

Betty J. Lund CLERK AND RECORDER BY Linda D. Beisel

DEPUTY No Fee

RESOLUTION NO. 714

INDEXED COMPARED

RESOLUTION TO CREATE A ZONING DISTRICT RICKETTS MEADOWS

WHEREAS, a petition dated July 25, 1994 was filed with the Clerk and Recorder requesting a voluntary zoning district for Ricketts Meadows; and

WHEREAS, the Clerk and Recorder confirmed that the petition was signed by 84.61% of the owners of real property in the Ricketts Meadows Zoning District; and

WHEREAS, following proper legal notice, a public hearing was held on August 18, 1994 to take comment on the proposed district and regulations; and

WHEREAS, the BOARD OF COUNTY COMMISSIONERS passed a resolution on August 22, 1994 with the intent to create a zoning district, and following proper legal notice of said resolution, received no objections from any owners of real property in the Ricketts Meadows Zoning District;

NOW THEREFORE BE IT RESOLVED that the BOARD OF COUNTY COMMISSIONERS hereby creates Zoning District No. 34, said district is more particularly described in Exhibit "A-1, & A-2" attached hereto and with reference made a part hereof.

IT IS FURTHER RESOLVED and this does order, that the following Exhibit "B" attached hereto and with reference made a part hereof, shall govern the use of lands and structures within the Zoning District No. 34, also referred to as the Ricketts Meadows Zoning District.

Passed and approved this 28th day of September 1994. BOARD OF COUNTY COMMISSIONERS

Steven D. Powell, Chairman

Betty J. Lund Attest: Clerk and Recorder

Allen C. Horsfall, Jr., Member

Jerry L. Allen, Member



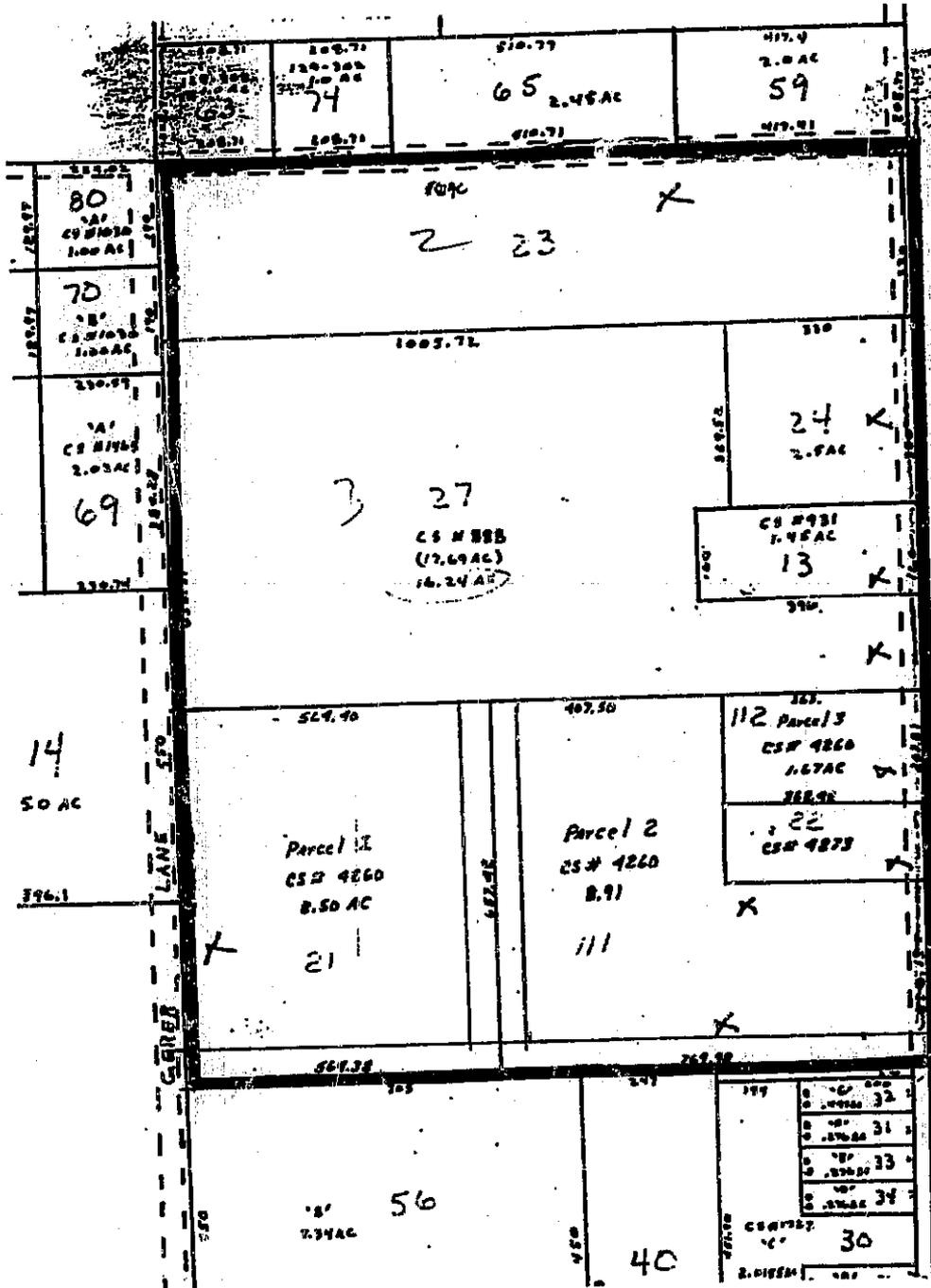
**Exhibit 1.
Perimeter Description of District**

Ricketts Meadows Zoning District is a tract of land located in and being a portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 23, Township 6 North, Range 21 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows;

Beginning at the East $\frac{1}{4}$ corner of said Section 23; thence S88°57'35"W a distance of 1336.03 feet; thence S00°01'45"E a distance of 1,638.30 feet to the SW corner of Tract 1, Certificate of Survey No. 4260; thence N89°29'48"E a distance of 1334.36 feet to the SE corner of Tract 2, Certificate of Survey No. 4260; thence N00°01'05"E a distance of 1,650.65 feet to the point of beginning, containing approximately 50.4 acres.

Exhibit "A-2"

Exhibit 2.
Map of District



Ricketts Meadows Voluntary Zoning District

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Sec. 2. **Generally.**

This resolution establishes the Ricketts Meadows Voluntary Zoning District and describes the uses that may occur within said district and establishes certain standards and requirements.

Sec. 3. **Authority.**

This district is enacted pursuant to and consistent with the requirements and authority of Section 76-2-101 and 76-2-205, M.C.A.

Sec. 4. **Definitions.**

For the purpose of this resolution, the following words are defined and shall have the meaning ascribed to them:

Accessory Building means a structure that is clearly incidental and subordinate to and customarily found with a principal use.

Adult Foster Family Care Home means a private residence owned by one or more persons 18 years of age or older which offer light personal care or custodial care to disabled adults who are not related to the owner by blood or marriage or which offer light personal care or custodial care to aged persons.

Agriculture means the use of land for agricultural purposes, including forestry, farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, aquaculture and animal and poultry husbandry. Accessory uses include those facilities necessary for producing, packing, treating, storing, or retailing agricultural products produced on the premises. The term does not include commercial feed lots and intensive animal production operations.

Bread & Breakfast means a commercial establishment, other than a hotel or motel, that offers overnight accommodations and a meal for a daily charge and which also serves as a primary residence of the operator or owner.

Chemical Dependency Treatment Facility means a facility that provides treatment, rehabilitation, and prevention of chemical dependency.

Commercial Feed Lot means any place and/or building or portions thereof, that is used or is intended to be used for keeping livestock animals where each of the following conditions are met:

1. livestock animals are maintained in close quarters;
2. more than 50 percent of the feed is not produced on the site; and
3. the majority of livestock animals are purchased from other sources for final shipment to market.

Community Home for Persons with Severe Disabilities means a family-oriented residence that is designed to provide residential services for two to eight persons with severe disabilities and that does not provide skilled or intermediate nursing care. This definition does not preclude the provision of skilled or intermediate nursing care by third-person providers.

Dwelling Unit means a single unit providing complete, independent, and permanent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Family Day-Care Home means a private residence in which day care is provided to three to six children from separate families on a regular basis. (Also see: *Group Day-Care Home*)

Group Day-Care Home means a private residence in which day care is provided to 7 to 12 children on a regular basis. (Also see: *Family Day-Care Home*)

Home Occupation means any occupation, profession, enterprise, or similar activity, except those that would meet the definition of heavy industry, that is conducted on the premises of a single-family residence as an accessory use.

Industry, Heavy means a use that is engaged in the following or similar uses: processing or manufacture of materials or products predominantly from extracted or raw materials; storage of or manufacturing processes using flammable or explosive materials; or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions.

Intensive Animal Production means a place and/or building, or portions thereof, that is used or is intended for raising animals where the number of specified animals exceeds the following limits:
swine: 5 mature animals of reproductive age
poultry, fowl, and similar animals: 75 mature animals of reproductive age
fur-bearing animals: 15 mature animals of reproductive age.

Kennel, Commercial means a place where four (4) or more dogs over six (6) months of age are kept for boarding, breeding, training, or sale. For the purpose of this definition an animal hospital, animal grooming parlor, or pet shop shall not be construed as a commercial kennel.

Kennel, Private means a place where dogs are kept and not classified as a commercial kennel.

Lot of Record means a lot which has been recorded in the office of the Clerk and Recorder of Ravalli County, Montana, as of the effective date of this resolution.

Mobile Home means a dwelling unit that is: (1) constructed off-site; (2) equipped with the necessary utility service connections; (3) made so as to be readily movable as a unit or units on its (their) own running gear; (4) designed to be used without a permanent foundation.

Modular Home means a dwelling unit that is substantially constructed off-site and transported to the building site for assembly on a permanent foundation. The term does not include a mobile home.

Nonconforming Lot means any lot of record that does not conform with the lot standards established for the district in which it is located.

Nonconforming Use means any use that does not conform with the use standards established for the district in which it is located.

Nonconforming Sign means any sign that does not conform with the use standards established for the district in which it is located.

Nonconforming Structure means any structure that does not conform with the building standards established for the district in which it is located.

Principal Use means the main use of land or structure.

Residence, Single-Family means a structure containing one (1) dwelling unit, and not attached to any other dwelling unit by any means. (Also see: *Dwelling Unit*)

Residence, Two-Family means a single building containing two (2) separate dwelling units. (Also see: *Dwelling Unit*)

Sign means any device which is used to announce, direct attention to, identify, advertise, or otherwise communicate information or make anything known. The term excludes architectural features or art not intended to communicate information.

Stable, Commercial means a place and/or building, or portions thereof, that is used or is intended for keeping eight (8) or more horses for boarding or hire on trail rides. The term includes commercial stables, riding clubs, and riding instruction facilities.

Stable, Private means a place where horses are kept for private use and not classified as a commercial stable.

Variance means a grant of relief from the strict application of these regulations that would permit development in a manner otherwise prohibited.

Youth Foster Home means a youth care facility licensed by the state in which one to six children or youth other than the foster parents' own children, stepchildren, or wards are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Also see: *Youth Group Home*)

Youth Group Home means a youth care facility licensed by the state in which 7 to 12 children or youth are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Also see: *Youth Foster Home*)

Sec. 5. District Boundaries.

The boundaries of the district are described in Exhibit 1 and graphically depicted in Exhibit 2. Where the legal description in Exhibit 1 deviates from the map in Exhibit 2, Exhibit 1 shall control.

Sec. 6. Purpose and Intent of District.

The district is intended to provide for and assure rural and semi-rural development of land and the continued use and establishment of suitable agricultural activities and to maintain water quality throughout the district.

Sec. 7. Permitted Uses Within District.

(a) *Permitted Uses.* The following uses shall be permitted throughout the district provided that the remainder of the standards can be satisfied:

- (1) Single-Family Residence, including modular homes
- (2) Two-Family Residence
- (3) Bed and Breakfast
- (4) Type I Home Occupation
- (5) Agriculture
- (6) Private Kennel
- (7) Private Stable
- (8) Adult Foster Family Care Home
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- (10) Family Day-Care Home
- (11) Group Day-Care Home
- (12) Chemical Dependency Treatment Facility
- (13) Youth Foster Home
- (14) Youth Group Home

(b) *Prohibited Uses.* Those uses not listed above, and which cannot be interpreted to be substantially similar to any listed use, as provided for above, shall be prohibited.

Sec. 8. Accessory Uses and Structures.

(a) *Accessory Structures.* Accessory structures are permitted for principal uses, provided they are only used by the owners or tenants of the premises.

(b) *Signs.* Signs are permitted for commercial operations, provided they do not exceed eight (8) square feet in area and they are located on the premise.

Sec. 9. Dimensional Standards.

The following dimensional standards shall apply to all permitted and accessory structures within the district:

- (1) Minimum Lot Area: 5 acres
- (2) Minimum Yard Setbacks: 25 feet for parcels 2 acres or smaller, 50 feet for parcels larger than 2 acres
- (3) Maximum Building Height: 18 feet

Sec. 10. Performance Standards for Permitted Uses.

(a) *General.* No more than one (1) septic system shall be allowed on a single lot and each septic system shall be located entirely on the lot that it serves.

(b) *Residential.* All residential uses shall meet the following standards:

- (1) No more than one (1) residence single-family or two family may occupy any single lot.
- (2) Modular homes shall be placed on a permanent foundation.

- (c) *Type I Home Occupation.* A Type I Home Occupation shall meet the following standards:
- (1) *Lot Size Requirements.* There are no minimum lot size requirements.
 - (2) *Location of Home Occupation.* The home occupation shall occur entirely within the dwelling unit. Accessory buildings may not be used in any manner for the operation of a home occupation.
 - (3) *Limitations on Size.* No more than twenty-five (25) percent of the floor area of the dwelling unit shall be devoted to the home occupation.
 - (4) *Nonresidential Employees.* No more than one (1) nonresident employee.
 - (5) *Validity of Use.* The individual primarily responsible for the home occupation must permanently reside in the dwelling unit.
 - (6) *Retail Sales.* The indoor display or retail sales of those products manufactured or otherwise made on the premises are permitted. All other on-site sales are prohibited.
 - (7) *Client Traffic.* No traffic shall be generated in greater volumes than would normally be expected in the district in which the use takes place.
 - (8) *Exterior Character of Dwelling Unit.* The exterior character of the dwelling unit shall not be substantially altered to accommodate the home occupation.
 - (9) *Storage of Materials.* Exterior storage of materials or equipment is prohibited.
 - (10) *Signs.* Signs are permitted in accordance with Section 8.
 - (11) *Noise, Vibration, Glare, Fumes, and Odors.* No home occupation shall generate any noise, vibration, glare, fumes, or odors that can be detected with normal senses on adjoining properties.
 - (12) *Electrical Interference.* No home occupation shall create visual or audible interference in any radio or television receiver off the premises, or cause fluctuations in line voltage off the premises.
- (d) *Signs.* All signs permitted in the district shall be unlighted.

Sec. 11. Regulations to Apply Uniformly Throughout District.

All provisions shall apply uniformly to each structure and use and to all land and water within the boundaries of this district.

Sec 12. Enforcement.

- (a) *County Enforcement.* The County shall enforce the provisions of this district.
- (b) *Effect of Nonenforcement.* Failure to immediately enforce any of these provisions shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation.

Sec. 13. Variances.

- (a) *Generally.* The Board of County Commissioners may grant a variance from the strict application of any provision of this Code, provided that such variance is granted in conformance with the County's Subdivision Regulations.
- (b) *Limitations on Issuing a Variance.* The following actions shall not be allowed by a variance:
- (1) establishment of a use otherwise prohibited;
 - (2) expansion of a nonconforming use; or
 - (3) modification to lot or other requirements so as to increase the permitted density or intensity of use.

Sec. 14. Amendments.

(a) *Landowner Initiated.* When not in conflict with the Ravalli County Comprehensive Plan, the County may amend the district boundary or any provision that applies to this district when sixty (60) percent of the landowners within said district submit a signed petition to the Board of County Commissioners.

(b) *County Initiated.* The County may amend the regulations and standards, or any other provision of this district when done in the context of a comprehensive plan revision.

(c) *Limitations on Amendments.* Under no circumstance may an amendment to a district boundary cause the district to be less than forty (40) acres.

Sec. 15. Nonconformities.

(a) *Generally.* Within the district(s) established or within districts established by future amendments, there may exist lots, structures, uses, signs, and other uses which were lawful before the adoption of this resolution, or amendment, but which would be prohibited, regulated, or restricted under the provisions of this resolution or amendment. This part prescribes how these nonconformities may be continued or made to comply with this resolution.

(b) *Purpose and Intent.* It is the intent of this resolution to:

- (1) permit, but not encourage, nonconformities to continue until such time as they are removed, discontinued, changed, or enlarged; and
- (2) ensure that nonconformities that are removed, discontinued, changed, extended or enlarged shall be made to conform to all provisions of this resolution.

(c) *Nonconforming Lots.* Nonconforming lots of record shall comply with the following provisions:

- (1) *Occupied Nonconforming Lots of Record.* Occupied nonconforming lots of record may be continued and used for any use permitted in the district, provided that the lot can comply with all applicable regulations.
- (2) *Single Lot not Contiguous to Other Lot(s) in Same Ownership.* If a vacant nonconforming lot of record is not contiguous to other lots under the same ownership, then the lot may be used for any use permitted in the district, provided that the lot can comply with all applicable regulations.
- (3) *Contiguous Lots in Same Ownership.* If a vacant nonconforming lot of record is contiguous to other lots (vacant or occupied) under the same ownership, then the lot can only be used after adjusting the lot lines to comply with all applicable regulations.

(d) *Nonconforming Uses.* A nonconforming use of land may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) No such nonconforming use shall be enlarged, increased or expanded to occupy a greater area of land than was occupied at the effective date of adoption or amendment.
- (2) No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment.
- (3) If any such nonconforming use is discontinued for more than six (6) months except as provided for in this section, any subsequent use of such land shall conform. Continuance of the use after such period is specifically prohibited.
- (4) If any such nonconforming use is discontinued because the structure in which it takes place is damaged or destroyed, the structure may be rebuilt and the use may resume, subject to the following conditions:
 - (a) construction or repair of the structure shall begin within 12 months of the event causing the damage or destruction and shall continue in good faith to completion;

- (b) the use resumes immediately following the completion of the structure;
 - (c) the area of the structure devoted to the nonconforming use shall not exceed its original area;
 - (d) the structure shall be constructed at its original location; and
 - (e) the new structure complies with all state and local regulations that apply.
- (e) *Nonconforming Structures.* A nonconforming structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
- (1) No such structure may be enlarged or altered in a way to increase its nonconformity.
 - (2) Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.
 - (3) Should such a structure be damaged or destroyed, by any means, it may be reconstructed, repaired, or replaced subject to the following conditions:
 - (a) construction or repair of the structure shall begin within 12 months of the event causing the damage or destruction and shall continue in good faith to completion;
 - (b) the structure shall be constructed at its original location; and
 - (c) the new structure complies with all state and local regulations that apply.
- (f) *Nonconforming Signs.* All nonconforming signs with a replacement cost of less than one hundred dollars (\$100.00), and all signs prohibited shall be removed or altered to be conforming within ninety (90) days of the effective date of this resolution.
- (g) *Unsafe Conditions.* Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part.

Sec. 16. Responsibility for Interpretation.

(a) *Responsibility for Interpretations.* In the event that any question arises concerning any provision or the application of any provision, the Planning Director shall be responsible for such interpretation and shall look to the Comprehensive Plan for guidance.

(b) *Limitations on Interpretations.* This responsibility for interpretation shall be limited to standards, regulations, and requirements of this resolution, but shall not be construed to include interpretation of any technical codes adopted by reference in this resolution, nor be construed as overriding the responsibilities given to any commission, board or official named in other sections of this resolution.

Sec. 17. Abrogation.

This resolution is not intended to repeal, abrogate, or interfere with any existing easements, covenants, or deed restrictions duly recorded in the public records of the county.

Sec. 18. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase is for any reason held by any court of competent jurisdiction to be unconstitutional or otherwise invalid, the validity of the remaining portions shall continue in full force and effect.

Sec. 19. Effective Date.

This resolution shall become effective upon adoption.

Ricketts Meadows Voluntary Zoning District

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Dwelling Unit means a single unit providing complete, independent, and permanent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Family Day-Care Home means a private residence in which day care is provided to three to six children from separate families on a regular basis. (Also see: *Group Day-Care Home*)

Group Day-Care Home means a private residence in which day care is provided to 7 to 12 children on a regular basis. (Also see: *Family Day-Care Home*)

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Principal Use means the main use of land or structure.

Residence, Single-Family means a structure containing one (1) dwelling unit, and not attached to any other dwelling unit by any means. (Also see: *Dwelling Unit*)

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Youth Foster Home means a youth care facility licensed by the state in which one to six children or youth other than the foster parents' own children, stepchildren, or wards are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Also see: *Youth Group Home*)

Youth Group Home means a youth care facility licensed by the state in which 7 to 12 children or youth are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Also see: *Youth Foster Home*)

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(b) *Signs.* Signs are permitted for commercial operations, provided they do not exceed eight (8) square feet in area and they are located on the premise.

Sec. 9. Dimensional Standards.

The following dimensional standards shall apply to all permitted and accessory structures within the district:

- (1) Minimum Lot Area: 5 acres
- (2) Minimum Yard Setbacks: 25 feet for parcels 2 acres or smaller, 50 feet for parcels larger than 2 acres
- (3) Maximum Building Height: 18 feet

Sec. 10. Performance Standards for Permitted Uses.

(a) *General.* No more than one (1) septic system shall be allowed on a single lot and each septic system shall be located entirely on the lot that it serves.

(b) *Residential.* All residential uses shall meet the following standards:

- (1) No more than one (1) residence single-family or two family may occupy any single lot.
- (2) Modular homes shall be placed on a permanent foundation.

(c) *Type I Home Occupation.* A Type I Home Occupation shall meet the following standards:

- (1) *Lot Size Requirements.* There are no minimum lot size requirements.
- (2) *Location of Home Occupation.* The home occupation shall occur entirely within the dwelling unit. Accessory buildings may not be used in any manner for the operation of a home occupation.
- (3) *Limitations on Size.* No more than twenty-five (25) percent of the floor area of the dwelling unit shall be devoted to the home occupation.
- (4) *Nonresidential Employees.* No more than one (1) nonresident employee.

- (5) *Validity of Use.* The individual primarily responsible for the home occupation must permanently reside in the dwelling unit.
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- (8) *Exterior Character of Dwelling Unit.* The exterior character of the dwelling unit shall not be substantially altered to accommodate the home occupation.
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Sec. 11. Regulations to Apply Uniformly Throughout District.

All provisions shall apply uniformly to each structure and use and to all land and water within the boundaries of this district.

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Sec. 13. Variances.

(a) *Generally.* The Board of County Commissioners may grant a variance from the strict application of any provision of this Code, provided that such variance is granted in conformance with the County's Subdivision Regulations.

- (b) *Limitations on Issuing a Variance.* The following actions shall not be allowed by a variance:
- (1) establishment of a use otherwise prohibited;
 - (2) expansion of a nonconforming use; or
 - (3) modification to lot or other requirements so as to increase the permitted density or intensity of use.

Sec. 14. Amendments.

(a) *Landowner Initiated.* When not in conflict with the Ravalli County Comprehensive Plan, the County may amend the district boundary or any provision that applies to this district when sixty (60) percent of the landowners within said district submit a signed petition to the Board of County Commissioners.

(b) *County Initiated.* The County may amend the regulations and standards, or any other provision of this district when done in the context of a comprehensive plan revision.

(c) *Limitations on Amendments.* Under no circumstance may an amendment to a district boundary cause the district to be less than forty (40) acres.

Sec. 15. **Nonconformities.**

(a) *Generally.* Within the district(s) established or within districts established by future amendments, there may exist lots, structures, uses, signs, and other uses which were lawful before the adoption of this resolution, or amendment, but which would be prohibited, regulated, or restricted under the provisions of this resolution or amendment. This part prescribes how these nonconformities may be continued or made to comply with this resolution.

- (b) *Purpose and Intent.* It is the intent of this resolution to:
- (1) permit, but not encourage, nonconformities to continue until such time as they are removed, discontinued, changed, or enlarged; and
 - (2) ensure that nonconformities that are removed, discontinued, changed, extended or enlarged shall be made to conform to all provisions of this resolution.

(c) *Nonconforming Lots.* Nonconforming lots of record shall comply with the following provisions:

- (1) *Occupied Nonconforming Lots of Record.* Occupied nonconforming lots of record may be continued and used for any use permitted in the district, provided that the lot can comply with all applicable regulations.
- (2) *Single Lot not Contiguous to Other Lot(s) in Same Ownership.* If a vacant nonconforming lot of record is not contiguous to other lots under the same ownership, then the lot may be used for any use permitted in the district, provided that the lot can comply with all applicable regulations.
- (3) *Contiguous Lots in Same Ownership.* If a vacant nonconforming lot of record is contiguous to other lots (vacant or occupied) under the same ownership, then the lot can only be used after adjusting the lot lines to comply with all applicable regulations.

(d) *Nonconforming Uses.* A nonconforming use of land may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) No such nonconforming use shall be enlarged, increased or expanded to occupy a greater area of land than was occupied at the effective date of adoption or amendment.
- (2) No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment.
- (3) If any such nonconforming use is discontinued for more than six (6) months except as provided for in this section, any subsequent use of such land shall conform. Continuance of the use after such period is specifically prohibited.
- (4) If any such nonconforming use is discontinued because the structure in which it takes place is damaged or destroyed, the structure may be rebuilt and the use may resume, subject to the following conditions:
 - (a) construction or repair of the structure shall begin within 12 months of the event causing the damage or destruction and shall continue in good faith to completion;
 - (b) the use resumes immediately following the completion of the structure;
 - (c) the area of the structure devoted to the nonconforming use shall not exceed its original area;
 - (d) the structure shall be constructed at its original location; and
 - (e) the new structure complies with all state and local regulations that apply.

(e) *Nonconforming Structures.* A nonconforming structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) No such structure may be enlarged or altered in a way to increase its nonconformity.
- (2) Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.
- (3) Should such a structure be damaged or destroyed, by any means, it may be reconstructed, repaired, or replaced subject to the following conditions:
 - (a) construction or repair of the structure shall begin within 12 months of the event causing the damage or destruction and shall continue in good faith to completion;
 - (b) the structure shall be constructed at its original location; and
 - (c) the new structure complies with all state and local regulations that apply.

(f) *Nonconforming Signs.* All nonconforming signs with a replacement cost of less than one hundred dollars (\$100.00), and all signs prohibited shall be removed or altered to be conforming within ninety (90) days of the effective date of this resolution.

(g) *Unsafe Conditions.* Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part.

Sec. 16. Responsibility for Interpretation.

(a) *Responsibility for Interpretations.* In the event that any question arises concerning any provision or the application of any provision, the Planning Director shall be responsible for such interpretation and shall look to the Comprehensive Plan for guidance.

(b) *Limitations on Interpretations.* This responsibility for interpretation shall be limited to standards, regulations, and requirements of this resolution, but shall not be construed to include interpretation of any technical codes adopted by reference in this resolution, nor be construed as overriding the responsibilities given to any commission, board or official named in other sections of this resolution.

Sec. 17. Abrogation.

This resolution is not intended to repeal, abrogate, or interfere with any existing easements, covenants, or deed restrictions duly recorded in the public records of the county.

Sec. 18. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase is for any reason held by any court of competent jurisdiction to be unconstitutional or otherwise invalid, the validity of the remaining portions shall continue in full force and effect.

Sec. 19. Effective Date.

This resolution shall become effective upon adoption.

RICKETTS MEADOWS ZONING DISTRICT

Ricketts Meadows Zoning District is a tract of land located in and being a portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 23, Township 6 North, Range 21 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows;

Beginning at the East $\frac{1}{4}$ corner of said Section 23; thence S88°57'35"W a distance of 1336.03 feet; thence S00°01'45"E a distance of 1,638.30 feet to the SW corner of Tract 1, Certificate of Survey No. 4260; thence N89°29'48"E a distance of 1334.36 feet to the SE corner of Tract 2, Certificate of Survey No. 4260; thence N00°01'05"E a distance of 1,650.65 feet to the point of beginning, containing approximately 50.4 acres.

RICKETTS MEADOWS ZONING DISTRICT

S88-57'35"W

1335.83

50.401 ACRES

S80-01'45"E
1638.30

N88-01'25"E
1650.65

N89-29'48"E

1334.36



RICKETTS MEADOWS VOLUNTARY ZONING DISTRICT

INDEX 13	9	MAY ^M & RUSH
INDEX 21	5, 6	GREGORY O & KIMBERLY K DOWLING
INDEX 22	7, 8	WESLEY & RUTH WILLIAMS
INDEX 23		ROBERT E MC TAGGART 1, 2
INDEX 24	10, 11	ROBERT G & DEL REY WILDER
INDEX 27	3, 4	FRED H & LINDA L SPRINGER
INDEX 111		NEAL A JOHNSON 1, 2
INDEX 112	1, 2	ROBERT E & MARGARET J JOHNSON

I, Betty T. Lund, Ravalli County Clerk & Recorder, do hereby certify that the above listing of freeholders, numbering 13, are shown on our records for the legal description given to us by the Ricketts Meadows Voluntary Zoning District people.

Dated the 15th day of July, 1994

Betty T. Lund

Betty T. Lund Ravalli Co Clerk & Recorder

Voluntary Zoning District Petition

Real Estate Master File Inquiry
10:45 AM 7/14/94

PARCEL- 652920 01

SCH DST- 3-3

COMM CODE-

** GENERAL PUBLIC **

* ACTIVE *

NAME- JOHNSON ROBERT E. & MARGARET J.

NAME2-
ADDR- 205 RICKETTS ROAD

ADDR2
CITY- HAMILTON

STATE- MT ZIP- 59840

LOT BLOCK
SEC TWNSP RANGE
23 6 21

PROPERTY DESCRIPTION
IN S1-2S1-2NESE INDEX 112
CS #4260 PARCEL 3
1.67 AC

LAND CODE- 4
IMPS CODE- 1
OWNER TYPE- 4
DELETE CODE-

** SUBURBAN **
*** GENERAL *** 0
MAIL CODE- C
GEO-CODE #- 14672340127

TAX NUMBER- 7631
CMD4 KEY, RETURN TO MENU

*Robert E. Johnson
Margaret J. Johnson*

On this 25th day of July, 1994, before me the undersigned Notary for the State of Montana, personally appeared Margaret J. Johnson

_____ known to me (or proved to me on the oath of _____) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year first written.



Betty T. Jund
Notary Public for the State of Montana
Residing at Hamilton
My Commission Expires Nov 19, 1994

Voluntary Zoning District Petition

Property Description	Freeholder's Name (Typed or Printed)	Signature (Signed as Shown)	Mailing Address
----------------------	---	--------------------------------	-----------------

Real Estate Master File Inquiry
10:42 AM 7/14/94

PARCEL- 804900 01

SCH DST- 3-3 COMM CODE-

** GENERAL PUBLIC **

* ACTIVE *

NAME- ~~BENJAMIN FRED H & LINDA L~~
 NAME2-
 ADDR- 215 RICKETTS ROAD
 ADDR2
 CITY- HAMILTON

STATE- MT ZIP- 59840

LOT BLOCK
 SEC TWNSP RANGE
 23 6 21

PROPERTY DESCRIPTION
 IN NESE INDEX 27
 CS #888 LESS CS #931
 16.24 AC

LAND CODE- 3
 IMPS CODE- 1
 OWNER TYPE- 4
 DELETE CODE-

* AGRICULTURE *
 *** GENERAL *** 0
 MAIL CODE- C
 GEO-CODE #- 14672340119

TAX NUMBER- 14593
 CMD4 KEY, RETURN TO MENU

Fred H. Springs
Linda L Springs

On this ___ day of _____, 19___, before me the undersigned Notary for the State of _____, personally appeared _____ known to me (or proved to me on the oath of _____) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year first written.

Notary Public for the State of _____
 Residing at: _____
 My Commission Expires _____

Voluntary Zoning District Petition

Real Estate Master File Inquiry
10:42 AM 7/14/94

PARCEL- 652900 01 SCH DST- 3-3 COMM CODE-

** GENERAL PUBLIC ** * ACTIVE *

NAME- DOWLING GREGORY O & KIMBERLY K
NAME2-
ADDR- 248 GERER ROAD
ADDR2
CITY- HAMILTON

STATE- MT ZIP- 59840

LOT BLOCK
SEC TWNSP RANGE
23 6 21
23 6 21

PROPERTY DESCRIPTION
IN N1/2N1/2SESE INDEX 21
IN S1/2S1/2NESE INDEX 21
CS #4260 PARCEL 1
8.50 AC

LAND CODE- 4 ** SUBURBAN **
IMPS CODE- 1 *** GENERAL *** 0
OWNER TYPE- 4 MAIL CODE- C
DELETE CODE- GEO-CODE #- 14672340117

TAX NUMBER- 3970
CMD4 KEY, RETURN TO MENU

Gregory O Dowling *Kimberly K Dowling*

On this ___ day of _____, 19___, before me the undersigned Notary for the State of _____, personally appeared _____

_____ known to me (or proved to me on the oath of _____) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year first written.

Notary Public for the State of _____
Residing at _____
My Commission Expires: _____

Voluntary Zoning District Petition

Real Estate Master File Inquiry
10:44 AM 7/14/94

PARCEL- 625000 01

SCH DST- 3-3

COMM CODE-

** GENERAL PUBLIC **

* ACTIVE *

NAME- ~~WILLIAM WESLEY & RUTH~~

NAME2-

ADDR- 201 RICKETTS ROAD

ADDR2

CITY- HAMILTON

STATE- MT

ZIP- 59840

LOT BLOCK

SEC TWNSP RANGE

23 6 21

PROPERTY DESCRIPTION

IN NESE INDEX 22

CS #4273 TRACT A

1.07 AC

LAND CODE- 4

** SUBURBAN **

IMPS CODE- 1

*** GENERAL ***

0

OWNER TYPE- 4

MAIL CODE- C

DELETE CODE-

GEO-CODE #- 14672340118

TAX NUMBER- 16878

CMD4 KEY, RETURN TO MENU

Wesley Williams

Ruth Williams

On this ___ day of _____, 19___, before me the undersigned Notary for the State of

_____, personally appeared _____

_____ known to me (or proved to me on the oath of

_____) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and

acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year first written.

Notary Public for the State of _____

Residing at _____

My Commission Expires _____

Voluntary Zoning District Petition

Freeholder's Name Signature

Real Estate Master File Inquiry
10:38 AM 7/14/94

PARCEL- 599700 01

SCH DST- 3-3

COMM CODE-

** GENERAL PUBLIC **

* ACTIVE *

NAME- ~~RUSH MAY M~~

NAME2-

ADDR- P O BOX 1713

ADDR2

CITY- HAMILTON

STATE- MT ZIP- 59840

PROPERTY DESCRIPTION

IN NESE INDEX 13

CS #931

1.45 AC

LOT BLOCK

SEC TWNSP RANGE

23 6 21

LAND CODE- 4

** SUBURBAN **

IMPS CODE- 1

*** GENERAL *** 0

OWNER TYPE- 4

MAIL CODE- C

DELETE CODE-

GEO-CODE #- 14672340120

TAX NUMBER- 13433

CMD4 KEY, RETURN TO MENU

May M Rush - 7/20/94

On this ____ day of _____, 19__, before me the undersigned Notary for the State of _____, personally appeared _____

_____ known to me (or proved to me on the oath of _____) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year first written.

Notary Public for the State of _____

Residing at _____

My Commission Expires _____

Voluntary Zoning District Petition

Property Description	Freeholder's Name (Typed or Printed)	Signature (Signed as Shown)	Mailing Address
----------------------	---	--------------------------------	-----------------

Real Estate Master File Inquiry
10:41 AM 7/14/94

PARCEL- 667800 01

SCH. DST- 3-3 COMM CODE-

** GENERAL PUBLIC **

* ACTIVE *

NAME- ~~WILDER ROBERT G & DEL REY~~

NAME2-

ADDR- NW 243 RICKETTS ROAD

ADDR2

CITY- HAMILTON

STATE- MT ZIP- 59840

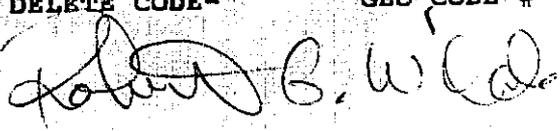
LOT BLOCK
SEC TWNSP RANGE

PROPERTY DESCRIPTION
E 330' OF S 330' OF N 660'
OF NESE INDEX 24
2.5 AC

23 6 21

LAND CODE- 4 ** SUBURBAN **
 IMPS CODE- 1 *** GENERAL *** 0
 OWNER TYPE- 4 MAIL CODE- C
 DELETE CODE- GEO-CODE #- 14672340121

TAX NUMBER- 16776
CMD4 KEY, RETURN TO MENU



On this ___ day of _____, 19___, before me the undersigned Notary for the State of _____, personally appeared _____, known to me (or proved to me on the oath of _____) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year first written.

Notary Public for the State of _____
 Residing at _____
 My Commission Expires _____

Voluntary Zoning District Petition

Real Estate Master File Inquiry
10:39 AM 7/14/94

PARCEL- 737100 01

SCH DST- 3-3

COMM CODE-

** GENERAL PUBLIC **

* ACTIVE *

NAME- MC TIGHE, ROBERT B

NAME2-

ADDR- 1120 CUSTER AVENUE

ADDR2

CITY- BILLINGS

STATE- MT ZIP- 59102

LOT BLOCK

PROPERTY DESCRIPTION

SEC TWPSP RANGE

N1/2N1/2NESE INDEX 23

23 6 21

10 AC

LAND CODE- 3

* AGRICULTURE *

IMPS CODE- 1

*** GENERAL *** 0

OWNER TYPE- 4

MAIL CODE- C

TAX NUMBER- 9996

DELETE CODE-

GEO-CODE #- 14672340122

CMD4 KEY, RETURN TO MENU

On this ___ day of _____, 19___, before me the undersigned Notary for the State of _____, personally appeared _____ known to me (or proved to me on the oath of _____) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year first written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

Voluntary Zoning District Petition

Real Estate Master File Inquiry
10:43 AM 7/14/94

PARCEL- 652910 01 SCH DST- 3-3 COMM CODE-
** GENERAL PUBLIC ** * ACTIVE *

NAME- JOHNSON DEAN A
NAME2-
ADDR- 319 10TH AVENUE SW
ADDR2
CITY- GREAT FALLS

STATE- MT ZIP- 59404

LOT BLOCK
SEC TWNSP RANGE
23 6 21

PROPERTY DESCRIPTION
IN N1-2N1-2SESE & S1-2S1-2NESE IND 111
CS #4260 PARCEL 2
8.91 AC

LAND CODE- 4 ** SUBURBAN **
IMPS CODE- 1 *** GENERAL *** 0
OWNER TYPE- 4 MAIL CODE- C
DELETE CODE- GEO-CODE #- 14672340126

TAX NUMBER- 11135
CMD4 KEY, RETURN TO MENU

On this ___ day of _____, 19___, before me the undersigned Notary for the State of _____, personally appeared _____ known to me (or proved to me on the oath of _____) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal the day and year first written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

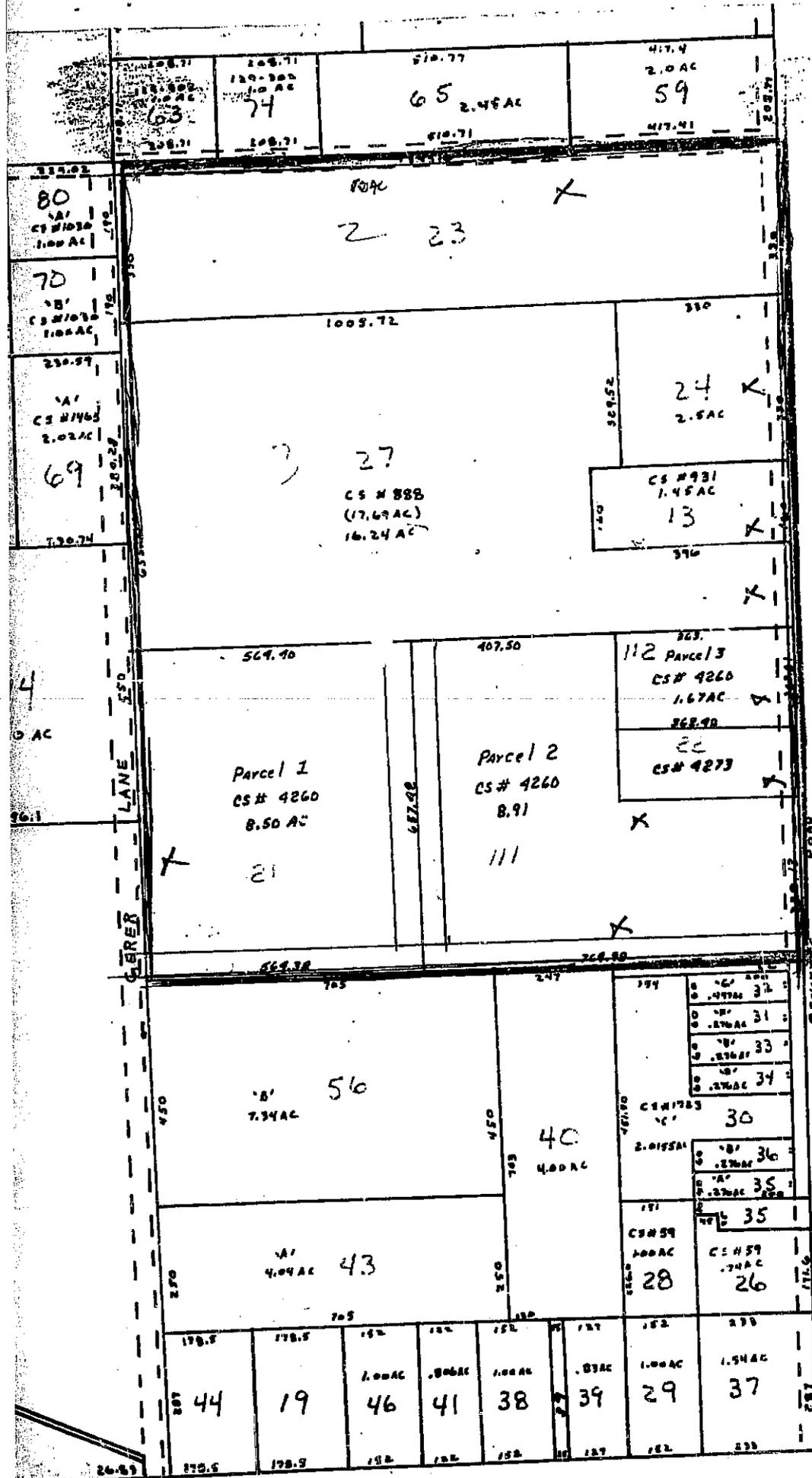
State of Montana)
County of Ravalli)

On this 25th day of July, 1994,
before me the undersigned notary public for the State of Montana, appeared Robert E. Johnson,
Fred H. Springer, Linda L. Springer, Gregory O. Dowling, Kimberly K. Dowling, Wesley
Williams, Ruth Williams, May M. Rush, Robert G. Wilder, Del Rey Wilder, and proved to me
on the oath of Margaret J. Johnson, Margaret J. Johnson
to be the persons whose names are subscribed to the within instrument, and acknowledged to me
that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and
year first above written.



Betty T. Lund
Notary Public for the State of Montana
Residing at Hamilton, Montana
My commission expires Nov 19, 1994



Handwritten notes: 25, 25, 1, 5

Betty's Copy

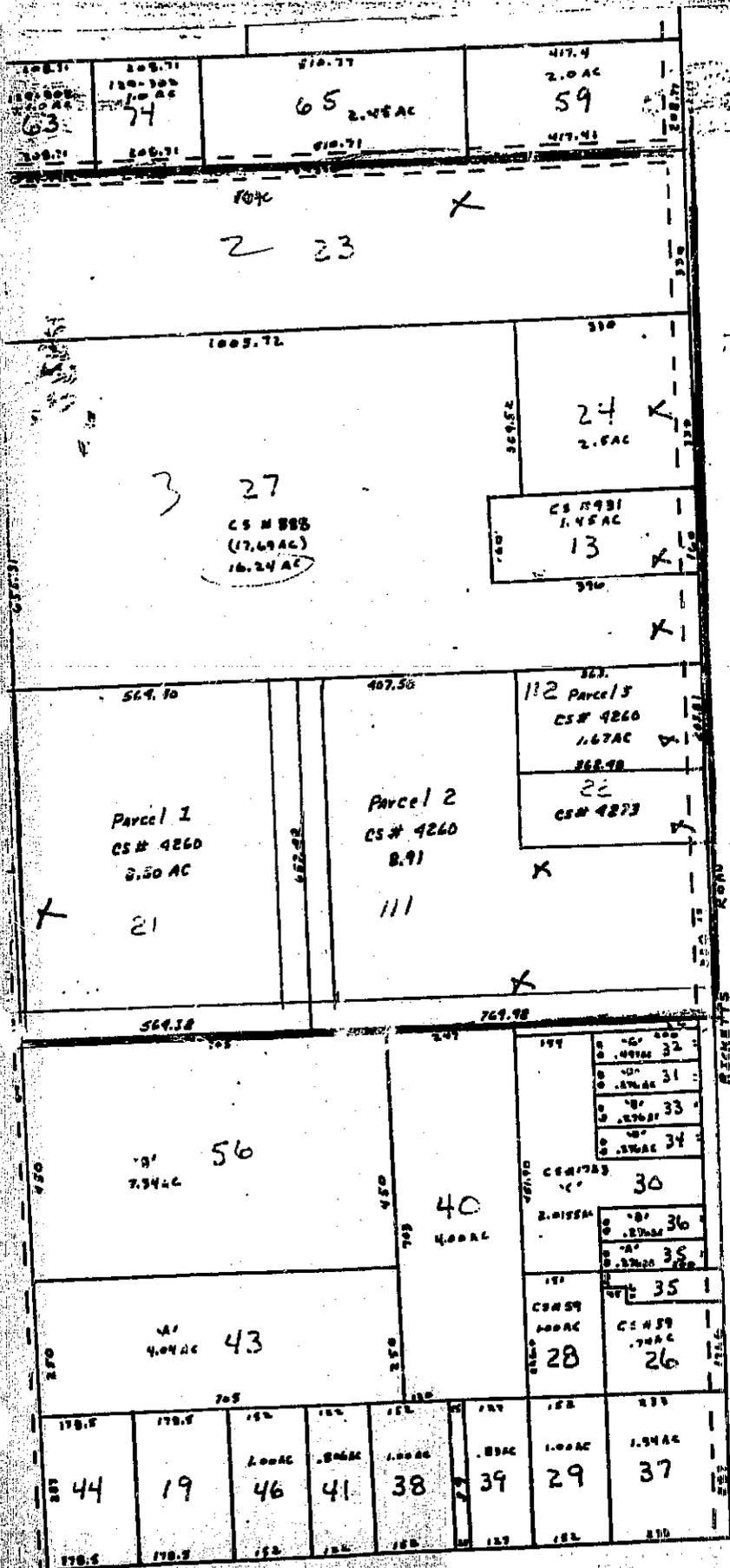
RICKETTS MEADOWS VOLUNTARY ZONING DISTRICT

INDEX 13	MAY A RUSH
INDEX 21	GREGORY O & KIMBERLY K DOWLING
INDEX 22	WESLEY & RUTH WILLIAMS
INDEX 23	ROBERT E MC TAGGART
INDEX 24	ROBERT G & DEL REY WILDER
INDEX 27	FRED H & LINDA L SPRINGER
INDEX 111	NEAL A JOHNSON
INDEX 112	ROBERT E & MARGARET J JOHNSON

I, Betty T. Lund, Ravalli County Clerk & Recorder, do hereby certify that the above listing of freeholders, numbering 13, are shown on our records for the legal description given to us by the Ricketts Meadows Voluntary Zoning District people.

Dated the 15th day of July, 1994

Betty T. Lund Ravalli Co Clerk & Recorder



21-24

C

RICKETTS MEADOWS ZONING DISTRICT

Ricketts Meadows Zoning District is a tract of land located in and being a portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 23, Township 6 North, Range 21 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows;

Beginning at the East $\frac{1}{4}$ corner of said Section 23; thence S88°57'35"W a distance of 1336.03 feet; thence S00°01'45"E a distance of 1,638.30 feet to the SW corner of Tract 1, Certificate of Survey No. 4260; thence N89°29'48"E a distance of 1334.36 feet to the SE corner of Tract 2, Certificate of Survey No. 4260; thence N00°01'05"E a distance of 1,650.65 feet to the point of beginning, containing approximately 50.4 acres.

RICKETTS RD. V2D
PUBLIC HEARING
AUG. 18, 1994

<u>NAME</u>	<u>ADDRESS</u>
Peggy Johnson	205 RICKETTS
Linda Springs	215 RICKETTS
Fred Springs	215 RICKETTS
Russ Johnson	205 RICKETTS

No Opponents were present
The two freeholders not signing did not respond to a packet
of zone information mailed to them.

AFFIDAVIT OF PUBLICATION

STATE OF MONTANA) ss
County of Ravalli)

Shirley Ferris being
duly sworn, deposes and says that

She is the Bookkeeper of the
BITTERROOT STAR, a weekly
newspaper of general circulation,
published in Stevensville,
Ravalli County, Montana, and
that the subjoined notice, a
copy of which is hereto attached,
was published in the regular and
entire issue of said paper for

two successive weeks,
commencing on the 24 day of

Aug 1994
and published on the following dates
thereafter:

31 Aug 1994

Signed Shirley A Ferris

Subscribed and sworn to before me
this 30th day of September 1994

Dawne E. Schmutz

DAWNE E. SCHMAUTZ
NOTARY PUBLIC for the State of Montana
Residing at Stevensville, Montana
My Commission Expires November 3, 1995

NOTICE OF INTENT
TO CREATE A ZONING
DISTRICT

On August 22, 1994, the
BOARD OF COUNTY COM-
MISSIONERS, Ravalli
County, passed a resolution
of intent to create the Rick-
etts Meadows Zoning District
as described below.

The district is intended
to provide for and assure ru-
ral and semi-rural develop-
ment of land and the contin-
ued use and establishment
of suitable agricultural activi-
ties and to maintain water
quality throughout the dis-
trict.

Copies of the proposed
regulations are on file at the
office of the Clerk and
Recorder at the Ravalli
County courthouse.

For thirty (30) days after
the first publication of this
notice, August 24, 1994, the
BOARD OF COUNTY COM-
MISSIONERS will receive
written protests to the cre-
ation of this zoning district or
to the zoning regulations
from persons in the district
whose names appear on the
last completed assessment
roll of the County.

LEGAL DESCRIPTION
OF THE RICKETTS MEAD-
OWS ZONING DISTRICT:

Beginning at the East
1/4 corner of said Section
23; thence S 88 degrees
57'35"W a distance of
1336.03 feet; thence S00
degrees 01'45"E a distance
of 1,638.30 feet to the SW
corner of Tract 1, Certificate
of Survey No. 4260; thence
N 59 degrees 29'48"E a dis-
tance of 1334.36 feet to the

SE corner of Tract 2, Certifi-
cate of Survey No. 4260;
thence N00 degrees 01'05"E
a distance of 1,650.65 feet
to the point of beginning,
containing approximately
50.4 acres.

/s/ Steven D. Powell,
Chairman, Ravalli County
Commissioners.
BS 8/24 & 8/31/94.



**NOTICE OF INTENT
TO CREATE A ZONING
DISTRICT**

On August 21, 1994, the BOARD OF COUNTY COMMISSIONERS, Ravalli County, passed a resolution of intent to create the Ricketts Meadows Zoning District as described below.

The district is intended to provide for and assure rural and semi-rural development of land and the continued use and establishment of suitable agricultural activities and to maintain water quality throughout the district.

Copies of the proposed regulations are on file at the office of the Clerk and Recorder at the Ravalli County courthouse.

For thirty (30) days after the first publication of this notice, August 24, 1994, the BOARD OF COUNTY COMMISSIONERS will receive written protests to the creation of this zoning district or to the zoning regulations, from persons in the district whose names appear on the last completed assessment roll of the County.

**LEGAL DESCRIPTION
OF THE RICKETTS MEADOWS
ZONING DISTRICT:**

Beginning at the East 1/4 corner of said Section 23; thence S 88 degrees 57'35"W a distance of 1336.03 feet; thence S00 degrees 01'45"E a distance of 1,638.30 feet to the SW corner of Tract 1, Certificate of Survey No. 4260; thence N 89 degrees 29'48"E a distance of 1334.36 feet to the SE corner of Tract 2, Certificate of Survey No. 4260; thence N00 degrees 01'05"E a distance of 1,650.65 feet to the point of beginning, containing approximately 50.4 acres.

/s/ Steven D. Powell,
Chairman, Ravalli County
Commissioners.

BS 8/24 & 8/31/94.

AFFIDAVIT OF PUBLICATION

STATE OF MONTANA) ss
County of Ravalli)

Shirley Ferris being
duly sworn, deposes and says that
she is the Bookkeeper of the
BITTERROOT STAR, a weekly
newspaper of general circulation,
published in Stevensville,
Ravalli County, Montana, and
that the subjoined notice, a
copy of which is hereto attached,
was published in the regular and
entire issue of said paper for

two successive weeks,
commencing on the 3 day of

Aug 1994
and published on the following dates
thereafter:

10 Aug 1994

Signed Shirley A Ferris

Subscribed and sworn to before me

this 2nd day of September 1994

Dawne E. Schmautz

DAWNE E. SCHMAUTZ
NOTARY PUBLIC for the State of Montana
Residing at Stevensville, Montana
My Commission Expires November 3, 1995

PUBLIC HEARING

The Board of County
Commissioners will hold a
public meeting in their office
in the Courthouse at 2:00
p.m., August 18, 1994, to
take comment on a petition
to create the Picketts Mead
owa Voluntary Zoning District
being described as a portion
of the E 1/2 SE 1/4 Section
23, Township 6 North, Range
21 West, P.M.M., Ravalli
County, Montana, and being
more particularly described
as follows:

Beginning at the East
1/4 corner of said Section
23; thence S 88 degrees
57'35"W a distance of
1336.03 feet; thence S00
degrees 01'45"E a distance
of 1,638.30 feet to the SW
corner of Tract 1, Certificate
of Survey No. 4260; thence
N 89 degrees 29'48"E a dis-
tance of 1334.36 feet to the
SE corner of Tract 2, Certifi-
cate of Survey No. 4260;
thence N00 degrees 01'05"E
a distance of 1,650.85 feet
to the point of beginning,
containing approximately
50.4 acres.

Copies of the proposed
regulations for the District
are available at the Commis-

sioners' Office.
/s/ Steven D. Powell,
Chairman, Ravalli County
Commissioners.
BS 8/3 & 8/10/94.

Exhibit 1.
Perimeter Description of District

Ricketts Meadows Zoning District is a tract of land located in and being a portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 23, Township 6 North, Range 21 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows;

Beginning at the East $\frac{1}{4}$ corner of said Section 23; thence S88°57'35"W a distance of 1336.03 feet; thence S00°01'45"E a distance of 1,638.30 feet to the SW corner of Tract 1, Certificate of Survey No. 4260; thence N89°29'48"E a distance of 1334.36 feet to the SE corner of Tract 2, Certificate of Survey No. 4260; thence N00°01'05"E a distance of 1,650.65 feet to the point of beginning, containing approximately 50.4 acres.

Exhibit 2.
Map of District

