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Woodland
Park Master
Covenants

October 7,

2013

**MASTER DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR WOODLAND PARK MAJOR
SUBDIVISION**

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR WOODLAND PARK MAJOR SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODLAND PARK MAJOR SUBDIVISION ("Master Covenants") is made this ____ day of _____, 2013 by GOOCH HILL WEST, LLC, a Montana limited liability company, and ROBERT D. BRENDEN (collectively "Declarant").

These Master Covenants impose upon the Property (as defined in Article I below) mutually beneficial restrictions for the benefit of the owners of each portion of the Property, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property.

All of the Property described in Exhibit A of these Master Covenants and any additional property subjected to these Master Covenants by Supplemental Covenants (as defined in Article I below) shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with title to the real property subjected to these Master Covenants. These Master Covenants shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

Article I. DEFINITIONS

The terms in these covenants and the Exhibits to these covenants shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below:

1.1 Annual Meeting. The annual meeting of the Master 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 fifty-one percent (51% of the total votes of the membership shall constitute a quorum.

1.2 Articles of Incorporation or Articles. The Articles of Incorporation of the Master Association, as filed with the State of the Montana, as they may be amended from time to time.

1.3 Base Assessment. Assessments levied in accordance with Section 11.2 of these Master Covenants.

1.4 Board of Directors or Master Board. The body responsible for administration of the Master Association, selected as provided in the By-Laws and serving as the board of directors under Montana corporate law.

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

1.6 Builder. Any Person which purchases one or more lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person's business and who is approved and designated in writing by the Declarant as a "Builder" under these Master Covenants.

1.7 By-Laws. The By-Laws of the Master Association, as amended from time to time.

1.8 Class "A". Class "A" Members shall be all Owners including the Declarant. Class "A" Members shall have one equal vote for each lot in which they hold the interest required for membership under Section 3.2 of these Master Covenants. There shall be only one vote per Lot. If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Master Association in writing prior to any meeting. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

1.9 Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under these Master Covenants and the By-Laws, are specified elsewhere in the Master Covenants and the By-Laws. The Class "B" Member may appoint all of the members of the Board of Directors during the Class "B" Control Period, as specified in the By-Laws. The Class "B" Member shall be entitled to two (2) votes per each Lot owned.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

- (i) Ten years after the date of recording of this document; or
- (ii) When the Declarant determines in an instrument recorded in the records of the Gallatin County, Montana, Clerk and Recorder that at least 90% of the potential Lots established by the overall phased plan have been sold ("Turnover Date").

1.10 Class "B" Control Period. The period of time during which the Class "B" Member is entitled to appoint the members of the Board of Directors as provided in the By-Laws.

1.11 Common Area. The park lots, together with the buffer/trail corridor, the Subdivision Roads and any other areas which by the terms of these Master Covenants, any written notice from the Declarant to the Master Association, or other applicable covenants, contract, or agreement with Gallatin County, Montana, relating to such areas become the responsibility of the Master Association.

1.12 Common Expenses. The actual and estimated expenses incurred in connection with the common areas, or anticipated to be incurred, by the Master Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to these Master Covenants, the By-Laws, and the Articles of Incorporation. Each Sub-Association created shall be obligated to pay the allocated portion of expenses, repairs and maintenance associated with any and all Common Area lying within the borders of said Sub-Association. Accordingly, the Master Association Board shall allocate expenses associated with the Common Areas to the appropriate Sub-Association. For clarity of and in addition to other Common Areas within the boundaries of each initial Sub-Association in phase one of the development, the business park lots shall be responsible for expenses related to repairs and maintenance of the east/west portion of the trail corridor on the north end of the Property (south edge of Huffine Lane); and the residential lots of phase one shall be responsible for the east/west portion of the trail corridor on the boundary between the south boundary of the business park lots and the north boundary of the residential lots. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by a majority of the total Class "A" vote of the Master Association.

1.13 Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard shall be more specifically determined from time to time by the DRC.

1.14 Declarant. Gooch Hill West, LLC and Robert D. Brenden, or any successor, successor-in-title, or assign who is designated as the Declarant by Gooch Hill West, LLC or Robert D. Brenden in a written instrument recorded in the records of the Gallatin County, Montana, Clerk and Recorder. Persons and/or entities other than the Declarant, or any successor, successor-in-title, or assign of the Declarant, may with the consent of the Declarant, submit property to the terms of these Master Covenants.

1.15 Design Review Committee ("DRC"). The Committee appointed by the Board of Directors of the Master Association, consisting of three (3) members, with at least one (1) of such members having professional qualifications as an architect or landscape architect.

1.16 Directors. Directors shall mean the Board of Directors of the Property Owners Master Association, and shall initially consist of the Declarant.

1.17 GHW. Gooch Hill West, LLC, a Montana limited liability company, and its successors and assigns.

1.18 Lot. A residential or commercial parcel in the Property as depicted on a final subdivision plat or certificate of survey recorded in the records of the Gallatin County, Montana, Clerk and Recorder.

1.19 Master Association. Woodland Park Major Subdivision Property Owners' Association, Inc., a Montana nonprofit corporation, its successors or assigns.

1.20 Member. A Person owning or purchasing a lot within the Woodland Park Major Subdivision. Each member agrees to abide and be bound by these Master Covenants, the Articles of Incorporation and the Bylaws and Resolutions of their residential or business park Master Association.

1.21 Mortgage. A mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.22 Mortgagee. A beneficiary or holder of a Mortgage.

1.23 Mortgagor. Any Person who gives a Mortgage.

1.24 Owner. One or more Persons including the Declarant who hold record title to any Lot, and the Declarant with respect to its entitlements or the rights it holds to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.25 Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.26 Property. The real property described in Exhibit A attached hereto, as supplemented from time to time in accordance with Article X hereto.

1.27 Subdivision Roads. Street or roadways (excluding driveways), within the Property as depicted on a final subdivision plat or certificate of survey recorded in the records of the Gallatin County, Montana, Clerk and Recorder.

1.28 Sub-Association. An association of owners of lot(s) within the Property subject to separately recorded covenants, or other instrument, governing the relationship between owners of lots, or units or parcels within such associations. There may be Sub-Associations created for business park lots as well as residential lots.

1.29 Special Assessment. Assessments levied in accordance with Section 11.04 of these Master Covenants.

1.30 Supplemental Covenants. An amendment or supplement to these Master Covenants filed pursuant to Article IX which subjects additional property to these Master Covenants and/or imposes, expressly or by reference, additional restrictions and obligations on all of any portion or the Property.

1.31 Turnover Date. Shall have the meaning as defined within the "Class B" definition in 1.10 above.

1.32 Use Guidelines and Restrictions. Guidelines and restrictions prepared by the Declarant, and implemented and managed by the Board, under the provisions of Article XIV of these Master Covenants.

Article II. PROPERTY RIGHTS

Section 2.01 COMMON AREA

Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot, subject to the following:

These Master Covenants and any other applicable covenants;

Any restrictions or limitations contained in any recorded instrument affecting the relevant Common Area;

Dedication as a public right-of way for use by the public;

The right of the Board to adopt rules regulating the use and enjoyment of the Common Area;

The right of the Board to suspend the right of an Owner to use facilities within the Common Area (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation, of the Master Covenants, the Master By-Laws, or rules of the Master Association after notice and a hearing pursuant to the Master By-Laws;

The right of the Master Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

The rights and obligations of the Master Association, acting through its Board, to perform its functions and responsibilities, if any, in any water augmentation system.

Article III. MEMBERSHIP AND VOTING RIGHTS

Section 3.01 BOARD OF DIRECTORS

The Master Association shall be governed by the Board of Directors. The Board of Directors shall consist of five (5) Directors, one (1) of whom shall be the President of the first residential sub-association and one (1) of whom shall be the President of the first business park sub-association and three (3) of whom shall be appointed by Declarant. After the "Turnover Date" described in paragraph 3.3.2 of the By-Laws, each president of a residential sub-association or business park sub-association created upon completion of each phase of the subdivision, shall serve as a Director of the Master Association.

Section 3.02 MEMBERSHIP

Every Owner shall be a Member of the Master Association. No Owner, whether one or more Persons, shall have more than one membership per Lot owned.

Section 3.03 VOTING

The Master Association shall have two classes of membership, Class "A" and Class "B";

Upon and after the Turnover Date, each Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Lot. At such time, the Declarant shall call a Special Meeting, as provided in the By-Laws, to advise the membership of the termination of the Class "B" status (hereafter called the "Turnover Meeting").

Article IV. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

Section 4.01 COMMON AREA.

The Master Association, subject to the rights of the Owners set forth in these Master Covenants, shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 4.02 MASTER ASSOCIATION ENFORCEMENT

The Master Association shall have the following enforcement powers:

- (i) The Master Association may impose sanctions for violations of these Master Covenants, the By-Laws, or rules in accordance with procedures set forth in the By-Laws, including without limitation reasonable monetary fines and suspension of the right to vote and to use any facilities within the Common Area or elsewhere on the Property.
- (ii) The Master Association may exercise self-help to cure violations, and may suspend any services it provides to the Lot of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Master Association.
- (iii) In the event a Member is delinquent in the payment of dues or assessments, or has failed to cure any default of its obligation under these Master Covenants, for a period of thirty (30) days after written notice thereof, the Board may file a lien against the Owner's Lot for any amounts due under these Master Covenants pursuant to Montana law.
- (iv) The Board may seek relief in any court for violations or to abate nuisances.

- (v) The Master Association, by contract or other agreement, may enforce county regulations, if applicable.

Section 4.03 IMPLIED RIGHTS

The Master Association may exercise any other right or privilege given to it expressly by these Master Covenants or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege.

Section 4.04 GOVERNMENTAL INTERESTS

For so long as the Declarant owns any Property, the Declarant may designate any sites it owns within the Property for fire, police, water and sewer facilities, parks, and other facilities.

Section 4.05 INDEMNIFICATION

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

Article V. CREATION OF SUB-ASSOCIATIONS

Prior to the Turnover Date, the Declarant may allow the creation of Sub-Associations to govern the relationship between the Owners within the Sub-Association (and no such Sub-Association shall be created without the Declarant's prior written approval of the Sub-Association's declaration, nor shall any Sub-Association's declaration be amended without the Declarant's prior written approval). Prior to the Turnover Date, the Declarant may add any lots or unplatted property within the Property (once platted) into existing Sub-Associations at its discretion. The Master Association may allow the creation of additional Sub-Associations to govern the relationship between the Owners within the Sub-Association

(and no such Sub-Association shall be created without the Master Association's prior written approval of the Sub-Association's declaration, nor shall any Sub-Association's declaration be amended without the Master Association's prior written approval). Provided that, in all instances, all Owners within a Sub-Association shall be Members of the Master Association and shall be subject to assessment of dues by the Board. Additionally, the covenants, conditions and restrictions of the Sub-Associations must be consistent with and not in conflict with the covenants, conditions and restrictions of these Master Covenants. Where a conflict exists, these Master Covenants and the Master Association controls. Except as otherwise provided herein, all Owners within a Sub-Association are subject to all the provisions of these Master Covenants including without limitation assessments and the requirements of the DRC.

Article VI. MAINTENANCE

Section 6.01 MASTER ASSOCIATION'S MAINTENANCE OF THE COMMON AREA

The Master Association shall maintain and keep in good repair the Common Area, which shall include, but need not be limited to:

- (i) All landscaping and parks, structures, and improvements, including without limitation any Subdivision Roads, bike and pedestrian pathways/trails situated upon the Common Area;
- (ii) Landscaping within public rights-of-way within the Common Area, and landscaping and other flora within any utility easement within the Common Area (subject to the terms of any easement agreement relating thereto);
- (iii) Such portions of any additional property included within the Common Area as may be dictated by these Master Covenants or any Supplemental Covenants;
- (iv) All ponds, streams and/or wetlands located within the Common Area which serve as part of the drainage and storm water retention system for the Property; and
- (v) Any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Master Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Master Association and to remain a part of the Common Area and be maintained by the Master Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Master Association.

Section 6.02 SUBDIVISION ROADS AND OPEN AREA

The Master Association is responsible for the cost of improvement, maintenance, repair and replacement of the Subdivision Roads and the Open Space (both of which fall within the Common Area as defined in Section 1.11) with an easement for public use.

Section 6.03 COMMON AREA

The Common Area shall not be reduced by amendment of these Master Covenants or any other means except with the prior written approval of the Declarant. Such Common Areas shall be improved and maintained by the Master Association, with an easement for public use. In the event the Master Association does by contract or agreement transfer any maintenance responsibilities, the transfer may obligate the Master Association to pay for such maintenance in such manner as the Board determines is reasonable.

Section 6.04 COMMON EXPENSES

All Common Area costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense to be allocated among commercial and residential Lots (based on whether it's a Business Park Common Area obligation or Residential Common Area Obligation) as part of the Base Assessment, without prejudice to the right of the Master Association to seek reimbursement from the Owners of, or other Persons responsible for, certain portions of the Common Area pursuant to these Master Covenants, a covenant to share costs, other recorded covenants, or agreements with the Owners thereof. All costs associated with maintenance, repair and replacement of any Common Area that exclusively benefits specific Lots shall be assessed solely against such Lots notwithstanding that the Master Association may be responsible for performing such maintenance hereunder.

Section 6.05 OWNER'S RESPONSIBILITY

Each Owner shall maintain his or her Lot and all structures, parking areas, and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless, in the case of a Lot, such maintenance responsibility is otherwise assumed by or assigned to the Master Association pursuant to any Supplemental Covenants or other declaration of covenants applicable to such Lot. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Master Association may perform such maintenance responsibilities and assess all costs incurred by the Master Association against the Lot and the Owner by adding such cost to next annual assessment due from the non-conforming Owner.

The Master Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when the Master Association determines in its sole discretion that entry is required due to an emergency situation.

Section 6.06 STANDARDS OF PERFORMANCE

Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. The Master Association, and/or an Owner shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

Article VII. INSURANCE AND CASUALTY LOSSES

Section 7.01 MASTER ASSOCIATION INSURANCE

- (i) The Master Association, acting through its Board or its duly authorized agent, shall obtain appropriate insurance coverage for all Master Association real and personal property and appropriately allocate it between the Sub-Associations.
- (ii) The Master Association also shall obtain an appropriate commercial liability insurance policy on the Common Area and in connection with the Master Association's responsibility over the Areas of Common Responsibility, insuring the Master Association and its Members for damage or injury caused by the negligence of the Master Association or any of its Members, employees, agents, or contractors while acting on its behalf.
- (iii) Except as otherwise provided by the By-Laws, premiums for all insurance shall be Common Expenses and shall be included in the Base Assessment.
- (iv) The Master Association shall also obtain, as a Common Expense, workers compensation insurance if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, flood insurance, if advisable, and such other insurance coverage as reasonably determined by the Board.
- (v) The Master Association also may obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Master Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment but, if reasonably available, shall secure coverage equal to not less than one-sixth of the annual Base Assessments on all Platted Lots plus reserves on hand.

Section 7.02 OWNERS INSURANCE

- (i) By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Master Association to carry blanket “risks of direct physical loss” property and liability insurance on any structures located on its Platted Lot(s) providing full replacement cost coverage less a reasonable deductible.
- (ii) Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising a Lot, the Owner thereof shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XIII of these Master Covenants. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

Section 7.03 DAMAGE AND DESTRUCTION

- (i) Immediately after damage or destruction to all or any part of the Property covered by insurance written in the name of the Master Association, the Board of Directors or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.
- (ii) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total Class “A” votes in the Master Association and the Declarant (as long as the Declarant owns any of the Property or has any right to annex additional property into these Master Covenants) decide within sixty (60) days after the loss not to repair or reconstruct.
- (iii) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Master Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee of a Lot shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.
- (iv) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall

be maintained by the Master Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 7.04 DISBURSEMENT OF PROCEEDS

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate shall be retained by and for the benefit of the Master Association, and placed in a capital improvements account.

Section 7.05 REPAIR AND RECONSTRUCTION

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board shall, without a vote of the Members, levy Special Assessments to cover the costs of repair or reconstruction against those Owners of the affected Lots.

Article VIII. NO PARTITION

- (i) Except as permitted in these Master Covenants, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the Property or such portion thereof have been removed from the provisions of these Master Covenants. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to these Master Covenants.
- (ii) The Declarant may partition, divide or subdivide any Platted Lots or Open Space the Declarant owns, and vacate or adjust any lot line with respect to any Platted Lots or Open Space the Declarant owns, without the consent of the Master Association or any Owner. Owners other than the Declarant may not partition, divide or subdivide their Platted Lots, or vacate or adjust any lot line, without the prior written approval of the Declarant until **90%** of the Lots have been conveyed to Owners other than the Declarant and Builders and, thereafter, the Master Association.

Article IX. CONDEMNATION

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the direction of a majority of the Class "A" votes present at a meeting duly held pursuant to the requirements of the By-Laws for such a meeting, and the written consent of the Declarant, as long as the Declarant owns any of the Property or has any right to annex additional property into these Master Covenants) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

- (i) If the taking involves a portion of the Common Area on which improvements have been constructed, the Master Association shall restore or replace such improvements on

the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns 10% of the Property or has any right to annex additional property into these Master Covenants, and at least 75% of the total Class "A" vote of the Master Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Sections 7.03 iii and 7.03 iv regarding funds for the repair of damage or destruction shall apply.

- (ii) If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board shall determine.

Article X. ANNEXATION AND WITHDRAWAL OF PROPERTY

Section 10.01 ANNEXATION WITHOUT APPROVAL OF MEMBERSHIP

- (i) Prior to the Turnover Date, the Declarant may from time to time unilaterally subject to the provisions of these Master Covenants all or any portion of any other property. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the Property and that such transfer is memorialized in a written instrument executed by the Declarant and recorded in the records of the Gallatin County, Montana, Clerk and Recorder.
- (ii) Annexation shall be accomplished by recording Supplemental Covenants in the records of the Gallatin County, Montana, Clerk and Recorder, annexing such property into Exhibit A to these Master Covenants. Supplemental Covenants annexing property into Exhibit A to these Master Covenants shall not require the consent of the Class "A" Members, but it shall require the consent of the owner of such property, if other than the Declarant. Any other person and/or entity with a property interest in any real property submitted to these Master Covenants shall not be a Declarant unless designated as the Declarant in an instrument signed by the preceding Declarant and recorded in the records of the Gallatin County, Montana, Clerk and Recorder. Any annexation shall be effective upon the recording of a Supplemental Covenants in the records of the Gallatin County, Montana, Clerk and Recorder unless otherwise provided therein.

Section 10.02 ANNEXATION WITH APPROVAL OF MEMBERSHIP

The Master Association may annex real property pursuant to the provisions of these Master Covenants with the consent of the owner of such property, the affirmative vote of a majority of the Class "A" votes of the Master Association represented at a meeting duly called for such purpose, and the consent of the Declarant (so long as the Declarant owns property subject to these Master Covenants or

which may become subject to these Master Covenants in accordance with Section 9.1). Annexation shall be accomplished by recording a Supplemental Covenants in the records of the Gallatin County, Montana, Clerk and Recorder, annexing such property into Exhibit A to these Master Covenants. Any such Supplemental Covenants shall be signed by the President and the Secretary of the Master Association, and by the owner of the annexed property. Any such annexation shall be effective upon filing unless otherwise provided therein.

Section 10.03 WITHDRAWAL OF PROPERTY

The Declarant reserves the right to amend these Master Covenants so long as it has a right to annex additional property pursuant to this Article X, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Master Association from the coverage of these Master Covenants, to the extent originally included in error or as a result of any changes in the Declarant's plans for the Property, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property contemplated under the Woodland Park Master Plan. Common Areas designated as Open Space on any final plat for the Property, as approved by Gallatin County, Montana and recorded in the records of the Gallatin County, Montana, Clerk and Recorder may be withdrawn only if restricted as permanent Open Area upon which future inconsistent development would not be permitted.

Section 10.04 ADDITIONAL COVENANTS AND EASEMENTS

The Declarant may unilaterally subject any portion of the Property submitted to these Master Covenants initially or by Supplemental Covenants to additional covenants and easements, including without limitation covenants obligating the Master Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Master Association. Such additional covenants and easements shall be set forth in a Supplemental Covenants filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant.

Section 10.05 AMENDMENT

This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any of the Property or has any right to annex additional property into these Master Covenants.

Article XI. ASSESSMENTS

Section 11.01 CREATION OF ASSESSMENTS

- (i) There are hereby created assessments for Master Association expenses as the Board may specifically authorize from time to time. There shall be two types of assessments: (a) Base Assessments to fund Common Expenses for the general benefit of all Lots; and (b) Special Assessments as described in Section 11.04. Each Owner, by accepting a deed or recording a Notice of Purchaser's Interest for a contract for deed for any portion of the Property, is deemed to covenant and agree to pay these assessments. The Master Association shall send notice of the assessments to each Sub-Association based on the allocation per lot of Common Expenses in said Sub-Association, which shall in turn, bill each Owner in their respective Sub-Association. Owners will therefore receive one assessment notice including both the Master Association and Sub-Association assessments.
- (ii) All assessments, together with interest at fifteen percent (15%) per annum (or, if such 15% interest violates Montana law, such lesser maximum amount permitted under Montana law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees (unless any of the foregoing are waived by the Master Association), shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 11.05. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees (unless waived), also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.
- (iii) Assessments shall be paid in such manner and on such dates as the Master Board may establish. If the Master Board so elects, assessments may be paid in two or more installments. Unless the Master Board otherwise provides, the Base Assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Master Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.
- (iv) No Owner may exempt himself from liability for assessments, by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Master Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Section 11.02 COMPUTATION OF BASE ASSESSMENT

- (i) At least sixty (60) days before the beginning of each fiscal year, the Master Board shall prepare a budget covering the estimated Common Expenses during the coming year, including without limitation a capital contribution to establish a reserve fund in accordance with a budget separately prepared.
- (ii) The Base Assessment shall be allocated and levied against all the Lots in each Sub-Association and shall be set at a level which is reasonably expected to produce total income for the Master Association equal to the total budgeted Common Expenses, including without limitation reserves and administrative overhead. In determining the level of assessments, the Master Board, in its discretion, may consider other sources of funds available to the Master Association. In addition, the Master Board shall take into account the number of Lots subject to assessment under Section 11.01 on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.
- (iii) Prior to the Turnover Date, the Declarant may, but shall not be obligated to, subsidize the Master Association budget by contribution, advance, loan, or in any other manner the Declarant, in its sole discretion, chooses. Any such payment shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the Members. Such payment in any year shall under no circumstances obligate the Declarant to continue payment in the future years, unless otherwise provided in a written agreement between the Master Association and the Declarant.
- (iv) The Master Board shall send a copy of the budget and notice of the amount of the Base Assessment for the upcoming year to be delivered to the Sub-Associations at least forty-five (45) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by at least seventy-five percent (75%) of the total Class "A" votes in the Master Association, and the Declarant (prior to the Turnover Date or has any right to annex additional property into these Master Covenants). There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Class "A" Members as provided for special meetings in the By-Laws, which petition must be presented to the Master Board within ten (10) days after delivery of the notice of assessments.
- (v) If the proposed budget is disapproved or the Master Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 11.03 RESERVE BUDGET AND CAPITAL CONTRIBUTION

The Master Board shall annually prepare reserve budgets which take into account the number and nature of depreciable assets owned or provided for the use of the Master Association, the expected life of each asset, and their expected repair or replacement cost. The Master Board shall establish a capital contribution in an amount sufficient to permit meeting the projected needs of the Master Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments, over the budget period.

Section 11.04 SPECIAL ASSESSMENTS; COMMON EXPENSES

In addition to other authorized assessments, the Master Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in these Master Covenants, such Special Assessment shall be levied against the entire membership if such Special Assessment is for Common Expenses. Except as otherwise specifically provided in these Master Covenants, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of a majority of the Class "A" votes present at a meeting duly held pursuant to the By-Laws, and the Declarant (as long as the Declarant owns at least 10% of the Property or has any right to annex additional property into these Master Covenants). Special Assessments shall be payable in such manner and at such times as determined by the Master Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Section 11.05 LIENS FOR ASSESSMENTS

- (i) The Master Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Montana law), and costs of collection (including without limitation attorneys fees). Such lien shall be superior to all other liens, except the liens of all taxes, bonds, assessments, and other levies which by law would be superior. Such lien, when assessments are delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.
- (ii) The Master Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Master Association following foreclosure: (a) no right to vote shall be exercised on the Lot's behalf; (b) no assessment shall be levied on the Lot; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Master Association. The Master Association may sue for unpaid assessments and costs without foreclosing or waiving the lien securing the same.
- (iii) The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. A Mortgagee or other purchaser of a Lot

who obtains title pursuant to foreclosure of such first Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title, but the prior title holder shall remain personally liable for such assessments and any related interest, charges and costs identified in Section 11.02 above. Any assessments unpaid as the result of a foreclosure shall be deemed to be Common Expenses collectible from all Owners subject to assessment under Section 11.04, including without limitation such acquirer, its successors and assigns.

Section 11.06 DATE OF COMMENCEMENT OF ASSESSMENTS

The obligation to pay assessments shall commence as to each Lot on the first day following sale or transfer of the Lot from the Declarant to any Owner other than the Declarant or (where specifically so designated by the Declarant under Section 11.08) any Builder.

Section 11.07 FAILURE TO ASSESS

Failure of the Master Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Master Association may retroactively assess any shortfalls in collections.

Section 11.08 EXEMPT PROPERTY

The Declarant is not obligated to pay Base Assessments or Special Assessments on any Lot owned by Declarant. The Declarant may likewise designate, in a written notice to the Master Board, any Builder as exempt from the obligation to pay Base Assessments or Special Assessments in connection with specific Lots owned by such Builder, in which case the designated Builder shall not be obligated to pay Base Assessments or Special Assessments in connection with such specified Lots, until sold as Lots to third parties, or such prior date established in the relevant designation. The Common Area and Open Space shall be exempt from payment of Base Assessments and Special Assessments.

Article XII. COUNTY REQUIRED COVENANTS AND PROPERTY USE

Any covenant that is included herein 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 these covenants and the governing body of Gallatin County. Such covenants are noted herein by italic type and are consolidated with other covenants by subject matter.

Section 12.01 LOT TYPES

There are three (3) lot types within the Woodland Park Subdivision:

- a) Type I lots accommodate single-family residential and related uses, subject to the requirements of the Gallatin County/Bozeman Area Zoning Regulation (Regulation) for the R-2 Residential Single-Family Medium Density District.
- b) Type II lots accommodate light industrial, office, financial and compatible uses; subject to the Regulation for the M-1 Light Manufacturing District.
- c) Two Type III lots (Lots 1-A and 2-A) are reserved for future development.

Section 12.02 RESIDENTIAL LAND USES

One single-family residence shall be allowed per lot in the area zoned R-2.

Each residence shall have an attached or detached double garage being at least twenty- two (22) feet by twenty-two (22) feet in dimension. *All Lots accessed by interior subdivision road shall be limited to one driveway access. Each access shall be at least seventy-five (75) feet from the intersection with Highway 191.*

The Owner may conduct a home occupation or hobby business out of a residence if the following conditions are met:

- a) The business use shall be clearly incidental and secondary to the residential use of the Lot.
- b) The business use shall be entirely within a dwelling, garage or storage shed.
- c) The business use shall not occupy more than four hundred (400) square feet total of the dwelling, garage and storage shed combined.
- d) No non-resident employees shall be permitted, nor shall excessive traffic, noise or pollution generation be allowed.
- e) The business use may not constitute a nuisance to neighboring Lot Owners.

Section 12.03 BUSINESS PARK LAND USES

Only those uses stipulated as permitted or conditional within the Gallatin County/ Bozeman Area Zoning Regulation shall be allowed within the M-1 zoned areas. *All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for Seismic Zone 3, and the National Fire Protection Association Codes.*

Section 12.04 PARKS, COMMON AREA AND TRAILS

All parks, open spaces and trails shall perpetually remain in that use and be preserved and maintained for passive and active recreation, wildlife habitat, and protection of scenic, and unique or important natural features.

- (i) The Master Association shall be responsible for the operation and maintenance and operation of all parks and common open space. The Master Association agrees that the County has no obligation to maintain the parks and open space. Title to the Common Space shall vest in the Master Association and be maintained and controlled by the Board of Directors of the Master Association.

Section 12.05 CONTROL OF NOXIOUS WEEDS

The control of noxious weeds by the Master Association on those areas for which the Master Association is responsible and the control of noxious weeds by Owners of their respective Lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District. Both unimproved and improved Lots shall be managed for noxious weeds.

In the event an Owner does not control noxious weeds after ten (10) days notice, the Master Association may cause the weeds to be controlled. The expense of such weed control shall be assessed to the Lot and each assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.

Section 12.06 STORAGE OF EQUIPMENT

No Lot or adjacent roadway shall be used for the storage of any inoperable vehicle, machinery or equipment or unlicensed vehicle, machinery or equipment. No Lot shall be used for storage of any articles, vehicles, equipment or other personal property of any quantity in excess of the immediate needs and personal use of the Owner of a Lot or the occupants and guests thereof as the case may be, and shall not interfere with the use or enjoyment of neighboring Lots.

Section 12.07 SOLID WASTE DISPOSAL

Should a central, community dumpster be utilized with any business park Lot for solid waste storage and disposal, it shall be effectively screened from public view by enclosure in a building, location on the site, or an opaque fence or wall.

Section 12.08 COMMERCIAL VEHICLES

No Lot shall be used for the outside parking or storage of any commercial trucks, large commercial vehicles or other heavy equipment, except as may be necessary during reasonable periods of construction and during regular business hours, or approved for Business Park development by the DRC.

Section 12.09 RECREATIONAL EQUIPMENT STORAGE

In no event shall campers, trailers, motor homes, boats, and all other recreational equipment and the like be parked on the Owner's Lot such that they are visible from the road or adjacent lots for a period exceeding three (3) days in any thirty (30) day period. Storage or location of such equipment and vehicles, in excess of the requirements of this section, shall occur in an enclosed garage or other screened area with such garage or screen having been pre-approved in writing by the DRC.

Section 12.10 ANIMALS

Only birds, dogs, cats or small in-house pets, are permitted. All dogs, cats and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of property by the other owners in Woodland Park. *Pets shall be kept controlled by each owner and shall not be allowed to roam free. Artificial feeding of all wildlife and big game shall be prohibited, including any food, garbage or other attractant. Owners acknowledge that wildlife damage to landscaping and other property may occur. Owners shall accept the risk and shall not file claims against any governing body for such damages.*

Section 12.11 OFFENSIVE ACTIVITY

No noxious odors or offensive activity shall take place upon any portion of the above-described property, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.

No fireworks of any kind may be bought, discharged or stored on the above-described property, unless approved by the RAE Fire Service Area Chief

No firearms shall be discharged on the above-described property. Any violation of county ordinances or other regulations shall be a violation of these covenants and can be enforced by the Master Association or individual lot owners.

Section 12.12 ABUTTING AGRICULTURAL USES

Property owners within Woodland Park are informed that nearby uses may be agricultural. All lot owners must accept and be aware that standard agricultural and farming activities can result in smoke, dust, animal odors, flies and machinery noise. Such activities and items as the use of heavy machinery, burning, chemical sprays and the use of machinery in the morning and sometimes late into the evening.

Lot owners, in accord with state law, shall maintain all fences abutting agricultural land. Any such fencing shall be wildlife-friendly, with the top wire or rail shall be no more than thirty-six (36) inches high, and bottom wire or rail shall be at least sixteen (16) inches above the ground.

Section 12.13 RESTRICTION ON FURTHER SUBDIVISION

Further subdivision of any lot, including the parks and open space areas, shall be prohibited, except for Lots 1-A and 2-A as part of future applications for subdivision review.

Section 12.14 RESPONSIBILITY FOR SUBDIVISION ROADS

The Master Association shall be responsible for the operation and maintenance of all interior subdivision roads/parking areas.

Section 12.15 EROSION CONTROL MEASURES

Temporary erosion control measures, Best Management Practices (“BMP’s”) shall be installed and continuously maintained for the duration of construction and shall include:

- a) All non-construction areas shall be clearly marked and protected during construction by fencing or other identification;*
- b) The protection of loose piles of clay, debris, sand, silt, or other earthen material during periods of precipitation or runoff with filter fabric fence, hay bales, temporary gravel, and/or earthen or sand bag dikes;*
- c) All soil disturbance activities shall cease if adverse weather conditions exist. Adequate temporary erosion control measures shall be immediately installed during adverse weather conditions.*

Section 12.16 SITE DRAINAGE

- a) Residential Lots: Each residential lot within Woodland Park shall be graded and landscaped in a manner that prevents drainage directly to neighboring lots. Each residential lot shall construct storm water retention/detention facilities, via small swales in back lots, small retention ponds or depression, etc. to a cumulative storage capacity of twenty five (25) cubic feet. Storm water features shall be reviewed by the DRC.
- b) Business Park Lots: Each commercial or industrial lot within Woodland Park shall be graded and landscaped in a manner that prevents drainage onto adjoining lots; and shall contain the difference between the pre-development and post-development storm runoff rates for each lot in compliance with regulations of Gallatin County and the Montana Department of Environmental Quality (MDEQ).

In addition, snow removal storage areas shall be located to prevent drainage onto adjacent lots.

Article XIII. DESIGN GUIDELINES

Section 13.01 GENERAL

- (i) No structure shall be placed, erected, or installed upon any Lot, and no improvements (including without limitation staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article and approval of the DRC.
- (ii) Any Owner may remodel, paint or redecorate the interior of structures on his or her Lot without approval. No DRC approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.
- (iii) All dwellings constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect.
- (iv) This Article shall not apply to the activities of the Declarant, to any Builder specifically designated by the Declarant as exempt from this Article in a written notice to the Board, nor to improvements to the Common Area by or on behalf of the Master Association.
- (v) This Article may not be amended without the Declarant’s written consent so long as the Declarant owns any of the Property or has any right to annex additional property into these Master Covenants.

Section 13.02 DESIGN REVIEW

Responsibility for administration of the Design Guidelines, as defined below and review of all applications for construction and modifications under this Article shall be handled by the DRC. The members of the DRC need not be Members of the Master Association or representatives of Members, and shall include at least one (1) architect, engineer or similar professional, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

Section 13.03 DESIGN REVIEW COMMITTEE

The DRC shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over all original construction and remodeling on any portion of the Property. Prior to the Turnover date the Declarant no longer has any right to annex additional property into these Master Covenants, the Declarant retains the right to appoint all members of the DRC who shall serve at the Declarant’s discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board shall appoint the members of the DRC, who shall serve and may be removed in the Board’s discretion.

Section 13.04 GUIDELINES AND PROCEDURES

- (i) The Declarant has prepared separate initial design guidelines and application and review procedures for both the business park and residential development dated of even herewith (collectively, the "Design Guidelines") which shall apply to all construction activities within the Property. The Design Guidelines may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon the location, unique characteristics, and intended use. The Design Guidelines shall contain provisions requiring compliance with any fire management, or protection plan, weed management and revegetation plan. The location of dwellings shall be within the required setbacks for each Lot, as shown on the recorded subdivision plat. To the extent the Design Guidelines conflict with the terms of these Master Covenants, the terms of these Master Covenants shall govern.
- (ii) The DRC shall have sole and full authority to amend the Design Guidelines from time to time. Any amendments to the Design Guidelines shall apply to the construction of and modifications to permanent structures commenced after the date of such amendment only and shall not apply to modifications to or removal of permanent structures previously approved once the approved construction or modification has commenced. The term "permanent structures" shall not include landscaping or temporary structures, which shall be maintained consistently with the standards set forth in the Design Guidelines as applicable from time to time.
- (iii) The DRC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Property and all such Persons shall conduct their activities in accordance with such Design Guidelines. It shall be each Owner's obligation to confirm with the DRC that the Owner has been provided with the current version of the Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the records of the Gallatin County, Montana, Clerk and Recorder, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.
- (iv) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the DRC committee for review and approval (or disapproval). Information concerning irrigation systems, drainage, lighting, and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Additionally, all landscaping including without limitation the planting of new trees

and other vegetation and the removal of existing trees and vegetation must receive DRC approval.

- (v) In the event that: (i) the DRC fails to approve or to disapprove any application within sixty (60) days after submission of all information and materials reasonably requested by the DRC; (ii) the Owner, after the expiration of such sixty (60) days, requests in writing that the DRC approve or to disapprove such application; and (iii) thirty (30) additional days have elapsed after such written request without the DRC approving or disapproving the application, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the DRC pursuant to Section 13.06.
- (vi) The DRC shall have complete and unfettered discretion to make all decisions regarding approval of plans for construction and remodeling. All decisions of the DRC, after the exhaustion of any appeal process provided under the Design Guidelines, are final.
- (vii) Owners should consult with the DRC and review the Design Guidelines thoroughly before purchasing a Lot or submitting building plans to the DRC for approval.

Section 13.05 NO WAIVER OF FUTURE APPROVALS

Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 13.06 VARIANCE

The DRC in its sole and absolute discretion may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to these Master Covenants; or (c) estop the DRC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 13.07 LIMITATION OF LIABILITY

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the DRC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Master Association, the Board, the

DRC, any DRC committee, nor member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

Section 13.08 ENFORCEMENT

Any structure or improvement placed or made in violation of this Article shall be deemed to be non-conforming. Upon written request from the Master Board or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the non-conforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the violation. All costs, including without limitation attorney fees, together with the interest at the rate of up to fifteen percent (15%) per annum, may be assessed against the Lot so restored and collected as a Specific Assessment. The DRC may also enforce compliance with the Design Guidelines and these Master Covenants by suit for specific performance, without the necessity of posting a bond. The prevailing party shall be entitled to an award of its attorney fees and costs at trial and on appeal.

Section 13.09 EXCLUSION

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Section and the Design Guidelines, other than the Declarant, may be excluded by the Board from the Property, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Master Association, its officers, nor directors shall be held liable to any Person for exercising the rights granted by this paragraph.

Section 13.10 GENERAL

In addition to the foregoing, the Master Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and the decisions of the Master Board or the DRC.

Article XIV. USE GUIDELINES AND RESTRICTIONS.

Section 14.01 PLAN OF DEVELOPMENT; APPLICABILITY; EFFECT

- (i) Declarant has created the Property as a mixed use development and, in furtherance of its and every other Owner's interests, has established a general plan of development for the Property. The Property is subject to the Design Guidelines as set forth in Article XIII.
- (ii) All provisions of these Master Covenants and of any rules or regulations promulgated by the Board shall also apply to all occupants, tenants, guests and invitees of any Lot of any Owner other than the Declarant.

- (iii) Declarant has prepared the initial Use Guidelines and Regulations set forth herein and containing general provisions applicable to the Property, as well as specific provisions which vary within the Property depending upon the location, characteristics, and intended use set forth herein. Based upon these Use Guidelines and Restrictions the Master Board may adopt design rules from time to time that the Board may enforce and amend.
- (iv) Declarant promulgates the general plan of development for the Property in order to protect and enhance Owners' quality of life and collective interests, the aesthetics and environment within the Property, and the vitality of and sense of community within the Property, all subject to the Board's ability to respond to changes in circumstances, conditions, needs, and desires within the Property.

Section 14.02 BOARD POWER

- (i) Subject to these Master Covenants, the Board may modify, cancel, limit, create exceptions to or expand the Use Guidelines and Regulations by resolution. Prior to any such resolution, the Board shall conspicuously publish notice of the proposal at least five (5) business days prior to the Board meeting. Owners shall have a reasonable opportunity to be heard at a Board meeting prior to action being taken.
- (ii) The Board shall send a copy of any proposed new rule or amendment to each Owner and the Declarant at least thirty (30) days prior to its effective date. Any new rule or amendment to the Use Guidelines and Regulations adopted by the Master Board shall become effective unless disapproved in writing within such thirty (30) days by the Declarant, as long as the Declarant owns at least 10% of the Property or has any right to annex additional property into these Master Covenants or, thereafter, by a majority of the total Class "A" votes present at a meeting duly held pursuant to the By-Laws. The Master Board shall have no obligation to hold a meeting to consider disapproval except upon petition of the Class "A" Members as required for special meetings in the By-Laws.
- (iii) The Master Board shall have all powers necessary and proper subject to its exercise of sound business judgment and reasonableness to affect the duties contained in this Section.
- (iv) The Master Board or DRC shall provide, without cost, a copy of the Design Guidelines, and any rules or resolutions then in effect to any requesting Member or Mortgagee.

Section 14.03 MEMBERS' POWER

The Class "A" Members, at a meeting duly called for such purpose, may adopt, repeal, modify, limit, and expand the Use Guidelines and Restrictions, and the Master Board's associated rules or resolutions, by a vote of a majority of the Class "A" votes present at a meeting duly held pursuant to the By-Laws, and (prior to the Turnover Date or as long as the Declarant has any right to annex additional property into these Master Covenants) the affirmative vote or written consent of the Declarant.

Section 14.04 OWNERS' ACKNOWLEDGMENT

All Owners are subject to the Use Guidelines and Restrictions and are given notice that (1) their ability to use their privately owned property is limited thereby, and (2) the Master Board may add, delete, modify, create exceptions to, or amend the Use Guidelines and Restrictions in accordance with these Master Covenants. Each Owner by acceptance of a deed acknowledges and agrees that the use, enjoyment, and marketability of his or her property can be affected by this provision and that the Use Guidelines and Restrictions and rules may change from time to time.

Section 14.05 ACTIONS PROHIBITED BY THE BOARD

Neither the Master Board nor the Master Association may adopt any rule or take any action which violates any federal, state or local laws or regulations.

Section 14.06 INITIAL USE GUIDELINES AND RESTRICTIONS

The following Use Guidelines may be supplemented by the Master Board under the terms of this Article XIV.

(i) General.

The Property shall be used for residential dwellings and commercial uses, pursuant to their zoning, and as allowed by residential and business park Sub-Associations (which may include without limitation, offices for any property manager retained by the Master Association or business offices, model homes and sales centers for the Declarant, and general office uses) and non-residential uses owned or operated by the Declarant or its successors, assigns, lessees or designees (which non-residential uses shall be consistent with the general nature and character of the scheme of development for the Property as reflected in the Woodland Park Master Plan). Any Supplemental Covenants or additional covenants imposed on the property within any area may impose stricter standards than those contained in this Article and the Master Association shall have standing and the power to enforce such standards.

(ii) Restricted Activities.

The following activities are prohibited within the Property, unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

(iii) Parking of recreational vehicles, motor homes, or other oversized vehicles, stored vehicles, or inoperable vehicles in places other than enclosed garages and no vehicle shall be parked upon or encroach upon the Common Area. The Master Association shall have the authority to promulgate safety rules and regulations regulating or restricting the types of vehicles which may be operated on Subdivision Roads within the Property, including but not limited to golf carts, motorcycles, motorbikes, and bicycles;

(iv) Hunting, capturing, trapping or killing of wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons using the Property;

- (v) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that dogs, cats or other usual and common household pets may be permitted in a Lot. Pets shall not be permitted to roam free within the Property. Pets must remain under the control of their owners at all times. Those pets which, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet;
- (vi) Any activity which materially disturbs or destroys the vegetation, wildlife, or air quality within the Property or which uses excessive amounts of water or which results in unreasonable levels of sound or light pollution, specifically, without limitation, dawn to dusk arc lights are prohibited;
- (vii) Obstruction or re-channeling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and the Master Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owners' consent;
- (viii) Conversion of any carport, garage, attic or other unfinished space, other than a basement, to finished space for use as an apartment or other integral part of the living area on any Lot;
- (ix) Use of any pedestrian, bicycling, or skiing trails maintained by the Master Association for purposes other than the specific use for which the trail was created; and
- (x) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that any Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is undetectable to the senses of sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Lot; (c) the business activity may be carried out within the confines of the Lot and is free from regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property.
- (xi) Notwithstanding anything contained in these Master Covenants to the contrary, except with respect to any activity or business conducted by the Declarant or its successors, assigns, lessees or designees, the Board may prohibit any activity, business or otherwise, which, in the sole discretion of the Board, constitutes a nuisance, or a hazardous or offensive use, or threatens the security, safety, or quiet enjoyment of other residents of Property.

Article XV. FIRE PROTECTION REQUIREMENTS

Section 15.01 PURPOSE

The Declarants, in conjunction with the RAE Fire Service Area, the fire protection authority having jurisdiction (FPAHJ), have developed a Fire Protection Plan which addressed the fire protection needs and emergency service needs in Gallatin County. The Plan includes adequate access for fire protection and emergency service vehicles. Minimum fire protection requirements as required by RAE Fire Service Area are contained herein and are supplemented by additional requirements specific to each phase of Woodland Park Subdivision by an exhibit attached to each phase's respective Residential and Commercial Covenants

Section 15.02 ADMINISTRATION

Administration of the Plan, as approved by the RAE Fire Service Area (RFSA), is the responsibility of the Master Association for all common open space and park land within Woodland Park.

Section 15.03 FIRE FLOW REQUIREMENTS

All structures must meet the applicable fire flow requirements as outlined in the current adopted edition of the Uniform Fire Code, unless the local fire chief approves alternative provisions.

Section 15.04 RFSA STANDING

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.

Section 15.05 FIRE PROTECTION FEATURES MAINTENANCE

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 Professional Engineer (P.E.) licensed in Montana. If a P.E. is to be used, a report shall be submitted, in writing, to the RFSA to ensure continued specified capability. The annual certification by the P.E. shall be at the expense of the property owners. The P.E. shall be approved by the RFSA.

Section 15.06 RFSA USE OF FIRE PROTECTION FEATURES

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) for the purpose of Woodland Park fire protection.

Section 15.07 DRIVEWAY ACCESS

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.

Article XVI. STATUS OF DOCUMENTS

Except as set forth herein, all property covered by these Master Covenants is subject to construction regulation, design review and construction supervision, construction checklists, and such other design and building requirements as are from time to time adopted or amended by the DRC. All such documents and requirements are binding upon the parties subject to these Master Covenants.

Article XVII. EASEMENTS

Section 17.01 EASEMENTS FOR UTILITIES, ETC.

There are hereby reserved unto the Declarant, as long as the Declarant owns any of the Property or has any right to annex additional property into these Master Covenants, the Master Association, and the designees of each (which may include, without limitation, Gallatin County, Montana and any utility) access and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property. The Declarant further hereby reserves for itself and its duly authorized agents, representatives, designees, successors and assigns, a perpetual nonexclusive easement for utilization, tapping into, tying into, extending and enlarging all utilities within the Property, and a perpetual nonexclusive easement hereunder over the Subdivision Roads for the purposes of ingress and egress to and from any improvements constructed or to be constructed by Declarant within the Property. The Declarant further hereby reserves an easement in favor of itself, the Master Association, and the designees of each upon, across, over, and under all of the Property for the creation, use, maintenance of trail systems, including, without limitation, pedestrian, bicycle, nordic skiing, and for the creation, use, and maintenance of wildlife resistant landscape treatments and features. The foregoing easements may traverse the private property of any Owner; provided, however, an easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Lot, and any damage to a Lot resulting from the exercise of an easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of an easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

Section 17.02 UTILITY EASEMENTS

The Declarant specifically reserves the right to convey to the local water supplier, electric company, natural gas supplier, and cable television or communications systems supplier easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the dwelling on any Lot, nor shall any utilities be installed or relocated on the Property, except as approved by the Board or the Declarant.

Section 17.03 SPECIFIC EASEMENT

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant and the Board shall have the right to grant such easement over the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property.

Section 17.04 EASEMENTS TO SERVE ADDITIONAL PROPERTY

The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, designees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, maintenance and development of any property which the Declarant may acquire an interest in that is adjacent to any of the Property, whether or not such property is made subject to these Master Covenants. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction and maintenance of roads and for connecting, installing and maintaining utilities on such property. The Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development or maintenance of such property. The Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to these Master Covenants, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Master Association to share the cost of maintenance of any access roadway serving such property.

Article XVIII. EROSION CONTROL MEASURES

Temporary erosion control measures, Best Management Practices (BMP's) shall be installed and continuously maintained for the duration of construction and shall include:

Section 18.01 NON-CONSTRUCTION AREAS

All non-construction areas shall be clearly marked and protected during construction by fencing or other identification;

Section 18.02 PROTECTION OF LOOSE PILES

The protection of loose piles of clay, debris, sand, silt, or other earthen material during periods of precipitation of runoff with filter fabric fence, hay bales, temporary gravel, and/or earthen or sand bag dikes;

Section 18.03 SOIL DISTURBANCE ACTIVITIES

All soil disturbance activities shall cease if adverse weather conditions exist. Adequate temporary erosion control measures shall be immediately installed during adverse weather conditions.

Article XIX. **MORTGAGEE PROVISIONS**

An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the Common Area or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder.
- (ii) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Master Covenants or By-Laws relating to such Lot or the Owner or occupant which is not cured within sixty (60) days. Notwithstanding this provision, any Eligible Holder is entitled to written notice upon request from the Master Association of any default in the performance by an Owner of a Lot of any obligation under the Master Covenants or By-Laws which is not cured within sixty (60) days.
- (iii) Any lapse, or cancellation without renewal or replacement, or material adverse modification of any insurance policy maintained by the Master Association; or
- (iv) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

Article XX. **DECLARANT’S RIGHTS**

- (i) Any or all of the special rights and obligations of the Declarant set forth in these Master Covenants or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in these Master Covenants or the By-Laws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the records of the Gallatin County, Montana, Clerk and Recorder.

- (ii) So long as construction and initial sales of Lots by the Declarant or Builders shall continue, the Declarant and Builders may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices. The Declarant and Builders shall have easements for access to and use of such facilities.
- (iii) No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the records of the Gallatin County, Montana, Clerk and Recorder.
- (iv) This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon recording by Declarant of a written statement in the records of the Gallatin County, Montana, Clerk and Recorder that all sales activity has ceased.

Article XXI. GENERAL PROVISIONS

Section 21.01 TERM

These Master Covenants shall run with and bind the Property in perpetuity, and shall inure to the benefit of and shall be enforceable by the Master Association or any Owner, their respective legal representatives, heirs, successors, and assigns, unless and until an instrument in writing, signed by two-thirds of the then Owners, is recorded in the records of the Gallatin County, Montana, Clerk and Recorder terminating these Master Covenants.

Section 21.02 AMENDMENT

- (i) By Declarant.

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

private insurance company to insure mortgage loans on the Lots; (v) otherwise necessary to satisfy the requirements of any governmental agency; or (vi) necessary for Declarant to develop in accordance with its Woodland Park master plan. However, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot shall consent thereto in writing,

(ii) By Owners.

Thereafter and otherwise, these Master Covenants may be amended only by the affirmative vote or written consent, or any combination thereof of seventy percent (70%) of the total Class "A" votes present at a meeting duly held pursuant to the By-Laws, and the consent of the Declarant, as long as the Declarant owns at least 10% of the Property or has any right to annex additional property into these Master Covenants. In addition, the approval requirements set forth in Article XVII hereof shall be met if applicable.

(iii) By Board of Directors.

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

(iv) Restriction on Amendment.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the records of the Gallatin County, Montana, Clerk and Recorder. If an Owner consents to any amendment to these Master Covenants or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of the Declarant, or increase the Declarants' obligations, without the written consent of the Declarant or the assignee of such right or privilege.

(v) Without the written consent of the Gallatin County Commissioners or the Montana Department of Environmental Quality ("MDEQ"), no such amendment may remove, revoke, or modify any Article, Clause or Statement in these Master Covenants, including but not limited to Articles 4.4, 5.8, 17.1 and 17.2, that were required as a condition of subdivision approval by Gallatin County or MDEQ.

Section 21.03 SEVERABILITY

Invalidation of any provision of these Master Covenants, in whole or in part, or any application of a provision of these Master Covenants by judgment or court order shall in no way affect other provisions or applications.

Section 21.04 PERPETUITIES

If any of the covenants, conditions, restrictions, or other provisions of these Master Covenants shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions

shall continue only until twenty-one years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 21.05 COMPLIANCE

Every Owner and occupant of any Lot shall comply with these Master Covenants, the By-Laws, and the rules of the Master Association adopted from time to time. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Master Association or, in a proper case, by any aggrieved Owner(s).

Section 21.06 NOTICE OF SALE OR TRANSFER OF TITLE

Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including without limitation assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

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IN WITNESS WHEREOF, the undersigned officer of Woodland Park Major Subdivision Association, Inc., hereby certifies that this Master Declaration of Protective Covenants, Conditions and Restrictions for the Woodland Park Major Subdivision has been unanimously approved and duly adopted by the Board of Directors of the Woodland Park Major Subdivision Association, Inc. as of the date first written above.

Woodland Park Major Subdivision Association, Inc.,
a Montana nonprofit corporation

By: 

Name: Kevin Black

Title: Secretary


Gooch Hill West, LLC and Robert D. Brenden consent to the approval and adoption of this Master Declaration of Protective Covenants, Conditions and Restrictions for the Woodland Park Major Subdivision as of the date first written above.

GOOCH HILL WEST, LLC, a Montana limited liability
company, Declarant

By: 

Name: Kevin Cook

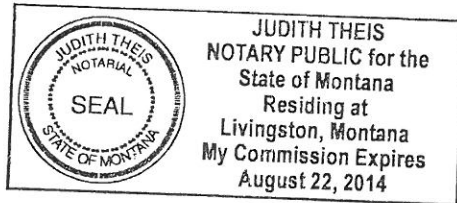
Title: Manager



ROBERT D. BRENDEN, Declarant

STATE OF MONTANA)
: ss
County of Gallatin)

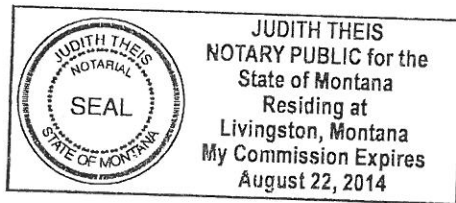
This instrument was acknowledged before me on OCTOBER 8, 2013, by Kevin Black, as Secretary of the Woodland Park Major Subdivision Association, Inc.



Judith Theis
Notary Public for the State of Montana
Residing at LIVINGSTON, MT
My commission expires 8-22-2014

STATE OF MONTANA)
: ss
County of Gallatin)

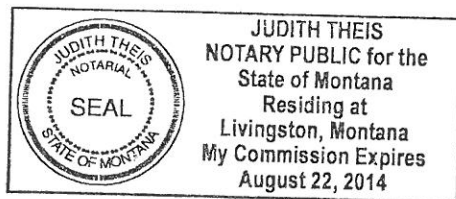
This instrument was acknowledged before me on OCTOBER 8, 2013, by Kevin Cook, as Manager of Gooch Hill West, LLC.



Judith Theis
Notary Public for the State of Montana
Residing at LIVINGSTON, MT
My commission expires 8-22-2014

STATE OF MONTANA)
: SS.
County of Gallatin)

This instrument was acknowledged before me on OCTOBER 8, 2013, by Robert D. Brenden.



Judith Theis
Notary Public for the State of Montana
Residing at LIVINGSTON, MT
My commission expires 8-22-2014

EXHIBIT A

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