



Mail Original to:
Meadow Bridge Properties, LLC
242 South 64th Street West
Billings MT 59106

MEADOW BRIDGE Covenants

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Prepared For:
Meadow Bridge Properties, LLC

Date: _____

10/23/2025

Covenants

Table of Contents

Name	Page
Article 1: Purpose	2
Article 2: Land Subject to Covenants	2
Article 3: Relationship to other Documents	2
3.1 Local Land Use Regulations	2
3.2 Meadow Bridge Property Owners' Association	2
Bylaws	
3.3 Meadow Bridge Design Regulations	2
Article 4: Meadow Bridge Property Owners' Association	3
4.1 Function	3
4.2 Membership	3
4.3 Board of Directors	5
4.4 Meetings	6
4.5 Voting & Membership Interest	6
4.6 Annual & Special Assessments	6
Article 5: General Restrictions & Notices	10
5.1 General Use	10
5.2 Notice of Adjacent Agricultural Uses	12
5.3 Notice of Water Features	12
5.4 Weed Control	13
5.5 Garbage	14
5.6 Sidewalks	14
Article 6: Common Areas	15
6.1 Use	15
6.2 Control and Management	16
6.3 Maintenance	16
6.4 Maintenance Guarantee	16
Article 7: Enforcement	18
7.1 Enforcement	18
7.2 Fine Schedule	20
7.3 Dispute Resolution	20
Article 8: Term	20

Article 9: Amendments	21
Article 10: Definitions	22
Exhibit A: Legal Description	26
Exhibit B: Legal Description of Common Areas	27
Exhibit C: Greenplan	28

**DECLARATION OF COVENANTS & RESTRICTIONS
FOR MEADOW BRIDGE**

THIS DECLARATION OF PROTECTIVE COVENANTS is made this _____ day of _____, 2025, by Meadow Bridge Properties, LLC, hereinafter also referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following described property situated in Gallatin County, Montana:

See exhibits attached hereto and by this reference made a part hereof;

WHEREAS, Declarant intends to develop, sell and convey the above-described real property, hereinafter referred to as "Meadow Bridge"; and,

WHEREAS, Declarant desires to subject all of said real property, together with the lots, phases and subdivisions contained therein, to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants"; and

NOW, THEREFORE, Declarant does hereby establish, dedicate, declare, publish and impose upon the property the following Protective and Restrictive Covenants, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the property. Such Covenants shall apply to the entire property, and all improvements placed or erected thereon, unless otherwise specifically accepted herein. The Covenants shall inure to and pass with each and every parcel, tract, lot or division.

Said Covenants shall be as follows:

Article 1: Purpose

The purpose of these Covenants is to protect and enhance the Meadow Bridge neighborhood and to provide for the maintenance of shared common areas.

Article 2: Property Subject to Covenants

The land described in Exhibit "A" attached hereto shall be held, sold, conveyed, leased, encumbered, occupied and improved subject to this Declaration. The Covenants shall inure to and pass with each and every parcel, tract, lot or division.

Article 3: Relationship to other Documents**3.1 Local Land Use Regulations**

All zoning, land use regulations and other laws, rules and regulations of any governing body or agency with jurisdiction over Meadow Bridge shall be in full force and effect, including amendments thereto, in addition to these Covenants. All owners of land in Meadow Bridge shall be subject to those regulations, laws, rules and regulations. The Bozeman Unified Development Code (UDC) can be found online at www.bozeman.net.

In the event there is a conflict between the Covenants or Design Regulations and any land use regulations, the most restrictive provision shall control.

3.2 Meadow Bridge Property Owners' Association Bylaws

The procedures and processes for operations of the Meadow Bridge Property Owners' Association are outlined in a separate document entitled "Bylaws of the Meadow Bridge Property Owners' Association" which is authorized by the filing of these Covenants. The Association Bylaws have a separate provision for amendments.

3.3 Meadow Bridge Design Regulations

The procedures and processes for the Meadow Bridge Design Committee (MBDC) and for all development within Meadow Bridge are outlined in a separate document entitled "Meadow Bridge Design Regulations" (Design Regulations) which is authorized by the filing of these Covenants. The Design Regulations have a separate provision for amendments.

No residence(s), fence, wall, parking space, garage, shed, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties subject to these covenants until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location have been submitted and approved, in writing, by the

MBDC, as well as appropriate City of Bozeman review, permitting and fee payment. All plans submitted to the City of Bozeman Planning Department or Building Division must have the Meadow Bridge Design Committee Form B stamp of approval. It is the responsibility of the property owner to ensure that he/she has the most recent copy of the Design Regulations. An application shall be processed consistent with the Design Regulations that are in effect thirty (30) days prior to MBDC receipt of a complete Form A submittal.

Article 4: Meadow Bridge Property Owners' Association

4.1 Function

The Meadow Bridge Property Owners' Association, also referred to herein as the "Association" is charged with the duties and empowered with the rights set forth herein and in the Meadow Bridge Property Owners' Association Bylaws.

The Association, acting through its Board of Directors, shall have the power and authority to take such actions as shall be necessary or reasonable to care for, protect and maintain the parks, open spaces, common areas and facilities, ponds, watercourses, easements, and boundary fences; to enforce these Covenants and Design Regulations; to adopt a development review fee schedule; to collect assessments, reserves and fines; to adopt a fine schedule; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the development, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve.

4.2 Membership

The Property Owners' Association, which may be incorporated, is hereby established known as "Meadow Bridge Property Owners' Association". The Association shall elect a Board of Directors whose duties are described below and in detail in the Bylaws.

Every owner or contract purchaser of a lot or unit shall be a member of the Association, which may not be abandoned or relinquished. Membership shall be appurtenant to and may not be separate from the ownership of any lot or unit. Each Owner shall be responsible to advise the Association of the Owner's current mailing address and any changes to that address. Upon transfer of any

Meadow Bridge lot, the Owner is responsible for advising the Association of the name and address of the new Owner. The address of the Association shall be: PO Box 4240, Bozeman, Montana 59772. The address of the Association may be changed by the Board of Directors upon notice to the owners.

For the purpose of determining membership, at any meeting a person or entity shall be deemed to be a member upon the recording of a duly executed deed to that owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership. Nothing contained herein shall grant multiple owners of a single lot more than one vote per lot.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original seller on a contract, or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner. Such termination does not extinguish the lot owner's obligations until paid in full.

To ensure continued maintenance of common areas and facilities, and on-going fulfillment of all obligations no property may be removed from the property owners' association without prior approval by the city commission.

Voting and membership interest is addressed in Article 2 of the Bylaws of the Meadow Bridge Property Owners' Association.

4.3 Board of Directors

The Meadow Bridge Property Owners' Association shall elect a Board of Directors. The Board shall be comprised of no less than persons who may or may not be members of the Meadow Bridge Property Owners' Association. The Declarant or its designated representative shall have the option to be a member of the Board of Directors so long as he or she owns property in any phase of Meadow Bridge.

The Board of Directors shall have the power and responsibility of acting on behalf of the Association and its members as shall be

reasonably necessary to carry out the purposes of the Association, including but not limited to take such actions as shall be necessary or reasonable to care for, protect and maintain the parks, open spaces, common areas and facilities, ponds, watercourses, easements, and boundary fences; to enforce these Covenants; to adopt a development review fee schedule; to collect assessments, reserves and fines; to adopt a fine schedule; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the development, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve.

The Directors shall act by majority vote.

The Board of Directors shall serve for a term as set by the Bylaws and which may be modified according to the amendment procedures set forth in the Bylaws. The staggering of terms shall be accomplished as set forth in the Bylaws.

Any vacancy on the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining directors nominating a replacement director . A vacancy in any office of the Association (President, Vice President, Secretary, or Treasurer) shall be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected.

Until 100 percent of the lots in Meadow Bridge have been sold (meaning closed) or five years have passed since the recording of these Covenants, whichever is longer, the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be lot owners or members of the Association. The Declarant may relinquish this right earlier.

4.4 Meetings

The Association shall hold annual meetings. Meeting times, locations, formats and voting shall occur as specified in the Meadow Bridge Property Owners' Association Bylaws.

4.5 Voting & Membership Interest

Voting and membership interests shall be as specified in the Meadow Bridge Property Owners' Association Bylaws.

4.6 Annual & Special Assessments

The purpose of annual, special and reserve assessments levied by the Association are to promote the recreation, health, safety, convenience and welfare of the owners, including but not limited to the improvement, repair, operation, and maintenance of easements, for alley maintenance where alleys in Meadow Bridge accommodate public utility lines and other infrastructure, parks and common areas, community and park street lights, and for any other purposes, expressed or implied, in these Covenants.

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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:

- Upon the sale and conveyance of each lot or home, \$350 shall be transferred to the HOA, paid out of closing;
- Annual assessments or charges and fines as may be adopted by the Board of Directors; and
- Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual, special and reserve assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the owner of such property at the time when the assessments are due. Transfer of the lot does not relieve the owner of the obligation. Assessments shall begin to accrue upon closing on the purchase of a lot.

The following subsections address the details of assessments:

- (a) The Declarant for each lot owned by it within Meadow Bridge hereby covenants, and each Owner of any lot by acceptance of a purchase and sale agreement, deed or lease therefore, whether or not it shall be so expressed in any such deed, lease or any other conveyance, shall be deemed to covenant and agree to pay to the Association the Owner's proportionate share of assessments established and collected from time to time as hereinafter provided.

- (b) Each lot owner or member will be assessed one share.

Zone	Assessment(s)
Single Household Lot (w/ or w/o ADU)	1 share

Assessments to Owners will commence immediately after the transfer of title from the Declarant to the Owner. No assessments will be levied against vacant lots owned by the Declarant. The Board shall have the right to determine and refine the specifics and timing of assessments within the parameters of the preceding statements.

- (c) At least 30 days prior to the commencement of each fiscal year, the Board shall fix the amount of the assessment for such fiscal year and shall, at that time, prepare a roster of the lots and assessments applicable thereto. Written notice of the assessment shall be sent to every Owner subject thereto.
- (d) The assessments levied by the Board on behalf of the Association shall be used exclusively for the purpose of financing the Association functions and duties.
- (e) If at any time and from time to time during any fiscal year, the assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy which shall be assessed to the Owners in the manner set forth herein.
- (f) In addition to the assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year and/or a reserve assessment to build funds over a term of years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the parks, open space, road surfacing and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who vote in person or by proxy at a meeting duly called for this purpose.

- (g) The Board shall also levy an assessment against any Owner, as a direct result of whose acts or failure or refusal to act or otherwise to comply with the Meadow Bridge Covenants for monies expended by the Association in performing its functions under Meadow Bridge Covenants and Board Bylaws. Such assessment shall be in the amount so expended and shall be due and payable to the Association when levied. Monies so expended shall include, without limitation, reasonable engineers', architects', attorneys' and accountants' fees incurred by the Association.
- (h) Each assessment shall be a separate, distinct and personal debt and obligation of the Owner against who it is assessed, and each Owner by acceptance of a purchase and sale agreement, deed or lease, shall be deemed to covenant and agree to pay the same to the Association. If the Owner does not pay such assessment or any installment thereof when due, the Owner shall be deemed in default and the amount of the assessment not paid, together with the amount of any subsequent default, plus the maximum interest per annum established by law and costs, including reasonable attorney's fees, shall be and become a lien upon the lot of such Owner upon recordation by the Association of a notice of default. The Association assessment lien may be foreclosed through suit by the Association in like manner as a mortgage of real property, and the Association shall have power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the lot. A suit to recover a money judgment of unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.
- (i) The parks and open space as defined herein and such portions of Meadow Bridge as may be conveyed or dedicated to and accepted by a municipality, public utility, State of Montana, the County of Gallatin shall be exempt from assessments.
- (j) When requested by an Owner, the Association shall execute a certificate stating the indebtedness secured by the Association lien upon the lot of the Owner, and such certificate shall be conclusive upon the Association and the Owners in favor of such persons who rely therein in good faith as to the amount of

such indebtedness as of the date of the certificate. The Association shall be entitled to a reasonable fee as a condition to issuing the certificate.

Article 5: General Restrictions & Notices

5.1 General Use Restrictions

The following general use restrictions shall apply to Meadow Bridge:

- (a) No residence(s), fence, wall, parking space, garage, shed, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location have been submitted and approved, in writing, by the MBDC, as well as appropriate City of Bozeman review, permitting and fee payment.
- (b) Each building or other structure shall be constructed, erected and maintained in strict accordance with the plans and specifications approved by the MBDC.
- (c) All lots within Meadow Bridge are restricted to two dwelling units. This can take the form of a Duplex (attached housing) or a single household and an ADU. All projects must meet all the rules of the City of Bozeman's Unified Development Code and the MBDC.
- (d) No livestock of any kind shall be raised, bred, or kept on any land in the subdivision, except that a reasonable number of cats, dogs or other common household pets may be kept; provided, however that they are not kept, bred or maintained for any commercial purpose. Exterior dog kennels are strongly discouraged. If provided, kennels must be in an inconspicuous location and screened from neighbor's property.
- (e) All pets shall be on a leash at all times when off the owner's property. All pets must be restrained and controlled when near ponds, creeks, in open space, in parks or on the trail system.

- (f) 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.
- (g) With ongoing construction and permanent residents occupying finished projects, it is imperative to keep construction materials covered and/or tied down, and debris and trash contained until properly disposed of. Violations will be subject to cleanup fees and/or fines of as set by Board of Directors per occurrence.
- (h) No building materials, trash, gravel, excess soils, job trailers, or dumpsters are allowed to obstruct the public rights-of-way unless necessary permits are obtained from the City of Bozeman Engineering Office and the required barricades/safety markers are in place. Violations will be subject to fines set by the Board of Directors and the City of Bozeman on a per occurrence basis.
- (i) No snowmobiles, recreational ATVs, or trail bikes shall be operated within the Meadow Bridge Subdivision. ATVs used on an owner's property for the purpose of snow removal are acceptable.
- (j) Recreational vehicles, power boats, trailers, snowmobiles, and other rolling equipment other than automobiles and pick up trucks shall not be stored in open view on any residential lot, driveway, or road. Parked cars shall not obstruct pedestrian traffic. Vehicles parked in violation of these Covenants will be notified by means of a verbal notice to the vehicle owner or verbal notice to the lot owner, or by written notice from the MBDC or the Board of Directors stating that the vehicle is in violation of these Covenants and requesting immediate removal of the vehicle. If the violation is not corrected within twenty-four (24) hours of notification, the MBDC or the Board of Directors may cause the vehicle to be towed and impounded at the expense of the vehicle's owner. The Board of Directors or Meadow Bridge Property Owners' Association agent may cause a vehicle to be towed immediately without notification if the MBDC or the Board of Directors determines the vehicle impedes emergency vehicles or, in any way, represents a threat to health and safety.

- (k) The Owners, Declarant and Association are hereby prohibited and precluded from engaging in any activity that would affect or impact any downstream water user facilities and irrigation ditches for downstream water rights.
- (l) All properties and existing waterways are subject to City of Bozeman applicable ordinances pertaining to watercourse setbacks.
- (m) There is "No Parking" along Blackwood Road. See Final plat for additional information.
- (n) 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.
- (o) No signs shall be erected on the property or lot thereof, except to identify the owner of the property. Typical "For Sale" signs shall be allowed during the sale of a lot.
- (p) There are reserved, as shown in the plat and as may otherwise be reserved, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities, including, but not limited to, those providing gas, communication and electrical power. Fencing, hedges and other items allowed by the Covenants may be placed along and in the easements, with permission from the City of Bozeman Engineering Division, as long as the intended use of such easements are not prevented.
- (q) In the event any of the public elements (sidewalks, street curb and gutter, asphalt, landscaping or similar) are damaged during home construction, it is the property owners responsibility to ensure those elements are properly replaced/fixed.

5.2 Notice of Adjacent Agricultural Uses

Property owners and residents of Meadow Bridge are informed that adjacent uses may be agricultural. Lot and unit owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors and noise, smoke, flies, and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays and the use of machinery early in the morning and sometimes late into the evening. Existing agricultural fences shall be maintained and protected during construction. All new fences bordering agricultural lands shall be maintained by the property owners in accordance with state law.

5.3 Notice of Water Features

- (a) Notice: Each owner of property within Meadow Bridge, as individuals and as members of the Association, acknowledges the presence of water features within the subdivision. Each owner of property within Meadow Bridge, as individuals and as members of the Association, acknowledges that water could pose a danger to humans, animal life and property. By this acknowledgment, each owner of property within Meadow Bridge, as individuals and as members of the Association assumes the normal and ordinary consequences of their actions when in, next to or in the vicinity of water features within Meadow Bridge.
- (b) Hold Harmless: Each owner of property within Meadow Bridge, as individuals, agrees by acceptance of this covenant to hold harmless Meadow Bridge, LLC, its officers and directors, and successors in interest, the Property Owners' Association, adjacent property owners, and any applicable Canal Company and its successors in interest for any water related injury to persons, property and animals and damage due to acts of God and nature, including but not limited to a flood from the canal and other water features resulting from circumstances beyond the control of the parties listed herein.
- (c) Insurance: Each owner of property within Meadow Bridge acknowledges that it is advisable to seek insurance to protect the owner's property in the case of a water event relating to the water features.

5.4 Weed Control

The control of noxious weeds by the Property Owner's Association on those areas for which the Association is responsible (right(s)-of-

way, easement(s), parks, and any other common areas) and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District.

The control of Noxious Weeds is the responsibility of the Property Owner whether the lot is improved or unimproved, and shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153 as amended) and the rules, regulations and management Plans of the Gallatin County Weed Control District.

The Property Owner shall be responsible for the control of state and county-declared noxious weeds on his or her lot, and the Subdivision Road right-of-way and/or road easement(s) adjoining their property. In the event a Property Owner does not control the noxious weeds, after 10 days notice from the Property Owners Association, the Association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.

Nothing herein shall require or obligate the Gallatin County Weed District to undertake any management or enforcement on behalf of the Property Owners Association or Property Owners that is not otherwise required by law, or the rules, regulations, and management Plans of the Gallatin County Weed District.

5.5 Garbage

Property owners and residents of the neighborhood are informed that all garbage must be promptly removed from the subdivision, including lots. 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 out-of-use vehicles, parts, metals, lumber, debris or other waste shall be allowed to accumulate on any lot or originate from any lot during construction. All garbage and trash requirements of the City of Bozeman shall be observed. Garbage containers shall be kept in the garage or other enclosures except on garbage pick-up day. Each lot owner shall maintain the alley right-of-way adjacent to the owner's property. Such maintenance shall include, but not be limited to, picking up

and appropriately disposing of debris and garbage, mowing and trimming of the alley right-of-way.

All construction dumpsters must be protected from wind. Owners with unsecured dumpsters or building materials will be subject to fines.

In the event an owner shall not control waste on or coming from their property, the Association, after ten (10) days written notice to an owner to control the same, may cause the waste to be controlled or collected, and will assess the lot owner for the costs thereof and or fined.

Refuse within the parks and open space will be collected by a service retained by the Association or City of Bozeman.

5.6 Sidewalks

All lot owners are required to install city standard concrete sidewalks, along all lot street frontages, at the time of construction (prior to occupancy) or within one year of final plat approval, whichever occurs first.

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.

The Declarant will install sidewalks and required boulevard improvements along parks, open spaces and roads as required with the Final Plat.

The Association shall be responsible for maintenance of the sidewalks and pathways located on and adjacent to parks and open space. Maintenance shall include, but not be limited to snow and ice removal.

5.7 Stormwater Maintenance

The Meadow Bridge Property Owners' Association shall be responsible for the maintenance of the stormwater management facilities located outside of the public rights-of-way. The Plan is attached hereto and incorporated herein.

Article 6: Common Areas

6.1 Use

Each property or unit owner has the right to use and enjoy the common properties or facilities. No property owner shall have the right to occupy or possess any of the open space and common area by reason of owning a lot in Meadow Bridge. No Owner, guest or invitee may use or occupy the common area, trails, roads, open space, parking area or any lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other owner, guest or invitee. General use restrictions are listed in Article 5. In addition to the other restrictions stated herein, no motorcycles, snowmobiles or similar means of transportation are permitted in parks or common areas. Motorized vehicles are allowed exclusively for snow removal.

Violations shall be enforced as provided for in Article 7 of these Covenants.

The Open Space within Meadow Bridge as designated on a final plat or approved site plan shall be preserved in perpetuity. Open space shown on the approved final plan or plat shall not be used for the construction of any structures not shown or approved in the final parks plan. The Board, among its other duties, shall establish assessments for the taxes, insurance, and maintenance of all open spaces, parks, trails, roads, medians and easements.

6.2 Control and Management

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

6.3 Maintenance

The property owners shall be responsible for the maintenance of all stormwater management facilities located outside of the public right-of-way in accordance with the approved Management plan attached to these covenants.

Parks and open space (including stormwater facilities) shall be maintained as specified in the Meadow Bridge Parks Master Plan.

The Association shall be responsible for liability insurance, local taxes and maintenance of recreation and other facilities in the common

space areas. The assessments levied by the Board for the maintenance, upkeep, repair and operation of common areas like all other assessments, become a lien on each lot within Meadow Bridge. The Board may, in its discretion, adjust the assessments to meet the changing needs of the community and the areas serving the community.

The Association shall enter into an annual contract with a certified landscape nursery person for upkeep and maintenance. The Association shall also be responsible for the maintenance of all common properties, paths and trails, facilities, centers, and adjacent sidewalks and/or landscaping in street boulevards.

The Declarant will be responsible for maintaining pathways and open space until 50 percent of the lots are sold. At such time, the Association will take over maintenance.

6.4 Maintenance Guarantee

In the event the organization or any successor organization established to own and maintain commonly owned open spaces, recreational areas, facilities, private streets, and parking lots common areas and facilities, shall at any time fail to maintain the common areas or facilities in reasonable order and condition in accordance with the approved plan, the City Commission may cause written notice to be served upon such organization or upon the owners of property in the development. The written notice shall set forth the manner in which the common areas or facilities have failed to be maintained in reasonable condition. In addition, the notice shall include the demand that the deficiencies noted be cured within thirty days thereafter and shall state the date and place of a hearing to be held within fourteen days of the notice. At the time of hearing, the City Commission may modify the terms of the original notice as to deficiencies and may extend the time within which the same may be cured. If the deficiencies set forth in the original notice or modifications are not cured within the time set, the City may enter upon such common facilities and maintain the same for a period of one year, in order to preserve the taxable values of properties within the development and to prevent the common facilities from becoming a public nuisance. Such entry and maintenance shall not vest in the public any right to use the common facilities not dedicated to public use. Before the one year period expires, the Commission shall, upon its own initiative or upon written request of the organization theretofore responsible for maintenance, call a public hearing and give notice of such hearing

to the organization responsible for maintenance or the property owners of the development. At the hearing, the organization responsible for maintenance and/or the residents of the development may show cause why maintenance by the City should not be continued for a succeeding year. If the City Commission determines that it is not necessary for the City to continue such maintenance, the City shall cease such maintenance at the time established by the City Commission. Otherwise the City shall continue maintenance for the next succeeding year subject to a similar hearing and determination at the end of each year thereafter.

- (a) The cost of maintenance by the City shall be a lien against the common facilities of the development and the private properties within the development. The City Commission shall have the right to make assessments against properties in the development on the same basis that the organization responsible for maintenance of the facilities could make such assessments. Any unpaid assessment shall be a lien against the property responsible for the same, enforceable the same as a mortgage against such property. The City may further foreclose its lien on the common facility by certifying the same to the County Treasurer for collection as in the case of collection of general property taxes.
- (b) Should the Association request that the City assume permanent responsibility for maintenance of facilities, all facilities shall be brought to City standards prior to the City assuming responsibility. The assumption of responsibility must be by action of the City Commission and all costs to bring facilities to City standards shall be the responsibility of the property owners' association. The City may create special financing mechanisms so that those properties within the area affected by the property owners' association continue to bear the costs of maintenance.
- (c) These common areas and facilities shall include but are not limited to commonly owned open spaces, recreational areas, facilities, private streets and parking lots. These common areas and facilities shall also include but are not limited to public parks, squares, open space, recreation areas, trails, as well as any public streets, avenues and alleys not accepted by the City for maintenance.

- (d) The City shall assume permanent responsibility for maintenance of public areas and facilities when a dedicated funding mechanism is adopted.

Article 7: Disputes, Enforcement, & Fines

7.1 Enforcement

Each Owner grants to Declarant and reserves to Declarant and the Association, a lien upon the lot of the Owner to secure the faithful performance by the Owner of the requirements and restrictions contained in these Covenants and in the Design Regulations and Bylaws. If any Owner shall fail to comply with these Covenants, the Design Regulations, or the Bylaws within ten (10) days after Declarant or the Association shall have deposited in the United States postal system a notice to the Owner of the failure to comply, Declarant or the Association shall have the right to cause the necessary work to be done and to have a lien upon the land of the non-complying Owner for the reasonable cost of such work plus an additional amount equal to ten (10) percent of the cost of such work.

If within thirty (30) days the non-complying Owner does not pay to Declarant or the Association the sum secured by the lien, then Declarant or the Association may foreclose the lien in compliance with the foreclosure laws of the State of Montana for the aggregate of (I) the reasonable cost of such work (II) a sum equal to ten (10) percent of such work, and (III) all cost incurred by Declarant in foreclosing the lien, including a reasonable attorney's fee. Declarant or the Association is in no way precluded from seeking any remedy available to Declarant or the Association pursuant to the laws of Montana, including but not limited to immediate, temporary and permanent injunctive relief.

Enforcement of these Covenants by the Declarant, MBDC, Board of Directors, Owner or any party having standing, shall include for the party seeking enforcement and prevailing in such enforcement, an award of costs, fees and reasonable attorney's fees.

Should any lawsuit or other legal proceeding be instituted by the Association or an owner against an owner alleged to have violated one or more of the provisions of these Covenants and should the Association or owner enforcing the provisions of the Covenants be wholly or partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding,

including reasonable attorney's fees for all time associated with the action.

The failure of Declarant, the Association or an owner, to enforce any Covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver or approval of a variance of a Covenant provision by the Board of Directors or the Meadow Bridge Design Committee, or non-action of the Association 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.

Invalidation of any one of these Covenants, Design Regulations, or Bylaws by judgment or by Court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

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

7.2 Fine Schedule

For any Violation of the terms, conditions, restrictions and protections contained within the Covenants, and upon written complaint signed by the author.

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

Failure to pay the fine when due shall subject the Owner to interest on the unpaid portion of the fine at a rate of not less than ten (10) percent per annum and not to exceed the statutory maximum interest per annum, as decided by the Board of Directors. Said rate shall be determined by the Board of Directors.

In addition to the fine schedule set forth above, the Homeowner's Association may assess fines of up to \$50,000.00 (note that this is in addition to the terms outlined for unfinished structures) against any Owner who constructs, remodels or modifies a structure without written approval from the MBDC.

7.3 Dispute Resolution

If a dispute still exists after all proper procedures outlined in this document and in the Design Regulations have been exhausted, mediation should be the next step in dispute resolution before any lawsuits are filed.

Article 8: Term

All the limitations, conditions, and restrictions contained in these Covenants of Meadow Bridge shall run with the land and shall be binding on all parties and persons claiming under them for a 10 year period beginning at the date of filing of this document, at which time the same shall be automatically extended for successive periods of 10 years, unless the record Owners of lots then within Meadow Bridge having not less than three-fourths (3/4) of the total votes record an instrument terminating the Meadow Bridge Covenants within one (1) year prior to the commencement of any such period. Any such termination shall take effect upon expiration of the period during which it is given. Prior to the expiration of these Covenants, the Association may vote, pursuant to the provisions allowing amendment hereto, to extend these Covenants.

Article 9: Amendments

Any covenant which is required as a condition of the preliminary plat approval and required by the City Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in the Covenants, and the City Commission.

The Meadow Bridge Covenants, may, at any time, be amended or replaced upon the happening of all the following events:

- A. The vote of Owners having not less than two-thirds (2/3) of the total votes within Meadow Bridge at a meeting of the Association duly held. The notice of the meeting shall state that the purpose of the meeting is to consider the amendment or repeal of the Meadow Bridge Covenants, giving the substance of any proposed amendments or indicating the provisions to be repealed, as the case may be; and
- B. The recordation of a certificate of the Secretary of the Association setting forth in full the amendment or amendments to the Meadow Bridge Covenants so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by vote of the Owners pursuant these Covenants.
- C. The President or Vice-President shall execute and record the amendment, change or addition with the Clerk and Recorder of Gallatin County, Montana.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. No improvements that were constructed and approved in accordance with the Covenants shall be required to be changed because such standards are thereafter amended. All lots within all phases of Meadow Bridge shall be required to adhere to these Covenants.

Article 10: Definitions

The words and terms used in this document shall be defined as in the latest edition of the City of Bozeman Unified Development Ordinance unless defined below. If not defined below or in the Unified Development Ordinance, words and terms shall have their customary dictionary definitions.

- **Architect** shall mean a person registered to practice architecture in the State of Montana.
- **Association** shall mean the Meadow Bridge Property Owners' Association, and its successors and assigns which shall serve and may be referred to as the Homeowners' Association. The Association may be incorporated as a Montana nonprofit corporation, with its members as the lot owners.
- **Board** shall mean the Board of Directors of the Association. (Also see "Directors" definition below.)
- **Bylaws** shall mean the bylaws of the Association.
- **Meadow Bridge Design Committee**, also referred to as MBDC, shall consist of the Design Liaison (from the Board of Directors), an at-large member of the Association appointed by the Board of Directors and an architect or urban planner. The MBDC has the right to exercise control over all construction in the Meadow Bridge Subdivision. The architect/urban planner member of the committee shall conduct all design reviews (Form A, Form B & Form C) and inspections (Form D) with consultation, as desired or necessary, from the other members of the MBDC.
- **Meadow Bridge** shall include all land described in Exhibit "A." The Declarant may annex additional property and phases to Meadow Bridge as specified in this document.
- **Contract purchaser** shall mean a person buying a lot pursuant to a contract for deed, Montana Trust Indenture or mortgage.
- **Declarant** shall mean MEADOW BRIDGE, LLC or such other person entity or corporation who MEADOW BRIDGE, LLC may be, by a recorded document, designated as the Declarant.
- **Development** shall mean any building, construction, renovation, fence, wall, parking space, garage, shed, outbuilding or material change in the use or appearance of structures or land. Development includes significant landscape changes.
- **Directors** shall mean the Board of Directors of the Association, comprised of three members of the Meadow Bridge Property Owners' Association. The Declarant shall have the option to be a member of the Board of Directors so long as he or she owns

property in any phase of Meadow Bridge. Directors shall be elected at the annual meeting by a simple majority of the members of the Association. Power and Duties of the Board of Directors.

- **Lot** shall mean and refer to only that land so divided into a lot, tract or parcel that is (a) described in Exhibit "A" and (b) designated by the Declarant for residential use. The term lot does not include any portion of the Parks or open space.
- **Member** shall mean any owner or lot owner. Each member or owner agrees to abide and be bound by these Covenants, the Articles of Incorporation, Design Regulations, Bylaws and the Resolutions of the Property Owners' Association, if any.
- **Open space** means those areas set aside for the use of all of the owners and the public, including roads, trails, easements, parks, open spaces, and medians. The terms "open space" and "common area" or "common open space" are used interchangeably.
- **Owner** also referred to as lot owner, member and homeowner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to or leasehold interest in any land which is a part of Meadow Bridge, including contract purchasers, but excluding those having such interest merely as security of the performance of an obligation.
- **Parks** shall mean all land and interest therein which has or may be conveyed to the Association or City of Bozeman, including but not limited to all lands identified as common open space, trails, public park, park, private open space, and detention / retention ponds as delineated on the final plat. The word park when used herein in the singular form may be referring a portion of the total parks delineated on the final plats of Meadow Bridge Subdivision. Any portion of the designated parks not specifically designated as common open space may be transferred to an appropriate organization subject to the restriction governing the maintenance and improvements of parks contained herein. Common open space, including the detention / retention ponds, shall remain in the ownership and control of the Association. Parks shall be maintained and improved consistent with the provisions of these Covenants governing maintenance of parks and improvements of parks. All Parks are hereby declared to be dedicated to be public use and available for the use and enjoyment of the public.

- **Properties** and "lots" shall mean all of the real property herein described and subsequently surveyed and platted into lots as Meadow Bridge 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.
- **UDC** shall mean the current City of Bozeman Unified Development Code or other current land use regulations as adopted by the City of Bozeman.

[signatures to follow]

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this
24TH day of OCTOBER, 2025.

DECLARANT:

Heidi Hill
Meadow Bridge Properties, LLC
Title: MEMBER

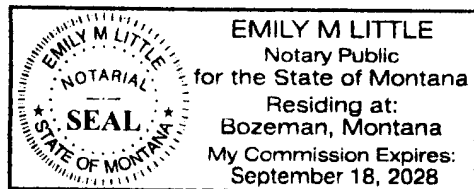
STATE OF MONTANA)

:SS

County of GALLATIN)

On this 24 day of OCTOBER, 2025, before me, a Notary
Public of the State of MONTANA, personally appeared
DEREK WILLIAMS known to me to be the person described in and
who executed the foregoing instrument as
MEMBER of Meadow Bridge Properties, LLC whose
name is subscribed to the within instrument and acknowledged to me
he/she executed the same for and on behalf of Meadow Bridge Properties, LLC.

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



Emily M Little
Printed Name: EMILY M LITTLE
NOTARY PUBLIC for the State of: MONTANA
Residing at: BOZEMAN, MT 59718
Commission expires 2028 (use 4 digits)

Exhibit A: Legal Description of Subdivision

Property described in the Gallatin County Treasurer's Office Under Tax Sale Certificate No. 783A and Tax Code Parcel No. RGG9205 as follows:

Certificate of Survey No. 2286, located in Section 23, Township 2 South, Range 5 East, P.M.M., Gallatin County, State of Montana,

EXCEPTING THEREFROM:

Meadow Creek Subdivision Phase I, situated in portions of the SW1/4NE1/4, SE1/4SW1/4 and W1/2SE1/4 of Section 23, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. (Plat Reference J-453).



May 2025

Project No. Boz_05021.28

STORM DRAINAGE FACILITY MAINTENANCE PLAN

FOR

MEADOW BRIDGE SUBDIVISION

BOZEMAN, MONTANA

OVERVIEW NARRATIVE

The purpose of this maintenance plan is to outline the necessary details related to ownership, responsibility, and cleaning schedule for the storm drainage facilities for Meadow Bridge Subdivision. This plan has been completed in accordance with *The City of Bozeman Design Standards and Specifications Policy*, dated October 2024. The site stormwater improvements have been designed with the intent to meet the current City of Bozeman drainage regulations for the entire site to the extent feasible.

Specific site information and criteria are described below:

I. Ownership of Facilities

Meadow Bridge Properties, LLC

Until a homeowner's association (HOA) for the Meadow Bridge Subdivision is established, Meadow Bridge Properties, LLC will own the proposed surface ponds. Once an HOA for the subdivision has been established, the HOA will be the responsible party for the stormwater pond maintenance.

II. Inspection Thresholds for Cleaning

Dry Surface Pond

If sediment reduces pond volume by 25%, clean pond banks and bottom manually or mechanically.

Wet Surface Pond

If sediment reduces pond volume by 25%, clean pond banks and bottom manually or mechanically.

III. Cleaning

Dry Surface Pond

To clean the pond manually or mechanically and remove sediment and debris from the pond banks and bottom.

Wet Surface Pond

To clean the pond mechanically and remove sediment and debris from the pond bottom to maintain volume and deter algae growth. Harvesting of vegetation may also be desirable for nutrient removal. When removing vegetation from the pond, take care not to create or leave areas of disturbed soil susceptible to erosion. If removal of vegetation results in disturbed soils, implement proper erosion and sediment control BMPs until vegetative cover is reestablished.

Outlet Structure

To clean grate of structure, remove and dispose of debris clogging the grate. To clean the structure, use catch basin vacuum to remove sediment and debris including discharge piping.

IV. Inspection, Maintenance, and Replacement Schedule

Dry Surface Pond

Inspection: Every six (6) months and after storm events larger than 0.5 inches of precipitation

Maintenance: Remove sediment accumulation from the pond bottom, remove trash, undesirable vegetation, and noxious weeds. Repair pond area such as sidewalls due to erosion, settlement, or rodent damage.

Design Life/Replacement Schedule: 100 years

Wet Surface Pond

Inspection: Every six (6) months and after storm events larger than 0.5 inches of precipitation

Maintenance: Remove sediment accumulation from the pond bottom, remove trash, undesirable vegetation, mosquito larve, and noxious weeds. Repair pond area such as sidewalls due to erosion, settlement, or rodent damage.

Design Life/Replacement Schedule: 100 years

Outlet Structure

Inspection: Every 6 months and after storm events larger than 0.5 inches of precipitation

Maintenance: Clean grate of structure and vacuum sediment and debris out of the sump every 5 years or as needed based on inspection. Ensure discharge pipe is free of debris and sediment.

Design Life/Replacement Schedule: 50 years

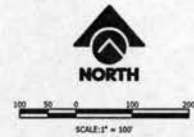
V. Responsible Party

Meadow Bridge Properties, LLC

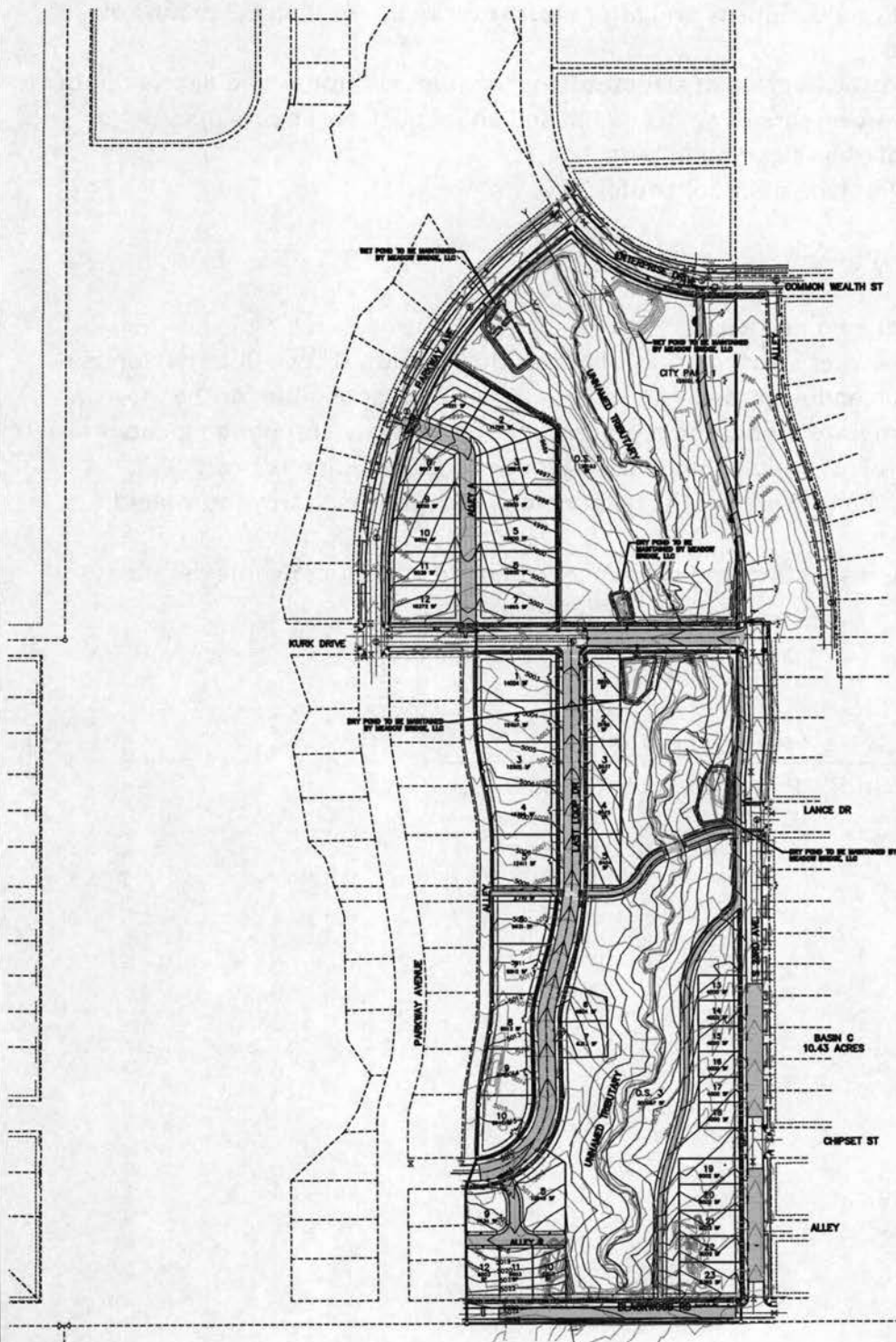
Until a homeowner's association (HOA) for the Meadow Bridge Subdivision is established, Meadow Bridge Properties, LLC will be responsible for the inspection, maintenance, and replacement of all stormwater ponds located within the project limits. Once an HOA for the subdivision has been established, the HOA will be the responsible party for the stormwater pond maintenance.

I agree to the above inspection, maintenance, and replacement schedule detailed above.

Signature:  - Member _____
Meadow Bridge Properties, LLC Representative



MAY, 2025
BOZEMAN, MONTANA



Meadow Bridge DESIGN REGULATIONS

DRAFT

January 2026

- Decks & Patios
- Windows & Solar Gain
- Doors
- Roofs
- Skylights
- Roof-Mounted Solar Panels
- Dormers
- Eaves
- Chimneys/Roof Vents
- Lighting
- Signage

6.3 Landscape

- Boulevard Plantings
- Yard Plantings
- Vegetation & Solar Gain
- Hardscapes
- Soil Preparation & Drainage
- Irrigation & Water Use
- Fertilizing
- Weed Control
- Vegetation Removal

6.4 Variations from Neighborhood Patterns

Chapter 7: Definitions

Exhibit 1: Phases 1 Legal Description

Exhibit 2: Meadow Bridge Master Site Plan

Exhibit 3: Forms (A, B, C)

Pursuant to the Declaration of Protective Covenants for Meadow Bridge ("Declaration"), on file with the Gallatin County Clerk and Recorder's Office, the Declarant Virga Venture II, LLC ("Declarant"), herein adopts the following the Meadow Bridge Architectural Design Guidelines ("Architectural Design Guidelines"):

Chapter **1** : Purpose

This Architectural Design Guidelines is intended to promote sustainable patterns of development that will encourage people to connect and interact as part of the Meadow Bridge neighborhood and adjacent neighborhoods. The standards within this document provide a framework for design and construction that will allow each project to contribute to the neighborhood and to the long-term goal of complimenting and enhancing the overall Bozeman community. The architectural and landscape elements of site design are integral to the overall desired neighborhood patterns.

Rather than dictate specific design styles, the standards are provided to ensure well designed and detailed, compatible buildings with clear order and comprehensive composition.

The goal is to strike a balance between neighborhood harmony and creativity. Good design can be difficult to articulate and quantify. The design process requires a complex combination of analysis and decision making. Many aspects are broadly addressed in this document. These guidelines are not all inclusive and allow for some interpretation necessary for unique programs and conditions, all with an eye toward quality and a well-designed neighborhood. This document encourages design diversity and contemporary design while providing certain guidance to ensure high standards of design and longevity in property values. Each project should not simply be an exact copy of another building. The fact that a given style or feature of building already exists does not guarantee that it will be approved for construction again.

Exceptions to these Architectural Design Guidelines may be granted only based on architectural merit as determined by the Meadow Bridge Design Committee ("MBDC") and outlined in Section 6.5. The MBDC evaluates all project proposals on the basis of these Design Guidelines. Some of the guidelines are written as broad standards, and the interpretation of these standards and/or departure is at the discretion of the MBDC. When using discretion, the DRB shall implement the "intent" of the Design Guidelines and consider the alternatives based on design merit and overall design composition. The MBDC is not authorized to grant any exceptions to local land use regulations unless explicitly authorized by the appropriate review agency or agencies.

Chapter **2** : Properties and Projects Subject to Architectural Design Guidelines

The Architectural Design Guidelines shall inure to and pass with each parcel, tract, lot, or division in Meadow Bridge Subdivision.

Unless specifically excluded, this Architectural Design Guidelines shall apply to the entire Meadow Bridge Subdivision (as described in Exhibits 1, 2, 3 & 4), any property annexed to Meadow Bridge Subdivision, and all improvements.

No improvements shall be made, erected, altered or permitted to remain upon any Lot until (1) the proper Form(s) is/are submitted, (2) any other information required or requested by the MBDC is submitted, (3) all fees are fully paid, (4) all required Forms are approved in writing by the MBDC, and (5) any applicable City of Bozeman review or permitting and/or fee payment(s) has been completed.

“Improvement” shall be construed broadly and includes, but is not limited to, a residence, fence, wall, garage, outbuilding, other structure, or landscaping.

3 Chapter 3: Relationship to other Documents

3.1 Local Land Use Regulations & Building Codes

It is the responsibility of the Owner to ensure that all proposed construction shall comply with all laws, rules, and regulations including, but not limited to local Land Use Regulations and the International Building Code as well as other applicable plumbing, electrical, or building codes in effect for the City of Bozeman. The Declaration and Bylaws, if any, also apply to all Lots within the Meadow Bridge Subdivision.

All improvements must comply with applicable building codes, land use regulations, and all other laws, rules and regulations of any government or agency under whose jurisdiction the land lies. Local land use regulations can be found online at www.bozeman.net.

Some provision of the Design manual may be more restrictive, or less restrictive than local land use regulations as a part of the overall Meadow Bridge Subdivision. Where these design guidelines are silent on a particular or specific development standard, the standards of the Bozeman Municipal Code currently in effect shall apply. In instances when there are inconsistencies between the other regulations and the design guidelines, the stringent standard applies.

3.2 The Declaration of Protective Covenants and Bylaws for Meadow Bridge

All Lots in Meadow Bridge Subdivision are also subject to The Declaration of Protective Covenants for Meadow Bridge (“Declaration”), which are on file at the Gallatin County Clerk & Recorder’s Office, and Bylaws.

4 Chapter 4: Meadow Bridge Design Committee

A Committee is hereby established known as the Meadow Bridge Design Committee (“MBDC”).

4.1 Function

The function and purpose of the MBDC is to review applications, plans, specifications, materials, samples, and location to determine if the proposed construction conforms to the Declaration and the Architectural Design Guidelines.

4.2 Membership

4.2.1 Before the Transfer Date, the Declarant may appoint a Design Committee composed of up to three persons. The persons are not required to be Owners or Members of the Association. The persons may serve on the Design Committee until he or she resigns or is replaced by the Declarant, whichever occurs first. If no persons are on the Design Committee, then the Board of Directors shall act as the Design Committee.

4.2.2 After the transfer date, the Board of Directors may appoint a Design Committee composed of up to three persons. The persons are not required to be Owners or Members of the Association. The persons may serve on the Design Committee until he or she resigns or is replaced by the Board of Directors, whichever occurs first. If no persons are on the Design Committee, then the Board of Directors shall act as the Design Committee.

4.2.3 The Board of Directors may also engage engineers or other advisors or consultants in the design review process, as necessary.

4.3 Enforcement Powers

Should any Owner violate or threaten to violate any part of this Architectural Design Guidelines, the MBDC may attempt to work with the Owner to have the Owner cure the violation in a timely manner, and/or refer the violation or threatened violation to the Board of Directors. Among any other remedy set forth in the Declaration, the Board of Directors has the right to injunctive relief, which requires the Owner to stop, remove, and/or alter any improvements in a manner that complies with the standards established by the MBDC.

4.4 Limitation of Responsibilities

The primary goal of the MBDC is to review the Review Applications and the plans, specifications, materials, samples, and location to determine if the proposed construction conforms to the Declaration and the Architectural Design Guidelines. The MBDC does not assume responsibility for the following:

- The structural adequacy, capacity, or safety features of the proposed construction or improvement.
- Soil erosion, ground water levels, non-compatible or unstable soil conditions.
- Compliance with any or all building codes, safety requirements, and governmental laws, regulation, or ordinances.

Chapter 5 : Design Review Process

5.1 General

5.1.1 Approval Required to Commence Construction. No improvements shall be made, erected, altered or permitted to remain upon on any Lot until the Owner submits the proper Form to the MBDC and the Form is approved in writing by the MBDC. An alternative the Design Review process based on timing and volume is allowed for the developer of Meadow Bridge.

5.1.2 MBDC Discretion. The MBDC has complete discretion to approve, conditionally approve, or deny a Form. At the least, the construction, installation, or alteration shall comply with the Declaration and Architectural Design Guidelines¹; be in harmony with the external design, location, and topography of the surrounding Lots and Meadow Bridge Subdivision; and not be placed on or under any part of said Lot within the common areas and easements reserved as indicated on Exhibit "A," or the common areas and easements reserved and created in the Declaration, except as approved by the MBDC.

5.1.3 Information Required. No Form will be deemed submitted until all information required by the Architectural Design Guidelines and requested by the MBDC, and all fees are provided. Incomplete applications may be returned and are subject to a re-submittal fee.

5.1.4 Submitting Forms. To submit for design review, please email, share a Dropbox link or WeTransfer your application form and associated documents to the following address:

Meadow Bridge Design Committee

c/o Intrinsik Architecture, Inc.
106 East Babcock, Suite 1A
Bozeman, Montana 59715

Submittals must be labeled with "Meadow Bridge Design Committee" and specific project title and address. Forms A, B, and C, as may be amended from time to time, may be requested from the MBDC or may be downloaded from the website at www.Meadowbridge.com. Submittals must be under 25 MBs or separated into individual files less than 25 MB.

5.1.5 After the Review. Following MBDC review, the Owner will be notified as to whether the application has been approved, conditionally approved, or denied.

5.1.6 Withdrawing Application. An Owner may withdraw an application without prejudice, provided the request for withdrawal is made in writing to the MBDC.

¹ The MBDC evaluates all project proposals on the basis of the Meadow Bridge Architectural Design Guidelines. Some guidelines are written as broad standards, and the interpretation of these standards and/or departure is left to the discretion of the DRB. When using discretion, the DRB shall implement the "intent" of the Design Guidelines and consider the alternatives based on design merit and overall design composition.

5.1.7 Departures. Any request for any departure must be made in writing to the MBDC. Any departure granted shall be considered unique and will not set any precedent for future decisions. Departure requests are subject to Section 6.5.

5.1.8 Request for Hearing. If an application is conditionally approved or denied, the Owner may request a hearing before the MBDC to justify the Owner's position. The MBDC will consider the arguments and facts presented by the Owner and notify the Owner of its decision.

5.1.9 Event of Inaction. If the MBDC does not act on or respond to a Form within forty-five (45) days after receiving the Form, the Form shall be deemed denied.

5.2 Informal Advice

Prior to beginning the design process, it is recommended that Owners and their designated representatives (such as architects, contractors, etc.) contact the MBDC to verify their interpretation of this Architectural Design Guidelines. Owners or their designated representatives may, at their option, request a meeting with the MBDC to discuss the preliminary plans prior to a full Form A (Sketch Design Review) submittal.

Fee*	Required Documents	Required Submittal Materials (1 digital PDF copy)	Schematic Drawing Checklist
None (except as noted below)	None	Conceptual plans appropriate for informal discussion	N/A

*Note: Additional meetings and/or reviews requested by the Owner and as determined by the MBDC to be above and beyond the standard review process are subject to hourly fees in addition to the Design Review fee and must be paid prior to issuance of approval.

5.3 FORM A (Required) Sketch Design Review

The Sketch Design Review checks designs for general interpretations of the overall Declaration and Architectural Design Guidelines. Form A includes a statement of Acknowledgement. The Lot Owner and/or its designated representative shall take all necessary steps to ensure that they and their employees, subcontractors, agents, suppliers, and others involved in the development of the Lot are familiar with and agree to abide by the Declaration, Architectural Design Guidelines, and approved plans.

Note that Form A review must be completed before Form B review can begin.

If a Form B application is not submitted within twelve (12) months of Form A review (based on the date of the letter from the MBDC approving or conditionally approving the plans) or if the design changes considerably (as determined by the MBDC in the MBDC's sole discretion), a new full Form A submittal will be required.

Fee*	Required Documents (1 digital PDF copy)	Required Submittal Materials (1 digital PDF copy)	Schematic Drawing Checklist
\$1,200 – Single Household \$1,500 More than Single Household	Form A (must be signed)	Site Plan (1/16" or 1/8" scale)	North Arrow Property/Setback Lines Easements Sidewalks; Building Footprints; Porches, Stairs, etc; Overhangs (as dashed lines) Parking and recreation areas (where applicable)
		Landscape Plan (1/16" or 1/8" scale)	Schematic Site & Boulevard Landscaping
		Floor Plans (1/8" scale or larger)	Room Use Windows & Doors Overhangs Dimensions Gross SF
		Elevations (1/8" scale or larger)	Porches, balconies Doors, windows Materials specified Overall Height (from average grade) Roof Pitches

*Notes:

- 1) Fee covers Form A & B; if project does not progress past Form A, a \$250 refund will be provided upon request of the owner.
- 2) Additional meetings and/or reviews requested by the Owner and as determined by the MBDC to be above and beyond the standard review process are subject to hourly fees in addition to the Design Review fee and must be paid prior to issuance of approval.
- 3) Incomplete applications may be returned and are subject to a \$100 penalty.

5.4 Form B (Required) Construction Design Review:

The Construction Design Review checks the construction documents for general compliance with the Declaration and Architectural Design Guidelines and verifies that the previous MBDC recommendations have been addressed. Conformity to applicable local regulations and building codes, as well as obtaining appropriate permits is the responsibility of the Owner and/or the Owner's architect and/or builder.

If a Form B application is not submitted within twelve (12) months of Form A review (based on the date of the letter from the MBDC) or if the design changes considerably (as determined by the MBDC in its sole discretion), a new full Form A submittal will be required.

Fee*	Required Documents (1 digital PDF copy)	Required Submittal Materials (1 digital PDF copy)	Drawing Checklist
Fee paid in Form A	Form B (must be signed) & Green Building Checklist	Site Plan (1/16" or 1/8" scale) All dimensions must be noted.	North Arrow; Property Lines; Setback Lines; Easements; Sidewalk & Street Location; Location, Dimensions, Materials for walks & drives; Building Footprints; Porches, Stairs, etc.; Overhangs (as dashed lines); Fence location & details; Grading Plan; Location and screening of equipment and meters; Limits of construction activity Parking and recreation areas (where applicable)
		Landscape Plan (1/16" or 1/8" scale)	Site landscaping Boulevard Landscaping
		Floor Plans (1/8" scale or larger) All dimensions must be noted.	Room Use Windows & Doors Overhangs Gross square footage for unit and garage
		Elevations (1/4" scale or larger) All dimensions must be noted.	Porches, balconies Doors, windows Materials specified Overall Height (from average grade) Roof Pitches Lights and light fixture details
		Color Rendering	Color rendering of the front elevation and color chips
		Material Samples	As requested by MBDC
		Foundation Letter from Engineer	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.

***Notes:**

1) Fees paid with Form A cover both Form A & Form B.

2) Form A & Form B may be submitted concurrently.

3) Additional meetings and/or reviews requested by the Owner and as determined by the MBDC to be above and beyond the standard review process are subject to hourly fees in addition to the Design Review fee and must be paid prior to issuance of approval.

4) Incomplete applications may be returned and are subject to a \$100 penalty.

5.5 Form C Changes & Modifications:

It is anticipated that owners may wish to make modifications to their building plans or landscape plans during initial construction or at a future date. A change may be executed only after approval of Form C: Application for Change(s). These applications are broken out into two categories Major and Minor Changes. Major changes are for larger projects such as additions, ADUs or anything requiring a building permit with the City of Bozeman. Minor Changes are for items like modifications to landscaping, fences, changing exterior paint colors or outbuildings. In some cases modifications or changes may also require City of Bozeman approval, please ensure all appropriate approvals are obtained prior to construction starting.

Any modifications made prior to Form C review and approval may be subject to an increased form fee. Modifications contrary to the design regulations may be required to be taken down, removed or otherwise make the necessary changes to bring the situation into compliance. The CCDC shall have the further authority to enter into an agreement with the owner to provide monetary compensation to the association for the non-complying structure or enter into an agreement to undertake mitigating actions to reduce the impact of the non-complying structure. The Design Review Board reserves the right to determine the nature of the contrary design and determine the method of rectification, including but not limited to removal and/or monetary compensation to the association or reduction of the negative impact. In the event the CCDC can't reach an agreement with the owner to rectify the problem, the CCDC shall make a referral to the board of directors for further action.

Form C1 Minor Application Checklist

Required Documents	Required Drawings (1 paper copies plus digital copy in PDF format)	Drawing Checklist
Form C1	Site Plan (1/16" or 1/8" scale) All dimensions must be noted.	North arrow; Property lines; Setbacks; Easements; Sidewalk & street location; Dimensions; Materials for walks & drives; Building footprints; Porches, stairs, eaves/overhangs (as dashed lines); Fence locations & details; Grading plan; Location and screening of equipment and meters; outbuilding location; Limits of construction activity
	Landscape Plan (1/16" or 1/8" scale)	Site & boulevard landscaping plan specifying dimensions, plant types and sizes, planting beds and mulch type.
	Elevations (1/4" scale or larger) All dimensions must be noted.	Porches; Balconies; Doors; Windows; Materials specified; Overall height (from average grade); Roof pitches; Lights and light fixture details & specifications; Fence detail

Form C1 Major Application Checklist

Required Documents	Required Drawings (1 paper copies plus digital copy in PDF format)	Drawing Checklist
Form C	Site Plan (1/16" or 1/8" scale) All dimensions must be noted.	North arrow; Property lines; Setbacks; Easements; Sidewalk & street location; Dimensions; Materials for walks & drives; Building footprints; Porches, stairs, eaves/overhangs (as dashed lines); Fence locations & details; Grading plan; Location and screening of equipment and meters; Limits of construction activity
	Landscape Plan (1/16" or 1/8" scale)	Site & boulevard landscaping plan specifying dimensions, plant types and sizes, planting beds and mulch type.
	Floor Plans (1/8" scale or larger)	Room uses labeled; Windows & doors; Overhangs; Dimensions; Gross square footage for residence & garage

Form C2 Checklist

Required Documents	Required Drawings (1 paper copies plus digital copy in PDF format)	Drawing Checklist
Form C	Any drawings (site plan, landscape plan, elevations; materials) related to proposed changes	Any details related to the proposed changes.

***Notes:**

- 1) Additional meetings and/or reviews requested by the Owner and as determined by the MBDC to be above and beyond the standard review process are subject to hourly fees in addition to the Design Review fee and must be paid prior to issuance of approval.
- 2) Incomplete applications may be returned and are subject to a \$100 penalty.

5.6 Site Plan Review & Building Permits

All construction projects require a building permit and some projects may require additional review from the City of Bozeman. Any plans submitted to the City of Bozeman must include the Meadow Bridge Design Committee stamp and/or letter of approval. This is a requirement of the Meadow Bridge Property Owners' Association and not the City of Bozeman.

Approval by the MBDC does not ensure approval by the City of Bozeman.

Construction may not commence without obtaining necessary approvals/permits from the City of Bozeman and the Meadow Bridge Property Owners' Association. The Meadow Bridge Property Owners' Association will assess significant fines for beginning construction prior to obtaining all required approvals.

5.7 Timing of Construction

An Owner has eighteen (18) months from the date of Form B approval to start construction. If construction of a structure is not started within eighteen months (18) year of Form B approval, new approval must be obtained. If there are delays due to the City of Bozeman review process or other reasons, an extension can be granted by the MBDC.

An Owner has two (2) years from the date construction commences to complete construction unless an extension is granted by the MBDC. If construction is commenced and is not completed in two (2) years or is not completed in strict compliance with what was approved, then in addition to any other remedy allowed in the Declaration or this Architectural Design Guidelines, or at law or in equity, the Board of Directors may, in its sole discretion, take any action that in its judgment is necessary to improve the appearance of the construction or to bring it into compliance with the Declaration, the Architectural Design Guidelines, or the approved plans, including completing the exterior, removing the uncompleted structure, or any other action. Consideration will be given to remaining landscaping based on seasonal constraints; however, such landscaping must be completed during the beginning of the next planting season. The amount of any expenditure incurred in so doing shall be the Owner's obligation. In addition, a lien on the Lot may be recorded and enforced by an action at law. The Association may also take such action as is available in the Declaration and by law or in equity, including an injunction and/or action for damages.

5.8 Inspections

The MBDC reserves the right to inspect the property during any stage of construction. If the MBDC determines, in its sole discretion, that discrepancies exist between the construction and approved plans, the Declaration, or the Architectural Design Guidelines, the Owner shall immediately correct the discrepancies or submit a Form C (after the fact changes) for review and approval.

A final inspection is required. Owners are responsible for scheduling an inspection.

The MBDC is empowered to enforce its policy as set forth in the Architectural Design Guidelines, in law or equity, to ensure compliance. If the MBDC finds the improvements were not completed in strict compliance with the Declaration, Architectural Design Guidelines, and approved plans, the MBDC shall notify the Owner of the noncompliance, and shall require remedy of the same. The Owner shall have seven (7) days from the notification to remedy the noncompliance or to submit a work plan delineating the time frame when the noncompliance will be remedied, although in no instance shall the timeframe exceed forty-five (45) days. The MBDC may allow up to forty-five (45) days for the noncompliance to be remedied if the Form C and corresponding work plan provides adequate justification for the requested time.

If the noncompliance is not remedied, the Board of Directors may, in its sole discretion, remedy the noncompliance. The amount of any expenditure incurred in so doing shall be the Owner's obligation. In addition, a lien on the Lot may be recorded and enforced

by an action at law. The Association may also take such action as is available in the Declaration and by law or in equity, including an injunction and/or action for damages.

The owner shall reimburse the MBDC for any time spent on an inspection that is above and beyond the average inspection (including multiple phases and buildings staggered construction). the payment shall be based on the hourly fee (approximately \$100/hour).

No occupancy of the project shall take place prior to the completion of all required inspections or as otherwise specified by the MBDC.

5.9 Liability

Neither the Meadow Bridge Property Owners' Association, the Declarant, the Board of Directors, the MBDC, nor the individual member's thereof, may be held liable to any person for any damages for any action taken pursuant to this Architectural Design Guidelines, including but not limited to, damages which may result from review, correction, amendment, changes or rejection of plans and specifications, observations or inspections, the issuance of approvals, or any delays associated with such action on the part of the Design Committee or Board of Directors.

Chapter 6 : Neighborhood Design Patterns

All development must adhere to the neighborhood patterns described in the following sections (Site, Building, and Landscape). Note that some provisions of this Architectural Design Guidelines may be more restrictive than local land use regulations.

6.1 Site

The Site requirements apply to all projects. The following site design guidelines are intended to provide a framework for site layouts within Meadow Bridge.

Lots and Setbacks

- Buildings shall be located on lots relative to the setback specified in the current Bozeman Unified Development Code (UDC), including any easements indicated on the final plat that have been filed.
- All residential zone lots shall primarily front the street in the direction of interior lots on the same side of the block. Building 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 fenestrations, enhanced landscaping, secondary roof forms and integrated backyard screening.

Accessory Structures

- The following uses are permitted either as attached to the main house or as an outbuilding: garage, workshop, artist studio, sauna, pool house equipment enclosure, gazebo, and conservatory.
- Home occupations in accessory structures must receive prior approval from both the MBDC and the City of Bozeman.

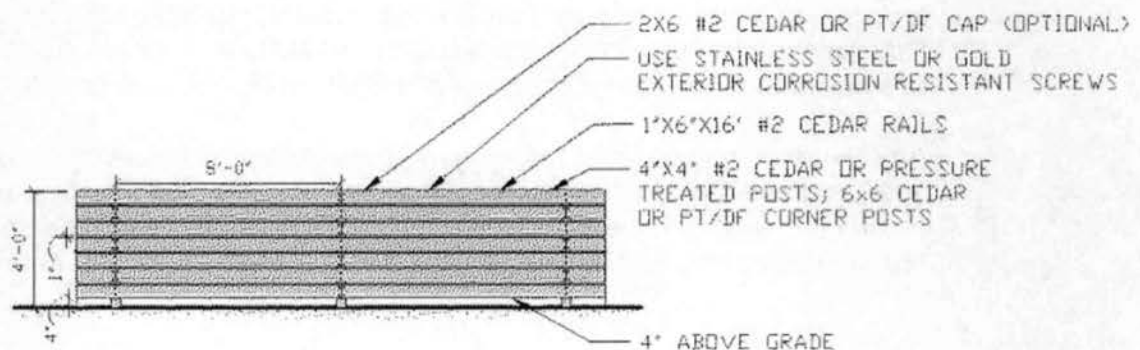
Accessory Dwelling Units

- Accessory Dwelling Units (ADUs) are permitted over detached garages on lots with adequate lot area and dimensions. Additionally, ADUs are permitted to be attached to the primary structure. ADUs must receive prior approval from the MBDC.
- In no case shall an ADU on a detached garage be taller or larger in footprint than the main structure.
- No more than one of the dwellings (principal dwelling or ADU) may be rented by non-owners at the same time.
- One additional off-street parking space is required for an ADU.
- Only one ADU may be created per lot.
- ADUs must conform to size restrictions for their respective zoning districts, as outlined in the Bozeman Unified Development Code.

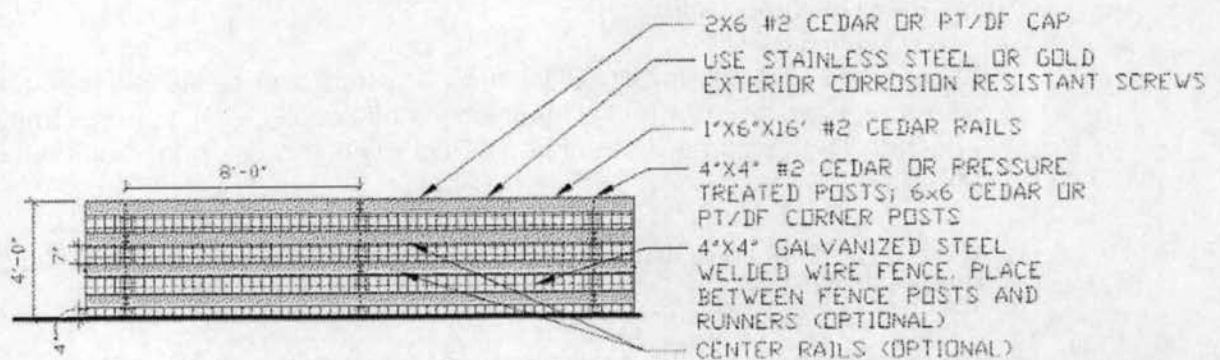
Fences & Screens

- No fencing is allowed in street-facing front yards or in required street vision triangles. In specific situations, as determined by the MBDC, low walls or fences of up to 42" in height may be permitted in front yard setback.
- A 48" tall fence, only as specified below, is allowed along any property line that borders open space. It is also allowed on common private property lines and returns to the house structure.

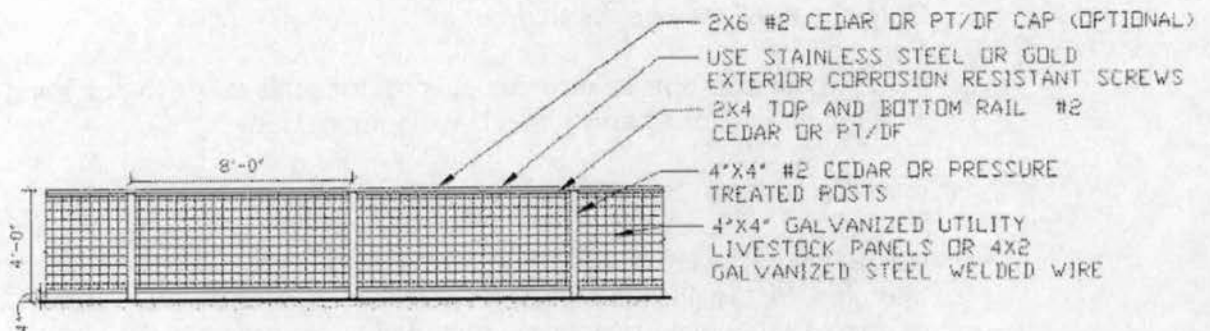
48" Height Option A



48" Height Option B



48" Height Option C



- A 5' variation of the three options shown above will be considered based on design merit for side property lines and returns to the house structures.
- In no case may a fence extend past the front wall plane of the house, which is defined as the wall plane that contains the front door of the house.
- Materials: fences and gates must be made of wood and have a sealer, pigmented stain or paint applied in order to protect the wood from moisture and UV rays. A fence must have a cap board unless otherwise approved based on design merit. Other materials, such as painted tubular steel fences with pilasters, and vinyl may be considered, however. Chain-link and Split Rail fences are prohibited.
- 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, alley or street.

- All fences shall be stained or sealed to protect them from weather and elements and to maintain appearance.
- Screen walls, used for patios or hot tubs, are required to meet all setback requirements, and must be aesthetically connected to and appear as an extension of a primary residence wall. Outdoor rooms may be designed to include, but shall not be substantially obscured by, screen walls.
- All fence assemblies are required to be maintained for appearance and kept in working order.
- Dog kennels or runs must be attached to a primary or accessory structure, be screened from public streets and adjacent properties, and receive MBDC approval for materials and configuration. Chain-link is not permitted. Underground electric fences are encouraged for dogs.
- Utility panel or wire fences must be constructed so that the wire or utility panel is attached and held in place by the fence structure. Staples, alone, are not acceptable to attach the wire to the fencing frame.

Sidewalks

- Any existing sidewalks in the right-of-way that are damaged during construction must be repaired or replaced at the lot owner's expense.
- Sidewalks on homes facing local streets are required to cross the boulevard in line with the sidewalk leading to the front porch.
- Upon the first anniversary of the plat recordation of any phase of the subdivision, any lot owner who has not constructed said sidewalk shall, without further notice, construct within thirty (30) days, said sidewalk for their Lot(s), regardless of whether other improvements have been made upon the lot. Failure to comply may result in the HOA constructing sidewalks and assessing full coordinating and installation costs and apply fines when deemed necessary.

6.2 Building

The following building design guidelines are intended to promote both building diversity and neighborhood compatibility within a developing neighborhood framework. All building heights, encroachments, etc. are governed by the Bozeman Unified Development Code. Note that these Design Regulations may be more restrictive than the City Codes including by not limited to the building requirements listed below.

Base Element & Foundation

- A base element is required and must be detailed in such a way to visually and structurally connect 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 masonry, concrete, wood or materials matching trim package. Buildings without a base element may be considered based on design merit.

- Foundation walls shall be only be exposed a maximum of twelve (12) inches above the ground. Exposed foundation walls shall be built of brick, cast concrete, trimmed with horizontal members, or as otherwise approved by MBDC. Concrete foundations exposed more than eighteen (18) inches above grade must have an architectural finish (texture, pattern and/or color).
- Due to the potential of high ground water tables in the areas of the subdivision, it is not recommended that residential dwellings or other structures with full or partial basements be constructed without first consulting a professional engineer licensed in the State of Montana and qualified in the certification of residential and commercial construction.

Walls & Facades

- All facades of the main building and accessory structures shall be made of similar materials and be similarly detailed.
- Primary materials on a façade may change only at a horizontal band or an inside corner. Consideration will be given to changing materials at a visual block such as a fence.
- Buildings should architecturally front the street. This can be achieved through offset massing elements/volumes, porches, complementary colors and materials, setback variations, and attractive fenestration.
- Varied building massing is encouraged. No exterior wall plane, unless approved otherwise for design merit, shall exceed thirty (30) feet in length without incorporating a minimum twenty-four (24) inch offset or recess in a significant proportion to the overall plane.
- Massing offsets on façades facing streets and open space areas shall consist of two or more of the following:
 - Single-story element such as a porch, courtyard, or first-floor living space
 - Pop-outs or recesses (wall planes, massing features, or balconies/decks)
 - Volume space creating height variation
 - Bay window or corner-wrapping window
 - Prominent entry
 - Accent roof
 - Other similar features that provide massing articulation
- Building walls shall be clad in smooth cut wood shingles, wood clapboard, barn or reclaimed wood, wood drop siding, traditional wood board and batten, fiber cement siding, architectural metal cladding, brick, or stone. Siding shall be painted or

stained; pre-finished siding will be considered based on design merit. Stucco and other alternative materials will be considered based on design merit.

- All metal siding should be standing seam or as approved for design merit.
- Stucco finish walls, if approved for use by the MBDC based on design merit, shall have a minimum texture not heavier than 16/20 sand finish. Accent and trim stucco may have a smooth finish or at minimum 30/30 sand float finish.
- Brick surfaces shall be set predominantly in a horizontal running bond pattern.
- Stonework shall be natural or approved synthetic stone materials. Dry stack, uncoursed settings with minimal exposed mortar are preferred. Stonework shall not be applied to individual wall surfaces to avoid a veneer-like appearance. It shall continue around corners to an inside corner.
- The color scheme of the house shall be as approved by the MBDC based on merit. Color schemes are encouraged to be varied from the adjacent properties, on either side. Garish colors are not allowed. Color and material selections for each scheme should include primary and secondary body colors, fascia, trim, door and accent colors, roofs, siding, masonry and grout colors (as applicable).
- Exposed exterior wood shall be painted or stained (wood front doors excluded).
- Lap siding shall run horizontally. Maximum lap siding exposure is five (5) inches. Combinations of lap exposure will be considered on a case-by-case basis.
- Trim materials should be of high quality and of appropriate visual size. Exterior trim of at least four (4) inches is required around windows and doors. Corner caps are acceptable. Alternatively, windows may be recessed a minimum of 2 inches from the surrounding surface. Variations on trim width and/or exclusion of trim will be considered based on design merit and overall design composition.
- Material and color changes must occur at inside corners and undersides of massing elements, or to a logical termination point such as roof breaks and bay windows. Identify logical material/color termination points early in the design process to ensure a cohesive appearance to the finished product.

Porches

- For yards facing a public street, the front porch of a residential structure must be built within five (5) feet of the setback line ("build-to" line). The width of the porch on the build-to line must occupy a minimum of thirty percent (30%) of the width of the front façade measured along the build-to line. As an alternative to the typical front porch and to provide additional design diversity, narrower but deeper porches that have the same square footage may also be considered. A minimum five (5) feet of depth is required.

- Buildings on corner lots must address both streets with fronting characteristics as part of the comprehensive composition. Design considerations should include but not be limited to: wrapping front porches, outdoor rooms, variation in wall planes and massing, additional openings and enhanced landscaping.
- Porch railings may be opened or closed. If closed, they must be constructed of the same material as the adjacent wall planes.
- Front stoops shall be made of concrete, wood, stone, or brick and must be detailed and integrated into the porch/railing design. Required stair railings must be compatible with the overall stair and porch design.
- Porch supports shall be built of stone, masonry, concrete, or wood. Column base piers shall be no less than 16 x 16-inch square and wood columns shall be no less than eight (8) inches square. Column groupings must have an outer minimum dimension of ten (10) inches. Tapered columns may not be smaller than 7 x 7-inches at the top. Columns shall match or be similar in design on all elevations of a structure. Variations on dimension may be considered based on design merit and overall design composition.
- The balustrade and the space below porches shall be closed and integrated into a closed band and/or landscaped, interrupted as necessary for drainage.
- No exposed stair or deck framing is allowed.

Decks, Patios & Balconies

- Decks and patios must face only side yards and/or open spaces. Decks and patios may not extend more than forty percent (40%) into any required side setback.
- The space below first floor elevated decks visible from nearby streets or public spaces shall be architecturally detailed and/or landscaped to provide screening.
- 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, 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.

Windows & Solar Gain

- Windows are encouraged meet or exceed Energy Star standards.
- Openings (including windows and doors) shall not be less than fifteen percent (15%) of the wall area, measured on each elevation. Elevation calculations shall include exterior window or door trim.
- Windows shall be wood, wood-clad, fiberglass or vinyl.

- Round, hexagonal and octagonal windows are not permitted.
- Mirrored glass shall not be used.
- Buildings shall have all openings trimmed in wood bands of minimum four (4) inches nominal width unless approved based on design merit.
- Bay window projections shall be proportionate to the overall composition and are encouraged to extend to the ground or be trimmed appropriately. Cantilevered bays must be visually carried by structural brackets or a water table trim band. Only cantilevered bays may encroach into a setback.
- Awnings are permitted and shall be square cut without side panels.

Doors

- Exterior doors are encouraged to meet or exceed Energy Star standards.
- Garage doors shall be built of wood, steel, or fiberglass.
- Garage doors shall be de-emphasized in the elevation of the building. If possible, they should be oriented away from the street. If a lot does not have access to an alley and garage doors must face a street, the doors shall be made of a complementary and quality material and have significant detailing contributing to the elevation composition.
- Garages that face the street should be set back behind the front face of the building a minimum of four (4) feet.
- Garages and garage doors fronting a street or alley shall be composed with overall site plan and have sufficient detailing contributing to the building elevation.
- Garages that face an alley should be set back from the alley's edge either three (3) feet to five (5) feet if no full driveway is proposed, or a minimum of eighteen (18) feet to accommodate a full driveway. In no case should the front of the detached garage be more than thirty (30) feet setback from the alley.
- Three-car garages are permitted but must be either be side-facing or have one door offset at least 2 feet from the adjacent garage plane between the single door and the double door. Three-car tandem garages with double doors may also be permitted.
- Other more contemporary and creative approaches to garage doors will be considered based on design merit.

Roof

- The principal roof shall be symmetrical hip or gable from with a pitch between 4:12 to 12:12. Flat roofs are permitted on all buildings if integrated with the design. Flat roofs used as balconies on street facades may be enclosed with solid railings.
- Variation in roof forms, ridge heights and orientation is required to avoid monotonous rooflines along streets, trails, park edges and other community open space.
- Roof plane continuous length dimensions shall not exceed 40' for single family and duplex structures. Minimum break shall be no less than twenty percent (20%) of the length roof plane and extend up the roof plane no less than thirty percent (30%) of the height of the roof.
- Asphalt composition shingles are permitted but must be at least thirty (30) year architectural grade.
- Treated wood shingles are permitted.
- Metal roof materials are a permitted but must be designed to protect people and property from significant sliding of snow and ice (not applicable to dormers or similar roof forms that do not drip directly to grade). Metal roofs may be corrugated or standing seam only. Unpainted, galvanized, rusted, brown, grey or rust-red-baked-on finish are all appropriate finishes. Garish colors or shiny materials are not appropriate.
- Natural or synthetic slate roof materials are permitted.
- Green roofs are encouraged.

Skylights

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

Roof Mounted Solar Panels

Solar panels are encouraged for all projects. Solar panels should be integrated into the roof design, flush with the roof slope. Solar panels on flat roofs, if visible from the street, should be screened with parapets.

Dormers

- Dormer width shall be proportionate to the overall composition.
- Shed dormers shall have a pitch of at least 3:12. Hip and gable dormers shall have the same pitch as the main roof volume.

Eaves

- Overhanging roof eave and gable end depth shall be no less than twenty-four (24) inches unless approved otherwise based on design merit for a more contemporary style or flat roof. Roof overhang depth on accessory structures must match the main building structure.
- Fascia detail must have a minimum dimension of eight (8) inches nominal unless otherwise approved for design merit. Two-piece fascia detailing is required. Wood (including Miratec and similar products as determined by the Design Review Committee) is the only acceptable material. Vinyl or metal fascia material is not permitted. As an alternative, exposed rafter tails and entry accents are encouraged if appropriate for the architectural style.
- Soffits shall be wood or fiberboard cement products (including Hardiboard products). Metal or vinyl soffits are not permitted.
- Boxed soffits are allowed when integrated into a suitable architectural style and overall detailing.
- Enclosed soffits are acceptable on more contemporary styles.
- Gutters shall be metal, and 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.

Chimneys / Roof Vents

- Chimneys shall be clad in stone, masonry, siding, steel or some other compatible or complementary material.
- Chimneys shall be at least 30 x 30-inches.
- Prefabricated metal flues shall be concealed within a chimney unless approved otherwise. Chimney caps may extend above the chimney top per building code requirements.
- Roof protrusions, other than chimneys, shall be arranged to minimize street exposure.
- All roof-mounted equipment shall be integrated into overall design and screened.

Lighting

- All exterior residential lighting must be dark—sky compliant.
- Recessed or can lighting is encouraged for porches and main entrances for softer lighting conditions.

- The following lighting is **prohibited**: obtrusive flood lighting, mercury vapor or high-pressure sodium lights, metal halide lights, and clear glass or exposed bulb (non-cutoff) fixtures.
- Pathway lighting is permitted. These types of lights may be attached to the home, along walkways near the ground level, or incorporated into fences. Solar powered lighting is strongly encouraged.

Signage

- No signs shall be erected on residential properties except to identify the owner and address of the property.
- Typical "For Sale" signs shall be allowed during the sale of a Lot.
- Signage integrated with landscaping may be placed at the main entrances and parks to identify the neighborhood.

6.3 Landscape

The Landscape requirements apply to all projects. The proper use of plant materials adds to a sense of permanence and consistency for a neighborhood while also connecting the built and natural environments. Landscape plans submitted with Form B should outline hardscape elements, fencing, and planting areas with species and quantities listed. Each Owner will be required to meet minimum landscape specifications related to two general categories: boulevard plantings and yard plantings.

Street Boulevard Plantings

- Individual Lot Owners shall be responsible for landscaping the boulevard area directly adjacent to their property at the time of occupancy and for the maintenance of the boulevard area thereafter.
- To enhance a public street boulevard where present, one (1) tree (minimum two (2) inch diameter caliper) shall be planted per thirty-five (35) feet in the boulevard area. Grass or an approved xeriscape plan must also be installed in the boulevard area directly adjacent to the subject property.
- Maximum height of landscaping in required vehicle vision triangles is thirty (30) inches.
- It is the responsibility of the Owner to contact the appropriate utility companies before digging.

Yard Plantings

- Native, drought tolerant grasses and regional plant materials are encouraged. Lawns should be well maintained, so they thrive and therefore, use fewer

resources. Regular fertilizing, aeration, and weekly cutting with a sharp blade are all critical to lawn success. Lawns should be maintained at about 4-inches as keeping lawns slightly long ensures the soil remains shaded, thereby using less water.

- All properties are required to landscape yards. Where grass is planned in the front yard sod is required. Where grass is planned in the yards facing open space or side yards may be seeded.
- Raised garden beds are permitted in the front, side and rear yards. The garden beds shall be made of quality materials, such as wood, and kept in working order. Pre-manufactured beds will be considered based on overall design merit.
- Mulching, composting, efficient irrigation, harvesting water from roofs, sidewalks, driveways and other impervious surfaces are all encouraged.
- "Xeriscaping" or water-conserving, drought-tolerant landscaping is encouraged. A proposal for a Xeriscape landscape plan must be prepared by a landscape professional. United States Environmental Protection Agency (US EPA) has guidelines available at: <http://www.epa.gov/>.
- Alternative water-conserving designs may be considered based on overall design merit and composition.
- Landscaping within watercourse setbacks on or adjacent to lots within the subdivision may not be mowed or altered.
- As a minimum requirement all projects are subject to city of Bozeman landscape requirements (38.550).

Yards facing a street:

At least one (1) tree (minimum 2-inch caliper) and two (2) appropriately sized planting beds are required for yards facing a public street. Corner lots are considered to have two (2) separate yards and therefore require a total of two (2) trees (minimum two (2) inch caliper) and two (2) appropriately sized planting beds.

For lots wider than 40' two (2) front yard trees (minimum 2-inch caliper) and two (2) appropriately sized planting beds are required for yards facing a public street.

Yards Facing Open Spaces:

At least one (1) tree (minimum two (2) inch diameter caliper) and two (2) appropriately sized planting beds are required for any yard facing an open space. For lots wider than 40' two (2) front yard trees (minimum 2-inch caliper) and two (2) appropriately sized planting beds are required for yards facing a public street.

- Planting beds must be composed with the site and the building elevations and shall have a top layer of mulch or earth tone stone (non-white).
- Maximum height of landscaping in required vehicle vision triangles is thirty (30) inches.
- It is the responsibility of the Owner to contact the appropriate utility companies before digging.

Vegetation & Solar Gain

- Special consideration should be given to areas of sun exposure and shade for the planting of trees and large shrubs. Landscaping should allow southern exposures necessary for a home's solar gain in the winter, or that of the neighbors.

Hardscapes

- Selection of hardscape materials should favor natural materials such as untreated wood, stone, or stamped concrete, while balancing the desire for durability. Pressure treated lumber and railroad ties, although re-used, should be avoided for their toxicity.
- All driveways and parking areas shall be surfaced with asphalt or concrete.

Soil Preparation & Drainage

- Investment at the soil level provides significant payoff in reduced water and fertilizer use, and plant vigor. Imported topsoil should be natural and screened of all debris greater than 3" in diameter. Soils should be of the best quality available and improved with imported compost as feasible, especially in lawn areas. In areas where poor soils are unavoidable, property owners should focus plant selection on species that thrive in such conditions. Runoff from roofs, and hardscapes, and melting snow, should be considered, and should be harvested for landscape use whenever possible.
- Positive drainage, of a minimum 2% slope away from any structure for a ten (10) foot radius must be maintained for all structures within the development.
- Proper erosion control techniques should be implemented. All disturbed areas must implement erosion control techniques to ensure on-site and off-site protection. Slope stabilization is required on all slopes 3:1 or greater with Best Management Practices (BMPs) implemented as necessary.
- Finished grade is to be known and established prior to the installation of any hardscape elements such as: sidewalks, driveways, walkways, patio, and walls.
- The use of retaining walls will be considered on a case-by-case basis and must be approved prior to installation.

Irrigation Systems & Water Use

- Underground irrigation systems can use water efficiently, but they must be designed, installed, and operated correctly. They also require regular maintenance.
- Plants with similar water usage, sun and shade requirements and zones with spray heads, rotors or drip systems should be grouped together.
- All lawn areas are to be irrigated with a permanent overhead watering system utilizing spray or rotor irrigation heads. Head-to-head coverage is required. All irrigation heads are to be installed at a grade so not to be damaged by maintenance equipment.
- Perennial planting areas are to be irrigated with a dedicated drip irrigation system and should be adjusted appropriately for individual plant needs throughout the season.
- Trees and shrubs are to be irrigated with a designated bubbler irrigation system, adjusted appropriately for tree species, maturity, and size. If trees and shrubs are installed within the confines of a perennial planting area with an established drip irrigation system, the incorporation of these trees and shrubs will be addressed on an individual basis and assessed by a landscape professional.
- Plants should be sufficient in number and density to reduce weed growth. A weed mat also inhibits weed growth. Mulch conserves water and shades soil.
- Landscapes do not require as much water during shoulder seasons (May, June, September and October) as in July and August. Watering should be reduced in September and October to prepare vegetation for dormancy.
- Water only when the turf requires it. If one leaves distinct footprints when stepping on it or the grass does not spring back, it is time to water. Applying one inch of water (including rainfall) once per week is enough to keep the lawn green throughout the summer.
- Turf grass should be watered using longer run times (15 - 20 minutes) but less often. This allows the grass roots to grow deeper thereby needing less water and becoming more drought and weed resistant. Frequent watering of turf grass causes the root base to remain shallow, causing the grass to brown easily and be more susceptible to drought and weeds.
- When watering trees and shrubs, it is not necessary to water the leaves or the trunk. Instead, place a sufficient number of emitters evenly around the tree or shrub halfway between the trunk and the outer canopy.

Fertilizing / Pesticides

- In careful consideration of streams and wetlands in the area, property owners that border open spaces or parks with surface water (lakes, streams, wetlands) will only be permitted to use non-chemical fertilizers / pesticides in required yard setbacks. Organic fertilizers for lawns are readily available, as are corn-based weed suppression substitutes. Non-lawn native and drought tolerant plantings typically require no extra fertilizing at all.

Weed control

- All trees and shrubs to be maintained in a healthy state, any tree or shrub showing more than 30% desiccation shall be replaced.
- All shrub and perennial beds shall be maintained with adequate mulch or rock cover. No planting bed shall have less than 3" depth layer of mulch or rock. Any area of exposed weed fabric shall have additional rock or mulched placed over it.
- Use cultural methods (mulch, pruning, irrigation, etc) to encourage plant health and growth and to discourage weeds. Keep planter beds and tree wells free of weeds and debris.
- All landscaping must be maintained to the minimum standard stated in The City of Bozeman UDC (38.550.)
- Mulch or gravel is to be used in all planting beds and around the base of all trees and shrubs planted within lawns and open spaces. Mulch type and depth is to be clearly indicated on all landscape plans.
- As further specified in the Covenants, noxious weeds pose a serious threat to the environment, and property owners should familiarize themselves with and control these weeds on their property. Chemical solutions should be balanced with the threat level of the individual species and the possibility for non-chemical alternative treatments. Under no circumstance should noxious weeds be allowed to flourish or go past the flowering stage and into the seed stage. Weed control is required on both developed and vacant lots and will be enforced in accordance with the Covenants.

Vegetation Removal

- No landscaping in the right-of-way, parks, open spaces and common areas may be removed without prior permission from the MBDC.

6.4 Departures from Neighborhood Patterns

The MBDC encourages unique and creative design that respects the spirit and intent of the Declaration and Architectural Design Guidelines. Except as otherwise set forth in Chapter 3, the MBDC may, upon application, grant a departure from the Architectural Design Guidelines, based on design merit.

The Board of Directors shall have the power to make the final decision on whether to approve, conditionally approve, or deny a departure, without any liability being incurred or damages being assessed due to any decision of the Board of Directors.

Chapter **7** : Definitions

The words and terms used in this document shall have their customary dictionary definitions unless otherwise specifically defined within the Declaration or this Architectural Design Guidelines.

Exhibit 1
Meadow Bridge Subdivision Legal Description

Appendix A: Meadow Bridge Master Site Plan

Meadow Bridge Design Review

Indicate Form being submitted by checking appropriate box(s):

- ☐ Form A: Sketch Design Review
☐ Form B: Construction Design Review
☐ Form C: Application for Change(s)

Property Information:

Street Address: _____

Lot _____ Block _____ Phase _____

All design review correspondence will go to primary contact. Indicate primary contact by checking the appropriate box:

☐ **Owner Information:**

Name: _____

Mailing Address: _____

Telephone: _____ Email: _____

☐ **Architect Information:**

Name: _____

Mailing Address: _____

Telephone: _____ Email: _____

☐ **Builder Information:**

Name: _____

Mailing Address: _____

Telephone: _____ Email: _____

☐ **Landscape Designer Information:**

Name: _____

Mailing Address: _____

Telephone: _____ Email: _____

Departures:

1. Are any departures from the Meadow Bridge Architectural Design Guidelines being requested under this application?

☐ Yes

☐ No

If yes, please describe the departure:

2. Items submitted (please check):

☐ Review Fee(s) \$_____

☐ Colored Elevations

☐ Site Plan Including grading

☐ Floor Plans

☐ Roof Plan

☐ Building Sections

☐ Landscape Plan

☐ Garage Door Cut Sheet (If Applicable)

Request for Changes (Form C):

1. Type of Modification

☐ Proposed Modification (C1)

☐ Modification already constructed (C2)

2. Change description and reason for Change
(Attach specific drawings of proposed changes.)

Project Timelines: Please List anticipated completions dates for each Phase.

Design Review Approval _____

Foundation _____

City Approval _____

Framing _____

Break ground _____

Siding _____

Landscaping _____

Acknowledgement Statement:

The Lot Owner acknowledges that he/she has received, read and will abide by the Architectural Design Guidelines for Meadow Bridge.

As stated in the both the Covenants and Architectural Design Guidelines, violations will be remedied by the Meadow Bridge Property Owners' Association whereupon the Lot Owner will be responsible for the cost of the remedy.

I (We) _____ am/are the owner(s) of record of Lot _____, Block _____, Phase _____ of Meadow Bridge. I/We have read these requirements and understand their implications. Furthermore, I (we) have been given sufficient opportunity to discuss any questions we may have regarding these requirements with a member of the Meadow Bridge Design Committee. My (Our) signature(s) below is/are evidence of my/our intent to comply with these requirements.

Property Owner Signature: _____ Date: _____

Printed Name: _____

Applicant Signature: _____ Date: _____

Printed Name: _____

Exhibit A: Legal Description of Subdivision

Property described in the Gallatin County Treasurer's Office Under Tax Sale Certificate No. 783A and Tax Code Parcel No. RGG9205 as follows:

Certificate of Survey No. 2286, located in Section 23, Township 2 South, Range 5 East, P.M.M., Gallatin County, State of Montana,

EXCEPTING THEREFROM:

Meadow Creek Subdivision Phase I, situated in portions of the SW1/4NE1/4, SE1/4SW1/4 and W1/2SE1/4 of Section 23, Township 2 South, Range 5 East, P.M.M., City of Bozeman, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. (Plat Reference J-453).



Gallatin County Weed District
 903 North Black
 Bozeman, MT 59715
 406.582.3265
 www.gallatin.mt.gov
 weeddistrict@gallatin.mt.gov

Date Received 8/4/2025

MEMORANDUM OF UNDERSTANDING FOR FINAL PLAT

This Memorandum of Understanding (MOU) exists between the Gallatin County Weed District ("District") and Meadow Bridge Properties, LLC

(Landowner - Print Name)

of PO Box 20913 Billings Montana 59104 406-656-4632
 (Address) (City) (State) (Zip) (Phone)

for the purpose of addressing the issues of noxious weeds and the revegetation of disturbed areas on land(s) within Meadow Bridge Subdivision.
 (Name of Subdivision and Phase, if applicable)

Approval date of subdivision Weed Management Plan (WMP) January 7, 2025

Name of subdivision on page 2 of WMP (if different from above) _____

This MOU is for

- ☒ the entire subdivision: Total Acres 25.34 # of Lots 45
☐ a phase of the subdivision: Acres in Phase _____ # of Lots in Phase _____
 Is this the last phase for this subdivision? ☐ Yes ☐ No

☒ Attached is a map that clearly outlines the boundary of the area that is included in this MOU

The Landowner has been informed of and agrees to comply with the Noxious Weed Management and Revegetation Requirements of the District, the Montana County Weed Control Act, and the District's Noxious Weed Management Plan for the above-named property. The Landowner shall comply with the Noxious Weed Management and Revegetation Requirements on a yearly basis. Landowner agrees, pursuant to § 7-22-2116, MCA, that prior to offering any lots within the above-named property for sale, Landowner will notify their agent and the purchaser of (a) the existence of any noxious weed infestations on the property offered for sale; and (b) the existence of the Gallatin County Noxious Weed Management Plan and any noxious weed management agreement for the property.

Signed by:

Michael Jones

Weed Board Chairman/Representative

Michael Jones

Chairman/Representative Printed Name

8/6/2025

Date

Derek Williams

Landowner Signature

Derek Williams

Landowner Printed Name

Date