

LAKE HILLS GOLF CLUB, a
corporation (and others)

DECLARATION OF RESTRICTIONS
(LAKE HILLS SUBDIVISION -1-15th F)

Dated April 30, 1958

-To-

Filed May 16, 1958
at 3:52 P.M.

T H E P U B L I C

Recorded in Book
632 Misc., page 146

GENERAL RESTRICTIONS:

1. None of the lots or tracts in any of the zones hereinafter described shall be used except for a use or purpose herein specifically permitted, and no structure shall hereafter be erected on any lot or tract nor any structure maintained on any lot or tract except the structure herein specifically permitted.
2. Any structure hereafter placed or erected on any lot or tract in any zone shall be of new construction, and no structure shall be moved on to any of said lots or tracts.
3. Any structure hereafter to be erected on any lot or tract shall be commenced within 30 days after equipment and/or material to be used in the construction thereof are moved onto the location, and all construction shall be pursued with reasonable diligence. No building hereafter to be erected on any lot or tract shall be commenced until written authority for the construction of such building has been secured from the Architectural Control Committee hereafter provided for.
4. Sidewalks, curbs, gutters and street improvements, and other special improvements such as water, sewer and storm sewers, when and if installed, shall be installed in accordance with grades and requirements established by the town, city, or county having jurisdiction at the time. No building shall hereafter be commenced on any lot unless and until a street grade line for the lot on which construction is to commence has been established by the town, city, or county having jurisdiction at the time.
5. No tent, trailer, or other temporary or movable structure shall be used for living quarters on any lot or tract, nor shall any basement or garage be so used except after completion of the dwelling of which such basement or garage is a part.
6. No fence or wall shall be erected or maintained on any lot, nor any hedge planted or maintained on any lot until written authority therefor

has been secured from the Architectural Control Committee which shall have authority to prescribe the location, height, design and materials used.

7. Livestock or poultry shall not be kept or maintained on any lot or tract in any zone, nor shall domestic pets be kept or maintained for breeding or commercial purposes on any such lot or tract.

8. No outside privies or toilets shall be permitted on any lot or tract in any zone, and all buildings shall have modern inside plumbing with sanitary toilet and running water connected with sanitary septic tank or other sanitary sewage disposal system.

9. No trash, debris, organic or inorganic waste shall be permitted to accumulate on any lot or tract or in any alley or street adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other lot or tract shall be used as a dump ground or burial pit. Garbage containers which are not buried below ground shall be kept in racks and concealed from view by fences, hedges, or other means. Storage tanks for fuel or water, if above ground level, shall likewise be concealed from view.

10. No billboards shall be permitted on any lot or tract in any zone.

ZONES

11. All lots and tracts shall be included in Zone "A" unless a specific lot or tract is included herein in a different Zone.

12. Zone "B" shall comprise the following lots only:

Lots 7 and 8 in Block 1, Lots 1-10, inclusive, in Block 3 of Lake Hills Subdivision, First Filing;

All Lots in Lake Hills Subdivision, 3F;

Lots 5-13, inclusive, in Block 25, of Lake Hills Subdivision, 6F.

13. Zone "C" shall include only the following Lots:

Lots 1 through 6, inclusive, in Block 1, and Lots 1 through 8, inclusive, in Block 2 of Lake Hills Subdivision, 1F;

Lots 1 through 4, inclusive, of Block 25 in Lake Hills Subdivision, 6F.

14. Zone "D" shall include all Lots in Lake Hills Subdivision, 2F.

PERMISSIBLE USES AND STRUCTURES IN ZONE "A"

15. Tracts "A", "B", "C", "D", and "E" may be used only for one or more of the following purposes, or for purposes incidental thereto:

- (a) Public or private golf course;
- (b) Public or private country club;
- (c) Public or private park;
- (d) Residential purposes.

16. If used as public or private golf course, country club, or park, any structure incidental to such use, including but not limited to clubhouse, swimming pool, tennis courts and other recreational facilities, storage shops and repair and maintenance facilities and shops, may be maintained and erected on any of the said tracts:

17. If any portion of any said tract is used for residential purposes, structures on such portion shall be subject to the limitations applicable to the lots included in Zone "A", as hereinafter specified in paragraphs 18, 19, and 20 below.

18. Lots in Zone "A" may be used only for residential purposes, and no business or profession of any kind or character shall be conducted on or from any of said lots. No structure shall be erected or maintained thereon except one dwelling house with no more than one residential unit therein (exclusive of servant quarters) and such other accessory structures (including detached guest and/or servant quarters) as are used in conjunction therewith or as an incident thereto, including one private garage.

19. Each dwelling (exclusive of detached guest and/or servant quarters) shall be constructed so that the area, exclusive of the area of porches, terraces, patios and garages, enclosed within the perimeter of the exterior walls shall be not less than 1250 sq. ft. when measured at the intersection of a plane passing at right angles through a vertical projection of such walls.

20. In the absence of written authorization from the Architectural Control Committee,

(a) No portion of a dwelling except a chimney shall exceed 20 feet in height, measured vertically from a plane coincident with the top surface of the foundation walls;

(b) No structure other than a dwelling shall exceed in height the highest portion of the dwelling in connection with which it is used, but this limitation shall not apply to fences, the height of which shall be governed by the provisions of paragraph 6 above;

(c) No portion of a dwelling or other structure shall be located nearer than 10 feet to any lot boundary line intersecting a street line, nor nearer than 25 feet to any street, but these limitations shall not apply to any lot which has one or more boundaries in common with any of the aforesaid tracts. On any lot having such a common boundary with any of the aforesaid tracts, the location of any dwelling or structure shall be established by the Architectural Control Committee at or before the time it passes upon the application for authority to commence construction on such lot.

PERMISSIBLE USES AND STRUCTURES IN ZONE "B"

21. Lots in Zone "B" may be used only for one or more of the following purposes:

(a) Any lot in Zone "B" may be used for any purpose for which a Zone "A" lot may be used; and if so used the limitations applicable to Zone "A" lots shall apply;

(b) Any lot in Zone "B" may be used for, and structures may be erected and maintained thereon for use as, apartments, motels, hotels, and multiple unit residences;

(c) Any apartment, motel or hotel building erected and maintained on a Zone "B" lot may also include space used for such retail establishments as are commonly operated in conjunction with apartments, hotels, and motels.

PERMISSIBLE USES AND STRUCTURES IN ZONE "C"

22. Lots in Zone "C" may be used, and structures may be erected and maintained thereon, only for one or more of the following purposes;

(a) Apartments, hotels and motels;

(b) Retail stores and retail service shops, including retail gasoline service establishments and retail food and beverage service establishments, but excluding motor vehicle and machinery repair establishments, open-air retail establishments commonly known as "drive-ins" and retail establishments where property held for sale is displayed in the open;

(c) Business and professional offices.

PERMISSIBLE USES AND STRUCTURES IN ZONE "D"

23. Lots in Zone "D" may be used, and structures may be erected and maintained thereon, only for one or more of the following purposes:

(a) Public or private schools;

(b) Religious worship and religious services;

(c) Parks and playgrounds.

EASEMENTS

24. Easements for installation and maintenance of electric lines, telephone lines, water (domestic and irrigation), pipelines, sewer (storm and sanitation) lines, and gas lines are hereby established as follows:

(a) Along each lot line which is the common boundary line between any two or more lots, the easement shall be 10 feet wide, that is, 5 feet on either side of the common boundary line, which shall be the center line of the easement;

(b) Along that portion of each lot line which coincides with any part of the east boundary line of Section 16, Township 1 North, Range 26 East of the east boundary line of Section 9, same township and range, the easement shall be 10 feet wide, and shall be bounded by the aforesaid section lines and a line parallel thereto and 10 feet west therefrom;

(c) Along that portion of each lot line which coincides with any part of the north boundary line of said section 16, the easement shall be 10 feet wide and shall be bounded by the aforesaid section line and a line parallel thereto and 10 feet south therefrom;

(d) Along that portion of each lot line which coincides with any part of the west boundary line of said Section 16, the easement shall be 10 feet wide, and shall be bounded by the aforesaid section line and a line parallel thereto and 10 feet east therefrom;

(e) Along that portion of each lot line in Block 39 which coincides with the boundary line of Billings Bench Water Association Canal, the easement shall be 10 feet wide and shall be bounded by the aforesaid right-of-way boundary and a line parallel thereto and distant 10 feet therefrom.

ARCHITECTURAL CONTROL COMMITTEE:

25. The Architectural Control Committee shall consist of three members, appointed initially by the undersigned. The committee shall establish its own procedural rules and regulations for the consideration of all applications, pursuant to paragraph 3, for authority to commence construction of buildings on any lot or tract, and for the consideration of all applications, pursuant to paragraph 20, for relief from any of the provisions of that paragraph. In connection with any application, the Committee may require submission to it of such plans, elevations, designs, and specifications as the Committee deems appropriate to enable it to pass upon the application, all to the end that each building constructed on any lot or tract shall be suitable to terrain and location, and consistent and harmonious in style, design, appearance and quality with other buildings. The Committee may retain such consultants as it deems appropriate. The decision of any two members of the Committee shall be conclusive.

26. Any member of the Committee may be removed at any time by written petition signed by all the owners of 50% or more of the lots excluding tracts subject to these restrictions.

27. Any vacancy by reason of death, resignation, or removal of a member, shall be filled by written appointment signed by all the owners of 50% or more of the lots excluding tracts subject to these restrictions.

ENFORCEABILITY OF AND PERSONS BOUND BY RESTRICTIONS

28. The restrictions, conditions and limitations herein contained shall run with the land and shall be binding upon the present owners and all subsequent owners of all of the lots and tracts above described. The grantee of any lot or tract covenants and agrees by the acceptance of a conveyance therefor faithfully to observe and comply with said restrictions, conditions and limitations applicable thereto.

29. Any provision herein may be enforced by any owner of any lot or tract subject to these restrictions, or by the Architectural Control Committee, either by an action for these damages arising out of a violation or by an action to restrain a threatened or prospective violation or to restrain a continuing violation, or in any other manner permitted by law, but no such action shall be maintained by any one on account of any violation of paragraphs 19 and 20, inclusive, unless such action is commenced not later than one year after the completion of the structure which violates any such provision.

AMENDMENT AND REVOCATION

30. Any provision herein may be amended or revoked at any time by written instrument duly signed and acknowledged by all the then owners of record of not less than 60% of the lots and tracts then subject to these restrictions.

Lake Hills Golf Club

By George H. Schneiter, President

Attest: George M. Schneiter, Secretary

Russell B. Hart

Senia C. Hart,

George M. Wright

Dell Wright,

Paul C. Covert

Cecil Covert

ACKNOWLEDGED

AMENDMENT TO DECLARATION OF RESTRICTIONS

The undersigned, LAKE HILLS GOLF CLUB, a Montana corporation with principal office at Billings, Montana, and GEORGE M. WRIGHT, RUSSELL B. HART and PAUL C. COVERT, who are the owners of record of all lots and tracts in the subdivisions hereinafter referred to, which are subject to that certain declaration of restrictions heretofore filed as Document #601531 in the office of the County Clerk of Yellowstone County, Montana, have heretofore filed in said County Clerk's office an amendment to said restrictions, which amendment is recorded in Book 642, page 289, as Document #607473.

The descriptions contained in said amendment are erroneous, and for the purpose of correcting said errors, the undersigned hereby file this further amendment to said restrictions:

1. Paragraph 12 of the original declaration of restrictions is amended to read as follows:

ZONE B shall comprise the following lots only:-

Lake Hills Subdivision, First Filing

Block 1: Lots 7 and 8,

Block 3: Lots 1 through 10, inclusive.

Lake Hills Subdivision, Third Filing
All lots in this subdivision.

Lake Hills Subdivision, Sixth Filing
Block 25: Lots 5 - 13, inclusive.

Lake Hills Subdivision, Fifteenth Filing
Block 16: Lots 10 - 13, inclusive
Block 17: Lots 15 and 16
Block 46: Lots 13 - 16, inclusive
Block 47: Lots 9 - 12, inclusive.

2. Paragraph 13 of the original declaration of restrictions is amended to read as follows:

ZONE C shall include only the following lots:-

Lake Hills Subdivision, First Filing

Block 1: Lots 1 - 6, inclusive

Block 2: Lots 1 - 3, inclusive.

Lake Hills Subdivision, Sixth Filing

Block 25: Lots 1 - 4, inclusive;

Lake Hills Subdivision, Fifteenth Filing

Block 18: Lots 1 - 4, inclusive

Block 19: Lots 1 - 8, inclusive.

3. The amendment recorded in Book 642, page 289, to said restrictions is hereby revoked.

4. The original declaration of restrictions as herein amended is hereby further amended to make said declaration of restrictions applicable to all lots in the following subdivision:

- (a) Lake Hills Subdivision, Sixteenth Filing,
- (b) Lake Hills Subdivision, Seventeenth Filing,
- (c) Lake Hills Subdivision, Eighteenth Filing,
- (d) Lake Hills Subdivision, Nineteenth Filing,
- (e) Lake Hills Subdivision, Twentieth Filing,
- (f) Lake Hills Subdivision, Twenty-first Filing,
- (g) Lake Hills Subdivision, Twenty-second Filing,
- (h) Lake Hills Subdivision, Twenty-third Filing,
- (i) Lake Hills Subdivision, Twenty-fourth Filing.

5. All lots in the subdivision mentioned in paragraph 4 shall be included in Zone A.

6. Except as herein amended, said original declaration of restrictions shall remain in full force and effect.

LAKE HILLS GOLF CLUB

Attest:

George M. Schmitter
Secretary

George H. Schmitter
George H. Schmitter, President

(Corporate Seal)

Russell B. Hart
Russell B. Hart

Sadie C. Hart, his wife
Sadie C. Hart, his wife

Paul C. Covert
Paul C. Covert

Cecil Covert, his wife
Cecil Covert, his wife

George H. Wright
George H. Wright

Ellen Wright, his wife
Ellen Wright, his wife

by George H. Wright
George H. Wright,
her Attorney-in-Fact

STATE OF MONTANA, (
County of Yellowstone. (ss.

On this 24th day of June, 1959, before the undersigned Notary Public, personally appeared GEORGE H. SCHNEITER, known to me to be the President of LAKE HILLS GOLF CLUB, the corporation which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate written.

(Seal)

James H. Kilbourne
Notary Public for the State of Montana
Residing at Billings, Mont.
My commission expires December 8, 1959

STATE OF MONTANA, (
County of Yellowstone. (ss.

On this 24th day of June, 1959, before the undersigned Notary Public, personally appeared RUSSELL B. HART, SENIA C. HART, his wife, PAUL C. COVERT and CECIL COVERT, his wife, and GEORGE M. WRIGHT, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate written.

(Seal)

James H. Kilbourne
Notary Public for the State of Montana.
Residing at Billings, Mont.
My commission expires December 8, 1959

STATE OF MONTANA, (
County of Yellowstone. (ss.

On this 24th day of June, 1959, before the undersigned Notary Public, personally appeared GEORGE M. WRIGHT, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of DELL WRIGHT, and acknowledged to me that he subscribed the name of Dell Wright thereto as principal, and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate written.

(Seal)

James H. Kilbourne
Notary Public for the State of Montana.
Residing at Billings, Mont.
My commission expires December 8, 1959

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

[illegible]

AMENDMENT NO. 3 TO DECLARATION OF RESTRICTIONS
OF
LAKE HILLS SUBDIVISION

By document dated April 30, 1958, filed for record in the office of the County Clerk and Recorder of Yellowstone County, Montana, on May 16, 1958, as document #601531, recorded in Book 632, page 146, restrictions were imposed on lots and tracts in Yellowstone County, Montana, included in the plat of Lake Hills Subdivision, First Filing through Fifteenth Filing, inclusive, and in Certificate of Survey No. 793, filed in the office of the County Clerk and Recorder as document #599989.

Thereafter, amendment No. 1 of said declaration of restrictions was duly filed for record in the office of said County Clerk and Recorder on September 18, 1958, as document #607473, recorded in Book 642, page 289.

Thereafter, amendment No. 2 of said declaration of restrictions was duly filed for record in the office of said County Clerk and Recorder on July 7, 1959, as Document #624235, recorded in Book 670, page 43, and by operation of said amendment No. 2, said restrictions were extended to all lots in Lake Hills Subdivision, Sixteenth Filing through Twenty-fourth Filing, inclusive.

Paragraph 30 of said original declaration of restrictions permits the amendment or revocation of any provision at any time by written instrument duly signed and acknowledged by the owners of record at the time of not less than 60% of all the lots and tracts then subject to the restrictions.

The undersigned LAKE HILLS GOLF CLUB, a Montana corporation with principal office at Billings, Montana, and RUSSELL B. HART, are now the owners of record, in the aggregate, of more than 60% of all the lots and tracts now subject to said restrictions, and said owners have executed this document for the purpose of amending said restrictions in the following respects:

1. Paragraph 12 of the original declaration of restrictions, as heretofore amended, is now amended to read as follows:

ZONE B shall comprise the following lots only:

Lake Hills Subdivision, First Filing

Block 1: Lots 7 and 8

Block 3: Lots 1 through 10, inclusive

Lake Hills Subdivision, Third Filing

All lots in this subdivision

Lake Hills Subdivision, Fourth Filing

Block 22: Lots 5, 6, 7 and 8

Lake Hills Subdivision, Sixth Filing

Block 25: Lots 5-13, inclusive

871/715

Lake Hills Subdivision, Fifteenth Filing

Block 16: Lots 10-13, inclusive

Block 17: Lots 15 and 16

Block 46: Lots 13-16, inclusive

Block 47: Lots 9-12, inclusive

Lake Hills Subdivision, Seventeenth Filing

Block 15: Lots 8-11, inclusive

Block 16: Lots 8-15, inclusive

Lake Hills Subdivision, Eighteenth Filing

Block 13: Lots 1-7, inclusive, Lot 8A, Lot 15A,
and Lots 16-22, inclusive

Block 14: Lots 1-7, inclusive, and Lot 8A

Tract C of Certificate of Survey No. 793,
according to the official plat thereof on
file and of record in the office of the
County Clerk and Recorder of Yellowstone
County, Montana; and

All that portion of Tract "B" of Certificate
of Survey No. 793 lying South and West of a
line, running from the Southeast corner of
Lot 1, Block 14, Lake Hills Subdivision to
a point which is North 60°0' East 25 feet from
the Northeast corner of lot 8, Block 22; more
particularly described as follows: Beginning
at the Northeast corner of Lot 8, Block 22,
Lake Hills Subdivision running thence South
60°0' West 120 feet to the Easterly right-of-
way line of Club House Drive; thence along
the said Easterly right-of-way line of said
Club House Drive as follows:

North 30°0' West 540 feet; thence 105.041 feet
around the arc of a circle whose radius is
340.62 feet; thence North 12°18'45" West
92.98 feet; thence 64.981 feet around the arc
of a circle whose radius is 350 feet; thence
North 22°57' West 216.206 feet to the Southwest
corner of Lot 1, Block 14, of Lake Hills Sub-
division; thence North 67°03' East 120 feet
to the Southeast corner of said Lot 1; thence
Southeasterly to a point which is North 60°0'
East 25.0 feet from the Northeast corner of
Lot 8, Block 22, of Lake Hills Subdivision;
thence South 60°0' West 25 feet to the place
of beginning being the Northeast corner of
said Lot 8, Block 22, Lake Hills Subdivision.

2. Subparagraph (c) of paragraph 20 of the original declaration of restrictions is amended to read as follows:

(c) On any lot having a common boundary with any of the aforesaid tracts, no portion of a dwelling or other structure shall be located nearer than 10 feet to a side line (defined as a boundary line intersecting a street line) nor nearer than 25 feet to any other lot line, and the location of any dwelling or structure on such a lot shall be established by the Architectural Control Committee at or before the time it passes upon the application for authority to commence construction on such lot. On any lot not having a common boundary with one of the aforesaid tracts, no portion of a dwelling or other structure shall be located nearer than 10 feet to any lot line.

3. Subparagraphs (a) and (b) of paragraph 21 of the original declaration of restrictions are amended to read as follows:

(a) Any lot or tract (or portion thereof) in Zone "B" may be used for any purpose which either a lot or tract in Zone "A" may be used, and if used the same as a Zone "A" lot, the limitations applicable to Zone "A" lots shall apply.

(b) Any lot or tract (or portion thereof) in Zone "B" may be used for and structures may be erected and maintained thereon for use as, apartments and multiple unit residences (including co-operative apartments and condominiums) motels and hotels.

4. Paragraph 29 of the original declaration of restrictions is amended to read as follows:

Any provision herein may be enforced by any owner of any lot or tract subject to these restrictions, or by the Architectural Control Committee, either by an action for damages arising out of a violation or by an action to restrain a continuing violation, or in any other manner permitted by law, but no such action shall be maintained by any one on account of any violation of paragraphs 19 and 20, inclusive, unless such action is commenced not later than one year after the completion of the structure which violates any such provision. If there is a determination in any action brought for the enforcement of the restrictions that any restriction has been violated, then the offender shall be required to pay all costs of the action, including reasonable attorney fees necessarily incurred by the complainant in bringing the action to enforce the restriction.

IN WITNESS WHEREOF, the undersigned have executed this amendment No. 3, the wife of the individual whose name is undersigned having jointed for the purpose of subordinating her dower interest, if any, to these restrictions.

LAKE HILLS GOLF CLUB

ATTEST:

GEORGE M. SCHNEITER, President

MRS. JO ANN D. SCHNEITER, secretary

RUSSELL B. HART

ACKNOWLEDGED

SENIA C. HART, his wife

**SUPPLEMENTAL PROTECTIVE COVENANTS
and
DECLARATION OF RESTRICTIONS**

By document dated April 30, 1958, filed for record in the office of the County Clerk and Recorder of Yellowstone County, Montana, on May 16, 1958, as Document #601531, recorded in Book 632, Page 146, restrictions were imposed on lots and tracts in Yellowstone County, Montana, included in the plat of Lake Hills Subdivision, First Filing through Fifteenth Filing, inclusive, and in Certificate of Survey No. 793, filed in the office of said County Clerk and Recorder as Document #599989.

Thereafter, Amendment No. 1 of said Declaration of Restrictions was duly filed for record in the office of said County Clerk and Recorder on September 18, 1958, as Document #707473, recorded in Book 642, Page 289, and which was subsequently revoked by Amendment No. 2.

Thereafter, Amendment No. 2 of said Declaration of Restrictions was duly filed for record in the office of said County Clerk and Recorder on July 7, 1959, as Document #624235, recorded in Book 670, Page 43, and by operation of said Amendment No. 2, said restrictions were extended to all lots in Lake Hills Subdivision, Sixteenth Filing through Twenty-Fourth Filing, inclusive.

Thereafter, Amendment No. 3 of said Declaration of Restrictions was duly filed for record in the office of said County Clerk and Recorder on August 21, 1968, as Document #826224, recorded in Book 871, Page 715.

Thereafter, Supplemental Protective Covenants and Declaration of Restrictions were filed for record in the office of said County Clerk and Recorder August 26, 1997, as Document #1888020, said Document being subsequently revoked on September 19, 1997 by Document #1891201.

Thereafter, Supplemental Protective Covenants and Declaration of Restrictions were filed for record in the office of said County Clerk and Recorder on March 2, 1998, as Document #1912914, said Document being subsequently revoked on August 25, 1998 by Document # 3016587.

It is the purpose of this document to enhance and to add to the above mentioned restrictions, and in no way to change or to amend them in a manner that will diminish their effectiveness or enforceability, by adding the below stated Covenants and Restrictions, many of which are a duplication of those stated in the above mentioned documents. If any provision contained herein is in conflict with the above mentioned restrictions and to the extent that it tends to be less restrictive than some specific restriction contained therein, then that specific restriction contained in the above mentioned document shall prevail over the one contained herein.

It is an accepted fact that as of this date the Architectural Control Committee mentioned in paragraph 25 of Document #601531 no longer exists.

These Covenants and Restrictions shall apply only to those properties shown on Exhibit "A" attached hereto all of which are located in Lake Hills Subdivision, City of Billings, Yellowstone County, Montana, and to such other properties that should choose to come under these Covenants and Restrictions in a manner specified below, but may in any event apply only to those lots in Lake Hills Subdivision that are located in Blocks 48 through 59 inclusive of Lake Hills Subdivision.

Covenants and Minimum Restrictions of Building

1. None of the lots covered by these Covenants and Restrictions shall be used except in a use or purpose herein specifically permitted, and no structure shall hereafter be erected on any lot nor any structure maintained on any lot except the structure specifically permitted.
2. Any structure hereafter placed or erected on any lot shall be of new construction, and no structure including prefabricated homes of any type shall be moved onto any of said lots.
3. Any structure hereafter to be erected on any lot shall be commenced within thirty (30) days after equipment and/or material to be used in the construction thereof are moved onto the location, and all construction shall be pursued with reasonable diligence. No building hereafter to be erected on any lot shall be commenced until written authority for the construction of such building has been secured from the Architectural Control Committee as herein provided and in the manner set forth herein.
4. No tent, trailer or other temporary structure shall be used for living quarters on any lot, nor shall any basement or garage be so used except after completion of the dwelling of which such basement or garage is a part.



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5. No fence or wall shall be erected or maintained nor any hedge planted or maintained along any line adjacent to the golf course without the owner having been granted permission to do so in writing by Lake Hills Golf Club, excepting that a fence not exceeding 4 feet in height may be erected and maintained at the rear line of Lots 7-15 inclusive of Block 58 until such time that the adjacent drain on Lake Hills Golf Course is filled. Said fence will have to be removed within six months after the drain is filled if such should occur. If permission is not granted by Lake Hills Golf Club within 30 days after application in writing, or if permission is denied by them, then permission may be either granted or denied, but only in writing, by Lake Hills Association, Inc., a homeowners association, as explained below, upon receipt of written application from the lot owner along with the stated reason, if any, as to why this request was denied by the Lake Hills Golf Club.

6. Livestock or poultry shall not be kept or maintained on any lot, nor shall domestic pets be kept or maintained for breeding or commercial purposes on any lot. In any event, not over two dogs and two cats can be kept on any lot or by the owner of any one residence in case they own more than one lot. Animal kennels must be placed within 20 feet of the residence and in an area which is inconspicuous and removed from the direct view of neighbors and the primary road.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Furthermore, no trash or obsolete materials or non-operating or non-licensed vehicles or portions thereof shall be allowed to accumulate on any of the above described lots to the extent that such shall constitute in the opinion of Lake Hills Association, Inc. or a committee appointed by them a nuisance to other property covered by these Covenants and Restrictions, or to the extent that the same shall become unsightly nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of the adjacent golf course; nor shall any motor vehicles used in organized or unorganized automobile or stock races be stored or maintained on said premises. The Lake Hills Association, Inc. shall have an unlimited right to enforce this covenant and restriction and without having received a complaint or a petition to do so from another property owner.

8. Lots shall be used only for residential purposes, and no business or profession of any kind or character shall be conducted on or from any of the lots. No structure shall be erected or maintained thereon excepting for one residential dwelling. An attached double garage not exceeding 850 square feet in size is required for each dwelling; however, the side of the garage that faces the same street as the front of the house cannot be over 28 feet wide. A triple attached garage not exceeding 1,000 feet in size is allowed for each dwelling; however, the side of the garage that faces the same street as the front of the house cannot be over 36 feet wide. No detached garages are allowed. An attached or detached storage shed may be constructed as long as it meets the following criteria:

- It is not over 80 square feet in size.
- It is not less than 8 feet in depth.
- It is not over 10 feet in height from the finished grade.
- It is located on a concrete slab or foundation.
- The siding and the roofing is similar to that of the residence.
- It has a roof pitch of least 4 in 12.
- It is located within 5 feet of the residence.

9. Each dwelling shall be constructed so that the area (exclusive of the area of porches, terraces, patios and garages) enclosed within the perimeter of the foundation shall be not less than 1,400 square feet when measured at the intersection of a plane passing at right angles through a vertical projection of such foundation walls.

10. In the absence of written authorization from the Architectural Control Committee and conditional upon all structures and their location meeting the requirements of the City of Billings:

- (a) No fence greater than six feet in height may be erected between lots to the rear of a dwelling, and no greater than four feet to the side of a dwelling and between lots to the front of the dwelling.
- (b) All houses and residences, including attached garages, shall be set back from the property lines of the lots as follows:

Front: All houses shall be set back 30 feet from the front side of the lot, which shall be the narrow side of the lot adjoining the street, and houses located on corner lots shall be at least 25 feet from the street side line.

Side: All structures shall be located at least 15 feet from the side line of the lot, excepting as above stated on corner lots, and at least 20 feet from the golf course.

Rear: All structures shall be located at least 20 feet from the rear line of the lot; however no structure may be located within 20 feet of the property line at the rear of the lot when the lot is adjacent to the golf course.



All set back requirements may be varied by the Architectural Control Committee. The City of Billings, however, has final jurisdiction.

11. No trailer house or camper of a greater length than 12 feet shall be stored on any lot unless it is kept inside of a permanent structure; and any trailer house or camper of a length 12 feet or less stored on a lot shall be stored to the rear of the residence if the lot does not border the golf course and to the side of the residence, but not being able to be seen from the street, if the lot borders the golf course, and at least 25 feet from a side street. The length of the hitch, if any, is not considered to be part of the overall length. No recreational vehicles or motorized homes shall be located outside of the garage on a lot for over 10 days out of any continuous 30 days at a time. Neither shall any motorized home or camper belonging to a guest of an owner be located on the lot for over 10 days out of any continuous 30 days at a time. All boats and boat trailers are to be kept to the rear of the house, but are not to be located within 20 feet of the golf course.

12. Within one year after each residence is occupied there shall be planted, maintained, and in case of death or destruction, replaced by the owner no less than two trees in the front yard and two trees in the back or side yards. Each tree shall be at least six feet in height, excepting that evergreens shall be at least three feet in height to receive credit towards meeting this requirement.

13. Siding and Trim: muted and subdued colors drawn from the surrounding environment such as the earth tones of the soil and of summer and fall should dominate the main body of the building. The trim should accent or contrast the main body of the building, adding visual interest to the predominant neutral tones. All siding and trim and colors are to be approved by the Architectural Control Committee at the time that the plans are submitted to it.

14. Roof design should be consistent with building size, shape, and form with the roof pitch being no less than 5 in 12 pitch on the main roof.

Metal roofs are prohibited. Muted and subdued colors should be chosen to harmonize with the surrounding color schemes. "T-lock" shingles are not allowed.

15. Fireplaces, chimneys and flues are to be designed to avoid smoke and fumes at ground levels during down slope wind. Chimneys must be clad with natural stone, stucco or artificial stucco or brick. A choice of materials that match the dwelling is encouraged for chimneys that extend more than three feet above the roof surface or line.

16. Dormers and secondary roofs are encouraged, both to add interest and scale to major roof areas and to make habitable use of space within the roofs. Dormers and secondary roofs may have gable, hip or shed forms and may be stacked in multiple forms.

17. Concrete:

Exposed concrete foundation walls between ground level and exterior wall siding shall be a maximum of 8 inches, shall have all form irregularities removed, and shall have a sand and portland cement grout applied thereto. Foundation exposure over 8 inches shall be finished with synthetic textured stucco (stained a subdued color in harmony with the building), stone, or siding.

Front steps will be either concrete, brick or stone. No wood steps allowed at front of residence. Steps other than the front may be wood.

An asphalt or concrete driveway must be completed by the time of occupancy unless delayed due to weather conditions, and in such case must be installed as soon as weather permits.

18. Antennas/Satellite Dishes should be positioned in unobstructive locations with consideration given to local aesthetics and views from adjacent properties.

19. No log buildings are allowed.

20. All individual mail boxes located between residences and the street curb shall be, subject to post office approval, enclosed within an attractive structure so that all but the front of the box and all of the pipe support, if any, is not visible. In cases where mail delivery is made on only one side of the street such as on loop streets or in cul de sacs, it is preferred that the owner of the lot fronting on that side make arrangements with the owner across the street from him to the extent that both of their mail boxes are contained within the same structure. It is also preferred that the flag on the box be mounted on the structure rather than on the box, thus enabling the box to become more fully concealed.

21. All garbage cans and other containers shall be kept in garages or in enclosures such that they will be concealed from view of streets and lots which are adjacent to the lot on which they are located, excepting on garbage pick up days. No clothes lines that are located in the yard or that are visible to adjacent properties are permitted.

22. These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these Covenants and Restrictions are recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years at a time, unless revoked in their entirety by owners of at least 60% of the lots bound by these Covenants and Restrictions.

23. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Architectural Control Committee

24. The Architectural Control Committee shall consist of three members, appointed initially by the undersigned. The Committee shall establish its own procedural rules and regulations for the consideration of all applications, pursuant to Paragraph No. 3 herein contained, for authority to commence construction of buildings on any lot, and for the consideration of all applications, pursuant on any lot, and for the consideration of all applications, pursuant to Paragraph No. 10 herein contained, for relief from any of the provisions of that paragraph. In connection with any application, the Committee may require submission to it of such plans, elevations, designs, and specifications as the Committee deems appropriate to enable it to pass upon the application, all to the end that each building constructed on any lot shall be of materials satisfactory to the Committee, that there shall be harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevations, and that each building will be in compliance with these Covenants and Restrictions. The Committee may retain such consultants as it deems appropriate and may charge a fee of up to \$75.00 per plan review. The decision of any two members of the Committee shall be conclusive.

25. Any member of the Committee may be removed at any time by written petition signed by all of the owners of 50% or more of the lots subject to these restrictions.

26. Any vacancy by reason of death, resignation, or removal of a member shall be filled by written appointment signed by all of the owners of 50% or more of the lots subject to these Covenants and Restrictions or by appointment of one member by any two remaining members on the Committee.

Ability for Additional Lots in the Prescribed Area, Blocks 48-59 Inclusive, of Lake Hills Subdivision, to Become Subject to These Covenants and Restrictions

27. Any lot within the prescribed area which is not under these Covenants and Restrictions may become subject to them by the owner or owners of the lot contacting the President of Lake Hills Association, Inc. whose present address is 616 O'Malley Drive, Billings, Montana 59102 and requesting a form to be submitted to the Association by said owner. This form is to be notarized and placed of record at the office of the County Clerk and Recorder by the President of Lake Hills Association, Inc. and will run with the title of the property. A fee not to exceed \$25.00 will be charged by the Association for this service.

28. The owners of each lot under these Covenants and Restrictions have one vote in Lake Hills Association, Inc., a Mutual Benefit Corporation, which was incorporated in the State of Montana on March 25, 1997. The rights of membership cannot be separated from the title of the property, with each subsequent holder or holders of title assuming said rights and obligations of membership.

Enforceability of and Persons Bound by Restrictions

29. The restrictions, conditions and limitations contained herein shall run with the land and shall be binding upon the present owners and upon those owners who should choose to have their property come under these Covenants and Restrictions by virtue of Paragraph 27 contained herein, and upon all subsequent owners of all of the lots under these Covenants and Restrictions. The grantee of any lot covenants and agrees by the acceptance of a conveyance therefor faithfully to observe and to comply with said Covenants and Restrictions, conditions and limitations applicable thereto.

30. Any provision herein may be enforced by an owner of any lot subject to these Covenants and Restrictions, or by the Architectural Control Committee, or by Lake Hills Association, Inc. by an action for damages including legal fees and court costs, if any, arising out of a violation or by an action to restrain a threatened or prospective violation or to restrain a continuing violation by injunction, prohibitive or mandatory, or in any other manner permitted by law, but no such action shall be maintained by any one on account of any violation of Paragraphs 9 and 10, inclusive, unless such action is commenced not later than one year after a completion of the structure which violates such provision. If there is a determination in any



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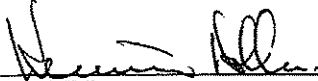
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action brought for the enforcement of the restrictions or for damages, that any restriction has been violated, then the offender shall be required to pay all costs of the action, including reasonable attorney fees necessarily incurred by the complainant in bringing the action to enforce the restriction, or for damages for violation of the restriction.

31. Any provision herein may be amended or revoked at any time by written instrument duly signed and acknowledged by all of the owners of record of not less than 60% of the lots then subject to these Covenants and Restrictions, with said instrument being recorded at the office of the County Clerk and Recorder, Yellowstone County, Montana.

IN WITNESS WHEREOF, Lakewood Properties, Inc., a Montana corporation, has executed these Supplemental Covenants and Declaration of Restrictions this 25th day of August, 1998.

Its President:

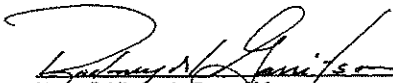

Kenneth Hollar

State of Montana)
) ss.
COUNTY OF YELLOWSTONE)

On this 25 day of August, 1998, before me, Dorothy N. Garrison, a Notary Public for the State of Montana, personally appeared Kenneth Hollar, known to me 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 in this certificate first above written.




Notary Public for the State of Montana
Residing at Bellings
My Commission expires June 30, 1999



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Exhibit "A"

Supplemental Protective Covenants and Declaration of Restrictions

Dated: August 25, 1998

Lot	Block Number	Lot	Block Number	Lot	Block Number
1	48	5	54	1	58
3	48	6	54	3	58
4	48	9	54	5	58
6	48	11	54	6	58
7	48	13	54	7	58
		14	54	9	58
		15	54	11	58
1	49	17	54	12	58
2	49	18	54	13	58
4	49			14	58
5	49			15	58
6	49			16	58
8	49	1	55	18	58
10	49	2	55	19	58
		4	55	21	58
		5	55	23	58
		7	55	24	58
2	50	8	55	25	58
5	50	9	55	26	58
6	50	10	55	27	58
7	50			28	58
9	50				
12	50				
15	50	1	56		
16	50	2	56	1	59
19	50	3	56	2	59
20	50	4	56	3	59
21	50	5	56	4	59
22	50	6	56	5	59
		8	56	6	59
		9	56	8	59
		10	56	10	59
2	51	11	56		
4	51	12	56		
5	51	13	56		
6	51	14	56		
7	51	15	56		
9	51				
1	52	1	57		
2	52	3	57		
3	52	4	57		
4	52	7	57		
5	52	8	57		
6	52	11	57		
7	52	12	57		
8	52	15	57		
9	52	16	57		
10	52	17	57		
11	52	18	57		
		20	57		
		21	57		
		22	57		
		23	57		
1	53	24	57		
3	53	25	57		
4	53	26	57		
5	53	27	57		
		28	57		
		29	57		
		30	57		
1	54	31	57		
3	54	32	57		
4	54	34	57		
		35	57		

All of the above 134
Lots are located in
Lake Hills Subdivision,
City of Billings, County
of Yellowstone, Montana.