

59777

**BEAVER RIDGE ESTATE  
PROTECTIVE COVENANTS  
SECOND FILING**

WHEREAS S. GARLAND, INC., A NEVADA CORPORATION, is the OWNER and DEVELOPER of certain lands in Sections 22, 23, 24, and 26, Township 14 N, Range 21 East MPM.

The real property described above is subjected to the conditions, covenants, restrictions and reservations declared herein to insure the best use, development and improvement of each building site thereof, to protect the owners of building sites against improper use of surrounding building sites as will depreciate the value of their property; to preserve insofar as practicable, the natural beauty of such property, to guard against the erection thereon of poorly designed structures and structures built of improper or unsuitable materials, to insure the highest and best development of said property; to encourage and secure the erection of attractive dwellings thereon, appropriately located on said building sites. Said protective covenants, conditions, reservations and requirements shall run with the land and be made a part hereof.

1. Land Use

A one single-family dwelling, including barns and outbuildings, shall be permitted on any one numbered lot in the subdivision. Re-subdivision is expressly prohibited.

2. Building Type

Building types and purposes shall be governed by at that time applicable Federal, State or Local laws restricting and defining use and any regulations promulgated thereunder; provided, however, no buildings shall be erected or placed on said premises except a residence, appurtenant garage and outbuildings.

3. Dwelling Sites

No dwelling shall be erected on any lot or parcel unless it shall have a minimum fully enclosed habitable floor area, devoted to living purposes exclusive of porches, balconies, terraces, and garages of 900 square feet.

4      Setback Requirements

All structures shall be located at least 100 feet from the center line of any public street or roadway and 50 feet from any property line.

5      Continuity of Construction

All structures contracted shall be prosecuted diligently to completion and shall be completed within twelve (12) months from date of commencement.

6      Easements, Rights of Way

Easements and Right-of-Way for installation and maintenance of utilities, drainage facilities, roads and other reserved areas, are and will be reserved as shown on the recorded map and plat of the subdivision. No fence, wall, hedge, barrier or other improvements shall be erected or maintained along, on, across or within the area reserved for easements and rights-of-way. The easement area of each site and all improvements in it shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible.

7      Water and Sanitation

All structures erected, altered, placed or permitted on any lot shall be provided with at least one (1) kitchen sink and one (1) flush toilet to be installed inside one (1) structure, a water well or other adequate water supply and an approved sewage disposal system which meets all applicable regulations and requirements of the Fergus County Sanitarian, State Health Department and Water Pollution Control Commission, or other applicable government agencies, whether Federal, State, or Local. No outside toilet shall be allowed on any lot. All wells located within this subdivision shall be used solely for household purposes and single family dwellings.

8 Garbage and Refuse Disposal, Weed Management

No site shall be used or maintained as a dumping ground for rubbish, trash, garbage, refuse or obnoxious or offensive material. Garbage shall not be permitted to accumulate on any site. Each resident shall be responsible for periodic removal of his garbage at sufficient intervals so that no site shall become unsightly. All property owners must consult local weed district supervisor prior to construction for suitable counter-measures for effective weed control.

9. Landscape Improvement

All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses except where such areas are to be improved by the construction of gardens, lawns and exterior living areas.

10. Trees and Undergrowth

No trees shall be cut or removed in Beaver Ridge subdivision.

11. Parking

All lots shall have one hundred percent (100%) off-street parking for all occupants and all persons using said lots.

12. Temporary Structures

No temporary structure, excavation, basement, trailer or tent shall be permitted in the subdivision.

13. Signs

No billboards, sign board (except reasonable signs for sale of site and owner identification signs), or unsightly objects of any kind shall be maintained or permitted on said premises.

14. Nuisance

No activity which may be or may become an annoyance or a nuisance to the neighborhood shall be carried on upon any building site, or in any dwelling or appurtenant structure erected thereon, or in any other building or structure appurtenant thereto.

15. Fire Prevention

Spark arresters shall be installed in or on all chimneys. All heating systems shall be installed in accordance with the Board of Fire Underwriter specifications. All electrical wiring shall be installed and meet the Board of Fire Underwriter specifications. Open fires for the burning of brush and dead timber shall be prohibited except with the prior written approval of the local government agency. The County has adopted wild land fire protection guidelines. All property owners should make every effort to follow their guidelines.

16. Tanks

Any tank for use in connection with any residence or building on the lots, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting to conceal them from neighboring lots and streets.

17. Safety - Emergency Response

Driving of vehicles and riding of horses upon any of the easements or reserved areas or roads as shown on the recorded map and plat of the subdivision shall be done in a reasonable manner so as not to constitute an annoyance or nuisance in the neighborhood. Motor vehicles shall be operated at 15 miles per hour maximum or as posted on any of the roads of premises within said subdivision. This is a remote location. All buyers should be aware that the remote location may affect emergency response times.

18. Oil and Mining Operations

No drilling for oil, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or parcel.

19. Roads

Roads providing access to the lots in the subdivision are as shown on the recorded map and plat of said property. Any private roads and driveways shall be constructed and maintained by the lot owner and such private roads and driveways shall be constructed with proper drainage and culverts. Snow removal on any private road and driveway upon any lot shall be done in such a manner so that the roads as shown on the recorded map and plat of said property shall not be blocked or the drainage impaired.

20 Enforcement

Enforcement of these covenants shall be by proceedings at law or in equity against any persons violating or attempting to violate these covenants, either to restrain the violator or to recover damages or both. Said proceedings may be initiated and prosecuted by any person owning an interest in property situate within the boundaries of the subdivision.

21 Severability

Each and every covenant, restriction, reservations, servitude contained herein shall be considered to be an independent and separate covenant and in the event that any one or more of such covenants, restrictions, reservations and servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations and servitudes, shall nevertheless remain in full force and effect.

22 Duration

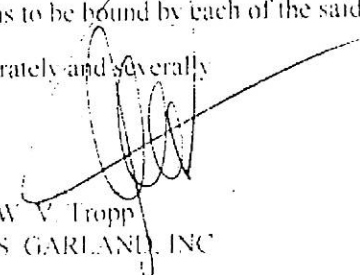
The provisions of these protective covenants are to run with the land shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the recorded date, after which time said protective covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to terminate said covenants or change them in whole or in part.

23 Amendment

With the exception of paragraph 1 and the last sentence paragraph 7 above, the provisions of these protective covenants may be amended at any time hereafter by an instrument providing for the same, duly executed by the owners of seventy-five percent (75%) of the lots within the subdivision. Each lot shall be given equal weight in determining whether or not said amendment has been approved, regardless of the size of the lot or the number of owners of a lot, provided that if a lot is owned by more than one person, each of said persons must execute said Agreement.

24. Covenants and Restrictions to Run with the Land

All covenants, restrictions, reservations and servitudes set forth herein, shall run with the land and any grantee by acceptance of a deed to any of the land situate within Beaver Ridge Estates accepts the same subject to such covenants, restrictions, reservations and servitudes and agrees for himself, his heirs, administrators, grantees and assigns to be bound by each of the said covenants, restrictions, reservations and servitudes, jointly, separately and severally.

  
W. V. Tropp  
S. GARLAND, INC


State of California: \_\_\_\_\_  
County of Orange: \_\_\_\_\_

On \_\_\_\_\_, 2001, before me \_\_\_\_\_, Notary Public, personally appeared W. V. TROPP, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Notary Public Signature



State of Montana  
County of Fergus  
Filed for record \_\_\_\_\_ at 9:30  
o'clock \_\_\_\_\_ m. and duly recorded in  
Volume 37 of Misc Rec page 536  
records of Fergus County, Montana  
Lally A. Heston  
County Clerk and Recorder  
By   
Fee Paid 36.00 De. uty

59779

**BEAVER RIDGE ESTATES SUBDIVISION SECOND FILING  
DECLARATION OF ESTABLISHMENT OF CONDITIONS,  
PROPERTY AND RESTRICTIONS AFFECTING REAL PROPERTY**

Each purchaser of a lot in the tract covered by these restrictions by acceptance of the deed covering said property and/or by the execution of a contract of purchase covering a portion of said property, does automatically become a member of the Road Maintenance Association, an unincorporated association, which association has been formed for the repair and maintenance of the roads and streets abutting and or traversing Beaver Ridge Estates, Fergus County, Montana, except such roach which the Association has agreed to maintain, if any. Said Association shall be operated and managed according to the following provisions:

1. S. Garland, Inc., as Owner and Developer of this subdivision, shall manage the Association until such time that 51% of the lots in said tract have been sold.
2. Between June 15<sup>th</sup> and June 30<sup>th</sup> of each year, commencing with the year 1996, a meeting of all members of the Association shall be held and each member shall be given notice of said meeting by Certified or Registered mail, at least fifteen (15) days prior to the date of said meeting. Said first meeting shall be held within thirty (30) days after sale of 51% of the lots, if said date is earlier than June 15<sup>th</sup>.
3. The members, at said Annual Meeting, shall elect a Board of Directors of five (5) of its members who shall be charged with the management of the Association affairs for the coming year. Directors so elected shall serve for one (1) year and until their successors are elected. Members may attend in person or by proxy, and a quorum shall be deemed to exist if 35% of the voting power is represented. The owner of each lot shall be entitled to one (1) membership and to one (1) vote, but each said owner shall be entitled to cumulate his votes in any election for a Director of the Association. In the event any lot is owned by more than one (1) person, all owners collectively shall constitute one (1) membership and shall be entitled to one (1) vote. A majority of the members present in person or by proxy and voting at a duly authorized meeting shall prevail on all issues voted upon at a members' meeting except as otherwise provided in these restrictions.
4. A majority of the Directors as herein provided shall be necessary to constitute a quorum for the transaction of business, and the action of a majority of the Directors present at any meeting at which there is a quorum when duly assembled is valid for any Association act, authorized under Paragraph (7) hereof.
5. An assessment on the abutting property owner for the repair and maintenance of the private roads or streets traversing or abutting Beaver Ridge Estates may be made by a majority of the members present at any duly called meeting of the Association at which a quorum is present in person or by proxy. A majority of the members so voting at a duly called and held meeting shall be empowered to dedicate such private roads or street to any governmental body authorized to accept same. All assessments made by the Association shall be equal as to each lot.

**BEAVER RIDGE ESTATES  
DECLARATION OF ESTABLISHMENT OF CONDITIONS,  
PROPERTY AND RESTRICTIONS AFFECTING REAL PROPERTY**

6. Notwithstanding anything to the contrary herein contained, the provisions set forth in this Declaration can be modified, amended or revoked by a Declaration filed for record in the office of the County Recorder, Fergus County, Montana, providing said amendment, modification or revocation has been approved by a vote or written consent of the holders of 75% of the voting power of the Association.

7. The Board of Directors of the Association shall have the following duties and powers:

a. It shall cause an independent audit of the Association's books and records to be made annually for any year in which the Association collects any assessment or expends any moneys, and a copy of said audit shall be mailed to each member of the Association within 30 days after its completion and within 120 days after the end of the fiscal year.

b. It may delegate any of its powers to any of its members, or to any agents engaged by it

c. It may enter, or authorize a representative to enter portions of the property as may be necessary in connection with its responsibilities for management or maintenance.

d. It may contract for and/or pay for maintenance utilities, materials, supplies, services and personnel necessary for the operation of the project, taxes and assessments which may become a lien on the entire project, or the common area, and the reconstruction of portions of the tract which may be rebuilt after the damage or destruction.

e. The power to enforce the provisions of this Declaration of Restrictions.

8. Any assessment made by the members of the Association, in the manner set forth above, if not fully paid by the date set forth by the members of the Association shall, together with interest at the rate of 7% per annum from such due date, together with costs of collection, including reasonable attorneys' fees and costs as determined by court order, become and be a lien upon and enforceable by the Association against the owner of the parcel who failed to make said payment.

9. The Developer of the Trace covered by this Declaration, has agreed that it will pay its share of all maintenance costs and all assessments that are levied against all lots in which it still retains a beneficial ownership in the same manner as said costs are to be borne or said assessments are to be made against the lots in which the beneficial interest has been transferred.



**BEAVER RIDGE ESTATES SUBDIVISION SECOND FILING  
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These Conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until twenty (20) years from the date thereof, at which time said Conditions shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said property, it is agreed to change said Conditions in whole or in part.

Provided, further, that if any paragraph, sentence, or other portion of said conditions herein contained shall be or become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000

By \_\_\_\_\_

STATE OF CALIFORNIA

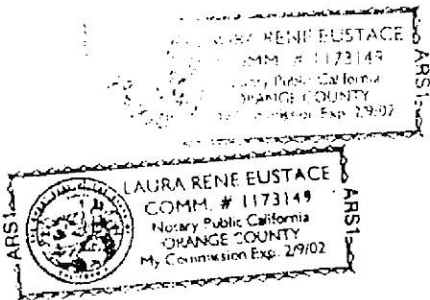
COUNTY OF ORANGE

Laura Rene Eustace

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_ personally known to me (or proved to me personally appeared W. V. Cropp on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Laura Rene Eustace  
Notary Public of the State of California



State of Montana  
County of Fergus  
Filed for record \_\_\_\_\_ at 9:30  
o'clock 0 m. and duly recorded in  
Volume 37 of Mix Rec. page 537  
records of Fergus County, Montana  
Lally A. Hubbard  
County Clerk and Recorder  
By Andrea B. Howells  
Fees Paid \$12.00 Dues, City \_\_\_\_\_

59780

HOMEOWNERS ASSOCIATION

BEAVER RIDGE ESTATES

SECOND FILING

COMES NOW the undersigned, S. GARLAND INC., a Corporation of Nevada, owner of land described as Beaver Ridge Estates Subdivision, and does hereby, for the orderly development of said subdivision and for the convenience and betterment of future owners of the lots of said subdivision, create a Homeowners Association on the following terms and conditions:

The filed Plat on the above mentioned subdivision shows access roads only and do not indicate such road as being "public" dedicated roads. These roads shall remain private roads for the use of the subdivision owners, their guests and permittees including, when necessary in the performance of their duties public officials and employees and volunteers engaged in the preservation and maintenance of life, health, property, and the conservation of fauna and flora.

Maintenance and improvement of any such roads shall be the responsibility solely of the Beaver Ridge Estates Property Owners Association. The undersigned developer and initial owner shall have no responsibility with respect to any such roads, except as owner of any and all unsold lots in this subdivision. The Developer and initial owner shall construct roads per the county road standards leading to the vicinity, and along streets as shown on subdivision plat, to each lot. The opening of access lanes from each lot to these roads shall be the responsibility of each lot owner. The developer and initial owner shall maintain the primary roads, as necessary, until 50% of all lots are sold.

Property owners will be required to control and eliminate all noxious weeds, as described by Fergus County, on their lot. Weed control must conform with approved County methods.

By acquisition of title to the lot in this subdivision or a contract to purchase the same, the owner or owners thereof, shall become members of this Association and concurrently acquire, as an appurtenance, the privilege to use, in common with the owners of the other lots, all that portion of the access available over roads to the lots shown on the plat

The Association shall be organized for the sole purpose of maintaining the roads, providing snow removal, if necessary, and holding title to the said common-use area for the use and benefit of the Owners of the individual lots

Nothing in this Homeowners Association Agreement shall be construed as preventing the Association from petitioning the County to accepting these roads as dedicated County roads

DATED this 17th day of July, 2000

By \_\_\_\_\_

State of California )  
                                  ) ss  
County of Orange )

On \_\_\_\_\_, 2000, before me Laura Rene Eustace, Notary Public, personally appeared W. V. Tropp, personally known to me (proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal

*Laura Rene Eustace*  
Notary Public

Official Seal



State of Montana  
County of Fergus  
Filed for record \_\_\_\_\_ at \_\_\_\_\_ 9:50  
o'clock \_\_\_\_\_ m. and duly recorded in  
Volume 37 of Misc. Rec. page 538  
records of Fergus County, Montana  
*Larry A. Stewart*  
County Clerk and Recorder  
*Landra D. Howell*  
Fee Paid \_\_\_\_\_ \$12.00 \_\_\_\_\_ De, uty

59780