



Yellowstone County

RES

63.00

3500190

Page: 1 of 9
09/23/2011 11:28A

Return To:
Pedersen & Hardy
1001 S. 24th Street West, Suite 315
Billings MT 59102
File No. 36076-B

3-109212

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GRAND PEAKS SUBDIVISION, SECOND FILING

J & S DEVELOPMENT CO., a Montana corporation, owner and developer of the following described real property and all portions thereof, located in Yellowstone County, Montana, hereby establish and declare the following building and use restrictions which shall be applicable to the said real property:

Lots 1 through 8, & Lot 10, Block 1
Lots 5 through 14, Block 2
Lots 1 and 2, Block 3
Lot 5, Block 4

all in Grand Peaks Subdivision, Second Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat thereof on file in the office of the Clerk and Recorder of said County, under Document No. 3583600.

Developer hereby reserves the right to subject additional Lots in Grand Peaks Subdivision, Second Filing, to some or all of the provisions of this Declaration by executing and recording an amendment to this Declaration, subjecting additional Lots to some or all of the provisions of this Declaration. This amendment shall be made in Developer's sole discretion. The Amendment may only include Lots or Tracts owned by Developer. The consent of any other lot owner, mortgagee, or trustee or beneficiary of any trust indenture, shall not be required for such amendment. From



and after the recording date of such amendment, if any, the owners of any new Lots identified in the Amendment, shall be bound by the provisions of this Declaration to the extent set forth in the Amendment.

All Lots described above, or later subjected to the provisions of this Declaration, are hereafter referred to as the "Lots" or "Lot".

J & S DEVELOPMENT CO., (Owner - Developer) places these covenants and restrictions upon said property for the benefit of the owners of all of the Lots subject to this Declaration, for the purpose of protecting the value and desirability of the above described Lots.

The covenants, restrictions and conditions herein contained shall run with the land and shall be binding on all parties and persons and all persons claiming under them.

The Grantees of any lot, by acceptance of a conveyance, covenant and agree faithfully to observe and abide by all of said conditions, covenants and restrictions.

CONSTRUCTION

1. All buildings and other structures must comply with City of Billings zoning regulations, as amended from time to time.

2. Any single story, split level or tri-level residence erected on any lot shall have a ground floor area of not less than nine hundred square feet in the main building within the perimeter of the exterior walls, exclusive of open porches and garages; two-story residences shall have not less than five hundred square feet on the ground floor. Each residence shall have a total of no less than nine hundred square feet. Each residence shall have a two or more car enclosed garage.

3. All residences and other buildings and structures erected on said property shall be of new construction and built with new materials. No old buildings shall be moved upon any lot. No off-site manufactured residences,



including, but not limited to modular homes, manufactured homes and mobile homes, are permitted on any of the Lots.

4. One outbuilding or storage shed per residence may be constructed in the rear yard of each Lot in a location where the outbuilding is not visible from the street. Outbuildings are not permitted in any other location. Outbuildings must be of new construction and built with new materials. A new prefabricated storage shed is permitted. Outbuildings shall be kept in a good state of repair and shall not be allowed to become rundown or an eyesore to the neighbors. No shed or outbuilding shall be constructed before building a house.

5. Any building erected on any lot shall be fully enclosed, sided and shingled, within one hundred eighty days after equipment and/or materials to be used in construction have been moved onto the location, and all construction shall be pursued with reasonable diligence. No excavations, shall be permitted on any lot until such time as the actual construction of the building is to begin, except that the owners may test for subsoil conditions, provided that such test sites are replaced to their original condition.

6. All utility lines and pipes shall be placed underground; no overhead lines shall be permitted.

7. All buildings shall be sided with conventional siding, and no asbestos siding or siding of an asphalt composition may be used. Natural rock or brick, cultured stone or cultured brick may be used on exterior wall surfaces. Masonry block construction is not allowed.

8. All solar collectors shall be designed as part of and incorporated into a building and shall not be later added to such dwelling. Solar collectors shall be designed so as preclude and prevent heat build-up in surrounding buildings from their reflective rays.

9. All fences shall be erected of PVC, new cedar or redwood, or ornamental iron. No chain link or wire material will be allowed.

10. Fences, hedges, or other buildings when placed



Yellowstone County

RES

63.00

3600190

Page: 4 of 9

09/23/2011 11:28A

between a principal residence and the rear Lot line shall not exceed six feet in height from the finished grade. No fences shall be permitted in the front yard, including side fences between the front street and a residence.

11. Owners shall plant, maintain, and, in case of death or destruction, replace one tree in the front boulevard and at least one other tree in the front yard of any lot within one year after a residence is occupied. Each tree shall be at least 6-feet in height, except evergreens, which shall be at least 3-feet in height to receive credit toward this fulfilling requirement. In addition, a lawn or other form of permanent landscape must be installed and maintained within one year after a residence is first occupied. All weeds or other noxious growths shall be abated or eradicated on all Lots.

12. No building shall be erected, altered, placed or permitted upon any lot exceeding two stories in height. For the purposes of these restrictions, "two stories" shall mean two stories above grade, except split-level buildings will be permitted.

13. Garages may be attached or detached, and may not be for fewer than two cars. Carports are not permitted.

14. No living quarters shall be occupied prior to final inspection by the City of Billings.

15. Additional restrictions on construction are set forth in the Subdivision Improvements Agreement described below. Owners must comply with those additional restrictions.

USE

16. The primary use of each Lot shall be for residential purposes. Duplexes and two unit Townhomes are allowed if permitted by the zoning ordinances.

17. No unlawful activity shall be permitted on any lot, nor shall anything be done thereon which may become a



Yellowstone County

RES

63.00

3600190

Page: 5 of 9
09/23/2011 11:28A

nuisance to the neighborhood.

18. No trailer, tent, garage, or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any building, of whatsoever nature, of a temporary character, be used as a residence.

19. Motor homes may be temporarily parked on streets or driveways, for periods not exceeding seven consecutive days or thirty total days in any calendar year.

20. No abandoned, junked, inoperable or wrecked vehicles shall be stored on any lot unless the vehicle is fenced or enclosed so that it is concealed from view.

21. No inoperable or unlicensed vehicle shall be parked on any lot or on any public street adjoining any of the Lots for a period of more than twenty-four hours unless located inside a closed garage. No overhauling or major repair of vehicles is allowed in driveways or yards or on the streets adjoining the Lots.

22. No swine, goats, sheep, cows, horses or livestock of any nature shall be kept or permitted on any of said premises; chickens shall be permitted only to the extent authorized by ordinance. All dogs and cats shall be kept on the lot owned or leased by the occupant except when under the control of the occupant. Occupants are permitted to have only one cat and one dog or two cats, or two dogs, not to exceed two animals per residence. No animals, including dogs and cats, shall be raised or cared for on a commercial basis. Dog houses painted to match the residence with a kennel area no larger than twelve feet long, six feet wide, and six feet high are allowed provided they are located inconspicuously in the rear yards with consideration paid to the effect of noise and odor upon neighboring properties. No resident shall keep a pet which is a nuisance to other residents in Grand Peaks Subdivision, Second Filing.

23. No junk, trash, debris, organic or inorganic waste shall be permitted to accumulate on any lot or in any street adjoining a Lot; all junk shall be promptly and effectively



disposed of, and no Lot shall be used as a dumping ground or burial pit. Garbage containers shall be concealed from view by fences, hedges or other means, except on collection day.

24. No signs, billboards, posters, or advertising or political devices of any kind or character shall be erected or displayed upon any of the lots, excepting subdivision promotion signs, signs displayed to identify the occupants of a dwelling, Realtors' signs, for sale signs for sale of a residence or lot, contractors' construction signs, and campaign voting or ballot initiative posters, but only as authorized below. Owners and other residents of a home may display signs advocating the election, appointment or defeat of a candidate for public office and for the passage or defeat of a ballot issue. Such signs may be displayed no more than 40 days prior to the election date and must be removed the day following the election. Election Signs shall be no larger than six square feet.

25. No clothes lines, wires or devices for hanging clothes shall be erected in the front, side or rear yard of any home, except retractable clothes lines, which shall be permitted in rear yards only and must be retracted when not in use.

26. No television or satellite dishes shall be permitted on any Lot unless the dish is no larger than one meter in diameter and placed in an inconspicuous location on the lot. Television or satellite dishes shall not be placed on the roof or exterior walls of any building.

27. All owners shall be obligated to maintain their homes, garages, outbuildings and yards so that they are clean, tidy and in good repair. Owners shall not permit peeling paint, broken sidewalks or driveways, broken shingles, or any other unsightly condition on their property. Lawns must be kept mowed and dead or dying trees and shrubs must be removed so that all Lots reflect a high pride of ownership.

The owners of each Lot shall be responsible for



Yellowstone County

RES

63.00

3600190

Page: 7 of 9

09/23/2011 11:28A

maintaining the sidewalks and landscaping in the right of way adjoining that owner's Lot. The owners of Lot 1, Block 1 and Lot 1, Block 3 shall also be responsible for maintaining the landscaped area and subdivision sign adjoining the Lot, in the entry to Grand Peaks Subdivision, Second Filing, if the landscaping and/or sign is not maintained by the City of Billings.

28. The rental of a portion of a residence or garage shall not be permitted. Rental of an entire residence is permitted.

SUBDIVISION IMPROVEMENTS AGREEMENT

29. All Lots in Grand Peaks Subdivision are subject to a Subdivision Improvements Agreement (SIA) filed April 1, 2011, under Document No. 3583601, records of Yellowstone County, Montana. The SIA contains a number of disclosures intended for all Lot Owners and construction restrictions which are binding upon all Lot Owners.

MISCELLANEOUS

30. To the extent any provision of the zoning regulations of the City of Billings, Montana, as amended from time to time (the "Regulations"), are more restrictive than the terms of this Declaration, the zoning regulations shall control. To the extent the terms of this Declaration are more restrictive, this Declaration shall control.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, and assigns; and any and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees,



Yellowstone County

RES

63.00

3600190

Page: 8 of 9
09/23/2011 11:28A

trustees, and assigns, and with each of the owners of said lots, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon; but no restrictions herein set forth shall be personally binding upon any corporation or person except in respect to breaches committed during its or his ownership of or interest in said land.

The owner or owners of any of the Lots subject to this Declaration shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions set forth above, in addition to the ordinary legal action for damages. The failure of the present owners, or the owner or owners of any lot in this subdivision to enforce the restrictions herein set forth at the time of any violation thereof shall not be construed as a waiver of the right to do so.

In the event of a suit to enforce these Restrictions, the losing party shall be obligated to pay all costs and attorney fees incurred by the prevailing party.

AMENDMENT

These restrictions may be amended or rescinded, in whole or in part, only with written consent of the owners of at least sixty percent of the Lots subject to these restrictions. Until such time as J & S Development Co. or those to whom it assigns its approval rights, as described below, have sold or completed construction of residences on all Lots subject to these restrictions, any amendment or rescission must also be approved, in writing, by J & S Development Co. The right to refuse to consent to amendment or rescission of these restrictions may be assigned by J & S Development Co. to another owner of multiple vacant lots in Grand Peaks Subdivision, Second Filing; such assignment shall not be presumed but must be specifically set forth in



Yellowstone County

RES

63.00

3600190

Page: 9 of 9

09/23/2011 11:28A

writing, signed by J & S Development Co. and recorded in the office of the Yellowstone County Clerk and Recorder. Upon recordation of such assignment, consent of J & S Development Co. shall no longer be required. No amendment or revocation of these restrictions shall be effective unless it is signed by the requisite owners and filed of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

DATED this 23rd day of September, 2011.

J & S DEVELOPMENT CO.

BY: [Signature]

Its: President

STATE OF MONTANA)

: ss.

County of Yellowstone)

This instrument was acknowledged before me on September 23, 2011, by Jeff Junkert as President of J & S DEVELOPMENT CO.

[Signature]
(print or type name of notary)

Notary Public for the State of Montana

Residing at Billings, Montana

My Commission Expires 02.05.2013

(SEAL)

