



March 7, 2022

Mary McCrea
PERMITS & LAND USE MANAGER
City of Missoula Development Services
435 Ryman Street
Missoula, MT 59802

Re: Heron's Landing – Phase W2 Written Notice to Final Plat City Project Number: 2021-056

Dear Mary:

This letter and attachments are written notice of our intent to commence with recording the Final Plat of the Heron's Landing Subdivision – Phase W2 as per Montana Code Annotated Section 76-3-617. The Attachments to this letter are:

1. Current, approved Phasing Plan for the Subdivision
2. Heron's Landing Subdivision – Phase W2 draft Final Plat
3. Typical Road sections for phase W2
4. Heron's Landing Declaration of Covenants, Conditions, Restrictions, and Easements – Phase W1 for review

This is the second phase of this development, if any additional items are needed to get our hearing scheduled with the City Council per MCA 76-3-617, please let us know as soon as possible. Heron's Landing final public hearing for the subdivision approval was on September 21, 2020 and approval letter dated October 16, 2020. To our knowledge there have been no changes to any subdivision review criteria impacts and no new information has arisen since City Council approved the Heron's Landing preliminary plat.

Sincerely,
WGM Group, Inc.

Ryan J. Salisbury, P.E.
PRINCIPAL ENGINEER/EXECUTIVE OFFICER

RJS:mg

Encl.

<W:\Projects\Projects\210330\Docs\Rec Docs\2 Phase W2\210330.2 Written Notice to Final Plat 3.1.2022>



March 7, 2022

Mary McCrea
PERMITS & LAND USE MANAGER
City of Missoula Development Services
435 Ryman Street
Missoula, MT 59802

Re: Heron's Landing – Phase E1 Written Notice to Final Plat City Project Number 2021-057

Dear Mary:

This letter and attachments are written notice of our intent to commence with recording the Final Plat of the Heron's Landing Subdivision – Phase E1 as per Montana Code Annotated Section 76-3-617. The Attachments to this letter are:

1. Current, approved Phasing Plan for the Subdivision
2. Heron's Landing Subdivision – Phase E1 draft Final Plat
3. Typical Road sections for phase E1
4. Heron's Landing Declaration of Covenants, Conditions, Restrictions, and Easements – Draft for review

This is the third phase of this development, if any additional items are needed to get our hearing scheduled with the City Council per MCA 76-3-617, please let us know as soon as possible. Heron's Landing final public hearing for the subdivision approval was on September 21, 2020, and approval letter dated October 16, 2020. To our knowledge there have been no changes to any subdivision review criteria impacts and no new information has arisen since City Council approved the Heron's Landing preliminary plat.

Sincerely,
WGM Group, Inc.

Ryan J. Salisbury, P.E.
PRINCIPAL ENGINEER/EXECUTIVE OFFICER

RJS:mg

Encl.

W:\Projects\Projects\210330\Docs\Rec Docs\3 Phase E1\210330.3 Written Notice to Final Plat_3.1.2022



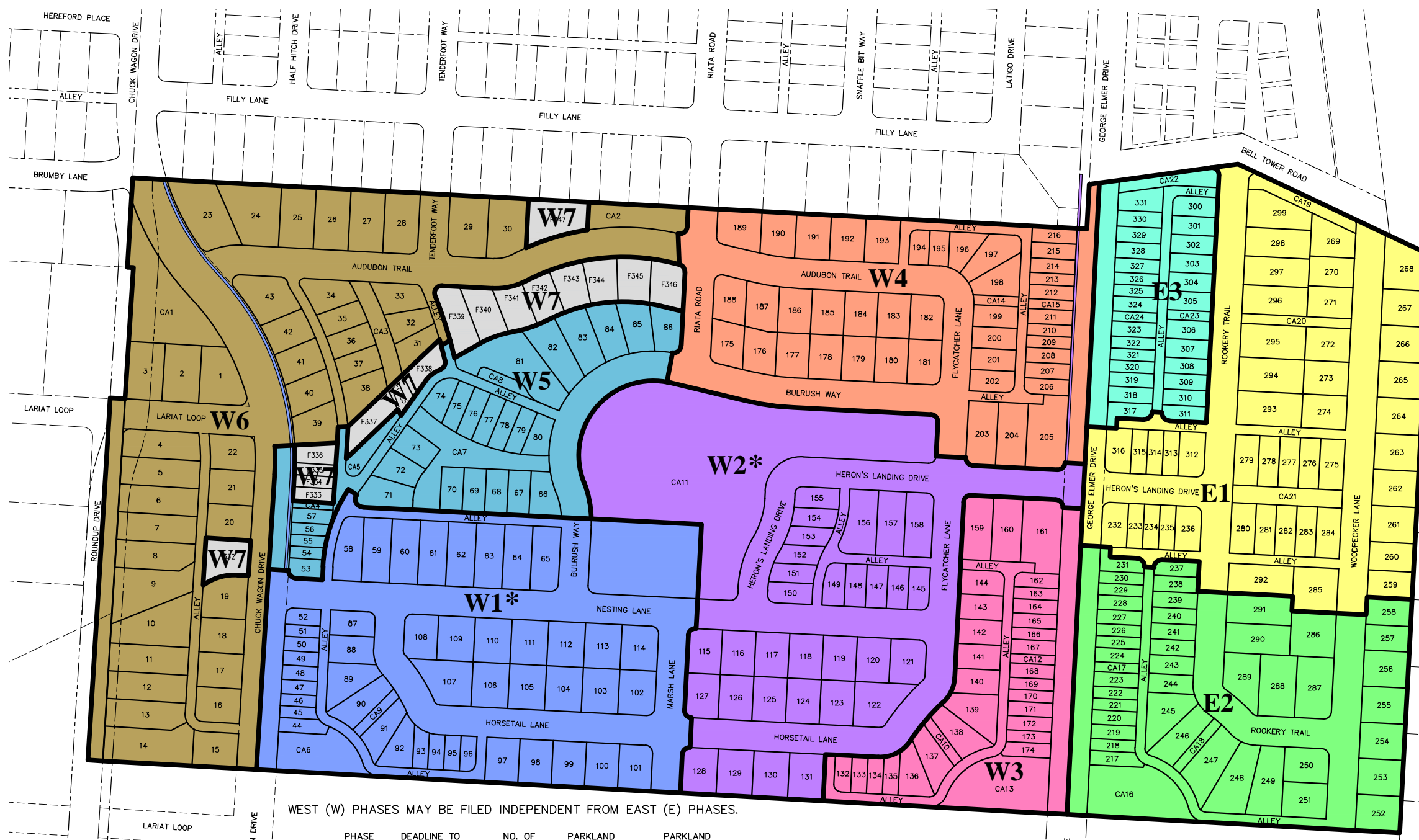
WGM GROUP
WWW.WMGROUP.COM

PRELIMINARY

PLOTTED: 4/7/20
SAVED: 4/7/20



120 0 120 240
SCALE - FEET



WEST (W) PHASES MAY BE FILED INDEPENDENT FROM EAST (E) PHASES.

PHASE NO.	DEADLINE TO COMMENCE PHASE	NO. OF LOTS	PARKLAND REQUIRED (AC.)	PARKLAND DEDICATED (AC.)
E1	DEC. 31, 2030	45	0.64	0.32
E2	DEC. 31, 2032	43	0.52	0.00
E3	DEC. 31, 2033	27	0.20	0.13
W1	DEC. 31, 2024	45	0.60	0.76
W2	DEC. 31, 2026	31	0.43	3.32
W3	DEC. 31, 2028	29	0.29	0.00
W4	DEC. 31, 2035	42	0.53	0.00
W5	DEC. 31, 2037	26	0.31	0.39
W6	DEC. 31, 2039	43	0.85	0.17
W7	DEC. 31, 2040	16	0.21	0.05
TOTALS			4.58	5.14

PHASE LINE
E3 PHASE NO.
CA COMMON AREA

* PHASES W1 AND W2 SHALL INSTALL 5' ADA ACCESSIBLE ASPHALT PATHS CONNECTING TO EXISTING SIDEWALKS NORTH OF HERON'S LANDING AS SHOWN ON THIS PHASING PLAN.

PHASING PLAN

HERON'S LANDING

MISSOULA, MONTANA

REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT: 18-11-01
LAYOUT: Layout1
SURVEYED: ---
DESIGN: ---
DRAFT: CEG
APPROVE: DH
DATE: APRIL 2020

THE UNDERSIGNED HEREBY CERTIFIES THAT IT HAS CAUSED TO BE SURVEYED, SUBDIVIDED AND PLATTED INTO LOTS, COMMON AREAS, STREETS, AND ALLEYS AS SHOWN ON THIS PLAT, THE FOLLOWING DESCRIBED TRACT OF LAND, TO-WIT:

A TRACT OF LAND BEING PORTIONS OF TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY NO. 5963, ON FILE AND OF PUBLIC RECORD IN MISSOULA COUNTY, MONTANA, LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 13 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE ABOVE TRACT IS TO BE KNOWN AND DESIGNATED AS HERON'S LANDING, PHASE W2; AND THE LANDS INCLUDED IN ALL STREETS AND ALLEYS SHOWN ON SAID PLAT ARE HEREBY DEDICATED, GRANTED, AND DONATED TO THE USE OF THE PUBLIC FOREVER; AND THE USE OF THE LANDS INCLUDED IN ALL PUBLIC STORM DRAINAGE EASEMENTS, PUBLIC SIDEWALK MAINTENANCE EASEMENTS, AND PUBLIC NON-MOTORIZED ACCESS EASEMENTS (INCLUDING THOSE AREAS LYING OUTSIDE OF PHASE W2 AS SURVEYED HEREON, AND WITHIN THE HERON'S LANDING SUBDIVISION PRELIMINARY PLAT BOUNDARY) SHOWN ON SAID PLAT ARE HEREBY DEDICATED, GRANTED, AND DONATED TO THE USE OF THE PUBLIC FOREVER; AND THE LANDS INCLUDED IN THE COMMON AREAS ARE HEREBY DEDICATED, GRANTED, AND DONATED TO THE HERON'S LANDING HOMEOWNERS ASSOCIATION.

FURTHERMORE, THIS SURVEY IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 76-4-125(1)(d) M.C.A. TO-WIT: AS CERTIFIED PURSUANT TO 76-4-127: (i) NEW DIVISIONS SUBJECT TO REVIEW UNDER THE MONTANA SUBDIVISION AND PLATTING ACT; (ii) DIVISIONS OR PREVIOUSLY DIVIDED PARCELS RECORDED WITH SANITARY RESTRICTIONS; OR (iii) DIVISIONS OR PARCELS OF LAND THAT ARE EXEMPT FROM THE REQUIREMENTS OF SECTION 76-4-127(1)(a), (1)(b), (1)(c), (1)(d), (1)(e), (1)(f), (1)(g), (1)(h), (1)(i), OR (1)(j); AND PURSUANT TO SECTION 76-4-127 M.C.A. TO-WIT: NOTICE OF CERTIFICATION THAT ADEQUATE SURFACE WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED.

FURTHERMORE, BUYERS OF PROPERTY SHOULD ENSURE THAT THEY HAVE OBTAINED AND REVIEWED ALL SHEETS OF THE PLAT AND ALL DOCUMENTS RECORDED AND FILED IN CONJUNCTION WITH THE PLAT, AND THAT BUYERS OF PROPERTY ARE STRONGLY ENCOURAGED TO CONTACT THE LOCAL PLANNING DEPARTMENT AND BECOME INFORMED OF ANY LIMITATIONS ON THE USE OF THE PROPERTY PRIOR TO CLOSING.

THE UNDERSIGNED HEREBY GRANT UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER, OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REMOVAL OF THEIR LINES AND FACILITIES, INCLUDING UNDER, OVER, AND ACROSS EACH AREA (INCLUDING THOSE AREAS LYING OUTSIDE OF AND ADJACENT TO THE EXTERIOR BOUNDARY OF THIS SUBDIVISION) DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER.

TITLE: _____

STATE OF _____
COUNTY OF _____

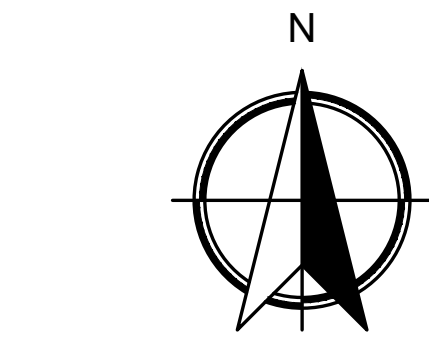
OF _____, 20_____, BY _____, ACTING IN

SS_____

PRINTED NAME

SHEET 1 OF 3
DATE: FEBRUARY 2022
DRAFT: CEG
PROJECT NO.: 21-03-30.2
FILE NO.: 210330_FPLAT-W2.DWG
LAYOUT TAB: SHT1

SUBDIVISION PLAT OF



I, KIRK F. ADKINS, PROFESSIONAL LAND SURVEYOR, MONTANA LICENSE NO. 16734LS,
HEREBY CERTIFY THOSE ITEMS SHOWN ON THIS PLAT PERTAINING TO THE PRACTICE
OF LAND SURVEYING AS DEFINED IN TITLE 37, CHAPTER 67, MONTANA CODE
ANNOTATED, REPRESENT A SURVEY MADE UNDER MY DIRECT SUPERVISION, AND
FURTHER THIS SURVEY WAS COMPLETED ON THE DATE SHOWN HEREON ACCORDING
TO THE PROVISIONS OF TITLE 76, CHAPTER 3, MONTANA CODE ANNOTATED.

UNLESS SIGNED, SEALED, AND DATED, THIS IS A PRELIMINARY OR UNOFFICIAL DOCUMENT AND CANNOT BE RELIED UPON IN WHOLE OR PART.

CERTIFICATION OF CITY PLANNER

DATED THIS _____ DAY OF _____, 20____, _____
LAND USE PLANNER

CERTIFICATE OF MISSOULA CITY/COUNTY HEALTH DEPARTMENT

DATED THIS _____ DAY OF _____, 20____, _____
CITY/COUNTY SANITARIAN

CERTIFICATE OF CITY ENGINEER

I, _____, CITY ENGINEER OF THE CITY OF MISSOULA, MISSOULA COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND I FIND THAT IT CONFORMS TO THE SURVEYING AND ROADWAY REQUIREMENTS OF STATE AND LOCAL REGULATIONS ENACTED PURSUANT THERETO.

DATED THIS _____ DAY OF _____, 20____.

CERTIFICATE OF CITY ATTORNEY

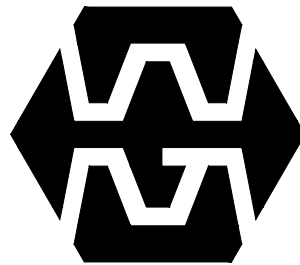
I, _____, CITY ATTORNEY OF THE CITY OF MISSOULA, MISSOULA COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE CERTIFICATE OF TITLE OF THIS PLAT AND FIND THAT IT CONFORMS TO THE REQUIREMENTS OF SECTION 76-3-612, M.C.A., AND STATE AND LOCAL REGULATIONS ENACTED PURSUANT THERETO.

DATED THIS _____ DAY OF _____, 20____, _____
CITY ATTORNEY

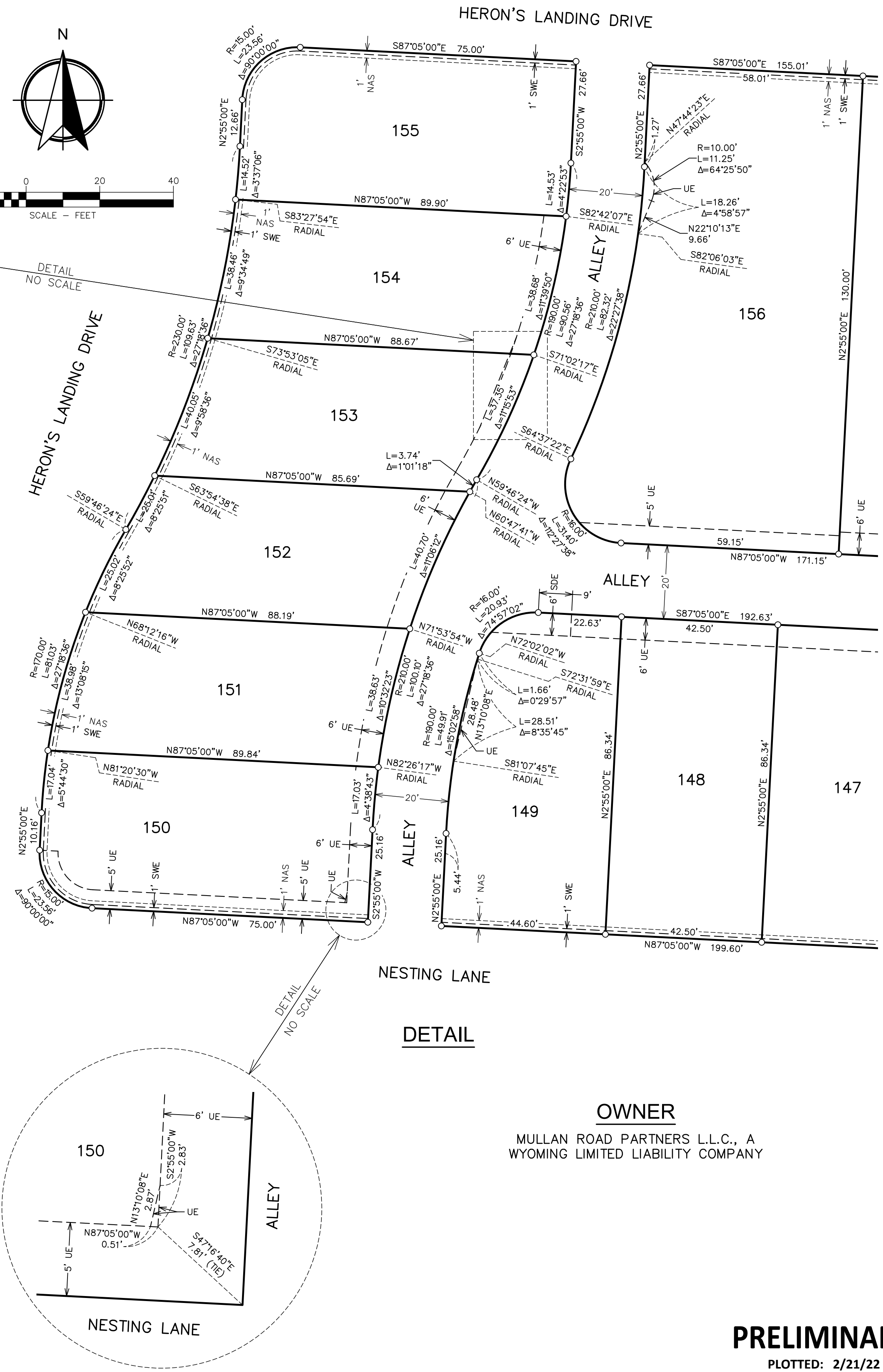
EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____, AND IT HAVING BEEN MADE TO APPEAR THAT THIS PLAT, BEING THE PLATTED AREA HEREIN CONTAINED, AND IT SO APPEARING THAT IT IS IN THE PUBLIC INTEREST TO ACCEPT AND APPROVE FOR THE PUBLIC, ALL STREET AND ALLEY RIGHTS-OF-WAY, PUBLIC SIDEWALK MAINTENANCE EASEMENTS, PUBLIC NON-MOTORIZED ACCESS EASEMENTS, PUBLIC STORM DRAINAGE EASEMENTS, AND UTILITY EASEMENTS WITHIN SAID TRACT AND UTILITY EASEMENTS LYING OUTSIDE OF AND ADJACENT TO SAID TRACT. THEREFORE, HAVING BEEN DULY APPROVED BY THE COUNCIL OF THE CITY OF MISSOULA, MONTANA ON THIS DATE, IT IS HEREBY CERTIFIED APPROVED BY THE UNDERSIGNED.

DATED THIS _____ DAY OF _____, 20____, _____
MAYOR, CITY OF MISSOULA, MONTANA

CLERK, CITY OF MISSOULA, MONTANA



WWW.WGMGROUP.COM



MULLAN ROAD PARTNERS L.L.C., A
WYOMING LIMITED LIABILITY COMPANY

PRELIMINARY

PLOTTED: 2/21/22
SAVED: 2/21/22

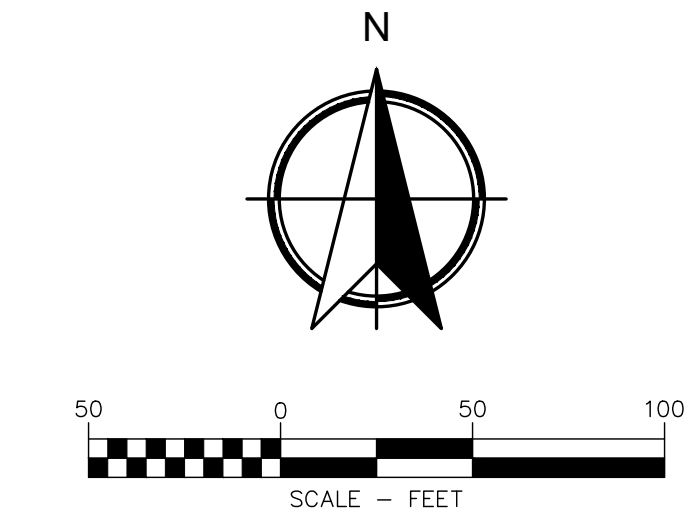
MISSOULA COUNTY TRACKING #22-_____

SUBDIVISION PLAT OF
HERON'S LANDING, PHASE W2
A SUBDIVISION OF THE CITY OF MISSOULA, COUNTY OF MISSOULA, MONTANA
LOCATED IN THE N 1/2 OF SECTION 13,
T. 13 N., R. 20 W., PRINCIPAL MERIDIAN, MONTANA



LOT AREA TABLE	
LOT NO.	LOT AREA (SQ.FT.)
115	6,072
116	6,120
117	6,120
118	6,120
119	6,120
120	6,120
121	6,348
122	8,293
123	6,120
124	6,120
125	6,120
126	6,120
127	6,072
128	6,623
129	6,695
130	6,719
131	6,725
CA	COMMON AREA
145	3,621
146	3,669
147	3,669
148	3,669
149	3,619
150	3,746
151	3,389
152	3,291
153	3,319
154	3,398
155	3,747
156	8,282
157	7,280
158	7,232
CA 11-W2	144,259

AREAS
LOT AREA = 3.92 ACRES (170,558 SQ.FT.)
COMMON AREA = 3.31 ACRES (144,259 SQ.FT.)
STREET AREA = 3.47 ACRES (151,171 SQ.FT.)
TOTAL AREA = 10.70 ACRES (465,988 SQ.FT.)



BASIS OF BEARINGS
HERON'S LANDING, PHASE W1

- LEGEND**
- SET 5/8 in. X 24 in. REBAR WITH 1 1/4 in. YELLOW PLASTIC CAP (WGM GROUP KFA 16734LS)
 - ⊙ FOUND 1 1/4 in. YELLOW PLASTIC CAP (WGM GROUP KFA 16734LS)
 - ⊙ FOUND 1 1/4 in. YELLOW PLASTIC CAP (ELI 37135)
 - RM REFERENCE MONUMENT
 - UE UTILITY EASEMENT
 - SDE PUBLIC STORM DRAINAGE EASEMENT
 - SWE PUBLIC SIDEWALK MAINTENANCE EASEMENT
 - NMAE PUBLIC NON-MOTORIZED ACCESS EASEMENT
 - NAS NO ACCESS STRIP (ACCESS CONTROL LINE) (NOT DRAWN TO SCALE FOR CLARITY)
 - UE1 UTILITY EASEMENT PER HERON'S LANDING, PHASE W1
 - NMAE1 PUBLIC NON-MOTORIZED ACCESS EASEMENT PER HERON'S LANDING, PHASE W1
 - CA COMMON AREA
 - COS CERTIFICATE OF SURVEY
 - NTS NOT TO SCALE
 - R1 RECORD AND FOUND DATA PER HERON'S LANDING, PHASE W1
 - R2 RECORD AND FOUND DATA PER CERTIFICATE OF SURVEY NO. 5963
- NOTE:
ALL BEARINGS, DISTANCES, AND CURVE DATA SHOWN ARE FOUND OR SET, UNLESS OTHERWISE NOTED.

1/4 SEC. T. R.
13 13N. 20W.
SHEET 2 OF 3
DATE: FEBRUARY 2022
DRAFT: CEG
PROJECT NO.: 21-03-30.2
FILE NO.: 210330_FPLAT-W2.DWG
LAYOUT TAB: SHT2



PRELIMINARY
PLOTTED: 2/21/22
SAVED: 2/21/22

MISSOULA COUNTY TRACKING #22-_____

CONDITIONS OF APPROVAL OF
HERON'S LANDING, PHASE W2
A SUBDIVISION OF THE CITY OF MISSOULA, COUNTY OF MISSOULA, MONTANA
LOCATED IN THE N 1/2 OF SECTION 13,
T. 13 N., R. 20 W., PRINCIPAL MERIDIAN, MONTANA

LEGEND

- UE UTILITY EASEMENT
SDE PUBLIC STORM DRAINAGE EASEMENT
SWE PUBLIC SIDEWALK MAINTENANCE EASEMENT
NMAE PUBLIC NON-MOTORIZED ACCESS EASEMENT
NAS NO ACCESS STRIP (ACCESS CONTROL LINE)
(NOT DRAWN TO SCALE FOR CLARITY)
UE1 UTILITY EASEMENT PER HERON'S LANDING, PHASE W1
NMAE1 PUBLIC NON-MOTORIZED ACCESS EASEMENT PER
HERON'S LANDING, PHASE W1
CA COMMON AREA
COS CERTIFICATE OF SURVEY

CERTIFICATE OF LANDOWNER:

THE UNDERSIGNED HEREBY CERTIFIES THAT THE TEXT AND/OR GRAPHICS SHOWN ON THE CONDITIONS OF APPROVAL SHEET (SHEET 3 OF 3 OF THIS PLAT) REPRESENT REQUIREMENTS BY THE GOVERNING BODY FOR FINAL PLAT APPROVAL AND THAT ALL CONDITIONS OF SUBDIVISION APPLICATION FOR THIS PHASE OF THE SUBDIVISION HAVE BEEN SATISFIED, AND THE INFORMATION SHOWN IS CURRENT AS OF THE DATE OF THE CERTIFICATION REQUIRED IN ARM 24.183.1107(4)(b), AND THAT CHANGES TO ANY LAND USE RESTRICTIONS OR ENCUMBRANCES MAY BE MADE BY AMENDMENTS TO COVENANTS, ZONING REGULATIONS, EASEMENTS, OR OTHER DOCUMENTS AS ALLOWED BY LAW OR BY LOCAL REGULATIONS.

MULLAN ROAD PARTNERS L.L.C., A WYOMING LIMITED LIABILITY COMPANY

BY: _____

TITLE: _____

ACKNOWLEDGEMENT*****

STATE OF _____
COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY

OF _____, 20____, BY _____, ACTING

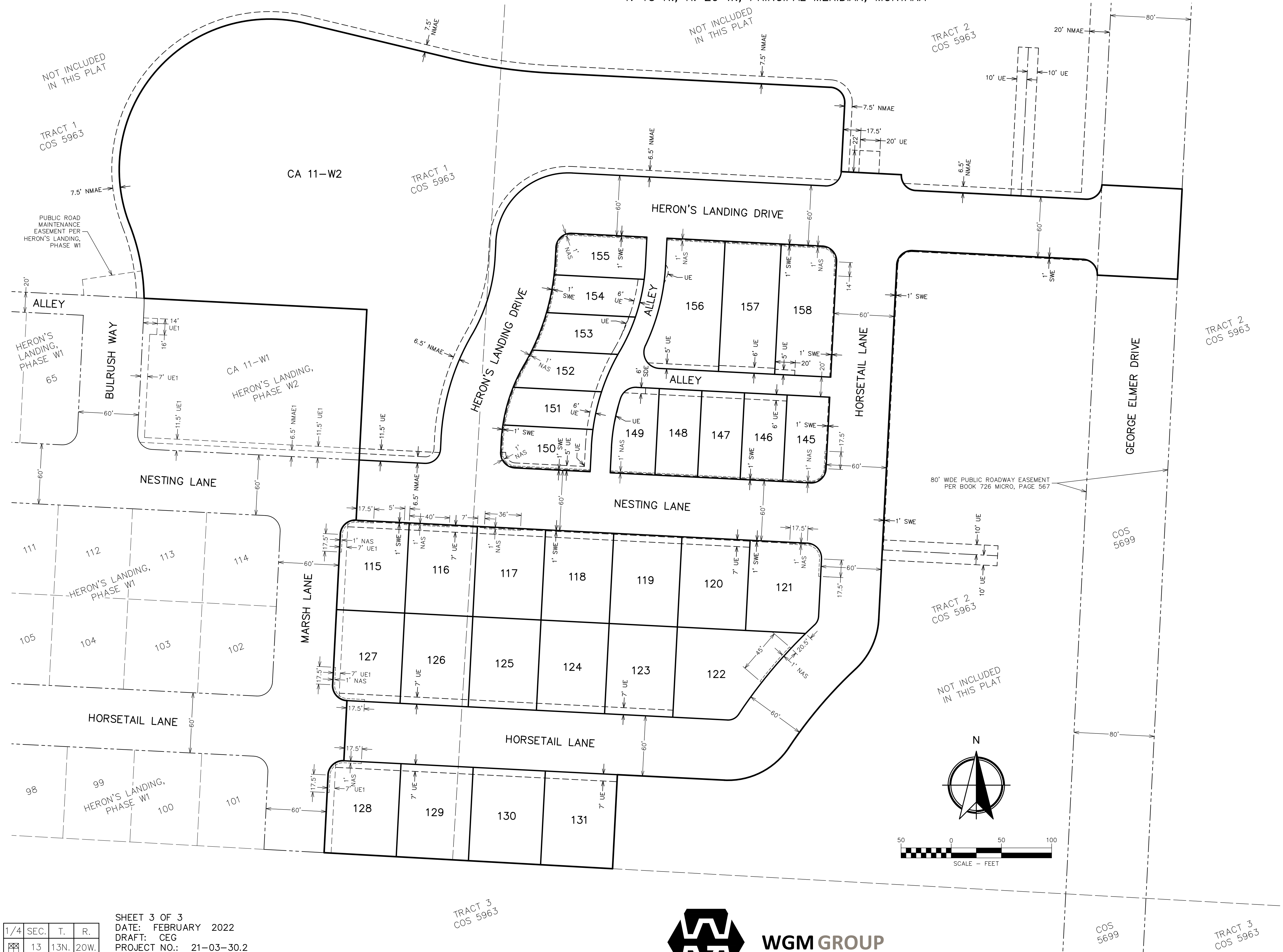
IN THE CAPACITY OF _____ FOR MULLAN ROAD PARTNERS
L.L.C., A WYOMING LIMITED LIABILITY COMPANY.

SS _____

PRINTED NAME _____

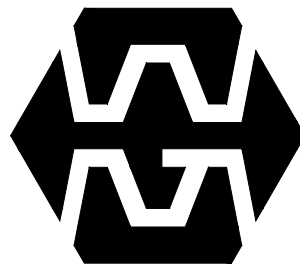
THE FOLLOWING NOTES ARE PLACED HEREON AS REQUIRED BY THE CITY OF MISSOULA:

- 1) ACCEPTANCE OF A DEED FOR A LOT WITHIN THIS SUBDIVISION SHALL CONSTITUTE THE ASSENT OF THE OWNERS TO ANY FUTURE SID/RSID, BASED ON BENEFIT, FOR THE UPGRADING OF STREETS WITHIN THIS SUBDIVISION, INCLUDING BUT NOT LIMITED TO PAVING, CURBS AND GUTTERS, NON-MOTORIZED FACILITIES, STREET WIDENING AND DRAINAGE FACILITIES.
- 2) THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA AND SUBJECT TO THE REQUIREMENTS OF THE AIRPORT INFLUENCE AREA RESOLUTION. THE HERON'S LANDING SUBDIVISION MAY ALSO BE WITHIN AN EXTENDED APPROACH AND DEPARTURE ZONE FOR A PROPOSED SECOND RUNWAY AS SHOWN IN THE AIRPORT AUTHORITY'S 2004 PLAN AND LOT OWNERS SHOULD BE AWARE OF THE RESULTANT SAFETY RISK. LOT OWNERS SHOULD CONSULT THE AIRPORT LAYOUT PLAN AND ANY RELEVANT DOCUMENTS TO DETERMINE THE STATUS OF THE PROPOSED RUNWAY LOCATION AT THE TIME OF PURCHASE.
- 3) THERE ARE NO WATER RIGHTS ASSOCIATED WITH HERON'S LANDING LEGALLY DESCRIBED AS TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY NO. 5963.
- 4) ACCEPTANCE OF A DEED FOR A LOT WITHIN THIS SUBDIVISION SHALL CONSTITUTE WAIVER OF THE RIGHT TO PROTEST AND THE ASSENT OF THE OWNERS, SUCCESSORS, OR ASSIGNS TO ANY FUTURE STREET LIGHTING DISTRICT, BASED ON BENEFIT, FOR THE INSTALLATION AND MAINTENANCE OF STREET LIGHTING WITHIN THE HERON'S LANDING STREET LIGHTING DISTRICT.
- 5) THIS SUBDIVISION IS LOCATED WITHIN THE MULLAN BUILD PROJECT AREA AND GEORGE ELMER DRIVE, WHICH PROVIDES ACCESS TO THE SUBDIVISION PROPERTY, IS PLANNED TO BE IMPROVED AS PART OF THE MULLAN BUILD PROJECT. FEDERAL FUNDS ARE PLANNED TO PAY FOR A PORTION OF THE MULLAN BUILD IMPROVEMENTS. FUNDING MECHANISMS ARE CURRENTLY BEING EXPLORED TO PAY FOR THE REMAINDER OF THE IMPROVEMENTS. THE FUNDING MECHANISMS MAY INCLUDE, BUT ARE NOT LIMITED TO, A SPECIAL IMPROVEMENT DISTRICT, IMPACT FEE, LATECOMERS FEE, OR COST SHARE AGREEMENTS THAT ALLOW THE CITY OF MISSOULA AND MISSOULA COUNTY TO RECOVER THE COST OF CONSTRUCTING INFRASTRUCTURE FROM THE PROPERTIES THAT BENEFIT FROM THE MULLAN BUILD PROJECT. TO THE EXTENT THAT SUCH FUNDING MECHANISM(S) IS CREATED IN ACCORDANCE WITH STATE LAW AND APPLICABLE PRINCIPLES OF LAND USE LAW UPON ACCEPTANCE OF A DEED FOR A LOT WITHIN THIS SUBDIVISION, THE OWNERS, SUCCESSORS, OR ASSIGNS, SHALL PARTICIPATE IN AND BE BOUND BY THE FEES ASSESSED AND NOT OPPOSE THE CREATION OF OR PARTICIPATION IN SUCH A DISTRICT.



1/4	SEC.	T.	R.
<input checked="" type="checkbox"/>	13	13N.	20W.
<input type="checkbox"/>			
<input type="checkbox"/>			

SHEET 3 OF 3
DATE: FEBRUARY 2022
DRAFT: CEG
PROJECT NO.: 21-03-30.2
FILE NO.: 210330_FPLAT-W2.DWG
LAYOUT TAB: SHT3



WGM GROUP
WWW.WGMGROUP.COM

PRELIMINARY
PLOTTED: 2/21/22
SAVED: 2/21/22

MISSOULA COUNTY TRACKING #22-_____



WGM GROUP
WWW.WGMGROUP.COM

PRELIMINARY

TYPICAL STREET SECTIONS
HERON'S LANDING PHASE W2
MISSOULA, MONTANA

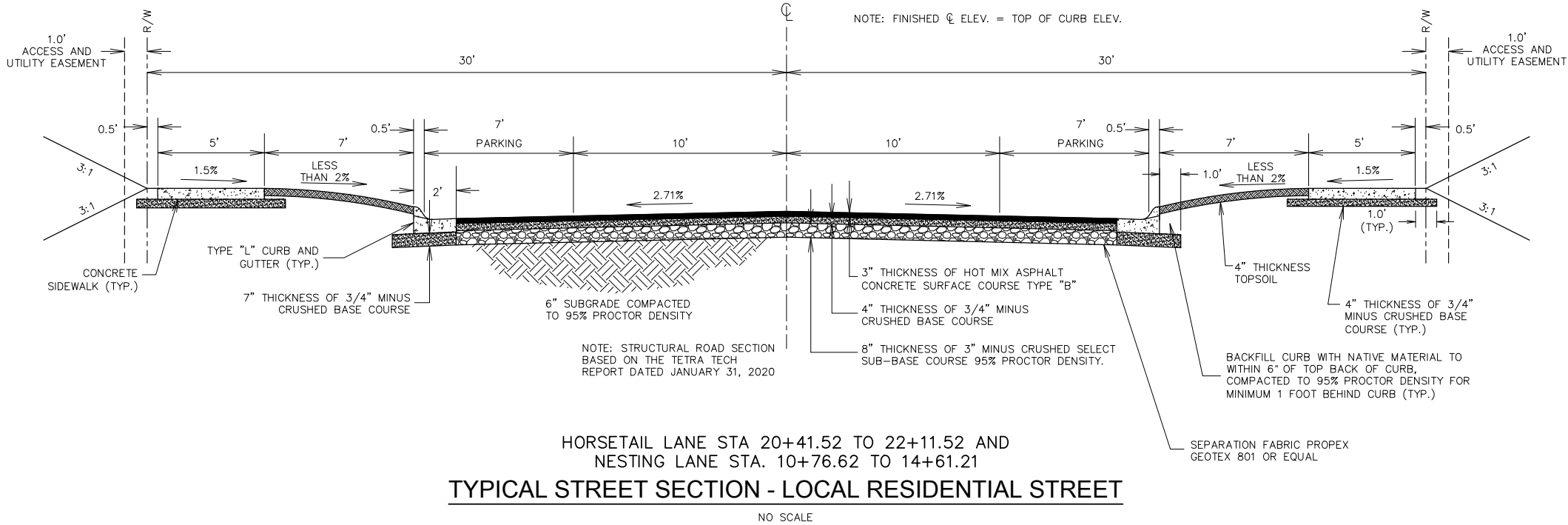
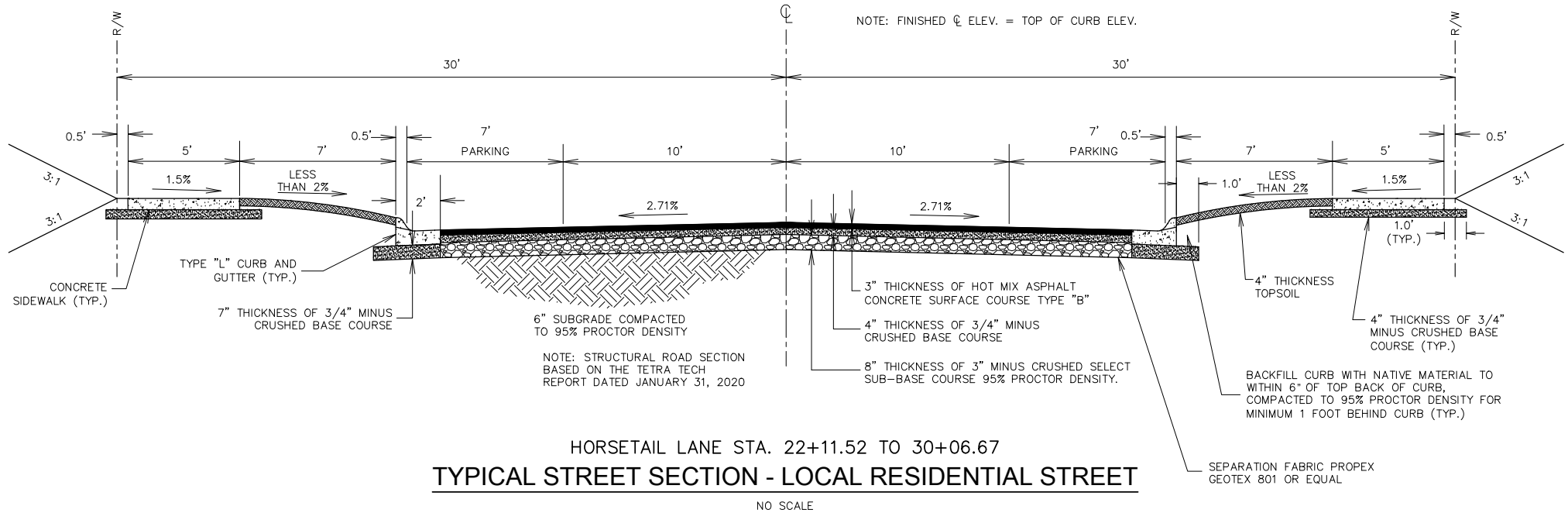
REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT: 21-03-30
LAYOUT: ST8
SURVEYED: WGM GROUP
DESIGN: DH
DRAFT: RH
APPROVE: DH
DATE:

FEBRUARY 2022

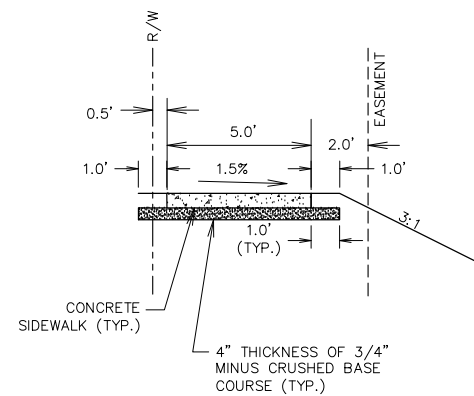
SHEET

ST8

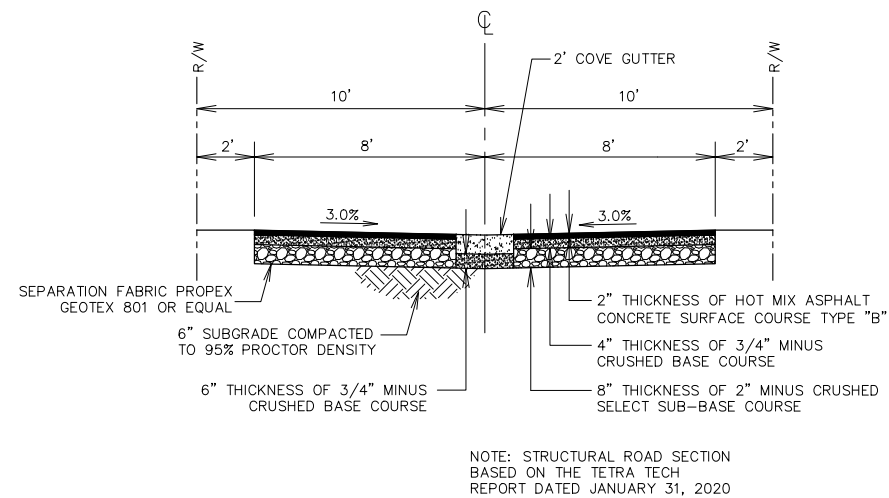


FILE: W:\Projects\210330\CAD Data\Design\PHASE W2\210330-W2-ST8.dwg

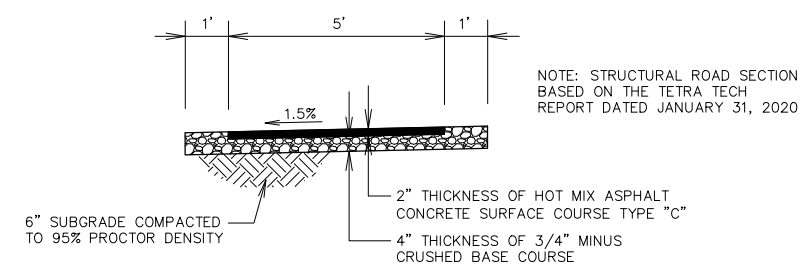
PRELIMINARY



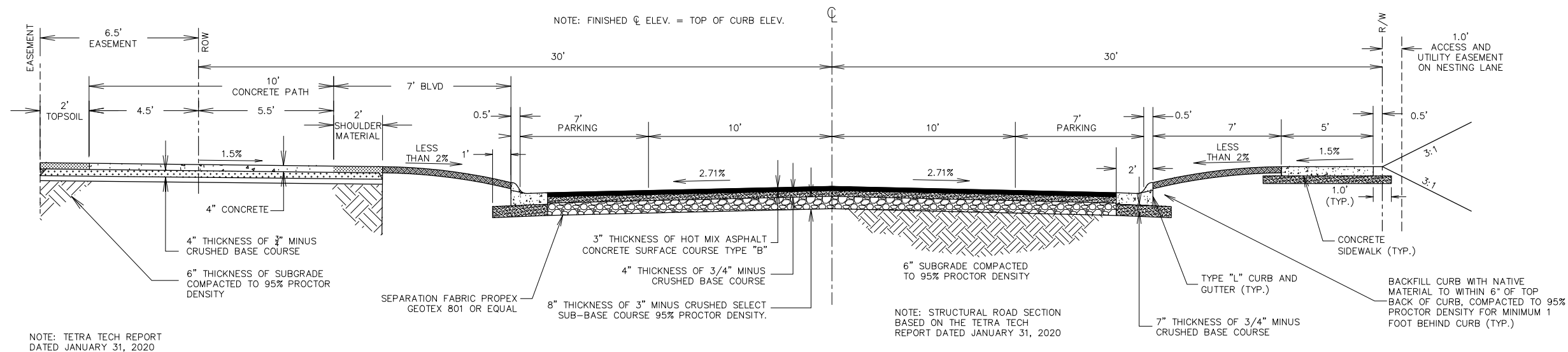
SIDEWALK A TYPICAL SECTION
NO SCALE



TYPICAL 16' ALLEY SECTION
NO SCALE



TEMPORARY ASPHALT SIDEWALK SECTION
NO SCALE



**HERON'S LANDING DRIVE AND
NESTING LANE STA. 9+66.25 TO 10+76.62**
TYPICAL SECTION - LOCAL RESIDENTIAL STREET WITH 10' PATH
NO SCALE

TYPICAL STREET SECTIONS
HERON'S LANDING PHASE W2
MISSOULA, MONTANA

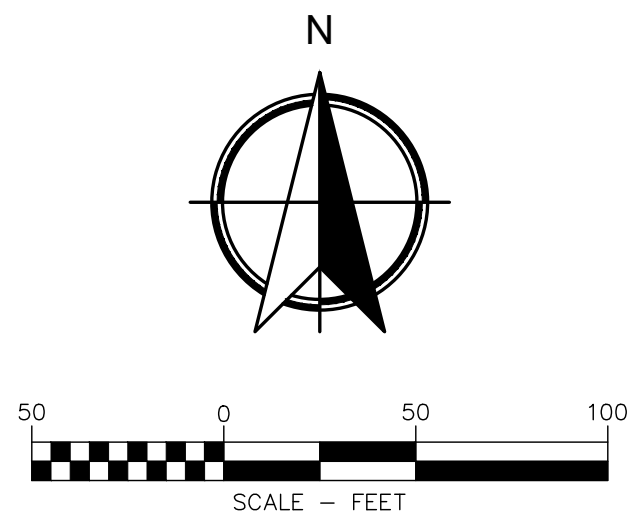
REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT: 21-03-30
LAYOUT: ST9
SURVEYED: WGM GROUP
DESIGN: DH
DRAFT: RH
APPROVE: DH
DATE:

FEBRUARY 2022

ST9

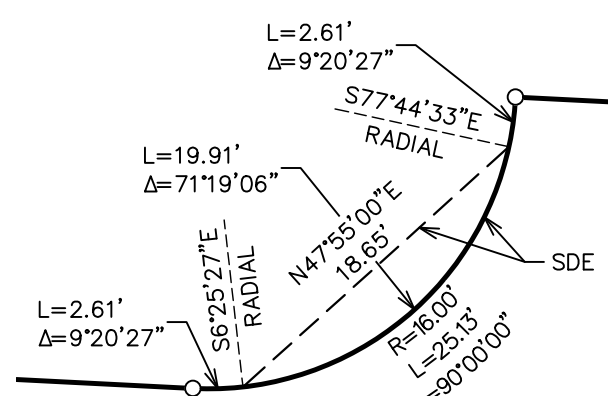
FILE: W:\Projects\210330\CAD Data\Design\PHASE W2\210330-W2-ST.dwg



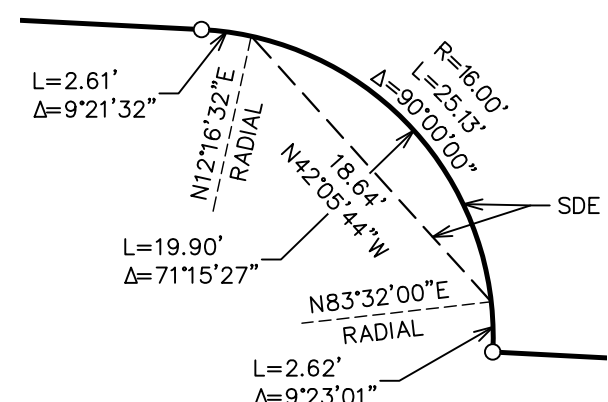
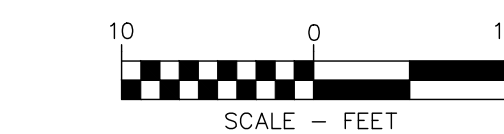
BASIS OF BEARINGS
HERON'S LANDING, PHASE W1

LEGEND

- SET 5/8 in. X 24 in. REBAR WITH 1 1/4 in. YELLOW PLASTIC CAP (WGM GROUP KFA 16734LS)
 - ⊙ FOUND 1 1/4 in. YELLOW PLASTIC CAP (WGM GROUP KFA 16734LS)
 - ⊙ FOUND 1 1/4 in. YELLOW PLASTIC CAP (ELI 3713S)
 - ⊙ FOUND 1 1/4 in. YELLOW PLASTIC CAP (FLEMING 9747LS)
 - ANGLE POINT, NOT MONUMENTED
 - RM REFERENCE MONUMENT
 - UE UTILITY EASEMENT
 - SDE PUBLIC STORM DRAINAGE EASEMENT
 - SWE PUBLIC SIDEWALK MAINTENANCE EASEMENT
 - NMAE PUBLIC NON-MOTORIZED ACCESS EASEMENT
 - IDE PRIVATE IRRIGATION DITCH EASEMENT
 - NAS NO ACCESS STRIP (ACCESS CONTROL LINE) (NOT DRAWN TO SCALE FOR CLARITY)
 - NMAE1 PUBLIC NON-MOTORIZED ACCESS EASEMENT PER HERON'S LANDING, PHASE W2
 - CA COMMON AREA
 - COS CERTIFICATE OF SURVEY
 - NTS NOT TO SCALE
 - R1 RECORD AND FOUND DATA PER HERON'S LANDING, PHASE W2
 - R2 RECORD AND FOUND DATA PER CERTIFICATE OF SURVEY NO. 5963
- NOTE:
ALL BEARINGS, DISTANCES, AND CURVE DATA SHOWN ARE FOUND OR SET, UNLESS OTHERWISE NOTED.



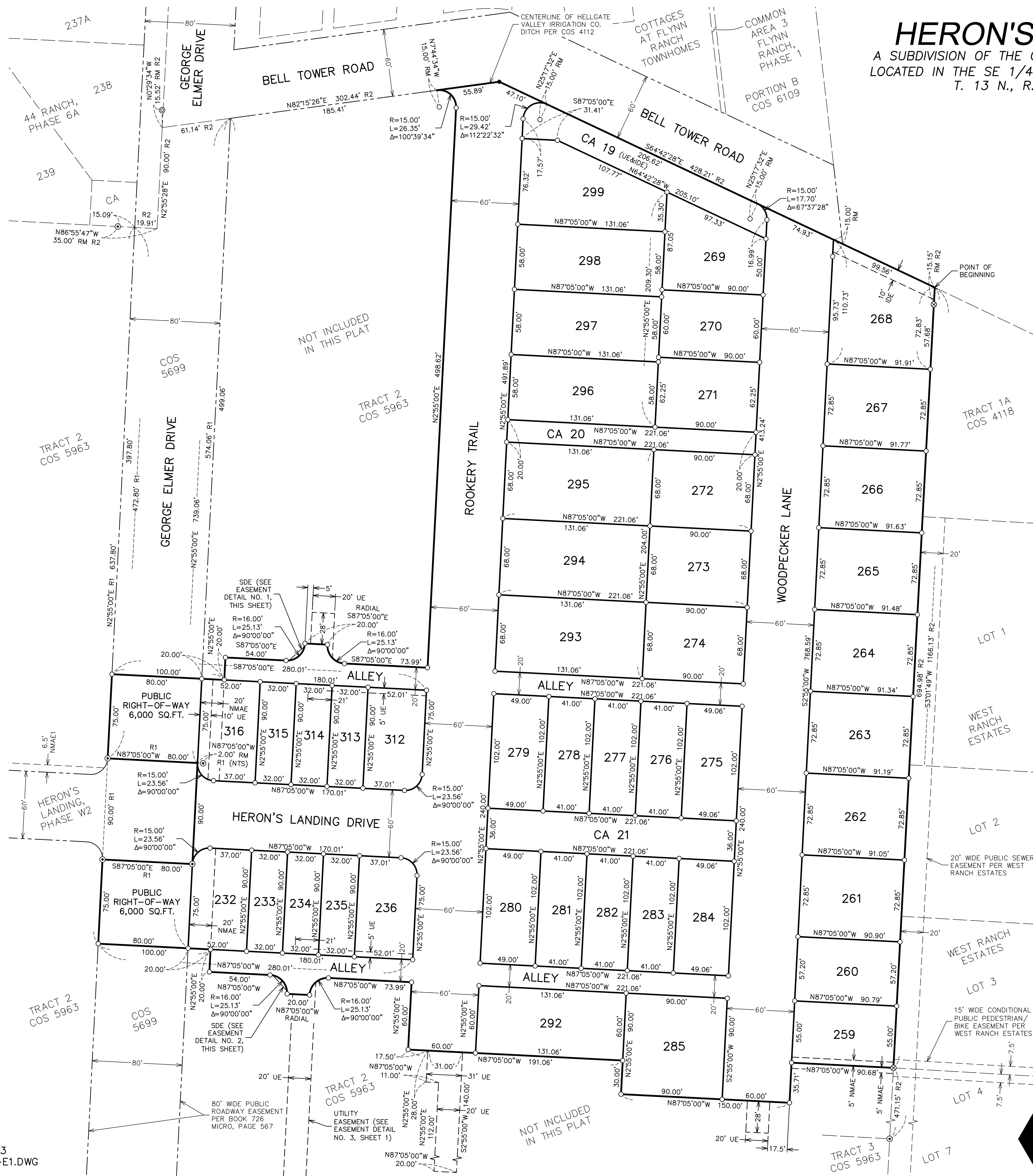
EASEMENT DETAIL NO. 1



EASEMENT DETAIL NO. 2

1/4	SEC.	T.	R.
12	13N.	20W.	
13	13N.	20W.	

SHEET 2 OF 3
DATE: MARCH 2022
DRAFT: CEG
PROJECT NO.: 21-03-30.3
FILE NO.: 210330_FPLAT-E1.DWG
LAYOUT TAB: SHT2



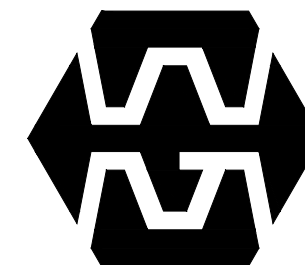
SUBDIVISION PLAT OF
HERON'S LANDING, PHASE E1
A SUBDIVISION OF THE CITY OF MISSOULA, COUNTY OF MISSOULA, MONTANA
LOCATED IN THE SE 1/4 OF SECTION 12 AND THE NE 1/4 OF SECTION 13,
T. 13 N., R. 20 W., PRINCIPAL MERIDIAN, MONTANA

LOT AREA TABLE

LOT NO.	LOT AREA (SQ.FT.)
232	4,632
233	2,880
234	2,880
235	2,880
236	4,633
259	4,991
260	5,196
261	6,628
262	6,638
263	6,649
264	6,659
265	6,670
266	6,680
267	6,691
268	8,444
269	6,167
270	5,400
271	5,603
272	6,120
273	6,120
274	6,120
275	5,004
276	4,182
277	4,182
278	4,182
279	4,998
280	4,998
281	4,182
282	4,182
283	4,182
284	5,004
285	8,100
292	7,864
293	8,912
294	8,912
295	8,912
296	7,601
297	7,601
298	7,601
299	7,959
312	4,633
313	2,880
314	2,880
315	2,880
316	4,632
CA 19	6,046
CA 20	4,421
CA 21	7,958

AREAS

LOT AREA = 5.86 ACRES (255,144 SQ.FT.)
COMMON AREA = 0.42 ACRES (18,425 SQ.FT.)
STREET AREA = 3.21 ACRES (139,738 SQ.FT.)
TOTAL AREA = 9.49 ACRES (413,307 SQ.FT.)

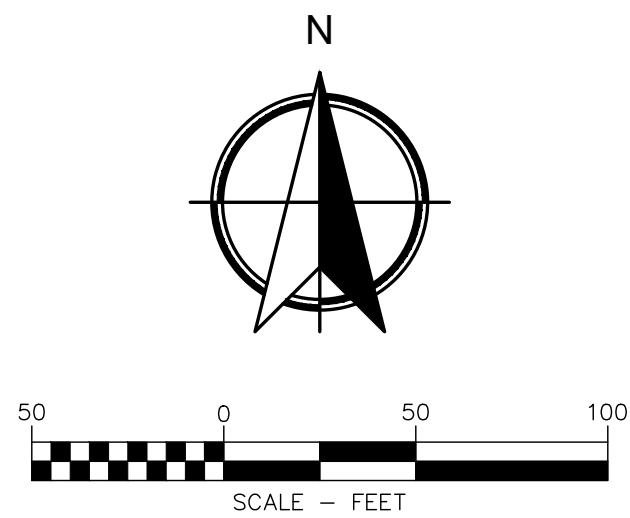


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PRELIMINARY

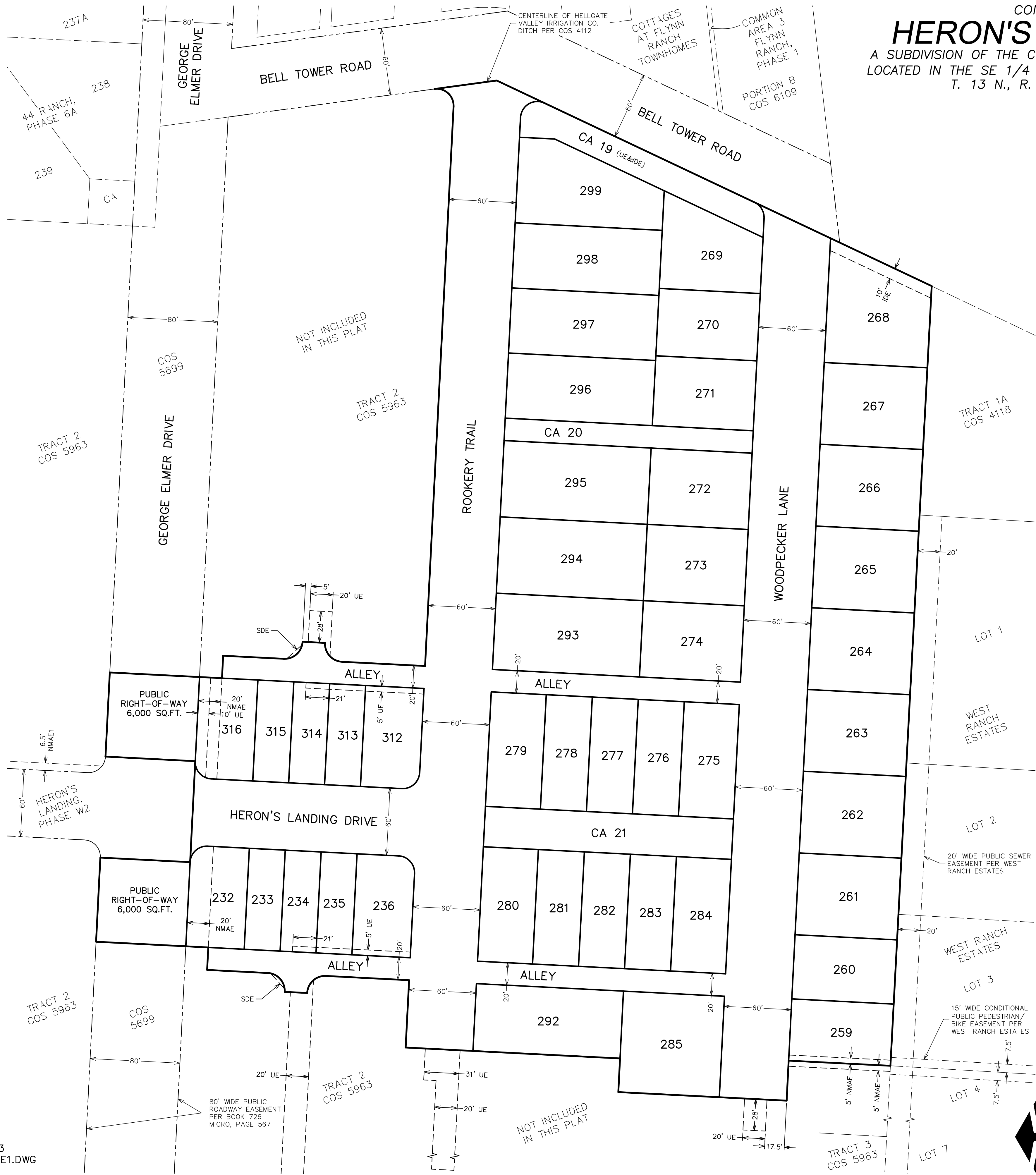
PLOTTED: 2/25/22
SAVED: 2/25/22

MISSOULA COUNTY TRACKING #22-_____



LEGEND

- UE UTILITY EASEMENT
SDE PUBLIC STORM DRAINAGE EASEMENT
SWE PUBLIC SIDEWALK MAINTENANCE EASEMENT
NMAE PUBLIC NON-MOTORIZED ACCESS EASEMENT
IDE PRIVATE IRRIGATION DITCH EASEMENT
NAS NO ACCESS STRIP (ACCESS CONTROL LINE)
(NOT DRAWN TO SCALE FOR CLARITY)
NMAE1 PUBLIC NON-MOTORIZED ACCESS EASEMENT PER
HERON'S LANDING, PHASE W2
CA COMMON AREA
COS CERTIFICATE OF SURVEY



CONDITIONS OF APPROVAL OF
HERON'S LANDING, PHASE E1
A SUBDIVISION OF THE CITY OF MISSOULA, COUNTY OF MISSOULA, MONTANA
LOCATED IN THE SE 1/4 OF SECTION 12 AND THE NE 1/4 OF SECTION 13,
T. 13 N., R. 20 W., PRINCIPAL MERIDIAN, MONTANA

CERTIFICATE OF LANDOWNER:
THE UNDERSIGNED HEREBY CERTIFIES THAT THE TEXT AND/OR GRAPHICS SHOWN ON THE CONDITIONS OF APPROVAL SHEET (SHEET 3 OF 3 OF THIS PLAT) REPRESENT REQUIREMENTS BY THE GOVERNING BODY FOR FINAL PLAT APPROVAL AND THAT ALL CONDITIONS OF SUBDIVISION APPLICATION FOR THIS PHASE OF THE SUBDIVISION HAVE BEEN SATISFIED; AND THE INFORMATION SHOWN IS CURRENT AS OF THE DATE OF THE CERTIFICATION REQUIRED IN ARM 24.183.1107(4)(b), AND THAT CHANGES TO ANY LAND USE RESTRICTIONS OR ENCUMBRANCES MAY BE MADE BY AMENDMENTS TO COVENANTS, ZONING REGULATIONS, EASEMENTS, OR OTHER DOCUMENTS AS ALLOWED BY LAW OR BY LOCAL REGULATIONS.

MULLAN ROAD PARTNERS L.L.C., A WYOMING LIMITED LIABILITY COMPANY

BY: _____
TITLE: _____

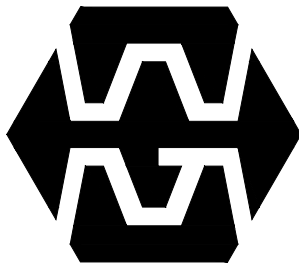
ACKNOWLEDGEMENT*****

STATE OF _____
COUNTY OF _____
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY
OF _____, 20____, BY _____, ACTING
IN THE CAPACITY OF _____ FOR MULLAN ROAD PARTNERS
L.L.C., A WYOMING LIMITED LIABILITY COMPANY.
SS. _____
PRINTED NAME

- THE FOLLOWING NOTES ARE PLACED HEREON AS REQUIRED BY THE CITY OF MISSOULA:
- 1) ACCEPTANCE OF A DEED FOR A LOT WITHIN THIS SUBDIVISION SHALL CONSTITUTE THE ASSENT OF THE OWNERS TO ANY FUTURE SID/RSID, BASED ON BENEFIT, FOR THE UPGRADE OF STREETS WITHIN THIS SUBDIVISION, INCLUDING BUT NOT LIMITED TO PAVING, CURBS AND GUTTERS, NON-MOTORIZED FACILITIES, STREET WIDENING AND DRAINAGE FACILITIES.
 - 2) THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA AND SUBJECT TO THE REQUIREMENTS OF THE AIRPORT INFLUENCE AREA RESOLUTION. THE HERON'S LANDING SUBDIVISION MAY ALSO BE WITHIN AN EXTENDED APPROACH AND DEPARTURE ZONE FOR A PROPOSED SECOND RUNWAY AS SHOWN IN THE AIRPORT AUTHORITY'S 2004 PLAN AND LOT OWNERS SHOULD BE AWARE OF THE RESULTANT SAFETY RISK. LOT OWNERS SHOULD CONSULT THE AIRPORT LAYOUT PLAN AND ANY RELEVANT DOCUMENTS TO DETERMINE THE STATUS OF THE PROPOSED RUNWAY LOCATION AT THE TIME OF PURCHASE.
 - 3) THERE ARE NO WATER RIGHTS ASSOCIATED WITH HERON'S LANDING LEGALLY DESCRIBED AS TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY NO. 5963.
 - 4) ACCEPTANCE OF A DEED FOR A LOT WITHIN THIS SUBDIVISION SHALL CONSTITUTE WAIVER OF THE RIGHT TO PROTEST AND THE ASSENT OF THE OWNERS, SUCCESSORS, OR ASSIGNS TO ANY FUTURE STREET LIGHTING DISTRICT, BASED ON BENEFIT, FOR THE INSTALLATION AND MAINTENANCE OF STREET LIGHTING WITHIN THE HERON'S LANDING STREET LIGHTING DISTRICT.
 - 5) THIS SUBDIVISION IS LOCATED WITHIN THE MULLAN BUILD PROJECT AREA AND GEORGE ELMER DRIVE, WHICH PROVIDES ACCESS TO THE SUBDIVISION PROPERTY, IS PLANNED TO BE IMPROVED AS PART OF THE MULLAN BUILD PROJECT. FEDERAL FUNDS ARE PLANNED TO PAY FOR A PORTION OF THE MULLAN BUILD IMPROVEMENTS. FUNDING MECHANISMS ARE CURRENTLY BEING EXPLORED TO PAY FOR THE REMAINDER OF THE IMPROVEMENTS. THE FUNDING MECHANISMS MAY INCLUDE, BUT ARE NOT LIMITED TO, A SPECIAL IMPROVEMENT DISTRICT, IMPACT FEE, LATECOMERS FEE, OR COST SHARE AGREEMENTS THAT ALLOW THE CITY OF MISSOULA AND MISSOULA COUNTY TO RECOVER THE COST OF CONSTRUCTING INFRASTRUCTURE FROM THE PROPERTIES THAT BENEFIT FROM THE MULLAN BUILD PROJECT. TO THE EXTENT THAT SUCH FUNDING MECHANISM(S) IS CREATED IN ACCORDANCE WITH STATE LAW AND APPLICABLE PRINCIPLES OF LAND USE LAW, UPON ACCEPTANCE OF A DEED FOR A LOT WITHIN THIS SUBDIVISION, THE OWNERS, SUCCESSORS, OR ASSIGNS, SHALL PARTICIPATE IN AND BE BOUND BY THE FEES ASSESSED AND NOT OPPOSE THE CREATION OF OR PARTICIPATION IN SUCH A DISTRICT.

1/4	SEC.	T.	R.
	12	13N.	20W.
	13	13N.	20W.

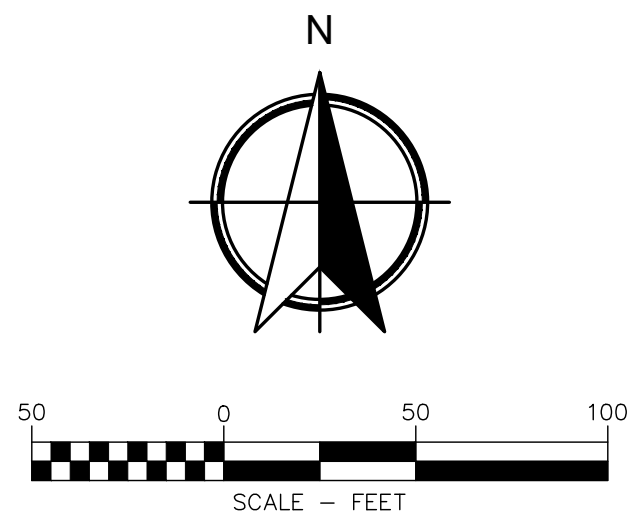
SHEET 3 OF 3
DATE: MARCH 2022
DRAFT: CEG
PROJECT NO.: 21-03-30.3
FILE NO.: 210330_FPLAT-E1.DWG
LAYOUT TAB: SHT3



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PRELIMINARY
PLOTTED: 2/25/22
SAVED: 2/25/22

MISSOULA COUNTY TRACKING #22-_____



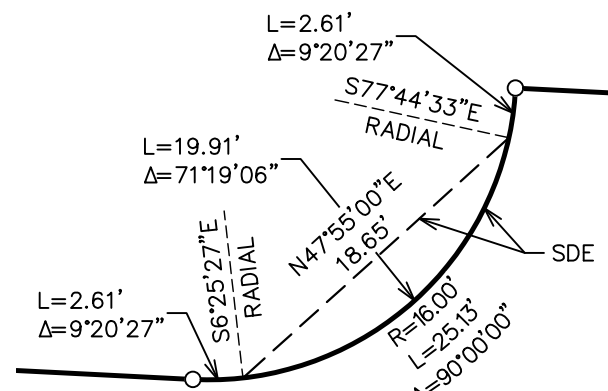
BASIS OF BEARINGS

HERON'S LANDING, PHASE W1

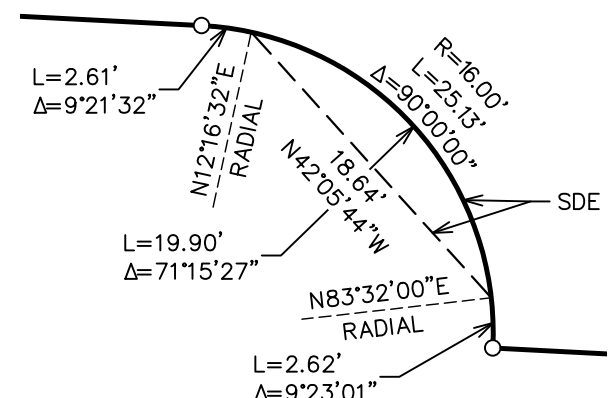
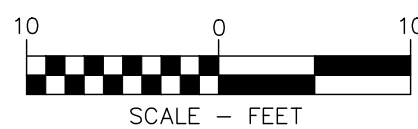
LEGEND

- SET 5/8 in. X 24 in. REBAR WITH 1 1/4 in. YELLOW PLASTIC CAP (WGM GROUP KFA 16734LS)
- ⊙ FOUND 1 1/4 in. YELLOW PLASTIC CAP (WGM GROUP KFA 16734LS)
- ⊙ FOUND 1 1/4 in. YELLOW PLASTIC CAP (ELI 3713S)
- ⊙ FOUND 1 1/4 in. YELLOW PLASTIC CAP (FLEMING 9747LS)
- ANGLE POINT, NOT MONUMENTED
- RM REFERENCE MONUMENT
- UE UTILITY EASEMENT
- SDE PUBLIC STORM DRAINAGE EASEMENT
- SWE PUBLIC SIDEWALK MAINTENANCE EASEMENT
- NMAE PUBLIC NON-MOTORIZED ACCESS EASEMENT
- IDE PRIVATE IRRIGATION DITCH EASEMENT
- NAS NO ACCESS STRIP (ACCESS CONTROL LINE) (NOT DRAWN TO SCALE FOR CLARITY)
- NMAE1 PUBLIC NON-MOTORIZED ACCESS EASEMENT PER HERON'S LANDING, PHASE W2
- CA COMMON AREA
- COS CERTIFICATE OF SURVEY
- NTS NOT TO SCALE
- R1 RECORD AND FOUND DATA PER HERON'S LANDING, PHASE W2
- R2 RECORD AND FOUND DATA PER CERTIFICATE OF SURVEY NO. 5963

NOTE:
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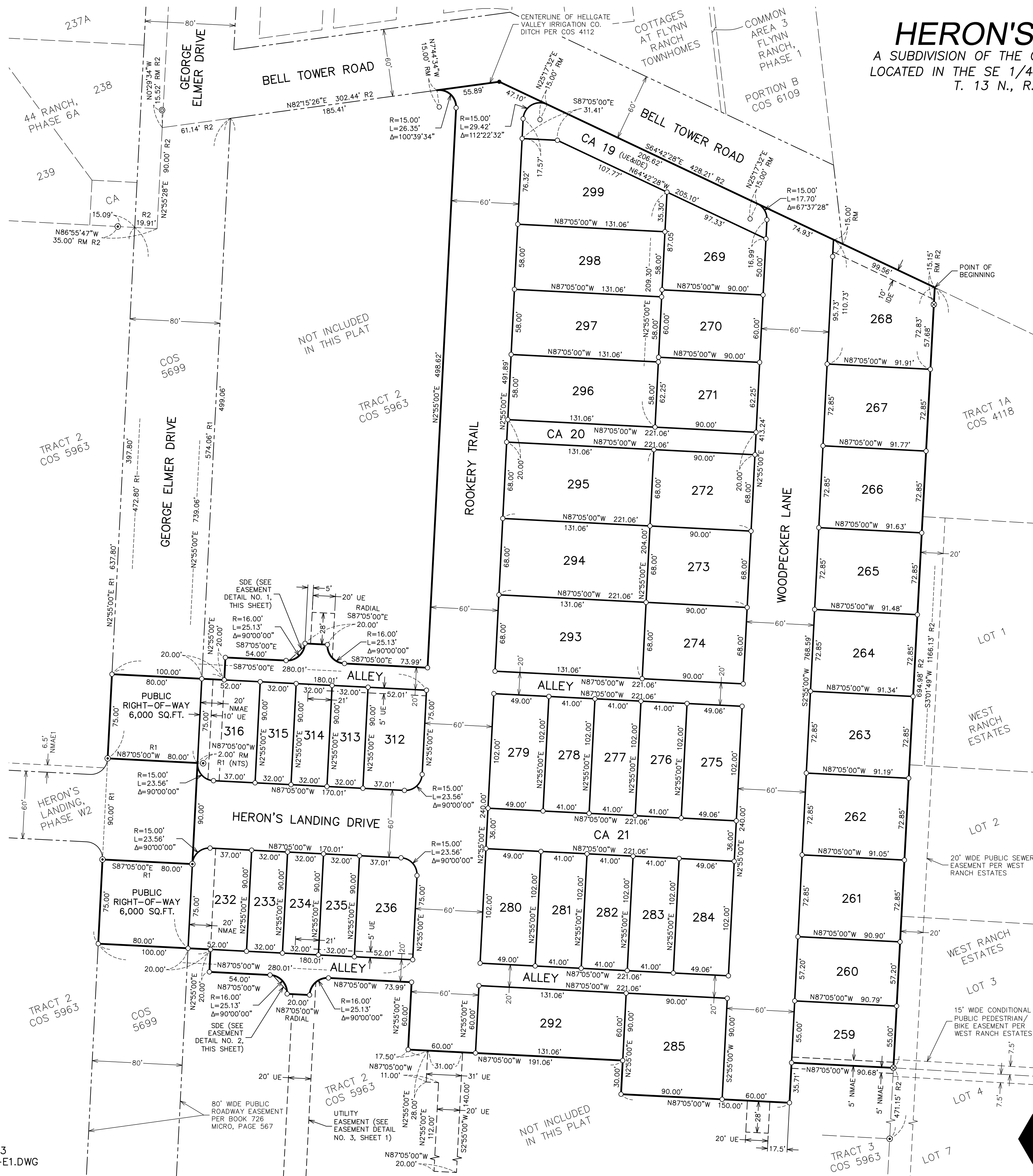
EASEMENT DETAIL NO. 1



EASEMENT DETAIL NO. 2

1/4	SEC.	T.	R.
12	13N.	20W.	
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SHEET 2 OF 3
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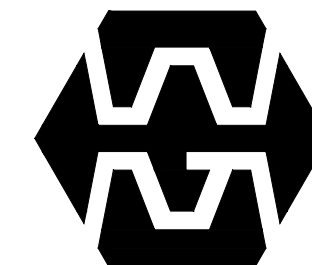
SUBDIVISION PLAT OF
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A SUBDIVISION OF THE CITY OF MISSOULA, COUNTY OF MISSOULA, MONTANA
LOCATED IN THE SE 1/4 OF SECTION 12 AND THE NE 1/4 OF SECTION 13,
T. 13 N., R. 20 W., PRINCIPAL MERIDIAN, MONTANA

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TABLE

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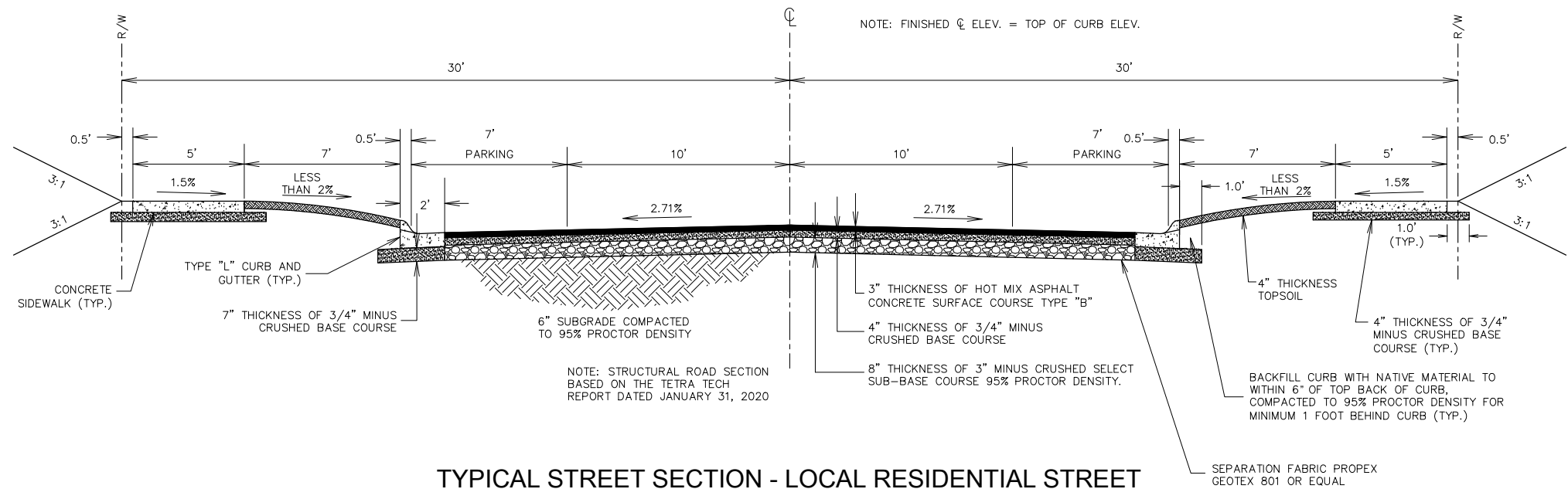


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PRELIMINARY
PLOTTED: 2/25/22
SAVED: 2/25/22

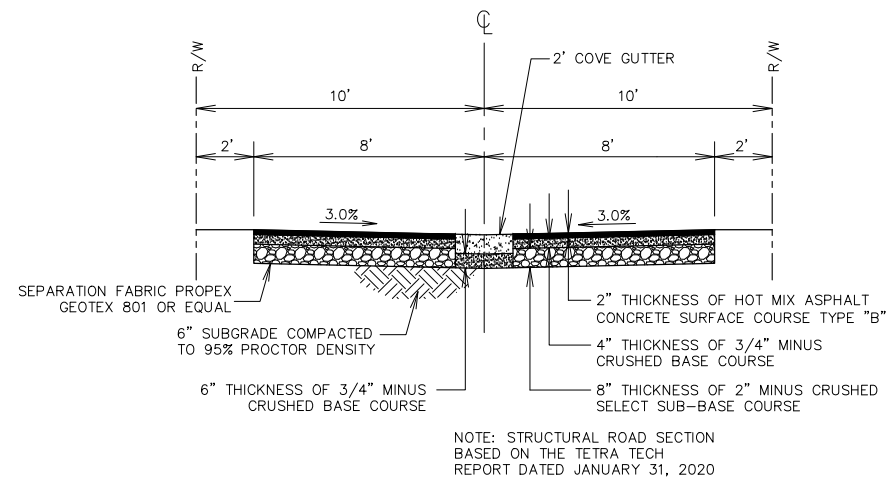
MISSOULA COUNTY TRACKING #22-_____

PRELIMINARY



TYPICAL STREET SECTION - LOCAL RESIDENTIAL STREET

NO SCALE



TYPICAL 16' ALLEY SECTION

NO SCALE

TYPICAL STREET SECTIONS
HERON'S LANDING - PHASE E1
MISSOULA, MONTANA

REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT: 21-03-30
LAYOUT: ST9
SURVEYED: WGM GROUP
DESIGN: DH
DRAFT: RH
APPROVE: DH
DATE:

FEBRUARY 2022

SHEET
ST9

FILE: W:\Projects\210330\CAD Data\Design\PHASE E1\210330-E1-ST.dwg

After recording return to:
William VanCanagan
Datsopoulos, MacDonald & Lind, P.C.
201 W. Main Street, Suite 201
Missoula, MT 59802
Phone: (406) 728-0810

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR HERON'S LANDING**

This Declaration of Covenants, Conditions, Restrictions and Easements for Heron's Landing (this "**Declaration**") is made this ____ day of _____, 2020 (the "**Effective Date**"), by Mullan Road Partners, LLC, a Wyoming limited liability company ("**Declarant**").

RECITALS

WHEREAS, Declarant is the owner of certain real property in Missoula County, Montana, legally described as Heron's Landing located in the SE ¼ of Section 12 and the N ½ of Section 13, T. 13 N, R.20 W., Principal Meridian, Montana hereto (the "**Property**"); and

WHEREAS, Declarant intends to develop single-family homes and townhouses upon the Property (the "**Project**"); and

WHEREAS, Declarant may develop and submit the Property to this Declaration in phases and in connection therewith may submit additional property to the provisions of this Declaration subsequent to the Effective Date; and

WHEREAS, Declarant wishes to provide a governance structure and a flexible system of standards and procedures for the overall administration, maintenance and preservation of the Property as a residential community; and

WHEREAS, Declarant desires to establish the Association to operate and maintain the Common Elements and to administer and enforce the provisions of this Declaration; and

WHEREAS, Declarant desires to establish certain covenants, conditions, restrictions and easements for the common benefit and enjoyment of the Owners from time to time in order to promote, preserve and enhance the value and desirability of the Property and the aesthetic quality of the improvements erected thereon and to facilitate the continuing care and maintenance thereof,

and in furtherance thereof, intends to submit the Property to the provisions of this Declaration;

NOW, THEREFORE, Declarant, as the owner of the Property, hereby declares that the Property is hereby submitted to the following covenants, conditions, restrictions and easements, which shall run with the land and bind and inure to the benefit of all Owners and any other Persons from time to time having or acquiring any right, title or interest in the Property or any portion thereof:

1. **Incorporation**. The foregoing recitals and all exhibits attached hereto are hereby incorporated into this Declaration by reference as if fully set forth in this Section 1.

2. **Definitions**. Capitalized terms used in this Declaration shall have the following meanings:

a. **“Additional Property”** means any part of the Property not included in the Plat, which may be submitted to this Declaration in whole or in part subsequent to the Effective Date pursuant to Section 3 below.

b. **“Appearance Review Committee”** has the meaning given that term in Section 15 below.

c. **“Assessments”** means the annual assessments, special assessments and specific assessments levied in accordance with this Declaration.

d. **“Association”** means the Heron’s Landing Homeowners Association and its successors and assigns.

e. **“Board”** means the Board of Directors of the Association.

f. **“Bylaws”** means the Bylaws adopted by the Association, as the same may be amended from time to time. To the extent the Association has not adopted Bylaws separate from this Declaration, then the applicable provisions of this Declaration shall be deemed to be the Bylaws of the Association. In no event shall any separate Bylaws adopted by the Association be inconsistent or in conflict with the provisions of this Declaration.

g. **“Common Elements”** means all of the common areas designated on the Plat and such other areas, elements, facilities and improvements designated as Common Elements to be maintained by the Association pursuant to this Declaration.

h. **“Common Expenses”** means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the benefit of all Lots, including, but not limited to, the expenses incurred or anticipated to be incurred in carrying out the rights and responsibilities of the Association as set forth in Section 9.a below.

i. **“Declarant”** means Mullan Road Partners, LLC and any successor or assign designated as such by the preceding Declarant in writing.

j. **“Declaration”** means this Declaration, as it may be amended and supplemented from time to time.

k. **“Director”** means an appointed or elected member of the Board of Directors. Except for Directors appointed by Declarant, each Director shall be an Owner.

l. **“Effective Date”** has the meaning given to it in the preamble of this Declaration.

m. **“Home”** means any attached or detached single-dwelling residence or townhouse and its appurtenant improvements constructed or to be constructed on the Property (a primary single-dwelling residence and a so-called “accessory dwelling unit” located on the same Lot shall be considered to be a single “Home” for purposes of this Declaration).

n. **“Lot”** means any lot within the Property designated on the Plat as intended for development of a Home.

o. **“Owner”** means one or more Persons who hold record title to any Lot or an interest as a purchaser under a contract for deed for any Lot. “Owner” shall not include a Person holding an interest merely as security for the performance of an obligation, or a Person who is a seller under a contract for deed for any Lot. Where this Declaration imposes responsibility for conduct of an Owner and where otherwise appropriate given the context, the term “Owner” shall include such Owner’s occupants, tenants, guests, contractors, invitees and licensees.

p. **“Party Wall”** means a wall, including the foundations thereof, constituting the barrier and separation between any two attached Homes.

q. **“Person”** means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

r. **“Plans and Specifications”** has the meaning given that term in Section 15.b below.

s. **“Plat”** means the final Plat of Subdivision for the Property dated ____ and recorded in the public land records of Missoula County as Document No. _____, as amended from time to time, a copy of which is attached hereto as Exhibit “A”, together with any final plat or plats of subdivision hereafter recorded in the public land records of Missoula County for the Additional Property or any part thereof.

t. **“Project”** has the meaning given to it in the recitals.

u. **“Property”** means the real property in Missoula County, Montana, legally described in the recitals above.

v. **“Turnover Date”** has the meaning given that term in Section 7.a below.

3. Submission of Additional Property. This Declaration shall apply to that portion of the Property depicted on the Plat, and to Additional Property to the extent the Additional Property is submitted to the provisions of this Declaration. Declarant may, in its sole discretion and without the further consent of the Board, the Association or the Owners, submit all or any part of the Additional Property to this Declaration by duly executing and recording an amendment or supplement to this Declaration in the public land records of Missoula County, whereupon such

Additional Property or portion thereof so submitted, including all Lots and Common Elements therein, shall constitute part of the "Property" for all purposes of this Declaration.

4. Formation of the Association. The Association has been, or will be, formed as a non-profit corporation under Montana law having the name the "Heron's Landing Homeowners Association" and shall be the governing body for the Association and all Owners for the maintenance, repair, replacement, administration and operation of the Property. The Association shall not be deemed to be conducting a for-profit business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Owners in accordance with this Declaration.

5. Association Membership. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot, except as may otherwise be required by law. Ownership of a Lot shall be the sole qualification to be a member of the Association. Each Owner, by acceptance of a deed or other conveyance of a Lot, thereby becomes a member of the Association, whether or not a declaration of such membership is made a part of, incorporated by reference or expressed in said deed or conveyance. Where a Lot has multiple Owners, such Owners shall designate in writing a single Person to act as the representative member on behalf of all such Owners with regard to Association membership, and in the absence of such a written designation, the Declarant, Board and Association may rely upon the action, representation or vote by any one of such Owners and may hold such action, representation or vote as conclusively binding upon all Owners of such Lot.

6. Board of Directors.

a. The Board shall be the governing body of the Association. Declarant shall have the right to select and appoint the Persons who shall initially serve as Directors or exercise the powers of the Board as provided herein. The initial Board designated by Declarant shall consist of not less than one (1) Director who shall serve without compensation. Such initial Board shall serve for a period commencing on the date the Association is formed by the filing of the articles of incorporation in the office of the Secretary of State of Montana and ending upon the election of Directors at the initial meeting of the Association membership.

b. At the first meeting of the Association membership provided for in Section 7.a below, the Owners shall elect five (5) Directors who shall replace those Directors appointed by Declarant. Each Director's term of office shall be three years, except that the Directors elected at the first annual meeting shall have terms of one (1), two (2) and three (3) years, such that one Director position expires and is up for election each year thereafter. All Directors shall serve without compensation.

c. Any Director may be removed from office by the affirmative vote of the Owners representing two-thirds (2/3) of all Lots, provided that Declarant's prior written consent shall be required to remove any Director prior to the Turnover Date. Vacancies in the Board shall be filled by the majority vote of remaining Directors, or if no majority prevails, by the Owners in accordance with the procedures for electing Directors set forth herein.

d. The Board shall meet at least once annually but may meet more often at its discretion. A majority of Directors may call for a special meeting of Board. Notice shall be

given to each Director not less than ten (10) days prior to each regularly scheduled and special meeting of the Board. The presence of a majority of Directors constitutes a quorum. A majority of a quorum is required for Board action.

e. The Board shall elect from among its members a President who shall preside over all meetings and who shall be the chief executive officer of the Board and Association, a Secretary who shall keep minutes of all meetings, a Treasurer, and such other officers as the Board shall see fit. Officers shall serve without compensation.

7. Meetings of the Association Membership.

a. The initial meeting of the Association membership shall be held upon not less than ten (10) days' prior written notice from Declarant to all Owners. Such notice must be given no later than the earliest to occur of: (a) one hundred twenty (120) days following the date upon which Declarant no longer holds any interest in the Property or the Additional Property, or (b) such earlier date as may be elected by the Declarant in its sole discretion or required by applicable law (the "**Turnover Date**").

b. There shall be an annual meeting of the Association membership on or about each anniversary of such initial meeting, or at such other reasonable date and at such time, and at such place, as may be designated by written notice from the Board. Special meetings may be called at any time for any purpose consistent with this Declaration on not less than ten (10) days' notice from a majority of the Board, or by the Owners representing at least one-third (1/3) of all Lots.

c. On matters put to a vote of the Association membership, there shall be one vote per Lot, except that Declarant shall have five votes for each Lot it owns. The presence in person or by proxy of the Owners holding a majority of the voting power in the Association shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken by a majority of a quorum. In the event a quorum is not present at any meeting of the Association membership, another meeting may be called by notice from the Board.

8. Powers of the Board. Except as expressly otherwise provided by the Association's articles of incorporation or this Declaration or otherwise required by law, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in the Board and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of the Owners. Without limiting the foregoing, the Board, acting in accordance with Section 6 above, shall have the following powers:

a. To levy Assessments as set forth in Section 11 below.

b. After giving at least ten (10) days prior written notice to all Owners, to adopt rules and regulations governing the use, maintenance and administration of the Common Elements and the Property for the health, comfort, safety and general welfare of the Owners and for the protection of property values.

c. To enter into contracts on behalf of, and to purchase or secure in the name of, the Association any materials, supplies, insurance, equipment, fixtures, labor, services and

advice required by the terms of this Declaration, or which in its reasonable opinion shall be necessary or proper for the operation or protection of the Association and the Property.

d. To enter upon, and to have its contractors, subcontractors and agents enter upon, the Common Elements and the exterior of any Lot as may be required to exercise all of the rights and obligations granted to or imposed upon it pursuant to this Declaration.

e. To maintain one or more bank accounts (granting authority as the Board shall desire to one or more Persons to draw upon such accounts), and generally, to have all the powers necessary and incidental to the operation and management of the Association.

f. To procure appropriate casualty and liability insurance policies for the Association, the Board and the Common Elements.

g. To borrow money on behalf of the Association provided, however, that the Board shall not secure any such borrowings by encumbering any part of the Property or any Lots. The Board shall, however, have the power to secure such borrowings by pledging and granting a security interest in the Assessments due the Association hereunder.

h. To enter into a contract for the management of the Property with a professional manager or management company on such reasonable terms as the Board shall determine; provided that any such contract shall have a term not to exceed two years, and shall be terminable by the Association with cause upon not more than 30 days written notice.

i. To acquire and hold real property constituting Common Elements, and to acquire, hold, and dispose of tangible and intangible personal property.

j. To take such other action as may be required to enforce the provisions of this Declaration and the rules and regulations made herein.

k. To exercise any and all other powers, rights and authorities of a non-profit corporation under Montana law for the common benefit of the Property and the Owners.

9. Maintenance Responsibilities of the Association and the Owners.

a. Common Elements. The Association, at its expense, shall be responsible for the maintenance, repair, replacement and resurfacing of, and, where applicable, snow removal from, all Common Elements, including, without limitation:

- i. common areas and open spaces;
- ii. walkways between Lots providing connections between and among streets, parks and open spaces;
- iii. parking lots;
- iv. entry monuments and directional signage; and

- v. the shared use path depicted on the Circulation Plan for the Property on file with the City of Missoula, other recreational trails or paths located in common areas outside of rights-of-way, and non-motorized access easements.

In addition, all accessory structures and uses constituting Common Elements shall be approved and maintained by the Association.

b. Public Way Improvements. The Association, at its expense, shall be responsible for snow removal from the sidewalks on both sides of George Elmer Drive within or abutting the Property. Excepting the foregoing limited responsibility of the Association, each Owner shall be responsible for all (i) maintenance (including, without limitation, snow removal), repair, and replacement of sidewalks adjacent to such Owner's Lot in accordance with City ordinances and regulations; and (ii) tree maintenance such as installation, maintenance, replacement, treatment and boulevard landscaping including species selection and placement within public rights-of-way require tree maintenance permit applications to be signed and approved by the City Forester or his or her designee. All tree work must be performed in accordance with City of Missoula ordinances and regulations.

c. Responsibility of Owners. Except for those improvements which are the Association's responsibility as provided in Section 9.a or 9.b above, Each Owner shall be solely responsible for, at such Owner's expense, all maintenance, repair and replacement of such Owner's Lot or Home, including, without limitation, all buildings, landscaping, fencing, irrigation systems, driveways, walkways, utility facilities, and all other improvements, fixtures, finishes, furnishings and equipment upon or within such Owner's Lot or serving such Owner's Lot or Home exclusively. Each Owner shall keep his or her Home and Lot in good order and repair including, without limitation, repainting and replacing elements of the Home in disrepair and keeping landscaping and lawns properly watered and trimmed. Each Owner shall maintain his or her Lot in conformity with the Montana County Weed Control Act and the Missoula County Noxious Weed Management Plan attached hereto as Exhibit B and shall be responsible for the control of noxious weeds and vegetation on the entirety of such Owner's Lot.

d. Limitation of Association Liability. Nothing contained in this Declaration shall be construed to impose a contractual liability upon the Association for maintenance, repair or replacement of the Common Elements or any other portion of the Property, but the Association's liability shall be limited to damages resulting from gross negligence or willful misconduct. Further, no Owner shall have a claim against the Association for any work ordinarily the responsibility of the Association, but which the Owner has performed or paid for, unless such an arrangement shall have been duly approved in advance by the Board.

10. Liability of Declarant, the Board and Officers. None of Declarant, the Directors or the officers of the Association shall be liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever, and, to the fullest extent permitted by law, the Association and the Owners shall indemnify, defend and hold harmless Declarant and each of the Directors and officers of the Association from and against, all claims,

demands, costs, fees, suits, judgments and other liabilities arising out of acts or omissions of Declarant, the Directors or the officers of the Association acting pursuant to this Declaration, unless such act or omission is found by a court of competent jurisdiction to be ineligible for indemnification under applicable law.

11. Assessments.

a. In General; Lien for Assessments. Each Owner, by acceptance of a deed to, or other interest in, a Lot, whether or not it shall be so expressed in any such deed or other conveyance for such Lot, hereby covenants and agrees to pay Assessments and other costs and fees levied pursuant to this Declaration. Such Assessments, costs and fees, not paid when due, together with interest thereon at the rate of twelve percent (12%) per annum, late fees in the amount of five percent (5%) of the total amount past due, and costs of collection (including, without limitation, attorneys' fees incurred in respect thereto whether or not suit shall be instituted), shall be a charge and a continuing lien upon the Lot against which such levy is made.

b. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the Owners and, in particular, for (i) payment of Common Expenses; (ii) the establishment of such reasonable reserves as the Board deems appropriate; (iii) the performance of the duties of the Board as set forth in this Declaration, including the enforcement of the provisions thereof; and (iv) in general, carrying out the purposes of the Association as stated herein and in the articles of incorporation of the Association.

c. Annual Assessments. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the Common Expenses for the ensuing calendar year (which estimate shall include a reasonable amount considered by the Board to be desirable for reserves). Such amount shall be apportioned equally among all Lots and, on or before the fifth (5th) day of each calendar month of said year, each Owner shall be liable for and obligated to pay one-twelfth (1/12) of such Owner's share of the total annual assessment.

d. Special Assessments. The Board may at any time or from time to time levy special assessments for the purpose of defraying, in whole or in part, the cost incurred by the Association for any repair, replacement, maintenance, service, labor or materials not provided for in the annual assessment for the then current calendar year. Special assessments may be approved by an affirmative vote of a majority of the voting power in the Association at an annual or a special meeting of the Association membership. Special assessments shall be apportioned equally among all Lots.

e. Specific Assessments. The Board shall have the power to levy specific assessments against a particular Lot and the Owner(s) thereof (i) to cover costs incurred in bringing a nonconforming Lot into compliance with this Declaration or any rules or regulations of the Association; and/or (ii) to cover costs or liabilities incurred as a consequence of the conduct of such Owner(s).

f. Nonpayment of Assessments. Any Assessment which is not paid when due shall be deemed delinquent, with no requirement for notice to the delinquent Owner. If an Assessment is not paid within five (5) days after the delinquency date, such Assessment shall be subject to interest and late fees as provided in Section 11.a above from the delinquency date. If an Owner fails to pay when due any Assessment, charge, fee, cost, or other amount authorized to be charged to the Owner hereunder, such amount shall constitute a default hereunder and a lien on the Lot of such Owner. The Board shall, in the name of and on behalf of the Association, have all rights and remedies to enforce collection as permitted by law, including bringing an action at law or in equity against such Owner and foreclosing the aforesaid lien. All expenses of the Association in connection with such action or proceedings, whether or not suit shall be instituted, including attorneys' fees and court costs and other fees and expenses, shall be charged to and assessed against such Owner (and shall constitute a personal liability of such Owner) and shall be added to and deemed part of that Owner's Assessment.

g. Subordination of Lien to Mortgage. The lien for Assessments provided for herein shall be subordinate to the lien of any prior, recorded first mortgage or trust deed on a Lot made to any bona fide lender not related to or affiliated with the Owner of said Lot, except for the amount of any Assessments which becomes due and payable from and after the date such lender obtains title to or possession of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such transfer of title or possession shall not relieve any Owner from personal liability for any Assessments.

h. Failure to Levy or Notify. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments.

i. No Withholding of Payment. No Owner shall be entitled to withhold, offset or abate Assessments for any reason without prior approval of the Board. Specifically, but without limitation, no Owner shall withhold Assessments due to interruption to services or due to an Owner's failure or refusal to benefit from Common Elements or Association services.

j. Commencement of Assessments. The obligation for Assessments with respect to each Lot commences upon the sale or transfer of such Lot by the Declarant to any Person not succeeding to the rights of Declarant hereunder. Notwithstanding any provision of this Declaration to the contrary, Lots owned by Declarant are not subject to Assessments, provided, however, Declarant shall contribute to the payment of Common Expenses as they are incurred in proportion to the number of Lots owned by Declarant.

12. Easements. Declarant hereby declares, grants and establishes the following non-exclusive, perpetual easements:

a. Use of Common Elements. Subject to the provisions of this Declaration and the rules and regulations that may be adopted by the Board from time to time (which rules may include, without limitation, restrictions on the nature and extent of permitted uses of the Common Elements), the Declarant, the Association, and each Owner shall have the non-exclusive right to use the Common Elements for their intended purposes in common with

the all other Owners.

b. Easement for Maintenance and Enforcement. A blanket easement over the Property is hereby granted in favor of Declarant and the Association for the purpose of exercising their respective rights and performing their respective duties under this Declaration. The authorized representatives of Declarant and the Association or the Board, or of the management company for the Property, shall be entitled to reasonable access to, over and through the Common Elements and Lots as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving the Common Elements.

c. Utilities. Subject to review and approval of utility facility plans by the Declarant or the Board, as applicable, an easement is hereby granted in and to the Common Elements in favor of the City of Missoula and utility companies for purposes of providing the Property with necessary and appropriate utility services, including a right of reasonable access in the Common Elements to install, operate, maintain, repair and replace facilities providing such services.

13. Covenants, Conditions and Restrictions on Use. The Property shall at all times be subject to the following covenants, conditions and restrictions on use:

a. Zoning. The Property is subject to the zoning ordinances and regulations of the City of Missoula, as the same may be amended from time to time, and each Owner hereby covenants and agrees to keep his or her Lot and Home in compliance with said ordinances and regulations at all times.

b. Residential Use. All Lots shall be known and described as residential Lots and no business, trade, or commercial activity of any kind or description shall be conducted thereon, other than lawful home occupations that are not advertised with signage on the Property and, with the exception of children's daycares, do not involve clients or customers visiting the Home.

c. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which constitutes an annoyance or nuisance to the neighborhood.

d. Manufactured Homes. High-quality, factory-built buildings may be considered and approved by the Appearance Review Committee. Declarant shall not be restricted from maintaining trailers on the Property during construction, nor from manufacturing or assembling components of structures off-site.

e. Trash and Garbage. No part of the Property shall be used or maintained as a dumping ground, nor shall any salvage, rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on at least a weekly basis by a local garbage collection firm. All garbage shall be stored in containers of metal, plastic, or other suitable material which have sufficiently tight-fitting covers to prevent the escape of noxious odors and to prevent entrance by animals. All trash receptacles shall be kept in the alleys or indoors only.

f. Parking. No vehicles shall at any time be placed or parked so as to impede, obstruct or interfere with pedestrian or vehicular traffic along any street, alley, sidewalk, trail or right-of-way within the Property. Trucks exceeding one ton capacity, semi-tractors, semi-trailers, mobile homes, equipment, unsightly vehicles, recreational vehicles such as motor homes, travel trailers, fifth wheel trailers, pickup truck campers, boats, snowmobiles, or utility trailers are not permitted on the streets, alleys or upon the front or side yards of any Lots for more than twenty-four (24) hours unless stored in the backyard of a Lot, a garage or other structure as approved by the Appearance Review Committee.

g. Outdoor Storage. Outdoor storage of personal property is not permitted except outdoor furniture fit for outdoor use unless approved by the Appearance Review Committee. Such outdoor furniture must be kept in good order and repair. Storage sheds and playhouses may be located in backyards only. Storage sheds and playhouses must be constructed of materials and with design standards and color schemes similar to those of the dwelling they serve. Storage sheds may not exceed one hundred (100) square feet and cannot exceed a height of eight feet (8') from grade to the highest point of the structure.

h. Animals. There shall be no livestock whatsoever allowed upon the Property. No more than two dogs or two cats or one cat and one dog may be kept on each Lot. No cats or dogs shall be permitted or allowed to run at large. Any kennel must be located in the backyard area, out of sight from other Lots. No commercial breeding operation may be maintained on the Property. Dogs should be kept in an enclosed structure when not under the direct supervision of its owner. Excessive barking will be considered a nuisance. Pet food shall be stored indoors.

i. Temporary Dwellings. No structure of a temporary character shall be constructed, placed or used on any Lot at any time as a residence or otherwise, nor shall any building be occupied for residential purposes until it is completely finished in accordance with the plans approved by the Appearance Review Committee. Campers, trailers, mobile homes or recreational vehicles shall not be used as either permanent or temporary dwellings. Nothing herein shall prohibit Declarant from maintaining construction trailers and other temporary structures on the Property.

j. Wood Burning Devices. No solid fuel burning devices of any type shall be permitted or used on the Property. This specifically includes, but is not limited to, fireplaces, wood burning stoves, pellet stoves, fireplace inserts, or similar devices. Charcoal grills are permitted in back yards only.

k. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on any Lot, excepting customary realty signs upon Lots that are for sale and political campaign signs that are placed not more than sixty (60) days prior to, and removed not more than ten (10) days following, the date of the election to which such signs pertain. All signs shall be subject to applicable City of Missoula regulations. Nothing herein shall prohibit Declarant from installing and maintaining any type or number of signs relating to the development, marketing or sale of the Property or any part thereof.

l. Mining. No mining or mineral removal activity, including the removal of gravel or

sand, shall be permitted on the Property except for as necessary for construction of the Project.

m. Wildlife. The Declarant advises the Owners of the potential problems associated with the occasional presence of bears, mountain lions, deer and other wildlife. Owners are advised to protect vegetation from damage, to confine their pets and to properly store garbage and other items that might attract wildlife. Artificial feeding of wildlife is prohibited. Owners should refer to Montana Fish Wildlife and Parks brochure, entitled “Living with Wildlife” and exert their best efforts to adhere to the information and practices provided therein.

n. RSID/SID Waiver. Acceptance of a deed for a Lot constitutes the Owner’s irrevocable waiver of the right to contest a special improvement district for improvements for the benefit of the Project including, but not limited to, the installation of paving, drainage facilities, curbs and gutters, traffic control devices, pedestrian walkways and bikeways, and all streets within, and providing access to, the Property.

o. Weed Management. All weed management conducted on the Property shall conform to the Weed Management and Revegetation Plan as set forth in Exhibit “B”, attached hereto.

14. Home Construction and Appearance Review Committee. The following regulations shall apply to the construction of Homes and all other improvements upon the Property:

a. Type of Residential Structures. No residential structures shall be erected, altered, placed or permitted to remain on any Lot other than one Home (including a primary single-dwelling residence and one so-called “accessory dwelling unit”). All Homes shall be constructed of new materials. However, suitable used materials or recycled materials, such as used brick or beams, may be utilized for aesthetic purposes and but must have prior approval by the Appearance Review Committee.

b. Residential Structure Size. The ground floor area of each detached single-dwelling residence, exclusive of open porches and garages, shall be not less than eight hundred (800) square feet for a one-story house and one thousand one hundred (1,100) square feet for a one and one-half story or two-story house. Attached townhouses and accessory dwelling units shall not be subject to this requirement.

c. Re-Subdivision. No Lot may be further subdivided.

d. Maintenance of Original Design. No Home shall be renovated or remodeled so as to change the external appearance from its original design (including, without limitation, repainting or retaining of the exterior) without prior approval of the Appearance Review Committee.

e. Garages. Garages may be attached to the Home or constructed as a detached structure. All garages must be constructed with materials and design standards and color schemes similar to and compatible with those of the Home they serve. No open carports are permitted.

- f. Boundary Control Monuments. It shall be the responsibility of each Owner to provide for immediate professional replacement of any survey monuments that are removed or become lost from his or her Lot.
- g. Seeding and Planting. Within six (6) months of the completion or occupancy of each Home, whichever occurs first, the Owner thereof shall seed, plant and landscape the entire Lot in accordance with plans approved by the Appearance Review Committee.
- h. Fences. No fence or comparable structure shall be constructed or placed on any Lot until after the height, color, type, materials, design and location thereof shall have been approved by the Appearance Review Committee. No fence shall be allowed in the front of any Home. No fence shall be placed outside of a property line. The height of such fences shall be no greater than six feet (6'). Installation and maintenance shall be in conformance with existing City regulations.
- i. Decks. Decks are permitted in backyard and side yard areas subject to the prior approval of the Appearance Review Committee.
- j. Grade. All buildings shall be situated such that the finished grade has positive drainage away from buildings.
- k. Utility Connection Costs. The Owner of each Lot shall pay all utilities and utility connection costs for such Lot including, without limitation, water, sewer, electricity, gas, internet and cable television.
- l. Utilities, Wiring and Antennas. All utility service lines shall be located underground. No exterior television or radio antennas, or satellite dishes larger than one meter in diameter shall be placed or permitted to remain on any Lot and shall be located so as to be as inconspicuous as possible, at such locations as approved by the Appearance Review Committee.
- m. Transformers. Electrical above-ground transformers may be located on the Property by Declarant or its electrical contractor. There must be a ten-foot (10') clearance between transformers and any combustible structures or walls. A non-combustible wall or surface must be constructed a minimum of two feet (2') from the transformer of 500kVA, or less, and a minimum of three and one-half feet (3.5') from transformers of 750kVA, or more.
- n. Radon Mitigation. The EPA has designated Missoula County as having a high radon potential (Zone 1). All Homes should incorporate passive radon mitigation systems into the design.
- o. Address Signs. All Owners shall post address signs visible from the street. Address numbers must be placed on a contrasting background. All signs must be approved by the Appearance Review Committee and of a size and design as meets the requirements of the Missoula City Engineer and Missoula City Fire Department standards.
- p. Basements. Basements shall be subject to prior approval of the Appearance Review Committee and may be prohibited if it is determined there could be adverse impacts to or

from adjacent irrigation ditches. Floor-to-ceiling height of basements shall not exceed nine feet (9').

q. Water Wells. The Lots are supplied by a public water system and service. In order to protect the aquifer and the public water supply, no individual water wells shall be allowed on any Lot. This restriction does not apply to facilities located upon and serving the Common Elements.

r. Water Ditches and Water Rights. The Lots have no surface water rights. To the extent water ditches adjoin any Lot, the water in such ditches is not the property of the Owner nor the Association, and they are not allowed to use such water for any purpose or to interfere with the delivery of water through such ditch. No structures (e.g., bridges, barriers or diversions) or vegetation shall be placed in a manner that will interfere with the construction, operation, maintenance, repair and inspection of any water ditch. In the event of an emergency concerning a ditch (e.g., ditch berm breaks or leaks, the ditch is blocked and starts overflowing its banks), the affected Owner should contact _____ at (406) ____ - _____.

s. Energy Efficiency. Builders should consider using energy efficient building techniques such as building orientation to the sun, appropriately sized eaves, wind breaks, super insulation techniques, day lighting, passive solar design, photovoltaic cells, and ground source heat pumps for heating/cooling. Ground source heat pumps are usually more efficient and so create less pollution than other systems for heating and cooling. Increased energy efficiency reduces air pollution, reduces the need for people to use heating methods that pollute more and helps protect the consumer from energy price changes.

15. Appearance Review Committee.

a. Appointment. Upon the Turnover Date, the Board shall appoint an Appearance Review Committee consisting of three (3) members. No person shall be a member of the Appearance Review Committee who is not actively engaged and/or experienced in land development, land planning, architecture, landscape architecture, exterior or interior design, engineering, or such other fields that would lend background experience to such person to responsibly and reasonably judge the intent of these restrictions and the conformity of the submitted plans and specifications to this Declaration. The members of the Appearance Review Committee shall serve without compensation, provided, however, where the Board determines that there are not a sufficient number of Owners who have the requisite experience and are willing to serve on the Appearance Review Committee, then the Board may approve of the payment of reasonable consulting fees to Persons who are not Owners but who have the requisite expertise and are willing to serve on the Appearance Review Committee.

b. Submission of Plans and Specifications. No site work or preparation shall be commenced, no building or other structure shall be started, constructed, installed, erected or maintained on any Lot, nor shall any addition, renovation or remodeling thereto or change or alteration therein, be made, until complete Plans and Specifications therefor have

been submitted to and approved in writing by the Appearance Review Committee. Such plans and specifications shall include the following (collectively, the “**Plans and Specifications**”):

- i. a dimensioned site plan including Lot boundaries and the location of all existing and proposed structures, improvements, walkways, driveways, and parking areas;
 - ii. a site grading and contour plan;
 - iii. a utility plan showing the location of all existing and proposed utility facilities serving the Lot;
 - iv. schematic floor plans with dimensions and floor areas;
 - v. elevations of all sides of each structure including specifications for all exterior building materials, fixtures, finishes, and colors;
 - vi. Material samples for exterior siding, paint and stain samples, roofing materials and others samples as deemed necessary by the Appearance Review Committee.
 - vii. a landscaping plan, including any required street trees;
 - viii. such other information as the Appearance Review Committee may reasonably request in order to properly review the project contemplated by the Plans and Specifications.
- c. Standard of Review. The Plans and Specifications shall conform to the Heron’s Landing Design Guidelines, as the same may be amended by Declarant (or the Board, following the Turnover Date) from time to time. Any application for approval submitted to the Appearance Review Committee shall include an itemized statement from the Owner’s architect detailing how the Plans and Specifications conform to such design guidelines.
- d. Review of Plans and Specifications. The Appearance Review Committee may require the payment of a reasonable fee application fee for review of Plans and Specifications, which shall be deposited into the Association’s general fund. Approval or disapproval by the Appearance Review Committee shall be in writing. A denial shall be accompanied by specific reasons for such denial. If the Appearance Review Committee fails to approve or deny a written request for approval within sixty (60) days of the submission of all required Plans and Specifications and payment of required fees, then the Appearance Review Committee shall be deemed to have approved the submitted Plans and Specifications. The Appearance Review Committee shall not be liable to any Owner for any damage, loss or prejudice suffered as a result of the performance by the Appearance Review Committee of its responsibilities hereunder, provided the Appearance Review Committee has acted in good faith. The Appearance Review Committee will not review the Plans and Specifications for, and shall have no liability whatsoever relating to,

compliance with applicable codes and regulations, the quality of design or materials, the adequacy of space or facilities, the integrity of structures or enclosures, or the existence of design or construction defects.

e. Construction. All construction shall be undertaken in substantial conformance with the Plans and Specifications approved by the Appearance Review Committee. Any material changes to or departures from the Plans and Specifications following approval by the Appearance Review Committee shall require review and approval of the Appearance Review Committee according to the procedures provided for in this Declaration.

16. Party Walls. The provisions of this Section 16 shall apply to any and all attached Homes constructed upon the Property.

a. Rights. Each Owner shall have the obligations, rights and privileges set forth in this Section, as well as those not inconsistent herewith, embraced within the general rules of law regarding party walls. Each Owner shall have the right to use Party Walls for support of such Owner's Home, including any replacement thereof, and the rebuilding of a Party Wall, including all pipes, conduits and ducts located herein.

b. Restrictions. Each Owner shall refrain from using Party Walls in any manner that interferes with the equal use and enjoyment thereof by other Owners. No openings shall be made through a Party Wall other than for ordinary wall-mounted furnishings and decorations. Except for wall-mounted televisions, wall-mounted or in-wall devices that could cause noise or vibration, such as speakers, are expressly prohibited in and on Party Walls. No Owner shall take any action that diminishes the structural integrity of such Party Wall, its fire resistancy, or its sound-deadening quality.

c. Damage. If any Party Wall is damaged or destroyed due to the act or omission of an Owner, then such Owner shall, at its own cost, promptly repair or reconstruct the same to a condition at least as good as that which existed prior to such damage or destruction in accordance with plans approved by the Appearance Review Committee. If such Owner shall fail, within a reasonable time after such damage or destruction, to perform such repair or reconstruction, the Board may cause such repair or reconstruction to be performed, and the cost thereof, along with all other reasonable costs and expenses incurred by the Board, the Association, and other Owners in connection with such damage or destruction, shall be charged to the Owner who, through act or omission, caused such damage or destruction.

d. Disagreement. In the event of a disagreement between the Owners of attached Homes with respect to their Party Wall rights and obligations, upon the written request of either Owner, the matter shall be adjudicated by the Board, whose decision with respect thereto shall be final and binding.

17. Airport Influence/Affected Area. The Property is in the Airport Influence/Affected Area and subject to the requirements of the Airport Influence Area Resolution. The Property may also be within an Extended Approach and Departure Zone for a proposed second runway as shown in the Airport Authority's 2004 Plan and all Owners should be aware of the resultant safety risk. Owners should consult the Airport Layout Plan and any relevant documents to determine the status

of the proposed runway location at the time of purchase. The placement and construction of any proposed second runway is subject to prior governmental approval.

The portion of the Property that is located within the Missoula County Airport Influence/Affected Area is subject to the requirements of the Missoula County Airport Influence/Affected Area Resolutions. The resolutions that created the Airport Influence Area were adopted by the Board of County Commissioners for Missoula County pursuant to resolution No. 78-96 and amended by Resolution No. 78-187 dated July 5, 1978 and December 6, 1978, respectively, and recorded in Book 121 of Micro Records, page 1391 (Resolution 78-96), Book 135 of Micro Records, page 474 (Amendment by Resolution 78-187) and Book 749 of Micro Records, Page 1077 (Amendment by Resolution 2005-033). The limitations and restrictions set out in these documents should be reviewed carefully prior to purchase by all prospective purchasers of Lots. Prospective purchasers and Owners are advised that the operations at the airport may change and/or expand in the future, thereby changing and/or expanding the impacts felt on the portion of the Property subject to the Avigation Easement. Prospective purchasers and Owners are advised and should consider before purchasing a Lot that noise, vibration, dust, fumes, smoke, vapor and other such similar effects from aircraft may occur, which may cause inconvenience or annoyance that may vary from Lot to Lot and that may affect people in different ways or extent. Federal funding for soundproofing, other mitigation of these impacts, or for acquisition of these properties is not available at present, nor in the future. The provisions of paragraph 3 of the above-described Avigation Easement executed by the Declarant provides for a full waiver and release by each Owner and Declarant of any right or cause of action which it now has or may have in the future against the Missoula County Airport Authority, its successors and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other similar effects heretofore or hereafter caused by the aircraft in said air space and/or by operations at the Missoula County Airport. The acquisition of a Lot or Lots subject to the Avigation Easement and the aforementioned Resolutions by a prospective purchaser shall constitute an express acknowledgement and agreement by such prospective purchaser, on behalf of himself or herself, and his or her heirs, personal representatives, successors and assigns, that they fully waive and release Declarant and the Missoula County Airport Authority and its successors and assigns, of any right or cause of action which they may have now or in the future, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other similar effects heretofore or hereafter caused by the operation of aircraft in the air space and/or by the operations at the Missoula County Airport within the Missoula County Airport Influence/Affected Area. This paragraph may not be amended without the written consent of the Missoula County Airport Authority, which consent shall not be unreasonably withheld.

18. Reserved Rights of Declarant. Without limiting any other rights of Declarant provided by this Declaration or by law, Declarant hereby expressly reserves the following rights.

- a. Until the Turnover Date, all rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board shall be held and performed solely by the initial Board designated by Declarant in accordance with Section 6.
- b. Notwithstanding any provision of this Declaration to the contrary, until the Turnover Date, Declarant reserves the right and power to prepare, execute and record amendments to this Declaration (i) to correct clerical or typographical or similar errors in

this Declaration or any exhibit hereto; (ii) to submit the Additional Property or any portion thereof to this Declaration as provided in Section 3 above, or (iii) to make any other changes to this Declaration which do not materially and adversely affect the rights or responsibilities of any Owner. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to such an amendment on behalf of each Owner as proxy or attorney in fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record such amendments.

c. Nothing in this Declaration shall be construed to prohibit Declarant (including its contractors, employees and agents) from undertaking any activity upon, or use of, the Property or any portion thereof in furtherance of development and disposition of the Project including, without limitation, activities related to advertising, construction, demolition, excavation, grading, maintenance, marketing, planning, surveying, sales and leasing. To the extent any provision of this Declaration could be construed to limit any such activity by Declarant upon the Property or any portion thereof, Declarant shall be deemed to be exempt from such limitation.

19. General Provisions.

a. Manner of Giving Notices. Notices provided for in this Declaration to be given to the Board or Association shall be in writing and addressed to the address of each member of the Board or at such other address as otherwise provided herein. Unless otherwise provided in this Declaration, notices provided for in this Declaration to any Owner shall be in writing and addressed to the address of said Owner's Home. Any Owner may designate a different address or addresses for notices by giving written notice thereof to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when posted on such Owner's Home or deposited in such Owner's mailbox at such address as is designated pursuant hereto.

b. Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

c. Term; Perpetuities and Other Invalidity. This Declaration shall continue in effect in perpetuity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities, the rule restricting restraints on alienation, or any other statutory or common law rules imposing time limits, then such provision shall continue for so long as permitted by law.

d. Amendments. Subject to the Declarant's rights as set forth in Section 18.b above, this Declaration may only be amended by a written instrument that is signed and

acknowledged by the President of the Board, and approved by the Owners having, in the aggregate, at least three fourths (3/4) of the voting power in the Association, at a special meeting of the Association membership called for that purpose, written notice of which shall be given to all Owners at least thirty (30) days in advance of such meeting setting forth such purpose. No such amendment shall change the boundaries of any Lot, the quorum or voting requirements for action by the Association, or liability for Common Expenses assessed against any Lot. No amendment to this Declaration may remove, revoke, or modify any right or privilege of Declarant without the prior written consent of Declarant.

e. No Waivers. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

f. 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. 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 attorneys' fees.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Declarant has executed this Declaration on the Effective Date.

MULLAN ROAD PARTNERS, LLC
a Wyoming limited liability company

By: _____
Its: Authorized Signatory

STATE OF _____)
) SS
COUNTY OF _____)

Acknowledged before me this _____ day of _____, 2020 by _____, authorized signatory of Mullan Road Partners, LLC.

Notary Public for the State of _____
Printed Name: _____
Residing At: _____
My Commission Expires: _____