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Shelley Vance-Gallatin Co MT MISC 324.00

PLATTED

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR TIMBERCREST ESTATES

THIS DECLARATION is made this 3rd day of December, 2004, by SICO Montana, LLC, hereinafter 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:

> Tracts 3529, 3534, 3536, 3537, 3538, 3539, 3541, 3543, 3544, 3547, 3548, 3549, 3550, 3552, 3555, and 3557 of Certificate of Survey 36A, located in Section 35, Township 2 South, Range 7 East, Gallatin County, Montana

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

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

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 excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, tract or division.

This Declaration of Protective Covenants recognizes that the Timbercrest development is located within the Trail Creek Zoning District and are subject to those covenants as recorded and amended for the Meadow Creek Ranch.

Said Covenants shall be as follows:

ARTICLE I

DEFINITIONS

Section 1. The term "Association" shall mean the Timbercrest Homeowners' Association, its successors and assigns. The Association may be incorporated as a Montana nonprofit corporation, with its members as the tract owners.

Section 2. The term "member" shall mean any owner or tract owner. Each member or owner agrees to abide and be bound by these Covenants, the Articles of Incorporation, and the Bylaws and the Resolutions of the Homeowners' Association, if any.

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

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

Section 5. The terms "properties" and "tracts" shall mean all of the real property herein described as Timbercrest described above and according to the official records of the Clerk and Recorder of Gallatin County, Montana.

Section 6. The term "Directors" shall mean the Board of Directors of the Association, and shall consist of three tract owners who shall be elected at the annual meeting by a simple majority of the members of the Association. The Board of Directors shall be elected for a term set by a simple majority of the membership, but not less than one year. Any vacancy in the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining Directors.

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

Until 75% of the tracts in Timbercrest have been sold or five (5) years after the recordation of these Declarations, which ever occurs later, the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be tract owners or members of the Association.

Section 7. The term "Declarant" shall mean and refer SICO Montana, LLC, and its successors and assigns.

Section 8. The term "Timbercrest Committee for Design Review " or "DRC" shall mean the Committee as defined in Article IV of these covenants and the Timbercrest Design Review Regulations.

Section 9. Other definitions may be found throughout these covenants and those definitions are binding upon all owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

ARTICLE II

TIMBERCREST HOMEOWNERS' ASSOCIATION

Section 1. An association is hereby established known as "Timbercrest Homeowners' Association" hereinafter referred to as the "Association".

Section 2. Every owner or contract purchaser of a tract shall be a member of the Timbercrest Homeowners' Association. Membership shall be appurtenant to and may not be separate from the ownership of any tract. Each owner shall be responsible for advising the Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The initial address of the Association shall be P.O. Box 7344, Bozeman, MT 59771. The address of the Association may be changed by the Board of Directors upon notice to the owners.

Section 3. For the purpose of determining membership, at any meeting a person or entity shall be deemed to be a member upon the recording of a duly executed deed to that owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner. The legal title retained by the vendor selling under contract shall not qualify such vendor for membership.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original seller on a contract, or repossession for any reason of a tract or lot sold under a

contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner.

Section 4. The annual meeting of the Association shall occur on the 1st Tuesday of August of each year.

Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of 50% of the owners. Special meetings shall require 48 hours' notice, in writing. Notice of annual and special meetings shall be mailed to owners at the address for each owner as provided pursuant to Section 2 of this Article. The presence of members, in person or by written proxy, representing 60% of the total votes of the membership shall constitute a quorum.

At the annual meeting, the members shall review and approve a budget for the next year, shall elect Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association. The members shall have the authority to set the number of Directors, which number shall not be less than three nor more than seven.

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

Section 6. The Board of Directors shall serve for a term to be set by a simple majority of the membership, which shall not be for less than one year. Each director shall serve until replaced by his or her successor. Any vacancy on the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining directors.

Section 7. The Board of Directors shall have the power and responsibility of acting on behalf of the Association and its members as shall be reasonably necessary to carry out the purposes of the Association, including but not limited to take such actions as shall be necessary or reasonable to carry out the purposes of these covenants, care for, protect and maintain the easements and to enforce these Covenants; to collect assessments; 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.

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

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

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

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

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

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

ARTICLE III

ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Assessments.

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

(1) Annual assessments or charges; and,

(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used to promote the recreation, health, safety, convenience and welfare of the owners, for the improvement, roads, repair and maintenance of easements and for any other purposes, expressed or implied, in these Covenants.

Section 3. Amount and Approval of Assessments.

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

At each annual meeting of the members of the Association, the Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment and approval. The members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy. After the annual meeting, the Board of Directors shall set the amount of the assessments and the date(s) due for the coming year to cover the budget approved in the manner herein set forth.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or other capital improvements on the properties, including fixtures and personal property related thereto, provided

that any such assessment shall have the approval of two-thirds (2/3) or more of all of the votes of the members who are present, in person or by proxy, at a meeting duly called for that purpose. Special assessments may be levied to be paid over one or more years. Assessments for normal maintenance and repairs shall not require two-thirds (2/3) vote.

Section 5. Uniform Rate of Assessment.

Annual assessments shall be fixed by the Directors at a uniform rate for each tract, except the Directors may fix a different uniform rate for improved and unimproved tracts. The assessments may be collected on a monthly, quarterly or annual basis, or any other regular basis as shall be determined by the Board of Directors of the Association. Special assessments shall be fixed at the same rate for each tract affected by the special assessments.

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

Except as herein provided, the annual and special assessments provided for herein shall be due on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessments against each tract at least thirty days in advance of the due date of each annual assessment, and at least ninety days in advance of a special assessment. Written notice of the annual and special assessments shall be mailed or personally delivered to every member subject thereto, at their last known mailing address.

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

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owners obligated to pay the same or foreclosure the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or by abandonment of their tract.

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

in association with the collection of delinquent assessments.

Section 8. Sale or Transfer of a Tract.

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

Section 9. Other Assessments

Each lot owner acknowledges that in addition to annual assessments and special assessments set forth herein, each lot having water supplied through the Timbercrest Estates Water Users Association shall pay the costs associated with that water supply.

ARTICLE IV

ARCHITECTURAL REGULATIONS

Section 1. Design Review Regulations

All structures shall be built in conformance with the Design Review Regulations, a separate document, adopted to govern the building of any and all structures in the Timbercrest. The Design Review Regulations are incorporated by reference herein and are enforceable as if they are a part of this document.

All construction shall occur within the designated building envelopes as depicted on Exhibit A, attached hereto and incorporated by reference herein. The primary residential structure shall be located with designated radius for said structure as depicted on Exhibit A. Any owner desiring to move the primary residential structure outside the designated radius and within the building envelope, must make written application to the Design Review Committee, setting forth the reasons for the request, enumerating the anticipated impacts on the surroundings properties, and stating the requesting owner's mitigations for the anticipated impacts. The granting or denial of a request to move the primary residence outside the radius shall be at the sole discretion of the Design

Review Committee. In no event shall any structure be constructed outside of the building envelope.

Additional procedures for application, consideration and approval of any building are set forth in the Design Review Regulations.

No construction shall commence without the signed approval of the Design Review Committee (DRC) for Design Review. Each structure must be constructed in compliance with the Design Review Regulations, including but not limited to, location, square footage requirements, color, building materials and all requirements of the Design Review Regulations.

ARTICLE V

LANDSCAPE DESIGN

Section 1. Landscape Design

All landscaping shall be installed in conformance with the environmental and site guideline regulations section of the Design Review Regulations, a separate document, adopted to govern the building of any and all structures in the Timbercrest. The environmental and site guideline regulations of the Design Review Regulations is incorporated by reference herein and are enforceable as if they are a part of this document.

The procedures for application, consideration and approval of any building are set forth in the Design Review Regulations.

No landscaping shall be installed without the signed approval of the committee for design review. All landscaping must be installed within twelve (12) months of the signed approval.

ARTICLE VI

PROPERTY USE

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

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

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

Section 3. Road Maintenance

The Association shall be responsible for road maintenance and snow plowing on the roads within Timbercrest. The Association may use the provision of Article III for collecting funds to pay for such road maintenance.

Section 4. Storage of Equipment.

No tract or adjacent roadway shall be used for the storage of any inoperable vehicle, machinery or equipment or unlicensed vehicle, machinery or equipment. No tract shall be used for storage of any articles, vehicles, equipment or other personal property of any quantity in excess of the immediate needs and personal use of the owner of a tract or the occupants and guests thereof as the case may be, and shall not interfere with the use or enjoyment of neighboring tracts.

Section 5. Commercial Vehicles.

No tract shall be used for the outside parking or storage of any commercial trucks, large commercial vehicles or other heavy equipment, except as may be necessary during reasonable periods of construction. Nothing herein shall prohibit the storage of such vehicles within the confines of a garage approved by the committee for design review.

Section 6. Recreational Equipment.

All campers, trailers, motor homes, boats, and all other recreational equipment and the like shall only be parked on the owner's tract. In no event shall such equipment be parked on roads, nor shall any equipment be parked such that it is visible from the road or adjacent tracts for a period exceeding 3 days in any 30 day period. Storage or location of such equipment and vehicles, in excess of the requirements of this section, shall occur in an enclosed garage or other screened area with such garage or screen having been pre-approved in writing by the committee for design review.

Section 7. Offensive Activity.

a. No noxious odors or offensive activity shall take place upon any portion of the above-described property, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.

b. No fireworks of any kind may be bought, brought into, discharged or stored on the above-described property.

c. No firearms shall be discharged on the above-described property.

Any violation of county ordinances or other regulations shall be a violation of these covenants and can be enforced by the Association or individual tract owners.

Section 8. Utility Easements

Each tract within Timbercrest is subject to an easement for the installation of underground utilities including but not limited to water, sewer, electric power, telephone, television and any other utilities. Said easement shall be the fifty (50) feet adjacent beginnig at the exterior boundaries of each tract and extending fifty (50) feet toward the interior of the lot. No construction or landscaping may occur within this easement area which will interfer or inhibit the placement of any utilities. Said easement shall be for the benefit of all tracts within Timbercrest mutually and reciprocally.

ARTICLE VII

FIRE PROTECTION REQUIREMENTS

Section 1. Purpose

Timbercrest in conjunction with the Fort Ellis Fire Service Area, the fire protection authority having jurisdiction (FPAHJ), developed a fire protection plan that addressed the fire protection needs and emergency service needs for rural living in Gallatin County. The plan includes the construction and maintenance of a fire protection features and adequate access for fire protection vehicles.

Section 2. Burning Restrictions

There shall be no exterior fires whatsoever except barbecue fires contained within receptacles and fires as may from time to time be permitted by the

Association. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles, except for county permitted burning of construction materials during building construction.

Bulk storage of combustible fuels are prohibited.

Section 3. Fireplaces, Wood Stoves and Pellet Stoves

The DRC recommends that residents burn only natural gas or low emission solid fuel materials (such as newspaper, untreated wood and lumber, and products manufactured for the sole purpose of use as fuel) in a solid fuel burning device such as a wood burning fireplace, wood stove, or pellet stove.

Wood stoves are acceptable solid fuel burning devices, but must be fitted with a catalytic converter.

Chimney and flues shall be cleaned and checked regularly due to the collection of creosote from the soft woods used. Spark arrestors shall be provided around the mouth of the chimney stove pipe or vent or any heater stove or fireplace. Spark arrestors shall be cleaned regularly to remove deposits.

Section 4. Fire Protection covenants

a. Prior to construction of any structure, the DRC shall review and approve all proposed building projects with Timbercrest. The DRC shall not approve any construction that is not in complete compliance with all of the fire protection requirements. The FPAHJ shall be made a party to these covenants, for the purpose of enforcement of the fire covenants. Compliance with and enforcement of the fire protection covenants and requirements is the responsibility of the property owners and the Association. Any action by the FPAHJ required to enforce any of these fire protection requirements and covenants shall be at the expense of the property owners.

c. Private property driveways shall be installed and operational prior to occupancy.

d. Residential addresses shall be posted at the intersection of the driveway and the roadway and shall utilize six-inch high letters executed in a reflective material (i.e. 3M Scotchlite or equal) on a contrasting metal background. The address signs shall face both

directions of travel of the roadway serving the driveway. Driveways off cul-de-sac roadways shall post a minimum of one sign facing the direction of travel toward the driveway. The address sign and the mounting post for the address sign shall be metal. The address sign shall be posted a minimum of 3 feet above ground level. Addresses shall be posted at the street prior to any construction activity.

e. All buildings shall be built in compliance with the current editions of the Uniform Fire Code and Uniform Building Code or successor fire and or building codes adopted by the FPAHJ.

f. Maintenance and fire department use of Fire Protection Features, such as fire suppression water supply, accesses to open spaces, etc, must be maintained at the original performance capability, in perpetuity by and at the expense of the Association. Performance of all fire protection water supply features shall be tested and certified regularly by a professional engineer. Said engineer must be licensed in Montana. The results of the annual test shall be submitted in writing to the FPAHJ.

g The fire department shall have unrestricted use, in perpetuity and at no cost to the fire department, of any installed fire protection features.

h. Alternative Fire Protection Features or Systems may be approved by the FPAHJ. The alternatives may be approved only where they provide fire protection equivalent to or greater than specific features required in these regulations.

i. Fire Apparatus shall be able to park on a roadway, driveway, or parking area within 150' of all parts of the exterior of the building.

1. To allow for emergency vehicle access to structures, the property owner shall provide a driveway having a minimum unobstructed driving surface of 12 feet and a vertical clearance of 15 feet, as approved by the FPAHJ.

2. All structure shall be separated from any other structure by a minimum of 50 feet, as measured from the closest part of each structure.

j. Construction Requirements for Structures

1. Roofing: Only fire-retardant roof covering assemblies rated Class A shall be used. Non–reflective metal roofing is permitted and encouraged.

2. Attic and Sub-Floor Ventilation: Vents shall be screened with a corrosion-resistant, non-combustible wire mesh with the mesh opening not to exceed nominal 1/4 inches (6.35 mm) in size.

3. Eaves: Eaves shall be boxed in with ½ inch (12.7 mm) nominal sheathing or non-combustible materials.

4. Overhanging Projections: Porches, decks, patios, balconies, and similar undersides of overhangs shall be constructed of heavy timber as defined by local building codes, having a one-hour rated fire-resistive material, or noncombustible material.

5. Overhanging Buildings: The underside of overhanging buildings shall be constructed of heavy timber as defined by local building codes, having a one-hour rated fire-resistive material, or noncombustible material.

6. Exterior Vertical Walls: Exterior vertical wall coverings shall be constructed of at least ½ inch (12.7 mm) nominal sheathing or equivalent material.

7. Windows: Exterior windows, window walls and skylights shall be tempered glass or multi-layered glazed panels with decreased reflectivity.

8. Exterior Doors: Exterior doors, other than vehicular access doors to garages, shall be noncombustible or solid core not less than 1-3/4 inches thick. Windows within doors and glazed doors shall be in accordance with the window section.

9. Chimneys and Flues.

   a. Outlet Screen: Every fireplace and woodstove chimney and flue shall be provided with an approved spark arrestor, constructed of a minimum 12 gauge welded wire or woven

wire mesh, with openings not to exceed ½ inch (12.7 mm) in size

b. Vegetation shall not be allowed within 10 ft (3.05 m) of a chimney outlet.

10. Accessory Structures : Outbuildings, patio covers, trellises and other accessory structures shall be constructed to meet the requirements of this section.

k. Defensible Space Adjacent to All Structures Required

1 All structures, new and existing, whether inhabitable or not, shall be required to have a perimeter of non-combustible material beginning at the edge of the structure and extending outward, away from the structure for a distance of not less than 3 feet. The material in this area may include dirt with no vegetation, or rocks of any size, or concrete, or any other non-combustible material. No vegetation, nor any part of any plant or ground cover nor any grass nor any combustible construction material (including but not limited to any part of a natural wood deck or walk) shall be permitted to enter the space within three (3) feet of any structure. Any combustible material or litter shall be removed from this area immediately.

2. Extending outward from the edge of the 3 foot non combustible perimeter area, to a distance of 60 feet from any structure:

No conifer, or high oil content or non-fire resistive, tree or shrub or any part thereof (including but not limited to the outmost portion of the crown of any tree or shrub) shall encroach within 30 feet of any structure. No conifer, or high oil content or non-fire resistive, tree or shrub or any part thereof shall be planted on centers closer than 20 feet of similar high oil content or non-fire resistive trees.

The ground cover in this area shall be non-combustible materials, or irrigated or native mown lawn with a height after mowing of less than 4 inches during the months of June through September.

Initially, the developer, and later, the Property Owners' Association shall prepare a list of recommended fire resistant trees and shrubs and groundcovers. This list shall be approved by the FPAHJ, and distributed to new homeowners at the time of Association approval of a new home. All vegetation within 60 feet of any structure shall be primarily composed of fire resistive vegetation.

I. Perimeter Fuel Break Required

The FPAHJ may, under conditions of significant fire hazard (as determined by the FPAHJ), require the property owner to immediately mow the firebreaks. Walking or riding trails of non-combustible construction may be included in the 24 foot required width of the fuel break.

ARTICLE IX

TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. The term of the provisions of these Covenants shall be binding for a term of ten (10) years from the date of these Covenants and may be modified, altered or amended during that period only by the Declarant at the Declarant's sole option. After the initial ten (10) year period, the Covenants should be automatically extended unless an instrument agreeing to amend, revoke or terminate these Covenant has been signed by the Owners of eighty (80) percent of the tracts in Timbercrest.

Section 2. Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating, or attempting to violate, any Covenant; and the legal proceedings may either be to restrain violation of these Covenants, to recover damages, or both.

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.

Section 3. 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 non-action of the Association or Declarant in the event of a violation of a Covenant by a particular owner or tract, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other owners or tracts.

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

Section 5. In any conveyance of the above described real property or of any tract 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 tracts shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

Section 6. A breach of any of the foregoing restrictions or Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract 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.

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. Any change in these Covenants shall not affect existing structures and uses of the tracts.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 3rd day of December, 2004.

SICO Montana, LLC

By: _____

Its: Managing Member

STATE OF Montana)

:ss.

County of Gallatin)

On this 3rd day of December, 2004, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Kelly Coffin being the Managing Member SICO Montana, LLC, known to me to be the person who executed the within instrument and acknowledged to me he executed the same.

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

SUSAN E. CARROLL NOTARIAL SEAL STATE OF MONTANA

Susan E. Carroll

NOTARY PUBLIC for the State of Montana

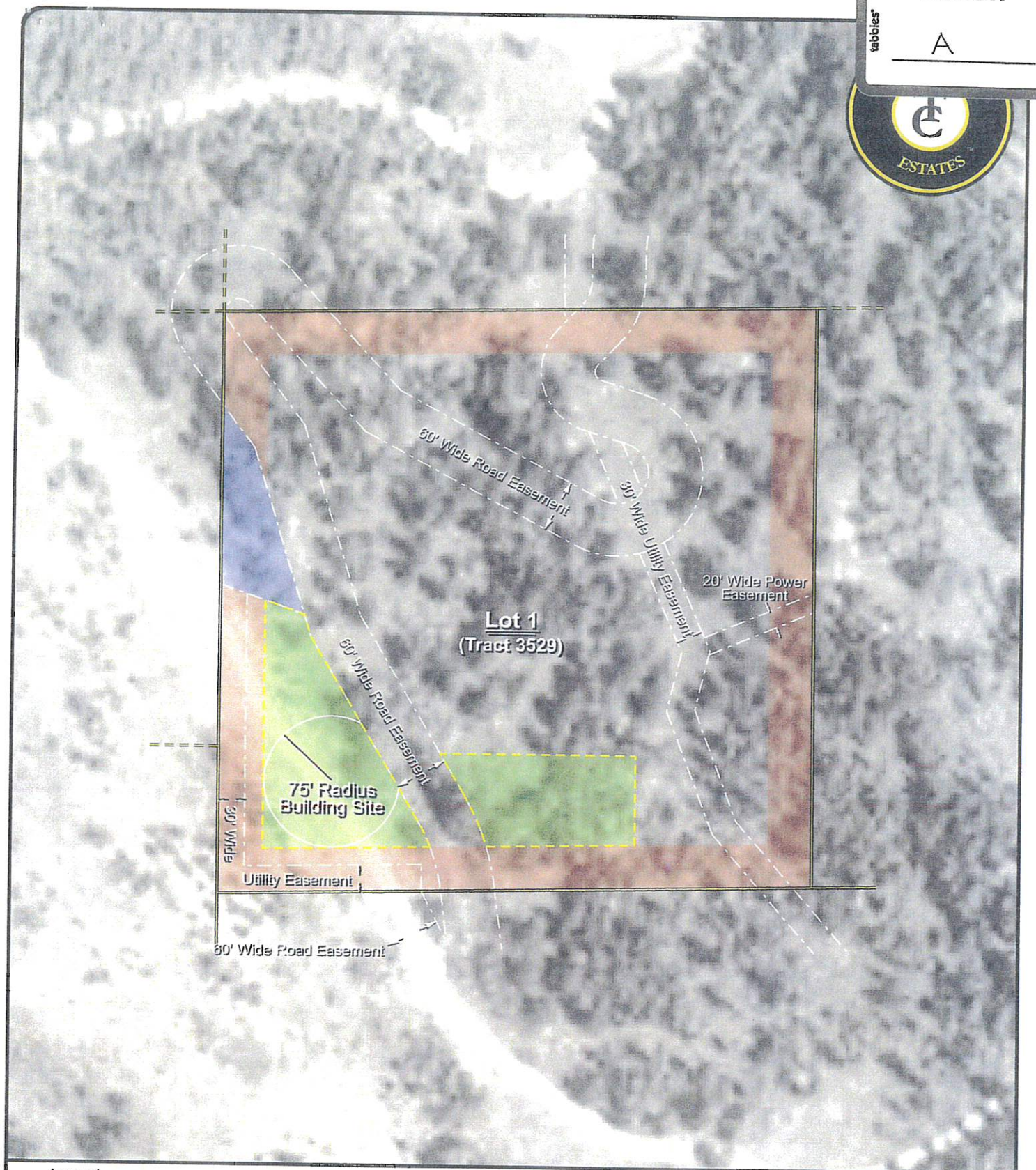
Printed Name: Susan E. Carroll

Residing at Bozeman, MT

My Commission expires 2-6-2008

EXHIBIT

A



Legend

- Zoning Setback
- Development Envelope
- Access Easement Area
- Parcel Boundary
- Easement Line
- Adjoining Property Line

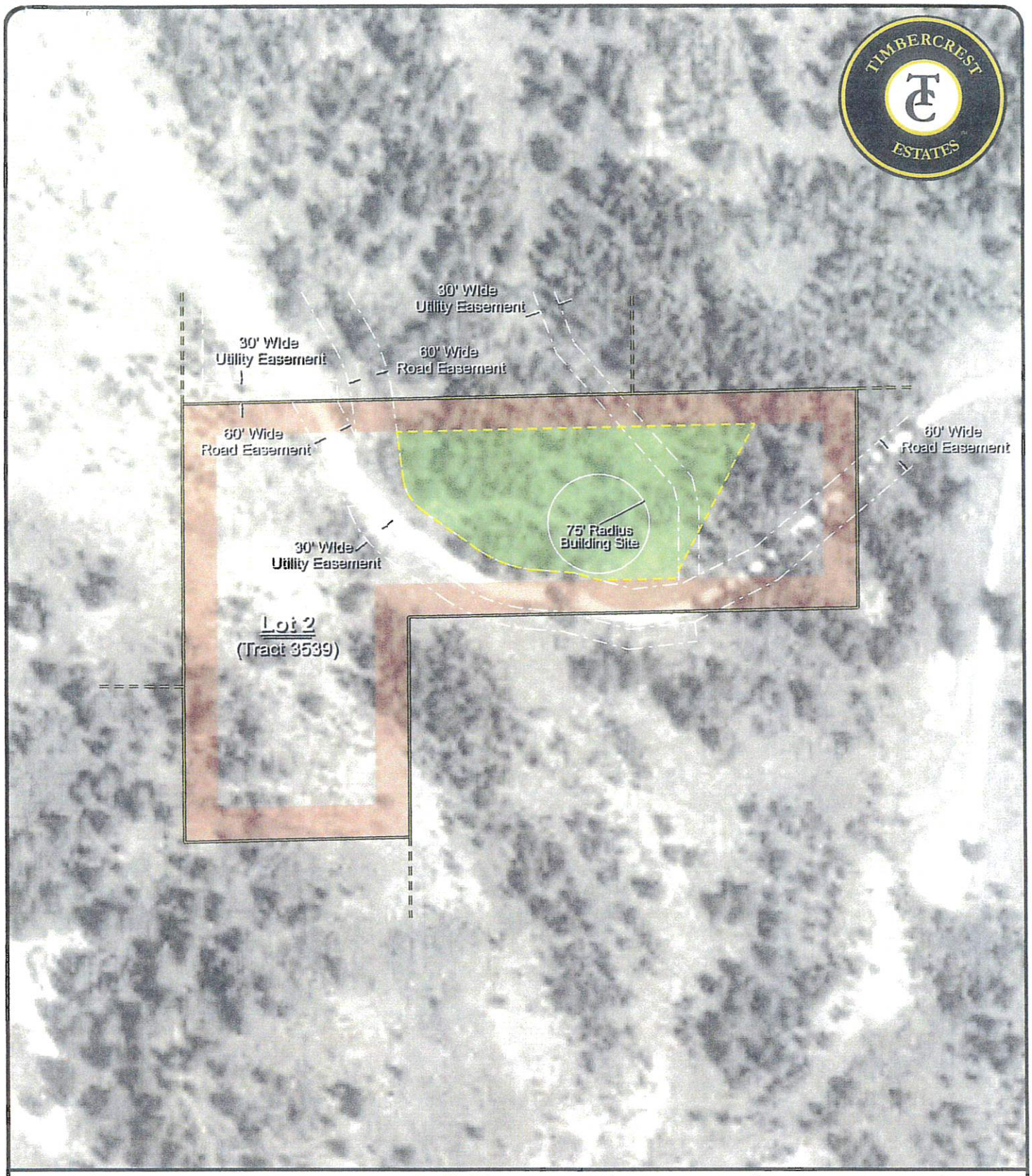
Timbercrest Estates
Lot 1
(Tract 3529)
Gallatin County, Montana

NORTH

Scale: 1" = 150'

HYALITE ENGINEERS, PLLC
2006 STADIUM DRIVE, SUITE 103 • BOZEMAN, MT 59715

ALPINE SURVEYING INC
19 North 10th Street, Suite 5 | Bozeman, Montana 59715
406.586.5569 (Office) • 406.586.4490 (Fax)



Legend

- Zoning Setback
- Development Envelope
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 2
(Tract 3539)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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2096 STADIUM DRIVE, SUITE 103 • BOZEMAN, MT 59715

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19 North 10th Street, Suite 5 | Bozeman, Montana 59715
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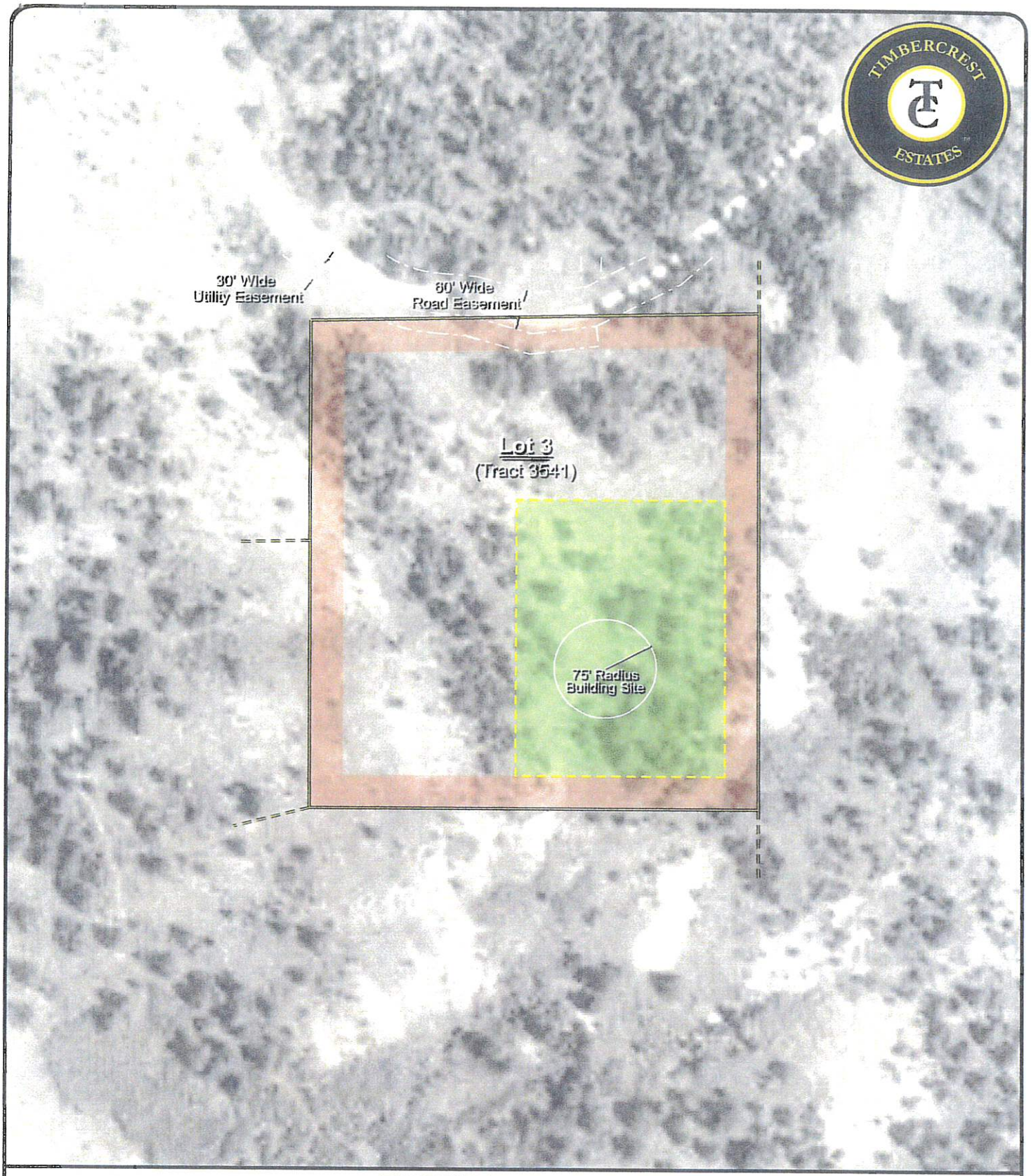

Legend

- Zoning Setback
- Development Envelope
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 3
(Tract 3541)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

HYALITE ENGINEERS, PLLC
2308 STADIUM DRIVE, SUITE 102 • BOZEMAN, MT 59715

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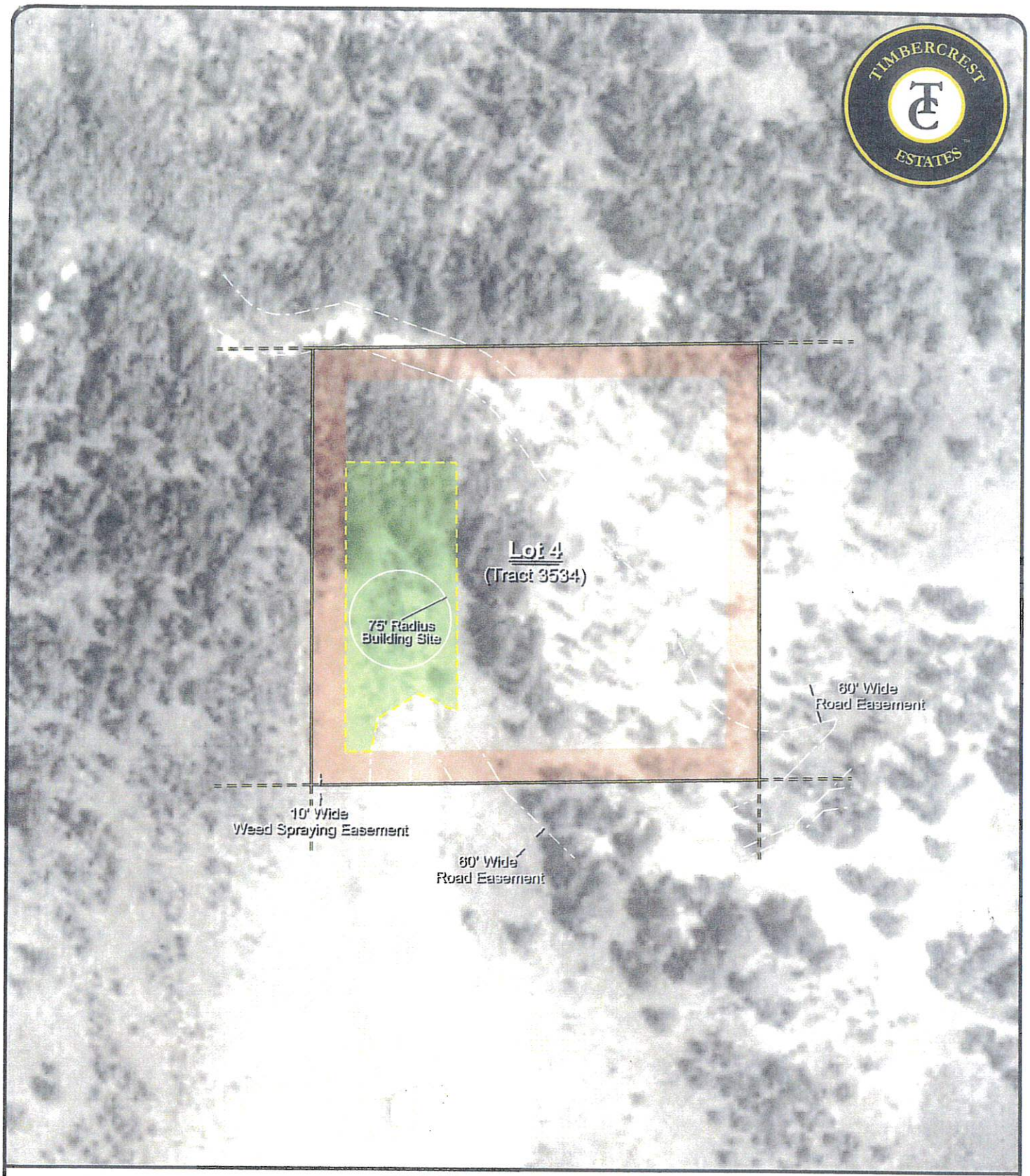

Legend

- Zoning Setback
- Development Envelope
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 4
(Tract 3534)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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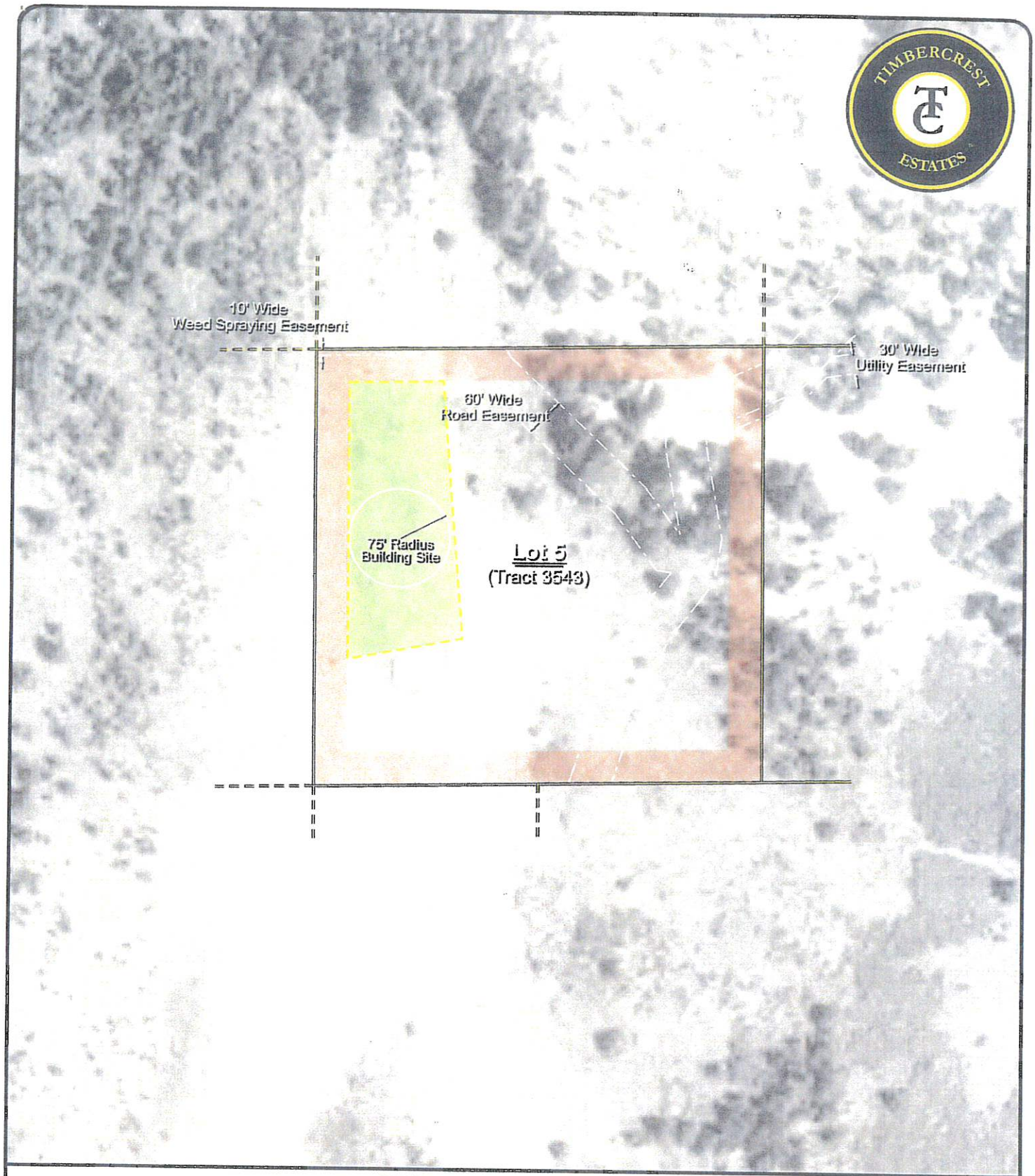

Legend

Zoning Setback
Development Envelope
Parcel Boundary
Easement Line
Adjoining Property Line

Timbercrest Estates
Lot 5
(Tract 3543)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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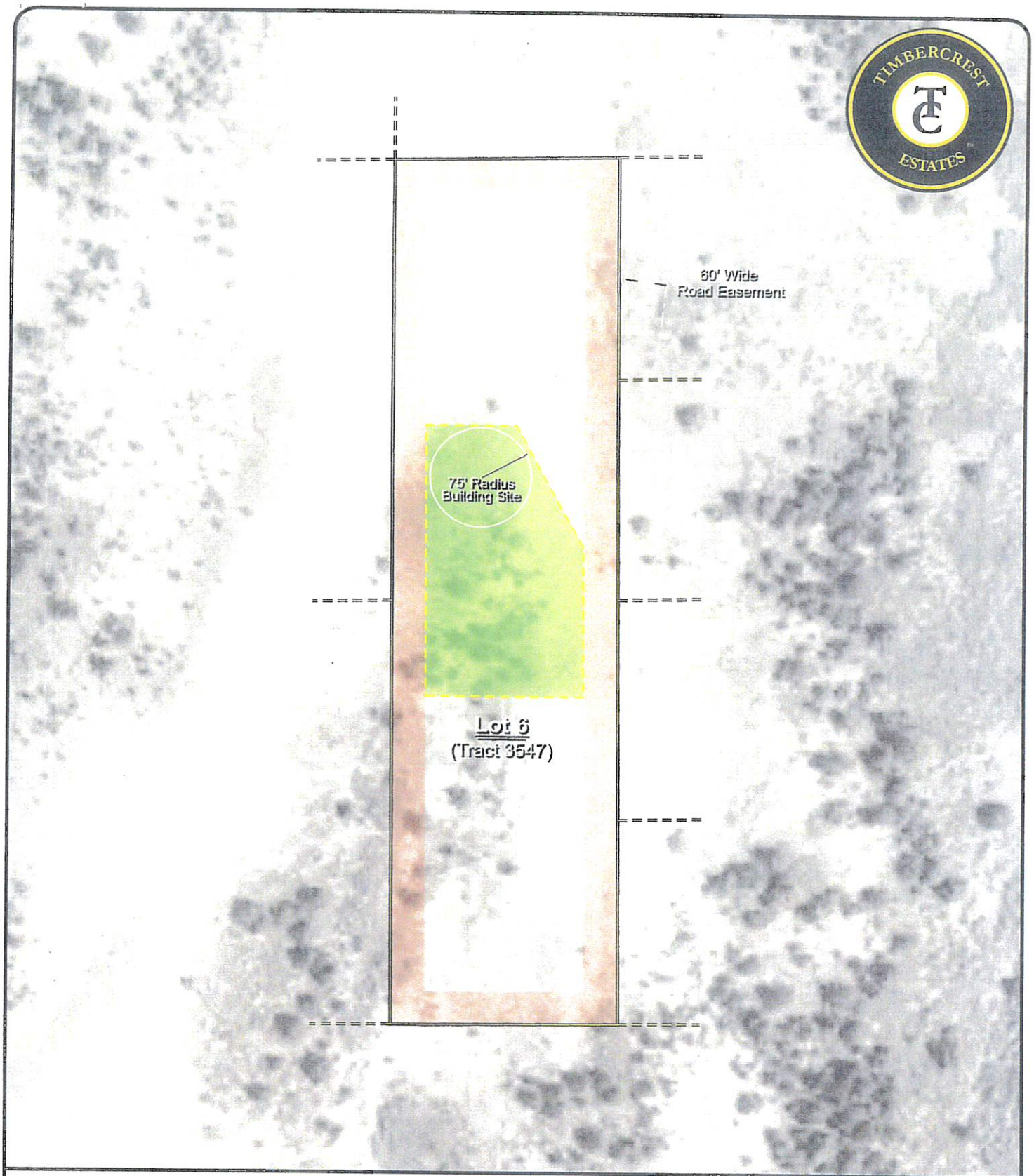

Legend

Zoning Setback
Development Envelope
Parcel Boundary
Easement Line
Adjoining Property Line

Timbercrest Estates
Lot 6
(Tract 3547)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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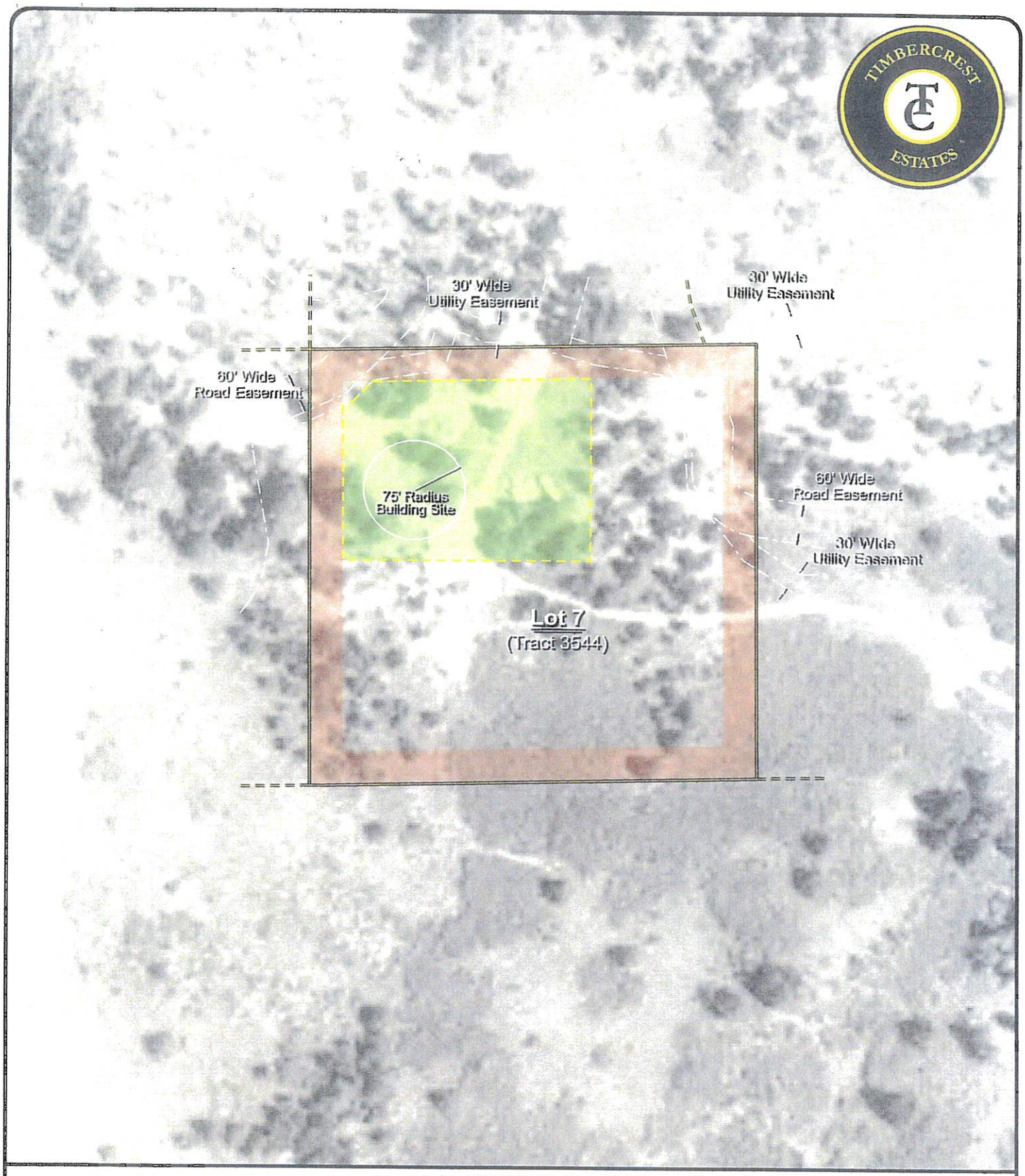

Legend

- Zoning Setback
- Development Envelope
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 7
(Tract 3544)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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Legend

- Zoning Setback
- Development Envelope
- Access Easement Area
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 8
(Tract 3548)
Gallatin County, Montana

NORTH

Scale: 1" = 150'

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Legend

- Zoning Setback
- Development Envelope
- Access Easement Area
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 9
(Tract 3552)
Gallatin County, Montana

NORTH

Scale: 1" = 150'

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ALPINE SURVEYING INC
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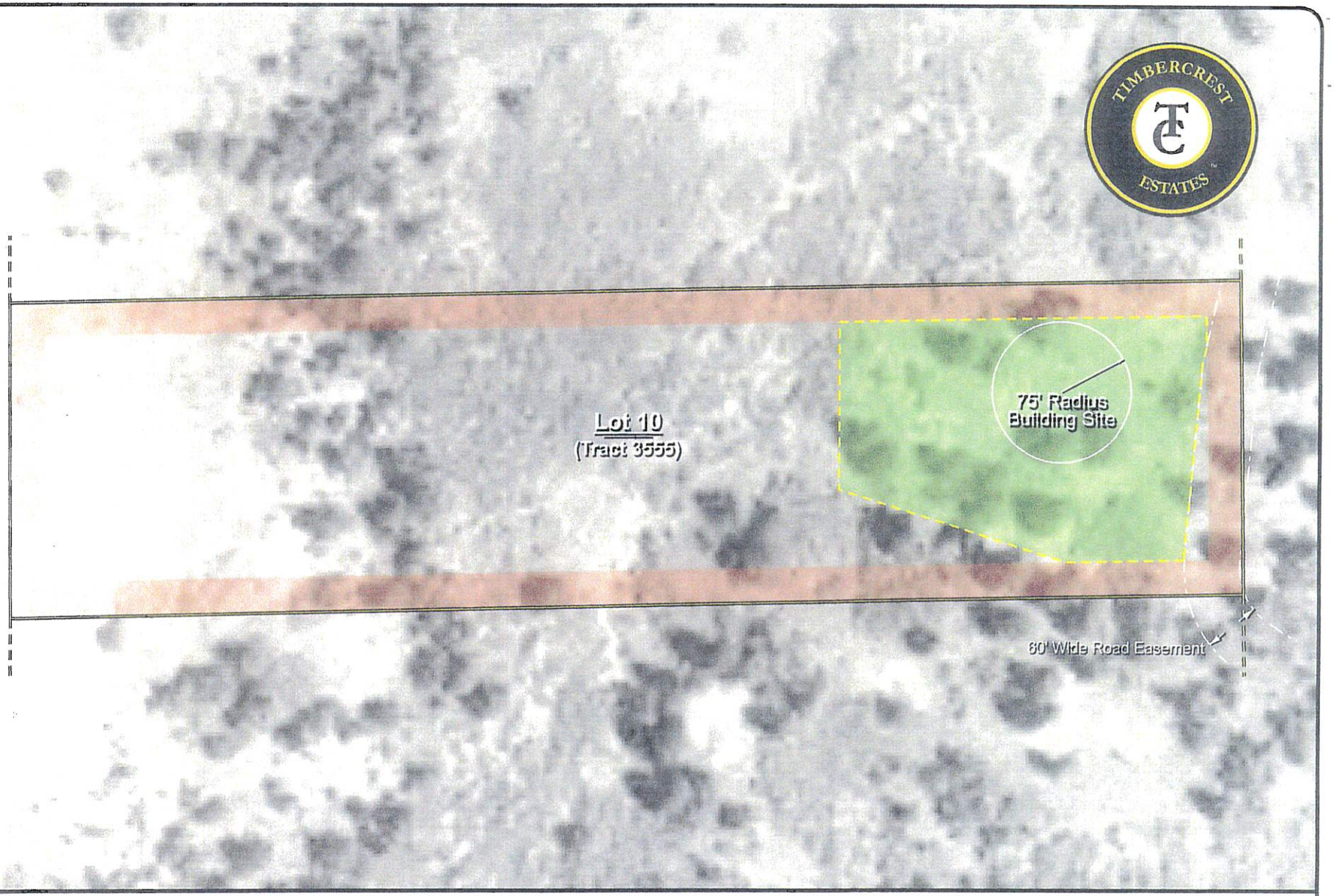

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- Zoning Setback
- Development Envelope
- Access Easement Area
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 10
(Tract 3555)
Gallatin County, Montana

NORTH

Scale: 1" = 150'

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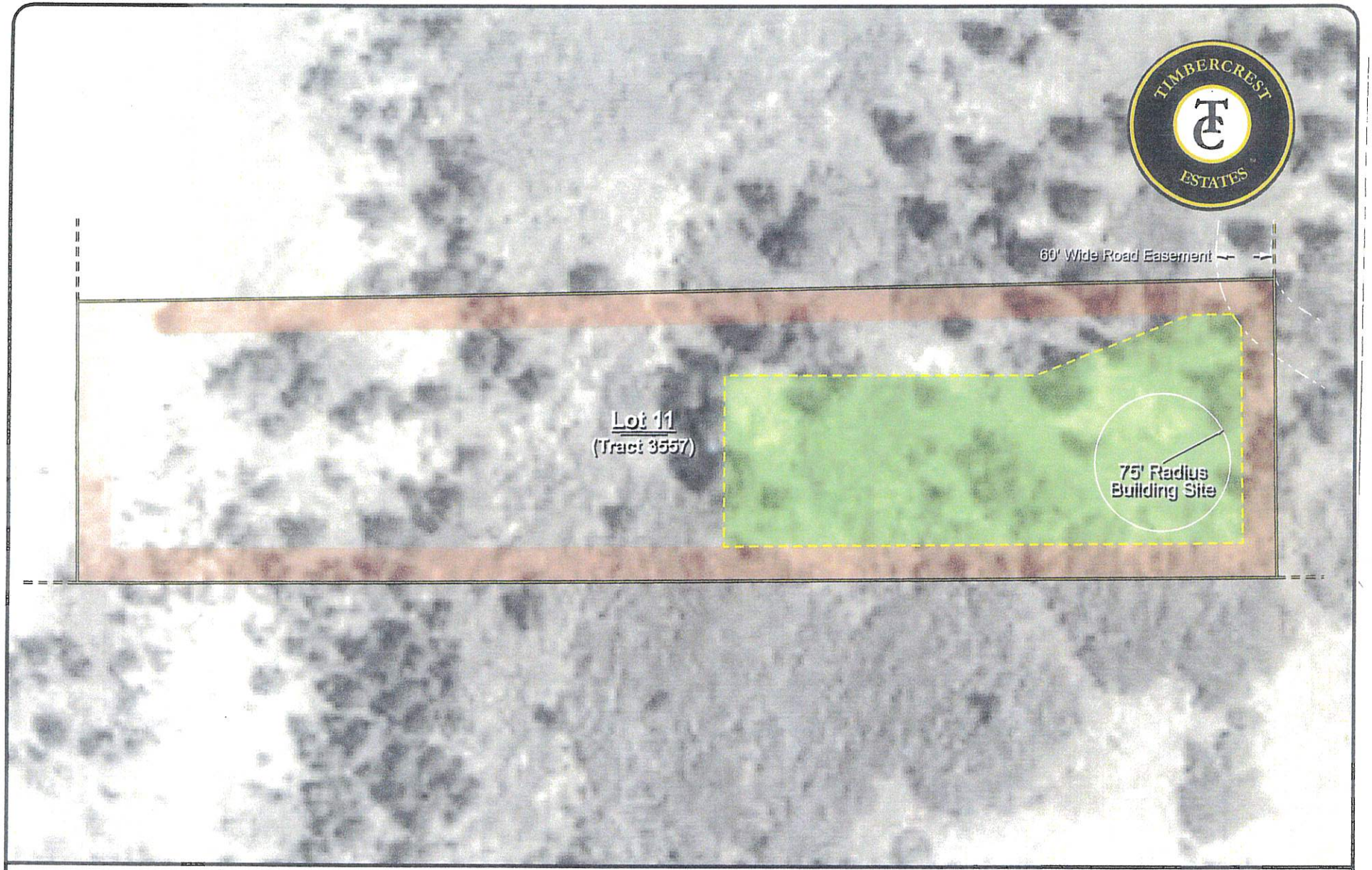

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- Zoning Setback
- Development Envelope
- Access Easement Area
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 11
(Tract 3557)
Gallatin County, Montana

NORTH

Scale: 1" = 150'

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Page: 29 of 54
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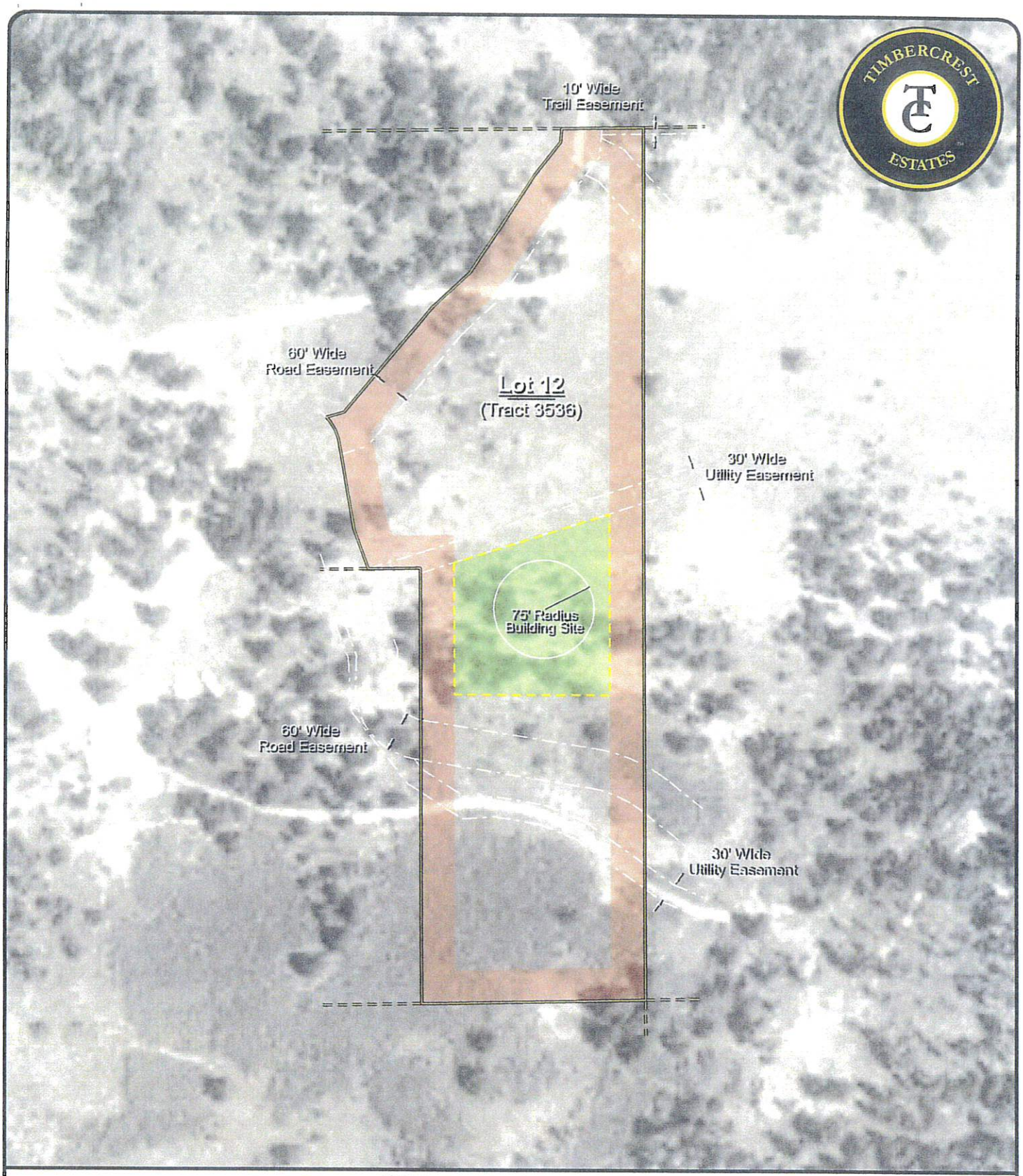

Legend

- Zoning Setback
- Development Envelope
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 12
(Tract 3536)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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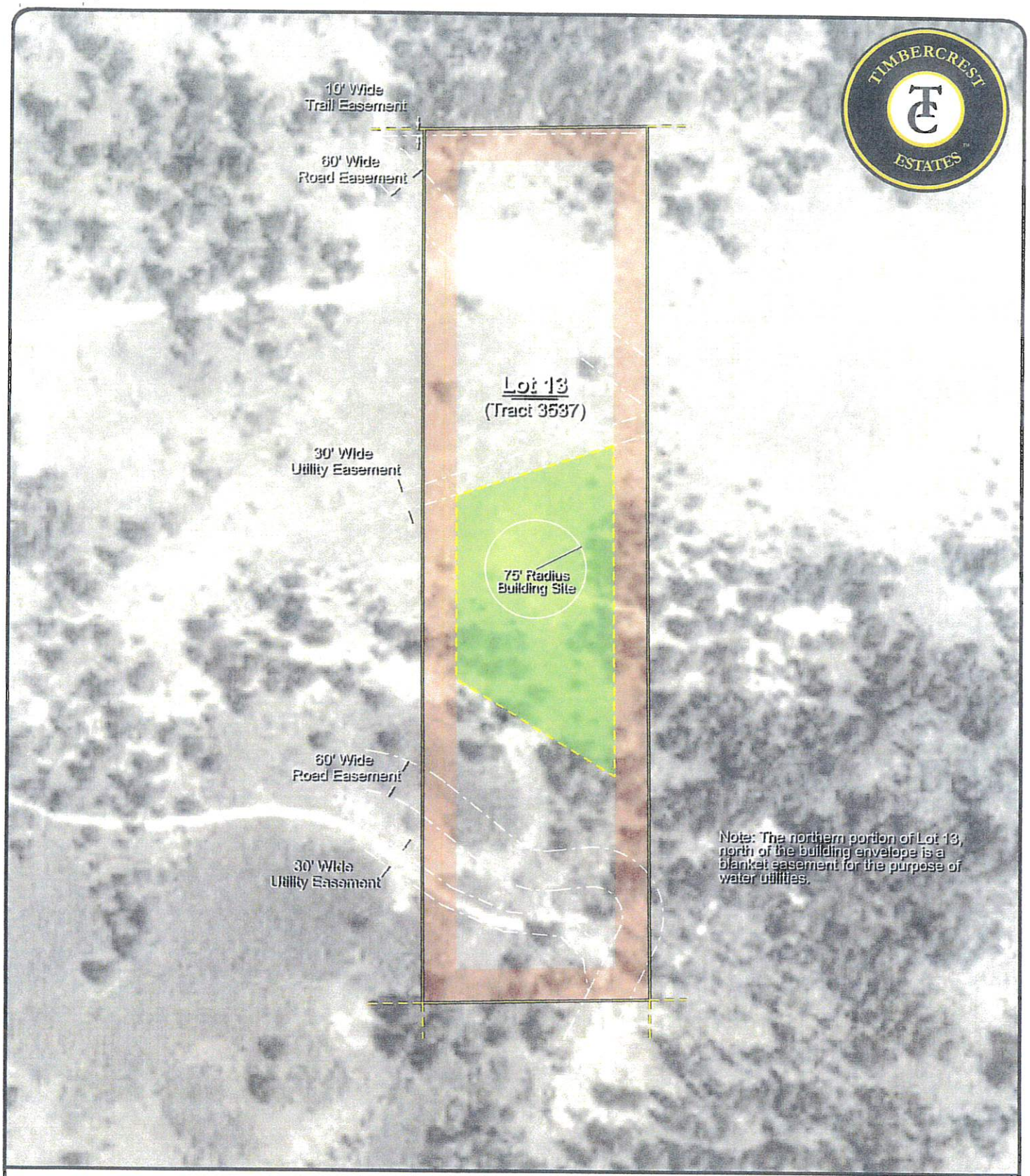

Legend

- Zoning Setback
- Development Envelope
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 13
(Tract 3537)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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2066 STADIUM DRIVE, SUITE 103 • BOZEMAN, MT 59715

ALPINE SURVEYING INC
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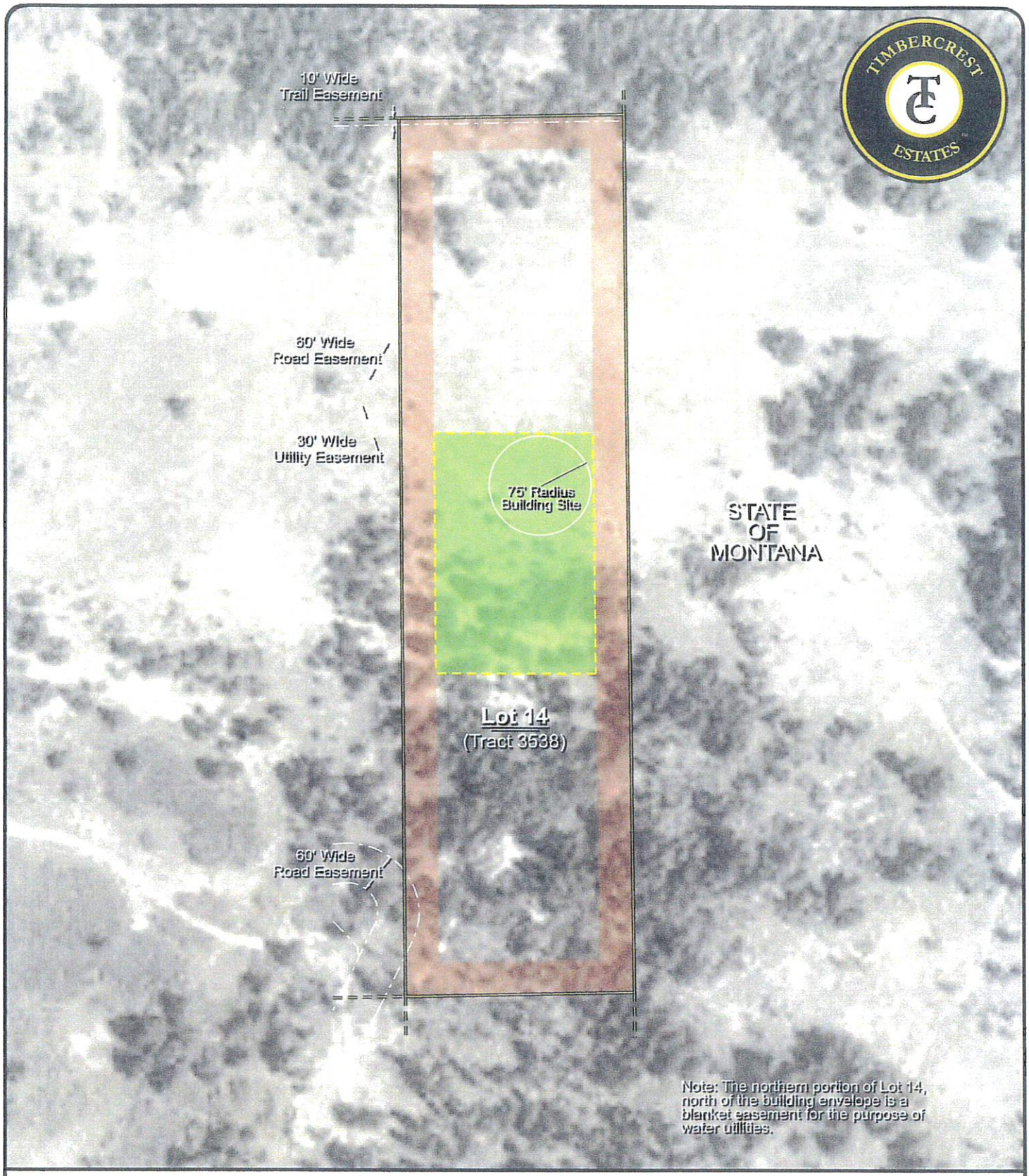

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- Zoning Setback
- Development Envelope
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates

Lot 14
(Tract 3538)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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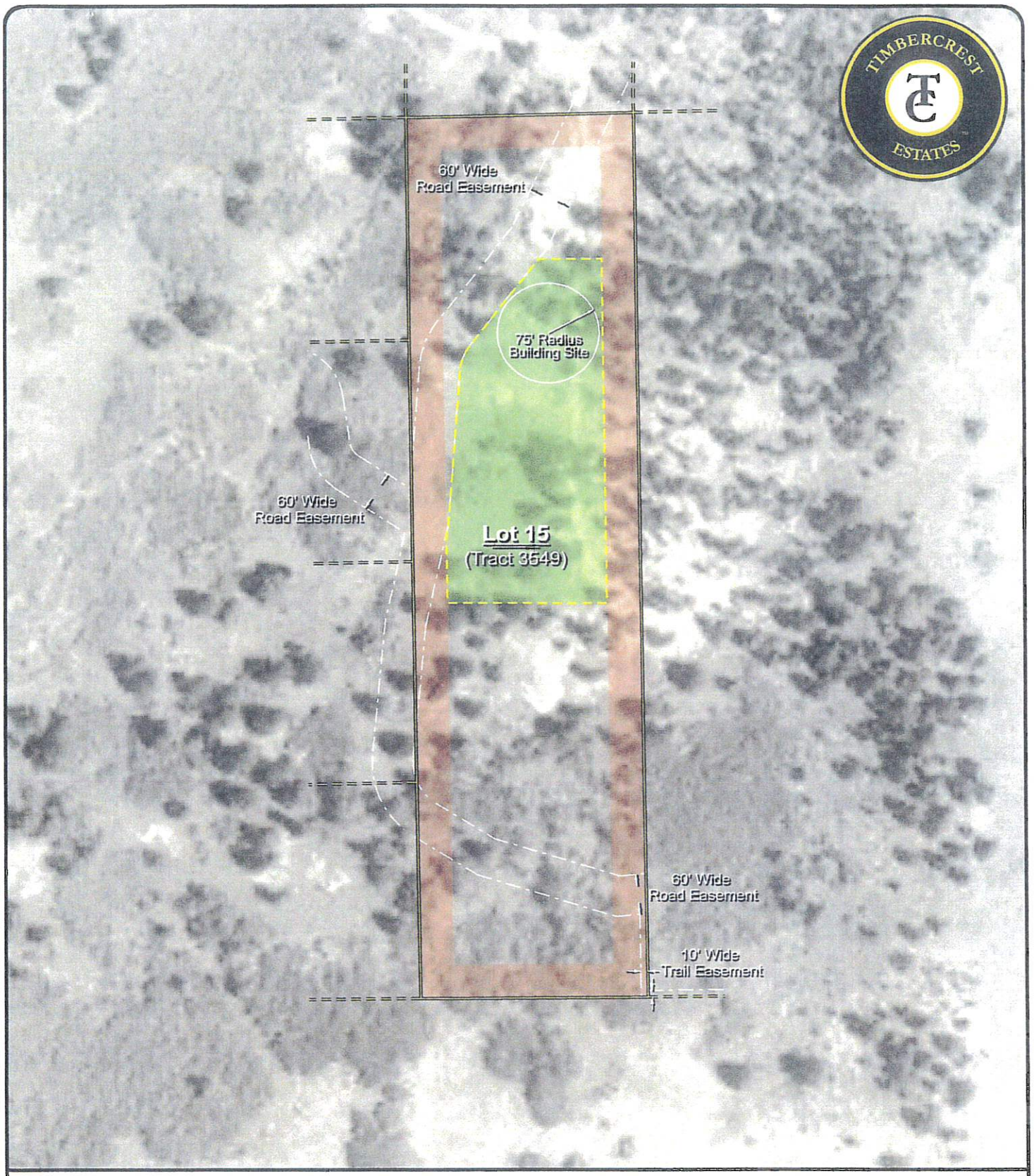

Legend

- Zoning Setback
- Development Envelope
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 15
(Tract 3549)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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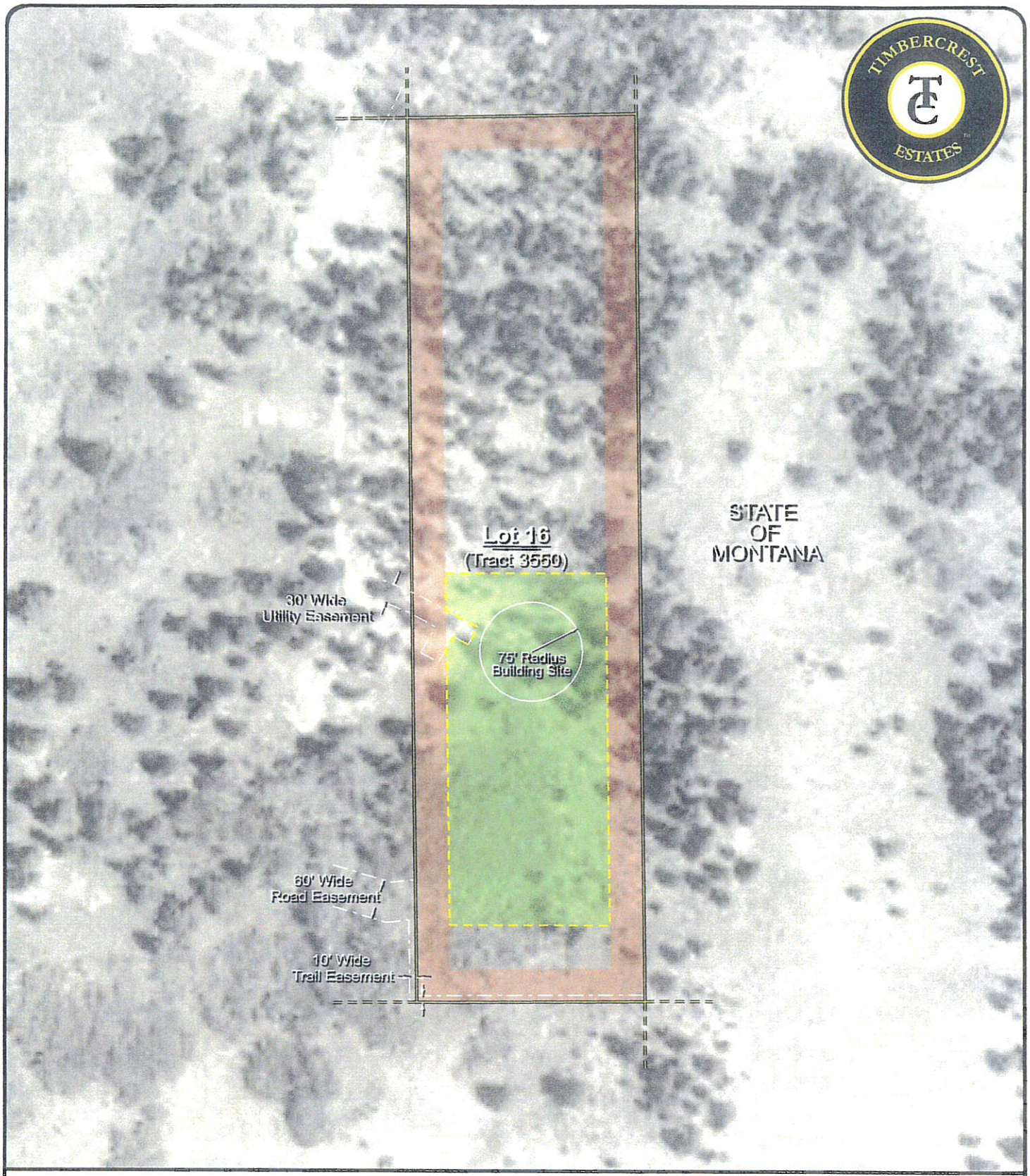

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- Zoning Setback
- Development Envelope
- Parcel Boundary
- Easement Line
- Adjoining Property Line

Timbercrest Estates
Lot 16
(Tract 3550)
Gallatin County, Montana

NORTH

Scale: 1" = 200'

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TIMBERCREST ESTATES

DESIGN REVIEW REGULATIONS

Prepared by:

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TIMBERCREST ESTATES

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Timbercrest design regs contents 120204.doc

TIMBERCREST ESTATES

DESIGN REVIEW REGULATIONS`

(NOTE: Development of Timbercrest Estates is subject to covenants as well as these Design Review Regulations. Tract owners are encouraged to review both documents to assure full understanding and awareness prior to any proposed construction. The following Design Review Regulations incorporate relevant covenants in order to assist more informed construction decisions and problem-free compliance.)

SECTION I: GENERAL

A. Purpose of Design Review Regulations and Authority:

These Design Review Regulations (Regulations) are established by the Declaration of Covenants, Conditions and Restrictions (Covenants) for Timbercrest Estates; in order to support development objectives. These objectives include:

- Preservation of the natural beauty and seclusion of the area,
- Protection of property values, and
- Enhancement of the quality of the man-made and natural environment.

As such, they are intended to act in addition to, not in lieu of, any other relevant governmental regulations.

B. Design Review Committee, Duties and Liability:

The Regulations shall be administered and enforced by the Design Review Committee (DRC) of the Timbercrest Estates Owners' Association (Association). The three (3) members of the DRC shall be appointed by the Board of Directors of the Association. These members will include one who is licensed by the State of Montana as an architect. Two members, including the architect member, shall constitute a quorum for a DRC meeting. The DRC shall adopt appropriate bylaws and procedures to perform its function and duties.

The DRC, subject to the approval of the Board of Directors of the Association, shall modify the Regulations when necessary and appropriate to maintain the quality of external design and site improvements within Timbercrest Estates, in accord with the Covenants.

All proposed buildings and site improvements shall be reviewed and approved by the DRC prior to construction activity. Neither the DRC nor any member thereof shall be liable for any damage or loss claimed or suffered for actions related to the approval of plans and/or specifications, the construction or performance of any work, or the development of property within Timbercrest Estates.

C. Relationship of Design Review Regulations to Gallatin County Zoning:

All development shall conform to the Trail Creek Zoning Regulation (Zoning) as adopted by the Board of County Commissioners of Gallatin County (County), MT. If any provision of the Regulations conflicts with said Zoning, the Zoning shall prevail.

Property owners must obtain any necessary approvals from local governmental agencies, in addition to DRC approval, prior to any construction.

SECTION II- PERMITTED LAND USES AND DENSITY:

A. Permitted Land Uses:

Per these Regulations, each tract shall be used for residential purposes for not more than one family, plus occasional guests and servants.

Additional permitted uses include one guesthouse per tract, garden storage sheds, and home occupations that do not include exterior advertising, require additional parking or negatively impact the residential character of abutting properties.

Not more than one single-family residence and three detached accessory structures under 1200 square feet each may be built in each development envelope within a tract as described on the recorded certificate of survey.

B. Land Use Permits:

All proposed construction, after approval by the DRC, must receive required Land Use Permits by the Gallatin County Planning Department consistent with the Trail Creek Zoning Ordinance.

C. Domestic Animals:

No domestic or exotic animals or fowl shall be kept on any property except as specifically allowed by these Regulations. Not more than three (3) commonly recognized small domestic pets are permitted subject to limitations as adopted

by the Board of Directors of the Association in order to avoid harassment of wildlife or annoyance of residents. Such pets shall be controlled by each property owner and not allowed to roam outside the pet owner's property.

SECTION III: PUBLIC SAFETY REQUIREMENTS

A. Building Code Requirements:

All structures shall comply with State of Montana adopted construction codes, including codes for Seismic Zone 3 and National Fire Protection Codes.

B. Duration of Construction:

All construction shall be completed within one year of DRC approval of Final Plan, unless extended by action of the DRC.

C. Fire Protection Requirements:

1. Compliance with Fort Ellis Fire Service Area Regulations per Article VII of the Covenants.

2. Separation of Buildings:

   All detached structures shall be separated at least fifty (50) feet.

3. Driveway Access to Structures:

   To provide emergency vehicle access to structures, the tract owner will provide a driveway with unobstructed driving surface width of twelve (12) feet. All driveway s within one hundred fifty (150) feet of structures will be capable of safely supporting 30-ton two-axle fire apparatus.

4. Propane Tanks:

   Use of propane tanks shall comply with Fort Ellis Fire Service Area requirements. Only underground tanks are permitted.

5. Residential Addressing:

   To assist emergency responders, all residences shall be signed per Section IX B of these regulations.

SECTION IV: DESIGN REVIEW

A. Design Review Process and Submittal Requirements:

1. Pre-design Meeting (optional):

   This is an informal discussion among the property owner, the architect and the DRC to describe the design review process and development requirements. It is intended to inform the owner about regulations and requirements before any proposed construction decisions are made.

2. Sketch Plan Review:

   The Sketch Plan describes the owner's conceptual project plan as submitted per checklist requirements. Key issues include site characteristics, proposed improvements, building footprint and elevations, grading and drainage.

   The DRC shall review the submittal and provide written comments to the owner.

3. Final Plan Review and Approval:

   Following DRC approval of the sketch plan, the owner may request Final Plan Review. This includes all proposed construction and improvements: finish site grading; landscaping; building plans and elevations; and exterior materials and color.

   The DRC shall review the Final Plan submittal and determine if the proposed construction and improvements conform to the Regulations and the Covenants. They shall provide a written approval or other action to the owner. An "Approved Final Plan" shall be so noted by stamp or endorsement on each set of plans and specifications. Such approval and/or endorsement in no way waives the responsibility of the owner to comply with all applicable codes and regulations. Final Plan approval shall become void after one (1) year unless construction is initiated and maintained in good faith. If such approval is declared void, a new Final Plan application is required.

   One set of approved plans shall be kept on site during construction and one set shall be retained by the DRC.

   A denial of Final Plan approval may be appealed to the Board of Directors of the Association, which shall have final authority.

4. Project Inspection:

   The owner or contractor shall request a site inspection prior to any site work in order to check tract boundaries and proposed building location. Any existing trees to be removed shall be marked and trees to remain will be adequately protected from any construction impacts.

   After construction is completed, the owner or contractor shall request a final inspection to confirm compliance with Final Plan approval.

5. Plan Review Submittals:

   a. Sketch Plan Review Submittal: Submit two (2) copies of sketch plan materials to describe building footprint, setbacks from property lines, building elevations and landscaping.

   b. Final Plan Review Submittal: Submit three (3) sets of plans and related materials adequate to describe all proposed construction and site improvements. Drawings shall be scaled as appropriate to allow adequate review.

   c. Project Inspection: Upon completion of construction, the owner/contractor shall request inspection. The DRC architect/member shall inspect project and certify if compliant.

   d. Design Review Fee- A composite fee of $ 500 is required for Sketch Plan Review, Final Plan Review and project inspection. Said fee shall be paid to the architect member of the Design Review Committee as designated by the Board of Directors of the Association.

SECTION V: OPEN SPACE, WETLANDS AND WILDLIFE HABITAT:

A. Open Space Management:

   All land outside development envelopes is defined as "Open Space". In order to mitigate potential wildfire risks, open space shall be maintained in accord with fire protection requirements.

1. Noxious Weed Management:

   All property shall be kept free of noxious weeds in compliance with requirements of the Gallatin County Weed Control District. Tract owners must allow access to authorized weed control personnel for weed management activities.

2. Non-native plants:

   Introduction of non-native plants, which may negatively impact native species, is prohibited in all landscaping, unless specifically approved by the DRC.

3. Clearing of trees and vegetation:

   No clearing or destruction of living vegetation shall occur except as permitted by the DRC as part of construction activities within a defined development envelope or as part of open space maintenance.

4. Use of chemicals:

   Use of chemical herbicides and pesticides is prohibited except for noxious weed control as required by law.

5. Burning:

   Burning of vegetation or other materials is prohibited unless authorized by permit issued by the Fort Ellis Fire Service Area.

B. Wetlands Management:

1. Seasonal Wetlands Management:

   Management of any wetlands defined by the certificate of survey shall be the responsibility of the Association.

C. Wildlife Habitat Management:

1. Feeding of Wildlife Prohibited:

   Feeding of all big game within Timbercrest is prohibited in order to avoid disruption of natural feeding habits and normal migration to winter ranges.

2. Acceptance of Wildlife Impacts:

   Property owners shall acknowledge that wildlife can damage landscaping and must accept this impact without filing claims against the Association or any governmental agency for such damages.

3. Taking of Wildlife Prohibited:

   The taking of any wildlife species within the property is prohibited, the control of pests known to be causing unacceptable damage, and permitted by specific action of the Board of Directors of the Association.

SECTION VI: SITE DEVELOPMENT:

A. Site Development:

1. Topography and Building Site:

   a. Requirements for Survey and Soil Tests:

      Prior to any construction on any tract, a topographic survey indicating site contours at two (2) foot contours, adjacent road elevations, any existing improvements and other site features such as streams and wetlands, shall be prepared by a professional surveyor licensed by the State of Montana.

      It is also strongly recommended that prior to any foundation design, a professional engineer licensed by the State of Montana prepare a subsurface soils investigation.

   b. Development Envelope:

      All building construction shall be limited to the area within each tract defined as a "development envelope" on the Timbercrest Estates Development Plan, which has been located to minimize impacts on terrain, habitat and views.

   c. Setbacks:

      All tracts will be subject to building setbacks of fifty (50) feet from all property lines.

   d. Drainage and Slope:

      All building construction plans must indicate existing and proposed surface drainage for approval of the DRC. All grading must be designed to blend into natural grades and to avoid disruption of existing trees and shrubs.

No site drainage may adversely impact any open space within Timbercrest Estates.

All finish slopes must not exceed 3:1 unless specifically permitted by the DRC and must be designed to assure stability based upon soil characteristics. Appropriate erosion control methods must be used to assure adequate revegetation of slopes.

Any proposed retaining structures shall maximize use of natural materials such as native rocks and boulders, timbers, or concrete faced with native rock.

e. Driveways:

All driveways will be improved from the access road to the development envelope. The improvement and maintenance of driveways and any culverts shall be the responsibility of the lot owner.

Tract owners are advised that access easements may cross their property. Such easements may not be fenced.

f. Parking:

Each improved tract shall provide one (1) parking space for each bedroom constructed on site and at least two (2) such parking spaces shall be enclosed as a garage. All exterior parking spaces shall be improved with driveway materials.

Garages and parking areas shall be located so they are not the dominant visual aspect of the building. Landscaping and building orientation shall be used to mitigate this concern.

g. Snow Loading and Impact on Structures:

Owners are advised that heavy winter snows in this locale can affect roof design and impact accessibility of driveways and use of parking areas. Landscaping should also be designed to respond to such snow loads.

B. Landscaping and Introduced Plant Materials:

1. Landscaping Design Principles:

All landscaping within Timbercrest Estates shall be designed to integrate with the natural indigenous landscape. Trees, shrubs and

ground cover should be planted in groups of similar species to reflect more natural and informal growth patterns.

In general, large open space areas should feature native grasses while tree massing should be used to provide visual buffering and soften any impacts of site development.

2. Plant Materials:

Recommended plant materials include native species and others known to grow in similar climatic areas. Other plant materials may be permitted by the DRC.

Trees: Deciduous: Aspen, Cottonwood, European Green Birch, Rocky Mountain Maple.

Evergreen: Engelman and White Spruce. Subalpine and Douglas Fir, Lodgepole Pine and Rocky Mountain Juniper.

Shrubs: Willows, Alder, Chokecherry, Red Twig Dogwood, Potentilla, Snowberry, Grape Holly, Junipers (many varieties), Spirea, Woodrose.

Ground Covers: Phlox, Potentilla verna, Periwinkle, Sedum.

Grasses: Natural pasture grasses and wildflower mixes.

3. Topsoil:

Replacement of topsoil to a minimum depth of four (4) inches is required. Amendment of soils as appropriate is encouraged.

Disturbed areas must be stabilized and revegetated with appropriate plant material.

C. Utilities and Services:

1. Propane Gas, Electricity and Telecommunications:

Owners are responsible for contacting utility companies prior to any excavation and grading, including but not limited to the following: NorthWestern Energy, Quest, TV Cable Co. and others.

All utility services will be installed underground. No antenna or satellite dish shall be installed on any tract so that it is visible from any other tract or road, unless specifically permitted by the DRC.

Service meters and transformers may be screened by appropriate landscaping as long as reasonable access is maintained.

No owner may construct or use his or her own external television/electronic antenna unless specifically permitted by the DRC.

2. Sewage Disposal:

Each owner shall provide a sewage disposal system at their sole expense. The system must conform to all applicable regulations of the Montana DEQ and Gallatin City- County Health Department. Tract owners must obtain permits and make permit copies available to the Board of Directors of the Association. Owners are advised that the sewage disposal system must be sized according to the number of proposed bedrooms and designed to fit the percolation characteristics of the site's soils.

All septic tanks should be routinely inspected and pumped by a licensed contractor at least every five years to avoid potential problems. Such maintenance is the responsibility of the tract owner.

Temporary outdoor toilets for use during the construction period may be allowed by the DRC.

3. Garbage and Trash Collection:

All garbage, trash and refuse shall be kept in sanitary containers and shall be regularly removed from the property to the central waste collection facility. All containers shall be "animal-proof" and adequately screened from the view of other houses, roadways and common open space.

SECTION VII: BUILDING DESIGN STANDARDS

A. Building Height and View Impact Mitigation:

The height of all buildings shall be limited to a maximum of thirty-two (32) feet. Building height shall be measured from the average finished grade at the building footprint to a point on the roof that is midway between the ridge and the eaves.

Potential view impacts will be mitigated by avoidance of construction that results in a skyline silhouette as seen from access roads. Mitigation measures may include finish grading of home sites, additional height limits below thirty-two (32) feet, berming and landscaping.

Appropriate mitigation of view impacts will be required for construction approval by the DRC.

B. Building Size:

The minimum size for any new residence in Timbercrest Estates is twenty-four hundred (2,400) square feet in total area for all levels. Minimum building footprint at finished grade is two thousand (2,000) square feet. Any building existing at the time of adoption of these Regulations is a legal, non-conforming structure.

C. Roofs:

1. Roof Forms and Pitch:

Roof shapes should be compatible with the recognition of snow load conditions and the design character for Timbercrest Estates. Gable, shed or hip roofs are encouraged; mansard and A-frame roofs are not.

Roof pitch should be 5:12 to 12: 12. Secondary shed roofs shall be 4:12 or greater. All roof surfaces should slope away from porches, entries, decks, or other areas that could be damaged by shedding of snow or ice. Roof overhangs should be at least two (2) feet.

2. Roof Design and Materials:

Roof design should recognize the impacts of cold weather and the potential for ice dams caused by melting and freezing of snow. Cold roof systems with appropriate insulation and adequate ventilation are strongly recommended.

All roofs must be flame retardant as certified by a Class A roof covering rating or a Class A roof assembly. Where the roof profile allows a space between the roof covering and the roof decking, the space at each eave end shall be fire-stopped to preclude entry of flames and embers.

Eaves shall be protected by soffits on the underside to eliminate ember traps. Soffits will be vented by screening with maximum ¼ inch non-combustible corrosion resistant mesh screen.

The design quality of Timbercrest Estates will be enhanced by carefully selected roof materials, such as heavy-textured asphalt shingles (at least 25-year warranty), imitation slate, unglazed concrete roof tile and treated wood, thick butt shingles with Class A rating.

No painted or galvanized metal roofing is permitted. However, appropriate coated or treated metal roofing may be permitted by the DRC.

3. Chimneys, Flues and Vents:

Chimneys and flues shall be located to avoid downdraft with resulting smoke and fumes at ground level. They should also be located as high as possible on the upwind side of the structure to disburse smoke adequately.

No exposed metal or clay flues shall be allowed. All flues shall be enclosed with a chimney cap and fitted with a spark arrestor.

Attic ventilation openings, foundation and other floor vents or ventilation openings in vertical exterior walls, and vents through roofs, shall not exceed 144 square inches each. Such vents shall be constructed with non-combustible corrosion-resistant mesh with openings not to exceed ¼ inch. Attic ventilation shall not be located in soffits, eave overhangs between rafters at eaves or in other overhang areas. Gable ends and dormer vents will be located at least ten (10) feet from property lines. Under floor ventilation openings shall be located as close to grade as possible.

D. Exterior Walls:

In keeping with the natural environment, building exteriors should harmonize by the use of natural materials and subdued colors. Recommended materials include heavy wood siding, rough sawn board and batten siding, wood shingles, stucco, and native or artificial rock.

Exposed unfinished concrete foundation walls between finish grade and siding should not exceed one (1) foot.

Insulation of exterior walls is recommended at R-20. Roofs should be insulated to at least R-40.

E. Exterior Doors:

Exterior doors, other than garage doors for vehicle access, shall be non-combustible or solid core not les than 1 ¼ inch thick.

F. Windows:

All window screens shall be non-corrosive and non-combustible in order to enhance fire protection.

G. Fences:

All fencing must be reviewed and approved by the DRC. Fencing shall consist of wood posts with three smooth wires, with the bottom wire 16" to 18" above grade, 10" to 12" between wires, and a total height of not more than 42". The DRC may approve alternate fencing in order to control wildlife damage to landscaping and/or gardens.

No entry gates with overhead structures or inappropriate massive construction are permitted. Individual tract boundaries may also be marked by landscaping, monuments or other appropriate means as approved by the DRC.

H. Kennels and Sheds:

Subject to these regulations, accessory structures such as kennels and storage sheds may be permitted by the DRC. All construction must be confined within the development envelope. No more than three such structures in addition to the residence are permitted per tract (See Section II.A).

I. Exterior Lighting:

In order to minimize impacts on adjacent properties, all exterior lighting shall be designed, installed and maintained as non-intrusive. Fixtures must shield light so that it does not radiate beyond the development envelope.

J. Exterior Building Colors:

Exterior color schemes for all construction within Timbercrest Estates shall be reviewed and approved by the DRC. The design objectives are to assure compatibility with natural colors of the surrounding environment and to avoid harsh, bright incompatible colors.

K. Water Conservation:

Water conservation objectives require that all tract owners be limited to not more than six hundred (600) gals per day water consumption. All toilets and showerheads shall be low-flow types. The Association shall monitor and regulate water consumption, and adopt enforcement regulations to assure compliance with this standard.

L. Building Separation:

All detached structures shall be separated at least fifty (50) feet.

SECTION VIII: CONSTRUCTION REGULATIONS

A. Pre-construction Requirements:

No construction shall begin until Final Plan Approval has been received from the DRC, and all necessary land use and building permits have been obtained from appropriate agencies. Buildings and site improvements must conform to the approved plan and must be completed within twelve (12) months unless extension is obtained from the DRC.

B. Road Access:

Driveways must be improved from the access road to the development envelope as approved by the DRC. No other access to the tract is permitted.

C. Construction Staging and Material Storage:

All construction activities, including material and equipment storage, must take place within the tract for which the land use and building permits were issued, unless an alternate site has been approved by the DRC. Impacts on the existing site vegetation shall be minimized.

Any blasting, heavy equipment operation or other construction activity noise shall be prohibited between 7:00 p.m. and 7:00 a.m. The owner/contractor is required to notify adjacent residents prior to blasting.

D. Construction Trash Management:

All construction trash and debris shall be contained on site during the construction period and periodically removed to authorized landfills/disposal sites to avoid significant nuisances.

E. Tree Protection:

All construction activity shall take reasonable precautions to avoid damage to existing trees. Such measures shall include temporary fencing and other appropriate measures.

F. Temporary Structures:

Contractors may install a job site office or trailer and/or temporary outdoor toilet for use during construction. Any such temporary structure must be removed no more than thirty (30) days following completion of construction activities.

G. Drainage and Erosion Control:

During and after construction, all disturbed areas of the site shall be protected from erosion. Such erosion control measures shall be included in the Final Plan Submittal for DRC approval. Proposed measures should address soil stabilization, slope stability, sediment control and site revegetation.

H. Project Inspection:

DRC project inspection after completion will not include conformance with County land use permits and building codes. Such conformance is the responsibility of the owner or owner's representative.

SECTION IX: SIGN REGULATIONS

All signs, billboards, posters, displays or outdoor advertisements are prohibited within Timbercrest unless permitted by the DRC prior to installation. Allowable signs include the following:

A. Road Identification and Traffic Control Signs:

All road signs must be approved by the County Road Department. The Association shall provide and maintain such signs within the subdivision.

B. Residence Identification:

Property owners shall install and maintain residence signs. Each sign shall be visible from the nearest road and contain lettering contrasting to the background at least four (4) inches high. Sign numbers and background shall be made of retro –reflective material to assist emergency responders.

C. Construction Signs:

During construction activities, a construction sign containing the names of the project, owner, architect, and/or general contractor shall be placed on

site. The sign may not exceed eight (8) square feet and must be removed as soon as final site inspection has been completed by the DRC.

D. For Sale/Real Estate Signs:

Real estate signs no larger than six (6) square feet may be placed on site and must be removed upon closing of the listing or sale.

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