

Declaration of use RESTRICTIONS AND COVENANTS for Shop World 1 Subdivision

The following described Real Property, hereafter referred to as “the described lots” WHEREAS, the undersigned is the Original Developer of the following described property located in Yellowstone County, as follows:

180 Lots total being: Block 1 Lots 2-26, 28-111, 113-183 (tract 2 of C.O.S. 3676) Located in the NE ¼ of Section 14, Township 1 South, Range 24 East, P.M.M., Yellowstone County, Montana, according to the Plat on File in the Office of the Clerk and Recorder of Yellowstone County. Doc # **3881916**

Note: Block 1 Lots 1 and 112 are exempt from these covenants and restrictions as they are being used as retention pond areas.

Note: Block 1 Lot 186 is exempt from these covenants and restrictions as it is being used as a fire suppression tank area.

Note: Block 1 Lots 187 and 188 are exempt from these covenants and restrictions as they are designed as 1 acre+ residential lots and will have their own and different covenant and restrictions.

Note: Block 1 Lots 27, 184 and 185 are exempt from these Covenants and Restrictions as they will be used by developer to construct improvements and maintain Sold and Unsold Lots within the Subdivision.

Hereinafter represented by Levi J. Britton, “Original Developer,” and hereby declare as follows:

The following shall run with the land, to the benefit of all the lots and the public, and shall be binding upon all owners of the lots and their successors in interest and assigns. All owners, by acceptance of a deed to any lot subject to this Declaration, and all purchasers under contract for sale, agree to confirm and be bound by these covenants and restrictions. The following are part of a general plan to sustain the value, desirability and attractiveness of the property.

1. **Roads and Easements**: There are right-of-way easements for the roads and for utility purposes for all of the 180 Lots.
2. **Permissible Buildings**: This development allows shop, office, and storage unit structures. Modular homes, Trailer Homes, Manufactured homes or living in any type of Camper, Travel Trailer or other non-permanent housing and will NOT be allowed.
 - a. Any building constructed on a lot shall be of new construction; no old or used building shall be moved onto any lot.
 - b. The side wall of a building may not exceed 24 feet in height. Such structures shall be maintained in a manner that exhibits pride of ownership.
 - c. All structures to be erected on the subject property shall be of normal and traditional shape, design, style, materials and colors consistent with quality architecture of an attractive design. Geodesic domes, “A” frames, flat tops, and other unconventional, modernistic or experimental styles shall not be allowed.
 - d. Exterior siding: will primarily be Colored Metal, however some accent brick, block or stone may be used as allowed by the Architectural Committee.
 - e. Roofing: All roofing shall be of New High Quality Colored Metal. No asphalt shingles, hot mop, tar and gravel, tin, galvanized metal or sod roofs shall not be allowed.
 - f. Exterior colors: All structures shall conform to a specific color scheme as depicted by the Architectural Committee. In a deliberate attempt of color uniformity, current Bridger Steel colors of Beige and Forest Green shall be mandatory as well as Sandstone colored garage doors.
 - g. All foundations including, but not limited to concrete footers and walls, monoslab, or pole barn shall be approved by the Architectural Committee *prior* to excavation and installation.
 - h. All buildings must be completed on the exterior (including siding, roofing, windows, & doors) within 90 days of start of construction, or could be subject to the mandatory removal of unfinished project.

3. RESTRICTIONS ON USE. The following restrictions apply to use of all Lots and common areas
- a. Types of Uses Allowed. Except as otherwise provided below. Buildings and Lots for any lawful personal, business, professional or commercial purpose permitted by the ordinances of Yellowstone County; provided however, that no Buildings and Lot shall be used for drug related or criminal activity includes, but is not limited to the manufacturing, or dispensing of controlled substance or a counterfeit substance, **INCLUDING BUT NOT LIMITED TO MARIJUANA**, including Medical Marijuana. Drug related or criminal activity may also include the attempt to manufacture, distribute, or possess a controlled substance or counterfeit substance, **INCLUDING BUT NOT LIMITED TO MARIJUANA**, including Medical Marijuana, Drug related or criminal activity may also include the possession or storage of materials known as “precursors,” that is, materials used to manufacture or used in the attempt to manufacture controlled substances.
 - b. Commercial Auto Body or Auto Repair is not allowed on any lots. A personally owned car repair or restoration may happen but only inside of closed shop building. No “project” vehicles stored outside for any reason. No auto salvage allowed.
 - c. No junk, junk vehicles, trash or debris, organic or non-organic waste, shall be permitted to accumulate on any lot. All junk shall be promptly and effectively disposed of, and no lot shall be used as a dumping ground or burial pit.
 - d. Absolutely no unlicensed, non-running, un road worthy, equipment, vehicles, bikes, motorcycles, 4-wheelers or any ATVs of any kind, campers, travel trailers or trailers of any kind may be kept on any lot, except those housed inside a closed shop building. No stored appliances, building materials, vehicle parts of any kind are allowed outside of a closed shop building. Vehicles, trailers or RVs more than 20 years old must be in good shape or restored condition to be seen outside of building.
 - e. Motorized off-road vehicles, such as 4-wheelers or motorcycles are not allowed except on roads and driveways, and then only for transportation, or lot maintenance. Racing is not allowed.
 - f. Pets and Animals: All pets **must** be accompanied by owner. No pets are to be left tied or fenced without owners present. No livestock of any kind, no rabbits, no chickens are allowed. Pets are allowed, provided they are on a leash while outside the Lot and the Lot owner shall be responsible for cleaning up and disposing of any pet waste. No humans or pets may stay overnight or live on any Lot. These Lots are **not** for human or animal continued occupancy. All dogs and cats must be kept on the premises unless on a leash. All pets shall be adequately fenced to keep them on owner’s lot, with height sufficient to keep them from jumping out or over. Buried (invisible) electric fence is not allowed. Extremely aggressive-acting dogs are not allowed regardless of breed or size. Habitually barking dogs must wear anti-barking collars or be removed from development.
 - g. Parking: Each Lot owner shall allow space on their own Lot or Lots for temporary parking of owners, invitees, tenants, customers or employees. Except for while under construction, there shall be no parking along streets for more than 2 hours. No vehicle, trailer, equipment, or supplies shall remain in a driveway or in front of a shop for longer than 2 days and **no** junk or inoperable vehicles, trailer(s), equipment, or supplies may be parked or stored outside. No parking of any vehicle or trailer that blocks the entrance to any other Lot. Long term parking (more than 2 days) of approved (see 3d.) vehicles or trailers is **strictly** limited to 2 total and must be parked back from front of building.
 - h. Garbage: All garbage and trash must be stored inside other than on trash pickup days and any garbage or trash placed outside on trash pickup days shall be in County approved containers or otherwise in compliance with applicable County garbage pickup requirements. The Lot owner shall be responsible for all garbage fees and assessments.
 - i. Hazardous Substances: Storage of any hazardous material must comply with all State and Federal regulations. No disposal of hazardous materials is permitted on or in any lot/unit or the common

areas. No stock piling of hazardous or flammable products is allowed. All stored vehicles must be in safe condition, and pose no risk for the Lot or adjoining Lots. Example: leaking fluids, fuel, etc

- j. Fire Prevention: No Lot owner shall perform any act or store anything within or immediately adjacent to his building which might increase the probability of fire as a result of such act or the storage of such items. Lot owners shall have a 10 pound dry chemical fire extinguisher on their Lot/Building, which fire extinguisher shall be certified in compliance with Montana law. Due to fire danger, any heat source or heating units other than an overhead natural gas heater are not allowed unless by written permission from the Architectural Committee.
- k. No discharging of Firearms, or setting off any Fireworks or explosives of any kind anywhere on the Lot or in any buildings on the Lot. No open burning of any kind.
- l. Speed limit is 10 mph at all times and places within the development; no racing, speeding and absolutely no driving off the paved road areas with vehicles, bikes, snowmobiles or ATVs. All tire mark damages will be assessed and charged to the responsible party.
- m. Offensive activity: No noxious or offensive activity, unsightly object, nuisance, shall be carried on, erected, placed, or permitted on described lots; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the neighborhood.
- n. **No** repairing of vehicles, trailers or equipment **outside** of shop/storage buildings, if such repair will take longer than a single day.
- o. Fences: With the exception of the four feet high wire fence provided by developer, it shall be the responsibility of the owner of each lot to install and bear the cost of any yard, privacy or decorative fencing which the owner may desire, together with the maintenance thereof. All interior lot fences constructed by any owner will be of high quality, commercially installed, chain link fencing. Fences must be maintained in an attractive condition by the owner with the posts firmly set and upright in the ground, and be in the conformance with height, placement and other regulations concerning fences.
- p. Utilities: No structure of any kind shall be erected, permitted or maintained on the utility easements as shown on the plat of this subdivision.
- q. Extraction of Minerals: No mining, drilling for oil or natural gas of any kind, extraction of gravel or sand or other earth materials shall be permitted on any real property within this subdivision, except as needed during the construction of allowed buildings.
- r. No structure of any kind, except fencing shall be located closer than Five (5) feet from any property line nor closer than ten (10) feet from any right-of-way or access easement. Building a structure in violation of this restriction may result in enforcement requiring the removal of said structure at the owner's expense.
- s. Future subdivision of the subject lots shall be prohibited.
- t. Weed control and Lot maintenance: All noxious weeds on the latest Yellowstone County noxious weed list must be controlled on all properties in the development, the control of noxious weeds in road right-of-ways are responsibility of the adjacent lot owners. All cost of weed control is the responsibility of the property owners.
 - I. All brush, grass and weeds must be kept pulled, cultivated or mowed to not allow its growth to exceed 6 inches in height, which includes those things growing in road and utility easements, all the way up to the road pavement adjacent to lots are the husbandry responsibility of that adjacent land owner.
 - II. In a direct effort to avoid dust, weeds and potential fire danger, all areas of each Lot shall be spray killed of all vegetation and covered with a minimum of 4 inches of gravel, preferably 3 inch minus road mix around and up to each building, driveway etc. once built.
- u. Water Rights: There are no ditch or water rights conveyed with any lots. All rights, if any, remain with original developer or his assigns.

- v. For those shop owners desiring a Restroom, a separate sanitation permit would need to be applied for through Yellowstone County Health Department (Riverstone Health) and Montana State DEQ and all local and state regulations adhered to. Responsibility and costs involved would be those of the Lot owners.

Note: Developer will provide a limited number of Functioning restrooms throughout the development for use of lot owners.

- w. Driveways: All driveways and approaches off of internal streets must comply w/ Architectural Committed requirements of minimum 8” culverting for storm water drainage and minimum size of 3” minus road mix gravel, compacted, to prevent damage to edge of paved street surfacing at approach areas.

- 4. Architectural Committee and Review: Developer Levi J Britton and Barbara L Britton will act as the Architectural Committee so long as Developer owns, manages, controls or directs any of the above-described real property. The design of any building, sign or fencing on any described lot must be approved in advance, in writing, by the Architectural Committee. All requests for approval shall be included written plans and specifications for the building, showing its dimensions and height, the type and color of exterior materials to be used, and the location of the building on the lot. The Architectural Committee may disapprove the design of any building, sign, or fencing for any reason. Developer, in its sole discretion, may choose three property owners as the initial successor Architectural Committee replacing Developer. The initial terms of each member shall be for one, two or three years so that not more than one member shall be appointed in any one year. The Architectural Committee shall act upon all applications within thirty (30) days after delivery to them of the application. The Architectural Committee shall only disapprove an application by a vote against the application by a simple majority. Such disapproval shall always be in writing stating the reason for disapproval. Non written approval from Architectural Committee of Buildings, signs or fences constructed by lot owners may be subject to removal at owner’s expense. Additions or alterations of pre-approved buildings, signs or fencing shall be required the same written request and written approval as described above. In the case of the Developer passing with no Architectural Committee selected, then the developers heirs would take his place and position.
- 5. Amendments, Variances or exemptions: May be declared or granted only by the original developer, his heirs or his assigns at his or their sole discretion, without further needed consents. These amendments, variances or exemptions must be in written form, signed by the developer, his heirs or his assigns and must be recorded of Record at Yellowstone County, MT.
- 6. Covenant Violations: Violations of Covenants, shall be cured by the property owner(s) within 5 days of written notice of violation unless otherwise agreed upon. Notices shall be considered delivered when sent by United States Postal Services, sent to the last known address of the landowner. The cost of curing the noticed violations(s) is solely that of the land owner. In addition, the cost of reasonable legal fees will be charged to the landowner who is declared to have in fact violated these or future amended restrictions and covenants (these legal fees can include but not be limited to, time charged for legal counsel to review current use Restrictions and Covenants, the production of warning letters, creating and applying Liens for non-payments, etc). Any particular Violation may be given notice without a mandatory declaring of other Violations. By not declaring a Violation does not give it any sort of immunity from Declaring that Violation in the future, nor does it give any type of “Grandfathered” protection in the future unless there is a properly signed, recorded amendment, a written Variance or exemption granted as previously described.

Any unpaid fees described above may result in a lien on the Lot of the owner against whom they are imposed and if unpaid, may be foreclosed in the same manner as lien for common expenses.

- 7. These Covenants and Restrictions shall remain in place and enforceable for 20 years after recording and will automatically renew for additional 20 year periods unless amended.

Shop World I

By _____ Dated _____
Levi J Britton, Original Developer

STATE OF MONTANA)
) :ss
County of Yellowstone)

ON this _____ day of _____, 2018 before me, a Notary Public for the State of Montana, personally appeared Levi J Britton as Developer of the above mentioned lots of Shop World I, known to me to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same.

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

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

Printed Name of Notary