

After recording return to:
Lance Cox
Zootown Investments, LLC
PO Box 16568
Missoula, MT 59808

**REMINGTON FLATS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made this 12 day of April, 2022 by Zootown Investments, LLC, a Montana limited liability company of 2336 Aspen Grove Loop, Missoula, Montana, 59801, herein referred to as "Declarant."

RECITALS

A. Declarant owns certain real property located in Missoula County, Montana, as set forth on the final plat of Remington Flats Subdivision as filed in the office of the Missoula County Clerk and Recorder and shown on the attached Exhibit A (the "Subdivision").

B. Declarant desires to place beneficial covenants, conditions and restrictions upon the real property within the plat of the Subdivision for the use and benefit of Declarant and for the use, benefit and protection of the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all the property within the Subdivision as described above shall be held, sold, and conveyed subject to the following COVENANTS, CONDITIONS and RESTRICTIONS, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property by providing a reasonably uniform plan for its development as a desirable development. These Covenants, Conditions and Restrictions shall run with the real property and shall be binding upon all owners thereof, and shall inure to the benefit of and be binding upon each successor in interest to the owner thereof.

1. Land Use. All Lots may be used for any purpose consistent with the City of Missoula Zoning Regulations as such may be amended from time to time, except to the extent such uses are further restricted or qualified as provided herein. In the event of a conflict between these Covenants and City of Missoula Zoning Regulations or other ordinances, the more strict provision shall control.

2. Auxiliary Structures. Each Lot may have a maximum of one outbuilding (such as a free-standing garage or shed) which shall conform to the architectural style of the dwelling and use the same exterior materials. The auxiliary structure must be subordinate and incidental to the dwelling and may not be constructed prior to the commencement of construction of the dwelling.

3. Temporary Structures. No mobile homes shall be placed on any Lot. No temporary or mobile structure including, but not limited to, trailers, mobile homes, recreational vehicles, motor homes, campers, boats, basements, tents, shacks, garages, barns or auxiliary buildings may be used at any time as a residence, either temporarily or permanently.

4. Lighting. All exterior lighting shall be shielded to direct light downward and to eliminate glare onto adjacent properties or roadways.

5. Weed Control. Lot Owners shall revegetate any ground disturbances created by construction or maintenance activities with beneficial species at the earliest appropriate opportunity after construction or maintenance is completed. Owners shall maintain their Lots in compliance with the Montana Noxious Weed Control Act and in accordance with the Weed Management Plan attached as Exhibit B.

6. Utilities. All utilities shall be installed underground

7. Easements. Easements for installation and maintenance of utilities and roadways are reserved as shown on the final plat. No building or structure shall be erected, placed, or permitted to remain on such easements.

8. Common Wall Easement. Certain structures within the Subdivision are constructed with a common wall or walls with an adjoining lot owner. Each owner of such a lot has a perpetual easement in that part of the premises of the other owner's lot and structure on which the common wall or walls are located, together with the right of access in and across the others' property and structure, solely for the purposes of maintaining, repairing, and replacing the common wall or walls.

9. Animals. Only domestic pets such as dogs and cats shall be permitted on the Lots. All animals shall be kept within the Owner's Lot unless leashed or otherwise under the immediate control of the Owner. No cows, pigs, chickens, sheep goats or other livestock shall be permitted on the Lots.

10. Garbage. No Lot shall be used as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on a weekly basis.

11. Exterior Maintenance. Each Owner shall provide exterior Lot and structure maintenance. Maintenance shall include painting and repairing the structures and caring for the Lot and landscaping to preclude noxious weeds.

12. Junk Vehicles. Motor vehicles unable to move under their own power shall not be left on any Lot, driveway or roadway for more than seventy-two hours. Work on all vehicles must be done inside the Lot Owner's garage.

13. Basements and Crawl Spaces. No structures shall be constructed with basements. Structures may include crawl spaces, so long as such crawl spaces do not include any living area.

14. Airport Influence/Affected Area. Notice is hereby given that the Property is in the Airport Influence/Affected Area and subject to the requirements of the Airport Influence Area Resolution. The Property may also be within an Extended Approach and Departure Zone for a proposed second runway as shown in the Airport Authority's 2004 Plan and all Owners should be aware of the resultant safety risk. Owners should consult the Airport Layout Plan and any relevant documents to determine the status of the proposed runway location at the time of purchase. The placement and construction of any proposed second runway is subject to prior governmental approval.

Property that is located within the Missoula County Airport Influence/Affected Area is subject to the requirements of the Missoula County Airport Influence/Affected Area Resolutions. The resolutions that created the Airport Influence Area were adopted by the Board of County Commissioners for Missoula County pursuant to resolution No. 78-96 and amended by Resolution No. 78-187 dated July 5, 1978 and December 6, 1978, respectively, and recorded in Book 121 of Micro Records, page 1391 (Resolution 78-96), Book 135 of Micro Records, page 474 (Amendment by Resolution 78-187) and Book 749 of Micro Records, Page 1077 (Amendment by Resolution 2005-033). The Property is further subject to an Avigation Easement entered between the Declarant and the Missoula County Airport Authority, dated the 16th day of DEC, 2021 and recorded on the records of the Missoula County Clerk and Recorder in Book 107D, Micro Records at Page 107D, all of which limit and restrict the rights of the Owners 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. Prospective purchasers and Owners are advised that the operations at the airport may change and/or expand in the future, thereby changing and/or expanding the impacts felt on the portion of the Property subject to the Avigation Easement. Prospective purchasers and Owners are advised and should consider before purchasing a Lot that noise, vibration, dust, fumes, smoke, vapor and other such similar effects from aircraft may occur, which may cause inconvenience or annoyance that may vary from Lot to Lot and that may affect people in different ways or extent. Federal funding for soundproofing, other mitigation of these impacts, or for acquisition of these properties is not available at present, nor in the future.

The provisions of paragraph 3 of the above-described Avigation Easement executed by the Declarant provides for a full waiver and release by each Owner and Declarant of any right or cause of action which it now has or may have in the future against the Missoula County Airport Authority, its successors and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other similar effects heretofore or hereafter caused by the aircraft in said air space and/or by operations at the Missoula County Airport. The acquisition of a Lot or Lots subject to the Avigation Easement and the aforementioned Resolutions by a prospective purchaser shall constitute an express acknowledgement and agreement by such prospective purchaser, on behalf of himself or herself, and his or her heirs, personal representatives, successors and assigns, that they fully waive and release Declarant and the Missoula County Airport Authority and its successors and assigns, of any right or cause of action which they may have now or in the future, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other similar

effects heretofore or hereafter caused by the operation of aircraft in the air space and/or by the operations at the Missoula County Airport within the Missoula County Airport Influence/Affected Area. This paragraph may not be amended without the written consent of the Missoula County Airport Authority, which consent shall not be unreasonably withheld.

15. Wildlife. Homeowners and 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 and other potential attractants. Homeowners must be aware of potential problems associated with the presence of wildlife such as deer, black bear, mountain lion, coyote, fox, skunk and raccoon. Please contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, MT 59804) for information that can help homeowners "live with wildlife." Alternatively, see FWP's web site at <http://fwp.mt.gov>. The following covenants 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.

a. There is high 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.

b. Landscaping comprised of native vegetation is less likely to suffer extensive feeding damage by deer than non-native plants. Planting native flowering plants will benefit pollinating insects, and native shrubs and trees produce favorable food resources and nesting sites for a variety of bird species. Landscape plants can often spread beyond the original planting site, so using native plants also avoids problems with non-native plants spreading in nearby open areas.

c. Gardens and fruit trees can attract wildlife such as deer and bears. Keep produce and fruit picked and off the ground, because ripe and rotting vegetable material can attract bears and skunks. To help keep wildlife such as deer out of gardens, fences should be 8 feet or taller. Netting over gardens can help deter birds from eating berries.

d. Do not feed wildlife or offer supplements (including salt blocks), attractants, or bait for deer or other wildlife, including during the 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 (§ 87-3-130, MCA) to purposely or knowingly attract any ungulates (deer, elk, 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, homeowners must be aware that deer can attract mountain lions to an area.

e. 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/or kill big game and small birds and mammals. Under current state law it is illegal for a dog to chase, stalk, pursue, attack, or kill a hooved game animal, and the owner may be held personally responsible (§ 87-6-404, MCA). Keeping pets confined also helps protect them from predatory wildlife.

f. 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. When feeding

pets do not leave food out overnight. Consider feeding pets indoors so that wild animals do not learn to associate food with your home.

g. Bird feeders attract bears and should not be used from March to December 1. If used, bird feeders should: a) be suspended a minimum of 20-feet above ground level, b) be at least 4 feet from any support poles or points, and c) 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.

h. Barbecue grills should be stored indoors. Keep all portions of the barbecues clean, because food spills and smells on/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. Compost piles can attract skunks and bears. If used, they 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.

j. 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 wire or injuring themselves when trying to jump the fence. Contact FWP or see its website for information or a brochure regarding building fence with wildlife in mind.

16. Irrigation Assessments. Irrigation water rights historically serving the property have been severed from the land. Lots within the Subdivision that are classified as irrigated land may be assessed for irrigation water delivery even though the water might not be deliverable to that particular lot.

17. Boulevard Landscaping. Lot owners are required to comply with the boulevard landscaping requirements set forth in Exhibit C, including prompt installation, maintenance and replacement in accordance with such requirements.

18. Basements. Basements are not permitted as part of the design and construction of any structure within the Subdivision.

19. Wood Burning Devices. The Missoula City-County Health Department has enacted certain restrictions on wood stoves, pellet stoves, fireplaces, and other solid fuel burning devices. Pursuant to those regulations, no lot owner may use or install a solid fuel burning device in any structure within the Subdivision.

20. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land in perpetuity and shall inure to the benefit of Declarant and each Owner, their respective legal representatives, heirs, successors, or assigns, subject to the right of amendment provided in this Article.

21. Amendment. Declarant reserves the right in Declarant's sole discretion to amend, modify, make additions to or subtractions from this Declaration by written instrument, signed and recorded by Declarant until the Declarant has sold all the lots in the subdivision. Thereafter, this Declaration may be amended or repealed upon the written approval of the property Owners

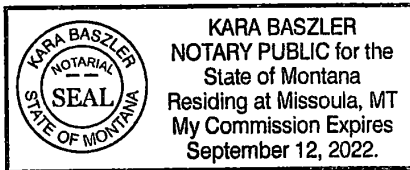
comprising seventy-five (75) percent of the Lots. Any amendment or repeal shall become effective only upon the filing of such amendment or repeal in the records of the Clerk and Recorder of Missoula County, Montana.

22. SID/RSID. Acceptance of a deed for a lot within this subdivision shall constitute the assent of the owners to any future SID/RSID, based on benefit, for the upgrading of streets within this subdivision, Chuck Wagon Drive, and George Elmer Drive, as well as the intersections of those streets with Mullan Road, including but not limited to paving, curbs and gutters, non-motorized facilities, street widening and drainage facilities.

23. Enforcement. The Declarant or any lot owner within the Subdivision may take action to enforce the provisions of this Declaration. Enforcement may be by injunction, declaratory judgment, action for damages, or any other legal claims, all of which shall be cumulative and non-exclusive. The prevailing party in any action shall be entitled to recover, in addition to other damages, its reasonable litigation expenses, including attorney's fees, as may be awarded in the judgment of the court.

24. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF the DECLARANT has signed this instrument and arranged for its recordation in the real property records of Missoula County, Montana.



Zootown Investments, LLC, a Montana limited liability company

By: [Signature]
Lance Cox, authorized member

STATE OF MONTANA)
 : ss.
County of Missoula)

This instrument was acknowledged before me on this 12 day of April, 2021, by Lance Cox, as authorized member of Zootown Investments, LLC, a Montana limited liability company.

Notary's signature: [Signature]



DESIGNED	SA
CHECKED	
DATE	JUNE 2022
REVISIONS	

LOCATION	2702 REMINGTON DRIVE, SECTION 17, TOWN OF WINDSOR, WINDSOR COUNTY, VERMONT
PROJECT	DEVELOPMENT, LLC

PROJECT NAME	REMINGTON FLATS SUBDIVISION
PROJECT TITLE	PHASING PLAN
NO. PROJECT	18-007
SHEET	7 of 7

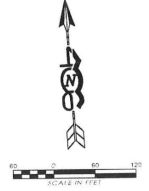
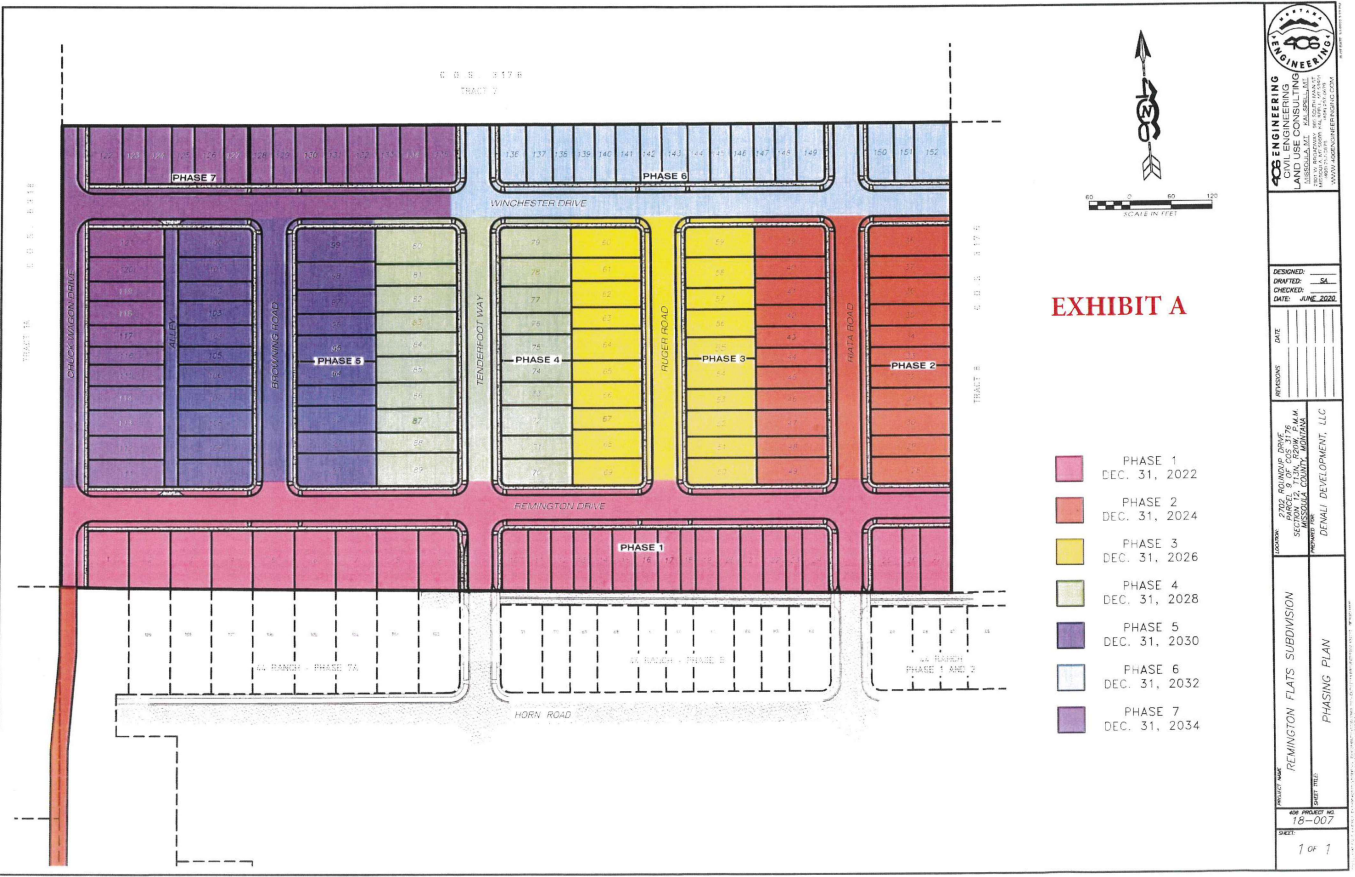


EXHIBIT A

- PHASE 1
DEC. 31, 2022
- PHASE 2
DEC. 31, 2024
- PHASE 3
DEC. 31, 2026
- PHASE 4
DEC. 31, 2028
- PHASE 5
DEC. 31, 2030
- PHASE 6
DEC. 31, 2032
- PHASE 7
DEC. 31, 2034





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

REVEGETATION PLAN FOR DISTURBED SITES

Subdivision/Project Name: Remington Flats Subdivision

Location/Legal Descriptions: Parcel 9 of COS 3176, Section 12, T13N, R20W P.M.M.

Number of Acres, Lots or Linear Feet of Disturbance: 148 Lots on 20.01 Acres

Type(s) of Disturbance: Construction Activity

A. Disturbed Area Revegetation Plan:

1. Site Preparation – topsoil management, seed bed preparation, or similar efforts
Topsoil will be stripped, stockpiled and salvaged onsite where needed. Any excess Topsoil will be sold and hauled off site. Topsoil will be redistributed to landscaped areas which includes yards and boulevards. A 6" seedbed will placed and packed in revegetated areas for seed beds.

2. Seed Species and Seeding Rates (lb./PLS/acre)
Lawn areas will be seeded with Dura Turf mix at 3lb per 1,000 SF
Other disturbed areas will be seeded with Luna Pubescent Wheatgrass at 20 lbs pure live seed per acre.

3. Seeding method – drilling, hydro-seed, broadcast, or other
Seeding will be broadcasted on a 6" seedbed after surface roughening. Seeds will be rolled into seed bed.

4. Time of seeding
Fall seeding will occur after October 15 and before freeze up.
Spring seeding will occur mid April to late May.

5. Fertilization (lb./acre)
Fertilization will be applied at a rate of 150 lbs/acre.

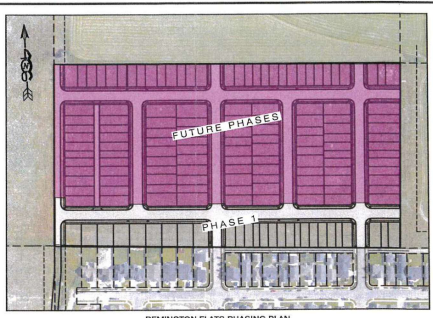
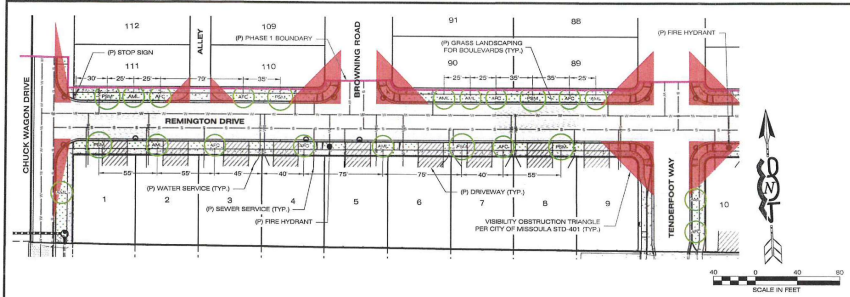
6. Weed Control Method(s) and Timing
Mowing will be used on a semi-regular basis to control flowering and seed set of noxious weeds until final stabilization is established.



DESIGNED: _____
 DRAWN: AJSA
 CHECKED: _____
 DATE: 05-2022

LOCATION: 2022 BOUNDARY DRIVE
 PROJECT: 18-007 P&M
 SUBDIVISION: REMINGTON FLATS SUBDIVISION
 COUNTY: MISSOULA COUNTY, MONTANA
 CLIENT: DEMAU DEVELOPMENT, LLC

DATE: _____
 REVISIONS: _____
 18-007 P&M
 SHEET: 18-007
 1 OF 2



REMININGTON FLATS PHASING PLAN



APPROVED STREET TREES (TYPE II)

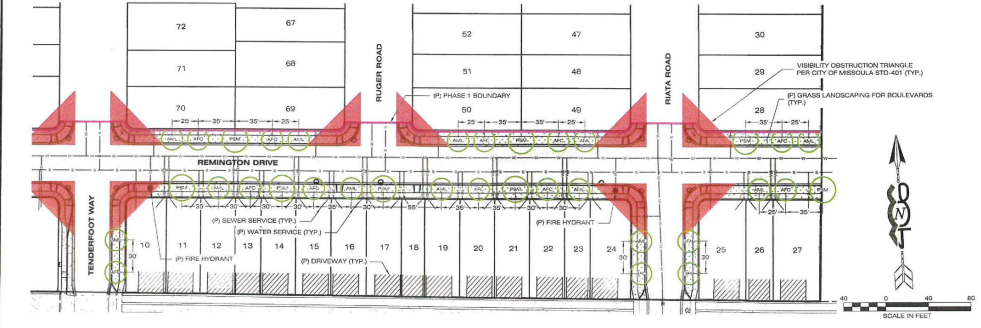
SYM	CITY BOTANICAL NAME/COMMON NAME	OPTIMAL SPACING	MINIMUM CONTAINER SIZE	COMMENTS
ATC 28	ACER X FREEMANII / CELEBRATION / CELEBRATION MAPLE	25'	2.0' CALIPER	B&S
FRM 14	ACER FRUTICOSA X FLANDRANCIOSI / WARMHONEYED / PACIFIC SUNBET MAPLE	25'	2.0' CALIPER	B&S
AML 20	TILIA AMERICANA / REDBARK / AMERICAN LINDEN / REDBARK	25'	2.0' CALIPER	B&S

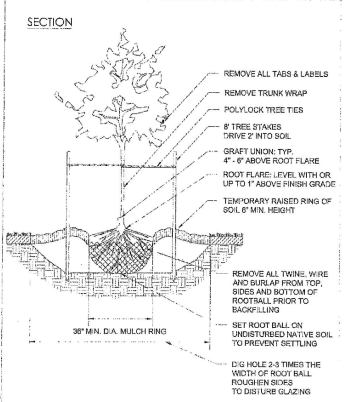
NOTE: TATTERMAN MAPLE (TYPE I) MAY BE SUBSTITUTED GIVEN SITE UTILITY CONSTRAINTS AT TIME OF CONSTRUCTION

STREET TREES SPACING REQUIREMENTS

LOCATION	MINIMUM CLEARANCE
ADJACENT TO SIDEWALK OR CURBING	1.5' OF CURB FACE OR SIDEWALK
ADJACENT TO ANY BUILDING OR STRUCTURE	4' OF A BUILDING OR STRUCTURE
ADJACENT TO METER BOXES AND PAD TRANSFORMERS	12' OF METER VAULT BOX OR TRANSFORMER PAD
RESIDENTIAL DRIVEWAYS	10' FROM A RESIDENTIAL DRIVEWAY
ALLEYS	12' FROM AN ALLEYWAY
FIRE HYDRANTS AND UTILITY POLES	10' FROM A HYDRANT OR UTILITY POLE
SANITARY SEWER LATERAL	10' FROM SANITARY SEWER LATERALS
STREET LIGHTS	10' FROM STREET LIGHTS
TRAFFIC CONTROL SIGNS	40' IN FRONT OF TRAFFIC CONTROL SIGNS
CORNER SIGHT TRIANGLE	40' FROM INTERSECTION RETURN

- GENERAL NOTES**
1. LOCATE UTILITIES BEFORE PLANTING TREES. NOTIFY MONTANA UTILITY NOTIFICATION CENTER PRIOR TO ANY EXCAVATION (PHONE NO. 871).
 2. DRIVEWAY LOCATIONS AND WIDTHS WILL BE DETERMINED BY BUILDER AT THE TIME OF BUILDING PERMIT REVIEW AND ARE SHOWN FOR TREE PLACEMENT ONLY. OPTIMAL TREE SPACING MAY BE MODIFIED TO ACCOMMODATE FUTURE DRIVEWAYS AND THE EXACT LOCATION OF UTILITIES.
 3. STREET TREES SHALL BE PLANTED WITHIN SIX (6) MONTHS OF COMPLETION OR OCCUPANCY OF THE PRIMARY STRUCTURE.
 4. BUREAU OF ARMY CORPS OF ENGINEERS COORDINATE FIRST.
 5. HOMEOWNER OR BUILDER IS RESPONSIBLE FOR THE INSTALLATION OF TWP & DRIP IRRIGATION SYSTEM IN BOULEVARD IN FRONT OF EACH NEW RESIDENCE UPON COMPLETION.
 6. CITY OF MISSOULA REQUIRES A PERMIT FOR INSTALLATION OF BOULEVARD TREES. SEE CITY OF MISSOULA STREET TREE ORDINANCE CITY MUNICIPAL CODE 12.32.





BALL AND BURLAP TREE PLANTING DETAIL

Approved by: [Signature] Date: [Date] PR-101
 Perks & Assoc. Inc. Project No. [Number] 18-007

- NOTES:**
1. Plant material must meet the minimum acceptable standard set by the American Association of Nurserymen's American Standard of Nursery Stock (ANSI Z60.1). Broken, damaged, diseased, or substandard stock are prohibited from being planted in the public right-of-way and will be rejected.
 2. Only clean (nests) growing trees are permitted to be planted under or within 15 feet (15') of overhead utility lines.
 3. Prune only broken or damaged branches. Do not apply fertilizer at time of planting.
 4. The root flare is the point where the top root structural root emerges from the trunk. The depth of the root ball shall be measured from the root flare to the bottom of the root ball. Holeside B&S plants carefully when transferring to planting hole.
 5. Lift or carry by holding the root ball, not the trunk.
 6. Remove any excess soil from the top of the root ball to expose the root flare. Place tree in planting hole with root flare level with or up to 1" above finish grade.
 7. Remove all wire busses and rope from root ball. Be careful to keep root ball intact.
 8. Straighten out and remove any circling roots.
 9. Backfill planting hole 2/3 full with solid soil, settle with water, continue to fill with soil, water again. Water thoroughly after installation to eliminate air pockets.
 10. Construct a temporary raised ring of soil at edge of root ball to contain water. Remove or break before winter.
 11. Construct mulch ring with a minimum 36" diameter to a depth of 2" - 4", leave 3" bare ground between mulch and tree trunk.
 12. Set stakes parallel to prevailing wind and outside of root ball. Stakes must be 1" wide minimum. Flexible hair-like staking. Do not use rope or wire. Do not over-tighten around tree. Stakes should be tight enough to support the tree while allowing it to sway. Remove stakes and ties within one year after installation.
 13. Trees benefit when irrigated separately from turf. Water new trees during summer months to a depth of 12" - 18" once per week (about 5 gallons of water per square foot) for the first 3 growing seasons. During periods of drought, new trees may need more frequent watering.

BALL AND BURLAP TREE PLANTING NOTES

Approved by: [Signature] Date: [Date] PR-101
 Perks & Assoc. Inc. Project No. [Number] 18-007

ACS ENGINEERING
LANDSCAPE ARCHITECTURE

1000 N. 10th St., Suite 100
 Phoenix, AZ 85006
 Phone: 602.955.1111
 Fax: 602.955.1112

PROJECT NO: 18-007
 SHEET NO: 2 OF 2

DATE: 05/20/2022

DESIGNED BY: JAISA
 CHECKED BY: [Signature]
 DATE: 05/20/2022

PROJECT NAME: REMINGTON FLATS SUBDIVISION
 LANDSCAPING DETAILS

PROJECT LOCATION: DENALI DEVELOPMENT, LLC

DATE: 05/20/2022

2 OF 2