

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR  
THE MEADOWS SUBDIVISION**

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_ 2023 by **M&J Land Co., LLC**, a Montana limited liability company, of 5233 Blue Heron Drive, Billings, Montana 59106, and

**RECITALS**

A. Declarant is the owner of the following described real property located in Yellowstone County, Montana (the “Real Property”):

Tract 2 of Certificate of Survey No. 2335 located in Section 18, Township 1 south, Range 25 east, Principal Meridian Montana, Yellowstone County, Montana, on file in the office of the Clerk and Recorder of said County, under Document Number 1361108, to be known as The Meadows Subdivision and recorded under Document Number \_\_\_\_\_ in the office of the Yellowstone County Clerk and Recorder.

B. Declarant proposes that the Real Property be developed, sold, and improved pursuant to a common plan of development, and desires to place covenants, conditions, and restrictions upon the Real Property for the benefit of the owners of all the Real Property or any part thereof.

NOW, THEREFORE, Declarant hereby declares that all of the Real Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, and their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE I.  
DEFINITIONS**

As used in this Declaration, the following words and phrases shall have the definition ascribed.

“Association” shall mean The Meadows Homeowners Association, Inc., a Montana nonprofit corporation, and its successors and assigns.

“Board” shall mean the duly elected and qualified members of the Board of Directors of the Association

“Common Facilities” shall mean those areas which are to be improved, repaired, and maintained by the Association for the benefit of all Owners and all tangible and intangible personal property at any time owned or controlled by the Association for the common use and benefit of the Owners.

“Declarant” shall mean M&J Land Co., LLC, and its successors and assigns.

“Declaration” shall mean this Declaration of Covenants, Conditions, Restrictions, and Easements for The Meadows Subdivision, as it may from time to time be amended or supplemented.

“DEQ” shall mean the Montana Department of Health and Environmental Quality.

“Design Review Committee” or “DRC” shall mean the design review committee appointed by Declarant or the Board as provided herein whose function is to review the plans, elevations, designs, and locations of structures, landscaping, and other improvements to be constructed or erected on any Lot.

“Design Standards” shall mean the guidelines and standards for houses, improvements, or other structures to be constructed or installed on any Lot in the Subdivision as set forth in this Declaration, as it may from time to time be amended or supplemented.

“Lot” shall mean a lot as designated on the plat of the Subdivision recorded from time to time in the office of the Clerk and Recorder of Yellowstone County, Montana.

“Mortgage” shall mean a Mortgage, Deed of Trust, or Trust Indenture.

“Mortgagee” shall mean a Mortgagee under a Mortgage, as well as a Beneficiary under, or holder of, a Deed of Trust or Trust Indenture.

“Occupant” shall mean a lessee or licensee of an Owner, or any other person or entity (other than an Owner) in lawful possession of a Lot and all or any improvements thereon with the permission of the Owner.

“Owner” shall mean any person or entity which is the record owner of fee simple title of any Lot, including buyers under a contract for deed, but excluding any entity or person who holds such interest as security for the payment of an obligation, other than a contract seller, Mortgagee, or other security holder in actual possession of a Lot.

“Subdivision” shall mean and refer to The Meadows Subdivision, and all Lots and Common Facilities contained therein, all of which are subject hereto.

“Record”, “recorded” or “recordation”, shall mean, with respect to any document, the recording or filing of said document in the office of the Clerk and Recorder of Yellowstone County, Montana.

“Road” or “Roads” shall mean any driveway, street, highway, road, or thoroughfare within or adjacent to the Subdivision and shown on any recorded subdivision plat, or record or survey, whether designated thereon as driveway, street, avenue or road.

“Screened from View” shall mean, with respect to any given object on a Lot, that the object is screened by a fence, hedge, or other decorative improvement such that the object is not or would not be visible to a person six (6) feet tall, standing on any part of any adjacent Lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

## **ARTICLE II. SUBJECT PROPERTY**

**Section 2.1 General Declaration.** Declarant hereby declares that all of the Subdivision more particularly described above, and all Lots therein are, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved, or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions, and restrictions set forth herein are declared and agreed to be in furtherance of a general plan for the Subdivision and for improvement and sale of the Subdivision, and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision and every part thereof. All the covenants, conditions, and restrictions shall run with all of the Subdivision and the Lots therein for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners, Occupants, and their successors in interest as set forth in this Declaration.

**Section 2.2 Subdivision of Lots.** None of the Lots within the Subdivision shall be subdivided, re-subdivided, split, altered, or reduced in size in any way or manner whatsoever. The foregoing shall not prohibit an adjustment or relocation of common boundary lines between two (2) or more of the Lots, provided that (a) no additional tracts or lots are created in connection therewith, and (b) each such tract or lot affected by such adjustment or relocation has an area (in square feet) equal to at least ninety percent (90%) of the area contained in such tract or lot as set forth and depicted in the original plat of the Subdivision.

## **ARTICLE III. EASEMENTS**

**Section 3.1 Easements Reserved by Declarant for Conveyance to the Association.** Declarant hereby creates and reserves, for conveyance to the Association for the benefit of all Owners, the following easements on the affected Lots in the Subdivision, and said Lots shall be servient to the easements hereby created and reserved as follows:

**3.1.1 Utility Easements.** Those easements and rights-of-way for the purposes of constructing, installing, operating, maintaining, repairing, relocating, and replacing underground utility lines serving any or all the Lots in the Subdivision over, along, on, under, and across those strips of land as shown and depicted on the face of the plat of

The Meadows Subdivision, document number \_\_\_\_\_ on file in the Yellowstone County Clerk and Recorders office.

3.1.2 Well Easements. Those easements and rights-of-way for the purposes of constructing, installing, operating, maintaining, repairing, relocating, and replacing wells serving any or all the Lots in the Subdivision as shown and depicted on the face of the plat of The Meadows Subdivision, document number \_\_\_\_\_ on file in the Yellowstone County Clerk and Recorders office.

3.1.3 Private Road Easements. Those easements and rights-of-way for the purposes of constructing, installing, operating, maintaining, repairing, relocating, and replacing roadways serving any or all the Lots in the Subdivision over, along, on, under, and across those strips of land as shown and depicted on the face of the plat of The Meadows Subdivision, document number \_\_\_\_\_ on file in the Yellowstone County Clerk and Recorders office.

3.1.4 Septic Easements. Those easements and rights-of-way for the purposes of constructing, installing, operating, maintaining, repairing, relocating, and replacing septic and other waste disposal devices serving any or all the Lots in the Subdivision as shown and depicted on the face of the plat of The Meadows Subdivision, document number \_\_\_\_\_ on file in the Yellowstone County Clerk and Recorders office.

3.1.5 Fire Tank Easements. Those easements and rights-of-way for the purposes of constructing, installing, operating, maintaining, repairing, relocating, and replacing fire suppression equipment serving any or all the Lots in the Subdivision as shown and depicted on the face of the plat of The Meadows Subdivision, document number \_\_\_\_\_ on file in the Yellowstone County Clerk and Recorders office.

The foregoing easements and rights-of-way shall be together with the free right of ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing the improvements constructed or installed within the easement in question.

**Section 3.2 Right of Access.** The delegated representatives, or Declarant, shall have the irrevocable right of access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of the Common Facilities accessible therefrom. Such right of access shall be immediate for the purpose of making emergency repairs therein in order to prevent property damage or personal injury. All damaged improvements shall be restored to substantially the same condition in which they existed prior to the damage. All maintenance, repairs, or replacements of any Lot or any structure thereon shall be at the expense of the Owner thereof. All maintenance, repairs, and replacements of the Common Facilities shall be the common expense of all the Owners through assessments by the Association; provided, however, that if such damage is caused by a negligent or tortious act of any Owner or members of such Owners family, or by such Owner's agents, employees, invitees, licensees, or tenants, then such Owner shall be responsible and liable for all such damage. This Declaration establishes no duty upon the

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Association or Declarant to maintain, repair, or replace any Lot or any structure thereon. and vests no rights in Owners or any other person as against the Association or Declarant.

**Section 3.3 Setbacks.** No permanent building, including without limitation a house, garage, carport, shed, or other outbuilding, shall be constructed so that any part of such permanent building encroaches on the area of the Lot within ten (10) feet of an adjacent property line and within forty (40) feet from the edge of any road pavement within the Subdivision boundaries.

#### **ARTICLE IV.**

##### **HOMEOWNERS ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Section 4.1 Organization.** The Association shall be organized upon the sale of seventy-five percent (75%) of the Lots in the Subdivision.

**Section 4.2 Membership.** Every Owner of a Lot in the Subdivision shall, by acceptance of a deed to such Lot, be a member of the Association and shall be irrevocably subject to assessments by the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot.

**Section 4.3 Classes of Members.** The Association shall have one class of member, with the privileges and obligations of such membership defined and set forth in the Articles of Incorporation and Bylaws of the Association.

**Section 4.4 Voting Rights.** The Owner or Owners shall be entitled to one (1) vote of each Lot owned. The vote for any Lot owned by more than one (1) person shall be exercised as such co-owners may among themselves determine, but in no event shall the vote with respect to any Lot exceed the total of one (1) vote per Lot as herein provided.

**Section 4.5 Articles and Bylaws.** This Article IV is intended by Declarant to summarize the privileges and obligations of an Owner as a member of the Association. Declarant, for itself, and each Owner of a Lot by acceptance of a deed thereto shall be bound and shall abide by the additional terms, conditions, and obligations set forth in the Articles of Incorporation and the Bylaws of the Association, as the same may be amended from time to time. If any provision herein contradicts a provision of the Articles of Incorporation or Bylaws of the Association, then the Articles of Incorporation and the Bylaws of the Association shall control.

#### **ARTICLE V.**

##### **ASSESSMENTS OF THE ASSOCIATION**

**Section 5.1 Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest,

costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

**Section 5.2 Purpose of Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners and Occupants of the Subdivision, and for the establishment, improvement, and maintenance of the Common Facilities situated within the Subdivision, including, but not limited to, the payment of insurance on Common Facilities; the maintenance and repair of driveways, roads and easements owned by the Association; the removal of snow from driveways, roads, easements, and parking areas maintained by the Association; the maintenance, repair, replacement, mowing, pruning, and cutting the landscaping within the Common Facilities; the installation, maintenance, repair, and upkeep of irrigation systems serving the Common Facilities; and the cost of labor, equipment, materials, management and supervision with respect to any of the foregoing.

**Section 5.3 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty percent (60%) of the votes entitled to be cast by members who are voting in person or by proxy at a meeting duly called for that purpose. Nothing stated herein shall restrict the right of the Association to provide for the repayment of the special assessment over a term of months or years subsequent to the date of such assessment, and upon terms and conditions it deems appropriate, including the collection of interest on the deferred balance.

**Section 5.4 Notice and Quorum for Action.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 shall be given in writing to all Owners and shall include a summary of the action proposed. If notice is delivered personally, then notice shall be given not less than ten (10) days in advance of the meeting. If notice is given via certified mail or via Email, not less than thirty (30) or more than sixty (60) days in advance of the meeting. At the meeting so called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, then the Association may not act or proceed upon the proposed action for which notice was given, but nothing herein shall preclude the Association from calling another meeting at any time (subject to the foregoing notice requirements) for the same purpose or purposes.

**Section 5.5 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected monthly.

**Section 5.6 Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Facilities from Declarant to the Association, and shall be assessed on a calendar-year basis. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 5.7 Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, but in no event to exceed the maximum rate permitted under Montana law. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against such Owner's Lot in the same manner as a mortgage on real property, and the Association shall be entitled in any such foreclosure proceedings to recover its costs, expenses, and attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Facilities or by abandonment of such Owner's Lot.

**Section 5.8 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. The sale or transfer of any Lot shall not affect the assessment lien whether such lien arises prior to such sale or transfer, or thereafter becomes due. However, the sale or transfer of any Lot pursuant to foreclosure proceedings of any first Mortgage or any proceeding in lieu thereto shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, but shall not relieve such Lot from liability for any assessments thereafter accruing or becoming due or from the lien thereof. Regardless of anything herein to the contrary, the sale or transfer of a Lot pursuant to foreclosure proceedings of any first Mortgage or any proceeding in lieu thereto shall not relieve the Owner or Owners of such Lot from personal liability to pay all assessments, including without limitation all past-due assessments.

## **ARTICLE VI. BUILDING AND USE RESTRICTIONS**

**Section 6.1 Residential Use; Permitted Buildings and Structures.** All buildings and structures shall be used solely for private residential purposes and no building or structure shall be erected, altered, placed, or permitted to remain on a Lot other than the following:

- (a) One (1) single family residence with a private attached or detached garage. No carports shall be permitted on any Lot; and
- (b) One (1) detached accessory building which must be approved in advance (i.e., prior to the commencement of construction) by the DRC.

No Lot or any building or improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing, or business of any description; PROVIDED, HOWEVER, that an Owner or Occupant may have a business office located within the primary residential building constructed on a Lot for the purpose of conducting business remotely but shall not have regular customers or clients visiting in person the Lot or otherwise conduct business in a way that might result in an increase in vehicle or foot traffic in the Subdivision. HOWEVER, M&J Land Co. LLC (The Developer) and/or its affiliate entities may build a model home/office for business. No Lot or building may be used for duplexes, apartment houses, or any other multiple dwelling residences. HOWEVER, onsuites, multigenerational living spaces, and/or additional living spaces whether included in the main dwelling or in a detached accessory building are permitted. No outhouse or privy shall be permitted or maintained on any Lot, except that a chemical toilet shall be permitted on a Lot during the time a house is being constructed thereon. Notwithstanding anything to the contrary, an Owner may use a portion of such Owner's house as a home office provided that such Owner's activities do not interfere with the quiet enjoyment of any other Owner or Occupant.

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**Section 6.2 Buildings Must Be New.** Any building or house erected on any Lot shall be of new construction, and no mobile homes, trailers, old buildings, or manufactured homes shall be placed or moved onto a Lot.

**Section 6.3 Temporary Residence.** No trailers or other living convenience shall be kept on a Lot before or after construction of a house, and no trailer or other living convenience may be used for temporary living quarters at any time. No basement or structure on any Lot may be used for dwelling purposes until after its area, as defined by the foundation, has been completely enclosed according to the Plans (as defined below) and until it has been substantially completed, with sanitary facilities and utilities permanently installed.

**Section 6.4 Driving.** Roads within the Subdivision shall be traveled upon in a safe manner; vehicles must travel within the roadbed of the Roads, yielding to pedestrian traffic. Motor vehicles may only be used on the Lots or on Roads; no motorized vehicles of any type may be used in the park area or an any Common Facilities other than Roads.

**Section 6.5 Storage.** Owners shall not store, automobiles, trailers, boats, snowmobiles, motor homes, recreational vehicles, or other mobile devices in the Subdivision unless inside a fully enclosed garage, shop, or approved out building; or if kept outside of a fully enclosed building the item(s) should be stored on a permanent surface, not protrude past the front of the main dwelling, and should be kept in good working order. Storage is defined as a period exceeding five (5) consecutive days or thirty (30) days cumulatively in any one (1) calendar year.



**Section 6.6 Parking.** Owners shall not park automobiles, trailers, boats, snowmobiles, motor homes, recreational vehicles, or other mobile devices in such a manner as to block sidewalks or driveways and Owners shall not permit any member of their families, guests, or Occupants to do so. Junked or non-operational automobiles, trailers, boats, snowmobiles, motor homes, recreational vehicles, or other mobile devices shall not be parked in a driveway for a period exceeding five (5) consecutive days or thirty (30) days cumulatively in any one (1) calendar year. Junked or non-operational automobiles, trailers, boats, snowmobiles, motor homes, recreational vehicles, or other mobile devices shall not be parked on the Roads in the Subdivision for a period exceeding twenty-four (24) hours or for more than ten (10) days in any one (1) calendar year. Improperly parked vehicles may be removed at the expense of the owner of any such vehicle.

**Section 6.7 Fires.** No Owner or Occupant shall burn refuse on any Lot in the Subdivision. All outdoor fires or other burning is prohibited in the Subdivision except in gas or charcoal grills, barbecues, fireplaces, or fire pits. No Owner shall do any act or permit the continuance of any condition that creates an unnecessary or unreasonable risk of fire.

**Section 6.8 Hunting, Trapping, Firearms, and Fireworks.** Hunting, trapping, and the discharge of any rifle, shotgun, pistol or other firearms shall not be permitted at any time on any Lot or elsewhere within the Subdivision. No fireworks shall be discharged or ignited within the Subdivision, which prohibition shall include, but not be limited to, lawful "safe and sane" types of fireworks.

**Section 6.9 Animals/Pets.** Except as otherwise provided herein, no insects, wild animals, cattle, pigs, poultry, goats, horses, or livestock of any kind shall be raised, bred, or kept on any Lot. Domesticated dogs, cats, birds, or other household pets (collectively, "Pets") which do not unreasonably bother or constitute a nuisance to other Owners may be kept, provided they are not kept, bred, or maintained for any commercial purpose. All Pets must be restricted to their Owner's Lot except when restrained by a leash in the company of such Owner, family member of such Owner, or other person to whom such Owner has given control of such Pet. The Board will give Owner of a Pet that creates a nuisance or disturbance a single warning. Subsequent occurrences will result in the levying of a fine or assessment against such Owner by the Board. Owners shall promptly clean up after their Pets and shall be responsible for repair of all damage caused by their Pets. If an Owner fails to do so, the Board may pay for having the cleanup or repairs done and assess the cost to such breaching Owner as a common expense payable only by such Owner. The Board may at any time limit the number of Pets on any Lot and may withdraw permission for any Pet from any Owner who violates the restrictions of this Section 6.8.

**Section 6.10 Nuisances.** Nuisances or offensive or unlawful activities shall not be carried on, and no Owner or Occupant shall permit anything to be done on any Lot which may become an annoyance or nuisance to the other Owners in the Subdivision.

**Section 6.11 Noise.** Owners and Occupants and their families, guests, and invitees shall exercise care about making noise that may disturb others. No excessive noise of any kind is permitted between the hours of 11:00 p.m. and 7:00 a.m. local time. The Board, after

giving one (1) warning, may fine an Owner who continues to violate this restriction or allow their families, guests, invitees, or Occupants and families, guests, or invitees of any Occupants to do so.

**Section 6.12 Maintenance.** Each Lot and the exterior appearance of all buildings or improvements erected thereon shall be maintained in a clean, neat, and orderly condition at all times.

6.12.1 General Maintenance. Each Owner shall maintain the exterior of all buildings and improvements situated on such Owner's Lot and the accompanying landscaping and grounds in good repair and shall keep the buildings and other improvements painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, and otherwise maintain the same in a neat and aesthetically pleasing condition. All damage to any exterior part of any building or other improvement situated on the Lot shall be repaired as promptly as is reasonably possible.

6.12.2 Unsignliness; Blight. Any exterior or condition on any building or other improvement situated on a Lot which, in the sole discretion of the Board, creates an unsightly or blighting influence shall, upon request by the Board, be corrected or removed, as the case may be, by Owner notwithstanding the fact that such event or condition may not be specifically described or prohibited in this Declaration.

In the event any Owner fails or neglects to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that Owner remedy such condition within thirty (30) days. If such Owner fails or refuses to remedy the condition within the thirty (30) day period, the Association or its designated agents may then enter such Lot and remedy the condition at the expense of Owner. The Association shall send to Owner a bill for the full amount incurred in remedying the condition and Owner shall have thirty (30) days from the date of sending the bill to pay the full amount thereon. Such entry on the Lot by the Association or its agents is not, and shall not be deemed to be, a trespass.

**Section 6.13 Noxious Weeds.** Each Owner shall control noxious weeds on such Owner's Lot. The Association shall control noxious weeds on the Common Facilities.

**Section 6.14 Preservation of Habitat.** No Owner or other person shall be allowed to move or disturb any trees, brush, ground cover, rocks, or other natural features on Common Facilities without prior written consent of the Board.

**Section 6.15 Storm Water Drainage.** Each Owner must keep the barrow pit and all other ditches, swales, and site retention ponds, if any, located upon such Owner's Lot free and clear of weeds, plants and debris that might impede the free flow of storm water. Ditches, swales, and site retention ponds, if any, which are part of the approved storm water management plan may not be filled or changed without the prior written permission of the Board and the DEQ, if necessary.

**Section 6.16 Garbage.** No trash, debris, and organic or inorganic waste shall be permitted to accumulate, on any Lot or any Road adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other Lot shall be used as a dump ground or burial pit. Except on trash collection days, the only allowable outside trash or refuse cans or containers shall be those which are Screened from View by a structure approved by the DRC. Outside incinerators are not permitted. Nothing stated herein shall preclude a central trash collection facility situated on the Common Facilities with the approval of the Association.

**Section 6.17 Signage; Statuary.** No commercial or advertising signs or other advertising devices of any kind or character shall be erected or displayed upon any of the Lots except identification and promotion signs for the Subdivision, signs of an approved type and size displayed to identify the Owners or Occupants of a house, typical political yard signs, signs supporting local students, and directional signs. Any such signs shall first be approved by the DRC. As used herein, the term “sign” shall mean any structure, device or contrivance, electric or non-electric, upon or within which any poster, billboard, bulletin, printing, lettering, painting, device or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed. No Owner may place lawn statues of any kind which are visible from a Road or other Common Facilities or from any other Lot, on such Owners Lot or the Common Facilities without prior written approval of the DRC.

**Section 6.18 Clothes Lines.** No outdoor clothes lines shall be permitted on any Lot or on the Common Facilities.

**Section 6.19 Leasing.** No Owner shall lease the house on such Owner’s Lot for an initial term of less than thirty (30) days. Any lease or rental agreement shall be in writing and shall subject the tenant and all other Occupants to the provisions of this Declaration, the Articles of Incorporation, the Bylaws of the Association, and all rules and regulations adopted by the Association. An Owner shall be responsible for any violations of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and all rules and regulations adopted by the Association by such Owner’s Occupant or Occupants.

## **ARTICLE VII. DESIGN REVIEW**

**Section 7.1 Purpose.** The following protective covenants are designed to provide a uniform plan for the development of the Lots and the Subdivision. The intent of Declarant in establishing these covenants is to create and maintain a residential area with an atmosphere and charm entirely compatible with the natural environment of the Property, and further to provide every practical and legal means to safeguard and protect the interests of all Owners and the stability of the Subdivision.

### **Section 7.2 Design Review Committee.**

**7.2.1 Initial Committee Members.** Until all the Lots have been improved with the construction of a house thereon, the DRC shall have two (2) members. Ed Jorden and Taj Mukadam are the initial members of the DRC. The initial members of the DRC

shall serve until the earlier to occur of (a) their resignation or (b) all the Lots have been improved with the construction of a house. If an initial member of the DRC retires or cannot continue to serve for any reason before all the Lots have been improved, then Declarant, in its sole discretion, shall appoint a replacement committee member.

**7.2.2 Committee Size and Composition.** When all Lots have been improved with a house thereon, the initial DRC members shall be deemed to have resigned and the Association shall appoint members to sit on the DRC. Except as provided herein, the DRC shall consist of three (3) members, at least two (2) of which shall be members of the Association or members of Declarant. It is recommended that at least one (1) of the members have professional qualifications in the area of architecture, design, or land use planning.

**7.2.3 Plan Review.** The DRC shall review all proposed Plans to improve, alter, or otherwise change the external appearance of any buildings, fences, walls, railings, or other improvements on any Lot or the Common Facilities. Owners and Occupants shall not commence any construction, alteration, or other improvements to the exterior of any building in the Subdivision or exterior improvements on any Lot (including without limitation any exterior fences, walls, railings, landscaping, utility line, well, pipe, driveway, or walkway) until the DRC has reviewed and approved in writing the Plans therefor.

**7.2.4 Design Standards.** The DRC has the right to make exceptions to the Design Standards as it shall deem necessary and proper, and shall have the authority to augment, amend, or otherwise modify the Design Standards from time to time, without consent of any Owner and may authorize exceptions to the Design Standards as it sees fit. A majority of the members of the DRC must consent, in writing, to the new or modified standards. New or modified Design Standards shall not be effective until they are recorded with the Yellowstone County Clerk and Recorder, and a copy delivered to each Owner. The DRC shall not have the right to make exceptions to, modify, or amend any of the provisions of this Declaration except as otherwise provided in this Section 7.2.4 with respect the Design Standards.

**Section 7.3 Application for Plan Review.** Before beginning any project that is subject to the review requirement set forth in Paragraph 7.2.3, Owner shall submit to the DRC two (2) sets of Plans (as defined below) for the proposed construction, improvement, or alteration. For purposes of this Declaration, the term “Plans” means the following materials, if applicable, to the proposed construction, improvement, or alteration of the Lot:

**7.3.1 Site Plan.** A site plan showing (a) the location of all improvements to be constructed including, but not limited to, buildings, fences, walls, driveways, parking areas, utilities, outbuildings, decks, and porches; (b) existing topography and contour in relation to the proposed construction, improvements, or alterations and cut and fill excavation requirements; and (c) other pertinent information relating to the proposed construction, improvements, or alterations

7.3.2 Building Plan. A building plan which shall consist of (a) the building dimensions; (b) elevation drawings or sketches of the exterior of the building(s); and (c) information concerning the exterior of the building(s) which shall include samples of all exterior colors, materials, and finishes to be used.

7.3.3 Landscape Plan. A general landscape plan and drawings of proposed landscape features including planting areas, location of existing trees or proposed removal of such, proposed plant types, and drainage plans. The landscape plan can be incorporated into the site plan.

7.3.4 Other Information. The DRC may require Owner to furnish additional specifications, drawings, material samples or such other information as the DRC, in its sole discretion reasonably exercised, shall deem necessary or appropriate for the purpose of assisting it in reviewing the Plans.

#### **Section 7.4 Approval or Disapproval of Plans by Design Review Committee.**

7.4.1 Plan Review. In reviewing the Plans and in reaching a decision of approval or disapproval thereof, the DRC shall use its best efforts and judgment to assure that all construction, improvements, or alterations shall produce and contribute to an orderly and aesthetically complimentary design and appearance, of a quality required to maintain the Subdivision as a first-class residential development. Approval by the DRC shall be based, among other things, on the:

- (a) Design Standards;
- (b) Conformity of Plans to this Declaration;
- (c) Conformity and harmony of external design with neighboring improvements;
- (d) Effects of location and use of proposed improvements on neighboring Lots and the Common Facilities;
- (e) Relation of improvements and finished ground elevations to existing topography and grades;
- (f) Landscaping of the Lot in relation to that of neighboring Lots;
- (g) Facing of the main elevation with respect to adjacent Lots and the Common Facilities; and
- (h) Overall aesthetics of the Subdivision.

7.4.2 No Challenge. Because the review process includes judgments about aesthetics by the DRC and because the aesthetic considerations cannot be clearly defined in this Declaration, the decisions of the DRC will necessarily be subjective in

nature. Each Owner, by acceptance of a deed to a Lot, agrees to accept the aesthetic decisions of the DRC as final and binding, and waives any right to challenge those decisions through legal action.

**7.4.3 Form of Approval.** The DRC may act by a majority of its members and any authorization or approval made by it must be signed by majority of the members thereof. The decision of the DRC may be in the form of an approval, a conditional approval, or a disapproval of the Plans and it shall be in writing, dated and signed by two (2) members of the DRC. A copy of the decision shall be mailed to Owner at the address provided by such Owner with the Plans. The DRC shall take action to approve or disapprove the Plans within fourteen (14) days after they have been submitted to it.

**7.4.4 Effect of Approval.** Upon receipt of the DRC's written approval of a Plan Owner is permitted to commence construction in accordance with the Plans.

**Section 7.5 Variances.** The DRC may waive or grant variances to the Design Standards when, in the sole discretion of the DRC, circumstances such as topography, natural obstructions, aesthetics, environmental considerations, or hardship may so require, or when a proposed improvement does not strictly conform with the Design Standards but meets the aesthetic intent of the Design Standards.

**Section 7.6 Changes to Approved Plan.** Owners must obtain prior written approval of the DRC to make any change to approved Plans if those changes affect the exterior of a building or the landscaping or other exterior improvements. If any Owner deviates or permits a deviation from the Plans approved by the DRC without the DRC's written consent of such deviation and the DRC determines in its sole judgment that the deviation would not have been approved under Paragraph 7.4.1, then Owner shall correct such deviation upon the request of the DRC to conform with the approved Plans.

**Section 7.7 Contractors.** The DRC shall have the right to disapprove any Owner's choice of any construction contractor for the building or installing of any building, shed, kennel, porch, patio, gazebo, excavation, landscaping, bridge, fence, wall, or any other improvement of any kind on any Lot; provided, however, that the grounds for such disapproval shall be only one (1) or both of the following:

- (a) A reasonable belief that the contractor is not financially responsible; or
- (b) Nonconformance by the contractor with approved Plans when previously undertaking construction work on any Lot.

This Declaration establishes no duty upon Declarant, the Association, or the DRC to investigate any contractor's finances or performance, and this Declaration vests no right in Owners, any contractor, or other third party as against Declarant, the Association, and the DRC with respect to approval or disapproval of any contractor.

**Section 7.8 Non-Liability.** The DRC and any of its members or Declarant or any of its members, officers, employees, agents, successors, or assigns shall not be liable to the Association, any Owner, or any other person for any loss, damage or injury arising out of or connected with the performance by the DRC and its members of their duties and responsibilities by reason of a mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve a Plan or Plans. The aforementioned parties assume no responsibility for:

- (a) The structural capacity, safety features, or building code compliance of any improvement;
- (b) Whether or not the location of a proposed improvement is free from possible geologic or natural hazards, or other possible hazards caused by conditions occurring either on or off the subject property;
- (c) The internal operation or functional integrity of any improvement; or
- (d) Any zoning ordinance or building code violations.

An Owner agrees, by acceptance of a deed to a Lot and by submission of Plans to the DRC for approval or disapproval, not to bring any action or suit against the Association, the Board, members of the DRC, or Declarant or its officers, member, employees, agents, successors or assigns to recover damages as a consequence of the design review process set forth in this Article VII.

**Section 7.9 Zoning Requirements.** Owners are alerted that it is their obligation to ascertain and comply with all applicable zoning ordinances or to obtain a variance from those ordinances. This Declaration does not relieve Owners of the obligation to comply with applicable zoning ordinances, and the DRC will not review Plans for compliance with any ordinances.

## **ARTICLE VIII. DESIGN STANDARDS**

### **Section 8.1 Design Buildings.**

**8.1.1 Traditional Design.** The design of all buildings shall be traditional in attitude, the use of traditional forms and design elements (e.g. pitched roofs, columns and arches, trellises, dormers, etc.) is encouraged. There is no requirement for a literal interpretation of a traditional style, but the design of all buildings should address the environment and houses customary to the community.

**8.1.2 Exterior Walls.** Exterior walls of all buildings shall be sided with brick, stone, clapboard, wood, or stucco, although the DRC shall have the right to approve or disapprove the appropriateness of the material choice for each particular situation and may expand the list of allowable materials as new materials become available. Homes with aluminum or vinyl siding or log homes are not permitted.

8.1.3 Roofs. All roofs of all buildings shall be pitched and shall be clad in composite shingles or slate or a slate-composite material or metal, provided that another roof employing other materials will be permitted if architecturally harmonious. Chimneys shall be clad in brick or stone. The use of roof dormers is encouraged in lieu of skylights.

8.1.4 Accessory Buildings and Secondary Structures. All accessory buildings and secondary structures on any Lot shall match the external design and be made of the same basic external material as the primary structure on such Lot.

8.1.5 Minimum House Sizes. The minimum sizes for houses in the Subdivision are as follows:

- (a) Any house constructed thereon must have a minimum of 1,800 square feet on the main level, and shall have a minimum of an attached 3 car garage, or an attached 2 car garage and a detached garage/ shop.
- (b) Roof lines of detached structures shall not exceed the height of the main dwelling.

For purposes of this Section 8.1.5, square footage shall equal the interior square footage of each floor or level of a house excluding full or daylight basements, garages, and porches.

8.1.6 Height. The maximum height of any building shall be forty-eight (48) feet. This height will be determined by taking the average of the lowest and the highest grade point at the foundation; this average will establish the base elevation from which the highest part of the building may not exceed forty-eight (48) feet. Owners acknowledge and understand that the maximum height permitted by these Design Standards may exceed the maximum allowed by applicable zoning ordinances, which ordinances shall control unless the Owner has secured a variance.

**Section 8.2 Fences.** No Owner or Occupant shall construct, install, or plant, or allow to be constructed, installed, or planted, a fence, hedge, or other similar enclosure (hereinafter "fence") on any Lot until such fence (including the height, type, design, and location) has been approved in writing by the DRC. In addition to any requirements that DRC may reasonably impose, any proposed fence shall comply with the following minimum requirements:

- (a) No fence shall unreasonably restrict or block the view of other Owners;
- (b) The finished side of an approved fence must be erected to face the public view;
- (c) Fences, with the exception of hedges, shall be metal, vinyl, or masonry only;



- (d) Any partial decorative fencing may be painted, stained, or weathered naturally providing there is a consistent finish; and
- (e) Privacy fences around hot tubs, patios, and utility areas may be approved providing they are reasonable in size and appearance.

If a submission is made to the DRC for any building that is deemed hazardous, the DRC may require fencing of a specified height and type as a condition of approval. Any pool proposed to be constructed on a Lot shall be fenced as a condition of approval.

**Section 8.3 Outside Lighting.** Each house may have “yard” lights to provide lighting to the yards, walkways, and the front of such house. The design of the yard light will be in keeping with the design of the house and the neighborhood. No high intensity or excessive lighting will be allowed. The Association may install streetlights on the Common Facilities if such installation is approved by the Owners in the manner required by the Bylaws.

**Section 8.4 Color.**

- 8.4.1 Color Scheme. The exterior colors of buildings should be subdued in intensity, with color tones tending toward the neutral end of the value scale and all colors must be approved in advance by the DRC. The DRC shall have the right to refuse to approve the color of any paint or stain which, in its sole discretion is inconsistent with the color scheme, or may detract from the value, of the other houses located in the Subdivision or which color is not suitable or desirable for aesthetic or other reasons.
- 8.4.2 Consistency of Building Color. Each building must be painted or stained in a consistent fashion, and no building shall be painted or stained in more than one (1) color, except that window and door trim, shutters, eaves, porches, and similar design elements may be of one (1) other color if approved by the DRC.
- 8.4.3 Changes to Color. After initial construction, changes to the exterior color of any building must be approved in advance by the DRC.

**Section 8.5 Utility Lines.** All utility lines, cables, and pipes shall be placed underground. No overhead lines shall be permitted. Installation of all underground services shall be coordinated to minimize the amount of excavation required. Each Owner is responsible for installation of underground service across such Owner's Lot from the adjacent service pedestal or junction box.

**Section 8.6 Driveways.** All driveways and walkways constructed to service a Lot shall be constructed with an all-weather surface of finished concrete or asphalt.

**Section 8.7 Roadside Ditches, Driveway Approaches.** The roadside ditches also function as retention swales to mitigate the increase in stormwater runoff. The side slopes of

the retention swale are 4:1 on the inside, a 5' wide flat bottom, and 5:1 on the outside slope. Property Owners should maintain the integrity of the roadside ditches on their property. The swale shall be vegetated on both sides and bottom. Lot owners are not to place a culvert under their driveway approaches. Driveway approaches are to be less than 30ft wide.

**Section 8.8 Satellite Dishes and Antennas.** Without prior approval from the DRC, an Owner may install a small satellite dish or antenna not exceeding one (1) meter in diameter or diagonal measurement, in an inconspicuous location at the back or side of such Owner's house.

**Section 8.9 Solar Panels.** Solar panels, roof-mounted or otherwise, are permitted as approved by the DRC.

**Section 8.10 Pools and Hot Tubs.** Above ground swimming pools are not permitted except for children's wading pools. Exterior hot tubs must be screened from adjacent properties and streets. All pumps, filters, and equipment for hot tubs must be located and installed so as not to cause a noise nuisance to neighbors and must be Screened from View.

## **ARTICLE IX. CONSTRUCTION REQUIREMENTS**

**Section 9.1 Design Standards.** All improvements to any Lot shall comply with the Design Standards as set forth in this Declaration, as they may be amended and adopted from time to time by the DRC, unless strict compliance with a standard is waived in writing by the DRC.

**Section 9.2 Compliance with Approved Plans.** It is the responsibility of Owner to make sure that all contractors, subcontractors, material suppliers, and others working on an improvement to Owner's Lot to comply with plans approved by the DRC. Failure to comply with approved plans or beginning construction without prior written approval of the DRC may result in fines being levied against Owner, and a directive from the Board to discontinue construction. Fines will be assessed to Owner as a common expense payable only by that Owner.

**Section 9.3 Time for Starting Construction.** Construction of a house must be commenced by Owner within twenty-four (24) months after receipt of a deed for the Lot from Declarant.

**Section 9.4 Duration of Construction and Completion of Landscaping.** Construction shall be diligently performed from its commencement to completion of the exterior of the building(s) and any necessary improvements to the grounds surrounding and affected by construction of the building(s). In any event, the exterior appearance of the building(s) shall be completed within twelve (12) months after the commencement of construction. Owner of the Lot shall, within a period of twelve (12) months after occupancy of a newly constructed house on the Lot, provide grass or other appropriate landscape cover

consistent with the approved Plans over all unimproved or disturbed areas of the Lot. If any structure is begun and is not completed within the time allowed by this Section 9.4, and in the judgment of the DRC is of offensive or unsightly appearance, then the DRC or the Board, at the option of either, may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, installation of screening or covering of the structure, or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be a lien on the Lot and may be enforceable by an action at law.

**Section 9.5 Grading and Excavation.** No excavation, except that which is necessary for the construction of improvements shall be permitted on any Lot until such time as the actual construction is to begin; provided, however, that Owner may drill and excavate for the purpose of testing the sub-soil conditions of the Lot prior to construction.

**Section 9.6 Material Storage and Removal.** No building material of any manner or character shall be placed or stored on a Lot until Owner is ready to commence construction of improvements. All materials stored on-site during construction shall be neatly stacked on the Lot where such materials will be used. Following completion of construction, all excess materials shall be removed from the Lot, Screened from View, or store inside the garage or other building.

**Section 9.7 Contractor Parking.** Contractors, subcontractors, material suppliers, and other persons involved in the construction process shall park only on the Lot on which they are working. No construction parking shall be allowed on any other Lots or the Common Facilities.

**Section 9.8 Construction Hours and Noise.** In an effort to maintain the tranquility of the Subdivision and to minimize inconvenience to Owners and Occupants, no exterior construction activity shall commence before 7:00 a.m., or continue after 8:00 p.m., and no excessively loud playing of radios, tape, CD players, mp3 players, or other amplification devices shall be allowed by construction workers that disturbs Owners and Occupants.

**Section 9.9 Cleanup of Construction Debris.** Owners shall require that all construction workers take reasonable measures to contain construction debris, including coffee cups and food wrappers, on such Owner's Lot. Owner must arrange for cleanup of debris on the site and on surrounding areas at least two (2) times per week during construction.

**Section 9.10 Septic Systems.** Septic systems and drain fields must be constructed in accordance with the DEQ Certificate of Subdivision Plat Approval for The Meadows Subdivision, \_\_\_\_\_, which was recorded on \_\_\_\_\_, and is on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. \_\_\_\_\_.

**Section 9.11 Groundwater.** Owners and contractors are encouraged to familiarize themselves with the groundwater levels which typically peak annually at the highest level of ten feet (10'). Owners and contractors are further encouraged to take necessary measures to deal with groundwater during construction.

## **ARTICLE X. MISCELLANEOUS**

**Section 10.1 Enforcement.** Violation of any restriction, condition, covenant, or agreement contained in this Declaration shall give to the Association, acting through its directors, the right to enter upon the Lot, and to abate summarily and, at the expense of Owner thereof, take any legal actions, including without limitation the following:

- (a) to remove any building, structure, thing, or condition that may be in, on, or upon said Lot contrary to the provisions hereof; or
- (b) to remodel or otherwise alter any building, structure, thing, or condition that may be in, on, or upon said Lot contrary to the provisions hereof so that such is in compliance; or
- (c) otherwise to bring any condition that is not in compliance with this Declaration into compliance;

without being deemed guilty of trespass. Owner acknowledges and agrees that the result of every act or omission whereby any restrictions, condition, covenant, or agreement is violated in whole, or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges, and remedies now or hereafter imposed or available pursuant to this Declaration shall be cumulative and not exclusive. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 10.2 Costs of Enforcement.** In the event the Association employs an attorney because of a violation by an Owner of one (1) or more of the provisions of this Declaration, or if the Association commences an action for the enforcement of this Declaration or of the lien for assessments and the Association is wholly or partially successful in such action, the offending Owner shall be obligated to pay, on demand, all costs, charges and expenses, including attorneys' fees, incurred by the Association.

**Section 10.3 Severability.** Invalidity of any one of these covenants or restrictions by judgment or order of a court shall in no way affect any other provisions, which shall remain in full force and effect

**Section 10.4 Amendment.** Any provision in this Declaration may be amended or revoked, and additional provisions added, at any time by a written instrument recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, duly signed and

acknowledged by Owners of record of not less than sixty percent (60%) of the Lots subject to this Declaration; provided, however, that so long as Declarant owns any Lot in the Subdivision, then the consent of Declarant shall be required before any provision in this Declaration may be altered or amended, but such consent may be considered in the calculation and determination of the sixty percent (60%) minimum consent requirement.

**Section 10.5 Term.** The provisions of this Declaration shall be binding for a term of thirty (30) years from the date of this Declaration. after which time this Declaration shall be automatically extended for successive periods often (10) years unless an instrument signed by Owners of not less than sixty percent (60%) of the Lots has been Recorded, agreeing to revoke or terminate this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first above written.

M&J Land Co., LLC,

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

**ACKNOWLEDGEMENT**

STATE OF MONTANA       )  
                                      : ss.  
County of Yellowstone       )

This instrument was acknowledged before me on May \_\_\_\_, 2023 by \_\_\_\_\_,  
known by me to be a \_\_\_\_\_, of M&J Land Co., LLC, a Montana limited liability  
company.

[Stamp]

\_\_\_\_\_  
*Signature of Notary*

**ACKNOWLEDGEMENT**

STATE OF MONTANA       )  
                                      : ss.  
County of Yellowstone       )

This instrument was acknowledged before me on May \_\_\_\_, 2023 by \_\_\_\_\_,  
known by me to be a \_\_\_\_\_, of M&J Land Co., LLC, a Montana limited liability  
company.

[Stamp]

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*Signature of Notary*

