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JEFFERSON COUNTY  
Recorded 2/3/2010 At 1:00 PM  
BONNIE RAMEY, Clerk and Recorder

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF Pine Meadow Subdivision

THIS DECLARATION, made this 26 day of January, 2010, by Al Arnold and Al Arnold Construction of Helena, Montana, herein referred to as Declarant;

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Jefferson County, Montana, which is more particularly described as follows:

A Tract of Land located in the West half of the southwest Quarter, Section 26 and the Northwest Quarter of Section 35, Township 9 North, Range 3 West, P.M.M., Jefferson County, Montana

WHEREAS, Declarant is desirous of subjecting said property and each and every portion thereof, to certain restrictive and protective covenants, easements and reservations as hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and

assigns, and shall inure to the benefit of each owner thereof.

All persons or corporations who now or shall hereafter acquire any interest in and to the herein described real property, or any part thereof, shall take and hold the same, and agree and covenant with the owners of any and all other parts thereof, and with their heirs, successors and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof as to the construction of dwellings and improvements thereon.

#### ARTICLE I

##### DEFINITIONS

1. Association shall mean and refer to the Declarant and his successors and assigns.

2. Owner shall mean and refer to every person or entity who is a record owner of a fee, or undivided fee interest in any lot which is subject by covenants of record to assessment by the association. Record owners who have sold any lot under a recorded contract (or recorded notice of purchasers' interest of that contract) shall not be considered owners, while the purchasers of any lot, which is a part of the properties, under a recorded contract (or recorded notice of purchasers' interest), shall be considered the owner for all purposes herein. Persons or entities have an interest in any lot merely as security for the performance of an obligation are hereby excluded.

3. Property shall mean and refer to that certain real property herein described in the Pine Meadow Subdivision Master Plan.

4. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the property.

5. Declarant shall mean and refer to Al Arnold, his successors and assigns to the property.

#### ARTICLE II

##### PROPERTY RIGHTS

1. Every owner shall have a right and easement of enjoyment in and to the roads within the property, which shall be appurtenant to and shall pass with the

title to every lot, subject to the following provisions:

(a) The right of the association to charge reasonable fees for the construction, reconstruction, operation and maintenance of the roads and common areas within the property.

(b) The right of the association to suspend the voting rights of an owner for a period during which any assessment, charge or fee against his lot remains unpaid.

(c) The right of the association to dedicate or transfer all or any part of said roads to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument is signed by the owners of eighty percent (80%) of the lots located within the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot, which is subject by covenants of record to assessment by the association shall be a member of the association, excepting, however, any person or entity who has sold or is selling any lot under a recorded contract (or recorded notice of purchasers' interest) shall not qualify as a member. Every person or entity purchasing any lot under a recorded contract (or recorded notice of purchasers' interest) shall be a member of the association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment by the association. Ownership of such lot shall be the sole qualification for membership.

2. Voting Rights. The association shall have only one (1) class of voting membership. The members shall be all owners of lots and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns any lot, all such persons shall be members. The vote for such lot shall be exercised as they

among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

#### ARTICLE IV

##### ASSESSMENTS

1. The Declarant, for each lot owned by him within the property, hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agrees to pay to the association special assessments for construction, reconstruction, operation and maintenance of roads, common areas within the property.

2. The assessments levied by the association shall be used exclusively to provide for the construction, reconstruction, operation and maintenance within the property, both for the present and the future, and to maintain said roads and common areas in a safe condition.

3. The association may levy in any assessment year, an assessment applicable to that year for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, operation and maintenance of the roads, common areas within the property, provided that any such assessment shall have the assent of eighty percent (80%) of the members who are voting in person or by proxy at a meeting duly called for this purpose. The maintenance of all roads, common areas shall be the responsibility of the Homeowners Association. A regular road maintenance schedule and standards for maintenance shall be established and made available for inspection. All roads shall be maintained in conformance with the schedule and standards established. The interim assessment will be \$10.00 per lot per month. Once the Homeowner's Association has been established, the association will set the fee at an amount that the association deems necessary and reasonable. Until 85% of the lots have sold, the Developer will not be required to pay the monthly fee for each lot held by the Developer.

4. Written notice of any meeting called for the purpose of taking any action authorized by Article IV, paragraph 3, above, shall be sent to all members

not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast eighty percent (80%) of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Assessments must be fixed at a uniform rate and may be collected on a bimonthly, quarterly or annual basis.

6. 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, plus a reasonable attorney's fee may be assessed should an attorney be retained for the collection of said assessment. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roads or abandonment of his lot.

7. The assessments, together with such interest thereon, and costs of collection thereof as herein provided, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon. The liens herein

created shall be deemed to be mechanic's or materialmen's liens as the same are defined by the laws of the State of Montana, and shall be impressed and enforced in accordance with the applicable state law concerning the same and any person buying any property herein thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants.

9. The Homeowners Association shall be responsible for all weed control in the common areas. All weed control in the subdivision shall be pursuant to the rules and regulations of the Jefferson County Weed Control Board.

10. The Homeowners Association shall be responsible for maintaining architectural control of the properties and buildings constructed on all lots contained in the subdivision. To facilitate said architectural control, the Board of Directors of the Homeowners Association shall create a "Design Review Committee" or Architectural Control Committee who shall maintain architectural control pursuant to Article XXIII below.

#### ARTICLE V

1. Land Use. The herein described property, and each and every separate parcel or lot hereafter created therefrom, shall be used for single family residential purposes only. There shall be no more than one single family dwelling and a separate shop/garage and a storage unit constructed or located on each such parcel or lot. A private garage shall be permitted and a storage shed. All garages and outbuildings shall be of similar materials and design as the dwellings.

No drain field shall be placed or a system installed nor a dwelling constructed prior to the inspection, consent and approval of the Jefferson County Sanitarian and approved as to design and location by the architectural control committee.

The Association and any other person or entity appointed by the Association and all governmental authorities shall have legal access rights to all roads for police protection, fire protection, garbage service and other services necessary to the maintenance and preservation of Pine Meadow Subdivision.



Declarant reserves the right to grant other and further easements to effectuate the purpose of these covenants and also reserves the right to vest the Association with authority to grant any such easements, subject to the plat amending procedures required by the Jefferson County Subdivision Regulations where applicable.

No manufacturing, commercial enterprise, industrial enterprise, mining of any type, or any other enterprise of any kind for profit, shall be carried on, upon, in front of or in connection with any lot.

2. Maintenance. Each property owner shall provide exterior maintenance. The premises, improvements, and appurtenances shall be maintained in a safe, clean, neat and orderly condition. No rubbish or other wastes shall be allowed to accumulate on the property. All containers for the storage or disposal of garbage shall be kept in a clean and orderly condition and shall be kept in an enclosure approved by the architectural control committee. No junk vehicles, shanties, or any unsightly things shall be allowed to accumulate.

3. Temporary Structures. No structure of a temporary character, including but not limited to trailers, mobile homes, set together or expanding trailer houses or basement, tent, shack, barn or outbuilding, other than as above described, shall be constructed, placed or used on any lot at anytime as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed and the water supply and sewer system completed.

4. Nuisances. No noxious or offensive activity shall be carried on or permitted on any lot; nor shall the property be used in any way which may endanger the health or safety of, or unreasonably disturb the neighborhood.

5. Animals and Livestock. No horse, cow, mule, donkey, bison, llama, hog, goat, sheep or similar animal shall be kept or maintained on the herein described property or on any parcel or lot created therefrom. No person owning any portion of said property shall raise animals or pets for sale or commercial purposes thereon. However, the owner of any parcel or lot may keep the usual house pets which can and must be kept without any continuous or audible disturbance or

nuisance to other persons residing in the area. All pets must be kept under control and on their owner's property and not allowed to wander on adjoining properties.. Two (2) dog, and two (2) cat will be presumed reasonable.

6. Sanitary Restrictions. The owner of each portion of the property and or each lot shall comply with all laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. No individual sewage disposal system shall be constructed on any lot unless it is located and constructed in accordance with the requirements, standards and recommendations of the Montana Department of Health and Environmental Sciences and Jefferson County Health Department which shall be notified and allowed to inspect any sewer system installed on any lot. No outside toilet shall be constructed except in connection with the construction of a residential dwelling and only for such period as may be reasonably necessary to complete the construction of such dwelling.

7. Fences. All property owners may fence their respective lots excepting that all fences must be well built, of good materials and well kept up so as not to adversely affect the aesthetic value of any adjoining property. No high board fences or high hedges shall be erected or raised near any intersecting roadways and/or driveways in any such manner as to obstruct the view of drivers on the roadways or driveways. All fences must be of a natural material, except that chain link fence can be used for pet containment only. Not to exceed 2,000 square feet of area, per pet lot, with one pet lot per dwelling. All fences must be approved by the architectural control committee.

8. Utility Easements. As noted on the platt, easements are reserved for the installation, maintenance and repair of electric lines, telephone lines, natural gas lines, television cable lines, irrigation and domestic water lines. Any and all surface disturbance to the land resulting from the installation, maintenance or repair of any such lines or utilities shall be timely repaired by the owner of the lot, or by the party having the installation made and the land shall be restored to the natural-appearing condition. For example, if lot 3 puts



in something that requires excavation on Lot 4, the lot 3 owner will need to reseed and restore the disturbance on lot 3 and lot 4. All streets and roads shall serve as utility easements.

9. Gas Line. A high pressure gas line bisects the subdivision. No party may build a structure, dig, or otherwise engage in any activity within 30 feet of the gas line, without first having the line located, and having read the gas line agreement, rules and regulations, which will be furnished to each owner or buyer of the land upon sale of the land.

10. Building Type. All dwellings and outbuildings shall be of good quality, shall be constructed on the site using new materials, shall be affixed to the land on permanent foundations, and shall be aesthetically compatible with other structures on the property and any lot created therefrom. Each dwelling shall not have less than one thousand four hundred (1200) square feet on the main floor measured on the outside perimeter of the tip of the foundation, exclusive of porches, basements and garages.

Each structure's exterior shall incorporate no less than 10% exterior natural stone or timber accents. The Architect Committee must approve the stone, and can grant a variance, if in their opinion it is justified, allowing other similar materials.

No dwellings commonly known as "mobile homes", "pre manufactured homes" or "trailers", whether "single wide" or "double wide" or any other nature, and regardless of whether the same is on wheels or permanent foundations, shall be allowed. All dwellings and outbuildings shall be completely finished on the exterior and interior before the dwelling is occupied as a residence and before human habitation is allowed. Exterior shall be a natural color compatible with the natural landscape. No structure of a temporary nature, and no trailers, mobile homes, set together or expanding trailer houses, basements, campers,

pickup campers, tents, shacks, barns, garages, or outbuildings shall be used upon the property or any parcel or lot at any times as a residence or for the purpose of human habitation or for camping, either temporarily or permanently. No old buildings, whether intended for use in whole or in part as a residential dwelling, garage, or other outbuilding, shall be moved upon the property or any parcel or lot thereof.

11. Building Construction. All dwelling units shall be constructed to specifications which meet or exceed equivalent provisions in the Uniform Building Code for this seismic zone and approved as to design and location by the architectural control committee.

12. Building Location. No building shall be located on any lot closer than thirty-five (35) feet to any other property line.

13. Fire Mitigation. All homes and structures shall be built using good fire mitigation practices. Proper landscaping practices, plant selection, placement and management practices shall be use. These guidelines are found in a pamphlet entitled, "Living With Fire". This pamphlet is available from the Montana Department of Natural Resources, or a copy can be gotten from the Developer and/or the Architectural Design Committee.

14. Wildlife. All building and construct shall be conducted with wildlife principles in mind. Building shall be conducted with the principles set forth in, "Building With Wildlife, A Guide to Conservation Oriented Development". This publication is available from either U.S. Fish and Wildlife or the Developer and/or the Architectural Design Committee.

15. Motor Vehicles. No trucks, other than passenger or pickup or utility trucks with a capacity of one and one half (1 1/2) ton or less, shall be parked, stored or in any manner kept or placed on the property or on any parcel, lot or road within the above-described property. This restriction shall not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to any portion of the property.

No motor vehicle which cannot be moved under its own power may be left on said property or any lot, other than in a garage, for more than seventy-two (72) hours, or left on any road within said property. Scrap or junk vehicles, or any parts thereof, shall not be placed or stored on said property or on any lot. On-site parking shall be provided by the owner of each parcel or lot for all his automobiles, trucks, trailers or other vehicles.

16. Recreational Vehicles Use. No recreation vehicles, including motorcycles, snowmobiles, all-terrain vehicles, go-carts, dune buggies, or any other types of recreational vehicle, shall be operated or used on the property or on any parcel or lot in any manner which creates a nuisance or annoyance to any owner or resident or in any manner which violates state law. Unoccupied campers, pickup campers, motor homes, boats and boat trailers, snowmobiles and snowmobile trailers, and other recreational vehicles shall be parked in driveways, garages, or carports, and not upon any road.

17. Signs and Billboards. No sign of any kind shall be displayed to the public view on or from the property or any lot except:

- (a) Signs as may be required for legal proceedings;
- (b) Residential identification signs of combined total area of two (2) square feet or less for each residence.
- (c) During the time of construction of any new building or other improvement, job identification signs have a maximum face area of four (4) square feet per sign of the type usually employed by contractors, sub-contractors, and tradesmen; or
- (d) "For Sale", "For Rent" or "Beware of Dog" signs of customary and reasonable dimensions.

18. Garbage and Fires. No portion of the property, nor any lot, shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on a regular basis. No such receptacles shall be placed close to the front property line of any parcel or lot unless the same are constructed so as



to be located underground or to be completely screened from sight by a suitable enclosure which does not create any unsightly area or interfere with the surrounding residential development or the beauty of the area and approved as to design and location by the architectural control committee. On any garbage collection days, garbage cans may be placed in a location convenient for collection. No trash or rubbish may be burned anywhere on the property, and no open fires shall be allowed without a burning permit, for any reason or at any time, except in properly designated and constructed barbecue facilities.

19. Chattel Storage. No furniture, fixtures, appliances or other goods and chattels, not in active use, shall be located or stored in any building or open area or on any lot in such manner that such material is visible from any road or from neighboring lot.

20. Maintenance of Improvements, Maintenance and Landscaping of Lots. The owner of each parcel or lot shall maintain the building or buildings upon each parcel or lot he owns, and all walkways and driveways, in good condition, performing all painting and make all appropriate repairs and replacements as often as the same shall be necessary. Each owner shall complete the landscaping within twelve (12) months of the completion of the dwelling. Each such owner shall maintain the landscaping upon his lot in good condition removing all noxious weeds, and maintaining the same as shall become necessary. All noxious weeds shall be controlled pursuant to the Montana County Noxious Weed Act (MCA 7-22-2116) and according to the District's Noxious Weed Management Plan. After the natural surface of the ground has been disturbed for road building or other construction, it shall be seeded with grass to control and prevent weed growth. Owners are required to keep grass mowed.

21. Noxious Weed. The control of noxious weeds by the Owners Association on these areas for which the Owners Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Jefferson County Weed

District. The landowner shall be responsible for the control of the state and county declared noxious weeds on his or her own lot. Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious weeds, after 10 days notice from the Owners Association, the Owners Association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment. The Owners Association is responsible for control of state and county declared noxious weeds in the subdivisions parks, open spaces, community area, trails, and roadways.

22. Night Time Illumination. Outdoor lights shall be directed downward and not be visible from adjacent lots. Lights for occasional outdoor illumination must be attached to buildings. Free standing light poles will not be permitted unless permission is obtained from the architectural control committee.

23. Wildlife. In order to maintain the natural environment and semi-rural atmosphere of the premises, there shall be no disturbance in any way of animals or birds which nest, den or live upon the land, except as may be necessary for the protection of life or property or to comply with these restrictive covenants, and except that such animals, birds, animal nests or dens may be removed insofar as necessary for location of a dwelling house, residence, outbuilding, roadway or utility lines.

24. Subdivision or Resale. Any tract purchased from Declarant can be resold without restriction, excepting these covenants and any bylaws which may be established from time to time by the Homeowners Association. No subdivision of any lot will be permitted. Minor boundary changes which do not significantly change lot sizes and which are agreeable to adjacent lot owners will be permitted.

#### ARTICLE VI



### ARCHITECTURAL CONTROL

1. Declarant, Al Arnold shall constitute the architectural control committee until such time as 80% of the lots have been sold. At that time the architectural control committee shall be set up according to the provisions contained herein.

2. No residential or other structure and no fence, wall, garage, outbuilding or other structure, nor wire, pipe, septic tank, walkway, hedge, driveway, antenna, or exterior ornament of any kind, or any addition, alteration or remodeling thereof shall be made, erected, altered, placed or permitted to remain upon the properties until plans and specifications showing the nature, kind, height, materials and location of the same shall have been submitted to a Design Review Committee consisting of three members appointed by the Board of Directors of the Homeowners Association and approved in writing by the Committee as to harmony of external design, location in relation to surrounding structures and topography, and the construction and the materials to be used in the construction. At least two of the three committee members shall be members of the Homeowners Association; and it is suggested that one of the members have professional qualifications in the area of architecture, construction, design or land planning.

In the event the Design Review Committee fails to review such design, location, construction, and materials within thirty (30) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article will be deemed to have been fully complied with. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the thirty-day period hereinabove provided, shall then permit the owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of said committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Any structure to be erected in accordance with approval so given must be erected and completed within twenty

(20) months of approval or new approval obtained. If any structure is begun and is not completed twenty (20) months of the commencement of construction, and in the judgment of the Design Review Committee is of offensive or unsightly appearance, the said committee or the Directors of the Homeowners Association 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, screening or covering of the structure or any combination thereof, or in similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law. The Design Review Committee may act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof.

3. Neither the Association, the Design Review Committee, nor the individual members thereof, may be held liable by any person for any damages for any committee action taken pursuant to these covenants, including, but not by way of limitation, damage which may result from correction, amendment, changes or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

4. Variances. A purchaser/owner may apply for a variance. Variances are not a right and will not be freely granted except in special situations. Whether to grant or deny a variance is at the complete and total discretion of the Design Review Committee. The Design Review Committee may, after notice to the members of the Association and hearing, conditionally approve, deny or approve a request to modify to the Minimum Building and Use restrictions imposed by Articles II, III, IV, and V according to the following procedure where such approval would not be contrary to the intent of the Article and does not require the consent of the other parties:

(a) Applications. Applications for modifications shall be delivered to each of the members of the Design Review Committee, either in person or by certified mail. The application shall be accompanied by a fee in an amount

sufficient to provide for mailing notice to the membership as provided in (b) below. The Design Review Committee shall cause to be made such investigation of facts bearing on the application as will provide necessary information to assure that the action on each such application is consistent with the intent and purpose of these covenants.

(b) Notice of Hearing. Notice of hearing on the application for modifications shall be mailed to each member of the Association by the Design Review Committee at least fifteen (15) days prior to the date set for hearing, and shall be accompanied by a copy of the application for modification. The hearing shall be at the appointed time and place, testimony may be taken by the Design Review Committee from persons affected by the modifications and any experts called by either applicant or a member opposed to modification for the purpose of aiding the Design Review Committee in their deliberations.

(c) Rules for Approval. After hearing and prior to approval of any such application for modification, the Design Review Committee shall designate such conditions as will secure substantial compliance with these Covenants from the applicant and shall find as follows:

(i) Such modifications will not be inconsistent with the intent and purpose of these Covenants and the general plan of the subdivision.

(ii) That strict compliance with the provisions of Articles II, III, IV and V would create unnecessary hardship or unreasonable situations on a particular property due to unusual or extreme topography, unusual shape of the property, or the prevalence of similar conditions in the immediate vicinity of the property.

(iii) That such modifications will have minimal adverse effect on abutting properties or the permitted use thereof.

(iv) That the applicant has agreed in writing to be bound by the conditions imposed by the Design Review Committee for granting such modification and has posted a performance bond in an amount sufficient to insure compliance with the conditions imposed by the Design Review Committee.



(d) Appeal from the Design Review Committee's Decision. An appeal from the Design Review Committee's decision to the membership of the Homeowners Association may be made by either the applicant or any member of the Association opposing modification. Notice of Appeal shall be in writing and shall be delivered to the President of the Homeowners Association or a member of the Board within fifteen (15) days after action of the decision of the Design Review Committee is rendered. Thereafter, the President of the Board of Directors shall call a special meeting of the membership pursuant to the requirements of the bylaws of the Homeowners Association governing special meetings. A quorum for purposes of a special meeting to hear an appeal from the Design Review Committee's decision shall be members representing three-quarters (3/4) of all the votes of members, who must be present in person or by written proxy. If a quorum is present, the proponents and opponents shall then present their respective cases to the membership. If a quorum is not present, the meeting shall be adjourned and the decision of the Design Committee shall stand. An affirmative vote of three-quarters (3/4) of the members present and constituting a quorum shall be required to reverse the action taken by the Design Review Committee.

#### ARTICLE VII

##### DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot, parcel, or portion of the property subject to this Declaration, and by his respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by owners of eighty percent (80%) of the parcels or lots as recorded. Any amendments to be effective must be properly



recorded. Articles IV, XV, XVI, XVII, XIX, XXI, XXII, XXIII, XXIV, and XXXI are not revocable or alterable without the express written consent of the Board of County Commissioners of Jefferson County.

#### ARTICLE VIII

##### GENERAL PROVISIONS

1. Notice. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed by certified or registered mail, postage prepaid to the last known address of the person who appears as member or owner on the records of the association at the time of such mailing.

2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants; and, failure by the association or 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.

3. Invalidation. Invalidation of one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

4. Attorney's Fee. In any action brought by the association or any one of its members, to enforce the provisions hereof, whether legal or equitable, the prevailing party shall be entitled to a reasonable attorney's fee fixed by the court.

5. Incorporation. The association may incorporate upon the vote of eighty percent of the members who are voting in person or by proxy at a meeting duly called for this purpose. If the association does not incorporate, it shall operate as an unincorporated association, and may adopt bylaws to govern such association upon a vote of eighty percent (80%) of the members who are voting in person or by proxy at a meeting duly called for such purpose.



7. Developer's Exemption. The Developer shall be exempt from paying Lot fees, until such time as the lots are sold. At that time, the new lot owners shall start paying fees pursuant to the payment schedule established by the Association.

8. Westover/pink house Exemption. The Pink house located on lot 17, has been reserved my Muriel Westover. This house will be exempt from the covenants herein during the life time of Muriel Westover and while the pink house is still in existence. However, should the pink house be replaced, or if the property is ever sold or transferred to someone other than a direct descendant of Muriel Westover, they shall then be bound by these covenants.

14. Lot 17 Drainfield. Lot 17, because of its proximity to Prickly Pear Creek shall be required to have a class 2 drainfield, when and if it is developed and septic system is installed.

9. Original Covenants. The land comprising this subdivision is the remainder parcel from the Sleepy Hollow Subdivision. Therefore, these parcels are also bound by those Covenants. The Restrictive Covenants are filed in book 52 Misc., Page 539, Jefferson County, Montana. The Amended Restrictive Covenants of Sleepy Hollow are found at Document Number 220390, Records of Jefferson County, Montana. The More restrictive of the two versions, i.e, Sleepy Hollow Covenants, and these covenants, shall control, unless otherwise agreed by the owners of Lots in Sleepy Hollow.

6. Hold Harmless Clause. The Declarant shall impose on the property an irrevocable restrictive covenant, binding himself, his heirs, successors and assigns, and all future owners of property within the subdivision; and, agreeing therein to hold Jefferson County harmless and indemnify Jefferson County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the county's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, used operation, repair and/or maintenance of the following:

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has  
hereunto set his hands this 26 day of January, 2010.

Al Arnold  
owner and Proprietor of Arnold Construction.

STATE OF MONTANA )

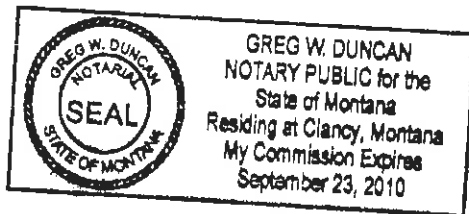
: ss.

County of Jefferson )

On this 26 day of January, 2010, before me, the undersigned, a  
Notary Public for the State of Montana, personally appeared Al Arnold, known to  
me to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my  
official seal the day and year first above written.

Greg W. Duncan  
Greg W. Duncan  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at: Clancy, Montana  
My commission expires: 9/23/2010



CDS # 236214 , Folio 862A



**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
PINE MEADOW SUBDIVISION**

This amended declaration , made on this 19<sup>th</sup> day of October, 2011, by Al Arnold and Al Arnold Construction of Helena, Montana, herein referred to as Declarant;

**WITNESSETH:**

Whereas, Declarant is the owner of certain property in Jefferson County, Montana, which is more particularly described as follows:

A Tract of Land located in the West half of the Southwest Quarter, Section 26 and the Northwest Quarter of Section 35, Township 9 North, Range 3 West, P.M.M., Jefferson County, Montana

WHEREAS, Declarant is desirous of subjecting said property and each and every portion thereof, to certain restrictive and protective covenants, easements and reservations as hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

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

All persons or corporations who now or shall hereafter acquire any interest in and to the herein described real property, or any part thereof, shall take and hold the same, and agree and covenant with the owners of any and all other parts thereof , and with their heirs, successors and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof as to the construction of dwellings and improvements thereon.

**ARTICLE I**

**DEFINITIONS**

1. Association shall mean and refer to the Declarant and his successors and assigns.
2. Owner shall mean and refer to every person or entity who is a record owner of a fee, or undivided fee interest in any lot which is subject by covenants of record to assessment by the association. Record owners who have sold any lot under a recorded contract (or recorded notice of

purchasers' interest of that contract) shall not be considered owners, while the purchasers of any lot, which is a part of the properties, under a recorded contract ( or recorded notice of purchasers' interest), shall be considered the owner for all purposes herein. Persons or entities have an interest in any lot merely as security for the performance of the obligation are here by excluded.

3. Property shall mean and refer to that certain real property herein described in the Pine Meadow Subdivision Master Plan.

4. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the property.

5. Declarant shall mean and refer to Al Arnold, his successors and assigns to the property.

## ARTICLE II

### PROPERTY RIGHTS

1. Every owner shall have a right and easement of enjoyment in and to the roads within the property, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the association to charge reasonable fees for the construction, reconstruction, operation and maintenance of the roads and common areas within the property.

(b) The right of the association to suspend the voting rights of an owner for a period during which any assessment, charge or fee against his lot remains unpaid.

(c) The right of the association to dedicate or transfer all or any part of said roads to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument is signed by the owners of seventy-five (75%) of the lots located within the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership Every person or entity who is a record owner of a fee or undivided fee interest in any lot, which is subject by covenants of record to assessment by the association shall be a member of the association, excepting, however, any person or entity who has sold or is selling any lot under a recorded contract (or recorded notice of purchasers' interest) shall be a member of the association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership is subject to assessment by the association. Ownership of such lot shall be the sole qualification for membership.

2. Voting Rights . The association shall have only one (1) class of voting membership. The members shall be all owners of lots and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

#### ARTICLE IV

##### ASSESSMENTS

1. The Declarant, for each lot owned by him within the property, hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agrees to pay to the association special assessments for construction, reconstruction, operation and maintenance of roads, common areas within the property.

2. The assessments levied by the association shall be used exclusively to provide for construction, reconstruction, operation and maintenance within the property, both for the present and the future, and to maintain said roads and common areas in a safe condition.

3. The association may levy in any assessment year, an assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, operation and maintenance of the roads, common areas within the property, provided that any such assessment shall have the assent of seventy-five percent (75%) of the members who are voting in person or by proxy at a meeting duly called for this purpose. The maintenance of all roads, common areas shall be the responsibility of the Homeowners Association. A regular road maintenance schedule and standards for maintenance shall be established and made available for inspection. All roads shall be maintained in conformance with the schedule and standards established. The interim assessment will be \$10.00 per lot per month. Once the Homeowners' Association has been established, the association will set the fee at an amount that the association deems necessary and reasonable. Until 85% of the lots have sold, the Developer will not be required to pay the monthly fee for each lot held by the Developer.

4. Written notice of any meeting called for the purpose of taking any action authorized by Article IV, paragraph 3, above, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast 80% of the membership shall constitute a quorum. If the required quorum is not

present, another meeting may be called subject to the same notice requirements. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Assessments must be fixed at a uniform rate and may be collected on a bimonthly, quarterly, or annual basis.

6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the of twelve percent (12%) per annum, plus a reasonable attorney's fee may be assessed should an attorney be retained for the collection of said assessment. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roads or abandonment of his lot.

7. The assessments, together with such interest thereon, and costs of collection thereof as herein provided, shall be a charge on the property and shall be continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon. The liens herein created shall be deemed to be mechanic's or material men's liens as the same are defined by the laws of the State of Montana, and shall be impressed and enforced in accordance with the applicable state law concerning the same and any person buying any property herein thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants.

9. The Homeowners' Association shall be responsible for all weed control in the common areas. All weed control in the subdivision shall be pursuant to the rules and regulations of the Jefferson County Weed Control Board.

#### ARTICLE V

1. Land Use. The herein described property, and each and every separate parcel or lot hereafter created therefrom, shall be used for single family residential purposes only. There shall be no more than one single family dwelling and a separate shop/garage and a storage unit constructed or located on each such parcel or lot. A private garage shall be permitted and a storage shed. All garages and out building shall be of similar materials and design as the dwellings.

No drain field shall be placed or a system installed nor a dwelling constructed prior to the inspection, consent and approval of the Jefferson County Sanitarian.



The Association and any other person or entity appointed by the Association and all governmental authorities shall have legal access rights to all roads for police protection, fire protection, garbage service and other services necessary to the maintenance and preservation of Pine Meadow Subdivision.

The Declarant reserves the right to grant other and further easements to effectuate the purpose of these covenants and also reserves the right to vest the Association with authority to grant any such easements, subject to the plat amending procedures required by the Jefferson County Subdivisions Regulations where applicable.

No manufacturing, commercial enterprise, industrial enterprise, shall be carried on, upon, in front of or in connection with any lot. Small home base business will be permitted.

2. Maintenance. Each property owner shall provide exterior maintenance. The premises, improvements, and appurtenances shall be maintained in a neat and orderly condition. No rubbish or other wastes shall be allowed to accumulate on the property. All containers for the storage of disposal of garbage shall be kept in a clean orderly condition.

3. Temporary Structures. No structure of a temporary character, including but not limited to trailers, mobile homes, set together or expanding trailer houses or basement, barn or outbuilding, other than as above described, shall be constructed, placed or used on any lot at anytime as a residence or otherwise, nor shall any residential structure be occupied until the exterior is completed and the water supply and sewer system completed.

4. Animals and Livestock. No horse, cow, mule, donkey, bison, llama, hog, goat sheep or similar animal shall be kept or maintained on the herein described property or any lot created therefrom. However, there owner of any lot may keep the usual house pets. Pets must be kept on their owner's property and not allowed to wander on adjoining properties.

5. Sanitary Restrictions. The owner of each lot shall comply with all laws and regulations relating to water supply, sanitation, sewage disposal, and air pollution. No individual sewage disposal system shall be constructed on any lot unless it is located and constructed in accordance with the requirements, standards and recommendations of the Montana Department of Health and Environmental Sciences and Jefferson County Health Department which shall be notified and allowed to inspect any sewer system installed on any lot.

6. Fences. All property owners may fence their respective lots excepting that all fences must be well built, of good materials and well kept up so as not to adversely affect the aesthetic value of any adjoining property. No high board fences or high hedges shall be erected or raised near any intersecting roadways and or driveways.

7. Utility Easements. As noted on the Platt, easements are reserved for the installation, maintenance and repair of electric, phone, natural gas, television cable, irrigation and domestic water lines. Any and all surface disturbance to the land resulting from the installation, maintenance or repair



of any such line or utilities shall be timely repaired by the owner of the lot, or by the party having the installation made and the land shall be restored to the natural appearing conditions. For example: if lot 3 puts in something that requires excavation on Lot 4, the lot 3 owner will need to reseed and restore the disturbance on lot 3 and lot 4. All streets and roads shall serve as utility easements.

8. Gas Line. A high pressure gas line bisects the subdivision. No party may build a structure, dig, or otherwise engage in any activity within 30 feet of the gas line, without first having the line located and having read the gas line agreement, rules and regulations, which will be furnished to each owner or buyer of the land upon sale of the land.

9. Building Type. All dwellings and outbuildings shall be of good quality, and shall be constructed on the site using new materials, and shall be affixed to the land on permanent foundations. Each dwelling shall not have less than one thousand two hundred (1200) square feet on the main floor measured on the outside perimeter of the tip of the foundation, exclusive of porches, basements and garages.

Each structure's exterior shall incorporate no less than 10% exterior with stone or timber accents.

All dwellings shall be completely finished on the exterior and interior before the dwelling is occupied as a residence and before human habitation is allowed. No structure of a temporary nature, and no trailers, mobile homes, set together or expanding trailer houses, basements, pickup campers, tents, shacks, barns, garages, or outbuildings shall be used upon the property or any parcel or lot at any time as a residence. No old building, whether intended for use in whole or in part as a residential dwelling, garage, or other outbuilding shall be moved upon the property or parcel or lot thereof.

10. Building Construction. All dwelling units shall be constructed to specifications which meet or exceed equivalent provisions in the Uniform Building Code for this seismic zone.

11. Building Location. No building shall be located on any lot closer than thirty-five (35) feet to any other property line.

12. Fire Mitigation. All homes and structures shall be built using good fire mitigation practices and proper landscaping practices. A pamphlet entitled "Living With Fire" can be obtained from the Montana Department of Natural Resources.

13. Motor Vehicles No Motor vehicle which cannot be moved under its own power may be left on any lot, other than in a garage, or on any road within said property. Scrap or junk vehicles, or any parts thereof, shall not be placed or stored on any lot. Onsite parking shall be provided by the owner of each lot for all his/her automobiles, trucks, trailers, or other vehicles.

14. Signs and billboards: No sign of any kind shall be displayed to the public view on or from any lot except:

(a) Signs as may be required for legal proceeding;



(b) Residential identification signs of combined total area of 6 square feet or less.

(c) During the time of construction of any new building or other improvement, job identification signs have a maximum face area of six (6) square feet per sign of the type usually employed by contractors, sub-contractors and tradesmen; or

(d) "For Sale", "For Rent" or "Beware of Dog" signs of customary and reasonable dimensions.

(e) Small Home base Business Signs no larger than 6 sq. ft.

15. Maintenance of Improvements, Maintenance and Landscaping of Lots. The owner of each parcel or lot shall maintain the building or buildings upon each parcel or lot he owns, and all walkways and driveways, in good condition, performing all painting and make all appropriate repairs and replacements as often as the same shall be necessary. Each owner shall complete the landscaping within twelve (12) months of the completion of the dwelling. Each such owner shall maintain the landscaping upon his lot in good condition removing all noxious weed and maintaining the same shall become necessary. All noxious weeds shall be controlled pursuant to the Montana County Noxious Weed Act (MCA7-22-2116) and according to the District's Noxious Weed Management Plan. After the natural surface of the ground has been disturbed for road building or other construction, it shall be seeded with grass to control and prevent weed growth.

16. Noxious Weeds. The control of noxious weeds by the Owners Association on these areas for which the Owners Association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montanan Noxious Weed Control Act (MCA 7-232-2101 through 7-22-2153) and the rules and regulations of the Jefferson County Weed District. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment. The Owners Association is responsible for control of state and county declared noxious weeds in the subdivision parks, open spaces, community area, trails and roadways.

17. Night Time Illumination. Outdoor lights shall be directed downward and not be visible from adjacent lots.

18. Wildlife. In order to maintain the natural environment and semi-rural atmosphere of the premises, there shall be no disturbance in any way of animals or birds which nest, den or live upon the land, except as may be necessary for the protection of life or property or to comply with these restrictive covenants, and except that such animals, birds, animal nests or dens may be removed insofar as necessary for locations of a dwelling house, residence, outbuilding, roadway or utility lines.

19. Subdivision or Resale. Any tract purchased from Declarant can be resold without restriction, excepting these covenants and any by laws which may be established from time to time by the Homeowners association. No subdivision of any lot will be permitted. Minor boundary changes



which don significantly change lot sizes and which are agreeable to adjacent lot owners will be permitted.

#### Article VI

##### Duration

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot, parcel, or portion of the property subject to this declaration, and by his respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten(10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by owners of seventy-five percent (75%) of the parcels or lots as recorded. Any amendments to be effective must be properly recorded.

#### ARTICLE VIII

##### General Provisions

1. Notice. Any notice required to be sent to any member or owner un the provisions of this declaration shall be deemed to have been properly sent when mailed by certified or registered mail, postage prepaid to the last known address of the person who appears as member or owner of the records of the association at the time of such mailing.
2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants; and, failure by the association or 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.
3. Invalidation. Invalidation of one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
4. Attorney's fees. In any action brought by the association or any one of its members, to enforce the provisions hereof, whether legal or equitable, the prevailing party shall be entitled to a reasonable attorney's fee fixed by the court.
5. Incorporation. The association may incorporate upon the vote of eighty percent of the members who are voting in person or by proxy at a meeting duly called for this purpose. If the association does not incorporate, it shall operate as an unincorporated association, and may adopt by

laws to govern such association upon a vote of eighty percent (80%) of the members who are voting in person or by proxy at a meeting duly called for such purpose.

6. Developer's Exemption. The Developer shall be exempt from paying lot fees, until such time as the lots are sold. At that time, the new lot owners shall start paying fees pursuant to the payment schedule established by the association.

7. Westover/Pink house Exemption. The pink house located on lot 17, has been reserved by Muriel West over. This house will be exempt from the covenants during the lifetime of Muriel Westover and while the pink house is still in existence. However, should the pink house be replaced or if the property is ever sold or transferred to someone other than a direct descendant of Muriel Westover, they shall be bound by these covenants.

8. Lot 17 Drain field. Lot 17, because of its proximity to Prickly Pear Creek shall be required to have a class 2 drain field, when and if it is developed and a septic system is installed.

9. Original Covenants : The land comprising this subdivision is the remainder parcel form the Sleepy Hollow Subdivision. Therefore, these parcels are also bound by those covenants. The Restrictive Covenants are filed in book 52 Misc., Jefferson county, Montana. The Amended Restrictive Covenants of Sleepy Hollow are found at Document Number 220390, Records of Jefferson County, Montana. The more restrictive of the two versions, i.e., Sleepy Hollow Covenants, and these covenants, shall control, unless otherwise agreed by the owners of lots in Sleepy Hollow.

10. Hold Harmless Clause. The Declarant shall impose o the property an irrevocable restrictive covenant, binding himself, his heirs, successors and assigns, and all future owners of property within the subdivision; and agreeing therein to hold Jefferson County harmless and indemnify Jefferson County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the county's costs and attorney's fees, arising in any manner whatsoever out of, or relating to the existence, used operation, repair and/or maintenance of the following:

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hands this 19<sup>th</sup> day of October, 2011.

Alvin B. Arnold

State of Montana )

: ss.

County of Jefferson)

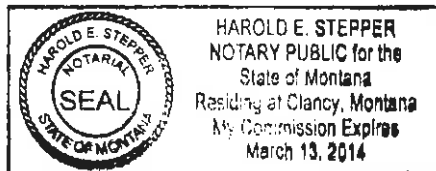
On this 19<sup>th</sup> day of October, 2011, before, the undersigned, a Notary Public for the State of Montana, personally appeared Al Arnold, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



242268 Fee \$80.00 Page 9 of 10

JEFFERSON COUNTY  
Recorded 10/19/2011 At 3:15 PM  
BONNIE RAMEY, Clerk and Recorder

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year first above written.



Harold E. Stepper  
HAROLD E. STEPPER

NOTARY PUBLIC FOR THE STATE OF MONTANA

Residing at: Clancy, Montana

My commission expires: 3-13-2014



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JEFFERSON COUNTY  
Recorded 10/19/2011 At 3:15 PM  
BONNIE RAMEY, Clerk and Recorder



236215 Fee \$44.00 Page 1 of 4

JEFFERSON COUNTY

Recorded 2/3/2010 At 1:00 PM

BONNIE RAMEY, Clerk and Recorder

Rv

*Cathy J. DuBois*  
Deputy

Brian Schweitzer, Governor  
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • [www.deq.mt.gov](http://www.deq.mt.gov)

February 2, 2009

Al Arnold  
1330 Walnut Street  
Helena MT 59601

RE: Pine Meadows Subdivision  
Jefferson County  
E.Q. #08 2993

Dear Mr Arnold:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

Steve Kilbreath, Supervisor  
Subdivision Review Section

SK/le

cc: County Sanitarian  
County Planning Board

STATE OF MONTANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CERTIFICATE OF SUBDIVISION APPROVAL  
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder  
Jefferson County  
Boulder, Montana

E.Q. #08-2993

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Pine Meadows Subdivision

A tract of land located in the West Half of the Southwest Quarter of Section 26, and the Northwest Quarter of Section 35, Township 9 North, Range 3 West, P.M.M., Jefferson County, Montana

consisting of Seventeen Lots have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the Lot sizes as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each Lot shall be used for one single family dwelling, and,

THAT each individual water system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 50 – 500 feet, and,

THAT each individual sewage treatment system will consist of a septic tank with effluent filter and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.8 gpd/ft<sup>2</sup> for Lot 3, Lot 4, Lot 5, Lot 6, Lot 11, Lot 12, and Lot 17, an application rate of 0.6 gpd/ft<sup>2</sup> for Lot 1, Lot 2, Lot 13, Lot 14, and Lot 16, and an application rate of 0.5 gpd/ft<sup>2</sup> for Lot 7, Lot 8, Lot 9, Lot 10, and Lot 15, and,



236215 Fee \$44.00 Page 2 of 4  
JEFFERSON COUNTY  
Recorded 2/3/2010 At 1:00 PM  
BONNIE RAMEY, Clerk and Recorder





Page 2 of 3  
Pine Meadows Subdivision  
Jefferson County  
E.Q. #08-2993

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the stormwater structures shall include one each 36 foot long CMP culvert, one each 40 foot long 2.5' CMP culvert, three 40 foot long 2' CMP culvert, one each 48 foot long 2.5' CMP culvert, one each 50 foot long 2.5' CMP culvert, two detention ponds 10' x 40' x 1.5' deep, two detention ponds 10' x 40' x 2' deep, **and all lots shall have a minimum of 15,000 square feet and a maximum of 21,780 square feet of landscaping.** All stormwater structures shall be located as shown on the stormwater layout and constructed in accordance with plans and specifications of DBEC, Inc. dated received September 23, 2008, and,

THAT each lot is limited to 1/2 acre (21,780 square feet) of well-supplied irrigation property (e.g. lawn, garden, shrubbery, and trees), and the irrigated area shall be limited to the area immediately surrounding the home site, and,

THAT the property owners shall conserve well-supplied water and not unduly waste water through evaporation, runoff or infiltration (e.g. decorative pond, stream or fountain, etc.). This groundwater use restriction does not restrict short duration and limited recreational uses such as non-leaking swimming pools, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.



236215 Fee \$44.00 Page 4 of 4  
JEFFERSON COUNTY  
Recorded 2/3/2010 At 1:00 PM  
BONNIE RAMEY, Clerk and Recorder

Page 3 of 3  
Pine Meadows Subdivision  
Jefferson County  
E.Q. #08-2993

THAT pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 2<sup>nd</sup> day of February, 2009.

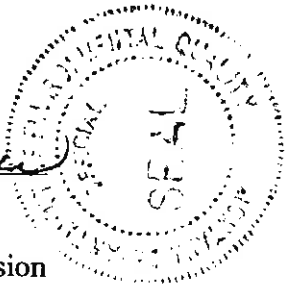
COS #236214 , Folio 862-A

RICHARD OPPER  
DIRECTOR

By:

*for*

*Mary Schuredo*  
Steve Kilbreath, Supervisor  
Subdivision Review Section  
Permitting and Compliance Division  
Department of Environmental Quality

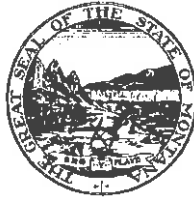


Owner's Name: Al Arnold

# SECRETARY OF STATE

STATE OF MONTANA

LINDA McCULLOCH



Montana State Capitol  
PO Box 202801  
Helena, MT 59620-2801  
(406)444-3665  
<http://www.sos.mt.gov>

JEFFERSON COUNTY  
ATTN HAROLD STEPPER-PLANNING  
PO BOX H  
BOULDER MT 59632

RE: PINE MEADOWS RD. USERS  
ASSOCIATION  
ARTICLES OF INCORPORATION  
Filing Date: January 26, 2010  
Filing Number: D201248 - 1029622

January 26, 2010

Dear Sir or Madam:

I've approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

A handwritten signature in cursive script that reads "Linda McCulloch".

Linda McCulloch  
Secretary of State

## PRIORITY



236216 Fee \$174.00 Page 1 of 22  
JEFFERSON COUNTY  
Recorded 2/3/2010 At 1:00 PM  
BONNIE RAMEY, Clerk and Recorder  
Rv

*Cathy J. DuBos*  
Deputy Dep.

# SECRETARY OF STATE

STATE OF MONTANA

LINDA McCULLOCH



Montana State Capitol  
PO Box 202801  
Helena, MT 59620-2801  
(406)444-3665  
<http://www.sos.mt.gov>

JEFFERSON COUNTY  
ATTN HAROLD STEPPER-PLANNING  
PO BOX H  
BOULDER MT 59632

RE: PINE MEADOWS RD. USERS  
ASSOCIATION  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
Filing Date: January 26, 2010  
Filing Number: D201248 - 1029626

January 26, 2010

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