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LINDA VISTA ESTATES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made this 9th day of June, 2015, by the **LLOYD A. TWITE FAMILY PARTNERSHIP**, hereinafter referred to as "Declarant," which is the owner in fee simple of real property located in the City of Missoula, Missoula County, Montana, more particularly described as Linda Vista Estates, together with all streets as are all illustrated on the plat(s) of the Linda Vista Estates.

RECITALS:

WHEREAS, the Declarant has deemed it desirable to create covenants, easements, conditions, restrictions beneficial and necessary for the Linda Vista Estates.

NOW THEREFORE, the Declarant hereby makes, declares and imposes the following limitations, restrictions, regulations and uses upon and of such real property as restrictive and protective covenants running with the land and binding upon all present and future owners of any part of such real property, and further declares that each Lot located within such Properties and any additional property hereinafter made subject to the declarations as hereafter set forth, are and shall be held, transferred, sold, conveyed and occupied subject to the restrictive and protective covenants, easements, charges and liens hereafter set forth, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the premises.

ARTICLE I

DEFINITIONS

Section 1. Architectural Control Committee. "Architectural Control Committee"

shall mean and refer to a committee comprised of individuals and with the duties as is described in Article VI.

Section 2. Homeowners' Association. "Homeowners' Association" shall mean and refer to the Declarant and/or the association, as is described in Article II.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Homeowners' Association, duly elected pursuant to the Bylaws of the Homeowners' Association or appointed by Declarant as herein provided.

Section 4. Bylaws. "Bylaws" shall mean the Bylaws adopted by the Homeowners' Association as amended from time to time.

Section 5. Declarant. "Declarant" shall mean the Lloyd A. Twite Family Partnership, its successors or assigns.

Section 6. Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Linda Vista Estates, as may be amended from time to time.

Section 7. Lot. "Lot" shall mean and refer to any division of land shown upon any recorded subdivision plat map of the Properties as a lot.

Section 8. Owner. "Owner" shall mean and refer to every person or entity who is a record Owner of a fee, or undivided fee interest in any Lot which is subject to this Declaration.

Section 9. Person. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or combination thereof.

Section 10. Properties. "Properties" shall mean and refer to those Properties described herein as Linda Vista Estates, together with all parks, common areas, streets, utility lots and open areas as are all illustrated on the plat(s) of Linda Vista Estates.

Section 11. Dwelling Unit. "Dwelling Unit" or "Unit" shall mean any building or portion of a building providing complete, independent and permanent living and housekeeping facilities for one household.

Section 12. Parks, Trails and Open Areas. "Parks", "Trails" and "Open Areas" shall mean any parks, common areas, trails or open areas as depicted on the overall plan for the Linda Vista Estates area and as depicted on any prior or subsequent phases thereof.

ARTICLE II

HOMEOWNERS ASSOCIATION

Section 1. Homeowners' Association. Until such time as all Lots in a phase of Linda Vista Estates are sold by the Declarant, Declarant shall act as the Homeowners Association for lands included in that phase. It is Declarant's intention that immediately after Declarant sells its last Lot in a phase of Linda Vista Estates, the responsibility for maintaining, administering and enforcing the covenants, easements, conditions and restrictions set forth herein shall be assumed by the Upper Linda Vista Homeowners Association, Inc., or its successor entity, if any.

Section 2. Homeowners' Association Duties. Among its other duties, the Homeowner's Association shall be responsible for the following:

A. Trail Maintenance. The Homeowners' Association shall be responsible for trail maintenance within the Parks, Trails and Open Areas.

B. Parks, Trails and Open Areas and Weed Control. The Homeowners' Association shall be responsible for Park, Trails and Open Areas maintenance and weed control in the open areas of the Properties. This maintenance shall include the removal of snow from the adjacent sidewalks and the maintenance of drainage swales and subsurface drainage facilities. The methods of weed control in the open areas shall be approved by the Missoula County Weed Supervisor and where applicable consistent with the terms of the Deed of Conservation Easement dated the 31st day of December, 1996, as recorded in Book 494 of Micro Records, at Page 804, records of the Missoula County, Montana Clerk and Recorder. In part that Conservation Easement permits the type of weed control, described as follows:

Use of biological or other weed and insect control agents as a noxious vegetation management strategy. The use of such agents shall be to allow the natural ecosystem process to proceed. All such use shall conform with all existing regulations.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Missoula, Montana, and is more particularly described as Linda Vista Estates, together with all

parks, streets, utility lots and common areas as are all illustrated on the plat(s) of the Linda Vista Estates.

Section 2. Additional Property. At any time during the term of these covenants, and without any requirement of consent by Owners then existing, Declarant shall have the exclusive right, at its option, to subject additional property to this Declaration and/or to bring additional property within the jurisdiction of the Homeowners Association.

ARTICLE IV

MEMBERSHIP & VOTING RIGHTS

Section 1. Membership. Every person or entity who is an Owner of record of a fee, or undivided fee, interest in any Lot shall be a member of the Homeowners Association, including any person or entity purchasing any such Lot under a contract. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, including any person or entity who has sold or is selling a Lot under a contract. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Homeowners' Association. Ownership of such Lot shall be the sole qualification for membership. Acceptance of a deed, notice of purchasers' interest or documentation evidencing an ownership interest in a Lot shall be deemed to be consent to membership in the Homeowners' Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document by the receiver of the interest transferred.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Homeowners' Association, that member shall be suspended. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors.

Section 3. Voting Rights. The Homeowners' Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot owned, except for so long as the Declarant is the Owner of four or more lots it shall be entitled to ten votes for each Lot it holds the interest in any Lot which qualifies for membership. When more than one person holds an interest in a Lot all such persons shall be Members. However, the one vote for such Lot shall be exercised as the Owners of that Lot determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 4. Procedures. The procedure concerning meetings, voting, quorums, and administration of the Homeowners' Association shall be established in its Articles and Bylaws.

ARTICLE V

ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Homeowners' Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the administration and enforcement of the covenants and any Bylaws of the Homeowners' Association. In addition to the purposes of the assessments as described above, the Homeowners' Association shall levy assessments for the specific purposes as follows:

A. Parks, Trails and Open Areas Maintenance and Weed Control. The Homeowners' Association shall budget and use a minimum of 10% of the total assessments assessed and collected for Park, Trails and Open Areas maintenance each year and to fund weed control in the open areas, as depicted on the plat of Linda Vista Estates.

Section 2. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. However, where one Owner is utilizing more than one (1) Lot as a single home site, and has commenced construction of a residence thereon, the Board may, in its discretion, elect to treat such Owner the same as a single Lot Owner for assessment purposes. Assessments may be based on a flat rate or on usage.

Section 3. Types of Assessments. The assessments levied by the Board of Directors of the Homeowners' Association shall be utilized to provide funds consistent with the purposes of the Homeowners' Association. The assessments may include, but shall not be limited to, the following:

A. Annual Assessment. An annual assessment for administration of the Homeowners' Association, including, but not limited to maintenance costs, liability insurance, other normal expenses and to provide funds for such other purposes as the Board of Directors may find necessary and consistent with the purposes of the Homeowners' Association. No compensation for service shall be paid to members of the Architectural Control Committee. Reimbursement for actual costs incurred may be paid if deemed appropriate by the Board of Directors.

B. Capital Improvement Assessments. The Homeowners' Association may levy in any year a special assessment for the purpose of defraying in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. However, no assessment shall be levied which has not been approved by the affirmative vote of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a

meeting duly called to consider such special assessment. No such assessment shall be established to cover a period in excess of five (5) years.

C. Emergency Assessments. The Board of Directors is authorized to levy in any assessment year an emergency assessment, which shall not exceed four (4) times the amount of the Annual Assessment for that year. Additional emergency assessments require the approval of a simple majority of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such additional emergency assessment. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damage or a change of condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.

D. Legal Reserve and Compliance Assessments. In addition to the assessments herein provided, the Board of Directors may levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.

Section 4. Payment of Assessments. The assessments provided for herein shall be computed on a yearly basis, commencing on the 1st day of January of each year and terminating on the 31st day of December of the same year. The assessments for any year shall become due and payable monthly, quarterly, annually and/or in advance, at the discretion of the Board of Directors of the Homeowners' Association. The Board shall fix the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the Properties and assessments applicable thereto, which shall be kept in the office of the Homeowners' Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The amount of the assessment which may be levied on any Lot shall be prorated in proportion to the total assessment for the entire year.

Section 5. Effect of Non-Payment of Assessment. If the assessments are not paid by midnight on the date when due, then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the Lot, and its improvements, which lien shall run with the land. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the then Owner to pay any assessment or interest shall not be affected by any conveyance or transfer of title to said Lot. The Homeowners' Association may bring an action at law against the Owner obligated to pay the same and/or Lot, and there shall be added to the amount of such assessment their costs of collecting the same for foreclosing the lien thereof, including reasonable attorneys' fees.

Section 6. Exempt Property. The following property subject to this Declaration shall

be exempt from the assessments created herein.

- A. Publicly Owned Properties. All Properties dedicated to and accepted by a public authority or agency;
- B. Charitable Organizations. All Properties owned by a charitable organization exempt from taxation by the laws of the State of Montana. However, no land or improvements owned by a charitable organization and devoted to residential use shall be exempt from said assessments; and
- C. Bare Lots. All Lots on which no improvements have been commenced.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Architectural Control Committee.

- A. Approval of Construction Plans. No site clearing 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 thereto or change or alteration therein, including exterior surface finish or other appearance changes, be made until the complete plans and specifications for each development, addition, change or alteration thereof have been submitted to and approved in writing by the Architectural Control Committee. Said plans and specifications shall include but not be limited to the following; site clearance, the designs, dimensions, location and principal materials, colors and color schemes to be used, as well as a full description of all fences, lighting, off-street parking, ponds or other water retaining structure, and landscaping planned in connection with the construction.
- B. Fees for Approval. The Architectural Control Committee reserves the right to require reasonable fees to be paid with the filing of the plans and specifications and the issuance of building or other approvals. Any undertaking that is approved under this section shall be concluded in strict accordance with the approved plans and specifications. Approvals may be based on engineering, architectural, legal or aesthetic grounds.

Section 2. Appointment of Architectural Committee. The Properties and surrounding area have been created, designed and constructed by the Declarant pursuant to the plan of development intended to promote the overall desirability of the area, the quality of the residential structures existing and proposed, and the aesthetic desired by present and future homeowners. To fulfill the assurances given by the Declarant to the various governmental agencies and authorities for approval of the subdivision, Declarant has a vested interest in ensuring that the

quality of the development in the area continues as planned. Accordingly, until such time as Declarant has sold a Lot in the Properties, Declarant shall constitute the Architectural Control Committee. When Lots are sold in the Properties, but the Declarant continues to own one (1) or more Lots, the Homeowners Association shall appoint to the Architectural Control Committee such representatives as requested by Declarant. At such time as Declarant no longer holds an ownership interest in any Lot in the Properties, covered by this Declaration, the Board of Directors will select from the existing Owners three (3) persons to serve on the Architectural Control Committee.

ARTICLE VII

RESTRICTIONS AND COVENANTS

Section 1. Purposes. These restrictions and covenants are made for the purposes of creating and keeping the premises, insofar as is possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against any unnecessary interference with the natural beauty of the property; all for the mutual benefit and protection of the Owners of Lots within the property.

Section 2. Uses and Zoning. All Lots within the Properties, shall be known and described as residential Lots and no business, trade, or commercial activity of any kind or description shall be conducted thereon, excepting Day Care uses as defined and allowed by the Missoula City Zoning Ordinance, business uses which cannot be prohibited pursuant to federal, state or local statutes or ordinances and business uses which do not generate more than three (3) car visits to a Lot in any 24- hour period. Property usage shall conform to the restrictions of the City of Missoula, Montana as well as those of the Declarant.

Section 3 Noxious or Offensive Activity and Materials. No noxious or offensive activity shall be carried on upon the Properties, nor shall anything be done thereon which constitutes an annoyance or nuisance to the neighborhood. No materials or mechanical equipment shall be used in a manner detrimental to residential use of the Properties because of vibration, noise, dust, smoke or odor.

Section 4. Building Roof Drainage. All building roof drainage shall be controlled by Owner to the extent that such drainage shall not be discharged beyond a perimeter located fifteen feet (15') from the foundation of any structure.

Section 5. Topography of Lot. All residential structures shall be situated so the topography of the Lot has positive drainage away from the structure.

Section 6. Easements. Easements for installation and maintenance of utilities and drainage facilities and drain ways are perpetually reserved by Declarant as shown on the

recorded plat and site plan. Declarant shall have and does hereby reserve by perpetual easement the right to locate, install, erect, construct, expand, maintain, and use, or authorize the location, installation, erection, construction, expansion maintenance, and use of waterlines, drains, sewer lines, electric lines, telephone lines, and other utilities, and to give or grant a right-of-way easement, not more than twenty feet (20') in width thereof: (a) over any part of any Lot within the Properties, and (b) over any additional property referenced in Section 2 of Article III, providing that such location, installation, erection, construction, expansion, maintenance, and use is harmonious with the development of the Properties.

Section 7. Trash and Garbage. No trash, garbage or other refuse shall be thrown or dumped on any land within the Properties. There shall be no burning of refuse out of doors except as may be approved by the Missoula City-County Health Department, the City of Missoula Fire Department and the Declarant. This shall not be construed to prohibit or deny the installation and use of barbecue pits.

Section 8. Temporary Structures and Vehicular Parking. Trucks exceeding one (1) 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 or Lots within the Properties subject to this Declaration for more than twenty-four (24) hours unless stored in a garage or other structure as approved by the Architectural Control Committee. The Owner of each Lot is encouraged to park all vehicles in a garage or other structure as approved by the Architectural Control Committee. No parking of vehicles shall be permitted on any unpaved surfaces of a Lot. No more than five (5) vehicles owned or driven by the occupants of a residence shall be parked visibly on or adjacent to any Lot.

Section 9. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on any Lot. However, an exception is permitted for one (1) small "For Rent" sign or "For Sale" sign per Lot, and for a period of ten (10) years from the date of this Declaration, the Declarant shall be permitted to place signs within the Properties to promote the development of the Properties. As an additional exception, signs pertaining to any political campaign or issue may be placed upon a Lot, but only for a period of thirty (30) days prior to the election to which the sign pertains.

Section 10. Exterior Maintenance. Each Owner of a Lot on which there is a structure shall provide exterior maintenance upon such Lot and structure to include painting and repairing the structure, maintaining any lawn and the entire Lot to preclude weeds, underbrush and other unsightly objects to accumulate or remain on the grounds. The Owners shall further maintain the boulevard area adjacent to each such Owner's Lot, if any, including the sidewalk, grass and boulevard trees. The Owners shall further maintain the drainage ditch, if any, located on their respective Lots. Such drainage ditches, if any, shall not be filled in or blocked in any manner.

Section 11. Seeding and Planting. At the first appropriate opportunity after disturbance occurs, the Owner of such Lot shall revegetate with beneficial species any areas of ground disturbance created by construction or maintenance of the Lot. Owner shall seed, plant and landscape the entire Lot to protect against erosion, in a manner as approved by the Architectural Control Committee.

Section 12. Vehicles. There shall be no repairing of vehicles on the roads or Lots within the Properties at any time.

Section 13. Utility Connection Costs. The Owner of each Lot shall pay all utilities and utility connection costs.

Section 14. Animals and Pets. No animals or fowl, domestic or wild, except cats, dogs or household birds, such as canaries, may be kept on any of the Properties or in any of the structures thereon, and in no event are any animals or fowl be raised or cared for on a commercial basis, or to become a nuisance or annoyance to the neighbors. Any dogs and cats must be kept on their own Lot or on a leash and under the immediate control of its Owner. The City of Missoula Municipal Code, Title 6 Animals, is included in these covenants by reference and is subject to Article X, Enforcement, of this document, in addition to City penalties. In the event of a conflict between the City Code and this document, the more restrictive shall apply.

Section 15. Wood Burning Devices. No wood burning devices of any type shall be permitted or used in any residential structure erected upon any Lot in the Properties. This specifically includes, but is not limited to, fireplaces, wood burning stoves, pellet stoves, fireplace inserts, or similar devices.

Section 16. Water and Sewer Systems. No individual sewage disposal system shall be permitted on any Lot. The water, sewage and storm water systems shall not be modified or altered without approval by the Department of Health and Environmental Sciences (DHES) for the State of Montana and the Public Service Commission of the State of Montana and shall comply with all regulations imposed by any other governmental agencies having jurisdiction over such systems.

Section 17. Lawn and Garden Irrigation. Water available for lawn and garden irrigation may be limited given the quantity of water available for utilization by the Owners of the Properties. The availability of water shall be governed by the regulations adopted by the water company. No new wells are permitted within the Lots,

Section 18. Firearms. The discharging of firearms on any Lot is strictly forbidden.

Section 19. Control of Hazardous Materials. There shall not be stored or maintained on any Lot more than ten (10) gallons of flammable or volatile liquid gas except for the storage

of residential heating fuel or motor vehicle fuel contained in tanks which are a permanent part of the motor vehicles. No other materials of any kind constituting a fire hazard shall be stored or allowed to accumulate on any Lot.

Section 20. Mining. No mining or mineral removal activity, including the removal or gravel or sand except for landscaping purposes shall be permitted on any Lot or roadway within the Properties.

Section 21. Motorcycles. No recreational use of motorcycles shall be permitted on the Properties except on designated roadways.

Section 22. Ingress and Egress. Declarant retains rights of ingress and egress to, upon, and from the Properties for purposes of locating, installing, erecting, constructing, maintaining, expanding or using waterlines, drains, sewer lines, electric lines, telephone lines and other utilities. Notwithstanding the provisions of Article IX, this section shall not be amended or altered by the Homeowners' Association or Owners without the consent of the Declarant and the water and sewage companies providing services to the Properties.

Section 23. Protest of RSIDS or SIDS. Acceptance of a deed to a Lot or Lots and assessable land depicted on the plat of Linda Vista Estates shall constitute a waiver of the statutory right of protest to the creation of one or more City Special Improvement Districts or Missoula County Rural Special Improvement Districts as follows:

- (i) Acceptance of a deed for a lot within this subdivision constitutes assent of the lot owner to waive the right to protest a future RSID/SID for any improvements to a drainage system; improvements to Miller Creek Road and Lower Miller Creek Road and all on-site roads including, but not limited to, paving, dust abatement, sidewalk, and road surface, and easement widening, based on benefit; maintenance of fire hydrants; for park maintenance, based on benefit in the SW 1/4 of Section 12 or in section 13, T12N, R20W, P.M.M. Missoula County, Montana and may be used in lieu of their signatures on an SID/RSID petition .

The preceding waiver shall run with the land and shall be binding on the transferees, successors and assigns of the owners of the Lots. This provision within the covenants may not be changed or deleted without governing body approval. It is the intent of the Declarant to create an RSID/SID for the purpose of collecting funds for the maintenance of the park and common areas. The initial annual assessment is \$50.00, and the amount of the assessment may be revised by the Homeowners Association as needed.

Section 24. Weed Control. The Owner of each Lot shall be responsible for the control of noxious weeds and vegetation on the entirety of such Owner's Lot. In the event an Owner fails to provide such control, the Homeowners' Association is authorized to enter the Lot and

provide such control at the expense of the Owner of the Lot concerned. The Homeowners Association shall bill the Lot Owner for the cost of the weed control, and if the bill is not paid within 30 days, the Homeowners Association may file a lien against the Lot. Lot owners shall maintain their lots in compliance with the Montana County Noxious Weed Control Act and the Missoula County Noxious Weed Management Plan. Unsold Lots and undeveloped land shall be maintained by the Declarant in compliance with the Montana County Noxious Weed Control Act and the Missoula County Noxious Weed Management Plan.

Section 25. Approval by Declarant. The approval by the Declarant provided for herein may be given by the Declarant, its duly authorized agent and successors or assigns or a committee appointed by the Declarant until the authority to give such approval shall be transferred by the Declarant, its successors, or assigns to the Homeowners' Association.

Section 26. Private Roads. The purchaser and/or owner of the lot or parcel understands and agrees that private road construction, maintenance, and snow removal are the obligation of the owner or property owners' association and that the City of Missoula is in no way obligated to perform such maintenance or upkeep until the roads are brought up to standards and accepted by the City of Missoula for maintenance.

Short Courts (Block 18 and Block 19). The Short Courts accesses and adjacent sidewalks shall be maintained by the adjacent owners within the short court. A private road maintenance agreement shall be required at the time of platting for each short court.

Section 27. Driveways. All Lots with slopes that exceed 10% for the building area shall have driveways graded from the street to the building setback line. Establishing driveway grades is essential for safety and convenience of future property Owners.

Section 28. Type and Use of Residential Structures. No residential structures shall be erected, altered, placed or permitted to remain on any Single Family Lot (Zoning designation R 5.4) other than one (1) single family residential structure. It is the intent of this document that a single family residential structure does not allow an Accessory Dwelling Unit (ADU), duplex or other multi unit use. Outbuildings including storage sheds (no larger than 150 square feet) may be constructed with materials and styles similar to the residence if approved by the Architectural Control Committee and as allowed by the City of Missoula regulations and the conditions of final plat approval. The storage shed may not be located closer than five feet from any property boundary and the location must be approved by the Architectural Review Committee.

Section 29. Residential Structure Site. No Single Family Lot shall have more than one (1) residential structure located upon it. The Architectural Control Committee, however, may, in writing, permit a structure to be built upon portions of two (2) or more Lots, when in its discretion such action is considered in the best interests of the Properties.

Section 30. Single Family Setback Lines. Except for those Lots on which a building

envelope is designated, each Single Family Lot herein described (all Lots within the City of Missoula Title 20 Zoning designation R 5.4) is subject to the current City of Missoula zoning requirements. A summary of the requirements at the time of the preparation of these covenants is as follows:

- (i) No house, appurtenance or outbuilding shall be less than seven and one half feet (7.5'), or one third the height of the subject structure, whichever is greater, from the exterior to the side of any Lot.
- (ii) No portion of any house, appurtenance, or outbuilding shall be less than twenty feet (20') from any front Lot.
- (iii) Providing however that in the event any Owner utilizes two (2) or more contiguous Lots for the purpose of one (1) building site where a portion of the structure or any outbuilding would be built on both Lots, then in that event the above setback lines shall apply as though both Lots constituted one (1) building site without reference to the contiguous Lot lines.
- (iv) Each home located on a Lot shall have a paved driveway at least sixteen feet (16') wide.
- (v) When a conflict with the Missoula City Zoning Ordinance is found, the more restrictive setback shall apply.

Section 31. Residential Structure Size. The ground floor area of any main structure located on a Lot, exclusive of open porches and garages, shall be not less than 1,050 square feet for a one-story house and 1,100 square feet of above ground living area for a split level house. For purposes of clarification, the term "split level house" includes split foyer, split entry, bi-level, or tri-level. Any Lot on the downhill side of the street shall be limited to one story above street grade.

Section 32. Slopes. Slopes greater than 25% are a "No Build Zone". The "No Build Zone" shall be defined as areas where slopes are greater than 25% and shall include the prohibition of all primary and accessory structures, roads and driveways.

Section 33. Fences. Fences or hedges shall not exceed five feet (5') in height and may be placed on any side and rear property lines (defined in the Missoula City Zoning Ordinance). Any fence that is parallel to a public sidewalk shall be a minimum of twenty feet (20') from the edge of the sidewalk. Fencing along the linear common areas (such as Common Area #7 shown on the Preliminary Plat of Linda Vista Estates) shall not exceed 4' in height, and this provision within the covenants may not be changed or deleted without prior governing body approval. All fences and hedges are subject to the approval of the Architectural Control Committee and must

comply with the City of Missoula Fence Ordinance. The Lot Owner shall be responsible for obtaining required permits and approvals from the City of Missoula for the fence.

Section 34. Trash Receptacles. Each Owner of a Lot shall provide suitable receptacles for the temporary storage and collection of refuse and all receptacles shall be screened from the public view and protected from disturbance.

Section 35. Trees. Within six (6) months of the completion or occupancy of any dwelling erected on any Lot, whichever occurs first, the owner shall supply and plant a minimum of four (4) trees (8' to 10' in height). In addition, the Owner is required to plant trees in the boulevard adjacent to the Lot. Boulevard trees shall meet the requirements of the current City of Missoula approved street tree list for boulevard planting.

Section 36. Re-Subdivision. No Lot designated on the plat may be re-subdivided.

Section 37. Utilities, Wiring and Antennas. All utility service lines shall be located underground. Utility meters upon said premises are to be located on the house and are to be as inconspicuous as possible. Television or satellite monitoring devices located upon said premises are to be located so as to be as inconspicuous as possible. Television signal reception dishes may be located on the premises in locations to be as inconspicuous as possible. Television signal reception dishes shall be restricted to the rear yard and shall be located between the projections of the exterior walls of the dwelling to the rear Lot line. Such dishes shall not exceed twenty-four inches (24") in diameter. The location of all exposed utilities and television signal reception dishes shall be subject to the review and approval of the Architectural Control Committee. No external television or radio antennas other than television signal reception dishes specifically authorized herein shall be permitted to be mounted on any residential structure, garage, outbuilding or separately mounted on any Lot. This provision specifically prohibits the construction and erection of any short wave radio towers, ground plane, wind generation facilities or loop antennas. Any solar panels must be approved by the Architectural Control Committee.

Section 38. Building and Fire Codes. All construction shall comply with provisions of the following Codes: One and Two Family Dwelling Codes, Uniform Building Code, National Plumbing Code, Uniform Fire Code, National Electrical Code and any other applicable, established Codes.

Section 39. Construction. All construction on or within the Properties shall be diligently completed and shall in any event be completed within twelve (12) months after commencement unless specific written extension is given by the Homeowners' Association. No construction shall at any time obstruct or interfere with pedestrian or vehicular traffic.

Section 40. Address Signs. Every street number placed on an exterior wall or other

structure as shall be expressed in numerals. The numerals shall either have a reflective surface or shall contrast distinctly with the background on which they are placed so that they are readily visible at night from the street to which the number relates. Numerals shall be at least 4" high.

Section 41. Radon Mitigation. The EPA has designated Missoula County as having a high radon gas potential, and that all new residences should incorporate radon-resistant construction features.

Section 42. Linda Vista Estates – Phase 5. The number of dwelling units in Linda Vista Estates – Phase 5 (Zone RM 2.7) is limited to a maximum of 132 dwelling units.

Section 43. Living With Wildlife. Homeowners and residents (hereafter, residents) must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, livestock feed and other potential attractants. Residents must be aware of potential problems associated with the occasional presence of wildlife such as white-tailed and mule deer, black bear, mountain lion, wolf, coyote, fox, raccoon, skunk, squirrels and woodpeckers. Please contact the Montana Fish, Wildlife & Parks (FWP) office in Missoula (3201 Spurgin Road, Missoula, MT 59804) or see FWP's web site at <http://fwp.mt.gov> for information that can help residents "live with wildlife."

The following covenants are designed to help minimize problems that residents could have with wildlife, as well as help residents protect themselves, their property and the wildlife that Montanans value.

- a. Residents must be aware of the potential for **vegetation damage by wildlife**, particularly from deer feeding on green lawns, gardens, flowers, ornamental shrubs and/or trees in this subdivision. Residents must be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to help avoid problems. Residents should consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.
- b. **Gardens, fruit trees and shrubs** are a major attractant for wildlife such as bears, deer, raccoons and skunks. Keep produce and fruit picked and off the ground, because ripe or rotting vegetable material can attract wildlife. Gardens should be fenced with one-foot of fencing material below ground level and be at least eight-feet in height, in order to discourage wildlife such as deer from feeding in gardens. The top rail should be made of something other than wire to prevent wildlife from entanglement. Netting over gardens can help deter birds from eating berries.
- c. **Garbage** should be stored in secure animal-resistant containers or indoors to avoid attracting wildlife such as bears and raccoons. If stored indoors, it is best not to set

garbage cans out until the morning of garbage pickup; bring cans back indoors by the end of that day.

- d. **Do not feed wildlife** or offer supplements (such as salt blocks), attractants, or bait for deer or other wildlife, including during winter. Feeding wildlife results in unnatural concentrations of animals that could lead to overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (§ 87-6-216, MCA) to purposely or knowingly attract any ungulates (deer, etc.), bears, or mountain lions with supplemental food attractants (any food, garbage, or other attractant for game animals) or to provide supplemental feed attractants in a manner that results in “an artificial concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety.” Also, residents must be aware that deer can attract mountain lions to this subdivision.
- e. **Birdseed** is an attractant to bears. If used, bird feeders should: 1) be suspended a minimum of 20 feet above ground level, 2) be at least 4 feet from any support poles or points, and 3) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.
- f. **Pets** must be confined to the house, in a fenced yard, or in an outdoor kennel area when not under the immediate control of the owner, and not be allowed to roam, as they can chase and kill big game and small birds and mammals. Under state law a person may not purposely, knowingly, or negligently permit dogs to chase, stalk, pursue, attack, or kill hooved game animals (§ 87-6-404, MCA). Keeping pets confined also helps protect them from predatory wildlife.
- g. **Pet food** must be stored indoors, in closed sheds or in animal-resistant containers in order to avoid attracting wildlife such as bears, mountain lions, skunks, and raccoons. Do not leave food out overnight when feeding pets. Consider feeding pets indoors so that wild animals such as bear, skunk or magpie do not learn to associate food with your yard or house.
- h. **Barbecue grills** should be stored indoors. Keep all portions of the barbecues clean. Food spills and smells on and near the grill can attract bears and other wildlife. (Due to the potential hazard of fire and explosion, propane cylinders for gas-fueled grills should be disconnected and kept outdoors. Under no circumstances should propane cylinders be stored indoors.)
- i. Consider **boundary fencing** that is no higher than 3-1/2 feet at the top rail or wire and no lower than 18 inches at the bottom rail or wire, in order to facilitate wildlife movement and help avoid animals such as deer becoming entangled in the fence or injured when trying to jump the fence. FWP encourages the use of split-rail fences or other wildlife-

friendly designs. Contact FWP or view FWP's website, for a brochure or information on building "wildlife friendly" fencing.

- j. **Compost piles** can attract skunks and bears. If used compost piles should be kept in wildlife-resistant containers or structures. Compost piles should be limited to grass, leaves, and garden clippings, and piles should be turned regularly. Do not add food scraps. Adding lime can reduce smells and help decomposition. (Due to the potential fire hazard associated with decomposition of organic materials, compost piles should be kept at least 10 feet from structures.)

ARTICLE VIII

TERM OF DECLARATION

The provisions of this Declaration shall be covenants running with the land and shall be binding for a term of twenty (20) years from the date of this Declaration after which time the Declaration shall automatically be extended for successive periods of ten (10) years each unless waived, altered, abandoned, terminated or amended, in the manner as required by Article IX.

ARTICLE IX

WAIVER, ALTERATION, ABANDONMENT, TERMINATION OR AMENDMENT

This Declaration may be waived, altered, abandoned, terminated or amended by an instrument signed by seventy-five percent (75%) of the Owners of Lots of the Properties subject to this Declaration; provided, however, that; (1) any such waiver, alteration, abandonment, termination or amendment which shall affect any part of this Declaration required as a condition of approval of Linda Vista Estates in whole or in part must be reviewed and approved by the governing body, including the following sections;

- a. Address Signage Article VII, Section 40,
- b. Four Foot Fence Height Maximum Along Common Areas Article VII, Section 33,
- c. Wood Burning Devices Article VII, Section 15,
- d. RSID/SID's Article VII, Section 23,
- e. Weed Control Article II, Section 2, Article V, Section 1 and Article VII, Section 10, Section 11 and Section 24,
- f. No Build Zones Article VII, Section 32,
- g. Living With Wildlife Article VII, Section 43
- h. Private Roads Article VII, Section 26,
- i. Maximum Number of Dwelling Units in Phase 5 (multi-family lot) Article VII,

- Section 42,
j. Waiver, Alteration, Abandonment, Termination or Amendment Article IX (this section);

and (2) any such waiver, alterations, abandonment, termination or amendment which shall affect the water and sewage systems must first be approved by the Department of Health and Environmental Sciences of the State of Montana, the Public Service Commission of the State of Montana and the Declarant. The right to waive, alter, abandon, terminate or amend certain provisions in this Declaration has been restricted or eliminated notwithstanding any provision contained in this Article.

ARTICLE X

ENFORCEMENT

Section 1. General Enforcement. The Declarant, the Homeowners' Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter arising under this Declaration. Failure by the Declarant, the Homeowners' Association or any Owner to enforce any Covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. If any person entitled to do so shall bring legal action to enforce any provision of this agreement, the prevailing party to such action shall be entitled to recover from the other, in addition to any other damages or injunctive relief, reasonable attorney's fees and costs of the action.

- A. Repeat offenders of the same or similar offense. A Covenant Violation will be considered a "continuing violation" that permits a covenant violation assessment in the following circumstance. In the event a Lot Owner has received two Notices of Covenant Violation letters within the same calendar year (January 1 through December 31) for the same or a similar violation. The following examples illustrate application of this principle:
- a. One letter for a camper trailer violation and a second for a boat/trailer violation would result in a covenant violation assessment if any recreational vehicle or trailer non-compliance occurs during the remainder of the calendar year.
 - b. For landscaping violations, one letter for lack of irrigation and a second letter for lack of mowing would result in a covenant violation assessment if any landscaping non-compliance occurs during the remainder of the calendar year.
 - c. One letter for an RV violation and a second letter for a landscaping violation would NOT result in a covenant violation assessment for one additional event of non-compliance of either type.

- d. If a second Notice of Covenant Violation is sent to a homeowners address for the same or a similar covenant violation (in a single calendar year), a covenant violation assessment applies for any continuing non-compliance, or for an another event of similar non-compliance. In other words, it make no difference if the trailer (for example) is moved from the home temporarily or if it has continuously been at the homeowner property.
 - e. If a homeowner cures the violation for a temporary period after a Notice of Covenant Violation Assessment, but the same or a similar covenant violation occurs in the same calendar year, an additional covenant violation assessment applies immediately (no additional "warning" letters).
 - f. If an Association covenant enforcement representative is aware that a new homeowner is located at an address that received a first notice during prior ownership, then a second notice in a calendar year would NOT result in a covenant violation assessment (a third notice to this address would, however). The covenant violation assessment letter would include a provision for a new homeowner to request a waiver of the assessment in writing if this is their first notice of a violation. This waiver provision applies only to the owner of the property, not to a new tenant with the same landlord.
- B. All covenant Violation Assessments apply to the person or entity who is the recorded Owner of a fee or a divided fee interest in the Lot where the violation occurs. The assessment will be sent to the Linda Vista address and any additional address on the Missoula County records that is different. A copy of this resolution will accompany the covenant violation assessment.
- C. The Covenant Violation Assessment is payable to the Association's Treasurer thirty (30) days after the Notice of Covenant been Violation Assessment is mailed and the appropriate instructions to this effect will be present on the Notice of Covenant Violation Assessment. When Covenant Violation Assessments are sent by a covenant enforcement representative, an electronic or paper copy will be delivered to the Treasurer for collection monitoring. If the Covenant Violation Assessment is not paid within 30 days, then it becomes delinquent, accrues interest at the highest rate permitted by law and allows the Board to pursue collection remedies. Collection remedies may include turning the matter over for collection or pursuing lien rights. All costs incurred by the Association to collect an assessment(s), including reasonable attorney and collection agency fees, will be additional assessments and liens on the property as allowed by the Covenants.
- D. The initial Covenant Violation Assessment amount is set at \$100.00 for the first violation/assessment in any calendar year and \$200 for each subsequent violation/assessment in the same calendar year. The Board may adjust this amount at any time at its discretion. All costs incurred by the Association to collect an assessment(s), including reasonable attorney fees, will be additional assessments on the property, as allowed by the covenants.

ARTICLE XI

SEVERABILITY

Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in full force and effect and in particular the invalidation of any separate paragraph of the provisions relating to building restrictions shall in no way affect the enforceability of any other paragraph.

ARTICLE XII

LIABILITY OF THE DECLARANT

The Declarant shall have no liability for any of its actions or failures to act, or for any actions or failures to act of the Homeowners' Association or any Owners of the property within the Properties. The relationship between the Declarant, the Homeowners' Association and the property Owners shall be deemed to be that of independent contractors, and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant may expressly assume herein.

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the year and date first above written.

LLOYD A. TWITE FAMILY PARTNERSHIP

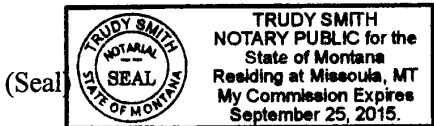
By *Lloyd A Twite*
Lloyd A. Twite, Managing Partner

STATE OF MONTANA)
 : ss.
County of Missoula)

This instrument was acknowledged before me on the 9 day of June, 2015, by Lloyd A. Twite, managing partner of the Lloyd A. Twite Family Partnership.

Trudy Smith

Notary Public for the State of Montana
Residing at:
My Commission Expires:



Return to:
Gilbert Larson Engineering
PO Box 1347, Missoula MT 59806

ADDITION OF PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

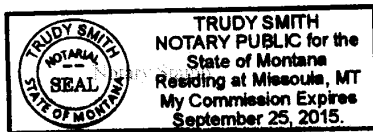
Scott A. Twite and Joy E. Twite, Declarants under the Declaration of Covenants, Conditions and Restrictions of Linda Vista Eighth Supplement – Phase 1 and Lloyd A. Twite Family Partnership, Declarant under all other Declarations of Covenants, Conditions and Restrictions of the Linda Vista Supplements which are administered by and under the jurisdiction of the Upper Linda Vista Homeowners Association, Inc., hereby add the property subject to the Declaration of Covenants, Conditions and Restrictions of Linda Vista Estates to the property to be administered by and under the jurisdiction of Upper Linda Vista Homeowners Association, Inc. with the responsibility for maintaining, administering and enforcing the covenants, easements, conditions and restrictions set forth in the Linda Vista Estates Declaration of Covenants, Conditions and Restrictions. The addition of the property covered by the Declaration of Covenants, Conditions and Restrictions of Linda Vista Estates to the property administered by and under the jurisdiction of the Upper Linda Vista Homeowners Association, Inc. is made pursuant to Article III, Section 2 of the Declarations of Covenants, Conditions and Restrictions of all of the property currently administered by and under the jurisdiction of the Upper Linda Vista Homeowners Association, Inc. for the responsibility of maintaining, administering and enforcing covenants, easements, conditions and restrictions as set forth in the various covenants, conditions and restrictions.

DATED this 8th day of June, 2015

Lloyd A. Twite Partnership

By: Lloyd A Twite

Lloyd A. Twite, Partner and Authorized Agent

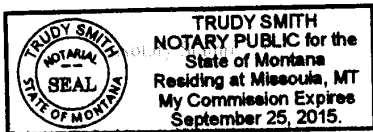


ss Trudy Smith
Notary Public for the State of Montana
Printed Name of Notary Trudy Smith
Residing in _____
My Commission expires _____

DATED this 8 day of June, 2015

By: Scott A. Twite

Scott A. Twite

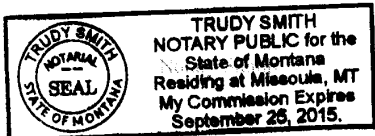


ss Trudy Smith
Notary Public for the State of MT
Printed Name of Notary Trudy Smith
Residing in _____
My Commission expires _____

DATED this 8 day of June, 2015

By: Joy E. Twite

Joy E. Twite



ss Trudy Smith
Notary Public for the State of MT
Printed Name of Notary Trudy Smith
Residing in _____
My Commission expires _____

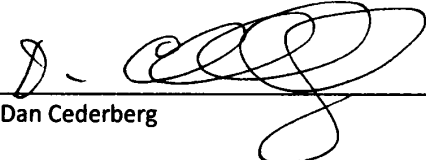
ATTORNEY'S CERTIFICATE

COMES NOW, Dan Cederberg, who after being duly sworn, upon his oath deposes and states as follows:

1. That he is an attorney licensed to practice in the State of Montana and gives this affidavit in compliance with Section 5-050.4.F of the City of Missoula Subdivision Regulations.
2. That he has participated in the preparation of the Declaration of Covenants for the Linda Vista Estates and in connection therewith, is thoroughly familiar with the content of the proposed Declarations.
3. That the proposed Declaration of Covenants for the Linda Vista Estates contains the applicable provisions required by the Regulations of the City of Missoula and satisfy the conditions for plat approval as set forth by the City of Missoula.
4. To the best of his knowledge, no provision contained within the proposed covenants conflicts with any provisions upon which the plat approval was conditioned.

FURTHER, AFFIANT SAYETH NOT.

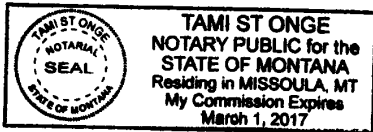
Dated this 21st day of May, 2015.




 Dan Cederberg

STATE OF MONTANA)
 :SS
 County of Missoula)

ACKNOWLEDGED before me by Dan Cederberg, this 21st day of May, 2015.





 Notary Public for the State of Montana
 Printed Name of Notary: Tami St Onge
 Residing at: Missoula
 My commission expires: March 1, 2017