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Vincent G. Rieger
Law Office of Vincent G. Rieger, P.C.
P.O. Box 9677
Kalispell, MT 59904

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STATE OF MONTANA LINCOLN COUNTY
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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND
ROAD MAINTENANCE AGREEMENT
FOR
THE RANCH AT EUREKA

THIS DECLARATION is made this 8th day of January, 2024, by Talking Timbers, LLC, a Montana limited liability company, whose mailing address is P.O. Box 1477, Kalispell, Montana 59903 (the “Declarant”).

WITNESSETH:

WHEREAS, Declarant, is currently the owner of one hundred percent (100%) of the real property described on the Final Subdivision Plat of The Ranch at Eureka and any other property annexed into the subdivision and is desirous of making this Declaration of Covenants, Conditions and Restrictions and Road Maintenance Agreement.

NOW, THEREFORE, Declarant hereby declares that the real property described herein shall be held, sold, and conveyed subject to the following conditions, covenants, restrictions, easements, and road maintenance agreement, all of which are for the purpose of protecting the value and desirability of the tracts encompassed thereby, and which shall run with the land and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. **DESCRIPTION.** The real property which is and shall be held, conveyed, transferred and sold subject to the covenants, conditions, restrictions, easements and road maintenance agreement set forth herein is situated in the County of Lincoln, State of Montana and is more particularly described as follows (the “Property”):

The SE¹/₄SW¹/₄, the S¹/₂SE¹/₄ and the NE¹/₄SE¹/₄ all in Section 15, Township 37 North, Range 27 West, P.M.M., Lincoln County, Montana.
EXCEPTING therefrom Lot 1 of Helms View Subdivision Plat 5297

and

That portion of the NE¹/₄, the SE¹/₄ and the SW¹/₄ of Section 22, Township 37 North, Range 27 West, P.M.M., Lincoln County, Montana and more particularly described as Parcel 2 on COS No. 4316 RB.

and

The N¹/₂NE¹/₄ and E¹/₂NW¹/₄ all in Section 22 Township 37 North, Range 27 West, P.M.M., Lincoln County, Montana.

(the "Lots").

2. **DEFINITIONS.**

- (a) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of The Ranch at Eureka Homeowners' Association, Inc., a Montana non-profit corporation, which have been filed with the Montana Secretary of State, as such articles may be amended from time to time.
- (b) "Bylaws" means the bylaws of The Ranch at Eureka Homeowners' Association which establish the methods and procedures of its operation, as such bylaws may be amended from time to time.
- (c) "Member" means any person or entity holding membership in The Ranch at Eureka Homeowners' Association.
- (d) "Common Area" means any real property shown as a private road, gate, and the entrance areas near the gates as shown on the final Plat or Plats of The Ranch at Eureka, records of Lincoln County, Montana and any other property in which The Ranch at Eureka Homeowners' Association owns an interest for the common use, benefit and enjoyment of the Members. The homeowner's park will become part of the Common Area upon the Declarant conveying it to the Association.
- (e) "Owner" shall mean the record owner of a fee simple title to any Lot which is a part of the Property and shall also include contract buyers. The term "Owner" excludes those having such interests merely as security for the performance of an obligation.
- (f) The "Period of Declarant Control" the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Lincoln County, Montana, and ending on the date which is twenty (20) years later.
- (g) The "Property" means and includes the property described in Section 1 of this Declaration and initially subjected to this Declaration, and also refers to any additional real property that may be annexed from time to time and made subject to this Declaration.
- (h) The "Committee" or the "Architectural Review Committee" means the committee formed by the Board of Directors to maintain the quality and architectural harmony of Improvements in The Ranch at Eureka.
- (i) "Homeowners Park" means any real property shown as a homeowners' park on the final Plat or Plats of The Ranch at Eureka, records of Lincoln County, Montana. The Homeowners' Park shall be part of the Common

Area upon the Declarant conveying it to the Association, which shall occur at such time the Declarant in its sole discretion deems appropriate.

- (j) “Improvement(s)” means all buildings, parking areas, loading areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, ponds, lakes, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. “Improvement(s)” does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. “Improvement(s)” does include both original improvements and all later changes and improvements.

3. **PURPOSE.** The Lots and the Property are hereby subjected to the covenants, conditions, restrictions, easements, and road maintenance agreement hereby declared to insure the best use and most appropriate development and improvement of each Lot; to protect the Owners against improper use of Lots that will depreciate the value of their Lots; to preserve the natural beauty of said real property; to guard against the erection thereof of structures built of improper or unsuitable materials; and to insure the highest and best use of the Property.

4. **RECIPROCAL EASEMENT.** Declarant hereby creates and reserves, for the benefit of all Owners, a sixty foot (60’) reciprocal private road and utility easement on, over, and through and across various Lots in the various phases of The Ranch at Eureka, as such phases are annexed, which shall be for the benefit of all of the Lots and future phases of The Ranch at Eureka, and the Owners thereof, their heirs, personal representatives, successors, assigns, tenants, employees, agents, customers and invitees, and said Lots shall be servient to the easement hereby created and reserved, and said easement shall be deemed appurtenant to the Lots benefited thereby. The sixty foot (60’) private road and utility easement is depicted on the Final Subdivision Plat of The Ranch at Eureka. The roadways shall be commonly known by the names shown on the Final Plat or as approved and established by Lincoln County. Such easement ways are located within The Ranch at Eureka as well as future phases of The Ranch at Eureka that will be annexed pursuant to Section 29 below.

Additionally, Declarant hereby creates and reserves, for the benefit of all Owners, a ten foot (10’) reciprocal private utility easement for electrical power lines on, over, and through and across various Lots in the various phases of The Ranch at Eureka, as such phases are annexed, which shall be for the benefit of all of the Lots and future phases of The Ranch at Eureka, and the Owners thereof, their heirs, personal representatives, successors, assigns, tenants, employees, agents, customers and invitees, and said Lots shall be servient to the easement hereby created and reserved, and said easement shall be deemed appurtenant to the Lots benefited thereby. The ten foot (10’) private utility easement for power lines is immediately adjacent to the sixty (60’) private road and utility easement described in the paragraph immediately above and is depicted on the

Final Plat of the Ranch at Eureka. Owners connecting to the power lines to provide service to the other side of the road shall not cut or trench paved roads. Owners shall, at the Owner's sole expense, directionally drill underneath the paved road when connecting to the power lines.

The above-described easements shall inure to the benefit, specifically, of each of the Lots described in or affected by the easement and shall be deemed to run with the land and shall further inure to the benefit of the present and future Owners of said Lots, and all of said future Owners, and their heirs, personal representatives, successors, and assigns, and said Lots and Owners shall be subject to the aforesaid easement. Said easement shall and may be used in common by the Owners, and their permittees, without any segregation of the easement because the same is located over and on any particular Lot or Lots, and the Owners and permittees of the Owners shall have the right of ingress and egress on the lands described, regardless of whether or not such Owners, or their permittees are using such easement on land owned by such Owner or lands owned by the other Owners.

The foregoing easement shall be deemed to have been created and reserved by Declarant for the benefit of the Lots (and not for general public use as a public right-of-way), whether or not conveyances of Lots specifically except or reserve the same. Notwithstanding the foregoing, from the date that this Declaration is recorded until the date fifteen (15) years thereafter, the Declarant reserves the right to dedicate the private roadways to Lincoln County, or any other appropriate governmental subdivision, for use as a public right-of-way, if such governmental agency agrees to accept such dedication.

No building, structure, barricade, fence or gate may be placed, erected or constructed within the easement area on any Lot, except Declarant or Association installed entrance gates, or curbs, paving, landscaping, lighting standards, driveways, sidewalks, walkways and other similar improvements which do not interfere with access, ingress and egress to and from said Lots.

With the exception of Lot 7, all access to the Property and the Lots shall be through the two (2) subdivision entrances. Owners shall not apply for, utilize, or construct alternate entrances to their Lots from the county roadways known as Airport Road or Tetrault Lake Road.

5. **ROAD MAINTENANCE AGREEMENT.** Each Owner shall be assessed and shall be obligated to pay such Owner's Share of the costs and expenses of maintaining and repairing the private roadways running through the Property. As used herein, an "Owner's Share" shall be a fraction of the total cost of maintenance and repairs. The numerator of the fraction shall be one (1) and the denominator the fraction shall be total number of Lots in The Ranch at Eureka subdivision.

6. **OWNERS' ASSOCIATION.** Each Owner shall be a member of The Ranch at Eureka Homeowners' Association, a Montana not-for-profit corporation (the "Association"). Owners shall have one (1) vote for each Lot owned. Owners shall be

subject to assessments by the Association as set forth herein and for legitimate business of the Association, including but not limited to, maintenance of and repairs to the Common Area. Members will incur certain assessments, fees, and be required to make deposits, including but not limited to:

- (a) Annual Assessments. The initial annual assessment shall be \$500 per Lot per year. Such assessments may be increased or decreased at the discretion of the Board of Directors.
- (b) Special Assessments. The Association shall be entitled to impose special assessments as determined necessary and in the best interests of the Members and the Property, as determined by the Board of Directors.
- (c) Initial Assessment. Upon the initial acquisition of a Lot by the first owner subsequent to the Declarant, such owner shall pay a \$3,500 initial assessment which shall be retained and utilized by the Association for upkeep, maintenance, and repairs of the private roadways and the Common Area.
- (d) Architectural Review Fee. Upon submission of plans to the Architectural Review Committee, owners shall submit a non-refundable plan review fee of \$1,000. Such fee may be increased or decreased at the discretion of the Board of Directors.
- (e) Damage Deposit. Prior to commencement of construction, owners shall deposit \$5,000 with the Association to cover the cost of repairing any damage to the private roadways or the Common Area. Upon completion of construction, such deposit shall be fully or partially refundable, assuming that there is no or limited damage to the private roadways or the Common Area. The Association may deduct the cost of any required repairs from the damage deposit.

7. USE. All Lots shall be used exclusively for single-family residences. No other use of said Lots shall be permitted. Said Lots shall be limited to improvements of one (1) home, one (1) guest house, and two (2) outbuildings for a total of four (4) structures as set forth below.

8. COMMERCIAL USAGE. In general, no business or commercial activity shall be conducted on any Lot. To clarify:

- (a) Notwithstanding the general prohibition on business or commercial activity an occupation of a professional nature may be pursued from the Owner's primary residence by the Owner. No traffic shall be generated by such activities in greater volume than would normally be expected in a residential neighborhood and such use shall not interfere with the residential character of the subdivision.

- (b) No church, synagogue, mosque, or other place of worship shall be located on any Lot.
- (c) No daycare, preschool, or other child or person care facility shall be located on any Lot.
- (d) No mechanic's shop or auto or equipment care facility of any kind shall be located on any Lot.
- (e) No bed and breakfast, VRBO, Airbnb, or other short term lodging operation or facility of any kind shall be operated on any Lot.
- (f) No timeshare of any kind or any type of vacation home co-ownership such as those operated by Pacaso, or the like, may be located or operated on any Lot.
- (g) Primary residences may be leased to the same party for residential use for terms of ninety (90) days or greater. Such use shall not be deemed commercial activity.

9. **ARCHITECTURAL REVIEW COMMITTEE.** The board of directors of the Association shall appoint an Architectural Review Committee (the "Committee"), which will be responsible for the review and approval of all proposed Improvements on the Lots.

- (a) **Committee Membership.** During the Period of Declarant Control, the Committee will be composed of three (3) or more persons. After expiration of the Period of Declarant Control, the Committee will be composed of three (3) persons and at least one (1) of those persons shall be a professional design consultant. All of the members of the Committee will be appointed, removed, and replaced by Declarant, in its sole discretion, until the expiration of the Period of Declarant Control or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at that time the Board of Directors will succeed to Declarant's right to appoint, remove, or replace the members of the Committee.
- (b) **Purpose and General Authority.** No Improvement will be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the Improvements have been approved by the Committee; provided, however, that Improvements that are completely within a building may be undertaken without such approval. The Owner shall submit a site plan and building plans including elevations showing the design, location, material, color and exterior finish of proposed Improvements to the Committee. The Committee will have the right to charge a fee for an application submitted to it for review, in an amount which may be established by the Committee from time to time. All plans shall be submitted in accordance with the rules and procedures described in the Design Guidelines. All

Improvements shall be constructed only in approved Building Envelopes and in accordance with approved plans.

- (c) Failure to Act. In the event the Committee fails to approve or disapprove such design of the proposed Improvements within sixty (60) days after the detailed site plan and elevations have been submitted to it, approval shall not be required and such Owner shall be deemed in compliance with this Article. Any plans, elevations and proposals so approved, either expressly in writing or by the expiration of the sixty (60) day period hereinabove provided, shall then permit the Owner to commence construction in accordance with said plans and elevations, but any deviation from said plans and elevations which in the judgment of said Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plans and elevations as submitted.
- (d) Expert Consultation/Committee Discretion. The Committee may avail itself or other technical and professional advice and consultants as it deems appropriate, and the Committee may delegate its plan review responsibilities, except final review and approval, to one or more of its members or to consultants retained by the Committee. Upon that delegation, the approval or disapproval of plans and specifications by such member or consultant will be equivalent to approval or disapproval by the entire Committee. The Committee will exercise its best judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and the schemes and aesthetic considerations set forth in this Declaration. The Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements.
- (e) Binding Effect. The actions of the Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, will be conclusive and binding on all interested parties.
- (f) Organization and Operation of Committee.
 - (i) Term. The term of office of each member of the Committee will be one (1) year, commencing January 1 of each year, and continuing until his or her successor shall have been appointed. Should a Committee member die, retire, or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed by the Board of Directors.

- (ii) Chairman. So long as Declarant appoints the Committee, Declarant will appoint the chairman. At such time as the Committee is appointed by the Board of Directors, the chairman will be elected annually from among the members of the Committee by a majority vote of the members. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, an interim chairman.
- (iii) Operations. The Committee chairman will take charge of and conduct all meetings and will provide for reasonable notice to each member of the Committee prior to any meeting. The notice will set forth the time and place of the meeting, and notice may be waived by any member.
- (iv) Voting. The affirmative vote of a majority of the members of the Committee will govern its actions and be the act of the Committee.
- (g) Other Requirements. Compliance with The Ranch at Eureka architectural review process is not a substitute for compliance with Lincoln County building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required prior to commencing construction.
- (h) Enforcement.
 - (i) Inspection. Any member or authorized consultant of the Committee, or any authorized officer, Director, employee or agent of the Association may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect Improvements constructed or under construction on the Lot to determine whether the Improvements have been or are being built in compliance with this Declaration and the plans and specifications approved by the Committee.
 - (ii) Deemed Nuisances. Every violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against Member will be applicable. Without limiting the generality of the foregoing, this Declaration may be enforced as provided below.
 - (A) Fines for Violations. The Committee may adopt a schedule of fines for failure to abide by requirements imposed by the Committee, including fines for failure to obtain any required approval from the Committee.

- (B) Removal of Nonconforming Improvements. The Association may, upon request of the Committee and after reasonable time after notice to the Owner, without being deemed guilty of trespass, remove any Improvement constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration. The Owner of the Improvement will immediately reimburse the Association for all expenses incurred in connection with such removal. If the Owner fails to reimburse the Association within 30 days after the Association gives the Owner notice of the expenses, the sum owed to the Association will bear interest at the maximum rate permitted under Montana law from the date the expense was incurred by the Association through the date of reimbursement in full/

10. **CONSTRUCTION STANDARDS.** The Property and the Lots will be used only for the purposes set forth in these Covenants, as permitted by the applicable regulations of Lincoln County, Montana and the laws of the State of Montana and the United States, and as set forth in The Ranch at Eureka or other specific recorded covenants affecting all or any part of the Property and no structure which fails to meet the following minimum standards shall be erected, placed or allowed to remain on any Lot. In general, the Architectural Review Committee shall have no power to approve any Improvement failing to meet the following minimum baseline standards. However, the Architectural Review Committee shall have the power to grant individual variances on a case-by-case basis. The grant of a variance shall in no way be deemed to set a precedent for future variances or to otherwise waive the restrictions contained in these Covenants. All construction shall comply with the following minimum standards:

- (a) Completion of Construction. Once commenced, all construction shall be diligently prosecuted to completion, and shall be completed within eighteen (18) months of commencement.
- (b) Minimum Size. All primary residences must be at least two thousand (2,000) square feet in size, exclusive of the garage.
- (c) Height. The maximum height of any building or Improvement on any residential Lot shall not exceed thirty-eight feet (38').
- (d) Setbacks. All buildings and structures must be constructed in compliance with the following setbacks from the boundary lines:
- (i) Front - 100'
 - (ii) Side - 100'

- (iii) Rear - 100'
- (e) New Construction. All buildings or structures, erected, altered, placed, or permitted on the Property shall be of new construction. All buildings shall be constructed on a permanent concrete foundation.
- (f) Guest Homes. In addition to the primary residence, one (1) guest home shall be permitted on each Lot on the conditions that such guest home is at least one thousand (1,000) square feet, exclusive of any garage; is of the same type construction and generally matches the architectural theme and colors of the primary residence; and such guest home has sanitary sewer facilities approved by the Montana Department of Environmental quality.
- (g) Outbuildings. Two (2) outbuildings such as a garage and shop shall be permitted on each Lot on the condition that such outbuildings are of the same type construction and generally match the architectural theme, materials and colors of the primary residence.
- (h) Fencing.
 - (i) Except as provided below, all fencing shall be designed and constructed to allow the unrestricted migration of local elk herds.
 - (ii) To allow such migration fences shall not exceed forty-two inches (42") in height and the bottom rail shall be at least eighteen inches (18") above ground. No vertical metal fence posts are permitted on any Lot. Wooden vertical fence posts are recommended and the preference. Except as provided below, no metal or wire fencing is permitted on any Lot.
 - (iii) Deer resistant fences of up to eight feet (8') in height shall be allowed to enclose a garden area near the primary residence that shall not exceed eight thousand (8,000) square feet. Such garden fencing may be constructed of metal.
 - (iv) A fenced dog run area immediately adjacent to the primary residence and/or guest house may be installed. Such area shall not exceed four hundred (400) square feet. Dog run fencing may be up to six feet (6') in height and may be constructed of metal.
 - (v) Maintenance of the subdivision perimeter fence installed by the Declarant shall be the responsibility of the Association and the Association shall have an easement for the installation and maintenance of such fencing.
 - (vi) No barbed wire of any type is allowed on any Lot.
- (i) Recreational Vehicles. Recreational vehicles and the like shall be parked and stored in accordance with the provisions of Section 15 below.
- (j) Lighting.

- (i) All exterior lighting shall be full cut-off fixtures with the light source fully shielded, with the following exceptions:
 - (a) Holiday lights are exempt for the two (2) month period from November 15 to January 15 of each year.
 - (b) Sensor activated lighting may be unshielded provided it is located in such a manner as to prevent direct glare and lighting into properties of others or into the public or private right-of-way, and provided the light is set to only go on when activated and go off within five (5) minutes after activation has ceased, and the light shall not be triggered by activity off the property.
- (ii) All exterior lighting shall not cause light trespass and shall be such as to protect adjacent properties from glare and excessive lighting.
- (iii) All non-essential lighting is encouraged to be turned off when in use. Lights on a timer are encouraged. Sensor activated lights are encouraged for security purposes.
- (iv) Uplighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield from the sky.
- (k) Roofing. Roofing materials on structures located on the Lots shall be natural or earth tone in color. Roofing materials shall not consist of bright or shiny materials. No red or blue roofs are permitted. Wood shake or wood shingles, treated or otherwise, are prohibited and all roofing materials must be either Class A or Class B fire resistant materials.
- (l) Siding. Siding on structures or other Improvements located on the Lots shall be natural or earth tone in color. Siding materials shall not consist of or be painted bright or shiny materials.
- (m) Address Numbers. Each residence situated on a Lot shall display a street address sign clearly legible from the nearest roadway.
- (n) Driveways. All driveways serving all primary residences, guest houses and outbuildings must be paved with asphalt (not concrete). A concrete apron may extend from the structure to the asphalt driveway.
- (o) Trenching. Trenching across subdivision roadways is not allowed. Owners shall, at the Owner's expense, directionally drill under roadways to connect to utilities.

11. **SUBDIVISION**. There shall be no subdivision of the Lots and no part or portion of said Lots may be sold or transferred.

12. **MOBILE HOMES, TRAILERS, TEMPORARY AND PREFABRICATED STRUCTURES**.

- (a) House trailers, single wide mobile homes, and other equivalent type prefabricated structures shall not be permitted on the Property.
- (b) Modular homes, double-wide mobile homes, triple-wide mobile homes, and equivalent structures shall not be permitted on the Property.
- (c) Structures of a temporary nature or character such as tents, shacks, cabins or basements shall not be used as a residence on the Lots.
- (d) Motor homes and recreational vehicles may not be used as permanent or seasonal residences on Lots. Similarly, such homes and vehicles may not be used as a temporary residence during construction.

13. **EXTERIOR MAINTENANCE**. All Owners shall provide exterior maintenance upon such structures that are situated on their Lots. Maintenance shall include painting and repairing the structure, maintaining the lawn and grounds to preclude noxious weeds and other noxious growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds.

14. **SIGNS**. No signs, billboards or advertising devices of any kind shall be displayed to the public view on Lots except for:

- (a) One (1) sign of not more than twelve (12) square feet advertising the real property for sale or rent shall be permitted.
- (b) One (1) sign of not more than twelve (12) square feet advertising the sale of the Lot and/or residence shall be permitted.
- (c) The Declarant shall be exempt from these signage restrictions during the Period of Declarant Control.
- (d) Residences shall have and display an attractive sign that clearly displays the residential address of the residence and such sign shall meet all requirements of first responder organizations such as police, fire, and medical providers. The size and appearance of such sign is subject to the approval of the Architectural Review Committee.

15. **MOTOR VEHICLES**. All motor vehicles, including but not limited to, recreational vehicles, boats, trailers, motorcycles, all-terrain vehicles, and snowmobiles

shall be parked and stored inside a garage or shop building or underneath a lean-to roof attached to the side of a shop or barn. Motor vehicles shall not be parked on or alongside the private roadway for more than seventy-two (72) hours. Inoperative motor vehicles shall be removed from the private roadway within seventy-two (72) hours of breakdown.

16. **ANIMALS.** Animals shall be permitted on the Lots as follows:

- (a) Up to three (3) domestic pets, such as dogs and cats, shall be allowed so long as they do not constitute a nuisance or annoyance to the Owners.
- (b) Up to one (1) horse, mule, donkey, llama, or alpaca may be kept on each Lot per five (5) acres of property contained in such Lot.
- (c) Up to twenty-five (25) chickens (hens) may be kept on each Lots on a non-commercial personal use basis on the condition that they are maintained within a properly fenced area or in a coop. No roosters are allowed on the Lots.
- (d) Cows, pigs, hogs, goats, and poultry (other than chickens (hens)) and the like shall not be permitted on Lots.

17. **FIREARMS/ARCHERY/HUNTING.** Firearms may not be discharged on the Property or on any Lot. Owners may take part in archery, including archery hunting, on their Lots.

18. **FIREWORKS.** Fireworks may not be discharged on the Property or on any Lot.

19. **NOXIOUS WEED CONTROL.** The Owners shall control noxious weeds on their Lots. The following minimum weed control measures shall be taken:

- (a) Existing topsoil shall be stripped and stockpiled wherever soil is to be disturbed for excavation, construction, and driveways.
- (b) Topsoil shall be replaced on all disturbed areas. Upon replacing the topsoil the disturbed areas shall be seeded with native or commercial grass or an approved Forest Service mix.
- (c) Any offsite topsoil imported shall be inspected for noxious weeds prior to delivery to the real property.
- (d) Livestock shall not be allowed to overgraze the Lots due to overgrazing encourages the propagation of noxious weeds and is not aesthetically pleasing.

- (e) All weed management efforts shall be in accordance with the Soil Disturbance and Weed Management Plan which is attached hereto as Exhibit "A."

20. **HOMEOWNERS' PARK.** The Declarant may, at the Declarant's sole discretion, construct improvements in the homeowners' park for the benefit and use of the Owners.

21. **NUISANCES.** No noxious or offensive activity shall be carried on or permitted upon the Property or the Lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

22. **GARBAGE AND REFUSE DISPOSAL.** Lots shall not be used or maintained as a dumping ground for rubbish, trash, garbage or waste and such items shall not be kept outdoors, except in bear-proof sanitary receptacles. All receptacles for storage or disposal of such materials shall be kept in clean and sanitary condition and shall be screened from public view except on the day of pick-up.

23. **SEPTIC SYSTEMS.** No individual septic system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Montana Department of Environmental Quality, the Lincoln County Sanitarian and any other local authority with jurisdiction.

24. **WATER WELLS.** Each Lot shall be served by a separate private water well installed in accordance with the requirements, standards and recommendations of the Montana Department of Natural Resources and Conservation and any other state or local authority with jurisdiction.

25. **UNDERGROUND UTILITIES.** All utility service lines shall be installed and located underground.

26. **FUEL AND PROPANE TANKS.** All fuel and propane tanks, of any type and kind, shall be installed underground.

27. **REMEDIES FOR NONPAYMENT OF ASSESSMENT.** Any assessment which is not paid within thirty (30) days after its due date will be delinquent. In the event that an assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time;
- (b) Charge interest from the date of delinquency at the maximum rate permitted under Montana law;

- (c) Suspend the voting rights of the Owner during any period of delinquency;
- (d) Accelerate all remaining assessment installments of the delinquent Owner for the fiscal year in question so that unpaid assessments for the remainder of the fiscal year will be due and payable at once;
- (e) Bring an action at law against any Owner personally obligated to pay the delinquent assessment;
- (f) File a lien with the Lincoln County Clerk and Recorder with respect of the Lot and foreclose such lien as set forth in more detail below;
- (g) The remedies provided under this Declaration will not be exclusive, and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law; and
- (h) Any Assessment chargeable to a Lot will constitute a lien, effective the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the delinquent assessment amounts then owing. Any such statement will be duly signed and acknowledged by an officer or Director of the Association and will be served upon the Owner by mail to the last known address of such Owner or at such other address as the Association may have in its records for the Owner. At least ten days after the Association mails the statement to the Owner, the Association may record the lien in the office of the Clerk and Recorder of Lincoln County, Montana. Thirty (30) days following the mailing of such notice to the Owner, the Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Montana.

28. **DURATION OF COVENANTS.** The conditions, covenants, and restrictions of this Declaration shall run with and bind the real property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

29. **ANNEXATION.** At the sole discretion of the Declarant, an expansion of the Property may be accomplished by recording a Declaration of Annexation and one or more supplemental plats or surveys in the records of the Clerk and Recorder of Lincoln County, Montana. The Declaration of Annexation will describe the real property to be annexed, submitting it to these Covenants and provide for voting rights and Assessment allocations as provided in this Declaration. Specifically, each new Lot in the annexed area will be allocated one vote and liability for the common expenses equal to the liability allocated to each of the other Lots, and the proportionate voting interest and allocation of common expenses for the other Lots will be adjusted accordingly. Such

Declaration of Annexation will not require the consent of Owners, the Association, or the Board of Directors. Any such expansion will be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

Upon the recordation of any such Declaration of Annexation, the definitions used in this Declaration will be expanded automatically to encompass and refer to The Ranch at Eureka as expanded. Such Declaration of Annexation may add supplemental covenants peculiar to the expansion property in question or delete or modify provisions of this Declaration as it applies to the expansion property added. However, this Declaration may not be modified with respect to that portion of the Property already subject to this Declaration, except as provided below for amendment.

30. **FIRE SAFETY.** The wildland urban interface notice and responsibilities attached hereto as Exhibit "B" are hereby incorporated by reference.

31. **AIRPORT.**

- (a) A notice of Proposed Construction or Alteration form shall be submitted, prior to the construction of any residence, to the Lincoln County Planning Department, for forwarding to the Eureka Airport Board for its review and approval.
- (b) Every Owner, by accepting title to a Lot acknowledges that they have been advised that the Lots are near the Eureka Airport and that there are certain responsibilities, liabilities and restrictions related to living near an airport. Aviation and aviation related activities cause noise pollution and related nuisances. Residing near an airport and activity conducted adjacent to or near aviation activities have certain inherent risks. All Owners, by purchasing property in The Ranch at Eureka accept those risks and nuisances and agree to indemnify and hold the Declarant, its partners, managers, officers, directors, advisors and agents harmless from all claims, damages, judgments or awards which may result from aviation related risks and aviation related noise pollution. Owners covenant not to sue, prosecute, molest or trouble the Declarant or Lincoln County, Montana (the owner of the airport) for any issues related to aviation, noise pollution or any other possible damages resulting from flights or airport operations.
- (c) Every owner, by accepting title to a Lot acknowledges receipt of and that they will comply with the Ordinance to Limited Height of Objects Around Eureka Airport and the accompanying Eureka Airport Hazard Areas Map which are attached hereto as Exhibit "C." Such ordinance and map are incorporated by reference.

32. **AMENDMENT.** During the Period of Declarant Control, the Declarant may amend this Declaration. Subsequent to the termination of the Period of Declarant Control, this Declaration may be amended at any time by the consent of sixty percent (60%) of the Owners. Such consent shall be given at a vote of the Owners at a meeting held after not less than thirty (30) days prior written notice of such meeting and the purpose thereof has been sent by certified mail, return receipt requested to the last known address of each such Owner. All amendments hereto shall be recorded in the office of the Clerk and Recorder of Lincoln County, Montana.

33. **LIABILITY OF DECLARANT.** Declarant shall have no liability for any of its actions or failures to act nor for any actions or failures to act of any of the Owners. The relationship between the Declarant and the Owners shall be deemed to be that of separate entities, and not that of principal and agent, partnership, or joint venture.

34. **RESERVED RIGHTS OF DECLARANT.** Until the termination of the Period of Declarant Control, Declarant will have the following Special Declarant Rights:

- (a) **Completion of Improvements.** The right to complete Improvements as indicated on any plat or survey filed with respect to the Property.
- (b) **Development Rights.** The right to exercise all development rights in connection with the development of the Property, including without limitation the right or combination of rights hereby reserved by Declarant, as follows:
- (c) **Sales Activities.** The right to maintain sales and management offices and signs advertising the Lots.
- (d) **Easements.** The right to use easements through the Property for the purpose of making improvements to the Property.
- (e) **Association Officers and Directors.** The right to appoint all officers and directors of the Association, as provided in this Declaration or the Association's Bylaws.
- (f) **Utility Easements.** There is hereby created an easement upon, across, over, in, and under the Property, the private roadways, and the areas designated on the Plat as utility easements for the installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television and a master communications system. By virtue of this easement, it will be expressly permissible and proper for the companies providing utility services to install and maintain necessary equipment on and under the Lots, the private roadways and the areas designated on the plat or survey as utility easements and to affix and maintain utility pipes, wires, circuits, conduits and other equipment under those areas. Any utility company using this

easement will use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners, the Association and Declarant; will prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and will restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the easement granted above request a specific easement by separate recordable document, either Declarant or the Association will have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Lots, the private roadways and the areas designated on the plat or survey as utility easements without conflicting with the terms of this Declaration. This easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

- (g) Gates and Entrance Areas. The Declarant has installed gates at the entrances to the Property along Airport Road (between Lot 17 and Lot 30) and Tetrault Lake Road (between Lot 1 and Lots 6 and 7). The Declarant and has ran and the Declarant and the Association shall retain the right to run and maintain utilities to such gates including but not limited to power and communication systems in the areas designated “utility and landscape easement” near the gates as shown on the Final Plat. The Declarant has designated landscape areas near the entrance gates and has installed water wells and irrigation systems to irrigate such landscape areas. The Declarant has installed community mailboxes near the entrance gates. The Declarant and the Association shall have an easement to install and maintain the wells, gates, utilities, irrigations systems, landscaping, and community mailboxes. All maintenance of such areas and equipment shall be the responsibility of and paid for by the Association.
- (h) Perimeter Fencing. The Declarant has installed perimeter fencing along Airport Road and Tetrault Lake Road. The Declarant retains and the Association shall have the right to install perimeter fencing around the remainder of the perimeter of the Property. The Declarant and the Association shall have an easement to install and maintain the perimeter fencing. All maintenance of the perimeter fencing subsequent to installation shall be the responsibility of and paid for by the Association.
- (i) Easements Deemed Created. All conveyances of Lots hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easements contained in this Section, even though no specific reference to such easements or to this Section appears in the instrument for such conveyance.
- (j) Turnover. The Declarant, at the Declarant’s sole discretion, shall have the right to early termination the Period of Declarant Control and/or turnover

control of the Board of Directors of the Association to the Owners at such time the Declarant deems it its or the Property's best interest.

35. **WILDLIFE.**

- (a) **General.** All Owners 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 of wildlife. The following covenants are designed to help minimize problems that Owners could have with wildlife, as well as helping Owners protect themselves, their Lots and the wildlife that Montanans value.
- (b) **Vegetation.** Owners must be aware of the potential for vegetation damage by wildlife, particularly from deer feeding on green lawns, gardens, flowers, ornamental shrubs and trees. Owners shall take the responsibility to plant no-palatable vegetation or protect their vegetation in order to avoid problems. Also, owners must landscape with the types of vegetation that are specified in the design guidelines and are less likely to suffer extensive feeding damage by deer
- (c) **Garbage.** Owners must store garbage in secure bear resistant containers or indoors to avoid attracting wildlife. If stored indoors, garbage cans may not be set out until the morning of garbage pickup and must be taken back indoors that day after garbage pickup.
- (d) **Feeding Wildlife.** Owners shall not feed wildlife or offer supplements (such as salt blocks), attractants, or bait for deer or other wildlife. 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, Section 87-3-130, MCA, to purposely or knowingly attract bears.
- (e) **Pets.** Pets shall be confined to the house or in an outdoor kennel area when not under the immediate control of the Owner, and not be allowed to roam. Keeping pets confined also helps protect them from predatory wildlife. Under current state law it is illegal for dogs to chase hoofed game animals and the Owners may also be held responsible under Section 87-3-124, MCA. Dogs shall be leashed when not kenneled or otherwise confined to an Owner's Lot.
- (f) **Pet Feed.** Pet food must be stored indoors, in closed sheds or in animal-resistant containers in order to avoid attracting wildlife. When feeding pets, Owners shall not leave food out overnight. Owners should consider feeding pets indoors so that wild animals do not learn to associate food with the home.

- (g) Barbeque Grills. Permanent outdoor barbecue grills are allowed; provided, however, that the Owner shall keep all portions of the outdoor barbecue clean at all times. Food spills and smells on and near the grill can attract wildlife.
- (h) Compost Piles. Compost piles can attract wildlife and shall not be allowed.
- (i) Apiaries. Apiaries (beehives) may attract bears and shall not be allowed.

36. **SEVERABILITY**. Invalidation of any one of these conditions, covenants, or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

37. **COUNTY IMPOSED RESTRICTIONS ON AMENDMENT**. Per the Conditions of Final Plat Approval issued by the Lincoln County Planning Department, the following provisions may not be amended without the approval of the Lincoln County Board of Commissioners:

- (a) All Lots are designed for single family residences. No Lot shall be used except for residential purposes.
- (b) The homeowners park may not be used for motorized access for adjacent federal lands.
- (c) All residences shall display an address sign that conforms with Lincoln County Resolution #968 to insure that emergency vehicles and first responders may accurately and correctly respond to the correct property.
- (d) Any Lot desiring access off a public road must apply for and obtain an approach permit from the appropriate jurisdiction.
- (e) All driveways serving all Lots shall be constructed in accordance with the driveway design standards set forth in the Lincoln County Subdivision Regulations.
- (f) Noxious weeds and seeds are a public nuisance under Montana law and it is unlawful to permit their propagation on the Property and Lots. Lot owners are subject to prosecution for failure to comply with Montana noxious weed laws and regulations. Contact the Lincoln County Weed District at 428 Mineral Avenue, Libby, Montana 59923 (406) 283-2444.
- (g) All structures constructed on the Lots that will generate wastewater flows may apply for and receive an approved septic permit from the Lincoln County Health Department. All septic systems shall be designed and constructed in conformance with the County's wastewater treatment regulations. All such systems shall be inspected by the County. Contact

the Lincoln County Sanitarian at 418 Mineral Avenue, Libby, Montana 59923 for permitting requirements.

- (h) All Lot owners must comply with the Montana Fish Wildlife and Parks "Living with Wildlife" guidelines to avoid conflicts with wildlife. Requirements include but are not limited to food attractants, fencing and prohibition on feeding.
- (i) Lots 24, 25, 26 and 28 have been determined to have certain fire risks. Therefore, no structures shall be built within one hundred feet (100') of the topographic break. Additionally, from the level ground for one hundred fifty feet (150') down the slope, the trees and grounds shall be trimmed and cleared of dead vegetation to mitigate fire risk.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.


TALKING TIMBERS, LLC



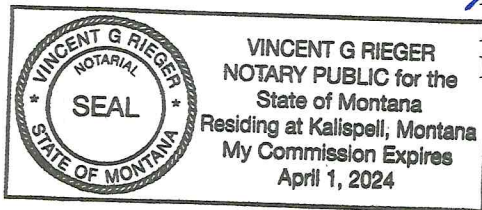
 Paul D. Wachholz, Managing Member

STATE OF MONTANA)
 :SS
 County of Flathead)

This instrument was acknowledged before me on this 8th day of January, 2024, by Paul D. Wachholz as the Managing Member of Talking Timbers, LLC.



 Notary Public for the State of Montana
 Residing at Kalispell, Montana
 My commission expires: April 1, 2024



SOIL DISTURBANCE AND WEED MANAGEMENT PLAN

PREPARED IN ACCORDANCE WITH LINCOLN COUNTY SUBDIVISION REGULATIONS,

for

The Ranch Subdivision

On property located along Airport Drive, Eureka, MT
described as Assessor # 7379, 7380 and 7381
in Section 15 & 22, T37N, R27W, PMM, Lincoln County

Published: December 5, 2023

Prepared For:
Talking Timbers, LLC
PO Box 1477
Kalispell, MT 59903



Prepared By:
406 Engineering, Inc.
35 8th Street East
Kalispell, MT 59901

1.0 APPLICABILITY

The Lincoln County Subdivision Regulations, Section VI-Q requires a “Weed Control Plan” shall be developed and implemented for every new subdivision. This plan has been developed to meet the requirements of the subdivision regulations.

2.0 LEGAL DESCRIPTION

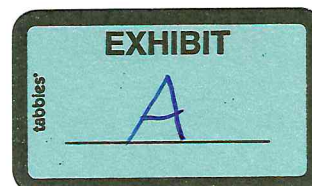
Assessor # 7379, 7380 and 7381
in Section 15 & 22, T37N, R27W, PMM, Lincoln County

3.0 ACRES

627.79 acres

4.0 LANDOWNER

Talking Timbers, LLC
PO Box 1477
Kalispell, MT 59903



5.0 WEED INVENTORY

Knapweed, St. Johnswart, Mullen, Moth Mullen scattered throughout the property.

6.0 WEED PLAN

6.1 INITIAL TREATMENT

Weeds need to be treated in the spring and fall. If machinery or vehicles are on the property they will be cleaned of any seed.

6.2 LONG TERM PLAN

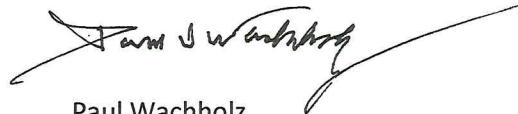
Current and future owners must reseed with weed free seed on disturbed areas in a timely manner. Spring and Fall are recommended. Monitoring and treatment of noxious weeds is required. Hand pulling and tilling for small patches and bio-control for large areas.

Prepared by:
406 Engineering, Inc.



Chrissy Griffin
Project Coordinator

Acknowledged by:
Developer

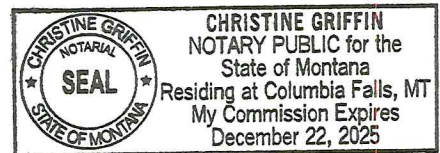


Paul Wachholz

State of Montana
County of Flathead

This record was acknowledged before me on December 18, 2023 [Date]
by Paul Wachholz [Name(s) of Individual(s)].

Christine Griffin
Notary Public Signature
Print: Christine Griffin
Resides at: Columbia Falls
My Commission expires: 12/22, 20 25



Weed Management Plat completed and approved.

Mike Bradeen
Mike Bradeen, Weed Management Department Head

12/18/2023
Date

https://406engineeringinc.sharepoint.com/Shared Documents/406 Work/1_Projects/2020 Projects/20-106 Talking Timbers/4_PLANNING/3_Final Plat Application/rpt.2023-09-20.weed plan.docx Monday, December 18, 2023, 9:36 AM

EXHIBIT B

RESPONSIBILITIES OF PROPERTY OWNERS IN THE WILDLAND/URBAN INTERFACE

Property owners, residents and visitors in the areas threatened by wildfire have a responsibility for their own life safety. Understanding the risks of living or being in the Wildland/Urban Interface (WUI) is part of that responsibility.

The two keys to your survival and that of your property are early preparedness and clear decision-making at the time of the threat. Perform fuels mitigation; create survivable space around your buildings, and prepare yourself. Learn some of the risks of staying or evacuating. Evaluate whether you are physically and emotionally prepared to stay, and whether other family members will be able to cope with evacuating (including possibly leaving someone behind) or staying. This will enable you to make good decisions during a wildfire threat.

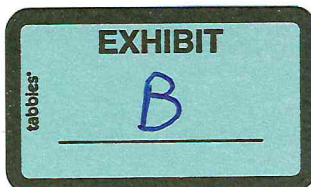
1. PREPARING YOUR PROPERTY

- a. Assets, structures, and property have to be properly prepared and maintained before a wildfire threatens them. Utilize the guidelines and best practices in this document to assist in preparation. If you have further questions, contact your local fire district or department.
- b. Do not assume firefighters will be readily available to defend your property. Prepare your property to survive a major wildfire without firefighter intervention. You must have good access, fire-resistant structures and landscaping, an adequate water supply, and a safe area ready to advance. This will also make defending your property more effective whether you are defending it yourself or receive assistance from firefighters.

2. CREATING A FIRE PLAN

- a. Know where fire is likely to be a threat to your property and evaluate how to access your property safely.
- b. Learn to evaluate the risks of evacuating on mid slope roads and roads where heavy fuel loads are present.
- c. Understand weather patterns and the likely effects weather will have. This will help you decide whether you should evacuate or stay at your property.
- d. Know where your safe zones are.

3. EVACUATING



Evacuating early if you have any doubts about the survivability of your property, your personal safety, and your physical and/or mental ability to stay. Know likely evacuation routes; make sure everyone knows evacuation plans such as the location you and/or your family will evacuate to in case you are split up for any reason, including someone staying behind. Keep in mind that one of the highest risks during a wildfire is traveling on evacuation routes and roads. Even during an early evacuation, fire can cut off your evacuation route. Listen to the advice of local law enforcement and fire protection officers and make your decision accordingly.

PROTECTION ZONE GUIDELINES

Feet from structure	Requirements	Recommendations	Comments
Zone A – Structure Zone			
0-5	<ul style="list-style-type: none"> * Maintain non-combustible ground material 2-3 ft around structure (Planting beds, rock gardens, pavers, gravel or bare soil). * Fire resistant plants required (See <i>Fire Resistant Plants for Montana Landscapes and Fire and Your Landscape</i>). * Remove all pine needles & flammable ground materials. * Prune tree limbs & branches within 10 ft of the roof. * Remove tree limbs & branches within 10 ft of chimney. * Use <i>Firewise</i> construction and landscaping concepts in this zone. 	<ul style="list-style-type: none"> * Maintain low combustible ground covers. * Minimize flammable vegetation in this zone provided it: <ul style="list-style-type: none"> - does not touch or overhang the home - are not species that retain dead material or deposit excessive quantities of ground fuel; - And - Is located far enough away from the home so that they will not ignite that home by direct flame contact or radiant heat emission. * Seasonally: <ul style="list-style-type: none"> - Keep roof and rain-gutters clear of needles and leaves. - Store firewood outside the landscape zone during fire season. 	<p>Wildland fire is the #1 threat to the residents of Montana. The goal in this zone is to reduce potential home ignition sources. Action taken in this zone will greatly enhance structure survivability and fire fighter safety.</p>
Zone B – Landscape Zone			
6-30	<ul style="list-style-type: none"> * Maintained lawn or mowed grass (3"-4") * Remove pine needles and flammable ground materials * Prune all trees so the lowest limbs are at least 6-10 ft above the ground. * Min 30 ft between crowns of native trees or "clumps", (max 5 ft trees/clumps). 	<ul style="list-style-type: none"> * Keep lawns watered, (as conditions allow). * Consider planting beds, rock gardens, xeriscaping and fire resistant plants. * Use bedding plants (<18" high). * Consider non flammable landscape material. * If a moderate or high hazard area, consider fire-resistant materials for patio furniture and 	<p>Treatment in this zone will create conditions unfavorable for a crown fire, and transition the wildland fire to a ground fire. Tree spacing is intended to reduce the ability to sustain a crown fire and to provide a radiant heat</p>

	* Maintain 20 ft between planting islands & groups of shrubs.	other accessories around the home. * Keep patio cushions inside the home when not in use during periods of high fire potential.	barrier to the residence.
Zone C – Forest/Wildland Transition Zone			
31-100+	* Mow the grassy fuels annually. * Preferred densities for native trees: - Spacing - 20 ft X 20 ft * Remove all ladder fuels. * Maintain 20 ft between crowns of native trees or “clumps” (max 5 trees/clumps) * 20 ft between planting islands. * Prune native tree limbs 15 feet from ground or 1/3 of live crown, whichever is less.	* Consider a mixture of deciduous and coniferous trees. Most deciduous trees do not support high intensity fires. * Provide added protection with “fuel breaks,” such as driveways, gravel walkways, and lawns. * Provide access through fences for fire apparatus access to your remaining property. * Consider coordination with neighboring properties. * Store firewood and other combustibles in this Zone. * Recommend modifying the fuels to the property line for lots ≤ 2.5 acres.	Treatment in this zone will create conditions unfavorable for a crown fire. Tree spacing is intended to reduce the ability to sustain a crown fire and to provide a radiant heat barrier to the residence.
Zone D – Property Perimeter Buffer			
120+ foot wide buffer around perimeter	* Remove heavy accumulations of woody debris, such as piles of stem wood or branches. * Preferred densities for native trees: - Spacing – 15 X 15 * Remove all ladder fuels. * Maintain 15 ft between crowns of native trees or “clumps” (max 5 tree/clump) * 10 ft between planting islands.	* Prune native tree limbs min 8 – 15 ft from ground or 1/3 of crown, whichever is less. * Coordinate with neighboring properties. * Treat entire perimeter of property.	Consistent application of these treatments will create conditions where a crown fire could be transformed into a ground fire, slowing its rate of spread and creating an opportunity for fire suppression resources to safely respond. This zone starts at the property line and comes in a minimum of 120 ft.

Definitions:

Clumps – Groups of trees where crowns are less than 10 ft apart

Crown – Outer edge of tree or “clumps” of trees

Native trees – Lodgepole Pine, Douglas Fir, Ponderosa Pine, Rocky Mountain Juniper, Spruce, Quaking Aspen

Pine needle removal – rake only down to the decomposing layer to avoid erosion problems

Ladder fuels – vegetation of different heights, close enough to allow a surface fire to spread vertically to the top of a tree

Protection Zone Guidelines – Slopes

As slope increases, the need for larger protection zones increases. This chart indicates the minimum suggested distances from the structure of structures to be protected by the defensible space zones. Each of these distances indicates concentric rings spreading out from Zone A.

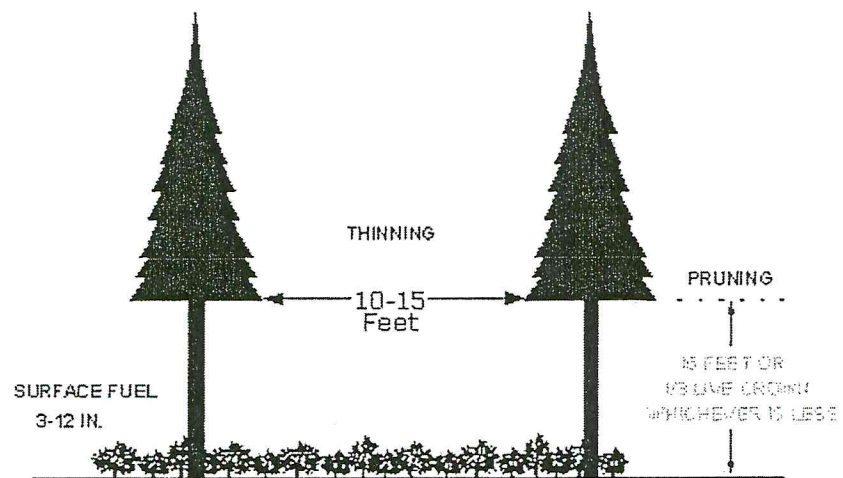
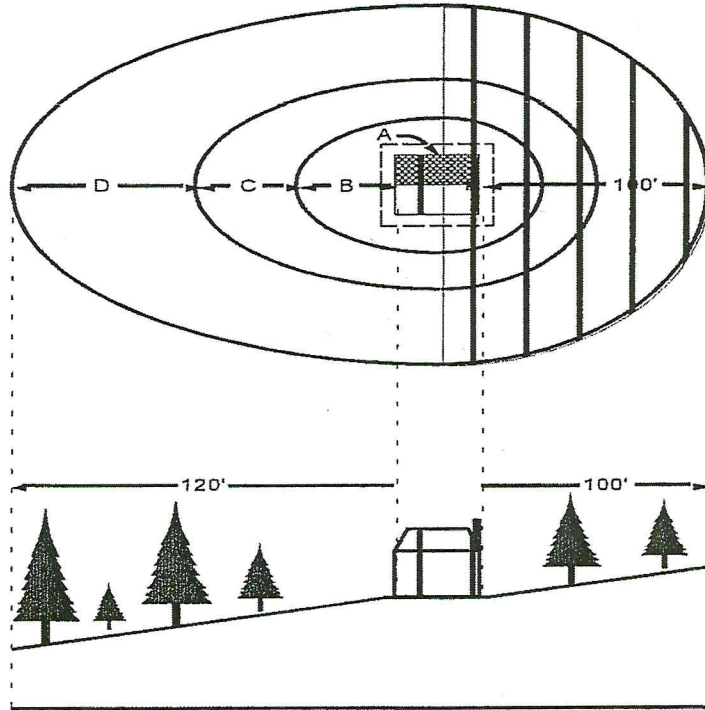
Percent Slope	Zone B Minimum
0-10	10'
10-20	15'
20-30	20'
Percent Slope	Zone C Minimum
0-10	20'
10-20	25'
20-30	30'
Percent Slope	Zone D Minimum
0-10	70'+
10-20	80'+
20-30	100'+

Thinning and Pruning

Thin trees to 10 – 15 feet between crowns.

Prune limbs on all remaining trees to 15 feet or 1/3 of total crown height, whichever is less.

Maintain surface vegetation at 12' or less.



**ORDINANCE TO LIMIT HEIGHT
OF OBJECTS AROUND EUREKA AIRPORT**

AN ORDINANCE RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, AND OTHERWISE REGULATING THE USE OF PROPERTY, IN THE VICINITY OF THE EUREKA AIRPORT BY CREATING THE APPROPRIATE AREAS AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED HEREIN; REFERRING TO THE EUREKA AIRPORT HAZARD AREAS MAP WHICH IS INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A PERMITTING SYSTEM; AND IMPOSING PENALTIES FOR VIOLATION.

This Ordinance is adopted pursuant to the authority conferred by Montana Code Annotated, Title 67, Chapter 5. It is hereby found that an obstruction has the potential for endangering the lives and property of users of the Eureka Airport, and property or occupants of land in its vicinity; that an obstruction may affect existing and future approach minimums of Eureka Airport; and that an obstruction may reduce the size of areas available for landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of Eureka Airport and the public investment therein. Accordingly it is declared:

- (1) that the creation or establishment of an obstruction has the potential of being a public nuisance and may injure the region served by Eureka Airport;
- (2) that it is necessary in the interest of the public health, public safety, and general welfare that the creation or establishment of obstructions that are a hazard to air navigation be prevented; and
- (3) that the prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.

It is further declared that the prevention of the creation or establishment of hazards to air navigation, the elimination, removal, alteration or mitigation of hazards to air navigation, or marking and lighting of obstructions are public purposes for which a political subdivision may raise and expend public funds and acquire land or interests in land.

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, MONTANA, AS FOLLOWS:



SECTION I: SHORT TITLE

This Ordinance shall be known and may be cited as Eureka Airport Hazard Regulation.

SECTION II: DEFINITIONS

As used in this Ordinance, unless the context otherwise requires:

1. AIRPORT - means Eureka Airport.
2. AIRPORT ELEVATION - 2,670 feet above mean sea level, which is the highest point of an airport's useable landing area measured in feet from sea level.
3. APPROACH SURFACE - A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section IV of this Ordinance. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.
4. APPROACH, TRANSITIONAL, HORIZONTAL, AND CONICAL ZONES - These zones are set forth in Section III of this Ordinance.
5. CONICAL SURFACE - A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
6. HAZARD TO AIR NAVIGATION - An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.
7. HEIGHT - For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.
8. HORIZONTAL SURFACE - A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.
9. LARGER THAN UTILITY RUNWAY - A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft.
10. NONCONFORMING USE - Any pre-existing structure, object of natural growth, or use of land, which is inconsistent with the provisions of this Ordinance or an amendment thereto.

11. NONPRECISION INSTRUMENT RUNWAY – A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.
12. OBSTRUCTION - Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section IV of this Ordinance.
13. PERSON - An individual, firm, partnership, corporation, company, association, joint stock association or governmental entity; includes a trustee, a receiver, an assignee, or a similar representative of any of them.
14. PRIMARY SURFACE - A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in Section III of this Ordinance. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
15. RUNWAY - A defined area on an airport prepared for landing and takeoff of aircraft along its length.
16. STRUCTURE - An object, including a mobile object, constructed or installed by man, including but without limitation, buildings, towers, cranes, smokestacks, earth formation, and overhead transmission lines.
17. TRANSITIONAL SURFACES - These surfaces extend outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.
18. TREE - Any object of natural growth.
19. UTILITY RUNWAY - A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less.
20. VISUAL RUNWAY - A runway intended solely for the operation of aircraft using visual approach procedures.

SECTION III: AIRPORT ZONES

In order to carry out the provisions of this Ordinance, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to the Eureka Airport. Such zones are shown on the Eureka Airport Hazard Zones Map consisting of one sheet, prepared by the Lincoln County and dated 3/02, which is attached to this Ordinance and made a part hereof. An area located in more than one (1) of the following zones is considered to be only in the zone with more restrictive height limitation. The various zones are hereby established and defined as follows:

1. Utility Runway Visual Approach Zone - The inner edge of this approach zone coincides with the width of the primary surface and is 250 feet wide. The approach zone expands outward uniformly to a width of 1,250 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
2. Utility Runway Nonprecision Instrument Approach Zone - The inner edge of this approach zone coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 2,000 feet at a horizontal distance 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
3. Runway Larger Than Utility Visual Approach Zone - The inner edge of this approach zone coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 1,500 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
4. Runway Larger Than Utility With A Visibility Minimum Greater Than $\frac{3}{4}$ Mile Nonprecision Instrument Approach Zone - The inner edge of this approach zone coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
5. Transitional Zones - The transitional zones are the areas beneath the transitional surfaces.
6. Horizontal Zone - The horizontal zone is established by swinging arcs from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The radius of arc is:
 - a. 5,000 feet for all runways designated utility or visual
 - b. 10,000 feet for all others

The radius of the arc for each end of the runway shall be the same. The radius used shall be the longest determined for either end. The horizontal zone does not include the approach and transitional zones.

7. Conical Zone - The conical zone is established as the area that commences at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet.

SECTION IV: AIRPORT ZONE HEIGHT LIMITATIONS

Except as otherwise provided in this Ordinance, no structure shall be erected, altered, or maintained, and no tree shall be allowed to grow in any zone created by this Ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

1. Runway Larger Than Utility With A Visibility Minimum Greater Than $\frac{3}{4}$ Mile Nonprecision Instrument Approach Zone – Slopes thirty four (34) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.
2. Transitional Zones - Slope seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of 150 feet above the airport elevation, which is 2,670 feet above, mean sea level. In addition to the foregoing, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending to where they intersect the conical surface.
3. Horizontal Zone - Established at 150 feet above the airport elevation or at a height of 2,820 feet above mean sea level.
4. Conical Zone - slopes 20 feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.
5. Excepted Height Limitations - Nothing in this Ordinance shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree to a height up to 50 feet above the surface of the land.

SECTION V: USE RESTRICTIONS

Notwithstanding any other provisions of this Ordinance, no use may be made of land or water within any zone established by this Ordinance in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff, or maneuvering of aircraft intending to use the airport.

SECTION IV: NONCONFORMING USES

1. Regulations Not Retroactive - The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this Ordinance, or otherwise interfere with the continuance of a nonconforming use. Nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Ordinance, and is diligently prosecuted.
2. Marking and Lighting - Notwithstanding the preceding provision of this Section, the owner of any existing nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the Lincoln County Airport Board to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated, and maintained at the expense of the Lincoln County Airport Board.

SECTION VII: PERMITS

1. Future Uses - Except as specifically provided in a, b, and c hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a permit therefore shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this Ordinance shall be granted.
 - a. In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five feet (75') of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.

- b. In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than seventy-five feet (75') of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.
- c. In the areas lying within the limits of the transition zones beyond the perimeter of the horizontal zone, no permit shall be required for any tree or structure less than seventy-five feet (75') of vertical height above the ground, except when such tree or structure, because of terrain, land contour, or topographic features, would extend above the height limit prescribed for such transition zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure, or growth of any tree in excess of any of the height limits established by this Ordinance except as set forth in Section IV, 5.

- 2. Existing Uses - No permit shall be granted that would allow the establishment or creation of an obstruction or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this Ordinance or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted. A building or other structure existing on February 7, 1939, that does not conform to the height regulations of this ordinance is subject to acquisition by the governmental entity owning or operating this airport.
- 3. Nonconforming Uses Abandoned or Destroyed - Whenever Lincoln County determines that a nonconforming tree or structure has been abandoned or more than 80 percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.
- 5. Obstruction Marking and Lighting - Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this Ordinance and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to install, operate, and maintain, at the owner's expense, such markings and lights as may be necessary. If deemed proper by Lincoln County, this condition may be modified to require the owner to permit the Lincoln County Airport Board at its own expense, to install, operate, and maintain the necessary markings and lights.

SECTION VIII: ENFORCEMENT

It shall be the duty of the Lincoln County, to administer and enforce the regulations prescribed herein. Applications for permits shall be made to Lincoln County upon a form published for that purpose. Applications required by this Ordinance to be submitted to the Lincoln County, shall be promptly considered and granted or denied. This ordinance must be enforced in either a court of law or of equity in the state of Montana having jurisdiction of the action. Cases must be instituted in the name of Lincoln County. An action may be brought to prevent the erection, construction, or maintenance of buildings or other structures or parts of buildings or structures as may exceed the height limits fixed by this ordinance or to restrain, correct, or abate any violation and to prevent the occupancy and use of any part of a building or structure erected in violation of this ordinance or the state statute on which it is based.

SECTION IX: PENALTY

Any person or firm or corporation violating any of the provisions of this ordinance or the state statute on which it is based shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than \$500 or by imprisonment for a period of not more than 6 months or by both such fine and imprisonment. Each such person, firm, or corporation shall be deemed guilty of a separate offense for every day during any portion of which any violation of this ordinance or the state statute on which it is based is committed, continued, or permitted by such person, firm, or corporation and shall be punishable as provided by such law.

SECTION XIII: CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail. However, no permit may be issued in violation of this ordinance or the state statute in which it is based and any permit which is issued in violation of this law is void. In situations where any regulation contained herein conflicts with a specific federal law or regulation regarding aviation or aviation safety, the federal law or regulation shall govern.

SECTION XIV: SEVERABILITY

If any of the provisions of this Ordinance or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION XV: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage by Lincoln County and publication and posting as required by law. Adopted by the Lincoln County Commissioners this 12 day of Feb 2003.

LINCOLN COUNTY COMMISSIONERS

John Koyne
Pete G. Mindom
Marianne B. Poose

ATTEST:

Coral M. Cummings
Clerk and Recorder

Adopted by the Lincoln County Commissioners this 12 day of Feb. 2003.

Coral M. Cummings
County Clerk

EUREKA AIRPORT HAZARD AREAS MAP

