

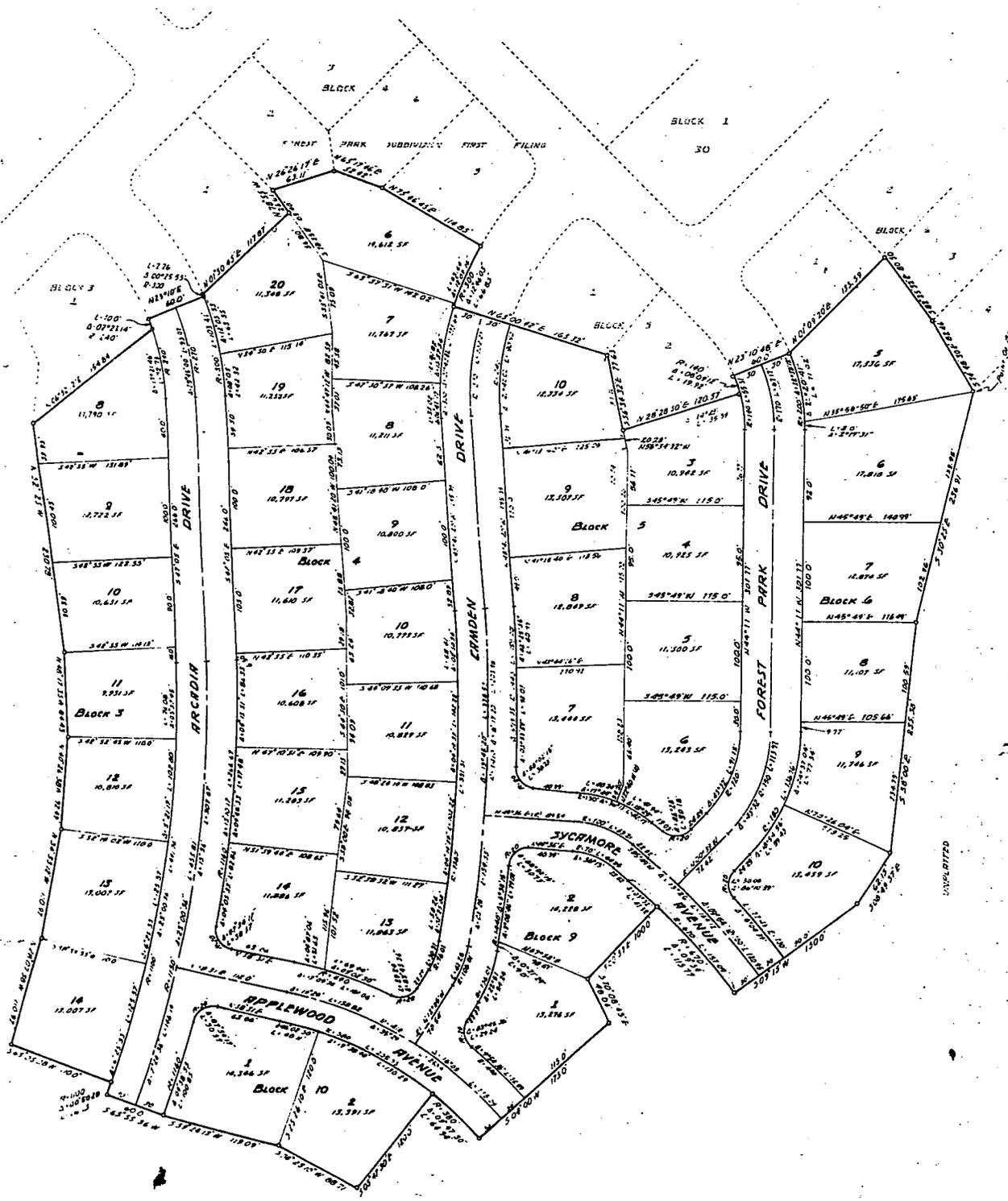
# FOREST PARK SUBDIVISION

## SECOND FILING

LOCATED IN: E. 1/2 SW. 1/4 AND THE W. 1/2 SE. 1/4  
OF SECTION 35, T.1N., R.25E., M.P.M.  
YELLOWSTONE COUNTY, MONTANA



BY: ATLAS ENGINEERS INCORPORATED  
BILLINGS, MONTANA  
DATE: MARCH, 1972



DECLARATION OF RESTRICTIONS

This Declaration of Restrictions made this 15<sup>th</sup> day of June, 1972, by FOX LAND & CATTLE CO., a Montana corporation, as follows:

WHEREAS, on the 8th day of June, 1972, at the hour of 8:31 o'clock A. M., Fox Land & Cattle Co., a Montana corporation, filed of record in the office of the County Clerk and Recorder of Yellowstone County, Montana, a plat executed by it being the plat of Forest Park Subdivision, Second Filing, the streets, alleys, planting strips and other public places as shown on said plat having heretofore been dedicated to the public by said corporation, the corporation, through its officers, now desires to place restrictions for the use and benefit of the present owners and of the future grantees of said owners, and heirs, assigns, successors and for those claiming under them;

NOW, THEREFORE, the said Fox Land & Cattle Co., by and through its officers, hereby declares and covenants with said persons, one and all of them, as follows:

PERSONS BOUND BY THESE RESTRICTIONS

All persons, corporation, and other entities now owning or who shall hereafter acquire any interest in or to the lots or any part thereof in Forest Park Subdivision, Second Filing, shall be taken and held to agree and, by the acceptance of the conveyance of interest in said lots they agree with the present owner of said lots and with its heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as fully as if such covenants were contained in each and every of the conveyances relating to the same.

GENERAL RESTRICTIONS

(a) Each lot in the above-described subdivision shall be known and described as a residential lot and no structures shall be erected, altered or placed or permitted to remain on any residential lot, as aforesaid, other than one single family dwelling with a private garage or, where authorized, a two family dwelling with attached garage facilities.

(b) No noxious or offensive trade or activities shall be carried on, on any of the said lots or shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

(c) Except as herein otherwise stated, no trailer, base-ment, tent, shack, garage, barn or other out buildings erected or placed on said lots shall be at any time used as a residence.

(d) Any building or residence erected on said premises, shall be of new construction, no old or used buildings shall be moved on to said premises from other property.

(e) No swine, poultry, goats, or other livestock shall be permitted on said premises.

(f) No dogs or pets shall be raised or cared for on a breeding and commercial basis. In the keeping of dogs or cats as family pets, not more than two (2) adult dogs or more than two (2) adult cats shall be kept or maintained by the residents of any single family dwelling.

(g) The "Residential Purpose" as used herein shall be held and construed to exclude hospitals, churches, and to further exclude professional and commercial uses and any such usage of this property is expressly prohibited.

(h) No garage or outbuildings shall be erected upon any lot in said Subdivision with outside walls of material or color conflicting with that used on the house on said lot.

(i) No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in said Subdivision.

(j) No excavations, except that which is necessary for the construction of improvements shall be permitted on any lot until such time as the actual construction of the house is to begin; except that the owner may check the supply of water under said land and may drill and excavate for the said purpose as well as testing the sub-soil conditions.

(k) No building material of any manner or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the lot or parcel of land on which the house is to be erected and shall not be placed in the streets or between the curb and property line.

(l) No signs, bill-boards, posters or advertising devices of any character except subdivision promotion signs, or signs advertising the lot for sale shall be placed on any lot or parcel.

(m) All garbage cans and receptacles shall be stored underground or on wheeled carts in garages or in other sanitary locations so that the same are out of public view except when wheeled to the point of pick up.

(n) Except for playground equipment similar to that in use in public school playgrounds, high, dangerous and homemade play

devices for children or tree houses shall not be constructed or maintained.

(o) No fence, hedge or wall shall be erected on the street side of any corner lot so as to endanger traffic nor shall any thereof be maintained on any lot at a height greater than seven feet, nor extending toward the front of any corner lot further than the forward part of the structures which are built on such lot.

(p) Only underground electrical and telephone transmission lines shall be used in this subdivision and appropriate easements for rights of way have been or will be granted and given by the owners of these lots, at or near the lot boundaries for the installation and maintenance of such lines.

#### RESTRICTIONS ON BUILDING

(a) Front Yard. No residence or other structure shall be located on any lot so that any part of such structure, other than entrance vestibules, awnings or minor decorative fixtures, is nearer than 30 feet from the front line of the lot on which the structure is located.

(b) Side Yard. There shall be a side yard on each lot extending from the front yard to the rear yard or rear line, if there is no rear yard, which side yard shall be not less than five feet measured horizontally from the nearest point of the side lot to the nearest point of any building on the lot which side yard shall be open and unobstructed from the ground to the sky.

(c) Building Area. The gross area at ground level of the main building and all accessory buildings located on any of the lots in this subdivision shall in no event exceed 30 percent of the gross lot area, nor shall such floor area be less than the following:

1. Single story house without basement, excluding garage and accessory buildings, 1600 square feet, in addition to suitable storage space for yard working equipment.

2. Single story house with basement, excluding garage and accessory buildings, 1400 square feet.

3. Split level and split entry house, excluding garage and accessory buildings, 1200 square feet above the ground level, providing a daylight basement is finished, as to which daylight basement no less than 600 square feet of floor space shall be within rooms having at least one wall exposed to the daylight of not less than 4 feet above ground.

4. Two story houses, excluding garage or accessory buildings shall have not less than a total of 1600 square feet of floor space above ground level. Story and one-half houses, excluding garage or accessory buildings shall have not less than a total of 1400 square feet above ground level.

(d) Building Height. No building shall be erected so that, measured from the highest point of the building, excluding chimneys and small ornamental features, to the elevation of the curb on the lot on which the same is constructed, the same shall be higher than the following:

1. Two story structure	30 feet
Story and one-half	26 feet
Split level and split entry	26 feet
One story	20 feet
Separate garage and accessory buildings	18 feet

#### BOARD OF ARCHITECTURAL CONTROL

A Board of Architectural Control, herein called "Board" is hereby created. Its members are William Fox, Richard Fox and Melvin Fox, the address of all of whom is Billings, Montana. A majority of the Board may designate a representative to act for it. In the event of death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Board as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. Approval shall be provided as follows:

The Board's approval or disapproval as required in these covenants shall be in writing, signed by a majority of the Board or its authorized representative, but no particular formality of approval shall be required. 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. The Board may but shall not be required to

enforce these covenants on behalf of the owners of the lots in this subdivision.

At any time, the then record owners of seventy-five percent (75%) of the lots shall have the power through a duly recorded instrument to change the membership of the Board or to withdraw from the Board or restore to it any of its powers and duties.

If, by its written recorded instrument, seventy-five percent (75%) of the owners of said lots shall elect to change the membership of the Board, the Board may be elected from among the owners of lots in the subdivision. Such elections shall be held whenever a petition signed by twenty-five percent (25%) of the owners of lots in the subdivision shall be filed with the Secretary of Fox Land & Cattle Co. or any other lot owner within the subdivision, who shall thereupon serve as temporary chairman for the calling of a meeting and such temporary chairman shall give notice published in a newspaper of general circulation regularly published in Yellowstone County, such publication to be for two weeks, giving notice of the holding of a meeting of such lots owners for the purpose of electing a Board of Architectural Control. At the time and place fixed in such notice, five lot owners shall be elected who shall constitute the Board of Control. The owners of each lot shall be entitled to cast one vote for each person to be so elected and such voting shall be cumulative. The membership at such meeting shall adopt By-laws for its own organization and it shall at such time fix the term of the then members of the Board and the manner for the holding of subsequent elections and such other matters for their government as shall appear appropriate, including the manner of amending the By-laws.

#### TERM

These covenants shall run with and shall be binding on the land for a period of twenty (20) years from their date and shall thereafter extend for successive periods of ten (10) years, unless an instrument signed by the owners of a majority of the lots agreeing to a change or revocation of said covenants has been recorded.

#### SEVERABILITY

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

#### PLANTING STRIPS

Fences along the planting strips shall only be built in conformity with specifications provided by the Board of Architectural Control or the Park Board of the City of Billings, if either of said boards shall have prepared and declared such specifications.



AMENDMENT TO DECLARATION OF  
RESTRICTIONS

WHEREAS, a Declaration of Restrictions dated June 15, 1972, was filed June 20, 1972, at 2:16 P.M. and recorded in Book 969 at Page 209 under Document #909864, records of Yellowstone County, Montana, which Declaration of Restrictions affects all of the lots in the plat of Forest Park Subdivision, Second Filing, and amended plat of Block 6, Forest Park Subdivision, Second Filing, in the City of Billings, Yellowstone County, Montana, and

WHEREAS, the undersigned are owners of lots in the subdivision and amended plat thereto described herein, and

WHEREAS, the undersigned owners of lots wish to amend said Declaration of Restrictions as provided herein,

NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged, the undersigned do hereby amend said Declaration of Restrictions as follows:

Paragraph (a) under the subheading "RESTRICTIONS ON BUILDING" is hereby deleted, which subparagraph reads as follows:

"(a) Front Yard. No residence or other structure shall be located on any lot so that any part of such structure, other than entrance vestibules, awnings or minor decorative fixtures, is nearer than 30 feet from the front line of the lot on which the structure is located."

In lieu thereof, the following paragraph is substituted:

"(a) Front Yard. No residence or other structure shall be located on any lot so that any part of such structure, other than entrance vestibules, awnings or minor decorative fixtures, is nearer than 30 feet from the front line of the lot on which the structure is located, except Lot 5-A of Amended Plat of Block 6, Forest Park Subdivision, Second Filing. As to the said Lot 5-A of Amended Plat of Block 6, Forest Park Subdivision, Second Filing, no residence or other structure shall be located on said lot so that any part of such structure, other than entrance vestibules, awnings or minor decorative fixtures, are nearer than 26 feet from the front line of said lot."

In all respects other than amended herein, the Declaration of Restrictions dated June 15, 1972, shall remain in full force and effect.

DATED this 31st day of March, 1975

NAME OF OWNER

LOT OR LOTS OWNED

FOX LAND & CATTLE CO.,  
a Montana corporation

Lots 8, 13, 14 Block 3  
Lots 7, 8, 13 Block 4  
Lot 10 Block 5  
Lots 6A, 8A, 11A Block 6 Amended

BY \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Richard W. Fox  
Secretary

ACKNOWLEDGED