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ARTICLE XI:
Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Residential Neighborhood to set a standard for reasonable cooperation within the community. The following covenants are also designed to establish the type of commercial use which may be made of parcels within the Residential Neighborhood Center Zone.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, or other commercial use, shall be determined based on Hellgate Meadows Design Code, the Zoning Matrix adopted as part of the Master Plan, and the plat, subject to the zoning requirements of the City of Missoula. Uses for Parcels located within the Residential Neighborhood Center Zone shall be subject to the provisions of Article 11.1(c) hereof, as well as the provisions of this Article XI to the extent those provisions are not in conflict with the provisions of Article 11.1(c). At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Residential Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, Hellgate Meadows Design Code or the Master Deed Restrictions may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, this Declaration, or the Master Deed Restrictions, home-based business which does not generate significant noise, odor or traffic shall be permitted in any residential area. Signage for home-based business shall be regulated under Hellgate Meadows Design Code.

(c) Cottage Industry. A cottage industry is a small, individual owned business or concern which functions without altering the residential character of the neighborhood, and which does not create any negative impacts on the public health, safety, and general welfare. Any cottage industry must be conducted in and from an approved accessory building. An accessory building is a secondary building detached from and in the rear yard of the principal buildings. Accessory buildings shall be limited to 1000 square feet of gross floor area and 500 square feet of lot coverage. Accessory buildings must comply fully with Hellgate Meadows Design Code and shall also be subject to the following criteria:

1. The business activity, not to exceed 550 square feet, shall be conducted within an accessory building.
2. Hours of operation shall be limited to between 8:00 a.m. to 7:00 p.m.
3. The principal residence of the owner/proprietor shall be located on the same lot or parcel as the cottage industry and shall be lived in the owner/proprietor.
4. The business shall employ no more than two employees on site, including the proprietor.
5. One on-site business sign is permitted. The sign shall be a maximum of three square feet, and attached to the accessory building which contains the business. No part of the sign shall be over six feet high measured from ground level immediately below the sign. All signs shall display a street address number. Lighted signs and off-premises signs are not permitted.



6. The business shall not generate traffic, dust, noise, odors or other nuisances or safety hazards that affect the residential character of the neighborhood.
 7. Cottage industries shall provide at least one off street parking space per employee- exclusive of the proprietor.
 8. Before a Zoning Compliance Permit may be issued for a cottage industry, a site plan which is consistent with this district shall be submitted to the Office of Planning and Grants and reviewed and approved by the Zoning Officer.
 9. Permissible Cottage Industries:
 - Arts and crafts studios;
 - Art galleries;
 - Bicycle repair and service shops;
 - Child and adult care, nurseries and similar uses;
 - Dealers in coins, stamps, or collector's items;
 - Dress making and tailor shops;
 - Landscaping services;
 - Locksmith operations;
 - Musical instrument fabrication and repair;
 - Photography studios;
 - Computer sales and service shops;
 - Artisan and skilled trade shops;
 - Professional services such as:
 - accountants, appraisers, attorneys, engineers, surveyors, interior decorators, real estate services, data processing, typing and similar services;
 - Other similar small businesses.
- (d) The Residential Neighborhood Center Zone.

(i) Permitted Uses. Permitted uses within the Residential Neighborhood Center Zone may include residential use or retail, office, restaurant or other commercial use and buildings limited to 2000 square feet in size, and shall be determined by the Founder based on the size, shape and location of the parcel within Hellgate Meadows Neighborhood Center Zone. At the Founder's discretion, the Founder shall make the determination of record at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the approval of the building or modification under the design review procedures of the Master Deed Restrictions may describe permitted uses.

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(ii) Use of Name "Hellgate Meadows". The name "Hellgate Meadows" is a trade name owned by the Founder to be used in conjunction with the 40 acre tract of the Master Plan Area which it is developing. An Owner may use the name "Hellgate Meadows" to describe the location of the business, and may advertise a business as being located "in Hellgate Meadows". If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name "Hellgate Meadows". Owner may not use the name "Hellgate Meadows" in any other manner without the express permission of the Founder, which may be arbitrarily denied.

(iii) Restriction on Use of Handbills. The Town Center Association may prohibit or regulate the distribution of handbills within the Town Center.

(iv) Signage. A business shall display on the exterior of the building or upon any exterior glass surfaces or within 24 inches of any window only those signs, advertising placards, names, insignia, trademarks, descriptive material or other identification which are specifically approved by the Town Center Association and, as applicable, Hellgate Meadows Architectural Review Board.. No hand-lettered signs may be displayed unless professionally prepared. Additionally, no moveable or active signs, such as reader board signs, may be used for signage or display purposes.

11.2 Prohibited Uses.

(a) Generally. Notwithstanding any other provision in this Declaration to the contrary, Founder expressly declares that the following businesses shall not be permitted on any of the property located within the Residential Neighborhood which may be classified as a Residential Neighborhood Zone, to-wit: tattoo parlors, pawnshops, title loan or check cashing facilities, adult bookstores or establishments which derive revenue from gambling or gaming devices or as the result of the conduct of gambling or gaming activities. The foregoing list of prohibited uses is not intended to be exhaustive and may be amended from time to time to include other prohibited uses which are found to be inconsistent with the implementation of the philosophy of the development of Hellgate Meadows as a traditional neighborhood development.

(b) Nuisances. No nuisance or other use which creates an unreasonable disturbance shall be permitted on any Parcel. The Association may from time to time define and determine unacceptable uses.

(c) Insurance. Nothing shall be done or kept on any Parcel or the Commons which will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(d) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(e) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership. Ownership of a condominium unit will also not normally be considered time-share ownership.

11.3 Attractiveness and Safety of Parcels-- Compliance with Regulatory Authority Regulations.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. Hellgate Meadows Design Code or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except as provided in the Residential Neighborhood Center Zone, paragraph 11.1(d)(iv), no sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed on any Parcel or portion of the Commons unless specifically permitted by Hellgate Meadows Design Code.

(c) Vehicles. Hellgate Meadows Design Code or the Association may regulate or prohibit the parking of trailers, recreational vehicles, nonfunctioning or excessive numbers of vehicles, sports equipment or any other item visible on the Parcel, and may require that garage doors be kept closed except when automobiles are entering or leaving the garage.

(d) Sports Equipment. Play structures, such as basketball hoops and swing sets, must be kept in good repair and may be limited, in accordance with Hellgate Meadows Design Code, to back yards or alleys. Large play structures such as skateboard ramps which are visible from outside the Parcel may be prohibited.

(e) Privacy Walls, Fences and Gates. Hellgate Meadows Design Code includes as a part of the Architectural Standards the general regulations which apply to fencing, including, but not limited to, materials, style, location and height. All plans for installation of a privacy wall, fence or gate, shall be subject to review and approval by the Architectural Review Board (see Article IV - Master Deed Restrictions) prior to commencement of construction. Once constructed, any privacy wall, fence or gate shall be maintained by the

owner of the parcel upon which such privacy wall, fence or gate is erected, in a good state of repair.

(f) Regulation of Wood Burning Stoves or Fireplaces. The Missoula City-County Air Pollution Control Regulation prohibits the installation of wood burning stoves or fireplaces. Pellet stoves that need emission requirements or natural gas or propane fireplaces may be installed. Pellet stoves require an installation permit from the Health Department.

(g) Airport Influence Area Regulations and Owner/Declarant's Disclosure. A portion of the Real Property is located within the Missoula County Airport Influence Area and is subject to the requirements of the Missoula County Airport Influence Area Resolutions. The resolutions that created the Airport Influence Area were adopted by the Board of County Commissioners for Missoula County pursuant to Resolution No. 78-96 and amended by Resolution No. 78-187 dated July 5, 1978 and December 6, 1978, respectively, and recorded in Book 121 of Micro Records, page 1319 (Resolution 78-96) and Book 135 of Micro Records, page 474 (Amendment by Resolution 78-187). A portion of the real property is further subject to an Avigation Easement entered between the Declarant and the Missoula County Airport Authority, dated the 10th day of June, 2002 and recorded on the records of the Missoula County Clerk and Recorder in Book 683, Micro Records at Page 647, all of which limit and restrict the rights of the Owners of Lots within Hellgate Meadows Subdivision, now and into the future. The limitations and restrictions set out in these documents should be reviewed carefully prior to purchase by all prospective purchasers of Lots. The Avigation Easement includes a map attachment Exhibit "B" which depicts a portion of Phases 1 and 2 of Hellgate Meadows Subdivision subject to the Avigation Easement, and a legal description Exhibit "C" which describes the portion of Phases 1 and 2 of Hellgate Meadows Subdivision subject to the Avigation Easement. Prospective purchasers and Owners are advised that the operations at the airport may change and/or expand in the future, thereby changing and/or expanding the impacts felt on the portion of the Real Property subject to the Avigation Easement. Prospective purchasers and Owners are advised and should consider before purchasing a Lot that noise, vibration, dust, fumes, smoke, vapor and other effects from aircraft may occur, which may cause inconvenience or annoyance that may vary from Lot to Lot and that may affect people in different ways or extent. Federal funding for soundproofing, other mitigation of these impacts, or for acquisition of these properties is not available at present, nor in the future. The provisions of paragraph 3 of the above-described Avigation Easement executed by the Owner/Declarant provides for a full waiver and release by Owner/Declarant of any right or cause of action which it now has or may have in the future against the Missoula County Airport Authority, its successors and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other effects heretofore or hereafter caused by the operation of aircraft in said air space and/or by operations at the Missoula County Airport. The acquisition of a Lot or Lots in Hellgate Meadows Subdivision subject to the Avigation Easement and the aforementioned Resolutions by a prospective purchaser shall constitute an express

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acknowledgment and agreement by such prospective purchaser on behalf of prospective purchaser, its heirs, personal representatives, successors and assigns, that prospective purchaser fully waives and releases Owner/Declarant, N & E Ventures I, LLC, a Montana limited liability company, and its successors and assigns, as well as the Missoula County Airport Authority and its successors and assigns, of any right or cause of action which prospective purchaser now has or may have in the future as the purchaser and occupant of a Lot or Lots in Hellgate Meadows Subdivision against N & E Ventures I, LLC, a Montana limited liability company, and/or the Missoula County Airport Authority and their respective successors and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other effects heretofore or hereafter caused by the operation of aircraft in the air space and/or by the operations at the Missoula County Airport within the Missoula County Airport Influence Area. This paragraph may not be revised without the written consent of the Missoula County Airport Authority, which consent shall not be unreasonably withheld.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding apartment, may be rented, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation under paragraph 11.8 (c).

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Residential Neighborhood. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. Hellgate Meadows Design Code may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character which are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Residential Neighborhood during art festivals, craft fairs, block parties and other special events is encouraged, subject to regulation by Hellgate Meadows Design Code. No other camping is

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permitted within the Residential Neighborhood unless designated camp grounds are added to the property.

11.7 Rules and Regulations.

(a) Generally. The Association may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels, Commons and any facilities or services made available to the Owners.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 40% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(d) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Residential Neighborhood or furnished to each Owner.

11.8 Enforcement.

(a) Owner's Responsibility. Each Owner and Owners' family members, guests and tenants shall conform and abide by the covenants contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Association. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

(b) Notice, Hearing and Fines. Any Owner who is believed to be in violation of this Declaration or the Rules and Regulations shall be given notice and an opportunity to be heard. After such hearing, the Association shall have the right to assess fines, up to the maximum allowed by law and may restrict the Owner's use of the Commons for up to sixty (60) days or until remedied, whichever is longer. However, the primary goal of this provision is not to punish but to conciliate and resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(c) Tenant Violations. If a tenant is believed to be in violation of the Declaration or Rules and Regulations, the Association shall notify the Owner and tenant and provide an opportunity for hearing. If the Association determines after notice and opportunity for hearing that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner as provided in paragraph (b). In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially



violates either Declaration or Rules and Regulations more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(d) Corrective Action for Parcel Maintenance. If the Association determines after notice and hearing that any Owner has failed to maintain any part of the Parcel (including the yard and any wall, fence, Building, garden structure or other structure) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, the Hellgate Meadows Design Code and applicable rules and regulations, the Association shall notify the Owner of its findings and may assess fines as provided in paragraph (b). If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter upon such Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Association may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action shall be assessed to the Owner as an Individual Parcel Assessment.

(e) Pets. After notice and hearing, the Association may find that a pet causes an unsafe condition or unreasonable disturbance or annoyance and may require the Owner or tenant to take steps to cure or limit the offensive condition. If such steps are ineffective, if the Owner or tenant fails to cooperate or if the pet is considered to create an unsafe condition, the Association may require that an Owner or tenant permanently remove the pet from the Neighborhood.

(f) Covenants' Committee. The Association may appoint a Covenants' Committee, composed of Parcel Owners, to hear violations of the Declaration or Rules and Regulations and to recommend or impose fines or take any other enforcement action under this Section 11.8.

(g) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the Declaration and Rules and Regulations, as described in Section 14.3 ("Enforcement of the Declaration").

