



**BROADWATER COUNTY COMMISSIONERS**  
**515 Broadway, Townsend**  
**Meetings are held at the Flynn Building on 416 Broadway St.**

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments will be taken either in writing before the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

**OFFICIAL agendas are posted in the Courthouse (1<sup>st</sup> floor bulletin board), on our website at [www.broadwatercountymt.com](http://www.broadwatercountymt.com), in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the local MT43 Newspaper**

## **REVISION** (AS OF 2/29/2024)

### Monday, March 4, 2024

**11:00 AM** Working Meeting with Bill Jarocki, County Administrative Officer, regarding projects and deadlines. This will be in the Commission Office

### Tuesday, March 5, 2024

**9:30 AM** Litigation Strategy Meeting - UMWK v. Broadwater County DV 2002-038  
**Public Comment**  
Meeting is Subject to Closure to Discuss Litigation Strategy

**3:00 PM** Working Meeting with Deputy County Attorney, Kay Minor, regarding projects and deadlines.

### Wednesday, March 6, 2024

**10:00 AM** Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over

**10:00 AM** Discussion/Decision, TJ Graveley, Public Works Director, Resolution for the Annual Temporary Limitations of Traffic on Designated Roads in Broadwater County

**10:05 AM** **Discussion/Decision, Rinker Materials Old Town Bridge Procurement Contract**

**10:10 AM** Discussion/Decision, Jessica Bushnell, Noxious Weed and Mosquito Coordinator, Updates for Boards and Departments

**10:15 AM** Discussion/Decision, Nichole Brown, Community Development and Planning Director, Mark Wood Family Transfer Exemption Request

**10:20 AM** Discussion/Decision, Nichole Brown, Community Development and Planning Director, Dykema Boundary Relocation; Amended Plat of the Darlinton Minor Subdivision and Amended Plat of the Rahn Minor Subdivision

**10:30 AM** Discussion/Decision, Nichole Brown, Community Development and Planning Director, Rolling Glen Ranch Estates; Requests an extension of Preliminary Plat to May 31, 2024

**10:35 AM** Discussion/Decision, Nichole Brown, Community Development and Planning Director, Cookson Family Transfer Request; Amended Lazy Hm Estates Tracts 5&6

**1:00 PM**

**Discussion/Decision, Proceed to Draft an Agreement with the Montana Department of Transportation for the Removal of the Toston Bridge**

Items for Discussion / Action / Review / Signature – Consent Agenda

- ✓ Certificate of Survey review
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph, Vice Chairman (406) 266-9270 or (406) 980-2050

Darrel Folkvord, Chairman (406) 266-9272 or (406) 980-1213

Lindsey Richtmyer (406) 266-9271 or (406) 521-0834

E-mail: [commissioners@co.broadwater.mt.us](mailto:commissioners@co.broadwater.mt.us)

*Future Meetings will be held at the Flynn Building (416 Broadway)*

*(Please note: These meeting times/dates may change, please check the county website)*

- *Bill Jarocki, Weekly Meeting with Press/Public Every Monday at 2 PM in his office*
- *Trust Board Meeting on March 12<sup>th</sup> at 11:30 AM*
- *Solid Waste Board Meeting/Public Hearing on March 12<sup>th</sup> at 6 PM*
- *Mental Health LAC on March 13<sup>th</sup> at 2 PM*
- *Fair Board Meeting on March 14<sup>th</sup> at 7 PM*
- *Board of Health Meeting on March 18<sup>th</sup> at 2 PM*
- *County Parks and Rec Board Meeting on March 18<sup>th</sup> at 6 PM*
- *Noxious Weed Board Meeting on March 19<sup>th</sup> at 6 PM*
- *Airport Meeting on March 20<sup>th</sup> at 6 PM*
- *Broadband Meeting on March 28<sup>th</sup> at 4 PM*

***The Commissioners may be attending these board meetings (except the Planning Board)***

**BROADWATER COUNTY COMMISSIONERS**  
DEBI RANDOLPH | DARREL FOLKVORD  
LINDSEY RICHTMYER  
515 Broadway Townsend MT 59644  
[commissioners@co.broadwater.mt.us](mailto:commissioners@co.broadwater.mt.us)

Resolution 2024 - \_\_\_\_\_

RESOLUTION FOR THE ANNUAL TEMPORARY LIMITATION OF TRAFFIC ON DESIGNATED  
COUNTY ROADS IN BROADWATER COUNTY

WHEREAS, the Broadwater County Board of Commissioners is responsible for the maintenance of the county roads under its jurisdiction;

WHEREAS, the county roads can be seriously damaged or destroyed by deterioration, rain, snow, thawing, or other climatic conditions unless the permissible vehicle weights are reduced;

WHEREAS, beginning on the 15<sup>th</sup> of March and continuing through the 31<sup>st</sup> of May, the county roads are most susceptible to damage; therefore, this temporary limitation on overweight vehicles is necessary on an annual basis; and

WHEREAS, Montana Code Annotated (MCA) § 7-14-2127 states, “A board of county commissioners may in its discretion limit or forbid, temporarily, any traffic or class of traffic on the county roads or any part of a county road when it is necessary in order to preserve or repair the roads.”

BE IT HEREBY RESOLVED THAT, in order to preserve the county roads during the spring weather and pursuant to § 7-14-2127, MCA, the Broadwater Board of County Commissioners hereby limits overweight vehicle traffic on all county roads to eight (8) tons for a single axle, sixteen (16) tons for a tandem axle, and four hundred (400) pounds per inch width of tire. At no time will the vehicle weight exceed sixteen thousand (16,000) pounds per single axle and thirty-two thousand (32000) pounds per tandem axle.

IT IS FURTHER RESOLVED, this annual, temporary limitation on overweight vehicle traffic applies only to the following roads in Broadwater County: Filson Road from Highway 287 to Beaver Creek Road, Rolling Glen Ranch Road, Lone Mountain Road from Hossfeld Road to the Hunsaker corrals, Muddy Lane from Johnson Loop to Highway 437, Ferret Lane from Highway 285 to Muddy Lane, Ray Creek Road, and Flynn Lane from Dry Hollow Road to Nelson Road.

IT IS FURTHER RESOLVED, this annual, temporary limitation on overweight vehicles begins each year on the 15<sup>th</sup> of March and ends when lifted by the Broadwater County Commission or on the 31<sup>st</sup> of May, whichever is later.

IT IS FURTHER RESOLVED, the following vehicles are exempt from the annual, temporary limitation on overweight vehicles: school buses, emergency responder vehicles, propane tank trucks, heating oil trucks, garbage trucks, and septic trucks.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**BROADWATER COUNTY COMMISSIONERS**

\_\_\_\_\_  
**DARREL FOLKVORD, CHAIR**

ATTEST:

\_\_\_\_\_  
**DEBI RANDOLPH, MEMBER**

\_\_\_\_\_  
**ANGIE PAULSEN, CLERK AND RECORDER**

\_\_\_\_\_  
**LINDSEY RICHTMYER, MEMBER**



**Certificate of Survey Exemption Affidavit  
Broadwater County**

**Gift or Sale to Immediate Family Member  
Section 76-3-207(1)(b), MCA.**

When a landowner requests to be exempt from the Subdivision and Platting Act, state law requires Broadwater County determine whether the request is an attempt by the property owner to evade subdivision regulation. Broadwater County will use the information provided by the applicant in this affidavit as well as other evidence when making its determination.

*Please complete both sides of this application. Every owner of the property (owners of record) must sign this affidavit. Use additional sheets of paper if necessary.*

**A. Name of Landowners:**

MARK W WOOD Phone: 406-949-0155  
\_\_\_\_ Phone: \_\_\_\_  
\_\_\_\_ Phone: \_\_\_\_

**B. Number of Parcels Proposed:** \_\_\_\_\_.

**C. Size of Each Parcel Proposed:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**D. Name and Relationship to Landowner of Family Member(s) Receiving Gift Parcel(s)**

Name ELIZABETH C. WOOD Relationship WIFE  
Age: 56 Current Mailing Address: 27 TRAVIC TRL. TOWNSEND  
\_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

A "member of the "immediate family" may include only the grantor's spouse, children by blood or adoption, and parents.

**E. History of the Parcel:**

1. To your knowledge, have any exemptions been used to divide this property after July 1, 1973, including exemptions for mortgage tracts, gift or sale to an immediate family member, boundary line relocation, occasional sale? *See Sections 76-3-201 and 76-3-207, MCA.*

Yes  No *If "yes", provide the chronological history of divisions and attach a copy of a Certificate of Survey or Deed evidencing the divisions:*

Date	Exemption	Tract Label	Tract Size	COS No. or Deed No.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. To your knowledge, in regard to this property, did you or any previous owner ever attend a pre-application conference or submit for subdivision review of any part of this property, since July 1, 1973? Was any subdivision denied?

Yes  No *If YES, explain:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F. Proposed Exemption Information**

To your knowledge:

1. Will each new parcel be used as a homesite for a family member?

Yes  No *If NO, explain:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Could the transfer be accomplished by a "relocation of common boundary lines"?

Yes  No *If YES, explain:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Will the newly created parcels become one of three or more parcels created from the original parcel after July 1, 1973?

Yes  No If YES, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Would the use of the family gift exemption violate any statute, case law, administrative rule, or Attorney General Opinion?

Yes  No If YES, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Does the parcel to be transferred fit a pattern of land divisions and land transfers?

Yes  No If YES, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Have any divisions of land ever been denied on this property?

Yes  No If YES, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Is the parcel being transferred to a family member who is a minor?

Yes  No If YES, please provide a draft Trust document.

8. Are you transferring a parcel to your spouse?

Yes  No If YES, explain: TRANSFERRING TO WIFE  
\_\_\_\_\_  
\_\_\_\_\_

9. Do you agree that you and/or your family member receiving this property will not sell any of the tracts created under the family transfer exemption for a period of two (2) years unless you or the recipient files for subdivision review?

Yes  No

If your life circumstances change per a birth, death, divorce, illness, etc. you may request an exemption to the two (2) year time period from the County Commissioners.

Under penalties of perjury, I (we) declare that I (we) have examined this affidavit and the accompanying sketch or draft Certificate of Survey of the proposed division of land, and to the best of my (our) knowledge and belief, they are true, correct, complete and are in compliance with all State laws and local regulations.

Date February 20, 2024

Signature of Each Applicant:

[Handwritten Signature]

Signature of Each Recipient:

[Handwritten Signature]

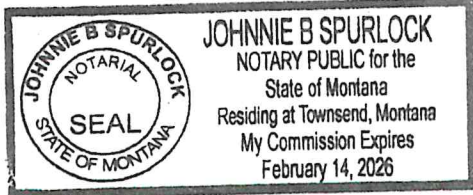
STATE OF MONTANA )  
: ss.  
County of Broadwater )

On this 20 day of February, 2024,

personally appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp

[Handwritten Signature]  
Notary Public for the State of Montana



Johnnie B Spurlock  
Printed Name

Notary Public for the state of Montana

Residing at Townsend, MT

My Commission expires: February 14, 2026

\*\*\*\*If the Survey Review Committee grants concept or survey approval to a proposed exemption, that approval is valid only for ninety days, subject to any legislative changes.\*\*\*\*



# Amended Plat of the River View Estates Phase B

## Certificate of Survey No. \_\_\_\_\_: To Create Tracts for Members of the Immediate Family

Situated in part of the S 1/2 of Section 36, Township 7 North, Range 1 East,  
and part of the N 1/2 of Section 1, Township 6 North, Range 1 East, P.M.M., Broadwater County, Montana

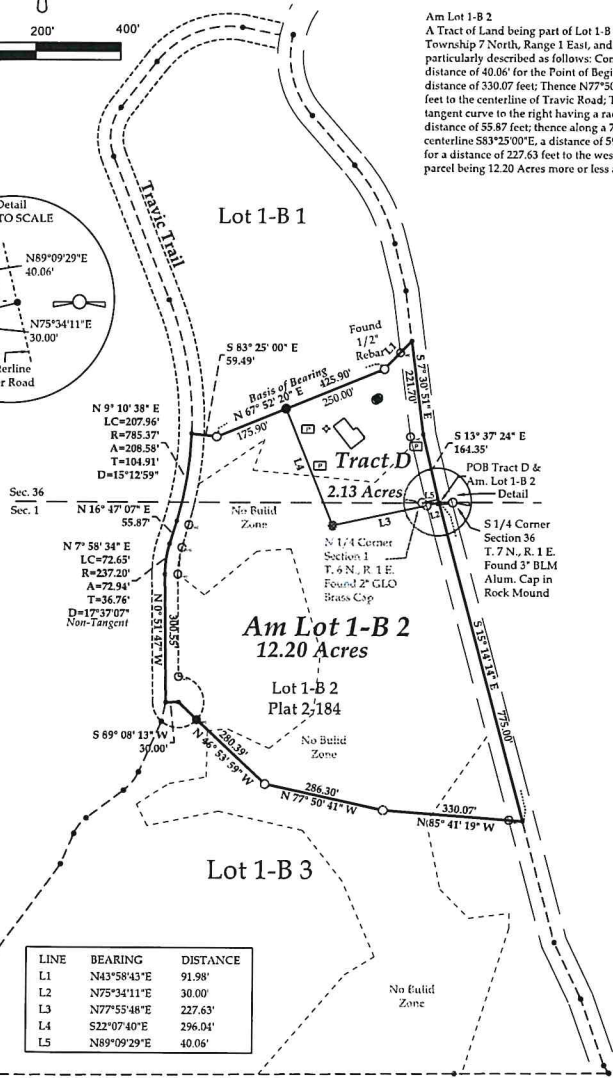
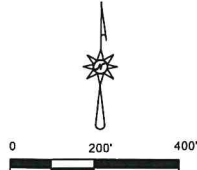
Landowner: Mark W. Wood  
Date: November 11, 2023

Legal Description:  
Tract D

A Tract of Land being part of Lot 1-B 2 of the River View Estates Phase B Subdivision filed in Book 2 of Plats, Page 184, situated in part of the South 1/2 of Section 36, Township 7 North, Range 1 East, and part of the North 1/2 of Section 1, Township 6 North, Range 1 East, P.M.M., Broadwater County, Montana being more particularly described as follows: Commencing at a point in the centerline of River Road from which the South 1/4 corner of said Section 36 bears S89°09'29"W a distance of 40.06', said corner also being the Southeast corner of herein described tract of land and Point of Beginning; Thence leaving said centerline S75°34'11"W, a distance of 30.00 feet; Thence S77°55'48"W, for a distance of 227.63 feet; Thence N22°07'40"W, for a distance of 296.04 feet; Thence N67°52'20"E, for a distance of 250.00 feet; Thence N43°58'43"E, for a distance of 91.98 feet to the centerline of the aforementioned River Road; Thence along said centerline the following two (2) courses: S7°30'51"E, for a distance of 221.70 feet; Thence S13°37'24"E, for a distance of 164.35 feet to the Point of Beginning, said parcel being 2.13 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

Am Lot 1-B 2

A Tract of Land being part of Lot 1-B 2 of the River View Estates Phase B Subdivision filed in Book 2 of Plats, Page 184, situated in part of the South 1/2 of Section 36, Township 7 North, Range 1 East, and part of the North 1/2 of Section 1, Township 6 North, Range 1 East, P.M.M., Broadwater County, Montana being more particularly described as follows: Commencing at a point in the centerline of River Road from which the South 1/4 corner of said Section 36 bears S89°09'29"W a distance of 40.06' for the Point of Beginning; Thence along said centerline S15°14'14"E, a distance of 773.00 feet; Thence leaving said centerline N85°41'19"W for a distance of 330.07 feet; Thence N77°50'41"W, for a distance of 286.30 feet; Thence N46°53'59"W, for a distance of 280.39 feet; Thence S89°08'13"W, for a distance of 300.00 feet to the centerline of Travic Road; Thence along said Centerline the following four (4) courses: N00°51'47"W, for a distance of 300.55 feet to the beginning of a non-tangent curve to the right having a radius of 237.20 feet (chord bears N7°58'34"E 72.65 feet); Thence along said curve a distance of 72.94 feet; Thence N16°47'07"E, a distance of 35.87 feet; thence along a 783.37 foot radius curve to the left (chord bears N9°10'38"E 207.96 feet) having an arc length of 208.58 feet; Thence leaving said centerline S83°25'00"E, a distance of 59.49 feet; Thence N67°52'20"E, for a distance of 175.90 feet; Thence S22°07'40"E, for a distance of 296.04 feet; Thence N77°55'48"E, for a distance of 227.63 feet to the westerly right-of-way of River Road; Thence said right-of-way N75°34'11"E, for a distance of 30.00 feet to the Point of Beginning, said parcel being 12.20 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.



LINE	BEARING	DISTANCE
L1	N43°58'43"E	91.98'
L2	N75°34'11"E	30.00'
L3	N77°55'48"E	227.63'
L4	S22°07'40"E	296.04'
L5	N89°09'29"E	40.06'

Landowner's Certification:

I hereby certify the purpose of this division of land is to Transfer Parcel shown as Tract D on this Certificate of Survey  
Tract D To: Elizabeth Wood Relationship: Wife

Pursuant to 76-3-207(1)(b) and 76-3-207(2)(b), M.C.A. which states: (1) Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2. (b) divisions made outside of platted subdivisions for the purpose of a single gift or sale in each county to each member of the landowner's immediate family, and (2) Notwithstanding the provisions of subsection (1), (b) (i) a division within a platted subdivision is exempt from additional subdivision reviews and is subject to applicable zoning regulations adopted under Title 76, chapter 2, unless the method of disposition is adopted for the purpose of evading this chapter, if the division: (A) is within a subdivision that has been approved by a local governing body; (B) creates parcels of a size allowed within the subdivision; and (C) is gifted or sold to a member of the landowner's immediate family; (ii) an amended plat must be filed with the county clerk and recorder after a division provided in subsection (2)(b)(i) occurs; and (iii) except as otherwise provided in this subsection (2)(b), a restriction or requirement on the platted subdivision continues to apply to a division allowed in subsection (2)(b)(i); (c) a division of land exempted under subsection (1)(b) that is also located in a zoning district is allowed if each family transfer parcel created by the division is at least 5 acres, unless the zoning district allows for smaller lot sizes; and (d) a division of land transferred to an immediate family member pursuant to subsection (1)(b) or (1)(c) may be transferred regardless of age and may be owned jointly with that immediate family member's spouse.

I certify this is the only gift or sale I have made to the aforementioned immediate family member in the County of Broadwater for the purposes of this exemption. Furthermore, I certify I am entitled to use this exemption and am in compliance with all conditions imposed by law and regulation on the use of this exemption. Therefore, this division of land is exempt from review as a subdivision pursuant to Section 76-3-207(1)(b) and 76-3-207(2)(b), M.C.A.

Sanitation Exemption for Amended Lot 1-B 2 and Tract D  
According to Section 17.36.605 (2)(b) ARM:  
(2) The reviewing authority may exclude the following parcels created by divisions of land from review under Title 76, chapter 4, part 1, M.C.A. unless the exclusion is used to evade the provisions of that part:  
(a) a parcel that has a previous approval issued under Title 76, chapter 4, part 1, M.C.A.; if  
(b) no facilities other than those previously approved exist or will be constructed on the parcel; and (ii) the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA

Landowner: \_\_\_\_\_  
Mark Wood

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was signed or acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

Notary Signature \_\_\_\_\_

Certificate of Examination:

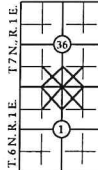
Reviewed for errors and omissions in calculations and drafting this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pursuant to Section 76-3-611(2)(a), MCA.

Montana Registration No. \_\_\_\_\_

Certificate of Surveyor:

I hereby certify the attached plat is a true representation of a survey performed under my supervision and completed on February 12, 2024 and described the same as shown on the accompanying plat in accordance with the provisions of the Montana Subdivision and Platting Act.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Surveyor:  
Dan Swenson L.S. 15279  
P.O. Box 177  
Townsend, Mt. 59644



Sec 1 T.6N., R.1E. & Sec. 36 T.7N., R.1E.	
Mark Wood	Broadwater Co.
Family Transfer	
Schauber Surveying	266-4602
200 Ft./In.	3-20-2024
1/1	4753

Certificate of Treasurer:

I, \_\_\_\_\_, Treasurer of Broadwater County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid through \_\_\_\_\_  
Tax ID # \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Treasurer \_\_\_\_\_  
Certificate of Clerk and Recorder:

I, \_\_\_\_\_, Clerk and Recorder of Broadwater County, Montana, do hereby certify that the foregoing instrument was filed in my office at \_\_\_\_\_ o'clock (am or pm) on the \_\_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_ and recorded in Book \_\_\_\_\_ of Plats on Page \_\_\_\_\_  
Records of the Clerk and Recorder, Broadwater County, Montana.  
Document No. \_\_\_\_\_

Clerk and Recorder \_\_\_\_\_

**LEGEND**

- Quarter Corner Single Section as Noted
- Found 1/2" Rebar with Schaubert YPC Or as Noted
- Found 1/2" Rebar with Schaubert YPC Or as Noted
- Found 1/2" Rebar with Swenson OPC (No. 15279)
- Set 1/2" Rebar with Swenson OPC (No. 15279) for 30" Witness Corner
- ◇ Well
- ▣ Power Vault
- Septic Lid
- Point of Record

198221 Fee: \$ 24.00 Bk 258 Pg 478

BROADWATER COUNTY Recorded 2/20/2024 at 1:15 PM  
Angie Paulsen, Clk & Rcdr By Mandi Hall Deputy  
Return to:

## AMENDED PROTECTIVE COVENANTS

### RIVER VIEW ESTATES – PHASES A & B

North ½ of Section 1, T6N, R1E, and North ½ of Section 36, T7N, R1E, P.P.M,  
Broadwater County, MT

1. No lot shall be further subdivided. However, the Family Transfer Exemption shall be allowed so long as it is allowable by Broadwater County.
2. ~~The lots shall be used for no more than 2 (two) single-family residences with the secondary dwelling unit not to exceed 1500 square feet.~~ No lots shall be created that are less than two (2) acres in size.
3. Only natural colors that blend well with the surroundings shall be used on building exteriors.
4. No commercial use is permitted, with the exception of a home-based business. Any equipment or business vehicles must be parked in a garage or shop buildings only.
5. All construction must be completed within 18 months from the beginning of construction.
6. No mobile homes, trailer homes, or temporary residential structures or equipment shall be allowed on any lot. All primary dwellings must have a minimum of 1,500 square feet on the main level, excluding garage.
7. New modular homes 1500 square feet or larger are allowed.
8. A fire protective "defensible space" must be maintained around all structures, including fire-resistant landscaping, fire-resistant construction features and vegetation management. All buildings must be constructed with fire resistant roof coverage (Class A).
9. All utilities, including propane tanks, must be buried, or otherwise concealed.
10. Owners of each lot shall control noxious weeds and plants, including within access roads and easements. Re-vegetation shall be completed within 12 months after building completion.
11. Motion sensors or switches must control outdoor lighting. No outdoor lighting that is on continuously during darkness is allowed.



12. All lot owners are hereby notified that the raising, confinement, and/or keeping of livestock on all lots is prohibited unless a small acreage livestock management plan is reviewed and approved by the County Extension Agent and submitted to the county. Household pets are not restricted. All pets shall be strictly controlled by their owners so as not to annoy or interfere with or harass wildlife in or around the subdivision. Dogs and cats shall be contained on the owner's property and shall not be allowed to roam free.
13. All expenses associated with road maintenance and upgrades will be shared equally with Lots 1-A-1, 1-A-2 and 1-B-1 which are equal to 20% of the road maintenance and Lots 1-A-3, 1-B-2 and 1-B-3 and which are equal to 80% of the road maintenance.
14. Access easements are to be controlled and maintained by the property owners. Emergency access to and from the subdivision is limited to use by lot owners and emergency vehicles only. Driveways 500 feet or greater shall be designed meeting Broadwater County Subdivision Regulations and a turnaround or "hammerhead-T" turnaround shall be provided for emergency vehicles with a three-point turnaround ability.
15. The following covenants are revocable or alterable only with the consent of the Board of County Commissioners, shall be placed upon the property and shall provide for the following:
  - a. Notification of the potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures; (*Section 76-3-608(3)(a), MCA*)
  - b. A notification that all dwelling units within the subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable state building code for this seismic zone; (*Zone 3*); (*Section 76-3-608(3)(a), MCA*)
  - c. Any additional, replacement, or relocated utility lines shall be installed underground, in accordance with the County Subdivision Regulations, unless otherwise determined by the utility provided; (*Section 76-3-608(3)(a), MCA; Section IV-A-13(b), County Subdivision Regulations*)
  - d. Direct access from any lot onto River Road shall be allowed so long as a Driveway Approach Permit is approved by Broadwater County and the lot seeking River Road direct access is directly adjacent to River Road.
  - e. Any exterior lighting shall be directed downward to minimize visibility beyond the property lines; (*Section 76-3-608(3)(a), MCA*)
  - f. A waiver of the right to protest to join a special district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance; (*Section 76-3-608(3)(a), MCA*)
  - g. A restrictive covenant, binding the landowner, any heirs, successors and assigns, and all future owners of property within the subdivision, agreeing therein to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair, and/or maintenance of the following:
    - i. Earthquake fault zone and any seismic activity;
    - ii. Water availability;

- h. Notification of the presence of agricultural operations in the vicinity; (Section 76-3-608(3)(a), MCA)
- i. Each lot shall be maintained in a clean, attractive, and weed-free manner; Noxious weeds must be pulled, sprayed or cut prior to seed maturity; (Sections 76-3-102(5 and 6), 501(1), and 608(3)(a), MCA; Section IV-A-18, County Subdivision Regulations)
- j. A prohibition of the storage of foods, garbage, or continuous feeding of domestic pets outdoors or other activities that creates an attractive nuisance for wildlife species (hay or alfalfa storage and feeding are not prohibited where livestock are permitted) (Section 76-3-608(3)(a), MCA)
- k. All cats and dogs must be restrained, penned, or otherwise under the control of their owner at all times (Section 76-3-608(3)(a), MCA)
- l. A waiver of right to protest joining a rural improvement or maintenance district for the purpose of road maintenance, mosquito control, or equitably funding parks and maintenance of parks. (Section 76-3-102(4), 501, 504(7), and 621, MCA)

Determination of invalidity of any one or more of the covenants or conditions thereof shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

Dated this 13<sup>th</sup> day of September, 2020<sup>23</sup>

Lot 1-A-1: Michael and Carol Lewis Michael J. Lewis

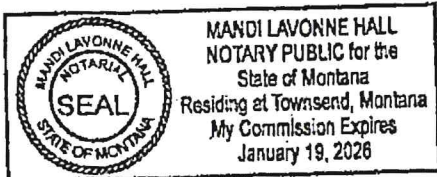
Lot 1-A-2: John Fuchs John Fuchs

Lot 1-A-3: Nathan and Nichole Brown Nichole R. Brown

Lot 1-B-1: Cindy Breck \_\_\_\_\_

Lot 1-B-2: Mark and Elizabeth Wood Mark Wood

Lot 1-B-3: Gudvangen Living Trust \_\_\_\_\_



*Mandi LaVonne Hall*





**REQUEST FOR EXEMPTION REVIEW**

Note to Applicant: The purpose of this review is to enable Broadwater County officials to determine whether or not the proposed use of an exemption from local subdivision review would evade the Montana Subdivision and Platting Act.

**Part One. Applicant Information**

Landowner(s): SKS Land Co., Dykema Land Co., Bowers  
 Address: PO 776, Manhattan, MT 59741  
 Telephone Number(s): (406) 580-0376

Landowner Representative: Schauber Survey  
 Address: 64 Jack Farm Road  
 Phone: 406-266-4602

Part Two. Legal Description: 533 T3N, R1E, COS 2-37A-164

**Part Three. Basis for Exemption Request:**

What exemption is being claimed, and what is the basis for your exemption claim?  
Boundary Relocation to divide the house into well, & Drainfield of the Bowers' drainage from the remainder of the tract. Also to make a plat (Part 2) adjacent to the COS 2-37A-164

Part Four. Supporting Information: Please provide all pertinent information, including an accurate certificate of survey or amended subdivision plat, as applicable and where required. A subdivision exemption review fee must be submitted with the exemption request.

AFFIDAVIT: I hereby certify that the purpose of this exemption request is NOT to evade the Montana Subdivision and Platting Act. Dated this 16 day of January, 2024  
 Signature(s): [Signature]

Certificate of Governing Body:  
 We, the Board of County Commissioners, do hereby certify that the use of the exemption claimed on the accompanying Certificate of Survey has been duly reviewed, and has been found to conform to the requirements of the Subdivision and Platting Act, Section 76-3-101 et. seq. MCA, and the Broadwater County Subdivision Regulations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_  
 Commissioner \_\_\_\_\_  
 Commissioner \_\_\_\_\_  
 C&R Attest \_\_\_\_\_



## AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between Broadwater County ("Buyer") and Rinker Materials ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

### ARTICLE 1—PROCUREMENT CONTRACT

#### 1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows:

*Design and furnishing of 800 linear feet of prestressed concrete bulb-tee beams in accordance with the Project Manual.*

#### 1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows:

*The Old Town Bridge West, which is located where Old Town Road crosses the Jefferson River, will be replaced with a concrete bridge founded on a concrete cap and driven steel piles.*

#### 1.03 *Engineer*

- A. Buyer has retained Stahly Engineering and Associates ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

#### 1.04 *Point of Destination*

- A. The Point of Destination is designated as:

*The western crossing of Old Town Road over the Jefferson River, approximately 2 miles North of Three Forks, MT. The approximate GPS location coordinates of the project site are:  
45°54'50.62"N, 111°32'33.27"W*

### ARTICLE 2—PROCUREMENT CONTRACT TIMES

#### 2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	60 Days	
Deliver acceptable Goods to Point of Destination	12/2/2024	Delivery may be made in the 15-day period before delivery date

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

**ARTICLE 3—PROCUREMENT CONTRACT PRICE**

3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of \$0.00 for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents. Such Lump Sum amount accounts for the following Buyer-accepted alternates:  
  
*None*
- C. For all Unit Price Goods and Special Services furnished by Seller in accordance with the Procurement Contract Documents, Buyer shall pay Seller an amount equal to the sum of the



extended prices (established for each separately identified unit price item by multiplying the unit price times the actual quantity of that item).

Unit Price Goods and Special Services					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Furnish Prestressed Concrete Bulb-Tee Beams	LF	800	\$ 412.38	\$ 329,904.00
Total of all Extended Prices for Unit Price items (subject to final adjustment based on actual quantities)					\$ 329,904.00

1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.
  2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.
  3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified unit price item.
  4. Engineer will determine the actual quantities and classifications of unit price items furnished by Seller. Engineer will review with Seller the Engineer's preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). Engineer's written decision will be final and binding upon Buyer and Seller (except as modified by Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.
  5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.
- D. Buyer's Contingency Allowance is stipulated as **\$0.00**. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.
- E. The Total Price is **\$329,904.00**. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

3.02 *Procurement Contract Price and Total Price—Based on Attached Bid*

- A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any, and subject to the following Buyer-accepted alternates:

*None*

**ARTICLE 4—PAYMENT PROCEDURES**

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	95
2. Final Payment: Correction of non-conformities, submittal of warranties and other final documentation required by the Procurement Contract Documents	5
Total Procurement Contract Price (Lump Sum)	100

- B. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer’s Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer’s Contingency Allowance, and the amounts owed. If practical, and at Seller’s option, Seller may apply for such unit price and Buyer’s Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.
- C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer’s presentation to Buyer of the Application for Payment and Engineer’s recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest at the rate allowed by law at the place of the Project.

**ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT**

5.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or

discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

## **ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS**

### **6.01 *List of Procurement Contract Documents***

- A. The Procurement Contract Documents consist of the following:
  - 1. This Procurement Agreement.
  - 2. General Conditions of the Procurement Contract.
  - 3. Supplementary Conditions of the Procurement Contract.
  - 4. Procurement Specifications as listed in the Procurement Specifications table of contents.
  - 5. Procurement Drawings (not attached but incorporated by reference):
    - a. consisting of a cover sheet and sheets numbered T1 through B9, inclusive, with each sheet bearing the following general title: Old Town Bridge West Over the Jefferson River.
  - 6. Exhibits to this Procurement Agreement (enumerated as follows):
    - a. Documentation submitted by Seller (if applicable); and
  - 7. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
    - a. Change Orders;
    - b. Change Directives; and
    - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

## **ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS**

### **7.01 *Seller's Representations***

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
  - 1. Seller has examined and carefully studied the Procurement Contract Documents.
  - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of



Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

#### 7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

**ARTICLE 8—RESERVED**

8.01 *Reserved*

**ARTICLE 9—MUTUAL WAIVER**

9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is \_\_\_\_\_.

Buyer

Seller

\_\_\_\_\_  
(typed or printed name of organization)

RINKER MATERIALS  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Date: 2/20/24  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Name: MIKE MEREDITH  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: SALES MANAGER  
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.**

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



**EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between [insert name of original Buyer] ("Buyer") and [insert name of Seller] ("Seller") for furnishing Goods and Special Services entitled [insert name/designation of Procurement Contract] (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

**Assignment Made by Buyer**

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(individual's signature) (date signed)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(typed or printed) (typed or printed)

If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

**Assignment Acknowledged and Accepted by Seller**

RINKER MATERIALS  
(typed or printed name of organization)

By: [Signature] Date: 2/20/24  
(individual's signature) (date signed)

Name: MIKE MEREDITH Title: SALES MANAGER  
(typed or printed) (typed or printed)

If Seller is a corporation, attach evidence of authority to sign.

**Assignment Accepted by Contractor/Assignee**

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(individual's signature) (date signed)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(typed or printed) (typed or printed)

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

# AMENDED PLAT

RELOCATING COMMON BOUNDARIES BETWEEN TRACTS 5 AND 6 OF THE LAZY HM ESTATES SUBDIVISION, BOOK 1, PAGE 597, RECORDS, BROADWATER COUNTY, MONTANA, AND CREATING THREE (3) ADDITIONAL TRACTS FOR TRANSFER TO AN IMMEDIATE FAMILY MEMBER, LOCATED WITHIN THE SOUTHEAST QUARTER SECTION 9 AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 1 WEST, PMM, BROADWATER COUNTY, MONTANA

DATE OF SURVEY:  
AUGUST 1, 2023

- PURPOSE OF SURVEY  
1. TO RELOCATE COMMON BOUNDARIES BETWEEN EXISTING TRACTS OF RECORD  
2. TO CREATE THREE (3) NEW TRACTS WITHIN A PLATTED SUBDIVISION FOR THE TRANSFER TO AN IMMEDIATE FAMILY MEMBER

SURVEY COMMISSIONED BY:  
JEFFREY COOKSON

OWNERS OF THE TRACTS:  
JANITA COOKSON - REGD DOC. NO. 198079  
JANITA COOKSON - REGD DOC. NO. 198079

LAND DESCRIPTION: THE PLAT IS A REVISION OF A SUBDIVISION, BOOK 1, PAGE 597, RECORDS OF BROADWATER COUNTY, MONTANA, CONTAINING 90.76 ACRES, MORE OR LESS, ALONG WITH ALL EASEMENTS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 1 WEST, PMM, BROADWATER COUNTY, MONTANA.

### CERTIFICATE OF SURVEYOR

I, RYAN J. STAHLY, A REGISTERED LAND SURVEYOR DO HEREBY CERTIFY THAT THE SURVEY SHOWN ON THIS AMENDED PLAT WAS CONDUCTED UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON.

I FURTHER CERTIFY, IN ACCORDANCE WITH 24-18-101(1)(a), ARM, THE SURVEYOR WILL SET MONUMENTS, THE PLACEMENT OF WHICH WILL BE DEFERRED BECAUSE OF SEVERE WEATHER CONDITIONS, WITHIN 30 DAYS OF THE FILING OF THIS AMENDED PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

RYAN J. STAHLY, MONTANA REG. NO. 7589013

### CERTIFICATE OF EXEMPTION FROM SUBDIVISION REVIEW

WE, THE UNDERSIGNED OWNERS OF THE SUBDIVISION, HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO RELOCATE A COMMON BOUNDARY BETWEEN EXISTING TRACTS OF RECORD FOR FIVE OR FEWER LOTS WITHIN A PLATTED SUBDIVISION, THEREFORE, THIS SURVEY IS EXEMPT FROM SUBDIVISION REVIEW IN ACCORDANCE WITH 76-3-201(1)(a), M.C.A., WHICH STATES: FOR FIVE OR FEWER LOTS WITHIN A PLATTED SUBDIVISION, THE RELOCATION OF COMMON BOUNDARIES,

THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. THE SURVEYOR SHALL RECORD THE INITIAL TRANSFER ASSOCIATED WITH THE AMENDED PLAT ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

JANITA COOKSON, OWNER CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO TRANSFER TRACTS 6-B AS SHOWN ON THIS AMENDED PLAT TO CARTER A. COOKSON, MY SON, AND TO TRANSFER TRACT 6-C AS SHOWN ON THIS AMENDED PLAT TO CAROLAN J. COOKSON, MY DAUGHTER, AND TO TRANSFER TRACTS 5-A AS SHOWN ON THIS AMENDED PLAT TO JEFFREY S. COOKSON, MY SON, WE, THE UNDERSIGNED OWNERS, HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO RELOCATE A COMMON BOUNDARY BETWEEN EXISTING TRACTS OF RECORD FOR FIVE OR FEWER LOTS WITHIN A PLATTED SUBDIVISION, THEREFORE, THIS SURVEY IS EXEMPT FROM SUBDIVISION REVIEW IN ACCORDANCE WITH 76-3-201(1)(a), M.C.A., WHICH STATES: FOR FIVE OR FEWER LOTS WITHIN A PLATTED SUBDIVISION, THE RELOCATION OF COMMON BOUNDARIES,

(A) IS WITHIN A SUBDIVISION THAT HAS BEEN APPROVED BY A LOCAL GOVERNING BODY;  
(B) CREATES PARCELS OF A SIZE ALLOWED WITHIN THE SUBDIVISION; AND  
(C) IS GIFTED OR SOLD TO A MEMBER OF THE LANDOWNER'S IMMEDIATE FAMILY;

### CERTIFICATE OF EXCLUSION FROM DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW (DEQ)

THIS SURVEY IS NOT SUBJECT TO DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW (DEQ) UNDER THE PROVISIONS OF CHAPTER 2, UNLESS THE METHOD OF DISPOSITION IS ADOPTED FOR THE PURPOSE OF EVADING THIS CHAPTER, IF THE DIVISION, WHICH STATES: "WHAT CONSTITUTES A SUBDIVISION, THE PLAT FOR A SUBDIVISION, AND A-1 ARE EXCLUDED FROM DEQ REVIEW IN ACCORDANCE WITH 76-4-103, M.C.A., RECREATIONAL PURPOSES, EXCEPT FOR THE RELOCATION OF COMMON BOUNDARIES BETWEEN EXISTING TRACTS OF RECORD FOR FIVE OR FEWER LOTS WITHIN A PLATTED SUBDIVISION, AS THAT TERM IS DEFINED IN THIS PART, AND IS NOT SUBJECT TO THE REQUIREMENTS OF THIS PART."

JANITA COOKSON, OWNER

STATE OF MONTANA  
COUNTY OF BROADWATER

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BEFORE ME PERSONALLY APPEARED \_\_\_\_\_

KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

JANITA COOKSON, OWNER

STATE OF MONTANA  
COUNTY OF BROADWATER

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BEFORE ME PERSONALLY APPEARED \_\_\_\_\_

KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC FOR THE STATE OF MONTANA.

NOTARY PUBLIC FOR THE STATE OF MONTANA.

CERTIFICATE OF COUNTY TREASURER  
I, HEREBY CERTIFY, PURSUANT TO SECTION 76-3-207(2), THAT THE ABOVE PROPERTY TAXES ASSESSED AND LEMVED ON THE LAND SHOWN HEREON HAVE BEEN PAID.

TRACT 5  
ASSESSMENT CODE- 0007001726  
TRACT 6  
ASSESSMENT CODE- 0007001478

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

TAX STATEMENT NO. \_\_\_\_\_

TREASURER, BROADWATER COUNTY, MONTANA

### CERTIFICATE OF EXEMPTION APPROVAL BY GOVERNING BODY

THE COMMISSIONERS OF BROADWATER COUNTY, MONTANA, HEREBY CERTIFY THAT THE COMMISSIONERS HAVE EXAMINED THIS COMMON BOUNDARY RELOCATION INSTRUMENT AND THAT THE MEMBER TRANSFER AMENDED PLAT AND FOUND IT TO BE EXEMPT FROM SUBDIVISION REVIEW.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

COMMISSIONER CHAIR

COUNTY CLERK AND RECORDER

### CERTIFICATE OF CLERK AND RECORDER

I, \_\_\_\_\_, CLERK AND RECORDER OF BROADWATER COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED IN MY

OFFICE AT \_\_\_\_\_ O'CLOCK (AM OR PM), THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

AND RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_ RECORDS OF THE CLERK AND RECORDER, BROADWATER COUNTY, MONTANA, DOCUMENT NO. \_\_\_\_\_

CLERK AND RECORDER

### CERTIFICATE OF EXAMINING LAND SURVEYOR

REVIEWED FOR ERRORS AND OMISSIONS IN CALCULATIONS AND

THIS SURVEY ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PURSUANT TO SECTION 76-3-81(2)(a), M.C.A. TO \_\_\_\_\_

EXAMINING LAND SURVEYOR

REG. NO. \_\_\_\_\_

STAHLY ENGINEERING & ASSOCIATES

PROFESSIONAL ENGINEERS & SURVEYORS

www.stahly.com

3233 MONTANA AVE. BOZEMAN, MT 59715

BOZEMAN, MT 59715

Phone: (406) 552-1000

Fax: (406) 552-1001

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Fax: (406) 552-1001

### AMENDED PLAT

COUNTY: BROADWATER

PRINCIPAL MERIDIAN,

MONTANA

RECORD

BOOK

PAGE

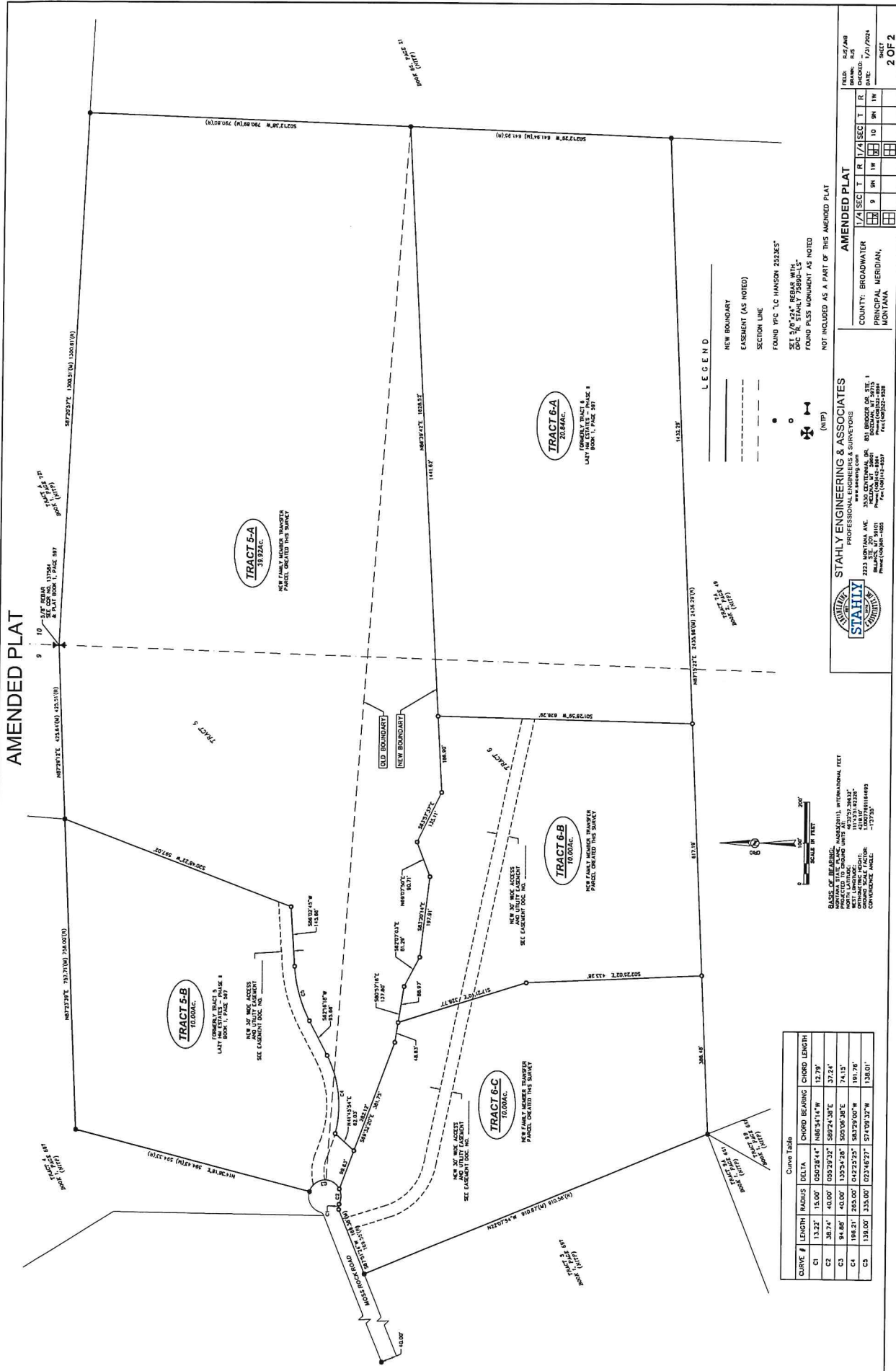
DATE: 1/01/2024

CHECK NO.

DATE

1 OF 2

# AMENDED PLAT



Curve Table

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	13.22'	15.00'	059°28'44"	N68°24'14"W	12.79'
C2	36.74'	40.00'	052°29'23"	S59°24'30"E	37.24'
C3	94.86'	40.00'	132°34'28"	S05°00'30"E	74.13'
C4	184.27'	265.00'	014°22'25"	S83°29'00"W	191.76'
C5	138.00'	335.00'	022°42'27"	S74°00'02"W	138.00'

BASES OF BEARING:  
 PROJECTED TO BOUNDARY INTERSECTION, INTERNATIONAL FEET  
 NORTH DATUM  
 WEST LAMBERT  
 GROUND SCALE FACTOR:  
 1.0007781184893  
 CONVERSION ANGLE:  
 -17.735"

**STAHLY ENGINEERING & ASSOCIATES**  
 PROFESSIONAL ENGINEERS & SURVEYORS  
 2233 MONTANA AVE. 330 CENTRAL DR. STE. 1  
 BILLINGS, MT 59101  
 PHONE (406) 241-2800  
 FAX (406) 241-2801

NOT INCLUDED AS A PART OF THIS AMENDED PLAT

FOUND 10" WATER MAIN  
 FOUND 8" GAS MAIN  
 FOUND 6" SEWER MAIN  
 FOUND 10" WATER MAIN AS NOTED  
 FOUND 10" WATER MAIN AS NOTED

LEGEND  
 ——— NEW BOUNDARY  
 - - - - - EASEMENT (AS NOTED)  
 - - - - - SECTION LINE

AMENDED PLAT

FIELD NO.	642/AM
DRAWN BY	RJS
CHECKED BY	R
DATE	7/20/2024
SHEET	2 OF 2



**Supplement 22: SUBDIVISION EXEMPTION CLAIM APPLICATION**

<b>OFFICE USE ONLY:</b>	<b>DATE:</b> _____
Examination Fee (According to the adopted RCSR Fee Schedule): \$200 included: ____ Yes ____ No	
Required documents submitted: ____ Yes ____ No	
Staff Signature: _____	

The subdivision exemption request will be examined pursuant to 76-3-201 & 76-3-207, MCA and according to Section IX. "Divisions of Land Exempt from Subdivision Review" of the 2021 Broadwater County Subdivision Regulations (BCSR, Section IX).

An Advisory Meeting may be requested prior to applying for an exemption Section IX- B-1. The following materials would be required: a vicinity map, recorded survey (COS or Subdivision), and recorded deed(s).

The Exemption Review Criteria (BCSR, Section IX) includes:

- i. The nature of the claimant's business
- ii. The prior history of the tract in question (the tract of record on file at the County Clerk & Recorder Office filed prior to July 1, 1973)
- iii. The proposed configuration of the tracts if the proposed exempt transaction(s) is completed.
- iv. And any pattern of exempt transactions that will result in the equivalent of a subdivision without local government review. [State ex rel. Dreher v. Fuller, 50 St. Rpt. 454, 1993]

**Required Documents** [BCSR, Sections IX-B-2(a & b)]:

Two paper copies and a digital copy of the following documents will need to be submitted the Subdivision Administrator:

- Draft Certificate of Survey (COS), amended plat (paper copies-two 18"x24" or larger), or where a survey is not required (pursuant to 76-3-401, MCA), a draft instrument of conveyance.
- Evidence of entitlement (such as): recorded deeds, contracts, restrictions, and covenants related to all the affected properties that have been recorded at the Broadwater County Clerk & Recorder Office within the past year.
- Documentation in support of the sanitation exemption(s), if applicable.

**General Applicant Information:**

**1. Claimant(s):**

Name: Kimberly Cookson  
 Phone: 9167190361 Email Address: kcookson@frontiernet.net Address: \_\_\_\_\_  
26 Moss Rock Road City: East Helena State: MT Zip: 59635

Name: Janita Cookson  
 Phone: 916-996-2891 Email Address: jcookson@citlink.net

Address: 26 Moss Rock Road City: East Helena State: MT Zip: 59635

**2. Surveyor**

Name: Rylan Stahly, Stahly Engineering  
 Phone: 406-439-1525 Email Address: rstahly@seaeng.com Address: \_\_\_\_\_  
3530 Centennial Dr. City: Helena State: MT Zip: 59601

**3. Existing Tract of Record Information**

**a. Parcel and Project Description:**

Parcel (1)  
 Legal Description: Tract 5, Lazy HM Estates, Phase 2, Doc. No.136258, Bk. 1, Pg. 597  
Section 9/10 Township 9N Range 1W  
 GEO Code: 43-1789-09-4-01-09-0000  
 Parcel Total Size: 42.79(record) acres Number of tract being created: 1  
 Existing Use: Residential

Parcel (2)  
 Legal Description: Tract 6, Lazy HM Estates, Phase 2, Doc. No.136258, Bk. 1, Pg. 597  
Section 9/10 Township 9N Range 1W  
 GEO Code: 43-1789-09-4-01-11-0000  
 Parcel Total Size: 47.96 (record) acres Number of tract being created: 2  
 Existing Use: Currently vacant land to be used for residential purposes in accordance with covenants

**b. History of the parcel:**

a. Is the parcel proposed to be divided as the result of a division (subdivision or COS) that occurred after July 1, 1974? Yes  No

c. If the answer is yes, describe the history of the division of the proposed parcel since July 1, 1974. Include the recorded date of the plat or survey, the name or number of the subdivision or the COS number of each division of the parcel, and the name of person who divided the property. If the parcel is within a platted subdivision, it is sufficient to reference the plat. (Attach copies of the recorded documents.)

Dated Recorded	Subdivision/COS Number	Type of Exemptions used	Name of person who divided the property
6/16/1998	136258	Subdivision subjected to review	Illegible

**d. Has a subdivision application for the parcel(s) been withdrawn or denied?**

\_\_\_\_\_ Yes  No   
 If yes, please provide the name of applicant, preliminary application date: \_\_\_\_\_

**4. Type of exemption requested**

**a. Gift or Sale to Immediate Family Member (“Family Transfer”) 76-3-207(1)(b), MCA and according to BCSR Section IX-C-1**

Recipients(s)	Relationship to Claimant	Minor
		(under 18 years) Yes or No
<u>Jeffrey Cookson</u>	<u>Son of Kimberly Cookson</u>	<u>No</u>
<u>Carter Cookson</u>	<u>Son of Janita Cookson</u>	<u>No</u>
<u>Caleigh Cookson</u>	<u>Daughter of Janita Cookson</u>	<u>No</u>

The “Required Documents” listed above, and one paper and a digital copy(s) of the proposed instruments of conveyance (RCSR, page 99) such as a deed(s) for exchange of ownership (RCSR, page 99) will need to be submitted.

**b. Agricultural Exemption, 76-3-207(1)(c), MCA and according to BCSR Section IX-C-2**

(Covenant running with the land that the land will be used exclusively for agricultural purposes. No structures requiring water or sewer facilities shall be built or utilized on this parcel. The agricultural covenant is revocable only by mutual consent of the Board of County Commission and the property owner(s) through the subdivision review process.) The exemption requires a covenant running with the land in accordance with 76-3-207(1)(c), MCA, and a signed and acknowledged recitation of the covenant on the face of the survey (or conveyance document). Any such certificate of survey must be accompanied by a separate, recordable, document citing the covenant.

Description of current use and proposed use: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Required Documents listed above along with the covenant as noted in this section will need to be submitted if it will be a separate document.

**c. Relocation of Common Boundary Lines and Aggregation of lots, 76-3-207(1)(a),(d), (e), and (f), MCA and according to BCSR Section IX-C-3**

Describe and provide documentation showing the need or reason for the relocation of the boundary lines or the aggregation of lots:

To follow an existing natural drainage swale to make better use of the properties  
 \_\_\_\_\_  
 \_\_\_\_\_

The “Required Documents” listed above and if applicable a paper and digital copy of the Platted Subdivision will need to be submitted.



**d. Right-of-Way or Utility Site, 76-3-201(1)(h), MCA and according to BCSR Section IX-C-7**

Right-of-way                       Utility Site                      (Please check one)

Description of current use and proposed use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Required Documents listed above along with the following:

Documentation to verify the utility meets the term of a “public utility” in 69-3-101,  
MCA.

Landowner approval and proof of eminent domain authority by the utility  
 Documentation to be filed shall include a notarized statement from the recipient accepting the right-of-way or utility site, and noticing that under MCA 76-3-201 a subsequent change in the use to residential, commercial, or industrial subjects the division to review under the MSPA and the local subdivision regulations.

Instrument of conveyance, such as a deed

**e. Other (Pursuant to 76-3-201 & 76-3-207, MCA) and according to BCSR Section IX-C-4, 5 & 6**

Reason/justification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The “Required Documents” listed above and the following (one paper and digital copy):

- Mortgage Exemption also requires the following:
  - A statement of how many parcels within the original tract would be created by use of the exemption;
  - The draft deed, trust indenture or mortgage for the exempt parcel (which states that the tract of land is being created only to secure a construction mortgage, lien or trust indenture);
  - A statement explaining who will have title to and possession of the balance of the original parcel after title to the exempted parcel is conveyed;
  - A signed statement from a lending institution that the creation of the exempted parcel is necessary to secure a construction loan for buildings or other improvements on the parcel; and
  - Documentation that the lending institution is a financial or lending institution registered to do business in the State of Montana.
- Court Order also requires the following:
  - Evidence of entitlement such as a copy of the Court Order.

**5. Nature of the claimant’s business:**

a. Is the claimant in the business of dividing and selling land? Yes \_\_\_\_\_ No X as the claimant divided property in Broadwater County by use of an exemption after July 1, 1974?  
Yes \_\_\_\_\_ No X

- b. If the claimant has previously used exemptions to divide property in Broadwater County, please list the divisions and state the date, the COS Number or amended plat name and the exemption used. (Attach additional sheets as needed).

Date	C.O.S. or Amended Plat Reference	Exemption used:

**6. Acknowledgements, initial for each**

- I (we) understand that the State of Montana provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the transactions are an attempt to evade the Montana Subdivision and Platting Act. \_\_\_\_\_ <sup>DS</sup>JC <sup>DS</sup>kl
- I (we) affirm that this exemption claim is not an attempt to evade the Montana Subdivision and Platting Act. \_\_\_\_\_ <sup>DS</sup>JC <sup>DS</sup>kl
- I (we) recognize that I may be subject to penalty if my actions are deemed to be an effort to evade subdivision review, as set forth in the Montana Code Annotated:
  - 76-3-301(3), MCA: If transfers not in accordance with the Montana Subdivision and Platting Act are made, the County Attorney shall commence action to enjoin further sales or transfers and complete compliance with all provision of the Montana Subdivision and Platting Act. The cost of such action shall be imposed against the party not prevailing. \_\_\_\_\_ <sup>DS</sup>JC <sup>DS</sup>kl
  - Violations: Any person who violates any provision of the Montana Subdivision and Platting Act or any local regulations adopted pursuant thereto shall be guilty of a misdemeanor and punishable by a fine of not less than \$100 or more than \$500 or by imprisonment in a county jail for not more than 3 months or by both fine and imprisonment. Each sale, lease, or transfer of each separate parcel of land in violation of any provision of this chapter or any local regulation adopted pursuant thereto shall be deemed a separate and distinct offense. \_\_\_\_\_ <sup>DS</sup>JC <sup>DS</sup>kl
- I (we) also recognize that making false statements on this form could subject me to criminal prosecution for False Swearing (per MCA 45-7-202) and Perjury (per MCA 45- 7-201). \_\_\_\_\_ <sup>DS</sup>JC <sup>DS</sup>kl
- I (we) also recognize that per 45-7-203(1), MCA (Unsworn falsification to authorities), A person commits an offense under 45-7-203 if, with the purpose to mislead a public servant in performing an official function, the person:
  - i. makes any written false statement that the person does not believe to be true \_\_\_\_\_ <sup>DS</sup>JC <sup>DS</sup>kl;
  - ii. purposely creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements from being misleading \_\_\_\_\_; <sup>DS</sup>JC <sup>DS</sup>kl

- iii. submits or invites reliance on any writing that the person knows to be forged, altered, or otherwise lacking in authenticity; or
- iv. submits or invites reliance on any sample, specimen, map, boundary mark, or other object that the person knows to be false.

7. Signatures: (if more than two claimants please attach additional sheets)

I (we), Janita Cookson [Name of Claimant(s)], have read the foregoing Subdivision Exemption Claim Application and affirm that it is true and correct.

DocuSigned by:  
Janita Cookson 1/31/2024  
E888E3A334C547F...  
 Claimant's Signature \_\_\_\_\_ Date \_\_\_\_\_

I, Kimberly Cookson [Name of Claimant(s)], have read the foregoing Subdivision Exemption Claim Application and affirm that it is true and correct.

DocuSigned by:  
Kimberly Cookson 1/31/2024  
C779247ABE1C489...  
 Claimant's Signature \_\_\_\_\_ Date \_\_\_\_\_

XX

*Below are examples of certification required on the face of the survey:*

XX

**Certificate of Exemption  
(Family Gift or Sale)**

I (We) hereby certify that the purpose of this division of land is to transfer Tract \_\_\_\_\_ as shown on this certificate of survey to (name of grantee), my (our) (father) (mother) (daughter) (son) (wife) (husband). I (we) certify that is the single (only) gift or sale (I) (we) have made to the immediate family member in the County of \_\_\_\_\_ for the purpose of this exemption. Furthermore, I (we) certify that I (we) am (are) entitled to use this exemption and am (are) in compliance with all conditions imposed by law and regulation on this use of this exemption. Therefore, this division of land is exempt from review as a subdivision pursuant to section 76-3-207(1)(b), MCA.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name landowner)

Acknowledgement and notarized is required.



XX

**Certificate of Exemption  
(For Agricultural Purposes)**

I (We) certify that the purpose of this survey is to create a parcel of land to be used exclusively for agricultural purposes, and that a covenant has been entered into by the parties to the transaction, running with the land and revocable only by mutual consent of the governing body and the property owner, that the land will be used exclusively for agricultural purposes, and this survey is, therefore, exempt from review as a subdivision pursuant to section 76-3-207(1)(c), MCA.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of landowner)

Acknowledgement and notarized is required.

**Example Acceptance of Certificate of Survey – Agricultural Covenant Exemption**

This declaration, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by (Name of Property Owner(s), hereinafter referred to as the “Declarant(s);

That whereas, Declarant is the owner of certain property described as tract(s) \_\_\_\_\_, certificate of survey number \_\_\_\_\_ on file and record in the office of the Clerk and Recorder of \_\_\_\_\_ County, Montana.

Now, therefore, Declarant hereby declares that the parcel(s) described above shall be held, sold, and conveyed in any matter subject to the following covenant, which shall run with the real property and be binding on all parties having any right, title, or interest in the described property (properties) or any part thereof, their heirs, executors, successors, administrators, and assignees, and shall bind each owner thereof. This covenant may be revoked by the governing body after receiving final subdivision approval. The governing body is deemed to be party to and may enforce this covenant. TO WIT.

The parcel(s) described above shall be used exclusively for agricultural purposes and no building, house, dwelling, or structure requiring sanitary restrictions imposed under Title 76, Chapter 4. .

IN WITNESS WHEREOF, the undersigned, being the Declarant(s), herein, has (have) hereunto set his (her) (their) hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Landowner (Print Name of Landowner)

State of Montana        )  
                                      :  
County of Broadwater    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public for the State of Montana, personally appeared, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, members of the Board of County Commissioners, and \_\_\_\_\_, County Clerk & Recorder, known to me to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same.

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

(seal)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing in: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Broadwater County Commissioners

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Broadwater County Clerk & Recorder

XX

**Certificate of Exemption  
(Relocation of Common Boundary)**

I (We) certify that the purpose of this survey is to relocate common boundary line between adjoining properties outside a platted subdivision (or inside a platted subdivision) (or between a single lot within a platted subdivision and adjoining land outside a platted subdivision) and that no additional parcels are hereby created. Therefore this survey is exempt from review as a subdivision 76-3-207(1)(a), (d), or (e) MCA.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

\_\_\_\_\_  
(Name of Property owner(s))

Acknowledgement and notarized is required.

XX

**Certificate of Exemption  
(Aggregation of Lots)**

I (We) certify that the purpose of this survey is to aggregate existing lots within a platted subdivision, that fewer than six lots are affected, and that no additional parcels are hereby created. Therefore, this survey is exempt from review as a subdivision pursuant to section 76-3-207(1)(f) MCA.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Property owner(s))

Acknowledgement and notarized is required.

XX

**Certificate of Exemption  
(SECURITY FOR MORTGAGE, LIEN, OR TRUST INDENTURE)**

I (We) hereby certify that the purpose of this survey is to create a parcel of land to provide security for mortgage or loan purposes and that this exemption complies with all conditions imposed on its use, Therefore, this survey is exempt from review as a subdivision pursuant to Section 76-3-201 (1)(b) MCA and from review by the Montana Department of Environmental Quality MCA, 76-4-125(2)(a), the exclusion cited in 76-3-201.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

\_\_\_\_\_  
(Name of land owner(s))

Acknowledgement and notarized is required.

XX

**Certificate of Exemption  
(Rights-of-Way or Utility Site)**

I (We) certify that the purpose of this survey is to create a parcel for a \_\_\_\_\_ utility sites and therefore this survey is exempt from review as a subdivision pursuant to section 76-3-201(1)(h) MCA. Furthermore, I (We) certify that a change in the use of land to residential, commercial, or industrial is subject to the requirements of subdivision review.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of land owner(s))

Acknowledgement and notarized is required.



XX

**Certificate of Exemption  
Approval by Governing Body**

The Board of County Commissioners of Broadwater County, Montana hereby certifies that the Commissioners have examined the (INSERT TYPE OF EXEMPTION USED) Certificate of Survey and found it to be exempt from subdivision review.

Dated this \_\_\_\_\_ of day \_\_\_\_\_, 20 \_\_\_\_.

Attested by:

\_\_\_\_\_  
NAME  
Commissioner Chair

\_\_\_\_\_  
NAME  
County Clerk & Recorder

XX

**Certificate of County Treasurer**

I hereby certify, pursuant to Section 76-3-207(3), MCA, that all real property taxes assessed and levied on the land shown hereon have been paid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Tax Statement No. \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Signature of County Treasurer) Treasurer,  
Broadwater County, Montana

139497

ROAD USE ACKNOWLEDGEMENT AND COVENANT

As to Jimmy Green Road through Lazy HM Estates, Phase I:

The Lazy HM Estates Homeowners Association hereby acknowledge that the owners of property described as 480 acres, more or less, in Sections 3 and 10, T. 9 N., R 1 W., P.M.M. have the right to use said Jimmy Green Road

and,

Realty LLC the owner of property described as 480 acres, more or less, in Sections 3 and 10, T. 9 N., R 1 E., P.M.M. hereby agree to place the following covenant on their property:

The current owner and all future owners, including all owners of any and all land divisions, shall be obligated to pay an amount equal to the annual homeowners assessment for lots in Lazy HM Estates. This covenant is to be considered perpetual as long as a Homeowners Association exists for Lazy HM Estates.

Dated January 28, 2000

Lazy HM Homeowners Association

[Signature]  
Title Pres.

[Signature]  
Title Secretary

Realty LLC

[Signature]  
Scott Moldenhauer, Member

STATE OF MONTANA  
COUNTY OF BROADWATER

I hereby certify that the within instrument was filed in my office on the 23 day of Feb a.d. 2000 at 06 minutes past 3 o'clock P.M. and entered on page 25 of book 52 of Micro Records of Broadwater County, State of Montana.

[Signature]  
County Clerk and Recorder

By [Signature]  
Deputy

Fees \$ 12.00

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Realty, L.L.C. has caused to be surveyed and platted into lots that certain real estate known as LAZY HM ESTATES, MINOR SUBDIVISION, LAZY HM ESTATES - PHASE I and LAZY HM ESTATES - PHASE II in Broadwater County, Montana, and

WHEREAS, Realty, L.L.C. executed a certain Declaration of Covenants and Restrictions, and caused the same to be recorded in Book 42 of Micro., page 623; and

WHEREAS, the first Paragraph erroneously refers to property as described in Exhibit "A" as the property to which the covenants apply, when in reality Exhibit "A" is the exhibit referred to in Section 8 of the Covenants and Restrictions, and

WHEREAS, Realty L.L.C. desires to amend the covenants by making clear the property which is to be the subject of these Covenants and Restrictions;

NOW THEREFORE, the undersigned hereby declare that the first paragraph of is hereby amended to read as follows:

"WHEREAS, Realty L.L.C., a Montana L L C, is the contract purchaser and equitable owner of certain real property in Broadwater County, Montana, more particularly described as follows:

- Lots 1 through 5 of Lazy HM Estates Minor Subdivison;
- Lots 1 thorough 25 of Lazy HM Estates - Phase I, and
- Lots 1 through 16 of Lazy HM Estates - Phase II

Except as hereinabove amended, said Covenants, Conditions and Restrictions are reaffirmed, and to remain in full force and effect.

Dated this 30 day of December, 1997.

REALTY, L.L.C

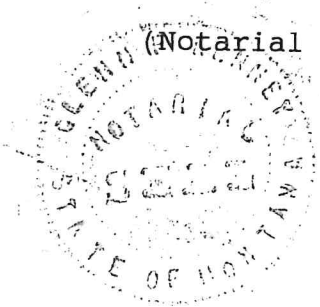
By *M. M. M. M. M.*  
Member



STATE OF MONTANA )  
 )  
County of Broadwater )

This Instrument was acknowledged before me this 30<sup>th</sup> day of December, 1997, by NEIL W. MOLDENHAUER, Member of Realty L.L.C.

(Notarial Seal)



Glenn F Kerney  
Notary Public for the State of Montana

Residing at: HELENA, MT  
My Commission expires: AUG 13, 1999

135192

STATE OF MONTANA ] ss.  
COUNTY OF BROADWATER

I hereby certify that the within instrument was filed in my office on the 31 day of DEC a.d. 1997 at 18 minutes past 1 o'clock p.m. at 758 of 42 of MICRO Broadwater County, state of MONTANA.

Flaima Bravelly  
County Clerk and Recorder

By Valerie Middlemas  
Deputy

Fees \$ 12.00

135141

## LAZY H M ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

This Declaration is made this 1 day of September 1997 by Realty L L C, hereinafter referred to as the Declarant.

## WITNESSETH:

WHEREAS, Realty L L C, a Montana L L C, is the contract purchaser and equitable owner of certain real property in Broadwater County, Montana, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof as if set forth in full at this point;

WHEREAS, the Declarant wishes to place restrictions, covenants and conditions upon said real property for the use and benefit of itself as present owner and for the future owners thereof;

NOW THEREFORE, the Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property by providing a reasonably uniform plan for the development of the same as a desirable residential development. These restrictions, covenants, conditions, and easements shall run with the real property and shall be binding upon all parties having or acquiring any right, title, or interest in the described property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the owner thereof.

## ARTICLE I

## Definitions

Section 1: "Association" shall mean and refer to the Lazy HM Estates Homeowners Association, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property hereinbefore described, and such other real property as is now or may hereafter be brought within the Jurisdiction of the association.

Section 3: "Tract: shall mean and refer to any plot of land as originally surveyed for description of the properties as evidenced by the conveyance from the Declarant with the exception of any dedicated street or road easements. In the event a tract is subdivided, or altered so as to differ from the tract as originally conveyed by the Declarant, such modified plot shall thereafter be considered as a "tract". Any recorded documents, to include a deed, mortgage, or notice of purchaser's interest, indicating such a change, shall be deemed to establish the modified tract, provided, however, that no such alterations shall create a tract consisting of less than ten (10) acres and only one such division per original tract may occur with the exception of tract 5, Lasy HM Minor Sub. wherein two such division may occur. This provision shall not prohibit the release of a single one (1) acre tract from each ten (10) acre tract for procuring financing for the construction of a residence thereon.

Section 4: "Member" shall mean and refer to every person or entity who is a member of the Association.

Section 5: "Owner" shall mean and refer to the equitable owner, whether one or more persons or entities, of any tract which is a part of the properties, including buyers under a contract for deed and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Declarant" shall mean and refer to Realty L L C a Montana L L C, its successors or assigns if such successors or assigns should acquire more than two undeveloped tracts from the Declarant for the purpose of development.

Section 7: "Class A Members" shall be all members except the Declarant.

Section 8: "Class B Members" shall be the Declarant.

## ARTICLE II

### Protective Covenants

The following protective covenants are designed to provide a uniform plan for the development of the properties. They shall constitute a covenant running with the land for each lot within the properties.



Section 1: Land Use. All tracts in the above described property shall be used for single family residential purposes only. There shall be no more than one dwelling on each ten (10) acre tract. No change in this density restriction shall be made.

Section 2: Building Type. All dwellings shall be of good quality, permanent construction, affixed to the land upon permanent foundations and esthetically compatible with the other structures in Lazy H M Estates. If the garage is not attached to the house it is to be constructed of a material and design similar to the house. Any outbuildings shall be of good quality, permanent construction and shall be esthetically compatible with surrounding developments. Each dwelling shall have not less than one thousand (1000) square feet on the main floor, measured on the outside perimeter of the top of the foundation, exclusive of porches, basements and garages. The architectural control committee, hereinafter described, is authorized in its absolute discretion to approve exceptions to this section. No structure of a temporary character shall be constructed, placed or used on any tract at any time as a residence or otherwise, except that unoccupied travel trailers and campers which are not unsightly may be stored on the premises when not in use. No old buildings may be moved onto said tract.

Section 3: No building shall be constructed nearer than fifty (50) feet to any property line or in a location that would obstruct natural drainage of the tract. The Declarant will make historical flood information available to the architectural committee for building location reference.

Section 4: Architectural Control. Realty LLC or its successors shall provide all approvals of structures and sight plans based on quality of materials and workmanship, harmony of design with surrounding structures and the landscape and location of structures with respect to topography and finished grade (see exhibit "B" for specific tract restrictions), until the sale of ninety percent of the tracts in Lazy HM Estates is complete. Thereafter the Home Owners Association shall assume responsibility for architectural control and designate a committee of three owners for review and recommendation. Any plan submitted must be responded to within thirty (30) days or it is presumed approved.

Section 5: Signs and Billboards. No signs, billboards, posters, or advertising displays or services of any kind or character shall be erected, placed or permitted to remain on any tract except land sale promotion signs, mailboxes or signs to identify the residences.

Section 6: Maintenance. Each property owner shall be responsible for maintaining their property and structures in an appealing and orderly manner. Fire hazards of dry grass and brush must be removed and noxious weeds controlled. Garbage, trash or refuse must not be allowed to accumulate on the property. Garbage containers must be emptied on at least a weekly basis.

Section 7: Commercial Usage Prohibited. No store, office, business, manufacturing plant, commercial enterprise, hospital, sanitarium, home for the care of the mentally or physically infirm, theater, or saloon of any kind, or any other manufacturing, commercial, industrial, or mineral enterprise of any type shall be carried on or conducted on any tract. Additionally, no noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may, in the opinion of the Association, be or become an annoyance or nuisance to the neighboring owners or residents. Specific exceptions may be hobbies, recreational pursuits, work shops and work areas that are specifically related to ones occupation, provided such activities are pursued in a suitable enclosure and do not constitute a nuisance or become obnoxious to surrounding land owners. For the purposes hereof, leasing or renting of the property or any part thereof, shall not constitute a commercial use or enterprise.

Section 8: Fences. Property owners may fence their respective tracts and portions thereof, subject to the approval of the architectural control committee. Owners of tracts with a boundary of the property herein referred to as Exhibit "A" shall maintain a fence on that boundary.

Section 9: Animals and poultry. If under the normal care of a specie of animal or poultry, that care results in offensive odor or unsightly areas resulting in a nuisance and obnoxious activity to surrounding land owners than that animal or poultry is not permitted. Normal family pets, 4-H projects, horses and sheep will be allowed subject to covenants contained herein. No commercial breeding, training or feed lot facility is allowed.

All animals kept on any tract shall be properly fed, watered and sheltered and cared for in a humane and merciful fashion. All animals shall be kept in a suitable enclosure so as to prevent their being a nuisance to others. Livestock manure must be removed or otherwise disposed of. All carcasses of dead animals must be removed immediately. Violations of these requirements regarding animals shall be considered a complete breach of these protective and restrictive covenants giving rise to such remedies as are allowed by law.

Section 10: Nuisances and health and safety. No noxious or offensive activities shall be carried on or permitted on any tract, nor shall the property be used in any way which might endanger the health and safety or unreasonably disturb the surrounding residents. This specifically prohibits the use of firearms and hunting on the property.

Section 11: Motor Vehicles. No motor vehicle which cannot be moved under its own power may be left on any tract or parcel other than in a garage for more than seventy two (72) hours or on the road in the area. No scrap or junk vehicles or any parts thereof will be permitted on the property. Machinery and large vehicles that are commonly kept or stored on the property must be parked in an orderly manner next to the buildings or inside a closure or behind a fence in a manner that is not offensive to neighbors.

Section 12: Easements. There is hereby reserved for the purpose of public utilities, a permanent easement across a strip of land five (5) feet wide on each side of all property lines for the purpose of ingress and egress to install maintain and improve such utilities as may be required.

Section 13: Recreational Vehicle Use. No recreational vehicles including motorcycles, snowmobiles, all terrain vehicles, go carts, dune buggies and other recreational vehicles may be operated on the property without a functional muffler and spark arrestor. Such vehicles shall be operated only on the owners property and shall not be operated in a manner which creates a nuisance or annoyance to the neighborhood.

Section 14: Sanitary Restrictions: The owner of every tract shall comply with all governing laws and regulations relating to water supply, sanitation, sewage disposal and air pollution. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Montana State Department of Health and Broadwater County, Montana.

### ARTICLE III

#### Owners Association

Section 1: Membership. Every person or entity who is an equitable or record owner of any tract which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and inseparable from ownerships of the tract which is subject to assessment by the Association. Ownership of such tract shall be the sole qualification for membership.

Section 2: Voting--Class A. Class A members shall be entitled to one (1) vote for each tract in which they hold the interest required for membership. When more than one person or entity holds such interest in any tract, the vote for such tract shall be exercised as such owners, among themselves determine, but in no event shall more than one class A vote be cast with respect to any tract. Class B. The Declarant shall be entitled to three (3) votes for each tract in which it holds interest required for membership.

Single Class. The distinction between classes of membership shall terminate on the happening of either of the following events, whichever occurs first:

(A) When the total outstanding votes in Class A membership equal the total outstanding votes in Class B membership.

(B) January 1, 2003.

When such distinction of classes terminates, all members shall be entitled to one (1) vote for each tract in which they hold the interest required for membership.



ARTICLE IV

Covenant For Maintenance Assessments

Section 1: Creation of Lien and Personal Obligation Assessments. The Declarant, for each tract owned by it within the properties, hereby covenants, and each owner of any tract by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(A) Annual assessments or charges;

(B) Special assessments for capital improvements, such assessments to be fixed, established and corrected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person or entity owning the property at the time when the assessment fell due.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the roads used within the properties, including roadside noxious weed control.

Section 3: Basis and Maximum of Annual Assessment. Assessments shall be levied as to each tract on the basis of the class of membership as is hereinabove set forth. The assessments for the Class B member for any vacant tract owned by it or any tract owned by it occupied by a vacant, unsold, dwelling unit shall be twenty-five percent (25%) of the annual assessment for a class A member.

(A) Until January 1, of the year immediately following the conveyance of the first tract to an owner, the maximum annual assessment shall be \$ 120.00 Dollars per tract.

(B) From and after January 1, of the year immediately following the conveyance of the first tract to an owner, the maximum annual assessments may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(C) From and after January 1, of the year immediately following the conveyance of the first tract to an owner, the maximum annual assessment may be increased above five percent (5%) by a two-thirds ( $2/3$ ) vote of each class of members voting in person or by proxy at a meeting of the Board of Directors of the Association called for this purpose.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement such as road maintenance equipment, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds ( $2/3$ ) of the votes of each class of members voting in person or by proxy at a meeting called for this purpose.

Section 5: Notice and Quorum For Any Actions Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members of the Association not less than (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half ( $1/2$ ) of the required quorum at the preceding meeting. Such a subsequent meeting shall be held within sixty (60) days after the preceding meeting.

Section 6: Uniform Right of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis.

Section 7: The Association's Board of Directors shall fix the date of commencement and the amount of the assessment against each tract for each assessment period at least thirty (30) days in advance. Written notice of the assessment shall be sent to every tract owner, and every tract owner shall have the right to inspect all records relating to assessments. The Association shall, upon demand, and for a reasonable charge, at any time furnish to any owner a certificate in writing signed by an officer of the Association setting forth the existing outstanding assessments, if any, applicable to a specified tract.

Section 8: Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum plus a reasonable attorney's fee for the collection thereof. The Association may bring an action in law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

Section 9: Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof. Any person buying any of the properties herein hereby waives any right to contest the validity of the liens created herein if such lien is impressed or enforced according to the provisions of these covenants.

ARTICLE V  
General Provisions

Section 1: Duration. The covenants, conditions and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any tract subject to this Declaration, their respective legal representatives, heirs, successors, or assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten (10) years thereafter; provided however, that these covenants may be modified, changed or eliminated by an instrument in writing filed with the Broadwater County Clerk and Recorder and signed by the owner or owners of sixty-six and two-thirds percent (66-2/3%) or more of the total land area to which these covenants apply.

Section 2: Enforcement. The Association, any owner, or the Declarant, shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure by the Association, or by any owner, or by the Declarants to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Should any lawsuit or other legal proceeding be instituted by the association or the Declarant against an owner who has alleged to have violated one or more of the provisions of this Declaration, and should the Association or Declarants be wholly or partially successful in such proceeding, the offending owner shall be obligated to pay the costs of such proceeding, including a reasonable attorney's fee.

Section 3: Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of the person or entity appearing as a member or owner on the records of the Association at the time of such mailing.



Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THIS DOCUMENT HAS BEEN EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

REALTY LLC  
By Mr Moldenhauer

ATTEST:

Elaine Graueley

STATE OF MONTANA ] ss.  
COUNTY OF BROADWATER

I hereby certify that the within instrument was filed in my office on the 22nd day of Dec. a.d. 1997 at 59 minutes past 12 o'clock P.m. and entered on page 623 of book 42 of MICRO Records of Broadwater County, state of Montana.

Elaine Graueley  
County Clerk and Recorder

By Chris Foreman  
Deputy

Fees \$ 78.00

**EXHIBIT "A"**  
**LAZY HM ESTATES**

**Minor**

- Tract 1 West and North Boundary**
- Tract 2 North and East Boundary**
- Tract 3 West Boundary**
- Tract 5 East Boundary**

**PHASE I**

- Tract 1 North Boundary**
- Tract 6 West Boundary and NE Pond Boundary**
- Tract 7 West and North Boundary**
- Tract 8 West Boundaries**
- Tract 9 West Pond Boundary**
- Tract 18 North Boundary**
- Tract 19 West half of North Boundary**

**PHASE II**

- Tract 4 Northwest Boundary**
- Tract 5 West Boundary**
- Tract 6 West Boundary**
- Tract 7 West Boundary**
- Tract 8 West, 3/4 of South Boundary and West Boundary**
- Tract 11 West Boundary**
- Tract 12 West Boundary**
- Tract 13 West Boundary**

EXHIBIT "B"  
LAZY HM ESTATES

The Architectural Control Committee shall be responsible for maintaining natural drainage systems within the project. Site plans and structures submitted for review must show appropriate planning for continuance of all natural drainage systems.

Tracts with natural drainage systems of particular concern are listed below.

Lazy HM Minor subdivision:  
Tracts, 1, 2, 3 and 4.

Lazy HM Major subdivision Phase I:  
Tracts 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 23,  
and 25.

Lazy HM Major subdivision Phase II  
Tracts 4, 5, 6, 7, 8 and 10.