

**GENERAL INFORMATION ON
THE CROSSING AT BAXTER MEADOWS**

(Officially platted as Baxter Meadows Subdivision, Phase 4A)

1. This document is to be **SIGNED, DATED AND ATTACHED TO EACH EARNEST MONEY RECEIPT AND AGREEMENT TO SELL AND PURCHASE**. The information contained herein is designed to be helpful and answer questions commonly asked. However, it may or may not be all inclusive.
2. The first phase of The Crossing is located in Baxter Meadows Subdivision, Phase 4A and is part of the Baxter Meadows Planned Unit Development. Whenever the term "The Crossing" is used in this document, it shall also mean "Baxter Meadows Subdivision, Phase 4A"
3. The lands located in The Crossing, a planned community, are being developed and are being sold by Baxter Meadows South, LLC, a wholly owned company of Potter Clinton Development, Inc., herein after referred to as the "Developer".

The lands are being developed and will be platted in conformance with state and local subdivision regulations and standards. The final plat of the first phase of The Crossing (officially platted as Baxter Meadows Subdivision, Phase 4A), was given final approval by the City of Bozeman on November 26, 2007 and the Final Plat is on file and of record in the office of the Gallatin County Clerk and Recorder.

The restrictions as to usage are set forth in the "Declaration of Covenants, Conditions and Restrictions" and local zoning regulations. A buyer should carefully review the "Declaration of Covenants, Conditions and Restrictions" for The Crossing and check the applicable zoning regulations to make certain the buyer's intended plans for the lot are permitted. A buyer should review a copy of the plat of the subdivision and make himself aware of the zoning of adjacent properties.

4. The seller is providing title insurance with Security Title Company to assure that the buyer receives marketable title. Any exceptions will be set forth in the general and special exceptions shown on the preliminary title commitment, which will be furnished to the buyer prior to closing. A buyer should carefully review the exceptions.

Upon full payment of the purchase price, the buyer will receive a Warranty Deed conveying merchantable title to the property, subject to the general and special exceptions noted in the title insurance policy. The final plat shall show any necessary easements to allow construction and maintenance of utilities, both to, and within, the subdivision.

5. Water and Sewer are provided by the City of Bozeman at the standard city rates. In addition, all lots in the City of Bozeman have an ongoing (perpetual) assessment for street and tree maintenance. Buyer should check with the City for current rates.

Buyers Initials _____

6. Electricity, Natural Gas, Telephone, Cable TV, and Fiber Optic utilities shall be provided underground by the Developer in the utility easements as shown on the final plat for The Crossing. Buyer should be aware that the schedule for installation of said lines is controlled by the utility providing the service. Any subsequent fees charged by the various utilities for hookup to the home are to be paid by buyer.
7. The Crossing, a planned community, has 5 home plans that are architecturally approved for construction at this time. Baxter Meadows South, LLC, acting on behalf of The Crossing Owners Association Design Review Board, reserves the right to approve or not approve additional home plans at its sole discretion and shall do so for any reason whatsoever. Modifications to any of the previously approved plans must be approved by the appropriate Association design review boards.
8. Property taxes are based upon the appraised value of the lot together with improvements and are determined by the Gallatin County Assessor.
9. On site improvements including paved streets, curb and gutter, and necessary utilities within The Crossing will be completed by the developer at its cost as per City and State requirements, and no assessment will be made to the lot owners for these improvements.
10. City Standard, residential sidewalks (including a concrete sidewalk section through all private drive approaches) shall be constructed on all public street frontages of a property prior to occupancy of any structure on the property. Upon the third anniversary of the plat recordation of any phase of the subdivision, any lot owner who has not constructed said sidewalk shall, without further notice, construct said sidewalk for their lot(s) within 30 days, regardless of whether improvements have been made upon the lot.
11. Due to a relatively high groundwater table within this subdivision, full or partial basements are not recommended without consulting a professional engineer.
12. The Crossing is within the city limits of Bozeman, and is subject to payment of impact fees. Impact fees are assessed at the time of issuance of a building permit. The cost if the impact fee is included in the home/lot pricing structure.
13. As required by the City of Bozeman, any owner within the Crossing, by virtue of purchasing property, has waived their right to protest the creation of an SID for a city park maintenance district.
14. The public streets within the Crossing do not meet City standards for width and as such the City will not accept dedication or maintenance of the streets unless the street is brought up to City standards, or the property owners have agreed to an assessment to fund improvements required to bring the street up to City Standards. As required by the City of Bozeman, a legal document which states the above has been recorded with the Final Plat for The Crossing.
15. Individual water supply wells are prohibited within The Crossing Subdivision, except for wells that serve the common areas or park(s).

16. The Final Plat delineates the 100 year flood plain. The boundaries shown thereon represent the approximate limits of the 100 year flood plain as determined by a professional engineer.
17. The Final Plat designates ten (10) lots as "Restricted Size Lots" (RSL). These lots are subject to Section 18.42.180, Bozeman Municipal Code, and no home shall be built on these lots that exceed 1515 square feet of living space, excluding garages and patios. These lots are also subject to the sunset provisions of the aforementioned code provision.
18. Association dues for lots in The Crossing are established as stated in the "Overview of Baxter Meadows Community Owner Association". The fees are made up of assessments to the "Baxter Meadows Master Community Association" (BMMCA) and assessments to "The Crossing Owners Association" (COA). The assessments paid to BMMCA are for maintenance of commonly owned assets in the greater Baxter Meadows Planned Unit Development including public street, street sidewalk, and alley way snow plowing. Assessments to COA are for the maintenance of the privately held lots within The Crossing development and maintenance of the public streets within The Crossing. Assessments to BMMCA are established at \$65 per month. Assessments to COA are established at \$160 per month for improved lots and \$67.24 per month for unimproved lots. The "Overview of Baxter Meadows Master Community Association", which is attached to this General Information Disclosure, includes a written description of the overall Baxter Meadows Owners Association organization as well as a detailed 2008 budget specifically for The Crossing Owners Association.
19. Each lot within the first phase of The Crossing shall be used for one single family dwelling. (See "Declaration of Covenants, Conditions and Restrictions for The Crossing").
20. The Baxter Meadows Master Community Association (BMMCA) has negotiated a discounted, bulk services agreement with Lightnex, Inc. Lightnex, Inc. shall provide telephone, high speed internet, and cable television service to each living unit in the BMMCA via a "Fiber to the Home" network. There is an initial installation and set up fee of \$500 due prior to installation. Said installation fee is included in the home/lot pricing structure for The Crossing. At closing each buyer shall sign an "Agreement for Provision of Fiber Optics Capability," a copy of which is attached to this General Information disclosure. A charge of \$98 per month shall be assessed by the BMMCA to each dwelling unit for these services after initial occupancy of a dwelling unit. The individual owners of the dwelling units are responsible for the monthly fee. Please see the "Lightnex Communications Discounted Bulk Services Package" for a complete description of services to be rendered for the monthly fee.
21. The Crossing will have an Owner's Center located on Lot 11, Block 7, of Baxter Meadows Subdivision, Phase 4B and is designated as a community center for the sole use of residents of The Crossing. The owner's center will be owned & maintained by The Crossing Homeowners Association. At closing each buyer will sign an "Agreement and Consent for future Assessments", a copy of which is attached to this General Information disclosure.

22. One seller is a Montana Real Estate Broker.

The undersigned Buyer(s) acknowledge that (he/she) has read through the foregoing and has received a copy of the Final Plat map, Master Plan map, "Declaration of Covenants, Conditions and Restrictions" for The Crossing, "Overview of Baxter Meadows Community Owner Association", "Agreement for Provision of Fiber Optics Capability," and "Agreement and Consent for future Assessments" prior to entering into a contract to purchase a lot(s) located in The Crossing Subdivision. Furthermore, Buyer(s) agrees to comply with the regulations set forth in these documents and understands and accepts that there may be slight changes in lot dimensions from the Preliminary Plat map to the Final Plat map, and that it is the final Plat map that shall be of record and apply.

BUYER _____

DATE _____

BUYER _____

DATE _____

SALES REPRESENTATIVE'S CERTIFICATION

I hereby certify that I have made no statements contrary to the above information.

SALES REPRESENTATIVE _____

DATE _____