

283052

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

REMINGTON RANCH PROPERTIES

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Covenants") is made this 15th day of OCTOBER, 1997, by the undersigned owners of the real property described herein.

WITNESSETH:

WHEREAS, the undersigned are the owners of the following described real property situated in Carbon County, Montana:

Lot 18A, Lot 18B, Lot 18C, Lot 18D, and Lot 18E of Creekside Estates at Remington Ranch, Section I, Subdivision Plat No. 1620 11th Amended, Carbon County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 282965.

WHEREAS, situated on said real property are certain sixty foot (60') wide easements and rights-of-way, which provide access, ingress and egress to the Property subject to these Covenants; and

WHEREAS, the undersigned propose that said Property be developed, sold, improved and maintained pursuant to a common set of standards and plan of development, and desire to place covenants, restrictions and conditions upon said Tracts for the benefit of the owners of all of said lands.

NOW, THEREFORE, the undersigned hereby declare that all of the property 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 insure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

1.1 "Architectural Review Committee" or "Architectural Committee" shall mean the Architectural Review Committee appointed by the Board of Directors of the Association whose

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function is to review the plans, specifications, designs and locations of structures and other improvements to be constructed or erected on any Tract.

1.2. "**Association**" shall mean Remington Ranch Master Association, Inc., a Montana nonprofit corporation, and its successors and assigns.

1.3. "**Board of Directors**" or "**Board**" shall mean the duly elected and qualified members of the Board of Directors of the Association.

1.4. "**Covenants**" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for the Property, as it may from time to time be amended or supplemented.

1.5. "**Common Facilities**" shall mean those areas which are to be improved, repaired and maintained by the Association for the benefit of all Owners, including without limitation (i) the areas within the Main Access Road Easements, and (ii) the areas within the Fire Suppression Ponds, all of which are described in Section 3.1 below, together with all driveways, culverts, roads, streets, improvements, and landscaping on or serving the foregoing properties (including without limitation the log entry gate or structure located at the main entry to the Property from Montana Highway No. 78), and all fixtures and appurtenances used therewith or attached thereto, and all tangible and intangible personal property at any time owned or controlled by the Association for the common use and benefit of the Owners.

1.6. "**Declarants**" shall mean Remington Montana Company and Red Lodge West LLP, and their successors and assigns if the rights, obligations and duties of such Declarants under these Covenants and the Bylaws of the Association have been expressly assigned to such successors or assigns in writing, and shall not mean a buyer or successor Owner of any Tract sold or conveyed by Declarants unless accompanied by said express written assignment.

1.7. "**Guidelines**" shall mean design guidelines which may from time to time be adopted and published by the Architectural Review Committee to set forth procedures for review of plans and standards and criteria which the Architectural Review Committee expects to follow in reviewing proposed developments within the Property.

1.8. "**Improvement**" or "**Improvements**" shall mean and include (i) the construction, improvement or alteration of any buildings, outbuildings, roads, driveways, walkways, parking areas, fences, screening walls and barriers, retaining walls, stairs, railings, artifacts, decks, water lines, wells, sewers, electrical and gas distribution facilities, (ii) any hedges, windbreaks, plantings (except those in specific confined gardens or planters), grasses, lawns, planted trees and shrubs, and landscaping of every type and kind, (iii) any poles, signs, loading areas and all other structures and installations of every type and kind, whether above or below the land surface, (iv) any grading, levelling or reconfiguration of the natural or physical characteristics of a Tract, and (v) any subdivision, resubdivision, split, alteration or reduction in size of any Tract in any way or manner whatsoever. The foregoing Improvements shall not include interior remodeling or redecoration of a building or structure on a Tract, provided that such remodeling or redecoration does not affect the exterior appearance of any such building or structure.

