

After recording return to:
Drysdale, McLean & Willett, PLLP
2066 Stadium Drive, Suite 101
Bozeman, MT 59715

Woodland
Park
Master
Owners
Association

July 17,

2013

Woodland Park Master Owners Association Bylaws

**MASTER BYLAWS
OF
WOODLAND PARK MAJOR SUBDIVISION
PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I- GENERAL PROVISIONS

1.1 Legal Description. These Bylaws (“Master Bylaws”) apply to the Woodland Park Major Subdivision Property Owners Association, Inc. ("Master Association"), which governs the property more particularly described on Exhibit A, together with any property added to the Master Covenants (defined below), as such may be amended or restated from time to time.

ARTICLE II - DEFINITIONS AND GOVERNANCE

2.1 Definitions. Unless otherwise defined herein, all terms used in these Master Bylaws shall have the meaning set forth in the Master Covenants, as such may be amended, restated or finalized from time to time. The definitions contained in the Master Covenants are incorporated by reference herein.

2.2 "Master Covenants" shall mean and refer to the Master Declaration of Protective Covenants, Conditions, and Restrictions for Woodland Park Major Subdivision recorded _____, 2013 as Document No. _____, records of Gallatin County, Montana, as such have been or may be amended, restated or finalized from time to time.

ARTICLE III - MEMBERSHIP VOTING RIGHTS

3.1 Voting Rights. Each Class “A” Members shall have one (1) vote per Lot and the Class B Member shall have two (2) votes for each Lot owned including, but not limited to, previously unsold Lots. If ownership of any Lot is vested in more than one person, then the vote for such Lot shall be exercised as the co-owners of such Lot decide among themselves and advise the Secretary of the Master Association in writing prior to any meeting. Absent such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it.

3.2 Annual Meeting. The annual meeting of the Members shall be held on the first Tuesday in the month of December, or such month thereafter that is determined reasonably practical, at a date, time and place to be set by the Master Board.

3.3 Special Meetings. Special meetings of the Members may be called by the President, the Master Board of Directors, or the holders of not less than fifty percent (50%) of all Members entitled to vote.

3.4 Method of Calling Meetings. Written or printed notice stating the place, date and time of meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, electronically, by facsimile or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given three (3) days after the date when deposited in the United States mail, with postage prepaid, addressed to the Member at his address as it appears on the records of the Master Association, or at his last known address. If notice is given electronically, such notice shall be deemed to be delivered when sent. If notice is delivered by facsimile, such notice shall be deemed to be delivered upon facsimile confirmation.

3.5 Quorum. A majority of the votes entitled to be cast on a matter must be represented at a meeting of the Members, in person or by proxy, to constitute a quorum on that matter. When a quorum is present or represented at any meeting, the vote of a majority of Members entitled to vote, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Master Covenants, Master Bylaws or the laws of the State of Montana, a different vote is required, in which case such express provision shall govern and control the decision of such question. If less than a majority of the Members entitled to vote are represented at a meeting, a majority of the Members entitled to vote may adjourn the meeting without further notice until a quorum is present and represented.

3.6 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Master Association at least one (1) day prior to the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot, receipt of written notice by the secretary of the Master Association of the death or judicially declared incompetence of a Member, the expiration of eleven (11) months from the date of the proxy, the Member's attendance and voting in person at the meeting, or the Member's notice that the proxy is revoked. The proxy shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. If the Member specifies a choice in his or her proxy, the vote shall be cast in accordance with that choice. In addition, voting by proxy shall comply with any other applicable requirements of Mont. Code Ann. § 35-2-539.

3.7 Suspension of Membership Rights. The membership rights (including voting rights) of any Member may be suspended by action of the Master Board of Directors if the Member has failed to pay when due any assessment or charge lawfully imposed upon the Member or any property owned by the Member, or if the Member, his or her family, tenants, or guest of any of them, shall have violated any rule or regulation of the Master Board.

ARTICLE IV – MASTER BOARD OF DIRECTORS

4.1 General Powers. The business and affairs of the Master Association shall be managed by its Master Board of Directors (collectively, the "Master Board"). The Directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of

their meetings and the management of the Master Association, as they may deem proper, not inconsistent with these Master Bylaws, the Master Covenants and the laws of the State of Montana. The Master Board shall also have the rights, duties and obligations specified in the Articles and/or Master Covenants. The Master Board may employ a manager or management agent, to be compensated in an amount established by the Master Board, to perform such duties and services as the Master Board shall authorize.

4.2 Number and Qualification. The Master Board shall consist of five (5) directors, one (1) of whom shall be the President of the first residential Sub-Association and three (3) of whom shall be appointed by Declarant. After the “Turnover Date” described in paragraph 4.4 hereinbelow, each president of a residential Sub-Association or business park Sub-Association created upon completion of each phase of the subdivision, shall serve as a Director of the Master Association (“Directors”) who shall constitute the Master Board of Directors as the governing body of the Master Association. Each Director who is a Director due to being a president of a Sub-Association must be a Member in good standing in both the Master Association and their respective Sub-Association.

4.3 Turnover Meeting. Upon the Turnover Date (defined below), the Class “B” Member shall automatically convert to a Class “A” member entitled to one (1) vote for each of its Lots. At the annual member meeting following the Turnover Date (“Turnover Meeting”), the Declarant shall advise the membership of the termination of the Class “B” status.

4.4 Turnover Date. The Turnover Date shall be when the Declarant determines in an instrument recorded in the records of the Gallatin County, Montana, Clerk and Recorder that at least 90% of the potential Lots established by the overall phased plan have been sold; or (ii) prior to the Turnover Date.

4.5 Annual Meetings. The annual meeting of the Master Board of Directors shall be held on the first Tuesday of the month of December, or such month thereafter that is determined reasonably practical, at a date, time and place to be set and designated by the Master Board.

4.6 Special Meetings. Special meetings of the Master Board may be called by or at the written request of the President or any of the Directors. The person or persons authorized to call other meetings of the Directors may fix the place and time for the meeting.

4.7 Notice. Regular meetings of the Master Board of Directors may be held without notice. Except for an emergency meeting, notice of any other meeting of the Master Board shall be given at least two (2) days prior to the scheduled meeting, by written notice delivered personally, electronically or by facsimile transmission or mailed to each Director at the address most likely to be received by that person. If mailed, such notice shall be deemed to be delivered three (3) days after it was deposited in the United States mail, with proper postage pre-paid. If notice is given electronically, such notice shall be deemed to be delivered when sent. If notice be given by facsimile, such notice shall be deemed to be delivered upon facsimile confirmation. The participation of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to

the transaction of any business because the meeting is not lawfully called or convened and such Director must file a written dissent with the person acting as Secretary of the meeting before the adjournment or immediately after adjournment of the meeting.

4.8 Emergency Meetings. Emergency meetings may be held, without notice, if the reason for the emergency is stated in the minutes.

4.9 Quorum. At any meeting of the Master Board, a majority of the total Directors shall constitute a quorum.

4.10 Manner of Acting. Each Director shall have one vote. If a quorum is present when a vote is taken, the affirmative vote of the majority of Directors present, is the act of the Master Board. However, the act of a single Director present at a meeting at which a quorum is present shall not be the act of the Directors unless a majority of the Directors in office vote in favor of authorizing such.

4.11 Action without Meeting. Action required or permitted to be taken at a Master Board meeting may be taken without a meeting if the action is approved by all members of the Master Board. The action must be evidenced by written consents (delivered personally, electronically, by facsimile or by mail) of all Directors.

4.12 Attendance. All Directors may participate in a regular or special meeting through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

4.13 Removal of Directors. After the Turnover Meeting, the Members may remove an elected Director or Sub-Association President Director by casting the number of votes that would be sufficient to elect a Director. A Director elected by the Members or a Sub-Association President Director may be removed by the Members only at a meeting called for the purpose of removing the Director or in accordance with Mont. Code Ann. § 35-2-533. The meeting notice or ballot must state that the purpose or one of the purposes of the meeting or ballot is removal of the Director. Directors appointed by Declarant may only be removed by Declarant.

4.14 Resignation. A Director may resign at any time by giving written notice to the Master Board, the President or the Secretary of the Master Association. The resignation shall take effect at the date specified in the notice or if such date is not specified, then, upon receipt thereof by the Master Board or such officer. The acceptance of the resignation shall not be necessary to make it effective.

4.15 Vacancies. Prior to the Turnover Date, all vacancies on the Master Board of Directors shall be filled by Declarant. After the Turnover Date, all vacancies of elected Directors shall be filled by the remaining Board at a duly held meeting, and all vacancies of the appointed Directors (being Presidents of Sub-Associations) shall be filled by Declarant (or by such appointed Director's successor Sub-Association President). A successor director shall serve for the unexpired term of his or her predecessor.

4.16 Compensation: No Director shall receive compensation for any service rendered to the Master Association as a Director. However, any Director may be reimbursed for his or her actual expenses, if reasonable, incurred in the performance of his or her duties.

4.17 Indemnification: The Master Association shall indemnify every officer, director, and committee member against all expenses, including without limitation attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Master Association (except to the extent that such officers or directors may also be Members of the Master Association). The Master Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Master Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. In the sole discretion of the Board, the Master Association may agree to extend the indemnification provided in this paragraph to other associated agents or employees not otherwise covered by this indemnification, when appropriate.

ARTICLE V – OFFICERS

5.1 Enumeration of Officers. The officers of the Master Association shall be a President, a Secretary and a Treasurer, each of whom shall be appointed by and from the Master Board. Such other officers and assistant officers as may be deemed necessary may be appointed by the Master Board.

5.2 Term of Office. Each officer shall hold office until the earlier of his successor being duly appointed, or his death, resignation or removal.

5.3 Resignation and Removal. Any officer or agent appointed by the Master Board may be removed by the Master Board whenever in the Master Board's judgment the best interests of the Master Association would be served thereby. Any officer may resign at any time by giving written notice to the Master Board. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

5.4 Vacancies. A vacancy in any office may be filled by the Master Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he or she replaces.

5.5 President. The President shall be the principal executive officer of the Master Association and, subject to the control of the Master Board, shall in general supervise and control all the business and affairs of the Master Association, including the filing of liens for unpaid assessments in accordance with the Master Covenants and the enforcement activities of the Master Association. He or she shall, when present, preside at all meetings of the Master Board. He or she may sign, with the Secretary or any other proper officer of the Master Association authorized by the Master Board, any deeds, mortgages, bonds, contracts, or other instruments which the Master Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Master Board or by the Master Covenants to some other officer or agent of the Master Association, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Master Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of the Master Board meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Master Covenants and these Master Bylaws, be custodian of the Master Association records, regulations, rules and resolutions and of the seal of the Master Association and keep a register or the post office address of each Director which shall be furnished to the Secretary by each Director, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Directors.

5.7 Treasurer. If required by the Master Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Master Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Master Association, receive and give receipts for moneys due and payable to the Master Association from any source whatsoever, including assessments, and deposit all such moneys in the name of the Master Association in such banks, trust companies or other depositories as shall be selected in accordance with the Master Covenants. The Treasurer shall be responsible for the collection of periodic assessments to be collected. Further, the Treasurer shall record the assessments due and paid and shall prepare quarterly reports reflecting the Master Association's assets, including the assessments due and paid and shall mail or otherwise provide a copy of the quarterly reports to each Director. In general, the Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the president or by the Directors.

5.8 Compensation. No officer shall receive compensation for any service rendered to the Master Association as an officer. However, any officer may be reimbursed for his or her actual expenses, if reasonable, incurred in the performance of his or her duties.

5.9 Other Duties, Obligations and Rights. The officers shall have all the duties, obligations and rights specified in the Master Covenants as well as those specified herein.

ARTICLE VI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

6.1 Contracts. The Master Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Master Association, and such authority may be general or confined to specific instances.

6.2 Loans. No loans shall be contracted on behalf of the Master Association and no evidence of indebtedness shall be issued in its name unless properly authorized by a majority vote of the Master Board. Such authority may be general or confined to specific instances.

6.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Master Association shall be signed by such officer or officers, agent or agents of the Master Association and in such manner as shall from time to time be determined by resolution of the Master Board.

6.4 Deposits. All funds of the Master Association not otherwise employed shall be deposited from time to time to the credit of the Master Association in such banks, trust companies or other depositories as the Master Board may select.

ARTICLE VII – MAINTENANCE

7.1 Annual Review. The Master Board shall, on an annual basis, review and adopt a current year plan for repair, maintenance and operation of the Common Area and other property for which the Master Association is responsible as provided in the Master Covenants, and to perform other functions of the Master Association. The President of the Master Association shall implement this plan and the Treasurer shall pay for the expenses from Master Association funds collected. The Master Board shall also annually consider and document whether an IRS Rollover resolution is appropriate.

7.2 Repairs, Maintenance and Operation. Repairs, maintenance and operation of the Common Areas and other property for which the Master Association is responsible as provided in the Master Covenants, shall be performed on an “as needed” basis and the President of the Master Association is authorized to initiate all repairs and/or maintenance reflected in a budget approved by the Directors. Any repairs not reflected in a budget approved by the Directors shall be initiated by the President of the Master Association only after a majority of the Directors have adopted a resolution specifically authorizing the expense. Expenses for repair and maintenance shall be paid by the Treasurer of the Master Association from the Master Association funds received as assessments consistent with the Master Covenants. In order to implement maintenance or operation resolutions, the President may employ any personnel reasonably necessary to properly effect said maintenance and repair.

ARTICLE VIII - FINANCIAL STATEMENTS, BUDGET AND RECORDS

8.1 Financial Statements. Within 120 days after the end of the fiscal year, the Master Board shall distribute to each Owner and, upon written request, any mortgagee, a copy of the annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year. The Master Board may also distribute to each Owner and, upon written

request, any mortgagee, any additional reports reflecting the financial status of the Master Association or the delinquency of any assessments.

8.2 Budget. The Master Board shall draft and approve an annual budget for each fiscal year. The budget may be amended by a majority vote of the Master Board. If no budget is adopted, the last existing budget shall continue until amended by the Master Board.

8.3 Records. The Master Board shall keep detailed records of the actions of the Master Board, including minutes of the meetings of the Master Board and minutes of the meetings of the Master Association. The Master Board shall also keep detailed and accurate financial records in chronological order of the receipts and expenditures of common obligations or of individual obligations for which the Master Board is serving as the conduit for payment of expenses. The Master Board shall also maintain an assessment roll in which there shall be an account for each Owner. Such account shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts on which the assessment becomes due, the amounts paid upon the account and the balance due on the assessment.

ARTICLE IX - USE RULES AND REGULATIONS

The Master Board may adopt such rules and regulations regarding use and operation of the Common Area as may be reasonably necessary, provided such rules and regulations are consistent with and are in compliance with the Master Covenants.

ARTICLE X - ASSESSMENTS

In compliance with the Master Covenants, the Master Board of Directors may authorize assessments against the Lots of Members of the Master Association.

ARTICLE XI - AMENDMENT

11.1 Amendment by Declarant. Declarant may unilaterally amend these Master Bylaws for any purpose, provided the amendment has no material adverse effect on the right of any Owner. Notwithstanding the above, so long as the Declarant owns at least 10% of the Property or has any right to annex additional property into the Master Covenants, the Declarant may unilaterally amend these Master Bylaws if such amendment is (i) necessary to bring any provision in compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; (v) otherwise necessary to satisfy the requirements of any governmental agency; or (vi) necessary for Declarant to develop in accordance with its Woodland Park master plan.

11.2 Amendment by Owners. Thereafter and otherwise, these Master Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof of seventy percent (70%) of the total Class "A" votes present at a meeting duly held pursuant to these Bylaws, and the consent of the Declarant, as long as the Declarant owns at least 10% of the Property

or has any right to annex additional property into the Master Covenants. In addition, the approval requirements set forth in Article XVIII of the Master Covenants shall be met if applicable.

11.3 Amendment by Board of Directors. In the alternative, the Master Board of Directors may adopt an amendment to these Master Bylaws provided at least eighty percent (80%) of the Members of the Master Board vote in favor of the adoption.

11.4 Restriction on Amendment. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. If an Owner consents to any amendment to these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of the Declarant, or increase the Declarants' obligations, without the written consent of the Declarant or the assignee of such right or privilege.

ARTICLE XII - MISCELLANEOUS

12.1 Conflicts. In the case of any conflict between the Articles and the Master Bylaws, the Articles shall control; and in the case of any conflict between the Master Covenants and these Master Bylaws, the Master Covenants shall control.

12.2 Fiscal Year. The fiscal year of the Master Association shall begin on the first day of November and end on the 31st day of October of every year. The fiscal year may be changed by the majority vote of the Master Board of Directors.

The undersigned Secretary and Treasurer hereby certifies that these Bylaws were adopted as the Master Bylaws of the Woodland Park Property Owners Association, Inc. on the _____ day of _____, 2013.

Kevin Cook, Director-President

Robert Brenden, Director-Vice President

Kevin Black, Director-Secretary and Treasurer

STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was acknowledged before me on the ____ day of _____, 2013, by Kevin Cook, as President of Woodland Park Major Subdivision Property Owners Association, Inc.

(SEAL)

Notary Public for the State of
Residing at:
My Commission Expires:

STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was acknowledged before me on the ____ day of _____, 2013, by Robert Brenden as Vice President of Woodland Park Major Subdivision Property Owners Association, Inc.

(SEAL)

Notary Public for the State of
Residing at:
My Commission Expires:

STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was acknowledged before me on the ____ day of _____, 2013, by Kevin Black, as Treasurer and Secretary of Woodland Park Major Subdivision Property Owners Association, Inc..

(SEAL)

Notary Public for the State of
Residing at:
My Commission Expires:

STATE OF MONTANA)
 :SS
County of Gallatin)

This instrument was acknowledged before me on the ____ day of _____, 2013, by Kevin Cook, Managing Member of Gooch Hill West, LLC.

(SEAL)

Notary Public for the State of
Residing at:
My Commission Expires:

EXHIBIT A

A portion of Lot 1 and Lot 2 of Minor Subdivision No. 393 located in the west one-half of Section 17, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County, State of Montana.

After recording return to:
Drysdale, McLean & Willett, PLLP
2066 Stadium Drive, Suite 101
Bozeman, MT 59715

Woodland
Park Sub
Association
Covenants

September 16,

2013

Woodland Park Residential Covenants

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND PARK: PHASE
1 MAJOR SUBDIVISION

This DECLARATION is made this ____ day of _____, 2013, by GOOCH HILL WEST, LLC and ROBERT D. BRENDEN, hereinafter referred to as "Declarant";

WHEREAS, Declarant are the owners of the following described property situated in Gallatin County, Montana: A portion of Lot 1 and Lot 2 of Minor Subdivision No. 393 located in the west one-half of Section 17, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County, State of Montana, hereinafter referred to as "Woodland Park Phase I Major Subdivision";

WHEREAS, Declarant intend to develop, sell and convey the residential lots located in Phase I of the above-described real property;

WHEREAS, these Residential Covenants and all the lots and Owners within Woodland Park are subject to the Master Covenants, as defined below (in the event these Residential Covenants contradict the Master the Covenants, the Master Covenants shall prevail); and,

WHEREAS, Declarant desire to subject all of said real property, together with the lots contained therein, to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Residential Covenants".

NOW, THEREFORE, Declarant hereby establish, dedicate, declare, publish and impose upon the residential property the following protective covenants and restrictions, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform, stable value, character, architectural design, use, and development of the property. Such Residential Covenants shall apply to all residential lots within the entire Phase I property, and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Residential Covenants shall inure to and pass with each and every residential parcel, lot, tract or division within Woodland Park Phase I Major Subdivision.

The Residential Covenants shall be as follows:

Article I. DEFINITIONS

1.1 Buffer/Trail Corridor. The corridor abutting U.S. Hwy. F50 (Huffine Lane), and between Blocks 4/5 and Blocks 3/6, and abutting the eastern boundary of Woodland Park shall mean all the property conveyed to the Master Association and its Members and Owners in common, but dedicated as a public right-of-way for use by the public.

1.2 Contract purchaser. Shall mean a person buying a lot pursuant to a contract for deed, Montana Trust Indenture or mortgage.

1.3 Declarant. Shall mean and refer to GOOCH HILL WEST, LLC and ROBERT D. BRENDEN; and their successors and assigns.

1.4 Design Review Committee or DRC. Shall mean the Design Review Committee or DRC as defined in Article I, 1.2 of the Master Covenants.

1.5 Directors. Shall mean the Board of Directors of the Residential Property Owners Association, and shall initially consist of the Declarant.

1.6 Master Association. shall mean the association as defined in those certain Woodland Park Master Covenants recorded as Document No.: by the Clerk and Recorder of Gallatin County, Montana, as amended from time to time.

1.7 Master Covenants. Shall mean those Woodland Park Master Covenants recorded as Document No.: by the Clerk and Recorder of Gallatin County, Montana, as amended from time to time.

1.8 Member. Shall mean any person or entity owning or purchasing a lot. Each member agrees to abide and be bound by these Residential Covenants, the Articles of Incorporation, and the Bylaws and the resolutions of the Residential Property Owners' Association, and the Master Covenants of the Woodland Park: Phase I Major Subdivision.

1.9 Owner or lot owner. Shall mean any person or entity owning a fee simple interest in a residential lot or a contract purchaser, whether one or more persons or entities, owning or purchasing a residential lot, but excluding those having a mortgage or an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of a lot for value, the term "owner" shall mean "Declarant" or their successors or assigns.

1.10 Person. Shall include any person, persons or entities.

1.11 Property. Shall mean all of the real property designated as residential zoned lots within Woodland Park: Phase I Major Subdivision described above and according to the official records of the Clerk and Recorder of Gallatin County, Montana.

1.12 Residential Association. Shall mean the Woodland Park: Phase I Major Subdivision Residential Property Owners' Association, its successors and assigns. The Residential Association may be incorporated as a Montana nonprofit corporation, with its members as the lot owners.

1.13 Residential Covenants. Shall mean this Declaration of Covenants, Conditions and Restriction for Woodland Park: Phase I Major Subdivision, and as it may, from time to time, be amended or supplemented.

1.14 Woodland Park. Shall mean the Woodland Park: Phase I Major Subdivision, as recorded in the official records of the Gallatin County Clerk & Recorder.

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

Article II. PROPERTY OWNERS' ASSOCIATION

Section 2.01 ESTABLISHMENT OF RESIDENTIAL ASSOCIATION:

A residential association is hereby established known as "Woodland Park: Phase I Major Subdivision Residential Property Owners' Association" hereinafter referred to as the "Residential Association".

Section 2.02 MEMBERSHIP:

Every owner or contract purchaser of a lot shall be a member of the Association as well as the Master Association. The Association is a sub-association under the Master Covenants. These Residential Covenants are subordinate to the Master Covenant; and the Master Covenants control should there be any discrepancies between these Residential Covenants and the Master Covenants. Membership in both associations is mandatory and shall be appurtenant to and may not be separate from the ownership of any lot. Each lot owner shall be required to pay such fees as the Board of Directors of the Association and Master Association deem appropriate for real estate taxes, insurance and the maintenance of the common areas.

Each owner shall be responsible for advising the Residential Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The initial address of the Residential Association shall be: 1276 N. 15th Avenue- Suite 103, Bozeman, MT 59715. The address of the Residential Association may be changed by the Board of Directors upon notice to the owners.

Section 2.03 ANNUAL MEETING:

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

At the annual meeting, the members shall review and approve a budget for the next year, shall elect three Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association.

Section 2.04 BOARD OF DIRECTORS:

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

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

The Board of Directors shall have the power and responsibility of acting on behalf of the Residential Association and its members as shall be reasonably necessary to carry out the purposes of the Residential Association, including but not limited to take such actions as shall be necessary or reasonable to carry out the purposes of these covenants, care for, protect and maintain the easements and to enforce these Covenants; to collect assessments; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the development, including the formation of special improvement districts, either public or private, for such improvements as the Residential Association shall approve. The Directors shall act by majority vote.

Until ninety percent (90%) of the lots in Woodland Park, as described on Exhibit A, have been sold or ten (10) years after the recordation of these Residential Covenants, whichever occurs later; the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be tract owners or members of the Residential Association.

Section 2.05 OFFICERS:

The duties of each of the offices shall be as follows:

President. The President shall preside over all meetings of the Residential Association. He or she shall call the membership together whenever necessary. The President shall be the general administrative and executive

officer of the Residential Association, and shall perform such duties as may be specified, and exercise such powers as may be delegated to the office of President by the Board of Directors. The President shall also serve as a Director on the Master Association Board of Directors.

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

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

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

Section 2.06 VACANCIES:

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

Section 2.07 ACCOUNTING & RECORDS:

The Residential Association shall keep and maintain true and correct records in accordance with sound accounting principles, which shall specify in reasonable detail all expenses incurred and funds accumulated from assessments or other revenue. Upon reasonable written request from any Owner and Member, the Residential Association shall make the records of the Residential Association available for inspection. Such records shall include current copies of these Residential Covenants and the Articles, Bylaws, Design Regulations, and financial statements. The records of the Residential Association may be audited as the Board may determine.

Section 2.08 LIABILITY INSURANCE:

The Residential Property Owners' Association, in conjunction with the Master Association, shall be responsible for securing liability insurance in an amount to be determined by the Board of Directors of the Residential Association and Master Association, which insurance shall name Gallatin County as a loss payee.

Article III. ANNUAL AND SPECIAL ASSESSMENTS

Section 3.01 ASSESSMENTS:

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

Annual assessments for real estate taxes, insurance and maintenance of the common open space, park facilities and subdivision streets; and

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

The annual and special assessments, together with interest, costs and reasonable attorney's fees, and Master Association assessments (which shall be included in each Owner's assessment invoice from the Residential Association), shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. *A portion of the assessments levied by the Board of Directors of the Master and/or Residential Association shall become a lien on the lots within the subdivision in the event the taxes on the common open space become delinquent. The Board of Directors shall adjust the assessments as the taxes on the common open space increase.*

Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the owner of such property at the time when the assessment is due.

Section 3.02 PURPOSE OF ASSESSMENTS:

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

Section 3.03 AMOUNT AND APPROVAL OF ASSESSMENTS:

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

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

Section 3.04 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessments authorized above, the Residential Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or other capital improvements on the properties, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) or more of all of the votes of the members who are present, in person or by proxy, at a meeting duly called for that purpose. Special assessments may be levied to be paid over one or more years. Assessments for normal maintenance and repairs shall not require two-thirds (2/3) vote. Special Assessments from the Master Association shall be as determined by the Board of Directors for the Master Association.

Section 3.05 EFFECT OF NONPAYMENT OF ASSESSMENTS:

Remedies of the Residential Association: Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Residential Association may bring an action at law against the owners obligated to pay the same or foreclosure the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common open space or by abandonment of their lot.

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

A portion of the assessments levied by the Board of Directors of the Master Association shall become a lien on the lots within Woodland Park Phase I Major Subdivision in the event the taxes on the common open space become delinquent. The Master Association Board of Directors may adjust the assessments as the taxes on the common open space increase.

Section 3.06 SALE OR TRANSFER OF A LOT:

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

Article IV. COUNTY REQUIRED COVENANTS

The Association, owners, and all lots shall be subject to all covenants required by the County Commissioners as a condition of preliminary plat approval as set forth in the Master Covenants. Said county required covenants shall not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in the Master Covenants and the governing body of Gallatin County (Condition 41n).

Article V. PROPERTY USE

The Association, owners, and all lots shall be subject to the following related items as set forth in the Master Covenants: lot types, storage of equipment, commercial vehicles, recreational equipment storage, offensive activity, design guidelines, Design Review Committee, and use and guideline restrictions; and subject to the following County required covenants as set forth in Article XII of the Master Covenants: *residential land use, parks, common area, trails, control of noxious weeds, solid waste disposal, animals, issues involving abutting agricultural areas, restriction on further subdivision, responsibility of subdivision roads, erosion control measures, and county required fire protection requirements.*

Article VI. TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 6.01 TERM:

The term of the provisions of these Residential Covenants shall be perpetual and these Residential Covenants may be modified, altered or amended during the initial ten (10) year period only by the Declarant

at the Declarant's sole option, provided however, the approval of the Gallatin County Commission and Declarant shall be required via public hearing for any and all modifications, alterations and amendments to county required covenants (italicized language), whether prior to or after said initial ten year period.

Section 6.02 ENFORCEMENT:

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

Should any lawsuit or other legal proceeding be instituted by the Association(s) or an owner against an owner alleged to have violated one or more of the provisions of these Residential Covenants and should the Association or owner enforcing the provisions of the covenants be wholly or partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees for all time associated with the action.

Section 6.03 WAIVER AND VARIANCE:

The failure of Declarant, the Master Association, Residential Association or an owner, to enforce any covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that covenant, or any other covenant thereafter, or to collect damages for any subsequent breach of covenants. The waiver or approval of a variance of a covenant provision by the Board of Directors, or non-action of the Association(s) or Declarant in the event of a violation of a covenant by a particular owner or tract, shall not be deemed to delete or waive the covenant or enforcement thereof as it pertains to other owners or tracts.

Section 6.04 INVALIDATION:

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

Section 6.05 CONVEYANCE:

In any conveyance of the above described real property or of any lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive covenants without setting forth such restrictions and covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

Section 6.06 **CHANGE:**

Any change of these Residential Covenants shall be effective upon the approval of the Master Association and subsequent filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any change in these Residential Covenants shall not affect existing structures and uses of the tracts.

Section 6.07 **NOTICES:**

All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon Mountain Time on the immediately following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. Mountain Standard Time on business days) after transmitting by telecopier, facsimile, or electronic mail.

Section 6.08 **NONWAIVER:**

Failure by Declarant, the Association, the Master Association, or any Owner to enforce any covenant, condition, restriction, or other provision contained in the Covenants shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 6.09 **SEVERABILITY:**

The provisions of these Covenants shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of these Covenants by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make these Covenants valid and enforceable.

Section 6.10 **NUMBER AND GENDER:**

Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 6.11 **CAPTIONS:**

The captions to the Articles and Sections and the Table of Contents at the beginning of these Covenants are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of these Covenants.

Section 6.12 **CONFLICTS IN LEGAL DOCUMENTS:**

In case of conflicts between the provisions in these Residential Covenants and the Bylaws of the Residential Association, these Residential Covenants shall control. In case of conflicts between the provisions in these Residential Covenants and the Master Covenants, the Master Covenants shall control.

Section 6.13 **EXHIBITS:**

The Exhibit attached to and described in these Residential Covenants are incorporated in these Residential Covenants by this reference.

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IN WITNESS WHEREOF, Declarant have hereunto set their hands as of this _____ day of _____, 2013.

GOOCH HILL WEST, LLC

By: _____
Its: Managing Member

By: _____
ROBERT D. BRENDEN

STATE OF MONTANA)

: ss.

County of Gallatin)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Kevin Cook, being the Managing Member, of GOOCH HILL WEST, LLC; and ROBERT D. BRENDEN; known to me to be the persons that executed the within instrument and acknowledged to me they executed the same.

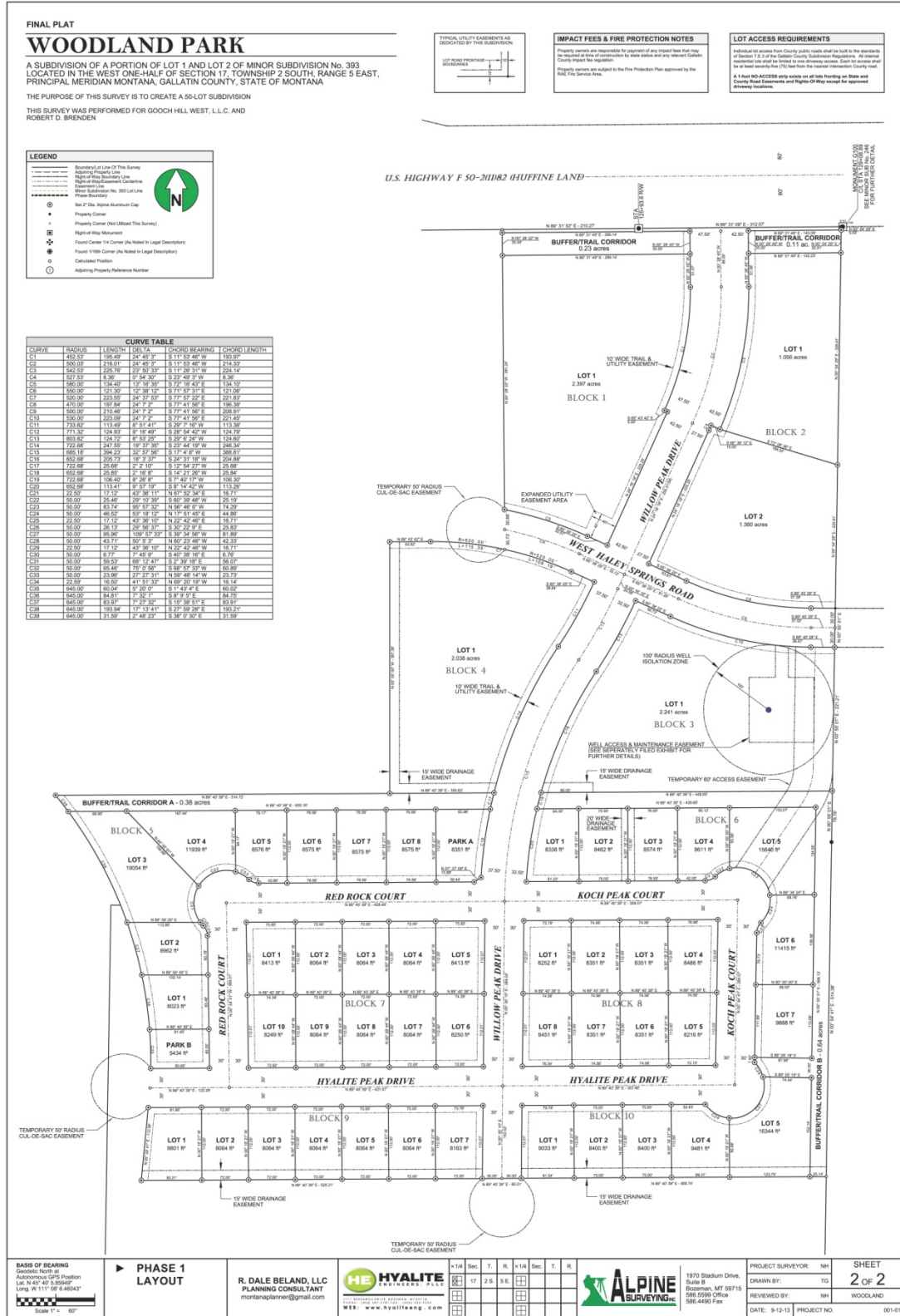
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

NOTARY PUBLIC for the State of Montana

Residing at _____

My Commission expires: _____

Article VII. EXHIBIT "A": WOODLAND PARK PHASE 1 MAJOR SUBDIVISION PLAT



Article VIII. EXHIBIT "B" WOODLAND PARK-PHASE 1 MAJOR SUBDIVISION FIRE PROTECTION PLAN

This fire protection plan is created pursuant to Sections 2.1 and 6 of Appendix I of the Gallatin County Subdivision Regulations (hereinafter "Appendix I") for Woodland Park Phase I which includes the following:

- For development of non-residential uses in the Business Park (B-1 and M-1 zoning) –

Option 1: Installation of appropriate automatic fire sprinkler systems shall be required within all inhabitable structures; or

Option 2: Prove that the minimum fire flow and duration meet the requirements set forth in Table H.5.1 of the UFC (considering building size, use, type of construction etc.)

- For residential development (R-2 zoning) –

Street hydrants conforming to UFC spacing requirements shall provide flow minimums of at least 1,000 gallons per minute (gpm) at 20 psi for two hours for all residential structures equal to or less than 3,600 sq. ft. in area.

Note: If residential structures exceed 3,600 sq. ft., the minimum flow and duration shall meet the requirements set forth in Table H.5.1 of the UFC, or utilize approved automatic sprinkler systems.

This plan provides for the safety of the public and allows the Rae Fire Service Area to provide adequate and standard service for the Woodland Park Major Subdivision. All the parts of this fire protection plan are mutually supporting and interdependent. The subdivider shall not remove one component of the fire protection plan without providing an alternative that is approved by the Rae Fire Service Area.

Plan Conditions:

1. Where review or approval of any fire protection requirement is to be performed by the Rae Fire Service Area (RFSa), another qualified authority or expert, approved by the RFSa, may provide such review or approval at the expense of the subdivider/property owner.
2. Any new roads constructed shall meet or exceed Gallatin County road standards, including but not limited to construction, width and grade. The access routes shall be approved by the RFSa.
3. Credit for the use of existing fire protection water supply features may be considered by the RFSa provided the feature meets the current applicable Gallatin County Fire Council fire protection standards and be approved by the RFSa. A written plan shall be provided to and approved by the RFSa providing for funding, use, maintenance and future upgrades of the feature. If the proposed plan requires any cooperative agreements, or actions, between the subdivider/property owner and any other party, those shall be completed prior to the proposed plan being accepted by the RFSa. This includes but is not limited to contracts, joint ownership, etc. The subdivider/property owner shall provide, at their expense, current performance test data for the fire suppression water supply system based on current field measures, certified in writing by a professional engineer licensed in Montana. The subdivider/property owner shall provide detailed descriptions and specifications and drawings of the as-built construction and water supply system components of the pond, water main system, pump, and hydrant(s) to the RFSa. The RFSa will require the subdivider/property owner to pay for an independent validation review of the fire protection water system by a Professional Engineer (PE) licensed in Montana and approved by the RFSa.
4. Any new structure over 3,600 square feet or with a building height greater than 35 feet shall be subject to additional requirements for fire protection water supplies (amount, delivery rate, and location) as described according to the construction and square footage of the structure in the current edition of Fire Code adopted

by the State of Montana. The RFSAs may accept the installation of an approved fire protection sprinkler system meeting the current, applicable National Fire Protection Association (NFPA) standard in place of, and equivalent to, the additional fire protection water supply requirement specified in this Appendix. The covenants shall address this requirement and clearly identify the maximum height and square footage of all future buildings to be constructed.

5. All covenants required to meet the fire protection requirements shall be recorded with the subdivision final plat. Any amendment to the fire protection covenants must be approved by the County Commission and the RFSAs. The RFSAs are granted standing in the covenants of the subdivision for the purpose of enforcing all fire protection requirements. A fire protection note, calling attention to the fire protection requirements shall be placed on the final subdivision plat.
6. Each commercial structure that is required to provide fire detection and/or fire protection sprinkler systems, shall have installed a lock box to hold keys to the exterior and interior doors. The lock box make and model, and the location shall be approved by the RFSAs. The lock box shall contain current contact information for a local, responsible party or parties who will respond to fire alarms or fire sprinkler system alarms. A fire protection water supply shall be provided that meets or exceeds the minimum required fire flow and flow duration for buildings as described in the current edition of the Fire Code, as adopted by the State of Montana.
7. All commercial structures that are required to provide fire detection and/or fire protection sprinkler systems, either by code or as part of the Fire Protection Plan, shall have the plans reviewed and approved by the RFSAs. These systems shall comply with the current edition of the Fire Code, as adopted by the State of Montana, for design and installation.
8. Structures with fire protection sprinkler systems shall be allowed to have a minimum of one (1) approved fire hydrant delivering 1000-gallons-per-minute at 20 psi for 2 hours at a maximum travel distance of 5,000 feet to the furthest lot line on an RFSAs-approved route.
9. Fire hydrant locations and distribution – Fire hydrants shall be provided in accordance with the current edition of the Fire Code, as adopted by the State of Montana. Locations and distribution shall be reviewed and approved by the RFSAs before construction.
Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads.
10. All structures shall be built meeting or exceeding the requirements of the current editions of the Fire and Building codes, as adopted by the State of Montana.
11. Alternative fire protection technologies, means, features or systems may be approved by the RFSAs where they provide fire protection equivalent to or greater than required in Appendix I of the Gallatin County Subdivision Regulations.
12. Addressing on the building shall be contrasting on the building and reflective on the street. Number size shall be four-inch (4") minimum height. Sign numbers and the background shall be made of retro-reflective material. Address signs shall meet the requirements of the RFSAs. This requirement affects both new and existing structures.
13. Fire apparatus shall be able to park on a roadway, driveway, or fire apparatus parking area within 150 feet of all parts of the exterior of the building. New roadways, driveways, or fire apparatus parking areas shall be engineered and constructed to safely support a 30-ton, two axle fire apparatus.
14. A map or electronic file, in both AutoCAD and PDF formats, of the subdivision shall be provided to the RFSAs indicating streets, addresses, street names, fire protection features, lot lines, building envelopes, utilities, easements, etc.
15. All fire protection water supply features shall meet or exceed the appropriate fire protection standard adopted by the Gallatin County Fire Council, which are based on the current edition of the Fire Code, as adopted by the State of Montana.

16. Travel routes to fire protection water supply features shall be approved by the RFSA.
17. Fire protection sprinkler/fire alarm project tracking process will be required by the RFSA where a structure has a fire protection sprinkler system installed as a part of a subdivision fire protection plan. The tracking process may be administered by the RFSA. The tracking process requirements are as follows:
 - a) The property owner shall provide 14-day written notice of intent to build a structure with fire protection sprinkler system, and where applicable, fire alarm system, engineered by a PE. A plans review fee will be paid by the subdivider/owner to the RFSA. A fee schedule shall be determined by the RFSA. In lieu of a plans review fee and at the discretion of the RFSA, the RFSA may require a third-party review (selected by the RFSA) of the plans at the expense of the subdivider/property owner.
 - b) The property owner shall provide written certification by a PE that the fire protection sprinkler system and, where applicable, fire alarm system, are installed and fully operational prior to enclosure with sheet rock or interior wall covering installation. The RFSA shall be permitted to witness the testing with a minimum of 48 hours advanced notice.
 - c) The subdivider or property owner shall provide written certification, to the RFSA, by a PE and the subdivider or property owner that all fire protection requirements have been met prior to final occupancy. The RFSA shall be permitted to witness the checklist inspections required in this section. The subdivider or property owner shall provide the RFSA with 48 hours' notice of the checklist inspections.
 - d) Occupancy of new structures shall be permitted only when all fire protection requirements have been met as determined by the RFSA.
18. If the subdivider decides to provide a Fire Sprinkler System, then the Fire Sprinkler System shall be connected to a public water supply, if available and the system shall be engineered by a licensed engineer (PE), installed and fully operational and compliant with the current edition of the applicable NFPA standard. In addition the following fire protection water supply package will be constructed:
 - a) Fire protection water tank(s), or ponds, of 30,000-gallon capacity with a pump capable of delivering 500-gallons-per-minute at 20 psi from an approved fire hydrant with a maximum approved travel distance from the furthest edge of the lot line from the hydrant to tank of 5,000 feet. The tank(s) shall have an automatic water supply to maintain the required captivity. Back-up power or a draft connection is also required.
19. A Vegetation Management Plan is required for all subdivisions that have any Common Space, Open Space or Parkland.

The following covenants are included as a requirement of the fire protection plan to mitigate potential threats from fire. All covenants required to meet the fire protection requirements shall be recorded with the subdivision final plat. Any amendment to the fire protection covenants must be approved by the County Commission and the RFSA.

- a) The RFSA is granted standing in the covenants of the subdivision for the purpose of enforcing all fire protection requirements. A fire protection note, calling attention to the fire protection requirements shall be placed on the final subdivision plat.
- b) Fire protection features must be maintained to their original performance capability in perpetuity by, and at the expense of, the property owners. Performance of all fire protection features shall be certified annually, by the use of field measures, by the RFSA or by a PE licensed in Montana. If a PE is to be used, a report shall be submitted, in writing, to the RFSA to ensure continued specified capability. The annual certification by the PE shall be at the expense of the property owners. The PE shall be approved by the RFSA.
- c) The fire department shall have unrestricted use, in perpetuity (at no cost to the fire department) of the fire protection features including but not limited to water sources, pumps, and hydrants.
- d) To allow for emergency vehicle access to structures, the property owner shall provide a driveway meeting the following requirements as approved by the RFSA: a minimum unobstructed driving surface of 12 feet for

driveways less than 300 feet long and a 16 foot driving surface for any driveway over 300 feet long; a vertical clearance of 15 feet; and a four foot zone of reduced vegetation on each side of the driving surface. If a driveway that is less than 16 feet wide is approved by the RFSA, turnouts shall be designed and constructed every 300 feet along the driveway's length.

- (i) All gates, bridges, culverts, cattle guards and all related items affecting access shall be a minimum of two feet wider on each side of the driveway. The entire driveway shall have a 30-ton minimum rating for two-axle trucks including all bridges, culverts, cattle guards and all other constructs of the driveways.