

## MEADOWOOD AT REMINGTON RANCH MAJOR SUBDIVISION

DECLARATION OF RESTRICTIONS  
COVENANTS AND CONDITIONS

WHEREAS, Red Lodge West LLP is the owner of the Meadowood at Remington Ranch Subdivision, a Property described by a Subdivision Plat recorded in Carbon County, Montana, and they desire to impose upon the subdivision owned by them the restrictions and covenants hereinafter set forth for the benefit of themselves and any other subsequent owners of all or a portion of said Meadowood at Remington Ranch Subdivision.

NOW THEREFORE, said Meadowood at Remington Ranch Subdivision hereby declares to and agrees with each and every person (his, hers, theirs, or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons who shall become owner of any of the said lots), in addition to the ordinance of the County of Carbon, Montana, shall be and are hereby bound to the covenants and restrictions set forth in this Declaration of Restrictions and that the Meadowood at Remington Ranch Subdivision and each lot shall be held and enjoyed subject to and with the benefit and advantages of the following restrictions, limitations, conditions, covenants, and agreements, as follows:

## ARCHITECTURAL COMMITTEE:

## (a) Purpose:

To assure through architectural control of building design, placement, and construction, that Meadowood at Remington Ranch Subdivision shall become and remain an attractive residential area.

## (b) Membership:

The Architectural Committee shall be composed of four (4) persons. The original committee shall consist of Ronald M. Henry, Dixie Lee McCampbell, Micky L. Hawman, and Patrick G. Benz, as members of Red Lodge West LLP. They will serve until such time as six (6) residences have been constructed on Meadowood at Remington Ranch after which time two (2) additional members will be elected by the owners of these six (6) residences. After six (6) additional residences have been constructed, for a total of twelve (12) residences, the owners of these residences will elect two (2) more residence owners as members, increasing the total Architectural Committee to a full number of eight (8) members. Membership will be limited to developers and residence owners only.

## (c) Authority:

No structure, including walls, fences, and utility lines, shall be erected, converted, placed, or added to or altered on any lot until the construction plans and specifications, materials to be used, color, and location have been approved by the Architectural Committee. The Committee shall not approve the project unless the materials, colors, location, plans and specifications result in a structure that harmonizes with the existing structures in area and/or blends with the surroundings and the structure is located in such a manner as to suit the topography of the lot as well as being located in an aesthetically pleasing place. In no event shall any construction, planting or other obstruction be allowed to be placed on any lot that might interfere in any way with the maintenance or operation of any irrigation facility within the Subdivision. Variances may be granted by an approval vote of 75% of the membership of the Architectural Committee.

## (d) Procedure:

All applications for approval shall be in writing and either hand delivered to a member of the Architectural Committee or mailed to the Architectural Committee, Meadowood at Remington Ranch, P. O. Box 13, Red Lodge, Montana, 59068, or to such other address as may be established from time to time as the membership of the committee may change in the future. The Architectural Committee shall act upon all such applications within thirty days after delivery to them of the application. The Architectural Committee may express approval passively by not giving written notice of approval within the thirty day period. The Architectural Committee shall only disapprove an application by a vote against the application by a majority of the members. Such disapproval shall always be in writing stating the reason for disapproval. All applications, written approvals, and disapprovals shall either be hand delivered and a written receipt obtained from the recipient or be mailed in such a way that a receipt of delivery is obtained from the recipient.

## BUILDING LOCATION AND SIZE:

No building shall be located on Meadowood at Remington Ranch without having first been approved for that location by the Architectural Committee. The Committee shall consider such things as nearness to property lines, visual relationship with other lot owners buildings, and aesthetic values. The object is to retain privacy between lots by either distance or by visual screening. Any building under construction shall be completed within a twelve (12) month period. Any building or structure erected in said Subdivision shall be of new construction. Modular or other prebuilt homes shall not be allowed. All new buildings shall be of construction to fit the natural area, i.e., logs, planks, rock, glass, etc., and will have a first floor area greater than twelve hundred (1200) square feet. No building or other structure shall be located nearer than twenty (20) feet to a boundary line of the tract of which it is situated. Disapproval of a structure may be based on purely aesthetic values as seen by the Architectural Committee.

## TEMPORARY STRUCTURES AND TEMPORARY HOUSING:

No structure of a temporary or a mobile nature, trailer, tent, mobile home or motorhome shall be placed on a lot for longer than seven consecutive days and nights except that the Architectural Committee may grant a permit for any of the above on a lot for longer periods during the construction phase of a permanent structure or for vacation camping. An application for such a permit shall be handled in the same manner as other applications under the (d) procedure clause of the Architectural Committee as previously set forth herein. In no event shall such a permit be granted for a period in excess of one year.

## FENCES:

The design of all fences and the method of construction is subject to mandatory approval of the Architectural Committee as previously set forth under the (c & d) procedure clause of the Architectural Committee.

## AMENDMENTS TO DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS:

Amendments to this Declaration of Restrictions, Covenants, and Conditions will require 75% approval vote of all lot owners with additional approval and acceptance by appropriate governmental agencies.

#### SIGNS:

No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any of the Lots 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 Lot is for sale or lease not to exceed four (4) square feet in size.

#### UTILITIES:

Installation for all new utility lines including but not limited to water, sewer, power, cable TV, telephone, and other transmission poles or lines shall be underground.

#### SUBDIVISION OF INDIVIDUAL ESTATES:

No lot may be subdivided or partially leased. Each lot must remain as it is in the subdivision plat of Meadowood at Remington Ranch Subdivision as filed in the public records of Carbon County, Montana. Under no condition may this restriction be altered or amended.

#### VEHICLE PARKING:

All vehicles, boats, trailers of any kind, whether self-propelled or not, shall be parked in such a manner that they are not a nuisance, aesthetically or otherwise, to the other lot owners. No inoperative vehicles or other vehicles (trailers, boats, trucks, motorhomes) shall be kept on any Meadowood at Remington Ranch lot unless such vehicle is kept inside an enclosed garage or an Architectural Committee approved fenced area.

#### SALE OF SURFACE AND SUBSURFACE MATERIAL:

Meadowood at Remington Ranch lot owners are prohibited from selling or removing any material from the surface or subsurface of a Meadowood at Remington Ranch lot that would result in a change of the appearance and or level of said lot other than as a normal incident to residential construction without the prior approval of the Architectural Committee.

#### ANIMALS:

No animals or fowl of any kind, whether domestic or customarily wild, shall be kept on a Meadowood at Remington Ranch lot unless maintained in a yard or pen and not allowed to run loose except when accompanied by someone capable of keeping the animal or fowl under control. This paragraph shall in no way refer to the indigenous wild animals and fowl inhabiting the Meadowood at Remington Ranch area. Supplemental feeding of such wild fowl and animals shall not constitute keeping an animal or fowl. The keeping or maintaining of cattle, horses, swine, goats, sheep, fowl or other barnyard animals, livestock or poultry is prohibited in said Subdivision.

#### REFUSE, RUBBISH, TRASH AND JUNK:

All waste, refuse, rubbish, trash, and junk shall be kept and disposed of in a sanitary manner. All household waste refuse, rubbish, and trash shall be kept in closed containers inside a residence, basement, garage or an auxiliary building. Also no automobiles, trucks, tractors, or other vehicles, whether self propelled or not, shall be permitted to remain on a lot in a non-operable condition unless stored in a garage or other suitable structure. All refuse and rubbish (trash) of every kind (except leaves and dead limbs to be burned) and junk shall be removed by the lot owner.

#### CLEARING OF TREES:

Approval shall be obtained from the Architectural Committee to clear, cut down, or kill any trees on any lot other than those necessary as a normal incident to the main residential construction.

#### EASEMENTS AND RIGHTS-OF-WAY:

Each tract shall be subject to all easements and rights-of-way of record, and those which the owner may grant for the installation and maintenance of water, sewage, power, telephone, irrigation ditches, and other utility lines. No shrubbery, trees, plantings or buildings shall be placed or built upon any such right-of-way or easement.

#### IRRIGATION DITCHES:

No shrubbery, trees, plantings, buildings, fences, or other structures shall be allowed to be placed within 20 feet of the centerline of any irrigation ditch within the Subdivision. Owners of individual lots shall have no rights to water from the irrigation ditches. It is expressly understood and agreed that any items, objects, structures, or buildings placed within the easements for irrigation ditches as delineated on the Meadowood at Remington Ranch Subdivision Plat as recorded in Carbon County, Montana, shall immediately and forever become the property of the Ditch Company. It is further understood and agreed that the respective Ditch Companies shall forever be held harmless for any liability not caused by direct action or intentional negligence on their part. Individual lot owners are advised to exercise care and good judgment when recreating near the irrigation ditches. No flood irrigation shall be done on the property.

#### LANDSCAPING:

Any area of Meadowood at Remington Ranch laid barren as a result of any construction or improvement shall be replanted by the owner of said lot within six weeks of construction completion unless weather conditions prohibit. Propane and any other bottled gas must be shielded by shrubbery or other means, previously approved, in writing, by the Architectural Committee. Any and all landscaping shall require approval of the Architectural Committee.

#### NUISANCES:

Nothing shall be done or permitted on Meadowood at Remington Ranch which is or may become an annoyance or nuisance to the other lot owners. Specifically labeled, but not all inclusive, as nuisances are the following.

- (a) Noxious Weeds - Noxious Weeds as defined by state statute and specifically including "knap weed", must be constantly controlled by the land owner in accordance with state and county laws and ordinances.

(b) Lights, Sounds and/or Odors - No lights shall be emitted from any property which is unreasonably bright or causes unreasonable glare. No outside lights more than eight (8) feet above ground level will be allowed on any lot in said Subdivision; no sound shall be emitted on any property which is unreasonably loud or annoying; and no odor shall be emitted on any property which is noxious or offensive to others. Neither hunting nor the discharge of any rifle, shotgun, pistol or other firearm shall be permitted at any time on any lot.

(c) Operation of "off-road" vehicles such as trail bikes or snowmobiles will be prohibited.

**BUSINESS OR COMMERCIAL ACTIVITY:**

All business or commercial activity shall be conducted and contained within the resident family dwelling as the real property which is subject to the restrictions is to be used for single family residential purposes and for horticulture, arts, and crafts which may be regarded essentially as home occupations only. Specifically allowed uses include home offices so long as use of a home office does not result in traffic flow to and from the office that may be considered offensive or excessive. No machinery, appliance, or structure shall be placed or operated in said Subdivision for the purpose of facilitating the carrying on of any trading, manufacturing, mining or repairing business or the selling of any article of commerce.

**SEPTIC TANKS OR SEWAGE OR WASTE DISPOSAL SYSTEMS:**

Any septic tank or sewage or waste disposal system and any private water supply system, including wells, shall be located, installed, and maintained at all times in compliance with standards established by the Montana State Board of Health and by any other governmental agency with jurisdiction. When central sewer becomes available to the area, residents within said Subdivision shall connect to it.

**NO MINING OR DRILLING:**

No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for oil, gas, coal, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

**ENFORCEMENT:**

These restrictions, covenants and conditions are to run with the land and are to be binding upon all parties and all persons claiming ownership under them. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate them either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction, covenant or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction, covenant or condition herein contained shall not in any way affect any of the other restrictions, covenants, and conditions, but they shall remain in full force and effect. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorney's fees.

**PERSONS BOUND BY THESE COVENANTS, CONDITIONS AND RESTRICTIONS:**

The undersigned and all individuals or entities who shall hereafter acquire any interest in and to any part or portion of Meadowood at Remington Ranch Subdivision shall be taken and held to agree and covenant each with the other and with their heirs, devisees, trustees, and assigns to conform to and observe the above restrictions, covenants and conditions as to the use thereof and as to the construction of dwellings and improvements thereon.

ALL LOTS WITHIN THE SUBDIVISION SHALL BE DEEMED RESIDENTIAL LOTS. SUBJECT TO THE ABOVE LISTED RESTRICTIONS.

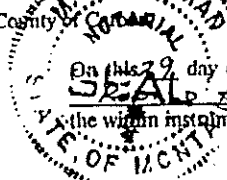
**IN WITNESS WHEREOF,**

Red Lodge West L.L.P., owner of Meadowood at Remington Ranch Major Subdivision, has executed this declaration the day and year as written below.

Signed: Ronald M. Henry Dated: 10-29-96

STATE OF MONTANA )  
County of CARBON ) ss.

On this 29 day of Oct 1996, before me, a Notary Public for the State of Montana, personally appeared Ronald M. Henry known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Ronald M. Henry  
Notary Public for the State of Montana  
Residing at Red Lodge  
My commission expires 2-12-99

State of Montana, } ss. This instrument file # 279274 was filed in my  
County of Carbon, } office this 14 day of November 1996  
at 2:13 o'clock P.M.

Roger D. Nowman  
County Clerk & Recorder  
Roger D. Nowman  
Fee \$18.00 p d