

After Recording Return To:
Chris Johnson
Worden Thane, PC
321 W. Broadway, Ste. 300
Missoula, MT 59802

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ASPIRE SUBDIVISION, PHASE 1**

This Declaration is made this ____ day of _____, 2024, by Meadow Creek Group, LLC, a California limited liability company registered to conduct business in Montana, of 1500 Willow Pass Court, Concord, CA 94520 and RCS, LLC, a Montana limited liability company, of 418 Laura Louise Lane, Bozeman, MT 59718 (collectively Declarant herein), and provides as follows:

RECITALS

1. Declarant is the owner of certain real property located in Missoula County, Montana, which is described as follows:

Tract 7 and Tract 8 of Certificate of Survey No. 5298, located in the Northeast ¼ of Section 24, Township 13N., Range 19W. P.M.M., Missoula County, Montana; and

Tract 1, Tract 2. Tract 3 Tract 4 and Tract 5 of Certificate of Survey No. 6629, located in the Northeast ¼ of Section 24, Township 13N., Range 19W., P.M.M., and in the Northwest ¼ of Section 19, Township 13N., Range 18W., P.M.M., Missoula County, Montana; and

Tract A of Certificate of Survey No. 6338, located in the Northwest ¼ of Section 19, Township 13N., Range 18W., P.M.M., Missoula County, Montana.

Phase 1 of Aspire Subdivision is to be composed of 34 Lots, together with the streets, open space and park area, and common areas, if any, as shown on the recorded plat for Phase 1, and legally described as follows:

Lots 1 through 34, inclusive, of Aspire Subdivision, Phase 1, a platted subdivision in the City of Missoula, Missoula County, Montana, according to the official recorded plat thereof.

The covenants, conditions, restrictions, and easements identified herein will apply to subsequent phases of said plat, anticipated as being Aspire Subdivision Phases 2 through 6, as such phases are annexed into and under the provisions of this instrument; provided Declarant reserves the right to promulgate amended or additional covenants, conditions, restrictions, and easements for subsequent phases, as may be appropriate and desirable, or otherwise required for governmental approval of such phases. Phase 3 of Aspire Subdivision is anticipated to contain multi family dwellings and as such may have covenants, conditions, restrictions, and easements that differ materially from those of the remaining phases, which are anticipated to be single-family lots similar to Phase 1. Nothing herein precludes Declarant from developing phases in any particular order.

2. Declarant, its successors and assigns, intends to cause to be constructed upon the Lots which constitute the Real Property described in Section 1 of these Recitals 34 single family homes with each home located on a separate Lot.
3. Declarant wishes to place restrictions, covenants and conditions upon Real Property described in Section 1 of these Recitals for the use and benefit of the property, its future Owners and the Declarant.

DECLARATION

NOW THEREFORE, Declarant declares that all the Real Property described above shall be held, sold, hypothecated, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property.

1. **Definitions.** For the purposes of this Declaration, the following definitions shall apply.
 - a. **Declarant.** "Declarant" shall collectively mean Meadow Creek Group, LLC and RCS, LLC, or their successors and assigns. The conveyance by deed of a single Lot or parcel shall not be deemed a conveyance of any development or other rights retained by Declarant herein.
 - b. **Declaration.** "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of Aspire Subdivision, as may be amended from time to time, and made applicable to future phases.
 - c. **Home.** "Home" shall refer to a single family dwelling.

- d. *Lot.* “Lot” shall mean any of the lots as depicted upon the recorded subdivision plat of the Real Property or as will be shown upon the recorded subdivision plat of future phases of the Real Property with the exception of streets and open areas dedicated to the public and/or common areas or parks.
- e. *Owner.* “Owner” shall mean the record owner of a fee, or undivided fee, whether one or more persons or entities, of any Lot, including buyers under a contract for deed, but excluding any person or entity who has sold or is selling any Lot under a contract for deed and those having an interest merely as security for the performance of an obligation.
- f. *Real Property.* “Real Property” shall mean the Real Property as described in Section 1 of the Recitals, inclusive of successive phases of Aspire Subdivision..

2. **Maintenance.**

- a. *Maintenance Obligations.* It is anticipated that the parks and open space areas are to be dedicated to the City of Missoula, with that body being responsible for the maintenance of such areas and facilities; provided sidewalk maintenance shall be as specified below.
- b. *Ordinary Care.* Owners in carrying out their obligations as set out in this Section, shall use ordinary care in the fulfilling of such, and shall exercise such reasonable and ordinary care in conducting and meeting maintenance obligations.
- c. *Maintenance Occasioned through the Fault of an Owner.* In the event any maintenance, repairs or replacements are required as a result of any intentional or negligent act or omission of any Owner, or his or her guests or invitees, such Owner shall be individually responsible for the costs of such maintenance, repairs and replacement necessitated by such fault.
- d. *Owner Maintenance.*
 - i. Each Owner is responsible for the regular maintenance, repair and replacement of the exteriors of the Homes located on each Lot. Such exterior maintenance, repair and replacement shall include the maintenance of the siding, trim, windows, doors, roof, and exterior lighting, so as to present an attractive, well kept appearance of the exteriors, including but not necessarily limited to regular painting and staining of buildings and fences, and replacement of broken glass or fixtures.
 - ii. Each Owner is responsible for the installation, maintenance, repair and replacement of the landscaping and lawns located in the yard areas of each Lot, and such lawn and landscaping maintenance shall include the

landscaping in any boulevard areas, between sidewalks and street, that are adjacent to a Lot. Boulevard maintenance shall at minimum meet City of Missoula requirements as specified in Municipal Code. Lawns and landscaping shall be installed on each Lot within nine months of completion of the Home for occupancy. Maintenance, repair and replacement shall include planting, watering, fertilizing, weeding, mowing, trimming of the lawn and all trees, shrubs, and plants so as to present an attractive, well kept appearance of the yard and boulevard areas. Dead or dying trees and shrubs shall be promptly removed, and boulevard trees shall be replaced in such event. All landscaping shall have and continue a positive grade directing surface water away from the structure, and shall not interfere with designed drainage storage areas. Yard decorations and ornaments in excess of five feet in height are not permitted.

- iii. Each Owner is responsible for the maintenance, repair and replacement of the sidewalks and driveways located on or immediately adjacent to each Lot. Corner Lot Owners shall be responsible for sidewalks on each corner side. Such driveway and sidewalk maintenance, repair and replacement shall include cleaning and regular snow removal, so as to present an attractive, well kept appearance of the sidewalks and driveways and promote safety. Owners of Lots that are bisected by walkways leading to the waterfront park area (future Lots 38 and 39, and 46 and 68, and 78 and 79) shall be responsible for the maintenance and snow removal for the sidewalk that is parallel to the street, but not responsible for the walkway accesses themselves. The Owner of future Lot 182 shall be responsible for the maintenance and snow removal of the short portion of sidewalk that is just west of that Lot. The Owners of Lots 25 and 26, and future Lots 119 and 120 shall be responsible for the maintenance and snow removal for the walkway between those Lots. Each Owner is further responsible for the maintenance, repair and replacement of the structural components of the decks and patios and keeping the same in a clean and tidy condition and perform snow removal associated with such decks.

3. **Architectural Control.**

- a. *Architectural Control.* The Declarant, so long as Declarant owns a Lot in any particular phase, may exercise architectural review authority for improvements to those Lots, with such authority lapsing for individual phases when Declarant no longer owns a Lot in such phase. Improvements for purposes of such review include fences, decks, porches, and outbuildings or storage sheds.
- b. *Architectural Control Review.* Unless Declarant or an affiliated entity is constructing Lot improvements, the plans and specifications of all structures, fences, decks, porches, patios, and outbuildings or storage sheds to be erected upon any Lot,

including any modifications or alterations to the exteriors of structures, must first be approved by the Declarant, after submission of those plans and specifications as may be required by the Declarant. Declarant's architectural review shall include all designs for improvements and approval is required before construction may commence. Such review does not include exterior structure or fence color changes after initial construction.

c. Architectural Control Approval. Approval or disapproval following architectural control review shall be in writing. In the event the Declarant fails to act within sixty days after the proposed plans and specifications of any structure, improvement, or exterior modification, no specific approval shall be required for such structure, improvement, or exterior modification, and the Owner shall be deemed to have fully complied with all pertinent provisions of this Declaration. Provided, approval by means of lapsed review time period does not mean such structure, improvement, or exterior modification is exempt from the covenants in this instrument, and such pertinent covenants remain enforceable.

4. Easements.

- a. Maintenance Easement. The Owner of each Lot shall and does have a perpetual easement, and the same is hereby declared, created and granted, for maintenance, repair and replacement of his Lot and the Home and other improvements located upon it, over, across and upon the other Lots, but only as reasonably needed for such maintenance, repair and replacement.
- b. Temporary Water Storage. As may be illustrated on the plat of the Real Property, portions of the Real Property and specific Lots may be designated as areas for the collection of stormwater and are subject to an easement for temporary water storage from run off. Such storage may include or be designated for snow storage areas, including identification of snow storage areas on future phases.
- c. Utilities and Drainage Facilities. Easements for installation, maintenance, repair, and replacement of utilities and drainage facilities are reserved as shown on the recorded plat, and shall include any road, open space, or walkway dedicated to the public. Additionally, Declarant hereby declares, creates and grants a blanket easement across the Real Property for installation and maintenance of utilities and drainage facilities to the Owners subject to the Declarant's prior consent to location and configuration. The Declarant retains the right to grant such additional easements for installation and maintenance of utilities and drainage facilities as Declarant may deem necessary. No building of any kind shall be erected, placed, or permitted to remain on such easements.

5. General Restrictions and Covenants.

- a. *Alteration.* The Houses built and constructed on the Lots will have gone through review and approval pursuant to this Declaration. Therefore, to enhance and maintain these approved designs, no Owner shall make any change, modification, alteration or addition to the design of the dwelling's exterior without first obtaining the prior written consent pursuant to architectural control provisions herein. The Declarant, may promulgate a list of pre-approved exterior colors for initial construction.
- b. *Residential Use.* No Lot shall be used except for residential purposes. No store, office, business, commercial or manufacturing enterprise, hospice, commercial medical care, or other non-residential use of any kind, or anything of the nature thereof, shall be carried on or conducted on any Lot. Provided, an Owner or occupant of a Lot may engage in business activities of the nature of a home office, so long as such activities take place entirely within the Home located on the premises, so long as such use does not increase the flow of vehicular traffic on the Real Property, and so long as such use does not result in noise, disturbance, or in any way negatively impact the residential nature of the Real Property. No signage is allowed advertising such in-home office or business. Further provided, for a period of fifteen years from the date of this Declaration, the Declarant shall be permitted to maintain a sales office in either a model home or a specially constructed building, to be used to promote the development of the Real Property.
- c. *Design and Materials.* No building shall be erected, altered, placed, or permitted to remain on any Lot other than a single family Home, excepting the proposed Phase 3 multifamily lots. No trailer, mobile home, tent, yurt, or other temporary structure may be used on a Lot for habitation, provided this provision does not preclude the use of construction trailers for office and storage purposes. No Home may occupy more than one Lot, i.e. may not be located on the boundary of two Lots. No Home shall be located on any Lot so as to violate setbacks as required by the City of Missoula. All structures shall be constructed primarily on site of new materials and must use a concrete foundation. Trailers, trailer homes, and modular homes are not permitted. In no event shall any Home contain less than _____ square feet of ground floor living area. Living area is specifically defined for this Declaration to exclude garages, porches, decks and basements unless such basement is finished and fifteen percent of the wall space of such basement is daylight. Houses may not exceed two stories in height. All Homes shall have at least a one car attached garage, and all driveways shall be paved with concrete or asphalt. All Homes shall bear a house number of such size and location as to be clearly visible from the street, and in compliance with any fire district or city authority regulation as to the size and visibility of such house number. Roofing materials and defensible space landscaping shall comport with the Wildland/Urban Interface standards attached hereto as Exhibit _____.
- d. *Grade of Lawn.* All Homes shall be situated and have a finished lawn grade so as to

have positive drainage away from the building and to produce slopes that generally conform with the existing land form and support the drainage plan for the subdivision.

- e. *Fences.* Fencing shall be subject to architectural review and approval as provided for herein, provided the replacement of existing fencing with similar fencing (height and materials) does not require architectural review. Fencing may not exceed 5 feet in height, and may be of wood, vinyl, or chain link; provided that post and rail fencing may have chicken wire or panel wire between the lowest rail and the ground for pet containment, provided the lowest rail cannot exceed 18 inches in height. The back fencing for Lots that border the waterfront open space and walking trail must be of chain link, post and rail, or tubular post rail, and may not exceed 5 feet in height, with post and rail allowed to have wire fencing below the lowest rail, as specified above. The Declarant may promulgate additional fencing standards as part of architectural review. All fencing shall otherwise comply with the City of Missoula zoning and other ordinances, and shall be maintained in good condition by the Owners.
- f. *Outbuildings.* Only one outbuilding or storage shed is allowed on each Lot, not to exceed 10 x 12 feet, and shall match the style, color, and material of the Home.
- g. *Subdivision Prohibited.* No Lot shall be further subdivided, provided the proposed Phase 3 multifamily lots may be further subdivided either through further subdivision review and approval, or pursuant to the Montana Unit Ownership Act.
- h. *Utilities and Lighting.* All utility lines shall be underground. The Owner of each Lot shall pay all utility connecting costs and all utility costs for such Lot thereafter. All exterior lighting shall generally be directed down from the lighting fixture and not allowed to shine on any adjacent property. Exterior lighting shall otherwise comport with any City of Missoula standards.
- i. *Boundary Control Monuments.* The Declarant has caused survey monuments to be placed on the corners of each Lot. It shall be the responsibility of the Owner of each Lot to provide for immediate professional replacement of any survey monuments that are removed or become lost or obliterated from his Lot.
- j. *Air Standards, Burning of Trash.* There shall be no burning of yard refuse, leaves or trash. All Owners shall comply with paving and stove use regulations associated with the Missoula Air Stagnation Zone.
- k. *Animals and Pets.* No animals or fowl, domestic or wild, except for a maximum of two dogs; or two cats; or one dog and one cat, shall reside on any Lot. Such permitted animals shall remain within the Home of their Owner, and shall be permitted outdoors, only when leashed and under the control of their owner, or enclosed in a fenced yard. Such animals or pets are not allowed to remain outdoors

overnight. Other small domestic animals may be kept in terrariums or aquariums so long as such animals remain indoors at all times. All animals kept on any Lot shall be properly fed, watered, and sheltered from the elements in such a manner as shall be consistent with their good health. Each Owner or person responsible shall treat and care for such animals in a humane and merciful fashion, so that other persons in the area shall not be required to tolerate or condone inhumane treatment of the animals. Animal manure shall be immediately removed following its deposit upon the Real Property and properly disposed of, so as not to become obnoxious, offensive, or a nuisance. All carcasses of dead animals shall be removed immediately. No animals so kept may be commercially bred and no commercial sales of any animals shall be permitted.

- l. Leasing of Property. Any leasing of a Home shall be for residential purposes. Owners who lease to tenants shall be responsible for the tenant's compliance with the requirements of this Declaration.
- m. Antennas. No exterior television or radio antennas, or satellite or microwave dishes larger than one meter in diameter shall be placed or permitted to remain on any Lot.
- n. Vehicles and Parking. On-street parking is permitted pursuant to City of Missoula regulations and as may be posted. No motor homes, trailers, trucks one-ton or greater in size, campers, boats, boat trailers, ATVs on trailers, unlicensed ATVs, snowmobiles on or off trailers, recreational vehicles, or non-functioning vehicles shall be parked on any street or allowed to remain on any of the Lots unless contained within a garage; provided, recreational vehicles, trailered boats, campers and the like may be temporarily parked in the Owner's driveway while being prepared for use or following use. Temporary for this provision means no more than 48 hours. This provision is not intended to preclude street parking of construction, maintenance, delivery, moving, or other such service vehicles while they are being utilized in connection with services for the property. Declarant shall install appropriate signs addressing parking. No motorized vehicles shall be operated off the roadways or the driveways, except for vehicles engaged in construction or maintenance on the Real Property.
- o. Signs. No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Lot. However, exceptions shall be allowed for one small sign identifying the contractor of a building while such building is under construction, one small "For Rent" or "For Sale" sign per Lot or temporary small signs advertising a garage sale. Political signs may be placed on an Owner's Lot for a period not to exceed 60 days prior to the election to which such sign pertains. All permitted signs may not exceed 1,200 square inches. For a period of fifteen years from the date of this Declaration, the Declarant shall be permitted to place signs within the Real Property to promote its development, with no restrictions on such signage.

p. *Nuisances.* No noxious, offensive or illegal activity shall be carried on or permitted upon any of the Real Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The premises shall not be used in any way or for any purpose which may endanger the health or safety of, or unreasonably disturb the residents of any Lot. Nor shall activities on any Lot take place which would be in violation of any applicable statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Real Property or any building situated thereon, shall be committed by the Owner or any tenant or invitee of any Owner, and each Owner agrees to indemnify and hold harmless the other Owners from and against all loss resulting from any such damage or waste caused by him or his tenants or invitees. An outdoor barbecue shall not be considered a nuisance, provided smokers may not be operated in excess of 8 hours in a row. In addition, nothing shall be done within the Properties which might result in an increase in the premiums for insurance obtained for any portion of the Properties or which might cause cancellation of such insurance.

q. *Access and Roadways.* Except for Declarant, no Owner shall use part of any Lot to provide access to any adjacent land. Driveway locations shall be considered as part of architectural review. The pre-existing sanitary sewer easement that runs along the back of Lots 1 through 18 (and future Lots 103 through 113) and along the side of Lots 6, and includes a right of access for the benefit of the City of Missoula for purpose of maintenance. That maintenance access way runs along the side and back of Lot 6, and the back of Lots 7 through 18 (and future Lots 103 through 113). That sanitary sewer maintenance access way shall be kept open for use by maintenance vehicles at all times, and therefore those affected Lot Owners may not fence across such right of way, nor install improvements or landscaping that might block its use, nor may any structures be located on the portion of the sanitary sewer easement that runs through Lots 1 through 5. That maintenance access way may not be used by any Owner to access his or her Lot or to access other property or open space.

r. *Garbage.* No Lot shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied at least weekly by a local garbage collection firm or municipal garbage service provider. Any Owner leasing the Home on his or her Lot shall maintain and pay for garbage service, and may not assign responsibility for such service to the tenant. This provision does not prohibit temporary storage of gravel, topsoil or building materials on Lots if such items are to be used in further construction. On garbage (or recycling) collection days, containers may be placed in a location convenient for collection but not interfering with vehicle traffic, and may be set out the night before, provided containers may not be left out for over 24 hours. All garbage shall be stored in containers provided by the municipal or local garbage collection firm, or shall otherwise comply with such firm's container

standard. In any event, all garbage containers when placed for collection shall have tight fitting lids to preclude access by animals. Garbage containers shall otherwise be stored indoors or screened from view from the fronting street. Compost piles are prohibited.

- s. *Waiver of Right to Protest RID/SID.* Acceptance of a deed for a Lot within this subdivision shall constitute the assent of the Lot Owner to waive the right to protest a future SID/RSID. The waiver shall run with the land and shall be binding on the transferees, successors, and assigns of the owners of the land.
- t. *Irrigation.* The property either no longer has any irrigation rights to existing irrigation ditches adjacent to or in the vicinity of the property, or such rights are hereby reserved and retained to the Declarant for the use and benefit of land and landowners within the plat who may have a legal right to the water, and for the open spaces. The above reservation also includes any surface water rights that may exist in connection with the Property. Access to or disturbance of ditches, or the water within the ditches, by the Owners is prohibited. Portions of ditches may be placed underground and as located on the Plat. No landscaping shall be placed in a manner that might interfere with existing irrigation ditches. All Owners are on notice that access rights in favor of the owner(s) of the irrigation rights for maintenance and repair of the irrigation ditches may exist in conjunction with these features. Lots contained within the plat that are classified as irrigated land may be assessed for irrigation water delivery even though the water might not be deliverable to that particular Lot.
- u. *Weeds and Revegetation.* The real property is subject to a Revegetation Plan, attached hereto as Exhibit _____. Owners and the Association shall comply with the Missoula County Noxious Weed Management Plan and the Montana County Weed Control Act. All Owners are required to revegetate with beneficial species any areas of ground disturbance created by construction on or maintenance of these Lots at the first appropriate opportunity after disturbance occurs. Declarant shall be responsible for weed management on all undeveloped Lots until transferred to subsequent Owners.
- v. *Wildlife.* Homeowners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, livestock feed and other potential attractants. Homeowners must be aware of potential problems associated with the occasional presence of wildlife such as deer, black bear, mountain lion, coyote, fox, raccoon, skunk, squirrels and magpie. Please contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula MT 59804) for brochures that can help homeowners “live with wildlife.” Alternatively, see FWP’s web site at www.fwp.mt.gov.

The following covenants are designed to help minimize problems that homeowners could have with wildlife, as well as helping homeowners protect themselves, their property and the wildlife that Montanans value. The following covenants may not be changed or deleted without governing body approval.

- i. Homeowners must be aware of the potential for vegetation damage by wildlife, particularly from deer feeding on green lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Homeowners should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. Also, consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.
- ii. Gardens and fruit trees can attract wildlife such as deer and bears. Keep produce and fruit picked and off the ground, because ripe or rotting vegetable material can attract bears and skunks. To help keep wildlife such as deer out of gardens, fencing of such garden space should be 8 feet or taller. Netting over gardens can help deter birds from eating berries.
- iii. Garbage should be stored in secure animal-resistant containers or indoors to avoid attracting animals such as bears, raccoons, and other wildlife. If stored indoors, it is best not to set garbage cans out until the morning of garbage pickup; bring cans back indoors by the end of the day.
- iv. Do not feed wildlife or offer supplements (such as salt or mineral blocks), attractants, or bait for deer or other wildlife. Feeding wildlife results in unnatural concentrations of animals that could lead to overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (MCA §87-3-130) to purposely or knowingly attract ungulates (deer, elk, etc.) bears, mountain lions, or wild turkeys with supplemental food attractants (any food, garbage, or other attractant for game animals) or to provide supplemental feed attractants in a manner that results in “an artificial concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety.” Also, homeowners must be aware that deer might occasionally attract mountain lions to the area.
- v. Birdseed is an attractant to bears. If used, bird feeders should: 1) be suspended a minimum of 20 feet above ground level; 2) be at least 4 feet from any support poles or points; and 3) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.
- vi. Pets must be confined to the house, in a fenced yard, or in an outdoor kennel

area when not under the direct control of the owner, and not be allowed to roam as they can chase and kill big game and small birds and mammals. Under current state law it is illegal for dogs to chase hoofed game animals and the owner may also be held guilty (MCA §87-3-124). Keeping pets confined also helps protect them from predatory wildlife.

- vii. Pet food should be stored indoors, in closed sheds or in animal-resistant containers in order to avoid attracting wildlife such skunks and raccoons. When feeding pets do not leave food out overnight. Consider feeding pets indoors so that wild animals such as bear, skunk or magpie do not learn to associate food with your home.
- viii. Barbecue grills should be stored indoors. Keep all portions of the barbecues clean. Food spills and smells on and near the grill can attract bears and other wildlife.
- ix. Consider boundary fencing that is no higher than 3-1/2 feet (at the top rail or wire) and no lower than 18 inches (at the bottom rail or wire) in order to facilitate wildlife movement and help avoid animals such as deer becoming entangled in the fence or injuring themselves when trying to jump the fence. The use of split rail fences or other wildlife-friendly designs is encouraged.
- x. Compost piles can attract animals. Compost piles should be limited to grass, leaves, and garden clippings, and piles should be turned regularly. Adding lime can reduce smells and help decomposition. Do not add food scraps. (Kitchen scraps could be composted indoors in a worm box with minimum odor and the finished compost can later be added to garden soil.)

w. Riparian Resource Management Plan. ??

6. **Insurance.**

- a. Individual Property Insurance. The individual Home Owners will maintain individual insurance for their Lots and improvements thereon, provided such insurance insures the entirety of the improvements, inclusive of utilities, and the policies of each Owner is of an amount sufficient to provide for the full replacement cost of the improvements. Enforcement of this provision may include, at any time, requiring proof of insurance of any Owner. This provision for insurance, and the insurance coverage called for, may not be changed without the consent of two-thirds of all Owners. Owners are encouraged to insure their personal property against casualty loss. Additional or modified insurance provisions may be promulgated relative to multifamily portions of the subdivision.

- b. Insurance for Construction. All construction work performed on behalf of an Owner

shall be by contractors who are licensed and insured.

7. Damage or Destruction.

- a. Duty to Restore. Any portion of the a Lot or Home or other improvements located thereon that are damaged shall be repaired or replaced promptly by the Owner, unless repair or replacement would be illegal under a state statute or municipal ordinance. In the event an owner elects not to rebuild following total destruction of the improvements, that Owner shall nevertheless restore and repair the surface of the Lot to present a clean and tidy lot, and in no event shall an open basement be allowed to remain in such instance.
- b. Repair Plans. The Lots and Homes and other improvements located thereon must be repaired and restored in accordance with either (a) the original plans and specifications, updated as required to reflect applicable building codes, or (b) other plans and specifications which have been approved pursuant to architectural review.

8. General Provisions.

- a. *Duration.* The covenants, conditions, charges and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of each Owner and subsequent Owner, and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns, in perpetuity.
- b. *Enforcement.* The Declarant, so long as it owns a Lot within the Real Property, or owns a portion of the Real Property, or any Owner, shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by any Owner or the Declarant to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter.
- c. *Attorney's Fees.* Should any lawsuit or other legal proceeding be instituted against an Owner, who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.
- d. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- e. *Interpretation.* The provisions of this Declaration shall be liberally construed to

effectuate its purpose of creating a uniform plan for the development and operation of the Property. Each remedy provided for herein is cumulative and not exclusive. Any reference to the singular shall include the plural and any reference to the masculine shall include the feminine or neuter, and vice versa. This Declaration shall be construed and governed under the laws of the State of Montana.

- f. *Amendment.* The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration that it alone deems appropriate, for so long as Declarant owns two or more of the Lots subject to this Declaration. Declarant's right to amend this Declaration as to a particular phase shall pass following the sale of all Lots within that phase. After that time the right to amend shall pass to the Owners, who upon the written consent of two-thirds of the Owners may amend, modify, make additions to or deletions from this Declaration. No such modification or amendment shall be effective until a written instrument evidencing such modification or amendment, together with the necessary consents are executed and recorded upon the records of the Missoula County Clerk and Recorder. Separate consent by the appropriate governing body is required for changes, amendments, or deletions to provisions herein addressing house numbering, revegetation, riparian resources, wildlife, construction standards addressing stoves and energy efficiency, radon, and this provision on amendments.
- g. *Trust Deed and Mortgage Protection.* Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any deed of trust or mortgagee under any mortgage covering a Lot, made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such deed of trust or mortgage, such Lot shall remain subject to this Declaration, as amended.
- h. *Notices.* Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address of the address of the Owner's Lot, or to the taxpayer address information for any Lot as maintained in the Missoula County records.
- i. *Liability of Declarant.* The Declarant shall have no liability for any of its actions or failures to act hereunder, or for any action or failure to act of any Owner.
- j. *Construction Standards.* Builders should consider the use of energy efficient building techniques such as building orientation to the sun, appropriately sized eaves, wind breaks, extra insulation, passive solar lighting, solar heating, and ground source heat pumps for heating/cooling. Additionally, Missoula City-County Air Pollution Control Program regulations prohibit the installation of wood burning stoves or fireplaces. Pellet stoves that meet emission requirements or natural gas or propane

fireplaces may be installed. Pellet stoves require an installation permit from the Health Department.

k. *Radon Mitigation.* The Environmental Protection Agency has designated the Missoula County area as having a high radon potential (Zone 1). All residences should incorporate radon resistance construction features. Owners acknowledge and understand the potential health risk from radon concentrations, which are presently undetermined at this location.

9. Annexation of Additional Property.

- a. *By Declarant.* Declarant, at Declarant's sole discretion, may deem it desirable to annex additional real property or Phases to the Property covered by this Declaration. Additional real property may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Declarant, its successors or assigns, at any time, and from time to time, without the approval of any Owner. This right shall also include bringing in additional properties to the provision of services even though management or provision of such services may have been transferred to individual Owners. The use and development of such additional real property shall conform to all applicable land use regulations, as such regulations are modified by variances.
- b. *Rights and Obligations of Owners of Annexed Property.* Subject to the provisions hereof, upon recording of a Supplemental Declaration as to any additional real property, all provisions contained in this Declaration shall, to the extent practicable and allowed by law, apply to the additional real property in the same manner as if it were originally covered by this Declaration; provided Declarant may make such amendments to such Supplemental Declaration as Declarant may deem advisable and appropriate for the annexed development, and as may be necessary to meet governmental conditions for subsequent phases.
- c. *Method of Annexation.* The addition of additional real property to the Property authorized above shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the annexed property, which shall be executed by Declarant or the Owner thereof and which shall annex such property to the Property.

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the day and year first above written.

Meadow Creek Group, LLC

RCS, LLC

by: _____
its: _____

by: _____
its: _____

STATE OF MONTANA)
: ss.
County of Missoula)

This instrument was acknowledged before on the _____ day of _____, 2024,
by _____, as the _____ of Meadow Creek Group, LLC.

(seal)

Notary Public for the State of Montana

Printed Name: _____

Residing at: _____

My commission expires: _____ 20____

STATE OF MONTANA)
: ss.
County of Missoula)

This instrument was acknowledged before on the _____ day of _____, 2024,
by _____, as the _____ of RCS, LLC.

(seal)

Notary Public for the State of Montana

Printed Name:

Residing at:
