

Woody Mountain Court

A Residential Community

**Conditions, Rules, Regulations
&
Restrictions
(C&R's)**

Woody Mountain Court

Conditions, Rules, Regulations & Restrictions (C&R's)

Index

	<u>PAGE</u>
Purpose of the C&R's -----	1
<u>ARTICLES</u>	
I. General Information -----	2
II. Manufactured Home Lot Services & Tenant Responsibilities-----	2 - 6
1. Electric & Natural Gas -----	2
2. Telephone, Internet, and Cable Television-----	3
3. U.S. Mail -----	3
4. Garbage / Refuse -----	3
5. Water -----	4
6. Sewer -----	5
7. Shut Off Valves -----	6
8. Utility Service Interruptions -----	6
9. Electrical Service Connection -----	6
10. Utility Connection Safety & Responsibility -----	6
III. Installation or Removal of Home & Architectural Standards -----	6 - 11
1. Installation or Removal of Manufactured Home -----	6
2. Architectural Standards for Homes & Amenities -----	6
a. All Homes Must -----	7
b. Fencing -----	7
c. Skirting -----	7
d. Wood Burning Stoves -----	7
e. Lot Numbers & Addresses -----	7
f. Newspaper Receptacles -----	8
g. Septic Line Clean Out -----	8
h. Wiring & Plumbing -----	8
i. Towing Hitches -----	8
j. Windows -----	8
k. Home Installers and Set-up Personnel -----	8
l. Home Placement on the Lot -----	8
m. Stairs & Decking -----	8
n. Garages & Carports -----	9
o. Landscaping -----	9 - 10

3.	Accessory Structures & Equipment -----	10
a.	Installation of Accessories -----	10
b.	Heating & Cooling Systems -----	10
c.	Exterior Antennas -----	10
d.	Permanent Flag Poles -----	11
e.	Storage Units -----	11
IV.	General Maintenance & Improvements of Manufactured Home Lot -----	11 - 12
1.	Storage -----	11
2.	Outdoor Appliances & Barbecues -----	11
3.	Outdoor Furniture -----	11
4.	Clotheslines -----	11
5.	Dangerous Materials -----	12
6.	Good Repair -----	12
7.	Exterior Painting -----	12
8.	Home Site Damage -----	12
9.	Driveway, Sidewalks, & Street Area -----	12
10.	Snow Removal -----	12
11.	Utility Panels, Outlets, & Valves -----	12
V.	Pets -----	13 - 14
1.	Pet Approval -----	13
2.	Number of Pets -----	13
3.	Management Consent -----	13
4.	Pet Housing -----	13
5.	Indoors Only & Leash Rule -----	13
6.	Pet Complaints -----	13
7.	Pet Feces -----	13
8.	Nuisance Pets -----	14
VI.	Lot Care, Mowing, & inspections -----	14 - 15
1.	Mowing & Trimming -----	14
2.	Vermin -----	14
3.	Designated Roadways -----	14
4.	Water Inspector -----	15
5.	Emergency Inspections -----	15
6.	Management Access & Inspection -----	15
7.	Management Access (Delivery of Notices) -----	15
VII.	Vehicles & Parking -----	16 - 17
1.	Designated Parking Area -----	15
2.	Guest Parking -----	15
3.	Vehicle Registration & General Rules -----	16 - 17
VIII.	Tenant & Guest Conduct & General Park Rules -----	17 - 19
1.	Conduct -----	17
2.	Curfew -----	17
3.	Children Conduct -----	18
4.	Solicitation in the Park -----	18
5.	Shop Work and Cottage Industries -----	18

6. Vandalism -----	18
7. Weapons -----	18
8. Fireworks -----	18
9. Recreation -----	18
10. Fires -----	18
11. Landlord Lot Access -----	18
12. Missoula County Codes -----	19
IX. Emergencies, & Amendments to the C&R's -----	19
1. Emergencies -----	19
2. Amendments to the C&R's -----	19
X. Rights, Remedies, & Severability -----	19
XI. Addendums -----	20-21
1. Agricultural Operations -----	20
2. Fire Suppression Water Source -----	20
3. Living with Wildlife -----	20-21
SIGNATURE PAGE -----	22
EXHIBIT A	
Missoula County Weed District Management Plan -----	23-28

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Conditions, Rules, Regulations & Restrictions (C&Rs) November 1, 2021

Woody Mountain Court (WMC) is a community of lots, which will be rented to tenants who own manufactured homes on the lots.

WMC is managed in accordance with the Montana Residential Landlord and Tenant Act of 1977.

The Management of WMC has adopted the following Conditions, Rules, Regulations, and Restrictions, hereinafter “**C&R’s**”, for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting the WMC. Furthermore, the C&R’s have been established to help create a safe and secure environment wherein the residents can take pride in their community. Since the management of WMC operates under the laws of Montana State and under the ordinances, regulations, and codes of Missoula County, changes in any of the above may require changes in these C&R’s. Further, the management of WMC reserves the right, after written notice, to make necessary changes to the following C&R’s at its sole discretion. The C&Rs are binding upon all Tenants and their guests.

**ARTICLE I
General Information**

Woody Mountain Court is managed by:

**Greil Enterprises, LLP
6205 Pine Grove Lane
Missoula, MT 59802**

Daytime Phone, 8:00am to 5:00pm: (406) 239-5108 Bob Greil
(406) 240-5108 Tom Greil

Evening & Weekend Phone: (406) 258-6273 Bob & Marlene Greil
(406) 258-6326 Tom & Mary Greil

Office hours are from 8:00am to 5:00pm, Mondays through Fridays. A Park Manager should be available to help you during the above hours, and it is requested that all ordinary business be conducted during the regular office hours. If it is impossible to meet with a Park Manager at these times, please arrange a meeting by appointment. In the event of an emergency, contact one of the Park Managers by calling one of the above numbers.

**ARTICLE II
Manufactured Home Lot Services
And Tenant Responsibilities**

Each lot at WMC is provided with certain service hookups. Each lot at WMC is encumbered by easements that allow authorized representatives from their respective service companies and the management of WMC to enter the manufactured home lot for the purpose of operating, maintaining, modifying, connecting or disconnecting a particular service.

The following is a description of each service provided to the Tenant of WMC.

- 1. Electric and Natural Gas:** Northwestern Energy Company provides these services. Tenants are solely responsible for making arrangements with the energy company for connecting and disconnecting their manufactured homes to these services. Connection to the electrical service is mandatory. Tenants are solely responsible for any and all fees and costs related to these services. Tenants may only heat their manufactured home using electric, or natural gas systems. All other forms of heating such as propane, wood, and oil will be strictly prohibited.

2. **Telephone, Internet, & Cable Television:** Charter Communications (Spectrum) provides these services. Park Tenants are solely responsible for connection, disconnection, and any and all fees and charges related to these services. **(TELEPHONE NUMBERS AND EMAIL LISTINGS SHOULD BE GIVEN TO MANAGEMENT SINCE MOST NOTIFICATIONS FROM MANAGEMENT TO TENANTS WILL BE SENT OUT VIA THESE CHANNELS.) Please Note: Aerials and Antennas for television and or am/fm radios will not be permitted. No C. B. or hand radio equipment can be operated in such a manner as to interfere with television reception of other tenants. Satellite dishes and their proposed mounting locations MUST be approved in writing by Park Management prior to installation.**

3. **U.S. Mail:** Mail service is through the U.S. Postal Service. Individual mail boxes will be provided for each manufactured home lot within WMC. In the event that you receive your mail elsewhere, like at a Post Office Box, please check your assigned mailbox periodically to remove any accumulation of circulars. **(ADDITIONALLY, LET MANAGEMENT KNOW YOUR POST OFFICE BOX ADDRESS SO ANY MAILED NOTIFICATIONS FROM MANAGEMENT CAN REACH YOU.)**

4. **Garbage / Refuse:** Provided by the Republic Services, the cost of which is included in the rent payment. The garbage service is provided for the removal of the Tenant's household refuse **only**. Trash receptacles are located in the park for Tenant's convenience. To avoid animal, insect, or odor problems, **use only plastic trash bags**, which can be **securely closed** when discarding all garbage. When trash receptacles are full, **do not overload them**. There is an extra charge if garbage has been heaped high enough to keep the dumpster doors from closing. This extra charge will be passed on to the tenants if it is incurred. After discarding your trash, **close the lid**. Lids should be closed at all times. Boxes should be flattened unless they are full. These receptacles are for use by Tenants only for the disposal of household trash. Do **not** use them to dispose of commercial refuse. At no time shall trash, garbage, or other refuse be left outside of the container. Furniture, building materials, tires, or other non-household garbage may **not** be placed in the trash receptacles. Tenants are responsible for disposal of these items outside of and away from the Park. **Pet feces** may only be put in the garbage after they have been placed in a separate disposal container such as a plastic bag or sack. Tenant shall be responsible for disposing of any environmentally sensitive waste in compliance with federal, state and local law. Tenant shall not dispose of any waste within or upon the manufactured home lot or anywhere else in WMC except in the above mentioned receptacles. **PLEASE NOTE:** *Republic Services will **not** pick-up, water heaters, large appliances, or furniture from dumpsters. Contact Republic Services directly for disposal directions for these items.*

5. **Water:** Water is provided in WMC by the Management. The Tenant shall be responsible for maintenance to the water line from the manufactured home to the WMC water line riser located under the manufactured home. All water lines must be heat taped and insulated from the point where the water line is exposed as it leaves the ground to where it enters the Tenant's manufactured home. Failure of the Tenant to perform this winterizing maintenance could lead to extensive and expensive damage to the water system. Any cost to repair any damage to the WMC water lines due to neglect by the Tenant of improperly winterizing water lines will be bore solely by the Tenant. Tenant shall periodically check the heat tape to ensure that it is plugged in and is in good working order. Water shall **not** be left running, in lieu of, or in conjunction with, the use of properly operating heat tape. **(Please note: allowing water in your manufactured home to run overnight or continuously during the day will saturate and ruin the drain field. Since septic systems are shared, your neighbors will also experience the consequence of this action.)** Management is not responsible for thawing frozen water lines above, or below ground level, and any damage resulting there from. It is recommended that the Tenant have the water lines serviced and winterized by a professional service. Management requires that the Tenant winterize all waterlines as outlined above, by October 15th of each year.

Tenants may irrigate their lots between May 1st and October 1st of each year according to the following schedule:

- Odd numbered lots water on odd numbered days.
- Even numbered lots water on even numbered days.

During the following hours:

- * Mornings 6:00am -- 11:00am
- * Evenings 5:00pm – 10:00pm
- * **NO OVERNIGHT WATERING**

These watering hours may fluctuate depending on any applicable state or local watering regulations. Tenant shall be solely responsible for compliance with all governmental entities which may impose watering regulations in addition to those of Management.

No open watering hoses will be allowed.

6. **Sewer:** Sewer is provided in WMC by the management and the cost is included in Tenant's rent payment. All manufactured homes in WMC are on their own individual septic line. This line is not shared with any other Tenant. The individual septic line is connected to a larger shared septic main line. The Tenant is solely responsible for his/her individual septic line. If any debris blocks the Tenant's individual septic line, the Tenant shall be responsible for the cost of removal of the blockage and the cost of any damages caused to the Tenant's manufactured home and/or the Park's septic line or property. Moreover, the Tenant is hereby put on notice that continuous and excessive running of water in the Tenant's manufactured home can damage or destroy the WMC septic system. If Management determines that the Tenant's Manufactured Home has continuous and excessive running water, the Management shall give the Tenant written notice of this problem. Upon service of this notice, the Tenant shall have 24 hours to remedy the problem with the running water. If the Tenant fails to remedy the problem with the running water within said 24 hour period, the Management may turn off the water to the Tenant's manufactured home to mitigate any additional damage to the WMC septic system.

Garbage Disposals and Soft Water Systems are NOT allowed in WMC. The particulate produced by garbage disposals will ruin the sanitary septic system as will the salt used in soft water systems. Certain items are extremely detrimental to the proper functioning of a septic system and are therefore banned from being disposed of in the septic system. Ban substances include but may not be limited to the following:

- **paint**
- **solvents**
- **fuel**
- **oil**
- **sanitary napkins**
- **tampons**
- **condoms**
- **disposable diapers**
- **egg shells**
- **animal bones**
- **excessive animal fats**
- **organic or industrial greases**

It is recommended that biodegradable detergents and toilet paper (non-dyed) be used. Bleach is also hard on septic systems, so **please** use it in moderation.

Remember, your continued and uninterrupted use of the septic system, due to a lack of breakdowns, is dependent upon the degree in which you and your neighbors follow the above rules and recommendations.

7. **Shut off Valves:** All Tenants are required to install safety/shut off valves in their homes or on their hot water heaters. In the event of emergency water shut-off, the Park management will not be responsible for damages to Tenant's home, including the water heater.
8. **Utility Service Interruptions:** The Management reserves the right to disconnect utilities in order that repairs, alteration or additions may be made.
9. **Electrical Service Connection:** Tampering with Park fuses, electrical service connections and other park utility connections is strictly forbidden. The resident manager should be immediately informed of the malfunction of this equipment which will be referred to the appropriate utility company.
10. **Utility Connection Safety and Responsibility:** Do not tamper with the Park utility connections. All connections from Tenant's manufactured home to the Park connections must be made by a licensed contractor conforming to state and local codes. Tenant is responsible for connections to his/her manufactured home including all service lines and hardware starting at and including the Park utility connection for the Tenant's home to and throughout the Tenant's home.

ARTICLE III
Installation or Removal of Manufactured Home,
And Architectural Standards

1. **Installation or Removal of Manufactured Home:** The Tenant shall give the Management written notice at least **seventy-two (72) hours** prior to a manufactured home being removed from or installed at WMC.

The Management may supervise the installation or removal of any manufactured home in or from WMC and may give the Tenant reasonable instructions on the installation or removal to ensure that other Tenants' property and that of the Landlords are properly safeguarded.

The manufactured home lot shall be left clean and neat and free from all debris. Before the Tenant leaves, the Tenant shall furnish a forwarding address, in writing, to the Park Management. Tenant shall not be considered to have vacated the manufactured home lot until all of Tenant's items are removed and the lot is left in a clean and neat condition, as it was found before Tenant rented said lot.

2. **Architectural Standards for Manufactured Homes and Amenities:** To insure architectural compatibility within the Park, all homes entering into WMC must have prior **written** approval by the Management in addition to meeting the following conditions. Management reserves the right to modify or change any of the following conditions on a case by case basis.

- a. **All homes must:**
- Be a minimum of 24 feet in width.
 - Be either 5 (five) years of age or newer at the date the Rental Agreement is signed by the Tenant or pre-approved in writing by the management.
 - Have pre-approved wood, wood-like (e.g. Masonite or like), or vinyl siding or combinations thereof. Vinyl siding must be guaranteed against warping, splitting, or shrinking.
 - Have their siding colored in soft pastel earth tones with complimentary trim. No bright and/or glossy paints or colors such as purples, reds, etc.
 - Have non-glare composition asphalt shingles. Shingle colors are limited to white, gray, brown, or black.
 - Have a 3/12 or steeper roof pitch, or in the case of three section homes, a peak height of no less than four feet above the sidewalls.
 - Have eight inch or wider eaves.
 - Rain gutters, down spouts, and diverters attached to any horizontal eave. Gutter colors must match the colors of the home (no metallic or galvanized colors are allowed).
- b. **Fencing:** There shall be **no fencing** of any kind allowed on a Tenant's Lot unless allowed so by law.
- c. **Skirting:** Tenant shall have his/her manufactured home skirted within thirty (30) days of entering WMC. Skirting panels must be of commercial metal or vinyl construction. Skirting color shall match the trim color of the manufactured home. Skirting panels must be neatly fitted and vented and shall not be greater than thirty-six (36) inches high at any point around the manufactured home. As a minimum, one access door in the skirting, at least four (4) feet wide, must be installed close to the septic clean out and the water shut off valve to allow easy access under the manufactured home.
- d. **Wood, Pellet, and Propane Stoves and/or Fireplaces** are not allowed in WMC. Natural gas stoves and/or fireplaces are allowed but must meet emission requirements and require an installation permit from Missoula County Public Works.
- e. **Lot Numbers and Addresses:** Each Manufactured Home Lot will be assigned a Lot Number and street address. Each manufactured home shall have its street address clearly visible from the street, with permanently affixed numbers at a height of at least six (6) feet that are at least three and one half (3 ½) inches tall. The manufactured home address numbers must be facing the street.

- f. **Newspaper Receptacles:** Newspaper receptacles are not allowed in the park.
- g. **Septic Line Clean Out:** Tenant's home, upon connection to the Park septic system, must have a septic line clean out "Y" or "T" installed to facilitate the cleaning of the septic line under the home in case it would plug. The skirting access door should be located near this clean out port to facilitate access.
- h. **Wiring and Plumbing:** All wiring and plumbing must comply with appropriate federal, state, and local requirements. Prior permission to alter existing Park wiring or plumbing must be obtained in writing from the Management. The Tenant must return all changes to wiring and plumbing back to their original condition at the time of Tenant's Rental Agreement termination.
- i. **Towing Hitches:** All trailer towing hitches must be removed immediately after the home is placed on the lot, stored under the home or removed from the Park.
- j. **Windows:** No foil, Styrofoam, cardboard, wood, etc., is permitted in the windows of the manufactured home.
- k. **Home Installers and Set-up Personnel:** Only professional Manufactured Home installers and set-up personnel will be allowed to install, or set-up a manufactured home in the Park. Any alternative set-ups, such as permanent foundations, must be pre-approved in writing by the Management.
- l. **Home Placement on the Lot:** Placement of the homes is subject to all applicable state and local codes, regulations, and requirements, and must receive prior written approval of the Management.
- m. **Stairs and Decking:** All Manufactured Homes must have installed at their front entrance, as a minimum, a wooden 96 square foot deck with stairs and railings. All other exits must have a minimum of a 4 x 4 foot landing at the top of the stairs with proper rails and steps installed in a professional manner and in accordance with all applicable local, county, and state codes and regulations. All deck wood must be stained or painted to match the home colors within 10 days of installation, weather conditions allowing.

- n. **Garages and Carports:** Pole barn garages or carports, under the terms of this rental agreement, are allowed in WMC with prior written permission of the management. They must be attached to the Tenant's Manufactured Home, be manufactured from similar materials as the home, meet all local building code guidelines, and be painted and trimmed to match the home. In the instances where the carports or garages are away from the parking spaces provided by WMC, the Tenant shall be responsible to lengthen the driveway from the parking spaces to the carport or garage. This driveway must be paved with asphalt. The floor of the carport or garage must also be paved with asphalt or cement. **Cement wall foundations are not allowed.** For safety reasons, tenants shall allow WMC management to inspect the inside of enclosed garages or carports upon management's request.

- o. **Landscaping:** Tenant shall be responsible to maintain the existing landscaping of his/her entire lot. If the Tenant wishes to do additional landscaping to his/her lot, he/she may do so with prior written approval of the management. Tenant must submit a drawing detailing the desired landscaping to the management **prior** to doing the landscaping. The management will either approve or disapprove the plan or suggest any changes to the plan. All permanent landscaping improvements made to the space, as provided by this agreement shall, upon termination of the tenancy, become the property of the Landlord and remain a part of the Lot they are located on.

A departing Tenant must have Management's approval prior to removing any plant. Upon the rental of the Manufactured Home Lot, any and all existing landscaping then becomes the responsibility of the Tenant to arrange, remove, or reshape to their landscape plan which has been submitted in writing and approved. The Tenant will assume the maintenance of the landscaping at the time of possession of the Lot.

The following is a general list of landscaping standards for the manufactured home lots in WMC:

1. Written Management approval is required prior to making any additions to the landscape that requires significant soil penetrations, such as an underground sprinkling system or tree planting. Upon written approval, each applicant may be required to contact each service company to request a service location. This includes, but may not be limited to, Gas and Electric, Water and Sewer, and Telephone and TV Cable companies.
2. The use of manure and/or odorous chemical fertilizers is not allowed.
3. Management's written approval is required prior to the use of any outside decor item. This includes but is not limited to waterfalls, windmills, birdhouses, and statuary.

4. Written Management approval is required prior to the selection and placement of any trees other than those placed by the Park.
5. Well-kept flowers, shrubs and lawns are encouraged. Small, neat, and weed-less vegetable and fruit gardens are permitted if located in the rear or side of the Tenant's home and kept in a well maintained condition.
6. Tenant is not allowed to alter the drainage pattern or grading of any WMC Lot site
7. Allowing water to run and flow into neighboring lots and onto the streets is prohibited.
8. **Chopping, cutting, or trimming of the existing trees or shrubbery in the Park is strictly prohibited.** The Tenant must notify the Management immediately if there is a need for removal of a dead or dying tree or limbs.

3. Accessory Structures and Equipment:

- a. **Installation of Accessories:** Written Management approval is required prior to any new modification to the manufactured home or the installation or modification of any accessory structure. Such modifications include, but are not limited to, equipment installation which is connected to any service. To receive written approval, the Tenant must submit a written plan describing the accessory or equipment and its intended use. All installations and/or alterations must meet all federal, state, and local requirements.
- b. **Heating & Cooling Systems:** Written Management approval is required prior to the installation or replacement of any heating or cooling system. As a minimum to receiving written approval, the equipment must:
 1. be in good working order;
 2. run quietly enough to not disturb the other residents WMC;
 3. be compatible with the electrical output requirements of the Park.
 4. allow for condensation accumulation from air conditioners to be piped away from the home and not be allowed to drain under the home.
- c. **Exterior antennas** are not permitted.

- d. **Permanent Flag Poles** are not permitted. Temporary flag poles four (4) feet or less in length will be permitted to be placed on a Tenant's home for occasions associated with display of the United States flag. The displaying of flags, other than the United States Flag, is strictly prohibited. Any other flag, especially those that are considered to be of a political nature or offensive in manor, idea, or depiction are prohibited. The temporary displaying of sanctioned and recognized sports organizations or teams is allowed but in a limited and infrequent manor. If you are unsure if your flag is allowed, ask management for clarification first.

- e. **Storage Units:** One (1) storage unit (barn or hip-roof stile only) per manufactured home lot is allowed in WMC. The color of the storage unit main body and trim must match that of the Tenant's Manufactured Home. Its dimensions shall not exceed twelve (12) feet in width, twelve (12) feet in length, and eight (8) feet in height. The storage unit placement on the Lot must be in the rear of and next to the Tenant's home and must be pre-approved in writing by the Management.

ARTICLE IV
General Maintenance & Improvements
Of Manufactured Home Lot

1. **Storage:** Storage of items outside of the Tenant's home is prohibited. All household furniture, appliances, auto parts, bicycles, lawnmowers, or any other items, shall be stored either in an approved storage unit or out of sight underneath the manufactured home. Storage of materials on or beneath decks and porches is prohibited. Toys, bicycles, equipment and other items, must be stored consistent with this provision when not in use.

2. **Outdoor Appliances and Barbecues:** No appliances are permitted outside of the Tenant's manufactured home except barbecues.

3. **Outdoor Furniture:** The use of any furniture outside of the Tenant's home, other than outdoor furniture that is designed as such, is prohibited. No overstuffed furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, etc., are allowed outside the manufactured home.

4. **Clotheslines:** Clothes lines and/or clothes line poles are not allowed. Articles of clothing, linens, rugs, etc., are not allowed to be draped over the deck/porch railings or left outside the Tenant's manufactured home.

5. **Dangerous Materials:** No fuel, oil, or other materials of flammable or explosive nature will be stored in any manufactured home or on any Lot. However, a maximum of one gallon of gasoline, for the use of lawn maintenance equipment, maybe stored in a tenant's storage shed. The possession of any materials that present a threat to the health and safety of other Tenants is prohibited.
6. **Good Repair:** Tenant shall be responsible for maintaining and keeping clean and in good repair the exterior of the manufactured home as well as all accessory structures such as decks, steps, and storage buildings at all times. All wooden structures such as decks, hand railings, storage buildings, etc., shall be stained or painted as necessary to prevent their visual and/or physical deterioration.
7. **Exterior Painting:** It is the responsibility of each Tenant to maintain the appearance of his/her home. Written Management approval is required prior to any exterior painting of Tenant's home. Only licensed and bonded paint contractors will be allowed to spray paint Tenant's home. Each Tenant is responsible to the other Tenants for any damage done as a result of paint over-spray as well as for any other damage resulting from the process of maintaining their homes.
8. **Home Site Damage:** Any and all damage to the home, and any other accessory shall be repaired or replaced by the Tenant within thirty (30) days from the time that the damage is noticed or as soon as practical.
9. **Driveway, Sidewalks, and Street Area:** Tenant shall keep driveways, sidewalks, and adjacent street areas free from debris and their respective surfaces in a clean and neat condition at all times. If wood chips, bark, rocks, or pebbles are used as part of the landscaping, Tenant shall not permit such ground cover to spread or otherwise disburse into the street, sidewalk or driveway and must remove and clean up such ground cover from the street, sidewalk, or driveway immediately.
10. **Snow Removal:** Road access will be maintained by the property management to all home lots in all weather conditions. Tenant is responsible for removal of snow and ice from his/her parking pads and sidewalks to insure that they are maintained in a safe condition. Management will remove snow from all streets and driving lanes in WMC as soon as is practicable. It is recommended that the Tenants keep all landscaping decorations well back from the edge of the streets to keep them from becoming damaged. The Landlord will not be responsible for any damage to Tenant's property that is in the way of snow removal operations
11. **Utility Panels, Outlets, and Valves:** Utility panels, outlets and valves must be accessible at all times. No hookups or alterations to these shall be made by the Tenant.

ARTICLE V
Pets

- 1. Pet Approval:** For a pet to be approved, a Tenant must make application to the Park Management which includes, but is not limited to, completing a pet agreement, providing proof that the pet has all required shots and spayed if female and neutered if male, that it has been properly registered and has received tags from the appropriate authorities. Approval to have a pet is at the sole discretion of the Management and any pet license requirements shall be provided immediately to the Management.
- 2. Number of Pets:** Tenant shall have no more than **two (2) indoor pets** consisting of dogs and/or cats, whose adult weights shall not exceed twenty-five (25) pounds each. All pets must be domestic in nature (no wild animals or reptiles), and all must be approved, including acceptations to the rules, in writing by the Management.
- 3. Management Consent:** No pet shall be brought on the premises, **EVEN TEMPORARILY** without the prior written consent of the Management. The unauthorized presence of a pet may result in the Tenant's forfeiture of privilege to own a pet while a tenant at WMC. Guests of Tenants may not bring pets into the Park without prior written permission from Management.
- 4. Pet Housing:** No exterior pet housing of any kind is permitted anywhere in the Park.
- 5. Indoors only and Leash Rule:** Pets shall not be permitted outside the Tenant's home unless with their owner and on a leash or the pets will be considered at large. Pets found at large will be picked up by animal control, and will not be allowed back in the Park. All pets must be on a leash at all times, except when in the Tenant's home or vehicle.
- 6. Pet Complaints:** All Tenants will be allowed **only one complaint** on their pet, and upon management receiving a second complaint, the Tenant shall be required to remove the pet from WMC.
- 7. Pet Feces:** No area within the park, except the Tenant's own yard should be used for a pet to relieve itself. Any excrement left by a pet, whether in or out of the Tenant's yard, must be picked up immediately and disposed of by the Tenant by placing the feces in a sealed plastic bag or container and placing in the trash receptacle. No pet being walked is allowed in another Tenant's Lot or in the Common areas of the Park.

- 8. Nuisance Pets:** Pets will not be allowed to cause any disturbance which will annoy other tenants. If a pet causes any disturbance, annoyance or harassment, such as barking, growling, howling or any other unusual noise or damage which will annoy or cause harm to a neighbor, permission to keep the pet will be revoked. Pets exhibiting aggressive behavior, such as biting or attempting to bite any human being or which harasses, chases, bites or attempts to bite, are considered vicious pets, a safety hazard and nuisance and will be required to be immediately removed from WMC.

ARTICLE VI
Lot Care, Mowing, & Inspection

- 1. Mowing and Trimming:** Tenant shall mow and trim their lawn on a **WEEKLY BASIS** during the growing season (March to November or weather permitting). Lawn clippings will be bagged and/or placed in the designated areas and/or garbage receptacles identified by management. Tenant will be notified, in writing by the Park Management, if his/her lawn needs mowing and will have forty-eight hours to comply. If the lawn has not been mowed by the Tenant after such notification, Management will have the lawn mowed and will charge the Tenant thus. Lawn shall be watered and fertilized when necessary to maintain a green, well-groomed appearance. Tenant will trim, water, eliminate weed growth, and care and control the growth of all plants and shrubs in his/her lot to preserve the appearance of the Lot and to avoid fire or other health and safety hazards. It will be Tenant's duty to immediately remove any hazard created by plants or weeds, or excessive grass growth. If the Tenant plans to be away from his/her home for an extended period of time, it is the Tenant's responsibility to see to it that arrangements are made to assure that proper maintenance of Tenant's lawn and lot shall occur during Tenant's absence.
- 2. Vermin:** The Tenant's Manufactured Home Lot, buildings and structures must be maintained so as to discourage insects, rodents, and other vermin from harboring in and around these areas. The accumulations of litter, rubbish, debris, brush, weeds and grass must be controlled to prevent harborage of noxious insects, rodents and other vermin. It is the responsibility of the Tenant to remove, or have removed, these vermin if they are infesting their lot.
- 3. Designated Roadways:** Vehicles and/or trailers are not allowed on the lawn or in the yard or on the sidewalks, off of the designated parking spaces or driveways and streets.

4. **Water Inspector:** From time to time, the Management is required, **by law**, to have water samples taken from inside the Tenant's home. For this purpose, the Management has employed the services of a licensed water testing agent. When these tests are required, the Management will present a twenty-four (24) hour advanced notification to the Tenant that the testing agent will be collecting these samples. Management requests that the Tenant, please, cooperate with the collection of the water samples as they are necessary.
5. **Emergency Inspections:** As may be authorized by law, Park Management, health inspectors, fire inspectors or any other governmental agency dealing with health and safety may enter the manufactured home without consent of the Tenant in the case of an emergency. The Management recommends that the manufactured home conform to all health, safety and fire regulations and contain at least one operable smoke detector at all times.
6. **Management Access and Inspection:** The Management may enter and inspect Tenant's Lot during the first three (3) business days of the first full week of every month between the hours of 8:00A.M. and 5:00P.M., to perform routine inspections of the premises. **THIS IS NOTIFICATION PURSUANT TO MCA 70-24-312 OF THE MANAGEMENT'S INTENT TO ENTER THE MANUFACTURED HOME LOT AT THOSE TIMES FOR THOSE PURPOSES.** Management may also enter the Manufactured Home Lot at any time in the event of an emergency as provided in MCA 70-24-312 (2). The Managements's access requirement and routine inspections does not mean, and shall not be construed as imposing any requirement on the Management to perform any maintenance or make any repairs which are otherwise the Tenant's responsibility.
7. **Management Access (Delivery of Notices):** Management shall have the right to enter the Manufactured Home Lot, at reasonable times, for the sole purpose of posting or hand delivering notices called for in this agreement, applicable rules or applicable law.

ARTICLE VII
Vehicles and Parking

- 1. Designated Parking Area:** Each Manufactured Home Lot has two (2) parking spaces for the Tenant's vehicles. Only the Tenant's vehicles that comply with the rental agreement shall be parked in the designated parking spaces. Tenant may not store, temporarily or otherwise, anyone else's vehicles at the Tenant's Lot. The designated parking spaces shall be used exclusively for parking the Tenant's own operable, licensed, registered vehicles and shall not be used for vehicle washing or vehicle repair. **Tenant and guest vehicles are prohibited from parking on or along side the paved surface and shoulder of "Woody Mountain Drive" street.** The tenant is allowed to have up to four (4) registered vehicles in WMC, but must gravel and pave the additional area required for his/her vehicles. The location and design of this additional parking shall be pre-approved in writing by the management.

- 2. Guest Parking:** Only guests of the Tenant, or delivery vehicles, may parallel park on the street or the shoulder for short durations of no longer than forty-eight (48) hours.

- 3. Vehicle Registration and General Rules:** The following rules apply for Tenant's vehicles in WMC:
 - a. Tenants are not allowed to park any more than 4 (four) vehicles, that have been registered with the management, in WMC at any one time.

 - b. Tenants shall register their vehicles with the WMC office.

 - c. Tenant's vehicles shall be licensed, insured and operable pursuant to all Montana Motor Vehicle Laws.

 - d. No inoperable, unlicensed, unregistered or junk vehicles will be allowed. The vehicles must be well kept, neat, and clean in appearance, and not display fluid leaks.

 - e. When Tenant sells or removes a vehicle from the Park, the Tenant shall notify the Park Management and register any replacement vehicle.

 - f. The maximum speed limit within WNC is fifteen (15) miles per hour. All state and local traffic laws apply to vehicular traffic of all kinds.

 - g. All vehicles must only be driven or ridden on approved surfaces.

 - h. WMC Tenants may not perform repairs upon vehicles, boats, or trailers within the Park.

- i. There shall be no outdoor storing or parking of a boat, camper, camper shell, trailer, fifth wheel, RV, or motor home on a Tenant's lot.
- j. Motorcycle moto-cross or dirt bikes, go-carts, three wheelers, snowmobiles and/or any other recreational or utility vehicles shall not be driven within WMC. Touring style motorcycles are allowed.
- k. No large trucks (1 ½ ton and larger) semi-trailers or heavy equipment are allowed in WMC unless first approved by the Management.
- l. Only street legal vehicles may be operated within the Park.
- m. All vehicles shall be properly mufflered. Vehicles displaying excessive noise will not be allowed in the Park until their noise problem is fixed.
- n. No underage or unlicensed drivers will operate any motorized vehicle within the Park.
- o. All vehicles in the Park must be operated in accordance with the rules of the road and the Laws of the State of Montana.

**ARTICLE VIII
 Tenant & Guest Conduct
 &
 General Park Rules**

- 1. Conduct:** All WMC Tenants and their guests shall at all times conduct themselves in a manner that does not infringe upon the rights and privileges of other Park Tenants and guests. Conduct includes, but is not limited to, maintaining low noise levels, avoiding any and all disturbances that annoy or threaten Tenants and guests. Boisterous activity or loud noise from talking, musical instruments, audio/video equipment, and the like is not permitted. **In consideration of the other Tenants, it is requested that all Tenants and their guests be particularly quiet between the hours of 10:00 p.m. and 8:00 a.m.** Any rules violated by guests shall be noticed and treated as a violation by the Tenant.
- 2. Curfew:** WMC does have a curfew. Children will not be allowed to roam the park unless accompanied by a parent or guardian, after 10:00 p.m. on week nights and 12:00 p.m. on weekends.

3. **Children Conduct:** Parents are responsible for the conduct of their children. Children should not play in other Tenants' Lots without specific permission. Any rules violated by children shall be treated as a violation by the parents. Parents are financially responsible for any damage or acts of vandalism done by their children.
4. **Solicitation in the Park:** **NO SOLICITATION IS ALLOWED !** No flyers, brochures, newsletters, advertisements, or any other paraphernalia will be allowed to be distributed in the Park without prior written permission from the Landlord.
5. **Shop Work and Cottage Industries:** Absolutety, no shop work of any kind will be allowed in the Park without Park Management's prior written permission. This will include but is not limited to vehicle repair, welding, cabinet or furniture making, etc. Cottage industries such as day care or pet care service are prohibited. All cottage industries must receive written approval from the management and not be disruptive to the court in general. This means that they will not cause an increase in traffic into and through the court, they will be quiet in nature, and all business and work will be confined to the inside of the Tenant's home.
6. **Vandalism:** Tenants shall not destroy, deface, damage, impair or remove any part of the premises or permit any person to do so. Please report any vandalism or witnessing thereof to the Management immediately.
7. **Weapons:** Tenants shall not use bows and arrows, discharge any firearms, including BB and pellet guns, slingshots, or throw knives, or use any projectile shooting toys or weapons within WMC.
8. **Fireworks:** The discharging of Fireworks in WMC is strictly forbidden.
9. **Recreation:** The Tenant's recreational activities in WMC will be constrained to the Tenant's Lot or to the designated Common and/or Recreational area shown on the Site Plan for WMC. Tenants and guests are **NOT** allowed to play in the streets. Bicycle riders shall observe all traffic regulations.
10. **Fires:** No fires are permitted outside of barbecues. No indoor or outdoor wood burning stoves or wood burning fireplaces are allowed in the Park.
11. **Landlord Lot Access:** Upon 24 hours written notice and during business hours and as designated in ARTICLE VI paragraphs 4, 5, 6, and 7 of these C&Rs, the Park Management may enter the Tenant's Lot to make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or to exhibit the Lot to prospective or actual Tenants, workmen, or contractors.

12. Missoula County Codes: Tenant shall abide by all Missoula County Health Department, Fire Department and Building ordinance codes. WMC has adopted the Standard Missoula County Building Ordinance Codes including but not limited to requirements for decks and stairs. This standard will be used for manufactured homes in this Park. Tenant shall comply with all obligations primarily imposed on Tennts by the provisions of the Missoula County Health Department, Fire Department and Building ordianance codes materially affecting health and safety.

**ARTICLE IX
Emergencies
and Amendments to the C&R's**

- 1. Emergencies:** In case of medical emergencies, fire, and burgalries, WMC Tenants must notify Park Management after proper notification is made to the authorities. In most cases this is a call to **911**. In case of gas, plumbing, electrical problems, etc., notify the Park Management and the responsible service company. Costs of any services are the responsibility of the Tenant.
- 2. Amendments to the C&R's:** These C&R's may be amended from time to time by the WMC Management and with full cause and effect upon 30 day written notice.

**ARTICLE X
Rights, Remedies and Serverability**

1. The rights, remedies and responsibilities set forth herein are not exclusive and are in addition to those provided for in the Residential Landlord and Tenant Act of 1977 and those which exist under the laws of the State of Montana. The remedies available to Woody Mountain Court shall be deemed cumulative and any and all remedies may be pursued without prejudice to, or to the exclusion of, any other remedy. These conditions, rules, regulations, and restrictions shall be construed and enforced consistent with Montana law, and any inconsistent construction of any provision herein shall have no force or effect, and Montana law shall control. If any part of the conditions, rules, regulations, and restrictions is invalid, the invalid portion shall be severed, and all remaining valid provisions shall remain in full force and effect. If any provision of the conditions, rules, regulations, and restrictions is deemed invalid in one or more of its applications, those applications shall be severed and shall be of no force and effect, and Montana law shall control and apply.

ARTICLE XI Addendums Required by Missoula County

(The following addendums shall not be amended or deleted without consent of Missoula County)

1. **Agricultural Operations:** Tenants are hereby given notice that agricultural operations may exist adjacent to or in the vicinity of Woody Mountain Community. Such operations may produce exposure to odors, dust and noise, exposure to hazards such as irrigation ditches, ponds, fencing, and livestock protection methods, and the use of agricultural chemicals and farm equipment. Tenants should be aware of impacts on such agricultural operations, including, but not limited to trespass on adjacent agricultural properties, failure to keep pets contained in Tenant's home, and traffic impacts.
2. **Fire Suppression Water Source:** The Woody Mountain Community Management has the obligation and responsibility to ensure maintenance of the water source for fire suppression and access to it, subject to MRFD approval.
3. **Living with Wildlife:** Tenants 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. Tenants must be aware of potential problems associated with the occasional presence of wildlife such as elk, white-tailed deer, mule deer, black bear, mountain lion, fox, raccoon, skunk, squirrels and magpie. **Please contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, MT 59804) for brochures that can help Tenants "live with wildlife."** Alternatively, see FWP's web site at <http://fwp.mt.gov>.

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

- Tenants must be aware of the potential for **vegetation damage by wildlife**, particularly from deer or elk feeding on green lawns, gardens, flowers, ornamental shrubs and trees in this community. Tenants should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (netting, repellents, *(fencing is not allowed in the community)*) in order to avoid problems. Also, consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer or elk.
- **Gardens and fruit trees** can attract wildlife such as deer and bears, and fruit trees are discouraged in this community. If planted, keep produce and fruit picked and off the ground, because ripe or rotting vegetable material can attract bears and skunks, Netting over gardens can help deter birds from eating berries.
- **Garbage** should be stored in secure animal-resistant containers inside your carport or indoors to avoid attracting animals such as raccoon, black bear, and other wildlife. If stored indoors, it is best not to set garbage out until the morning of garbage pickup.
- **Do not feed wildlife** or offer supplements (including salt blocks), attractants, or bait for deer, elk, 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 (87-6-216, 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 transmission of disease or that constitutes a threat to public safety." Also, Tenants must be aware that deer or elk can attract mountain lions to an area.

- Bears can be attracted to food smells associated with **outdoor food storage**; therefore, freezers and refrigerators are not allowed to be placed outside of Tenant homes in Woody Mountain Community.
- **Birdseed** is an attractant to bears. If used, bird feeders must: 1) be suspended a minimum of 20 feet above ground level; 2) be at least 4 feet from any support poles or points; and 3) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.
- **Pets** must be confined in accordance with the restrictions outlined in Article V when not under the direct control of the owner, and not be allowed to roam as they can chase and kill beg game and small birds and mammals. Under current state law it is illegal for dogs to chase hoofed game animals and the owner may also be held guilty (87-6-404, MCA). Keeping pets confined also helps protect them from predatory wildlife.
- **Pet food** must be stored indoors, in close sheds or in animal-resistant containers in order to avoid attracting wildlife such as skunks and raccoons. **When feeding pets** do not leave food out overnight. Feed pets indoors so that wild animals such as bear, skunk or magpie do not learn to associate food with your home.
- **Barbecue grills** should be stored indoors (homes or closed sheds). Permanent outdoor barbecue grills are discouraged. Keep all portions of the barbecues clean. Food spills and smells on or 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.)
- Tenants should be aware of **bighorn sheep** in the area. Tenants should be aware that domestic sheep (which are not allowed in Woody Mountain Community) could transmit a potentially fatal bacterial infection to bighorn sheep, leading to heavy mortality in the native bighorns.

By signing this document, the parties agree to comply with all the Conditions, Rules, Regulations, and Restrictions of the Woody Mountain Court and understand that these C&R's are attached to and are part and parcel of the Woody Mountain Court Rental Agreement Signed by the following parties and dated _____.

Tenant's Signature: _____ **Date:** _____

Please Print Name: _____

Tenant's Signature: _____ **Date:** _____

Please Print Name: _____

**Woody Mountain Court
Management Representative:** _____ **Date:** _____

Please Print Name: _____