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COVENANTS AND RESTRICTIONS
For HIDDEN MEADOWS I and HIDDEN MEADOWS II SUBDIVISIONS

DECLARANTS, DKE Properties, LLC and Katherine Wolfe, owners of all the lots in Hidden Meadows I and Hidden Meadows II Subdivisions, hereby adopt the following Covenants and Restrictions, which shall be applicable to all lots of said Subdivisions.

NOW THEREFORE, the Declarants do hereby declare that all property within the Subdivisions above described shall be sold and conveyed subject to the following Covenants and Restrictions, all of which are for the sole purpose of enhancing and protecting the value, desirability, and attractiveness of the real property, and shall be binding on all parties having or acquiring any right, title, or interest in the described properties, and shall inure to the benefit of each owner thereof. The word "lot" as used herein shall refer to each and every lot of the subdivision. The word "Lot Owner" as used herein shall refer to the owner of any lot in Hidden Meadows I or Hidden Meadows II Subdivision.

1. **LAND DIVISION** - No lot shall be further subdivided, with the exception that **Lot 11 and Lot 12** may be divided one time into only 2 parcels, the smallest parcel being no less than 8 acres. No further division of any Lot in Hidden Meadows I or Hidden Meadows II shall be allowed for any purpose.

2. **BUILDING SITE** - No dwelling, house or any part thereof shall be erected on any lot within forty (40) feet of the front line, sidelines, or rear line of each lot. Lot 11 and Lot 12 shall have a setback requirement of Two Hundred (200) feet from both the rear Southern boundary and Eastern boundary lines

3. **DWELLINGS** – Lots shall be used for single family residential purposes. An additional mother-in-law apartment *or* other small guest cottage (not to exceed 1,200 square feet) will be permitted, provided it complies with Sanders County Environmental Health regulations and the State of Montana Dept. of Environmental Quality. A second residence of unrestricted size is allowed on lots exceeding 40 acres in size, subject to the above listed approvals.

All dwellings or houses must have a permanent foundation. The dwelling or house may be of frame, panel, log, brick, or stone construction, but no building of a modular nature or any single/double wide mobile home will be permitted on any lot. No dwelling or buildings shall have a bright or offensive colored exterior or roof; the use of natural earth tones or rustic/aged wood or rusted metal is encouraged. Any residence or out-building must be completed as to exterior finish within 12 months of initial construction.

Homes *must* be built in the approximate building locations as depicted on the plat (DEQ) map, utilizing the well and septic locations approved by DEQ. If an alternative building area is chosen, or a guest house or second residence is allowed on a given lot, and if such dwelling is not located in the building area, then any alternative location for a dwelling or 2nd dwelling shall be a minimum of 200' from any adjoining lot line, unless the owner obtains a written permitted variance from the adjoining property owner next to said lot line. "Building area" shall be defined as close proximity to the DEQ approved well/septic sites.

4. RECREATIONAL VEHICLES OR TEMPORARY STRUCTURES USED AS DWELLINGS – For the purposes of this document, "Recreational Vehicle" shall mean any type of camper, trailer or other type of recreational vehicle.

Use of a Recreational Vehicle as a residence is permitted for one (1) year while a permanent residence is being constructed. No temporary structures or tents may be used for residential purposes, either temporary or permanent. Tents may be used recreationally for short periods, and then must be removed.

A maximum of Two (2) Recreation Vehicles are allowed to remain on each Lot for occasional, temporary use, not to exceed 4 months per calendar year. Additional Recreational Vehicles or parts thereof shall be fully enclosed in a building. If an RV is used for more than two weeks at a time, there must be a permanent septic system installed on the property in accordance with the State of Montana Department of Environmental Quality specifications.

5. UTILITIES, SANITATION, & WATER –Power and Telephone mainlines will be provided along subdivision roadways. Utility mainlines may stray outside of the designated easement in some locations. All lot owners shall have unrestricted access to such mainlines and junction boxes, whether such mainlines are contained in the designated road easement right-of-way or are on adjacent private land. All lot owners **MUST CALL "811"** line locating services **BEFORE** excavating or fencing within 50' of any main road right-of-way.

Utilities for each lot, such as electrical power, telephone, water and sewer shall be the individual lot owners' responsibility. Power and telephone lines shall be underground wherever possible.

6. FIREARMS - Except in an emergency situation when necessary for the preservation of life or property, the discharge of firearms shall be prohibited, except as follows: Lots larger than 20 acres are permitted to discharge firearms on their respective Lot with careful attention to safety --all bullets must remain within the confines of the same lot or US Forest Service land. Such shooting shall be occasional and only during daylight hours to prevent distress or disturbance to neighboring Lot Owners.

7. COMMERCIAL ACTIVITY - Home businesses are permitted if the business does not significantly increase the flow of traffic on any of the subdivision roadways. The business must also be contained in a building, unless it is agricultural or ranch in nature, and must comply with all the subdivision restrictions contained herein. No business shall cause excessive noise or disturbance to neighboring Lot Owners.

8. PROPERTY APPEARANCE - No lot shall be used or maintained as a dumping or storage area for rubbish, trash, garbage or garbage recycling, or inoperable vehicles or parts. No piles of unused materials of any kind shall be visible to neighboring lots. No unused appliances or machinery or machinery parts of any kind shall be allowed on any lot unless stored in a building.

9. ABANDONED VEHICLES - No discarded, ruined, wrecked, or dismantled motor vehicles, including component parts, which are not lawfully and validly licensed and are not capable of being driven are allowed on any lot unless stored in a building. No more than two pieces of large commercial equipment; such as, semi-trucks, logging trucks, graders, loaders, and etc. will be allowed to be visible on any lot, except during construction. All additional large commercial equipment/ vehicles must be fully enclosed in a building.

10. ANIMALS or PETS - No animal may be allowed to become an annoyance or nuisance to the neighbors. All animals and dogs shall be kept within the confines of the owners' lot. Loud or constantly barking dogs will not be allowed to remain on the property. **No dogs may run at large or endanger wildlife.** Farm animals shall be limited by the number of acres owned --a maximum of 1 animal per acre owned, provided they are not a nuisance to the neighbors through noise or offensive odors. Pigs shall be limited to 2 per lot. No lots shall in any way be used as a commercial feed lot. There are no restrictions on fowls, provided they are not a nuisance to the neighbors through noise or offensive odors.

11. FENCES - Any and all fences shall be constructed in a work-man-like manner, consist of standard fencing materials, and be well maintained. Fences that restrict wildlife movement must only be around garden/yard areas. Perimeter fencing must allow free wildlife movement. All fencing *MUST* be wildlife friendly. Refer to Montana Fish Wildlife & Parks "Landowner's Guide to Wildlife Friendly Fences." https://fwp.mt.gov/binaries/content/assets/fwpc/conservation/land-owner-wildlife-resources/a_landowners_guide_to_wildlife_friendly_fences.pdf

12. WILDLIFE INTERFACE – Lot owners must refer to Montana Fish Wildlife & Parks to reduce human/wildlife conflicts. Please see: <https://fwp.mt.gov/conservation/living-with-wildlife>

13. CULVERTS - Ten (10) inch culverts or larger arch pipe must be installed where driveways cross the main road ditches that are sloping for water run-off. This is the lot owners' responsibility.

14. GOVERNMENT & AGENCY LAWS - All lot owners must comply with the laws of the State of Montana and county of Sanders, as to fire protection, building construction, sanitation, public health and safety.

15. FIRE PROTECTIONS - All lot owners shall adhere to the guidelines as outlined in the "Ready Set Go" pamphlet (available through the Department of Natural Resources) for fire prevention and protection. Also please refer to "Reducing Wildfire Risks:" <https://www.nfpa.org/-/media/Files/Training/certification/CWMS/ReducingWildfireRisksHIZ.ashx?la=en>

16. WEEDS - All lot Owners shall comply with the Sanders County Weed Board Policy, and any disturbed areas shall be re-seeded to minimize erosion and weed growth.

17. FURTHER LAND USE/RESTRICTIONS – Hidden Meadows II Subdivision is encumbered by right-of-ways for transmission lines belonging to Avista and Bonnaville Power Administration. Please contact these companies for details regarding any use restrictions or permitting required in reference to these easements (See Notes on Hidden Meadows II plat map). Such right-of-ways may extend beyond the cleared path for the transmission lines; each lot owner is responsible to verify easement boundaries.

Some lots in Hidden Meadows II Subdivision also boarder US Forest Service land. No motorized vehicles are allowed on USFS land, except on designated roadways.

Hidden Meadows I and Hidden Meadows II Subdivisions may have some areas considered "wetlands" or "floodplain". Please refer to the plat maps for detail. Lot owners are required to familiarize themselves with all governmental restrictions/regulations for "wetlands" and "floodplain" areas, before conducting any activity in these designated areas. Please contact Sanders County Land Services (406) 827-6965 for further information on wetlands and floodplain use.

18. ROADS AND MAINTENANCE - This paragraph pertains to the maintenance of the private roadways within Hidden Meadows I and Hidden Meadows II Subdivisions which are depicted on the subdivision plat maps. These conditions are perpetual and cannot be rescinded or revoked unless the county or state agrees to assume responsibility for maintenance of said subdivision roadways.

- a) To keep and maintain the private road system, an initial yearly maintenance fee of \$300 will be levied against each lot. The annual maintenance fee will be adjusted for future inflation and additional subdivision needs by a 75% vote of all Lot Owners. The fees and assessments provided for herein are under the control of the Declarants until such time as 75% of the lots are sold, at which time, a road maintenance administrator shall be elected by the majority of the Lot Owners. Until such time as 75% of the lots are sold, Declarants assume the responsibility of collecting fees, and arranging for the maintenance, repairs, and plowing of snow. This fee ensures that the roads will be maintained for normal access 12 months of the year.

b) Each Owner, Owner's guests/invitees and the Declarants shall have a perpetual, non-exclusive easement on Hidden Meadows Way and any spur roads as depicted on the subdivision Plats. The road is privately owned and maintained by the Lot Owners. The 60 foot road easement is also for construction and maintenance of utilities and drainage as shown on the Plats. Within these areas, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with ease of access, maintenance of the roadways, utilities, or which may change the direction of the flow of water through drainage channels in the easements.

c) All users of the roads subject to this agreement shall use the roads at their own risk / hazard. No owner shall be liable for any damage or loss of any kind which may be suffered by any person using the road. Accordingly, all persons using the road for any reason are deemed to have consented to the provisions of this paragraph, and waive any claim they may have for any such liability and agree to release and hold harmless and indemnify all Lot Owners and the Declarants.

d) The expense of major improvements such as additional graveling, dust coating or paving, will only be levied upon approval of the owners of 75% of the lots.

e) By entering into an installment purchase of a tract of land subject to this agreement or by acceptance of a deed thereof, said owner agrees to pay assessments as may be established by or as subsequently approved pursuant to this agreement. Any assessment not paid by an owner or purchaser shall become a lien on the property and a personal obligation as described below.

*Any unpaid assessment and the costs of collection shall be a charge on the land and shall become a continuing lien on the property against which each assessment is made. This lien shall be subordinate to the lien of any first mortgage. The owner(s) who enters into a contract for the authorized work and the contractor completing the authorized work are entitled to a construction lien by following the procedures outlined in the Montana code.

*Each such assessment, together with collection costs and reasonable attorney fees, shall be the personal obligation of the person(s) who was the owner of such property at the time when the assessment fell due. No owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his property or conveyance or transfer of title to the property. This personal obligation shall not pass to a successor on title unless the obligation is expressly assumed by the successor in title.

f) The owners may conduct such meetings as are necessary to discuss maintenance, fix assessments and conduct other business as appropriate. At the time 75% of the lots are sold, the elected road maintenance administrator assumes responsibility for calling meetings or proxy voting to make any changes/levies to the annual assessment. All such notices shall be in writing.

19. SEVERABILITY - Invalidation of any of the foregoing Covenants and Restrictions, or any part thereof by court order, judgment or decree shall in no way affect any of the remaining provisions hereof which shall, in such case, remain in full force and effect.

20. APPURTENANT & AMENDMENT – A copy of this document of Covenants and Restrictions shall be given to each successive owner upon any transfer in ownership of any lot in Hidden Meadows I or Hidden Meadows II subdivisions. The provisions of this document shall run with the land and be binding forever, unless amended by an instrument signed by the owners of seventy-five percent (75%) of the lots affected thereby and approved by Sanders County Commissioners.

