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GENESIS BUSINESS PARK

Covenants and Architectural Guidelines

Final Document 11/9/99

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GENESIS BUSINESS PARK COVENANTS AND LOT OWNERS ASSOCIATION GUIDELINES

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**GENESIS BUSINESS PARK COVENANTS
AND LOT OWNERS ASSOCIATION GUIDELINES**

It is the general intent of this Document to establish the legal authority for and to list the Covenants that pertain to the Genesis Business Park Subdivision, and to establish the Genesis Business Park Owners' Association, and the Building and Landscaping Review Committee.

These Covenants detail how the properties within the Genesis Business Park Subdivision are to be developed and maintained. More specifically, the Covenants define how the buildings are to be designed and landscaped, and how the Common Open Space is to be used, managed and maintained.

When a lot is bought in the Genesis Business Park Subdivision property the owner automatically becomes a member of the Genesis Business Park Lot Owners' Association. This Lot Owners' Association will be run by its members.

It is the Association's duty to implement, administrate, and enforce all the Covenants including the maintenance and management of the Common Open Space, Paths and Roads, and to carry on the day to day activities of the Lot Owners' Association.

There will be a Building and Landscaping Review Committee which will be chosen by the Declarant. The Building and Landscaping Committee's duty is to, in general, approve or disapprove the building plans brought to it by the individual Lot Owners.

Genesis Business Park is not in the City of Bozeman as of this writing. Lot owners will be subject to payment for water and wastewater services, as provided by a third party or the Association.

**DECLARATION OF COVENANTS AND LOT OWNERS ASSOCIATION
GUIDELINES FOR
GENESIS BUSINESS PARK SUBDIVISION
PROPERTY**

This Declaration, made this 15th day of December, 1999, by Genesis Partners, L.L.C. or assigns, with principle office in Bozeman, Montana, hereinafter referred to as "Declarant".

RECITALS

A. WHEREAS, Declarant is the owner of the following described land in Gallatin County, Montana:

See Exhibit "A" attached hereto and incorporated herein by reference.

B. WHEREAS, Declarant intends to sell, dispose of, divide into lots, and convey the real property above described and more specifically described in the final plat of GENESIS BUSINESS PARK SUBDIVISION, Gallatin County, Montana, and

C. WHEREAS, Declarant desires to subject all of said real property and the lots and subdivisions thereof to protective and restrictive covenants, conditions, restrictions, guidelines and reservations herein set forth and referred to as "Covenants", each and all of which is and are for the benefit of said property, lots, and subdivisions and the owners thereof, and shall run with the land applying to and binding the present owners and all future owners and successors in interest.

D. WHEREAS, Declarant desires to establish that these Covenants do hereby create the Genesis Business Park Lot Owners' Association for Genesis Business Park Subdivision.

NOW, THEREFORE, Declarant does hereby establish, dedicate, publish, and impose upon the Parcel, the following protective and restrictive covenants upon the property 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 Parcel, and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and said Covenants shall inure to and pass with each and every parcel, tract, lot, or division. Said Covenants are as follows:



ARTICLE I

DEFINITIONS

1.1 "Lot Owners' Association" or "Association" shall mean the Genesis Business Park Lot Owners' Association, its successors and assigns. The Association may be incorporated as a Montana nonprofit corporation or a Limited Liability Corporation with its members as the lot owners.

1.2 "Member" shall mean any person or entity owning or purchasing a lot in the Genesis Business Park Subdivision property. Each lot owner shall be a member of the Association and agrees to abide by and be bound by these Covenants, and the Articles of Incorporation, Bylaws, and Resolutions of the Association, if any.

1.3 "Owner" shall mean the legal title holders, or contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to any lot but excluding those having an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of each portion of the properties for value, owner shall mean Declarant.

1.4 "Declarant" shall mean Genesis Partners, L.L.C. or assigns, and shall not mean a purchaser of a lot from the Declarant.

1.5 "First President of the Association" or "First President" shall mean the person who has the complete, final, and binding authority over all matters and decisions of the Association, including but not limited to, the operation, hiring, accounting, financing, management, and the operation, hiring, accounting, and management of the Building and Landscaping Review Committee or "Committee". The First President of the Association will be either the Declarant himself or a representative of the Declarant, and the First President's position and authority over the Association shall be permanent unless he chooses, in writing, to resign at an earlier time.

1.6 "Building and Landscape Review Committee" or "Committee" or B.L.R.C. shall mean the Committee appointed by the Declarant whose function is to review and approve or disapprove plans, specifications, designs, landscaping, sites and locations of improvements to be constructed or erected on the property.

1.7 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for the Genesis Business Park Subdivision, and as it may, from time to time, be amended or supplemented.

1.8 "Parcel" shall mean all of the real property described and platted as Genesis Business Park Subdivision, according to Subdivision Plat No. J-284 of record in the office of the Clerk and Recorder of Gallatin County, Montana.

1.9 "Property" shall mean a specific part of the Parcel which has a specific zoning designation and use, ie., Office Use or Residential as shown on the plat of the Genesis Business Park Subdivision.

1.10 "Project" shall mean the organization, division, improvement, operation and sale of property in Genesis Business Park Subdivision.

1.11 "Lot" shall mean the smallest subdivided unit of land for sale in the Genesis Business Park property as shown on the plat for Genesis Business Park Subdivision.

1.12 "Common Area" or "Open Space" shall mean all of the Parcel conveyed to the Lot Owner's Association for use by the Association and its Members and the Owners in common. The Common Area shall be the parts of the Parcel within the zoned property which are not specifically owned by individual Lot owners.

1.13 "Open Space Management Plan" shall mean the management plan for the Common Area or Open Space conveyed to the Lot Owners' Association for use by the Association and its Members and the Owners in common.

1.14 "Beneficiary" shall mean a Mortgagee under a Mortgage, as well as a Beneficiary under a Trust Indenture.

1.15 "Mortgage" shall mean a Trust Indenture as well as a Mortgage.

1.16 "Mortgagee" shall mean a Beneficiary under, or holder of, a Trust Indenture as well as a Mortgagee under a Mortgage.

1.17 "Architect" shall mean a person holding a certificate of registration to practice architecture in the State of Montana or any State in the United States.

1.18 "Improvement(s)" shall include, but not exclusively, all buildings, outbuildings, bridges, roads, paths, pathways, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewer lines, waste water treatment systems, water systems, springs, ponds, swimming pools, tennis courts, lagoons, ditches, viaducts and electrical, gas and TV distribution facilities, hedges, windbreaks, crop plantings, natural or planted trees and shrubs, poles, signs, loading areas and all other structures, installations and landscaping of every type and kind, whether above or below the land surface.

1.19 "Capital Improvement(s)" shall mean an Improvement or two or more interdependent improvements of a substantial nature benefiting the Association, Common Area, which, when undertaken, may reasonably be anticipated to require a projected expenditure by the Association of a total amount greater than \$10,000.00.

1.20 "Occupant" shall mean a lessee or licensee of an Owner, or any other person or entity other than an Owner in lawful possession of a Lot or Lots with the permission of the Owner.

1.21 "Record", "recording", "recorded", or "recordation", shall mean, with respect to any document, the recordation of said document in the office of the Clerk and Recorder of Gallatin County, Montana.

1.22 "Developer" or "Building Contractor" shall mean any person or entity buying one or more Lots from the Declarant for the purpose of building office or office with accessory residential buildings.

1.23 "Office or office with accessory residential Buildings", refer to a specific classification of R-O office buildings as defined in the Zone Code.

1.24 "B.L.R.C." is an abbreviation for the Building and Landscaping Review Committee.

ARTICLE II

AUTHORITY

These guidelines shall apply to the subdivision plats for Genesis Business Park Subdivision as will be recorded at the Gallatin County Courthouse. Declarant hereby declares that the entire Parcel, more particularly described above, is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions and restrictions set forth herein are declared and agreed to be in furtherance of a general plan for the division, improvement and sale of the property and are established for the purpose of enhancing, conserving, and protecting the value, desirability and attractiveness of the property and every part thereof. All of the covenants, conditions and restrictions herein shall run with all the property for all purposes and shall be binding upon and inure to the benefit of the Declarant, the Association and all Owners, Occupants, and their successors in interest as set forth in the Declaration.

The Building and Landscape Review Committee and the Association is established under the authority of these Restrictive Covenants for the Genesis Business Park Subdivision property, Articles of Incorporation and By-Laws of the Owner' Association of Genesis Business Park Subdivision and the Montana Non-Profit or L.C.C. Corporation Act.

ARTICLE III

GENERAL COVENANTS

3.1 Owner's Right to Common Area, Paths, and Roads. Every Owner shall have a right to use the Common Areas, Paths, and Roads as shown on the approved final plat of Genesis Business Park Subdivision. The Owner's right to use the Common Areas, Paths, and Roads shall be appurtenant to and shall pass with the title to every Lot, subject to the following Provisions:

a) The right of the Association to provide reasonable restrictions on the use of the Common Areas, Paths, and Roads for the overall benefit of the Association and its members including limitations on the number of guests permitted to use the Common Area and restrictions or prohibitions on the type of activity and use including, but not limited to, the use of firearms, fireworks, all motor driven vehicles, loud music, and loud parties in the Common Area or as otherwise specified in the Open Space Management Plan;

b) The Open Space Management Plan and any other reasonable restrictions on the use of the Common Areas and Paths shall be enforced and implemented by the President of the Association.

c) The right of the Association to dedicate or transfer all or any part of its right to the Common Area and Trails to any public agency, authority, utility, person, corporation or other entity for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless approved by sixty seven percent (67%) of the Directors.

3.2 Owner's Right to Parking Area. Every Owner shall have the right to control and limit the use of parking spaces on his/her individual lot. Connection of adjacent lots and easements through adjacent lots for circulation is encouraged.

3.3 Nuisance. No Owner, guest or invitee may use or occupy the Common Area, Paths, Roads, building, parking area, or any Lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other Lot or building Owner in the subdivision. Violations shall be enforced as provided in paragraph 12.1 of these Covenants.

3.4 Control and Management. The Association shall have the exclusive right and obligation to manage, control, and maintain the Common Area, Paths, Roads, and Parking Areas including but not limited to the layout, design, and installation of any improvements in accordance with these Covenants and the Open Space Management Plan for the Common Area. The Association shall appoint a Fire/Safety Committee. The Committee shall be charged with assuring compliance with all fire protection covenants. In the event no committee is appointed, the Board shall function as the Fire/Safety Committee.



3.5 Delegation of Use. Any Owner may delegate, upon notification to the Association, to the members of his immediate family, or contract purchasers who reside on the property, his right of enjoyment to the Common Area, Paths, Roads, and facilities.

3.6 Reservation of Easements. The Declarant reserves the right to grant and/or dedicate an easement or easements in any location on, over or across any Road, Lot, Parking Area, Common Area, or Path for water, sewer, natural gas, fire protection, electrical or cable TV for the installation, maintenance and repair of all such new or existing services, utilities, and ponds/streams.

3.7 Right of Access. The Association, First President, delegated representatives, or the Declarant shall have the irrevocable right to have access across any Road, Lot(s), Parking Areas, and Common Area to each building or Improvement from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair, or replacement of any Improvements thereon in accordance with Sections 11.1, 11.3, 11.4, 11.6, 11.7, 11.13, 11.17, and 12.1. Such right of access therefore, shall be for the purpose of ensuring compliance with the Committee approval and architectural controls in this subdivision. Except for improvements owned by the Association or used by the Association for its benefit or that of its members, all maintenance, repairs, or replacements on any Lot or on any structure thereon belonging to any Owner shall, except as otherwise provided herein, be at the expense of the Owner thereof. A similar right of access shall also be reserved and be immediate for the making of emergency repairs therein in order to prevent property damage or personal injury. All damaged Improvements shall be restored to substantially the same condition in which they existed prior to the damage. All maintenance, repairs, and replacements of the Common area, Paths, and Improvements shall be the common expense of the Association and all of the Owners; provided, however, if such damage is caused by a negligent or tortious act of any Owner, members of his family, his Occupant, agents, employees, invitee(s), or licensee(s), then such Owner shall be responsible and liable for all such damage.

3.8 Underground Utilities. All lines, pipes, wires and all other improvements relating to water, sewer, natural gas, power, cable TV and any and all other utilities and services must be buried underground except for the Improvements required to be above ground by the provider of the utility service.

3.9 Agricultural uses of neighboring properties. Lot owners in the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, animal odors, flies, burning, 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. All fencing bordering agricultural lands shall be maintained by the landowners in accordance with state law.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 **Membership.** Every Owner of a Lot or building which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership is automatically transferred on any sale of any Lot to the new Owner. A member of Genesis Partners, L.L.C. shall be the First President of the Association.

4.2 **Voting.** Within the Association each member shall be entitled to one vote for each Lot owned. It is estimated that there will be approximately twenty six (26) lots within the property after completion of all phases, and therefore a potential for approximately twenty six (26) votes. When more than one person holds an interest in any Lot or building, Owners shall designate one person to be the agent for receiving notices hereunder, and for the purpose of voting. Each Lot Owner shall be responsible for advising the Association in writing of their current address and the person designated to vote. The Association shall be deemed to have complied with notice requirements and these Covenants by mailing notice to the address of the designated Lot Owner which is on file in writing with the Association.

The First President of the Association shall have the complete, final, and binding authority over all matters and decisions as necessary to carry out all the purposes of the Association until 15 lots have been sold and closed. At this time the First President will resign, in writing, and relinquish his sole decision making authority over the Association. At this time the Association will elect a new President. The new President will not have the same powers the First President had, and he will have only one vote which will be equal to the one vote of any one member of the Association. A new President will be elected annually unless the Association chooses to elect the same President again. But, until such time as the First President resigns his position, if the First President is absent for any reason, then the remaining members of the Association are completely powerless to vote or decide on any issue whatsoever pertaining to the business of the Association. In the event that the first president dies or is otherwise incapable of carrying out his responsibilities, Genesis Partners LLC shall appoint another member to become president and function as first president as indicated in this document. Genesis Partners LLC shall have one vote for each lot owned by that entity.

4.3 **Notice and Quorum For Any Authorized Action.** Prior to sale and closing of the first 15 lots, the presence of the First President is all that is necessary for final decisions to be made and a quorum will not be required. Once the first 15 lots are sold and closed, and the First President resigns, then meetings shall require the presence of Association members entitled to cast a minimum of sixty six (66%) percent of all votes of the Association. The presence of Association members entitled to cast sixty six (66%) percent of all votes of the Association shall constitute a quorum. Notice shall be given 10 days prior to any meeting requiring action to be taken.

4.4 Meetings. There shall be a minimum of one (1) meeting per year called by the First President or subsequent Presidents at a date, time, and place as shall be determined by the President. The President of the Association has the right to call as many meetings as he/she deems necessary in order to perform all the functions of the Association in an efficient and professional manner.

4.5 Hired Officers and Contractual Agreements. The First President and subsequently the Association shall have the authority to hire additional professional officers or other personnel which they deem necessary for the smooth, efficient, and professional functioning of the Association. It is the general intent of this paragraph that these professional officers or other personnel are hired because they serve some specific professional function which is not able to be professionally performed by a regular member of the Association. Although, if one of the Association members is professionally qualified to perform a specific function which the Association needs, then it is permissible for a member to also be hired in this specific professional capacity. Although, these hired officers or other personnel shall not have a vote, unless they are a member of the Association. They may include, but not be limited to a manager, secretary, treasurer, accountant, and maintenance personnel. The Association shall also have the authority to make contractual arrangements with outside entities, including but not limited to an attorney, accountant, engineer, maintenance contractors, and building contractors to provide for the smooth, efficient, and professional functioning of the Association.

ARTICLE V

ASSESSMENTS

5.1 Creation of Lien and Personal Obligation of Assessments

The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges;
- (2) Monthly assessments or charges;
- (3) Special assessments;

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

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the property within the Genesis Business Park Subdivision and the Association and for the improvement, repair, maintenance, and protection of the roads, Common Area, Paths, Parking Areas, Sewer and Water systems, and Common Area facilities. As such, these purposes may also include, but shall not be limited to, funding for: water and wastewater services for each individual lot, maintenance of water (including fire protection elements) and wastewater systems, lawn care of lots including mowing and fertilizing, weed control, the payment of taxes; the purchase of insurance for the Common Area and risks involving the Association; maintenance (including snow removal) of roads, parking areas, utilities, streams, creeks, drainage ditches, ponds, paths, bridges and other improvements or easements owned by the Association or used by the Owners in common; the establishment, maintenance and protection of pastures, lands, crops, streams, creeks, drainage ditches, ponds, lagoons, timber, wildlife and animals within the property; the planting, cultivating, mowing, maintenance, harvesting and cutting of fields, grass, weeds or lands within the property; the construction, maintenance and repair of all Improvements, including buildings, structures, ponds, lagoons, drainage ditches, utilities, recreational facilities owned by the Association and constructed on the Common Area or elsewhere for the benefit of the Association; and the cost of labor, equipment, services, materials, management, protection and supervision of the assets and interests of the Association.

5.3a Annual Assessments. Annual assessment shall be determined by the first President, then the Association in an amount estimated to cover the normal operating expenses of the Association for each year as determined in conformity with standard accounting practices, together with such additional amounts as may, in their reasonable judgment, be necessary to cover any past deficits from operations or to create reasonable reserves for the future cost of operations of the Association. Annual assessments shall be apportioned among the individual Lot Owners according to the square footage of the Owner's lot. Proximity to the Common Area, percentage of street use, or any other variables which may seem more or less favorable to an individual building Owner will not be valid in the determination of the annual assessments.

5.3b Monthly Assessments. Monthly Assessments shall be determined by the Association in an amount estimated to cover the normal operating expenses of the association or water/wastewater provider for each month. These assessments include, but are not limited to, water service for each lot, wastewater service for each lot, lawn maintenance (mowing, fertilizing, weed control), Snow removal (sidewalk and parking lots). If a lot owner does not have a completed and occupied building, they would not be required to pay water and wastewater use charges until such services were used. Water/Wastewater assessments shall be apportioned according to the square footage of the owners lot and will be a fixed amount rather than being metered.

5.4 Special Assessments. In addition to an annual assessment to cover the Association's operating expenses, the Association, may levy, in any assessment

year, special assessment(s) for the purpose of reserving or paying for, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of a Capital Improvement of the Association upon the Common Area including personal property related thereto, and for such other purposes or projects benefiting the Association and its interests. Nothing stated herein shall restrict the right of the Association to provide for the repayment of the special assessment, and upon terms and conditions it deems appropriate, including the collection of interest on the deferred balance.

5.5 Notice and Quorum for Any Action Authorized Under Section 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 of Article V shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held sooner than fifteen (15) days following the preceding meeting.

5.6 Uniform Rate of Assessment. Annual, monthly, and special assessments will be determined according to the square footage of the Owner's lot. However, when in the judgment of the Association, a Capital Improvement is of a nature that uniquely restores damages or provides value only to certain individual Lot or building Owners then, to the extent determined by the Association that such Improvements are not beneficial to the Association as a whole or to the Owners of Lots or buildings in general, such portion of costs which solely contribute to those certain individual Lots or buildings may be pro-rated, scheduled and assessed among only those Owners of Lots or buildings affected.

5.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall be assessed on a calendar year basis. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot or building at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Association President or his representative setting forth whether the assessments on a specific Lot or building have been paid.

5.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of six (6) percentage points above the Prime Rate for Bank Lending in New York City. The Association may record a notice of lien against the property and bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as a mortgage on real property, and the Association shall be entitled in any such actions

or foreclosure proceedings to recover its costs, expenses and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

5.9 Subordination of Lien to First Mortgage. The lien of the assessments provided for herein shall not be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, whether such lien arises prior to such sale or transfer, or thereafter becomes due.

5.10 Declarant Assessments. For the purpose of assessments, any Lots owned by the Declarant shall be subject to the same assessments and provisions of these Articles as any other Owner.

ARTICLE VI

ARCHITECTURAL CONTROL

6.1 Intent. The architectural and design Covenants and guidelines which follow are intended to complement the Zoning Code and any future protective covenants which govern this Project, and to clarify the intention for the design of buildings for this Project. Specifically, these guidelines set forth design criteria which address the building design and location, landscaping, lot density, and other improvements. The intent of these guidelines is to allow as much flexibility as possible while at the same time define a minimum level of quality and consistency of building design which will be consistent with and maximize the quality of the overall Project. The unique design elements of the Developer, Building Contractor, Architect, and Owners for both the landscaping and the buildings will be respected, and individual expression is encouraged, provided they are harmonious with the overall plan of the area and the Project.

Except insofar as its duties may be extended with respect to a particular area by the Association, the Committee shall review and approve or disapprove all plans and specifications submitted to it for any proposed improvement.

No construction or structural alteration of any improvement or any work affecting the external appearance of any improvement shall be made, erected, altered, placed or permitted to remain upon the Lot until a site plan, floor plans, elevations, trim details, specifications and landscaping showing the design, location, material(s), and color(s) together with the name of the contractor shall have been submitted to and such site plan and specifications are approved in writing by the Committee.

6.2 Membership of Building and Landscaping Review Committee. The Committee shall consist of three (3) members. One (1) of the three (3) members of the Committee shall be the President. The remaining 2 members shall be appointed by the First President.

6.3 Standards For Review. It shall be the applicants responsibility to ensure that all proposed construction shall comply with the Uniform Building Code (or the code currently enforced by the City of Bozeman), National Plumbing Code and the National Electrical Code, and the Design Guidelines. All plans must be harmonious with the overall plan for the development. All plans, materials and specifications must be suitable to the site, adjacent properties and the neighborhood. All improvements must be compatible with the surrounding properties so as to not impair or degrade property or aesthetic values.

6.4 Approval or Disapproval by Building and Landscaping Review Committee. The Committee has fifteen (15) business days to approve or disapprove the location, construction design, landscaping, and materials used for the building. This fifteen (15) day approval time period will not start until after the detailed site plan, floor plans, roof plans, trim details, project specifications, color samples,

sample materials and landscaping plans have all been submitted to it. The Committee will then notify the Owner, in writing, of the date of the start of the fifteen (15) day approval period. If the Committee feels that insufficient plans, project specifications, color samples, sample materials or landscaping plans have been submitted either by the Lot owner or the Owners representative, then the Committee will notify the Owner in writing of the incomplete submittal. The owner will have thirty days to resubmit a completed resubmittal. The committee will then have and additional fifteen days to review the resubmittal. As a protection to the Owner, if the Owner has been notified in writing by the Committee of the starting date of the fifteen (15) day approval period and the Committee does not respond with approval or disapproval by the end of the fifteen (15) day approval period, then the approval shall be deemed granted. Any plans, specifications, samples, and proposals approved, either expressly in writing or by the expiration of the fifteen (15) day period hereinabove provided, shall then permit the Owner to commence construction in accordance with said plan, but any deviation from said plan which, in the judgement of the Committee, is also; a) a deviation of substance from either the Design Guidelines; b) the requirements of this Declaration; c) a detriment to the appearance of the structure or to the surrounding area shall be promptly corrected to conform with the submitted plan by the Owner or corrected by the Association at the Owner's expense as provided in sections 6.5 and 7.1 of these Covenants.

6.5 Inspection of Work. Upon the completion of any Improvement, if the Committee finds that such work was not done in compliance with all approved plans and specifications submitted or required to be submitted for its prior approval, it shall notify the Owner and the Association of such noncompliance, and shall require the Owner to remedy the same. If, upon the expiration of seven (7) business days from the date of such notification, the Owner has failed to commence to remedy such noncompliance, the Association shall determine the nature and extent of noncompliance thereof and the estimated cost of correction or removing the same. The Association shall notify the Owner in writing of the estimated cost of correction or removal. The Owner shall then only have five (5) days to commence such remedy and thirty (30) days to complete such remedy. If the Owner still does not comply with the Association's ruling within such five (5) day period, the Association, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Association shall levy an assessment and file a lien against such Owner and the Improvement in question and the land on which the same is situated for reimbursement and the same shall be enforced and/or foreclosed upon in the manner provided for by law for mortgages.

The Committee may inspect all work in progress and give notice of noncompliance as provided above.

6.6 Design Submittal.

a) Site plans including landscaping, walks and decks. (Scale: 1/8" = 1'-0" or similar engineering scale)

b) Complete Construction Drawings - At least three (3) sets shall be submitted to the Committee for approval. This includes floor plans, exterior elevations of all sides, roof design, specifications and construction details, all fire protection systems, and a separate drawing describing the fire protection system. (Scale 1/4" = 1'-0")

c) Samples of all exterior materials with their respective color proposals in an adequate size to evaluate properly. The time allowed for review of the plans will be no longer than 15 days from the time all design submittal requirements are received by the Committee. Upon receipt of the plan package, the fire protection authority having jurisdiction shall be notified to review the fire protection system. The time for plan review shall be adjusted accordingly if plans are submitted during any holidays. Approval of plan submittal shall require a majority by the Committee.

d) A review fee will be required at the time of submission of all the design submittal documents and materials. The Owner shall submit the required design review fee to the Committee. It shall be the duty of the Association to establish the amount of the design review fee. The purpose of the design review fee shall be to defray the Association's cost of review of all proposed site plans and specifications submitted to them.

6.7 Start of Construction. There shall be no construction work initiated without a building permit issued by the City of Bozeman or appropriate governing authority and without written approval of the plans by the Committee. All building construction and landscaping must conform to both the final approved plans by the City of Bozeman Building Department, the Gallatin County Planning Office, and the Committee. If the Owner does not intend to start construction within three (3) months of purchasing the Lot, then the Owner will be required to submit in writing a Lot maintenance program that is acceptable to the Committee. Such a program will minimally include but is not limited to killing and removing all existing weeds on the Lot, finish grading the lot if deemed necessary by the Committee, planting an acceptable seeding program as a new ground cover, providing a mowing maintenance schedule, mowing Lot in accordance to the maintenance schedule, and otherwise keeping the Lot in an attractive and presentable condition at all times. Storage of anything on the Lot during this time is completely forbidden, unless permission is obtained in writing from the committee.

ARTICLE VII

GENERAL PROVISIONS

7.1 Enforcement. Violation by an Owner, Occupant, Licensee, Architect or representative of the Owner of any restrictions, conditions, covenants or agreements herein contained shall give the Association, with reasonable notice, the right to enter upon the property concerned, and to summarily abate and remove at the expense of the Owner any erection, thing, or condition that may be in, or upon, said Lot, building, Common Area, road or right of ways contrary to the provisions hereof without being deemed guilty of trespass. The result of every act or omission whereby any restrictions, condition, covenant or agreement is violated in whole, or in part, is hereby declared to be and shall constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, fines and charges now or hereafter imposed. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Costs of Enforcement. Should any lawsuit or other legal proceeding be instituted by the Association against an Owner alleged to have violated one or more of the provisions of this Declaration and should the Association be wholly or partially successful in such proceeding, the offending Owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees at both the trial and appellate level.

7.3 Severability. Invalidity of any one of these covenants or restrictions by legal judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7.4 Amendment. Except those provisions requiring a greater consent, any provision herein may be amended or revoked and additional provisions added, at any time by a written instrument recorded in the office of the Clerk and Recorder of Gallatin County, Montana, duly signed and acknowledged by the declarant. Any fire protection covenant required by the "fire protection authority having jurisdiction" may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in the covenants and the "fire protection authority having jurisdiction". Any covenant which is included as a condition of the preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and the governing body of Gallatin County.

7.5 Term. The provisions of this Declaration shall be binding for a term of twenty-five (25) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years

not to exceed three (3) such extensions unless an instrument agreeing to amend, revoke or terminate this Declaration has been signed by the Owners of eighty (80) percent of the Lots and has been recorded.

7.6 Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor the Association nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's or the Association's respective duties under this Declaration unless such loss, damage or injury is due to the willful misconduct of the Committee or its members or of the Association or its members.

7.7 Reservation of Authority. Notwithstanding anything contained herein to the contrary, the Declarant hereby reserves all rights and authorities granted to it in this Declaration, to the Association and to the Committee until such time as the Declarant waives such reservation of rights in a writing recorded at the Gallatin County Clerk & Recorder's office.

ARTICLE VIII

SPECIAL IMPROVEMENT DISTRICTS AND IMPACT FEES

8.1 Waiver Of Protest To Future S.I.D.(s) and R.I.D.(s). All Owners of Buildings will be required to sign waivers of protest on all future S.I.D.(s) or R.I.D.(s) which the City of Bozeman or Gallatin County may require them to participate.

8.2 Impact fees. Though the development is presently outside the City of Bozeman and the City impact fee jurisdiction, Lot owners may be subject to impact fees should the property ever be annexed to the City of Bozeman. The developer has waived the right to protest future Special Improvement Districts (S.I.D.s) and/or Rural Improvement Districts (R.I.D.s)

ARTICLE IX

BUILDING AND SITE DEVELOPMENT

9.1 Intent of Design Criteria. The primary goal is to ensure that the proposed Project design, including landscaping, maintains or exceeds the general level of quality, size, appearance, and marketability. All initial or subsequent improvements to the privately owned Lots shall be subject to the following architectural and landscaping requirements and guidelines. Approval by the Genesis Business Park Building and Landscaping Review Committee shall be obtained prior to application to the City of Bozeman for a building permit. The submittal requirements for review by the B.L.R.C. are specified herein. The B.L.R.C. shall have no power to approve any structure failing to meet, at a minimum, the conditions set forth in this Declaration.

9.2 General Regulations. All lands within the Genesis Business Park Subdivision are subject to the zoning regulations of Gallatin County and as noted on the plat.

In addition to these Regulations, building design may be regulated by City, County, State and Federal regulatory agencies having jurisdiction. The Owner or his or her agent shall be responsible to ensure conformance with any applicable regulations, and should check with the City of Bozeman, Gallatin County, and State of Montana Building Codes Division to verify that the most recently adopted edition of any applicable regulation is being used. No construction of, or alteration to, any improvements, whether temporary or permanent, including but not necessarily limited to buildings, fences, walls, earthwork, paving, vegetation, signs, or secondary structures, such as utility or trash enclosure, antennas and storage tanks shall be commenced on any lot prior to receiving the written approval of the B.L.R.C. and the City of Bozeman or Gallatin County as applicable.

Interior modification and/or improvements that do not alter the exterior appearance of a building, or the site improvements, shall not require the approval of the B.L.R.C.. Although an Owner is responsible to check with the City of Bozeman to see if such interior modification and/or improvements requires their approval.

9.3 Density, Allowable Uses, Allowable Areas and Setbacks.

- a) Density. The density of the Genesis Business Park DEVELOPMENT shall be as follows:

Overall land coverage by principal and accessory buildings shall not be more than 40 percent for residential uses or more than 60 percent for any other uses. The percentage of coverage is based on the total project, as the parking areas and open space are common area and not part of the lot as in a conventional subdivision.

b) Permitted Uses. Permitted Uses shall be as follows:

Principle uses:

Apartments located on the second or subsequent floors
Essential services (Type I, see Zone Code for definition)
Medical Offices, clinics, and centers
Offices (professional offices and business headquarters)

Conditional Uses:

Apartment buildings and multi-family dwellings
Bed and Breakfast homes
Churches
Community residential facilities
Day Care Centers
Efficiency Units
Group Homes
Lodginghouses
Schools

Note: All Conditional Uses must first obtain special permission from the B.L.R.C. prior to their application to the County for a Conditional Use Permit. Lots used for residential use shall be limited to the park land calculations shown on the final plat.

Accessory Uses:

Fences
Greenhouses
Home Occupations
Private Garages
Tool sheds for storage of domestic supplies
Other buildings and structures typically accessory to permitted uses.
Signs, subject to the Zoning Code
Refuse Containers
Accessory structures as approved by the Planning and Zoning Board
Temporary buildings and yards incidental to construction work
Parking areas

9.4 Height Limits. Maximum roof heights will be 38' with roof pitches of 3/12 or greater and 32' for buildings with flat roofs or with roof pitches of less than 3/12. Measurement of building height shall be in the same manner as specified by the Zone Code.

9.5 Minimum and Maximum Building Sizes.

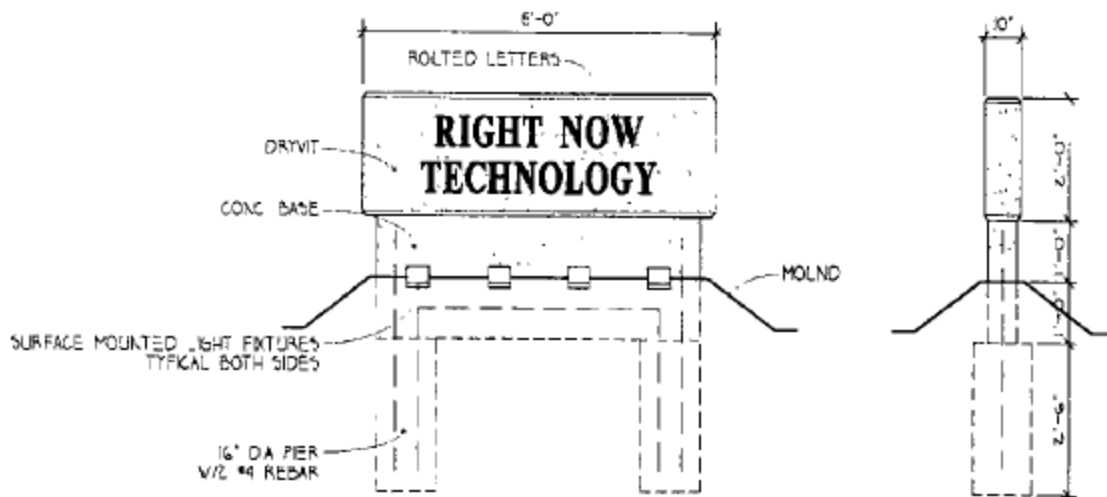
- a) Minimum. 2400 square feet
- b) Maximum. Maximum sizes shall be governed by applicable Zoning Regulations.

9.6 Master Signage Plan. The signage plan for the development incorporates 3 main elements. They are as follows:

Development Identification signs. These 2 signs are located at the 2 main entrances to the Development. The locations are noted on the Final site plan and details are shown.

Building Identification signs. These signs are located on the interior streets. The locations are noted on the Final site plan and details are shown. The information on the signs will be limited to the name of the building complex and the street number range of the units serviced by that entrance.

Unit Identification signs. These would be individual signs for each unit within the buildings showing the name of the particular business and the number of the unit. All buildings shall be clearly marked with the address numbers that are plainly visible and legible from the primary parking lot.



ARTICLE X

BUILDING GUIDELINES

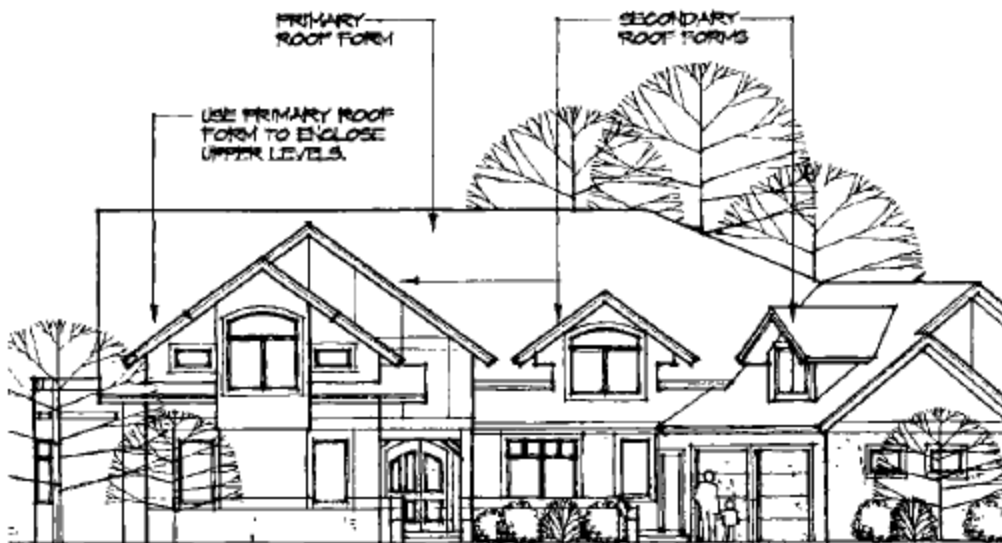
10.1 Intent and Design Theme. The intent of the following Building Guidelines is to provide for a degree of continuity throughout the builtup setting of the GENESIS BUSINESS PARK without stifling personal taste in choice of building style. Furthermore, the intent is to establish minimum standards to ensure that the type of building constructed is at the least comparable to and blends with the eclectic styles of housing found in the surrounding developments, and that the type of building avoids the appearance of "commercial development". The purpose of the design theme is to produce functional and cost effective structures that have a residential character, including protected entrances, varying roof lines (including multiple roofs and domers), exterior spaces such as decks and porches, and overall forms that have a residential character and feel. Design elements should address the direction of current residential trends incorporating the features and materials indicated in the following sections.

10.2 Design Concepts.

- a) Articulation of main entrances. Each building shall have a clearly defined main entrance that is articulated by roof and building massing as well as landscaped design elements such as sidewalks, planting, lighting elements, etc.
- b) Orientation of buildings. Each building shall be oriented to the parking area provided for it in terms of ingress and egress. The building may be additionally oriented to views or to adjacent building for purposes of pedestrian circulation between buildings. Each building should be particularly sensitive to the pedestrian traffic between building and parking and relate well to the sidewalk required along the building side of the parking lots.
- c) Scale and Massing of Buildings. Each buildings design must address the scale and massing not only of the particular building itself but also of adjacent buildings within the development. Each building will be reviewed by the B.L.R.C. on this basis.

10.3 Roofs. Roofs are a major element in the building design and therefore will be emphasized by the Building and Landscaping Review Committee.

a) Shape and Form. Early Structures in Gallatin Valley responded to the sever climate with traditional roof forms that dealt with the sometimes heavy snow loads. It is the intention of these guidelines to require traditional gable, hip, and shed roof designs used in creative and aesthetically pleasing combinations. The traditional forms not only help establish the rural feel desired, but also make the structure more practical for the owners. Secondary roof forms are highly recommended in designs for Genesis Business Park. These are particularly useful to give proper scale to large roof masses. They can be particularly effective when special care is given to their massing and pattern. In the event of large buildings, the mass in relation to the same height limitation may negate these roof design concepts, and in the event of a building with a footprint of 15,000 square feet or more, a flat roof with proper building design may in fact be desirable. For further illustration see the following examples:

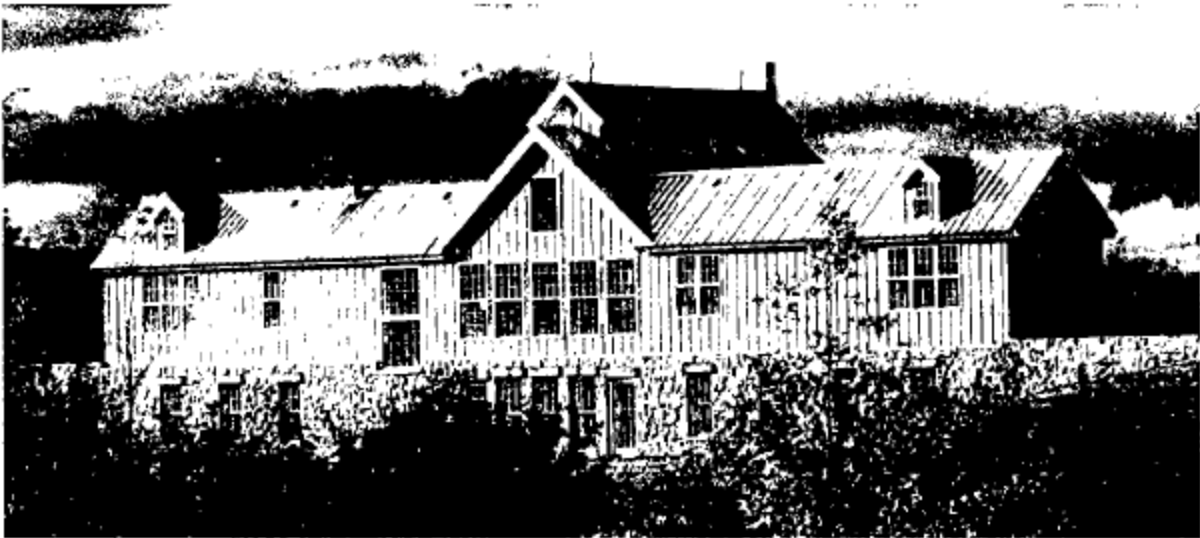




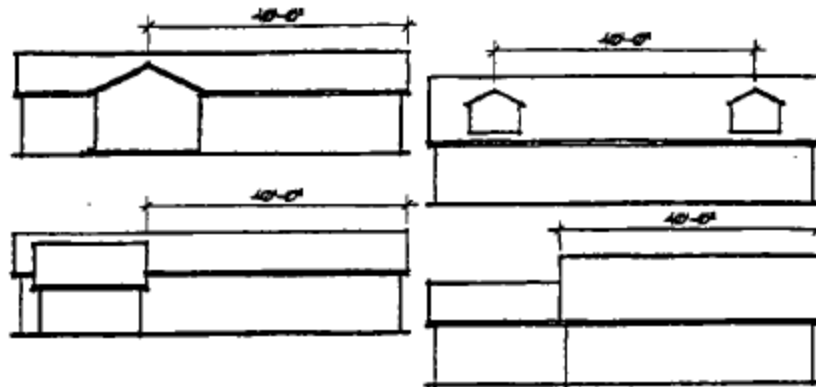
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In addition, no roof ridge line shall extend more than forty (40) feet without interruption by an intersecting roofline, secondary roof structure, or step down roof in order to break up the overall roof mass. For further illustration see drawing below.



ROOF ARTICULATION MEASUREMENT CRITERIA

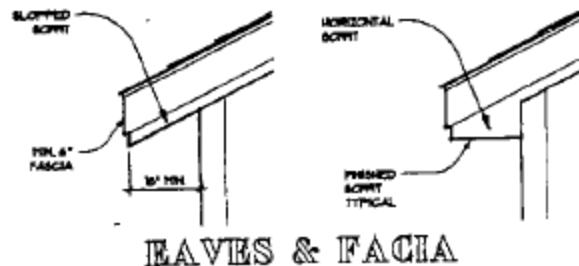
b) **Pitches.** The minimum roof pitch shall be 6:12 for the major components of any roof. Minor components and secondary roof structures, such as shed roofs and dormer roofs may have pitches as low as 4:12. No component of any roof shall have a pitch less than 4:12. Under certain special circumstances the roof design may incorporate as a minor component of the overall roof design a flat roof. Additionally, in the case of buildings with a footprint of 15,000 square feet or more, a flat roof may in fact be more appropriate. The B.L.R.C. may approve a flat roof on the larger structures indicated when the applicant has demonstrated the appropriateness and mitigating design elements.

c) **Secondary Roof Structures.** Skylights, chimneys and solar collectors are not considered secondary roof structures. Dormers and most other secondary roof structures are encouraged, both to add interest and scale to major roof areas and to make habitable use of space within the roofs. Dormers and other secondary roofs may have gable, hip or shed forms and may be stacked in multiple forms.

When designing the location of skylights, consideration should be given to both the interior and exterior appearance of the unit. Locations should also be coordinated with window and door locations. Skylights shall be located away from valleys, ridges and all other areas where drifting snow and snow ice may hinder the performance and safety of the unit.

Solar collectors can be very unsightly, and therefore, shall be integrated into the overall roof design, and shall be placed parallel with the slope of the roof or wall of the building.

d) Eaves, Soffits, and Facias. All major roof components shall have a minimum horizontal eve projection of 18 inches measured from the finished wall. Minor roof structures may have a reduced eve projection as necessary to maintain proper proportion or for a specific architectural effect demonstrated to the Committee. Eves may have a horizontal or angled return to the wall. Soffits shall be required to cover all rafter tails and rough framing material except where framing members are finished and protected from exposure. For further illustration see drawing below.



10.4 Roofing Materials. Roofing materials enhance the building and need to be compatible with the single family residential neighborhood. The recommended roofing materials are fiberglass composition shingles, specifically Timberline 30 in "weathered wood". Other materials may be acceptable with approval from the B.L.R.C.

10.5 Gutters, Downspouts, and Flashing. Gutters and downspouts are allowed but they must be of a color and finish that blends with the finish colors of the structure. Unpainted gutters, downspouts or flashing will not be allowed. Flashing materials shall be of copper or painted or anodized sheet metal.

10.6 Equipment and Ventilating Roof Projections. All roof mounted equipment shall be integrated into the overall roof design and screened. All roof mounted HVAC equipment will be screened from view with an architectural element consistent with the design of the building and oriented away from the street side of the building. Other non-roof mounted equipment shall likewise be screened from view either with architectural elements such as approved fencing or with the use of landscaping.

10.7 Exterior Walls. The exterior walls are one of the most important aesthetic elements in the building design and will reflect the image of the entire subdivision. Elements of specific concern are scale, proportion, texture and color. The scale and proportion of the exterior walls must have inherent interest and diversity, and harmonize with the high quality nature of the development. All buildings will be of new construction and there will be no log, manufactured, mobile, pre-assembled, or modular buildings allowed.

a) Materials. The materials that are acceptable to provide the desired look and textures are real stone and brick, wood beams and siding which is painted or

stained, and E.I.F. Systems (Synthetic Stucco). Color lock, and vinyl siding, may be acceptable provided it is of high quality and simulates wood materials faithfully, and the specific brand is approved by the B.L.R.C.. Steel or aluminum siding, and most simulated stone, brick or wood must demonstrate to the B.L.R.C. their appropriateness in the development. The Committee will consider new building materials on the market that maintain the aesthetic character of the subdivision. Metal buildings will not be allowed within the development unless they demonstrate exceptional design qualities combined with extraordinary quality of materials.

b) Colors. The colors used must be muted earth tones and must also be considered to harmonize and complement the surrounding site and neighboring buildings. Trim colors should demonstrate only subtle color changes from the main body of the building. Limited use of bolder accents may be used if demonstrated to the B.L.R.C to be compatible with the character of the development.

c) Concrete. Exposed concrete shall be limited to a maximum of 8 inches from the bottom of the siding to the finish grade. Exposures of more than 8 inches shall be covered by shrubs, masonry veneer, texture concrete surface such as exposed aggregate or synthetic stucco.

e) Wall Form. No wall shall consist of a single finish treatment for more than 14 horizontal feet without interruption by a wall projection, window, wall corner, wall recess, porch or other architectural form that adds interest.

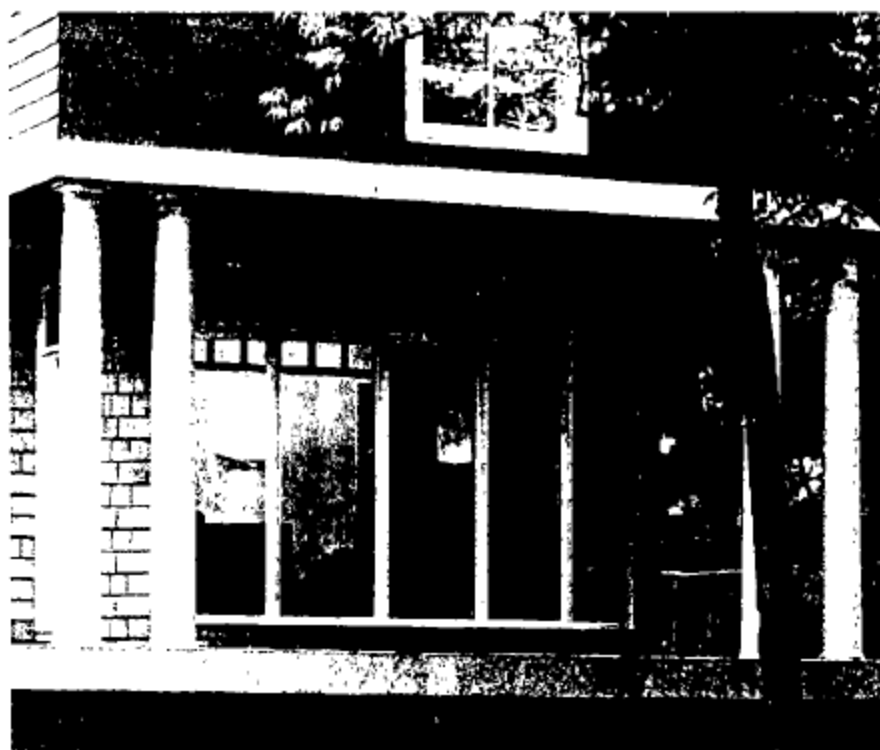
f) Windows and Doors. Windows are an important architectural element and are therefore required to be designed in a manner consistent with the residential area of the subdivision. Additionally, projections and recesses, and divided light windows are encouraged to accentuate a residential feel. See the following examples:



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All windows shall be of double or triple glazing. Low "E" coatings are permitted. Vinyl, aluminum, and clad wood windows are permissible. Unclad wood windows are not permissible. Main entrance door types, styles, and design must be submitted for approval.

The patterns, sizing, symmetry (or asymmetry) of windows and doors determines the scale and feel of a building. The Committee will require that the following aspects be carefully addressed in the window and door design:

- 1) Consistency of types and shapes.
- 2) Special shapes used for "feature" windows in appropriate areas.
- 3) Use of window patterns consistent with the design and massing of the structure.
- 4) Consistent use of window forms in conjunction with adjacent window forms.

See Illustrations below.



10.8 Fire Protection: Each building is required to have a sprinkler fire suppression system that complies with code requirements, designed and engineered (with appropriate stamps and signatures) and installed in accordance with the current edition of the appropriate National Fire Protection Standard for the building and its use, and must be approved by the "fire protection authority having jurisdiction".

10.9 Parking. Each building is required to have the number of parking spaces required by the Zoning Code. Parking cars over-night in the parking areas is forbidden, except for those buildings with residential use.

ARTICLE XI

SITE DEVELOPMENT AND LANDSCAPE GUIDELINES

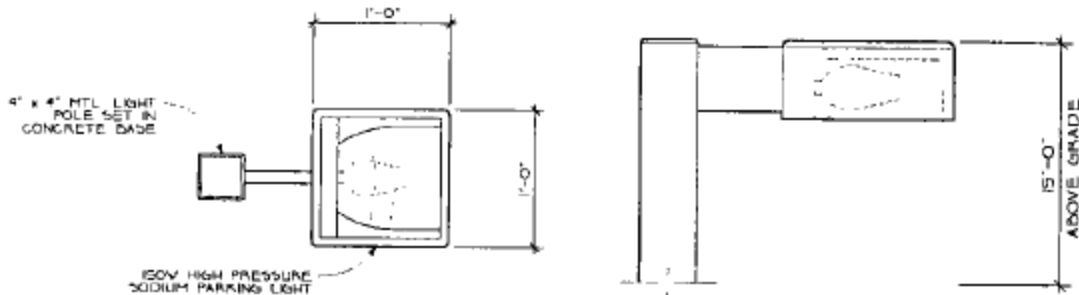
All site improvement plans shall be reviewed and approved by the Genesis Business Park Building and Landscaping Review Committee prior to commencement of construction or alteration. Minor adjustments to the building and landscaping after initial construction shall not require submittal of plans. Minor adjustments shall include replacement of dead or dying vegetation and the addition of trees, shrubs or other landscaping features providing that such additions are consistent with the Site Development and Landscape Guidelines.

11.1 Driveway Culverts. All driveways and parking areas shall be surfaced with asphalt or concrete. Parking lots shall have a concrete rolled curb around all edges. Driveway culverts shall have attached flared ends, of sheet metal or concrete construction, according to county standards. Culvert ends, not counting the flared ends, shall extend a minimum of 4 feet beyond the edge of the driveway. All culverts damaged by construction shall be replaced prior to final surfacing of the driveway.

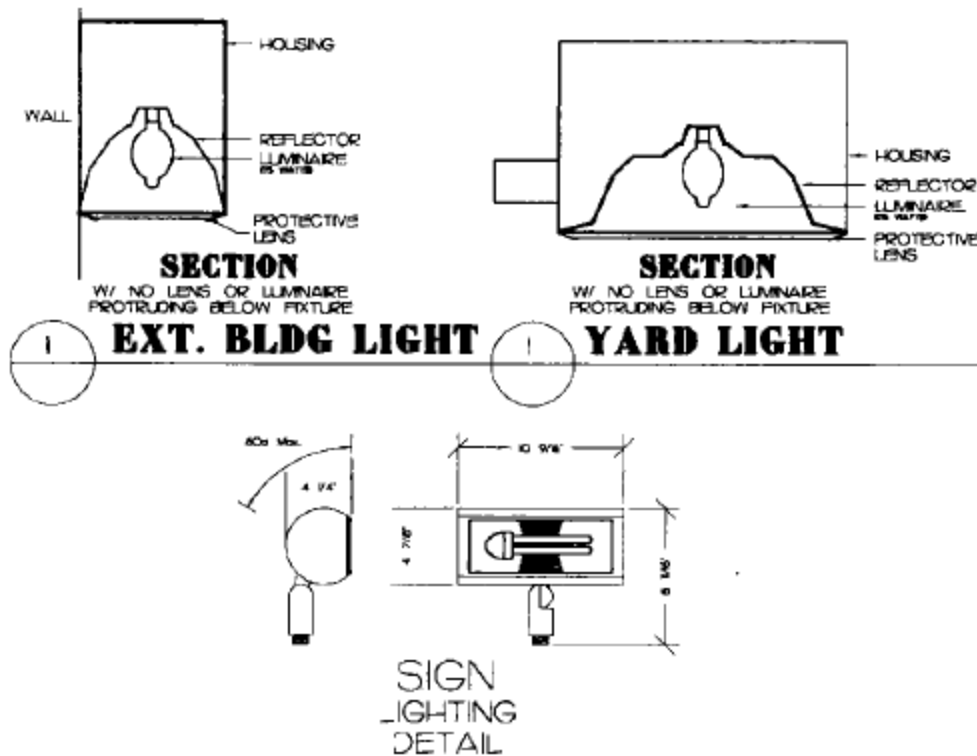
11.2 Fences. One of the primary goals of the Genesis Business Park Subdivision is to create an atmosphere that is open and expansive. Lot fencing will not be allowed in this subdivision unless approved by the B.L.R.C. for specific reasons demonstrated by the applicant. Fencing for screening of loading areas and mechanical equipment only will be allowed. Fencing should be only as high as necessary to screen the area or equipment in question, and will in no instance exceed 6' in height unless specifically approved in writing by the B.L.R.C.

11.3 Privacy Screening. Privacy screens will be allowed but must be constructed of wood siding (same as the main building), stucco, brick, or stone materials, and they shall be an integrated part of the main building. There shall be a size restriction. Plans for privacy screening must be submitted and approved by the B.L.R.C..

11.4 Exterior Lighting. While lighting for safety and security is encouraged, the elimination of excessive light is of prime concern. All lighting for parking and driving areas shall be fully shielded as shown in the following example, and in no case shall exceed 20' in height:



Additionally, all lighting for the buildings and walk areas shall be concealed or recessed into the structure where possible. Additionally, where wall mounted fixtures or ballard type lighting for pedestrian circulation areas are required, all lighting will be of a type that has the luminaire of the fixture shielded from view from any angle with the exception of the area intended to be illuminated.



Lighting for signage shall be limited to landscape type lighting. In cases where internal lighting of signs is required, the translucent lighted portion shall be the letters only and the background shall be dark. Only enough light shall come through the background to give a sense of the background color.

11.5 **Utilities.** All utilities including, but not limited to, natural gas, electricity, telephone and cable T.V. shall be located underground.

11.6 **Storage Sheds.** Storage needs should be anticipated in the planning stage and will be required to be an integral part of the design of the building.

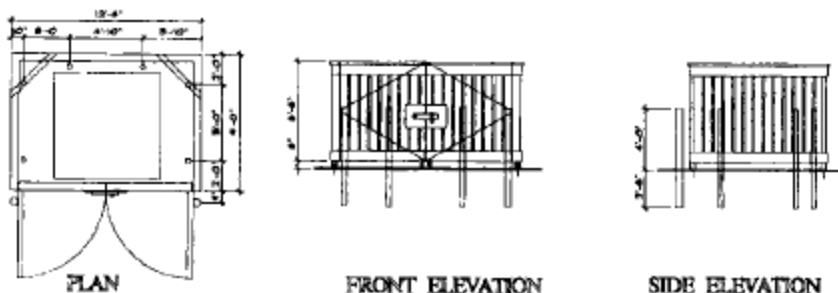
11.7 **Mail Boxes.** Mail boxes shall be designed in accordance with U.S. Postal regulations and approved by the Local Postmaster as shown on the site plan.

11.8 **Temporary Structures.** No temporary structures, trailers, campers, motor buildings, tents, shacks, or similar structures shall be used at anytime on the lot, except during construction.

11.9 **Construction Debris, Materials Storage, and Clean-up.** A list of acceptable procedures and guidelines will be given to the Owner prior to actual construction commencing and will require the written acceptance of compliance by the Owner prior to starting construction or construction will not be approved. Construction materials shall not at any time prior to or during construction be placed or stored in the street or placed anywhere else so as to impede, obstruct or interfere with pedestrians within the street right of way. Construction materials shall be removed from the entire Lot within thirty (30) days of substantial completion of construction.

Construction sites shall be kept clean, neat, and well organized. Any construction debris shall be the responsibility of the Building Contractor and Owner and shall be kept clean and properly stored. If construction debris blows onto another Owners lot it is the responsibility of the Owner's Contractor to clean it up immediately. Of particular concern to the Declarant is street cleanliness. Any construction debris, and most especially dirt, gravel, rocks, and concrete which find their way into the street shall be removed. Owners are highly encouraged to notify their building contractors in writing of this important condition prior to signing their construction contract with them.

11.10 **Solid Waste Containers.** Dumpster enclosures shall be designed in the same style and materials as the main buildings. If the enclosure is not designed in the same style as the main buildings which it serves, it shall be of the following design and constructed of steel substructure with Cedar board exterior. If the enclosure is designed to match the building(s) served, it shall be approved in





writing by the B.L.R.C. All solid waste containers must be stored in their enclosures except during reasonable periods prior to and after pick-up, and only on day of pick-up.

11.11 Signs. Signs shall not be permitted on the private, public or commonly owned lands within Genesis Business Park except as follows: Signs shall comply to the Master sign plan addressed in section 9.6.

11.12 Landscaping. Landscaping will be required to enhance the value of the property and the aesthetics of the site. The entire site shall be landscaped, including up to the actual edge of the road, and all owners are required to maintain their grounds through the Association. Landscape, grading and irrigation plans shall be submitted and approved by the Committee. In locating bushes and trees consideration must be given to surrounding neighbors concerning view corridors and sun penetration to their site. Owners shall maintain the transition from the formal landscaping around the buildings and the Open Space areas which will be maintained to a lesser degree according to the Open Space Management Plan. Where lawn is planted an underground sprinkler system will be required and sod must be installed. Landscaping must be complete within 60 days of occupancy, weather and season permitting.

11.13 Landscaping Maintenance. Lawns and landscaping shall be maintained in a manner which shall not detract from the appearance and value of the adjoining lots or diminish the aesthetics of the subdivision. Infractions will be dealt with as defined in paragraphs 6.5 and 7.1 of these Covenants. Mowing, fertilizing, and weed control for all lots in the subdivision will be managed by the Association. The intent of this provision is to ensure that every lot in the Park is maintained in a uniform manner. The association shall hire contract services for lawn maintenance of all lots.

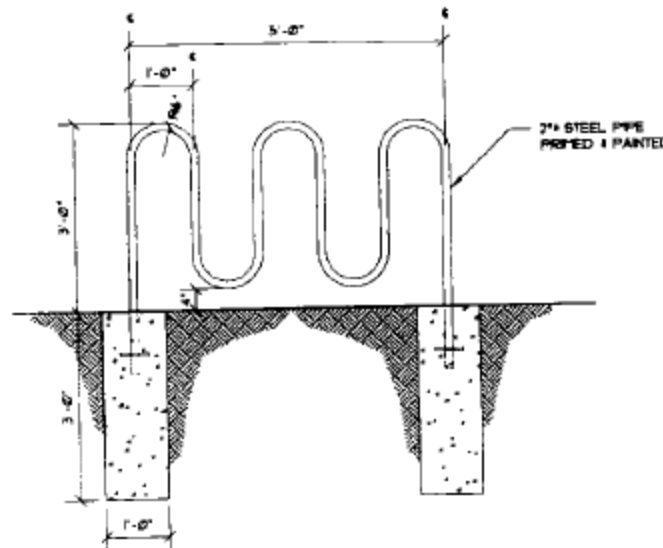
11.14 Landscaping requirements for individual buildings. Each proposed building will provide a landscape plan for the review committee of the Genesis Business Park Lot Owners' Association. This plan will show all foundation and perimeter plantings, irrigation system plans, sidewalks, and other landscape elements. In addition to the Landscape requirements of the Planning authority, the following foundation plantings will be required: For every 8 linear feet of foundation wall, the owner will be required to provide and plant as a minimum 1 small ornamental tree, 1 evergreen shrub, or 1 deciduous shrub as defined in the Zoning Ordinance. This landscape plan will be designed to soften the transition between the building and the landscaped lot and will be consistent with the approved landscape plan of Genesis Business Park. Landscape beds shall be edged and mulched in washed gravel or bark, and shall be constructed with weed mat.

There will be a minimum of 12 trees required per lot, and all trees will be a minimum of eight (8') feet in height. Thirty (30%) percent of the required trees will need to be conifers. Trees are encouraged to be planted in clusters rather than regular intervals around the property. Shrubs and flowers can be used to

provide a transitional mass from the tree clusters to the lawn surfaces. Deciduous trees and shrubs can be placed on the southern and western sides to provide shade in the summer months and allow sun to penetrate to the building during the winter months. Suggested deciduous trees are Aspen, European Green Birch, Rocky Mountain and Big Tooth Maple, and others recommended by the City of Bozeman Zone Code. Suggested evergreen trees are Douglas Fir, Ponderosa Pine, Engleman and White Spruce, Subalpine Fir, and Scotch Pine. Additionally for each building built directly adjacent to another building, the landscape plan shall denote 1 large canopy tree or 1 large non-canopy tree for every 30' of adjacency. In the event that a large tree is inappropriate, 2 small ornamental trees may be substituted. Definitions for plantings will be from the Bozeman Zoning Code.

Each building will be required to provide a substantial landscape strip between the building and the side walk along the parking. In no case shall the width be less than 3 feet, with the exception of those places where the sidewalk abuts the entrances.

Each building will provide a bicycle rack consistent with the following detail or an alternate design approved by the B.L.R.C.



11.17 Noxious Weed Control

The landowners shall be responsible for the control of state and county declared noxious weeds on his or her lot. Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious weeds, after 10 days notice from the 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.



ARTICLE XII

OPEN SPACE MANAGEMENT PLAN

12.1 Intent. This Declaration provides the authority for this Open Space Management Plan through the Genesis Business Park Subdivision Lot Owners Association. The intent of the Open Space Management Plan is to provide for the management, maintenance, implementation, and protection of the Common Open Space within the Genesis Business Park property. The intent of the Open Spaces within this Project is to provide:

- a) a general feeling of openness
- b) a buffer zone between lots,
- c) corridors for paths,
- d) recreational space for residents

The following Open Space management standards apply to the Open Space lands in the property within Genesis Business Park Subdivision:

12.2 Open space. Public space, constituted by the roads, pedestrian system, and recreational area adjacent to the pedestrian system.

12.3 Paths. Paths are located so as to provide opportunities for interior walking loops. Ancillary facilities such as benches and picnic tables may be located along paths.

12.4 Landscaping. Landscaping plantings shall feature native species but may incorporate non-native and ornamental species of trees and shrubs. The dominant theme for landscaping shall be large open grassy areas with clusters of trees, to create visual backdrops and vegetated islands requiring little maintenance.

12.5 Maintenance Practices. The President shall determine frequency and schedule of all commons space maintenance practices.

12.6 Noxious Weeds. Noxious weeds shall be controlled on all common open space areas. The preferred method is by introduction of desirable plant species that eliminate weeds. Interim measures permitted include herbicide applications, mowing and biological control. All herbicide applications shall be conducted according to applicable State and Federal laws. The control of noxious weeds by the Association on those areas for which the Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District.

12.7 Animal Control. Domestic pets shall not be allowed at any time in the open space areas or paths unless on a leash. Temporary fencing around shrubs and trees to prevent animal depredation shall be permitted for the period of time

necessary to ensure survival of the plantings. Rodents may be controlled if levels of depredation threaten the survival of plantings or constitute a health hazard. If poisons are used they shall be applied only in accordance with applicable State laws. Pesticides may be used to control insect populations that are a nuisance, threaten the survival of plantings or constitute a health hazard. Pesticides may be applied only in accordance with applicable State laws.

12.8 Additional Restrictions.

a) All buildings shall be prohibited in the common open space areas except structures related to the function and intent of the common areas.

b) Motorized vehicles are prohibited within the common open space areas except for maintenance and construction of landscaping, facilities or structures related to the function or intent of the open spaces.

c) No open burning of privately generated debris shall be permitted on commonly held open spaces. Open burning of debris generated from the commonly held open spaces may be allowed in accordance with local burning regulations, but only by someone authorized by the Board. Individual lot owners shall not be allowed to burn in either their private property or in the common open spaces.

12.9 Road, Sidewalk, and Central Services Management Plan. The intent of this section is to authorize the Genesis Business Park Lot Owners Association to establish a maintenance plan for the vehicular and pedestrian facilities, and any central services within the subdivision.

The purpose of the management plan shall be to provide for the long term maintenance, reconstruction and replacement of all street and sidewalk surfaces, and central services, located in the subdivision.

The Association shall accept ownership and maintenance of all streets, sidewalks and central services when constructed to the standards approved on the final plat for the Genesis Business Park Subdivision or approved and constructed by the Association at a later date. The Genesis Business Park Lot Owners Association shall have no authority, duty or right to obstruct, delay or harass the Declarant in regards to additions to or extensions of streets, sidewalks, or central services that are approved by Gallatin County.

The Association, shall establish a plan for long term maintenance of all roads, sidewalks, and central services. The Association shall also establish a plan for the day to day maintenance of the roads, sidewalks, and central services. In accordance with such plans, the Association shall see to it that the sidewalks, roads, and central services are maintained, cleaned and snow plowed in a timely fashion. The Association shall hire contract services for road, sidewalk, driveway, and central services maintenance. The Association will at such time as a batch reactor sewage treatment system is required, will provide plans for the mitigation of

any visual impacts of same for approval by the County Planning Office. The Association shall have the authority to assess the Lot Owner's for services rendered in maintaining and repairing all streets, side walks, and central services as specified in Article 5, titled Assessments.

12.10 Additional Fire Protection Requirements -- In addition to the fire protection requirements already noted in sections 3.4, 6.6 (c), 7.4, 10.8, 9.6 (address visibility), the following is required:

- (a) An approved key box is required to be installed on every building in a location to be approved by the fire protection authority having jurisdiction. The key box shall contain the keys necessary to gain access to ensure immediate access for life-saving or fire fighting purposes and a written list of current contact persons and phone numbers for the building.
- (b) The property owner is responsible for the condition of the building's fire sprinkler system and shall keep the system in normal operating condition. The property owner shall promptly notify the fire protection authority having jurisdiction whenever any fire sprinkler system or portion of any system is shut off or is to be out of service for any reason. Buildings in which the fire sprinkler system is not maintained in an operable condition are deemed to be unsafe and shall be abated according to the fire protection authority having jurisdiction.
- (c) The fire department shall have unrestricted use (at no cost to the fire department) of fire protection features including but not limited to water sources, pumps, and hydrants.
- (d) Water sources, draft sites, pumps, hydrants, and other fire protection equipment required for plat approval shall be subject to periodic tests, at a minimum of one approved test/year, conducted and documented by the property owner's association, as required by the fire protection authority having jurisdiction. The test shall be field measured, inspected, and certified by a licensed professional engineer from the State of Montana. All such equipment shall be maintained in an operative condition at all times and shall be repaired or replaced when defective. Additions, repairs, alterations and servicing of such fire protection equipment shall be in accordance with approved standards. All fire protection equipment and



features shall be properly maintained to provide at least the same level of performance and protection as designed. The owner's association shall promptly notify the fire protection authority having jurisdiction whenever any fire protection equipment, system or portion of any system is shut off or is to be out of service for any reason.

(e) All buildings shall be built in compliance with the current edition of the Uniform Fire Code.

(f) The water supply shall include water storage in the amount of 180,000 gallons (1500 gallons/minute for 2 hours). The water source shall use a pump capable of supplying 1500 gallons per minute at 20 psi through an approved hydrant. The flow rate shall be field tested, inspected, and certified by a licensed PE from the state of Montana.

(g) The fire sprinkler shall have a flow switch activated auto dialer connected to an approved fire alarm monitoring station.

(h) All fire protection requirements stated in these covenants apply in perpetuity.

(i) For the purposes of enforcement of the fire protection features of these covenants, the fire protection authority having jurisdiction shall be made a party to the covenants.

Declarant: Genesis Partners, LLC

By: 
Steve Daines, Member

 12/15/99
Greg Gianforte, Member

12/15/99




NOTARY PUBLIC for the State of Montana
Residing at Bozeman, Montana
My Commission Expires August 1, 2000



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State of Montana
(County) of Gallatin

December 15, 1999

The Genesis Partner Business Park Covenants was signed and acknowledged before me of December 15th, 1999, by Greg Gianforte and Steve Daines.

Charlene K Hoskins
Charlene K. Hoskins

NOTARY PUBLIC for the State of Montana
Residing in Bozeman, Montana
My Commission Expires August, 1, 2000





In order to fulfill the requirements of Condition Sixteen (16) of the Conditions for Final Plat Approval for the Genesis Business Park, dated July 23, 1999 the Subdivider (Genesis Partners, LLC) agrees to the following:

1. Prior to having a fully operational fire protection water supply, Genesis Partners, LLC will allow up to four office buildings to be constructed in the Genesis Business Park.
2. By beginning construction of these buildings prior to having the fire protection water supply in place, Genesis Partners, LLC understands that they are taking risk in beginning construction. This risk is due to the fact that the Sourdough Fire Department is unable to provide standard and adequate fire protection because of the absence of the on-site fire protection water supply.
3. Being aware of these risks, Genesis Partners, LLC affirms their understanding that in the event of a fire occurring prior to having the on-site fire protection water supply in place, the Sourdough Fire Department will only take defensive, exterior fire fighting actions, and that the likely outcome of a fire will be a total loss to the building or buildings.
4. Knowing the above, Genesis Partners, LLC does not hold the Sourdough Fire Department responsible in any way for any negative outcomes from a fire event in Genesis Business Park prior to having the fire protection water supply in place and operational. Genesis Partners, LLC has chosen to proceed with building up to four office buildings, knowing that the fully operational fire protection water supply system is not yet in place.
5. Genesis Partners, LLC agrees that occupancy will occur only when all fire protection covenants are complied with.


Genesis Partners, LLC Member

10/18/99
Date


Sourdough Fire Department

10-18-99
Date