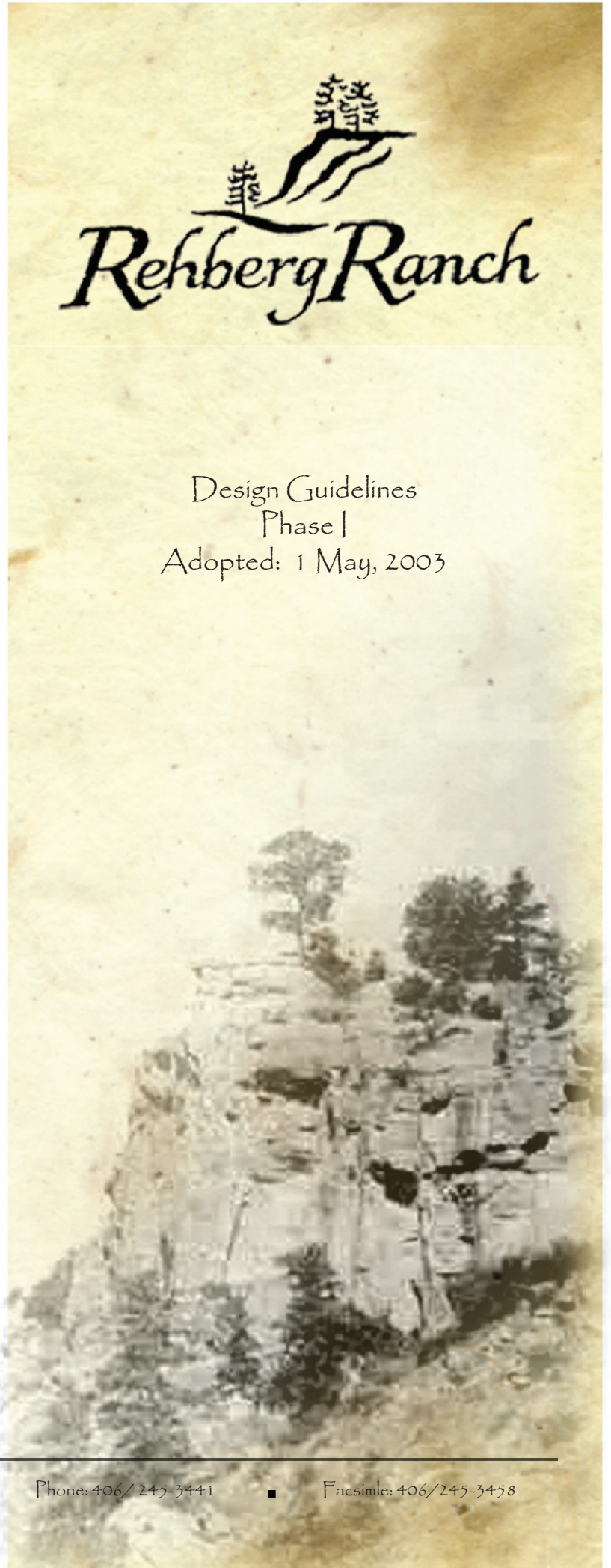




Design Guidelines  
Phase I  
Adopted: 1 May, 2003



# I. Design Objectives

The Rehberg Ranch is located in the high prairies of Montana. Sandstone rockscapes, native prairie grasslands, high plain coulees and picturesque bull pines are all part of the wide range of beautiful and undisturbed natural resources encompassed by the development. The Master Plan for Rehberg Ranch contemplates a mix of single and multi-family home sites interspersed with open space, walking paths, riding trails and parkland. A riding arena and horse stables, golf course facilities, and a small village square are proposed for future development but not yet planned. A lodge to serve golf course patrons and provide a central activity and meeting place for homeowners and their planned guests is contemplated. A Community Association will be organized to provide and maintain amenities and provide opportunities for community interaction and create a sense of neighborhood identity within the Ranch. Because of its location, design and history, Rehberg Ranch presents a unique opportunity to establish a community on the Rims which preserves the Montana we remember.

These Design Guidelines were developed to promote consistency with the style of landscape design and architecture that reflects and enhances the image of Rehberg Ranch, creates a sense of community where neighborhoods foster lasting friendships, and preserves the value of your investment in this unique community. From an architectural standpoint, the guidelines are intended to promote design styles that respect and protect the natural environment and minimize the disturbance of the existing terrain and vegetation, blend seamlessly into the natural setting, and convey and enhance the feeling of the high prairies of Montana. The use of building materials, colors, forms and architectural details should contribute to maintaining an atmosphere consistent with the ranching history of the site.

*A.J. Rehberg in the corral, circa 1950.*



## II. Applicability

These Design Guidelines, and any subsequent revisions, are applicable to all construction commenced within Phase I of the Rehberg Ranch development located in the East half of the East half of Section 22, Township 1 North, Range 25 East, PMM, Yellowstone County, Montana as described in Exhibit "A", and to any property submitted to the Community Charter for Rehberg Ranch ("Charter").

## III. Governmental Approvals & Governing Precedence

Each owner is responsible for complying with the Design Guidelines and all other provisions of the Charter on file in the public records of Yellowstone County, Montana as it may be amended from time to time, as well as any applicable agreements, rules and/or regulations entered into or adopted by any applicable Governing Authority, including any Planned Unit Development Agreement ("PUD Agreement") pertaining to the owner's lot.

To the extent that the City of Billings ("City") ordinances, building code or regulations require a more restrictive standard than the standards set forth in the Design Guidelines, or the Charter, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Charter and the Design Guidelines (in that order) shall prevail.

## IV. Summary of Design Review Process

A design review process has been established to implement these Design Guidelines and to assist Owners with property development. The design review process provides checkpoints along the way to avoid any wasted time in plan development and to avoid construction delays or revisions during the building process. It is strongly recommended that an Owner retain professional architectural or design assistance in planning and designing a Residence.

Architectural control and design review for Rehberg Ranch is handled by either (a) the Founder or its designee or (b) the Architectural Review Committee as specified in Chapter 6 of the Charter. The term "Reviewer," as used in the Design Guidelines, shall refer to the appropriate reviewing entity.

The Reviewer shall be the conclusive interpreter of the Design Guidelines, shall monitor the effectiveness of the Design Guidelines, and may, but shall not be obligated to, promulgate additional design standards and review procedures as it deems appropriate.

In general, the design review process includes the following:

- (a) A pre-design meeting where the Owner may discuss preliminary design concepts and the natural aspects of the particular lot with the Reviewer or its designated representative before any plans are submitted;
- (b) The submittal and review of preliminary building plans before the Owner finalizes the building drawings;
- (c) The submittal of the landscape plan and construction drawings to insure that they are consistent with the previously approved preliminary plans and Design Guidelines;
- (d) Periodic monitoring of the building process; and
- (e) A final inspection by the Reviewer or its representative to determine whether actual construction has been completed in compliance with

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the approved plans and the Design Guidelines.

See Section 6.3(b) of the Charter and Section IX. (Design Review Process) of Design Guidelines.

# V. Site Planning

## 5.1 General Site Considerations

The unique topography and general terrain of Rehberg Ranch requires particular attention to site planning. Buildings should be located to maximize the attributes of a site while minimizing the disturbance of the site's natural features.

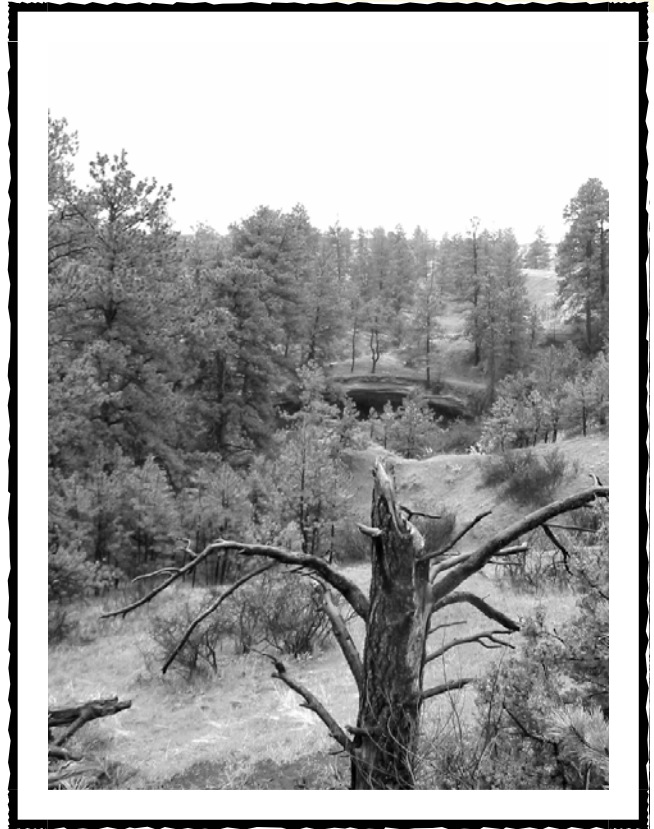
Topography of a site and the natural land forms it encompasses will determine the general form, massing and location of the building on a site. Driveway placement and layout should be carefully considered during site planning. Consideration should also be given to nearby streets, lots, public areas and amenities so as to protect the views of others and maintain quality architectural detail on elements of the Residence which are visible to the public or your neighbors.

The inclusion of level changes into the building design and the creation of a composition of forms which relates to the surrounding land and natural slopes should minimize site grading. Steep sites are not conducive to single level, single mass structures.

Due to the nature of the local soil and geology, Builders should consider obtaining a site-specific geo-technical report. Foundations, footings, retaining walls and related drainage systems shall be designed for the specific site.

## 5.2 Building Envelopes

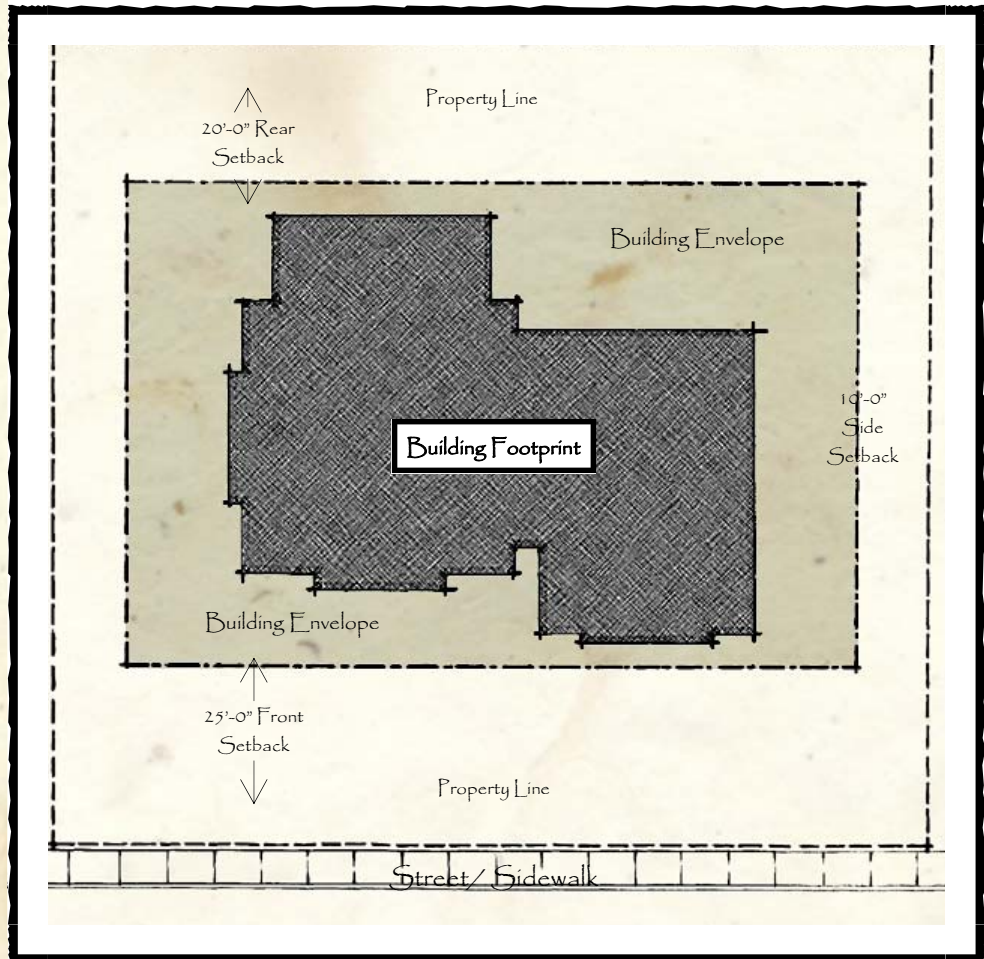
To maximize the preservation of the natural terrain for the enjoyment of all residents, the concept of a maximum allowable building area, referred to as the "Building Envelope," has been adopted. The Building Envelope indicates the area of each parcel within which all improvements must be located. These improvements include all buildings, outbuilding, garages, decks, patios, terraces, retaining walls, site walls, fences, screens and recreational facilities. The City prohibits the placement of construction



A view looking into Pa Hollow

material, including excavated soils, on adjacent lots. Construction zones and spoil areas should, therefore, be included within the Building Envelope. Approval of the Reviewer is required for the removal or destruction of unique land forms or trees larger than four (4) feet in height within or outside of the Building Envelope.

5.2.1 Illustration:  
Phase I  
Building Envelope



Landscape guidelines apply to property located within and outside of the Building Envelope including requirements that designated areas remain undisturbed. See Section 7.1. Builders should review these guidelines before commencing building activities.

Building Envelopes in Phase 1 (Exhibit "A") shall be defined by the

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approved setback requirements found in the PUD Agreement. In subsequent phases, the Founder may establish Building Envelopes on some or all of the platted lots. If no Building Envelope is specified, the applicable setback requirements will establish the Building Envelope. The Reviewer may modify any designated Building Envelope at the request of the Owner, provided the modification does not adversely affect the natural features of the lot or the neighboring lots (impact more than 20% of the Building Envelope area) or violate the PUD Agreement. Such modifications shall be at the sole discretion of the Reviewer. A variance must be obtained from the City for modifications affecting setback requirements or other provisions of the PUD Agreement. Particular landscaping requirements apply within and outside the Building Envelope – see Section 7.1 of these Design Guidelines.

### 5.3 Grading and Drainage

Rehberg Ranch has been engineered to take advantage of natural drainages and minimize manmade alterations to the natural terrain. Existing natural land forms and drainage patterns shall, therefore, be given priority in site improvement and building design, taking care to minimize modification of existing contours.

All grading must be limited to the Building Envelope area with the exception of grading for access unless approved by the Reviewer. Cut and fill slopes are subject to Reviewer approval and shall be avoided wherever feasible alternatives are available. Where used, they must be blended into the existing terrain and re-vegetated with items defined on the “Approved Dryland Prairie Vegetation List” set forth in Exhibit “B” or other materials approved by the Reviewer. Natural vegetation should be preserved on steep slopes wherever possible to minimize erosion and protect the natural landscape of neighboring property.

Natural or existing drainage patterns of the site shall be preserved wherever feasible. Modifications to existing drainage patterns are allowed only if approved by the Reviewer. Any such modifications shall be identified on the site location map. The Reviewer may require the Owner to submit an engineered drainage study of proposed modifications. Owners shall reimburse the Reviewer for any engineering fees incurred by



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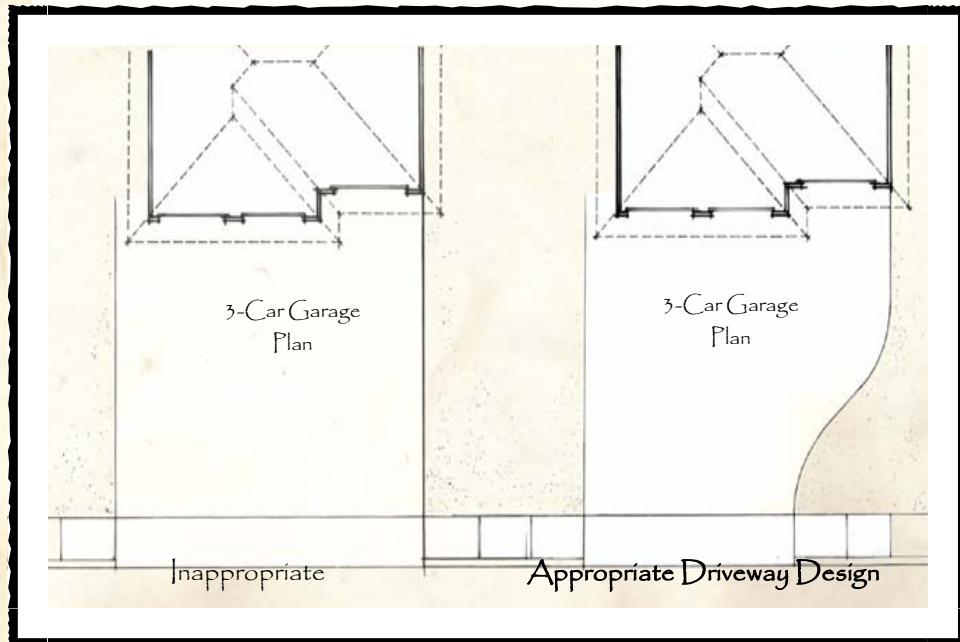
it in reviewing proposed drainage modifications.

The Owner is responsible for drainage resulting from site development. Drainage from site development may not be directed onto another lot, undeveloped area, or adjoining property except within an approved drainage easement. Runoff from roofs, drives or paved areas shall be directed away from building foundations into natural or improved drainage channels or dispersed into shallow sloping vegetated areas. Site drainage must meet all applicable environmental regulations. Impervious man-made swale linings are not allowed.

Roadway drainage within the development is accomplished through road design and a system of adjacent drainage swales and culverts. Construction activities, including driveway placement, must not interfere with these design elements. Drainage swales may not be filled in and must be maintained by the lot Owner at all times. An assessment may be levied against the lot to cover any costs incurred by the City in maintaining drainage swales.

## 5.4 Driveways

Where feasible, driveways shall follow site contours and should be designed to minimize impact on significant plants, rocks, contours and drainage



5.4.1 Illustration:  
Driveway Design

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patterns. The finished floor elevation of a home will be dictated by the driveway location and grade. This relationship must, therefore, be carefully considered when designing and siting the building and driveway.

Maximum driveway grades of 3-4 percent for the first 20 feet from the road and no greater than 10 percent on all other portions of the driveway are required unless a variance is obtained from the Reviewer, but in no case will a grade in excess of 15 percent be approved. The maximum width of the driveway at building edge of a two-car garage is 24 feet with a maximum lot line width of 20 feet. Maximum driveway width for a three car garage is 36 feet at building edge and 24 feet at the lot line. Onsite parking areas adjacent to a garage will be reviewed on an individual basis by the Reviewer. Drainage piping beneath driveways must be concealed using rock or stone or by an extension of the driveway surface.

Specific Units within Rehberg Ranch may be served by shared access driveways or private drives. The Reviewer may approve shared access driveways if requested by Owners and approved by the City is compatible with proposed or designated Building Envelopes.

## 5.5 Parking and Garages

Each single-family dwelling shall provide for at least two (2) parking spaces fully enclosed within a garage.

Garages should be attached or semi-attached. If the site requires, a separated garage may be approved by the Reviewer. Side-loading garages are required where feasible to avoid a series of protruding garages. Front-loading garages should be offset from the primary structure to meet massing requirements.

## 5.6 Easements and Utilities

Each Unit is serviced by easements to facilitate drainage and for the installation and maintenance of utilities. Landscape plans should include the re-vegetation of these easement areas where they have been disturbed during installation. Grading, site improvements and landscape materials must not interfere with utilities or drainage.

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All utility connections shall be installed underground from the existing trunk lines, and located to avoid site disruption as much as possible. The development is serviced by an E/One low pressure sewer system. Each Residence is required to install an E/One low pressure pump to utilize the system unless a compatible pump system is submitted to and approved by the City. Siting of the pump should be included in the site plan.

### 5.7 Recreational Facilities

Recreational facilities should be located within the Building Envelope unless otherwise approved by the Reviewer. This includes swimming pools, sports/recreational courts and other structures or improvements. Facilities may, with Reviewer approval, be covered by permanent or temporary overhead structures or with structures such as trellises and pergolas when they blend with natural surroundings and the architectural design of the Residence.

### 5.8 Signage

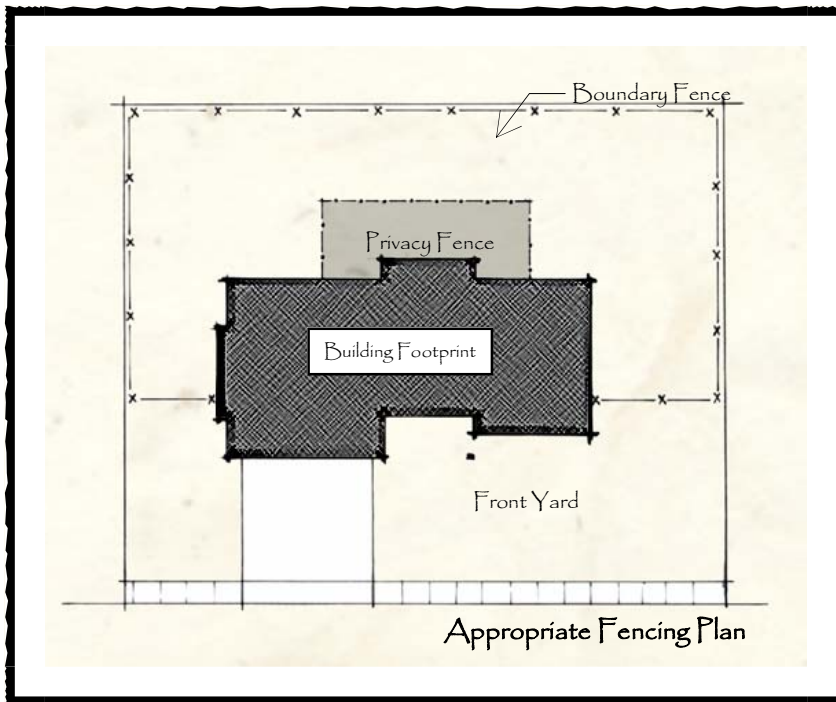
Street address signs shall be displayed with Arabic numerals.

Project identification signs for multifamily residential projects may be located at each entrance to the project from the main access road. Signs must be pre-approved by the Reviewer. Trailhead, entry and neighborhood signage may be posted by the Founder for identification purposes.

Except for signage related to the sale of lots or homes, commercial signage is prohibited in residential areas.

### 5.9 Fencing

All fence locations, materials, and heights shall be included on the site plan for approval. Privacy fencing and screening walls for service yards, utility tanks, trash containers, storage, maintenance and recreation equipment, etc. may be built within the Building Envelope, shall not exceed six feet in height, and shall be limited in length to the extent reasonable needed for the particular purpose of the fencing.



5.9.1 Illustration:  
Fencing Plan

### 5.10 Preservation of Significant Views

Rehberg Ranch is uniquely positioned to provide a variety of viewsapes within and beyond its borders. In consideration of the interests of other residents of the community and the public, care should be taken to locate and size structures so as to preserve as many view opportunities as possible.

### 5.11 Combining Units

An Owner who owns two contiguous lots may combine the two lots into a single lot only with the prior consent of the Reviewer and the City, and only if, in the Reviewer's opinion, the change does not materially impair views and/or privacy from the neighboring lots, public areas or amenities. When considering combining lots, the Owner must recognize that even though combining Building Envelopes may provide more natural space between adjacent lots and improve view corridors, it may also have an adverse impact on the view and privacy of other nearby lots, amenities or public areas and, therefore, may not be approved by the Reviewer.

## VI. Architecture

The design concept for Rehberg Ranch is intended to capture the feeling of the native prairie environment and the flavor of the historic Montana ranching community. Architecture that uses natural materials, such as timbers, stone and

native materials, and reflects the design styles associated with the heritage of this region is encouraged. Relatively simple building forms should be given interest and character by use of details faithful to a consistent style for each project. Decorative accents of doors and windows, corbel, chimneys, dormers, gates,

balconies, railings, patio surfaces, art work and lighting should all work in harmony with the overall architectural style and interpretation. Architecture utilizing



Craftsman Style Home

### 6.0.1 Illustration: Craftsman Style



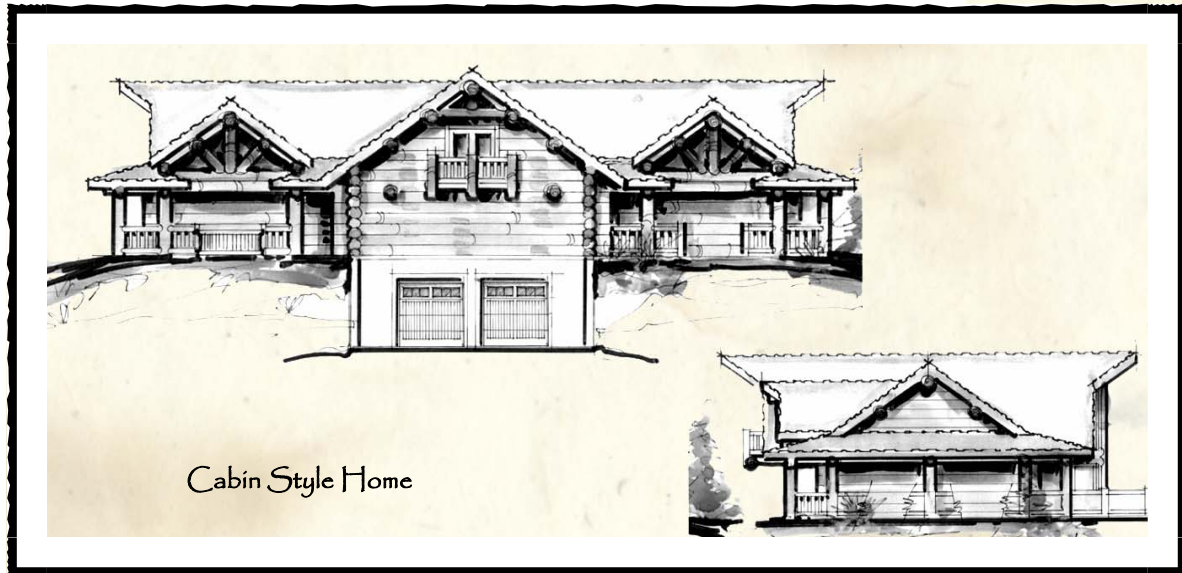
Western Bungalow Style Home

### 6.0.2 Illustration: Western Bungalow Style

Craftsman, Western Bungalow, Rancher, Log Home/Cabin styling are compatible with the environment and heritage of Rehberg Ranch. Other architectural styles may be permitted at the Reviewer's discretion if consistent with

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the design theme of Rehberg Ranch.



## 6.1 Building Size

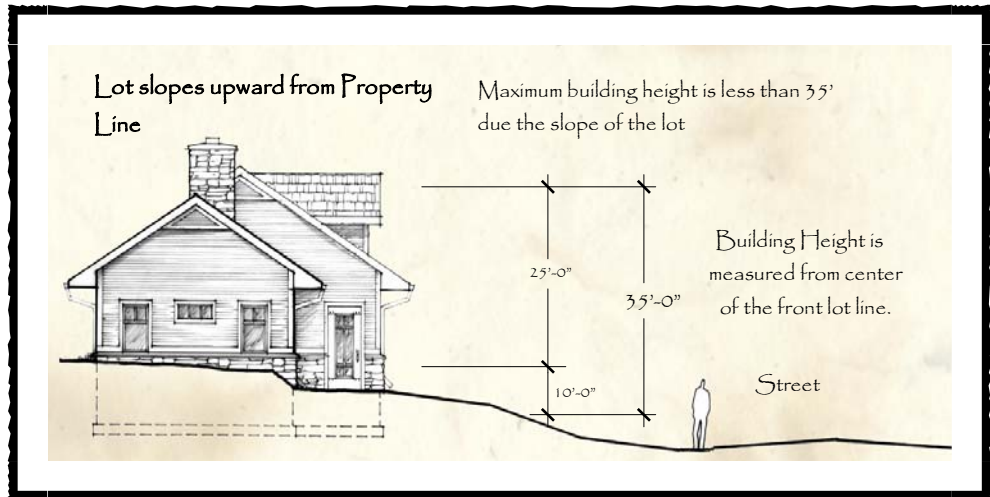
Single-family residences must contain a minimum of 1,200 or 1,600 square feet of enclosed habitable space depending upon location. See Exhibit "A". Homes should be sized appropriately for the lot. In order to maximize the views and open space environment, smaller homes utilizing more architectural detail are encouraged.

## 6.2 Building Height

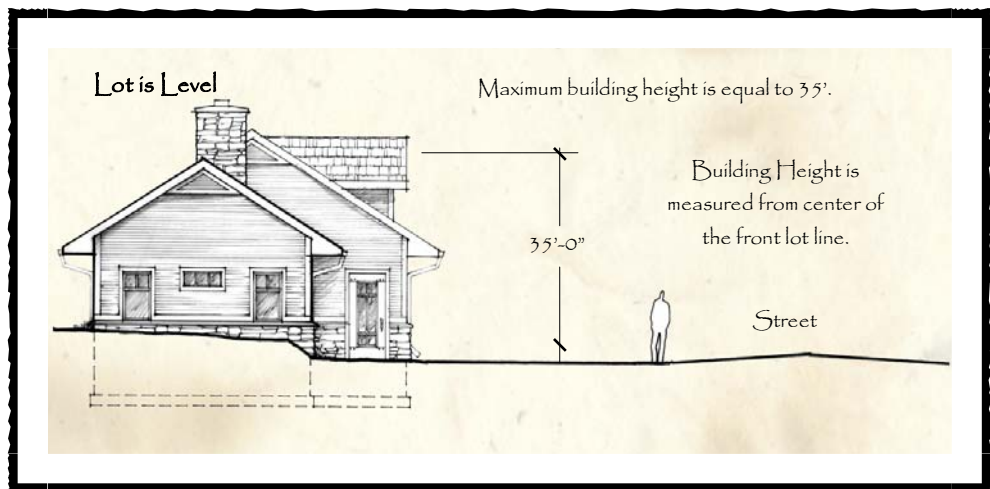
Maximum allowable height for a residence is 35 feet measured from the mid point of the front lot line. Actual height of the building should be designed with consideration of the natural characteristics of the terrain, the overall composition of the building and preservation of view opportunities for others within the community. The owner is encouraged to use terracing to design the residence to follow the slope of the lot. Roof lines must be varied to avoid a single, uninterrupted roof span. Notwithstanding the height limitations, the Reviewer may disapprove a proposed residence or other structure if, in the Reviewer's sole opinion, the structure appears excessive in height when viewed from a street, a public or private amenity, public area, common area or other lot, or if it appears out of character with other residences or it would be prominent because of its height.

### 6.0.3 Illustration: Cabin Style

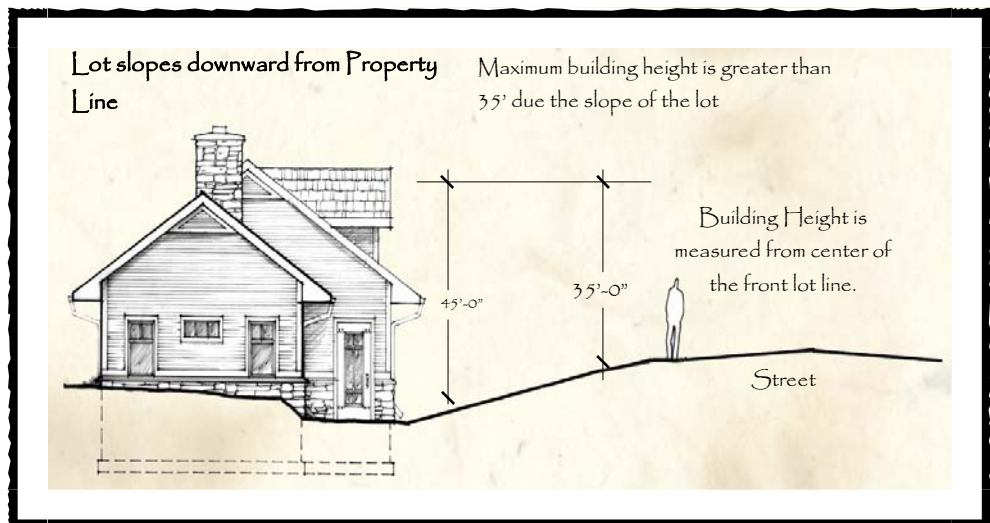
6.2.1 Illustration:  
Building Height  
Scenario 1



6.2.2 Illustration:  
Building Height  
Scenario 2



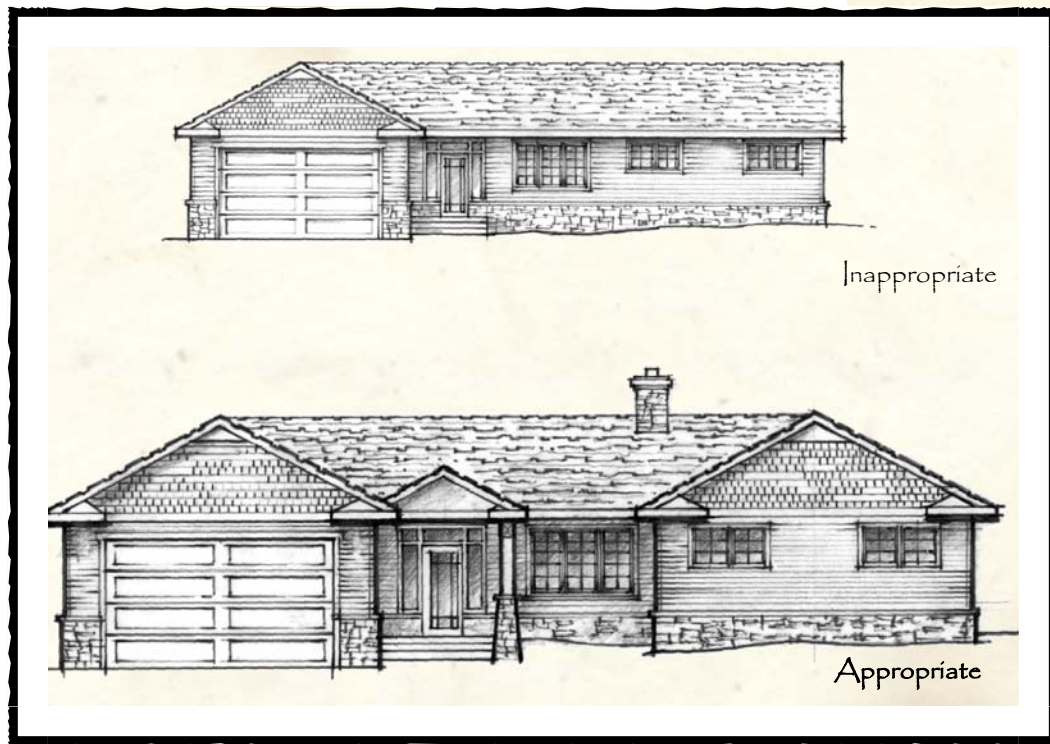
6.2.3 Illustration:  
Building Height  
Scenario 3



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## 6.3 Massing

The composition of additive wall surfaces and/or rectangular building forms should establish the scale of buildings and assist in relating the building to the surrounding landscape. Every effort should be made to minimize the footprint of a structure within the Building Envelope and avoid single form



structures of large mass, windowless elevations and extended, uninterrupted wall planes. The visual scale of walls can be reduced by appropriate door and window placement, use of materials, changes in form and massing and landscape detail such as berms, planted areas, boulders, etc.

## 6.4 Roofs

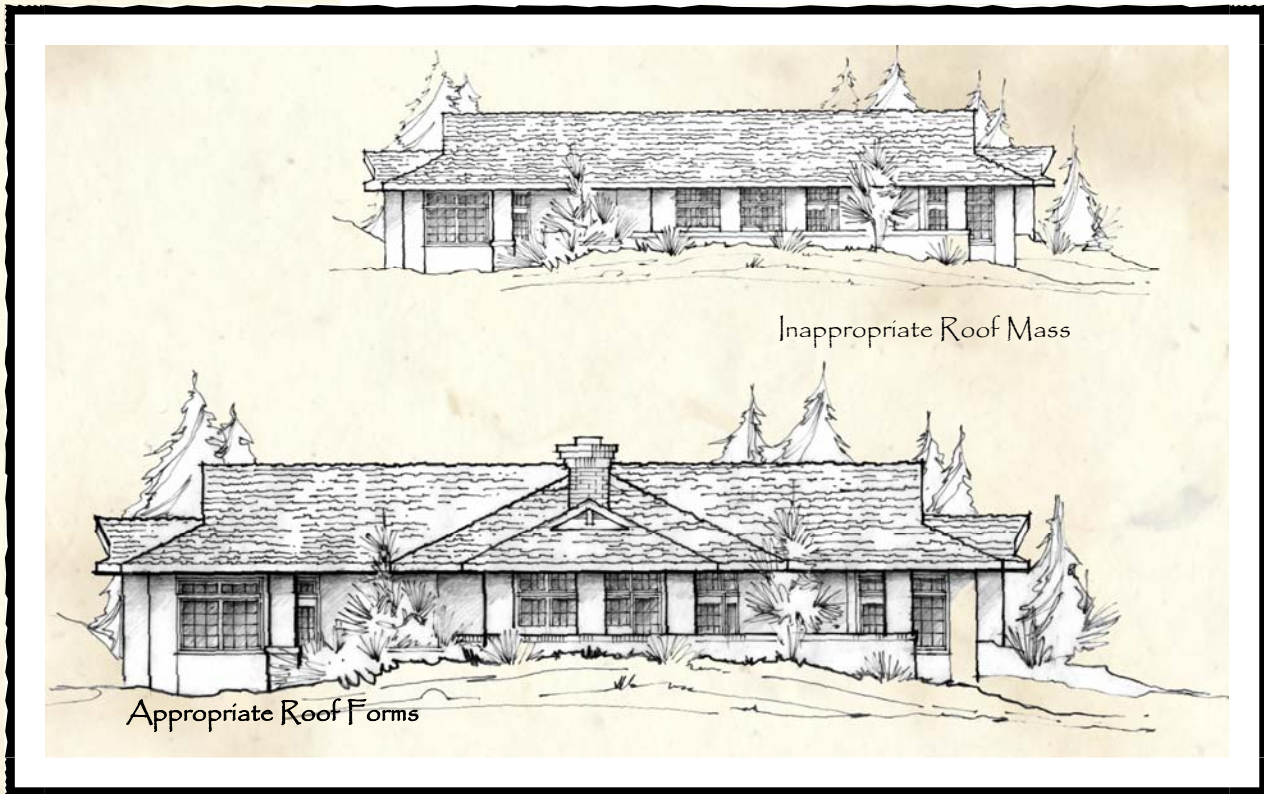
Because roofs are an important visual element in building design, they should be relatively simple and consistent in form and materials. Shed, gable or hip type roofs are acceptable if composed of a primary roof plane and a secondary roof plane compatible with the primary. Shed roofs may have up to 40% as single-plane; gable roofs may be up to 75% as a single gable. Snow

6.3.1 Illustration:  
Massing



accumulation and shedding should be considered in roof design. A minimum pitch of 4:12 for primary roofs is required; secondary roof pitches must be complimentary to the primary roof with a minimum pitch of 4:12. Flat roofs are not

not



#### 6.4.1 Illustration: Roof Mass

allowed as a primary form and may be used as a secondary form only with approval of the Reviewer. Mansard, dome, curvilinear and other unconventional roof forms require a variance from the Reviewer and must be incorporated into an architectural design consistent with these Design Guidelines..

To enhance the feel of the rugged natural terrain, long continuous ridgelines must be avoided. The maximum allowable length of a ridgeline is 35 feet. The use of exposed ridge beams, raised gables, fireplace chimneys and roof step-downs are encouraged to break up long roof lines and add detail to the overall appearance of the home.

Deep roof overhangs help control rain water, provide shade for walls and add detail to the structure by creating visual relief and shadow patterns. Primary roof designs utilizing a pitch of 8:12 or less, therefore, shall

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incorporate substantial overhangs of a minimum 18 inches on eave ends and a minimum 12 inches on gable ends. Overhangs on primary roofs of more than an 8:12 pitch shall be at least 12 inches on eave and gable ends. A minimum six (6) inch fascia is required on all primary roofs. Roof overhangs on secondary elements may vary in order to achieve a consistent fascia line. Eaves, fascias and soffits should be detailed appropriately for each architectural style.

Roof surfacing materials are an important visual element of the overall design of the home. Acceptable roof materials include 30-year architectural asphalt shingles, standing seam, corrugated, or batten style metal, slate, or weathered copper. Concrete or tile materials may be permitted at the discretion of the Reviewer. Cedar shakes are prohibited to minimize fire risks. All other roofing materials must be approved by the Reviewer.

It is important that all roof materials be of a color that blends naturally with its setting. All roof materials must have a low Light Reflective Value (LRV) not exceeding a value as determined by the Reviewer on a case by case basis. Roof material and color will be evaluated by the Reviewer in order to ensure compatibility with the Residence's setting. Colors and materials should be complimentary to the natural terrain and soils.

## 6.5 Exterior Wall Materials

Exterior surface materials shall harmonize with the natural landscape. The use of stone is strongly encouraged to help tie the building to its natural environment. At least 25% of the front elevation must be faced with stone unless the Reviewer determines that the use of stone is not consistent with the architectural design of the residence or that other design features of the home have a strong enough natural influence to tie the residence to the natural setting. Use of stone at the base of the building expresses a feeling of mass and permanence, and visually anchors the structure to the site. Carrying the stone throughout architectural elements will add individuality to the structure and prevent the appearance of being "dipped" in stone. A stone material with a relatively flat surface such as sandstone or quarried mountain stone is encouraged.

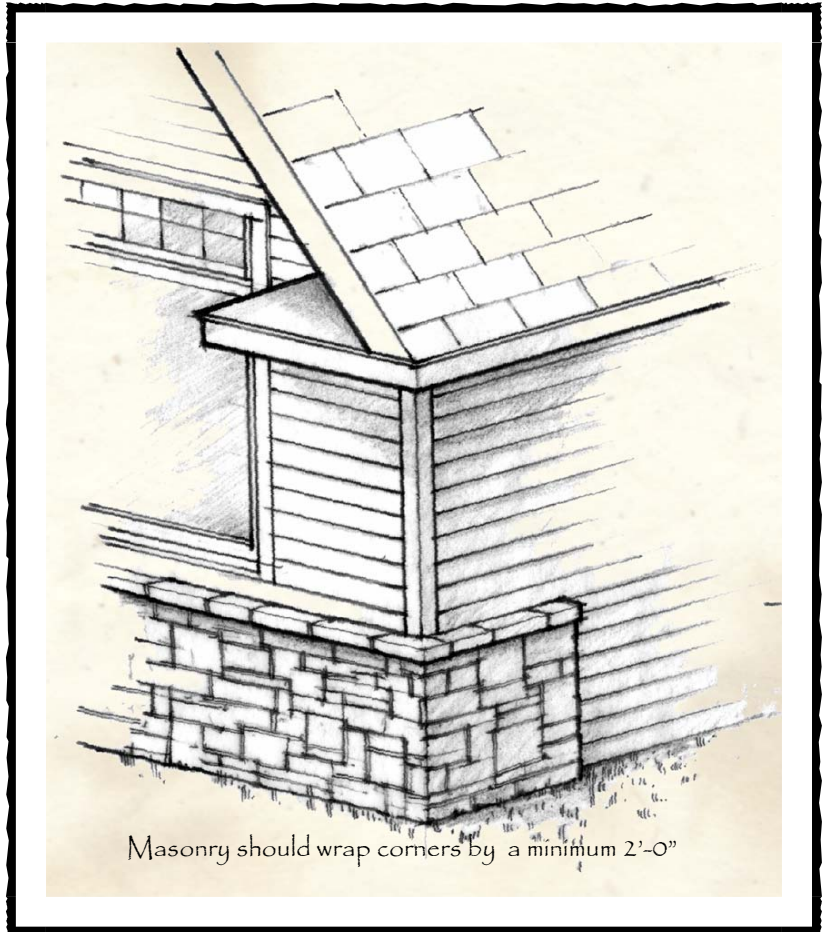
Timber, logs and glu-lam beams are recommended to express the structural framing of the building. For homes using siding, the primary exterior building





6.5.1 Illustration:  
Material  
Articulation

6.5.2 Illustration:  
Masonry  
at Corners



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material should be wood or wood textured siding. Channel rustic, shiplap, tongue and groove, log and/or timber *in horizontal application* are appropriate. Board and batten may be applied vertically. Board trim may be used in details: fascia, eaves, corners, and window trim. Metal, masonite, or cementitious siding, brick, or concrete masonry units, stucco or EIFS are generally considered incompatible with the natural landscape, but may be approved if, in the discretion of the Reviewer, the application conforms to the design philosophy of Rehberg Ranch.

Certain exterior wall materials are inappropriate for the design theme of Rehberg Ranch and will not be permitted unless a variance is obtained: plastic and vinyl siding materials, river rock, rounded boulders, pre-cast concrete, formed concrete, cinder block, reflective surfaces, and ceramic tile.

Wall materials should only be changed in the wall plane. Masonry, siding, shingle or other wall materials must wrap the outside corner and end on an inside corner of a wall.

All visible portions of a residence or structure, including the back or side views, on units that border public or private amenities, such as parkland, trails, golf course, livery stable or other areas that are visible to the public, must maintain an architectural quality consistent with the front elevation.

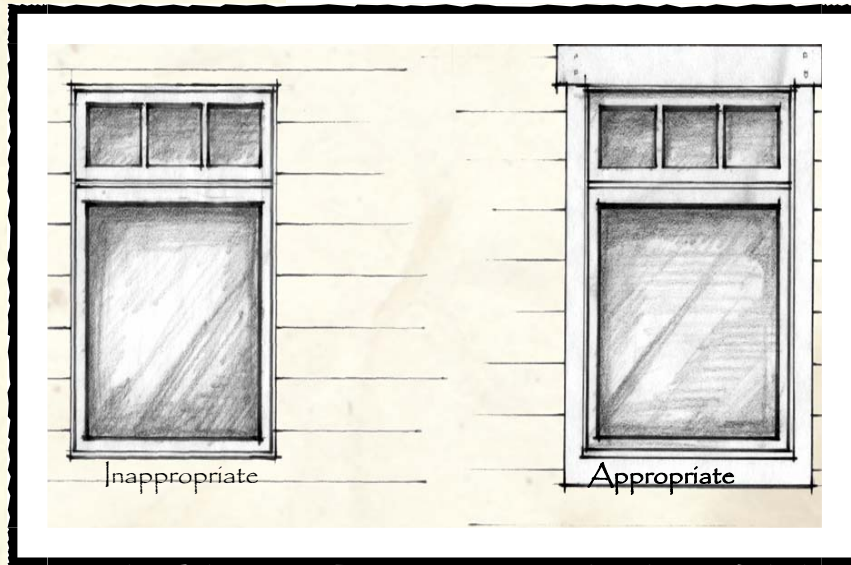
## 6.6 Exterior Colors

Exterior colors of buildings should blend the building into the terrain and natural landscape. Exterior stains should be semi-transparent in color, should be subtle, and should accent the natural wood tones. Paint colors should be selected from the earth tones and are subject to Reviewer approval. Accent colors may be used on secondary details of the building, such as door and window trim, fascias and frieze boards. They can bring interest and unique identity to the building and should be chosen to blend with the primary colors of the exterior. Bright colors, white, primary colors, and those that demand undue attention to a particular element are not appropriate.



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## 6.7 Windows and Doors



6.7.1 Illustration:  
Window Trim

The location of doors and windows should be designed to enhance the appearance of the elevation, at the same time maximizing view opportunities and their function to the interior design. The use of windows and doors to provide individual character and scale refinement of walls is encouraged. Window placement, styling and detail should be consistent throughout the building and with the architectural style of the home.

Generally, windows should be centered on the building mass unless placed to wrap the corner; however, consideration will be given to differing design elements. Windows in masonry, brick, or stone should be recessed at least four inches from the façade face and utilize both a header and a sill. Other windows shall have a minimum 4-inch trim, shutters or similar window treatment. Skylights are allowed at the discretion of the Reviewer.

6.8.1 Illustration:  
Balcony Design

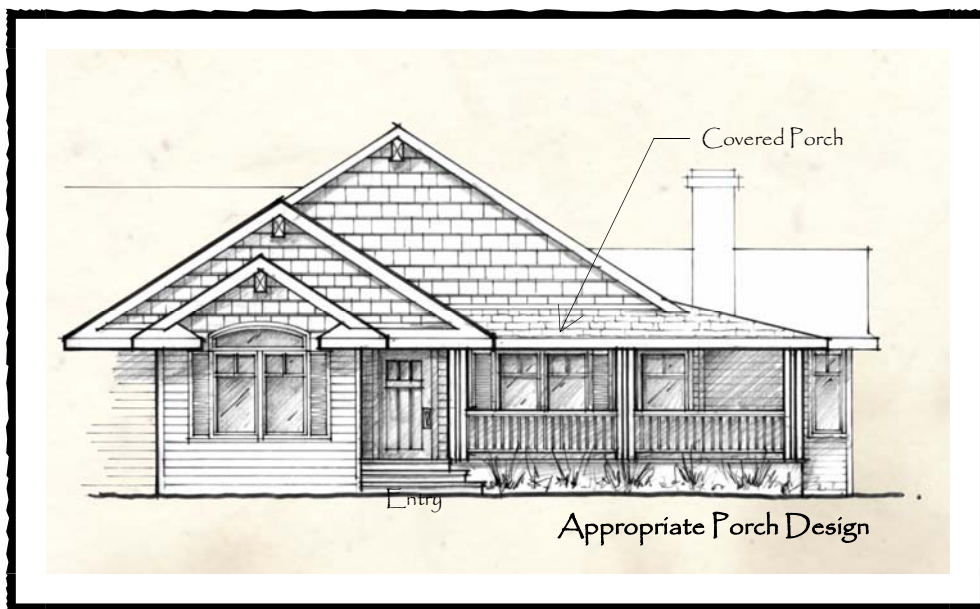


## 6.8 Balconies, Decks and Porches

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Decks, balconies, and porches are encouraged and shall be designed as an integral part of the particular residence. Covered decks are encouraged. Balconies should be proportional to the exterior elevation of the building, and should be sized to individual rooms and functions. Cantilevered decks and balconies may be approved by the Reviewer if appropriate to the architecture of the residence.

A covered entryway, compatible with the architectural style of the home, is required for the front door. This may be accomplished by a porch, porte



6.8.2 Illustration:  
Porch Design

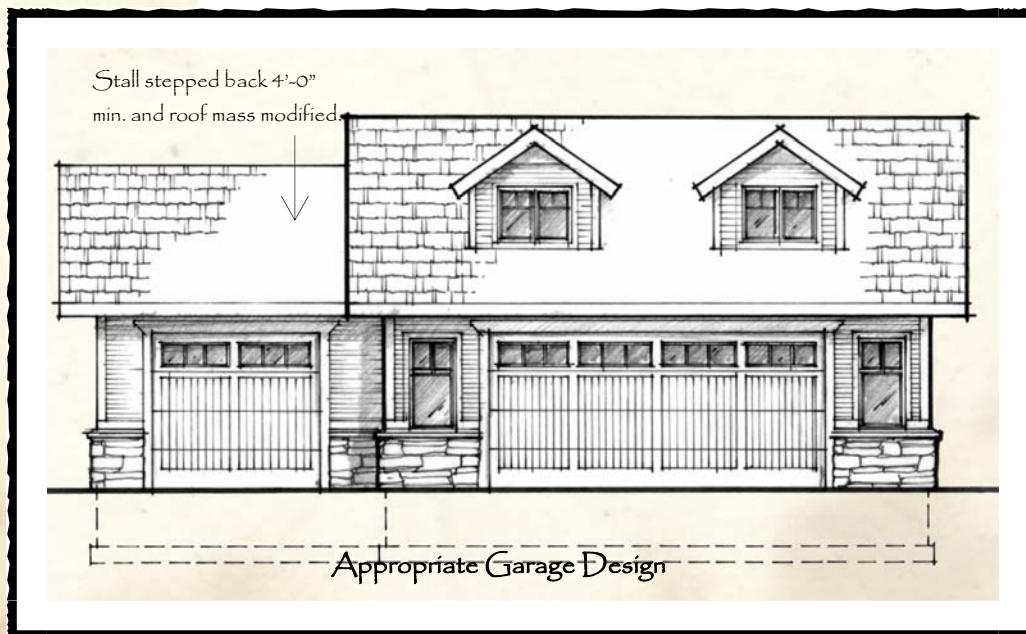
cochere, second floor overhang, skirt roof, hip roof, etc. A minimum 8-foot depth and 36 square foot dimension is recommended to provide a usable front porch. Porch railings, when utilized must also be compatible with the home's architectural style.

Deck, balcony and porch materials should comply with the exterior wall guidelines set forth above. Composite materials may be approved by the Reviewer if consistent with the design philosophy of Rehberg Ranch. Decorative columns or timber posts must be at least six inches square or in diameter and appropriately scaled to the architecture of the residence and the exterior materials used. Smaller diameters may be used for grouped columns or posts which incorporate built-up trim elements or masonry bases.

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## 6.9 Garages

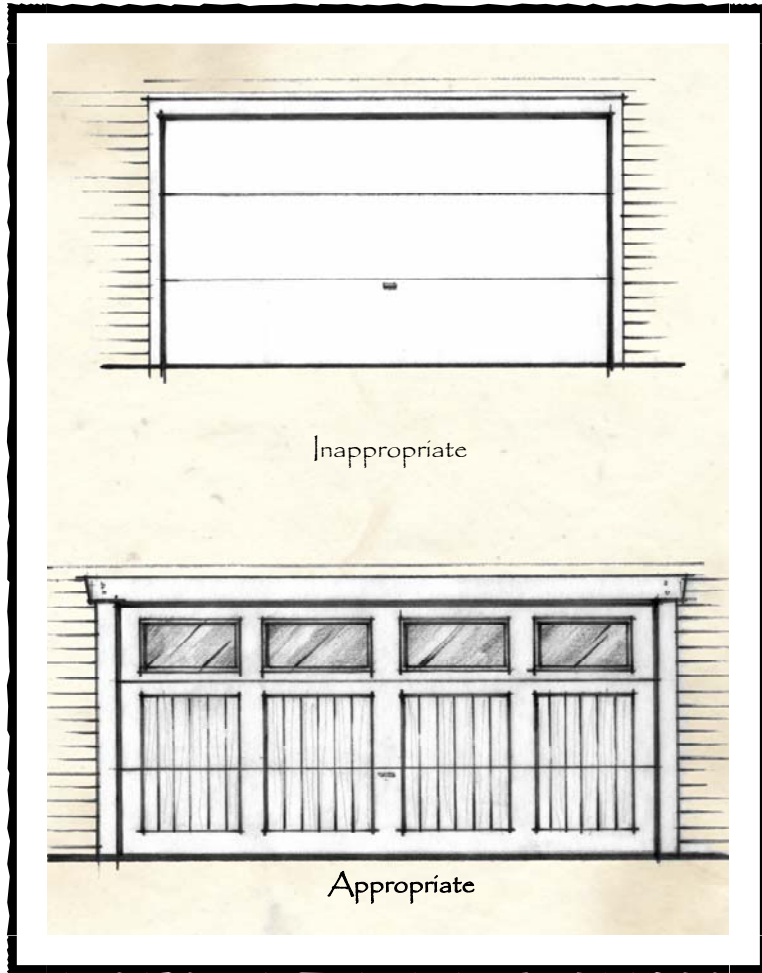
In creating a sense of community, it is important that the front entry, rather than the garage, dominate the front elevation. Consequently, side-loading or recessed garage configurations are required where feasible to enhance the neighborhood values and create diversity on the street corridors. In most cases, massing requirements will require offsetting of front loading garages. A third garage bay on front elevations is only allowed if distinctly separated from the other two bays. At least four (4) feet of horizontal



### 6.9.1 Illustration: Garage Design

separation and an appropriate change in roof line is required. Carports are subject to Reviewer approval, must be integrated into the overall design of the Residence.

Garage elevations and doors are an integral part of the design of any home. Consequently, architectural forms, materials and design details used in the building's elevation, should be incorporated into all garage elevations. The use of decorative garage doors with relief or trim compatible with the architectural style of the home is required. It is recommended that the surface of the garage door be of the same materials and color as the siding, or other significant exterior detail of the residence, or a natural wood color.



6.9.2 Illustration:  
Garage Doors

## 6.10 Foundations

In the interest of creating a close integration between the building and its site and landscape, foundations and grading should be designed to give the appearance of the home emerging from the ground. Any foundation walls more than six inches above finished grade must be covered with stone or siding. Foundations must be stepped to accommodate contours of sloping sites, and high retaining walls or extensive cut and fill slopes should be avoided. Creating visual harmony between foundation walls and landscape walls is encouraged where possible. Suspended building masses and cantilevered buildings greater than two feet are not allowed without Reviewer approval.

Generally, large two-story planes and full walkout basements or lower levels



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will not conform to the massing requirements. Care should be taken, therefore, to incorporate sufficient design detail to ensure appropriate massing. For instance, walkout basements may be appropriate on aggressive slopes when minimized by the use of daylight foundations, retaining walls and berming or where two-story planes are broken by rooflines or other architectural detail.

### 6.11 Chimneys

Chimney design should be compatible with the form and materials of the building. Chimneys should be constructed of masonry, including cultured stone. Fireplace and mechanical flues and vents should be consolidated and enclosed within the chimney. All exposed metal flues or pipes should be enclosed or painted to match the roof color. All fireplaces and wood burning devices must be approved by the United States Environmental Protection Agency and must comply with any applicable state or local requirements. All chimneys must contain spark arrestors. Owners are encouraged to plumb burning devices for natural gas.

### 6.12 Vents and Other Details

Ventilation openings in vertical exterior walls and roofs, including attic ventilation and foundation or under floor vents are limited in size to 144 square inches each and should be covered with noncombustible mesh of 1/4-inch openings or less. Vents must be compatible with the architectural detail of the home and reflect the rustic flavor of the community and Montana's historic ranching architecture.

### 6.13 Exterior Equipment

All exterior mounted equipment (meters, transformers, air conditioners, etc.) should be landscaped to minimize view from neighboring lots and common areas.

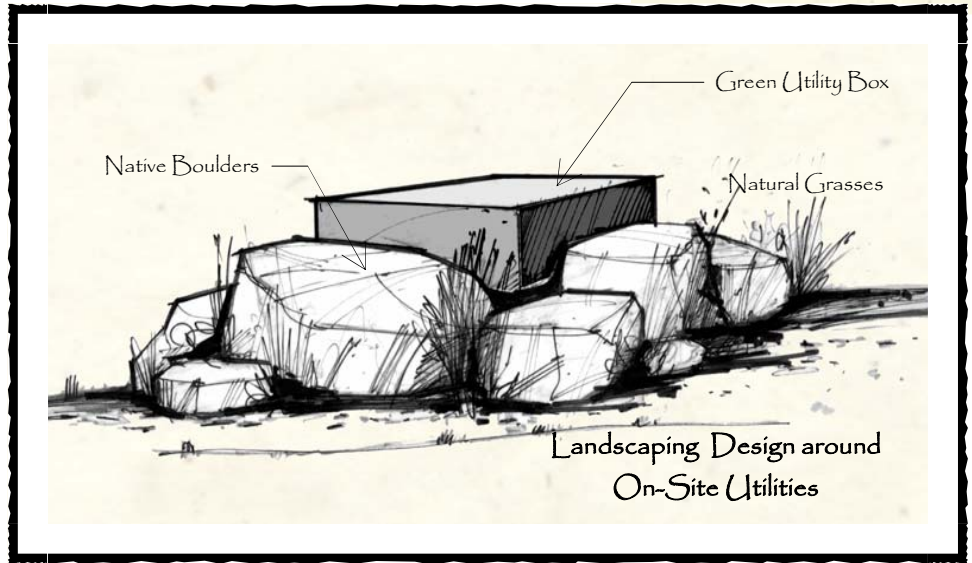
Antennas, aerials and satellite dishes or other apparatus for transmission or reception of television, radio, satellite or other signals must be contained within the Residence and not visible from outside the Residence except that

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one (1) satellite dish, 24 inches in diameter or less, may be mounted on the Residence in a manner which avoids adverse visual impact on neighboring units and roadways. Dishes may be painted to blend with surroundings or be screened with landscape materials. Rooftop installation is not allowed.

Passive solar applications or orientation and design of the residence for maximum winter solar heat gain will reduce the winter heating needs and is encouraged to the extent the design objective does not adversely impact the natural surroundings, involve undesirable removal of existing trees, or adversely impact neighboring properties.

Solar applications must be integrated into the design of the building to which it is appurtenant or into the landscape of the lot. Rooftop installation is discouraged unless installed flat to the roof surface, fully integrated into the design of the residence, finished in trim consistent with the exterior of the residence and not visible from other lots, the street or any place off-site. Improperly positioned solar collectors can cause excessive glare and reflection, so care must be taken in placement and orientation and impacts must be identified on the site plan. All solar applications must be approved by the Reviewer.



6.13.1 Illustration:  
On-Site Utilities  
Landscape Design

## VII. Landscape

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The goal of landscape design for a site in the Rehberg Ranch should be to integrate the building and Building Envelope into the natural scale, form, massing, color and texture of the existing terrain. Native landscape of the Ranch includes coulees, sandstone outcroppings, native grasses, bull pines, and yucca. The objective of these landscape design requirements is to maintain the qualities and integrity of the existing high-plains Montana environment.

### 7.1 Landscape Preservation and Enhancement

Appropriate landscaping is critical to preserving the natural look and feel of Rehberg Ranch. Guidelines have been developed therefore, to help the Owner fit the Residence into its natural environment, minimize the destruction of existing terrain and assist in appropriate species selection. The Final Plan submitted must provide a landscape plan incorporating these guidelines which identifies what, if any, trees or land forms the Owner intends to remove during construction and what vegetation and landscape features will be added.

General requirements of the Charter, applicable to all Units, specify that trees larger than four (4) feet in height can only be removed with approval of the Reviewer or as required by the City fire department. In addition, within one (1) year of occupancy, each Owner must plant, maintain and, in case of destruction, replace at least two (2) evergreen trees three (3) feet high in the front yard of the residence. Weed control is the responsibility of the Unit Owner who shall remove or eradicate any noxious weeds found on the Unit in a timely manner in order to prevent spreading.

In addition to the general requirements, landscape zones have been created to blend the outdoor living space into the natural environment.

“Native Landscape Areas” are areas located outside the Building Envelope which border parkland trails, open space, undeveloped common areas, adjacent property, public or private amenities, or other land designated as remaining undeveloped. In addition, the Reviewer may designate additional areas as “Native Landscape Area” if in the Reviewer’s discretion, maintaining the natural vegetation is required to preserve significant vegetation or land forms or preserve natural view pockets within Rehberg Ranch.

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All forms of disturbance, including construction, excavation, cut and fill slopes and vegetation, tree or land form removal within the Native Landscape Area are prohibited unless a variance is obtained from the Reviewer. If a variance is granted re-vegetation within this Area must be accomplished with native plant materials unless specific approval for non-native species is obtained.

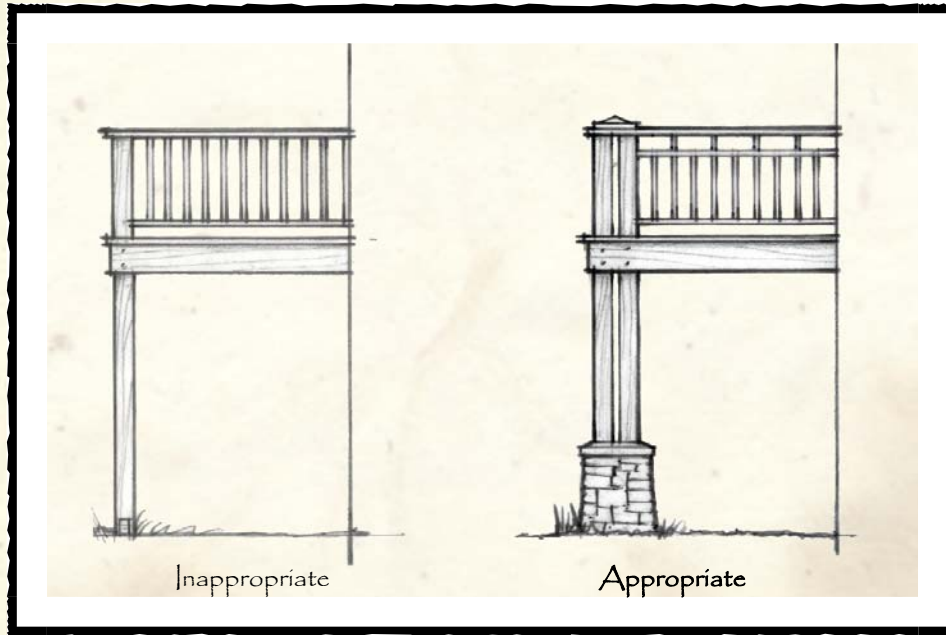
The “Outdoor Living Area” includes areas adjacent to the Residence, within the Building Envelope and designed as outdoor living space. This area includes patios, terraces, recreation areas, sports courts, and other areas associated with specific outdoor activities. Native vegetation within the Outdoor Living Area is not required, however, it is recommended that vegetation listed in the “Approved Dryland Prairie Vegetation List” (Exhibit “B”) be utilized. Unlisted vegetation selections are subject to Reviewer approval.

Property located between the Outdoor Living Area and the Native Landscape Area or lot lines is known as the “Transition Area”. Only vegetation listed in the Approved Dryland Prairie Vegetation List and rock or masonry compatible to the native sandstone may be used within this area.

Non-native vegetation should be transitioned into the native landscape area in a manner that avoids hard lines and preserves a natural look. Re-vegetation shall be with natural vegetation, including grasses.

## 7.2 Terraces, Patios, Walkways and Decks

Terraces, patios, walkways and decks should serve as a transition between the building and the surrounding topography. These elements should be located within the Building Envelope unless specifically approved by the Reviewer. On above-grade decks, support columns shall be finished to match materials used on the main residence. Deck columns must be at least six (6) inches square or in diameter. Stairways must be composed of the same material as any decking and any exposed cement more than six (6) inches above grade must be colored, patterned, stamped, or otherwise covered by berming, rock placement, masonry, siding, vegetation, or other approved material.



### 7.2.1 Illustration: Deck Design

## 7.3 Driveway Surfaces

Asphalt, cobbles and exposed or stamped, patterned or colored concrete are appropriate paving surfaces for driveways. Gravel or porous stone may not be used for driveway surfacing.

## 7.4 Exterior Lighting

The night sky is one of the premium amenities Rehberg Ranch has to offer. Lighting guidelines are adopted, therefore, to maintain the rural character of the development, preserve the night sky, and protect neighboring properties from bright and/or indirect light. Exterior lighting is allowed for identification signs, landscaping and security on driveways, porches, patios, entrances and pathways. For security purposes it is recommended that each home install at least one photo cell light on the exterior of the home. Down lighting is required and direct light sources shall not be visible from neighboring lots. Any lighting erected on poles or posts more than 24 inches high shall be compatible with the design of the home and the historic ranch flavor of the community.

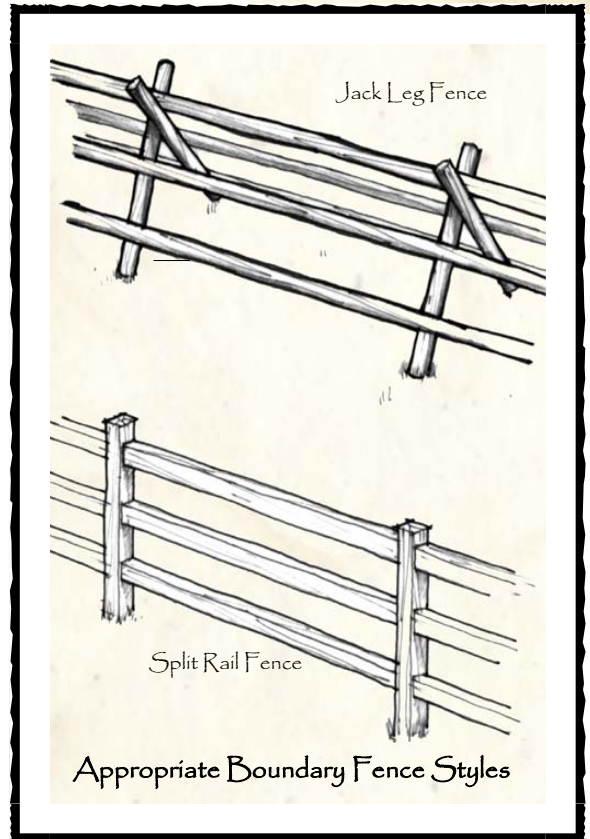
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## 7.5 Fencing

Special consideration should be given to fencing. Fencing which borders on natural areas, parkland, or other amenities, should be designed to promote visibility for adjacent landowners, so all residents can enjoy the native landscaping inherent in the site. Boundary fencing shall be constructed of wooden split rail or jackleg fencing stained with a natural color unless other fencing is approved by the Reviewer. Black wire may be attached to fencing for animal control purposes if approved by the Reviewer although electronic pet fences are recommended. Fencing with similar visibility characteristics may be approved at the Reviewer's sole discretion. Painted, plastic or vinyl fencing is not allowed.

Privacy fencing should be incorporated into the architectural design of the residence and appropriately sized for its purpose.

The Owner shall maintain all fencing in a state of good repair following construction.



## 7.6 Retaining Walls

The use of retaining walls, low landscape walls, fences and other screening elements is encouraged to address grade changes and to define exterior living spaces. Site contours, natural features and site improvements should determine location and alignment of these features.

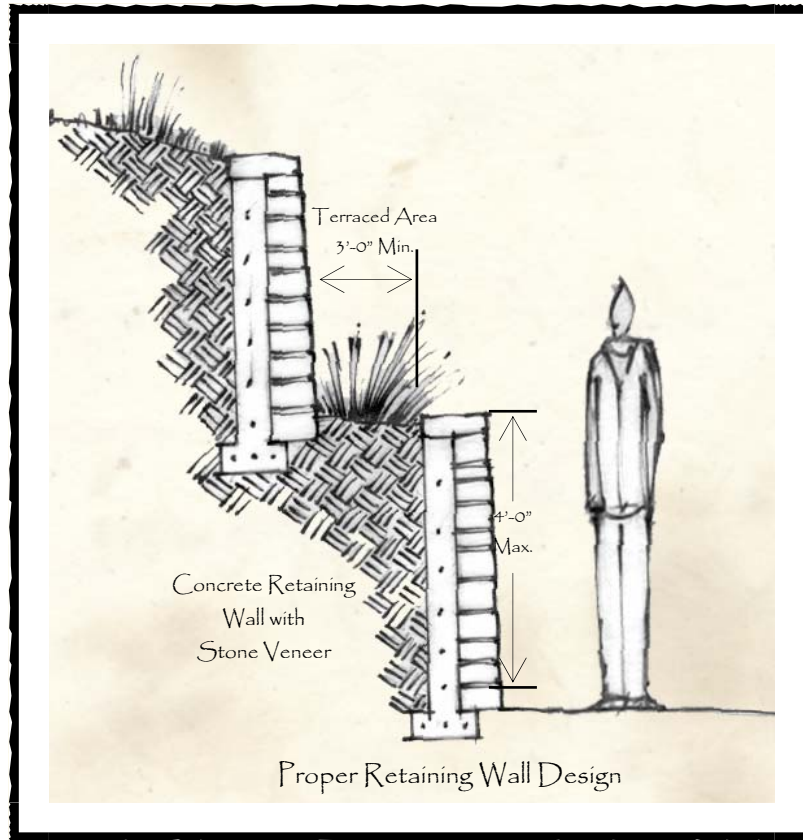
All retaining walls above grade shall have a surface treatment on the area above finish grade consistent with the architectural design of the residence. Stone, wood or concrete with stone veneer is recommended. EFIS is not an appropriate wall material. Where stone is used, it should be laid in a pattern matching the building construction.

Maximum vertical face for landscape retaining walls is four feet above finish grade. Terraced walls should be used for extreme grade changes. Where terraced walls are used, there should be a minimum of three (3) feet from the back of the lower wall to the face of the upper wall to allow for

7.5.1 Illustration:  
Fencing Styles

planting between terraces. Landscape walls should be designed and constructed to give a feeling of strength and permanence.

### 7.6.1 Illustration: Retaining Walls



### 7.7 Pets

Dog kennels or dog runs are subject to Reviewer approval. Dog kennels and runs must be adjacent to the residence and screened with privacy fencing or landscaping. Kennels or runs of up to 100 square feet in area may be permitted. Only dark colored, vinyl clad, chain link fencing may be used for enclosing runs or kennels. Maximum height is six (6) feet.

## VIII. Construction Regulations

In order to assure that the natural landscape is not unduly damaged and residents are not subject to unreasonable disturbance during construction, the following Construction Regulations shall apply to any and all work performed on a Unit within Rehberg Ranch. All Builders and Owners shall be bound by the Rehberg Ranch PUD Agreement, the City Building Codes and all applicable local, state and federal codes, regulations and restrictions. All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, Builders, contractors, subcontractors, suppliers and guests while in Rehberg Ranch. Owners, their representatives and general contractors should become familiar with these regulations prior to beginning any design or construction within the Ranch. Any questions concerning these Design Guidelines or building requirements should be directed to the Reviewer.

### 8.1 Performance Bond

To guarantee that the Design Guidelines, including these Construction Regulations are adhered to, each Owner or Builder, before beginning any construction, shall post a minimum cash performance bond of \$2,000 with the Reviewer. The Reviewer may establish a bond schedule based upon the square footage of the Unit, past performance of the Builder, habitable space of the proposed structure, estimated sales price, or other reasonable factor, and may waive the bond for Owners or Builders who have exhibited the ability and willingness to conform to these Design Guidelines on previous construction within the development. Should it become necessary for the Reviewer to remedy any violation of the Guidelines and/or Regulations, the costs of such remedy and any applicable penalties will be charged against the bond. The obligation of the Owner and/or Builder to repair, correct, complete or otherwise comply with these Design Guidelines and Construction Regulations shall not be limited to the amount of the bond. Upon completion of construction, the bond, less any charges assessed against it, shall be released. Any additional expense or penalty incurred or assessed by the Reviewer in enforcing compliance with these



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Design Guidelines and Construction Regulations over and above the amount of the bond will be recorded as a lien against the Unit until paid.

## 8.2 Construction Period

Construction of a residence at Rehberg Ranch may begin after the Owner has received written approval of the Owner's final construction drawings, obtained a building permit from the City and posted the requisite performance bond. Commencement of construction without the required authorizations and bond shall constitute a material breach of the Rehberg Ranch Charter. In addition to all remedies provided within the Charter, the Reviewer may seek an emergency injunction enjoining construction until the required actions have been taken and is entitled to liquidated damages in the amount of \$5,000, plus costs and attorneys fees incurred in enforcement of this provision.

Once started, the project should continue with due diligence until completion. If a non-weather related suspension of work of more than 30 days occurs during construction, the Builder should meet with the Reviewer to determine a schedule of completion. If delay of completion will continue for an unreasonable amount of time, the Reviewer may request restoration and revegetation of the disturbed areas of the site.

If the Owner does not commence construction during or prior to May 1 of the first growing season following purchase of the Unit, the Owner shall take reasonable actions to preserve the natural vegetative cover on the Unit until construction is commenced, including but not limited to actions to prevent unnatural erosion and the growth and incursion of weeds. Any and all noxious weeds found on any Unit shall be promptly removed or eradicated by the Owner. Any costs incurred by Reviewer due to Owner's failure to control weeds may be assessed against the performance bond and if unpaid, shall be come a lien against the property.

## 8.3 Construction Activity Times and Completion

Construction shall be limited to the period from 7:00 a.m. to 7:00 p.m., Monday through Friday, 8:00 a.m. to 6:00 p.m. on Saturdays and national holidays, and 10:00 a.m. until 6:00 p.m. on Sundays. Construction activity

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must be completed within one (1) year of its commencement. Construction on Units purchased by Builders for resale must be completed no longer than three (3) years after purchase of the lot.

#### 8.4 Care of Native Landscape

The natural environment of Rehberg Ranch is a critical component of the Rehberg Ranch community. In addition, significant landscape enhancements have been incorporated into the community infrastructure. Owners and contractors shall, therefore, protect the natural landscape areas within their own Unit as well as that of other Units, public or private amenities, parkland, Common Areas, landscaped public areas and properties bordering Rehberg Ranch.

The dry land prairies comprising Rehberg Ranch are extremely fragile. Minimal disturbance of grassland, trees and shrubs leaves long lasting scars. Revegetation is a timely and costly process. Rock features are unique to the site and thus, irreplaceable. Consequently, all participants in the building process are cautioned to take extreme care in the treatment of the natural landscape. Trees larger than four (4) feet in height, rocks, caves, rock outcroppings and any other significant elements on the site may not be removed, painted, scarred or otherwise marred except as approved by the Reviewer to facilitate construction.

#### 8.5 Landscape Restoration and Repair

The Owner or Builder must restore or repair any landscape damage not previously approved by the Reviewer, including but not limited to damage to vegetation, rock outcroppings, or landscape enhancements on Owner's Unit or other Units, parkland, open spaces, Common Areas, public or private amenities, public areas and property bordering Rehberg Ranch caused in whole or in part by any Builder, contractor, sub-contractor, representative, employee, agent, guest or other personnel engaged in activities related to the Owner's Unit. Because of the importance of the natural landscape to the unique character of Rehberg Ranch, a penalty, not to exceed \$10,000 per incident, may be assessed by the Reviewer against any person who destroys elements of the natural landscape or landscape enhancements, including but not limited to vegetation, rock outcroppings,

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landscape berms and rock work. This penalty may be assessed in addition to any reparation costs incurred by the Reviewer in restoring any damaged landscape features. The Owner and Builder shall be jointly and severally liable for any penalties or reparation costs assessed against contractors, sub-contractors, representatives, employees, agents, guests or other personnel engaged in activities related to the Owner's Unit. The Reviewer may assess the costs of the repair and penalties against the performance bond. Unpaid reparation costs and penalties will become a lien against the Unit until paid. Multiple violations may result in the Owner or Builder being required to post a supplemental performance bond. In addition, the Reviewer may deny access indefinitely to any entity or person other than the Owner who has caused, contributed to or allowed the violation(s) to occur.

#### **8.6 Restoration and Repair of Other Property Damage**

The Builder is responsible for any damage and scarring of property outside the Building Envelope belonging to others, including but not limited to driveways, utilities, and/or other improvements resulting from construction operations. If any such damage occurs, it must be repaired and/or restored promptly and any expense shall be borne by the Builder. In the event the Builder fails to restore or repair the damaged area, the Reviewer may repair the area and impose the expense as a charge against the performance bond. In the event of default by the Builder in meeting these obligations, or if the performance bond is insufficient to meet the obligation, the Owner who has retained the Builder shall be responsible and a lien may be recorded against the Unit until paid.

#### **8.7 Temporary Structures**

Temporary structures such as sanitary facilities, construction trailers, material storage facilities and trash receptacles must be contained within the Building Envelope. Under special circumstances, and with the prior approval of the Reviewer, construction materials may be stored outside the Building Envelope if such storage does not adversely affect the native landscape. Each Builder is responsible for providing adequate sanitary facilities for the Builder's construction workers. Portable toilets shall be

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located only within the Building Envelope or in an area approved by the Reviewer. All temporary structures shall be removed upon completion of construction.

### 8.8 Debris and Trash Removal

Builders and contractors must clean up all trash and debris on the construction site at the end of each day. Trash receptacles must be adequately sized to handle construction debris. Trash and debris must be removed from each construction site at least once a week and transported to an authorized disposal site. During construction, each site must be kept neat and tidy to prevent it from becoming a public eyesore or affecting adjacent lots. Any costs incurred by Reviewer in collecting and/or disposing of construction debris or trash may be assessed against the performance bond and, if unpaid, shall become a lien against the property on which the debris or trash arose.

### 8.9 Grading, Dust and Topsoil Protection, Mud and Noise

Each Builder shall be responsible for controlling dust, mud and noise, including, without limitation, music from the construction site. Radios, tape players, etc, must be kept at a low level to minimize disturbance to neighbors and wildlife. Dirt, mud or debris from construction activity must be promptly removed from roads, open spaces, driveways or other areas of Rehberg Ranch. Blowing dust from grading operations must be controlled by watering. Trash, ashes or other refuse may not be dumped on vacant lots, trails, parkland, public land, or other private land within or adjacent to the Rehberg Ranch.

Erosion during construction must be minimized on exposed cut and/or fill slopes with proper soil stabilization and water control measures and revegetation. Revegetation or landscaping of all surfaces exposed during construction is required within 2 months of occupancy if occupancy occurs between March 1 and July 31; otherwise by the first day of June following occupancy. Builders are responsible for complying with all relevant federal, state and local regulations concerning storm water run-off and erosion control.

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Any topsoil disturbed by grading must be stockpiled within the Building Envelope and reused as part of the site restoration or landscaping plans or removed to and stockpiled at an area approved by the Reviewer. Soils stockpiled within areas designated by the Reviewer will be made available to other Builders for use within Rehberg Ranch on a first come first served basis. If the Reviewer determines that stockpiled fill material must be relocated, the cost of relocation will be charged to the Association.

### 8.10 Access, Vehicles, Parking and Equipment

Units within Rehberg Ranch may remain as open space for undesignated periods of time; care must be taken, therefore, not to disturb the ground cover and vegetation on other Units.

Vehicular access to construction sites is restricted to existing roadways and approved detours resulting from temporary road closures related to construction. Each Builder shall assure that the sub-contractors, employees, and suppliers comply with applicable speed limits. Parking is restricted to areas within the Building Envelope of the residence under construction or in areas designated by the Reviewer. Construction crews are not permitted to park on other units or adjacent property without written approval of the adjacent owner and the Reviewer. Vehicles shall not be parked in a manner which inhibits traffic.

Vehicle maintenance, including oil changes, and cleaning by Builders and contractors, including, but not limited to, concrete suppliers, plasterers, painters, or other subcontractors, is restricted to the Unit under construction, and all residue must be cleaned and the Unit restored or revegetated in conformance with Section 7.1 of these Design Guidelines. Violation of the prohibitions on oil changing and equipment cleaning will result in a \$200 fine per occurrence or the repayment of the expense of repairing the damage, whichever is greater. The penalty may be assessed against the performance bond and, if unpaid, shall become a lien against the Unit.

### 8.11 Fire Prevention

Rehberg Ranch is situated in an arid dry land prairie. Fire, especially during

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the construction season, poses a threat to life and property. Smoking by construction workers shall, therefore, be restricted to the Building Envelope, and Builders shall provide ash cans for cigarette disposal. Careless disposal of cigarettes and other flammable materials will not be tolerated and may result in expulsion from the site. At least one 10-pound, ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.

**Hold Harmless Agreement.** The Owner shall hold Founder and the Association harmless from any claims for damage, and shall be liable to Founder for any damages to Founder or Founder's property, arising out of fire originating from construction related activities involving the Owner's Unit.

#### 8.12 Security

Builders may provide temporary security fencing at the construction site. Security lighting may be used if approved by the Reviewer. Guard animals are not allowed.

#### 8.13 Hunting

Rehberg Ranch is located within the City, and hunting and the discharge of firearms is prohibited.

#### 8.14 Blasting

Applicable governmental regulations concerning blasting and impact digging must be observed. Prior to engaging in any blasting activities or impact digging causing seismic vibrations, the Owner must obtain a written opinion from an expert consultant detailing the parameters under which blasting may be performed legally and safely. A copy of the report with delineation of the consultant's expertise must be provided to the Reviewer. The Reviewer's only responsibility is to require evidence that the owner has obtained an expert's advice and submitted proof of the consultant's expertise and shall have no liability for the blasting. The Owner is responsible for engaging professional contractors to conduct blasting and impact digging who shall comply with the expert opinions contained within the consultant's report.

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### 8.15 Trespass

Owners, their contractors, sub-contractors, representatives, employees, agents, guests or other personnel engaged in activities related to the Owner's Unit shall refrain from trespassing on other Units or any private property adjacent to the platted portions of Rehberg Ranch, including but not limited to the property owned by the State of Montana, Founder, Billings Rod and Gun Club, Rehberg Ranch Estates, L.L.C., or any other entity.

### 8.16 Golf Course and Other Amenities

No residential construction activities shall take place on parkland, designated Common Areas, or property reserved for or on which the proposed golf course, livery stable and other amenities are to be built. Use of, or transit over any golf course or stable area by construction workers is prohibited.

## IX. Design Review Process

These Design Guidelines and the design review process set forth below help create a community environment within the development and serve to protect each Owner's investment in Rehberg Ranch by providing certainty in the level of quality and design required throughout the Ranch. Each Owner is responsible for complying with these Design Guidelines as well as all other applicable provisions of the Charter, and all applicable local, state, and federal codes, ordinances, rules, regulations, and restrictions in order to bring the design review process to a prompt and satisfactory conclusion.

The design review process outlined below applies to the following categories of construction:

- (a) New building construction;
- (b) Roads, driveways and site work;
- (c) Additions to fences or enclosures;
- (d) Renovation, expansion, or refinishing of the exterior of existing buildings, including any color changes other than restoration or repair of structures in conformance with the most recently approved plans for the Unit; and
- (e) Major site and/or landscape improvements, except for the addition of native or approved species of plants after occupancy.

### 9.1 Review Criteria

While these Design Guidelines are intended to provide a framework for construction and modifications, these Design Guidelines are not all-inclusive. In its review process, the Reviewer may consider the quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation, among other things. Review decisions may be based on purely aesthetic considerations. The Reviewer, however, shall not grant approval for proposed construction that is inconsistent with these Design Guidelines, unless the Reviewer grants a variance.

Upon executing purchase documents, all buyers will be deemed to have read and accepted all provisions of the Subdivision Improvements Agreement, PUD Agreement, Declaration of Restrictions for Rehberg Ranch, Charter and these Guidelines if recorded or adopted on the date of closing. Buyers shall comply with the all terms of the documents recorded at the date of closing and all documents properly adopted thereafter, including, but not limited to the



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Charter, referred to here, and these Design Guidelines. Copies of the Charter and these Design Guidelines will be provided to Owners who purchased lots before formal adoption of these documents.

## 9.2 Phases

The design review process is divided into five phases:

- (a) Pre-Design Meeting/Site Visit
- (b) Preliminary Plan Submittal and Review
- (c) Final Plan Submittal and Review
- (d) Construction Permits and Monitoring
- (e) Final Inspection

## 9.3 Pre-Design Meeting

Prior to development of construction documents, the Owner or its agent shall request a pre-design meeting. This meeting may be held with the Reviewer or its representative. The goal of the pre-design meeting is to discuss the Owner's construction objectives and the impact of the Rehberg Ranch Design Guidelines. It is suggested that this meeting be attended by the Owner's design team and held before any formal design work is begun. No plan materials are required at this time, but sample designs may be introduced for discussion. The pre-design meeting may be held prior to purchase of any Unit. Pre-design meetings may be waived for Owners or Builders who have previously participated in a pre-design meeting.

The scope of the pre-design meeting will include a discussion of the following matters:

- (a) The Building Envelope and property boundaries;
- (b) Easements and utilities;
- (c) Architectural, site and landscape design guidelines;
- (d) Characteristics and design opportunities of the specific site;
- (e) Preliminary design concepts;
- (f) Design review and approval process;
- (g) Construction process and bonding requirements; and
- (h) Other considerations and suggestions related to the specific Unit.

This review may include a site inspection to discuss particular building and landscaping opportunities for the particular lot.

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## 9.4 Preliminary Submittal

Upon completion of preliminary design documents, the lot Owner or its agent shall submit an Application for Preliminary Review (Exhibit "D") and design fee to initiate review of the proposed design of the site, building and landscaping. The preliminary submittals shall include the following:

- (a) A site plan at a scale no less than 1" = 20' on a 24" x 36" or a 30" x 42" sheet showing the locations and areas of the following: the Building Envelope (as defined in these Guidelines); the Residence and all other buildings or major structures; the driveway with percent of grade indicated and parking areas; decks and patios; recreational facilities; walls and fences; proposed utility services; topographic features such as washes, rock outcroppings in cliffs; existing trees greater than four (4) feet in height; the general location of nearest structures (if any) on adjacent Units; and elevations of all building floors, patios and terraces, shown in relation to site contour elevations,
- (b) Roof plan and floor plans at no less than 1/8" = 1 foot. The roof plan may be incorporated into the site plan. Roof plans must show the sloped roof areas, any proposed skylights, solar collectors, etc. Floor plans shall show decks, patios, retaining walls related to the Residence, trash enclosures, mechanical equipment and utilities, screening and enclosures of yards, location of the driveway and walkways, and other appurtenances,
- (c) Exterior elevations of all sides of the Residence, at the same scale as the floor plans showing both existing and proposed grade lines roof ridge lines and exterior materials and general color scheme,
- (d) Such other information, data, and drawings as may be reasonably requested, including, without limitation, irrigation systems, lighting, satellite dish placement, landscaping and other features. The Owner shall, if requested, provide preliminary staking at the locations of the corners of the Residence and at such heights as may be necessary to indicate proposed elevations.
- (e) Any proposed adjustments to the Building Envelope.

See Exhibit "E" for sample plans.

It is recommended that the Owner or its agent schedule a meeting with the

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Reviewer to discuss the preliminary plans and answer any questions about the project. The preliminary review will include a site inspection, and the Owner should have the Building Envelope and relevant structures generally located on the site at this time.

### 9.5 Final Submittal and Review

After approval of the preliminary design, the following documents should be submitted to the Reviewer with the Application for Final Review (Exhibit “F”)

- (a) A duplicate set of complete construction documents for the Residence including building sections to illustrate the Residence, all utility locations including the final location of the sewer system, utility meter and transformer locations (and screening techniques), and any approved adjustments to locations and/or areas of the Building Envelope or the Residence,
- (b) Samples of all exterior materials and colors, window and glass specifications, and accent items. These shall be mounted on an 18” x 24” board clearly marked with Owner’s name, filing date, and Unit number, and identified with manufacturer’s name, color, and/or number.
- (c) A complete landscape plan at the same scale as the site plan, showing the entire Building Envelope, indicating the following: all areas to be irrigated; locations, size and species of all existing trees greater than four (4) feet in height and all and other plants to be added; all exterior walks, drives, patios; and other decorative features including exterior lighting. A legend using clear symbols and nomenclature must be provided on the landscape plan. See Exhibit “G” for sample plans.
- (d) A complete grading plan establishing the existing and proposed grade in sufficient detail as may be required by the Reviewer to fully evaluate the potential impact of the proposed construction on existing trees/plants and the extent of any proposed cuts/fills, retaining walls or extended foundations. At a minimum, this plan must show the existing elevation of the four (4) corners of the Unit and the finish grade elevations at all building corners.
- (e) Exterior lighting plan and lighting details of lights greater than 24 inches high.

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## 9.6 Plan Review

The Reviewer will conduct the pre-design meeting and reviews of proposed plans during its regular meetings or at such other times as the Reviewer deems appropriate. Owners, architects, or Builders shall have the right to make a presentation at any of these meetings, upon a timely request. Reviewer meetings will be scheduled in advance and will be held at the information offices of Rehberg Ranch. Owners participating in any meeting will be notified of the meeting time.

The Reviewer will send written notification of its action on each design submitted within 30 business days of the receipt of a completed application.

The Reviewer's decision shall be in one of the following forms:

- (a) "Approved" - The entire application as submitted is approved.
- (b) "Approved As Noted" - The application is not approved as submitted, but the Reviewer's suggestions for curing objectionable features or segments are noted. The Owner must correct the plan's objectionable features or segments, and the Owner may be required to resubmit the application.
- (c) "Disapproved" - The entire application as submitted is rejected in total. The Reviewer may provide comments but is not required to do so.

One set of plans shall be returned to the Owner, accompanied by the Reviewer's comments and decision. The other set of plans shall be retained for the Reviewer's records.

If the Reviewer fails to respond within 30 calendar days, approval shall be deemed to have been given. No approval, whether expressly granted or deemed granted, shall be inconsistent with these Design Guidelines unless a variance has been granted pursuant to Section 6.5 of the Charter.

Any response an Owner may wish to make in reference to issues contained in the Reviewer's notice following review of submittals must be addressed to the Reviewer in writing.

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## 9.7 Construction and Inspections

All work must conform to approved plans. The Reviewer or its representative will review work in progress during the construction phase. If it is determined by the Reviewer that Work completed or in progress on any Unit is not in compliance with these Design Guidelines or any approval issued by the Reviewer, the Reviewer shall, directly or through the Founder, notify the Owner and/or Builder if any, in writing of such non-compliance specifying in reasonable detail the particulars of non-compliance and shall require the Owner and/or Builder to remedy the same. If the Owner and/or Builder fails to remedy such non-compliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such non-compliance shall be deemed to be in violation of the Charter and these Design Guidelines.

If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans.

Construction shall be completed within one year of its commencement except when, and for so long as, such completion is delayed due to causes beyond the reasonable control of the Owner.

If construction is not completed on a Residence within one (1) year, the incomplete construction shall be deemed to be in violation of the Charter and these Design Guidelines. In the event of such violation, the Reviewer may notify the Association of such failure and the Association, at its option, shall either complete the exterior of the Residence in accordance with the previously approved drawings, or remove the improvement and return the Unit to its natural state prior to the beginning of any Work. The Owner shall reimburse the Association for all expenses incurred in connection with actions taken by the Association pursuant to this provision.

Construction cannot be initiated until the final construction drawings are approved. Construction drawings must also be submitted to the City Building Department after final design approval is obtained from the Reviewer, and the Owner must obtain a building permit prior to commencement of construction. Any modifications required by the City must be resubmitted to the Reviewer for approval.

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## 9.8 Final Inspection and Certificate of Compliance

The purpose of the final inspection is to ensure that the project has been built according to the submitted design and plans.

Upon completion of any Residence or modification for which final design approval was given by the Reviewer, the Owner shall submit an Application for Project Completion Review (Exhibit "H").

Within such reasonable time as the Reviewer may determine, but in no case exceeding 14 calendar days from receipt of such written notice of completion, the Reviewer or its representative will inspect the Residence and/or improvements and modification.

If the completed residence or improvement has conformed with these Design Guidelines and followed the approved plans, the Reviewer will issue a Final Inspection Certificate signifying compliance.

No residence shall be occupied without the Final Inspection Certificate being issued by the Reviewer. If the Reviewer determines that such work was not performed in compliance with the approved Final Submittal and these Design Guidelines, then, within 14 calendar days of receipt of the Owner's Request for Project Completion Review, the Reviewer shall notify the Owner in writing of such non-compliance, specifying in reasonable detail the particulars of non-compliance, and shall require the Owner to remedy the same. Failure of the Reviewer to notify the Owner within 14 calendar days of Owner's non-compliance will not constitute Owner's compliance.

If upon expiration of 30 calendar days from the date of such notification by the Reviewer, the Owner has failed to remedy such non-compliance, the Reviewer shall so notify the Owner. The Reviewer may take such action to remedy this non-compliance as is provided for in these Design Guidelines or the Charter. The Reviewer will not issue a Final Inspection Certificate until there is full compliance with these Design Guidelines.

## 9.9 Multiple Units

Builders of multiple Units within a neighborhood may submit multiple plans and specifications for similar floor plans and layouts on similarly situated Units for pre-approval for an entire neighborhood, in lieu of seeking

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approval as to each Unit to be built. The Reviewer, however, shall require a review of pre-approved plans for their suitability on specific Units. To be pre-approved, the plans and specifications shall show the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements. Any changes made to pre-approved plans and specifications during the construction of improvements shall require approval of the Reviewer.

### 9.10 Review of Modification

The review of any modifications, including but not limited to changing of exterior colors, materials, additions, and structural landscaping alterations of an existing Residence shall require the submission of an Application for Review (Exhibit "J") to the Reviewer along with the required Review Fee. Depending on the scope of the modification, the Reviewer may require the submission of all or some of the plans and specifications required in Section 9.4 of these Design Guidelines. In the alternative, the Reviewer may require a less detailed description of the proposed modification. The review and approval of modifications shall take place within the same time periods as required for new construction.

### 9.11 Variances

Variances may be granted in some circumstances (including, but not limited to, topography, natural obstructions, hardship, aesthetic or environmental considerations) when deviations may be required. The Reviewer shall have the power to grant a variance from strict compliance in such circumstances, so long as the variance does not result in a material violation of the Charter. No variance shall be effective unless in writing.

### 9.12 Appeal

Any Owner shall have the right to appeal a decision of the Reviewer by resubmitting the information, documents and fees set forth above; however, such appeal shall be considered only if the Owner has modified the proposed construction or modification or has new information which would, in the Reviewer's opinion, warrant reconsideration. If the Owner fails to appeal a decision of the Reviewer, the Reviewer's decision is final. In the case of a disapproval and resubmittal, the Reviewer shall have 10 calendar

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days from the date of each resubmittal to approve or disapprove any resubmittal. The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification.

### 9.13 Review Fees

When a Builder or Owner submits its initial Application for Review on a project, the submission shall include a "Review Fee." The Review Fee, which is subject to change at the Reviewer's discretion is payable to Rehberg Ranch Estates Marketing, Inc. The following fee schedule applies:

- (a) New Residence construction—the original improvement of a Unit.  
Review Fee—\$250 for first project submitted by an Owner or Builder; \$100 for each subsequent submittal by same Owner or Builder.
- (b) Major alteration or addition—a structural or site modification significant enough to warrant the issuance of a building permit by a governmental authority. (Exhibit "J").  
Review Fee—\$100
- (c) Minor architectural modification or addition—any architectural changes which require architectural review and approval as set forth in the Charter or these Design Guidelines but for which a governmental building permit is not required. For example, changing the exterior color scheme of the Residence or installing landscaping which deviates from the approved existing landscaping plan.  
Review Fee—\$15
- (d) Changes to or resubmission of approved or unapproved plans. This fee may be waived or reduced at the Reviewer's discretion if the review of the resubmission requires a minimal amount of time.  
Review Fee—\$50
- (e) Certificate of Compliance  
Certification that work done on Unit as of date of Certificate complies or does not comply with Design Guidelines and Charter.



# X. Rights and Organization

## 10.1 Incorporation

The provisions of the Charter applicable to design and landscape control are incorporated herein by reference and control over the provisions herein in case of conflict.

## 10.2 Enforcement

In the event of any violation of these Design Guidelines, the Founder or the Board, as specified in Chapter 3 of the Charter, may take any action set forth in the By-Laws, the Charter or these Design Guidelines, including the levy of a specific assessment pursuant to Chapter 14 of the Charter. The Founder or the Board may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedial action of the violation. In addition, the Founder or the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Unit upon which such violation exists.

## 10.3 Non-Liability for Approval of Plans

Chapter 6 of the Charter contains a disclaimer of liability or responsibility for the approval of plans and specifications contained in any request by an Owner. Prior to submitting plans or information for review, you should read and understand this disclaimer. If you do not understand it, please ask a representative of the Founder or the Reviewer for an explanation.

## 10.4 Changes and Amendments to these Design Guidelines

These Design Guidelines may be amended as follows:

- (a) So long as the Founder owns any property subject to the Charter or has the authority to submit the property to the terms of the Charter pursuant to Chapter 19 of the Charter, Founder may, in its sole discretion, amend these Design Guidelines, notwithstanding any delegation of reviewing authority to the Design Review Committee ("DRC").
- (b) When Founder no longer owns any portion of the Property or no longer has the authority to submit the property pursuant to the Charter or has delegated its right to amend these Design Guidelines, these Design Guidelines may be amended only upon the affirmative vote of two-thirds of the members of the DRC and the consent of the Board.

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- (c) Such amendment shall be promptly posted in a prominent place within the residential properties.
  - (d) All amendments shall become effective upon adoption by the Founder, so long as Founder has the authority to amend these Design Guidelines or, if the Founder no longer has such authority, upon adoption by the DRC. Such amendments shall not be retroactive so as to apply to previous Work or approved Work in progress.
  - (e) In no way shall any amendment to these Design Guidelines change, alter or modify any provision of the Charter or any supplement.

### 10.5 Right of Waiver

The Reviewer reserves the right to waive or vary any of the procedures or standards set forth at its discretion, for good cause shown.

However, any approval by the Reviewer of any drawings or specifications or Work done or proposed, or in connection with any other matter requiring such approval under these Design Guidelines or the Charter, including a waiver by the Reviewer, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval. For example, the Reviewer may disapprove an item shown in the Final Submittal even though it may have been evident and could have been, but was not, disapproved at the Preliminary Submittal.

Furthermore, should the Reviewer overlook or not be aware of any item of non-compliance at any time during the review process, construction process or during its Final Inspection, the Reviewer in no way relieves the Owner from compliance with these Design Guidelines and all other applicable codes, ordinances and laws.

### 10.6 Certificate of Compliance

Within 30 days after written demand therefore is delivered to the Reviewer by any Owner, and upon payment to the Reviewer of a reasonable fee from time to time to be fixed by it, the Reviewer shall record a "Certificate of Compliance", certifying with respect to the specified Unit and as of the date of the Certificate either (a) all improvements and other work made or

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done upon the Unit comply with these Design Guidelines and the Charter, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work and (2) describe with particularity the cause or causes for non-compliance. Any purchaser from the Owner or mortgagee or other encumbrance shall be entitled to rely on the certificate with respect to the matters set forth, such matters being conclusive as between the Association, the Reviewer, Founder, all Owners and other interested persons, and such purchaser, mortgagee, or other encumbrance.

### 10.7 Preparer

These Design Guidelines have been prepared by Rehberg Ranch Estates Marketing, Inc. (the "Founder") and adopted by the Founder pursuant to the Charter. These Design Guidelines may be changed and amended to serve the needs of Rehberg Ranch pursuant to the procedures set forth in the Charter and in Section 10.4 of these Design Guidelines.

### 10.8 Severability

If any provisions of these Design Guidelines are held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of these Design Guidelines to the extent that they can be reasonably understood without the invalid portion(s).

These Design Guidelines have been approved and adopted as provided by the Charter this \_\_\_ day of \_\_\_\_\_, 200\_, and shall remain in full force and effect until revised as provided in the Charter or these Design Guidelines.

# XI. Definitions

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Unless the context specifies or requires otherwise, the following words or phrases when used in the Design Guidelines shall have the following specific meanings. Terms used herein which are defined in the Charter shall have the meanings specified therein.

## 11.1 Adjacent Properties

“Adjacent Properties” means any property bordering the platted portions of the Rehberg Ranch Estates Master Plan Area.

## 11.2 Approved Dryland Prairie Vegetation List

“Approved Dryland Prairie Vegetation List” means the list attached as Exhibit “C” which identifies Native Vegetation and species compatible with the natural terrain and vegetation on Rehberg Ranch and which have been pre-approved for planting on Units within Rehberg Ranch. The Approved Dryland Prairie Vegetation List may be amended at the Reviewer’s discretion to add species which the Reviewer determines are compatible with the design objectives of Rehberg Ranch or delete species which the Reviewer determines are incompatible with design objectives or unsuitable for the site.

## 11.3 Association

“Association” means the Rehberg Ranch Community Association, Inc.

## 11.4 Board

“Board” means the Board of Directors of the Association.

## 11.5 Builder

“Builder” means a person or entity engaged by an Owner for the purpose of constructing any Work within Rehberg Ranch. The Builder and Owner may be the same person or entity.

## 11.6 Building Envelope

“Building Envelope” means that portion of a Unit, as described in Section 5.2, which encompasses the maximum allowable developable area of the Unit as specified by the Reviewer.

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### 11.7 Charter

“Charter” means the Community Charter for Rehberg Ranch, as the same may be amended from time to time.

### 11.8 Consultant

“Consultant” means any professional such as a designer or a licensed architect, landscape architect, contractor, builder, or civil engineer that serves in a capacity of advising the Reviewer on the technical aspects of each submittal.

### 11.9 Design Guidelines

“Design Guidelines” means the restrictions, review procedures, and construction regulations adopted and enforced by the Reviewer as set forth herein and as amended from time to time.

### 11.10 Excavation

“Excavation” means any disturbance of the surface of the land (except to the extent reasonably necessary for planting of approved vegetation), including any trenching which results in the removal of earth, rock, or other substance from a depth of more than 11 inches below the natural surface of the land or any grading of the surface.

### 11.11 Fill

“Fill” means any addition of earth, rock, or other materials to the surface of the land, which increases the natural elevation of such surface.

### 11.12 Founder

Rehberg Ranch Estates Marketing, Inc., a Montana corporation, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit “A” of the Charter for the purpose of development and/or sale and who is designated as the Founder in a recorded instrument executed by the immediately preceding Founder.

### 11.13 Governing Authority

The City of Billings, Montana and/or other applicable authorities.

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### 11.14 Native Landscape Area

“Native Landscape Area” means that portion of the natural vegetation and terrain lying within a Unit but outside of the Building Envelope which must remain undisturbed or be revegetated with native vegetation.

### 11.15 Native Vegetation

“Native Vegetation” means indigenous species of plants existing on the Rehberg Ranch, species considered Native Vegetation are identified on the “Approved High Prairie Vegetation List” (Exhibit “C”).

### 11.16 Open Space

“Open Space” means all land, improvements, and other properties now or hereafter designated as such on the Plat, the Charter, or the Association Rules.

### 11.17 Owner

“Owner” means the Owner of a Unit or existing residence. For the purposes herein, the Owner may act through such Owner’s agent, provided that such agent is authorized in writing to act in such capacity.

### 11.18 Plat

“Plat” refers to the official Plat of Rehberg Ranch Estates, Phase I, as recorded in the records of Yellowstone County, Montana and depicted in Exhibit “A” and any subsequent plat and approved by the City for development within Rehberg Ranch submitted by Founder to the Charter.

### 11.19 Properties

All of the real properties described in Exhibit “A” together with additional property as is subject to the Charter in accordance with Chapter 19 of the Charter.

### 11.20 Residence

“Residence” means the building or buildings, including any garage, used for residential purposes, constructed on a Unit, and any improvements

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constructed in connection therewith. Unless otherwise defined, "Residence" shall mean single-family residence.

#### 11.21 Reviewer

"Reviewer" means the Founder or the Architectural Review Committee established pursuant to the Charter.

#### 11.22 Structure

"Structure" means anything constructed or erected on a Unit, the use of which requires location on the ground or attachments to something having location on the ground.

#### 11.23 Unit

"Unit" means a subdivided home site or other building site as defined in Section 4.1 of the Charter.

#### 11.24 Work

"Work" means any placement or installation of a structure or any improvements, including staking, clearing, excavation, grading or other site work, exterior alteration or removal of landscaping materials.





## Exhibit "B"

# Approved Dryland Prairie Vegetation List

### Trees

- Austrian Pine (Pine Species)
- Green Ash (Fraxins)
- Hackberry (Celtis)
- Honey Locust (Gleditsia)
- \* Ponderosa Pine (Pine Species)
- ~~Russian Olive~~ NOT allowed

### Shrubs

- Alpine Currant (Ribes)
- \* Chokecherry (Prunes)
- Blue Mist Spirea (Caryopteris)
- Buffaloberry (Sheperdia)
- Burning Bush (Euonymus)
- Bush Honeysuckle (Diervillea)
- Honeysuckle (Lonicera)
- Juneberries (Amelanchier)
- Junipers: (Juniperus)
  - Buffalo
  - Blue Rugs
- \* Scopulorums (Upright Juniper)
- Savins
- Lilac (Syringa)
- Peashrub (Caragana)
- Potentillas (Potentilla)
- Russian Olive (ELeagnus)
- \* Sagebrush (Artemisia)
- Sumac (Rhus)
- \* Skunkbush Sumac
- Wayfaring (Viburnum)
- Wild Roses (any Rosa species)
- \* Yucca (Yucca)

NOTE: Native species are indicated by an asterisk preceding the name

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## Approved Dryland Prairie Vegetation List—Continued

Grasses

- Big Blue-stem
- Blue Fescue
- Blue Lyme
- Blue Oat
- Buffalo Grass
- \* Creeping Red Fescues / Sheep Fescue
- \* Ephraim Crested Wheatgrass
- \* Fairway Crested
- Little Blue-stem
- Prairie Dropseed
- \* Sodar Streambank

Perennials

- Alliums (All varieties)
- Artemesia (All varieties)
- Babys Breath (Gypsophila—All varieties)
- Basket of Gold (Aurinia)
- Blanketflower (Gaillardia)
- Blue Flax (Linum)
- Chives (Chives)
- Coneflower (Echinacea)
- ~~Crown Vetch Groundcover (Coronilla)~~ *NOT allowed*
- Dianthus (All varieties)
- Evening Primrose (Oenothera)
- Geranium (Groundcover varieties)
- \* Indigenous Wild Flowers (Consult Reviewer)
- Lambs Ear (Stachys)
- Lychnis (All varieties)
- Meadowsage (Salvias)
- Oregano (Origanum)
- Poppies (Papaver)

NOTE: Native species are indicated by an asterisk preceding the name

Exhibit "B"

Approved Dryland Prairie Vegetation List—Continued

Rockrose (Helianthemum)  
Russian Sage (Perovskia)  
Sea Thrift (Armeria)  
Sedum (All varieties)  
Snow in Summer (Cerastium)  
Statis (Limonium)  
Threadleaf (Coreopsis)  
Thymus (All varieties)  
Valerian (Centhranthus)  
White Rockcress (Arabis)  
Yarrow (Achillea—all varieties)

Annuals

African Daisies  
Annual Statice  
Calendula  
Chrysanthemum Multicaule  
Dianthus (All varieties)  
Dusty Miller—Silver Brocade  
Gazania  
Gomphrena  
Helichrysum  
Herbs (Most varieties)  
Moss Roses (Portulaca)

Plants tolerable to drought but not native

Caragana  
Hackberry

Species not listed must be identified and approved by the Reviewer.

NOTE: Native species are indicated by an asterisk preceding the name.

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## Design Review Process Summary & Submittal Checklist

### Phase I Pre-Design Meeting/Site Visit

Discuss design concepts and review site

### Phase II Preliminary Submittal

Review Fee

Site plan and topography plan

Roof plan and floor plan

Exterior elevations

Exterior material plan and color schemes

Preliminary approval or resubmittal

### Phase III Final Submittal

Complete construction documents

Exterior materials and color samples/specifications

Landscape plan

Grading plan

Exterior lighting and fixture details

Local Governing Authority's required changes and approval

Landscape Plan

Final approval or resubmittal

### Phase IV Construction Term

Procurement and copies of all permits from local Governing Authority

Post Performance Bond

Notice to proceed

Periodic inspections

### Phase V Final Inspection

Final inspection by Reviewer

Final inspection Certificate or conditional approval from Reviewer

# Exhibit "D" Application for Preliminary Plan Review

Date \_\_\_\_\_ Lot # \_\_\_\_\_ P h a s e \_\_\_\_\_

Owner Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Signature \_\_\_\_\_

Design Professional Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Builder Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail (Include On-Site) \_\_\_\_\_

This application will be considered complete upon receipt of all required documents and submittals and the design review fee.

## FOR REVIEWER USE ONLY:

Complete Submittal Date \_\_\_\_\_

Review Fee Received \_\_\_\_\_

Meeting Date \_\_\_\_\_

Notice Date \_\_\_\_\_

## RECORD OF ACTION AND NOTICE TO OWNER:

Upon review of your Application for Preliminary Review, the Reviewer:

- Approves your Preliminary Plan
- Approves your Preliminary Plan, with the following conditions: \_\_\_\_\_

Incorporation of these conditions will be required for final approval.

- Disapproves your Preliminary Plan for the following reasons: \_\_\_\_\_

Please submit a revised Application for Preliminary Review which addresses the issues.

\_\_\_\_\_  
Reviewer Signature

Thank you for your commitment to the Rehberg Ranch community. We look forward to work-

## Exhibit "E" Sample Plan for Preliminary Plan Review

We have included the following sample set of drawings as an illustration of an appropriate submittal to the Reviewer. These documents, in part or in whole, and the design they represent are the sole property of Homesite Designers. These documents are intended for the project on the site indicated, any use, reproduction, or adaptation without the express written consent of Jeff Robertson is strictly prohibited. Copyright 2003.

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# Exhibit "F" Application for Final Plan Review

Date \_\_\_\_\_ Lot # \_\_\_\_\_ Phase \_\_\_\_\_

Owner Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Signature \_\_\_\_\_

Design Professional Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Builder Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail (Include On-Site) \_\_\_\_\_

This application will be considered complete upon receipt of all required documents and submittals.

## RECORD OF ACTION

### AND NOTICE TO OWNER:

Upon review of your Application for Final Plan Review, the Reviewer:

- Approves your Final Plan
- Approves your Final Plan, with the following conditions:

\_\_\_\_\_

\_\_\_\_\_

A building permit must be obtained prior to construction. Please submit a copy of your permit to the Reviewer. If any modifications are required by the City, approval of the modifications by the Reviewer is required prior to commencement of construction. As a reminder, a copy of the applicable Construction Requirements are attached. Please provide a copy to your Builder. Interim and final inspections will be conducted by the Reviewer to facilitate compliance with the Design Guidelines and this approval. Your Application for Project Completion should be submitted at least 10 days prior to the desired inspection date in order to avoid delays.

- Disapproves your Application for the following reasons:

\_\_\_\_\_

\_\_\_\_\_

Please submit a revised Application addressing these issues.

Reviewer Signature \_\_\_\_\_ Date \_\_\_\_\_

Please contact the Reviewer if you need any further assistance or information regarding this notice or the construction process. Your project is important to the overall community at Rehberg Ranch and we look forward to your continued progress.

## FOR REVIEWER USE ONLY:

Completed Submittal Received \_\_\_\_\_

Meeting Date \_\_\_\_\_

Notice Date \_\_\_\_\_

Building Permit Received \_\_\_\_\_

Building Permit Approved \_\_\_\_\_

Notice Date \_\_\_\_\_





## Exhibit "G" Sample Plan for Final Plan Review

We have included the following sample set of drawings as an illustration of an appropriate submittal to the Reviewer. These documents, in part or in whole, and the design they represent are the sole property of Homesite Designers. These documents are intended for the project on the site indicated, any use, reproduction, or adaptation without the express written consent of Jeff Robertson is strictly prohibited. Copyright 2003.

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# Exhibit "H" Application for Project Completion Review

Date \_\_\_\_\_ Unit # \_\_\_\_\_

Requested by \_\_\_\_\_ Phone \_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Builder \_\_\_\_\_ Phone \_\_\_\_\_

Date of Final Inspection \_\_\_\_\_

Signature \_\_\_\_\_

## NOTICE TO OWNER:

Following your request for Project Completion Review, the Reviewer finds that your final building and site construction:

Conforms

Your Final Inspection Certificate is enclosed.

Does not conform to the plans and specifications approved in your Final Review. The following corrections/additions are required:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_



# Exhibit "I" Application for Review of Modifications

Date \_\_\_\_\_ Unit # \_\_\_\_\_

Owner \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Signature \_\_\_\_\_

Design Professional Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Builder Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Modification Request

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Reviewer's Remarks

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Review Fee \_\_\_\_\_ Date Received \_\_\_\_\_

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The Declarant gratefully acknowledges the following individuals and companies that unselfishly contributed to these Design Guidelines.

Downing, Thorpe, James & Associates

Homesite Designers

Hyatt & Stubblefield, P.C.

Mark Kennedy

Steve Lackman

Tom Llewellyn

Jack Rehberg

Jan Rehberg

Springcreek Landscaping

Yellowstone Group

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for "putting it all together."

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