

Return after Recording:  
Bozeman Development Fund, LLC  
BDF - Cottages, LLC  
P.O. Box 4240  
Bozeman, MT 59772

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

This Amended Declaration of Covenants, Conditions, and Restrictions for the White Horse Ranch Subdivision (hereinafter referred to as the “Declaration”) is made this 20th day of January, 2023, by BOZEMAN DEVELOPMENT FUND, LLC and BDF – COTTAGES, LLC, both authorized to do business in the State of Montana, whose principal place of business and post office address is P.O. Box 4240, Bozeman, MT 59772, hereinafter collectively 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,” the “White Horse Ranch Subdivision,” or the “Property.” 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 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, regulations, restrictions, and ordinances of the State of Montana and Gallatin County.

Excepting any Gallatin County required covenants, the Declarant desires to replace, supersede and restate in its entirety all other Declarations of Covenants, Conditions, and Restrictions for the White Horse Ranch Subdivision, specifically Document Number 2745768, dated August 2, 2021, recorded August 10, 2021, with Gallatin County Clerk and Recorder, with this Declaration.

Declarant hereby declares that all Property described in Exhibit “A” shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to 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. The covenants, conditions, and restrictions set forth in this Declaration shall run with the Property and shall be binding upon all persons having or who acquire any right, title or interest in and to the Property, 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 licensed to practice architecture in the State of Montana.
- b. “Association” shall mean the White Horse Ranch Community Association, Inc., a nonprofit Montana corporation, and its successors and assigns which shall serve and may be referred to as the Homeowners’ Association or Association.
- c. “Board” shall mean the Board of Directors of the Association.
- d. “By-Laws” shall mean the by-laws of the Association.
- e. “County” shall mean Gallatin County, State of Montana, and its’ appropriate departments, officials, and boards.
- f. “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for White Horse Ranch Subdivision together with any subsequent amendments to the Declaration.
- g. “Declarant” shall collectively mean BOZEMAN DEVELOPMENT FUND, LLC and BDF – COTTAGES, LLC or such other successor person, entity, or corporation who, by a recorded document, is designated as the successor Declarant.
- h. “Design Guidelines” shall mean the separate document known as the Design Guidelines for White Horse Ranch Subdivision, and any amendments thereto, adopted by the Declarant and or the Association. It is an Owner’s obligation to obtain a copy of the most current version of the Design Guidelines from the Association.
- i. “Lot” shall mean and refer to only the Property so divided into a lot, tract or parcel or hereafter annexed into the White Horse Ranch Subdivision pursuant to this Declaration; and designated by the Declarant for residential use. The term “Lot” does not include any portion of Property containing the Parks or Open Space. Lots Type I and Lots Type II are specified in Exhibits “A” and “B” attached hereto and incorporated by reference herein.

- j. "Parks" shall mean that portion of the Property, and interest therein, which has or may be conveyed to Gallatin County or any other governmental agency, including but not limited to any Property identified as public parks as delineated on the final plat of the White Horse Ranch Subdivision, and any amendment thereto. 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, and any amendment thereto. 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 this Declaration 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.
- k. "White Horse Ranch Architectural Review Committee", also referred to herein as the ARC, shall mean the committee that reviews building proposals for conformance to the provisions of this Declaration and the Design Guidelines, and approves, conditionally approves, or rejects the same as outlined in Article III of this Declaration.
- l. "White Horse Ranch" or "White Horse Ranch Subdivision" shall include all Property described in Exhibits "A" and "B", together with such other land as may be annexed pursuant to the provisions of this Declaration.
- m. "Open Space" shall include all areas delineated as such on the final plats of the White Horse Ranch Subdivision as Open Space. Open space, including, but not limited to, the detention / retention ponds, shall remain in the ownership and control of the Association. The Open Space shall be transferred to the Association and maintained by the Association for the use and benefit of the Owners.
- n. "Owner" also referred to as lot owner, property owner, landowner, member and homeowner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of White Horse Ranch, including contract purchasers, but excluding those having such interest merely as a security for the performance of an obligation.
- o. "Property" shall mean all of the lands described in Exhibits "A" and "B" together with such other land as may be annexed into the White Horse Ranch pursuant to the provisions of this Declaration.
- p. "Subdivision" shall mean the White Horse Ranch Subdivision.

**ARTICLE II**  
**LAND SUBJECT TO THIS DECLARATION**

**SECTION 1.** The Property described in Exhibits "A" and "B", attached hereto and incorporated by referenced herein, and as described as the 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" or "White Horse Ranch Subdivision."

**ARTICLE III**  
**WHITE HORSE RANCH ARCHITECTURAL REVIEW COMMITTEE**

**SECTION 1. CREATION - MEMBERSHIP**

There is hereby created by Declarant an Architectural Review Committee which is herein referred to as the White Horse Ranch Architectural Review Committee (the "ARC"). The Declarant shall act as the ARC or the Declarant may appoint up to three (3) persons, who do not need to be Owners, to act as and perform the duties of the ARC. On or after ninety percent (90%) of the residences have been constructed and fully completed, including the installation of landscaping, in White Horse Ranch, and sold to third parties, one of the members of the ARC may be chosen by a majority vote of the Owners at an annual meeting or a special meeting of the Association. When one hundred percent (100%) of the residences have been constructed and fully completed, including the installation of landscaping, in White Horse Ranch, and sold to third parties, all of the members of the ARC shall be chosen by a majority vote of the Owners at an annual meeting or a special meeting of the Association. Each member of the ARC shall serve a three (3) year term. The ARC may consist of the same persons who are serving as the Board of Directors of the Association.

**SECTION 2. SELECTION**

If no successor is appointed, or elected by the Owners pursuant to Article III, Section 1 hereon, on or before the expiration of an individual ARC member's term, he/she shall be deemed to have been re-appointed for another term on the ARC. On the death or resignation of an individual member of the ARC, a replacement member shall be selected by the remaining members of the ARC to fill out the unexpired term, subject to the Declarant's consent so long as Declarant owns any Lots within White Horse Ranch.

**SECTION 3. PURPOSE**

The ARC shall be responsible for interpreting and enforcing the Design Guidelines established herein and shall adopt such rules and procedures, as it deems necessary to carry out its functions, which rules and procedures may not be inconsistent with the provisions of this Declaration and the Design Guidelines.

**SECTION 4. ARC REVIEW**

No construction, reconstruction, alteration, remodeling of any residence, building, outbuilding, structure, garage or improvement, installation of landscaping, installation of fencing, installation of wall(s) 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 shall be prepared by a design professional or licensed architect, well versed in all construction, reconstruction, alteration or remodeling and the provisions and requirements of the Design Guidelines, 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. No

construction, reconstruction, alteration, remodeling of any residence, building, outbuilding, structure, garage or improvement, installation of landscaping, installation of fencing, installation of wall(s) or other improvements being placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any Lot may be commenced until the ARC shall have issued written approval to the Owner allowing for such construction of improvements to commence. All construction, reconstruction, alteration, remodeling of any residence, building, outbuilding, structure, garage or improvement, installation of landscaping, installation of fencing, installation of wall(s) or other improvement to be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any Lot shall be constructed consistent with the building drawings, plans and specifications, and landscape plan approved in writing by the ARC. Notwithstanding the above, the development or construction of any improvements on a Lot by the Declarant shall not be subject to ARC design review.

#### SECTION 5. AUTHORITY TO APPROVE

The ARC shall have the authority to reject the materials, designs and colors submitted with the plans and specifications, or may wholly reject the plans and specifications themselves, if they are not compatible or consistent with the provisions of the Design Guidelines and/or the design of the White Horse Ranch Subdivision, or the plans and specifications are inappropriate, incomplete or defective.

#### SECTION 6. SUBSTANTIAL COMPLIANCE

All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the written approval of the ARC must be completed in substantial compliance with the plans and specifications approved in writing by the ARC, and any written modification to said approval by the ARC.

#### SECTION 7. ENFORCEMENT

The ARC shall have the power, authority, standing and right to enforce the provisions of this Declaration in any court of law or equity when it reasonably believes the same have been violated 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 the provisions of this Declaration, the Design Guidelines and/or of any approvals issued in writing by the ARC.

#### SECTION 8. FEES

The ARC may require reasonable fees for architectural review to be paid by the Owner with the filing of plans and specifications to defray the ARC's expenses and the expenses of inspections and enforcement of the provisions of this Declaration.

#### SECTION 9. LIABILITY

The ARC, and the individual members thereof, may not be held liable by any person or Owner for any damages which may result from any ARC action taken pursuant to this Declaration,

including, but not limited by, damages which may result from correction, amendment, change or rejection of plans and/or specifications, the issuance, suspension or enforcement of any ARC building approval 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, and any amendments thereto, adopted to govern the construction of any and all buildings, structures, improvements, and landscaping in the White Horse Ranch Subdivision.

The following design review process shall apply to all Lots within the White Horse Ranch Subdivision, with the exception of any Lots owned by the Declarant.

### **SECTION 1. SUBMISSION OF PLANS AND SPECIFICATIONS FOR APPROVAL BEFORE COMMENCEMENT OF CONSTRUCTION; AND LANDSCAPE PLAN**

No residence, building, structure, improvement, 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 this Declaration, the Design Guidelines, as well as required Gallatin County review and permitting. In addition, as part of the design review process, the Owner must provide a landscape plan consistent with the provisions of the Design Guidelines for review and approval by the ARC.

### **SECTION 2. GENERAL REQUIREMENTS**

After closely reviewing the Design Guidelines, the Owner shall submit two copies of the required documents specified in this Article IV for each design review and the appropriate design review fee made out to the White Horse Ranch Community Association. Submittals shall be made to:

Saddle Peak Properties, LLC  
C/O Lindsay Freitas  
1 Candlelight Drive  
Bozeman, MT 59718  
406.581.0142  
[lindsay@saddlepeakproperties.com](mailto:lindsay@saddlepeakproperties.com)

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- a. The design review process begins on Monday of each week. Complete submittals must be received by noon on Friday of the previous week in order to be reviewed the following week. All documents must be dated and labeled with “White Horse Ranch Architectural Review Committee” and specific project title, Lot number, architect/designer contract information and Owner contact information. If the

design submittals, including, but not limited to, the plans and specifications, are not deemed complete by the ARC or additional information is required by the ARC to commence the review, the ARC will notify the Owner within ten (10) business days of receipt of the submittals and ARC review shall not commence until the design submittals are deemed complete, in writing, by the ARC.

- b. Upon ARC review, the Owner will be notified within ten (10) business days after the start of the design review period that the design submittals, including, but not limited to, the plans and specifications, have been approved, approved with conditions, or disapproved.
- c. The reasons for approval with conditions, and disapproval shall be clarified, in writing, for the Owner by the ARC. If the ARC does not contact the owner within ten (10) business days of the design 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) business days of the hearing.
- e. 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

### SECTION 3. COMPLETION OF IMPROVEMENTS

Any residence, building, structure or improvement whose plans and specifications were approved in writing by the ARC, must be erected and completed within one (1) year from the date of the ARC's written approval and must be erected and completed consistent with the plans and specifications approved of by the ARC. If any residence, building, structure or improvement is commenced and is not completed in accordance with the plans and specifications within the one (1) year period, the Board of the Association, at its' option, may take such action as may be necessary, in its' judgment, to provide the Owner additional time to complete the residence, building, structure or improvements, or improve the appearance so as to make the structure or improvements harmonious with other Lots and to comply with this Declaration, including completion of the exterior or the combination thereof, or removing the uncompleted structure or similar operations. The Owner is responsible for any costs incurred by the ARC or the Association

in relation to during the design review process and/or an enforcement by the ARC. A lien on the Lot may be recorded by the ARC 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 or improvement is not commenced within one (1) year after the date of written approval by the ARC, the approval shall be deemed denied and a new approval must be obtained by the Owner prior to the commencement of construction. Each Owner shall be responsible for installation of landscaping, pursuant to the Landscape Plan approved by the ARC in writing, on the Owner's Lot within sixty (60) days after completion of the Owner's residence. Residences completed after September 30<sup>th</sup> and before April 30<sup>th</sup> will have sixty (60) days to complete their landscaping beginning no later than May 1<sup>st</sup>. 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 for additional time to install the landscaping.

#### SECTION 4. LIABILITY AND VARIANCES.

In reviewing and approving plans and specifications, the ARC shall take into consideration the suitability of the proposed residence, building, improvement or other structure, the materials used for construction, its harmony with the surroundings, and adjacent or neighboring Lots, and the effect of the building on other residences, improvements, and 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 or entity 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 or entity for any damages for any action taken pursuant to this Declaration, 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 this Declaration and any applicable rules and regulations of Gallatin County are complied with. All variance requests pertaining to the ARC approvals must be made in writing to the ARC. Any variance granted by the ARC shall be considered unique and will not set any precedent for future ARC decisions regarding variances. 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 resulting from the variance being considered. 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, or its' members.

#### SECTION 5. REVIEW PROCEDURES.

The following procedures outline the review process to be conducted by the ARC for residences, structures and improvements constructed in the White Horse Ranch Subdivision.



The design review process is a three-step process that must be compliant with the Design Guidelines. 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.

Upon completion of the Final Design Review, the applicant can proceed to submit an application for the landscape design review.

The applications for Sketch Design Review, Final Design Review, Landscape Design Review are attached hereto as Form A, Form B and Form D.

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 or revisions made at the time of the Sketch Design Review. 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).

c. **LANDSCAPE DESIGN REVIEW**

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. Underground irrigation systems are required.

For any homes constructed by the Declarant, this review checks the landscape construction documents for compliance with the Landscape Design Standards found in Section 3 of the Design Guidelines.

Submittal For Required: **Form D** – Landscape Design Review Application

Submittal Fee: \$200

Minimal Submittal Requirements

- Site Plan showing locations of all landscaping, hardscape, patios, overhead structures, hot tubs and jacuzzies, and irrigation systems to be constructed as part of the landscape plan
- Landscape Types and area calculations information as required in Section 3.2 of the Design Guidelines.
- Water Usage calculations as required in Section 3.3 of the Design Guidelines.
- 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 residence constructed on the Lot, weather permitting, 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.

c. Additional required approvals.

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

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

Maximum Size-	8’ x 12’ or 100 square feet (Lot Type I)
Structure Type-	Pre-fabricated or site constructed.
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.
Maximum Height-	8'
Exterior Materials-	Colors to generally match the colors found on the home.
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 written approval.

iii. Fences. The design and location of all fences must be prior approved in writing 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 prior approved in writing by the ARC.
- d. Any fencing installed by the Declarant shall be left in place and shall not be modified by any Lot Owner.

SECTION 6. CONSTRUCTION COMMENCEMENT.

Construction may not commence until all necessary permits are obtained and fees collected by ARC and Gallatin County. 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 residence, improvement, structure 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 this Declaration by any action, in law or equity, to ensure compliance.

SECTION 7. MINOR CHANGES

It is anticipated that an Owner may wish to make improvements or modifications to Owner's buildings or Lot during initial construction or at a future date. A change may be executed upon receipt from Owner 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 this Declaration. If any Owner shall fail to comply with the terms and conditions of any provisions or exhibits or appendixes herein, or any other requirement for building location, setback, design, landscaping or construction within ten (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 of the notice of non-compliance letter being deposited in the United States postal system, 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 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 for White Horse Ranch Subdivision. These covenants may not be amended or revoked without the mutual consent of the Owners in accordance with the amendment procedures in this Declaration and 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 landowners 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, her or its' 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, parks and open space.
- d. The Homeowners' Association shall be responsible for liability insurance on all Parks and Open Space 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 homeowner'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 Subdivision.

**SECTION 1. Zoning Regulations.** The lawfully enacted zoning regulations of Gallatin 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, including but not limited to garages, storage sheds, storage units, or other out-buildings, shall be constructed on any Lot unless such Additional Improvement conforms with all applicable Design Guidelines and other requirements of the County and such Additional Improvements are prior approved in writing by the ARC.

SECTION 5. Antennas; Satellites; and Solar Panels. All antennas must be enclosed within the structure. Any satellite dishes must not be any larger than 18 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.

SECTION 7. Number of Dwellings. Only one (1) single family residence may be constructed on any Lot. All single family residences shall have an attached or detached garage per the Design Guideline requirements. Any other structures proposed on any Lot shall require prior written approval by the ARC.

SECTION 8. Completion Required Before Occupancy. No single-family residence may be occupied prior to its completion in accordance with the ARC approval and any County required approvals, including, but not limited to, a Land Use Permit.

SECTION 9. Animals. No animal rights (except common 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 Lot. OWNERS ARE RESPONSIBLE TO KEEP ALL PETS OFF OF ADJACENT AGRICULTURAL PROPERTIES, PREVENT ALL PETS FROM BEING A NUISANCE AND PREVENT ALL PETS FROM HARRASSING WILDLIFE. THE ASSOCIATION SHALL HAVE THE RIGHT TO FINE OR REPORT OWNERS TO THE LOCAL AUTHORITIES WHO VIOLATE THIS PROVISION.

SECTION 10. Underground Utilities. All new gas, electrical, telephone, television, and any other new utility lines installed by the Declarant or its successors or assigns, or Owners 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 11. Service Yards. There shall be no clothes lines, service yards, or storage yards. Exterior mechanical equipment must be screened in a manner or kept in a garage so that it is not visible from adjoining Lots.

SECTION 12. Sidewalks. Each Lot Owner, at Lot Owner's expense, is responsible for constructing and maintaining, including, but not limited to snow removal, all sidewalks bordering the Owner's Lot. The Association is responsible for constructing and maintain sidewalks bordering Parks and Open Space.

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. For Type II Lots, trash containers may be stored outside, but shall be screened from view by the Declarant.

SECTION 17. 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 18. 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 19. 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 20. Use of Water. Except as expressly provided in the Rules and Regulations of the Four Corners County Water and Sewer District and irrigation restrictions specified in Section 3 Landscape Design Standards found in the Design Guidelines, 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 21. Fire Protection Water Supply. Four Corners County Water and Sewer District shall be responsible for the maintenance of the fire protection water supply.

SECTION 22. 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 23. 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 24. 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 25. Kennels. No kennel or dog run may be placed closer than 20 feet to any Dwelling other than that of the Lot Owner's own kennel or dog run. No wire fencing shall be allowed which is unscreened from the view of adjoining Lots.

SECTION 26. 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 27. Fence Maintenance. All fences bordering agricultural lands shall be maintained by the Owner of the Lot adjacent to the fence in accordance with State Law. The 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 28. No Further Subdivision of a Lot. Further subdivision of Lots within the Subdivision is prohibited.

SECTION 29. 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.

SECTION 30. 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 31. Outdoor Lighting Standards. The following outdoor lighting standards shall apply within the White Horse Ranch Subdivision which shall not apply to street lighting maintained by the County or other public agencies.

- 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. 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 32. Settlement Pond. The irrigation system within White Horse Ranch includes a settlement pond located within the Community Park ("Settlement Pond"). The Settlement Pond has been designed as part of the irrigation system and is to be solely used for irrigation purposes only. Swimming, fishing, boating or any other recreational uses at the Settlement Pond are specifically PROHIBITED. This Settlement Pond is regulated by the Montana Department of Natural Resources and Conservation ("DNRC"). If the DNRC ever determines the Settlement Pond is no longer allowed under state law, this Settlement Pond may be abandoned, filled in, and converted to Park land. Any unauthorized use of the Settlement Pond by Owners, Owners' guests or invitees or trespassing at the Settlement Pond shall be subject to the Association levying a financial penalty against the Owner or criminal charges. All Owners, Owners' guests or invitees indemnify and hold harmless the Declarant and the Association from any damages, bodily injury, death, claims, causes, actions, or penalties resulting from the Owners', Owners' guests or invitees

unauthorized use of the Settlement Pond, including, but not limited to attorneys' fees and expert fees, and fees related to any appeal incurred by the Declarant or the Association.

**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 THE DECLARANT 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, Inc. 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 P.O. Box 4240, Bozeman, MT 59772. 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 levy and collect assessments; levy fines pursuant any fine schedule adopted by the Board of Directors; 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, elect committee members to fill any expired terms or vacant positions, 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. Pursuant to this Declaration, the Declarant is empowered to appoint the Directors to the Board, who do not need to be Owners in the Subdivision, until the Declarant voluntarily transfers the control of the White Horse Ranch Subdivision to the Association or 90% of all Lots within the Subdivision have been sold to third parties. Declarant is empowered to appoint members to the ARC pursuant to Article III, Section 1.

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 any 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 the Owner owns for matter that is presented to the Association. Voting by mail in ballot is permitted. 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. In order to vote at a meeting, a member must be in good standing with the Association.

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 sold under a contract shall terminate the member'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 of one year or for a term to be set by a simple majority of the membership, whichever is longer. Each Director shall serve until replaced by his or her successor. Prior to the control of the White Horse Ranch being turned over to the Association, any vacancy on the Board of Directors occurring before the next annual meeting of the members shall be filled by the Declarant. After the control of the White Horse Ranch is turned over to the Association, 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 this Declaration. The Directors shall act by majority vote.

SECTION 9. The Board of Directors shall serve as officers which shall be designated by the Declarant until such time as the control of White Horse Ranch is turned over to the Association, at which time a simple majority vote of the members of the Association at the annual meeting. The majority of the members may 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, whichever is earlier.

SECTION 12. After the initial annual meeting, the annual meeting of the Association shall occur on or before April 30<sup>th</sup> 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 offices of the either the Assessor or the 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 in person, by proxy or mail in ballot, but such vote is less than the requisite 50% of the members, members who were not present in person, by proxy or provided a mail in ballot, 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 this Declaration, 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 or Parks 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 Private Open Space or 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, trails and Private Open Space 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, common areas, Open Space, and Parks.
- 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 operations and maintenance of the irrigation system pursuant to the Montana Department of Natural Resources and Conservation (“DNRC”) requirements. Part of the DNRC requirements include monitoring the irrigation water usage at White Horse Ranch. **In the event the water usage exceeds the water usage allowed within White Horse Ranch, the Association shall have the authority to turn off irrigation to any Lot and the Owner in violation of the water usage amounts assigned to their particular Lot as more specifically identified in Section 3 Landscape Design Standards found in the Design Guidelines.**
- h. 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 this Declaration as attached Exhibit “D”.

- i. The Association shall administer an open space fire management plan approved by the Hyalite Fire District.
- j. The Association may obtain and maintain in force such insurance policies as the Board may deem appropriate including any Directors and Officers liability insurance.
- k. The Association shall have all powers set forth in this Declaration and By-Laws 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 this Declaration or the By-Laws as may be necessary to enforce this Declaration.
- l. 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 this Declaration or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such area in violation of this Declaration, the Design Guidelines or any approval issued by the ARC and/or the Association. Furthermore, the Association shall not be liable to the Lot Owner for trespass, damage or otherwise, that occurs while they are enforcing this Declaration as provided herein. The Association may maintain and repair any roads, sidewalks, Parks, open space, linear trail or public areas in the White Horse Ranch or adjoining White Horse Ranch, should the Association so chose to, but is not obligated to, 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 White Horse Ranch 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 this Declaration, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration.

In fulfilling any of all its duties under this Declaration, including, but not limited to, its duties for the maintenance, repair, operation or administration of the Parks and Open Space areas, and to any Lots to the extent made necessary by the failure of the Owners to meet Owners' maintenance requirements, or in exercising any of its rights to construct improvements or other work upon any Parks or Open Space areas, the Association shall have all of the following powers 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 violate any Subdivision approvals for White Horse Ranch.
- 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 Declaration, 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 this Declaration 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 this Declaration 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 pets within White Horse Ranch.

SECTION 16. No member of the Board shall be personally liable to any Owner, guest, lessee or to any other persons, including the Declarant, for any error or omission of the Association, its representatives and employees, the ARC or the manager, provided, however, that such member, acted in good faith. No member of the Board can be sued individually or together as members of the Board by any Owner.

## ARTICLE VIII ASSESSMENTS

SECTION 1. Owners of any residential lot 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 levied by the Association 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 Owner or member owning a Lot Type I specified in Exhibit B will be assessed per Lot owned based upon a separate budget for Lot Type I. Assessments to Owners of 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 residence. The Board shall have the right to determine and refine the specifics and timing of assessments to Lot Owners.
- b. Each Owner or member owning a Lot Type II specified in Exhibit B will be assessed per Lot owned based upon a separate budget for Lot Type II. Assessments to Owners of 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 residence. The Board shall have the right to determine and refine the specifics and timing of assessments to Lot Owners.

SECTION 3. At least 30 days prior to the commencement of each fiscal year, the Board shall fix the amount of each assessment for those Lots in Exhibit A and those Lots in Exhibit B 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. The Board shall establish three separate budgets, a budget for Lot Type I, Lot Type II and for those common expenses shared between Lot Type I and Lot Type II. Assessments shall include, but not be limited to, maintenance of fences, trails, linear park, Parks, Open Spaces, irrigation pond, weed control and other improvements. The Association is responsible for the weed control, mowing, care and maintenance of the common areas, Open Space, Park land, detention facilities, irrigation ponds, and trail system. The Association shall contract each year with a professional landscaping company to perform such maintenance. The Association may use the provision of this Declaration 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 purposes of defraying, in whole or in part, inadequately budgeted assessments and/or the cost of any construction, reconstruction, repair or replacement of a capital improvements 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, by proxy, or by mail 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 this Declaration for monies expended by the Association in performing its functions under this Declaration 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, or the maximum interest permitted under Montana Law, whichever is less so as to not exceed Montana laws applicable to usury, and costs, including reasonable attorney's fees and expert fees, shall be and become a lien upon the Lot of such Owner upon recordation by the Association of the lien. 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 paying 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 this Declaration shall be binding for a term of ten (10) years from the date this Declaration was originally recorded 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 so long as Declaration maintains control of White Horse Ranch and control has not been turned over to the Association. After that initial ten (10) year term, this Declaration 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 Declaration, 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 Gallatin County.

In addition to the rights reserved to the Declarant to modify or supplement this Declaration with respect to White Horse Ranch, this Declaration, 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 seventy-five percent (75%) of the total votes of each class of Owners (Class A and Class B) of Lots then within White Horse Ranch 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 Declaration, 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 Declaration 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 this Declaration, or after 90% of the lots in White Horse Ranch have been sold, whichever first occurs, the provisions of this Declaration may be changed or amended or additional covenants added, in whole or in part, upon approval of seventy-five percent (75%) of the total votes of of each class of Owners (Class A and Class B) 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 Gallatin County. Any amendment to this Declaration shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any amendment to this Declaration shall not affect existing structures and uses of the Lots.

SECTION 2. All the limitations, conditions, and restrictions contained in this Declaration of White Horse Ranch shall run with the Property and all Lots shall be binding on all parties and persons claiming under them

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 this Declaration. 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. Failure to enforce any provision of this Declaration in no way waives or diminishes the enforceability of this Declaration at a future date.

SECTION 4. All the limitations, covenants, conditions of and restrictions of White Horse Ranch Declaration 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 Declaration 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 herein contained in this Declaration, 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 or Lot within White Horse Ranch, is reasonably necessary for the construction of any facility for use by the Declarant, the Association, or 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 Declaration 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. Furthermore, the Declarant may sell, transfer, assign, or convey Declarant's development rights for the White Horse Ranch to a third party.

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 this Declaration, the By-laws and White Horse Ranch Subdivision, including the payment of assessments.

**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 Declaration 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
BOZEMAN DEVELOPMENT FUND, LLC  
By: Donnie Olsson  
Its: Authorized Signer

\_\_\_\_\_  
BDF - COTTAGES, LLC  
By: Donnie Olsson  
Its: Authorized Signer

STATE OF \_\_\_\_\_ )

:ss.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public of the State of \_\_\_\_\_, personally appeared Donnie Olsson, Authorized Signer for Bozeman Development Fund, LLC and Authorized Signer for BDF – Cottages, LLC known to me to be the person that executed the within instrument and acknowledged to me he executed the same.

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

NOTARY PUBLIC for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing At: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **APPENDICES AND EXHIBITS**

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 REVIEW

ARCHITECTURAL REVIEW COMMITTEE FORM B APPLICATION- FINAL DESIGN REVIEW

ARCHITECTURAL REVIEW COMMITTEE FORM C APPLICATION- CHANGES

ARCHITECTURAL REVIEW COMMITTEE FORM D APPLICATION- LANDSCAPE PLAN

**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 C

## WHITE HORSE RANCH STREET TREE PLAN



Preliminary Plant List

SYMBOL	Species	White Horse Ranch	Size
●	Acacia (Fremont) California	Acacia Black Maple	1 1/2" dia.
●	Carya occidentalis	Carya incana	1 1/2" dia.
●	Pinus ponderosa	Pinus Mugo	1 1/2" dia.
●	Malva cordata 'Glenlivet'	Malva cordata	1 1/2" dia.



SHEET 006

4-23-2019

### STREET TREE PLAN

## WHITE HORSE RANCH

Bozeman Development Fund, LLC - 1978 Kidd Circle, Park City, Utah

R. MICHAEL KELLY  
CONSULTANTS  
LAND PLANNING & LANDSCAPE ARCHITECTURE  
100 W. 900 S. STE. 100 - 84302

**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.
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**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.

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**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).

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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

The Owner acknowledges that the Owner has reviewed the most recent version of the Design Guidelines.

Submitted by \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Fee Paid \_\_\_\_\_ Check # \_\_\_\_\_

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**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 # \_\_\_\_\_

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**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 # \_\_\_\_\_

**WHITE HORSE RANCH  
ARCHITECTURAL  
REVIEW COMMITTEE**

**FORM D  
LANDSCAPE 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 landscape 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).

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Submittal Requirements for the White Horse Landscape Design Review

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

- Site Plan including all landscaping, hardscape, patios, overhead structures, jacuzzies to be installed with the landscaping.
- Landscape Type and Area Calculations.
- Water Usage Calculations

Submitted by \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Fee Paid \_\_\_\_\_ Check # \_\_\_\_\_

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**ARCHITECTURAL REVIEW COMMITTEE USE ONLY**

Design Review Fee of \$200 paid to the White Horse Ranch HOA (check upon receipt): \_\_\_\_\_

\_\_\_\_\_  
ARC Committee Member