

## RESOLUTIONS REGARDING LAND USE

### Revised Resolution No. 1 – Pet policies/Service Animals

1. Small household pets shall be allowed in Brookside as long as they are not deemed a nuisance by the Homeowners Association acting through its Board.
2. Dogs shall not exceed thirty-five (35) pounds and shall not be allowed outside the owner's unit except on a leash.<sup>1</sup> Missoula City ordinances provide that it is unlawful to own a dog unless it is registered and licensed. The dog must be wearing a collar and license tag whenever it is outside the owner's unit. Licenses are issued by the City Treasurer or the Animal Control Shelter. City ordinances require dogs be on a leash at all times except in specific designated areas. The leash should not be longer than 6 feet except in open areas away from streets, alleys, paths or sidewalks when a retractable leash of up to 14 feet is allowed. Residents and non-Brookside residents violating this ordinance in Brookside will be reported to the Missoula Animal Control Officer and may be assessed with the fines levied by the City for such violations: \$50 for the first infraction, \$75 for the second violation in a year, \$225 for a third violation within a year and \$300 for the fourth violation and any others within a year.<sup>2</sup>
3. It is the duty and responsibility of pet owners to remove any droppings left or repair any other disturbances by their pets while using Brookside property.
4. The limitation on dog size in Paragraph 2. above will be waived by the Board for properly documented, trained service animals. Residents who wish to take advantage of this exception should submit a request to the Board along with documentation supporting that request. A waiver granted under this paragraph does not relieve the resident of the other provisions of this Resolution. Emotional support animals are not included in this mandatory waiver unless the person requesting the waiver can establish a **disability-related** need for an assistance animal.

### Resolution No. 2 – Personal Property Storage Policy

---

<sup>1</sup> Brookside Board of Directors' meeting minutes, December 18, 2022.

<sup>2</sup> Brookside Board of Directors' meeting minutes, June 24, 2025 and September 30, 2025. Animal Control: 6700 Butler Creek Road, Missoula, MT 59808. (406) 541-7387.

All personal property owned by residents or their guests, when not being used, shall be kept in the townhome unit or garage, except lawn furniture may be kept on patios or decks.

### **Resolution No. 3 – Use of Open or Common Areas for Social Events Policy**

1. Use and scheduling of events shall be coordinated with the Board of Directors. Written requests with one month's notice shall be required.
2. Camping
  - None will be allowed.
  - No tents (except for picnic tent on the open).
  - No campers or mobile homes.
3. Dogs all must be on a leash.
4. It will be the responsibility of the Association Member host to police the party's activities. All porches are completely off limits to everyone.
5. No loud music. No extremely late parties – 10:30 pm at the latest.
6. Number of events should be limited and Homeowner's Association must be informed in advance regarding dates, numbers and types of activities planned.
7. Restroom facilities – the host's home.
8. Area must be restored to proper order by host Association Member.
9. The property manager shall be advised in advance about the date so the sprinklers can be regulated.

### **Resolution No. 4 – Policy concerning Parking and Storage of Vehicles and Trailers**

Subject to the two exceptions below, no vehicles (including automobiles, motorcycles and boats) or trailers shall be kept outside the residence garage (including parking on the driveway or on the street) overnight.

Exception One. Parking where permission has been granted in writing by the Board to accommodate an unusual circumstance.

Example: The Board may grant parking permission during a period of construction to repair a garage destroyed by fire.

Exception Two. Guest parking.

Example: Overnight parking in driveways and guest parking areas for a homeowner's guest. Guest parking shall not exceed 14 days without the permission of the Board.

It is not the intent of this policy to interfere with the casual use of the driveways and streets by homeowners and their guests and lessees.

When a violation of this resolution comes to the attention of the Board, it shall cause a letter to be sent by registered mail to the homeowner (and also to the homeowner's lessee or guest if their identity is known to the Board) notifying them of the violation and giving them two weeks from the date of the letter to inform the Board of a necessity for violating the parking regulations. If an adequate explanation for the parking violation is not presented to the Board or the violation is not remedied within that time, the vehicle or trailer will be towed to a storage facility to be held until towing, storage and related costs are paid by the homeowner. All towing, storage and related costs shall be the responsibility of the homeowner. The Association is not responsible for any damage to any vehicle or trailer or loss of personal property due to the removal, towing or storage.

If subsequent to the mailing of the letter as described in the previous paragraph, another prohibited overnight parking involving the same household occurs during the same calendar year, the Board may cause the offending vehicle or trailer to be towed and stored without issuing further notice and, as before, all costs shall be the responsibility of the homeowner.

### **Resolution No. 5 – Policy Concerning the Repair and Replacement of Decks**

1. The responsibility for the repair and replacement of deck components is that of the Unit Owner.
2. When decks are being replaced, there can be no deviation from the original design unless approved by the Architectural Control Committee, with the exception built-in bench seats need not be replaced.

3. Replacement decks can be rebuilt with equivalent wooden materials used in the initial construction. Effective 2021, composite materials can be used for replacement deck flooring and top rails. Unit Owners choosing composite boards for deck flooring must match as closely as possible the Brookside Brown color. Composite top rails may be used if they exactly match the Brookside Brown color; this may require them to be painted in order to achieve an exact color match.<sup>3</sup>
4. Materials used for the repair of wooden decks shall be the equivalent of those materials used in the initial construction. (Grade #2 or better Douglas Fir or Western Larch for the rim and deck floor joists. Treated underdeck components are preferable, particularly for components which are not visible. Finish trim boards and benches are to be Western Red Cedar or #2 or better dimensional lumber.) Composite surfaces will be repaired as needed but not painted.
5. Historically, the HOA makes necessary repairs to decks before staining once every three years.<sup>4</sup> The HOA will pay up to \$500 per unit for the necessary repairs and the Unit Owner will be responsible for the remainder of the cost.
6. In the event the HOA determines replacement of the deck is required, the HOA will pay up to \$1,000 per unit for replacement and will, in addition, stain the replaced deck. The Owner is responsible for the remainder of the cost.
7. Some units have more than one deck. The HOA contribution for repair or replacement described above is the cumulative figure for all decks on a unit rather than being the amount per deck.
8. In the event a deck poses a safety concern, the HOA may order its repair or replacement.
9. If a Unit Owner fails to pay for the repair or replacement of a deck, the HOA will pursue reimbursement from that Unit Owner in accordance with the Covenants and Montana law.

---

<sup>3</sup> Brookside Board of Directors' meeting minutes, October 5, 2021.

<sup>4</sup> Brookside Board of Directors' meeting minutes, June 22, 2021.

## **Resolution No. 6 – Guidelines to be Utilized by the Architectural Control Committee**

### SUBSTANTIVE CONSIDERATIONS

1. Brookside is a thoughtfully and carefully considered quality residential community designed to preserve privacy in spite of providing close proximity between units. The intent and effect of that original architectural design should be preserved.
2. Each unit was designed and developed in light of its own special circumstance and situation. The judgments made in the initial design should not be ignored without a compelling reason.
3. Maintaining a consistent and harmonious neighborhood character, one that is architecturally and aesthetically pleasing, confers a benefit on the Unit Owners by maintaining the value of their properties. Any alteration, to be approved, must meet this objective.
4. Alteration is defined as a substantial change in design or coloration of any individual unit. Replacement of exterior elements such as windows, garage doors or doors substantially equivalent to original materials and colors are exempt from ACC review. Replacement of windows, garage doors or doors is at the owner's expense. Resolution No. 5 – Policy Concerning the Repair and Replacement of Decks and Resolution No. 7 – Roof Replacement Policy provide additional guidance.
5. A goal of the ACC and the Board is to assure and enhance the peaceable enjoyment and living conditions of our residents.
6. Much effort is expended by the HOA to preserve the beauty of Brookside and no alteration should be allowed which would diminish that standard.
7. The uniformity and balance of the community should be maintained.
8. Alterations which would or could reduce the value of any individual unit or Brookside as a whole are inappropriate.
9. Applicable state and city building codes must be respected.
10. The applicants' immediate neighbors are to be consulted about the proposal. Their views are not controlling but rather just one factor in applying all of the relevant considerations.

## PROCEDURAL STEPS

1. Prior to submitting an application to the ACC, applicants are to discuss their proposal with their immediately surrounding neighbors.
2. Any application must be on the form then utilized by the ACC which sets out the various requirements for submission. The ACC will also provide a checklist to an applicant.
3. The applicant must provide a convincing reason for allowing the alteration or the application must be denied.
4. The applicant will provide at their cost any additional documents needed by the ACC.
5. Any plans and specifications submitted with the application shall be in sufficient detail to allow the ACC to ascertain how the completed project would appear and shall show how the project relates to the adjoining units.
6. As to certain alterations, the Board may delegate its authority to make the final decision to the ACC.
7. The Board will automatically approve any recommendation by the ACC unless it is objected to by another Unit Owner or if the majority of the Board feels the decision may not have been in accordance with these Guidelines. If it is objected to by another Unit Owner or if the majority of the Board feels the decision may not have been in accordance with these Guidelines, the Board will consider the evidence and render an independent decision.
8. The recommendation of the ACC will be in writing including the reasons for the recommendation and will be provided to the applicant, any person objecting to the application and to the Board. Any Board decision will be in writing also including the reasons for the decision and will be provided to the applicant, any objector and to the ACC.
9. In the event any alteration is approved, in addition to the cost of the alteration, the applicant is responsible for the repair and reclamation of any disturbance caused to the landscaping.

### **Resolution No. 7 – Roof Replacement Policy**

1. When roof replacement becomes necessary, the affected Unit Owners shall be assessed a total of two-thirds (2/3) of the cost of the replacement and the HOA shall pay one-third (1/3) of the cost.

2. The Owners of the units in an affected building shall be assessed equally for the total Owners' share of the costs regardless of any square foot discrepancies between the Units. For example, if a building has three units, each Unit Owner shall pay one-third of the total Owners' assessment for the building.
3. The charge to a Unit Owner shall be in the form of a Special Assessment subject to the same remedies as other Special and General Assessments under the Amended Declaration of Covenants, Conditions and Restrictions.

### **Resolution No. 8 – Estate Sales, Rummage and Garage Sales and Posting of Signs**

#### **Estate sales:**

1. Estate and moving sales (those conducted in connection with the disposition of the estate of a Brookside resident or when a Brookside residence is vacated) are allowed. Any such sales shall be conducted only on Fridays and Saturdays between the hours of 8:00 am and 2:00 pm.
2. All of the items to be sold shall be displayed only within the unit or the garage but not in the driveway or anywhere else outside.
3. A sign may be posted at the Brookside entrance, at either the 'T' intersection or at the intersection leading to Units #1-13, and at the unit in which the sale is to be conducted only during the hours that the sale is actually being conducted.
4. It shall be the obligation of the person conducting the sale to insure that the persons visiting the sale park only on one side of the street (so as not to block access for other residents and emergency vehicles) and do not occupy or block other residents' driveways. Preferably this obligation will be satisfied by having a parking monitor who would direct each person who arrives at the sale to where they should park.
5. Prior to holding an estate or moving sale, notification must be given to the Board of Directors setting out the dates and times the sale will be conducted and providing the name and contact information including telephone number of the person or entity in charge of the sale. In addition, the notification must include a plan assuring that parking will be in accordance with the

provisions of Paragraph 4, above. Before the sale may proceed, the parking plan must be approved by the Board.

6. In order to minimize conflicts during this sensitive time, all owners are encouraged to let their heirs or other agents know of these limitations.

### **Rummage or garage sales:**

No rummage or garage sales, with the exception of estate and moving sales, may be conducted in Brookside.

### **Signs:**

1. A sign identifying a unit as being for sale or rent may be posted in front of the unit and at either the 'T' intersection or at the intersection leading to Units #1-13 for a reasonable time. An open house sign may be posted at the front entrance to Brookside during the actual times the house is open for viewing. No other signs may be posted except in connection with estate sales provided above.
2. No political candidate or election issue posters or signs may be displayed on the common property in Brookside.

### **Resolution No. 9 – Landscaping Changes by Unit Owner**

1. The Board of Directors reaffirms the provisions of Resolution No. 6 which provides the guidelines to be utilized by the Architectural Control Committee for modifications both to structures and their surrounding landscaping but finds that the involvement of the Grounds Committee in the landscaping approvals would be consistent with longstanding practice.
2. All requests by Unit Owners for owner-instituted modifications in the landscaping surrounding their units shall be submitted both to the Architectural Control Committee and the Grounds Committee which for these purposes shall be considered a sub-committee of the ACC.
3. The Grounds Committee is given full authority and responsibility to approve of landscaping changes, to which no other Unit Owner objects, on behalf of the ACC and the Board of Directors.

4. The ACC role in landscaping decisions will only be to monitor the Grounds Committee unless (a) there is an objection to the proposal by neighbors or (b) there is a request by the Grounds Committee that the ACC become involved. Only in those latter two instances will the ACC render the decision and make its recommendation to the Board in accordance with Resolution No. 6.
5. Absent either of the two exceptions in the preceding paragraph, the Grounds Committee shall report its final decision to the Unit Owner who made the request and, for informational purposes, to the Board and the ACC.

### **Resolution No. 10 – Solar Devices**

**Objectives.** Each unit at Brookside presents a different opportunity for the use of solar devices so each application must necessarily be considered on its own merits and may be approved, disapproved or approved in part. Application must be made to the ACC which must include identification of the manufacturer, size of the installation including area to be covered, a photograph of the unit marked with the location of the proposed installation, materials to be used, color of visual parts, photos of installations similar to that proposed if available and the name and address of the licensed installer.

**Type.** Solar shingles are the preferred type of solar energy devices to be installed in Brookside but appropriate solar panels are permissible.

1. **Placement.** Solar shingles shall be installed in accordance with the manufacturer's instructions by a licensed installer. Solar panels must be of commercial manufactures, i.e., no 'homemade' devices. They should be mounted parallel with the roof slope and the minimum permissible distance above it. They shall be set back a minimum of three (3) feet from the edges of the roof and two (2) feet from the crown of the roof and from the edge of the eaves. No part of the installation shall be visible above the peak of the roof upon which it is mounted. Solar devices may only be installed on the roof of the unit. There shall be minimal space between the panels. A solar device shall not be approved if it blocks, obstructs or in any way interferes with the view of any other Brookside resident.
2. **Appearance.** Solar shingles shall be consistent in color with the composition shingles which are on the units. Solar panels and all mounting

devices shall be dark in color with no shiny or reflective surfaces and as close in color as possible to the color of the current roofing. All non-absorbing parts shall be painted to match the roof. No loose wires, piping or cabling shall be visible after installation and the installation shall be as inconspicuous as possible. No glare or reflection from any solar device shall be visible from the interior of any Brookside unit. The homeowner is responsible to keep the solar devices in good repair at all times so they do not become unsightly or incompatible with the aesthetic values of Brookside.

3. **Safety Requirements.** All industry and any governmental safety standards must be incorporated into the device to be installed.
4. **Installation.** All industry and governmental standards must be followed in the installation process including both the exterior and interior portions of the installations.
5. **Solar device enhancement.** No request to alter or eliminate any common area foliage or make any other change to enhance the operation of the solar device will be granted. Once a solar devices installation is allowed, no changes should be allowed to adjacent structures which impede the functioning of the solar device.
6. **Limitation of liability of Brookside HOA.** As a condition of allowing the installation of a solar device, the Unit Owners agree they and their successors will be bound to maintain the device and the roof upon which it is mounted. If the roof or shingles under the solar panel requires replacing, the maximum responsibility of the HOA would be the amount it would ordinarily pay for replacing standard composite shingles. If the solar device is no longer used, the owner of the unit shall remove it and restore the condition of the roof to the pre-installation condition.

9-30-2025