

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT 22

CERTIFICATE OF SURVEY NO. 1620 AMENDED

REMINGTON RANCH  
CARBON COUNTY, MONTANA

WHEREAS, The Remington Montana Company, a Montana Corporation (hereinafter "Remington" or "Declarant"), is the owner of certain tracts of real property located at Remington Ranch (hereinafter "The Ranch") west of Red Lodge, Montana, and specifically described in Certificate of Survey 1620 Amended as said Certificate is recorded in the Office of the County Recorder of Carbon County, Montana;

AND WHEREAS, Remington desires to sell Tract 22 of said Certificate of Survey 1620 Amended (hereinafter the "Subject Tract") for the purpose of the construction and operation of an equestrian boarding and training facility, for other possible agricultural uses and for future rural residential use;

AND WHEREAS, Remington has previously sold off certain other portions of The Ranch located adjacent to the Subject Tract for the purpose of rural-residential development and placed on such residential properties protective covenants to insure high standards of construction, operation and maintenance of dwellings and other related improvements associated with such development for the mutual benefit of the owners thereof as well as the owners of adjoining properties including Remington (hereinafter the "Adjacent Owners" of the Subject Tract) and for the general protection and enhancement of property values within The Ranch;

AND WHEREAS, Remington now desires to place similar protective covenants on the Subject Tract to require similar high standards of construction, operation and maintenance of such an equestrian facility and any other future approved use of the property in order to insure a harmonious and mutually beneficial relationship between the equestrian, agricultural and rural residential uses on the Subject Tract and the properties of all Adjacent Owners;

NOW THEREFORE, in consideration of these premises, Remington hereby sets forth and establishes this Declaration of Covenants, Conditions and Restrictions (hereinafter the "Covenants") which shall hereafter be attached to

the Subject Tract and be applicable to and binding upon all owners of the Subject Tract both present and future.

## **1.0 PERSONS BOUND BY THESE COVENANTS**

1.1 Those bound by these Covenants are all owners of the Subject Tract whether present or future, singular or plural, 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 Tract or any 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 to observe these covenants and to take their interest in the Subject Tract subject hereto.

## **2.0 LAND-USE RESTRICTIONS**

2.1 The use of the Subject Tract shall be restricted to (1) a commercially operated equestrian facility for the boarding, training, riding and showing of horses, together with the necessary buildings and improvements required and related thereto, (2) other agricultural uses, or (3) rural residential use. No other commercial, industrial, institutional or religious uses shall be permitted except for a secondary business office not to exceed 400 square feet.

2.2 No structures of any kind shall be located closer than fifty feet (50') from any property line or access easement.

2.3 Excepting only the existing overhead electrical pole-line which traverses the westerly boundary of the Subject Tract, all further utilities and service connections on or across the Subject Tract shall be installed underground.

2.4 No mining, boring, quarrying, drilling or 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 shall be allowed. No sand, gravel, soil or surface material shall be removed from the Subject Tract or any portion thereof which would result in a change of topography, elevation or appearance of the land other than for the preparation of building sites, a stream bed or a decorative pond.

2.5 One on-site business identification sign up to fifty (50) square feet in size shall be allowed on the Subject Tract to identify, name and mark the location of the equestrian boarding facility. Other than that, no other signs billboards, posters or advertising devices of any kind or character shall be erected, displayed or maintained on the Subject Tract or on any buildings, vehicles, or trailers thereon excepting normal door signs on business vehicles and one re-

altor's sign when the property or business thereon may be for sale or lease not to exceed four (4) square feet in size.

### **3.0 ARCHITECTURAL STANDARDS**

3.1 All barns and other livestock or equestrian facilities to be erected on the Subject Property shall be of normal and traditional shape, design, style and materials consistent with a quality, western ranch theme and shall be of traditional colors such as earth tones or traditional barn red of a dark shade. Residential structures shall also be of normal and traditional design. Geodesic domes, "A" frames, flat-tops and other unconventional, modernistic or experimental styles shall not be allowed. No bright or garish colors shall be allowed. No plastic, cinder block or metal siding shall be allowed on residential structures, however metal siding on barns and equestrian facilities is permitted.

3.2 All buildings shall be of new and permanent construction and of attractive design.

3.3 No temporary or pre-fabricated structures, metal buildings, mobile homes, basements, campers, tepees or tents shall be allowed as a residential dwelling, even as a temporary residence during construction of the permanent residence. No pre-existing or older structures shall be moved onto the Subject Tract.

3.4 Any and all ground or roof mounted television antennae and satellite dishes shall be installed on the rear side of roofs or buildings and out of public view as much as possible from the access easement. No ham radio antennae shall be allowed nor other vertical antennae or tower of any type or height.

### **4.0 CONSTRUCTION**

4.1 There shall be no requirement that construction ever take place on the Subject Tract. However, once equipment or materials have been delivered to the site or excavation or clearing for a foundation or basement has begun, construction must thereafter commence immediately and be continuously and expeditiously carried out to completion within a maximum construction period not to exceed 18 months.

### **5.0 VEHICLE PARKING AND STORAGE**

5.1 During such time as the Subject Tract may be improved and utilized as a commercial equestrian facility, a parking area of compacted gravel, road mix or rota-mill surfacing shall be constructed and maintained on the Subject

Tract of sufficient size to facilitate the parking of company, employee and customer vehicles so that, other than for special events, overflow parking up and down the access road is not necessary for normal day-to-day operation. The existence of such overflow parking on a frequent basis shall be deemed evidence that this covenant has not adequately been met.

5.2 Also during such time as the Subject Tract may be improved and utilized as a commercial equestrian facility, outdoor parking and continuous storage of horse trailers, tractors and other large equipment necessary for the operation of the facility shall be permitted provided that a proper area for such parking or storage is provided at a location on the site other than along the access road or along the northerly boundary shared with the adjacent rural-residential lots.

5.3 During any subsequent rural-residential use of the Subject Tract, or for any other use which may be approved in the future, it is the intent of these Covenants as well as of those covenants which currently exist on adjacent rural-residential parcels that all vehicles belonging to the owners or occupiers of residential dwellings shall have an appropriate garage or other storage facility whereby such vehicles may be parked or stored out of sight in order to minimize the unsightliness of numerous vehicles parked visibly outdoors. Nevertheless, the owners or occupiers of residential dwellings shall be entitled to park up to two primary family cars or light trucks which are in daily or frequent use in an appropriate outdoor location at or near the residence or other appropriate structure. Any and all other cars, trucks, tractors, RVs, motor homes, snowmobiles, motorcycles, dirt bikes, ATVs, golf carts, campers, boats, trailers and the like which may be kept on the Subject Tract or subdivided portions thereof must be stored out of sight in a garage or other appropriate structure. No such vehicles, whether or not self-propelled, operable, under repair, hobby projects, parts of vehicles or junk shall be permitted to be continually or permanently stored outdoors. Vehicles shall be operated, parked and/or stored in such a manner so as not to constitute or create a functional nuisance or aesthetic eyesore to others.

5.7 No junk cars or vehicles, wrecking yards or salvage yards shall be allowed on the Subject Tract or any subdivided portion thereof.

## 6.0 MAINTENANCE

6.1 All areas of the Subject Tract including all improvements thereon shall be kept and maintained in a neat, clean, safe and attractive condition and in good repair at all times.

6.2 The boarding and care of horses shall specifically be permitted as well as the raising and care of other livestock including cattle, sheep, goats and other

normal and traditional farm animals. However no hogs or chickens nor peacocks, llamas, wolves or other exotic or wild animals shall be allowed. Dogs, cats, birds and the like may be kept as family pets, however no such animals shall be bred, kept or boarded as a commercial business and no such pets or other animals shall be allowed to become a nuisance or a vicious threat to Adjacent Owners. Wandering dogs, if objected to by Adjacent Owners, shall be leashed or otherwise confined to the Subject Tract or the residence of their owner.

6.3 No pasture land within the Subject Tract shall be over-grazed or grazed in such a manner as may cause dusty conditions, noticeably offensive appearance or odor or soil erosion.

6.4 There shall be no feedlots or other areas for large concentrations of animals which may create offensive noise, odor, appearance or disturbance to Adjacent Owners or properties.

6.5 Any horse or other livestock pens or corrals shall be regularly and adequately cleaned to prevent noxious odors, and the unreasonable accumulation of manure shall not be allowed. Such temporary accumulations of manure as are necessary shall be confined to a single site or pile and shall be regularly removed.

6.6 Any and all refuse, rubbish, trash, junk and waste of any and every kind and of whatever origin shall be temporarily kept and accumulated in closed containers inside a barn, residence, garage or ancillary building, and shall be regularly removed and disposed of in a sanitary manner in an authorized and approved land-fill or collection site. No refuse, garbage or trash shall be burned or buried on the Subject Tract.

## 7.0 NUISANCES AND NOXIOUS OR HAZARDOUS ACTIVITIES

7.1 The owner of the Subject Tract shall be charged with the responsibility of maintaining all areas thereon free of knapweed and other noxious weeds and for performing any and all necessary weed spraying in connection therewith as required by State and County ordinance and by good agricultural practice.

7.2 Any burning of brush, prunings, weeds, dead tree branches and the like shall only be done under controlled conditions, under the constant supervision of a responsible adult, with the proper and prior notification and approval of the Carbon County Fire Department and in full compliance with all local and county fire regulations.

7.3 No thing or activity shall be done, performed, carried out or permitted to exist on the Subject Tract and no improvements shall be constructed thereon which are or may become unsafe, illegal or hazardous.

7.4 No light shall be emitted from the Subject Property which is unreasonably bright or causes unreasonable glare or interference with the tranquil night-time use and enjoyment of the area. No outdoor lighting shall be installed higher than twenty (20) feet above the ground whether mounted on a pole or attached to a structure. All such lighting shall be positioned in such a way and/or be shielded as much as possible so as not to spill unwanted light in the direction of the residences of Adjacent Owners, and no spot lights or flood lights shall be allowed to point in the direction such residences.

7.5 The shooting of firearms shall not be allowed.

7.6 Loud music, radios, stereos and the like which interfere with the peace, quiet and tranquility of others in the area shall be prohibited. Parties and social gatherings shall be conducted in such a way so as not to constitute a nuisance or an infringement upon the peace, quiet and tranquility of the area. A public address system for the equestrian show arena shall be allowed but its use shall be limited to special equestrian events.

## **8.0 ADMINISTRATION AND ENFORCEMENT**

8.1 Any Adjacent Owner shall be entitled to enforce the provisions of these Covenants. Should such enforcement require litigation and court action, the prevailing party shall be entitled to recover reasonable costs and attorney's fees expended. It shall not be necessary for the enforcing party to be directly offended by the violation, it being sufficient that the violation exists.

8.2 Every effort shall be made by Remington and other Adjacent Owners to fairly and equitably enforce the provisions of these Covenants. However, the failure to enforce any of the provisions of these Covenants shall in no way be deemed to constitute a waiver of the right to enforcement of the same or other covenants thereafter.

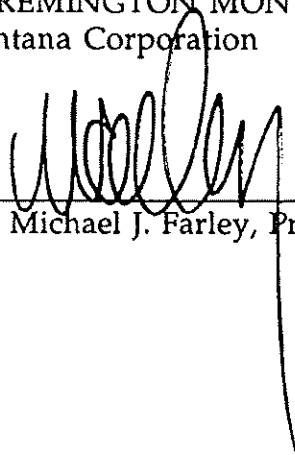
8.3 Invalidation of any portion of these Covenants by judgement of a Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

8.4 These Covenants shall run with the land and remain in full force and effect and be binding on the Subject Tract and the owners thereof for a period of twenty (20) years. Any owner of the Subject Tract or any subdivided portion thereof who sells, transfers or conveys such property within that period shall

specifically inform the buyer or transferee in writing that the conveyance is subject to these previously recorded Covenants.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this 17<sup>th</sup>  
day of June, 19 97

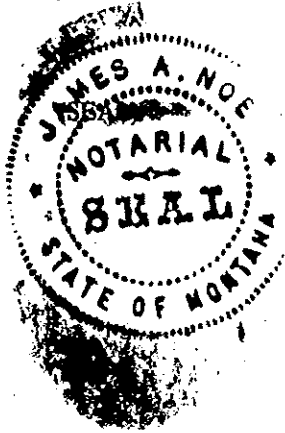
THE REMINGTON MONTANA COMPANY  
a Montana Corporation

By:   
\_\_\_\_\_  
Michael J. Farley, President

STATE OF MONTANA )  
 ) ss:  
County of Carbon )

On this 17 day of June, 1997, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Michael J Farley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



[Signature]  
Notary Public for the State of Montana  
Residing at Red Lodge, Montana  
My Commission Expires: 11-30-97

State of Montana, } ss.  
County of Carbon, }

This instrument file # 281657 was filed in my office this 17th day of June, 1997 at 3:55 o'clock P.M.

Roger D. Newman  
County Clerk & Recorder

By Barbara M. Shomahler  
Fee \$ 48.00