

PROTECTIVE COVENANTS AND RESTRICTIONS

THE UNDERSIGNED,

Dated

To

Filed

THE PUBLIC

Rec. Book

Document #

WHEREAS, the undersigned L & W Associates, a Montana Corporation with offices at 111 Granite Towers, Billings, Montana, are the owners of the following described property located in Yellowstone County, Montana, to-wit:

All of Sahara Sands Subdivision, First Filing, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #995892.

AND, WHEREAS, the said owners desire to place building restrictions and protective covenants on the above described premises;

NOW THEREFORE, in consideration of the premises, the undersigned owners hereby establish and declare the following building restrictions and protective covenants which shall be applicable to all the above described real estate:

Persons Bound by these Covenants and Restrictions

All persons and corporations who shall hereafter acquire any interest in and to the above described real estate shall be taken and held to agree and covenant with the owners of the lots, and with their heirs, devisees, trustees and assigns, to conform to and to observe the following covenants, restrictions, and stipulations as to the use thereof, and as to the construction of residences and improvements thereon.

Covenants and Minimum Restrictions of Building

(a) Each lot, as above described, in said subdivision, shall be known as a residential lot and shall be used solely for residential purposes. 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 garage for not more than 2 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 exceed 6 inches rise to the foot. No basement or portion thereof shall be converted or made into an apartment to be used for rental purposes. DEFINITION OF STORY: STORY is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement or cellar is more than four feet above the finished grade such basement or cellar shall be considered a story.

(b) No lot shall be subdivided for the purpose of constructing more than one dwelling on any lot as platted, and each dwelling shall be located on a building site having at least an area equal to the area of the lot, as platted, on which the dwelling is located.

(c) No trailer, mobile home, basement, tent, shack, garage, or other out-building 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, and the exterior of the dwelling shall be finished in its entirety before it can be occupied.

(d) Any building or residence erected on said lots shall be of new construction and no construction will commence until written approval has been obtained from the Architectural Control Committee as outlined in paragraph (o) herein.

(e) No swine, poultry, goats, horses, cows or other livestock or animals shall be kept on said premises; provided, however, domestic pets may be kept by the owners, which domestic pets shall be defined as meaning not more than one cat and not more than one dog per residence which shall be confined to the premises held by his owner excepting when he is on a leash.

(f) No construction equipment or materials of any nature can be moved onto a lot until within 30 days of the start of construction, and any building started shall have its exterior completed within one year from the time of starting.

(g) All buildings shall be sided with conventional siding, and no drop siding, asbestos siding, or siding of an asphalt composition may be used.

(h) Each residence shall be equipped with a waste disposal which is attached to the sewer and into which shall be deposited all raw garbage. All garbage cans shall be kept in garages or in enclosures such that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located. No burning barrels shall be allowed on the premises. Garbage cans shall be located to the side or to the rear of the dwelling or within the garage excepting on days when garbage pickup is made.

(i) 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 at least 30 feet from the front side of the lot, which shall be the narrow side of the lot, and houses located on corner lots shall be at least 15 feet from the side street line, excepting that the car entry to any garage shall be at least 25 feet from the side property line.

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

Rear: All structures shall be located at least 10 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 a public park.

All setback requirements may be varied at the discretion of the Architectural Control Committee. In all areas the decision of the Billings City Building Department, following its receiving the recommendation of the Architectural Control Committee, is final.

(j) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(k) 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 a menace or nuisance to adjacent property, or to the extent that the same becomes unsightly; nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park; nor shall any motor vehicles used in organized or unorganized automobile or stock car races be stored or maintained on said premises.

(l) All concrete structures and steps which protrude over three feet above the finished grade shall be placed on a footing and shall have a brick or block exterior finish. No dirt terrace shall be constructed at a greater slope than 30 degrees and the base of said terrace shall not extend closer than four feet to an adjacent lot, excepting that this may vary when there is mutual agreement in writing with the owner of the adjacent lot affected.

(m) Within one year after each residence is occupied there shall be planted, maintained, and, in case of death or destruction, replaced by the owner two trees in the front yard and two trees in the back yard 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.

(n) 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 Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations.

(o) The Architectural Control Committee is composed of Darwin Lindberg, Charles Westwood, Sam E. McDonald, and John O. Davies, all of Billings, Montana. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member or members of the committee, the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this

covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, 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.

(p) Each of the owners and subsequent owners in said subdivision agree to utilize any gas service line so long as service lines are available and MDU has the capability of providing gas which has been extended to his lot by Montana-Dakota Utilities and which exists at the time that gas service is requested for said lot. In case the owner refuses to utilize said gas service line, then Montana-Dakota Utilities, or L & W Associates, at their discretion, charge the lot owner the sum of \$200.00 for said unused service.

(q) 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 unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

(r) Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Right to Enforce

The covenants and restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, and assigns, and any and all other parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees, trustees and assigns, and with each of the owners of said lots, to conform to and observe said covenants and restrictions as to the use of said lots and the construction or improvements thereon; but, no covenants or restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his, or their seizure of, or title to said land; and the owner or owners of any of the above lands shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observation of the covenants and restrictions above set forth, in addition to ordinary legal action for damages; and the failure of the present owners, or the owner or owners of any lot in this subdivision to enforce the covenants and restrictions herein set forth at the time of any violation thereof shall be in no event deemed as a waiver of the right to do so. The above covenants and restrictions may be altered or amended at any time upon the placing of record at

the office of the County Clerk and Recorder, Yellowstone County, Montana, of an instrument showing the written consent thereto by the owners of at least 75% (seventy-five percent) of the above described lots.

Dated this

L & W Associates
A Montana Corporation

Attest

Secretary

President

(Corporate Seal)

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 14th day of July, 1976, before me, a Notary Public for the State of Montana, personally appeared DARWIN LINDEBERG and SAM E. McDONALD, JR., known to me to be the President and Secretary of L&W Associates, the corporation that executed the foregoing instrument and acknowledged to me that said corporation executed the same.

Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 11/15/77.

(SEAL)

10256

RESTRICTIONS

Lin Associates

Page

Date: Aug 7, 1976

STATE OF MONTANA, }
County of Yellowstone, }

I hereby certify that the within ins
ert was not filed in my office for

JUL 23 1976

2-58 36, and 16

Record in Book 111

on Page 640

Official Seal
of the
State of
California

RECEIVED, H. ALBONDI
County Clerk & Recorder

10/11/97
Denny

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Album: Society Book

660111 2011

AMENDMENT

BOOK 1198 PAGE 1654

TO

PROTECTIVE COVENANTS AND RESTRICTIONS

THE UNDERSIGNED

Dated: -----

Dated: November 30, 1977

TO

Filed: July 23, 1976

Filed: December 12, 1977

THE PUBLIC

Book 1111, page 640

Book 1182, page 548

Document #1024267

Document #1073106

WHEREAS, the undersigned, L & W Associates, a Montana Corporation with offices at 900 Lake Elmo Drive, Billings, Montana 59101, are the owners of more than 50% of the following described property located in Yellowstone County, Montana, to-wit:

All of Sahara Sands Subdivision, First and Second Filings, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under document # 1024267 and #1073106.

NOW, THEREFORE, in consideration of the premises, the undersigned owners hereby remove the side line location minimums on the following described lots, to-wit:

Lots 25 and 28, Block 2, Sahara Sands Subdivision, First Filing, City of Billings, County of Yellowstone, Montana; and

Lots 26 and 28, Block 3, Sahara Sands Subdivision, First Filing, City of Billings, County of Yellowstone, Montana.

L & W ASSOCIATES
A Montana Corporation

Darwin Lindberg
Darwin Lindberg, President

(seal)

Attest:

Charles E. Westwood
Charles E. Westwood, Assistant Secretary

STATE OF MONTANA

County of Yellowstone } ss.

On this 23 day of August, 1978, before me, A Notary Public for the State of Montana, personally appeared Darwin Lindberg and Charles E. Westwood, known to me to be the President and Assistant Secretary respectively, of L & W Associates, the corporation that executed the written instrument and acknowledged to me that such corporation executed the same.

Nancy M. Storrer
Notary Public for the State of Montana
Residing at Billings, Mt. Expiration 7-27-80

(seal)

BOOK 1198 PAGE 1655

1101619

AMENDMENT TO PROTECTIVE COVENANTS
AND RESTRICTIONS

L & W Associates

TO

The Public

Dated: August 23, 1978

Order No. _____

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

I hereby certify that the within in-
strument was filed in my office for
record on this 23rd

day of August 1978

at 3:03 o'clock P. M., and is

duly recorded in Book 1198

Page 1654

Witness my hand and official seal

MERRILL H. KLUNDT

County Clerk & Recorder

By [Signature] Deputy

FEE: \$ 2.00 P.O. by Check

RETURN TO:

L & W Associates

900 Lake Elmo Road

Billings, MT 59101

AMENDMENT OF PROTECTIVE COVENANTS & RESTRICTIONS

THE UNDERSIGNED

TO

THE PUBLIC

BOOK 1236 PAGE 4810

WHEREAS, the undersigned constitute the owners of at least seventy-five percent (75%) of the lots situated in the following area:

All of Sahara Sands Subdivision, First Filing, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #995892, and,

WHEREAS, the undersigned desire to amend the Protective Covenants and Restrictions applying to said subdivision as above described and now on file in Book 1111, on Pages 640 through 645 of Miscellaneous Records, Yellowstone County, Montana, under Document No. 1024267;

NOW, THEREFORE, the undersigned, being the owners of at least seventy-five percent (75%) of the lots situated within the above designated area, desire to amend the restrictions for the use and occupancy thereon and for the use and benefit of the present owners and their heirs and grantees, and do hereby amend said restrictions as follows: Under the heading, Covenants and Minimum Restrictions of Building,

Paragraph (c) shall be deleted in its entirety and replaced with the following:

Any residence erected on any lot in this area shall have a ground floor area of the main structure, exclusive of open porches and garages, of not less than 1300 square feet on a single floor residence or 1100 square feet on each floor of a split-entry residence. The residence shall include a double attached garage.

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year below shown.

DATE: SUBSCRIBING WITNESS:

5/29/62 Debbie M. King

5/29/62 Russell W. Day

5/29/62 Connie Day

5/29/62 Richard L. Jacobson

5/29/62 Julia K. Jacobson

5/29/62 James H. Jacobson

OWNER:

Debbie M. King
Owner of Lot 6, Block 2, Sahara Sands Subdivision, 1st Filing

Russell W. Day
Owner of Lot 3, Block 11, Sahara Sands Subdivision, 1st Filing

Connie Day
Owner of Lot 3, Block 11, Sahara Sands Subdivision, 1st Filing

Richard L. Jacobson
Owner of Lot 5, Block VI, Sahara Sands Subdivision, 1st Filing

Julia K. Jacobson
Owner of Lot 5, Block VI, Sahara Sands Subdivision, 1st Filing

James H. Jacobson
Owner of Lot 2, Block 6, Sahara Sands Subdivision, 1st Filing

1231204

Over L. Hotel

et al

To

Restrictions

*Re Amended Declaration
Sahara Sands Sub 1st*

1236 JUN 48 18
STATE OF MONTANA } ss.
County of Yellowstone, }

I hereby certify that the within instrument was filed in my office for record on this
day of JUN 7 1948
at 10:10 o'clock A. M. and is
duly recorded in Book 1236
on Page 4810

Witness my hand and official seal
MERRILL E. KLUNDT
County Clerk & Recorder

By J. Sullen Deputy

\$136.00 *Jacques Stannebein*
543 Tabriz
Blsp 59105