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Woodland Park Sub Association Covenants

October 20,

2021

Woodland Park Phases I, II, III, IV B, IV C & V
Protective Covenants, Conditions and Restrictions

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AMENDED AND RESTATED

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR WOODLAND PARK PHASES I, II, III, IV B, IV C & V

THIS AMENDED AND RESTATED DECLARATION is made this 20th day of October, 2021, by **GOOCH HILL WEST, LLC (“GHW”)**, and **RBS DEVELOPMENT, LLC (“RBS”)**, hereinafter collectively referred to as “Declarants” or individually as a “Declarant”;

WHEREAS, Declarants have heretofore submitted real property to the provisions of these Covenants, and RBS is the owner of additional real property which it desires to submit to the provisions of these Covenants, all such real property being situated in Gallatin County, Montana, and more particularly described and depicted on Exhibit A, attached hereto (hereinafter the “Property”):

WHEREAS, this Declaration shall replace that certain Declaration of Amended and Restated Protective Covenants, Conditions and Restrictions for Woodland Park Phase I, II, III, IV B & V Residential Lots, dated and recorded May ____, 2021, as Document No. _____ in the records of the Clerk and Recorder of Gallatin County, Montana

WHEREAS, Declarants have developed, sold and conveyed, and intend to continue to develop, sell, and convey the lots within the Property, known as Phases I, II, III, IV B, IV C & V of Woodland Park Major Subdivision; and

WHEREAS, Lot 1, Block 23 (“School Lot”), shall be used for a school within the Bozeman School District, and two (2) acres of the Property, specifically Lot 2, Block 23 (“Parkland”), has been dedicated as parkland and deeded to the Bozeman School District.

WHEREAS, these Covenants, and all the Lots and Owners within Woodland Park, are subject to the Master Covenants. These Covenants supplement the Master Covenants provided they do not contradict. If these Covenants contradict the Master Covenants, the Master Covenants shall prevail; and

WHEREAS, Declarants desire to subject the Property, and all lots contained therein, to the covenants, conditions, restrictions and reservations herein set forth, and to the Master Covenants (herein defined), pursuant Article X, Section 10.01 of the Master Covenants; and

NOW, THEREFORE, Declarants hereby establish, dedicate, declare, publish and impose upon the 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 grantees, 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. These Covenants shall apply to all lots within the Property, and all improvements thereon, unless otherwise specifically excepted herein. These Covenants shall inure to and pass with each and every parcel, lot, tract or division within Phases I, II, III, IV B & V of Woodland Park.

Article I. DEFINITIONS

1.1 Association. Shall mean the Woodland Park Phases I, II, III, IV B, IV C & V Residential Owners Association, its successors and assigns. The Association shall be incorporated as a Montana nonprofit corporation, with lot Owners as its members.

1.2 Common Area. Shall mean (i) all roads, avenues, alleys, buffer/trail corridors and parks or public squares shown on any recorded plat of the Property; and (ii) all real 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.

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

1.4 Covenants. Shall mean this Declaration of Covenants, Conditions and Restriction for Woodland Park Phases I, II, III, IV B, IV C & V, as it may be amended or supplemented from time to time.

1.5 Declarant. Shall mean and refer to Gooch Hill West, LLC, and RBS Development, LLC; 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 Woodland Park Phases I, II, III, IV B, IV C & V Residential Owners Association, and shall initially consist of the Declarant.

1.8 Master Association. Shall mean the master association as defined in the Master Covenants.

1.9 Master Covenants. Shall mean those certain Woodland Park Master Covenants recorded on October 9, 2013, as Document No.: 2465132 and Amendment to Woodland Park Master Covenants recorded on August 30, 2018, as Document No.: 2624879 with the Clerk and Recorder of Gallatin County, Montana, as amended from time to time.

1.10 Member. Shall mean the person or entity owning or purchasing a lot within the Property. Each lot shall be entitled to one membership. If there are more than one owner of a lot, such owners shall

designate one of the owners, in writing, to exercise the rights of a Member herein. If no such designation is made, the Board of the Association may suspend the voting rights of such membership interest until such designation is made. Each Member agrees to abide and be bound by these Covenants, the Articles of Incorporation, and the Bylaws and the resolutions of the Association, and the Master Covenants of Woodland Park Major Subdivision.

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

1.12 Person. Shall include any persons and/or entities.

1.13 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 known as "Woodland Park Phases I, II, III, IV B, IV C & V Residential Owners Association, Inc." was established by filing of Amended and Restated Articles of Incorporation with the Montana Secretary of State on April 12, 2021.

Section 2.02 MEMBERSHIP:

All lots within the Property are subject to the Covenants and Master Covenants, and each owner or contract purchaser shall be a member of the Association and Master Association. The Association is a sub-association under the Master Covenants. These Covenants are subordinate to the Master Covenants; and the Master Covenants control should there be any discrepancies between these Covenants and the Master Covenants. Notwithstanding the foregoing, these Covenants can supplement the Master Covenants so long as they are not in contradiction therewith. 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: Cook Development, 1276 N 15th Ave., Ste. 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 thirty percent (30%) 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 such meeting, the Directors shall elect a President, Vice-President, and Secretary-Treasurer the Association from among the Directors, except the Secretary-Treasurer may be a member who is not a Director.

The Board of Directors shall serve for a term 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 Association and its members as shall be reasonably necessary to carry out the purposes of the 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 Association shall approve. The Directors shall act by majority vote.

Until ninety percent (90%) of the lots within the Property have been sold or ten (10) years after the recordation of these Covenants, whichever occurs later; the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be lot owners or members of the 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 Association, and call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association, and perform such duties as may be specified, and exercise such powers as may be delegated to the President by the Board. 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 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.

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. The Treasurer shall prepare and report such periodic accountings as shall be required by the Association.

Section 2.06 VACANCIES:

Vacancy of an office of the Association shall be filled by the Board of Directors.

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, the Association shall make the records of the Association available for inspection. Such records shall include current copies of these Covenants, 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 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 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 including the Parkland, park facilities, the Buffer/Trail Corridor, Common Area, and subdivision streets; and

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

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 Association), shall be a charge on land, and shall be a continuing lien on the lot against which each such assessment is made. A portion of the assessments levied by the Board of Directors of the Master and/or 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. Additionally, each annual and special 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 ASSESSMENT OF SCHOOL LOT

The School Lot shall be assessed as follows: (1) Prior to the issuance of a Certificate of Occupancy for completion of substantially all of the facilities to be used as a school on the School Lot, the School Lot shall be assessed in the amount of \$500.00 per quarter; and (2) Upon issuance of a Certificate of Occupancy for completion of substantially all of the facilities to be used as a school on the School Lot, the School Lot shall be assessed in the amount of \$1,000.00 per quarter. The School Lot assessments may increase from time to time in an amount proportional to any increase to the assessments of Residential Lots. For purposes of this Section, the school facilities shall be deemed substantially complete upon occupation by students and/or school faculty for the purposes of operating or preparing to operate a school on the School Lot.

Section 3.03 PURPOSE OF ASSESSMENTS:

Assessments levied by the Master Association and Association (collectively "Associations") shall be used to promote the recreation, health, safety, and welfare of the owners; for improvements, repair, and maintenance of roads and easements, and any other purpose, expressed or implied, in the Covenants and Master Covenants.

Section 3.04 AMOUNT AND APPROVAL OF ASSESSMENTS:

The maximum assessment per lot 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 set forth in the Covenants and Master Covenants, 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 Association, the Directors shall present a proposed budget of the Association's estimated expenses 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 by the members. The assessments for the Master Association shall be determined as set forth in the Master Covenants.

Section 3.05 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to annual assessments, 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 within the Property, including fixtures and personal property related thereto, provided any such assessment shall be approved by two-thirds (2/3) or more 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 3.06 EFFECT OF NONPAYMENT OF ASSESSMENTS:

Assessments not paid within thirty (30) 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 foreclose the lien against the lot. No owner may waive or otherwise escape liability for assessments by non-use of 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 (30) 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. In an action for the collection of delinquent assessments, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in such action.

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

Section 3.07 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 lot before the closing upon the purchase.

Article IV. GALLATIN COUNTY REQUIRED COVENANTS

The following are covenants required by the County Commission as a condition of preliminary plat approval and may not be amended or revoked without the consent of the owners in accordance with the amendment procedures set forth herein, 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 owner shall be responsible for the control of state and county declared noxious weeds on his or her lot. In the event an owner does not control the noxious weeds, after 10 days' notice from the 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 Association shall be responsible for the operation, maintenance and control of all interior subdivision roads, parks, trails, common areas, and utility lots. The 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 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 dedicated Buffer/Trail Corridors within the subdivision shall vest in the Association and be maintained and controlled by the Board of Directors of the Association.*

f. Lot 1 Block 23 (the "School Lot") shall only be used for the construction of a school and associated uses. If Lot 1 Block 23 is proposed for any other use, the lot must go back through subdivision review to determine the appropriate improvements and mitigation.

g. All residential lots shall be limited to one driveway access. No residential lot may have direct access to Red Mountain Drive.

h. 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 Hyalite 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.

i. Addresses for all structures shall be clearly posted at the street-driveway intersection in reflective forms of no less than 4 inches in size.

j. Pets shall be controlled by each property owner, and not allowed to roam at large.

k. The Covenants shall not automatically terminate.

l. 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.

m. The 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.

n. 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, M.C.A.; Section 85-7-2212, M.C.A.; and Section 27-30-101, M.C.A.

o. Temporary erosion control measures shall be installed and continuously maintained for the duration of construction and the Lot Owner/Builder/Contractor shall adhere to construction best standards as identified in the MDEQ Water Quality Bureau "Montana Sediment and Erosion Control Manual."

p. 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.

q. 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.

r. 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 the water users and/or water conveyance facility's authorized representatives.

s. Neither the 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.

Article V. PROPERTY USE

Without limiting the applicability of the remaining provisions of the Master Covenants, for the purposes of property uses and restrictions within the Property, the Association, owners, and all lots within the Property shall be subject to the following related items 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.

Without limiting the foregoing, if any Lot Owner rents or leases a Lot and/or the improvements thereon, such Lot Owner shall comply with all applicable state, county, and local laws, regulations, and ordinances applicable to such property usage. The Lot Owner shall, promptly upon request by the Association or Master Association, provide a copy of any such required licenses or other approvals necessary to operate such Lot as a rental (short term or otherwise) or any similar lease arrangement for the Lot. If any Lot Owner cannot or refuses to provide such required documentation, or conducts the leasing/rental of the Lot in a manner nonconforming with standards set by the applicable governmental bodies, the Association or Master Association may take such action (including without limitation, the imposition of fines or fees), as the Association or Master Association deems necessary to remedy such failure to provide documentation or nonconformance, subject to the limitations imposed by the Covenants, Master Covenants, or applicable law.

Article VI. TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 6.01 TERM:

The term of the Covenants shall be perpetual and the 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 (10) year period.

Section 6.02 ENFORCEMENT:

Enforcement of the 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 the 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 the Covenants, the party in whose favor final judgment is rendered shall be entitled to their costs and reasonable attorney's fees incurred in such proceeding.

Section 6.03 WAIVER AND VARIANCE:

Failure of Declarant, the Association(s), or an owner, to enforce any provision herein shall not be deemed a waiver or prejudice the rights to later enforce such provision, or any other provision, or to collect damages for any subsequent breach of the Covenants. The waiver or approval of a variance of a provision by the Board, or non-action of the Association(s) or Declarant in the event of a violation of a provision by a particular owner or lot, shall not be deemed to waive the provision or enforcement thereof as against other owners or lots.

Section 6.04 CONVEYANCE:

The Property and lots thereon shall be subject to the Covenants, Bylaws, and Articles of Incorporation of the Associations, regardless of whether there exists a specific reference to the same in a deed or conveyance.

Section 6.05 CHANGE:

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

Section 6.06 NOTICES:

Notices, demands, or other communication required or permitted to be given hereunder shall be in writing. All such items shall be deemed to have been 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 p.m. Mountain Standard 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 (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 6.07 SEVERABILITY:

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

Section 6.08 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 6.09 CAPTIONS:

The captions to the Articles and Sections and the Table of Contents at the beginning of the 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 the Covenants.

Section 6.10 CONFLICTS IN LEGAL DOCUMENTS:

In case of conflicts between the Covenants and the Association Bylaws, the Covenants shall control. In case of conflicts between the Covenants and the Master Covenants, the Master Covenants shall control.

Section 6.11 EXHIBITS:

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

IN WITNESS WHEREOF, Declarants execute this Declaration as of this 20th day of October, 2021.

GOOCH HILL WEST, LLC
a Montana limited liability company

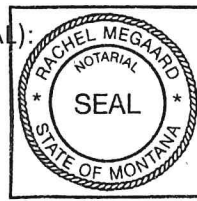
By: 
Kevin Cook, Managing Member

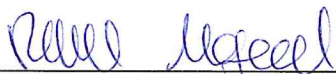
RBS DEVELOPMENT, LLC
a Montana limited liability company

By: 
Kevin Cook, Managing Member

STATE OF MONTANA)
 : ss.
County of Gallatin)

Acknowledged before me this 20th day of October, 2021 by Kevin Cook, as the Managing Member of Gooch Hill West, LLC, and as the Managing Member of RBS Development, LLC.

(SEAL):  RACHEL MEGAARD
NOTARY PUBLIC for the
State of Montana
Residing at Bozeman, Montana
My Commission Expires
March 15, 2023


Notary Public for the State of Montana

**Article VII. EXHIBIT A – WOODLAND PARK PHASES I, II, III, IV B, IV C & V SUBDIVISION
PLAT**

The Woodland Park Phases I, II, III, IV B, IV C & V Subdivision lots are as follows:

Lots 1 to 8, Block 5; Lots 1 to 7, Block 6; Lots 1 to 10, Block 7; Lots 1 to 8, Block 8; Lots 1 to 7, Block 9; Lots 1 to 5, Block 10 of Phase I

Lots 1 to 7, Block 11; Lots 1 to 8, Block 12; Lots 1 to 10, Block 13; Lots 1 to 8, Block 14; Lots 1 to 5, Block 15; and Lots 1 to 7, Block 16 of Phase II

Lots 1 to 6, Block 15; Lots 1 to 9, Block 16; Lots 1 to 8, Block 17; Lots 1 to 8, Block 18; Lots 1 to 5, Block 19; and Lots 1 to 7, Block 20 of Phase III

Lots 1 to 7, Block 21; Lots 1 to 12, Block 22; Lots 1 and 2, Block 23; and Lots 1 and 2, Block 24, of Phase V
Lots 6 to 20, Block 30; Lots 1 to 10, Block 31; Lots 1 to 8, Block 32, of Phase IV B

Lots 1-5, Block 30; Lots 1 to 9, Block 33; Lots 1 to 10, Block 34; Lots 1 to 10, Block 35; Lots 1 to 9, Block 36;
Lots 2 to 6, Block 37, of Phase IV C

[REMAINDER OF PAGE INTENTIONALLY BLANK. SUBDIVISION PLAT ATTACHED ON FOLLOWING PAGE]

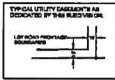
FINAL PLAN

WOODLAND PARK

A SUBDIVISION OF A PORTION OF LOT 1 AND LOT 2 OF MINOR SUBDIVISION No. 303 LOCATED IN THE WEST ONE-HALF OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN MONTANA, GALLATRY COUNTY, STATE OF MONTANA

THE PURPOSE OF THIS SURVEY IS TO CREATE A 10-LOT SUBDIVISION

THIS SURVEY WAS PERFORMED FOR 0000 HILL WEST, L.L.C. AND ROBERT D. BRENOCK



IMPACT FEES & FIRE PROTECTION NOTES
 Property owners are responsible for payment of any impact fees that may be assessed by the State of Montana or any other governmental entity. The fee schedule is available on the State of Montana website at www.mt.gov.
 Property owners are required to pay the Fire Protection Fee as required by the State of Montana.

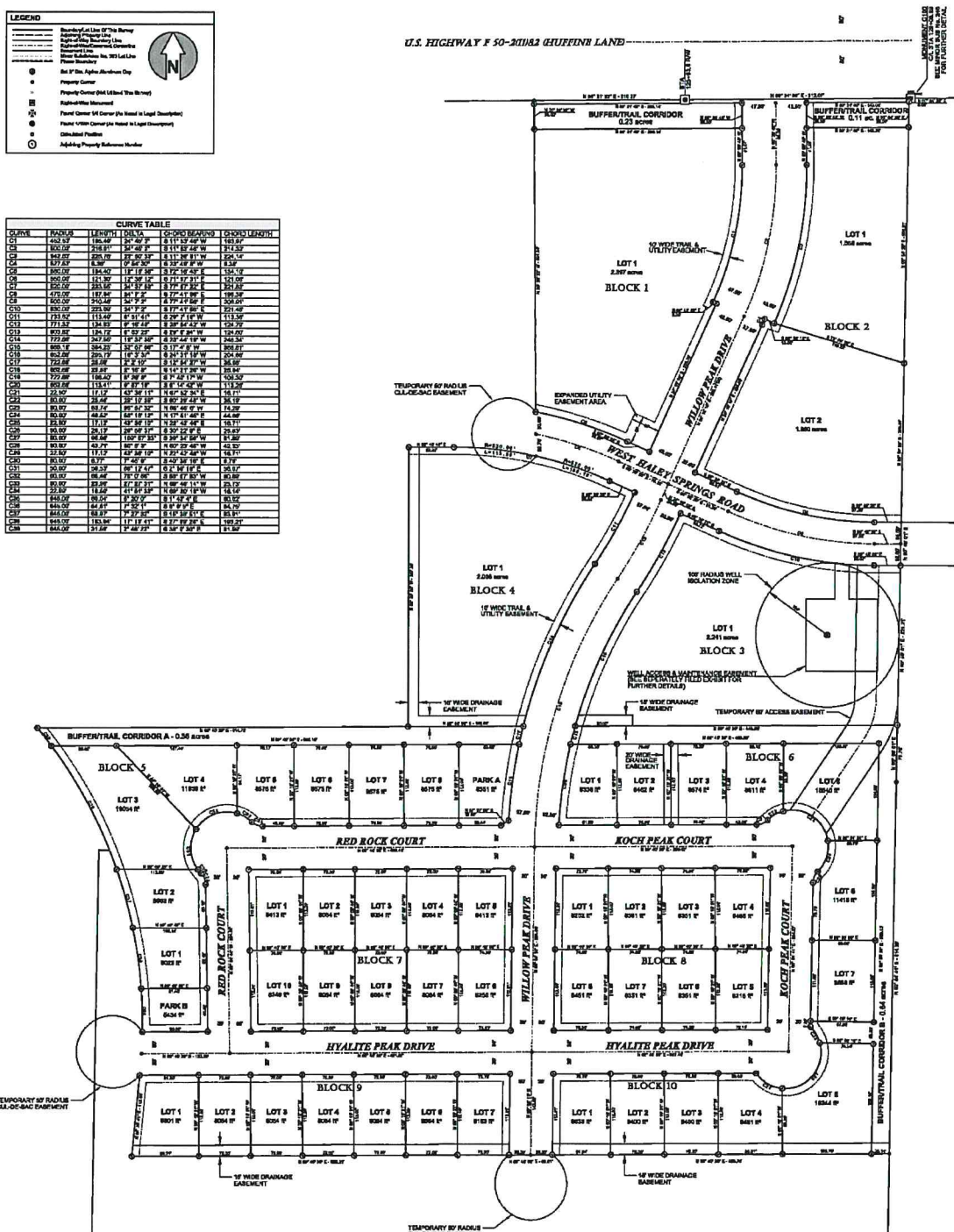
LOT ACCESS REQUIREMENTS
 Subdivided lot access from County roads shall be built to the standards of Section 102.02 of the Montana County Road Manual. All access roads shall be paved to meet the standards of Section 102.02 of the Montana County Road Manual. All access roads shall be at least 10 feet wide from the centerline to the edge of the road. A 10-foot 200-psi concrete curb shall be set back 10 feet from the edge of the road. All access roads shall be approved by the County Engineer.

LEGEND

- Boundary Line of This Survey
- Right-of-Way Line
- Subdivision Corner
- Survey Station
- Property Control
- Property Owner (Not Listed Was Not)
- Subdivision Easement
- Point of Beginning (As Shown in Legal Description)
- Point of Beginning (As Shown in Legal Description)
- Disputed Position
- Adjoining Property Reference Marker

U.S. HIGHWAY F 50-2012A (GUFFENS LAND)

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	CHORD LENGTH
C01	440.23	158.04	157.99	S 11° 52' 40" W	158.07
C02	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C03	440.23	158.04	157.99	S 11° 52' 40" W	158.07
C04	440.23	158.04	157.99	S 11° 52' 40" W	158.07
C05	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C06	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C07	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C08	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C09	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C10	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C11	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C12	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C13	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C14	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C15	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C16	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C17	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C18	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C19	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C20	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C21	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C22	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C23	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C24	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C25	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C26	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C27	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C28	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C29	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C30	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C31	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C32	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C33	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C34	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C35	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C36	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C37	302.00	218.91	157.99	S 11° 52' 40" W	158.07
C38	302.00	218.91	157.99	S 11° 52' 40" W	158.07



DATE OF SURVEY: 06/20/2024
 QUANTITY: 10 LOTS
 SCALE: 1" = 111.76'

PHASE 1 LAYOUT

R. DALE BELAND, LLC
 PLANNING CONSULTANT
 montana@rdbllc.com

HYALITE
 SURVEYING, PLLC
 1111 UNIVERSITY AVENUE, SUITE 100
 MISSOULA, MT 59801
 WWW.HYALITESURVEYING.COM

1/4" 1/2" 3/4" 1" 1 1/2" 2" 3" 4" 6" 8" 12" 18" 24" 36" 48" 60" 72" 96" 120" 144" 180" 216" 240" 288" 360" 480" 600" 720" 840" 960" 1080" 1200"

ALPINE
 SURVEYING, INC.

1970 Shields Drive,
 Suite B
 Bozeman, MT 59715
 409.5500 Office
 409.4400 Fax

PROJECT SURVIVOR: MH
 SHEET: 2 of 2
 DRAWN BY: TD
 WOODLAND
 REVIEWED BY: MH
 DATE: 8-12-13 PROJECT NO. 89141

AMENDED FINAL PLAT

WOODLAND PARK - PHASE IA

A SUBDIVISION OF LOT 1, BLOCK 3 AND A REARRANGEMENT OF LOTS 1 AND 2 OF WOODLAND PARK SUBDIVISION PHASE I, LOCATED IN THE WEST ONE-HALF OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 3 EAST, PRINCIPAL MERIDIAN MONTANA, GALLATIN COUNTY, STATE OF MONTANA.

THE PURPOSE OF THIS SURVEY IS TO CREATE A SPLIT SUBDIVISION OF LOT 1 OF BLOCK 3 AND TO REARRANGE THE BOUNDARIES OF LOTS 1 & 2 OF BLOCK 8 IN ORDER TO ADD THE CONDOMINIUM SPACE. THIS SURVEY WAS PERFORMED FOR GOOD HILLVIEW, L.L.C.

IMPACT FEES & FINE PROTECTION NOTES

Planning and construction of proposed improvements will be subject to the applicable Ordinance, Resolution, or other regulatory instrument. The applicant shall be responsible for determining the applicable fee schedule and for providing the necessary funds to cover the cost of such improvements. This plat is subject to the fees established by the applicable Ordinance, Resolution, or other regulatory instrument. The applicant shall be responsible for providing the necessary funds to cover the cost of such improvements.

LOT ACCESS REQUIREMENTS

Access to all lots shall be maintained at all times. The applicant shall be responsible for providing the necessary funds to cover the cost of such improvements. This plat is subject to the fees established by the applicable Ordinance, Resolution, or other regulatory instrument. The applicant shall be responsible for providing the necessary funds to cover the cost of such improvements.

CERTIFICATE OF DESIGNATION

We, the undersigned, hereby certify that we have read the above and certify that the same is a true and correct copy of the original as recorded in the Office of the County Clerk, Gallatin County, Montana.

AREA 1

A Tract of land being Lot 1, Block 3 of Phase I of Woodland Park Subdivision, located in the West One-Half of Section 17, Township 2 South, Range 3 East, Principal Meridian, Montana, containing approximately 1.71 Acres, more or less.

Surveyed by G.H. Hillview, L.L.C. and others. The boundaries of this area are as shown on the attached plan. The area is being designated as a residential subdivision. The boundaries of this area are as shown on the attached plan. The area is being designated as a residential subdivision.

AREA 2

A Tract of land being Lot 1 & 2 of Block 3 of Phase I of Woodland Park Subdivision, located in the West One-Half of Section 17, Township 2 South, Range 3 East, Principal Meridian, Montana, containing approximately 3.42 Acres, more or less.

Surveyed by G.H. Hillview, L.L.C. and others. The boundaries of this area are as shown on the attached plan. The area is being designated as a residential subdivision. The boundaries of this area are as shown on the attached plan. The area is being designated as a residential subdivision.

CERTIFICATE OF COUNTY COMMISSIONER

I, _____, Chairman of the Board of County Commissioners, Gallatin County, Montana, do hereby certify that the above is a true and correct copy of the original as recorded in the Office of the County Clerk, Gallatin County, Montana.

CERTIFICATE OF COUNTY TREASURER

I, _____, Treasurer of Gallatin County, Montana, do hereby certify that the above is a true and correct copy of the original as recorded in the Office of the County Clerk, Gallatin County, Montana.

CERTIFICATE OF DIRECTOR OF PUBLIC WORKS

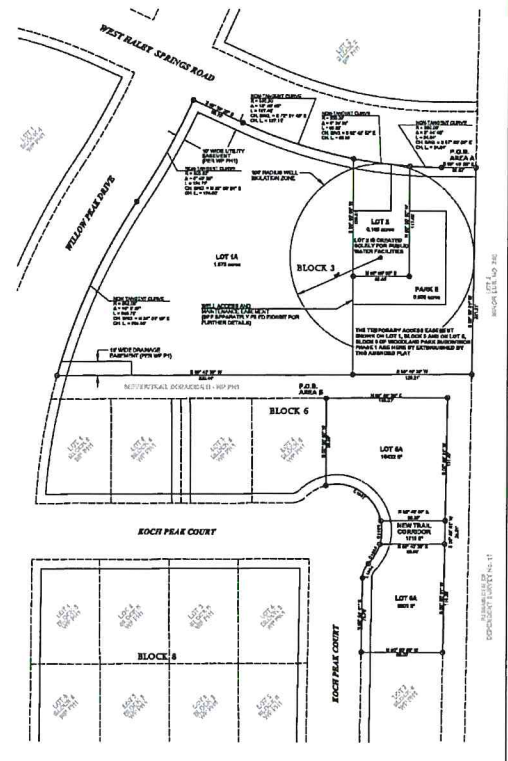
I, _____, Director of Public Works, Gallatin County, Montana, do hereby certify that the above is a true and correct copy of the original as recorded in the Office of the County Clerk, Gallatin County, Montana.

CERTIFICATE OF SURVEYOR

I, _____, a Registered Professional Land Surveyor, do hereby certify that the above is a true and correct copy of the original as recorded in the Office of the County Clerk, Gallatin County, Montana.

CERTIFICATE OF GLENN AND RECORDS

I, _____, County Clerk and Recorder, Gallatin County, Montana, do hereby certify that the above is a true and correct copy of the original as recorded in the Office of the County Clerk, Gallatin County, Montana.



GRANT OF EASEMENTS

The herein alleged property owners hereby grant, sell, and assign, to the holder of this plat, an easement in and to the property described in this plat, for the purposes and uses set forth herein.

CERTIFICATE OF FINANCER

I, _____, a duly licensed and authorized representative of the lender, do hereby certify that the above is a true and correct copy of the original as recorded in the Office of the County Clerk, Gallatin County, Montana.

CERTIFICATE OF DEFENSE FOR PARK AREA II, TRAIL, CONDOMINIUM AND LOTS 1A, 2, 3, 4 & 5

We hereby certify that the above is a true and correct copy of the original as recorded in the Office of the County Clerk, Gallatin County, Montana. We further certify that the above is a true and correct copy of the original as recorded in the Office of the County Clerk, Gallatin County, Montana.



LEGEND

Red line: Boundary Line of the Survey

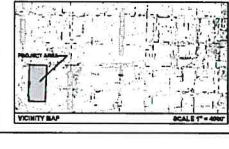
Black line: Boundary Line of the Block

Blue line: Boundary Line of the Lot

Green line: Boundary Line of the Easement

Yellow line: Boundary Line of the Condo Unit

Orange line: Boundary Line of the Other Unit



SUBDIVISION AREA - PHASE IA

Item	Area
Park Lot 1	0.850 Acres
Condominium Lot	0.850 Acres
Block 3	3.420 Acres
Block 6	3.420 Acres
Block 8	3.420 Acres
Other	0.850 Acres
Total	13.760 Acres

HYALITE PROFESSIONAL LAND SURVEYORS

1473 South 2nd St., Suite 100, Helena, MT 59601

ALPINE SURVEYING

1021 Madison Ave., Helena, MT 59601

PROJECT SURVEYOR: J.H. WYATT

OWNER: G.H. HILLVIEW, L.L.C.

REVIEWED BY: J.H. WYATT

DATE: 02/14/2023

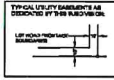
SHEET 1 of 1

FINAL PLAT

WOODLAND PARK

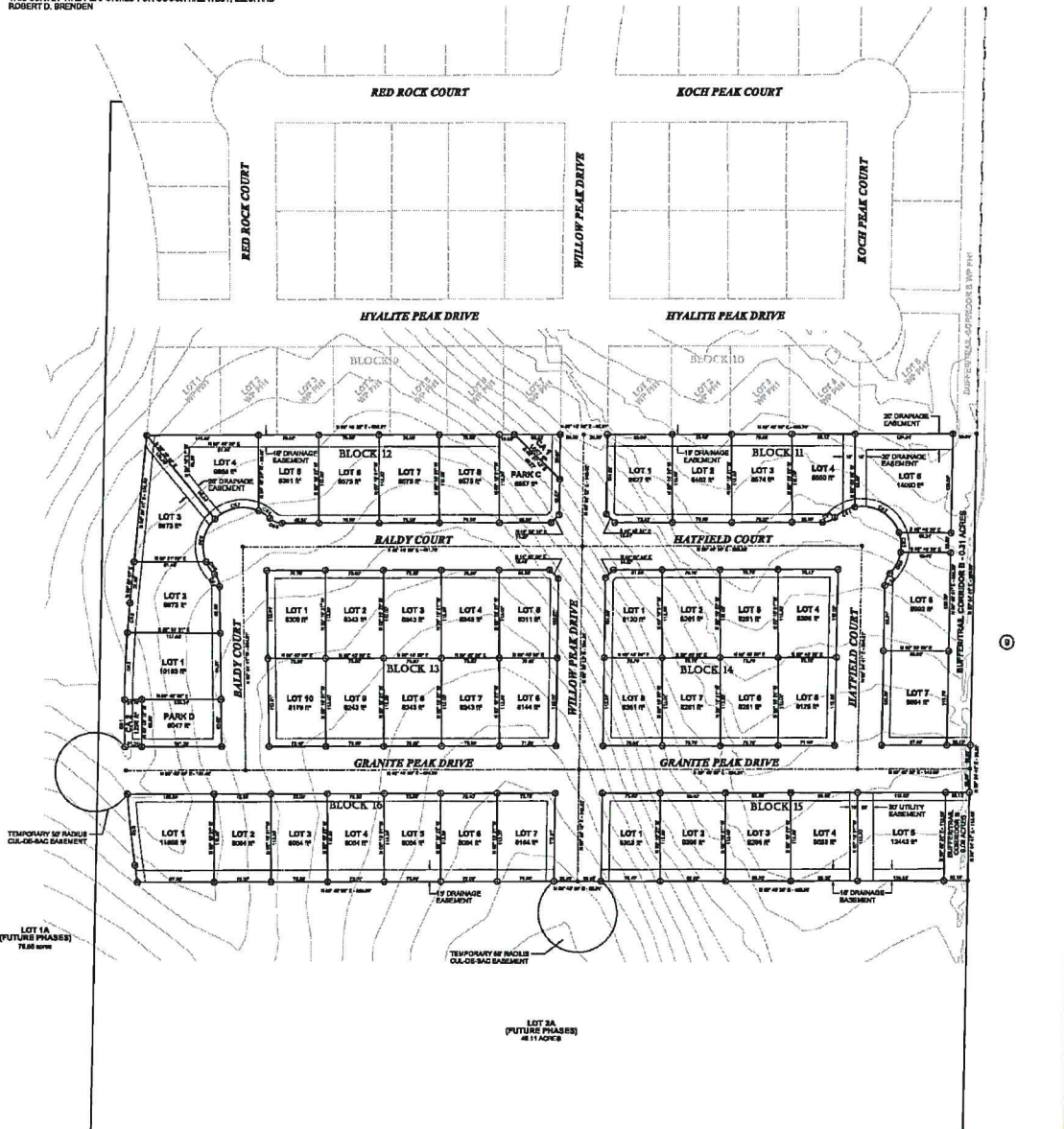
A SUBDIVISION OF A PORTION OF LOT 1 AND LOT 2 OF MINOR SUBDIVISION No. 383 LOCATED IN THE WEST ONE-HALF OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 8 EAST, PRINCIPAL MERIDIAN MONTANA, GALLATIN COUNTY, STATE OF MONTANA.

THE PURPOSE OF THIS SURVEY IS TO CREATE A 46-LOT SUBDIVISION
THIS SURVEY WAS PERFORMED FOR 0000H HILL WEST, LLC, AND ROBERT D. BRENGER



IMPACT FEES & FIRE PROTECTION NOTES
Property owners are responsible for payment of any impact fees that may be assessed by the County or other governmental entities. Utility impact fees shall be determined by data sheet and any relevant District Utility Fee Schedule.
All fire hydrants are subject to the Fire Protection Plan approved by the Fire Department.

LOT ACCESS REQUIREMENTS
It is intended that access from County public roads shall be maintained to the abutting lots. Access to the lots from County public roads shall be maintained. All proposed easements shall be shown in any documents that may be recorded. All proposed easements shall be shown in any documents that may be recorded. All proposed easements shall be shown in any documents that may be recorded. All proposed easements shall be shown in any documents that may be recorded.



LEGEND

- Boundary Line of This Survey
- Adjoining Property Lines
- Right-of-Way Boundary Lines
- Utility Easement Lines
- Other Easement Lines
- Other Subdivision No. 383 Lot Lines
- Other Subdivision No. 383 Easement Lines
- 1/2 in. Radius Arcs
- Property Center
- Property Corner (Not Limited This Survey)
- Right-Angle Measurement
- Plat or Corner (As Shown in Legal Description)
- Plat or Corner (As Shown in Legal Description)
- Corner Point
- Adjoining Property Reference Number
- W.P.M. Woodland Park Phase I
- General Notes
- P.S.B. Point of Beginning

CURVE TABLE

CURVE	BEARING	DELTA	CHORD	TANGENT TO CHORD	CHORD TO TANGENT	CHORD LENGTH
C1	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C2	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C3	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C4	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C5	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C6	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C7	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C8	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C9	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C10	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C11	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C12	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C13	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C14	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C15	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C16	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C17	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C18	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C19	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'
C20	N111°10'00"W	121.10°	100.00'	100.00'	100.00'	100.00'

SUBDIVISION AREAS - PHASE II

Park Land/Trail Corridor/CA	0.751 acres
Residential Lots	5.189 acres
Non-Residential Lots	0 acres
Road Right-of-Way	3.288 acres
Total	9.228 acres

BASE OF BEARING
Quadrant North is
Azimuth 02° 25' 00" Position
Lat. N 49° 45' 00" E
Long. W 111° 00' 00" E

PHASE 2 LOT LAYOUT

R. DALE BELAND, LLC
PLANNING CONSULTANT
montana@brw.com

HYALITE
SURVEYING, PLLC
1110 12TH STREET S.W. SUITE 100
BILLINGS, MONTANA 59102
WWW.HYALITESURVEYING.COM

NO.	SEC.	T.	R.	NO.	SEC.	T.	R.
17	28	E.	8.				

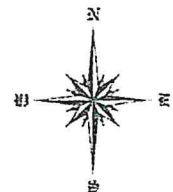
ALPINE
SURVEYING, INC.
1670 Southline Drive,
Suite B
Bozeman, MT 59715
701.550.0300
508.4400 Fax

PROJECT SURVEYOR: NH
DRAWN BY: TO
REVIEWED BY: NH
DATE: 7.26.14 PROJECT NO. 80141

SHEET
2 of 2
WOODLAND
80141

FINAL PLAT

FINAL PLAT OF WOODLAND PARK MAJOR SUBDIVISION-PHASE 3 A SUBDIVISION OF 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, PRINCIPLE MERIDIAN MONTANA, GALLATIN COUNTY, STATE OF MONTANA.



PURPOSE OF PLAT:
DIRECTED BY GUYTON ANDERSON
THE GUYTON REAL ESTATE CORPORATION
6020 W. WIDE, LLC 20020070 DORCH

- NOTES:**
1. Property Owners are responsible for payment of utility costs and shall be liable for payment of same if not paid by the date of recording in GALLATIN COUNTY REGISTER.
 2. Property owners are subject to the Prothonotary Plat approved by the RAZ for this area.
 3. The plat of record from County records shall be built to the standards of Section 17-2-3 of the Gallatin County Subdivision regulations, and all other applicable laws shall be enforced there by permit. Each lot access is to be a road meeting the 175 feet from the nearest abutting County Road.
 4. A Survey Notice Plat shall be recorded in the Clerk and County Board's records and copies shall be sent to the RAZ and County Clerk.

5. All corners shall be marked by 1/2" x 1/2" x 1/2" iron pins or by other approved methods.
6. Property owners shall be responsible for the maintenance of the plat and shall be liable for the cost of the same.



- 1. TO BE BOUND BY SURVEY BY THE REGISTERED AS DESCRIBED
- 2. US PUBLIC LANDS SURVEY SYSTEM, SECTION CORNER PLACEMENT AS DESCRIBED
- 3. FOUND BY THE REGISTERED AS DESCRIBED
- 4. FOUND BY THE REGISTERED AS DESCRIBED
- 5. SET BY THE REGISTERED AS DESCRIBED
- 6. SET BY THE REGISTERED AS DESCRIBED
- 7. FOUND BY THE REGISTERED AS DESCRIBED
- 8. FOUND BY THE REGISTERED AS DESCRIBED
- 9. FOUND BY THE REGISTERED AS DESCRIBED
- 10. FOUND BY THE REGISTERED AS DESCRIBED
- 11. FOUND BY THE REGISTERED AS DESCRIBED
- 12. FOUND BY THE REGISTERED AS DESCRIBED
- 13. FOUND BY THE REGISTERED AS DESCRIBED
- 14. FOUND BY THE REGISTERED AS DESCRIBED
- 15. FOUND BY THE REGISTERED AS DESCRIBED
- 16. FOUND BY THE REGISTERED AS DESCRIBED
- 17. FOUND BY THE REGISTERED AS DESCRIBED
- 18. FOUND BY THE REGISTERED AS DESCRIBED
- 19. FOUND BY THE REGISTERED AS DESCRIBED
- 20. FOUND BY THE REGISTERED AS DESCRIBED

QUALITY SURVEY AREA - 1/4 SECTION 17	ACRES
Block 16	0.85
Block 17	0.77
Block 18	0.88
Block 19	0.88
Block 20	0.88
TOTAL	4.26

LOT	ACRES	DIAMETER
16-1	0.17	20.00
16-2	0.17	20.00
16-3	0.17	20.00
16-4	0.17	20.00
16-5	0.17	20.00
16-6	0.17	20.00
16-7	0.17	20.00
16-8	0.17	20.00
16-9	0.17	20.00
16-10	0.17	20.00
16-11	0.17	20.00
16-12	0.17	20.00
16-13	0.17	20.00
16-14	0.17	20.00
16-15	0.17	20.00
16-16	0.17	20.00
16-17	0.17	20.00
16-18	0.17	20.00
16-19	0.17	20.00
16-20	0.17	20.00

CURVE	BEARING	INDICATED	CHORD LENGTH	TANGENT BEARING	TO CORNER
C1	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C2	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C3	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C4	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C5	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C6	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C7	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C8	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C9	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C10	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C11	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C12	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C13	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C14	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C15	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C16	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C17	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C18	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C19	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11
C20	S 89° 59' 59" W	11.11	11.11	S 89° 59' 59" W	11.11

BASIS OF BEARING
GUYTON ANDERSON
GUYTON ANDERSON
17° N 89° 59' 59" W

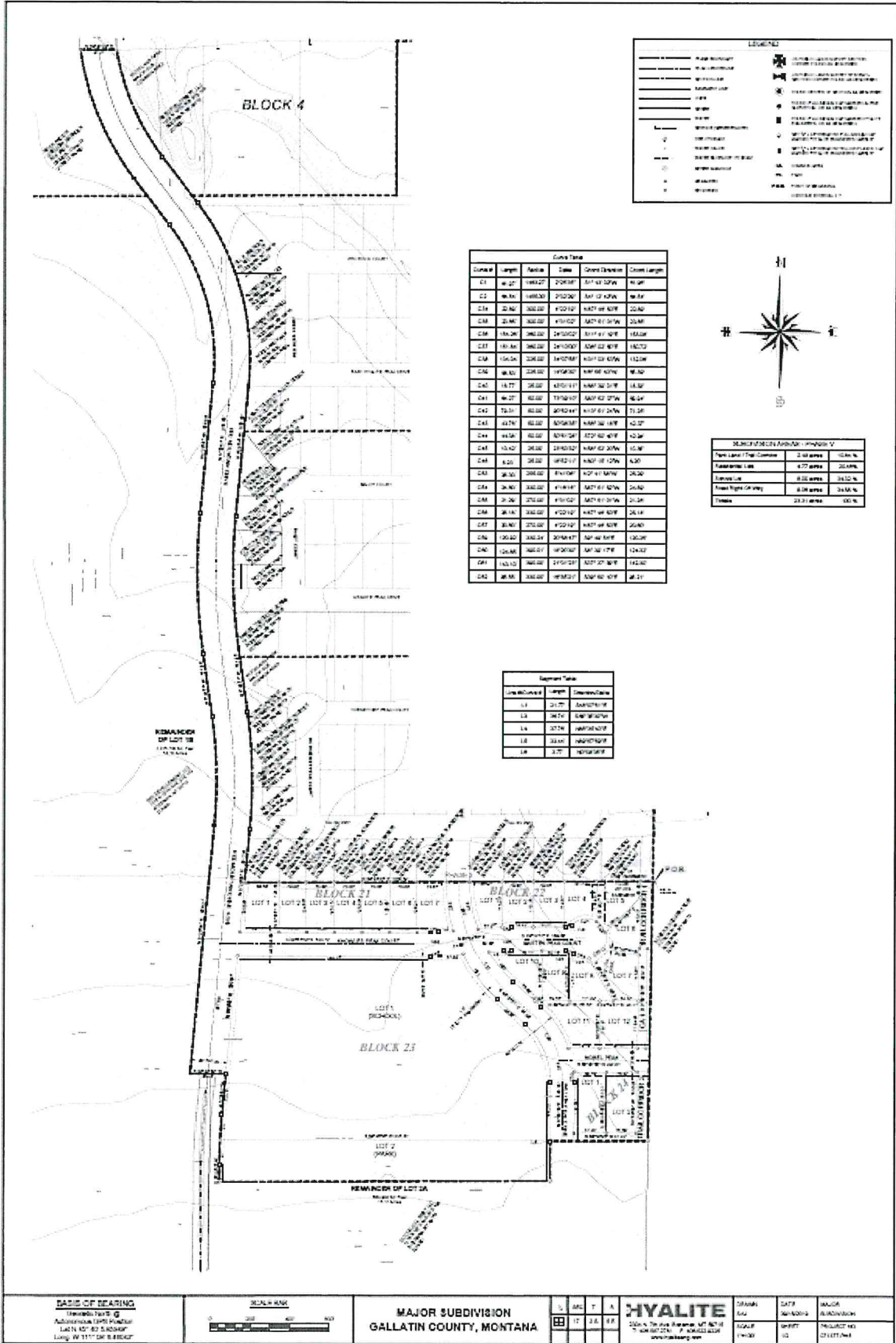
SCALE BAR
0 10 20 30 40
FEET

MAJOR SUBDIVISION
GALLATIN COUNTY, MONTANA

17 **17** **17** **17** **17** **17**
17 **17** **17** **17** **17** **17**



DATE 08/21/2012
SCALE AS SHOWN
MAJOR SUBDIVISION WOODLAND PARK
OWNER GUYTON ANDERSON

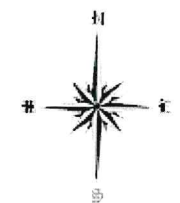


LEGEND

- Property Boundary (solid line)
- Unimproved (dashed line)
- Utility Line (dotted line)
- Right-of-Way (thick solid line)
- Stream (wavy line)
- Water (blue area)
- Other (dotted line)
- Survey Control Point (circle with cross)
- Survey Station (circle with dot)
- Survey Boundary (dashed line)
- Section Line (dotted line)
- Section Corner (circle with dot)
- Section Boundary (dashed line)
- Section Corner (circle with dot)
- Section Boundary (dashed line)

Curve Data

Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C1	46.27	1883.27	238.58	517.07 25%	91.98
C2	46.34	1883.36	232.26	517.07 25%	91.98
C3	25.64	1033.02	170.12	457.46 25%	25.64
C4	25.64	1033.02	170.12	457.46 25%	25.64
C5	116.24	468.82	140.02	317.41 25%	116.24
C6	116.24	468.82	140.02	317.41 25%	116.24
C7	116.24	468.82	140.02	317.41 25%	116.24
C8	116.24	468.82	140.02	317.41 25%	116.24
C9	48.83	1996.02	119.83	467.92 25%	48.83
C10	18.77	768.02	63.01	467.92 25%	18.77
C11	46.27	1883.27	238.58	517.07 25%	91.98
C12	75.31	1033.02	170.12	617.07 25%	75.31
C13	44.79	1883.27	238.58	467.92 25%	44.79
C14	44.79	1883.27	238.58	467.92 25%	44.79
C15	15.42	583.02	126.02	467.92 25%	15.42
C16	15.42	583.02	126.02	467.92 25%	15.42
C17	48.83	1996.02	119.83	467.92 25%	48.83
C18	34.80	1342.02	118.88	467.92 25%	34.80
C19	34.26	1372.02	119.02	467.92 25%	34.26
C20	48.16	1342.02	118.88	467.92 25%	48.16
C21	48.80	1372.02	119.02	467.92 25%	48.80
C22	150.60	332.24	30.88	467.92 25%	150.60
C23	124.80	446.02	46.88	467.92 25%	124.80
C24	143.12	446.02	46.88	467.92 25%	143.12
C25	48.80	1342.02	118.88	467.92 25%	48.80



SUMMARY TABLE

Total Curve Length	Total Area	Total Volume
2.84 miles	104.8%	104.8%
4.77 acres	20.8%	20.8%
6.88 acres	34.3%	34.3%
6.08 acres	34.3%	34.3%
Total	24.3 acres	104.8%

Segment Table

Segment	Length	Direction
S1	21.77	S45°15'18"W
S2	36.74	S45°15'18"W
S3	17.76	S45°15'18"W
S4	33.66	S45°15'18"W
S5	17.77	N20°18'30"E

BASE OF BEARING
 Town: T4S R12E S4
 Address: 1455 14th St SW
 Lot: 15 1/4 of S4SW
 Long: W 117°08'58.88E



MAJOR SUBDIVISION
GALLATIN COUNTY, MONTANA

12	2.8	0.8
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HYALITE
 300 N. Third Street, Helena, MT 59601
 Phone: (406) 443-2300
www.hyalite.com

DATE	10/10/14	SCALE	AS SHOWN
BY	JMT	CHECKED	JMT
APPVED	JMT	DATE	10/10/14

FINAL PLAT OF WOODLAND PARK MAJOR SUBDIVISION-PH 4C

A PORTION OF LOT 1B OF THE FINAL PLAT OF WOODLAND PARK PHASE 4A (J-614), LOCATED IN THE WEST ONE-HALF OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN, MONTANA, GALLATIN COUNTY, STATE OF MONTANA.

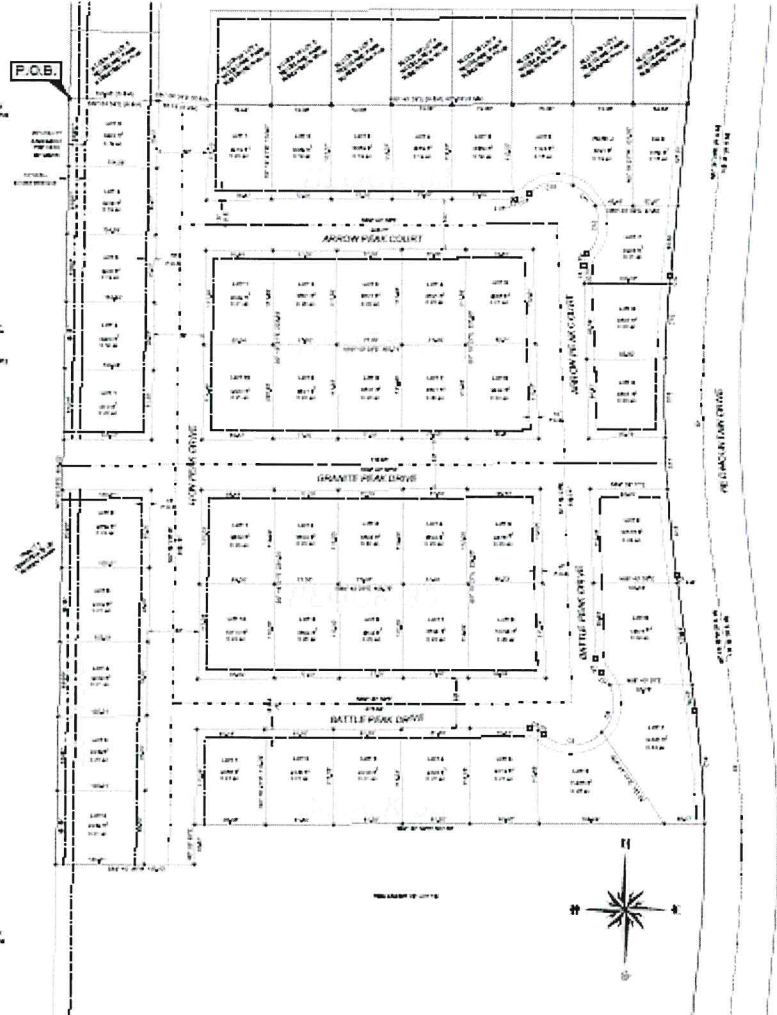
P.O.B.

CERTIFICATE OF DEDICATION

The undersigned hereby certifies that the above described land is to be used for the purposes stated herein and that the same is being dedicated to the public use of the State of Montana, to wit: for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

The above described road is located in the West One-Half of Section 17, Township 2 South, Range 5 East, Principal Meridian, Montana, Gallatin County, and is being dedicated to the public use of the State of Montana, to wit: for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

The above described road is located in the West One-Half of Section 17, Township 2 South, Range 5 East, Principal Meridian, Montana, Gallatin County, and is being dedicated to the public use of the State of Montana, to wit: for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.



CERTIFICATE OF RECORDING

The undersigned hereby certifies that the above described land is being recorded for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

The above described road is located in the West One-Half of Section 17, Township 2 South, Range 5 East, Principal Meridian, Montana, Gallatin County, and is being dedicated to the public use of the State of Montana, to wit: for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

CERTIFICATE OF COUNTY COMMISSIONERS

I, the undersigned, County Commissioners of Gallatin County, Montana, do hereby certify that the above described land is being recorded for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

The above described road is located in the West One-Half of Section 17, Township 2 South, Range 5 East, Principal Meridian, Montana, Gallatin County, and is being dedicated to the public use of the State of Montana, to wit: for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, Treasurer of Gallatin County, Montana, do hereby certify that the above described land is being recorded for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

The above described road is located in the West One-Half of Section 17, Township 2 South, Range 5 East, Principal Meridian, Montana, Gallatin County, and is being dedicated to the public use of the State of Montana, to wit: for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

CERTIFICATE OF CLERK AND RECORDER

I, the undersigned, Clerk and Recorder of Gallatin County, Montana, do hereby certify that the above described land is being recorded for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

The above described road is located in the West One-Half of Section 17, Township 2 South, Range 5 East, Principal Meridian, Montana, Gallatin County, and is being dedicated to the public use of the State of Montana, to wit: for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

- PUBLIC LAND SURVEY SECTION CORNER FOUND AS DESCRIBED
- PUBLIC LAND SURVEY SECTION CORNER FOUND AS DESCRIBED
- POINT OF BEGINNING OF PUBLIC LAND SURVEY
- POINT OF BEGINNING OF PUBLIC LAND SURVEY
- CALCULATED POINTS WITHIN ART

NOTICE

The undersigned hereby certifies that the above described land is being recorded for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

The above described road is located in the West One-Half of Section 17, Township 2 South, Range 5 East, Principal Meridian, Montana, Gallatin County, and is being dedicated to the public use of the State of Montana, to wit: for the purpose of providing for the use of the same as a public road and for the purpose of providing for the use of the same as a public utility.

SECTION	WIDTH	DEPTH
17	660.00	660.00
18	660.00	660.00
19	660.00	660.00

SECTION	WIDTH	DEPTH	AREA	PERCENT	SECTION	WIDTH	DEPTH	AREA	PERCENT
17	660.00	660.00	435600.00	100.00	18	660.00	660.00	435600.00	100.00
18	660.00	660.00	435600.00	100.00	19	660.00	660.00	435600.00	100.00
19	660.00	660.00	435600.00	100.00	20	660.00	660.00	435600.00	100.00

<p>MAJOR SUBDIVISION</p> <p>WOODLAND PARK MAJOR SUBDIVISION-PH 4C</p>	<p>SCALE BAR</p> <p>0 40 80 120</p>	<p>HYALITE</p> <p>ENGINEERS & ARCHITECTS</p> <p>1000 10TH AVENUE S.W.</p> <p>BOZEMAN, MONTANA 59717</p>	<p>DATE</p> <p>10/15/2024</p>	<p>BLANK</p> <p>REVISION</p>
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Article VIII. EXHIBIT B - WOODLAND PARK PHASES I, II, III, IV B, IV C & V 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, III, IV B, IV C & V which includes the following:

- For development of non-residential uses (B-1 and M-I 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 IFC (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., the minimum flow and duration shall meet the requirements set forth in Table H.5.1 of the UFC, and shall meet the current edition of the Fire Code adopted by the State of Montana for construction methods, i.e. fire walls, etc. or utilize approved automatic sprinkler systems compliant with the most current edition of the applicable NFPA 13 standard.

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

Plan Conditions:

1. Where review or approval of any fire protection requirement is to be performed by the Hyalite Fire District (HFD), another qualified authority or expert, approved by the HFD, 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 HFD.
3. Credit for the use of existing fire protection water supply features may be considered by the HFD provided the feature meets the current applicable Gallatin County Fire Council fire protection standards and be approved by the HFD. A written plan shall be provided to and approved by the HFD 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 HFD. 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 HFD. The HFD

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 HFD.

4. Residential structures exceeding 3,600 square feet in area or 25 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 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.
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 HFD. The HFD 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 HFD. 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 HFD. 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 HFD-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 HFD 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 HFD 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 HFD. 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 HFD 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 HFD.
17. Fire protection sprinkler/fire alarm project tracking process will be required by the HFD 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 HFD. 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 HFD. A fee schedule shall be determined by the HFD. In lieu of a plans review fee and at the discretion of the HFD, the HFD may require a third-party review (selected by the HFD) 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 HFD 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 HFD, by a PE and the subdivider or property owner that all fire protection requirements have been met prior to final occupancy. The HFD shall be permitted to witness the checklist inspections required in this section. The subdivider or property owner shall provide the HFD 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 HFD.
18. If the builder or home owner 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.
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 HFD.

- a) The HFD 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 HFD or by a PE licensed in Montana. If a PE is to be used, a report shall be submitted, in writing, to the HFD 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 HFD.

- 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 HFD: 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 HFD, turnouts shall be designed and constructed every 300 feet along the driveway's length.

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.

2021-205

RESOLUTION NO. 205

West Granite Peak Drive

RESOLUTION OF ROAD NAME CHANGE IN GALLATIN COUNTY

THIS RESOLUTION was introduced by Lauren Wilcox, Gallatin County GIS. Commissioner BROWN moved to adopt the resolution and the motion was seconded by Commissioner MACFARLANE. The resolution was adopted UNANIMOUSLY. COMMISSIONER SKINNER WAS EXCUSED.

WHEREAS, this resolution is adopted in accordance with Gallatin County **Resolution 2002-17**;

WHEREAS, local fire and law enforcement officials have been notified and afforded the opportunity to provide input on whether the road in question has a locally accepted name;

WHEREAS, the GIS Office has determined that the proposed road name does not exist elsewhere in the county, incorporated cities, towns, or communities, in Gallatin County;

WHEREAS, the petition requested that Granite Peak Drive in the Woodland Park Phase 4C subdivision be renamed West Granite Peak Drive.

WHEREAS, on December 20th, 2021 a Notice of Public Meeting was mailed to each Landowner with access off; or address assignment on; or along the road to be changed providing Notice of the Public Meeting scheduled for December 28th, 2021

WHEREAS, a Notice of Hearing was published by the GIS Department in the Bozeman Daily Chronicle on December 19th, 2021 and December 26th, 2021;

NOW THEREFORE BE IT RESOLVED, the following existing road name shall be changed in Gallatin County.

Existing Road Name(s): Granite Peak Drive

New Road Name: West Granite Peak Drive

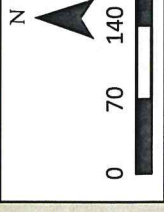
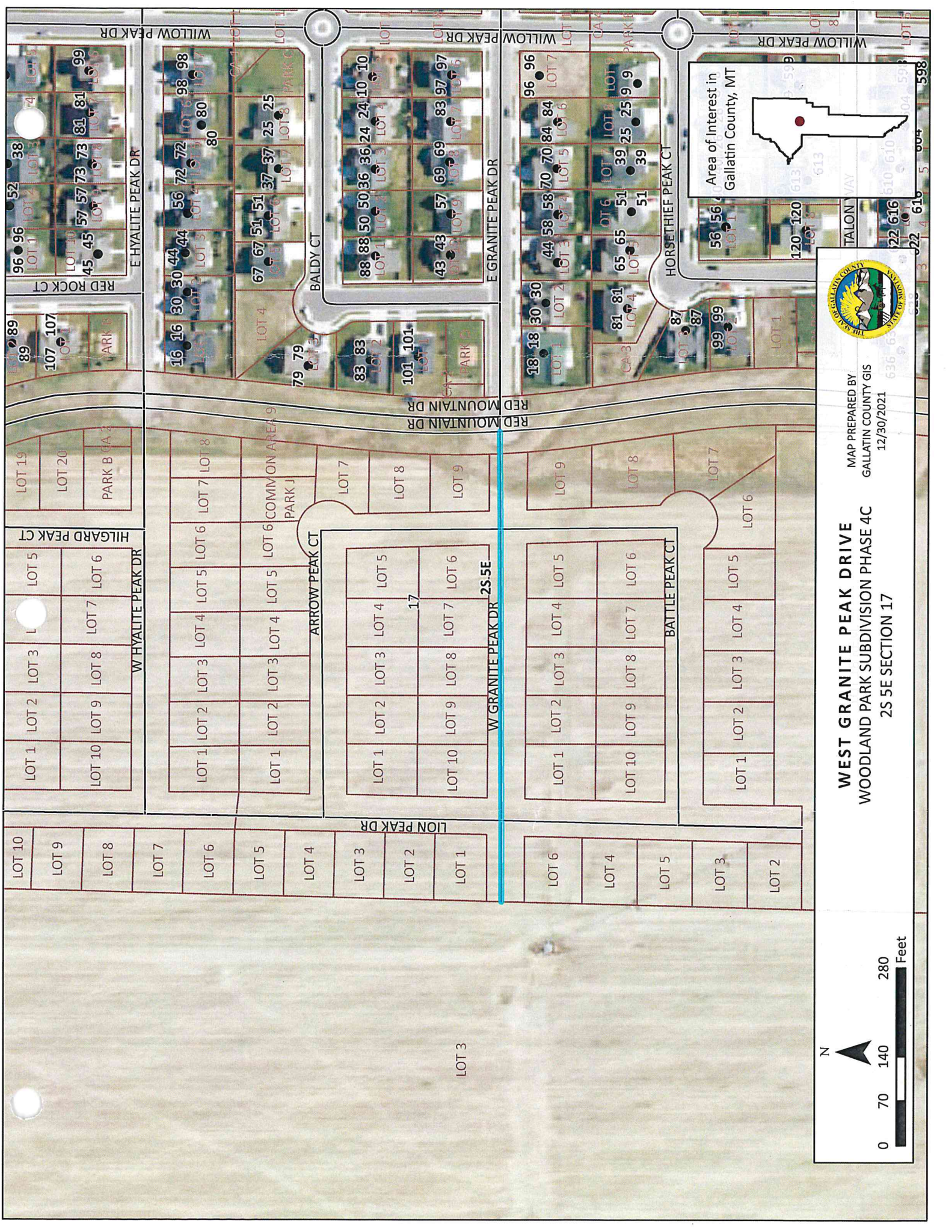
Dated this 28th day of December, 2021

BOARD OF COUNTY COMMISSIONERS
GALLATIN COUNTY


Chair

ATTEST: 

Eric Semerad
Clerk and Recorder
Gallatin County



WEST GRANITE PEAK DRIVE
WOODLAND PARK SUBDIVISION PHASE 4C
2S 5E SECTION 17

MAP PREPARED BY
 GALLATIN COUNTY GIS
 12/30/2021

