

192920 Fee: \$ 24.00 Bk 237 Pg 947  
BROADWATER COUNTY Recorded 3/8/2022 at 11:43 AM  
Angie Paulsen, Clk & Rcdr *Mandi Hall Deputy*  
Return to: LOUIS S CENTA PO BOX 11047  
BOZEMAN, MT 59719

## DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR LAKE VISTA LOT 2 MINOR SUBDIVISION

THIS DECLARATION is made this 4<sup>th</sup> day of March, 2022 of Louis S. Centa, of  
P.O. Box 1347, Townsend, MT 59644 herein after referred to as "Declarant".

### RECITALS:

- A. Declarant is the owner of Lot 2 of the Lake Vista Minor Subdivision in Broadwater County, Montana, created by that subdivision plat on file and of record in the office of the Clerk and Recorder of Broadwater County, Montana under Document No. 175464.
- B. Declarant proposes that the Property (as hereinafter defined) be developed, sold and improved pursuant to a common plan of development, and desires to place restrictions, covenants and conditions upon the Property for the benefit of the owners of the lots within the Property.

NOW, THEREFORE, Declarant hereby declares that all of the lots within the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements which are for the purpose of protecting the value and desirability of, and which shall run with the Property and which shall be binding on all parties having any right, title or interest in any of the lots in the Property and their heirs and assigns, and shall inure to the benefit of each owner thereof.

1. EACH Lot within the Property shall be known and described as a residential lot. None of the Lots may be used or improved for other than private residential purposes.
2. No Mobile Home, Modular, or pre-built manufactured home shall be permitted on any Lot.
3. Livestock or other animals allowed, include domestic dogs, cats, birds, chickens, or other small in-house pets. Goats, sheep, horses, or 4H Cow are allowed in the subdivision. Pigs and Swine are not allowed.
4. The commercial breeding, care, raising, or keeping of animals is not allowed.
5. The Property may not be used for a "junkyard" including, but not limited to, the storage of any type of non-operable vehicles, trailers, or any similar items or any components thereof.
6. Lot Owners and residents are subject to Broadwater County's right to farm provisions and waive any right to protest any agricultural or farming activity which could result in dust, animal odors, flies, smoke, machinery noise and other annoying or nuisance issues associated with agricultural or farming activities.

7. No Lot shall be split, modified, or divided.
8. No Hunting, No Shooting, and No discharge of any firearms allowed on any lot.
9. Operation of ATV's, motorcycles, or other motorized recreational vehicles is prohibited except on roadways and driveways.
10. No temporary housing allowed on any lot, including motorhomes, trailers, campers, or tents.
11. Each lot is allowed one single family dwelling: one single bedroom ADU/Shop, and one barn/out building. Only 3 permanent structures are allowed per lot and all structures must have permanent concrete foundations.
12. No vinyl siding or T-111 exterior siding is allowed.
13. Single family dwellings are to be a minimum of 1400 sqft of finished heated living space, excluding porches, decks, basements, and attached garage on the ground floor. ADU/Shop are to be a maximum of 2000 sqft and barns to be a maximum of 1000 sqft. Maximum height is 28 feet for all structures.
14. No junk or wrecked vehicles allowed on the property defined by not operational, registered, or moved for a period of 90 day unless stored inside a structure.
15. Nuisance or offensive activities, endangerment of health or safety, or any unreasonable disturbance is not allowed.
16. No Tower Antennas or burn barrels are allowed.
17. The declarant, any lot owner, or Broadwater County shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, covenants, and reservations herein. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both. Failure of the declarant, lot owner, and/or Broadwater County to bring an enforcement action or otherwise enforce any covenant or provision shall in no event be deemed a waiver of the right to enforce any subsequent violation. Should any legal proceeding be instituted to enforce any covenant or provision, the violating party shall pay all attorney's fees and associated costs related to violations.
18. The covenants may be amended by an instrument signed by lot owners with 2/3 majority vote, one vote per lot. Any amendment approved by majority vote must be approved by the Broadwater County Commission.

#### **Commission Required Covenants**

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 (*Section 76-3-608(3)(a), MCA; County Subdivision Regulations*):

- a. Per the subdivision application, all lots shall be used for residential purposes only.
- b. In regard to the No Build Zone, if culverts are installed they must be of equal diameter to the upstream culverts installed at the Alaska Trail crossing of the drainage.
- c. 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*)
- d. 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*)

- e. Notification of the potential degradation of existing emergency services due to the potential for growth in a rural area.
- f. 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 VI-M), County Subdivision Regulations)*
- g. Any exterior lighting shall be directed downward to minimize visibility beyond the property lines; *(Section 76-3-608(3)(a), MCA)*
- h. Notification of the presence of agricultural operations in the vicinity; *(Section 76-3-608(3)(a), MCA)*
- i. 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)*
- j. 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: *(76-3-608(1) and (4), MCA)*
  - i. Earthquake fault zone and any seismic activity;
  - ii. Water availability.
- k. 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 VI-A-18, County Subdivision Regulations)*
- l. 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)*
- m. Lots shall only allow for livestock if a small acreage livestock management plan is reviewed and approved by the County Extension Agent and submitted to the count. Each lot owner shall be required to create and adhere to their own livestock management plan.
- n. 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)*

Louis S. Centa

Louis S. Centa

Notary:

On this 4<sup>th</sup> day of March, 2022 before me a Notary Public for the State of Montana, personally appeared Louis S. Centa known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

Mandi Lavonne Hall Residing at Broadwater

Notary public for the State of Montana.

My Commission Expires 1/19/2026.

