



After recording return to:
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**AMENDED AND RESTATED
TRANSTECH CENTER BUILDING RESTRICTIONS**

1. The undersigned is named as Developer of Transtech Center, located in Lot 1, Block 1, Transtech Center Subdivision, City of Billings, Yellowstone County, Montana, in that certain Declaration For Unit Ownership For Transtech Center, recorded June 17, 2002, under Document #3180569, and that certain Re-recorded Declaration For Unit Ownership For Transtech Center recorded July 22, 2002, under Document #3184781, and that certain First Amendment to Declaration For Unit Ownership For Transtech Center recorded April 30, 2003, under Document #3227770, and that certain Second Amendment to Declaration For Unit Ownership For Transtech Center recorded December 24, 2003, under Document #3269325, and that certain Third Amendment to Declaration for Unit Ownership for Transtech Center, recorded November 9, 2004, under Document #3311176 and that certain Fourth Amendment to Declaration for Unit Ownership for Transtech Center recorded March 14, 2006, under Document #3369938, records of Yellowstone County, Montana (hereafter, collectively, the "Declaration").

2. The Developer desires to amend the building and use restrictions on the Units, which were placed on the Units by that certain Transtech Center Building Restrictions which were filed of record on January 13, 2004, under Document #3271581 (the "Building Restrictions").

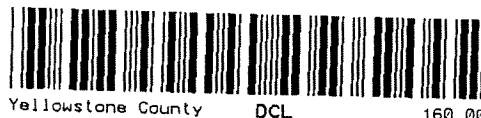
3. Pursuant to Article 15 of the Building Restrictions, the Developer retained the right to amend the Building Restrictions at any time prior to completion of the project. The project has not yet been completed and Developer wishes to amend and restate the Building Restrictions.

4. The Building Restrictions are hereby deleted in their entirety and the following Amended and Restated Transtech Center Building Restrictions shall be substituted in place thereof and shall be applicable to the Units.

* * * * *

NOW, THEREFORE, the undersigned hereby establishes and declares the following Amended and Restated Transtech Center Building Restrictions:

1. PERSONS BOUND BY THESE COVENANTS AND RESTRICTIONS



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All persons, partnerships, limited liability companies, corporations, and other entities who shall now own or hereafter acquire interest in and to any Unit in Transtech Center, and their respective heirs, devisees, successors and assigns shall be taken and held to agree and covenant to conform to and observe the following covenants and restrictions as to the use thereof, and as to the construction of buildings and improvements thereon.

2. REAL PROPERTY TO WHICH COVENANTS AND RESTRICTIONS APPLY

These covenants and restrictions shall apply equally to all Units in Transtech Center, except that existing buildings and existing improvements on Units need not be modified to comply with these covenants and restrictions, but any future modification or alteration to existing buildings and improvements shall comply with these covenants and restrictions.

3. PURPOSE

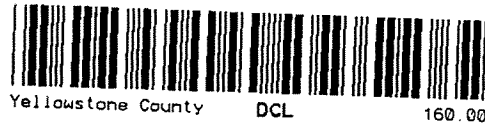
These covenants and restrictions are set forth for the purpose of maintaining fair and adequate values of Units for all Unit owners and preventing nuisances, and thereby securing to each owner, present and future, the full benefit and enjoyment of said owner's Unit or Units. The additional purpose of these covenants and restrictions is to provide a certain degree of continuity between the Units and Common Area of Transtech Center, and the lots described in Gabel Subdivision, Second Filing, located adjacent to Transtech Center.

4. PERMITTED USES AND PROHIBITED USES OF UNITS

A. Permitted Uses:

All Units and buildings and all improvements constructed thereon may be used for the following purposes:

- (1) Accounting, Auditing, and Bookkeeping Offices, Advertising Offices
- (2) Banks and Financial Institutions
- (3) Business and Management Consultant Offices
- (4) Business, Professional or Public Offices
- (5) Chiropractic Offices
- (6) Civic/Social and Fraternal Association Offices
- (7) Consumer and Mercantile Credit Reporting Services Offices
- (8) Contractors Offices
- (9) Dental Offices
- (10) Detective and Protecting Agency Offices
- (11) Educational and Scientific Research Offices
- (12) Employment Agency Offices
- (13) Engineering and Architectural Offices



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- (14) Financial Offices
- (15) Governmental Offices
- (16) Insurance Services Offices
- (17) Investment Services Offices
- (18) Laboratories, Medical/Dental with Accessory Researching and Testing Offices
- (19) Legal Services Offices
- (20) Library and Art Galleries
- (21) Medical Offices
- (22) Medical/Dental Clinics
- (23) Osteopathic Offices
- (24) Optometric Offices
- (25) Post Offices
- (26) Professional Membership Organizations
- (27) Real Estate Sales, Management and Leasing Offices
- (28) Restaurants, Lounges and Casinos
- (29) Studios for Photography, Painting, Music, or Sculpture
- (30) Uses not explicitly listed in this section which are reviewed and approved in writing by the Design Review Committee (DRC), as hereafter defined.

B. The following are specifically prohibited:

- (1) Fuel oil, gasoline, and petroleum products bulk storage for sale.
- (2) Gases or liquefied petroleum gases in approved portable metal storage containers for sale.
- (3) Crematoriums
- (4) Mortuaries
- (5) Rendering plants
- (6) Adult Shops
- (7) Recycling Plants
- (8) Auto Dealerships
- (9) Pawn Shops
- (10) Auto Mechanics Repair Shops
- (11) Auto Body Repair Shops
- (12) Adult Entertainment Facilities
- (13) Distribution Centers
- (14) Manufacturing
- (15) Uses not specifically prohibited in this section may be prohibited upon review and denial in writing by the DRC.

5. SITE SIZE

Units shall not be subdivided or re-subdivided except by Developer. Upon purchase of a Unit from Developer or upon subsequent purchase thereafter, no re-subdivision of any kind shall occur. Developer reserves the right to subdivide and re-subdivide Units, until completion of the project and the sale of all units or the construction of



buildings on all units, whichever occurs first.

6. BUILDING TO LAND RATIO

The maximum portion of a Unit that may be covered by buildings shall not exceed 40 percent.

7. SETBACKS, HEIGHT RESTRICTIONS, PARKING, PRIVATE LANDSCAPING, OUTSIDE STORAGE, FENCING, AND SIGNAGE/ENTRY FEATURE EASEMENTS / SPECIAL DEVELOPMENT REQUIREMENTS BY AREA

A. Building setbacks are variable depending on Unit size and configuration and must be approved by the DRC prior to any construction or alteration of any building or improvement.

B. Maximum building height shall not be more than forty-three (43) feet.

C. Parking:

i. Each Unit shall be provided with adequate paved off-street vehicle parking area as may be approved by the DRC, and no parking will be permitted on any street, driveway, common area, or any place other than in approved parking spaces. Parking shall in all cases be in accordance with the provisions established under the City of Billings Zoning Ordinance, except where these covenants exceed those provisions.

ii. Parking setbacks are variable depending on Unit size and configuration and must be approved by the DRC in writing prior to the construction or alteration of any building or improvement.

iii. Landscape islands shall be constructed at the end of parking rows and between parking rows to help disperse landscaping throughout parking areas.

iv. The minimum width or length of any landscape area shall be five (5) feet with a recommended minimum size of eight (8) feet.

v. Deciduous trees are required within landscaped islands inside parking areas.

vi. No parking stall shall be more than seventy-five (75) feet from a required landscape area.

D. Private Landscaping:

The design intent of landscaping each Unit shall be to provide continuity of landscape and irrigation development throughout Transtech Center among



individual Units. Each Unit owner shall be responsible to install and maintain landscape and automatic irrigation within that individual's Unit lines. Landscaping shall blend with other Unit landscaping and Common Area landscaping to provide continuous transition and visual continuity among the individual Units and Common Areas.

- i. Natural landforms (berms) an average of 3'-6" high, minimum of 3' high maximum of 5' high with a maximum slope of 3:1 are required.
- ii. All private landscape areas shall have an automatic irrigation system. A central irrigation system connection will be provided by Developer to each Unit. If an individual Unit owner chooses to connect to the central irrigation system, such individual Unit owner will be subject to connection and use fees, prorated among all Unit owners connected to the system, based on usage.
- iii. Existing trees are to be protected and incorporated into the proposed site development.
- iv. Unit landscaping shall be planted in a manner consistent with adjacent developed Units and Common Areas.
- v. The use of native sandstone or granite boulders is required throughout landscape development areas.
- vi. Perennial and annual planting areas shall be located in edged, mulched and maintained beds.
- vii. All open areas of any Unit not used for parking, driveways, or storage, shall be landscaped with trees, shrubs, berms, and planted ground covers.
- viii. The minimum tree and shrub sizes are as follows: shade trees - 2 1/2" caliper; ornamental trees - 2" caliper; evergreen - eight (8) feet; shrubs - five (5) gallon pots.
- ix. Each Unit owner shall be responsible to keep the private landscaping on that Unit owner's lot in an attractive and well maintained condition. The Unit owner shall also replace any dead or damaged trees or shrubs with a similar or like species. Any dead or damaged sod shall also be replaced by the Unit owner. Replacement shall be no later than thirty (30) days after notice from the Board of Directors, unless the notice provides a later replacement date.
- x. All vacant Units or vacant portions of Units shall be maintained by the Unit owner thereof in an orderly manner, free of litter and debris.

- xi. All Units shall have a landscaped yard. This yard shall be kept clear of all structures, storage, and off-street parking. Except for driveways, the yard shall extend around the entire boundaries of the Unit. This yard shall have a minimum width approved by the DRC.
- xii. Landscaping, as approved by the DRC, shall be installed within 90 days of occupancy or substantial completion of the building, whichever occurs first, weather permitting, which shall include appropriate planting seasons.
- xiii. Private landscaping shall be constructed in conformance with the criteria set forth below.

E. Common Area Landscaping

Initial construction of Common Area landscaping shall be the responsibility of the Developer. Maintenance and subsequent construction of all Common Area landscaping will be the responsibility of the Association. Common Area landscaping is subject to the following requirements:

- i. No structures are permitted in the Common Area. Public streets, plazas, parking areas, sidewalks and bike paths may be constructed in the Common Area. Development signs may be constructed in identified signage and entry feature easements, in accordance with the signage provisions. For the purpose of presenting a cohesive image of the development, undulating earth mounds may be constructed by the Developer between an arterial right of way and the inside edge of a Unit. Landscaping and storm water management will be permitted in both the private landscape and Common Area, provided the requirement for mounding and screening has been achieved.
- ii. Undulating landforms (berms) an average of 3 feet 6 inches high, minimum of 3 feet high, a maximum of 5 feet high with maximum slopes of 3:1.
- iii. The Common Area has or will have an automatic irrigation system, which is connected or will be connected to the central irrigation system, and each Unit owner will be subject to Common Area use and maintenance fees.

F. Outside Storage:

- i. Open outdoor storage of materials, products, or equipment is prohibited.
- ii. All trash containers or dumpsters must be enclosed by a wall of solid materials that matches the facade of the principal building on the Unit



and provides a suitable screen. Such wall shall be of sufficient height to cover the material stored and shall be maintained so as to present a good appearance at all times. As an alternative to screening by use of a wall, with the prior written approval of the DRC a combination of berms and other landscaping may be used to screen trash containers and/or dumpsters.

G. Fencing:

Except for screening of trash receptacles under F above, fences are prohibited.

H. Signs:

i. Prohibited Signs

No signs, other than company identification signs and directional signs, are permitted on any Unit. Roof mounted billboards or signs are prohibited. Wall mounted billboards are prohibited. No sign shall be attached to exterior glass, but may be etched in door glass. Building signs may be attached to a building in such locations as approved by the DRC. No sign shall have internal lighting or be backlighted.

ii. Permitted Signs

a. Ground Signs

Each Unit may have one (1) ground sign per street frontage.

The overall height of the sign structure (base and sign face wall panel) shall not exceed ten (10) feet. Ground mounted signs must include a landscaped setting of ornamental shrubs and/or flowers in an area equal to two (2) times the area of the total sign face square footage.

b. Wall Signs

Each principal building on a Unit may have one (1) wall mounted sign per public street frontage, with the total square footage of the sign area not to exceed ten (10) percent of the wall façade on which the sign is mounted.

iii. Approval of Sign Design

All sign designs must be submitted to the DRC for approval and to the City of Billings for sign permit review and issuance prior to construction or installation.

- I. Special Development Requirements by Area: Notwithstanding the general requirements set forth above, the following shall apply, if applicable:
 - i. Unit 1 and Unit 4A-1 may seek a variance from the DRC for residential use.
 - ii. Units 8A and 9A may seek a variance from the DRC to be consolidated with the lots to the south for a purpose permitted by the DRC or as provided herein.
 - iii. Buildings Requirements:
 - a. Large acre Units shall be designed for large buildings or multiple buildings. Building heights are restricted to three levels, not to exceed a maximum height of 43 feet.
 - b. Flat roofs are not allowed. Building roofs are required to have a fifty percent (50%) pitch. An exception may be made for Units 8A and 9A, if either is consolidated with lots to the south.
 - c. Building Setbacks (Minimums) No building shall be constructed with eight feet (8') of Transtech Way or North Transtech Way.
 - iv. Unit 7 is required to construct an access road through the Common Area extending from Transtech Way to a southern access point of Unit 7.
 - v. Landscaping plans may require a Unit Owner to, in some cases, extend landscaping into Common Area in order to promote consistency. An example would be to landscape to a pond, water feature or stream edge even though some of the property between the Unit boundary and the water's edge may include some Common Area. This is required to create a consistent landscape plan to the water's edge.

8. PRE CONSTRUCTION REQUIREMENTS

A. Building and Improvements Plan Approval

No building improvements, signs, or other exterior physical features shall be erected, placed or altered on any Unit until the building or other improvement plans, specifications, and plan showing the location of such improvements on the particular Unit have been submitted to and approved in writing by the

DRC as to conformity and continuity of external design with existing structures in Transtech Center, and as to location of the improvements on the Unit, giving due regard to the anticipated use thereof as same may affect adjoining Units, structures, uses and operations, and as to the location of the improvements with respect to topography, grade, and finished ground elevation.

B. Landscape and Irrigation Plan Approval:

A landscape and irrigation plan must be submitted to and approved in writing by the DRC prior to any construction. The use of a Landscape Architect in the development of the plan is required. The landscape and irrigation plans shall contain at a minimum the following:

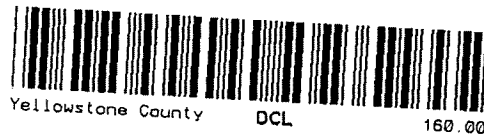
- i. Scale: appropriate to illustrate proposed design intent
- ii. Unit lines, easements, rights-of-way (including vision triangles)
- iii. Buildings (proposed and existing)
- iv. Drive approaches, parking areas, light standards and walkways
- v. Irrigation materials and proposed location for key system components.
- vi. Landscaping materials:
 - a. Location and spacing of proposed plant materials including common and botanical names and proposed sizes
 - b. Location of existing trees or landscaping to be preserved or eliminated
 - c. Location of walls, fences and solid waste facilities
 - d. Coordination with proposed and existing common area landscape development

9. MAINTENANCE

Each owner or lessee of any Unit shall have the duty and responsibility for keeping the Unit, buildings, improvements, appurtenances and landscaping, in a well maintained, safe, clean, and attractive condition at all times. All grass, trees and shrubbery must be kept watered in dry weather and in good appearance at all times. All grass must be cut whenever necessary. All weeds must be eliminated.

If, in the opinion of the Board of Directors of the Association, any such owner and lessee fails in this duty and responsibility, then the Association may give such owner or lessee, or both, notice of such fact and such owner and lessee must, within 10 days of such notice, undertake the care and maintenance required to restore said owner's or lessee's Unit to a safe, clean, and attractive condition.

In the event that such owner or lessee fails to so restore the Unit after said notice, the Association shall have the right and power to perform such care and maintenance as it deems necessary or desirable to restore the Unit, and the owner or lessee, or both,



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of the Unit upon which such work is performed by the Association shall be liable for the cost of such work.

In the event that the owner and lessee fails to reimburse the Association for the cost of such work within 30 days after billing, the cost shall be a lien against such owner's and lessee's Unit which lien shall be subordinate to any first mortgage against the property.

10. BUILDING MATERIALS AND DESIGN

A. Any building wall shall be constructed with a minimum of forty percent (40%) of brick or rock or stone masonry, unless waived in writing by the DRC. No metal siding shall be permitted

B. Building Exteriors:

Materials shall be approved by the DRC and shall be one or more of the following:

i. Brick and stone shall be of any size, type, texture, color and placement as shall be approved by the DRC.

ii. Such other aesthetically appropriate exterior building materials secondary to the primary exterior masonry surface of the building subject to the approval of the DRC.

C. Canopies:

No canopies with visible wall hangers will be permitted. Design of canopies shall be in keeping with the design of the building and approved by the DRC.

D. Roof Mounted Equipment:

Roof mounted equipment shall be so located and/or screened, and/or painted to minimize visibility from streets and surrounding Units.

E. Loading Docks: No loading docks shall be permitted.

F. Parking Surfaces, Driveways and Loading Areas:

All parking surfaces for autos or trucks, driveways and loading areas shall be paved with a bituminous or concrete surface no less than six (6) months after occupancy.

11. LIGHTING

A Roadway Lighting

Roadway lighting shall consist of fixtures approved by the DRC with a 30-foot pole height. Metal finishes shall be a dark metallic color. Poles shall be



located 120 feet o.c. for straight alignments and 85 feet o.c. along curves with fixtures placed on the inside radius of the road. A High Pressure Sodium (HPS) fixture shall be used as the luminaire with foot candles rated at 1.3 FTC per IES recommendations (classification=major, road surfaces=R3).

B. Interior Circulation/Parking Lighting

Parking lighting shall consist of fixtures approved by the DRC with a 20-foot pole height. Metal finishes shall be a dark metallic color. Poles shall be located where determined to be appropriate by the DRC.

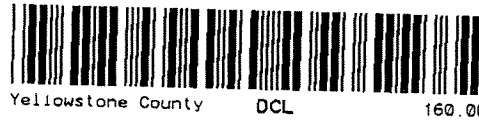
12. DESIGN REVIEW COMMITTEE / DESIGN REVIEW

A. Design Review

A Design Review Committee (DRC) is hereby established for the purposes set forth herein. Transtech Center is closely linked with Gabel Subdivision, Second Filing, immediately adjacent to Transtech Center, as shown on the site plan attached hereto as Exhibit "A." Developer owns the majority of lots in Gabel Subdivision, Second Filing, and desires to maintain consistency in the development of Gabel Subdivision, Second Filing, and Transtech Center.

Gabel Subdivision, Second Filing, and Transtech Center have come to be generally known commonly as "Transtech Center." Therefore, the Design Review Committee shall be composed of owners of Units in Gabel Subdivision, Second Filing, and Unit Owners in Transtech Center. The initial Design Review Committee shall consist of five (5) persons, who shall be the following persons:

<u>Name</u>	<u>Address</u>
Stacey T. Robinson	<hr/> <hr/>
James R. Bennett	<hr/> <hr/>
Robert Sanderson	<hr/> <hr/>
Jerry Thomas	<hr/> <hr/>
David Brown	<hr/> <hr/>



These persons represent owners of Units in Gabel Subdivision, Second Filing, and/or owners of Units in Transtech Center. The initial Design Review Committee shall serve at the will of the Developer, who shall have the right to terminate any person then serving, and the right to appoint a replacement person. Developer shall also have the right to appoint a replacement person for any person who resigns or is otherwise unable or unwilling to serve on the Design Review Committee. Developer shall retain this right to appoint persons to the Design Review Committee until such time as Developer no longer owns forty percent (40%) or more of the Units in Gabel Subdivision, Second Filing, or forty percent (40%) or more of the Units in Transtech Center. At such time as Developer no longer owns such Units or Units, persons shall be elected to the Design Review Committee by the vote of the Owner's Association of Gabel Subdivision, Second Filing, and by the vote of Unit Owners of Transtech Center. The Unit Owner's of Transtech Center shall have the right to elect three persons to the Design Review Committee. Nominations and elections shall take place at special or annual meetings wherein election of persons to the Design Review Committee is designated as the purpose of the meeting or one of the purposes of the meeting.

B. Design Review Steps

In order to implement compliance with these covenants and restrictions, the following procedures shall be followed, which are a series of meetings between a Unit owner and the owner's representatives and the DRC. The procedures are set up to be cooperative in nature, with the DRC helping the owner realize the owner's objectives, while implementing the overall vision which distinguishes Transtech Center (both Gabel Subdivision, Second Filing, and Transtech Center Condominium) as one of Montana's premier commercial developments.

i. Step 1. An Initial Meeting

Prior to commencement of any construction or construction planning, the Unit owner and/or the owner's representatives will request a meeting with the DRC to review these Covenants and Restrictions and the design review process, exchange ideas, and schedule the "Unit Diagram" meetings.

ii. Step 2. The Unit Diagram Meeting

DRC representatives will meet with the owner and a team selected by the owner, typically the owner, and the owner's architect and

landscape architect, at the Unit. Together they will evaluate the key factors that are to guide the siting of structures and landscaping on a Unit, which shall include, but are not limited to, the following:

- a. maintaining existing drainage patterns
- b. minimizing grading and removal of vegetation
- c. optimizing views
- d. protecting view corridors from other properties and/or common areas
- e. protecting sensitive environments
- f. protecting and utilizing distinctive natural features – rocks, vegetation, and topography

Following the completion of the Unit diagrams meeting, the owner's team will submit a "Unit Diagram" identifying and illustrating the owner's proposed building setbacks and a "building envelope", which will define the limits of site disturbance and the ways in which the owner proposes to respond to the key factors identified at the Unit diagram meeting.

iii. Step 3. Unit Diagram Review Meeting

A review meeting will then be scheduled by the owner and DRC. The owner's Unit Diagram will be presented and reviewed by the DRC, whose objective will be to approve it or approve with changes at the meeting. However, if the DRC determines that significant changes or more information are needed before a Unit Diagram can be considered for approval, the DRC will require a resubmission and an additional meeting.

iv. Step 4. Plan Submittals

The plan submittals are to include the following:

a. Survey and Site Photographs

Two copies of a property survey (minimum scale: 1"=20'-0") prepared by a licensed surveyor indicating property boundaries, the area of the property, all easements of record, applicable local government regulations, topography at two foot intervals and any significant natural features such as watercourses, or existing trees of 8 inches in diameter or greater, together with the building envelope and other information from the approved Unit Diagram that influences the owner's site plan.

b. Proposed Site Plan

Two sets full size and four sets 11" x 17" reductions of the site plan (minimum scale 1"=20'-0"), indicating the survey information plus the footprint(s) of buildings relative to the Unit area, including calculated percentage of the site covered by improvements, the proposed limits of grading and construction, the trees, topography, refuse dumpsters, and structures on adjoining Units, scale and north direction.

c. Building Plans

Two sets full size and four sets 11"x17" reductions of plans (minimum scale 1/8"=1'-0"), including floor plans for each level of building(s), exterior elevations, roof plan indicating materials and colors, existing and proposed grades, elevations for each floor and the highest roof ridge. Overall building dimensions and distance from property line should be indicated.

d. Conceptual Landscape Plan

Two sets full size and four sets 11"x17" reductions of the landscape plan (minimum scale 1"=20'-0"), including location and type of existing vegetation, limits of site disturbance, proposed areas of new landscaping, re-vegetation proposals for reseeding and mulching and preliminary concepts for lighting, grading, drainage, and erosion control measures.

The proposed landscape plans should include:

- (1) Grading Plan – Include existing and proposed contours at 2 foot intervals, spot elevations, drainage patterns, rim and invert elevations.
- (2) Planting Plan – Include plant material legend which lists common and botanical names, plant sizes and plant quantities which are keyed to locations on plan.
- (3) Irrigation Plan – Illustrate the proposed type and size of the irrigation zones. The applicant shall provide details that illustrate adequate coverage of planted areas.
- (4) Lighting – Locate in detail all proposed outdoor lights and signs. Submit cut sheets of all proposed light fixtures.

- (5) Identification Sign – Indicate selected type of identification sign from the DRC pre-approved designs.

e. Site Sections

Two sets full size and four sets 11"x17" reductions (minimum scale 1"=20'-0") of cross-sections showing proposed buildings and elevations in relation to the surrounding site, including adjacent Units and roads. A minimum of two sections, one in each direction is required.

f. Building Height Calculation

One copy of building height calculations drawn over building elevations, relating to, and coordinated with the required topographic survey. Existing and finished grades should be clearly indicated around the perimeter of all proposed structures.

v. Step 5. Evaluation Meetings

The DRC will meet to evaluate the proposals for construction the first Tuesday of every month. Alternative meeting dates maybe requested with 48 hours notice to the DRC provided a majority of DRC are available. All plans must be submitted not less than ten (10) days prior to a scheduled meeting.

The DRC will evaluate the proposals for construction of improvements in terms of these covenants and restrictions. At the same time, the DRC recognizes that each Unit has unique characteristics and owners have individual needs. Accordingly, the DRC may, at its sole discretion, approve deviations from the covenants and restrictions provided that the owner demonstrates that the proposal is consistent with these covenants and restrictions, and that such deviation it will not adversely affect adjoining or nearby Units in Transtech Center.

A deviation would be granted in the form of a written "variance." It would apply to a specific set of unique conditions and shall not constitute a precedent.

vi. Step 6. The Final Plan

The final submission package delivered by the owner to the DRC shall include the following:

- a. Final Site Plan. (minimum scale 1"=20')
In addition to the relevant information shown on the survey, this site plan is to show the information required on the Sketch Plan package in its final form plus utility locations, dumpster locations, cut and fill areas and all improvements.
- b. Floor Plans (scale 1/4"=1'-0")
Indicate all building dimensions, door and window locations and sizes, location of mechanical and electrical systems and fire sprinkler and monitoring systems, and the location and type of all exterior lighting fixtures.
- c. Elevations (scale 1/4"=1'-0")
Illustrate the exterior appearance of all views labeled in accordance with the site plan. Indicate the elevation of each floor and existing and finish grades of each elevation. Describe all exterior materials, colors, and finishes and locate all exterior lighting fixtures.
- d. Perspective Sketches (optional)
It is recommended that one or more ground level perspective sketch(es) of the building be provided from locations representing a primary public exposure to the building. Sketches should indicate exterior shadow patterns, materials, patterns, colors, textures, and trim details.
- e. Building Height Calculations
Submit one copy of building height calculations, drawn over the building elevations.
- f. Roof Plan
Indicated location of all roof mounted mechanical equipment and indicate intent to screen mechanical equipment from view.
- g. Landscape Plans (minimum scale 1"=20') shall include the conceptual plans approved by the DRC.
- h. Erosion Control and Re-vegetation Plan
Indicate the means and time schedule by which the prevention of erosion and stream (Hogan's Slough) sedimentation will be addressed during and after construction, including any of the following that are appropriate for the site in question:
 - (1) The limits of construction and the technique proposed for defining that limit prior to and during construction. Orange

- construction fencing around the perimeter of the construction limits is required;
- (2) Location and proposed method of tree and vegetation protection;
 - (3) Placement and type of perimeter filters;
 - (4) Water control methods;
 - (5) Vehicular access points and surface treatment;
 - (6) Spoil storage and stabilization measures;
 - (7) Siltation control devices;
 - (8) Proposed re-vegetation methods;
 - (9) Proposed seed and fertilizer types, application rates and methods;
 - (10) Type and location of any permanent or temporary irrigation methods to be used.
- i. Specifications
Provide written specifications, samples and color boards as appropriate for the following items:
- (1) Roof material;
 - (2) Exterior wall materials and colors;
 - (3) Windows and exterior doors with colors;
 - (4) Exterior trim materials and colors;
 - (5) Exterior lighting fixture cut sheets.
- j. On-Site Mock-up
An on-site full scale mock-up of principal exterior materials and colors or a sample panel may be required by DRC during the construction phase for final DRC approval.
- k. DRC Application
Submit one copy of completed application with drawings.
- vii. Step 5. Working Drawings, Stake-Out and Site Meeting
- Working Drawings. Upon approval of Final Plans by DRC, the owner will prepare and submit final working drawings to the DRC. The contents of the final working drawings submittal should be consistent with the approved final design plans, while responding to any conditions or revisions imposed by the DRC at final design review. The final working drawing submittal package is to include the following drawings:
- a. Final Working Drawings
 - b. Initial Erosion Control Plan
 - c. Permanent Erosion Control Plan

Stake-out on-site. At the same time, the owner will stake out the footprints of the following and request a site inspection by the DRC.

- a. The improvements to be constructed on the site.
- b. The parking, storage, lay down areas and limit of disturbance.
- c. Tree removal/protection.

13. AMENDMENT

Developer retains the right to amend any provision of this document until such time as Developer has sold all of the Units of Transtech Center. After Developer has sold all of the Units of Transtech Center, Unit owners may amend any provision of this document if persons owning at least 60 percent of all Units in Transtech Center vote in favor of the amendment. The intent of any amendment shall not be to change the concept of these covenants, but to allow a margin of flexibility in evaluating special circumstances, if appropriate.

14. EFFECT OF NON-ENFORCEMENT

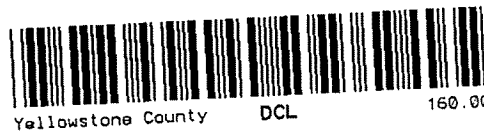
Failure of any party to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

15. DURATION AND EFFECT

This document constitutes a mutual covenant running with the land, and all successive future owners shall have the same right to invoke and enforce its provisions as the original parties hereto. This contract shall take effect and be in full force and effect when executed by the parties hereto, and shall be placed of record in Billings, Montana; and shall continue in force for a period of 20 years from the date of said filing, and so long thereafter as the owners shall deem it necessary and reasonable to maintain their property rights purchased and acquired hereunder.

16. COVEYANCE IN VIOLATION OF AGREEMENT

Any deed, lease, conveyance, or contract made in violation of this Agreement shall be void and may be set aside by petition of one or more of the parties hereto, and all successors in interest, assigns, heirs, and personal representatives shall be deemed to be bound to the same effect as the original signers; and when such conveyance or other instrument is set aside by decree of any Court or competent jurisdiction, all costs and all expenses of such proceedings shall be charged against the grantors and shall be declared by the Court or constitute a lien against said real estate so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the Court may order.



17. REMEDY FOR BREACH

The parties hereto and every person hereinafter having any right, title, or interest in Units or the Association shall have the right to prevent or stop violation of any said restrictions by injunction or other lawful procedure, and to recover any damages resulting from such violation. All costs and expenses of such proceedings shall be charged against the violators, and shall be declared by the Court to constitute a lien against the Unit of the violator, until paid, and such lien may be enforced in such a manner as the Court may order.

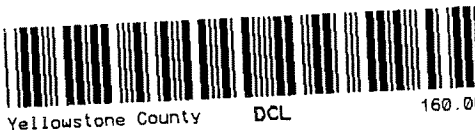
18. EFFECT OF PARTIAL INVALIDITY

It is expressly agreed that in the event any covenant, condition, or restriction hereinabove contained, or any portion thereof, is invalid or void, such shall in no way effect any other covenant, condition, or restriction.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 14th day of March, 2007.

BOTTRELL FAMILY INVESTMENTS LIMITED
PARTNERSHIP, formerly known as Bottrell Family
Investments Limited Liability Partnership
By Diamond B Companies, Inc., a Montana corporation
General Partner

By: 
Donald G. Bottrell, President

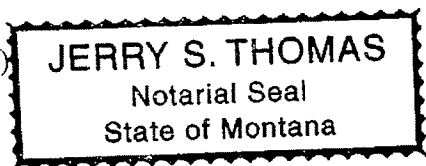


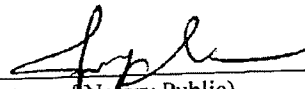
STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 14th day of March, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Donald G. Bottrell, known to me to be a President of Bottrell Family Investments Limited Partnership, and the person who executed the foregoing instrument on behalf of the Partnership, and acknowledged to me that the Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year in this certificate first above written.

(SEAL)




(Signature of Notary Public)
JERRY S. THOMAS
(Printed Name of Notary Public)

Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires: 9/17/2010