

HOA

3752584

08/27/2015 08:59 AM Pages: 1 of 17 Fees: 119.00
Jeff Martin Clerk & Recorder, Yellowstone MT



Please return to:
Hendrickson Law Firm, P.C.
P O Box 2502
Billings, MT 59103

BY-LAWS OF HIGH SIERRA HOMEOWNERS ASSOCIATION

1. **APPLICABILITY OF BY-LAWS**

The provisions of these By-Laws are applicable to the Lots which have been submitted to the provisions of the Declaration of Restrictions and Protective Covenants for High Sierra Subdivision, 8th Filing. The Lots are located upon the following described real property located in Billings, Yellowstone County, Montana:

**All of High Sierra Subdivision, 8th Filing, City of Billings,
Yellowstone County, Montana, according to the plat on record
in the office of the County Clerk and Recorder of Yellowstone
County, Montana.**

All present or future owners, tenants, or any other person who might use the facilities of the property in any manner, together with all Lot owners of all future filings of High Sierra Subdivision, are and shall be subject to the provisions of these By-Laws. The acquisition, rental or occupancy of any of the Lots will signify that these By-Laws are accepted, ratified and will be complied with.



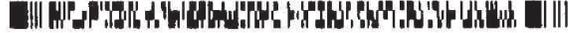
2. **MEMBERSHIP, MEETINGS AND VOTING.**

(a) Each Lot owner shall be a member of the High Sierra Homeowners Association, hereinafter called the "Association." However, if the ownership of any Lot is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the Lot shall be deemed to be one Lot owner for the purpose of voting and the determination of any required quorum. Each Lot owner shall be entitled to one vote and the vote for any Lot owned by more than one person shall be exercised as such co-owners may among themselves determine.

(b) Ownership shall be determined according to the records of the Clerk and Recorder of Yellowstone County, Montana; except that a personal representative, conservator or trustee may vote in person or by proxy with respect to any Lot owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. Owner shall also include those purchasing Lots under purchase contracts who have an equitable interest in the Lot as disclosed by the public record in the office of the Yellowstone County Clerk and Recorder and, in such an event, the equitable owner shall be considered as the only owner of such Lot.

(c) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting. Whenever a Lot is owned by two or more persons, the vote therefor may be exercised by any one of such persons present in the absence of protest by the other or others.

(d) The annual meeting of the Association shall be held on the third Saturday of



September of every year at 1:00 o'clock p.m. Additional regular and special meetings of the Association may be held at such times and places as shall be agreed upon by the Lot owners. Notice of all meetings shall be given to each member personally or by mail, telephone, telegraph or telephone facsimile at least ten (10) days prior to the day named for such meeting. The presence, in person or by proxy, of at least sixty-six and two-third percent (66-2/3%) of the total number of Lot owners at such meetings of the Association shall be required for the transaction of any business by the Association.

(e) The Association shall have the responsibility of administering the operation of the HOA Storm Water System, approving any necessary budget, establishing and collecting any necessary monthly assessments and arranging for any necessary management of the HOA Storm Water System, as defined in the Declaration of Restrictions and Protective Covenants (Declaration). Except as otherwise provided herein, or by law, all decisions and resolutions of the Association shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the Lot owners. Enforcement and collection of delinquent assessments may be made without approval of the delinquent owner.

3. **BOARD OF DIRECTORS.**

(a) The affairs of the Association shall be governed by a Board of Directors composed of at least five (5) persons, each of whom shall be elected by the Lot owners; provided, however, that Gary Oakland and Landy Leep shall serve as interim Directors until the first annual meeting of the Association. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things pertaining to the Storm Drain System as are not by law, the Declaration, or these By-Laws



directed to be exercised by the Lot owners.

(b) In addition to the powers and duties provided by law, the Declaration, these By-Laws or by resolution of the Association, the Board of Directors shall have the following powers and duties:

- (1) To enforce the provisions of the Declaration of Lot ownership and these By-Laws by appropriate action.
- (2) To determine the amount of any necessary assessments payable by the Lot owners, for the purposes set forth in Section 8 below, and to allocate and assess said expenses between Lot owners in proportion to their percentage of total Lots. In the Board's discretion, assessments may include reserve funds for major repairs, emergencies or capital improvements. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Association.
- (3) In its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.
- (4) To send written notice of each regular assessment to every owner subject thereto at least twenty (20) days in advance of each assessment year and to send written notice of each special assessment to each owner at least thirty (30) days before its due date.
- (5) To record a lien against any property for which assessments are not paid within thirty (30) days after due date.
- (6) To foreclose the lien against any property for unpaid assessments or to bring an action at law against the owner personally obligated to pay the same.
- (7) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (8) To procure and maintain adequate liability and hazard insurance as provided in Section 7 below.



- (9) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (10) To pay all taxes and assessments, if any, imposed on the Storm Drain System and to pay all contracted for debts of the Association.
- (11) To grant and accept easements and licenses pertaining to the Storm Drain System on behalf of all Lot owners.
- (12) In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association, to a committee appointed by the Board, or to an independent contractor or agent.
- (13) To supervise all officers, agents and employees of the Association to insure that they properly perform their duties.
- (14) To make repairs, alterations, additions and improvements to the HOA Storm Water System consistent with managing the HOA Storm Water System in the best interest of the Lot owners.
- (15) Upon written request from any person, agency or corporation having an interest or prospective interest in a Lot, to prepare and furnish within a reasonable time an audited financial statement of the High Sierra Homeowners Association for the immediately preceding tax year.
- (16) Upon written request from a holder, insurer or guarantor of a first mortgage on any Lot, to provide said holder, insurer or guarantor with timely written notice of:
 - (a) Any proposed amendment of the Declaration of Lot Ownership for High Sierra Homeowners Association effecting a change in liability for expenses, the number of votes in the owner's association appertaining to any Lot;
 - (b) Any delinquency in the payment of assessments or charges owed by an owner of a Lot subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
 - (c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.



(c) The Board of Directors is hereby appointed as agent and attorney-in-fact for the Lot owners of all of the Lots and for each of them to manage, control and deal with the interests of such Lot owners in the HOA Storm Water System as necessary to permit the Board of Directors to fulfill all of its powers, right, functions and duties.

(d) The Board of Directors is hereby appointed as agent and attorney-in-fact for each Lot owner, each mortgagee, other named insured and their beneficiaries and any other holder of a lien or other interest in the Lots property or the property to:

- (1) adjust and settle all claims arising under insurance policies purchased by the Board of Directors;
- (2) execute and deliver releases upon the payment of claims; and
- (3) act on their behalf in any condemnation proceeding or act of eminent domain.

Provided, however, that the consent of the mortgagee shall be required if such mortgagee notifies the Board of Directors within thirty (30) days after receipt of notice of the damage or notice of the taking in condemnation or by eminent domain.

(e) The Directors shall be elected at the first meeting of the Association and the term of office of each Director shall expire annually whereupon the Association shall hold a meeting to elect directors. Any Director may be removed from office by the majority vote of the Lot owners and any vacancies in the Board of Directors shall be filled in the manner provided for the election of Directors with each person so selected serving the balance of the unexpired term.

(f) Except as otherwise provided in Section 3(a) above, Directors shall be nominated by a Nominating Committee composed of one member of the Board of Directors and one or more Lot owners appointed by the outgoing Board of Directors. To the extent possible, the Lot



owners so appointed shall not be members of the outgoing Board of Directors. A list of persons nominated shall be distributed to all Lot owners, attached to written notice of the annual meeting. Additional nominations may be made from the floor at the annual meeting. Each Lot owner shall be entitled to one vote for each vacancy in the Board of Directors; cumulative voting shall be permitted.

(g) No compensation shall be paid to Directors for their services as Directors unless salaries for Directors are approved by vote of a majority of Lot owners. However, Directors shall be reimbursed for actual expenses incurred in the performance of their duties. The Board of Directors may engage the services of a manager or managing agent.

(h) Regular and special meetings of the Board of Directors may be held at such times and places as shall be determined by the Directors. Notice of such meetings shall be given to each Director and to the Secretary and Chairman of the Association, personally or by mail, telephone, telegraph or telephone facsimile at least three (3) days prior to the day named for such meeting. A majority of Directors shall be needed for a quorum. All such meetings shall be open to all members of the Association. Information concerning major actions by the Board shall be promptly disseminated to all members of the Association in a manner to be determined by the Board.

(i) The officers and Directors of the Association shall not be liable to the Association or any Lot owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. The Lot owners and the Association shall indemnify and hold harmless each of the officers and Directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the



Association unless such contract shall have been in bad faith or contrary to the provisions of the law or the Declaration for High Sierra Homeowners Association or these By-Laws, except to the extent that such liability is satisfied by Director's and officer's liability insurance. Officers and Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Lot owner arising out of any contract made by the officers or Board of Directors or out of the indemnification of the officers or Directors or for damages as a result of injuries arising in connection with the common elements solely by virtue of his own ownership of an interest in the HOA Storm Water System or an interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his percentage of total Lots. Every agreement made by the officers or Board of Directors on behalf of the Association shall, if obtainable, provide that the officers or the Directors, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder, except as Lot owners, and that each Lot owner's liability thereunder shall be limited to the total liability thereunder multiplied by his percentage of common element interest. The Association shall indemnify any person who was or is a part or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was an officer or Director of the Association against expenses, including attorney fees, judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association.

4. **OFFICERS.**

- (a) The Board of Directors shall annually elect a Chairman, Secretary and Treasurer.



The Board, in its discretion, may also elect a Vice-Chairman. No two offices may be held by the same person except the offices of Secretary and Treasurer. The officers of the Association shall hold office at the pleasure of the Board and, in the event of a vacancy, the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose.

(b) Gary Oakland and Landy Leep shall serve as interim Chairman and Secretary, respectively, until the first annual meeting of the Association.

(c) The Chairman shall preside at all meetings of the Association and of the Board of Directors. He shall have general supervision over the affairs of the Association and its officers and all of the powers and duties usually vested in the office of President or Chairman and shall also perform such other duties as from time to time may be imposed upon him by the Board of Directors. The Vice-Chairman, if any, shall act in the place of the Chairman and shall have such other duties as may be assigned to him by the Board of Directors. The Secretary shall keep all books and records of the Association and the Board of Directors and record all minutes of meetings of both; he shall keep a record of all members of the Association and shall serve all required notices. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate itemized accounts of all receipts and disbursements in books belonging to the Association, in chronological order. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. All checks shall be signed by two officers.

(d) Any officer may be compensated, in a reasonable amount, as determined by the Board of Directors.



5. **INSPECTION OF RECORDS.**

The books, records and papers of the Association shall be open for inspection by any Lot owner at any reasonable time.

6. **EMERGENCY ACCESS.**

Each Lot owner shall have the right to enter any other Lot in case of an emergency originating in or threatening such Lot, whether or not the owner or occupant is present at the time.

7. **INSURANCE.**

(a) The Board of Directors may cause the HOA Storm Water System to be insured against loss or damage by fire and related casualty in the amount representing the full insurable value thereof as determined by the Board. The cost for such insurance shall be a part of the Lot owners' expense. The carrying of such insurance shall not preclude any Lot owner from carrying insurance at his own cost for his own benefit, subject to the conditions set forth in subsection (g) of this section.

(b) All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees and contract sellers of Lots. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof and payment of premiums, shall be delivered to all mortgagees and contract sellers of Lots at least ten (10) days prior to expiration of the then current policies. Annually, the Board of Directors shall obtain an appraisal from an insurance



company or other knowledgeable person or business, of the full replacement value of the HOA Storm Water System, without deduction of depreciation, for the purpose of determining the amount of physical damage to be effective pursuant to this section.

(c) The Board of Directors shall cause public liability and property damage insurance to be carried, insuring the Association and the Lot owners, for liability for personal injuries to, or the death of, any person, or damage to property resulting from the ownership use of the HOA Storm Water System, with policy limits to be determined by the Board, but no less than \$1,000,000.00. The cost of such insurance shall be a common expense.

(d) In the event of a loss exceeding One Thousand Dollars (\$1,000.00), all Association insurance proceeds shall be paid to the designee of the Board of Directors as Trustee for disbursement.

(e) The Board of Directors shall review the adequacy of limits of coverage of insurance policies and report annually its opinion regarding same to the membership of the Association at its annual meeting.

(f) Payments for an insured casualty loss shall be applied by the Trustee for repair or replacement of the damaged property. If insurance proceeds exceed the replacement cost of the Lots, excess proceeds shall be credited to the accounts of all Lot owners.

8. **ASSESSMENTS FOR COMMON EXPENSES.**

(a) Assessments shall be made for all common expenses, including utilities costs of repair, replacement and general maintenance, management and administration of the HOA Storm Water System, management and administrative costs of the Association, costs of insurance on the HOA Storm Water System. Assessments shall be based upon and computed by using the



percentile interest that each Lot owner has to the total Lots in the High Sierra Subdivision.

(b) All sums collected by the Association from assessments may be commingled in a single fund but they shall be held for the Lot owners in their respective share in which they are paid and shall be credited to the account of the payee Lot from which shall be paid the expenses for which the respective assessments are made.

(c) Each Lot owner shall be obligated to pay monthly and special assessments for common expenses imposed by the Association. The Board of Directors shall, prior to the end of each calendar year, prepare an Association budget for the coming year. A copy of that budget, together with a statement of the amount of each monthly assessment for the next calendar year, shall be delivered to each Lot owner on or before the second Monday in December of each year preceding the budgeted for year. Each monthly assessment shall be equal to the total estimated common expenses for the year, including a reasonable reserve allowance for contingencies, divided by twelve. Assessments shall be due and payable on the first day of each month. If an annual budget is not prepared as required, the monthly assessment due shall be equal to the amount of the monthly assessment for the previous year until changed by the Board of Directors after preparation of a new budget. Notice of any new assessment shall be given, by mail or otherwise, to each Lot owner at least twenty (20) days in advance of the first payment due date for the assessment.

(d) Assessments paid more than ten (10) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon assessments shall be applied first to interest and then to the earliest assessment due.



(e) No owner of a Lot may exempt himself from liability for his or her contribution toward any common expense by waiver of the use or enjoyment of those items paid for or by abandonment of the Lot.

(f) The initial regular monthly assessments shall be \$ 10.00 per month per Lot. This assessment shall commence after completion of the HOA Storm Water System, and the rate shall continue in effect until changed by the Board of Directors. No change in monthly assessments shall be made before the first annual meeting of the Association. Until all Lots are sold, regular assessments shall not be increased more than 10% per year without prior approval of all Lot owners. Thereafter, increases exceeding 10% per year shall require prior approval of the majority of Lot owners. These limitations shall not apply to any special assessments.

(g) Assessments may be made by the Board of Directors for capital improvements to the HOA Storm Water System only upon an affirmative vote of sixty-six and two-third percent (66-2/3%) of the Lot owners entitled to vote; provided, however, that no assessments for capital improvements shall be made until all of the Lots have been constructed and sold by the Developer, without the express written consent of Developer.

(h) No Lot owner shall be entitled to receive the balance in that owner's assessment account upon sale of the owner's Lot. The account balance shall pass with sale of the Lot to the credit of the new Lot owner.

(i) Assessments, together with interest, costs of collection, costs of suit and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs of collection, costs of suit and reasonable attorney fees, shall also be the personal



obligation of the person who was the owner of the Lot at the time the assessment became due.

The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

9. **RULES AND REGULATIONS.**

Administrative rules and regulations concerning the Permanent Storm Drain System may be promulgated and amended by the Board of Directors with approval of a majority of the Lot owners. A copy of the current rules and regulations shall be provided to each Lot owner by the Secretary of the Association, without cost, upon receipt of a request therefor.

10. **WORKING CAPITAL.**

The Developer, as agent of the Board of Directors, shall collect from the initial purchaser of each Lot, at the time of closing, an initial capital payment of an amount equal to the Buyer's pro rata share of insurance for the year plus an amount equal to two monthly assessments. The Developer will deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, including insurance, initial maintenance, equipment, supplies, organizational costs and other start-up costs and for such other purposes pertaining to the HOA Storm Water System, or the Association, as the Board of Directors may determine.

11. **LIABILITY OF THE ASSOCIATION.**

The Association shall not be liable to any Lot owner for any failure of water supply or other services to be paid for as a common expense, or for injury or damage to persons or property caused by the elements, or resulting from electricity, water, snow or ice which may leak or flow over from any portion of the common elements or from any pipe, drain, conduit,



appliance or equipment. The Association shall not be liable to any Lot owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. This shall not be deemed to be a waiver of any liability between Lot owners. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or the exterior of any Lot, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any government authority. The Association shall not be liable to any Lot owner for injury or damage to persons or property caused by another Lot owner. Any such liability shall be attributed solely to the responsible Lot owner. The Association shall not be liable to any Lot owner for personal injuries or injuries to property occurring on common elements.

12. **AMENDMENT.**

These By-Laws may be amended by the Association in a duly constituted meeting called for such purpose; provided, however, that no amendment shall take effect without the approval of the Developer until such time as all Lots have been sold by Developer. No amendment shall take effect unless approved by all (100%) of the Lot owners entitled to vote and until a copy of the By-Laws, as amended, certified by the Chairman and Secretary of the Association, is received in the office of the Clerk and Recorder of Yellowstone County, Montana; provided further, however, that the By-Laws may be amended by the Developer to add Lots in future filings of High Sierra Subdivision to the provisions hereof.



(c) The provisions of these By-Laws shall be covenants running with the land and shall be binding on all owners, their tenants and guests, for so long as the real property described herein is subject to the provisions of the Declaration.

13. ENFORCEMENT AND WAIVER.

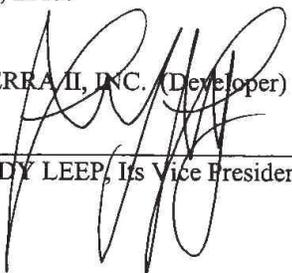
In the event the Board of Directors shall refuse to enforce the provisions of these By-Laws or the Declaration of Lot Ownership or duly adopted Rules and Regulations by appropriate action, any Lot owner shall have the right to do so.

Failure of the Association, its Board of Directors or any of its members to enforce the provisions of these By-Laws or the Declaration of High Sierra Homeowners Association or any Rules and Regulations adopted by the Association shall not be deemed a waiver of the right to do so in the future.

IN WITNESS WHEREOF, the undersigned, being the owner of the property to which these By-Laws apply, has executed this instrument as evidence of the adoption of the aforesaid By-Laws of the Association and hereby certify that the foregoing is a true and correct copy of the By-Laws of the said Association.

DATED this 24th day of August, 2015.

HIGH SIERRA II, INC. (Developer)

By: 
LANDY LEEP, Its Vice President

Return to:
Hendrickson Law Firm, P.C.
P.O. Box 2502
Billings, Montana 591-3-2502

DCL **3869758**
12/03/2018 03:09 PM Pages: 1 of 2 Fees: 14.00
Jeff Martin Clerk & Recorder, Yellowstone MT


**FIRST AMENDMENT TO BYLAWS
OF HIGH SIERRA HOMEOWNERS ASSOCIATION**

HIGH SIERRA II, INC., Developer, pursuant to authorization granted in Sections 12 of the Bylaws of High Sierra Homeowners Association, dated August 24, 2015, recorded August 27, 2015, under Document No.3752584, records of Yellowstone County, Montana, do hereby amend the original Bylaws described above, as follows:

Section 1. is amended to read as follows:

1. **APPLICABILITY OF BY-LAWS**

The provisions of these By-Laws are applicable to the Lots which have been submitted to the provisions of the Declaration of Restrictions and Protective Covenants for High Sierra Subdivision, 6th Filing, High Sierra Subdivision 8th Filing, High Sierra Subdivision, 9th Filing and High Sierra Subdivision, 11th Filing. The Lots are located upon the following described real property located in Billings, Yellowstone County, Montana:

All of High Sierra Subdivision, 6th Filing, High Sierra Subdivision 8th Filing, High Sierra Subdivision, 9th Filing, and High Sierra Subdivision, 11th Filing, City of Billings, Yellowstone County, Montana, according to the plat on record in the office of the County Clerk and Recorder of Yellowstone County, Montana.

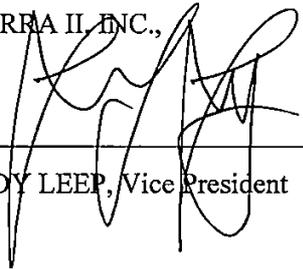


All present or future owners, tenants, or any other person who might use the facilities of the property in any manner, together with all Lot owners of all future filings of High Sierra Subdivision, are and shall be subject to the provisions of these By-Laws. The acquisition, rental or occupancy of any of the Lots will signify that these By-Laws are accepted, ratified and will be complied with.

In all other respects the original Bylaws described above remain as written.

DATED this 3rd day of December, 2018.

HIGH SIERRA II, INC.,

By 

LANDY LEEP, Vice President

STATE OF MONTANA)

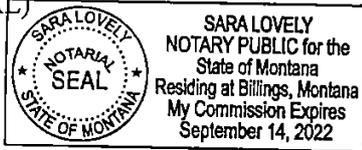
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County of Yellowstone)

This instrument was acknowledged before me on December 3, 2018, by Landy Leep, as Vice President of HIGH SIERRA II, INC.



(SEAL)



RES

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08/07/2019 10:37 AM Pages: 1 of 15 Fees: 105.00
Jeff Martin Clerk & Recorder, Yellowstone MT



Return to:
High Sierra II, Inc.
175 N. 27th St., 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 High Sierra Subdivision, 12th Filing, City of Billings, Yellowstone County, Montana, according to the plat on record in the office of the County Clerk and Recorder of Yellowstone County, Montana.

WHEREAS, High Sierra II, Inc. owns 100% of the lots in the High Sierra Subdivision 12th Filing, as of July 31, 2019.

WHEREAS, the undersigned desire to place building restrictions and protective covenants on the above described premises, and to provide for a Homeowners Association for the maintenance of the portion of a future permanent storm drain system located outside the public right of way:

NOW, THEREFORE, in consideration of the premises, the undersigned hereby establish and declare the following declaration, 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 in High Sierra Subdivision, 12th Filing: Lots 38-56, inclusive, Block 1; Lots 17-51, inclusive, Block 6; and Lots 1-12, inclusive, Block 8; according to the aforesaid plat thereof filed in the office of the County Clerk of Yellowstone County, Montana, 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.

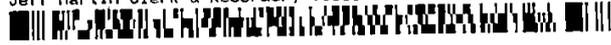


- 1.2 All present and subsequent Owners shall be held to agree and covenant each with the other and with their heirs, executors, administrators, successors and assigns, to conform to and observe the herein set forth covenants restrictions and stipulations affecting the use of said lots and the construction of dwellings and improvements thereon.
- 1.3 Lot owners are also subject to the provisions of the Bylaws for High Sierra Homeowners Association, dated August 24, 2015, recorded August 27, 2015, under Document No.3752584, in the office of the Yellowstone County Clerk and Recorder, and the First Amendment to Bylaws of High Sierra Homeowners Association, dated December 3, 2018, recorded December 3, 2018, in the office of the Yellowstone County Clerk and recorder, as amended concurrently herewith to include the above property (Bylaws).

2. DEFINITIONS

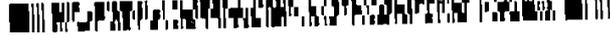
As used herein, certain terms and words are defined as follow:

- 2.1 Accessory Building: A garage or permanent or portable storage 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 High Sierra Subdivision, 12th Filing.
- 2.3 High Sierra Architectural Review Board: Composed of the Board of Directors of the High Sierra II, Inc. The Board was created to ensure all site location plans, construction drawings, specifications, and proposed dwellings coincide with these Restrictions and Protective Covenants. The High Sierra 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: HIGH SIERRA II, INC.
- 2.5 Dog Kennels: Dog kennels are not permitted.
- 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 person 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 is not a Home Occupation.

- 2.8 Improvement: Any Dwelling Unit, Accessory Building, fence, road, driveway, well, water line, sewer, drain field, utility, antenna, sign, or other Structure, whether above or below the surface.
- 2.9 Junk Vehicles(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 in order to be moved and reassembled at a new location.
- 2.14 Modular Home: A new dwelling unit constructed in accordance with the standards set forth in the International Residential/Building Code and bearing the insignia of the state, applicable to site-built homes, and composed of components assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation.
- 2.15 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



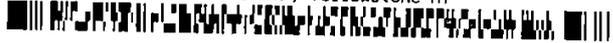
obligation; provided, however, that prior to the first conveyance of a lot for value, Owner shall mean the Declarant. Prior to such conveyance or contract sale, the Declarant shall have the right to retain such rights incidental to ownership hereunder as it may desire at its discretion.

- 2.16 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.
- 2.17 Replacement Home: A dwelling designed primarily for human occupancy which is located on a permanent foundation within the subdivision to replace, supplement, supersede or restore a pre-existing dwelling that has been rendered uninhabitable because of fire, earthquake or other man-made or natural occurrence that, in the opinion of the local building authority renders the Dwelling uninhabitable and unfit for human habitation.
- 2.18 Residential Use: The occupying of Dwelling Unit for living purposes.
- 2.19 Setbacks: The horizontal distance required between the 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.
- 2.20 Shall: Mandatory
- 2.21 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.
- 2.22 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 that has 85% or more of the unit constructed on the lot where construction materials are delivered and are assembled on a permanent foundation.
- 2.23 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 and the like.
- 2.24 Structure: Any above-ground man-made improvement to real property.



- 2.25 Subdivision: High Sierra Subdivision, 12th Filing, as shown on the plat recorded in the Office of the Clerk and Recorder, Yellowstone County, Montana.
- 2.26 Subdivision Improvements Agreement (SIA): Agreement between High Sierra II, Inc. and the City of Billings. The High Sierra Subdivision 12th Filing SIA was recorded with the Yellowstone County Clerk and Recorder on July 10, 2019, under Document No. 3888272. 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 that all of the foregoing real property is and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred subject to the Declaration of 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. PERMANENT STORM DRAIN SYSTEM.

- 4.1 During construction of High Sierra Subdivision, 12th Filing, the Declarant will install a portion of the Permanent Storm Drain System in accordance with the overall subdivision storm drain system as approved by the City of Billings. During construction of future filings, Declarant will install and maintain temporary storm water ponds. The Declarant will also install a permanent storm drain system as required by the City of Billings with future filings of the High Sierra Subdivision. The Permanent Storm Drain System will be in accordance with the recommendations of an approved storm drain study to be submitted to the City of Billings Engineering Department by the Declarant. Because the City of Billings storm drain system is not available in the area of the High Sierra Subdivision, storm water will be handled on site through surface flow on the streets, inlets, and piping. Temporary detention facilities may also be used as required for future filings of High Sierra Subdivision. The permanent and



temporary storm water system design for High Sierra Subdivision will be approved by the City of Billings Public Works Department. Maintenance for the storm water facilities located within the public right of way will be the responsibility of the City of Billings. Maintenance of the permanent storm drain facilities outside of the public right of way, including storm water detention facilities, storm drain piping, inlets, and manholes, (HOA Storm Water System) will be the responsibility of the single purpose High Sierra Homeowners Association. The Association shall comply with the requirements of the "HOA Storm Water Facility Maintenance Agreement," between the HOA and the City of Billings for the Subdivision, and the "Homeowners' Associations Requirements," a copy of which is attached. The High Sierra Homeowners Association shall have no other purpose.

5. MEMBERSHIP IN HIGH SIERRA HOMEOWNERS ASSOCIATION.

5.1 Each Owner of a completed Lot shall be a member of the High Sierra Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot.

6. COVENANT TO PAY MAINTENANCE ASSESSMENTS.

6.1 The Declarant, for each completed Lot owned by it, and each Lot Owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the High Sierra Homeowners Association all periodic and special assessments made by the Association for the HOA Storm Water System expenses and to waive any right said Owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments.

7. ASSESSMENTS.

7.1 Assessments shall be made by the High Sierra Homeowners Association only for the repair, replacement and general maintenance, management and administration of the HOA Storm Water System, and for no other purpose. No assessments will be made until a portion of the Permanent HOA Storm Water System is complete.

8. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS.

8.1 All sums assessed by the Association, but unpaid for the share of common expenses chargeable to any Lot, together with interest, collection costs, costs of suit, and reasonable attorney fees, shall constitute a lien on such Lot, and if filed of record, may be foreclosed in the same manner as a Construction Lien. Such

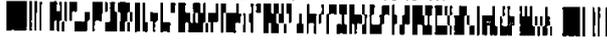


lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for assessments. Each assessment, together with interest, collection costs or costs of suit, and reasonable attorney fees, shall also be the personal obligation of the owner of the Lot against which the assessment was made at the time the assessment fell due, and a suit to recover a money judgment for unpaid assessments shall be maintainable by the Association against said owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent assessments, including, but not limited to, court costs, costs of filing liens, and attorney fees, shall be the obligation of the non-paying Lot owner, shall be deemed a common expense chargeable only to the non-paying Lot owner, and may be added to the next regular assessment for that Lot. If a mortgagee, beneficiary of a trust indenture or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a first mortgage or trust indenture, such acquirer of title, its successors and assigns, shall not be liable for the share of the assessed, but unpaid, common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such unit by such acquirer unless expressly assumed by them. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Lot owners, including such acquirer, its successors and assigns. However, no sale or transfer of a Lot shall relieve the acquirer from liability for assessments thereafter becoming due or from the lien thereof.

9. LOTS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS,
AND RESTRICTIVE COVENANTS.

- 9.1 All present and future owners of Lots shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws, restrictive covenants, and rules and regulations adopted by the High Sierra Homeowners Association, as these instruments may be amended from time to time. The execution of the purchase contract by a Lot owner or the acceptance of a deed thereto shall constitute acceptance of the provisions of such instruments by such owner. All owners shall be responsible for insuring compliance by their tenants, family members, other occupants of their Lot and their guests. The provisions of the Declaration and the By-Laws, restrictive covenants and rules and regulations adopted by the High Sierra Homeowners Association shall be covenants running with the land and shall bind any person having an interest in such Lot as though the provisions were recited and fully stipulated in each deed or conveyance thereto. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of the Declaration. No provision in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

10. PROPERTY RIGHTS AND EASEMENTS



- 10.1 Utility Easement(s): Easements for drainage, electricity, telephone, lighting, water, sewer, cable television and other utilities, or any other service or utility as more particularly set forth on the plat of High Sierra Subdivision, 12th Filing, shall be and hereby are reserved.
- 10.2 Mail Delivery: United States Postal Service mail delivery will be made to centralized delivery locations. The general location of each centralized delivery location is indicated on the preliminary plat. Subdivider shall install the centralized boxes within the Private Contracts for each Phase.
- 10.3 Off-Street Parking: Each Lot shall provide two (2) concrete off-street driveway-type parking places, which shall extend from the paved street to the entrance of the garage. No gravel or asphalt driveways or parking pads shall be permitted.

11. MINIMUM RESTRICTIONS ON BUILDING

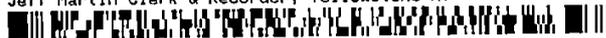
- 11.1 Each Lot, as above-described, in said subdivision, shall be known as a residential Lot and shall be used solely for residential purposes.
- 11.2 No structure shall be erected, altered, placed, or permitted upon any such residential lot, other than one detached single-family dwelling not to exceed two stories in height and, except as provided below, a private, attached garage for a minimum of two cars, but not more than three 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 five (5) inches rise to the foot nor exceed twelve (12) inches rise to the foot; provided, further, however, that the following Lots shall have a private, attached garage for a minimum of one car:

Lots 25-36, inclusive, Block 6.

- (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 so as to be least obtrusive to adjoining lots.
- (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 dwelling on any Lot as platted, and each dwelling shall be located on a building site having at least an area equal to the area of the Lot, as platted, on which the dwelling is located.



- 11.3 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.
- 11.4 All dwelling units constructed on the Lots shall be site-built and shall have a minimum of floor space enclosed within the perimeter of the exterior walls as follows:
- (A) In the case of a one-story dwelling, a minimum of 1050 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, basements, terraces, and decks.
- 11.5 No construction equipment or materials of any nature may be moved onto a Lot until within thirty (30) days of the start of construction, and the dwelling shall have its exterior completed within one year from the time of starting.
- 11.6 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.
- 11.7 All concrete structures and steps that protrude over three feet above the finished grade shall be placed on a footing.
- 11.8 Sidewalks: All sidewalks adjacent to 12th Filing Parks shall be installed within the Private Contract for High Sierra Subdivision. The balance of all sidewalks within the Subdivision shall be five-foot wide boulevard style and shall be placed at the time that dwelling units are constructed on the Lots, and shall be included in each building permit. Subdivider will install, within the private contract, corner intersection handicap ramps and aprons, where required for the sidewalk development plan, and will grade all street frontages for the boulevard sidewalk finish grade.
- 11.9 Private driveways: Construction specifications for the driveway shall meet all applicable City of Billings requirements.
- 11.10 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, simulated stone, or select vinyl building materials approved by the Architectural Review Board. Stucco or EFIS with a smooth or roughcast (pebble) finish, is also permitted upon approval. No sheet or panel metal siding, cement block, 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.

- 11.11 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 allowed, provided the same are colored to match the trim or color of the roof. Steel galvanized gutters are not permitted.
- 11.12 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 for the exterior color before the exterior siding material is installed on the dwelling unit.
- 11.13 No Mobile Homes, Manufactured Homes, or Move On Homes shall be allowed, and all construction shall be Site-Built Homes.
- 11.14 Building Orientation: The front of the dwelling unit must be placed on the required front yard setback line and be constructed parallel to the front yard set back line, as shown on the Concept Development Plan.
- 11.15 No building shall be erected, placed, or altered on any Lot in High Sierra Subdivision, 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 the Concept Development Plan and in these restrictions and protective covenants at the time an application for approval is submitted.
- 11.16 The Architectural Review Board referenced above is composed of the Officers of the High Sierra II, 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 High Sierra II, Inc. will remain the only Board members of the Architectural Control Board until 100% 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

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 thirty (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.

11.17 Accessory Buildings are Allowed: Location of the Accessory Building(s) must be approved by the Architectural Review Board. The building materials of all Accessory Building must match the building materials of the home. (This includes siding, roof material, paint colors, etc...). It is the Lot Owner's responsibility to acquire all necessary permits from the City of Billings before placing or constructing any Accessory Buildings.

12. 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.

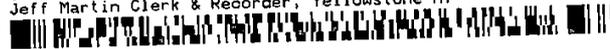
13. FENCING

Backyards and side yards may be fenced with 6-foot vinyl fencing, white in color. The front yard toward the public road shall not be fenced and the fencing may not protrude past the front of the home. The style of fence must be approved by the High Sierra Architectural Review Board prior to fence being installed.

14. LANDSCAPING PLANS AND REQUIREMENTS

14.1 Landscape Requirements: Unless exempted by the Architectural Review Board, Lot Owners shall, within two (2) months after each residence is completed, plant, maintain, and in case of death or destruction, replace, at least two (2) trees (7) seven-feet high, with a minimum of a 1.5-inch caliper trunks in the front yard of each Lot. In all areas, yards must be planted in lawn or otherwise permanently landscaped within (2) two months after occupancy, if occupied during March, April, May, June, July, or August. Otherwise, the yards must be planted in lawn or otherwise permanently landscaped no later then the first day of June following occupancy.

14.2 Owners are required to establish lawn and other suitable landscaping for their Lot. 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.



- 14.3 Due to the hydro-collapse and settlement potential of native soils 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.
- 14.4 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.
- 14.5 As noted in the Rawhide Engineering July 28, 2017 report, and in accordance with the International Residential Code, 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.

15. SIGNS

- 15.1 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.

16. ILLEGAL OR NOXIOUS USES OR ACTIVITIES

- 16.1 No illegal, noxious, unsightly or offensive use or activity shall be made of, or carried on, any lot, nor shall any use or activity be permitted which may be, or may become, annoyance or nuisance to adjacent Owners.

17. ANIMALS

- 17.1 No more than two (2) pets over the age of six (6) months are permitted per dwelling unit. All pets are subject to applicable City of Billings Animal Control Ordinances.
- 17.2 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 that have 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.
- 17.3 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.



18. JUNK VEHICLES, COMMERCIAL VEHICLES, AND GARBAGE AND REFUSE DISPOSAL.

- 18.1 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.
- 18.2 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 pick-up, they shall be placed in an animal-proof container.
- 18.3 No burning barrels shall be allowed on the premises.
- 18.4 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 twenty-four (24) hours. This provision shall not apply to the High Sierra II, Inc. during construction of the subdivision, and shall not apply to any equipment currently used in construction or improvements on a Lot.

19. RECREATIONAL VEHICLES & MOTORHOMES

- 19.1 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 for a period of longer than thirty (30) days in a calendar.

20. SOIL AND GEOTECHNICAL CONSIDERATIONS.

- 20.1 Owners of Lots within High Sierra Subdivision, 8th Filing, shall be advised that in accordance with a geotechnical report prepared from actual drilling and field-testing by Rawhide Engineering, Inc, there exists the potential for variable soil conditions and the potential for collapsible and/or expandable soils within the Subdivision. Assessment and mitigation, if any, of these conditions shall be the responsibility of the Lot Owner. The City may require the Owner of each Lot to include a geotechnical investigation report with the building permit submittal. High Sierra II, Inc. has requested a geotechnical investigation and the findings of the report are on file with the City of Billings Building Department.

21. AMENDMENT

- 21.1 After 100% of the Lots in the past, current, and future filings of the High Sierra Subdivision have been sold, this Declaration, or any provision thereof, may be amended or revoked and any additional provisions added at any time, (except

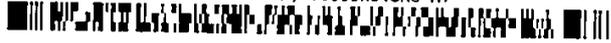


those Declarations required under the Subdivision Improvements Agreement between High Sierra II, Inc. and the City of Billings), by written instrument duly signed and acknowledged by the Owners of record of not less than two-thirds (2/3) of the Lots, and recorded with the Yellowstone County Clerk and Recorder. Until 100% of the Lots in the 12th and future filings of the High Sierra Subdivision Master Plan have been sold, the Board of Directors and Officers of High Sierra II, Inc. reserves the right to amend or revoke and make any additional provisions at any time, including the right to add Lots in future filings of High Sierra Subdivision to membership in the High Sierra Homeowners Association (except those Declarations required under the Subdivision Improvements Agreement.)

- 21.2 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.
- 21.3 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 High Sierra Subdivision, 12th Filing, at the time the structure was built or the use commenced.

22. ENFORCEMENT

- 22.1 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.
- 22.2 Every violation of the provisions of these Protective Covenants is hereby declared a nuisance.
- 22.3 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.
- 22.4 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.
- 22.5 The Undersigned 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 Undersigned from any liability arising out of, or in any way connected with adoption, implementation or enforcement of these Protective Covenants, and any amendment thereto.



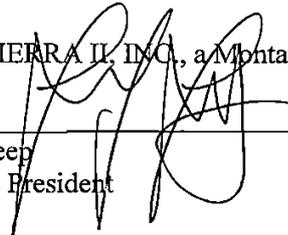
23. BEST MANAGEMENT PRACTICES DURING CONSTRUCTION

- 23.1 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.
- 23.2 The Developer and subsequent Builders/Lot Owners acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City of Billings and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction. For information regarding the SWPPP requirements, contact the City of Billings.
- 23.3 Once any lot has been sold by the Developer, the Developer shall no longer be considered an owner or operator for any future home building construction.

DATED this 7th day of August, 2019.

HIGH SIERRA II, INC., a Montana Corporation,

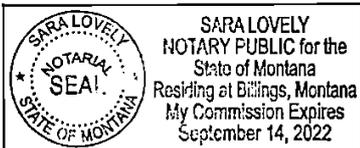
By:


Landy Leep
Its: Vice President

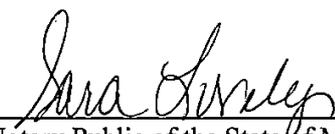
STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 7th day of August, 2019, before me the undersigned Notary Public for the State of Montana, personally appeared Landy Leep known to me to be the Vice President of High Sierra II, 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 my Official Seal the day and year in this certificated first above written.



(NOTARIAL SEAL)


Notary Public of the State of Montana
Sara Lovely (print name)
Residing at Billings, Montana
My Commission expires: 9-14-22

Return to:
Hendrickson Law Firm, P.C.
P.O. Box 2502
Billings, Montana 591-3-2502

DCL **3891448**
08/07/2019 10:37 AM Pages: 1 of 2 Fees: 24.00
Jeff Martin Clerk & Recorder, Yellowstone MT


**SECOND AMENDMENT TO BYLAWS
OF HIGH SIERRA HOMEOWNERS ASSOCIATION**

HIGH SIERRA II, INC., Developer, pursuant to authorization granted in Sections 12 of the Bylaws of High Sierra Homeowners Association, dated August 24, 2015, recorded August 27, 2015, under Document No.3752584, records of Yellowstone County, Montana, (original Bylaws), as amended by that certain First Amendment to Bylaws of the High Sierra Homeowners Association, dated December 3, 2018, recorded under Document No. 3869758, records of Yellowstone County, Montana, does hereby amend the original Bylaws described above, as follows:

Section 1. is amended to read as follows:

1. **APPLICABILITY OF BY-LAWS**

The provisions of these By-Laws are applicable to the Lots which have been submitted to the provisions of the Declaration of Restrictions and Protective Covenants for High Sierra Subdivision, 6th Filing, High Sierra Subdivision, 8th Filing, High Sierra Subdivision, 9th Filing, High Sierra Subdivision, 11th Filing, and High Sierra Subdivision, 12th Filing. The Lots are located upon the following described real property located in Billings, Yellowstone County, Montana:

All of High Sierra Subdivision, 6th Filing, High Sierra Subdivision 8th Filing, High Sierra Subdivision, 9th Filing, High Sierra Subdivision, 11th Filing, and High Sierra Subdivision, 12th Filing, City of Billings, Yellowstone County, Montana, according to the plat on record in the office of the County Clerk and Recorder of Yellowstone County, Montana.

All present or future owners, tenants, or any other person who might use the facilities of the property in any manner, together with all Lot owners of all future filings of High Sierra Subdivision, are and shall be subject to the provisions of these By-Laws. The acquisition, rental or occupancy of any of the Lots will signify that these By-Laws are accepted, ratified and will be complied with.

In all other respects the original Bylaws described above remain as written.

DATED this 7th day of August, 2019.

HIGH SIERRA II, INC.,

By _____

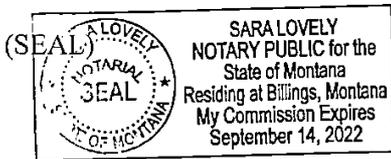
LANDY LEEP, Vice President

STATE OF MONTANA)

:ss.

County of Yellowstone)

This instrument was acknowledged before me on August 7, 2019, by Landy Leep, as Vice President of HIGH SIERRA II, INC.

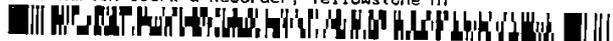


Sara Lovely

DCL

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08/07/2019 10:37 AM Pages: 2 of 2 Fees: 24.00
Jeff Martin Clerk & Recorder, Yellowstone MT



**THIRD AMENDMENT TO BYLAWS
OF HIGH SIERRA HOMEOWNERS ASSOCIATION**

HIGH SIERRA II, INC., Developer, pursuant to authorization granted in Sections 12 of the Bylaws of High Sierra Homeowners Association, dated August 24, 2015, recorded August 27, 2015, under Document No. 3752584, records of Yellowstone County, Montana, (original Bylaws), as amended by that certain First Amendment to Bylaws of the High Sierra Homeowners Association, dated December 3, 2018, recorded under Document No. 3869758, records of Yellowstone County, Montana, and further amended by that certain Second Amendment to Bylaws of the High Sierra Homeowners Association, dated August 7, 2019, recorded August 7, 2019, under Document No. 3891448, does hereby amend the original Bylaws described above, as follows:

Sections 1. and 2 (a). are amended to read as follows:

1. **APPLICABILITY OF BY-LAWS**

The provisions of these By-Laws are applicable to the Lots which have been submitted to the provisions of the Declaration of Restrictions and Protective Covenants for High Sierra Subdivision, 6th Filing, High Sierra Subdivision, 8th Filing, High Sierra Subdivision, 9th Filing, High Sierra Subdivision, 11th Filing, High Sierra Subdivision, 12th Filing, and High Sierra Subdivision, 14th Filing. In addition, these By-Laws are applicable to the Lots in High Sierra Subdivision, 16th

Filing, although such Lots are not subject to the existing Declaration of Restrictions and Protective Covenants.

The Lots are located upon the following described real property located in Billings, Yellowstone County, Montana:

All of High Sierra Subdivision, 6th Filing, High Sierra Subdivision 8th Filing, High Sierra Subdivision, 9th Filing, High Sierra Subdivision, 11th Filing, High Sierra Subdivision, 12th Filing, High Sierra Subdivision, 14th Filing, and High Sierra Subdivision, 16th Filing, City of Billings, Yellowstone County, Montana, according to the plat on record in the office of the County Clerk and Recorder of Yellowstone County, Montana.

All present or future owners, tenants, or any other person who might use the facilities of the property in any manner, together with all Lot owners of all future filings of High Sierra Subdivision, are and shall be subject to the provisions of these By-Laws. The acquisition, rental or occupancy of any of the Lots will signify that these By-Laws are accepted, ratified and will be complied with.

2. **MEMBERSHIP, MEETINGS AND VOTING.**

(a) Each Lot owner shall be a member of the High Sierra Homeowners Association, hereinafter called the "Association;" provided, however, in the event a duplex is constructed on any of the following Lots, each of the two unit owners of the duplex on such Lot shall be a member:

Lots 17, 18, 19, 20, 21, 22, 23 24, and 25, High Sierra Subdivision, 16th Filing, City of Billings, Yellowstone County, Montana, according to the plat on record in the office of the County Clerk and Recorder of Yellowstone County, Montana; and

any provisions for a "Lot" or "Lot owner" in these By-Laws shall apply to and include each constructed duplex unit located on the above described property or each owner of such constructed duplex unit, whichever is applicable, as one of two

separate members and Lots, including application of all voting and assessment provisions.

If the ownership of any Lot is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the Lot shall be deemed to be one Lot owner for the purpose of voting and the determination of any required quorum. Each Lot shall be entitled to one vote and the vote for any Lot owned by more than one person shall be exercised as such co-owners may among themselves determine.

In all other respects the original Bylaws described above remain as written.

DATED this 26th day of October, 2020.

HIGH SIERRA II, INC.

By _____

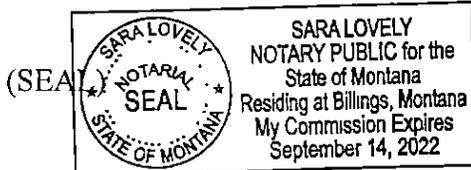
LANDY LEEP, Vice President

STATE OF MONTANA)

:SS.

County of Yellowstone)

This instrument was acknowledged before me on October 26, 2020, by Landy Leep, as Vice President of HIGH SIERRA II, INC.



Sara Lovely

DCL

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10/27/2020 09:05 AM Pages: 3 of 3 Fees: 21 00
Jeff Martin Clerk & Recorder, Yellowstone MT

