

APPENDIX B: SUPPLEMENTARY DOCUMENTS

- A. General.** When required, the following documents shall be submitted in draft form with the preliminary plat and signed and notarized with the final plat.
- B. Property Owners' Association.** If common property is to be deeded to the property owners association, or if the property owners' association will be responsible for the maintenance of subdivision roads, landscaped areas, parkland, or pathways, property owners' association bylaws or the declaration of covenants, conditions, and restrictions set up to govern such an association shall include as a minimum:
1. Membership: Automatic and mandatory membership for each property or unit buyer and any subsequent buyer.
 2. Perpetual Reservation: Perpetual reservation and limited use of common property.
 3. Right to Use: The right of each property or unit owner to use and enjoyment of any common property or facility.
 4. Responsibility: Responsibility for liability insurance, any applicable tax assessments and the maintenance of any common property or facilities to be placed in the association.
 5. Assessments: Assessments which require each property or unit owner to pay a pro rata share of the cost of any common expenses, with any assessment charged by the association becoming a lien where necessary on individual parcels. Safeguards against unreasonably high charges and provision to adjust assessments may be provided.
 6. Common Land/Facilities: The legal description of the common land and a description of common facilities.
 7. Enforcement: Persons or entities entitled to enforce the restrictions, responsibilities, and payment of assessments.
 8. A mechanism for resolving disputes among owners or association members.
 9. The conditions and timing of the transfer of ownership and control of land facilities to the association.

C. Covenants. The Gallatin County Commission may require covenants to be recorded with the final plat when it is determined they are necessary for the protection of the public health, safety and general welfare. All covenants shall be considered to run with the land. If the covenants are not marked or noted on the final subdivision plat, they shall be contained in a separate instrument which shall be recorded with the final plat. The covenants may be required to include, but are not limited to, the following provisions:

1. All structures shall be constructed in compliance with Montana State adopted codes for construction, including codes for Seismic Zones, and the National Fire Protection Association (NFPA) codes.
2. The control of noxious weeds by the property owners' association on those areas for which the association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (7-22-2101 through 7-22-2153 MCA) and the rules and regulations of the Gallatin County Weed Control District.

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

3. The property owners' association shall be responsible for the operation and maintenance of all interior subdivision roads.
4. The property owners' association shall be responsible for the operation and maintenance of parks, trails, common open space, and other common amenities within the subdivision.
5. 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.
6. That all fences bordering agricultural lands shall be maintained by the property owner in accordance with state law.

7. All structure addresses shall be assigned by the Gallatin County GIS Department.
8. All lots shall have only one driveway access. Each driveway access point must be at least seventy-five (75) feet from the nearest road intersection.
9. The artificial feeding of all big game wildlife shall be prohibited, including providing any food, garbage or other attractant.
10. All garbage shall be stored in animal-proof containers or be made unavailable to animals.
11. Owners acknowledge that wildlife damage to landscaping will occur. Owners shall accept that risk and shall not file claims against the Owners Association or any other governing body for such damages.
12. Pets shall be controlled by each homeowner, and not allowed to roam within the subdivision.
13. The taking of any wildlife species within the property is prohibited, except for catching fish.
14. 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.

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