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Moore Gaertner Law Firm, PLLC
1276 North 15th Ave., Ste. 201
Bozeman, MT 59715

Woodland Park Sub Association Covenants

July 1,

2026

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

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AMENDED AND RESTATED**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS****FOR WOODLAND PARK PHASES I, II, III, IV B, IV C, V, VI A**

THIS AMENDED AND RESTATED DECLARATION is made this 1st day of July, 2026, by **GOOCH HILL WEST, LLC ("GHW")**, and **RBS DEVELOPMENT, LLC ("RBS")**, hereinafter collectively referred to as "Declarants" or individually as a "Declarant";

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

WHEREAS, this Declaration shall replace that certain Declaration of Amended and Restated Protective Covenants, Conditions and Restrictions for Woodland Park Phase I, II, III, IV B, IV C & V Residential Lots, dated and recorded October 27, 2021 as Document No. 2756136 in the records of the Clerk and Recorder of Gallatin County, Montana

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

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

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

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

NOW, THEREFORE, Declarants hereby establish, dedicate, declare, publish and impose upon the Property the following protective covenants and restrictions, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantees, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform, stable value, character, architectural design, use, and development of the Property. These Covenants shall apply to all lots within the Property, and all improvements thereon, unless otherwise specifically excepted herein. These Covenants shall inure to and pass with each and every parcel, lot, tract or division within Phases I, II, III, IV B, IV C, V, & VI A of Woodland Park.

Article I. DEFINITIONS

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

1.2 Common Area. Shall mean (i) all roads, avenues, alleys, buffer/trail corridors and parks or public squares shown on any recorded plat of the Property; and (ii) all real property conveyed to the Master Association and its Members and Owners in common, but dedicated as a public right of way for use by the public.

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

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

1.5 Declarant. Shall mean and refer to Gooch Hill West, LLC, and RBS Development, LLC; and their successors and assigns.

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

1.7 Directors. Shall mean the Board of Directors of the Woodland Park Phases I, II, III, IV B, IV C, V, & VI A Residential Owners Association, and shall initially consist of the Declarant.

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

1.9 Master Covenants. Shall mean those certain Woodland Park Master Covenants recorded on October 9, 2013, as Document No.: 2465132 and Amendment to Woodland Park Master Covenants recorded on October 27, 2021, as Document No.: 2756136 with the Clerk and Recorder of Gallatin County, Montana, as amended from time to time.

1.10 Member. Shall mean the person or entity owning or purchasing a lot within the Property. Each lot shall be entitled to one membership. If there are more than one owner of a lot, such owners shall designate one of the owners, in writing, to exercise the rights of a Member herein. If no such designation is made, the Board of the Association may suspend the voting rights of such membership interest until such designation is made. Each Member agrees to abide and be bound by these Covenants, the Articles of Incorporation, and the Bylaws and the resolutions of the Association, and the Master Covenants of Woodland Park Major Subdivision.

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

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

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

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

Article II. PROPERTY OWNERS ASSOCIATION

Section 2.01 ESTABLISHMENT OF ASSOCIATION

An association known as "Woodland Park Phases I, II, III, IV B, IV C, V, & VI A Residential Owners Association, Inc." was established by filing of Amended and Restated Articles of Incorporation with the Montana Secretary of State on February 17, 2026.

Section 2.02 MEMBERSHIP:

All lots within the Property are subject to the Covenants and Master Covenants, and each owner or contract purchaser shall be a member of the Association and Master Association. The Association is a sub-association under the Master Covenants. These Covenants are subordinate to the Master Covenants; and the Master Covenants control should there be any discrepancies between these Covenants and the Master Covenants. Notwithstanding the foregoing, these Covenants can supplement the Master Covenants so long as they are not in contradiction therewith. Membership in both associations is mandatory and shall be appurtenant to and may not be separate from the ownership of any lot. Each lot owner shall be required to pay such fees as the Board of Directors of the Association and Master Association deem appropriate for real estate taxes, insurance, and the maintenance of the common areas.

Each owner shall be responsible for advising the Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The address of the Association shall be: Ironhorse Management, 3701 Trakker Trail, Ste 2A, Bozeman, MT 59718. The address of the Association may be changed by the Board of Directors upon notice to the owners.

Section 2.03 ANNUAL MEETING:

The annual meeting of the Association shall occur on the first Tuesday in December. Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of fifty percent (50%) of the owners. Special meetings shall require forty-eight (48) hours' notice, in writing. Notice of annual and special meetings shall be mailed to owners at the address for each owner as provided pursuant to Section 2 of this Article. The presence of members, in person or by written proxy, representing thirty percent (30%) of the total votes of the membership shall constitute a quorum.

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

Section 2.04 BOARD OF DIRECTORS:

The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At such meeting, the Directors shall elect a President, Vice-President, and Secretary-Treasurer the Association from among the Directors, except the Secretary-Treasurer may be a member who is not a Director.

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

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

Until ninety percent (90%) of the lots within the Property have been sold or ten (10) years after the recordation of these Covenants, whichever occurs later; the Declarant shall have the right to appoint the Board of Directors, who shall not be required to be lot owners or members of the Association.

Section 2.05 OFFICERS:

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

President. The President shall preside over all meetings of the Association and call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association, and perform such duties as may be specified, and exercise such powers as may be delegated to the President by the Board. The President shall also serve as a Director on the Master Association Board of Directors.

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

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

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

Section 2.06 VACANCIES:

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

Section 2.07 ACCOUNTING & RECORDS:

The Association shall keep and maintain true and correct records in accordance with sound accounting principles, which shall specify in reasonable detail all expenses incurred and funds accumulated from assessments or other revenue. Upon reasonable written request from any Owner, the Association shall make the records of the Association available for inspection. Such records shall include

current copies of these Covenants, the Articles, Bylaws, Design Regulations, and financial statements. The records of the Association may be audited as the Board may determine.

Section 2.08 LIABILITY INSURANCE:

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

Article III. ANNUAL AND SPECIAL ASSESSMENTS

Section 3.01 ASSESSMENTS:

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

(a) Annual assessments for real estate taxes, insurance and maintenance of the common open space including the Parkland, park facilities, the Buffer/Trail Corridor, Common Area, and subdivision streets; and

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

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

Section 3.02 ASSESSMENT OF SCHOOL LOT

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

Section 3.03 PURPOSE OF ASSESSMENTS:

Assessments levied by the Master Association and Association (collectively "Associations") shall be used to promote the recreation, health, safety, and welfare of the owners; for improvements, repair,

and maintenance of roads and easements, and any other purpose, expressed or implied, in the Covenants and Master Covenants.

Section 3.04 AMOUNT AND APPROVAL OF ASSESSMENTS:

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

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

Section 3.05 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

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

Section 3.06 EFFECT OF NONPAYMENT OF ASSESSMENTS:

Assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owners obligated to pay the same or foreclose the lien against the lot. No owner may waive or otherwise escape liability for assessments by non-use of common open space or by abandonment of their lot.

Upon delivery of the notice of assessment to the owner, the assessment shall be a lien upon the owner's lot until paid. The Association may record a notice of the lien with the Clerk and Recorder of Gallatin County, Montana. In the event of non-payment within thirty (30) days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. In an action for the collection of delinquent assessments, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in such action.

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

Section 3.07 **SALE OR TRANSFER OF A LOT:**

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

Article IV. PROPERTY USE

Without limiting the applicability of the remaining provisions of the Master Covenants, for the purposes of property uses and restrictions within the Property, the Association, owners, and all lots within the Property shall be subject to the following related items in the Master Covenants: lot types, storage of equipment, commercial vehicles, recreational equipment storage, offensive activity, design guidelines, Design Review Committee, and use and guideline restrictions; and subject to the following County required covenants as set forth in Article XII of the Master Covenants: residential land use, parks, common area, trails, control of noxious weeds, solid waste disposal, animals, issues involving abutting agricultural areas, restriction on further subdivision, responsibility of subdivision roads, erosion control measures, and county required fire protection requirements.

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

Article V. FINE SCHEDULE FOR VIOLATIONS

Pursuant to Article VIII of the Bylaws the Board may adopt and apply a fine schedule for violations of the Covenants, Bylaws or rules. The fine schedule and associated rules, and regulations adopted by the Subdivision's Master Association shall govern and control this matter.

Article VI. TERM, ENFORCEMENT, APPLICABILITY AND CHANGE**Section 6.01** **TERM:**

The term of the Covenants shall be perpetual and the Covenants may be modified, altered or amended during the initial ten (10) year period only by the Declarant, at the Declarant's sole option, provided however, the approval of the Gallatin County Commission and Declarant shall be required via

public hearing for any and all modifications, alterations and amendments to county required covenants (italicized language), whether prior to or after said initial ten (10) year period.

Section 6.02 ENFORCEMENT:

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

Should any lawsuit or other legal proceeding be instituted by the Association(s) or an owner against an owner alleged to have violated one or more of the provisions of the Covenants, the party in whose favor final judgment is rendered shall be entitled to their costs and reasonable attorney's fees incurred in such proceeding.

Section 6.03 WAIVER AND VARIANCE:

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

Section 6.04 CONVEYANCE:

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

Section 6.05 CHANGE:

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

Section 6.06 NOTICES:

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

Section 6.07 SEVERABILITY:

The provisions of this Declaration are independent and severable. Invalidity of any one or more provision by judgment, court order, or decree shall in no way affect the validity or enforceability of any other provisions, which provisions shall remain in full force and effect. Any provision violating the rule

against perpetuities or the rule prohibiting unlawful restraints on alienation shall be construed or severed in a manner as to make the Covenants valid and enforceable.

Section 6.08 **NUMBER AND GENDER:**

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

Section 6.09 **CAPTIONS:**

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

Section 6.10 **CONFLICTS IN LEGAL DOCUMENTS:**

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

Section 6.11 **EXHIBITS:**

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

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

IN WITNESS WHEREOF, Declarants execute this Declaration as of this 1st day of July, 2026.

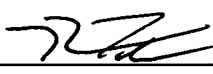
GOOCH HILL WEST, LLC

a Montana limited liability company

By: 
Kevin Cook, Managing Member

RBS DEVELOPMENT, LLC

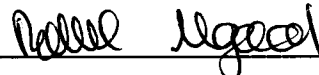
a Montana limited liability company

By: 
Kevin Cook, Managing Member

STATE OF MONTANA)

: ss.
County of Gallatin)

Acknowledged before me this 1st day of July, 2026 by Kevin Cook, as the Managing Member of Gooch Hill West, LLC, and as the Managing Member of RBS Development, LLC.

(SEAL): 

Notary Public for the State of Montana

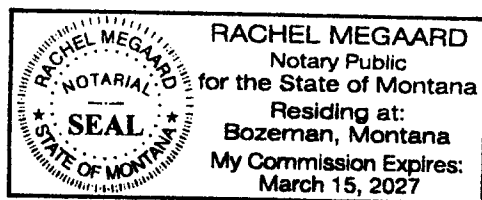


EXHIBIT A – WOODLAND PARK PHASES I, II, III, IV B, IV C, V & VI A SUBDIVISION PLAT

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

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

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

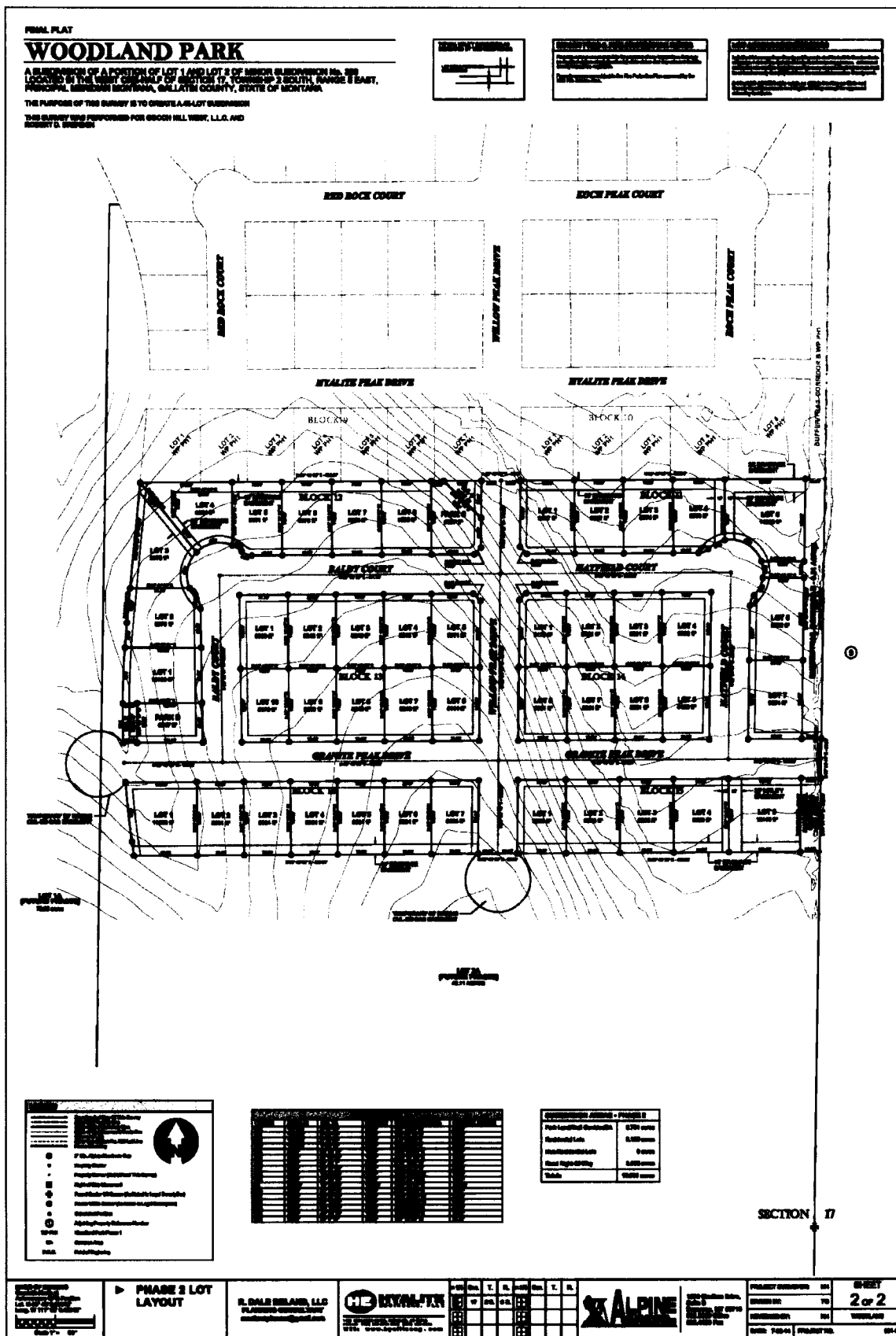
Lots 1 to 6, Block 15; Lots 1 to 9, Block 16; Lots 1 to 8, Block 17; Lots 1 to 8, Block 18; Lots 1 to 5, Block 19; and Lots 1 to 7, Block 20 of Phase III

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

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

Lots 10 to 16, Block 36; Lot 1, Block 37; Lot 1 to 17, Block 38; Lots 1 to 12, Block 39; Lots 1 to 8, Block 40; of Phase VI A

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



FINAL PLAT OF WOODLAND PARK MAJOR SUBDIVISION PHASE 5

A PORTION OF THE REMAINDER OF LOT 1B OF WOODLAND PARK PHASE 4A (J-614), AND A PORTION OF LOT 2 OF MINOR SUBDIVISION #393 LOCATED IN THE WEST ONE-HALF OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN, MONTANA, GALLATIN COUNTY, STATE OF MONTANA.

OWNER OF SURVEY:

PREPARED BY:

DATE OF SURVEY:

DATE OF PLAT:

COMMISSIONER OF COUNTY RECORDS:

COMMISSIONER OF COUNTY TREASURY:

COMMISSIONER OF COUNTY ENGINEERING:

COMMISSIONER OF COUNTY HEALTH:

COMMISSIONER OF COUNTY AGRICULTURE:

COMMISSIONER OF COUNTY EDUCATION:

COMMISSIONER OF COUNTY SOCIAL SERVICES:

COMMISSIONER OF COUNTY ENVIRONMENTAL SERVICES:

COMMISSIONER OF COUNTY ECONOMIC DEVELOPMENT:

COMMISSIONER OF COUNTY COMMUNITY DEVELOPMENT:

COMMISSIONER OF COUNTY CULTURAL AFFAIRS:

COMMISSIONER OF COUNTY HISTORIC PRESERVATION:

COMMISSIONER OF COUNTY LAND MANAGEMENT:

COMMISSIONER OF COUNTY PLANNING AND ZONING:

COMMISSIONER OF COUNTY PUBLIC UTILITIES:

COMMISSIONER OF COUNTY TRANSPORTATION:

COMMISSIONER OF COUNTY INFRASTRUCTURE:

COMMISSIONER OF COUNTY RECREATION:

COMMISSIONER OF COUNTY PARKS AND RECREATION:

COMMISSIONER OF COUNTY OPEN SPACE:

COMMISSIONER OF COUNTY LANDSCAPE ARCHITECTURE:

COMMISSIONER OF COUNTY ARCHITECTURE:

COMMISSIONER OF COUNTY INTERIOR DESIGN:

COMMISSIONER OF COUNTY FURNITURE DESIGN:

COMMISSIONER OF COUNTY LIGHTING DESIGN:

COMMISSIONER OF COUNTY SOUND DESIGN:

COMMISSIONER OF COUNTY VIDEO DESIGN:

COMMISSIONER OF COUNTY GRAPHIC DESIGN:

COMMISSIONER OF COUNTY WEB DESIGN:

COMMISSIONER OF COUNTY SOFTWARE DEVELOPMENT:

COMMISSIONER OF COUNTY SYSTEMS ADMINISTRATION:

COMMISSIONER OF COUNTY NETWORKING:

COMMISSIONER OF COUNTY SECURITY:

COMMISSIONER OF COUNTY COMPLIANCE:

COMMISSIONER OF COUNTY RISK MANAGEMENT:

COMMISSIONER OF COUNTY INSURANCE:

COMMISSIONER OF COUNTY LEGAL COUNSEL:

COMMISSIONER OF COUNTY FINANCIAL ADVISOR:

COMMISSIONER OF COUNTY ACCOUNTING:

COMMISSIONER OF COUNTY TAX SERVICES:

COMMISSIONER OF COUNTY INVESTMENT MANAGEMENT:

COMMISSIONER OF COUNTY PORTFOLIO MANAGEMENT:

COMMISSIONER OF COUNTY ASSET MANAGEMENT:

COMMISSIONER OF COUNTY LIABILITY MANAGEMENT:

COMMISSIONER OF COUNTY CREDIT RISK MANAGEMENT:

COMMISSIONER OF COUNTY OPERATIONAL RISK MANAGEMENT:

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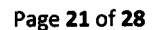


EXHIBIT B - WOODLAND PARK PHASES I, II, III, IV B, IV C, V & VI A FIRE PROTECTION PLAN

This fire protection plan is created pursuant to Sections 2.1 and 6 of Appendix I of the Gallatin County Subdivision Regulations (hereinafter "Appendix I") for Woodland Park Phases I, II, III, IV B, IV C, V, & VI A which includes the following:

- For development of non-residential uses (M-I zoning) –

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

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

- For residential development (RX-MD zoning) –

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

Note: If a residential structure exceeds 3,600 sq. ft., the minimum flow and duration shall meet the requirements set forth in Table H.5.1 of the UFC, and shall meet the current edition of the Fire Code adopted by the State of Montana for construction methods, i.e. fire walls, etc. or utilize approved automatic sprinkler systems compliant with the most current edition of the applicable NFPA 13 standard.

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

Plan Conditions:

1. Where review or approval of any fire protection requirement is to be performed by the Hyalite Fire District (HFD), another qualified authority or expert, approved by the HFD, may provide such review or approval at the expense of the subdivider/property owner.
2. Any new roads constructed shall meet or exceed Gallatin County Road standards, including but not limited to construction, width and grade. The access routes shall be approved by the HFD.
3. Credit for the use of existing fire protection water supply features may be considered by the HFD provided the feature meets the current applicable Gallatin County Fire Council fire protection standards and be approved by the HFD. A written plan shall be provided to and approved by the HFD providing for funding, use, maintenance and future upgrades of the feature. If the proposed plan requires any cooperative agreements, or actions, between the subdivider/property owner and any other party, those shall be completed prior to the proposed plan being accepted by the HFD. This includes but is not limited to contracts, joint ownership, etc. The subdivider/property owner shall provide, at their expense, current performance test data for the fire suppression water supply system based on current field measures, certified in writing by a professional engineer licensed in Montana. The subdivider/property owner shall provide detailed descriptions and specifications and drawings of the as-built construction and water supply system components of the pond, water main system, pump, and hydrant(s) to the HFD. The HFD

- will require the subdivider/property owner to pay for an independent validation review of the fire protection water system by a Professional Engineer (PE) licensed in Montana and approved by the HFD.
4. Residential structures exceeding 3,600 square feet in area or 25 feet in height shall be subject to additional requirements for fire protection water supplies as described according to construction and square footage of the structure in the current edition of the Fire Code adopted by the State of Montana and approved by the Hyalite Fire District. When fire sprinkler systems are being utilized the Fire Service Area shall receive a stamped set of engineered sprinkler system plans for review and approval prior to construction. Inspections shall be scheduled, with 48 hours notice, during construction and after completion.
 5. All covenants required to meet the fire protection requirements shall be recorded with the subdivision final plat. Any amendment to the fire protection covenants must be approved by the County Commission and the HFD. The HFD is granted standing in the covenants of the subdivision for the purpose of enforcing all fire protection requirements. A fire protection note, calling attention to the fire protection requirements shall be placed on the final subdivision plat.
 6. Each commercial structure that is required to provide fire detection and/or fire protection sprinkler systems, shall have installed a lock box to hold keys to the exterior and interior doors. The lock box make and model, and the location shall be approved by the HFD. The lock box shall contain current contact information for a local, responsible party or parties who will respond to fire alarms or fire sprinkler system alarms. A fire protection water supply shall be provided that meets or exceeds the minimum required fire flow and flow duration for buildings as described in the current edition of the Fire Code, as adopted by the State of Montana.
 7. All commercial structures that are required to provide fire detection and/or fire protection sprinkler systems, either by code or as part of the Fire Protection Plan, shall have the plans reviewed and approved by the HFD. These systems shall comply with the current edition of the Fire Code, as adopted by the State of Montana, for design and installation.
 8. Structures with fire protection sprinkler systems shall be allowed to have a minimum of one (1) approved fire hydrant delivering 1000-gallons-per-minute at 20 psi for 2 hours at a maximum travel distance of 5,000 feet to the furthest lot line on an HFD-approved route.
 9. Fire hydrant locations and distribution – Fire hydrants shall be provided in accordance with the current edition of the Fire Code, as adopted by the State of Montana. Locations and distribution shall be reviewed and approved by the HFD before construction.
Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads.
 10. All structures shall be built meeting or exceeding the requirements of the current editions of the Fire and Building codes, as adopted by the State of Montana.
 11. Alternative fire protection technologies, means, features or systems may be approved by the HFD where they provide fire protection equivalent to or greater than required in Appendix I of the Gallatin County Subdivision Regulations.
 12. Addressing on the building shall be contrasting on the building and reflective on the street. Number size shall be four-inch (4") minimum height. Sign numbers and the background shall be made of retro-reflective material. Address signs shall meet the requirements of the HFD. This requirement affects both new and existing structures.
 13. Fire apparatus shall be able to park on a roadway, driveway, or fire apparatus parking area within 150 feet of all parts of the exterior of the building. New roadways, driveways, or fire apparatus parking areas shall be engineered and constructed to safely support a 30-ton, two axle fire apparatus.

14. A map or electronic file, in both AutoCAD and PDF formats, of the subdivision shall be provided to the HFD indicating streets, addresses, street names, fire protection features, lot lines, building envelopes, utilities, easements, etc.
15. All fire protection water supply features shall meet or exceed the appropriate fire protection standard adopted by the Gallatin County Fire Council, which are based on the current edition of the Fire Code, as adopted by the State of Montana.
16. Travel routes to fire protection water supply features shall be approved by the HFD.
17. Fire protection sprinkler/fire alarm project tracking process will be required by the HFD where a structure has a fire protection sprinkler system installed as a part of a subdivision fire protection plan. The tracking process may be administered by the HFD. The tracking process requirements are as follows:
 - a) The property owner shall provide 14-day written notice of intent to build a structure with fire protection sprinkler system, and where applicable, fire alarm system, engineered by a PE. A plan review fee will be paid by the subdivider/owner to the HFD. A fee schedule shall be determined by the HFD. In lieu of a plan review fee and at the discretion of the HFD, the HFD may require a third-party review (selected by the HFD) of the plans at the expense of the subdivider/property owner.
 - b) The property owner shall provide written certification by a PE that the fire protection sprinkler system and, where applicable, fire alarm system, are installed and fully operational prior to enclosure with sheet rock or interior wall covering installation. The HFD shall be permitted to witness the testing with a minimum of 48 hours advanced notice.
 - c) The subdivider or property owner shall provide written certification, to the HFD, by a PE and the subdivider or property owner that all fire protection requirements have been met prior to final occupancy. The HFD shall be permitted to witness the checklist inspections required in this section. The subdivider or property owner shall provide the HFD with 48 hours' notice of the checklist inspections.
 - d) Occupancy of new structures shall be permitted only when all fire protection requirements have been met as determined by the HFD.
18. If the builder or home owner decides to provide a Fire Sprinkler System, then the Fire Sprinkler System shall be connected to a public water supply, if available and the system shall be engineered by a licensed engineer (PE), installed and fully operational and compliant with the current edition of the applicable NFPA standard.
19. A Vegetation Management Plan is required for all subdivisions that have any Common Space, Open Space or Parkland.

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

- a) The HFD is granted standing in the covenants of the subdivision for the purpose of enforcing all fire protection requirements. A fire protection notes, calling attention to the fire protection requirements shall be placed on the final subdivision plat.
- b) Fire protection features must be maintained to their original performance capability in perpetuity by, and at the expense of, the property owners. Performance of all fire protection features shall be certified annually, by the use of field measures, by the HFD or by a PE licensed in Montana. If a PE is to be used, a report shall be submitted, in writing, to the HFD to ensure continued specified capability.

The annual certification by the PE shall be at the expense of the property owners. The PE shall be approved by the HFD.

- c) The fire department shall have unrestricted use, in perpetuity (at no cost to the fire department) of the fire protection features including but not limited to water sources, pumps, and hydrants.
- d) To allow for emergency vehicle access to structures, the property owner shall provide a driveway meeting the following requirements as approved by the HFD: a minimum unobstructed driving surface of 12 feet for driveways less than 300 feet long and a 16 foot driving surface for any driveway over 300 feet long; a vertical clearance of 15 feet; and a four foot zone of reduced vegetation on each side of the driving surface. If a driveway that is less than 16 feet wide is approved by the HFD, turnouts shall be designed and constructed every 300 feet along the driveway's length.

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

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

EXHIBIT C - WOODLAND PARK PHASES I, II, III, IV B, IV C, V & VI A COUNTY REQUIRED COVENANTS

*a. The control of noxious weeds by the property owner's association on those areas for which the association is responsible (right(s)-of-way, easement(s), parks, and any other common areas) and the control of noxious weeds by individual property owners on 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. The control of Noxious Weeds is the responsibility of the property owner whether the lot is improved or unimproved and shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA § 7-22-2101 through 7-22-2153 as amended) and the rules, regulations, and management Plans of the Gallatin County Weed Control District. The property owner shall be responsible for the control of State and County declared noxious weeds on his or her lot, and the Subdivision road right-of-way and/or road easement(s) adjoining their property. In the event a property owner does not control the noxious weeds, after 10 days' notice from the property owner's association, the association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment. Nothing herein shall require or obligate the Gallatin County Weed District to undertake any management or enforcement on behalf of the property owner's association or property owners that is not otherwise required by law, or the rules, regulations, and management plans of the Gallatin County Weed District. **Natural Environment and Agriculture***

*b. Pets shall be controlled by each property owner and not allowed to roam at large. **Wildlife and Agriculture***

*c. All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for the pertinent seismic zone, and current building codes. **Public Health and Safety.***

*d. Design and construction of the subdivision and all buildings within the subdivision must conform to the current adopted edition of the International Fire Code and appendices; 2012 Ed. (IFC) and Gallatin County Subdivision Fire Protection Requirements and appendices. **Public Health and Safety***

*e. Any fire protection covenant required as a condition of final plat approval, whether explicitly stated in the conditions or left to the discretion of the Hyalite Rural Fire District, shall be maintained in perpetuity and may not be amended or revoked without the consent of the Fire District. **Public Health and Safety***

f. Temporary erosion control measures shall be installed and continuously maintained for the duration of construction and shall include:

- All non-construction areas shall be clearly marked and protected during construction by fencing or other identification;*
- 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; and*
- All soil disturbance activities shall cease if adverse weather conditions exist. Adequate temporary erosion control measures shall be immediately installed during adverse weather conditions. **Natural Environment and Public Health and Safety***

g. No water wells, for either domestic or irrigation purposes, shall be allowed on all individual developable lots.
Natural Environment and Public Health and Safety

h. Lot purchasers are hereby notified that State of Montana law provides specific protections in regards to liability and nuisance claims for agricultural operations and irrigators. Those specific protections include, but are not limited to Section 85-7-2211, MCA; Section 85-7-2212, MCA; and Section 27-30-101, MCA.
Agricultural Water User Facilities

i. No water may be removed from any irrigation ditch, canal, or other water conveyance facility without a water right, permit, or written water lease agreement with the appropriate water users and/or water conveyance facility's authorized representatives.
Agricultural Water User Facilities

j. Unless there is written consent from the appropriate water users and/or water conveyance facility's authorized representatives, stormwater, snowmelt runoff, water from dewatering practices, or other water originating from within the boundaries of the subdivision shall not discharge into or otherwise be directed into any irrigation ditch, canal, pipeline, or other water conveyance facility.
Agricultural Water User Facilities

k. Property owners shall remove any trash or debris that originated from within the subdivision and has accumulated in the water conveyance facilities passing through the subdivision by no later than May 1st of each year. If any lot owner fails to remove the trash or debris as described above, the water users and/or water conveyance facility's authorized representatives may cause the trash or debris to be removed and bill the lot owner for such efforts.
Agricultural Water User Facilities

l. Property owner's association and property owners are hereby notified of the water users, water conveyance facility's authorized representatives, and/or their designee's right to access the property to maintain and repair the water conveyance facility (this includes, but is not limited to, placement of excavated material, removal of vegetation and debris along the water conveyance facility); to install, repair, and or adjust headgates and other diversion structures; and to carry out other normal means of repair and maintenance related to the ditch/canal.
Agricultural Water User Facilities

m. To assure non-interference with water conveyance facilities, any new structures (other than structures for the maintenance and operation of the water conveyance facility), fences, landscaping (other than grass), or roads, may not be installed or erected within the water conveyance facility noninterference setback, except where agreed to in writing by the water users and/or water conveyance facilities authorized representatives.
Agricultural Water User Facilities

n. Lot owners shall not undertake any activity that would result in the interference or obstruction in the transmission of water in the water conveyance facility. Before any maintenance, improvements, or modifications are performed on any water conveyance facility, written permission must be obtained from the water users and/or water conveyance facility's authorized representatives prior to commencing such work. Upon completion of maintenance, improvements, or modifications to any water notice to the water users and/or water conveyance facility's authorized representatives and allow them an opportunity to inspect such work.
Agricultural Water User Facilities

o. All drive accesses installed, altered, changed, replaced or extended for any developable lot shall not exceed 24 feet in width, measured at the right-of way line, and 30 feet in width measured at the curb line. Drive accesses may not be located closer than eight feet (8') to any side property line, unless shared access with the adjoining property is approved. Modified drive access standards shall be approved at the discretion of the Road and Bridge Superintendent.
Public Health and Safety

*p. The Hyalite Rural Fire District, shall be made party to these covenants for the purpose of enforcement of the fire covenants. Compliance with and enforcement of the fire protection covenants and requirements is primarily the responsibility of the property owners and their association. Should it become necessary for the Hyalite Rural Fire District, to take steps to enforce these covenants, including filing a court action, Hyalite Rural Fire District, shall be entitled to recover the reasonable expenses of such action, including court costs and attorney fees. **Public Health and Safety***

*q. Gallatin County is an intended third-party beneficiary of these county required covenants. Compliance with and enforcement of these covenants is primarily the responsibility of the property owners and their association. However, Gallatin County has the right to seek enforcement of these county required covenants through any action in law or in equity, and against individual property owners or their association. Should it become necessary for Gallatin County to take steps to enforce these covenants, the County is entitled to recover its costs, expenses, and reasonable attorney's fees of the Gallatin County Attorney. **Wildlife, Agriculture, Natural Environment and Public Health and Safety***

*r. Any covenant, which is included herein as a condition of the preliminary plat approval and required by the County Commission shall not be amended or revoked without the mutual consent of the owners, in accordance with the amendment procedures in the covenants, and the County Commission. **Wildlife, Agriculture, Natural Environment and Public Health and Safety***