

Belgrade Gardens II HOA
PO Box 1228
Belgrade MT
59714

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Belgrade MT 59714

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Charlotte Mills - Gallatin County, MT MISC



GRANT OF RESTRICTIVE COVENANT

COMES NOW, the Board of Directors of the Belgrade Property Owners' Association of the Belgrade Gardens Subdivision Phase II ("Covenantee") of P.O. Box 1228, Belgrade, Montana 59714, and Bailey Enterprises of Montana, LLC ("Covenantor") of P.O. Box 254, Belgrade, Montana 59714, hereby mutually agree to place the following restrictive covenants on property owned by Covenantor in Gallatin County, Montana:

1. Covenantee represents the lot owners of the following described real property, to-wit:

Belgrade Gardens Subdivision, Phase 2, located in the NE1/4, SE1/4, and NW1/4 of Section 34, Township 1 North, Range 4 East, P.M.M., on record in the office of the County Clerk and Recorder, Gallatin County, Montana.

2. Covenantor is the owners of the following described real property, to-wit:

All that part of the E1/2 of Section 34, Township 1 North, Range 4 East, M.P.M. Gallatin County, Montana, lying north of the Northern Pacific Railway's right-of-way of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

WHEREAS, Covenantee desires to allow Covenantor ingress and egress to Covenantor's real property over the common roads of the Belgrade Gardens Subdivision Phase II with certain restrictions;

WHEREAS, upon two-thirds of the votes of the owners of lots within the Belgrade Gardens Subdivision Phase II having approved the Board of Director's to enter into this written grant of restrictive covenant; and

WHEREAS, Covenantor desires ingress and egress to their real property over the common roads of the Belgrade Gardens Subdivision Phase II with certain restrictive covenants on their real property.

NOW, THEREFORE, for adequate and valuable consideration, Covenantee and Covenantor covenant as follows:

1. Personal Use. Covenantor shall limit ingress and egress over the common roads to use of up to two single-family dwelling units for Covenantor, and family, guests, and invitees of Covenantor.

Exhibit 1

2. Traffic. Covenantor shall not nor allow use of the common roads for ingress and egress of construction vehicles, heavy equipment, machinery, nor commercial vehicle traffic.
3. Non-Commercial. Covenantor shall not nor allow use of the common roads for purposes of commercial operations on Covenantor's real property nor shall construction vehicles, heavy equipment, machinery, nor commercial vehicles be stored on said property.
4. Subdivisions. Covenantor shall not nor allow use of the common roads for real property subdivision purposes.
5. Assessments. In consideration of the Covenantor's improvement, repair, maintenance and snow removal of the common roads, Covenantor shall pay a \$200 annual assessments when due which may be increased by not more than 10% each year above the maximum assessment for the previous year. Assessments not paid within thirty (30) days of the assessment shall bear interest at 12% per annum and shall become a lien on Covenantor's real property.
6. Agriculture/Ranching. In the event Covenantor may keep, store, graze or otherwise maintain livestock, including, but not limited to, cattle, horses, sheep, goats, chickens, *etc.*, Covenantor shall install fencing or other control measures to prevent such livestock from entering upon the land of the lot owners and septic drain field of the Belgrade Gardens Subdivision Phase II.
7. Septic Easement. Covenantor shall construct a fence with an access gate along the entire perimeter of the Belgrade Garden Subdivision Phase II's septic drain field of record in the office of the County Clerk and Recorder, Gallatin County, Montana, Document No 2051513. The gate shall be of sufficient width to allow a backhoe ingress and egress for purposes of maintenance of the drain field. Covenantor shall not cultivate crops nor permit livestock on the area comprising the drain field.
7. Term. The term of this grant of restrictive covenant shall be perpetual, subject to deletion, amendment or termination of any or all of this covenant by unanimous written consent of the parties to this agreement.
8. Enforcement. Enforcement of this grant of restrictive covenant shall be by proceedings either at law or in equity against any person, persons or entities violating or attempting to violate the terms of this covenant. In the event of such enforcement, the prevailing party shall be entitled to costs and reasonable attorney fees to be set by the court. Failure to enforce the terms of this covenant shall not be deemed a waiver or in any way prejudice the rights to later enforce the terms.
9. Binding Terms. It is further agreed that the grant of this restrictive covenant set forth in this agreement shall run with the land and bind the present owners, their heirs and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to this agreement, his heirs and assigns, to conform to the covenants, promises, and restrictions as to the use of the above described real property and the improvements thereon. The restrictions contained herein concerning the use of the above

described real property and the improvements thereon cannot be changed without the unanimous written consent of all of the parties to this agreement, their heirs and assigns, said consent to be duly acknowledged and recorded in the office of the Clerk and Recorder of Gallatin County, Montana.

DATED this 5 day of May, 2017.

Belgrad Gardens Subdivision Phase II
By: Donald Heck,
President of the Belgrade Gardens
Subdivision Phase II HOA,
Covenantant

[Signature], member MT
Joe Bailey
Member Bailey Enterprises of Montana, LLC,
Covenantor

[Signature], member MT
Michelle C. Franks,
Member Bailey Enterprises of Montana, LLC,
Covenantor

STATE OF MONTANA)
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County of Gallatin)

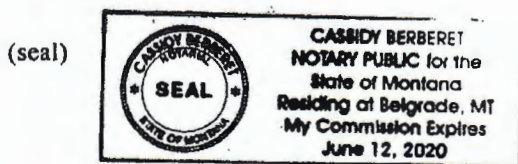
On this 5 day of May, 2017, before me, a Notary Public in and for said state, Donald Heck As personally appeared before me, known to me to the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.
President of Belgrad Gardens.
DH

[Signature]
Signature of Notary Public of the
State of Montana

Cassidy Berberet
Printed name

Residing at: Belgrade MT

Commission expires: 6-12-20



STATE OF MONTANA)
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County of Gallatin)

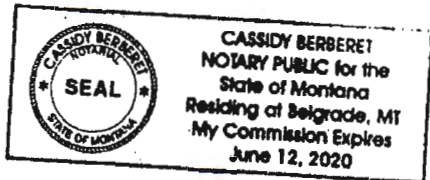
On this 5 day of May, 2017, before me, a Notary Public in and for said state, Joe Bailey and Michelle C. Franks personally appeared before me, known to me to the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

as members Bailey Enterprises of Montana LLC

Cassidy Berberet

Signature of Notary Public of the State of Montana

(seal)



Cassidy Berberet
Printed name

Residing at: Belgrade MT

Commission expires: 6-12-20