



**Return To:**  
Pedersen & Hardy  
1001 S. 24th Street West, Suite 110  
Billings MT 59102  
File No. 35065

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR KINGSTON PLACE SUBDIVISION

KING HEIGHTS, LLC, a Montana limited liability company, 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 2, 3, 4, 5, 6 and 7, Block 1
- Lots 5, 6, 7 and 8, Block 3
- Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 4
- Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 5
- Lots 2, 3, 4, 5, 6, 7 and 8, Block 6

all in Kingston Place Subdivision, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document NO. 3378734.

These restrictions do not apply to Lot 1, Block 1, Lot 1, Block 6, Lot 12, Block 1, or Lot 12, Block 6, of Kingston Place Subdivision, which Developer expects to use for multi-family housing, such as duplexes, condominiums, townhomes, or patio homes. Neither do these restrictions apply to Lots 8, 9, 10 and 11, Block 1, Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 2, Lots 1, 2, 3, 4, and 5, Block 3, and Lots 9, 10 and 11, Block 6 of Kingston Place Subdivision, all of which Developer expects to use for single-family housing (the "single-family housing Lots"). Developer hereby reserves the right to subject Lot 1, Block 1, Lot 1, Block 6, Lot 12, Block 1, or Lot 12, Block 6, of Kingston Place Subdivision, and any portion or all the single-family housing Lots, as currently platted or re-platted, to some or all of the provisions of this Declaration by executing and recording an amendment to this Declaration, and thereby subjecting the Lots to some or all of the provisions of this Declaration.



The amendment shall be made in Developer's sole discretion and without consent of any other person, entity, or party. 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 Lots thereby made subject to any one or all the provisions of this Declaration, shall be bound by the provisions of this Declaration to the extent set forth in the Amendment.

All Lots now subject or later subjected to this Declaration are hereafter referred to as the "Lots" or "Lot".

KING HEIGHTS, LLC, (Owner - Developer) places these covenants and restrictions upon said property for the benefit of the owners of all property in Kingston Place Subdivision 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 structure 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 three car enclosed, attached garage with garage doors no more than eight feet high. Garages which house more than three cars shall not be permitted.

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 may be constructed on each Lot. Outbuildings must be of new construction and built with new materials. A new prefabricated storage shed is permitted. The outbuilding shall be kept in a good state of repair and shall not be allowed to become rundown or an eyesore to the neighbors. No carports shall be permitted in Kingston Place Subdivision. No shed or outbuilding shall be constructed before building a house.

5. Any structure 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 test for subsoil conditions, provided that such test sites are replaced to their original condition. The provisions of this section does not apply to Jeff Junkert Construction.

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

7. All structures 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 structure and shall not be later added to such dwelling. Solar collectors shall be designed so as preclude and prevent heat build-up in surrounding structures 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 structures, when placed between the principal residence and the front or side Lot line shall not exceed six feet in height from the finished grade.

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 each 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.

### USE

12. The primary use of each Lot shall be only residential purposes.
13. No structure 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 structures will be permitted. Garages shall be attached and may not be for less than two cars, nor more than three cars. Carports are not permitted. Garage doors shall not be higher than 8 feet.
14. No living quarters shall be occupied prior to final inspection by the City of Billings.
15. No unlawful activity shall be permitted on any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.
16. No trailer, tent, garage, or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure, of whatsoever nature, of a temporary character, be used as a residence.
17. 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.
18. 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.
19. No inoperable or unlicensed vehicle shall be parked on any lot or on any public street in Kingston Place Subdivision 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 Kingston Place Subdivision.
20. No swine, goats, sheep, cows, horses, livestock and/or poultry of any nature shall be kept or permitted on any of said premises. All dogs and cats shall be kept on the lot owned or leased by the occupant unless under the control of the occupant outside the said premises. Occupants are permitted to have only one cat and one dog, two cats, or two dogs, not to exceed two animals per lot. No animals, including dogs and cats shall be raised or cared for on a commercial basis. Dog houses painted to match the house 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 Kingston Place Subdivision.

21. No junk, trash, debris, organic or inorganic waste shall be permitted to accumulate on any lot or in any street in Kingston Place Subdivision; 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.

22. 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, and contractors' construction signs.

23. 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.

24. 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.

25. 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 properties in Kingston Place Subdivision reflect a high pride of ownership.

26. The rental of a portion of a residence or garage shall not be permitted. Rental of the entire residential structure is permitted.

## DISCLOSURES

27. Lot owners should be aware that this Subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscape shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops or a threat to public health and safety.

28. Lot owners should be aware that soil characteristics within the area of this Subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots,



which might require a geotechnical survey prior to construction.

29. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the 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, 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 eighty percent of the lots subject to these restrictions. Until such time as King Heights, LLC or its assigns, have completed construction of residences on all lots subject to these restrictions, any amendment or rescission must also be approved, in writing, by King Heights, LLC. The right to refuse to consent to amendment or rescission of these restrictions may be assigned by King Heights, LLC to another owner of multiple vacant lots in Kingston Place Subdivision; such assignment shall not be presumed but must be specifically set forth in writing, signed by King Heights, LLC and recorded in the office of the Yellowstone County Clerk and Recorder. Upon recordation of such assignment, consent of King Heights, LLC 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 15 day of August, 2006.

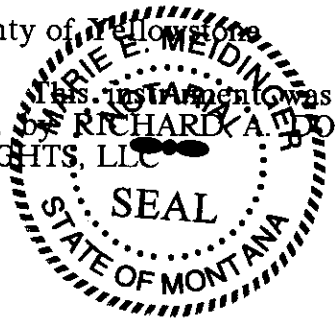
KING HEIGHTS, LLC

By: Richard A. Dorn  
Richard A. Dorn for  
Dorn Property LLC, Member

By: J. J.  
Jeff Junkert for  
East Bench Properties, LLC, Member

STATE OF MONTANA )  
County of Yellowstone )  
: ss.

This instrument was acknowledged before me on August 15, 2006, by RICHARD A. DORN for DORN PROPERTY LLC, Member of KING HEIGHTS, LLC



Marie E. Meidinger  
Marie E. Meidinger  
(print or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires 12-28-2007

(SEAL)



Yellowstone County

RES

56.00

STATE OF MONTANA )  
 )  
County of Yellowstone )  
 : ss.

This instrument was acknowledged before me on August 15,  
2006, by JEFF JUNKERT for EAST BENCH PROPERTIES, LLC, Member of  
KING HEIGHTS, LLC

Marie E. Meidinger  
MARIE E. MEIDINGER  
(print or type name of notary)

Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires 12-28-2007

