

Recorded August 21, 1978 Recorder's Fee No. 12567
Book 648, Page 740

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 1st day of August, 1978, by DARWIN HAMILTON of Kalispell, Flathead County, Montana, hereinafter referred to as DECLARANT; WITNESSETH: WHEREAS, DECLARANT is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting said real property so described in Clause I to the restrictions, covenants and conditions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW THEREFORE, DARWIN HAMILTON, being the owner of all of the real property so described in Clause I, hereby declares that the real property described in and referred to in Clause I hereof, is and shall be held, transferred, sold and conveyed subject to the restrictions, covenants and conditions, and reservations hereinafter set forth:

DEFINITION OF TERMS

"Building Site" shall mean any lot, or portion thereof, or two or more continuous lots in a single ownership, and upon which a building or dwelling may be erected in conformance with the requirements of these covenants.

"Developer" shall mean the Declarant herein, DARWIN HAMILTON.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any building site situated within Meadow Hills, including buyers under a Contract for Deed and Contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

CLAUSE I

Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold, subject to the restrictions, covenants and conditions with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration, is located in the County of Flathead, State of Montana, and is more particularly described as follows, to-wit:

Lots 1 through 47 of Meadow Hills, according to the map or plat thereof on file and of record in the Office of the county Clerk and Recorder, Flathead County, Montana. No other property, other than that described above, shall be subject to this Declaration, except as such additional property may hereafter be specifically made hereto in whole or in part.

The developer, either individually, or joining with other persons, may from time to time subject additional real property to the conditions, covenants and restrictions hereinafter set forth in whole or in part, by appropriate reference hereto.

CLAUSE II

Purposes

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions and reservations hereby declared, to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as is practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon, with appropriate locations on building sites; to secure and maintain property setbacks from streets and lot lines and adequate free spaces between structures, and in general to provide adequately for the highest type and quality of improvements made by purchasers of building sites therein, and thereby to secure to each building site owner, the full benefit and enjoyment of his property.

CLAUSE III

Covenants, Conditions. Restrictions and Reservations

1. Land Use and Building Type: The covenants contained in this Clause III shall apply to all of the property hereinabove described in Clause I, which shall be residential building sites only, and shall be used only for residential purposes, and for no commercial purposes whatsoever, excepting only that a water well, pump house, reservoir and other appurtenances relating to the maintenance and operation of a community water system may be placed upon and within such building sites within Meadow Hills as the developer may decide upon. No improvement or structure whatever, other than one first-class, single family dwelling house, and customary out-buildings, garages or carports, may be erected or maintained on any building site. All building and

improvements shall be constructed of new materials, and no building or structure of any kind may be moved from another location and placed on any building site.

2. Reservation of Powers: For the purpose of further insuring the development of the real property hereinabove described, in accordance with the purposes set forth herein, the developer reserves the right and power to control the buildings, structures and other improvements placed on each building site. The developer further reserves the specific right to grant, transfer and convey all his rights to enforce all covenants, conditions, restrictions and reservations to any home owners' committee, association, club or corporation which may hereafter be formed for the purpose of providing community services within Meadow Hills, at such time as in his judgment, such home owners' committee, association, club or corporation is capable to undertake the obligation of enforcing them, and providing for such community service. Upon such conveyance and grant, such committee, association, club or corporation shall have and shall succeed to all rights and duties with the same powers as reserved by developer herein.

3. Architectural Control: No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plat plan showing the location of the structure have been approved in writing, as to quality of workmanship and materials, harmony of external design with existing or planned structures, and as to location with respect to interference with other building site owners, topography and finish grade elevation, by developer, or his designated representative hereafter to be formed pursuant to the provisions of Paragraph 2 immediately above. In the event developer or his designated representative or any homeowners' association fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to him, such approval will not be required, and this covenant will be deemed to have been fully complied with.

4. Dwelling Size: No dwelling or main residential structure in excess of two stories shall be permitted on any building site, nor which does not contain a ground floor area, exclusive of basements, porches and garages, of less than 1000 square feet if the dwelling is one story, nor less than 800 square feet on the first floor if the dwelling be of two stories.

5. Building Location: The location of any building under any circumstances on any building site shall be such that no portion of said building shall be closer than thirty feet to any street lot line, nor closer than ten feet to any inside lot line of any such building site.

6. Subdivision: No building site shall be subdivided in any units of less than one full lot, according to the plat of Meadow Hills, for any purpose.

7. Construction Time: The construction of any building erected, placed or permitted to remain on any building site shall be completed within one year from the date of commencement of construction.

8. Temporary Structures and Mobile Homes: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently.

9. Signs: No sign of any kind shall be displayed to the public view on any building site, excepting only that there may be maintained a single sign of not more than three square foot dimensions advertising the property for sale or rent, or such signs used by a builder to advertise the property during the construction and sales period.

10. Nuisances: No noxious or offensive activity shall be allowed or carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. Oil and Mining Operations: No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any building site. No derrick or other structure designed for use in boring oil or natural gas shall be erected, permitted or maintained upon any building site.

12. Animals, Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and are not kept in unreasonable numbers. All such animals shall be contained within the boundary of the owner's building site.

13. Garbage and Refuse Disposal: No building site shall be used or maintained as a dumping ground for rubbish. All trash, junk, garbage or other waste shall be kept in sanitary containers. All containers for the disposal of such material shall be kept in a clean and sanitary condition, and all building sites shall be kept free of debris, trash, fire hazards and unsightly materials and objects of all kinds.

14. Sewage Disposal: No individual sewage disposal system shall be permitted on any building site unless such system is designated, located and constructed in accordance

with the requirements, standards and recommendations of the Montana State Board of Health, and Flathead County Board of Health, or their successors, and unless said sewage disposal system consists of a septic tank of proper size and cesspools and drain fields as required by the Montana State board of Health.

15. Letter and Delivery Boxes: No letter or delivery box shall be maintained on any building site without approval of the developer or his assigns, as to its location, color, size and design.

16. Water Supply: No individual water supply system for human consumption shall be permitted on any building site, unless a community water system cannot be provided, and in that event, no such system shall be maintained unless it is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Montana State board of Health, and Flathead County Board of Health, or their successors.

17. Reservation of Easement: The developer reserves and excepts from the real property hereinabove described, an easement over and across all of the property herein subjected to this Declaration for the purpose of construction, installation and maintenance of public utilities, such easement being more specifically described and depicted in the map or plat of Meadow Hills, hereinabove referred to, and developer does further reserve the specific right to grant, transfer and convey such easement to any home owner's committee, association, club or corporation which may hereafter be formed, as hereinabove referred to.

18. Assessments: The owner or occupant of each and every lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees to pay annually his pro rata share of the cost of maintaining any community water system which may be installed to serve Meadow Hills, together with the cost of providing other reasonable and necessary public services as may be decided upon by owner, or any home owners' committee, association, club or corporation which may hereafter be formed, which services may include, but are not limited to, fire protection, police protection and garage collection.

The owner or purchaser of any building site, by acceptance of the deed or contract for purchase of any building site within Meadow Hills, whether or not it shall be so expressed in said deed or contract, is deemed to covenant and agree to promptly pay assessments when the same become due.

Each assessment shall be the personal obligation of the owner or purchaser of each building site as of the date of assessment. This personal obligation shall not pass to successors in title, unless and until expressly assumed by them.

19. Home Owners Organization: The owner or occupant of each and every building site, by acceptance of title hereto, or by taking possession thereof, covenants and agrees for himself or themselves, his or their heirs, successors or assigns, that he, she or they will become and remain a member of a home owners' committee, association, club or corporation which may hereafter be formed for the purpose of planning and providing community services within Meadow Hills, and by accepting the conveyance of or occupying any building site, each building site owner or occupant binds himself, herself or themselves to abide by the Articles of Incorporation, By-Laws, rules or regulations of any such home owners' committee, association, club or corporation which may be so formed and agrees to pay such organization such dues and assessments as its Board of Directors or ruling committee shall fix and determine, and further covenants and agrees to participate fully in such organization in the construction or maintenance of all community improvements which may include, but are not limited to, the operation of a community water system, and such owner or occupant of each and every building site further agrees that additional real property is subdivided and subjected to the conditions, restrictions, covenants and reservations herein contained.

CLAUSE IV

General Provisions

1. Terms: These covenants are to run with the land, and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the owners of the building sites has been recorded agreeing to change said covenants in whole or part.

2. Amendment: This Declaration may be amended by an instrument signed by the owners of two-thirds (2/3) of the building sites within Meadow Hills which has been properly recorded, agreeing to such amendment.

3. Enforcement: Any owner, or any home owners committee, association, club or corporation which may be formed, shall have the right and option to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. The method of

enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by any owner or any such association to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

4. Severability: Invalidation of any one of these covenants by judgment or Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the DECLARANT hereinabove named, has hereunto set his hand and seal the day and year hereinabove first written.

SIGNED, SEALED AND ACKNOWLEDGED

MEADOW HILLS SUBDIVISION AMENDMENTS TO the MEADOW Hills
DECLARATIONS OF CONDITIONS, COVENANTS AND RESTRICTIONS which were
originally recorded August 21. 1978. Recorder's Fee No. 12567, Book 648, Page 740.

Amendments below were adopted by quorum vote of Meadowhills Homeowners on
August 10, 1988.

Clause III: Covenants, Conditions, Restrictions and Reservations

A. Increase main floor building requirements from 1000 ft to 1200 ft.

B. Two car garage must be attached to the house and not placed under the main floor.

C. Decking - if the front door is higher than 3 feet off the ground, 100 sq. Ft. of decking is required to be constructed on the main landing on the house.

D. Landscaping - the architectural board may require finished grade and/or landscaping to at least include front lawn and possibly one or two trees.

E. The following building designs are not allowed in this subdivision:

QUONSET, LOG HOME, HEXAGON, DOME, A-FRAME

OR MOBILE HOME STRUCTURES All designs must be approved by the full board at least two weeks prior to the start of any building. This approval must be sought in advance prior to any digging or ground breaking so that the board has time to consider

each new plan. If contractor starts to build before a full Board has reviewed the plans, the contractor will be shut down and any holes will be filled at the cost of the contractor.;

F. The architectural board has full authority to make any technical changes so as to keep the construction in harmony with the neighborhood.

G. All vacant lots must be burned or mowed each year. If they are not, the Board has the full authority to hire the county to come and mow and the lot owner will be charged for that amount.

H. There are to be no junk cars setting in front of any house or in full view. Large commercial vehicles are forbidden.

I. This is a single family dwelling residential neighborhood and no more than one family is allowed to live in a dwelling for rental purposes. This includes renting out a portion of a house to another person or family.

J. Firewood is not to be stacked openly in front of the house.

K. Animals must be kept confined to the property boundaries of the owner. If pets are excessively noisy, owner may be required to muzzle or confine the animals in a quiet place so as to not disturb other neighbors in the neighborhood.