

Return To:
VTR Properties, LLC
1921 Chickadee Circle
Billings, MT 59105

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PINE ROCK SUBDIVISION

THE UNDERSIGNED, being the owner and Developer of the following described real property and all portions thereof, located in Yellowstone County, Montana, and more particularly described as follows, to-wit:

Tract 2, Certificate of Survey No. 3288, located in Section 27, T2N, R26E,
PMM, Yellowstone County, Montana

hereby declare these Covenants and Restrictions applicable to said real property. The property is herein referred to as "the Pine Rock Subdivision."

These Covenants and Restrictions are placed upon the above-described Lots for the benefit of the owners of all and any part of each Lot, for the purpose of protecting the value and desirability of all parts of each Lot. The Lots shall be developed, held, sold, and conveyed subject to these Covenants and Restrictions.

The Covenants and Restrictions herein contained shall run with the land and shall be binding on the undersigned and all persons and parties claiming under them.

The Grantees of any Lot (herein, "Lot Owners"), by acceptance of a conveyance, covenant and agree faithfully to observe and abide by all of said Covenants and Restrictions.

1. ADDITION OF ADDITIONAL LOTS.

- a. Developer is the owner of approximately 86.773 acres of land adjacent to the Pine Rock Subdivision, described as Tract 1A, Certificate of Survey No. 3288, located in Section 27, T2N, R26E, PMM, Yellowstone County, Montana according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. CSA 3791961 ("the Adjacent Lands"). If Developer subdivides all or part of said Adjacent Lands in one or more filings of the Pine Rock Subdivision, Developer reserves the right for itself, in its sole discretion, to add all or part of its subdivided Lots to the Pine

Rock Subdivision subject to the provisions of this Declaration without the consent of any other owner, mortgagee, or trustee or beneficiary of any trust indenture. Developer may add the additional Lots to the provisions of this Declaration by executing and recording one or more amendments to this Declaration, subjecting the property to the provisions of this Declaration. All Lots added in this manner shall be bound by the terms of this Declaration.

- b. From and after the recording date of such amendment, if any, the owners of any Lots thereby made subject to the provisions of this Declaration, shall be bound by the provisions of this Declaration to the same extent as the Lots described above.

2. CONSTRUCTION OF PROJECT.

- a. To facilitate construction of each filing, Developer hereby:
 - i. Reserves an easement over and upon common elements and land appurtenant to completed filings for the purpose of constructing additional filings;
 - ii. Reserves solely to Developer the right to grant utility easements reasonably necessary to the ongoing development of the project, without approval of any Lot Owner;
 - iii. Reserves the right to amend this Declaration, without approval of any Lot Owner, to create additional common elements in any filing, to add additional land to any filing, and to record additional plats and plans to supplement those included herein.
- b. Lot Owners must contract for construction of the following improvements on each parcel of land owned by that owner, at the owner's sole expense:
 - i. A single-family home and permitted outbuildings;
 - ii. Attachment of the family home and, if applicable, permitted outbuildings, to cistern or water system, when/if public or private water system becomes available (See Section 11., below), electricity, natural gas; and optionally, phone and high-speed internet.
 - iii. A paved driveway running from the street to the garage;
 - iv. A properly sized culvert for storm water in the borrow pit, where the driveway crosses the borrow pit. The culvert, and its installation must comply with the attached Exhibit "B"; and
 - v. Sewer lines, when and if, sewer becomes available; and

- vi. Restore the trail system at the point of any private driveway crossing, if necessary, to provide adequate elevation transition.
3. COMMON AREA PROVISIONS. The following provisions shall apply to all Trails, the school bus parking and mailbox area, and the underground dry hydrant, to be constructed by Developer and any future common area elements serving the Pine Rock Subdivision, which are herein referred to as "Common Areas" and shall be maintained through Pine Rock Home Owner's Association, referred to "HOA" herein:
- a. All Lot Owners shall automatically become members of the HOA pursuant to the Bylaws of the HOA.
 - b. All Common Areas shall consist of reciprocal easements as designated on the recorded Plat of the Pine Rock Subdivision and any amendments thereto.
 - c. Each Lot Owner shall also pay an annual HOA assessment to fund Common Area maintenance and repairs. Dues shall be reviewed and determined annually and be sufficient to maintain and repair Common Areas and to fund reserve fund. Developer has pre-funded the reserve fund and shall be reimbursed through HOA dues, until repaid, without interest.
 - d. If the reserves for Common Area maintenance and repairs fall below a minimum level, which level shall be established by the HOA from time to time, the Lot Owners shall each be required to pay their pro rata share of all costs associated with the maintenance and repair of the Common Areas, which pro rata share shall be due and payable within thirty (30) days of invoice.

4. CONSTRUCTION RESTRICTIONS.

- a. Permitted Buildings. A maximum of one single family residence which meet the size requirements set forth herein, plus outbuildings shall be permitted on each Lot. The term "outbuilding" shall include shops, barns, sheds and detached garages. All outbuildings must be of new construction and have similar siding and roof construction as the main residence; no shop metal siding shall be used and a minimum of 10% natural stone to be visible on the front of the residence from the entrance to the residence.

All residences and outbuildings erected on said property shall be of good quality new construction. No old buildings or old off-site manufactured homes, including modular or manufactured homes or mobile homes shall be moved upon any Lot for any reason. No log structures shall be permitted. Building plans and exterior colors are required to be approved by the Architectural Committee prior to the commencement of construction.

- b. Building Materials. No building shall be erected of material other than commonly used in standard construction. All block buildings shall be stuccoed; however, the use of decorative block, brick or stone shall be permitted. Siding material shall be comprised either of hardboard, composite material, fiber cement or brick/masonry. Vinyl siding is not allowed. Roof material shall be asphalt and/or architectural grade metal. Exterior building materials are required to be approved by the Architectural Committee prior to the commencement of construction.
- c. Water and Sewage. No dwelling shall be constructed without an approved septic system or other approved sewage disposal system and a cistern or connection to public or private water system (see section 11., below) for drinking water. Any septic tank or sewage or waste disposal system and any water supply system shall be located, installed and maintained at all times in compliance with standards established by the Montana Department of Environmental Quality and by any other governmental agency having jurisdiction. No outside privies or toilets shall be permitted on any Lot, except portable toilets may be used during home construction. The Montana DEQ has approved requirements for water supply, sewage and solid waste disposal. Recycling of gray water is recommended but not required.
- d. Size of Residences. Each single-family residence erected or placed on a Lot shall meet the following minimum area requirements within the perimeter of the exterior walls, exclusive of open porches and garages:
 - i. One-story dwellings shall contain at least 1500 square feet of living space on the ground level.
 - ii. Two story dwellings shall contain at least 1,200 square feet of living space on the ground level and shall contain at least 2,100 square feet of total living space.
 - iii. Split or multi-level dwellings shall contain a total combined living space of at least 2,100 square feet on all above ground levels.
 - iv. Each residence shall have an enclosed, attached two or more stall garage.
- e. Roofs. All residential dwellings to have a minimum of a 5/12 roof pitch and a minimum of three ridgelines or hipped roofs with a minimum of a 3/12 roof pitch and a minimum of three ridgelines. Other roof designs may be considered by Architectural Committee, but must be complementary to overall subdivision design. With the exception of a chimney, no portion of the structure shall exceed 30 feet in height, without prior written approval from the Architectural Committee.

- f. Outbuildings. A maximum of three (3) outbuildings may be constructed on a Lot. The maximum square footage of any one outbuilding shall not exceed 5,000 square feet and when combined shall not exceed 8,000 square feet for all outbuildings. Walls of outbuildings shall not exceed 16 feet in height, measured from the ground level disregarding berms, if any, to the top of the wall. Maximum height at peak to be 30 feet. One of the outbuildings may have one bathroom. Any additional plumbing requires approvals from all proper sanitation authorities and/or the Montana Department of Environmental Quality and the HOA. Additional plumbing may require a revision of septic system and additional system requirements. Pre-manufactured outbuildings less than 200 square feet (sheds) will be allowed but must be painted to complement the dwelling and other outbuildings. Outbuilding plans and pre-manufactured outbuildings are required to be reviewed by the Architectural Committee prior to the commencement of construction or moving onto lot.
- g. Timing of Construction. Any building erected on any Lot shall be completed within 365 days after equipment and/or materials to be used in construction have been moved onto the location, and all construction shall be pursued with reasonable diligence. No excavation shall be permitted on any Lot until such time as the actual construction of the building is to begin, except that the owners may test the supply of water under said lands and may drill and excavate for that purpose, and test for subsoil condition. Upon completion of the construction, all excess building materials and equipment shall be removed or stored inside the building.
- h. Utilities. All utility lines and pipes shall be placed underground.
- i. Colors. Buildings must have neutral/earth-tone siding and roofs in harmony with the surrounding natural land features. No bright colors shall be allowed. All exterior colors to be approved by the Architectural Committee.
- j. Fences. No barbwire fences shall be constructed. A wall or fence up to six (6) foot in height may be constructed to screen a pool or patio, if no portion of the fence or wall is less than four (4) feet from the side or rear Lot lines. No other fence or wall shall exceed five (5) feet in height. Lot Owners may erect a perimeter fence and all perimeter fencing shall consist of white PVC, three rail style fence on street side(s) and a minimum of 50 feet on side from front of Lot. Remainder of perimeter fence may be barbless wire or woven wire on remaining sides and back of Lot only. All fences shall be maintained in good repair by property owners. Fences are required to be approved by the Architectural Committee.
- k. Landscaping. Each Lot shall be landscaped within one (1) year after completion of construction of a residence on the Lot. Lot Owners are required to plant a minimum of two (2) trees in front yard and encouraged to use landscaping methods to reduce the use of excessive water. A minimum of

three (3) four (4) foot tall Ponderosa Pine Trees per acre of Lot is required. Natural prairie grasses and wild flowers may be utilized on outlying areas of the Lots. Dry grasses shall be mowed to 6" or lower to minimize fire hazard. No Poplar or Cottonwood trees may be used.

- l. Driveway Approach. Lot Owners are required to pave or concrete a driveway approach beginning at the street pavement and extending into the Lot on the access road leading to garage. Approaches to be completed prior to a residence being occupied, if weather allows. Gravel driveways are not allowed.
- m. Outside Lights. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare. Cutoff style fixtures shall be used to prevent light spilling onto neighboring Lots. Lights attached to a pole or to any building may not be mounted any higher than 16 feet above ground, and operated by motion sensors.
- n. Storm Water Drainage.
 - i. No Lot Owner shall interfere, or allow any person acting under their authority, to redirect the natural course of any drainage or runoff so as to alter the natural flow onto or across any adjacent Lot.
 - ii. Each Lot Owner must maintain the culvert, borrow ditch and swales located on the Owner's Lot, all of which are part of The Pine Rock Subdivisions storm water drainage facilities.
- o. Fire Suppression. All chimneys shall have a spark arrestor permanently attached over it and through which all smoke must pass.
- p. Lot Line Setbacks. All buildings shall be set back at least thirty (30) feet from the front Lot line and at least four (4) feet from the side and rear Lot lines.

5. USE RESTRICTIONS.

- a. Residential Use. Other than as provided hereunder, no part of any Lot shall be used or improved for anything other than private residential purposes. Home occupations are allowed provided the use would comply with Billings Montana Municipal Code, Section 27-606, as though such provision applied to the Pine Rock Subdivision.
- b. Occupancy of Residence. No residence shall be occupied prior to completion of the building.
- c. Temporary Residential Use. No trailer, tent, garage, or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure, of whatsoever nature, of a temporary character, be used as a

residence, except that Lot Owners may use a recreational vehicle ("RV") or garage as a temporary residence for one period not to exceed six months while a residence is under construction on the Lot, provided the garage is connected to an operating, approved septic system on the Lot, and provided the sanitary storage system for the RV is dumped at an approved site outside of the Pine Rock Subdivision.

- d. Illegal Activity. No illegal activity shall be carried on any Lot, nor shall anything be done thereon which may become a nuisance to the neighborhood. None of the Lots shall be used for any purpose resulting in noxious or offensive odors. Inherently dangerous materials shall not be stored, manufactured or kept on any Lot.
- e. Animals. No swine, goats, sheep, horses or cows of any nature shall be kept or permitted on any Lot after sale of the Lot by the Developer. Up to six chickens (no roosters) per Lot will be allowed. Chickens are to be kept in an enclosure and not allowed to roam free. No pets shall be raised or cared for on a commercial basis. All dogs and cats shall be strictly controlled by their owners so as not to annoy or interfere with the use of the properties owned by others or with use of the Trails. Dogs, cats, and chickens shall be kept on the Lot Owner's property and shall not be allowed to roam.
- f. Agricultural Use by Developer. Prior to sale of all Lots by Developer, Developer may graze cattle or raise and cut hay on each Lot owned by Developer. After sale of a Lots, there shall be no agricultural use which does not comply with the Use Restrictions.
- g. Trash. No junk, trash, debris, inoperable or unlicensed motor vehicles or parts thereof shall be permitted to accumulate on any Lot, including the Trails, or on any street; all trash and junk shall be promptly and effectively disposed of, and no Lot shall be used as a dumping ground or burial pit. Garbage containers shall be concealed from view by fences, hedges or other means except that garbage containers may be placed near the street on collection days.
- h. Outside Storage. Personal items such as yard equipment and camper shells shall be stored in garage or outbuilding
- i. Recreational Vehicles. All boats and large recreational vehicles shall be stored in, or adjacent to, a garage or out building and not in front of residence on a driveway or on any street. Smaller ATVs, snowmobiles, motorcycles and similar shall be stored in garage or out building.
- j. Equipment and Building Materials Storage. Equipment and building materials shall not be stored on any Lot, unless enclosed, except during construction of a residence or outbuilding. Tractor-trailers, two ton and

larger trucks, backhoes, tractors and other commercial or industrial vehicles shall not be parked on any Lot, except inside an outbuilding.

- k. Fires. No open fires or burning of garbage are permitted on any Lot. Enclosed barbecues and enclosed fire pits with spark arrestors may be permitted provided that flammable materials have been removed from the area and water or fire extinguishers are made readily available.
- l. Discharge of Fire Arms. No discharge of firearms shall be permitted on any Lot subject to these Restrictions.
- m. Signs. No signs, billboards, posters, or advertising or political devices of any kind or character shall be erected or displayed upon any of the Lots, except The Pine Rock Subdivision promotion signs, contractor signs during construction, small signs displayed on mailboxes or homes to identify the occupants of a dwelling, and one "for sale" sign per Lot. Contractor signs and "for sale" signs shall not exceed two feet by three (3) feet in size.
- n. Weed Control. The Lot Owners shall control the weeds and all noxious plants on the Lot Owner's Lot; provided, however, that Lot Owners shall not use spray or chemicals in such a way as to be harmful to humans or animals or to the other owners' vegetation. Lot Owners shall not allow weeds to exceed six (6) inches in height.
- o. Antenna/Satellite Dishes. All antennae or aerials shall be attached to the dwelling house or other permissible structure and shall not protrude in height above the highest point of the structure to which it is attached. No television/internet antennas or satellite dishes exceeding 40 inches in diameter or diagonal measurement shall be permitted on any Lot.
- p. Maintenance. Each Lot Owner shall be obligated to maintain the residence, outbuildings and yard, such that they are clean, tidy and in good repair and condition, and shall not be allowed to become rundown or an eyesore to the neighbors. Lot Owners shall not permit peeling paint, broken sidewalks or driveways, broken shingles, broken fences, or any other unsightly condition on their Lot. Lawns must be kept mowed, and dead or dying trees and shrubs must be removed so that all Lots reflect a high pride of ownership.
- q. Subdivision of Lots. No Lot in The Pine Rock Subdivision, First Filing, may be further subdivided into two or more Lots.
- r. No Obstruction of Trails. No owner shall obstruct or otherwise interfere with use of the Trails in The Pine Rock Subdivision by other Lot Owners or occupants of homes in The Pine Rock Subdivision, nor shall any Lot Owner permit such obstruction or interference by any member of the Lot Owner's family, tenants, or guests. No owner shall dump or place lawn clippings, leaves, limbs, or trash on any of the Trails.

- s. Motorized Vehicles on Trails. No motorized vehicles shall be used on the Trails, except for cleanup and maintenance of the Trails.
- t. Extraction of Materials. No Mining, drilling for natural gas, extracting gravel or sand or other earth materials shall be permitted on any real property within The Pine Rock Subdivision.

6. ADDITIONAL RESTRICTIONS.

- a. Additional Restrictions and obligations have been imposed on each of the Lots by Yellowstone County. Those restrictions and obligations are set forth in the Pine Rock Subdivision Improvements Agreement for The Pine Rock Subdivision, recorded in the offices of the Yellowstone County, Montana, Clerk and Recorder, as Document No. _____.

7. ARCHITECTURAL COMMITTEE.

- a. Until all Lots have been sold by Developer, VTR Properties, LLC, and those to whom it assigns its development rights, if any, shall appoint an Architectural Committee. After all Lots have been sold by Developer and those to whom it assigns its development rights, the Architectural Committee shall be elected by the Lot Owners in such number and for such terms of office as the Lot Owners shall agree by majority vote.
- b. The Architectural Committee shall approve or disapprove all requests for design approval within two weeks after the submission of plans and specifications. As long as Developer is serving as the Architectural Committee, plans, specifications, and site plan are to be submitted to Todd Reichenbach at VTR Properties, LLC. Submissions may be made electronically or hard copy. Owners will be notified when this changes. If the Architectural Committee does not respond within two weeks after submittal, the plans submitted shall be deemed approved.

8. ENFORCEMENT.

- a. Right to Enforce. Each and every one of the Lot Owners subject to these Restrictions shall have the right to enforce these Restrictions and the Covenants herein and any and all amendments thereto by civil action, including the right to injunctive relief and for damages, it being presumed that some damage would occur, by reason of the failure of any Lot Owner(s) to comply with these Restrictions and the Covenants herein contained.
- b. Right to Sue for and Obtain an Injunction. In addition to an action for damages, any Lot Owner subject to these Restrictions shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach or enforce the observance of the Covenants and Restrictions herein.

The failure of any Owner to enforce these Covenants and Restrictions at the time of any violation thereof shall not be construed as a waiver of the right to do so.

- c. Attorney Fees. The losing party in any action, lawsuit, or arbitration proceeding brought to enforce this Declaration shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the action, lawsuit, or arbitration proceeding.

9. AMENDMENT.

- a. Any amendment to these Covenants and Restrictions must be in writing and signed by Lot Owners owning not less than 80% of the Lots subject to these Covenants and Restrictions. These Covenants and Restrictions may be revoked in whole or in part and additional provisions may be added by written amendment signed by Lot Owners owning not less than 80% of the Lots subject to these restrictions. Notwithstanding the foregoing, until a majority of the Lots, including any Lots in second or subsequent filings, are sold by the Developer, Developer must consent to any amendment or revocation. No amendment or revocation shall be effective until it is signed by the required number of Lot Owners and recorded in the office of the Yellowstone County Clerk and Recorder.

10. MISCELLANEOUS.

- a. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- b. Covenants Run With The Land. The Covenants and Restrictions herein set forth shall run with the land and bind the Lot Owners upon purchase of a Lot, their heirs, devisees, trustees, and assigns; and to any and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the Lot Owners, their heirs, devisees, trustees, and assigns, and with each of the Lot Owners of said Lots, to conform with and observe said Covenants and Restrictions. No restrictions herein set forth shall be personally binding upon any business entity or person except in respect to breaches committed during the entity's or person's ownership of or interest in said Lot.

11. PUBLIC or PRIVATE WATER SYSTEM.

- a. System Development Fee. Developer is pursuing access to public water. If and when approved, a system development fee will be assessed all Lots to pay for installation of infrastructure. A Rural Special Improvement District may be formed to allow Lot Owners the option of paying their fee over time.

System development fee will be based on actual construction costs divided by number of Lots in development.

- b. Waiver of Protest. All Lot Owners that have purchased a Lot prior to public water system installation will be required to execute a "Waiver of Protest" stating that they will accept financial responsibility for their Lot share of the water system development and not protest the water system development in Pine Rock Subdivision or any line serving it or being brought into an existing water District or forming a water District.
- c. Owner Responsibility. Lot Owners are responsible for any hook up fee and installation of water line from the point water is stubbed into Lot running to house and to maintain that portion of line. Water will be individually metered at each Lot and Lot Owner will be responsible to make payment for their water usage. Any common area maintenance of private system will be paid through HOA assessment.

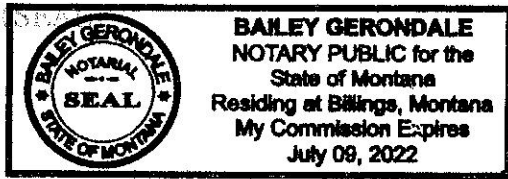
VTR PROPERTIES, LLC

By: *Victor Reichenbach*
Victor Reichenbach, Member

By: *Todd Reichenbach*
Todd Reichenbach, Managing Member

STATE OF MONTANA)
 :SS.
County of Yellowstone)

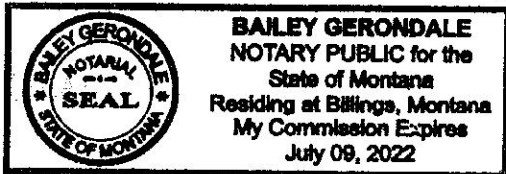
This instrument was acknowledged before me on August 31, 2018, by Todd Reichenbach as Managing Member of VTR Properties, LLC.



Bailey Gerondale

STATE OF MONTANA)
 :SS.
County of Yellowstone)

This instrument was acknowledged before me on August 31, 2018, by Victor Reichenbach as Member of VTR Properties, LLC.



Bailey Gerondale