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Eric Semerad - Gallatin County, MT MISC



**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WHITE HORSE RANCH SUBDIVISION
GALLATIN COUNTY, MONTANA**

This Declaration of Covenants, Conditions, and Restrictions for the White Horse Ranch Subdivision is made this 10th day of August, 2021, by BOZEMAN DEVELOPMENT FUND, LLC, authorized to do business in the State of Montana, whose principal place of business and post office address is 1978 Kidd Circle, Park City, UT 84098, hereinafter referred to as the "Declarant."

Declarant is the owner of land in Gallatin County, State of Montana described in Exhibit "A" attached hereto and made a part hereof. All the land described in Exhibit "A" is collectively referred to as "White Horse Ranch" or the "White Horse Ranch Subdivision". Declarant intends to develop the land with single family residences, public and private parks and open space. White Horse Ranch will be a community consisting of single-family attached and detached homes that will combine a variety of architectural elements which allow for flexibility while at the same time making them ideal for compatible contemporary design. The Declarant intends to develop White Horse Ranch in a single phase and to impose mutually beneficial restrictions and guidelines under a general plan of improvement for the benefit of all of the Lots within White Horse Ranch in accordance with the applicable laws of the State of Montana and Gallatin County.

Declarant hereby declares that all land described in Exhibit "A" shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the White Horse Ranch Covenants, meaning the covenants, conditions, and restrictions set forth in this declaration and any subsequent amendments hereto, all of which are intended to enhance the desirability and attractiveness of the land. These covenants, conditions, and restrictions shall run with the land and shall be binding upon all persons having or who acquire any right, title or interest in and to the land, and shall inure to the benefit of the Declarant, the Association, and each person who becomes an owner of the land.

ARTICLE I
DEFINITIONS

SECTION 1. The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings.

- a. "Architect" shall mean a person registered to practice architecture in the State of Montana.
- b. "Architectural Review Committee" shall mean the committee created under Article III of this Declaration.
- c. "Association" shall mean the White Horse Ranch Community Association, and its successors and assigns which shall serve and may be referred to as the Homeowners' Association.
- d. "Board" shall mean the Board of Directors of the Association.

- e. "By-Laws" shall mean the by-laws of the Association.
- f. "County" shall mean Gallatin County, State of Montana, and its appropriate departments, officials, and boards.
- g. "Covenants" shall mean this Declaration of Covenants, Conditions and Restrictions ("Declaration"), together with any subsequent amendments or additions.
- h. "Declarant" shall mean BOZEMAN DEVELOPMENT FUND, LLC or such other person entity or corporation who BOZEMAN DEVELOPMENT FUND, LLC may be, by a recorded document, designated as the Declarant.
- i. "Design Guidelines" shall have the meaning provided in the preamble (Purpose and Intent) of Article V of this Declaration.
- j. "Lot" shall mean and refer to only that land so divided into a lot, tract or parcel that is; (a) described in Exhibit "A" and "B" or hereafter annexed subject to the White Horse Ranch Covenants and; (b) designated by the Declarant for commercial or residential use. The term lot does not include any portion of the Parks or Open Space.
- k. "Parks" shall mean all land and interest therein which has or may be conveyed to Gallatin County or any other governmental agency, including but not limited to all lands identified as public parks as delineated on the final plats of the White Horse Ranch Subdivision. The word "Parks" when used herein in the singular form may refer to a portion of the total Parks delineated on the final plat of the White Horse Ranch Subdivision. Any portion of the designated Parks may be transferred to an appropriate organization subject to the restriction governing the maintenance and improvements of Parks contained herein. The word "Parks" does not include any private open space. Parks shall be maintained and improved consistent with the provisions of these covenants governing maintenance of parks and improvements of parks. All Parks are hereby declared to be dedicated to public use and available for the use and enjoyment of the public.
- l. "White Horse Ranch Architectural Review Committee", also referred to as the ARC, shall mean the committee that reviews building proposals for conformance to the provisions of these covenants and approves, conditionally approves, or rejects the same as outlined in Article III of this Declaration.
- m. "White Horse Ranch" shall include all land described in Exhibits "A" and "B", together with such other land as may be annexed pursuant to the provisions of these Covenants.
- n. "Open Space" shall include all areas delineated as such on the final plats of the White Horse Ranch Subdivision. Open space, including the detention / retention ponds, shall remain in the ownership and control of the Association. These lands shall be transferred to the Association and maintained by the Association for the use and benefit of the Owners.

- o. "Owner" also referred to as lot owner, member and home owner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to in any lot which is a part of White Horse Ranch, or in any individual unit on a Commercial Lot, including contract purchasers, but excluding those having such interest merely as security of the performance of an obligation.

ARTICLE II
LAND SUBJECT TO THIS DECLARATION

SECTION 1. The land described in Exhibit "A" attached hereto and described as White Horse Ranch Subdivision shall be held, sold, conveyed, leased, encumbered, occupied and improved subject to this Declaration. The entire property shall be known as "White Horse Ranch".

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE

SECTION 1. CREATION - MEMBERSHIP

There is hereby created an Architectural committee which is herein referred to as the White Horse Ranch Architectural Review Committee (the "ARC"). The Declarant shall act as the ARC or may appoint up to three (3) persons, appointed by the Declarant, to act as the ARC. On or after seventy five percent (75%) of the homes have been constructed in White Horse Ranch, one of the members may be chosen by a majority of the Owners, as shall be determined by the Owners, by notice in writing to the Homeowner's Association. On or after ninety percent (90%) of the homes have been constructed in White Horse Ranch, two of the members may be chosen by a majority of the Owners, as shall be determined by the Owners, by notice in writing to the Homeowner's Association. At (100%) build-out of the project, all of the members shall be chosen by a majority of the Owners. ARC members shall serve three (3) year terms. The ARC may consist of the same persons who are the Board of Directors of the Association.

SECTION 2. SELECTION

If no successor is appointed on or before the expiration of an individual member's term, he shall be deemed to have been re-appointed for another term. On the death or resignation of an individual member, a replacement shall be selected by the remaining members of the ARC to fill out the unexpired term.

SECTION 3. PURPOSE

The ARC shall be responsible to enforce the Design Guidelines established herein and adopt such procedures, as it deems necessary to carry out its functions, which rules, by-laws and procedures may not be inconsistent with the provisions of these Covenants and the Design Guidelines included herein.

SECTION 4. ARC REVIEW

No construction, reconstruction, alteration, remodeling, landscaping, fence, wall or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any lot until building drawings, plans and specifications (which must have been prepared by a professional, well versed in all construction, reconstruction, alteration or remodeling), and such other information as the ARC may reasonably require, including without being limited to, colors, building materials, plans and elevations, have been submitted to, and approved by, a majority of the ARC in writing; nor may the same be commenced until the ARC shall have issued approval allowing for such improvements.

SECTION 5. CONFORMITY TO CODES and COUNTY APPROVAL

The ARC shall require that all construction comply with the provisions of the following standard codes or their amendments:

International Conference of Building Officials
National Plumbing Code
National Electrical Code
National Fire Protective Association
Gallatin County Subdivision Regulations

The powers and approvals of the ARC shall be subject to the powers and necessary approvals of the County.

SECTION 6. AUTHORITY TO APPROVE

The ARC shall have the authority to reject the materials, designs and colors submitted with plans, or the plans themselves, if they are not compatible with the rest of the subdivision, or are inappropriate, incomplete or defective.

SECTION 7. VARIANCES

The ARC shall have the authority to grant variances to the house locations, setback requirements, minimum height, minimum square footage, and where, in its discretion, it believes the same to be appropriate and necessary and where the same will not be injurious to the rest of the subdivision or against current building codes or the GALLATIN COUNTY SUBDIVISION REGULATIONS.

SECTION 8. SUBSTANTIAL COMPLIANCE

All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the approval of the ARC must be completed in substantial compliance with the plans and specifications initially approved by the ARC and for which approvals have been issued.

SECTION 9. ENFORCEMENT

The ARC shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and as more particularly set forth in Section 8 and shall have the authority to revoke or suspend building approvals and/or order the suspension or cessation of any construction or work in the violation of these covenants or of any approvals issued by the ARC.

SECTION 10. FEES

The ARC may require reasonable fees to be paid with the filing of plans and specifications and the issuance of building approval to defray its expenses and the expenses of inspections and enforcement of the provisions of these covenants.

SECTION 11. LIABILITY

The ARC, or the individual members thereof, may not be held liable by any person for any damages which may result from ARC action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance, suspension or enforcement of building permit or any delays associated with such action on the part of the ARC.

ARTICLE IV DESIGN REVIEW PROCESS

All improvements constructed within the White Horse Ranch Subdivision shall be built in conformance with the Design Guidelines (Appendix A), a separate document, adopted to govern the building of any and all structures in the White Horse Ranch Subdivision. The Design Guidelines are incorporated by reference herein and are enforceable as if they are a part of this document, however, the Design Guidelines may be amended by a separate process defined therein and are not required to be filed with the Gallatin County Clerk and Recorder.

The following design review process shall apply to all Lots within the White Horse Ranch Subdivision.

SECTION 1. SUBMISSION OF PLANS BEFORE CONSTRUCTION

No residence, commercial building, fence, wall, garage, outbuilding, landscape improvements, or other structure shall be made, erected, altered or permitted to remain upon the Lots until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location of the same shall have been submitted and approved, in writing, by a majority of the ARC as to compliance with these Covenants, as well as appropriate County review & permitting.

SECTION 2. GENERAL REQUIREMENTS

Submit two copies of the required documents for each design review and the appropriate

design review fee made out to the White Horse Ranch HOA. Submittals shall be made to:

White Horse Ranch Architectural Review Committee
C/O Jon Evans / Mike Stewart
1045 Reeves Road E, Unit A
Bozeman, MT 59718

- a. The design review cycle begins on Monday of each week. Submittals must be received by noon on Friday of the previous week. All documents must be dated and labeled with "White Horse Ranch Architectural Review Committee" and specific project title, Lot number, and address.
- b. Upon ARC review, the owner will be notified within ten (10) business days after the start of the review cycle date that the design has been approved, approved with conditions, or disapproved. Submittals deemed incomplete will be returned.
- c. The reasons for approval with conditions, and disapproval shall be clarified for the owner in writing. If the ARC does not contact the owner within ten (10) business days of the review commencement date, the application shall be deemed "disapproved".
- d. Request for withdrawal of an application may be made without prejudice, provided the request for withdrawal is made in writing to the ARC. If an application has been denied, or the approval is subject to conditions that the owner feels are unacceptable, the owner may request a hearing before the ARC to justify his/her position. The ARC will consider the Owner's arguments and facts and notify the owner of its final decision within ten (10) days of the hearing.

SECTION 3. COMPLETION OF IMPROVEMENTS

Any structure approved, must be erected and completed within one (1) year from the date of approval. If any structure is commenced and is not completed in accordance with the plans and specifications within one year, the Board of the Association, at their option, may take such action as may be necessary, in their judgment, to improve the appearance so as to make the property harmonious with other properties and to comply with these Covenants, including completion of the exterior or the combination thereof, or removing the uncompleted structure or similar operations. The Owner is responsible for any expenditure during this process. A lien on the property may be recorded and shall be enforceable by an action at law. In lieu thereof, the Association may take such action as is available by law, including an injunction, or and action for damages. If construction of a structure is not commenced within one year after approval, the approval shall be deemed denied and a new approval must be obtained prior to the commencement of construction. The landscaping provided in the landscaping plan must be completed within one (1) year of the completion of the construction authorized.

SECTION 4. LIABILITY AND VARIANCES.

In reviewing and approving plans and specifications, the ARC shall take into consideration

the suitability of the proposed building or other structure, the materials used for construction, its harmony with the surroundings, and the effect of the building on other structures, as planned, as viewed from adjacent or neighboring lots. The ARC shall use reasonable judgment in reviewing and approving all such plans and specifications but shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it is shown that the ARC acted with malice or wrongful intent.

Neither the Association, the Declarant, the Board of Directors, the ARC nor the individual members thereof, may be held liable to any person for any damages for any action taken pursuant to these Covenants, including but not limited to, damages which may result from correction, amendment, changes or rejection of plans and specifications, the issuance of approvals, or any delays associated with such action on the part of the ARC.

Further, the ARC may, upon application, grant a variance from the Design Guidelines, provided that the intent of these Covenants is complied with. All variance requests pertaining to the ARC approvals must be made in writing to the ARC. Any variance granted shall be considered unique and will not set any precedent for future decisions. The ARC, in reviewing and considering an application for a variance, shall consider the nature of the hardship claimed, the impact on the adjacent lot owners, the impact on White Horse Ranch, and any proposed mitigations for the impacts. The ARC shall have the duty and power to make the final decision on the granting of the variance, without any liability being incurred or damages being assessed due to any decision of the ARC.

SECTION 5. REVIEW PROCEDURES.

The following procedures outline the review process to be conducted by the ARC for homes constructed in the White Horse Ranch Subdivision.

The design review process is a two-step process. The first submittal will be for a Sketch Design Review. This review is intended to indicate to the applicant if their design direction will be deemed appropriate for the White Horse Ranch Subdivision. Scaled plans and elevations are not required for this portion of the review process and can be of any medium that represents the applicant's intention.

Upon completion of the Sketch Design Review, the applicant can proceed with design and then make formal application for the Final Design Review. It is important to note that all structure designs must be four-sided designs. Designed elevations of all sides of all structures must be presented during the Final Design Review and all elevations will be reviewed.

The Review Procedures are more specifically described as follows.

a. SKETCH DESIGN REVIEW

In addition to verifying the required setbacks, this review checks the designs for correct interpretation of the Design Guidelines. Simultaneously with the

submission of any initial building plans for any lot, the owner thereof must also submit to the ARC a landscape plan.

Submittal Form Required: **Form A** - Sketch Review Application.

Submittal Fee: \$400

Minimum Submittal Requirements – Site Plan with setbacks, floor plans, exterior elevations, and conceptual landscape plan.

b. **FINAL DESIGN REVIEW.**

This review checks the construction documents for compliance with the Design Guidelines and verifies that the construction documents are in conformance with the Sketch Design Review and address any ARC comments made at that time. Conformity to applicable local regulations and building codes, as well as obtaining appropriate permits is the responsibility of the architect and/or builder.

Submittal Form Required: **Form B** - Final Design Review Application.

Submittal Fee: Included in Sketch Design Review Fee

Minimum Submittal Requirements – All architectural construction documents representing those documents that would be submitted to the County for a building permit, including the floor plan, all elevations, site plan, exterior materials list, and color scheme (description with photos are acceptable). The landscape plan must set forth in detail the landscaping to be installed, placed or planted on such lot, including paths, walks, shrubs, trees, rocks, walls or any feature to be incorporated into a landscape design or plan along with a plant list. Such landscape plan must be approved prior to commencement of construction or landscape installation.

c. Hyalite Rural Fire District Approval: All site plans must be submitted for review and approval by the Hyalite Rural Fire District before submittal to the ARC.

SECTION 6. CONSTRUCTION COMMENCEMENT.

Construction may not commence until all necessary permits are obtained and fees collected. A copy of Form B - Final Design Review Application bearing the ARC approval letter or stamp must be obtained before construction can begin on any home or building.

The ARC reserves the right to inspect any improvements for compliance during any stage of construction. The ARC is empowered to enforce its policy as set forth in the Design Guidelines and these Covenants by any action, in law or equity, to ensure compliance.

SECTION 7. MINOR CHANGES

It is anticipated that owners may wish to make improvements or modifications to their buildings or property during initial construction or at a future date. A change may be executed upon receipt of **Form C** – “Application for Change(s)” bearing the ARC stamp of approval. The fee for reviewing minor changes shall be \$50 and shall accompany the submittal.

SECTION 8. COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION

Each Owner grants to Declarant or the Association and reserves to Declarant or the Association, a lien upon the lot of the Owner to secure the faithful performance by the Owner of the requirements and restrictions contained in these Covenants. If any Owner shall fail to comply with the provisions of any Article or Section herein, or any other requirement for building location, setback, design, landscaping or construction within 10 days after Declarant or the Association shall have deposited in the United States postal system a notice to the Owner of the failure to comply, Declarant or the Association shall have the right to cause the necessary work to be done and to have a lien placed upon the Lot of the non-complying Owner for the reasonable cost of such work plus an additional amount equal to 10% of the cost of such work. If within 30 days the non-complying Owner does not pay to Declarant or the Association the sum secured by the lien, then Declarant or the Association may foreclose the lien in compliance with the mortgage foreclosure laws of the State of Montana for the aggregate of (I) the reasonable cost of such work (II) a sum equal to 10% of such work, and (III) all cost incurred by Declarant or the Association in foreclosing the lien, including a reasonable attorney's fee. Declarant or the Association is in no way precluded from seeking any remedy available to Declarant or the Association pursuant to the laws of Montana, including but not limited to immediate, temporary and permanent injunctive relief.

ARTICLE V
GALLATIN COUNTY REQUIRED COVENANTS

The restrictions referenced below and embedded in this Declaration were imposed by Gallatin County as conditions of preliminary plat approval. These covenants may not be amended or revoked without the mutual consent of the owners in accordance with the amendment procedures in these covenants and without the express written consent of the governing body of Gallatin County.

Building Code:

- a. All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for pertinent Seismic Zone, and current fire codes as adopted by the State of Montana.

Weed Control:

- a. The control of noxious weeds by the Homeowners' Association on those areas for which the Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (7-22-2101 through 7-22-2153 MCA) and the rules and regulations of the Gallatin County Weed Control District.

The landowner shall be responsible for the control of state and county declared noxious weeds on his or her lot. In the event a landowner does not control the noxious weeds, after 10 days' notice from the Homeowners' Association, the

Association may cause the noxious weed to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within 30 days of the mailing of such assessment.

Agriculture:

- a. Property owners of the subdivision are informed that nearby uses may be agricultural. Property owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical sprays and the use of machinery early in the morning and sometimes late into the evening.
- b. The maintenance of all subdivision exterior boundary fences shall be shared equally with adjacent property owners.

Common Facilities and Maintenance:

- a. The Homeowners' Association shall be responsible for the operation and maintenance of all interior subdivision roads, storm water retention ponds, surface irrigation, parks, trails and open space.
- b. Title to the park and common open space within the subdivision shall vest in the Homeowners' Association and be maintained and controlled by the Board of Directors of the Association.
- c. Membership in the Homeowners' Association shall be mandatory for each lot owner. Each lot owner shall be required to pay such fees as the Board of Directors of the Association deem appropriate for real estate taxes, insurance, and the maintenance of the interior subdivision roads, surface irrigation, trails and common facilities and open space.
- d. The Homeowners' Association shall be responsible for liability insurance in an amount to be determined by the Board of Directors of the Association, which insurance shall name Gallatin County as a loss payee.

Lot Access:

- a. All lots shall be limited to one driveway access.

Sidewalks:

- a. Sidewalks shall either be maintained by the individual lot owner or the Homeowner's Association.

Fire Protection:

a. Definitions

- i. "Fire Department" shall mean any fire service area, rural fire district, municipal fire department or other authorized entity that has authority under Montana law to provide firefighting and emergency response within the specified area of land in which the real property subject to these covenants exists. The Fire Department is specifically made a party to these fire protection covenants for purposes of enforcement and may take any action itself or any action in law or equity to compel the property owners subject to these covenants to enforce these fire protection covenants.

b. Amendment

- ii. These Fire Protection Covenants shall remain in full force and effect and may not be amended or revoked without the mutual consent of all property owners, in accordance with the amendment procedures in these covenants, and the Gallatin County Commission. The Gallatin County Commission shall consult the Fire Department prior to deletion, adoption or amendment of any Fire Protection Covenant.

c. General Building Codes

- i. All structures shall be constructed in compliance with the most current edition of applicable fire protection standards set by the Fire Department.

d. Fire Protection Access

- i. 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.

e. Water Supply

- i. Property owner shall ensure that any water supply that is provided as a source of fire suppression shall be inspected each year by a professional engineer licensed in the State of Montana who shall certify that the water supply and delivery system holds and can deliver the appropriate amount of water to all fire hydrants in order to meet applicable NFPA standards and fire protection standards set by the Fire Department. Such certification shall be forwarded to the Fire Department within ten business days of its completion. Property owner shall perform all maintenance recommended during the inspection.

f. Fire Sprinklers

- i. All inhabitable structures or buildings with any residential capacity that exceeds the available fire flow as defined in the most current edition of the Fire Code adopted by the State of Montana, must be fitted with an automatic fire sprinkler system that is fully operational and compliant with the most current edition of applicable NFPA standards and fire protection standards set by the Fire Department. Any required fire sprinkler/alarm system shall be enrolled in the Fire District tracking process.
- ii. The Fire Department shall receive from the property owner a stamped set of automatic fire sprinkler system plans from a Montana licensed engineer for review and approval prior to any construction. Applicable inspections, including an inspection prior to enclosure with sheet rock or other interior wall covering, by the Fire Department shall be scheduled with 48-hours' notice, during construction and after completion.
- iii. No building may be occupied prior to the property owner providing the Fire Department with written certification from a Montana licensed engineer that the fire protection sprinkler systems are properly installed, tested and fully operational in compliance with the NFPA standards and fire protection standards set by the Fire Department. The property owner is responsible for maintaining the condition of the automatic fire sprinkler system the same level of performance and protection as the original design.

g. Roof Structures

- i. All structures shall have a Class A roof covering. The space at the eave ends shall be fire stopped to preclude the entry of flames and embers for roof coverings where the profile allows a space between the roof covering and the roof decking.
- ii. Prior to installation, the property owner shall obtain written confirmation from the Fire Department that the proposed roofing materials meet its applicable fire protection standards. Prior to completion of any structure, the roof of the structure shall be inspected by the Fire Department. The property owner shall be responsible for payment of any fees in connection with such inspection.
- iii. Spark arrestor screens shall be placed on all fireplace and woodstove chimneys.

h. Defensible Space

- i. Each Owner shall maintain a defensible area of not less than thirty feet (30') around the perimeter of any structure. Defensible area shall be measured horizontally from the exterior walls of any structure, not contain

combustible ground covering, be a maintained and be an irrigated lawn of no more than three inches. The first three feet of the defensible area shall include non-combustible washed rock or a similar product measured horizontally from the exterior walls of any structure.

i. Addresses and Signs

i. Addressing meeting the following standards shall be installed prior to construction:

- Addressing on the home shall be in contrasting color to the building.
- Each residence shall be denoted by an address sign at the intersection of the driveway and the primary access roadway to the residence. The address shall face both travel directions of the primary access roadway to the residence. The street address shall be constructed of four (4) inch letter of reflective material on contrasting reflective metal background. The street address shall be posted no less than three (3) feet above the ground on a metal post.

ii. All street signs shall be constructed of non-combustible materials.

j. Driveways/Parking

i. All driveways shall be maintained by the property owner to be clear of snow and other debris to provide unobstructed access year round to all residences.

ii. No structure is permitted to limit access to residential dwellings by emergency vehicles.

iii. To allow for emergency vehicles to access structures where the driveway is longer than one hundred fifty (150) feet, the driveway must have an unobstructed width of twenty (20) feet, an unobstructed vertical clearance of thirteen (13) feet and six (6) inches, a grade not to exceed ten (10) percent, and an apparatus turnaround to be approved by the Fire Department.

k. Any action taken by the Fire Department to enforce fire protection covenants or requirements shall be at the expense of the property owner against whom enforcement is sought. Absent a finding of responsibility by an individual property owner, the Homeowners Association shall bear the cost of enforcement.

Wildlife:

a. The artificial feeding of all big game wildlife shall be prohibited.

- b. All garbage shall be stored in animal-proof containers or be made unavailable to animals.
- c. Owners acknowledge that wildlife damage to landscaping will occur. Owners shall accept that risk and shall not file claims against the Homeowner's Association or any other governing body for such damages.
- d. The taking of any wildlife species within the property is prohibited. In the event of problem overconcentration of big game animals within the subdivision, the home owner's association shall cooperate with the Montana Department of Fish, Wildlife & Parks to mitigate urban wildlife problems, which may include the removal of animals (by hunting).
- e. Pets shall be controlled by each homeowner, and not allowed to roam within the subdivision.
- f. The planting of wildlife attracting vegetation shall be prohibited.
Amendments:
 - a. Any covenant which 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.

ARTICLE VI
RESTRICTIONS ON ALL LOTS

The following restrictions on use apply to all Lots within White Horse Ranch.

SECTION 1. Zoning Regulations. The lawfully enacted zoning regulations of the County, and any

building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance.

SECTION 2. No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

SECTION 3. Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the County or temporary signs warning of some immediate danger, or as described herein. Signs indicating the Lot or improvements therein are for sale may be placed on individual lots and no such sign may exceed three square feet. Notwithstanding the foregoing, the Declarant may erect signs within the Subdivision during the marketing of the Subdivision announcing the availability of homes or Lots and giving sales information.

SECTION 4. Additional Improvements. No Additional Improvements shall be constructed on any Lot unless such Additional Improvement conforms with all applicable building requirements and other requirements of the County and such Additional Improvements are approved by the ARC.

SECTION 5. Antennas. All antennas must be enclosed within the structure. Any satellite dishes must not be any larger than 36 inches in diameter and are to be installed in the back half of the house in a manner so that they are not directly visible from adjoining Lots or the street. Solar panels will be permitted and must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted. Any other objects will need prior written approval of the ARC.

SECTION 6. No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot except as noted in Section 9.

SECTION 7. Number of Dwellings. Only one principal Dwelling may be constructed on any Lot. All principal Dwellings shall have an attached or detached garage per the Design Guideline requirements.. Any other structures proposed on any Lot shall require approval by the ARC.

SECTION 8. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion.

SECTION 9. No Other Construction. No Additional Improvements, including but not limited to garages, storage units, or other out-buildings, may be made to any Lot without the prior approval of the ARC.

SECTION 10. Animals. No animal rights (except household pets) shall be granted to any lots within the White Horse Ranch Subdivision. No more than two (2) cats, dogs or other common household pets may be kept; provided, however that they are not kept, bred or maintained for any commercial purpose. All dogs shall be on a leash at all times when off the Owner's property. OWNERS ARE RESPONSIBLE TO KEEP ALL PETS OFF OF ADJACENT AGRICULTURAL PROPERTIES. THE HOA SHALL HAVE THE RIGHT TO FINE OR REPORT OWNERS TO THE LOCAL AUTHORITIES WHO VIOLATE THIS PROVISION.

SECTION 11. Underground Utilities. All new gas, electrical, telephone, television, and any other new utility lines installed by the Declarant or its assigns in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot, unless required otherwise by the appropriate utility company. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

SECTION 12. Service Yards. There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner so that it is not visible from adjoining Lots.

SECTION 13. Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall commit waste of any kind to his Lot or the Improvements thereon.

SECTION 14. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

SECTION 15. No Hazardous Activity. No activity may be conducted on any Lot that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks (unless authorized by County ordinance), and setting open fires (other than properly supervised and contained barbecues).

SECTION 16. No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street.

SECTION 17. No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the County or other public agencies.

SECTION 18. No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms.

SECTION 19. Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

SECTION 20. Wastewater / Sewer Facilities. Except as expressly provided in the Rules and Regulations of the Four Corners County Water and Sewer District, each Owner shall use only wastewater capacity made available to any Lot by and through the Four Corners County Water and Sewer District, and each owner shall connect, disconnect, and/or reconnect wastewater or sewer system as the Four Corners County Water and Sewer District may direct from time to time. No Owner shall alter, disturb, operate, or otherwise affect any equipment used or useful for the collection of wastewater/sewer, except as expressly permitted by the Rules and Regulations of the Four Corners County Water and Sewer District.

SECTION 21. Use of Water. Except as expressly provided in the Rules and Regulations of the Four

Corners County Water and Sewer District, each Owner shall use only that water and water supply made available to any Lot by and through the Four Corners County Water and Sewer District, and each owner shall connect, disconnect, and/or reconnect his tap into that water and water supply system as the Four Corners County Water and Sewer District may direct from time to time. No Owner shall alter, disturb, operate, or otherwise affect any well, wellhead, pump, or other equipment used or useful for the provision or distribution of water or a water supply, except as expressly permitted by the Rules and Regulations of the Four Corners County Water and Sewer District. It is expressly prohibited on any lot within the Subdivision that an Owner has a cross-connection between the potable water system and any non-potable, secondary irrigation system.

SECTION 22. Fire Protection Water Supply. Four Corners County Water and Sewer District shall be responsible for the maintenance of the fire protection water supply.

SECTION 23. No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

SECTION 24. Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

SECTION 25. Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles, ATV's, or dirt bikes shall be operated within the White Horse Ranch Subdivision.

SECTION 26. Kennels. No kennel or dog run may be placed closer than 20 feet to any Dwelling other than that of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Lots.

SECTION 27. No Transient Lodging Uses. The Lots are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

SECTION 28. Fences. The design and location of all fences must be approved by the ARC. Fencing shall be required to comply with the following requirements.

- a. Fence Design shall be a round post 3-rail design style with a height not to exceed 4'. A 2" x 2" welded wire mesh "no climb" fencing material is allowed to be placed on the inside of the fence to keep pets in their yards.
- b. The fence shall be left natural and allowed to weather. No staining or painting of the fence will be allowed.
- c. No fences are allowed in Front Yards unless approved by the ARC.
- d. Any fencing installed by the Declarant shall be left in place and shall not be modified by any Lot Owner.

All fences bordering agricultural lands shall be maintained by the Homeowners in accordance with State Law. The Homeowner's Association will maintain all existing boundary fences around the subdivision, including no trespassing signs. Any existing agricultural fences and no-trespass signs located along boundaries with adjacent properties shall be maintained as-is and shall not be altered in any way.

SECTION 29. No Re-Subdivision. Further subdivision of residential lots within the Subdivision is prohibited.

SECTION 30. Landscaping. Each Owner shall be responsible for installation of landscaping on their lot within sixty (60) days after completion of their home. Homes completed after September 30th and before April 30th will have sixty (60) days to complete their landscaping beginning no later than May 1st. If a more complex plan is approved and more time is needed to complete the landscape installation, a variance can be applied for from the ARC.

SECTION 31. Street Trees. Each owner shall install two (2) street trees, a minimum of 2" in diameter and measured at a point 3' from the ground ("2" caliper"), within sixty (60) days of occupancy of any dwelling constructed on the lot and in conformance with the Street Tree Plan attached as Exhibit "C". No street tree installed by Declarant shall be altered or removed, and Owners are required to maintain all street trees on their Lots in good condition and replace any dead or diseased trees installed by Declarant. All new plantings of any such tree shall be at least two-inch (2") caliper.

SECTION 32. Parking, RV/Automobiles. Boats, trailers, vehicles larger than a standard pick-up, tractors, campers, recreational vehicles, motorcycles, four-wheelers ("Recreational Vehicles") are not allowed to be stored on lots within White Horse Ranch. Recreational Vehicles as defined in this section shall be allowed to be parked in home driveways for a period of no more than four (4) consecutive days during the time frame of Memorial Day to Labor Day. No Recreational Vehicles will be allowed to extend into the sidewalk area of the driveway. No parking shall be permitted of these Recreational Vehicles on the public streets or rights-of-way. All automobiles shall be parked in their respective garages, or on the driveways leading to the garage. The Owners understand and agree that the Association may tow Recreational Vehicles off the public streets at the owner's expense. Any Recreational Vehicle storage area located in a side yard will require a concrete or asphalt driveway to access this area. No Recreational Vehicles will be allowed to be parked outside of a home in the Lot Type II area.

SECTION 33. Weed Control. The control of noxious weeds by the Association on those areas for which the Association is responsible and the control of noxious weeds by Lot Owners on their respective Lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-21530) and the rules and regulations of the Gallatin County Weed Control District. The Lot Owner shall be responsible for the control of the state and county declared noxious weeds on his or her own Lot. Both unimproved and improved Lots shall be managed for noxious weeds. In the event an owner shall not control the weeds and noxious plants, the Association, after ten (10) days written notice from the Homeowners 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.

SECTION 34. Outdoor Lighting Standards. The following outdoor lighting standards shall apply within the White Horse Ranch Subdivision.

- a. Lighting fixtures must be selected, located, aimed, and shielded so that direct illumination is focused exclusively on the Structure façade, landscape, or other intended site feature and away from adjoining properties and the public right-of-way.
- b. Flagpole lights may be illuminated by one upward aimed, fully shielded spotlight fixture.
- c. Prohibited Outdoor Lighting
 - 1. Blinking, flashing, moving, revolving, flickering, changing intensity or color, and chase lighting.
 - 2. Any light fixture that may be confused with or construed as a traffic control device.
 - 3. Any upward oriented lighting except as otherwise provided for in this section.
 - 4. Searchlights, beacons, and laser source fixtures.

SECTION 34. Structures. All structures must meet the fire flow requirements as outlined in the current adopted edition of the Uniform Fire Code unless alternative provisions are approved by the Hyalite Rural Fire District.

SECTION 35. Storage Sheds. Storage Sheds shall be allowed on Lot Type I lots conditioned upon receiving ARC approval prior to installation / construction. Storage Sheds shall comply with the following requirements:

- a. Maximum Size- 8' x 12' or 100 square feet (Lot Type I)
- b. Structure Type- Pre-fabricated or site constructed.
- c. Uses- Storing of gardening equipment or other equipment consistent with normal yard maintenance. In no event shall a storage shed be used for the storage of RV's, automobiles, or other vehicles.
- d. Maximum Height- 8'
- e. Exterior Materials- Colors to generally match the colors found on the home.
- f. Location- No closer than three (3) feet to any side or rear property line.

Any Storage Shed that is proposed for construction shall require the submittal of a site plan, floor plan, elevations (or photos and spec sheets in the case of a pre-fabricated storage shed), and exterior colors to the ARC for approval.

ARTICLE VII
HOMEOWNERS ASSOCIATION

DECLARANT SHALL NOT BE RESPONSIBLE TO PAY ANY AMOUNT OF ASSESSMENTS OR DUES WHILE CONTROLLING WHITE HORSE RANCH. DECLARANT SHALL HAVE ALL CONTROL, AS PROVIDED HEREIN, UP UNTIL IT VOLUNTARILY TRANSFERS WHITE HORSE RANCH TO THE CONTROL OF THE HOMEOWNERS ASSOCIATION OR MORE THAN 90% OF THE TOTAL AMOUNT OF LOTS HAVE BEEN SOLD TO UNRELATED THIRD PARTIES. AT SUCH TIME THE FIRST ANNUAL MEETING SHALL BE HELD IN ACCORDANCE WITH THE PROVISIONS BELOW.

SECTION 1. The White Horse Ranch Community Association is charged with the duties and empowered with the rights set forth herein and By-Laws that may be adopted for governing the Board of Directors.

SECTION 2. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separate from the ownership of any lot. Each Owner shall be responsible for advising the Association of its acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address. The address of the Association shall be 10-B Pinebrook Road, Park City, UT 84098. The address of the Association may be changed by the Board of Directors upon notice to the Owners.

SECTION 3. The Association, acting through its Board of Directors, shall have the power and authority to take such actions as shall be necessary or reasonable to care for, protect and maintain the easements, parkways, boundary fences, drainage easements, and open space; 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 Association shall hold an annual meeting each year at such date, place and time as shall be set by the Board of Directors. At the annual meeting, the members shall review and approve a budget for the next year, shall elect 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. The members shall have the authority to set the number of Directors, which number shall not be less than three or more than seven.

SECTION 4. The Association shall have two classes of membership. Declarant shall be the only Class A member and shall be entitled to cast three (3) votes for each Lot it owns in the election of Trustees and for any other matter that is presented to the Association. All other Owners shall be Class B Members and shall be entitled to cast one vote for each Lot he or she owns in the election of Trustees and for any other matter that is presented to the Association. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all of the other Owners of that Lot unless the other Owners are also present or

have filed written objections to that Owner's representation of the other Owners of the Lot in question.

SECTION 5. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members. At the annual meeting, the Directors shall elect a President, Vice-President and Secretary-Treasurer for the Association from among the Directors, except that the Secretary-Treasurer may be a member who is not a Director.

SECTION 6. For the purpose of determining membership, at any meeting a person or entity shall be deemed to be a member upon the recording of a duly executed deed to that owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an owner. The legal title retained by the vendor selling under contract shall not be considered a member.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original seller on a contract, or repossession for any reason of a lot or unit sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner.

SECTION 7. The Board of Directors shall serve for a term to be set by a simple majority of the membership, which shall not be for less than one year. Each director shall serve until replaced by his or her successor. Any vacancy on the Board of Directors occurring before the next annual meeting of the members shall be filled by the remaining directors.

SECTION 8. 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 and enforce these Covenants. The Directors shall act by majority vote.

SECTION 9. The Board of Directors shall serve as officers which shall be designated by a simple majority of the members at the annual meeting unless and until a majority of the members vote to have officers elected separate and apart from the directors.

SECTION 10. The duties of each of the offices shall be as follows:

- a. **President.** The President shall preside over all meetings of the Association. He or she shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association, and shall perform such duties as may be specified, and exercise such powers as may be delegated to the office of President by the Board of Directors.
- b. **Vice-President.** The Vice-President shall exercise the powers of the President in the absence of the President.
- c. **Secretary.** The Secretary shall give notice of all meetings of the Association, and shall keep a record of the proceedings of the meetings of the Association. The Secretary shall be authorized to sign on behalf of the Association, all records, documents and instruments when such are authorized to be signed by the Association.

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

The Secretary and the Treasurer may be the same person.

SECTION 11. A vacancy in any office of the Association shall be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected.

SECTION 12. The annual meeting of the Association shall occur on or before April 30th of each year. Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. Special meetings may be called at any time upon the initiative of the Board of Directors. Owners may call a Special meeting when a Petition signed by fifty percent (50%) of the membership interest outstanding and eligible to vote at the time has been presented to any member of the Board of Directors. Notice of annual and special meetings shall be mailed to owners at the address for each owner which is listed as such on the official plats and records at the office of the Assessor's or Clerk and Recorder, Gallatin County, Montana, or at such address as shall be designated, in writing, by any owner. The presence of members, in person or by written proxy, representing 50% of the total votes of the membership shall constitute a quorum.

SECTION 13. If proposed action is favored by a majority of the votes cast at a meeting, but such vote is less than the requisite 50% of the members, members who were not present in person or by proxy may give their assent to any action in writing, provided the same is received by the Secretary of the Association not later than thirty (30) days from the date of such meeting wherein the action was voted upon.

SECTION 14. The Association shall have the rights, obligation and duties, subject to the White Horse Ranch Covenants, to do and perform each and every one of the following for the benefit of the Owners and for the maintenance and improvement of White Horse Ranch.

- a. The Association shall accept title to all Private Open Space and other land from time to time conveyed to it. The Association may also acquire and accept title to any other property, real, personal or mixed. All maintenance and/or improvement of Parks shall be consistent with and in conformance with the White Horse Ranch Master Park Plan, which outlines the installation of landscaping improvements, trail/bike path improvements and maintenance and upkeep of the parks and trails approved by Gallatin County in conjunction with the White Horse Ranch Subdivision.
- b. All common open space areas identified on the final plat of the White Horse Ranch Subdivision designated as "Parks" shall be available for the enjoyment and use of the residents, guests and public visiting White Horse Ranch. The Parks are dedicated to the public use and shall be dedicated to the County.

- c. The Association shall pay all real property taxes and assessments levied upon the Private Open Space.
- d. The Association shall be responsible for the maintenance of all Parks and Private Open Space within the subdivision in accordance with the White Horse Ranch Master Park Plan. The Association shall contract for the maintenance of the Parks and Private Open Space.
- e. The Association shall maintain all interior roads in the Subdivision and may contract for the maintenance of the interior roads.
- f. The Association shall be responsible for the maintenance of all ditches within the subdivision per the approved and recorded Ditch Maintenance Agreements.
- g. The Association shall be responsible for the Operation and Maintenance of Stormwater Facilities and Structures pursuant to the Montana Department of Environmental Quality's requirements, herein incorporated into these Covenants as attached Exhibit "D".
- h. The Association shall administer an open space fire management plan approved by the Central Valley Fire District.
- i. The Association may obtain and maintain in force such insurance policies as the Board may deem appropriate.
- j. The Association shall have all powers set forth in the White Horse Ranch Covenants including, without limitation, the power to levy assessments, to make contracts and to acquire and dispose of property, and shall take such action, whether or not expressly authorized by the White Horse Ranch Covenants as may be necessary to enforce the White Horse Ranch Covenants.
- k. The Association shall have the power and authority to enter upon any lot, for the purpose of maintaining and repairing any lot if the Owner fails to maintain and repair the lot as required by the Covenants or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such area in violation of these Covenants. Furthermore, the Association shall not be liable to the lot owner for trespass, damage or otherwise, that occurs while they are enforcing the covenants as provided herein. The Association may maintain and repair any roads, sidewalks, parks, linear trail or public areas in or adjoining White Horse Ranch including landscaping and planting the same and repairing improvements thereon when public authorities, in the opinion of the Board have failed to do so in a manner befitting the standards of the community. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of White Horse Ranch Covenants, or to enforce by

mandatory injunction or otherwise all of the provisions of the White Horse Ranch Covenants.

In fulfilling any of its duties under the White Horse Ranch Covenants, including its duties for the maintenance, repair, operation or administration of the Parks and Open Space, and to the extent necessary by the failure of the Owners of private areas, or in exercising any of its rights to construction improvements of other work upon any Parks, the Association shall have the power and authority:

1. To contract and pay for, or otherwise provide for, construction, maintenance and repair of all improvements on such terms and conditions as the Association, shall deem appropriate and to pay and discharge all liens arising out of any work;
 2. To obtain, maintain and pay for such insurance policies or bonds as the Board may deem to be appropriate for the protection or benefit of White Horse Ranch, the Association, the members of the Board, the members of the ARC, or the Owners;
 3. To contract and pay for, or otherwise provide for, such utility services including, but without limitation, water, sewer, trash, electrical, telephone and gas services as may from time to time be required;
 4. To contract and pay for, or otherwise provide for the services of architects, engineers, attorneys and certified public accountants or such other professional or nonprofessional services as the Board may deem necessary;
 5. To contract and pay for, or otherwise provide for, fire, police and such other protection services as the Board deems necessary for the benefit of White Horse Ranch, any property located with White Horse Ranch, or the Owners;
 6. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor to the extent the Board deems necessary, and to pay and discharge any and all liens placed upon any Parks on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.
- m. The Board shall be required to grant and convey to any third parties easements or rights-of way in, on, over or under any Parks or Open Space without payment to the Association when requested by Declarant. The Board shall also have the power and authority to grant and convey to any third parties, on such terms as the Board may approve, parcels or strips of land from any Parks. The Board may not grant or convey land from any Park land or common open space which would jeopardize the land required by the subdivision.

- n. The Board may from time to time employ the services of a manager to manage the affairs of the Association. The Board may delegate to the manager any of its powers under the White Horse Ranch restrictions, provided, however, the Board cannot delegate to such manager the power to execute any contract binding on the Association for a sum in excess of \$1,000.00; nor for the performance of any work or services, which work or services are not to be completed within 60 days; nor the power to sell, convey, mortgage or encumber any property of the Association.
- o. The Board shall have the right to pay, compromise or contest any or all taxes and assessments levied against all or any part of the Parks or common open space, or upon any personal property belonging to the Association.
- p. Enforcement of these covenants by Declarant, ARC, Board, Owner or any party having standing, shall include for the party seeking enforcement and prevailing in such enforcement, an award of costs, fees and reasonable attorney's fees.

SECTION 15. The Board from time to time and subject to the provisions of White Horse Ranch Covenants may adopt, amend and repeal rules and regulations to be known as White Horse Ranch Rules governing:

The use of Parks and Open Space, including without limitations the recreational facilities;
The use of roads;
The collection and disposal of refuse;
The burning of open fires;
The maintenance of animals within White Horse Ranch.

SECTION 16. No member of the Board shall be personally liable to any Owner, guest, leasee or to any other persons, including the Declarant, for any error or omission of the Association, its representatives and employees, ARC or the manager, provided, however, that such member according to the actual knowledge possessed by him, acted in good faith.

ARTICLE VIII **ASSESSMENTS**

SECTION 1. Owners of any residential lot or commercial unit by acceptance of a purchase and sale agreement, or deed therefore, whether or not it shall be so expressed in any such deed, or any other conveyance, shall be deemed to covenant and agree to pay to the Association the Owner's proportionate share of assessments established and collected from time to time as hereinafter provided.

SECTION 2. The Owner's proportionate share of the assessments and special assessments shall be assessed in the following manner:

- a. Each residential Lot Owner or member will be assessed equally at one share each. Assessments to Owners of residential lots will commence immediately after the

transfer of title from the Declarant to the Owner. No assessments will be levied against lots owned by the Declarant which do not have a completed home. The Board shall have the right to determine and refine the specifics and timing of assessments to residential lot owners.

SECTION 3. At least 30 days prior to the commencement of each fiscal year, the Board shall fix the amount of the assessment for such fiscal year and shall, at that time, prepare a roster of the lots and assessments applicable thereto. Written notice of the assessment shall be sent to every Owner subject thereto.

SECTION 4. The assessments levied by the Board on behalf of the Association shall be used exclusively for the purpose of financing the Association functions and duties. Assessments shall include, but not be limited to, maintenance of fences, trails, linear park, weed control and other improvements. The Association is responsible for the weed control, mowing, care and maintenance of the common areas, park land, detention facilities, including the trail system consistent with the Open Space Management plan. The Association shall contract once a year with a professional landscaping company to perform such maintenance. The Association may use the provision of these Covenants for collecting funds to pay for such maintenance.

SECTION 5. If at any time and from time to time during any fiscal year, the assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy which shall be assessed to the Owners in the manner set forth herein.

SECTION 6. In addition to the assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parks and Open Space, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty one percent (51%) of the votes of each class of members who vote in person or by proxy at a meeting duly called for this purpose.

SECTION 7. The Board shall also levy an assessment against any Owner, as a direct result of whose acts or failure or refusal to act or otherwise to comply with the White Horse Ranch Covenants for monies expended by the Association in performing its functions under White Horse Ranch Covenants and By-Laws. Such assessment shall be in the amount so expended and shall be due and payable to the Association when levied. Monies so expended shall include, without limitation, reasonable engineers', architects', attorneys' and accountants' fees incurred by the Association.

SECTION 8. Each assessment shall be a separate, distinct and personal debt and obligation of the Owner against who it is assessed, and each Owner by acceptance of a purchase and sale agreement, deed or lease, shall be deemed to covenant and agree to pay the same to the Association. If the Owner does not pay such assessment or any installment thereof when due, the Owner shall be deemed in default and the amount of the assessment not paid, together with the amount of any subsequent default, plus interest at twelve percent (12%) per annum and costs, including reasonable attorney's fees, shall be and become a lien upon the lot of such Owner upon recordation

by the Association of a notice of default. The Association assessment lien may be foreclosed through suit by the Association in like manner as a mortgage of real property, and the Association shall have power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the lot. A suit to recover a money judgment of unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

SECTION 9. The Parks as defined herein and such portions of White Horse Ranch as may be conveyed or dedicated to and accepted by a municipality, public utility, State of Montana, the County of Gallatin shall be exempt from assessments.

SECTION 10. When requested by an Owner, the Association shall execute a certificate stating the indebtedness secured by the Association lien upon the lot of the Owner, and such certificate shall be conclusive upon the Association and the Owners in favor of such persons who rely therein in good faith as to the amount of such indebtedness as of the date of the certificate. The Association shall be entitled to a reasonable fee as a condition to issuing the certificates.

ARTICLE IX MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of these Covenants shall be binding for a term of ten (10) years from the date these Covenants were originally created and may be modified, altered or amended during that term only by the Declarant at the Declarant's sole option with no approval by the Association necessary. After that initial ten (10) year term, the Covenants shall be automatically extended for successive periods of ten (10) years not to exceed three (3) such extensions unless an instrument agreeing to amend, revoke or terminate the term, has been signed by the Owners of seventy-five percent (75%) of the lots in White Horse Ranch. Any covenant required by Gallatin County as a condition of subdivision approval shall not be altered or amended without the agreement of the governing body (city, county, or state agency).

In addition to the rights reserved to the Declarant to modify or supplement the White Horse Ranch Covenants with respect to White Horse Ranch, the White Horse Ranch Covenants, may, at any time, be amended or replaced upon the happening of all the following events:

- a. The vote of Owners having not less than three-quarters (3/4) of the total votes of each Class of Owners (Class A and Class B) of lots then within White Horse Ranch Covenants at a meeting of the Association duly held. The notice of the meeting shall state that the purpose of the meeting is to consider the amendment or repeal of the White Horse Ranch Covenants, giving the substance of any proposed amendments or indicating the provisions to be repealed, as the case may be; and
- b. The recordation of a certificate of the Secretary or an Assistant Secretary of the Association setting forth in full the amendment or amendments to the White Horse Ranch so approved, including any portion or portions thereof repealed, and

certifying that said amendment or amendments have been approved by vote of the Owners pursuant these covenants.

- c. After the initial ten (10) year term for these Covenants, or after 75% of the lots in White Horse Ranch have been sold, whichever first occurs, the provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, upon approval of seventy-five percent (75%) of the votes of the Association at a meeting duly noticed and called for that purpose; provided that, the dedications or easements for roads, utilities and common areas shall not be changed without the unanimous consent of all of the owners affected by the change. Any covenant required as a condition of subdivision approval shall not be altered or amended without the agreement of the governing body (city, county, or state agency). Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any change in these Covenants shall not affect existing structures and uses of the lots.

SECTION 2. All the limitations, conditions, and restrictions contained in these covenants of White Horse Ranch shall run with the land and shall be binding on all parties and persons claiming under them for a ten (10) year period beginning at the date of filing of this document, at which time the same shall be automatically extended for successive periods of ten (10) years (as described in Section 1, above), unless the record Owners of lots then within White Horse Ranch having not less than three-fourths (3/4) of the total votes record an instrument terminating the White Horse Ranch Covenants within one (1) year prior to the commencement of any such period. Any such termination shall take effect upon expiration of the period during which it is given. Prior to the expiration to these Covenants, the Association may vote, pursuant to the provisions allowing amendment hereto, to extend these covenants.

SECTION 3. In addition to the remedy provided herein, if the Owner of any lot in White Horse Ranch or any part thereof or interest therein violates any provisions hereof, Declarant, the Association or the Owner of any lot or part thereof or interest therein may bring an appropriate civil action against the defaulting party in such proceedings or action; provided however, that Declarant or the Association shall have no duty under any circumstances to enforce compliance with White Horse Ranch Covenants. Failure by Declarant, the Association, or any property Owner, or Owners or their representatives, heirs, successors, or assigns to enforce any of the limitations, covenants, restrictions, reservations, easements, or charges herein contained shall, in no event be deemed a waiver of the right to do so thereafter, provided, however, any structure which has been completed for a period of ONE year without any suit having been commenced concerning such structure, shall not thereafter be subject to suit of initial noncompliance with the requirements of the building design portion of these Covenants. Failure to enforce any provision of these Covenants in no way waives or diminishes the enforceability of the Covenants at a future date.

SECTION 4. All the limitations, covenants, conditions of and restrictions of White Horse Ranch Covenants shall be liberally construed together to promote and effectuate, the fundamental concepts of White Horse Ranch. Any covenant that is included herein as a condition of the preliminary plat approval and required by the governing body may not be amended or revoked

without the mutual consent of the Owners in accordance with the amendment procedures in these covenants and the express written consent of Gallatin County.

SECTION 5. In the event any limitation, covenant, restriction, or reservation of White Horse Ranch Covenants is held to be invalid or unenforceable in whole or in part, by any order, judgment or decree of any court, then such decision shall in no way affect the validity of the other limitations, covenants, restrictions or reservations therein contained, and they shall remain in full force and effect.

SECTION 6. Enforcement of these covenants by Declarant, ARC, Board, Owner or any party having standing, shall include for the party seeking enforcement and prevailing in such enforcement, an award of costs, fees and reasonable attorney's fees.

SECTION 7. The Association shall accept as private open space all land conveyed to it by the Declarant ("Open Space").

SECTION 8. At any time and from time to time following conveyance of Open Space by the Declarant to the Association, the Declarant may construct, reconstruct, refinish or alter any improvement upon or make or create any excavation on or fill upon or change the natural or existing drainage of or remove or plant any trees; shrubs or ground cover upon such Open Space if the Declarant shall determine that any such work is reasonably necessary for any utility installation serving any property within White Horse Ranch, is reasonably necessary for the construction of any facility for use by the Owners, is desirable in order to provide or improve access to or to enhance the use and enjoyment of such Open Space or is desirable to protect, support or preserve any land which constitutes a part of White Horse Ranch.

SECTION 9. Any and all of the rights and powers vested in the Declarant pursuant to the White Horse Ranch Covenants may be delegated, transferred, assigned, conveyed or released by the Declarant to the Association and the Association shall accept the same effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance or release.

SECTION 10. If at any time all or any portion of the Open Space is taken by the right of eminent domain or by purchase in lieu of eminent domain, the entire award and compensation shall be paid the Association and placed in the general assessment fund. No Owner shall be entitled to any portion of such award and no Owner shall be entitled to participate as a party or otherwise in any proceedings relating to such condemnation, such right to participation being herein reserved exclusively to the Association which shall in its name alone represent the interest of all Owners.

SECTION 11. No Owner through the Owner's non-use of any Open Space, or by abandonment of Owner's Lot, may avoid the burdens or obligation imposed on Owner by these Covenants, the Board's By-laws and White Horse Ranch Subdivision.

SECTION 12. **LOT OWNERS AND TENANTS OF THE SUBDIVISION ARE INFORMED THAT ADJACENT USES MAY BE AGRICULTURAL. LOT OWNERS ACCEPT AND ARE AWARE THAT STANDARD AGRICULTURAL AND FARMING PRACTICES CAN RESULT IN DUST, ANIMAL ODORS, FLIES, SMOKE AND MACHINERY NOISE. STANDARD AGRICULTURAL PRACTICES FEATURE THE**

USE OF HEAVY EQUIPMENT, CHEMICAL SPRAYS AND THE USE OF MACHINERY EARLY IN THE MORNING AND SOMETIMES LATE INTO THE EVENING.

SECTION 13. Any notice or other document permitted or required by the White Horse Ranch Covenants may be delivered either personally or by mail. If delivery is to be made by mail, it shall be deemed to have been delivered to the Association forty-eight (48) hours after having been deposited in the United States mail, postage prepaid, addressed to White Horse Ranch at the address designated by the Association from time to time, and shall be deemed to have been delivered to the ARC forty-eight (48) after having been deposited in the same manner addressed to the ARC in care of White Horse Ranch at the latter's then current address.

Delivery by mail shall be deemed complete to an Owner forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Owner at his address filed with the Association or the Declarant. Where there is more than one Owner of a lot, the delivery personally or by mail to any one Owner of the lot shall be effective delivery to all Owners of such lot.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 2nd day of August, 2021.

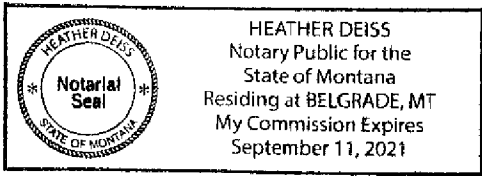
nd
Manager of

BOZEMAN DEVELOPMENT FUND, LLC
By: Donald Olsson
Its: Signatory

STATE OF MONTANA)
 :ss.
County of Gallatin)

On this 2nd day of August, 2021, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Donald Olsson known to me to be the person that executed the within instrument and acknowledged to me he executed the same. *manager of Bozeman Development Fund LLC*

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



Heather Deiss
NOTARY PUBLIC for the State of Montana
Printed Name: Heather Deiss
Residing At: Belgrade
My Commission Expires: September 11, 2021

APPENDICES AND EXHIBITS

APPENDIX A-	WHITE HORSE RANCH DESIGN GUIDELINES
EXHIBIT A -	WHITE HORSE RANCH SUBDIVISION
EXHIBIT B-	LOT TYPES
EXHIBIT C-	STREET TREE PLAN
EXHIBIT D –	OPERATION AND MAINTENANCE PLAN FOR STORMWATER
ARCHITECTURAL REVIEW COMMITTEE FORM A APPLICATION- SKETCH DESIGN	
ARCHITECTURAL REVIEW COMMITTEE FORM B APPLICATION- CONST. DESIGN	
ARCHITECTURAL REVIEW COMMITTEE FORM C APPLICATION- CHANGES	

APPENDIX "A"

**WHITE HORSE RANCH
DESIGN GUIDELINES**

SECTION 1. PURPOSE AND INTENT

White Horse Ranch will be a community consisting of single family attached and detached homes that is encouraging a variety of architectural styles while maintaining a cohesive set of design standards that will allow for a broad range of design freedom. Designs that reflect a contemporary interpretation of historical styles found throughout the Gallatin Valley will be viewed positively by the ARC. It is intended that these Design Guidelines (the "Design Guidelines") will provide for visual and architectural variety while creating a cohesive neighborhood that is complimentary to the surrounding community.

The ARC shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:

- a. The White Horse Ranch Subdivision is located in a rural area of the County and all improvements in the subdivision must harmoniously combine, and not be inconsistent with, the rural character of the surrounding area. It is an objective of the development to be compatible with and complimentary to adjacent properties and their uses.
- b. In considering any plans and specifications, the ARC shall examine the suitability of the same to the site, including the materials of which it is to be constructed, as well as the relationship of the same to the neighborhood and the adjacent properties.
- c. All plans and specifications shall be in full compliance with all of the terms and provisions of these Design Guidelines, except for any variances which have been granted by the ARC for such plans and specifications.

SECTION 2. RESIDENTIAL DESIGN STANDARDS

1. STYLES

The White Horse Ranch Design Guidelines incorporate elements from the following architectural styles that can historically be found throughout the Gallatin Valley. While not meant to be an extensive reference point for each of the identified styles, rather it is the combination of these elements that will help in the development of a cohesive neighborhood.

- a. Craftsman Style- Craftsman style homes are identified by some of the following features:
 1. Character and Form
 - i. Moderate roof pitches.

- ii. Simple, clean forms.
 - iii. One and two-story elements combined to provide variety in the elevation.
 - iv. Entry Porches.
 - v. Battered columns and wall treatments.
 - 2. Materials
 - i. Wood, brick, and stone.
 - 3. Detail Elements
 - i. Horizontal groupings of multi-paned windows with trim details.
 - ii. Shingle siding and /or other siding detail treatments.
 - iii. Bracketed beam out-lookers or beam ends.
 - iv. Tapered or battered column bases at porch areas
 - v. Multiple wood porch columns.
- b. Prairie Style- Prairie style homes are identified by some of the following features:
- 1. Character and Form
 - i. Moderate roof pitches and hipped roof forms.
 - ii. Simple, clean forms.
 - iii. One and-two story elements combined to provide variety in the elevation.
 - iv. Strong porch emphasis at the entry combined with low walls.
 - 2. Materials
 - i. Wood, brick and stucco (as an accent material).
 - 3. Detail Elements
 - i. Horizontal groupings of multi-paned windows and trim details.
 - ii. Low walls at porch areas.
 - iii. Front facing dormer or hip roof element over entry area.
 - iv. Horizontal banding of wood or stucco trim.
 - v. Wider columns using stucco or brick.
- c. Ranch Style- Ranch style homes are identified by some of the following features:
- 1. Character and Form
 - i. Shallower and less steep roof pitches.
 - ii. Simple, clean forms with horizontal gable roofs running parallel to street or front of the lot.
 - iii. Generous porch elements.
 - iv. Very lineal or horizontal in design and forms.
 - 2. Materials
 - i. Wood, stucco, brick, and stone.

the

3. Detail Elements
 - i. Horizontal elements such as brick or siding wainscot.
 - ii. Generous porch elements with post and beam details.
 - iii. Large window panes and window trim details.
 - iv. Bracing and post and beam connections.
 - vi. Brick and post details at porches or entry elements.
- e. Styles which will not be allowed at White Horse Ranch
 1. Modern styles which use extensive flat roof areas
 2. Tudor

2. ARCHITECTURAL STANDARDS WHICH APPLY TO ALL LOTS

The following requirements shall apply to all lots in White Horse Ranch.

- a. Lot Types. White Horse Ranch contains the following lot types within the development per Exhibit "B", "Lot Types". Various standards within the Guidelines apply to specific lot types. The lot types are described as follows:
 1. Lot Type I- Single Family Detached Lots
 2. Lot Type II- Single Family Cottage Lots
- b. Minimum Finished Square Footages. The following above ground minimum finished square footages shall apply to all homes constructed in White Horse Ranch.
 1. Single Family Detached Homes (Lot Type I)-
 - i. Single Story Homes- 1,800 square feet
 - ii. Two Story Homes- 2,300 square feet
 2. Single Family Cottage Homes (Lot Type II)-
 - i. Single Story Homes- 1,200 square feet
 - ii. Two Story Homes- 1,500 square feet

Variances to the minimum square footage requirements may be granted on a case by case basis by the ARC based on design merit.

- c. Foundations. Foundation walls shall be exposed no less than eight inches (8") no more than eighteen inches (18") above the ground unless they are integrated into the wall of the house as an architectural element. Concrete foundations exposed more than eighteen inches (18") above grade must have an architectural

finish (texture, pattern and/or color) that presents a cohesive appearance with the architecture as a whole. Exposed foundation walls shall be built of smooth finished cast in place concrete or board formed concrete as approved by the ARC. Colored concrete that is through colored is acceptable.

d. Exterior Materials. Exterior materials allowed within White Horse Ranch shall include the following:

1. Painted or stained wood sidings including horizontal or vertical sidings, board and batten sidings, and shingle siding. Plywood and/or T-111 type siding materials will not be allowed.
2. "Hardi Board," prefinished hardboard, or other simulated wood cement board painted or stained sidings. Aluminum or vinyl siding materials will not be allowed.
3. Brick.
4. Stone, including "cultured stone".
5. Stucco when used as an accent material and not as the primary elevation material.
6. Metal clad sidings when used as an accent material.
7. Concrete when used as an exposed foundation or accent material.

e. Porches. Front porches shall be required on all homes constructed within White Horse Ranch. Open and closed porch railing details are encouraged. In the case of closed porch railing details, use of the same material as the adjacent form is preferred. Front stoops shall be constructed of brick, concrete, or stone. Wood may be used only when constructed to give the appearance of a solid mass. Main entry doors are to be placed within the porch area to provide adequate cover from weather.

Porch supports may be constructed of stone, masonry, concrete or wood. Porch supports constructed of stone, masonry, or concrete shall be no less than 12" x 12" square. Porch supports constructed from wood shall be no less than 8" square. Column groupings must have an outer dimension of no less than 10".

Tapered columns may not be smaller than 8" x 8" at the top. Columns shall match or be similar in design on all elevations of the structure.

f. Roof Elements. The following requirements shall apply to roof forms and roofing materials used in White Horse Ranch.

1. General- The principal roof shall be a symmetrical hip or gable form with

a pitch between 4:12 and 10:12. Steeper roofs are permitted when complimentary to the overall design and approved by the ARC. Flat roofs comprising less than 30% of the total roof area are permitted on all buildings. Flat roofs used as balconies on street facades shall be enclosed with solid railings and integrated with the design.

2. Roof Materials- Pitched roofs shall be clad with cedar shingles, natural slate, artificial slate, or asphalt/fiberglass shingles with materials and complimenting color approved by the ARC. Metal roofing shall be allowed as an accent material or as approved by the ARC.
3. Facia, Soffits, and Eaves- Facia shall be a six inch (6") minimum dimension. Overhanging eaves shall be a minimum of eighteen inches (18") except in the case of gable ends, where they may be reduced to a minimum of twelve inches (12"). The eave may be encroached by a bay window or other windows for no more than half of the running length of each façade. Soffits may be horizontal closed, rafter tail closed, or exposed rafter tail depending on the design style. Closed soffits may be of wood, vinyl, or aluminum.
4. Roof Appurtenances- Roof top equipment is not allowed. Roof vents shall not face a public street, where practical. Skylights and solar panels shall be applied parallel and flat to the roof (no no bubbles or domes) and are not to be on any roof parallel to the street or shall be appropriately placed and will be reviewed by the ARC based on design merit.
5. Gutters- Gutters shall be made of painted metal or copper or a color and finish that blends with the exterior color scheme. Gutters shall be half-round or rectangular and downspouts shall be circular or rectangular.
6. Chimneys- Chimneys shall be constructed of wood, stone, brick or stucco and have a minimum dimension of 30" x 30". Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top.
7. Dormers- Dormers are allowed consistent with the overall design of the structure. Eyebrow and shed dormers are allowed. Shed dormers shall have a minimum roof pitch of 3:12. Hip dormers shall have the same pitch as the main roof.

- g. Exterior Walls and Facades. The following requirements shall apply to exterior walls and facades in White Horse Ranch.

1. Facades- all building facades shall be made of similar materials and be similarly detailed.

2. Exterior Wall Lengths and Breaks- exterior walls shall not exceed forty feet (40') in length without a change in orientation such as the introduction of a dormer, projected bay, or wall break greater than two feet (2'). Side yard exterior walls shall not exceed forty feet (40') in length without a shed roof element or roof or wall break greater than two feet (2').
3. Exterior Materials- All facades of a building shall utilize similar materials and be similarly detailed. Building walls shall be clad in wood clapboard, wood drop siding, wood board and batten, cement board siding, smooth cut cedar shingles, brick or stone. The maximum lap siding exposure shall be seven inches (7") unless approved by the ARC based on design merit. Vertical or horizontal painted or galvanized corrugated metal siding used in conjunction with at least one other approved siding type is acceptable based on design merit as approved by the ARC.

Brick surfaces shall be predominately a horizontally running bond pattern or tack bond pattern. Stone shall be set in an uncoursed pattern with a horizontal orientation. No boulder or river rock stone patterns may be used on walls or building facades in a vertical nature.

Facades may change their primary material only at a band change or inside corner. The intent of this regulation is that facades appear to have heavier materials on the bottom and lighter materials above (i.e., concrete and masonry shall be below wood or stucco).

4. Exterior Colors- The exterior color palette of the structure shall be presented to and approved by the ARC based on color scheme merit and/or historical precedent. Exterior colors shall be local earth tones, white, off white, or wood colors. No bright, loud, or glossy colors are permitted. Prohibited colors include but are not limited to bright orange, royal blue, pink, purple, or other similar hues and colors. All trim, frames, doors, and windows shall be in compatible accent colors. Exterior wood shall be painted or stained. Wood front doors need not be painted or stained and may be clear coat finished. Color schemes must be varied from the adjacent properties in each direction.

h. Garages. The following requirements shall apply to all garages in White Horse Ranch.

1. Garage Sizes- All garages shall be minimum two (2) car garages for Lot Type I and minimum (1) car garages for Lot Type II. The maximum size of an attached two car garage shall be seven hundred fifty (750) gross square feet unless a variance is approved by the ARC based on design merit. The maximum size of a detached two car garage shall be seven hundred fifty (750) gross square feet unless a variance is approved by the ARC based on design merit. Three car and larger garage sizes shall be as approved by the ARC. Lot Type II one car garages shall have no size requirements.

2. **Garage Doors-** Garage doors shall be plain or patterned and shall be built of wood, steel, or fiberglass with wood veneer. Windows are encouraged.
- i. **Building Height / Stories.** All homes within White Horse Ranch shall be limited to a maximum of (2.5) floors (excluding any daylight, walkout, or standard basements). Detached garages shall be limited to (2) floors.
- j. **Decks.** Decks must face only rear yards. Decks may continue into side yards but may not extend more than 36” from the side yard-facing façade unless approved by the ARC. The space below first floor elevated decks visible from nearby streets or public spaces shall be wood lattice of a non-diagonal design. Upper level decks must be integral to the design and over first floor space.
- k. **Exterior Lighting.** All exterior lighting shall comply with Article VI Section 34 Outdoor Lighting Standards in the Declaration.
- l. **Basements.** Full, partial, and walkout basements are allowed and encouraged in White Horse Ranch. The required egress openings in full basements are to be located as necessary per all applicable building codes and shall not encroach into any of the easements or setbacks.
- m. **Sidewalks.** All lot owners are required to install concrete sidewalks along all lot street frontages at the time of construction, or within twelve (12) months of the closing on their Lot, whichever comes first.
- n. **Driveways.** All lots shall be limited to one driveway access. Each access must be at least seventy-five (75) feet from the nearest intersecting county road. To allow for emergency vehicle access to structures, Lot Owners shall provide a driveway meeting the following requirements as approved by the Hyalite Rural Fire District (“HRFD”).
 1. A minimum unobstructed driving surface of twelve (12) feet and a four (4) foot zone of reduced vegetation on each side of the driving surface. All driveways shall be constructed with concrete or asphalt.
- o. **Street Trees.** All lot owners must install two (2) street trees, a minimum of two inches (2”) in diameter measured at a point three inches (3”) from the ground within six months of occupancy of any dwelling constructed on the lot.
- p. **Addressing Posted.** As per HRFD requirements, addressing on all homes shall be contrasting on the structure and reflective on the street. Number size shall be four-inch (4”) minimum height.
- q. **Fire Protection / Sprinkler Systems:** As per HRFD requirements, in the instance a Lot Owner intends to build a structure with a fire protection sprinkler system, the system shall comply with the HRFD requirements.

3. SITE DESIGN REQUIREMENTS

All building plans shall be submitted to the ARC showing compliance with the site design standards identified below. Variances to these standards may be granted by the ARC at its sole discretion.

- b. Site Design. All homes within White Horse Ranch shall adhere to the site design requirements established by Gallatin County for homes within the White Horse Ranch subdivision, including, but not limited to permitted uses, lot coverage and floor area requirements, minimum yard requirements, main building and out building placement, and building heights. In addition to the County requirements, the following requirements shall apply to the individual Lot Types within the White Horse Ranch Subdivision.

1. Single Family Detached Lots (Lot Type I).

a. Standard Yard Requirements

- | | | |
|------|---|---------|
| i. | Front Yard- | 25 feet |
| ii. | Rear Yard- | 20 feet |
| iii. | Side Yard- | 10 feet |
| iv. | Corner Lot Side Yard- | 20 feet |
| iv. | Permitted Encroachments- Front porches, steps, balconies, stoops, and covered walkways may encroach up to 5' into the front yard setback based on design merit. | |

b. Garages

- i. Side Entered Garages are encouraged.

ii. Street Facing Garages-

1. The façade with the garage vehicle entrance shall not be extended more than 8' in front of the porch façade of the dwelling containing the main entry unless the garage is less than 50% of the total front façade width and/or includes an offset design of the third car garage in the case of a three car garage.

2. Garages shall be secondary, but complimentary in design, to the main building façade.

ii. Corner Lot Garages-

1. Side Entered Garages are encouraged.

2. Single Family Cottage Lots (Lot Type II)
 - a. Standard Yard Requirements
 - i. Front Yard- 15 feet
 - ii. Rear Yard- 10 feet
 - iii. Side Yard- 5 feet
 - iv. Corner Lot Side Yard- 10 feet
 - iv. Permitted Encroachments- Front porches, steps, balconies, stoops, and covered walkways may encroach up to 5' into the front yard setback based on design merit.
 - b. Garages
 - i. Street Facing Garages
 1. Garages shall be designed as an integral part of the overall attached structure. Consideration shall be given to offsetting attached garages by up to four feet (4') to provide variety and interest in the overall design.
 - ii. Corner Lot Garages-
 1. Side entered garages are encouraged

SECTION 3. LANDSCAPE DESIGN STANDARDS

All landscaping shall be installed in conformance with this landscaping section of the Design Guidelines and shall be reviewed and approved by the ARC per the review procedures outlined in the Declaration.

A goal of the White Horse Ranch Subdivision is to minimize irrigation water usage to better protect this valuable resource. To implement this goal, the following landscape requirements shall apply to all lots in the White Horse Ranch Subdivision.

1. DEFINITIONS
 - a. The landscape areas for lots within White Horse Ranch shall be defined as follows.
 1. Front Yard. The areas from the front of the home (including garage, if attached) to the street, including the park strip area, and from side lot line to side lot line.
 2. Side Yard Corridor: The area from the side of the house to the side lot line, less the Front Yard and Rear Yard.
 3. Rear Yard: The area from the back of the home extending to the side and rear property lines.

4. Park Strip / Boulevard: The area between the street and the sidewalk.
5. Lawn Areas: Any area landscaped with grass sod such as Kentucky Bluegrass.
6. Shrub Areas: Any area landscaped with ornamental plantings and including bedding material such as non-white landscape rock, or bark mulch. These areas are typically irrigated with a drip irrigation system.
7. Ornamental Plantings: Plants or shrubs that are not considered drought-tolerant.
8. Xeriscape Areas: Any area landscaped with drought tolerant planting materials including non-white landscape rock or bark mulch. These areas are typically irrigated with a drip irrigation system.
9. Landscape Area: The Landscape Area shall be defined as the square footage area on any individual lot excluding the home, driveway, walkways, decks, patios, or any other hard surfaced area.

2. YARD LANDSCAPING REQUIREMENTS

- a. Each Lot Owner will be required to meet the minimum landscape requirements outlined in this section.

1. Landscaped Areas and Types. All yards shall be required to meet the following landscape area and type requirements. The calculations for these areas, including the Landscape Area calculation, shall be clearly shown on the landscape plans reviewed by the ARC.

The tables below are broken down by Irrigation Zones as depicted on the "Irrigation Zone Exhibits" below (the "Irrigation Zone Tables"). Landscaping type, maximum square footage of landscaping type, and irrigation demand requirements for each lot within the subdivision are depicted in the Irrigation Zone Tables. By way of example, if a Lot Owner would like to include more xeriscape landscaping or trees on their lot then shown on the Irrigation Zone Tables, the lawn area can be reduced to ensure the total water usage for the lot remains the same or less. The ARC will evaluate any changes to the landscape area requirements shown on the Irrigation Zone Tables on a case-by-case basis to insure the total irrigation water requirements for the lot will not be exceeded. The total amount of irrigation water allowed per lot can be calculated using the areas shown on the Irrigation Zone Tables and the application rate shown in section 3 below.

The Irrigation Zone Tables also note the water day for each lot. For example, if your lot specifies "even" then you can irrigate your lot on even number days of the month and "odd" for odd days of the month.

Irrigation Zone 1

Block	Lot	Area ACRE	Max Instantaneous Demand GPM	Water Day	Maximum Allowable Landscaping				Minimum
					Lawn	Shrubs	Xeriscape	Trees	Native Grasses
					sf	sf	sf	ea	sf
Block 2	1	0.32	10	odd	9500	1200	800	5	0
	2	0.31	10	even	9500	1200	800	5	0
	3	0.35	10	odd	9500	1200	800	5	0
	4	0.3	10	even	9500	1200	800	5	0
	5	0.3	10	odd	9500	1200	800	5	0
	6	0.41	10	even	9500	1200	800	5	0
	7	0.53	10	odd	9500	1200	800	5	0
	8	0.35	10	even	9500	1200	800	5	0
	9	0.3	10	odd	9500	1200	800	5	0
	10	0.29	10	even	9500	1200	800	5	0
	11	0.4	10	odd	9500	1200	800	5	0
	12	0.28	10	even	9500	1200	800	5	0
	13	0.28	10	odd	9500	1200	800	5	0
	14	0.28	10	even	9500	1200	800	5	0
	15	0.27	10	odd	9500	1200	800	5	0
	16	0.29	10	even	9500	1200	800	5	0
	OS 2		20*		74246			130	0
Block 3	1	0.34	10	odd	9500	1200	800	5	0
	2	0.34	10	even	9500	1200	800	5	0
	3	0.33	10	odd	9500	1200	800	5	0
	OS 3		20*		shared *			shared *	0
Block 4	4	0.28	10	even	9500	1200	800	5	0
	5	0.31	10	odd	9500	1200	800	5	0
	6	0.31	10	even	9500	1200	800	5	0
	7	0.3	10	odd	9500	1200	800	5	0
	8	0.3	10	even	9500	1200	800	5	0
	9	0.3	10	odd	9500	1200	800	5	0
	10	0.32	10	even	9500	1200	800	5	0

All Open Space Areas in Irrigation Zone 1 must share 20 gpm irrigation flows.

Open Space Areas can use 35 gpm irrigation flows if watering outside 5am to 11am window

Lot lawn area does not include boulevards. All boulevards are to be lawn.

* Open space is to share total lawn area depicted under Open Space 2 above

Irrigation Zone 2

Block	Lot	Area ACRE	Max Instantaneous Demand GPM	Water Day	Maximum Allowable Landscaping				Minimum Native Grasses sf
					Lawn	Shrubs	Xeriscape	Trees	
					sf	sf	sf	ea	
Block 1	30	0.64	10	even	11000	1200	5000	5	2800
	31	0.59	10	odd	11000	1200	5000	5	2800
	32	0.63	10	even	11000	1200	5000	5	2800
	33	0.43	10	odd	8500	1200	5000	5	2800
	34	0.42	10	even	8500	1200	5000	5	2800
	35	0.69	10	odd	11000	1200	5000	5	2800
	36	1.01	10	even	15000	1200	5000	5	2800
	37	0.43	10	odd	8500	1200	5000	5	2800
	38	0.29	10	even	8500	1200	5000	5	2800
	39	0.3	10	odd	8500	1200	5000	5	2800
	40	0.81	10	even	13500	1200	5000	5	2800
	41	0.56	10	odd	11000	1200	5000	5	2800
	42	0.35	10	even	8500	1200	5000	5	2800
	OS 1		25*		58339			117	
Block 5	1	0.37	10	odd	8500	1200	5000	5	2800
	2	0.44	10	even	8500	1200	5000	5	2800
	3	0.4	10	odd	8500	1200	5000	5	2800
	4	0.32	10	even	8500	1200	5000	5	2800
	5	0.3	10	odd	8500	1200	5000	5	2800
	6	0.32	10	even	8500	1200	5000	5	2800
	7	0.31	10	odd	8500	1200	5000	5	2800
	8	0.28	10	even	8500	1200	5000	5	2800
	9	0.32	10	odd	8500	1200	5000	5	2800
	10	0.34	10	even	8500	1200	5000	5	2800
	11	0.34	10	odd	8500	1200	5000	5	2800
	OS 5		25*		shared *			shared *	

All Open Space Areas in Irrigation Zone 2 must share 25 gpm irrigation flows.

Open Space Areas can use 35 gpm irrigation flows if watering outside 5am to 11am window.

Lot lawn area does not include boulevards. All boulevards are to be lawn.

* Open space is to share total lawn area shown under Open Space 1 above.

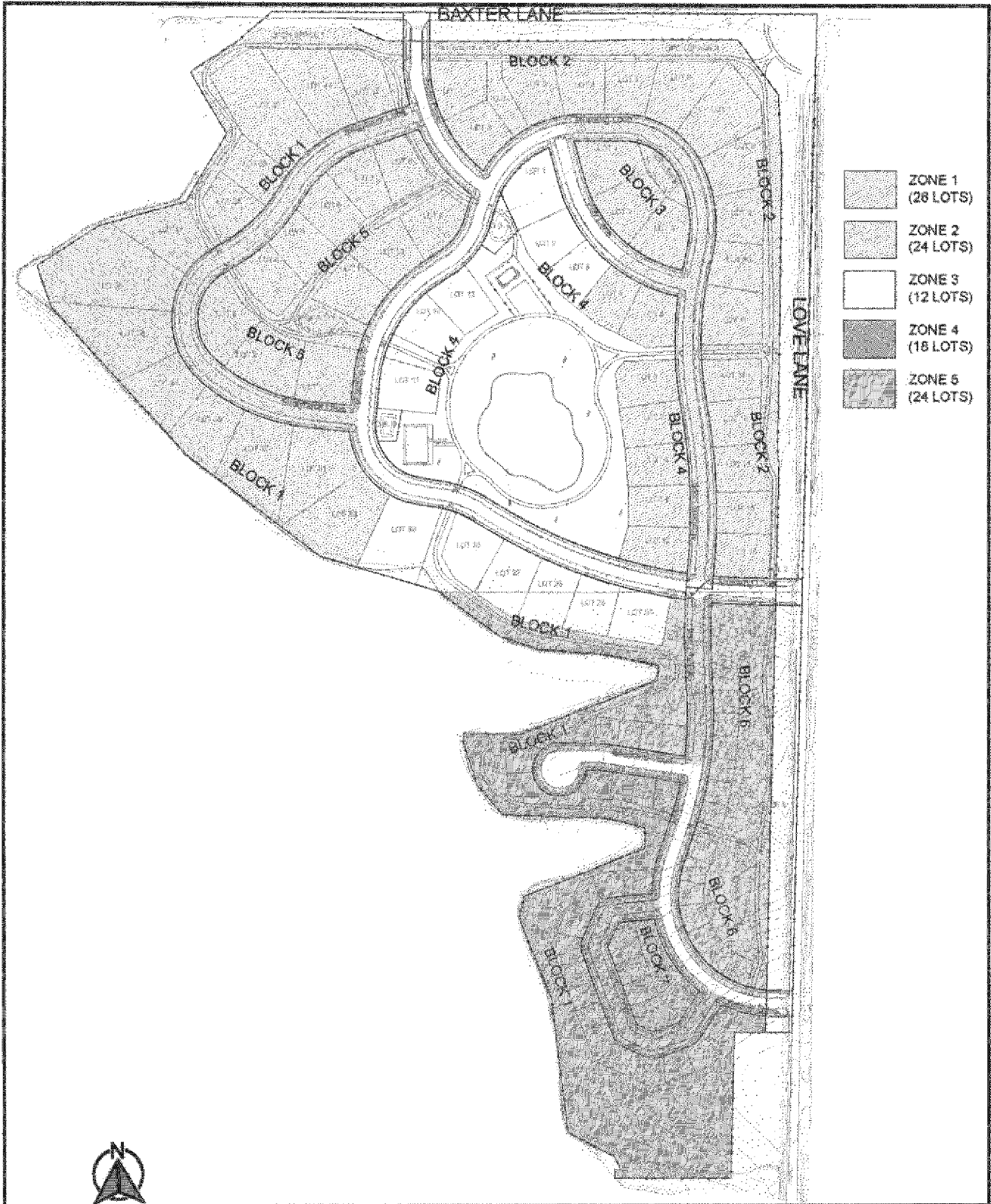
Irrigation Zone 3






Block	Lot	Area ACRE	Max Instantaneous Demand GPM	Water Day	Maximum Allowable Landscaping				Minimum Native Grasses sf
					Lawn	Shrubs	Xeriscape	Trees	
					sf	sf	sf	ea	
Block 1	24	0.32	10	even	9300	1200	1400	5	0
	25	0.28	10	odd	9300	1200	1400	5	0
	26	0.33	10	even	9300	1200	1400	5	0
	27	0.35	10	odd	9300	1200	1400	5	0
	28	0.34	10	even	9300	1200	1400	5	0
	29	0.54	10	odd	11700	1200	1400	5	0
		OS 7		70*		175204	1835		114
Block 3	1	0.34	10	even	9300	1200	1400	5	0
	2	0.34	10	odd	9300	1200	1400	5	0
	3	0.33	10	even	9300	1200	1400	5	0
Block 4	11	0.33	10	odd	9300	1200	1400	5	0
	12	0.29	10	even	9300	1200	1400	5	0
	13	0.3	10	odd	9300	1200	1400	5	0
		OS 4		70*		shared *	shared *		shared *

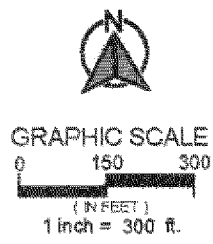
All Open Space Areas in Irrigation Zone 3 must share 70 gpm irrigation flows.


Lot lawn area does not include boulevards. All boulevards are to be lawn.

* Open space is to share total lawn area shown under Open Space 7 above.



-  ZONE 1
(28 LOTS)
-  ZONE 2
(24 LOTS)
-  ZONE 3
(12 LOTS)
-  ZONE 4
(18 LOTS)
-  ZONE 5
(24 LOTS)



 **HEADWATERS
ENGINEERING**
100 NORTHSTAR LANE, BOZEMAN, MT 59718
HEADWATERSMT.NET 405-581-5730

DRAWN BY: JRM
DATE: 03/2021
REVISION DATE:
PROJECT #: 2000 001
LOCATION: BOZEMAN

**WHITE HORSE RANCH
IRRIGATION ZONES
EXHIBIT**

Plot Date: 3/12/2021 3:03 PM
H:\2000\001\ACAD\SHBETS\IRR ZONES.dwg

2. Plant Material.
 - a. Front Yards shall require a minimum of (2)- 2" caliper trees and one planting bed adjacent to the house perimeter containing a mix of shrubs. Shrub Areas shall have a top layer of landscape rock, or bark mulch.
 - b. All Lawn Areas shall be required to be installed with sod and an underground irrigation system.
 - c. The use of xeriscape landscaping is encouraged in all Side Yard Corridors. Deciduous and evergreen trees are encouraged in the Side Yard Corridors.
 - d. Trees should be located to avoid, to the greatest extent possible, branches touching any buildings as to protect the building and to avoid the need for pruning. Trees shall not overhang roofs near chimneys and flues.
 - e. The use of native plant species and drought tolerant landscape materials is encouraged.
3. Irrigation
 - a. All irrigated areas will require underground irrigation systems with time clocks for water management purposes.
4. Park Strip / Boulevard Landscaping
 - a. Lot owners will be responsible to landscape the park strip / boulevard in front of their lot (the "Park Strip") and to install the sidewalk fronting their lot. All lot owners are required to landscape the Park Strip with lawn and an underground sprinkler system and install street trees per the "White Horse Ranch Street Tree Plan" included as Exhibit "C" in the Declaration or as approved by the ARC. New trees must be planted at least 30' away from intersections. The maximum height under utility lines is 25'.

Corner lots are required to install street trees and sidewalks in both Park Strip areas located on their Lot.

- b. Yard Maintenance. Commencing with the transfer of any lot in White Horse Ranch from Declarant, the Lot Owner shall cause their lot and landscaping to be maintained in a neat appearance at all times. Grass shall be cut not less than every two weeks and trees, bushes and hedges shall be trimmed at such intervals as are necessary to maintain the attractiveness of White Horse Ranch. If xeriscape areas include bark mulch, the mulch must be replaced and/or replenished as needed to maintain soil cover.

3. WATER USAGE

- a. Watering Period. On a typical year, the irrigation watering season will begin on May 16th and will end on or by September 30th. The ARC shall have the authority to revise and/or shorten this irrigation season if supply water is determined to be running low or if the total allowable irrigation water usage for White Horse Ranch has been exceeded.
- b. Irrigation Supply Water. The irrigation supply is designed to supply the maximum instantaneous demand as shown in the above Irrigation Zone Tables to half of the lots within each zone at one time at an estimated pressure of 45 to 55 psi.
- c. Application Rates. The application rates below were used in determining the maximum allowable landscape area per lot.

Lawn - 20.2" per square feet per year
Shrubs - 14.1" per square feet per year
Xeriscape - 8.1" per square feet per year
Trees – 56 cubic feet per tree per year
Conversion of Inches to Cubic Feet- 1 foot / 12 Inches

- d. Restructuring of Landscape Areas in Irrigation Zone Tables. If a Lot Owner would like to include more Xeriscape or trees on their lot, the Lawn area can be reduced to ensure the total irrigation water usage for the Lot remains the same or less.
- e. Water Usage Calculation Example. If Lot X is approved for 9,500 square feet of Lawn, 1,200 square feet of Shrubs, 800 square feet of Xeriscape, and 5 trees, the total amount of irrigation water used would be calculated as follows:

Lawn Area: $9,500 \text{ sf} \times 20.2 \text{ in/yr.} \times (1 \text{ ft} / 12 \text{ in}) = 15,992 \text{ cf./yr.}$
Shrub Area: $1,200 \text{ sf} \times 14.1 \text{ in/yr.} \times (1 \text{ ft} / 12 \text{ in}) = 1410 \text{ cf./yr.}$
Xeriscape Area: $800 \text{ sf} \times 8.1 \text{ in/yr.} \times (1 \text{ ft} / 12 \text{ in}) = 540 \text{ cf./yr.}$
Trees: $56 \text{ cf./yr.} \times 5 \text{ trees} = 280 \text{ cf./yr.}$
Total Estimated Irrigation Water Usage = 18,222 cf./yr.

This water total can then be reallocated to the four irrigation categories to better fit the individual Lot's needs.

- f. Open Space Irrigation. The open space irrigation watering requirements, including the maximum instantaneous water demand within a specific open space area, are noted in the Irrigation Zone Tables found above. In off-peak hours, the open space irrigation demand can be increased as noted.

SECTION 4. DESIGN GUIDELINE REVISIONS

The White Horse Ranch Design Guidelines may be amended by the Declarant and/or the ARC at any time. If material revisions are made to the Design Guidelines, the Declarant and/or the ARC through the Board of Directors shall proceed to record the amended Design Guidelines with the Gallatin County Recorder.

EXHIBIT A

WHITE HORSE RANCH SUBDIVISION

Legal Description

Lot 1 of Certificate of Survey No. 2939A and Tract 2 of Certificate of Survey No. 2939, according to the plats thereof, on file and of record in the office of the Clerk & Recorder, Gallatin County, Montana, and located in the Northeast Quarter of Section 6, Township 2 South, Range 5 East of P.M.M.

EXHIBIT B

LOT TYPES

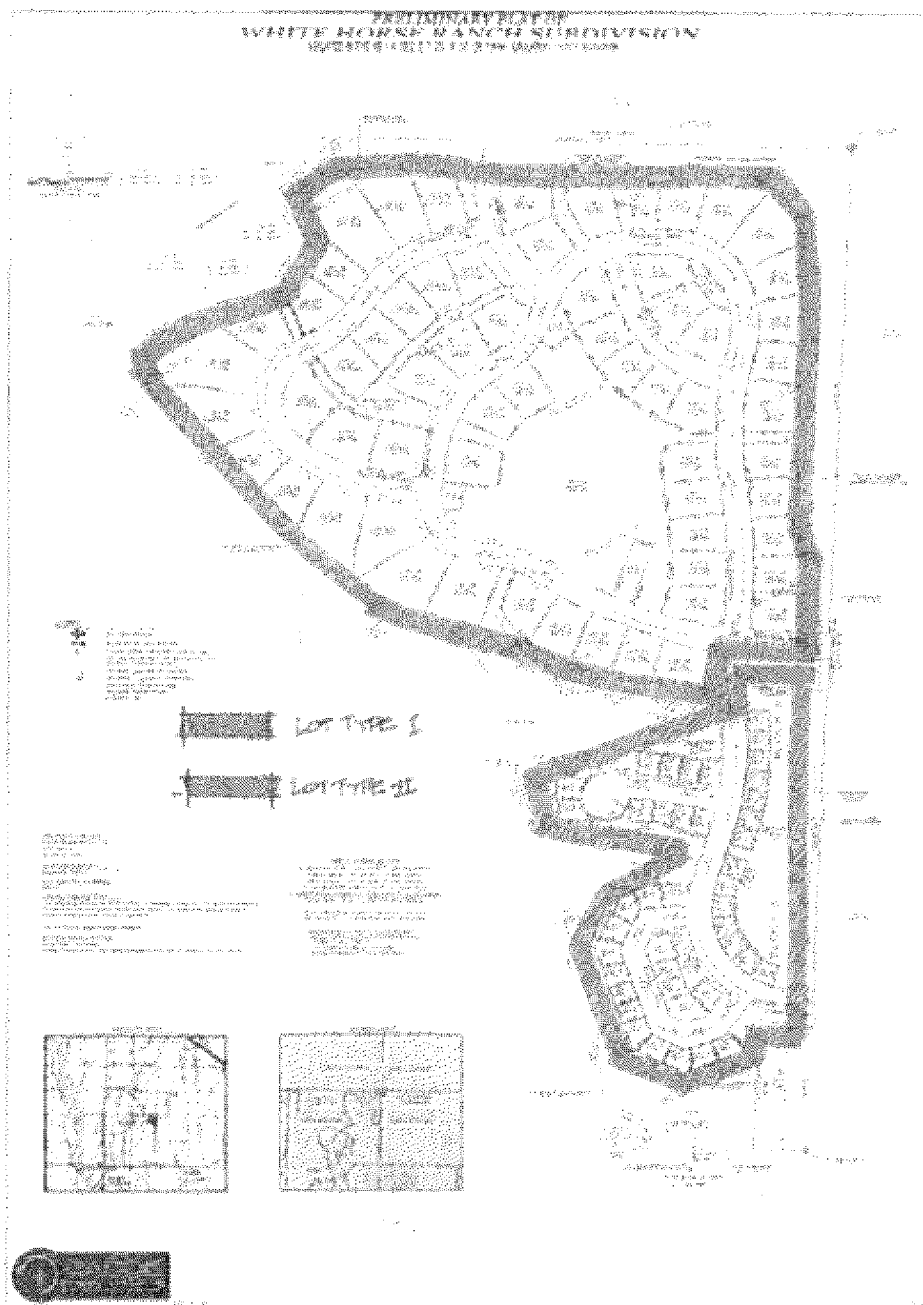


EXHIBIT D
WHITE HORSE RANCH SUBDIVISION
OPERATION AND MAINTENANCE PLAN FOR
STORMWATER STRUCTURES

Inspection and maintenance of storm water structures shall be the responsibility of the White Horse Ranch Community Association and its Board of Directors.

Storm water structures for White Horse Ranch Subdivision include curb and gutter, valley gutters, storm drain inlets, storm drain manholes, storm drain piping, swales, detention basins, retention basins and outlet control structures.

Inspection and maintenance responsibilities for storm water structures are outlined as follows:

Post Construction Inspection/Maintenance:

1. Check drainage routes for blockages and sources of sediment. Remove all blockages and implement best management practices to reduce sediment transport.
2. Observe retention and detention basins during and after a storm event to confirm that the basins are draining properly.
3. Factors responsible for clogging should be repaired immediately.

Semi-Annual Inspection:

1. Check basins following three days of dry weather. Failure for water to percolate within this time period indicates clogging.
2. Inspect structures (storm inlets, storm manholes, outlet control structures and storm sewer pipes) for sediment build-up and structural damage.
3. Remove grass clippings, litter, and debris.

Standard Maintenance:

1. Remove sediment and oil/grease from inlets, manholes and outlet structures.
 2. Inspect and remove debris at inflow and outflow areas.
 3. Maintain access to the catch basin for regular maintenance activities.
 4. Control mosquitoes as necessary.
 5. Monitor health of vegetation (if any) and replace as necessary.
 6. Inspect for the following issues: differential accumulation of sediment, signs of wetness or damage to structures, cracking or other deterioration of the concrete catch basin, condition of drainage gravel, drain time, signs of petroleum hydrocarbon contamination (odors), standing water, trash and debris.
-

Sediment accumulation:

In most cases, sediment from an infiltration basin does not contain toxins at levels posing a hazardous concern. However, sediments should be tested for toxicants in compliance with current disposal requirements and if land uses in the drainage area include commercial or industrial zones, or if visual or olfactory indications of pollution are noticed. Sediments containing high levels of pollutants should be disposed of properly and potential sources of contamination should be investigated and contamination practices terminated.

**WHITE HORSE
RANCH
ARCHITECTURAL
REVIEW
COMMITTEE**

FORM A
SKETCH DESIGN
REVIEW APPLICATION

LOT _____ BLOCK _____

OWNER _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

BUILDER _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

ARCHITECT/DRAFTSMAN _____

FIRM _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

LANDSCAPE ARCHITECT _____

FIRM _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

Are you requesting any variances from White Horse Ranch architectural review guidelines?

Yes / No

If yes, please explain the variance(s), the reason for the request and attach any drawings or documentation that better help describe the variance(s).

Submittal Requirements for the White Horse Ranch Sketch Design Review

Two (2) sets of the following documents (please check):

- Site Plan including all dimensions and setbacks
- Floor Plans including finished and garage square footage.
- Exterior Elevations
- Conceptual Landscape Plan

Submitted by _____ Date _____

Signature _____

Fee Paid _____ Check # _____

-
ARCHITECTURAL REVIEW COMMITTEE USE ONLY

Design Review Fee of \$400 paid to the White Horse Ranch HOA (check upon receipt): _____

ARC Committee Member

**WHITE HORSE
RANCH
ARCHITECTURAL
REVIEW
COMMITTEE**

FORM B
FINAL DESIGN
REVIEW APPLICATION

LOT _____ BLOCK _____

OWNER _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

BUILDER _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

ARCHITECT/DRAFTSMAN _____

FIRM _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

LANDSCAPE ARCHITECT _____

FIRM _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

Submittal Requirements for the White Horse Ranch Construction Design Review

Two (2) sets of the following documents (please check):

- Construction Documents (1/8" = 1'-0" or larger) as provided to the City or County including:
 - Site Plan including house location, walls, fence lines, walks, and drives with property lines and all dimensions, setbacks, and north arrow clearly delineated.
 - Floor Plans including all dimensions and total square footages
 - Exterior Elevations including all material callouts
 - Foundation Plan
 - Roof Plan
 - Architectural Details

- Material / Color Board clearly identifying all exterior materials and proposed color scheme. Photographs may be used in lieu of actual material samples.

- Landscape Plan including calculations for landscape areas and types and all plant material sizes and callouts

Submitted by _____ Date _____

Signature _____

Fee Paid _____ Check # _____

ARCHITECTURAL REVIEW COMMITTEE USE ONLY

Sketch Review Plan ARC approval date: _____

ARC Committee Member

**WHITE HORSE
RANCH
ARCHITECTURAL
REVIEW
COMMITTEE**

**FORM C
APPLICATION FOR
CHANGE(S)**

LOT _____ BLOCK _____

OWNER _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

BUILDER _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

ARCHITECT/DRAFTSMAN _____

FIRM _____

MAILING ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

Change Description: (please attach a sketch of the proposed change(s).

Submitted by _____ Date _____

Signature _____

Fee Paid _____ Check # _____