



Return To:  
High Sierra II, Inc.  
175 N. 27<sup>th</sup> Street, Suite 900  
Billings, MT 59101

## DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

WHEREAS, THE UNDERSIGNED is the owner of the following described real property located in the City of Billings, Yellowstone County, Montana, to-wit:

All of Copper Ridge Subdivision, 8th Filing, City of Billings, Yellowstone County, Montana, according to the plats on record in the office of the County Clerk and Recorder of Yellowstone County, Montana.

Whereas Copper Ridge West, Inc. owns 100 % of the lots in the Copper Ridge Subdivision, 8<sup>th</sup> Filing, as of the date hereof.

Now, therefore, in consideration of the premises, the undersigned hereby establish and declare the following restrictions and protective covenants, which shall be applicable to all of the above-described real estate unless otherwise stated below.

### 1. LOTS AFFECTED AND PERSONS BOUND

- 1.1 The following-described lots constituting all the lots in Copper Ridge Subdivision, 8th Filing: Lots 10A through 14, inclusive, in Block 3; and Lots 9 and 10, in Block 4; Lots 10 through 21, inclusive, in Block 5; Lots 1 through 20, inclusive, in Block 6; Lots 1 through 27, inclusive, of Block 7, and Lots 1 through 8, inclusive, in Block 8, according to the aforesaid plat thereof filed in the office of the County Clerk of Yellowstone County, Montana. These lots shall be subject to these covenants and restrictions, and said covenants and restrictions shall be for the benefit of the present owners of said lots, their heirs, executors, administrators, successors, and assigns.
- 1.2 All present and subsequent owners shall be held to agree and covenant each with the other and with their heirs, executors, administrators, successors, and assigns, to conform to and observe the herein set forth



covenants, restrictions, and stipulations affecting the use of said lots and the construction of dwellings and improvements thereon.

- 1.3 Lot owners are also subject to the provisions of the Dedication and Bylaws of Copper Ridge West Stormwater Association, Inc., dated October 31, 2018, recorded October 31, 2018, under Document No.3867125, in the office of the Yellowstone County Clerk and Recorder, as amended by that certain First Amendment to Bylaws of Copper Ridge West Stormwater Association, dated November 3<sup>rd</sup>, 2021, recorded November 3<sup>rd</sup>, 2021, under Document No. 3996113, in the office of the Yellowstone County Clerk and Recorder .

## 2. DEFINITIONS

As used herein, certain terms and words are defined as follows:

- 2.1 **Accessory Building:** A garage or permanent or portable yard shed, which is accessory to main dwelling unit.
- 2.2 **Commercial Use:** The wholesale or retail sale or rental of goods, as well as the providing of any service for which there is a charge or fee, but excluding home occupations (defined below), and the sale of lots or homes located within Copper Ridge Subdivision, 8th Filing.
- 2.3 **Copper Ridge West Architectural Review Board:** (Hereinafter referred to as the Architectural Review Board), Composed of the Officers of the Copper Ridge West, Inc. The Architectural Review Board was created to ensure all site location plans, construction drawings, specifications, and proposed dwellings coincide with these Restrictions and Protective Covenants. The Architectural Review Board may be contacted at: 175 North 27th Street, Suite 900, Billings, Montana 59101. Contact phone number is 406/248-3641.
- 2.4 **Declarant or Developer:** COPPER RIDGE WEST, INC.
- 2.5 **Dog Kennels:** Dog kennels may be permitted, with written approval.
- 2.6 **Dwelling Unit:** A structure or portion thereof designed for use as permanent living quarters, having sleeping, cooking, and complete sanitary facilities. (Manufactured, Mobile, and Move-on homes are not allowable Dwelling Units as defined herein.)

- 2.7 Home Occupation: Any occupational use customarily conducted entirely within a dwelling unit by the inhabitants thereof, which is clearly incidental and secondary to the use of the dwelling unit as living quarters and in connection with which there are: no commercial manufacturing of goods or products on the premises; no on-site employment of persons other than the residents of the dwelling unit; no generation of pedestrian or vehicle traffic beyond that customary and incidental to residential use of the dwelling unit; no use of commercial vehicles for deliveries to or from the dwelling unit other than mail and package delivery services; no signs or structures advertising the occupation; and no excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations: making clothing; giving music lessons; a sole practitioner for professional practice, such as accounting. The operation of a bed and breakfast inn or establishment, Vacation Rental By Owner, or Airbnb, are not home occupations.
- 2.8 Improvement: Any dwelling unit, accessory building, fence, road, driveway, well, water line, sewer, drain field, utility, antenna, sign, or any other structure, whether above or below the surface.
- 2.9 Junk Vehicle(s): Any motor vehicle not in running condition or that is unlicensed or unregistered.
- 2.10 Lot: Any plat of land designated numerically and shown upon any recorded subdivision map of the property.
- 2.11 May: Permissive.
- 2.12 Manufactured Home or Mobile Home: Factory assembled structure or structures, equipped with the service connections necessary to be used as a dwelling unit, and constructed to be readily moveable as a unit or units either on its own running gear or other system. The construction of these units is regulated by the federal Manufactured Housing Construction and Safety Standards Act as determined by the Department of Housing and Urban Development (HUD), and the units are not constructed in accordance with the standards set forth in the Uniform Building Code, or International Residential/Building Code.
- 2.13 Move-on Home: Existing, older home that was either partially or wholly de-constructed to be moved and reassembled at a new location.
- 2.14 Owner: The legal title holders or contract purchasers, whether one or more persons or entities, owning or purchasing a fee simple title to a lot and shall include the purchaser under a contract for deed. Owner does



not mean those persons or entities having an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance or contract for sale of a lot for value, Owner shall mean the Declarant for such lot. Prior to such conveyance or contract sale, the Declarant shall retain and exercise such rights incidental to ownership hereunder as it may desire at its discretion.

- 2.15 Property or Properties: That certain real property hereinbefore described, together with such additional real property as may be subject to these Protective Covenants by subsequent declaration.
- 2.16 Replacement Home: Site-built structure designed primarily for human occupancy which is located on a permanent foundation within the subdivision to replace, supplement, supersede, or restore pre-existing site-built home that has been rendered uninhabitable because of fire, earthquake, or other man-made or natural occurrence that, in the opinion of the local building official, renders the dwelling uninhabitable and unfit for human habitation.
- 2.17 Residential Use: The occupying of dwelling unit for living purposes.
- 2.18 Setbacks: The horizontal distance required between a structure and the center of a road or lot line. This distance is to be measured at right angles to the road or property line.
- 2.19 Shall: Mandatory
- 2.20 Sign: Any man-made structure, object, device, or part thereof, situated out of doors, or prominently visible from the outside the structure in which it is situated, which identifies, advertises, displays, or otherwise attracts attention of either itself or some other object, person, institution, organization, business, product, service, event, activity, location, thing or happening of whatever nature, by any means, including words, letters, numerals, figures, designs, symbols, fixture, colors, mottos, illumination, projection, contrast, conspicuous, and the like.
- 2.21 Site Built Home: A new dwelling unit that is constructed in accordance with the standards set forth in the International Residential/Building Code and bearing the insignia of the state and are assembled on a permanent foundation.
- 2.22 Single Family: One or more persons living together as a single non-profit house-keeping unit, as distinguished from a group occupying a



hotel, motel, club, fraternity or sorority, commune, renter for less than 30 days, and the like.

- 2.23 Structure: Any aboveground man-made improvement to real property.
- 2.24 Subdivision: Copper Ridge Subdivision 8th Filing, as shown on the plat recorded in the Office of the Clerk and Recorder, Yellowstone County, Montana.
- 2.25 Subdivision Improvements Agreement (SIA): Agreement between Copper Ridge West, Inc., and the City of Billings. The SIA was recorded with the Yellowstone County Clerk and Recorder on October 7, 2021, under Document No. 3992795. The covenants, agreements, and all statements in the SIA apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

### 3. GENERAL PROVISIONS

#### Declaration.

- 3.1 Declarant hereby establishes all the foregoing real property is and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred subject to this Declaration of Restrictions and Protective Covenants.
- 3.2 All of the covenants, conditions, and restrictions set forth herein are referenced to ensure the best use and most appropriate development of the real property to protect the owner of lots against improper use of surrounding lots such as would depreciate the value of the real property; to preserve, insofar as is practical, the natural beauty of the real property; to provide for the highest and best use and development of the real property and to encourage and secure the orderly development of said real property.
- 3.3 All of the covenants, conditions and restrictions herein contained shall run with the real property for all purposes and shall be binding upon and inure to the benefit of Declarant, and all lot owners, occupants, and their successors-in-interest as set forth herein.

### 4. PROPERTY RIGHTS AND EASEMENTS

- 4.1 Utility Easement(s): Easements for storm drainage, electricity, telephone, lighting, water, sewer, cable television, Unites States Postal

Services equipment, and other utilities, or any other service or utility as more particularly set forth on the plat of Copper Ridge Subdivision, 8th Filing, shall be and hereby are reserved.

- 4.2 Mail Delivery: United States Postal Service mail delivery will be made to centralized delivery locations. Centralized delivery locations shall consist of from 10 to 16 mailboxes per location. Developer shall install the centralized boxes within the private contracts for each Phase.
- 4.3 Off-Street Parking: Each lot shall provide two concrete off-street driveway-type parking places, which shall extend from the paved street to the entrance of the garage. No gravel driveways or parking pads shall be permitted.
- 4.4 Basketball Hoops: Temporary basketball hoops in the streets are not allowed.

5. MINIMUM RESTRICTIONS ON BUILDING

- 5.1 Each lot, as above described, in said subdivision, shall be known as a residential lot and shall be used solely for single family residential purposes.
- 5.2 No structure shall be erected, altered, placed, or permitted upon any such residential lot, other than one detached single family dwelling not to exceed two stories in height, and a private attached garage for a minimum of two cars but not more than four cars; provided, however, that a room may be built over an attached garage; but in any case the roof pitch of the main part of the house and garage shall not be less than 5-inches rise to the foot nor exceed 12-inches rise to the foot. Unattached garage units may be allowed on a case-by-case request and with proper Architectural Review Board approval. Regardless of attached or unattached garages, all building and accessory buildings must meet the required City of Billings zoning requirements, in addition to receiving Architectural Review Board approval.
- (A) Satellite Dishes and Television Antennas: All satellite systems, wireless DSL connections, or antennae of any kind, must meet the requirement of all applicable building codes and FCC regulations. Lot owners are encouraged to place satellite dishes and television antennas to be least obtrusive to adjoining lots and from the streets.



- (B) No basement or portion thereof shall be converted or made into an apartment to be used for rental purposes.
  - (C) No lot shall be subdivided for the purpose of constructing more than one single-family dwelling on any lot as platted.
  - (D) A maximum of one yard shed per lot may be allowed. The yard shed exterior finish, color, roof pitch and building materials must match the residential unit. Before constructing a yard shed, the lot owner must submit a site plan and exterior elevations to the Architectural Review Board for approval.
- 5.3 No trailer, basement, tent, shack, garage, or other outbuilding erected on said lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Additionally, the exterior of any building shall be finished in its entirety before it can be occupied.
- 5.4 All dwelling units constructed on the lots shall have a minimum of floor space enclosed within the perimeter of the exterior walls, as follows:
- (A.) Lot sizes ranging from 7,000 – 8,000 square feet: In the case of a one-story dwelling, a minimum of 900 square feet of floor space, and in the case of a two-story dwelling, a minimum of 800 square feet on the main level.
  - (B.) Lot sizes in excess of 8,001 square feet: In the case of a one-story dwelling, a minimum of 1,200 square feet of floor space, and in the case of a two-story dwelling, a minimum of 900 square feet on the main level.
- The minimum square footage must be at or above grade, excluding basements, garages, porches, patios, terraces, and decks.
- The dwelling unit on Lot 13, Block 5 shall be restricted to a single level.
- 5.5 No construction equipment or materials of any nature may be moved onto a lot until within 30 days of the start of construction, and the dwelling shall have its exterior completed within one year from the time of starting.
- 5.6 The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the



highest location along the lot frontage. Higher finished floor elevations shall be required on a lot-by-lot basis, as noted in the final plat.

- 5.7 The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows. Allow enough space between window wells and property lines to provide sufficient swales and drainage away from window wells, and meet applicable building codes for drainage requirements.
- 5.8 All dwellings must be placed on a permanent foundation, and construction must comply with the International Residential Code and all applicable City of Billings building and zoning requirements.
- 5.9 All concrete structures and steps that protrude over three feet above the finished grade shall be placed on a footing.
- 5.10 Sidewalks: Developer will install handicap accessibility ramps at time of private contract construction. Developer shall install a 5-foot-wide boulevard sidewalk along the frontage of Lot 9, Block 3 of Copper Ridge Subdivisions 7<sup>th</sup> Filing, between Lots 10A and 11, Block 3 of Copper Ridge Subdivision, 8<sup>th</sup> Filing, at the time of private contract construction. No additional boulevard sidewalks will be installed by the Developer as part of construction improvements. Individual lot owner will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot-wide boulevard sidewalks.
- 5.11 Private driveways: Construction specifications for the driveways shall meet all applicable City of Billings requirements.
- 5.12 The exterior siding of all residential and outbuilding structures shall consist of wood, wood products, or wood look-alike products, cement board siding, brick, stone, or simulated stone. Stucco or EFIS with a smooth or roughcast (pebble) finish is also permitted upon approval. No sheet or panel metal siding, cement block, vinyl siding or panel siding similar to T1-11 siding or plywood sheet siding is permitted. All facades of a building shall be made of the same materials and similarly detailed. Lot owners may submit a request to the Architectural Review Board for the use of a material not mentioned in 5.10. The use of a material not mentioned in 5.10 must be authorized in writing before installation of the material.





- 5.13 Roofs shall be covered with shakes, tiles, or shingles, and no rolled roofing or metal roofing shall be allowed. No triple tab shingles will be allowed. Exposed aluminum or silver flashing around chimneys or roof valleys shall not be allowed unless colored, textured, or painted to match or complement the roof design and color. Rain gutters are required, and shall be the same color as to match the trim or color of the roof. Steel galvanized gutters are not permitted.
- 5.14 The exterior colors of all structures shall be traditional colors, earth tones, pastels, white, or wood colors. No bright or shiny colors on exterior siding shall be allowed. For example, bright oranges, royal blues, pinks, purple, and like bright colors are not allowed. No overly dark colors on exterior siding shall be allowed. For example, very dark brown or black colors are not allowed. Lot owners shall have written approval from the Architectural Review Board of the exterior color before the exterior siding material is installed on the dwelling unit.
- 5.15 No mobile, manufactured homes, or move-on homes shall be allowed.
- 5.16 Building Orientation: (Intentionally left blank as it is covered by paragraph 6 below.)
- 5.17 No building shall be erected, placed, or altered on any lot in Copper Ridge Subdivision 8th Filing until construction plan and specifications and the site location plan have been approved by the Architectural Review Board as to the quality of materials, harmony of external design with existing structures, and location of structures with respect to topography and finished grade elevations. Approval shall be granted pursuant to the standards contained in these restrictions and protective covenants at the time an application for approval is submitted.
- 5.18 The Architectural Review Board defined in Paragraph 2.3, and further referenced elsewhere herein, is composed of the officers of the Copper Ridge West, Inc., of Billings, Montana. Either officer(s) of the Board may designate a representative to act for it or provide advice. In the event of the death or resignation of any officer, the remaining officer(s) shall have full authority to designate a successor or successors. Neither the members of the Board nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant; however, the Board may offer reasonable compensation to its designee. A reasonable fee commensurate with the cost of this review may be assessed against each lot. The officers of the Copper Ridge West, Inc. will remain the only Board members of the Architectural Review Board until 100 percent of the lots have been sold and all



construction plan, specifications, and site location plans have been submitted and approved, at which time the Board will terminate and the members will be deemed to resign and will not be replaced. The Architectural Review Boards approval or disapproval, as required in these covenants, shall be in writing. In the event the Board or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it; or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

6. SET BACKS

Set Back Requirement: In relationship to front, side and rear lot setbacks, no buildings or other structures shall be located closer to the front, side and rear lot lines than is permitted in the City of Billings Zoning Regulations as it may exist at the time of construction.

7. FENCING

Fencing is required. No fence shall be erected between the city street and the front setback line. The Architectural Review Board may designate fence locations for corner lots with two front yards. All fences shall be almond in color, shall be the same style, and be no-maintenance vinyl fence, and shall be installed by an approved fence installer at the time the fence is to be built. Lot owners may contact the Architectural Review Board for approved fence locations, style and installers. All fences along common lot lines shall be 6-foot privacy fence. All rear yard fences adjacent to City of Billings park land or HOA property shall be 4-foot picket fence. Any variation in the fence program must be in writing and authorized by the Architectural Review Board.

8. LANDSCAPING PLANS AND REQUIREMENTS

8.1 Landscape Requirements: Unless exempted by the Architectural Review Board, lot owners shall, within two months after each residence is completed, plant, maintain, and in case of death or destruction, replace, at least two trees seven feet high, with a minimum of two-inch caliper trunks in the front yard. In all areas, yards must be planted in lawn within two months after occupancy if occupied during March, April, May, June, July, or August. Otherwise, the yards must be planted in lawn no later than the first day of June following occupancy.



- 8.2 Owners are required to establish lawn and other suitable landscaping for their lot. Except as may be allowed by the Architectural Review Board, which may allow rock and gravel boulevards if the weeds are controlled, using landscaping rock and other ground covers are not an approved method of establishing the lawn. An established lawn is defined as a properly graded lot with grass. They shall also mow, irrigate, control noxious weeds, and otherwise maintain their lot so that the landscaping does not detract from the general appearance of the Subdivision.
- 8.3 Certain lots in the Copper Ridge 8th Filing contain storm water drainage easements with a drainage swale along property lines. This storm water drainage easement and drainage swale is for conveying storm water and shall not be altered in any way to inhibit the conveyance of storm water. It shall be the lot owners' responsibility to maintain and perpetuate this storm water swale, as a fully functional swale. Owners are required to consider the conveyance of storm water in the storm water swales as they develop the final landscaping plan for each lot.
- 8.4 Due to the variable soil conditions on this site, plants should not be placed within 3 feet of foundations. Care should be taken with the landscaping not to create drainage obstructions such as concrete curbing, which will collect and retain water near the foundations.
- 8.5 Final elevations at the site should be planned so that drainage is directed away from all foundations and concrete slabs. Parking areas should be designed to drain surface water off the site and away from structures.
- 8.6 Downspouts with 6-foot extensions should be used. Positive drainage away from all foundations should have 6 inches of fall in the first 10 feet away from the foundations. If sufficient room is not available to construct the 10-foot slope, drainage swales should be constructed as far from the foundations as possible.

## 9. SIGNS

- 9.1 No permanent outside signs are allowed except for name and address designations. This provision shall not apply to the Developer or to the community sign.



10. ILLEGAL OR NOXIOUS USES OR ACTIVITIES

10.1 No illegal, noxious, unsightly, or offensive use or activity shall be made on, or carried on, any lot, nor shall any use or activity be permitted which may be, or may become, an annoyance or nuisance to adjacent owners.

11. ANIMALS

11.1 No more than two dogs, which must be over the age of six months, are permitted per dwelling unit. All pets are subject to applicable City of Billings Animal Control Ordinances.

11.2 Household pets may not be kept, bred, or maintained for any commercial purposes. All dogs, cats, and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the properties by the other owners, and shall be prohibited from barking or causing other nuisance, odors, or interference with other lot owners. Dogs and cats shall be kept on the owner's own property or on a leash, and shall not be allowed to roam free. Dogs having a history of aggression toward people or other animals, including but not limited to biting, shall not be permitted in the subdivision. No exotic pets, including venomous reptiles shall be permitted in the subdivision.

11.3 In addition to the foregoing restrictions, the following animals are prohibited within the subdivision: horses, mules, donkeys, cows, goats, pigs, sheep, poultry, pigeons, or other livestock.

12. Lot owners shall be advised that land in proximity to the northern boundary of Copper Ridge Subdivision is a right-of-way owned by the Burlington Northern Santa Fe Railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in the subdivision. This activity is protected by state law and can be expected to continue indefinitely. Developer, for itself and all successor owners of property within Copper Ridge Subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway, acknowledges that the railroad right-of-way is private property, and further acknowledges that Copper Ridge Subdivision and successor owners of lots within the subdivision have an affirmative duty to stay off the Burlington northern Santa Fe Railroad property and to keep children, guests, and invitees off the property



13. JUNK VEHICLES, COMMERCIAL VEHICLES, AND GARBAGE AND REFUSE DISPOSAL.
- 13.1 No junk vehicles, garbage, or other refuse shall be stored, dumped, or maintained on any of the lots or real property covered by these Protective Covenants. The owner shall be responsible for the proper disposal of all junk vehicles, garbage and other refuse.
- 13.2 All trash containers shall be hidden from view by keeping such containers in garages or an enclosure. No trash container enclosure shall be located on the front of the building. When put out for pickup, they shall be placed in an animal-proof container.
- 13.3 No burning barrels shall be allowed on the premises.
- 13.4 Commercial vehicles, commercial equipment, or inoperable machinery shall not be parked, stored, or permitted to accumulate on the lots. Machinery, commercial equipment, and construction equipment shall not be parked on streets for a period in excess of 24 hours. This provision shall not apply to Copper Ridge West, Inc., during construction of the subdivision, and shall not apply to any equipment currently used in construction or improvements on a lot.
14. RECREATIONAL VEHICLES AND MOTORHOMES
- 14.1 No pickup camper, camping trailer, snowmobile, boat, trailer, motor home, or any type of vehicle or similar item used for recreational purposes shall be used for habitation, and such vehicle shall not be placed upon a lot or driveway, or parked in the public streets within the subdivision, for a period of longer than 30 days in a calendar year unless it is placed behind a fence with an approved gate and parking pad.
15. SOIL AND GEOTECHNICAL CONSIDERATIONS
- 15.1 Owners of lots within Copper Ridge Subdivision, 8th Filing, shall be advised that in accordance with a geotechnical report prepared from actual drilling and field testing by Rimrock Engineering, dated September 1, 2021, there exists the potential for variable soil conditions and the potential for collapsible sands within the Subdivision. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner. Copper Ridge West, Inc. has completed a geotechnical investigation and the findings of the report are on file with the City of Billings Building Department.



- 15.2 The Rimrock Engineering report is available for review at the City of Billings Planning Department. It is recommended that owners, purchasers, realtor, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

16. AMENDMENT

- 16.1 After 100 percent of the lots in the past, current, and future filings of the Copper Ridge Subdivision, 8th Filing, have been sold, this Declaration, or any provision thereof, may be amended or revoked and any additional provisions added at any time, (except those Declarations required under the Subdivision Improvements Agreement on file in the office of the Clerk and Recorder of Yellowstone County, between Copper Ridge West, Inc., and the City of Billings), by written instrument duly signed and acknowledged by the owners of record of not less than two-thirds of the lots, and recorded with the Yellowstone County Clerk and Recorder. Until 100 percent of the lots in all past, current, and future filings of the Copper Ridge Subdivision, have been sold, Copper Ridge West, Inc. reserves the right to amend or revoke and make any additional provisions at any time, (except those Declarations required under the Subdivision Improvements Agreement.)
- 16.2 Any amendment or change of this Declaration, or any provision thereof, shall be effective upon the filing and recording of such an instrument in the office of the Yellowstone County Clerk and Recorder.
- 16.3 Any amendment or change in this Declaration, or any provision thereof, shall not affect existing structures and uses of the lots, provided that such structure or use would have been a valid structure or use under this Declaration of Protective Covenants for Copper Ridge Subdivision, 8th Filing, at the time the structure was built or the use commenced.

17. ENFORCEMENT

- 17.1 Every owner of a lot shall have a right to enforce the provisions of these Protective Covenants and to prevent or stop any violation thereof by injunction or other lawful means.
- 17.2 Every violation of the provisions of these Protective Covenants is hereby declared a nuisance.



- 17.3 Failure by any owner of a lot to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.
- 17.4 In the event any action is maintained to enforce, enjoin any violation of, or to construe the provisions of these Protective Covenants, the prevailing party shall be entitled to recover from the losing party all damages and costs thereby incurred, including a reasonable attorney's fee.
- 17.5 The undersigned Declarant shall not be liable to any owner or any other person from any loss, damage, or injury arising out of or in any way connected with the adoption, implementation, or enforcement of the Protective Covenants, and all owners hereby waive, release, and forever discharge the Declarant from any liability arising out of, or in any way connected with adoption, implementation, or enforcement of these Protective Covenants, and any amendment thereto.

18. BEST MANAGEMENT PRACTICES DURING CONSTRUCTION

- 18.1 Individual Lot Owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201 BMCC and detailed in the Billings Stormwater Management Manual. For a copy of the Billings Stormwater Management Manual, contact the City of Billings.
- 18.2 The Developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- 18.3 Once any lot has been sold by the Developer, the Developer shall no longer be considered an owner or developer for any future construction.



Copper Ridge West, Inc., a Montana Corporation, is the owner of 100 percent of the above-described lots.

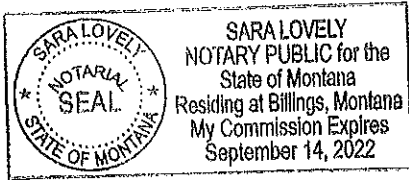
Dated this 3<sup>rd</sup> day of November 2021.

Copper Ridge West, Inc.,  
A Montana Corporation.

By: [Signature]  
Landy Leep  
Its: Vice President

On this 3<sup>rd</sup> day of November 2021 Landy Leep, known to me to be the Vice President of Copper Ridge West, Inc., a Montana Corporation that executed the foregoing instrument and acknowledged to me that said Company executed the same.

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



[Signature]  
Notary Public in and for the State of Montana  
Printed name: Sara Lovely  
Residing at: Billings mt  
My Commission expires: 9-14-22