

7716 CASSIDY TR.  
LOLO, MT 59847

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Tyler R. Gernant, Missoula County Clerk & Recorder



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FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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This Declaration is made this, 21<sup>st</sup> day of NOVEMBER, 2023, by the Lolo Creek Trails Homeowners' Association, Lolo, Montana, 59847, and provides as follows:

RECITALS

A Mustang Holdings, LLC, a limited liability company, originally was the owner of certain real property located in the County of Missoula, which is more particularly described as follows:

A portion of the west half of Section 34, Township 12 North, Range 20 West PMM in Missoula County, Montana. (The "Real Property").

B. Mustang Holdings, as the Declarant, placed certain 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. Those Covenants were recorded June 27, 2005, at Book 754, Page 1905, Document No 200515600, records of the Missoula County Clerk and Records. The first Amendment of Declaration of Covenants, Conditions, and Restrictions was recorded October 25, 2006 at Book 785, Page 1385, Document No. 200627769, records of the Missoula County Clerk and Recorder. A second Amendment to Declaration of Covenants, Conditions and Restrictions was recorded on or about March 6, 2007, at Book 793, Page 97, Document No 200705282, records of the Missoula County Clerk and Recorder. A third Amendment to Declaration of Covenants, Conditions and Restrictions was recorded May 9, 2007, at Book 796, Page 1229, Document No. 200711187, records of the Missoula County Clerk and Recorder.

C. The Declarant no longer owns any lots in the development and no longer has the ability to amend the Convents. Pursuant to Article VIII. Paragraph 4. The Members of the Association, by a vote of 80% or more of the voting members, have approved the adoption of this Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions. All of the real property 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 as a desirable residential development. These Restrictions, Convents, 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.

D. The original Covenants declared that all of the Real Property shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, 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 Owner thereof.

## ARTICLE I: DEFINITIONS

1. Association. "Association" shall mean and refer to Lolo Creek Trails Homeowners' Association, Inc., incorporated by the Mustang Holdings, LLC, as a Montana non-profit corporation, as set forth below.
2. Common Areas. The Common Areas are as depicted on the recorded plat map of Lolo Creek Trails Subdivision. After filing of the plat map for Lolo Creek Trails, the Association shall maintain the Common Areas, including all Drainage Facilities including those improvements placed within roadways. This shall include, but is not necessarily limited to, maintenance and watering of the Primary Travel Corridor landscaping. The Association shall maintain the Subdivision's boulevard's trees only, defined as the area between the edge of the pavement (or curb if present) and the nearest property line. 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 portion of its members or others as derived benefits from services concerned. Only non-motorized use of Common Areas A-F is allowed, and no above ground improvements are allowed or permitted in said common areas. Common Area "A", identified on the final plat, shall be closed to all human activity and use during the time period that Common Area "A" is used by wintering wildlife, as set forth in Paragraph 6 of this article below.
2. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.
3. 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 with the exception of the Common Areas and roads.
4. Member. "Member" shall mean and refer to every person or entity who is a Member of the Association as described below.
5. 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.
6. 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.

## 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 that 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. 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. 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 entitles determine, but in no event may more than one vote per Lot be cast, except as previously stated.

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 name of the non-profit corporation shall be Lolo Creek Trails Homeowners' Association, Inc. This non-profit corporation shall be incorporated for the purposes of exercising the powers as described in this Declaration and those otherwise reasonable or necessary to carry out the functions of a homeowners' association.

#### ARTICLE IV: ASSOCIATION MAINTENANCE AND PROPERTY RIGHTS

1. Common Areas. The Common Areas are as depicted on the recorded plat map of Lolo Creek Trails Subdivision. After filing of the plat map for Lolo Creek Trails, the Association shall maintain the Common Areas, including all Drainage Facilities including those improvements placed within roadways. This shall include, but is not necessarily limited to, maintenance and watering of the Primary Travel Corridor landscaping. The Association may also 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 portion of its Members or others as derive benefits from services concerned. Only non-motorized use of Common Areas A-F is allowed, and no above ground improvements are allowed or permitted in said common areas. Common Area "A", identified on the final plat, shall be closed to all human activity and use during the time period that Common Area "A" is used by wintering wildlife, as set forth in Paragraph 6 of this article below.

2. Members' Property Rights. In general, every Member shall have a right and easement of enjoyment in and to the Common Areas subject to the limitations provided in this Article and these Declarations. Such easement shall be appurtenant to and shall pass with the title to every Lot. The limitations associated with each Member's enjoyment of the Common Areas are as follows:

- a) To provide reasonable restrictions on use of the Common Areas for the overall benefit of its Members, including, but not limited to, restricting or prohibiting the use of motorized vehicles on the Common Areas and limiting the number of guests of Members allowed to use the Common Areas;
- b) To charge reasonable fees for maintenance and/or use of the Common Areas and reasonable admissions and other fees for the use of any recreational facility situated upon the Common Areas;
- c) To borrow money for the purpose of improving the property, and the rights of such mortgages in said Real Property shall be subordinate to the rights of the Landowners hereunder;
- d) To dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon under the By-Laws of the Association.

- e) To grant easements under any Common Areas to any public agency, authority, or utility without charge;
  - f) To run water or sewer mains or other portions of its water system that serves any portion of the Real Property under any Common Areas, or other property owned by the Association; and,
  - g) To suspend the voting rights and/or right to use of the Common Areas of an Owner for any period during which any assessment against his/her Lot remains unpaid.
3. Assignment of Use. Any member may assign, in accordance with this Declaration, his/her right of enjoyment to the Common Areas to the members of his/her family, his/her tenants, or others who reside on his/her Lot.
4. Title to the Common Areas. Common Areas shall be held by the Association, free and clear of all encumbrances and liens, except those rights of way, easements, covenants, or restrictions as might appear of record at the time of such conveyance. The Common Area will remain as Open Space in perpetuity.
5. Use of Common Area "A". Common Area shall not be used by any Person, Owner, or entity, nor shall any Owner permit the use of Common Area "A" by any Person, Owner, entity, or domestic animal, between the 1<sup>st</sup> day of January and the 15th day of May, of each year so as not to interfere with wild animal migration, breeding, or other use of Common Area "A" by wild animals.

#### ARTICLE V: 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 Missouri 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.
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 construction, reconstruction, repair, or replacement of any capital improvement; maintenance, upkeep, real property taxes, hazard and liability insurance, and related expenses in regard to any Common Areas and/or roads (including road cleaning); administrative costs of the Association incurred in its day to day activities; and, any costs or expenses, including attorney's 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. Written notice of assessments shall be sent to every Owner. The due dates 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. 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 acquired by the Association and the Common Areas.

#### ARTICLE VI: ARCHITECTURAL CONTROL COMMITTEE

1. Architectural Control Committee. The Association shall establish a committee, consisting of three persons, known as the Architectural Control Committee, to serve the functions as described in this Article. The Association shall elect the members of the Architectural Control Committee by majority vote. After election, the Architectural Control Committee shall establish written criteria specifically for the Real Property, which criteria shall advance the purposes of, but 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 on any Lot shall be made available to the purchaser of any 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, 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.

2. 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 structure, along with the necessary fees, are submitted, no specific approval shall be required for such structure and the pertinent provisions of this Declaration shall be deemed to have been complied with in full.

### 3. ARTICLE VII: 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 within the Real Property.

1. Land Use and Building Type. No Lot shall be used except for residential purposes. No business, trade, or manufacture, as further defined in paragraph 3 of this Article VI, shall be conducted on any Lot. No building 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. Each lot shall have two (2) 20 foot deep off-street parking spaces located outside of the public access easement. No structure shall be built, modified, or altered, upon any Lot until the plans and specifications of the proposed structure, including any modifications or alterations thereto, have been approved by the Architectural Control Committee. Each structure serving as a main dwelling house shall have an address sign clearly visible from the street of a reflective material or well illuminated. The structure which is to serve as the main dwelling house on a Lot shall not contain less than 1,200 square feet of living area on the main level, except that a structure which contains two or more stories of living area shall contain no less than 750 square feet of living area on the main/ground level. Living area is specifically defined for this Declaration to exclude garages, porches, decks, and basements, whether finished or not. The height of the main dwelling shall be not greater than 30 feet from ground level to top of the roof line as measured along the front of the structure facing the street, subject to municipal zoning guidelines.

Construction on the Lots may also be subject to Hillside Design Standards, as contained in Section 19.67.050 of the Missoula City Zoning Ordinance, and to Grading, Drainage, and Erosion Control Standards, as contained in Chapter 19.71 of the Missoula City Zoning Ordinance. The Real Property shall 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 structures are permitted. All 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 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 structures, whether intended for the use in whole or in part as the main dwelling house or as a garage or other structure shall be moved upon any Lot. No mobile homes, either double or single wide, or other manufactured homes constructed primarily away from the Lot on which they would be situated, shall be permitted.

The "No Build Zones" as depicted on the final plat shall not have any structures or improvements and shall not be disturbed more than is reasonably necessary for the use of the lot. With respect to lots 1, 39, 40, and 92, the structure to serve as the main dwelling house shall front or face Highway 12 and the garages shall be placed on the side or rear of the house. The Riparian Resource Management Plan and the Riparian Area Plan Map, recorded with the final plat, are hereby incorporated into these Covenants as if set forth herein in full. Lot owners are hereby advised that the EPA has designated Missoula County as a zone having high radon potential and it is highly advised

that all new construction should incorporate passive radon mitigation systems.

2. Outbuildings. Notwithstanding the foregoing, after completion of construction of the main dwelling house, one outbuilding, no larger than 250 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 may be constructed or erected on any Lot.

3. Commercial Usage Prohibited. Except as is otherwise permitted by this paragraph, 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.

4. Home Occupations. A home occupation is a permitted use on all Lots. "Home Occupation" is any activity involving the sale of goods or services conducted within the residence, which is incidental and subordinate to the residential use, takes place within the dwelling house; has no discernible effect on the traffic traveling into and out of the neighborhood which comprises the Real Property; has no perceptible affect on the noise, smell, and aesthetics of the Real Property, and complies with the following requirements:

- a) There may not be any window displays or other public displays of any materials, products, or merchandise of the home occupation;
- b) No sign shall be displayed on the premises which advertises the home occupation and no other advertising media may be used to call attention to the fact that the home is being used for an accessory purpose, telephone listings excepted;
- c) There may be no exterior storage of materials, products, merchandise, or machinery of the home occupation;
- d) The home occupation may not occupy more than twenty-five percent (25%) of the gross floor area of the residence;
- e) The home occupation may not produce light, noise, odor, parking demand, traffic, or any other activity which is inconsistent with the character of the Subdivision;
- f) The use of large trucks or other commercial vehicles is prohibited; and,
- g) The home occupation may not give rise to use of utilities beyond that normal to the use of a residence.

In addition to, and notwithstanding, the above, a home occupation shall not include, and such use is expressly prohibited, restaurants, barbershops or salons, childcare or day care centers, on-site retail sale of goods, kennels or stables, or automotive repair. All home occupations are also subject to all applicable zoning and other restrictions, if any, imposed by the County of Missoula.

5. Building Site. No Lot shall have more than one dwelling house located upon it. No Lot shall be further subdivided.

6. Setbacks. Setbacks shall be as follows, unless more stringent requirements are adopted by the governing body: front yard setback, twenty feet (20'); side yard setback on side of dwelling with garage,

twelve feet six inches (12'6"); side yard setback on side of dwelling without garage, fifteen feet (15'); and, rear yard setback, twenty-five feet (25'). No dwellings, buildings, or other structures shall be constructed within these setback areas. Setbacks for Lot numbers 8, 13 thru 19, 26, 55, 58, and 73 shall be as follows: front yard setback, twenty feet (20'); side yard setback on side of dwelling with garage, twelve feet six inches (12'6"); side yard setback on side of dwelling without garage, ten feet (10'); and, rear yard setback, twenty-five feet (25'). Setbacks for Lot number 72 shall be as follows: front yard setback, twenty feet (20'); side yard setback from northern property line, six feet six inches (6'6"); side yard setback from southern property line, ten feet (10'); and, rear yard setback, twenty-two feet six inches (22'6").

7. Concrete Driveways. All Lots shall have concrete driveways. No asphalt driveways, of any kind, are permitted on any Lot.

8. Temporary Structures. No 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 six foot (6') cedar plank fence is permitted to provide privacy and/or safety adjacent to the dwelling, but shall not be constructed closer to the street line than the front building line of the dwelling on the Lot, nor closer to the rear line of property than the back building line of the dwelling on the Lot. A cedar split rail fence or a cedar plank privacy fence not exceeding four feet (4') in height is permitted for fencing the side and rear yard, but shall not be constructed closer to the street line than the front building line of the dwelling on the Lot. Non-climb mesh fencing may be overlaid on the rails of the split rail fence, if desired. 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, as set forth herein. No "climbing fences" or chain link fences are permitted.

10. Grade of Lawn. All dwelling houses 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 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. The plan or design for such yard shall be first approved by the Architectural Control Committee and the plan must be completed within eighteen (18) months of initial occupancy of the Lot's main dwelling house.

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

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

14. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No building of any kind shall be erected, placed, or permitted to remain on such easements.



15. Boundary Control Monuments. Mustang Holdings, LLC 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. Timely Completion of Construction. All construction performed on any Lot shall be completed in a timely manner, but in no event shall any construction last more than twelve (12) months unless authorization to do is received from the Architectural Control Committee.

17. Construction Debris and Drainage. All debris from construction shall be immediately cleaned up and not permitted to accumulate, gather, or remain on any Lot unless in a container for the storage and removal of waste and/or debris. No contractor or Lot owner shall permit any wastewater, debris, or other construction related activity, such as the flushing of waste, to run onto, collect on, or migrate to any other Lot or onto any street. In addition, any contractor and/or Lot owner shall take steps to mitigate dust. In the event the requirements set forth herein are not complied with upon fourteen (14) days written notice, may have the violation corrected and/or remedied. The cost of such corrective and/or remedial work shall be a charge to the Lot owner and a lien may be placed on the Lot for the collection of those amounts if not promptly paid by the Lot owner within fourteen (14) days of receipt of an invoice from the Association in accordance with Article V of this Declaration.

18. 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. 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. All garbage receptacles shall be stored indoors. On garbage collection days, garbage receptacles may be placed in a location convenient for collection. 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 entrance by pets or wildlife. Compost piles are prohibited.

19. 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. Under current State Law it is illegal for dogs to chase hoofed game animals and the owner may also be held guilty (MCA 87-3-124). 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. Wild animals are inhabitants of the area. Owners should refer to the brochure, Living with Wildlife, a copy of which is attached to this Declaration. Pet food should be stored indoors. Consider only feeding pets indoors or only within kennels and do not leave food out overnight, so that wild animals do not learn to associate food with your home. This will reduce the potential for conflicts with wild animals. 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 kenneled in rear yards only and shall be kept in a humane manner but not chained. 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 of any animals shall be permitted. Violations of these requirements regarding animals shall be

considered a complete 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.

20. 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, bear, mountain lions, wolves, skunks, and raccoons. Contact the Montana Fish, Wildlife and Parks office in Missoula (3201 Spurgin Road, Missoula, Montana 59804) for brochures that can help homeowners "live with wildlife. In addition to the Covenant Sections on Garbage (VI.18), Animals and Pets (VI.19) and Planting (VI.31), the following covenants should help minimize problems that homeowners could have with wildlife, as well as helping homeowners protect themselves, their property, and the wildlife that Montanans value.

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 should be aware that deer might occasionally attract mountain lions to the area.

Gardens can attract wildlife. Keep the produce picked as rotting vegetable material can attract bear and skunks. To help keep wildlife such as deer out of the gardens, fences should be 8 feet or taller. Netting over gardens can help deter birds from eating berries.

Fruit trees or orchards can attract wildlife such as deer and bear. Keep ripe fruit picked and do not allow rotten fruit to collect under trees.

Birdseed is an attractant for bear. Consider not using bird feeders in this area between the months of April through October. 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.

21. Antennas. No exterior television antenna, radio antenna, or satellite dish over eighteen (18) inches in diameter, or other erections shall be placed or permitted to remain on any Lot. Flagpoles shall be permitted upon review and approval by the Architectural Control Committee.

22. Vehicles. 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 driveway using environmentally friendly soap. This works to protect groundwater from potential pollution.

23. Vehicle Storage. No motor home may be stored on any Lot. No recreational vehicle (RV), boat, camper, recreational trailer or other vehicle larger than eighteen feet (18') in length may be stored on any Lot. Recreational vehicles (RV), boats, trailers, or other vehicles smaller than eighteen feet (18') in length may be stored on a Lot so long as it is not stored any closer to the street line than the front building line of the dwelling on the Lot, nor beyond or behind the rear building line of the dwelling on the Lot, i.e., adjacent to the side of the dwelling.

24. Large, Unsightly, or Unlicensed Vehicles. Trucks or trailers exceeding one (1) ton capacity, unsightly vehicles, or vehicles without current licensing shall not be parked or allowed to remain on any of the Lot or any adjoining streets or driveways. However, an exception is allowed if they are stored in a garage, or if the vehicle does not exceed (18) feet in length, as set forth in this Declaration. This provision is 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 a Lot.

25. Street Parking. No vehicles of any kind shall be parked on streets for an aggregate period of more than fourteen (14) days in any six month period. If any Lot owner violates this provision, the Association may have the vehicle towed at the Owner's expense.

26. Signs. No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Lot with the exception of notice of HOA meetings. 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 two feet in size. Political signs may be placed no earlier than 60 days prior to any election. Signs must be removed within seven (7) days after an election. Duplicates of signs are not allowed on a single property.

27. 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. Use of an outdoor barbecue shall not be considered a nuisance; however, permanent grills are not allowed, and all portable barbecue grills must be stored inside when not in use, in order to reduce the attraction of wildlife such as bears to the area. Use of fireworks or pyrotechnic equipment shall not be permitted on any property. Low level landscaping lighting and building-mounted security lighting over doorways and entrances shall be permitted; however, no area lighting within yard areas will be permitted. Exterior lighting other than entrance and doorway lighting will be subject to review and approval of the Architectural Control Committee.

Wood Burning Devices. No wood burning devices of any type shall be or used in any residential structure erected upon any Lot in the permitted Real Property. This specifically includes, but is not limited to, fireplaces, wood burning stoves, pellet stoves, fireplace inserts, or similar devices.

28. 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.

29. Sanitary Restrictions. The Owners of every Lot shall comply with all laws and regulations relating

to water supply, sanitation, sewage, disposal, and air pollution.

30. Planting. The Real Property includes habitat for white-tail 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 grassland vegetation as possible to provide habitat for ground nesting birds.

31. Weed Control. The properties shall be maintained in accordance with the Montana Weed Control Act and the Missoula County Noxious Weed Management Act. Lot Owners shall revegetate ground disturbances with beneficial species at the first appropriate opportunity after ground disturbance uses.

#### ARTICLE VIII: 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 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. Any Owner, or the Association shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by any Owner, or the Association, 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 covenants, conditions, restrictions, and uses created and established herein may be waived, abandoned, terminated, modified, altered, or changed as to the whole of the said Real Property, or any portion thereof, with the written consent of eighty percent (80%) of the votes set forth in Article II, paragraph 2, herein. No such waiver, abandonment, termination, or modification shall become effective until the proper instrument in writing shall be executed and recorded in the office of the Clerk & Recorder of Missoula County, Montana. However, the sections regarding driveways, weed control, living with wildlife, garbage, animals and pets, planting, barbecue grills, common areas and drainage facilities maintenance, No Build Zones, Primary Travel Corridor, and Riparian Resource Management Plan cannot be changed without the concurrence of the governing body.

5. Liability of Declarant. The Association shall have no liability for any of its actions or failures to act, or for an action or failure to act of any Owner of any Lot in the Real Property.

IN WITNESS WHEREOF, the Association, acting by and through its Directors, has executed the foregoing Declaration on the day and year first above written.

State of Montana

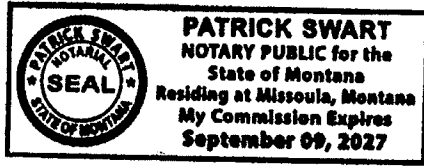
County of Missoula

This instrument was signed or acknowledged before me on 11/21/2023

by PAUL ANDERSON acting in the capacity of PRESIDENT

on behalf of LOLO CREEK TRAILS HOMEOWNERS ASSOCIATION

*[Handwritten Signature]*  
Notary Signature



Lolo Creek Trails Homeowners Association

By: *[Handwritten Signature]*  
Paul Anderson, 2023 President

ACKNOWLEDGMENT BY:

By: \_\_\_\_\_

\_\_\_\_\_, Its \_\_\_\_\_

Declaration of Covenants, Conditions,  
and Restrictions