



Return To:
Hendrickson Law Firm, P.C.
P.O. Box 2502
Billings, Montana 59103-2502

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

WHEREAS High Sierra II, Inc. owns 100 % of the lots in the High Sierra Subdivision 6th Filing and High Sierra Subdivision 9th Filing, as of November 30, 2018;

WHEREAS, 100% of the lots in High Sierra Subdivision 6th and 9th Filings, and future filings of the High Sierra Subdivision, have not yet been sold;

WHEREAS, THE UNDERSIGNED, High Sierra II, Inc., desires to place building restrictions and protective covenants on the above described premises;

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

1. LOTS AFFECTED AND PERSONS BOUND

- 1.1 The following-described lots constituting all the lots in High Sierra Subdivision 6th Filing: Lot 1 in Block 14; and Lots 1 through 8, inclusive, in Block 15; Lots 1 through 12, inclusive, in Block 16. The following-described lots constituting all the lots in High Sierra Subdivision 9th Filing: Lots 2 through 5, inclusive, in Block 14; Lots 13 through 18, inclusive, of Block 16; Lots 1 through 3, inclusive, in Block 17, according to the aforesaid plats thereof filed in the office of



the County Clerk of Yellowstone County, Montana. These lots shall be subject to these covenants and restrictions, and said covenants and restrictions shall be for the benefit of the present owners of said lots, their heirs, executors, administrators, successors, and assigns.

- 1.2 All present and subsequent owners shall be held to agree and covenant each with the other and with their heirs, executors, administrators, successors, and assigns, to conform to and observe the herein set forth covenants, restrictions, and stipulations affecting the use of said lots and the construction of dwellings and improvements thereon.
- 1.3 Lot owners are also subject to the provisions of the 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, as amended concurrently herewith to include the above property (Bylaws).

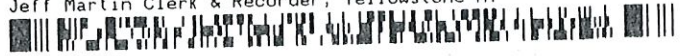
2. DEFINITIONS

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

- 2.1 Accessory Building: A garage or permanent or portable yard shed, which is accessory to main dwelling unit.
- 2.2 Commercial Use: The wholesale or retail sale or rental of goods, as well as the providing of any service for which there is a charge or fee, but excluding home occupations (defined below), and the sale of lots or homes located within High Sierra Subdivision 6th Filing and High Sierra Subdivision 9th Filing.
- 2.3 Coved Design: High Sierra Subdivision 6th and 9th Filings were built using a "coved" design. In a coved subdivision, several of the physical characteristics of the property must be tightly controlled in order to attain the desired result of building a coved community. These variables consist of non-standard front setback lines, customized placement of public sidewalks on each lot, and a standard fence requirement throughout the community.
- 2.4 High Sierra Architectural Review Board (Hereinafter referred to as the Architectural Review Board): Composed of the Officers of High Sierra II, Inc. The Architectural Review Board was created to ensure all site location plans, construction drawings, specifications, and proposed dwellings coincide with these Restrictions and Protective Covenants. The Architectural Review Board may be contacted at: 175 North 27th

Street, Suite 900, Billings, Montana 59101. Contact phone number is 406/248-3641.

- 2.5 Declarant or Developer: High Sierra II, Inc.
- 2.6 Dog Kennels: Dog kennels may be permitted, with written approval.
- 2.7 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.)
- 2.8 Home Occupation: Any occupational use customarily conducted entirely within a dwelling unit by the inhabitants thereof, which is clearly incidental and secondary to the use of the dwelling unit as living quarters and in connection with which there are: no commercial manufacturing of goods or products on the premises; no on-site employment of persons other than the residents of the dwelling unit; no generation of pedestrian or vehicle traffic beyond that customary and incidental to residential use of the dwelling unit; no use of commercial vehicles for deliveries to or from the dwelling unit other than mail and package delivery services; no signs or structures advertising the occupation; and no excessive or unsightly storage of materials or supplies. For guidance, the following uses are examples of home occupations: making clothing; giving music lessons; a sole practitioner for professional practice, such as accounting. The operation of a bed and breakfast inn or establishment, Vacation Rental By Owner, or Airbnb, are not home occupations.
- 2.9 Improvement: Any dwelling unit, accessory building, fence, road, driveway, well, water line, sewer, drain field, utility, antenna, sign, or any other structure, whether above or below the surface.
- 2.10 Junk Vehicles(s): Any motor vehicle not in running condition or that is unlicensed or unregistered.
- 2.11 Lot: Any plat of land designated numerically and shown upon any recorded subdivision map of the property.
- 2.12 May: Permissive.
- 2.13 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.

- 2.14 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.
- 2.15 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 or contract for sale of a lot for value, Owner shall mean the Declarant for such lot. Prior to such conveyance or contract sale, the Declarant shall retain and exercise such rights incidental to ownership hereunder as it may desire at its discretion.
- 2.16 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: Site-built structure designed primarily for human occupancy which is located on a permanent foundation within the subdivision to replace, supplement, supersede, or restore pre-existing site-built home that has been rendered uninhabitable because of fire, earth quake, or other man-made or natural occurrence that, in the opinion of the local building official, renders the dwelling uninhabitable and unfit for human habitation.
- 2.18 Residential Use: The occupying of dwelling unit for living purposes.
- 2.19 Setbacks: The horizontal distance required between a structure and the center of a road, lot line, or live source of water or stream. This distance is to be measured at right angles to the road, property line, or live source of water or stream.
- 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 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, renter for less than 30 days, and the like.
- 2.24 Structure: Any aboveground man-made improvement to real property.
- 2.25 Subdivision: High Sierra Subdivision 6th Filing and High Sierra Subdivision 9th Filing, as shown on the plats 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 6th Filing SIA was recorded with the Yellowstone County Clerk and Recorder on September 28, 2018, under Document No. 3863946. The High Sierra Subdivision 9th Filing SIA was recorded with the Yellowstone County Clerk and Recorder on September 28, 2018, under Document No. 3863938. 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 this Declaration of Restrictions and Protective Covenants.



- 3.2 All of the covenants, conditions, and restrictions set forth herein are referenced to ensure the best use and most appropriate development of the real property to protect the owner of lots against improper use of surrounding lots such as would depreciate the value of the real property; to preserve, insofar as is practical, the natural beauty of the real property; to provide for the highest and best use and development of the real property and to encourage and secure the orderly development of said real property.
- 3.3 All of the covenants, conditions and restrictions herein contained shall run with the real property for all purposes and shall be binding upon and inure to the benefit of Declarant, and all lot owners, occupants, and their successors-in-interest as set forth herein.
4. PERMANENT STORM DRAIN SYSTEM
- 4.1 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.
- 4.2 Upon completion of future filings of the High Sierra Subdivision, Declarant will install a permanent storm drain system in accordance with a City of Billings approved system. 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. The storm water will be directed to the north to a temporary stormwater detention facility. In the future, when the permanent stormwater detention facilities are constructed the stormwater from High Sierra Subdivision 6th and 9th Filings will be directed to that facility.
- 4.3 High Sierra Homeowners Association's only purpose is for the repair, replacement, and general maintenance, management and administration of the permanent HOA Storm Water System.
- 4.4 Assessments shall be made by the High Sierra Homeowners Association only for the repair, replacement, and general maintenance, management and administration of the permanent Storm Water System.



5. PROPERTY RIGHTS AND EASEMENTS

- 5.1 Utility Easement(s): Easements for storm drainage, electricity, telephone, lighting, water, sewer, cable television, Unites States Postal Services equipment, and other utilities, or any other service or utility as more particularly set forth on the plat of High Sierra Subdivision 6th and 9th Filings, shall be and hereby are reserved.
- 5.2 Mail Delivery: United States Postal Service mail delivery will be made to centralized delivery locations. Centralized delivery locations shall consist of from 10 to 16 mailboxes per location. The general location of each centralized delivery location is indicated on the plat. Developer shall install the centralized boxes within the private contracts for each Phase.
- 5.3 Off-Street Parking: Each lot shall provide two concrete off-street driveway-type parking places, which shall extend from the paved street to the entrance of the garage. No gravel driveways or parking pads shall be permitted.
- 5.4 Basketball Hoops: Temporary basketball hoops in the streets are not allowed.

6. MINIMUM RESTRICTIONS ON BUILDING

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



regulations. Lot owners are encouraged to place satellite dishes and television antennas so as to be least obtrusive to adjoining lots and from the streets.

- (B) No basement or portion thereof shall be converted or made into an apartment to be used for rental purposes.
 - (C) No lot shall be subdivided for the purpose of constructing more than one single-family dwelling on any lot as platted.
 - (D) A maximum of one yard shed per lot may be allowed. The yard shed exterior finish, color, roof pitch and building materials must match the residential unit. Before constructing a yard shed, the lot owner must submit a site plan and exterior elevations to the Architectural Review Board for approval.
- 6.3 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.
- 6.4 All dwelling units constructed on the lots shall have a minimum of floor Space enclosed within the perimeter of the exterior walls, as follows: In the case of a one-story dwelling, a minimum of 1450 square feet of floor space, and in the case of a two-story dwelling, a minimum of 900 square feet on the main level. The minimum square footage must be at or above grade, excluding basements, garages, porches, patios, terraces, and decks.
- 6.5 No construction equipment or materials of any nature may be moved onto a lot until within 30 days of the start of construction, and the dwelling shall have its exterior completed within one year from the time of starting.
- 6.6 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.
- 6.7 All concrete structures and steps that protrude over three feet above the finished grade shall be placed on a footing.
- 6.8 Sidewalks: All sidewalks designed for Fire Department access within the Subdivision parks and sidewalks in the City of Billings Park shall be installed within the private contract for High Sierra Subdivision 6th



and 9th Filings. The balance of all sidewalks within the Subdivision shall be (5) five-foot wide boulevard style, and shall be installed at the time that dwelling units are constructed on the lots, and shall be included in each building permit. Public easements are provided on the plat for locations where the boulevard walk is located upon private property. Developer 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.

- 6.9 Private driveways: Construction specifications for the driveways shall meet all applicable City of Billings requirements.
- 6.10 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, or simulated stone. Stucco or EFIS with a smooth or roughcast (pebble) finish is also permitted upon approval. No sheet or panel metal siding, cement block, vinyl siding or panel siding similar to T1-11 siding or plywood sheet siding is permitted. All facades of a building shall be made of the same materials and similarly detailed. Lot owners may submit a request to the Architectural Review Board for the use of a material not mentioned in 6.10. The use of a material not mentioned in 6.10 must be authorized in writing before installation of the material. Vinyl siding will not be allowed.
- 6.11 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 required, and shall be the same color as to match the trim or color of the roof. Steel galvanized gutters are not permitted.
- 6.12 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 of the exterior color before the exterior siding material is installed on the dwelling unit.
- 6.13 No mobile, manufactured homes, or move-on homes shall be allowed.

- 6.14 Building Orientation: The front of the dwelling unit, or garage, must be placed on the required front yard setback line, or be constructed parallel to and setback from, the front yard setback line. For corner lots, both sides facing the street shall be considered front yards, unless exempted by the Architectural Review Board.
- 6.15 No building shall be erected, placed, or altered on any lot in High Sierra Subdivision 6th and 9th Filings until construction plan and specifications and the site location plan have been approved by the Architectural Review Board as to the quality of materials, harmony of external design with existing structures, and location of structures with respect to topography and finished grade elevations. Approval shall be granted pursuant to the standards contained in these restrictions and protective covenants at the time an application for approval is submitted.
- 6.16 The Architectural Review Board defined in Paragraph 2.4, and further referenced in paragraphs 6.2, 6.2 (D), 6.10, 6.12, 6.14, 6.15, 7.0, 8.0, 9.10, and 9.2 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 the High Sierra II, Inc. will remain the only Board members of the Architectural Review Board until 100 percent of the lots have been sold and all construction plan, specifications, and site location plans have been submitted and approved, at which time the Board will terminate and the members will be deemed to resign and will not be replaced. The Architectural Review Boards approval or disapproval, as required in these covenants, shall be in writing. In the event the Board or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it; or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. SET BACKS

Set Back Requirement: Setbacks must meet City of Billings Zoning setback requirements.



Unless the Architectural Review Board gives written consent, minimum setbacks will be as follows:

Front: Unique to each lot (minimum 20 feet).

Side: Five feet. (Eight feet for two-story homes.)

Rear: Unique to each lot (minimum 20 feet).

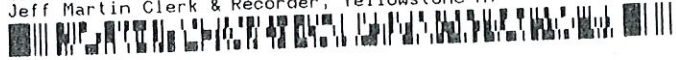
8. FENCING

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

9. LANDSCAPING PLANS AND REQUIREMENTS

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

9.2 Owners are required to establish lawn and other suitable landscaping for their lot. Except as may be allowed by the Architectural Review Board, which may allow rock and gravel boulevards as long as the weeds are controlled, using landscaping rock and other ground covers are not an approved method of establishing the lawn. An established lawn is defined as a properly graded lot with grass. They shall also mow, irrigate, control noxious weeds, and otherwise maintain their lot so that the landscaping does not detract from the general appearance of the Subdivision.



- 9.3 Certain lots in the High Sierra Subdivisions 6th and 9th Filings contain storm water drainage easements with a drainage swale along property lines. This storm water drainage easement and drainage swale is for conveying storm water and shall not be altered in any way to inhibit the conveyance of storm water. It shall be the lot owners' responsibility to maintain and perpetuate this storm water swale, as a fully functional swale. Owners are required to consider the conveyance of storm water in the storm water swales as they develop the final landscaping plan for each lot.
10. SIGNS
- 10.1 No permanent outside signs are allowed except for name and address designations. This provision shall not apply to the Developer or to the community sign.
- 10.2 ILLEGAL OR NOXIOUS USES OR ACTIVITIES
- 10.3 No illegal, noxious, unsightly, or offensive use or activity shall be made on, or carried on, any lot, nor shall any use or activity be permitted which may be, or may become, an annoyance or nuisance to adjacent owners.
11. ANIMALS
- 11.1 No more than two dogs, which must be over the age of six months, are permitted per dwelling unit. All pets are subject to applicable City of Billings Animal Control Ordinances.
- 11.2 Household pets may not be kept, bred, or maintained for any commercial purposes. All dogs, cats, and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the properties by the other owners, and shall be prohibited from barking or causing other nuisance, odors, or interference with other lot owners. Dogs and cats shall be kept on the owner's own property or on a leash, and shall not be allowed to roam free. Dogs having a history of aggression toward people or other animals, including but not limited to biting, shall not be permitted in the subdivision. No exotic pets, including venomous reptiles shall be permitted in the subdivision.
- 11.3 In addition to the foregoing restrictions, the following animals are prohibited within the subdivision: horses, mules, donkeys, cows, goats, pigs, sheep, poultry, pigeons, or other livestock.



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

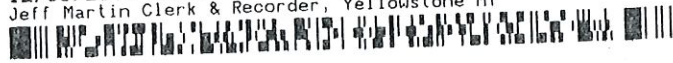
- 12.1 No junk vehicles, garbage, or other refuse shall be stored, dumped, or maintained on any of the lots or real property covered by these Protective Covenants. The owner shall be responsible for the proper disposal of all junk vehicles, garbage and other refuse.
- 12.2 All trash containers shall be hidden from view by keeping such containers in garages or an enclosure. No trash container enclosure shall be located on the front of the building. When put out for pickup, they shall be placed in an animal-proof container.
- 12.3 No burning barrels shall be allowed on the premises.
- 12.4 Commercial vehicles, commercial equipment, or inoperable machinery shall not be parked, stored, or permitted to accumulate on the lots. Machinery, commercial equipment, and construction equipment shall not be parked on streets for a period in excess of 24 hours. This provision shall not apply to 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.

13. RECREATIONAL VEHICLES AND MOTORHOMES

- 13.1 No pickup camper, camping trailer, snowmobile, boat, trailer, motor home, or any type of vehicle or similar item used for recreational purposes shall be used for habitation, and such vehicle shall not be placed upon a lot or driveway, or parked in the public streets within the subdivision, for a period of longer than 30 days in a calendar year unless it is placed behind a fence with an approved gate and parking pad.

14. SOIL AND GEOTECHNICAL CONSIDERATIONS

- 14.1 Owners of lots within High Sierra Subdivision 6th and 9th Filings, shall be advised that in accordance with a geotechnical report prepared from actual drilling and field testing by Rawhide Engineering, there exists the potential for variable soil conditions and the potential for collapsible sands within the Subdivision. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner. 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 completed a geotechnical investigation and the findings of the report are on file with the City of Billings Building Department.



15. AMENDMENT

- 15.1 After 100 percent of the lots in the past, current, and future filings of the High Sierra Subdivision 6th and 9th Filings, have been sold, this Declaration, or any provision thereof, may be amended or revoked and any additional provisions added at any time, (except those Declarations required under the Subdivision Improvements Agreement on file in the office of the Clerk and Recorder of Yellowstone County, between 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 of the lots, and recorded with the Yellowstone County Clerk and Recorder. Until 100 percent of the lots in the High Sierra Subdivision 6th and 9th Filings have been sold, High Sierra II, Inc. reserves the right to amend or revoke and make any additional provisions at any time, (except those Declarations required under the Subdivision Improvements Agreements.)
- 15.2 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.
- 15.3 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 Subdivisions 6th and 9th Filings, at the time the structure was built or the use commenced.

16. ENFORCEMENT

- 16.1 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.
- 16.2 Every violation of the provisions of these Protective Covenants is hereby declared a nuisance.
- 16.3 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.
- 16.4 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.

- 16.5 The undersigned Declarant shall not be liable to any owner or any other person from any loss, damage, or injury arising out of or in any way connected with the adoption, implementation, or enforcement of the Protective Covenants, and all owners hereby waive, release, and forever discharge the Declarant from any liability arising out of, or in any way connected with adoption, implementation, or enforcement of these Protective Covenants, and any amendment thereto.

17. BEST MANAGEMENT PRACTICES DURING CONSTRUCTION

- 17.1 Individual Lot Owners should be aware that Best Management Practices for storm water 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.
- 17.2 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 High Sierra II, Inc.
- 17.3 Once any lot has been sold by the Developer, the Developer shall no longer be considered an owner or developer for any future construction.

High Sierra II, Inc., a Montana Corporation, is the owner of 100 percent of the above-described lots.

Dated this 3rd day of December, 2018.

High Sierra II, Inc.,
A Montana Corporation.

By: _____

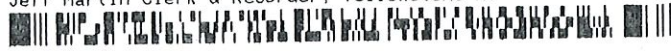
Landy Leep
Its: Vice President

On this 3rd day of December, 2018 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.

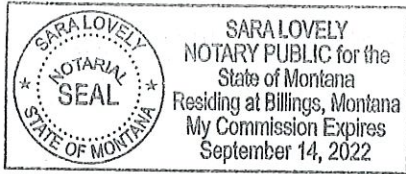
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12/03/2018 03:09 PM Pages: 16 of 16 Fees: 112.00
Jeff Martin Clerk & Recorder, Yellowstone MT



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



Sara Lovely

Notary Public in and for the State of Montana

Printed name: Sara Lovely

Residing at: Billings MT

My Commission expires: 9-14-22

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

DCL

3889701

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Jeff Martin Clerk & Recorder, Yellowstone MT



FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

HIGH SIERRA II, INC., Developer, pursuant to authorization granted in Sections 15.1 of the Declaration of Restrictions and Protective Covenants, (Declaration), dated December 3, 2018, recorded December 3, 2018, under Document No.3869757, records of Yellowstone County, Montana, pertaining to the following described property:

All of High Sierra Subdivision 6th Filing and High Sierra Subdivision 9th Filing, City of Billings, Yellowstone County, Montana, according to the plats on record in the office of the County Clerk and Recorder of Yellowstone County, Montana, and in order to provide for white fences in Lots 1 through 8, inclusive, Block 15, High Sierra Subdivision, 6th Filing, instead of almond fences, do hereby amend the original Declaration described above, as follows:

Section 8 is amended to read as follows:

8. FENCING

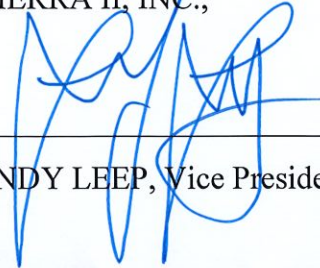
Fencing is required. No fence shall be erected between the city street and the front setback line. The Architectural Review Board may designate fence locations for corner lots with two front yards. Except for Lots 1 through 8, inclusive, Block 15, High Sierra Subdivision, 6th Filing, all fences shall be almond in color. All fences in Lots 1 through 8, inclusive, Block 15, High Sierra Subdivision, 6th Filing, shall be white. All fences shall be the same style, and be no-maintenance vinyl fence, and shall be installed by an approved fence installer at the time the fence is to be built. Lot owners may contact the Architectural Review Board for approved fence locations, style and installers. All fences along common lot lines shall be 6-foot privacy fence. All rear yard fences adjacent to City of Billings park land or HOA

property shall be 4-foot picket fence, unless otherwise exempted by the Architectural Review Board. Any variation in the fence program must be in writing and authorized by the Architectural Review Board.

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

DATED this 24 day of July, 2019.

HIGH SIERRA II, INC.,

By  _____

LANDY LEEP, Vice President

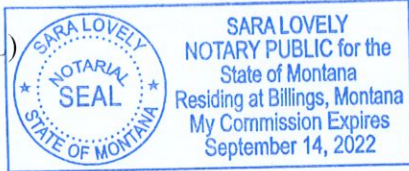
STATE OF MONTANA)

:SS.

County of Yellowstone)

This instrument was acknowledged before me on July 24, 2019, by Landy Leep, as Vice President of HIGH SIERRA II, INC.

(SEAL)



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Jeff Martin Clerk & Recorder, Yellowstone MT

