area and shall be screened from public view.

One off-street parking space is required where net residential square footage is eight hundred square feet or less. Two off-street parking spaces are required where net residential square footage is greater than eight hundred square feet. An additional off-street parking space is required for an accessory dwelling unit.

Alley-accessed driveways shall accommodate no more than two 10' x 20' parking spaces, for a maximum of 24' in width. Lots with an additional parking stall or accessory dwelling unit stall must have a parking apron for that unit separated from the main driveway by a planting strip 3 feet minimum in width, unless approved otherwise.

F. Building Height:

The porch/first floor elevations shall be a minimum of 3 feet and a maximum of 5 feet above the average fronting street elevations measured on the property line. Variances may be granted on a case-by-case basis. The intent is to create a defining edge and a street friendly appearance, with an open porch raised to enhance privacy.

Single family and duplex structures shall be a maximum of 2.5 floors. The maximum height of outbuildings shall be 2 floors.

Maximum building height is 32' measured from average finish grade to the ridgeline. The maximum building height shall never exceed that governed by the City of Bozeman.

Section 2. Type II – Townhouse/Multi-Family Lots.

All project plans shall be submitted to the VWARC to confirm compliance with the standards below. Variances to the code may be granted on the basis of specific urban conditions. All building plans shall conform to the City of Bozeman Building Department's requirements and the building code. All multiple household projects that meet or exceed the thresholds established in Chapter 18.34 of the Unified Development Ordinance shall go through appropriate plan review with the City of Bozeman.

A. Lot Coverage, Lot Width, and Lot Area :

Not more than 40% of the lot shall be occupied by the principal and accessory structures. Covered porches and patios must be included in the lot coverage area calculation. Not more than 45% of the lot shall be occupied by a single level ADA-adaptable attached multi-family residential unit and accessory structure(s).

For townhouse clusters, the minimum average lot area per unit in an individual structure shall be 3,000 SF. Maximum density is based on the minimum average lot area per unit of 3,000 SF.

Townhouse clusters may exceed 5 units (maximum of 8), and 120' in length when approved by VWARC based on design merit.

B. Accessory Buildings:

The following uses are permitted either as attached to main structure or as an outbuilding: garage, workshop, artist studio, sauna/pool house equipment enclosure, gazebo, and conservatory.

C. Building Placement:

Buildings shall be located on lots relative to the setbacks identified in Exhibit "B".

Building street facades must occupy 80% of the lot frontage, less required setbacks. On corner lots, building street facades must occupy a minimum of 55% of the lot frontage, less required setbacks. Exceptions allowed for attached units of 6 or more in length.

Detached garages must be separated from the main structure by a minimum of 20 feet.

Buildings located on lots with curved property lines at the street may substitute for that line, a straight line, located at the averaged depth of the curved line segment fronting the building.

For lots at the intersection of two streets, an unobstructed view triangle must be maintained for traffic visibility. Three points define the triangle: the intersection of the curbs at the corner, and the point 30 feet back along each curb from the corner.

D. Permitted Encroachments:

Front porches, steps, balconies, stoops, open porches, and covered walkways may encroach 5 feet into a 20' front yard set back, and may encroach 5' into a 15' front yard setback (see Exhibit "B") only if all four of the following conditions are met:

- 1) The encroaching porch must have a length equal to or greater than one-half the length of the building façade or 12 feet, whichever is greater. The remaining portion may be occupied by an integrated façade as defined in these covenants;
- 2) The encroaching porch must have a minimum depth of six (6) feet;
- 3) Second or subsequent stories are not allowed to encroach into the 15-foot front yard setback; and
- 4) No stairs are permitted beyond the 10-foot setback.

Porches and bay windows may not encroach into the vision triangle on a corner lot.

E. Parking:

On-site parking spaces shall be provided only at the rear of the lot.

Private residential parking spaces shall be no less than 9 feet x 20 feet with access to a street or alley.

Trash containers shall be located within the parking areas and be screened or within garages.

One off-street parking space is required for each unit where net residential square footage is eight hundred square feet or less.

Two off-street parking spaces are required for each unit where net residential square footage is greater than eight hundred square feet.

F. Building Height:

A Townhouse shall have a minimum of 2 floors and a maximum of 3 floors.

Maximum ridge height is 38'-0" measured from the average finish grade to the ridgeline.

Half stories indicate stories above the eave line, which receive light through dormers.

The porch/first floor elevation is encouraged be a minimum of 2 feet above sidewalk elevation when possible.

Section 3. Type III – Cottonwood Shop Front/Loft Lots.

All building plans shall be submitted to the VWARC to confirm compliance with the standards below. Variances to the code may be granted on the basis of specific urban conditions. All building plans shall conform to the City of Bozeman Building Department's requirements and the Uniform Building Code.

A. Building Use:

Commercial ground floor with residential or office on 2nd and 3rd floors. Permitted conditional and accessory uses as specified in City of Bozeman Zone Code B-1 designation (Neighborhood Service District).

B. Building Placement:

Buildings shall be located on lots relative to the setbacks identified in Exhibit B.

Buildings shall be set on lots at 4 feet from property lines with pavement/sidewalk extending to building.

Building street facades must occupy 90% of the lot frontage. On corner lots, building street façade must occupy a minimum 75% of the total lot frontage.

Buildings at street corner lots shall clear a view triangle generated by connecting the two curb edges at a distance of 30 feet from their intersection. If on-street parking is provided, the triangle shall be formed not along the curb but along the edges of the travel lane.

C. Permitted Encroachments:

Paved yards are a mandatory encroachment beyond the build-to line.

Balconies and roof eaves are permitted encroachments beyond the build-to line.

D. Parking:

On-site parking spaces shall be provided only to the rear of the lot and be screened from any residential adjacencies.

Private parking spaces shall be no less than 9 feet x 20 feet with access to a street or alley.

Trash containers shall be located within the parking area and screened from public view.

One parking space is required per every 400 gross square feet of net office or commercial space. (1) Space per residential unit less than 800 SF, (2) spaces for units above 800 SF.

E. Building Height:

Heights shall be measured relative to the fronting street elevation measured on the frontage line to the parapet or ridgeline.

Maximum building height is 38'.

Section 4. Type IV – Westlake Business Park Lots.

All building plans shall be submitted to the VWARC to confirm compliance with the standards below. Variances to the code may be granted on the basis of specific urban conditions. All building plans shall conform to the City of Bozeman Building Department's requirements and the Uniform Building Code.

A. Building Use:

Permitted uses are limited to those allowed under City of Bozeman Zoning B1 designation (Neighborhood Service District). Also see additional requirements for renters or lessees in Article IX.

B. Building Placement:

Buildings shall be located on lots relative to the setbacks identified in Exhibit B.

No more than sixty percent of the lot shall be occupied by impervious surfaces. The remaining forty percent of the total lot area shall be subject to City of Bozeman zone code landscape standards (18.50.100)

Minimum yards as follows:

Front Yard (or public street frontage): 35 feet

Rear Yard: 25 feet

Side Yard: 25 feet

C. Permitted Encroachments:

Balconies and roof eaves are permitted encroachments beyond the build-to line.

D. Parking:

On-site parking spaces shall be provided only to the rear of the lot and be screened from any residential adjacencies. Variances will be considered based on site design merit.

Private parking spaces shall be no less than 9 feet x 20 feet with access to a street.

Trash containers shall be located within the parking area and screened from public view.

One parking space is required per every 400 gross square feet of net office or commercial space.

E. Building Height:

Heights shall be measured relative to the fronting street elevation measured on the frontage line.

Maximum building height is 38 feet for roof pitches 3:12 (min.) or 6:12 (max.).

ARTICLE VI

LANDSCAPE DESIGN / SITE

Section 1. Definitions.

Front Yard: The areas from the set back (build-to) line to the property line, and from side lot line to side lot line.

Side Yard Corridor: The area from the side of the house to the side lot line, less front yard and rear yard.

Rear Yard: The area from the back of the structure extending to the rear property line.

Section 2. Yards - Type I Lots.

Each site Owner will be required to meet minimum landscape specifications consistent with the overall plan. These will include, but are not limited to: street trees, large canopy trees in specified yards, shrubs, mixed planting beds, turf lawns and in-ground irrigation systems.

The Owner is encouraged to plant native species (shrubs and trees). Wildlife-friendly shrubs, preferably planted in an informal or mixed hedge at the yard perimeters. Side yard hedges (min. 24" height, max. 24" o.c. spacing, min. 12' min. section length when planted) or equivalent plant screening, is required. Planting of at least two minimum 2" diameter caliper trees (one front yard, one rear yard) and at least two appropriately sized planting beds at the house perimeter containing mixed shrubs is required. Variances will be granted based on design merit and individual lot conditions.

Unless prevented by a utility easement or garage access, the Owner shall plant a minimum of one 2" minimum diameter caliper deciduous tree (in addition to the rear yard requirement) for each lot 60 feet or less in width. For each lot larger than 60 feet in width, the Owner shall plant two 2" minimum diameter caliper deciduous trees near the alley.

All properties and boulevards are required to use sod for grass areas and have full in-ground landscape irrigation systems.

Individual lot Owners shall be responsible for landscaping of the adjacent boulevard area (non-boulevard trail frontage) at the time of occupancy and maintenance thereafter. Min. 2" diameter caliper trees shall be planted to follow City of Bozeman requirements for species and spacing.

All boulevard plantings must follow City of Bozeman requirements for street tree permits, species selection, and spacing. Owners are required to obtain City of Bozeman boulevard tree planting permit prior to planting.

Planting beds shall have a top layer of mulch or earth tone stone (non-white).

Deciduous canopy trees and evergreen trees are encouraged in the side yard corridor. Deciduous trees are encouraged to be planted a minimum of 20 feet from the eaves.

Property Owners determine their own gardens, perennials, native grasses and/or ground covers in the rear yard.

When selecting from provided species list, it is the responsibility of the property Owner to check the appropriateness of that species with specific site conditions.

Windbreaks consisting of a row of evergreen trees are encouraged for the north and northwest side and rear lot lines, but must be held back a minimum of 8 feet from the lot line when adjacent to a neighbor and out of utility easements.

It is the responsibility of the Owner to contact the appropriate utility companies before digging.

Section 3. Yards - Type II, III, and IV lots.

Properties are subject to City of Bozeman Zone Code landscape requirements as a minimum.

All properties and boulevards are required to use sod for grass areas and have full in-ground landscape irrigation systems.

Planting beds shall have a top layer of mulch or earth tone stone (non-white).

Individual Lot Owners shall be responsible for landscaping of the adjacent boulevard area (non-boulevard trail frontage) at the time of occupancy and maintenance thereafter. Turf grass and minimum 2" diameter caliper trees shall be planted to follow City of Bozeman requirements for species and spacing.

All boulevard plantings must follow City of Bozeman requirements for street tree permits, species selection, and spacing. Owners are required to obtain City of Bozeman boulevard tree planting permit prior to planting.

Section 4. Alleys.

Unless prevented by a utility easement or garage access, the Owner shall plant a minimum of one 2" minimum diameter caliper deciduous tree (in addition to the rear yard requirement) for each lot 60 feet or less in width. For each lot larger than 60 feet in width, the Owner shall plant two 2" minimum diameter caliper deciduous trees near the alley.

Section 5. Garbage.

There shall be no incineration or burning of garbage, trash or other waste or debris on, or coming from any lot. No junk, garbage, trash, equipment, unworking or out of use vehicles, parts, metals, lumber, debris or other waste shall be allowed to accumulate on any lot or originate from any lot during construction. All garbage and trash requirements of the City of Bozeman shall be observed. Garbage containers shall be kept in the garage or other enclosures except on garbage pick-up day. Each Lot Owner shall maintain the alley right-of-way adjacent to the Owner's property. Such maintenance shall include, but not be limited to, picking up and appropriately disposing of debris and garbage, mowing and trimming of the alley right-of-way.

In the event an Owner shall not control waste on or coming from their property, the Association, after ten days written notice to an Owner to control the same, may cause the waste to be controlled or collected, and may assess the Lot Owner for the costs thereof.

Section 6. Weed Control.

The Owner of each lot shall control the weeds and all noxious plants on their lot (built on or unbuilt); provided, however, that the Owner shall not use spray or killing materials in such a way as to be harmful to humans or animals or to the other Owners' vegetation.

In the event an Owner shall not control the weeds and noxious plants, the Association, after ten days written notice to an Owner to control the same, may cause the weeds or noxious plants to be controlled, and may assess the Lot Owner for the costs thereof.

ARTICLE VII

DESIGN REVIEW PROCESS

Section 1. Submission of Plans Before Construction.

No residence, fence, wall, garage, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location of the same shall have been submitted and approved, in writing, by a majority of the VWARC as to compliance with these Covenants, as well as appropriate City of Bozeman review, permitting and fee payment. All plans submitted to the City of Bozeman Building Division must have the Valley West Architectural Review Committee stamp of approval.

Section 2. General Requirements.

Submit **two** copies of the required documents for each design review to the following:

Deliver or mail to:

Valley West Architectural Review Committee (VWARC)
c/o Intrinsik Architecture, Inc.
428 E. Mendenhall Street
Bozeman, Montana 59715

Submittals must be labeled with "Valley West Architectural Review Committee" and specific project title and address.

Upon VWARC review, the Owner will be notified within ten (10) business days after the start of the review cycle date that the design has been approved, approved with stipulations or disapproved. Incomplete applications may be returned and are subject to a re-submittal fee.

The reasons for approval with stipulation and disapproval will be clarified for the Owner in writing and/or with drawings. If the VWARC does not contact the Owner within ten (10) business days of the review commencement date, the application shall not be deemed "approved".

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

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

If an application has been denied, or the approval is subject to conditions that the Owner feels are unacceptable, the Owner may request a hearing before the VWARC to justify his/her position. The VWARC will consider the arguments and facts presented by the Owner and notify the Owner of its final decision within ten (10) days of the hearing.

Section 3. Twelve Months to be Completed.

Any structure to be erected in accordance with an approval so given must be erected and completed within one year from the date of approval. If construction of a structure is not commenced within one year after approval, new approval must be obtained. If any structure is commenced and is not completed in accordance with the plans and specifications within one year, the Directors of the Association, at their option, may take such action as may be necessary, in their judgment, to improve the appearance so as to make the property harmonious with other properties and to comply with these Covenants, including completion of the exterior of the combination thereof, or removing the uncompleted structure or similar operations. The amount of any expenditure made in so doing shall be an obligation of the Owner. A lien on the property may be recorded and shall be enforceable by an action at law. In lieu thereof, the Association may take such action as is available by law, including an injunction, or action for damages.

Section 4. Inspection Procedure.

Inspections are required to ensure that construction proceeds in compliance with these covenants and the approved drawings. An inspection is required at each of three stages of construction: framing, siding, and landscaping. The

Owner shall request an inspection of the improvements by the VWARC by submitting an Application for Inspection (Form D). Owners are responsible for scheduling an inspection and paying the fee: 1) when the framing is complete (\$150); 2) when siding is at a point, prior to completion, to allow the VWARC to see the siding and cladding product(s) installed in their planned locations (\$150); and 3) when landscaping components (beds, plants, sod, irrigation, and trees) are installed in their planned locations (\$150).

There shall be not less than forty-eight (48) hours notice prior to each inspection. Proceeding with unapproved construction prior to inspection is entirely at the builders' risk.

The inspections shall only determine compliance with the covenants and approved plans. If the VWARC find the improvements were not completed in strict compliance with the covenants and approved plans, the VWARC shall notify the Owner of the noncompliance within seven (7) days of the inspection request and shall require remedy of the same. The Owner shall have seven (7) days from the noncompliance notification to remedy the noncompliance or shall submit a work plan delineating the time frame when the noncompliance will be remedied. The VWARC may allow up to forty-five (45) days for the noncompliance to be remedied if the submitted work plan provides adequate justification for the requested time.

If the noncompliance is not remedied within seven (7) days of notification and the Owner does not provide a work plan within said time, or if the noncompliance is not remedied within the time frame provided in the work plan as approved by the VWARC, the VWARC may, at their option, remedy the noncompliance. The Owner shall reimburse the VWARC upon demand for all expenses incurred in connection therewith. If the Owner does not promptly repay such expenses, the VWARC shall levy an assessment and file a lien against such Owner and the improvement in question and the land on which the same is situated for reimbursement and the same shall be enforced and/or foreclosed upon in the manner provided for by law.

No occupancy of the project shall take place prior to written VWARC approval, as well as payment of all inspection and review fees, and any outstanding costs, unless otherwise allowed.

Section 5. Deviation from Plan Approval.

Any design, construction, element or alteration for any approved plan is subject to the fines as set forth in the enforcement provision of these covenants.

Section 6. Liability and Variances.

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

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

Within all sections of these covenants, when a variance is indicated that it may be granted, the variance must be requested and approved by the VWARC and/or the Bozeman City Commission, as applicable, depending on whether the variance is from the Covenants or from the current City Zoning Ordinance or both.

Section 7. Design Review Procedure.

Prior to beginning the design process, it is recommended that Lot Owners and their designers contact the VWARC to verify their interpretation of these codes and check for the most current updates and administrative changes which may affect their plans.

STEP 1: SKETCH DESIGN REVIEW

In addition to verifying the required setbacks, this review checks the designs for correct interpretation of the Architectural Regulations.

Forms Required: Acknowledgement Form
Form A - Sketch Review Application.

Review Fee: \$200 Single family and duplex unit projects; \$300 Multi-unit projects up to eight units; \$350 Multi-unit projects over eight units. All returned incomplete applications are subject to a \$100 re-submittal fee. Fees based on each individual property, regardless of proposed project or prior design approvals.

Minimum Drawings Required:

Site Plan (1/16" or 1/8" = 1'-0") showing:

North arrow.

Property lines, setback lines, sidewalks and easements with dimensions

Building footprints with entries, porches and balconies delineated, and overhangs as dashed lines.

Elevation of first floor.

Landscape concept plan including boulevard trees located.

Adjacent property structures and landscaping.

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

Room use.

All windows and doors with operation and swings shown.

All overhangs of floors and roofs as dashed lines.

Overall dimensions.

Gross square footage for unit and garage.

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

Porches, balconies, doors and windows.

Principal materials specified.

Overall height from average grade.

Roof pitches.

STEP 2: CONSTRUCTION DESIGN REVIEW

This review checks the construction documents for compliance with the Covenants and verifies that the previous VWARC recommendations have been incorporated. Conformity to applicable local regulations and building codes, as well as obtaining appropriate permits is the responsibility of the architect and/or builder.

Form Required: Form B - Construction Design Review Application

Review Fee: \$250 per single family and duplex unit projects; \$350 for projects up to 8 housing units; \$400 for projects over 8 housing units. All returned incomplete applications are subject to a \$100 re-submittal fee. Fees based on each individual property, regardless of proposed project or prior design approvals. Form A review must be completed and all fees paid before Construction Design Review will begin.

Foundation Design Review: Each project is required to submit a letter from a civil engineer identifying existing ground water elevations, and recommendations for foundation design, footing and first floor elevations.

Minimum Drawings Required:

Site Plan (1/8" = 1'-0" scale or larger) showing:

North arrow.

Property lines and setback lines with dimensions

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

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

Water, electric and sewer service.

Grading plan.

Location of streets.

Location, dimensions and materials for walks and drives.

Limits of construction activity (no construction, traffic or storage of materials will be permitted beyond these limits).

Exterior light locations and type

Location of external equipment (electric meter, location of waste bins, etc.)

Floor Plans (1/4" = 1'-0") showing:

Foundation plan dimensioned.

Room use labeled and rooms dimensioned.

Wall, window and door openings dimensioned.

Exterior walls dimensioned.

All overhangs of floors and roofs as dashed lines.

Gross square footage.

Elevations & Sections showing:

Each Elevation at 1/4" = 1'-0" with colors rendered of fronting street elevation.

Landscape Plan:

Including plant listing (name, planting and mature sizes) and their respective locations.

Material Samples:

As requested by VWARC.

Siding and trim sample with actual color applied.

STEP 3: CONSTRUCTION COMMENCEMENT

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

The VWARC reserves the right to inspect in the field for compliance during any stage of construction. The VWARC is empowered to enforce its policy as set forth in the Architectural Regulations and Neighborhood Association's Declaration of Covenants, Conditions & Restrictions by any action, in law or equity, to ensure compliance.

STEP 4: MINOR CHANGES

It is anticipated that Owners may wish to make improvements or modifications to their buildings or property during initial construction or at a future date. A change may be executed upon receipt of Form C - Application for Change(s) bearing the VWARC stamp of approval. Review fee: \$100. Please note that additional meetings and/or reviews requested by the Owner and as determined by the VWARC to be above and beyond the standard review process are subject to hourly fees in addition to the Design Review fee and must be paid prior to issuance of approval.

ACKNOWLEDGEMENT FORM

Owner acknowledges that he/she has received, read, and will abide by the Third Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West. Violations of the Third Amended and Restated Declaration of Protective Covenants and Restrictions and/or addenda will be remedied by Valley West Homeowner's Association whereupon the Owner will be responsible for the cost of the remedy.

I (We) _____
am/are the Owner(s) of record of Lot _____ in Phase _____
of Valley West Planned Unit Development. I/We have read these requirements and understand their implications. Furthermore, I (we) have been given sufficient opportunity to discuss these requirements with a member of the Valley West Architectural Review Committee. My (Our) signature(s) below is/are evidence of my/our intent to comply with these requirements.

Signature- Lot Buyer: _____ Date: _____

Printed Name: _____

Signature- Lot Buyer: _____ Date: _____

Printed Name: _____

Signature-Contractor: _____ Date: _____

Printed Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

FORM A
SKETCH DESIGN REVIEW APPLICATION

LOT NUMBER, Phase:_____

Owner:_____

Mailing Address:_____

Telephone:_____ FAX:_____

Email:_____

BUILDER:_____

Firm:_____

Address:_____

Telephone:_____ FAX:_____

Email:_____

ARCHITECT:_____

Firm:_____

Address:_____

Telephone:_____ FAX:_____

Email:_____

LANDSCAPE ARCHITECT:_____

Firm:_____

Address:_____

Telephone:_____ FAX:_____

INFORMATION

1. Are any variances from the Valley West Code being requested under this application? ☐ Yes ☐ No

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

2. Items submitted (please check):

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

Submitted by:_____ Date:_____

Signature:_____

FORM B
CONSTRUCTION DESIGN REVIEW APPLICATION

LOT NUMBER, Phase: _____

Owner: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Email: _____

ARCHITECT: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Email: _____

LANDSCAPE DESIGNER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Items submitted (please check):

- ☐ Review Fee
- ☐ Site/Grading Plan
- ☐ Floor Plans
- ☐ Roof Plan
- ☐ Elevations & Sections
- ☐ Samples & Cut Sheets
- ☐ Rendered Elevation
- ☐ Landscape Plan

Submitted by:_____ Date:_____

Signature:_____

FORM C
APPLICATION FOR CHANGE(S)

LOT NUMBER, PHASE: _____

Owner: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Email: _____

ARCHITECT: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Email: _____

Change Description: (attach sketch of proposed change)

Reason for Change:

Submitted by: _____ Date: _____

Signature: _____

FORM D
APPLICATION FOR INSPECTION

LOT NUMBER, PHASE: _____

Owner: _____

Mailing Address: _____

Telephone: _____ FAX: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

ARCHITECT: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Inspection requested by this application (check one):

- ☐ Framing (\$150 fee)
- ☐ Siding (\$150 fee)
- ☐ Landscaping (\$150 fee)

CERTIFICATION:

I do hereby certify that the contracted structure on said lot conforms to the codes and the construction documents as approved by the VWARC. All site work, landscaping, cleaning, removal of temporary utilities, and repair of damage to right-of-way and common areas has been implemented.

Signature of Owner: _____

Date: _____

Date of VWARC Inspection: _____

VWARC Approval Signature: _____

ARTICLE VIII

VALLEY WEST ARCHITECTURAL REVIEW COMMITTEE

Section 1. Function of the Valley West Architectural Review Committee (VWARC).

The function and purpose of the VWARC is to encourage the architectural harmony of VWARC. The Declarant and all Owners are bound by regulations defined in the Third Amended Valley West Covenants, Conditions and Restrictions, the Valley West code, and the design review process. To that end, no structure shall be erected or altered until Municipal, VWARC, and any other required approvals have been obtained.

Section 2. Scope of Responsibilities.

The VWARC has the right to exercise control over all construction in the Valley West Planned Unit Development. It will also review all homeowner's alterations and modifications to existing structures (including but not limited to walls, painting, renovations, and landscaping).

Section 3. Enforcing Powers.

Should a violation occur, the VWARC and/or the Association has the right to injunctive relief, which requires the Owner to stop, remove, and/or alter any improvements in a manner that complies with the standards established by the VWARC. Approval by the VWARC does not relieve an Owner of his/her obligation to obtain any government approvals. If such approvals are required and are not obtained by the Owner, the VWARC, the Association, and/or the applicable government agency may take whatever actions are necessary against the Owner to force compliance. The VWARC and/or the Association may impose fines as allowed by the Covenants for violations of these covenants. In the event such fines are not paid within thirty (30) days of the date imposed, the VWARC and/or the Association may record a lien against the lot for which the fine was imposed. Like any other fine authorized by these Covenants, such fine shall also be the personal obligation of the Owner and any successive Owner.

Section 4. Committee Members.

The VWARC will consist of Donald L. Meyers, as the principal of Declarant, his successors, assigns, agents, or appointees. Donald L. Meyers may, in his sole discretion, engage architects, engineers or other advisors in the VWARC review process.

Section 5. Limitation of Responsibilities.

The primary goal of the VWARC is to review the submitted applications, plans, specifications, materials, and samples in order to determine if the proposed structure conforms to the Valley West Architectural Regulations. The VWARC does not assume responsibility for the following:

The structural adequacy, capacity, or safety features of the proposed structure or improvement.

Soil erosion, ground water levels, non-compatible or unstable soil conditions.

Compliance with any or all building codes, safety requirements, and governmental laws, regulation or ordinances.

ARTICLE IX

PROPERTY USE

Section 1. Hunting. No hunting of, shooting at or harassing of birds, animals or any wildlife will be permitted. Skunks, gophers and rodents may be trapped; however, poison may not be used.

Section 2. Animals. No livestock, poultry, or other animals, except dogs, cats, or small in-house pets, are permitted on the properties.

All dogs, cats, and other pets shall be strictly controlled by their Owners so as not to annoy or interfere with the use of the properties by the other Owners and to prevent any interference or harassment of wild birds or animals in the subdivision or on surrounding or adjacent properties. Dogs and cats shall be kept on the Owner's property and shall not be allowed to roam free.

Section 3. Vehicles. Only one recreational vehicle, boat, trailer, snowmobile, or other rolling equipment other than automobile and pick up truck per lot will be allowed to be stored and/or parked on a designated concrete pad adjacent to the alley. Such vehicle shall not be visible from the street in front of the house. Such vehicles shall not be parked on in open view on any other residential lot, driveway, or road. No vehicle shall obstruct pedestrian traffic. Vehicle owners of vehicles parked in violation of these Covenants may be notified of the violation orally or by placing a written notice on the vehicle. Such owner will be requested to immediately remove the vehicle. If the violation is not corrected within 24 hours of notification, the VWARC and/or Association

may cause the vehicle to be towed and impounded at the expense of the vehicle's Owner. Notwithstanding anything to the contrary, the VWARC and/or Association may cause a vehicle to be towed immediately without notification if the VWARC and/or Association determines the vehicle impedes emergency vehicles or, in any way, represents a threat to health and safety. All vehicles, including automobiles and pick-up trucks, shall also comply with all local and state laws regarding vehicles.

Section 4. Utility Lines. City sewer and water lines, power, natural gas, cable television, and telephone primary service lines are provided to each lot. However, each Lot Owner is responsible for the costs of connecting to the main utility lines to his or her improvements from the primary line near his or her lot, including any additions to the primary line that may be required by location of the improvements on the lot. All utility lines shall be underground. Northwestern Energy provides the electrical utilities to the development. Private utilities are the responsibility of the Lot Owner.

Section 5. Signs. No signs shall be erected on the property or lot thereof, except to identify the Owner of the property. "For Sale" signs shall be allowed upon the lot being sold. A sign may be placed at the entrance(s) to the subdivision to identify the subdivision and/or neighborhood.

Section 6. Setbacks. If the applicable zoning now or hereafter requires a greater setback or contains other more restrictive provisions regarding the placement of buildings, the Zoning Code shall control as if incorporated herein.

Section 7. Condominium. Any lot may be subject to the declarations of a condominium property formed and filed. The additional restrictions and requirements of any such form condominium do not, in any way, relieve the lot or Owner from compliance with all restrictive covenants stated herein.

Section 8. Regulation. All zoning, land use regulations and all other laws, rules, and regulations of any government or agency under whose jurisdiction the land lies are considered to be part of these Covenants and enforceable hereunder; and all of the Owners of said lands shall be bound by such laws, rules, and regulations.

In the event there is a conflict between the Covenants and the applicable zoning, the most restrictive provision of either the Covenants or the zoning shall control.

Section 9. Easements. There are reserved, as shown in the plat and as may otherwise be reserved, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related

facilities and equipment for utilities, including, but not limited to, those providing gas, communication and electrical power. Fencing, hedges and other items allowed by the Covenants may be placed along and in the easements as long as the intended use of such easements are not prevented.

Section 10. Noise. Each Owner shall be responsible for maintaining the peace and calm of the neighborhood. Each Owner, whether present at the time of a disturbance or not, is responsible for the conduct of their guests, invitees, licensees, tenants, and lessees. It is a violation of these Covenants to allow noise to emit beyond the Owner's property boundary at a level that disturbs one or more persons. Any such disturbance may be reported, pursuant to the enforcement section of these Covenants and is subject to fines.

Each Owner is also responsible for the conduct of themselves, their guests, invitees, licensees, tenants, and lessees as the same may be utilizing the open space. Any disturbance occurring in the open space is subject to the enforcement section of these Covenants and is subject to fines.

Section 11. Tenants. It is the responsibility of the Owner to notify the Association not less than seventy-two (72) hours prior to the renting or leasing of any structures zoned and allowed by covenant to be rented or leased to non-Owner person or persons. Failure to notify the Association is an action subject to fine pursuant to the enforcement section of these Covenants.

Many dwellings located in Valley West are designed for and allowed to be rented or leased. Within any structure designed for and allowed to be rented or leased, there shall be no more than two (2) unrelated non-owner persons occupying that structure.

Section 12. Sale of Lot. Each Lot Owner shall notify the Association not less than forty-eight (48) hours prior to the sale of the Owner's lot and shall confirm the sale as part of the transfer of ownership process.

Section 13. Lot Maintenance. Each Owner is required to maintain their lot in a neat and orderly fashion and shall not allow debris to accumulate on the lot. This includes during initial construction, as well as occupancy and remodeling. All refuse, trash, and construction rubble (including concrete) shall be removed from the lot in a timely manner and shall be disposed of properly. There shall be no dumping of any sort in other areas of the development. Trash, rubble, and refuse shall not be allowed to become airborne and carried off the lot.

ARTICLE X

OPEN SPACE AND COMMON AREA

Section 1. Use of Open Space and Common Area.

No property Owner shall have the right to occupy or possess any of the open space and common area by reason of owning a lot in Valley West Subdivision.

Section 2. Active Parks and Bronken Memorial Park.

Bronken Memorial Park shall be maintained by the City of Bozeman and other organizations in perpetuity.

The Association shall maintain the active parks, including the surrounding sidewalks, during the U.S. Army Corps of Engineers wetland monitoring period (seven years). The City of Bozeman shall maintain the active parks thereafter.

The Owner's parks shall be maintained by the Association.

Section 3. Parkways.

Parkways, providing pedestrian access to and from the residential areas are intended for passive pedestrian use and shall be maintained by the Association. No motorcycles, snowmobiles or similar means of transportation are permitted.

Section 4. Boulevard trails.

Boulevard trails, located along Babcock Street, Ferguson Avenue, Cottonwood Road and Durston Road shall be maintained by the Association. No motorcycles, snowmobiles or similar means of transportation are permitted. Motorized vehicles are allowed exclusively for snow removal.

Section 5. Mandatory Requirements.

The Open Space within Valley West as designated on a final plat or approved PUD site plan shall be preserved in perpetuity. The Board, among its other duties, shall establish assessments for the taxes, insurance, and maintenance of all open space, roads, easements, and active parks under the control and authority of the Association, Owners' parks and parkways.

The Association shall be responsible for liability insurance, local taxes and maintenance of recreation and other facilities in the Open Space areas. The assessments levied by the Board for the maintenance, upkeep, repair, and operation of Open Space and other common areas like all other assessments, become a lien on each lot within Valley West. The Board may, in its discretion,

adjust the assessments to meet the changing needs of the community and the areas serving the community.

All open space and common area shall be maintained pursuant to the adopted Open Space Maintenance Plan for Valley West.

Section 6. Owners' Right to Parking Area.

Every Owner shall have the right to use the designated parking areas. The Owners' right to use the parking areas shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- a. Parking shall be in compliance with the Bozeman City Zoning Ordinance.
- b. The right of the Association to provide reasonable restrictions on the use of parking areas for the overall benefit of the Association and its members including restrictions or prohibitions on the type of activity and use including, but not limited to, special sales events, merchandise display stands or tables, signs, fireworks, loud music and loud parties in the parking area.
- c. The right of the Association to charge reasonable fees for the disproportionate use by Owners or their guests or invitees of the parking area.
- d. The right of the Association to suspend the voting rights and right to use the parking areas of any Owner and/or occupant for any period during which any assessment against his or her lot or person remains unpaid and for any infraction of its published rules and regulations for any period of time the Association deems necessary.

Section 7. Nuisance.

No Owner, guest or invitee may use or occupy the common area, trails, roads, open space, parking area or any lot in such a manner as to disturb or interfere with the peaceful use, occupancy, or enjoyment of any other Owner, guest, or invitee of Valley West. Violations shall be enforced as provided for in Article XI of these Covenants and violation of this provision may be subject to fines.

Section 8. Control and Management.

The Association shall have the exclusive right and obligation to manage, control, and maintain the Open Space and Common Area.

Every Lot Owner shall be responsible for maintenance of the sidewalk located on, adjacent to, and between the Owner's lot and the nearest right-of-way. Maintenance shall include, but not be limited to snow and ice removal.

ARTICLE XI

TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. The term of the provisions of these Covenants shall be binding for a term of twenty (20) years from the date of these Covenants and may be modified, altered, or amended during that period only by the Declarant at the Declarant's sole option. After the initial twenty (20) year period, the Covenants should be automatically extended for successive periods of ten (10) years not to exceed three (3) such extensions unless an instrument agreeing to revoke or terminate these Covenants has been signed by the Owners of eighty (80) percent of the lots in Valley West. Any covenant required as a condition of preliminary subdivision or PUD approval shall not be altered or amended without the agreement of the governing body.

Section 2. Enforcement of these Covenants shall be by proceedings through the Association (by and through the Board of Directors, and/or where applicable, the VWARC) or any Owner, and may include, but not be exclusive of action either at law or in equity against any person or persons violating, or attempting to violate, any Covenant; and the legal proceedings may either be to restrain violation of these Covenants, to recover damages, or both.

The Board also has the right to suspend the voting rights of any Owner for any violation of the Covenants until such violation is cured and any associated fines, interest, attorneys fees, paralegal fees, costs, etc. are fully paid.

Should any lawsuit or other legal proceeding be instituted by the Board, VWARC, or an Owner against an Owner alleged to have violated one or more of the provisions of these Covenants and should the Board, VWARC, or Owner enforcing the provisions of the covenants be wholly or partially successful in such proceedings, the offending Owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees and paralegal fees for all time associated with the action.

As part of the enforcement of this Declaration, the Board shall adopt a rule and regulation that establishes fines, and such fines are enforceable by the individual Owners on behalf of the Association, the Association, the Board, and, where empowered, the VWARC.

Other than nonpayment of assessments, which is governed by Article III, removal of vehicles, which is governed by Article IX, section 3, or fines, which is governed by the attached Fine Schedule, before any proceeding or suspension of voting votes may be imposed by the Association, Board, or VWARC, the Association, Board, or VWARC shall abide by due process procedures set forth in a rule and regulation.

Section 3. The failure of Declarant, the Association, the Board, the VWARC, or an Owner to enforce any covenant contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that covenant, or any other covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver or approval of a variance of a Covenant provision by the Board of Directors, or non-action of the Association, Board, VWARC, or Declarant in the event of a violation of a Covenant by a particular Owner or lot, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other Owners or lots.

Section 4. Invalidity of any one of these Covenants by judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 5. In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed or referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

Section 6. A breach of any of the foregoing restrictions or Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any lot or portion of the real property or any improvements thereon. However, the Covenants shall be binding upon and shall inure to the benefit of any subsequent Owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 7. After the initial twenty (20) year term for these covenants, the provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, by the Association upon approval of two-thirds (2/3) of the votes of the Association at a meeting duly noticed and called for this purpose; provided that the easements for roads, utilities and common

areas shall not be changed without the unanimous consent of all of the Owners affected by the change.

The President or Vice-President shall execute and record the amendment, change or addition with the Clerk and Recorder of Gallatin County, Montana.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this _____ day of _____, 2008.

DECLARANT:

Bozeman Lakes, L.L.C.,
a Montana limited liability company

By: Bozeman L & A, L.L.C.,
an Arizona limited liability company
Its: Managing Member

By: Aspen Bozeman, L.L.C.,
an Arizona limited liability company
Its: Managing Member

By: Aspen Enterprises, L.L.C.,
an Arizona limited liability company
Its: Managing Member

By: D.L. Meyers, Inc.
an Arizona corporation
Its: Manager

By: _____
Donald L. Meyers, President

STATE OF ARIZONA)
)
County of Maricopa) :ss.

On this _____ day of _____, 2006, before me, the undersigned, a Notary Public of the State of _____, personally appeared Donald L. Meyers, known to me to be the person that executed the within instrument and acknowledged to me they executed the same, in the representative capacity indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

NOTARY PUBLIC for the State of _____
Residing at _____
My Commission expires _____

EXHIBIT "A"

Valley West Subdivision PUD - Legal Description

A Tract of land located in the NE 1/4, and SE 1/4 Section 9; NW 1/4 and a portion of the W1/2 SW 1/4 Section 10, Township 2 South, Range 5 East P.M.M., Gallatin County, Montana, and more particularly described as follows:

Commencing at the Northeast Corner of said Section 9 and the True Point of Beginning;

Thence along the North line of said section, S 89°47'04" W a distance of 2643.78 feet to a point on the North line of said Section 9 and also being the North Quarter corner of said Section;

Thence continuing along said Section, S 88°04'24" W a distance of 1337.30 feet to the west one-sixteenth corner of Sections 4 and 9, and the Northeast corner of Certificate of Survey 1581 Tract 1;

Thence along the East line of Certificate of Survey #1581 and the west one-sixteenth line of Section 9, S 00°59'07"E a distance of 1341.86 feet to the Northwest one-sixteenth corner of Section 9 and a Point being the Southeast corner of Certificate of Survey #1581 Tract 2;

Thence along the northerly one-sixteenth line of Section 9, N 88°28'22" E a distance of 1337.16 feet to the Center-North one-sixteenth corner of Section 9;

Thence continuing along the Northerly one-sixteenth line of N 89°19'43" E a distance of 1320.65 feet to the Northeast one-sixteenth corner of said section;

Thence along the easterly one-sixteenth line, S 01°02'11" W a distance of 1340.70 feet to the Center-east one-sixteenth corner of Section 9;

Thence along the East-west mid-section line, N 88°52'19" E a distance of 1319.50 feet to the East Quarter corner of said Section 9 and the northwest corner of Certificate Of Survey #1846 Tract 1;

Thence along the East-west mid-section of Section 10, S 89°51'58" E a distance of 2668.01 feet to the Center Quarter and the northeast corner of Certificate of Survey # 1872 Tract A;

Thence along the north-south mid-section line of Section 10, N 00°28'03" E a distance of 2665.84 feet to the North Quarter corner;

Thence along the north line of Section 10 N 89°59'25" W a distance of 738.56 feet to a point on the north line of Section 10 also being the northeast corner of Certificate of Survey # 1829 Parcel B;

Thence along the east-line of said Survey through the following courses, S 00°10'31" E a distance of 881.78 feet to the Southeast corner of said Survey;

Thence along the south line, S 88°30'24" W a distance of 639.06 feet to the Southwest corner of said Survey;

Thence along the west line, N 00°09'34" E a distance of 898.54 feet to a point on the north line of Section 10 and also being the northwest corner of Certificate of Survey #1829 Parcel B;

Thence along the north line of Section 10, N 89°59'25" W a distance of 621.40 feet to a point on the north line of Section 10 and also being the northeast corner of Certificate of Survey 985 Tract 1;

Thence along the east line of said survey through the following courses, S 01°06'08" W a distance of 408.00 feet to a point being the Southeast corner of Certificate of Survey 985 Tract 1;

Thence along the South line of said Survey, N 89°59'25" W a distance of 600.00 feet to the Southwest corner of said survey;

Thence along the west-line, N 01°06'08" E a distance of 408.00 feet to a point on the north line of Section 10 and also being Northwest corner of Certificate of Survey # 985 Tract 1;

Thence along the north line of Section 10, N 89°59'25" W a distance of 45.01 feet to the True Point of Beginning.

Also included is a tract of land being Tract 1 and portions of Tracts 2-4, Block 2, portions of Tracts 1-3, Block 1, and the original Cascade Street, Valley West Subdivision, situated in the NW ¼ Section 10, T2S, R5E, P.M.M., City of Bozeman, Gallatin County, Montana.

EXHIBIT "B"

Valley West Subdivision Planned Unit Development Property Setbacks

Phase 1A & 1B

Phase	Lot #	Lot Type	Fronting Street	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Rear Garage Setback	Notes
1B	1	I	Stafford Avenue	20'	5'	20'	10'	4
1B	2	I	Stafford Avenue	20'	5'	20'	20'	1,2
1B	3	I	Alexander Street	20'	5'	20'	10'	
1B	4	I	Alexander Street	20'	5'	20'	10'	
1B	5	I	Alexander Street	20'	5'	20'	10'	
1B	6	I	Alexander Street	20'	5'	20'	10'	
1B	7	I	Alexander Street	20'	5'	20'	10'	
1B	8	I	Alexander Street	20'	5'	20'	10'	
1B	9	I	Alexander Street	20'	5'	20'	10'	
1B	10	I	Alexander Street	20'	5'	20'	10'	
1B	11	I	Alexander Street	20'	5'	20'	10'	
1B	12	I	Alexander Street	20'	5'	20'	10'	
1B	13	I	Alexander Street	20'	5'	20'	10'	
1B	14	I	Alexander Street	20'	5'	20'	10'	
1B	15	I	Alexander Street	20'	5'	20'	10'	
1B	16	I	Clifden Drive	20'	5'	20'	10'	4
1B	17	I	Clifden Drive	20'	5'	20'	20'	1,2
1B	18	I	Stafford Avenue	20'	5'	20'	20'	1,2
1B	19	I	Stafford Avenue	20'	5'	20'	10'	3
1B	20	I	Alexander Street	20'	5'	20'	5'	
1B	21	I	Alexander Street	20'	5'	20'	5'	
1B	22	I	Alexander Street	20'	5'	20'	5'	
1B	23	I	Alexander Street	20'	5'	20'	5'	
1B	24	I	Alexander Street	20'	5'	20'	5'	
1B	25	I	Alexander Street	20'	5'	20'	5'	
1B	26	I	Alexander Street	20'	5'	20'	5'	
1B	27	I	Alexander Street	20'	5'	20'	5'	
1B	28	I	Alexander Street	20'	5'	20'	5'	
1B	29	I	Alexander Street	20'	5'	20'	5'	
1B	30	I	Alexander Street	20'	5'	20'	5'	
1B	31	I	Alexander Street	20'	5'	20'	5'	
1B	32	I	Alexander Street	20'	5'	20'	5'	
1B	33	I	Clifden Drive	20'	5'	20'	20'	1,2
1B	34	I	Clifden Drive	20'	5'	20'	10'	3
1A	35	I	Stafford Avenue	20'	5'	20'	20'	3
1A	36	I	Stafford Avenue	20'	5'	20'	20'	1,2
1A	37	I	W. Babcock Street	15'	5'	20'	5'	
1A	38	I	W. Babcock Street	15'	5'	20'	5'	
1A	39	I	W. Babcock Street	15'	5'	20'	5'	

Phase	Lot #	Lot Type	Fronting Street	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Rear Garage Setback	Notes
1A	40	I	W. Babcock Street	15'	5'	20'	5'	
1A	41	I	W. Babcock Street	15'	5'	20'	5'	
1A	42	I	W. Babcock Street	15'	5'	20'	5'	
1A	43	I	W. Babcock Street	15'	5'	20'	5'	
1A	44	I	W. Babcock Street	15'	5'	20'	5'	
1A	45	I	W. Babcock Street	15'	5'	20'	5'	
1A	46	I	W. Babcock Street	15'	5'	20'	5'	
1A	47	I	W. Babcock Street	15'	5'	20'	5'	
1A	48	I	W. Babcock Street	15'	5'	20'	5'	
1A	49	I	W. Babcock Street	15'	5'	20'	5'	
1A	50	I	Clifden Drive	20'	5'	20'	10'	3
1A	51	I	Clifden Drive	20'	5'	20'	20'	1,2
1A	52	I	Hanley Avenue	20'	5'	20'	20'	1,2
1A	53	I	Hanley Avenue	20'	5'	20'	10'	3
1A	54	II	W. Babcock Street	15'	5'	20'	5'	
1A	55	II	W. Babcock Street	15'	5'	20'	5'	
1B	56	I	Kimball Avenue	20'	5'	20'	10'	3
1B	57	I	Kimball Avenue	20'	5'	20'	20'	1,2
1B	58	I	Hanley Avenue	20'	5'	20'	10'	3
1B	59	I	Hanley Avenue	20'	5'	20'	20'	1,2
1B	60	II	Monroe Street	20'	5'	20'	5'	
1B	61	II	Monroe Street	20'	5'	20'	5'	
1B	62	I	Kimball Avenue	20'	5'	20'	20'	1,2
1B	63	I	Kimball Avenue	20'	5'	20'	5'	3
1B	64	I	Hanley Avenue	20'	5'	20'	20'	1,2
1B	65	I	Hanley Avenue	20'	5'	20'	10'	4
1B	66	II	Monroe Street	20'	5'	20'	10'	
1B	67	II	Monroe Street	20'	5'	20'	10'	
1B	68	II	Monroe Street	20'	5'	20'	10'	
1B	69	II	Monroe Street	20'	5'	20'	10'	
1B	70	I	Kimball Avenue	20'	5'	20'	10'	4
1B	71	I	Kimball Avenue	20'	5'	20'	20'	1,2
1B	72	II	Monroe Street	20'	5'	20'	5'	5
1B	73	II	W. Babcock Street	15'	5'	20'	5'	5

Phase 2A & 2B

Phase	Lot #	Lot Type	Fronting Street	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Rear Garage Setback	Notes
2A	1	I	Stafford Avenue	20'	5'	20'	10'	4
2A	2	I	Stafford Avenue	20'	5'	20'	20'	1,2
2A	3	I	Cascade Street	20'	5'	20'	10'	
2A	4	I	Cascade Street	20'	5'	20'	10'	
2A	5	I	Cascade Street	20'	5'	20'	10'	
2A	6	I	Cascade Street	20'	5'	20'	10'	
2A	7	I	Cascade Street	20'	5'	20'	10'	
2A	8	I	Cascade Street	20'	5'	20'	10'	
2A	9	I	Cascade Street	20'	5'	20'	10'	
2A	10	I	Cascade Street	20'	5'	20'	10'	
2A	11	I	Cascade Street	20'	5'	20'	10'	
2A	12	I	Clifden Drive	20'	5'	20'	10'	4
2A	13	I	Clifden Drive	20'	5'	20'	20'	
2A	14	I	Clifden Drive	20'	5'	20'	20'	
2A	15	I	Clifden Drive	20'	5'	20'	20'	1,2
2A	16	I	Stafford Avenue	20'	5'	20'	20'	1,2
2A	17	I	Stafford Avenue	20'	5'	20'	10'	4
2A	18	I	Cascade Street	20'	5'	20'	10'	
2A	19	I	Cascade Street	20'	5'	20'	10'	
2A	20	I	Cascade Street	20'	5'	20'	10'	
2A	21	I	Cascade Street	20'	5'	20'	10'	
2A	22	I	Cascade Street	20'	5'	20'	10'	
2A	23	I	Cascade Street	20'	5'	20'	10'	
2A	24	I	Cascade Street	20'	5'	20'	10'	
2A	25	I	Cascade Street	20'	5'	20'	10'	
2A	26	I	Clifden Drive	20'	5'	20'	20'	1,2
2A	27	I	Clifden Drive	20'	5'	20'	10'	4
2B	28	I	Hanley Avenue	20'	5'	20'	10'	4
2B	29	I	Hanley Avenue	20'	5'	20'	20'	1,2
2B	30	II	Cover Street	20'	5'	20'	10'	
2B	31	II	Cover Street	20'	5'	20'	10'	
2B	32	II	Cover Street	20'	5'	20'	10'	
2B	33	II	Cover Street	20'	5'	20'	10'	
2B	34	I	Kimball Avenue	20'	5'	20'	10'	4
2B	35	I	Kimball Avenue	20'	5'	20'	20'	1,2
2B	36	I	Hanley Avenue	20'	5'	20'	20'	1,2
2B	37	I	Hanley Avenue	20'	5'	20'	10'	4
2B	38	II	Cover Street	20'	5'	20'	10'	
2B	39A	II	Cover Street	20'	5'	20'	10'	6
2B	39B	II	Cover Street	20'	5'	20'	10'	6
2B	39C	II	Cover Street	20'	5'	20'	10'	6
2B	39D	II	Cover Street	20'	5'	20'	10'	6
2B	40A	II	Cover Street	20'	5'	20'	10'	6
2B	40B	II	Cover Street	20'	5'	20'	10'	6
2B	40C	II	Cover Street	20'	5'	20'	10'	6

Phase	Lot #	Lot Type	Fronting Street	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Rear Garage Setback	Notes
2B	40D	II	Cover Street	20'	5'	20'	10'	6
2B	41A	II	Cover Street	20'	5'	20'	10'	6
2B	41B	II	Cover Street	20'	5'	20'	10'	6
2B	41C	II	Cover Street	20'	5'	20'	10'	6
2B	41D	II	Cover Street	20'	5'	20'	10'	6
2B	42	I	Kimball Avenue	20'	5'	20'	20'	1,2
2B	43	I	Kimball Avenue	20'	5'	20'	10'	4
2B	44	I	Kimball Avenue	20'	5'	20'	5'	1,2
2B	44A	I	Kimball Avenue	20'	5'	20'	5'	
2B	45	II	Ferguson Avenue	15'	5'	20'	5'	1,2,5
2B	46	I	Kimball Avenue	20'	5'	20'	5'	
2B	46A	I	Kimball Avenue	20'	5'	20'	5'	
2B	47	II	Ferguson Avenue	15'	5'	20'	5'	5
2B	48	II	Ferguson Avenue	15'	5'	20'	5'	5
2B	49	I	Kimball Avenue	20'	5'	20'	5'	
2B	49A	I	Kimball Avenue	20'	5'	20'	5'	
2B	50	I	Kimball Avenue	20'	5'	20'	5'	
2B	50A	I	Kimball Avenue	20'	5'	20'	5'	1,2
2B	51	II	Ferguson Avenue	15'	5'	20'	5'	1,2,5

Phase 3

Phase	Lot #	Lot Type	Fronting Street	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Rear Garage Setback	Notes
3A	148	I	Brenden Street	15'	5'	20'	20'	1,2
3A	149	I	Brenden Street	15'	5'	20'	20'	
3A	150	I	Brenden Street	15'	5'	20'	20'	
3A	151	I	Brenden Street	15'	5'	20'	20'	
3A	152	I	Brenden Street	15'	5'	20'	20'	
3A	153	I	Brenden Street	15'	5'	20'	20'	
3A	154	I	Brenden Street	15'	5'	20'	20'	
3A	155	I	Brenden Street	15'	5'	20'	20'	8
3A	156	I	Brenden Street	15'	5'	20'	20'	8
3A	157	I	Brenden Street	15'	5'	20'	20'	8
3A	158	I	Brenden Street	15'	5'	20'	20'	8
3A	159	I	Brenden Street	15'	5'	20'	20'	8
3A	160	I	Brenden Street	15'	5'	20'	20'	
3A	161	I	Brenden Street	15'	5'	20'	20'	
3A	162	I	Hanley Avenue	15'	5'	20'	20'	1,2
3A	163	I	Brenden Street	15'	5'	20'	20'	8
3A	164	I	Brenden Street	15'	5'	20'	20'	8
3A	165	I	Brenden Street	15'	5'	20'	20'	8
3A	166	I	Brenden Street	15'	5'	20'	20'	8
3A	167	I	Brenden Street	15'	5'	20'	20'	8
3A	168	I	Brenden Street	15'	5'	20'	20'	8
3A	169	I	Brenden Street	15'	5'	20'	20'	8
3A	170	I	Brenden Street	15'	5'	20'	20'	8
3A	171	I	Brenden Street	15'	5'	20'	20'	8
3A	172	I	Brenden Street	15'	5'	20'	20'	1,2
3A	173	I	Benepe Street	15'	5'	20'	20'	1,2
3A	174	I	Benepe Street	15'	5'	20'	20'	8
3A	175	I	Benepe Street	15'	5'	20'	20'	8
3A	176	I	Benepe Street	15'	5'	20'	20'	8
3A	177	I	Benepe Street	15'	5'	20'	20'	8
3A	178	I	Benepe Street	15'	5'	20'	20'	8
3A	179	I	Benepe Street	15'	5'	20'	20'	8
3A	180	I	Benepe Street	15'	5'	20'	20'	8
3A	181	I	Benepe Street	15'	5'	20'	20'	8
3A	182	I	Benepe Street	15'	5'	20'	20'	8
3A	183	I	Hanley Avenue	15'	5'	20'	20'	1,2
3A	184	I	Hanley Avenue	15'	5'	20'	20'	
3A	185	I	Hanley Avenue	15'	5'	20'	20'	1,2
3A	186	I	Benepe Street	15'	5'	20'	20'	8
3A	187	I	Benepe Street	15'	5'	20'	20'	8
3A	188	I	Benepe Street	15'	5'	20'	20'	8
3A	189	I	Benepe Street	15'	5'	20'	20'	8
3A	190	I	Benepe Street	15'	5'	20'	20'	8
3A	191	I	Benepe Street	15'	5'	20'	20'	8
3A	192	I	Benepe Street	15'	5'	20'	20'	8

Phase	Lot #	Lot Type	Fronting Street	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Rear Garage Setback	Notes
3A	193	I	Benepe Street	15'	5'	20'	20'	8
3A	194	I	Benepe Street	15'	5'	20'	20'	1,2
3A	195	I	Cascade Street	15'	5'	20'	20'	1,2
3A	196	I	Cascade Street	15'	5'	20'	20'	8
3A	197	I	Cascade Street	15'	5'	20'	20'	8
3A	198	I	Cascade Street	15'	5'	20'	20'	8
3A	199	I	Cascade Street	15'	5'	20'	20'	8
3A	200	I	Cascade Street	15'	5'	20'	20'	8
3A	201	I	Cascade Street	15'	5'	20'	20'	8
3A	202	I	Cascade Street	15'	5'	20'	20'	8
3A	203	I	Cascade Street	15'	5'	20'	20'	8
3A	204	I	Hanley Avenue	15'	5'	20'	20'	1,2
3A	205	I	Hanley Avenue	15'	5'	20'	20'	
3A	206	II	Hanley Avenue	15'	5'	20'	10'	4
3A	207	II	Hanley Avenue	15'	5'	20'	20'	1,2
3A	208	II	Cascade Street	15'	5'	20'	10'	
3A	209	II	Cascade Street	15'	5'	20'	10'	
3A	210	II	Cascade Street	15'	5'	20'	10'	
3A	211	II	Cascade Street	15'	5'	20'	10'	
3A	212	II	Kimball Avenue	15'	5'	20'	20'	1,2
3A	213	II	Kimball Avenue	15'	5'	20'	10'	4
3A	214A	I	Kimball Avenue	15'	5'	20'	7.5'	1,2
3A	214B	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	214C	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	214D	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	215A	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	215B	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	215C	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	215D	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	216A	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	216B	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	216C	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	216D	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	217A	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	217B	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	217C	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	217D	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	218A	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	218B	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	218C	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	218D	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	219A	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	219B	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	219C	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	219D	I	Ferguson Avenue	15'	5'	20'	7.5'	1,2,5
3A	220	I	Kimball Avenue	15'	5'	20'	7.5'	
3A	221	I	Kimball Avenue	15'	5'	20'	7.5'	

Phase	Lot #	Lot Type	Fronting Street	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Rear Garage Setback	Notes
3A	222	I	Kimball Avenue	15'	5'	20'	7.5'	1,2
3A	223	I	Ferguson Avenue	15'	5'	20'	7.5'	1,2,5
3A	224	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3A	225	I	Ferguson Avenue	15'	5'	20'	7.5'	5
3B	1	II	Cottonwood Road	15'	5'	20'	7.5'	5
3B	2	II	Cottonwood Road	15'	5'	20'	7.5'	1,2,5
3B	3	I	Stafford Avenue	15'	5'	20'	7.5'	
3B	4	I	Stafford Avenue	15'	5'	20'	7.5'	8
3B	5	I	Stafford Avenue	15'	5'	20'	7.5'	8
3B	6	I	Stafford Avenue	15'	5'	20'	7.5'	8
3B	7	I	Stafford Avenue	15'	5'	20'	7.5'	1,2

Notes:

1. Façade and site design shall address both street frontages at corner side yard conditions.
2. Corner side yard present. Front yard setbacks and allowable porch encroachments apply.
3. Alley setback for garages on lot parallel to this alley is 5'.
4. Alley setback for garages on lot parallel to this alley is 10'.
5. Setback is 15' for structures fronting Ferguson, Durston, and Cottonwood common space.
6. Townhouse lot. No side yard setbacks for units attached on both sides. 5' side yard setback otherwise.
7. 10' side yard setback for garage adjacent to utility easement. House may encroach 5' into this setback.
8. Bozeman Unified Development Ordinance provisions for Restricted Sized Lots (RSL) apply.
9. Rear elevations facing Durston Road must have street fronting characteristics (integrated covered porches, window treatments, etc.)

General Notes:

- For reference only. Verify all setbacks with VWARC and City Planning Office.
- Rear yard setbacks apply to main structure only.
- Rear garage setbacks apply to detached garages and out-buildings built in rear yard.
- Where a utility box is present at the rear property corner, a 10' side yard setback is required for all garages and out-buildings on adjacent lots.
- See Article V, Section 1D, "Permitted Encroachments" for specific front yard encroachment requirements.
- Verify build-to line requirements in covenants.
- Verify all utility easements on filed plat.
- As subphases of Phase 3 and beyond are added, an additional supplementary page related to setbacks will be recorded.
- For homes with attached garages on corner lots, a 20' rear yard must be provided. Exception: If a full 20' rear yard cannot be provided, a 20' side yard or rear yard equivalent area must be provided (20' x lot width).

EXHIBIT "C"

FIGURE 1: EXTERIOR LIGHTING

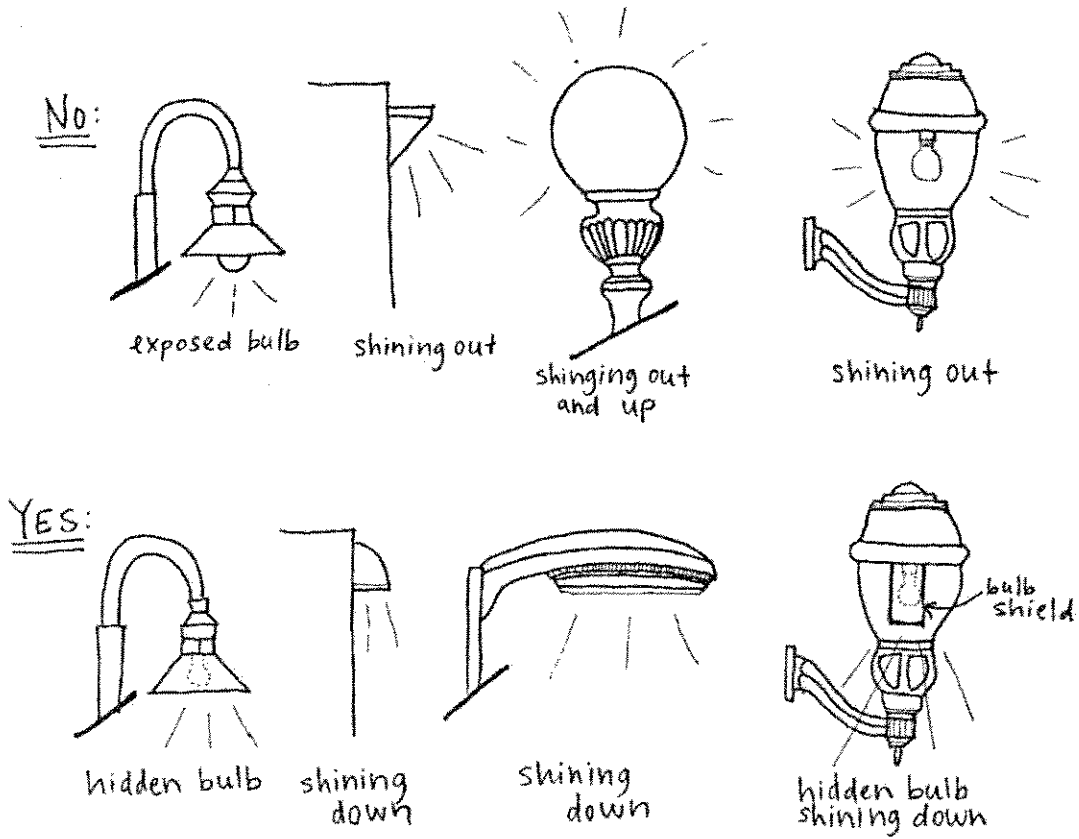


FIGURE 2: STREET VISION TRIANGLES

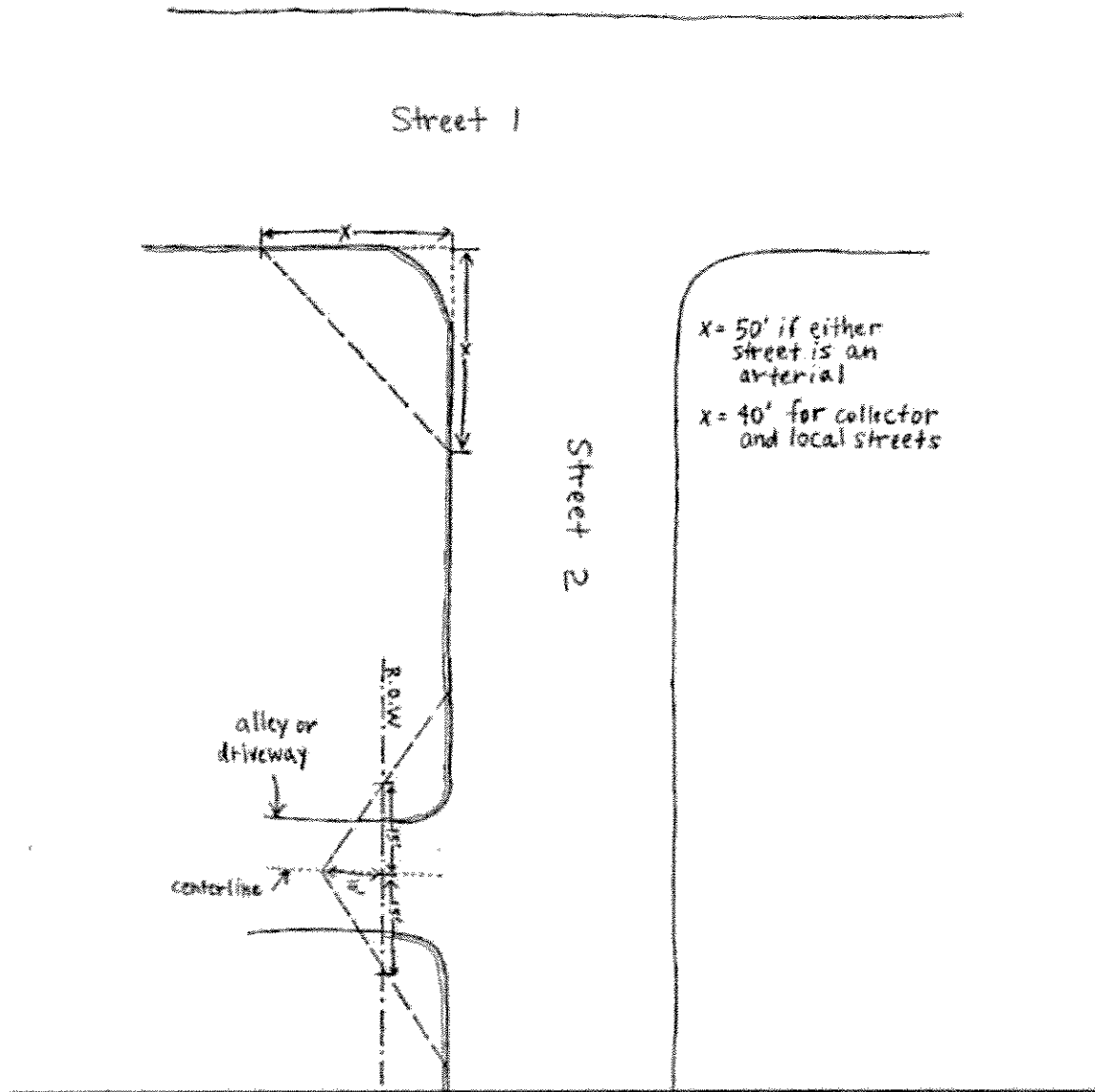
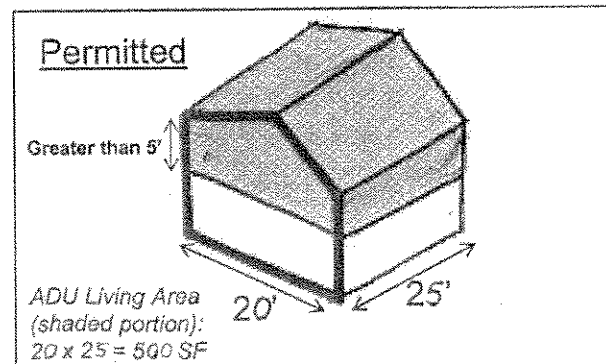
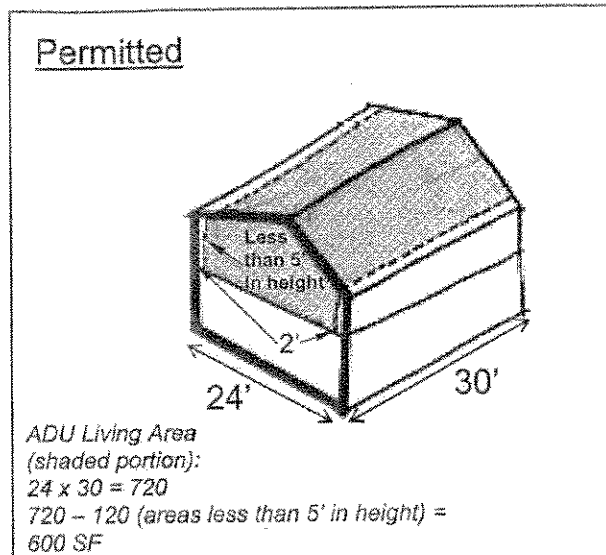
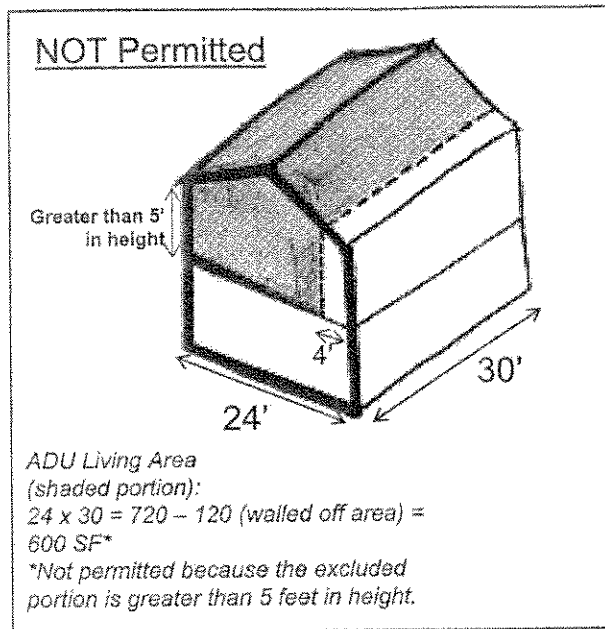


FIGURE 3: ACCESSORY DWELLING UNIT LIVING AREA CALCULATION



FINE SCHEDULE

For any Violation of the terms, conditions, restrictions and protections contained within the covenants, and upon written complaint signed by the author, the Association may impose fines as follows:

1. First offense: \$50.00
2. Second offense: \$500.00

Upon receipt of complaint and the finding of violation, the Association has the authority to assess fines. The Association shall notify the Owner upon receipt of a complaint of violation and allow a reasonable time for response by the Owner. The Association's agent may determine if a violation occurred. Upon determination of a violation, the Association shall notify the Owner of the violation, the fine and the date of payment for the fine and the ability of the Association to file a lien against the Owner's property without further notice.

Failure to pay the fine when due shall subject the Owner to interest on the unpaid portion of the fine at a rate of not less than 10% per annum. Said rate may be amended without an amendment of this Declaration.

In addition to the fine schedule set forth above, the Association or VWARC may assess fines of up to \$50,000.00 in addition to the terms outlined in Article VII, Section 3 against any Owner who constructs, remodels or modifies a structure without written approval from the VWARC.