

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.
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.**
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 _____ day of _____, 2020.

Lot 1-A-1: Michael and Carol Lewis _____

Lot 1-A-2: John Fuchs _____

Lot 1-A-3: Nathan and Nichole Brown _____

Lot 1-B-1: Cindy Breck _____

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

Lot 1-B-3: Gudvangen Living Trust _____