

PLATTED sw

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

2594896

Page: 1 of 23 10/05/2017 11:01:44 AM Fee: \$161.00
Charlotte Mills - Gallatin County, MT MISC



Woodland Park Sub Association Covenants

August 18th,

2017

Amended and Restated Woodland Park Phase I and IV A Business Park
Covenants

TABLE OF CONTENTS

Article I. DEFINITIONS.....4

Article II. PROPERTY OWNERS' ASSOCIATION5

 Section 2.01 Establishment of Association:5

 Section 2.02 Membership:.....5

 Section 2.03 Annual Meeting:.....5

 Section 2.04 Board of Directors:6

 Section 2.05 Officers:6

 Section 2.06 Vacancies:.....7

 Section 2.07 Accounting & Records:.....7

 Section 2.08 Liability Insurance:.....7

Article III. ANNUAL AND SPECIAL ASSESSMENTS8

 Section 3.01 Assessments:8

 Section 3.02 Purpose of Assessments:8

 Section 3.03 Amount and Approval of Assessments:8

 Section 3.04 Special Assessments for Capital Improvements:.....9

 Section 3.05 Effect of Nonpayment of Assessments:9

 Section 3.06 Sale or Transfer of a Lot:.....9

Article IV. COUNTY REQUIRED COVENANTS.....10

Article V. PROPERTY USE12

Article VI. TERM, ENFORCEMENT, APPLICABILITY AND CHANGE.....12

 Section 6.01 Term:12

 Section 6.02 Enforcement:.....12

 Section 6.03 Waiver and Variance:13

 Section 6.04 Invalidation:13

 Section 6.05 Conveyance:.....13

 Section 6.06 Change:.....13

 Section 6.07 Notices:13

 Section 6.08 Nonwaiver:.....14

 Section 6.09 Severability:.....14

 Section 6.10 Number and Gender:14

 Section 6.11 Captions:14

 Section 6.12 Conflicts in Legal Documents:14

 Section 6.13 Exhibits:14

Article VII. EXHIBIT "A": WOODLAND PARK PHASES 1 & 4A MAJOR SUBDIVISION PLAT.....17

Article VIII. EXHIBIT "B": WOODLAND PARK PHASES 1 & 4A FIRE PROTECTION PLAN19

AMENDED AND RESTATED

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND PARK:
PHASE I AND IV A COMMERCIAL LOTS**

This AMENDED AND RESTATED DECLARATION is made this ____ day of _____, 2017, by GOOCH HILL WEST, LLC and RBS Development, LLC, hereinafter collectively referred to as "Declarant"; and shall replace that certain Declaration of Protective Covenants, Conditions and Restrictions for Woodland Park Business Park, dated October 7, 2013 and recorded October 9, 2013 as Document No. 2465134 in records of the Clerk and Recorder of Gallatin County, Montana;

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 Major Subdivision";

WHEREAS, Declarant intend to develop, sell and convey the commercial lots located in Phases I and IV A of the above-described real property;

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

WHEREAS, Declarant desires to subject all of said real property that is located in Phases I and IV A, together with the lots contained therein, to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Business Covenants".

NOW, THEREFORE, Declarant hereby establishes, dedicates, declares, publishes and imposes upon the commercial 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 Business Park Covenants shall apply to all commercial lots within the entire Phase I and IV A property, and all improvements placed or erected thereon, unless otherwise specifically excepted herein. The Business Park Covenants shall inure to and pass with each and every commercial parcel, lot, tract or division within Woodland Park Phases I and IV A Major Subdivision.

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

1.3 Business Park Covenants. Shall mean this Declaration of Covenants, Conditions and Restrictions for Woodland Park: Phases I and IV A Major Subdivision, and as it may, from time to time, be amended or supplemented.

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

1.5 Declarant. Shall mean and refer to GOOCH HILL WEST, LLC and RBS Development, LLC collectively; and their successors and assigns.

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

1.7 Directors. Shall mean the Board of Directors of the Business Park Property Owners Association, and shall initially consist of the Declarant.

1.8 Master Association. Shall mean the association as defined in those certain Woodland Park Master Covenants recorded as Document No.: 2465132 by the Clerk and Recorder of Gallatin County, Montana, as amended from time to time.

1.9 Master Covenants. Shall mean those Woodland Park Master Covenants recorded as Document No.: 2465132 by the Clerk and Recorder of Gallatin County, Montana, as amended from time to time.

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

1.11 Owner or lot owner. Shall mean any person or entity owning a fee simple interest in a commercial lot or a contract purchaser, whether one or more persons or entities, owning or purchasing a commercial 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.

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

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

1.14 Woodland Park. Shall mean the Woodland Park 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 ASSOCIATION:

An association is hereby established known as "Woodland Park: Business Park Property Owners' Association" hereinafter referred to as the "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 Business Park Covenants are subordinate to the Master Covenant; and the Master Covenants control should there be any discrepancies between these Business Park 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 Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The initial address of the Association shall be: 1276 N. 15th Avenue, Suite 103, Bozeman, MT 59715. The address of the Association may be changed by the Board of Directors upon notice to the owners.

Section 2.03 ANNUAL MEETING:

The annual meeting of the 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 (3) 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 Business Park 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 Business Park Association and its members as shall be reasonably necessary to carry out the purposes of the Business Park 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 Business Park 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 Business Park 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 Business Park Association.

Section 2.05 OFFICERS:

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

- a) President. The President shall preside over all meetings of the Association. He or she shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association, and shall perform such duties as may be specified, and exercise such powers as may be delegated to the office of President by the Board of Directors.
- b) Vice-President. The Vice-President shall exercise the powers of the President in the absence of the President.
- c) Secretary. The Secretary shall give notice of all meetings of the Association, and shall keep a record of the proceedings of the meetings of the Association. The Secretary shall be authorized to sign on behalf of the Association, all records, documents and instruments when such are authorized to be signed by the Association.
- d) Treasurer. The Treasurer shall keep and maintain adequate and correct accounts of the accounts, properties, and business of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains and losses of the Association. The Treasurer shall prepare and report such periodic accountings as shall be required by the Association.

Section 2.06 VACANCIES:

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

Section 2.07 ACCOUNTING & RECORDS:

The 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 Association shall make the records of the Association available for inspection. Such records shall include current copies of this Declaration and the Articles, Bylaws, Design Regulations, and financial statements. The records of the Association may be audited as the Board may determine.

Section 2.08 LIABILITY INSURANCE:

The Business Park 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 Business Park 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 Association:

- a) Annual assessments for real estate taxes, insurance and maintenance of the common open space, park facilities and subdivision streets; and
- b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. *A portion of the assessments levied by the Board of Directors of the 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 Association shall be used to promote the recreation, health, safety, convenience and welfare of the owners, for the improvement, roads, repair and maintenance of easements and for any other purposes, expressed or implied, in these Covenants.

Section 3.03 AMOUNT AND APPROVAL OF ASSESSMENTS:

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

At each annual meeting of the members of the Association, the Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment and approval. The members shall approve or amend the proposed budget

by a majority vote of the members present or voting by proxy. After the annual meeting, the Board of Directors shall set the amount of the assessments and the date(s) due for the coming year to cover the budget approved in the manner herein set forth.

Section 3.04 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

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

Section 3.05 EFFECT OF NONPAYMENT OF ASSESSMENTS:

Remedies of the Association: Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owners obligated to pay the same or foreclosure the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the 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 Association may record a notice of the lien with the Clerk and Recorder of Gallatin County, Montana. In the event of non-payment within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The Association is entitled to collect during an action for delinquent assessments 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 Association shall become a lien on the lots within Woodland Park Phases I & IV A Major Subdivision in the event the taxes on the common open space become delinquent. The 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 Association for any outstanding assessments against said tract before the closing upon the purchase.

Article IV. GALLATIN COUNTY REQUIRED COVENANTS

Any covenant which is included as a condition of preliminary plat approval and required by the County Commission may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in the Covenants and without the express written consent of the governing body of Gallatin County.

- a. All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for pertinent Seismic Zone, and current fire codes as adopted by the State of Montana.
- b. The control of noxious weeds by the Subdivision Owners' Association on those areas for which the Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (7-22-2101 through 7-22-2153 MCA) and the rules and regulations of the Gallatin County Weed Control District.

The landowner shall be responsible for the control of state and county declared noxious weeds on his or her lot. In the event a landowner does not control the noxious weeds, after 10 days' notice from the Subdivision Owners' Association, the Association may cause the noxious weed to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within 30 days of the mailing of such assessment.

- c. The Subdivision Owners' Association shall be responsible for the operation, maintenance and control of all interior subdivision roads, parks, trails, common areas, and utility lots. The Subdivision Owners' Association agrees that the County has no obligation to maintain the interior subdivision roads, parks, trails, common areas, and utility lots.
- d. Membership in the Subdivision Owners' Association shall be mandatory for each lot owner. Each lot owner shall be required to pay such fees as the Board of Directors of the Association deem appropriate for real estate taxes, insurance, and the maintenance of the interior subdivision roads, parks, trails, parkland and common open space.
- e. Title to the parkland and trails within the subdivision shall vest in the Subdivision Owners' Association and be maintained and controlled by the Board of Directors of the Association.

- f. All residential lots shall be limited to one driveway access. No residential lot may have direct access to Red Mountain Drive.
- g. Residential structures exceeding 3,600 square feet in area or 35 feet in height shall be subject to additional requirements for fire protection water supplies as described according to the construction and square footage of the structure in the current edition of the Fire Code adopted by the State of Montana, and approved by the Rae Fire District. When fire sprinkler systems are being utilized the Fire Service Area shall receive a stamped set of engineered sprinkler system plans for review and approval prior to construction. Inspections shall be scheduled, with 48 hours' notice, during construction and after completion.
- h. Addresses for all structures shall be clearly posted at the street-driveway intersection in reflective forms of no less than 4 inches in size.
- i. Pets shall be controlled by each property owner, and not allowed to roam at large.
- j. The covenants shall not automatically terminate.
- k. The subdivision is located within the Gallatin County/Bozeman Area Zoning District and approved permits are required from the Planning Department prior to the commencement of construction.
- l. No water may be removed from any irrigation ditch, canal, or other water conveyance facility without a water right, permit, or written water lease agreement with the appropriate water users and/or water conveyance facility's authorized representatives.
- n. Lot owners are hereby notified of the water users, water conveyance facility's authorized representatives, and/or their designee's right to access the property to maintain and repair the water conveyance facility (this includes, but is not limited to, placement of excavated material, removal of vegetation and debris along the water conveyance facility); to install, repair, and or adjust headgates and other diversion structures; and to carry out other normal means of repair and maintenance related to the ditch/canal.
- o. To assure non-interference with water conveyance facilities, no livestock grazing shall take place, nor shall any new structures (other than structures for the maintenance and operation of the water conveyance facility), fences, landscaping (other than grass), or roads, may be installed or erected within the water conveyance facility non-interference setback, except where agreed to in writing by the water users and/or water conveyance facilities authorized representatives.
- p. Neither the Subdivision Owners' Association nor any lot owners shall undertake any activity that would result in the interference or obstruction in the transmission of water in the water conveyance facility. Before any maintenance, improvements, or modifications are performed on any water conveyance facility, written permission must be obtained from the water users and/or water conveyance facility's authorized representatives prior to commencing such work. Upon completion of maintenance, improvements, or modifications to any water conveyance facility, the person responsible for such work shall provide written notice to the water users and/or water conveyance facility's authorized representatives and allow them an opportunity to inspect such work.

- q. The Subdivision Owners' Association shall ensure that yearly maintenance is conducted to remove sediment or debris as needed from the stormwater detention/retention basins so that they function correctly.
- r. Lot purchasers are hereby notified that Montana law provides specific protections in regards to liability and nuisance claims for agricultural operations and irrigators. Those specific protections include, but are not limited to Section 85-7-2211, MCA; Section 85-7-2212, M.C.A; and Section 27-30-101, MCA

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 vehicle, recreational equipment storage, offensive activity, design guidelines, Design Review Committee, use and guideline restrictions; and subject to the following County required covenants as set forth in Article XII of the Master Covenants: *business park 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 Business Park Covenants shall be perpetual and these Business Park 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 Covenants shall be by proceedings either at law or in equity against any person or persons violating, or attempting to violate, any Covenant; and the legal proceedings may either be to restrain violation of these Covenants, to recover damages, or both.

Should any lawsuit or other legal proceeding be instituted by the Association or an owner against an owner alleged to have violated one or more of the provisions of these Covenants and should the Association or owner enforcing the provisions of the covenants be wholly or partially successful in such proceedings, the

offending owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees for all time associated with the action.

Section 6.03 WAIVER AND VARIANCE:

The failure of Declarant, the Master Association, Business Park 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 Business Park 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 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 Declarants, the Association, the Master Association, or any Owner to enforce any covenant, condition, restriction, or other provision contained in these Business Park 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 Business Park 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 Business Park 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 Business Park Covenants and the Bylaws of the Business Park Association, these Business Park Covenants shall control. In case of conflicts between the provisions in these Business Park Covenants and the Master Covenants, the Master Covenants shall control, provided however,

Section 6.13 EXHIBITS:

All the Exhibits attached to and described in these Covenants are incorporated in these Covenants by this reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarants have hereunto set their hands as of this 18th day of July, 2017.

GOOCH HILL WEST, LLC
a Montana limited liability company

By: [Signature]
Kevin Cook, its Manager

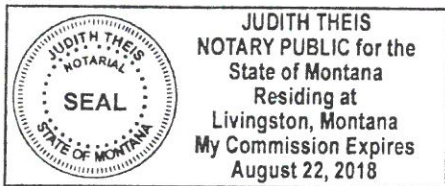
RBS DEVELOPMENT, LLC
A Montana limited liability company

By: [Signature]
Kevin Cook, its Manager

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 18th day of July, 2017, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Kevin Cook, being the Manager of GOOCH HILL WEST, LLC and Kevin Cook, being the Manager of RBS Development, LLC, known to me to be the persons who 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.



Judith Theis
NOTARY PUBLIC for the State of Montana
Residing at LIVINGSTON, MT
My Commission expires 8-22-2018

**Article VII. EXHIBIT "A": WOODLAND PARK PHASE I AND IV A MAJOR SUBDIVISION
PLAT**

Commercial Lots are as follows:

Lot 1, Block 1; Lots 1 and 2, Block 2; Lot 1, Block 3; Lot 1, Block 4 of Phase I

Lots 2, 3, 4, and 5, Block 1; Lots 2 and 3, Block 4; Lot 1, Block 29 of Phase IV A

Article VIII. EXHIBIT "B" WOODLAND PARK-PHASE I AND IV A 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 Phases I, II and III which includes the following:

- For development of non-residential uses in the Business Park (B-1 and NS 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 Appendix B of the IFC, or as adopted by the State of Montana (considering building size, use, type of construction etc.)

- For residential development (RX-MD zoning) –

Street hydrants conforming to IFC 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..

Note: If a residential structure exceeds 3,600 sq. ft. or 35 feet in height, the minimum flow and duration shall meet the requirements set forth in Appendix B of the IFC, or as adopted by the State of Montana, or utilize an approved automatic sprinkler system, unless an alternate method for fire suppression is approved by the Fire Authority having jurisdiction.

This plan provides for the safety of the public and allows the Hyalite 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 Hyalite Fire Service Area.

Plan Conditions:

1. Where review or approval of any fire protection requirement is to be performed by the Hyalite 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. Residential structures exceeding 3,600 square feet in area or 35 feet in height shall be subject to additional requirements for fire protection water supplies as described according to construction and square footage of the structure in the current edition of the Fire Code adopted by the State of Montana, and approved by the Hyalite Fire Service Area. When fire sprinkler systems are being utilized the Fire Service Area shall receive a stamped set of engineered sprinkler system plans for review and approval prior to construction. Inspections shall be scheduled, with 48 hours notice, during construction and after completion.
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 RFSA. 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.
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 RFSA. 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 RFSA. 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 RFSA-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 RFSA 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 RFSA 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 RFSA. 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 RFSA 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.