

TAB 5

Tab 5 - Proposed Covenants

- Proposed Covenants
 - Appendix A – City Standard Drawing, Visibility Sight Triangles for Driveways
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOW VIEW HOMES SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions of The Meadow View Homes Subdivision made this _____ day of _____, 2024, by Meadowview Partners, LLC, and provides as follows:

RECITALS

Meadowview Partners, LLC is the owner of certain real property located in Missoula County, Montana, which is filed as the Meadow View Subdivision, having the underlying legal descriptions as follows:

- 1) Tract 1, Certificate of Survey No. 4969 (27.39 ac.)
- 2) Deed Exhibit 1170 (aliquot 4.0 ac.)
- 3) Tract A, Certificate of Survey No. 6904 (.08 ac./3578 s.f.).
Total land area = 31.47 acres

Meadowview Partners, LLC, wishes to place restrictions, covenants and conditions upon the real property described above.

DECLARATION

NOW THEREFORE, Meadowview Partners, LLC declares that all the real property described above shall be held, sold, 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. **Association.** “Association” shall mean The Meadow View Homes Homeowner’s Association, Inc., its successors or assigns.
 - b. **Board of Directors or Board.** “Board of Directors” or “Board” shall mean the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association or appointed by Declarant as herein provided.
 - c. **Bylaws.** “Bylaws” shall mean the Bylaws adopted by the Association, which may be amended from time to time.
 - d. **Common Area.** “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Members and the general public as shown and dedicated upon the recorded plat map of the property subject to this Declaration. All Common Areas are dedicated as Public Pedestrian, Utility and Maintenance Easements.
 - e. **Declarant.** “Declarant” shall mean Meadowview Partners, LLC.

- f. **Declaration.** “Declaration” shall mean this document of Declaration of Covenants, Conditions and Restrictions of The Meadow View Homes Subdivision, as may be amended from time to time.
- g. **Lot.** A “Lot” shall mean any numbered plot of land as shown upon the official recorded plat map of the real property subject to this Declaration. The term “Lot” shall not include any parcel of land within the real property which constitutes a private park, open resource area, dedicated roadway or public or private easement or Common Area.
- h. **Owner and Member.** “Owner” and “Member” 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 and those having such interest merely as security for the performance of an obligation.
- i. **Real Property.** “Real Property” shall mean that certain Real Property as described in Paragraph 1 of the Recitals.

2. **Homeowners Association.**

- a. **Filing with Montana Secretary of State.** The Declarant shall prepare and file articles of incorporation with the Montana Secretary of State and cause that the Association to become duly incorporated as a Montana nonprofit corporation. The Declarant shall cause Bylaws of the Association to be consistent with the revisions as set forth in this Declaration to be prepared and executed and shall provide copies to all existing Lot Owners.
- b. **Declarant to Act as Association Until Lots Are Sold.** Until such time as Lots are sold by the Declarant, Declarant shall act as the Association. At such time as Lots are sold, Declarant, together with other Owners, shall act as the Association. It is Declarant’s intention that within six (6) months after Declarant sells the last Lot, the responsibility for maintaining, administering and enforcing the covenants, easements, conditions and restrictions set forth herein shall be assumed by The Dairy Homeowners Association, Inc., or its successor entity, if any.
- c. **Dissolution or Modifications.** City Council permission is required before the Association can be dissolved or restrictions modified.

3. **Membership & Voting Rights.**

- a. **Membership.** Every person or entity who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Acceptance of a deed, notice of purchasers’ interest or documentation evidencing an ownership interest in a Lot shall be deemed to be consent to membership in the Association. The recording of a deed or

other document evidencing an ownership interest shall be *prima facie* evidence of acceptance of that document by the receiver of the interest transferred.

- b. **Voting Rights.** The Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. However, for such time as the Declarant owns one or more Lots, the Declarant shall be entitled to five (5) votes per Lot the Declarant owns.
- c. **Meetings.** The Association shall meet at least annually at a date and place to be determined by the Association or at a time and place as may be requested by the Owners of the majority of the Lots. Reasonable time and notice of the meeting shall be given to Owners.

4. **Responsibilities and Authority of Association.**

- a. **Obligations of the Association.** The Association shall represent Owners and serve them in accordance with the provisions of the Declaration, and the purposes set forth in the articles of incorporation of the Association. These services may include maintenance of the properties, coordination with governmental agencies concerning the properties, and providing such other services and representation that are authorized in accordance with the provisions of this Declaration.
- b. **Insurance and Taxes.** The Association shall be responsible for providing reasonable liability insurance covering activities on the Common Areas, the payment of any taxes pertaining to the Common Areas and the payment for any maintenance of the Common Areas including the maintenance of any trails to, from, or within the Common Areas.
- c. **Membership Easement to Common Areas.** Every Member shall have the right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions pertaining to the Common Areas management:
 - i. The right of the Association to provide reasonable rules and restrictions on use of the Common Areas for the overall benefit of all Members (and the general public) who may visit and use the Common Areas.
 - ii. The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving its property and to mortgage any or all of the facilities constructed on the Common Areas for the purpose of improvements or repairs to Association land or facilities;
 - iii. The right of the Association to grant easements over and under any Common Areas.

- d. **Common Area Ownership, Management and Maintenance.** The Association shall own the Common Areas and all restrictions shall be perpetual. The Association shall be responsible for managing and maintaining all Common Areas and shall set up a regular maintenance program for all trees, shrubs and ground cover in or adjacent to Common Areas within rights-of-way. This may include irrigation, mowing, reseeding or revegetation of disturbed sites, fertilization of grass, and pruning, irrigation, and other needed maintenance for trees and shrubs at the proper time of year. The Association shall take such steps and actions as it shall deem appropriate to properly maintain and protect the Common Areas from environmental degradation. These steps and actions will not, however, preclude the use of designated areas within the Common Areas for utilities, both above and below ground, or for development of recreational grounds and structures for Members and the general public. All Common Areas are dedicated as Public Pedestrian, Utility and Maintenance Easements. The City of Missoula may drive upon and maintain any City facilities in Common Areas to include sewer, water and drainage lines, facilities, and the Tonkin Trail.
- e. **Rules and Regulations.** The Association, through its Board of Directors or committees thereof, shall be authorized to establish such rules and regulations as it deems appropriate for the reasonable management and maintenance of the Common Areas.
- f. **Other.** The Association may provide additional services as it sees fit. The Association may provide such services for all or a portion of the property within its jurisdiction or with which it may contract and levy assessments on such portions of its Members or others as derive benefits from services concerned.

5. **Assessments.**

- a. **Creation of Lien Assessments.** Each Owner shall pay the Association an annual assessment to be fixed, established and collected from time to time as herein provided. Each annual assessment, together with interest thereon and costs of collection, as hereinafter provided, shall be charged as a continuing lien upon the Lot against which the assessment is made. Each such assessment, together with interest and costs of collection, including reasonable attorneys' fees, shall be the obligation of the Owner of each Lot from the date such Lot was purchased.
- b. **Purposes of Assessments.** The assessments levied by the Association shall be used for the purposes of maintaining and improving the Common Areas to include grass, trees, shrubs and landscaping, maintenance of street lighting and drainage systems, snow removal along all sidewalks in accordance to MMC 12.16.030, maintenance of any Common Area facilities constructed by the Association, liability insurance, the administration and enforcement of the covenants and Bylaws of the Association and for any other purposes the Association requires. Assessments must be fixed at a uniform rate for all Lots.
- c. **Types of Assessments.** The assessments levied by the Board of Directors of the Association shall be utilized to provide funds consistent with the purposes of the Association and the purpose of the assessments as set forth in above. The assessments may include, but shall not be limited to, the following:

- i. **Annual Assessments:** An annual assessment for administration of the Association, including, but not limited to those purposes outlined in **5. b.)** above, and to provide funds for any other normal expenses and such other purposes as the Board of Directors may find necessary and consistent with the purposes of the Association. The Board of Directors shall set assessments and may change assessment amounts to meet changing needs as deemed necessary by and for the Association.
- ii. **Special Assessments:** The Association may levy in any year a special assessment for the purpose of defraying in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. However, no special assessment shall be levied which has not been approved by the affirmative vote of fifty one percent (51%) of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such special assessment. No special assessment shall be established to cover a period in excess of five (5) years.
- iii. **Emergency Assessments:** The Board of Directors is authorized to levy in any assessment year an emergency assessment, which shall not exceed four (4) times the amount of the annual assessment for that year. Emergency assessments require the approval of a simple majority (51%) of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such additional emergency assessment. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damage or a change of condition that must be remedied promptly to insure a safe and adequate continuation of the Association's facilities or services.
- iv. **Legal Reserve and Compliance Assessments:** In addition to the assessments herein provided, the Board of Directors may levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.

d. **Payment of Assessments.** The assessments provided for herein shall be computed on a yearly basis, commencing on the 1st day of January of each year and terminating on the 31st of December of the same year. Assessments shall be computed on a pro rata basis in consideration with the closing date of the property. The assessments for any year shall become due and payable monthly, quarterly, annually and/or in advance, at the discretion of the Board of Directors. The Board shall fix the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the Lots and assessments applicable to each, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

e. **Effect of Non-Payment of Assessment.** If the assessments are not paid by midnight on the date when due, then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien against the Lot, upon which the non-paid assessment was levied. Such lien shall run with the land. Such lien shall have a priority from the date the Association records proper notice of lien on the records of Missoula County, Montana. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the then Owner to pay any assessment of interest shall not be affected by any conveyance or transfer of title to said Lot. The Association may bring an action at law against the Owner obligated to pay the same, and there shall be added to the amount of such assessment their costs of collecting the same for foreclosing the lien thereof, including reasonable attorneys' fees.

6. **Architectural Control Committee.**

- a. **Appointment of Architectural Control Committee.** An Architectural Control Committee shall be appointed to carry out the duties as set out in this Declaration. The initial Architectural Control Committee shall be appointed by the Declarant or his/ her appointee, until such time as Declarant no longer holds an ownership interest in any Lot, or until such time as the Declarant otherwise chooses to terminate said temporary Architectural Control Committee. Thereafter, the Declarant, or the Board of Directors of the Association if it is solvent, shall appoint five persons to serve on the Committee consisting of two Directors and three additional Members of the Association. Decisions by the Architectural Control Committee to approve or deny requests shall require a simple majority of the voting members of the Committee.
- b. **Approval of Construction and Landscaping Plans.** No site clearing or preparation shall be commenced, no building or other structure or improvement of any kind shall be started, constructed, installed, erected or maintained on any Lot, nor shall any addition, renovation or remodeling thereto or change or alteration therein, nor landscaping planting be done until the complete plans and specifications for the same has been submitted to and approved in writing by the Architectural Control Committee. Said plans and specifications shall include but not be limited to the following: site clearance, the designs, dimensions, location and principal materials, colors and color schemes to be used, as well as full description of all fences, lighting, off-street parking, and all landscaping planned in connection with the construction. In the event the Architectural Control Committee fails to act or respond in writing to a request for an approval within thirty days of its complete submission, and if all required materials and payment of fee were submitted and acknowledged, no specific approval shall be required and the provisions requiring Architectural Control Committee approval shall be deemed met.
- c. **Fees for Approval.** The Architectural Control Committee reserves the right to require reasonable fees to be paid for the review and filing of the plans and specifications and the issuance of any approvals. Any undertaking that is approved under this section shall be concluded in strict accordance with the approved plans and specifications. Approvals may be based on engineering, architectural, legal or aesthetic grounds.

7. **General Restrictions and Covenants.** These restrictions and covenants are made for the purposes of creating and keeping the Real Property, insofar as is possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against an unnecessary interference with the natural beauty of the Real Property; all for the mutual benefit and protection of the Owners of Lots within the Real Property.

- a. **Residential Use.** All Lots shall be known and described as residential building lots and no business, trade, or commercial activity of any kind or description, to include vacation rentals, shall be conducted thereon, other than home occupations and home offices that do not create additional traffic or use signage, subject to all applicable zoning and other restrictions imposed by governmental entities.
- b. **Manufactured or Temporary Housing.** No structure of a temporary character shall be constructed, placed or used on any Lot at anytime as a residence or otherwise. No trailers, mobile homes or any manufactured homes may be placed upon any Lot.
- c. **Re-Subdivision.** No Lot designated on the plat may be further divided.
- d. **Signs.** No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on any Lot. However, exceptions are permitted as follows:
 - i. For one small (less than 8 square feet) "For Rent" sign or "For Sale" upon each Lot;
 - ii. For a period of ten (10) years from the date of this Declaration, the Declarant shall be permitted to place signs within the Real Property to promote its development.
 - iii. For signs pertaining to any political campaign or ballot issue, but only for a period of thirty (30) days prior to the election to which the sign pertains. The day after the election or voting date, the sign(s) shall be removed.
- e. **Noxious or Offensive Activity and Materials.** No noxious or offensive activity shall be carried on upon the Real Property, nor shall anything be done or stored thereon which constitutes annoyance or nuisance, as determined by the Board of Directors.
- f. **Easements and Setbacks.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Along the side and rear property lines of the lots are located Storm Water Drainage Easements. No building of any kind shall be erected, placed, or permitted to remain on such easements, except that a retaining wall may be constructed along the east boundaries of Lots 87-95 if warranted. Said easements for drainage must be constructed and properly graded during lot construction. Lot owners shall keep (and not modify) the grades as designed and shall keep the easements open and free of debris or any obstacle to the free movement of stormwater, aside from a chain link fence as described herein. A 5-foot Utility and Sidewalk Maintenance Easement is located along the fronts of all lots. Dry utilities must be placed in conduit. Building setbacks and other requirements shall follow the RT5.4 City of Missoula Zoning District.

- g. **Trash and Garbage.** No Real Property 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 on at least a weekly basis by a local garbage collection firm. All garbage shall be stored in containers of metal, plastic, or other suitable material, which have sufficiently tight-fitting covers to prevent the escape of noxious odors and to prevent spillage due to winds or animals. Bear resistant trash cans are highly recommended.
- h. All trash receptacles shall be kept indoors within garages only, except on garbage collection day, when they may be placed in a location convenient for pickup. House construction activities are exempt from this section although the construction site shall be kept as tidy as possible.
- i. **Vehicles.** No vehicles shall at any time be placed or parked so as to impede, obstruct or interfere with pedestrian or vehicular traffic along any street, sidewalk, trail or right-of-way within the Real Property. Trucks exceeding one ton capacity, semi-tractors, semi-trailers, mobile homes, equipment, unsightly vehicles, recreational vehicles such as motor homes, travel trailers, fifth-wheel trailers, pickup truck campers, boats, snowmobiles, or utility trailers are not permitted anywhere on the streets or Lots within the Real Property subject to this Declaration for more than forty-eight (48) hours. No vehicles other than City of Missoula or Association sanctioned maintenance vehicles may be placed or driven upon any Common Area.
- i. **Exterior Maintenance.** Each Owner of a Lot shall provide exterior maintenance upon such Lot and structure, to include painting and repairing of the structure; maintaining any lawn and ground to preclude weeds, underbrush, and other unsightly growths, and not permitting any refuse piles or other unsightly objects to accumulate or remain on the ground. Lot owners adjacent to Public Pedestrian Easements shall maintain the sidewalks and grass within the easement. Grass shall be the only ground cover in said easements. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes on structures that are harmonious with the surrounding areas and consistent with generally accepted concepts for desirable residential developments. House construction activities are exempt from this section, although the construction site shall be kept as tidy as possible.
- j. **Seeding and Planting.** Within six (6) months of the completion or occupancy of the primary structure erected on any Lot, whichever occurs first, the Owner of such Lot shall seed or sod, plant and landscape the entire Lot (exceptions for winter months.)
- k. **Fences.** Front yard fences are not allowed. Fences may not be located nearer the front street line than the main front foundation line of the dwelling on the Lot. No fence may be constructed other than a 4-foot high chain link fence. The purpose is to allow for the free movement of storm water within the Storm Water Drainage Easements located along property boundaries, to allow for views throughout the subdivision, for uniformity in style and maintenance, and to allow movement of deer and other wildlife without them becoming trapped in the yard. No fence or other structure shall encroach onto another lot or Common Area, nor shall any fence be placed on any Lot until after the plans and exact locations have been approved by the Architectural Control Committee.

- I. Storage Sheds/Playhouses.** Any storage sheds, playhouses and the like must be located in the back or side yards only (not beyond the main front foundation of the dwelling) and within setbacks per City of Missoula zoning regulations. Such structures must be constructed of new materials with design standards and color schemes similar to those of the dwelling to which they are appurtenant. Such sheds and playhouses shall not exceed 200 square feet in area and shall not exceed a height of ten feet from grade to the highest point of the structure. No such storage shed or playhouse shall be constructed or placed on any Lot until after the height, type, design, and location thereof shall have been approved by the Architectural Control Committee.
- m. Wood Burning Devices.** No wood burning devices of any type shall be permitted or used in any residential structure erected upon any Lot in the Real Property. This specifically includes, but is not limited to, fireplaces, wood burning stoves, pellet stoves, fireplace inserts, or similar devices.
- n. Mining.** No mining or mineral removal activity, including the removal of gravel or sand except for landscaping purposes shall be permitted on any Lot or roadway.
- o. Ingress and Egress.** Declarant retains the rights of ingress and egress to, upon, and from the Real Property for purposes of locating, installing, erecting, constructing, maintaining, expanding or using waterlines, drains, sewer lines, electric lines, telephone lines and other utilities.
- p. Weed Control.** The Owner of each Lot shall be responsible for the control of noxious weeds and vegetation on the entirety of such Owner's Lot. All lot areas shall be maintained in a reasonably weed-free condition. Further, Owners shall maintain their properties in compliance with the Montana Noxious Weed Control Act and the Missoula County Noxious Weed Management Plan. For more information, contact the Missoula County Noxious Weed District Supervisor at 2147 Ernest Avenue, Missoula, Montana 59801, phone (406) 829-0496. Owners shall revegetate any ground disturbance created by construction or maintenance with beneficial species at the first appropriate opportunity after construction or maintenance is completed. In the event an Owner fails to comply with this subsection, the Association may enter the Lot and provide for compliance at the expense of the Owner of the Lot concerned.
- q. Revegetation of Disturbed Sites.** Graded slopes must be planted with a vegetative ground cover. Landowners must replant areas of disturbance no later than the first growing season to prevent erosion and weed invasion, in consultation with the County Extension Office. Where site grading is necessary, topsoil must be salvaged or imported to redistribute on areas to be revegetated. Where drainage swales are used to divert surface waters, they must be vegetated or protected to minimize potential erosion.
- r. Comprehensive Subdivision Vegetation Management Plan.** This plan is intended to provide for the vegetative rehabilitation and weed control for all undeveloped and planned open space areas of the subdivision to include all Common Areas, but does not apply to sold lots. Once enough development has occurred within the subdivision to support the HOA, the HOA will assume responsibility for weed management in the developed Common Areas, as well as undeveloped open space that is free from future

disturbance. Management of all unsold lots and to-be-developed Common Areas will remain the responsibility of the owner/developer. The HOA will take over these management responsibilities at the time the HOA is solvent.

Once this transfer of management has taken place, a Vegetation Management Committee shall be established to continue implementation of the plan. The committee will be composed of members from the HOA and the developer/owner. This Vegetation Management Committee should meet with the Missoula County Weed District as required to implement, review and evaluate the activities undertaken for vegetation management and to ensure the best practices to meet the goals of the plan are being used. Implementation of the plan is the responsibility of the owner/developer, and can commence following the approval of the Missoula County Weed District.

- s. **Utilities, Wiring and Antennas.** All utility service lines shall be located underground. No exterior television or radio antennas longer than one meter or satellite dishes larger than one meter in diameter shall be placed or permitted to remain on any Lot. Any television or radio antennas, or satellite dishes, permitted under the preceding sentence, shall be located so as to be as inconspicuous as possible, at such location as approved by the Architectural Control Committee.
- t. **Domestic Animals.** There shall be no livestock whatsoever allowed upon the premises. No more than two dogs and two cats may be kept on each Lot. No dogs or cats shall be permitted to run at large. Any kennel must be located in the back yard area, out of sight from other Lots. No commercial breeding operation may be maintained on the premises. Dogs must be leashed or kept indoors or in an enclosed structure such as a fenced back or side yard when not under the direct supervision of its owner. Pet food shall be stored indoors.
- u. **Boulevard Tree Planting Plan** The Declarant is responsible for boulevard tree planting. A boulevard street tree planting plan shall be approved by Missoula Parks and Recreation prior to the filing of each subdivision phase. Street trees must meet standards found in the Missoula Parks and Recreation Design Manual and the approved street tree list, with a minimum of one tree per lot, and a linear spacing between 25 and 35 feet. Plantings must account for sight distance and visibility triangles for both driveways and streets per City of Missoula Public Works Manual Standard Drawing 711, City of Missoula Municipal Code 12.28.110 and Chapter 9.5, Intersection Sight Distance, of the AASHTO Policy on Geometric Design of Highways and Streets.
- v. **Lot Landscaping Plan and Sight Visibility Triangle.** The Lot Owner shall submit a landscaping plan for each individual lot for trees, shrubs and ground cover in conjunction with the overall site plan, to be reviewed and approved by the Architectural Control Committee as described in Paragraph 6. B. herein. Trees must be 2" caliper and ball and burlap. Tree species must be on the City of Missoula Approved Street Tree List and planted per the City's Tree Planting Standards. (These are found on the City Urban Forester website.) Plantings must account for yard slope distance between trees or from structures and property lines. Plantings must also account for sight distance and visibility triangles for both driveways and streets per City of Missoula Public Works Manual Standard Drawing 711, City of Missoula Municipal Code 12.28.110 and

Chapter 9.5, Intersection Sight Distance, of the AASHTO Policy on Geometric Design of Highways and Streets. See Appendix A to covenants, which is the aforementioned Standard Drawing 711.

w. **Wildlife**. Owners must understand this area is wildlife habitat, especially for white tailed deer. Other wildlife also inhabit the area. The Declarant hereby advises the Owners of the potential problems associated with the occasional presence of bears, mountain lions, deer and other wildlife. Owners may contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, Montana 59804, phone (406) 542- 5500) for brochures that can help homeowners “live with wildlife.” The following information, recommendations and covenants are designed to help minimize problems that Owners could have with wildlife, as well as helping Owners protect themselves, their property and the wildlife that Montanans value:

- i. There is the potential for vegetation damage by wildlife, particularly from deer feeding on lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Owners should be aware of this potential damage. They should be prepared to take the responsibility to plant non- palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. Owners should consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.
- ii. Owners shall not feed wildlife or offer supplements (such as salt blocks) or bait for deer or other wildlife. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. Owners should be aware that deer could occasionally attract mountain lions to the area.
- iii. Pets should not be allowed to roam as they can chase and kill big game and small birds and mammals. When dogs are outside, they should be on a leash or under the immediate control of the owner. When not under the immediate control of the owner, dogs should be kept in an enclosed structure.
- iv. Garbage shall be stored in secure animal-proof containers or indoors to avoid attracting animals such as bears, raccoons, skunks, dogs, etc.
- v. Pet food shall be stored indoors in animal-proof containers in order to avoid attracting wildlife such as bears, mountain lions, skunks, raccoons, etc.
- vi. When feeding pets, do not leave food out overnight. Consider feeding pets indoors so that wild animals do not learn to associate food with your home.
- vii. Barbecue grills should be stored indoors. Food spills and smells on the grill, lid, etc. can attract bears and other wildlife.
- viii. Fencing (around the exterior boundaries of lots) that is no higher than 3 ½ feet (at the top rail or wire) and no lower than 18 inches (at the bottom rail or wire) could facilitate wildlife movement and help avoid animals such as deer becoming entangled in or injuring themselves when trying to jump the fence.

- ix. Gardens can attract wildlife. Keep the produce picked because rotting vegetable material can attract bears and skunks. Netting over gardens can help deter birds from eating berries.
- x. Fruit trees or orchards can attract wildlife such as deer and bears. Keep ripe fruit picked and do not allow rotten fruit to collect under trees.
- xi. Compost piles can attract skunks and bears.

x. **Radon.** The United States Environmental Protection Agency has designated Missoula County as having a high radon potential (Zone 1). It is recommended that all residences located on Lots should incorporate passive radon mitigation systems into the designs.

y. **Address Signs.** Numbers for addressing housing units shall be affixed near the front entry way of each home. Address signs shall be a minimum of five (5) inches in height and the color of the sign shall contrast to the color of the building so that the address sign is clearly visible from the street.

z. **Roofing and Siding Materials.** To lower fire hazard potential, roofing material shall be Class A fire rated. Building siding should also be of non-combustible material.

aa. **No Parking.** There are sections of the streets where parking is not allowed, to include where the road is narrowed and parking is allowed only on one side, in front of the mailbox cluster (except to pick up mail), and in the designated emergency and public use turnarounds (or on the curb radii) off Princess Lane. Vehicles parked in driveways shall not hang over the sidewalk nor in any way obstruct pedestrian use of the walkway.

bb. **Energy Efficiency:** The Health Department recommends that builders consider using energy efficient building techniques such as building orientation to the sun, appropriately sized eaves, wind breaks, extra insulation, passive solar lighting, solar heating, photovoltaic cells, and ground source heat pumps for heating/cooling. Ground source heat pumps and other types of heat exchangers are usually more efficient, and so create less pollution, than other systems for heating and cooling. Increased energy efficiency reduces air pollution, reduces the need for people to use cheaper heating methods that pollute more and helps protect the consumer from energy price changes.”

cc. **Pressure Regulating Valves-** The City of Missoula Public Works Department advises that all properties that will experience water pressure greater than 80 Pounds per Square Inch (PSI) shall have a pressure regulating valve installed.

dd. **Geotechnical Investigation Prior to Construction-** The Geotechnical Report for the subdivision advises that, due to variable soils characteristics and possible perched groundwater zones, a geotechnical evaluation be completed for each building site and that french drains, sumps and certain construction techniques may be necessary in some locations. Therefore, each building site (or short row of sites, if construction is to take place simultaneously), shall have a geotechnical evaluation completed to determine any measures needed to mitigate potential effects of the soils and perched groundwater (if present).

ee. Animals and Pets- No more than two dogs and two cats may be kept upon any lot, nor shall any livestock or other type of animal be kept on the lot. Animals kept wholly indoors in an aquarium, terrarium or bird cage are not subject to this limitation. No dogs or cats shall be permitted to run at large. Dogs shall be kept within a fence on the lot or otherwise leashed. Any kennel must be located in the back yard area and is subject to review by the Architectural Control Committee. Pet waste shall be regularly cleaned up and disposed to so as not to become a nuisance or source of odors. Pet waste shall be immediately cleaned up when off the Lot. Dog barking shall not become a nuisance or regular occurrence, and unless kept in a kennel and out of the elements and cold, no such animal shall be kept outside overnight.

8. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of 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.

9. Enforcement. The Association, any Owner or the Declarant 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 the Association, any Owner or by the Declarant, to enforce any such provisions shall in no event be deemed a waiver of the right to so do thereafter.

10. 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.

11. 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.

12. Amendment. The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration (that are permissible by the City to amend) which they alone deem appropriate, for so long as Declarant owns one or more of the Lots subjects to this Declaration. After that time, or after the Association is solvent, the right to amend shall pass to the Owners, who upon the written consent of 66% of the Owners, may amend, modify, and make additions to or deletions from this Declaration. No covenants or sections thereof relating to parking, weed control, radon, driveways (paving and turnarounds) address signs, or Living with Wildlife may be changed without governing body approval. Notwithstanding the foregoing, any covenant, condition or restriction which is included herein which was also required as a condition of 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 procedure set forth above, together with a consent of the governing body.

13. **Recordation of Amendment.** No 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.

14. **Liability of Declarant.** The Declarant shall have no liability for any of its actions or failures to act, or for any action or failure to act of any Owner of any Lot.

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration of Covenants, Conditions and Restrictions for The Meadow View Homes Subdivision on the day and year first above written.

Meadowview Partners, LLC

By: _____
Dave Swisher, Member

STATE OF MONTANA)
: ss.
County of Missoula)

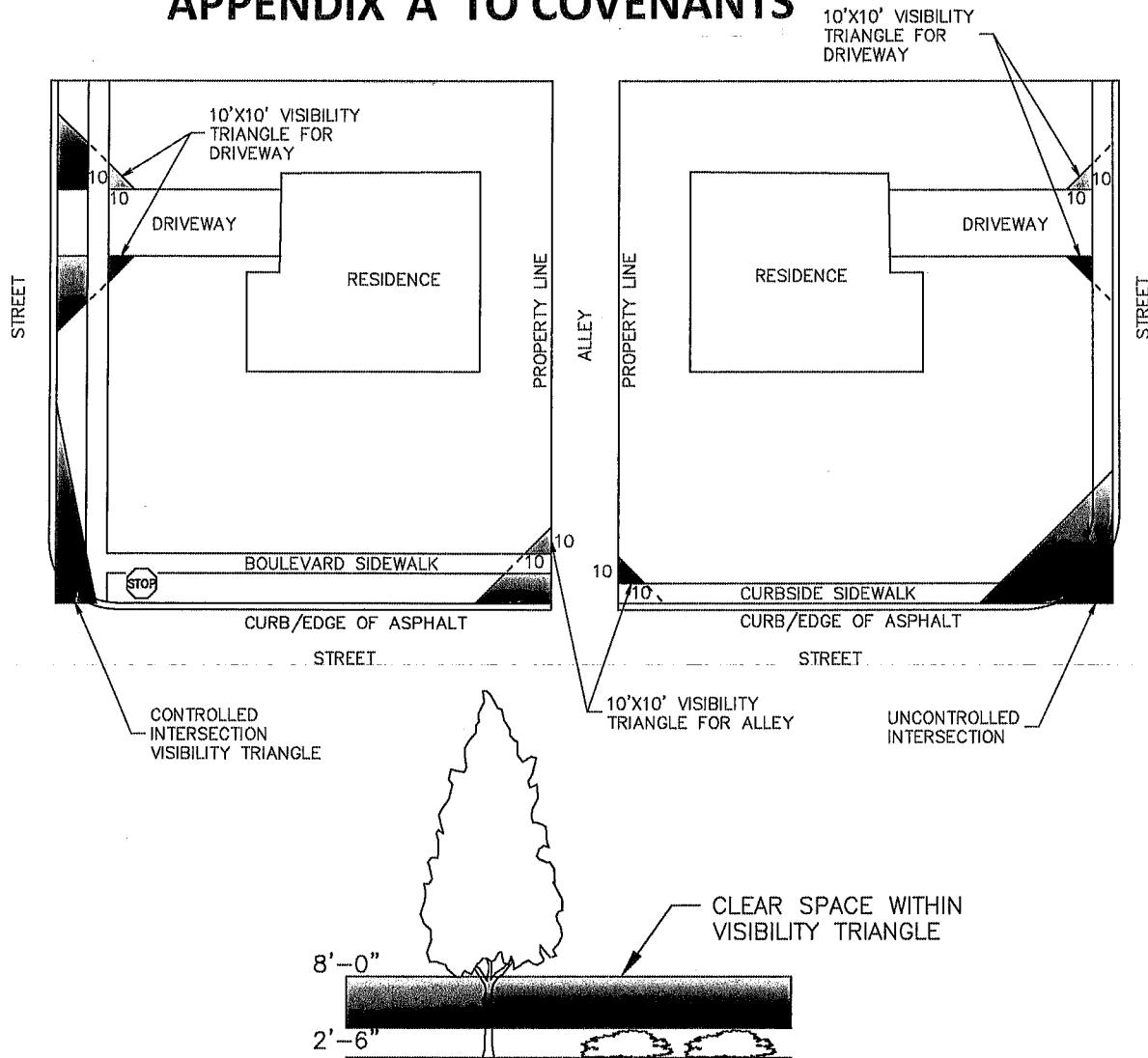
This instrument was acknowledged before me on the day of , 2024, by
Dave Swisher, as Member of Meadowview Partners, LLC.

Printed Name:

(Notarial Seal)

NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at: _____
My Commission expires: _____

APPENDIX 'A' TO COVENANTS



GENERAL NOTES:

1. SIGHT VISIBILITY SHALL BE BASED ON CHAPTER 9.5 IN THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS.
2. PRIVATE SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES AND VEGETATION OVER 2' 6" IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE VISIBILITY TRIANGLE.
 - A. FENCE THAT DOES NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY (SUCH AS CHAIN LINK) MAY BE ALLOWED WITH CITY ENGINEER APPROVAL.
3. TREES ARE PERMITTED WITHIN THE VISIBILITY TRIANGLE PROVIDED:
 - A. NO LIMBS, LEAVES OR OTHER FOLIAGE BELOW 8' ARE PERMITTED.
 - B. TREES ARE PLANTED SO AS NOT TO OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

ROUNDABOUTS

1. SHALL FOLLOW CURRENT AASHTO RECOMMENDATIONS
2. BE APPROVED BY THE CITY ENGINEER
 - 2.1. SUBMIT DRAWINGS TO THE CITY ENGINEERING DEPARTMENT FOR EACH ROUNDABOUT DESIGN.



Engineering Division

Visibility Obstructions

Approved By
City Engineer
Kevin J. Slovarp

Adopted: 06/01/1987
Revised: 01/01/2023

STD - 711



APPENDIX 'B' TO COVENANTS

Chris@missoulaeduplace.org

Office: (406) 258-4218

FAX: (406) 258-3916

REVEGETATION PLAN FOR DISTURBED SITES

Subdivision/Project Name: Meadow View Homes

Location/Legal Descriptions: Tr 1, COS 4969, DE 1170, Tr A, COS 6904

Number of Acres, Lots or Linear Feet of Disturbance: 104 Lots on 31.47 acres

Type(s) of Disturbance: Regrading of about 80% of land for subdivision development

A. Disturbed Area Revegetation Plan:

1. Site Preparation – topsoil management, seed bed preparation, or similar efforts

At the time of site disturbance, stockpile and windrow topsoil. Minimize exposure of porous soil to prevent erosion. Place/ cover topsoil over exposed gravels if any. Pack all topsoil into a firm seed bed.

2. Seed Species and Seeding Rates (lb./PLS/acre)

Luna Pubescent Wheatgrass at 20 lbs per acre.

3. Seeding method – drilling, hydro-seed, broadcast, or other

Broadcast and roll into a firm seedbed.

4. Time of seeding

Between October 15 and April 15

5. Fertilization (lb./acre)

None recommended.

6. Weed Control Method(s) and Timing

Annual weeds to be controlled with appropriate herbicides on disturbed sites to prevent weed seed production prior to grass seeding. Monitor disturbed areas for one year after disturbance to determine whether weeds become present, and if so treat again with appropriate herbicide



MISSOULA COUNTY WEED DISTRICT
2825 SANTA FE COURT
MISSOULA, MT 59808-1685

Chris@missoulaeduplace.org
Office: (406) 258-4218
FAX: (406) 258-3916

B. Landowner or Responsible Party:

Name: Dave Swisher Telephone: (541) 788-8971
Address: 250 NW Franklin Ave

City: Bend State: OR Zip Code: 97703

DocuSigned by:

Dave Swisher

2027D446B1EC48E

Signature or Landowner/Responsible Party

3-14-2023

Date

This signed plan constitutes a binding agreement between Missoula County and the responsible person or agency.

Comments and approval/disapproval from Missoula County Weed Control District:

Approved: _____ Date: _____

Submit this form to:

Chris – Weed Prevention Coordinator
Missoula County Weed District
2825 Santa Fe Court
Missoula, MT 59808
Email: Chris@missoulaeduplace.org Fax: 406-258-3916 Phone: 406-258-4218