

## **MEADOW HILLS HOMEOWNERS' ASSOCIATION RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Restated Declaration of Covenants, Conditions, and Restrictions (the "Declaration") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023. This Declaration revokes and restates all prior covenants, conditions, and restrictions, including, but not limited to those recorded as recorder's fee no. 12567, book 648, page 740, document no. 9433616590, and document no. 0733112580, records of Flathead County, Montana, except for the following easement in Recorder's Fee No. 12567:

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 homeowner's committee, association, club or corporation which may hereafter be formed, as hereinabove referred to.

**1. THE PROPERTY.** This Declaration binds the real property described in the attached Exhibit A (the "Property"), Flathead County Plat Maps, Meadow Hills Subdivision, units 1 and 2.

**2. AMENDMENT.** The owners of the Property have approved this Restated Declaration by a two thirds ( $\frac{2}{3}$ ) vote.

**3. DECLARATION.** Commencing on the date of recording this Declaration, the Property, which is commonly known as Meadow Hills, shall be held, sold, used, and conveyed subject to the covenants, conditions, and restrictions herein, which shall run with the title to the Property. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns; and to their tenants, invitees, and guests.

#### **4. DEFINITIONS.**

4.1 Association. "Association" is the Meadow Hills Homeowners' Association, or any successor organization.

4.2 Lot. A "Lot" is each platted Lot of the Property.

4.3 Owner. "Owner" is any record owner of the Property.

4.4 Property. "Property" is the real property described in Exhibit A.

**5. PURPOSE, USE, AND ACTIVITIES.** The following protective covenants, conditions, and restrictions (CCR's) are designed to provide a uniform plan for the ownership, use, and development of the Property.

5.1 Land Use. The Property shall be used for residential purposes only and not for any commercial purpose except: a) A water well, pump house, reservoir and other appurtenances relating to the maintenance and operation of a community water system may be placed, maintained and regulated on Lot 47. b) Home occupations as defined by Flathead County Zoning Regulations are permitted if they do not increase traffic, noise, or create a nuisance.

5.2 Building Type. Only one single family dwelling, along with customary outbuildings such as a garage, carport and/or shed, may be erected and maintained on any Lot. All buildings, patios, decks, fences and improvements shall be constructed of new materials. All homes constructed after the date of this Declaration must have an attached or detached two car garage. The following building designs are not allowed: Quonset, log home, hexagon, dome, a-frame, and mobile home structures.

5.3 Rentals. The Property is zoned as R-2 One Family Limited Residential. The renting of a dwelling or portion of a dwelling will be limited to only one family or person.

5.4 Architecture. No house or dwelling intended for residential use shall be erected, placed, or altered on the property until the site plan has been approved in writing by the Board of Directors of the Association. Owner requests shall be submitted to the Board in writing at least 120 days prior to the planned building or building placement and shall include the site plan and exterior elevations of all structures. The Board may appoint an architecture committee to review requests. The Board will respond in writing within 90 days of receiving a written request.

5.5 Dwelling Size. Dwellings or main residential structures on any Lot shall not be more than two stories high. The ground floor area, exclusive of basements, porches, and garages, must be at least 1,200 square feet if the dwelling is one story and at least 800 square feet on the first floor if the dwelling has an upper floor. This section does not apply to any building constructed prior to the date of this Declaration.

5.6 Building Location. Buildings shall be located at least 30 feet from any street or Lot boundary. The Board may approve a setback that is less than 30 feet from a lot line if a 30 foot setback is not feasible given the size and topography of a Lot. This section does not apply to any building constructed prior to the date of this Declaration.

5.7 Subdivision. No Lot may be further subdivided.

5.8 Construction Time. Construction (including remodeling and exterior landscaping) of any building shall be completed within one year from the date construction commences.

5.9 Other Structures. Trailers, campers, tents, shacks, barns, sheds, and other outbuildings, or other similar structures, shall not be used on any Lot at any time as a permanent residence. These structures may be used for: a) brief recreational purposes. b) brief visitor stays when approved by the Owner.

5.10 Signs. No sign of any kind shall be displayed to the public view on the Property except there may be one temporary sign of an industry standard size advertising a Lot for sale; for rent; or during construction.

5.11 Nuisances. No noxious or offensive activity shall occur on the Property. Any activity that becomes an annoyance or nuisance to the neighborhood shall not be allowed.

5.12 Animals. No animals, livestock and poultry of any kind shall be raised, bred, or kept on any Lot, except as provided in this section 5.12. Cats, dogs, and other small household pets (including service animals) may be kept but may not be bred for an ongoing commercial purpose. All pets and service animals must be controlled within the Owner's Lot. No pet or service animal shall excessively bark or otherwise cause a nuisance or disturbance. Owners must clean up after their pets and service animals.

5.13 Garbage and Refuse Disposal. The Property shall not be used or maintained as a dumping ground for garbage. All trash, junk, garbage, and other waste shall be kept in clean and sealed containers. The Property shall be kept free of any fire hazards including brush and burn piles. Firewood shall not be stacked in front of any dwelling.

5.14 Sewage Disposal. All individual sewage disposal systems shall be designated, located, and constructed in accordance with any applicable local, city, state, and county ordinances, regulations, standards, laws, statutes, and other rules.

5.15 Mail and Delivery Boxes. Mail or delivery boxes shall be in a customary location and shall be a color, size, and design that is in conformity with existing boxes.

5.16 Maintenance. Each Owner of a Lot shall provide exterior maintenance of the Lot and all structures on the Lot, including the driveway, to keep the Lot in good repair. This includes painting; repairing structures; maintaining the lawn and grounds; and snow removal. Undeveloped Lots shall be mowed at least twice a year. All weeds shall be eradicated or controlled and all Owners shall follow any weed management plan adopted by the Association.

5.17 Water Supply. In order to ensure an appropriate water supply for all Lots, Owners shall follow the watering schedule established by the Meadow Hills Water and Sewer District. No individual water supply system for human consumption shall be permitted on any Lot unless a community water supply system cannot be provided. In this event, Owners shall establish and maintain a system in accordance with any applicable local, city, state, and county ordinances, regulations, standards, laws, statutes, and other rules.

5.18 Vehicles. Recreational vehicles, commercial vehicles, boats, trailers, and inoperable/junk vehicles must not be parked on the street and in the front yard. Each Lot must have designated parking space for vehicles so they are not parked on lawns or in the street.

5.19 Utilities. All utilities must be underground.

5.20 Roads. Roads on the Property are county roads and are subject to state of Montana and Flathead County vehicle rules and regulations.

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

5.22 Additional Rules. The Association may adopt rules governing construction; trash and debris removal; sanitary facilities; parking areas; restoration of damaged areas; fire protection; and other construction activities.

**6. HOMEOWNERS' ASSOCIATION.** Each Owner is a member of the Association which is a Montana nonprofit corporation. Each owner is bound by the Bylaws adopted by the Association and any administrative rules and regulations adopted pursuant thereto.

6.1 Each Lot shall have one vote as designated in the Bylaws.

6.2 The Association shall be responsible for necessary maintenance and improvement of any real or personal property conveyed to the Association; maintaining liability insurance; maintenance of any facilities controlled by the Association; enforcing these Covenants, Conditions, and Restrictions; and for architectural review.

6.3 The Board of Directors shall establish and collect annual assessments and fees in an amount sufficient to meet the annual expenses of the Association pursuant to an approved budget as specified in the Bylaws.

6.4 The Board of Directors may also assess special assessments to be used to meet any deficiency that may result from any inadequate estimated cash requirement; unbudgeted expenses; or as a result of delinquencies in the payment of assessments, fines, and fees by Members.

6.5 The Board of Directors may also assess individual assessments against any Owner for all fees, fines or other amounts owed by the Owner as a result of violating any terms of the Covenants, Conditions, and Restrictions; Bylaws; any administrative rules and regulations adopted by the Association; and any other liability, indebtedness, or other obligation of the Owner to the Association.

6.6 Each Lot shall be assessed an equal share of annual and special assessments. Individual assessments shall be assessed against the Owner incurring such cost or expense.

6.7 The Board may establish a billing and payment schedule for annual and special assessments.

6.8 Each Member is obligated to pay the annual and special assessments, and any individual assessments, which shall be a lien on the Lot against which the assessment was made. No Member may exempt himself or herself from liability for assessments by waiver or lease of

the use or enjoyment of their Lot.

6.9 All successors to a Lot will be jointly and severally liable with the prior Owner or Owners thereof for all unpaid assessments, interest, late charges, costs, expenses, and attorneys' fees against such Lot, without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor.

6.10 Any installment of any assessment that is not paid within 30 days after its due date will be delinquent. If any installment of an assessment becomes delinquent, the Association, in its sole discretion, may take any or all the following actions:

- (a) Assess a late payment penalty for each delinquency at uniform rates set by the Board of Directors from time to time;
- (b) Charge interest from the date of delinquency at the rate of 10% per annum;
- (c) Suspend the voting rights of the Member during any period of delinquency;
- (d) Record a lien against the Property; and/or
- (e) Bring an action at law against any Member personally obligated to pay the delinquent assessment charges.

6.11 The Association shall have such other authority as is reasonably necessary to carry out its obligations under these Covenants, Conditions, and Restrictions; Bylaws; administrative rules and regulations; and to perform all other lawful acts in support of such functions.

## **7. EASEMENTS.**

7.1 The Property will be subject to all easements shown on any recorded Plat and to any other easements of record or of use as of the date of recording this Declaration.

7.2 A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all private roadways on the Property in the proper performance of their duties.

7.3 There is hereby created a general easement upon, across, over, in, and under the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, gas, telephone, electrical, and cable. By virtue of this easement, it will be expressly permissible and proper for the companies providing utility services to install and maintain necessary equipment on the Property and to affix and maintain utility pipes, wires, circuits, conduits, and other equipment under the Property. Any utility company using this general easement will use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners or the Association; will complete its installation and maintenance activities as promptly and expeditiously as reasonably possible; and will restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, the Association will have, and is hereby given, the right and authority to grant such easement upon, across, over, or under any part or all the Property without conflicting with the terms of this Declaration. This general easement will in no way affect, void, extinguish, or modify any other recorded easement on the Property.

7.4. The Association, acting through the Board of Directors, has the right to establish, by declaration or otherwise, utility, and other easements, permits, or licenses over the private roadways in the subdivision, for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, fire suppression, and parking areas, and to create other reservations, exceptions, and exclusions in the interest of the Owners and the Association.

7.5 There is hereby granted to the Association a general easement upon, across, over, in, and under the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions that the Association is obligated or allowed to perform pursuant to this Declaration and the Bylaws.

7.6 All conveyances of Lots hereafter made, will be construed to grant and reserve the easements contained in this Section 7, even though no specific reference to such easements or to this Section 7 appears in the instrument for such conveyance.

**8. ENFORCEMENT.** The Association shall have the option and right to enforce, by any proceedings at law or in equity, all covenants, conditions, and restrictions; Bylaws; administrative rules and regulations; fees and assessments; 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.

**9. AMENDMENT/ TERMINATION.**

9.1 This Declaration may be amended by an instrument signed by Owners representing two thirds ( $\frac{2}{3}$ ) of the total number of authorized votes. Any amendment shall be in writing and shall be recorded with the Clerk and Recorder of Flathead County.

9.2 The provisions of the Declaration shall be binding for a term of 25 years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of 10 years.

**10. GENERAL PROVISIONS.**

10.1 Invalidation of any one part of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. If any provision of this Declaration is superseded by county or other regulations, it shall in no way affect any of the other provisions, which shall remain in full force and effect.

10.2 No failure by a party to insist upon the strict performance of any term herein, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of any term of this Declaration.

10.3 If an action is successfully brought for a violation of this Declaration, reasonable attorney's fees shall be assessed in addition to any other damages.



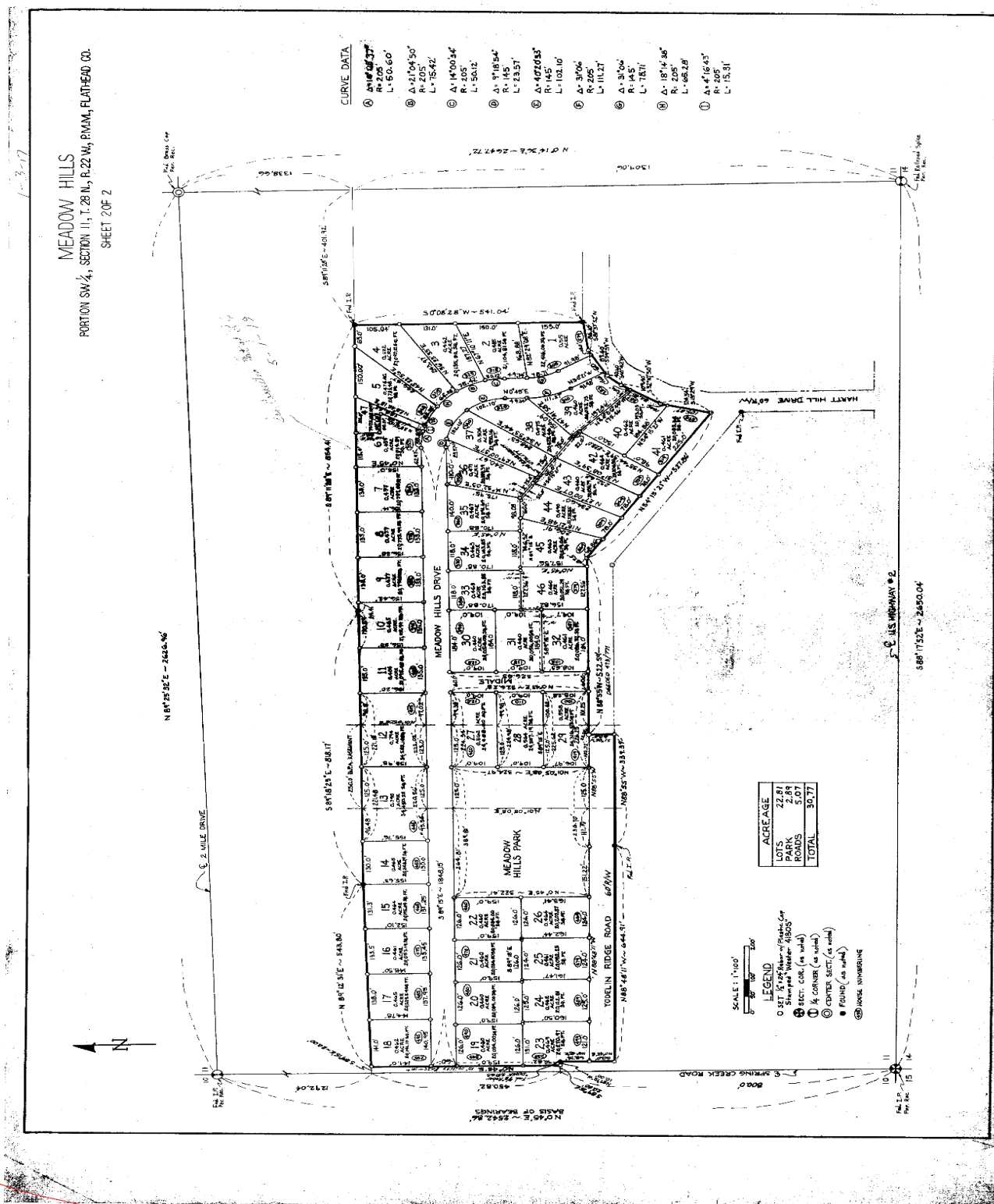


EXHIBIT A, Page 2

MEADOW HILLS UNIT No. 2  
SW1/4, Sec. 11, T28N R22W, Flathead County, Montana

