

Return to:
Karen Evans
P.O. Box 1132
Thompson Falls, MT 59873

COVENANTS AND RESTRICTIONS
For TIMBER MEADOWS & TIMBER MEADOWS II SUBDIVISIONS

DECLARANT, Hyper K, Inc, owner of all the lots in Timber Meadows Minor Subdivision (COS #2833MS) and Timber Meadows II Subdivisions (Plat filed 5-20-09) hereby revokes and rescinds all of the following documents:

- Covenants and Restrictions Timber Meadows Minor Subdivision, filed Misc #6006
- Road Maintenance Agreement Timber Meadows Subdivision, filed Misc #6007
- Covenants and Restrictions Timber Meadows II Major Subdivision, filed Misc #6342
- Road Maintenance Agreement Timber Meadows II Subdivision, filed Misc #6344

DECLARANT hereby adopts the following Covenants and Restrictions, which shall be applicable to all lots (lots 1-26) of Timber Meadows (COS #2833MS) and Timber Meadows II Subdivision (filed 5-20-09).

NOW THEREFORE, the Declarant does 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 subdivisions. The word "Lot Owner" as used herein shall refer to the owner of any lot in Timber Meadows or Timber Meadows II Subdivision.

1. LAND DIVISION - No lot shall be further subdivided.
2. BUILDING SITE - No dwelling, house or any part thereof shall be erected on any lot within thirty (30) feet of the front line, sidelines, or rear line of each lot.
3. DWELLINGS – Lots shall be used for single family residential purposes only. An additional mother-in-law apartment or other small guest cottage (not to exceed 1,000 square feet) will be permitted, provided it complies with Sanders County Environmental Health regulations and the State of Montana Dept. of Environmental Quality.
All dwellings or houses must have a permanent foundation. The dwelling or house may be of frame, 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. The dwelling or house may have colored metal roofing, but shall not be sided with the same. Out buildings, such as a shop or garage may be finished with a colored metal exterior, if completed in an attractive work-man-like manner. No dwelling or buildings shall have a bright or offensive colored exterior or roof. The number of out buildings on each lot shall be restricted to one garage, plus one large out building (shop/barn) in excess of 800sq. feet, in addition to two smaller out buildings, such as a small barn or garden/wood shed. Any building must be completed as to exterior finish within 12 months of initial construction.
4. RECREATIONAL VEHICLES OR TEMPORARY STRUCTURES USED AS DWELLINGS – The use of a camper or recreational vehicle as a residence is permitted for one (1) year while a permanent residence is being constructed.

Recreational campers/ vehicles are also permitted on the lots for temporary recreational purposes. One RV may remain visible on each lot as long as it is not used as a permanent residence. 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. Tent(s) may be used for short periods for recreational purposes, but in no case shall tents be used for more than 14 days.

5. UTILITIES, SANITATION, & WATER – The electrical power, telephone, water and sewer shall be at the individual lot owners' expense. 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.

7. COMMERCIAL ACTIVITY - Home businesses are permitted if the business does not significantly increase the flow of traffic on Timber Meadows Lane or any 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.

8. PROPERTY APPEARANCE - No lot shall be used or maintained as a dumping or storage area for rubbish, trash, garbage or garbage recycling. No piles of unused materials of any kind shall be visible on any lot; they must be enclosed in a garage/shop. 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, logging trucks, graders, loaders, and etc. will be allowed on a lot at any given time (except during construction).

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. No dogs may run at large or endanger wildlife. No goats or pigs are permitted on any lot. The lots shall in no way be used as a commercial feed lot or for any commercial animal breeding purposes. Cloven hoofed animals and horses shall be limited to a maximum of 2 adult animals per acre of land (each juvenile or miniature animal shall count as ½ an animal for these limitations).

11. FENCES - Any and all fences shall be constructed in a work-man-like manner, consist of standard fencing materials, and be well maintained.

12. CULVERTS - Twelve (12) inch culverts or larger arch pipe must be installed where driveways cross the main road ditches. This is the lot owners responsibility.

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

14. FIRE PROTECTIONS - All lot owners shall adhere to the guidelines as outlined in the "Fire Protection Guideline for Wildland Residential Interface Development" (available through the Department of Natural Resources).

15. 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.

16. ROADS AND MAINTENANCE - This paragraph pertains to the maintenance of the private roadways, (Timber Meadows Lane and spur roads), which are depicted on the subdivision plat of Timber

Meadows and Timber Meadows II Subdivision. These conditions are perpetual and cannot be rescinded or revoked unless the county or state agrees to assume responsibility for maintenance of Timber Meadows Lane and spur roads within the subdivision.

a) To keep and maintain the private road system, an initial yearly maintenance fee of \$100 will be levied against each lot. The annual maintenance fee will be adjusted for future inflation and agreed upon community needs by a 75% vote of the Lot Owners. The fees and assessments provided for herein are under the control of the Declarant 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, Declarant assumes the responsibility of collecting fees, and arranging for the maintenance, repairs or plowing of snow. This fee ensures that the roads will be maintained for normal access 12 months of the year.

b) Each Owner, his/her guests and invitees and the Declarant shall have a perpetual, non-exclusive easement on Timber Meadows Lane and any spur roads as depicted on the subdivision Plat. The road is privately owned and maintained by the lot owners. The 60 foot road easement also is for construction and maintenance of utilities and drainage as shown on the Plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the road or such 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 them at their own risk and 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 owners.

d) The expense of major improvements such as additional graveling, dust coating or paving, will only be done 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 owners shall meet at least annually for the purpose of fixing assessments.

17. 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.

18. APPURTENANT & AMENDMENT - 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 with the Sanders County Commissioners approval.

19. ENFORCEMENT - These Covenants and Restrictions shall be applicable to the property known as Timber Meadows (COS #2833MS) and Timber Meadows II Subdivision, and such Covenants and Restrictions may be enforced by the owner of any lot affected thereby. The failure by the Declarant, or any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarant shall have no duty to take any affirmative action to enforce any restrictive covenants, nor shall they be subject to any liability for failure to so act.

If any person entitled to do so shall bring formal legal action to enforce any provision of this Agreement the prevailing party to such action shall be entitled to recover from the other party reasonable attorney's fees and costs of the action.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and be a proper forum for any enforcement action initiated hereunder. It is understood that the Sanders County Board of Commissioners is a party to these covenants, and has no obligations to enforce them.

DATED this the 13th day of July, 2009.

DECLARANT:

Karen R. Evans
KAREN R. EVANS, President of Hyper K, Inc.

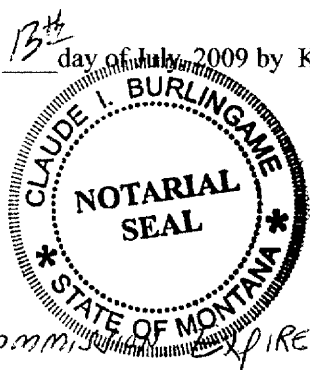
This instrument was acknowledged before me this the 13th day of July, 2009 by Karen R. Evans, as President of Hyper K, Inc.

STATE OF MONTANA)

County of Sanders)

Claude I. Burlingame
Notary Public for the State of Montana
CLAUDE I. BURLINGAME

:Ss



My Commission Expires 7-18-2011

Approved by Sanders County: Carol A. Book Commissioner
Autumy B. Cox Commissioner
Daniel M. Miles Commissioner
Planning & Land Services