

After Recording Return To:
Chris Johnson
Worden Thane, P.C.
321 West Broadway, Suite 300
Missoula, MT 59802

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR B & M ZOO SUBDIVISION, PHASE I**

This Declaration is made this 12 day of NOVEMBER, 2019, by B & M Zoo, L.L.C., a Montana limited liability company, 729 West Central Ave., Missoula, MT 59801, and Watson's Children's Shelter, Inc., a Montana nonprofit corporation, and provides as follows:

RECITALS

A. B & M Zoo, L.L.C. ("Declarant" herein) and Watson's Children's Shelter, Inc., are the owners of certain real property located in the County of Missoula, State of Montana, which is more particularly described as follows:

Tract B-1 of the Amended Plat of Packwest, Tracts A-1 & B-1, a platted subdivision in Missoula County, Montana, according to the official recorded plat thereof.

Said property is being further subdivided and will be identified as being:

Lots 1 through 11, inclusive, of B & M Zoo Subdivision, Phase I, a platted subdivision in Missoula County, Montana, according to the official recorded plat thereof. The "Real Property" herein.

Said property included in the Tract B-1 parcel will be further developed as Phase II of B & M Subdivision, anticipated to be future lots 12 through 19.

Said plat also includes such common areas as are shown and depicted on the plat of B & M Zoo Subdivision.

B. The Declarant wishes to place restrictions, covenants and conditions upon the Real Property for the use and benefit of the Real Property, the Declarant, and the future owners of the Real Property.

C. THEREFORE, the Declarant hereby declares that all of the Real Property 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 as a desirable residential development. These restrictions, covenants, conditions and easements shall run with the Real Property and shall be binding upon all parties having or acquiring any right, title or interest in the Real Property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the Owners thereof, whether or not this Declaration is identified in any subsequent grant of the Real Property.

ARTICLE I: DEFINITIONS

1. Association. "Association" shall mean and refer to B & M Zoo Subdivision Homeowners' Association, Inc., to be incorporated by the Declarant as a Montana non-profit corporation, as set forth below.

2. Common Area. "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the Owners. Common Area may be established from time to time by Declarant on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Common Area may include easement and/or license rights.

3. Declarant. "Declarant" shall mean and refer to B & M Zoo, L.L.C. and its successors and assigns if such successors or assigns should acquire a majority of the undeveloped Lots from the Declarant for the purpose of development. Throughout this Declaration certain rights and privileges may be reserved to the Declarant and not to all Owners.

4. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

5. Lot. "Lot" shall mean and refer to any plot of land designated as a Lot upon the recorded plat map of the Real Property or as will be shown upon the recorded plat map of future phases of the Real Property subject to this Declaration, inclusive of private roadways shown as easements across the Lots. In the event real property other than a Lot, as shown on the recorded plat map, is utilized as a building site, as hereinafter authorized, such building site shall be considered a Lot.

6. Member. "Member" shall mean and refer to every person or entity who is a Member of the Association as described below.

7. Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of any Lot which is a part of the Real Property, including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

8. Real Property. "Real Property" shall mean and refer to that certain Real Property as described in the Recitals above, and such other Real Property as is now or may hereafter be brought within the jurisdiction of the Association, and made subject to this Declaration.

ARTICLE II: MEMBERSHIP & VOTING RIGHTS

1. Membership. Every person or entity who is a record Owner of any Lot, including buyers under a contract for deed, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership, except Declarant shall be considered as a Lot owner for purposes of Association membership, and shall therefore be a Member of the Association, so long as the Declarant owns one or more Lots or has pending development of a future phase. The Association, if it acquires an interest in a Lot which would otherwise qualify it for membership, shall not be considered a Member either for voting or assessment purposes.

2. Voting Rights. The Members of the Association shall be entitled to one vote for each Lot in which they hold the interest which qualifies for membership, except for so long as the Declarant is the owner of one or more Lots, Declarant shall be entitled to ten (10) votes for each Lot it holds the interest which qualifies for membership. When more than one person or entity owns an interest in any Lot which qualifies for membership, the vote for such Lot shall be exercised as such persons or entities determine, but in no event may more than one vote per Lot be cast, except as previously stated for Declarant. The Declarant's entitlement to votes shall apply to all Lots identified on the recorded plat map of the Property, including subsequent phases, once annexed.

3. Consent to Membership. Acceptance of a deed, notice of purchaser's 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.

ARTICLE III: HOMEOWNERS' ASSOCIATION

The Declarant, after execution of this Declaration but before the sale of any Lots, shall incorporate, in the State of Montana, a non-profit corporation. If available, the name of the non-profit corporation shall be B & M Zoo Subdivision Homeowners Association, Inc. If this name is unavailable, the name shall be as determined by Declarant. This non-profit corporation shall be incorporated for the purposes of exercising the powers as described in this Declaration.

The Association shall also be responsible for the operation, maintenance, and management of the Common Area or Areas, including the repair and replacement of all improvements and common amenities within any portion of a Common Area. The Association shall be responsible for the maintenance of sewer and water systems serving the Lots within the plat, as provided for herein. The Association shall be responsible for the maintenance of private roadways within the plat, as provided for herein, until such time as such responsibility for maintenance may be accepted by Missoula County or other governmental body. The Association shall further be responsible for the maintenance of any drainage or stormwater catch basin and related facilities not located within the public rights-of-way or on particular Lots.

The Association, by and through its Board of Directors, shall have the power to convey any Common Area to any governmental entity or political subdivision. The Board on behalf of the Association shall also have the power to receive a conveyance of any property interest from the above-referenced political entities, or any other individual or entity, and to hold such property interest as Common Area.

ARTICLE IV: ASSESSMENTS

1. Creation of Lien and Personal Obligation. Each Owner hereby covenants and agrees to pay to the Association assessments, all such assessments to be fixed, established and collected from time to time as hereinafter provided. Unless otherwise specified, any reference to assessments shall refer to both general and special assessments. These assessments, together with interest and costs of collection as herein provided, shall be a charge on the land and shall constitute a lien upon the Lot against which such assessment is made. Such lien shall be deemed perfected upon filing with the County Clerk and Recorder of Missoula County an account of the assessments due together with a correct description of the Lot to be charged with such lien and shall continue until all unpaid assessments, interest and costs of collection shall have been fully paid. (The priority of such lien shall be determined as of the time of filing with the Clerk and Recorder, and it shall be deemed subordinate to all previously recorded or filed interests.) Each such assessment, together with interest and costs of collection as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when such assessment became due. Delinquent personal obligations shall not pass to successors in title unless expressly assumed by them, but this shall in no way limit the effect of any lien created herein, which shall run with the land. The Association may establish rules and regulations concerning collection of assessments and other obligations and perfecting of liens. Each Owner, by accepting a deed to his Lot designates any one of the officers of the Association or its duly appointed manager as agent with full irrevocable power and right to record a notice of said lien in favor of the Association; a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Montana for foreclosure construction liens as contained in Montana Title 71, chapter 3, part 5, as now exists or may be hereinafter amended; and such lien shall be subject and subordinate to and shall not affect the right of a holder of any recorded first mortgage placed on the Lot in good faith and for value

2. General Assessments. The general assessments levied by the Association shall be used for such purposes as are deemed desirable by the Association, including, but not limited to:

expenditures for operation, maintenance, repair or replacement of any fire suppression system; expenditures for operation, maintenance, repair or replacement of common or shared drainfields and sewer lines; expenditures for operation, maintenance, repair or replacement of common or shared water sources and water lines; operation, maintenance, repair, or replacement of any road or roadway that is not dedicated to and accepted by county or municipal government; the operation, maintenance, repair or replacement of any other common amenity serving the needs of the homeowners; administrative costs and professional fees of the Association incurred in its day to day activities; and, any costs or expenses, including attorneys fees, incurred in enforcing the conditions, restrictions or charges set forth in this Declaration.

3. Special Assessments. The Association, in addition to the general assessments described above, may levy special assessments for expenses not coming within the scope of the preceding sections.

4. Commencement of Assessments. The Association is authorized to commence assessments as herein authorized at such time as it determines appropriate. Notwithstanding the above, and not as a limitation of the Association's above authority, it is anticipated that assessments will generally commence upon the construction of residences and improvements to the Lots. The Association may assess a one-time, per-lot sewer assessment at the time an individual Lot connects to a common or shared sewer line. Written notice of assessments shall be sent to every Owner, and it shall be the obligation of each Owner to provide the Association with a mailing address. Absent provision of such mailing address by the Owner, the Association may use and rely on taxpayer address from county tax rolls or records. The due dates for assessments shall be established by the Association. If Assessments are not paid by such due date then interest shall begin to accrue on them at a rate as determined by the Association.

5. Certificate of Payment. The Secretary of the Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. In addition, the Secretary of the Association shall maintain a roster of the Lots and the assessments due thereon.

6. Nonpayment of Assessments. Any assessments or installment payments on assessments which are not paid when due shall be delinquent. Following written notice of delinquency, the Association may bring an action at law to collect the amount of the delinquent assessment together with all interest, costs, and reasonable attorney's fees incurred in such action, or may take action to perfect and foreclose the lien for assessments.

7. Property Subject to Assessment. All Lots shall be subject to assessments by the Association as herein provided, except those Lots or common areas acquired by the Association which shall not be subject to assessment, for so long as the Association maintains ownership of such Lots or common areas.

ARTICLE V: PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of the Real Property. They shall constitute a covenant running with the land for each Lot, parcel or common area within the Real Property. Specific exemptions are made throughout the following for the existing building on Lot 1, to be owned by Watson's Children's Shelter, Inc. following recording of the plat.

1. Land Use and Building Type. No Lot (excepting Lot 1) shall be used other than for residential purposes. No business, trade, or manufacture, as further defined in section 3 of this Article V, shall be conducted on any Lot. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and an attached private garage as more specifically described in this section. No building or structure shall be built, modified or altered, upon any Lot until the plans and specifications of the proposed building or structure, including any modifications or alterations thereto, have been approved by the Architectural Control Committee. No mobile or manufactured home may be placed or installed on any Lot.

The building or structure which is to serve as the main dwelling house on a Lot shall not contain less than 1,600 square feet of finished living area on the main level. Two story buildings shall contain a minimum of 2,200 square feet of finished living area. Living area is specifically defined for this Declaration to exclude garages, porches, decks, walkways or breezeways, and basements whether finished or not. Building size requirements shall not apply to Lot 1.

Each new home shall have interior residential fire sprinklers that meet International Fire Code, NFPA 1 and NFPA 13D standards for the purpose of fire protection. Plans for installation of interior fire sprinklers shall be approved by the Missoula Rural Fire District prior to building permit approval. Fire sprinkler installations shall be inspected and approved by the Missoula Rural Fire District for residential construction. Failure to install interior fire sprinklers in any new home may subject the entire subdivision to the cost of installation of a shared water source for firefighting purposes. This covenant may be enforced by Missoula County and may not be amended or deleted without governing body approval.

The height of the main dwelling shall be not greater than 35 feet from ground level to top of the roof line as measured along the front of the building or structure facing the street, subject to applicable zoning guidelines, which may be more restrictive. Construction on the Lots may also be subject to Hillside Design Standards, as may be contained in applicable zoning ordinance, and to grading, drainage and erosion control standards, as may be established or adopted by Missoula County. It is the intent of the Declarant that the Real Property be developed in such a manner so as to reasonably maximize the views from all parts of the Real Property and to minimize the visual impact of improvements.

No log homes or other log buildings or structures are permitted. Any steps or stairs on the front exterior of any building or structure shall be constructed of concrete, stone, brick or other material approved by the Architectural Control Committee as set forth herein. No wood steps shall

be permitted on the front of any building or structure. Masonry is required for the front of each building or structure, consisting of decorative concrete, stone, brick or other material approved by the Architectural Control Committee. The amount of such masonry for an individual structure shall be a criteria for such design review. All buildings or structures shall be painted in earth tone colors. All color and painting schemes shall be subject to the approval of the Architectural Control Committee. All buildings or structures shall be constructed of new materials and must utilize a concrete foundation. However, suitable used material such as bricks or beams may be utilized provided that advance approval has been obtained from the Architectural Control Committee as herein provided. No old buildings or structures, whether intended for the use in whole or in part as the main dwelling house or as a garage or other building or structure shall be moved upon any Lot. No mobile homes, either double or single wide, or other manufactured or modular homes constructed primarily away from the Lot on which they would be situated, shall be permitted.

2. Outbuildings. Notwithstanding the foregoing, after completion of construction of the main dwelling house one outbuilding, no larger than 800 square feet in size and matching the main dwelling house in color, material, design and aesthetic quality, may be constructed on each Lot. No outbuilding may be constructed on any Lot without prior approval of the Architectural Control Committee, as set forth in this Article. No metal buildings or outbuilding may be constructed or erected on any Lot.

3. Commercial Usage Prohibited. Except as is otherwise permitted by this paragraph, and excepting Lot 1, no store, office, business, manufacture, commercial enterprise, hospital, sanitarium, rest home, theater, or saloon of any kind, or anything of the nature thereof, shall be carried on or conducted on any Lot. For a period of fifteen (15) 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 utilized to promote the development of the Real Property. Home occupations are allowed so long as all activity comprising such home occupation takes place within the dwelling house; has no effect on the traffic traveling into and out of the neighborhood, which comprises the Real Property; and has no perceptible affect on the noise, smell, and aesthetics of the Real Property. All home occupations are also subject to all applicable zoning and other restrictions imposed by the City or County of Missoula, the State of Montana, or any other applicable governmental agency.

4. Architectural Control Committee. As long as any portion of the Real Property shall remain in the ownership of Declarant (inclusive of subsequent phases), Declarant shall constitute and be the sole member of the Architectural Control Committee and shall provide the functions and services set forth herein. The decisions of the Declarant, acting as the Architectural Control Committee, shall be made in its sole and absolute discretion, without regard or consideration of the desires, opinions or input of any owner or purchaser of any portion of the Real Property or any Lot, or the Association. However, the decisions of the Declarant must be consistent with and in conformity with the terms, conditions and other provisions set forth herein, i.e., the Declaration. Declarant may further, in the exercise of architectural control, promulgate written guidelines in the manner provided for below. Notwithstanding the above, Declarant reserves the right to transfer

authority to a duly constituted Architectural Control Committee of the Association at any time prior to the sale or transfer of the last Lot owned by Declarant.

At such time as no portion of the Real Property belongs to Declarant, or pursuant to a voluntary transfer of authority, the Association may establish a committee, consisting of three persons, known as the Architectural Control Committee, to serve the functions as described in this Article. The Association Directors shall appoint the members of the Architectural Control Committee by majority vote. At least one (1) Director shall serve on the Committee. In the absence of a Committee, the Board of Directors may take on the functions of the Architectural Control Committee. After election or appointment, the Architectural Control Committee may establish written criteria specifically for the Real Property, which criteria shall advance the purposes of, and not be contrary to, the provisions of this Declaration. The criteria by which the Architectural Control Committee will review any proposed plans for the construction of improvements, or modifications, on any Lot shall be made available to the purchaser of any unimproved Lot. It is the obligation of the Owner of any Lot to obtain current versions of the criteria prior to preparation of plans or specifications for construction of improvements and prior to submission of materials for review by the Architectural Control Committee. The Architectural Control Committee will evaluate proposed plans for construction of improvements based upon the most recent criteria for review as may be in effect as of the time the plans are submitted for review and is not obligated to use the criteria in effect at the time the Lot was purchased. While the review criteria must be reasonably designed to enhance and protect the nature of the Properties in the area, purchasers of Lots need to be aware that the Architectural Control Committee may from time to time adopt more stringent criteria than what existed at the time a Lot was purchased. The Architectural Control Committee may require payment of fees for its review of proposed plans, and for processing complaints or protests alleging violation of these covenants as to matters within the jurisdiction of the Architectural Control Committee. The fees as set by the Architectural Control Committee shall be in an amount sufficient to reasonably compensate the Architectural Control Committee for its administrative costs and expenses likely to be incurred in connection with its activities. The Architectural Control Committee may require payment of the fee in advance as a condition of making its review or determination. Unless waived by the Architectural Control Committee, failure to pay any fee required for Architectural Control Committee review or action shall be interpreted as if the matter was not presented for review and no action of the Architectural Control Committee is required.

5. Architectural Control Committee Approval. Approval or disapproval by the Architectural Control Committee shall be in writing. In the event the Architectural Control Committee fails to act within thirty (30) days after the proposed plans and specifications of any building or structure, along with the necessary fees, are submitted, no specific approval shall be required for such building or structure and the pertinent provisions of this Declaration shall be deemed to have been complied with in full. This section shall not be effective so long as Declarant owns any portion of the Real Property or any Lot for re-sale.

6. Building Site and Driveways. No Lot shall have more than one dwelling house located upon it. No Lot shall be further subdivided. However, the Architectural Control Committee is authorized to approve exceptions to this paragraph and permit a Lot to be divided, or the

boundaries of Lots to be amended, or a building or structure to be built on portions of two or more Lots, when in its discretion, such action is considered to be in the best interests of the Owners of the Real Property. Building locations shall not interfere with any stormwater detention facility located on a Lot, and the same shall be the maintenance responsibility of the Lot Owner. The Architectural Control Committee shall not have the authority to waive any setback, any prohibition of building activity in a designated flood plain area, or any other restriction on building site that may show on the face of the plat, inclusive of any designated No Build/No Disturbance Zone.

The No Build/No Disturbance Zone prohibits all buildings, structures, fences, parking, roads, motorized vehicle access (except for routine maintenance activities), storage, containment of domestic animals, or any other development. It shall also prohibit any mining, cutting, burning, or removal of live or dead vegetation (except as needed for wildfire prevention, noxious weed control, or conservation management), filling with substances such as gravel, soil, slash, or other debris, the use of pesticides, herbicides, or fertilizers, or the planting of non-native vegetation such as lawn grasses. This zone shall not preclude installation or maintenance of utilities and associated facilities within designated easement areas.

All driveways on Lots shall be paved with concrete. The use of paving blocks or permeable surfaces may be permitted upon Architectural Control review and approval, and provided such alternate paving is professionally installed.

7. Setback Lines. Setbacks shall be in accord with applicable zoning regulations or as may be shown on the face of the plat.

8. Temporary Structures. No building or structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence, temporarily or permanently, nor shall any building be occupied for residential purposes until it is completely finished in accordance with the plans furnished to the Architectural Control Committee.

9. Fences. A fence will be permitted to provide privacy or safety for a play area, patio, pool or rear yard but shall not be constructed closer to a street line than the front building line of the dwelling on the Lot. No fence shall exceed five (5) feet in height. Such fence may be constructed of metal, cedar or redwood, and vinyl, but chain link fences are not allowed other than for permitted kennels. No fence shall be constructed of any solid material or in a closed board design in a manner so as to restrict the view through the yard, except that any fence running parallel to the sides of the main dwelling on the Lot may be constructed of a solid material or closed board design for no greater than thirty (30) feet beginning from the rear building line of the main dwelling on the Lot. No fence or comparable structure shall be constructed or placed on any Lot until after height, color, type, design and approximate location thereof shall have been approved by the Architectural Control Committee.

10. Grade of Lawn. All dwellings shall be situated and have a finished lawn grade so as to have positive drainage away from the building. The Architectural Control Committee shall act in an advisory capacity for such matters.

11. Seeding and Planting. When any building or structure shall be erected in any Lot, the Owner of such Lot shall, within forty-five (45) days, weather permitting, seed and plant the lawn. All yards must be professionally designed and constructed in compliance with such design, and such design should include efforts to minimize water use for landscaping. Landscaping must be completed within eighteen (18) months of initial occupancy of the Lot's main dwelling house. No lawn or landscaped area may include an irrigated area greater than 5,687 square feet per Lot.

12. Exterior Maintenance, Landscaping. Each Owner of a Lot shall provide exterior maintenance upon such Lot and buildings or structures, if any, to include painting and repairing the buildings or structures and maintaining the lawn and grounds to preclude weeds and underbrush. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are both consistent with this Declaration and harmonious with the surrounding area and consistent with generally accepted concepts for desirable residential developments.

No landscaping materials, building materials, trailers, boats, rafts, vehicles, equipment, or riding lawn mowers may be stored on any lot unless in an enclosed garage or outbuilding; Provided that landscaping and building materials may be kept outside temporarily, while such landscaping or building is in progress.

13. Utilities. All utility lines shall be underground. The Owner of each Lot shall pay all utility connecting costs.

14. Easements. Easements for access, ingress and egress, installation and maintenance of utilities and drainage facilities, inclusive of any drainage catch basins, are reserved as shown on the recorded plat. Easements as identified on the plat or as identified herein shall be for the benefit of any specific benefitted party or owner, and also for the benefit of any party charged with maintenance of such easement, utility, or facility, or that party's agents or contractors. Additional separately recorded easements may exist on Lots 7 and 8 relative to the water system wells and related facilities located on those Lots, and access to said wells is via said easement and not directly from Highway 93. No building of any kind shall be erected, placed, or permitted to remain on such easements, and landscaping in any area designated as a stormwater or drainage catch basin shall be appropriate to such use and not otherwise interfere with such area's use as a stormwater catch basin.

15. 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/her Lot.

16. 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 on at least a weekly basis by a local garbage collection firm, and all Owners shall contract for such regular garbage collection service. 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. If stored outdoors, garbage must be in secure, bear-resistant containers to avoid attracting wildlife and should be screened from view. (Homeowners are advised to contact Montana Fish, Wildlife, and Parks for information on obtaining or building bear-resistant trash containers or structures.) Otherwise, all garbage receptacles shall be stored indoors or in garages. On garbage collection days, garbage receptacles may be placed in a location convenient for collection, but must be brought back indoors or to their screened storage location by the end of the day. Such containers must also have a sufficient tight fitting lid to deter the escape of noxious odors, and deter entrance by animals while placed outside for collection. Compost piles are prohibited.

17. Animals and Pets. No animals or fowl, domestic or wild, except for two (2) dogs and two (2) cats shall be permitted on any Lot. Other small domestic animals may be kept so long as such animals remain indoors at all times. Permitted dogs or cats shall be kept within the Lot of their Owner unless leashed or under the immediate control of their Owner. Such animals shall not be permitted to become a nuisance or annoyance to the neighborhood nor to wildlife. 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, and shall not be left outside overnight. Wild animals are inhabitants of the area. Pet food should be kept indoors or within kennel areas only. 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. All animals kept on these properties must be kept within a properly fenced enclosure except when accompanied by their owner. Dogs shall be kept in rear yards or in kennels in rear yards only and shall be kept in a humane manner and not chained up. Animal manure shall be removed from the premises or otherwise disposed of periodically so as not to become obnoxious, offensive, or a nuisance to surrounding residents. All carcasses of dead animals shall be removed immediately. No commercial sales or breeding of any animals shall be permitted. Violations of these requirements regarding animals shall be considered a breach of these protective and restrictive covenants, giving rise to such remedies as are allowed by law for the breach of any covenants contained herein.

18. Antennas. No exterior television antenna, radio antenna, or satellite dish over one meter in diameter, free standing flag poles or other communication poles or towers shall be placed or permitted to remain on any Lot.

19. Vehicles and Parking. There shall be no assembling, repairing or disassembling of vehicles in the street or upon any Lot, unless conducted indoors. Washing of vehicles is encouraged to be done on the lawn rather than on the street or driveway. Washing vehicles on the lawn allows the beneficial use of the water to irrigate the lawn and allows the sod to filter out potentially harmful dirt and pollutants. This preserves the life of the drainage sumps and works to protect groundwater from potential pollution. No mobile homes, trailers, trucks exceeding one (1) ton capacity, unsightly vehicles, or vehicles without current licensing shall be parked or allowed to remain on any of the Lots or the adjoining streets or driveways unless stored in a garage or permitted outbuilding. These

provisions are not intended to preclude the entry of construction, maintenance, delivery, moving, or other such service vehicles while they are being utilized in connection with services on or for the Lot.

No vehicles may be parked on the street for more than 24 hours, and in general all vehicles owned by the homeowners should be parked off the street. In no event may vehicles may be parked on a street during snow removal periods, when snow plows may be active.

20. 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 under construction, one small "For Rent" or "For Sale" sign per Lot, or temporary small signs advertising a garage sale. For the purposes of this Declaration, small is defined to mean no larger than two feet by three feet in size. Political signs comporting with the size requirement herein are allowed for a time period 60 days prior to the election to which said political sign pertains. Such political signs must be removed immediately following such election. For a period of fifteen (15) years from the date of this Declaration, the Declarant shall be permitted to place signs within the Real Property to promote its development. This provision shall not apply to signs of the Declarant.

21. Nuisances. No noxious or offensive activity shall be carried on or permitted upon any of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way or for any purpose which may endanger the health or safety of or which would be in violation of any 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 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 invitees. An outdoor barbecue shall not be considered a nuisance.

22. Wood Burning Devices. No wood burning devices of any type shall be permitted or used in any residential building or 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. High efficiency pellet stoves may be allowed as permitted by Missoula County Public Works.

23. Damaged Property. Any dwelling damaged by fire or other casualty must be removed from the premises or repairs commenced within one hundred twenty (120) days unless an extension of time for such removal or repair is granted by the Architectural Control Committee. Any damaged dwelling not so removed or repaired may be removed at the Owner's expense and the Architectural Control Committee may pursue any and all legal and equitable remedies to enforce compliance and to recover any expenses incurred in connection herewith. All Owners shall maintain hazard insurance on their Lot and the improvements thereon, insuring full replacement value of all such improvements.

24. Sanitary Restrictions. The Owners of every Lot shall comply with all laws and regulations relating to water supply, sanitation, sewage, disposal, and air pollution. Additional restrictions exist pursuant to separate recorded well isolation zone covenants, applicable to Lots 7, 8, and 9. Lots 5, 6, 7, 8, 9, and 10 shall at Owner's expense install and maintain E/One systems in conjunction with installation of sewer service lines serving those lots. Such systems include grinder pumps and assistance pressurization of service lines. It is strongly recommended that in conjunction with installation of E/One systems Owners also have installed a sentry advisor, which can notify Owners if the unit is not operating correctly. It is also strongly recommended that start of up the unit be completed by a factory authorized dealer.

25. Planting. The Real Property includes habitat for deer and smaller mammals and birds. There is potential for vegetation damage by deer to lawns, gardens, flowers and ornamental shrubs located on or near the home sites. Owners should be aware of the potential problems that can occur and take responsibility to protect their vegetation or plant non-palatable vegetation. Homeowners should maintain as much native vegetation as possible to provide habitat for ground nesting birds.

26. Weed Control. The owner of each Lot is responsible to maintain such Owner's Lot in compliance with the Montana's County Noxious Weed Control Act and the Missoula County Noxious Weed Management Plan. Owners are encouraged to contact the Missoula County Weed Control Board for more information on methods on control. Owners shall revegetate any ground disturbance created by construction or maintenance with beneficial species at the first appropriate opportunity after construction or maintenance is complete. Owners shall further be required to comply with any Revegetation Plan promulgated as a condition of the final plat. This provision may not be amended or deleted without governing body approval.

27. Radon Mitigation. The EPA has designated the Missoula area as having a high radon gas potential (Zone 1). Therefore, the Missoula City-County Health Department recommends that all new residences incorporate radon resistant construction features.

28. House Numbers. Consistent with the standards of the Missoula Rural Fire District, each dwelling shall have house numbers which are clearly visible from the street in all lighting conditions. House numbers should be at least four inches in height.

29. Irrigation. The Property either no longer has any irrigation rights to the existing irrigation ditches adjacent to or crossing the property, and as shown on the Plat, or the same is hereby reserved and granted to the Homeowners Association for the use and benefit of land and landowners within the plat who have a legal right to the water, and for the benefit of common areas. The above reservation also includes any surface water rights that may exist in connection with the Property. Access to or disturbance of the ditches, or the water within the ditches, by the Owners is prohibited. No landscaping shall be placed in a manner that might interfere with these irrigation ditches or is contrary to any landscaping plan referenced herein. 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. Excepting those Lots which contain within their boundaries or immediately adjacent an irrigation ditch or ditches, Lots contained within the plat that may be

classified as irrigated land may be assessed for irrigation water delivery even though the water might not be deliverable to that particular Lot. This provision may not be amended or deleted without governing body approval.

30. Living with 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, elk, moose, bear, mountain lion, coyote, fox, skunk and raccoon. 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 the Education portion of 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.

- a. There is high potential for vegetation damage by wildlife, particularly from deer feeding on green lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Homeowners must 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. Homeowners should consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.
- b. Gardens, fruit trees or orchards can attract wildlife such as bear and deer. Fruit bearing trees and shrubs are strongly discouraged in this subdivision because they can regularly attract bears in the fall. Keep produce and fruit picked and off the ground, because ripe or rotting fruit or vegetable material can attract bears, skunks and other wildlife. To help keep wildlife such as deer out of gardens, fences should be 8 feet or taller. Netting over gardens can help deter birds from eating berries.
- c. Do not feed wildlife or offer supplements (such as salt 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 provide supplemental feed attractants if it results in a “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.
- d. Garbage must be stored in secure, bear-resistant containers or indoors to avoid attracting animals such as bears, raccoons, and dogs. If stored indoors, do not set

garbage cans out until the morning of garbage pickup, and bring cans back indoors by the end of the day. (Contact FWP for information on obtaining or building bear-resistant trash containers or structures.)

- e. 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. And in turn, keeping pets confined helps protect them from being preyed upon by wildlife. Under current state law it is illegal for dogs to chase hooved game animals and the owner may also be held guilty (MCA 87-3-124).
- f. Pet food must be stored indoors, in enclosed sheds or in animal-resistant containers in order to avoid attracting wildlife such bear, mountain lion, skunk, raccoon, etc. 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.
- g. Barbecue grills should be stored indoors. Keep all portions of the barbecues clean. Food spills and smells on the grill, lid, etc. can attract bears and other wildlife.
- h. Consider boundary fencing (except as otherwise provided for herein) 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.
- i. Bird feeders attract bears, and are strongly discouraged annually from April 1st through the end of November. If used, bird feeders must: a) be suspended a minimum of 20 feet above ground level, b) be at least 4 feet from any support poles or points, and c) 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.
- j. Compost piles can attract skunks and bears and are prohibited unless kept indoors.
- k. Purchasers of lots within this subdivision must recognize that the subdivision is located near the Bitterroot River and its associated natural sloughs, where lawful waterfowl hunting and the associated discharge of shotguns could occur from early morning until sunset, during hunting season, which can run from September into January.

31. Agricultural Operations. Owners are notice that agricultural operations may exist adjacent to or in the vicinity of the plat. Such operations may produce exposure to odors, dust and noise, exposure to hazards such as irrigation ditches, ponds, fencing, and livestock protection methods, and the use of agricultural chemicals and farm equipment. Owners should be aware of

impacts on such agricultural operations, including, but not limited to trespass on adjacent agricultural properties, failure to keep pets contained on an Owners Lot, and traffic impacts.

ARTICLE VI: RIGHTS IN COMMON AREAS

1. Use of Common Area. Every Owner, excepting Lot 1, shall have a right to use the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

The right of the Association or Declarant, as it may hold or control such Common Areas, to levy and increase Assessments for the maintenance of Common Areas;

The right of the Association or Declarant to promulgate rules relative to the use of the Common Areas by Association Members and their tenants, guests, and invitees, or the general public, in particular to promulgate rules designed to protect septic and sewer systems located on Common Areas.

The right of the Association or Declarant to suspend the voting rights and rights to use of, or interest in, the Common Area (but not including access to private roads and paths within the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association Rules; and

The right of the Association or the Declarant to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by this Declaration.

The right of the Association or the Declarant, to create easements and construct improvements on all Common Areas, including but not limited to providing utility and private drainfield or drainfield access, private streets, crossings, walkways, trails and other recreational improvements deemed desirable by the Association and/or Declarant.

The right of the Association or the Declarant to regulate and restrict development and improvements contained in common areas, common drainfields, irrigation easements, in identified flood hazard zones, and areas of riparian resources, if any. No buildings, structures, driveways or motorized travel shall be allowed on drainfields located in the common areas, as shown on the plat.

2. Designation of Common Area. Declarant shall designate and reserve Common Area in this Declaration, inclusive of those portions that show on the plat of B & M Zoo Subdivision, and Declarant shall have authority to add to such Common Area through Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

3. Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Special Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VII: ANNEXATION OF ADDITIONAL PHASE(S)

1. 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 or the Association. This right shall also include bringing in additional properties to the provision of services by existing water and sewer systems, even though management of such systems may have been transferred to the Association. The use and development of such additional real property shall conform to all applicable land use regulations, as such regulations are modified by variances.

2. By the Association. In addition to the provisions concerning annexations by Declarant specified in Section 1 above, additional real property may be annexed to the Property, subject to the same conditions by the Association upon the exercise by Members of at least seventy five percent (75%) of the votes of the Association.

3. 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.

4. 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. This shall be in addition to the recording of the plat for such annexed property or additional phase of plat.

ARTICLE VIII: SERVICES PROVIDED BY ASSOCIATION

1. Common Areas and Roads. The Association shall mow, water or otherwise maintain the Common Areas (as identified in the plat of B & M Zoo Subdivision, Phase 1 and as subsequently identified or amended in recorded plats of future phases) as is reasonably necessary. It is anticipated that all Common Areas will be maintained without irrigation, and shall be maintained according to any revegetation plan, noxious weed plan, or landscaping plan included with this Declaration. Boulevard landscaping shall also be designed to not include irrigation, and shall be the maintenance obligation of the Association.

The Association shall be responsible for the year-round maintenance of all private roads within the subdivision subject to the jurisdiction of this Declaration, and shall assess Owners for such maintenance on a pro-rata basis, based on the number of houses built in the subdivision. Such maintenance shall include necessary repairs to road surfaces, regular snow removal, sanding, and de-icing, and dust mitigation. All road maintenance shall be performed in a good and workmanlike manner, keeping and maintaining the roads in good condition, suitable for use by a residential subdivision. Road maintenance shall be performed by Declarant, until such time a sufficient number of Lots are sold and improved to allow assessment revenue as may be necessary to regularly maintain the private roads, at which time Declarant shall transfer to the Association responsibility of regular maintenance of the roads. Such transfer of maintenance and payment/assessment obligations shall be by written notice by Declarant to the Association. Neither Missoula County nor other public agency is responsible for maintenance of the private roads until such time as the private roads are designed and constructed to the then existing public road standards and are accepted by the County as dedicated public roads. The Association shall maintain and manage any common amenities located on the common areas, inclusive of any common area buildings or improvements, and inclusive of any common or shared utilities, and excepting such facilities and common utilities that may be under the authority of any water or sewer district that may be established.

2. Water and Sanitary Sewer.

a. Each Lot shall be served by sanitary sewer service. Declarant shall be responsible for the initial construction of the sewer or effluent mains, the service line check and shutoff valve(s) at the property line of each Lot, the service line running between the sewer main and these valves, and any off-lot lift or pump station that may be required to move effluent. Each Owner shall be responsible for the installation of such sewer assistance systems as identified in Section V.24., and the construction of other sewer facilities located on a Lot. Each Owner shall install, use, operate, maintain and repair the sewer facilities for which the Owner is responsible in a good and workmanlike manner such that it causes no harm or injury to other property or the overall system, and will be in compliance with all pertinent ordinances, rules and regulations contained herein or properly promulgated by a governmental entity. The Association may provide written notice to all Owners, as such information becomes known to the Association, of any needed maintenance that is necessary and proper to the Owner's septic and sewer system for which the Owner is responsible, and upon such notice Owners shall promptly perform or have performed such maintenance. Owners are on notice that the sewer and septic system serving the plat is shared with the adjacent Tract A-1 of the Amended Plat of Packwest, Tracts A-1 & B-1, and is used by Lot 1, which Owner shall be assessed on a separate basis from the single family lots within the plat, acknowledging its use level of the sanitary sewer system.

b. On completion, and subject to DEQ requirements and approvals, the main or common sewer lines and drainfield system shall be regularly maintained and operated by Declarant, until such time a sufficient number of Lots are sold and improved to allow assessment revenue as may be necessary to maintain the system, at which time Declarant shall transfer to the Association responsibility of regular maintenance and operation of the system. Such transfer of

maintenance and payment/assessment obligations shall be by written notice by Declarant to the Association. Determination of the sufficiency of number of assessment-paying Lots shall be at the discretion of the Declarant. Notwithstanding the foregoing as the default mechanism for system maintenance, it is anticipated that maintenance of the system will be managed by the Owner of said Tract A-1 of Amended Plat of Packwest, Tracts A-1 & B-1, pursuant to separate written agreement. Such agreement will replace notice of transfer of regular maintenance from Declarant to Association but not that of payment/assessment transfer. Such separate agreement will identify the relative use of the septic and sewer system as a percentage use per user and corresponding assessment amount for all users, with all the Lots within the plat given a single set percentage of use (later divided by the Association for individual Lot assessments). The Declarant, and then the Association following transfer of responsibility, will be responsible for making appropriate payment to the Tract A-1 Owner for all Lot assessments for sewer. Nothing herein shall preclude transfer of such sewer system to any sewer and water district that may be established.

c. Each Lot shall be served by a water system owned and operated initially by the Declarant. Lot 1 will not be served by such system nor assessed for water system expenses, and the restrictions herein do not apply to Lot 1. The subdivision shall be limited to overall water usage of less than 10 acre-feet per year. Declarant shall be responsible for the initial construction of the water mains, curb stops or shutoff valves located near the Lot line, and service lines between mains and curb stops. As such system does not include water storage sufficient for fire suppression purposes, each house constructed on a Lot shall be served by and include a sprinkler system meeting applicable fire code as specified in Section V.1. Each Lot Owner shall be responsible for the installation of all remaining water system elements located on a Lot, inclusive of any pressure reducing valve desired or required. Each Owner shall also install a water meter for individual water services, of a design or model and type to be determined by the Declarant or the Association. Each Owner shall install, use, operate, maintain and repair the water provision facilities for which the Owner is responsible in a good and workmanlike manner such that it causes no harm or injury to other property or the overall system, and will be in compliance with all pertinent ordinances, rules and regulations contained herein or properly promulgated by a governmental entity. Water efficient faucets and facilities should be used on all new construction. Lawn and garden irrigation is limited to May 1st through September 30th of each year, is limited to every other day, with even addressed Lots watering on even calendar days, and odd addressed Lots watering on odd calendar days, and is limited to the hours of 10 p.m. and 5 a.m. (for purposes of odd/even days, this irrigation time period shall be deemed to be wholly on the day starting at midnight.

Should it come to the attention of the Declarant or the Association, in the course of managing the water system, that a particular property served has leaks or lines in need of repair or maintenance, and such repair or maintenance is the responsibility of the homeowner, Declarant or the Association may give written notice to the Owner of such needed repair. Upon such notice, the Owner shall conduct such repair or maintenance as is necessary to keep the water lines and related facilities in good operating condition, curing the noted leak or problem, and such repair or maintenance shall be completed in a reasonable time, given the scope of the noted

problem and seasonal or other factors. If such repair or maintenance is not completed by the Owner within a reasonable time, the Declarant or Association may conduct such repair, and the Owner shall be billed for such work, with said bill treated as a special assessment. Declarant hereby reserves to itself and grants to the Association access, ingress and egress, for the purpose of conducting repairs or maintenance on water lines, as called for herein. The Declarant and the Association expressly reserve the ability to promulgate further restrictions on water use or call for such other water use restrictions as may be necessary and proper to ensure adequate water for all Lots in the subdivision.

d. On completion, the water mains, water sources, wells, pump and pressure facilities will be operated and maintained by the Declarant until such time a sufficient number of Lots are sold and improved to allow assessment revenue as may be necessary to regularly maintain the system, at which time Declarant shall transfer to the Association responsibility of regular maintenance and operation of the system. Such transfer of maintenance and payment/assessment obligations shall be by written notice by Declarant to the Association. Determination of the sufficiency of number of assessment-paying Lots shall be at the discretion of the Declarant. Nothing herein shall preclude transfer of such water system to any sewer and water district that may be established. Any water rights shall also be transferred to the Association upon development and transfer of responsibility for the system. Nothing herein shall prevent the Declarant from retaining a licensed or certified system operator, and such a party shall be retained by the Association upon transfer to the Association. In such event, the Declarant or the Association shall not be liable for any omission or improper exercise by an operator of any such responsibility so delegated. Such system maintenance shall include at least annual monitoring reports to the Montana Department of Natural Resources and Missoula County CAPS of flow rate and volume of water supplied by wells serving the water system. Declarant and the Association reserve the right to make future dedication or transfer of said water system, inclusive of water rights to any municipality, public agency or utility authorized to operate a water system, subject to such conditions as may be agreed to by the party making such transfer.

e. The Declarant, and its successor Association, shall include in the monthly assessment called for herein a charge for water use and sewer system use sufficient to cover costs of system maintenance. Other required or desired improvements to the system beyond such assessment shall be treated as a special assessment, as provided for herein, and may include the development and installation of a shared water source for firefighting purposes, if required per Section V.1. As it is a material portion of the regular monthly assessment, the Declarant or successor Association may, upon at least 15 days' written notice, disconnect water service for the non-payment of assessments. Such notice shall be deemed given when mailed to the Owner by certified mail, return receipt requested.

3. Stormwater and Drainage Facilities. The Association shall provide regular maintenance of stormwater facilities and stormwater basins, sufficient to keep such facilities and basins in a good operating condition, and may include specific landscaping of stormwater basins. Such maintenance obligation shall be with the Declarant until such time a sufficient number of

Lots are sold and improved to allow assessment revenue as may be necessary to regularly maintain such facilities. Such transfer of maintenance and payment/assessment obligations shall be by written notice by Declarant to the Association. Determination of the sufficiency of the number of assessment-paying Lots shall be at the discretion of the Declarant. The location of stormwater basins and drainage easements are shown on the face of the plat of the subdivision. In addition to the easements for such features shown on the face of the plat, easements for stormwater are hereby declared, created and granted on Lots 8 and 9, within the private access easements, and on the Common Area. Generally, the drainage easement and storm water basin on Lots 8 and 9 shall be for the benefit of Lots 5, 6, 7, 8, 9, 10 and 11, and the drainage easement and stormwater basin in the Common Area shall be for the benefit of Lots 2, 3, 4, and Common Areas.

4. Additional Services. The Association may provide additional services as it sees fit or as may be required as a condition of the plat, including, but not limited to, participation in a neighborhood well monitoring program and reporting the results of such monitoring as may be required. The Association may provide such services for all or a portion of the Real Property within its jurisdiction or with which it may contract and levy assessments on such portion of its Members or others as derive benefits from services concerned.

ARTICLE IX: GENERAL PROVISIONS

1. Duration. The covenants, conditions, charges 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, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns in perpetuity. The covenants, conditions and restrictions are binding on the Owners, their families, tenants, guests and invitees.

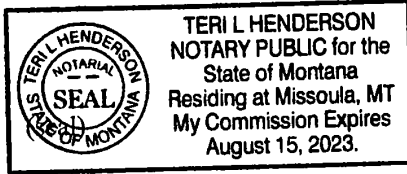
2. Enforcement. The Association, any Owner, or the Declarant shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement 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 do so thereafter. 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.

3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. Amendment. The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration as it alone deems appropriate, so long as it shall

STATE OF MONTANA)
) ss
County of Missoula)

This instrument was acknowledged before me on the 15th day of Nov-2019,
2019, by Mike Boehm, as Executive Director of Watson's Children's Shelter, Inc.



Teri L. Henderson
Notary Public for the State of Montana.
Residing at: _____
My commission expires: _____
Name Printed: _____

Return to: Territorial-Landworks, Inc.
P.O. Box 3851
Missoula, MT 59806

B&M ZOO SUBDIVISION WEED MANAGEMENT PLAN

PREPARED IN ACCORDANCE WITH THE MISSOULA COMPREHENSIVE SUBDIVISION WEED MANAGEMENT PLAN GUIDELINES

Prepared March 1, 2018

Prepared For:
B&M Zoo, LLC
729 W Central Ave
Missoula, MT 59801

Prepared By:
Territorial-Landworks, Inc.
P.O. Box 3851
Missoula, MT 59806

1.1 Introduction

B&M Zoo is a two-phase subdivision located in Missoula County, Montana (see attached Phasing Plan, Exhibit A). The property is located approximately 0.25 miles north of Montana Highway 93 along the east side of Blue Mountain Road. The legal description of B&M Zoo Subdivision is described as Tract B-1 of Packwest, Tracts A-1 & B-1, a Subdivision of Missoula County, located in Section 2, Township 12 North, Range 20 West, Principal Meridian Montana, Missoula County, Montana.

B&M Zoo Subdivision is a 19-lot residential subdivision that is 13.29 acres in size. B&M Zoo Subdivision includes 3.37 acres of common area. The management of this common area is the responsibility of the B&M Zoo Homeowners Association (HOA). The management of the lotted lands within this phase is the responsibility of each respective owner.

The execution of this Weed Management Plan shall be the responsibility of B&M Zoo, LLC (or subsequent owner(s)). Execution of this plan includes managing the invasive vegetation species on all unsold and undeveloped portions of the B&M Zoo Subdivision.

The owner(s) shall be responsible for weed management for all of the unsold lots within the B&M Zoo Subdivision until such time that individual property owners assume ownership of these lands. Sections 1.3 through 1.7 of this plan shall be implemented in the B&M Zoo Subdivision in order to manage the noxious weeds within this development.

Effective management of the weed populations throughout this subdivision is the intent of the B&M Zoo Subdivision Weed Management Plan.

1.2 Current Condition and Organization of the Site

The following is a brief description of the current condition of the B&M Zoo Subdivision site and the responsible parties for weed management activities:

- While a majority of B&M Zoo Subdivision is undeveloped, Watson Children's Shelter currently occupies the southeastern portion of the subject property, on what will become Lot 1 of the subdivision. During the development of Phase 1, eleven lots will be created on the south, southeast, and northeast sides of the property. The management of the lotted lands within this phase is the responsibility of each respective owner. B&M Zoo, LLC is responsible for weed management of all unsold lots with this subdivision until they are sold. If the ownership of any parcel within this subdivision is transferred, the new property owner shall be responsible for weed management activities for said parcel. The management of the common area is the responsibility of B&M Zoo, LLC until the B&M Zoo HOA assumes ownership for this land. The existence of the B&M Zoo HOA does not alleviate B&M Zoo, LLC from the weed management responsibility for all unsold lots.
- Phase 2 of B&M Zoo Subdivision will include the development of eight more lots northwest of the lots created in Phase 1. The management of the lotted lands within this phase is the responsibility of each respective owner. B&M Zoo, LLC is responsible for weed management of all unsold lots with this subdivision until they are sold. If the ownership of any parcel within this subdivision is transferred, the new property owner shall be responsible for weed management activities for said parcel. The existence of the B&M Zoo HOA does not alleviate B&M Zoo, LLC from the weed management responsibility for all unsold lots.

There are multiple varieties of grasses established on the site, especially on the berms located on the property. These grasses include but are not limited to pubescent wheatgrass, crested wheatgrass and bluebunch wheatgrass.

There is a limited presence of noxious weeds only in the undeveloped areas. Watson Children's Shelter currently occupies the southeastern portion of the subject property and thus has been maintained as an area with limited weeds.

Noxious weeds that are commonly found in the area include: knapweed, common tansy, and houndstongue. One Japanese knotweed was also found present on the property site. Since weed infestations are dynamic, the site's level of infestations and the methods of treatment should be evaluated prior to selecting a particular control action for a specific area of the property.

1.3 Management Plan Goals

This plan is intended to be dynamic and incorporate adaptive management that allows for the incorporation of new technologies and an evolving understanding of the biological

systems for the B&M Zoo Subdivision. The Missoula County Weed District is a great resource for the evaluation on any vegetation management plan and for any review of this plan's goals and management results. Monitoring and analysis of management results are crucial to the success of a dynamic long-term restoration plan.

Managing noxious species can be conducted efficiently if these tasks are incorporated into the regular maintenance activities associated with these lands. The noxious weed management goals for this property include the following:

- Initiating perpetual weed management activities for the entire property.
- Establishing and defining the property owner's weed management responsibilities as this subdivision is developed.
- Ensuring that the weed management responsibilities for each lot and common area within the B&M Zoo Subdivision are communicated to the future property owner(s).
- Ensuring B&M Zoo, LLC assumes responsibility for weed management of all unsold lots within this subdivision until they are sold. The formation of an B&M Zoo HOA does not alleviate B&M Zoo, LLC from the weed management responsibility for all unsold lots.

1.4 Control Actions

There are several actions that can be used in an integrated approach to weed management, and each must be considered on an area-by-area basis dependent on the species to be managed, the soil/water characteristics of the site and intended use of the area. As Knapweed, Houndstongue, Common Tansy and Japanese Knotweed are the only noxious weeds known to be found on the site, the following control actions are appropriate for its management:

Spotted Knapweed (*Centaurea stoebe*), Houndstongue (*Cynoglossum Officinale*), Common Tansy (*Tanacetum Vulgare*) & Japanese Knotweed (*Polygonum Cuspidatum*)

Hand pulling: Hand pulling is an extremely effective method on small scale infestations of spotted knapweed and houndstongue. It is especially effective with the aid of a shovel for removing houndstongue plants. Pulling is easiest when soil is moist; allowing you to remove most of the taproot and kill the plant. Any stage from flowering on should be bagged and removed from the site in order to minimize seeds at the site. Hand pulling is not as effective with common tansy and Japanese knotweed as it is with knapweed and houndstongue.

Mowing: Mowing will help reduce seed production of spotted knapweed; however, repeated mowing will result in knapweed plants flowering and setting seed below the blades of the mower. Mowing can also be very effective for controlling bolting individuals of houndstongue. Mowing should occur during the bud stage but before flower to prevent cut plants from producing viable seed. Mowing has the potential to be effective at reducing the size of infestations of Japanese knotweed if done consistently. Mowing should occur at least three times a year and care should be taken to ensure all

stem fragments are removed from the site and from the mower and treated like those removed by hand pulling. Mowing is not as effective with common tansy.

Biological control: There are 13 biological control agents that have been released in Montana to control spotted knapweed. Of those species, eight have been shown to affect knapweed infestations. The majority of these species are widespread. *Cyphocleonus achates*, a root-boring weevil, has been very effective in Western Montana in reducing dense infestations of spotted knapweed, but must be introduced on the site. It is available for release through a number of outlets in Western Montana. There are no biological controls currently available for common tansy, houndstongue and Japanese knotweed.

Herbicide: The use of the herbicide Milestone (aminopyralid) is recommended by the Missoula County Weed District for control of the spotted knapweed on the subject property. Milestone should be applied at a rate of 4-7 oz per acre. Always consult product labels and read them carefully to ensure correct species/land management usage and chemical application. The use of the herbicide Escort (metsulfuron) is recommended by the Missoula County Weed District for control of the houndstongue and common tansy on the subject property. Escort should be applied at a rate of 1 oz per acre. Always consult product labels and read them carefully to ensure correct species/land management usage and chemical application. Depending upon when revegetation may occur, an alternative to Milestone would be the use of the herbicide Stinger with Clopyralid.

1.5 Appropriate Revegetation with Desired Species

Weed management control actions shall be paired with re-vegetation. Any and all disturbances to the land surface or plant life must be corrected immediately. The establishment of healthy, use/type appropriate vegetation will be the most effective way to minimize weed invasion and establishment on this site for the long term.

Weed management activities are unlikely to create disturbances to the site's natural vegetation. Areas of the site that are disturbed by weed management will likely naturally recover. Areas of the site that are disturbed by construction related activities should be re-vegetated with a quick establishing grass mix to prevent establishment of weeds after the topsoil is removed. Topsoil may need to be brought in for revegetation in the area of the site that was formerly used as a gravel pit. A grass mix has been recommended for this site and will be implemented during construction (see attached Exhibit B).

1.6 Weed Management Areas

The B&M Zoo Subdivision is being constructed in two phases. The following is a summary of each subdivision area (phase) and a description of the weed management responsibilities for each phase:

Phase 1

B&M Zoo Subdivision Phase 1 will include the development of eleven lots (lots 1-11). As part of the filing of Phase 1, a portion of the subdivision road infrastructure and a segment of the trail will be installed. The management of the area is the responsibility of B&M Zoo, LLC until the B&M Zoo HOA assumes ownership for this land which ensues

after the filing of the Final Plat. The management of the lotted lands within this phase is the responsibility of each respective owner.

The area not developed in Phase 1 has the potential to contain areas of knapweed infestations. These areas of infestations may be effectively eliminated by the use of a Missoula County Weed District approved herbicide. The use of Milestone should be applied at a rate of 4-7 oz per acre to these areas. The use of Escort should be applied at a rate of 1 oz per acre to these areas.

Phase 2

Phase 2 will consist of creating eight more lots (lots 12-19). Additional segments of the subdivision road infrastructure and trail will be installed. B&M Zoo, LLC is responsible for weed management of the entire Phase 2. The management of the area is the responsibility of B&M Zoo, LLC until the B&M Zoo HOA assumes ownership for this land which ensues after the filing of the Final Plat. The management of the lotted lands within this phase is the responsibility of each respective owner.

The property that makes up Phase 2 has the potential to contain areas of knapweed infestations. These areas of infestations may be effectively eliminated by the use of a Missoula County Weed District approved herbicide. The use of Milestone should be applied at a rate of 4-7 oz per acre to these areas. The use of Escort should be applied at a rate of 1 oz per acre to these areas.

1.7 Response Monitoring and Re-evaluation

Data from monitoring sections shall be collected after control treatments and revegetation efforts have been carried out. This will allow for an evaluation of the changes in vegetation in response to the above discussed management efforts. These efforts will allow for the re-evaluation of this plan's strategy and will allow for more adaptive management. Prior to construction, the progress on implementation of this plan shall be approved by the Missoula County Extension/Missoula County Weed District and the Missoula County Community and Planning Services.

The content of this management plan shall be reviewed annually, or as needed by the property owner/HOA. The implementation of this plan shall be reviewed on the 1st of May and the 1st of August on an annual basis, by the property owner/HOA to determine the effectiveness of the weed management control actions. If noxious weed populations are discovered on the site during these investigations, the Missoula County Weed District shall be consulted immediately and their recommendations for revisions to the plan shall be implemented within two weeks.

Mix for Disturbed Sites

Common Name	Species	% mix	Desired Seeds/square foot	Seeds/lb.	PLS pounds /acre
Durar Hard Fescue	<i>Festuca trachyphulla</i>	30.0%	24	550,000	1.9
Streambank Wheatgrass	<i>Elymus lanceolatus</i>	30.0%	24	160,000	6.5
Slender Wheatgrass	<i>Elymus trachycaulis</i>	40.0%	32	700,000	2.0
		100.0%	80		10.4

Exhibit B



Submit by Email

Print Form

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

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

REVEGETATION PLAN FOR DISTURBED SITES

Subdivision/Project Name: B&M Zoo Subdivision

Location/Legal Descriptions: Tract B-1 of Packwest, Tracts A-1 & B-1, located in the NW1/4 and SW1/4

Number of Acres, Lots or Linear Feet of Disturbance: 13.29 total acres, 19 lots encompassing a total of 1

Type(s) of Disturbance: Site Improvements, road construction, housing construction, utility construction

A. Disturbed Area Revegetation Plan:

1. Site Preparation – topsoil management, seed bed preparation, or similar efforts
Where possible, salvage topsoil separately from subsoil. Topsoil should be wind rowed instead of
If project lasts more than a growing season, the topsoil should be seeded with an annual cover to
weed growth. After construction, compacted areas should be ripped and available topsoil should

2. Seed Species and Seeding Rates (lb./PLS/acre)
Slender Wheatgrass, Durar Hard Fescue, and Streambank Wheatgrass species at 2.0 lbs,
1.9 lbs, and 6.5 lbs per acre each respectively. This results in a total of 10.4 lbs per acre of
seed mix.

3. Seeding method – drilling, hydro-seed, broadcast, or other
Drill seeding is the preferred and most successful method of seed placement. Broadcast seeding
is quick and simple but requires doubling the seed rate to compensate for less than optimal seed
placement. The advantages and disadvantages should be discussed with the hydro-seeding contractor.

4. Time of seeding
Seeding will occur after October 1st but prior to freeze up.

5. Fertilization (lb./acre)
Fertilization is normally not necessary under dryland conditions. Some non-native species
respond to fertilization while native species generally are adapted to soils with low fertility.
If fertilizer is used, a soil test is needed to determine the fertilizer rate.

6. Weed Control Method(s) and Timing
Necessary action will be taken if weed growth becomes a problem after construction. Possible
forms of action will be hand pulling, mowing, or herbicide control. Herbicide treatment will
occur one year after seeding of noxious weeds are present.

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MISSOULA COUNTY



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

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Office: (406) 258-4218
FAX: (406) 258-3916

B. Landowner or Responsible Party:

Name: B&M Zoo, LLC Telephone: (406) 546-8555
Address: 729 W Central Ave

City: Missoula State: MT Zip Code: 59801

DocuSigned by:
Gene Mostad 10/29/2018 12:03:12 PM PDT
Signature of Landowner/Responsible Party 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: *[Signature]* Date: 10/29/18

Submit this form to:
Mathew Deaton – Weed Prevention Coordinator
Missoula County Weed District
2825 Santa Fe Court
Missoula, MT 59808
Email: matt@missoulaeduplace.org Fax: 406-258-3916 Phone: 406-258-4218