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Eric Semerad - Gallatin County, MT MISC

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

THIS FIFTH AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS ("Covenants") is made this 24th day of June, 2021 ("Effective Date"), by The Lakes at Valley West, Bozeman, LLC, a Montana limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant's predecessors were the developers and owners 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, and referred to as "Valley West";

WHEREAS, pursuant to the Assignment of Rights and Responsibilities Valley West Subdivision recorded in the Office of the Clerk and Recorder for Gallatin County, Montana, on December 31, 2012 as Document No. 2436656 and on January 17, 2013 as Document No. 2437966, Valley West Holdings, LLC became the Declarant;

WHEREAS, pursuant to the Second Assignment of Rights and Responsibilities Valley West Subdivision recorded in the Office of the Clerk and Recorder for Gallatin County, Montana, on May 14, 2015 as Document No. 251137, The Lakes at Valley West, Bozeman, LLC became the Declarant;

WHEREAS, Declarant and/or Declarant's predecessors caused to be filed in the records of the Office of the Clerk and Recorder for Gallatin County, Montana, the 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, Second Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West on March 3, 2006 as Document No. 2220479, Third Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West on June 9, 2008 as Document No. 2302270, Amendment to Third Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West on February 4, 2009 as Document No. 2320406, Second Amendment to Third Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West on December 31, 2012 as Document No. 2436655 and on January 17, 2013 as Document Number 2437965, Fourth Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West on April 28, 2014 as Document No. 2479575, First Amendment to Fourth Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West on May 14, 2015 as Document No. 2511338, and Second Amendment to Fourth Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West on October 14, 2015 as Document No. 2527604 (collectively, the "Original Covenants"), records of Gallatin . Declarant 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 set forth in the Original Covenants, as amended, except as the Original Covenants are amended herein. For the sake of convenience, the Fifth Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West ("Covenants") includes not only the amendments, but also a restatement of those portions of the Fourth Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West which are unchanged. It is the intention of the Declarant that this document shall be interpreted in such a way so that no previous act or transaction taken under the Original Covenants shall be invalidated, voided, or questioned, nor shall these Covenants affect the applicability of any rule, regulation, or resolution already filed with in the Office of the Clerk and Recorder for Gallatin County, Montana.

NOW, THEREFORE, pursuant to the provisions of Article XI, Declarant does hereby amend and restate the protective covenants, conditions, restrictions, and reservations. The purpose of such protective covenants, conditions, restrictions, and reservations is to maintain a uniform and stable value, character, architectural design, use, and development of Valley West. These Covenants shall apply to all of Valley West, and all improvements placed or erected thereon, unless otherwise specifically excluded herein. The protective

covenants, conditions, restrictions, and reservations 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 by the Board of Directors 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 by 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.

Section 3. The term "Owner" or "Lot Owner" shall mean any person owning a fee simple interest in a Lot or any portion of any Lot, or a contract purchaser, regardless of how such ownership was obtained (i.e., by purchase, transfer, foreclosure, tax deed, will, gift, etc.), but excluding those having a mortgage or an interest merely as security for the performance of an obligation.

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 term "Valley West," "Valley West Subdivision," or "Subdivision" shall mean all of the real property described in Exhibit "A" 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 "Director(s)" shall mean a Director(s) on the Board of the Association.

Section 7. The term "Declarant" shall hereinafter mean and refer to The Lakes at Valley West, Bozeman, LLC, or any successor or assign who obtains an Assignment of Rights and Responsibilities from the Declarant or its successors or 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 passive, 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 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 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.

Section 15. The term "person" shall include any person, persons, business, trust, or other entity.

Section 16. "The Lakes Subdivision" or "The Lakes at Valley West" means and refers to all of the property described in the Final Plats of The Lakes at Valley West for all phases of The Lakes Subdivision, specifically plat reference J-572, J-598, J-624, J-645, J-665, and J-673, as may be amended from time to time, records of Gallatin County, Montana.

Notwithstanding anything contained herein to the contrary, members and Owners who own Lots within The Lakes Subdivision shall not be required to comply with Article IV (Architectural Regulations), Article V (Site Design), Article VI (Landscape Design), Article VII (Design Review Process), and Article VIII (Valley West Architectural Review Committee). Instead, all members and Owners who own Lots within The Lakes Subdivision shall be bound by and adhere to The Lakes at Valley West Design Manual (as amended from time to

time) referred to in the Declaration of Protective Covenants, Conditions, and Restrictions for The Lakes at Valley West, and shall be subject to the authority of The Lakes at Valley West Design Review Panel.

In addition to any enforcement powers given to The Lakes at Valley West Board of Directors and/or The Lakes at Valley West Design Review Panel, all Members and Owners of Lots within the Valley West Subdivision shall continue to be subject to Article X, Section 2, for any violation of the Covenants (as amended from time to time), and shall also be subject to Article X, Section 2 for any violation of The Lakes at Valley West Design Manual.

Section 17. Notwithstanding anything stated herein to the contrary, "Lot" means each parcel of property within the Valley West Subdivision that is capable of being owned in fee simple by an Owner, including without limitation each single family residential lot, each unit within a duplex, each unit within a condominium building or buildings, and each commercial lot. The term "Lot" does not include Accessory Dwelling Units.

ARTICLE II

VALLEY WEST HOMEOWNERS' ASSOCIATION

Section 1. **Date of Association.** The Association was established on or about June 13, 2002.

Section 2. **Association's Address.** The Association's address is 716 S. 20th Ave., Ste. 102; Bozeman, MT 59718. The address of the Association may be changed by the Board upon notice to the Owners.

Section 3. **Membership in Association.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separate from the ownership of any Lot. Upon acquiring an interest in a Lot, each Owner shall advise the Association of their acquisition of a Lot, their mailing address, their email address, and of any change in ownership or mailing or email address.

Section 4. **Determination of Membership.** For the purpose of determining membership at any meeting, a person shall be deemed to be a member upon the recording of a duly executed deed, Notice of Purchaser's Interest, or Abstract of Contract for Deed to that person. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership.

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Foreclosure of a mortgage, trust indenture, or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage holder, 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 5. Annual and Special Meetings of Association. The annual meeting of the Association shall occur on the 3rd Friday of June 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 if (i) it is upon the written request of 25% of the members entitled to vote, (ii) the written request is presented to the President or Secretary of the Board, and (iii) it specifies the purpose for which such special meeting is being requested. If these conditions are met, notice of special meeting shall be sent within 10 days.

Notice of annual and special meetings shall be delivered to the Owners. For the annual meeting, such notice shall be delivered at least 10 days before the meeting, and shall specify the date, time, and place of the meeting. For special meetings, such notice shall be delivered at least 5 days before the meeting, and shall specify the date, time, place, and purpose of the meeting.

At the annual meeting, the members shall (i) review and, if the assessments are raised over 15%, shall approve, amend, or reject a budget for the next year; (ii) elect Directors to fill any expired term, and (iii) conduct such other business as is reasonable or necessary to carry out the purpose of the Association.

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

Section 6. Quorum for Association Meetings. Except as otherwise set forth in these Covenants, at the beginning of either an annual or special meeting, the presence of 10% 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 may be re-convened, at which time the presence at the beginning of the meeting of 5% of the members entitled to vote, in person or by written proxy, shall constitute a quorum.

Once a quorum is established, except as otherwise stated in these Covenants, 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 7. Voting. On any matter to be decided by the members of the Association, each Lot whose vote has not been suspended 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 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 8. Board of Directors. The Board of Directors shall consist of three Directors.

Until all of the Lots described in Exhibit "D" have been sold or transferred to an Owner other than the Declarant or Declarant's predecessor for the purpose of constructing a residence (or residences depending upon the Lot, the Declarant shall have the right to appoint persons to sit on the Board of Directors. The persons appointed by the Declarant shall not be required to be Lot Owners or members of the Association. At the first annual meeting of the Board of Directors following the sale or transfer of all of the Lots described in Exhibit "D", the Declarant shall appoint one Director for a one-year term, one Director for a two-year term, and one Director for a three-year term, so that the term of at least one-third of the Directors expires annually, who shall then be Directors until such Director's term expires, after which time Director positions shall be elected as set forth in the next paragraph.

After the Declarant appoints the Directors at the first annual meeting of the Board of Directors following the sale or transfer of all of the Lots described in Exhibit "D," the Association shall elect Directors to director positions at the expiration of each Director's term. The persons elected are required to (i) be Lot Owners or member of the Association, or an officer, director, member, manager, representative, or trustee of an entity or trust that is the Lot Owner; and (ii) be entitled to vote. The Board of Directors may enact a rule and regulation establishing a process to accept nominations for directors either before or at the annual meeting of the Association and requiring interested persons to provide information to assist the members in making an informed decision regarding who to elect as a director. For each expired director position, the person receiving the highest number of votes cast in person or by proxy at an annual meeting shall be elected as the next director. A person may be a director for consecutive terms. Any vacancy in the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining

Directors until the expiration of the director's term. Each Director shall serve until the election of the Director's successor.

Section 9. Annual, Special, and Other Meetings of the Board. The annual meeting of the Board 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.

Directors may establish times to hold regular meetings to carry on the duties and responsibilities of the Association. The Board may take any action at such meetings that are consistent with the Covenants, Bylaws, rules and regulations, and resolutions.

Upon 2 days' notice via telephone, mail, or email, any Director may also call a special meeting of the Board at any time and for any reason. At any such meeting, the Board may take any action consistent with the Covenants, Bylaws, rules and regulations, and resolutions. Any Director who attends a special meeting waives any deficiency in the notice of such special meeting unless the Director objects to the meeting at the start of the meeting.

Section 10. Quorum for Board Meetings. At any meeting of the Board, 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 conference telephone call or similar remote communication, provided all persons participating in the meeting can hear each other at the same time, and participation in this manner constitutes presence in person at the meeting.

Directors may also take action without a meeting, but in such instances the Directors may only act by unanimous vote, and any such action shall be noted in the Association's records.

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Section 11. Board Powers and Authority. The Board shall have the power and authority to act on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association. Such action includes, but is not limited to, the following:

- To sue and be sued, complain, and defend in the Association's name;
- To purchase, receive, lease, or otherwise acquire and own, hold, improve, use, and otherwise deal with real or personal property or any legal or equitable interest in property;
- To lease, exchange, and otherwise dispose of all or any part of the Association's property;
- To make contracts and guaranties;
- To incur liabilities;
- To establish a reserve fund;
- To impose assessments, transfer fees, penalties, fines, interest, attorneys' fees, and costs upon its members and upon the property within the Subdivision;
- To collect assessments, transfer fees, penalties, fines, interest, attorneys' fees, and costs authorized by these Covenants, the Bylaws, the rules and regulations, resolutions, or the law;
- To file and foreclose liens;
- To care for, protect, and maintain the easements, parkways, boundary fences, drainage easements, and open spaces;
- To enforce these Covenants;
- 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;
- The Board may allow the formation of committees to assist the Board in carrying out its powers and authority, and of special improvement districts, either public or private, for such improvements as the Association shall approve;
- To grant easements on the Association's property for any purpose; and
- To do all things necessary or convenient which may serve the interests of the Association or Subdivision.

Section 12. Officer Duties. The duties of each of the offices shall be as follows:

A. **President.** The President shall preside over all meetings of the Association and the Board. He or she shall call the membership or Board together whenever required or necessary. The President shall be authorized to sign on behalf of the Association all contracts, records, documents, and instruments when such are authorized to be signed by the Association or Board.

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.

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 the Board and shall keep a record of the proceedings of the meetings of the Association or Board. 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 Board.

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. The Treasurer shall prepare and report such periodic accountings as shall be required by the Association.

Section 13. Vacancies. A vacancy in any office of the Association shall be filled by the Board until the next annual Board meeting.

Section 14. Removal of Directors. Directors may be removed with or without cause at a any meeting of the Association if (i) the notice of the meeting states that removal of a director is a purpose of the meeting, (ii) a quorum is present at the meeting, and (iii) the Association receives the affirmative vote of at least 75% of those persons present at the meeting in person or by proxy.

Section 15. Compensation of Directors. The Directors on the Board of Directors may be compensated for their time as Directors in a reasonable amount, if the members approve of such compensation at any meeting of the Association. If compensation is approved, such compensation shall continue in effect for each year thereafter until such time as the members vote to increase, decrease, or remove the compensation. Increases in compensation may be effective immediately, but decreases or elimination of compensation shall not take effect until the next annual meeting of the Association.

Section 16. Indemnification of Directors. 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.

Section 17. **Additional Powers and Authority.** In addition to any other power or authority expressed in these Covenants, the Association, through the Board, or any Owner may enforce these Covenants, the rules and regulations, and/or the resolutions.

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; and
- (2) Special assessments.

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.

Section 2. **Purpose of Annual Assessments.** Assessments shall be used to promote the recreation, health, safety, convenience, and welfare of the Owners; for the improvement, repair, operation, and maintenance of the Open Space Management Plan, open spaces, active parks, Owners' parks, easements, other common areas, community and park street lights; to assist the Board in carrying out its powers and authorities; for any other purpose, expressed or implied, in these Covenants; or for any other purpose deemed reasonable or necessary by the Board.

Section 3. **Amount and Approval of Annual 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, including an amount for reserves. The amount of the annual assessments shall be fixed by the Board in the following manner:

At each annual meeting of the members, the Board shall present to the members a proposed budget of the estimated expenses for the Association for the coming year. The Board 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, amend, or reject the proposed budget.

Section 4. **Special Assessments.** In addition to the annual assessments authorized above, special assessments may also be levied for the following purposes:

(1) To defray, in whole or in part, the cost of any construction, reconstruction, or other capital improvement in the Subdivision, 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.

(2) For normal maintenance, repairs, or any other non-emergency purpose, provided that any such assessment shall have the approval of a majority of those persons present in person or by proxy, at a meeting duly called for that purpose.

(3) For emergencies, as determined by the Board in the Board's sole discretion, provided that any such assessment shall have the unanimous approval of the Directors. An "emergency" may include snow removal above and beyond what the Association has budgeted for snow removal in a given year.

Section 5. **Uniform Rate of Assessment.** Annual assessments shall be fixed by the Board at a uniform rate for each Lot, except the Board may fix a different uniform rate for improved and unimproved Lots or for commercial 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.

Special assessments shall be fixed at the same rate for each Lot affected by the special assessments.

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

Except as herein provided, the annual and special assessments may be due monthly, quarterly, or annually, on a date(s) determined by the Board.

Special assessments, except for emergency assessments, shall not be due for at least 60 days after the special assessment is approved. Emergency assessments may be due within a shorter period of time.

Notice of the annual, special, and emergency assessments shall be delivered to every member subject thereto.

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

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Fines may also be imposed for the failure to pay assessments and/or interest. Said interest and fines shall become part of the assessment amount owed until all such amounts are fully paid.

The annual and special assessments, together with interest, fines, attorney's fees, paralegal fees, fees to determine fees, and all other court costs and expenses of the Association incurred to collect assessments, shall be a lien on the Lot at the time the assessment becomes due, and shall be a continuing lien upon the Lot against which each such assessment is made until all amounts are fully paid. The Association may record a notice of the lien with the Office of the Clerk and Recorder, Gallatin County, Montana.

Each assessment, together with the interest, fines, attorney's fees, paralegal fees, fees to determine fees, and any other court costs and expenses incurred by the Association to collect assessments, shall also be the personal obligation of the Owner of such Lot at the time the assessment first became due.

Each assessment, together with the interest, fines, attorney's fees, paralegal fees, fees to determine fees, and any other court costs and expenses incurred to collect assessments, that remain unpaid at the time a Lot is purchased by or transferred to a successive Owner shall also be the personal obligation of any successive Owner, regardless of the fact that the amount first became due while the Lot was owned by a prior owner. Every successive Owner has a duty to contact the Association's Board of Directors or property management company, if any, before taking title to a Lot to learn if there are any unpaid assessments, fines, interest, attorneys' fees, paralegal fees, fees to determine fees, or any other court costs or expenses outstanding on the Lot or against a prior owner.

In addition to any other remedy provided by these Covenants or at law or in equity, the Association may (1) file an action against the Owner and/or any subsequent Owner in order to collect the full amount due to the Association; and/or (2) file an action to foreclose the lien against the Lot in the manner set forth under Montana law for the foreclosure of liens against real property.

If the Association takes any action (filing a lien, preparing a letter, hiring an attorney, filing any type of lawsuit, etc.) to collect any amount due under these Covenants, the Association is entitled to collect any and all assessments, interest, fines, attorneys' fees, paralegal fees, fees to determine the amount of

fees, and any other court costs and expenses incurred in collecting the amount owed.

In addition, upon non-payment of assessments and while any fines, interest, attorneys' fees, paralegal fees, fees to determine fees, or any other court costs and expenses remain outstanding on the Lot or against an Owner or successive Owner, the Association shall also have the right to suspend the voting rights of any Owner or subsequent Owner until all such amounts are fully paid.

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

Section 8. **Sale or Transfer of a Lot.**

Unless otherwise provided by law, the sale, transfer, or encumbrance of any Lot shall not affect the Association's lien if the lien is recorded in the Office of the Clerk and Recorder for Gallatin County, Montana. The sale, transfer, or encumbrance of any Lot shall not affect the personal liability of the Owner and/or successive Owner. Any person or entity acquiring a Lot within the Association or Subdivision, regardless of how the Lot was acquired, has a duty to contact the Board of Directors or the Association's property manager, if any, to learn if there are any outstanding assessments, interest, fines, attorneys' fees, paralegal fees, fees to determine the amount of fees, and any other court costs and expenses against said Lot or a prior owner before taking title to said Lot.

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 Subdivision for the use, value, and enjoyment of all Owners in Valley West.

It is the responsibility of each 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 Code, National Plumbing Code, and National Electrical Code, in addition to these Covenants.

Section 2. **Introduction.**

Diversity of architectural design is encouraged within Valley West. 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 Site Design and Landscape Design 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.

The Valley West Architectural Review Committee ("VWARC") has broad discretion in interpreting and implementing the architectural regulations in order to protect the use, value, and enjoyment of the property within the Subdivision and Association. Exceptions to the Architectural Regulations may be granted on the basis of architectural merit, as determined in the VWARC's sole discretion.

The following forms may be required by the VWARC and may be located in " E":

- Form 1: Acknowledgment Form,
- Form 2: Sketch Design Review Application,
- Form 3: Construction Design Review Application,
- Form 4: Application for Change, and
- Form 5: Application for Inspection.

Prior to beginning the design process, it is recommended that Lot Owners and their designers contact the VWARC. Any Owner may, at such Owner's option, request a meeting with the VWARC to discuss preliminary plans for a particular Lot prior to submitting Form 2 (Sketch Design Review Application). Owners may be charged an hourly fee for architectural time if the Design Review Process, including the review of any or all forms or responding to questions, exceeds 4 hours.

Owners must sign and return Form 1: Acknowledgement Form to the VWARC at the time Form 2: Sketch Design Review Application is submitted. The Lot Owner shall take all necessary steps to ensure that its general contractors, subcontractors, agents, suppliers, and others involved in the development of the Lot know, understand, and agree to abide by these requirements.

Every building shall have at least one of each of the following three basic components and shall meet 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 Element.

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, stucco, or other material as approved in advance 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.

Window placement must be justified and arranged within the composition of the overall design scheme.

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 extending from the Base Element to a Roof Element.

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, vinyl, or fiberglass.

Windows must be at least 15% of the wall area, and may not exceed 50% of the wall area, measured on each elevation. Elevation calculations shall include exterior trim. Doors (person or garage) may count toward this percentage if such doors are determined by the VWARC to enhance the overall elevation. Glass shall be clear and free of color. Mirrored glass shall not be used.

Buildings shall have all openings trimmed in wood, wood composite, cementitious composite bands, or other material as approved in advance by the VWARC, of minimum 4" nominal width.

Bay window projections shall 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 can be an important indicator of project and neighborhood quality. Front doors shall be made of wood or wood composite. Complimenting wood storm/screen doors are encouraged. Other materials may be approved in advance by the VWARC.

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

Garage doors are encouraged to be oriented to the adjacent alley or side street whenever possible. Garage doors shall be built of wood, metal, or fiberglass. Detailing (including glazing) is required for any garage doors that face a street.

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Section 5. **Roof Element.**

A. General:

Pitched roofs shall be clad with treated wood shakes or shingles, natural or synthetic slate, asphalt shingles, pre-finished metal roofing, or 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 12:12. Steeper roofs and slope variation are permitted when complimentary to the overall design and approved by the VWARC.

"Integrated roof planes" is defined as surfaces (planes) that intersect exterior walls at mid-stories and 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 integrated with the design.

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

Fascia continuous length dimensions shall not exceed 30' for single family detached garages. Fascia continuous length dimensions shall not exceed 40' for single family and duplex structures except that a maximum of one non-street or park fronting facade may exceed 40'. Fascia continuous length dimensions shall not exceed 100' for multi-family structures.

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

Skylights and solar panels shall be applied parallel and flat to the roof.

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

B. Dormers:

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 including appropriateness to the overall design.

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

Two-piece fascia are required except where gutters are provided. Fascia detail must have a minimum dimension of 8" nominal unless otherwise approved for design merit. Metal or vinyl fascia material is not permitted. As an alternative, exposed rafter tails are strongly encouraged if appropriate to the design.

Metal or vinyl soffits are not permitted on buildings built on Type I Lots but may be considered 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, stucco, or other material approved in advance by the VWARC.

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.

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.

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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 in advance by the VWARC, 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, stone, or other material approved in advance by the VWARC. Siding shall be painted or stained; prefinished siding 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 complimentary to the overall design of the building as well as to the development in Valley West. Garish colors are not permitted. 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, unless it is an attached dwelling unit such as a duplex or multi-family unit.

Exterior wood shall be painted or stained, except for wood front doors and reclaimed lumber.

Lap siding shall run horizontally. Maximum lap siding exposure is 5". Combinations of multiple lap exposures (including those wider than 5") will be considered based on design merit.

Brick surfaces shall be set predominantly in a horizontal 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 of the building.

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Section 8. **Porches.**

Front porches are required on all residential structures. Minimum porch depth is 6'.

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.

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.

Wood exterior stairs must be painted, stained, or trimmed to match the rest of the building.

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 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 not exceed 12" or be screened with wood lattice with a maximum of 1-1/2" space between strips. Said lattice shall be applied between and not

concealing deck supports. Other compatible materials are acceptable based on design merit.

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 outdoor lighting fixtures shall be shielded in such a manner that no light is emitted above a horizontal plane passing through the lowest point of the light emitting element, so that direct light emitted above the horizontal plane is eliminated. Mercury vapor and high-pressure sodium lights are prohibited.

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

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

Builder or Owner shall hardwire at least one light fixture on garages that abut alleyways. Such fixtures shall contain a photoelectric cell. 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.

Recessed or can lighting is encouraged for porches and main entrances for softer lighting effects.

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

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

D. Street Lighting:

The Association will light street and significant pedestrian intersections with Kim Lighting "Archetype" outdoor cutoff luminaires. Special Improvement Lighting Districts may 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. Fences, Walls, and Hedges.

Fence design and location must be approved in advance by the VWARC. Fences and gates shall generally be made of wood, except that split rail and pole are not allowed. Other complimentary fencing materials, including but not limited to ornamental metal fences and siding fences, will be considered. 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 6'-0". The top 1'-0" of the fence must be constructed of open infill such as lattice. Maximum height for fences in corner side yards or for any yards adjacent to dedicated parks shall be 4'-0". No fences are allowed in required vehicle vision triangles. No fences are allowed in front yards unless approved in advance by the VWARC.

Architectural screens used to frame outdoor living spaces in rear and side yards are exempt from the height restrictions above but are subject to City of Bozeman requirements and must meet required setbacks.

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, treated wood, or poured-in-place concrete with a surface texture approved by the VWARC. Railroad ties are not permitted. 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.

Fences shall not terminate within 3' of the front wall plane. This requirement does not apply if a front porch is located between the front wall plane and the street. Exceptions will be considered based on design merit.

All fences and fence components 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 advance VWARC approval for materials and configuration.

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

Section 12. 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 and Duplex Lots.

All building plans shall be submitted to the VWARC to confirm compliance with the architectural regulations. Variances may be granted for unusual or extraordinary circumstances, in the VWARC's sole discretion.

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

Not more than 40% of the Lot shall be occupied by the principal and accessory structures. 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 frontages or an alley/street corner condition. Townhome lot sizes are subject to the Bozeman Unified Development Code.

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 & Accessory Dwelling Units over Garages:

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

Accessory Dwelling Units (ADUs) are permitted only over a detached garage and must receive advance approval from VWARC before being submitted for a 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; and
5. ADUs / auxiliary apartments are not allowed on restricted size Lots.

Home occupations in outbuildings must receive advance approval from the 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 uses.

Detached Garages (that encroach into the 20' rear yard setback) and ADU Area Limitations		
Type Of Accessory Structure	Maximum Footprint	Maximum Living Area
One-Story Garage	720 Square Feet	n/c
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)

Two Story Garage with Bonus Room or ADU	500 square foot footprint	500 square foot "living area" (portion of rooms with height greater than 5 feet)
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*Note that detached garages located outside of the 20' rear yard setback and attached garages are not subject to the maximum footprints but ADUs are subject to maximum living areas.

The term "half-story" shall mean a building level above the eave line, which receives light through dormers. ADUs 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.

In no case shall ADUs 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. *Duplexes:*

While duplexes (two attached dwelling units) are allowed on Lots that meet the City's Unified Development Code requirements for lot width and area, certain Lots specifically identified in Exhibit "B" have additional restrictions limiting the size of one of the units to 720 square feet.

D. *Building Placement:*

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

The front facade 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.

Facade 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.

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 40-50 feet back along each curb from the corner depending on the City street classification.

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" (defined as 20' x lot width) must be provided.

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 ("Block" is as defined in the Bozeman Unified Development Code) 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.

Detached garages shall be setback a minimum of 15' from the rear property line adjacent to an alley. If the area between the garage and the alley is used to satisfy "required" parking, standard parking space dimensions and back up maneuverability provisions apply.

Attached garages are subject to standard building setbacks identified in the Uniform Development Code.

Attached garages on corner Lots shall be clearly subordinate to the dwelling and are encouraged to be accessed from the side street. 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 facade of the dwelling.

2. The facade with the garage vehicle(s) entrance is recessed at least two feet beyond the facade of the dwelling.

E. Permitted Encroachments:

Front porches, steps, balconies, stoops, open porches, and covered walkways may encroach up to 5 feet into a 20' front yard setback.

Such elements 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 facade or 12 feet, whichever is greater. The remaining portion may be occupied by an integrated facade 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.

F. Parking:

Street-accessed and alley-accessed driveways shall be of concrete, or built of brick or concrete pavers approved in advance by the VWARC. Alley-accessed driveways may also be paved with asphalt, when approved, as an extension of the paved alley.

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

The maximum parking width allowed for exterior parking is 24'. Lots with a third parking stall must have a parking apron for that unit separated from the main driveway by a planting strip 3 feet minimum in width.

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.

G. 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 building plans shall be submitted to the VWARC to confirm compliance with the architectural regulations. Variances may be granted for unusual or extraordinary circumstances, in the VWARC's sole discretion. All multiple household projects that meet or exceed the thresholds established in the Bozeman Unified Development Code 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. 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 in advance 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, shed, 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.

Detached garages shall be setback a minimum of 15' from the rear property line adjacent to an alley. If the area between the garage and the alley is used to satisfy "required" parking, standard parking space dimensions and back up maneuverability provisions apply.

Attached garages are subject to standard building setbacks identified in the UDC.

Street accessed garages must be located a minimum of 20 feet back from the front property line, at the primary street facade. See additional garage door requirements under Section 4.

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 40-50 feet back along each curb from the corner depending on the City street classification.

D. Permitted Encroachments:

Front porches, steps, balconies, stoops, open porches, and covered walkways may encroach 5 feet into a 20' front yard set back

Such elements 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 facade or 12 feet, whichever is greater. The remaining portion may be occupied by an integrated facade 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.

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F. Building Height:

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 architectural regulations. Variances may be granted for unusual or extraordinary circumstances, in the VWARC's sole discretion.

A. Building Use:

Permitted conditional and accessory uses are specified in the Bozeman Unified Development Code.

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 facade 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 40-50 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 – Wing Lake Neighborhood Commercial Lots.

All building plans shall be submitted to the VWARC to confirm compliance with the architectural regulations. Variances may be granted for unusual or extraordinary circumstances, in the VWARC's sole discretion.

A. Building Use:

Permitted uses are specified in the Bozeman Unified Development Code.

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 may be granted 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

Section 1. Definitions.

"Front Yard:" The areas from the front of the structure to the front property 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.

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Section 2. **Type I. Landscape Requirements.**

Each Owner shall meet minimum landscape specifications consistent with the overall plan. This includes, but is not limited to: street trees, large canopy trees in specified yards, shrubs, mixed planting beds, turf lawns, and in-ground irrigation systems.

Each Lot is required to have, at a minimum, 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. Variances may be granted based on design merit and individual Lot conditions.

If a utility easement or other site specific condition prevents a tree from being planted in the locations described above, the required tree may be located into another yard.

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

Lot Owners shall be responsible for landscaping the adjacent boulevard area (non-boulevard trail frontage) at the time of occupancy, and for all maintenance thereafter. Minimum 2" diameter caliper trees shall be planted to follow City of Bozeman requirements for species and spacing. Note that the required boulevard tree is in addition to the two required yard trees.

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 before 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.

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

Drought tolerant landscape plans may be approved based on design merit.

The Owner is encouraged to plant native species (shrubs and trees). It is the responsibility of the 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. Type II, III, and IV. Landscape Requirements.

As minimum requirements, Lots are subject to City of Bozeman landscape requirements.

All Lots 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).

Drought tolerant landscape plans may be approved based on design merit.

Lot Owners shall be responsible for landscaping the adjacent boulevard area (non-boulevard trail frontage) at the time of occupancy, and for all 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 before planting.

Section 4. Weed Control.

The Owner of each Lot, whether vacant or improved, shall control the weeds and all noxious plants on the Owner's Lot; provided, however, that the Owner shall not use spray or killing materials in such a way as to be harmful to humans or animals or to the other Owners' vegetation.

Weeds shall not be taller than 12" after the 4th of July of each year.

If an Owner fails to control the growth or height of weeds and noxious plants, in addition to any other remedy allowed under these Covenants or at law, the Association, after notice to an Owner to control the same, may cause the weeds or noxious plants to be controlled, and may assess the Owner for any related costs thereof.

ARTICLE VII
DESIGN REVIEW PROCESS

Section 1. Submission of Plans Before Construction.

No building, residence, fence, wall, garage, outbuilding, or other structure shall be made, erected, altered, or permitted to remain upon any Lot until all of the following have occurred:

1. Written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use, and location of the same have been submitted and approved, in writing, by a majority of the VWARC;
2. Where applicable, the City of Bozeman has reviewed and permitted the structure; and
3. All applicable fees have been paid.

All plans submitted to the City of Bozeman Building Division must have the VWARC stamp of approval.

Section 2. General Requirements.

For each design review required under these Covenants, an Owner shall submit **two** copies of the required documents to the following:

Deliver or mail to:

Valley West Architectural Review Committee ("VWARC")
c/o Intrinsik Architecture, Inc.
111 N. Tracy
Bozeman, Montana 59715

or such other address as determined by the Board of Directors. Submittals must be labeled with "Valley West Architectural Review Committee" and must identify the specific project title and address.

Checks should be made payable to the "Valley West Architectural Review Committee."

After receiving all of the required documents, information, and payments, the VWARC will review the documents and will notify the Owner as soon as possible as to whether the submittal have been approved, approved with stipulations, or disapproved. Incomplete submittals may be returned and are subject to a re-submittal fee.

The reasons for an approval with stipulations or a disapproval will be clarified for the Owner in writing and/or with drawings. No submittal is deemed approved by the mere passage of time.

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

All variance requests 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 a submittal has been denied, or the approval is subject to stipulations that the Owner feels are unacceptable, the Owner may request a hearing before the VWARC to justify the Owner's 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 has not commenced within one year after approval, new approval must be obtained. If any structure is commenced and is not timely completed or is not completed in accordance with the plans and specifications that were approved, in addition to any other remedy allowed under these Covenants or at law or equity, the Board, at its discretion, may take such action as may be necessary, in its judgment, to improve the appearance so as to make the Lot harmonious with other Lots and to comply with these Covenants, including completing the exterior, removing the uncompleted structure, or other similar operation. Any costs incurred by the Association in so doing shall be a lien on the Lot and the personal obligation of the Owner and/or successive Owner, and may be enforced in the same manner as set forth in Article III, § 7. The Board may also take any other such action as is available by law or equity, including obtaining an injunction, or damages, or both.

Section 4. **Inspection Procedure.**

One inspection is required to ensure that construction proceeds in compliance with these Covenants and the approved submittal. The Owner shall be responsible for requesting the inspection by submitting an Application for Inspection (Form 5 in Exhibit "E"). The required inspection fee is built into the Construction Design Review Application (Form 3 in Exhibit "E").

The inspection shall only determine compliance with these Covenants and the approved submittal. If the VWARC finds the improvements were not completed in strict compliance with these Covenants and the approved submittal, the VWARC shall notify the Owner of the noncompliance within thirty (30) days of the inspection and may require that the noncompliance be remedied. The Owner shall have a reasonable time, as determined by the VWARC, to remedy the noncompliance.

If the noncompliance is not remedied within the time specified by the VWARC, in addition to any other remedy allowed under these Covenants or at law or equity, the Board or the VWARC, at their discretion, may take such action as may be necessary, in their judgment, to remedy the noncompliance. Any costs incurred by the Association in so doing shall be a lien on the Lot and the personal obligation of the Owner and/or successive Owner, and may be enforced in the same manner as set forth in Article III, § 7. The Board or VWARC may also take any other such action as is available by law or equity, including obtaining an injunction, or damages, or both.

Section 5. **Deviation from Submittal Approval.**

In addition to any other remedy allowed under these Covenants or at law or equity, any design, construction, element, or alteration from any approved submittal will subject the Owner to the fines allowable under these Covenants, the Rules or Regulations, or the Resolutions.

Section 6. **Liability and Variances.**

To the fullest extent allowed under Montana law, neither the Association, the Declarant, the Board, the Directors, the VWARC, nor individual members thereof, may be held liable to any person for any damages resulting from 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.

Further, the VWARC may, upon application, grant a variance from the architectural regulations, provided that, in the VWARC's sole discretion and opinion, it believes the variance complies with the spirit of these Covenants.

Within all sections of these Covenants, when a variance is indicated that it may be granted, the variance must be requested in writing and approved by the VWARC and, where applicable, the Bozeman City Commission

Section 7. **Design Review Procedure.**

Prior to beginning the design process, Lot Owners and their architects and builders are encouraged to contact the VWARC to discuss any questions they may have.

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 1)
- Sketch Design Review Application (Form 2)

Review Fee:

- \$200 single family and duplex unit projects
- \$300 multi-unit projects up to eight units
- \$350 multi-unit projects over eight units

No refunds will be given for submittals that are returned unless the request for review was properly and timely cancelled. All returned incomplete applications are subject to a \$100 re-submittal fee. The fees are based on each individual Lot, regardless of the 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; and
 - 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; and
 - 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; and
 - Roof pitches.

STEP 2: CONSTRUCTION DESIGN REVIEW

This review checks the construction documents for compliance with the Covenants and verifies that the previous VWARC approvals and conditions, if any, have been followed. Conformity to applicable local regulations and building codes, as well as obtaining appropriate permits is the responsibility of the Owner.

Form Required:

- Construction Design Review Application (Form 3)

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
- **PLUS the Inspection Fee of \$150 for all projects.**

No refunds will be given for submittals that are returned unless the request for review was properly and timely cancelled. All returned incomplete applications are subject to a \$100 re-submittal fee. The fees are based on each individual Lot, regardless of the proposed project or prior design approvals.

The Sketch Design 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;
 - Exterior light locations and type; and
 - 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; and
 - Gross square footage.
- Elevations & Sections showing:
 - Each Elevation at 1/4" = 1'-0" with colors rendered of fronting street elevation.
- Landscape Plan showing:
 - Plant, shrub, and tree listings (including types, numbers, and planting and mature sizes) and their respective locations.
- Material Samples:
 - Siding and trim sample with actual color applied; and
 - Other samples as requested by the VWARC.

STEP 3: CONSTRUCTION COMMENCEMENT

Construction shall not commence until:

1. The VWARC has approved the construction;
2. All fees have been paid;
3. If a permit is required, the Owner includes a copy of the Construction Design Review Application (Form 3) bearing the VWARC approval stamp with the permit applications to the City of Bozeman;
4. All applicable permits have been obtained; and
5. If applicable, the City of Bozeman Building Division has approved the construction.

The VWARC reserves the right to inspect the construction for compliance during any stage of construction. The VWARC is empowered to enforce the Architectural Regulations, Site Design, Landscape Design, and the Design Review Process set forth in these Covenants by any action in law or equity to ensure compliance with these Covenants.

STEP 4: MINOR CHANGES

Owners may wish to add, improve, or modify a structure on their Lot, whether during initial construction or at a future date. Any such addition, improvement, or modification requires the Owner to submit an Application for Change (Form 4), plus a \$100 review fee. No addition, improvement, or modification to any structure shall be made within the VWARC's approval.

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 review the submitted applications, forms, plans, specifications, materials, and samples in order to determine if the proposed structure or landscaping conforms to these Covenants, and (where applicable) to inspect the erection, construction, alteration, or modification of structures and landscaping to review compliance with the approved application, in order to encourage architectural harmony within the Subdivision.

Section 2. **Scope of Responsibilities.**

The VWARC has the right to exercise control over all construction in the Subdivision. It also reviews all requests for variances, improvements, alterations, and modifications to existing structures.

Section 3. **Enforcement Powers.**

The Board is empowered to enforce the Architectural Regulations, Site Design, Landscape Design, and the Design Review Process set forth in these Covenants by any action in law or equity to ensure compliance with these Covenants. In addition to any other remedy allowed under these Covenants or at law or equity, the Board, at its discretion, may take any action as may be necessary, in its judgment, to remedy any violation. This includes, but is not limited to, any or all of the following: curing or mitigating the violation; imposing fines; seeking and obtaining an injunction to require the Owner to stop, remove, and/or alter any

improvements in a manner that complies with these Covenants; seeking damages; and filing and foreclosing liens.

Any fines and costs, including attorneys' fees, paralegal fees, fees to determine the amount of fees, and any other court costs or expenses, incurred by the Association in enforcing these Covenants and/or the VWARC's decisions shall be a lien on the Lot at the time they are incurred and are the personal obligation of the Owner and/or successive Owner, and may be enforced in the same manner as set forth in Article III, § 7.

Section 4. **Committee Members.**

The Board shall appoint one to three members to the VWARC, with each VWARC member to serve a three-year term, or until his or her successor is appointed, whichever occurs last. VWARC members are not required to be Lot Owners; they may be architects, engineers, and other design professionals. In the Board's discretion, VWARC members may be compensated for their time in a reasonable amount, based on such VWARC's members education, knowledge, training and experience in the design field. Any vacancy on the VWARC may be filled by the Board. The Board, at its discretion, may remove any VWARC member by unanimous vote. If there are 2 or more VWARC members, they shall act by unanimous vote. If there are 3 VWARC members, they shall act by majority vote.

If at any time the Board is unable to or fails to appoint the VWARC, the Board shall be considered the VWARC until such appointment occurs.

Section 5. **Limitation of Responsibilities.**

The VWARC does not assume responsibility for the following:

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

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

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

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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 Lots.

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 Lots 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. Automobiles and Vehicles.

"Automobile" means a two, three, or four door passenger vehicle, sports utility vehicle, or pick-up truck with or without a canopy cover or topper, or a moped or motorcycle, which is primarily used for transporting a small number of people over public highways.

"Vehicle" means any boat, trailer, snowmobile, motor home, mobile home, recreational vehicle, off-highway vehicle, or other similar equipment.

Only one Vehicle per Lot is allowed to be stored/parked outside of a garage, and any such Vehicle parked/stored outside of a garage shall only be parked/stored on a designated concrete or gravel pad. The designated concrete or gravel pad shall only be adjacent to the alley. No Vehicle shall be parked/stored in a driveway or in front a house.

No Automobile or Vehicle shall obstruct pedestrian traffic.

All Automobiles and Vehicles shall also comply with all local and state laws.

In addition to any other remedy allowed under these Covenants, owners of Automobiles or Vehicles parked in violation of these Covenants may be asked in writing or by placing a written notice on the Automobile or Vehicle to comply with these Covenants and/or to immediately remove the Automobile or Vehicle. If the Automobile or Vehicle is not removed within 24 hours of notification, the Board or its authorized representative may cause the Automobile or Vehicle to be towed and impounded at the expense of the owner.

Notwithstanding anything to the contrary, the Board or its authorized representative may cause an Automobile or Vehicle to be towed immediately without notification if the Board or its authorized representative determines that the Automobile or Vehicle impedes emergency vehicles or represents a threat to health and safety.

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. Private utilities are the responsibility of the Lot Owner.

Section 5. **Signs.** No signs shall be erected on the exterior of any Lot, except signs which identify the Owner of the property or "for Sale" signs on a Lot being sold. Also, the Declarant and/or Association may place signs at any entrance(s) to the subdivision to identify the subdivision and/or neighborhood; and signs for Lot Types III and IV are allowed subject to the Bozeman Unified Development Code.

Section 6. Omitted.

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. **Municipal Regulations.** All 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 land use regulations and other laws, rules, and regulations.

In the event there is a conflict between the Covenants and the applicable land use regulations and other laws, rules, and regulations, the most restrictive 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, or 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. The Owner is responsible for obtaining any necessary approvals from easement holders for any encroachments.

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 themselves and 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.

Each Owner is also responsible for the conduct of themselves and their guests, invitees, licensees, tenants, and lessees when utilizing the open space.

Section 11. Tenants. Each Lot Owner is responsible for the Lot Owner's tenants and guests. Upon the Association's request, the Lot Owner shall provide the Association with each Tenant's name, address, and telephone number.

Section 12. Sale of Lot. Each Lot Owner shall notify the Board of Directors or the Association's property management company, if any, in writing not less than forty-eight (48) hours before title to a Lot is transferred, regardless of how that transfer occurs. Said notice shall include the new Owner's name, address, email address, and telephone number and an address and email address to send any future correspondence to the out-going Owner.

Section 13. Lot Maintenance. Each Owner is required to maintain their Lot, whether developed or undeveloped, in a neat and orderly fashion and shall not allow debris to accumulate on the Lot. This includes during any period of construction, occupancy, or 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 Subdivision. Trash, rubble, and refuse shall not be allowed to become airborne and carried off the Lot.

Section 14. Building Maintenance. Each Owner is required to maintain any structure (buildings, residences, garages, fences, walls, etc.) on the Owner's Lot in a neat and orderly fashion. This includes but is not limited to repainting, restaining, reroofing, and other similar maintenance and upkeep.

Section 15. 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, non-working or immobile vehicles, parts, metals, lumber, debris, or other waste shall be allowed to accumulate on any Lot or originate from any Lot.

All garbage and trash requirements of the City of Bozeman shall be observed.

All garbage, trash, or other waste or debris that is stored outside shall be kept in a City-approved container. Except on garbage pick-up day, garbage containers shall be kept in the garage or other enclosure directly adjacent to a structure or fence.

If an Owner fails to control the garbage, the Association, after twenty-four hour written notice by mail, email, the Association's website portal, or personal delivery, may cause the garbage to be controlled or collected and removed; and, in addition to any other remedy allowed in these Covenants or at law, may assess the Lot Owner for all costs related thereto.

Section 16. Alleys. 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 and mowing and trimming the alley right-of-way.

If an Owner fails to maintain their alley right-of-way, the Association, after twenty-four hour written notice by mail, email, the Association's website portal, or personal delivery, , may cause the alley right-of-way maintained; and, in addition to any other remedy allowed in these Covenants or at law, may assess the Lot Owner for all costs related thereto.

ARTICLE X

OPEN SPACE AND COMMON AREA

Section 1. Use of Open Space and Common Area. No Owner has the right to occupy or possess any of the open space and common area by reason of owning a Lot in the 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.** Designated parkways providing pedestrian access to and from the residential areas are intended for passive pedestrian use and shall be maintained by the Association. No motorized vehicles of any type are permitted except as authorized by the Board for snow removal.

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 vehicles of any type are permitted except as authorized by the Board 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 shall include in the assessments an amount necessary to pay for the taxes, insurance, maintenance, upkeep, and repair of all open space, roads, easements, and active parks that are required to be maintained by the Association.

Section 6. **Owners' Right to Parking Area.** Every Owner who is not in violation of these Covenants may use the designated parking areas, and such use shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

1. Parking shall be in compliance with the Bozeman Unified Development Code;
2. The Board or Association may enact 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.
3. The Board or Association may charge reasonable fees for the disproportionate use by Owners or their guests, invitees, licensees, tenants, and lessees of the parking area.
4. The Board or Association may suspend the voting rights and right to use the parking areas of any Owner and/or their guests, invitees, licensees, tenants, and lessees for any period during which any assessment against the Owner's Lot or the Owner remains unpaid and for any infraction of the Association's published rules and regulations for any period of time the Board or Association deems necessary.

Section 7. **Nuisance.** No Owner, guest, invitee, licensee, tenant, or lessee 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, invitee, licensee, tenant, or lessee of Valley West.

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. **Term.** These Covenants shall be binding for a term of twenty (20) years from June 13, 2002 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 shall be automatically extended for successive periods of ten (10) years 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.** These Covenants may be enforced by the Association (by and through the Board) or any Owner.

For any violation or threatened violation by any person or persons of these Covenants, the Bylaws, rules and regulations, or resolutions the Association may take any action authorized by these Covenants, the Bylaws, the rules and regulations, and resolutions. This includes, but is not limited to, imposing fines; charging interest; filing and foreclosing liens; filing a legal action in law or in equity or both; obtaining an injunction to restrain or correct a violation of these Covenants; obtaining damages; suspending the Owner's voting rights; and/or suspending the Owner's parking rights.

Any action may be taken until the violation is cured and any associated fines, interest, attorneys' fees, paralegal fees, fees to determine the amount of fees, and all other court costs and expenses incurred as a result of the violation or correcting the violation etc. are fully paid.

If the Board takes any action, including without limitation retaining a professional(s) to interpret or enforce the Covenants or any rule or regulation or filing a legal proceeding to interpret or enforce the Covenants or any rule or regulation, the offending Owner or successive Owner shall be obligated to pay the costs incurred as a result of the action taken by the board of Directors, including attorneys' fees, paralegal fees, and fees to determine the amount of fees, and all other court costs and expenses.

As part of the enforcement of these Covenants, the Board shall adopt a rule and regulation that establishes fines, and such fines are enforceable the Owners on behalf of the Association, the Association, and the Board. Fines may be assessed for any violation of these Covenants.

Except for (i) the nonpayment of assessments and related consequences, which is governed by Article III, (ii) weeds under Article VI, § 4; (iii) the removal of vehicles and the related consequences, which is governed by Article IX, § 3, (iv) removing garbage as outlined in Article IX, § 15, and (v) maintaining alleys as outlined in Article IX, § 16, before any fine, legal action or other proceeding, or suspension of any rights for other violations may be imposed by the Association or Board, the Association or Board shall abide by due process procedures set forth in a rule and regulation.

Section 3. **No waiver.** The failure of the Declarant, the Association, the Board, 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, as against the same or a different Owner or to collect damages for any subsequent breach of these 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. **Invalidation.** Invalidation of any one of these Covenants or any portion of any Covenant by judgment or by Court order shall in no way affect any of the other Covenants or portions, all of which shall remain in full force and effect.

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Section 5. **Deed language.** 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 Lot 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 Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

Section 6. **Binding.** The Covenants shall be binding upon and shall inure to the benefit of any subsequent Owner, regardless of how the Owner acquired title.

Section 7. **Amendment by Owners.** After the initial twenty (20) year term for these Covenants has expired, the provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, at any time by the Association, at meeting or by written ballot or both, as follows:

A. At a meeting, if: (i) the meeting is duly noticed and called for this purpose; (ii) the meeting notice includes a copy of the proposed amendment, (iii) a quorum of 30% of the members are present at the meeting in person or by written proxy, and (iv) the Association receives the affirmative approval of at least 70% of the votes present at the meeting in person or by proxy.

B. By written ballot, if: (i) the written ballot provides for members to vote for or against the proposed amendment, it explains the quorum and votes required to pass the proposed amendment, and it provides a time in which the written ballot must be received by the Association in order to be counted; (ii) the written ballot is sent to members of all Lots who have not already approved the amendment pursuant to Section 7(A), above; (iii) the written ballot includes a copy of the proposed amendment; (iv) at least 30% of the members either attend the meeting pursuant to Section 7(A), above, and/or cast a written ballot; and (iv) the Association receives the affirmative approval of at least 70% of the votes cast at a meeting pursuant to Section 7(A) and/or by written ballot.

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

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Section 8. **Amendment by Board.** After the initial twenty (20) year term for these Covenants has expired, the Board of Directors may, without the consent of the members, amend the Covenants to correct any mistakes in the Covenants, to correct the legal description of the property subject to the Covenants, or to change the address of the Association or the VWARC. Any such amendment shall be signed by all Directors.

ARTICLE XII **TRANSFER FEE**

Every person or entity that hereinafter purchases any Lot within Valley West shall be responsible for paying a \$300.00 fee to the Association for each Lot that is purchased. If more than one person or entity purchases a Lot as tenants in common or as joint tenants, then together those persons collectively owe the \$300.00 fee, although each person or entity shall be jointly and severally liable for the entire \$300.00 fee. "Person" or "entity" does not include a person or entity who holds title to a Lot merely as security for a mortgage.

For purposes of this Article, "purchase" includes any transfer of any property for consideration, as a gift, pursuant to a will, as a result of foreclosure, pursuant to a court order, pursuant to a tax lien, or any other transfer of the property wherein title to the property is transferred to a new person or entity.

Said fee shall be paid to the Association within 10 days after the deed conveying the property to the purchaser is executed.

In addition to any other remedy allowed under the Covenants or at law or equity, if the fee is not timely paid, such fee shall be treated the same as if an assessment was not paid under Article III, § 7, and the Association may pursue all remedies authorized under Article III, § 7 against either the Lot, the Lot Owner, or any successive Owner.

ARTICLE XIII **NOTICE**

Except as otherwise stated in these Covenants, whenever notice is required to be delivered by the Association to the Owners, notice is deemed delivered if it is delivered (i) by mail to the address provided by the Owner pursuant to Article II, Section 3; (ii) by email to the email address provided by the Owner pursuant to Article II, Section 3; (iii) through the Association's website portal if the Owner has elected to join the same; or (iv) by personal delivery to the Owner or the Owner's representative. Notice is deemed delivered on the date it is mailed, emailed, provided by portal, or hand delivered.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 24th day of June, 2021.

DECLARANT:

The Lakes at Valley West/Bozeman, LLC

By:

Greg Stratton

Its:

Manager
Manager

STATE OF Montana)

County of Gallatin)

SS.

On this 24th day of June, 2021, personally appeared Greg Stratton, known to me to be the person that executed the within instrument and acknowledged to me he executed the same as the Manager of The Lakes at Valley West, Bozeman, LLC, 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.

Cynthia M. Edgmond
NOTARY PUBLIC

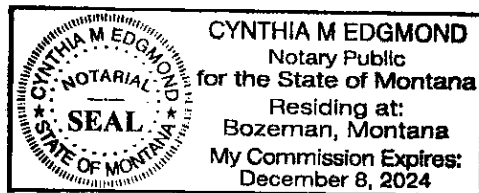


EXHIBIT "A"**Valley West Subdivision PUD - Legal Description**

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

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	15	1C
1A	41	I	W. Babcock Street	15	5	20	15	1C
1A	42	I	W. Babcock Street	15	5	20	15	1C
1A	43	I	W. Babcock Street	15	5	20	15	1C
1A	44	I	W. Babcock Street	15	5	20	15	1C
1A	45	I	W. Babcock Street	15	5	20	15	1C
1A	46	I	W. Babcock Street	15	5	20	15	1C
1A	47	I	W. Babcock Street	15	5	20	15	1C
1A	48	I	W. Babcock Street	15	5	20	15	1C
1A	49	I	W. Babcock Street	15	5	20	15	1C
1A	50	I	Clifden Drive	20	5	20	15	3,10
1A	51	I	Clifden Drive	20	5	20	20	1,2,1C
1A	52	I	Hanley Avenue	20	5	20	20	1,2
1A	53	I	Hanley Avenue	20	5	20	15	3
1A	54	II	W. Babcock Street	15	5	20	15	
1A	55	II	W. Babcock Street	15	5	20	15	
1E	56	I	Kimball Avenue	20	5	20	15	3
1E	57	I	Kimball Avenue	20	5	20	20	1,2
1E	58	I	Hanley Avenue	20	5	20	15	3
1E	59	I	Hanley Avenue	20	5	20	20	1,2
1E	60	II	Monroe Street	20	5	20	15	
1E	61	II	Monroe Street	20	5	20	15	
1E	62	I	Kimball Avenue	20	5	20	20	1,2
1E	63	I	Kimball Avenue	20	5	20	15	3
1E	64	I	Hanley Avenue	20	5	20	20	1,2
1E	65	I	Hanley Avenue	20	5	20	15	4
1B	66	II	Monroe Street	20	5	20	15	
1E	67	II	Monroe Street	20	5	20	15	
1E	68	II	Monroe Street	20	5	20	15	
1E	69	II	Monroe Street	20	5	20	15	
1E	70	I	Kimball Avenue	20	5	20	15	4
1E	71	I	Kimball Avenue	20	5	20	20	1,2
1E	72	II	Monroe Street	20	5	20	15	5
1E	73	II	W. Babcock Street	15	5	20	15	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	15'	4
2A	2	I	Stafford Avenue	20	5	20	20	1,2
2A	3	I	Cascade Street	20	5	20	15'	
2A	4	I	Cascade Street	20	5	20	15'	
2A	5	I	Cascade Street	20	5	20	15'	
2A	6	I	Cascade Street	20	5	20	15'	
2A	7	I	Cascade Street	20	5	20	15'	
2A	8	I	Cascade Street	20	5	20	15'	
2A	9	I	Cascade Street	20	5	20	15'	
2A	10	I	Cascade Street	20	5	20	15'	
2A	11	I	Cascade Street	20	5	20	15'	
2A	12	I	Clifden Drive	20	5	20	15'	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	15'	4
2A	18	I	Cascade Street	20	5	20	15'	
2A	19	I	Cascade Street	20	5	20	15'	
2A	20	I	Cascade Street	20	5	20	15'	
2A	21	I	Cascade Street	20	5	20	15'	
2A	22	I	Cascade Street	20	5	20	15'	
2A	23	I	Cascade Street	20	5	20	15'	
2A	24	I	Cascade Street	20	5	20	15'	
2A	25	I	Cascade Street	20	5	20'	15'	
2A	26	I	Clifden Drive	20	5	20	20	1,2
2A	27	I	Clifden Drive	20	5	20	15'	4
2E	28	I	Hanley Avenue	20	5	20'	15'	4
2E	29	I	Hanley Avenue	20	5	20	20	1,2
2E	30	II	Cover Street	20	5	20	15'	
2E	31	II	Cover Street	20	5	20	15'	
2E	32	II	Cover Street	20	5	20	15'	
2E	33	II	Cover Street	20	5	20	15'	
2E	34	I	Kimball Avenue	20	5	20	15'	4
2E	35	I	Kimball Avenue	20	5	20	20	1,2
2E	36	I	Hanley Avenue	20	5	20	20'	1,2
2E	37	I	Hanley Avenue	20	5	20	15'	4
2E	38	II	Cover Street	20	5	20	15'	
2E	39A	II	Cover Street	20	5	20	15'	6
2E	39B	II	Cover Street	20	5	20	15'	6
2E	39C	II	Cover Street	20	5	20	15'	6
2E	39D	II	Cover Street	20	5	20	15'	6
2E	40A	II	Cover Street	20	5	20	15'	6
2E	40B	II	Cover Street	20	5	20	15'	6
2E	40C	II	Cover Street	20	5	20	15'	6

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

Phase 3A & 3B

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'	E
3A	156	I	Brenden Street	15'	5	20	20'	E
3A	157	I	Brenden Street	15'	5	20	20'	E
3A	158	I	Brenden Street	15'	5	20	20'	E
3A	159	I	Brenden Street	15'	5	20	20'	E
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'	E
3A	164	I	Brenden Street	15'	5	20	20'	E
3A	165	I	Brenden Street	15'	5	20	20'	E
3A	166	I	Brenden Street	15'	5	20	20'	E
3A	167	I	Brenden Street	15'	5	20	20'	E
3A	168	I	Brenden Street	15'	5	20	20'	E
3A	169	I	Brenden Street	15'	5	20	20'	E
3A	170	I	Brenden Street	15'	5	20	20'	E
3A	171	I	Brenden Street	15'	5	20	20'	E
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'	E
3A	175	I	Benepe Street	15'	5	20	20'	E
3A	176	I	Benepe Street	15'	5	20	20'	E
3A	177	I	Benepe Street	15'	5	20	20'	E
3A	178	I	Benepe Street	15'	5	20	20'	E
3A	179	I	Benepe Street	15'	5	20	20'	E
3A	180	I	Benepe Street	15'	5	20	20'	E
3A	181	I	Benepe Street	15'	5	20	20'	E
3A	182	I	Benepe Street	15'	5	20	20'	E
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'	E
3A	187	I	Benepe Street	15'	5	20	20'	E
3A	188	I	Benepe Street	15'	5	20	20'	E
3A	189	I	Benepe Street	15'	5	20	20'	E
3A	190	I	Benepe Street	15'	5	20	20'	E
3A	191	I	Benepe Street	15'	5	20	20'	E
3A	192	I	Benepe Street	15'	5	20	20'	E

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	15'	4
3A	207	II	Hanley Avenue	15'	5	20	20'	1,2
3A	208	II	Cascade Street	15'	5	20	15'	
3A	209	II	Cascade Street	15'	5	20	15'	
3A	210	II	Cascade Street	15'	5	20	15'	
3A	211	II	Cascade Street	15'	5	20	15'	
3A	212	II	Kimball Avenue	15'	5	20	20'	1,2
3A	213	II	Kimball Avenue	15'	5	20	15'	4
3A	214A	I	Kimball Avenue	15'	5	20	15'	1,2
3A	214E	I	Kimball Avenue	15'	5	20	15'	
3A	214C	I	Kimball Avenue	15'	5	20	15'	
3A	214D	I	Kimball Avenue	15'	5	20	15'	
3A	215A	I	Kimball Avenue	15'	5	20	15'	
3A	215E	I	Kimball Avenue	15'	5	20	15'	
3A	215C	I	Kimball Avenue	15'	5	20	15'	
3A	215D	I	Kimball Avenue	15'	5	20	15'	
3A	216A	I	Kimball Avenue	15'	5	20	15'	
3A	216E	I	Kimball Avenue	15'	5	20	15'	
3A	216C	I	Kimball Avenue	15'	5	20	15'	
3A	216D	I	Kimball Avenue	15'	5	20	15'	
3A	217A	I	Ferguson Avenue	15'	5	20	15'	8
3A	217E	I	Ferguson Avenue	15'	5	20	15'	8
3A	217C	I	Ferguson Avenue	15'	5	20	15'	8
3A	217D	I	Ferguson Avenue	15'	5	20	15'	8
3A	218A	I	Ferguson Avenue	15'	5	20	15'	8
3A	218E	I	Ferguson Avenue	15'	5	20	15'	8
3A	218C	I	Ferguson Avenue	15'	5	20	15'	8
3A	218D	I	Ferguson Avenue	15'	5	20	15'	8
3A	219A	I	Ferguson Avenue	15'	5	20	15'	8
3A	219E	I	Ferguson Avenue	15'	5	20	15'	8
3A	219C	I	Ferguson Avenue	15'	5	20	15'	8
3A	219D	I	Ferguson Avenue	15'	8	20	15'	1,2,8
3A	220	I	Kimball Avenue	15'	5	20	15'	
3A	221	I	Kimball Avenue	15'	5'	20'	15'	

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	15'	1,2
3A	223	I	Ferguson Avenue	15'	5	20	15'	1,2,5
3A	224	I	Ferguson Avenue	15'	5	20	15'	5
3A	225	I	Ferguson Avenue	15'	5	20	15'	5
3E	1	II	Cottonwood Road	15	5	20	15'	5
3E	2	II	Cottonwood Road	15	5	20	15'	1,2,5
3E	3	I	Stafford Avenue	15	5	20	15'	1C
3E	4	I	Stafford Avenue	15	5	20	15'	5
3E	5	I	Stafford Avenue	15	5	20	15'	5
3E	6	I	Stafford Avenue	15	5	20	15'	5
3E	7	I	Stafford Avenue	15	5	20	15'	1,2,1C

Phase 3C

Phase	Lot #	Lot Type	Fronting Street	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Rear Garage Setback	Notes
3C	8	II	Cottonwood Road	15'	5	20	15'	1,2,5
3C	9	II	Cottonwood Road	15'	5	20	15'	5
3C	10	I	Stafford Avenue	15'	5	20	15'	1,2,1C
3C	11	I	Stafford Avenue	15'	5	20	15'	5
3C	12	I	Stafford Avenue	15'	5	20	15'	5
3C	13	I	Stafford Avenue	15'	5	20	15'	5
3C	14	I	Stafford Avenue	15'	5	20	15'	1C
3C	15	II	Cottonwood Road	15'	5	20	15'	5
3C	16	II	Cottonwood Road	15'	5	20	15'	1,2,5
3C	17	I	Stafford Avenue	15'	5	20	15'	1C
3C	18	I	Stafford Avenue	15'	5	20	15'	5
3C	19	I	Stafford Avenue	15'	5	20	15'	5
3C	20	I	Stafford Avenue	15'	5	20	15'	5
3C	21	I	Stafford Avenue	15'	5	20	15'	1,2,1C
3C	76	I	Clifden Drive	15'	5	20	15'	4,10
3C	77	I	Clifden Drive	15'	5	20	20'	1,2,1C
3C	78	I	Waters Street	15'	5	20	15'	1C
3C	79	I	Waters Street	15'	5	20	15'	1C
3C	80	I	Waters Street	15'	5	20	15'	1C
3C	81	I	Waters Street	15'	5	20	15'	1C
3C	82	I	Stafford Avenue	15'	5	20	20'	1,2,1C
3C	83	I	Stafford Avenue	15'	5	20	15'	4,10
3C	84	I	Stafford Avenue	15'	5	20	15'	4,10
3C	85	I	Stafford Avenue	15'	5	20	20'	1,2,1C
3C	86	I	Waters Street	15'	5	20	15'	1C
3C	87	I	Waters Street	15'	5	20	15'	1C
3C	88	I	Waters Street	15'	5	20	15'	1C
3C	89	I	Waters Street	15'	5	20	15'	1C
3C	90	I	Clifden Drive	15'	5	20	15'	1,2,4,1C
3C	91	I	Clifden Drive	15'	5	20	15'	1,2,4,1C

3C	92	I	Perry Street	15'	5	20	15'	1C
3C	93	I	Perry Street	15'	5	20	15'	1C
3C	94	I	Perry Street	15'	5	20	15'	1C
3C	95	I	Perry Street	15'	5	20	15'	1C
3C	96	I	Perry Street	15'	5	20	15'	1C
3C	97	I	Stafford Avenue	15'	5	20	20'	1,2,1C
3C	98	I	Stafford Avenue	15'	5	20	15'	4,10
3C	99	I	Stafford Avenue	15'	5	20	15'	4,10
3C	100	I	Stafford Avenue	15'	5	20	20'	1,2,1C
3C	101	I	Perry Street	15'	5	20	15'	1C
3C	102	I	Perry Street	15'	5	20	15'	1C
3C	103	I	Perry Street	15'	5	20	15'	1C
3C	104	I	Perry Street	15'	5	20	15'	1C
3C	105	I	Perry Street	15'	5	20	15'	1C
3C	106	I	Clifden Drive	15'	5	20	20'	1,2,1C
3C	107	I	Clifden Drive	15'	5	20	15'	4,10

Phase 3D

Phase	Lot #	Lot Type	Fronting Street	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Rear Garage Setback	Notes
3C	22	II	Cottonwood Road	15'	5'	20	15'	1,2,5
3C	23	II	Cottonwood Road	15'	5'	20	15'	5
3C	24	II	Cottonwood Road	15'	5'	20	15'	5
3C	25	II	Cottonwood Road	15'	5'	20	15'	5
3C	26	II	Cottonwood Road	15'	5'	20	15'	5
3C	27	I	Stafford Avenue	15'	5'	20	15'	1,2,1C
3C	28	I	Stafford Avenue	15'	5'	20	15'	8
3C	29	I	Stafford Avenue	15'	5'	20	15'	8
3C	30	I	Stafford Avenue	15'	5'	20	15'	8
3C	31	I	Stafford Avenue	15'	5'	20	15'	8
3C	32	I	Stafford Avenue	15'	5'	20	15'	8
3C	33	I	Stafford Avenue	15'	5'	20	15'	8
3C	34	I	Stafford Avenue	15'	5'	20	15'	8
3C	35	I	Stafford Avenue	15'	5'	20	15'	8
3C	36	I	Stafford Avenue	15'	5'	20	15'	8
3C	37	I	Stafford Avenue	15'	5'	20	15'	8
3C	38	I	Stafford Avenue	15'	5'	20	15'	8
3C	39	I	Stafford Avenue	15'	5'	20	15'	1,2,1C
3C	40	II	Durston Road	15'	5'	20	15'	1,2,5
3C	41	II	Durston Road	15'	5'	20	15'	5
3C	42	I	Clifden Drive	15'	5'	20	20'	1,2,5,1C
3C	43	I	Clifden Drive	15'	5'	20	15'	3,10
3C	44	I	Clifden Drive	15'	5'	20	15'	3,10
3C	45	I	Clifden Drive	15'	5'	20	20'	1,2,1C
3C	46	I	Bembrick Street	15'	5'	20	15'	1C
3C	47	I	Bembrick Street	15'	5'	20	15'	1C
3C	48	I	Bembrick Street	15'	5	20	15'	1,2,1C
3C	49	I	Stafford Avenue	15'	5	20	15'	4,10
3C	50	I	Stafford Avenue	15'	5	20	20'	1,2,1C

3C	51	I	Bembrick Street	15'	5	20	15'	1C
3C	52	I	Bembrick Street	15'	5	20	15'	1C
3C	53	I	Bembrick Street	15'	5	20	15'	1C
3C	54	I	Bembrick Street	15'	5'	20'	15'	1C
3C	55	I	Bembrick Street	15'	5'	20'	15'	1C
3C	56	I	Clifden Drive	15'	5'	20'	20'	1,2,1C
3C	57	I	Clifden Drive	15'	5'	20'	15'	4,10
3C	58	I	Clifden Drive	15'	5'	20'	15'	4,10
3C	59	I	Clifden Drive	15'	5'	20'	20'	1,2,1C
3C	60	I	Brisbin Street	15'	5'	20'	15'	1C
3C	61	I	Brisbin Street	15'	5	20	15'	1C
3C	62	I	Brisbin Street	15'	5	20	15'	1C
3C	63	I	Brisbin Street	15'	5	20	15'	1C
3C	64	I	Brisbin Street	15'	5	20	15'	1C
3C	65	I	Stafford Avenue	15'	5	20	20'	1,2,1C
3C	66	I	Stafford Avenue	15'	5	20	15'	4,10
3C	67	I	Stafford Avenue	15'	5	20	15'	4,10
3C	68	I	Stafford Avenue	15'	5'	20'	20'	1,2,1C
3C	69	I	Brisbin Street	15'	5'	20'	15'	1C
3C	70	I	Brisbin Street	15'	5'	20'	15'	1C
3C	71	I	Brisbin Street	15'	5'	20'	15'	1C
3C	72	I	Brisbin Street	15'	5'	20'	15'	1C
3C	73	I	Brisbin Street	15'	5'	20'	15'	1C
3C	74	I	Clifden Drive	15'	5'	20'	20'	1,2,1C
3C	75	I	Clifden Drive	15'	5'	20'	15'	4,10
3C	108	I	Clifden Drive	15'	5'	20'	20'	1C
3C	109	I	Clifden Drive	15'	5'	20'	20'	1C
3C	110	I	Clifden Drive	15'	5'	20'	20'	1C
3C	111	I	Clifden Drive	15'	5'	20'	20'	1C
3C	112	I	Clifden Drive	15'	5'	20'	20'	1C
3C	113	I	Clifden Drive	15'	5'	20'	20'	1C
3C	114	I	Clifden Drive	15'	5'	20'	20'	1C
3C	115	I	Clifden Drive	15'	5'	20'	20'	1C
3C	116	I	Clifden Drive	15'	5'	20'	20'	1C
3C	117	I	Clifden Drive	15'	5'	20'	20'	1C
3C	118	I	Clifden Drive	15'	5'	20'	20'	1C
3C	119	I	Clifden Drive	15'	5'	20'	20'	1,2,5,1C
3C	120	I	Tilton Street	15'	5'	20'	20'	9
3C	121	I	Tilton Street	15'	5'	20'	20'	9
3C	122	I	Tilton Street	15'	5'	20'	20'	9
3C	123	I	Tilton Street	15'	5'	20'	20'	9
3C	124	I	Tilton Street	15'	5'	20'	20'	1,2,9
3C	125	I	Tilton Street	15'	5'	20'	20'	1,2
3C	126	I	Tilton Street	15'	5'	20'	20'	
3C	127	I	Forbes Avenue	15'	5'	20'	20'	
3C	128	I	Forbes Avenue	15'	5'	20'	20'	
3C	129	I	Forbes Avenue	15'	5'	20'	20'	
3C	130	I	Forbes Avenue	15'	5'	20'	20'	
3C	131	I	Toole Street	15'	5'	20'	20'	1,2
3C	132	I	Toole Street	15'	5'	20'	20'	

3C	133	I	Toole Street	15'	5'	20'	20'	
3C	134	I	Toole Street	15'	5'	20'	20'	1,2
3C	135	I	Kimball Avenue	15'	5'	20'	20'	
3C	136	I	Kimball Avenue	15'	5'	20'	20'	
3C	137	I	Kimball Avenue	15'	5'	20'	20'	
3C	138	I	Kimball Avenue	15'	5'	20'	20'	
3C	139	I	Tilton Street	15'	5'	20'	20'	1,2
3C	140	I	Tilton Street	15'	5'	20'	20'	
3C	141	I	Toole Street	15'	5'	20'	20'	
3C	142	I	Toole Street	15'	5'	20'	20'	
3C	143	I	Toole Street	15'	5'	20'	20'	
3C	144	I	Toole Street	15'	5'	20'	20'	
3C	145	I	Toole Street	15'	5'	20'	20'	1,2
3C	146	II	Kimball Avenue	15'	5'	20'	15'	9
3C	147	II	Ferguson Avenue	15'	5'	20'	15'	9
3C	226	I	Kimball Avenue	15'	5'	20'	15'	3
3C	227	I	Kimball Avenue	15'	5'	20'	15'	
3C	228	I	Kimball Avenue	15'	5'	20'	15'	
3C	229	I	Kimball Avenue	15'	5'	20'	15'	
3C	230	I	Kimball Avenue	15'	5'	20'	15'	
3C	231	I	Kimball Avenue	15'	5'	20'	15'	
3C	232	I	Kimball Avenue	15'	5'	20'	15'	
3C	233	I	Kimball Avenue	15'	5'	20'	15'	1,2
3C	234	II	Ferguson Avenue	15'	5'	20'	15'	3,5
3C	235	II	Ferguson Avenue	15'	5'	20'	15'	5
3C	236	II	Ferguson Avenue	15'	5'	20'	15'	1,2,5

Notes:

1. Facade and site design shall address both street frontages.
2. Corner side yard present. Front yard setbacks and allowable porch encroachments apply.
3. [Note no longer used.]
4. [Note no longer used.]
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 Code provisions for Restricted Sized Lots (RSL) may apply.
9. Rear elevations facing Durston Road must have street fronting characteristics (integrated covered porches, window treatments, etc.)
10. While duplexes are allowed on this Lot, one of the units is limited to 720 SF of "Living Area."

General Notes:

- The setback requirements found in Exhibit "B" in the Fourth Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West only apply to construction, alterations, or modifications after the Fourth Amended Covenants are recorded with the Gallatin County Clerk and recorder. The setback requirements for

construction, alterations, or modifications made before the Fourth Amended Covenants were recorded are subject to the setbacks in effect at the time of the construction, alteration, or modification.

- For reference only. Verify all setbacks with VWARC and City Planning Office.
- Rear yard setbacks apply to main structure only or garages greater than 720 SF.
- 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

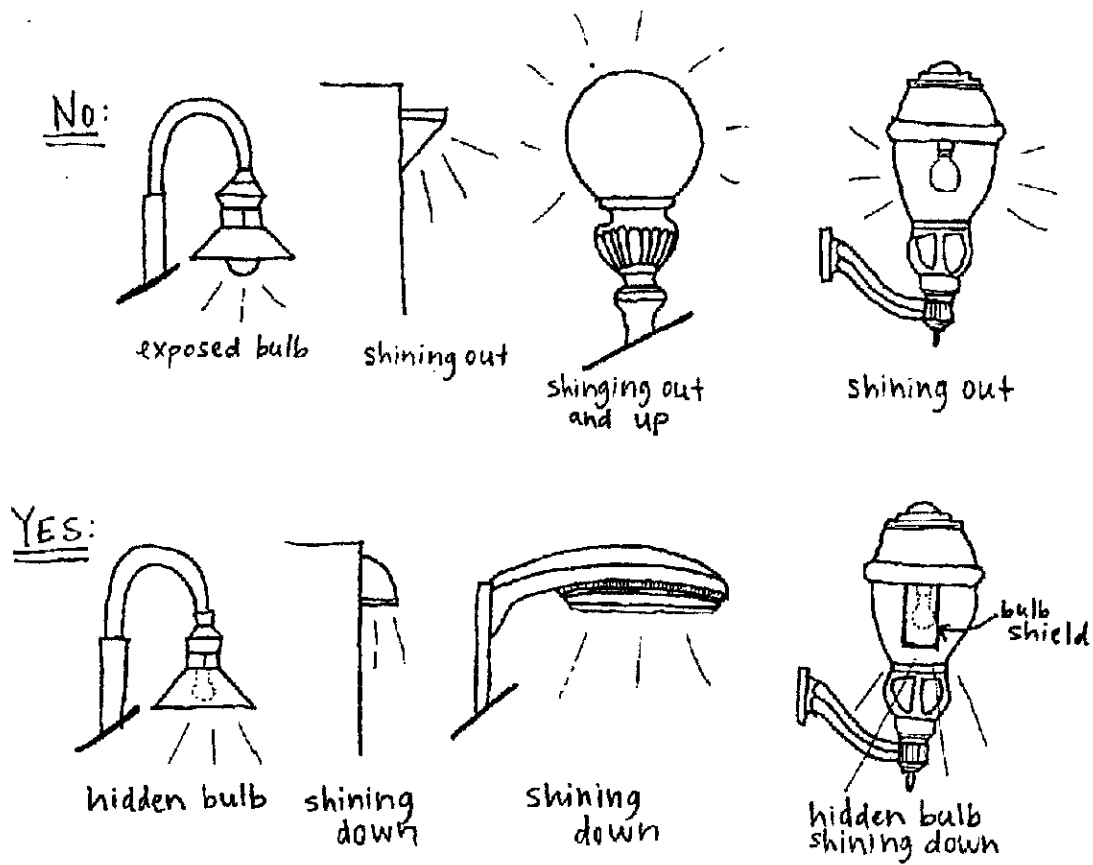


FIGURE 2: STREET VISION TRIANGLES

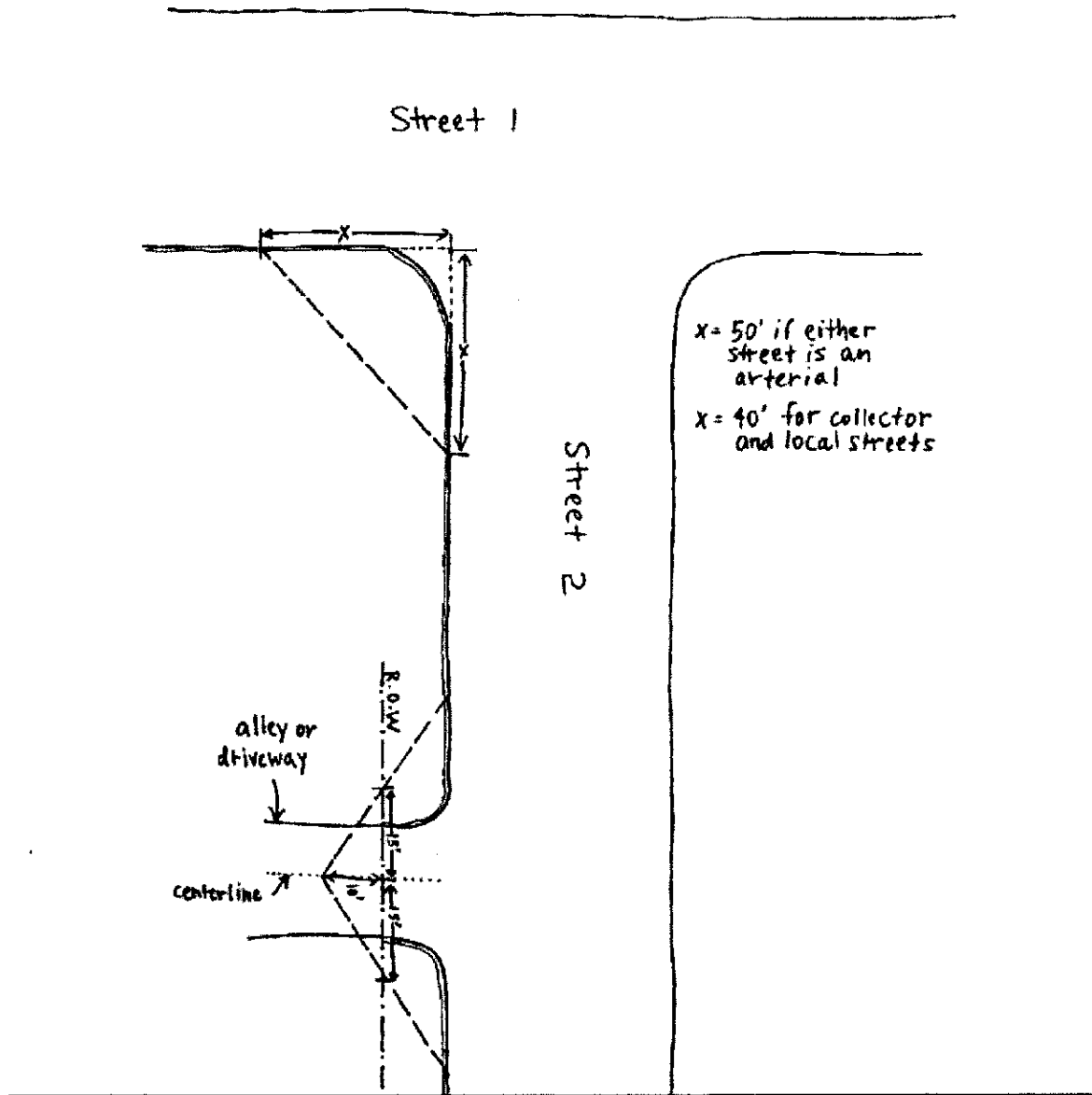


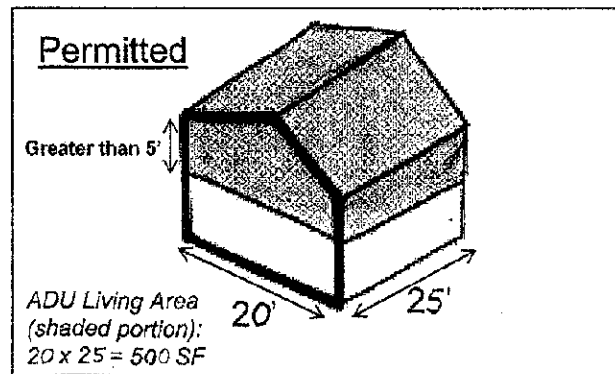
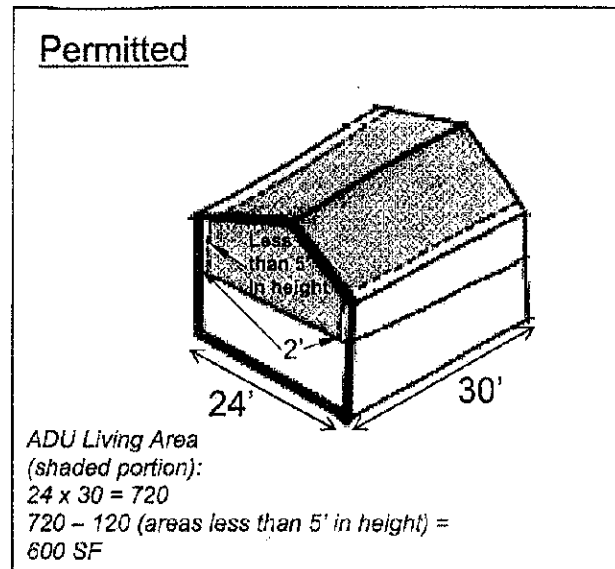
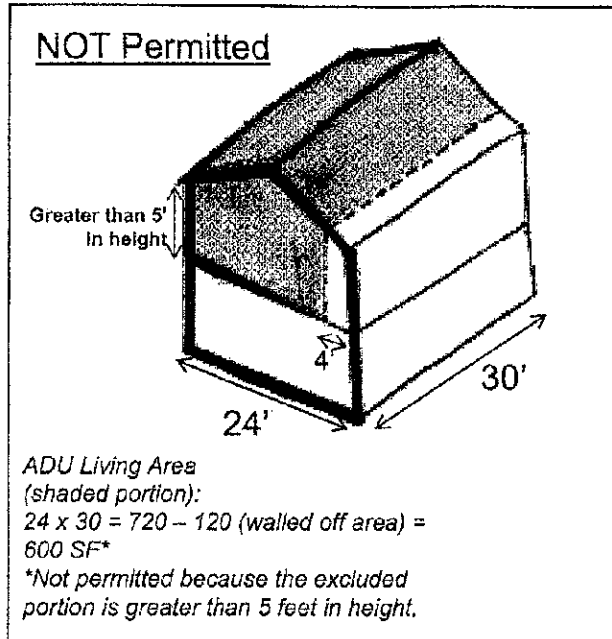
FIGURE 3: ACCESSORY DWELLING UNIT LIVING AREA CALCULATION

EXHIBIT "D"

The following described real property situated in the City of Bozeman, Gallatin County, Montana:

Lots 1 and 6 of Valley West Subdivision Phase 3B to the City of Bozeman, Gallatin County, Montana [Plat No. J-422]

Lots 8, 9, 16, 78, 80, 81, 86, 87, 95, 96 and 99 of the Corrected Plat of Valley West Subdivision Phase 3C to the City of Bozeman, Gallatin County, Montana. [Plat No. J-435-A]

Lots 22, 23, 24, 25, 26, 40, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 58, 62, 63, 64, 66, 67, 69, 71, 72, 117, 118, 119, 121, 122, 132, 145 and 146 of Valley West Subdivision Phase 3D to the City of Bozeman, Gallatin County, Montana. [Plat No. J-463]

Tract 1 of COS No. 1005B and Tract 2A of COS No. 1005C

EXHIBIT "E"

- Form 1: Acknowledgment Form
- Form 2: Sketch design Review Application
- Form 3: Construction Design Review Application
- Form 4: Application for Change
- Form 5: Application for Inspection

FORM 1
ACKNOWLEDGEMENT FORM

Owner acknowledges that he/she has received, read, and will abide by the Fourth Amended and Restated Declaration of Protective Covenants and Restrictions for Valley West ("Covenants"). In addition to other remedies authorized by the Covenants, violations of the Covenants may be remedied by Valley West Homeowner's Association, whereupon the Owner will be personally responsible for any costs incurred in relation to the remedy, as well as any fines imposed.

I (We) _____

am/are the Owner(s) of record of Lot _____ in Phase _____ of Valley West. I/We have read the Covenants and understand their implications. Furthermore, I (we) have been given sufficient opportunity to discuss the Covenants 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 the Covenants.

Signature- Lot Buyer: _____ Date: _____

Printed Name: _____

Signature- Lot Buyer: _____ Date: _____

Printed Name: _____

Signature-Contractor: _____ Date: _____

Printed Name: _____

Mailing Address: _____

Telephone: _____ FAX: _____

Email: _____

FORM 2
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 3
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 4
APPLICATION FOR CHANGE

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 5
APPLICATION FOR INSPECTION

LOT NUMBER, PHASE: _____

Owner: _____

Mailing Address: _____

Telephone: _____ FAX: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

ARCHITECT: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

[Note that required inspection fee is built into the Construction Design Review Application (Form 3). No additional fees are required for this form.]

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: _____