WWC ENGINEERING
550 S. 24TH ST. W. #201
BILLINGS, MT 59102

RES 3973713
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Jeff Martin Clerk & Recorder, Yellowstone MT

West Meadows Subdivision

Declaration of Covenants and Restrictions

The Undersigned, Wineridge, Inc., a Montana Corporation, hereinafter called "Subdivider" and being the sole owner of real property as follows:

Blocks 1-7 West Meadows Subdivision, 2nd Filing in the County of Yellowstone, Montana, according to the official plat on file in the office of the Clerk and Recorder of said county under documents one.

Know therefore, that the undersigned Subdivider and Owner intends that said property be developed, sold and improved pursuant to a common plan of development, and desires to place covenants and restrictions upon said property for the benefit of the owners of the above described lots in West Meadows Subdivision; and

Whereas the undersigned Subdivider and Owner hereby declares that all of the above-described property shall be held, sold and conveyed subject to the following covenants, restrictions and conditions, which are for the purpose of protecting the value and desirability of the above described and named real property.

The covenants, restrictions and conditions herein contained shall run with the land and shall be binding on the present and future Owners and on all parties and persons claiming under them.

The Grantees of any lot, by acceptance of a conveyance, covenant and agree to faithfully observe and abide by all of said conditions, covenants and restrictions.

1. Definitions:

Unless otherwise expressly provided herein, the following words and phrases, when used in this **Declaration of Covenants and Restrictions** shall have the following meanings:

a. **"Owner"** shall mean and refer to the owner of record, whether it be one or more persons or entities, excluding those having such interest merely as security for the performance of an obligation. If any lot has been sold under a contract for deed or agreement for future delivery of title, the purchasers of that lot shall be deemed to be the only owner.

b. **"Property"** shall mean and refer to the legal restriction set out and described above.

c. **"Lot"** shall mean and refer to any one of the above described lots shown upon any recorded subdivision map of the property.

d. **"Subdivider"** shall mean and refer to Wineridge, Inc., subdivider of West Meadows Subdivision.

e. **"Developer"** shall mean Wineridge, Inc., its successors and assigns. However, provided that no successor or assignee of the Subdivider hereinunder, unless specifically set forth in an instrument of succession or assignment or unless such rights and obligations pass by operation of law.

f. **"Single Family"** shall mean one or more persons living together as a single, non-profit housekeeping unit, as distinguished from a group occupying a hotel, motel, club fraternity or sorority, commune and the like.

g. **"Accessory Building"** shall mean a building such as a garage or shed, detached from a dwelling and used for purposes which are incidental and subordinate to residential or permitted commercial uses.

2. **Building use Restrictions:**

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a. Each lot as described above and shown on the final plat attached as Exhibit "A" shall be known and described as a residential lot. Structures may be erected, and permitted prior to the home on a residential lot with a single family dwelling to follow.

b. All buildings or other structures shall be located in compliance with county set back regulations.

c. The residence erected on any lot shall have a ground floor area, exclusive of open porches or garages, of not less than 1,250 square feet. All residences, buildings and structures on a lot shall be of new construction, on a concrete foundation, with wood, steel, vinyl or composite siding. Roofs shall be of architectural asphalt, metal or tile. No modular or manufactured homes will be allowed.

d. Design of homes must have 3 gables in order to break up appearance.

e. Garages and any accessory building must complement the appearance of the house. No old building nor mobile homes shall be moved onto said premises. Manufactured homes, trailers, and mobile homes shall not be permitted on said premises.

f. Vacation type trailers may be parked or permitted on the lot if the same are parked at the side of the house and only used for guests on a temporary basis. Boats and recreational vehicles may be stored unobtrusively on the lot.

g. No store, office or other place of business of any kind, including hospitals, a sanitarium, professional or commercial uses shall be erected or permitted upon any of the lots, or any part thereof. However, an in-home business may be operated as long as it is not obvious to the public from the street, has no sign, and causes no noticeable increase in traffic over and above normal residential activity.

h. The Developer, or his duly authorized agent, may use any lot owned by the Subdivider as a sales office, sales model, property management or rental

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office. Any Owner, or his/her duly authorized agent, may rent or lease all or any part of any residential building for residential uses from time to time, subject to all of the provisions of this Declaration.

i. No noxious or offensive activity, unsightly object, nuisance, or sign shall be carried on, erected, placed, or permitted on any lots; nor shall the premises be used in any way of or for any purpose which may endanger the health of or unreasonably disturb the neighborhood.

j. No signs, billboards, posters or advertising displays or devises of any kind or character shall be erected or displayed excepting subdivision promotion signs and mail box or house numbers to identify the occupancy of a residence and "For Sale" signs.

k. No junk (including non-licensed and non-operable motor vehicles, machinery, or parts thereof), trash, debris, or inorganic waste shall be permitted to accumulate on any lot. Nor shall the lot be used as a dumping ground or burial pit. All properties should reflect a high pride of ownership.

l. All dogs or pets must be kept on the property owned or leased by the occupant unless under the control, but not tied down by the occupant outside said premises.

m. Chain link fencing shall be permitted in the development. All fences must be maintained by their owner so they are not unsightly.

n. Any structure to be erected shall be completed within 365 days after equipment or material to be used in the construction thereof has been onto the location, and all construction shall be pursued with reasonable diligence. Landscaping must be complete within six (6) months of completion of construction.

o. No swine, poultry (including chickens), goats, horses, cows, snakes or any other livestock shall be kept on the premises with the exception of domestic pets, defined as cats and dogs. No pets shall be raised and cared for on a commercial basis. Any person who shall keep, feed, harbor, suffer, or allow staying about the premises occupied or controlled by him/her within the Subdivision a dog at large or insecurely confined is guilty of maintaining a public nuisance.

3. <u>Maintenance and repairs:</u>

1. Maintenance

Each lot and the exterior appearance of improvements which are part of the lot shall be maintained in a clean, neat and orderly condition at all times.

a. General Maintenance. Each owner shall maintain the exterior of all buildings which are part of his/her lot in good repair. The owner shall keep the building and other improvements painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, and otherwise maintain the same in a neat and

aesthetically pleasing condition. All damage to any exterior part of the unit shall be repaired as promptly as is reasonably possible.

b. All costs of repairs, construction and maintenance pertaining to each lot, house and all accessory structures upon the property shall be at the owner's expense.

c. Each property owner is responsible for mowing and noxious weed control on their property.

4. Right to Enforce:

The restriction herein set forth shall run with the land and bind the present owners, their heirs, devises, trustees, and assigns; and any and all parties claiming by, through and under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees, trustees, and assigns, and with each of the owners of said lots, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon; but no restrictions herein set forth shall be personally binding on any corporation or person except in respect to breaches committed during its, or his/her ownership of or interest in said land.

The owner or owners of any of the above lands and Wineridge, Inc. shall have the right to sue for and obtain and injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions set forth above, or hereinafter imposed, in addition to the ordinary legal action for damages. The failure of the present owners or the owner or owners of any above-described lot or lots to enforce the restrictions herein set forth at the time of any violation thereof shall not be constructed as a waiver of the right to do so. When the initial sale of all lots is completed, Wineridge, Inc.'s right to enforce these restrictions is terminated.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The losing party in any action, lawsuit or arbitration proceeding brought to enforce these Restrictive Covenants shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding. Costs and attorney fees shall be a lien on the property of the violating owner and may be foreclosed in the same matter as the lien for common expenses.

5. Amendment:

Any provision herein may be amended or revoked, and additional provisions added, at any time by a written instrument recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, duly signed and acknowledged by the owners of record of not less than seventy-five percent (75%) of the lots subject to this Declaration. Notwithstanding the foregoing, so long as declarant owns any lot in the herein set forth property, then the consent of declarant shall be required before these covenants and restrictions may be altered or amended, but such consent shall be considered in the

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calculation and determination of the said seventy-five percent (75%) minimum consent requirement.

Dated this 7 day of May, 2021

"SUBDIVIDER"

Wineridge, Inc.
By Jerry Krushensky, President

State of Montana
County of Yellowstone

This instrument was acknowledged before me on 7 May 2021 by Jerry Krushensky, President of Wineridge, Inc., a Montana Corporation and Subdivider of West Meadows Subdivision, 2nd Filing.

H. THOMAS LLEWELLYN NOTARIAL SEAL STATE OF MONTANA

H. THOMAS LLEWELLYN
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
November 25, 2022

(Printed)
Notary Public for the State of Montana
Residing in _____
My Commission expires _____

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