

Return to: Ridgewood Property Owners Assoc.
49 Pike St
Bigfork MT 59911

475629

Ridgewood Property Owners Association
Sterling Estates

Ballot Certification
For Covenant Amendments presented as attached in year 2006

This is to certify that the attached covenant amendments and ballots:

- were mailed to all property owners of record of the Sterling Estates, Ridgewood Property Owners Association of Lake County, Montana.
- The number of ballots/owners of record is sixty-six (66).
- The number of eligible voters, according to the covenants upon the date of mailing, September 30, 2006, was 66.
- The ballots were opened on (date) Nov 1, 2006 in the presence of Raymond Dominick, association president, and Karen White, association secretary.

- The vote tally was:

○ YES 35
○ NO 1

STATE OF MONTANA, COUNTY OF LAKE

Recorded At 4:30 o'clock P M DEC 2 1 2006
Microfilm 475629 B. Hedges Recorder
Fees \$ 44.00 By Deputy

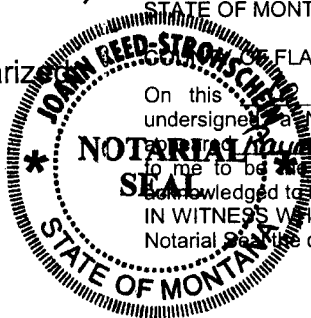
The aforementioned persons do thus certify this ballot vote, and if passed by the majority of the voters in accordance with the covenants, do hereby submit these amendments to the covenants to the Lake County Clerk & Recorder and announce same to the members of the association.

Signed: [Signature] 11-1-06
Name Date

[Signature] 11/6/06

Notarized by: JOHN REED-STROHSCHNEIDER (ss)
STATE OF MONTANA, COUNTY OF FLATHEAD)

On this 11 day of November, 2006, before me, the undersigned a Notary Public for the State of Montana personally known to me to be the person(s) who executed the within instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this day and year in this certificate last above written.



John Reed-Strohschneider
Notary Public for the State of Montana
Residing at BIGFORK
My commission expires on 06/01/2009

**BALLOT FOR FOURTH AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS FOR
STERLING ESTATES (RIDGEWOOD)**

This Amendment to the Declaration of Restrictive Covenants for Sterling Estates, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of Lake County, Montana, is executed and recorded for the purpose of amending the Declaration of Restrictive Covenants recorded October 27, 1977, under Microfile No. 237595, Amendment recorded July 21, 1980, as Microfile No. 255997, Second Amendment recorded on April 14, 1992, as Microfile No. 337558, and Third Amendment recorded August 22, 1997, as Microfile No. 384044, records of the Clerk and Recorder of Lake County, Montana.

First Amendment. Paragraph VI(2)(a) is amended and replaced by the following language:

"Association" shall mean the Ridgewood Estates Property Owners Association, Inc., formerly known as the Sterling Estates Owner's Association.

Second Amendment. Paragraph VI(2)(e) is amended and replaced by the following language.

"Architectural Control Committee" shall mean a committee of two owners who shall be elected by a majority of those owners present at an annual meeting of members.

Third Amendment. The following language is stricken from Paragraph VI(20):

A majority of the existing owners of lots shall appoint a committee of two to serve one year terms on the Architectural Control Committee. To serve on the Architectural Control Committee an individual must be the owner or contract purchaser of at least one lot of the RIDGEWOOD ESTATES.

A handwritten signature in black ink, appearing to be "R. D. ...", is located in the bottom right corner of the page.

Fourth Amendment. A new paragraph VI(22) is added as follows:

Members of the Architectural Control Committee shall be elected in accordance with the bylaws of the Association and the filling of vacancies and removal of members shall be the same as stipulated for the directors of the Association.

Fifth Amendment. A new paragraph VI(23) is added as follows:

While understanding the Architectural Control Committee is empowered to make decisions relating to the appearance and design of all properties and landscaping within the subdivision, its decisions may be appealed to the Association Board of Directors. The Architectural Control Committee shall function as a committee of the Board of Directors. Furthermore, the Committee is bound to follow the covenants, requirements and restrictions of the properties and shall provide a report to the board of directors of all actions and activity at each meeting of the Board of Directors.

Sixth Amendment. Paragraph I(2) is amended and replaced by the following language:

Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect unless an instrument in writing is duly acknowledged and recorded in the office of the Clerk and Recorder of Lake County, Montana, stating an amendment has been made by the then record owners of a majority of the Lots described in the said Sterling Estates. The Association's president and secretary shall both sign such an instrument and swear or affirm that the owners of a majority of lots affirmatively voted by paper ballots in favor of the amendments set forth in the ballots and in the instrument. Each lot to which these covenants and amendments thereto may apply shall, for the purpose of determining a majority, be counted as one single ownership, and regardless of the number of co-owners or joint owners of any individual lot, such ownership shall be entitled to be counted but once in determining said majority. The covenants and restrictions

A handwritten signature in black ink, appearing to be "A. J. [unclear]", is located at the bottom right of the page.

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shall not be waived, altered, abandoned, terminated, or amended in whole or in part except by review of the planning board and approval by the governing body.

Certification Approved
Planning Director Sue Shannon 12/21/06

[Handwritten signature]

THIRD AMENDMENT TO DECLARATION

Of

RESTRICTIVE COVENANTS FOR STERLING ESTATES

THIS AMENDMENT to the Declaration of Restrictive Covenants for Sterling Estates, bearing the vote from the majority of the lot owners in Sterling Estates, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of Lake County, Montana, is executed and recorded for the purpose of amending the Declaration of Restrictive Covenants recorded October 27, 1977, under Microfilm No. 237595, 255997, 337558, records of the Clerk and Recorder of Lake County, Montana.

The Amendment made hereby is as follows:

Paragraph 13 of Article VI of the original Declaration is amended and replaced with:

13. No principal dwelling house shall have less than 1400 square feet, excluding below grade, with a minimum of 1000 square feet on the first level, exclusive of open porches or pergolas, shall be erected, permitted or maintained on any of said lots. Dwelling must have an attached two car garage.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates indicated for the purpose of effecting such amendment.

RIDGEWOOD PROPERTY OWNERS ASSOCIATION
(STERLING ESTATES)

Dated: August 5, 1997

Robert White

Robert White, Registered agent for Corporation

STATE OF MONTANA, COUNTY OF LAKE
Recorded At 4:17 O'Clock P. M. AUG 22 1997
Microfilm 384044 RUTH E. HODGES
Fees \$ 6.00 By Judith J. [Signature] Deputy

Lake County
Commissioners

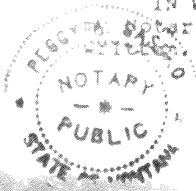
Dave [Signature]
Barry Baker

THIRD AMENDMENT TO
DECLARATION OF
RESTRICTIVE COVENANTS
STERLING ESTATES

STATE OF Montana
County of Flathead

On this 5th day of August, 1997, before me,
the undersigned, a Notary Public for the State of Montana,
personally appeared Robert John White
known to me to be the person (s) who executed the within instrument
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
Notarial Seal the day and year in this certificate last above



[Signature]
Notary Public for the State of Montana
Residing at: Bigfork
My commission expires: 4-21-01

Return: Marge Grandal, 438 West 90th Dr.
Bigfork MT 59911

SECOND AMENDMENT TO DECLARATION

of

RESTRICTIVE COVENANTS FOR STERLING ESTATES

THIS AMENDMENT to the Declaration of Restrictive Covenants for Sterling Estates, bearing the signature of the owner of a majority of the lots described in the Sterling Estates, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of Lake County, Montana, is executed and recorded for the purpose of amending the Declaration of Restrictive Covenants recorded October 27, 1977, under Microfilm No. 237595, records of the Clerk and Recorder of Lake County, Montana, as such declaration was amended by the Amendment to Declaration of Restrictive Covenants for Sterling Estates recorded July 21, 1980, under Microfilm No. 255997, records of the Clerk and Recorder of Lake County, Montana.

The amendment made hereby is as follows:

Paragraph 6 of Article VI of the original Declaration is amended by the addition of two sentences so that the paragraph reads:

"6. No dwelling or structure, or any portion thereof, shall be situated nearer than fifteen (15) feet from any other boundary of any of said lots. The Architectural Committee shall have the authority to waive the setback requirement in appropriate cases, such as for the purpose of providing for a preferred site location on the home or to help maintain views from existing homes. In no instance shall the separation between homes be less than twenty (20) feet."

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates indicated for the purpose of effecting such amendment.

THE LANDFALL COMPANY

Dated: April 9, 1992

by

M. H. Felt
President

Attest:

Stephen M. Felt
Secretary VICE PRESIDENT

(Seal)

Approved: Lake County Commissioners

[Signature], Commissioner

[Signature], Commissioner

[Signature], Commissioner

STATE OF MONTANA, COUNTY OF LAKE

Recorded At: 1:40 O'Clock P M. APR 14 '92

Microfilm 337558 JOHN E. HODGES Recorder

Page 60 By Judy Ann Green Clerk

Return:

Stephen Felt

PO Box 646

Bigfork MT 59911

AMENDMENT TO DECLARATION
of
RESTRICTIVE COVENANTS FOR STERLING ESTATES

THIS AMENDMENT to Declaration of Restrictive Covenants for Sterling Estates, bearing the signature of the owner of a majority of the lots described in the Sterling Estates, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of Lake County, State of Montana, is executed and recorded for the purpose of amending the Declaration of Restrictive Covenants recorded October 27, 1977, under Microfilm No. 237595, records of the Clerk and Recorder of Lake County, Montana.

The Amendments hereto are as follows:

AMENDMENT 1:

OWNERSHIP CHANGE: The ownership of the above-described estates has been conveyed from STERLING W. HARDY and NORMA J. HARDY, husband and wife, of Bigfork, Montana, to M. K. Felt, of Bigfork, Montana.

AMENDMENT 2:

ARCHITECTURAL CONTROL COMMITTEE:

- a. A new Paragraph VI 2(e) is added as follows:
"Architectural Control Committee" shall mean a committee of two persons appointed by the majority of lot owners to review building plans proposed by lot owners.
- b. A new paragraph VI 20 is added as follows:

Architectural Control. No structure or improvement shall be erected, placed, altered, maintained or permitted to remain on any land subject to these covenants unless drawings and specifications showing such structure or improvement in reasonable detail and signed by an owner of record of the lot sites of the structure or improvement have been submitted to and approved by the Architectural Control Committee hereinafter established.

Drawings shall include a plot plan showing location of proposed structure on lot and dimensional sketches showing at least two elevations and a plan view. Architects or builders drawings shall be submitted if available. Specifications shall describe types of construction and materials to be used. Approval shall be based, among other things, on conformity and harmony of external design with neighboring structures, the effect of location and use of improvements on neighboring sites, relation of finished ground elevations of the site being improved to that of neighboring sites, and conformity of the plans and specifications to the purpose and general plan and intent of these covenants. If the committee fails either to approve or disapprove, in writing, such plans and specifications within sixty (60) days after the same have been delivered and receipted for in writing, said plans and specifications shall be deemed approved.

کتابخانه عمومی

PENALTY CLAUSE: A new paragraph VI 21 is added as follows:
If any lot owner should be found, by a court of law to have violated any of these covenants, he shall pay a penalty of TWENTY AND NO/100 DOLLARS (\$20.00) for every day he was in violation of said covenants, plus reasonable attorney's fees and court costs.

Words imparting a particular number or gender shall include the other number and gender, and the contents of the document shall be read accordingly when the facts require it.

A circular diagram showing the distribution of 1000 respondents by age group. The circle is divided into segments representing different age ranges: 18-24, 25-34, 35-44, 45-54, 55-64, 65-74, 75-84, and 85+. The segments are labeled with their respective percentages of the total respondents.

M. K. FELT, PRESIDENT
Mountain States Insurance Company

On this 17 day of April, 1980, before me, the undersigned Notary Public for the State of Montana, personally appeared M. K. FELT, known to me to be the President of Mountain States Insurance Company, the Corporation that executed the within instrument, and acknowledged to me that he executed the same.

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A. D. D. - 1000
in Bailey

STATE OF MONTANA, COUNTY OF LAKE
 RECORDED AT Big Lake JUL 21 '80
 MICROFILM 33337 LITEL M. HARDING RECORDER
 FILE 400 BY Harold W. Wilson DEP

STERLING ESTATES

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, STERLING W. HARDY and NORMA J. HARDY, husband and wife, of Bigfork, Montana, owners of the following described real property, to-wit:

STERLING ESTATES, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of LAKE County, Montana,

do hereby declare that the following restrictive covenants shall become a title condition relative to the said property for the use, protection, and enjoyment of the declarants herein, their heirs, successors and assigns, and for the present and future owners of said real property, their heirs, successors and assigns, and said restrictive covenants are covenants running with the land and the lots and tracts therein hereinbefore described.

It is the intent of the declarants that these covenants shall enhance and protect said real property, the value thereof, its desirability and attractiveness.

1.

STATEMENT OF POLICIES

Said property is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between them and several owners and purchasers of said property as between themselves and their heirs, successors and assigns.

1. All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot to which these covenants and amendments may apply, and shall be intended to create mutual and equitable servitude upon each of said lots in favor of each other lot, and to create reciprocal rights and obligations between the respective owners of all of the lots of which these covenants and amendments may apply, and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each of said lots, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots.

2. Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect unless an instrument in writing is duly acknowledged and recorded in the office of the Clerk and Recorder of Lake County, Montana, stating an amendment has been made by the then record owners of a majority of the lots described in the said Sterling Estates; each lot to which these covenants and amendments thereto may apply shall, for the purpose of determining a majority, be counted as one single ownership, and regardless of the number of co-owners or joint owners of any individual lot, such ownership shall be entitled to be counted but once in determining said majority. The covenants and restrictions shall not be waived, altered, abandoned, terminated, or amended in whole or in part except by review of the planning board and approval by the governing body.

II.

BINDING EFFECT

All purchasers of said property shall, by acceptance of contracts or deeds for any lot or lots to which these covenants and amendments may apply, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein; and any person who shall succeed in any manner to any interest therein by inheritance, decree or operation of law shall be bound thereby.

III.

VALIDITY

It is expressly agreed that in the event any covenant or condition or restriction herein contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any remaining covenant, condition or restriction.

IV.

EFFECT OF LIENS

All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages and/or deeds of trust now or hereafter executed covering said real property shown on said map, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; but it is distinctly understood and agreed that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, his heirs or successors or assigns, shall hold any and all property so purchased subject to all the restrictions, covenants, conditions, agreements and other provisions of this declaration.

V.

REMEDIES

The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. Such remedy shall be deemed cumulative and not exclusive.

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Such remedy shall be available to each lot owner and shall include but not be limited to the right to seek from the appropriate court injunctions, restraining orders, other appropriate writs and judgments or decrees awarding damages or other suitable remedies.

VI.

GENERAL PROVISIONS

1. The above described property, and all lots therein to which these covenants and amendments apply, shall not be in any manner subdivided or resubdivided.

2. Definitions:

a. "Association" shall mean the Sterling Estates Owner's Association, its successors and assigns.

b. "Owner" shall mean the record owner of a fee simple title to any lot which is a part of the properties and shall also include contract buyers.

c. "Properties" shall mean that certain real property described hereinabove and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

d. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The reservation of the common area is perpetual.

3. All construction will be in conformity with the uniform building codes. The same shall further comply with all federal, state, and county requirements, including but not limited to the laws of the State of Montana and the regulations of Montana State Board of Health pertaining to the installation and maintenance of septic sewer systems, water wells and related facilities, and all such laws and regulations must be complied with in every respect concerning any construction upon said premises.

4. Only one single family facility, together with a private garage, guest house and accessory buildings, may be located on each lot in the above-described premises, except Lot 1, which may be used for a commercial use if it is in compliance with all applicable State and local laws, regulations and ordinances at the time of development.

5. No portion of such premises shall be used in any manner for commercial or industrial purposes, except Lot 1, rental for the purpose of single family residential living of the dwelling situate upon any of said lots shall not be deemed a commercial or industrial use.

6. No dwelling or structure, or any portion thereof, shall be situated nearer than fifteen (15') feet from any other boundary of any of said lots.

7. No noxious or offensive activities shall be carried on upon said premises, nor anything done thereon that may become an annoyance or nuisance to the neighborhood.

8. No portion of said property shall be used as a dumping ground for rubbish, trash or garbage. Such waste shall be kept in sanitary containers and equipment for storage or disposal of such material shall be kept in a clean sanitary condition.

9. No unsightly materials shall be allowed to accumulate upon the premises so as to impair the attractiveness of the property. Any motor vehicles which remain immobile and not in running condition for a period of one year shall be deemed unsightly and constitute a nuisance.

10. No house trailers or mobile homes, including those known as doublewides, shall be placed on any lot; this restriction shall not, however, prohibit a camping trailer or recreational vehicle for off-lot usage only.

11. Invalidity of any one of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

12. No basements, shacks or garages shall at any time be used for residential purposes. The exterior of all buildings shall be finished with some material suitable for the exterior finishing of a dwelling, and in no event shall any building be finished on the exterior with tar paper or any other form of building paper, or with a form of unsightly metal siding.

13. No principal dwelling house having a ground floor area of less than 1000 square feet, including the walls proper of the house, but exclusive of open porches, pergolas, or attached garage shall be erected, permitted or maintained on any of said lots.

14. The above described premises shall not be used in any manner in violation of any federal, state or local law or regulation. Such premises and any dwelling situate thereon shall be used in the usual manner as a single private dwelling and premises, and not for multiple or communal living or occupancy. The use and occupancy of said premises shall be free of any noxious or offensive activity and free from public or private nuisance.

15. Property Rights: Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

a. The right of the Association to charge reasonable admission and annual maintenance fees for the use of any recreational facility situated upon the Common Area and for the care, maintenance and improvement of the Common Area.

b. The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to.

d. Any owner may delegate in accordance with the Bylaws his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

16. Membership: Every owner of a lot which is subject to assessment for the care and maintenance of the Common Area shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

17. Assessments: The Declarant for each lot owned within the properties by the Declarant hereby covenants and each owner of any lot by acceptance of the deed therefor whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and for the improvement and maintenance of the Common Areas. No special improvements for capital improvements in the Common Area shall be levied unless two thirds (2/3rds) of the members of the Association shall vote for such special assessment. The maximum amount of annual assessments shall be as fixed by the Bylaws of the Association. The Board of Directors shall fix the amount of the annual assessment against each lot not later than May 31 each year. Written notice of the annual assessments shall be sent to every owner subject thereto, and any assessment not paid by July 1 of each year shall bear interest from that date at the rate of six percent (6%) per annum. The Association may bring an action of law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his lot.

18. All lots shall have off-street parking, and parking shall be prohibited on the traveled portion of streets and roadways.

19. No animals shall be permitted except dogs, cats and household pets, which must be kept upon the physical premises of the owners or persons in charge of said animals at all times, leashed or securely fenced and under the control of the owners or persons in charge of said pets.

STATE OF MONTANA, COUNTY OF LAKE
RECORDED AT 11:17 O'CLOCK A.M. OCT 27 77
MICROFILM 237595 EDELL M. HAKLUNG, RECORDER
FEE: \$10.00 BY: Steven R. Wilson DEP.

Sterling W. Hardy
Sterling W. Hardy
Norma J. Hardy
Norma J. Hardy

STATE OF MONTANA,)
County of LAKE.) -ss.

On this 26 day of October, 1977, before me, the undersigned, a Notary Public for the State of Montana, personally appeared STERLING W. HARDY and NORMA J. HARDY, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Charles J. Brining
Notary Public for the State of Montana
Residing at Bozeman, Montana
My Commission expires July 3, 1978