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The following Declaration of Covenants, Conditions and Restrictions for
Creekside Estates III at Remington Ranch

are a supplement to

the Declaration of Covenants, Conditions and Restrictions for
Tracts 7, 8, 14, 15, 16, 17 and 18 of
Certificate of Survey No. 1620 Amended
for the Remington Ranch

originally recorded October 10, 1995 at 3:28 pm by Document No. 274657.

The following items shall be amended as follows (and are highlighted in bold within the body of the covenants):

- Page 1 2.03 Further subdivision of subject Tracts shall not be prohibited provided that any such further subdivision shall be subject to review and approval by the Architectural Committee as set forth in Section 3 herein as well as by all applicable branches of local government having jurisdiction, and available sewer and water services from the City of Red Lodge or a Municipal Utility District.
- Page 2 2.04 Only one single-family dwelling shall be allowed per Tract or on any future subdivided portion thereof together with such reasonable and related ancillary structures as may be desired by the Tract Owner such as a barn, corrals, a workshop, and a detached garage or a storage building. No multiple-unit residential structures shall be allowed.
- Page 2 2.08 2nd paragraph
Every Tract Owner or occupier shall exercise care and diligence to control soil erosion, including but not limited to the construction of appropriate ditches and/or the installation of corrective landscaping and seeding. No Owner shall be permitted to flood irrigate.
- Page 4 3.12 Structures shall be limited to a height restriction of 35 feet from the average grade of the lot.

**CREEKSIDE ESTATES at REMINGTON RANCH
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CARBON COUNTY, MONTANA**

WHEREAS, Marshall Willis and Robert Berry (Hereinafter referred to as the "Declarants") are the owners of the following described real property:

That certain real property located in Tract 8 of Certificate of Survey No. 1620 Amended in the NW1/4SE1/4 of Section 28, Township 7 South, Range 20 East;

AND WHEREAS, Declarants desire to place protective covenants and building restrictions on the Subject Property to insure for the benefit of the Declarants and for all future purchasers and owners of said Tracts (hereinafter referred to as the "Owners") the use and enjoyment of the Subject Property for ranch and residential use in a residential neighborhood, of the highest quality, desirability and attractiveness wherein the natural beauty and agricultural utility of the Subject Property may be preserved and its value protected and enhanced for all owners;

NOW THEREFORE, in consideration of these premises, the undersigned claimants hereby set forth and establish this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Covenants") which shall hereafter be attached to the Subject Property and be applicable to and binding upon Declarants and all subsequent and future Owners of each of the above described Tracts constituting the Subject Property.

1.0 PERSONS BOUND BY THESE COVENANTS

1.01 Those bound by these Covenants are the Declarants and all subsequent Owners, whether present or future, and whether individuals, partnerships, corporations, cooperatives, associations or any other legal entity who or which may possess or hereafter acquire any interest in and to the Subject Property or any Tracts or portions thereof. All such parties shall be taken and held to agree and to covenant with each other and with their heirs, devisees, trustees, assigns and successors in interest of every kind to conform to and observe these Covenants and to take their interest in the Subject Property subject hereto.

2.0 LAND-USE RESTRICTIONS

2.01 The use of all Tracts and all buildings and improvements which may be constructed thereon shall be restricted to residential and related family-agricultural uses. No commercial, industrial, retail, hotel, bed and breakfast inn or other business uses, nor church use or religious gatherings shall be allowed, however, a personal home-office shall be permitted within a residence provided any business conducted therein does not result in any increased vehicular traffic in the area of the subject Tracts beyond a residential or family-agricultural use, nor any increased parking of vehicles or the posting of advertising or business identification signs.

2.02 It shall be the responsibility of the owner of each Tract to install and bear the cost of any boundary fencing which the owner may desire, together with the maintenance thereof, in order to fence out any pre-existing and unwanted livestock of Declarants which may be pastured from time to time on adjacent property. In addition, it shall also be the obligation and responsibility of each owner to fence in and to restrain any new livestock which any such owner may choose to run within the boundaries of his or her own Tract as set forth in Paragraph 7.01 herein.

2.03 Further subdivision of subject Tracts shall not be prohibited provided that any such further subdivision shall be subject to review and approval by the Architectural Committee as set forth in Section 3 herein as well as by all applicable branches of local government having jurisdiction.

2.04 Only one single-family dwelling shall be allowed per Tract or on any future subdivided portion thereof together with such other reasonable and related ancillary structures as may be necessary or desired by the Tract Owner such as a guest house or cabin, barn, corrals, a workshop and a detached garage or a storage building. No multiple-unit residential structures shall be allowed.

2.05 No structures of any kind shall be located closer than seventy-five feet (75') from any property line nor closer than seventy-five feet (75') from any right of way or access easement. The building of a structure in violation of this restriction may result in enforcement requiring the removal of said structure at the owner's expense.

2.06 Utilities and service connections in or across the Subject Property and within the individual tracts shall be installed underground, including but not limited to any further electrical and telephone services and including as well any future water, sewer, natural gas, cable television and any other services or utilities of each and every kind.

2.07 No tract shall be used for the purpose of mining, boring, drilling or the exploration for or extraction of oil, gas, minerals, rock, stone, gravel or earth other than as may be reasonably incidental to the construction of authorized structures, access ways, drives or other authorized improvements. No sand, gravel, soil or surface material shall be removed from any Tract or portion thereof which would result in change of topography, elevation or appearance of the land other than for the preparation of a building site, a stream bed or a decorative pond. Any barren areas which may be cleared or stripped of vegetation in the process of construction of buildings or improvements on a Tract shall be completely replanted or restored by the Owner to its original or improved condition within six (6) months following completion of construction.

2.08 No Owner shall alter or interfere with the natural or existing course of any stream bed or irrigation ditch which may traverse a Tract carrying water to other Owners downstream whether within the Subject Property or beyond, nor alter the course or direction of any existing surface drainage or run-off patterns which results or may result in the diversion of storm water onto the property of another without written permission from such other party having first been obtained in advance.

Every Tract Owner or occupier shall exercise care and diligence to control soil erosion, including but not limited to the construction of appropriate ditches and/or the installation of corrective landscaping and seeding.

2.9 No removal of trees shall be permitted except to provide for the safety of structures or for ingress and egress to a building site. Removal of dead material and brush is permitted.

2.10 No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any of the Tracts or on any buildings or vehicles thereon excepting modest house signs or driveway entrance signs identifying the address or occupants of a dwelling, normal door signs on business vehicles and one realtor's sign when a Tract is for sale or lease not to exceed four (4) square feet in size.

2.11 It is recognized that at some point in the future the Red Lodge area could well develop and grow to the point where a more intensive and profitable use or development of the Subject property or of any of the individual Tracts thereof may be deemed by some or by all of the Tract owners to be more

