

1374468

DECLARATION OF RESTRICTIONS AND CONDITIONS

High Sierra Subdivision
First Filing

Billings, Montana

UNDERSIGNED

to

THE PUBLIC

NOW, THEREFORE, the undersigned, Kimble Properties, Inc., of Billings, Montana, being the owner of all the property known as High Sierra, First Filing, desiring to place restrictions and conditions for the use and occupancy of the lots situated in said First Filing of High Sierra Subdivision, for the use and benefit of the present owners and for future grantees, does hereby declare:

1. Block 1, lots 32 through 68. All of the lots included in Blocks 3,4,5,6,7,8,9,10,11,12,13 and 16. Block 17, lots 1 & 14 through 26. Block 18, lots 1 through 7 & 26. Block 19, lots 1 & 14. Block 20, lots 1 & 14. Block-24, lot 12. Block 25, lots 1 & 14 through 15. Block 26, lots 1 through 14. Block 27, lot 1. All the above described lots shall be used for single family residential purposes only. Said lots may not be utilized for any multi-family units, or for professional or commercial uses.

2. There shall be a utility easement on all residential lots as shown upon the plat. Said utility easement is for the purpose of allowing for the construction and maintenance of all underground utilities which will be installed upon said property for the benefit of any of the lots affected by said utility easement. Said utility easement shall carry with it the right of ingress and egress upon said property to allow all owners of the property the right to construct underground utilities in the area designated as utility easement. All property owners and utility companies shall have the right of constructing and maintaining the underground utilities on the utility easement and they are specifically granted the right to go upon said property to use surface rights to the extent that it will be necessary for the construction, improvement, repair and maintenance of said underground utilities.

Individual property owners may not erect any permanent structures or buildings in the utility easement section of the property, nor may they plant any trees in the area designated as the utility easement.

3. All utilities, including but not limited to, electricity, gas, water and telephone, are to be underground, and all connections for individual services from the street to the dwelling or residence shall be likewise underground.

4. 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. For the purpose of these restrictions, "two-stories" shall mean two-stories above grade on at least one overall dimension of the structure, except, "split-level" structures will be permitted. No structure shall exceed 25 feet in height. Garages must be attached to the main dwelling. Carports of the same finish as main dwelling are permitted.

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5. All construction on any lot shall be new and no structure shall be moved onto any said lot. No building shall be erected of material other than commonly used in standard construction.

Each dwelling shall be constructed so that they are (exclusive of the area of porches, terraces, patios and garages) enclosed within the perimeter of the exterior walls shall not be less than as follows:

High Sierra Subdivision, First Filing

Area I: 1,000 square feet Area II: 1,250 square feet

- | | | |
|--------------------|---------------------|--------------------------|
| Block 12, All lots | Block 1, lots 32-68 | Block 16, All lots |
| Block 13, All lots | Block 3, All lots | Block 17, lots 1 & 14-26 |
| | Block 4, All lots | Block 18, lots 1-7 & 26 |
| | Block 5, All lots | Block 19, lots 1 & 14 |
| | Block 6, All lots | Block 20, lots 1 & 14 |
| | Block 7, All lots | Block 24, lot 12 |
| | Block 8, All lots | Block 25, lots 1 & 14-15 |
| | Block 9, All lots | Block 26, lots 1-4 |
| | Block 10, All lots | Block 27, lot 1 |
| | Block 11, All lots | |

No tent, trailer, mobile homes or other temporary or moveable structure shall be used as a dwelling or for dwelling purposes, nor shall any basement or garage be so used unless and until there is a complete private, single family dwelling used in connection therewith. The work of constructing the dwelling and landscaping shall be prosecuted diligently from the commencement thereof until completion, and the exterior of the dwelling shall be finished in its entirety before they can be occupied.

6. No excavating shall be made on any of the lots until such time as construction of the structure herein allowed commences; no sand, gravel or dirt shall be removed from any of the lots except in connection with construction as herein allowed.

7. None of the lots shall ever be used for the keeping of livestock or poultry nor for the domestic pets if the latter are kept for breeding or commercial purposes.

8. None of the lots shall be used for any purpose resulting in noxious or offensive odors, dust, smoke or noise, or in unsightly, unclean or hazardous conditions.

9. No trash, debris, organic or inorganic wastes shall be permitted to accumulate on any lot or in any alley or street adjacent to or abutting upon any said lot and shall be properly and efficiently removed or disposed of. Solid waste shall be contained in plastic or metal containers no larger 30 gallons each with lids, or any other type container the city may adopt to use, and all garbage cans or containers shall be placed in a garage or shall be placed in a designated area so as not to be exposed to public view until regular pickup times by the Billings Sanitation Department.

Declaration of Restrictions and Conditions

10. No permanent clothesline poles, wires or devices for hanging clothes will be permitted. All clothesline poles must be of the removeable type. No clothesline poles shall be erected in front or side yards of any home.
11. No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any of the lots, excepting subdivision promotion signs and signs displayed to identify the occupants of a dwelling, and contractors' construction signs.
12. No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any of the lots, excepting subdivision promotion signs and signs displayed to identify the occupants of a dwelling, and contractors' construction signs.
13. Nothing shall be done or permitted on any lot which is or may become an annoyance or nuisance to the neighborhood, and specifically included as nuisances are the following: all vehicles, whether self propelled or not, shall be parked in such a manner that they are not an aesthetic nuisance to the neighborhood. On-street parking should be limited to visitors and on-site, abandoned vehicles shall not be permitted in the subdivision.
14. Driveways shall be of concrete or blacktop construction, and of one solid unit, instead of a divided unit with grass panels between units.
15. No outside illumination equipment or fixtures shall be constructed unless attached to the main residential structure or garage or unless attached to a pole nor to exceed 8 feet in height, which poles shall conform to the general architectural plan of the residence.
16. TV antenna located outside the dwelling or garage shall be no higher than 6 feet above the peak of the roof and must be placed on a pole not to exceed 2 1/2 inches in diameter and attached to the roof or eave of the house or garage. Satellite dishes will be permitted, but not erected on the side or front yard of any home.
17. Within one year after residence is occupied there shall be planted, maintained, and in case of death or destruction replaced by the owner two trees in the front yard. Each tree shall be at least 4 feet in height.
18. Basement walls which are exposed more than 18 inches shall be sided with conventional siding or a coat of stucco.
19. These restrictions may be changed in whole or in part at any time, by an instrument in writing signed by the owners of a majority of the lots in said subdivision. Any changes thus made shall become effective from the time said written instrument is placed on record in the office of the County Clerk and Recorder of Yellowstone County, Montana.

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Kimberly Properties, Inc.

*Recorristion
To Restrictions
& Conditions*

*High Line Sub.
lot filing*

STATE OF MONTANA }
County of Yellowstone }

I hereby certify that the within in-
strument was filed in my office for
recording on DEC 6 1985

at _____
of _____

Notary Public
I, H. R. WENDT
County Clerk & Recorder
Carol A. [unclear] Deputy

20.4

*Kimberly Properties, Inc.
Box 110
Bozeman, MT 59713*

138 2074

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND CONDITIONS OF HIGH SIERRA SUBDIVISION, FIRST FILING**

UNDERSIGNED

to

THE PUBLIC

The undersigned, being the principal owner of at least 60% of the property in High Sierra Subdivision, First Filing, do hereby amend the Declaration of Restrictions and Conditions which were recorded December 6, 1985, in Book 1284, page 1146. Paragraph 12 should read as follows:

12. No fence shall be erected on front lot line. Fences, hedges or other structures when placed between the residence and side or rear lot shall not be allowed to exceed four feet in height from the finished grade.

Dated this 12th day of February, 1986.

Loyd L. Kimble
Loyd L. Kimble
President, Kimble Properties, Inc.

STATE OF MONTANA)
 : ss.
Yellowstone County)

On this 12th day of February, 1986, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Loyd L. Kimble to me known to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Notary Public for the State of Montana
My Commission expires: 3/21/1988
Billings, Montana

1382074

Himble Properties, Inc.

*to
Restrictions*

*to Amend Restriction
in High Sierra Sub,
1st filing*

STATE OF MONTANA)
County of Yellowstone) ss

I hereby certify that the within
document was filed in my office
on August 14, 2014
at 12:34 P.M.
at a cost of \$128.00

Witness my hand and official seal
at Billings, Montana
this 14th day of August, 2014
M. J. H. KLUNDT
County Clerk & Recorder
By *Deputy J. Hubick* Deputy

*Himble Properties
Box 516
Billings, MT 57103*



**AMENDED DECLARATION OF RESTRICTIONS AND CONDITIONS
HIGH SIERRA SUBDIVISION
FIRST FILING**

Jay C. Lyndes, a/k/a Jay Lyndes

TO: The Public

RECITALS:

A. Kimble Properties, Inc. executed that certain Declaration of Restrictions and Conditions, High Sierra Subdivision, First Filing, dated December 5, 1985, filed December 6, 1985, recorded in Book 1284, Page 1146, under Document No. 1374468, records of the County Clerk and Recorder of Yellowstone County, Montana (Declaration of Restrictions and Conditions).

B. The undersigned is the owner of more than 60% of the area of the lots and the owner of a majority of the lots in said subdivision.

C. The undersigned desires to amend the Declaration of Restrictions and Conditions in order to correct certain minor grammatical and spelling errors, to reduce the minimum area allowed for construction of dwellings in Blocks 1, Blocks 3 through 11, and Block 16 to 1100 square feet, and in Blocks 17 through 20 and Blocks 24 through 27 to 1000 square feet, to provide that carports and blacktop driveways are not permitted, to eliminate one of the redundant Paragraphs 11 and 12, and to resolve the apparent conflict between Paragraphs 19 and 22 of the Declaration of Restrictions and Conditions describing the portion of lot owners

*American Dream Homes
550 S. 24th St. W
Blgs MT 59102*



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whose consent is necessary to amend the Declaration of Restrictions and Conditions by deleting Paragraph 19 (a majority of the lots) and retaining Paragraph 22 (60% of the area).

AMENDED DECLARATION

NOW, THEREFORE, the Declaration of Restrictions and Conditions is hereby amended and changed such that from and after the recording hereof, such Declaration of Restrictions and Conditions shall read as follows in its entirety, and any provisions of the previous Declaration of Restrictions and Conditions which are deleted therefrom as a result of this Amendment shall no longer be in force and effect:

1. Block 1, Lots 32 through 68. All of the lots included in Blocks 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 16. Block 17, Lots 1 & 14 through 26. Block 18, Lots 1 through 7 & 26, Block 19, Lots 1 & 14. Block 20, Lots 1 & 14. Block 24, Lot 12. Block 25, Lots 1 & 14 through 15. Block 26, Lots 1 through 14, Block 27, Lot 1. All the above-described lots shall be used for single family residential purposes only. Said lots may not be utilized for any multi-family units, or for professional or commercial uses.
2. There shall be a utility easement on all residential lots as shown upon the plat. Said utility easement is for the purpose of allowing for the construction and maintenance of all underground utilities which will be installed upon said property for the benefit of any of the lots affected by said utility easement. Said utility easement shall carry with it the right of ingress and egress upon said property to allow all owners of the property the right to construct underground utilities in the area designated as utility easement. All property owners and utility companies shall have the right of constructing and maintaining the underground utilities on the utility easement and they are specifically granted the right to go upon said property to use surface rights to the extent that it will be necessary for the construction, improvement, repair and maintenance of said underground utilities.

Individual property owners may not erect any permanent



structures or buildings in the utility easement section of the property, nor may they plant any trees in the area designated as the utility easement.

3. All utilities, including but not limited to, electricity, gas, water and telephone, are to be underground, and all connections for individual services from the street to the dwelling or residence shall be likewise underground.
4. 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. For the purpose of these restrictions, "two-stories" shall mean two stories above grade on at least one overall dimension of the structure, except, "split-level" structures will be permitted. No structure shall exceed 25 feet in height. Garages must be attached to the main dwelling. Carports are not permitted.
5. All construction on any lot shall be new and no structure shall be moved onto any said lot. No building shall be erected of material other than commonly used in standard construction.

Each dwelling shall be constructed so that the finished area above grade (exclusive of the area of porches, terraces, patios and garages) enclosed within the perimeter of the exterior walls shall not be less than as follows:

High Sierra Subdivision, First Filing

Area I: 1,000 square feet Area II: 1,100 square feet

- | | |
|--------------------------|---------------------|
| Block 12, All lots | Block 1, Lots 23-68 |
| Block 13, All lots | Block 3, All lots |
| Block 17, Lots 1 & 14-26 | Block 4, All lots |
| Block 18, Lots 1-7 & 26 | Block 5, All lots |
| Block 19, Lots 1 & 14 | Block 6, All lots |
| Block 20, Lots 1 & 14 | Block 7, All lots |
| Block 24, Lot 12 | Block 8, All lots |
| Block 25, Lots 1 & 14-15 | Block 9, All lots |
| Block 26, Lots 1-4 | Block 10, All lots |
| Block 27, Lot 1 | Block 11, All lots |

No tent, trailer, mobile home or other temporary or moveable structure shall be used as a dwelling or for dwelling purposes, nor shall any basement or garage be so used unless and until there is a complete private, single family dwelling used in connection therewith. The work of constructing the dwelling and landscaping shall be prosecuted diligently from the commencement thereof until

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- completion, and the exterior of the dwelling shall be finished in its entirety before it can be occupied.
6. No excavating shall be made on any of the lots until such time as construction of the structure herein allowed commences; no sand, gravel or dirt shall be removed from any of the lots except in connection with construction as herein allowed.
 7. None of the lots shall ever be used for the keeping of livestock or poultry nor for domestic pets if the latter are kept for breeding or commercial purposes.
 8. None of the lots shall be used for any purpose resulting in noxious or offensive odors, dust, smoke or noise, or in unsightly, unclean or hazardous conditions.
 9. No trash, debris, organic or inorganic wastes shall be permitted to accumulate on any lot or in any alley or street adjacent to or abutting upon any said lot and the same shall be properly and efficiently removed or disposed of. Solid waste shall be contained in plastic or metal containers no larger than 30 gallons each with lids, or any other type of container the City may adopt to use, and all garbage cans or containers shall be placed in a garage or shall be placed in a designated area so as not to be exposed to public view until regular pickup times by the Billings Sanitation Department.
 10. No permanent clothesline poles, wires or devices for hanging clothes will be permitted. All clothesline poles must be of the removable type. No clothesline poles shall be erected in front or side yards of any home.
 11. No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any of the lots, excepting subdivision promotion signs and signs displayed to identify the occupants of a dwelling, and contractor's construction signs.
 12. Nothing shall be done or permitted on any lot which is or may become an annoyance or nuisance to the neighborhood, and specifically included as nuisances are the following: all vehicles, whether self-propelled or not, shall be parked in such a manner that they are not an aesthetic nuisance to the neighborhood. On-street parking should be limited to visitors and on-site, abandoned vehicles shall not be permitted in the subdivision.
 13. Driveways shall be of concrete construction, and of one solid unit, instead of a divided unit with grass panels between units.



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- 14. No outside illumination equipment or fixtures shall be constructed unless attached to the main residential structure or garage or unless attached to a pole not to exceed 8 feet in height, which poles shall conform to the general architectural plan of the residence.
- 15. TV antennas located outside the dwelling or garage shall be no higher than 6 feet above the peak of the roof and must be placed on a pole not to exceed 2 1/4 inches in diameter and attached to the roof or eave of the house or garage. Satellite dishes will be permitted, but not erected on the side or front yard of any home.
- 16. Within one year after any residence is occupied, there shall be planted, maintained and, in case of death or destruction replaced by the owner, two trees in the front yard. Each tree shall be at least 4 feet in height.
- 17. Basement walls which are exposed more than 18 inches shall be sided with conventional siding or a coat of stucco.
- 18. The owners of any lots shall have the right to enforce by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter do. In any action brought to enforce these covenants, or for damages because of a breach hereof, the prevailing party shall be entitled to recover all costs of such action, including reasonable attorney's fees, from the other parties thereto.
- 19. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force or effect.
- 20. The covenants and restrictions of the Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time such covenants shall automatically be extended for successive ten (10) year periods, unless an instrument is recorded, signed by the owners of 60% of the area of all the lots within this subdivision agreeing to revoke or amend such covenants in whole or in part. This Declaration may be amended during the first 30-year period by an instrument signed by the owners of 60% of the area of said lots. Any amendment must be recorded.

