

Return To:
Michael D. Bybee, Esq.
Milodragovich, Dale & Steinbrenner, P.C.
P.O. Box 4947
Missoula, MT 59806

202107863 B:1052 P:593 Pages:27 Fee:\$189.00
03/26/2021 04:22:20 PM Covenants
Tyler R. Gernant, Missoula County Clerk & Recorder



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AMENDED PLAT OF LOT 1, HAMEL ACRES SUBDIVISION**

This DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), is made on this 20 day of January, 2021, by Kathryn A. Cotnoir and Dana L. Cotnoir, of P.O. Box 349, Frenchtown, Montana 59834, with reference to the following recitals:

RECITALS

WHEREAS, Kathryn A. Cotnoir and Dana L. Cotnoir (hereinafter collectively "Declarant") are the owners of certain real property located in Missoula County, Montana, which is more particularly described as follows:

LOT 1 OF HAMEL ACRES, A PLATTED SUBDIVISION OF MISSOULA COUNTY, MONTANA, ACCORDING TO THE OFFICIAL RECORDED PLAT THEREOF IN BOOK 24 OF PLATS, AT PAGE 44

Recording Reference: Book 856, Page 326, Document No. 201004242

WHEREAS, said property is being further subdivided and will be more particularly described as follows (hereinafter the "**Property**"):

LOTS 1 THROUGH 13, OF AMENDED PLAT OF LOT 1, HAMEL ACRES, A RECORDED SUBDIVISION OF MISSOULA COUNTY, MONTANA, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 21 WEST, PRINCIPAL MERIDIAN, MONTANA.

WHEREAS said Property includes common areas as are shown and depicted on the Amended Plat of Lot 1, Hamel Acres.

WHEREAS, Declarant wishes to place covenants, conditions and restrictions upon the Property for the use and benefit of the Property, the Declarant, and the future owners thereof;

NOW THEREFORE, the Declarant hereby declares that all the Property described above shall be held, sold, and conveyed subject to the following easements, covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The easements, covenants, conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property, or any part thereof, and shall inure to the benefit of and be binding upon the successors in interest of each Owner thereof, whether or not this Declaration is identified in any subsequent grant, conveyance, or transfer of the Property.

DECLARATION

- I. DEFINITIONS.** Unless the context expressly provides otherwise, the following definitions shall pertain throughout this Declaration and in its interpretation:
- A. “Association”** shall mean the Board of Directors of Hamel Acres Homeowners Association, Inc., to be incorporated by Declarant, as a Montana non-profit corporation, as set forth herein.
 - B. “Bylaws”** shall mean the Bylaws of the Association as the same may, from time to time, be amended.
 - C. “Common Area”** shall mean any real property in which the Association holds an interests or which is held or maintained, either permanently or temporarily, for common use, benefit, and enjoyment of the Owners as depicted on Exhibit A.
 - D. “Declarant”** shall mean and refer to Kathryn A. Cotnoir and Dana L. Cotnoir and their successors and assigns, if their successors and assigns acquire a majority of the undeveloped Lots from Declarant for the purpose of development. Throughout this Declaration, certain rights and privileges may be reserved to the Declarant that are not reserved to the Owners.
 - E. “Declaration”** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Amended Plat of Lot 1, Hamel Acres, and any amendments hereinafter adopted pursuant to the provisions herein.
 - E. “Development”** shall mean all of the Property, which includes residential lots and any Common Areas included on the Amended Plat of Lot 1, Hamel Acres at the time of submission of this Declaration, or afterwards annexed into or otherwise made part of the Association.

- F. **"Lot"** shall mean and refer to any plot of land designated as a Lot upon the recorded Amended Plat of Lot 1, Hamel Acres or as shown on any future plat should additional real property be annexed into or otherwise made part of the Association, inclusive of all private roadways depicted as an easement across the Lots of the Property.
- G. **"Member"** shall mean and refer to every person or entity who is a Member of the Association as set forth herein.
- H. **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple interest in any Lot which is part of the Property, including buyers under a contract for deed, but excluding those having only an interest as security for the performance of an obligation. A person or entity with only a leasehold interest is not an Owner.
- I. **"Property"** shall mean and refer to that certain Property described above in the Recitals, and such other real property that may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

II. MEMBERSHIP AND VOTING RIGHTS

- A. **Membership.** Every person or entity who is an Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Development. Ownership of any Lot is the sole qualification for membership and no person or entity shall have the right to serve on the Board of Directors having anything less than fee ownership of a Lot. Interest under a contract or deed shall qualify as ownership of a Lot, provided, however, that the seller under the contract for deed is no longer considered eligible for Membership.
- B. **Voting Rights.** The Members of the Association shall be entitled to one (1) vote for each Lot in which the Member or Members are an Owner. When more than one person or entity owns an interest in any Lot which qualifies for membership, the vote for such Lot shall be exercised as such persons or entities determine, but in no event may more than one (1) vote per Lot be cast, except as stated below. Members shall be entitled to one (1) vote for each Lot owned.
- C. **Declarant Voting Rights.** For so long as the Declarant is the Owner of at least one (1) Lot, the Declarant shall be entitled to ten (10) votes for each Lot in which Declarant holds an interest which qualifies for membership. Declarant's right to vote shall apply to all Lots depicted on the Amended Plat of Lot 1, Hamel Acres, including any Lots which may be annexed and made a part of the Development in the future.

- D. Consent to Membership.** Each Owner, by accepting and/or recording a deed, notice of purchaser's interest, or other documentation which qualifies the person or entity as an Owner of a Lot shall be deemed to have consented to membership in the Association.

III. HOMEOWNERS' ASSOCIATION

- A. Creation.** The Declarant, after execution of this Declaration but before the sale of any Lots, shall incorporate, in the State of Montana, a non-profit corporation by the name of Hamel Acres Homeowners Association, Inc., if available. If this name is unavailable, Declarant shall determine another suitable name for the Association.
- B. Purpose and Responsibilities.** The Association shall be incorporated for the purposes of exercising the powers as described in this Declaration. The Association shall also be responsible for the operation, maintenance, and management of the Common Area or Areas, including the repair and replacement of all improvements and common amenities within any portion of a Common Area. The Association shall be responsible for the maintenance of Common Areas and private roadways within the plat, as provided for herein, until such time as such responsibility for maintenance may be accepted by Missoula County or other governmental body. The Owners shall be responsible for the maintenance of their respective wells and septic systems.
- C. Authority.** The Association shall, by and through its Board of Directors, have the power and authority to convey any Common Area to any governmental entity or political subdivision, and may receive any conveyance of real property from any governmental entity or political subdivision, or any individual or entity, to hold such real property for the use and benefit of the Members of the Association.
- D. Other.** The Association may also provide additional services as it determines necessary and proper. The Association may provide such services for all or a portion of the property within its jurisdiction or with which it may contract and levy assessments on such portion of its Members or others as derive benefits from services concerned. Further, the Association may retain the services of a professional manager or management company to carry out its duties under the terms of this Declaration.

IV. ASSESSMENTS

- A. Authority to Levy Assessments.** Each Owner hereby covenants and agrees to pay to the Association assessments, all such assessments to be fixed, established and collected from time to time as hereinafter provided. Unless

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

- B. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of the Association discharging its responsibilities, as described herein, and for the administration and enforcement of this Declaration and any Bylaws of the Association now in effect or hereafter adopted.
- C. Types of Assessments.** The assessments levied by the Board of Directors of the Association shall be utilized to provide funds consistent with the purposes of the Association. The assessments may include, but shall not be limited to, the following:
1. General Assessments. A general assessment for administration of the 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 Association.

2. Special Assessments. 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 special assessment in excess of \$100.00 per Lot shall be levied, which has not been approved by the affirmative vote of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such special assessment.
3. Reserve and Compliance Assessments. In addition to the assessments provided above, the Association may establish an assessment for the purpose of creating and/or maintaining a reserve fund to accommodate unexpected expenditures for, but not limited to, legal expenses to enforce this Declaration. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.

D. Property Subject to Assessments. All Lots shall be subject to assessment by the Association except that those Lots or Common Areas acquired by or otherwise under the control of the Association shall not be subject to assessment for so long as the Association maintains ownership of such Lots and Common Areas. Additionally, any property which may be dedicated to and accepted by a governmental entity or political subdivision shall also be exempt from any assessments created herein.

E. Commencement of Assessments. The assessments of the Association as 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. Unless implemented due to an emergency, the Board of Directors shall fix the amount of the assessment against each Lot for each assessment period and the due date of each assessment at least thirty (30) days in advance of the due date. The secretary of the Association shall maintain a ledger of the Lots and the assessments due thereon. Written notice of any assessment shall be sent to every Owner. Every Owner shall provide the Association with a mailing address, absent which, the Association may rely upon and use the taxpayer address from the county tax rolls or records.

F. Non-Payment of Assessments. Assessments levied by the Association that are unpaid by midnight on the date when due shall become delinquent and shall, together with interest thereon, become a continuing lien upon the Lot, against which the unpaid assessment was levied. The lien shall run with the land and

shall have a priority from the date the Association records proper notice of the lien in the records of the Missoula County Clerk and Recorder.

- G. Certificate of Payment.** Upon demand by an Owner or a person or entity who holds a security interest in any Lot, the secretary of the Association shall furnish a certificate in writing attesting to whether the assessments upon the Lot have been paid or are delinquent. Such certificate shall be conclusive evidence of payment of any assessments. A reasonable change may be made by the Association for the issuance of the certificate.

V. USE RESTRICTIONS AND PROTECTIVE COVENANTS

The following covenants, conditions and restrictions are intended to provide uniformity and predictability to the maintenance, repair, and improvement of the properties subjected to this Declaration. Specific exemptions are made herein for specific Lots such as Lot 13 which is to be managed as an active agricultural Lot within the Development. Unless specifically exempted, the following covenants, conditions and restrictions shall apply to all Lots within the Development.

- A. House Numbers.** All residences within this subdivision shall post address signs visible from public streets in all light conditions. Address numbers shall be no less than 4" in height. For clarification on this requirement contact the Frenchtown Rural Fire District.
- B. Land and Building Use.** Construction of residential buildings and accessory buildings shall be guided by rules and regulations promulgated by the Architectural Control Committee and shall be of a modern, rustic-farmhouse style. No Lot (except Lot 13) shall be utilized for anything other than single-family residential purposes. For Lots 1 through Lot 3, a duplex shall constitute a single-family residential purpose and shall be permitted on those Lots only. Except for permitted agricultural operations on Lot 13, no business, trade, or manufacture shall be conducted on any Lot, unless said home business is of such nature that it does not require a store front, business signage, employees, and does not increase traffic within the Development. The following additional covenants and restrictions shall be incorporated into the Architectural Control Committee Rules and Regulations:
1. All residential structures shall be constructed with non-combustible material utilized for siding.
 2. The building or structure which is to serve as the main dwelling unit on each respective Lot shall not contain less than 1,250 square feet of finished

living space and shall contain an attached or detached garage capable of storing at least one (1) vehicle.

3. No building or structure shall be built, modified or altered, upon any Lot until the plans and specifications of the proposed building or structure, including any modifications or alterations thereto, have been approved by the Architectural Control Committee.
4. No building permits shall be issued for any Lot not in compliance with the covenants, conditions and restrictions outline in this Declaration. The Association, Declarant, or any Owner may enforce this provision by seeking injunctive relief or any other legal remedies available in law or in equity.
5. Driveways in excess of 150 feet in length shall be approved by the Frenchtown Rural Fire District prior to building permit approval. A turn-around for fire protection apparatus must be incorporated into the terminus of the driveway. Driveways shall provide 20 feet of unobstructed drivable width and 13 feet 6 inches of unobstructed vertical clearance the length of the drive. Driveways shall not exceed 10% grade and shall be constructed to support emergency vehicles in all weather conditions.
6. The Missoula City-County Health Department recommends that builders consider using energy efficient building techniques such as building orientation to the sun, appropriately sized eaves, wind breaks, extra insulation, passive solar lighting, solar heating, 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

C Fire Suppression. The installation of interior fire sprinklers that meet NFPA 1 and NFPA 13D standards are required in each new home for the purpose of fire protection. Plans for installation of interior fire sprinklers shall be approved by the Missoula County Fire Inspector prior to building permit approval. Failure to install sprinklers in any new home or building may subject the entire subdivision to the cost of installation of a shared water source for firefighting purposes. This section of the covenants may not be changed or deleted without governing body approval.

D Exterior Lighting. To promote public health and safety, reduce energy consumption, and reduce impacts to nocturnal wildlife, full cut-off lighting is recommended for any new construction within this Development. A full cut-off fixture means a fixture, as installed, that is designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane through the

lowest point on the fixture where light is emitted. The source of light should be fully shielded on the top and sides, so as not to emit light upwards or sideways, but only allowing light to shine down towards the subject that is to be lighted. Low voltage landscape lighting is permitted, provided, however, that such lighting shall be shielded in a manner that eliminates glare and light trespass. Motion detection lighting is permitted for safety. Holiday and temporary lighting are permitted but are to be limited to no more than one (1) calendar month a year.

- E. Outbuildings.** Notwithstanding the foregoing, after completion of construction of the main dwelling house one outbuilding, no larger than 800 square feet in size and matching the main dwelling house in color, material, design and aesthetic quality, may be constructed on each Lot. No outbuilding may be constructed on any Lot without prior approval of the Architectural Control Committee. No metal buildings or outbuilding may be constructed or erected on any Lot.
- F. Construction, Repairs, and Improvements.** Owners shall obtain all required City, County and/or State permits prior to initiation of any construction, repairs, or improvements. All Owners must comply with the Laws and Regulations of the State of Montana and Missoula County as to fire protection, building modifications and construction, sanitation, public health, and safety. Owners shall also comply with any Rules and Regulations the Association and/or the Architectural Control Committee may enact pertaining to construction, repairs, and/or improvements. All construction and maintenance projects, including, but not limited to, remodeling, additions, roof repairs, construction of outbuildings, and maintenance, painting, and landscaping, shall be diligently pursued and completed within one (1) year of commencement, subject to extension by unanimous approval by the Architectural Control Committee. Additionally, projects must be kept in a neat and safe condition and cleaned at the end of each day to prevent debris from blowing away and affecting neighbors.
- G. Colors.** Exterior colors shall be aesthetically pleasing and earth tone in nature. Color-coordinated trims are permitted, but in no case are bright, vibrant, colors permitted. Bright, vibrant, or accent colors on the front door of the residential structure shall be permitted.
- H. Maintenance.** Each Owner shall properly maintain their respective Lot including any structures and fences thereon in a safe, clean, neat and/or reconditioned manner and/or appearance, whether subject to a public access easement or not.
- I. Road Maintenance.** The Association shall maintain the private road located within the subdivision according to the Private Road Maintenance Agreement. The Private Road Maintenance Agreement is hereby made part of this Declaration and is attached as **Exhibit A**.

- J. Weed Control.** The Owner of each Lot shall maintain their Lots in compliance with the Montana County Weed Control Act, the Missoula County Noxious Weed Management Plan, and the Lot 1 of Hamel Acres Subdivision Weed Management Plan attached hereto as **Exhibit B**. Owners shall revegetate any ground disturbance caused by construction or maintenance with beneficial species at the first appropriate opportunity after construction or maintenance is complete.
- K. Wood Burning Devices.** In accordance with the Missoula City-County Air Pollution Control Program, regulations prohibit the installation of wood burning stoves or fireplaces. Pellet stoves that meet emission requirements or natural gas or propane fireplaces may be installed. Pellet stoves require an installation permit from the Health Department.
- L. Disposal of Pharmaceuticals and Medicines.** The Owner of each Lot shall properly dispose of their pharmaceuticals and medicines according to the recommendations and requirements of the City/County Health Department's Water Quality District. These materials shall not be dumped in the wastewater collection system or placed in the garbage.
- M. Disposal of Hazardous and Toxic Materials.** The Owner of each Lot shall properly dispose of their hazardous and toxic materials according to the recommendations and requirements of the City/County Health Department's Water Quality District. Hazardous and toxic materials can include, but are not limited to the following: oil-based paints and stains, paint thinner, degreasers, gasoline, other flammable liquids, aerosol paints, fertilizer, non-alkaline household batteries, used motor oil, antifreeze, fluorescent tubes, mercury fever thermometers, pesticides, caustics, strong acids and chlorinated solvents. These materials shall not be dumped in the wastewater collection system or placed in the garbage.
- N. Easements.** Easements for sewer service, water service, gas, electricity, telephone, sidewalks, access and any other utilities are hereby reserved as shown on the Amended Plat of Lot 1, Hamel Acres. Easements may be landscaped by Owners as to enhance their appearance so long as the landscaping does not interfere with the use of the easement.
- O. Parking.** No vehicle or trailer shall be parked upon any portion of any Lot not established for the sole purpose of accommodating parked vehicles or trailers. In no instance is any vehicle or trailer permitted to be parked on a lawn or any other surface covered by vegetation. Additionally, abandoned, inoperable, or unlicensed vehicles, including, but not limited to, mobile homes, recreational vehicles, campers, boats, and trailers, shall not be allowed to remain on any Lot or parked on any private road abutting any Lot. This provision is not intended to

preclude the entry of construction, maintenance, delivery, moving, or other such services while they are being utilized in connection with services for the Lot. In no case shall a motorized vehicle of any kind, or parts thereof, which is either non-operational or non-licensed, remain on any part of a Lot for more than one (1) month.

- P. Mobile Homes.** Mobile homes and manufactured homes shall not be permitted, except as authorized by the Board of Directors, or except as authorized herein. No structure of temporary character, recreational vehicle, camper unit, trailer, or tent, shall be used for habitation on any Lot. The recreational use of tents for overnight camping is permitted so long as such tents are not used for permanent or seasonal habitation nor interfere with the peace and tranquility enjoyed by Owners and neighbors.
- Q. Fences.** Any fence constructed on any portion of any Lot shall be neatly constructed and properly maintained and shall not exceed six (6) feet in height, or as otherwise permitted by local and county ordinances. Owners are permitted to construct a privacy fence so long as the fence is not constructed with white vinyl fencing and so long as the privacy fence does not exceed thirty (30) linear feet.
- R. Boundary Fence.** Boundary fences are discouraged. In the event an Owner erects a boundary fence, said fence shall be constructed in such a manner that has as minimal impact on wildlife as possible as outlined in Section HH below.
- S. Boundary Control Monuments.** The Declarant has caused survey monuments to be placed on the corners of each Lot. It shall be the responsibility of the Owner of each Lot to provide for immediate professional replacement of any survey monuments that are removed or become lost or obliterated from such Owner's Lot.
- T. Nuisances.** No noxious or offensive activity shall be carried on or permitted on any Lot, nor shall any Lot be used in any way which may endanger the health or safety of, or unreasonably disturb, the neighborhood.
- U. Garbage and Junk.** No outdoor storage of items out of the ordinary is allowed. No rubbish, trash or other waste or refuse shall be permitted to accumulate on any Lot, except in sanitary containers which shall be emptied and removed from the premises on appropriate intervals. All garbage shall be stored in containers of metal, plastic or other suitable material with sufficiently tight fitting covers so as to prevent the escape of noxious odors and to deter entrance of, or destruction by, animals. There shall be no burning of refuse out-of-doors. Additionally, no portion of any Lot shall be used for the wrecking, repairing, dismantling and/or

storage of junk, including, but not limited to, inoperable or unlicensed motor vehicles and scrap materials of every sort.

- V. **Insurance.** Each Owner shall procure fire and other casualty insurance in an amount customary at the time and shall ensure that at all times the entire residential structure on the Lot is effectively insured and shall provide any Owner or the Association with proof of insurance upon request. This provision is forward-looking and requires the purchase of the customary homeowner's policy as it exists currently and necessarily may require the respective Owner to upgrade his or her coverage from time to time. Owners of Lots which contain a duplex may form a subordinate homeowners' association for the collective management of their shared-residential structures so long as it adheres to this Declaration.
- W. **Rental or Lease of Lot.** Except for Lot 1, Lot 2, and Lot 3, as depicted on the Amended Plat of Lot 1, Hamel Acres, no Owner may lease their Lot for a long term period. For purposes of this provision, a long term period shall consist of a term longer than two (2) weeks. The Owner of a Lot other than Lot 1, Lot 2, and Lot 3, shall have the right to lease the Owner's Lot for a period not to exceed two (2) weeks, subject to the below.

Lot 1, Lot 2, and Lot 3, as depicted on the Amended Plat of Lot 1, Hamel Acres, the Owners may lease one or both dwelling units within the duplex on each Lot, subject to this section.

Any lease or rental of a residence as permitted above, is permitted so long as the lease or rental agreement requires tenants to abide by and be responsible for adhering to the provisions of this Declaration. Prior to executing a lease or rental agreement, the Owner shall provide the individual(s) leasing or occupying a residence on a Lot with a copy of this Declaration and any subsequently executed amendments.

The Owner who elects to rent a residence shall ensure the Owner has an appropriate property casualty insurance policy in effect to cover any damages to persons or property that may occur or result from the rental. In the event the rental is a long-term agreement, the Owner shall require the renter(s) procure a renter's insurance policy with substantially similar coverage to that required of the Owner.

If an Owner fails to provide a renter (whether short-term or long-term) with the provisions contained herein, such provisions shall nevertheless be deemed to be a part of the lease and shall be binding upon the Owner and the renter or lessee by reason of the constructive notice provisions of Mont. Code Ann. § 70-21-302. In the event a renter or lessee violates, or permits to be violated, the provisions

herein, the Declarant, any Owner, or the Association shall have the right and authority, after giving notice of such violation or violations to the Owner and/or renter, to pursue all remedies available in law or in equity to abate or terminate such violation or violations at the expense of the Owner of the Lot responsible for such violation(s).

Notwithstanding the provisions herein, the Owner of Lot 13 may lease Lot 13 for agricultural operations and for residential purposes related to agricultural operations.

- X. Utilities.** Owners shall pay his or her respective portion for the repair, maintenance, improvement, or replacement of utilities depicted on the Amended Plat of Lot 1, Hamel Acres. Should the Owners fail to agree on the division of payment, they shall submit to mediation to resolve the matter. However, this provision does not relinquish any Owner's right to a trial should mediation prove unsuccessful.
- Y. Pets.** Each Owner is limited to no more than two (2) domestic dogs and Two (2) domestic cats as well as up to six (6) chickens (no roosters are permitted), so long as chickens are permitted by local regulations and do not interfere with the peace and enjoyment of the Development. No animals or pets may be used for commercial breeding. The presence and use of service animals for the handicapped or disabled shall be permitted upon the Owner's Lot and the Common Area within the Development. All Owners of permitted pets shall be responsible for keeping their pet contained and for clean up of all waste. Such pets shall not be allowed to be at large in the Development, but may be permitted within fenced portions of a particular Lot. No animal kept outdoors shall be allowed to become a nuisance or a frequent source of noise and shall be housed in such a manner so as recommended by Montana Fish, Wildlife & Parks' "live with wildlife" guidelines outlined below. Except for Lot 13, and except as outlined above, no Lot shall be permitted to have domestic or farm animals within the Development.
- Z. Radon.** The Environmental Protection Agency has designated Missoula County as having a high radon potential (Zone 1). Missoula City-County Health Department recommends all new construction should incorporate radon resistance construction features.
- AA. Water Use Restrictions.** For water conservation purposes, to satisfy DNRC regulations, and to mitigate overusing the allocated water rights, Owners of each Lot shall install individual water meters on their private well supply lines before the first point of use. The meter must register well usage before any potable or irrigation water is used. The usage of each well will be read and recorded by the

Association annually and the records shall be maintained by the secretary of the Association. The secretary shall report the usage to the Department of Natural Resources and Conservation and to Missoula Community and Planning Services annually.

Each Lot is allocated a specific Acre-Foot (AF) volume of groundwater per year and the Development use as a whole shall not exceed a volume of 10 AF per year extracted from the combined wells. The well allocations per Lot are as follows:

Lots 1-3: 0.98 AF/year
Lots 4-13: 0.70 AF/year

It is suggested that Owners install no more than 7,185 square feet of irrigated landscaping until they have an idea of their annual water usage. Owners may have landscaped areas larger than suggested only if they stay below their allocated AF/year for their Lot. It is recommended that Owners utilize water wise or xeriscape techniques for landscaping. Xeriscaping requires little to no irrigation.

BB. Agricultural Notification. Owners are notice that agricultural operations exist on Lot 13 of the Development and may exist on property adjacent to or in the vicinity of the Development. Such operations may produce exposure to odors, dust and noise, exposure to hazards such as irrigation ditches, ponds, fencing, and livestock protection methods, and the use of agricultural chemicals and farm equipment. Owners should be aware that such operations are authorized and encouraged and should be aware of potential impacts they may encounter such as, but not limited to, domestic animal nuisances, trespass, and traffic.

CC. Missoula County Right to Farm, Ranch and Practice Forestry Policy. In addition to Montana's right to farm law, MCA § 27-30-101(3), or as herein modified, Missoula County maintains a right to farm, ranch and practice forestry policy. As a result of normal agricultural, ranching and forestry operation and practices, you may be subject to conditions arising from such operations, including, but not limited to odors, flies, fumes, dust, smoke, mud, light, noise, traffic, changes in appearance, the operation of machinery of any kind during any 24 hour period (including aircraft), animals, the storage and transport and disposal of manure and the application of chemical fertilizers, soils amendments, herbicides and pesticides. Missoula County has determined that the use of real property for agricultural, ranching, and forestry operations is a high priority and protected use in the County. Those conditions, inconveniences or discomforts arising from agricultural, ranching and forestry operations, if such operations are consistent with commonly accepted good management practices and comply with local, State, and Federal laws, shall not be considered a nuisance unless the activity or practice has a substantial adverse effect on public health and safety.

- DD. Agricultural Soils.** The Owners of Lot 1 of Hamel Acres should be aware that soils within the Development have been classified by the Natural Resources Conservation Services as being of high quality for agricultural use (Prime or Prime if Irrigated). Owners of Lot 1 of Hamel Acres support, encourage, and protect the personal use of portions of Lots for high-yield vegetable gardening.
- EE. Live/Farm Agricultural Lot.** Lot 13 shall be reserved as a dedicated “live/farm” agricultural lot, as the term “agriculture” is defined within Chapter 2 of the Missoula County Subdivision Regulations (version February 6, 2020) as follows: “[T]he use of the land for growing, raising, or marketing of plants or animals to produce food, feed, and fiber commodities. Examples of agricultural activities include, but are not limited to, cultivation and tillage of the soil; dairying; growing and harvesting of agricultural or horticultural commodities; and the raising of livestock, bees, fur-bearing animals, or poultry. Agriculture does not include gardening for personal use, keeping of house pets, kenneling, or landscaping for aesthetic purposes.”
- FF. Surface Water Rights.** Lot 13 will exclusively retain surface water rights and use of the existing irrigation ditch for irrigation purposes.
- GG. Agriculture and Agricultural Water User Facilities on Lot 13.** Lot 13 of this subdivision shall be limited to a single residential dwelling and attached or detached garage building. Any additional structures erected on said property shall be for agricultural uses only, subject to CAPS review and approval at the time of land use permit review. All structures shall be located within a 0.5-acre building envelope recorded as Exhibit A and attached to this deed restriction, which shall be recorded before the submittal of the first land use permit for Lot 13. Irrigation water from the ditch shall be used for farming purposes only; lawn irrigation from the ditch is prohibited. This agricultural covenant shall run with said real property and be revocable only by mutual consent of the owner of said property and the Missoula County Board of County Commissioners.
- HH. Future Divisions of Lot 13.** Lot 13 may not be further subdivided in the future.
- II. Living with Wildlife Recommendations.** Homeowners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, livestock feed and other potential attractants. Homeowners must be aware of potential problems associated with the occasional presence of wildlife such as white-tailed and mule deer, bear, mountain lion, fox raccoon, skunk, squirrels and magpie. For further guidance on how to reduce the potential for conflict between human/animal conflict, please contact the Montana Fish, Wildlife & Parks office in Missoula for brochures that can help homeowners “live with wildlife,” or visit their website at www.fwp.mt.gov.

The following guidelines are designed to help minimize problems that homeowners could have with wildlife, as well as helping homeowners protect themselves, their property and the wildlife that Montanans value. The following “Living with Wildlife Recommendations” may not be changed or deleted without governing body approval.

1. Homeowners must be aware of the potential for vegetation damage by wildlife, particularly from deer feeding on green lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Homeowners should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. Also, consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.
2. Fruit-producing trees and shrubs should not be allowed because they attract bears. If present they must be fenced with electric fencing to deter bears. Keep produce and any fruit picked and off the ground. Ripe or rotting fruit or vegetable material attracts bears, deer, skunks, and other wildlife. To help keep wildlife such as deer out of gardens, fences should be 8 feet or taller or electric fences utilized.
3. Garbage must be stored either in secure, bear-resistant containers or indoors, preferably both, to avoid attracting wildlife such as bears and raccoons. If stored indoors, garbage cans may not be set out until the morning of garbage pickup and must be brought in no later than that same evening. If home sites are occupied seasonally or if the occupants are to be away from the household for 7 days or more, garbage from the home, other buildings, or containers must be removed from the property prior to their departure.
4. Do not feed wildlife or offer supplements such as salt or mineral blocks, attractants, or bait for deer or other wildlife. Feeding wildlife results in unnatural concentrations of animals that can lead to overuse of vegetation, disease transmission, and other adverse effects to wildlife (such as foundering of deer). Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (MCA § 87-6-216) to purposely or knowingly attract cloven-hoofed ungulates, bears, mountain lions, or wild turkeys 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 or wild turkeys that may potentially contribute to the transmission of disease or that constitutes a threat to

public safety.” Also, homeowners must be aware that deer might attract mountain lions to the area.

5. Birdseed is an attractant to bears and deer. Use of bird feeders is not recommended from April 1 through November 30. If used, bird feeders must be suspended a minimum of 10 feet above ground level (measured from bottom of catch plate), be at least 4 feet from any support poles or points, and 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. Hummingbird feeders will follow the same criteria.
6. Pets at large, particularly dogs and cats, are a real threat to wildlife. Pets must be confined to the house, a fenced yard, or an outdoor kennel, when not under the immediate control of the owner, and not allowed to roam. Under state law it is illegal for dogs to chase hoofed game animals (MCA § 87-6-404). Keeping pets confined also helps protect them from predatory wildlife.
7. Pet food must be stored indoors, in closed sheds, or in bear-resistant containers in order to avoid attracting wildlife such as bears, mountain lions, skunks, and other wildlife. When feeding pets, do not leave food out overnight.
8. Barbecue grills must be stored indoors, and permanent outdoor barbecue grills shall not be allowed in this subdivision. Keep all portions of the barbecues routinely clean. Food spills and smells on and near the grill attract bears and other wildlife.
9. Fencing of lot boundaries is discouraged. If used, rail or smooth wire fences will be erected that are no higher than 40 inches at the top rail/wire and no lower than 18 inches at the bottom rail/wire in order to facilitate wildlife movement and help avoid animals becoming ensnared and killed by the fence or injuring themselves when trying to jump the fence.
10. Compost piles and beehives can attract bears and must be fenced with electric fencing to prevent access to them or not allowed in the subdivision.
11. Domestic animals, such as horses, cattle, pigs, sheep, goats, llama, poultry, etc. (including those kept as 4H projects), can attract bears, mountain lions, and coyotes. Animals must be housed with this in mind and livestock feeds, especially grain-related, must be fed in a manner that does not allow deer or bears to have access to them.

VI. RIGHTS IN COMMON AREAS

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

1. The right of the Association or Declarant, as it may hold or control such Common Areas, to levy and increase Assessments for the maintenance of Common Areas;
2. The right of the Association or Declarant to promulgate rules relative to the use of the Common Areas by Association Members and their tenants, guests, and invitees, or the general public, in particular to promulgate rules designed to protect septic and sewer systems located on Common Areas.
3. The right of the Association or Declarant to suspend the voting rights and rights to use of, or interest in, the Common Area (but not including access to private roads and paths within the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association Rules.
4. The right of the Association or the Declarant to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by this Declaration.
5. The right of the Association or the Declarant, to create easements and construct improvements on all Common Areas, including but not limited to providing utility and private drainfield or drainfield access, private streets, crossings, walkways, trails and other recreational improvements deemed desirable by the Association and/or Declarant.
6. The right of the Association or the Declarant to regulate and restrict development and improvements contained in common areas, common drainfields, irrigation easements, in identified flood hazard zones, and areas of riparian resources, if any. No buildings, structures, driveways or motorized travel shall be allowed on drainfields located in the Common Areas, as shown on the plat.

B. Maintenance of Common Areas. The Common Area shall be maintained by the Association in compliance with the Montana County Weed Control Act and the Missoula County Noxious Weed Management Plan.

- C. Vehicle Use.** Motorized vehicles including cars, trucks, snowmobiles, dirt bikes, off road motorcycles, all terrain vehicles, and similar motorized recreational vehicles are not permitted on the Common Area except as may be authorized by the Board of Directors of the Association for physically disabled residents or visitors or for maintenance purposes.
- D. Damages.** Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a special assessment against the Lot of the Owner who is responsible for the damage and may be collected as provided herein for the collection of other assessments.

VII. GENERAL PROVISIONS

- A. Duration.** These covenants, conditions and restrictions are to run with the land in perpetuity. Any provision herein may be amended, abandoned, modified, terminated, or revoked and additional provisions may be added at any time by the approval of the Owners as provided herein. Such changes must be recorded with the office of the Clerk and Recorder for Missoula County, Montana.
- B. Compliance.** Each Owner, occupant, renter and/or lessee of a Lot shall comply with all the terms of this Declaration.
- C. Duty to Monitor Compliance.** The Declarant, Association, and Owners shall have no duty or obligation to monitor compliance of the terms of this Declaration. Nothing in this provision, nor a failure to monitor, shall constitute a waiver of a right or option to monitor, report, or enforce such a violation of this Declaration.
- D. Enforcement.** The Declarant, Association, or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, covenants, conditions, reservations and charges now or hereafter imposed by the provisions of the Declaration or subsequent amendments thereto. The Declarant, Association, or any Owner shall have the option and right, but not the obligation or duty, to enforce the provisions of this Declaration, nor shall the Declarant, Association, or any Owner be subject to any liability for a failure to so act. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both.

- E. Waiver.** No delay, actual or alleged, or failure to exercise any right hereunder, nor partial or single exercise of any right hereunder shall not constitute a waiver of that or any other right, unless the party against whom waiver is sought expressly sets forth in writing that such inaction, delay, or partial exercise of a right constitutes a waiver. Waiver of any term or provision of this Declaration shall not constitute a waiver of any other term or provision of this Declaration or amendments thereto. The sole means of establishing a waiver of a term or provision of this Declaration is through a writing, signed by the party or parties against whom waiver is sought, expressly setting forth the terms and conditions of such a waiver.
- F. Amendments.** The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration as Declarant alone deems appropriate, so long as Declarant shall own one or more Lots.

After Declarant no longer owns a Lot, this Declaration may only be modified, changed, or added to by an instrument in writing and filed with the Missoula County Clerk and Recorder's Office and signed by seventy-five percent (75%) of the Owners of the Lots to which this Declaration applies.

Notwithstanding the preceding, the following covenants may not be amended or deleted without first obtaining written governing body approval: Section V(B)(5): Driveways in excess of 150 feet; Section V(J): Weed Control; Section V(I): Road Maintenance; Section V(C): Fire Suppression; Section VI(B): Common Area; Section V(AA): Water Use Restrictions; Section V(BB): Agriculture Notification; Section V(EE): Live/Farm Agricultural Lot; Section V(FF): Surface Water Rights; Section V(GG): Agriculture and Agricultural Water User Facilities on Lot 13; Section V(HH): Future Divisions of Lot 13; Section V(II): Living with Wildlife Recommendations; Section V(CC): Missoula County Right to Farm, Ranch, and Practice Forestry; Exhibit A: Private Road, Drainage Ditch, and Common Area Maintenance Agreement; Exhibit B: Weed Management Plan; and, Exhibit C: Irrigation Improvements Plan.

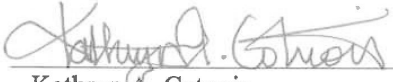
- G. Liability of Declarant.** The Declarant shall have no liability for any of its actions or failures to act, nor for any actions or failures to act of the Association or any Owner. Additionally, the Declarant shall have no liability or obligation under this Declaration to any person, entity, Owner, or to the Association except such liabilities and obligations as the Declarant has expressly assumed herein.
- H. Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

- I. **Attorneys Fees and Costs.** In the event a legal action is necessary to enforce or interpret any of the provisions of this Declaration, the prevailing party shall be entitled to reasonable attorneys fees (including paralegal time) and shall further be entitled to recover all reasonable costs expended.
- J. **Governing Law.** The provisions of this Declaration shall be subject to, and governed by, the laws of the State of Montana.

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

DECLARANT:

DECLARANT:

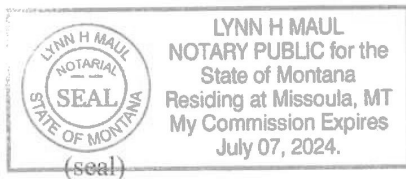

Kathryn A. Cotnoir


Dana L. Cotnoir

STATE OF MONTANA)
 : ss.
County of Missoula)

On this 20th day of January, 2021, before me, the undersigned Notary Public for the State of Montana, personally appeared Kathryn A. Cotnoir and Dana L. Cotnoir, known to me to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.




NOTARY PUBLIC

EXHIBIT A

PRIVATE ROAD, DRAINAGE DITCH, and COMMON AREA MAINTENANCE AGREEMENT

LOT 1 of HAMEL ACRES SUBDIVISION

It is agreed by the undersigned as follows:

The Owners of Lots 1 through Lot 13 of Lot 1 of Hamel Acres Subdivision (Home Owners Association (HOA)) will jointly maintain the private access road (Westslope Loop) used by lots within the subdivision and will share equally in the cost of such maintenance. Maintenance includes surface treatment, grading (as-needed), snow removal, and maintaining the 24' unobstructed surface for the entire road. The HOA will jointly maintain stormwater appurtenances such as barrow ditches, check dams, and common use culverts. Each lot owner will be solely responsible for the maintenance of their own lot's physical access or driveways and the culverts that lie under said private driveways.

This agreement shall be binding upon the lot owners and any future lot owners or successors in interest and shall be deemed to be an obligation running with the land.

Owners of Lots 1 through 13 of Lot 1 of Hamel Acres Subdivision:

Kathryn A. Cotnoir
Print Name

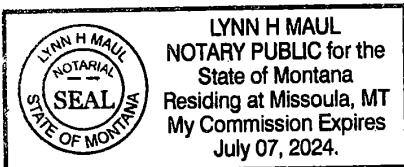
Kathryn A. Cotnoir 1/20/21
Signature Date

STATE OF Montana }
County of Missoula } ss

Dana L. Cotnoir
Print Name

Dana L. Cotnoir 1/20/21
Signature Date

This instrument was acknowledged before me on January 20, 2021 by
Kathryn A. Cotnoir and Dana L. Cotnoir.



Lynn H. Maul
Notary Public

EXHIBIT B

WEED MANAGEMENT PLAN

LOT 1 of HAMEL ACRES SUBDIVISION

INTRODUCTION:

Lot 1 of Hamel Acres Subdivision is a 20.35 acre 13 lot major subdivision located in Missoula County, Montana. The property lies southwest of the Frenchtown I-90 interchange with I-90 to the north and Beckwith Street to the south.

Lot 1 of Hamel Acres Subdivision consists of 12 lots that average 1.17 acre, a 1.34 acre Common Area, and a 5.01 acre agricultural "live/farm" lot. Management of the Common Area will be the responsibility of the Home Owners Association (HOA). One sold; management of the individual lots will fall to the individual lot owners.

Unsold lots will be managed by the owners, Kathryn and Dana Cotnoir. Additionally, Kathryn and Dana Cotnoir will act as the HOA until which time the HOA includes additional home owners within the subdivision.

MANAGEMENT PLAN GOALS:

This management plan is set forth to control the invasion and proliferation of noxious weed populations within Lot 1 of Hamel Acres during construction and into the future by allocating responsibility, outlining strategies, and providing notification to future lot owners.

CURRENT SITE CONDITIONS:

Lot 1 of Hamel Acres Subdivision currently exists as a perennial grass hay field and has little in the way of noxious weed populations. As the site is developed and infrastructure is constructed, weed control will be the responsibility of the owners, Kathryn and Dana Cotnoir. Guidelines for this control are outlined in the *Revegetation Plan for Disturbed Sites* submitted with the Lot 1 of Hamel Acres Subdivision Application. Much attention will be needed during construction to ensure that invasive species of weeds do not take root in disturbed areas.

WEED CONTROL STRATEGIES:

Weeds known to be widespread in the Frenchtown area include:

- Spotted Knapweed (*Centaurea stoebe*)
- Sulfur Cinquefoil (*Potentilla recta*)
- Canada Thistle (*Cirsium arvense*)

- Oxeye Daisy (*Chrysanthemum leucanthemum*)
- Houndstongue (*Cynoglossum officinale*)
- Common Tansy (*Tanacetum vulgare*)

The effectiveness of hand pulling, mowing, grazing, biologic, and herbicide control methods differ greatly between species of noxious weeds. The Missoula County Weed District website exists as a valuable resource for weed identification and control strategy development.

It is recommended that current strategies be researched before control action is taken. This will ensure that this plan incorporates new technologies and evolved understandings of biological systems.

Adherence to the *Revegetation Plan for Disturbed Sites* will be critical in the development stages of this subdivision and will be the sole responsibility of Kathryn and Dana Cotnoir until which time lots are sold to individual owners. The *Revegetation Plan for Disturbed Sites* recommends seeding disturbed areas with a grass mixture immediately. The most effective way to minimize weed invasion and proliferation on this site will be the establishment of healthy, use/type appropriate vegetation.

Milestone herbicide is recommended for the control of spotted knapweed, thistle, and oxeye daisy and should be applied at a rate of 6 oz. per acre to affected areas of this site.

MONITORING AND RE-EVALUATION:

Once revegetation or control strategies are implemented on the site, careful monitoring of affected areas shall be performed and data recorded on the resulting effectiveness of treatments. These efforts will allow for the re-evaluation and future modification of this plan's strategies. This plan shall be approved by the Missoula County Weed District and the Missoula County Community and Planning Services prior to construction activities.

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



Submit by Email

Print Form

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

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

REVEGETATION PLAN FOR DISTURBED SITES

Subdivision/Project Name: Lot 1 of Hamel Acres

Location/Legal Descriptions: Lot 1, Hamel Acres; Section 34, Township 15 N., Range 21 W., PPM, Missoula

Number of Acres, Lots or Linear Feet of Disturbance: 20.36 acres, 13 lot residential subdivision

Type(s) of Disturbance: Road and drainage ditch construction

A. Disturbed Area Revegetation Plan:

1. Site Preparation – topsoil management, seed bed preparation, or similar efforts
Topsoil will be stripped and preserved prior to construction. Break up disturbed surface areas
by rake or harrow. Spread clean topsoil and broadcast seed.

2. Seed Species and Seeding Rates (lb./PLS/acre)
25% Pryor Slender Wheatgrass, 25% Sodar Streambank Wheatgrass, 25% Critana Thickspike
Wheatgrass, 25% Crested Wheatgrass. 20lb. per acre drilled or 40 lb. per acre broadcast
Westland Seed Inc. Ronan, MT 1-800-547-3335

3. Seeding method – drilling, hydro-seed, broadcast, or other
Broadcast over all disturbed areas. (no slopes greater than 4:1)

4. Time of seeding
Before April 15 or after October 15 (before ground freeze)

5. Fertilization (lb./acre)
no fertilization necessary

6. Weed Control Method(s) and Timing
Necessary action will be taken if weed growth becomes a problem post-construction.
Reseed in October.



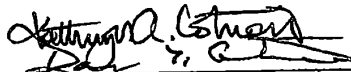
MISSOULA COUNTY WEED DISTRICT
2825 SANTA FE COURT
MISSOULA, MT 59808-1685

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

B. Landowner or Responsible Party:

Name: Kathryn and Dana Cotnoir Telephone: 406-529-9520 or 406-529-9518
Address: PO Box 349

City: Frenchtown State: Montana Zip Code: 59834


Signature or Landowner/Responsible Party

1/20/21
Date

This signed plan constitutes a binding agreement between Missoula County and the responsible person or agency.

Comments and approval/disapproval from Missoula County Weed Control District:

DocuSigned by:
Approved: Bryce Christiaens
4925227F854D4F2...

Date: 2/11/2021

Submit this form to:

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

EXHIBIT C

IRRIGATION IMPROVEMENTS PLAN

PREPARED IN ACCORDANCE WITH MISSOULA COUNTY SUBDIVISION APPLICATION

FOR

LOT 13 of

LOT 1 of HAMEL ACRES SUBDIVISION

IRRIGATION WATER SOURCE:

Owners of Lot 13 will be allowed to draw water from the existing irrigation ditch on the east side of the lot as identified on the Preliminary Plat. The ditch will not be altered or disturbed by the subdivision process.

RIGHTS AND RESPONSIBILITIES:

The owner of Lot 13 will assume all rights and responsibilities of the irrigation ditch and irrigation facilities.

REPAIR AND MAINTENANCE:

The owner of Lot 13 will be responsible for funding and maintaining the irrigation facilities associated with the irrigation ditch.