

After Recording, Return to:
St. Peter Law Offices, P.C.
2620 Radio Way
P.O. Box 17255
Missoula, MT 59808

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR TRINITY MULLAN SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions, and Easements for Trinity Mullan Subdivision (the “**Declaration**”) is made this ____ day of _____, 20__ (the “**Effective Date**”), by Missoula County (“**Declarant** owners of the real property described below, located at 2340 Mullan Road, Missoula, MT 59808 (the “**Property**”):

Parcel 2A of Certificate of Survey No. 4878, less and excepting that tract of land described in Book 217 Deeds, Page 587 and surveyed per Deed Exhibit No. 935, all on file and of public record in Missoula County, Montana; and that certain 30 feet of the 66-foot wide Mullan Road Public Road Easement lying northerly of, and adjoining, the centerline of said Mullan Road, all located in the south one-half (S1/2) of Section 17, Township 13 North, Range 19 West, Principal Meridian, City of Missoula, Missoula County, Montana.

WHEREAS, Declarant desire to place covenants and restrictions upon said real property for the use and benefit of the Declarant, future owners (together with the Declarant collectively referred to as “**Owners**”), and for the City of Missoula.

WHEREAS, the Missoula City Council approved the Final Plat of Trinity Mullan Subdivision (the “Trinty Mullan Subdivision Plat” whereby the Property will be divided in Lot 1 and Lot 2 as identified on the Trinity Mullan Subdivision Plat. This Declaration is intended to meet requirements of the City of Missoula Subdivision Regulations.

NOW, THEREFORE, Owners hereby declare all property described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and City of Missoula Subdivision Regulations, all of which are for the purpose of enhancing and protecting the value and desirability and attractiveness of said Property. These conditions and restrictions shall run with the Property and shall be binding on all the parties having or acquiring any right, title, or interest in the Property and shall be binding on all the parties having or

acquiring any right, title, or interest in the Property or any part thereof and shall ensure to the benefit of and be binding upon each successor in interest of the owners thereof.

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

1. **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 Use in compliance with said ordinances and regulations at all times.
2. **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.
3. **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.
4. **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.
5. **Weed Management:** All weed management conducted on the Property shall conform to the Weed Management and Revegetation Plan as outlined in Exhibit "B", attached hereto. Ground disturbances caused by construction or maintenance shall be revegetated with beneficial species at the first opportunity after disturbance occurs and in accordance with the Montana Weed Control Act and the Missoula County Noxious Weed Management Control Program
6. **Address Signage:** All Property 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.
7. **Air Stagnation Zone:** Property is within the Air Stagnation Zone. All driveways-

approaches will be constructed and paved as a mitigation effort. The Missoula City-County Air Pollution Control Program regulations prohibit the installation of wood-burning stoves or fireplaces. Pellet stoves meeting emission requirements or natural gas/propane fireplaces may be installed upon review and receipt of an installation permit from Missoula City/County Health Department.

8. **Energy Efficiency:** Builders/Owners should consider using energy-efficient building techniques such as building orientation to the sun, appropriately sized eaves, windbreaks, super insulation techniques, daylighting, passive solar design, photovoltaic cells, and ground source heat pumps for heating and 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 cheaper heating methods that pollute more, and helps protect the consumer from energy price changes.
9. **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.
10. **Easements:** Declarant hereby declares, grants, and establishes the following non-exclusive, perpetual easements:
 - a. A 31-foot wide private access easement for the use and benefit of Lot 2 over and across Lot 1.
 - b. A 20-foot wide private storm drainage easement for the use and benefit of Lot 1 over and across Lot 2.
 - c. A 5 foot wide public non-motorized access easement over and across Lot 1 for the use and benefit of the public.
 - d. A 12 foot wide public non-motorized access easement and utility easement over and across Lot 2 for the use and benefit of the public.
 - i. This easement and the pathway within shall be maintained by the future owners of Lot 1.
 - e. Utilities. Easements are hereby granted 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 to install, operate, maintain, repair, and replace facilities providing such services.
11. **SID/RSID:** 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 Mullan Road, West Broadway, and Maple Street, including but not limited to paving, curbs, and gutters, non-motorized facilities, street widening, and drainage facilities, and may be used in lieu of their signatures on a SID/RSID petition.
12. **Enforcement:** Any Owner shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants,

